AMENDED AGENDA*
CITY COUNCIL REGULAR MEETING AGENDA

REGULAR COUNCIL MEETING
TUESDAY
AUGUST 26, 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. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

A. **Consideration and Approval of previous minutes**: City Council Special Meeting of July 29, 2025, Regular Meeting of July 1, 2025, Joint Work Session of June 30, 2025, Work Session of June 24, 2025, Regular Meeting of June 17, 2025, Work Session of June 10, 2025, Regular Meeting of June 3, 2025, Work Session of May 27, 2025, Regular Meeting of May 20, 2025, Work Session of May 13, 2025, Regular Meeting of May 6, 2025, Regional Plan Retreat of May 2, 2025, Budget Retreat of April 25, 2025, Budget Retreat of April 24, 2025, Special Meeting/Work Session of April 8, 2025, Special Meeting of July 3, 2024, Joint Work Session of March 25, 2024, Regular Meeting of March 19, 2024, Regular Meeting of March 5, 2024, Joint Work Session of March 4, 2024, Work Session of February 13, 2024, Regular Meeting of February 6, 2024, Budget Retreat of February 2, 2024, Budget Retreat of February 1, 2024, Work Session of January 23, 2024, Work Session of January 9, 2024, Work Session of November 14, 2023, Work Session of October 24, 2023, Work Session of June 14, 2022, Work Session of October 11, 2022, Special Work Session of May 24, 2022, and Work Session of October 12, 2021.

STAFF RECOMMENDED ACTION:

Approve the minutes of the City Council Special Meeting of July 29, 2025, Regular Meeting of July 1, 2025, Joint Work Session of June 30, 2025, Work Session of June 24, 2025, Regular Meeting of June 17, 2025, Work Session of June 10, 2025, Regular Meeting of June 3, 2025, Work Session of May 27, 2025, Regular Meeting of May 20, 2025, Work Session of May 13, 2025, Regular Meeting of May 6, 2025, Regional Plan Retreat of May 2, 2025, Budget Retreat of April 25, 2025, Budget Retreat of April 24, 2025, Special Meeting/Work Session of April 8, 2025, Special Meeting of July 3, 2024, Joint Work Session of March 25, 2024, Regular Meeting of March 19, 2024, Regular Meeting of March 5, 2024, Joint Work Session of March 4, 2024, Work Session of February 13, 2024, Regular Meeting of February 6, 2024, Budget Retreat of February 2, 2024, Budget Retreat of February 1, 2024, Work Session of January 23, 2024, Work Session of January 9, 2024, Work Session of November 14, 2023, Work Session of October 24, 2023, Work Session of June 14, 2022, Work Session of October 11, 2022, Special Work Session of May 24, 2022, and Work Session of October 12, 2021.

5. 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.

6. PROCLAMATIONS AND RECOGNITIONS

A. **Proclamation:** SMART Week

STAFF RECOMMENDED ACTION:

Read and present the proclamation.

7. July and August Work Anniversaries

Recognition of employees celebrating work anniversaries in July and August.

8. COUNCIL LIAISON REPORTS

9. APPOINTMENTS

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

A. **Consideration of Appointments**: Beautification and Public Art Commission

STAFF RECOMMENDED ACTION:

1. Councilmember House to make one appointment

B. **Consideration of Appointments**: Airport Commission

STAFF RECOMMENDED ACTION:

1. Councilmember Spence to make one appointment.
2. Mayor Daggett to make one appointment.
3. Councilmember House to make one appointment.

C. **Consideration of Appointments**: Personnel Board

STAFF RECOMMENDED ACTION:

1. Councilmember Aslan to make one appointment
2. Councilmember Matthews to make one appointment

10. 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:** Consideration and Action on Liquor License Application: Ronda Renee Stump "Flagstaff Mountain Market LLC", 1508 E Route 66 , Series 007 (Beer and Wine Bar), Owner/Location Transfer.

STAFF RECOMMENDED ACTION:

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

B. **Consideration and Action on Liquor License Application:** Michael Walter Marquess "Mother Road Brewing", 1300 E Butler Ave. Ste 200, Series ~~12~~ 001 (In-State Producer), 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.

11. 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:** Seventh Amendment to the Construction Manager at Risk (CMAR) Construction Services Agreement with Eagle Mountain Construction, Inc. for the Spruce Wash Flood Mitigation Suite of Projects to add Guaranteed Maximum Price (GMP) 7 for the Killip Outlet.

STAFF RECOMMENDED ACTION:

1. Approve the Seventh Amendment to the CMAR Construction Services Agreement with Eagle Mountain Construction, Inc. for the Spruce Wash Mitigation Suite of Projects to include GMP 7 in the amount of $985,666 and adding 0 days to the contract duration; and
2. Approve an Owner's Contingency of $15,000, which is approximately 2.0% of GMP 7; and
3. Authorize the City Manager to execute the necessary documents.

B. **Consideration and Approval of Contract:** Library Computer Replacement Cycle Purchase for an amount not to exceed $426,085, annually with Dell Marketing, LP, for a period of 3 years, with 2 one-year extensions.

STAFF RECOMMENDED ACTION:

1. The City Council approves the Library Computer Replacement Cycle Purchase for an amount not to exceed $426,085, annually with Dell Marketing, LP, for a period of 3 years, with 2 one-year extensions; and
2. Authorize the City Manager to execute the necessary documents.

C. **Consideration and Approval of Final Plat** Request from EPS Group, Inc, on behalf of CDR Devcorp LTD, for Final Plat approval of "The Lookout at Canyon del Rio" located at 3770 E Whetstone Dr, a 50-lot single-family subdivision using Planned Residential Development (PRD) Standards on 7.11 acres in the Medium-Density Residential (MR) Zone within the Resource Protection Overlay (RPO).

STAFF RECOMMENDED ACTION:

Approve the Final Plat and authorize the Mayor to sign the Final Plat when notified by staff that all documents are ready for signature and recordation.

D. **Consideration and Approval of Contract:** Award a 3-Year Subscription with Q-Mation for a SCADA Software Package in an amount not to exceed $121,344.

STAFF RECOMMENDED ACTION:

1. Approval of 3-Year Subscription with Q-Mation for a SCADA Software package in an amount not to exceed $121,344; and
2. Authorize the City Manager to execute all necessary documents.

E. **Consideration and Approval of Contract:** Library Books, Spoken Word, DVDs and Digital Media Cooperative Purchase from Baker & Taylor, LLC in an amount not to exceed $200,000 annually for a period of 3 years, with 2 one-year extensions.

STAFF RECOMMENDED ACTION:

1. The City Council approves the Library Books, Spoken Word, DVDs and Digital Media Cooperative Purchase from Baker & Taylor, LLC in an amount not to exceed $200,000 annually for a period of 3 years, with 2 one-year extensions; and
2. Authorize the City Manager to execute the necessary documents.

F. **Consideration and Approval of Contract:** Library E-materials & DVDs Cooperative Purchase in an amount not to exceed $50,000 annually with Midwest Tape, LLC, for a period of 3 years.

STAFF RECOMMENDED ACTION:

1. The City Council approves the Library E-materials & DVDs Cooperative Purchase in an amount not to exceed $50,000 annually with Midwest Tape, LLC, for a period of 3 years; and
2. Authorize the City Manager to execute the necessary documents.

G. **Consideration and Approval of Contract:** Library E-materials Purchase for an amount not to exceed $117,000, annually with OverDrive, Inc., for a period of 3 years, with 2 one-year extensions.

STAFF RECOMMENDED ACTION:

1. The City Council approves the Library E-materials Purchase for an amount not to exceed $117,000, annually with OverDrive, Inc., for a period of 3 years, with 2 one-year extensions; and
2. Authorize the City Manager to execute the necessary documents.

H. **Consideration and Approval of a Contract:** First Amendment to the Mental Health Service Agreement with Redemption Counseling Center, Inc. for Flagstaff Fire and Police Department personnel

STAFF RECOMMENDED ACTION:

1. Approve the First Amendment to the Mental Health Service Agreement with Redemption Counseling Center, Inc. in the additional amount of $293,872.50 for Flagstaff Fire and Police Department personnel; and
2. Authorize the City Manager to execute all necessary documents

I. **Consideration and Approval of Contract:** 3-Year Software Maintenance Agreement for GIS Software with Environmental Systems Research Institute, Inc. (esri) in the amount of $197,508.43

STAFF RECOMMENDED ACTION:

1. Approve the 3-year Software Maintenance Agreement with esri for GIS software in the amount of $197,508.43; and
2. Authorize the City Manager to approve the necessary documents.

J. **Consideration and Approval of Contract:** Arizona 911 Grant Agreement between Arizona Department of Administration Office of Grants and Federal Resources and the City of Flagstaff acting as the System Administrator for Coconino County.

STAFF RECOMMENDED ACTION:

Approve the acceptance of grant funding in the amount of $497,152.00 from the Arizona Department of Administration, Office of Grants and Federal Resources, to support the FY2026 9-1-1 budget for Coconino County.

K. **Consideration and Approval of Contract:** Second Amendment to Greg Clifton Employment Agreement.

STAFF RECOMMENDED ACTION:

Approve the Second Amendment to Greg Clifton Employment Agreement and authorize the Mayor to execute the Second Amendment on behalf of the City.

12. ROUTINE ITEMS

A. **Consideration and Approval of Preliminary Plat:** Request from EPS Group, Inc, on behalf of CDR Devcorp LTD, for Preliminary Plat approval of "Canyon del Rio- The Highlands" located at 3805 E Whetstone Dr, a 141-lot single-family subdivision on 27.07 acres in the Medium-Density Residential (MR) Zone.

STAFF RECOMMENDED ACTION:

Staff recommends the City Council approve the Preliminary Plat, in accordance with the findings presented in this report and the Planning and Zoning Commission recommendation (7-0).

B. **Consideration and Approval of Contract:** Approve Change Order No. 3 to the Professional Services Contract with Burgess & Niple, Inc. in the amount of $2,262,434.00 and add 730 calendar days for the Butler-Fourth Improvements Project.

STAFF RECOMMENDED ACTION:

1. Approve Change Order No. 3 to the Professional Services Contract with Burgess & Niple, Inc. in the amount of $2,262,434.00 for the Butler-Fourth Improvements Project;
2. Add 730 calendar days to the Professional Services Contract; and
3. Authorize the City Manager to execute the necessary documents.

13. 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. **Consideration and Adoption of Ordinance No. 2025-17:** An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff Zoning Map to rezone approximately 13.82 acres of real property located at 2951 S Masonic Lane, from the Rural Residential (RR) zone within the Resource Protection Overlay Zone (RPO) and Suburban Commercial (SC) zone within the RPO to the Medium Density Residential (MR) zone within the RPO, providing for severability, authority for clerical corrections, and establishing an effective date.

STAFF RECOMMENDED ACTION:

At the August 26, 2025 Council Meeting:
1) Hold Public Hearing
2) Read Ordinance No. 2025-17 by title only for the first time
3) City Clerk reads Ordinance No.2025-17 by title only (if approved above)

At the September 2, 2025 Council Meeting:
3) Read Ordinance No. 2025-17 by title only for the final time
4) City Clerk reads Ordinance No. 2025-17 by title only (if approved above)
5) Adopt Ordinance No. 2025-17

B. ***Consideration and Adoption of Ordinance No. 2025-18:** An Ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code Title 7, Health and Sanitation, Chapter 7-03 City Water System Regulations of the City of Flagstaff City Code by amending Section 87-03-001-0011 Water Main Capacity Charges.

STAFF RECOMMENDED ACTION:

At the August 26, 2025 Council Meeting:
1) Hold the Public Hearing
2) Read Ordinance No. 2025-18 by title only for the first time
3) City Clerk reads Ordinance No. 2025-18 by title only (if approved above)

At the September 2, 2025 Council Meeting:
3) Read Ordinance No. 2025-18 by title only for the final time
4) City Clerk reads Ordinance No. 2025-18 by title only (if approved above)
5) Adopt Ordinance No. 2025-18

14. REGULAR AGENDA

A. **Consideration and Adoption of Ordinance No. 2025-15:** An ordinance of the City Council of the City of Flagstaff, authorizing the acquisition of real property interests for the Wildcat Interceptor Sewer Upsizing Project; providing for delegation of authority, providing for severability, authority for clerical corrections, and establishing an effective date

STAFF RECOMMENDED ACTION:

At the August 26th, 2025 Council Meeting:
1) Read Ordinance No. 2025-15 by title only for the first time
2) City Clerk reads Ordinance No. 2025-15 by title only (if approved above)

At the September 2nd, 2025 Council Meeting:
3) Read Ordinance No. 2025-15 by title only for the final time
4) City Clerk reads Ordinance No. 2025-15 by title only (if approved above)
5) Adopt Ordinance No. 2025-15

B. **Consideration and Adoption of Ordinance No. 2025-14:** An ordinance of the City Council of the City of Flagstaff, ratifying the grants of easements and real property; and formally accepting grants of easements and real property; providing for severability, authority for clerical corrections, and establishing an effective date

STAFF RECOMMENDED ACTION:

At the August 26, 2025 Council Meeting:
1) Read Ordinance No. 2025-14 by title only for the first time
2) City Clerk reads Ordinance No. 2025-14 by title only (if approved above)

At the September 2, 2025 Meeting:
3) Read Ordinance No. 2025-14 by title only for the final time
4) City Clerk reads Ordinance No. 2025-14 by title only (if approved above)
5) Adopt Ordinance No.2025-14

15. DISCUSSION ITEMS

A. An Introduction to Virtual Power Purchase Agreements.

STAFF RECOMMENDED ACTION:

This is informational only.

B. Land Availability and Suitability Study + Code Analysis Project (LASS + CAP) Code Concepts Report: Final Direction on Key Decision Points.

STAFF RECOMMENDED ACTION:

Staff seeks City Council direction and confirmation on next steps for six decision points that will guide the next phase of the project, which includes refining the core development standards, incentives, and concepts into more detailed, actionable recommendations for specific code amendments. Staff has prepared a recommendation for each decision point based on community feedback; staff will direct the consultant to proceed with each recommendation should Council agree.

16. OPEN CALL TO THE PUBLIC

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

18. 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: 08/21/2025

Meeting Date: 08/26/2025

TITLE:

Consideration and Approval of previous minutes: City Council Special Meeting of July 29, 2025, Regular Meeting of July 1, 2025, Joint Work Session of June 30, 2025, Work Session of June 24, 2025, Regular Meeting of June 17, 2025, Work Session of June 10, 2025, Regular Meeting of June 3, 2025, Work Session of May 27, 2025, Regular Meeting of May 20, 2025, Work Session of May 13, 2025, Regular Meeting of May 6, 2025, Regional Plan Retreat of May 2, 2025, Budget Retreat of April 25, 2025, Budget Retreat of April 24, 2025, Special Meeting/Work Session of April 8, 2025, Special Meeting of July 3, 2024, Joint Work Session of March 25, 2024, Regular Meeting of March 19, 2024, Regular Meeting of March 5, 2024, Joint Work Session of March 4, 2024, Work Session of February 13, 2024, Regular Meeting of February 6, 2024, Budget Retreat of February 2, 2024, Budget Retreat of February 1, 2024, Work Session of January 23, 2024, Work Session of January 9, 2024, Work Session of November 14, 2023, Work Session of October 24, 2023, Work Session of June 14, 2022, Work Session of October 11, 2022, Special Work Session of May 24, 2022, and Work Session of October 12, 2021.

STAFF RECOMMENDED ACTION:

Approve the minutes of the City Council Special Meeting of July 29, 2025, Regular Meeting of July 1, 2025, Joint Work Session of June 30, 2025, Work Session of June 24, 2025, Regular Meeting of June 17, 2025, Work Session of June 10, 2025, Regular Meeting of June 3, 2025, Work Session of May 27, 2025, Regular Meeting of May 20, 2025, Work Session of May 13, 2025, Regular Meeting of May 6, 2025, Regional Plan Retreat of May 2, 2025, Budget Retreat of April 25, 2025, Budget Retreat of April 24, 2025, Special Meeting/Work Session of April 8, 2025, Special Meeting of July 3, 2024, Joint Work Session of March 25, 2024, Regular Meeting of March 19, 2024, Regular Meeting of March 5, 2024, Joint Work Session of March 4, 2024, Work Session of February 13, 2024, Regular Meeting of February 6, 2024, Budget Retreat of February 2, 2024, Budget Retreat of February 1, 2024, Work Session of January 23, 2024, Work Session of January 9, 2024, Work Session of November 14, 2023, Work Session of October 24, 2023, Work Session of June 14, 2022, Work Session of October 11, 2022, Special Work Session of May 24, 2022, and Work Session of October 12, 2021.

Executive Summary:

Minutes of City Council meetings are a requirement of Arizona Revised Statutes and, additionally, provide a method of informing the public of discussions and actions being taken by the City Council.

Financial Impact:

None

Policy Impact:

None

Previous Council Decision or Community Discussion:

None

Options and Alternatives to Recommended Action:
Council could choose to not approve the minutes.

Connection to PBB Priorities and Objectives:
High Performing Governance: Serve the public by providing high quality customer service

Connection to Regional Plan:
None

Connection to Carbon Neutrality Plan:
None

Connection to 10-Year Housing Plan:
None

Attachments:
07.29.2025 CCSM
07.01.2025 CCRM
06.30.2025 CCJWS
06.24.2024 CCWS
06.17.2025 CCRM
06.10.2025 CCWS
06.03.2025 CCRM
05.27.2025 CCWS
05.20.2025 CCRM
05.13.2025 CCWS
05.06.2025 CCRM
05.02.2025 RPR
04.25.2025 CCBR
04.24.2025 CCBR
04.08.2025 CCSMWS
03.04.2025 CCJWS
07.03.2024 CCSM
03.25.2024 CCJWS
03.19.2024 CCRM
03.05.2024 CCRM
02.13.2024 CCWS
02.06.2024 CCRM
02.02.2024 CCBR
02.01.2024 CCBR
01.23.2024 CCWS
01.09.2024 CCWS
11.14.2023 CCWS
10.24.2023 CCWS
10.11.2022 CCWS
06.14.2022 CCWS
05.24.2022 CCSMWS
10.12.2021 CCWS

CITY COUNCIL REGULAR MEETING
TUESDAY, JULY 29, 2025
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN AVE
3:00 P.M.

MINUTES

1. CALL TO ORDER

Mayor Daggett called the meeting of the Flagstaff City Council held July 29, 2025, to order at 3:02 p.m.

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

Present: Mayor Becky Daggett
Vice Mayor Miranda Sweet
Councilmember Austin Aslan
Councilmember Anthony Garcia
Councilmember Khara House
Councilmember Lori Matthews
Councilmember David Spence

Staff Present: City Manager Greg Clifton; City Attorney Sterling Solomon

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

The Council and audience recited the pledge of allegiance, Councilmember Matthews read the Mission Statement of the City of Flagstaff, and Councilmember House read the 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. 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.

Mayor Daggett opened the public hearing.

Deputy City Clerk Georganna Staskey introduced the applications and indicated that the Police

Department and Community Development had provided their respective findings.

There being no public comment, Mayor Daggett closed the public hearing.

Moved by Councilmember Lori Matthews, **seconded by** Councilmember David Spence to forward the applications to the state with a recommendation for approval.

Vote: 7 - 0 - Unanimously

A. **Consideration and Action on Liquor License Application:** Jose Manuel Gutierrez Hernandez "El Tapatio 10", 1000 N Humphreys #243 , Series 12 (Restaurant), New License

B. **Consideration and Action on Liquor License Application:** Jared Michael Repinski "Mi Lindo Veracruz", 1800 S. Milton Rd Ste 21, Series 12 (Restaurant), New License

C. **Consideration and Action on Liquor License Application:** Andrea Dahlman Lewkowitz "Harkins Theatres Flagstaff 16", 4751 E Marketplace Dr, Series 12 (Restaurant), New License

D. **Consideration and Action on Liquor License Application:** Rochan Goswami "Mobil", 3960 N. Country Club Dr, (Sampling Privilege on Series 9), Liquor Store.

E. **Consideration and Action on Liquor License Application:** Rosalita Wilson, "Ashurst Hall", 624 Knoles Dr., Series 05 (Government), New License

F. **Consideration and Action on Liquor License Application:** Rosalita Wilson, "DuBois Center", 306 E Pine Knoll Dr., Series 05 (Government), New License

5. 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.

Moved by Councilmember Khara House, **seconded by** Councilmember Anthony Garcia to approve the Consent Agenda as presented.

Vote: 7 - 0 - Unanimously

A. **Confirm direction given to legal counsel in Executive Session July 29, 2025.**

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

Councilmember Garcia reminded the community of the upcoming townhall meeting at Coconino Center of the Arts.

7. ADJOURNMENT

The Special Meeting of the Flagstaff City Council held July 29, 2025, adjourned at 3:10 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on July 29, 2025. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 26th day of August, 2025

_____
CITY CLERK

CITY COUNCIL REGULAR MEETING
TUESDAY, JULY 1, 2025
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN AVE
3:00 P.M.

MINUTES

1. CALL TO ORDER

Mayor Daggett called the meeting of the Flagstaff City Council held July 1, 2025, to order at 3:03 p.m.

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.

Present: Mayor Becky Daggett
Vice Mayor Miranda Sweet
Councilmember Austin Aslan
Councilmember Anthony Garcia
Councilmember Khara House
Councilmember Lori Matthews
Councilmember David Spence

Staff Present: City Manager Greg Clifton; City Attorney Sterling Solomon

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

The Council and audience recited the pledge of allegiance, Councilmember Garcia read the Mission Statement of the City of Flagstaff, and Councilmember House read the 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.

Deb Harris addressed Council and provided a detailed history of the Southside neighborhood and spoke about improvements, and challenges. She stressed the importance of new businesses aligning with the neighborhood's unique character and zoning. She emphasized the need for businesses that complement the residential nature of the area, enhance walkability, and serve the local community without displacing it. She also discussed the potential impact of the Rio de Flag flood mitigation project, noting that while it would bring long-awaited relief, it also posed the risk of gentrification. She expressed concerns about rising property values and taxes, which could financially strain seniors and young families in the neighborhood.

Casey Gonzales, on behalf of the United Flagstaff Fire Fighters Local 1505, addressed Council to thank City Manager Greg Clifton for his support of the Flagstaff Fire Department, highlighting the positive impact on public safety and the department's competitiveness within the state.

Sustainability Specialist for Fire Noah Baker addressed Council and provided an update on the pine needle drop off project, detailing the success in the Country Club area and the ongoing efforts in Boulder Point.

Marnie Babbitt-Pierce addressed Council to announce that Northern Arizona Healthcare received the Healthy Arizona Worksite Gold Award from the Arizona Department of Health. She highlighted the comprehensive wellness programs at Northern Arizona Healthcare, which focused on physical, mental, and financial health.

Andy Fernandez addressed Council about the safety of crosswalks. He suggested improvements to the current system.

5. PROCLAMATIONS AND RECOGNITIONS

A. **Proclamation:** Parks and Recreation Month

Mayor Daggett read and presented the proclamation.

6. COUNCIL LIAISON REPORTS

Councilmember Spence reported that the Open Spaces Commission continues to work on the Observatory Mesa trail system and is negotiating with the State Lands Department regarding appropriate naming for the trail system.

Councilmember House highlighted a presentation from Wildland Fire Captain Neil Chapman on the Flagstaff Fire Department's Wildland Fire Management Program, which received positive feedback. The commission also received an update on the bond-funded home buyer assistance program. She noted that the Commission on Diversity Awareness did not meet in June.

Vice Mayor Sweet reported that she attended the NACOG meeting where they discussed their different programs and how various funding cuts were going to affect them. She shared that she was nominated and appointed to the NACOG executive board which she was excited about. She also attended a ribbon cutting for a new sculpture located at Francis Short Pond and encouraged everyone to go see it.

Councilmember Aslan shared that he attended the International US Tourism conference in Chicago with the Discover Flagstaff team. The Tourism Commission met and received a variety of local updates and reports. They discussed the Fourth of July drone show event.

Councilmember Garcia reported that he attended the Rural Groundwater Resilience Workshop, where he learned about the state of groundwater in the Coconino Plateau region. The Library Board met and discussed the city's anti-bullying policy. He shared information about the variety of things the Library had to offer including different equipment someone could check out and the cultural passes that were available for many different places in Flagstaff and Arizona.

Mayor Daggett stated that the Housing Authority Board met and discussed housing vouchers. The Commission on Inclusion and Adaptive Living also met to discuss accessible trails in Flagstaff and code compliance.

7. APPOINTMENTS

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

A. **Consideration of Appointments**: Parks and Recreation Commission

Moved by Vice Mayor Miranda Sweet, **seconded by** Councilmember Lori Matthews to appoint Stephen Parsons to the Parks and Recreation Commission.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Austin Aslan, **seconded by** Councilmember Lori Matthews to appoint Camile Diab to the Parks and Recreation Commission.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Lori Matthews, **seconded by** Vice Mayor Miranda Sweet to appoint Lisa Lamberson to the Parks and Recreation Commission.

Vote: 7 - 0 - Unanimously

B. **Consideration of Appointments**: Transportation Commission

Moved by Mayor Becky Daggett, **seconded by** Councilmember Khara House to appoint Brandon Cruickshank to the Transportation Commission.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Anthony Garcia to appoint Joseph Koenig to the Transportation Commission.

Vote: 7 - 0 - Unanimously

Moved by Councilmember David Spence, **seconded by** Councilmember Khara House to appoint Matt Mitchell to the Transportation Commission.

Vote: 7 - 0 - Unanimously

C. **Consideration of Appointments**: Mountain Line Board

Moved by Councilmember Khara House, **seconded by** Councilmember Anthony Garcia to appoint Michele James to the Mountain Line Board.

Vote: 7 - 0 - Unanimously

Moved by Councilmember David Spence, **seconded by** Councilmember Khara House to appoint Brendan Trachsel to the Mountain Line Board as an alternate.

Vote: 7 - 0 - Unanimously

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.

Moved by Councilmember David Spence, **seconded by** Councilmember Khara House to approve the Consent Agenda as presented.

Vote: 7 - 0 - Unanimously

A. **Consideration and Approval of Contract:** Contract with Carahsoft Technology Corporation to license OpenGov Asset Management and Work Order Software and related services.

1. Approve the Cooperative Purchase Contract with Carahsoft Technology Corporation for OpenGov Asset Management and Work Order Software in the amount of $102,044.07; and
2. Authorize the City Manager to execute the necessary documents.

B. **Consideration and Approval:** Confirming appointee selected by Mayor for the citizen positions on PSPRS.

Confirm appointee selected by Mayor.

C. **Consideration and Approval of Contract:** Contract for Rio de Flag channel maintenance in the Cheshire neighborhood to J. Banicki Construction for the amount of $463,886.50.

1. Award the contract to J. Banicki Construction for Rio de Flag channel maintenance in the Cheshire neighborhood for the amount of $463,886.50; and
2. Authorize the City Manager to execute the necessary documents.

D. **Consideration and Approval of Contract:** Approval of the Construction Contract with B4 Enterprises, Inc. in the amount of $2,921.628.25 for the Switzer Canyon FUTS Project.

1. Approve the Construction Contract with B4 Enterprises Inc in the amount of $2,921,628.25 and a contract duration of 180 calendar days;
2. Approve a contract allowance of $146,081.41, which is 5% of the lowest responsive bid;
3. Approve Change Order Authority to the City Manager in the amount of $146,081.41 which is 5% of the lowest responsive bid; and
4. Authorize the City Manager to execute the necessary documents.

E. **Consideration and Approval of Engineering Contract Change Order:** Change Order #5 to WSP USA, Inc. in the amount of $511,193.00 for the Downtown Mile Safety and Connectivity Improvement Project Amtrak Station Platforms.

1. Approve the Engineering Professional Services Change Order #5 to WSP USA, Inc. (WSP) in the amount of $511,193.00;
2. Approve the time extension of 180 calendar days; and
3. Authorize the City Manager to execute the necessary documents.

F. **Consideration and Ratification:** Letter of Support for CDBG and HOME programs

Ratify the Letter of Support.

G. **Consideration and Ratification:** Letter of opposition for cuts to clean energy and social programs

Ratify the Letter of Opposition.

H. **Consideration and Ratification:** Letter of opposition of the sale of public lands as outlined in the One Big Beautiful Bill Act

Ratify the Letter of Opposition.

I. **Consideration and Approval:** Assignment of City Development Agreement with MICM Butler Lofts Project LP, Sierra Vista No 6 L.L.C., and Brookstone Ventures L.C. to Horseshoe Realty Flagstaff LLC.

Approve the Assignment of Development Agreement.

J. **Consideration and Approval of Contract:** Data-Driven Staffing Analysis and Prospective Staffing Assessment Services

Approve the purchase and execution of a professional services contract with PFM Group Consulting LLC in an amount not to exceed $150,000 to conduct a comprehensive staffing assessment of the Flagstaff Police Department.

9. ROUTINE ITEMS

A. **Consideration and Adoption of Resolution No. 2025-32 and Ordinance No. 2025-12:** A Resolution of the City Council of the City of Flagstaff, Coconino County, Arizona, declaring as a public record that certain document filed with the City Clerk entitled "PZ-25-00088 - Forest Resource Pilot Program" and an Ordinance of the City Council of the City of Flagstaff, Coconino County, Arizona, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code.

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Khara House to adopt Resolution No. 2025-32.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Anthony Garcia, **seconded by** Councilmember Lori Matthews to read Ordinance No. 2025-12 by title only for the final time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 10, FLAGSTAFF ZONING CODE, BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED "PZ-25-00088 -- FOREST RESOURCE PILOT PROGRAM"; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Anthony Garcia, **seconded by** Councilmember Khara House to adopt Ordinance No. 2025-12.

Vote: 7 - 0 - Unanimously

B. **Consideration and Adoption of Ordinance No. 2025-13:** An ordinance levying upon the assessed valuation of the property within the City of Flagstaff, Arizona, subject to taxation a certain sum upon each one hundred dollars ($100.00) of valuation sufficient to raise the amount estimated to be required in the annual budget, less the amount estimated to be received from other sources of

revenue; providing funds for various bond redemptions, for the purpose of paying interest upon bonded indebtedness and providing funds for general municipal expenses, all for the Fiscal Year ending the 30th day of June 2026. (Primary and secondary property tax levies for FY 2025-26)

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Anthony Garcia to read Ordinance No. 2025-13 by title only for the final time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF FLAGSTAFF, ARIZONA, SUBJECT TO TAXATION A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS ($100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET, LESS THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUE; PROVIDING FUNDS FOR VARIOUS BOND REDEMPTIONS, FOR THE PURPOSE OF PAYING INTEREST UPON BONDED INDEBTEDNESS AND PROVIDING FUNDS FOR GENERAL MUNICIPAL EXPENSES, ALL FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE, 2026

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Anthony Garcia to adopt Ordinance No. 2025-13.

Vote: 7 - 0 - Unanimously

C. **Consideration and Approval of Contract:** Change Order Number 7 with Peak Engineering, Inc. in the amount of $1,044,595.00 and add 1,096 calendar days for the work associated with completing the engineering design for the JWP Extension.

Capital Improvements Project Manager David Pedersen provided a PowerPoint presentation that covered the following:

J.W. POWELL BLVD ENGINEERING DESIGN CHANGE ORDER 7
JWP EXTENSION
KEY STAKEHOLDERS
JWP ENGINEERING DESIGN
PROJECT TEAM
PREVIOUS CHANGE ORDERS
CHANGE ORDER 7

Councilmember Matthews asked if the change order would complete the design phase and move into the construction phase. Mr. Pedersen noted that the change order did not cover construction but there would likely be some overlap with the construction phase.

Moved by Councilmember Khara House, **seconded by** Councilmember Lori Matthews to approve Change Order Number 7 with Peak Engineering, Inc. in the amount of $1,044,595.00, add 1,096 calendar days to the design services contract, and authorize the City Manager to execute the necessary documents.

Vote: 7 - 0 - Unanimously

D. **Consideration and Approval of Contract:** Construction Manager at Risk (CMAR) Construction Phase Services Agreement with Eagle Mountain Construction, Inc. in a total amount of $5,374,180.00 for Phase 1 - GMP 1 to initiate construction of the Wildcat Interceptor Sewer Upsizing Project.

Water Services Project Manager Jackson Salazar provided a PowerPoint presentation that covered the following:

WILDCAT INTERCEPTOR UPSIZING
CMAR CONSTRUCTION SERVICES AGREEMENT PHASE 1 -- GMP 1
INTRODUCTION
PROJECT BACKGROUND

SEWER COLLECTION SYSTEM CAPACITY
PROJECT DESCRIPTION
PROJECT SCOPE
COST AND SCHEDULE

Councilmember Spence asked about the possibility of upsizing the boring capacity to support the future Red Gap Ranch pipeline. Water Services Director Lee Williams explained that the Red Gap Ranch pipeline would diverge from the I-40 corridor near Cosnino, and it would not interact with the interceptor pipeline.

Moved by Councilmember Khara House, **seconded by** Councilmember Lori Matthews to approve the CMAR Construction Phase Services Agreement with Eagle Mountain Construction, Inc. (EMC) in a total amount of $5,374,180.00 for Phase 1 - GMP 1 to initiate construction of the Wildcat Interceptor Sewer Upsizing Project (Project), approve an Owner's Contingency of $131,077.58, which is approximately 2.5% of Phase 1 - GMP 1, and authorize the City Manager to execute the necessary documents.

Vote: 7 - 0 - Unanimously

10. REGULAR AGENDA

A. **Consideration and Adoption of Resolution No. 2025-38:** A resolution of the Council, of the City of Flagstaff, Coconino County, Arizona, authorizing the Intergovernmental Agreement between the City of Flagstaff and Coconino County for Local Border Support Grant Funds.

Deputy Police Chief Charles Hernandez addressed Council and stated that the agreement between Coconino County and the City of Flagstaff was for the use of local border support grant funds. He clarified that the funds were specifically designated for the Metro Narcotics Unit, which focused on drug smuggling and interdiction within the community. The grant was funneled through the county by the Arizona Department of Public Safety and was used solely for operational and personnel expenses related to the unit.

Councilmember Garcia asked if and how Immigration and Customs Enforcement (ICE) could work with the Flagstaff Police Department as part of the operations related to the narcotics unit. Deputy Chief Hernandez explained that in his experience there had not been any direct relationship, enforcement actions, or activities with ICE. Those matters came after an arrest through the justice system. They did not have any interaction with any enforcement or removal orders and that would apply to the grant. The grant helped address drug sale, use, and trafficking of drugs within the community.

Moved by Councilmember Anthony Garcia, **seconded by** Vice Mayor Miranda Sweet to read Resolution No. 2025-38 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN COCONINO COUNTY AND THE CITY OF FLAGSTAFF FOR LOCAL BORDER SUPPORT GRANT FUNDS

Moved by Councilmember Lori Matthews, **seconded by** Vice Mayor Miranda Sweet to adopt Resolution No. 2025-38.

Vote: 7 - 0 - Unanimously

B. **Consideration and Adoption of Resolution No. 2025-39:** A resolution adopting the City of Flagstaff Title VI Implementation Plan Relating to U.S Department of Transportation, Federal Highway Administration, and Federal Transit Administration Funding

Grants and Contracts Manager Megan Dales addressed Council and stated that the Title VI Implementation Plan was required by the Arizona Department of Transportation to receive federal funding assistance. Approval of the plan would put the city into compliance for grants like Safe

Streets for All, which was funding the Butler Complete Street Conversion project as well as pass through funding from Metro Plan. She noted that the plan was developed through collaboration with Legal, Human Resources, and the City Manager's Office.

Moved by Vice Mayor Miranda Sweet, **seconded by** Councilmember Khara House to read Resolution No. 2025-39 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, ADOPTING THE CITY OF FLAGSTAFF TITLE VI IMPLEMENTATION PLAN RELATING TO U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION, AND FEDERAL TRANSIT ADMINISTRATION FUNDS

Moved by Councilmember David Spence, **seconded by** Vice Mayor Miranda Sweet to adopt Resolution No. 2025-39.

Vote: 7 - 0 - Unanimously

C. **Consideration and Adoption of Resolution No. 2025-40:** A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement between the City of Flagstaff and the Flagstaff Unified School District for Facilities Use, Maintenance, and Repair

Assistant Parks and Recreation Director Amy Hagin addressed Council and stated that the agreement had been in the making for quite some time. The agreement had an initial five-year term with and automatic renewal for an additional five-year term.

Moved by Councilmember Khara House, **seconded by** Vice Mayor Miranda Sweet to read Resolution No. 2025-40 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN FLAGSTAFF UNIFIED SCHOOL DISTRICT AND THE CITY OF FLAGSTAFF FOR FACILITIES USE, MAINTENANCE, AND REPAIR

Moved by Councilmember Khara House, **seconded by** Vice Mayor Miranda Sweet to adopt Resolution No. 2025-40.

Vote: 7 - 0 - Unanimously

D. **Consideration and Adoption of Resolution No. 2025-41:** A resolution of the Flagstaff City Council, reaffirming support for the designation of the Baaj Nwaavjo I'tah Kukveni Grand Canyon National Monument and expressing opposition to shrinking the boundaries or repeal of the monument

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Austin Aslan to read Resolution No. 2025-41 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, REAFFIRMING SUPPORT FOR THE DESIGNATION OF THE BAAJ NWAAVJO I'TAH KUKVENI GRAND CANYON NATIONAL MONUMENT AND EXPRESSING OPPOSITION TO SHRINKING THE BOUNDARIES OR REPEAL OF THE MONUMENT

Moved by Councilmember Austin Aslan, **seconded by** Councilmember Khara House to adopt Resolution No. 2025-41.

Vote: 7 - 0 - Unanimously

E. **Consideration and Approval:** Use of the Council Initiative Fund for Fiscal Year 26

The City Council discussed two funding requests, one to support NAU's marching band and another for the Market of Dreams nonprofit. NAU's marching band was recently invited to perform in the Macy's Thanksgiving Day Parade which was a significant honor. The cost of the trip was substantial, estimated at $2,300 per student for 300 members. Mayor Daggett proposed a $10,000 contribution from the Council Initiative Fund to help make the trip more accessible for all band members. Some Councilmembers expressed hesitation due to the timing at the start of the fiscal year, most were supportive, recognizing the uniqueness of the opportunity.

The second request came from Councilmember Garcia on behalf of the Market of Dreams, a nonprofit small business incubator. The group had built much of its new site through volunteer labor and now needed additional funds for critical finishing touches like outdoor lighting and safety improvements. Councilmember Garcia proposed a $3,500 contribution. Several Councilmembers acknowledged the organization's impact and indicated support.

Following discussion Council supported $10,000 for NAU Marching Band and $3,500 for the Market of Dreams.

Moved by Councilmember Khara House, **seconded by** Vice Mayor Miranda Sweet to approve the use of the Council Initiative fund to support NAU Marching band in the amount of $10,000 and the Market of Dreams in the amount of $3,500.

Vote: 7 - 0 - Unanimously

11. DISCUSSION ITEMS

A. FY24 Neighborhood Sustainability Grant Projects Report

Sustainability Coordinator Tia Hatton and Outreach and Communication Vista Kenzie Marino provided a PowerPoint presentation that covered the following:

NEIGHBORHOOD SUSTAINABILITY GRANT FY24 REPORT
NEIGHBORHOOD SUSTAINABILITY GRANTS
BUSHMASTER PARK COMMUNITY FRUIT ORCHARD
PROJECT ACCOMPLISHMENTS
HOSPICE HOME OLIVIA WHITE GARDEN EXPANSION
PROJECT ACCOMPLISHMENTS
COMMUNITY GARDEN EXPANSION
PROJECT ACCOMPLISHMENTS
GARDENER'S MARKET
PROJECT ACCOMPLISHMENTS
FARM TO FOOD CENTER
PROJECT ACCOMPLISHMENTS
FOREST GARDEN FORET
PEACEFULL VALLEY PERMACULTURE
HEALTHY SOILS AND THRIVING GARDENS PROJECT
PROJECT ACCOMPLISHMENTS
FAT C.A.T.S
PROJECT ACCOMPLISHMENTS
KITCHEN COMPOSTING PROGRAM
PROJECT ACCOMPLISHMENTS
REDUCING WASTE, CREATING VALUE, SUSTAINABLE SHOPPING
PROJECT ACCOMPLISHMENTS
FLAGSTAFF COMMUNITY FRIDGES
FLAGSTAFF SHELTER SERVICES' BIKE PROGRAM
NSG DISCOVERY STROLL: PATHWAYS TO SUSTAINABILITY
CURRENT GRANT PROJECTS (FY24-25)

Councilmember Matthews expressed support for the city's efforts and highlighted the positive impact of various individual projects. She shared concern about the complexity of the grant application process, noting that when she had applied a few years ago, it felt as demanding as applying for a much larger grant. She asked whether the application process had been streamlined since then.

Ms. Hatton stated that they had heard similar feedback, and the Sustainability Commission had a working group that had been working to update and simplify the application process. She also noted that they were using the Connect Flagstaff platform and hoped that it would also simplify things and make them cleaner.

Councilmember House expressed gratitude for the program's impact and highlighted the value of events that showcased project outcomes. She emphasized the importance of making those efforts more visible across neighborhoods so the community could better understand and appreciate their benefits.

Councilmember Aslan highlighted the significant time and effort the Sustainability Commission members dedicated to the grant program. He noted the many hours spent in meetings, work groups, and reviewing applications. He offered recognition to the commission and called them unsung heroes for their behind-the-scenes work supporting meaningful community initiatives.

Councilmember Garcia shared his experience visiting the CATs site and was impressed with the bike repurposing program. He noted how it resembled a professional bike shop and had strong community support. He asked whether the sustainability grant program helped connect similar initiatives, such as the Flagstaff Shelter Services' bicycle program. Ms. Hatton stated that events like the Discovery Stroll were designed to foster networking and collaboration among groups, organizations, and community.

B. Update on Coconino County Community College 2025 Bond Question

Deputy City Manager Joanne Keene introduced Coconino Community College President Dr. Eric Heiser who provided a PowerPoint presentation that covered the following:

CCC CAPITAL CONSTRUCTION BOND INFORMATION OVERVIEW
BOND OVERVIEW
PROJECT SCOPE
POTENTIAL TIMELINE
H3 JOBS AND WORKFORCE IMPACT
FOURTH STREET CAMPUS- PROGRAM HIGHLIGHTS
DRAFT RENDERINGS
ALLIED HEALTH BUILDING -- PROGRAM HIGHLIGHTS
DRAFT RENDERINGS
FREQUENTLY ASKED QUESTIONS

Concerns were raised regarding the east campus library that was part of the proposed new building. There had been no discussions yet about the future of the library, particularly around security concerns. It would be important for the city to understand the planned security features. There were also reservations about the two-story design. Dr. Heiser clarified that the two-story design was driven by space and cost-efficiency. A single-story option would sacrifice significant square footage and make it more difficult to justify fiscal responsibility to voters.

It was asked what the plan would be if the bond measure did not pass, and whether the board would revisit the question with voters and on what timeline. Dr. Heiser stated that without bond approval, the proposed construction and expansion would be unfeasible. While another attempt could be considered in the future, such a decision would depend on the governing board and would not happen immediately.

Council expressed support for the project, citing its potential for expanded programming and valuable partnerships in technical education. They were optimistic that the community would recognize the broader benefits.

Ms. Keene stated that staff would begin work on an intergovernmental agreement with CCC after the upcoming break to formalize the city's involvement.

C. 2024 CARE unit annual update

Fire Captain Seth Gregar, Thea Sherman with Terros, and Danielle Simmons, Lead Clinical Supervisor for the CARE unit, provided a PowerPoint presentation that covered the following:

CARE UNIT ANNUAL REPORT
HISTORY
CARE 2024 CALL LOCATIONS
CALLS FOR SERVICE
FPD AND FFD CALLS FOR SERVICE
REDUCTIONS
DIVERSIONS -- 2024
DISPATCHES PER QUARTER
RESPONSE TIMES (MINUTES)
RESPONSE OUTCOMES
PRIMARY ISSUE ON SCENE
PROACTIVE OUTREACH
DISTRIBUTION OF BASIC NEEDS IN 2024
REAL EXPERIENCES
COMMUNITY PARTNERS
ONGOING CHALLENGES
WHAT'S NEXT
IN CONCLUSION

Council discussed the CARE program's progress and continued impact on the community. The program had remained true to its original vision, in reducing criminal activity by supporting individuals in crisis. They asked about the biggest challenges the program faced and how those might be addressed with potential new funding.

Staff explained that one of the most pressing challenges was alcohol misuse and the lack of accessible detox facilities. Often, by the time individuals were connected to services, they had already relapsed. A dedicated detox facility offering wraparound services, including mental health and substance use support, was identified as a critical need.

There was enthusiasm for the upcoming downtown ambassador program and gratitude for the extensive list of community partners and proactive outreach strategies. Council asked how the program handled situations when clients refused services and what expanding the program's hours might entail. Staff responded that they respect client autonomy in such cases and continue to monitor after-hours data to determine potential solutions for extended service. It was noted that call volume typically declined after hours, but ongoing evaluation was being conducted.

There was strong appreciation for the program's success and its ability to overcome early personnel challenges. Council emphasized the importance of expanding behavioral health services and wraparound support alongside the ambassador program. Staff discussed potential expansion models, including the addition of a second unit or integration of a Physician Assistant, though cost remained a limiting factor.

Field staff also reported challenges with severely intoxicated individuals and noted an expected increase in calls once the ambassador program was fully underway. There was difficulty in establishing and operating a detox facility in Flagstaff due to insurance coverage issues, however, AHCCCS would cover treatment if the facility was within 100 miles of a person's residence, which could serve as a short-term solution despite concerns about transporting people out of the area.

Concerns were raised about the low number of CARE clients being referred to the Guidance Center. Staff clarified that many clients presented with medical needs that necessitated hospital care rather

than immediate behavioral health placement and noted the need for additional mental health services in the community due to transportation barriers and limited facility capacity.

Council expressed appreciation for the fire department for embracing a non-traditional program and helping it succeed.

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 Aslan to place on a future agenda a discussion about requiring public speakers to announce their home address when giving public comment.

Councilmember Aslan stated that his request stemmed from a desire to better understand who was providing public comment, particularly in distinguishing between city residents and non-city residents. While it was important to hear from everyone, it would be helpful to know when a speaker was a city resident. The intention was not to ask for personal addresses, but rather to suggest that speakers simply state at the beginning of their comments whether or not they reside within the city.

There was requisite Council support to advance the item for a future discussion.

B. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Matthews to place on a future agenda a discussion regarding a review of Division proposed budgets as part of the annual budget process

Councilmember Matthews stated that there were two declared emergencies, housing and climate, and given their importance, there should be more detailed discussions with Council during budget conversations. It would be helpful to understand what the divisions were doing, what their funding requests were, and the context behind the final budget decisions, rather than only being presented with the outcomes.

There was requisite Council support to advance the item for a future discussion.

13. OPEN CALL TO THE PUBLIC

None

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

Councilmember Matthews shared that she recently participated in a meeting through the Flinn Brown Foundation, where Beth Kohler from the Arizona Association for Health Plans provided valuable insight into the real impacts of Medicaid cuts on Flagstaff and rural Arizona. She emphasized the importance of staying informed about issues that could affect the community. Additionally, as a member of the Budget, Finance, and Economic Development Committee for the Arizona League of Cities and Towns, she attended two presentations, one on incentives for workforce housing and another on spending limits. She expressed appreciation for being involved in those committees and the knowledge she gained through participation.

Councilmember Garcia reported that he attended a House of Jacks event which provided an opportunity for individuals interested in becoming firefighters to work out with current crews, interact with equipment, and potentially find a mentor. The program offered insight into the firefighter schedule and lifestyle, and those interested were encouraged to contact the Flagstaff Fire Department or visit their Facebook page for more information. He also shared that there was an upcoming event on July 26, 2025, at Bun Huggers, organized by the nonprofit Rev Up Unity. Volunteers, especially motorcycle riders, were invited to help make sack lunches for individuals experiencing homelessness and then ride across the city to distribute them.

Councilmember Aslan shared that he attended a meeting organized by the Flagstaff Water Group, which included several councilmembers, former councilmembers, city leadership, and the Water Services Director. One of the topics of conversation was biochar. He also shared that he recently visited Red Gap Ranch with Water Services Director Lee Williams and film commissioner Ryan Randazzo. While the site may not be visually remarkable from a water infrastructure standpoint, its scenic and diverse landscape, held strong potential as a filming location. He suggested the idea of using Red Gap Ranch not only for its water and solar potential but also as a city-controlled asset that could generate revenue by attracting film projects.

Vice Mayor Sweet thanked the sustainability team and community members for their efforts in cleaning up an overgrown vacant lot at Mobile Haven, making it Firewise. She noted that Asteroid Day was celebrated with a proclamation reading at Lowell Observatory, which had great attendance. She also reported that Friday was both the downtown Art Walk and the Fourth of July parade which the City Council would be participating in. She thanked Public Works for providing a truck and driver for the parade.

Councilmember House shared that she also attended the presentation by the Flagstaff Water Group on biochar and found the information very interesting. She also attended a Flinn Brown Foundation webinar about the costs and impacts of Medicaid cuts in Arizona. She was also able to provide a presentation on the implications of Medicaid cuts, federal policy changes, and public land sales for northern and rural Arizona. She participated in a National League of Cities conversation which discussed how federal developments affected cities' abilities to serve diverse communities. Lastly, she wished her nephew a happy birthday.

Councilmember Spence reported that he was registered to attend a Morrison Institute for Public Policy seminar in August.

Mayor Daggett congratulated United Way on the 20th year of Kinder Camp and its partnership with CCC and NAU, which now guaranteed free tuition to all Kinder Camp participants. She highlighted efforts led by Liz Archuletta to support students throughout their schooling by providing resources to families, ensuring readiness for college or technical school. She also addressed recent developments with the Senate passing their version of HR1, which posed significant negative impacts on healthcare access through Medicaid and the insurance exchange. She had been working with the Flagstaff Family Food Center to assess those impacts in Northern Arizona and co-wrote an op-ed on the topic. Approximately 25,000 people in the area risked losing some SNAP benefits, with an additional 14,000 at risk of losing them entirely. Since SNAP eligibility also determined access to free and reduced-price school meals, the potential loss of food assistance for children was heartbreaking. She expressed gratitude to Congressman Crane's Chief of Staff for taking time to discuss the issues and to the Flagstaff Family Food Center for their collaboration in communicating the impacts to local leaders.

Deputy City Manager Joanne Keene announced that Michelle McNulty was appointed as the new Planning and Development Director. There was excitement around her energy and what she would bring to the position.

15. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held July 1, 2025, adjourned at 6:44 p.m.

_____
MAYOR

ATTEST:

_____

CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on July 1, 2025. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 26th day of August, 2025

_____

CITY CLERK

JOINT CITY COUNCIL / PLANNING AND ZONING
COMMISSION WORK SESSION
WEDNESDAY, JUNE 30, 2025, 2025
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN AVE
3:00 P.M.

MINUTES

1. Call to Order

Mayor Daggett called the meeting of the Flagstaff City Council held June 30, 2025, to order at 3:05 p.m.

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 work session, 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.

CITY COUNCIL PRESENT:	ABSENT:
MAYOR DAGGETT	
VICE MAYOR SWEET	
COUNCILMEMBER ASLAN	
COUNCILMEMBER GARCIA	
COUNCILMEMBER HOUSE	
COUNCILMEMBER MATTHEWS	
COUNCILMEMBER SPENCE	

PLANNING & ZONING PRESENT:	ABSENT:
CHAIR MANDINO	COMMISSIONER LUCKE
VICE CHAIR NORTON	COMMISSIONER SHARP
COMMISSIONER LUCKE	COMMISSIONER WELLER
COMMISSIONER MAHER	
COMMISSIONER SHEEHY	

Others present: City Attorney Sterling Solomon

3. Pledge of Allegiance, Mission Statement, and Land Acknowledgement

The Council and audience recited the pledge of allegiance, Vice Mayor Sweet read the Mission Statement of the City of Flagstaff, and Councilmember Aslan read the 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.

Mayor Daggett excused herself from the meeting at 3:07 p.m.

4. Joint Training on Governance and Coordination for City Council and Planning & Zoning Commission

Planning Manager Alaxandra Pucciarelli, Zoning Code Manager Tiffany Antol, Comprehensive and Neighborhood Planner Sara Dechter, Community Development Director Michelle McNulty, and Communication and Civic Engagement Division Director / City Clerk Stacy Saltzburg provided a PowerPoint presentation that covered the following:

JOINT CITY COUNCIL AND PLANNING AND ZONING COMMISSION TRAINING
DUTIES OF THE PLANNING COMMISSION
OPEN MEETING LAW REMINDERS
RELATIONSHIP TO STAFF
WHAT IS A GENERAL PLAN
WHAT IS A SPECIFIC PLAN
ZONING CODE
SUBDIVISION ORDINANCE
ETHICAL PRINCIPALS IN PLANNING
PUBLIC INTEREST
EX PARTE CONTACT
HOW TO DEAL WITH EX PARTE CONTACT
DUE PROCESS
COMMISSION MEMBER PARTICIPATION AT COUNCIL MEETING
STAFF RECOMMENDATIONS CONDITIONS OF APPROVAL
MAKING A DECISION/FINDINGS
RELATIONSHIP TO MAYOR AND CITY COUNCIL
COMMISSION RECOMMENDATIONS

Councilmember Matthews asked whether the Planning and Zoning Commission has the same access to legal counsel during meetings as the City Council does.

Mr. Solomon confirmed that the Commission does have legal support and identified Senior Assistant City Attorney Christina Rubalcava as the attorney currently working with the Planning and Zoning commission.

Ms. Pucciarelli added that staff typically keeps Commission discussions focused by structuring them around findings and official reports.

Vice Chair Norton raised concerns about the lack of communication when items move from the Commission to the Council. She pointed out that when projects initially denied by the Commission are later approved by Council, it can create confusion and reduce transparency. She expressed the importance of conveying not only votes but also context and discussion, particularly when votes are split. Vice Chair Norton mentioned she had advocated for a Councilmember to attend Commission meetings for better continuity of information.

Vice Mayor Sweet explained she initiated the idea for this meeting months ago to revisit the concept of a liaison. She acknowledged staff's position against appointing one but reaffirmed that she watches Planning and Zoning meetings online. She also reiterated Mr. Solomon's advice about having legal counsel present when speaking to developers. Mr. Solomon stated that both staff and legal counsel should be involved in any such meetings.

Councilmember Matthews sated she echoed Vice Chair Norton's concerns about transparency. She requested that staff provide summaries of denial rationales to offer more clarity, especially when the

reasoning is vague or buried among many project components.

Vice Chair Norton acknowledged that this could place staff in an uncomfortable position but suggested a separate summary might alleviate that pressure.

Ms. McNulty stated that such summaries could be included in reports moving forward and that staff could also note changes or address concerns as part of the process.

Councilmember House emphasized how valuable it is for Council to understand the discussions behind dissenting or split votes. She has seen instances where staff have shared insights as private citizens, which helped fill in the gaps. She noted that when developers revise plans following Commission input, it is helpful to understand how those changes might have affected prior votes. Councilmember House expressed support for coordinating that feedback more formally.

Councilmember Matthews asked for clarification on whether commissioners who speak during Council meetings may do so in their official capacity. Mr. Solomon clarified that commissioners may only speak as private citizens, not as representatives of the Commission.

Councilmember Matthews asked whether a commissioner could email information to the Council directly. Mr. Solomon stated that any such input should be part of the staff summary or submitted as written comments through staff.

Councilmember Spence asked whether a developer whose plan is denied by the Commission could return with changes before the matter goes to Council. Mr. Solomon explained that a developer would need to submit an amended plan and go through the process again. Ms. Pucciarelli added that an applicant could withdraw the proposal, revise it, and then reenter the process.

Councilmember Spence and Commissioner Maher asked whether this puts the developer at the back of the line. Ms. Pucciarelli said that while they would not start entirely from beginning, the item would still need to go through proper public noticing and scheduling.
Mr. Solomon clarified the distinction: if Council remands a case, it stays in the queue, but if the applicant withdraws it, they go to the back of the line.

Commissioner Sheehy shared a past experience where she did not disclose a prior professional relationship with a developer. She asked whether such relationships should be disclosed. Mr. Solomon advised that disclosing any relationship that would be considered new information to the public is best practice.

Vice Mayor Sweet thanked staff for organizing the meeting.

5. Informational Items To/From Mayor, Council, and Commissioners

None

6. Adjournment

The Joint City Council / Planning and Zoning Commission meeting held June 30, 2025, adjourned at 4:05 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL WORK SESSION
TUESDAY, JUNE 24, 2025
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN AVE
3:00 P.M.

MINUTES

1. Call to Order

Mayor Daggett called the Work Session of the Flagstaff City Council held June 24, 2025, to order at 3:00 p.m.

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 work session, 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.

PRESENT:	ABSENT:
MAYOR DAGGETT VICE MAYOR SWEET COUNCILMEMBER ASLAN COUNCILMEMBER GARCIA COUNCILMEMBER HOUSE COUNCILMEMBER MATTHEWS COUNCILMEMBER SPENCE (arrived at 3:02 p.m.)	

Others present: City Manager Greg Clifton and City Attorney Sterling Solomon

3. Pledge of Allegiance, Mission Statement, and Land Acknowledgement

The Council and audience recited the pledge of allegiance, Vice Mayor Sweet read the Mission Statement of the City of Flagstaff, and Councilmember House read the 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.

Matthew Dyer addressed Council on noise complaints and expressed concerns about information being withheld from his public records request. He stated that the police are harassing him and his business regarding the noise ordinance and that the overall process has left him mentally drained.

Steven Puhr addressed Council and raised concerns about local economic struggles, tax fluctuations, and delayed projects. He highlighted overdue updates to the water plan, the need to review the high local minimum wage, and lack of progress on the carbon neutrality plan.

5. Review of Draft Agenda for the July 1, 2025 City Council Meeting

Citizens wishing to speak on agenda items not specifically called out by the City Council may submit a speaker card for their items of interest to the recording clerk.

Councilmember Garcia made clarification on his request for the Council initiative fund stating it was for the Market of Dreams and not a Montalvo Stem Center Event.

6. June Work Anniversaries

Senior Deputy City Manager Shannon Anderson highlighted those employees who have work anniversaries in June.

Councilmember Garcia acknowledged Mr. Znetko for his guidance and assistance over the years.

7. City Manager Report

A. Discussion and direction on letter of opposition of the sale of public lands as outlined in the One Big Beautiful Bill Act

Public Affairs Director Sarah Langley presented the background and a proposed letter of opposition regarding the One Big Beautiful Bill Act. She outlined the steps the Senate is taking to advance the bill and emphasized the importance of sending the letter to protect the lands surrounding Flagstaff, which could be negatively impacted, particularly in terms of natural resources.

Councilmember Matthews asked whether national parks would be included in the bill. Ms. Langley clarified that the original version did not include them, but a recent update indicated that Bureau of Land Management lands might now be part of the legislation.

Councilmember House inquired about the possibility of amending the letter if needed, and Ms. Langley confirmed that changes can be made and brought back for ratification since this was a work session.

Mayor Daggett confirmed the letter would still be sent, to which Ms. Langley agreed, noting that any necessary adjustments would be made based on future changes to the bill.

Councilmember Aslan expressed strong support for the letter, stating the bill poses a threat to the character of Flagstaff and commended those advocating for the protection of public lands.

City Manager Greg Clifton moved the discussion back to his City Manager Report and briefly reviewed his report highlighting the Mary Jo Jenkins Leader of the Year Award winner Stacy Saltzburg.

Communication and Civic Engagement Division Director and City Clerk Stacy Saltzburg stated her appreciation for the recognition, thanked the leadership team, and stated her gratitude toward public service.

8. Flagstaff Airport Triennial Full-Scale Exercise After-Action Report and Improvement Plan Update

Grants, Contracts, and Emergency Management Director Stacey Brechler-Knaggs, Emergency Director Daniel Kelly, Airport Director Brian Gall, and Deputy Fire Chief of Operations Chris Fennell a PowerPoint presentation that covered the following:

OPERATION READY FLG 2024 AFTER ACTION REPORT
PLANNING
EXECUTIVE SUMMARY
EXERCISE SCENARIO
CAPABILITY ANALYSIS
OBJECTIVE 1
OBJECTIVE 2
OBJECTIVE 3
OBJECTIVE 4
OBJECTIVE 5
STRENGTHS
AREAS FOR IMPROVEMENT
IMPROVEMENT PLAN
QUESTIONS?

Councilmember Matthews commented on the recent emergency response exercise last fall, noting that while many corrective actions were listed, most issues were not visibly apparent during the event. She asked about the timeline for implementing those corrective actions.

Mr. Kelly responded that it is a positive that most issues went unnoticed and mentioned there were 17 items under one objective alone so it would take some time to complete all the corrective actions. Mr. Gall added that despite the six-month window, some corrective actions are already complete.

Councilmember House shared her experience participating in the exercise, praising how smoothly it went and how well various organizations coordinated. She appreciated the opportunity and emphasized the value of seeing the full scope of emergency response in action.

Councilmember Garcia thanked the team and highlighted the importance of honest reflection, acknowledging budget and personnel challenges and the need to address them.

Councilmember Matthews also complimented the realism of the exercise, including the use of mock victims, and emphasized the importance of adequate staffing, referencing a recent small aircraft incident as a reminder of preparedness needs.

Mayor Daggett stated the exercise was fascinating and expressed appreciation for efforts to identify and address shortcomings proactively.

9. **Discussion of opportunities and considerations of potential City involvement in preserving the Orpheum Theater as a historic community asset for public benefit.**

Mr. Clifton introduced the historical background and proactiveness of this discussion. Deputy City Manager Joanne Keene, Community Development Senior Planner Lauren Clementino, and Community Investment Director David McIntire provided a PowerPoint presentation that covered the following:

ORPHEUM THEATER DISCUSSION
BACKGROUND ON THE ORPHEUM
FRAMING THE DISCUSSION
DISCUSS POTENTIAL SCENARIOS -- SCENARIO 1
DISCUSS POTENTIAL SCENARIOS -- SCENARIO 2
DISCUSS POTENTIAL SCENARIOS -- SCENARIO 3
CONSIDERATIONS
OTHER CONSIDERATIONS
QUESTOINS AND DIRECTION

Vice Mayor Sweet shared that the initiative began when the owner Chris Scully approached her about the future of the Orpheum Theater, emphasizing its role as a cultural anchor in downtown Flagstaff. A group was formed to explore options, and she highlighted the importance of keeping the Orpheum locally owned. She also stressed the need to fund the Indigenous Community Cultural Center (ICCC), suggesting that combining both projects could benefit the community and preserve vital cultural assets that have long been in planning.

Indigenous Affairs Administrator Rose Tohe explained that the idea for the ICCC dates back decades, with strong community support pushing it forward. After 15 months of public engagement, a final concept was accepted in 2022, and an RSOQ was issued to find a nonprofit partner. She described the vision for the center as inclusive, not just for Indigenous peoples but for the broader community, grounded in cultural values and a sense of shared space.

Councilmember Matthews supported Scenario Two, which includes both the Orpheum and the ICCC, calling it a long-promised and overdue commitment. She stressed the importance of understanding the full financial picture, including rehab costs, which could reach $10 million, and the potential need for bonds or taxes. She expressed concerns about voter support and the need for a plan that is financially realistic and respectful to sellers who have been waiting for over a year and could be waiting for another few years.

Councilmember Garcia also leaned toward Scenario Two, recognizing financing challenges but viewing them as manageable. He emphasized the project's importance and suggested it would only require a relatively small financial portion to move forward.

Public commenters in support:

- Ryan Heinsius
- Randy McGrane
- Charles Smith
- Brian Locke
- George Averbeck
- Al White
- Anslem Yazzie
- Dapper Dre
- Chris Scully

Comments included:

- Orpheum being more than just a gathering place for the community but has cultural and historical significance.
- The Orpheum has put Flagstaff on the map.

- Orpheum has gathered many different types and groups of people, bringing the community together.
- The Orpheum allows for local artists to have a stage and some where to start
- Commending staff on their knowledge and research on how much the Orpheum is a community asset.
- Encouraging more people to be creative with solutions
- Emphasized stewardship and local job creation through theatre operations.
- Wants to ensure a secure future for the theatre by finding responsible hands to take it forward.
- Described it as a local landmark with deep roots in Flagstaff.
- Believes city ownership could generate revenue and community services.
- Stated Orpheum could be a financial and cultural asset to the city.
- Believes Orpheum rents or a long-term lease could be beneficial.
- Concerned about potential tax increases, but sees the investment as worthwhile.
- Enthusiastic about the idea of a broader arts district.

Steven Puhr addressed Council in opposition and stated that he attends events at the Orpheum a few times a year and there are creative ways to move forward in preserving it. He requests Council be cautious with taxpayer dollars and notes that it has been privately owned for 100 years and has been successful.

Mike Taylor and Mike and Kelly Tulloss submitted written comments in support of preserving the Orpheum.

Councilmember Matthews asked Owner Chris Scully if he can wait a few years to find out the results of an election, knowing that government can take a while and results may not be favorable. Mr. Scully stated they were hoping for the next election cycle as they do have financial obligations, they need to meet but they are willing to bridge some of those gaps if needed. He added that developers are really interested in the property.

Councilmember Aslan asked Al White, as a member of the Board at Theatrikos, if he would recommend a similar arrangement they have with the City. Mr. White explained that while he cannot officially represent the Theatrikos board, he did present the Orpheum preservation idea to them. The board responded with interest, as long as any proposed solution does not require additional funding from the city. The existing partnership is built on trust and long-term commitment, and he suggested that a similar lease or rental model for the Orpheum could provide both financial benefits and long-term sustainability.

Councilmember House emphasized the importance of viewing the Orpheum and ICCC through a historical and community-focused lens, noting that this is not just about one property owner but a broader community investment in arts and culture. She leaned toward Scenario Two, which integrates the Orpheum and the ICCC into a larger arts district, as a way to meet multiple longstanding community needs and strengthen the local economy.

Mr. McIntire explained that Scenario One involves the City of Flagstaff purchasing the Orpheum and contracting a private operator, a traditional model seen elsewhere. Scenario Two is more complex but offers a greater vision, creating an arts district that supports cultural, educational, and community uses, with flexible ownership options and potential for broader community involvement. Mr. Clifton added that such a district could include diverse revenue sources beyond just arts.

Several councilmembers voiced strong support for Scenario Two. They emphasized that the ICCC has been promised for over 40 years and must be prioritized alongside preserving the Orpheum. Councilmember Matthews stressed the importance of financial transparency, including potential bond or tax impacts, and called for a plan that voters can realistically support. She also asked about ballot timelines and Management Services Director Rick Tadder explained informational packets for the public would need to be started this year for a ballot next year.

Councilmember Garcia reflected on the cultural and personal significance of the Orpheum, sharing personal memories and calling it a spiritual and cultural asset.

Councilmember Spence echoed support for including the ICCC and requested full transparency on costs, building condition, and appraisal details before proceeding.

Mayor Daggett expressed general support for whichever scenario ensures the project's success, recognizing the Orpheum as a cornerstone of the community.

Deputy City Manager Keene confirmed the team has clear direction and that an appraisal could be completed within 60--90 days, allowing progress on further planning.

10. Regional Plan Implementation

Comprehensive Planning Manager Sara Dechter provided a PowerPoint presentation that covered the following:

REGIONAL PLAN IMPLEMENTATION
REGIONAL PLAN 2045 UPDATE PROCESS
OBJECTIVES
CRITICAL SUCCESS FACTORS
PROCESS AND COSTS
PROCESS AND VALUES
STATE REQUIREMENTS
THE PLAN AND CITY CODE
WHAT DID WE REQUIRE IN THE PAST?
WHAT DO WE REQUIRE NOW?
CODE-PLAN RELATIONSHIP

Councilmember Matthews raised concerns about the vague language in policy around substantial performance, noting that it often leaves too much up to staff interpretation, which can lead to inconsistencies, higher costs, and frustration. She emphasized the need to clarify language to avoid ongoing confusion between staff and the development community, which already faces a complex process.

Ms. Dechter acknowledged that the current language complicates matters and agreed it would grant more discretion to the Council while requiring careful oversight from staff. She welcomed feedback to help refine the code and committed to bringing proposed changes back promptly for review.

IMPLEMENTABILITY
UPDATED DENSITY RANGES
FUTURE GROWTH ILLUSTRATION

Councilmember Aslan questioned whether the contingency category in zoning always leads to increased density or if it could be used to manipulate zoning outcomes by invoking future density.

Ms. Dechter clarified that the intent was not to allow such reverse use, noting that the "choose your own zoning" approach has created uncertainty rather than true flexibility. She added that they aim to prevent developers from investing in projects unlikely to be approved. If the Council desires more flexibility, she said staff could explore that with partners based on further guidance.

PAUSE FOR QUESTIONS BEFORE EXAMPLES
EXAMPLE 1
EXAMPLE 2

Councilmember House questioned how a property currently zoned R1 could be considered for apartment development in a suburban corridor if R1 is not listed as a compatible zoning category. Ms. Dechter explained that the zoning was originally assigned in 1985 under a different general plan, and the current plan uses updated categories.

Councilmember House asked whether a zoning map amendment would be needed if the property falls under an existing compatible category. Ms. Dechter clarified that R1 is not compatible with the

current corridor designation, and any changes to allow increased density would require Council action.

EXAMPLE 3

Councilmember Spence inquired about the conforming to suburban guidelines, and Ms. Dechter explained they were included in the packet for the Joint Regional Meeting with the County. These guidelines address a mix of uses, diverse housing types, design elements, connectivity, and parks.

Councilmember Garcia asked about Elks Crossing, and Ms. Dechter explained it is a suburban center with a mixed-use designation, including commercial planning and apartment density situated near a hillside.

EXAMPLE 4
EXAMPLE 5

Councilmember Garcia asked how the .67 an acre figure for the historical district was determined, and Ms. Dechter responded that it was based on historical data.

Councilmember Spence inquired about the legal basis allowing a property owner to sue the city for loss of value due to zoning changes. City Attorney Sterling Solomon explained this is related to Proposition 207, which allows owners to claim damages if they can prove a decrease in property value due to a government action.

Councilmember Spence then asked whether anything in the regional plan could trigger a Prop 207 claim. Ms. Dechter clarified that the Regional Plan itself does not change existing entitlements and typically would not prompt such claims. If a property owner initiates a rezoning request, they are required to sign a waiver for Prop 207 rights. Mr. Solomon added that the Regional Plan provides broad guidance, while zoning code changes are more likely to raise Prop 207 concerns.

EXAMPLE 6
FLAGSTAFF REGIONAL LAND USE PLAN FOR 2045

Councilmember Matthews asked if the intention behind the proposed changes is to offer clearer alternatives to current findings used in zoning amendments, making the process more understandable. Ms. Dechter agreed, affirming that if this is the direction the Council wants to take, staff will carefully draft language to align findings with the city's goals and incorporate corresponding code amendments for clarity.

Councilmember Aslan raised the importance of a hierarchy of priorities. In response, Ms. Dechter explained that the team is already drafting "core" and "complementary" priorities, which could be referenced during zoning updates. She added that while the Regional Plan tends to remain broader in scope, the zoning code is where specificity is typically introduced.

Councilmember House questioned the rationale behind a proposed new "Finding #4," expressing concern over how consistency with the plan would be evaluated, especially if a developer claims a goal conflicts with their proposal. She asked whether exemptions would be based on developer interests or actual alignment with broader state and regional goals. Ms. Dechter clarified that under current practice, applicants provide narratives to justify why they cannot meet certain requirements--often tied to design or affordability--and the decision to grant exceptions lies with staff or Council. She noted that recent efforts, like the HOH process, have adjusted some goals to reflect evolving community priorities, though most developers attempt to work within the framework rather than eliminate policies outright.

Councilmember Garcia emphasized that development should not drive the Regional Plan and requested clearer identification of community values in future presentations. He asked staff to highlight where values are protected and where streamlining is being applied. Ms. Dechter acknowledged that the sheer volume of goals and policies sometimes creates uncertainty, which becomes costly and inefficient when conflicts are discovered late in the process. She stressed that

identifying and incorporating core community values early is crucial to avoiding delays and cost increases.

Councilmember Matthews added that while it is good the plan can adapt, frequent changes can undermine public trust, especially when adjustments occur after a plan is approved by voters. She questioned the purpose of a Regional Plan if it is constantly revised. Ms. Dechter responded that previous planning processes were hindered by difficulties in maintaining quorums and compressed implementation timelines. She assured the Council that anticipated changes would be minimal and addressed proactively.

Councilmember Matthews asked whether amendments would now need to comply with all goals and policies, expressing concern about the overwhelming number of standards. Ms. Dechter clarified that the updated approach would focus only on goals relevant to the type of amendment being proposed, rather than requiring compliance with all 500. This would streamline the process while still upholding the plan's intent.

Ms. McNulty commented that the overarching goal is to allow rezonings to proceed without unnecessarily triggering full-scale plan amendments. By aligning zoning districts with the Regional Plan, decisions can be made more easily. She emphasized that if zoning is not simplified, property owners may choose to build within their existing rights, potentially bypassing public input.

Councilmember Aslan stated that the goal is to create clear boundaries for developers to work within. He emphasized that the intention is not to make it easier for developers to do whatever they want, but rather to make it easier for them to build in ways that align with the City's vision and values.

FLAGSTAFF REGIONAL PLAN 2045
EXAMPLES OF TREATMENTS
BENEFITS
DIFFERENCES
QUESTIONS AND FEEDBACK
HOSPITALITY OVERLAY
RESORT USE
HOSPITALITY OVERLAY
QUESTIONS AND FEEDBACK

Councilmember Aslan expressed initial appreciation for the efforts to consider requests regarding land use but voiced discomfort with the new overlay plan, particularly the potential to limit Little America's density to just one unit per acre. He emphasized the community's desire for more housing opportunities rather than resorts and worried that redesignating the limited land available might threaten housing development. Ms. Dechter clarified that the flexibility in the new plan would allow hotel properties to convert more easily into housing or mixed uses, such as part-time residences or short-term rentals, which current land use designations do not permit. While the plan itself cannot detail all these future possibilities, it serves as a framework for designating parcels and guiding further discussions on appropriate uses.

Councilmember Matthews noted that the feedback from Little America indicated a preference for zoning flexibility allowing a mix of housing, workforce housing, and resort-style living on their property. She asked if guardrails could be established, such as limits on the number of housing units, to ensure a balanced approach. Ms. Dechter responded that there currently is not a zoning category that allows such a mixed-use modern resort, and achieving that would require updating zoning codes. The plan itself would only guide these discussions, not implement them.

Councilmember House shared some hesitation, recalling past proposals for a "Little America neighborhood" and expressing concern about shifting from a neighborhood-focused plan to a resort plan without clear benefits or sufficient community involvement. Councilmember House stressed the importance of deeper community engagement from Little America before moving forward.

Councilmember Garcia also expressed hesitation, particularly about the language used in the plan and its implications for the community. He asked if a new zoning code could be created to address

these concerns without becoming overly complicated or restrictive. Ms. Dechter mentioned that jurisdictions like Phoenix and the county have custom zoning tools negotiated and legislated through council processes, which could serve as models. The intent is that parts of Little America could remain as resort uses while other parts evolve, but this would depend on future zoning decisions. Currently, this remains a conceptual discussion.

Mayor Daggett asked whether the Regional Plan Committee had been consulted about changing direction based on community feedback. Ms. Dechter explained that the committee completed its work in March and will not be reconvened, but acknowledged this is a late-arising issue that warrants further examination in upcoming hearings and work sessions.

Mayor Daggett also noted that there are alternative approaches, such as using regional center zoning or specific plans for the area. Ms. Dechter confirmed that specific plans and tools like Planned Unit Developments (PUDs) could be used to address these issues in a more tailored way going forward.

UPDATED TRAILS MAP

Councilmember Garcia asked if someone could create a socially generated trail and save it on the site. Ms. Dechter explained that while the app can automatically save routes when users go for a run, users cannot edit official municipal trails. Mr. Solomon added that they would not encourage altering trails or take liability for changes, as they are not asking people to modify existing trails.

QUESTIONS AND FEEDBACK

Public commenters in support of the Regional Plan:

- Nick Wood
- Jim Hill
- Hillary Turby

Comments included:

- Thanked city staff and clarified confusion between the regional plan and zoning process.
- Noted that PUDs still require Council approval.
- Emphasized any major change would still go through a formal amendment process.
- Suggested the overlay is a way to avoid a major amendment, but acknowledged it still needs Council approval.
- Said the plan discourages developers by not providing a clear path forward.
- Believes the system works better with maximums, not minimums, to allow for flexibility.
- Warned developers may be reluctant to join when criteria is uncertain.

Public commenters in opposition to elements of the Regional Plan:

- Mary Norton
- Michele James
- Charity Lee
- Marilyn Weissman

Comments included:

- Criticized the low urban growth category, suggesting it should be higher.
- Opposes the hospitality/resort overlay for Little America; believes it will likely fail.
- Urged Little America to go through the proper zoning amendment process.
- Encouraged collaboration with landowners in the JWP area for alternatives to resort development.
- Opposes the proposed minimum density of 5 units/acre, saying it's too restrictive.
- Warned this could lead to fewer housing units, despite the area currently allowing development.
- Stated that rural residential owners could choose to rezone, but setting a 5-unit minimum

discourages participation.
- Raised concerns about resource protection constraints under the new plan.
- Warned the overlay bypasses community input and sets a bad precedent.
- Criticized limited trail inclusion, asking for clearer demonstration of trails and intent.
- Raised concerns about neighboring land looking like golf course developments.

Noel Griemsmann submitted written comments for modifications and clarifications on behalf of Little America.

Mayor Daggett asked for a reminder of the timeline and whether Council needed to provide direction that evening. Ms. Dechter confirmed that direction was needed to meet the hearing schedule, including a potential special meeting in October. She clarified misunderstandings around zoning compatibility--stating that properties opting into a category do not necessarily have to meet a 5-unit-per-acre minimum, contrary to some public comments.

Councilmember Garcia shared feedback from a meeting with Little America, expressing that trails should remain open until development occurs, but also noted the property's late involvement in the process.

Councilmember Matthews stated concerns about allowing public access to private trails, citing risks such as a past fire from illegal camping. She also requested more discussion on PUD options.

Councilmember House supported the general direction of the presentation, she stated she preferred exceptions over new resort designations, and endorsed the trail map.

Mayor Daggett also supported the trail map and favored handling resort proposals through PUD/PAD rather than a resort-specific designation, citing compatibility and long-term flexibility. Vice Mayor Sweet echoed support for text additions and using the PUD/PAD approach.

Councilmember Matthews inquired about unit density in suburban neighborhoods zoned R1, and Ms. Dechter clarified that it is two units per acre, without a requirement for five units per acre.

Ms. Dechter proposed keeping the drafted density categories (low, medium, high) as written and suggested addressing resort development through future action items rather than showing Resort/Commercial (RC) designations on the growth map.

Councilmember Spence recommended including PUD language in Chapter 5 to give developers flexibility while ensuring Council oversight. Ms. McNulty confirmed that this would function similarly to a rezoning process, allowing for master-planned developments aligned with the city's goals.

Councilmember House reiterated support for using only PUD/PAD language rather than specific resort language, to avoid setting broad development standards that may not fit future needs. Ms. Dechter concluded by confirming that the current trail map display with polygons is acceptable.

11. Open Call to the Public

None

12. Informational Items To/From Mayor, Council, and City Manager; future agenda item requests

None

13. Adjournment

The meeting of the Flagstaff City Council held June 24, 2025, adjourned at 8:47 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL REGULAR MEETING
TUESDAY, JUNE 17, 2025
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN AVE
3:00 P.M.

MINUTES

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.

Present:	Mayor Becky Daggett Vice Mayor Miranda Sweet Councilmember Anthony Garcia Councilmember Khara House Councilmember Lori Matthews Councilmember David Spence
Absent:	Councilmember Austin Aslan
Staff Present:	City Manager Greg Clifton; City Attorney Sterling Solomon

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

The Council and audience recited the pledge of allegiance, Vice Mayor Sweet read the Mission Statement of the City of Flagstaff, and Councilmember Spence read the 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.

Steven Brechner addressed Council and raised concerns about two large short-term rental properties in his neighborhood, causing noise and congestion. He requested the city to amend ordinances to address these issues.

Katherine Costa, Director of Nursing and Allied Health at Coconino Community College, addressed Council and announced that Flagstaff Medical Center was named CCC's Education Partner of the Year. She recognized FMC's strong support for CCC nursing students through clinical training opportunities, flexible scheduling, and a welcoming environment that encourages long-term employment. She also praised the nurse residency program, which offers new graduates mentorship, training, and support during their first year, helping to reduce nurse turnover.

Tyffany Laurano, Chief Nursing Officer for Northern Arizona Healthcare, addressed Council and emphasized the vital role of the nurse residency program in supporting and retaining new nursing graduates. She highlighted how the program offers extra training, peer and educator feedback, and emotional support during the critical first year. The national first-year nurse attrition rate is 50%, but Northern Arizona Healthcare maintains a rate below 9%, showcasing the program's success.

Indigenous Affairs Administrator Rose Toehe and Assistant Recreation Director Amy Hagin addressed Council and provided an update on the Indigenous Community Cultural Center. The city recently went through an RSOQ process which resulted in designating the Indigenous Circle of Flagstaff to participate in the process and develop a plan for the Center.

Matthew Dyer addressed Council and shared information about an upcoming fundraiser event put on by the Southside Tavern, for a 3-year-old that needs a new kidney. He shared that they do a number of fundraisers throughout the year to support great causes in the community.

5. PROCLAMATIONS AND RECOGNITIONS

A. Proclamation: Juneteenth

Councilmember House read and presented the proclamation.

6. COUNCIL LIAISON REPORTS

Councilmember Matthews reported that she attended the Jump Start conference with Airport leadership. They were able to meet with nine different airlines to talk about all the great reasons they should consider flying out of Flagstaff. She also attended the Indigenous Commission retreat where they discussed the upcoming Code Talkers Day and Indigenous Peoples' Day celebrations.

Councilmember Garcia shared that he attended the Parks and Recreation Commission, and they discussed a possible plan for an RC track, new park ranger, and HVAC installation at Hal Jensen Recreation Center.

Vice Mayor Sweet shared that she would be attending the upcoming Mountain Line Board meeting and that she was planning to speak at the State Transportation Board on behalf of Metro Plan regarding the City Smart application.

Councilmember House shared that she attended the National Apartment Association conference, which focused on housing needs and expanding affordable housing options. She also met with youth

from the Boys and Girls Club, there were great conversations and many questions. A major topic of conversation was homelessness. It was a wonderful opportunity and hear what they hope for the future of their community.

Councilmember Spence reported on his tour of the Basin Fire which was located off of Highway 180. The lightning-caused fire was intentionally allowed to burn under controlled conditions, with approval from the National Forest Service. Local wildland firefighters, the Forest Service, and recreational agencies worked together to safely burn 9,000 acres of land that was already scheduled for future prescribed burns in just two days. The tour highlighted local collaboration in wildland fire management and provided valuable insight into effective fire management strategies.

Mayor Daggett shared that she attended the Flagstaff Housing Authority meeting where they received an update on the Rental Assistance Demonstration program, a federal initiative through HUD aimed at preserving and improving public housing. They also discussed the city taking over management of housing vouchers previously handled by the City of Williams. This would add approximately 50 additional vouchers that could also be used in Flagstaff. She also shared that the Commission on Inclusion and Adaptive Living would be meeting the following week which included an additional planning session to set their priorities for the year.

7. CONSENT AGENDA

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

Councilmember Spence requested that Item 7D be pulled for discussion.

Moved by Councilmember Lori Matthews, **seconded by** Vice Mayor Miranda Sweet to approve the Consent Agenda, with the exception of Item 7D, as presented.

Vote: 6 - 0 - Unanimously

A. **Consideration of Appointment:** Presiding Magistrate for the Flagstaff Municipal Court.

Approve the reappointment of the Honorable Thomas Chotena as Presiding Magistrate of the Flagstaff Municipal Court.

B. **Consideration and Approval of Contract:** Approve the First Amendment to the Legal On-Call Contract for TSL Law Group, PLC

1. Approve the First Amendment to the Legal On-Call Contract for TSL Law Group, PLC to increase the hourly rate.
2. Authorize the City Manager to execute all necessary documents.

C. **Consideration and Approval of Contract:** Ratify the Subrecipient Agreement with the Federal Emergency Management Agency through the Arizona Department of Emergency and Military Affairs for the Sunnyside Neighborhood Flood Mitigation/ Killip Basin Outlet Project.

Ratify the Subrecipient Agreement between the Arizona Department of Emergency and Military Affairs and the City of Flagstaff for the Sunnyside Neighborhood Flood Mitigation/Killip Basin Outlet project in the amount of $1,665,000.

D. **Consideration and Approval of Contract:** Cooperative Contract for the Public Works Streets Equipment Barn Design with DLR Group Inc., in the amount of $402,237.00

1. Approve a cooperative contract with DLR Group to design the Public Works Streets equipment barn/transportation center for $402,237.00; and
2. Authorize the City Manager to execute the necessary documents.

Councilmember Spence expressed support for the design contract and acknowledged the urgency of moving it forward through a cooperative contract to save time. However, he was concerned about bypassing the competitive bidding process for the design phase. He asked if the construction of the barn would go through a competitive bid process. Public Works Director Scott Overton clarified that the cooperative design process being used was competitive, as firms must apply and be selected through established agency procedures. The selected firm had previously delivered quality work for the city and was well-suited for designing the equipment facility. Once the design phase was complete, they would proceed with a competitive bidding process for the actual construction.

Moved by Councilmember David Spence, **seconded by** Councilmember Anthony Garcia to approve a cooperative contract with DLR Group to design the Public Works Streets equipment barn/transportation center for $402,237.00; and authorize the City Manager to execute the necessary documents.

Vote: 6 - 0 - Unanimously

E. **Consideration and Approval of Contract:** Fifteen On-Call Professional Services Contracts to Support the Water Services Division - Engineering: Water Systems, Wastewater Systems, and Water Resources Planning Services.

1. Approve Fifteen On-Call Professional Service Contracts to Support the Water Services Division:
    - Engineering Water Systems: Ardurra Flagstaff, Carollo Engineers, Hazen & Sawyer, Stantec, Water Works Engineers
    - Engineering Wastewater Systems: Ardurra Flagstaff, Carollo Engineers, Hazen & Sawyer, Stantec, Water Works Engineers
    - Engineering Water Resources Planning: Carollo Engineers, Errol L. Montgomery & Associates, Hazen & Sawyer, LRE Water, Matrix New World
2. Authorize the City Manager to execute the necessary documents.

F. **Consideration and Approval of Contract:** Service Provider Contract with United Way of Northern Arizona

1. Approve the Service Provider Contract with United Way of Northern Arizona for City-Wide Community Health and Human Services; and
2. Authorize the City Manager to execute the necessary documents.

8. PUBLIC HEARING ITEMS

A. **Public Hearing:** Fiscal Year 2025-26 Budget and Property Tax Levy

Mayor Daggett opened the public hearing.

Budget Director Heidi Derryberry provided a PowerPoint presentation that covered the following:

CITY OF FLAGSTAFF FY 2025-26 BUDGET AND PROPERTY TAXES
BUDGET TIMELINE
LEGAL SCHEDULE A
PROPOSED PROPERTY TAX

PROPERTY TAX RATE HISTORY
PROPERTY ASSESSED VALUES
CITY PROPERTY TAX IMPACT
RESIDENTIAL EXAMPLE
COMMERCIAL EXAMPLE

There being no further comment Mayor Daggett closed the public hearing and convened a Special Meeting at 3:51 p.m.

9. SPECIAL MEETING

A. **Consideration and Adoption of Resolution No. 2025-35:** A resolution of the Flagstaff City Council, adopting the Budget for the City of Flagstaff for Fiscal Year 2025-26.

Moved by Councilmember Khara House, **seconded by** Councilmember Lori Matthews to read Resolution No. 2025-35 by title only.

Vote: 6 - 0 - Unanimously

A RESOLUTION OF THE COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA ADOPTING THE BUDGET FOR THE CITY OF FLAGSTAFF FOR FISCAL YEAR 2025-26

Moved by Councilmember Khara House, **seconded by** Vice Mayor Miranda Sweet to adopt Resolution No. 2025-35.

Vote: 6 - 0 - Unanimously

Mayor Dagget adjourned the Special Meeting and reconvened the Regular Meeting at 3:52 p.m.

10. REGULAR AGENDA

A. **Consideration and Adoption of Ordinance No. 2025-13:** An ordinance levying upon the assessed valuation of the property within the City of Flagstaff, Arizona, subject to taxation a certain sum upon each one hundred dollars ($100.00) of valuation sufficient to raise the amount estimated to be required in the annual budget, less the amount estimated to be received from other sources of revenue; providing funds for various bond redemptions, for the purpose of paying interest upon bonded indebtedness and providing funds for general municipal expenses, all for the Fiscal Year ending the 30th day of June 2026. (Primary and secondary property tax levies for FY 2025-26)

Moved by Councilmember Anthony Garcia, **seconded by** Councilmember Khara House to read Ordinance No. 2025-13 by title only for the first time.

Vote: 6 - 0 - Unanimously

AN ORDINANCE LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF FLAGSTAFF, ARIZONA, SUBJECT TO TAXATION A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS ($100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET, LESS THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUE; PROVIDING FUNDS FOR VARIOUS BOND REDEMPTIONS, FOR THE PURPOSE OF PAYING INTEREST UPON BONDED INDEBTEDNESS AND PROVIDING FUNDS FOR GENERAL MUNICIPAL EXPENSES, ALL FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE, 2026

B. **Consideration and Adoption of Resolution No. 2025-37:** A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement between the Flagstaff Unified School District and the City of Flagstaff to provide community-wide out-of-school time programs.

Parks, Recreation, Open Space, and Events Director Rebecca Sayers addressed Council and stated that the IGA would continue the long-standing partnership with FUSD to provide out of school time programs, also known as FACTS.

Moved by Councilmember Anthony Garcia, **seconded by** Vice Mayor Miranda Sweet to read Resolution No. 2025-37 by title only.

Vote: 6 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN FLAGSTAFF UNIFIED SCHOOL DISTRICT AND THE CITY OF FLAGSTAFF FOR COMMUNITY-WIDE OUT-OF-SCHOOL TIME PROGRAMS

Moved by Vice Mayor Miranda Sweet, **seconded by** Councilmember Khara House to adopt Resolution No. 2025-37.

Vote: 6 - 0 - Unanimously

C. **Consideration and Adoption of Resolution No. 2025-32 and Ordinance No. 2025-12:** A Resolution of the City Council of the City of Flagstaff, Coconino County, Arizona, declaring as a public record that certain document filed with the City Clerk entitled "PZ-25-00088 - Forest Resource Pilot Program" and an Ordinance of the City Council of the City of Flagstaff, Coconino County, Arizona, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code.

Zoning Code Manager Tiffany Antol provided a PowerPoint presentation that covered the following:

ZONING CODE AMENDMENT CHAPTER 10-50.90 RESOURCE PROTECTION STANDARDS PZ-25-00088 FOREST RESOURCE PILOT PROGRAM
FOREST RESOURCE PILOT PROGRAM
CITY'S PROPOSED ZONING CODE TEXT AMENDMENT
OVERVIEW OF PROPOSED AMENDMENT
SECTION 10-50.90.10.A: PURPOSE (REVISED)
SECTION 10-50.90.10.B: GOALS (REVISED)
10-50.90.061 FOREST RESOURCE PILOT PROGRAM (NEW)
STAFF RECOMMENDATION
FLAGSTAFF REGIONAL PLAN 2030
10-YEAR HOUSING PLAN
CARBON NEUTRALITY PLAN
NOT DETRIMENTAL TO THE PUBLIC INTEREST, HEALTH, SAFETY, CONVENIENCE OR WELFARE OF THE CITY
INTERNALLY CONSISTENT WITH OTHER APPLICABLE PROVISIONS OF THIS ZONING CODE
RECOMMENDATION

Councilmember Matthews shared that she was excited about the program. She asked if it was just about resource protection or did the program include building standards. Ms. Antol explained that it applied only to the forest resource standards for preservation.

Councilmember House stated that she was also happy to see the program coming forward and appreciated how it not only focused on created continued resiliency for the community, but it acknowledged the interconnectedness of the different plans that they had to keep in mind when developing proposals such as this.

Councilmember Garcia noted that he initially felt apprehensive about changes to the Resource Protection Overlay. However, after gaining more understanding he now believed that the new approach would better protect valuable resources and address past issues with redundancy and misclassification. He felt that the changes were not a threat but a positive enhancement for the community.

Vice Mayor Sweet also expressed her appreciation for the program coming to fruition and praised the collaboration with the Fire Department.

Moved by Councilmember Khara House, **seconded by** Councilmember Lori Matthews to read Resolution No. 2025-32 by title only.

Vote: 6 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED "PZ-25-00088 -- FOREST RESOURCE PILOT PROGRAM"

Moved by Councilmember Khara House, **seconded by** Vice Mayor Miranda Sweet to read Ordinance No. 2025-12 by title only for the first time.

Vote: 6 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 10, FLAGSTAFF ZONING CODE, BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED "PZ-25-00088 -- FOREST RESOURCE PILOT PROGRAM"; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS AND ESTABLISHING AN EFFECTIVE DATE

D. **Consideration and Adoption of Concept Design:** Civic Space at the Downtown Connection Center

Community Investment Director Dave McIntire and Assistant Parks and Recreation Director Amy Hagin provided a PowerPoint presentation that covered the following:

CITY OF FLAGSTAFF CIVIC SPACE
DOWNTOWN CONNECTION CENTER PHASING PLAN
SITE LOCATION
PUBLIC OUTREACH -- THEMES
BUBBLE DIAGRAM
TREES
FUTS
PUBLIC ART
SPLASH PAD

Council discussed the splash pad feature. They noted that the space would be popular and would attract a diverse group of community members. There were questions about winterization and monsoon-related risks and staff shared that the design included a water recirculation system to prevent winter issues and that they were working with Risk Management to address lightning and monsoon concerns. Council also emphasized the importance of water conservation through its regenerative system.

PUBLIC RESTROOM / MECHANICAL
PHOTOGRAPHY VIEWPOINT
NATURALIZE PARK -- FLOODWAY
FOOD TRUCKS
POP-UP STAGE
BUBBLE DIAGRAM -- Q&A

Councilmember Spence asked about the floodway designation and if a flood event occurred would the floodway be in the Rio de Flag channel. Mr. McIntire explained that the Rio de Flag would move water underground however, there was still a floodway coming from the north of downtown that may have not been collected by the Rio de Flag yet and that would flow across the surface of the space, but hopefully at a much smaller level.

Councilmember Spence asked if the underground water conveyance was currently in place. Claire

Eddleman Heath, consultant for Mountain Line, explained that the drawings showed the built condition of the Rio de Flag, and the project could not be built until the Rio de Flag project was completed. The floodway was a federal designation by FEMA, and it could not be lifted until a couple of years after the Rio de Flag was completed. That was what required them to build to the floodway condition.

Vice Mayor Sweet noted her appreciation for the creativity and asked that the programming included small businesses.

Councilmember House expressed excitement about the project. She felt that it was a great way to bring vibrancy to the area. She noted that the during the development of the Southside Neighborhood Plan, civic space was something that was very important. She asked if the concept plan had been presented to the Southside Neighborhood group. Ms. Hagin stated that the 30% design had not been presented to them but that she was happy to bring it forward. There was a lot of involvement and feedback from the public meetings that were held at the Murdoch Center, but it had been some time since then, so an update to the neighborhood group would be good.

Mayor Daggett asked about parking. Mr. McIntire explained that some of the existing parking would remain and there were plans for a city parking lot to the north following the Rio de Flag project completion with plans for a parking garage in the future.

Councilmember Garcia shared his excitement in getting to where they were. He recalled a presentation to the Beautification and Public Art Commission where the concept was floated, and it was great to see the outcomes and improvements that had been made since that time.

Moved by Vice Mayor Miranda Sweet, **seconded by** Councilmember Khara House to adopt the concept design for the future Civic Space at the Downtown Connection Center.

Vote: 6 - 0 - Unanimously

11. DISCUSSION ITEMS

A. Discussion on Scope of Work for Lived Black Experience Program Procurement

Mr. Clifton provided background on the Lived Black Experience program and explained that it had originated from a past City Council request. The program had been overseen by the City Manager's Office and had been considered successful and well-received since its inception, with annual presentations to the Council and a consistent city funding contribution of around $50,000. Though not operated under a formal structure, it had been supported by neighborhood associations, primarily Southside and more recently Sunnyside. The current discussion would focus on elevating the program by establishing a formal structure and scope of work through a formal solicitation process.

Management Services Director Rick Tadder and Purchasing Director Patrick Brown provided a PowerPoint presentation that covered the following:

LIVED BLACK EXPERIENCE CONTRACT SCOPE OF WORK
LIVED BLACK EXPERIENCE PROCUREMENT
BACKGROUND
PURPOSE
SCOPE OF WORK
A. CAPACITY BUILDING -- BOARD DEVELOPMENT
RECRUITMENT AND DIVERSITY
TRAINING AND EDUCATION
ROLES AND RESPONSIBILITIES
B. SOCIAL AND CRIMINAL JUSTICE
ADVOCACY AND POLICY CHANGE
COMMUNITY POLICING
LEGAL EDUCATION
C. REPRESENTATION AND PRESERVATION
CULTURAL PRESERVATION

MEDIA REPRESENTATION
D. BLACK YOUTH PERSPECTIVES AND CONCERNS
YOUTH EMPOWERMENT PROGRAMS
SAFE SPACES
EXTRACURRICULAR ACTIVITIES
E. RACE, SPACE, AND SEGREGATION
HOUSING EQUITY
URBAN PLANNING
HISTORICAL SEGREGATION
H. HEALTH SUBCOMMITTEE
HEALTH EDUCATION
MENTAL HEALTH SUPPORT
HEALTH DISPARITIES
G. ECONOMIC INCLUSION AND IMPACT
EMPLOYMENT AND ENTREPRENEURSHIP
FINANCIAL LITERACY
ECONOMIC ADVOCACY
LIVED BLACK EXPERIENCE DELIVERABLES
EVALUATIVE CRITERIA
TERM OF CONTRACT

Councilmember Garcia expressed his support for an initial term of two years with three one-year extensions. He noted that it took time to develop and implement the program and that would provide them the time needed to implement as well as provide the city time to adjust if needed.

Councilmember House stated that the work had been going on for five years already, so she supported a one-year initial term with four one-year extensions. Many of the guidelines for the procurement process were coming from the scopes of work provided over the last four years and that gave her confidence that the selected entity could develop their program within that one-year initial term and then have four additional one-year extensions. Additionally, if there was a need to reevaluate, she would not want to give it two years before any action could be taken.

Council expressed their support for a one-year initial term with four one-year renewals.

PROJECTED TIMELINE

Councilmember Garcia encouraged everyone to read the existing strategic plan document. There was great information about the program and it showed the community collaboration that went into the development of the plan. He asked who compiled all of the information into the document.

Councilmember House shared that the initial group was developed with several leaders who wanted to bring community members together to have conversations about the events impacting the Black community in 2020. Through that conversation and the support of then Mayor Coral Evans, the Lived Black Experience program began. The Lived Black Experience Community Coalition was created. They were initially meeting at the Murdoch Center and then connected with the Southside and Sunnyside Community Associations. The coalition partnered with groups like the Coconino County African Diaspora Advisory Council, Flagstaff NAACP, and others, including state-level organizations. Town halls were held, along with smaller group meetings where information was shared and compiled into the 92-page strategic plan. Kim Robinson, the current Project Coordinator, had worked to expand the documentation of what the Lived Black Experience did, which included a newsletter, numerous community events, and expanded partnership opportunities to include organizations like the Flagstaff Unified School District.

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 Matthews to place on a future agenda a discussion regarding incentives for middle market/workforce housing.
Councilmember Matthews emphasized the importance of addressing the full spectrum of Flagstaff's housing needs, not just affordable housing. Middle-income earners like nurses, teachers, and firefighters, who fell within 80--120% of the area median income, often could not afford local housing, as building costs frequently exceeded $500,000, while their purchasing power ranged from $300,000 to $450,000. She highlighted the lack of available housing in that range, which caused a ripple effect that restricted mobility in the housing market. She would like to have a discussion about exploring incentives for builders to create more workforce housing options, such as condos or townhomes, to support essential workers and help them achieve homeownership.

There was requisite Council support to advance the item for a future discussion.

B. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Spence to place on a future agenda a discussion about noise mitigation at Bushmaster Park.

Councilmember Spence stated that the Council had previously approved a $2.1 million contract for sport court renovations at Bushmaster Park, which was currently underway. The project included eight new lighted pickleball courts, located as far as possible from nearby homes. However, the courts were still only about 325 feet from residential properties, well short of the 600-foot distance recommended by the American Pickleball Association for noise mitigation. The neighboring homes were primarily occupied by low- to moderate-income families. He would like to have a discussion about noise mitigation measures to be implemented after construction. The proposal included installing sound-dampening panels on the planned eight-foot chain link fences surrounding the courts as an equity consideration for affected residents.

There was requisite Council support to advance the item for a future discussion.

13. OPEN CALL TO THE PUBLIC

None

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

Councilmember Spence stated that the Indigenous Community Cultural Center information session was well attended with a lot of great food and vendors. Attendees were able to hear a vision for the project.

Vice Mayor Sweet extended appreciation to Council, leadership, and staff for attending the ribbon cutting for the Habitat for Humanity starter home project. She stated that she attended a pre-meeting for the visit for the Regional Water Supply project; it was very informative, and she was impressed by the partnerships that were forming. She also shared that she would be traveling to Colorado for the Telluride Bluegrass Festival.

Councilmember Garcia shared that there was an upcoming Coconino Plateau Water Advisory Committee discussion held at the Core Services Facility. He also thanked everyone who was able to attend the Cleo Murdoch Community Park ribbon cutting event.

Councilmember Matthews stated that she attended the information session about the future of the Indigenous Community Cultural Center and that she would be attending the Mountain Line meeting later that week.

Mayor Daggett thanked everyone who came out to Habitat of Humanity ribbon cutting and for all the partners who worked to make it a reality. She shared that the LASS/CAP Community Conversation was held the prior week. It was very well done, and she thanked staff for all the coordination and facilitation that went into it. She shared that the Indigenous Community Cultural Center was excellent, and that she, Indigenous Affairs Administrator Rose Toehe, and Assistant Recreation Director Amy Hagin continued to meet and talk with the Mayors Institute of Community Design about

how they might be able to assist with the project. Lastly, she shared that she would be traveling to Tampa, Florida for the US Conference of Mayors annual meeting.

Deputy City Manager Joanne Keene took a moment to thank staff for their work and coordination of the LASS/CAP event. She recognized Interim Community Development Director Michelle McNulty, Zoning Code Manager Tiffany Antol, Housing Director Sarah Darr, Assistant Housing Director Justyna Costa, Climate Section Director Jenny Niemann, Housing Planning Manager Jen Mikelson, Sustainability Analyst Genevieve Pearthree, and Sustainability Director Nicole Antonopoulos. It was a great event that had a lot of community participation. She shared that the event was recorded and would be posted on the website if anyone would like to view it.

Mr. Clifton thanked everyone who attended the Human Resources/Risk Management Director meet and greet. They had reached a decision, and an announcement should be going out soon.

15. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held June 17, 2025, adjourned at 5:17 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on June 17, 2025. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 26th day of August, 2025

_____
CITY CLERK

CITY COUNCIL COMBINED WORK SESSION/SPECIAL MEETING
TUESDAY, JUNE 10, 2025
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN AVE
3:00 P.M.

MINUTES

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 work session, 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.

PRESENT:	ABSENT:
MAYOR DAGGETT	COUNCILMEMBER HOUSE
VICE MAYOR SWEET	
COUNCILMEMBER ASLAN	
COUNCILMEMBER GARCIA	
COUNCILMEMBER MATTHEWS	
COUNCILMEMBER SPENCE	

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

3. Pledge of Allegiance, Mission Statement, and Land Acknowledgement

The Council and audience recited the pledge of allegiance, Councilmember Aslan read the Mission Statement of the City of Flagstaff, and Councilmember Spence read the 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.

Katie Seals addressed Council and stated that she was a former Ameri Corp member, she shared that there is an upcoming watershed cleanup series in various sections of the Rio de Flag. She stressed the importance of community involvement and the clean-up.

John Conley addressed Council and stated that many businesses in the community use tax revenue reports online to anticipate trends and make decisions. He stated the data has not been updated since February on the website and requests more timely reports.

Gwendolyn Waring addressed Council and is requesting a conversation on immigration that was proposed previously by Councilmember Spence as a F.A.I.R item a few months ago that did not receive support to move forward. She would like Council and the Police Department to get ahead of this conversation. She also noted that the speed limit on the Cedar hill should be reduced and that the bulk trash pick up should go back to monthly during fire session.

Flagstaff Christian School and Basis Robotics teams addressed Council regarding the need for practice space. The group reiterated they only need space from August to February and would like to be considered for the Montavlo center once it is open.

Matthew Dyer addressed Council regarding parking near southside community for business owners. He stated the current employee parking is far and street parking is not heavily used during the week. He stated that he has spoken to other business owners and the group would be willing to pay for a pass which would help offset the potential ticket amount the city would get.

5. PROCLAMATIONS

A. Proclamation: Pride Month

Mayor Daggett read and presented the Proclamation.

6. Review of Draft Agenda for the June 17, 2025 City Council Meeting

Citizens wishing to speak on agenda items not specifically called out by the City Council may submit a speaker card for their items of interest to the recording clerk.

None

7. Annual Report from Moonshot at the Flagstaff Campus - 2025

Economic Development Administrator Creag Znetko provided a brief history of Moonshot and President and CEO of Moonshot Scott Hathcock and Director of Operations Angela Hamby provided a PowerPoint Presentation that covered the following:

MOONSHOT FLAGSTAFF CAMPUS 2024-2025 UPDATE
2024 YEAR END REPORT
2024 LOCAL IMPACT
CURRENT COMBINED OCCUPANCY
ANGELA HAMBY
ARIZONA VENTURE ALLIANCE

$2.2 MILLION DOLLAR GRANT WINNER
BUDGET & CONTRACT
NEW WEBSITE
MOONSHOT SUMMER LAUNCH PARTY
ENTER TO COMPETE TO WIN CASH PRIZES
THE SHOEMAKER AWARDS
AZ TECH WEEK 2026
THANK YOU

Mayor Daggett inquired about how to better involve Science, Technology, Engineering, and Mathematics (STEM) students in the innovation and entrepreneurship activities occurring on McMillan Mesa. Mr. Hathcock responded that while most of the space is already occupied, there are still potential opportunities to accommodate or engage students.

Vice Mayor Sweet asked for more detail about the businesses currently located on the Mesa. Mr. Hathcock explained that one of the major successes has been Catalyst, a startup from Prescott that relocated to Flagstaff, aided by local funding support. Ms. Hamby added that Catalyst has grown significantly, expanding from 4 to 20 employees within a year. She highlighted that Catalyst is working on advanced space technology, including efforts to eliminate space junk from satellites.

Community Investment Director David McIntire elaborated on Catalyst's innovations, explaining that the company specializes in retrofitting satellites by delivering new modules that upgrade existing hardware and software, allowing satellites to be reused instead of discarded. This innovation extends the life of satellites and incorporates AI to optimize data transmission from space to Earth.

Mr. Hathcock also mentioned Dash Electric, another company based at Moonshot, which has brought in additional businesses. He noted that all the companies and their offerings are listed on the Moonshot website.

Councilmember Garcia raised the question of whether creative or artistic projects could be supported at Moonshot. Mr. Hathcock explained that leasing requirements are currently tied to sectors such as biotech, digital technology, tourism, and astronomy, as established when the building was funded. Any deviation would require approval from the Economic Development Administration. However, due to a grant from the Arizona Commerce Authority, participants in events such as pitch competitions can be connected to community resources, training, and collaborations, regardless of sector.

Mr. McIntire announced a Green Business Bootcamp scheduled for Thursday, June 1, 2025 at the campus. When the Mayor asked about age restrictions for participation, Mr. Hathcock confirmed that people of all ages are welcome, though those under 18 must be accompanied by a parent if any contract is to be signed.

8. Update on July 4th Drone Show

Economic Vitality Director Heidi Hansen introduced the lightshow and staff working on the project. Parks and Recreation Supervisor Haley Reynolds and Marketing and Media Relations Manager Lori Pappas provided a PowerPoint Presentation that covered the following:

4TH OF JULY DRONE SHOW
INCIDENT ACTION PLAN
TRAFFIC CONTROL
MAP
MARKETING

Councilmember Aslan expressed skepticism about the effectiveness of some of the designated viewing areas and asked if they had been properly verified. Ms. Reynolds responded that a vendor confirmed the line of sight from each area, ensuring that the views are at least 400 feet above the highest point.

Councilmember Garcia raised concerns about the visibility and awareness of the FUTs trails near

McMillan and Ponderosa, suggesting that many people may not know about these alternate viewing spots. Ms. Reynolds said they would consider assigning staff to help guide the public to these less obvious access points.

Councilmember Spence asked whether laying on a blanket along the FUTS trails would be allowed. Ms. Reynolds confirmed it is, as long as people do not set up large obstacles like rows of chairs that could interfere with trail users like cyclists. Councilmember Spence added that he anticipated people carrying chairs and blankets to grassy areas near Cedar and Buffalo Park, to which Ms. Hansen responded that clear messaging would be provided to ensure the public knows what is allowed and how to safely enjoy the experience.

Vice Mayor Sweet asked if the listed partner sites would include amenities such as restrooms or food and drink. Ms. Reynolds clarified that these sites are strictly for viewing, though Ms. Hansen said if anyone wanted to provide those services, the city could help with marketing.

QUESTIONS AND THANK YOU

Mayor Daggett commended the Economic Vitality and Parks, Recreation, and Open Space Divisions for their consistent good work and expressed anticipation for the upcoming event.

Ms. Hansen added that there will be a debrief after the event since it is the first year it is being held. She encouraged everyone to share any feedback or observations to help improve future events and emphasized openness to all suggestions.

9. Presentation of the 2025-2026 Implementation Plan for the 10-Year Housing Plan

Housing Program Manager Adriana Fisher provided a PowerPoint Presentation that covered the following:

2025-2026 IMPLEMENTATION PLAN
AGENDA
10-YEAR HOUSING PLAN REFRESHER
CREATION TIMELINE
FRAMEWORK
OVERARCHING GOAL PROGRESS
STRATEGY PROGESS
COMPLETED FY 2024-2025 STRATEGIES
2025-2026 IMPLEMNTAITON PLAN
STRATEGIES LISTED
STRATEGY PRIOIRTIZATION
2025-2026 STRATEGIES
2024-2025 STATEGIES IN PROGRESS
2023-2024 STATEGIES IN PROGRESS
ONGOING STRATEGIES
COMMENTS AND QUESTIONS

Councilmember Matthews raised questions about the Create 3.2 fund for land acquisition, noting the initial $500,000 bond funding may not go far and asked how it will be built upon. Ms. Fisher responded that they are currently exploring options and will need to have further discussions with Finance. Housing Director Sarah Darr added that she has already spoken with Management Services Director Rick Tadder about preparing a presentation in the fall on potential funding sources, so the Council will have information ahead of budget season.

Councilmember Matthews also asked about including an incentive fund for middle housing and workforce housing. Ms. Darr confirmed it is part of the current housing strategy and that options are being evaluated through the Land Availability and Suitability Study.

Councilmember Garcia highlighted the significant efforts from Housing staff and noted the city is doing everything within its limited jurisdiction, especially regarding issues like short-term rentals.

Mayor Daggett expressed concern about helping low-income and elderly residents maintain and improve their homes, particularly in light of state funding restrictions. Ms. Darr explained that past rehab programs had challenges, including strict requirements and difficulty finding contractors willing to take on small projects. She noted that larger communities tend to have more success and that they are exploring workforce development solutions.

Mayor Daggett inquired about contractor requirements and workforce development. Ms. Darr confirmed that contractors must be licensed and bonded. She added that although they would like to foster more local businesses to do this work, limited funding and low project volume (only six--eight rehabs last year) present challenges. They are considering community-based solutions rather than relying solely on partners like NACOG.

Mayor Daggett asked about potential legal issues, such as the state's gift clause. Ms. Darr and City Attorney Mr. Solomon clarified that most of the funding structures, such as repayable loans, typically avoid gift clause issues. Mr. Solomon added that the community benefit provided by these programs helps ensure compliance. Mayor Daggett recalled a prior discussion where gift clause concerns were raised, and Ms. Darr acknowledged that a specific proposal may have triggered that concern, but it was not the general case.

10. Presentation to Flagstaff City Council on the Flagstaff Police Department's 2025 Crime Reduction Plan.

Police Chief Sean Connolly, Deputy Chief Collin Seay, and Deputy Chief Charles Hernandez provided a PowerPoint Presentation that covered the following:

2025 CRIME REDUCTION PLAN
TABLE OF CONTENTS
WHERE ARE WE NOW
CRIME REDUCTION GUIDING PRINCIPALS
CURRENT CRIME TRENDS
TRAFFIC SAFETY DATA
FLAGSTAFF OVERDOSE INFORMATION
PERFORMANCE
HOT SPOT FOR MAPPING
COMPSTAT ACCOUNTABILITY

Mayor Daggett asked when the public could expect access to crime data. Deputy Chief Seay responded that while a yearly report is currently published, they aim to begin releasing quarterly crime reports in the near future to provide more timely updates.

DEPARTMENT UNIT WORK ROLES
CRIME SUPPRESSION UNIT
TRAFFIC UNIT
CRIMINAL INVESTIGATION DIVISION
METRO NARCOTICS
NORTHSTAR ANTI-HUMAN TRAFFICKING TASKFORCE
EMERGENCY SERVICES RESPONSE TEAM
GIITEM STATE GANG TASK FORCE

Councilmember Matthews emphasized the importance of supporting detox centers and highlighted the county's efforts to expunge drug-related warrants due to legal changes. Chief Connolly explained that law enforcement is actively working with the courts to review and dismiss outdated warrants and stressed the importance of building trust to encourage community participation. He noted that they are reviewing thousands of records and committed to transparency and collaboration.

Councilmember Aslan shared his experience with the "Ceasefire" initiative in Sacramento, a data-driven, community-involved approach to violence reduction, and encouraged similar transparency and community engagement in Flagstaff. Chief Connolly responded with support, noting that

elements of the "Call-In" model could be effectively implemented locally. He described the department's shift toward violence interruption and behavioral health responses, including working on cleaning up and rebuilding their data systems to create a live public dashboard. He also mentioned the value of restorative justice and highlighted the department's work to reduce call volume through mental health deflection strategies.

Mr. Clifton expressed support for the police department's efforts, especially regarding overdose and anti-human trafficking work. He emphasized the need to focus on downtown safety, a key economic driver. Deputy Chief Seay confirmed that a new squad and sergeant are now assigned to downtown, and early signs show some reduction in violent crime. However, they are monitoring an increase in public intoxication and adjusting enforcement accordingly.

Chief Connolly said they are watching downtown closely and engaging with local businesses. He acknowledged that a small number of individuals are responsible for much of the repeat crime and stressed the importance of strategic prosecution. Vice Mayor Sweet noted the yearly uptick in downtown issues and called for earlier planning and intervention to reduce summer crime impacts. She praised the Mobile Haven project and officer dedication.

Councilmember Garcia commended the transparency and data clarity, stating this is the most forthright communication from police in nearly two decades. He appreciated the focus on behaviors rather than demographics and expressed hope for positive community change. He also asked how police roles might evolve as community violence declines. Chief Connolly concluded with a commitment to continuous improvement, saying there is "no finish line" in public safety work, and their role will evolve with community needs.

11. Adjournment

The meeting of the Flagstaff City Council held June 10, 2025, adjourned at 6:09 p.m.

SPECIAL MEETING

1. Call to Order

Mayor Daggett called the Special meeting of the Flagstaff City Council held June 10, 2025, to order at 6:09 p.m.

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 special 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. **Council Confirmation of Direction:** Council met in executive session on June 10, 2025 to consult with and give instructions and direction to its legal counsel regarding the lease agreement with CBAR 19 Flagstaff, LLC.

Mr. Solomon introduced the item and reiterated the staff recommendation to approve what was directed in the previous Executive Session on the topic.

Moved by Councilmember Anthony Garcia, **seconded by** Vice Mayor Miranda Sweet direct staff to follow City Council instruction and direction given in executive session.

Vote: 6 - 0 - Unanimously

3. Open Call to the Public

None

4. Informational Items To/From Mayor, Council, and City Manager; future agenda item requests

Councilmember Spence shared that he had the privilege of celebrating with Purina for their 50 years of operation in Flagstaff. It was a great event that included families and public officials. He also participated in a tour of the inner basin and waterline project.

Vice Mayor Sweet stated that the Timber Sky Habitat for Humanity starter home ceremony was later that week. Seeing the progress and the people who won the lottery to win the homes is exciting. She encourages everyone to come out and celebrate. She also attended the Waterline tour and expressed appreciation for all the work. Lastly, she shared that should would be attending the LASS/CAP community meeting that week.

Councilmember Garcia thanked Executive Assistant to City Council Tiffany Snider for arranging a visit to St. Joseph's Youth Camp at Mormon Lake. He highlighted its long history since 1949 as a non-denominational nonprofit offering youth outdoor experiences focused on leadership, friendship, and community. He shared being impressed by the campers' leadership. He also attended the ribbon cutting and dedication of Edith's Kitchen at the Flagstaff Family Food Center, honoring Edith's legacy and made possible through contributions from community members and the Church of Latter-day Saints. He shared community events that he would be participating in which included the grand opening of Cleo Murdoch Neighborhood Park, the Sunnyside Neighborhood Association meeting, the Moonshot Campus Green Business Boot Camp graduation, a Parks and Recreation Commission meeting, and a volunteer day at Hal Jensen's Community Garden.

Deputy City Manager Joanne Keene reminded Council and the public about the community meet and greet for the Human Resources/Risk Management Director.

5. Adjournment

The special meeting of the Flagstaff City Council held June 10, 2025, adjourned at 6:19 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on June 10, 2025. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 26th day of August, 2025

_____
CITY CLERK

CITY COUNCIL REGULAR MEETING
TUESDAY, JUNE 3, 2025
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN AVE
3:00 P.M.

MINUTES

1. CALL TO ORDER

Mayor Daggett called the meeting of the Flagstaff City Council held June 3, 2025, to order at 3:02 p.m.

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.

Present: Mayor Becky Daggett
Vice Mayor Miranda Sweet
Councilmember Austin Aslan
Councilmember Anthony Garcia
Councilmember Khara House
Councilmember Lori Matthews
Councilmember David Spence

Staff Present: City Manager Greg Clifton; City Attorney Sterling Solomon

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

The Council and audience recited the pledge of allegiance, Councilmember House read the Mission Statement of the City of Flagstaff, and Vice Mayor Sweet read the 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.

Stephen Puhr addressed Council with concerns about unauthorized funding being used for street and sidewalk repairs on West Stevanna Way, noting a discrepancy between the Council-approved funding sources and a third, unapproved source currently being collected. He requested that the Council direct staff to stop using that source. He referenced the May 20, 2025 meeting, citing specific contract pages that outlined the scope of work and approved funding sources. He also cited Ordinance 2020-02, which mandates residents adjacent to damaged sidewalks pay at least 50% of repair costs. He argued that the ordinance was being applied inconsistently, pointing to other neighborhoods where residents were not charged. Lastly, he addressed the 2022 flooding on West Stevanna Way, linking the damage to a 1991 city code violation. While residents did not seek reimbursement for flood-related damages, it was unfair that they were now being asked to contribute to sidewalk repairs.

Sustainability Specialist Noah Baker addressed Council and provided an update on the Pine Needle Clean-up project.

Brendan Trachsel addressed Council and spoke about concerns with the use of Flock cameras. He was concerned that the data collected from the cameras was being shared nationwide to track abortions and immigration. He urged Council to cancel the city's contract.

Reginald Walden addressed Council warning that national parks like Wupatki and Sunset Crater could be transferred to states unprepared to manage them, due to proposed White House budget cuts that threaten 75% of National Park Service sites. He urged public action to preserve parks for future generations.

DJ addressed Council and shared his personal experiences with homelessness and employment issues, highlighting the need for legal assistance and support to overcome these challenges.

Colleen Maring, Chief People Officer at Northern Arizona Healthcare, addressed Council and shared information about the organization's commitment to respecting differences and building community through cultural heritage celebrations, including Pride Month.

Economic Development Manager Jeff McCormick addressed Council and expressed support for the Green Business Boot Camp, highlighting its role in promoting environmental responsibility and economic resilience among local businesses.

Bill Charles and Kelly and Rona Mortensen submitted written comments in opposition to the Elks Lodge Trail.

5. PROCLAMATIONS AND RECOGNITIONS

A. **Proclamation**: Gun Violence Prevention

Mayor Daggett read and presented the proclamation.

6. COUNCIL LIAISON REPORTS

Councilmember Aslan reported that the Coconino Plateau Water Advisory Council meeting focused on the uncertain status of rural groundwater management legislation. A Groundwater Resiliency Workshop, hosted by ASU and U of A, was scheduled for June 18, 2025 at Public Works. He also reported that the Tourism Commission held a routine meeting covering trade shows, marketing, media coverage, and upcoming film projects, including a future Ghost Adventures episode in Flagstaff. Lastly, the Sustainability Commission received an update on the Carbon Neutrality Plan and a presentation from a winner of the Innovate Waste/Green Business Pitch competition.

Vice Mayor Sweet shared that MetroPlan would be meeting that week and would get a LASS/CAP update, a traffic demand management update, and the 2024 trip diary survey report. She also shared that the Mountain Line Downtown Connection Center was moving forward and opening soon.

Councilmember Spence reported that the Transportation Commission along with the Bicycle and Pedestrian Advisory committees would be meeting that week.

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.

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

Mayor Daggett opened the public hearing.

City Clerk Stacy Saltzburg introduced the application and indicated that the Police Department and Community Development had provided their respective findings.

There being no public comment, Mayor Daggett closed the public hearing.

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Khara House to forward the application to the state with a recommendation for approval.

Vote: 7 - 0 - Unanimously

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.

Moved by Councilmember Anthony Garcia, **seconded by** Councilmember Khara House to approve the Consent Agenda as presented.

Vote: 7 - 0 - Unanimously

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.

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

Retroactively approve the recommendations.

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

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.

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.

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.

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.

Senior Planner Ben Mejia provided a PowerPoint presentation that covered the following:

ATLAS AT TIMBER SKY
REQUEST OVERVIEW
VICINITY MAP
TIMBERSKY-BACKGROUND
ATLAS AT TIMBER SKY PRELIMINARY MAP
RESOURCE PROTECTION PLAN
REQUIRED FINDING #1: ZONING CODE (TITLE 10)
REQUIRED FINDING #2: ENGINEERING STANDARDS (TITLE 13)
REQUIRED FINDING #3: SUBDIVISIONS STANDARDS (TITLE 11)
FINDINGS AND RECOMMENDATIONS

Councilmember Garcia asked if there was information on how many second homes and Airbnb's would be sold as part of the plat. Mr. Mejia explained that the city did not have that type of information.

Abraham Springer addressed Council and expressed concerns about the proposed development, which would be built directly behind his home in Adora. He noted that residents were not consulted during the planning process and were told only a parking lot would be built nearby. He raised

concerns about the lack of transparency in the planning process, the obstruction of mountain views due to high-density construction, and missing details in the preliminary plat such as building heights, final topography, and setback distances. He also mentioned worries about dust, noise, and early construction hours, especially due to jackhammering on bedrock. He recommended revising the plat to relocate the drainage basin for better stormwater management and less disruption.

Mr. Mejia clarified that building height was not typically reviewed during the preliminary plat process for a single-family home subdivision. While general standards for structure size were referenced, detailed building design was addressed later through model plans and building permit review. Additionally, preliminary plats do not require public hearings or neighborhood outreach, as projects at this stage already have the necessary entitlements to proceed.

Moved by Councilmember Anthony Garcia, **seconded by** Vice Mayor Miranda Sweet to approve the Preliminary Plat in accordance with the findings presented in this report.

Vote: 7 - 0 - Unanimously

10. PUBLIC HEARING ITEMS

A. Public Hearing: FY2024 Biennial Development Impact Fee Audits

Mayor Daggett opened the public hearing.

Finance Director Brandi Suda addressed Council and stated that a public hearing on development fees was required by state law. Although Flagstaff had collected development fees since 2009, it adopted updated public safety development fee plans in 2014 and again in 2020, the latter becoming effective in January 2021. Instead of forming an advisory committee, the city chose to conduct a biannual audit, contracting with Heinfeld Meech & Co.

The latest audit, covering fiscal years 2023 and 2024 was posted on May 2, 2025, and identified two exceptions:

1. Incorrect fees assessed on two building permits due to outdated codes, which led to under collection. The issue was corrected in the permitting system, and further testing showed no additional errors, though a broader review is underway.
2. Variances in growth projections, a recurring issue due to the difference between projected and actual land use.

Staff was working to address and prevent future fee errors.

Ms. Suda indicated that no Council action was required, but the hearing fulfills the state-mandated public review.

There being no public comment, Mayor Daggett closed 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.

Open Space Supervisor Robert Wallace addressed Council and stated that a formal presentation was provided on May 13, 2025 and staff was available to answer any additional questions if needed.

Moved by Councilmember Khara House, **seconded by** Vice Mayor Miranda Sweet to read Resolution No. 2025-33 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, ADOPTING THE GREATER OBSERVATORY MESA NATURAL PLAN.

Moved by Councilmember Khara House, **seconded by** Vice Mayor Miranda Sweet to adopt Resolution No. 2025-33.

Vote: 7 - 0 - Unanimously

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.

Budget Director Heidi Derryberry provided a PowerPoint presentation that covered the following:

CITY OF FLAGSTAFF FY 2025-26 BUDGET
TIMELINE
LEGAL SCHEDULE A
HIGHLIGHTS
TOTAL EMPLOYEE INVESTMENT
CHANGES SINCE APRL RETREAT
ADDITIONAL INFORMATION
QUESTIONS

Council thanked staff and the Budget Team for all the work that went into preparing the budget.

Moved by Councilmember Anthony Garcia, **seconded by** Councilmember Khara House to read Resolution No. 2025-31 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA ADOPTING THE TENTATIVE BUDGET FOR THE FISCAL YEAR 2025-26.

Moved by Councilmember Austin Aslan, **seconded by** Vice Mayor Miranda Sweet to adopt Resolution No. 2025-31.

Vote: 7 - 0 - Unanimously

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.

Water Services Director Lee Williams explained that there was a clerical error in the published fees for two water meter capacity fees. Staff was seeking a correction to those fees, and it was required to adopt a notice of intention which was the resolution before them.

Councilmember Matthews asked for more information on the error. Water Services Manager Erin Young offered that the capacity fees were published when Council adopted the rates in July last year. The capacity fees were correct in the report that was posted but they were not correct in the redline version that was provided to the City Clerk.

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Austin Aslan to read Resolution No. 2025-34 by title only.

Vote: 7 - 0 - Unanimously

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

Moved by Councilmember Lori Matthews, **seconded by** Vice Mayor Miranda Sweet to adopt Resolution No. 2025-34.

Vote: 7 - 0 - Unanimously

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)

Housing and Grants Administrator Kristine Pavlik provided a PowerPoint presentation that covered the following:

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
TODAY
PROGRAM YEAR 2025 PROPOSALS RECEIVED
HOUSING SOLUTIONS OF NORTHERN ARIZONA
COMMUNITY ASSISTANCE TEAMS OF FLAGSTAFF
HOMELESS YOUTH CONNECTION
NORTHLAND FAMILY HELP CENTER
TYNKERTOPIA
PROGRAM YEAR 2025 FUNDING AVAILABLE
FUNDING RECOMMENDATIONS
QUESTIONS, SUGGESTIONS AND NEXT STEPS

Councilmember House shared her excitement in hearing that the city got more of an allocation than it was anticipating and the possibility of allotting that to programs that were not previously able to be funded.

Councilmember Garcia invited the CATs team to speak about their program. CATs emphasized the need for continued support of the Cats on Wheels program, which involved refurbishing bikes and securing necessary materials. They also highlighted the importance of funding for bus passes and staffing to sustain and expand outreach efforts. With strategic planning, the team was preparing to add an additional outreach day to better serve Flagstaff's population.

Moved by Councilmember Khara House, **seconded by** Councilmember Anthony Garcia to read Resolution No. 2025-30 by title only.

Vote: 7 - 0 - Unanimously

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

Moved by Councilmember Anthony Garcia, **seconded by** Councilmember Khara House to adopt Resolution No. 2025-30.

Vote: 7 - 0 - Unanimously

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).~~

ITEM REMOVED FROM AGENDA

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.

Deputy City Manager Joanne Keene stated that the resolution would approve an amended and restated master IGA with Coconino County, NAU, and the Coconino Community College District for the support of Mountain Line. She shared that all parties had reviewed the amendments and were

supportive. Most of the changes were small technical changes.

Deputy General Manager of Mountain Line Jackie Lenners offered that the primary reason for the amended IGA was to clarify Mountain Line's rights to property owners to enter into this agreement with a potential public private partnership for that land. She shared that the Mountain Line Board had voted to approve the IGA.

Moved by Vice Mayor Miranda Sweet, **seconded by** Councilmember Lori Matthews to read Resolution No. 2025-24 by title only.

Vote: 7 - 0 - Unanimously

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.

Moved by Vice Mayor Miranda Sweet, **seconded by** Councilmember Lori Matthews to adopt Resolution No. 2025-24.

Vote: 7 - 0 - Unanimously

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

Deputy City Manager Joanne Keene provided a PowerPoint presentation that covered the following:

COUNCIL INITIATIVE FUND
CONSIDERATION OF USING COUNCIL INITIATIVE FUNDS
FUNDING REQUEST FOR FLAGSTAFF FAMILY FOOD CENTER
COUNCIL DIRECTION

Councilmember House sought support from Council to support some of the Juneteenth events in Flagstaff. She proposed supporting the Saturday community festival which was a free event for the community that incurred expenditures for the Southside and the Coconino County African Diaspora Advisory Council. The Lived Black Experience group and Sunnyside Neighborhood Association were sponsoring a community event in Heritage Square. She felt that it was an opportunity to support these events. She proposed $500 to each organization for a total of $1000.

Ethan Amos with Flagstaff Family Food Center expressed gratitude to the Mayor and Council for their support and consideration. He emphasized that their clients were also neighbors and behind every statistic was a real person, including a growing number of children, particularly during summer break. He outlined their efforts to meet increasing demand, including investing in renovations and staffing to expand capacity. Despite these efforts, they were approaching their limits and were in need of collective support to continue.

Councilmember Matthews asked about the number of meals they served. Mr. Amos stated that in 2015, the organization served 80,000 meals, by 2019, that number had risen to 241,000. In 2025, they anticipate providing over 520,000 prepared meals, distributing 90,000 food boxes, and handling 8.21 million pounds of food, placing them among the top 30% of food banks nationwide. Currently, they serve up to 2,000 meals per day, with recent support helping them sustain about 14,000 meals, enough to serve the community for just over a week.

Council was supportive of the Juneteenth events and the request for Flagstaff Family Food Center. They asked staff to seek additional funding opportunities in the upcoming fiscal year to help support the food center.

Moved by Vice Mayor Miranda Sweet, **seconded by** Councilmember Austin Aslan to use the Council Initiative Fund to support Flagstaff Family Food Center in the amount of $5,600 and Juneteenth events in the amount of $1,000.

Vote: 7 - 0 - Unanimously

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.

Councilmember Spence explained that between 1960 and 1992 the procedure was for the highest Council vote getter to become Vice Mayor Elect for two years and then become Vice Mayor for the final two years of their term. In 1992 the process changed to what exists now. He would like to have a discussion about going back to the previous method to provide a period of seasoning for the Vice Mayor.

There was requisite Council support to advance the item for a future discussion.

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.

Councilmember Garcia withdrew his request because there would be an item coming forward to Council in the fall that would address his request.

13. OPEN CALL TO THE PUBLIC

DJ addressed Council and spoke about his experience with homelessness. He also expressed that he felt that his constitutional rights had been violated.

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

Councilmember House reported that she would be travelling to a conference the following week and may miss the Council meeting.

Vice Mayor Sweet stated that she attended the Habitat for Humanity blitz build for starter homes at Timber Sky. She would be serving lunch on Thursday to support the 150 volunteers who had come in from all over the country to build the homes. She also stated that Friday was First Friday Artwalk downtown, and Saturday and Sunday was Hullabaloo.

Councilmember Aslan shared that he had worked at the Habitat site that morning and it was a very satisfying experience, and it was great to see the support from people all over the country.

Councilmember Garcia reported that he was able to speak with kids at the Mormon Lake camp on Thursday. They talked about leadership and interacting through culture, art, and politics.

Councilmember Spence shared that Friday was the opening of a new exhibit at Epiphany Church on gay and lesbian artwork. It was a great exhibit, and he encouraged everyone to go see it.

Councilmember Matthews stated that she was able to take a VIP tour of the Spruce Wash suite of projects. She said that it was wonderful to see the work and progress on that project. She was also in Phoenix at the State Capitol for the Budget, Finance, and Economic Development committee meeting. She also attended the retirement ceremony for Chris Thomas from the Flagstaff Fire Department. Lastly, she shared that she would be travelling the next week to participate in the Jump Start conference for the airport.

Mayor Daggett was also on the tour of the Spruce Wash; the work that had gone into all of the projects along the Spruce Wash area was remarkable, and the amount of money staff had been able to pull in from other sources was phenomenal.

15. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held June 3, 2025, adjourned at 5:18 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on June 3, 2025. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 26th day of August, 2025

_____
CITY CLERK

CITY COUNCIL WORK SESSION
TUESDAY, MAY 27, 2025
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN AVE
3:00 P.M.

MINUTES

1. Call to Order

Mayor Daggett called the Work Session of the Flagstaff City Council held May 27, 2025, to order at 3:02 p.m.

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 work session, 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.

PRESENT:	ABSENT:
MAYOR DAGGETT	
VICE MAYOR SWEET	
COUNCILMEMBER ASLAN	
COUNCILMEMBER GARCIA	
COUNCILMEMBER HOUSE	
COUNCILMEMBER MATTHEWS	
COUNCILMEMBER SPENCE	

Others present: City Manager Greg Clifton, City Attorney Sterling Solomon

3. Pledge of Allegiance, Mission Statement, and Land Acknowledgement

The Council and audience recited the pledge of allegiance, Councilmember Garcia read the Mission Statement of the City of Flagstaff, and Councilmember Matthews read the 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.

Dapper Dre addressed Council and discussed several transportation issues. He acknowledged the 30-mph speed limit on Butler but noted the lack of other visible improvements. He emphasized the need to extend sidewalks and highlighted the car-centric nature of the community. Mr. Dre called for making difficult decisions that prioritize alternatives to cars, such as closing roads for First Friday events, and urged for proactive messaging that promotes other modes of transportation over car use.

Steven Puhr addressed Council and stated he requested information again about the scope of work for company quarterly reviews and oversight under the charter. He pointed out that quarterly reviews are only submitted to Management Services Division, reducing transparency for the community. He stated the required oversight is not being effectively carried out. He referenced a similar situation in California where a city declared bankruptcy and emphasized the need to avoid the same outcome locally.

John McCullough addressed Council requesting a repair of a streetlight on W. Phoenix Ave.

5. Review of Draft Agenda for the June 3, 2025 City Council Meeting

Citizens wishing to speak on agenda items not specifically called out by the City Council may submit a speaker card for their items of interest to the recording clerk.

Councilmember House stated the Commission on Diversity Awareness will have proclamations for June coming forward soon.

Kelly and Rona Mortensen and William and Robin Charles submitted written comments in opposition to the Regular Agenda item 11E on the Draft Agenda for June 3, 2025.

6. May Work Anniversaries

Senior Deputy City Manager Shannon Anderson highlighted those employees who have work anniversaries in May.

Councilmember Garcia congratulated Louis Lucero on 25 years and spoke of knowing each other from a young age. He highlighted everyone in the Streets department for their dedication to service.

7. City Manager Report

City Manager Greg Clifton briefly reviewed his report including highlights from the recent Sustainability Leadership community Partner Award ceremony where Emily Melhorn was awarded. He provided a brief overview of the Human Resources and Risk Management construction and personnel updates. Mr. Clifton also highlighted Fire Captain Neil Chapman's recent trip to Washington for the House Committee on Natural Resources and provided a video of his testimony.

Councilmember Matthews stated she was interested to learn that California builders are building with fire resistant materials. She stated her research did not indicate a higher cost and saw that Sedona adopted an international building code. She asked if the City has adopted the international codes. Mr. Chapman stated the city adopted the code in 2008 and customized it for the community, he added that there were updates to adopt for the 2024 code.

8. Astronomy Discovery Center at Lowell Observatory Update

Economic Vitality Director Heidi Hansen introduced Amanda Bosh, Executive Director from Lowell Observatory, who provided a PowerPoint presentation of pictures from Lowell Observatory along with the Mission of the Observatory and some historical pictures.

INFINITE WONDERS: THE ASTRONOMY DISCOVERY CENTER AT LOWELL OBSERVATORY

Councilmember House reflected on the journey of establishing a science center in Flagstaff, expressing pride in seeing Lowell Observatory quickly recognized as one of the nation's top science centers. She highlighted the connection to the spirit of discovery, emphasizing how discovery is a personal experience, and shared excitement about the impact of the new kids' area on the community.

Councilmember Aslan thanked Ms. Bosh and the previous executive director for their efforts, reaffirming the belief in the dark skies' initiative and its economic benefits through the Observatory. He recalled the groundbreaking ceremony and expressed concern after speaking with a trustee about the difficult times science center's face. He raised questions about sustaining fundraising efforts, especially with federal funding uncertainties. Ms. Bosh acknowledged the challenges at the federal level, noting volatility and potential funding cuts that affect critical research. She explained that the center focuses on both discovery and sharing of science and was heavily dependent on federal research funds. These challenges are not unique to the Observatory but affect universities as well. She emphasized the need for the country to decide what it values and highlighted their ongoing efforts to navigate these difficulties. Ms. Bosh shared plans to build out a skylight terrace on the roof, a popular spot for sunset gatherings. This space will also be used for astronomy presentations and events, enhancing community engagement.

Vice Mayor Sweet expressed enthusiasm about spending time at the Observatory at sunset, calling it a valuable community asset. She praised the center's impact on downtown business and noted that visitors often leave Flagstaff with something from the center, celebrating its role in putting the city on the map.

Councilmember Garcia thanked Ms. Bosh for the presentation and acknowledged the Observatory as one of Flagstaff's key industries that shaped the local mindset and workforce. He credited Lowell Observatory as a crucial factor in the city's identity as a hub for free thinkers.

Ms. Hansen pointed out that despite the driest December in a long time, the Discovery Center helped prevent a significant drop in visitors.

Mayor Daggett offered congratulations and gratitude, praising the center's interactive experiences. She asked about passes and discounted rates for schoolchildren. Ms. Bosh explained that special rates exist for school groups, supported by a generous donor for those who cannot afford them. The center also participates in the statewide Culture Pass program to ensure broad accessibility, including for those receiving federal assistance. She added that membership at Lowell Observatory grants access to other science centers nationwide.

Councilmember Spence reminded the community about the upcoming community discussion regarding Land Accessibility and Suitability Study at the Observatory and encouraged attendance.

9. Monsoon Preparations and Post-Wildfire Flooding Update

Public Works Director Scott Overton, Water Services Section Director Ed Schenk, Brian Kilmowski from the National Weather Service for Flagstaff, Emergency Program Manager Daniel Kelley, Joe Loverich with JE Fuller, Consulting Engineer from Peak Engineering Julie Leid, and Public Affairs

Director Sarah Langley provided a PowerPoint presentation that covered the following:

MONSOON FLOOD SEASON PREPARATIONS
OBJECTIVES TONIGHT
NWS FLAGSTAFF MONSOON OUTLOOK 2025
SUPPORTING AND SUMMARY INFORMATION
FLAGSTAFF MONSOON PREPARATIONS
CLIMATE PREDICTION CENTER OUTLOOKS

Councilmember House asked if warmer and wetter conditions mean the area will experience atypical humidity. Mr. Klimowski confirmed that while it is more common in the south, it could affect the local area as well.

Councilmember House also raised concerns about potential impacts from federal funding changes on weather prediction reliability. Mr. Klimowski responded that their forecasting tools have not been significantly affected by funding cuts and that technological advancements continue to improve their capabilities.

SPRUCE WASH
OVERALL MAP
SPRUCE WASH SCHEDULE
SUITE OF PROJECTS
GRANDVIEW DRIVE PROJECT

Councilmember Aslan asked what type of storm would overwhelm the structure. Ms. Leid responded that a storm producing two inches of rain in 45 minutes--approximately a 25-year event--would exceed the structure's capacity.

THE WEDGE DETENTION BASIN
LINDA VISTA CROSSING
LINDA VISTA TO CEDAR CHANNEL
CEDAR AVENUE CROSSING
ARROYO SECO TO DORTHA CHANNEL
ARROYO SECO DRIVE INLET
KILIP BASINS INLET
KILIP BASINS OUTLET

Councilmember Spence inquired about the water capacity of the Killip basins, and Ms. Leid responded that they hold 8 acre-feet.

Councilmember House raised concerns about the Fourth Street construction project, asking how its timing aligns with other efforts and how traffic diversions are being managed, particularly regarding increased use of neighborhood side streets and related speed issues. Ms. Leid explained that while ADOT is leading much of the planning, the city is coordinating closely with its traffic team to manage detours. Law enforcement is monitoring traffic flow, and strategies can be deployed to address cut-through traffic as behavioral patterns emerge.

Mayor Daggett asked if Cedar Avenue is closed entirely from the west to Fourth Street. Ms. Leid clarified that only the Spruce Wash crossing is closed and alternate routes like Grandview are available. She noted that business signage is in development to help affected local businesses. Mayor Daggett emphasized supporting businesses on Cedar during this disruptive period and thanked staff for minimizing closures.

Councilmember House also referenced a phone number for residents to report issues, and Mr. Schenk confirmed the call center number is 928-213-2102.

INTERIM CONDITIONS MAPS
STATE OF THE WATERSHED
MEET IN THE STREETS

Councilmember Matthews emphasized the need for broader outreach beyond social media to inform residents affected by flooding. Ms. Leid mentioned efforts such as a weekly e-newsletter, potential public releases, and door hangers. Ms. Langley added that a news release, social media, and Nextdoor would also be used.

Councilmember Aslan expressed interest in being onsite during the first flooding event and asked if councilmembers could be notified when it happens. Mr. Scott confirmed there are existing emergency protocols and policy briefings, and that coordination would be possible for onsite visits, footage, or VIP delegations, stressing the importance of organized efforts. Councilmember Aslan reiterated interest in being present and looked forward to working out the logistics.

SANDBAG GUIDANCE AND RESOURCES
SCHULTZ CREEK
COMPLETELY MITIGATED
SCHULTZ FLOOD BASINS
SCHULTZ CHANNEL STABILIZATION
SCHULTZ CREEK LONG TERM MITIGATION
2025 STORMWATER CONVEYANCE SYSTEM MAINTENANCE
2025 YTD MAINTENANCE PROGRAM OVERVIEW
OPEN CHANNELS
STORM WATER CONYENANCE PREVENTATIVE MAINTENANCE
2025-2026 DRAINAGE IMPROVEMENTS
2025 MONSOON SEASON PREPARATIONS
EMERGENCY MANAGEMENT
EARLY ALERT NETWORK
PURCHASE FLOOD INSURANCE

Mayor Daggett asked why Flagstaff residents receive a discount. Mr. Schneck explained that it is due to the Community Rating System program, which rewards communities that exceed minimum standards for flood mitigation. Flagstaff is a Class 5 community, and in this system, a lower-class number is better. As a result, residents receive a 25% discount on flood insurance.

FLOOD PREVENTION GRANTS
STATE OF THE SCIENCE
QUESTIONS?

Mayor Daggett expressed relief and appreciation for the progress made, noting that this presentation was one of the least stressful compared to past situations when properties were under threat. She praised the significant work, coordination, and planning that have gone into addressing the issue.

Mr. Schneck echoed the sentiment, commending the strong teamwork among individuals and agencies, and added hope for small monsoon events to help test the improvements.

Mayor Daggett stated that water in designated channels is a beautiful thing.

10. Open Call to the Public

None

11. Informational Items To/From Mayor, Council, and City Manager; future agenda item requests

Vice Mayor Sweet shared that the city sponsored Movies on the Square and highlighted that the Council has access to a free booth at three of the events. Coordination will be needed with the City Manager to decide which dates to select for city representation.

Councilmember House spoke of the recent tourism volunteer day and noted the upcoming Crisis Center event. She reminded everyone about the Montalvo event at the Aquaplex to discuss uses for the center and highlighted two additional events: a flag ceremony for engineer Chris Thomas and the

E-Drive event in the afternoon.

Councilmember Spence stated he recently attended a listening session in town focused on services for blind individuals. He noted that a Tucson-based organization offers rehabilitation services for the blind in Arizona. He also emphasized the upcoming E-Drive ride-and-drive electric vehicle event.

Councilmember Aslan described his positive experience joining the Public Works department for a lunch event and participating in the tourism volunteer service day, which included a pizza party.

Councilmember Garcia spoke about the Market of Dreams, encouraging its use for events and workshops and noting that the county is offering support. He expressed interest in supporting it through the Council initiative fund when renewed. He promoted the Montavlo Center event and called on Sunnyside residents to engage. He also highlighted the Museum of Northern Arizona's "Shifting Lightzone" exhibit, which showcases the region's unique climate zones, and encouraged support for local arts and culture.

Councilmember Matthews expressed concern over the city's budget process, stating that despite staff efforts, two declared emergencies are not receiving the focused attention they deserve. She called for a special budget session to review what departments requested versus what was approved, noting that councilmembers often only see the final outcome and are not involved enough in the decision-making process. She emphasized the importance of transparency and council involvement.

12. Adjournment

The meeting of the Flagstaff City Council held May 27, 2025, adjourned at 5:37 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL REGULAR MEETING
TUESDAY, MAY 20, 2025
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN AVE
3:00 P.M.

MINUTES

1. CALL TO ORDER

Mayor Daggett called the meeting of the Flagstaff City Council held May 20, 2025, to order at 3:00 p.m.

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.

Present: Mayor Becky Daggett
Vice Mayor Miranda Sweet
Councilmember Austin Aslan
Councilmember Anthony Garcia
Councilmember Khara House
Councilmember Lori Matthews
Councilmember David Spence

Staff Present: City Manager Greg Clifton; City Attorney Sterling Solomon

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

The Council and audience recited the pledge of allegiance, Councilmember Spence read the Mission Statement of the City of Flagstaff, and Vice Mayor Sweet read the 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. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

A. **Consideration and Approval of previous minutes**: City Council Regular Meeting February 20, 2024, City Council Regular Meeting April 15, 2025.

Moved by Councilmember Anthony Garcia, **seconded by** Councilmember Khara House to approve the minutes of the City Council Regular Meeting February 20, 2024, City Council Regular Meeting April 15, 2025.

Vote: 7 - 0 - Unanimously

5. 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.

Colleen Maring, Chief Legal and Chief People Officer at Northern Arizona Healthcare, addressed Council and provided updates on the outpatient surgery center expansion, highlighting construction progress and the challenge of treating patients during renovations. The upgraded facility would feature expanded surgical and therapy spaces, including new clinics and operating rooms. She clarified that the improvements did not replace the need for a new hospital, and the search for a suitable site was ongoing.

Dapper Dre addressed Council and highlighted the importance of advocacy during Bike Month, encouraging participation in bike rides and greater use of cycling amenities. He emphasized the need for improved infrastructure for pedestrians and cyclists. Linking his message to the city's carbon neutrality goals, he stressed that equitable, adaptable infrastructure was essential for community resilience.

Lance Adams addressed Council and announced two upcoming electric vehicle ride and drive events, one for City Council and Flagstaff employees, and another for the public, to promote electric vehicle use and awareness.

6. PROCLAMATIONS AND RECOGNITIONS

A. **Proclamation:** Historic Preservation Month

Heritage Preservation Officer Lauren Clementino showed a drone video of the May Hicks house relocation and Councilmember House read and presented the proclamation.

B. **Proclamation**: Public Works Week

Councilmember Garcia read and presented the proclamation.

C. **Proclamation:** National Rescue Dog Day

Mayor Daggett read and presented the proclamation.

7. COUNCIL LIAISON REPORTS

Councilmember Matthews reported that she attended the National Police Officer barbeque in support of National Police Officer week. She also attended the Indigenous Commission meeting where they worked on planning for the upcoming Indigenous Peoples' Day and Indigenous Code Talker Day. She attended the Navajo Nation Human Rights Commission meeting; it was very informative and provided an opportunity to connect and talk about issues and solutions. Lastly, she attended the ribbon cutting of the Multicultural Park Sculpture Exhibition at the Liz Archuleta County Park, she encouraged the public to check it out and be sure to scan the QR codes to learn about each sculpture.

Councilmember Garcia reported that the Library Board meeting was coming up later in the week and he would report out at the next meeting.

Councilmember Aslan provided a preview of the upcoming Sustainability Commission meeting which would include a presentation from the 2025 Innovate Green Business Pitch Competition winners and an update on the Carbon Neutrality Plan. Tech Genie would also be presenting at the meeting. He noted that the Tourism Commission meeting was later in the week and that he would be attending the Coconino Plateau Water Advisory Council meeting at the end of the month.

Vice Mayor Sweet reported that she attended the Beautification and Public Art Commission meeting where they approved seven Beautification in Action Grants with seven more coming forward soon. They also discussed Willow Bend enhancements, traffic signal enhancements, and a new mural coming downtown. She also attended the ribbon cutting for the sculpture exhibition. She also reported that she attended the Water Commission meeting where they discussed the 2024 consumer confidence report, the water production plan, and solids handling at the Rio de Flag plant. Lastly, she reported that she would be attending the Mountain Line Board and Technical Advisory Committee joint meeting, as well as the Northern Arizona Water Users Association leadership forum.

Councilmember House reported that the Commission on Diversity Awareness and the Housing Commission would be meeting that week. She also attended the ribbon cutting of the Multicultural Park Sculpture Exhibition.

Councilmember Spence reported that he attended the ribbon cutting of the Multicultural Park Sculpture Exhibition and noted that he was impressed with the long history of city and county cooperation for the entire complex around the former sawmill site.

Mayor Daggett reported that the Commission on Inclusion and Adaptive Living would meet the following week. She also encouraged the public to consider serving on a city commission, it was a great way to get involved.

8. APPOINTMENTS

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

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

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Khara House to appoint Nicholas Barraza to the Airport commission.

Vote: 7 - 0 - Unanimously

B. **Consideration of Appointments**: Beautification and Public Art Commission

Moved by Councilmember Khara House, **seconded by** Vice Mayor Miranda Sweet to appoint Tracey McCoy to the Beautification and Public Art Commission.

Vote: 7 - 0 - Unanimously

C. **Consideration of Appointments**: Board of Adjustment

Moved by Mayor Becky Daggett, **seconded by** Vice Mayor Miranda Sweet to appoint Gail Jackson to the Board of Adjustment.

Vote: 7 - 0 - Unanimously

Moved by Vice Mayor Miranda Sweet, **seconded by** Councilmember Anthony Garcia to appoint John Jackson to the Board of Adjustment.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Anthony Garcia, **seconded by** Councilmember Khara House to appoint Devin Kelley to the Board of Adjustment.

Vote: 7 - 0 - Unanimously

Moved by Councilmember David Spence, **seconded by** Vice Mayor Miranda Sweet to appoint Joseph Jarvis to the Board of Adjustment.

Vote: 7 - 0 - Unanimously

9. 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.

Mayor Daggett pulled Item 9D for public comment.

Moved by Councilmember David Spence, **seconded by** Vice Mayor Miranda Sweet to approve the Consent Agenda as presented with the exception of Item 9D.

Vote: 7 - 0 - Unanimously

A. **Retroactive approval of letter of support:** Transportation Alternatives Program grant application

Retroactively approve the letter of support.

B. **Consideration and Approval of Contract:** CMAR Construction Phase Services Agreement - Phase 2025 - GMP 2 - Mill and Overlay - with C and E Paving & Grading, LLC.

1. Approve the CMAR Construction Phase Services Agreement - Phase 2025 - GMP 2 - Mill and Overlay - with C and E Paving & Grading, LLC for a Guaranteed Maximum Price (GMP) of $8,484,919.98; and
2. Authorize the City Manager to execute the necessary documents.

C. **Consideration and Approval of Contract:** Approve the Cooperative Purchase Contract Construction LLC to provide construction services for the Flagstaff Urban Trail System (FUTS) - 2025 Asphalt Maintenance Program in an amount not to exceed $2,791,769.50.

1. Approve the Cooperative Purchase Contract with Sunland Asphalt & Construction, LLC to provide construction services for the FUTS 2025 Asphalt Maintenance Program in an amount not to exceed $2,791,769.50; and
2. Authorize the City Manager to execute the necessary documents.

D. **Consideration and Approval of Contract:** A Cooperative Purchase Contract with U.S. Bancorp Asset Management, Inc. for Investment Management Services in the amount not to exceed $160,000, annually.

Stephen Puhr addressed Council with recommendations to strengthen the city's investment oversight. He emphasized the need to amend the city's investment policy and investment policy statement to require City Council approval, in alignment with Article 6, Section 7 of the city charter, which grants the Council authority over city investments. He also recommended that the Council be included in quarterly meetings with investment managers and receive regular investment reports, not just upon request. He also proposed technical revisions to improve risk assessment and reporting, such as replacing the benchmark metric of "weighted average maturity" with "duration" to more accurately reflect interest rate risk. He pointed out inconsistencies in the current investment policy language that conflict with the city charter, particularly around oversight and policy adoption.

Management Services Director Rick Tadder clarified that the item was the contract for an investment management company to invest city funds, not a discussion about the city's investment policy itself. The policy was included only to show the guidelines the investment manager must follow. He noted that the city had successfully managed investments for years, meeting or exceeding benchmarks. Staff was seeking approval of the contract to continue services.

Councilmember Matthews indicated that she would like a future discussion to ensure that the city was in compliance with the charter.

Moved by Councilmember Anthony Garcia, **seconded by** Councilmember Khara House to approve the Cooperative Purchase Contract with U.S. Bancorp Asset Management, Inc. for Investment Management Services in an amount not to exceed $160,000, annually and authorize the City Manager to execute the necessary documents.

Vote: 7 - 0 - Unanimously

E. **Consideration and Ratification of Letter of Support:** Coconino County Superintendent School Violence Prevention Program grant application

Retroactively approve the letter of support

F. **Consideration and Approval of Contract:** Approve Two Cooperative Purchase Agreements for Plan Review and Building Inspection Services in a Total Amount Not to Exceed $290,000, annually.

1. Approve a Cooperative Purchase Contract with Shums Coda for Plan Review and Building Inspection Services in an amount not to exceed $290,000, annually;
2. Approve a Cooperative Purchase Contract with Bureau Veritas for Plan Review and Building Inspection Services in an amount not to exceed $290,000, annually; and
3. Authorize the City Manager to execute the necessary documents.

G. **Consideration and Approval of Contract:** Cooperative Contract for On-Call City Wide Public Relations/Involvement Services with Beta Public Relations, LLC in an amount not to exceed $300,000.00 per contract year for public outreach services.

1. Approve the Cooperative Purchase Contract with Beta Public Relations, LLC for City-Wide On-Call Public Relations/Involvement Services in an amount not to exceed $300,000.00 per contract year and a contract duration of four years; and
2. Authorize the City Manager to execute the necessary documents.

H. **Consideration and Approval of Contract**: 2025 Renewal of the Master Agreement for Software Maintenance with Hexagon for software utilized by the City of Flagstaff Police Department in the amount of $315,822.54, plus applicable taxes.

1. Approve the 2025 Renewal of the Master Agreement for Software Maintenance with Hexagon in the amount of $315,822.54 plus applicable taxes; and
2. Authorize the City Manager to execute all necessary documents.

10. ROUTINE ITEMS

A. **Consideration and Adoption of Ordinance No. 2025-10:** An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 7 Health and Sanitation, Chapter 4 Municipal Solid Waste Collection Service, Section 07-04-001-0010 Fees, to add a new fee for public use of city-owned electric vehicle charging stations; providing for penalties, repeal of conflicting ordinances, severability, providing for clerical corrections, and establishing an effective date

Climate Program Manager Denae Presler provided a PowerPoint presentation that covered the following:

COST RECOVERY FEE STRUCTURE -- UPDATE REQUEST

Moved by Councilmember Khara House, **seconded by** Vice Mayor Miranda Sweet to read Ordinance No. 2025-10 by title only for the final time with the amendment presented by staff.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 7 HEALTH AND SANITATION, CHAPTER 4 MUNICIPAL SOLID WASTE COLLECTION SERVICE, SECTION 07-04-001-0010 FEES TO ADD A NEW FEE FOR PUBLIC USE OF CITY-OWNED ELECTRIC VEHICLE CHARGING STATIONS; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, PROVIDING FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE AS AMENDED

Moved by Councilmember Khara House, **seconded by** Vice Mayor Miranda Sweet to adopt Ordinance No. 2025-10 with the amendment presented by staff.

Vote: 7 - 0 - Unanimously

B. **Consideration and Adoption of Ordinance No. 2025-09:** An ordinance of the City Council of the City of Flagstaff, authorizing the acquisition of real property interests for the Arroyo Seco to Dortha Channel as part of the Spruce Wash Channel Improvements Project; providing for delegation of authority, repeal of conflicting ordinances, severability, authority for clerical corrections, and establishing an effective date

Moved by Councilmember Anthony Garcia, **seconded by** Councilmember Lori Matthews to read Ordinance No. 2025-09 by title only for the final time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AUTHORIZING THE ACQUISITION OF REAL PROPERTY INTERESTS FOR THE ARROYO SECO TO DORTHA CHANNEL AS PART OF THE SPRUCE WASH CHANNEL IMPROVEMENTS PROJECT; PROVIDING FOR DELEGATION OF AUTHORITY, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Anthony Garcia, **seconded by** Councilmember Lori Matthews to adopt Ordinance No. 2025-09.

Vote: 7 - 0 - Unanimously

C. **Consideration and Adoption of Ordinance No. 2025-08:** An ordinance of the City Council of the City of Flagstaff, establishing the number of signatures required for City of Flagstaff candidate nomination petitions, providing for severability, authority for clerical corrections, and establishing an effective date

Moved by Vice Mayor Miranda Sweet, **seconded by** Councilmember David Spence to read Ordinance No. 2025-08 by title only for the final time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ESTABLISHING THE NUMBER OF SIGNATURES REQUIRED FOR CITY OF FLAGSTAFF CANDIDATE NOMINATION PETITIONS, PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Vice Mayor Miranda Sweet, **seconded by** Councilmember David Spence to adopt Ordinance No. 2025-08.

Vote: 7 - 0 - Unanimously

D. **Consideration and Approval of Contract:** Sixth Amendment to the Construction Manager at Risk Construction Phase Services Agreement with Eagle Mountain Construction, Inc. for the Spruce Wash Flood Mitigation Suite of Projects to add Guaranteed Maximum Price 6 for the Spruce Wash Watershed Improvements.

Capital Improvements Engineer Trevor Henry provided a PowerPoint presentation that covered the following:

SPRUCE WASH
AMENDMENT SIX TO THE CMAR CONSTRUCTION SERVICES AGREEMENT
SUITE OF PROJECTS
AMENDMENT SIX -- GMP 6
COST TO DATE
SPRUCE WASH SCHEDULE
COMMUNITY INVOLVEMENT

Councilmember Garcia asked if amendment six was the final phase of the project. Mr. Henry explained that there would be one more amendment that would include the last portion of the program that would include the Killip Outlet.

Mayor Daggett asked how far down the channel work would need to be to no longer have traffic interruptions on Cedar. Mr. Henry stated that the next phase of work, outlined in GMP 6, would begin south of Cedar Avenue once the current work on Cedar was completed. Once the northern projects wrapped up, traffic congestion on Cedar should ease, and construction moving south was not expected to cause significant disruptions along Cedar Avenue.

Council thanked staff for all the work to keep the project moving and on schedule.

Moved by Councilmember Khara House, **seconded by** Vice Mayor Miranda Sweet to approve the Sixth Amendment to the Construction Manager at Risk (CMAR) Construction Phase Services Agreement with Eagle Mountain Construction, Inc. (EMC) for the Spruce Wash Mitigation Suite of Projects to include Guaranteed Maximum Price (GMP) 6 for the Spruce Wash Watershed Improvements in the amount of $5,380,490.00 and adding 0 days to the contract duration, approve an Owner's Contingency of $87,500, which is approximately 1.6% of GMP 6, and authorize the City Manager to execute the necessary documents.

Vote: 7 - 0 - Unanimously

11. PUBLIC HEARING ITEMS

A. **Consideration and Adoption of Resolution No. 2025-25 and Ordinance No. 2025-11**: a resolution of the City Council of the City of Flagstaff, declaring that certain document known as "the 2025 City Tax Code Amendments" as a public record, and providing for an effective date; and an ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, title 3 Business Regulations, by adopting the "2025 City Tax Code Amendments" as set forth in that public record on file wit the City Clerk relating to codification of voter approved sales tax rates and Model City Tax Code Updates, and increasing the use tax rate to match sales tax rates; providing for repeal of conflicting ordinances, severability, clerical corrections, and establishing an effective date

Mayor Daggett continued the public hearing from May 6, 2025.

There being no public comment, Mayor Daggett closed the public hearing.

Moved by Councilmember Lori Matthews, **seconded by** Councilmember David Spence to adopt Resolution No. 2025-25.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Khara House to read Ordinance No. 2025-11 by title only for the final time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AMENDING THE FLAGSTAFF CITY CODE, TITLE 3, BUSINESS REGULATIONS, BY ADOPTING THE "2025 CITY TAX CODE AMENDMENTS" AS SET FORTH IN THAT PUBLIC RECORD ON FILE WITH THE CITY CLERK RELATING TO CODIFICATION OF VOTER APPROVED SALES TAX RATES AND MODEL CITY TAX CODE UPDATES, AND INCREASING THE USE TAX RATE TO MATCH SALES TAX RATES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Lori Matthews, **seconded by** Vice Mayor Miranda Sweet to adopt Ordinance No. 2025-11.

Vote: 7 - 0 - Unanimously

12. REGULAR AGENDA

A. **Consideration and Approval of Contract**: Approve the Contract with Creative Flagstaff to serve as the City's Lead Arts Agency (LAA) and Grantmaking Agency (GMA) for Arts, Culture and Science.

Community Investment Director Dave McIntire provided a PowerPoint presentation that covered the following:

LEAD ARTS, CULTURE AND SCIENCE AGENCY; GRANTMAKING AGENCY
INTENTION AND CONTRACT
BBB -- ART AND SCIENCE FUNDING
PROCESS
INTENT AND PURPOSE

PROCESS
REQUEST
REVIEW
CONTRACT ACTIVITIES
LEAD ARTS AGENCY
GRANT MAKING AGENCY
BBB -- ARTS AND SCIENCE FUNDED
BUDGET
ACTION

Julie Comnick, Executive Director for Creative Flagstaff, addressed Council and expressed gratitude for being recommended to continue as the city's lead arts and grantmaking agency. She emphasized the importance of supporting creative expression in the community. She announced that 39 arts and science nonprofit organizations were recommended to receive a record $490,000 in grant funding. Highlights of the funding included current and upcoming exhibitions such as the Indigenous art market and ArtX activations, youth creative camps, professional development workshops, and continued cultural programming, which were all made possible through the city's partnership and support.

Mayor Daggett asked the status on the national endowment of the arts. Ms. Comnick stated that many "Our Town" project grants had recently been terminated, which affected funding for arts and culture programming. The grants, along with support from the National Endowment for the Arts and the National Endowment for the Humanities, were key to offering free, themed programming tied to exhibitions. While the loss was significant, efforts were underway to diversify funding streams, and there was hope that state agency support would remain intact to help sustain local arts initiatives.

Council thanked Ms. Comnick for their efforts and continuing the good work of Creative Flagstaff.

Moved by Councilmember Khara House, **seconded by** Vice Mayor Miranda Sweet to approve contract #2025-176 with Creative Flagstaff and authorize the City Manager to execute the necessary documents.

Vote: 7 - 0 - Unanimously

B. **Consideration and Adoption of Resolution No. 2025-29:** A resolution of the Flagstaff City Council adopting an amendment to the City of Flagstaff's Incentive Policy for Affordable Housing.

Housing Planning Manager Jennifer Mikelson addressed Council and stated that the primary purpose of the amendment was to correct and clarify terminology related to the eligible fees list which had become outdated. The current policy was adopted in 2009 and remained the primary tool for encouraging affordable housing in Flagstaff through financial and zoning incentives, since Arizona law prohibited mandating affordable units. The financial incentives were funded through the general fund and used to pay eligible fees on behalf of developers. While a comprehensive rewrite of the policy was planned, it was on hold until the completion of a broader code analysis project to ensure any new incentives aligned with potential changes to development regulations and better support housing affordability.

Ms. Mikelson reviewed the track changes within the policy.

Councilmember House asked if there were any perceived impacts to the accessibility of the program for affordable housing. Ms. Mikelson indicated that there was no impact to accessing the fees. The revision was trying to maintain what the incentive was always intended to pay. An underlying goal of the policy was to make it more easily attainable.

Councilmember Matthews asked if the the incentive program had $250,000 allocated for the year, which Ms. Mikelson confirmed.

Councilmember Matthews asked $250,000 would cover a ten-unit affordable housing apartment complex. Ms. Mikelson stated that $250,000 would go some way but would only go so far. Fees were larger with bigger projects.

Councilmember Matthews asked about deferring impact fees for market rate units. Ms. Mikelson stated that it was a provision that was included way back when as an additional kind of creative incentive to offer developers to try to work within their financing timelines.

Housing Director Sarah Darr stated that to her knowledge that particular incentive had only been used twice. The impetus behind the incentive was that impact fees were paid out of financing upfront, which meant the developer was incurring interest charges throughout the time span of development and allowing them to pay those fees at the end meant they were not incurring interest. The security for the city was that the fees had to be paid back before a Certificate of Occupancy was issued.

Councilmember Matthews stated that she would like to find a way to incentivize middle market housing to get more of that housing.

Mayor Daggett asked if the fund was used to reimburse Community Development for the waivers. Ms. Mikelson responded yes, there was no non-payment happening.

Councilmember Matthews asked if the funding amount was approved by Council. Ms. Darr stated that Council approved the budget for the incentive program. There were many competing factors within the general fund, and their practice had been to approach the budget team if there were needs beyond the funding available. When determining how much money to request in the budget process, they looked at what they anticipated coming forward. Not everything was built all at once and they had been successful in staggering the use of the funds. Larger projects were much different because they did not allow for that staggering.

Councilmember Matthews stated that in light of the city's declared crisis's she would like to have a conversation about Council being more involved in the details of budget requests.

Moved by Vice Mayor Miranda Sweet, **seconded by** Councilmember Lori Matthews to read Resolution No. 2025-29 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, ADOPTING AN AMENDMENT TO THE CITY OF FLAGSTAFF'S INCENTIVE POLICY FOR AFFORDABLE HOUSING

Moved by Councilmember Khara House, **seconded by** Councilmember Lori Matthews to adopt Resolution No. 2025-29.

Vote: 7 - 0 - Unanimously

C. **Consideration and Adoption of Resolution No. 2025-28:** A resolution of the Flagstaff City Council adopting the City of Flagstaff Public Safety Personnel Retirement System Pension Funding Policy; delegating authority; and establishing an effective date.

Management Services Director Rick Tadder addressed Council and stated that the resolution was to adopt the annual pension funding policy for the City of Flagstaff's Public Safety Retirement Plans as required by state law. He stated that both the police and fire pension plans were now over 100% funded. The policy outlined strategies to maintain full funding, including budgeting contributions regardless of staff vacancies, continuing payments for deferred retirement participants, avoiding contribution reductions even when overfunded, and maintaining set-aside and contingency reserve funds.

Moved by Councilmember Anthony Garcia, **seconded by** Councilmember Lori Matthews to read Resolution No. 2025-28 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL ADOPTING THE CITY OF FLAGSTAFF PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM PENSION FUNDING POLICY; DELEGATING AUTHORITY; AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Lori Matthews, **seconded by** Vice Mayor Miranda Sweet to adopt Resolution No. 2025-28.

Vote: 7 - 0 - Unanimously

D. **Consideration and Adoption of Resolution No. 2025-27:** A resolution of the Flagstaff City Council, designating its Chief Fiscal Officer for officially submitting the fiscal year 2025-2026 expenditure limitation report to the Arizona Auditor General, and establishing an effective date.

Management Services Director Rick Tadder addressed Council and stated that the city was required to annually designate a Chief Fiscal Officer for the City for expenditure limitation reporting. The resolution would formally designate him as the Chief Fiscal Officer, per Arizona Revised Statutes, Section 41-1279.07(E).

Moved by Councilmember Khara House, **seconded by** Vice Mayor Miranda Sweet to read Resolution No. 2025-27 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, DESIGNATING THE CHIEF FISCAL OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL YEAR 2025-2026 EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Khara House, **seconded by** Vice Mayor Miranda Sweet to adopt Resolution No. 2025-27.

Vote: 7 - 0 - Unanimously

E. **Consideration and Approval of Resolution No. 2026-26:** A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement between the City of Flagstaff and the Arizona Department of Transportation (ADOT) for the US 89 Highway Safety Improvement Program Scoping grant award.

Transportation Engineer David Lemcke provided a PowerPoint presentation that covered the following:

RESOLUTION -- IGA FOR HIGHWAY SAFETY IMPROVEMENT PROGRAM SCOPING
BACKGROUND
HSIP SCOPING - IGA

Moved by Councilmember Lori Matthews, **seconded by** Vice Mayor Miranda Sweet to read Resolution No. 2025-26 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) AND THE CITY OF FLAGSTAFF FOR HIGHWAY SAFETY IMPROVEMENT PROGRAM PROJECT SCOPING

Moved by Councilmember Lori Matthews, **seconded by** Vice Mayor Miranda Sweet to adopt Resolution No. 2025-26.

Vote: 7 - 0 - Unanimously

13. OPEN CALL TO THE PUBLIC

DJ addressed Council and spoke about an experience at the library and his experiences with homelessness.

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

Councilmember House reported that she was accepted into the Flinn Brown Fellowship program. She requested a consideration on the use of the Council initiative fund to provide funding for some of the events occurring for Juneteenth.

Vice Mayor Sweet stated that she attended the soft opening of the Market of Dreams; she said it was well attended and a great success. She also participated in the e-bike demo and would be attending the Public Works appreciation luncheon to celebrate with the team.

Councilmember Garcia reported that he attended a seminar at NAU that provided a briefing on how to get an intern from NAU. He said Council or staff could contact student services for more information.

Mayor Daggett stated that she was honored to present awards at the Flagstaff High School award ceremony. She thanked Deputy City Manager Joanne Keene for presenting the awards at Coconino High School. She met with the Governor's Office of Resiliency to talk about energy, energy production, and priorities. She was able to send off the Coconino High School softball team to the state championships, which they won. She encouraged people to check out the Market of Dreams.

Deputy City Manager Joanne Keene introduced Gracie Martinez who was an intern in the City Manager's Office for the summer. She was a Junior at NAU and interested in getting her master's in public administration and looking for public service exposure. They were happy to have her on board and look forward to what she can offer to the team.

15. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held May 20, 2025, adjourned at 5:10 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on May 20, 2025. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 26th day of August, 2025

_____
CITY CLERK

CITY COUNCIL WORK SESSION
TUESDAY, MAY 13, 2025
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN AVE
3:00 P.M.

MINUTES

1. Call to Order

Mayor Daggett called the Work Session of the Flagstaff City Council held May 13, 2025, to order at 3:01 p.m.

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 work session, 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.

PRESENT:	ABSENT:
MAYOR DAGGETT	
VICE MAYOR SWEET	
COUNCILMEMBER ASLAN	
COUNCILMEMBER GARCIA	
COUNCILMEMBER HOUSE	
COUNCILMEMBER MATTHEWS	
COUNCILMEMBER SPENCE	

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

3. Pledge of Allegiance, Mission Statement, and Land Acknowledgement

The Council and audience recited the pledge of allegiance, Councilmember Matthews read the Mission Statement of the City of Flagstaff, and Councilmember Garcia read the 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.

Public Works Director Scott Overton addressed Council and provided an update on the Montalvo Center Project stating there would be an upcoming community input event later in May.

Human Resources Deputy Director Jennifer Caputo introduced new the Risk Manager Aaron Kaminski.

Dapper Dre addressed Council regarding riding bicycles and accessibility. He spoke of speed limits and the dangers cars can bring. He encouraged others to bike as well.

5. PROCLAMATIONS

A. Proclamation: Ride Your Bike Week

Vice Mayor Sweet read the Proclamation.

B. Proclamation: Mental Health Awareness Month

Councilmember House read the Proclamation.

C. Proclamation: Economic Development Week

Mayor Daggett read the Proclamation.

6. Review of Draft Agenda for the May 20, 2025 City Council Meeting

Citizens wishing to speak on agenda items not specifically called out by the City Council may submit a speaker card for their items of interest to the recording clerk.

None

7. City Manager Report

City Manager Greg Clifton briefly reviewed his report and covered the rotation of divisions that will be presenting information for updates. The divisions for this Council meeting include the Water Division and the Engineering Division.

City Engineer Paul Mood, Capital Improvements Engineer Trevor Henry, and Transportation Director Jeff Bauman reviewed their Council Update PowerPoint that covered the following:

CITY ENGINEERING
CITY ENGINEERING
CAPITAL IMPROVEMENTS -- STAFF

CAPITAL IMPROVEMENTS -- PROJECT OUTREACH

Mayor Daggett asked where people can go to get individual project updates. Mr. Henry stated that there are projects sites that have more update to date information than the main website that has the full list of projects, he also stated that people can call as well. Deputy City Manager Joanne Keene also relayed there are updates on the Connect Flagstaff website.

CAPITAL IMPROVEMENTS -- PROJECT DELIVERY
TRANSPORTATION -- STAFF
TRANSPORTATION -- COMMISSIONS AND COMMITTEES
TRANSPORTATION -- GRANT PROGRAMS
TRANSPORTATION -- INTERNAL PROGRAMS
DEVELOPMENT ENGINEERING -- STAFF
DEVELOPMENT ENGINEERING -- PROJECTS
DEVELOPMENT ENGINEERING -- WECOM FIBER MICRO-TRENCHING PILOT PROJECT
DEVELOPMENT ENGINEERING -- IMPLEMENTED CITY INCLUSION IN AZ511 SYSTEM
DEVELOPMENT ENGINEERING -- COORDINATION WITH ROUTE 66 CENTENNIAL
DEVELOPMENT ENGINEERING -- FLEET ELECTRIFICATION
CITY ENGINEERING -- CITY EMPLOYEE LITTER CLEANUP COMPETITION AWARD
QUESTIONS

Water Services Director Lee Williams reviewed his PowerPoint presentation that covered the following:

WATER SERVICES
WATER SERVICE
FIELD OPERATIONS
PLANT OPERATIONS
STORM WATER
RESOURCE MANAGEMENT

Councilmember Matthews clarified that we have the designations for a 100-year water supply for 100,000 population. Mr. Williams stated the population number was closer to 140,000 or so. Councilmember Matthews reiterated how important the designation was.

ENGINEERING
REGULATORY COMPLIANCE
QUESTIONS?

Councilmember Garcia expressed appreciation for the quality of Flagstaff's water, noting that it is gentle on appliances due to its softness. Mr. Williams added that being at a higher elevation it means residents receive water first from the source, which is both cold and clean. He highlighted that colder water tends to be purer and requires less chlorine. Due to increased reliance on well water this year, residents may notice more calcium buildup, such as in kettles. He added that the dedicated city teams work consistently to maintain the system and ensure water quality.

Councilmember Spence inquired about the percentage of non-revenue water which is water that is produced but not billed to customers and how Flagstaff compares to similar cities. Mr. Williams responded that the city's non-revenue water is around 10%, which is consistent with other comparable municipalities. He also noted that the city had enlisted a consulting group to conduct testing and analysis.

Mayor Daggett asked about facility tours, and Mr. Williams clarified that while individual tours are not offered, group tours can be arranged by emailing him directly or the department.

8. **Discussion of childcare resources in Flagstaff and greater Coconino County and the impacts of the current status.**

Community Investment Director Dave McIntire, and Economic Development Director Jeff McCormick introduced the Director of the Early Learning and Development Center from Northern Arizona

University Rebecca Cirzan., and President and CEO of United Way of Arizona Liz Archuletta who provided a PowerPoint Presentation that covered the following:

ADDRESSING THE CHILDCARE CRISIS: A PATHWAY TO WORKFORCE DEVELOPMENT AND ENGAGEMENT
THE CHILDCARE CRISIS IN AMERICA
THE CHILDCARE CRISIS IN FLAGSTAFF
THE COMMUNITY PROBLEM
WHY
THE CHILDCARE LANDSCAPE
PERCENTAGE OF FOUR YEAR OLDS IN PRESCHOOL
THE SOLUTION
CITY AND COUNTY EARLY CHILDHOOD INITIATIVES NATIONWIDE
ARIZONA CITIES WITH FUNDED EARLY CHILDHOOD INITIATIVES

Councilmember House asked for clarification on the source of a study mentioned during the discussion. Ms. Archuletta responded that the study was conducted specifically for the Elevate Pre-K program in partnership with the Institute for Child Success.

Vice Mayor Sweet, referencing her role with NACOG, noted ongoing struggles with staffing and instructor retention in Head Start programs and asked whether Elevate Pre-K had faced similar challenges. Ms. Archuletta explained that they have not experienced those issues. She attributed this stability to their competitive salaries, noting that their teachers are paid more than those at Flagstaff Unified School District, which helps with retention. Additionally, she emphasized that Elevate Pre-K serves working families who earn too much to qualify for Department of Economic Security subsidies but still struggle to afford preschool, filling an important gap in early childhood education access. Ms. Archuletta also highlighted that the same teachers have remained with the program throughout the entire pilot phase, indicating strong retention.

NAU ELDC
THE NEXT STEPS AND GOALS

Mayor Daggett asked for clarification on what is meant by a "center" in the context of serving the entire community and whether there have been discussions around workforce development, specifically to support individuals interested in starting childcare businesses. Ms. Cirzan responded that over the next year, the focus will be on assessing infrastructure and developing a strategic plan that aligns with the community's goals. The intention is to bring together diverse perspectives to create a thoughtful and practical path forward.

Mr. McIntire added that a key consideration is building infrastructure that not only expands access but also maintains quality and affordability, ensuring that any solutions developed are both effective and sustainable.

THANK YOU

Councilmember House expressed appreciation for the detailed presentation and background materials, which reflected the deep challenges facing the community, particularly the intersection of childcare, affordable housing, and community health. She raised concerns about the overreliance on federal funding and asked what local efforts are being made to build sustainability. Ms. Cirzan responded that while federal funds helped stabilize things temporarily, local providers have adapted to working without them when needed. Some support has come in the form of infrastructure improvements for childcare centers, such as repairing sinks or classrooms, and providers are increasingly focused on finding local solutions.

Councilmember House asked about the proposed commission related to the childcare crisis and asked whether it would be a new city commission or tied to an existing committee. Ms. Cirzan noted that comprehensive conversations are needed with multiple partners and that a strategic plan must be developed. Mr. McIntire added that the effort is currently being called a "task force," and it is still being determined whether it will reside with the city or county, but the key need is to establish a permanent working group to guide the next steps.

Councilmember House asked about workforce development and the role of other partnerships. Mr. McIntire shared that one idea discussed was using limited funding to support scholarships for families or schools, and while smaller initiatives can help, the problem is much larger and requires strategic coordination. Ms. Archuletta emphasized the role United Way has played, noting their involvement in early childhood development and outreach. She pointed to examples like the creation of FACTS in response to afterschool care shortages and said there is a strong need to broaden collaboration with other industries. A key opportunity now is to bring more partners into the fold to build out the childcare infrastructure.

Councilmember House shared a personal story of a former colleague who benefited from Elevate Pre-K, which allowed her to support her family without sacrificing work or childcare. She then asked about the state of the childcare workforce pipeline and provider training. Ms. Cirzan responded that no consistent federal or state funding exists to support this, and the field suffers from poor wages, mental health strain, and high turnover. While some cities are exploring pipeline development through wage support and credentialled programs, there is a significant lack of data and organizational support. ARPA dollars helped temporarily, but a sustainable solution is still lacking.

Mayor Daggett clarified that the Alliance that was referenced in discussion consisted of the City, County, Northern Arizona University, Coconino Community College, Flagstaff Unified School District, and Mountain Line, which meet quarterly to discuss items of shared concern.

Councilmember Matthews sought clarification about income eligibility for the Department of Economic Security childcare benefits, and Ms. Cirzan confirmed that even full-time, minimum-wage single parents often struggle to qualify. Councilmember Matthews shared concerns about the slow pace of government action and asked for a more concrete timeline. Ms. Cirzan emphasized the urgency, saying the issue is worsening and that the time to act is now, specifically proposing a strategic plan be developed within nine months.

Mr. McIntire added that during early discussions with the County, there was a clear decision not to launch another broad study, but rather to focus on understanding existing data and selecting impactful pilot projects. He acknowledged that while funding is limited, meaningful citywide change will require scaled-up efforts. Ms. Archuletta concluded by noting that partners have supported Elevate Pre-K for four years without returning for additional funding and that the pilot ends in July. The program has proven successful and is ready to move into its next phase and grow this model. She stressed that no further studies are needed to prove its value; the focus should now be on creating the infrastructure to maintain more projects.

9. Greater Observatory Mesa Area Trail Plan

Open Space Supervisor Robert Wallace and Southwest Decision Resources Facilitator Mark Loseth provided a PowerPoint presentation that covered the following:

GREATER OBSERVATORY TRAIL PLAN DRAFT
GENERAL OVERVIEW
GREATER OBSERVATORY MESA AREA
BACKGROUND -- LAND MANAGERS
BACKGROUND -- CURRENT CONDITIONS
MANAGEMENT CONSIDERATIONS
PUBLIC INTEREST IN THE AREA
TRAIL PLAN OBJECTIVES
FIRST TRAIL PLAN DESIGN
PUBLIC ENGAGEMENT OVERVIEW
FIRST PUBLIC COMMENT FEEDBACK
WHAT CHANGED?
SECOND PUBLIC COMMENT FEEDBACK
WHAT CHANGED?
THIRD AND FINAL PUBLIC COMMENT FEEDBACK
WHAT CHANGED?
FINAL DRAFT PLAN: PROPOSAL MAP

TRAIL PLAN REVIEW
TRAIL PLAN REVIEW -- PRIORITY 1
TRAIL PLAN -- PRIORITY 2
TRAIL PLAN -- PRIORITY 3
TRAIL PLAN REVIEW -- LONG TERM
NEXT STEPS
COUNCIL QUESTIONS? PUBLIC COMMENTS
CITY COUNCIL COMMENTS AND DIRECTION

Councilmember Garcia asked for clarification on which quadrants of the proposed area fall within the City of Flagstaff, and which belong to other entities. Mr. Wallace explained that sections 6, 8, 12, and 18 and the yellow color are within the city, while sections 1,7, and 13, along with areas to the west, are owned by the Coconino National Forest. Section 17 is private property owned by Lowell Observatory. Mr. Wallace reiterated the three phases and the long-term goals which have more challenging objectives.

Councilmember Garcia also raised concerns about the conflict between the Forest Service's emphasis on passive recreation and the conservation easement in place. He asked if anything in the easement directly contradicts the proposed plans, noting that public comments have reflected significant concern. Mr. Wallace responded that the conservation easement does include language that permits supporting infrastructure for access and for trail use, and that the project team believes the current plans align with it. He emphasized that the proposed trail system would benefit both public access and conservation goals, improving current conditions and allowing for better long-term land management.

Mr. Loseth added that out of the 20 acres in question, only about 7.8 acres would be developed, leaving 12.2 acres preserved.

Councilmember Aslan asked for details on the planned restoration efforts, and Mr. Wallace explained that current maps highlight unauthorized road use, which the team aims to restore using methods like those employed at Picture Canyon. He confirmed that native seeds will be used in the restoration process.

Mayor Daggett then asked about how the planning team reconciled the conflicting public feedback they have received, especially balancing recreation with land preservation. Mr. Loseth acknowledged that this tension has been central to the process. They have heard concerns about preserving wildlife and the natural environment while also providing quality access for residents. The team has tried to strike a balance by planning appropriate trail density and placing trails in areas that minimize environmental impact. Much of the public input reflected this balance of support for access, but in a way that is respectful of the land's ecological value.

Public Participants that addressed Council in support of the proposed plan:

- Martos Hoffman
- Jackie Thomas
- Mary Norton
- Michael Murphy
- Kenneth Lane
- Anthony Quintile on behalf of Flagstaff Biking Organization
- Molly Joyce
- Quinn Travis
- Truman Shoaff
- Cori Morse
- John Dailey

Comments included:

- Balanced and compromised plan
- People will never be fully happy or satisfied
- Suggested renaming from a trail system to a nature preserve

- Some in favor of e-bikes while others were not
- Appreciation for staff and partners who have worked on the plan
- Trails provide different experiences: optimizing for bikes, youth trails, and adaptive trails

Lucas Cowan submitted a written comment in support of Class 1 electric bikes for the proposed plan.

Ann Walka submitted a written comment advocating for preserving wildlife.

Kyle McKendree submitted a written comment in support of the proposed plan.

Michele James from Flagstaff Friends of Future addressed Council and submitted a written comment in opposition of the proposed plan.

J. Baxter, Matthew H. Hall and Karen Enyedy submitted written comments in opposition of the proposed plan.

Councilmember Aslan thanked the public for their strong engagement and applauded the efforts of Mr. Wallace and partners who went above and beyond in public outreach. As a regular user of the area, he shared his personal experience touring the space. He voiced full support for the compromised plan and was surprised by any controversy surrounding it. Councilmember Aslan reaffirmed his support for e-bikes, encouraging the Council to continue considering them. He stated he sees the economic driver the area could bring, emphasized the need for accessible trails, and stressed that trail use should be based on trust and responsible behavior. He also supported moving away from calling it a "trail plan" to something more reflective of the space's multifaceted purpose.

Councilmember House expressed appreciation for the staff and commission and highlighted how well the plan balances various tensions, which she described as the essence of democracy. She emphasized the importance of accessibility and adaptive trails, referencing public comments that called attention to ADA compliance. She also mentioned regional conversations with the county about place-based storytelling and balancing ecological integrity with public use. She inquired about educational programming in the area, outreach to tribal nations, and long-term monitoring of ecological impacts. Mr. Wallace responded by describing efforts to engage youth through educational field trips and nature-based play features. He said tribal outreach received limited but positive feedback, and ecological monitoring is supported by a volunteer program, State Site Stewards, and coordination with the local police.

Councilmember Matthews acknowledged the extensive public input and noted the harm caused by unauthorized trails, which do more damage than formal ones. She supported the trail plan for its focus on safety and connectivity, especially in areas like Railroad Springs. Although she initially had reservations about e-bikes, learning that the Council had already approved them for certain trails changed her perspective. She emphasized the importance of interpretive signage and trusted staff's integrity in the plan's development.

Vice Mayor Sweet also thanked the staff and noted her regular use of the area for running. She appreciated the depth of research and public involvement, particularly the focus on restoration and managed recreation. While she wished restoration efforts could begin sooner, she supported the trail plan overall. She requested more research on the public comment regarding the relocation of the 515 trailhead. She echoed others in supporting e-bikes and the idea of avoiding the term "trailhead" to reflect a broader, more inclusive vision.

Councilmember Garcia focused on the technical aspects of the trail design; particularly how mountain bike-optimized trails differ from multi-use ones. Mr. Loseth explained that mountain bike trails require specific design features, such as slopes and curves for lateral and vertical movement, making integration with multi-use trails difficult. Four mountain bike-optimized trails are included in the plan, alongside 20 general trails. Councilmember Garcia questioned whether the plan aligns with the conservation easement and reiterated that the area should be marketed as a natural preserve that acknowledges the many compromises made in the planning process.

Councilmember Spence praised the comprehensive work done by the commission and staff, fully

supporting the plan. He made a request to include bike parking at each trailhead to accommodate users who may want to walk instead of ride.

Mayor Daggett thanked the staff and expressed pride in the area and how far the project has come since she had served with Friends of Flagstaff's Future that worked on the bond measure. She was pleased with the plan's managed access and efforts to remove unauthorized roads. However, she questioned the consultation with Game and Fish, clarifying whether a wildlife biologist had been involved. Mr. Wallace stated a representative was consulted, though not necessarily a biologist, and stated he would need to verify credentials.

Mr. Wallace stated that e-bikes are only permitted on existing motorized alignments due to deed restrictions. He addressed adaptive trail design, noting that not all trails are adaptive by design to ensure varied experiences. He confirmed staff had taken note of feedback to use an alternative name rather than "trail plan." He stated that marketing would focus on residents. Mr. Wallace stated he would be back in June to provide a resolution for consideration and adoption.

10. Open Call to the Public

None

11. Informational Items To/From Mayor, Council, and City Manager; future agenda item requests

Vice Mayor Sweet requested a FAIR item on utilizing to council initiative funds for the Flagstaff Family Food Center. She stated she accepted an award for Adam Shimoni during Bike to Work Week. She also reminded the community that later that week the Market of Dreams is doing soft opening and encouraged everyone to attend.

Councilmember House stated she was honored to read the Mental Health proclamation at Buffalo Park over the weekend and stated that she attended Train Day. She spoke of an upcoming event for the Redemption Counseling Center and reminded the community of the opening reception of the multicultural art exhibit at the Liz Archuletta Park.

Councilmember Spence requested a FAIR item for a future discussion on noise mitigation at Bushmaster Park

Councilmember Matthews reiterated her FAIR item from last week for a discussion on incentives for middle market/workforce housing.

Councilmember Garcia reminded the community of a youth bike riding event that week at Sechrist School.

Mayor Daggett reminded the community of Rescue a Dog Day that was coming up.

12. Adjournment

The meeting of the Flagstaff City Council held May 13, 2025, adjourned at 7:05 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL REGULAR MEETING
TUESDAY, MAY 6, 2025
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN AVE
3:00 P.M.

MINUTES

1. CALL TO ORDER

Mayor Daggett called the meeting of the Flagstaff City Council held May 6, 2025, to order at 3:01 p.m.

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.

Present: Mayor Becky Daggett
Vice Mayor Miranda Sweet
Councilmember Austin Aslan
Councilmember Anthony Garcia
Councilmember Khara House
Councilmember Lori Matthews
Councilmember David Spence

Staff Present: City Manager Greg Clifton; City Attorney Sterling Solomon

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

The Council and audience recited the pledge of allegiance, Vice Mayor Sweet read the Mission Statement of the City of Flagstaff, and Councilmember Aslan read the 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.

Mayor Daggett reordered the agenda to take Item 12A following Item 11A.

4. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

A. **Consideration and Approval of Minutes:** City Council Special Meeting Work Session March 23, 2021, City Council Work Session April 27, 2021, Joint City Council/Coconino County Work Session April 28, 2021, City Council Work Session November 23, 2021, City Council Special Meeting Work Session March 29, 2022, City Council Work Session October 25, 2022, Joint City Council/Coconino County Work Session March 6, 2023, City Council Work Session April 25, 2023, City Council Work Session September 26, 2023, City Council Work Session February 27, 2024, City Council Special Meeting Work Session May 14, 2024, City Council Special Work Session May 16, 2024, City Council Work Session May 28, 2024, City Council Special Meeting Work Session July 7, 2024, City Council Regular Meeting March 4, 2025, and Joint City Council/Coconino County Work Session April 14, 2025, City Council Work Session April 22, 2025.

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Khara House to approve the minutes of the City Council Special Meeting Work Session March 23, 2021, City Council Work Session April 27, 2021, Joint City Council/Coconino County Work Session April 28, 2021, City Council Work Session November 23, 2021, City Council Special Meeting Work Session March 29, 2022, City Council Work Session October 25, 2022, Joint City Council/Coconino County Work Session March 6, 2023, City Council Work Session April 25, 2023, City Council Work Session September 26, 2023, City Council Work Session February 27, 2024, City Council Special Meeting Work Session May 14, 2024, City Council Special Work Session May 16, 2024, City Council Work Session May 28, 2024, City Council Special Meeting Work Session July 7, 2024, City Council Regular Meeting March 4, 2025, and Joint City Council/Coconino County Work Session April 14, 2025, City Council Work Session April 22, 2025.

Vote: 7 - 0 - Unanimously

5. 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.

Mark Prouty raised concerns about panhandlers having dogs in the sun without water. There were no ordinances to address the behavior, and he encouraged Council to consider something that would give Animal Control more options.

Blake Nabours addressed Council seeking clarification on zoning code restrictions related to parking in an R1 zone and how they were enforced. He expressed concern about a city vehicle being allowed to park in violation of the current code and mentioned being told about a future code amendment that had not yet been adopted.

Silas and Fynn Loverich addressed Council with concerns about speed limits on Lake Mary Road. They mentioned recent accidents and the danger it posed to pedestrians, especially children. They suggested reducing the speed limit to 35 mph and adding pedestrian crossings to improve safety.

Stephen Puhr addressed Council and questioned the accuracy of the city's population growth projections used to justify a new $300--$400 million wastewater treatment center. He believed that

actual growth rates did not support the proposed 40% capacity increase and urged the Council to reconsider the project to avoid potentially wasting taxpayer money on unnecessary infrastructure.

Sustainability Specialist for Wildland Fire Management Noah Baker provided an update on the Pine Needle Drop Off project, highlighting its success and plans for the next project area.

Colleen Maring, Chief People Officer and Chief Legal Counsel at Northern Arizona Healthcare, addressed Council and shared updates on Northern Arizona Healthcare, including National Nurses Week and the hospital's high-quality care rankings. She highlighted the hospital's achievement of straight A grades from the Leapfrog Group for patient and hospital safety, placing them on par with renowned institutions like the Mayo Clinic and Cleveland Clinic.

Dapper Dre addressed Council and reported on the success of the Car-Free First Friday event and suggested making it a regular occurrence.

6. PROCLAMATIONS AND RECOGNITIONS

A. **Proclamation:** Jewish Heritage Month

Councilmember House read and presented the proclamation.

B. **Proclamation**: Asian American, Native Hawaiian, and Pacific Islander (AANHPI) Heritage Month

Councilmember House read and presented the proclamation.

C. **Proclamation**: National Travel and Tourism Week

Mayor Daggett read and presented the proclamation.

7. COUNCIL LIAISON REPORTS

Councilmember Matthews reported that she and Vice Mayor Sweet attended the missing and murdered Indigenous peoples' ceremony. She also met with the Governor's office representative responsible for community engagement; they discussed community concerns, issues, and how people could reach out with concerns.

Vice Mayor Sweet reported that she would be attending the upcoming Beautification and Public Art Commission meeting.

Councilmember House reported that the Commission on Diversity Awareness met and discussed two different proclamations. They also received a presentation on the LASS/CAP and provided a nomination for a member to serve on the committee for the multicultural park exhibit.

Councilmember Spence reported that he was able to participate in a visit to Picture Canyon with the Open Spaces Commission. They discussed the Don Weaver Trail realignment, and the approvals needed to accomplish the project.

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.

Moved by Councilmember Khara House, **seconded by** Councilmember David Spence to approve the Consent Agenda as presented.

Vote: 7 - 0 - Unanimously

A. **Consideration and Approval of Contract:** Change Order No. 2 with Eagle Mountain Construction, Inc. in the amount of $439,009.00 for The Wedge Phase 3, GMP 5, Amendment No. Five, as part of the Spruce Wash Flood Mitigation Suite of Projects

1. Approve Change Order No. 2 for The Wedge Phase 3 in an amount of $439,009.00; and
2. Authorize the City Manager to execute the necessary documents.

B. **Consideration and Approval:** Confirming appointees selected by Mayor for the citizen positions on PSPRS.

Confirm appointees selected by Mayor.

C. **Consideration and Ratification:** Letter of support for the Arizona Environmental Infrastructure program

Retroactively approve the letter of support.

D. **Consideration and Approval of Contract:** Joint Funding Agreement Renewal with the United States Geological Survey for a streamflow gage at Newman Canyon in the amount of $148,910 for the period of May 1, 2025 to September 30, 2029.

1. Approve the Joint Funding Agreement with the U.S. Geological Survey (USGS) for a streamflow gage at Newman Canyon in the amount of $148,910 for the period of May 1, 2025 to September 30, 2029; and
2. Authorize the City Manager to execute the necessary documents.

E. **Consideration and Approval of Amendment to Contract:** Approve the Second Amendment to the Cooperative Purchase Contract with GovernmentJobs.com, DBA NEOGOV (NEOGOV), in the amount of $102,869.72.

1. Approve the Second Amendment to the Cooperative Purchase Contract with NEOGOV, in the amount of $102,869.72; and
2. Authorize the City Manager to execute the necessary documents.

9. ROUTINE ITEMS

A. **Consideration and Approval of Contract:** Approve the Construction Contract with Hope Construction LLC for Sport Courts at Bushmaster Park.

Assistant Parks and Recreation Director Amy Hagin provided a PowerPoint presentation that covered the following:

APPROVAL OF CONSTRUCTION CONTRACT FOR SPORT COURTS AT BUSHMASTER PARK - $2,168,892
SAFE AND HEALTHY COMMUNITY, LIVABLE COMMUNITY
CITY COUNCIL PREVIOUS DECISIONS AND/OR COMMUNITY DISCUSSION
ORIGINAL DESIGN, 2ND DESIGN LAYOUT
COMPETITIVE BID, RESULT AND CONTRACT AWARD

Councilmember Spence asked how many responses were received for the procurement. Ms. Hagin stated that two responses were submitted for the two sets of plans. Councilmember Spence also asked what the unsuccessful respondents bid amount was. Ms. Hagin shared that the bid amount was $3.8 million.

Councilmember Garcia asked how many trees would be removed. Ms. Hagin stated that 13 trees were removed, and 13 new trees would be planted. Councilmember Garcia also asked if there was any noise abatement planned for the southside of the park. Ms. Hagin stated that it was not part of the proposal.

Councilmember Matthews clarified that the design contract was already approved and what was before them was the actual construction of the courts. Ms. Hagin confirmed.

The following individuals addressed Council in support of the contract:

- Christine Sturgeon
- Alicia Hendricks
- Maximilian Kraus
- Devon Beam
- Rebecca Marlatt
- Jamie Whelan

The following comments were received:

- There was a recreational need for the courts.
- The courts would be a smart economical investment.
- Pickleball is the fastest growing sport.
- New courts create opportunities to host pickleball events and bring people to Flagstaff.
- Investing in quality courts and lighting means constant use and steady community engagement.
- Flagstaff can center itself as a hub for pickleball.
- Pickleball was more than a sport, it is a community builder.
- Pickleball is a sport that is accessible to everyone.
- The existing courts at Bushmaster Park are not adequate and they are deteriorating.
- This will provide dedicates space for pickleball, basketball, and tennis.
- The biggest issue facing the Flagstaff and NAU pickleball clubs was the lack of available court space.
- There is a lot of interest in pickleball from the community and students at NAU.
- The courts are an opportunity for people to stay active and build friendships.
- The demand for courts far exceeds the available resources.
- Further delay of the project means greater expend down the road.
- Flagstaff is overdue for dedicated pickleball, basketball, and tennis courts at Bushmaster Park.
- Indoor courts are also needed in Flagstaff.
- There needs to be more investment in parks and recreation, Flagstaff is so far behind.

The following individuals submitted written comments in support of the contract:

- Kelly Hanseth
- Alfredo Fernandez
- Bernice Carter

Councilmember Aslan asked for additional details about the fencing for the project. Ms. Hagin explained that the plan included six pickleball courts with eight-foot fencing on the north and south sides, and four-foot fencing around and between the individual courts. Two additional courts would be added to complete a total of eight. Tennis courts would have ten-foot fencing. Basketball courts, not adjacent to roadways, were preferred to remain open, with only some decorative fencing along the eastern and southern edges to prevent balls from rolling into landscaping.

Councilmember Aslan asked about potential economic benefit or cost recovery. Ms. Hagin stated that recreational play was 100% free. If there was a special event tournament, there would be fees that would be associated with that.

Councilmember Garcia asked if there would also be pickleball striping on the basketball and tennis courts. Ms. Hagin indicated that they would be dual striped but there was no dedicated pickleball for those courts. The only way there could be pickleball play on those courts would be through a permit with Parks and Recreation.

Councilmember House mentioned that a community member had brought up the Fort Tuthill Park master plan which included six pickleball courts and noted that there was a significant cost difference between their six courts and the city's project. She asked about that variance in price. Ms. Hagin

stated that staff had reached out to the county to inquire if the courts were budgeted, and they indicated that they had not been budgeted yet and the price in the master plan were estimated costs. Additionally, their plan did not provide a construction plan.

Councilmember Spence thanked staff for their work and efforts to try and mitigate the noise for residents, including increasing the distance from nearby homes. However, he continued to have concerns about cutting down 13 mature ponderosa pines, limited parking, and potential conflicts with other park uses. He felt that the existing tennis and basketball courts could be maintained rather than replaced and that the $2.1 million cost was excessive. He suggested alternative locations, such as Fort Tuthill, unused mall space, Foxglenn Park, and city-owned land near the National Guard Armory, as more suitable sites. He indicated that he would vote no, because he felt that it was the wrong place, wrong amount, and wrong time.

Vice Mayor Sweet stated that she went out and looked at the space a few times and see the modifications that were made to move the courts as far away as possible from residences. She was disappointed that the cost had gone up but recognized that was a challenge they would be faced with for a while with all city projects. She expressed appreciation for addressing all of the parking, tree, and maintenance issues that had come up.

Councilmember Matthews noted that there had been eight rigorous meetings on the topic of pickleball. It was a difficult decision and many alternatives were considered. Costs continued to rise and delaying projects any further would only add more cost.

Councilmember Aslan expressed his support for pickleball throughout Flagstaff and he appreciated and acknowledged the concerns that had been shared from the public.

Moved by Councilmember Anthony Garcia, **seconded by** Councilmember Austin Aslan to approve the Construction Contract with Hope Construction LLC ("Contractor") in the amount of $2,168,892 and a contract time duration of 210 calendar days and authorize the City Manager to execute the necessary documents.

Vote: 6 - 1

NAY: Councilmember David Spence

A break was held from 4:40 p.m. through 4:47 p.m.

10. PUBLIC HEARING ITEMS

A. **Consideration and Adoption of Resolution No. 2025-25 and Ordinance No. 2025-11:** a resolution of the City Council of the City of Flagstaff, declaring that certain document known as "the 2025 City Tax Code Amendments" as a public record, and providing for an effective date; and an ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, title 3 Business Regulations, by adopting the "2025 City Tax Code Amendments" as set forth in that public record on file wit the City Clerk relating to codification of voter approved sales tax rates and Model City Tax Code Updates, and increasing the use tax rate to match sales tax rates; providing for repeal of conflicting ordinances, severability, clerical corrections, and establishing an effective date

Mayor Daggett opened the public hearing.

Management Services Director Rick Tadder and Senior Assistant City Attorney Anja Wendel provided a PowerPoint presentation that covered the following:

CITY TAX CODE CHANGES
OVERVIEW OF CHANGES
VOTER-APPROVED TPT RATE CHANGES
RATE CHANGES
MODEL CITY TAX CODE CHANGES

There being no public comment, Mayor Daggett continued the public hearing to May 20, 2025.

Moved by Councilmember Anthony Garcia, **seconded by** Vice Mayor Miranda Sweet to read Resolution No. 2025-25 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, DECLARING THAT CERTAIN DOCUMENT KNOWN AS "2025 CITY TAX CODE AMENDMENTS" AS A PUBLIC RECORD, AND PROVIDING FOR AN EFFECTIVE DATE

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Khara House to read Ordinance No. 2025-11 by title only for the first time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AMENDING THE FLAGSTAFF CITY CODE, TITLE 3, BUSINESS REGULATIONS, BY ADOPTING THE "2025 CITY TAX CODE AMENDMENTS" AS SET FORTH IN THAT PUBLIC RECORD ON FILE WITH THE CITY CLERK RELATING TO CODIFICATION OF VOTER APPROVED SALES TAX RATES AND MODEL CITY TAX CODE UPDATES, AND INCREASING THE USE TAX RATE TO MATCH SALES TAX RATES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

B. **Consideration and Adoption of Ordinance No. 2025-10:** An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 7 Health and Sanitation, Chapter 4 Municipal Solid Waste Collection Service, Section 07-04-001-0010 Fees, to add a new fee for public use of city-owned electric vehicle charging stations; providing for penalties, repeal of conflicting ordinances, severability, providing for clerical corrections, and establishing an effective date

Mayor Daggett opened the public hearing.

Climate Program Manager Denae Presler provided a PowerPoint presentation that covered the following:

ELECTRIC VEHICLE CHARGING FEES
BACKGROUND
COST RECOVERY FEE STRUCTURE
EXAMPLE OF CHARGING FEES IN ACTION

Councilmember Aslan asked about the cost savings in future years. Ms. Presler shared that it would be interesting to see the impacts over time. The city EV charging stations were near capacity, especially at City Hall. If demand remained high, revenue could increase over time alongside electricity rates. The goal was to reach a balance where idling fees covered maintenance and operational costs and potentially achieve full cost recovery.

STAFF RECOMMENDATION

Councilmember Spence asked if there had been any comparison done on the rate a person would pay at a Tesla or private charging station versus the city rate. Ms. Presler shared that they did a market analysis, and the Tesla stations were more expensive than the city because it was a faster charge. In reviewing NAU and Coconino County, the city rates were well in line with those fees in the community.

Councilmember House asked how the system switched from regular charging fee to the idling fee. Ms. Presler explained that the stations work through the ChargePoint dashboard so it knows as soon as it had stopped delivering energy to a vehicle and would switch to the secondary pricing. It was fully automated.

There being no further comment, Mayor Daggett closed the public hearing.

Moved by Councilmember Lori Matthews, **seconded by** Vice Mayor Miranda Sweet to read Ordinance No. 2025-10 by title only for the first time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 7 HEALTH AND SANITATION, CHAPTER 4 MUNICIPAL SOLID WASTE COLLECTION SERVICE, SECTION 07-04-001-0010 FEES TO ADD A NEW FEE FOR PUBLIC USE OF CITY-OWNED ELECTRIC VEHICLE CHARGING STATIONS; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, PROVIDING FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

11. REGULAR AGENDA

A. **Consideration and Adoption of Resolution No. 2025-20:** A resolution of the Flagstaff City Council naming the Rio de Flag Bridge at the Picture Canyon Natural and Cultural Preserve the "Jack Welch Memorial Bridge."

Open Space Supervisor Robert Wallace introduced Karin Malis Clark with Friends of Jack Welch who provided a PowerPoint presentation that covered the following:

JACK WELCH MEMORIAL BRIDGE
RECOGNIZING MR. JACK WELCH
COMMUNITY CONTRIBUTIONS
COMMUNITY PROPOSAL

Vera Melkgraf submitted a written comment in support of renaming the Rio de Flag Bridge to Jack Welch Memorial Bridge.

Council expressed strong support and appreciation for naming the bridge in honor of Jack Welch. They shared that it was an honor to know and learn from Jack. He was described as a "pied piper" of Flagstaff. He demonstrated inspirational leadership and that they were grateful to be the City Council who approved the tribute and memorialize the lasting legacy of Jack and his commitment to Flagstaff.

Moved by Councilmember Khara House, **seconded by** Councilmember Lori Matthews to read Resolution No. 2025-20 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL NAMING THE RIO DE FLAG BRIDGE AT THE PICTURE CANYON NATURAL AND CULTURAL PRESERVE THE "JACK WELCH MEMORIAL BRIDGE"

Moved by Councilmember Anthony Garcia, **seconded by** Councilmember Khara House to adopt Resolution No. 2025-20.

Vote: 7 - 0 - Unanimously

B. **Consideration and Adoption of Resolution No.2025-23:** A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement between Coconino County and the City of Flagstaff for Criminal Justice Coordinating (CJCC) Management.

Senior Deputy City Manager Shannon Anderson provided a PowerPoint presentation that covered the following:

IGA: CRIMINAL JUSTICE COORDINATING COUNCIL
CJCC
CJCC DIRECTOR
CJCC MANAGEMENT

Councilmember Matthews shared that as the Council liaison for the CJCC, she had been so impressed with the work that they did and how the strong collaboration between the many partners within the criminal justice system had a significant impact on the community.

Moved by Councilmember Lori Matthews, **seconded by** Councilmember David Spence to read Resolution No. 2025-23 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN COCONINO COUNTY AND THE CITY OF FLAGSTAFF FOR CRIMINAL JUSTICE COORDINATING COUNCIL MANAGEMENT

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Khara House to adopt Resolution No. 2025-23.

Vote: 7 - 0 - Unanimously

C. **Consideration and Adoption of Resolution No. 2025-22:** A resolution of the Flagstaff City Council, authorizing the grant agreement for an Arizona State Parks Off-Highway Vehicle Supplemental Grant

Deputy Police Chief Charles Hernandez addressed Council and stated that the grant agreement authorized the city to accept a $93,738 Arizona State Parks Off-Highway Vehicle supplemental grant. The funds would be used to purchase an off-highway vehicle, personal protective and communications equipment, and emergency lighting. The grant would also support enhanced patrol efforts in open spaces and trails, assist with large events like those at Cinder Lakes and Mormon Lake, and cover approximately $20,000 in overtime for patrols. The primary goal was to promote safety and education, with enforcement as a last resort.

Moved by Councilmember Anthony Garcia, **seconded by** Vice Mayor Miranda Sweet to read Resolution No. 2025-22 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, AUTHORIZING THE GRANT AGREEMENT FOR AN ARIZONA STATE PARKS OFF-HIGHWAY VEHICLE SUPPLEMENTAL GRANT

Moved by Councilmember Anthony Garcia, **seconded by** Vice Mayor Miranda Sweet to adopt Resolution No. 2025-22.

Vote: 7 - 0 - Unanimously

D. **Consideration and Adoption of Ordinance No. 2025-09:** An ordinance of the City Council of the City of Flagstaff, authorizing the acquisition of real property interests for the Arroyo Seco to Dortha Channel as part of the Spruce Wash Channel Improvements Project; providing for delegation of authority, repeal of conflicting ordinances, severability, authority for clerical corrections, and establishing an effective date

Real Estate Manager Bryce Doty addressed Council and stated that the ordinance would authorize the necessary property acquisitions for the Arroyo Seco to Dortha channel segment of the Spruce Wash project. The area lied between Dortha Street to the north and Ponderosa Park to the south. Due to outdated drainage easements from the 1950s that no longer aligned with current needs, the city had identified 18 parcels requiring access, five for permanent easements and the rest for temporary entry permits to complete grading work. Negotiations with property owners were underway and on track to meet the construction timeline.

Moved by Councilmember Khara House, **seconded by** Councilmember Lori Matthews to read Ordinance No. 2025-09 by title only for the first time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AUTHORIZING THE ACQUISITION OF REAL PROPERTY INTERESTS FOR THE ARROYO SECO TO DORTHA CHANNEL AS PART OF THE SPRUCE WASH CHANNEL IMPROVEMENTS PROJECT; PROVIDING FOR DELEGATION OF AUTHORITY, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

E. **Consideration and Adoption of Ordinance No. 2025-08:** An ordinance of the City Council of the City of Flagstaff, establishing the number of signatures required for City of Flagstaff candidate nomination petitions, providing for severability, authority for clerical corrections, and establishing an effective date

Communication and Civic Engagement Director Stacy Saltzburg addressed Council and stated that the ordinance would modify the number of signatures required for candidate nomination petitions.

The City Charter required the city to set the minimum number of signatures at 5% of the total votes cast for Mayor at the last preceding general election. Since the move from May elections to November elections in 2014, signature requirements had steadily increased ranging from 1,045 up to 1,602. State law allowed a City Council to adopt an ordinance that would set the minimum number of signatures at 1,000 or 5%, whichever was less.

Councilmember Matthews shared her experience collecting over 1,600 petition signatures to qualify for Council, noting it often required more than 2,000 due to duplicate or invalid entries. Despite challenges like winter weather and tight deadlines, she saw the process as a valuable rite of passage that demonstrated commitment to engaging with the community. She expressed concern about lowering the threshold and felt that the higher number better proved a candidate's dedication to public service.

Councilmember Garcia noted his support and added that the modification would add equity to the equation with candidates having similar requirements each election cycle rather than a number that varied, sometimes drastically, between different types of elections.

Councilmember House noted her support for the ordinance.

Councilmember Aslan shared that while he did not feel that it was a rite of passage for candidates it was a filter to determine who was serious about running for office. He also believed that the canvassing for signatures created a listening campaign and an opportunity for citizens to engage in conversation with candidates. He indicated that he was supportive of the change.

Moved by Councilmember Austin Aslan, **seconded by** Vice Mayor Miranda Sweet to read Ordinance No. 2025-08 by title only for the first time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ESTABLISHING THE NUMBER OF SIGNATURES REQUIRED FOR CITY OF FLAGSTAFF CANDIDATE NOMINATION PETITIONS, PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

12. DISCUSSION ITEMS

A. LASS + CAP Code Concepts Report Follow-Up

Interim Community Development Director Michelle McNulty, Sustainability Analyst Genevieve

Pearthree and Housing Planning Manager Jen Mikelson provided a PowerPoint presentation that covered the following:

CODE ANALYSIS PROJECT -- CODE CONCEPTS REPORT
AGENDA
CITY HOUSING AND CLIMATE GOALS
OVERVIEW & OBJECTIVES OF THE LASS+CAP PROJECT
PUBLIC OUTREACH TO DATE
PHASE 1: CODE DIAGNOSTIC REPORT
PHASE 2: CODE CONCEPTS
CODE CONCEPTS
SCENARIOS FOR CORE STANDARDS AND INCENTIVES
SCENARIO 1
SCENARIO 2

Councilmember Matthews asked if the increase in density to 80 units per acre meant that it was required or did it allow for a developer to increase by right the number of units per acre and if there would be a minimum requirement. Ms. Mikelson explained that the intent would be to increase the density to a higher maximum but there were minimums that would still need to be met. The new requirements focused on encouraging transit-oriented development to increase housing density and promote transit use. She clarified that only the maximum density would be raised, not the minimum, which would allow developers the option to build more densely if they included certain sustainability features. The approach aimed to offset any added costs from new requirements by offering increased development potential. A "menu" of sustainability options provided flexibility for developers. Another recommendation was introducing Floor Area Ratio caps, currently only in commercial zones, to residential areas, alongside reduced parking minimums and scaled-back but still effective density bonuses tied to sustainable development incentives.

SCENARIO 3
KEY FINDINGS & IMPLICATIONS FROM SCENARIOS
TRANSIT-RELATED CODE ANALYSIS FINDINGS
DECISION POINTS Q1: OUTCOMES
DECISIONS POINTS Q2: DENSITY
DECISIONS POINTS Q3: FAR
FLOOR AREA RATIO
DECISION POINTS Q4: MENU OF SUSTAINABILITY OPTIONS
SUSTAINABILITY STANDARDS BY SCENARIO
DECISION POINTS Q5: PARKING
PARKING STANDARDS BY SCENARIO
20-UNIT MULTIFAMILY DEVELOPMENT (EXAMPLE)
DECISION POINTS Q6: REDUCED STREET WIDTHS
DECISION POINTS Q7: WINTER PARKING ORDINANCE
NEXT STEPS

Councilmember Spence stated that in consideration to whether the changes should apply to all zones citywide he offered the example of applying certain improvements, such as limiting parking to one side of the street or alternating sides by month, across all zoning areas could lead to better outcomes. He questioned whether it would be possible to implement those types of changes citywide.

Ms. McNulty stated that it was part of what they were trying to understand. Some code changes could be applied citywide, but others required a more thoughtful, targeted approach based on neighborhood readiness. For example, parking regulations may need to differ depending on the area's characteristics such as older single-family neighborhoods that now housed more residents, which led to increased vehicle congestion. In that scenario, applying blanket changes could worsen the issues. Instead, pilot programs in select neighborhoods may help evaluate the effectiveness of parking reductions before broader implementation. Coordination with partners was also necessary to assess the impacts on maintenance and infrastructure.

Councilmember Matthews asked for staff to explain how the Floor Area Ratio changes would impact High Occupancy Housing. Zoning Code Director Tiffany Antol stated that the density increase ranged from ten to 80 units per acre would exceed the current definition of high occupancy house which was anything over 29 units per acre. The shift challenged the existing framework and called for a reevaluation of how high occupancy housing was defined and regulated. Much of the higher-density development occurred in commercial zones, where single-use residential projects typically required Conditional Use Permits, which offered more oversight. There was an opportunity to creatively transition between zoning categories and explore incentives for affordable housing, especially considering new state legislation around middle housing. While the concept of high occupancy housing may need to evolve, its core principles like managing bedroom density could be preserved and adapted in new ways.

Mayor Daggett asked if there could be different parking standards depending on the intensity of use and if parking minimums could be eliminated in corridors and reduce the standards elsewhere. Ms. McNulty responded yes, there were ways to get to those types of solutions, it was not a blanket approach.

Tyler Denham addressed Council and stated that he supported urban infill as a way to promote affordability and sustainability. He recommended reducing barriers for market-rate and subsidized housing. He also suggested increasing base density citywide to allow middle housing, with additional increases in higher-intensity zones and for projects that included subsidized units or sustainability features. He also expressed support for introducing floor area ratio caps that modeled Portland's graduated system, which encouraged smaller-scale housing. He warned against adding complexity to Flagstaff's already dense zoning code and recommended replacing redundant rules rather than layering new ones. With regard to parking, he favored an open parking option and emphasized that right sized parking requirements benefitted affordability and sustainability and should not be used only as a bargaining tool. Lastly, he called for modifications to the winter parking ordinance and consideration for narrower local street design.

David Hayward addressed Council and praised the significant progress made by city staff and Council, especially in addressing concerns from vulnerable community members. He urged the Council to make as many zoning reforms as possible by right rather than relying on incentive-based systems, which had historically failed to produce their desired outcomes. Instead of using needed changes as bargaining chips, he suggested clear, straightforward allowances that permitted more building without added conditions.

Councilmember House emphasized the importance of thoughtful and equitable planning when considering where and how to increase housing density. She expressed concerns about historical zoning practices that contributed to inequality and gentrification and urged caution to not concentrate new density in communities that had historically borne the brunt of it, especially without corresponding investments in infrastructure and resources. She wanted there to be a more balanced approach by promoting missing middle housing across all neighborhoods to support both affordability and sustainability. She also cautioned against framing sustainable design standards as being in conflict with affordability. With careful planning, both goals could be achieved together. She stressed the need for continued intentionality, especially in community-facing conversations.

Councilmember Matthews shared her ongoing concern about potential conflicts between Flagstaff's carbon neutrality goals and its housing affordability efforts. Sustainable building mandates, like electrification, EV charging, solar readiness, and energy efficiency, could raise construction costs by $5,000--$20,000 per home which could potentially contribute to housing shortages and displacement of low-income residents. The policies promoting density, transit-oriented development, and energy savings could support affordability if paired with subsidies, streamlined regulations, and zoning reform. She also expressed concern about reduced parking and narrow roads in new developments, especially in snowy conditions. Eliminating parking was not feasible in many parts of the city. Lastly, she urged caution against losing community character by placing large-scale developments in the middle of established neighborhoods such as Southside or Sunnyside. She expressed regret over earlier support for blanket zoning citywide for fourplexes and triplexes.

Ms. McNulty responded by expressing support for the Council's earlier decision to allow fourplexes

citywide and stated that Council should not regret that decision because it aligned with the broader goal of doing things thoughtfully and equitably. Fourplexes represented a gentle density strategy that could be beneficial across neighborhoods and align with community goals if implemented carefully. She acknowledged the concern raised but emphasized that at-risk neighborhoods like Southside and Sunnyside already allowed high-density development, without equalizing zoning across the city, development pressure would remain concentrated in those areas. She noted that there was a need to fine-tune policy to balance density goals with infrastructure capacity to avoid triggering costly upgrades that might push developers to fall back on less ideal by-right zoning.

Ms. Antol reminded Council that state law required the zoning code text amendment to be completed by January 2026, so time was limited. She cautioned that pursuing overlays would significantly slow the process and risk missing the deadline. She clarified that the amendment did not change density requirements or mandates but simply permitted a building form such as fourplexes currently not allowed in some zones. Developers would have the option, not the obligation, to use that form which preserved flexibility.

Councilmember Garcia asked if the team had partnered with the Sustainability Division on creative outreach strategies to increase public participation in upcoming community meetings. Ms. McNulty shared that a community meeting would be held on June 13, 2025 at Lowell Observatory; a professional facilitator would lead the session so staff could participate more fully in the discussion. It was a collaborative project involving Sustainability, Housing, Planning, Engineering, and Building Safety. She acknowledged ongoing challenges with community outreach, especially due to the complexity of the material. Staff continued to find improved ways to effectively engage the public and ensure the information is accessible. They were beginning to engage directly with neighborhoods like Southside and Sunnyside and welcomed suggestions from Council on how to improve outreach and public connection.

Mayor Daggett asked when staff would like to finalize the decision points. Ms. McNulty stated that the goal was to re-engage Council on key questions and get them thinking in advance of the community meeting. She shared that the team was currently developing a new proposed solution based on recent feedback. The intent was to bring back refined concepts to Council before the summer break, to allow more time for deliberation. She emphasized the need for clear direction on the general approach, particularly whether to pursue by-right density or stick with incentive-based strategies to avoid investing resources into code changes that may not be supported. The process would involve multiple iterations, but early guidance was critical to set the path forward.

A break was held from 6:42 p.m. through 6:52 p.m.

13. OPEN CALL TO THE PUBLIC

None

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

Vice Mayor Sweet shared that she had the honor to read the proclamation at the Missing and Murdered Indigenous Relatives event at NACA. It was an emotional and impactful event to bring awareness to the crisis affecting Indigenous communities. She also shared that downtown had been decorated in blue and gold in celebration of the upcoming NAU graduation. She also shared that she had been able to participate in a mayoral roundtable in Williams that was focused on regional economic development. Lastly, she mentioned that the Bike to Work Week kickoff was the following week; she would read a proclamation and accept the brick award on behalf of Adam Shimoni to honor his contributions to cycling in Flagstaff.

Councilmember House recognized Mental Health Awareness Month and urged ongoing attention to the accessibility challenges many in the community faced regarding mental and behavioral health resources. Lastly, she referenced the public comment from Silas and Fynn Loverich about concerns with the speed limit on Lake Mary Road. She expressed a desire to have further discussion about potentially adjusting the speed limit.

Councilmember Spence shared that he was able to see the albino deer that was part of the herd that live up on McMillan Mesa.

Councilmember Matthews offered a reminder about the Housing Solutions breakfast fundraiser hosted by Coconino Community College. She shared that she would be attending the Airport Commission meeting and the NAU Indigenous convocation. She also encouraged everyone to ride their bike to work. Lastly, she requested a FAIR item to have a discussion regarding incentives for middle market work force housing similar to what was available for affordable housing developers.

Councilmember Garcia shared that he attended the Flagstaff Family Food Center 2025 food equity update.

Councilmember Aslan requested a FAIR item to have a discussion about requiring public speakers to announce their home address when giving public comment.

Mayor Daggett shared that she participated in the Flagstaff Festival of Science scavenger hunt. It was a fun event, and she encouraged others to participate next year.

15. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held May 6, 2025, adjourned at 7:26 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on May 6, 2025. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 26th day of August, 2025

_____
CITY CLERK

JOINT CITY/COUNTY REGIONAL PLAN RETREAT
FRIDAY, MAY 2, 2025
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN AVE
3:00 P.M.

MINUTES

1. Call to Order

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

Pursuant to A.R.S. §38-431.02, notice is hereby given that, at this retreat, the City Council, County Board of Supervisors, or either Planning and Zoning Commissions may vote to go into executive session, which will not be open to the public, for discussion and consultation with their respective attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

Mayor Daggett called the Joint Regional Plan Retreat of the Flagstaff City Council, Coconino County Board of Supervisors, and City and County Planning and Zoning Commissions held May 2, 2025, to order at 9:07 a.m.

2. Roll Call

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

BOARD OF SUPERVISORS:
CHAIRWOMAN BEGAY
VICE-CHAIRWOMAN HORSTMAN
SUPERVISOR FOWLER
SUPERVISOR ONTIVEROS
SUPERVISOR VASQUEZ

FLAGSTAFF CITY COUNCIL:
MAYOR DAGGETT
VICE MAYOR SWEET
COUNCILMEMBER ASLAN
COUNCILMEMBER GARCIA
COUNCILMEMBER HOUSE (virtual)
COUNCILMEMBER MATTHEWS
COUNCILMEMBER SPENCE

COUNTY PLANNING AND ZONING COMMISSION:
CHAIR TYANNA BURTON
VICE CHAIR ROB WILSON
COMMISSIONER DAVID HAYWARD
COMMISSIONER LARRY LESLIE
COMMISSIONER MARY C. WILLIAMS
COMMISSIONER ROSE TOEHE
COMMISSIONER SAT BEST
COMMISSIONER SHELIA WALSH
COMMISSIONER TINA BURGER

CITY OF FLAGSTAFF PLANNING AND ZONING COMMISSION:
CHAIR CAROLE MANDINO
VICE CHAIR MARY NORTON
COMMISSIONER CHRISTINE SHEEHY
COMMISSIONER CJ LUCKE
COMMISSIONER IAN SHARP - **ABSENT**
COMMISSIONER JOSHUA MAHER (arrived at 10:02 a.m.)
COMMISSIONER MEGAN WELLER - **ABSENT**

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. Flagstaff Regional Land Use Plan 2045 Retreat

Comprehensive and Neighborhood Planning Manager Sara Dechter, Assistant Director and Planning Manager Jess McNeelly, Coconino County Planning and Zoning Manager Melissa Shaw, and Cascadia Partners Consultants Sachi Arakawa, Alex Steinberger, Allie Platt, facilitated the retreat. The provided a PowerPoint presentation covered the following:

FLAGSTAFF REGIONAL LAND USE PLAN 2045 UPDATE
RETREAT AGENDA
OBJECTIVES AND OPENING
WHAT DO WE WANT TO ACCOMPLISH TODAY?
CITY AND COUNTY VISION STATEMENTS
GROUP INTRODUCTIONS AND DISCUSSION
PROCESS OVERVIEW
REGIONAL PLAN PROCESS OVERVIEW
THE PLANNING PYRAMID
60-DAY PUBLIC REVIEW COMMENTS

Discussion covered the following points:

- Concern was raised about usability of the regional plan document.
- The current iteration of the regional plan is now titled the Flagstaff Regional Land Use Plan, reflecting a more focused scope on land use.
- The plan should maintain a broader view, encompassing topics like energy, climate action, and socio-economic systems.
- Tensions between philosophical aspirations versus practical metrics, with a desire to focus more on what could be measured and implemented.
- The comprehensive nature of the previous plan diluted focus and hindered land use progress.
- An annual report with 97 metrics was produced, but it did not lead to land use improvements and many policies in the broad plan actually conflicted with practical land use goals.
- The revised focus stems from a lessons-learned approach: narrow the plan to actionable land use elements to improve effectiveness.
- Feedback from 23 boards and commissions confirmed the need for a more focused and implementable plan.
- The land use map wa central, it must align with and support the goals and policies, or the plan will not succeed.
- Avoid disconnect between the map and the plan's aspirational promises.
- The map was developed using scenario planning, public input, and performance modeling to ensure it reflected realistic and effective growth strategies.

A break was held from 10:22 a.m. through 10:33 a.m.

WORK SESSION PT. 1: PLAN REORGANIZATION + GOALS & PRIORITIES
REGIONAL PLAN CHAPTERS

STATE REQUIREMENTS
COUNTY PROCESS OVERVIEW

Discussion covered the following points:

- The current plan was nine years old and no longer reflected community priorities.
- There was a process to amend the plan if a proposed project did not align with existing land use guidelines or policies.
- Amendments to the Flagstaff Regional Plan must go through a managed process since it was part of the county's comprehensive plan.
- Concerns were raised about eliminating goals and policies that some still value.
- A simplified "Goals and Policies Desk Guide" existed, summarizing key content without extra narrative, to help navigate the larger document.
- The guide was often used by staff as a quick reference, not as a substitute for the full plan.
- A proposal was made to improve the desk guide by making it more accessible, linking it to full explanations with page numbers.
- There was a call to preserve valuable existing goals and policies during updates to the document.
- It was important to acknowledge policy conflicts, policy documents were meant to reflect values and complex trade-offs, unlike strict codes.
- The planning commission's role in interpreting conflicting policies was central to the process.

CITY PROCESS OVERVIEW
PROCESS AS DEFINED BY THE PLAN
ELIMINATION OF IMPLEMENTATION GUIDELINE CATEGORY
FEEDBACK ON ELIMINATING IMPLEMENTATION GUIDELINE CATEGORY
PRIORITY SURVEY 2024: TOP PRIORITIES
PRIORITY SURVEY 2024: HOUSING
PRIORITY SURVEY 2024: TRANSPORTATION
2025 SPRING SURVEY
THE UNIVERSE OF PRIORITIES
CORE PRIORITY: HOUSING ATTAINABILITY AND EQUITY

Discussion covered the following points:

- Housing was currently ranked as the top community priority, followed by a healthy economy.
- Climate action was still considered a crisis-level issue, but its prioritization may have been influenced by survey timing.
- A recent survey was released during a period of economic news such as tariff announcements, which may have skewed responses toward economic concerns.
- Despite potential timing bias, the results were consistent with previous survey rounds and public input.
- The "healthy economy" priority was added after the 60-day public review period in response to strong public feedback.
- Initially, economic concerns were seen as embedded within other priorities like housing and workforce development.
- Staff believed that housing attainability was already addressing key economic issues based on prior city economic surveys.
- Public comments during the 60-day review indicated that economic issues were not fully represented, prompting staff to include "healthy economy" as a separate priority.
- In earlier surveys, economy-related topics did not rank in the top 10 but were still present among a broader set of growth ideas.
- The process of identifying top priorities involved balancing volume of feedback, clarity, and the interrelated nature of issues.

PUBLIC PARTICIPATION

The following individuals offered comments on the Regional Plan:

- Jill Stephensen
- Calvin Adamson

- Tyler Denham

The following comments were received:

- The most important issue is our climate.
- If we do not take action now the future generations will suffer drastically.
- Please consider the climate emergency with every decision and every aspect of the plan.
- Housing affordability is the most important thing, we cannot have a sense of place if we cannot afford to live here.
- There are no opportunities for students to stay in the community.
- More jobs are needed that are attainable for students or early graduates.
- There is a disconnect between the ability to live here and the feasibility of doing so.
- The most important issues are not being prioritized in the plan.
- Appreciate the link of walkable communities to assisting with climate.
- We want higher densities but that does not always mean huge apartment complexes, it is also increasing small parcels from one unit to three or four.
- There are close to 90 cities in the U.S. with open option parking and the results have been positive.
- Parking mandates are arbitrary and counterproductive, and an open parking option can advance housing and sustainability goals.
- The Regional Plan should support an open parking option.

ENHANCED STREET DESIGN

Discussion covered the following points:

- The goal was to enhance street and gateway design to accommodate all users safely, with features like art, landscaping, and multimodal facilities.
- Regarding Enhanced Street Design, many participants indicated hesitation or need for clarification.
- Some questioned the necessity and cost of including art and landscaping in street design, emphasizing safety and walkability instead.
- There was a call for clearer definition of what the goal entails and how it was implemented.
- Concerns were raised about maintenance challenges with landscaping in medians and the limited capacity of public works.
- Emphasis was placed on balancing multimodal infrastructure with continued vehicle access, especially in a tourism-heavy community.
- Research was cited showing that attractive, comfortable streetscapes encouraged walking and biking.
- Dedicated funds from the BBB tax paid for art and beautification, which was separate from general infrastructure budgets.
- Improving accessibility, including curb cuts and sidewalk maintenance to serve people with disabilities was important.
- Safety concerns were highlighted in school areas, especially during winter and roadwork.
- Art and beautification was vital to Flagstaff's identity, culture, and quality of life, but core functionality must come first.

PARKING

Discussion covered the following points:

- Parking was a city-only goal focused on managing supply and cost to support safety, walkability, enforcement, and infrastructure efficiency.
- Parking was categorized under housing because parking construction was a major cost driver; each structured space could cost $50,000+ and limited housing development.
- The goal included both city-managed public parking (ParkFlag) and parking requirements in the zoning code.
- Reducing parking minimums was a trend in some cities, but Flagstaff may not yet be suited for such an approach due to its development pattern.
- Parking impacts housing affordability, as space used for parking could otherwise support additional housing units.
- It was suggested to separate parking topics into those tied to housing and those related to broader

transportation infrastructure.
- Future-oriented ideas were raised, including autonomous vehicles, shared ride services, and light rail or vehicle ferry systems to reduce personal car ownership and emissions.
- Walkability, multimodal transportation, and long-term adaptability to new transportation technologies were emphasized as part of parking planning.
- Funding clarity matters, as city beautification/art was funded separately from parking and infrastructure needs.
- Parking was complex, and the goal may need to be more clearly defined and possibly divided into subcategories for better public understanding.

AIRPORT

Discussion covered the following points:

- The goal was to support regional economic vitality by improving the location and design of infrastructure for freight and rail in key employment areas and maintaining interstate and rail access.
- There were mixed opinions or requests for clarification regarding the airport infrastructure goal.
- One concern was that expanding direct flights could increase second-home ownership, which may worsen housing affordability.
- Another viewpoint highlighted that improved air travel could reduce car traffic, potentially benefiting climate and congestion.
- The group emphasized the need for thoughtful strategy around airport development, balancing access, tourism impacts, community capacity, and environmental concerns.
- More discussion and planning were encouraged before pursuing airport expansions.

A break was held from 12:10 p.m. through 12:41 p.m.

WORK SESSION PT. 2: FUTURE GROWTH ILLUSTRATION AND HOW IT IS GOING TO BE USED AND DESCRIBED
WHAT IS THE FUTURE GROWTH ILLUSTRATION?
HOW DOES IT DIFFER FROM THE 2030 REGIONAL PLAN?
HOW WAS IT CREATED?
FROM GROWTH CONCEPT TO GROWTH ILLUSTRATION
SCENARIO PLANNING INFORMED THE GROWTH CONCEPT
SCENARIO CHOOSING SURVEY
PREFERRED SCENARIO IS THE PRODUCT OF SEVERAL ROUNDS OF ENGAGEMENT
PREFERRED SCENARIO ALSO INCORPORATES RECENTLY ADOPTED PLANS AND STUDIES
SCENARIO E: PREFERRED SCENARIO
COMPARE SCENARIO PERFORMANCE
LIVABILITY & AFFORDABILITY
TRANSPORTATION + INFRASTRUCTURE
CLIMATE CHANGE RESILIENCE
WHY IS THE PREFERRED SCENARIO GOOD FOR THE REGION?
WHICH BRINGS US BACK TO...STAFF AND LEGAL REVIEW
LAND USE CATEGORIES -- BUILDING BLOCKS
URBAN CENTER MIXED USE EMPHASIS, 50+ DUAC
SUBURBAN CENTER MIXED USE EMPHASIS, 29+ DUAC
RURAL CENTER

A question was raised about whether all commercial properties in Flagstaff were zoned to allow 60-foot-tall buildings at the sidewalk, and the initial response confirmed that many were, including high-density residential zones. Examples such as the HUB and a new building at Beaver and Butler showed that developments could be built to 60 feet without requiring rezoning. However, not all commercial zones allowed that height; Suburban Community Commercial, had a 35-foot limit, and Neighborhood Community Commercial zones allowed 45 feet. Due to Proposition 207, the city could not easily scale back zoning without compensating property owners.

In terms of land use planning, the boundaries for activity centers were drawn using existing zoning patterns and the preferred growth model, with an emphasis on aligning with zoning transitions and

parcel combinations. It was noted that planning was not just about height and density but also about creating cohesive development patterns and mixed uses. A concern was voiced about placing urban centers directly at busy intersections or on major arterial roads. It was argued that the most successful and walkable areas, such as downtown Flagstaff or neighborhoods in San Francisco, were typically located near but not directly on heavily trafficked roads. The placement of dense, mixed-use developments on such roads may hinder walkability and livability.

URBAN AND SUBURBAN CORRIDORS
EMPLOYMENT DISTRICT
UNIVERSITY AND RESEARCH DISTRICT

Discussion covered the following points:

- Many older hotels and functionally obsolete properties along Route 66 may be candidates for redevelopment.
- The parcels were often too small to support both commercial frontage and residential in the back, leading to more strip commercial development.
- There was a desire for flexibility to allow higher-density residential on those sites, especially when infrastructure like roads already existed.
- Properties with access to a collector or arterial road could request a minor plan amendment to shift from a neighborhood to a corridor designation, enabling higher density.
- Proactively changing designations for parcels without proper access was discouraged, as it could lead to unsuitable development proposals.
- Another comment focused on employment areas along the BNSF railroad, noting the potential for a third rail from Winslow to Williams.
- A third rail would create opportunities for more rail sidings, supporting increased industrial uses.
- The current plan should accommodate long-term rail infrastructure improvements by reserving industrial land along the corridor.
- Employment districts in the revised plan were slightly more flexible than in the past, potentially allowing creative workforce housing solutions.
- Housing in employment areas must align with the goal of preserving essential industrial and employment space.
- Final decisions on such uses will rest with the City Council and Board of Supervisors during development proposals.

PARKS AND OPEN SPACE
FEDERAL LANDS AND WORKING LANDSCAPES

A question was raised about several state land parcels located within the urban growth boundary that were marked in yellow on the map. It was clarified that those parcels were not designated as working landscapes because, unlike federal lands, state trust lands were intended for development. State lands within the growth boundary were expected to eventually become neighborhoods or other urban or suburban uses. State land had a fiduciary obligation to generate revenue for beneficiaries like public schools, so it was not managed for conservation purposes. However, state lands outside the urban growth boundary were categorized as working landscapes, as they were more likely to be used for activities like grazing, forest product leasing, or possibly future renewable energy projects, rather than development.

NEIGHBORHOODS AND NEIGHBORHOOD COMMERCIAL
URBAN NEIGHBORHOOD MISSING MIDDLE HOUSING EMPHASIS, 20+ DUAC
SUBURBAN NEIGHBORHOOD DIVERSE HOUSING ENCOURAGING DENSER NEIGHBORHOODS 2-14 DAC OUTSIDE THE UGB/5-40 DUAC IN THE UGB
RURAL NEIGHBORHOOD
LOW DENSITY RESIDENTIAL EMPHASIS, 0-4 DUAC

Discussion covered the following points:

- Concern was raised about fitting higher-density housing, like duplexes or triplexes, into neighborhoods in a way that aligned with existing architecture and keeps neighbors comfortable.
- Staff noted that there were limits on what local control could require.

- Architectural design standards in Flagstaff currently applied only to duplexes and larger buildings; single-family homes are exempt.
- Recent state laws required cities to allow middle housing types (duplexes, triplexes, fourplexes) where single-family homes were allowed, limiting local design review authority.
- The city was considering updating design standards specifically for middle housing and possibly reintroducing floor area ratio regulations to manage intensity more effectively.
- Building height limits vary across single-family zones, so even within neighborhoods, structures could differ significantly in scale.
- The regional plan did not control architectural design and focused instead on providing guidance for zoning code revisions.
- New, denser housing types could drive up rent in existing neighborhoods like Sunnyside, highlighting a disconnect between density and affordability in practice.
- While increasing supply would not solve affordability alone, it was part of a broader strategy, and that affordability should be integrated visibly and invisibly into housing types.
- Tiny homes could be part of suburban neighborhoods, added as accessory dwelling units, or developed in manufactured housing areas, depending on how they met code and safety requirements.
- There was a request to organize map keys around land use building blocks (e.g., center, district, landscape, neighborhood) for better clarity.
- Suburban densities within the urban growth boundary ranged from five to forty dwelling units per acre, but actual lot configurations varied widely depending on design.
- Developers often averaged density over large parcels, which may include open space or infrastructure needs, rather than applying a fixed number per acre.
- A suggestion was made to base density on buildable acreage only, to preserve topography and open space, but staff said such a change should be handled through zoning code revisions, not the regional plan, to avoid confusion.
- Density standards for open space preservation should occur at the zoning level.
- Developers typically achieved an average of around six units per acre for single-family areas, varying from four to eight depending on the site.

PUBLIC PARTICIPATION

The following individuals provided public comments:

- Chris Harrison
- Marilyn Weissman, Friends of Flagstaff's Future
- Nick Wood, on behalf of Little America
- Jim Hill, Vice President of Development with Grand America Hotels and Resorts
- Colleen Maring, Chief People Officer and General Counsel for Northern Arizona Healthcare
- Darris Palmer

The following comments were received:

- The current suburban neighborhood density minimum of five dwelling units per acre is a step in the right direction.
- Consider allowing a minimum of four dwelling units per acre for large-scale developments to account for site constraints like topography, trees, and natural features.
- The regional plan should allow more flexibility to help both the city and developers create a range of housing types and respond creatively to market and site conditions.
- Out of a 450-acre property, only about 260 acres were developable due to environmental constraints.
- Many have the legal right to build rural residential but prefer to build a more diverse and impactful project.
- There were challenges building in Flagstaff, but it was important to use greenfield sites to build diverse, urban communities within the urban growth boundary.
- Concerned that without a minimum density requirement, new development might replicate exclusive, car-dependent communities, lacking transit-friendly design and housing diversity.
- Truly urban communities should be built within the urban growth boundary, while suburban-style development should remain outside it in places like Kachina, Mountaineer, Belmont, and Doney Park.

- Concerned about gentrification, especially in lower-income areas where redevelopment could displace affordable small businesses.
- The regional plan should include tools or guidance to mitigate foreseeable impacts so that Flagstaff remained accessible to both new and existing residents.
- Cautioned against the city subsidizing infrastructure for gated communities and urged that any public infrastructure investments should be tied to development that included affordable or attainable housing.
- Concerned about the proposed suburban center designation along Butler, it did not suit Little America's needs as a hotel and resort.
- It was critically important for there to be flexibility in planning for the complex site with natural features like cliffs and rivers.
- The area should be designated as suburban corridor rather than suburban center to allow more adaptable development options.
- The current plan's minimum density requirement of seven dwelling units per acre would force over 3,500 units on the property just to meet employee housing needs, which was unrealistic.
- Support for no minimum density or at most a minimum of two units per acre, aligning with suburban neighborhood medium density.
- Oppose having trails mapped on their property, especially given recent fire risks.
- Oppose plans showing a transportation extension reaching all the way to Butler on the site.
- Concerned about the proposed minimum density of five dwelling units per acre.
- The jump from two to five units per acre was too drastic.
- A public preference for higher density should not override property owner rights.
- The density change could lead to conflict.
- Businesses struggle to recruit and retain people in Flagstaff because of housing.
- It was necessary to combine goals and policies with flexibility to get housing built now.
- The solution was not to build super intense apartments so the more flexibility there could be the better.
- By right development with large parcels have a lot of infrastructure that goes into them and if developments are held to an unachievable minimum, it will force them to develop by right.
- If developers are forced to build expensive bridges and other unreasonable infrastructure they will revert to by-right which is more affordable but provides a smaller number of units that would likely be second homes.
- There needed to be a middle ground that encouraged density without being unreasonable.

City Attorney Sterling Solomon responded to the public comments specific to Little America and stated that what was proposed would not be compliant with the code and would present several issues not just from a regional plan perspective but from a code perspective.

Concern was expressed about unintended consequences stemming from the city's decision to apply state-mandated density requirements across the entire city rather than just within a defined area near downtown. It could result in widespread high-density, multi-unit housing developments, making Flagstaff resemble a dense urban center like downtown Los Angeles, which was not in line with the community's vision. There was need for flexibility to support a full spectrum of housing types, including single-family homes on larger lots, to accommodate residents at all income levels. There was a housing compression issue, where middle-income earners were unable to move into higher-cost homes due to limited availability, pushing them into middle housing that should be reserved for others in need. It was important to not force developers into high-density projects and instead allow for thoughtful variety.

Staff explained that the regional plan sets a desired future density, which may differ from current zoning capacities. A table of compatible zoning categories was being used to allow for flexibility, helping guide zoning changes that aligned with long-term goals. The implementation details, especially those involving legal and zoning code alignment, would be explored more thoroughly in future discussions.

MAPPING EXERCISE
LET'S EXPLORE THE MAP!

Councilmember Garcia left the meeting at 3:15 p.m.

Discussion covered the following points:

- Large Parcel Planning and Zoning Interpretation
  - Large parcels (e.g., state land parcels) appeared uniform in color on maps (e.g., yellow for "Suburban Neighborhood") but were intended to be broken down into mixed uses during the master planning process.
  - Expected future developments would include a variety of uses (e.g., residential, commercial, parks) and not be uniformly one-use type.
  - Subdivision plats allowed flexibility with corridors, zoning, and development patterns (e.g., clustering housing on mesa tops).
- State Land and City Development
  - State land indicated future auction and development potential.
  - City must follow strict criteria to acquire state land through competitive auctions and currently had no allocated funds to do so.
  - There was public interest in the city becoming more active in land acquisition, but it was complex and costly.
- Little America Parcel
  - Members of the public and Councilmembers acknowledged Little America's long-term ownership and community support.
  - There was interest in giving the landowners flexibility and special consideration while maintaining density expectations.
  - Ongoing dialogue between City and property owners was encouraged.
- Zoning Flexibility and Density
  - Property owners could request minor amendments to shift from "Suburban Neighborhood" to more urban categories or mixed uses.
  - Current zoning code does not always align with future density goals; updates were needed to provide intermediate zoning options.
  - Developers may build in phases, using by-right development first, then requesting rezonings.
- Jurisdictional Awareness
  - County Supervisors emphasized differing planning processes, priorities, and lack of background in the city's land use mapping approach.
  - Support expressed for continued collaboration and mutual understanding.
- Sunnyside and East Side Community Concerns
  - High concern over traffic impacts from ongoing and future development near schools and residential areas.
  - Community wanted cohesive, safe planning with traffic mitigation.
  - Emphasis on comprehensive planning rather than piecemeal development.
  - Flagstaff's underserved, diverse neighborhoods were already zoned for high density and needed equitable consideration.
- Gentrification and Equity
  - Strong calls to ensure that development decisions were equitable and did not perpetuate historic disinvestment.
  - Urban neighborhoods, often home to historically underserved populations, bore disproportionate development pressure.
  - Concerns voiced about who benefited from and was burdened by growth.
- Northern Arizona Healthcare Campus Redevelopment
  - Concern over proposed 50+ dwelling units/acre density being too high for the area once the hospital relocated.
  - Clarified that purple designation (urban center) suggested high density but offered flexibility in zoning options.
  - Importance of balancing climate and affordability goals with neighborhood compatibility noted.
- Encouragement to maintain a high-level view and not get lost in technical zoning minutiae.
- Community input from the housing plan showed they were not yet meeting goals, suggesting a need to think "outside the box."
- One suggestion: City could consider land acquisition or direct involvement in housing development if market approaches fell short.

WORK SESSION PT. 3: TRAIL MAPS
60-DAY PUBLIC REVIEW MAP
ALTERNATIVE ARROW MAP
PUBLIC PARTICIPATION

The following individuals provided public comments:

- Nick Wood
- Zak Skelton

The following comments were received:

- We appreciate progress on trail planning but there are still serious concerns.
- Trespassing has become a major issue due to increased public access to maps via social media and digital platforms.
- Flagstaff is known for its trails, but visible lines on maps create public assumptions about access, leading to trespassing, fire risk, homeless encampments, and property damage.
- The presence of lines on planning maps, especially without context, causes confusion and liability for landowners.
- Little America intends to incorporate a trail plan as part of future development of the 536 acres.
- The Arizona Trail will continue to run through Little America, though it may be relocated slightly during development.
- Supportive of exploring the use of arrows instead of solid lines on maps to represent potential trail corridors but flexibility is key because adding arrows over existing lines does not resolve the issue.
- FUTs should incorporate more opportunity for daily commuting.
- The best way to increase multimodal transport is to increase perceived safety while walking or on a bike and the best way to do that is to connect your economic centers with separated paths.

During the discussion, a consensus emerged on the importance of trails in Flagstaff's identity and future development. Trails already existed on popular mapping platforms like All Trails and Gaia, and simply removing trail lines from the city's regional plan in favor of arrows would not reduce their visibility or use. Instead, it could undermine open space planning efforts and lead to ambiguity about future trail locations. Some disagreed and suggested that having clear, mapped trails, even if conceptual, helped integrate recreation planning into development and ensured the public understood the long-term vision for trail connectivity.

There was also concern that lines on maps could encourage trespassing on private property. Large parcels often faced issues such as illegal camping, littering, and fire hazards, which was exacerbated when the public mistakenly believed access was permitted. The cost and responsibility of fencing or monitoring private land to prevent misuse was unfairly placed on the property owner.

Staff indicated they did not support the arrow option but had introduced it as a possible compromise to address community concerns. They clarified that trail lines on the map were only conceptual and that the city did not contribute data to third-party platforms like All Trails, which often included unauthorized trails.

Several alternative mapping solutions were proposed. One favored idea was to retain the trail lines but differentiate between public and private segments using different colors. This would allow continued support for long-term trail planning while making clear which trails were not legally accessible. Bright colors and explicit labels like "Private Property -- No Access" were suggested to help avoid confusion and reduce potential trespassing.

It was agreed that there were competing priorities of supporting community access to open space and protecting private property rights. There was strong interest in finding a balanced solution, possibly a hybrid approach that preserved the clarity and utility of trail maps while respecting property owner concerns.

Supervisor Begay left the meeting at 4:06 p.m.

WORK SESSION PT. 4: CREATING A SENSE OF PLACE
COMMENTS ON COMMUNITY CHARACTER/IDENTITY
2025 SPRING SURVEY
SENSE OF PLACE BEST PRACTICES
PUBLIC PARTICIPATION

The following individuals provided public comments:

- Calvin Adamson
- Russ Randall, on behalf of Barrier Free Flagstaff

The following comments were received:

- Recently moved to Flagstaff and quickly developed an appreciation for the city's sense of place, natural beauty, and historical character.
- It is important to preserve Flagstaff's unique identity, including its historic and scenic elements.
- Maintaining a true sense of place goes beyond aesthetics, and should focus more on affordability, accessibility, and public infrastructure.
- Concerned about walkability and bike safety, including unsafe streets, fast traffic, and dangerous rail crossings.
- Design alone would not protect community identity, solutions must include housing attainability and improved public services.
- Prioritizing visual views over practical needs risks losing residents due to high cost of living and economic hardship.
- Density and housing solutions were key to maintaining community health and inclusivity, even if it challenges traditional concepts of Flagstaff's character.
- Ensuring a sense of place must include accessibility for all, including individuals with mobility challenges.
- Approximately 20% of the community identifies as having a disability.
- Architectural design and planning should intentionally incorporate inclusive elements to promote belonging and usability for people with disabilities.
- Emphasis on designing a sense of place that is welcoming and functional for everyone, not just those without physical limitations.

Discussion covered the following points:

- Sense of Place and Affordability
  - A sense of place was not just visual; it included affordable housing, safety, and access to public services.
  - Prioritizing walkability, bike safety, and housing attainability was critical for preserving community identity.
  - Visual design mattered, but lived experience (e.g., rent, mobility, access) defined the daily sense of place for many residents.
- Accessibility and Inclusion
  - 20% of the community had a disability; planning must ensure a sense of place that included accessibility.
  - Pedestrian-oriented design supported everyone, not just those with specific needs.
  - The plan should reflect inclusive architecture and accessible infrastructure.
- Landscape and Visual Identity
  - Flagstaff's identity was visually linked to peaks and pines, which should be preserved as defining elements.
  - Native, evergreen landscaping was viewed as a low-cost, high-impact way to reinforce local character.
  - Developments that ignored native flora felt visually disconnected from Flagstaff's environment.
- Terminology -- "Sense of Place" vs. "Community Character"
  - Some felt "community character" or "identity" was more relatable and encompassing than "sense of place".
  - Others appreciated "sense of place" for being more inclusive and less historically exclusive, especially for underrepresented communities.
- Cultural and Historical Acknowledgment
  - Sense of place must include Indigenous perspectives, acknowledging Flagstaff as Native homeland.
  - Signage, education, and design elements should visibly reflect Indigenous culture and significance of natural features like the peaks.
  - More Native art, representation, and explanatory materials were needed in public spaces to

reflect true cultural identity.
- Design Elements
  - Visually appealing design mattered but should not override functional and inclusive needs.
  - Emphasis on native landscaping, natural integration, and historical continuity in new developments was preferred.
  - There was concern that urban development and zoning for taller buildings may threaten views and character unless managed carefully.
- Concerns About Over-Curation
  - Some worried about a "curated" identity being defined by government planners rather than organically by the community.
  - It was vital that community members, not just officials, shaped and defined Flagstaff's evolving identity.

RECAP
WHAT WE HEARD
POTENTIAL CHANGES

Members of the City Council, County Board of Supervisors, and the Planning and Zoning commissions offered appreciation for the collaboration and willingness to participate in the process.

Ms. Arakawa provided closing comments and concluded the retreat.

5. Adjournment

The meeting of the Flagstaff City Council held May 2, 2025, adjourned at 5:02 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL BUDGET RETREAT - DAY 2
FRIDAY, APRIL 25, 2025
CORE SERVICES FACILITY
3200 WEST ROUTE 66
8:30 A.M.

MINUTES

1. Call to Order

Mayor Daggett called the Budget Retreat of the Flagstaff City Council held April 25, 2025, to order at 8:35 a.m.

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 work session, 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.

PRESENT:	ABSENT:
MAYOR DAGGETT	
VICE MAYOR SWEET	
COUNCILMEMBER ASLAN	
COUNCILMEMBER GARCIA	
COUNCILMEMBER HOUSE (virtual)	
COUNCILMEMBER MATTHEWS	
COUNCILMEMBER SPENCE	

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

3. Pledge of Allegiance, Mission Statement, and Land Acknowledgement

The Council and audience recited the pledge of allegiance, Councilmember Matthews read the Mission Statement of the City of Flagstaff, and Councilmember Spence read the 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. City Council FY 2025-2026 Budget Retreat

Mr. Clifton, along with Senior Deputy City Manager Shannon Anderson, and Deputy City Manager Joanne Keene offered opening comments and provided a PowerPoint presentation that covered the following:

DAY 2 OPENING AND OVERVIEW
FINANCIAL PLANNING FOR FUTURE CONSIDERATION
COUNCIL BUDGET CONSIDERATIONS
GENERAL FUND
SPECIAL REVENUE FUNDS
ENTERPRISE FUNDS

Council discussed the city's 25% reserve fund policy, which was adopted about ten years ago. Given the escalating costs of construction, there was a suggestion to consider reducing that reserve requirement, potentially to 20%, to free up one-time funds that could be used to keep capital improvement projects on track and avoid costly delays. While not proposing immediate action, the idea was to stay proactive and flexible, especially in light of recent rate increases and infrastructure needs that had been delayed for years due to resource constraints.

Staff acknowledged that revisiting the policy was possible and that such a change would be a one-time financial adjustment, not a recurring funding stream. They also noted that contingency funds were already set aside in specific accounts, like the Water Services fund, to help offset cost spikes. A potential option mentioned was to temporarily dip into reserves and rebuild over time, which was sometimes done during economic downturns.

There was also conversation around the use of reserve funds for personnel, with one viewpoint emphasizing that reserves should prioritize maintaining staffing during unforeseen hardships, rather than covering construction costs. The city's current reserve policy was seen as fiscally responsible, it supported strong audit outcomes and positive feedback from bond rating agencies. Maintaining a healthy fund balance contributed significantly to the city's financial stability and creditworthiness. Council expressed a desire to continue the conversation in the future.

Ms. Anderson continued the presentation.

RESOURCE TOOLBOX
DEVELOPMENT IMPACT FEES
WHAT CAN'T IMPACT FEES PAY FOR?
TRANSACTION PRIVILEGE TAX
SECONDARY PROPERTY TAX AND GENERAL OBLIGATION (GO) BONDS
SECONDARY PROPERTY TAX RATE CAPACITY
PRIMARY PROPERTY TAX
GENERAL FUND 10-YEAR HISTORY
GENERAL FUND EXPENDITURES
POTENTIAL FUTURE CONSIDERATIONS

Economic Vitality Director Heidi Hansen and Community Investment Director Dave McIntire continued the presentation.

DOWNTOWN ENHANCEMENTS
OTHER CONSIDERATIONS
REQUEST
POSSIBLE SOLUTION
POTENTIAL FUND ALLOCATIONS
PARKFLAG INCREASE TIMELINE
PARKING FEE CONSIDERATIONS
REVENUE GENERATED FROM PARKING INCREASES
BED, BOARD, AND BEVERAGE (BBB) FUNDING

Council broadly expressed support for a proposed downtown parking rate increase, recognizing it as a necessary step to fund maintenance and improvements that would enhance the downtown experience for both residents and visitors. Several acknowledged initial hesitations about paid parking but now supported increasing rates, even up to $2 per hour, citing the importance of funding upgrades like pavers, signage, benches, and lighting, and addressing deferred maintenance. They noted that downtown was a major economic and cultural hub and events like the Dark Skies Festival and pinecone drop highlighted its vibrancy. Improving downtown's infrastructure and aesthetics would support businesses already burdened by high costs and taxes and ensure visitors continued to view Flagstaff as a destination worth returning to.

There was a strong emphasis on messaging and outreach, and clearly communicating why the increase was happening and showing tangible improvements first would help the public understand and support the change. It was agreed that any changes must be backed by local businesses to succeed. The city planned to maintain free morning hours for locals and emphasized that options like bus service remained available for those who preferred not to pay for parking.

Hunter Herbert and John VanLandingham, on behalf of the Downtown Business Alliance (DBA), addressed Council and expressed appreciation for the support of downtown improvements and emphasized how critical that support was to the future success of the area. The current slowdown in tourism presented a unique opportunity to address deferred maintenance and invest in enhancements, such as streetscape upgrades, so that when visitor numbers rose again, downtown was well-prepared, attractive, and functional. Visible improvements now could build goodwill with locals and repeat visitors alike. Discussions about parking dominated much of the DBA's time, but the focus was shifting from complaints about lack of parking to proactively improving and better utilizing existing resources. They shared that the DBA board was approximately 80% supportive of a rate increase, especially since private lots already charged significantly more than city meters. People did not pay for parking itself; they paid for convenience. With many low-cost or free options still available, increasing parking rates for prime spots made economic sense. They appreciated the city's efforts and thoughtful approach to reinvestment and collaboration and urged approval of the proposal to continue improving downtown for the benefit of residents, businesses, and visitors alike.

A break was held from 10:25 a.m. through 10:40 a.m.

Fire Chief Mark Gaillard continued the presentation.

PUBLIC SAFETY
ALTERNATIVE FUNDING FOR PUBLIC SAFETY CITY OVERVIEW
FUNDING
WASTEWATER TREATMENT PLANT
HISTORY
WHY?
TREATMENT OPTIONS
MEMBRANE BIOLOGICAL REACTOR (MBR)
FUNDING

A break was held from 11:30 a.m. through 12:00 p.m.

FUTURE CONSIDERATIONS DISCUSSION

Council listed the following as items for future discussion:

- Sale of the Orpheum Theatre
- Creation of an Arts and Cultural District
- Development of the Indigenous Community Cultural Center
- Finding additional ways to support the Flagstaff arts and science economy
- Managing bulky trash and its impact on accessibility

PUBLIC PARTICIPATION

None

Mr. Clifton offered closing remarks and concluded the presentation.

5. Adjournment

Day two of the Budget Retreat of the Flagstaff City Council held April 25, 2025, adjourned at 12:15 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL BUDGET RETREAT - DAY 1
THURSDAY, APRIL 24, 2025
CORE SERVICES FACILITY
3200 WEST ROUTE 66
8:30 A.M.

MINUTES

1. Call to Order

Vice Mayor Sweet called the Budget Retreat of the Flagstaff City Council held April 24, 2025, to order at 8:30 a.m.

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 work session, 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.

PRESENT:	ABSENT:
MAYOR DAGGETT	
VICE MAYOR SWEET	
COUNCILMEMBER ASLAN	
COUNCILMEMBER GARCIA (virtual)	
COUNCILMEMBER HOUSE	
COUNCILMEMBER MATTHEWS	
COUNCILMEMBER SPENCE	

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

3. Pledge of Allegiance, Mission Statement, and Land Acknowledgement

The Council and audience recited the pledge of allegiance, Councilmember Matthews read the Mission Statement of the City of Flagstaff, and Councilmember Aslan read the 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. City Council FY 2025-2026 Budget Retreat

Mr. Clifton, Senior Deputy City Manager Shannon Anderson, and Deputy City Manager Joanne Keene offered opening comments and along with the Budget Team, provided a PowerPoint presentation that covered the following:

WELCOME AND OVERVIEW
RETREAT PROTOCOL
OVERVIEW
AGENDA -- DAY 1
AGENDA -- DAY 2
BUDGET TIMELINE
BUDGET APPROACH
COLOR OF MONEY

Management Services Director Rick Tadder continued the presentation.

REVENUE UPDATES
REVENUE UPDATE -- GENERAL FUND

Councilmember Matthews stated that building permits were down last year and were still low this year, she asked if that was a concern. Mr. Tadder stated that they reset each year and project from the current status; for budgeting purposes they were in a good spot.

Human Resources Manager Sarah Sorne continued the presentation.

INVESTING IN EMPLOYEES
FEBRUARY RETREAT REFRESHER

Councilmember Spence asked if there was an uptick in federal employees applying to the city. Ms. Sorne responded yes, particularly those who had lost their position or were planning ahead.

Mr. Clifton asked if the spike in 2021 was an aftermath of Covid. Ms. Sorne stated that it was a factor, but budgeted positions had stayed steady. She also noted that another factor was that merit-based pay had not yet been implemented. Mr. Clifton noted that the rise in applications was significant, which is likely in part due to the market adjustments.

PERSONNEL RECOMMENDATIONS

Council discussed the partnership with the County for library services. Ms. Suda shared that the city had an IGA with the county and there was a formula for how much funding each library within the district received. The county paid the city and the city then dispersed the funding.

Council also discussed the need for new Housing positions and the challenges with having the capacity to implement their plans efficiently. Ms. Keene explained that with the departure of Community Development Director Dan Folke, there was an opportunity to consider some organizational changes. Community Development would become Planning and Development Services which would include Planning, Real Estate, Building Safety, and Code Compliance. Housing would then report to the City Manager's Office for about six months at which time it would become a new division for Housing. At that time, they would be looking for opportunities for reorganization and evaluate what positions would be needed.

Councilmember Garcia asked about the process to decide what requested positions got approved. Mr. Clifton stated that the Budget Team was the central entity that dealt with those recommendations. They worked in collaboration with the requesting divisions and there was much deliberation. They looked at the function, the need, funding, and other components. The recommendations were then brought to Council and if questions or further discussion was desired that could be facilitated.

RECLASSIFICATIONS
STAFFING HISTORY (FULL-TIME EQUIVALENTS)
FY 2025-2026 PROPOSED BUDGET BY CATEGORY
BUDGET APPROACH
COMPENSATION RECOMMENDATIONS
MARKET ADJUSTMENTS

Council discussed the market analysis process, market adjustments, and market-based pay. It was asked if there was an estimated timeframe for all positions to be at market. Mr. Clifton stated that staff reviewed 25% of positions each year. They were currently in catch up status, but the overall financial impact should start to decline with more consistency in the reviews.

BENEFIT RECOMMENDATIONS
MEDICAL INSURANCE
BENEFITS -- OTHER
IN SUMMARY

Council discussed the uncertainty of grant funding from the federal government. Staff continued to move forward regardless and continued to watch and adjust, when necessary, particularly with the messaging and how grant applications were developed.

Fire Battalion Chief Seth Gregar, on behalf of EAC, continued the presentation.

EMPLOYEE ADVISORY COMMITTEE
EAC UPDATE

A break was held from 10:00 a.m. through 10:15 a.m.

Finance Director Brandi Suda continued the presentation.

NEW BUDGET APPROPRIATIONS
SUMMARY -- TOTAL BUDGET REQUESTS
EMPLOYEE INVESTMENTS -- GENERAL FUND
INFRASTRUCTURE -- GENERAL FUND
SUMMARY -- GENERAL FUND

Assistant Finance Director Heidi Derryberry continued the presentation.

PRIORITY BASED BUDGET ALIGNMENT
TOTAL BUDGET REQUESTS -- ALL FUNDS
OPERATING REQUESTS BY ALIGNMENT
RECOMMENDATIONS BY ALIGNMENT
REQUESTS AND RECOMMENDATIONS

Ms. Anderson, Ms. Keene, Parks, Recreation, Open Space, and Events Director Rebecca Sayers, and Public Works Director Scott Overton reviewed the PBB alignment categories.

MOST ALIGNED
HIGHLIGHTS OF RECOMMENDED REQUESTS
MORE ALIGNED
HIGHLIGHTS OF RECOMMENDED REQUESTS
LESS ALIGNED
HIGHLIGHTS OF RECOMMENDED REQUESTS

Councilmember House left the meeting at 11:00 a.m.

LEAST ALIGNED
HIGHLIGHTS OF RECOMMENDED REQUESTS

A break was held from 12:00 p.m. through 12:30 p.m.

CAPITAL IMPROVEMENT PROGRAM
SUMMARY

Sustainability Director Nicole Antonopoulos continued the presentation.

CARBON NEUTRALITY PLAN (CNP)
CLIMATE ACTION NEW FUNDING

Council discussed the transition to electric vehicles, EPA grant funding, and cost of implementation of the Carbon Neutrality Plan.

A major component of the city's carbon neutrality strategy involved the transition to electric vehicles (EV). The transition was being phased in gradually as existing fleet vehicles and equipment aged out, not a one-time, full replacement, which would be financially impractical. The city was also supporting broader market adoption by partnering with APS to expand EV charging infrastructure. Additional charging stations would be installed in the current budget year, and an EV rate discussion was scheduled with Council in May. On the community side, the city emphasized infrastructure and policy support and encouraged residents and businesses to consider electrification as they made upgrades. The approach was supportive, not mandatory.

Regarding grant funding, the city received a $1 million EPA grant to develop three resilience hubs (Southside, Sunnyside, and the Community Assistance Team). However, a stop-work order was issued, which affected three community-funded positions. The city had formally appealed this and expected a decision by November. The hubs provided emergency preparedness services, job training, and serve as safe community spaces.

Implementation of the Carbon Neutrality Plan was cited as $600 million. That figure represented the total communitywide cost of reaching carbon neutrality, not just the city's burden. Institutions like NAU and FUSD were also contributing to those goals. Much of the cost centered around upgrading homes and buildings for energy efficiency. The figure did not factor in future grant funding or policy shifts that could offset costs.

Lastly, there was an interest in tracking real-time emissions, and NAU researchers were exploring ways to develop better measurement tools. Some emission sources, like energy use, were trackable, while others, like visitor traffic, relied on estimates. A future Work Session would go deeper into data collection, return on investment, measurement tools, and the city's role versus community behaviors in achieving carbon neutrality.

Assistant Budget Director John Comer continued the presentation.

KEY COMMUNITY PRIORITIES
PRIORITY BASED BUDGETING PRIORITIES AND OBJECTIVES
DEFINITIONS
KEY COMMUNITY PRIORITIES -- BASE BUDGET ONLY

IT Director CJ Perry, Fire Chief Mark Gaillard, Housing Director Sarah Darr, Interim Community Development Director Michelle McNulty, City Engineer Paul Mood, Police Chief Sean Connolly, Economic Vitality Director Heidi Hansen, Sustainability Director Nicole Antonopoulos reviewed the PBB objectives.

HIGH PERFORMING GOVERNANCE OBJECTIVES
SAFE AND HEALTHY COMMUNITY OBJECTIVES
HOUSING 10 YEAR PLAN INVESTMENTS

Council discussed the incentive policy for affordable housing and how developers were using the incentive.

Ms. Darr explained that the city used a reservation system where developers requested future access to affordable housing funds. This helped the city plan and budget for upcoming projects, but since development timelines were unpredictable, staff carefully tracked which projects were active, delayed, or inactive. Currently, about $1 million in reservations existed, though much of it was not expected to activate in the current fiscal year. Projects like Habitat for Humanity's Timber Sky development and Foundation for Senior Living were examples of ongoing or pending projects. The city manager and budget team had committed to making additional funds available mid-year if needed and allowed unused funds to roll over year to year. Staff was also exploring the creation of incentives for middle-market housing, not just for low-income projects. The current policy already allowed incentives up to 125% AMI, and further refinements were being considered as part of a broader code update to align incentives with housing and sustainability goals.

INCLUSIVE AND ENGAGED COMMUNITY OBJECTIVES
SUSTAINABLE AND INNOVATIVE INFRASTRUCTURE OBJECTIVES
ROBUST AND RESILIENT ECONOMY OBJECTIVES
LIVABLE COMMUNITY OBJECTIVES
ENVIRONMENTAL STEWARDSHIP OBJECTIVES

Mr. Tadder continued the presentation.

PRIORITY BASED BUDGETING PRIORITIES AND OBJECTIVES CHECK-IN
PRIORITIES AND OBJECTIVES UPDATES
PRIORITIES AND OBJECTIVES
POSSIBLE APPROACHES
POSSIBLE PROCESSES
OUTREACH
COUNCIL DIRECTION

Following discussion Council agreed to moderate change/low effort and that a check-in on the priorities and objectives could be done with the community each year at a work session, with a deeper dive every four or five years.

PUBLIC PARTICIPATION

None

DAY 1 WRAP UP

Mr. Clifton offered closing comments and outlined the second day of the retreat.

5. Adjournment

Day one of the Budget Retreat of the Flagstaff City Council held April 24, 2025, adjourned at 2:20 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL COMBINED SPECIAL
MEETING / WORK SESSION
TUESDAY, APRIL 8, 2025
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN AVE
3:00 P.M.

MINUTES

1. Call to Order

Mayor Daggett called the meeting of the Flagstaff City Council held April 8, 2025, to order at 3:03 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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MAYOR DAGGETT	
VICE MAYOR SWEET	
COUNCILMEMBER ASLAN	
COUNCILMEMBER GARCIA	
COUNCILMEMBER HOUSE	
COUNCILMEMBER MATTHEWS	
COUNCILMEMBER SPENCE	

3. Pledge of Allegiance, Mission Statement, and Land Acknowledgement

The Council and audience recited the pledge of allegiance, Councilmember Matthews read the Mission Statement of the City of Flagstaff, and Councilmember House read the Land Acknowledgement.

MISSION STATEMENT

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LAND ACKNOWLEDGEMENT

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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.

Economic Development Administrator Creag Znetko addressed Council and invited them and the public to attend the Innovate Green event and other related events.

Steve Carter addressed Council with concerns about traffic at Fourth Street and Butler. He was concerned about increased traffic with new development coming into the area. He stated that the city needed to hire more firefighters.

5. Review of Draft Agenda for the April 15, 2025 City Council Meeting

Citizens wishing to speak on agenda items not specifically called out by the City Council may submit a speaker card for their items of interest to the recording clerk.

Councilmember Garcia asked about a potential executive session on agenda Item 10B.

6. City Manager Report

Mr. Clifton briefly reviewed his report and Deputy City Manager Joanne Keene provided a brief recap of the recent Washington D.C. lobbying trip.

Senior Deputy City Manager Shannon Anderson announced the selection of the new Water Services Division Director, Lee Williams.

Police Chief Sean Connolly provided a department update presentation that covered the following:

FLAGSTAFF POLICE DEPARTMENT
OUR MISSION
POLICE DEPARTMENT STRUCTURE
KEY HIGHLIGHTS & ACHIEVEMENTS
CHALLENGES AND AREAS FOR IMPROVEMENT
FINANCIAL OVERVIEW
GOALS AND PRIORITIES FOR THE COMING YEAR
REAFFIRM COMMITMENT

Councilmember Garcia offered comments in gratitude to the Police Department and the forward thinking that they were engaging in.

Fire Chief Mark Gaillard, Fire Administration Manager Jessica Vigorito, Deputy Chief Mark Wilson, Battalion Chief Seth Gregar, and Battalion Chief Paul Oltrogge provided a department update presentation that covered the following:

FLAGSTAFF FIRE DEPARTMENT
MISSION AND VALUES
SOCIAL MEDIA AND OUTREACH
ORGANIZATION CHART
YEARS OF SERVICE
HOUSE OF JACKS & GREY SHIRTS

CALL VOLUME
NEW EQUIPMENT
SPECIAL OPERATIONS
DAILY OPERATIONAL IMPACTS
TRAINING
CARE
COMMUNITY RISK ASSESSMENT & PLAN
WILDFIRE MANAGEMENT
ACCOMPLISHMENTS
CURRENT/FUTURE STRATEGIC PLANNING

Councilmember Garcia spoke about concerns with wildfire and challenges with recruitment. He asked if additional resources were needed. Chief Gaillard stated that everyone could benefit from additional resources. Their goal was to use resources responsibly and to the maximum extent possible for the community. They participate in the budget process and rely on the efforts of that team for the decisions they have to make in terms of budget allocations.

Councilmember Matthews asked what the current vacancy of the department was. Chief Gaillard stated that there were three vacancies that they were actively recruiting for. He noted that applications had increased which was great news.

Council expressed appreciation for both the Police and Fire Departments and thanked them for the updates they provided. Many comments focused on the additional focus on the community and a willingness to engage with people.

7. **Introduction to Building and Fire Codes**

Resilience Analyst Genevieve Pearthree, Building Official Amy Tressler, Assistant Fire Marshall Chris Jack, Wildland Fire Captain Neil Chapman, and Water Services Program Manager Tamara Lawless provided a PowerPoint presentation that covered the following:

INTRODUCTION TO BUILDING & FIRE CODES
WHY ARE WE HERE TODAY?
PRESENTATION GOALS & AGENDA
BUILDING SAFETY
BUILDING CODE
WHAT IS A MODEL CODE?
PURPOSE OF MODEL CODES
LOCAL AMENDMENTS TO BUILDING CODES
CODE UPDATE & ADOPTION FREQUENCY
BUILDING CODE UPDATES: WHY THEY MATTER
ISO (INSURANCE SERVICE OFFICE) RATES
CITY OF FLAGSTAFF ADOPTED BUILDING CODES
BUILDING CODES: NEXT STEPS
FIRE
FIRE CODES: WHAT ARE THEY?
WHY ARE FIRE CODES IMPORTANT?
CIRT OF FLAGSTAFF ADOPTED FIRE CODES
FIRE CODES: NEXT STEPS
WATER SERVICES
WATER SERVICES -- LONG TERM GOALS
WATER CONSERVATION IN THE BUILDING CODES
CURRENT LOCAL AMENDMENTS TO THE 2018 INTERNATIONAL PLUMBING CODE (IPC)
POTENTIAL LOCAL AMENDMENTS TO THE 2024 IPC TO EXPLORE

Councilmember Matthews asked about water sense and low flow toilets if there was a risk of not having enough pressure the keep the sewer lines moving. Ms. Lawless explained that it could be a challenge and there may be time when they have to add pressure into systems to make sure flow was appropriate and they may have to consider pressurization and pump stations in the future to better

manage those conditions.

SUSTAINABILITY
CARBON NEUTRALITY PLAN GOALS
RELATED TO BUILDING & FIRE CODES
ENERGY CONSERVATION & RENEWABLE ENERGY IN THE BUILDING CODE
CARBON NEUTRALITY PLAN: STRATEGIC APPROACH
THE CODE GLIDEPATH TO NET ZERO
SOME OPTIONS TO ADVANCE CNP GOALS
BIGGER PICTURE
CODE ANALYSIS PROJECT (LASS+CAP)
BUILDING CODE PROGRESS IN OTHER AZ CITIES
FIRE CODES IN OTHER AZ CITIES
RESILIENT SOUTHWEST BUILDING CODE COLLABORATIVE
WHO IS THE COLLABORATIVE?
TANGIBLE OUTCOMES: 2023-2028

Councilmember Matthews expressed concern about the city's net-zero energy goals and their impact on housing affordability. She questioned whether energy-efficient homes were truly net-zero, especially if homeowners were not actually installing and using solar panels. She emphasized the need to measure actual emissions rather than relying on assumptions. She suggested that while utility costs may be lower, the high upfront cost of building energy-efficient homes could affect affordability. She suggested focusing efforts on trying to help more people install and use solar energy, possibly through grants, instead of just requiring solar-ready infrastructure. She wanted to be sure that housing impacts were considered within the context of aggressive climate goals.

Ms. Pearthree acknowledged the concerns about costs and that they were researching how construction costs compared to long-term utility savings. They planned to provide data on how long it took for energy-efficient homes to recoup additional upfront costs. She noted that preliminary modeling from the Pacific Northwest National Laboratory suggested that in Flagstaff's climate zone, the return on investment could be nearly immediate. There would always be value of energy savings even if not every home became fully net-zero, but building homes with the potential for solar installation allowed for those improvements in the future.

NEXT STEPS
DRAFT CODE UPDATE ADOPTION TIMELINE
PARTNERS IN A SUCCESSFUL CODE ADOPTION

Council asked about engagement with the community. Staff indicated that they had been using social media, reaching out to the design community and interest groups, along with open houses to get feedback. They were also working with Economic Vitality to capture the commercial component of the codes.

Councilmember Aslan stated that he was enthusiastic about updating the code and the long term benefits it would have both for current residents and future generations.

Councilmember Spence stated that in 2018 the city and county adopted very similar codes that provided some consistency for the region. He encouraged the city to engage with the county to bring them along with the updates to continue that consistency for builders. Ms. Tressler acknowledged the collaboration in 2018 but noted that the county currently had a vacancy in their Building Official position, and that they had paused on code updates until that position was filled.

8. City of Flagstaff GIS Program and Open Data Portal

GIS IT Manager Rob Speer provided a PowerPoint presentation that covered the following:

GIS AT THE CITY OF FLAGSTAFF
WHAT IS GIS?
WHAT DOES GIS DO?

MAPPING AND VISUALIZATION
DATA MANAGEMENT
SPATIAL ANALYSIS "CHOOSING THE RIGHT LOCATION"
COMMUNICATION
HOW IS GIS USED?
FINDING THE CLOSEST FACILITY
KEEPING TRACK OF THINGS
PLANNING FOR THE FUTURE
RESPONDING TO EMERGENCIES
1988
2006
2025
THE DATE, INFORMATION, KNOWLEDGE, WISDOM PYRAMID
FUTURE DIRECTION OF GIS
ROUTE OPTIMIZATION & PLANNING
REAL TIME VEHICLE TRACKING
DRONE PROGRAM
LIVE DEMO

Councilmember Garcia asked how the public could get access to the information. Mr. Speer stated that they were working on a strategic plan that included an element of public access. A robust education and training campaign would be needed to roll it out.

Councilmember House suggested putting a video together that included instructions on how to use the tool to access information.

Mayor Daggett shared that she had been using the tool for her final project for the Mayor's Institute on City Design. It had a wealth of information, and she looked forward to more training for everyone.

9. **Semi-Annual Carbon Neutrality Plan Progress Report**

Climate Section Director Jenny Niemann, Climate Program Manager Danae Presler, and Energy Specialist Jacob Raatz provided a PowerPoint presentation that covered the following:

SEMI-ANNUAL CNP PROGRESS REPORT
AGENDA
FOUNDATIONS
CNP GOALS
CLIMATE ACTION PROVIDES RESOURCES ACROSS THE COMMUNITY
TIMELINE
PROGRESS UPDATE
CNP ACTIONS UPDATE
BUILDING ENERGY
PROGRESS: RENEWABLE ENERGY
ACTIONS: RENEWABLE ENERGY
HIGHLIGHT: GREEN BUSINESS BOOT CAMP
PROGRESS: BUILDING ENERGY USE
ACTIONS: BUILDING ENERGY USE
HIGHLIGHT: HOME WEATHERIZATION & ENERGY REBATE PROGRAM
HIGHLIGHT: CITY-WIDE ENERGY & WATER CONSERVATION PROJECT
TRANSPORTATION
PROGRESS: ELECTRIC MOBILITY
ACTIONS: ELECTRIC MOBILITY
HIGHLIGHT: COF'S GROWING ELECTRIC FLEET
PROGRESS: ACTIVE TRANSPORTATION
ACTIONS: ACTIVE TRANSPORTATION
HIGHLIGHT: COF E-BIKE FLEET
OPTIMIZING CONSUMPTION
PROGRESS: WASTE REDUCTION AND FOOD SYSTEMS
ACTIONS: WASTE REDUCTION

HIGHLIGHT: RESIDENTIAL FOOD SCRAPS DROP-OFF
ACTIONS: FOOD SYSTEMS
HIGHLIGHT: FULL CIRCLE GARDEN WORKSHOPS
BUILDING RESILIENCE AND IMPROVING EQUITY
ACTIONS: COMMUNITY EQUITY
HIGHLIGHT: ENERGY UPGRADES FOR HEALTHY HOMES
ACTIONS: COMMUNITY RESILIENCE
HIGHLIGHT: COMMUNITY WORKSHOPS AT RESILIENCE HUBS
HIGHLIGHT: JOIN US AT EARTH DAY
ACTIONS: CARBON DIOXIDE REMOVAL
HIGHLIGHT: INNOVATE GREEN
UPDATE TO THE CARBON NEUTRALITY PLAN
CNP UPDATE GOALS
CNP UPDATE CONTENT
CNP UPDATE PROCESS

Councilmember Matthews thanked staff for the presentation and expressed appreciation for the multifaceted approach being taken. She was glad to hear that climate adaptation priorities would be revisited given recent catastrophic wildfires; it was vital to do what they could to prevent those types of events. She requested an update on EV station funding that was reportedly being held up at the state level. She also asked for information regarding the current status and expectations for federal grant funding. Ms. Neimann stated each new administration brought different priorities, however the city's current work aligned well with common themes like return on investment, energy independence, and resilience. Staff felt prepared to adapt to new federal grant priorities, but the amount of available funding remained uncertain. Some Inflation Reduction Act funds had yet to be awarded, with several grant applications in progress, the expectations for funding were cautious. The team was expanding their focus to include private foundation and nonprofit grants at national, state, and local levels.

With regard to the EV station funding, Ms. Presler shared that they did not have all the details on the state's funding situation but the first round of funding through the National Electric Vehicle Infrastructure Program, originally set to bring $76 million for fast chargers to Arizona, was paused. It was unclear if the full $76 million would be received by the state, but they would provide an update when more information was available.

Councilmember House asked if the EV goals only considered fully electric vehicles or if they included other vehicle types or people who gave up their vehicles completely. Ms. Presler explained that the 1.3% goal was for fully electric vehicles and plug in hybrid vehicles.

The following individuals addressed Council about the Carbon Neutrality Plan:

- Jim Schweikert
- Tom Pearson
- Phil Goldblatt
- BJ Dempsey
- David MacCormack

The following comments were received:

- Economics was the allocation of scarce resources among limited end users.
- Advocate for achievable, principled and fiscally responsible policies and programs that directly benefit and protect citizens and the business community of Flagstaff.
- Choose between two different approaches to addressing climate change: prioritizing forest management and wildfire prevention versus advancing the city's Carbon Neutrality Plan, which included mandates around electrification and restrictions on natural gas.
- There is skepticism about the actual impact Flagstaff can have on global emissions given its relatively small population.
- I question the effectiveness and cost of implementing a $600 million sustainability plan.
- Concerned that the language around resilience, equity, and policy updates lacked tangible benefits for everyday citizens and could result in costly mandates with limited real-world impact.
- Choose fiscal responsibility and policies that truly serve the needs of the people.

- I appreciate Sustainability's efforts to help local neighborhoods cope with the aftermath of flooding, for the pine needle cleanups to reduce the fire danger, and for the home insulation projects to improve energy efficiency.
- The presentation focused almost exclusively on carbon neutrality actions aimed at reducing greenhouse gas emissions and little on the other essential components of climate adaptation.
- For Flagstaff, adaptation means defending against wildfires, flooding and drought.
- Despite thirty years of international efforts to reduce carbon emissions, atmospheric Co2 concentrations continued to rise steadily.
- Flagstaff needed a comprehensive standalone adaptation plan for wildfire, flooding, and drought.
- Insurance rates are skyrocketing or being cancelled.
- A standalone adaptation plan would promote coordination between departments and with county, state, and federal agencies.
- A plan could disclose gaps and redundancies in programs and encourage the incorporation of new technologies.
- An adaptation plan would inform the public of what was being done to protect their lives and property.
- We cannot significantly reduce production of fuels like gasoline, diesel, and jet fuel without seriously affecting the production of Petro chemicals from which medicines and plastics are derived.
- It will take a long time for technology and the power companies to catch up, so it makes more sense for Flagstaff to focus on adaptation and set 2050 as a target for carbon neutrality.
- Research has shown that the most serious effects from global warming will not affect us until about 2080, so it was better to align ourselves with most nations that have committed to 2050 as a carbon neutrality goal.
- What is being done and what is being proposed could negatively impact housing and force increase costs for existing and new homeowners.
- The need for electricity grows and the price of electricity is growing.
- Much of this does not deal in reality.
- Carbon dioxide is almost at the lowest it has ever been.
- Before you make decisions on sustainability and climate neutrality please research the issue more deeply.

Councilmember Garcia reflected back to his childhood in Flagstaff and the challenges they had with air quality due to diesel emissions and wood burning smoke emissions from the logging industry. That was not the experience now due to advancing technology and stronger regulations. He asked how the financial amount of the plan was determined.

Ms. Neimann explained that in 2022, the city attempted to estimate the total cost of implementing the carbon neutrality plan due to ongoing questions about feasibility and cost. The estimate included a wide range of efforts, such as electrifying city buildings, subsidizing private retrofits, implementing the Active Transportation Master Plan, and air capture at the landfill. The analysis was conducted by a third party to evaluate the plan strictly from a fiscal perspective, not considering health, social, or environmental benefits. The results showed that while the total cost would be around $600 million over many years and projects, the projected financial benefits would exceed that at about $650 million. Based on a variety of national studies, implementing the things within the plan consistently showed a return on investment. Things such as forest treatments, energy efficiency, and fleet electrification, have demonstrated significant cost savings. The investment in climate action was expected to pay off financially. Ms. Antonopoulos added that the analysis also allowed staff to identify priorities for that return on investment and develop a work plan that would provide the largest payback, in the quickest amount of time, with limited funding.

Councilmember Garcia stated that there were tangible benefits to the consumer to move to all electric. He had heard a lot from the community that they would be forced to go all electric. Ms. Neimann clarified that state law did not allow a city to mandate electrification; the intent was to offer it as an option if people wanted to do it. She stated that she did not believe that the city would mandate or require electrification of homes or appliances. Gas utilities were looking at diversifying and there was still a big market for natural gas. It was a conversation utility companies were having nationally.

Councilmember House emphasized the importance of community education in supporting the carbon

neutrality plan and sustainability efforts. She stressed that educating the public about how different city departments, such as sustainability, fire, and emergency services, collaborate was crucial for building understanding and support. Forest health and wildfire mitigation were not in opposition with climate adaptation and the carbon neutrality plan, it was not an either/or situation but a both/and approach. The carbon neutrality plan incorporated both adaptation and resilience, aiming to protect the community from growing wildfire threats and environmental changes. She appreciated the collaboration between city teams and external fire services and recommended that future community outreach and education efforts clearly communicate how those initiatives are interconnected and work together to build a more resilient community.

Vice Mayor Sweet acknowledged the concerns raised and noted that key issues like fiscal responsibility, climate adaptation, housing costs, and thorough research were shared priorities across the organization. She appreciated that the community would have opportunities to provide input as the process moved forward. She encouraged everyone to explore the sustainability pages on the city's website, calling it an impressive and comprehensive resource.

Mayor Daggett shared her experience of gradually upgrading an older home for energy efficiency by adding insulation, replacing windows, and installing solar panels. The improvements increased comfort and significantly lowered her electric bills. She praised the city's work on waste reduction and efforts to extend the landfill's lifespan. She emphasized the cross-departmental nature of sustainability efforts to implement initiatives that provided multiple benefits and reinforced the importance of ongoing work to reduce waste and improve long-term environmental outcomes.

10. Adjournment

The Work Session of the Flagstaff City Council held April 8, 2025, adjourned at 6:52 p.m.

SPECIAL MEETING

1. Call to Order

Mayor Daggett called the Special Meeting of the Flagstaff City Council held April 8, 2025, to order at 6:00 p.m.

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 special 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. **Consideration and Approval of Settlement:** The matter of *Jeanie Middleton v. City of Flagstaff*, case No. CV2022-00568, currently pending in Coconino County Superior Court.

Deputy City Attorney Kevin Fincel addressed Council and stated that the action was to approve the settlement of the case which was discussed with the City Council in executive session on April 8, 2025.

Moved by Councilmember Anthony Garcia, **seconded by** Councilmember Lori Matthews to approve settlement of the Jeanie Middleton v. City of Flagstaff lawsuit pursuant to the terms discussed in executive session and authorize and direct the City Manager and/or City Attorney to execute all documents and take other actions as are necessary to finalize the settlement.

Vote: 7 - 0 - Unanimously

3. Open Call to the Public

None

4. Informational Items To/From Mayor, Council, and City Manager; future agenda item requests

Councilmember Garcia shared that he would be attending a springtime kickoff at Bushmaster Park that weekend.

Vice Mayor Sweet reminded the public about the Innovate Green competition that weekend.

Councilmember Housed shared that she would be participating in two events later in the week; the first was the Lancaster Leadership Women's Summit Power of Storytelling panel. The second was the Northern Arizona Book Festival to host a Thin Air magazine alumni panel to speak about the connection between writing skills and how that is built into a person's professional life. She would also be attending the Teen Challenge banquet to celebrate their 60th anniversary. She acknowledged Mayor Daggett, Vice Mayor Sweet, Deputy City Manager Joanne Keene, and Senior Project Manager Christine Cameron for advocating for Flagstaff in Washington D.C. for all the projects and programs that will make the community better in the future.

Councilmember Spence shared that he would be doing a pitch at the Innovate Green event and encouraged the public to attend.

Councilmember Aslan shared that the Tri-University Regent's Cup was being hosted by NAU that weekend at the High Country Conference Center. It would include an Oxford debate and storytelling competition. He was asked to be one of the judges and was looking forward to participating.

Mayor Daggett shared that she would also be judging the event, and she was looking forward to hearing the students debate and show their skills. She noted that the Commission on Inclusion and Adaptive Living would be holding an awards ceremony at City Hall that week. She also announced that she would not be in attendance at the next meeting because she would be participating in her last class for the Mayor's Institute to give her final presentation.

5. Adjournment

The Work Session of the Flagstaff City Council held April 8, 2025, adjourned at 7:01 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on April 8, 2025. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 26th day of August, 2025

_____
CITY CLERK

JOINT CITY COUNCIL / WATER COMMISSION
SPECIAL WORK SESSION
MONDAY, MARCH 4, 2024
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN AVE
3:00 P.M.

MINUTES

1. Call to Order

Mayor Daggett called the joint meeting of the Flagstaff City Council and Water Commission held March 4, 2024, to order at 3:04 p.m.

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 work session, 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 Council or Commission members may be in attendance through other technological means.

COUNCILMEMBERS PRESENT:	COUNCILMEMBERS ABSENT:
MAYOR DAGGETT	
VICE MAYOR ASLAN	
COUNCILMEMBER HARRIS	
COUNCILMEMBER HOUSE	
COUNCILMEMBER MATTHEWS	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER SWEET	

COMMISSION MEMBERS PRESENT:	COMMISSION MEMBERS ABSENT:
VICE CHAIR LOVERICH	CHAIR RIEGELMAN
COMMISSIONER ALTER	COMMISSIONER RUDDELL
COMMISSIONER BILLS	
COMMISSIONER DILDAY	
COMMISSIONER NAUMAN	
COMMISSIONER VANE	

3. Pledge of Allegiance, Mission Statement, and Land Acknowledgement

The Council, Commission, and audience recited the pledge of allegiance, Councilmember Harris read the Mission Statement of the City of Flagstaff, and Councilmember Sweet read the 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. Wastewater Rate Design Alternatives Workshop

Water Services Manager Erin Young introduced the Team from Stantec, Tim Hancock, Andrew Burnham, and Carol Malesky who provided a PowerPoint presentation that covered the following:

WATER, RECLAIMED WATER, & WASTEWATER COST-OF-SERVICE STUDY -- WASTEWATER RATE DESIGN
AGENDA
SCOPE OVERVIEW
THE RATE STUDY PROCESS
HOW MUCH: REVENUE REQUIREMENTS FY 2024 VS. FY 2025
REVENUE REQUIREMENTS FY 2024 -- FY 2025
FROM WHOM: CUSTOMER SLASS COST RECOVERY FY 2025 -- RESIDENTIAL
FROM WHOM: CUSTOMER CLASS COST RECOVERY FY 2025 -- NON-RESIDENTIAL
COST OF SERVICE (COS) RESULTS -- OPTION 1

There was discussion on how wastewater costs were allocated among different customer classes. The total cost, approximately $113 million, was broken down into treatment, collection, and administrative components. The costs were then divided into categories based on flow, biochemical oxygen demand (BOD), total suspended solids (TSS), and customer-related costs. Each customer class, such as residential or industrial users like ice cream manufacturers, wer assigned a portion of the costs based on their share of those factors. For example, residential customers, who contributed the most flow, were allocated a larger share of flow-related costs, while industrial users with higher-strength waste were assigned more of the BOD and TSS-related costs. The end result was a proportional allocation of the total cost of service across all user types.

RATE DESIGN PRIORITIES
REVENUE STABILITY THROUGH A FIXED CHARGE
FIXED + INDIVIDUALIZED -- OPTION 2

There was discussion on how base fees or fixed charges in the water rate structure compared to other communities and how they impacted both customer billing and the city's financial metrics. In some areas, base charges covered only minimal costs like billing, while others, such as Albuquerque, recovered up to 50% of their total revenue through fixed charges. The recommended 25% base charge aligned with industry practices, where bond rating agencies, use metrics such as fixed charge ratios when evaluating utilities. A higher fixed charge could improve a utility's bond rating and reduce interest rates, benefiting customers in the long term.

There was also clarification on how the shift in fixed and usage-based rates would affect customers. The actual impact varied depending on meter size and water usage. For example, a customer with a large meter and low usage may see a decrease in their bill, while a customer with a small meter and high usage may experience an increase.

There were questions about rate differences between pet food and ice cream manufacturing. Pet food producers saw reduced rates due to recent improvements in their pre-treatment processes, resulting in lower wastewater strength. The ice cream manufacturer, which did not undergo such updates, did not benefit from a similar rate adjustment.

CONSOLIDATED NON-RESIDENTIAL CLASSES

There was discussion about concerns with the cost recovery changes for hotels and motels under a proposed rate structure. It was noted that future cost recovery for that group would be lower than current rates, and there was a question about whether grouping them with other industries would place an undue burden on them. Staff clarified that hotels and motels currently paid more than their calculated cost of service, so either maintaining them as a standalone category or including them in a consolidated group would likely reduce their rates, making it more beneficial rather than burdensome. There was also a discussion about the potential legal risks of consolidating customer classes, particularly if a business with lower wastewater strength felt they were being unfairly grouped and overcharged.

A break was held from 3:36 p.m. through 3:41 p.m.

FIXED + CONSOLIDATED -- OPTION 3

WASTEWATER COS AVERAGE BILL IMPACTS FOR RATE OPTIONS 1 -- 3

Councilmembers and the Water Commission explored how different pricing models, fixed charges versus usage-based charges, affected both the city's ability to recover costs and the fairness of rates for various customer types. A major concern raised was the growing number of second homes and low-usage properties that still relied on city infrastructure but contributed less revenue under a usage-based model. While those properties use little water, the city's fixed costs for maintaining the system remained unchanged.

Staff clarified that the proposed rate options were designed to be revenue neutral overall. This meant that although some users may see reductions in their bills under certain options, others would see increases, resulting in the same total revenue for the city. For example, Option 1 would result in lower impacts on residential users, while Options 2 and 3 spread costs more broadly, with varying effects across different customer classes.

Concern was raised about commercial users like Joy Cone who may face significant increases due to the high strength of their wastewater. Although it was not legal to subsidize one customer's rate with another's, the city was working with Joy Cone and state agencies to explore pretreatment solutions and had offered rebates to help offset the cost of needed upgrades.

There were suggestions to use median usage rather than averages when modeling rate impacts, especially since a small number of high-use accounts could skew the data. Others requested clearer visualizations of how the fixed and usage-based components break down on typical bills to help the public better understand the changes.

There was also a broader discussion about whether rate structures could incentivize conservation or efficiency, as some electric utilities do. Staff noted that residential sewer rates already rewarded wintertime water conservation and that businesses could lower their rates by improving wastewater quality. However, widespread conservation did reduce revenue, which may necessitate future rate adjustments to continue covering fixed infrastructure costs.

Water Services Director Shannon Jones commended Stantec for effectively following the Council's direction in developing water and sewer rate structure options that aimed to fairly recover necessary revenues.

Option 1 was the most straightforward, it simply spread the identified costs evenly across customer classes, using a linear cost-of-service approach without additional adjustments.

Option 2 introduced a base charge, aligning with water policy guidelines that recommended recovering at least 25% of revenue through fixed fees. That shift increased cost stability for the utility but reduced the control customers had over their bills by diminishing the financial benefit of water conservation. A more aggressive fixed-revenue recovery, closer to 30%, might improve bond ratings, but the 25% figure was viewed as a more conservative, customer-friendly starting point.

Option 3 went further by consolidating customer classifications, from multiple commercial categories down to just three, based on usage intensity. That simplification aimed to make the rate structure easier to administer and communicate, while still allowing for some flexibility. That streamlining was beneficial not only now, but also for future development, helping reduce disputes about classification and made it easier to assign new accounts.

Concern was expressed that residential customers appeared to be absorbing the largest increases, possibly negating the long-term benefits of conservation. Staff clarified that unlike previous models, the study incorporated wastewater loadings into the cost calculation. That reflected a more accurate picture of treatment costs and potentially increasing rates for residential users who used less water but still contributed high-strength waste.

There was further conversation about ensuring operational efficiency before raising rates. There was a significant need to demonstrate to the public that the city had explored every option to cut costs and improve performance. Staff responded that they had already applied conservative assumptions in the rate model and highlighted their commitment to fiscal responsibility. It was also stressed that transparent communication with residents was important and providing regular reports to explain how rate increases were being used to improve infrastructure and service delivery.

The proposed wastewater rate increased 25% for 2025, with additional increases planned for the next four years: 25% in 2026, followed by 15%, 10%, and 5% annually. That schedule was part of the fully funded CIP, which was chosen over previously discussed alternatives like the levelized rate increases. The impact on customers would vary depending on individual water usage and the structure of their rates, meaning some may see increases slightly above or below 25%.

There was some discussion about the difference between the levelized plan, which aimed to spread rate increases evenly over five years, and the current fully funded CIP plan that prioritized meeting all capital infrastructure needs. The Council and Water Commission acknowledged some confusion between the scenarios and requested clarification on how the current numbers related to the levelized options presented earlier.

Concerns were also raised regarding the behavioral impact of increasing fixed fees, with questions about whether it might reduce incentives for water conservation. Staff responded that although fixed fees might rise, the overall bills would still increase, which should continue to motivate conservation efforts. There was also interest in understanding the balance between usage-based and fixed charges in terms of equity, conservation, and cost recovery.

There was a preference to delay final decisions until water and wastewater rates could be reviewed together. It was requested that staff provide a clear, visual breakdown of combined water and wastewater bills year-by-year for a typical residential customer to get a holistic view rather than making decisions in isolation. Among the rate options, many favored Option 2 or 3, with Option 2 slightly preferred due to better alignment with actual water usage patterns.

The discussion also covered water usage differences between single-family and multi-family residences. A comparison showed that single-family homes used about 65 gallons per person per day, while multi-family homes used closer to 40 gallons. That highlighted the water-saving benefits of denser development. Questions were asked about how water used for common area landscaping in multi-family complexes was measured, which was typically through separate irrigation meters.

Key dates for the public process included a March 25, 2024, meeting to discuss water rate options, a formal Notice of Intent to adopt new fees at the April 16, 2024, Council meeting, followed by public hearings scheduled for June 18, 2024, and July 2, 2024.

Both Council and Commission members expressed appreciation for the thoroughness of the current rate study and noted that it was far more detailed than past efforts. They also thanked community volunteers and encouraged broader public participation to help guide the decisions.

5. Adjournment

The Joint Meeting of the Flagstaff City Council and Water Commission held March 4, 2024, adjourned at 4:59 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL SPECIAL MEETING
WEDNESDAY, JULY 3, 2024
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN AVE
3:00 P.M.

MINUTES

1. CALL TO ORDER

Mayor Daggett called the meeting of the Flagstaff City Council held July 3, 2024, to order at 3:30 p.m.

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.

PRESENT:	ABSENT:
MAYOR DAGGETT	
VICE MAYOR ASLAN	
COUNCILMEMBER HARRIS	
COUNCILMEMBER HOUSE (arrived at 3:40 p.m.)	
COUNCILMEMBER MATTHEWS	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER SWEET	

Others present: City Manager Greg Clifton; Deputy City Attorney Kevin Fincel.

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

The Council and audience recited the pledge of allegiance, Councilmember Sweet read the Mission Statement of the City of Flagstaff, and Vice Mayor Aslan read the 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. **Consideration and Adoption of Resolution No. 2024-30 and Ordinance No. 2024-19:** A Resolution of the Flagstaff City Council declaring as a public record that certain document filed with the City Clerk and entitled "*Water Services Rates Code Changes*" and An Ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code Title 3, Business Regulations, Section 3-10-001-0008 License Fees and Title 7, Health and Sanitation, Chapter 7-02 Wastewater Regulations, and Chapter 7-03 Water Regulations, by adopting by reference that certain document entitled "*Water Services Rates Code Changes*"; providing for penalties, repeal of conflicting ordinances, severability, and establishing an effective date

Water Services Manager Erin Young, Water Services Director Shannon Jones, along with Carol Malesky with Stantec provided a PowerPoint presentation that covered the following:

COUNCIL DIRECTED SCENARIOS -- IMPACT ON RATE PROJECTIONS
WATER PROJECTED AVERAGE BILL

Due to technical issues, the Council took a break from 3:15 p.m. through 4:00 p.m.

Councilmember Matthews asked if the revenues level out or stay the same. Ms. Malesky explained that the 10-year CIP was an ongoing process that evolved alongside new master plans, projects, and regulations. Each year, as one part of the CIP is completed, another year is added with updated projections and needs. It was a continuous cycle, not a finite plan. CIP spending did not stop at the end of a cycle; instead, it continued as part of a broader strategy. The city actively monitors cost of service and financial plans to identify future deviations early, helping to avoid large rate increases like a 10% spike. Acting proactively, rather than reacting after years of delay, helps minimize financial impacts.

Councilmember McCarthy stated that when projects stay on the list but are not funded, that means they get pushed off into the future and included with future rate discussions.

Councilmember Harris clarified that an 86% CIP would increase the single-family three-quarter inch users by approximately $0.60 and if the CIP was reduced to 80%, the increase would be $0.27. Ms. Malesky confirmed.

Vice Mayor Aslan asked what the $16.5 million would equate to in 2029 and what the cost savings would be if the work was done now rather than later. Ms. Malesky explained that the total CIP number for both scenarios included inflation. There was the regular increase to cover operations and maintenance but also the escalation in cost for the CIP.

Mr. Clifton clarified that completion of the CIP in ten years was not a commitment that could be made. Whether at 100%, 86%, or 80% it did not guarantee all projects would be completed on time. Delays and cost overruns are common and often outside the city's control, such as inflation and federal project holdups like Rio de Flag. While a lower execution rate likely means more project deferrals and a greater need for outside funding, even 100% funding doesn't ensure 100% on-time completion. The CIP list included a wide range of projects with varying priorities and complexities, and practical realities often prevent ideal outcomes.

WASTEWATER PROJECTED AVERAGE BILL IMPACTS
80% CIP EXECUTION BILL PROJECTIONS FOR PROPOSED RATE STRUCTURES -- RESIDENTIAL
80% CIP EXECUTION BILL PROJECTIONS FOR PROPOSED RATE STRUCTURES -- COMMERCIAL

Councilmember Matthews asked how an account holder could determine what size meter they have. Ms. Young stated that they could contact customer service or compare the numbers on their bill to the chart in city code.

Councilmember Harris asked if someone bought a building do they acquire the existing meter. Ms. Young stated yes but if there was a change in business, they could request a different consideration for usage.

The following individuals addressed Council regarding the rate code changes:

- Craig Bouchard
- John Connelly
- Anthony Garcia
- Stephen Puhr

The following comments were made:

- The city is in a difficult financial position, partly due to missed opportunities or mismanagement over the past four years.
- Local businesses are struggling, as reflected in declining transaction privilege tax revenues.
- Compare it to the BBB tax which was intended to be paid by tourists, but with fewer tourists and locals deterred by higher costs, it was now hurting local businesses.
- Be careful imposing new taxes or fees, they could create a cycle where fewer businesses remain to share the burden.
- Do not vote yet, it was irresponsible given the unanswered questions and recent funding changes from 86% to 80%.
- The Council needed to consider who will be most impacted by rate increases, specifically restaurants, which employ more people and generate more tax revenue than any other local sector.
- Restaurants already have many challenges including projected increases in minimum wage and now rising water bills and the cumulative burden could be significant.
- Everything just stacks and stacks, and at some point, you just cannot stack any more.
- There needs to be more discussion with the business community on impacts.
- Support the rate increases to ensure sustainable infrastructure.
- It is so important to plan not only for today but for future generations.
- Easy access to water often leads people to take it for granted, Williams had to halt new development due to water shortages, underinvestment, and lack of preparation.
- Supporting infrastructure now helps avoid negative outcomes.
- An 86% execution rate could still achieve meaningful progress.
- The upcoming year's CIP had already been approved and would not be affected by current discussions.
- The CIP is revisited annually, adjustments can be made over time.
- Cost estimates may be high and, if inflation trends lower as predicted, the city may end up with 4% or more in extra revenue, allowing for more CIP work in future years.
- Do not focus too heavily on whether the execution rate is 68%, 80%, or otherwise, as it will evolve annually.
- Forecasting is not perfect and long-term economic indicators differ from pandemic-era data.

Vice Mayor Aslan indicated that the discussion was arbitrary and there had been numerous discussions over the last 18 months, in preparation for the decision. For him the greater community need outweighed the minute impacts for individuals.

Mr. Clifton added that the proposal to reduce the CIP had been discussed at the staff level and had now been discussed by Council. Policy was not formulated outside the dais, and staff's role is to bring proposals and ideas to give Council options for consideration.

Councilmember Matthews expressed frustration over the process of trying to reduce the impact of water rate increases on the business community. She felt that the effort had been confusing and inefficient, with missed opportunities to meaningfully analyze cost-reduction scenarios in real time. Despite requesting months ago to explore ways to reduce the burden, the requests were met with delays, vague answers, and ineffective presentations. The promised modeling exercises to assess potential impacts did not happen, which lead to wasted time, money, and uncertainty. She also questioned the assumption that reducing funding would significantly delay projects, because major infrastructure often takes decades to complete. She felt like she had let the business community down and she was unsure about the outcomes. She indicated that she would likely not support the current proposal because the process lacked transparency, clarity, and responsiveness.

Councilmember House stated that she had done some research on the Williams moratorium, and it

cited an analysis of Williams wastewater treatment facility, and that new development would stretch that capacity. She asked if Flagstaff's treatment plants were at risk of maxing their capacity if development continued or if the rate increase supported the development, maintenance, and sustainability of the plans to ensure that did not happen.

Mr. Jones stated that Flagstaff had conducted multiple studies on biosolids and had prioritized related infrastructure upgrades. Proposition 441, approved by voters, allocated $29 million specifically for wastewater projects addressing biosolids. The city was actively working on urgent projects, like the Wildcat interceptor, which was moved up in the CIP priority list, requiring other projects to be deferred. The design phase was underway, and the city was committed to delivering it on time. However, there are budget challenges, particularly when project costs exceed bond funding, that require value engineering or alternative funding solutions to cover the gaps. The city remains focused on ensuring critical infrastructure is maintained and available for the community, using all available tools, including rate studies and external funding, to meet those goals.

Councilmember House acknowledged the difficulty of the conversation and acknowledged the concerns raised by the business community. She noted that there appeared to be general agreement that a rate increase was necessary to support essential operations, maintenance, and capital improvements, and that delaying action was no longer an option. She felt that the suggested changes to funding percentages offer only marginal impacts that would not significantly alter outcomes unless entire projects were removed. She expressed support for the original proposal approved in June and felt that it was aligned with the broader community needs such as infrastructure, housing, and conservation.

Councilmember Sweet stated that she preferred the 80% execution rate, knowing that it would be revisited again in three to five years. She felt that it was unfair to impact the community so heavily when there was flexibility available.

Vice Mayor Aslan stated that he felt that they were talking about the margins and trading pennies for pounds. He was underwhelmed with how the numbers came out in the proposal. He expressed support for the 86% and was comfortable with what was voted on two weeks ago.

Councilmember Harris stated that she was shocked to understand how bad things had gotten. She emphasized the necessity of maintaining infrastructure and acknowledged that CIPs would always be part of city management. She expressed trust in staff to make the most of whatever funding level was approved and to prioritize work that prevented service disruptions and supported development. She stated that she supported moving forward with the lowest proposed funding option of 80%.

Councilmember McCarthy stated that there had not been an increase in water rates between 2020 and 2024 and the reality was that a lack of funding could delay critical projects. He noted that the rates could be adjusted up or down when they come back in three to five years. He supported Option A.

Mayor Daggett offered a counterpoint to frustrations with the process, and suggested that the main improvement could have been receiving clearer financial impact estimates earlier in the process. Initially, Council supported 100% funding without knowing the cost implications. She expressed strong confidence in staff, and noted that delays were rarely due to staff error and more often caused by external factors. She expressed appreciation for the Chamber's involvement and acknowledged the hard work by all stakeholders to reduce the financial burden as much as possible. She emphasized the seriousness with which Council takes its duty, knowing rate increases were difficult for both businesses and residents. Ultimately, while the choice between 80% and 86% execution rates may not significantly impact individuals, she leaned toward supporting the 80% option, with the understanding that projects and funding would be reevaluated annually.

Mr. Clifton acknowledged the long, arduous process of setting water rates, and noted that the decisions were always complex, nuanced, and often controversial. He commended the Council for its sustained effort, thoughtful dialogue, and many lengthy meetings over the past year and a half. While the current debate between an 86% and 80% execution rate may seem like a small difference, the broader context mattered; the process began with a 100% execution rate and had been reduced by 20 percentage points overall which was a substantial shift, especially considering the $300 million-plus in total capital projects.

Moved by Councilmember Miranda Sweet, **seconded by** Councilmember Deborah Harris to read Resolution No. 2024-30 with the amendment to 80% execution on Capital Improvement Projects.

Vote: 5 - 2

NAY: Councilmember Jim McCarthy
Vice Mayor Austin Aslan

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED "*WATER SERVICES RATES CODE CHANGES*" *WITH THE AMENDMENT TO 80% EXECUTION ON CAPITAL IMPROVEMENT PROJECTS*

Moved by Councilmember Miranda Sweet, **seconded by** Councilmember Lori Matthews to adopt Resolution No. 2024-30 with the amendment to 80% execution on Capital Improvement Projects.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Miranda Sweet to read Ordinance No. 2024-19 by title only for the final time with the 80% execution on Capital Improvement Projects.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 3, BUSINESS REGULATIONS, SECTION 3-10-001-0008 LICENSE FEES AND TITLE 7, HEALTH AND SANITATION, CHAPTER 7-02 WASTEWATER REGULATIONS AND CHAPTER 7-03 WATER REGULATIONS, BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED "WATER SERVICES RATES CODE CHANGES"; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE WITH THE AMENDMENT TO 80% EXECUTION ON CAPITAL IMPROVEMENT PROJECTS

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Miranda Sweet to adopt Ordinance No. 2024-19.

Vote: 7 - 0 - Unanimously

5. ADJOURNMENT

The Special Meeting of the Flagstaff City Council held July 3, 2024, adjourned at 5:49 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on July 3, 2024. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 26th day of August, 2025

_____
CITY CLERK

CITY COUNCIL / WATER COMMISSION JOINT WORK SESSION
MONDAY, MARCH 25, 2024
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN AVE
3:00 P.M.

MINUTES

1. Call to Order

Mayor Daggett called the joint meeting of the Flagstaff City Council and Water Commission held March 25, 2024, to order at 3:05 p.m.

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 work session, 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 or Commission members may be in attendance through other technological means.

COUNCILMEMBERS PRESENT:	COUNCILMEMBERS ABSENT:
MAYOR DAGGETT	COUNCILMEMBER HARRIS
VICE MAYOR ASLAN	
COUNCILMEMBER HOUSE (virtually)	
COUNCILMEMBER MATTHEWS	
COUNCILMEMBER MCCARTHY (arrived at 4:38 p.m.)	
COUNCILMEMBER SWEET	

COMMISSION MEMBERS PRESENT:	COMMISSION MEMBERS ABSENT:
CHAIR RIEGELMAN	
VICE CHAIR NAUMAN (virtually)	
COMMISSIONER ALTER (virtually)	
COMMISSIONER BILLS	
COMMISSIONER DILDAY	
COMMISSIONER LOVERICH	
COMMISSIONER VANE	

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

3. Pledge of Allegiance, Mission Statement, and Land Acknowledgement

The Council, Commission, and audience recited the pledge of allegiance, Vice Mayor Aslan read the Mission Statement of the City of Flagstaff, and Councilmember Sweet read the 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. Water Rate Design Alternatives Workshop - Direction on Water, Wastewater and Reclaimed Water Rates

Water Services Manager Erin Young introduced Water Services Management Analyst Lisa Deem, Public Affairs Director Sarah Langley, and Carol Malesky with Stantec who provided a PowerPoint presentation.

WATER, RECLAIMED WATER, & WASTEWATER COST-OF-SERVICE STUDY --WATER RATE DESIGN
AGENDA
RATE STUDY OUTREACH UPDATE
OUTREACH UPDATE -- INDIVIDUAL MEETINGS
OUTREACH UPDATE -- EMAILS
EMAIL COMMUNICATION
OUTREACH UPDATE -- PRESS RELEASES
OUTREACH UPDATE -- WEBSITE
OUTREACH UPDATE -- WEBSITE FEEDBACK
MATERIALS & ADVERTISING
KIOSKS & BANNERS
UPCOMING OUTREACH -- APRIL & MAY

Councilmember Matthews noted that while focus group feedback was positive, email respondents expressed more concern. She questioned whether participants had seen the actual rate structure, and staff confirmed they had not. Councilmember Matthews cautioned that feedback may change once people understand the financial impact, suggesting it was misleading to call the feedback entirely positive without that context. Staff responded that they had shared some rate structure concepts and had communicated that the potential impacts could be significant.

JOIN US & SPREAD THE WORD
SCOPE OVERVIEW
THE RATE STUDY PROCESS
HOW MUCH: REVENUE REQUIREMENTS FY 2024 VS. FY 2025
REVENUE REQUIREMENTS FY 2024 -- FY 2025
FROM WHOM: CUSTOMER CLASS COST RECOVERY FY 2025 -- RESIDENTIAL
FROM WHOM: CUSTOMER CLASS COST RECOVERY FY 2025 -- NON-RESIDENTIAL

Councilmember Matthews asked what the 9.6 million entailed on the 2024 CIP list. Water Services Director Shannon Jones stated that it was for the waterline replacement on Switzer and Soliere. Councilmember Matthews asked if they would break ground that year to which Mr. Jones responded yes.

CURRENT RATE STRUCTURE
CUSTOMER USAGE TRENDS

Commissioner Nauman asked what the overall effect did it have on the needed capacity of the system. Ms. Malesky stated that the peaking had already impacted the system, it was designed to handle the peak capacities, but the operating cost could be impacted by the peaks.

COST OF SERVICE (COS) RESULTS -- FOR REFERENCE

Mayor Daggett asked if they were required to change the rate by the same percentage for each user.

Ms. Malesky explained that rate increases did not have to be applied equally across all user classes. Each class could have different rate changes based on how they drive system costs. While it is technically possible to shift cost burdens between user groups, doing so was not recommended because it would deviate from a cost-of-service approach and could result in subsidization or inequity.

RATE DESIGN PRIORITIES
REVENUE STABILITY THROUGH A FIXED CHARGE
25% REVENUE RECOVERY THROUGH BASE CHARGE -- OPTION 1
DISTRIBUTION OF HOUSEHOLDS FROM CENSUS DATA
OPTION 1 + CHANGE IN RESIDENTIAL TIER RATIOS -- OPTION 2
OPTION 2 + CLASS COMBINATION -- OPTION 3

There was a question on whether simplifying rate classes truly helped administratively, since water and wastewater still used different sets of customer classes, which required the city to track both systems separately. Ms. Malesky stated that it was a complexity, but the simplification still brought benefits. For wastewater, they were reduced to three non-residential classes but could not justify the same for water due to differences in service use. Staff confirmed that customers such as car washes, already fell into different classes for water and wastewater, and staff were accustomed to managing that. Consolidation helped with public records compliance, and removing individual company identifiers allowed data to be more easily aggregated.

There was concern that multifamily residents who often had lower per capita water use and possibly less ability to afford increases, may face higher rate hikes than single-family homes. Ms. Malesky shared that although per capita use was lower (41 gallons vs. 60 gallons with landscaping), the multifamily bill was spread across units, making the impact less severe. Landscape water was clarified as partially counted in multifamily totals.

It was also noted that in Option 1, Tier 1 water pricing was actually higher than in other options, even though the tier price ratio was lower in higher tiers for those other options. Staff confirmed this was due to needing to meet the same revenue requirement across all tiers. Tier 4 or high usage, consisted of single-family homes using over 11,500 gallons per month, primarily due to irrigation or summer use. The number of customers in Tier 4 was not large, but cost recovery was significant due to peak demand.

OPTION COMPARISON -- FIXED CHARGE
OPTION COMPARISON -- VOLUME CHARGE (PER 1,000 GALLONS)
WATER COS AVERAGE BILL IMPACTS FOR RATE OPTIONS 1-3

Councilmember Matthees shared that she had a 21-unit extended stay hotel and their monthly water usage was around 70,000 gallons and expressed concern that larger hotels and motels likely used much more. Staff stated that commercial averages were based on account-level data, not by unit count, and included a wide range of businesses, from high-usage hotels to low-usage commercial properties, so the averages may not reflect specific cases.

It was questioned whether using a 1-inch meter in the calculator as the average was realistic, especially for commercial buildings like medical offices, which often required larger meters. A recent example was described where a medical office building had to upgrade from a 2-inch to a 3-inch meter to meet code requirements, even though the building had relatively low water volume use. The concern was that the assumptions used in rate modeling may not accurately reflect real-world conditions and that meter size and category impacts should be carefully considered in the analysis.

CONSIDERATION OF RECLAIMED WATER RATES

The Council and Commission discussed reclaimed water rates with focus on costs, values, and long-term strategy for managing the increasingly critical water source.

Director Jones began by explaining the concept of a main extension, noting that when a new reclaimed water line must be extended to serve a property, the city initially carried the cost. However, that cost was recaptured through a higher rate charged to the customer over time. If no extension was required, and the property connected near an existing line, only the standard rate applied.

From there, the conversation turned to the broader rate structure for reclaimed water, which was currently set at 35% of the potable water rate. Some members questioned whether that percentage still accurately reflected the true cost or value of reclaimed water, especially given water scarcity concerns in the region. One suggestion was to consider a modest increase, such as 36%, to begin signaling to users that reclaimed water was a valuable resource with growing significance in Flagstaff's water future.

The discussion also examined the discounted rate for off-peak users, especially golf courses. While the lower rate had been justified in the past due to the investment by these users in water storage infrastructure, members questioned whether the benefits to the users themselves might outweigh the benefits to the city, and whether that still warranted a reduced rate. Financially, reclaimed water was managed as a separate fund from potable and wastewater services. Staff clarified that the current rates covered operations, but the fund could not support large capital projects, such as pipeline upgrades, without adjustments. In recent years, the city has downsized some of those projects to stay within the constraints of available reclaimed water revenue. Staff explained that no potable or wastewater revenue was used to subsidize reclaimed water, although in past forecasts, there were indications of potential shortfalls when large capital investments were considered.

Looking ahead, multiple members emphasized that reclaimed water would play a major role in Flagstaff's long-term water strategy, including possible direct potable reuse. With around 50% of reclaimed water currently not purchased or used, but instead discharged into the environment, some members felt it would be difficult to justify significant price increases now, particularly when much of the supply is essentially free flowing. Other members urged caution against making any rate adjustments without a data-driven analysis. The original 35% rate, while once considered a rough estimate of cost, was never based on a detailed cost-of-service study. Members voiced concerns about replacing one arbitrary number with another, and stressed the need for factual, structured decision-making going forward.

It was agreed that water was water and that all water, whether potable or reclaimed, should be treated as a finite and increasingly valuable resource. Reclaimed water, especially when used for irrigation, was often lost to transpiration and did not return to the system, unlike potable water, which was typically treated and reused. This distinction could eventually factor into pricing models and policy decisions.

Given the complexity of the topic, and the lack of full data available, the consensus was to postpone any final decision on reclaimed water rates. Staff proposed bringing the topic back to Council on April 2, 2024, with more detailed financial data, rate structure options, and a deeper dive into long-term capital planning and cost recovery models.

WASTEWATER -- DISCUSSION OF OPTIONS
COUNCIL DIRECTION

The Council and Commission discussed the options presented to them. With regard to wastewater rate changes, one of the major shifts in the proposed wastewater rate structure was how the strength of the wastewater was accounted for. Previously, the entire charge was volume-based, with no clear surcharge for strength. Under the new approach, strength was now directly factored into the rate. This change was built into both Option 2 and Option 3, which introduced a 25% fixed charge component designed to support revenue stabilization.

Option 3 received broad support from both Council and Commissioners. It consolidated certain customer categories based on similar wastewater strength profiles, making the rate structure simpler and easier to administer. Staff confirmed that the consolidation would reduce administrative workload and improve customer service by making billing more straightforward. While a few members expressed flexibility between Options 2 and 3, the majority favored Option 3.

Moving on to the water rate structure, several Councilmembers expressed frustration that the proposed options did not include tiered rates for non-residential customers, which they had been discussed in prior meetings. Tiered rates were widely recognized as one of the most effective tools for encouraging conservation. Staff responded that they had explored tiered rate options for non-residential customers. However, due to the wide variation in usage patterns across commercial accounts, they found it difficult

to define tiers that would be both fair and functional. Options such as tiering by meter size or by demand profile were explored, but none offered a clear path forward. Staff acknowledged that while many other communities use tiered commercial rates, those communities often had simpler or smaller user classes. The city's water conservation program and planned rate increases would likely drive some level of conservation regardless. The Council and Commission encouraged staff to revisit the possibility of non-residential tiering in future rate studies, suggesting a comparison with other cities to identify potential paths forward.

There was also discussion about how residential water tiers were structured in the current proposals. One member voiced concern that the rate for Tier 3 users with the highest water consumption had a lower cost multiplier (1.8x) than in the current system (2.0x), which potentially reduced the incentive for high-use households to conserve. Staff explained that the Tier 3 rate was derived from a cost-of-service analysis, which included both base and capacity costs. However, they acknowledged that if Council preferred, the structure could be adjusted so long as the overall revenue target remains the same. Council requested that staff model the alternatives and present them at the next meeting.

The discussion also focused on the strategic importance of reclaimed water and the need to plan for major infrastructure investments, such as a future revamp of the sewage treatment plant. Those items were identified as longer-term issues that would require further discussion and planning over the coming year. The status of the water and wastewater utilities as enterprise funds was reaffirmed and supported.

Staff committed to bringing revised rate calculations, including potential adjustments to residential tier multipliers, back to Council at the April 2, 2024, meeting. The Notice of Intent to change rates was scheduled for April 16, 2024. Commissioners indicated they would be ready to provide public comment or written input once the revised information was available.

The council and commissioners moved to a discussion about clarifying which rate structure option they collectively preferred, and what direction to give staff moving forward.

One option suggested was to take Options 2 and 3 and recalculate them using a Tier 3 price ratio of 2.0 instead of 1.8. The goal was to increase the price signal for high-volume water users while lowering the rate for Tier 1 to maintain the same total revenue. There were concerns voiced about that approach because increasing the Tier 3 rate could unintentionally penalize larger families who may be water-efficient but still use more water due to household size. She recognized that many of those families might be low-income, and thus the proposed change could be regressive.

Staff explained how they had already adjusted the current tiered structure to narrow the gap between tiers, in order to avoid disproportionately impacting larger households or those with shared living situations. They described their methodology, which involved modeling indoor water use for average household sizes, and how tier thresholds were designed to account for those realities while still promoting conservation through higher-tier pricing for outdoor or peak usage.

After discussion, multiple members expressed their preference for Option 3, with the understanding that staff would run a revised model showing what it would look like if the Tier 3 multiplier were increased to 2.0. It was suggested that they could review the updated figures at the next meeting and adjust their positions if needed. There was a desire to see more data on how the proposed changes would affect real customers.

Another idea was suggested which was to collapse Tiers 1 and 2 into a single tier, to create a three-tier system instead of four. The reasoning was that it might further reduce the penalty on larger or multi-person households. Staff explained that they had already analyzed that approach and ultimately decided against it because it would significantly reduce the price signal for conservation. With many users in the current Tier 2, expanding Tier 1 to cover them all would stifle conservation efforts. Staff agreed to bring the analysis forward at the next meeting as well, though there was not a consensus to pursue that option.

Mayor Daggett confirmed that there was consensus in favor of Option 3 for both wastewater and water volume rates. Staff would return on April 2, 2024, with recalculated versions using a Tier 3 multiplier of 2.0. Once the revised figures were reviewed, the Council and Commission would have a chance to

finalize their recommendations. Staff also noted that a public rate calculator would be rolled out, allowing residents to estimate how the proposed rates would affect them directly.

5. Adjournment

The Joint Meeting of the Flagstaff City Council and Water Commission held March 25, 2024, adjourned at 5:38 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL REGULAR MEETING
TUESDAY, MARCH 19, 2024
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN AVE
3:00 P.M.

MINUTES

1. CALL TO ORDER

Mayor Daggett called the meeting of the Flagstaff City Council held March 19, 2024, to order at 3:05 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. ROLL CALL

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

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

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

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

The Council and audience recited the pledge of allegiance, Councilmember House read the Mission Statement of the City of Flagstaff, and Councilmember Harris read the 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. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

A. **Consideration and Approval of Minutes**: City Council Regular Meeting of June 20, 2023, Regular Meeting of July 3, 2023, Regular Meeting of August 28, 2023, Regular Meeting of September 5, 2023, Work Session of September 12, 2023, Regular Meeting of September 19, 2023, Regular Meeting of October 3, 2023, Retreat of October 12, 2023, Regular Meeting of October 17, 2023, Joint Work

Session of October 23, 2023, Regular Meeting of November 7, 2023, Regular Meeting of November 21, 2023, Special Meeting (Executive Session) of January 9, 2024, Special Meeting (Executive Session) of January 16, 2024, Special Meeting (Executive Session) of January 23, 2024, Special Meeting (Executive Session) of February 6, 2024, Special Meeting (Executive Session) of February 20, 2024, and Special Meeting (Executive Session) of February 27, 2024.

Moved by Councilmember Khara House, **seconded by** Councilmember Lori Matthews to approve the minutes of the City Council Regular Meeting of June 20, 2023, Regular Meeting of July 3, 2023, Regular Meeting of August 28, 2023, Regular Meeting of September 5, 2023, Work Session of September 12, 2023, Regular Meeting of September 19, 2023, Regular Meeting of October 3, 2023, Retreat of October 12, 2023, Regular Meeting of October 17, 2023, Joint Work Session of October 23, 2023, Regular Meeting of November 7, 2023, Regular Meeting of November 21, 2023, Special Meeting (Executive Session) of January 9, 2024, Special Meeting (Executive Session) of January 16, 2024, Special Meeting (Executive Session) of January 23, 2024, Special Meeting (Executive Session) of February 6, 2024, Special Meeting (Executive Session) of February 20, 2024, and Special Meeting (Executive Session) of February 27, 2024.

Vote: 7 - 0 - Unanimously

5. 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.

Phil Goldblatt addressed Council in support of the Flagstaff First petition, urging a shift in the Carbon Neutrality Plan to focus on local threats like wildfires and flooding. Flagstaff's emissions are minimal, the 2030 goals were unrealistic, and broader CO? reduction must occur at national levels. A 2050 timeline is more practical, and voluntary clean energy efforts were preferred over drastic changes.

Nadine Hart addressed Council with concerns about teachers not being able to afford to live in Flagstaff. There would continue to be issues with educating children if something is not done.

Housing Program Manager Adriana Fisher addressed Council and shared that the City had launched a new webpage (www.flagstaff.az.gov/4916/homesharing-resources.com) that highlighted Home Sharing resources as part of the 10-Year Housing Plan, specifically Strategy 3.4. Home Sharing involved homeowners renting extra space to individuals needing housing, benefiting both parties through income, affordable rent, and potential help with chores.

Tom Pearson addressed Council and spoke in support of the Flagstaff First petition. He stated that it would restore previously approved policies that prioritized both climate mitigation and adaptation. The current Carbon Neutrality Plan focused too narrowly on mitigation, leaving out critical adaptation strategies to address wildfires, flooding, and drought.

Dennis Givens addressed Council and read passages from the United States Constitution.

BJ Dempsey addressed Council in support of the Flagstaff First petition. He highlighted the urgent threat of wildfire, flooding, and drought, citing a recent study estimating $2.8 billion in potential wildfire damage. The petition did oppose climate action but sought to ensure the Carbon Neutrality Plan also

addresses local risks. Protecting forests is vital, and their loss would set back climate goals.

James Schweikert addressed Council and warned against focusing solely on carbon neutrality. Hawaii prioritized carbon goals over managing wildfire risks like biomass buildup, which contributed to the disaster in Lahaina. A balanced approach that included both climate adaptation and mitigation was needed. For the safety of residents and businesses, the Flagstaff First petition should be accepted to prioritize wildfire, flooding, and drought in the Carbon Neutrality Plan.

6. COUNCIL LIAISON REPORTS

Councilmember Sweet reported that Mountain Line did a great job recognizing and celebrating their employees for Transit Worker Appreciation Day. She also shared that the Water Commission would be meeting to discuss the water rate study.

Councilmember McCarthy reported that he attended the Pedestrian Advisory Committee meeting.

Councilmember Matthews also recognized Mountain Line for their support of their employees. She reported that the annual Audit Committee was the prior week, and they reviewed the annual audit statements. She was proud to report that the city continued to receive the highest qualifications in the audit report. She thanked everyone who contributed to the financial reporting and accounting.

7. APPOINTMENTS

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

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

Moved by Councilmember Deborah Harris, **seconded by** Councilmember Khara House to appoint CJ Lucke to a term expiring December 2026.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Khara House to appoint Megan Weller to a term expiring December 2026.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Khara House, **seconded by** Councilmember Miranda Sweet to appoint Carlton Johnson to a term expiring December 2025.

Vote: 7 - 0 - Unanimously

8. 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.

A. **Consideration and Action on Liquor License Application:** Catherine Marie Gomes, "Family Dollar #24029," 3494 E. Route 66, Series 10 (beer and wine store), New License.

Mayor Daggett opened the public hearing.

Sergeant Nick Almendarez introduced the application and noted no concerns.

There being no public comment, Mayor Daggett closed the public hearing.

Moved by Vice Mayor Austin Aslan, **seconded by** Councilmember Khara House to forward the application to the State with a recommendation for approval with the amendment provided by the applicant that no single serving mini bottles will not be provided at this location.

Vote: 7 - 0 - Unanimously

9. 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.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Miranda Sweet to approve the Consent Agenda as presented.

Vote: 7 - 0 - Unanimously

A. **Consideration and Approval of Contract Ratification:** Ratify the Agreement between the Department of the Army and the City of Flagstaff to provide federal funds for Design and Construction Assistance for the Downtown Flood Lateral Tunnel Project.

Ratify the Agreement with the Department of the Army to provide $1,200,000 in federal funds to the City of Flagstaff for Design and Construction Assistance for the Downtown Flood Lateral Tunnel Project.

B. **Consideration and Approval of Grant Agreement:** Grant Agreement between the City of Flagstaff and the Arizona Department of Transportation (ADOT) for the construction of a Snow Removal Equipment Building (SREB), Phase 1 Site Preparation.

Approve Grant Agreement with the Arizona Department of Transportation for the Airport Snow Removal Equipment Building, Phase 1 Site Preparation, in an amount not to exceed $217,304 as a matching grant.

C. **Consideration and Approval of Cooperative Purchase Contract:** With Continuant, Inc. in an amount not to exceed $100,000 for Microsoft Teams calling migration, equipment, licensing, and support/maintenance.

1. Approval of a Cooperative Purchase Contract with Continuant, Inc. in an amount not to exceed $100,000 for Microsoft Teams calling migration, equipment, licensing, and support/maintenance; and
2. Authorize the City Manager to execute the necessary documents.

D. **Consideration and Approval of Contract Amendment:** Approval of a contract amendment for the City Attorney effective March 5, 2024.

Approve City Attorney Contract Amendment adding one week (5 days) of vacation leave per year for a total of 28 days.

E. **Consideration and Approval of Contract:** Cedar Avenue Culvert Improvement Project, a grant agreement between the Arizona Department of Emergency and Military Affairs (DEMA) and the City of Flagstaff.

Approve the grant agreement with the Arizona Department of Emergency and Military Affairs (DEMA) for the award of the Cedar Avenue Culvert Improvement Project, a FEMA HMGP grant (HMGP DR-4524-011-07R) for a total project cost of $1,950,495, with a Federal share of $990,000 and a City share of $960,495.

F. **Consideration and Approval:** Letter of Support for the AZ Healthy Tomorrow Initiative

Approve the Letter of Support

10. ROUTINE ITEMS

A. **Consideration and Approval of Contract Ratification:** Partially Ratify the GMP (Guaranteed Maximum Price) 1 for the Pre-cast box culvert for the Schultz Creek Drainage Improvements at US HWY 180 to J. Banicki Construction valued at $611,398.90. The remaining total value of Banicki's proposal is $7,224,422.12, this is the first GMP for the Highway 180 culvert project with a full value at $7,835,821.02 for Construction Phase Services. In addition to GMP 1, a contract amendment for Design Phase utility locating services in the amount of $46,847.47 to Banicki Construction is also attached.

Mr. Clifton along and Stormwater Manager Ed Schenk shared that the Council was being asked to ratify a $61,069 purchase for a box culvert that was ordered ahead of time to ensure it could be fabricated and delivered in time for installation before the monsoon season. The early purchase was made to help avoid construction delays and reduce flood risks, and while it was slightly out of the typical approval sequence, such actions were occasionally necessary, especially during Council recesses, to keep critical projects on track.

The culvert was part of a larger construction contract totaling just over $7 million, awarded to Banicki Construction. The entire project was funded through an $8.99 million state appropriation received last year and covered both the Highway 180 culvert installation and regional detention basin maintenance.

City staff, ADOT, Coconino County, and other partners, were holding weekly technical advisory meetings to ensure the project progressed efficiently. The goal was to complete the work by July 1, 2024, well ahead of peak monsoon activity, to enhance community flood resilience.

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Jim McCarthy to approve partial ratification of the GMP 1 for the Pre-cast box culvert procurement for the Schultz Creek Improvements at US HWY 180 to Banicki Construction valued at $611,398.90, approve the remaining value equaling $7,224,422.12 of Banicki's proposal Construction Phase GMP 1 full value equaling $7,835,821.02, approve ratification of the Design Phase utility locating contract amendment with Banicki Construction for the project in the amount of $46,847.47, and authorize the City Manager to execute the necessary documents.

Vote: 7 - 0 - Unanimously

B. **Consideration and Adoption of Ordinance No. 2024-08:** An ordinance amending the Flagstaff City Code, Chapter 1-14, Personnel System by amending the Employee Handbook of Regulations, Section 1-70-030 Retiree Insurance; providing for repeal of conflicting ordinances, severability, authority for clerical correction, and establishing an effective date.

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Miranda Sweet to read Ordinance No. 2024-08 by title only for the final time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, CHAPTER 1-14, PERSONNEL SYSTEM, BY AMENDING THE EMPLOYEE HANDBOOK OF REGULATIONS, SECTION 1-70-030 RETIREE INSURANCE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Miranda Sweet to adopt Ordinance No. 2024-08.

Vote: 7 - 0 - Unanimously

C. **Consideration and Adoption of Ordinance No. 2024-07:** An ordinance of the Council of the City of Flagstaff, Coconino County, Arizona (1) providing for sale and issuance of City of Flagstaff, Arizona General Obligation Bonds and General Obligation Refunding Bonds, in one or more series, and for the annual levy of a tax for the payment of the bonds; (2) approving the form and authorizing the execution and delivery of necessary agreements, instruments and documents related to the sale and issuance of the bonds; (3) delegating authority to the Mayor and Management Services Director of the City to determine certain matters and terms with respect to the foregoing as well as certain matters with respect to the bonds being refunded with the proceeds of the sale of the bonds; and (4) authorizing the taking of all other actions necessary to consummate the transactions contemplated by this ordinance and ratifying all actions taken to further this ordinance.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Khara House to read Ordinance No. 2024-07 by title only for the final time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE COUNCIL OF THE CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA (1) PROVIDING FOR THE SALE AND ISSUANCE OF CITY OF FLAGSTAFF, ARIZONA GENERAL OBLIGATION BONDS AND GENERAL OBLIGATION REFUNDING BONDS, IN ONE OR MORE SERIES, AND FOR THE ANNUAL LEVY OF A TAX FOR THE PAYMENT OF THE BONDS; (2) APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF NECESSARY AGREEMENTS, INSTRUMENTS AND DOCUMENTS RELATED TO THE SALE AND ISSUANCE OF THE BONDS; (3) DELEGATING AUTHORITY TO THE MAYOR AND MANAGEMENT SERVICES DIRECTOR OF THE CITY TO DETERMINE CERTAIN MATTERS AND TERMS WITH RESPECT TO THE FOREGOING AS WELL AS CERTAIN MATTERS WITH RESPECT TO BONDS BEING REFUNDED WITH THE PROCEEDS OF THE SALE OF THE BONDS; AND (4) AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO CONSUMMATE THE TRANSACTIONS CONTEMPLATED BY THIS ORDINANCE AND RATIFYING ALL ACTIONS TAKEN TO FURTHER THIS ORDINANCE

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Deborah Harris to adopt Ordinance No. 2024-07.

Vote: 7 - 0 - Unanimously

D. **Consideration and Approval of Audited Financial Reports:** Year ending June 30, 2023

Finance Director Brandi Suda introduced the city's auditors Michael Lauzon, who provided a PowerPoint presentation that covered the following:

PRESENTATION OF THE CITY OF FLAGSTAFF ANNUAL AUDIT FOR THE FISCAL YEAR ENDED JUNE 30, 2024
AUDIT REQUIREMENTS
IMPORTANCE OF THE AUDIT
AUDIT PROCESS
AUDIT METHODOLOGY
REPORTS ISSUED
FINANCIAL AUDIT HIGHLIGHTS -- ACFR
SINGLE AUDIT HIGHLIGHTS

Mayor Daggett asked if the federal programs were chosen randomly. Mr. Lauzon stated that the federal government required programs over $750,000 to be tested at least once every three years. There were additional programs where the federal government had designated them as high risk and then those programs were required to be tested every year that they go over $750,000 such as the corona virus relief funds which were not a major program in 2023 because they did not exceed that limit.

Council expressed their appreciation to everyone involved for their work.

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Deborah Harris to approve the FY 2022-2023 Annual Comprehensive Financial Report and the FY 2022-2023 Single Audit Report.

Vote: 7 - 0 - Unanimously

E. Consideration and Adoption of Resolution No. 2024-05 and Ordinance No. 2024-03: A resolution of the City Council of the City of Flagstaff, Coconino County, Arizona, declaring as a public record that certain document filed with the City Clerk entitled "PZ-23-00136 - Residential Uses in the Public Facility (PF) Zone" and an ordinance of the City Council of the City of Flagstaff, Coconino County, Arizona, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code, to allow residential uses (single-family, duplex, and multi-family dwellings) as a permitted **or conditional** use in the Public Facility (PF) zone.

Zoning Code Manager Tiffany Antol addressed Council and stated that after receiving community feedback following the first read of the ordinance, an alternative amendment was formulated that would change certain residential uses from being outright permitted to requiring conditional use permits. Both options, the original permitting approach and the new conditional use permit option, were available for consideration. The amendment stemmed from a strategy in the Housing Plan to explore such changes. Ms. Antol noted plans to streamline the conditional use permit process to address public concerns and improve overall development case handling. Additionally, a related resolution, primarily supporting the original draft, was discussed but could apply to either option, though it may be less relevant if the alternative was chosen.

Councilmember Harris asked how the CUP concept was added to the conversation. Ms. Antol explained that the conditional use permit option was added after discussions with community members and Council, in response to concerns about properties in the PF Zone that are not city-owned. CUPs provide an added layer of public review through a Planning and Zoning Commission hearing, offering more oversight for non-city sites. While entities like FUSD, NAU, or the Forest Service are not strictly required to follow city zoning, they often chose to engage in the process, especially when working on non-exempt projects like housing. CUPs could be a useful tool for collaboration and oversight in those cases, particularly when shared resources like water and sewer services were involved. The Council also retained the right to appeal any Planning and Zoning decisions within ten days.

Councilmember McCarthy expressed concern about the possibility of large-scale developments similar in size to The Hub without proper public review. He supported requiring a CUP to ensure public input and oversight. Although splitting the PF zone into two zones was considered, it was deemed impractical due to the extensive public process it would require. CUPs were a practical alternative for maintaining transparency and public involvement.

Mayor Daggett shared that she had heard concerns about parks being rezoned for housing. Ms. Antol, along with Parks, Recreation, Open Space, and Events Director Rebecca Sayers, explained that the intent was not to redevelop or repurpose existing parks for housing or other non-park uses. While many parks fell within the PF zoning district, the proposed changes were designed to provide additional safeguards. The CUP added a formal review process governed by code, while the resolution reinforced the intent to protect parklands and amenities. Although future Councils could make different decisions, those safeguards reflected the current commitment to preserve park space for public use.

Councilmember Sweet shared that she supports the CUP process and the additional layer of community involvement it added.

Councilmember Matthews asked about the language in the resolution around "affordable housing." Her concern was whether the term referred strictly to the technical definition based on 80% AMI or lower, or more broadly to include workforce and market-rate housing that still met local needs. Ms. Antol explained that the resolution was intentionally broad to prioritize the development of affordable housing at a range of income levels, not just those eligible for zoning code incentives. That would allow Council flexibility to determine the appropriate income brackets based on current housing market conditions and community needs. The resolution also excluded core city functions such as

existing parks, planned parks, open space, and land used for operations from being considered for housing development. The goal was to identify city-owned land not needed for other uses and assess its potential for future housing, keeping options open for both lower-income and workforce-level housing, depending on changing circumstances.

There was concern about requiring CUPs for public institutions like NAU, FUSD, CCC, and the County, and whether it might unnecessarily burden or discourage them from building housing for their own employees or students. Adding a CUP process could create conflict or pit groups against each other, particularly if neighbors oppose a specific project.

Staff explained that the original proposal allowed those uses by right, but CUPs were added in response to community feedback that asked for more transparency and oversight. While that feedback was not significant in volume, it came from respected sources across diverse perspectives. CUPs offered a measured way to move forward without blocking development and allow flexibility and public processes. For public entities going through the CUP process, the goal was to shift the review to before full architectural plans were submitted to reduce upfront costs and streamline the process. CUPs involved a public hearing and notice to surrounding property owners, but did not carry the same weight as a rezoning. They were intended to vet and potentially mitigate impacts, not to change what was already allowed by zoning.

Concerns about building height limits were also raised. While 60 feet was the maximum in PF zoning, most developments did not reach that height. Staff explained that height limits were part of achieving future housing density, and unless a change was made for all uses in the PF zone, those limits remained. CUPs could not arbitrarily reduce allowed height unless it directly relates to mitigating specific impacts.

There was also discussion about whose voices were being heard during public input, those who already had housing versus those who were struggling to find it. It was imperative that the voices of low-income and working-class residents who were most affected by the housing crisis were heard.

The following individuals spoke in support of the amendments:

- Michele James
- Anthony Garcia
- Tyler Denham

The following comments were received:

- In reviewing the city's map and list of PF zone lands, they find very few city-owned parcels suitable for housing.
- The main beneficiaries of allowing residential use by right in PF zones would be private landowners with large vacant or semi-vacant parcels.
- The amendment, as originally proposed, lacked sufficient oversight and guardrails to ensure meaningful community engagement in future development decisions.
- Community oversight is critical to protecting city parks that could be vulnerable and ensure affordable workforce housing is prioritized.
- Support the addition of a CUP requirement, to allow the public to give input via the Planning and Zoning Commission and restore a basic level of public oversight.
- Also adopt Resolution 2024-01, which outlines the city's intent to prioritize affordable workforce housing on city-owned lands.
- A CUP is needed to maintain a checkpoint for oversight and review, especially as zoning processes are bypassed.
- No one should feel displaced or excluded by new development.
- City-owned land is only part of the picture at 40%, and the remaining 60% is in private or partner hands, which means less control.
- Ongoing leadership and community engagement are essential, city officials must actively communicate expectations to non-city landowners.
- The CUP is a reasonable compromise that gives residents a voice in future developments.
- Flagstaff is experiencing a severe housing crisis.
- Allowing residential in PF zones is aligned with the goals of Flagstaff's 10-Year Housing Plan,

which was developed with significant public engagement.
- Apartments are essential for people without the financial means to purchase a home.
- Blocking apartment development blocks access for lower-income and working-class residents.

Hayley Zoroya submitted a written comment in support of the amendments.

The following individuals spoke in opposition to the amendments:

- Nadine Hart
- Patrick J. Conley
- Michael Collier
- Rose Houk
- Debra Block
- Karen Enyedy
- Duffie Westheimer

The following comments were received:

- Poor people are often not asked what they need or want, they want housing, not necessarily new developments.
- Rezone areas around schools to better utilize existing housing.
- Many existing homes near schools sit vacant, the problem is not the lack of housing, but how it's being used.
- Large apartment complexes for low-income residents or teachers are inferior housing solutions.
- Instead of building new, the city should rethink and repurpose what already exists.
- Do not displace local residents for the sake of profitable high-rise developments.
- Preserving Flagstaff as a home for its residents rather than turning it into a resort destination.
- Center zoning decisions around the needs of existing residents.
- The current code you have gives more protection, but CUPS are a big drop down from a zoning change.
- You will lessen the protection of potential public lands including parks.
- The city cannot solve the problem of affordable housing.
- Do more research and take a closer look at this, once you back off and lose protections you will never get it back again.
- Concerned that the zoning change is being driven by staff convenience, rather than public interest.
- While only a couple of parcels are currently being considered, there are 180 more parcels zoned (PF) that could be affected in the future.
- The proposed zoning change shifts control from the public to negotiations between the city and developers, reducing public input.
- bypassing traditional zoning commission processes removes essential community oversight.
- Adding a CUP is not a sufficient safeguard, it does not cover the full scope of zoning concerns.
- Reconsider the broader implications to allow residential uses without traditional input and process.
- Proposition 207 could prevent future councils from reversing the changes in the future, as it might be seen as reducing landowners' property value.
- Residents will be shut out of having a meaningful voice in the process.
- The amendment is a sweeping change that the public is unaware of.
- Allowing residential development in PF zones goes against the original intent of preserving public spaces.
- Concerned about potential high-rise residential developments in these areas.
- Waiting for a CUP review is too late in the process to provide effective public input.
- I support prioritizing affordable housing but is no clear guarantee of who will benefit given the vague language about income levels as determined by current needs.
- A CUP cannot guarantee to prevent misuse of public lands.
- The growing number of short-term rentals and second-home mortgages are contributing to housing challenges.
- Outside of downtown revitalization, new developments often conflict with community values.
- This is less a commitment to affordable housing and more a threat to public space, especially without community input.

- The new zoning proposal strikes out language from the PF zone code that originally aimed to preserve and encourage public lands.
- The change is likely to result in more unaffordable housing rather than truly affordable options.
- There have been past issues where what was promised in development did not match what was actually built.
- Preserve the current lifestyle and character of Flagstaff, do not to replace it with large five-story apartment buildings.
- The city and nonprofits can fund and manage affordable housing projects themselves without relying on private developers.
- Large developments are not designed with local residents in mind.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Deborah Harris to recess into Executive Session for legal advice.

Vote: 7 - 0 - Unanimously

Council recessed into Executive Session from 5:04 p.m. through 5:23 p.m.

Councilmember House thanked everyone for their engagement and work on the amendment. She shared that she recently stayed in a hotel that had once been luxury apartments built in the 1930s. It highlighted how societal perceptions of housing needs and desirability changed over time and demonstrated the importance of flexible and thoughtful planning. She was concerned that the current conversations about affordable housing were too focused on what the poorest residents "deserve," rather than considering the full range of community needs. She felt that the proposed amendment, represented a holistic and collaborative effort to address those needs along with open space and community values, without setting them in competition with each other. She expressed her support for maintaining community input in development decisions and recognized the voices of those who advocate for protecting public land, but she noted that many people most affected by housing challenges were often absent from the conversations due to barriers in access and participation. She believed that through thoughtful integration of green spaces, historic character, and inclusive development, the city could evolve while remaining rooted in its values.

Councilmember Matthews stated that there was significant value in affordable apartments and other housing, particularly to those who were moving through transitional housing. She noted that there was no single solution or group who could solve the housing crisis alone. It required creative, community-wide efforts, including unconventional living arrangements like shared housing situations. She expressed concern about how a small number of vocal individuals could influence decisions that may not reflect the broader community, especially those who were less likely to speak out or know how to engage in the process. She expressed her support for the inclusion of a CUP requirement, which would provide an added layer of public oversight. She was confident that city land needed for core functions, including existing and future parks, would not be used for housing development. Her intent was to support the zoning amendment with the CUP and resolution included.

Councilmember McCarthy shared that he had concerns that CUPs would not adequately protect the city from possibilities.

Councilmember Sweet stated that she believed the amendment would move the city in a positive direction and she would support it with the addition of the CUP.

Councilmember Harris offered that housing was a human right and urged the community to prioritize people over fear-driven narratives. She addressed misinformation, such as the claim that all parks in Flagstaff would be handed over to developers for luxury apartments, and cautioned against letting fear tactics influence public decisions. Solutions must come incrementally, one project at a time. While she personally disagreed with requiring a CUP, she would support the ordinance including the CUP as a compromise and commitment to advancing housing goals and solutions.

Councilmember McCarthy shared that one of the big issues when he ran for Council was the Hub, a 60-foot building, and he did not feel that he could support a measure that would in effect allow that tall of a building to be put almost anywhere.

Mayor Daggett expressed gratitude to city staff and Council for their responsiveness to public concerns and their commitment to addressing Flagstaff's housing and climate emergencies. Progress on housing would happen incrementally, one decision at a time, and she acknowledged the deeply personal and often heartbreaking stories shared by residents struggling to stay in the community. It was important to maintain Flagstaff as an inclusive place that valued long-term residents, local schools, and nonprofits, rather than becoming a second-home community. She acknowledged public concern about protecting parks and appreciated that protections for existing and future parks were included in the proposal. She supported that use of CUPs as a way to maintain public involvement in development decisions. Because the plan supported affordable housing, protected parks, and incorporated public process through the CUP, she would support the proposal with the CUP included.

The Council recessed into Executive Session from 5:04 p.m. through 5:23 p.m.

Moved by Councilmember Khara House, **seconded by** Vice Mayor Austin Aslan to adopt Resolution No. 2024-05 with the revised Exhibit A.

Vote: 6 - 1

NAY: Councilmember Jim McCarthy

Moved by Councilmember Khara House, **seconded by** Councilmember Lori Matthews to read Ordinance No. 2024-03 by title only for the final time with the revised Exhibit A.

Vote: 6 - 1

NAY: Councilmember Jim McCarthy

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 10, FLAGSTAFF ZONING CODE, BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED "PZ-23-00136 -- RESIDENTIAL USES IN THE PUBLIC FACILITY (PF) ZONE"; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Khara House, **seconded by** Councilmember Lori Matthews to adopt Ordinance No. 2024-03 as amended.

Vote: 7 - 0 - Unanimously

F. **Consideration and Adoption of Resolution No. 2024-11:** A resolution of the Flagstaff City Council prioritizing the development of affordable housing for Flagstaff residents at a range of income levels as determined by current needs on lands owned by the City of Flagstaff that are made available for development.

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Miranda Sweet to read Resolution No. 2024-11 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL PRIORITIZING THE DEVELOPMENT OF AFFORDABLE HOUSING FOR FLAGSTAFF RESIDENTS AT A RANGE OF INCOME LEVELS AS DETERMINED BY CURRENT NEEDS ON LANDS OWNED BY THE CITY OF FLAGSTAFF THAT ARE MADE AVAILABLE FOR DEVELOPMENT, AND PROVIDING FOR EXCEPTIONS; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Miranda Sweet to adopt Resolution No. 2024-11.

Vote: 7 - 0 - Unanimously

11. PUBLIC HEARING ITEMS

A. Consideration and Adoption of Ordinance No. 2024-10: An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff Zoning Map to rezone approximately 18.24 acres of real property generally located at 6500 E Route 66, from the Rural Residential (RR) zone with a Resource Protection Overlay (RPO) to the Heavy Industrial (HI) zone with a Resource Protection Overlay (RPO), providing for severability, authority for clerical corrections, and establishing an effective date.

Mayor Daggett opened the public hearing.

Planner Wesley Welch provided a PowerPoint presentation that covered the following:

WILDCAT INDUSTRIAL PARK DIRECT TO ORDINANCE ZONING MAP AMENDMENT
WILDCAT INDUSTRIAL PARK
SITE HISTORY
PROPERTY CONTEXT MAP
TYPES OF ZONING MAP AMENDMENTS
WILDCAT INDUSTRIAL SITE PLAN
IMPACT ANALYSES
ZONING MAP AMENDMENT FINDINGS
FINDING #1
FINDING #2
FINDING #3
ADEQUACY OF SITE
CITIZEN PARTICIPATION PLAN
PLANNING AND ZONING COMMISSION RECOMMENDATION

The following individuals addressed Council in support of the rezone:

- Wayne Chadwick
- Warren Smith, Jr.
- Val Peavy

The following comments were received:

- Route 66 has become highly traveled in the last two years, especially with heavy equipment.
- The proposed parking area as essential.
- Many customers already park there to avoid driving through town.
- Support the industrial park project.
- The location is outside congested areas with easy access from I-40 and Route 66.
- There is a clear community need for equipment/material storage.
- They live in proximity to the project and still supports it.
- The project offers a good opportunity for Flagstaff.
- There is a need for truck and equipment parking.
- The area's proximity to sewer pumps makes it undesirable for housing.

A written comment in support of the rezone was submitted by Jay Tubbs.

There being no further public comment, Mayor Daggett closed the public hearing.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Miranda Sweet to read Ordinance No. 2024-10 by title only for the first time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF ZONING MAP TO REZONE APPROXIMATELY 18.24 ACRES OF REAL PROPERTY GENERALLY LOCATED AT 6500 E ROUTE 66, FROM THE RURAL RESIDENTIAL (RR) ZONE WITH A RESOURCE PROTECTION OVERLAY (RPO) TO THE HEAVY INDUSTRIAL (HI) ZONE

WITH A RESOURCE PROTECTION OVERLAY (RPO), PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

A break was held from 6:06 p.m. through 6:26 p.m.

12. REGULAR AGENDA

A. Parking District Enforcement Update and Consideration and Adoption of Resolution No. 2024-10 and Ordinance No. 2024-06: A Resolution of the Flagstaff City Council declaring as a public record that certain document filed with the City Clerk and entitled *"2024 Parking Code Amendments*"; and, an Ordinance of the Flagstaff City Council, amending the Flagstaff City Code, Title 9 Traffic, Chapter 9-01 Traffic Code, by adopting by reference that certain document entitled *"2024 Parking Code Amendments";* providing for repeal of conflicting ordinances, severability, and establishing an effective date.

Parking Manager Gail Brockman provided a PowerPoint presentation that covered the following:

PARKING CODE UPDATES
INTRODUCTION
PARKING DISTRICT OVERVIEW
PARKING DISTRICT ENFORCEMENT
PARKING ENFORCEMENT PROCESS

Council asked how owners were notified of parking citations. Ms. Brockman explained that the citation was placed on the vehicle, and they had 15 days to pay or contest. When it was registered with the court a letter was sent to the registered owner. When three or more citations had been received and gone uncontested or unpaid they were moved to the immobilization list and notification would be made. Senior Assistant City Attorney Marianne Sullivan added that they were still working through the legal requirements regarding notification and those would be incorporated into the ordinance.

PARKING CODE UPDATE
COUNCIL DISCUSSION AND NEXT STEPS

Moved by Councilmember Khara House, **seconded by** Councilmember Miranda Sweet to read Resolution No. 2024-10 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED "2024 PARKING CODE AMENDMENTS"

Moved by Councilmember Miranda Sweet, **seconded by** Councilmember Khara House to read Ordinance No. 2024-06 by title only for the first time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 9 TRAFFIC, CHAPTER 9-01 TRAFFIC CODE, BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED "2024 PARKING CODE AMENDMENTS"; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

B. Consideration and Approval: Rental Incentive Bond Program Awards

Housing Planning Manager Jennifer Mikelson provided a PowerPoint presentation that covered the following:

RENTAL INCENTIVE BOND PROGRAM AWARDS
STAFF RECOMMENDED ACTION
HOW WE GOT HERE
APPLICATIONS RECEIVED
AWARD PROCESS
COUNCIL DIRECTION

A question was asked about the Aspen Lofts Apartments project and how a recent change in the unit count from 69 to 65 units might impact the funding request given that it was likely based on the initial unit count, and whether that amount should be reconsidered now that the number of units may decrease. Ms. Mikelson explained that the situation was still developing, and that no final discussion or decision had been made regarding whether the funding award would change as a result. However, there was likely some flexibility in how the final award was calculated, depending on how the project evolved.

Steve Hastings from the Flagstaff Senior Living development team explained the reasoning behind the unit reduction. He noted that there was a cap of approximately $2.5 million in tax credit allocations per project, and when project costs rise, those credits no longer fully covered the gap. Additionally, a drop in credit pricing to $0.85 per credit made the original 69-unit proposal financially unworkable and created a $4 million gap. By scaling the project back to 65 units for Aspen Lofts and keeping the 70 units planned for San Francisco Square, they could bring the project back into financial alignment and move forward if awarded the 9% tax credits.

Another question was raised about the original estimate for the number of affordable housing units that would be produced using bond funding. Ms. Mikelson explained that the bond question had projected a goal of 400 to 500 affordable units. Based on the $5 million available, staff developed a loose target of approximately $112,000 in subsidy per unit, which was used to help score applications; projects that requested closer to that amount per unit received more points, while those asking for more received fewer. However, construction costs had since increased, making it even harder to achieve the original unit goal with the remaining funds. It was noted that only $1.6 million is left and was important to be realistic in future bond questions to avoid overpromising outcomes.

Also mentioned was that the loan forgiveness term for the funding was 50 years, which was beneficial compared to older tax credit projects that were nearing the 15-year mark and at risk of converting to market-rate units.

Mr. Hastings added that if the second phase of the Aspen Lofts project was awarded tax credits in June, the development team anticipated beginning construction in spring 2025, after permits and final designs were completed and once weather conditions allowed.

Council discussed the project readiness criteria. A project readiness section was included in the funding application to assess where each project stood in the development process. When setting the criteria, staff wanted to be inclusive, allowing projects at any stage, from early rezoning applications to those nearly ready for construction, to apply. However, a clear cutoff was necessary to avoid awarding public funds to projects that were essentially already completed. It was decided that a project must have reached at least the grading or at-risk grading permit phase to qualify. This was seen as a conservative but practical approach to ensure funds supported projects still actively progressing, not ones already near completion or awaiting certificates of occupancy.

Council also discussed the repayment and loan forgiveness terms. Staff explained that all funded projects must commit to a minimum of 30 years of affordability. If a developer only committed to 30 years, the loan must be repaid at the end of that period. However, if the developer extended the affordability term beyond 30 years, the loan became partially forgivable each year after year 30. If the project remained affordable for 50 years, the loan was fully forgiven. The structure incentivizes long-term affordability without requiring it outright, offering flexibility to developers while safeguarding public investment.

There was further conversation about project eligibility timing and safeguards to ensure funds were not indefinitely tied up. The funding criteria aimed to include a wide range of project stages, from

early planning and rezoning through to the point just before vertical construction begins. There was not a strict timeline, but the key was that projects should not be too far along or so early that they were unlikely to move forward soon. The goal was to support projects that were progressing but may be stalled due to current market conditions, like high costs or labor shortages.

It was asked what happened if a funded project stalled while another project became ready to move forward. Housing Director Sarah Darr explained that while funds could be committed early, the loan documents would include performance contingencies. If a project failed to meet certain milestones such as securing tax credits or starting construction within a set timeframe the funds could be reallocated to other eligible projects to ensure money did not sit idle while other opportunities advanced.

Hayley Zoroya submitted a written comment in support of the awards.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Khara House to approve two Rental Incentive Bond Program Awards totaling $3,330,000 resulting in 139 affordable rental units, as recommended by the Ranking Committee.

Vote: 7 - 0 - Unanimously

C. **Consideration and Approval of Resolution No. 2024-12:** A Resolution of the Flagstaff City Council, authorizing a Ground Lease and Master Development Services Agreement with Genterra Enterprises, LLC for the lease and development of approximately 31.468 acres of land located at 456 W. John Wesley Powell Boulevard near the Flagstaff Pulliam Airport; and establishing an effective date.

Community Investment Director Dave McIntire provided a PowerPoint presentation that covered the following:

AIRPORT PARCEL GROUND LEASE AND DEVELOPMENT
VICINITY MAP
SUBJECT SITE INFORMATION
BACKGROUND/HISTORY
PREVIOUS CONCEPTUAL SITE USES
KEY TERMS OF AGREEMENT

Mayor Daggett noted that the development of the land near the airport had been discussed for the last three to four years. City Manager Clifton stated that the original Request for Statement of Qualifications was issued in 2020 and it was great to start seeing movement. The parcel will now move toward development through a lease rather than a sale, which was an intentional decision to ensure long-term, sustained revenue for the airport. The lease would provide a continuous revenue stream critical to supporting airport operations and future growth, such as new airlines and routes. Although revenue would not be immediate, the development was expected to be a major financial asset over time.

Council expressed appreciation for staff and development partners, and acknowledged their patience and persistence through the lengthy public process. They also highlighted the broader benefits of the project, including economic growth, job creation, and potential indirect support for housing solutions.

Moved by Councilmember Khara House, **seconded by** Councilmember Miranda Sweet to read Resolution No. 2024-12 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, AUTHORIZING A GROUND LEASE AND MASTER DEVELOPMENT SERVICES AGREEMENT WITH GENTERRA ENTERPRISES, LLC FOR THE LEASE AND DEVELOPMENT OF APPROXIMATELY 31.468 ACRES OF LAND LOCATED AT 456 W. JOHN WESLEY POWELL BOULEVARD NEAR THE FLAGSTAFF PULLIAM AIRPORT; AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Miranda Sweet, **seconded by** Councilmember Jim McCarthy to adopt Resolution No. 2024-12.

Vote: 7 - 0 - Unanimously

13. FUTURE AGENDA ITEM REQUESTS

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

A. **Future Agenda Item Request (F.A.I.R.):** A Citizens' Petition titled Permanent Cease-fire Resolution

Petitioner Joe Bader introduced the petition and stated that the petition included 73 signatures, along with 226 additional online signatures, urging the City Council to adopt a resolution calling for a permanent ceasefire and a just resolution to the Israeli-Palestinian conflict. Citing the high number of casualties in Gaza, particularly among children, and growing famine, he framed the issue as a moral crisis involving U.S. taxpayer dollars. He noted that over 70 U.S. cities had passed similar resolutions and that public support for a ceasefire spanned political affiliations. He urged the Council to place the resolution on a future agenda, because the conflict's impact, including rising hate, affected Flagstaff residents and merits local action.

The following individuals spoke in support of the proposed ceasefire resolution:

- Nora Timmerman
- Marilyn Weissman
- Eric Descheenie
- Jawad Dalia
- Haeli Hassaui
- Lorenzo Gomez
- Kai Kelly
- Isabella Kimble
- Natanael Damian
- Frederick Hall
- Richard Kozak
- Stan Clark
- Laura Franke
- Elaina Sajadea
- Don Keller
- Fayez Dalia
- Rev. George Dorado
- Dr. Abdel Aziz Bako
- Dr. Emily Davalos
- Sandra Lubarsky

The following comments were received:

- Support the petition and resolution as a moral stance against violence and humanitarian suffering.
- Resolution may not change history alone, but taking a stand matters as a community.
- Grieved by the betrayal of Jewish values and outraged over U.S. tax dollars funding Israel.
- Calling for an end to Palestinian suffering is not antisemitic.
- Do not to be bystanders and act against the humanitarian crisis in Gaza.
- Occupying forces have no right to self-defense.
- This is an opportunity to stand on the right side of history in the fight against genocide.
- Families are displaced and suffering without basic needs like shelter, electricity, and medical care.
- Call for a two-state solution.
- This disaster is man-made and preventable if there is political will.
- Condemn the use of ethnic displacement and starvation as weapons.

- The killing needs to end regardless of differing views on the conflict's context.
- Do not weaponize Jewish trauma to silence Palestinian voices.
- Not placing the resolution on an agenda endorses harmful stereotypes.
- This issue matters deeply to local communities, including Indigenous and Palestinian residents.
- There have been decades of occupation and injustice.
- The resolution must be discussed as a matter of human concern and civic responsibility.
- It should be a basic human principle to act against injustice wherever it occurs; elected officials are being called on to take action.
- The occupying power is legally obligated to protect the occupied population, not harm them; both Hamas and Israel have committed wrongs, but slaughter and barbarism must be condemned.
- Supporting the resolution is a stand against war crimes.
- Neutrality in the face of immorality equates to tolerating genocide.
- Distance does not excuse indifference.
- A threat to justice anywhere is a threat to justice everywhere.
- There are parallels between the treatment of Indigenous communities and Palestinians
- Local governments reflect the will of the people and should oppose the killing of innocents.
- Billions in U.S. aid support a government seen as endangering democracy and teaching others to oppress minorities.
- Palestinians are unarmed civilians, and Americans should not be forced to support this.
- The resolution is a moral act to prevent the erasure of another Indigenous population; it seeks unity, not division, and calls for an end to the violence.
- Flagstaff's Indigenous residents relate deeply to the trauma in Gaza.
- The violence in the Middle East parallels historical injustices in the U.S.
- There is more to discuss, and the issue deserves space on the Council's agenda.
- This is an opportunity to join with dozens of other cities in urging federal action to end the violence.
- Individual actions may feel small, but local governments have the power to amplify collective voices within their sphere of influence.

The following individuals submitted written comments in support of the proposed ceasefire resolution:

- Lorenzo Gomez
- Donora Rain Orchard
- Heather Green
- Elisabeth McGuirk
- Geoffrey Whittaker
- Karen Enyedy
- Don Keller
- Isabella Kimble
- Nina Porter

The following individuals spoke in opposition of the proposed ceasefire resolution:

- Rabbi Dov Shapiro
- Dr. John Vadasz
- Janet Wessels

The following comments were received:

- Advocating for a ceasefire without calling for the disbanding of Hamas overlooks their role in violence; peace requires acknowledging all responsible parties.
- Any resolution should uphold a consistent stance against all forms of violence and terrorism.
- October 7 strengthened Jewish pride.
- Oppose the petition.
- Peace is impossible with a group that denies Israel's right to exist.
- Local government should focus on Flagstaff, not foreign conflicts.
- I opposes a resolution but support a ceasefire.
- Considering the resolution may divide the community and increase fear among Jewish residents.

- Peace must include Hamas surrendering and returning hostages; unconditional support for a ceasefire without accountability enables the spread of evil.
- War is tragic, but confronting and dismantling terrorism is necessary to achieve lasting peace.

The following individuals submitted written comments in support of a cease-fire resolution:

- Nina Porter
- Isabella Kimble
- Jay Tubbs
- Don Keller
- Karen Enyedy
- Geoffrey Whittaker
- Elizabeth Mcguirk
- Heather Green
- Sonora Rain Orchard
- Lorenzo Gomez
- China Medel
- Dr. Meghan G. McDowell
- Jason Kordosky

The following individuals submitted written comments in opposition to a cease-fire resolution:

- Jonathan Cody
- Tzvi Schnee

Councilmember McCarthy shared a prepared statement sharing information from his visits to Israel and his family's Irish heritage. He made parallels between the Ireland-England conflict and the Israeli-Palestinian situation. He emphasized the importance of a two-state solution and mutual rejection of violence, warning that without them, ongoing conflict could persist for centuries. Two wrongs do not make a right and blame lied on both sides. He again expressed support for a discussion on a resolution, not to take sides, but to encourage peace and reconciliation between Israelis and Palestinians.

Councilmember House thanked everyone who participated and acknowledged the complexity of the topic. She stated that, regardless of her personal views on the resolution or whether it was the Council's role to address it, she believed in continuing the conversation to ensure all perspectives were heard.

Councilmember Harris spoke on the generational impact of trauma and shared a personal experience visiting slave quarters in Ghana. She emphasized that while elected officials held influence, true community power was with the people. Council power had limits, and she suggested organizing a grassroots effort to gather signatures to express public sentiment on the issue. She encouraged community-led conversations, independent of the Council, and offered the Murdoch Center as a respectful and inclusive space for such discussions. She was not supportive of the discussion advancing forward.

Vice Mayor Aslan explained that his views were complex and evolving. He believed that there was relevancy to the local community and supported moving the matter forward to a future agenda for discussion. He thanked the public for their comments.

Councilmember Sweet shared that she also saw the grey areas that existed within the topic. She had reached out to the community, and they had open, constructive conversations that emphasized the need for unity. Acknowledging recent divisive events and hate speech, she stressed the importance of respectful dialogue and suggested reestablishing an interfaith group previously led by former Mayor Dr. Evans to help facilitate community healing. She invited others to join in the effort and expressed a desire to work together on a path forward through open and honest conversations.

Mayor Daggett thanked the public for their comments and for sharing their experiences. She appreciated the honorable and compassionate way that everyone conducted themselves and expected the same with any future discussions.

There was requisite support to advance the item to a future agenda for discussion.

There was requisite support to advance the item to a future agenda for discussion.

14. OPEN CALL TO THE PUBLIC

None

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

Councilmember Sweet thanked everyone for the birthday wishes.

Vice Mayor Aslan expressed enthusiasm about the upcoming public portion of the police chief hiring process and looked forward to hearing from the candidates. He also stated that many city staff and leaders had school-age children and suggested considering a Council recess during Flagstaff Unified School District's spring break in March.

Councilmember Harris also shared her excitement about the police chief recruitment process. She also announced that she was honored to have been selected to receive the Digital Equity Institute award for a community champion.

Councilmember Matthews shared that she organized a productive meeting with the Coconino Community College president, staff, and local business leaders to discuss workforce development and partnerships. She also toured Catalyst, praising the company's growth and innovation, and noted that housing inventory, not cost, was their main challenge for staffing. She would also be participating in the police chief recruitment events and reminded the public about the upcoming meet and greet with all the candidates. Lastly, she noted the upcoming High Country Humane 5-year anniversary celebration and the Viola Awards.

Mr. Clifton thanked the many people involved in the development of the Genterra contract. He called out Deputy City Attorney Kevin Fincel who came into the process late and helped bring negotiations to a place that was agreeable to all.

16. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held March 19, 2024, adjourned at 9:00 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on March 19, 2024. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 26th day of August, 2025

_____
CITY CLERK

CITY COUNCIL REGULAR MEETING
TUESDAY, MARCH 5, 2024
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN AVE
3:00 P.M.

MINUTES

1. CALL TO ORDER

Mayor Daggett called the meeting of the Flagstaff City Council held March 5, 2024, to order at 3:03 p.m.

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.

PRESENT:	ABSENT:
MAYOR DAGGETT	
VICE MAYOR ASLAN	
COUNCILMEMBER HARRIS	
COUNCILMEMBER HOUSE (virtually)	
COUNCILMEMBER MATTHEWS	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER SWEET	

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

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

The Council and audience recited the pledge of allegiance, Councilmember Matthews read the Mission Statement of the City of Flagstaff, and Vice Mayor Aslan read the 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. PUBLIC PARTICIPATION

Public Participation 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. Public Participation appears on the agenda twice, at the beginning and at the end. If you wish to address the Council 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 Public Participation. 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.

Mayor Daggett announced that she would be enacting a new protocol for open call to the public. The first open call to the public would be for a period of 30 minutes and then the remainder of the comments could occur at the second open call at the end of the meeting.

Jesse Ochoa addressed Council and stated that he would like the City Council to enter executive session to discuss matters related to human trafficking involving individuals over the age of 17 in the City of Flagstaff.

Dennis Givens addressed Council and advocated for funding jiu-jitsu training for police officers because it was beneficial for de-escalation, physical fitness, and mental health. He expressed support for increased police funding overall, community outreach programs to build trust, and opposed further military funding abroad

Tom Pearson, speaking on behalf of ten or more people, addressed Council and challenged the Sustainability Commission's opposition to the Flagstaff First petition, which asked the City Council to reinstate wildfire, flooding, and drought as top priorities in the Carbon Neutrality Plan (CNP), as they were in the 2018 Climate Action and Adaptation Plan. The current CNP largely overlooked those critical threats, despite recent devastating wildfires and floods across the city. There was a lack of a comprehensive, integrated strategy within the CNP and disagreed that the issues were already prioritized. He also denied accusations of climate change skepticism and clarified that the concern lied with the limited global impact of local carbon neutrality efforts without major changes from countries like China and India. He urged the Council to restore balance between climate mitigation and adaptation, warning that without making wildfire, flooding, and drought central to the CNP, Flagstaff remained vulnerable to escalating environmental threats.

Joan Harris submitted a written comment that stated climate is climate and we are not going to change it.

5. PROCLAMATIONS AND RECOGNITIONS

A. Proclamation: Red Cross Month

Mayor Daggett read and presented the proclamation to representatives of the Red Cross.

6. COUNCIL LIAISON REPORTS

Councilmember House stated that the Housing Commission reviewed current homebuying trends and discussed potential options for a bond-funded homebuyer assistance program. The Commission on Diversity Awareness continued discussions on Flagstaff Pride's proposal for colorful crosswalks, upcoming partnerships with NAU, and city proclamations. She also attended a vigil held by Flagstaff Pride in honor of Nex Benedict and stated that it was an honor to participate in that moment of solidarity. She also shared that she was being sworn in to the Arizona Commission on African American Affairs and that she spoke at a Black History Month event about the importance of local elections and civic participation.

Councilmember Sweet shared information about Mountain Line, including progress on the Downtown

Connection Center and the new administrative facility set to open in 2025. She also announced a new grant to support construction of Phase 2, which would add bus lanes to improve passenger transfers.

Councilmember Harris attended the Women of Resilience Project reception, which honored 20 women from different decades who had made significant contributions to Flagstaff. The event, held in partnership with the Martin Springer Institute at NAU and Cultural Connections, provided an opportunity to engage with community members. Three honorees were present at the reception, and the display would remain open through the end of March.

Councilmember Matthews attended the Mountain Line Board meeting, where they discussed the budget, five-year plan, rising insurance and minimum wage impacts, and related mitigation efforts. She also attended the joint Water Commission meeting focused on water rate research and recommendations. Lastly, she attended a Coconino Plateau Water Partnership meeting centered on regional water resources.

Vice Mayor Aslan stated that the Coconino Plateau Water Advisory Council met, and they received an update from ADEQ and introductions to the new leader of the northern regional office. He also attended the Sustainability Commission meeting, where grant recipients from FY 22--23 presented outcomes of their projects. The commission discussed and voted on a recommendation related to revising the Carbon Neutrality Plan and explored ways to engage in the regional planning process. The Tourism Commission and updates were shared on events like the Chocolate Walk, the iHeart Pluto Festival, and the sold-out Diana Gabaldon event. He noted a presentation on the Discovery Center, announced Flagstaff's sponsorship of the Planet Earth project, and shared excitement around the reveal of new Flagstaff film branding.

7. APPOINTMENTS

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

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

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Jim McCarthy to appoint Noah Baker to a term expiring February 2027.

Vote: 7 - 0 - Unanimously

Moved by Mayor Becky Daggett, **seconded by** Councilmember Lori Matthews to appoint Rodger Scurlock to a term expiring February 2026.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Khara House to appoint Tom Lammie to a term expiring February 2025.

Vote: 7 - 0 - Unanimously

B. **Consideration of Appointments:** Housing Commission

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Khara House to appoint Kevin Bond to a Building and Real Estate Professional - Builder seat with a term expiring September 2027.

Vote: 7 - 0 - Unanimously

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.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Miranda Sweet to approve the Consent Agenda as presented.

Vote: 7 - 0 - Unanimously

A. **Consideration and Approval of Contract:** First Amendment to Contract for Services with TB Real Property Consultants, LLC for property acquisitions necessary for the Rio de Flag Flood Control Capital Project in an amount not to exceed $99,500.

1. Approve First Amendment to Contract for Services in an amount not to exceed $99,500 for property acquisitions necessary for the Rio de Flag Flood Control Capital Project; and
2. Authorize the City Manager or designee to execute the necessary documents.

B. **Consideration and Approval of Grant Agreement:** Water Conservation Grant Fund Agreement with Water Infrastructure Finance Authority

1. Approve the Grant Agreement with the Water Infrastructure Finance Authority (WIFA) Water Conservation Grant Program for the City's Nonrevenue Water Auditing Program for $136,000.00 (75% WIFA Share), with a minimum $45,500.00 (25% Non-Federal Share) match requirement; and
2. Direct the City Manager to execute the necessary documents.

C. **Consideration and Approval of Cooperative Purchase Contract:** Sport Surfaces Distributing, Inc. in the amount of $50,150.00 for the floor replacement of the high traffic areas at Jay Lively Activity Center.

1. Approve the Cooperative Purchase Contract in the amount of $50,150.00 with Sports Surfaces Distributing, Inc. for floor replacement of the high traffic areas at Jay Lively Activity Center; and
2. Authorize the City Manager to execute the necessary documents.

D. **Consideration and Approval of Engineering Contract Change Order:** Change Order #2 to WSP USA, Inc. in the amount of $243,441.40 for the Downtown Mile Safety and Connectivity Improvement Project.

1. Approve the Engineering Professional Services Change Order #2 to WSP USA, Inc. (WSP) in the amount of $243,441.40; and
2. Authorize the City Manager to execute the necessary documents.

E. **Consideration and Approval of a Relocation Benefit:** Approve payment of claim for a warehouse freezer for Kelly and Liberty Hanson as a result of being displaced by the Lone Tree Overpass Project

Approve claim for funds to purchase a warehouse freezer from Image Concrete LLC, in an amount not to exceed $368,000, with City Attorney to approve final claim form language

F. **Consideration and Approval of Purchase Agreement:** ZH Holdings Butler, LLC for exchange of real property of substantially equal value and purchase of property in the amount of $31,952.00 for the Lone Tree Overpass Project.

Approve the Purchase Agreement with ZH Holdings Butler, LLC for the exchange of real property

of substantially equal value and for purchase of property in the amount of $31,952.00 for the Lone Tree Overpass Project; and authorize the City Manager to execute the necessary documents

9. ROUTINE ITEMS

A. **Consideration of Motion to Reject all Bids:** Solicitation to sell a City-owned 12.52 acre parcel located off Silver Saddle Road in Doney Park; discussion and request for direction related to disposal of both the 12.52 acre parcel and a 9.26 acre parcel

Senior Assistant City Attorney Anja Wendel provided a PowerPoint presentation that covered the following:

KOCH FIELD PARCEL DIRECTION
VICINITY MAP
BACKGROUND
12.5-ACRE PARCEL
9.26-ACRE PARCEL

Council discussed zoning and development challenges for county land. There were questions about the county's ability to rezone land for less than one-acre lots. Staff confirmed that, to their knowledge, zoning under one acre was not allowed in the county, which presented challenges for affordable housing development.

Council also discussed a financial obligation to return approximately $1.126 million to the trust, reflecting the city's original investment and environmental remediation costs. Staff confirmed that no further remediation was needed for the parcels in question. Currently, the land was zoned rural agricultural and could be used for residential lots (at about 2.5 acres each) or farming.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Lori Matthews to reject all bids from the 2022-126 solicitation for sale of a 12.52 acre parcel and issue an invitation for bids for the sale of the 12.52 acre parcel and the 9.26 acre parcel.

Vote: 7 - 0 - Unanimously

B. **Consideration and Approval of First Amendment:** Construction Manager at Risk - Construction Phase Services Agreement - Phase 2 - GMP 2 with Eagle Mountain Construction, Inc. in the total amount of $7,614,149.06 for the Spruce Wash Drainage Suite of Improvements Projects.

Capital Improvements Project Manager Eli Riesner, provided a PowerPoint presentation that covered the following:

SPRUCE WASH
SUITE OF PROJECTS
AMENDMENT ONE -- PROJECTS
AMENDMENT ONE -- COSTS
AMENDMENT ONE -- SCHEDULE
COMMUNITY INVOLVEMENT

Moved by Councilmember Jim McCarthy, **seconded by** Vice Mayor Austin Aslan to approve the First Amendment to the Construction Manager at Risk (CMAR) - Construction Phase Services Agreement - Phase 2 - GMP 2 with Eagle Mountain Construction, Inc. for the Spruce Wash Drainage Improvements Projects in the amount of $7,429,149.06 and approve an Owner's Contingency of $185,000.00, which is approximately 2.5% of GMP 2, add 180 calendar days to the contract duration, and authorize the City Manager to execute the necessary documents.

Vote: 7 - 0 - Unanimously

C. **Consideration and Adoption of Ordinance 2024-05:** An ordinance of the City Council of the City of Flagstaff authorizing the acquisition of real property for the Killip Inlet as part of the Spruce Wash Channel Improvements Project; providing for delegation of authority, repeal of conflicting ordinances, severability, clerical corrections, and establishing an effective date

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Miranda Sweet to read Ordinance No. 2024-05 by title only for the final time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF AUTHORIZING THE ACQUISITION OF REAL PROPERTY FOR THE KILLIP INLET AS PART OF THE SPRUCE WASH CHANNEL IMPROVEMENTS PROJECT; PROVIDING FOR DELEGATION OF AUTHORITY, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Deborah Harris, **seconded by** Councilmember Miranda Sweet to adopt Ordinance No. 2024-05.

Vote: 7 - 0 - Unanimously

10. REGULAR AGENDA

A. **Consideration and Adoption of Ordinance No. 2024-08:** An ordinance amending the Flagstaff City Code, Chapter 1-14, Personnel System by amending the Employee Handbook of Regulations, Section 1-70-030 Retiree Insurance; providing for repeal of conflicting ordinances, severability, authority for clerical correction, and establishing an effective date.

Interim Deputy Human Resources Director Jennifer Caputo presented a proposed amendment to the employee handbook to clarify changes to the city's retiree insurance program. Under the amendment, only employees hired on or before July 1, 2024, would be eligible for the city's current retiree insurance through the Northern Arizona Public Employees Benefits Trust (NAPEBT). The change was part of a broader effort by the NAPEBT board to phase out its retiree insurance, as the Arizona State Retirement System (ASRS) now offered comparable coverage, including better support for retirees who become Medicare-eligible or live out of state.

A network analysis showed minimal disruption to care, and surveys of current and recent hires indicated retiree insurance was not a major factor in their employment decisions. Employees hired after July 1, 2024, would still have access to retiree insurance through ASRS, which offered several low- or no-cost benefits. The amendment did not affect current employees or retirees. Staff confirmed that the change applied only to retiree health insurance, not pension or retirement benefits.

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Jim McCarthy to read Ordinance No. 2024-08 by title only for the first time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, CHAPTER 1-14, PERSONNEL SYSTEM, BY AMENDING THE EMPLOYEE HANDBOOK OF REGULATIONS, SECTION 1-70-030 RETIREE INSURANCE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

B. **Consideration and Adoption of Ordinance No. 2024-07:** An ordinance of the Council of the City of Flagstaff, Coconino County, Arizona (1) providing for sale and issuance of City of Flagstaff, Arizona General Obligation Bonds and General Obligation Refunding Bonds, in one or more series, and for the annual levy of a tax for the payment of the bonds; (2) approving the form and authorizing the execution and delivery of necessary agreements, instruments and documents related to the sale and issuance of the bonds; (3) delegating authority to the Mayor and Management Services Director of the City to determine certain matters and terms with respect to the foregoing as well as certain matters with respect to the bonds being refunded with the proceeds of the sale of the bonds; and (4) authorizing the taking of all other actions necessary to consummate the transactions contemplated by this ordinance and ratifying all actions taken to further this ordinance.

Management Services Director and City Treasurer Rick Tadder stated that the ordinance would authorize the issuing of general obligation debt, focused solely on financing rather than specific projects. It ensured appropriate cash flow for voter-approved initiatives from the November 2022 ballot.

The city planned to issue $30 million of the $57 million approved for wildfire suppression, stormwater and flood mitigation, and wastewater infrastructure. Rather than issuing the full amount up front, funds would be released in phases based on cash flow needs. Additionally, the city would issue $10 million of the $20 million housing bond to support affordable rental and homeownership opportunities. That portion would be taxable due to its partnership-based structure.

The ordinance also included potential refinancing of existing debt, which could save approximately $270,000 if interest rates remained favorable. All debt would be repaid through secondary property tax assessments, and the city expected to maintain its current tax rate of $0.800, as previously communicated to voters.

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Miranda Sweet to read Ordinance No. 2024-07 by title only for the first time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE COUNCIL OF THE CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA (1) PROVIDING FOR THE SALE AND ISSUANCE OF CITY OF FLAGSTAFF, ARIZONA GENERAL OBLIGATION BONDS AND GENERAL OBLIGATION REFUNDING BONDS, IN ONE OR MORE SERIES, AND FOR THE ANNUAL LEVY OF A TAX FOR THE PAYMENT OF THE BONDS; (2) APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF NECESSARY AGREEMENTS, INSTRUMENTS AND DOCUMENTS RELATED TO THE SALE AND ISSUANCE OF THE BONDS; (3) DELEGATING AUTHORITY TO THE MAYOR AND MANAGEMENT SERVICES DIRECTOR OF THE CITY TO DETERMINE CERTAIN MATTERS AND TERMS WITH RESPECT TO THE FOREGOING AS WELL AS CERTAIN MATTERS WITH RESPECT TO BONDS BEING REFUNDED WITH THE PROCEEDS OF THE SALE OF THE BONDS; AND (4) AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO CONSUMMATE THE TRANSACTIONS CONTEMPLATED BY THIS ORDINANCE AND RATIFYING ALL ACTIONS TAKEN TO FURTHER THIS ORDINANCE

11. FUTURE AGENDA ITEM REQUESTS

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

A. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember McCarthy to place on a future agenda a discussion to consider a resolution in support of the aid bill for Ukraine to be sent to the CIty's congressional delegation.

Councilmember McCarthy stated that the country had a long history of defending freedom and fighting fascism. Ukraine, the largest European country after Russia, was currently under attack by Russia and he stressed the need to continue supporting a free Europe by sending supplies to

Ukrainian defenders. He referenced past mistakes when nations ignored Nazi aggression in the 1930s, underscoring the importance of acting now to prevent further aggression. He noted strong bipartisan support in the Senate for an aid bill to Ukraine but expressed concern that the House might reject it. He urged Council to send a resolution to Congress in support of the aid bill.

Council shared broad agreement on the importance of aid but had differing views on their role. Concerns were expressed about staying focused on local issues and avoiding politically charged national debates. Other concerns referenced the challenge of addressing global conflicts selectively and whether the Council should act on all such issues. It was suggested that councilmembers could send individual letters of support to Congress as an alternative so Council could remain within their local responsibilities while still showing personal support for aid to Ukraine.

There was not requisite Council support to advance the item to a future agenda for discussion.

12. PUBLIC PARTICIPATION

Certain remarks were made during Public Participation that could be considered offensive or objectionable. A summary of remarks made by Rex Yuden, Jim Conley, and Albert (no last name given) are summarized below.

A speaker stated that Council should pass a resolution to declare April as White History Month. He was concerned about demographic changes due to immigration since 1965. They argued that increasing diversity had led to social division and declining birth rates among white populations and suggested that white people would become a minority in the near future. The speaker emphasized a need to acknowledge and respect the heritage of European Americans as foundational to the nation.

A speaker expressed opposition to supporting foreign aid, specifically to Ukraine and Israel. They criticized the idea of using taxpayer money to fund foreign wars while many Americans were struggling with basic living expenses. They argued that the Council was not representing the interests of Flagstaff residents but instead advancing personal agendas, calling the resolution offensive and unacceptable.

A speaker delivered an extremist statement promoting white supremacist ideology, Holocaust denial, and antisemitic conspiracy theories. The remarks included praise for Adolf Hitler, calls for racial separation, and denial of documented historical events.

Dennis Givens addressed Council and shared hope for respect and humanity for all people.

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

None

14. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held March 5, 2024, adjourned at 4:38 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on March 5, 2024. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 26th day of August, 2025

_____

CITY CLERK

CITY COUNCIL WORK SESSION
TUESDAY, FEBRUARY 13, 2024
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN AVE
3:00 P.M.

MINUTES

1. Call to Order

Mayor Daggett called the Work Session of the Flagstaff City Council held February 13, 2024, to order at 3:00 p.m.

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 work session, 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.

PRESENT:	ABSENT:
MAYOR DAGGETT	
VICE MAYOR SWEET	
COUNCILMEMBER ASLAN	
COUNCILMEMBER GARCIA	
COUNCILMEMBER HOUSE	
COUNCILMEMBER MATTHEWS	
COUNCILMEMBER SPENCE	

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

3. Pledge of Allegiance, Mission Statement, and Land Acknowledgement

The Council and audience recited the pledge of allegiance, Councilmember Sweet read the Mission Statement of the City of Flagstaff, and Councilmember Matthews read the 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. Public Participation

Public Participation 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. Public Participation appears on the agenda twice, at the beginning and at the end. If you wish to address the Council 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 Public Participation. 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.

Beautification, Arts, and Sciences Program Manager Jana Weldon addressed Council about an upcoming streetscape beautification project on Aspen Ave near Pay-N-Take.

Malene Comes addressed Council about homelessness and her concern of the slowness of progress in Flagstaff. She spoke about police training regarding homelessness and mental health and the need to address bias.

Deondre Onsae addressed Council as part of Homeless Voices of Flagstaff. She advocated for Homeless Voices of Flagstaff to be included in discussions about funding for homeless services.

Dennis Givens addressed Council in support of small businesses and to encourage citizens to support small and local businesses. He also suggested that the city should provide the Police Department with jiu jitsu training.

Jill Stephenson addressed Council with concerns about climate change. She recommended that the city divest from fossil fuels and refrain from investing in companies that deal in fossil fuels.

Sarai Antonucci-Allan addressed Council about homelessness and the challenges those who are unhoused face.

5. Review of Draft Agenda for the February 20, 2024 City Council Meeting

Citizens wishing to speak on agenda items not specifically called out by the City Council may submit a speaker card for their items of interest to the recording clerk.

Councilmember McCarthy noted that he had questions related to residential in PF Zone. He sent his questions to staff and looked forward to hearing those answers as part of the presentation.

6. February Work Anniversaries

Senior Deputy City Attorney Shannon Anderson provided a PowerPoint presentation that covered the following:

FEBRUARY WORK ANNIVERSARIES
FIRST YEAR ANNIVERSARIES
FIVE YEAR ANNIVERSARIES
TEN YEAR ANNIVERSARIES
TWENTY YEAR ANNIVERSARIES
TWENTY-FIVE YEAR ANNIVERSARIES
FORTY YEAR ANNIVERSARIES

7. City Manager Report

Mr. Clifton briefly reviewed his report and invited Water Resources Manager Erin Young, Deputy IT Director Paul Santana, and Parks, Recreation, Open Spaces, and Events Director Rebecca Sayers to

briefly review their respective monthly reports.

8. Report of Recent Social Science Findings on Forest and Fire Management from the Greater Flagstaff, Arizona Area from the Ecological Restoration Institute and NAU School of Forestry

Wildland Forest Health Supervisor Neil Chapman introduced Melanie Colavito, Catrin Edgeley, and Niki vonHedemann with NAU who provided a PowerPoint presentation that covered the following:

RECENT SOCIAL SCIENCE ON FOREST AND FIRE MANAGEMENT FROM THE GREATER FLAGSTAFF, ARIZONA AREA
HISTORICALLY
TODAY
2010 SCHULTZ FIRE FULL COST ACCOUNTING
STUDY APPROACH
TOTAL COSTS FOR THE 2010 SCHULTZ FIRE
SCHULTZ FIRE INDIRECT COSTS: 2010-2019
TREATMENT COSTS VS. WILDFIRE COSTS
LONG TERM EFFECTS OF SCHULTZ FIRE ON WELL-BEING
2019 MUSEUM FIRE AND POST-FIRE FLOODING
LONGITUDINAL MIXED-MODE SURVEYS
FIRE RESPONSE AND COMMUNICATION: 2019
2022 COMMUNICATION ABOUT FLOOD EVENTS
TRUST IN INFORMATION SOURCES OVER TIME
HOUSEHOLD FLOOD IMPACTS: 2022
FLOOD INSURANCE: 2022

Mayor Daggett asked if deductibles were part of the 15.6%, or if it was just the damage that insurance did not cover. Ms. Colavito indicated that it did not include deductibles.

FLOOD MITIGATION ON PRIVATE PROPERTY: 2022
POST-FIRE FLOODING EXPERIENCES -- SUMMARY
PERCEPTIONS OF FOREST AND FIRE MANAGEMENT
UNDERSTANDING THE MUSEUM FIRE: 2019
MOST RESIDENTS SEE FOREST MANAGEMENT POSITIVELY: 2022
MOST RESIDENTS ARE SUPPORTIVE OF MULTIPLE TYPES OF FOREST MANAGEMENT: 2022
PARTNERSHIPS FOR FOREST MANAGEMENT
FUTURE FOREST MANAGEMENT
SMOKE ADAPTATION SURVEYS: PARKS (2021) AND HIGHLANDS FD (2022)
APPROACH
ACCEPTABILITY OF FIRE IGNITION SOURCE
SMOKE TOLERANCE
TRUSTWORTHINESS OF SMOKE INFORMATION SOURCES
INTEREST IN ADAPTATION RESOURCES (PARKS)
SMOKE SURVEY/INTERVIEW TAKEAWAYS
SUMMARY AND RECOMMENDATIONS
RECENT SOCIAL SCIENCE IN THE SOUTHWEST
RECOMMENDATIONS

Councilmember Matthews stated that Senator Rogers called for a meeting with several agencies to talk about control burns because of the many complaints about them. It was an informative meeting, and they were able to share suggestions. She felt that it was important to share as much science and method behind the decisions for control burns. She referenced an article that had mentioned the impact of the California wildfires and how they set back all the work California had done for carbon neutrality.

Ms. vonHedemann shared that there was research coming out on air quality and impacts from control burns. She noted that there were opportunities to install additional sensors to understand the impacts in other areas. She also emphasized the importance of taking a proactive approach rather than just

being reactive. A healthy, restored pine forest sequesters significant amounts of carbon dioxide from the atmosphere and helped regulate local climate. It was important to proactively maintain the forests to avoid catastrophic fire and the setbacks experienced by California.

Councilmember Harris asked about equity and demographic considerations within the study. Ms. Colavito shared that they collected a lot of demographic information and if there was a desire to drill down further on those elements, they could do that. Ms. Edgeley offered that the trends in post-fire flood insurance data suggested that minority groups were less likely to purchase insurance or perceive it as necessary. That pointed to the need for more bilingual and targeted communication to address financial barriers and awareness gaps. While there was limited control over insurance policies at the local level, there could be opportunities to explore incentive programs similar to the discounts available in Firewise communities. She noted that Flagstaff could serve as a valuable testing ground for innovative approaches.

Vice Mayor Aslan stated that the cost of preventing a catastrophic fire is about a quarter of the cost for recovery of a fire. Forest management and proper mitigation efforts would prevent more than one catastrophic fire. Ms. Colavito noted that there was a study coming out soon that looked at the costs and roughly every dollar invested in management and prevention provided seven dollars in return.

Councilmember House stated that there was strong overlap between historically marginalized communities and federally mapped flood zones, which had led to disproportionately high flood insurance costs for those groups. Residents were forced to choose between unaffordable private insurance or expensive national flood insurance options. It was crucial to explore grant programs or cost-sharing solutions, especially since many community members expressed that they simply could not afford the required insurance. The compounded impact of rising wildfire and flood risks was making the insurance problem worse and there was an urgent need for practical, equitable solutions, and better resource dissemination.

Ms. vonHedemann shared that the Schultz Fire study found that annual insurance costs doubled over a 10-year period, making coverage increasingly unaffordable for average residents. Many people also lacked a clear understanding of the differences between federal and private flood insurance, which becomes problematic in the urgent, high-stress aftermath of a fire. The study also revealed that most people were underinsured, with insurance payouts covering only about 50% of damages, an issue that disproportionately affected minority communities. There was a clear need for more research on who holds what type of insurance and how that impacted recovery and equity.

Ms. Colavito added that in the 2022 Museum Fire research, improved flood risk modeling from JE Fuller provided more precise, parcel-level data compared to the broader risk zones used in 2019. The refined modeling revealed that even within the same neighborhood or street, some properties faced significant flood risk while others did not.
This underscored the challenge of accurately communicating risk and targeting insurance recommendations without causing unnecessary alarm. The localized and non-contiguous nature of post-fire flooding made it difficult but essential to deliver clear, tailored information to residents about who truly needed insurance coverage.

Councilmember Sweet expressed a need to do better education on prescribed burns, why they were needed, and the benefits that they provided. Helping the public understand it better might lead to more compassion and understanding during those burning times.

Ms. vonHedemann shared that a key challenge in addressing wildfire smoke impacts was that feedback often came from a vocal minority, typically individuals with pre-existing health conditions or disabilities, who were more severely affected. Moving forward, it was important to proactively engage and build relationships with those underrepresented groups. This would include better communication around the uncertainty of smoke events, even when the threat was not guaranteed, and framing messages with empathy and education. Tailoring communication to reflect the serious health implications for vulnerable populations, rather than focusing solely on disrupted outdoor plans, could help ensure inclusivity and improve preparedness.

At this time Mayor Daggett rearranged the agenda to take Item 10 following the break.

A break was held from 5:03 p.m. through 5:15 p.m.

9. Introduction to Water, Wastewater, and Reclaimed Water Rate Design

Carol Malesky with Stantec provided a PowerPoint presentation that covered the following:

WATER, RECLAIMED WATER, AND WASTEWATER COST-OF-SERVICE STUDY -- INTRODUCTION TO RATE DESIGN
AGENDA
SCOPE OVERVIEW
WHAT IS RATE DESIGN?
RATE DESIGN: OVERVIEW
THE RATE STUDY PROCESS
RATE DESIGN FOCUS
TRADITIONAL WATER RATE DESIGNS
TRADITIONAL WASTEWATER RATE DESIGNS

Councilmember Matthews asked if the current water rate structure was similar to the uniform rate by class. Ms. Malesky stated that it was a combination of uniform rate by class and inclining block/tier. Uniform for residential and inclining for the others.

Councilmember Matthews asked how the quality of someone's waste was determined. Water Services Director Shannon Jones stated that samples were collected at the site.

WHAT ARE OUR CURRENT RATE STRUCTURES?
CITY OF FLAGSTAFF WATER AND SEWER RATES

Councilmember Matthews asked if single family residential had been broken down on average by family size. Ms. Maleski stated that they could estimate what that might be given statistics on gallons used per capita but they were not able to track that information.

Councilmember Matthews asked what the largest percentage tier used. Ms. Maleky indicated that the biggest percentage of users were in Tier 1.

RECLAIMED WATER RATES
SEWER RATES

Councilmember McCarthy noted that the current method for estimating wastewater usage relied on measuring clean water consumption during the winter months, based on the assumption that most water used during that time ends up as sewage through toilets and sinks. The approach worked well for full-time residents whose winter water usage reflected their actual wastewater production. However, it created a discrepancy for seasonal residents who were not present in the winter. For example, someone who lived elsewhere during the colder months and only used their property in the summer could avoid sewer charges entirely despite using the sewage system heavily in the summer. This resulted in an unfair distribution of costs. He also mentioned that there was a past decision to set lower water rates for golf courses, even though the Water Commission and consultants had recommended a higher rate than $1.81.

Ms. Malesky offered that for secondary homes it was assumed that their winter water usage was 500 gallons per month, so they were charged a minimum fee for the months they were not there.

Mayor Daggett asked what other communities had done with golf course rates. Ms. Malesky stated that past work with communities that had golf courses, water rate studies focused on analyzing usage patterns and trends. When there was no specific contract in place, usage by golf courses was typically considered "off-peak," as they often draw water during non-peak times, such as to fill ponds. This made rate setting more complex. In current analyses, both peak usage patterns across customer classes and the existing code for reclaimed water rates were being reviewed. According to city code, off-peak Tier 1 customers were to be charged 87% of the commercial reclaimed water rate, which was

a guideline that should be taken into account when setting rates.

WATER FUND DIRECTION FROM OCTOBER 23, 2023
MONTHLY FIXED CHARGE
RECLAIMED WATER FUND DIRECTION FROM OCTOBER 23, 2023
RECLAIMED WATER RATES
WASTEWATER FUND DIRECTION FROM OCTOBER 23, 2023
SEWER RATES
BILL PROJECTIONS FOR CURRENT RATE STRUCTURE -- RESIDENTIAL
BILL PROJECTIONS FOR CURRENT RATE STRUCTURE -- COMMERCIAL
HOW HAVE THESE RATE STRUCTURES AFFECTED CUSTOMER USAGE TRENDS?
WATER USE TRENDS

Councilmember Harris noted that because the community was doing a great job conserving water, water rates may continue to rise over time. While conservation reduced usage, the fixed costs of maintaining the water system remain, so less usage could lead to higher rates to cover those costs. It becomes a tradeoff of conservation and setting rates. Water Services Manager Erin Young stated that because water use has decreased, the cost of maintaining the system was spread over less usage, leading to higher rates per unit. However, conservation had also helped avoid or delay major infrastructure projects, such as Red Gap Ranch. Studies have shown that the money saved by delaying the expensive projects often outweighed the increased cost per unit, meaning conservation had ultimately saved the community money.

Councilmember Harris asked if costs continued to go up for other things and other infrastructure even though there were savings from delaying bigger projects like Red Gap Ranch. Water Services Director Shannon Jones explained that there were multiple costs that had to be covered regardless of how much water was used. There were fixed costs along with variable costs. Fixed costs such as infrastructure, buildings, and salaries stay the same regardless of how much water is used. Variable costs such as chemicals and electricity go down when water use goes down. So yes, even if less water is used, total costs could still rise due to increases in fixed costs. However, reduced water use does lead to savings in variable costs.

WATER SYSTEM CUSTOMERS
MONTHLY WATER USE CHARACTERISTICS
RESIDENTIAL WATER BILLS PER 1,000 GALLONS
RECLAIMED WATER CUSTOMERS
WASTEWATER SYSTEM CUSTOMERS

Vice Mayor Aslan noted that Flagstaff has conserved water and yes, rates will go up, but it was not a causal relationship. He cautioned to not overly complicate things and create controversy where it did not exist, they had to be careful about what they claim and what causal relationships they choose to draw.

Councilmember Matthews offered that the clarity around the breakdown of costs, specifically between replacement of aging infrastructure and capacity projects, had been very helpful. She suggested developing a fact sheet for Council to better understand and respond to questions from the public.

Councilmember Harris stated that it was important to tell the entire story to the public so they understood the tensions between water conservation and fixed and variable costs and how that can impact water rates. Mr. Clifton offered that the messaging around conservation measures was that with increasing population and decreasing water, there had not been an increased use of water in the aggregate since implementing conservation measures over three decades ago.

ASSUMED WASTEWATER STRENGTHS BY CUSTOMER CLASS
WHAT ARE OUR OBJECTIVES?
PRICING OBJECTIVES
PRICING OBJECTIVES -- REVENUE
PRICING OBJECTIVES -- LEGAL
PRICING OBJECTIVES -- EQUITY

Councilmember Harris asked if the process included efforts to get those who were on fixed incomes or in low efficiency homes to the appropriate efficiency level, so their bills were lower. Ms. Malesky explained that within the context of rate setting, equity referred more to proportionality where customers paid in proportion to their usage, rather than focusing on efficiency or affordability. Issues related to income level or the ability to address leaks and inefficiencies were better addressed through customer assistance programs, not rate structures.

Councilmember Matthews shared that the city provided free shower heads, faucet aerators, and they would do an analysis of a home to identify ways to improve efficiency.
There were programs that provided equipment to low-income residents and rebates to encourage the installation of more efficient toilets and other equipment.

PRICING OBJECTIVES -- CUSTOMER IMPACT

Councilmember House asked about the effectiveness of the tiered rate structure in encouraging water use adjustments among residents. Households with more occupants were likely to fall into higher rate tiers regardless of their efforts to conserve, which limited their ability to achieve affordability. She expressed concerns about whether there was a real incentive or opportunity for such residents to reduce their water bills.

Ms. Malesky offered that the current tiered rate structure rewarded low water users, such as smaller households, by offering the lowest rate for usage up to 3,500 gallons. Expanding that first tier to 4,000 gallons could allow more households to benefit from the lower rate and further incentivize conservation. Regardless of tier boundaries, customers could still lower their bills by reducing usage, since the structure charges per unit of water used, maintaining an incentive to conserve.

Councilmember House asked how there could be more equitable distribution of the rates and impact, particularly if multiple generations were living in one household due to the cost of housing. Ms. Malesky recognized that challenge with every rate structure. She explained that there was a water budget-based structure model where the first-rate tier was an assumption of efficient water use per person per household and the customer had to report how many people were in the household so they could get that minimum allowance in the first tier. There were challenges with that type of model because it relied on self-reporting and household numbers could change frequently.

Councilmember McCarthy acknowledged the concern and the challenges but offered that there was another side that included the highest water users where it made sense for them to be at a higher usage rate.

PRICING OBJECTIVES -- ADMINISTRATION
PRICING OBJECTIVES -- DISCUSSING PRIORITIES

Councilmember Harris reiterated that equity must be part of every conversation, including rate setting, because the community was diverse and impacted in different ways. Council had to consider how rate changes would affect all residents and it had the biggest impact on residents struggling with affordability. The city should explore creative solutions, such as partnering with nonprofits that had already received city funding, to provide support for residents in need. Ultimately it was about being proactive and responsive to the real concerns community members were expressing.

Councilmember Matthews acknowledged the competing priorities between addressing infrastructure needs and maintaining housing affordability. She was concerned that cost impacts like stormwater rate changes and capacity fees may not have been fully considered in the context of the cost of new housing. She requested a breakdown of what the proposed rate increases would specifically fund and questioned whether the city could realistically complete all the infrastructure projects within the next ten years.

Vice Mayor Aslan stated that he did not want to see costs deferred. Many of the issues they were dealing with were due to a litany of past Councils not rising to the challenge of meeting the goal and dealing with the discomfort that comes from the public. He expressed support for volumetric pricing

and incentivizing conservation. He was also concerned about equity. Ms. Malesky offered that they could build customer assistance programs into the study.

Councilmember Matthews expressed agreement with revenue stability in terms of projections and figuring out what projects could be done. She also expressed agreement for conservation and demand management but was concerned the city did not have the staff to address all the projects. She offered affordability as an added choice.

Councilmember Sweet noted revenue stability as a top priority and was struggling between affordability and conservation and she suggested combining the two. She felt that it was important to keep things as simple as possible, and she was not interested in complex formulas. Lastly, she expressed support for including customer assistance programs in the rate study.

Councilmember House stated that complexity and customer understanding was number one for her, followed by revenue stability, affordability and conservation, and equity.

Councilmember McCarthy expressed that covering costs was his top priority. He felt that the structure should generally remain the same as it was and increase the costs proportionately as needed. He stated that he was open minded about lowering the base charges so there would be a proportionate higher cost on gallons per usage. The tradeoff was stability of income to the service. Water conservation and affordability were also important to him.

Councilmember Harris stated that revenue stability was number one followed by conservation, and administrative burden. She indicated that she was not looking for the city to take on any other projects, there were a lot of non-profits that were provided city funds and assistance programs fell within their area. Additional conversations were needed with these entities to collaborate on supporting and assisting residents.

Mayor Daggett stated that she wanted a review of out-of-city water customers and the specific circumstances behind their arrangements. She emphasized that revenue stability should be the top priority, followed by conservation, then affordability, administrative burden, and customer understanding. Clear communication about why bills were increasing and what the community gained from those increases was essential.

Ms. Malesky stated that they would use the information and come back to Council with slight changes to the rate structure to meet their preferred objectives.

RATE DESIGN FOCUS -- RECAP

Ms. Young asked if Council wanted to reconsider the reclaimed water pricing, currently set at 35% of the potable rate.

Mayor Daggett clarified that she was not looking to change the structure but wanted to compare reclaimed water revenue to other sources and understand user types to avoid setting rates so high that users revert to potable water.

Councilmember McCarthy raised the question of how much reclaimed water should cost, referencing Scottsdale's model where users like golf courses funded the infrastructure, though it was expensive.

Councilmember Matthews questioned what a percentage increase in reclaimed water rates would actually achieve.

Mayor Daggett added that reclaimed water rates were not about funding new capital projects, but ensuring rates were set appropriately for all water types.

COMMUNITY OUTREACH UPDATE
TABLING EVENTS FOR WATER AWARENESS MONTH
ADDITIONAL WEBSITE CONTENT
OUTREACH MATERIALS DEVELOPMENT

NEXT STEPS

Council thanked Ms. Malesky and staff for all their work getting to that point in the process.

10. Public Participation

Sarai Antonucci-Allan addressed Council and shared the challenges he had experienced with his housing and interactions with the Police Department.

11. Informational Items To/From Mayor, Council, and City Manager; future agenda item requests

Councilmember Matthews stated that she appreciated that Council had opportunities to meet with their state legislators. The city had realized funding from their senators and anytime Council could meet and interact with them was important. She encouraged everyone to set an example in how they approach the elections and not to engage in the negative rhetoric and personal attacks.

Councilmember Harris extended an invitation for the Council to attend the Black Student Union Black Renaissance. She would be presenting the W.E.B. Du Bois Emerging Scholars Fellowship Award, established by President Jose Luis Cruz Rivera and Dr. Rema Brusi. The award aimed to support undergraduate students through mentored research, internships, and creative activities, with a focus on increasing diversity and engagement.

Councilmember McCarthy reported that Senator Rogers had reached out to him for a meeting, and they had a good conversation about some of the things that were important to the city.

Councilmember Sweet encouraged everyone to attend the upcoming Athena Awards. She also shared that she would be attending the I Heart Pluto festival at the Orpheum theatre.

Councilmember House shared that she attended NAU's Stronger Together event, it was a collaboration between the Indigenous Ambassadors Program and the Black Student Union, which featured Reverend John Mendes, former pastor of the church once led by Dr. Martin Luther King Jr. It was a meaningful and impactful event. She also shared that the Coconino Center for the Arts was inviting youth performers to submit entries for its third annual Battle of the Bands. She shared that she was appointed to the Arizona Commission on African American Affairs and noted the importance of representing northern Arizona. Lastly, she raised a concern regarding a recent change by the U.S. Postal Service affecting multi-family housing communities near the university. The properties were being classified as dormitories, meaning mail would no longer be delivered directly to residents. The change presented challenges, especially for non-student housing communities that lack trained staff to manage mail delivery and where residents may not have access or resources to rent private P.O. boxes. She expressed interest in further exploring how the city might acknowledge the concern and support affected residents.

Mayor Daggett reminded the public that Senator Kelly would be holding a Senate field hearing at City Hall that week. She also shared that she would be participating in the I Heart Pluto festival events.

12. Adjournment

The Work Session of the Flagstaff City Council held February 13, 2024, adjourned at 8:05 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL REGULAR MEETING
TUESDAY, FEBRUARY 6, 2024
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN AVE
3:00 P.M.

MINUTES

1. CALL TO ORDER

Mayor Daggett called the meeting of the Flagstaff City Council held February 6, 2024, to order at 3:00 p.m.

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.

PRESENT:	ABSENT:
MAYOR DAGGETT	
VICE MAYOR ASLAN (arrived at 3:03 p.m.)	
COUNCILMEMBER HARRIS	
COUNCILMEMBER HOUSE	
COUNCILMEMBER MATTHEWS	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER SWEET	

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

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

The Council and audience recited the pledge of allegiance, Councilmember House read the Mission Statement of the City of Flagstaff, and Councilmember McCarthy read the 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. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

A. **Consideration and Approval of Minutes**: City Council Regular Meeting of April 16, 2019, Work Session of May 14, 2019, Special Work Session of October 22, 2019, Combined Work Session/Special Meeting of November 8, 2022, Regular Meeting of November 15, 2022, Special Meeting of November 28, 2022, Work Session of November 29, 2022, Regular Meeting of December 6, 2022, Regular Meeting of December 20, 2022, Regular Meeting of June 6, 2023, Work Session of June 13, 2023, Retreat of June 23, 2023, Work Session of June 27, 2023, and Special Meeting of August 8, 2023.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Miranda Sweet to approve the minutes of the City Council Regular Meeting of April 16, 2019, Work Session of May 14, 2019, Special Work Session of October 22, 2019, Combined Work Session/Special Meeting of November 8, 2022, Regular Meeting of November 15, 2022, Special Meeting of November 28, 2022, Work Session of November 29, 2022, Regular Meeting of December 6, 2022, Regular Meeting of December 20, 2022, Regular Meeting of June 6, 2023, Work Session of June 13, 2023, Retreat of June 23, 2023, Work Session of June 27, 2023, and Special Meeting of August 8, 2023.

Vote: 7 - 0 - Unanimously

5. PUBLIC PARTICIPATION

Public Participation 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. Public Participation appears on the agenda twice, at the beginning and at the end. If you wish to address the Council 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 Public Participation. 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.

Community Development Director Dan Folke recognized Planning Director Michelle McNulty for completing the Certified Public Manager program. He also recognized Senior Planner Ben Mejia, who had completed all the certification and testing requirements for his AICP designation.

Dennis Givens addressed Council and spoke about the May Hick's house and how it should be saved for historical purposes.

Housing Planning Manager Jennifer Mikelson addressed Council to report that Housing had published a notice of funding availability for the rental incentive bond program. It was the first bond-funded project to be launched, and they were very excited to be at that point. She noted that applications were due Monday, February 19, 2024, at 4:00 p.m.

Andrew Baker and Bryan Bates submitted written comments encouraging the city to do whatever they could to stop the transport of raw uranium ore through Coconino County.

6. PROCLAMATIONS AND RECOGNITIONS

A. **Proclamation:** Love of Reading Month

Mayor Daggett read and presented the proclamation.

B. **Proclamation:** Black History Month

Councilmember House read and presented the proclamation.

7. COUNCIL LIAISON REPORTS

Vice Mayor Aslan reported that the Sustainability Commission reviewed and approved the FY 2023--24 Neighborhood Sustainability Grants. The commission hosted a presentation by Duffy Westheimer, Executive Director of the Townsite Community Land Trust, who discussed the importance of sustainability through affordable, owner-occupied historic homes. At their next meeting, last year's grant recipients would present their project outcomes. The public was welcome to attend, and refreshments would be provided.

Vice Mayor Aslan also reported on the Tourism Commission and highlighted several events planned to promote tourism in Flagstaff in February. The Visitor Center would be hosting the annual Chocolate Walk on February 10, 2024, with 33 downtown businesses participating. Arizona Beer Week would also be celebrated by Discover Flagstaff and local breweries, attracting visitors from across the state. Lastly, the iHeart Pluto Festival would be held at Lowell Observatory on February 17, 2024.

Councilmember House reported that the Commissiono on Diversity Awareness was actively partnering with Sinclair Detrick-Jewels to support a Northern Arizona University event. The commission's recent discussions included updates on the equitable restrooms policy, colored crosswalk initiatives, FUSD bus routes, and participation in Black History Month events. The commission continued its collaboration with the public library and ongoing efforts to promote equity and celebrate diversity in Flagstaff. Special thanks were extended for drafting this year's Black History Month Proclamation and helping present the Pan-African flag, now adopted in recognition of the month.

Councilmember House also reported that the Housing Commission had begun early discussions on launching the bond-funded Homebuyer Assistance Program expansion. Ideas explored included interest rate buy-downs, counting accessory dwelling unit rental income for eligibility, including all home types in the program, and partnering with employers on housing support. The commission was brainstorming how to apply funds effectively to increase access to homeownership.

Councilmember McCarthy reported that he attended the grand opening of JoJo's Place, the employee recognition event, and the Bicycle and Pedestrian Advisory Committee meetings where they discussed new engineering standards being considered, Butler Avenue speed limits, curbs and candlesticks on Butler, and grant money to do a complete streets upgrade of Butler Avenue.

Mayor Daggett reported that the Commission on Inclusion and Adaptive Living had formed a working group who were meeting every week to work on accessibility and sidewalk issues. She reminded everyone that they would be helping their neighbors if they cleared their sidewalks after the snow as well as not parking their vehicles on the sidewalk.

8. 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.

A. Consideration and Action on Liquor License Application: Andrea Dahlman Lewkowitz, "ATL Wings," 1300 S. Milton Road, #107A, Series 12 (restaurant), New License.

Mayor Daggett opened the public hearing.

Police Sergeant Nick Almendarez introduced the application and noted no concerns.

There being no public comment, Mayor Daggett closed the public hearing.

Moved by Councilmember Khara House, **seconded by** Councilmember Miranda Sweet to forward the application to the State with a recommendation for approval.

Vote: 7 - 0 - Unanimously

9. 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

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Miranda Sweet to approve the Consent Agenda as presented.

Vote: 7 - 0 - Unanimously

A. **Consideration and Approval of Contract:** Contract with EnviroSystems Management, Inc., in the amount of $204,816.25, for the Observatory Mesa Invasive Weed Treatment and Restoration Project.

1. Approve the Contract with EnviroSystems Management, Inc. in the amount of $204,816.25, for labor and supplies to treat 447.5 acres of invasive plants and to restore and seed 31.5 acres with native seed; and
2. Authorize the City Manager to execute all necessary documents.

B. **Consideration and Approval of Agreement:** Joint Funding Agreement between the U.S. Department of Interior, U.S. Geological Survey and the City of Flagstaff for Monitoring the C Aquifer of the Middle and Lower Little Colorado River Basins.

Approve the Agreement with the U.S. Geological Survey to contribute $71,080 over three (3) years.

C. **Consideration and Approval of Contract:** Professional Services Contract with Ardurra Group, Inc. for on-call professional engineering services to provide Water and Sewer Modeling and Development Impact Analysis (WSIA).

1. Approve the Professional Services Contract with Ardurra Group, Inc. for WSIA on-call professional engineering services for three (3) years in the total amount of $279,000.
2. Authorize the City Manager to execute the necessary documents.

D. **Consideration and Approval of Contract:** Cooperative Purchase Contract with ExerPlay, Inc. for the Ponderosa Trails Park playground replacement in the amount of $138,821.35.

1. Approve the Cooperative Purchase Contract in the amount of $138,821.35 with ExerPlay, Inc. replacing the aged playground with a new playground as a turnkey project through the 1GPA Cooperative Purchasing Agreement #23-07P-04; and
2. Authorize the City Manager to execute the necessary documents.

E. **Consideration and Approval of Contract Amendment:** First Amendment to the Contract with Emergency Management Partners, LLC for the Airport Emergency Plan Update and Support for the Development of the Airport's Triennial Full-Scale Exercise.

1. Approve the First Amendment to the Contract with Emergency Management Partners, LLC for the Airport Emergency Plan Update and Support for the Development of the Airport's Triennial Full-Scale Exercise in the amount of $207,577 ($98,750 Airport Emergency Plan / $108,827 Triennial Full-Scale Exercise) (100% grant-funded by the Airport CARES Operational Grant); and
2. Authorize the City Manager to execute the necessary documents.

F. **Consideration and Approval of Contract:** Cooperative Purchase Contract with Sands Motor Company, Inc. in the amount of $44,631.48, plus other fees and taxes, for the purchase of one (1) 2024 Chevrolet Silverado work truck for the Facilities Section.

1. Approve the Cooperative Purchase Contract with Sands Motor Company, Inc. in the amount of $44,631.48, plus other fees and taxes, for the purchase one (1) 2024 Chevrolet Silverado Work Truck for the Facilities Section; and
2. Authorize the City Manager to execute the necessary document.

G. **Consideration and Approval of BNSF Railway Preliminary Engineering Agreement:** Downtown Mile Safety and Connectivity Project, Rio de Flag Flood Control Project, and Lone Tree Overpass Project Document Review.

1. Approve the Preliminary Engineering Agreement (Agreement) with BNSF Railway (BNSF) in the amount of $415,011.51; and
2. Authorize the City Manager to execute the necessary documents.

H. **Consideration and Approval of Contract:** First Amendment to the Contract with Corporate Technology Solutions, Inc. for the Verkada Security Camera Software in the amount of $75,395.68.

1. Approve the First Amendment to the Contract with Corporate Technology Solutions, Inc. for the Verkada Security Camera Software adding $30,045.52, $21,233.52, and $24,116.64 to the contract for the libraries ($75,395.68 total, covering Flagstaff downtown, Flagstaff east side, and Tuba City libraries respectively); and
2. Authorize the City Manager to execute the necessary documents.

I. **Consideration and Approval of Contract Ratification:** Cooperative Purchase Contract with PFVT Motors, Inc. LLC (DBA Peoria Ford) in the amount of $255,962.97, in addition to other fees and taxes for the purchase of four fully electric Ford Lightning F150s (3 for FPD and 1 for Engineering).

1. Ratify the Cooperative Purchase Contract with PFVT Motors, LLC (DBA Peoria Ford) in the amount of $255,962.97, in addition to other fees and taxes for the purchase of four fully electric Ford Lightning F150s (3 for FPD and 1 for Engineering); and
2. Authorize the City Manager to execute the necessary documents.

J. **Consideration and Approval of Grant Agreements:** Grant agreements between the City of Flagstaff and specific community partners utilizing funding from the Arizona Department of Housing Homeless Shelter and Services Funds in the amount of $756,000.00.

1. Approve grant agreements with the following organizations, utilizing funding from the Arizona Department of Housing Homeless Shelter and Services Funds:
    - $61,802.28 to Community Assistance Teams of Flagstaff for the Homeless Mobile Outreach Program
    - $100,000.00 to Catholic Charities Community Services, Inc. for the PATH Outreach and Emergency Shelter Programs
    - $330,337.05 to Flagstaff Shelter Services, Inc. for the Emergency Shelter Program
    - $30,963.06 to Homeless Youth Connection for the Empowering Youth for the Future Program
    - $170,971.48 to Housing Solutions of Northern Arizona for the Homeless Transitional Housing Program
    - $61.926.13 to Northland Family Help Center for the Emergency Youth Shelter Program
2. Authorize the City Manager to execute the necessary documents for all agreements.

10. ROUTINE ITEMS

A. **Consideration and Adoption of Ordinance No. 2024-02:** An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 3 Business Regulations, Chapter 3-10 User Fees, Section 3-10-001-0004 Police Department to revise existing fees and add a new fee for Body Camera Video Review and Redaction; providing for penalties, repeal of conflicting ordinances, severability, providing for clerical corrections, and establishing an effective date

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Khara House to read Ordinance No. 2024-02 by title only for the final time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 3 BUSINESS REGULATIONS, CHAPTER 3-10 USER FEES, SECTION 3-10-001-0004 POLICE DEPARTMENT TO REVISE EXISTING FEES AND ADD A NEW FEE FOR BODY CAMERA VIDEO REVIEW AND REDACTION; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, PROVIDING FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Khara House to adopt Ordinance No. 2024-02.

Vote: 7 - 0 - Unanimously

B. **Consideration and Approval of Change in Commission Member Terms:** Change the Sustainability Commission Term Month and Current Commissioner Term Months

Sustainability Coordinator Tia Hatton provided a PowerPoint presentation that covered the following:

SUSTAINABILITY COMMISSION REQUEST TO CHANGE TERM MONTH
SUSTAINABILITY COMMISSION TERMS
TODAY'S PRESENTATION
SUSTAINABILITY COMMISSION CURRENT TERM
CHALLENGES WITH OCTOBER TERM MONTH
SUSTAINABILITY COMMISSION TERM RECOMMENDATIONS

Councilmember McCarthy asked if the terms ended at the beginning or end of the month. Deputy City Clerk Stacy Fobar stated that they ended at the first of the month.

Councilmember Harris asked when the terms would end for the current members of the commission. Ms. Fobar explained that commissioners were able to remain in their positions until a new commissioner was appointed.

Moved by Councilmember Jim McCarthy, **seconded by** Vice Mayor Austin Aslan to change the Sustainability Commission member start and end term month from October to February and adjust the terms of the currently seated Sustainability Commissioners to end in February of the following year.

Vote: 7 - 0 - Unanimously

11. PUBLIC HEARING ITEMS

A. **Consideration and Adoption of Resolution No. 2024-05 and Ordinance No. 2024-03:** A resolution of the City Council of the City of Flagstaff, Coconino County, Arizona, declaring as a public record that certain document filed with the City Clerk entitled "PZ-23-00136 - Residential Uses in the Public Facility (PF) Zone" and an ordinance of the City Council of the City of Flagstaff, Coconino County, Arizona, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code, to allow residential uses (single-family, duplex, and multi-family dwellings) as a permitted use in the Public Facility (PF) zone.

Mayor Daggett opened the public hearing.

Zoning Code Manager Tiffany Antol provided a PowerPoint presentation that covered the following:

ZONING CODE AMENDMENT TABLE 10-40.30.060.B RESIDENTIAL USES IN THE PUBLIC FACILITY (PF) ZONE
PZ-23-00136
CITY'S PROPOSED ZONING CODE TEXT AMENDMENT
OVERVIEW OF PROPOSED AMENDMENT
CITY OWNED PUBLIC FACILITY ZONED PARCELS
STAFF RECOMMENDATION
FINDINGS FOR ZONING CODE TEXT AMENDMENT
FINDING #1
FINDING #2
FINDING #3
RECOMMENDATION

Councilmember Matthews asked if the amendment would help the city achieve what the citizens voted for with the housing proposition last election. Ms. Antol indicated that she believed that the amendment was one step forward in expanding opportunities for housing in Flagstaff.

Councilmember House referenced Create 4.3 in the 10-Year Housing Plan and the potential to add affordable housing as an allowed use within public facility zones. She asked about state-level limitations, specifically, whether the city was precluded from requiring affordable housing by law. She asked how far the city could go in codifying such a requirement and what mechanisms could be used to enable and prioritize affordable housing within this zoning framework.

Ms. Antol explained that affordable housing was not a listed land use in PF zoning. While the city could consider adding it, defining "affordable housing" in code was challenging due to its varying interpretations and the changing nature of housing markets. For example, while city-incentivized housing often targeted households at 80% of the Area Median Income (AMI), past projects have ranged from 60% to 125% AMI. What was affordable varied by income, so locking in a rigid definition could limit flexibility for future needs. The recommendation was to preserve flexibility rather than codify a specific affordability threshold, allowing the city to adapt to market shifts and project proposals. She also noted that rezoning city-owned land for affordable housing had been done before but it was a time-intensive process due to procedural requirements like neighborhood meetings, Planning and Zoning Commission reviews, and public hearings. To reinforce the city's intent without binding future Councils, a separate resolution, similar to one already adopted for city-owned buildings, could be created to guide use of PF zoned land for affordable housing and would express policy direction without codifying inflexible standards.

Councilmember Sweet asked about a possible policy or intent statement so the process was not slowed down. It would explain why the city was prioritizing the way it was and that they would like affordable housing in it for future Councils and the public to know why it was included. Ms. Antol stated that she could coordinate with Housing to draft a resolution.

Michele James, Executive Director of Friends of Flagstaff's Future, addressed Council and stated that they were generally supportive of the proposed zoning code amendment that would allow residential uses in the PF zone, especially as a tool to enable affordable housing development. She offered the following:

1. Simply allowing residential use does not guarantee affordable housing will be built. How would the city ensure that was actually achieved?
2. Concerned about the risk of 100% market-rate housing or vacation rentals on city-owned PF parcels, which could undercut the goal of increasing affordability.
3. She questioned whether a future Council could approve only market-rate projects on PF-zoned land and if that was consistent with current Council intent.
4. She urged staff to clearly outline any intended or unintended consequences of the amendment, especially those that could impact affordability.

This was a consequential policy change, and the city did have the authority through procurement and RFP processes to require 100% affordable housing on its own PF-zoned parcels. She recommended a separate policy document expressing the intent.

Charlie Silver addressed Council and stated that park land was zoned PF as well and he did not want to see encroachment onto park land which was a rare and limited commodity in Flagstaff.

Ms. Antol stated that she was confident that a draft resolution could address the prioritization of affordable housing and alleviate many of the concerns raised. She was committed to working toward greater clarity. She also addressed concerns about parks within the PF zone and noted that while many parks were PF zoned, some were in residential zones, and rezoning had not historically made them more vulnerable to redevelopment. She emphasized that parks already developed with infrastructure were unlikely to be repurposed for housing due to the high cost and value of those community assets. She also stated that staff had consulted with the Parks and Recreation Commission, who responded with strong support. She offered that additional language could be included in the resolution to reaffirm the city's commitment to protecting park lands while enabling affordable housing development where appropriate.

Housing Director Sarah Darr cautioned against requiring 100% affordable housing on PF zoned land, arguing that doing so could limit the city's ability to meet broader housing needs, including moderate-income and workforce households. She emphasized the need for flexibility, especially to support employer-assisted housing and secure financing options. While there was strong support for affordable housing, she explained that not all housing needs fall under traditional affordability definitions, and the amendment could help implement Council goals without requiring full rezonings.

Councilmember House asked about park land being included within the PF zoning. Ms. Antol stated that parks were just one of many uses allowed in the PF zone, which also included things like airports, water tanks, and congregate care facilities. She acknowledged that past proposals to use park land for housing had left some community members wary but emphasized that the current zoning amendment was not aimed at redeveloping parks. She explained the difference between the PF zone, which allowed larger-scale development, and the Public Open Space zone, which was meant to limit development and preserve open space. The current amendment would not affect those protected open space areas. She indicated that they encouraged public-private partnerships that could add new parks alongside housing, especially when funding was tight. Housing and parks, like schools and churches, were generally considered compatible uses in residential zones, if designed thoughtfully to serve the community.

Councilmember McCarthy acknowledged the concern about the potential impact on park land. He suggested an amendment that would clarify that current parks would not be used for residential under the proposed amendment. He felt that it was important to include that in the code rather than trust a future Council to know the history of the situation.

Vice Mayor Aslan agreed and offered support for a resolution that stated the intentions of the Council so future Councils could be aware of.

There being no further comment, Mayor Daggett closed the public hearing.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Miranda Sweet to read Resolution No. 2024-05 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED "PZ-23-00136 -- RESIDENTIAL USES IN THE PUBLIC FACILITY (PF) ZONE"

Moved by Councilmember Miranda Sweet, **seconded by** Councilmember Khara House to read Ordinance No. 2024-03 by title only for the first time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 10, FLAGSTAFF ZONING CODE, BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED "PZ-23-00136 -- RESIDENTIAL USES IN THE PUBLIC FACILITY (PF) ZONE"; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

12. REGULAR AGENDA

A. Consideration and Adoption of Resolution No. 2024-06: A resolution approving Binding Waivers of Enforcement for 3 parcels of land located in the City of Flagstaff.

City Attorney Sterling Solomon provided a PowerPoint presentation that covered the following:

PROP 207 CLAIMS
BACKGROUND
ORDINANCE 2020-28
PROP 207 CLAIMS
OVERVIEW OF PROP 207
BINDING WAIVER OF ENFORCEMENT

Charlie Silver addressed Council and raised concerns about a Proposition 207 waiver related to an R1-zoned residential parcel near Swiss Manor. He questioned why the waiver was being considered, what existing property rights might be reduced, and whether any rezoning was planned that would impact the property. He also requested clarification on whether property use, value, or development potential was being affected.

Mr. Solomon responded that all prior waivers of that type had been approved, but declined to discuss specifics in the public meeting and suggested that Council could discuss in Executive Session if desired.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Khara House to read Resolution No. 2024-06 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING BINDING WAIVERS OF ENFORCEMENT FOR THREE PARCELS OF LAND WITHIN THE CORPORATE LIMITS OF THE CITY OF FLAGSTAFF

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Miranda Sweet to adopt Resolution No. 2024-06.

Vote: 7 - 0 - Unanimously

B. Consideration and Adoption of Resolution No. 2024-07: A resolution approving an Intergovernmental Agreement between Coconino County and the City of Flagstaff for the Landfill Road Construction Project.

Public Works Director Scott Overton addressed Council and stated that the IGA with Coconino County was to rebuild the landfill road. The IGA had been in discussions since 2019, and they had been able to reach an agreement with the county to pay a proportionate share. Coconino County would pay $2.4 million, and the city would pay $2.6 million.

Moved by Councilmember Khara House, **seconded by** Councilmember Miranda Sweet to read Resolution No. 2024-07 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL

AGREEMENT BETWEEN COCONINO COUNTY AND THE CITY OF FLAGSTAFF FOR THE LANDFILL ROAD CONSTRUCTION PROJECT

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Khara House to adopt Resolution No. 2024-07.

Vote: 7 - 0 - Unanimously

C. **Consideration and Approval of Contract:** Construction Manager at Risk (CMAR) Service Agreement - GMP1 with Rummel Construction, Inc. for the Landfill Road Improvement Project.

Moved by Councilmember Miranda Sweet, **seconded by** Councilmember Jim McCarthy to approve the CMAR Construction Services Agreement - GMP 1 with Rummel Construction, Inc. for a Guaranteed Maximum Price (GMP1) in the amount of $4,887,944.86 and a contract duration period of 171-calendar days, an Owner's Contingency of $172,020.37, which is 4.25% of the GMP1, and authorize the City Manager to execute the necessary documents.

Vote: 7 - 0 - Unanimously

D. **Consideration and Adoption of Ordinance No. 2024-04:** An ordinance of the City Council of the City of Flagstaff, authorizing the exchange of real property of substantially equal value with a property owner, ZH Holdings Butler, LLC; providing for delegation of authority, severability, repeal of conflicting ordinances, and establishing an effective date

Consideration and Approval of Purchase Agreement with ZH Holdings Butler, LLC

Real Estate Manager Bryce Doty provided a PowerPoint presentation that covered the following:

ZH HOLDINGS PROPERTY EXCHANGE
VICINITY MAP
BACKGROUND
AREA OF CITY PARCELS TO EXCHANGE
AREAS CITY WILL RECEIVE
CONTEXT

Moved by Councilmember Jim McCarthy, **seconded by** Vice Mayor Austin Aslan to read Resolution No. 2024-04 by title only for the first time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AUTHORIZING THE EXCHANGE OF REAL PROPERTY OF SUBSTANTIALLY EQUAL VALUE WITH A PROPERTY OWNER, ZH HOLDINGS BUTLER, LLC; PROVIDING FOR DELEGATION OF AUTHORITY, SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, AND ESTABLISHING AN EFFECTIVE DATE

E. **Consideration and Adoption of Resolution No. 2024-01:** A resolution of the Mayor and City Council of the City Of Flagstaff, Arizona, Recognizing the Watershed Alliance For The Rio De Flag (WARF)

Water Services Stormwater Manager Ed Schenk addressed Council and introduced Kathy Flaccus, President of the Friends of the Rio de Flag who provided a PowerPoint presentation that covered the following:

RIO DE FLAG WATERSHED PLANNING
WATERSMART GRANT
WATERSHED ALLIANCE FOR THE RIO DE FLAG (WARF)
WHO IS THE WATERSHED ALLIANCE
SKETCH MAP OF THE RIO DE FLAG WATERSHED
RIO DE FLAG AS AN ASSET TO FLAGSTAFF
WATERSHED PLANNING PROCESS

EXPLORE THE WATERSHED: SPEAKER SERIES (PUBLIC MEETINGS)
BIGGEST THREATS TO ECOSYSTEMS
MAIN TOPIC OF INTEREST
116 SITE SPECIFIC PROJECTS
TOP PRIORITIES FOR THE RIO DE FLAG WATERSHED PLAN
PROJECTS PRIORITIZED BY WARF PARTNERS
FIRES AND FLOODS
WARF REQUEST

Mayor Daggett praised Friends of the Rio and stated that they were a good example of residents caring about the area. She noted that elevating interest and knowledge of the Rio was beyond what the city could have done.

Councilmember Sweet asked how people could get involved. Ms. Flaccus explained that the best way was to go through the Sustainability Division's Stream Stewards volunteer program. She referred people to their website www.friendsoftheriodeflag.com for information about upcoming activities.

Vice Mayor Aslan expressed his appreciation for the citizen engagement, leadership, and hard work surrounding the Rio de Flag. He indicated that he was looking forward to Sinclair Wash becoming a perennial amenity.

Councilmember McCarthy offered that riparian areas were the lifeblood of an ecosystem. The concentration of wildlife was much stronger in riparian areas. It was hard to maintain those spaces in an urban area and he thanked Friends of the Rio for their work to protect and preserve it.

Moved by Councilmember Miranda Sweet, **seconded by** Councilmember Jim McCarthy to read Resolution No. 2024-01 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, RECOGNIZING THE WATERSHED ALLIANCE FOR THE RIO DE FLAG (WARF)

Moved by Vice Mayor Austin Aslan, **seconded by** Councilmember Khara House to adopt Resolution No. 2024-01.

Vote: 7 - 0 - Unanimously

A break was held from 5:07 p.m. through 5:18 p.m.

13. DISCUSSION ITEMS

A. Water, Wastewater, and Reclaimed Water Rates and Cost-of-Service Study - Presentation 3 of 3 on Capacity Fees & Introduction to Rate Designs

Water Services Director Shannon Jones introduced Water Resources Manager Erin Young, along with Andrew Burnham and Carole Malesky with Stantec who provided a PowerPoint presentation that covered the following:

WATER, RECLAIMED WATER, AND WASTEWATER COST-OF-SERVICE STUDY -- DIRECTION ON CAPACITY FEES
AGENDA
SCOPE OVERVIEW
PATH TO UPDATED RATES AND FEES
HOW WE FUND OUR WATER NEEDS
DEVELOPERS AND CONTRACTORS EVENT SUMMARY
REQUESTED COUNCIL DIRECTION
COUNCIL DIRECTION -- METHODOLOGY
CAPACITY FEES METHODOLOGIES

COMBINED METHOD RECOMMENDED BY WATER COMMISSION

Councilmember Matthews asked if the combined option included future projects. Mr. Jones indicated that it did not consider future water supply or wastewater projects. Ms. Malesky clarified that while the slide did not include a future water supply or wastewater treatment project, the methods could include those values.

A majority of Council supported the Combined Method.

COUNCIL DIRECTION -- LEVEL OF SERVICE
LEVEL OF SERVICE DISCUSSION
ACTUAL USE RECOMMENDED BY WATER COMMISSION

Mayor Daggett asked how they charged what was actually being used while contemplating that for some projects that may hit closer to the design standards in terms of usage. Ms. Young stated that both methods were industry standards, however using design standards was more common. The decision was made in the last rate study to use actuals and that had carried into the current rate study as a comparison.

Mayor Daggett asked about a project that came in with a usage closer to the design standards, but the city was charging actual use; she asked if there was a mechanism to account for the higher water usage. Ms. Young noted that the city still had to build the capacity projects, and they collected less from capacity fees and put the remainder of the project costs on the rates. The larger water users would pay the higher rate so essentially, they were paying for the differential between the design standards and actual use.

Mr. Jones added that capacity fees were one-time charges paid at the time of development, based on anticipated infrastructure usage. Once paid, there was no mechanism to retroactively increase the fee if actual usage exceeded projections. While ongoing water usage generated revenue to cover operating costs, it did not contribute to infrastructure reimbursement. The infrastructure installed was based on design standards tied to projected use, and the capacity fee helped recoup past and planned investments but was finalized at the time of initial development.

Councilmember McCarthy explained that if the city was building the infrastructure to design standards but only charged actual use, then the infrastructure that the city built would not be covered by the capacity fees and would have to be subsidized in some other way. He offered his support for actual use rather than capacity fees.

Mayor Daggett shared her concern about not having enough money to install what was needed and that it was evenly distributed.

COUNCIL DIRECTION -- FUTURE WATER SUPPLY PROJECTS
WATER CAPACITY FEE OPTIONS USING THE COMBINED METHODOLOGY
LEVEL OF SERVICE ESTIMATED IMPACTS ON REVENUE REQUIREMENTS

Council discussed the need to increase revenue for future infrastructure projects, with an emphasis on starting early to minimize long-term financial impact. There was a comparison of financial projections under different capacity fee scenarios, showing that while the rate revenue needed remained similar in the near term, it began to drop off later if higher capacity fees were adopted now.

Council asked for clarification on what a 15% figure meant. It was explained that it represented the required annual increase in rate revenue to meet all financial obligations, not a direct impact from the proposed capacity fee changes. Capacity fees were collected separately from customer water rates but increasing them now reduced pressure on rate revenue in future years due to compounding effects.

There was also concern about the time it took to complete large projects and questions about why bonding was not being used more instead of relying so heavily on rate and capacity fee increases. Staff explained that bonding was part of the financial strategy and was included in their models, but it

still required rate revenue to service the debt, so it was not an independent solution. They also noted that all financial tools, including grants, bonds, fees, and rates, were considered in long-term planning.

Following discussion, Councilmembers provided their preferred method between actual use or design standards and water capacity fee options. A majority of Council supported actual use rather than design standards and a majority of Council supported Water Capacity Fee Option 1.

COUNCIL DIRECTION -- NEW WASTEWATER TREATMENT FACILITY
WASTEWATER CAPACITY FEE OPTIONS USING THE COMBINED METHODOLOGY
LEVEL OF SERVICE ESTIMATED IMPACTS ON REVENUE REQUIREMENTS

A majority of Council supported Option 1B to collect capacity fees toward the cost of a new wastewater treatment facility.

COUNCIL DIRECTION -- FLOW ONLY OR FLOW AND LOADINGS

A majority of Council supported Option 1D for Actual Flow + Loadings.

Council requested that the Introduction to Rate Design presentation be held to the February 13, 2024 meeting.

14. PUBLIC PARTICIPATION

None

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

None

16. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held February 6, 2024, adjourned at 6:58 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on February 6, 2024. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 20th day of May, 2025

_____
CITY CLERK

CITY COUNCIL BUDGET RETREAT - DAY 2
FRIDAY, FEBRUARY 2, 2024
CORE SERVICES FACILITY
3200 WEST ROUTE 66
8:30 A.M.

MINUTES

1. Call to Order

Mayor Daggett called the meeting of the Flagstaff City Council held February 2, 2024, to order at 8:31 a.m.

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 work session, 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.

PRESENT:	ABSENT:
MAYOR DAGGETT (virtual)	
VICE MAYOR ASLAN (virtual)	
COUNCILMEMBER HARRIS (virtual)	
COUNCILMEMBER HOUSE (virtual)	
COUNCILMEMBER MATTHEWS (virtual)	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER SWEET	

Others present: City Manager Greg Clifton; Deputy City Attorney Kevin Fincel.

3. Pledge of Allegiance, Mission Statement, and Land Acknowledgement

The Council and audience recited the pledge of allegiance, Councilmember House read the Mission Statement of the City of Flagstaff, and Councilmember Harris read the 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. City Council Budget Retreat

Mr. Clifton offered opening remarks and turned things over to the facilitator Jeff Kennedy who reviewed the objectives for the day.

Streets Section Director Sam Beckett and Solid Waste Section Director Evan Tyrrell continued the presentation.

RESOURCE ALLOCATIONS AND PRIORITIES
OPERATING CAPITAL REPLACEMENTS/MAINTENANCE
FACILITIES
FACILITIES ADVISORY COMMITTEE
FACILITIES ACCOMPLISHMENTS
IF ADDITIONAL FUNDING ALLOCATED

Councilmember McCarthy asked about the windows at City Hall. Facilities Maintenance Superintendent Joe Ronnigan stated that the windows were very old, and new windows were needed to mitigate leaks and increase sustainability. The windows had been resealed, the underlining and water shedding had not been able to be addressed. It was a considerable need, and continued exposure to water would deteriorate the infrastructure of the building.

Vice Mayor Aslan asked about the four-million-dollar weatherization efforts and if that addressed any of the window issues at City Hall or the Library. Sustainability Director Nicole Antonopoulos stated that the windows were not included in the weatherization scope of work because they were already in the Facilities work plan. When they did the industrial grade audit, they had to make the numbers pencil out in a manner that allowed them to move forward. They funded all of the projects up front rather than take a loan out to initiate them. The lighting phase was the first big step in the energy conservation contract, and it was nearly complete. The electrical system at City Hall was nuanced and that was causing challenges with the new lighting that was put in. They would be moving into Phase 2 of the project during the spring. Mr. Clifton added that the seals on the library windows had been breached for a long time, and the ability of them to function from an energy efficiency standpoint was nonexistent and the visual element was equally difficult.

FLEET SERVICES
FLEET MANAGEMENT COMMITTEE
FLEET REPLACEMENT FUNDING

Councilmember Harris asked about the EV first policy. Mr. Tyrrell stated that the Council had adopted the Carbon Neutrality Plan with goals to offset carbon emissions. The EV first policy directed that electric vehicles would be considered for all new and replacement vehicles. If there were inadequate options for EV then the second option would be a hybrid vehicle, and if those were not available or did not meet the need then they would go to a conventional vehicle unit.

Councilmember Harris raised concerns about delays in acquiring electric vehicles, especially in emergencies where timely vehicle procurement was critical. She questioned how quickly exceptions to the EV requirement could be approved and whether the committee had authority to make urgent decisions. Mr. Tyrrell explained that while formal committee meetings happen monthly, urgent needs were handled through supplemental reviews and a focus group was reviewing process efficiency. Fleet Manager Nate Naliborski clarified that EV exceptions were approved within 24 hours by a select few, not the full committee.

Climate Section Director Jenny Niemann added that the EV market still faced high demand and limited inventory. Councilmember Harris further emphasized the importance of balancing the city's carbon neutrality goals with its responsibility to meet public safety and operational needs.

Mr. Clifton asked about EV maintenance and repair readiness. Mr. Tyrrell confirmed that the city was planning for future needs, including specialized tools and training, though current EVs require minimal

maintenance.

FY 2023-2024 FLEET SUCCESSES

Councilmember Matthews asked about the status of five Chevy Silverado EVs on order, noting that EVs typically take longer to receive than hybrids or conventional vehicles. Mr. Tyrrell responded that those vehicles were approved by Council in the fall of 2023, with the understanding that they would be manufactured and delivered in 2024 due to supply chain constraints. The early procurement ensured the city could reserve the vehicles before they were sold to other agencies.

Councilmember Matthews emphasized the importance of planning ahead to avoid disruptions in service delivery. Mr. Tyrrell confirmed the EVs would be distributed across multiple divisions, including Facilities, Solid Waste, Streets, and Park Flag.

Mayor Daggett expressed appreciation for the strategic approach to fleet electrification and emphasized that planning should not delay public safety purchases.

Councilmember McCarthy expressed concern about the cost of EVs but noted that they may be more cost-effective over time. Mr. Tyrell offered that EVs could yield approximately $5,000 in annual fuel savings, but long-term maintenance data was still limited due to the newness of the technology.

Councilmember Harris reiterated her support for the Carbon Neutrality Plan but stressed that the city must continue to function effectively while working toward long-term sustainability goals.

Vice Mayor Aslan noted that the EV first policy was adopted in 2018 and prioritized electrification within reasonable and safe limits, despite calls from the public to move faster. Ms. Antonopoulos added that new federal tax credits under the Inflation Reduction Act may benefit tax-exempt agencies like the city, and staff were actively monitoring funding opportunities.

FLEET RECOMMENDATIONS

Deputy IT Director Paul Santana continued the presentation.

INFORMATION TECHNOLOGY

A break was held from 9:45 a.m. through 10:00 a.m.

Mr. Clifton continued the presentation.

RESOURCE NEEDS
CITY PUBLIC FACILITY SECURITY

Vice Mayor Aslan asked if there was any possibility of a cross-over of the Park Ranger position. Parks, Recreation, Open Space, and Events Director Rebecca Sayers explained that the Park Ranger position was primarily focused on parks, park rules, coverage for events, and making sure event partners had what they needed and were following the rules. The role of that position was education and support.

Council expressed support for adding a Police Aid for additional facility security.

Management Services Director Rick Tadder continued the presentation.

ONGOING EXPENSE WITH 1X BUDGET
PERSONNEL REQUESTS SUBMITTED
NEW POSITION REQUESTS SUBMITTED

Councilmember Harris noted earlier discussions about streamlining city processes to improve efficiency, but a lack of staff was cited as a barrier. She suggested using one-time funds to hire consultants to evaluate and improve specific departmental processes, such as building permit approvals, rather than

undertaking a full citywide overhaul. Mr. Tadder acknowledged that consultant support could be funded to assess and improve service delivery, though a citywide review would be a large undertaking. Councilmember Harris suggested a focus on targeted areas where improvements could save time and money.

Community Development Director Dan Folke explained that the city had already streamlined parts of the development services process, especially for commercial and industrial applicants, by involving all relevant divisions in early reviews to speed up approvals. IT Director CJ Perry added that IT had also been assisting departments with process mapping to identify and implement efficiencies.

Councilmember McCarthy expressed interest in seeing a consolidated view of city revenues to understand overall financial trends, shortfalls, and potential areas for increasing funding. Mr. Tadder responded that he had individual revenue figures and compiling a full picture was possible. He also noted that some revenue sources, like charges for services, had not been reviewed in years, and property taxes still offered capacity for increased revenue.

Public Works Director Scott Overton continued the presentation.

RECYCLING SERVICES

Mr. Clifton offered a brief recap of the topics covered during the retreat and opened the floor to Council for their comments and expectations for the continued budget development.

COUNCIL FORUM/BUDGET EXPECTATIONS

Councilmember Harris shared expectations for staff to remain open-minded and emphasized that tradition should not dictate current practices. She also noted that Council decisions had long-term impacts, and that Councilmembers often hear perspectives that staff may not.

Mr. Clifton emphasized the value of having a diverse, elected body with differing viewpoints, as it encouraged direct and assertive conversations, especially on complex issues.

Councilmember McCarthy asked for a broader financial summary, whether the city was facing shortfalls, stability, or opportunities for expansion. Mr. Clifton responded that the city remained financially strong but was entering a phase of flattened revenues. Challenges included inflation, reduced surpluses from pandemic-era federal funding, and continued staffing shortages.

Vice Mayor Aslan reflected on the value of the budget process, and appreciated the time invested in quarterly reviews and the diversity of perspectives. He was concerned about the potential drying up of federal funds and encouraged contingency planning to prepare for a shifting fiscal landscape.

Councilmember Sweet thanked staff and voiced concern about the potential loss of federal funding. She stressed the importance of focusing on core city services.

Councilmember Matthews expressed gratitude for staff's effort and professionalism, and made note of the value of the information shared to help the Council make informed decisions.

Mayor Daggett echoed the support for staff and Council engagement. She emphasized the need to focus on foundational services like water, fire, and public safety. She also emphasized continued investment in employees and housing programs, and noted the progress and the importance of sustaining efforts under the city's declared housing emergency.

Mr. Clifton concluded by noting that more detailed work and discussions would occur with divisions ahead of the next Council retreat in April.

5. Adjournment

The Council Budget Retreat of February 2, 2024, adjourned at 11:35 a.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL BUDGET RETREAT - DAY 1
THURSDAY, FEBRUARY 1, 2024
CORE SERVICES FACILITY
3200 WEST ROUTE 66
8:30 A.M.

MINUTES

1. Call to Order

Mayor Daggett called the Budget Retreat of the Flagstaff City Council held February 1, 2024, to order at 8:31 a.m.

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 work session, 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.

PRESENT:	ABSENT:
MAYOR DAGGETT	
VICE MAYOR ASLAN	
COUNCILMEMBER HARRIS (virtual after 12:40 p.m.)	
COUNCILMEMBER HOUSE (virtual)	
COUNCILMEMBER MATTHEWS	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER SWEET	

Others present: City Manager Greg Clifton; Deputy City Attorney Kevin Fincel.

3. Pledge of Allegiance, Mission Statement, and Land Acknowledgement

The Council and audience recited the pledge of allegiance, Vice Mayor Aslan read the Mission Statement of the City of Flagstaff, and Councilmember Matthews read the 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. City Council Budget Retreat

Mr. Clifton offered opening remarks and introduced facilitator Jeff Kennedy who reviewed the objectives for the day.

COUNCIL BUDGET RETREAT FEBRUARY 1-2, 2024
WELCOME AND OBJECTIVES
AGENDA
BUDGET TIMELINE/COLOR OF MONEY
BUDGET TIMELINE
COLOR OF MONEY
FUND TYPES

Mr. Clifton and Economic Vitality Director Heidi Hansen continued the presentation.

DECEMBER RETREAT FOLLOW-UP
DOWNTOWN BUSINESS ALLIANCE
DBA CITY INVESTMENT
TOURISM
COMMUNITY INVESTMENT

Parks, Recreation, Open Space, and Events Director Rebecca Sayers continued the presentation.

PROSE

Public Works Director Scott Overton continued the presentation.

PUBLIC WORKS

Mr. Clifton inquired about a trash compaction system for downtown. Mr. Overton offered that they were considering a return to compaction service downtown. It would be a large capital cost and would require partnership with the Downtown Business Alliance. There were more immediate needs but they were looking at a variety of solutions to address the solid waste that is generated downtown.

Councilmember McCarthy made note of the grates around the trees downtown and how the trees were causing them to lift and create challenges for pedestrians, particularly those who utilize a mobility device. Ms. Sayers stated that staff had been discussing a pilot program to try some new types of products around the tree wells that might work better than the grates in the long term. The freeze-thaw cycles contributed to the challenges and how big the trees have gotten and they continue to research proper solutions.

CAPITAL PROJECTS RELATED TO DOWNTOWN

Mr. Clifton offered that the downtown experience touched on many things, visitor experience, tourism, activation of Heritage Square and alleys, hotel, retail, and community involvement. The activation of events of late including Movies on the Square are good for tourism but also very good for the locals. There was a strong presence of the local population visiting and enjoying downtown. It was an economic driver for the city as well. Ms. Hansen added that there were 168 events downtown each year.

Councilmember Harris agreed that there was great stuff happening in downtown, but she had heard feedback from community members who felt that the events were not for them. They also shared that they did not go downtown because the could not find parking, it was too busy, or there were too many tourists. There was a desire to have more events done in other parts of Flagstaff.

Ms. Hansen offered that they would be doing a large marketing plan for the BBB renewal and share information about how the BBB income helped support other areas of the city. There was a lot of focus on downtown and talking about other events and sharing information may help keep those other opportunities top of mind for people and bring awareness.

Councilmember McCarthy suggested including the Southside and Fourth Street in the planning efforts, similar to downtown.

Vice Mayor Aslan noted that he would like to have an assessment done on how compliant the lighting in downtown was and price out their replacement or modification to bring them into better compliance with the dark sky standards. Mr. Overton offered that there were two types of light fixtures downtown, the green decorative fixtures installed in the mid-90s which would likely not meet current standards and the second were the taller lights which were dark sky compliant. He noted that staff would be discussing the old light posts due to their age.

Councilmember Sweet asked to rethink the Clean Team and consider making it a dedicated maintenance person for the downtown instead. That position could ensure that lights were replaced, sidewalks painted and provide trash maintenance. Ms. Hansen stated that they wanted the funding to go toward things being maintained. If there were other ways to accomplish that then staff would be supportive. It would have to be a collaborative conversation with the Downtown Business Alliance and the city.

Mr. Overton added that the infrastructure features were the city's responsibility. The Clean Team was for the micro-trash, and they should coordinate efforts with the city in terms of scheduling things such as street sweeping and sidewalk maintenance. Again, it would have to be a collaborative conversation and partnership with the businesses downtown.

Management Services Director Rick Tadder continued the presentation.

REVENUE UPDATE
GENERAL FUND
GENERAL SALES TAX
STATE SHARED SALES TAX
STATE SHARED AUTO LIEU
STATE SHARED URBAN REVENUE (INCOME TAX)
BUILDING PERMITS
FRANCHISE FEES
HIGHWAY USER REVENUE FUND
TRANSPORTATION TAXES
BED, BOARD AND BEVERAGE FUNDS
PRIMARY PROPERTY TAX CONSIDERATION
PRIMARY PROPERTY TAXES
COUNCIL DIRECTION

Mayor Daggett clarified that the state set the cap on the levy for property tax and it was not a use it or loose it. Mr. Tadder responded yes and that it was a 2% cap each year but it builds up over time and is not lost in years that there may be no adjustment.

Vice Mayor Aslan stated that it had always been his preference to post the notice each year in order to keep options open and allow the Council to discuss and consider those options.

Councilmember Matthews asked how the rate was calculated and the impact on property owners. Mr. Tadder explained that the Council set the levy for the revenues they wanted to collect. The county then determined how those calculations were done. If there was a 2% levy increase, it was spread out through all the properties and each would be impacted differently based on their property value.

A majority of Council supported posting the notice.

A break was held from 10:15 a.m. through 10:26 a.m.

Finance Director Brandi Suda continued the presentation.

AVAILABLE RESOURCES AND FIXED COSTS

PENSION CONTRIBUTION RATES
PENSION EXPENDITURES
OTHER FIXED COSTS

Councilmember Matthews asked how costs were projected. Ms. Suda explained that it was an analysis of where the city has been in the past and where it is anticipated to go based on historic records, in addition to inflation and new costs. Those were only some of the things considered as part of the estimations, there was a lot of analysis that went into it.

AVAILABLE RESOURCES -- GENERAL FUND
FIXED COSTS -- GENERAL FUND
OTHER FUNDS FISCAL HEALTH

Councilmember McCarthy asked how the Library Fund was funded. Ms. Suda stated that it was funded through a County Library District tax along with a city general fund transfer. The county approved a rate increase last year to fund new positions.

Interim Deputy Human Resources Director Jennifer Caputo continued the presentation.

INVESTING IN EMPLOYEES UPDATE
RECRUITMENT DATA
APPLICANT STATISTICS
APPLICANT DEMOGRAPHICS
HIRES BY SOURCE
VACANCY RATE
WITHDREW FROM PROCESS
DECLINED OFFERS
DIFFICULT POSITIONS TO RECRUIT/RETAIN
SHORT-TERM RETENTION
SUCCESSFUL EFFORTS TO DATE
OPPORTUNITIES FOR IMPROVEMENT

Councilmember Matthews asked what markets were being used for comparisons. Interim Class and Comp Manager Jessica Vigorito stated that they had identified 24 to 30 benchmark cities with similar cost of living such as Scottsdale and Palm Springs. Based on the data from the benchmarks, they adjust up or down based on Flagstaff's cost of living.

GENERAL FUND BENEFITS -- OTHER
BENEFITS -- MEDICAL INSURANCE: 1.5% INCREASE

Ms. Vigorito continued the presentation.

COMPENSATION TERMINOLOGY
COMPENSATION -- RECAP
FY 2021-2022
FY 2022-2023
FY 2023-2024
COMPENSATION -- PRIORITIES
RESULTS OF INTERNAL MARKET ANALYSIS

EAC Representatives Jared Wotasik and Seth Gregar continued the presentation.

EMPLOYEE ADVISORY COMMITTEE (EAC)
PRIORITIES
IMPACT OF INFLATION, MINIMUM WAGE AND MARKET TRENDS
EXPANSION OF PAID PARENTAL LEAVE

Vice Mayor Aslan asked if there had been words of resentment or inequity from employees who would not be eligible for the leave due to a variety of reasons. Mr. Wotasik stated that there was always that

possibility and it was something that had to be balanced within the decision-making process.

Councilmember Harris stated that she did not think that the city had thought creatively enough about how to support employees in the areas of housing. Housing Director Sarah Darr explained the Employer Assisted Housing program and the proposal for housing at Thorpe Park, along with lack of funding. Community Development Director Dan Folke added that the Public Facility Zoning District was another barrier that they were working through. However, the cost and resources needed to build housing was the primary barrier.

Councilmember Harris asked about the potential for public/private partnerships. Ms. Darr stated that they were an option; the problem was that the city did not have the resources to contribute to the project.

Vice Mayor Aslan asked the Fire and Police Departments about the incidentals or perks that they felt were missing that often help attract and retain employees. Mr. Gregar offered from the Fire perspective that they needed a training facility that came with storage along with lockers, showers, restrooms, etc. Mr. Wotasik stated that the Police Department needed a larger gym, a place to properly store the Bomb Squad vehicle, and equipment in general to replace equipment that was nearing or at end of life. He also stated that there would be a presentation later in the meeting about the need for facility expansion.

A break was held from 12:00 p.m. through 12:37 p.m.

Mr. Clifton continued the presentation.

REFRESHER FOR COUNCIL/STAFF RELATIONS
COUNCIL/STAFF ROLES
THE DICHOTOMY
THE PRACTICAL MODEL
THE ACTUAL MODEL
REACTIVE POLICY MAKING
PROACTIVE POLICY PROCESS
STAFF ROLES -- POLITICAL TOPICS

Councilmember Matthews offered that Council often faced difficult decisions that would not please everyone, especially when they impact the city and local taxpayers. Taking political stances on state, national, or global issues, where the city had no control, only served to divide the community unnecessarily. Council should focus on matters within their jurisdiction and avoid engaging in broader issues that do not lead to actionable outcomes.

Councilmember McCarthy shared that he generally agreed but that there were times when it was appropriate to engage. He offered the example of uranium mining and impacts on water supply for Indigenous nations. Matters needed to be evaluated on a case by case basis.

STAFF ROLES -- COMMUNITY EXPECTATIONS
ORGANIZATIONAL STRUCTURE

Council further discussed the role of local government in broader political and social issues.

Councilmember Harris raised concern about the impact of state legislation that may conflict with the city's values. She emphasized the importance of advocating for Diversity, Equity, and Inclusion (DEI) and ensuring all staff feel valued, regardless of background. She cautioned against becoming a body that avoids advocacy for policies that benefit city operations and staff.

Mr. Clifton explained that the city's internal organizational values supported DEI and noted that staff were receiving training aligned with those principles.

Vice Mayor Aslan highlighted the political nature of elected roles such as campaigns, promises, and allegiances, but emphasized the importance of remaining aware of what truly mattered to the community. He encouraged mindful leadership that avoided unnecessary entanglement in broader

political issues while acknowledging the complexity of navigating such dynamics.

Councilmember Matthews stressed the importance of understanding the unintended consequences of Council decisions. She highlighted the need for better data and analysis to inform decisions.

Councilmember McCarthy emphasized the need to consider both positive and negative impacts of any decision and advocated for a balanced and comprehensive evaluation of all sides of an issue.

Fire Chief Mark Gaillard, Stormwater Manager Ed Schenk, Water Services Director Shannon Jones, and Housing Director Sarah Darr continued the presentation.

BOND PROJECT UPDATES
PROPOSITION 441: PUBLIC SAFETY
PROPOSITION 441: STORMWATER
MAP OF PROJECTS

Council raised questions about whether stormwater rate increases could be adjusted based on the outcome of grant funding. There was concern about the burden on ratepayers if sufficient grant funding was not secured.

Mr. Schenk stated that the original $26 million project was expected to be fully funded under Proposition 441. The need for additional grants had arisen due to funding gaps. The grant for the Killip Inlet was in the final stages and was close to being signed. The FEMA Hazard Mitigation Grant for Cedar Avenue was under federal compliance review and approval was expected once compliance was completed. The Killip Outlet project was expected to move forward with compliance work starting in the spring. He clarified that compliance did not guarantee funding, but it was required for final approval.

Staff expressed confidence in securing the grants and the city continued to work closely with state and federal partners. All projects would be completed as a unified system. Even if there was a shortage of funding for one-part, other projects would not be dropped or delayed. The team continued to explore efficiencies, alternative funding sources, and opportunities. While there was a remaining shortfall of approximately $2 million, staff were optimistic that the gap could be closed within the next 24 months.

PROPOSITION 441: WASTEWATER

Mayor Daggett emphasized the importance of educating the public about the projects and how crucial they are for the city's wastewater future.

Ms. Darr continued the presentation.

PROPOSITION 442: HOUSING

Councilmember Matthews asked if one of the options available would be rate buy downs. Ms. Darr stated that it was a potential and it had been discussed as part of the brainstorming exercise. There was a difference between what the city could do and what was politically palatable. Other things that came out of the brainstorming was down payment assistance, working with other organizations, lease to own, and ways to calculate income and different types of debt.

Councilmember Harris asked about the possibility of using consultants to help with the staff shortage. Ms. Darr stated that they were requesting to reprogram some existing funding to get a consultant to help with one of the programs. The challenge was timing. There was a push to move quickly and they have been fortunate to gain information and expertise from within the community.

Councilmember Matthews expressed support for the most efficient way to meet the need. Consultants could help with the short-term needs but it would be important to hire the extra FTE to oversee things. She was concerned about the time it took to properly onboard a new employee.

Capital Improvements Engineer Trevor Henry continued the presentation.

RESOURCE ALLOCATIONS AND PRIORITIES
CAPITAL IMPROVEMENT PROJECTS
TRANSPORTATION
CAPITAL PROJECTS (FUNDED)
LONE TREE OVERPASS AND CORRIDOR
DOWNTOWN MILE SAFETY AND CONNECTIVITY PROJECT
BEULAH & UNIVERSITY IMPROVEMENTS
BUTLER-FOURTH IMPROVEMENTS
LOCKETT AND CEDAR ROUNDABOUT

Airport Director Brian Gall and Airport Engineer Adam Miele continued the presentation.

AIRPORT
AIRPORT FUND
FY 2023-2024 PROJECTS
FY 2024-2028 PROJECTS

Councilmember Matthews shared that she had heard frustration about the long wait to obtain parking and storage for planes. She asked if there were future plans to address that. Mr. Gall explained that there 100 spaces at the airport to store aircraft and they were at capacity. There was a wait list that took about three to five years to get access. Staff was looking at options to expand that area in the future.

Mr. Henry continued the presentation.

WATER SERVICES
CAPITAL IMPROVEMENT PROJECTS (FUNDED)
INNER BASIN PIPELINE
CAPITAL IMPROVEMENT PROJECTS (PARTIALLY FUNDED)
RIO DE FLAG IMPROVEMENTS

Mr. Jones continued the presentation.

RIO PLANT DIGESTERS - $24M
NORESCO PROJECTS -- UPCOMING

Council discussed funding for large-scale water and wastewater projects. Staff confirmed that most major water and wastewater infrastructure projects would be funded through revenue bonds, which were repaid over time through water and wastewater service fees, not property taxes. While early rate studies suggested costs might be entirely covered by rate increases, the financial model did include assumptions about taking on debt at strategic points. Staff clarified that capital projects would likely be funded through a mix of rate adjustments, debt service, capacity fees, and external funding such as grants or federal appropriations. They acknowledged that while some smaller projects may be rate-funded directly, larger undertakings, like rebuilding treatment plants or potentially massive projects such as Red Gap Ranch, may require more complex financing strategies, including state and federal support. The team was actively pursuing all funding avenues and stressed the importance of balancing debt-to-revenue ratios and long-term sustainability in financing.

LAKE MARY RAW WATER PIPELINE
WILDCAT SEWER INTERCEPTOR

PUBLIC COMMENT

Steven Puhr asked about the status of the JW Powell Extension.

Mr. Clifton stated that the JWP project was active and progressing well, with regular meetings involving a multidisciplinary team, including planners, engineers, attorneys, real estate professionals, and key property owners. The group was nearing a final alignment, and discussions had advanced to specific details such as intersection types and locations, as well as funding strategies. Mr. Henry added that

coordination with large property owners was ongoing, with a specific plan underway to determine future land use and development elements. The city was responsible for 40% of the project funding, which was already secured, while the remaining 60% will be covered by property owners. The goal was to complete both the design and the specific plan by the end of the year.

Mr. Clifton offered closing remarks and offered a reminder that Day 2 would begin at 8:30 a.m. the next day.

5. Adjournment

The Council Budget Retreat of February 1, 2024, adjourned at 3:14 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL WORK SESSION
TUESDAY, JANUARY 23, 2024
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN AVE
3:00 P.M.

MINUTES

1. Call to Order

Mayor Daggett called the meeting of the Flagstaff City Council held January 23, 2024, to order at 3:01 p.m.

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 work session, 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.

PRESENT:	ABSENT:
MAYOR DAGGETT	
VICE MAYOR ASLAN	
COUNCILMEMBER HARRIS	
COUNCILMEMBER HOUSE	
COUNCILMEMBER MATTHEWS	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER SWEET	

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

3. Pledge of Allegiance, Mission Statement, and Land Acknowledgement

The Council and audience recited the pledge of allegiance, Councilmember McCarthy read the Mission Statement of the City of Flagstaff, and Councilmember Matthews read the 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. **Public Participation**

Public Participation enables the public to address the council about items that are not on the prepared agenda. Public Participation appears on the agenda twice, at the beginning and at the end of the work session. You may speak at one or the other, but not both. Anyone wishing to comment at the meeting is asked to fill out a speaker card and submit it to the recording clerk. When the item comes up on the agenda, your name will be called. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone to have 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.

Jill Stephenson addressed Council regarding electric vehicles and offered the assistance of the Northern Arizona Climate Change Alliance.

5. **Proclamation:** National Gun Violence Survivors Week

Mayor Daggett read the proclamation.

6. **Proclamation:** Career and Technical Education Month

Mayor Daggett read the proclamation.

7. **January Work Anniversaries**

Senior Deputy City Manager Shannon Anderson shared the January work anniversaries.

8. **Beautification in Action Grants plus Beautification, Arts and Sciences New Program Logo**

Art Collections and Beautification Coordinator Cristen Crujido and Beautification, Arts, and Sciences Program Manager Jana Weldon provided a PowerPoint presentation that covered the following:

PRESENTATION OVERVIEW
WHAT ARE BEAUTIFICATION IN ACTION GRANTS?
WHO CAN APPLY?
APPLICATION PROCESS
PROGRAM GOALS
BIA PROJECTS
OUTREACH
2024 BIA PROJECTS
DISCUSSION, COMMENTS

Councilmember House shared her gratitude and her excitement for the projects. She highlighted the importance of the food gardens and the food oasis.

Councilmember Sweet stated that the expanded marketing efforts have paid off and thanked staff for their hard work. She shared that she likes the utility box wraps and is excited about the 2024 projects.

Councilmember Matthews echoed what Councilmember Sweet stated and shared that she enjoys the utility box wraps as well.

Councilmember McCarthy shared that these projects separate Flagstaff from other communities.

PROGRAM LOGO -- VARIABLE IMAGES
SAMPLE WITH OTHER LOGOS
SIGNATURE GIF
DISCUSSION, COMMENTS, AND SWAG

Mayor Daggett shared that the logos are a stunning representation of the work staff does.

Councilmember Sweet, Councilmember House, and Councilmember Matthews shared their gratitude and their awe of the logos and the artwork. They felt it was a terrific way to highlight the artists who have contributed to the beautification of Flagstaff.

9. FAIR Item: City Seal/Logo & Civic Symbols

Management Analyst Chris Rhode provided a PowerPoint presentation that covered the following:

BACKGROUND
COMMON GOVERNMENTAL SYMBOLS
WHAT MAKES A GOOD SEAL
WHAT MAKES A GOOD LOGO
WHAT MAKES A GOOD FLAG

Councilmember McCarthy stated that the Arizona State flag was created by a woman who lived on South Leroux Street in Flagstaff.

CURRENT CITY SEAL
CURRENT CITY LOGO
CURRENT CITY FLAG
PATH FORWARD
OPTIONS FOR REDESIGNS
TAKE NO OR MINIMAL ACTION
REDESIGN THROUGH HIRED DESIGN FIRM
REDESIGN INTERNALLY
REDESIGN THROUGH PUBLIC-FIRST PROCESS
POSSIBLE INVOLVEMENT OF COMMISSIONS/PANEL
OPTIONS TO IMPLEMENT
SEEKING COUNCIL DIRECTION
WHAT ELEMENTS SHOULD BE REDESIGNED?
SMALL OR NO CHANGES TO CITY SEAL/LOGO
REDESIGN THE CITY SEAL
REDESIGN THE CITY LOGO
CREATE A CITY FLAG
OPTIONS FOR REDESIGNS

Vice Mayor Aslan shared that public feedback prompted him to support a logo redesign. He emphasized including Indigenous influence and history, and prefers a complete redesign of both the logo and the seal. He is not focused on the city flag and believes the process should be led by an artist, with input narrowed down by a committee.

Councilmember House supports redesigning the logo and suggested converting the current logo into the city seal. She prefers an internal process led by a committee of commission members.

Councilmember Sweet sees the redesign as a chance for rebranding but is concerned about time and cost. She favors turning the current logo into the seal and involving the community and a panel to reduce the burden on staff.

Councilmember Harris is enthusiastic about a redesign and stressed representing the city's diverse contributors. She proposed forming a small ad hoc committee and warned about staff time constraints.

Councilmember Matthews prefers minimal staff involvement and a local artist-driven approach. She supports phasing in changes over time and setting clear design parameters.

Mr. Rhode noted that staff time should be minimally impacted and later confirmed a general consensus to begin the redesign and use the current logo as the seal, while standardizing the date.

Councilmember McCarthy questioned the need for a redesign, citing the simplicity required for logos. While open to public input, he is concerned about costs and favors gradual changes if any are made.

Mayor Daggett supports highlighting early contributors to the city and hiring a graphic design firm to manage the process, noting this would ease staff burden. She favors public input through surveys or focus groups and cautioned against high spending.

Mr. Rhode asked for clarity on the process. Several Councilmembers discussed potential involvement from NAU students as a low-cost option, with varying opinions on oversight and public engagement.

Vice Mayor Aslan raised concerns about control and timelines if NAU is involved, but supported starting with public surveys and finishing with a committee narrowing down options. He also recommended involving Discover Flagstaff and local artists.

Councilmember McCarthy agreed that NAU students could be a good resource. Economic Vitality Director Heidi Hansen estimated a design firm could cost $50,000 and emphasized the importance of defining what the Council dislikes about the current logo.

Council agreed the topic should be revisited in a future meeting. Mr. Rhode confirmed a general consensus to form a panel, develop design guidelines, and involve artists or NAU.

Councilmember House reiterated that the current logo is too complex for a logo but works as a seal. She prefers an internal redesign for now.

Mr. Rhode noted that internal work aligns better with a public process and said a fall timeline is possible if kept in-house.

Councilmember Harris requested that Mr. Rhode explore NAU's involvement. Councilmember Sweet supported continued discussion but raised financial concerns and the need for a budget.

Mayor Daggett requested Mr. Rhode return with a budget and recommendations after contacting NAU.

Ms. Hansen stated that a design firm would streamline replacement logistics and that Discover Flagstaff could help, but lacks capacity for public outreach.

Councilmember Matthews voiced design preferences (liking the peaks and flag, disliking the river and oil painting look). She supported an internal process with limited but meaningful public input.

Vice Mayor Aslan also supported an internal redesign with some external artist involvement and committee review. He wants several design options narrowed down by a commission.

Mr. Rhode confirmed he will return with a fleshed-out plan, including a budget and NAU feedback. City Manager Clifton concluded that further discussion would be necessary.

Mayor Daggett called a break from 5:12 p.m. to 5:24 p.m.

10. Water, Wastewater, and Reclaimed Water Rates and Cost-of-Service Study - Presentation 2 of 3 on Capacity Fees

Water Resources Manager Erin Young, Management Analyst Lisa Deem, and Principal at Stantec Carol Malesky provided a PowerPoint presentation that covered the following:

OUTREACH UPDATE
EMAILED TO COMMUNITY ENGAGEMENT LIST JAN 16TH
COMMUNITY ENGAGEMENT LIST
EMAIL TO DEVELOPERS AND CONTRACTORS
DEVELOPER/CONTRACTOR LIST
OUTREACH UPDATE -- WEBSITE AND TABLING MATERIALS
WHAT CHARGES & FEES ARE WE EVALUATING ON A TYPICAL BILL?

RATE TABLES -- WHAT CHARGES & FEES ARE WE EVALUATING?
BIG PICTURE -- POINTS FOR COUNCIL DIRECTION & LATER REFINEMENTS
TONIGHT'S MEETING & COUNCIL DIRECTION FEBRUARY 6
WATER COMMISSION JAN 18 RECOMMENDATIONS

Mayor Daggett asked staff to share the Water Commission's concerns. Water Services Director Shannon Jones explained that the concerns were related to the large scale of two specific projects.

AGENDA
SCOPE OVERVIEW
CAPACITY FEE APPROACH OVERVIEW
CAPACITY FEE APPROACHES
CAPACITY FEE OPTIONS
GROWTH RELATED WATER PROJECTS
GROWTH RELATED WASTEWATER PROJECTS
LEVEL OF SERVICE DISCUSSION

Vice Mayor Aslan asked what the Red Gap Ranch soft costs include. Ms. Malesky stated that they include right-of-way acquisitions, studies, and tests.

CAPACITY FEE OPTIONS USING THE COMBINED METHOD
FUTURE WATER SUPPLY NEEDS -- BASECASE SCENARIO

Mayor Daggett asked if the recovered reclaimed water comes from the Rio de Flag discharge, and Ms. Young confirmed it does. She also discussed natural recharge estimates and direct reclaimed water delivery.

Councilmember Matthews inquired about the year tied to the projected population of 178,000, and Ms. Young responded that it is around 2080. Matthews expressed skepticism about reaching that population due to the City's landlocked nature and raised concerns about how density could impact the water supply.

FUTURE WATER SUPPLY NEEDS -- RESILIENCY SCENARIO

Councilmember Matthews asked about the 2004 bond. Ms. Young explained it was approved to secure water rights or projects during a drought, and Red Gap Ranch was purchased with those funds.

Management Services Director Rick Tadder clarified that the bond funds have already been used and paid off. While there were some soft costs, current fees are for new projects.

Mr. Clifton added that population growth is expected to level off in 60 to 70 years, according to the 100-year plan.

CAPACITY FEE OPTIONS USING THE COMBINED METHOD
CURRENT CAPACITY FEES

Councilmember Harris asked how meter size is determined. Ms. Malesky explained that a ¾" meter is standard for residential units, and Mr. Jones added that engineering staff calculates meter size based on several factors during the development review process.

Councilmember Harris also asked if homeowners are typically aware of their meter size or if builders handle it. Mr. Jones said it can vary, some homeowners know, while in other cases, the builder manages it.

Ms. Malesky inquired whether residents are informed about meter size and connections when building permits are issued. Mr. Jones noted that this information is included in the permit process, and Mr. Tadder offered further clarification.

WATER CAPACITY FEE OPTIONS USING THE COMBINED METHODOLOGY

Mayor Daggett asked if there is a limit to the amount of time the City can hold money in an account to spend later. Mr. Tadder stated that there is not.

Councilmember Matthews stated that the fees can be very limiting for commercial businesses who want to remodel or build.

WASTEWATER CAPACITY FEE OPTIONS USING THE COMBINED METHODOLOGY
CAPACITY FEE COMPARISON PER ERU
DISCUSSION

Mayor Daggett asked for a comparison of the Water Commission's recommendations on fee options.

Ms. Malesky shared that the Commission generally supported the combined fee option. Most members were comfortable with Option 1B, and with Option 1D for wastewater, though one commissioner had concerns.

Councilmember McCarthy asked if staff needed direction that night, and Ms. Malesky said direction would be sought at the next meeting.

Vice Mayor Aslan inquired about concerns from two commissioners regarding future projects. Mr. Jones explained their concerns were mainly about the size and timing of those projects.

NEXT STEPS

Mayor Daggett asked how feedback from organizations would be shared. Ms. Young said staff would summarize attendance and concerns, and noted public comment would be accepted at the February meeting.

Councilmember Matthews asked if Neighborhood Associations were part of the outreach list and expressed concern about a costly remodel of a medical building on 4th Street. Ms. Young confirmed they were included and offered to contact the property owner directly.

Councilmember Harris raised the issue of how to explain rising water rates to constituents.

Ms. Deem explained that she translates technical water data into understandable language and noted that rising infrastructure costs make it difficult to maintain service levels. She emphasized the importance of only charging for necessary services.

Councilmember McCarthy brought up Scottsdale's advanced wastewater treatment and asked when Flagstaff would implement similar systems. Ms. Young said past infrastructure was funded by golf course communities and emphasized planning steps. Mr. Jones added that the process must follow proper sequencing. Ms. Young noted Scottsdale's investment of over a billion dollars in today's terms. Mayor Daggett mentioned that Scottsdale's treated water is not currently for public consumption.

City Manager Clifton added that biosolids treatment is a key need and that advanced treatment will be considered in the future.

Councilmember Harris requested that a legend be added to the cheat sheet to explain acronyms.

11. Public Participation

Dennis Givens addressed Council regarding parking on the Southside of Flagstaff. He expressed that there has been a car parked in front of his house for months that has several tickets on it, but that it has not moved. He asked how the City will enforce parking tickets for out-of-state people. He also spoke about fluoride in the water and how it should not be added to the water supply. He also would like to see advanced water treatment.

12. Informational Items To/From Mayor, Council, and City Manager; future agenda item requests

Councilmember House spoke of the Army Corps meeting on Rio de Flag updates.

Mayor Daggett spoke of the US Conference of Mayors, the work of staff on the project on Butler Ave, and praised the Public Affairs team for filming a video with Sustainability.

Mr. Clifton spoke of the employee recognition event and attending the Arizona City Mangers Association meeting.

13. Adjournment

The Work Session of the Flagstaff City Council held January 23, 2024, adjourned at 7:19 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL WORK SESSION
TUESDAY, JANUARY 9, 2024
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN
3:00 P.M.

MINUTES

1. Call to Order

Mayor Daggett called the meeting of the Flagstaff City Council held January 6, 2024, to order at 3:00 p.m.

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 work session, the City Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion 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 telephonically or by other technological means.

PRESENT:	ABSENT:
MAYOR DAGGETT	
VICE MAYOR ASLAN	
COUNCILMEMBER HARRIS (virtually)	
COUNCILMEMBER HOUSE	
COUNCILMEMBER MATTHEWS	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER SWEET	

Others present: Deputy City Manager Joanne Keene; City Attorney Sterling Solomon.

3. Pledge of Allegiance, Mission Statement, and Land Acknowledgement

The Council and audience recited the pledge of allegiance, Councilmember House read the Mission Statement and Councilmember Sweet read the 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. Public Participation

Public Participation enables the public to address the council about items that are not on the prepared agenda. Public Participation appears on the agenda twice, at the beginning and at the end of the work session. You may speak at one or the other, but not both. Anyone wishing to comment at the meeting is asked to fill out a speaker card and submit it to the recording clerk. When the item comes up on the agenda, your name will be called. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone to have 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.

Jill Stephenson, a volunteer with Northern Arizona Climate Change Alliance, addressed Council regarding fleet electrification and the benefits of switching to electric-only vehicles. She shared a few ideas on how best to achieve the goal.

Libby Stortz submitted a written comment opposing the Flagstaff First petition.

5. Review of Draft Agenda for the January 16, 2024 City Council Meeting

Citizens wishing to speak on agenda items not specifically called out by the City Council may submit a speaker card for their items of interest to the recording clerk.

None.

6. Proclamation: Human Trafficking Awareness Month

Mayor Daggett read the proclamation.

7. Commission Update: Open Space Commission

Open Space Commission Chairperson Mike Wilson and Open Space Supervisor Robert Wallace provided a PowerPoint presentation that covered the following:

DISCUSSION TOPICS
OPEN SPACE COMMISSION AUTHORITY
OPEN SPACE COMMISSION HISTORY
COMMUNITY GOALS & BENEFITS
IMPORTANT TERMINOLOGY
EXISTING OS REGIONAL PRESERVES
CONNECTORS & REGIONAL PRESERVES
UPHOLDING PBB AND OTHER GOALS
RECENT ACCOMPLISHMENTS
CURRENT COMMISSION PROJECTS
FUTURE COMMISSION PROJECTS
RECOMMENDATIONS FOR CITY COUNCIL
OPEN SPACE COMMISSIONERS

Councilmember House asked if the Open Space Commission's strategic plan is public. Mr. Wallace said it is an internal document but can be shared. She also inquired about how zoning and development changes are considered and how Council can best collaborate with the commission. Mr. Wallace mentioned that the Parks, Recreation, Open Space, and Events (PROSE) Division is working on a master plan with maps of potential open space areas, which will be shared with Council and Community Development.

Vice Mayor Aslan expressed support for creating more open space in southeast Flagstaff and suggested integrating wildlife corridors into the commission's priorities. He asked about plans to

incorporate these corridors. Mr. Wilson said they are being considered in the Observatory Mesa process, and Mr. Wallace added that staff is working to include them in the Regional Plan.

Councilmember McCarthy said Flagstaff's open spaces are a major reason he loves living there. He supports wildlife corridors and connectivity, appreciating that these are being included in current plans. He also noted his satisfaction that a Planning and Zoning Commission member is part of the Open Space Commission.

Councilmember Sweet thanked the commission for their work, saying it enhances the community's character.

Mayor Daggett also thanked the commission and expressed her long-time support for open space. She asked about outdoor education opportunities. Mr. Wallace responded that the current Open Space Coordinator, Sarah Holditch, focuses on public education and that the team plans to request funding to extend that position.

8. Discussion on 2024 State and Federal Legislative Priorities

Public Affairs Director Sarah Langley introduced the legislative team, including consultants Bob Holmes with Nexus Consulting and Brian Murray with Cornerstone Public Affairs, and presented an overview of the legislative priorities. Ms. Langley shared the Federal Legislative Priorities and the State Legislative Priorities documents and asked for feedback from the Council.

Councilmember Matthews asked why the phrase "utilize funding" was included in the documents. Ms. Langley explained it was to support grant applications and funding requests, including grants and appropriations.

Councilmember McCarthy suggested updating the Climate Change heading to include "at the community and national scale" so Flagstaff can encourage national leadership.

Councilmember House raised concerns about affordable housing, specifically the impact of Housing Choice Voucher rent determinations that disadvantaged communities like Flagstaff due to large county-wide market rates. She recommended pursuing federal conversations to reconsider how these rent standards are set. Ms. Langley agreed this was important and said staff would revise the language on affordable housing priorities and share it with Council.

Councilmember Harris commented on challenges related to fire and flood insurance, sharing a story about Southside residents in a floodplain needing to buy flood insurance.

Vice Mayor Aslan suggested adding language about wildlife corridors to the Federal priorities and strengthening multi-modality language. He recommended downgrading rural broadband from a federal priority to a state priority to reflect current funding realities.

Councilmember Sweet asked about the Snow Removal Equipment Building at the airport. Grants, Contracts, and Emergency Management Director Stacey Brechler-Knaggs reported the City has received $4 million in grants, with another $3 million expected, but still needs $15 million more to complete the project.

Mayor Daggett emphasized sharing stories about Flagstaff residents' insurance struggles during lobbying. She also asked about broadband advocacy. Mr. Holmes noted that much broadband funding is now passed to states. Mayor Daggett stressed the importance of continuing broadband advocacy for equity and economic development.

Vice Mayor Aslan reiterated that rural broadband funding efforts should focus on State priorities rather than Federal, based on Mr. Holmes' explanation.

Mr. Murray provided a PowerPoint presentation that covered the following:

HYPER PARTISAN, RAZOR THIN MAJORITIES FOR REPUBLICANS

KEY DEADLINES FOR THE LEGISLATIVE SESSION
JOINT LEGISLATIVE BUDGET COMMITTEE (JLBC) - KEY POINTS -- BUDGET REALITY
MAJOR THEME OF SESSION: WATER POLICY

Ms. Langley went over the draft State Legislative Priorities.

Mayor Daggett acknowledged Mr. Murray's key role in securing flooding mitigation funding for Hwy 180.

Councilmember House asked about Housing Supply Committee recommendations on affordable housing through zoning or supply support. Mr. Murray noted the Home Builders Association largely opposes these measures until the "hundred-year rule" issue is addressed.

Councilmember House also raised concerns about Highway User Revenue Fund (HURF) allocations, especially with rising electric and hybrid vehicle use. Mr. Murray said bills are looking at shifting from one-time fees to mileage-based taxes. Councilmember House stressed the importance of monitoring multimodal electrification funding.

Councilmember Harris commented that the state waits for emergencies before acting on road funding. Mr. Murry added no state has yet proposed a workable tax system for electric vehicle road use.

Councilmember Matthews asked about LIHTC funding for statewide affordable housing; Mr. Murray will follow up. She also questioned lobbying for an "aggressive" clean energy standard, noting APS's current efforts and concerns about the term "aggressive."

Vice Mayor Aslan suggested including rural broadband in state priorities and emphasized partnerships on Dark Skies for better ADOT attention to nighttime lighting. He also proposed building a stronger relationship with the Arizona Corporation Commission.

Councilmember McCarthy supported rural broadband as a state priority, recommended removing "aggressive" from clean energy language, and clarified that inclusionary zoning is against state law.

Councilmember Sweet appreciated preserving local control and was comfortable moving rural broadband from federal to state priorities after hearing from Mr. Holmes that funding is state-based.

Mayor Daggett asked about state park funding support, which staff would back. She expressed concern over flat tax impacts and inquired about discussions on raising state income tax. Mr. Murray also noted the governor's interest in reducing ESAs. Mayor Daggett mentioned receiving a letter supporting connectivity funding.

Councilmember Harris recalled concerns from a community broadband meeting about potential funding pullbacks. Mr. Murray clarified the subsidy was federal.

Ms. Langley requested clarity on rural broadband's priority placement. Councilmember McCarthy suggested waiting for public comments before deciding. Councilmember Matthews noted broadband could be removed later if higher priorities emerge. Mr. Holmes saw no issue keeping it on the list.

Tyler Denham addressed Council regarding adding language to the affordable housing section such as "provide incentives and technical assistance to cities to sustainably increase their housing supply."

Tom Pearson addressed Council about fire and flood insurance. He asked why Flagstaff is not a Wildfire Airtanker Base like Prescott and spoke about the rapid response that would provide. He suggested Flagstaff get an air tanker base.

Michele James, Executive Director of Friends of Flagstaff's Future, suggested that the priorities address both Flagstaff's Climate and Housing emergencies. She stated that the priorities need to be more detailed and that the environmental changes must be broken apart in detail. She added that food supply needs to be added to the priorities and that there needs to be additional monies asked for in the affordable housing priority. She also expressed opposition to anti-ESG legislation.

Deputy City Manager Joanne Keene stated that staff will bring more information to Council regarding broadband. She shared that an RIF had been issued previously and she added that it would be helpful to keep the item on both the federal and state legislative priorities.

Councilmember House asked why the language in the document was broad rather than detailed. Ms. Langley explained that being too specific could limit the City's flexibility, and that more detailed lobbying priorities are included in separate federal and state packets prepared before each lobbying trip.

Councilmember McCarthy suggested adding a Wildfire Air Tank for Flagstaff to the priorities. Ms. Langley said she would follow up with the Fire Department on that.

Councilmember Harris emphasized that the priority list is not all-encompassing and should remain focused and narrow.

9. Presentation on Civil Rights and 2023 Municipal Equality Index

Management Analyst Chris Rhode provided a PowerPoint presentation that covered the following:

CIVIL RIGHTS ORDINANCE
PRESENTATION OVERVIEW
WHO IT APPLIES TO
WHO IS EXEMPT
PROTECTED CLASSES
COMPLAINT PROCESS

Vice Mayor Aslan asked how often this complaint process is initiated. Mr. Rhode stated that he might get one to two a year, but sometimes more.

MUNICIPAL EQUALITY INDEX
WHAT IS THE MUNICIPAL EQUALITY INDEX?
CONTENTS OF SCORECARD
FLAGSTAFF 2023 SCORECARD
WHERE WE GAINED POINTS

Mayor Daggett asked if the City had jurisdiction to create a ban on conversion therapy for minors. City Attorney Solomon stated he would follow up on that question.

WHERE WE LOSE POINTS
HOUSING NON-DISCRIMINATION LAWS

Councilmember House asked if Flagstaff has a fair housing ordinance. Housing Director Sarah Darr stated that the city does not due to the preemption from the state, but that the city is required to comply with the federal Fair Housing Act.

SINGLE-OCCUPANCY ALL-GENDER FACILITIES

Mayor Daggett asked about clarification on how to get the second point and Mr. Rhode stated that it would take an ordinance to require all-gender bathrooms in all buildings in the City, not just City-owned facilities.

CITY PROVIDES TRANSGENDER-INCLUSIVE HEALTHCARE BENEFITS
NON-DISCRIMINATION ORDINANCE IS ENFORCED BY CODA
YOUTH BULLYING PREVENTION POLICY FOR CITY SERVICES

Councilmember McCarthy stated that he would like to see an anti-bullying policy that is non-explicit.

LEADERSHIP'S PRO-EQUALITY LEGISLATIVE OR POLICY EFFORTS

OPENLY LGBTQ+ ELECTED OR APPOINTED LEADER(S)
CITY TESTS LIMITS OF RESTRICTIVE STATE LAW

Councilmember House thanked Mr. Rhode for his work. She addressed the points lost regarding the openly LGBTQ+ Elected or Appointed Leaders and how it is not a discriminatory or problematic category. She stated that she is angered by losing points on this category and she would like staff to push back on the category. Councilmember House also addressed the youth program anti-bullying ordinance and stated that she would like Council to consider something along those lines that would include all protected classes. Mr. Solomon suggested language for the policy. Mr. Rhode stated that the anti-bulling policy would be very easy to implement. Council was supportive of staff working on a draft ordinance on youth bullying prevention.

Councilmember McCarthy stated that he agreed with Councilmember House.

Councilmember Harris stated that she was ok with not getting points in the Openly LGBTQ+ Elected or Appointed Leaders category and finds the category problematic.

Mayor Daggett called a break from 5:43 p.m. through 5:54 p.m.

10. Housing Update and Follow-up Regarding Funding Allocations for the Homeless Shelter and Services Fund

Housing Director Sarah Darr, Housing Program Manager Adriana Fisher, Assistant Housing Director Justyna Costa, and Housing and Grants Administrator Kristine Pavlik provided a PowerPoint presentation that covered the following:

PRESENTATION OVERVIEW

Councilmember Matthews requested detailed information on the funding allocations for homeless shelter and service funds, noting that the previous presentation lacked the data Council had asked for. Ms. Darr responded that more detailed information would be provided verbally, and procurement staff would address the concerns. Deputy City Manager Joanne Keene added that a few more slides had been added to the prior presentation. Ms. Darr also mentioned that Ms. Pavlik would share the methodology and additional details.

HOUSING PLAN UPDATE
UPDATED PROGRESS CHART

Mayor Daggett asked how Ms. Fisher is coming up with the affordable units figure. Ms. Fisher explained how they process the figures.

Councilmember House asked if that includes the Aura project. Ms. Fisher stated that they are not yet built.

RECENTLY COMPLETED STRATEGIES
RECENTLY COMPLETED STRATEGIES
SOON TO BE COMPLETED
ONGOING STRATEGIES
24/25 IMPLEMENTATION PLAN
HOUSING COMMISSION MEMBERSHIP

Councilmember House expressed discomfort with asking commission applicants if they have been directly impacted by homelessness, suggesting a broader question to ease that discomfort.

Councilmember Matthews recommended updating the question to include an example related to experiencing homelessness.

Mayor Daggett noted that during commission recruitment, extra efforts could be made to reach out to people with homelessness experience and expressed openness to discussing the commission's makeup.

Councilmember Sweet supported these comments.

HOUSING BOND UPDATE

Mayor Daggett asked if there has been any feedback. Ms. Costa stated that the funds are making a difference.

CURRENT FEDERAL/STATE FUNDING

Councilmember Matthews inquired about the remaining $307,000 from CDBG PY21 funds, and Ms. Darr said she would provide a detailed breakdown.

Councilmember Harris asked about the total remaining CDBG funds and their allowable uses; Ms. Darr explained the difference between program and fiscal years and noted funds support low-to-moderate income housing and public services, with 15% for economic development.

Councilmember Matthews questioned if agencies with unspent prior awards could receive new funds; Ms. Darr confirmed they could, but a new application question requires a spend-down plan. Ms. Costa noted this spending delay issue is not unique to Flagstaff.

Ms. Brechler Knaggs attributed some delays due to ARPA funding complexities and discussed the solicitation process. Purchasing Director Patrick Brown spoke about the grant evaluation process. Ms. Darr emphasized that the process was developed with procurement, grants, and legal teams, including risk assessment, with ultimate responsibility resting with staff.

FUTURE FEDERAL/STATE FUNDING
HOMELESS SHELTER & SERVICES FUNDS
HSSF PROCUREMENT
HOMELESS SHELTER & SERVICES
FUNDING RECOMMENDATIONS

Mayor Daggett asked about lowering the administrative fee, and staff expressed comfort with a reduced amount. The discussion focused on what to do with an extra $56,000 in funding.

Councilmember Matthews felt there was not enough information to make a fair decision without seeing the applications.

Councilmember Harris encouraged doing the hard work but said a decision was not needed immediately. Staff requested a decision soon to meet grant deadlines, suggesting the $56,000 be split among the three lowest-scoring programs.

Concerns about fairness were raised, as some programs were fully funded while others were not. Staff noted reallocating funds without Council input would not be fair. Mr. Solomon recommended an Executive Session to discuss legal questions on January 16, 2024. Several Councilmembers supported this and expressed a need for more information before making final decisions.

Mayor Daggett was okay with splitting the $56,000 among the bottom three programs. Vice Mayor Aslan favored increasing funding to Flagstaff Shelter Services. Some Councilmembers wanted more time and information. It was noted agencies would only learn of funding recommendations through public documents.

CDBG 2024 ANNUAL ACTION PLAN TIMELINE
COMMUNITY INPUT MEETING
COMING ATTRACTIONS
POINT IN TIME COUNT -- PIT COUNT

Mayor Daggett pointed out that the dates of the PIT count are nationally chosen, and Ms. Pavlik confirmed that it was.

OTHER THINGS ON THE HORIZON

Mayor Daggett asked about affordable rental units leaving the program, and staff confirmed they are working to preserve those units.

Councilmember Matthews requested to see how applicants calculate the number of people served, especially compared to the PIT count. Ms. Darr said a question was added to the CDBG application asking agencies to explain their counts.

Councilmember Harris inquired about how the PIT count is conducted, and Ms. Darr explained that volunteers survey the community to count unsheltered individuals.

11. Snow Hero Pilot Program Overview

Volunteer and Event Coordinator Steven Thompson provided a PowerPoint Presentation that covered the following:

PURPOSE
BACKGROUND RESEARCH
RESEARCH ON SUCCESSFUL PROGRAMS
CEDAR RAPIDS-SNOW BUDDIES
DENVER-SNOW ANGELS
LINCOLN-SNOW ANGELS PROGRAM
TOLEDO -- SNOW ANGELS SHOVELING PROGRAM
COLLABORATION
APPROACH
THREE PHASES
PHASE I -- PILOT YEAR
RESIDENT
SNOW HERO
TARGETED OUTREACH
COURTESY BERM VS. SNOW HERO
BROADER OUTREACH
OPPORTUNITIES

Vice Mayor Aslan asked why the name changed from Snow Angels to Snow Hero and asked who is liable if a volunteer does not show up or breaks something. Mr. Thompson stated that the name was changed because he wanted to really highlight the hero aspect of the volunteer and neighbor. He also stated that if there is an issue with a volunteer not being able to help, the volunteer would reach out to other community members or to Mr. Thompson to see if a replacement can be found. Mr. Thompson also stated that there will be a liability waiver so that people understand that the City is not liable since the Snow Heroes are not city volunteers, but neighbors giving their help.

Councilmember Harris stated the time period for the clearing sidewalks is 24-hours and she had concerns about the 48-hours time period.

Councilmember Matthews stated that she loves the program. She asked if there was any activity in the program based on the snow event over the weekend and Mr. Thompson stated that staff was still in the process of matching heroes.

Mayor Daggett stated that the difference between snow berms removal and this program was that snow berm removal is in the public right of way. Mayor Daggett also addressed that the Commission on Inclusion and Adaptive Living wanted to ensure that the Sustainability Division is working with NAU on the program. Mr. Thompson stated that he had already reached out to them.

12. Public Participation

None

13. Informational Items To/From Mayor, Council, and City Manager; future agenda item requests

Councilmember Aslan stated that he may be more active during meetings in the new year.

Councilmember House asked for consideration of writing a letter to the Human Rights Commission regarding the Openly LGBTQ+ Elected or Appointed Leaders metric on the question being intrusive and to make a statement on the dynamics of the metric.

Mayor Daggett stated that she would be attending the US Mayors Conference next week and she would try attend Council virtually. She notes that Supervisor Horstman held a meeting with eight animal rescue groups, where they were encouraged to brainstorm radical ideas to support the groups. They plan to recruit volunteers as part of their efforts.

14. Adjournment

The Work Session of the Flagstaff City Council held January 9, 2024, adjourned at 8:01 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL WORK SESSION
TUESDAY, NOVEMBER 14, 2023
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN AVE
3:00 P.M.

MINUTES

1. Call to Order

Mayor Daggett called the meeting of the Flagstaff City Council held November 14, 2023, to order at 3:03 p.m.

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 work session, 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.

PRESENT:	ABSENT:
MAYOR DAGGETT	COUNCILMEMBER SWEET
VICE MAYOR ASLAN	
COUNCILMEMBER HARRIS (virtual)	
COUNCILMEMBER HOUSE (virtual)	
COUNCILMEMBER MATTHEWS	
COUNCILMEMBER MCCARTHY (arrived at 3:12 p.m.)	

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

3. Pledge of Allegiance, Mission Statement, and Land Acknowledgement

The Council and audience recited the pledge of allegiance, Councilmember Matthews read the Mission Statement of the City of Flagstaff, and Councilmember House read the 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. Public Participation

Public Participation enables the public to address the council about items that are not on the prepared

agenda. Public Participation appears on the agenda twice, at the beginning and at the end of the work session. You may speak at one or the other, but not both. Anyone wishing to comment at the meeting is asked to fill out a speaker card and submit it to the recording clerk. When the item comes up on the agenda, your name will be called. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone to have 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.

Eric Wolverton, Executive Director for Habitat for Humanity of Northern Arizona, addressed Council regarding the celebration Habitat for Humanity will hold in November at the Murdoch Center for the opening of the starter homes. He also addressed the projects that Habitat is working on to address the housing emergency and the needs that the non-profit still faces.

Jill Stephenson addressed Council regarding human-caused climate change. She asked that the Flagstaff Regional Plan includes judging new projects by their climate impact and that all projects should be evaluated to reach climate-neutrality.

Recreation Supervisor Haley Reynolds addressed Council inviting them and the public to Flagstaff's Winter Wonderland and the tree lighting.

5. Review of Draft Agenda for the November 21, 2023 City Council Meeting

None

Citizens wishing to speak on agenda items not specifically called out by the City Council may submit a speaker card for their items of interest to the recording clerk.

6. Flagstaff Shelter Services Update

Flagstaff Shelter Services Executive Director Ross Schafer presented an update on the Flagstaff Shelter Services (FSS) to Council. Slides included:

- Mission
- Who We Serve
- Locations
    - Huntington
    - The Crown
    - The Lantern
- Unsheltered to Permanently Housed
- Our Community

Councilmember House inquired about the unspoken needs of FSS and how the City could best collaborate with FSS and other organizations. Ms. Schafer highlighted several underlying challenges, noting that for every person the Shelter helps secure permanent housing. She suggested that the Council and Housing Commission could support by reviewing all funding sources and exploring innovative ways to apply them toward housing solutions.

Councilmember Matthews acknowledged the complex causes of homelessness and asked about Huntington's capacity, to which Ms. Schafer replied it is 186 beds. Councilmember Matthews also questioned whether the Shelter tracks the origins of individuals served, such as those coming from Northern Arizona or other areas. Ms. Schaffer confirmed that intake data is collected both at the Shelter's front door and through the Homeless Management Information System, which also tracks recidivism. Additionally, the January Point-in-Time count is used, though Ms. Schaffer expressed concerns about its accuracy.

Councilmember Matthews asked about funding for The Crown and The Lantern, Ms. Schafer explained that The Crown's funding currently limits it to transitional housing for five years, after which the property

may be used more flexibly. Regarding security at The Lantern, she assured that once renovated and staffed by trained professionals, security will be a key focus. On length of stay, Ms. Schafer noted there is no general limit except the two-year restriction tied to The Crown's funding.

Councilmember McCarthy thanked Ms. Schafer for her dedication, echoing Council's appreciation for the Shelter's work. Vice Mayor Aslan also expressed gratitude and requested clarification on "low-barrier access." Ms. Schafer defined it as minimal restrictions for entry, such as not barring individuals due to intoxication, with very few exceptions.

Councilmember Harris thanked Ms. Schafer and asked about ownership of The Crown after the five-year funding period. Ms. Schafer clarified that while the funding requires serving people as outlined in their grant for five years, FSS cannot sell the building afterward. However, the property may then be used for longer-term or permanent housing without restrictions.

Mayor Daggett asked about transportation options for individuals seeking Shelter assistance. Ms. Schafer shared that FSS partners with Care First to provide taxi services during winter evenings and maintains a non-emergency line for those in need. When questioned about data gathering, Ms. Schafer confirmed FSS's commitment to funder-required reporting and participation in national databases.

Mayor Daggett inquired about the continuum of care in Coconino County and how it functions as a safety net. Ms. Schafer explained that funding and data are managed through this continuum, which also includes an advisory group with nearly 80 members. The crisis system and housing services are integrated within the continuum to help ensure that vulnerable individuals receive necessary support and do not fall through the cracks.

Councilmember Harris exited the meeting at 4:03 p.m.

7. Update on the Land Availability and Suitability Study and Code Analysis Project

Planning Director Michelle McNulty introduced the core project team and the consultant team. Project Manager Reed Stapleton and Jamin Kimmell from Cascadia Partners presented an update on the Land Availability and Sustainably Study (LASS) and the Code Analysis Project (CAP) Slides included:

- Agenda
- Project Purpose
- Land Availability and Suitability Study Overview
- Map
- High-Level Process

Mayor Daggett asked if redevelopment is on sites that have enough vacant land. Mr. Stapleton stated that she was correct.

- Land Use Categories
- Vacant and Underutilized Sites
- Secondary Screening
- City and Stakeholder Input
- Comment Map and Advisory Committee Input
- Final Inventory -- Study Area
- Final Inventory -- City Limits Only
- Final Inventory by Parcel Size
- Unbuildable Areas Within Study Area
- Preliminary Opportunity Site List
- LASS Next Steps

Vice Mayor Aslan asked about excluding the 100-year flooding threshold from the square footage analysis. Mr. Stapleton stated that they drew the line at a regulatory obstacle and if the development could receive a permit for that property. He added that there are sites in the first site index that will be taken off of the flood map when the Rio de Flag project is completed.

- Code Analysis Project
- Agenda
- Project Purpose and Goals
- Development codes are a key tool for achieving housing and climate goals.
- A holistic analysis is needed to diagnose the problems with the code as a tool.
- Approach and Methodology
- Distilling Plans into Clear Policy Framework
- Scope of the Code Analysis
- Three Phases of the Code Analysis
- Approach to the Code Diagnostic
- What is a Prototype Model
- Project Case Studies

Councilmember Matthews asked Mr. Kimmel about the prototype model. Mr. Kimmel stated that the measure that was changed was the minimum lot area and not the unit size.

Councilmember Matthews asked about the change in the parking per unit in the example and spoke about other developments in Flagstaff that had unintended consequences when parking was reduced. She wanted the consultants to consider the concern when they are working on the project. Mr. Kimmel agreed with the concerns and that they will work on the challenges in tandem with the other priorities.

- Displacement Vulnerability Mapping
- Developer Focus Groups: Key Takeaways
- Discussion
- Questions for Council
- What goals or issues do you want to make sure we keep in focus as we evaluate the code?
- What information or data do you need to make decisions about the code in the future?
- What aspects of the code or the development process have been unclear to you that we can clarify or provide deeper insight into?

Councilmember Matthews reminded staff and consultants that the winter parking ordinance must be upheld throughout the process and not overlooked.

Councilmember McCarthy pointed out that parking is just one example of unintended consequences. He emphasized that the community is not very walkable and that some neighborhoods already face parking shortages. He stressed the importance of applying judgment rather than relying solely on rigid standards.

Vice Mayor Aslan expressed his disagreement with the current parking standards, advocating for the removal of minimum parking requirements--particularly for high-density projects in appropriate areas. He also highlighted the importance of tree retention to maintain community character and suggested that high-density objective areas might warrant different designations.

Councilmember House asked Mr. Kimmel's perspective on the parallel between concerns about reducing parking in new developments and the developer listening sessions, which indicated that current parking minimums often result in over-parked developments. Councilmember House noted that this seemed to suggest a positive impact from lowering parking requirements. Mr. Kimmel responded that developers are not bound by minimum parking requirements and may add more spaces if needed. He emphasized that the discussion is still conceptual, focused on identifying potential development sites and envisioning outcomes.

Mayor Daggett acknowledged Council's openness to alternative approaches that meet city goals. She questioned whether the conversation was focused more on medium-density rather than high-density developments, as the latter typically exceeds what the City generally considers. She also highlighted the importance of transit needs in relation to parking changes.

Councilmember McCarthy emphasized the importance of thorough analysis, noting it aligns with concerns he has raised since joining the Council.

Vice Mayor Aslan inquired about the city's commitment to carbon neutrality, building standards, and associated upfront costs. He reaffirmed Council's strong support for achieving carbon neutrality by 2030.

Councilmember McCarthy shared a personal example, explaining that additional home installations he made helped prevent his air conditioning unit from stalling, illustrating how upfront investments can yield significant long-term savings.

Mayor Daggett addressed the issue of incentives, noting that the current housing incentive fund is not effectively benefiting developers. She expressed interest in exploring what types of incentives would be more useful and appealing to them.

Councilmember Matthews observed that most developers seek to maximize returns and have requested reduced standards from the City. She emphasized widespread support for building efficiency while also being mindful of equity concerns for renters, particularly regarding electric versus gas efficiency. Mr. Kimmel added that DB Architects, a project partner, will specifically focus on building codes to help navigate these complex issues.

Ms. McNulty thanked Council for their valuable feedback, assuring that the comments will be incorporated into the ongoing analysis. She noted that staff is reviewing affordable housing incentives as part of the project scope and expects to return to Council with updates in February or March.

Mayor Daggett called a break from 5:17 p.m. through 5:34 p.m.

8. Post-wildfire Flooding Update

Public Works Director Scott Overton, Water Services Operator for Stormwater Chase Stoneberger, JD Fuller Engineer Joe Loverich, Capital Improvements Manager Eli Reisner, and Julie Leid from Peak Engineering provided a PowerPoint presentation to update on the post-wildfire flooding. Slides included:

- Schultz Creek/Pipeline West
- Infrastructure Improvements
- On-forest measures
- On-forest Sediment Reduction
- Schultz Creek Basins
- Elden Lookout Road
- Schultz Creek Channel Stabilization
- Highway 180 Culvert Improvements
- Frances Short Pond
- Modeling/Mapping Update
- Temporary Mitigations
- Spruce Wash/Museum
- Suite of projects
- Grandview Drive Reconstruction
- The Wedge Detention Basin
- Linda Vista Drive Crossing
- Cedar Avenue to Linda Vista Drive
- Cedar Avenue Crossing
- Arroyo Seco Drive to Dortha Avenue
- Arroyo Seco Drive Inlet
- Killip Basins Inlet
- Killip Basins Outlet
- Milestones
- Construction
- Grandview Utilities Construction
- Park Way Basins Phase II Construction
- Modeling

- Draft Modeling Results -- 2" Storm

Councilmember Matthews asked what the 2" flood event equated to. Mr. Loverich stated that it equated a 25-year flood event.

- Mitigations
- Short-term mitigations

Mayor Daggett inquired whether the longer-term plan was specific to Grandview. Mr. Stoneberger clarified that it is intended for the Spruce Wash residents. When asked about the timeline, Mr. Overton explained that the long-term mitigation efforts are progressing well but emphasized that the system will only function effectively once the entire project is complete, as each component depends on the others. The goal is to have all projects finished by the 2025 monsoon season.

Councilmember McCarthy asked about the Wedge Detention Basin and what occurs when it reaches capacity. Julie Leid from Peak Engineering responded that excess water is directed into a storm drain on Cedar Street, which then feeds into Spruce Wash at a controlled, slower rate. She also described a gate system with an actuator used to regulate the flow into the Wedge.

9. Discussion of Draft Advertising Policies for Flagstaff Pulliam Airport and City Recreation Facilities

Deputy City Attorney Kevin Fincel provided a PowerPoint presentation for the Flagstaff Pulliam Airport and the City Recreation facilities.

- Agenda for Tonight's Discussion
- Background Clarification
- Clarification

Councilmember McCarthy asked whether the content previously advertised by Timberline Firearms differed from the current version. Mr. Fincel explained that in 2019, the airport did not have the capability to display video advertisements, so the same creative content was presented in a static format instead. He also noted that the current ad was reviewed by new staff, who determined that it did not meet the airport's advertising standards.

- Happenings Since September 12
- Legal Overview
- Legal Overview -- Speech on Public Policy
- Legal Overview -- Forum Analysis
- Legal Overview -- Forums and Rules
- Changes to Draft Policy Since Last Meeting

Mr. Fincel opened the draft advertising policies to review the proposed changes with Council, specifically highlighting the options related to firearms in "Item G."

Councilmember Matthews expressed concern about how interpretations of what is considered offensive can vary. She stated her preference to opt out of airport advertising altogether, as it is not a significant revenue source.

City Manager Clifton supported that position, stating the need to close the advertising forum at the airport and at some recreation facilities. He emphasized that advertising does not generate substantial revenue and that the potential cost of litigation outweighs any financial benefit.

Mayor Daggett agreed with both Councilmember Matthews and Mr. Clifton. She noted that Discover Flagstaff already does an excellent job promoting the City, making an open forum for advertising unnecessary.

Councilmember McCarthy asked whether the City could continue displaying Discover Flagstaff promotions in these forums. Mr. Clifton confirmed that was his recommendation. Mr. Fincel clarified

that the proposal would close the forum to all paid advertising. Economic Vitality Director Heidi Hansen explained that although Discover Flagstaff promotions may feature businesses, those businesses do not pay for placement--such advertising is funded through BBB tax revenues.

Councilmember Matthews asked how Ms. Hansen's explanation would factor into the policy. Mr. Fincel replied that the question touches on legal considerations and that the core decision for Council is whether or not to allow paid advertising.

Councilmember McCarthy asked if giving direction to close the forum would conclude the discussion. Mr. Fincel confirmed that it would, and that staff would then proceed with drafting policies specifically for Discover Flagstaff's non-paid advertising.

Vice Mayor Aslan expressed his support for closing the forum and noted that if the policy were retained, Section 4 would be unnecessary.

Councilmember House voiced discomfort with closing the forum without first understanding the full implications for Discover Flagstaff.

Mayor Daggett asked Mr. Fincel whether staff would return to Council if any issues arose that conflicted with Council's direction. Mr. Fincel responded that such matters could likely be handled administratively.

Councilmember McCarthy sought confirmation that the draft policies would become moot if the public advertising forum were closed. Mr. Fincel affirmed that they would.

Mayor Daggett thanked Mr. Fincel and staff for their work on the draft policies and for providing thoughtful legal guidance.

10. Public Participation

None

11. Informational Items To/From Mayor, Council, and City Manager; future agenda item requests

Councilmember House shared that she recently attended the Canal Convergence and Art Councils events. She requested a FAIR Discussion regarding reexamining the charter for the Housing Commission and adding a member of the community who is directly impacted by homelessness or who has lived experience.

Councilmember McCarthy reported that he attended the Pedestrian Advisory Committee meeting, where discussions included the use and implementation of roundabouts.

Vice Mayor Aslan noted that Council had a meaningful visit with the Hopi Tribal Council the previous day.

Mayor Daggett shared that she spent Wednesday participating in the ECoNA meeting. She encouraged the public to view ECoNA's strategic plan webinars, available at econa-az.com. She also highlighted the Arizona Sister Cities Conference, which will be held in Flagstaff later that week, and expressed gratitude to everyone who participated in the Stuff the Bus event. She acknowledged a generous $25,000 matching gift from Desert Financial Credit Union to the Flagstaff Family Food Center. Mayor Daggett stated she attended a meeting with the Hopi Tribe Council, Councilmembers Aslan, Councilmember Matthews, City Manager Clifton and Indigenous Coordinator Rose Toehe were also in attendance. She added that the City looks forward to an upcoming meeting with the Navajo Nation.

12. Adjournment

The Work Session of the Flagstaff City Council held November 14, 2023, adjourned at 7:01 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL SPECIAL WORK SESSION
TUESDAY, OCTOBER 24, 2023
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN AVE
3:00 P.M.

MINUTES

1. Call to Order

Mayor Daggett called the meeting of the Flagstaff City Council held October 24, 2023, to order at 3:03 p.m.

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 work session, 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.

PRESENT: ABSENT:

MAYOR DAGGETT
VICE MAYOR ASLAN
COUNCILMEMBER HARRIS
COUNCILMEMBER HOUSE
COUNCILMEMBER MATTHEWS
COUNCILMEMBER MCCARTHY (arrived at 3:25 p.m.)
COUNCILMEMBER SWEET

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon

3. Pledge of Allegiance, Mission Statement, and Land Acknowledgment

The Council and audience recited the pledge of allegiance, Vice Mayor Aslan read the Mission Statement of the City of Flagstaff, and Councilmember Sweet read the Land Acknowledgment.

MISSION STATEMENT

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

LAND ACKNOWLEDGMENT

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. Public Participation

Public Participation enables the public to address the council about items that are not on the prepared agenda. Public Participation appears on the agenda twice, at the beginning and at the end of the work session. You may speak at one or the other, but not both. Anyone wishing to comment at the meeting is asked to fill out a speaker card and submit it to the recording clerk. When the item comes up on the agenda, your name will be called. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone to have 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.

Project Manager Jeremy DeGeyter provided an update on the Rio de Flag Flood Control Project and introduced changes in leadership within the Army Corps of Engineers. Paul Underwood, the outgoing Project Manager, has been promoted to Chief Engineer for the LA District. Brandon Colvin will take over as the new Project Manager. Mr. Underwood reflected on his time with the project, noting the recent release of the final technical review sample, a key milestone that enables the advertising and awarding of the Stage One construction contract. Mr. Colvin expressed enthusiasm for joining the project.

Monserrat Rodriguez, a junior at Coconino High School and member of the Coconino Anti-Tobacco Students (CATS) Club, addressed the Council in support of maintaining the licensing component of the T21 ordinance. She emphasized that while the T21 ordinance was passed in 2019, its effectiveness depends on local tobacco retailer licensing. Citing data from communities in California and Minnesota, she highlighted significant reductions in underage tobacco sales and youth smoking rates where strong licensing laws were in place. Ms. Rodriguez stressed that licensing is critical to enforcing the ordinance and preventing youth access to tobacco and e-cigarette products, urging the Council to preserve this provision.

Sydney Henley, a student at Coconino High School and member of the CATS Club, addressed Council in support of retaining the licensing provision in the T21 ordinance. She highlighted that Coconino County has the highest rate of tobacco retailer violations in Arizona--nearly double the state average--even when selling to individuals under 18. Ms. Henley argued that small fines are not an effective deterrent, whereas the potential loss of a license would carry more weight for retailers. She also emphasized that licensing can help address health disparities by enabling the mapping of retailer locations, particularly near schools and in lower-income areas. Addressing concerns about enforcement costs, she pointed out that licensing can be self-sustaining through annual fees. With around 145 retailers in Flagstaff, a $1,000 annual fee per retailer could generate $145,000 to fund enforcement. She urged the Council to maintain licensing as a critical tool for protecting youth and promoting public health.

Duffie Westheimer addressed Council with concerns about the lack of park development in Flagstaff. She noted that no new parks have been established since the 1990s, despite the city's population tripling during that time. As a result, existing parks like Bushmaster and Thorpe are overburdened. She urged the Council to require that all new developments include meaningful park spaces in the zoning code. Ms. Westheimer also voiced her support for the students who spoke in favor of maintaining licensing in the T21 ordinance.

Jill K. Stephenson voiced her support for the students who spoke in favor of the T21 ordinance. She highlighted the need for more bike racks near the entrance of the Sunday Farmer's Market, emphasizing the importance of promoting biking and walking as part of the transition away from fossil fuels. She also raised concerns about overflowing trash and recycling bins near Wheeler Park during the market and suggested adding more bins. Regarding the Northern Arizona Healthcare development, she expressed disappointment that the Council did not pause the rezoning decision for further impact study. She urged the Council to evaluate all future developments based on their carbon footprint and to consider the climate impact of every decision made by Council and City staff.

Charlie Silver commented on the structure of public hearings for agendized items, suggesting that

public comments should occur after staff and applicant presentations. He explained that this would allow the public to correct misinformation or offer rebuttals more effectively.

5. October Work Anniversaries and Retirement

Deputy City Manager Joanne Keane highlighted those who had work anniversaries in October.

Recreation Manager Tyrone Johnson spoke about Matt Faull's upcoming retirement and congratulated him. Mr. Faull shared some words about his time at the City.

6. City Manager Report

City Manager Clifton briefly reviewed his report, he highlighted the Parks, Recreation, Open Space, and Events Employee Recognition Barbeque, and an update on Human Resources Leadership.

Economic Vitality Director Heidi Hansen gave a few highlights from the Economic Vitality Division Report. They included:

- Airport Concessionaire
- Airport Marketing and Advertising
- Paid Parking System
- Wiseman Aviation ladder
- 75th Anniversary Celebration
- Airport Enplanement numbers
- Feline Friend
- Mural at Cosmic Ray Tunnel on the Sheep Crossing Trail
- Airport Medallions
- Flowers in Downtown and transitioning to trees and holiday lights
- Indigenous
- Murdoch/Southside Park Art
- Rio de Flag art
- A License Plate Reader will be put in place
- ParkFlag electric vehicles
- Parking Statistics
- Business Attraction
- Car manufacturer potentially coming to Flagstaff
- Business One Stop Shop
- Website created
- Arizona Association for Economic Development Fall Forum will occur in Flagstaff starting October 25, 2023, till October 27, 2023.
- Business Retention and Expansion Incentive
- PALSMobile Librarian Jessica Archer received the Arizona Library Association Outreach Services Award
- Lauren Clemention is serving as Interim Deputy Library Director for County Services
- The Downtown Library Front Entrance Ribbon Cutting Ceremony was held on September 29, 2023
- Paint Night for Hispanic Heritage Month
- Youth Programs
- Kids Cafe
- Library Card Sign-up Month
- Leafometer
- Film website up
- Trails Passport 8% increase
- Visit USA Austria
- 1 Lead for Conference sent out
- Visitor Center
- Creative Services Team
- Holiday Marketing Prep
- Annual Partnership Meeting

Mayor Daggett shared that she parked at the airport when she flew out to the International Downtown Association Conference, and she had a very easy time navigating the parking lot and finding a space.

Councilmember Harris asked what an exotic car manufacturer is and Ms. Hansen stated that it is probably a luxury type of vehicle.

Councilmember House asked Ms. Hansen about the request for signage for the Green Book tour and if there is an update. Ms. Hansen did not have an update at this time but will have a response soon.

Parks, Recreation, Open Space, and Events Director Rebecca Sayers covered a few highlights from the PROSE Newsletter. They included:

- Buffalo Park Accessibility Trail
- Universal fitness equipment
- Toured the State Parks team as well
- Monthly Trail Counter
- Aquaplex Anniversary Membership Drive
- Night Court at Hal Jensen
- Youth Acting Classes
- Plein Air in Open Spaces as part of the Festival of Science
- Volunteer activity for invasive weed removal
- The Phoenix Suns Court Take Over and Clinic on September 25, 2023
- Winter Wonderland and Holiday Tree Lighting is on December 2, 2023, at 2:00 p.m.

Sustainability Supervisor Steven Thompson gave some updates from the Sustainability Division report. He spoke about the volunteer hours from the community and from City staff and then spoke about the report. Highlights included:

- The Floodproofing Assistance Program
- Energy and Water Conservation Project
- 30 facilities have completed weatherization
- Almost 1000 interior lights have been retrofitted
- E-bike and E-scooter fleet has launched
- Community survey for Accessory Dwelling Units completed
- Community Stewards September Data
- The number of volunteers increased to almost 100 volunteers in September
- E3 Grant was awarded to Community Action Teams of Flagstaff
- Neighborhood Sustainability Grant
- Food Systems was awarded a USDA Grant
- Flagstaff Urban Farm Incubator
- Another drop-off location for residential food scraps which diverted almost 2,000 pounds of food waste
- Flagstaff Family Food Center pilot commercial composting program with Restoration Soils
- Recycling campaign update
- Upcoming Events
- October 24, 2023, at 6:00 p.m. Northern Arizona Solar 1010 Webinar
- October 24, 2023, 10:00 a.m. to 2:00 p.m. Drop Off Day
- Fix-it Clinic coming up next Saturday

Councilmember Harris asked how Sustainability is getting the word out about the Accessary Dwelling Unit survey and the Neighborhood Sustainability Grant opportunities. Mr. Thompson explained the efforts he knows that the division has undertaken. Councilmember Harris asked for staff to consider putting outreach materials into water bills.

Mayor Daggett stated that she joined the Solar United Neighbors during the last round and stated that it was great getting a negative utility bill.

City Engineer Paul Mood spoke about some updates in the Capital Improvement department. He stated that Capital Improvements Engineer Trevor Henry would cover some of the larger projects in more detail and that Development Engineer David Mills would talk about some of the developments

going on around the City as well. Mr. Mood also spoke a bit about the staff in the department and congratulated staff for all their hard work while transitions occurred.

Capital Improvements Engineer Trevor Henry highlighted some of the Capital Improvement Projects. They included:

- Updates on completed projects
- The library entrance
- Coconino Estates Phase One
- Beulah/University Realignment Project

Mayor Daggett asked how someone would sign up for the weekly project updates from the contracted public information firm. Mr. Henry stated that a person can sign up on the Website under the Capital Improvements Section. The project sign at the location has the information on it or the public can call the Capital Improvements department directly.

- John Wesley Powell Specific Plan
- Harold Ranch Road
- Inner Basin Waterline Restoration Project

Mayor Daggett asked if water was completely cut off because of the project in the Inner Basin or if it had been diverted. Mr. Trevor stated that there were several breaks on the line and that the water was not getting to the city reservoirs. Mr. Henry stated that there were several breaks on the line that were fixed, and water was coming down the area, but it was not getting to the City reservoirs. Since then, repairs have been made and the water has begun to flow down and come into the system. However, this past September there was a large rain event which caused some damage, and the contractor is working on making those repairs now.

- Flagstaff Downtown Mile Safety and Connectivity Improvement Project
- Rio de Flag Flood Control Project

Vice Mayor Aslan inquired about scheduling a publicity opportunity for the Rio de Flag project. Mr. Henry responded that the current work represents a very small portion of the overall project and may not be the most suitable time for promotional coverage. Vice Mayor Aslan agreed but requested that the public outreach team keep a future publicity opportunity in mind, once the project reaches a stage where such coverage would be more impactful.

- Lone Tree Overpass Project
- Butler-Fourth Improvements

Mayor Daggett asked how the public input gathered at the recent meeting would be incorporated into the project design. Mr. Henry responded that many of the comments focused on the appearance of the road and surrounding developments. He assured Council that staff will carefully evaluate all feedback and make every effort to address community concerns. He noted that the design is still in progress and that an update will be presented to Council soon. Mayor Daggett also inquired whether the designs would be shared with City commissions. Mr. Trevor confirmed that engaging with commissions is the next step in the public outreach process. He noted that presentations have already been made to the Bicycle Advisory Committee, Pedestrian Advisory Committee, Commission on Inclusion and Adaptive Living, Sustainability Commission, and Transportation Commission. He added that they are scheduled to return to the Commission on Inclusion and Adaptive Living on October 25, 2023.

- Fourth-Lockett Roundabout
- Switzer Canyon Transmission Main
- Spruce Wash Flood Mitigation Suite of Projects

Development Engineer David Millis took over the presentation. He highlighted:

- There is one subdivision plan and 11 site plan projects under civil plan review.
- There are nine subdivisions and 17 site plans that are either under construction or awaiting permits.

- Staff is in the editing phase of the initial round of updates in the engineering standards.

Councilmember Harris requested a description of what a pedestrian underpass under Milton would look like. Mr. Henry described the underpass and clarified that it would be built under the street. He referenced another pedestrian crossing on Butler that is similar to what they will be building.

Vice Mayor Aslan asked if beautification considerations have been made at this stage and Mr. Henry stated that they have been working with Arts & Beautification on design concepts.

7. **Discussion of the Rental Incentive Bond Program and framework for the expenditure of $5,000,000 in general obligation bond funds for incentivizing the creation of affordable rental units.**

Housing Director Sarah Darr and Housing Planning Manager Jennifer Mikelson provided a PowerPoint presentation to Council on the Rental Incentive Bond Program. Slides included:

- Purpose of Presentation
- Prop 422
- Context for Program Creation
- Guiding Principles
- Role of the Housing Commission
- Program Creation and Administration
- Working Group
- Rental Incentive Bond Program -- Working Group Priorities
- Program Description
- Project Eligibility
- Eligible Uses
- Eligible Applicants
- Affordability Period
- Submittal Requirements
- Award Process
- Ranking Committee
- Evaluation Criteria
- Loan Terms and Compliance
- Suggestions for Consideration
- When will bond funds be paid out?
- Upfront at loan approval?
- At a trigger point, such as ½ at building permit and ½ at certificate of occupancy

Councilmember Matthews emphasized that the housing crisis is the top concern for residents and stressed the importance of designing the funding program correctly. She asked whether the working group had consulted LIHTC (Low-Income Housing Tax Credit) developers or other affordable housing experts. Ms. Mikelson said no direct outreach was made, but LIHTC timelines were considered. Ms. Darr added that while the working group had not engaged developers, staff had.

Councilmember Matthews asked for clarification on the 10% affordability requirement and whether funds would go to mixed-income or solely market-rate developments. Ms. Mikelson responded that staff is refining scoring to balance community benefits from both types. Councilmember Matthews raised concerns about the program's timeline, the complexity of the Council approval process, and using loans instead of grants. Ms. Darr explained that a loan model was recommended to create a revolving fund. Councilmember Matthews remained uneasy about loan administration, especially if used for land acquisition, citing risks and misalignment with the program's goal to support development, not purchase.

Councilmember House echoed concerns about delays and bureaucracy. Ms. Darr noted staff had already begun drafting the NOFA and aimed for quick reviews. Councilmember House supported conditional awards tied to benchmarks, balancing flexibility with risk management.

Councilmember McCarthy acknowledged staff efforts and asked how repayment would be enforced. Ms. Mikelson said legal tools, including promissory notes, would be used, with outside counsel drafting

contracts. Councilmember McCarthy questioned the eligibility of 100% affordable developments based on the ballot language and suggested a requirement for at least 10% market-rate units. He supported conditional, upfront funding.

Mr. Solomon advised that any detailed discussion of the ballot language should occur in executive session. Councilmember McCarthy agreed, emphasizing the need to honor what was promised publicly.

Councilmember Harris praised staff and asked who would oversee awards. Ms. Mikelson confirmed that Housing and Grants and Contracts staff would manage the process. Councilmember Harris highlighted the need to prevent conflicts of interest in application reviews and asked about long-term loan enforcement. Ms. Darr said obligations would transfer with property sales and that this had worked in other tax credit cases.

Councilmember Matthews questioned the timeline's compatibility with developers joining mid-process and reiterated opposition to funding acquisitions. Mr. Solomon noted that Council did not need to revise the language if there was no consensus.

Councilmember Sweet asked if scoring criteria would return to Council. Ms. Darr said no, it falls under procurement. Councilmember Sweet expressed concerns about tracking loans, but Ms. Darr explained systems were already in place and manageable.

Councilmember McCarthy noted developers had approached the City due to funding gaps, and over 10 affordable projects were waiting to launch. Councilmember McCarthy reiterated his stance that at least 10% of any project should be market-rate, aligning with the pamphlet language.

Vice Mayor Aslan supported loans and upfront funding but expressed concern about limiting the process to a single RFP-style round. Ms. Mikelson responded that the process was designed to stay open to ready developers. Assistant Housing Director Justyna Costa added that funds were expected to go quickly and rounds would continue until all were allocated.

Mayor Daggett asked about funding limits and supported loans, flexibility, and the current language. Councilmember House confirmed that applicants must justify requested amounts. Councilmember Matthews preferred a rolling application process over fixed cycles. Ms. Darr said procurement would need to approve that but anticipated large asks likely to exhaust the $5 million early.

Council agreed to move forward with current language and consider excluding acquisition. Staff confirmed that applicants must have site control. Conditional awards could be made contingent on finalizing property purchases, secured in escrow. Councilmember Matthews opposed this, arguing acquisition funding strays from the program's purpose.

Councilmember House supported site control as an eligibility criterion and backed referencing market-rate integration in the program description. Ms. Darr proposed adding scoring incentives for mixed-income projects rather than altering eligibility.

Councilmember Harris asked for clarification on what types of developments would qualify. Ms. Mikelson said staff was listening for Council priorities but aimed to remain flexible. Mr. Solomon confirmed there was not a four-member majority to revise the language. Councilmember Matthews reiterated her support for referencing affordable housing in market-rate developments.

Council briefly debated disbursing funds upfront or in phases. Ms. Darr acknowledged the risk of default but noted the program's goal was to fund projects other sources would not. The majority of Council supported upfront funding with safeguards.

Mayor Daggett called a break from 6:46 p.m. through 7:05 p.m.

8. **Case No PZ-22-00223**: Proposed amendment to the Zoning Code to modify the existing Planned Residential Development requirements.

Case No. PZ-23-00135: Proposed amendment to the Zoning Code to modify the standards for Neighborhood & Regional Meeting Facilities.

Case No. PZ-23-00136: Proposed amendment to the Zoning Code to add single-family, duplex, and multiple-family dwellings as permitted uses in Public Facility (PF) Zone.

Case No. PZ-23-00137: Proposed amendment to the Zoning Code to change the minimum parcel size in the MH zone from 5 acres to 4,000 square feet as well as add minimum lot width and depth standards.

Zoning Code Manager Tiffany Antol presented an overview of the proposed amendments.
Slides included:

- City's Proposed Zoning Code Text Amendment
- Meeting Facilities -- Neighborhood & Regional

Councilmember Harris asked whether the updated definition of meeting facilities in neighborhoods would apply only to new construction or also allow existing spaces, like an apartment building, to be converted into a neighborhood meeting facility. Ms. Antol clarified that the change pertains to land use, and in residential zones, existing uses--such as an apartment complex--would be limited by current land use regulations and the definition of a meeting facility.

- Residential Uses in the Public Facility (PF) Zone

Mayor Daggett inquired about organizations building employee housing on their own properties. Ms. Antol responded that FUSD is exploring residential development on one of its sites, and the proposed amendments would help expedite such projects. The update allows for multi-family, duplex, and single-family housing and follows high development standards. She added that the amendments still need to go before the Parks & Recreation Commission, with ample time for further review.

Councilmember Harris asked if the green areas on the map represent City-owned parcels and whether they are spread across the City. Ms. Antol confirmed both and clarified that the zoning would remain the same, but the land use designation would change.

Mayor Daggett also referenced a written comment from Charlie Silver about using city-owned land designated as parkland. Ms. Antol clarified that the amendments are not intended to convert park or park-designated land to housing use.

- Manufactured Home (MH) Zone Lot Standards
- Mobile Haven Subdivision
- Planned Residential Development
- Example
- City's Proposed Zoning Code Text A
- Overview of Proposed Amendment details

Councilmember Matthews asked for clarification on how the zoning code handles single-family development in the Medium- and High-Density Residential (MR and HR) zones. Ms. Antol explained that such projects are considered Planned Residential Developments (PRDs), which refer to a table that specifies allowed building types. The Planning Director then selects the appropriate transect zone--typically T4 for MR/HR or T3 for lower-density zones--and applies N2 Development Standards, which are calibrated for new, urban-style development. She noted that applying these standards to existing areas is difficult and often better handled through a public subdivision process rather than administratively.

Councilmember House asked how to ensure parkland would not be affected. Ms. Antol said specific footnotes could be added to restrict residential use on certain sites, but doing so would reduce flexibility. She cited the old Public Works Yard as an example of land protected by ordinance and mentioned that existing parks already have safeguards. Additional designations could be added if needed.

Councilmember Harris confirmed that staff is not proposing to convert parkland into residential use. Ms. Antol reiterated that they are not and noted that city-owned lands vary in designation, all of which can be reviewed through the Real Estate GIS Story Map.

Vice Mayor Aslan thanked staff but expressed opposition to amendment PZ-23-00136, saying retroactively changing designations is unnecessary and overly complicated.

Mayor Daggett asked about the timeline for Council review. Ms. Antol said that amendments related to PRD, Manufactured Home zoning, and Meeting Facilities are scheduled for public hearing at the Planning and Zoning Commission on November 8, 2023, followed by a Council hearing on November 21 and a second read on December 5. Amendment PZ-23-00136 would come later, likely a month or two afterward.

Written comments were submitted from Charlie Silver and Rose Houk with concerns about the proposed changes.

9. Review proposed Building & Property Care Standards and amendments to the Littering and Abandoned Vehicle City Code chapters.

Community Development Director Dan Folke provided a PowerPoint presentation to Council on the Building and Property Care Standards. Slides included:

- Presentation Outline
- Project Team
- What is a Property Maintenance Ordinance
- Considerations
- 2022 Survey Results -- Issues
- Survey Results -- Primary Concerns
- Selected Approach
- Division 7-06 Building and Property Care Standards
- 7-06-001-0004 Definitions
- 7-06-001-0005 Property Care Standards
- 7-06-001-0005 Property Care Standards
- 7-06-001-0006 Exemptions
- Title 6 Police Regulations: Chapter 6-06 Littering
- Chapter 6-07 Abandoned Vehicles
- Chapter 6-04 Nuisances
- Upcoming Dates & Next Steps

Mr. Folke asked Council for input on the timeline for building repairs and stated that staff would return later in November, with finalized language regarding how long a building can remain boarded up.

Councilmember Matthews suggested extending the repair period from 30 to 90 days and recommended input from the Commission on Inclusion and Adaptive Living.

Councilmembers Sweet, Councilmember House, and Vice Mayor Aslan also supported the 90-day timeframe, with Vice Mayor Aslan and Councilmember McCarthy supporting staff-initiated nuisance complaints.

Councilmember McCarthy preferred a 60-day period but was comfortable with 90 days.

Councilmember Harris thanked staff, and Mayor Daggett expressed support for the Council's consensus.

10. Public Participation

Nadine Hart spoke about her hunt for housing using her Section 8 housing voucher and the cost of housing.

11. Informational Items To/From Mayor, Council, and City Manager; future agenda item requests

Councilmember Matthews asked if a discussion on Section 8 vouchers was scheduled as a FAIR item on the working calendar and Mayor Daggett confirmed that it was an upcoming discussion. Councilmember Matthews added that she and Councilmember Sweet attended the Flagstaff Chamber of Commerce Fundraiser Event.

Councilmember Sweet thanked people for their support during her triathlon training.

Mayor Daggett stated that next Tuesday was Halloween and encouraged the Councilmembers to wear costumes. She added that she would hold office hours on Thursday evening and to send her an email for more information if the public would like to attend. She also spoke about the Charter amendment presentation that would be held tomorrow at 5:30 p.m. at City Hall and a presentation Monday evening at 5:30 p.m. on the Schultz Creek Pipeline West.

12. Adjournment

The Special Work Session of the Flagstaff City Council held October 24, 2023, adjourned at 8:18 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL WORK SESSION
TUESDAY, OCTOBER 11, 2022
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN AVE
3:00 P.M.

MINUTES

1. Call to Order

Mayor Deasy called the Work Session held October 11, 2022, to order at 3:03 p.m.

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 work session, the City Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion 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.

PRESENT:	ABSENT:
MAYOR DEASY	
VICE MAYOR SWEET	
COUNCILMEMBER ASLAN	
COUNCILMEMBER HOUSE	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER SALAS	
COUNCILMEMBER SHIMONI (arrived at 3:12 p.m.)	

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

3. Pledge of Allegiance, Mission Statement, and Land Acknowledgement

The Council and audience recited the pledge of allegiance, Councilmember Shimoni read the mission statement, and Councilmember Aslan read the 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. Public Participation

Public Participation enables the public to address the council about items that are not on the prepared

agenda. Public Participation appears on the agenda twice, at the beginning and at the end of the work session. You may speak at one or the other, but not both. Anyone wishing to comment at the meeting is asked to fill out a speaker card and submit it to the recording clerk. When the item comes up on the agenda, your name will be called. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone to have 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.

Michele James from Friends of Flagstaff's Future addressed Council regarding slowing down the timeline for the new Northern Arizona Healthcare facility.

5. Review of Draft Agenda for the October 18, 2022 City Council Meeting

Citizens wishing to speak on agenda items not specifically called out by the City Council may submit a speaker card for their items of interest to the recording clerk.

None

6. October Work Anniversaries

Deputy City Manager Shannon Anderson reviewed the October Work Anniversaries.

7. City Manager Report

City Manager Clifton briefly reviewed his report and gave a few highlights from the Flagstaff Fire Department, the Police Department, and the Public Works Department.

Project Manager Eli Reisner gave an update on the Capital Improvements Projects.

Councilmember Shimoni commented to Mr. Reisner about the bike lanes in the roundabouts and asked about the evaluation on the Beulah/University Drive roundabout. Mr. Reisner deferred to Capital Projects Engineer Trevor Henry who spoke about the value engineering evaluation that will be incorporated into the GMP. The designers are working within the budget and they are looking to reduce it.

Councilmember Shimoni also expressed his gratitude regarding the protected bike lanes and asked about the right-sizing project for Fremont Blvd. Traffic Engineer Jeff Bauman addressed the project that came through City staff late in 2021 and was sent to the Transportation Commission in February 2022. He stated that staff is working on the plans from the Commission recommendation. Councilmember Shimoni asked for that project to come in front of Council before staff moves forward. Mr. Bauman stated that it is not normal process but could be done.

Sustainability Director Nicole Antonopoulos gave a brief update on the Sustainability Division. She spoke about various projects the division is working on and highlighted staff accomplishments.

Councilmember House asked about the status on the Equity Advisory group. Ms. Antonopoulos stated that they are in the process of inviting the participants in.

Councilmember Shimoni asked about the Youth Commission and Ms. Antonopoulos stated that it has changed into the Youth Advisory Committee for a less restricted process. He also asked about the partnership with CATS and Ms. Antonopoulos stated that the participants will be able to be paid.

Councilmember Salas spoke about the state-wide outreach on installing electric vehicle (EV) chargers across the state. She also addressed some other grants that would be applicable to the Sustainability Division.

Councilmember McCarthy asked about the EV charging stations at the Airport and if there is a limit on

how long the cars can remain there. Ms. Antonopoulos stated that there is signage for time limits and that it is similar to the limitations at City Hall.

Public Comment regarding the Capital Improvement Report:

Sasha Stortz addressed Council regarding concerns about the Fremont Blvd Restriping project.

Audrey Kruse addressed Council regarding concerns about the Fremont Blvd Restriping project.

Mayor Deasy stated that he feels that more input from the Transportation Commission and staff as well as input from the community needs to be collected before the project is advanced. He stated that he would like to see this item go back before the Transportation Commission.

Councilmember McCarthy supported the Mayor's suggestion. He stated that he would suggest an island in the crosswalk. Council supported moving this item to the Transportation Commission.

8. Post-wildfire Flooding Update

Streets Section Director Sam Beckett, Grants, Contracts, and Emergency Management Director Stacey Brechler-Knaggs, Finance Director Brandi Suda, Public Affairs Director Sarah Langley, and Steven Irwin from SWI Engineering provided a PowerPoint presentation that covered the following:

AGENDA
FLOOD RISK ASSESSMENT OVERVIEW
MUSEUM FLOOD AREA
2022 MONSOON SEASON
RAINFALL INTENSITY, 2022
CLOSE OF MONSOON SEASON
ON-FOREST ALLUVIAL FANS
PARKWAYS BASINS
PHASE 2 FEASIBILITY STUDY
PROP 441
PIPELINE WEST FLOOD AREA
RAINFALL INTENSITY, 2022
INNER BASIN PIPELINE
LONG-TERM PROJECTS
SCHULTZ CREEK DETENTION BASINS
180 IMPROVEMENTS
180 IMPROVEMENTS -- OPTION 1
180 IMPROVEMENTS -- OPTION 2
180 PROJECT -- DECISION MATRIX

Mayor Deasy inquired about the time commitment required for the two options being considered and whether Option 2 would likely be completed more quickly than Option 1. Mr. Beckett confirmed that Option 2 is expected to be more efficient due to fewer complications with property owners.

Councilmember Shimoni asked if Option 1 would have been the ideal solution if not for the property complexities involved. Mr. Irwin agreed, noting that Option 1 had merit but was complicated by property issues. He added that Option 2 has the advantage of allowing the box culvert to extend further, which helps slow the water flow. Shimoni also asked about the downstream impacts on the Rio de Flag, and Mr. Irwin stated that the likelihood of the two channels combining and increasing flood risk is very low.

Councilmember Salas raised a question about Option 2 being labeled as having "no adverse impact" on downstream flooding, whereas Option 1 did not include that assurance. Mr. Irwin explained what "adverse impacts" refer to and said that Option 2 might restrict the current box culvert. Salas also asked whether Option 1 would be above ground; Mr. Irwin clarified that it would transition into an open channel, while Option 2 would remain in box culverts.

Councilmember Salas then asked which option ADOT prefers. Mr. Irwin responded that ADOT supports both options but prefers Option 2. Regarding funding, Mr. Irwin said that staff is pursuing it. Mr. Beckett added that since Highway 180 sustained no actual damage, it does not qualify for damage relief funds, though the city is still working with ADOT to reduce the financial burden.

SEASON WRAP-UP
PIPELINE WEST FINANCIAL UPDATE
SMALL BUSINESS ADMINISTRATION LOANS
MUSEUM FLOOD AREA COMMUNICATIONS
PIPELINE WEST COMMUNICATIONS

Stephen Puhr addressed Council regarding the mitigation efforts and the bubbler issue.

Mayor Deasy responded to Mr. Puhr's comments regarding the bubbler and what corrective measures are being taken to ensure that the flooding does not happen again. Mr. Puhr addressed the code violation with the bubbler again.

Councilmember Shimoni stated that he did not respond to Mr. Puhr's emails due to legal concerns and he would like to set up a meeting with him.

Council took a break from 5:08 p.m. through 5:24 p.m.

9. Short Term Rental Legislation Update

Public Affairs Director Sarah Langley, Zoning Code Manager Tiffany Antol, Code Compliance Manager Reggie Eccleston, Customer Service Manager Jessica Huleatt, and Senior Assistant City Attorney Anja Wendel provided a presentation that covered the following:

PURPOSE
SHORT TERM RENTALS DEFINED
LEGISLATIVE BACKGROUND
STRS IN FLAGSTAFF
FLAGSTAFF'S REGISTRATION SYSTEM
CITY'S CURRENT REGULATIONS
UNLAWFUL USES OF STR
COMPLAINTS AND CODE COMPLIANCE

Mayor Deasy asked how many of the complaints each year are on the same properties. Mr. Eccleston stated that the complaints are concentrated but that they are not necessarily the same properties.

Councilmember Shimoni asked what the complaints under the new legislation violations could be. Mr. Eccleston stated that the complaints are not always violations.

FLAGSTAFF ZONING

Councilmember McCarthy asked about the Accessory Dwelling Unit (ADU) rental in more detail. Ms. Antol explained the program in more detail and stated that the City can incentivize long-term rentals by allowing an owner to rent out both the primary unit and the ADU if they do not use them as an Short Term Rentals (STR).

WHAT NEW REGULATIONS MAY BE ADOPTED?
WHAT NEW REGULATIONS MAY BE ADOPTED WITHIN THE ZONING CODE
COUNCIL DISCUSSION/DIRECTION

Vice Mayor Sweet asked Community Development Director Dan Folke to talk about what the County is planning. Mr. Folke stated that they are thinking about an administrative permit and that their ideas are very similar to what staff presented today.

Mayor Deasy asked to coordinate in good faith with the County but that the City should lead.

Councilmember Salas stated that she is curious about what other cities and towns in the state have implemented so far. Ms. Wendel stated that the League has formed a committee and that staff could look to that as a model. Mesa and Goodyear have adopted ordinances that will go into effect in January 2023 and possibly Scottsdale.

Mayor Deasy stated he supported an annual licensing requirement and sharing emergency contact information with neighbors. He opposed background checks, viewing them as unnecessary and costly.

Councilmember McCarthy confirmed that STRs pay sales tax collected by the online platforms and supported an annual fee, emergency contact sharing, and mandatory insurance. He also saw no need to act on special events unless conditions change.

Ms. Wendel clarified that background checks could involve two parts: one on the owner, done by the city, and one on the booking guest, done by the owner. However, multiple Councilmembers and the Police Department, opposed requiring background checks.

Councilmember Aslan emphasized the need for a "soft touch" approach, arguing the problem in Flagstaff is volume, not guest behavior. He suggested incentives for STRs to convert to long-term rentals and warned against excessive regulation.

Vice Mayor Sweet agreed with Mayor Deasy and supported coordination with the County. She opposed background checks.

Councilmember Salas supported licensing and regulation, noting around 251 unregulated STRs are not registered or paying taxes. She agreed with most proposals except for background checks.

Councilmember House emphasized the importance of communicating to the public that the city is doing all it legally can and said permitting addresses the root issue.

Councilmember Aslan raised concerns about the effectiveness of requiring permits before listing a rental, given the process depends on an honor system and 30-day notice before enforcement.

Councilmember Shimoni supported refining the process and suggested exploring Sedona's approach to incentivize long-term rentals during future budget discussions.

Mayor Deasy and others supported including STR taxation. Councilmember McCarthy added that staff should explore if the city can apply the BBB tax to STRs. Economic Vitality Director Heidi Hansen noted the BBB tax is up for voter renewal in 2024 and could be amended then to include STRs.

Council took a break from 6:48 p.m. through 7:03 p.m.

10. Informational update on Big Shift concepts

Sustainability Director Nicole Antonopoulos, Traffic Engineer Jeff Bauman, and Climate Section Director Jenny Niemann provided a PowerPoint presentation that covered the following:

BACKGROUND
OUTLINE
CURRENT PRACTICES
INTERSTATE CRASHES
FATAL CRASHES
SAFETY INITIATIVES
ROAD TO ZERO
VISION ZERO NETWORK
TOWARD ZERO DEATHS
EXAMPLE: CITY OF BOULDER

EXAMPLE: CITY OF PHOENIX
TRANSPORTATION SAFETY: DIRECTION

Mr. Bauman asked Council if they are interested in staff investigating development of a comprehensive transportation safety action plan.

Councilmember Shimoni stated that he supports Vision Zero. He also asked about federal grant funding. Mr. Bauman has not found that information and asked Councilmember Shimoni to send information on it.

Councilmember Salas is interested in creating a comprehensive transportation safety action plan.

Councilmember House is interested in pursuing Vision Zero.

Council supported the plan.

ENGINEERING DESIGN STANDARDS
LEVEL OF SERVICE
VEHICLE MILES TRAVELED
LOS EXCEPTION AREAS
DESIGN STANDARDS
DESIGN SPEED
MODE PRIORITIZATION
EXAMPLE: CITY OF PORTLAND
CITY OF FLAGSTAFF
CITY OF BOULDER
CITY OF PORTLAND
ENGINEERING DESIGN STANDARDS: DIRECTION

The following individuals submitted written comments in support of the Big Shift:

- Paul Beier
- Estella Hollander
- Robert Collis
- Tyler Denham
- Enoque

Councilmember Salas emphasized the importance of aligning the city's transportation efforts with MetroPlan's Stride Forward regional transportation plan, which models an expected increase of 460,000 vehicle miles traveled (VMT) per day by 2030. She highlighted the need for strategies that incorporate community design principles such as increasing density and connecting more streets. Councilmember Salas also noted that many major arterial roads in Flagstaff are managed by ADOT and governed by national engineering standards, limiting the city's control. She pointed out that challenges like distracted or impaired driving and pedestrian inattentiveness are difficult to regulate locally. Councilmember Salas stressed the importance of coordination with MetroPlan and the incorporation of these strategies into the regional plan update.

Councilmember McCarthy supported lowering design speeds on urban arterials, suggesting that 35 miles per hour is an ideal speed limit. He explained that a travel speed around 40 miles per hour optimizes traffic flow without sacrificing safety. Councilmember McCarthy advocated for using design speeds (standards for how roads are engineered) rather than just posted speed limits to guide transportation planning.

Mayor Deasy agreed with using VMT as a key performance measure, especially when reviewing the impacts of new developments on the city's transportation system. He favored integrating transportation design changes into the upcoming regional plan update rather than pursuing immediate amendments. Regarding speed limits, Mayor Deasy supported a flexible range of design speeds between 35 and 40 miles per hour, tailored to the context of different neighborhoods. He also emphasized the importance of aligning city policies with regional partners such as MetroPlan and ADOT.

Vice Mayor Sweet expressed support for the proposed transportation priorities and encouraged the Council to consider Portland's "inverted pyramid" transportation model, which prioritizes pedestrians, cyclists, and transit users.

Councilmember Aslan echoed support for the proposed measures and expressed confidence in MetroPlan's ability to manage these transitions smoothly, highlighting the importance of collaboration between city and regional entities.

Councilmember House also supported the proposals and preferred incorporating changes into the regional plan update, emphasizing a collaborative process with stakeholders.

Council showed strong support for integrating transportation planning within the regional framework, prioritizing safety and sustainability, using VMT as a performance metric, and adopting lower design speeds.

BIG SHIFT CCR PROJECTS
SUPPORTING THE BIG SHIFT
TRANSFORMING TRANSPORTATION WORKSHOPS -- SUMMARY

MetroPlan Executive Director Miles Meilbeck addressed Council regarding the Strive Forward plan.

RECAP AND DISCUSSION

Councilmember Shimoni asked if the grant funding for the Downtown Mile could include staff support. Mr. Bauman replied that the grant application did not cover staff support, and Mr. Clifton added that the funding is most likely only for capital expenses.

Tyler Denham addressed Council in support of the Big Shift.

Councilmember Shimoni thanked the team for their work on this.

11. Public Participation

None

12. Informational Items To/From Mayor, Council, and City Manager; future agenda item requests

Councilmember House highlighted several recent and upcoming observances, including the Indigenous Peoples Day celebration, Global Mental Health Day, and noted that October is Housing America Month.

Councilmember Shimoni expressed appreciation to Chief Musselman for hosting the noise ordinance town hall and thanked the Indigenous Peoples Day planning team. He reported on attending the Indigenous Commission meeting, an upcoming Citizen Commission on Council Salaries meeting, the CJCC meeting, the Sustainability Fall Festival, and a joint meeting with the County.

Vice Mayor Sweet thanked Councilmember Shimoni for his leadership on the Big Shift initiative.

Councilmember McCarthy attended the noise ordinance town hall and participated in a MetroPlan meeting discussing the Stride Forward Regional Plan. He also noted that the Transportation Commission met last week.

Councilmember Salas also attended the MetroPlan Board Meeting, shared that MetroPlan is hiring a Transportation Planning Manager, and noted that the Stride Forward Plan is expected to be approved in November. She also participated in the joint meeting.

Mayor Deasy reported on meetings with Congressmen O'Halleran and Gallegos regarding the

Downtown Mile project, attended the Indigenous Peoples' Day celebration, participated in a mental health meeting, and attended a First Responders Luncheon.

13. Adjournment

The meeting of the Flagstaff City Council held October 11, 2022 adjourned at 8:49 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL WORK SESSION
TUESDAY, MAY 24, 2022
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN AVE
3:00 P.M.

MINUTES

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 work session, the City Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion 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.

PRESENT:	ABSENT:
MAYOR DEASY	
VICE MAYOR SWEET	
COUNCILMEMBER ASLAN	
COUNCILMEMBER HOUSE	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER SALAS	
COUNCILMEMBER SHIMONI	

Others present: City Manager Greg Clifton and City Attorney Sterling Solomon.

3. Pledge of Allegiance, Mission Statement, and Land Acknowledgement

The Council and audience recited the pledge of allegiance, Councilmember Salas read the Mission Statement of the City of Flagstaff, and Indigenous Commissioner Kiara Weathersby read the 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. Public Participation

Public Participation enables the public to address the council about items that are not on the prepared agenda. Public Participation appears on the agenda twice, at the beginning and at the end of the work

session. You may speak at one or the other, but not both. Anyone wishing to comment at the meeting is asked to fill out a speaker card and submit it to the recording clerk. When the item comes up on the agenda, your name will be called. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone to have 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.

None

5. City Manager Report

Senior Deputy City Manager Anderson briefly reviewed the report. She highlighted the Fire Department and Police Department's accomplishments, provided an update on the Human Resources/Risk Management Director, updates on Parks and Recreation, Open Space, and Events Division, and city employee volunteer opportunities in the City Manager's volunteer challenge.

Interim Deputy City Manager and Economic Vitality Director Heidi Hansen provided an overview on the Economic Vitality report.

Deputy IT Director Paul Santana provided an overview on the IT Monthly report.

Capital Improvements Project Manager Trevor Henry provided an update on Capital Improvements.

Councilmember Shimoni asked about the Beulah project timeline, and Mr. Henry shared that construction plans will be ready by mid-to-late June, with a recommended early spring start. A cost-saving workshop is planned to address increased costs. Councilmember Shimoni noted the project was expected to return to Council due to budget concerns, and Mr. Henry stated staff is working on value engineering with the CMAR to reduce costs. Councilmember Shimoni also expressed concern about the number of lanes at Butler/Lonetree.

Community Development Director Dan Folke presented the monthly report, and Councilmember Salas acknowledged staff's quick response to equipment issues at Elev8 hotel. Councilmember Shimoni also recognized the translation of online forms into Spanish.

Water Services Management Analyst Lisa Deem provided an update on Water Services reports.

Ms. Anderson acknowledged employee work anniversaries.

City Attorney Sterling Solomon recognized Prosecutor Brent Harris on his appointment as a Coconino County Superior Court judge.

6. Indigenous Commission Update

Coordinator for Indigenous Initiatives Rose Toehe introduced Commissioners Kiara Weathersby, Meg Kabotie-Adakai, and Fawn Toya who did a ceremonial tea sharing and then introduced themselves and provided a PowerPoint presentation that covered the following:

INTRODUCTIONS
COMMISSION AUTHORITY
INDIGENOUS COMMISSION MEMBERS
KEY RECOMMENDATIONS ACCEPTED BY CITY COUNCIL
COMMISSION MEETING OVERVIEW
QUARTER 1 -- 2021
QUARTER 2 -- 2021
QUARTER 3 -- 2021
QUARTER 4 -- 2021
QUARTER 1 -- 2022
QUARTER 2 -- 2022

FUTURE PLANNING

Councilmember House expressed her gratitude. She asked about the land acknowledgement and if it was a recommendation from the Commission to include it in all commission meetings. Ms. Toehe stated that the Commission on Diversity Awareness created the recommendation to include it in all meetings. Councilmember House asked about the Indigenous representation project. Ms. Toehe spoke of the Indigenous representation in art through the City and how they also want to promote other peoples of colors art as well.

Councilmember Shimoni expressed his gratitude to the commission.

Councilmember McCarthy commented that some of the most meaningful things he has done on Council in the last six years was meeting with Indigenous nations leaders.

Mayor Deasy, Vice Mayor Sweet, and Councilmember Salas expressed their gratitude.

Councilmember Aslan encouraged commissioners to run as a write-in candidate.

7. Tourism Commission Update

Tourism Commission Chairwoman Terry Madeksza and Discover Flagstaff Director Trace Ward provided a PowerPoint presentation that covered the following:

TOURISM COMMISSION AUTHORITY
DISCOVER FLAGSTAFF + VISITOR CENTER
THE BED, BOARD AND BEVERAGE TAX
OUR PHILOSOPHY
DISCOVER FLAGSTAFF
DATAFY
TOOTREZ
TOURISM COMMISSION
COMMUNITY PERSPECTIVE
SWOT ANALYSIS
DOMESTIC AND INTERNATIONAL TRAVEL
MARKETING RULE OF 5
PRE-PANDEMIC
TRADITIONAL AND NON-TRADITIONAL ACCOMMODATIONS METRICS
BBB COLLECTION WAS AT AN ALL-TIME HIGH
PANDEMIC
TRADITIONAL AND NON-TRADITIONAL ACCOMMODATIONS METRICS
BBB COLLECTION TOOK A HIT
AS WE RECOVER FROM THE PANDEMIC
TRADITIONAL AND NON-TRADITIONAL ACCOMMODATIONS METRICS
PROJECTED BBB COLLECTION FOR FY22
VIDEO
THE POWER OF SHOWING BY EXAMPLE
DESTINATION STEWARDSHIP
DISCOVER FLAGSTAFF LEANING IN
AWARDS
A LOOK FORWARD

Vice Mayor Sweet thanked Discover Flagstaff and the Tourism Commission and asked about the success of the Pledge to the Wild campaign. Mr. Ward reported a few thousand dollars raised and promised future updates. She also inquired about international visitors, and Mr. Ward noted increased leisure travel, particularly from France and Germany, though group travel has yet to recover.

Councilmember McCarthy shared insights from a meeting with the National Park Service, noting similarities between Flagstaff's challenges and those of other gateway communities. He highlighted

increasing search and rescue costs due to unprepared backcountry visitors, and Mr. Ward responded with details on Discover Flagstaff's safety messaging efforts.

Councilmember Shimoni asked about outreach to tribal nations. Mr. Ward and Ms. Hansen explained ongoing collaboration and cultural representation in visitor guides. Councilmember Shimoni suggested tailoring ads more specifically to tribal cultures and encouraged a meeting between the Tourism and Indigenous Commissions.

Councilmember House asked how the Tourism Commission is engaging Flagstaff's diverse communities. Mr. Ward and others described partnerships and promotional efforts supporting diverse festivals and events.

Councilmember Salas expressed appreciation for the benefits of the BBB tax and asked for more information on the Visitor Guide, which Mr. Ward explained. Mayor Deasy also expressed gratitude, especially for efforts tied to ecotourism.

Council took a break from 5:10 p.m. through 5:32 p.m.

8. Lone Tree Overpass Project - Discussion on the Economic Impact Study and Elden Loop Road Connection

Project Manager Christine Cameron and Jason Carlaftes with WSP presented the findings of the Economic Impact Study, their PowerPoint presentation covered the following:

AGENDA
ECONOMICS
ANTICIPATED CHANGES TO TRAFFIC BEHAVIOR
APPROACH
TRAFFIC IMPACTS
SPENDING IMPACTS
ECONOMIC IMPACTS
INTERSECTION ALTERNATIVES -- ECONOMICS
MITIGATION STRATEGIES
LONE TREE OVERPASS AND GENTRIFICATION RISKS

Vice Mayor Sweet asked if outreach had been done to businesses along the Beaver Street corridor. Staff confirmed it had not yet occurred, but future public meetings will include that engagement. Sweet encouraged outreach to local businesses.

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Councilmember House expressed concern that business owners had not yet been contacted. Mr. Carlaftes reiterated that outreach is part of the next project phase.

Councilmember Shimoni voiced support for emphasizing bike and pedestrian infrastructure, and Vice Mayor Sweet recommended advertising the corridor as bike- and pedestrian-friendly. Ms. Hansen said she would share those suggestions with the project team.

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PROJECT OVERVIEW
CORRIDOR HISTORY
SOUTHSIDE COMMUNITY PLAN
COMMUNITY BENEFITS
COMMUNITY CHALLENGES

TRAFFIC CALMING STRATEGIES
PROJECT IMPACTS

Jesse Sensibar addressed Council and stated that he owns one of the parcels where the overpass would be placed and that it would cut off access to the three businesses on the property. He added that if the Elden Corridor does not happen, they would be pushed into the Southside neighborhood to access the property.

David Hayward addressed Council and expressed skepticism about the purpose of a proposed street. He stated that its only function appears to be avoiding a difficult left turn for tenants on the adjacent property owned by the prior speaker. The road and overpass will be long-term infrastructure and should serve broader community needs. He urged the city to question the cost of building the road for the benefit of a single property owner, calling it a waste of city funds that could be better spent on higher priorities

Mike Tulloss addressed Council and praised the city for its leadership in thoughtfully developing the area. He noted that neglecting development can harm a neighborhood and emphasized the potential benefits, including improved utilities, streets, sidewalks, lighting, recreational amenities, bike lanes, trails, and better access to NAU, downtown, and other parts of Flagstaff.

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Councilmember Salas requested historical context and leaned toward using the area for civic space and a public park in line with the Southside Community Plan.

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Mr. Solomon clarified that the current agenda only allowed discussion of the road; FUTS discussion will need to be scheduled separately.

Council consensus was to not develop the corridor as a road, Ms. Cameron stated staff would return to Council on June 7 for further discussion on Lone Tree/Butler, and a public meeting is planned.

9. Discussion and Possible Direction of Current F.A.I.R. Items

Deputy City Clerk Stacy Fobar provided a PowerPoint presentation that covered the following:

FUTURE AGENDA ITEM REQUESTS (FAIR)
CURRENT FAIRS

Ms. Fobar initially clarified that an upcoming agenda item is not scheduled for full discussion, but rather

to determine whether at least three councilmembers support moving it forward on the queue.

Councilmember Aslan expressed that he may miss the June 7 meeting but trusts the Council will determine if there's support for advancing the item. He appreciated the clarification and suggested the item could wait another week if needed, allowing him to participate more meaningfully.

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Mr. Solomon clarified for citizen's petitions that while Council must address them within 30 days of submission, follow-up actions may still take time. He also corrected an earlier statement by acknowledging that councilmembers can change the order of the FAIR queue if at least four members agree to reprioritize items.

Finally, Mayor Deasy noted that different items in the FAIR queue often fall under different departments, so reordering them may not always be effective.

10. City Council Duties and Responsibilities Refresher

Deputy City Clerk Stacy Fobar and City Attorney Sterling Solomon gave a high-level overview on the duties and responsibilities of Council. The PowerPoint presentation covered the following:

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ROLE OF STAFF
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THE ROLE OF COUNCIL

Councilmember McCarthy asked if it is ok to listen to a discussion when you have a conflict of interest. Mr. Solomon stated that it is ok to listen but not to communicate.

Councilmember McCarthy asked about accepting food and Mr. Solomon answered that in regards of public perception it could harm your credibility.

11. Public Participation

Celia Barotz addressed Council and stated that there has not been enough time for the public to review the Timber Sky Development Agreement. She is requesting the date be extended for one week for public to review and comment.

12. Informational Items To/From Mayor, Council, and City Manager; future agenda item requests

Vice Mayor Sweet shared that she will be attending the Taste of Flagstaff event the following day and plans to tour the Carpenter's Union in Phoenix on Thursday.

Councilmember Aslan had no updates but mentioned he would be absent for the June 7 meeting.

Councilmember House reported attending a meet-and-greet with Elevate PreK, a tour of Haven Montessori School, and a Public Works tour in the Museum Flood area. She also plans to tour High Country Humane the next day.

Councilmember McCarthy shared that he would be meeting with the Director of the National Park Service.

Councilmember Salas also plans to attend Taste of Flagstaff and announced her election as Vice Chair of the Rural Transportation Council.

Councilmember Shimoni gave updates on a site visit at the Fourth Street and Lockett intersection, expressed interest in delaying the Timber Sky Development Agreement (DA) discussion, mentioned attending a virtual justice event, and noted he would cohost a town hall at Pine Forest School.

Mayor Deasy and Councilmembers Shimoni and McCarthy all supported pushing back the Timber Sky DA discussion to allow more time for public engagement and information sharing. Mr. Clifton clarified that the DA is currently scheduled as an introduction item next week and slated for Council action in June. Mayor Deasy asked for a two-week delay in the timeline.

Mr. Clifton stated that staff is not currently planning a public meeting for the Fourth Street Roundabout, as there has not yet been support from at least four councilmembers. However, he agreed to reach out via email to assess Council interest.

Mr. Solomon cautioned that mass emails among councilmembers could violate Arizona's Open Meeting Law but confirmed individual councilmembers could make such a request independently.

Councilmember Shimoni inquired about quickly organizing a site visit. Mr. Clifton added that a site visit could be posted as a formal agenda item or arranged in separate groups to avoid a quorum. Mr. Solomon confirmed that more detailed discussion on logistics could take place during the next scheduled meeting.

13. Adjournment

The Special Work Session of the Flagstaff City Council held May 24, 2022, adjourned at 8:11 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL WORK SESSION
TUESDAY, MAY 24, 2022
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN AVE
3:00 P.M.

MINUTES

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 work session, the City Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion 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.

PRESENT:	ABSENT:
MAYOR DEASY	
VICE MAYOR SWEET	
COUNCILMEMBER ASLAN	
COUNCILMEMBER HOUSE	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER SALAS	
COUNCILMEMBER SHIMONI	

Others present: City Manager Greg Clifton and City Attorney Sterling Solomon.

3. Pledge of Allegiance, Mission Statement, and Land Acknowledgement

The Council and audience recited the pledge of allegiance, Councilmember Salas read the Mission Statement of the City of Flagstaff, and Indigenous Commissioner Kiara Weathersby read the 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. Public Participation

Public Participation enables the public to address the council about items that are not on the prepared agenda. Public Participation appears on the agenda twice, at the beginning and at the end of the work

session. You may speak at one or the other, but not both. Anyone wishing to comment at the meeting is asked to fill out a speaker card and submit it to the recording clerk. When the item comes up on the agenda, your name will be called. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone to have 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.

None

5. City Manager Report

Senior Deputy City Manager Anderson briefly reviewed the report. She highlighted the Fire Department and Police Department's accomplishments, provided an update on the Human Resources/Risk Management Director, updates on Parks and Recreation, Open Space, and Events Division, and city employee volunteer opportunities in the City Manager's volunteer challenge.

Interim Deputy City Manager and Economic Vitality Director Heidi Hansen provided an overview on the Economic Vitality report.

Deputy IT Director Paul Santana provided an overview on the IT Monthly report.

Capital Improvements Project Manager Trevor Henry provided an update on Capital Improvements.

Councilmember Shimoni asked about the Beulah project timeline, and Mr. Henry shared that construction plans will be ready by mid-to-late June, with a recommended early spring start. A cost-saving workshop is planned to address increased costs. Councilmember Shimoni noted the project was expected to return to Council due to budget concerns, and Mr. Henry stated staff is working on value engineering with the CMAR to reduce costs. Councilmember Shimoni also expressed concern about the number of lanes at Butler/Lonetree.

Community Development Director Dan Folke presented the monthly report, and Councilmember Salas acknowledged staff's quick response to equipment issues at Elev8 hotel. Councilmember Shimoni also recognized the translation of online forms into Spanish.

Water Services Management Analyst Lisa Deem provided an update on Water Services reports.

Ms. Anderson acknowledged employee work anniversaries.

City Attorney Sterling Solomon recognized Prosecutor Brent Harris on his appointment as a Coconino County Superior Court judge.

6. Indigenous Commission Update

Coordinator for Indigenous Initiatives Rose Toehe introduced Commissioners Kiara Weathersby, Meg Kabotie-Adakai, and Fawn Toya who did a ceremonial tea sharing and then introduced themselves and provided a PowerPoint presentation that covered the following:

INTRODUCTIONS
COMMISSION AUTHORITY
INDIGENOUS COMMISSION MEMBERS
KEY RECOMMENDATIONS ACCEPTED BY CITY COUNCIL
COMMISSION MEETING OVERVIEW
QUARTER 1 -- 2021
QUARTER 2 -- 2021
QUARTER 3 -- 2021
QUARTER 4 -- 2021
QUARTER 1 -- 2022
QUARTER 2 -- 2022

FUTURE PLANNING

Councilmember House expressed her gratitude. She asked about the land acknowledgement and if it was a recommendation from the Commission to include it in all commission meetings. Ms. Toehe stated that the Commission on Diversity Awareness created the recommendation to include it in all meetings. Councilmember House asked about the Indigenous representation project. Ms. Toehe spoke of the Indigenous representation in art through the City and how they also want to promote other peoples of colors art as well.

Councilmember Shimoni expressed his gratitude to the commission.

Councilmember McCarthy commented that some of the most meaningful things he has done on Council in the last six years was meeting with Indigenous nations leaders.

Mayor Deasy, Vice Mayor Sweet, and Councilmember Salas expressed their gratitude.

Councilmember Aslan encouraged commissioners to run as a write-in candidate.

7. Tourism Commission Update

Tourism Commission Chairwoman Terry Madeksza and Discover Flagstaff Director Trace Ward provided a PowerPoint presentation that covered the following:

TOURISM COMMISSION AUTHORITY
DISCOVER FLAGSTAFF + VISITOR CENTER
THE BED, BOARD AND BEVERAGE TAX
OUR PHILOSOPHY
DISCOVER FLAGSTAFF
DATAFY
TOOTREZ
TOURISM COMMISSION
COMMUNITY PERSPECTIVE
SWOT ANALYSIS
DOMESTIC AND INTERNATIONAL TRAVEL
MARKETING RULE OF 5
PRE-PANDEMIC
TRADITIONAL AND NON-TRADITIONAL ACCOMMODATIONS METRICS
BBB COLLECTION WAS AT AN ALL-TIME HIGH
PANDEMIC
TRADITIONAL AND NON-TRADITIONAL ACCOMMODATIONS METRICS
BBB COLLECTION TOOK A HIT
AS WE RECOVER FROM THE PANDEMIC
TRADITIONAL AND NON-TRADITIONAL ACCOMMODATIONS METRICS
PROJECTED BBB COLLECTION FOR FY22
VIDEO
THE POWER OF SHOWING BY EXAMPLE
DESTINATION STEWARDSHIP
DISCOVER FLAGSTAFF LEANING IN
AWARDS
A LOOK FORWARD

Vice Mayor Sweet thanked Discover Flagstaff and the Tourism Commission and asked about the success of the Pledge to the Wild campaign. Mr. Ward reported a few thousand dollars raised and promised future updates. She also inquired about international visitors, and Mr. Ward noted increased leisure travel, particularly from France and Germany, though group travel has yet to recover.

Councilmember McCarthy shared insights from a meeting with the National Park Service, noting similarities between Flagstaff's challenges and those of other gateway communities. He highlighted

increasing search and rescue costs due to unprepared backcountry visitors, and Mr. Ward responded with details on Discover Flagstaff's safety messaging efforts.

Councilmember Shimoni asked about outreach to tribal nations. Mr. Ward and Ms. Hansen explained ongoing collaboration and cultural representation in visitor guides. Councilmember Shimoni suggested tailoring ads more specifically to tribal cultures and encouraged a meeting between the Tourism and Indigenous Commissions.

Councilmember House asked how the Tourism Commission is engaging Flagstaff's diverse communities. Mr. Ward and others described partnerships and promotional efforts supporting diverse festivals and events.

Councilmember Salas expressed appreciation for the benefits of the BBB tax and asked for more information on the Visitor Guide, which Mr. Ward explained. Mayor Deasy also expressed gratitude, especially for efforts tied to ecotourism.

Council took a break from 5:10 p.m. through 5:32 p.m.

8. Lone Tree Overpass Project - Discussion on the Economic Impact Study and Elden Loop Road Connection

Project Manager Christine Cameron and Jason Carlaftes with WSP presented the findings of the Economic Impact Study, their PowerPoint presentation covered the following:

AGENDA
ECONOMICS
ANTICIPATED CHANGES TO TRAFFIC BEHAVIOR
APPROACH
TRAFFIC IMPACTS
SPENDING IMPACTS
ECONOMIC IMPACTS
INTERSECTION ALTERNATIVES -- ECONOMICS
MITIGATION STRATEGIES
LONE TREE OVERPASS AND GENTRIFICATION RISKS

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13. Adjournment

The Special Work Session of the Flagstaff City Council held May 24, 2022, adjourned at 8:11 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL WORK SESSION
TUESDAY, OCTOBER 12, 2021
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN AVE
3:00 P.M.

MINUTES

1. Call to Order

Mayor Deasy called the Special Work Session held October 12, 2021, to order at 3:01 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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2. Pledge of Allegiance and Mission Statement

The Council and attendees recited the pledge of allegiance and Mayor Deasy read the Mission Statement of the City of Flagstaff.

MISSION STATEMENT

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

3. ROLL CALL

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

PRESENT:	ABSENT:
MAYOR DEASY	
VICE MAYOR DAGGETT	
COUNCILMEMBER ASLAN	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER SALAS	
COUNCILMEMBER SHIMONI	
COUNCILMEMBER SWEET	

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon

4. Public Participation

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no more than fifteen minutes to speak.

Anissa Doten addressed Council regarding the Museum Flood impacts and the plans for mitigation for flooding at Grandview and Linda Vista.

Kenny Glover addressed Council regarding homelessness and problems affecting the community. He spoke about trash in Flagstaff, how to address homelessness, and how to create a cleaner and safer community.

5. Review of Draft Agenda for the October 19, 2021 City Council Meeting

Citizens wishing to speak on agenda items not specifically called out by the City Council may submit a speaker card for their items of interest to the recording clerk.

None

6. Proclamation: Housing America Month

Mayor Deasy read the proclamation.

7. Proclamation: Domestic Violence Awareness Month

Mayor Deasy read the proclamation.

8. Flagstaff Resident Survey Results

Interim Director of Public Affairs Sarah Langley and Erin Caldwell, Director of Research for National Research Group, gave a presentation to Council on the Flagstaff Resident Survey results. The slides in the presentation included:

- What is the Flagstaff Resident Survey?
- How was the survey administered?
- How was the survey "weighted?"
- How does "weighting" work?
- Key Finding #1
- Overall quality of life
- Quality of Community
- Top-rated Community Characteristics
- Key Finding #2
- Housing Concerns
- In their own words...
- Key Finding #3
- Transportation Characteristics
- Travel through the City
- In their own words...
- Flagstaff Urban Trails System
- Transportation Priorities
- Street Maintenance
- Key Finding #4
- Service Ratings
- Services Rating Changes over Time
- Key Finding #5
- Safety in Flagstaff
- Types of Discrimination
- Key Finding #6
- Government Performance
- Summary of Key Findings

Vice Mayor Daggett thanked Ms. Caldwell for presenting the results and spoke about how useful the

comparison between the communities were.

Councilmember Shimoni spoke about his interest in the weighted approach and the responses regarding transportation. He stated he was concerned about government trust and comments regarding the police department.

Councilmember Salas asked if the pandemic impacted the survey results. Ms. Caldwell stated that it was hard to know what to attribute the changes to since it had been so long since the last survey. She stated that some of the items such as interest in parks and outdoor spaces may be higher due to the pandemic and called out the government trust as something that could have been impacted, especially due to the nation-wide polarization in politics. Councilmember Salas addressed the impacts that she believes may have affected the survey results and wondered if the survey results would have been different two years ago.

Councilmember Sweet stated that the survey reinforced the priorities of Council.

Mayor Deasy asked if the surveys will continue annually from now on. Ms. Langley stated that the surveys were halted due to lack of funding and that funding for surveys could be added in the future.

9. Discussion and Direction on American Rescue Plan Act Local Recovery Funding continued from September 7, 2021 Council meeting.

Senior Deputy City Manager Shannon Anderson, Housing Director Sarah Darr, and Management Services Director Rick Tadder provided a PowerPoint Presentation on the following:

- American Rescue Plan Act Local Recovery Funds -- Update
- ARPA Local Recovery Funds
- Budget Team Revised Proposal -- Continued Discussions and Focus
- Budget Team Revised Proposal -- Alternate Care
- Budget Team Revised Proposal -- Housing Assistance
- Budget Team Revised Proposal -- Support of Non-Profit Agencies
- Budget Team Revised Proposal -- Support of Small Businesses Impacted by Pandemic
- Budget Team Revised Proposal -- Education and Vaccination Outreach
- Budget Team Revised Proposal -- City Services
- Budget Team Revised Proposal -- Summary
- Council Discussion

Vice Mayor Daggett asked about staffing levels in Police and Dispatch, and how the proposed $700,000 would be used. Ms. Anderson explained the funds would increase pay for trained dispatchers and enhance training incentives.

Regarding funding local nonprofits without using United Way, Mr. Tadder noted that federal procurement rules require a formal process for expenditures over $50,000, making direct funding difficult without an RFP.

Councilmember McCarthy asked about facility construction in item 12. Mr. Tadder said the idea is to build a facility in a community that could benefit from educational opportunities. Ms. Darr added that housing assistance funds could support programs like down payment aid or help nonprofits develop more housing units.

Councilmember Salas asked whether funds could be used for a revolving loan fund. Ms. Darr said Housing Solutions of Northern Arizona manages contracts but would need to confirm ARPA rules on that. Councilmember Salas also inquired about small business grant administration. Ms. Hansen explained that the previous cycle was run through the Downtown Business Alliance and a similar model could be used again. For tourism funding, she suggested review by the Tourism Commission or the Flagstaff Lodging, Restaurant, and Tourism Association.

Councilmember Aslan asked whether Ms. Darr was aware of Habitat for Humanity's request, which she

confirmed falls under the proposed competitive process. He also inquired about funding for shelters or congregate care. Mr. Tadder said no specific partner has been identified but coordination with the County is being considered. For small business support, Ms. Hansen said applicants would use a form similar to the previous mini-grant program, with vetting based on demonstrated need. Mr. Tadder added all proposals would be reviewed under ARPA guidelines.

Mr. Clifton clarified that the proposal could involve rebuilding the Joe Montoya facility into a sustainable building, potentially leased to service providers focused on Science, Technology, Engineering, and Mathematics or early childhood education.

Councilmember Aslan also asked about ARPA fund administration. Ms. Anderson noted that a staff member was promoted to Grant Specialist, which had been backfilled by a temporary hire. Funds also cover necessary software and hardware.

Councilmember Shimoni asked whether funds for Alternate Care Services could support mobile outreach, such as mobile showers or resource units. Ms. Anderson said that it is possible, depending on the facility. He also proposed funding for bus passes and broader transportation needs. The feasibility would depend on scope and cost-effectiveness.

Councilmember Shimoni asked if the Community Ambassador Program was intended to resemble a downtown beat, with one hire and potential partnerships. Councilmember Aslan emphasized the importance of a culturally sensitive approach.

Mayor Deasy asked whether funds could be used for black mold remediation or revitalizing unsafe housing. Mr. Tadder said the pandemic link would need to be clearly established. Regarding clean air and water infrastructure, Mayor Deasy asked about broader applicability. Mr. Tadder said funding is available under infrastructure categories, such as broadband and clean water, but was not sure if it could be used for homes or businesses.

For Community Ambassador funding, Ms. Anderson said partnerships and additional funding sources would be necessary to support the program.

Mayor Deasy called for a break from 4:48 p.m. until 5:02 p.m.

The following individuals addressed Council regarding the proposed allocations:

- Heather Marcy -- Executive Director Northland Family Help Center
- Jen Runge -- Victim Witness Services
- Eric Wolverton -- Habitat for Humanity of Northern Arizona
- Ross Altenbaugh -- Executive Director for Flagstaff Shelter Services
- Devonna McLaughlin -- Housing Solutions of Northern Arizona
- Terry Madeksza -- Executive Director for Flagstaff Downtown Business Alliance.
- Brooke Fulton
- Shalen Stewart
- Kenny Glover
- Monica Foos -- Executive Director of Flagstaff Family Food Center
- Dan Powell -- Owner of Pay and Take

Comments included:

- Requests for funding from ARPA funds.
- Suggestions from Federal Government that local municipalities will help with ARPA funding.
- Advocating for current programs
- Cuts coming to revenue for existing programs
- Advocating for home loan fund
- Meaningful housing investment
- Differences between need and allocation
- COVID mitigation
- Gratitude for increase in allocation

- Desire to distribute ARPA funds through competitive grant process
- Victim Witness funding
- Food service agencies
- Small business support
- Upcoming cuts to federal funding

The following individuals submitted written comments in support of ARPA allocations:

- Tom Broderick
- Sandi Flores
- Stephanie Sivak
- Rob Linde
- Shaleen Seward
- Kate Wyatt
- Tyler Hunt
- Emily Nestel
- Greta Matje
- Lindsey Watson
- Karen Kinne-Herman
- Virginia Watahomigie
- Jeff Axtell
- Melissa Dohse
- Sydney Tolchinsky
- Andrea Meronuck
- Josh England
- Kathryn Mahady
- Jamie Aragon

Councilmember Aslan expressed satisfaction with how the white paper aligned with Council priorities. He emphasized prioritizing housing and social safety nets, advocating for shifting funds from small business and vaccine education into housing assistance and nonprofit support. He also supported advancing Habitat for Humanity's home loan fund and maximizing leverage of funds.

Councilmember Sweet supported housing, ambassadors, and a revolving loan fund. She emphasized including Habitat in future planning. While acknowledging the challenges small businesses faced during the pandemic, she supported removing vaccine outreach and keeping small business and tourism funding as distinct categories.

Vice Mayor Daggett reiterated that housing remains her top priority. She supported competitive grants and leveraging funds, including for victim services, which meet all criteria for funding. She supported funding early learning as an economic development tool and wanted small business grants to focus on truly small operations. She supported some funding for tourism but proposed reducing it to $150,000--$200,000.

Councilmember McCarthy wanted to ensure funding for domestic violence services and questioned the pandemic relevance of constructing a STEAM-related facility. He supported reduced funding for tourism, prioritized housing and alternate care, and suggested modest support for nonprofits and small business.

Councilmember Salas stressed the importance of supporting the tourism industry and preserving the full $350,000 tourism allocation, noting its economic role. She backed housing programs, including revolving loan funds, and suggested increased support for shelters and nonprofits, especially those addressing domestic violence and human trafficking. She proposed reducing alternate care funding to $1 million and repurposing existing city facilities instead.

Councilmember Shimoni proposed adding $400,000 to housing loans and reallocating funds from food support, small business, and tourism to create new lines like $300,000 for victim services. He suggested trimming local events and creating a Discover Flagstaff marketing campaign with $50,000. He also emphasized focusing small business grants on actual small businesses.

Mayor Deasy observed general consensus on reducing small business and food support in favor of housing and nonprofit assistance. He introduced new proposals, including funding for domestic violence services and a Discover Flagstaff campaign. He reaffirmed the importance of fully funding Alternate Care to address mental health crises.

Mr. Tadder confirmed that black mold remediation does not qualify for ARPA funds. He outlined proposed funding shifts: $400,000 to housing assistance, $300,000 to victim services, and reductions to food support, vaccine outreach, and city services.

Councilmembers Sweet, Shimoni, and McCarthy debated funding levels for small business and tourism. Councilmember Sweet proposed reallocating funds from local events or waiving event fees. Vice Mayor Daggett and Councilmember Shimoni supported creating a separate revolving loan fund, to be awarded competitively. Councilmember Sweet also noted a potential partner could take over Alternate Care, allowing for more flexibility in funding.

Mayor Deasy, supported by several councilmembers, defended full Alternate Care funding, viewing it as critical for addressing citywide behavioral health crises--not just for homeless residents. Councilmembers McCarthy and Daggett acknowledged that while existing facilities might help, a dedicated care center would still be necessary for some populations.

After discussion, Councilmember Aslan called for a point of order, noting that enough direction had been given. Mayor Deasy allowed Councilmember Sweet to speak further, and a final compromise was reached to reallocate local events funding ($85,000) to small business grants. Councilmember Aslan concluded that the compromise struck a good balance and thanked city management for their responsiveness and flexibility throughout the process.

10. Public Participation

None

11. Informational Items To/From Mayor, Council, and City Manager; future agenda item requests

Councilmember Aslan expressed appreciation for the full-screen option during online presentations. He also suggested allowing public speakers at the dais the option to remove their masks while speaking.

Councilmember Shimoni thanked everyone for their participation in ongoing efforts. He noted that the public review of the Active Transportation Master Plan is underway, with the first public meeting held virtually and the next scheduled at Bushmaster Park. He also shared upcoming plans for a 12-hour fire department ride-along the coming week.

Vice Mayor Daggett thanked everyone for the discussion and reminded the public that the Ten-Year Housing Plan is open for comment, with the next community outreach event in October. She also noted that the High Country Humane is full and seeking fosters, and that local animal rescue groups are at capacity.

Mayor Deasy thanked Coordinator for Indigenous Initiatives Rose Toehe and staff for their work on Indigenous Peoples' Day. He also shared updates on Smart City initiatives, including a meeting to develop a broadband roadmap for the City of Flagstaff.

Councilmember McCarthy requested updates on support for flood victims, including ongoing analysis, next steps, and funding. He emphasized the need for frequent updates.

Councilmember Sweet expressed gratitude and mentioned that the tourism industry is seeking employees. A job fair will be held in October at Little America. She also praised Tynkertopia and congratulated Mountain Line on its 20th anniversary.

Councilmember McCarthy echoed the praise for Tynkertopia, having toured it himself and found it impressive.

Mayor Deasy emphasized the need for regular updates regarding the Museum Flood, as well as other flood and wildfire mitigation efforts. He called for consistent communication during general meetings.

City Manager Clifton reported a productive meeting with the Forest Service and wildfire crews last week. As a result, an update will soon be presented to the Council on the 4FRI project and related items. A work session is also planned for the topic.

12. Adjournment

The meeting of the Flagstaff City Council held October 12, 2021 adjourned at 7:41 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Jessica Matias, Chief of Staff

Date: 08/21/2025

Meeting Date: 08/26/2025

TITLE:
Proclamation: SMART Week

STAFF RECOMMENDED ACTION:

Read and present the proclamation.

Executive Summary:
NA

Financial Impact:
NA

Policy Impact:
NA

Previous Council Decision or Community Discussion:
NA

Options and Alternatives to Recommended Action:
NA

Connection to PBB Priorities and Objectives:
NA

Connection to Regional Plan:
NA

Connection to Carbon Neutrality Plan:
NA

Connection to 10-Year Housing Plan:
NA

Attachments: Proclamation

City of Flagstaff – Office of the Mayor

Proclamation

WHEREAS, guns are the number one killer of children and teens in the United States; and

WHEREAS, the City of Flagstaff is committed to creating a safe environment contributing to the safety and well-being of our children; and

WHEREAS, almost every single day, a child gets their hands on a gun and unintentionally kills or wounds themselves or someone else in the United States; and

WHEREAS, research shows that the most effective way to prevent children from accessing firearms is by making sure all guns are stored unloaded, locked, and separate from ammunition; and

WHEREAS, there are steps we can all take, gun owners and non-gun owners alike, to make sure children can't access guns and put themselves and others in danger; and

WHEREAS, more than half of gun owners don't lock all of their guns securely, and an estimated 4.6 million children live in a home with at least one unlocked and loaded gun in the United States; and

WHEREAS, when guns aren't properly stored, tragedy can strike — whether it's a child finding a firearm and wounding or killing themselves or someone else, or someone stealing it and using it to commit crimes in our communities; and

WHEREAS, schools, hospitals, state agencies, and community organizations are committed to their crucial role in reducing injuries and deaths by promoting secure gun storage and safety; and

WHEREAS, SMART Week raises awareness and promotes efforts to educate the public about secure gun storage; the City of Flagstaff commends Be SMART, a program developed by the Everytown for Gun Safety Support Fund, and all involved in their endeavor to keep communities safe;

NOW, THEREFORE, I, Mayor Becky Daggett, Mayor of the City of Flagstaff, Arizona do hereby proclaim August 25-29, 2025, as

SMART Week

Becky Daggett

MAYOR

ATTEST:

Stacy Saltzburg

CITY CLERK

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Georganna Staskey, Deputy City Clerk

Date: 08/21/2025

Meeting Date: 08/26/2025

TITLE:
July and August Work Anniversaries

DESIRED OUTCOME:
Recognition of employees celebrating work anniversaries in July and August.

Executive Summary:

Information:

Attachments: July
August


Happy
WORKIVERSARY

FIRST YEAR ANNIVERSARIES

- Alton Bailey, Parks Maintenance Worker
- Alyssa Ebers, Grants & Contracts Specialist
- Brayden Brandt, Firefighter Paramedic
- Breanna Muncy, Police Emergency Communications Specialist
- Cesar Samaniego, Firefighter
- Chelsea Potts, Laboratory Technician
- David Nixon, Project Manager
- Eric Reale, Equipment Operator III
- Geneva Lanzetta, Project Manager
- Kyle Gambino, Recreation Supervisor
- Matthew Cline, Assistant City Attorney II
- Max Robinson, Firefighter
- Nancy Corbin-Fuller, Administrative Specialist
- Randolph Curley, Mechanic I
- Seth Krumwied, Firefighter Paramedic
- Tiffany Snider, Executive Assistant I

Ten Year Anniversary



Hans Walch
Police Officer

Fifteen Year Anniversary



Matthew Thompson
Police Sergeant

20 years



Justyna Costa
Assistant Housing Director

Justyna S. Costa, pictured on the right, started with the City of Flagstaff 20 years ago in Human Resources as a Recruitment Specialist. After about a year in HR, she was lured over to Housing, where she has built her career as a housing practitioner and leader. Now serving as Assistant Housing Director, she consistently demonstrates unwavering commitment and expertise in her field. Her certification as a Certified Public Manager from Arizona State University underscores her dedication to excellence in public service, while her practical experience has honed her housing management and administration skills.

Justyna's leadership and insight have been instrumental in shaping housing policies and programs to meet the community's diverse needs, while her passion for creating sustainable and inclusive housing solutions reflects a deep-seated commitment to fostering equitable living conditions for all residents. Justyna is known for her congenial team-based nature and no-nonsense problem-solving approach. She works well with others internally and in the community and has never been known to run with scissors. Kudos to Justyna for her commitment to the City of Flagstaff and the community.

20 Years



Cathy Guetschow
Administrative Specialist

Cathy has been a core piece of the Parks and Recreation team since 2005, and over that time she has supported the team through many changes and challenges. She is instrumental each week in completing complicated payroll and cash deposit processes, for which the PROSE team will forever be grateful. She was also instrumental in the process to implement a new Recreation software program when the Aquaplex opened, and she assisted with a major overhaul of that system in 2018. Cathy is an integral part of the PROSE team, and we all thank her for her 20 years of dedicated service.


Congratulations


Happy
WORKIVERSARY

First Year Anniversaries

- Alexander Johnson, Police Officer
- Amy Egan, Building Permit Technician
- Annalisa Hansen, Executive Assistant
- Ashlee Fliney, Open Space Coordinator
- Carl Redhouse, Water Operator Trainee
- Casey Rapacki, Sustainability Supervisor
- Derek Nelson, Rink Guard
- Deven Goodrich, Rink Guard
- Ethan Cazarez, Parks Maintenance Worker
- Glenn Fletcher, Property Control Coordinator
- Isaiah Lopez, Lifeguard
- John Comer, Budget Manager
- Lawrence Hooper, Equipment Operator II
- Michael Worley, Police Officer
- Morgon Moll, Administrative Specialist
- Saebra Novak-Cersosimo, Rink Guard
- William Van Rooy, Maintenance Technician

5th Year



Bryce Doty

Real Estate Manager

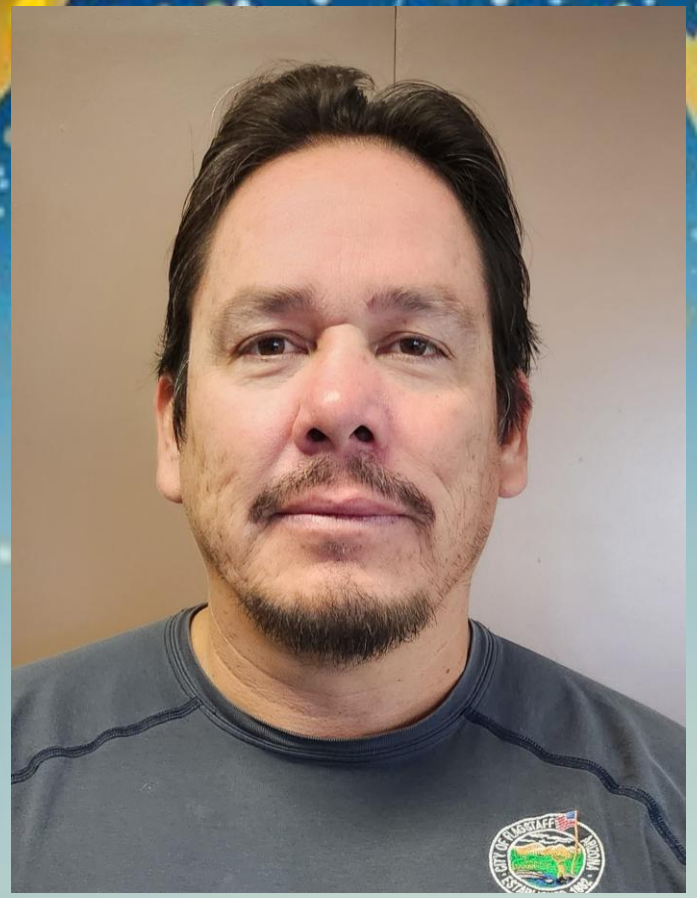
5th Year



Maria Gluvna

Police Training Coordinator

5th Year



Charles Perkins

Equipment Operator II

10th year



Tara McCarron
Recreation Leader

15th Year



Daniel White
Parks Technician



Kristina Barnett
Fire Inspector
20th Year

Kristina has proudly served the Flagstaff community for over 20 years. She began her career as a member of the fuels crew, working to reduce wildfire risk around the city, and has since dedicated two decades to the Flagstaff Fire Department. Throughout her tenure, Kristina has held several key roles, including firefighter, engineer, and currently, fire inspector.

In her current position, she is responsible for conducting plan reviews of fire protection systems, performing acceptance testing, and carrying out routine inspections of commercial buildings—all to help ensure the safety of Flagstaff's residents and visitors.

Outside of work, Kristina enjoys spending time with her family and pursuing outdoor adventures such as skiing, mountain biking, surfing, and traveling.



Matthew Howell
Fire Engineer
20th Year

Matt Howell is a shining example of what makes the FFD such a great place to work at. Matt brings an infectious positive energy with him to work on a daily basis. Matt promoted to the rank of Engineer in 2009 and promptly took over the small tools program for the FFD. This program covers all of the hand tools along with the engineers fittings that we carry on all of our structure and wildland engines. As you can imagine these are items that we use every day on all types of emergency scenes. Matt started assisting with the driving portion of the FFD Engineer's promotional test 12 years ago and is still very active in this role. 3 years ago Matt became a Technical Rescue Technician and then followed that up by becoming a Hazardous Materials Technician to become a member of the FFD Special Operations Team.

Matt has been married to his wife Sarah for 13 years, they have been blessed with three children ages 11,9, and 7. Matt was born and raised in Flagstaff and loves giving back to the community that help mold him into the man he is today!



Jolene Montoya
Water Services Section
Director

In her 20 years with the City Jolene has worked her way up through the ranks by consistently going above and beyond. As the head of the Compliance Section, she demonstrates understanding and kindness while ensuring that rules are followed.

Here is what her team members had to say:

If you have a question, Jolene has the answer.

She is a tremendous resource

She also takes the time to get to know everyone she works with, not just what their job is, but who they are and what they are into. She remembers everything.

And she is a great baker!

20th Year



Robert Oberly
Fire Captain

Congratulations to Captain Robert Oberly for 20 years of dedicated service the Flagstaff Fire Department. Captain Oberly has progressed through the ranks of Firefighter and Engineer throughout the years. Besides being a Captain on the department, he is also a Certified Hazmat Technician, a Technical Rescue Specialist and certified as a Fire Investigator.

20th Year



Matthew Smyers

Fire Captain Paramedic

20th Year

Captain Paramedic Smyers has been serving our community for 20 years and has spent his entire career on training crews. A few years back, he started the House of Jacks program, which has become a great source of pride and tradition in the department and the fire service in general. He has taught in the academy, mentored countless young firefighters, and continues to share his experience to help others succeed. Known for always putting his crew first, Captain Smyers focuses on their training, safety, and growth, while showing pride in both the department and the community he serves and making a lasting impact on everyone who works with him.



Kim Ryan Watkins
Fire Engineer

Congratulations to Engineer Ryan Watkins for 20 years of dedicated service at the Flagstaff Fire Department. In addition to being a Fire Engineer, Ryan is a certified Fire Investigator. He also is part of our fleet program where he helps keep our apparatus maintained and coordinates repairs with the city shop.

20th Year

25 Years



Teresa Lintner
Library Clerk

For the past 25+ years, Terry has been an integral part of the Circulation department at the downtown library, originally joining the city from the world of retail; fun fact for long-time Flagstaff residents, Terry used to work for Dusty's Shoes & Things in the Flagstaff Mall.
Terry's excellent customer service skills have always been a huge benefit, especially when working with someone who is confused, upset or angry. In addition to her stellar work at the downtown library, during the mid-2000's Terry regularly took shifts at the East Flagstaff Community Library, to help out during a time of massive growth and chronic staffing shortages at that location.
In the past 25+ years, Terry has seen multiple technology changes, including several ILS migrations and the implementation of RFID technology, and has always been adept at staying up to date with this evolution. Terry is one of the first people you'll see when entering the downtown library and has helped countless patrons get cards, check out library material and get answers to their questions.

25 Years



Melissa Seay
Police Sergeant

Melissa Seay was hired by the Flagstaff Police Department in 2000 in the Records Division, and her father, Dale Young, was serving as a Detective at the time of her hire. In 2002, she was promoted to a police officer, and she attended the Arizona Law Enforcement Academy (ALEA) in Phoenix. Melissa served many years in the patrol division working on multiple patrol squads. She served as a Detective in the Criminal Investigations Division from 2007 to 2009, and she specialized in working with child crime and domestic violence victims. She returned to the patrol division for several more years, and she was promoted to a Patrol Corporal in 2016. She supervised the Selective Enforcement Squad and was transferred back into the Criminal Investigations Division as a Detective for a second rotation. She was a voice for many victims of crime. In 2023, Melissa was promoted to the rank of Sergeant where she was a patrol supervisor. In 2024, Melissa was assigned to be the class Sergeant for the High-Country Training Academy where she mentors and trains new police recruits from all over Arizona.

Melissa has received numerous awards and commendations while serving at the police department for the past 25 years. Most notably, she was selected as the victim witness Officer of the year, and she was also awarded the Medal of Courage for her bravery with an armed suspect. She has received numerous lifesaving awards and meritorious service awards.

35 Years



Thomas Chotena
Presiding Magistrate

Judge Thomas L. Chotena Presiding Magistrate of the Flagstaff Municipal Court is proud to celebrate 35 years of service with the City of Flagstaff this August, 29 of those years dedicated to the Municipal Court. Appointed as a Magistrate in March 1996, Judge Chotena has served the Flagstaff Municipal Court with distinction, guiding the court through nearly three decades of change and growth. Since becoming Presiding Magistrate in August 2002, he has led the court with a steadfast commitment to fairness, professionalism, and public trust. During his tenure, the court established its Mental Health Court and Veteran's Court. His leadership has helped shape a court that is efficient, accessible, and responsive to the needs of the community. Before joining the bench, Tom began his legal career as a law clerk to two Superior Court trial judges and the Vice Chief Justice of the Arizona Supreme Court. He subsequently entered private practice before relocating to Flagstaff in 1990, where he served as an Assistant City Attorney and later as Chief Prosecutor for the City of Flagstaff. Judge Chotena is deeply grateful for the opportunity to serve the residents of Flagstaff and for the support of the City Council, the legal community, and his dedicated court colleagues. He remains proud to serve in a facility that reflects the city's investment in justice and the values of the community.


Congratulations

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Stacy Saltzburg, City Clerk

Date: 08/21/2025

Meeting Date: 08/26/2025

TITLE:
Consideration of Appointments: Beautification and Public Art Commission

STAFF RECOMMENDED ACTION:

1. Councilmember House to make one appointment

Executive Summary:
The Beautification and Public Art Commission consists of seven citizens, and recommends expenditures from the BBB beautification fund and the public art portion of the Arts and Science fund. It studies and recommends community beautification projects ranging from landscaping and irrigation, signs and billboards, buildings, street-scapes, gateways, the purchase and installation of public art projects within beautification projects, and property acquisition for beautification and/or public art and neighborhood-initiated projects, to mention a few.

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

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

- Meredith Curley (new applicant)
- Avigail Callan (new applicant)
- David Grandon (new applicant)
- Jennifer Watkins (new applicant)

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

COUNCIL APPOINTMENT ASSIGNMENT: Councilmember House

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

Policy Impact:
None

Previous Council Decision or Community Discussion:
None

Options and Alternatives to Recommended Action:

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

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

Connection to Regional Plan:
None

Connection to Carbon Neutrality Plan:
None

Connection to 10-Year Housing Plan:
None

Attachments: Beautification and Public Art Commission Authority

CHAPTER 2-14
BEAUTIFICATION AND PUBLIC ART COMMISSION

SECTIONS:

2-14-001-0001 CREATION OF COMMISSION:
2-14-001-0002 COMPOSITION AND TERM OF OFFICE:
2-14-001-0003 COMPENSATION OF COMMISSION MEMBERS:
2-14-001-0004 ORGANIZATION:
2-14-001-0005 MEETINGS:
2-14-001-0006 DUTIES:

2-14-001-0001 CREATION OF COMMISSION:

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

"Arts and sciences" means support for Flagstaff arts, scientific and cultural activities, events and organizations to provide direct and indirect citizen participation and enhancement of the overall quality of life and community image including support of public art. (Same meaning as set forth in Section 3-06-001-0001.)

"Beautification" means any modification of the urban physical environment to increase pleasure to the senses or pleasurably exalt the mind or spirit or strengthen the urban design framework of the City (same meaning as set forth in Section 3-06-001-0001). (Ord. 1580, Enacted, 08/02/1988; Ord. 2006-15, Amended, 05/16/2006; Ord. 2007-07, Amended, 02/06/2007; Ord. 2014-28, Amended, 11/18/2014; Ord. 2015-22, Amended, 01/05/2016)

2-14-001-0002 COMPOSITION AND TERM OF OFFICE:

The composition of the membership shall consist of seven (7) members appointed by the City Council.

Each member shall serve three (3) year terms, on a staggered basis. A member’s term in office shall commence with the first regular Commission meeting following the appointment and terminate with the regular Commission meeting at which the successor takes office. No voting member of the Commission may be appointed to more than two (2) full consecutive terms. (Ord. 1580, Enacted, 08/02/1988; Ord. 1674, Amended, 09/18/1990; Ord. 2006-15, Amended, 05/16/2006; Ord. 2007-04, Amended, 02/06/2007; Ord. 2014-28, Amended, 11/18/2014; Ord. 2015-22, Amended, 01/05/2016)

2-14-001-0003 COMPENSATION OF COMMISSION MEMBERS:

Members of the Commission shall serve without compensation. (Ord. 1580, Enacted, 08/02/1988)

2-14-001-0004 ORGANIZATION:

The Commission shall elect a Chairperson from among its members. The term of the Chairperson shall be one year with eligibility for reelection. Commission members may not serve more than two (2) consecutive terms as Chairperson. The Council representative shall not be eligible for the Chair. (Ord. No. 1580, Enacted, 08/02/1988)

2-14-001-0005 MEETINGS:

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

B. A quorum consisting of a minimum of four (4) voting members of the Commission shall be required to conduct business. (Ord. 1580, Enacted, 08/02/88; Ord. 2006-15, Amended, 05/16/2006; Ord. 2016-30, Amended, 07/05/2016)

2-14-001-0006 DUTIES:

The duties of the Commission shall be to:

A. The Commission shall be responsible for preparing a five (5) year plan. The five (5) year plan shall be used as a guideline for future programs. Said plan shall be presented to the Council prior to April 1st of each year.

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

C. Make recommendations to the City Council concerning the annual budgetary allocation of the beautification and public art portions of the Bed, Board and Booze Tax and other monies as deemed appropriate by the City Council, to include, but not be limited to:

1. Purchase, installation or modification of landscaping and irrigation systems;

2. Purchase, removal or modification of billboards and nonconforming signs;

3. Beautification of buildings and facilities, streetscapes and gateways;

4. Purchase and installation of public art projects;

5. Purchase or lease of easements or property necessary for beautification projects.

D. Make recommendations to the City Council for public art projects by:

1. Reviewing and defining potential public art projects and writing project descriptions.

2. Determining the artist selection method and writing the call to artists for public art projects.

3. Evaluating public art proposals for recommendation to the City Council.

4. Facilitating display of local art in public facilities.

Recommendations to City Council are required for a public art proposal when the resulting contract will be fifty thousand dollars ($50,000.00) or more.

E. With respect to the arts and science portion of the Bed, Board and Booze Tax allocated under Chapter 3-06, Hospitality Industry Tax Revenues, the Commission shall make recommendations to the Council concerning the annual budgetary allocation of the arts and science portion of this tax, to include but not be limited to:

1. Developing and supporting the Flagstaff arts, scientific and cultural activities, events and organizations to provide direct and indirect citizen participation, and opportunities for enhancement of the overall quality of life and community image.

2. Developing, acquiring and distributing material to promote arts and science.

3. Developing financial assistance programs to stimulate artistic and scientific activities in Flagstaff.

4. Retaining of appropriate staff to implement approved programs.

F. Perform those additional duties as determined by the City Council, related to the Beautification and Public Art Commission.

G. Contracts for arts and sciences and beautification are subject to procurement under the Procurement Code Manual. In addition, the City Council, City Manager or his or her designee(s) may request the Commission to make recommendations regarding any arts and sciences or beautification proposals. (Ord. No. 1580, Enacted, 08/02/88; Ordinance No. 2006-15, Amended, 05/16/2006; Ord. 2015-22, Amended, 01/05/2016; Ord. 2021-22, Amended, 10/05/2021)

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Stacy Saltzburg, City Clerk

Date: 08/21/2025

Meeting Date: 08/26/2025

TITLE:
Consideration of Appointments: Airport Commission

STAFF RECOMMENDED ACTION:

1. Councilmember Spence to make one appointment.
2. Mayor Daggett to make one appointment.
3. Councilmember House to make one appointment.

Executive Summary:
The Airport Commission consists of seven citizens, and is responsible for reviewing and reporting to the Council on the development of the Airpark and on matters affecting the operation and efficiency of the airport, using the Airport Master Plan as a guide.

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

There are nine (9) applications on file for consideration by the Council as follows:

- Thomas Waddell (current Commissioner)
- Robert Hanovich (current Commissioner)
- Arnie Kuenn (new applicant)
- Brian Corbett (new applicant)
- Chris Spelke (new applicant)
- Michael Amundson (new applicant)
- Robert Hubbard (new applicant)
- Ron Hurle (new applicant)
- Todd White (new applicant)

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

COUNCIL APPOINTMENT ASSIGNMENT: Councilmember Spence, Mayor Daggett, and Counncilmember House.

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

Policy Impact:
None

Previous Council Decision or Community Discussion:

None

Options and Alternatives to Recommended Action:

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

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

Connection to Regional Plan:
None

Connection to Carbon Neutrality Plan:
None

Connection to 10-Year Housing Plan:
None

Attachments: Airport Commission Authority

CHAPTER 2-11
FLAGSTAFF AIRPORT COMMISSION

SECTIONS:

2-11-001-0001 COMMISSION CREATED:
2-11-001-0002 COMPOSITION; TERMS:
2-11-001-0003 ORGANIZATION:
2-11-001-0004 COMPENSATION:
2-11-001-0005 MEETINGS:
2-11-001-0006 ACTIONS OF THE COMMISSION:

2-11-001-0001 COMMISSION CREATED:

There is hereby established the Flagstaff Airport Commission to be composed of seven (7) members who shall meet as hereinafter provided to consider and deliberate upon matters of concern to the City Council and citizens that affect the operation and efficiency of the airport toward the end of providing an optimum level of services within available resources using the Airport Master Plan as a basic guide. (Ord. 1897, Amended, 11/21/95)

2-11-001-0002 COMPOSITION; TERMS:

The composition of the membership of the Commission shall be as follows:

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

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

The Mayor;

The City Manager;

The Airport Manager;

The FAA Tower Operator.

C. A quorum shall shall consist of four (4) voting members of the Commission. (Res. 1045, 9-20-77; Ord. 1897, Amended, 11/21/95; Ord. 2007-03, Amended, 02/06/2007; Ord. 2014-28, Amended, 11/18/2014; Ord. 2016-30, Amended, 07/05/2016)

2-11-001-0003 ORGANIZATION:

At the first meeting after appointment and at the first meeting held in any calendar year thereafter, the members of the Commission shall elect a Chairperson and Vice-Chairperson. (Ord. 2007-03, Amended 02/06/2007)

2-11-001-0004 COMPENSATION:

The members of the Commission may be reimbursed by the City for necessary travel and subsistence expenses, but shall not receive compensation for their services. Any such travel must be approved in advance by the City Council or the City Manager with all budgetary considerations taken into account.

2-11-001-0005 MEETINGS:

The Commission shall hold regular monthly meetings, which shall at all times be open to the public, the time and place of said meetings shall be posted in accordance with any currently applicable Arizona State Statutes regulating public meetings and proceedings (open meeting laws). Special meetings may be called by the Chairperson on twenty-four (24) hours' notice.

2-11-001-0006 ACTIONS OF THE COMMISSION:

A. The Commission, with the consent of the City Manager, may call on all City divisions for assistance in the performance of its duties, and it shall be the duty of such divisions to render such assistance to the Commission as may be reasonably required.

B. All discussions, deliberations, actions and recommendations of the Commission shall be advisory to the City Council, and such advisories as the Commission may from time to time make shall be forwarded to the City Council through the City Manager. (Res. 1045, 9-20-77)

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Stacy Saltzburg, City Clerk

Date: 08/21/2025

Meeting Date: 08/26/2025

TITLE:
Consideration of Appointments: Personnel Board

STAFF RECOMMENDED ACTION:

1. Councilmember Aslan to make one appointment
2. Councilmember Matthews to make one appointment

Executive Summary:
The Personnel Board consists of seven citizens, and is responsible for determining that the City has followed proper procedures in matters concerning the dismissal, demotion, or suspension without pay of ten (10) working days or more.

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

There are two (2) applications on file for consideration by the Council as follows:

- Cynthia Chilcoat (current Commissioner)
- Kenyon Lemon (new applicant)

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

COUNCIL APPOINTMENT ASSIGNMENT: Councilmember Aslan, Councilmember Matthews

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

Policy Impact:
None

Previous Council Decision or Community Discussion:
None

Options and Alternatives to Recommended Action:

1. Appoint one Board Member: By appointing members at this time, the Personnel Board will have enough membership to allow the group to meet and provide recommendations to the City Council.
2. Postpone the action to allow for further discussion or expand the list of candidates.

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

Connection to Regional Plan:
None

Connection to Carbon Neutrality Plan:
None

Connection to 10-Year Housing Plan:
None

Attachments: Authority Papers

1. Temporary employees may work for an entire fiscal year at fewer than twenty (20) hours per week; or may work twenty (20) hours or more per week for up to nineteen (19) weeks in a fiscal year and then may work the remainder of the year at fewer than twenty (20) hours per week. Under this schedule temporary employees are not required to contribute to the Arizona State Retirement System.

2. Temporary employees working twenty (20) or more hours per week in excess of nineteen (19) weeks in a fiscal year are required to contribute to the Arizona State Retirement System through the end of that fiscal year.

3. The look-back methodology is utilized to determine if a temporary employee becomes eligible for medical insurance.

4. Temporary employees may be dismissed at any time, without cause, without notice, and without a statement of reasons. Temporary employees do not have access to the Personnel Board; However, temporary employees shall have the right to file formal grievances under the Grievance Procedure (Article 1-90).

(Ord. No. 2018-36, Amended, 11/06/18); (Ord. No. 2022-23, Amended 10/20/2022)

1-10-040. PERSONNEL BOARD

A. The Personnel Board is appointed by the City Council. The Personnel Board is responsible for determining that the City has followed proper procedures in matters concerning the dismissal, demotion, or suspension without pay of ten (10) working days or more.

B. Membership and Responsibility of the Personnel Board

1. The City Council shall appoint seven (7) individuals to serve on the Personnel Board and the terms shall be for five years.

2. Any member who misses two consecutive hearings may cease to be a member of the Board, contingent upon Council action.

3. No member of the Personnel Board shall hold any other paid municipal position.

4. The Human Resources Director shall be an ex officio member of the Board and shall be allowed to take part in all actions of the Board, except for making motions and voting.

5. A majority of the Board shall constitute a quorum for the transaction of business.

6. The Personnel Board shall determine the order of business for the conduct of its meetings.

7. The Board shall meet on call by the Chair or Secretary or a majority of the members of the Board.

8. The Board shall hear appeals submitted by any tenured employee in the classified service in relation to dismissal, demotion, or suspension.

9. The provisions of this Section shall not apply to reductions in pay via reclassifications or other matters described in Article 1-90 (Grievance Procedure).

C. Request for Hearing

1. Any tenured employee in the classified service who has been dismissed, demoted, or suspended, and any classified employee who has been disciplined under Sections 1-40-090, 1-40-110, or 1-40-120, shall be entitled to a written statement of the reasons for such action.

2. The employee shall have up to seven (7) calendar days from receipt of reasons to answer the charges and request a hearing before the Personnel Board. The response must be in writing and state why the employee believes the discipline is improper and the relief requested and must be submitted to the Human Resources Director.

3. Upon the filing of an appeal, the Human Resources Director shall set a date and place, with concurrence of the Board Chair, for a hearing on the appeal, not less than ten (10) calendar days nor more than thirty (30) calendar days from the date of filing. The Human Resources Director shall notify all interested parties of the date, time, and place of hearing.

D. Form of Hearing

1. The employee shall appear personally, unless physically unable to do so, before the Personnel Board at the time and place of the hearing. Hearings shall be conducted by rules set by the Personnel Board and approved by the City Council. All such rules shall be reviewed by the City Attorney and forwarded to the Council with comments.

2. The employee has the right to be represented by any willing person of his/her choice; however, the City is not liable for any cost or expense incurred for such representation. The employee must notify the Human Resources Director as to whom, if anyone, will be representing him/her at the hearing at least two (2) working days prior to the commencement of the hearing.

3. When a case is brought before the Personnel Board, the Department Head or a City representative, shall prepare and present the City's case to the Personnel Board.

E. Witnesses and Exhibits

1. The Board, shall have the power to examine witnesses under oath when conducting a hearing.

2. The Chair or Acting Chair of the Personnel Board shall have the power to administer oaths to witnesses.

3. A list of witnesses must be submitted to the Human Resources Director prior to the hearing. Once both parties have provided their witness lists, copies will be exchanged between the employee and the supervisor.

4. All documents/exhibits that will be presented as evidence during the hearing will be submitted to the Human Resources Director prior to the hearing. Once these documents/exhibits have been submitted they will be provided to both parties.

F. Closing Decision

1. Upon conclusion of the hearing the findings and recommendations of the Personnel Board shall be forwarded to the City Manager or designee for action. The City Manager or designee shall accept in whole or in part, or deny, said findings and recommendations. The decision of the City Manager or designee shall be final. No additional evidence, testimony, or comments will be considered by the City Manager or designee once the hearing has been officially closed. When the hearing is closed, only the evidence, testimony, and comments made prior to the official closing will be considered.

G. Disposition of Records

1. All records pertaining to the hearing will be maintained by the Human Resources Division and will not become part of the employee's personnel record. All documents provided to the City Manager or designee and/or Board shall be returned to the Human Resources Division at the completion of the process.

(Ord. No. 2007-39, Amended, 08/07/07)

1-10-050. POSITION CLASSIFICATION PLAN

A. The Human Resources Director shall be responsible for the classification of all positions based on the scope and level of the duties and responsibilities of the positions, to the end that all positions in the same class shall be sufficiently alike

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Georganna Staskey, Deputy City Clerk

Date: 08/21/2025

Meeting Date: 08/26/2025

TITLE:

Consideration and Action on Liquor License Application: Consideration and Action on Liquor License Application: Ronda Renee Stump "Flagstaff Mountain Market LLC", 1508 E Route 66 , Series 007 (Beer and Wine Bar), Owner/Location Transfer.

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 007 license allows a beer and wine bar retailer to sell and serve beer and wine, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises. Flagstaff Mountain Market is a new business in Flagstaff. If approved, it will be one of 25 series 007 licenses in Flagstaff.

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

The application was properly posted on July 28, 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;
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
Code Memo
Series Description
Map

CITY OF
FLAGSTAFF

Office of the City Clerk

8/13/2025

Ronda Renee Stump
5455 Lindsey Road
Flagstaff, AZ 86004
Rondastump@live.com

Dear Ms. Stump,

Your application for a Series 007 (Beer and Wine Bar) Liquor License for Flagstaff Mountain Market located at 1508 E Route 66, Flagstaff, AZ was posted on July 28, 2025. The City Council will consider the application at a public hearing during their scheduled Regular City Council Meeting on **August 26, 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 August 17, 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.

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

A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:

1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;

2. Number and types of licenses within one mile of the proposed premises;

3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;

4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;

5. Residential and commercial population density within one mile of the proposed premises;

6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;

7. Effect on vehicular traffic within one mile of the proposed premises;

8. Compatibility of the proposed business with other activity within one mile of the proposed premises;

9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;

10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;

11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and

12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.

B. This Section is authorized by A.R.S. § 4-201(I).

FLAGSTAFF POLICE DEPARTMENT
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ADMIN FAX (928)213-3372
TDD 1-800-842-4681

Police Chief
Sean P. Connolly

MEMORANDUM

Memo #25-040

TO: **Chief Connolly**

FROM: **Det. Wotasik #612**

DATE: **July 10th, 2025**

RE: **Owner Transfer – Series 07 (Beer and Wine) Liquor License Application– Flagstaff Mountain Market**

On July 10th, 2025, I initiated an investigation into a owner transfer for a Series 07 (Beer and Wine) liquor license filed by Ronda Stump (Agent and Owner). This is for a transfer of license 07030056 owned by Proper Meats and Provisions, and the application number is 350710. The license will be transferred to Flagstaff Mountain Market, located at 1508 E Route 66, Flagstaff AZ 86001.

I conducted a query through local systems on the above listed names. I discovered no derogatory records. I conducted a search for current or historical liquor violations on the license as well as the new business and discovered no violations.

This business is not located within 300 feet of a school.

Planning and Development Services Memorandum

To: Stacy Saltzburg, City Clerk

From: Reggie Eccleston, Code Compliance Manager

CC: Michelle McNulty, Planning Director

Date: July 24, 2025

Re: Application for Liquor License #350710
1508 E Route 66, Flagstaff, Arizona 86001
Assessor's Parcel Number 104-06-002A
Ronda Renee Stump on behalf of Flagstaff Mountain Market

This application is a request for a new Series 7 Beer & Wine liquor license by Ronda Renee Stump on behalf of Flagstaff Mountain Market. This business is located within the Highway Commercial district. This district does allow for this use.

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

License Types: Series 07 Beer and Wine Bar License

Transferable (From person to person and/or location to location within the same county only)
On & off-sale retail privileges
Note: Terms in **BOLD CAPITALS** are defined in the glossary.

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

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

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

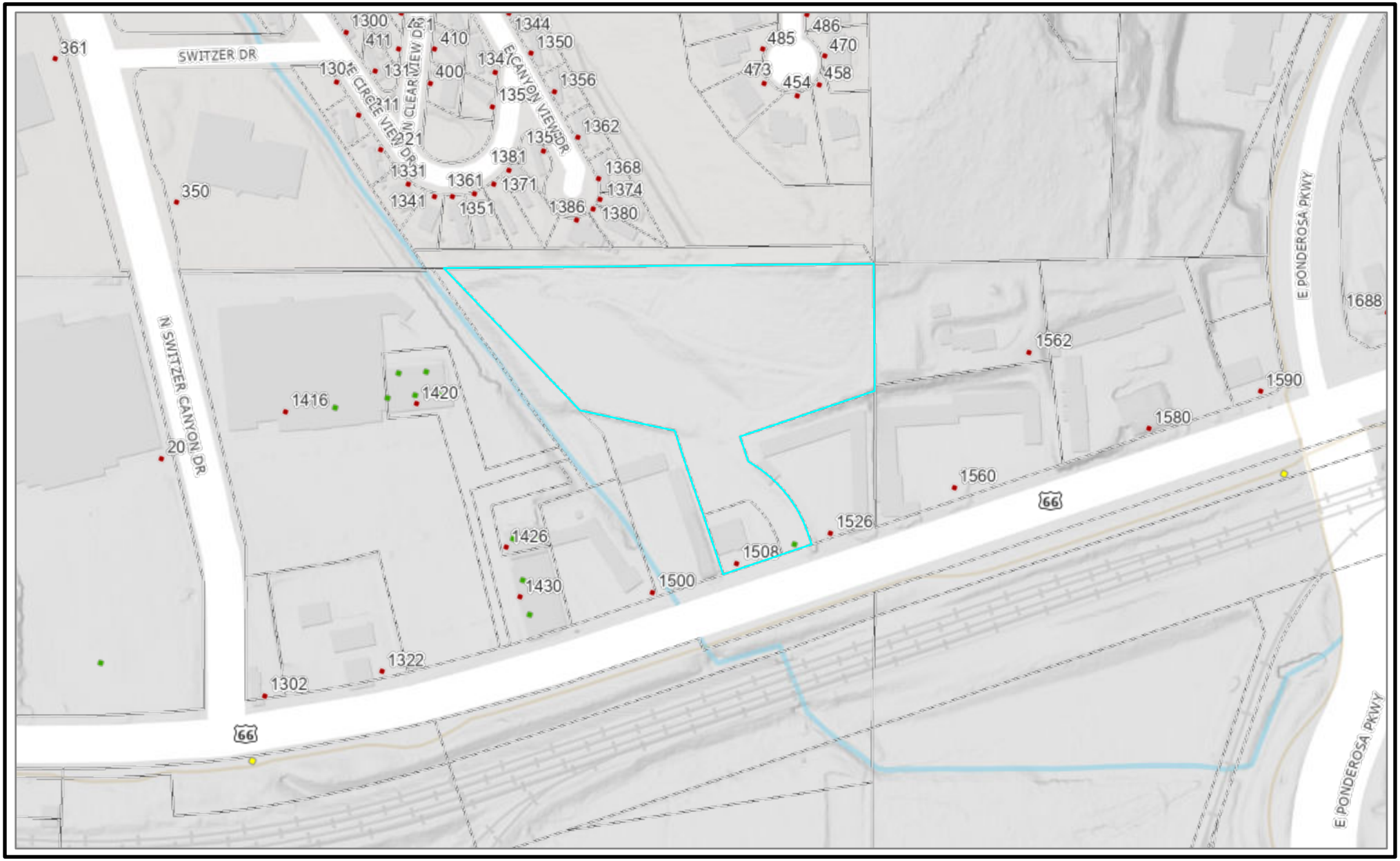
A licensee acting as a **RETAIL AGENT**, authorized to purchase and accept delivery of spirituous liquor by other licensees, must receive a certificate of registration from the Department.

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

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

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

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



1508 E Route 66

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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.

8/13/2025 1:51 PM

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Georganna Staskey, Deputy City Clerk

Date: 08/21/2025

Meeting Date: 08/26/2025

TITLE:

Consideration and Action on Liquor License Application: Michael Walter Marquess "Mother Road Brewing", 1300 E Butler Ave. Ste 200, Series ~~12~~ 001 (In-State Producer), 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 001 license allows an in-state producer to produce or manufacture spirituous liquor and sell the product to a licensed WHOLESALER. A person who holds a Series 01 license may also sell beer produced or manufactured on the licensed premises for on-site consumption if the producer also holds an on-sale retail license (Series 06, 07 or 12). The retail license premises (commonly referred to as a "brew pub") must be located on, or adjacent to, the licensed premises of the in-state producer. Sampling is permitted only for new products or products unfamiliar to the person receiving the sample. Mother Road Brewing is an existing business in Flagstaff. If approved, it will be one of one series 001 licenses in Flagstaff.

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

The application was properly posted on July 18, 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;
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
Code Memo
Series 001
Map

CITY OF
FLAGSTAFF

Office of the City Clerk

8/13/2025

Michael Walter Marquess
1300 E Butler Ave Ste 200
Flagstaff, AZ 86001
michael@motherroadbeer.com

Dear Mr. Marquess,

Your application for a Series 001 (In-state) Liquor License for Mother Road Brewing located at 1300 E Butler Ave Ste 200, Flagstaff, AZ was posted on July 18, 2025. The City Council will consider the application at a public hearing during their scheduled Regular City Council Meeting on **August 26, 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 August 7, 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.

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

A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:

1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;

2. Number and types of licenses within one mile of the proposed premises;

3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;

4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;

5. Residential and commercial population density within one mile of the proposed premises;

6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;

7. Effect on vehicular traffic within one mile of the proposed premises;

8. Compatibility of the proposed business with other activity within one mile of the proposed premises;

9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;

10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;

11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and

12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.

B. This Section is authorized by A.R.S. § 4-201(I).

FLAGSTAFF POLICE DEPARTMENT
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ADMIN FAX (928)213-3372
TDD 1-800-842-4681

Police Chief
Sean P. Connolly

MEMORANDUM

Memo #25-043

TO: **Chief Connolly**

FROM: **Det J. Wotasik #612**

DATE: **July 22nd 2025**

RE: **New Application – Series 01 (In-State Producer) Liquor License Application– Mother Road Brewing Company**

On July 22nd, 2025, I initiated an investigation into a new application for a Series 01 (In-State Producer) liquor license filed by Michael Marquess (Agent/Controlling Person) and Peter Kruger (Manager). This is for a new application, and the application number is 349856. It is for Mother Road Brewing Company, located at 1300 E Butler Ave Ste 200, Flagstaff, AZ.

I conducted a query through local systems on the above names and business. I discovered no derogatory records. I conducted a search for current or historical liquor violations on the above names and business as well and discovered no concerning 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.

Planning and Development Services Memorandum

To: Stacy Saltzburg, City Clerk

From: Reggie Eccleston, Code Compliance Manager

CC: Michelle McNulty, Planning Director

Date: July 28, 2025

Re: Application for Liquor License #349856
1300 E Butler Ave. Ste. 200, Flagstaff, Arizona 86001
Assessor's Parcel Number 104-07-002C
Michael Walter Marquess on behalf of Mother Road Brewing Company

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This application is a request for a new Series 001 In-State Producer liquor license by Michael Walter Marquess on behalf of Mother Road Brewing Company. This business is located within the Light Industrial district. This district does allow for this use.

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

License Types: Series 01 In-State Producer

Non-transferable

Note: Terms in **BOLD CAPITALS** are defined in the glossary.

Allows an in-state producer to produce or manufacture spirituous liquor and sell the product to a licensed **WHOLESALER**.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:

A person who holds a Series 01 license may also sell beer produced or manufactured on the licensed premises for on-site consumption if the producer also holds an on-sale retail license (Series 06, 07 or 12). The retail license premises (commonly referred to as a "brew pub") must be located on, or adjacent to, the licensed premises of the in-state producer.

Sampling is permitted only for new products or products unfamiliar to the person receiving the sample.

An in-state producer may not offer illegal **INDUCEMENTS** to a retailer nor engage in commercial coercion or bribery or other unlawful trade practices.

AVERAGE APPROVAL TIME: Sixty-five (65) to one-hundred five (105) days.

PERIOD OF ISSUANCE: One (1) year with option to renew.

FEES: Non-refundable application fee: $100.00
Fingerprint fee per card: Contact Department
Interim Permit fee: $100.00

Upon approval:
Final fees (full year): $1,850.00
Final fees (half year): $1,675.00
Annual renewal fee (includes **SURCHARGE)** $420.00

ARIZONA STATUTES AND REGULATIONS:

ARS 4-201, 4-202, 4-203, 4-209(B)(1), 4-209.(D)(1), 4-243, 4-243.02; Rule R19-1-250



1300 E Butler Ave Ste 200

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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.

8/13/2025 2:17 PM

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Trevor Henry, Capital Improvements Engineer

Date: 08/21/2025

Meeting Date: 08/26/2025

TITLE:

Consideration and Approval of Contract: Seventh Amendment to the Construction Manager at Risk (CMAR) Construction Services Agreement with Eagle Mountain Construction, Inc. for the Spruce Wash Flood Mitigation Suite of Projects to add Guaranteed Maximum Price (GMP) 7 for the Killip Outlet.

STAFF RECOMMENDED ACTION:

1. Approve the Seventh Amendment to the CMAR Construction Services Agreement with Eagle Mountain Construction, Inc. for the Spruce Wash Mitigation Suite of Projects to include GMP 7 in the amount of $985,666 and adding 0 days to the contract duration; and
2. Approve an Owner's Contingency of $15,000, which is approximately 2.0% of GMP 7; and
3. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Staff recommends approval of Amendment Seven to the CMAR Construction Services Agreement No. 2023-60 (Agreement), with Eagle Mountain Construction, Inc. (EMC), for the Spruce Wash Flood Mitigation Suite of Projects (the Suite). Amendment Seven would increase the contract amount by $985,666, including an owner's contingency of $15,000. Approval of Amendment Seven will authorize construction of the Killip Outlet.

Please refer to the attached context and vicinity maps.

Construction of the Suite of Projects began in September of 2023. Target completion date is prior to monsoon season of 2026. Previous amendments and Council actions are presented in detail in the Background and History section of this staff summary.

Financial Impact:

Amendment Seven will be funded by the Spruce Wash Program, Fund 410 and a Federal Grant.

Project	FY26	Account
Killip Outlet	$740,061	410-08-385-3580-3

This project's budget overage will be covered within the Fund 410 suite of spruce wash projects. This project is also funded through a Federal Emergency Management (FEMA) Hazard Mitigation Grant Program through the Department of Emergency Management (DEMA). The construction of the Killip Outlet will be 90% Federal / 10% City, in the total amount of $1,850,000.00 and by Proposition 441, Fund 410.

Policy Impact:

No Impact

Previous Council Decision or Community Discussion:
Construction of the Suite of Projects began in September of 2023 with GMP 1 for the underground utilities portion of the Grandview Project and Wedge Clearing. Amendment One, GMP 2 began in March of 2024 and includes the utility relocations for the Linda Vista to Cedar Channel, Grandview Street Improvements, the Linda Vista Crossing and the Wedge Utilities. Amendment One extended construction to 1,025 days to cover construction of the entire Suite spanning over four construction seasons with a target completion prior to monsoon season of 2026. Amendment Two, GMP 3 authorized construction of the Linda Vista to Cedar Channel. Amendment Three authorized a change order to GMP 2 for the replacement of aging water and sewer infrastructure. Amendment Four, GMP 4, authorized construction of the Cedar Avenue box culvert crossing. Amendment Five, GMP 5, authorized construction of the Wedge Detention Basin. Amendment Six, GMP 6, authorized construction of the Dortha to Arroyo Seco Channel, Arroyo Seco Inlet, Killip Inlet and demolition and cleanup of City-acquired property.

- Council previously approved the ballot language for the November 2022 voter approved Proposition 441 Wildfire, Flood, and Wastewater Infrastructure Bond, which dedicated $26 million towards flood mitigation projects.
- Council previously approved this Agreement with EMC for the Suite of Projects for GMP#1 on July 3, 2023.
- Council previously approved Amendment One with EMC for the Suite of Projects for GMP#2 on March 5, 2024.
- Council previously approved Amendment Two with EMC for the Suite of Projects for GMP#3 on July 3, 2024.
- Council previously approved Amendment Three with EMC for Change Order No. 1 to GMP#2 on August 26, 2024.
- Council previously approved Amendment Four with EMC for GMP#4 on October 1, 2024.
- Council previously approved Amendment Five with EMC for GMP#5 on December 3, 2024.
- Council previously approved Change Order #1 for the Wedge Phase 3 (GMP#5) on May 6, 2025.
- Council previously approved Amendment Six with EMC for GMP#6 on May 20, 2025.

Options and Alternatives to Recommended Action:

1. Approve the Seventh Amendment as recommended. Approval will allow work to move forward; or,
2. Reject approval of the award as recommended. This action would delay the Project.
    a. If rejection occurs, possible options include:
        i. Ask staff to re-evaluate the recommendation; or
        ii. Suspend or cancel the project completely.

Background and History:
On July 21, 2019, the Museum Fire broke out in the Dry Lake Hills area just above Flagstaff within the Coconino National Forest. The fire charred 1,961 acres, including a significant portion of the Spruce Wash Watershed. Throughout the summer of 2021, monsoon rain events on the Museum burn scar caused multiple flood events in Flagstaff neighborhoods.

In November 2022, voters approved Proposition 441 with support from 76% of Flagstaff voters. The Proposition invests $57 million in City of Flagstaff wildfire suppression, stormwater flood mitigation and wastewater treatment infrastructure. Specifically, $26 million of this funding will be used to fund stormwater infrastructure improvements in the Spruce Wash area to lessen the impacts of flooding in affected neighborhoods.

Engineering design commenced in 2022 for a suite of drainage improvements in the Museum flood areas of the Paradise, Grandview and Sunnyside neighborhoods. The suite of 10 projects is shown on the Key Flood Projects.

In April 2023, the City awarded Eagle Mountain Construction the CMAR design and construction phase services contract for the suite of projects, except the Park Way Basins which was delivered by Coconino County Flood Control District. There have been multiple GMPs since construction commenced which has allowed construction to continue while design is completed, grant opportunities are explored and property is acquired.

The Suite of Projects consist of the following 10 projects (this list corresponds to the Key Flood Projects exhibit):

1. Grandview Drive Reconstruction -- a reconstructed inverted crown street with a modified rolled curb instead of a typical rolled curb to increase stormwater capacity of the roadway on Grandview from Linda Vista to Cedar including the side-streets, and replacing and lowering the existing aging water and sewer infrastructure to ensure proper cover with the lowered roadway. This project is complete.

2. The Wedge Detention Basin -- a detention basin to receive diverted flows from Spruce Wash. The stormdrain portion of this project is substantially complete. Construction of the basin is underway.

3. Linda Vista Drive Crossing -- a new box culvert to increase the inlet and downstream channel capacity and reduce the potential for overtopping of Linda Vista Drive. This project is complete.

4. Cedar Avenue to Linda Vista Drive Channel: a re-graded and hardened channel to improve capacity for stormwater runoff conveyance. This project is substantially complete.

5. Cedar Avenue Crossing: a new box culvert to increase the inlet and downstream channel capacity. This project is under substantially complete.

6. Arroyo Seco Drive to Dortha Avenue Channel: a re-graded and hardened channel to improve capacity for stormwater runoff conveyance. This project is under construction.

7. Arroyo Seco Drive Inlet: a reconstructed inlet structure for the purpose of increasing the inlet capacity to capture more stormwater into the downstream existing 60-inch storm drain. This project is under construction.

8. Killip Basins Outlet: a new outlet structure from the Killip Regional Detention Basins to an existing storm drain in Main Street to serve as a secondary outlet for larger storm events, reducing the

impact of water overtopping the basins. This GMP.

9. Killip Basins Inlet: a channel and improvements to convey flood flows through Ponderosa Park and into the Killip Regional Detention Basins. This project is under construction.

   The City acquired private property immediately north of Ponderosa Park. A portion of this property is needed to convey flood water. The property will also serve as an access for construction and maintenance of the drainage infrastructure. Drainage improvements and access needs require demolition of the house and disposal of items left on the property. This project is under construction.

Park Way Basins: basins constructed by Coconino County Flood Control District on a City of Flagstaff parcel. The basins are intended to capture sediment and debris in Spruce Wash prior to entering the City's stormwater infrastructure. This project is complete.

Expanded Financial Considerations:

The Spruce Wash Flood Mitigation Suite of Projects is funded by the November 2022 voter approved Proposition 441 Wildfire, Flood, and Wastewater Infrastructure Bond, which dedicated $26 million towards flood mitigation projects.

GMP#1 is $2,906,383.00 plus an Owners Contingency of $50,000.00 for a Total Contract Price of $2,956,383.00. GMP#1 is for the construction of the utilities portion of the Grandview Project and the clearing portion of the Wedge Project.

GMP#2 is $7,429,149.06 plus an Owners Contingency of $185,000.00. GMP#2 is for the utility relocation in the Linda Vista to Cedar Channel and construction of the Wedge Utilities, Grandview Street Improvements and Linda Vista Crossing.

GMP#3 is $2,907,375.00 plus an Owners Contingency of $50,000.00.

Change Order #1 to GMP#2 is $310,116.40 for water and sewer replacements in Linda Vista.

GMP #4 is $1,874,943.54 plus an Owners Contingency of $75,000 for a total of $1,949,943.54.

GMP #5 is $7,922,249.71 plus an Owners Contingency of $75,000 for a total of $7,997,249.71.

Change Order #1 to GMP#5 is $95,338.00.

Change Order #2 to GMP#5 is $439,009.00.

GMP #6 is $5,380,490.00 including Owners Contingency.

The Total Contract Amount including previously approved Amendments is **$29,800,535.18.**

The contract duration is 1,025 days with an anticipated completion date of June 26, 2026.

Action	Date Approved	Description	Amount
Agreement	7/3/2023	GMP#1: Grandview Utilities & Wedge Clearing	$2,956,383.00
		GMP#2: Grandview Roadway,	

Amendment One	3/5/2024	Linda Vista Crossing, Linda Vista to Cedar Channel Ph 1, Wedge Utilities	$7,647,983.63
Amendment Two	7/3/2024	GMP#3: Linda Vista to Cedar Channel Ph 2	$2,957,375.00
Amendment Three	8/26/2024	Wedge Water & Sewer Utilities	$310,116.40
Amendment Four	10/1/2024	GMP#4: Cedar Avenue Crossing	$1,949,943.54
Amendment Five	11/12/2024	GMP#5: Wedge Basin	$8,159,234.61
Change Order	5/6/2025	CO#1 to GMP#5	$439,009.00
Amendment Six	5/20/25	GMP#6	$5,380,490.00
APPROVED TO DATE			**$29,800,535.18**
Amendment Seven		GMP#7	$985,666.00
TOTAL CONTRACT AMOUNT			**$30,786,201.18**

Community Benefits and Considerations:

- Mitigating post-wildfire flooding in the Spruce Wash and surrounding neighborhoods, businesses, parks, and schools.
- Replacing and or abandoning aged and undersized existing water and sewer infrastructure, ranging from 51-63 years old, to meet current standards.
- Reducing required utilities maintenance with the construction of the new infrastructure.
- Coordinating construction of multiple projects and utilizing project areas for temporary construction yards in the immediate vicinity to minimize inconveniences to the public and reduce costs.

Community Involvement:
Inform, Involve, Empower:

- Starting from roughly August of 2021 there have been over 20 Museum Flood and Post Wildfire Flooding Council Updates which will continue through completion of the Suite of Projects.
- In January 2022, Beta PR, on behalf of the City of Flagstaff, created the Museum Fire Flood Projects Website museumfloodprojects.com. Between September 9, 2024 and April 9, 2025, 1,318 unique individuals have visited site with over 1,479 total visits. A grand total of 9,314 people have visited the website since creation. The site also includes a subpage where people can sign up to receive E-Newsletters sent out via email on a weekly basis to provide updates and information on the Museum Fire Flood Mitigation Projects.
- In February 2022, Beta PR, on behalf of the City of Flagstaff, began sending out the ENewsletters and will continue to do so through and after the completion of the Suite of Projects. As of April 9, 2025, there are currently 544 ENewsletter subscribers.
- Beta PR created and maintains a Museum Fire Flood Projects email address (info@museumfloodprojects.com) and a project hotline. To date, 167 stakeholders have utilized the hotline or email to get their questions and concerns answered.
- In February 2022, Beta PR, on behalf of the City of Flagstaff, sent out an introduction mailer for Museum Fire Flood Mitigation Projects that was mailed to 950 properties in Spruce Wash area that included a Spanish translated side. Since February 2022, BetaPr, on behalf of the City, has mailed 11 notification fliers, disseminated 5 press releases and placed 26 door hangers to spread project information. BetaPr has conducted door-to-door visits over 35 times.
- In November 2022, voters approved Proposition 441 with support from 76% of Flagstaff voters.
- In December 2022, the Proposition 441 subpage of the Museum Fire Flood Projects Website was created which includes more information regarding the Suite of Projects.

- On February 2, 2023, the City hosted a Spruce Wash Community Meeting to provide information on the history of the Museum Fire, update on the progress of Spruce Wash Watershed restoration, November Prop 441 passage, and Prop 441 preliminary projects.
- On May 15, 2023, the City hosted the second Spruce Wash Community Meeting to provide information on the 2023 monsoon forecast, a Suite of Projects update, Coconino County Flood Control District Update, and preparing for the 2023 monsoon season.
- On November 2, 2023, the City hosted the third Spruce Wash Community Meetings to provide an update on the Suite of Projects, the flood modeling, and the flood risk assessment maps showing the positive impacts of the Suite of Projects.
- On April 1, 2024, the City hosted a fourth Spruce Wash Community Meeting to provide the community an opportunity to review the final plans, show the final flood modeling and the flood risk assessment maps and the positive impacts, and to go over the schedule and construction sequencing of the Suite of Projects.
- To date, during the design and current construction of the Suite of Projects, Beta PR, on behalf of the City of Flagstaff, has performed door-to-door operations over 25 times to deliver project notices and door hangers for various project items and information to the community adjacent to the Suite of Projects.
- Eagle Mountain Construction, Beta PR, and City staff will be intimately involved with the coordination of construction activities and keeping the stakeholders informed on schedule, sequence, and impacts through construction.

Connection to PBB Priorities and Objectives:
Safe & Healthy Community: Ensure the built environment is safe through the use of consistent standards, rules & regulations, & land use practices.
Sustainable, Innovative Infrastructure: Deliver outstanding services to residents through a healthy, well maintained infrastructure system.

Connection to Regional Plan:
Goal WR.5: Manage watersheds and stormwater to address flooding concerns, water quality, environmental protections, and rainwater harvesting.
Goal T.21: Improve transportation safety and efficiency for all modes.

Connection to Carbon Neutrality Plan:
IR-2: Ensure equity, accessibility, and inclusion across all City of Flagstaff Parks and Recreation facilities, helping all members of the Flagstaff community to meet their health and wellness needs.
WS-1: Improve water infrastructure and expand water reuse.

Connection to 10-Year Housing Plan:
None

Connection to Division Specific Plan:
None

Attachments: Seventh Amendment - GMP7
Context Map
Vicinity Map
Contingency Justification Form

SEVENTH AMENDMENT

Spruce Wash Drainage Improvements Projects
Construction Manager at Risk

Construction Phase Services Agreement
Killip Basin Secondary Outlet - GMP 7

Grant Agreement No.: HMGP DR-4620-2-3R

Project No. #03-23014
Agreement No. 2023-60

This Seventh Amendment ("Seventh Amendment") to the fully executed Construction Phase Services Phase - Agreement No. 2023-60 dated July 14, 2023 (the "Agreement") for the City of Flagstaff Spruce Wash Drainage Improvement Projects (the "Projects") is made and entered into this ____ day of _____, 2025, by and between the City of Flagstaff, an Arizona municipal corporation ("City"), and Eagle Mountain Construction, Inc., an Arizona corporation ("Construction Manager at Risk" or "CMAR").

The Parties to the Agreement and other subsequent amendments, hereby agree to the following Seventh Amendment:

A. Pursuant to Article 5 – Contract Price, Section 5.2, Exhibit B – is amended to include Killip Basin Secondary Outlet – GMP 7 – dated July 31, 2025, 2 pages, attached as Attachment A.

B. CMAR's Killip Basin Secondary Outlet – GMP 7 is for a portion of work of the Projects related to the Killip Basin Secondary Outlet and shall total **nine hundred eighty-five thousand six hundred sixty-six dollars and zero cents ($985,666.00).**

C. The project is funded in part by a grant from the U.S. Department of Homeland Security, FEMA. Hazardous Mitigation Grant Agreement No.: HMGP DR-4620-2-3R pursuant to the Grant Provisions attached as Attachment B.

D. The total Contract Price for the complete performance of work under the Agreement and other subsequent amendments, as amended by this Seventh Amendment, shall be **($30,786,200.00).**

E. All other provisions of the Agreement and other subsequent amendments shall remain unchanged in full force and effect.

(Signatures on Following Page)

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

City of Flagstaff

By:_____
Greg Clifton, City Manager

Dated:_____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

Eagle Mountain Construction, Inc.

By:_____

Title:_____

Dated:_____

July 31, 2025

Trevor Henry
Capital Improvements Engineer
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86004

Re: Spruce Wash Watershed Improvements ("Project")
City of Flagstaff Project # 03-23014
Construction Manager at Risk – Guaranteed Maximum Price ("GMP") 7

Dear Mr. Henry,

Eagle Mountain Construction ("EMC") is submitting GMP 7 for the above referenced Project.

The Spruce Wash Watershed Improvements is a "suite" of 9 individual projects along the Spruce Wash drainage corridor, with several of the scopes having multiple phases. This GMP 7 is for the Killip Basin Secondary Outlet.

This GMP 7 scope is tentatively scheduled to begin in the fall of 2025. The current overall project completion date is June 26, 2026, and this scope is scheduled to complete within that time frame.

Lastly, it requires noting that due to recent events related to the federal government's tariff policies, there is significant volatility in the supply and pricing of most commodities and materials in our industry. As always, EMC strives to mitigate those impacts with our subs & vendors in various ways, however, should there be supply or cost effects beyond our control, EMC reserves the right to submit for equitable adjustments as needed.

We continue to be honored to be apart this Team and appreciate the opportunity to work with so many of the Project stakeholders, the team of engineers, and the City of Flagstaff staff in the execution of the ever changing and challenging Project.

Sincerely,

Eagle Mountain Construction

Marco Spagnuolo
CEO

KILLIP SECONDARY OUTLET - FINAL 1

Keynote	DESCRIPTION	QTY	Unit	Unit Cost	Total
REMOVALS					
001	SAWCUT, REMOVE & DISPOSE ASPHALTIC CONCRETE PAVEMENT	1,067.0	SY	$ 15.00	$ 16,005.00
003	REMOVE & DISPOSE PORTLAND CEMENT CONCRETE	240	SF	$ 5.00	$ 1,200.00
010	REMOVE & DISPOSE CONCRETE CURB & GUTTER	40	LF	$ 5.00	$ 200.00
020	REMOVE & DISPOSE CONCRETE VALLEY GUTTER	75	SF	$ 5.00	$ 375.00
RELOCATIONS & ADJUSTMENTS					
140	ADJUST MANHOLE FRAME & COVER	1	EA	$ 2,370.00	$ 2,370.00
171	REMOVE & REINSTALL FENCE	30	LF	$ 55.00	$ 1,650.00
ROADWAY CONSTRUCTION					
204	PAVEMENT SECTION: 4" AC / 8" ABC	1,067	SY	$ 115.00	$ 122,705.00
210	TYPE A VERTICAL CURB & GUTTER	40	LF	$ 45.00	$ 1,800.00
220	SIDEWALK	240	SF	$ 20.00	$ 4,800.00
227	VALLEY GUTTER APRON	75	SF	$ 45.00	$ 3,375.00
280	SURVEY MONUMENT, TYPE A (INTERSECTION)	2	EA	$ 1,750.00	$ 3,500.00
WATER CONSTRUCTION					
360	1" ARV	1	EA	$ 6,790.00	$ 6,790.00
374	VERTICAL WATERLINE REALIGNMENT (12-IN)	1	EA	$ 18,350.00	$ 18,350.00
SEWER CONSTRUCTION					
482	CONCRETE ENCASE SEWER MAIN ONLY (Not SD per Julie 4-10-25)	1	EA	$ 9,800.00	$ 9,800.00
STORM DRAIN REMOVALS					
041	REMOVE & DISPOSE MANHOLE	1	EA	$ 1,660.00	$ 1,660.00
50	REMOVE & DISPOSE STORM DRAIN	45	LF	$ 45.00	$ 2,025.00
STORM DRAIN CONSTRUCTION					
502	46”X36" SRP STORM DRAIN	379	LF	$ 505.00	$ 191,395.00
507	18" SRP STORM DRAIN	35	LF	$ 145.00	$ 5,075.00
510	STORM DRAIN MANHOLE (2-PIPE)	1	EA	$ 27,500.00	$ 27,500.00
514	STORM DRAIN MANHOLE (3- PIPE)	2	EA	$ 28,200.00	$ 56,400.00
523	OUTLET STRUCTURE	1	EA	$ 38,300.00	$ 38,300.00
529	CONNECT TO EX. CATCH BASIN	1	EA	$ 2,450.00	$ 2,450.00
STRIPPING & SIGNAGE					
603	6" LANE STRIPE	275	LF	$ 4.00	$ 1,100.00
604	4" DOUBLE YELLOW WITH BROKEN INSIDE STRIPE	230	LF	$ 5.00	$ 1,150.00
606	8" LANE STRIPE	55	LF	$ 6.00	$ 330.00
MISCELLANEOUS					
	MOBILIZATION & DEMOBILIZATION	1	LS	$ 24,500.00	$ 24,500.00
	SURVEY & STAKING	1	LS	$ 8,765.00	$ 8,765.00
	TRAFFIC CONTROL & MAINTENANCE	1	LS	$ 18,100.00	$ 18,100.00
	AS-BUILTS\RECORD DRAWINGS	1	LS	$ 6,500.00	$ 6,500.00
	SWPPP INSTALLATION & MAINTENANCE	1	LS	$ 5,500.00	$ 5,500.00
	PUBLIC RELATIONS	1	LS	$ 30,000.00	$ 30,000.00
CONTRACT ALLOWANCES					
	ROCK EXCAVATION	300	CY	$ 315.00	$ 94,500.00
	POTENTIAL ADDITIONAL TRAFFIC CONTROL DUE TO FUSD - AS NEEDED	1	LS	$ 15,000.00	$ 15,000.00
SUMMARY					
COST OF WORK					**$ 723,170.00**
GENERAL CONDITIONS (GC'S) (Percent of Cost of the Work)		10.16%			$ 73,500.00
SUBTOTAL #1 - Cost of the Work + GC's					**$ 796,670.00**
CONSTRUCTION FEE (Fee) (Percentage of Subtotal #1)		10.50%			$ 83,650.35
SUBTOTAL #2 - Cost of the Work + GC's + Fee					**$ 880,320.35**
PERFORMANCE & PAYMENT BOND (Percentage of Subtotal #2)		0.90%			$ 7,922.88
SUBTOTAL #3 - Cost of the Work + GC's + Fee + Bonds					**$ 888,243.23**
INSURANCE (Percentage of Subtotal #3)		1.00%			$ 8,882.43
SUBTOTAL #4 - Cost of the Work + GC's + Fee + Bonds + Insurance					**$ 897,125.67**
SALES TAX (Percentage of GMP)		5.97%			$ 53,540.33
CMAR CONTINGENCY & PRICE ESCALATION FUNDING		3%			$ 20,000.00
GMP					**$ 970,666.00**
OWNERS CONTINGENCY (Percentage of Cost of the Work)		2%			$ 15,000.00
CONTRACT PRICE					**$ 985,666.00**

GRANT PROVISIONS

Grant Project Title: Killip Basin Secondary Outlet

Funding Agency: Federal Emergency Management Administration (FEMA) through Arizona Department of Emergency and Military Affairs (ADEMA)

Grant Agreement No.: Hazard Mitigation Grants Program – HMGP-DR-4620-2-3R

FEDERAL - GRANT PROVISIONS

The Contractor and its Subcontractor shall comply with the following grant provisions;

Applicable Laws
Compliance with all applicable Federal, State, and Local laws and regulations.

Awards to debarred and suspended parties
The City will not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Orders 12549 and 12689, ``Debarment and Suspension."

Contracting with small and minority firms, women's business enterprise and labor surplus area firms.
(1) The Contractor will take all necessary affirmative steps to assure that minority firms,women's business enterprises, and labor surplus area firms are used when possible.
(2) Affirmative steps shall include:
(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Equal Employment Opportunity
Compliance with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of $10,000 by grantees and their contractors or subgrantees)

Clean Water and Air Act
Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000)

Energy Policy and Conservation Act
Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Resource Conservation and Recovery Act
Compliance with the Resource Conservation and Recovery Act (RCRA) requires federal agencies to assess the impact that debris, debris removal, hazardous wastes, and hazardous waste clean-up projects will have on air and water quality and take actions to prevent degradation. RCRA gives EPA the authority to control hazardous waste from the "cradle-to-grave" to facilities that generate hazardous materials and sets forth a framework for the management of non-hazardous waste (42 USC, 6901).

Conflicts of Interest

The City (grantee) and Contractor (subgrantees) will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

(i) The employee, officer or agent,

(ii) Any member of his immediate family,

(iii) His or her partner, or

(iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Copyrights

Reports, maps or other documents produced in whole or in part are works for hire and shall not be the subject of any application for copyright by or on behalf of the Contractor or its Subcontractor. The Contractor shall advise the City or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Patent Fees and Royalties

Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device that is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in Funding Agency Contracting Provisions for Construction Projects the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Owner in the Contract Documents.

Responsible Contractors

The City will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Access and Retention of Records

Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

This content is from the eCFR and is authoritative but unofficial.

Displaying title 2, up to date as of 8/01/2024. Title 2 was last amended 5/30/2024.

Title 2 —Grants and Agreements
Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

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

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

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

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

(E) 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]

FY 2024 DHS STANDARD TERMS AND CONDITIONS

The Fiscal Year (FY) 2024 Department of Homeland Security (DHS) Standard Terms and Conditions apply to all new federal awards of federal financial assistance (federal awards) for which the federal award date occurs in FY 2024 and flow down to subrecipients unless a term or condition specifically indicates otherwise. For federal awards that may involve continuation awards made in subsequent FYs, these FY 2024 DHS Standard Terms and Conditions will apply to the continuation award unless otherwise specified in the terms and conditions of the continuation award. The United States has the right to seek judicial enforcement of these terms and conditions.

All legislation and digital resources are referenced with no digital links. These FY 2024 DHS Standard Terms and Conditions are maintained on the DHS website at www.dhs.gov/publication/fy15-dhs- standard-terms-and-conditions.

A. Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications

I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.

B. Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. General Acknowledgements and Assurances

All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance.

V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and

Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool. DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

II. Activities Conducted Abroad

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 *et seq*.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d *et seq*.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 *et seq*.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection. therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

IX. Debarment and Suspension

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

XI. Duplicative Costs

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 *et seq*.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

XIII. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act,

Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 *et seq*.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XIV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XV. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVI. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

XVII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list)for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XVIII. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

XIX. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XX. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

XXI. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

XXII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 *et seq*.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith- based organizations in individual DHS programs.

XXIV. Non-Supplanting Requirement

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

XXV. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

XXVI. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 *et seq*. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

XXVII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section

6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXVIII. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXIX. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any 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 the federal award, then the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

XXX. Reporting Subawards and Executive Compensation

For federal awards that equal or exceed $30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

XXXI. NOT APPLICABLE - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

(a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

Definitions

The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

XXXII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

XXXIII. Terrorist Financing

Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.

XXXIV. Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.

XXXV. Universal Identifier and System of Award Management

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.

XXXVI. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

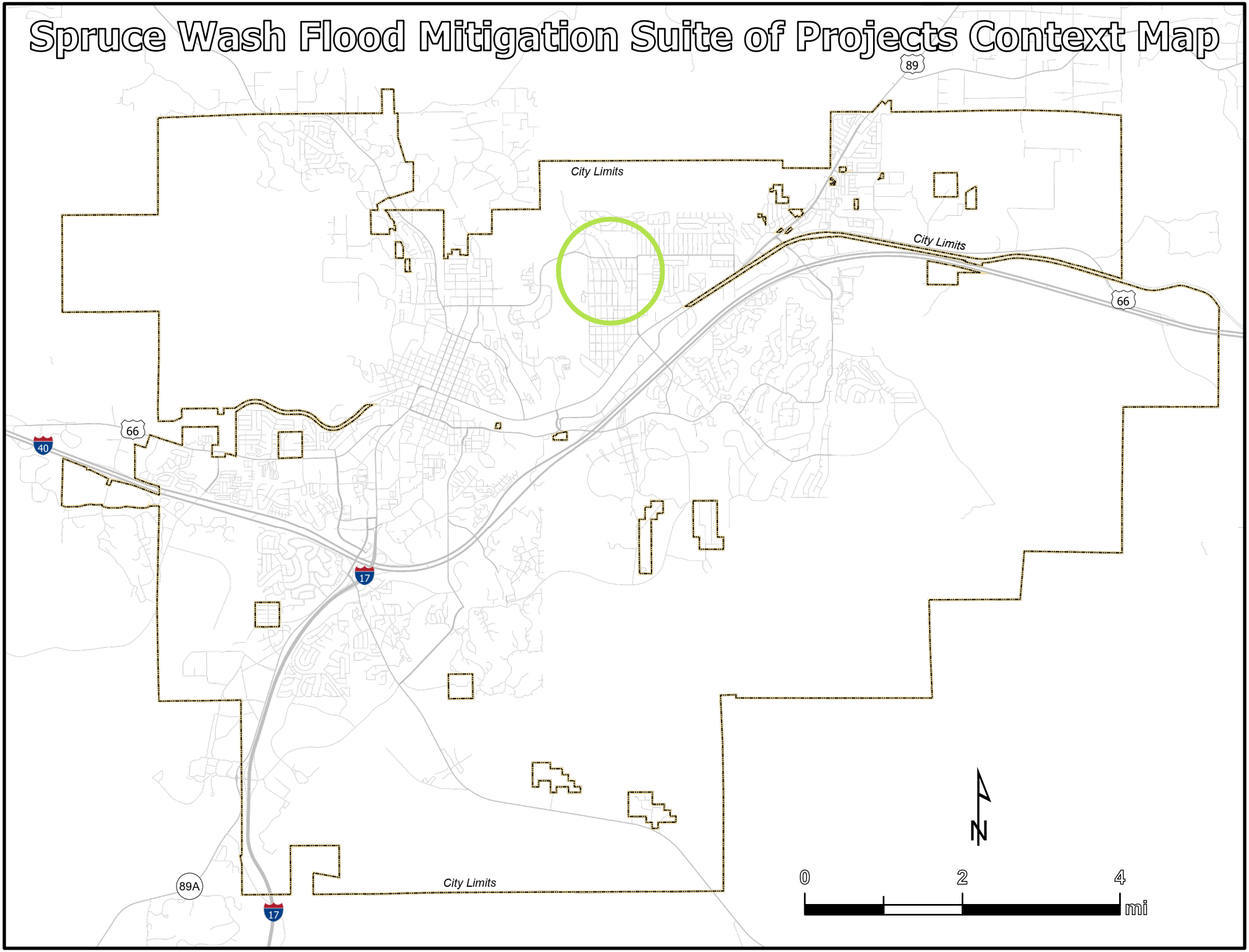
XXXVII. Use of DHS Seal, Logo and Flags

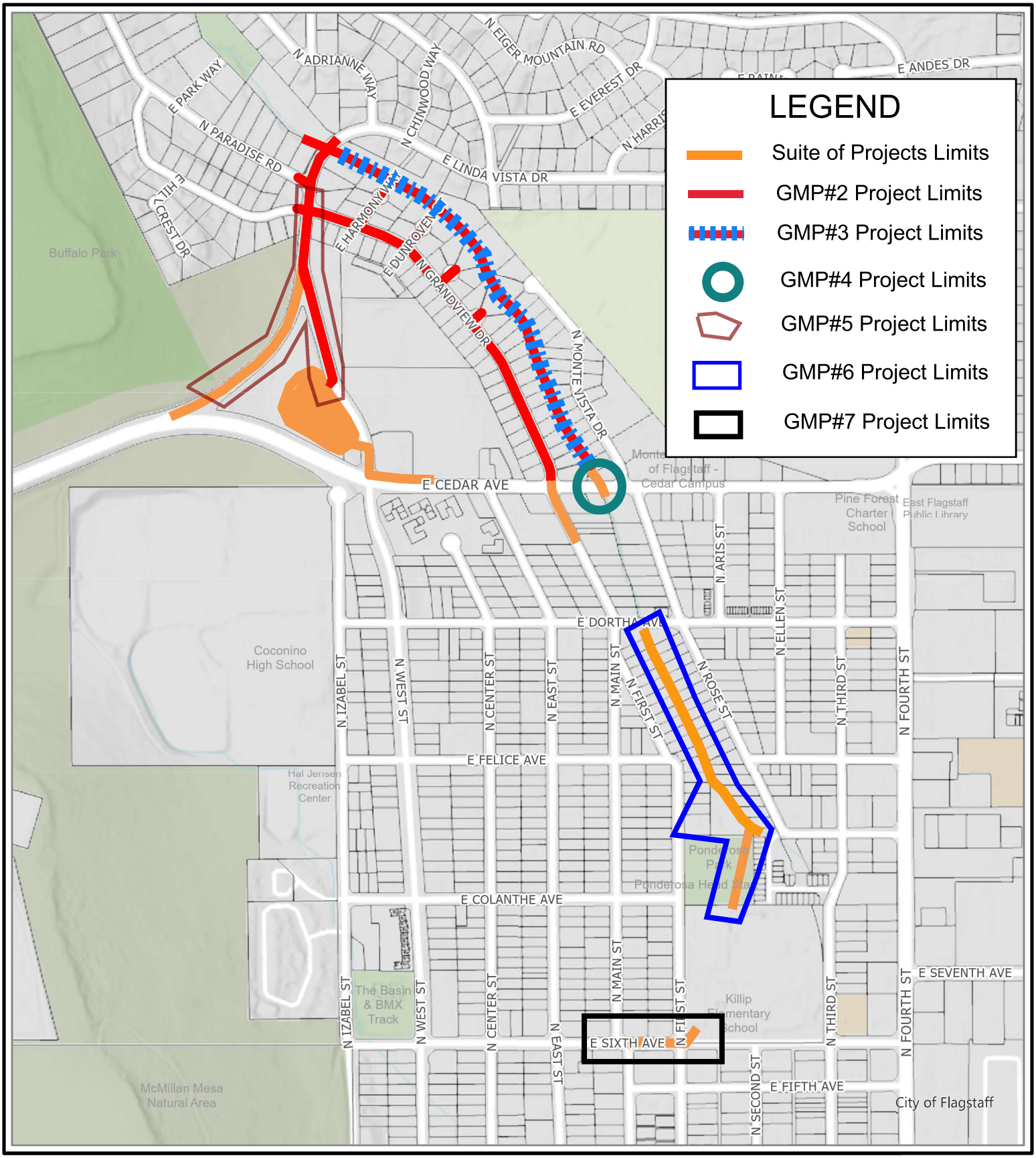
Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

XXXVIII. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

Spruce Wash Flood Mitigation Suite of Projects Context Map





Spruce Wash Suite of Projects GMP #7 Vicinity

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

2/2/2024 2:24 PM

CITY OF FLAGSTAFF
CONTRACT SUPPLEMENTARY JUSTIFICATION
Design-Build OR CMAR Contracts

PROJECT NO. WS3580 **PROJECT NAME:** Spruce Wash – Killip Outlet

FILE NO. 03-23020 **Project Manager:** Trevor Henry

CONTRACTOR/CONSULTANT: Eagle Mountain Construction (EMC)

PROJECT DESCRIPTION:
This project includes construction of a new stormdrain outlet from the Killip Regional Detention Basins to an existing stormdrain in 2nd Street. This work is funded by a FEMA Hazard Mitigation Grant Program and by Proposition 441. This project is part of the Spruce Wash Flood Mitigation Suite of Projects.

JUSTIFICATION FOR USE AND AMOUNT:

Contractor's Contingency Justification and Amount:
Contractors Contingency of $20,000.00 was negotiated and was recognized to be necessary to compensate Eagle Mountain Construction for increases in material costs which could not be determined at the time of contracting.

Owner's Contingency Justification and Amount:
Owner's Contingency of $15,000.00 was recognized to be necessary to compensate EMC should there be unidentified services needed, unsuitable material discovered, scope changes, and/or differing site conditions.
The $15,000.00 Owner's Contingency is roughly 2.0% of the $970,666.00 Guaranteed Maximum Price #7 proposed by EMC to complete the work, which combined equals the Contract Price of $985,666.00. If this Project were utilizing traditional project delivery methods, this amount would be within the allowable limits for a Contract Allowance per the Procurement Code revisions approved by Council on April 16, 2019.

COST/BUDGET/FUNDING SOURCE ANALYSIS:
Contractor's & Owner's Contingency:
Contractor's and Owner's Contingencies are recommended to be in the Total Contract Price and can be funded by Account Number **410-08-385-3580-3** in FY26.

APPROVAL:	**Signature**		**Date:**
Project Manager		**Approval Recommended**	8/6/25
Program Manager	N/A	**Approval Recommended**	N/A
Section Head		**Approval Recommended**	8/6/25
Division Head	Paul Mood 2025.08.06 08:37:01 -07'00'	**Approval Recommended**	8/6/2025

Definitions

Owner's Contingency (Design/Build or Construction Manager at Risk)

"Owner's Contingency" means a fund to cover cost growth during the Project used at the discretion of the City usually for costs that result from City's directed changes or Differing Site Conditions, or as the City may otherwise elect. The amount of the Owner's Contingency will be set solely by the City and will be in addition to the Project costs included in the Design-Builder's GMP packages.

The Owner's Contingency are funds to be used at the sole discretion of the City to cover any increases in Project costs that result from City directed changes, Differing Site Conditions, or as the City may otherwise elect. Owner's Contingency will be added to the GMP amount provided by the Design-Builder/CMAR, the sum of which will be the full Contract Price for construction. Markups for Construction Fee and taxes will be applied by the Design-Builder at the time that Owner's Contingency is used

Contractor's Contingency (Design/Build or Construction Manager at Risk)

"Design-Builder's/CMAR Contingency" means a fund to cover cost growth during the Project used at the discretion of the Design-Builder/CMAR, usually for costs that result from Project circumstances. The amount of the Design-Builder's/CMAR Contingency will be negotiated as a separate line item in each GMP package.

Use and management of the Design-Builder's/CMAR Contingency:

Design-Builder's/CMAR Contingency is an amount the Design-Builder/CMAR may use under the following conditions: (1) at its discretion for increases in the Cost of the Work, or (2) with written approval of the City for increases in General Condition Costs. Design-Builder/CMAR Contingency is assumed to be a direct Project cost so will receive all markups at the time of GMP submission.

When the Design-Builder/CMAR utilizes Design-Builder's/CMAR Contingency funds, the Design-Builder/CMAR shall make the appropriate changes to the Schedule of Values with the next regular progress Payment Request. The Design-Builder/CMAR shall deduct the amount of Design-Builder's/CMAR Contingency funds used from the Design-Builder's/CMAR Contingency line item and add the same amount to the line item on the Schedule of Values where the funds were used. If the Design-Builder's/CMAR Contingency funds are used for a new line item that was not given with the original Schedule of Values, that will be so indicated.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Mark Cesare, Information Technology Manager

Co-Submitter: Linda Tillson

Date: 08/21/2025

Meeting Date: 08/26/2025

TITLE:

Consideration and Approval of Contract: Library Computer Replacement Cycle Purchase for an amount not to exceed $426,085, annually with Dell Marketing, LP, for a period of 3 years, with 2 one-year extensions.

STAFF RECOMMENDED ACTION:

1. The City Council approves the Library Computer Replacement Cycle Purchase for an amount not to exceed $426,085, annually with Dell Marketing, LP, for a period of 3 years, with 2 one-year extensions; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Almost all library services -- directly or indirectly -- depend on computer technology. Therefore, keeping library computer hardware current is critical to supporting the mission of the library. To that end, the library replaces a portion of its computer hardware each year.

The library's replacement cycle for computers is every five years; seven years for servers, major network hardware, and laser printers. In this case, all the requested computers are past the five-year life cycle. This purchase will bring all county libraries up to current industry standards. This amount will allow the library to replace computers in FY26 for the Flagstaff, East Flagstaff, Williams, Forest Lakes, and Grand Canyon libraries.

This amount will allow the library to replace computers in FY27 and beyond, for the Page, Tuba City, Fredonia, and Coconino County Detention Center libraries.

Financial Impact:

Project Name: Library Computer Replacement Cycle Purchase
Cost: $426,085
Account Number Budgeted: 030-07-037-6003-5-4301 and 030-07-037-6003-5-4273 LB6003B.
FY Budgeted Amount: $326,085 in 030-07-037-6003-5-4301 and $100,000 from 030-07-037-6003-5-4273 LB6003B.
Grant Funded: No
Funding Source: Budgeted funds for the County Library District. This purchase does not impact the City funded budget.

Policy Impact:

None.

Previous Council Decision or Community Discussion:

None.

Options and Alternatives to Recommended Action:

1. Approve the Library Computer Replacement Cycle Purchase; or
2. Do not approve the Library Computer Replacement Cycle Purchase; direct City staff on how to replace Library computer hardware.

Background and History:
NASPO ValuePoint conducted a competitive and open procurement process that resulted in Contract No. CTR068890 between the State of Arizona and Dell Marketing, LP The City of Flagstaff Procurement department has verified that the State of Arizona cooperative purchase contract is valid and expires on June 30, 2026.

Connection to PBB Priorities and Objectives:
High Performing Governance

- Serve the public by providing high quality customer service

Inclusive & Engaged Community

- Ensure city facilities, services, and programs are accessible for all residents and representative of Flagstaff's diverse community

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

Goal ED.2. Support and encourage an excellent educational system that promotes critical thinking and job training programs at all levels.

- Policy ED.2.3. Encourage efforts to provide a full range of high-quality educational opportunities for life-long learning for all residents.
- Policy ED.2.4. Promote science, technology, engineering, mathematics, liberal arts, and entrepreneurship education at all levels.

Connection to Carbon Neutrality Plan:
N/A

Connection to 10-Year Housing Plan:
N/A

Connection to Division Specific Plan:
Library Strategic Plan Goal 1: Ensure access to accurate information and quality resources by removing barriers and meeting the needs of the community.
Library Strategic Plan Goal 2: Provide a supportive and sustainable work environment that empowers employees to learn, grow, and collaborate.

Attachments: Agency Contract
Contract Pricing
Contract Extension
Dell Desktop Quote
Dell Laptop Quote
Dell Coop Memo

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

CONTRACTOR IS STRONGLY ENCOURAGED TO READ THE ENTIRE CONTRACT.

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

Scope of Work and Participation

1. Purpose and Background

1.1. Master Agreement Name and Number: NASPO ValuePoint Master Agreement No. 23026 for Computer Equipment, Peripherals & Related Services (Band 1, Personal Computer Devices – Windows Operating Systems; Band 2, Personal Computer Devices - Non-Windows Operating Systems; Band 3, Servers and Storage)

1.2. Contractor: Dell Marketing L.P. (“Contractor”)

1.3. Participating Entity: State of Arizona

1.4. Purpose: The objectives of this Participating Addendum is to:

- Obtain greater volume-based price discounts for quantity one purchases by leveraging the purchasing power of multiple states and their political subdivisions
- Reduce contracting costs for each Participating Entity through a cooperative competitive procurement process
- Obtain better contract terms through centralized negotiation on behalf of multiple states and their political subdivisions
- Obtain competitive pricing for specific standard configurations through a Premium Saving Package (“PSP”) program. Participation in PSP is not required, but is encouraged.

1.5. Scope: This Participating Addendum covers the Computer Equipment, Peripherals & Related Services as defined in the SOW, and that is led by the State of Minnesota “Lead State”, Master Agreement number 23026 (“MA”) for use by state agencies and other entities located in the State of Arizona authorized by that State’s statutes to utilize State contracts with the prior approval of the State’s Chief Procurement Official.

1.6. Legal Authority: In accordance with Arizona Revised Statutes (A.R.S.) § 41-2632, and Arizona Administrative Code (A.A.C.) R2-7-1003, Purchasing from a Cooperative Contract, the State of Arizona establishes this contract with Contractor to provide the Materials or Services described herein.

1.7. Participation: This Participating Addendum covers participation of the Participating Entity in the above-referenced Master Agreement between the State of Arizona and Contractor for Computer Equipment, Peripherals & Related Services. This Participating Addendum may be used by all State Agencies (“Eligible Agencies”) as well as members of the State of Arizona Purchasing Cooperative (“Co-Op Buyers”).

1.8. Term: This Participating Addendum shall become effective as of the date of the last signature below and shall terminate on the June 30, 2025 expiration date of the Master

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

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

2. Primary Contacts

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

2.1.1. Contractor Primary Contact:

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

2.1.2. Participating Entity Primary Contact:

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

3. Participating Addendum Modifications to the Master Agreement

3.1. Participating Addendum Changes to Master Agreement:

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

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

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

3.2. Definitions

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

3.3. Order of Precedence

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

3.3.1.1. Attachment A, Parts 1 and 2 – Special Terms and Conditions and Uniform Terms and Conditions, collectively;

3.3.1.2. Attachment B – Boycott of Israel Disclosure; and

3.3.1.3. Attachment C – Forced Labor of Ethnic Uyghurs Ban

3.3.1.4. Attachment D – List of Subcontractors

3.3.2. Master Contract and Participating Addendum Order of Precedence:

3.3.2.1. State of Arizona Participating Addendum;

3.3.2.2. Master Agreement;

3.3.2.3. Master Agreement Solicitation including all Addenda; and

3.3.2.4. Contract Vendors response to the Master Agreement Solicitation.

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

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

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

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

Dell Marketing LP	Katherine Castillo
Contractor company name	Signature of person authorized to sign Contract
One Dell Bldg RR2W2 stop 2-2 V, Round Rock, TX 78682	Katherine Castillo- Paralegal Advisor
Address	Printed name and title
Austin, TX, 78682	Ashley Salinas- Contract Management
City, State, ZIP	Contact name and title
	a.salinas@dell.com +17743504802
	Contact email address Contact phone number

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

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

CONTRACT EXECUTION BY PROCUREMENT AUTHORITY

The Contractor is now bound to sell the Materials or Services listed in the attached Contract, including all terms, conditions, and specifications as stated herein. The Contract shall henceforth be referred to as Contract No. CTR068890 with an effective date of 2/8/20204. The Contractor is cautioned not to commence any billable work or to provide any Material or Service under this Contract until Contractor receives an Order or written notice to proceed from the State.

State of Arizona Contract Executed this 8th **day of** February **20**24

Authorized Procurement Officer signature

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

Exhibit A – (RESERVED)

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

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

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

Attachment A, Part 1: Special Terms and Conditions

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

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

1.1 Arizona Procurement Code: The Arizona Procurement Code consists of Arizona Revised Statutes (A.R.S.) §§ 41-2501 *et seq*. and Arizona Administrative Code (A.A.C.) R2-7-101 *et seq.*

1.2 Arizona Transaction Privilege Tax (TPT): For information, refer to the Arizona Department of Revenue (DOR) website at: https://azdor.gov/transaction-privilege-tax-tpt

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

1.4 Contract Terms and Conditions: The Special Terms and Conditions and the Uniform Terms and Conditions taken collectively.

1.5 Contractor: The entity identified on the State of Arizona Participating Addendum signature block who has entered into the Contract with the State.

1.6 Contractor Indemnitor: Contractor or any of its owners, officers, directors, agents, employees, or Subcontractors.

1.7 Co-Op Buyer: A member of the State Purchasing Cooperative that has entered into a "Cooperative Purchasing Agreement" with the Arizona Department of Administration State Procurement Office under A.R.S. § 41-2632. Unless there is an applicable Cooperative Purchasing Agreement in effect at the time, a State Purchasing Cooperative member cannot be a Co-Op Buyer. For reference, "Co-Op Buyer" is to be construed as encompassing an "eligible procurement unit" under A.A.C. R2-7-101(23).

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

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

1.8 Eligible Agency:

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

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

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

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

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

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

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

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

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

1.13 State Indemnitees: Collectively, the State of Arizona, its departments, agencies, universities, commissions, and boards and, and their respective officers, agents, and employees.

1.14 Participating Addendum: Participating Addendum refers to this agreement, including any Exhibits, Supplements, and Attachments to this agreement, between the State and Contractor to modify the Master Agreement as described herein.

1.15 Work: The totality of the Materials and the Services and all the acts of administration, creation, production, and performance necessary to fulfill and incidental to fulfilling all of Contractor's obligations and duties under the Contract in conformance with the Contract and applicable laws.

2.0 Contract Interpretations

2.1 Usage. Where the Contract:

2.1.1 assigns obligations to Contractor, any reference to “Contractor” is to be construed to be a reference to the Contractor and all Subcontractors, whether they are first-tier Subcontractors, sub-subcontractors, suppliers, sub-suppliers, consultants, or sub-consultants, as well as all of Contractor’s and the Subcontractor’s respective agents, representatives, and employees in every instance unless the context plainly requires that it is a reference only to Contractor as apart from Subcontractors.

2.1.2 uses the permissive “may” with respect to a party’s actions, determinations, etc., the terms is to be interpreted as in A.A.C. R2-7-101(32) [*Definitions*]. For clarity of intent, any right given to State using “State may” or a like construction denotes discretion and freedom to act so far as any regulatory or operative constraints permit in the relevant circumstances, provided that: (a) where written “may, at its discretion,” the discretion extends to whatever is most advantageous to State; and (b) where written only as “may,” the discretion is constrained by what is fair, reasonable, and as accommodating of the respective best interests of both parties as practicable under the circumstances;

2.1.3 uses the imperative “shall” with respect to a party’s actions, duties, etc., the term is to be interpreted as in A.A.C. R2-7-101(44) [*Definitions*]. Conversely, the phrase “shall not” is to be interpreted as an imperative prohibition.

2.1.4 uses the term “must” with respect to a requirement, criterion, etc., the term is to be interpreted as conveying compulsion or strict necessity;

2.1.5 uses the term “might” with respect to an event, outcome, action, etc., the term is to be interpreted as conveying contingency or non-discretionary conditionality; and

2.1.6 uses the term “will” or the phrases “is to be” or “are to be” with respect to an event, outcome, action, etc., the term or phrase is to be interpreted as conveying such certainty or imperativeness that “shall” is either unnecessary or irrelevant in that instance.

2.2 Contract Order of Precedence

2.2.1 Complementary Documents. All of the documents forming the Contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the Work as though the relevant Work, requirements, obligations, or duties had been fully described in all, consistent with the other documents forming the Contract and as is reasonably inferable from them as being necessary to produce complete results.

2.2.2 Conflicts. In case of any inconsistency, conflict, or ambiguity among the documents forming the Contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document, but not in another, is not to be considered a conflict or inconsistency.

2.2.2.1 State of Arizona Participating Addendum, including all Attachments and Exhibits, in the following order:

2.2.2.1.1 Special Terms and Conditions, as modified by Supplements to the Special Terms and Conditions;

2.2.2.1.2 Exhibits to the Special Terms and Conditions;

2.2.2.1.3 Uniform Terms and Conditions;

2.2.2.1.4 Participating Addendum Scope of Work;

2.2.2.1.5 Exhibits to the Participating Addendum Scope of Work;

2.2.2.1.6 Participating Addendum Specifications; and

2.2.2.1.7 Any other documents referenced or included in the Participating Addendum.

2.2.2.2 Master Agreement, including all Addenda, in the order of precedence stated therein; and

2.2.2.3 Orders, in reverse chronological order.

3.0 Contract Administration and Operation

3.1 Term of Contract. The term of the Contract will commence on the date indicated in the State of Arizona Participating Addendum signature block and continue through June 30, 2025 unless canceled, terminated, or permissibly extended.

3.2 Contract Extensions. State may, at its discretion, request for a mutual agreement to extend the initial Contract term in increments of one (1) or more months and do so one or more times, provided that the maximum aggregate term of the Contract including extensions cannot exceed the maximum aggregate term of five (5) years.

3.3 Notices and Correspondence

3.3.1 To Contractor. State shall address all Contract correspondence other than formal notices to the email address indicated as “Default for Type” for “General Mailing Address” in Contractor’s corresponding State’s eProcurement System Vendor Profile; and address any required notices to Contractor to the “Contact Name and Title” at the “Mailing Address” indicated on the Accepted Offer, as that address might have been amended during the term of the Contract.

3.3.2 To State. Contractor shall address all Contract correspondence other than formal notices to the email address indicated in “Contact Instructions” in the State’s eProcurement System Summary for State; and address any required notices to State via email to the Procurement Officer identified as “Purchaser” in the State’s eProcurement System and via mail to the following mailing address:

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

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

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

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

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

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

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

3.6 Books and Records

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

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

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

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

3.7 Subcontract

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

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

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

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

3.8 Orders

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

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

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

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

3.8.4 No Minimums or Commitments. (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on Orders; (b) State makes no commitment of any kind concerning the quantity or monetary value of activity actually initiated or completed during the term of the Contract; (c) Contractor shall only deliver or perform as authorized by Orders; and (d) State is not limited as to the number of Orders it may issue for the Contract. For clarity of intent, the foregoing applies equally whether an Eligible Agency issues the Order or, if applicable, a Co-Op Buyer issues it.

3.8.5 Non-contracted Materials or Services. Any attempt to knowingly represent for sales, marketing, or related purposes that Materials or Services not specifically awarded are under a State contract is a violation of the Contract and law.

3.9 Order Cancellations. State may cancel Orders after issuance but prior to Contractor's formal acknowledgement of the Order. The same method used for ordering will be used for cancellation.

3.9.1.1

3.9.2 State is not liable for any Materials that were produced, shipped, or delivered, or Services that were performed before Contractor had acknowledged the corresponding Order.

3.9.3 State shall be able to cancel Orders freely and without any further obligation at any time prior to Contractor’s formal acknowledgement of the Order.

3.10 The Contract is a mandatory statewide contract (per A.A.C. R2-7-607) for multiple purchases, projects, or assignments, and a cooperative contract (per A.R.S. § 41-2632 and A.A.C. R2-7-1002(B)) that can be purchased against by some or all Eligible Agencies and any Co-Op Buyers that elect to participate. Even if only one Eligible Agency needs or elects to purchase against the Contract, it is to be construed as being a cooperative contract hereunder.

3.10.1 Contractor shall verify if an ordering entity is a current Co-Op Buyer before selling Materials to or providing Services for them under the Contract. The current list of Co-Op Buyers is available on the State Procurement Office website:

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

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

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

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

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

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

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

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

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

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

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

3.11.1 By choosing some or all of the Materials or Services items covered by the Contract for which a price is established in the Contract, then preparing an Order using those prices (e.g. filling out an order form), and sending it to the Contractor;

3.11.2 By instructing Contractor to provide a comprehensive proposal of item quantities, combinations, etc., or services hours, personnel, etc., for a defined scope using those established prices as a basis, then validating and negotiating the proposal with Contractor and issuing an Order if and when reaching agreement;

3.11.3 As described in 3.11.2 above but requesting the proposal from both Contractor and other vendors who are contracted within the applicable scope categories and locations, either sequentially or concurrently, then selecting the proposal or proposals combination that is most advantageous to State; or

3.11.4 As described in 3.11.3 above but introducing ad-hoc commercial competition by making the selection and ordering conditional on obtaining more favorable prices than the contractually-established ones.

3.12 Work on State Premises

3.12.1 Compliance With Rules. Contractor is responsible for ensuring that its personnel comply with State's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing Materials or performing Services on State's grounds or in its facilities For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the Contract. Contractor is reminded that violation of the prohibition under A.R.S. § 13-1502 against possession of weapons on State's property by anyone for whom Contractor is responsible is a material breach of contract and grounds for termination for default.

3.12.2 Protection Of Grounds And Facilities. Contractor shall deliver or install the Materials and perform the Services without damaging any State grounds or facilities. Subject to the Limitations of Liability, Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions State needs to make to prevent inconvenience or disruption of

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

3.13 Transitions

3.13.1 During commencement, Contractor shall attend transition meetings with any outgoing suppliers to coordinate and ease the transition so that the impact on State's operations is kept to a minimum. State may elect to have outgoing suppliers complete some or all of their Work or Orders in progress, even if that Work could be covered under the incoming supplier's Contract. Conversely, the State may have a continued need for the same Materials and Services upon expiration or earlier termination of the Contract. Accordingly, Contractor shall work closely with any incoming supplier and State to ensure as smooth and complete a transition transfer as is practicable.

3.13.2 Eligible Agency or Co-Op Buyer's representative will coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both Contractor and the incoming supplier. As with the incoming transition, State may permit Contractor, when Contractor is outgoing, to complete work or orders in progress to ease the transition as is safest and most efficient in each instance.

3.13.3 RESERVED [for additional transition needs including, but not limited to, the transfer of any required data]

4.0 Costs and Payments

4.1 Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's offer as agreed to in the Master Agreement and modified by this Participating Addendum.

4.1.1 Details of service not explicitly stated in the Scope of Work or in Contractor's Offer, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the Contract are included in the pricing provided.

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

4.1.3

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

4.3 Funding

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

4.4 Invoicing

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

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

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

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

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

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

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

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

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

4.5 Payments

4.5.1 Payment Deadline. State shall make payments in compliance with Arizona Revised Statutes Titles 35 and 41. Unless and then only to the extent expressly stated otherwise in the Pricing Section of the Special Terms and Conditions above, State shall make payment in full for Materials that have been delivered and accepted and Services that have been performed and accepted within the time specified in A.R.S. § 35-342, after both of the following occur: (a) all of the Materials being invoiced have been delivered or installed (as applicable) and accepted and all of the Services being invoiced have been performed and accepted; and (b) Contractor has provided a complete and accurate invoice in the form and manner called for in the Contract, provided that, State will not make or be liable for any payments to Contractor until Contractor has registered properly in the State's eProcurement System and provided a current IRS Form W-9 to State unless excused by law from providing one.

4.5.2 Payments Only To Contractor. Unless an assignment and assumption agreement has been reached between the Contractor and State pursuant to Section 5.1 of the Special Terms and Conditions [Assignment and Delegation] or the State has been otherwise compelled by operation of law or order of a court of competent jurisdiction, State will only make payment to Contractor under the federal tax identifier the Contract was awarded to within the eProcurement System.

4.5.3 Payment. The applicable Eligible Agency or Co-Op Buyer shall pay undisputed amounts due to Contractor within the time period specified in Section 4 Costs and Payments of the Uniform Terms and Conditions.

4.5.4 Joint Checks or Direct Pay. Applicable Eligible Agency or Co-Op Buyer may, but is under no obligation to, pay by joint check or to pay directly to any Subcontractor or other creditor to whom any portion of Contractor's requested payment is owed.

4.5.5 Recovery of Overpayment. If applicable, Eligible Agency or Co-Op Buyer determines that an overpayment has been made to Contractor on any prior invoice, it shall inform Contractor of the amount and date of the overpayment and, may deduct the overpaid amount from amounts then or thereafter due to Contractor.

4.5.6 Purchasing Card. Applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders using a purchasing card. Any and all fees related to payment using a purchasing card (also called a p-card) are the responsibility of the Contractor.

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

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

4.6 Applicable Taxes

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

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

5.0 Contract Changes

5.1 Assignment and Delegation

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

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

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

6.0 Risk and Liability

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

6.2 General Contractor Indemnification and Insurance Requirements

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

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

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

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

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

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

6.3.1 State shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;

6.3.2 Contractor, with reasonable consultation from State, shall have sole control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise, provided that resolution does not require monetary payment or admission of fault/liability by State without its prior consent .

6.3.3 State may elect to participate in such action at its own expense; and

6.3.4 State may approve or disapprove any settlement or compromise, provided that, (i) State shall not unreasonably withhold or delay such approval or disapproval and (ii) State shall cooperate in the defense and in any related settlement negotiations.

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

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

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

8.0 State's Contractual Remedies [RESERVED]

9.0 Contract Termination [RESERVED]

10.0 Contract Claims [RESERVED]

11.0 Arbitration [RESERVED]

12.0 General Provisions for Materials

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

12.2 Off-Contract Materials. Contractor shall ensure that the design and/or procedures for the Materials ordering method prevents Orders for items not included in the scope of the Contract (and for which no price or compensation has been established contractually) or specifically excluded items. Notwithstanding that State might have its own internal administrative rules regarding off-contract or excluded item ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders. State may, at its discretion, return any such items under subparagraph 12.17 or cancel any such Order under subparagraph 12.18, in either case being without obligation and at Contractor's expense.

12.3 Compensation for Late Deliveries. Contractor shall have clear, published policies in place regarding late delivery, order cancellation, discounts, or rebates given to compensate for late deliveries, etc., and make them readily available to those Eligible Agencies, and Co-Op Buyers if applicable, that are likely to need them. If late deliveries have been specifically addressed in the Contract, the Contract shall take precedence over any such Contractor policies.

12.4 Indicate Shipping Costs on Order. Contractor shall identify and provide the required substantiating documentation for the amount it intends to add for shipping in the Order acknowledgment if shipping is additional to the contracted price or rate for an item; otherwise, Contractor shall indicate that shipping is included in the Order price (in other words, every Order must indicate clearly whether or not shipping is included in the Order price, and if not included, how much is to be added and why that amount is the correct or appropriate one).

12.5 Current Products. Contractor shall keep all products being offered under the Contract: (a) in current and ongoing production; (b) in its advertised product lines; (c) as models or types that are actively functioning in other paying customer environments; and (d) in conformance to the requirements of the Contract.Maintain Comprehensive Selection. Contractor shall provide at all times the comprehensive selection of products for which a price is established in the Contract for ordering by Eligible Agencies, and Co-Op Buyers, if applicable.

12.6 Forced Substitutes. The Contractor shall not provide forced substitutions under the Contract; Contractor shall obtain State's prior written consent before making any discretionary substitution for any product covered by the Contract.

12.7 Recalls. In the event of a recall notice, technical service bulletin, or other important notification affecting a product offered under the Contract (collectively, "recalls"

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

12.8 Delivery Time. Unless stated otherwise in the Purchase Order, Contractor shall make delivery within 3-5 days after receiving each Order.Expedited shipping is not included in standard pricing.

12.9 Delivery Locations. Contractor shall offer deliveries to every location served under the scope of the Contract, specifically

12.9.1 if the Contract is for a single State agency in a single area, then Contractor shall deliver to any agency location in that area;

12.9.2 if the Contract is for a single State agency in all its locations, then Contractor shall deliver to any of that agency's location in Arizona;

12.9.3 if the Contract is for cooperative use, but excludes certain areas, then Contractor shall deliver to any Eligible Agency or Co-Op Buyer location that is not in the excluded areas; and

12.9.4 if the Contract is for unrestricted mandatory statewide and cooperative use, then:

12.9.4.1 Contractor shall deliver to any Eligible Agency or Co-Op Buyer anywhere in Arizona;

12.9.4.2 if a prospective Co-Op Buyer outside Arizona wishes to order against the Contract, Contractor agrees to negotiate in good faith any fair and reasonable price or lead time adjustments necessary to serve that location if practicable to do so within the scope of its normal business; and,

12.9.4.3 if the Purchase Order indicates defined delivery areas and prices, those always apply unless the Order expressly states otherwise and Contractor accepts it.

12.10 Conditions at Delivery Location. If Contractor is delivering products or services, then Contractor shall verify receiving hours and conditions (e.g. height/weight restrictions,

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

12.11 Materials Acceptance**.** State has the right to accept Materials subject to a complete inspection on delivery and installation, if installation is Contractor's responsibility. State may require acceptance criteria, including, but not limited to, conformity to the Contract, workmanship, and quality under the Contract or for a specific Order. Contractor shall remove any rejected Materials from the delivery location, or from any area to which it might have been reasonably necessary to move it, and subsequently deliver an equal quantity of conforming items within a timeframe mutually agreed upon with the Eligible Agency or Co-Op Buyer. State shall not owe Contractor any payment for rejected Materials, and State may, at its discretion, withhold or make partial payment for any rejected Materials that have been returned to Contractor in those instances where State has agreed to permit repair instead of demanding replacement. Materials will be deemed accepted after 31st day after delivery of Product or completion of Services

12.12 Correcting Defects. Contractor shall, at no additional cost and without entitlement to extension of any delivery deadline or specified time for performance, remove or exchange and replace any defective or non-conforming delivered or installed Materials.

12.13 Contractor shall be solely responsible for the cost of any associated cutting and patching, temporary protection measures, packing and crating, hoisting and loading, transportation, unpacking, inspection, repacking, reshipping, and reinstallation if installation is within the scope of the Contract.

12.14 If Contractor fails to do so in a timely manner, State will be entitled to exercise its remedies under the Contract, including but not limited to, paragraph 8.5 [*Right of Offset*] of the Uniform Terms and Conditions.

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

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

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

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

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

12.16.1.3 Software delivered electronically for which you have not accepted the license agreement or other applicable terms.

12.16.2 Products that are not eligible for return at any time include:

12.16.2.1 APEX, servers, data storage, data protection, converged infrastructure, hyperconverged infrastructure, and networking products

12.16.2.2 Dell Wyse™ and Wyse-branded products

12.16.2.3 Non-Dell-branded hardware and software products

12.16.2.4 Customized products

12.16.2.5 Volume licenses:

12.16.2.6 Unless you have specifically agreed otherwise in your written agreement with Contractor, there is no right of return for software purchased under any type of volume license arrangement.

12.16.3 Contractor reserves the right to deny any returns in circumstances involving repeated returns, violation of the Dell Terms of Sale, or other impermissible activity.

12.16.4 Re-stocking Fees: For returns initiated within the time period specified in this policy (meaning not initiated outside the 30 day return window), Contractor will provide return shipping labels at no cost to you and not charge a re-stocking fee if:

12.16.4.1 the product you are returning is defective..

12.16.4.2 you have to return a product because Dell made an error.

12.16.4.3 you are a consumer who purchased for personal use.

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

12.16.5 After you get a credit return authorization (CRA) number from Dell:

12.16.5.1 All products should be in as-new condition. In particular, review “A note about operating systems” at the end of this policy.

12.16.5.2 Back up any data you might have stored on your product and then delete it.

12.16.5.3 Remove all confidential, proprietary, and personal information.

12.16.5.4 Also remove any media such as flash drives, CDs, or PC cards and any cables or port devices that did not come with the product you are returning.

12.16.5.5 Ship all products that you are returning to Contractor, and for which you received a CRA number, within 30 days of the date that Contractor authorizes your return.

12.16.5.6 Return all products, along with all media, documentation, and other items that Contractor included in your original shipment, in their original packaging.

12.16.5.7 If you are returning a TV, you must return it in the original packaging. This includes the box and protective cushioning. If you do not have the original packaging, you must provide your own packaging that is equal to or better than the structural and cushion protection of the original packaging.

12.16.5.8 If you are a commercial customer, you must ship the products at your expense. If you do not insure the shipment, you accept the risk of loss or damage during shipment.

12.16.5.9 Remember that for partial returns, your refund or credit may be less than the invoice or individual component price due to bundled or promotional pricing or any unadvertised discounts or concessions.

12.16.5.10 Also remember that Contractor is not responsible for any confidential, proprietary, or personal information you leave on a returned product. We also are not responsible for lost or corrupted data, or for any damaged or lost removable media or devices you might include with your return.

12.16.6 Notes

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

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

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

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

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

13.0 General Provisions for Services

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

13.2 Comprehensive Services. Contractor shall provide the comprehensive range of Services for which a price is established in the Contract for ordering by Eligible Agencies and Co-Op Buyers.

13.3 Additional Services. State at its discretion may modify the scope of the Contract by Contract Amendment to include additional Services or service categories that are within the general scope of the ones originally covered by the Contract. Once the Contract Amendment is fully executed, Contractor shall then update all applicable pricing and make them available to all affected entities at no additional cost. Either party may make the request to add Services to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional Services, but State may elect not to add some or all of the Services in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request shall include documentation demonstrating that the proposed price for the additional Services is both fair and reasonable and comparable to the original prices.

13.4 Off-Contract Services. Contractor shall ensure that the ordering process for the Services prevents Orders for Services not included in the scope of the Contract (and for which no price or compensation has been established in the Contract) or Services explicitly excluded from the Contract. Notwithstanding that State might have its own internal administrative rules regarding off-contract or excluded ordering of Services, and endeavors to prevent such Orders from occurring, Contractor is responsible for not accepting any such Orders. State may, at its discretion, cancel any such Order without obligation.

13.5 Removal of Personnel. Notwithstanding that Contractor is in every circumstance responsible for hiring, assigning, directing, managing, training, disciplining, and rewarding its personnel, State may at its discretion, and without the obligation to demonstrate cause, instruct Contractor to remove any of its personnel from State's facilities or from further assignment under the Contract. In such cases, Contractor shall promptly replace removed personnel with other personnel that have equivalent qualifications, experience, and capabilities.

13.6 Accuracy of Work. Contractor is responsible for the accuracy of the Services, and shall promptly make all necessary revisions or corrections resulting from errors and omissions on its part without additional compensation. Acceptance by State shall not relieve

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

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

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

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

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

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

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

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

14.0 Data and Information Handling

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

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

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

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

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

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

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

14.3.2 "protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) *Directive CIO P* 2180*.1 GSA Rules of Behavior for Handling Personally Identifiable Information*.

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

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

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

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

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

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

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

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

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

15.3 Information Access

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

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

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

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

15.4 Pass-Through Indemnity

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

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

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

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

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

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

15.6 Redress of Infringement

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

15.6.1.1 replace any infringing items with non-infringing ones;

15.6.1.2 obtain for State the right to continue using the infringing items; or

15.6.1.3 modify the infringing items so that they become non-infringing, so long as they continue to function as specified following the modification.

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

15.6.2.1 modification or use of Materials other than as contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor;

15.6.2.2 operation of Materials with any operating software other than that supplied by Contractor;

15.6.2.3 Contractor's compliance with Indemnified Party's written specifications or directions, including the incorporation of any software or other materials or processes provided by or requested by Indemnified Party or

15.6.2.4 combination or use with other third party products.

15.7 First Party Liability Limitation

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

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

15.7.2.1 Indemnified Claim against which Contractor has indemnified State Indemnitees under paragraph 6.2;

15.7.2.2 claim against which Contractor has indemnified State Indemnitees under paragraph 6.3; or

15.7.2.3 provision of the Contract calling for liquidated damages or specifying amounts or percentages as being at-risk or subject to deduction for performance deficiencies.

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

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

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

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

15.8.1.1 modified or altered by anyone not authorized by Contractor to do so;

15.8.1.2 maintained in a way inconsistent to any applicable manufacturer recommendations; or

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

15.8.2.1 to the extent possible, it will test the software before delivery using commercially available virus detection software conforming to current industry standards;

15.8.2.2 the Contractor warrants that it will not knowingly deliver COTS software that contains viruses, backdoors, worms, spyware.it will provide a new or clean install of any COTS software that contains harmful code.

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

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

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

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

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

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

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

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

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

	Supplement B to the Special Terms and Conditions	Arizona Department of Administration State Procurement Office
	Contract No.: CTR068890	
	Description: Computer Equipment, Peripherals & Related Services	

Supplement A - Contractor Insurance Requirements

Insurance Requirements

1.1 Indemnification Clause

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

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

1.2 Insurance Requirements

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

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

1.3 Minimum Scope and Limits of Insurance

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

1.3.1 Commercial General Liability (CGL) – Occurrence Form

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

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

a. The policy shall include, as required by this written agreement, the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to insurable liability assumed by the Contractor under this Agreement.

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

1.3.2 Business Automobile Liability

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

used in the performance of this Contract.

- Combined Single Limit (CSL) $1,000,000

a. Policy shall include, as required by this written agreement, the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

1.3.3 Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
  - Each Accident $1,000,000
  - Disease – Each Employee $1,000,000
  - Disease – Policy Limit $1,000,000

a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to each Contractor that is exempt under A.R.S. § 23-901, and when such Contractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

1.4 Additional Insurance Requirements

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

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

1.4.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

1.5 Notice of Cancellation

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

1.6 Acceptability of Insurers

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

1.7 Verification of Coverage

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

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

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

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

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

1.8 Subcontractors

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

1.9 Approval and Modifications

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

1.10 Exceptions

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

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

1. Security Standards

	Supplement B to the Special Terms and Conditions	Arizona Department of Administration State Procurement Office
	Contract No.: CTR068890	
	Description: Computer Equipment, Peripherals & Related Services	

1.1. Security of the State's systems and data are of **utmost** importance to the State. In order to assure security from a personnel and operations perspective, Contractor shall reasonably comply with all requirements, in their entirety, as described in the statewide enterprise architecture; statewide Information Technology security policies, standards, and procedures; and any applicable agency-specific Information Technology security policies, standards, and procedures.

1.2. Contractor shall reasonably follow the correct, current version of these policies, standards, and procedures. The current website for some of these policies, standards, and procedures is: Information Technology Policies, Standards and Procedures. Note that all links in this Supplement are provided for convenience only.

1.3. For security reasons, some state facilities require non-state personnel to have escorts. If required by the state facility, Contractor personnel shall only be allowed inside of a State facility if accompanied by an escort designated by the State. This is applicable in Correctional facilities, Public Safety facilities, State Lottery, and other facilities as designated by the State.

2. Security Framework

2.1. The State of Arizona information security policies and standards follow the National Institute of Standards and Technology (NIST) Cyber Security Framework (CSF) and NIST SP 800-53 Rev. 5 Security and Privacy Guidelines may currently be located at: https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r5.pdf.

2.2. The State has established a process to assess risk associated with storing, processing and/or transmitting State of Arizona data with external, non-State of Arizona, entities. The Arizona Risk and Authorization Management Program (AZRamp) was developed to ensure State and contractors meet these requirements. If required, all Contractors must successfully complete the AZRamp risk assessment based upon the data classification involved as determined by the data owner and Arizona Strategic Enterprise Technology (ASET) Department. Failure to successfully complete AZRamp assessment will be deemed as breach of contract.

2.3. In the State's sole discretion, the State may also accept current FedRamp and StateRamp certifications as evidence that the Contractor has met the State's risk assessment requirements.

2.4. Other forms of CyberSecurity Frameworks (CSF), Trust Documents, Self Attestations, including, but not limited to, ISO/IEC, SOC 2 & 3, PCI, or HIPAA reports of compliance, may be reviewed as part of the State's risk assessment, but are not exclusive or conclusive evidence that the Contractor has met the State's risk assessment requirements.

3. Additional Security Requirements

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

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

3.2.1. Contractor shall submit a completed Arizona Baseline Infrastructure Security Controls assessment spreadsheet with its Offer. The Arizona Baseline Infrastructure Security Controls assessment spreadsheet as found at: https://azdohs.gov/file/4357, and reasonably mitigate gaps or install compensating controls for any issues of concern identified by State that directly effect the Services provided.

3.2.2. Contractor shall provide Information Security documentation for the AZRamp assessment to include System Security Plan (SSP), Written Information Security Programs (WISP), or supporting written IT policies for review of the assessment.

3.2.3. Note regarding the confidential treatment of Contractor information:

3.2.3.1. The State of Arizona seeks a partnership with our supporting vendors, therefore, Non-Disclosure Agreements (NDA) for release to review submitted SSP's, WISP 's, or written IT policies will not be considered.

3.2.3.2. Submitted SSP's, WISP's, or written IT policies are deleted and not retained after AZRamp Authorization is granted.

3.2.3.3. Procedures for submission of documents considered confidential or proprietary are identified within this RFP.

3.2.3.4. Special secure transfer of documents related to this AZRamp review process may be made by contacting: AsetAssurance@azdoa.gov to make special arrangements for the transfer of these documents.

3.2.4. If applicable, Contractor shall complete and submit an unedited and signed State of Arizona Health Insurance Portability and Accountability Act (HIPAA) Business Associate Addendum (BAA).

3.2.5. All contracts are contingent on the successful completion of the AZRamp 125 Low Impact (public information) or the AZRamp 325 Moderate (Confidential, PII, or PHI) Impact Control spreadsheet titled "Arizona Infrastructure Security Controls 2017 (Excel)," to be determined by the Enterprise Security, Privacy & Risk Compliance team. Low (Column E) and Moderate (Column F) Impact controls spreadsheet can be located here: https://azdohs.gov/file/4356.

3.3. Upon request, Contractor shall submit copies of system logs from Contractor's environment to the State of AZ security team in the format requested to be added to the State SIEM (Security Information Event Monitor) or IDS (Intrusion Detection System).

	Supplement B to the Special Terms and Conditions	Arizona Department of Administration State Procurement Office
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	Description: Computer Equipment, Peripherals & Related Services	

3.4. Contractor shall comply with all applicable State and Federal laws and regulations, including, but not limited to, the following (please note that the links are provided for convenience only and may change):

3.4.1. State of Arizona statewide policies, standards and procedures: https://azdohs.gov/information-technology-it-policies-standards-and-procedures;

3.4.2. Federal Information Security Modernization Act of 2014 (FISMA): https://csrc.nist.gov/topics/laws-and-regulations/laws/fisma;

3.4.3. OMB Circular A-130: https://www.federalregister.gov/documents/2016/07/28/2016-17872/revision-of-omb-circular-no-a-130-managing-information-as-a-strategic-resource;

3.4.4. National Cyber Strategy of the United States of America: https://www.cisa.gov/executive-order-strengthening-cybersecurity-federal-networks-and-critical-infrastructure;

3.4.5. Health Insurance Portability and Accountability Act (HIPAA) including Business Associate Agreement/ Health Information Technology for Economic and Clinical Health Act (HITECH): https://www.hhs.gov/hipaa/index.html;

3.4.6. Tax Information Security Guidelines For Federal, State and Local Agencies: Safeguards for Protecting Federal Tax Returns and Return Information (IRS Publication 1075): https://www.irs.gov/pub/irs-pdf/p1075.pdf;

3.4.7. Criminal Justice Information Services Security Policy (CJIS): https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center;

3.4.8. Centers for Medicare & Medicaid Services (CMS), Minimum Acceptable Risk Standards for Exchanges (MARS-E): https://www.cms.gov/CCIIO/Resources/Regulations-and-Guidance/Downloads/2-MARS-E-v2-0-Minimum-Acceptable-Risk-Standards-for-Exchanges-11102015.pdf;

3.4.9. A.R.S. Title 41, Chapter 41. Arizona Department of Homeland Security;

3.4.10. A.R.S. §18-104 - Arizona Department of Administration, Arizona Strategic Enterprise Technology (ADOA-ASET), Powers and duties of the agency: https://www.azleg.gov/arsDetail/?title=18;

3.4.11. A.R.S. §18-105 - Statewide Information Security and Privacy Office (SISPO): https://www.azleg.gov/viewdocument/?docName=http%3A//www.azleg.gov/ars/18/00105.htm;

3.4.12. A.R.S. §18-551 - Definitions Information Security Including PII: https://www.azleg.gov/ars/18/00551.htm;

3.4.13. A.R.S. §18-552 - Notification of security system breaches; requirements; enforcement; civil penalty; preemption; exceptions: https://www.azleg.gov/ars/18/00552.htm;

3.4.14. Arizona Executive Order 2008-10 – Mitigating Cyber Security Threats: https://aset.az.gov/node/192;

3.4.15. SIPC Memorandum of Understanding (MOU): https://www.sipc.org/about-sipc/;

3.4.16. State Environmental policies: https://azdeq.gov/LawsAndRules;

3.4.17. Family Education Rights Privacy Act (FERPA): https://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html?src=rn;

3.4.18. Driver's Privacy Protection Act (DPPA): https://azdot.gov/motor-vehicles/driver-services/driver-license-information/motor-vehicle-records;

3.4.19. Incident Response Reporting program and system: https://aset.az.gov/sites/default/files/P8240%20Incident%20Response%20Planning_Sept2018_0.pdf;

3.4.20. Privacy Incident Reporting policy and standards: https://aset.az.gov/sites/default/files/STANDARD%208240%20INCIDENT%20RESPONSE%20PLANNING.pdf;

3.4.21. State of Arizona Library, Archives and Public Records, Records Management Division, General Retention Schedules https://azlibrary.gov/arm/policies; and

3.4.22. Payment Card Industry (PCI) Security Standards including but not limited to Supplemental Documents, Information Supplements and Validation Requirements: https://www.pcisecuritystandards.org.

	Attachment A, Part 2: State of Arizona Uniform Terms and Conditions	Arizona Department of Administration State Procurement Office
	Contract No.: CTR068890	
	Description: Computer Equipment, Peripherals & Related Services	

Attachment A, Part 2: Uniform Terms and Conditions 10.4

1. Definition of Terms. As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

   1.1. “Attachment” means any item the Solicitation which requires the Offeror to submit as part of the Offer.

   1.2. “Contract” means the combination of the Solicitation, including the Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

   1.3. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

   1.4. “Contractor” means any person who has a Contract with the State.

   1.5. “Data” means recorded information, regardless of form or the media on which it may be recorded. The term may include technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

   1.6. “Days” means calendar days unless otherwise specified.

   1.7. “Exhibit” means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation generally containing maps, schematics, examples of reports, or other documents that will be used to perform the requirements of the Scope of Work after contract award.

   1.8. “Gratuity” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

   1.9. “Materials” means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

   1.10. “Procurement Officer” means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

   1.11. “Services” means the furnishing of labor, time or effort by a Contractor or Subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

	Attachment A, Part 2: State of Arizona Uniform Terms and Conditions	Arizona Department of Administration State Procurement Office
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1.12. "State" means any department, commission, council, board, bureau, committee, institution, agency, government corporation or other establishment or official of the executive branch or corporation commission of the State of Arizona that executes the Contract.

1.13. "State Fiscal Year" means the period beginning with July 1 and ending June 30.

1.14. "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a Subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any Materials or any Services required for the performance of the Contract.

1.15. "Subcontractor" means a person who contracts to perform work or render Services to a Contractor or to another Subcontractor as a part of a Contract with the State.

2. Contract Interpretation

2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.3.1. Special Terms and Conditions;

2.3.2. Uniform Terms and Conditions;

2.3.3. Statement or Scope of Work;

2.3.4. Specifications;

2.3.5. Attachments;

2.3.6. Exhibits; then

2.3.7. Any other documents referenced or included in the Solicitation including, but not limited to, any Bid or Offer documents provided by the Contractor that do not fall into one of the above categories.

2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain any and all Data and other "records" relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract, . All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2. Non-Discrimination. The Contractor shall comply with State Executive Order Nos. 2023-09, 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3. Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities, and the Contractor's processes or services, at reasonable times for inspection of the facilities or Materials covered under this Contract as required under A.R.S. § 41-2547. The State shall also have the right to test, at its own cost, the Materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor Materials testing shall constitute final acceptance of the Materials or Services. If the State determines non-compliance of the Materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation, stated in the Contract, or listed on the State's eProcurement system. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7. Continuous Improvement. Contractor shall recommend continuous improvements on an on-going basis in relation to any Materials and Services offered under the Contract, with a view to reducing State costs and improving the quality and efficiency of the provision of Materials or Services. State may require Contractor to engage in continuous improvements throughout the term of the Contract.

3.8. Other Contractors. State may undertake on its own or award other contracts to the same or other suppliers for additional or related work. In such cases, the Contractor shall cooperate fully with State employees and such other suppliers and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor's work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, Materials, Services, or records to State or the other suppliers. Contractor shall not commit or permit any act that interferes with the State's or other suppliers' performance of their work, provided that, State shall enforce the foregoing section equitably among all its suppliers so as not impose an unreasonable burden on any one of them.

3.9. Ownership of Intellectual Property

3.9.1. Rights In Work Product. All intellectual property originated or prepared by Contractor pursuant to the Contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the Contract, are considered work product and Contractor's property, provided that, State has Government Purpose Rights to that work product that consist of reports, analyses, scripts, code or other work results that Contractor delivers to the State within the framework of fulfilling obligations under this Contract ("Deliverables") as and when it was delivered to State.

3.9.2. "Government Purpose Rights" are:

3.9.2.1. the, irrevocable, royalty free, non-exclusive, non-transferableright to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party (without the right to sublicense);

3.9.2.2. the right to release or disclose that work product to third parties for any State government purpose; and

3.9.2.3. the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.

3.9.3. "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from or disclose that work product for any commercial purpose, or to authorize others to do so.

3.9.4. Joint Developments. The Contractor and State may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.

3.9.5. Pre-existing Material. All pre-existing software and other Materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.9.1 above, and will remain the exclusive property of Contractor, provided that:

3.9.5.1. any derivative works of such pre-existing Materials or elements thereof that are created pursuant to the Contract are part of that work product;

3.9.5.2. any elements of derivative work of such pre-existing Materials that was not created pursuant to the Contract are not part of that work product; and

3.9.5.3. except as expressly stated otherwise, nothing in the Contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing Materials.

3.9.6. Developments Outside Of Contract. Unless expressly stated otherwise in the Contract, this Section does not preclude Contractor from developing competing Materials outside the

Contract, irrespective of any similarity to Materials delivered or to be delivered to State hereunder.

3.10. Property of the State. If there are any materials that are not covered by Section 3.9 above created under this Contract, including but not limited to, reports and other deliverables, these materials are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.11. Federal Immigration and Nationality Act. Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, Contractor shall flow down this requirement to all Subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of Contractor and Subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor or any Subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default and suspension or debarment of the contractor.

3.12. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23- 214, Subsection A.

3.13. Offshore Performance of Work involving Data is Prohibited. Any Services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to Data shall be performed within the defined territories of the United States.

3.14. Protection of State Cybersecurity Interests. The Contractor shall comply with State Executive Order No. 2023-10, which includes, but is not limited to, a prohibition against (a) downloading and installing of TikTok on all State-owned and State-leased information technology; and (b) accessing TikTok through State information technology.

3.15. Certifications Required by State Law.

3.15.1. If Contractor is a Company as defined in A.R.S. § 35-393, Contractor certifies that it is not currently engaged in a boycott of Israel as described in A.R.S. §§ 35-393 *et seq*. and will refrain from any such boycott for the duration of this Contract.

3.15.2. Contractor further certifies that it shall comply with A.R.S. § 35-394, regarding use of the forced labor of ethnic Uyghurs, as applicable.

	Attachment A, Part 2: State of Arizona Uniform Terms and Conditions	Arizona Department of Administration State Procurement Office
	Contract No.: CTR068890	
	Description: Computer Equipment, Peripherals & Related Services	

4. Costs and Payments

4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of Materials or Services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2. Delivery. Unless stated otherwise in the Contract, per A.R.S. § 47-2319, all prices shall be F.O.B. ("free on board") Destination and shall include all freight delivery and unloading at the destination.

4.3. Firm, Fixed Price. Unless stated otherwise in the Special Terms and Conditions of the Contract, all prices shall be firm-fixed-prices.

4.4. Applicable Taxes

4.4.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.4.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.4.3. Tax Indemnification. Contractor and all Subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.4.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.5. Availability of Funds for the Next State Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current State Fiscal Year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current State Fiscal Year until funds are made available for performance of this Contract.

4.6. Availability of Funds for the Current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these Materials or Services are not funded, the State may take any of the following actions:

4.6.1. Accept a decrease in price offered by the Contractor;

4.6.2. Cancel the Contract; or

4.6.3. Cancel the Contract and re-solicit the requirements.

5. Contract Changes

5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of Services or Materials, the revision of payment terms, or the substitution of Services or Materials, directed by a person who is not specifically authorized by the Procurement Officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of the Procurement Officer as described in Arizona State Procurement Office Standard Procedure 002. The Contractor shall clearly list any proposed Subcontractors and the Subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

6.1. Risk of Loss. The Contractor shall bear all loss of conforming Materials covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming Materials shall remain with the Contractor regardless of receipt.

6.2. Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency).To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible

property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or Subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the Contractor or Subcontractor(s) is/are an agency, board, commission or university of the State of Arizona.

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

6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of Materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the Contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this paragraph shall not apply.

6.4. Force Majeure.

6.4.1. Except for payment of sums due, neither the Contractor nor State shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authority,

and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment, Materials, or Services caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either the Contractor or State is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern Materials or Services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

7.1. Liens. The Contractor warrants that the Materials supplied under this Contract are free of liens and shall remain free of liens.

7.2. Quality. Unless otherwise modified elsewhere in the Special Terms and Conditions, the Contractor warrants that, for one (1) year after acceptance by the State of the Materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Equipment. Contractor warrants that Equipment, and Equipment upgrades installed into Equipment, when purchased from Contractor and operated with normal usage and regular recommended service, shall be free from material defects in materials and workmanship, and perform substantially in accordance with the then- current, generally available, written user manuals and online help and guides (collectively "Documentation") provided by Contractor for Equipment until the expiration of the warranty period. Unless otherwise noted by Contractor , the warranty coverage for the microcode, firmware or operating system software that enables Equipment to perform as described in its Documentation shall be no less than that which applies to such Equipment.;

7.2.3. Software. Contractor warrants that Software will substantially conform to the applicable Documentation for such Software and that any physical media provided by Contractor will be free from manufacturing defects in materials and workmanship until the expiration of the warranty period. Contract Vendor does not warrant that the operation of Software shall be uninterrupted or error free, that all defects can be corrected, or that Software meets Purchasing Entity's requirements.

7.2.4. The warranty period for Products shall be one year. Equipment warranty commences upon Delivery. Software warranty commences upon Delivery of the media or the date Purchasing Entity is notified of electronic availability, as applicable. Equipment upgrades are warranted from Delivery until the end of the warranty period for the Equipment into which such upgrades are installed.

7.2.5. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.6. Adequately contained, packaged, and marked as the Contract may require; and

7.2.7. Conform to the written promises or affirmations of fact made by the Contractor.

7.2.8. Any warranty, damages or indemnity claims against Contractor in relation to Third Party Products are expressly excluded

7.2.9. Exclusions. Warranty does not cover problems that arise from (i) accident or neglect by Purchasing Entity or any third party; (ii) any third party items or services with which the Product is used or other causes beyond Contractor's control; (iii) installation, operation or use not in accordance with Contractor's instructions or the applicable Documentation; (iv) use in an environment, in a manner or for a purpose for which the Product was not designed; (v) modification, alteration or repair by anyone other than Contractor or its authorized representatives; or (vi) in case of Equipment only, causes not attributable to

normal wear and tear. Contractor has no obligation whatsoever for Software installed or used beyond the licensed use, for Equipment which was moved from the installation site without Contractor's consent or whose original identification marks have been altered or removed.

7.3. Conformity to Requirements.

7.3.1. Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for one (1) year after acceptance and in each instance:

7.3.1.1. Conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any and all Contractor affirmations included as part of the Contract;

7.3.1.2. Conform to or perform in a manner consistent with current industry standards; and

7.3.2. Mere delivery or performance does not substitute for express acceptance by the State. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation or invoicing, the forgoing warranty will not begin until State's explicit acceptance of the Materials or Services.

7.4. Inspection/Testing. The warranties set forth in this Section 7 [Warranties] are not affected by inspection or testing of or payment for the Materials or Services by the State.

7.5. Contractor Personnel. If applicable, Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any and all certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request.

7.6. Compliance With Applicable Laws. The Materials and Services supplied under this Contract shall comply with all applicable federal, state, and local laws and policies (including, but not limited to, information technology policies, standards, and procedures available on the State's website and/or the website of any department, commission, council, board, bureau, committee, institution, agency, government corporation or other establishment or official of the executive branch or corporation commission of the State of Arizona). Federal requirements may be incorporated into this Contract, if required, pursuant to A.R.S. § 41-2637. Contractor shall maintain any and all applicable license and permit requirements. This requirement includes, but is not limited to, any and all Arizona state

statutes that impact state contracts, regardless of whether those statutory references have been removed during the course of contract negotiations; this is notice to Contractors that the State does not have the authority to modify Arizona state law by contract.

7.7. Intellectual Property. Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.

7.8. Licenses and Permits. Contractor warrants that it will maintain all licenses required to fully perform its duties under the Contract and all required permits valid and in force.

7.9. Operational Continuity. Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 5.3 [Assignment and Delegation] that expressly recognizes the event.

7.10. Performance in Public Health Emergency. Contractor warrants that it will:

7.10.1. Have in effect, promptly after commencement, a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum:

7.10.1.1. Identification of response personnel by name;

7.10.1.2. Key succession and performance responses in the event of sudden and significant decrease in workforce; and

7.10.1.3. Alternative avenues to keep sufficient product on hand or in the supply chain.

7.10.2. Provide a copy of its current plan to State within three (3) business days after State's written request. If Contractor claims relief under paragraph 6.4 [Force Majeure] for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable.

7.10.3. A request from the State related to this paragraph 7.10 does not necessarily indicate that there has been an occurrence of force majeure, and the Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement a plan.

7.10.4. Failure to have or implement an appropriate plan will be a material breach of contract.

	Attachment A, Part 2: State of Arizona Uniform Terms and Conditions	Arizona Department of Administration State Procurement Office
	Contract No.: CTR068890	
	Description: Computer Equipment, Peripherals & Related Services	

7.11. Lobbying

7.11.1. Prohibition. Contractor warrants that it will not engage in lobbying activities, as defined in 40 Code of Federal Regulations (CFR) part 34 and A.R.S. § 41-1231, *et seq*., using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety. Contractor shall implement and maintain adequate controls to assure compliance with above. Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.

7.11.2. Exception. This paragraph 7.11 does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.

7.12. Covered Telecommunications or Services. Contractor warrants that the Materials and Services rendered under this Agreement will not require Contractor to use for the State, or provide to the State to use, "covered telecommunications equipment or Services" as a substantial or essential component of any system, or as critical technology as part of any system, within the meaning of Federal Acquisition Regulation ("FAR") Section 52.204-25.

7.13. Debarment, Suspension, U.S. Government Restricted Party Lists. Contractor warrants that it is not, and its Subcontractors are not, on the U.S. government's Denied Parties List, the Unverified List, the Entities List, the Specially Designated Nationals and Blocked Parties List, and neither the Contractor nor any Subcontractors are presently debarred, suspended, proposed for debarment or otherwise declared ineligible for award of federal contracts or participation in federal assistance programs or activities.

7.14. False Statements. Contractor represents and warrants that all statements and information Contractor prepared and submitted in response to the Solicitation or as part of the Contract documents are current, complete, true, and accurate. If the Procurement Officer determines that Contractor submitted an Offer or Bid with a false statement, or makes material misrepresentations during the performance of the Contract, the Procurement Officer may determine that Contractor has materially breached the Contract and may void the submitted Offer or Bid and any resulting Contract.

7.15. Survival of Rights and Obligations after Contract Expiration or Termination.

7.15.1. Survival of Warranty. All representations and warranties made by Contractor under the Contract will survive the expiration or earlier termination of the Contract.

7.15.2. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12- 529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.15.3. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2. Stop Work Order.

8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4. Nonconforming Tender. Materials or Services supplied under this Contract shall fully comply with the Contract. The delivery of Materials or Services or a portion of the Materials or Services that do not fully comply constitutes a breach of contract. On delivery of nonconforming Materials or Services,

the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State with the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the Gratuity offered by the Contractor.

9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the State.

9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all

Subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, Data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and Materials or Services accepted before the effective date of the termination. The cost principles and procedures provided in A.R.S. § 41-2543 and A.A.C. Title 2, Chapter 7, Article 7, shall apply.

9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, Materials, documents, Data, and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, Materials or Services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring Materials or Services in substitution for those due from the Contractor.

9.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (A.R.S. Title 41).

	Attachment D – List of Subcontractors	Arizona Department of Administration State Procurement Office
	Contract No.: CTR068890	
	Description: Computer Equipment, Peripherals & Related Services	

Attachment D: List of Subcontractors

State may demand additional information about proposed Subcontractors as a precondition of Award.

No.	Name and contact information	Small business	Work to be performed and QA/QC measures	%
1.	[Name] [Contact information]	Yes or No	[Work to be performed] [QA/QC measures]	X
2.	[Name] [Contact information]	Yes or No	[Work to be performed] [QA/QC measures]	X
3.	[Name] [Contact information]	Yes or No	[Work to be performed] [QA/QC measures]	X
4.	[Name] [Contact information]	Yes or No	[Work to be performed] [QA/QC measures]	X
5.	[Name] [Contact information]	Yes or No	[Work to be performed] [QA/QC measures]	X
6.	[Name] [Contact information]	Yes or No	[Work to be performed] [QA/QC measures]	X
7.	[Name] [Contact information]	Yes or No	[Work to be performed] [QA/QC measures]	X
8.	[Name] [Contact information]	Yes or No	[Work to be performed] [QA/QC measures]	X
9.	[Name] [Contact information]	Yes or No	[Work to be performed] [QA/QC measures]	X

	Attachment B: Participation in Boycott of Israel	Arizona Department of Administration State Procurement Office
	Contract No.: CTR068890	
	Description: Computer Equipment, Peripherals & Related Services	

Attachment B: Participation in Boycott of Israel

Please note that if <u>any</u> of the following apply to this Contract, then the Contractor <u>shall</u> select the "Exempt Contract or Contractor" option below:

- The Contract has an estimated value of less than $100,000;
- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. §35-393.01, public entities are prohibited from entering into contracts "unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel."

Under A.R.S. §35-393:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
   (a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.
   (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.

...

5."Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this state or a political subdivision of this State.

The certification below does <u>not</u> include boycotts prohibited by 50 United States Code Section 4842 or a regulation issued pursuant to that section. *See* A.R.S. §35-393.03.

In compliance with A.R.S. § 35-393 *et seq.*, all Contractors must select one of the following:

☑ The Contractor <u>does not</u> participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. § 35-393 *et seq.* I understand that my entire response will become a public record in accordance with A.A.C. R2-7-C317.

☐ The Contractor **<u>does</u>** participate in a boycott of Israel as described in A.R.S. § 35-393 *et seq*.

☐ **Exempt Contract, or Contractor.**
Indicate which of the following statement(s) applies to this Contract:
- ☐ Contract has an estimated value of less than $100,000;
- ☐ Contractor is a sole proprietorship;
- ☐ Contractor has fewer than ten (10) employees; and/or
- ☐ Contractor is a non-profit organization.

Dell Marketing, L.P.	Abhinandan.Tiwari Digitally signed by Abhinandan.Tiwari Date: 2024.02.08 00:56:40 +05'30'
Contractor Name	Signature of Person Authorized to Sign
One Dell Way	Abhinandan Tiwari
Address	Printed Name

	Attachment B: Participation in Boycott of Israel	
	Contract No.: CTR068890	Arizona Department of Administration State Procurement Office
	Description: Computer Equipment, Peripherals & Related Services	

ROUND ROCK	TX	78682	Senior Analyst, Sales Operations
City	State	Zip	Title

	Attachment C: Forced Labor of Ethnic Uyghurs Ban	Arizona Department of Administration State Procurement Office
	Contract No.: CTR068890	
	Description: Computer Equipment, Peripherals & Related Services	

Attachment C: Forced Labor of Ethnic Uyghurs Ban

Please note that if <u>any</u> of the following apply to the Contractor, then the Contractor <u>shall</u> select the "Exempt Contractor" option below:

- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. § 35-394, written certification is required to show that the company entering into a contract with a public entity does not use the forced labor, or use any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China.

Under A.R.S. § 35-394:

1. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
2. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

In compliance with A.R.S. § 35-394, all Contractors must select one of the following:

☑ The Contractor **<u>does not</u>** use, and agrees not to use during the term of the contract, any of the following:

- Forced labor of ethnic Uyghurs in the People's Republic of China;
- Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or
- Any Contractors, Subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

☐ The Contractor **<u>does</u>** use of Forced Uyghurs Labor as described in A.R.S. § 35-394.

☐ **Exempt Contractor: Select all statements that apply to the Contractor:**

☐ Contractor is a sole proprietorship;
☐ Contractor has fewer than ten (10) employees; and/or
☐ Contractor is a non-profit organization.

Dell Marketing LP	*Abhinandan Tiwari*
Contractor Name	Signature of person authorized to sign
One Dell Way,	Abhinandan Tiwari, Senior Analyst
Address	Printed name and title

	Attachment C: Forced Labor of Ethnic Uyghurs Ban	Arizona Department of Administration State Procurement Office
	Contract No.: CTR068890	
	Description: Computer Equipment, Peripherals & Related Services	

ROUND ROCK, TX, 78682	A.Salinas@dell.com	512-542-1237
City, State, ZIP	Contact email address	Contact phone number

	Attachment D – List of Subcontractors	Arizona Department of Administration State Procurement Office
	Contract No.: CTR068890	
	Description: Computer Equipment, Peripherals & Related Services	

Attachment D: List of Subcontractors

State may demand additional information about proposed Subcontractors as a precondition of Award.

No.	Name and contact information	Small business	Work to be performed and QA/QC measures	%
1.	[Name] [Contact information]	Yes or No	[Work to be performed] [QA/QC measures]	X
2.	[Name] [Contact information]	Yes or No	[Work to be performed] [QA/QC measures]	X
3.	[Name] [Contact information]	Yes or No	[Work to be performed] [QA/QC measures]	X
4.	[Name] [Contact information]	Yes or No	[Work to be performed] [QA/QC measures]	X
5.	[Name] [Contact information]	Yes or No	[Work to be performed] [QA/QC measures]	X
6.	[Name] [Contact information]	Yes or No	[Work to be performed] [QA/QC measures]	X
7.	[Name] [Contact information]	Yes or No	[Work to be performed] [QA/QC measures]	X
8.	[Name] [Contact information]	Yes or No	[Work to be performed] [QA/QC measures]	X
9.	[Name] [Contact information]	Yes or No	[Work to be performed] [QA/QC measures]	X

Tab 7 - Pricing Proposal

Please submit price list electronically via our online Bonfire portal (pricing can be submitted as Discount off MSRP, cost plus, etc.). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.

Price lists must contain the following:

- Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
- Description
- Vendor's List Price
- Percent Discount to NCPA participating entities

Dell Response

Dell maintains a Retail Price list online located at:
http://ftpbox.us.dell.com/slg/weekly/dellpricereport.pdf

The Price List is updated weekly, is available for download from this site in lieu of hard copy distribution and excludes promotional offers. Systems configured and discounted by your Dell's Sales Representatives or through on-line stores and Premier Pages, are based upon then-current retail pricing and exclude promotional offers.

Changes to retail prices are subject to Dell's discretion and generally take effect immediately, allowing us to provide price decreases and to introduce new products without waiting for a formal price list to be updated. Product Classifications and Categories may be changed by Dell without notice.

Not To Exceed Pricing

- NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity.
- The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
- NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

Dell Response

Dell will provide the minimum discounts for the offers described in the Discount Category Matrix on the following page. The discounts are applied to Dell's then current Manufacturer Suggested Retail Pricing (MSRP) and Dell reserves the right to change the MSRP (which would also change the discounted selling price) at any time to apply to future orders. Regardless of the Category in which they may be sold, Dell shall not be obligated to provide any discounts with respect to APEX-branded products or offerings.

Product Categories	Product Category Classifications	Proposed Discounts
Category A	Dell Storage OEM, Fixed Workstations, Latitude, Mobile Workstations, OptiPlex (includes Thin Client), PowerEdge Servers, Software - Server and Other, Software - Storage, Cloud Client, Customer Kits (including some non-tied Monitors), Educational Chrome, Internet of Things (IOT)	15.00%
Category A	Consumer Chrome, Cloud Products only	3.00%
Category F	Dell Branded Printer Accessories, Parts, and Toner	1.50%
Category H	BTX, Prebuilt – Ready to Ship Systems	5.00%
Category M	3rd Party Software & Peripherals – Mainstream Products Third Party	3.00%
Category R	CFI/Configuration Services; Selected Services	0.50%
Category S	Alienware Notebooks, Converged Infrastructure, Data Protection Appliance, Data Protection Software, Data Security Solutions, Dell Networking, Dell Storage PS, Dell Storage SC, Dell EMC, Displays, Hyper Converged Infrastructure, OEM Networking, Personal Notebooks, Projectors/Monitors/Other Electronics, Storage Entry, Storage High End, Storage Integrated Offer, Storage Mid-Range, Storage Unstructured, Tablets, Vostro Notebooks, XPS Notebooks	3.00%
Category U	Spare Parts	0.00%
Category V	System components with discounts that vary based upon the system in which the item is installed	Varies Per Base SKU
Category X	Third Party – Non-Discountable except where contractually required	3.00%
Category Z	Alienware Desktops, Personal Desktops, Vostro Desktops, XPS Desktops, Services - i.e., System Tied and Non-Tied (POS and APOS), Deployment, VSOE, and Custom	0.50%
Category Z1	Services - i.e., System Tied and Non-Tied, POS and APOS	0.50%
Category ZS	Services - i.e., System Tied and Non-Tied, POS and APOS	0.50%
Not Applicable	APEX Branded Solutions (Including Flex OnDemand where applicable)	0.00%

Pricing Notes:

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Where a Dell-branded product is comprised of both hardware and services, the resulting Discount Off List percentage will reflect a blend of the contract discounts associated with the hardware and tied services components of that product.

Where Dell sells third-party products on a "discount-off-list" basis and does not receive a list price from the manufacturer, Dell assigns a list price. Prices for custom services are agreed to through a separate Statement of Work and not included in the proposed prices herein. Where "discount off list", "cost plus", or "cost minus" calculations are used to determine pricing, Dell's standard discount product category list, product category or classification assignment for a particular product is subject to change by Dell and could affect pricing of that product.

Pricing, if included, may be subject to change in the event of an industry wide material constraint or shortages, including but not limited to memory, or other manufacturing materials or components, or due to other factors beyond Dell Technologies' reasonable control. Products may be discontinued or revised (including components thereto) at any time without notice. Should the initial proposed product(s) be discontinued before the replacement product(s) reach price parity with initial product(s), Dell Technologies reserves the right to re-negotiate pricing. For global proposals utilizing Dell Technologies' currency exchange hedge rates, rates are updated quarterly and only valid for the current quarter from the proposal submission date.

Contract Amendment

CONTRACT NO.: CTR068890

Computer Equipment, Peripherals & Related Services

AMENDMENT NO.: Four (4)

PAGE 1 OF 1

AZ DEPT. OF ADMINISTRATION
STATE PROCUREMENT OFFICE
1400 W. Washington St., STE. 300
Phoenix, AZ 85007

CONTRACTOR:

Dell Marketing LP
One Dell Bldg. RR2W2, stop 2-2 V
Round Rock, TX 78682

CONTACT: Ashley Salinas
PHONE: (512) 542-1237
EMAIL: A.Salinas@dell.com

STATE AGENCY:
AZ Department of Administration (ADOA)

State Procurement Office
1400 W. Washington St., Ste. 300
Phoenix, AZ 85007

CONTACT: Eric Bell
PHONE: (602) 499-9697
EMAIL: eric.bell@azdoa.gov

Computer Hardware and Support

Pursuant to Uniform Terms and Conditions, Section 5, Contract Changes, sub-section 5.1 Amendments, the above referenced contract shall be amended as follows:

1. Per above Uniform Terms and Conditions, Section 5 Contract Changes, sub-section 5.1 Amendments, this contract is renewed until 06/30/2026.

All other terms, conditions and provisions remain unchanged.

This Contract Amendment is not binding against the State of Arizona unless signed by an authorized representative of the Contractor and then accepted in writing by an authorized representative of the State.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.	THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS DATE BY THE STATE.
Ana Pitti | 05/23/2025	Eric Bell | May 27, 2025
SIGNATURE DATE	SIGNATURE DATE
Ana Pitti | Paralegal Senior Analyst	Eric Bell State Procurement Manager
PRINTED/TYPED NAME AND TITLE	

DELL Technologies

A quote for your consideration.

To retrieve this eQuote online, log in to your **Dell Premier Page** and search for your eQuote number under “Quotes” in the top menu bar.

Quote No.:	**3000192961903**
Total (USD):	**$224,816.47**
eQuote Name:	Library Desktops 2
eQuote Creator:	mcesare@flagstaffpubliclibrary.org
Quoted On:	Aug. 04, 2025
Expires By:	Sep. 03, 2025
Company Name:	-
Customer Number:	-
Premier Page Name:	CITY OF FLAGSTAFF NASPO ValuePoint ADSPO16-098163 / WN01AGW
Authorized Buyer:	psantana@flagstaffaz.gov
Contract Name:	Dell NASPO Computer Equipment PA - Arizona
Contract Code:	C000001124007
Customer Agreement Number:	23026 / CTR068890

Billing Address:
-
,

Pricing Summary

	Qty	Unit Price	Discounted Unit Price	Subtotal
OptiPlex All-in-One Plus	**185**	**$1,970.00**	**$1,134.42**	**$209,867.70**
Premier discount		- $835.58		

Subtotal:	**$209,867.70**
Shipping:	**$0.00**
Estimated Tax:	**$14,948.77**
Total (USD):	**$224,816.47**

Product Details

	Qty	Unit Price	Subtotal
 **OptiPlex All-in-One Plus (210-BKVZ)** Order Code: xctoo7420aiopusr	**185**	**$1,134.42**	**$209,867.70**

Module	Description	Product Code	SKU	Qty
Processor	Intel® Core™ i5 14500 vPro® (24MB cache, 14 cores, 20 threads, up to 5.0 GHz Turbo)	GEW16OT	338-CNCH	1

Operating System	Windows 11 Pro, English, Brazilian Portuguese, French, Spanish	G01OVWE	619-ARSB	1
Memory	16 GB: 1 x 16 GB, DDR5	GKM62V1	370-BBPX	1
Hard Drive	256 GB, M.2 2230, PCIe NVMe, SSD, Class 35	GHTEX85	400-BQTS,412-ABEK	1
Additional Hard Drive	No Additional Hard Drive	GNTOSJ7	401-AADF	1
Wireless	No Wireless Card	G3QHB57	555-BIGS,555-BKHY	1
Wireless Driver	None	GQMKF4C	340-AFMQ	1
Chassis Options	OptiPlex All-in-One Plus 7420, 65W CPU, Non-touch, FHD HDR cam, UMA, 160W Bronze	GF8GL01	329-BJXG	1
Keyboard	Dell Wired Keyboard - KB216 - US English - Black	GZDPBC1	580-ADJC	1
Mouse	Dell Optical Mouse - MS116 (Black)	GWDQT3O	570-ABIE	1
Back Cover	No Cable Cover	GDT2C7Z	325-BCZQ	1
DVI to VGA Adapter	No Additional Cable	GIX0L8M	379-BBCY	1
External Speakers	No External Speaker	GTNM7E2	817-BBBC	1
Stands and Mounts	Height Adjustable Stand for OptiPlex All-in-One Plus	GWH74B1	575-BCNO	1
ENERGY STAR	ENERGY STAR Qualified	G6J34SM	387-BBLW	1
Power Cord	System Power Cord (US)	GA5894N	450-AAOJ	1
Documentation	Safety/Environment and Regulatory Guide (English/French Multi-language)	G7RB0GY	340-AGIK	1
System Monitoring Options	System Monitoring not selected in this configuration	GITYA2H	817-BBSI	1
Placemat	Quick Start Guide, OptiPlex All-in-One Plus 7420	GJRNIM3	340-DMJL	1
EAN/UPC Labels	No UPC/EAN Label	G8WGTYN	389-BCGW	1
TPM Security	Trusted Platform Module (Discrete TPM Enabled)	GJMDKT6	329-BBJL	1
Shipping Material	Package for Fixed/ HAS/ no stand (DAO, CCC)	GF27HJ9	340-DDGK,340-DFWR,389-BBUU	1
Label	Regulatory Label for OptiPlex All-in-One Plus 7420, 160W Bronze, FSJ	G8R4ILW	389-FGBL	1
Intel Responsiveness Technologies	SW Driver, Intel Rapid Storage Technology, OptiPlex All-in-One	G2349X6	658-BFST	1
Processor Label	Intel Core i5 vPro Essentials Processor Label	G47DLMG	340-CYUO	1
Transportation from ODM to region	Standard shipment	GQT8IGC	800-BBIO	1
FGA Module	No FGA	NOFGA	817-BBBB	1
OptiPlex All-in-One (Plus 7420)	OptiPlex All-in-One Plus 7420	GUXKMI5	210-BKVZ	1
EPEAT 2018	EPEAT 2018 Registered (Silver)	GTZOE2H	379-BDTO	1
Systems Management	Intel vPro® Essential	GC5UPRK	631-BBPY	1
Operating System Recovery Options	OS-Windows Media Not Included	GLA9OQ1	620-AALW	1
Video Card	Intel® Graphics	GZQDA24	490-BBFG	1
LCD	23.8", Non-Touch, FHD 1920x1080, LCD	GP3NLIA	391-BBDM	1
Raid Connectivity	NO RAID	GX5Q06T	817-BBBN	1
ICPS	No Intel® Connectivity Performance Suite	GJ5LQFG	650-BBBG	1

Standard Hardware Support Service	5Y ProSupport Next Business Day Onsite Service after remote diagnosis with HW-SW Support	PN5	989-3449,997-6870,997-6898,997-6918	1
Microsoft Application Software	Activate Your Microsoft 365 For A 30 Day Trial	GC7OFJV	658-BCSB	1
Software Stack	Dell Additional Software	G71R0QM	634-CHFP	1
Protect your new PC	No anti-virus software	GD4K19S	650-AAAM	1
Windows AutoPilot	No AutoPilot	GYEO2AP	340-CKSZ	1

Need Help?

We're here to answer any of your Order Support questions. Contact Us.

CONNECT WITH DELL:

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All products, pricing, and other information is based on the latest information available and is subject to change for any reason, including but not limited to tariffs imposed by government authorities. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier´s affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

A quote for your consideration.

To retrieve this eQuote online, log in to your **Dell Premier Page** and search for your eQuote number under “Quotes” in the top menu bar.

Quote No.:	3000192961154
Total (USD):	$58,439.64
eQuote Name:	Library Laptops 2
eQuote Creator:	mcesare@flagstaffpubliclibrary.org
Quoted On:	Aug. 04, 2025
Expires By:	Sep. 03, 2025
Company Name:	-
Customer Number:	-
Premier Page Name:	CITY OF FLAGSTAFF NASPO ValuePoint ADSPO16-098163 / WN01AGW
Authorized Buyer:	psantana@flagstaffaz.gov
Contract Name:	Dell NASPO Computer Equipment PA - Arizona
Contract Code:	C000001124007
Customer Agreement Number:	23026 / CTR068890

Billing Address:
-
,

Pricing Summary

	Qty	Unit Price	Discounted Unit Price	Subtotal
Latitude 5550 Laptop	**47**	**$2,139.00**	**$1,165.76**	**$54,790.72**
Premier discount		- $973.24		

Subtotal:	**$54,790.72**
Shipping:	**$0.00**
Estimated Tax:	**$3,648.92**
Total (USD):	**$58,439.64**

Product Details

	Qty	Unit Price	Subtotal
 **Latitude 5550 Laptop (210-BLWL,379-BBBW)** Order Code: xctol5550usrf	**47**	**$1,165.76**	**$54,790.72**

Module	Description	Product Code	SKU	Qty
Base	Dell Latitude 5550 Base	GEP3BZD	210-BLWL,379-BBBW	1

Processor	Intel® Core™ Ultra 5 135U, vPro® (12 cores, up to 4.4 GHz Turbo)	GUK6IZY	379-BFPC	1
Operating System	Windows 11 Pro, English, Brazilian Portuguese, French, Spanish	G01OVWE	619-ARSB	1
Memory	16 GB: 1 x 16 GB, DDR5, 5600 MT/s (5200 MT/s with 13th Gen Intel® Core™ processors)	GAMUL2T	370-BBTQ	1
Base Options	Integrated Intel® graphics for Intel® Core™ Ultra 5 135U vPro® processor	GW0N3YB	338-CPHJ	1
Systems Management	Intel® vPro® Enterprise Technology Enabled	GG2IF7U	631-BBSS	1
Storage	256 GB, M.2 2230, TLC, Gen 4 PCIe NVMe, SSD	GFMCS4E	400-BRFT	1
ICPS	Intel® Connectivity Performance Suite for Evo/vPro	GPTF6I1	640-BBTB	1
Displays	15.6", Non-Touch, FHD, IPS, Anti-Glare, 250 nits, 45% NTSC, FHD IR Cam	G2JFSW3	391-BJLZ	1
Keyboard	English US backlit Copilot key keyboard	G8SUQ0I	583-BMLJ	1
Mouse	No Mouse	G8043UZ	570-AADK	1
Wireless Driver	Intel AX211 WLAN Driver	GMPNA8K	555-BKQC	1
Wireless	Intel® Wi-Fi 6E (6 where 6E unavailable) AX211, 2x2, 802.11ax, Bluetooth® 5.3 wireless card	GA8TF6I	555-BKLQ	1
Mobile Broadband	No Mobile Broadband Card	GR957IY	556-BBCD	1
Primary Battery	3-cell, 54 Wh, ExpressCharge™ Capable, ExpressCharge™ Boost Capable	GI2ZVN4	451-BDGX	1
AC Adapter	65W AC adapter, USB Type-C, EcoDesign	GHBR6U3	492-BDMN	1
PalmRest	(MTL) Smart Card Reader, Control Vault 3+, US English backlit keyboard	GDM1PL7	346-BKLL	1
Power Cord	E4 Power Cord 1M for US	GC90V4B	537-BBDO	1
Setup and Features Guides	Latitude 5550 Quick Start Guide	GOWPY9Z	340-DMNY	1
Resource Media	No Resource USB Media	G5KFAU6	430-XXYG	1
Documentation	Safety/Environment and Regulatory Guide (English/French Multi-language)	G7RB0GY	340-AGIK	1
ENERGY STAR	ENERGY STAR Qualified	GFSJ2Q8	387-BBPC	1
FGA Module	No FGA	NOFGA	817-BBBB	1
Packaging	MTL TAA	GQTFDA3	340-DMMQ	1
Processor Label	Intel® Core™ Ultra vPro Enterprise Label	G1CHF32	389-FGSQ	1
Transportation from ODM to region	Standard Shipment (S)	G7DC6AK	800-BBQN	1
EAN POD Label	No UPC/EAN Label	G8WGTYN	389-BCGW	1
Camera	FHD HDR + IR Camera, Facial Recognition, TNR, Camera Shutter, Microphone	GVATBU9	319-BBKH	1
EPEAT 2018	EPEAT 2018 Registered (Gold)	GBU8CHM	379-BDZB	1
Additional Storage	No Additional Hard Drive	GNTOSJ7	401-AADF	1
Chassis Options	Latitude 5550 Bottom Door Included	GLTFWH3	321-BLBY	1
Intel Responsiveness Technologies	Intel® Rapid Storage Technology Driver	G7P3MRH	409-BCXY	1
Standard Hardware Support Service	5Y ProSupport Next Business Day Onsite Service after remote diagnosis with HW-SW Support	PN5	975-3461,989-3449,997-8317,997-8348,997-8349,997-8358	1
Microsoft Office	Activate Your Microsoft 365 For A 30 Day Trial	GC7OFJV	658-BCSB	1
Protect your new PC	No anti-virus software	GD4K19S	650-AAAM	1
Non-Microsoft Application Software	Dell Additional Software	GX3QS7G	658-BFQB	1
Operating System Recovery Options	OS-Windows Media Not Included	GLA9OQ1	620-AALW	1

Windows AutoPilot	No AutoPilot	GYEO2AP	340-CKSZ	1

Need Help?

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Flagstaff City – Coconino County Public Library
300 West Aspen Avenue
Flagstaff, AZ 86001

(928) 213-2330 www.flagstaffpubliclibrary.org

To: City of Flagstaff Procurement

From: Mark Cesare

Date: July 30, 2025

Re: Dell Cooperative Purchasing Agreement

The Flagstaff City – Coconino County Public Library is seeking a cooperative purchasing agreement with Dell Technologies for the purchasing of end-user computing devices (laptops and desktops) for FY26 in the total amount $426,085, to facilitate our 5-year end user device replacement project.
This figure was generated through a careful analysis of previous years' spending, which encompasses the computer replacement budget plus other computer and computer accessory purchases for the Coconino County Free Library District. This figure represents the maximum amount of dollars we anticipate to spend with Dell Inc. annually for these end user devices.

Thank You.

Mark Cesare
Library Information Technology Manager
Flagstaff City – Coconino County Public Library
Phone: 928-213-2354
Email: mcesare@flagstaffpubliclibrary.org

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Ben Mejia, Planner

Date: 08/21/2025

Meeting Date: 08/26/2025

TITLE:

Consideration and Approval of Final Plat Request from EPS Group, Inc, on behalf of CDR Devcorp LTD, for Final Plat approval of "The Lookout at Canyon del Rio" located at 3770 E Whetstone Dr, a 50-lot single-family subdivision using Planned Residential Development (PRD) Standards on 7.11 acres in the Medium-Density Residential (MR) Zone within the Resource Protection Overlay (RPO).

STAFF RECOMMENDED ACTION:

Approve the Final Plat and authorize the Mayor to sign the Final Plat when notified by staff that all documents are ready for signature and recordation.

Executive Summary:

EPS Group, Inc, on behalf of CDR Devcorp LTD, for Final Plat approval of "The Lookout at Canyon del Rio" subdivision consisting of 50 single-family lots on 7.11 acres on Block N of the Canyon del Rio block plat in the MR Zone within the RPO using PRD standards.

Financial Impact:

No financial impacts are anticipated with this Final Plat.

Policy Impact:

There are no policy impacts anticipated with this Final Plat.

Previous Council Decision or Community Discussion:

In 2019, City Council approved a rezoning request, development agreement, and preliminary block plat allowing the development of Canyon Del Rio.

Options and Alternatives to Recommended Action:

1. Approve the Final Plat with no conditions, as recommended by City staff.
2. Approve the Final Plat with conditions.
3. Deny the Final Plat based on non-compliance with the Zoning Code, the Subdivision Code, and/or the Engineering Design Standards and Specifications for New Infrastructure.

Background and History:

The Canyon del Rio development proposal consists of 1,426 residential dwelling units and 225,000 square feet of commercial development. The development area includes a mixture of residential unit types combined with commercial service and open space on 261 acres. The applicant is seeking Final Plat approval for "The Lookout at Canyon del Rio" consisting of 50 single-family residential lots utilizing the Planned Residential

Development (PRD) standards.

Connection to PBB Priorities and Objectives:
Robust Resilient Economy - Support and strengthen a robust, diverse, and sustainable 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:
Protect 2.2: Encourage diversity of housing options in all neighborhoods, understanding that exclusive communities are incompatible with the City of Flagstaff's mission to protect and enhance the quality of life for all.

Attachments: Application
Final Plat
PRD Agreement

City of Flagstaff — Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov
P: (928) 213-2618

Date Received	Application for Subdivision Review	File Number

Property Owner(s) CDR Devcorp LTD		**Phone** 1-602-615-3048
Mailing Address 3605 S. Flagstaff Ranch Rd	**City, State, Zip** Flagstaff, AZ 86005	**Email** cwhiting@capstonehomesaz.com
Applicant(s) CDR Devcorp - Contact: Charity Lee		**Phone** 1-928-600-3594
Mailing Address 3605 S. Flagstaff Ranch Rd	**City, State, Zip** Flagstaff, AZ 86005	**Email** clee@capstonehomesaz.com
Project Representative James Rogers, Charity Lee		**Phone** (480) 503-2250, (928) 600-3594
Mailing Address 1130 N. Alma School Rd, Ste 120	**City, State, Zip** Mesa, AZ 85201	**Email** james.rogers@epsgroupinc.com, clee@capstonehomesaz.com

Requested Review:
- ☐ Development Master Plan
- ☐ Conceptual Plat
- ☐ Preliminary Plat P&Z and Council
- ☐ Modified Subdivision
- ☐ Preliminary Plat
- ☒ Final Plat- Council

Project Name: Canyon Del Rio - The Lookout- Parcel N	**Site Address** Flagstaff, AZ 86005		**Parcel Number** 106-08-036
Proposed Use Medium density residential	**Existing Use** Vacant / undeveloped	**Subdivision, Tract & Lot Number** Canyon Del Rio - Parcel N	
Zoning District MR with RPOZ	**Regional Plan Category** Future suburban	**Flood Zone** X	**Size of Site (Sq. ft. or Acres)** 7.11 acres

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 (Res, Com, Ind)	North	South	East	West
	Vacant/Future Canyon Del Rio	Vacant/Future Canyon Del Rio	Vacant/Future Canyon Del Rio	Vacant/Future Canyon Del Rio

Proposed Use:	Number of Lots	Number of Units	Number of acres per use	Building Square Feet
Medium density residential	50		7.11	

Please complete a *"Subdivision Review Application"* and provide an initialed *"Application and Information Checklist"* form along with the required number of plans and information as appropriate for a Development Master Plan, Conceptual, Preliminary or Final Plat. **Incomplete submittals will not be scheduled.**

Property Owner Signature: (required)	Date: 1-28-25	Applicant Signature: Charity Lee	Date: 1-28-25

For City Use

Date Filed:	**Case Number (s)**	
P & Z Hearing Date:	**Publication and Posting Date:**	
Council Hearing Date:	**Publication and Posting Date:**	
Fee Receipt Number:	**Amount:**	**Date:**

Action by Planning and Zoning Commission:	Action By City Council:
☐ Approved	☐ Approved
☐ Denied	☐ Denied
☐ Continued	☐ Continued

Staff Assignments	Planning	Engineering	Fire	Public Works/Utilities	Stormwater

FINAL PLAT

THE LOOKOUT AT CANYON DEL RIO BLOCK N

A SUBDIVISION OF BLOCK N OF FINAL BLOCK PLAT OF "CANYON DEL RIO PHASE 1",
INSTRUMENT NO. 3944598, COCONINO COUNTY RECORDS,
ALSO BEING A PORTION OF THE WEST HALF OF SECTION 24,
TOWNSHIP 21 NORTH, RANGE 7 EAST, OF THE
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA)
) S.S.
COUNTY OF COCONINO)

KNOW ALL PERSONS BY THESE PRESENTS: THAT CDR DEVCORP, LTD, AN ARIZONA DOMESTIC FOR-PROFIT (BUSINESS) CORPORATION, "OWNER", HAS SUBDIVIDED UNDER THE NAME "THE LOOKOUT AT CANYON DEL RIO BLOCK N", A SUBDIVISION OF BLOCK N OF FINAL BLOCK PLAT OF "CANYON DEL RIO PHASE 1", INSTRUMENT NO. 3944598, COCONINO COUNTY RECORDS, ALSO LOCATED IS A PORTION OF THE WEST HALF OF SECTION 24, 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 "THE LOOKOUT AT CANYON DEL RIO BLOCK N" 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.

PUBLIC RIGHT-OF-WAY (ROW). CDR DEVCORP, LTD, HEREBY DEDICATES TO THE CITY OF FLAGSTAFF, IN FEE SIMPLE, ALL PUBLIC RIGHTS-OF-WAY SHOWN ON THE PLAT FOR PUBLIC USE. 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.

THE OWNER HEREBY DEDICATES TO UNISOURCE ENERGY SERVICES AND ITS SUBSIDIARY, UNS GAS:
ASSIGNS ALL AREAS ON THIS PLAT MARKED PUE 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.

CDR DEVCORP, LTD, "OWNER", 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:

CLEAR VIEW ZONE EASEMENT (CVZE) FOR TRAFFIC SAFETY AND VISIBILITY PURPOSES. VEGETATION AND IMPROVEMENTS ARE PROHIBITED WITHIN THE EASEMENT AREA, EXCEPT AS PERMITTED BY THE FLAGSTAFF CITY CODE.
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. NO STRUCTURES OF ANY KIND SHALL BE CONSTRUCTED IN OR ACROSS NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES WITHOUT WRITTEN AUTHORIZATION FROM THE CITY OF FLAGSTAFF. CITY 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 OWNER HAS FAILED TO PROPERLY MAINTAIN PRIVATE DRAINAGE WAYS IN ACCORDANCE WITH THE FLAGSTAFF CITY CODE.
PUBLIC ACCESS EASEMENT (PAE) FOR PUBLIC ACCESS PURPOSES FOR PEDESTRIANS, BICYCLES AND NON-MOTORIZED VEHICLES. GRANTOR IS RESPONSIBLE FOR SNOW REMOVAL IN THE EASEMENT AREA, IN COMPLIANCE WITH THE FLAGSTAFF CITY CODE.
PUBLIC UTILITY EASEMENT (PUE), FOR PUBLIC USE, FOR UTILITY PURPOSES, INCLUDING WITHOUT LIMITATION, CONSTRUCTION, OPERATION, MAINTENANCE, MODIFICATION, REPLACEMENT AND REPAIR ELECTRICITY, ENERGY, GAS, WATER, SEWER, PUBLIC STORM WATER SYSTEM, TELECOMMUNICATIONS, INTERNET SERVICES, CABLE TELEVISION, AND OTHER UTILITIES.
SEWER LINE EASEMENT (SLE), FOR PUBLIC SEWER SYSTEMS, INCLUDING WITHOUT LIMITATION, CONSTRUCTION, OPERATION, MAINTENANCE, MODIFICATION, REPLACEMENT AND REPAIR OF UNDERGROUND SEWER PIPELINES, MONITORING DEVICES, PIPES, MANHOLES, VALVES, AND ACCESS VAULTS.
VEHICULAR NON-ACCESS EASEMENT (VNAE), FOR TRAFFIC CONTROL PURPUSES. VEHICLE ACCESS AND DRIVEWAYS ARE PROHIBITED IN THE EASEMENT AREA.

EASEMENT GENERAL CONDITIONS: ALL EASEMENTS GRANTED HEREIN ARE SUBJECT TO THE FOLLOWING GENERAL CONDITIONS:

a) OWNER SHALL NOT ALLOW USE OF THE EASEMENT AREA IN A MANNER THAT INTERFERES WITH THE EASEMENT;
b) NO STRUCTURES OF ANY KIND SHALL BE CONSTRUCTED IN OR ACROSS THE EASEMENT WITHOUT WRITTEN AUTHORIZATION FROM THE CITY OF FLAGSTAFF.
c) OWNER SHALL MAINTAIN EASEMENT AREAS FREE AND CLEAR OF VEGETATION OR OBSTRUCTIONS THAT INTERFERE WITH THE EASEMENT, PER THE FLAGSTAFF CITY CODE AS AMENDED; AND
d) GRANTEE MAY MAINTAIN VEGETATION AND REMOVE OBSTRUCTIONS THAT INTERFERE WITH THE EASEMENT;
e) IN THE EVENT THE CITY OF FLAGSTAFF HAS NOTIFIED OWNER 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 OWNER TO RECOVER THE CITY'S ACTUAL, REASONABLE MAINTENANCE COSTS AND RECORD IT AS A LIEN AGAINST OWNER'S PROPERTY UNTIL THE ASSESSMENT AND ANY STATUTORY INTEREST IS PAID;
f) GRANTEE SHALL HAVE A LIMITED, TEMPORARY RIGHT OF ACCESS ACROSS OWNER'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. OWNER HEREBY DEDICATES TO THE CITY OF FLAGSTAFF ALL IMPROVEMENTS INSTALLED OR CONSTRUCTED BY OWNER 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. CDR DEVCORP, LTD, AN ARIZONA DOMESTIC FOR-PROFIT (BUSINESS) CORPORATION, "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"). OWNER SHALL MAINTAIN THE NEWLY DEDICATED PUBLIC RIGHT-OF-WAY UNTIL THE ACCEPTANCE DATE.

THE OWNER HEREBY DEDICATES THE FOLLOWING TRACTS TO THE HOMEOWNERS ASSOCIATION (HOA) AND WILL BE MAINTAINED BY THE HOA:

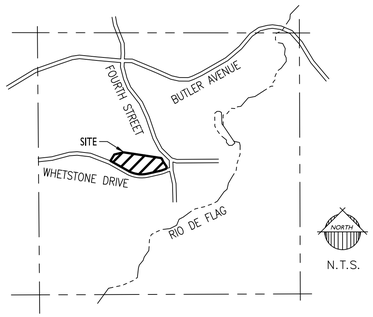
TRACT A IS DEDICATED FOR COMMON SPACE, DETENTION, LANDSCAPE.
TRACT B IS DEDICATED FOR COMMON SPACE, LANDSCAPE.
TRACT C IS DEDICATED FOR COMMON SPACE, LANDSCAPE.
AND ALL TRACTS ARE SUBJECT TO THOSE EASEMENTS INDICATED THEREON.

NOW, THEREFORE, IN WITNESS WHEREOF, CDR DEVCORP, LTD, AN ARIZONA DOMESTIC FOR-PROFIT (BUSINESS) CORPORATION, AS OWNER, HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER
THIS ____ DAY OF _____, 20__.

CDR DEVCORP, LTD, AN ARIZONA DOMESTIC FOR-PROFIT (BUSINESS) CORPORATION,

BY _____

ITS _____



SEC. 24
T.21 S., R.7 E.

VICINITY MAP

ACKNOWLEDGMENT

STATE OF ARIZONA)
) S.S.
COUNTY OF COCONINO)

ON THIS _____ DAY OF _____, 20__, BEFORE ME, THE UNDERSIGNED PERSON ACKNOWLEDGED SELF TO BE THE _____ OF _____, BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

BY: _____

MY COMMISSION EXPIRES: _____

SHEET INDEX

1	COVER, DEDICATION, APPROVALS & NOTES, LEGAL DESCRIPTION
2	LOT TABLE, TRACT TABLE, LINE TABLE, CURVE TABLE, LOT DETAILS, CANYON DEL RIO PRD DESIGN ELEMENTS TABLES
3-4	PLAT MAP
5	EASEMENT DETAILS

REFERENCES

(R1) FINAL BLOCK PLAT "CANYON DEL RIO PHASE 1", INSTRUMENT NO. 3944598, CCR
(R2) FINAL PLAT "CANYON DEL RIO – BLOCK G", INSTRUMENT NO. 3957199, CCR

FEMA FLOOD ZONE DELINEATION

THIS SITE IS LOCATED WITHIN "ZONE X", 0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE AS SHOWN ON FLOOD INSURANCE RATE MAP 04005C6828G.

LEGAL DESCRIPTION

BLOCK N, CANYON DEL RIO PHASE 1, AS SHOWN ON THE PLAT THEREOF, RECORDED IN INSTRUMENT NO. 3944598, RECORDS OF COCONINO COUNTY, ARIZONA.

BASIS OF BEARING

THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT RIVER MERIDIAN, AS SHOWN ON FINAL BLOCK PLAT "CANYON DEL RIO PHASE 1", INSTRUMENT NO. 3944598, OFFICIAL RECORDS OF COCONINO COUNTY.
THE BEARING OF WHICH IS:

SOUTH 89 DEGREES 35 MINUTES 39 SECONDS WEST

OWNER/DEVELOPER

CDR DEVCORP LTD
3605 S. FLAGSTAFF RANCH ROAD
FLAGSTAFF, AZ 86005
(928) 600-3594
CONTACT: CHARITY LEE
clee@capstonehomesaz.com

ENGINEER/SURVEYOR

EPS GROUP, INC.
1130 N ALMA SCHOOL RD., SUITE 120
MESA, AZ 85201
(480)-503-2250
CONTACT: JAMES ROGERS, PE
james.rogers@epsgroupinc.com
(480)-503-2250
CONTACT: ROBERT A. JOHNSTON, RLS
robert.johnston@epsgroupinc.com

UTILITY COMPANY CONTACTS

APS
CONTACT: CHAD BROOKS
2200 E HUNTINGTON
FLAGSTAFF, AZ 86004
CHAD.BROOKS@APS.COM
(928) 773-6440

UNISOURCE ENERGY SERVICES
CONTACT: MARTIN CONBOY
2901 W SHAMRELL BLVD #110
FLAGSTAFF, AZ 86001
MCONBOY@UESAZ.COM
(928) 226-2269

LUMEN
CONTACT: MANUEL HERNANDEZ
112 N BEAVER STREET
FLAGSTAFF, AZ 86001
MANUEL.HERNANDEZ4@LUMEN.COM
(928) 779-4931

OPTIMUM
CONTACT: SANFORD YAZZIE
1601 S PLAZA WAY
FLAGSTAFF, AZ 86001
SANFORD.YAZZIE@ALTICEUSA.COM
(928) 266-0672

UTILITY COMPANY APPROVAL

ARIZONA PUBLIC SERVICE

_____
BY DATE

UNISOURCE ENERGY SERVICES

_____
BY DATE

LUMEN

_____
BY DATE

OPTIMUM

_____
BY DATE

PROJECT INFORMATION

APN:	106-08-036
ADDRESS:	3770 E WHETSTONE DRIVE FLAGSTAFF, AZ 86004
EXISTING LAND USE:	VACANT/UNDEVELOPED
GENERAL PLAN LAND USE DESIGNATION:	FUTURE SUBURBAN
PROPOSED LAND USE:	MEDIUM DENSITY RESIDENTIAL
EXISTING ZONING:	MR – MEDIUM DENSITY RESIDENTIAL
ZONING OVERLAY:	RPOZ – RESOURCE PROTECTION
GROSS AREA:	7.11 ACRES
NET AREA:	5.74 ACRES
NO. UNITS:	50 LOTS
TRACTS:	3
GROSS DENSITY:	7.0 DU/AC

1. THE CITY OF FLAGSTAFF PROVIDES WATER [UTILITY] SERVICE PURSUANT TO STATE LAW, AND IS CURRENTLY OPERATING UNDER A DESIGNATION OF ADEQUATE WATER SUPPLY GRANTED BY THE ARIZONA DEPARTMENT OF WATER RESOURCES, APPLICATION NO. 41-90000.0002.
2. ALL UTILITIES, INCLUDING STREET LIGHT AND ELECTRIC LINES INSTALLED WITH THIS DEVELOPMENT SHALL BE PLACED UNDERGROUND.
3. DEVELOPMENT AND USE OF THIS SITE WILL CONFORM TO ALL APPLICABLE CITY OF FLAGSTAFF CODES AND ORDNANCES.
4. THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, AND EASEMENTS FOR THE "LOOKOUT AT CANYON DEL RIO – BLOCK N" SHALL BE RECORDED IN THE OFFICE OF THE COCONINO COUNTY RECORDER AND ARE HEREBY INCORPORATED AS A PART OF THIS PLAT.
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.
6. THE LOOKOUT AT CANYON DEL RIO BLOCK N REZONING PER "CANYON DEL RIO (CDR) SUBDIVISION REZONING PER ORDINANCE NO. 2019-14 AND INSTRUMENT NO. 3846210".
7. THE SUBJECT PROPERTY IS LOCATED WITHIN THE FLAGSTAFF PULLIAM AIRPORT TRAFFIC PATTERN AIRSPACE AS DEFINED BY THE FEDERAL AVIATION ADMINISTRATION.

CITY OF FLAGSTAFF CERTIFICATION

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR THE RECORD BY COUNCIL OF THE CITY OF FLAGSTAFF, COCONINO, ARIZONA, ON THE ____ DAY OF _____, 20__.

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR THE RECORD BY THE CITY OF FLAGSTAFF PLANNING DIRECTOR AND THE CITY ENGINEER, ON THE __ DAY OF _____, 20__.

BY: _____
CITY ENGINEER

BY: _____
CITY PLANNING DIRECTOR

SURVEYOR'S CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND PLAT OF THE PREMISES DESCRIBED HEREON WERE MADE UNDER MY DIRECTION AND THIS PLAT IS CORRECT AND ACCURATE AND THE FOUND MONUMENTS SHOWN HEREON HAVE BEEN LOCATED AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

ROBERT A. JOHNSTON REGISTRATION NO. 37495
EPS GROUP INC.
1130 N. ALMA SCHOOL RD.
SUITE 120
MESA, AZ 85201
480-503-2250

NOTE:
A.R.S. § 32-151 STATES THAT THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" BY A PERSON OR FIRM THAT IS REGISTERED OR CERTIFIED BY THE BOARD IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING FACTS OR FINDINGS THAT ARE SUBJECT OF THE CERTIFICATION AND DOES NOT CONSTITUTE AN EXPRESS OR IMPLIED WARRANTY OR GUARANTEE.

1130 N. Alma School Rd, Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.835.1799
www.epsgroupinc.com
EPS GROUP

Project:
THE LOOKOUT AT CANYON DEL RIO BLOCK N
FLAGSTAFF, ARIZONA
FINAL PLAT

Revisions:

Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602)263-1100

Drawn by: CAJ
Reviewed by: RAG

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495
ROBERT A.
JOHNSTON
12/31/2025

Job No.
23-0587
FP01

Sheet No.
1
of 5

cjimenez Jul 29, 2025 2:20pm S:\Projects\2023\23-0587 - CDR\Land Survey\Dwgs\Plat\Parcel N\23-0587 - Parcel N - Plat Final.dwg

LINE TABLE		
LINE	BEARING	LENGTH
L1	S05°23'53"E	0.85'
L2	S35°43'12"E	25.38'
L3	S35°43'12"E	30.25'
L4	S15°17'25"W	30.03'
L5	S14°04'42"E	21.00'
L6	S31°29'02"W	16.85'
L7	N42°25'12"W	8.96'
L8	N05°15'04"W	22.10'
L9	S76°54'58"W	23.11'
L10	S16°49'53"E	17.58'
L11	S85°10'00"E	23.53'
L12	S37°18'00"W	18.15'
L13	N88°40'52"E	92.69'
L14	N00°15'18"E	151.12'
L15	N12°47'26"W	10.00'
L16	N37°58'53"W	37.37'
L17	N52°01'07"E	16.00'
L18	S37°58'53"E	46.84'
L19	N04°20'04"E	62.20'
L20	S18°54'25"E	15.23'
L21	S00°16'11"W	44.61'
L22	N19°37'33"W	55.62'
L23	N55°31'28"W	31.19'
L24	N34°28'32"E	18.00'
L25	S55°31'28"E	33.61'
L26	S19°37'33"E	66.13'
L27	S77°12'34"W	16.11'

LINE TABLE		
LINE	BEARING	LENGTH
L28	N65°24'39"E	27.33'
L29	S24°35'21"E	16.00'
L30	S65°24'39"W	32.16'
L31	N36°55'39"W	10.98'
L32	S45°14'53"E	101.23'
L33	S07°39'56"W	55.20'
L34	S32°41'42"W	20.84'
L35	S86°37'47"W	60.27'
L36	N57°33'35"W	66.70'
L37	N56°31'44"E	76.50'
L38	S05°27'02"E	5.00'
L39	N46°42'29"W	16.82'
L40	S61°12'51"W	48.53'
L41	S45°04'56"E	16.67'
L42	N61°12'51"E	49.03'
L43	N00°15'18"E	138.92'
L44	N37°18'00"E	8.65'
L45	N42°12'55"W	25.11'
L46	N13°14'12"E	2.00'
L47	N16°49'53"W	7.76'
L48	N31°29'02"E	7.00'
L49	S41°03'13"E	28.49'
L50	S30°48'37"W	2.92'
L51	S59°38'25"E	5.40'
L52	S59°38'25"E	44.99'
L53	N31°29'02"E	3.88'

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	88.02'	938.00'	5°22'35"
C2	138.66'	565.00'	14°03'41"
C3	425.51'	565.00'	43°09'00"
C4	110.91'	71.50'	88°52'33"
C5	87.57'	100.00'	50°10'25"
C6	81.35'	128.50'	36°16'18"
C7	48.59'	271.50'	10°15'18"
C8	90.17'	300.00'	17°13'13"
C9	65.91'	328.50'	11°29'42"
C10	35.88'	200.00'	10°16'48"
C11	143.47'	200.00'	41°06'04"
C12	153.80'	171.50'	51°22'52"
C13	130.33'	304.17'	24°32'58"
C14	120.82'	228.50'	30°17'47"
C15	78.55'	95.25'	47°14'58"
C16	16.92'	17.50'	55°23'46"
C17	16.92'	17.50'	55°23'46"
C18	236.06'	140.00'	96°36'32"
C19	322.28'	63.50'	290°47'31"
C20	54.64'	557.00'	5°37'14"

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C21	147.16'	600.00'	14°03'12"
C22	381.78'	600.00'	36°27'28"
C23	154.93'	1000.00'	8°52'36"
C24	70.08'	600.00'	6°41'33"
C25	179.35'	200.00'	51°22'52"
C26	67.55'	100.00'	38°42'08"
C27	38.29'	555.00'	3°57'09"
C28	73.05'	63.50'	65°54'42"
C29	0.49'	555.00'	0°03'02"
C30	39.27'	95.25'	23°37'29"
C31	18.59'	555.00'	1°55'10"
C32	106.65'	555.00'	11°00'35"
C33	34.25'	555.00'	3°32'11"
C34	20.62'	309.17'	3°49'14"
C35	6.51'	90.25'	4°07'54"
C36	6.51'	90.25'	4°07'54"
C37	192.29'	140.17'	78°36'12"
C38	5.33'	565.00'	0°32'25"

TRACT USE TABLE			
TRACT	USE	AREA (SF)	AREA (AC)
Tract A	COMMON SPACE / DETENTION / LANDSCAPE / DE / DME / PAE / PDE / PUE / VNAE	122,837	2.8199
Tract B	COMMON SPACE / LANDSCAPE / DE / PAE / PUE / VNAE	11,828	0.2715
Tract C	COMMON SPACE / LANDSCAPE / PUE	3,493	0.0802

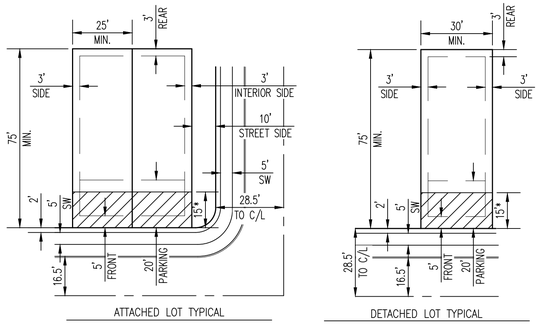
LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
1	2,072	0.0476
2	2,125	0.0488
3	2,000	0.0459
4	2,000	0.0459
5	2,000	0.0459
6	2,000	0.0459
7	2,000	0.0459
8	2,000	0.0459
9	2,000	0.0459
10	2,000	0.0459
11	2,404	0.0552
12	2,159	0.0496
13	2,159	0.0496
14	2,159	0.0496
15	2,159	0.0496
16	2,207	0.0507
17	2,017	0.0463
18	2,017	0.0463
19	2,033	0.0467
20	3,363	0.0772
21	2,857	0.0656
22	2,857	0.0656
23	2,857	0.0656
24	2,857	0.0656
25	2,865	0.0658

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
26	2,865	0.0658
27	2,865	0.0658
28	3,309	0.0760
29	2,110	0.0484
30	2,031	0.0466
31	2,031	0.0466
32	2,215	0.0509
33	2,562	0.0588
34	2,562	0.0588
35	2,562	0.0588
36	2,085	0.0479
37	2,009	0.0461
38	2,055	0.0472
39	2,000	0.0459
40	2,000	0.0459
41	2,000	0.0459
42	2,000	0.0459
43	2,000	0.0459
44	2,000	0.0459
45	2,000	0.0459
46	2,000	0.0459
47	2,000	0.0459
48	2,000	0.0459
49	2,059	0.0473
50	2,015	0.0462

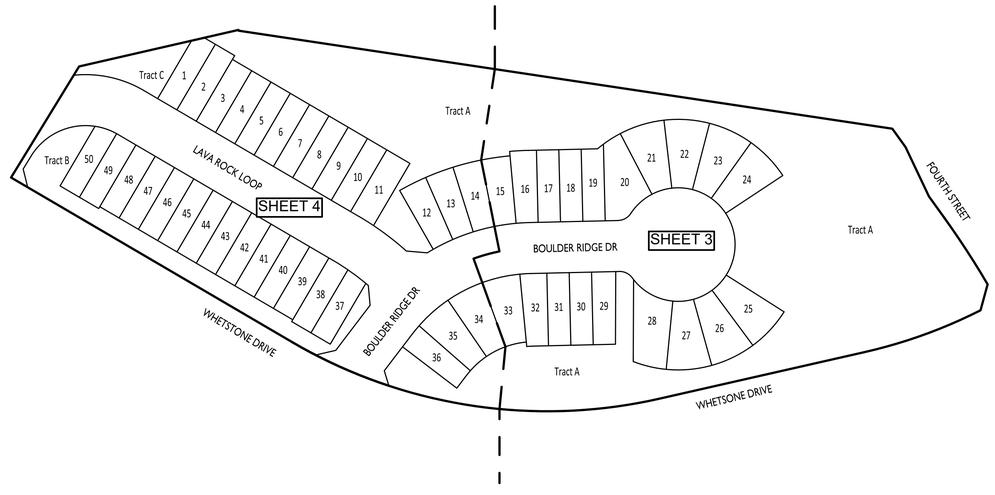
CANYON DEL RIO PRD DESIGN ELEMENTS			
DESIGN ELEMENT	DESCRIPTION	POINTS POSSIBLE	POINTS ACHIEVED
A	AT LEAST 10% OF ALL RESIDENTIAL UNITS AS CATEGORY 1 AFFORDABLE HOUSING.	5	
B	A STREET NETWORK THAT INCLUDES ALLEYS.	4	
C	100% OF ALL UNITS ARE ALL-ELECTRIC, NO NATURAL GAS PROVIDED.	3	
D	AVERAGE DWELLING UNITS NO LARGER THAN 1,800 SQUARE FEET.	3	
E	STREET NETWORK THAT CONNECTS AT RIGHT ANGLES WITHOUT CUL-DE-SACS OR TURNAROUNDS.	2	
F	SIGNIFICANT TRAFFIC CALMING DESIGN FEATURES ARE EMPLOYED.	2	
G	DETACHED GARAGES LOCATED BEHIND THE PRIMARY STRUCTURE FOR 50% OF LOTS.	2	
H	ALL RESIDENTIAL UNITS WITHIN THE SUBDIVISION INCLUDE A MINIMUM 80 S.F. FRONT ENTRY AND HAS DIRECT PEDESTRIAN CONNECTION TO STREET.	1	
I	SUBDIVISION INCORPORATES A COMBINATION OF SINGLE-FAMILY, DUPLEX, AND/OR MULTI-FAMILY UNITS.	2	
J	THE PROVISION OF RECREATIONAL AMENITIES WITHIN A PART OR COMMON SPACE AREA.	2	
K	AT LEAST 50% OF THE REQUIRED RESOURCES ARE MAINTAINED WITHIN COMMON SPACE AREAS.	2	
L	FRONT SETBACKS LESS THAN 15 FEET FOR LIVABLE PORTIONS OF THE DWELLING, INCLUDING ENTRY.	1	1
M	ATTACHED STREET FACING GARAGES LESS THAN 50% OF THE WIDTH OF THE PRIMARY STRUCTURE.	1	
N	SUBDIVISION CC&R'S AND SETBACK STANDARDS DO NOT PROHIBIT THE DEVELOPMENT OF ACCESSORY DWELLING UNITS.	1	1
O	A MINIMUM OF 15% OF ALL SINGLE-FAMILY DWELLING LOTS INCLUDE REQUIREMENTS FOR AN ACCESSORY DWELLING UNIT.	1 PT FOR 15%, 2 PTS FOR 30%, 3 PTS FOR 50%	
P	SUBDIVISION EXCEEDS THE MINIMUM DENSITY OF THE APPLICABLE ZONING DISTRICT BY AT LEAST ONE WHOLE UNIT PER ACRE.	1 PT FOR EACH WHOLE UNIT OVER THE MINIMUM UP TO 3 PTS	1
Q	SUBDIVISION INCLUDES ENHANCED PEDESTRIAN ENVIRONMENTS INCLUDING OUTDOOR SEATING AREAS AND LARGER LANDSCAPING AREAS.	1 EACH	2
		TOTAL	5

HOA SHALL MAINTAIN ALL OUTDOOR SEATING AREAS AS PROVIDED WITHIN LANDSCAPE IMPROVEMENT PLANS.

TYPICAL LOT DETAILS



* LIVABLE PORTIONS OF THE DWELLING, INCLUDING THE FRONT ENTRY FEATURE, SHALL BE WITHIN 15' OF THE FRONT PROPERTY LINE IN COMPLIANCE WITH PRD DESIGN ELEMENT "L".



KEY MAP

40 0 80
scale feet
1" = 80'

NORTH

LEGEND

⊙	SECTION MONUMENT AS NOTED
◉	SET REBAR #4, 16" LONG W/ PLASTIC CAP RLS 37495
○	SET REBAR #4, 16" LONG W/ PLASTIC CAP BY THE CONSTRUCTION RLS
⊙	SET 3" BRASS CAP AT COMPLETION OF CONSTRUCTION
(R1)	EXISTING EASEMENTS PER FINAL BLOCK PLAT "CANYON DEL RIO PHASE 1" INSTRUMENT NO. 3944598, CCR
R/W	RIGHT OF WAY
G&SRM	GILA AND SALT RIVER MERIDIAN
CCR	COCONINO COUNTY RECORDS
EASE	EASEMENT
CVZE	CLEAR VIEW ZONE EASEMENT
DE	DRAINAGE EASEMENT
DME	DRAINAGE MAINTENANCE EASEMENT
PAE	PUBLIC ACCESS EASEMENT
PDE	PRIVATE DRAINAGE EASEMENT
PUE	PUBLIC UTILITIES EASEMENT
SE	SLOPE DRAINAGE EASEMENT
SLE	SANITARY SEWER EASEMENT
VNAE	VEHICULAR NON-ACCESS EASEMENT
———	BOUNDARY LINE
———	LOT LINE
———	RIGHT-OF-WAY
——— – ———	CENTER LINE
——— – ———	SECTION LINE
——— – ———	MID-SECTION LINE
- - - - - -	DE
— — — — —	PDE
——— ———	PDE & DME
- - - - - -	SLE
- - - - - -	PUE
- - - - - -	VNAE
- - - - - -	CVZE
— — — — —	BUILDING SETBACK LINE (BSL)

EPS GROUP
1130 N. Alma School Rd, Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.835.1799
w w w . e p s g r o u p i n c . c o m

Project: THE LOOKOUT AT CANYON DEL RIO BLOCK N
FLAGSTAFF, ARIZONA
FINAL PLAT

Revisions:

Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602)263-1100

Drawn by: CAJ
Reviewed by: RAG

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495
ROBERT A.
JOHNSTON
12/31/25

Job No.
23-0587
FP01
Sheet No.
2
of 5

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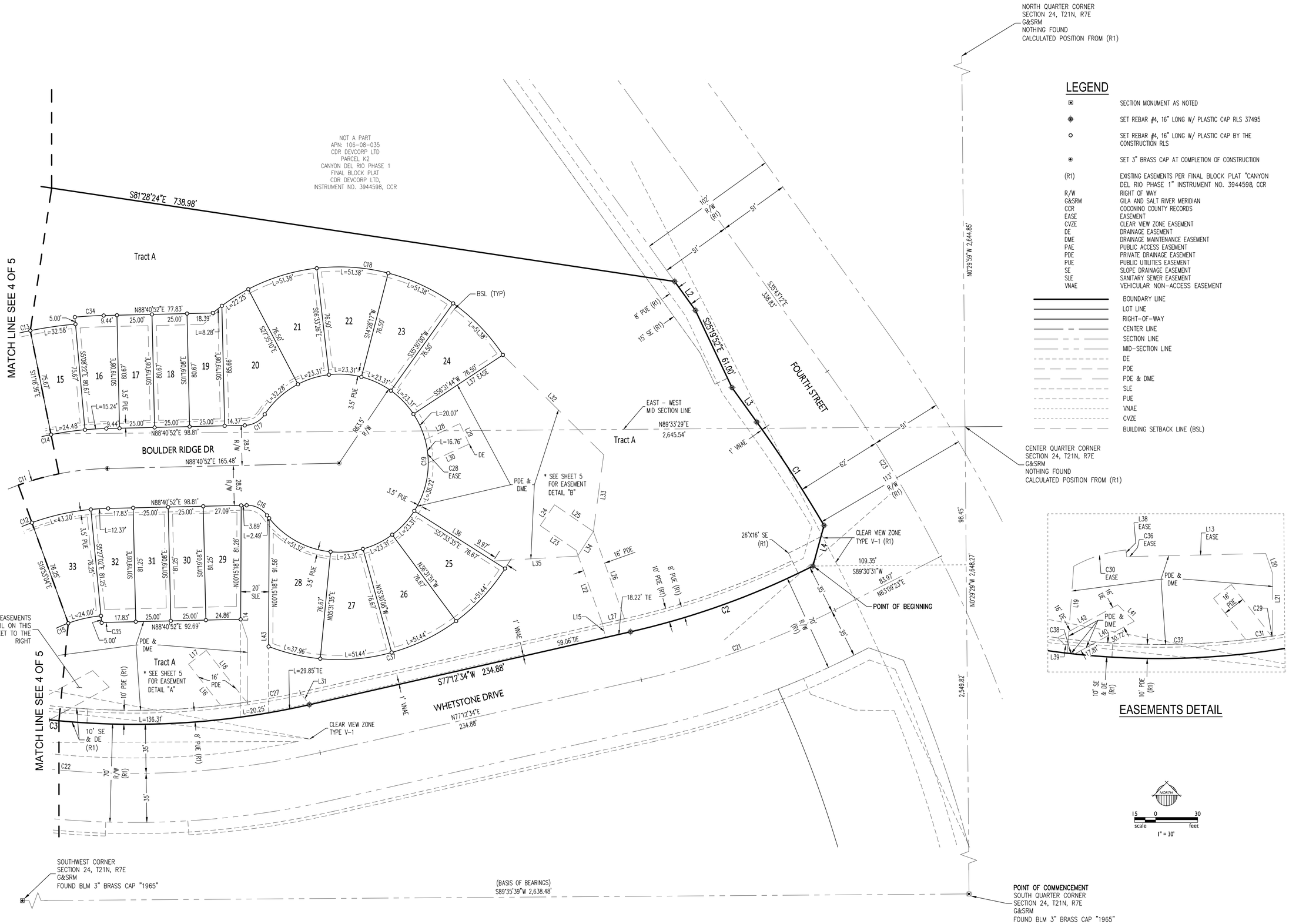

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VNAE	VEHICULAR NON-ACCESS EASEMENT
	BOUNDARY LINE
	LOT LINE
	RIGHT-OF-WAY
	CENTER LINE
	SECTION LINE
	MID-SECTION LINE
	DE
	PDE
	PDE & DME
	SLE
	PUE
	VNAE
	CVZE
	BUILDING SETBACK LINE (BSL)

EASEMENTS DETAIL

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JOHNSTON
ARIZONA, U.S.A.

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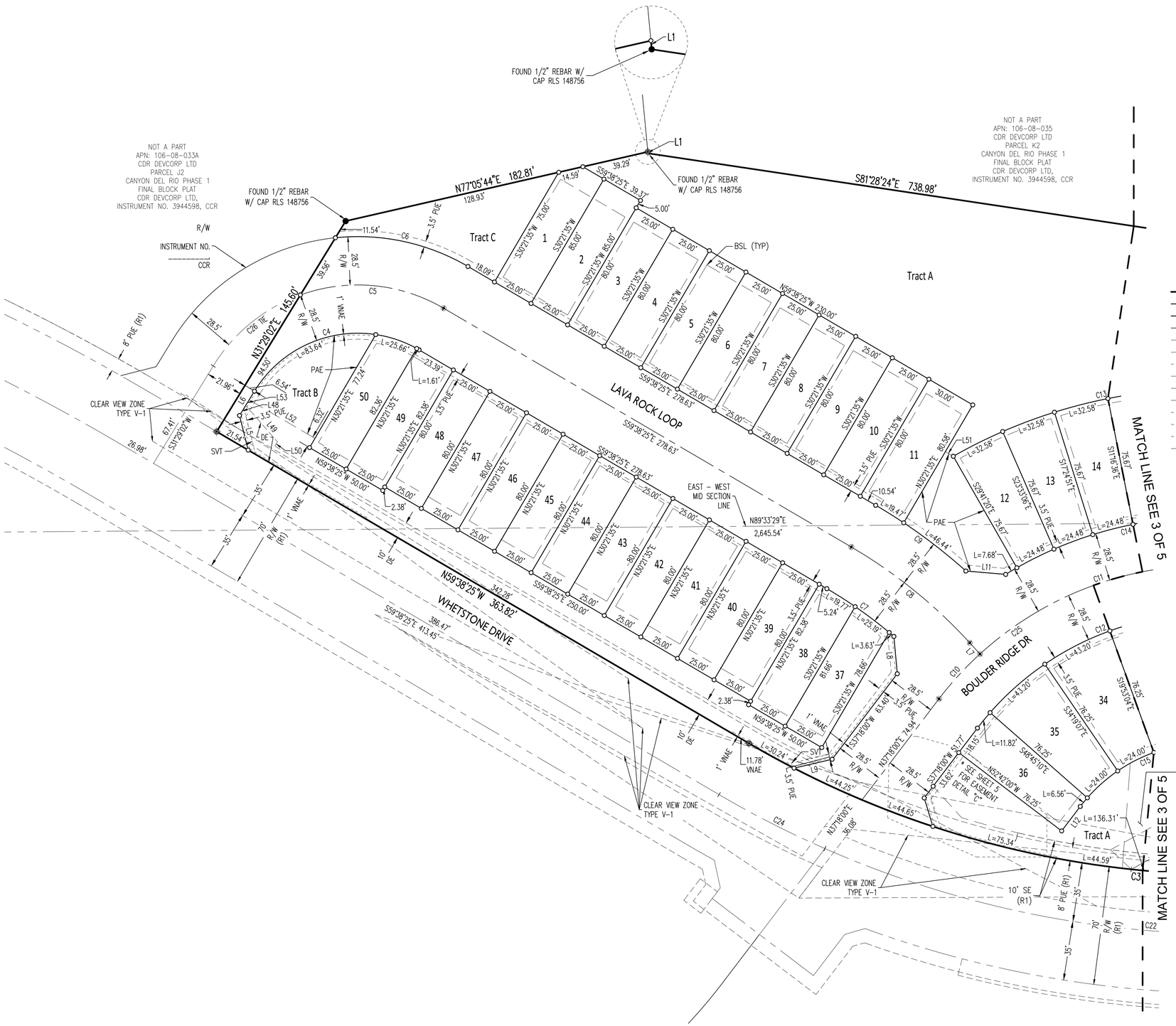

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BOUNDARY LINE
LOT LINE
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SECTION LINE
MID-SECTION LINE
DE
PDE
PDE & DME
SLE
PUE
VNAE
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BUILDING SETBACK LINE (BSL)

15 0 30
scale feet
1" = 30'

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37495
ROBERT A. JOHNSTON
07/31/2025

Job No.
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FP01
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of 5

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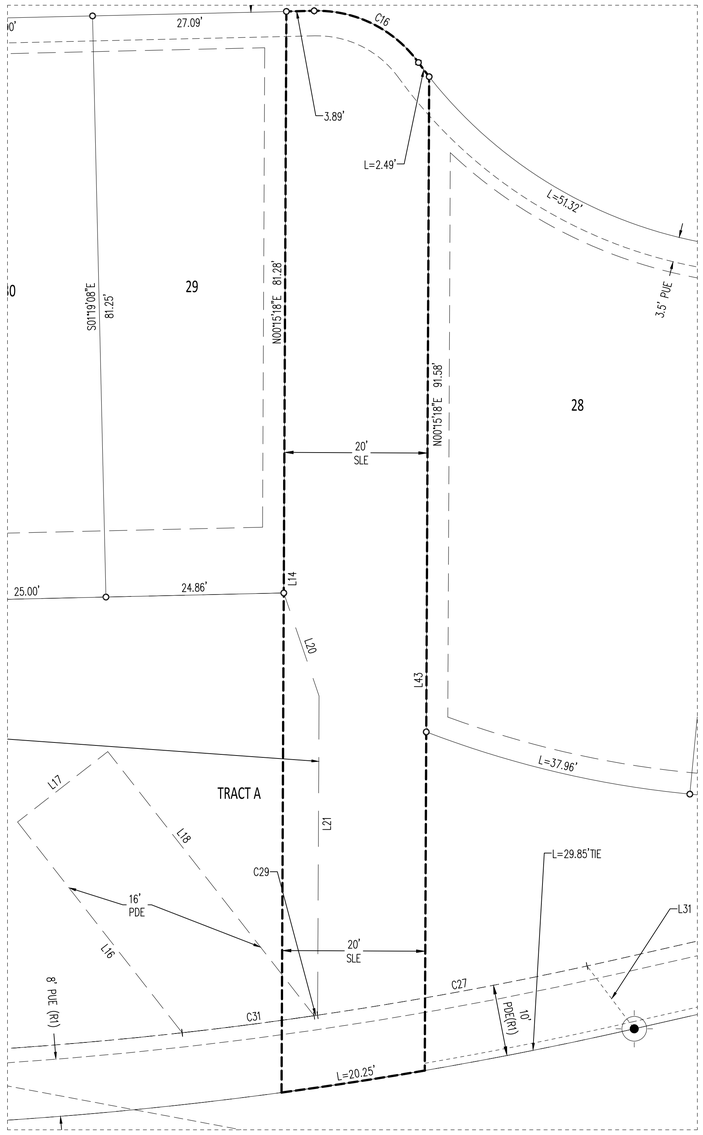
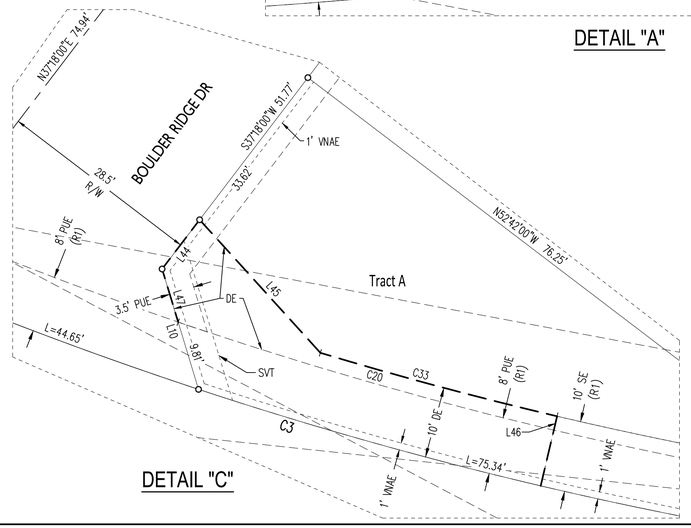
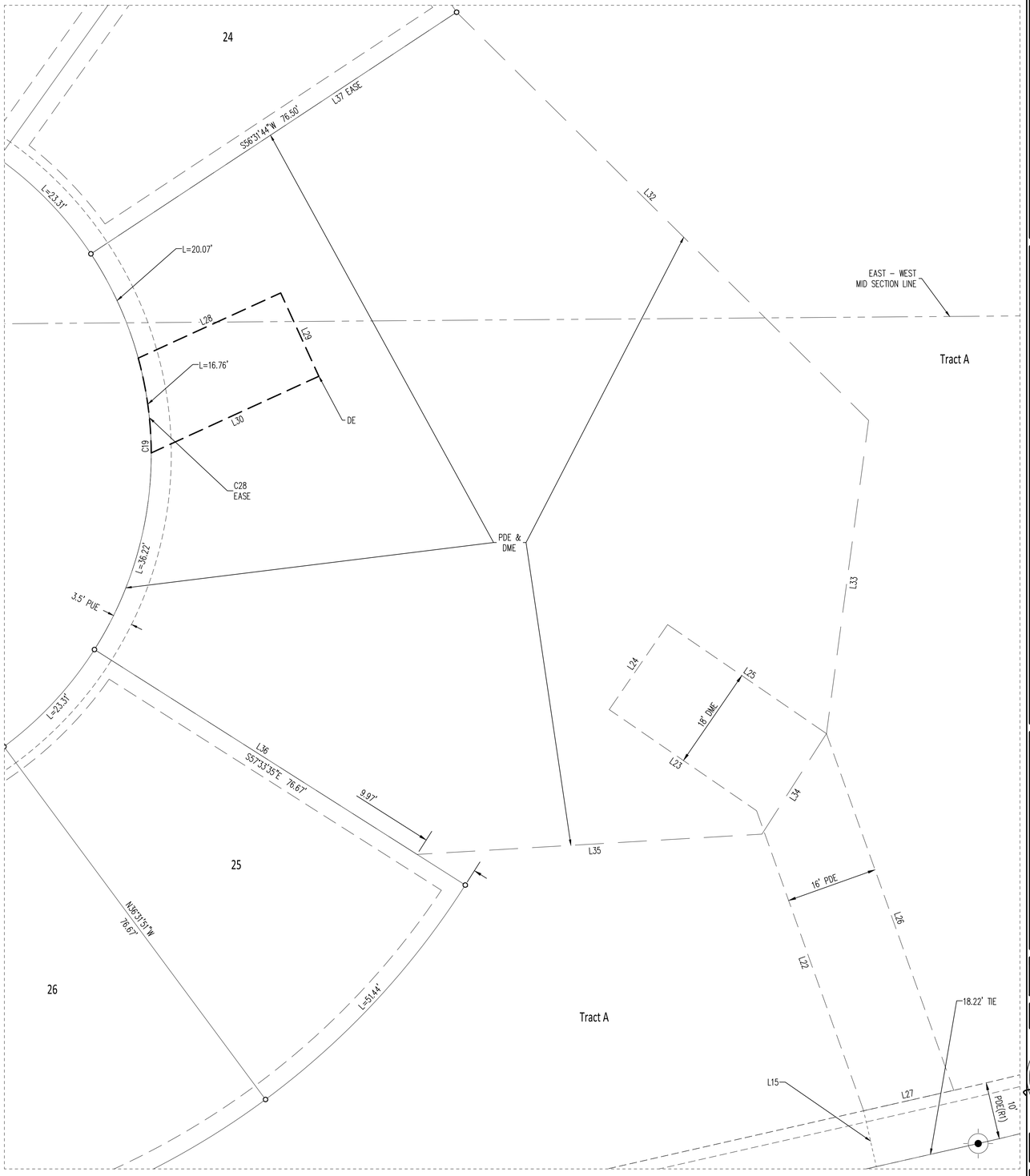


DETAIL "A"



DETAIL "C"



DETAIL "B"

NORTH

5 0 10

scale feet

1" = 10'

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Mesa, Az 85201
T:480.503.2250 | F:480.835.1799
www.epsgroupinc.com

EPS GROUP

Project:
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PLANNED RESIDENTIAL DEVELOPMENT AGREEMENT
The Lookout at Canyon Del Rio (Block N)

This Planned Residential Development Agreement (the "Agreement") is entered into by and between CDR Devcorp LTD, an Arizona corporation, herein after referred to as the "Developer," and the **City of Flagstaff, Arizona**, a municipal corporation (the "City").

RECITALS

WHEREAS, pursuant to the City of Flagstaff Zoning Code, Section 10-40.60.280 (the "Zoning Code"), a Planned Residential Development Agreement is required to accompany the final plat for any subdivision utilizing the Planned Residential Development Building Form and Property Development Standards; and

WHEREAS, the purpose of this Agreement is to ensure implementation of the design elements elected by the Developer pursuant to Section 10-40.60.280(D)(3) of the Zoning Code in a manner satisfactory to the Planning Director; and

WHEREAS, the Developer proposes a residential subdivision known as *The Lookout at Canyon Del Rio Block N* (the "Subdivision") on approximately 7.11 gross acres of land located within the City of Flagstaff; and

WHEREAS, the Developer has elected to implement design elements l, n, p and q totaling a value of five (5) points as required by the Zoning Code.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Design Elements Implementation. The Developer shall implement the following design elements in accordance with the Zoning Code and as approved by the Planning Director:

1.1. Design element l, Front setbacks less than 15 feet for livable portions of the dwelling, including the front entry feature (Points Awarded: 1)**.** The front setbacks for livable portions of each dwelling, including front entry features, shall be less than fifteen (15)

feet as depicted in the Typical Lot Detail shown on Page 2 of 5 of the final plat. Compliance shall be demonstrated at the time of building permit submittal for each lot. Each building permit application shall include a plot plan verifying compliance with this design element.

1.2. Design element n, Subdivision CC&R's and setback standards do not prohibit the development of Accessory Dwelling Units (ADUs) (Points Awarded: 1)**.** The Subdivision's Covenants, Conditions & Restrictions (CC&Rs) and applicable setback standards do not prohibit the construction of ADUs.

1.3 Design element p, Subdivision exceeds the minimum density of the applicable zoning district by at least one whole unit per acre (Points Awarded: 1). The Subdivision shall exceed the minimum density of the Medium Density Residential (MR) zoning district by at least one whole unit per acre. The Subdivision includes 50 residential lots on 7.11 gross acres, resulting in a density of approximately seven (7) units per acre, thereby exceeding the required six (6) units per acre.

1.4 Design element q, Subdivision includes enhanced pedestrian environments, including outdoor seating areas or larger landscaping areas (Points Awarded: 2)**.** The Developer shall construct two (2) enhanced outdoor seating areas to improve the pedestrian environment. One area shall be located in Tract B, adjacent to Lot 50. The second area shall be located in Tract A between Lots 11 and 12. These improvements shall be constructed prior to Conditional Acceptance of Public Improvements, and will be maintained by the Canyon Del Rio Block N Homeowners Association.

2. Final Plat and Recordation. This Agreement shall be recorded with the Coconino County Recorder concurrently with the recordation of the final plat for The Lookout at Canyon Del Rio Block N.

3. Binding Effect. This Agreement shall run with the land and shall be binding upon the Developer, its successors, assigns, and any future owners of the Subdivision.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona and the ordinances and regulations of the City of Flagstaff.

5. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the matters addressed herein and supersedes all prior discussions or agreements, whether written or oral.

6. Amendment. This Agreement may only be amended in writing and signed by both the Developer and the Planning Director.

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

DEVELOPER:
CDR Devcorp LTD
By: _____
Name:
Title:

CITY OF FLAGSTAFF:
By: _____

Name:
Title: Planning Director

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Tim Harrington, Utilities GIS Analyst

Co-Submitter: Teddy Callan

Date: 08/21/2025

Meeting Date: 08/26/2025

TITLE:

Consideration and Approval of Contract: Award a 3-Year Subscription with Q-Mation for a SCADA Software Package in an amount not to exceed $121,344.

STAFF RECOMMENDED ACTION:

1. Approval of 3-Year Subscription with Q-Mation for a SCADA Software package in an amount not to exceed $121,344; and
2. Authorize the City Manager to execute all necessary documents.

Executive Summary:

This software allows one system operator to essentially be in many places at once which saves time, allows for less staffing and saves fuel by not having to commute to remote sites on an hourly/daily basis.

Standard Level Customer FIRST Support for Plant SCADA, our SCADA Software package purchased through the vendor Q-Mation, will maintain the functionality of our Human Machine Interface (HMI) software in Water Services' Supervisory Control and Data Acquisition system (SCADA). Water Services has used Plant SCADA and its past versions for over 15 years. This software enables operations to control and oversee processes throughout the facilities and system from a single client computer. The core functions of the SCADA (Supervisory Control and Data Acquisition) program are to develop, maintain, program, expand, and secure the SCADA controls, which automate and give remote access to processes for all water moving through the City, including water production, wastewater, and reclaimed water. The SCADA systems include: the remote equipment and interfaces with the equipment in each process. The SCADA Network through which the data and commands are communicated. The OT (Operational Technology) Servers and Client systems that control, collect, and manage data. The callout system alerts operations, both local and remote, that there is an alarm or warning of a safety or compliance parameter outside the normal range.

Financial Impact:

Project Name: SCADA Software
Cost:
FY26 = $38,496.00
FY27 = $40,416.00
FY28 = $42,432.00
Account Number Budgeted:
202-08-307-1015-0-4410 - $30,000
202-08-307-1117-0-4343 - $6,500
202-08-307-1015-0-4343 - $2,600
Grant Funded: None
Funding Source: Water Service's Base Budget

Policy Impact:
No Policy Impact

Previous Council Decision or Community Discussion:
No previous Council Decision or Community Discussion

Options and Alternatives to Recommended Action:
Option 1: Water Services staff would have to research, like software packages, collect three quotes from vendors, and then spend the time and money to implement and customize a new software package to meet the needs of the City of Flagstaff's unique SCADA system.

Option 2: Water Services would lose the licensing and support for the current Plant SCADA software, as well as the functionality of the Human-Machine Interface software. Operations would have to operate all processes manually and record Compliance and Operational data manually. The operations staff level would have to be increased to complete these tasks.

Background and History:
The SCADA program is part of the SCADA/IS section in Water Services. SCADA/IS (System Control and Data Acquisition/Water Information Systems) is a section that manages a massive volume of complex data projects throughout the division. The core functions of the SCADA/IS section are: develop, maintain, expand, and secure the SCADA controls, which automate and give remote access to processes for all water moving through the City, including water production, wastewater, and reclaimed water. The SCADA system includes:

- Water Services sites with remote equipment such as booster stations and wells.
- The SCADA Network through which the data and commands are communicated.
- The OT (Operational Technology) Servers and Client systems that control, collect, and manage data.
- The callout system alerts local and remote operations when an alarm or warning of a safety or compliance parameter is outside the normal range.
- Development, maintenance, and expansion of all Water Services work orders, inspections, and service requests that are part of a CMMS (computerized maintenance management software) system.
- Develops and implements applications, databases, scripts, and hardware that allow for the collection, analysis, and storage of Water Services SCADA, OT (Operational Technology), Geographic Information System (GIS), Computerized Maintenance Management System (CMMS), water usage, and other data to allow the Water Services division to make data-driven decisions.
- Collaborates with City Information Technology (IT) to develop innovative solutions to improve efficiency through technology.
- Add information from as-builts, field collection methods, and staff knowledge to keep digital atlases and Water Services GIS data current.
- Manage the deployment and maintenance of IIOT (Industrial Internet of Things) devices for field data collection, including temporary and portable sewer flow and level devices, and drinking water and reclaim system temporary and portable pressure sensors.
- Maintains security software and databases for all Water Services facilities, including cameras and door access, to improve the safety of the work environment for all Water Services employees.

A 2014 SCADA Masterplan demonstrated that Water Services needed improvements to our SCADA system, recommending additional funding dedicated to SCADA projects and a position to manage them. Water Services created the SCADA Administrator position in 2017. They reclassified it to capture Information System (IS) in 2019 when the SCADA/IS section was created and managed by the SCADA/IS Manager.

The following team delivers the SCADA Projects.

- SCADA Program Manager: The SCADA team lead oversees the team's duties and operations. This position assists the SCADA/IS Manager in developing budgets, prioritizing projects, managing projects, and planning SCADA.
- 3 SCADA Analysts: These three positions are the eyes and ears of the SCADA system. One sits at each of the three plants and, with direction from the SCADA Program Manager, helps plant staff with day-to-day SCADA fixes. They also assist the Program Manager with new SCADA upgrades and integration.

- 1 OT Specialist: This is our new entry-level SCADA position. They assist the Program Manager and the Analyst with their SCADA tasks and projects. This position is also crucial in performing tasks that improve our cybersecurity preparedness. These tasks include rotating passwords, updating firmware, and cataloging system information.

The Information Systems (IS) programs is supported by two team members.

- Water Services Information Systems Administrator: This position oversees the management and expansion of our workorder and inspection management systems, as well as our Water Services GIS data. They also help manage our IIOT devices and sewer Inspection TV van and develop new data sets and Dashboards.
- Water Services GIS Specialist. This Specialist position is vital to keeping our Water Services GIS current. Field crews use this GIS daily to respond to service calls and perform general maintenance in our Distribution, Reclamation, Collections, and Stormwater systems. They work closely with plant staff and field crews on updates to the GIS.

The SCADA/IS section pursues three standards:
1) Resilience: Ensure continuity of operations for the entire system, including preparedness for disasters and emergencies, such as fire, cyber-attack, or power outage. Maintain backup of all systems to ensure all service packs, updates, patches, and firmware are current.
2) Serviceability: Retain expertise and skill sets to effectively maintain our systems through ongoing training and contracts with vendors. Every part of the SCADA and IS systems needs qualified personnel to track and perform maintenance.
3) Data-driven: Provide Sections with the best available data to allow managers, directors, and other City leadership to make informed decisions.

Purchasing staff reviewed the quoted service and determined that this software licensing is proprietary to the SCADA systems it supports.

Connection to PBB Priorities and Objectives:

High Performance Governance: Serve the public by providing high quality customer service
Sustainable: Innovative Infrastructure. Deliver outstanding service to residents through a healthy, well maintained infrastructure system

Connection to Regional Plan:

Goal WR.1: Maintain a sustainable water budget incorporating regional hydrology, ecosystem needs, and social and economic well-being.
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
Policy WR.2.2: Maintain and develop facilities to provide reliable, safe and cost-effective water, wastewater, and reclaimed water services.
Goal WR.3: Satisfy current and future human water demands and the needs of the natural environment through sustainable and renewable water resources and strategic conservation measure.
Goal WR.6: Protect, preserve, and improve the quality of surface water, groundwater, and reclaimed water in the region.

Connection to Carbon Neutrality Plan:

WS-1 Improve water infrastructure and expand water reuse

Connection to 10-Year Housing Plan:

None.

Connection to Division Specific Plan:

Goal 1: Use Standards and Data to Drive Decision-Making

Goal 5: Accelerate Infrastructure Maintenance and Replacement

Goal 6: Ensure Adequate Water Resources and Plan for Climate Change

Goal 7: Maintain Excellent Water Quality

Goal 8: Improve Compliance with Environmental Standards and Protections

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Attachments: Software Agreement
Q-mation quote for 3 year contract

AVEVA Flex Software Subscription Agreement
For City of Flagstaff Water Services

1. SUBSCRIPTION AGREEMENT

This Subscription Agreement is made on _____ ("Effective, Date") between City of Flagstaff Water Services with a principal place of business at 4500 Lake Mary Road in Flagstaff, AZ. 86005, and Q-mation, Inc., a Pennsylvania corporation, with a principal place of business at 425 Caredean Drive, Horsham, PA 19044

2. LICENSE REPLACEMENT

The parties hereby agree that any perpetual or subscription access licenses granted by AVEVA to End-User in any previous agreement or otherwise are hereby (1) canceled and replaced with the equivalent subscription licenses ("Subscription Licenses") listed in section 5 below.

3. AGREEMENT TERM

The agreement begins on the Effective Date and is non-cancellable. The agreement will run for three (3) consecutive years, with the expiration date set at July 31, 2028.

4. SUPPORT SERVICES

Provided with this agreement, for the entire three (3) year term, is **AVEVA Customer First – Standard Level,** which provides access to Q-mation Technical Support and distribution of license upgrades. Further details of the support services included with the agreement are noted in Exhibit 1.2.

5. AGREEMENT FEES TERM

The City of Flagstaff is expected to issue a purchase order for the amounts stated below by August 1 of each calendar year this multi-year agreement is in place.

The Base amounts are shown below. Annual fees will be based on increased FLEX Subscription license usage, additional sites, and divestiture adjustments.

AVEVA FLEX Agreement*	Year 1 Total August 1, 2025 thru July 31, 2026	Year 2 Total August 1, 2026 thru July 31, 2027	Year 3 Total August 1, 2027 thru July 31, 2028
Base Amount	**$38,496**	**$40,416**	**$42,432**

***Note:** The AVEVA FLEX Agreement is calculated on a basis of 2400 total FLEX credits per year.

The follow flex subscription licenses are included in this Agreement:

AVEVA Plant SCADA Unlimited Part # FLEX-HMI-022 - Qty 1 @ 1000 Credits for Lake Mary Road -. Plant SCADA Studio (Integrated Development Environment), Includes Plant SCADA Server with Unlimited tags, Plant SCADA Standard Drivers, Plant SCADA Speciality Drivers, Vision IA assistant, OPC UA Server, Unlimited Control Clients (w/ Unlimited Tags) Unlimited View-Only Clients (w/Unlimited Tags), (Industrial Graphics), Unlimited Access Anywhere Clients, Includes Redundant configuration plus the following historian:

- **AVEVA 100K tag Historian server with 10 historian clients -** 100k tag server with no limits on retrieval time, includes redundant configuration, Does not include MS SQL or SQL Client access licenses

- **AVEVA Reports for Operations –** Includes unlimited reports with no limit on tag count plus up to 25 web clients for remote users to access reports.

AVEVA Plant SCADA License Part # FLEX-HMI-010 - Qty 2 @ 700 Credits each for Rio de Flag and Wildcat Hill -. Plant SCADA Studio (Integrated Development Environment), Includes Plant SCADA Server with Unlimited tags, Plant SCADA Standard Drivers, Plant SCADA Speciality Drivers, OPC UA Server, Unlimited Control Clients (w/ Unlimited Tags) Unlimited View-Only Clients (w/Unlimited Tags), (Industrial Graphics), Unlimited Access Anywhere Clients (Control or View-Only Clients) Includes Redundant configuration

6. HOW TO PURCHASE ADDITIONAL AVEVA FLEX LICENSES

The City of Flagstaff may procure new licenses with FLEX credits by placing a Purchase Order to Q-mation for the FLEX Top-up Credits needed at $17.64 per FLEX Credit. New credits (Top-up Credits) are purchased at a prorated amount according to the contract end date. The credits are then added to the FLEX Portal, and the licenses can be selected through a parts list and downloaded for use. The new credits will be prorated in the current year through the end of the agreement.

Year 1 / 2025-2028 Annual Calculation	
Description	**Amount**
Base FLEX Credits at 8/1/2025 Agreement Effective Date (2,400 FLEX Credits)	$38,496
2025-2028 New FLEX credit purchases are prorated through 7/31/2028 (Invoiced at the time of purchase)	Prorated 2025-2028
Year 2 / 2026-2028 Annual Calculation	
Description	**Amount**
Base FLEX Credits at 4/1/2025 Agreement Effective Date (2,400 FLEX Credits)	$40,416
2026-2028 New FLEX credit purchases are prorated through 7/31/2028 (Invoiced at the time of purchase)	Prorated 2026-2028
Year 3 / 2027-2028 Annual Calculation	
Description	**Amount**
Base FLEX Credits at 4/1/2025 Agreement Effective Date (2,400 FLEX Credits)	$42,432
2027-2028 New FLEX credit purchases are prorated through 7/31/2028 (Invoiced at the time of purchase)	Prorated 2027-2028

7. DETERMINING ANNUAL FLEX CREDIT BASIS

Q-mation and the City of Flagstaff will review the AVEVA Flex Program Agreement ninety (90) days before each year's renewal to account for in-year FLEX credit additions.

The AVEVA FLEX Credit base amount cannot be reduced during the three-year agreement term.

8. RENEWAL TERM / SUBSCRIPTION OPTIONS

At the end of the initial three-year term, The City of Flagstaff can renew for a new three-year term. To allow reasonable time for negotiations, Q-mation will supply the City with a three-year renewal agreement draft for review by May 1, 2028

9. CONFIDENTIALITY

Confidential Information" means any information (either oral, written or digital) provided or prepared by a party ("disclosing party") that is provided to, or obtained by the other party (including any director, officer, employee, agent, or representative) ("receiving party") including, but not limited to, that which relates to research, product plans, products, services, clients, vendors, employees, partners, business plans, markets, software, developments, inventions, processes, designs, drawings, engineering, technical data, know-how, hardware configuration information, marketing or finances of the disclosing party.

The terms of the Confidentiality, if any, between the City of Flagstaff and Q-mation shall apply to this agreement, all current sites listed in Exhibit 1.1, and any new sites the City adds to the agreement from and after the date hereof.

AGREED AND ACCEPTED BY: City of Flagstaff Water Services	AGREED AND ACCEPTED BY: Q-mation, Inc
By:_____	By:_____
Print Name_____	Print Name__Bill Bullotta_____
Title:_____	Title:___Vice President_____
Date:_____	Date:_____

Exhibit 1.1 – City of Flagstaff
Defined Site Locations

Lake Mary WTP
4500 S. Lake Mary rd. Flagstaff, AZ. 86001

Rio de Flag WRF
600 S. Babbit Dr. St. Flagstaff, AZ. 86001

Wildcat Hill Water Reclamation Plant
2800 N. El Paso Flagstaff Rd. Flagstaff, AZ. 86004

Exhibit 1.2 – AVEVA Customer First
Standard Level

Included Services	Primary	Standard	Premium	Elite
Technical Support and Services				
Business Hours Technical Support (Normal Local Business Hours)	✓	✓	✓	✓
Knowledge and Support Centre Website	✓	✓	✓	✓
Customer FIRST Mobile Apps	✓	✓	✓	✓
eLearning *	✓	✓	✓	✓
En Route Response Plan for Billable Onsite Corrective Assistance	NBD	NBD	24 hours	4 hours
Discount on Technical Support Consulting Services		5%	10%	20%
Level 2 Direct/Advanced Technical Support		✓**	✓	✓
Emergency 24-Hour Technical Support (24/7) **			✓	✓
Customer FIRST Program Reviews (Per Year)			1	2
Technical Support Priority Response Commitment				✓
Software Maintenance And Utilities				
Software Maintenance Releases, Service Packs, Patches, Updates and Hotfixes	✓	✓	✓	✓
Software Version Upgrades and Revisions		✓	✓	✓
Software Asset Manager (for Wonderware, Citect, Ampla)		✓	✓	✓
License Assurance			✓	✓
Discount on Test and Offline Development System Licenses			✓	✓
Sentinel System Monitor***				✓
Additional Benefits: Minimum Contract Spend Required				
Included Training for your AVEVA software product (Classroom, eLearning or Virtual Instructor-led)			1	2
Block of Technical Support Consulting Services included			16	24
Complimentary Invitations to AVEVA Software Customer Events			2	5
Dedicated Customer Portal			✓	✓
Technical Account Management Team			✓	✓
Annual Lifecycle Assessment and Upgrade Planning Roadmap			✓	✓

** Emergency 24x7 technical support is available by upgrading to PREMIUM or ELITE support levels.

PROPOSAL

VALID FOR 90 DAYS

Q-mation, LLC
425 Caredean Drive
Horsham, PA 19044
sales@q-mation.com
(877) 900-4996

prepared for

City of Flagstaff - Utilities Division
4500 Lake Mary Road
Flagstaff, Arizona 86005
928.774.0262 phone

Timothy Harrington
tharrington@flagstaffaz.gov
928-213-2413 phone

prepared by

Mitch Araman
maraman@q-mation.com

sales@q-mation.com
(877) 900-4996 phone

DATE: 07.17.2025
QUOTE: QUO-61582-N6M0X7 REV: 1
REF: City of Flagstaff Flex SCADA

Line #	Description	Qty	Unit Price	TOTAL
AVEVA Flex Credits - 3 Year Subscription – Standard Level Customer FIRST Support - 2,400 Credits				
1	**Subscription** Part #: FLEXCR-01-1 AVEVA FLEX Credits - 2,400 credits - Standard Support Year 1 Contract term	1	$38,496.00	**$38,496.00**
2	**Subscription** Part #: FLEXCR-01-1 AVEVA FLEX Credits - 2,400 credits - Standard Support Year 2 Contract term	1	$40,416.00	**$40,416.00**
3	**Subscription** Part #: FLEXCR-01-1 AVEVA FLEX Credits - 2,400 credits - Standard Support Year 3 Contract term	1	$42,432.00	**$42,432.00**
4	**AVEVA Flex Bill of Materials** AVEVA Plant SCADA Qty 2 @ 1400 Credits FLEX-HMI-010 "Plant SCADA Studio (Integrated Development Environment), Includes Plant SCADA Server with Unlimited tags, Plant SCADA Standard Drivers, Plant SCADA Speciality Drivers, OPC UA Server, Unlimited Control Clients (w/ Unlimited Tags) (Suggested max 250 Concurrent Sessions), Unlimited View-Only Clients (w/Unlimited Tags) (Suggested max 250 Concurrent Sessions), Unlimited Plant SCADA Web Clients (w/ Unlimited Tags) (Industrial Graphics), Unlimited Access Anywhere Clients (Control or View-Only Clients) AVEVA Plant SCADA fixed Clients (i.e. individually licensing the client node) need to be licensed separately.			

PROPOSAL

VALID FOR 90 DAYS

Q-mation, LLC
425 Caredean Drive
Horsham, PA 19044
sales@q-mation.com
(877) 900-4996

	Includes redundant configuration without additional credits. " AVEVA Plant SCADA Unlimited Qty 1 @ 1000 Credits FLEX-HMI-022 "Plant SCADA Studio (Integrated Development Environment), Includes Plant SCADA Server with Unlimited tags, Plant SCADA Standard Drivers, Plant SCADA Speciality Drivers, Vision AI Assistant AVEVA Communication Drivers Standard, OPC UA Server, Unlimited Control Clients (Unlimited Tags) Suggested max 250 Concurrent Sessions), Unlimited View-Only Clients (w/ Unlimited Tags) (Suggested max 250 Concurrent Sessions), Unlimited Plant SCADA Web Clients (Industrial Graphics), Unlimited Access Anywhere Clients (Control or View-Only Clients). AVEVA Plant SCADA fixed Clients (i.e. individually licensing the client node) need to be licensed separately. Includes redundant Plant SCADA configuration without additional credits. Includes 100K Tag AVEVA Historian + 10 Historian Clients Includes redundant Historian configuration without additional credits. Includes Unlimited AVEVA Reports for Operations (Unlimited Web Clients) "			
VIEW TERMS ON LAST PAGE OF QUOTE			GRAND TOTAL	$121,344.00
			Subscription Year 1 Total	$38,496.00
			Subscription Year 2 Total	$40,416.00
			Subscription Year 3 Total	$42,432.00

PROPOSAL

VALID FOR 90 DAYS

Q-mation, LLC
425 Caredean Drive
Horsham, PA 19044
sales@q-mation.com
(877) 900-4996

remittance address

Q-mation, LLC
425 Caredean Drive
Horsham, PA 19044

to ensure timely processing of your purchase order, please note the following:

- Shipping terms: FOB Shipping Point
- Standard Payment Terms is NET 30

Notice Regarding Sales Tax Compliance:

- ***If you are tax-exempt****: Please submit your exemption certificate to ensure sales tax is not charged on eligible purchases.*
- ***If we do not have a certificate on file****: Sales tax will be added to your invoice(s) as required by law*

PROPOSAL

VALID FOR 90 DAYS

Q-mation, LLC
425 Caredean Drive
Horsham, PA 19044
sales@q-mation.com
(877) 900-4996

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Amelia Mason, Administrative Specialist

Date: 08/21/2025

Meeting Date: 08/26/2025

TITLE:

Consideration and Approval of Contract: Library Books, Spoken Word, DVDs and Digital Media Cooperative Purchase from Baker & Taylor, LLC in an amount not to exceed $200,000 annually for a period of 3 years, with 2 one-year extensions.

STAFF RECOMMENDED ACTION:

1. The City Council approves the Library Books, Spoken Word, DVDs and Digital Media Cooperative Purchase from Baker & Taylor, LLC in an amount not to exceed $200,000 annually for a period of 3 years, with 2 one-year extensions; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The Library Books, Spoken Word, DVDs and Digital Media Cooperative Purchase from Baker & Taylor, LLC provides for the procurement of library materials, and processing of these materials, and allows the City to leverage its purchasing power to obtain a better cost per item. The materials and processing provided by Baker & Taylor, LLC are a necessity for the library to continue to supply the Flagstaff community with new and replacement books, DVDs, CDs, and other media purchases.

Financial Impact:

Project Name: Library Books, DVDs, CDs, and Other Media Purchases
Cost: $200,000
Account Number Budgeted: 030-07-035-0141-5-4321; 030-07-035-0143-5-4321; 030-07-035-0146-5-4321; 030-07-036-0151-5-4321; 030-07-036-0152-5-4321; 030-07-036-0153-5-4321; 030-07-036-0154-5-4321; 030-07-036-0156-5-4321; and 001-09-403-1421-1-4321.
FY Budgeted Amount: $383,541
Grant Funded: No
Funding Source: Library budget allocated for FY26

Policy Impact:

None

Previous Council Decision or Community Discussion:

The City Council voted to approve previous purchases with Baker & Taylor, LLC most recently in August 2022.

Options and Alternatives to Recommended Action:

1. Approve the Library Books, Spoken Word, DVDs and Digital Media Cooperative Purchase from Baker & Taylor, LLC; or
2. Do not approve the Cooperative Purchase. Staff does not recommend this option, because the library

would be unable to purchase new or replacement materials for patrons to check out until a new procurement process can be accomplished.

Background and History:
The City of Mesa Purchasing Division conducted a competitive and open procurement process that resulted in Contract No. 2023056 between the City of Mesa and Baker & Taylor, LLC. The City of Flagstaff Procurement department has verified that the City of Mesa cooperative purchase contract is valid and expires on February 28, 2026, and may be renewed for an additional two years.

Connection to PBB Priorities and Objectives:
High Performing Governance

- Serve the public by providing high quality customer service
- Enhance the organization's fiscal stability and increase efficiency and effectiveness

Inclusive & Engaged Community

- Facilitate and foster diversity and inclusivity
- Ensure city facilities, services, and programs are accessible for all residents and representative of Flagstaff's diverse community

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

Goal ED.2. Support and encourage an excellent educational system that promotes critical thinking and job training programs at all levels.

- Policy ED.2.3. Encourage efforts to provide a full range of high-quality educational opportunities for life-long learning for all residents.
- Policy ED.2.4. Promote science, technology, engineering, mathematics, liberal arts, and entrepreneurship education at all levels.

Connection to Carbon Neutrality Plan:
N/A

Connection to 10-Year Housing Plan:
N/A

Connection to Division Specific Plan:
Library Strategic Plan Goal 1: Ensure access to accurate information and quality resources by removing barriers and meeting the needs of the community.

Attachments: Agency Contract
B&T Quote
B&T Memo

AGREEMENT PURSUANT TO SOLICITATION

CITY OF MESA AGREEMENT NUMBER 2023056
LIBRARY BOOKS, SPOKEN WORD, DVDS, AND DIGITAL MEDIA

CITY OF MESA, Arizona ("City")

Department Name	City of Mesa – Purchasing Division
Mailing Address	P.O. Box 1466
	Mesa, AZ 85211-1466
Delivery Address	20 East Main St, Suite 450
	Mesa, AZ 85201
Attention	Evan Karl, NIGP-CPP, CPPB Procurement Officer I
E-Mail	Evan.Karl@MesaAZ.gov
Phone	(480) 644-2356

With a copy to: City of Mesa – Library Services
Attn: Jesse Simms, Assistant Library Director
P.O. Box 1466
Mesa, AZ 85211-1466
Jesse.Simms@MesaAZ.gov

AND

BAKER & TAYLOR, LLC, ("Contractor")

Mailing Address	2810 Coliseum Centre Drive, Suite 300
	Charlotte, NC 28217
Remit to Address	P.O. Box 277930
	Atlanta, GA 30384-7930
Attention	~~Melissa Swain, Customer Success Manager~~ Pricing Services
E-Mail	~~Melissa.Swain@Baker-Taylor.com~~ bids@baker-taylor.com
Phone	~~706-215-7929~~ 704-998-3248
Fax	704-998-3260

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This Agreement pursuant to Solicitation ("Agreement") is entered into this 27th day of February, 2023, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and Baker & Taylor, LLC, a(n) Delaware company ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

RECITALS

A. The City issued Solicitation number **2023056** ("Solicitation") for **LIBRARY BOOKS, SPOKEN WORD, DVDS, AND DIGITAL MEDIA**, to which Contractor provided a response ("Response"); and

B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the services/materials described in the Solicitation and Response.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

1. **Term**. This Agreement is for a term beginning on **March 1, 2023** and ending on **February 28, 2026**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.

    1.1 **Renewals.** On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of two (2) years. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately before the expiration of the then-current term.

    1.2 **Extension for Procurement Processes**. Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a vendor to provide the services/materials provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days before the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately before the expiration of the then-current term.

2. **Scope of Work**. The Contractor will provide the necessary staff, services, and associated resources to provide the City with the services, materials, and obligations attached to this Agreement as **Exhibit A** ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.

    The Agreement is based on the Solicitation and Response which are hereby incorporated by reference into the Agreement as if written out and included herein. In addition to the requirements specifically set forth in the Scope of Work, the Parties acknowledge and agree that the Contractor shall perform in accordance with all terms, conditions, specifications, and other requirements set forth within the Solicitation and Response unless modified herein.

3. **Orders**. Orders are placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) Notice to Proceed, or (iii) Delivery Order off of a Master Agreement for Requirement Contract where multiple as-needed orders will be placed with the Contractor. The City may use the Internet to communicate with Contractor and to place orders as permitted under this Agreement

4. **Document Order of Precedence**. In the event of any inconsistency between the terms of the body of the Agreement, the Exhibits, the Solicitation, and Response, the language of the documents will control in the following order.

    a. Agreement
    b. Exhibits
        1. Mesa Standard Terms & Conditions
        2. Scope of Work
        3. Other Exhibits not listed above
    c. Solicitation including any addenda
    d. Contractor Response

5. **Payment.**

    5.1 **General**. Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in **Exhibit B** ("Pricing") in consideration of Contractor's performance of the Scope of Work during the Term.

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

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

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

    5.3 **Price Adjustment**. Any requests for reasonable price adjustments must be submitted in accordance with this Section 5.3. Requests for adjustment in the cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustments in providing the services/materials under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

    During the sixty (60) day period before Contract expiration date of the Agreement, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve (12) month change in the ***Consumer Price Index for All Urban Consumers*** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (http://www.bls.gov/cpi/home.htm). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

    5.4 **Renewal and Extension Pricing**. Any extension of the Agreement will be at the same pricing as the initial Term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the parties. The Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.

5.5 **Invoices**. Payment will be made to Contractor following the City's receipt of a properly completed invoice. No terms set forth in any invoice, purchase order, or similar document issued by Contractor will be deemed accepted by the City; the terms of the contractual relationship between the Parties are as set forth in this Agreement. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

a. Contractor name, address, and contact information;
b. City billing information;
c. City contract number as listed on the first page of the Agreement;
d. Invoice number and date;
e. Payment terms;
f. Date of service or delivery;
g. Description of materials or services provided;
h. If materials provided, the quantity delivered and pricing of each unit;
i. Applicable Taxes;
j. If applicable, mileage or travel costs; and
k. Total amount due.

5.6 **Payment of Funds**. Contractor acknowledges the City may, at its option and where available use a Credit Card/Procurement Card to make payment for orders under the Agreement with no additional charge/fee. Otherwise, payment will be through a traditional method of a check.

5.7 **Disallowed Costs, Overpayment**. If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for materials/service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

6. **Insurance**.

6.1 Contractor must obtain and maintain at its expense throughout the term of Contractor's agreement, at a minimum, the types and amounts of insurance set forth in this Section 6 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the materials/service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.

6.2 Nothing in this Section 6 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.

6.3 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.

6.4 Each insurance policy required under the Agreement must be in effect at or before the execution of the Agreement and remain in effect for the term of the Agreement.

6.5 Before the execution of the Agreement, Contractor will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.

6.6 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.

6.7 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor.

6.8 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.

6.9 **Types and Amounts of Insurance**. Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:

6.9.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.

6.9.2 Automobile liability, bodily injury, and property damage with a limit of $1 million per occurrence including owned, hired, and non-owned autos.

7. **Requirements Contract**. Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed within a reasonable period of time of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. The City will not reimburse Contractor for any avoidable costs incurred after the receipt of cancellation including, but not limited to, lost profits, shipment of product, or performance of services.

8. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor as listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth in the Mesa Standard Terms and Conditions that is attached to the Agreement as **Exhibit C**.

9. **Representations of Contractor**. To the best of Contractor's knowledge, Contractor agrees that:

a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;

b. Performance of the services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;

c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and

d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.

10. **Mesa Standard Terms and Conditions**. **Exhibit C** to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.

11. **Counterparts and Facsimile or Electronic Signatures**. This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.

12. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.

    Exhibits to this Agreement are the following:

    - (A) Scope of Work / Technical Specifications
    - (B) Pricing
    - (C) Mesa Standard Terms and Conditions
    - (D) Other

13. **Attorneys' Fees**. The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation-related costs and fees from the other Party.

14. **Additional Acts**. The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.

15. **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

By executing below, each Party acknowledges that it understands, approves, and accepts all of the terms of the Agreement and the attached exhibits.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF MESA, ARIZONA

By: _____
Edward Quedens
cn=Edward Quedens, o=City of Mesa, ou=Business Services Director / City of Mesa, email=ed.quedens@mesaaz.gov, c=US
2023.02.28 13:18:38 -07'00'

Printed Name

Title

Date

BAKER & TAYLOR, LLC

By: Jennifer Rhyne

Jennifer Rhyne
Printed Name

Director, Pricing Services
Title

February 28, 2023
Date

REVIEWED BY:

By: Evan Karl 2/28/2023
Evan Karl, NIGP-CPP, CPPB
Procurement Officer I

EXHIBIT A
SCOPE OF WORK

PROGRAM DESCRIPTION AND METHOD OF APPROACH

Clearly define the services/materials offered and Respondent's method of approach to including, but not limited, to the following criteria:

1. Respondent shall describe their understanding and method of approach to meet the Required Services as described in the Scope of Work, including:

a. Comprehensive Online Title Database,

COMPREHENSIVE ONLINE TITLE DATABASE: Respondent shall provide at no additional or at minimal cost to the Library, an easy-to-use internet access database of Respondent's inventory and/or title of all materials. In addition, Respondent shall:

a. Specify how often the title database is updated.
b. Specify how often the inventory status on their title database system is updated (i.e., real-time, daily, weekly, etc.).
c. Describe the method of staff access, i.e., via password/IP, and indicate the maximum number of users. Respondent shall also specify whether remote user access is available for staff use.
d. Provide at no charge thirty (30)-day trial access to the system for evaluation during the proposal review process. Respondent should submit all necessary login information such as URL, user IDs, and passwords with the proposal and guarantee access will be operational during the review period.
e. Provide multiple users access during the trial period.
f. Address any costs for system access in the pricing section. This includes access to inventory and other types of information such as reviews, discounts, publicity, print runs, etc.

The title database system should have the following **capabilities**:

- Out-of-print, publisher out of stock, and inventory status on the first screen of record
- Access to other titles not in vendor's inventory (Books in Print type concept)
- Sort by binding, ISBN/ISSN, price, pub date, publisher, author, title
- Merging of lists
- An Advanced search by series, Dewey, author-title, artists, notations, and citations
- Cover images for selected titles
- Table of contents for selected titles
- Excerpts for selected titles
- Update/check account profile
- Check returns' status
- Answers to FAQs (Frequently Asked Questions)
- Merchandising/New Title Information, (i.e., Bestsellers, author tours, movie and TV tie-ins, collection development list, etc.)
- Easy to use help screens
- Search by review journal

The title database system should meet the following **requirements**:

- Contractor's title database system shall be updated at a minimum of once per week.
- Contractor shall provide ongoing technical support for the system and provide notification when new releases and upgrades are available.
- Contractor shall assist with the implementation of all new releases and upgrades as necessary.

COMPREHENSIVE ONLINE TITLE DATABASE

We are pleased to offer our Title Source 360 online ordering platform to the Library for viewing of inventory, selection of material, placement of EDI orders with Polaris, and reviewing updated order status. The site is fully functional and features grid ordering and multi-faceted searching and filtering options. Title Source 360 meets or exceeds all of the capabilities and requirements as listed above from the Scope of Work. Please see below for a full description of the capabilities of Title Source.

In addition, please see below for other requested information:

a. Specify how often the title database is updated.

b. Specify how often the inventory status on their title database system is updated (i.e., real-time, daily, weekly, etc.).

Title information on Title Source 360 is updated multiple times daily to ensure accurate and current information, including in-stock titles, pre-publication, and new release titles.

At multiple views, Title Source 360 displays updated inventory data (typically updated on the hour) for the customer's primary and secondary warehouses. There is also a Real-Time Check available – inventory totals may be instantly checked in "real-time" via a one click link to "Real Time Inventory."

c. Describe the method of staff access, i.e., via password/IP, and indicate the maximum number of users. Respondent shall also specify whether remote user access is available for staff use.

Title Source can be accessed on the web at the following url: https://ts360.baker-taylor.com/, using the login credentials associated with the Library's account (username and password). There is no maximum number of users, and the site may be accessed remotely.

d. Provide at no charge thirty (30)-day trial access to the system for evaluation during the proposal review process. Respondent should submit all necessary login information such as URL, user IDs, and passwords with the proposal and guarantee access will be operational during the review period.

e. Provide multiple users access during the trial period.

We are happy to provide access to the system for evaluation to multiple users. As the library is already a subscriber to Title Source 360, you may use your current login credentials for evaluation of the system. If you need additional user IDs beyond the 12 in use currently, please let us know and we will be happy to provide additional user access.

f. Address any costs for system access in the pricing section. This includes access to inventory and other types of information such as reviews, discounts, publicity, print runs, etc.

As part of Baker & Taylor's comprehensive proposal, we are pleased to offer a Title Source 360 subscription package to the Library Free of Charge. This configuration includes an Administrative ID, 12 user ids, grids, Marc profiler, and full text review journals, including Booklist.

Title Source 360

Title Source 360™ provides users with fast, accurate and personalized search results, and makes ordering easier than ever. Find the products you need and order them quickly and easily with a streamlined checkout process all online at ts360.baker-taylor.com.

Baker & Taylor's Title Source 360™ is the most extensive database of bibliographic acquisitions information for U.S. publications. This subscription database includes book, e-book, e-audio, spoken word audio, DVD, Blu-ray, music CD and vinyl LP music titles. Each record gives current print status (i.e., Not-Yet-Published, Out-of-Print), in-stock availability, latest list price, and the Library's estimated discounted price. Title and inventory information is updated multiple times throughout the day.

Title Source 360™ benefits include:

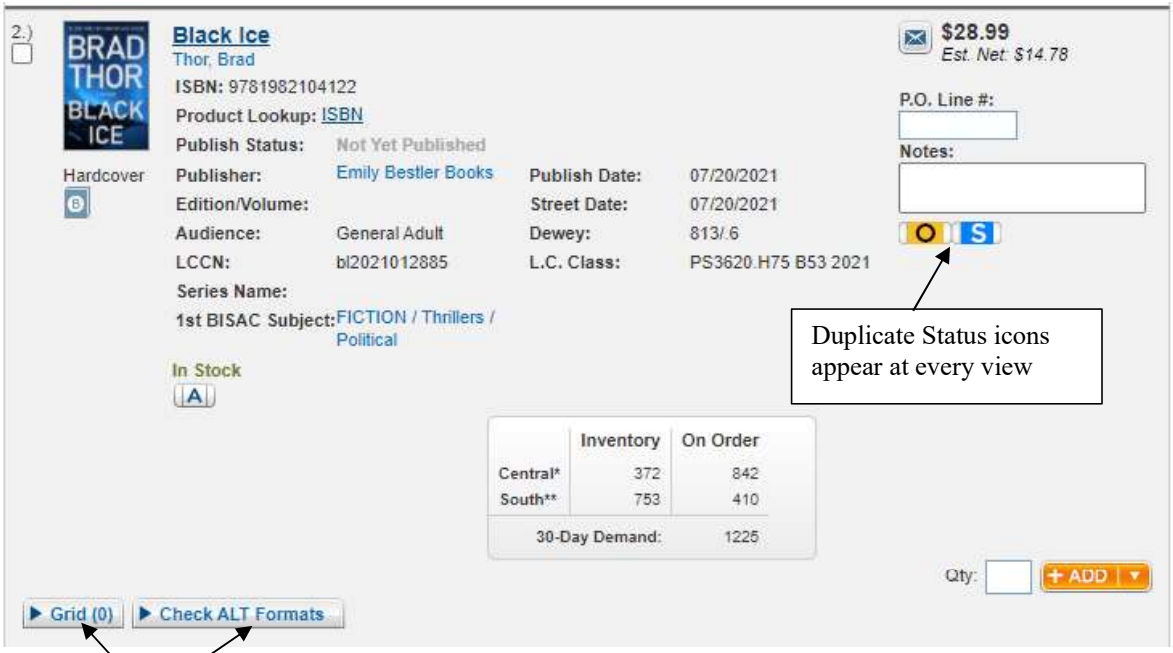
-Largest database of book titles and media products
-Fast, customized search results based on prior searches or user profile
-Intuitive interface
-Inventory view and title searching within cart
-Product release calendar
-Special offers and promotions
-Live customer support
-Customized profiles
-Streamlined order management
-Simple batch entry upload and ordering process

Title Source 360™ makes it faster and easier to order books, movies, or music products — now you can have millions of products at your fingertips with one easy-to-use ordering system.

Customized Search and Browse Capabilities
Title Source 360™ enhanced search capabilities include type-ahead and spell-checking to aid in your search.

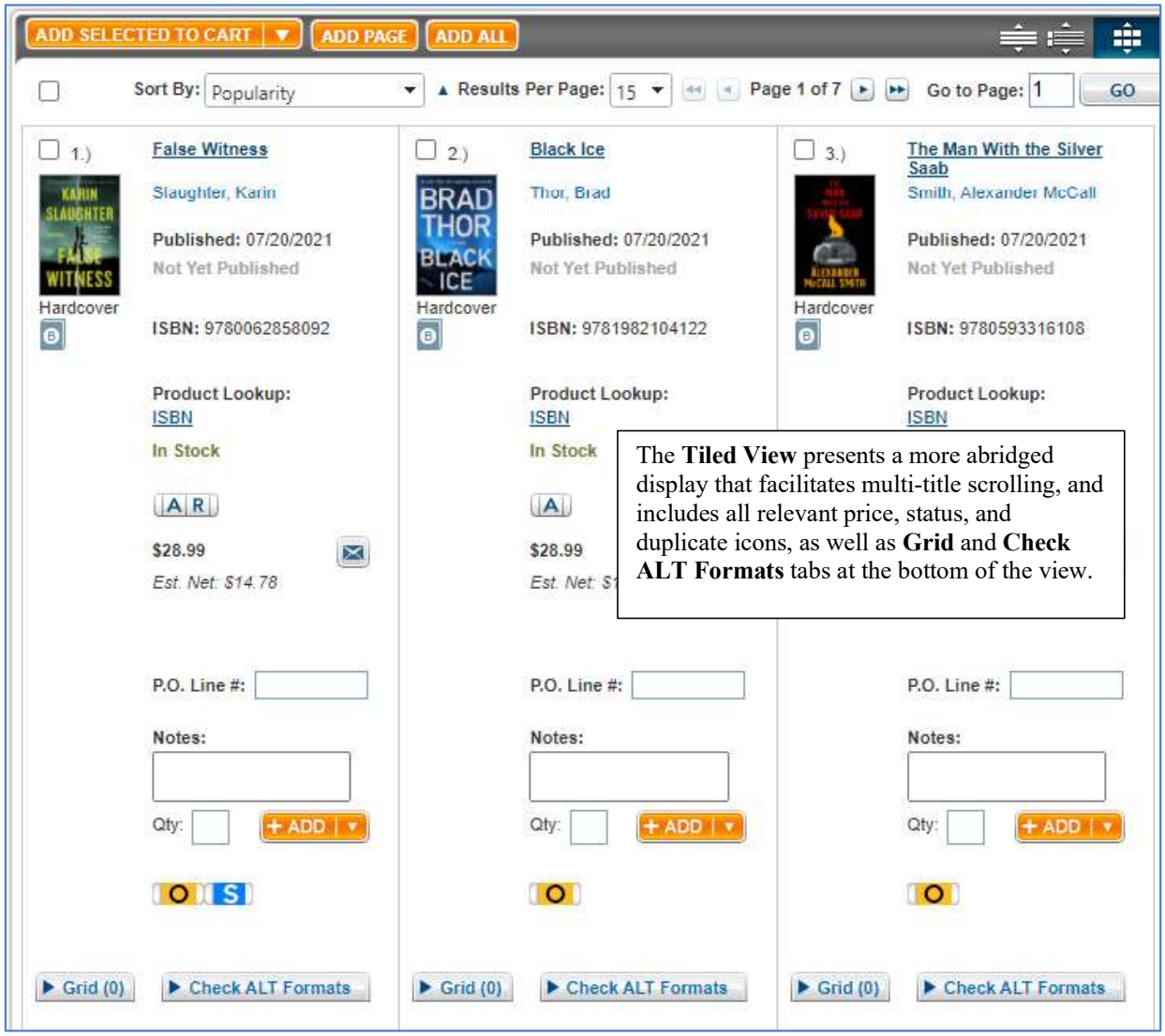
Wealth of data at your fingertips through multiple title views
Multiple title views readily provide publisher/producer status, inventory level, estimated discounted price, cart and order duplicate status icons; the preferred title view can be saved for convenience as part of the user's custom profile. Select sample title views are provided directly below, which include key descriptive information, as well as inventory, net price, and duplicate status indicators.

Sample view of Stacked Multi-Title Format



All Title Source 360 formats include ready access to key information and utility buttons, including duplicate status icons, as well as the Grid and Check ALT Formats tabs, enabling users one-click access to further review and title adding capabilities.

Sample view of Tiled Multi-Title Format



Sample view of Table Multi-Title Format



Enhanced MARC profiler

This feature makes integration with your ILS easy and efficient. Output customized, best available, MARC records with your required ILS data including, but not limited to, notes, location codes, fund codes, collection codes, item template names, etc. to create on-order records. On-order records are used in the acquisitions process and to enable patrons to place holds on pre-pub titles and order materials directly through EDI transmission.

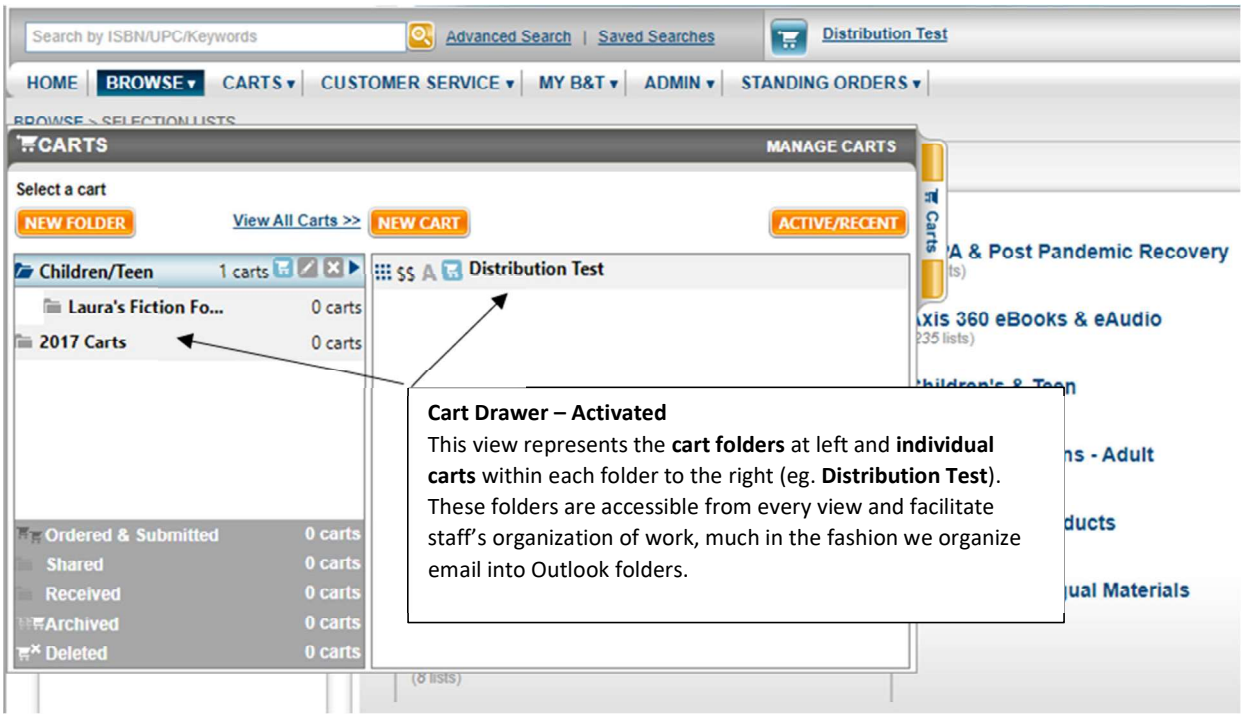
Self-management of MARC Profiles

Library staff may create multiple MARC Profiles for management of different formats; the MARC Profiler offers easy self-service features. B&T staff can also work with Library staff to refine and define additional profile parameters, “if-then” conditional statements, addition/deletion of selected tags, etc.

Easy Cart Management

The innovative cart drawer is easily accessible on every page, so you can keep your lists and carts organized. Carts are routinely managed and placed in user-defined Folders to facilitate organization and retrieval of “in-progress” carts. Additionally, choose from multiple batch entry options: basic data entry, copy and paste and file import—multiple formats are supported.

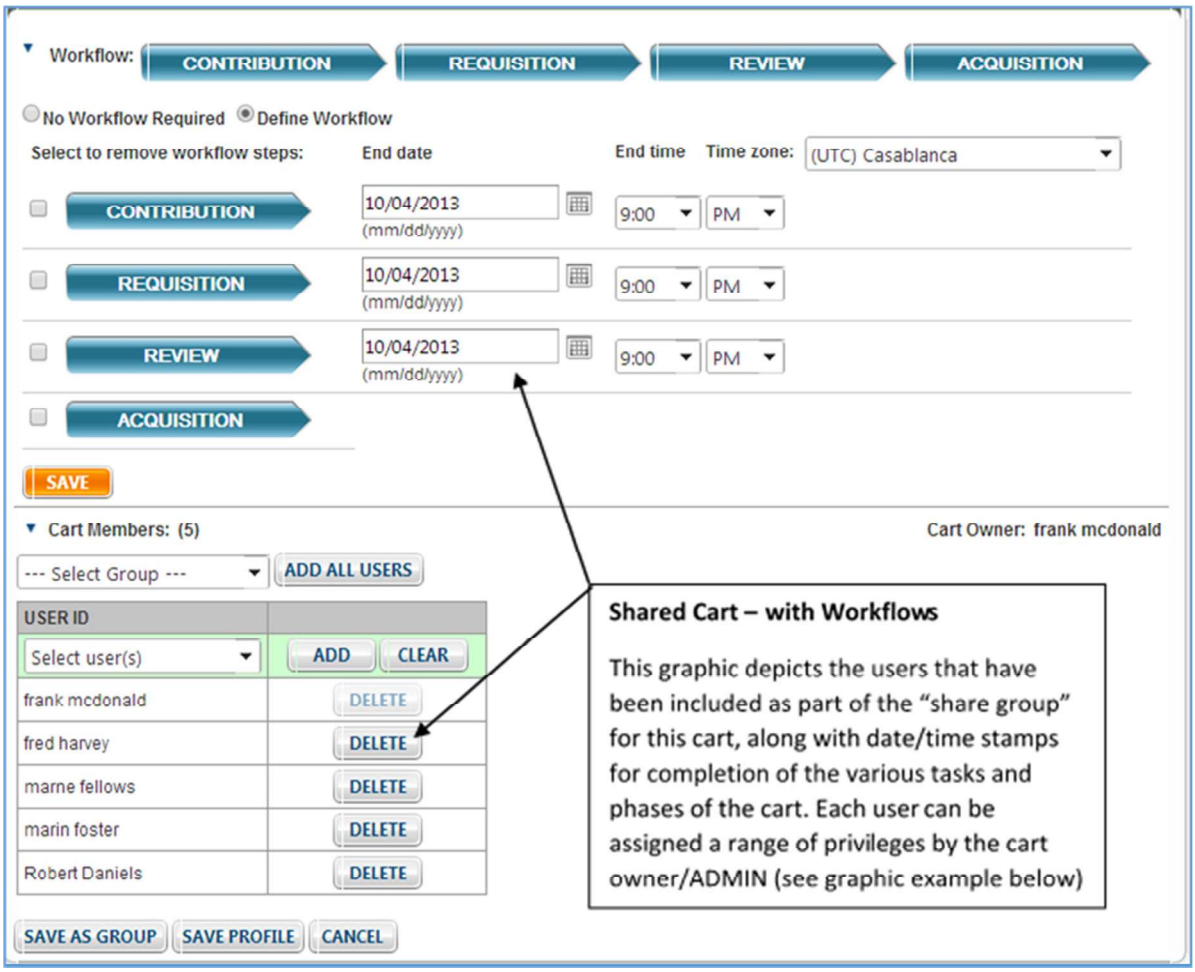
Sample view of the Cart Drawer "slide-out" feature

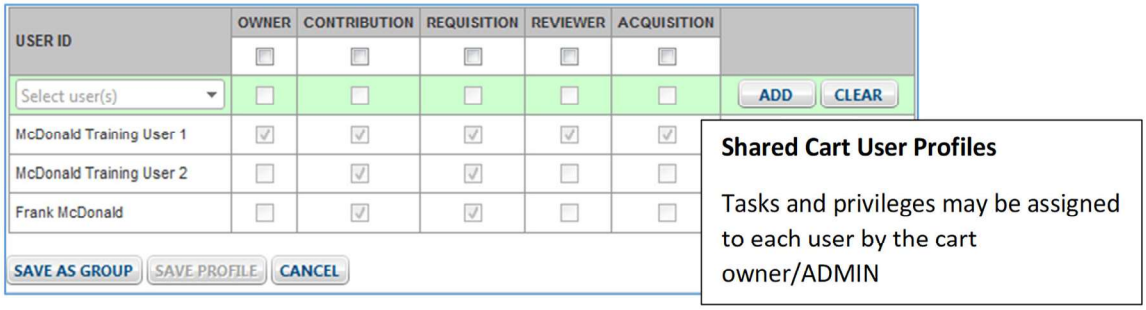


Innovative Shared Cart Workflow

Share carts with selected users and create select Share Groups to share carts in a collaborative fashion. The Shared Carts functionality enables cart owners to assign a range of cart privileges to users of the shared cart, as well as specific completion dates for each phase of the cart (selection, requisition, review, acquisition, etc.).

Sample View of a Shared Cart Workflow and User Profile





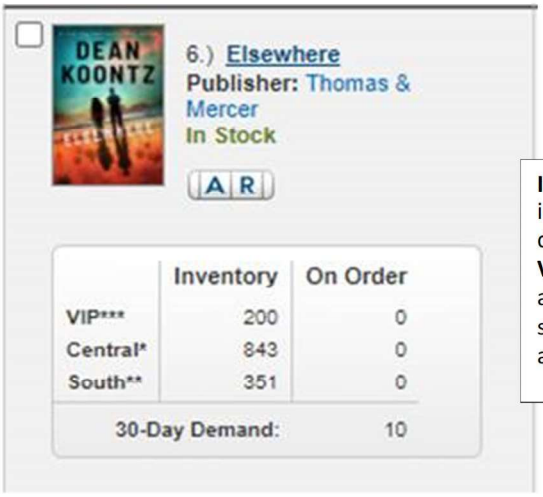
The Title Source 360™ database contains detailed, comprehensive, up-to-date information on over 8 million book titles, 200,000 DVD titles, and 750,000 music titles. Data elements also include: 45 key search indices (including LC and Dewey classes), eleven filter criteria (including stock status, publication date, binding, format, and grade level), and duplicate checking between orders and selection carts.

Additional Features of Title Source 360™ include:

- Updated multiple times daily to ensure accurate and current information, including in-stock titles, pre-publication, and new release titles

- Inventory Display – At multiple views, Title Source 360 displays updated inventory data (typically updated on the hour) for the customer's primary and secondary warehouses.

Uniquely available from Baker & Taylor, publisher inventory is also displayed via our Virtual Inventory Program (VIP). Through VIP, in addition to B&T inventory displays, you also may view inventory on the publishers' shelves. Title Source 360 customers are profiled to see VIP (Virtual Inventory Program) inventory levels from participating VIP Publishers. VIP publishers have committed to provide an expedited level of service for titles ordered under the VIP program.



Inventory Displays include multiple updates daily of inventory positions at the **Central** and **South** distribution facilities.
VIP Inventory positions are presented where available, and represent stock quantities available on publishers' shelves, and serve as one indicator of a title's availability.

- Real-Time Check – inventory totals may be instantly checked in "real-time" via a one click link to "Real Time Inventory"

- Discounted price and list price are automatically presented in all cart views, with no need for a price check.

- Rich bibliographic information, including over 5.2 million jacket images in full color, first chapters, annotations, tables of contents, as well as standard bibliographic data such as author, ISBN, price, publisher/producer, and publication

- Fully searchable Tables of Contents (1,000,000) and Annotations (5.5 Million). Approximately 1.2 million full-text reviews, including Kirkus, Library Journal, Publishers Weekly, School Library Journal, Horn Book, Choice, VOYA, BookPage, BookList, Foreword, AudioFile and E-Streams

- Automatically access titles by review publication date

- Over 45 search indices, including BISAC, LC and Dewey classes

- User-specific preferences manage both the format (book/movie/music and digital content) as well as the Audience Level (selectors may select specific Audience levels to further refine initial views, search results, etc.)
- With one click, a user may remove any preset filters and quickly display a broader set of search results
- Create, merge, copy, export, and transfer selection carts. Carts can even be emailed to other users
- Download MARC records into your ILS system with 9XX tags
- Duplicate checking between orders and selection carts:

Titles in carts are instantly duplicate checked by ISBN across currently held and previously ordered carts or within a workgroup, and across multiple USER IDs.



C – Indicates the ISBN/title is present in another cart, typically an Open cart in progress

S – Indicates the ISBN/title is part of a profiled series that the library has on an existing autoship plan and/or title notification plan

O – Indicates the ISBN/title is present in a cart that has been ordered previously (additional graphics for the “O” icon have been provided.

Title Source 360 is unique in providing dynamic tracking of ordered titles as they move through our fulfillment process. Graphic icons “O” at every view can be clicked to reveal a current status of the item (BACKORDERED, RESERVED, CANCELED, SHIPPED, INVOICE #, ATS #) at that time.

- Duplicate Data for alternate formats of a work may be viewed with one-click access. This feature provides the user with information on any alternate format of the work being searched and also provides a quick summary to identify if any of the alternate formats are currently contained in another cart, in another order, or within Library Holdings.
- Digital catalogs and title listings viewed in TS360 also instantly reflect any duplicate order or cart activity.
- Grid Ordering capabilities for the library to track multiple branch distribution of title copies as well as three other user defined fields
- Grid Order information may be downloaded to the library’s ILS system for ordering and/or transmitted in the electronic order file sent from Title Source 360™
- Access to Book Lease Pre-publication lists and Quick Call Bestseller Book Lease lists
- Access to lookup ISBNs in library OPAC with one click
- Administrator determines levels of access for user IDs

- An Inline Grid Distribution Table is incorporated within the Detailed Title Display to give users the ability to enter multiple rows without having to go to a separate grid screen. It is also available as a popup read-only window for shared grid carts.

- A Requisition Table for shared non-grid carts displays the requisition information supplied by all users and is viewable within the Detailed Title Display or from a popup window when using the Multiple Title Display. Information collected and displayed for each user includes quantity, notes, and any Grid entries.

- Administrators and Cart Owners can find and replace Grid entries that may be obsolete.

b. Comprehensive Supplier Inventory,

COMPREHENSIVE SUPPLIER INVENTORY: For each of the categories covered by this RFP, Respondent shall demonstrate the comprehensiveness of their inventories to meet the needs of a medium to large public library system by submitting evidence that their online inventory includes at least two-hundred thousand (200,000) titles and a publisher base of at least twenty thousand (20,000). Respondent shall affirm that they have a comprehensive online title database of at least two million (2,000,000) titles. Respondent shall specify the number of titles in their database. Respondent shall indicate the number of publishers in their inventory.

Titles should range from classic titles to current best sellers, and include adult fiction, non-fiction, juvenile, and young adult titles. Respondent shall specify the percentage of inventory by age category.

Respondent should indicate any exclusives, (i.e., authors, titles, or formats) their firm provides.

Respondent shall describe their ability to provide materials in the Spanish language and should provide, if available, a publisher list for their Spanish language materials and a title count in their inventory.

If the Respondent has multiple warehouses and the Library account is normally supplied from one regional warehouse, the Respondent should still be able to supply a title not available from the regional warehouse. Respondent shall describe what this would entail (i.e., Library ordering directly from the holding warehouse, etc.), possible delays, etc.

SUPPLIER INVENTORY

Currently, our national distribution centers maintain a combined inventory of over 8 million items representing approximately 500,000 unique media and book titles. We supply all categories of materials for all levels of library patrons, including general adult readers, researchers, professionals, and Children and Teens. In addition to items that are stocked in our distribution centers, we maintain a product database that contains over 16 million items and represents 75,000 publishers/imprints and suppliers.

There are over 7,500 publishers and imprints represented in our current inventory.

In addition, Baker & Taylor has partnered with over 100 of the most important publishers in the business to deliver a unique service, providing us with their inventory positions on their shelves in real time. Baker & Taylor's VIP Inventory Program creates a one-stop shopping experience that will offer you and your patrons the broadest range of titles and inventory coverage in the industry. VIP gives access to an additional 800,00 titles with in-stock availability and adds over 2 million in-stock titles to B&T's offering.

Book Inventory Percentages by Age Range		
	Fiction	Non Fiction
Babies (0-2 yrs)	0.1%	0.0%
Toddlers (2-4 yrs)	0.6%	0.1%
Kindergarten (5-6 yrs)	12.5%	2.7%
Grade 1-2 (6-7 yrs)	8.1%	3.7%
Grade 2-3 (7-8 yrs)	4.6%	2.2%
Grade 3-4 (8-9 yrs)	4.8%	2.2%
Grade 4-6 (9-11 yrs)	9.4%	2.9%
Grade 7-9 (12-14 yrs)	5.9%	1.0%
Grade 10-12 (15-18 yrs)	3.0%	0.4%
Adult (General/Professional/Scholarly/Vocational-Technical)	51.0%	84.7%

Exclusives
Our PawPrints Publishing titles are available exclusively from Baker & Taylor.

Spanish Material
Baker & Taylor carries an impressive stock of Spanish language materials. We currently have over 30,000 titles available to order in Title Source and 19,996 unique titles represented in our current inventory. We have included a publisher list for our Spanish language materials in Appendix 7.

Customized Library Services (CLS) operations for Mesa are located in our Momence, IL warehouse. This staff is trained on your customized processing requirements. If titles order via CLS are not in stock in Momence, publisher purchase orders are immediately created to fill backorder. For product only orders Mesa Public Library can order directly from the Momence warehouse and in addition we can set up a secondary warehouse to meet Mesa's fulfilment needs.

c. Processing Requirements,

PROCESSING REQUIREMENTS: The Respondent shall describe the type of processing services they provide and costs. Respondent shall affirm that billing for processing shall be distinct from that of the books but may be on the same invoice. Respondent shall quote a cost per unit for each operation, (i.e., barcode attachment, jacketing, RFID tags and programming/activating, etc.). Respondent shall also provide a quote for the specific shelf-ready processing required for the Library.

See **Processing and Cataloging Specifications (EXHIBIT 2)** for the processing specifications. Supplies used by the Respondent shall be the same as or equivalent to those provided in the Supplies List. Any proposed substitutions or changes shall be submitted in writing to the Library's Collection Support Services Supervisor.

Respondent shall provide specifics on how, and what amount of credits will be applied to the library if mistakes are made by the Contractor during processing after a six (6) month training period.

Respondent shall provide specifics on the level of customizability that can be provided to the Library.

PROCESSING

Baker & Taylor can fully accommodate Mesa Public Library's processing requirements. Processing for Shelf-Ready Processing as described below will be fulfilled through our Customized Library Services shelf-ready service. Processing is also available as described below using our standard TechXpress processing service options.

CLS Shelf-Ready Processing

The CLS department has over 300 trained professionals staffed to handle the library's customized processing requirements. These staff members are dedicated to meeting the library's requirements and exceeding your expectations. Our commitment to excellence and doing the job right the first time is unmatched in our industry. After cataloging is complete, the processing department completes the physical processing of each item. The processors review the processing instructions gathered at the site visit. Following these instructions, the processor attaches the spine label, barcode, and any special labels required by the library. After the application of all physical components, the library's materials move to the jacket selection area. Experienced technicians size the books so the appropriate Mylar jacket can be applied to the dust cover of the book. After the material is fully processed, it is ready for the final and most important stage in our CLS process, back audit.

RFID

CLS Shelf Ready Processing can also include the application and linking of RFID tags. Baker & Taylor's Customized Library Services has been providing RFID services for print and audiovisual material since 2001 and have linked, printed and/or applied tags for millions of items. As the number of vendors and product offerings has grown with regard to RFID technologies, CLS too has grown in our vendor relationships and linking and application capabilities. We currently work with 3M, Arcus, Bibliotheca, Envisionware, FE Technologies, ITG, Lib Convert, Libramation, MKStaff, PV Supa and Tech-Logic. As this is a developing technology with unlimited potential for library use, Baker & Taylor's Customized Library Services will continue to support the needs and requirements of our customers.

Back Audit

The back audit team is the final step in ensuring the material we ship to the library is of the highest quality and is in compliance with the library's profiled specifications. The CLS back auditors inspect each order by cross referencing the completed processing and the processing instructions gathered at the site visit. Once the library's material passes this stage, the order is ready to be staged for delivery to the library.

With Baker & Taylor's AV Digital Media Processing (DMP), the original artwork is digitally reproduced to your exact profile specifications. As a result, all of the artwork information and all of your vital label details now fit on a single custom printed sheet that is inserted into a sturdy case. DMP also helps reduce the risk of theft as the new artwork now has your library information permanently embedded.

TechXpress Standard Processing

Baker & Taylor offers a comprehensive range of processing/cataloging services for the shelf-ready preparation of book, spoken word audio CD, DVD, and music CD product through techXpress. This service provides cataloging and processing solutions and service levels designed to accommodate every need.

Baker & Taylor provides a wide range of processing options and components; pricing of those components is provided in the Attachment A Pricing Form as requested.

Processing components and options include:

Mylar Jackets –
Protective jackets which enhance durability and extend the circulation life of your hardcovers.

Laminated Covers –
Clear plastic sheet laminated directly onto original paperback cover, extending the life of higher circulation paperbacks.

Spine Label –
Formatted and customized to your cataloging specifications.

Barcode –
Linking your materials to your catalog.

Stamping –
Personalize your materials with custom address information.

Ownership and Custom Labels –
Customized to include your location, website address and bibliographic information.

Theft Detection –
Variety of devices available for books, movies and music products.

RFID –
Application and programming of RFID tags.

Spoken Word Audio –
Repackaging sets into strong cases with a consistent appearance and high-resolution reproduction of original publisher artwork.

Music CD and DVD Processing

Digital Media Processing – for movie and music products
Studio artwork is digitally reproduced, preserving all descriptive information, and integrating all of your label details onto a custom-printed sheet. Original cases may be used; upgraded/locking cases also available.

Shrink Wrap/Security Tape Removal – for movie and music products
Removal of manufacturers' packaging expedites getting DVDs and CDs onto your shelves.

Processing Errors
Baker & Taylor will be happy to correct processing errors as needed whenever possible and whenever they occur, either before or after a six-month training period. If they are any questions or concerns, please bring these to the attention of your project team.

Customization
Customization is specifically what our Customized Library Services (CLS) processing was created for – we are able to offer a high degree of customization through this level of service and will work with the Library to meet their particular specifications wherever possible.

d. Cataloging Requirements,

CATALOGING REQUIRMENTS: Respondent shall describe the services they provide and the cost. Any informational brochures, etc. shall be provided.

Respondent shall also provide a quote for the specific shelf-ready cataloging required for the Library. See **Processing and Cataloging Specifications (EXHIBIT 2)** for the cataloging specifications.

Respondent shall provide specifics on the level of customizability according to the library's cataloging guidelines that can be provided to the Library.

Respondent shall provide specifics on how, and what amount of credits will be applied to the library if mistakes are made by Contractor during cataloging after a six (6) month training period.

Contractor shall provide Machine Readable Cataloging (MARC) records for ordered materials via File Transfer Protocol (FTP). Respondent shall describe any related costs.

Contractor will respond with price quotes within ten (10) business days if changes are needed to adhere to new library cataloging guidelines in the future.

CUSTOMIZED LIBRARY SERVICES CATALOGING

Customized Library Services' custom cataloging is Baker & Taylor's premier service. CLS has performed online cataloging, editing and maintenance for Libraries since 1989. Customized Library Services leverages Z39.50 protocol for accessing the library's database and a resource pool of records from the Library of Congress and any Baker & Taylor created records. This technology allows our CLS catalogers to have access to the most current version of the library's cataloging records without the overhead of being directly online. Records obtained from the Library's database are saved to a library specific work file located in our secure cataloging utility. The records in the work file are used in the creation of spine labels and as a vehicle for providing item-linking information.

Major Features of the CLS Preferred Cataloging Methodology (Z39.50):

Only authorized CLS catalogers have access to the Library's database and work file. The cataloger will process material first by searching for a matching record in the library's database and work file simultaneously.

A successful search occurs when our cataloger matches the data elements found in the appropriate record tags. CLS considers the title, author, imprint/publisher, edition and date of publication when matching a record. During the CLS profiling, the project team will document the appropriate attributes for matching records. When a matching record is found, the appropriate item level information (examples: barcode number, list price, collection code, etc.) is added and the record is saved to the library's work file.

If a record is not found in the Library's database or work file, the CLS Bibliographic Database is searched, followed by LC MARC and the resource databases of BTCat. The CLS Bibliographic Database contains CIP records upgraded to full MARC standards by CLS catalogers, as well as new records created by CLS original catalogers.

If the record is not found in the above resources, the Library may also choose to have CLS search OCLC on their behalf for records not found in the Library's catalog. Once a record is located in OCLC it is saved to the Library's work file and the record is updated to the Library's specifications. Please note that the process of using OCLC is available upon CLS' receipt of a signed third-party agreement which grants permission to our catalogers to access OCLC on the library's behalf. There are no additional charges from CLS for this service. However, it should be noted that all corresponding OCLC charges

will be the responsibility of the Library. On a quarterly basis, an electronic file is sent to OCLC to update the library's holdings for all contributed records.

When a full matching record is found in one of the resource databases, it is edited to meet the library's specifications and the appropriate item tag is keyed added. The record is then saved to the Library's work file.

If the matching record found is not a full level record, the record is upgraded to meet LC standards and is saved to the CLS Bibliographic Database. The record is then further edited to meet the library's specifications and the appropriate item record is added. The record is then saved to the library's work file. The exception to a full level record would be that some AV pre-pub records are not upgraded to full MARC standards. However, these records are upgradeable to the Library's local standards. For libraries that subscribe to BTCat, if a matching record cannot be found in the multi-database search string, a request is forwarded to an original cataloger in the CLS department. Our original catalogers will create a record according to RDA rules. LC authority files are used to validate author and subject headings. Once the record is created, it is saved into the CLS Bibliographic Review File. The library's assigned cataloger is notified, and the record will be edited to meet the library's specification and appropriate item tag is added.

Every title sent to the library will have a full MARC record with the appropriate item tags. If the Library is not a BTCat subscriber, they will have the option of paying for original cataloging with an original cataloging fee per title or we will send a short/brief record as the item tag carrier. The records will either be new additions to the library's catalog, edited and modified to the library's standards, or existing records from the library's catalog.

When the cataloger has completed the order, laser printed label sets consisting of spine, barcode, bibliographic, and other labels as required by the library are printed. The barcode is provided in a standard format, with an eye readable number strip available. All other labels are customizable for font, pitch, boldness and italics. Options for label font include Courier, Times New Roman and Arial and pitches 12, 14, 16 and text can be left justified or centered. For thin books, we can provide one line spine labels and for Picture Books we can provide a larger font author letter spine label. The library will supply a unique barcode range, barcode prefix, and symbology information.

Call number and bibliographic information is extracted directly from the MARC record to ensure accuracy. After the labels are printed, a file of MARC records corresponding to the titles in the order is created. Released records are flagged so they cannot be selected again.

The file of records will be put on the B&T FTP server for the library to retrieve and load. The records are maintained on the Library's work file for historical reference.

Customized cataloging is included in the CLS unit price. For those records where cataloging is not available in the library's database or B&T's cataloging utility, CLS will provide an original cataloging record for $10.00/title (or will provide for free with a subscription to BTCat).

Cataloging Errors
Baker & Taylor will be happy to correct errors as needed whenever possible and whenever they occur, either before or after a six-month training period. If they are any questions or concerns, please bring these to the attention of your project team.

Customization
Customization is specifically what our Customized Library Services (CLS) cataloging was created for – we are able to offer a high degree of customization through this level of service and will work with the Library to meet their particular specifications wherever possible.

MARC RECORDS
The file of customized MARC records will be put on the B&T FTP server for the library to retrieve and load. The records are maintained on the Library's work file for historical reference. The Marc records are included in the CLS unit price.

e. Collection Development Services,

COLLECTION DEVELOPMENT SERVICES: Respondent shall identify, define, and provide a short description of the Collection Development service(s) offered. The Respondent shall provide pricing information for service(s) offered.

COLLECTION DEVELOPMENT SERVICES
Baker & Taylor has formal processes and developed tools that can be used to address almost any library collection development need. The key elements are our professional librarians and technical staff, sophisticated information systems, and robust product database. In addition, B&T Collection Management Services integrate seamlessly with B&T's TS360™ website and shelf-ready services provided by our Customize Library Services organization.

Custom List Production:
Baker & Taylor's Collection Management group has one of the most extensive databases in the industry to support collection projects and ongoing selection. Our selection application can access over 10 million (is this still accurate) book, digital, audio and AV titles. Data points for this application include, but not limited to:

- Dewey Classification
- Library of Congress Classification
- Fiction Genres
- Juvenile Material Type, i.e., Picture Book, Easy Readers
- Subject Thesauri such as BISAC Subject Classifications
- Non-book Material Genres
- Key Word that can be applied to subject access points, full text annotations, and/or tables of contents

In addition to these subject/content descriptions, data can be accessed and output by non-subject descriptive data elements including but not limited to:

- Review Citation
- Level of Readership/Intended Audience (as indexed in TS360)
- Physical Format/Material Type
- Availability Status
- Stock Status
- Date of Publication
- Price

Baker & Taylor's Collection Management librarians also maintain bibliographies that can be used to support library collection development projects. Examples include but are not limited to interdisciplinary multicultural collections that have African American, Hispanic/Latino, and Asian oriented content.

Baker & Taylor provides selection media and title recommendations via the Title Source 360™ website. Data availability includes, but is not limited to the following:

- ISBN/ISSN
- Binding/Format
- List Price, Discounted Price, Delivered Price
- Holdings
- Class Number (s)
- Author/Editor
- Title
- Edition Statement
- Publisher
- Date of Publication
- Series
- Brief Annotation
- Interest Level
- Indication of Status
- Subject Classification
- Juvenile Material Type, i.e., Picture Book, Easy Readers
- Subject Thesauri Elements such as BISAC Subject Classifications
- Non-book Material Genres
- Review Citation indications
- Citation in Industry Standard Bibliographies
- Physical Format/Material Type
- Availability Status
- Stock Status
- Regional and National Demand accumulated from all B&T customers

B&T Sales and Demand Data
As the leading full-service library supplier, B&T has extensive demand and sales data that can be incorporated as selection criteria. This can be used in combination with the above noted integrity-based elements, or separately if the library wants to focus on high visibility/high turn collections. These elements can be incorporated to assure building collections that circulate and/or anticipate patron needs

Information Systems
Title Source 360™ is B&T's web-based solution to the address library collection development and acquisition processes. Title Source is an extensive and accurate information utility that provides easy access to millions of book, digital, audio and video titles. PPL librarians can access profiled/selection recommendation carts that are transmitted to PPL Title Source IDs. Title Source the scheduled carts can be managed by library staff by centralized staff to support coordinated collection development processes.

First Look Custom Selection Lists:
Baker & Taylor offers selection lists under the First Look family of notification services. First Look Custom is a notification service where new and forthcoming titles are sent to your library as Title

Source 360 carts at the end of every month. Titles are split into common collection areas using indexed data points and include the following features:

- Titles reviewed by major publications (including Kirkus Collections)
- Titles included in select B&T programs and publications
- Duplicate management (using ISBN) against previous First Look carts
- Optional automatic grid application at the cart level
- Optional format preference
- Optional duplicate management (using ISBN) against order history

First Look Custom lists can be duplicated managed by previous list history and/or B&T order history. Custom lists also include optional automatic grid application at the cart level.

First Look Plus Selection Lists:
First Look Plus is a notification service where new and forthcoming titles are sent to your library as Title Source 360 carts at the end of every month. Titles are split into common collection areas using indexed data points. Features include:

- Titles included in select B&T programs and publications
- Duplicate management (using ISBN) against previous First Look carts

Baker & Taylor is pleased to offer the City of Mesa First Look™ Basic free of charge. We will be happy to provide pricing for First Look Plus or Custom upon request. The pricing of services is based on your particular requirements and the level of support requested.

cHQ/ESP
If the Library subscribes to collectionHQ, cHQ is part of the B&T family of companies, and we will use evidence as a key element of selection and branch distribution recommendations. The sophisticated analytics provided by this application can assure that regardless of the criteria used to build the collections, the most relevant titles likely to circulate are selected.

cHQ also provides:

Collection Usage
In addition to more traditional collection analysis and collection profiling methods, Baker & Taylor is able to utilize cHQ to provide evidence-based analysis of the library's current collection and usage that could provide insight and benchmarks collection performance.

Weeding Recommendation and Collection Consolidation
Based on evidence from the collectionHQ analysis a suggested weeding and collection consolidation report can be developed and used by the library. Additionally, the weeding reports can be utilized in conjunction with our Sustainable Shelves Program to identify titles that will maximize revenue for books (sold online through SSP) and ensure that weeding will be as efficient as possible and conform to community usage patterns.

Collection Profiling
Baker & Taylor has a proven methodology for profiling collections using all information available, using standard collection development profile survey documentation. cHQ facilitates the easy incorruption of collection performance data, and evidence in profile adjustment, thus reaching to the goal of anticipating rather than reacting to patron needs.

Selection Recommendation
In addition to the traditional profile driven selection support, and based on the library's cHQ data, ESP will be incorporated in selection.

ESP (Evidence based selection planning) cHQ allows Baker & Taylor Collection Management librarians to provide specific relevancy rankings, purchase quantity, and branch distribution for each title that they recommend. It must be noted that ESP is an exceptional analytical tool and is managed in a collaboration of the dedicate cHQ team, B&T Collection Management, and library Collection Developers thus providing the most effective incorporation of evidence and professional judgement.

ESP uses algorithms to compare each title against PPL circulation evidence. Examples of the data being compared and ranked and driving distribution recommendations include and are not limited to:

- How did the author circulate in the past?
- How does the author circulate within the BISAC category?
- How has the author recently circulated?
- How has the BISAC category circulated?
- How has the publisher circulated within the BISAC category?
- How has a series circulated?

B&T/CLS will incorporate any and all of the above noted resources and features in support of on-going selection, one-time/ad hoc projects, replacement projects, and/or Opening Day Collections. A key feature is our project/process management approach, which in addition to assuring that B&T is addressing collection development requirements, assures B&T is providing complete and seamless integration with fulfilment and shelf ready services.

Please see Attachment A for Pricing for CollectionHQ and ESP.

f. Customer Support,

CUSTOMER SUPPORT: Respondent shall affirm that they offer support personnel who shall provide the following products or services:

- Problem resolution, with a guaranteed response time of twenty-four (24) clock hours (Monday through Friday) for all phone calls or correspondence received.
- Contractor shall provide a toll-free number, internet, and technical support for communications problem resolution.

Respondent shall describe their working relationship with Polaris, including interfaces between Polaris acquisitions and the Respondent's system.

Respondent is encouraged to provide Internet access for information on their company's products and services, marketing information, electronic ordering, and ancillary services. Respondent is further encouraged, when providing Internet access, to adopt the current Z39.50 interface protocol standards provided by the National Information Standards Organization (NISO), a division of the American National Standards Institute (ANSI). Respondent shall describe their status as it relates to this standard.

CUSTOMER SUPPORT
CLS Project Management Approach
The formation of Baker & Taylor's Customized Library Services brought with it the development of a project-oriented approach to Ongoing Collection Development, Opening Day Collections, and Ongoing Online Cataloging and Processing. This approach allows CLS management to schedule all facets of a

project or ongoing service, including resources, and provides the foundation and framework for the entire project while creating a mutual understanding of the requirements of both the Library and CLS.

The first step in the implementation of the CLS project management process is the establishment of a project team. All CLS project teams consist of a minimum of a customer success manager (project manager), collection development manager, an automation specialist/cataloging/processing manager, and an account coordinator. Team members are responsible for managing their assigned resources to complete the project. In turn, each team member works closely with the project manager to ensure compliance to all requirements.

The development of the project team begins upon receipt of a completed Customer Needs Assessment or formal/informal proposal request. The project team immediately becomes part of the CLS response team and helps develop an approach that will successfully complete the project and meet the library's requirements. This process ensures that all management resources are in place prior to the submission of our response. Our experience has shown that when the library sets up a project team with similar project responsibilities and scope in advance of the project or ongoing service startup, the documentation and implementation of services is more efficient, accurate, and thorough. Additionally, the library's internal project team, supported by a designated library project manager, can provide a central point of contact for all issues and information. This will help foster communication and ensure that all internal library timelines and schedules are met.

Upon successful award to CLS, the project manager immediately contacts the library's project coordinator to begin developing the partnership that will carry throughout CLS service to the library or the projects' completion. At this time, the project manager contacts the library to review the next steps in the process and possible site visit dates and also requests samples of barcodes, genre labels, ownership labels or other labels as applicable. The project manager will work with the library to schedule a series of conference calls, including the appropriate CLS and library project team members. The goals of these calls will be to establish connectivity to the library's catalog, review the cataloging and processing specifications supplied in the proposal process and further define them if needed, profile any collection development needs, and assist in the coordination of any electronic ordering/account set up. At the end of these conference calls, all CLS project team members will review their notes and provide a comprehensive requirements documentation package to the library. Upon receipt of the library's approval of the requirements package, CLS will create cataloged and processed samples.

Your project manager will deliver these samples to the library, giving the library another opportunity to confirm that CLS understands their requirements. At this time the project manager can walk the library through placing their first orders and discuss a fulfillment schedule with the library.

Ultimately, the key to successful project management is communication. Internally, CLS emphasizes and focuses on team communication for facilitation and completion of all processes and tasks. Externally, this communication is no less important. Team to team communication between the library and CLS builds a confidence and the environment that is needed for the successful completion of any project. In support of this "communications environment", the project manager is responsible for establishing regular conference calls with the library and all the CLS team members. These meetings can serve a number of purposes, such as the regular review of profiles, requirements, and project status updates. Our experience has also proven that these meetings and calls aid in the development of the relationship between CLS and the library by promoting open lines of communication at all times and by helping to resolve any issues or questions to the mutual satisfaction of the library and CLS.

A final component of project management is consulting support. All CLS project managers have significant project and delivery experience that can provide ongoing support and aide to the library. This additional knowledge base is free of charge and comes from working with seasoned project professionals. This support can be an invaluable and timely tool from collection development strategy all the way to the delivery implementation.

Customer Service Team
As a current Baker & Taylor CLS customer, the Mesa Public Library has established project team and customer service relationship with Baker & Taylor. Your assigned CLS Project Team is available Monday – Friday, 5am to 3pm MST. Project team members are available via phone and email. Your Customer Success Manager, Melissa Swain, can be reached via email at melissa.swain@baker-taylor.com, or by phone at 706-215-7929. Your Account Coordinator, Gayle Floyd, can be reached via email at gayle.floyd@baker-taylor.com, or by phone at 1-800-775-3800 ext. 2720.

Online Customer Support (OCS) is Baker & Taylor's web-based account management system. Access to the OCS system is available online 24 hours a day, 7 days a week to search and view account information, orders, and invoices with Baker & Taylor.

OCS' sophisticated search options include the ability to query orders by Purchase Order, B&T Order Number, Order Date Range, and more. The OCS data is updated to reflect the latest order and invoice status, as well as up to six months of history.

The library can obtain updated status information at any time by accessing OCS. A backorder summary report including information on all backordered and cancelled titles is available. The library can go to the reports/downloads tab to request this report, setting date parameters and selecting all accounts or specific ones. The report is emailed to the library within 24 hours.

The Library can also view detailed information on order and account status, warehouse location, quantities and prices, and shipping details. If a shipping carrier such as UPS, has external tracking capabilities, a link in the OCS system will take the Library directly to the carrier's website where additional information on your shipment's status is available. There is even an option that helps the Library to print invoices and order details for record keeping.

Baker and Taylor's hours of general customer service are Monday – Friday, 5 am to 5 pm MST. General library customer service can be reached at 1-800-775-1200.

We will respond to all account queries within 24 hours; however, it may take longer than 24 hours to provide resolution to a more complex issue or question.

Polaris
Baker & Taylor has a working relationship with Polaris and their development staff. Baker & Taylor's products such as Title Source 360™ allow for the export of MARC-based data that can be imported into Polaris for ordering. In addition, Baker & Taylor fully supports enriched EDI ordering and invoicing. Our custom cataloging methodology utilizes the Polaris poly segment ID number to ensure an exact match point for cataloging records. We use a standard Z39.50 protocol to access the Polaris system. We use our internal bibliographic tool to access the Polaris database via Z39.50. We copy existing full level records into a work file and add item level information in the 852 tag. With EDI ordering we can supply the Polaris control number in the 001 tag of the marc record to act as an exact match point and we will provide the poli-seg id in the 852 item tag to provide an exact match point for each item ordered.

g. Edifact Standard for Ordering and Invoicing,

EDIFACT STANDARD: Respondent shall affirm that they use current Edifact standards for the following:

- electronically accept orders,
- confirm orders within twenty-four (24) hours,
- provide electronic invoices.

The Contractor selected shall support Electronic Data Interchange (EDI) utilizing Polaris.

Authorized Library personnel will place orders. All orders (manual, facsimile, electronic) shall reference the delivery order number provided by the City.

Baker & Taylor can accept orders in many different formats. For firm order book, spoken word, music CD, and DVD materials, the library may place orders via telephone, facsimile, printed selection lists, printed purchase orders, or electronically. Electronically includes through the library's Polaris acquisition system as well as our Title Source 360™ database.
For ordering through your ILS, Baker & Taylor has the ability to accept EDI orders from Polaris, provide EDI confirmations of order receipt, and provide electronic invoicing at the time of shipment. Baker & Taylor has a unique workflow that helps the library automate the process of selection to acquisitions. This process starts with Title Source. Here, selectors can assign delivery order numbers to quantities of titles for orders. That group of titles can be downloaded from TS360™ and uploaded into Polaris using the 9XX tag that Polaris has designated for order record creation. After the order record has been created, the library can then send the EDI order. Enriched Edifact ordering is also currently supported by Baker & Taylor. In addition, Baker & Taylor supports ASN receiving through Polaris. Title information can be viewed at any time via TS360™ or Online Customer Service; for more information on Online customer Services please see the section on Customer Support.

h. Invoice Requirements,

INVOICING REQUIREMENTS: Respondent shall affirm the ability to follow the invoicing requirements for all services and products sold to the Library. If Respondent cannot fully meet the stated requirements, Respondent will describe what parts of the requirements they can meet and what parts of the requirement they cannot meet.

Invoices shall be in duplicate and shall list titles of materials invoiced in alphabetical order by the title. Invoices shall include for each item the author, list price, discount, unit cost, and total cost; and should be arranged in that sequence. Paper invoices shall be provided and should accompany shipment(s). If electronic invoices are supplied, a paper invoice in duplicate should accompany the shipment.
Respondent shall provide a sample invoice as part of this proposal.

All invoices shall include at a minimum:

- "Bill To" name and address
- "Ship To" name and address
- Delivery order number
- Title and Author (when an author is applicable)
- ISBN
- Binding (Hardcover, Paperback, Library Binding, etc.) or format
- Number of copies
- List price of item
- Discount (percentage) applied to item
- Discount cost of item
- Net total cost for all copies of item (after discount)

Packing lists shall accompany each shipment and indicate invoice number and delivery order numbers. In the event, a packing list should be missing from the shipment; Respondent will provide a duplicate upon request. Each invoice requires its own packing list.

Original invoices shall follow the billing instructions contained in the account set-up. The Library will establish the account set-up in collaboration with the Contractor.

Invoices may include multiple delivery order numbers but shall be applicable to only one account number.

In the event of a price disparity between the unit and extended price, the unit price shall prevail unless judged in error by the Library.

Contractor shall provide invoice-generating flexibility in order to meet the Library's needs.
All charges for related services (i.e., binding, processing, rush delivery, etc.) shall be placed on the same invoice with, at minimum, separate subtotals for each service.

INVOICING REQUIREMENTS
Book and Spoken Word Audio
Baker & Taylor's book and spoken word invoices include the bill to address, ship to address, unit price, unit discount, quantity, total discount price, ISBN and purchase order number. The library may choose the order in which books appear on the invoice, in the same order as the original purchase order, alphabetically by title, author, or publisher. Cataloging and processing charges can be included in each line's extended price, summarized at the bottom of each invoice. In addition, Baker & Taylor's ATS number (authorization to ship) is included on each invoice and packing slip and will allow the library to match the packing slips to invoices. The shipping label will be marked in the upper right-hand corner with an "I", indicating invoice in shipment.

DVD / Blu-ray and Music CD:
Audio Visual invoices will list the account number, purchase order number, quantity, title, producer's list price, discount, extended price, and total price. AV cataloging and processing charges will be listed on the AV invoice. Titles can be listed by purchase order, artist, and title or item number. The invoice number is listed on both the invoice and the packing list. In addition, Baker & Taylor's ATS number (authorization to ship) is included on each invoice and packing slip and will allow the library to match the packing slips to invoices.

Baker & Taylor includes a detailed packing list with all shipments. Baker & Taylor's ATS number (authorization to ship) is included on each invoice and packing slip and will allow the library to match the packing slips to invoices. Please see Appendix 8 for a sample packing list and invoice.

Book and AV invoices may be included with each shipment and/or be sent separately, dependent upon the library's preference. Invoices can also be sent via EDIFACT, and pdf copies can be downloaded at any time using Online Customer Service.

i. Shipping Requirements,

SHIPPING REQUIREMENTS: Respondent shall affirm they can meet the stated shipping requirements below. If Respondent cannot fully meet the stated requirements, Respondent will describe what parts of the requirements they can meet and what parts of the requirement they cannot meet.

- All orders shall be shipped by UPS, USPS, or Federal Express unless otherwise authorized.
- All shipments for accuracy and completeness before leaving Contractors' dock.

- Contractor shall maintain a ninety-eight percent (98%) rate for accuracy (e.g., items shipped represent the order received) and completeness (e.g., all items appearing on the packing list are shipped) throughout the term of the contract. (The Library will perform monitoring of this process as part of an ongoing contract administration process. Failure to provide this percentage may result in contract default.)
- All multiple carton shipments should have cartons clearly labeled so the Library can discern a total shipment. The number of packages in a single shipment should be marked on the outside of each carton. Delivery order and/or account numbers, where required by the Library, shall appear on the outside of each carton delivered.
- Items shall be packaged separately according to account number and invoice. Multiple delivery order numbers may be combined in one package if the items included are all for the same account number.
- A copy of the packing list shall accompany the shipment to the Library. Packing lists shall include:
  - Quantities
  - Titles
  - Delivery Order number
  - ISBNs, when appropriate
  - Bill To and Ship To information
  - Reference to the corresponding invoice number
- The carton containing the packing list shall be clearly labeled “Packing list included” or similar wording.
- The Library shall not assume responsibility for losses or damage in transit. This shall fall on the Contractor. (The Library will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.)
- No shipping charges shall be allowed. This fact should be taken into consideration when stating pricing. (The only exception(s) where shipping charges may be allowed is for rush shipments or other exceptions agreed upon with the Library.)

SHIPPING REQUIREMENTS

Baker & Taylor will comply with the shipping requirements as outlined.

All books will be packaged (packed and marked) in accordance with the best commercial practices. Baker & Taylor's enhanced shipping label includes the pack date, freight carrier, purchase order number, account number, B&T picklist number, carton number and individual carton weight. Each carton in a shipment is numbered, and the final carton also indicates total carton count (e.g., 1,2,3, and 4 of 4). For book materials, each box can contain a packing slip, or boxes containing a master packing slip are indicated with a capital ‘M’ on the address label. For AV Materials, a packing list is enclosed in each carton of the shipment.

Baker & Taylor utilizes UPS for shipments over 5 pounds. For shipments under 5 pounds, we ship via the United State Postal Service. Invoices are mailed to the library at the time invoicing occurs. Please note that should the library decide at any time to have orders sent directly to branches, an additional per unit charge may apply.

Baker & Taylor will accept the authorized return of items that are damaged, defective, or incorrectly shipped. Please see the enclosed returns policy, Appendix 5, for further details on credits and returns.

Baker & Taylor will send all items Free Shipping, FOB Destination with inside delivery. Please note that should the library decide at any time to have orders sent directly to branches, an additional per unit charge may be applied. The Library will also be responsible for expedited shipping charges for any rush orders that are requested by the Library.

j. Delivery Requirements,

DELIVERY REQUIREMENTS: Respondent shall affirm they can meet the stated delivery requirements. If Respondent cannot fully meet the stated requirements, Respondent will describe what parts of the requirements they can meet and what parts of the requirement they cannot meet.

- Delivery shall be made in accordance with instructions given by the Library with account set-up. If there is a discrepancy between the account set-up and what is listed on the contract, it is the Contractor's obligation to seek clarification from the Library.
- Shipments shall be delivered INSIDE the library building. Contractor shall ensure this notation is communicated to the shipping carrier.
- Contractor shall specify the ability to meet delivery timeframes, inside delivery service and RUSH delivery and delivery days after release.

DELIVERY REQUIREMENTS
Baker & Taylor will comply with the delivery requirements as outlined.

Please see our response to Item 3 below, Fulfillment Rate, for further information on delivery timeframes.

k. Returns,
l. Refunds,
m. Credit Memos,

RETURNS, REFUNDS, AND CREDIT MEMOS: Respondent shall affirm they can meet the stated requirements below. If Respondent, cannot fully meet the stated requirements, Respondent will describe what parts of the requirements they can meet and what parts of the requirement they cannot meet.

- Return for credit or replacement of defective materials, those damaged in transit, and items different from those ordered shall be permitted.
- Contractor agrees to pay transportation charges on the return of imperfect materials or titles not ordered.
- Items received in damaged condition shall be returned to the Contractor for replacement or credit at no expense to the Library. The Library prefers replacement to credit.
- Refund checks and credit memorandum shall be executed based on the policies of the City of Mesa.

Respondent shall provide the Library with a copy of their return policy, credit memo procedures, and other relevant documentation as part of this proposal.

RETURNS, REFUNDS AND CREDIT MEMOS
Baker & Taylor will accept the authorized return of items that are damaged, defective, or incorrectly shipped. Please see the enclosed returns policy, Appendix 5, for further details on credits and returns, and a sample Return Authorization Form. To make a return, simply contact your Account Coordinator, Gayle Floyd, within the time period specified to obtain an authorization number for your return. Once the authorization has been obtained, the library can either have a no charge replacement shipped to the library or may have the credit applied to the invoice in question.

n. Multiple Accounts.

MULTIPLE ACCOUNTS: Respondent shall affirm that they can provide for use of multiple accounts that will designate different services (i.e. Rush, Processing, No processing, etc.).

MULTIPLE ACCOUNTS
B&T has developed an account set-up methodology to aid in the ordering and delivery process. Additional accounts will be set up as required by the library. For example, the library may want to separate out genre, large print or board books. This account set up process ensures that the shipment is delivered according to the needs of the library.

2. Respondent shall describe their understanding and method of approach to meeting the Essential Services as described in the scope of work, including:

a. Ability to check order status and print invoices online,

ABILITY TO CHECK ORDER STATUS AND PRINT INVOICES ONLINE: Respondent shall describe what, if any, capability they have to allow the library to check order statuses and invoices online, as well as whether these can be downloaded and printed.

Online Customer Support (OCS) is Baker & Taylor's web-based account management system. Access to the OCS system is available online 24 hours a day, 7 days a week to search and view account information, orders, and invoices with Baker & Taylor.

OCS' sophisticated search options include the ability to query orders by Purchase Order, B&T Order Number, Order Date Range, and more. The OCS data is updated to reflect the latest order and invoice status, as well as up to six months of history.

The library can obtain updated status information at any time by accessing OCS. A backorder summary report including information on all backordered and cancelled titles is available. The library can go to the reports/downloads tab to request this report, setting date parameters and selecting all accounts or specific ones. The report is emailed to the library within 24 hours.

The Library can also view detailed information on order and account status, warehouse location, quantities and prices, and shipping details. If a shipping carrier such as UPS, has external tracking capabilities, a link in the OCS system will take the Library directly to the carrier's website where additional information on your shipment's status is available. There is even an option that helps the Library to print invoices and order details for record keeping.

b. Ability to check order history online,

ABILITY TO CHECK ORDER HISTORY ONLINE: Respondent shall describe the capability of checking order history online.

In addition to the capabilities mentioned above in OCS, Title Source also offers additional access to order history information and details:

Titles in carts are instantly duplicate checked by ISBN across currently held and previously ordered carts or within a workgroup, and across multiple USER IDs.



C – Indicates the ISBN/title is present in another cart, typically an Open cart in progress

S – Indicates the ISBN/title is part of a profiled series that the library has on an existing autoship plan and/or title notification plan

O – Indicates the ISBN/title is present in a cart that has been ordered previously (additional graphics for the "O" icon have been provided.

Title Source 360 is unique in providing dynamic tracking of ordered titles as they move through our fulfillment process. Graphic icons "O" at every view can be clicked to reveal a current status of the item (BACKORDERED, RESERVED, CANCELED, SHIPPED, INVOICE #, ATS #) at that time.

c. Reports,

STATUS REPORTS: Respondent shall affirm they can meet the stated requirements below. If Respondent cannot fully meet the stated requirements, Respondent will describe what parts of the requirements they can meet and what parts of the requirement they cannot meet.

- Contractor shall advise the Library, in writing, of any product not in stock, and/or product(s) that are out of print and/or products(s) that have ceased publication or are no longer available as a continuation.
- Contractor shall specify the normal timeframe in which the notification occurs. This information may be included on the packing list or the invoice.
- Contractor shall provide a current list of definitions of all status codes. Contractor shall provide a sample report as part of this proposal that includes definitions for all status codes (i.e., "Out of Print" (OP), "Out of Stock Indefinitely" (OSI), "Back Order" (BO), "Not Yet Published" (NYP), "Apply Direct" (AD).

Respondent shall describe any available real-time reports accessible through the title database.

REPORTS
Baker & Taylor can comply with the reporting requirements as outlined.

Customized Library Services (Shelf-Ready) Status Report
Items ordered, but not immediately available (first shipment), will be listed on our status report. This report will accompany your invoice. Status reports will include all backordered items, as well as explanations for cancelled items. Status reports are also available upon request.

A sample standard status report is provided in Appendix 9. A monthly order status report including information by title for items on backorder or in pending status will be provided as listed in our example. Cancelled items are also listed. A summary of expenditures by account can also be provided. A current list of status codes is included in Appendix 9.

Please see item E below, regarding Standing Orders, for information about our Continuations Reports.

d. Collection Management Tool(s),

COLLECTION MANAGEMENT TOOL(S): Respondent shall describe any tools they offer for collection management. The Library is particularly interested in weeding tools, Dead on Arrival Tools, and Budget planning tools. Respondent shall also provide a quote to use any collection management tool.

COLLECTION MANAGEMENT TOOL(S)
collectionHQ
collectionHQ is the world's leading evidence-based collection performance improvement solution. Based on the proven Evidence Based Stock Management (EBSM) methodology, collectionHQ's

powerful toolset analyzes library circulation data to produce actionable insight that helps librarians to develop and manage their collections more efficiently.

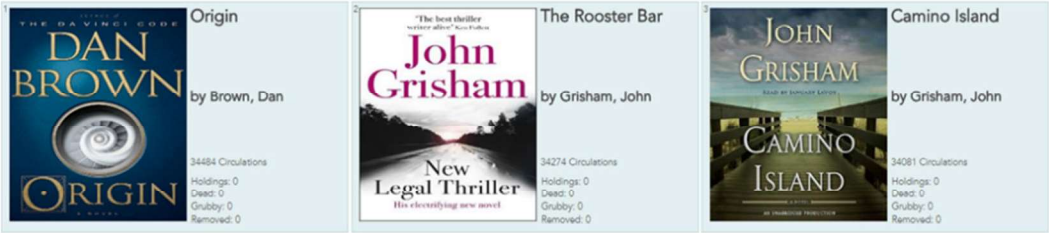
Evidence Based Stock Management (EBSM) is a complete library collection performance improvement methodology which compares historical and current information about collection use with local target settings to assist librarians in making collection management more effective, more patron-focused, less wasteful, and more measured and performance based. The power of the methodology comes from the provision of an EBSM Toolset that helps to drive performance towards targets.

EBSM is being used by libraries across the globe and is only available through collectionHQ.

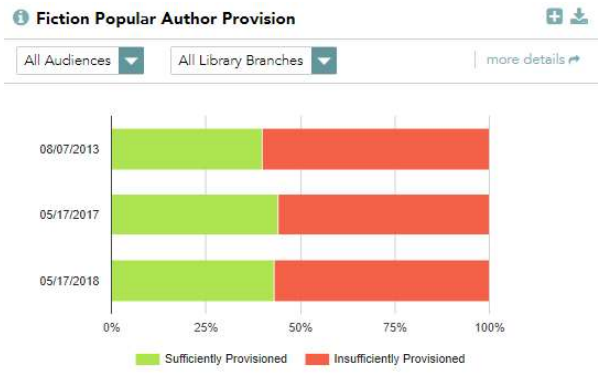
Save time
From collection maintenance to collection development, collectionHQ enables librarians to perform tasks that used to take weeks or months in a matter of minutes, freeing up staff's time to spend on other important activities that add value to the patron experience.

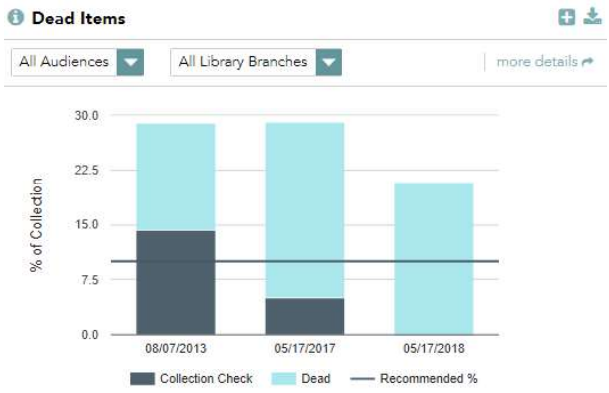
Make collection budget go further
collectionHQ provides an evidence-based account of collection usage to help redistribute dead items to locations of higher demand, and to support better selection decisions. From branch to format and subject to genre, selection staff can analyze an item's performance to create detailed spending plans that will inform subsequent purchases.

collectionHQ's unique and powerful 'Discovery' tool reveals top circulating titles at libraries on a local, regional, and national level. Staff may then compare items against the library's own holdings to identify specific, high performing titles that are not in the collection.



Improve Performance
Regular use of collectionHQ's comprehensive toolset is proven to increase turnover and circulation of library collections. Librarians can monitor performance with the collectionHQ Dashboard which offers a customizable view of charts and graphs that helps to identify trends and areas for improvement.





ESP – Evidence-Based Selection Planning

Evidence-Based Selection Planning - ESP brings the art of Baker & Taylor's collection development expertise together with the science of collectionHQ's data analytics, to create a decision support system integrated with Title Source 360™ to help libraries to select the right titles and quantities, for the right locations.

Which titles?

ESP's powerful ranking tool harnesses the same Machine Learning methods that drive Apple's Siri, Google's Assistant, and the recommendation engines at Netflix and Amazon to predict how current and forthcoming titles will perform in the future. Predictions are drawn by analyzing key data points about each title such as the author's past performance, the BISAC Subject performance, how the author has performed in this BISAC Subject Group, reviews on the title, demand, and many more.

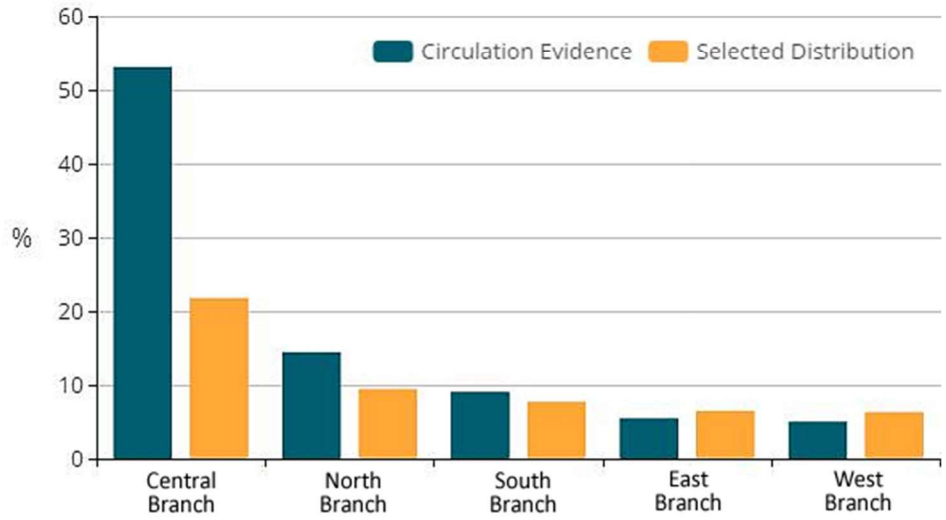




How many copies? To which branches?

Based on predictions from the ranking process and local circulation evidence, ESP's Distribution component recommends how many of each title to buy and how to share those titles across library branches. ESP understands that every community is different and so empowers you to create unique distribution goals, such as minimum and maximum quantities, to meet the needs of each branch.

	TOTAL TITLES	TOTAL COPIES	BRANCHES	LIST PRICE	EST. NET PRICE	BRANCH DISTRIBUTION
Total	23	252	13	$6,471.02	$6,471.02	
- Book	14	165	13	$3,671.21	$3,671.21	
Kiss the girls	10.0	50	13	$499.50	$499.50	
Texas Ranger	10.0	50	13	$1,400.00	$1,400.00	
The Pharaoh Key	7.0	30	13	$840.00	$840.00	



collectionHQ and ESP – The Proven Solution

Break the Cycle
A recent study found that on average 16% of physical items in collections at public libraries in the U.S.A. have circulated just once, or not at all.
ESP with collectionHQ helps to break this cycle:

- Use ESP to help select the right pre-published titles, in the right categories then distribute to the right locations to satisfy patron demand and boost circulation.
- Apply collectionHQ's Discovery tool to identify popular items that your library doesn't own or to evaluate backlist titles and how they work in other libraries.
- Monitor performance and make continuous collection improvements with collectionHQ's Dashboard.

Please see Attachment A for Pricing for CollectionHQ and ESP.

e. Training, Annotated Lists and Catalogs.

TRAINING: Respondent shall affirm they can meet the stated training requirements. If Respondent cannot fully meet the stated requirements, Respondent will describe what parts of the requirements they can meet and what parts of the requirement they cannot meet.

- Contractor shall provide a minimum of eight (8) hours of training on the title database system once operational, at no charge to the Library.
- Contractor shall provide a minimum of eight (8) hours of training after new major releases or upgrades to the title database system at no charge to the Library.
- Contractor shall provide training at least twice a year for new staff, advanced searching techniques, etc. at no charge to the Library.
- Contractor shall describe what various training opportunities on their online title database system are provided to the Library at no charge (i.e., on-site training, web-based training, handouts, etc.)

TRAINING
Baker & Taylor will support Mesa staff with on-site training from our local consultants as well as support from our key development staff and development teams. We do not charge for training and are eager to support the library with any instruction necessary.

ANNOTATED LIST / PUBLICATIONS CATALOG: Contractor shall provide at no charge an annotated list and/or catalog of:

- Popular trade titles, based on trade pre-publication publicity (i.e., best sellers), information, at least two months prior to publication
- Available continuation titles, quarterly, in subject category order that reflects selected titles suitable for public libraries
- Upcoming and available DVD by title or subject, at least quarterly
- Upcoming and available Spoken Word, at least quarterly. The list shall include author, title, narrator, ISBN, format, and price. The publisher of the titles shall be evident.

Contractor shall accept orders for these titles and be able to supply them to the Library as high-priority items when available. Contractor shall specify the approximate days after the publication release date that the Library can expect delivery. Sample of list(s) and/or catalog(s) shall be submitted with Respondent's proposal. Lists may be in print and/or online. The Respondent shall provide the URL and a free thirty (30) day trial of the site during the proposal review process.

ANNOTATED LIST / PUBLICATIONS CATALOG
Baker & Taylor produces publications that are crucial information sources for making purchasing decisions. You can find all the hot new release and forthcoming title information available with these periodicals.

You can find Baker & Taylor's publications on the web in pdf format. In addition, Baker & Taylor has the ability to provide the contents of any individual catalog as a Title Source cart or a file of Machine Readable Catalog (MARC) records that could be loaded as a selection list in your ILS and/or matched against records in the national Online Computer Library Center (OCLC) bibliographic database, as well as information about providing MARC records for titles ordered. You may view examples of these publications on our corporate website (www.baker-taylor.com) or on Title Source (login using your current credentials) and you can find these under the "Browse" menu as "B&T Publications."

At Home
Distributed every Spring, this publication is timed perfectly with when home improvements are top of mind. Spring is time to spruce up the yard, reorganize the clutter, plan that much-needed renovation, update and repair the plumbing, and redecorate one's living space, and this special annual catalog's contents will show you how.

At Home encompasses a rich variety of new, recently published and forthcoming books, in hardcover and trade paperback. It features an outstanding collection of works for both adults and children, covering such topics as Antiques & Collectibles, Cooking, Crafts & Hobbies, Family & Parenting, Gardening, House & Home, Pets and Self-Help for a Happy Home.

CATS Series - Automatically Yours
CATS Series features the newest and most popular continuing series for public libraries, including picture books, easy-to-read, juvenile fiction and nonfiction, graphic novels/ Manga/ comic strip books, teen fiction and nonfiction, and Spanish/bilingual titles. New titles are shipped to you automatically upon publication when you request the series appropriate for your children's and teen collections.

Forecast
Forecast is our monthly publication promoting forthcoming hardcover and paperback book titles. Forecast provides information on future best-sellers and noteworthy mid-list titles, as well as monthly subject collections, so you can make well-informed buying decisions.

Graphic Novels
Graphic Novels is the Baker & Taylor catalog exclusively for graphic novels, one of the fastest growing genres in books. Graphic Novels, a full-color publication, offers many pages of title lists, advertisements, merchandising tips and insight into the unique "language" of this specialty category. Graphic Novels is published quarterly.

Sections include:
Graphic Novels Top 25 Best-sellers
Graphic Novels Front List (New Titles)
Graphic Novels Core Lists - Series & Manga Titles, Stand Alone Titles and Drawing Techniques Titles
Exclusive Interviews with Authors and Illustrators
Award-winning Titles (including Eisner Awards and Harvey Awards)

Growing Minds
This publication is a comprehensive guide to Baker & Taylor's juvenile selections featuring titles appropriate for all interest levels, from toddlers through young adults. Published 10 times a year, each

issue of Growing Minds contains special collections that cover a variety of subjects of interest. Please note the June and July issues are combined, as are the November and December issues.
Contents of Growing Minds include:
Audiobooks
Board Books
Preschool
Picture Books
Early Readers
Middle Readers
Young Adult
Selected Series
Exclusive interviews with authors and illustrators
Periodic sweepstakes featuring prizes from renowned authors and illustrators
Special collections highlighting seasonal themes and trends

Humanitas
Baker & Taylor's digital catalog for general humanities and social sciences disciplines includes books on the visual and performing arts, literature, philosophy, law, politics, history, religion and much more.

Scope
Scope is Baker & Taylor's catalog of recently released and best-selling hardcover and paperback titles covering the science, technical, medical and academic genres. It is published three times a year.

Spirit
Spirit is Baker & Taylor's quarterly preview of notable religious, inspirational, motivational and spiritual titles. In these trying times, these titles will always be popular with your customers and patrons. Featuring more than 200 fiction and nonfiction titles, Spirit promotes both books and spoken-word audio titles. This publication also provides annotated title listings for topics that range from world religion and family relationships to scripture and home lifestyle, from spiritual healing to dealing with grief. These are books and audio books for today's confusing and challenging times.
Contents of Spirit include:
Adult Books
Children's Books
Audio Books
STEAM Ahead
STEAM Ahead is a digital publication dedicated to providing valuable information from the publishing community and presenting title offerings that align with and support the STEAM curriculum. STEAM integrates elements of science, technology, engineering, art and mathematics to expand how students learn about the world around them.

Travel
Travel is the Baker & Taylor catalog exclusively for all of travel needs. Take advantage of the new digital format and order directly from the page. Travel, a full-color publication, offers many pages of title lists, advertisements, merchandising tips, and insight into this selection.
Sections include:
American Vistas - Books and guides for traveling around the U.S.
Beyond the Borders - Titles for exploring internationally
Popular travel series listings like Zagat and Lonely Planet

UP Close
UP Close focuses on the best regional titles published by university presses. This issue features recent, new and forthcoming titles of local and regional interest. UP Close is published biannually.

Uptake
UPtake focuses on the best books published by university presses. This issue features recent, new and forthcoming hardcover and paperback books, UPtake is bound into the March and November issues of Forecast. UPtake is published biannually.

STANDING ORDERS: Respondent shall identify, define, and provide a short description of the standing order service(s) offered. The Respondent shall provide a schedule of discounts for the standing order service(s) offered. For this RFP, the Library requests the Respondent to provide titles generally found in medium to large public libraries. Other, more specialized standing order titles will be included in another RFP.

STANDING ORDERS
B&T offers several automatic shipment programs designed to assist with the expedited order and delivery of anticipated bestseller titles.

Automatically Yours
Baker & Taylor's Automatically Yours program delivers the latest publications from popular authors right to your door. Select your favorite authors, and Baker & Taylor will send the latest titles as soon as they are released.

Automatically Yours has 8 different programs to choose from:

Popular Adult Fiction Authors – featuring over 1,000 fiction authors
CATS Authors & Illustrators – featuring over 600 of the most popular children and young adult authors, both fiction and non-fiction.
CATS Awards – featuring more than 80 professionally selected national and international children's and teens awards
Spoken Word Audio
Large Print Popular Adult Fiction Authors
Book Club Plans - Baker & Taylor offers 4 different Book Club Plans to help meet your patrons' needs:
- "Today" Show Book Club
- Reading with Ripa Book Club
- "Good Morning America" Book Club
- "Oprah's" Book Club
- (although Oprah has discontinued her book club, she will occasionally recommend titles. We will continue to automatically ship these titles)

Inspirational Authors – Offers over 250 authors to choose
Graphic Novels - Available for Adult and Teen titles. Choose from 500 series.

CATS Series (Children's and Teens) (popular series automatic shipment)
This service provides the newest and most popular continuing series for libraries, including picture books, easy-to-read, juvenile fiction and nonfiction, graphic novels/Manga/comic strip books, teen fiction and nonfiction, and Spanish/bilingual titles. New titles are shipped to you automatically upon publication when you request the series appropriate for your children's and teen collections.

Additionally, we provide confirmation reports on forthcoming titles including information such as ISBN, publisher, and order status.

Leasing Programs (subscription services)
Book Leasing
Baker & Taylor's Leasing Programs are a great way to increase your library's number of popular, best-sellers temporarily, to cover high patron demand, with the ability to return them when that patron demand has subsided.

Our Lease programs provide Libraries with an efficient and economical method for maintaining an inventory of the most current, high demand, titles. The programs are simple and are focused on the titles that truly satisfy patron demand.

Pricing is dependent upon the plan size selected. Please contact your Sales Consultant for details.

Paperback Purchase Plans – PARADE Programs (subscription service)
Baker & Taylor's Parade programs provide standing order service plans for popular paperback books, board books, audiobooks, and prebinds. Each plan offers a predetermined number of professionally selected titles, at one set annual price.

Only The Best Of Available Titles Are Chosen
Thousands of new titles are reviewed each month by our collection development and buying professionals. Selections are made based upon understanding of the readership in each plan, always opting for the titles that would most appeal to that particular group. On schedule, the titles are automatically delivered to your library in monthly shipments.

Pricing is dependent upon the plans selected.

Continuation Services & Standing Order Programs
Since 1958, Baker & Taylor has serviced libraries worldwide with our Continuation Services program. Baker & Taylor has extensive knowledge and experience in this area and offers the most comprehensive program available in the industry. This economical and efficient service enables librarians to select the titles they need on a standing order basis, order from a single source, and manage costs and collections with precise reports. Our commitment to customers is to regularly monitor 40,000+ Series offerings from 14,000+ Publishers to identify, order and ship titles in a timely and efficient manner. Our seasoned buying department promptly places orders with series publishers 3-6 months prior to publication date to ensure that our customers automatically receive standing order titles in a timely manner.

Discounts for traditional standing order services (continuations) are provided in Appendix 2.

Only Baker & Taylor can provide ALL of the following standing order services to the library:
- Access to a 40,000+ Series/title database
- 14,000+ publishers monitored
- Free Price Quotation Service
- Alternate-year cycling
- Free Comprehensive Management Reports
- Customized Subject Selection Lists
- Processing components (Value-added services)
- Series & Title Status reports delivered electronically
- Navigator (quarterly publication of Continuations titles)
- Free Account Transfer Service
- Publisher flyer mailings announcing "new & noteworthy" Series

Baker & Taylor Continuation Services Support Center
Librarians are busier than ever and are constantly inundated with information. They're faced with tighter budgets, fewer staff, and ever-increasing demands for time and information. We fully recognize that our customers need to be aware of essential series offerings that can help better serve their patrons. The Support Center representatives will supplement the relationships our customers already have with their Field Sales Consultants and Continuation Services Customer Account Representatives, by keeping customers informed of important Continuations products and services.

The Support Center team utilizes a variety of resources, including series analysis reports, customized series selection lists, electronic and phone communication, to build and maintain a bond with our Continuations customers. Personalized, direct communications give our library customers the specific information they need.

Not only can our Support staff analyze your currently profiled series, but they can also provide specialized selection lists for your review. The following is just a sampling of series selection lists, which are currently available upon request: Top 100, Essential Reference, Medical Reference, Travel, Test Preparation, State-specific series, Antiques & Collectibles, Publisher-specific series, and many more.

The staff of the Continuations Support Center is at your service. To learn more about the Support Center Team, please contact us at btcontinuations@baker-taylor.com.

Series
Our Continuation Services database includes 40,000+ Series representing in excess of 250,000 individual titles. These include numbered and unnumbered monographic series, proceedings, non-subscription serials, sets in progress, selected U.S. government documents, and publications of the United Nations and other international agencies, as distributed in the U.S. Some of our best-selling series include World Almanac and Book of Facts, J K Lasser's Income Tax Guide, Guinness World Records, Writer's Market, Rand McNally Road Atlas, Kovel's Antiques and Collectibles Price Guide, Physicians' Desk Reference, Peterson's guides, Fodor's travel guides, and Scott Standard Postage Stamp Catalogues.

Unlike other vendors in the industry, B&T does not limit your selection of series and titles to a closed listing. B&T offers series from a wide variety of publishers and has an extensive offering in text, technical and reference series collections. If you are interested in receiving a series, which is not in our database, we will contact the appropriate publisher to determine its availability and will establish it for you.

Continuation services series/title support is available online, via Title Source 360.

The benefits of this system include:

- View/modify your CS profile online. Subscribers can make title changes, add series, or review pending shipments at their convenience.
- Access to Enriched Series/title database containing over 250,000+ titles. Search options include ISBN, title, publisher, author, editor, subject categories, and more.
- Online claims and new series request service - Now, claiming a specific issue or requesting new series is only a mouse-click away. Our program specialists will constantly monitor submitted claims and provide daily updates, so subscribers can make informed decisions.
- Alphabetical search function which enables a user to easily navigate through their profiled series based on the first letter of a Series title.

Reports
A variety of reports can be prepared based upon specific customer needs in both electronic and print formats. Master profile reports, backorder status reports, shipping & invoice histories are available in Excel and Word formats. Upon request, Continuation Services can customize and sort the data contained in these reports based on frequency, price, subject or other individual customer requirements.

3. Respondent shall describe their understanding and method of approach to meeting the Fulfillment Rate and Related Factors as described in the scope of work, including:

a. Number of Days Between Receipt of Order & Shipments,
b. Number of Days Between Publication Date and Shipment,
c. Warehouse Locations.

FULFILLMENT RATE: Respondent shall specify the number of days between the receipt of an order for a published title and its shipment.

Respondent shall specify the number of days between the date of publication for a standing order and its shipment – if applicable.

- Ninety percent (90%) of all on-hand (in stock) items, with no processing requirements, shall arrive at the Library within seven (7) working days from original order receipt date.
- Ninety percent (90%) of all on-hand (in stock) items ordered, with processing and cataloging, shall arrive at the Library within fifteen (15) working days from original order receipt date.
- On-hand (in stock) priority items shall be mailed or shipped by the Respondent so they arrive at the Library processed, if applicable, within five (5) working days from order receipt date. Respondent shall indicate as part of this proposal the method of mailing or shipping which will be used for priority items.

Items back ordered by the Respondent from their supplier shall arrive at the Library processed, if applicable, within fifteen (15) working days after receipt by Respondent.

The Respondent shall specify where warehouses are located and which would be used to supply this account.

FULFILLMENT RATE
For in-stock items that are ordered product only (no cataloging and processing) or mylar jacket only, the majority of your orders will be shipped within 1-3 business days of receipt of order. For in-stock items that are ordered with TechXpress processing, the majority of your orders will be shipped within 5-10 day of receipt of order. Priority orders will be shipped as requested. Rush materials should not exceed 20% of the library's purchases.

CLS Orders
Baker & Taylor and CLS understand the need to bring to the library high demand material as soon as it becomes available. To that end, Baker & Taylor has streamlined its receiving and operational process to ensure the fastest possible turn time. In addition, CLS has developed processes for our public library customers that identify the top demand titles in order to expedite all facets of fulfillment, from receipt from the publisher through shipping. This helps guarantee street date delivery of shelf ready popular material for these high visibility/high demand titles.

Our commitment for those titles that have established street dates will be to ship the material 5-10 days after receipt from the publisher. Materials are typically received from the publisher several days or weeks prior to street date thereby giving CLS ample time to provide the materials by street date. It will be our target to get that material cataloged and processed within the time frame above but based on operational and fulfillment condition this goal might not be obtainable 100 percent of the time.

Typical shipment delivery time frame from our Momence warehouse to the Mesa Public Library is 3-4 business days.

Baker & Taylor has distribution centers in Momence, IL and Commerce, GA and your accounts are serviced from our Momence, IL warehouse.

4. Respondent shall provide as references the names of three (3) public libraries for which Respondent has supplied services of similar quality and quantities in the last three (3) years, including any references for efficiency.

Reference 1
Name of Entity: Buckeye Public Library
Contact Name: Chris Larson
Contact Phone Number: 623-349-6321
Contact Email: clarson@buckeyeaz.gov
Address: 310 N. 6th Street, Buckeye, Arizona 85326
Type of Services Provided: Full CLS Services for the entire collection. All collections are outsourced with CLS. Ongoing Project Management. Ongoing Collection Management Services.
Dates of Service: Customized Library Services customer since 2014.

Reference 2
Name of Entity: Scottsdale Public Library
Contact Name: Rebekka Jones
Contact Phone Number: 480-312-2691
Contact Email: rejones@scottsdaleaz.gov
Address: 3839 N. Drinkwater Blvd., Scottsdale, AZ 85251
Type of Services Provided: Full CLS Services for the entire collection. All collections are outsourced with CLS. Ongoing Project Management. Ongoing Collection Management Services.
Dates of Service: Customized Library Services customer since 1996.

Reference 3
Name of Entity: Tempe Public Library
Contact Name: McKay Wellikson
Contact Phone Number: 480-350-5237
Contact Email: mckay_wellikson@tempe.gov
Address: 3500 S Rural Road, Suite 203, Tempe, AZ 85282
Type of Services Provided: Full CLS Services for the entire collection. All collections are outsourced with CLS. Ongoing Project Management, Ongoing Collection Management Services.
Dates of Service: Customized Library Services customer since 2013.

EXHIBIT B
PRICING

PRICING AND COMPENSATION

Pursuant to all the contract specifications enumerated and described in this Solicitation, Respondent agrees to furnish **Library Books, Spoken Word, DVDs & Digital Media** to the City of Mesa at the price(s) stated below.

Category Description	Percent Discount
Standing Order Plans	0-46.0%
Non-Standing Order Titles (different types of materials like hard back and paperback discounts)	0-46.0%
Replacement Costs	Baker & Taylor will accept the authorized return of items that are damaged, defective, or incorrectly shipped. These items may be credited or replaced at no charge. Please see Appendix 5 for our Returns Policy.
Shipping Costs	None (However, Library is responsible for expedited shipping charges when rush shipments are requested by the library.)

Item	Cataloging Pricing	Media	Cost Per Title	Cost Per Item	Notes/Exceptions
Please clarify in the Notes/Exceptions column if cataloging charges are per title or per item. MARC Records must be downloadable into current & subsequent Innovative Polaris releases. See Attachment D for Cataloging and Processing Specs.					
1	**Basic Copy Cataloging**				
1.1	Full MARC Record	Book		**$ 4.35**	* See Shelf Ready Pricing Note below.
1.2	Full MARC Record	Audiobook		**$ 9.85**	* See Shelf Ready Pricing Note below.
1.3	Full MARC Record	DVD		**$ 6.85**	* See Shelf Ready Pricing Note below.
2	**Custom Cataloging:**				
2.1	Full MARC Record	Book		**$ 4.35**	* See Shelf Ready Pricing Note below.
2.2	Full MARC Record	Audiobook		**$ 9.85**	* See Shelf Ready Pricing Note below.
2.3	Full MARC Record	DVD		**$ 6.85**	* See Shelf Ready Pricing Note below.
3	**Original Cataloging:**				
3.1	Full MARC Record	Book	**$ 10.00**	**N/A**	Original cataloging fee is only charged once per title. This is not a per unit charge. Original cataloging will be free if the Library becomes a subscriber to BTCat.
3.2	Full MARC Record	Audiobook	**$ 10.00**	**N/A**	
3.3	Full MARC Record	DVD	**$ 10.00**	**N/A**	
4	**Other Cataloging:**				
4.1	MARC record item tag field for added copies			*	*See Shelf Ready Pricing Note below.
4.2	Other (please specify):				

Item	Processing Pricing	Cost Per Item	Notes / Exceptions
5	Mylar jackets on hardcover books	**$ .89 (loose), $ .99 (glued), or $1.19 (taped)**	
6	Laminated covering of paperbacks	**$2.05 (7 mil) or $2.15 (10 mil)**	Poly Laminate (7 mil) Covers are $2.05/unit. Plastic Laminate (10 mil) Covers are $2.15/unit.
7	3M/Bibliotecha security overlays on single sided DVD/CD	**$ 2.00**	Overlay RFID for one disc for media (supplied, applied & linked)
8	RFID tag	**$ 0.89**	B&T Universal RFID (supplied, applied & linked)

9	Applied barcode including hub sticker(s) for media	**$ 0.30**	B&T Barcode Label for books or Barcode/Hub Label for one disc for media
10	Property stamp/sticker on the top of the book	**$ 0.30**	Property Label
11	Applied spine labels	**$ 0.30**	
12	Cover spine label with label protector	**$ 0.15**	$.15/unit flat fee per unit, regardless of binding type or number of label protectors needed for all exposed labels
13	Replacement of original media case	**N/A**	Available as part of our Digital Media Processing packages.
14	Digitized media processing for music CD, audiobook, DVD and Blu-ray	**9.85 SWA or 6.85 AV**	AV includes CD/DVD/Blu-ray
15	Non-digital media processing for music CD, audiobook, DVD and Blu-ray	**No Bid**	Non-digital processing is not available

Item	Shelf Ready Pricing (see Attachment D for Processing and Cataloging Specs)	Cost Per Item	Notes / Exceptions
16	Adult/Teen Fiction	**$ 4.35**	* The shelf ready pricing outlined herein and on Baker & Taylor's Appendix 1 is for CLS shelf-ready services and is a blended unit price based on the volume of material to be ordered, the processing components requested, and the complexities of the Library's cataloging requirements. Our unit price is inclusive of the services requested by the library including, but not limited to cataloging, processing and project management. The per unit price does not include laminate covers for paperbacks or Original Cataloging.
17	Adult/Teen Non-Fiction	**$ 4.35**	* See Shelf Ready Pricing Note above.
18	Juvenile Fiction	**$ 4.35**	* See Shelf Ready Pricing Note above.
19	Juvenile Non-Fiction	**$ 4.35**	* See Shelf Ready Pricing Note above.
20	Juvenile Graphic Novel	**$ 4.35**	* See Shelf Ready Pricing Note above.
21	Adult/Teen Graphic Novel	**$ 4.35**	* See Shelf Ready Pricing Note above.
22	DVD / Blu-Ray	**$ 6.85**	* See Shelf Ready Pricing Note above.
23	Audiobook	**$ 9.85**	* See Shelf Ready Pricing Note above.

Offeror should indicate below, the discount percentage offered off of publisher's list price for the listed categories. If there are additional material types not listed below, the material type and corresponding discount should be noted on a separate attachment to the Offeror's submittal document.

Additional products and services related to physical print not listed below along with pricing should be noted on a separate attachment to the Offeror's submittal document.

Item	Material Type	Percent Discount	Notes
24	General hardcover books	46.0	Categories I and II (See Baker & Taylor's Appendices 2 & 3 for our complete Discount Schedule and Baker & Taylor's Category Definitions.)
25	Trade paperbacks	40.0	Categories III and IV
26	Mass market paperbacks	40.0	Category V
27	Large Print	0-46.0	May fall under any Category
28	Continuations or Standing Order Titles	0-46.0	May fall under any Category
29	Spoken Word, Unabridged	45.0	Category XII
30	Teen, hardcover	46.0	Category II
31	Teen, Publishers Library Binding	21.0	Category VII
32	Teen, paperback	40.0	Category IV
33	Children's books, hardcover	46.0	Category II
34	Children's books (Publishers Library Binding)	21.0	Category VII
35	Children's books, paperback	40.0	Category IV

36	Graphic Novels	0-46.0	Many are Category III & IV but may fall under other categories
37	Small Press	0-5.0	Category IX
38	Academic or University Press	0-10.0	Categories VIII & IX
39	Technical and Reference	0-5.0	Category IX
40	Music CDs	20.0	
41	DVDs	30.5	
42	Blu-rays	30.5	
43	Spanish Language	0-46.0	May fall under any Category
44	Other non-English language	0-46.0	May fall under any Category
45	Other:		
46	Other:		
47	Other:		
48	Other:		
49	Other:		

List publishers for which you are unable to provide a discount: Please see Appendix 10 for a current listing.

List publishers for which you are the sole source: Paw Prints and Paw Prints Publishing titles are exclusively available through Baker & Taylor.

Please describe any digital subscriptions or platforms you offer along with a description and cost of each product. Examples include but are not limited to: digital newspapers, collection analysis, cataloging tools, etc.

Item	Digital Subscription or Platform	Cost Per Year	Description
50	Axis 360 Digital Media Circulation Platform	$ 5,000.00	Yearly platform fees. Platform fees will be waived with $50,000+ in annual content purchases.
51	BTCat Cataloging Utility	$ 18,900.00	Includes access to the cataloging utility, the records database and the community of records portal.
52	CollectionHQ Includes for one year: •cHQ Lite (List price: $17,700, plus $2,500 implementation fee) oLibrary agrees to provide data and input on development •ESP Basic (List price: $7,375, includes ongoing Collection Development Carts) •TS 360 DEI Cart Analysis	$ 20,060.00	At renewal time, if the library commits to a 3-year agreement, the total cost for cHQ Lite, and all of the above will be $20,060/year.
53	Title Source 360	Free	This configuration includes an Administrative ID, 12 user ids, grids, Marc profiler, and full text review journals, including Booklist.
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The City will add any applicable sales tax or use tax. Sales/Use taxes should not be included in the bid prices. Vendors who will be charging a Mesa Transaction Privilege Tax (TPT) will have a 2.00% removed from the taxable item(s) for the purpose of award evaluation (i.25).

DELIVERY: See Mesa Standard Terms and Conditions.

Vendor Name __Baker & Taylor, LLC_____ Date: __11/15/2022_____

RFP # 2023056

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.

2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.

3. **ASSIGNMENT.** This Agreement may not be assigned, either in whole or in part, without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right, at its option, to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.

4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

5. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.

6. **NON-EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.

7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.

8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.

9. **COMPLIANCE WITH APPLICABLE LAWS.**

   a. **General.** Contractor must procure all permits/licenses and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve compliance throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.

   b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace 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 will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution,

dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.

   i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter collectively the "Contractor Immigration Warranty").

   ii. A breach of the Contractor Immigration Warranty will constitute a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.

   iii. To ensure Contractor and its subcontractors are complying with the Contractor Immigration Warranty, the City retains the legal right to conduct random verification of the employment records of any Contractor or subcontractor employee who works on this Agreement, including the inspection of the papers of such employees. Contractor agrees to assist the City in regard to any random verification performed.

   iv. Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty 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).

d. **Nondiscrimination.** Contractor understands and acknowledges that it is the policy of the City of Mesa to promote nondiscrimination. As such, Contractor represents and warrants that it does not discriminate against any person on the basis of race, color, ethnicity, national origin, age, disability, religion, sex, sexual orientation, gender identity, veteran's status, marital status, familial status, or genetic information (collectively, "protected status") in employment, housing, or facilities, establishments, accommodations, services, commodities, or use offered to or enjoyed by the general public. Contractor further represents and warrants that it does not, on the basis of protected status, refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges of employment. In performance of this Agreement, Contractor shall comply with all applicable federal, state, and local laws and executive orders regarding non-discrimination including, but not limited to, the following (as amended): Title VII of the U.S. Civil Rights Act of 1964; Section 504 of the Federal Rehabilitation Act; Age Discrimination Act of 1967; Equal Pay Act of 1963; and Americans with Disabilities Act of 1990.

e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods or services to the City.

f. **Israel Boycott Divestments.** In accordance with the requirements of A.R.S. § 35-393.01, by entering into this Agreement, Contractor certifies that it is not currently engaged in, and agrees for the duration of the Agreement to not engage in, a boycott of Israel.

g. **Forced Ethnic Uyghur Labor Prohibition.** In accordance with the requirements of A.R.S. § 35-394, Contractor certifies that it does not currently, and agrees for the duration of the contract that it will not, use (i) the forced labor of ethnic Uyghurs in the People's Republic of China; (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic

of China; or (iii) 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.

h. **Termination for Violation of Forced Ethnic Uyghur Labor Prohibition.** If, after providing the certification described in (g), Contractor becomes aware that it is not in compliance with the certification, it shall notify the City within 5 business days of becoming aware of the noncompliance. Contractor acknowledges that it must remedy the noncompliance and provide written certification of that within 180 days after notifying the City of its noncompliance. If Contractor fails to remedy the noncompliance and provide the written certification within 180 days, the contract shall terminate immediately.

10. **SALES/USE TAX, OTHER TAXES.**

a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement including, by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees, as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, then Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is not exempt from state and local sales/use taxes.

11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations, whether or not related to the Agreement, due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.

12. **PUBLIC RECORDS.** Contractor acknowledges that the City is a public body, subject to Arizona's public records laws (A.R.S. § 39-121 *et seq.*) and any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.

12.1. If Contractor believes documents related to the Agreement contain trade secrets or other proprietary data, Contractor must have notified the City pursuant to Mesa Procurement Rules Section 2.1 or notified the City with a notification statement specifically identifying the trade secrets or other proprietary data that Contractor believes should remain confidential.

12.2. In the event the City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, the City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, the City may release the information without further notice to Contractor.

13. **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.

14. **BACKGROUND CHECK.** In accordance with the City's current background check policies, the City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement who will have access to the City's information, data, or facilities. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

15. **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.

16. **DEFAULT.**

a. A party will be in default of the Agreement if that party:

i. Is or 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 capability to perform under the Agreement;

ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;

iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner;

iv. Fails to carry out any term, promise, or condition of the Agreement; or

v. Is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.

c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party will provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default, unless the default is of a nature that it is reasonably anticipated to affect the health, safety or welfare of the public and, in such an event, the non-defaulting party may require a minimum seven (7) days to cure the default from the date of receipt of the notice; the cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement. Failure of the defaulting party to cure the default will entitle the non-defaulting party to the election of remedies specific to the party as set forth in section 17 below.

d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event demand is made and no written assurance is given within ten (10) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement entitling the City to terminate the Agreement in accordance with section 17(a) below.

17. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:

a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.

b. The City may purchase the services or materials required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price in the Agreement, the City may recover the excess cost by: (i) requiring immediate reimbursement by the Contractor to the

City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as permitted by law. Costs in this Subsection (b) include any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement including, but not limited to, administrative expenses, attorneys' fees, and costs.

c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.

d. Neither party will be liable for incidental, special, or consequential damages.

18. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.

19. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement, in part or in whole, for its sole convenience upon thirty (30) calendar days' written notice. Contractor acknowledges that, as with any termination permitted under this Agreement, in the event of a termination for convenience, Contractor is only entitled to payment in accordance with section 22 (Payment to Contractor Upon Termination); Contractor will not be entitled to any anticipated lost profits had the Agreement been performed to completion.

20. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.

21. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.

22. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement for any reason, Contractor will be entitled only to payments authorized under the Agreement for those services performed or materials provided in accordance with the Agreement up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.

23. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this Agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.

24. **INDEMNIFICATION; LIABILITY.**

a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold harmless the City, its elected officials, agents, representatives and employees (collectively, including the City, "City Personnel") from and against any and all liabilities, demands, claims, suits, penalties, obligations, losses, damages, causes of action, fines or judgments of any kind, including costs, attorneys', witnesses' and expert witnesses' fees, and expenses incident thereto (all of the foregoing, collectively "Claims") imposed upon or asserted against City Personnel by a third party relating to, arising out of or resulting from, in whole or in part: (i) services and/or materials provided under this Agreement by Contractor or its officers, agents,

or employees (collectively, including Contractor, "Contractor Personnel"): (ii) negligent acts, errors, mistakes or omissions of Contractor Personnel; or (iii) failure of Contractor Personnel to comply with or fulfill the obligations established by this Agreement. Contractor's indemnification, duty to defend and hold harmless City Personnel in this Subsection (a) will apply to all Claims against City Personnel except Claims arising solely from the negligence or intentional acts of City Personnel.

b. The City assumes no liability for the actions of Contractor Personnel and will not indemnify or hold Contractor Personnel or any third party harmless for Claims relating to, arising out of or resulting from, in whole or in part, this Agreement or use of Contractor Personnel-provided services or materials.

25. **WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like, and professional manner. The City's acceptance of services or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If the City reasonably determines any materials or services are of a substandard or unsatisfactory manner, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.

Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.

26. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property and will, at the City's request and expense, furnish to the City reasonable assistance and cooperation in obtaining recovery, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City.

27. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees: (i) it is not entitled to deliver any specific amount of materials or services, or any materials or services at all, under this Agreement; and (ii) the materials or services will be requested by the City on an as needed basis, at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.

28. **OWNERSHIP.** All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.

29. **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.

30. **PROHIBITED ACTS.** Contractor acknowledges the applicability of A.R.S. § 38-504 which prohibits a person who, within the preceding twelve (12) months, is or was a public officer or employee of the City from representing another person (including Contractor) before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment by a substantial and material exercise of administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such person in the course of his or her official duties at the City.

31. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.

32. **RISK OF LOSS**. Contractor agrees to bear all risk of loss, injury, or destruction of Contractor's goods or equipment incidental to Contractor providing the services and materials under this Agreement and such loss, injury, or destruction will not release Contractor from any obligation hereunder.

33. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage or loss to City real or personal property when such property is the responsibility of or in the custody of Contractor or its personnel.

34. **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided, and that the City may use same without suit, trouble or hindrance from Contractor or third parties.

35. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the warranty in section 34, Contractor will without limitation and at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.

36. **CONTRACT ADMINISTRATION.** The contract will be administered by the applicable Purchasing Officer and/or an authorized representative from the using department (collectively "Contractor Administrators"); all questions regarding the Agreement will be referred to the Contract Administrators. If authorized by the Contract Administrators, supplements or amendments may be written to the Agreement for the addition or deletion of services. Payment will be negotiated and determined by the Contract Administrators.

37. **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will, within five (5) calendar days of the unforeseeable circumstance, notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

38. **COOPERATIVE USE OF CONTRACT.** The City has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

The City currently holds or may enter into Intergovernmental Governmental Agreements (IGA) with numerous governmental entities. These agreements allow the entities, with the approval of Contractor, to purchase their requirements under the terms and conditions of this Agreement.

A contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact with pupils. A school district, its governing board members, its school council members, and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members, or its employees are guilty of gross negligence or intentional misconduct.

Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors, and their employees will not provide services on school district properties until authorized by the school district.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.

39. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.

40. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be sent via personal delivery, certified or registered mail with postage prepaid, overnight courier, facsimile, or email. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier, facsimile or email, receipt will be deemed effective two (2) calendar days after the sending thereof.

41. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit, in law or equity, arising from or incident to this Agreement will be Maricopa County, Arizona.

42. **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.

43. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated herein.

44. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

45. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive, and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.

46. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to A.R.S §§ 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract, or loan) must demonstrate his or her lawful presence in the United States. As this Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes if applicable.

47. **AUTHORITY.** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each is properly authorized and empowered to enter into the Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

48. **PCI DSS COMPLIANCE.** In the event any Contractor engages in payment card transactions as a part of the services provided to City, Contractor shall comply with the Payment Card Industry Data Security Standards ("PCI DSS") and any amendments or restatements of the PCI DSS during the Term of this Agreement. Contractor accepts responsibility for the security of City's and/or any customer's credit card data in its possession, even if all or a portion of the services to City are subcontracted to third parties.

August 12, 2025

Abbey Buckham
Collection Management Supervisor
Flagstaff City – Coconino County Public Library
300 West Aspen Ave.
Flagstaff, AZ 86001

RE: Proposed Discount Terms and Conditions of Sale – Flagstaff City – Coconino County Public Library

Dear Ms. Buckham:

Thank you for allowing Baker & Taylor the opportunity to provide a pricing proposal outlining terms offered to the Flagstaff City – Coconino County Public Library. Our proposal, which includes additional details regarding our services, follows this letter.

This contract is for an amount not to exceed $200,000 annually. Terms outlined within this proposal will be valid for three (3) years beginning September 1, 2025, after receipt of signed Notice of Acceptance. The County will have the option to renew this Agreement for 2 additional one-year periods upon mutual agreement with Baker & Taylor. Baker & Taylor reserves the right to modify the terms of the Agreement upon renewal.

Should you have any questions regarding this proposal, please do not hesitate to contact me at 800-775-7930 ext. 3206. I will be happy to assist you in any way possible.

Thank you again for this opportunity.

Sincerely,

Amy Whaley

Amy Whaley
Senior Pricing Services Representative
Baker & Taylor, LLC
2810 Coliseum Centre Dr., Suite 300
Charlotte, NC 28217
800-775-7930 ext. 3206
amy.whaley@baker-taylor.com

Terms and Conditions of Sale

Please see the following Attachments, outlining discount and service terms:

Attachment A *Discount Terms and Conditions of Sale*
Attachment B *Material Category Definitions*
Attachment C *Enhanced Services Program*
Attachment D *Returns Policy*

Ordering

Orders may be placed electronically via our website or the ordering library's ILS.

Website: https://ts360.baker-taylor.com/

Shipping

Orders will be delivered FOB Destination, with Free Shipping from your primary service center.

Staff accounts (for personal use) are available; orders for these accounts will be taxed appropriately and will be invoiced for any shipping costs.

A transportation surcharge of 1.0% per invoice total (excluding cataloging and processing fees) for books and spoken word audio materials will appear as a separate line item on each invoice.

Invoicing

Invoices are generated with each shipment and will be sent directly to the ordering Library or billing entity as designated. Payment terms are Net 30 days from the date of invoice.

Returns

Baker & Taylor will accept the authorized return of items that are damaged, defective (i.e. publisher's defects), or incorrectly shipped. The enclosed Baker & Taylor Returns Policy (Attachment D) provides detailed information on credits and returns.

Customer Service

Your Customer Service representative is available to assist with any questions or special requirements. Contact information is listed below.

Book or Spoken Word Audio Material
Samantha Bryant
800-775-1200, ext. 2434
bryants@baker-taylor.com

Customer Service Dashboard

Reporting via the Customer Service Dashboard (accessed within our Title Source 360 website) is customizable, using various date ranges and account types. Reports are available for orders, invoices, and order status, including backorder status. Also, Users may view UPS delivery status with real-time, instant lookup of SHIPPED titles.

The Dashboard features

-Standard "back-office" tasks and searching integrated directly into TS360
-Data-friendly analytics "look and feel"
-Self-serve capabilities to generate and download title listings in real-time, on-demand
-Flexibility to create multiple dashboards – by account type
(ie. CATS, AV, LEASE, Adult, FIC, etc.)

TITLE SOURCE 360™ SUBSCRIPTION

Baker & Taylor's The Title Source 360™ is the most extensive database of bibliographic acquisitions information for U.S. publications. This subscription database includes book, spoken word audio, DVD, and music CD titles. Each record gives current print status (i.e. Not-Yet-Published, Out-of-Print), in-stock availability, and latest list price. Title information is updated daily.

Our database contains over 9 million book titles, 200,000 DVD titles, and 700,000 music titles. Data elements include: Annotations from LC and B&T publications, digitized cover images, 45 key search indices (including LC and Dewey classes), eleven filter criteria (including stock status, publication date, binding, format, and grade level), and duplicate checking between orders and selection carts.

Title Source 360™ is a revolutionary way to order multiple product formats from one trusted source. Through the latest innovative technology, Title Source 360™ provides users with fast, accurate and personalized search results, and makes ordering easier than ever. Find the products you need and order them quickly and easily with a streamlined checkout process.

Title Source 360™ Benefits:

- Largest database of book titles and media products
- Fast, customized search results based on prior searches or user profile
- Intuitive interface
- Inventory view and title searching within cart
- Product release calendar
- Special offers and promotions
- Live customer support
- Customized profiles
- Streamlined order management
- Simple batch entry upload and ordering process

Users under the same Administrative umbrella may create, transfer, and share multiple carts for ease of selection.

As part of Baker & Taylor's comprehensive proposal, we are pleased to offer a Title Source 360 package to the Library for an annual charge of $2,000. This configuration includes an Administrative ID, 18 user ids, full text reviews, MARC profiler, grids and DEI cart analysis.

CHQ LITE

cHQlite offers libraries a selection of evidence-based tools from collectionHQ's MANAGE and EVALUTE modules.

This powerful service applies the basics of library data analytics to enhance collection management processes. With cHQlite action plans, librarians can more efficiently maintain stock levels and weed underperforming materials.

cHQlite also helps libraries to take steps towards improving the inclusivity of their collection by offering a sample of collectionHQ's award-winning Diversity, Equity and Inclusion (DEI) Analysis tool.

With cHQlite, you have access to:

- A selection of collection management tools from collectionHQ
- Key elements of collectionHQ's award-winning DEI tool

Manage

- Based on the proven Evidence Based Stock Management (EBSM) methodology, cHQlite delivers easy-to-use action plans to support efficient, cost-effective collection management.
- **Maintain** – identify and replace missing and long overdue material from your catalog so that patrons can access the books they need when they need them.
- **Remove** – weeding Dead or Grubby materials from your collection can be time consuming and requires a regular commitment for maximum effectiveness. The easy-to-use action plans from cHQlite can help you manage your collection more efficiently.
- **Renew** – materials and reading trends change, what may be relevant or interesting to your patrons when you first purchased it may now be out of date. cHQlite can help to identify which materials are due to be refreshed.

DEI

cHQlite offers tools from collectionHQ's award-winning Diversity, Equity, and Inclusion (DEI) Analysis. Use the DEI tools to identify gaps in your collection and ensure that the diversity of your patrons is being fairly represented.

- Analyze your library's Fiction and Non-Fiction collections against industry accepted DEI Topics.
- Effectively communicate diversity, equity, and inclusion in your collection to stakeholders in your community.
- Segment your action plan by category, giving you a more in-depth analysis of your collection.

The costs associated with the provision of the above Service are as follows:

Subscription Period:	**3 Years**
Subscription Fee:	$6,480/year
Set Up Fee	Waived
ESP Professional	$3,375/year
selectionHQ Plus	Included at no charge for the duration of the agreement
TS 360 DEI Cart Analysis	Included at no charge for the duration of the agreement
TS 360, including subscription fee, full-text reviews, MARC profiler, and 18 additional user IDs	$2,000/year
Total Bundle Price:	$11,855/year

Baker & Taylor

Discount Terms and Conditions of Sale (Firm Order Print Book)

Baker & Taylor is pleased to offer the discount terms and conditions contained in this Attachment A. The pricing grid below provides discounts for each product category offered by Baker & Taylor, as further explained in ENDNOTES (a) through (f) below.

Product Category	Category Definition (a), (f)	Price Indicator (f)	Discount (f)	
I.	Adult Trade Hardcover Editions (Popular Fiction & Non-Fiction, and may include some spoken word audio; see also Product Category IX for exceptions)	01 - (zero one) (Adult Hardcover Trade Editions) C - (Hardcover Computer Books)	01 = 45.0% C = 45.0%	
II.	Juvenile Trade Hardcover Editions (Popular Fiction & Non-Fiction; see also Product Category IX for exceptions)	J1	J1 = 45.0%	
III.	Adult Quality Paperback Editions (Popular Fiction & Non-Fiction; see also Product Category IX for exceptions)	B - (Paperback Trade Editions) C - (Paperback Computer Books)	B / C = 40.0%	
IV.	Juvenile Quality Paperback Editions (Popular Fiction & Non-Fiction; see also Product Category IX for exceptions)	G	G = 40.0%	
V.	Mass Market Paperback Editions; see also Product Category IX for exceptions	P	P = 40.0%	
VI.	Single Edition Reinforced (Juvenile; see also Product Category IX for exceptions)	R	R = 21.0 %	
VII.	Publisher's Library Edition (Juvenile; see also Product Category IX for exceptions)	Z	Z = 21.0 %	
VIII.	University Press Trade Editions (may be of any product category or binding type and include some spoken word audio; see also Product Category IX for exceptions)	A	A = 10.0 %	
IX.	Text, Technical, Reference, Professional Medical, Small Press, some University Press titles (excluding University Press Trade Editions); publishers whose titles have limited sales volume; Titles of Limited Demand (may be of any product category or binding type or publisher of origin and may include some spoken word audio); certain Adult Trade Hardcover Editions and Juvenile Trade Hardcover Editions	S/X/N - (Text, Technical, or Reference Editions) L - (Hardcover Editions from Small Press, publishers whose titles have limited sales volume, and Hardcover Titles of Limited Demand—primarily Adult) 7 - (Hardcover Titles of Limited Demand—primarily Juvenile) M - (Paperback Editions from Small Press, publishers whose titles have limited sales volume, and Paperback Titles of Limited Demand—primarily Adult) 1 - (Paperback Titles of Limited Demand—primarily Juvenile) T/U/V/W/4/Letter O - (Specialty Textbooks) 5/6/8 - (Professional Medical Titles) 02 (zero 2) - Adult Trade Hardcover Editions having below average publisher list price titles in Category I J2 - Juvenile Trade Hardcover Editions having below average publisher list price titles in Category II	S = 5.0 % X = 5.0 % N = 0.0 %(b) L = 5.0 % (c)(d) 7 = 5.0 % (d) M = 5.0 % (c)(d) 1 = 5.0 % (d) T = 0.0 % U = 0.0 % V = 0.0 % W = 0.0 %	4 = 5.0% Letter O = 5.0 % 5 = 0.0 % 6 = 5.0 % 8 = 5.0 % 02 = 5.0 % J2 = 5.0 %
X.	Imported English and Non-English Language Editions; see also Product Category IX for exceptions	F/K/3	F = 0.0 % K = 5.0 % 3 = 0.0 %	
XI.	Enhanced Service Program	Y / Q	Y = 0.0 % + $4.95/unit (e) Q = 0.0 % + $4.95/unit (e)	

XII.	Spoken Word Audio; see also Product Category IX for exceptions	H	H = 45.0 %
XIII.	Board Books; see also Product Category IX for exceptions	I	I = 21.0 %
XIV.	Novelty Items/Activity Books; see also Product Category IX for exceptions	I	I = 21.0 %
XV.	Special Programs, such as: - PawPrints Editions - Turtleback Editions - VOX Books	D E VOX Books	D = 0.0 % E = 5.0 % VOX Books = 0.0%

ENDNOTES

(a) Please see Attachment B for full category definitions, which are attached hereto and incorporated herein by reference. Materials produced for print-on-demand services may fall into any category.

(b) Titles which receive minimal publisher discount will be invoiced at the publisher's list price, unless otherwise indicated.

(c) Represents publishers with limited sales volume, based upon a semi-annual review. These titles may be of any product category or binding type or publisher of origin.

(d) Represents individual titles which do not qualify for preferred stock status (based upon a quarterly review) and individual titles which qualify for preferred stock status, but have limited demand (calculated over a rolling 12 month period). These titles may be of any product category or binding type or publisher of origin.

(e) Titles where Baker & Taylor receives no discount from the publisher or prepayment is required by the publisher or publishers whose titles have limited demand and/or non-commercial publishers will be invoiced at list price plus a service charge of $4.95/unit.

(f) Please note the following:

- Except where otherwise noted, book discounts are applied to current publisher's list price at the time of shipment. Publisher's list price is subject to change without notice.
- Baker & Taylor reserves the sole right to be the final determinant of product categories, category definitions and price indicators. The discounts vary based on this determination.
- Titles are categorized by Baker & Taylor for pricing purposes by considering the binding, general marketing categories, demand for certain titles, preferred stock status, cost of acquisition, cost of distribution, average publisher's list price, and the size or type of publisher, as well as factors related to relationships with publishers such as shipping terms, payment terms, publisher's discount, returnability to publishers and other factors.
- Product categories, category definitions and price indicators are subject to change at Baker & Taylor's sole discretion, without notice, based upon the above-described factors for categorizing titles.
- For domestic titles where no publisher list price is assigned by the publisher, Baker & Taylor will assign such titles a price in its electronic catalog which is based upon Baker & Taylor's estimate of market conditions.
- For imported titles where no publisher list price is assigned by the publisher for the U.S. market, Baker & Taylor will assign such titles a U.S. dollar price in its electronic catalog which is based upon Baker & Taylor's estimate of market conditions.
- For PawPrints editions, Baker & Taylor will assign such titles a price in its electronic catalog which is based upon Baker & Taylor's estimate of market conditions.
- Titles of limited demand or from small or specialty publishers generally are included in Product Category IX or Product Category XI. Titles of limited demand may be of any product category or binding type or publisher of origin and include some spoken word audio.
- The discount terms and conditions in this Attachment A do not apply to Baker & Taylor's Continuation Services or Approval Programs.
- Except where otherwise noted, Baker & Taylor provides an invoice that identifies the publisher's current list price at the time of shipment, the discount offered, and the exact price charged for each title ordered.
- Price Indicators and estimated sales price by title are displayed in Baker & Taylor's online ordering system, Title Source 360.

Baker & Taylor, LLC
Discount Terms and Conditions of Sale (AUDIO VISUAL MATERIAL)
Flagstaff City – Coconino County Public Library

Please refer to the following Terms and Conditions of Sale for the discounts offered to the Flagstaff City – Coconino County Public Library for Audio Visual Material.

Media Type	Price Range	Discount off Current Producer's List Price
DVD / Blu-Ray	Any Price	27.5%*
Music CD	Any Price	25.0%*

List prices used for calculating discounts are manufacturers' current, suggested list prices, where available. Where no list price is supplied by the manufacturer, a list price will be assigned by Baker & Taylor.

NOTE REGARDING DISNEY/BUENA VISTA HOME ENTERTAINMENT TITLES
PLEASE NOTE: CATALOGING/PROCESSING SERVICES ARE NOT AVAILABLE FOR PRODUCT ISSUED BY BUENA VISTA HOME ENTERTAINMENT, AKA WALT DISNEY STUDIOS HOME ENTERTAINMENT (BVHE)

Baker & Taylor techXpress Cataloging and Processing Prices
For Print and Spoken Word Audio Materials

Cataloging and Processing Option *	Price Per Unit Year 1	Price Per Unit Year 2	Price Per Unit Year 3
Plastic Laminate for Paperback Books (10 mil)	$2.15/unit	$2.25/unit	$2.35/unit
Mylar Jacket (taped)	$0.99/unit	$1.19/unit	$1.39/unit
Customer Supplied Stamp	$0.35/unit per location	$0.45/unit per location	$0.49/unit per location
3M or Checkpoint Theft Detection	$0.49/unit	$0.65/unit	$0.89/unit

* *Please note, the processing options listed above are those currently profiled on the accounts for the Flagstaff Public Library. Baker & Taylor has a myriad of additional options should you choose to make any changes. Please contact your Sales Representative, Jean Johnson, for additional information.*

Category Definitions

(Please see Attachment A for discount terms and conditions of sale, discount pricing grid and Price Indicators.)

I. Adult Trade Hardcover Editions (Price Indicators 01, C)
High demand materials from widely distributed publishers designed for the general consumer, usually dealing with a subject matter having broad mass appeal, and may include some spoken word audio materials and computer books. These titles are typically released in hardback and can be either fiction or current non-fiction. Publisher promotional/media expenditures and print runs are customarily higher for these titles than for most others. Inventory is maintained with preferred stock status (regularly stocked in major warehouses). See also Product Category IX for exceptions.

II. Juvenile Trade Hardcover Editions (Price Indicator J1)
High demand, juvenile materials from widely distributed publishers designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles are typically released in hardback and can be either fiction or current non-fiction. Publisher promotional/media expenditures and print runs are customarily higher for these titles than for most others. Inventory is maintained with preferred stock status (regularly stocked in major warehouses). See also Product Category IX for exceptions.

III. Adult Quality Paperback Editions (Price Indicators B, C)
High demand paperback materials from widely distributed publishers, other than the standard rack size paperback, typically found in bookstores and other retail outlets, and may include some computer books. Inventory is maintained with preferred stock status (regularly stocked in major warehouses). See also Product Category IX for exceptions.

IV. Juvenile Quality Paperback Editions (Price Indicator G)
High demand, juvenile paperback materials from widely distributed publishers, other than the standard rack size paperback, typically found in bookstores and other retail outlets. Inventory is maintained with preferred stock status (regularly stocked in major warehouses). See also Product Category IX for exceptions.

V. Mass Market Paperback Editions (Price Indicator P)
A standard rack size paperback typically found in bookstores or other retail outlets. See also Product Category IX for exceptions.

VI. Single Edition Reinforced (Price Indicator R)
A high quality binding designed to provide a long shelf life in a heavy use environment. Although the binding is fanned and glued it may not be sewn, which is typically found in the publisher library edition. Subject content can include both fictional and non-fiction works appealing to juveniles as well as adults. These bindings are identified by the publisher to Baker & Taylor. See also Product Category IX for exceptions.

VII. Publisher Library Editions (Price Indicator Z)
Fiction as well as non-fiction materials appealing to both juveniles and adults, designed with the rugged durability required of the environment typically found in a library setting. Publisher Library Editions are traditionally of the highest quality, usually fanned, sewn and glued to provide the greatest possible shelf life of any binding. These bindings are identified by the publisher to Baker & Taylor. See also Product Category IX for exceptions.

VIII. University Press Trade Editions (Price Indicator A)
This category would include any University Press Trade Editions, both adult and juvenile, may be of any category product or binding type, and may include some spoken word audio materials, and are subject to publisher reclassification. See also Product Category IX for exceptions.

IX. Text, Technical, Reference, Small Press, Titles of Limited Demand, and certain Adult Trade and Juvenile Trade Hardcover Editions (Price Indicators S, X, N, L, M, V, T, U, W, Letter O, 1, 4, 5, 6, 7, 8, 02 (zero 2), J2)
Category of materials includes, but is not limited to, text, technical, reference, professional medical, small press, and some university press titles (excluding University Press Trade Editions). It includes titles purchased from publishers on a non-returnable basis, those publishers that extend little discount to Baker & Taylor, and publishers whose titles have limited sales volume based upon a semi-annual review. It includes individual titles which might otherwise fall under different category definitions but are in this category as Titles of Limited Demand because they either do not qualify for preferred stock status (based upon a quarterly review) or do qualify for preferred stock status, but have limited demand (calculated over a rolling 12 month period). Additionally, any publisher which is not in compliance with some of Baker & Taylor's purchasing requirements could be in this category. Materials in this category are both adult and juvenile, may be of any product category or binding type or publisher of origin and may include some spoken word audio materials. It includes Adult Hardcover Trade Editions having below average publisher list price titles in Category I, and Juvenile Trade Hardcover Editions having below average publisher list price titles in Category II.

X. Imported English and Non-English Language Editions (Price Indicators F,K,3)
Titles produced and distributed outside of the domestic US. These titles may be of any category product or binding type and represent various publishers. See also Product Category IX for exceptions.

XI. Enhanced Service Program Titles (Price Indicators Y,Q)
This category includes materials where Baker & Taylor receives no discount from the publisher, or prepayment is required by the publisher, or publishers which have restrictions on returns, or books of small or non-commercial publishers with limited sales volume based upon a semi-annual review. Any publisher which is not in compliance with Baker & Taylor's purchasing requirements would be in this category. Materials in this category may be of any product category or binding type. These titles will receive no discount and are subject to a service charge. Enhanced Service Program Titles may carry different discounts, as shown by Price Indicators Y, Q in Attachment A.

XII. Spoken Word Audio (Price Indicator H)
Materials designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles can be either fiction or current non-fiction. See also Product Category IX for exceptions.

XIII. Board Books (Price Indicator I)
Durable materials from widely distributed domestic publishers designed for young children; pages are manufactured of heavy gauge cardboard to prevent tearing. These editions typically feature few pages, simple themes and colorful illustrations or photographs. See also Product Category IX for exceptions.

XIV. Novelty Items/Activity Books (Price Indicator I)
Specially packaged gift set or novelty item related to a book product or attached as an accessory to a book product. These items would include a book with toy, rag books, washable cloth books, books with accessories or kits, electronic sound books, sticker books, tracing books or coloring books. This category also includes any non-book merchandise such as model kits, hobby kits, flash cards or jigsaw puzzles. See also Product Category IX for exceptions.

XV. Special Programs (Price Indicators D, E)
Programs, formats, or editions offered only by Baker & Taylor or not included in any other category. These programs include but may not be limited to PawPrints editions, Turtleback editions, and VOX Books.

Attachment C

ENHANCED SERVICES PROGRAM

Baker & Taylor is pleased to offer a service that will save your library time and money when procuring titles from small and hard to find publishers. By utilizing B&T's vast publisher and title database, the library can purchase a wide variety of low demand and small print run titles from associations and limited edition, prepayment, and non-returnable publishers.

Baker & Taylor's Enhanced Services Program provides the library with access to millions of active book titles representing over 66,000 imprints. This breadth of coverage is greater than that of any other book industry wholesaler.

The "ESP" program builds on B&T's already outstanding publisher relations by:

- Expanding our vendor relations team responsible for the follow-up of all publisher orders, improving the speed of delivery of all titles to the library;
- Widening our publisher base to include hundreds of small non-commercial publishers formerly considered apply direct by the book industry; and
- Increasing our reporting capabilities by providing order status reports for 100% of all titles not yet published and by supplying anticipated publication release dates for all out of stock items.

This category includes material where Baker & Taylor receives no discount from the publisher or prepayment is required by the publisher or books of small, limited in demand and/or non-commercial publishers. Any publisher which is not in compliance with Baker & Taylor's purchasing requirements would be in this category. Materials in this category may be of any binding. These titles will be invoiced at list price plus $4.95/unit service charge.

For libraries concerned about purchasing these types of titles, B&T's Title Source 360™ can assist the librarian in researching a particular item's category and format. Surcharge titles will appear with a Y or Q in the discount code field. Additionally, you may contact your Customer Service representative or Information Services via phone, fax, or email (btinfo@baker-taylor.com) to determine surcharge titles before placing an order.

As a convenience to the library, B&T can exclude these titles from all orders by adjusting your account profile setup. Please contact your Customer Service Representative for additional information.

BAKER & TAYLOR

RETURNS POLICY

INSTITUTIONAL RETURNS

(Revised July 2015)

The following guidelines are required to ensure prompt handling of your return. All product returns (**excluding Book Leasing programs**) require prior authorization from a Customer Service Representative. ***You may contact your appropriate representative via the toll-free number listed on your packing list.***

How to Obtain Return Authorization

Please use the Return Authorization Form from your shipment's packing list to make all returns. Contact your Customer Service Representative for return authorization. ***All claims must be made within 45 days from the date of invoice.***

1. When calling for return authorization, please have the following information available:
   - A. Return Authorization Form
   - B. Your account number and ATS# from the shipment's packing list (located mid-page under the Return Authorization Form explanation)
   - C. Reason for the claim/return
   - D. Action being requested -
     1. Replacement of product
     2. Credit to your account; no replacement product necessary

2. Your Customer Service Representative will assign your return an authorization number (RTA#). To expedite the process, please clearly mark the RTA# on the Return Authorization Form and on the outside of the carton in the upper right corner from the shipping label.

3. Make your return via an insured and traceable carrier; Baker & Taylor is not liable for returns lost in transit.

4. ***Products incorrectly shipped by Baker & Taylor may be returned with authorization within 45 days of the product's date of invoice.*** Product(s) meeting the definition of Publisher defective may be returned with prior authorization within six months of the product's date of invoice. Products purchased with value-added processing services which have been shipped as ordered are considered non-returnable.

DAMAGED SHIPMENTS: If you receive a damaged carton(s) which resulted in damaged product(s), please hold the product(s) and save the carton for Carrier inspection. If the damage is visible at the time of delivery, bring it to the Carrier's attention and note it on the Bill of Lading. Then, contact your Baker & Taylor Customer Service Representative via the toll-free number listed on the packing list.

CLAIMING SHORTAGES: Please check your packing list or invoice before claiming shortages. ***All claims must be made within 45 days from the product's invoice date.*** Please ensure you have received all cartons of a shipment prior to signing for receipt from the Carrier. Cartons you have signed for as received from the Carrier are not claimable as shortages from Baker & Taylor.

INTERNATIONAL CUSTOMERS ONLY: For information on making returns of damaged, defective, or incorrect products, please contact your local International Sales Office or our International Customer Service Department (internationallibrarycustomerservice@baker-taylor.com). You may also refer to the website http://www.baker-taylor.com/international_libraries_details.cfm.

All returns should be sent to:
Baker & Taylor Returns Center
Department R
251 Mt. Olive Church Road
Commerce, GA 30599

BAKER & TAYLOR

RETURNS POLICY

Library & Education Account Audio/Video Product Returns Policy

(Revised June 2016)

The following guidelines are required to ensure the prompt handling of your Audio / Video (AV) returns; Music CD, DVD, Blu-ray and 4k disc product. Note: Vinyl product is not returnable, per manufacturer's policies, and is a "one way" sale. All Music CD, DVD, Blu ray and 4K disc AV product returns **(excluding DVD/BD lease return product - please contact AV Customer Service for separate return procedures for your DVD/BD Lease program product)** require prior return authorization from an AV Customer Service Representative. ***Please contact your AV Customer Service Rep at 800-775-1200.***

How to Obtain Return Authorization

Contact your AV Customer Service Representative for return authorization numbers. ***All claims must be made within 45 days of invoice date.***

1. When calling for return authorization, please have the following information available:
   A. Your account number and invoice #s
   B. Reason for the claim/return
   C. Action being requested -
      1. Replacement of product (defective return will receive a replacement of the same title)
      2. Credit to your account; no replacement product necessary for incorrectly shipped items
      3. Overstock return credit requires Customer Service Manager and Sales Manager approval
2. Your AV Customer Service Representative will assign your return an authorization number (RA#). To expedite the process, please clearly mark the RA# on the outside of the carton in the upper right corner from the shipping label and on inserted documents.
3. Ship your return via an insured and traceable carrier; Baker & Taylor is not liable for returns lost in transit.
4. ***Products incorrectly shipped by Baker & Taylor requires an authorization to be returned. Product should be returned within seven days of invoice date; must be returned within 45 days of the product's invoice date.*** Product(s) meeting the definition of a Manufacturer's defective may be returned with a prior authorization. Products purchased with value-added processing services which have been shipped as ordered are considered non-returnable, unless disc is defective. In which case a replacement of same title will be sent (multi disc sets require *all* discs to be returned).

DAMAGED SHIPMENTS: If you receive a damaged carton(s) which resulted in damaged Audio/Video product(s), please hold the product(s) and save the carton for Carrier inspection. If the damage is visible at the time of delivery, bring it to the Carrier's attention and note it on the Bill of Lading. Then, contact your **Baker & Taylor AV Customer Service Rep** via the toll-free number above.

CLAIMING SHORTAGES: Please check your packing list or invoice before claiming shortages. ***All claims must be made within 15 days from the product's invoice date.*** Please ensure you have received all cartons of a shipment prior to signing for receipt from the Carrier. Cartons you have signed for as received from the Carrier are not claimable as shortages from Baker & Taylor.

All returns with RA# should be sent promptly to:
Baker & Taylor Returns Center
Dept. R
251 Mt. Olive Church Road
Commerce, GA 30599

Questions? Contact your B&T
AV Customer Service Rep (800-775-1200)
Email via AVInfo@Baker-Taylor.com or
LibraryA/Vcustomerservice@baker-taylor.com
Baker & Taylor A/V Sales 800.775-2600 x2050

NOTICE OF PRICING PROPOSAL ACCEPTANCE

For: Flagstaff City – Coconino County Public Library

Proposal Date: August 12, 2025

For: PRINT, SPOKEN WORD, AND A/V MATERIAL

Baker & Taylor is committed to providing services to our customers at a level that meets or exceeds their requirements. Please carefully review the pricing and services noted above. If you approve, please notify us by signing and returning a copy of this acceptance page to the address below. Based on your agreement to the pricing and discounts contained in this proposal and the information gathered during our discovery process, we will proceed with a plan to provide the requested services.

This pricing agreement is contingent upon mutual approval of all services and pricing by the Library and Baker & Taylor, LLC.

Baker & Taylor reserves the right to negotiate price and/or discount adjustments should the library make changes at any time throughout the duration of the project.

Flagstaff City – Coconino County Public Library
300 West Aspen Ave.
Flagstaff, AZ 86001

Signature: _____ Title: _____

Name: _____ Date: _____

Please forward to my attention at the address or email indicated below:

Baker & Taylor
2810 Coliseum Centre Drive, Suite 300
Charlotte, NC 28217
Fax: 704-998-3260
Email: bids@baker-taylor.com

FLAGSTAFF CITY-COCONINO COUNTY PUBLIC LIBRARY

300 West Aspen Avenue Flagstaff, Arizona 86001 (928) 213-2332

To: City of Flagstaff Procurement

From: Amelia Mason – Library Executive Assistant

Date: July 28th, 2025

Re: Baker & Taylor Cooperative Purchasing Agreement

The Flagstaff City-Coconino County Public Library is seeking a cooperative purchasing agreement with Baker & Taylor for the purchasing of physical circulating materials (books, DVDs, CDs, and reference materials), as well as the processing of these items (adding of laminate covers, mylar jackets, theft detection, and/or stamping the materials) not to exceed $200,000 annually, to provide library materials to the community.

This figure was generated through a careful analysis of previous spending, budget availability, and community need determined by circulation of current collection and patron requests. This figure represents the total amount we anticipate spending with Baker & Taylor for these circulating materials.

Thank you,

Amelia Mason
Executive Assistant
Flagstaff City-Coconino County Public Library
amason@flagstaffpubliclibrary.org
928-213-2350

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Amelia Mason, Administrative Specialist

Date: 08/21/2025

Meeting Date: 08/26/2025

TITLE:

Consideration and Approval of Contract: Library E-materials & DVDs Cooperative Purchase in an amount not to exceed $50,000 annually with Midwest Tape, LLC, for a period of 3 years.

STAFF RECOMMENDED ACTION:

1. The City Council approves the Library E-materials & DVDs Cooperative Purchase in an amount not to exceed $50,000 annually with Midwest Tape, LLC, for a period of 3 years; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The Library E-materials & DVDs Cooperative Purchase provides for the procurement of electronic and audiovisual library materials. The materials provided by Midwest Tape, LLC are a necessity for the library to continue to supply the community with audiovisual materials that are unavailable from other vendors as well as immediate access to e-books, e-audiobooks, and other electronic materials.

Financial Impact:

Project Name: Midwest Tape, LLC Library E-materials & DVDs Cooperative Purchase
Cost: $50,000
Account Number Budgeted: 030-07-035-0141-5-4321; and 030-07-036-0153-5-4321
FY Budgeted Amount: $236,284
Grant Funded: No
Funding Source: Library budget allocated for FY2025-26

Policy Impact:

None

Previous Council Decision or Community Discussion:

None

Options and Alternatives to Recommended Action:

1. Approve the Library E-materials & DVDs Cooperative Purchase from Midwest Tape, LLC; or
2. Do not approve the Library E-materials & DVDs Cooperative Purchase. Staff does not recommend this option, because the library would be unable to purchase new e-materials or audiovisual materials for patrons until a new procurement process can be accomplished.

Background and History:

Maricopa County conducted a competitive and open procurement process that resulted in Contract No. 16070-RFP between Maricopa County and Midwest Tape, LLC. The City of Flagstaff Procurement

department has verified that the Maricopa County cooperative purchase contract is valid and expires on April 30, 2026.

Connection to PBB Priorities and Objectives:
High Performing Governance

- Serve the public by providing high quality customer service
- Enhance the organization's fiscal stability and increase efficiency and effectiveness

Inclusive & Engaged Community

- Facilitate and foster diversity and inclusivity
- Ensure city facilities, services, and programs are accessible for all residents and representative of Flagstaff's diverse community

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

Goal ED.2. Support and encourage an excellent educational system that promotes critical thinking and job training programs at all levels.

- Policy ED.2.3. Encourage efforts to provide a full range of high-quality educational opportunities for life-long learning for all residents.
- Policy ED.2.4. Promote science, technology, engineering, mathematics, liberal arts, and entrepreneurship education at all levels.

Connection to Carbon Neutrality Plan:
N/A

Connection to 10-Year Housing Plan:
N/A

Connection to Division Specific Plan:
Library Strategic Plan Goal 1: Ensure access to accurate information and quality resources by removing barriers and meeting the needs of the community.

Attachments: Agency Contract
Agency Extension
Midwest Tape Quote

CONTRACT PURSUANT TO RFP

SERIAL 16070-RFP

This Contract is entered into this 20th day of April, 2016 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Midwest Tape, LLC an Ohio corporation ("Contractor") for the purchase of library materials and related services as a **primary vendor** per Exhibit B.

1.0 CONTRACT TERM:

1.1 This Contract is for a term of five (5) years, beginning on the 1st day of May, 2016 and ending the 30th day of April, 2021.

1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of five (5) one (1) year annual terms not to exceed a total of ten (10) years (or at the County's sole discretion, extend the contract on a month-to-month basis for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 PAYMENTS:

2.1 Payment shall be made upon the County's receipt of a properly completed invoice.

2.2 INVOICES:

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

- Company name, address and contact
- County bill-to name and contact information
- Invoice number and date
- Payment terms
- Quantity
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Total Amount Due

2.2.2 Invoices shall be sent electronically by email with an electronic attachment or through the use of a vendor database for invoice retrieval, payment and tracking.

2.2.3 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.2.4 After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (http://www.maricopa.gov/Finance/Vendors.aspx).

2.2.5 Preferred method of payment is using the Procurement Card (MasterCard) without penalty or added fees.

2.2.6 Payment may also be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process.

2.2.7 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).

2.2.8 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details

2.3 APPLICABLE TAXES:

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

2.3.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract_it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

2.3.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

2.4 TAX: (SERVICES)

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.5 STRATEGIC ALLIANCE for VOLUME EXPENDITURES ($AVE):

2.5.1 The County is a member of the $AVE cooperative purchasing group. $AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the $AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of $AVE may access a contract resulting from a solicitation issued by the County. If you **do not**

want to grant such access to a member of $AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

2.6 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's):

2.6.1 County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract

2.7 VOLUNTARY EMPLOYEE DISCOUNTS:

2.7.1 Vendors may voluntarily offer discounts to County employees for products or services provided under this contract. Whether a vendor offers or does not offer an employee discount is not a factor in nor considered in the evaluation of responses to this solicitation.

2.7.2 Any discount offered is part of a commercial transaction between the vendor and individual County employees and the County is not a party to the transaction. Any disputes or issues arising from an individual commercial transaction between the vendor and an individual County employee are a matter between the vendor and the employee. If a discount is offered, the terms will be announced to County employees.

3.0 AVAILABILITY OF FUNDS:

3.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

3.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

4.0 DUTIES:

4.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.

4.2 During the Contract term, County may provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

5.0 TERMS and CONDITIONS:

5.1 INDEMNIFICATION:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers,

directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

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

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

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

5.2 INSURANCE:

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

5.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

5.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

5.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

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

5.2.6 The insurance policies required by this Contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

5.2.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

5.2.8 **Commercial General Liability.**

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

5.2.9 **Automobile Liability.**

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the Premises under this Contract.

5.2.10 **Workers' Compensation.**

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than $1,000,000 for each accident, $1,000,000 disease for each employee, and $1,000,000 disease policy limit.

Contractor, its contractors and its subcontractors waive all rights against Contract and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor, its contractors and its subcontractors pursuant to this Contract.

5.2.11 Cancellation and Expiration Notice.

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within 2 business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to 320 West Lincoln Street, Phoenix, AZ 85003, or emailed to Procurement Officer noted in solicitation.

5.3 FORCE MAJEURE:

5.3.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Contract if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities,

nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.

5.3.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

5.3.3 The party asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

5.3.4 The County shall reserve the right to terminate this Contract and/or any applicable order or contract release purchase order upon non-performance by Contractor. The County shall reserve the right to extend the Contract and time for performance at its discretion.

5.4 WARRANTY OF SERVICES:

5.4.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

5.4.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

5.5 INSPECTION OF SERVICES:

5.5.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.

5.5.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

5.5.3 If any of the services do not conform to Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at no cost to the County. When the defects in services cannot be corrected by re-performance, County may:

5.5.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

5.5.3.2 Reduce the Contract price to reflect the reduced value of the services performed.

5.5.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:

5.5.4.1 By Contract or otherwise, perform the services and charge to the Contractor, through direct billing or through payment reduction, any cost incurred by County that is directly related to the performance of such service; or

5.5.4.2 Terminate the Contract for default.

5.6 REQUIREMENTS CONTRACT:

5.6.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials or services contained in the Contract, they will be purchased from the Contractor awarded that item if the Contractor can meet all the delivery requirements of the County. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

5.6.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

5.6.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

5.7 SUSPENSION OF WORK:

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

5.8 STOP WORK ORDER:

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

5.8.1 Cancel the stop-work order; or

5.8.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.

5.8.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

5.9 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

5.10 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

5.10.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;

5.10.2 Make progress, so as to endanger performance of this contract; or

5.10.3 Perform any of the other provisions of this contract.

5.10.4 The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

5.11 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

5.12 CONTRACTOR LICENSE REQUIREMENT:

5.12.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

5.12.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

5.13 SUBCONTRACTING:

5.13.1 The Contractor may not assign to another Contractor or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

5.13.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates or the County has approved the increase. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

5.14 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

5.15 ADDITIONS/DELETIONS OF SERVICE:

5.15.1 The County reserves the right to add and/or delete materials and services to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials or services are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

5.15.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

5.16 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

5.17 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

5.18 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

5.19 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1 which is hereby

incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

5.20 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

5.20.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

5.20.1.1 is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

5.20.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

5.20.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

5.20.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

5.20.2 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

5.21 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

5.21.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

5.21.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 5.21.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

5.22 INFLUENCE:

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct may be grounds for Disbarment or Suspension under MC1-902.
An attempt to influence includes, but is not limited to:

5.22.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

5.22.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

5.23 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

5.23.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

5.23.2 If the Contractor's books, records , accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

5.23.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or deduction from current billings Submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

5.24 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

5.25 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

5.26 PUBLIC RECORDS:

Under Arizona law, all Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services. If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

5.27 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

5.28 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

5.29 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

5.30 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

5.31 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract the governing document shall prevail in the order of precedence established by the incorporation of documents in Section 5.32.

5.32 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

5.32.1 Exhibit A, Pricing; and

5.32.2 Exhibit B, Scope of Work; and

5.32.3 Exhibit C, Contractor's RFP response dated January 14, 2016 to 16070-RFP (reference document)

NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

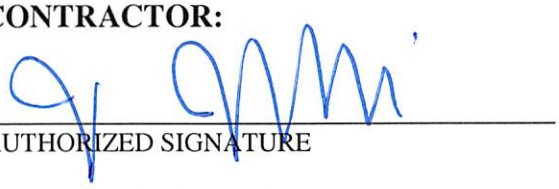
Maricopa County
Office of Procurement Services
ATTN: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

Midwest Tape, LLC
6950 Hall St.
P.O. Box 820
Holland, OH 43528

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR:



AUTHORIZED SIGNATURE

Jeff Jankowski, Vice President
PRINTED NAME AND TITLE

6950 Hall Street; Holland, Ohio 43528
ADDRESS

3-23-16
DATE

MARICOPA COUNTY:

CHAIRMAN, BOARD OF SUPERVISORS — DATE

ATTESTED:

CLERK OF THE BOARD — DATE

APPROVED AS TO FORM:

MARICOPA COUNTY ATTORNEY — DATE

EXHIBIT A
PRICING

SERIAL 16070-RFP
NIGP CODE: 95610, 95638

RESPONDENT'S NAME:	Midwest Tape, LLC
COUNTY VENDOR NUMBER :	2011000222
ADDRESS:	6950 Hall Street
	Holland, OH 43528
P.O. ADDRESS:	P.O. Box 820
TELEPHONE NUMBER:	1-800-875-2785
FACSIMILE NUMBER:	1-800-444-2785
WEB SITE:	www.midwesttapes.com
CONTACT (REPRESENTATIVE):	Jeff Jankowski, V.P.
REPRESENTATIVE'S E-MAIL ADDRESS:	jjankowski@midwesttapes.com

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	____ %

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING PAYMENT TERMS.

[X] NET 30 DAYS

1. Award criteria for purchase orders after Initial award

    a. Product Availability (is the product in stock)

    b. Processing/Cataloging Accuracy
        i. Correct item to correct branch
        ii. Processed correctly
        iii. Catalogued correctly
        iv. Invoiced correctly
        v. Delivery

    c. Price
        i. Shelf-ready price – material cost + processing + cataloging

EXHIBIT B
SCOPE OF WORK

1.1 PRIMARY VENDORS (THIS DESIGNATION IS DETERMINED IN THE FIRST PARAGRAPH OF THE CONTRACT AND IS SUBJECT TO CHANGE BASED ON THE SOLE DISCRETION OF THE COUNTY):

1.2 To qualify as primary vendor candidates, please be prepared to supply materials, processing and cataloging services to the District libraries.

Vendor Response:

Midwest Tapes seeks to qualify as a primary vendor for DVDs, Blu-Ray DVDs, Audio Books on CD and Music CDs. We work with over 900 movie studios, 3,000 music labels and 225 publishers to provide the library with a vast array of audio visual materials. Added-value services of cataloging and processing are available on all of our product lines.

1.2.1 Supply all physical formats of print and media materials including but not limited to the following

- 1.2.1.1 Books for adults, teens and children in all formats
- 1.2.1.2 Adult and juvenile foreign language materials (including fotonovelas)
- 1.2.1.3 Books with media kits (Example: language learning, storybooks with audio)
- 1.2.1.4 DVDs
- 1.2.1.5 Blu-Rays
- 1.2.1.6 Audio books on CD
- 1.2.1.7 Music CDs
- 1.2.1.8 Continuations and serial publications (excluding magazines and journals)

Vendor Response:

Midwest Tape will provide to the Maricopa County Library District (MCLD) DVDs, Blu-Ray DVDs, Audio Books on CD and Music CDs.

1.2.2 Catalog materials per MCLD specifications detailed in Exhibit 5 of the RFP using the most fiscally responsible method - i.e. – copy cataloging over original cataloging.

Vendor Response:

Midwest Tape has been partnered with OCLC for several years. Midwest Tape will search for records in WorldCat and if no match is found, create a Level K for OCLC to upgrade. Midwest Tape can provide cataloging for 100% of the titles we offer for sale through this partnership. We have been the originator of nearly all-new DVD records for the past five years. We provide these different levels of cataloging services to more than 2,500 individual libraries. Last year alone, Midwest Tape delivered 422,775 Full Level MARC records, 66,422 Customized OCLC MARC records and 94,764 item records to our customers. Directly from our website, customers downloaded 45,000 Marc on the Spot Records (Full Level with no customization) and 1,172,055 free vendor order records.

Our staff will provide one-on-one attention with your library staff to ensure that the level of records are set up and received in the manner as needed by the library. With over 10 year's experience in providing assistance in this valuable service area, we believe that we will meet the expectations of your library.

Communication with the Maricopa County Library staff has been on-going throughout the last agreement to come to an understanding of providing the most fiscally responsible level of cataloging audiovisual materials. Through that wonderful, valuable communication Midwest Tape

listened to your staff's needs, hiring a full time/on-site audiovisual cataloger (MLIS certified through Wayne State University) to provide cataloging enhancements here at Midwest Tape.

The Midwest Tape cataloging staff has reviewed the requirements for cataloging as outlined in Exhibit 5 of the RFP. Knowing the Library seeks to have a vendor that can provide fiscally responsible methods of cataloging audiovisual materials, we ask that the evaluation committee review our information outlined in the Proposal Exceptions section (pages 38 & 39) providing your staff with the understanding of a specialized, lower cost method of achieving the library's desired cataloging records which is slightly altered from the outline of requirements in the RFP, thus we felt it best to outline those difference as proposal exceptions. Please see vendor RFP response dated January 14, 2016 for more information.

1.2.3 Apply relevant Shelf Logic Class Scheme as detailed in Exhibits 8-12 of the RFP.

Vendor Response:

Midwest Tape can provide the Shelf Logic Class Scheme as detailed in Exhibits 8-12 pertaining to audiovisual materials.

1.2.4 Physical processing of materials purchased using MCLD specifications detailed in Exhibit 6 (print) and Exhibit 7 (media)

Vendor Response:

Midwest Tape can provide the required processing services as outlined in Exhibit 7 of the RFP through our VIP digital processing services. Variable Integrated Processing (VIP) was developed by Midwest Tape for the exclusive use of our customers. This innovative program allows us to offer customized and attractive packaging while eliminating the need for hand-applied labels. This service is currently set up for Maricopa County Library District here at Midwest Tape. Midwest Tape provides Variable Integrated Processing (VIP) services for the exclusive use of our customers, including MCLD. This innovative program allows us to offer customized and attractive packaging while eliminating the need for additional labels.

Benefits of VIP

- Specific customization
- Branded and attractive appearance
- Money-saving solution for label outsourcing costs (no stickers)
- Perfect label placement every time
- Theft deterrence
- Sturdy components
- Versatility for changing needs
- High-quality digital images
- Faster service

Through the VIP digital processing service, many of your library's required label that were traditionally applied by hand, can be integrated directly into the image of the title. This is both cost and time effective for the library. Midwest Tape can even digitally integrate the library's barcode.

Your library is assigned a specific Processing Coordinator, Rebecca Dick, will discuss and support the library's staff from beginning of set up, through testing of our services and on-going for the life of the business relationship. All of this support is provided free of charge to the library.

We tailor our processing services to best meet the needs of every library. Communication is very important in such a valued service between the library and our Processing Department. Our VIP digital processing service was designed with input from our public library customers based on their individualized processing needs, making it the fastest growing area of our company.

Every retailed priced audio book you order from Midwest Tape comes packaged in our exclusive SoundSafe™ case. The patented SoundSafe™ case is engineered specifically for libraries. It is extremely rugged, which means secure storage in a drop-box proof case. The patented SoundSafe™ case is engineered with durable polypropylene sleeves will stand up to thousands of uses. The cloth interiors prevent scratching, increasing disk life, and the sleeves have special retention welds that prevent disks from falling out.

All audiovisual material sold by Midwest Tape to MCLD will be shelf-ready with cover art included – processed and cataloged to the specifications outlined by your library. All material is guaranteed new. This patented digital process eliminates the need for labels by scanning the original packaging and digitally embedding all of the library's labels directly onto one sheet of paper which includes the front, spine and back of the title's artwork.

Advantages of our VIP digital processing service include greater processing accuracy, faster delivery of processed materials, savings on label costs, and extremely high quality digital images. Most importantly, digital processing serves as a significant theft deterrent; in fact, digital processing has been proven to reduce theft by up to 40% in libraries troubled by this problem.

1.2.5 All ordering must be done through an online system, compatible with Polaris ILS

Vendor Response:

We have partnered with all of the major ILS systems, including Polaris, to streamline workflows for your library. We also support 9XX ordering, EDI ordering capabilities, EDI invoicing, EDI acknowledgements and email text acknowledgements. All of these services are free, along with any technical support or customization that your library requires. Please see vendor RFP response dated January 14, 2016 for more information.

Midwest Tape works with all major Integrated Library Systems (ILS) to streamline the creation of order records by adding 9xx tags to Midwest Tape's free downloadable vendor records. There is no charge for the programming of these tags or the downloading of vendor records.

9xx ordering truly saves your library time. We can populate your vendor records to show such information as specified funds, locations, and collection codes. Your staff won't have to enter any of this information manually.

Using vendor records for the items in your carts eliminates hand-creating orders in your library's Polaris ILS system. Using information your library provides, we will program the additional order record tags attached to your downloaded vendor records. These order record tags vary by ILS, but the tag itself is usually found in the 900s. This 9xx tag will carry whatever fund (budget), location, collection code, pricing information, and note fields you need. Additionally, the list price of the title can be placed within our vendor records which are located usually with the 020 tag or can be customized within any other tag required by the library. When product ships, the library is sent a MARC file with 949 tags with barcodes to create the item records in Polaris.

Along with our Polaris connectivity, Midwest Tape's website (www.midwesttapes.com), offers sophisticated title searching, advanced collection building tools, flexible cart loading and cart management, and a swift, easy to use ordering process. These systems were built completely in-house and are based entirely on feedback from our libraries.

1.2.6 Online, real time order status/tracking is highly desired

Vendor Response:

The Midwest Tape website is available 24 hours a day/7 days a week and is continually updated throughout each day. The library can view the status of a title at any time through our website.

The Midwest Tape website offers sophisticated title searching, advanced collection building tools, flexible cart loading and cart management and easy to use ordering process. Our website also features a number of reporting tools.

1.2.7 Ordering by title for multiple branches while invoicing by branch is highly desired

Vendor Response:

Our website's most advanced feature is the Smart Cart giving our users the option to change, update, and view and sort items from one neatly organized screen. Through the Smart Cart, the user can view a large variety of information without ever leaving the main screen.

The information provided can contain stock number, product ID, title, street date, genre format (DVD/Blu-Ray) retail price, discount price, ISBN, publication date, and much more – all columns sortable in whatever manner is best for your selectors.

Through this Smart Cart, the user can view a large variety of information including text reviews, annotations, cover images and citations without ever leaving the main screen.

1.2.8 Must be able to supply customized selection lists

Vendor Response:

We offer free Customized Standing Order Plans designed to allow for the flexibility to support a variety of selection plans for the Library. This service delivers customized selection lists based upon various plan profiles of library collection needs. Lists are sent as website carts every two weeks enabling the library to edit and select all materials. No automatic shipments are made. The library has complete control over this process. All DVD high demand, popular, feature films, children's, fiction, non-fiction titles are strategically monitored from 3-5 months prior to release date by our Purchasing Department. CD Music notifications occur 2 – 3 months prior to release and Audio book notifications occur bi-weekly as much as 9 months before release date. This enables us to continually increase "on order" quantities with the manufacturers. Please see vendor RFP response dated January 14, 2016 for more information.

1.3 Primary Vendor Selection and Supply Services

1.3.1 Vendor will retain staff with expertise related to the publishing and media industries to advise and consult with MCLD Collection Management staff as necessary.

Vendor Response:

Sarah Helm is assigned to work with the MCLD Collection Development staff. Along with Ms. Helm, our Collection Development Team consists of 3 Standing Order coordinators that oversee specific areas of DVDs, Music CDs and Audio books. Along with these three coordinators, our Collection Development team consists of 21 Marketing Research members and 6 Data Entry staff, who are responsible for product research, catalogue development and collection development services.

1.3.2 Vendor will stay current and up-to-date with MCLD's unique needs as related to continually-changing demands from various constituents served by the Library District.

Vendor Response:

Communication is important to any vendor/library relationship. Our team is available Monday – Friday 8:30 a.m. to 5:00 p.m. EST. Every member of our company can be reached at our main 800-875-2785 number as we have 'live' customer service staff to answer your staff's call. Our staff is trained to respond to library's inquiries or concerns within one business day. Most issues are resolved within a few hours of a phone call or email.

MCLD is assigned specific Midwest Tape staff to assist with all aspects of service. Your direct support staff is Rebecca Dick, Processing and Cataloging Coordinator. She can be contacted Monday – Friday from 8:30 – 5:00 p.m. EST at 800-875-2785 or by email rdick@midwesttapes.com.

The flexibility of our processing, cataloging and collection development services is such that changing needs of the library can be accommodated throughout the process. We've had the pleasure of working with your library team within the last contract and have developed a more fiscally responsible level of cataloging that has been tested successfully. Further details of this level of cataloging your audiovisual materials has been outlined in the Proposal Exceptions section (pages 39 & 40) as some of the changes, agreed to by your library, are slightly different that outlined in the RFP. Please see vendor RFP response dated January 14, 2016 for more information.

1.3.3 Vendor will remain in constant contact with MCLD Collection Management staff as necessary and respond to all inquiries and questions no later than one business day. Conference calls may be scheduled on a regular basis.

Vendor Response:

Communication is very important in our collection development services and any other aspect of a vendor/library relationship. Our Collection Development Team members can be reached by our main 800-875-2785 phone line and by email Monday – Friday, 8:30 a.m. – 5:00 p.m. EST. All questions/concerns will be addressed in less than one business day.

1.3.4 Vendor will prepare recommended selection lists based upon publishing industry and media trends to assist MCLD Library Materials Selectors.

Vendor Response:

Customized Standing Order Plans with Midwest Tape are designed to allow for the flexibility to support a variety of selection plans for the Library. This service delivers customized selection lists based upon various plan profiles of library collection needs. Lists are sent as website carts every two weeks enabling the library to edit and select all materials. No automatic shipments are made. The library has complete control over this process. Specialized collection lists can be created by our staff at any time needed by the library at no additional costs.

All DVD high demand, popular, feature films, children's, fiction, non-fiction titles are strategically monitored from 3-5 months prior to release date by our Purchasing Department. CD Music notifications occur 2 – 3 months prior to release and Audio book notifications occur bi-weekly as much as 9 months before release date. This enables us to continually increase "on order" quantities with the manufacturers.

Our Collection Development team uses many review sources for DVD, Music CDs and Audio Books from the following publications and on-line sources: Rotten Tomatoes, Metacritic, Film Critic, Video Librarian, Rolling Stone, Spin Magazine, Billboard Magazine, New York Times Best Sellers List, Audio Awards, NY Times Notable Book List and many more.

Audio book review sources include but are not limited to: New York Times, AudioFile, Library Journal, Publisher's Weekly, Kirkus, School Library Journal, Entertainment Weekly, Booklist, Bookpage, USA Today. Additional Audio book sources: New York Times Best Sellers List, Audie Awards, Parent's Choice Awards, Hugo Award, Nobel Prize for Literature, National Book Awards, NY Times Notable Book List, Alex Awards, Newbery Medal, Grammy Awards, book

Sense Book of the Year, Scotiabank Giller, National Book Critics Circle Awards Edgar Awards, Pulitzer Prize, Young Readers Choice Awards. Governor General's Award, Booker Prize for Fiction, AudioFile Earphones Award, Listen Up Award Winners, Oprah's Book Club, Pen/Faulkner Award.

Music selection review sources include but are not limited to the following: Rolling Stone/Pop Music, Spin Magazine/Pop Music, Billboard Magazine/Pop Music, Paste Magazine/Rock Music, Under the Radar/Rock Music, Downbeat/Jazz and Blues, XXL Magazine/Hip Hop, Alternative Press/Rock Music, Country Weekly/Country Music, Vibe/Urban Music, Gramophone/Classical, BBC Music/Classical, Dirty Linen/Folk Music, Songlines/World Music, USA Today/Pop Music, New York Times/Pop Music, Entertainment Weekly, Batanga/Latin Music, Allmusic.com/All Music, Metacritic.com/All Music, NME.com/Rock Music, Pitchforkmedia.com/Rock Music, Globe and Mail/ All Music, Canadian Music.com/ All Music, Maple Music.com/ All Music, Music Canada.com/ All Music.

1.4 Primary Vendor Services for an Opening Day Initial Inventory Materials Collection

Vendor Response:

Each Opening Day Collection developed by Midwest Tape is handled by one primary Project Manager who communicates with the library throughout the project from start to completion. The Project Manager, Alexis Johnson, will work with the library to develop a collection/process-specific timeline that will ensure both accuracy of services and timely completion. The Project Manager will collaborate with a Collection Development team that is comprised of individuals within Midwest Tape's Marketing Department, each of whom specializes in a genre-specific area of DVD, CD, and Audio Book product. These members will be appointed based upon the collection needs of the library. Processing, cataloging and shipping staff will report directly to the Project Manager for questions and implementation of services. We can tailor your collection development needs to meet the library's profiles.

All opening day collection services are free of charge except for any required processing; cataloging and vendor assisted unpacking requirements.

1.4.1 Opening Day Collection (ODC) – Core collection will be selected, acquired and in place upon the opening of a new (or new to the District) library.

Vendor Response:

The Midwest Tape ODC Project Manager, will work in conjunction with the Collection Development staff to ensure that the most-up-to date titles are selected. Our database offers several options to determine a title's popularity based on purchases, reviews, customer sales and many other options. The library will have complete control over the final lists and our staff will be available to create as many lists as necessary to fulfill the needs of the Library.

Upon completion of the product, it will be stored in Midwest Tape's fully-insured, climate controlled warehouse at no charge. Midwest Tape has only one facility located at 6950 Hall Street in Holland, Ohio. This warehouse and offices are protected by a security system 24 hours a day and all inventories are covered under current Insurance Policies.

All Opening Day Collection products, organized according to the specifications of the Library, will be shipped via UPS to the new facility when it has been deemed necessary by the Library. With our shipping technology through UPS, we can determine the timeframe required to ship the product down to the number of days it would take to arrive. This allows Midwest Tape to more accurately determine the specific date the Library needs the product to arrive, coordinating the efforts of several vendors that are providing services for the new library.

1.4.2 ODC will be based upon District profiles/specifications provided to the vendor as needed.

Vendor Response:

The Project Manager will work with the library to develop a collection/process-specific timeline that will ensure both accuracy of services and timely completion. The Project Manager will collaborate with a Collection Development team that is comprised of individuals within Midwest Tape's Marketing Department, each of whom specializes in a genre-specific area of DVD, CD, and Audio Book product. These members will be appointed based upon the collection needs of the library. Processing, cataloging and shipping staff will report directly to the Project Manager for questions and implementation of services.

1.4.3 The ODC will included vendor selection, cataloging, processing, storing until facility is ready as determined by the District, delivery and vendor assisted unpacking.

Vendor Response:

Our ODC project management program will include selection assistance, cataloging, processing; and storing of the material until the facility is completed and delivery has been authorized by the library.

1.4.4 For newly opened branch libraries, Vendor will provide five (5) calendar days of onsite assistance in the first year and up to three (3) days for each contract year thereafter. Conference calls may also be scheduled on a regular basis.

Vendor Response:

Midwest Tape can comply with this requirement.

1.5 SUPPLEMENTARY VENDORS (THIS DESIGNATION IS DETERMINED IN THE FIRST PARAGRAPH OF THE CONTRACT AND IS SUBJECT TO CHANGE BASED ON THE SOLE DISCRETION OF THE COUNTY):

1.5.1 Supplementary vendors supply materials not provided by primary vendors.

1.6 DELIVERY:

1.6.1 Delivery is desired as soon as possible – including prior to publication date (print) and prior to the release date (media).

Vendor Response:

Midwest Tape realizes that providing your audiovisual material before street-date is very important. We pride ourselves on providing the library with today's hottest/newest released audiovisual materials prior to street date including shelf-ready services.

There are a few methods to support your library with early and relative title information. The first is with our Customized Standing Order Plans, MCLD has complete control over this process and the ordering control of pre-publication titles. All DVD high demand, popular, feature films, children's, fiction, non-fiction titles are strategically monitored from 3-5 months prior to release date by our Purchasing Department, Music CDs 4-6 months and Audio Book notifications occur bi-weekly as much as 9 months before release date. This enables us to continually increase "on order" quantities with the manufacturers.

The other method of support is through our free, easy-to-use website. Through our 'Calendar' feature - is a live interactive calendar which displays upcoming new releases.

1.6.2 Delivery is **REQUIRED:**

1.6.2.1 For Best Sellers/Blockbusters: No later than date of publication when material is ordered sufficiently prior to publication or release date.

Vendor Response:

Midwest Tape strives to have all hot new/popular titles cataloged before street date. All DVDs in this category should be cataloged 6 weeks prior to release arriving to the library approximately 2 weeks prior to release date (so long as the order for the title has been placed 30 days prior), CDs cataloged 4 weeks prior to release with shipping on or before street date, and AB titles within 2 weeks before street date.

1.6.2.2 For materials "in-stock" status with vendor at time of placement: Two Weeks after date of order.

Vendor Response:

Midwest Tape maintains a 97% fill rate. Our Purchasing System is monitored daily and ensures that the library's ordered materials are shipped to the library within the requirement of in stock product 90% of processed materials within one week of receipt of order and 80 % of shelf-ready materials shipped to the Library within two weeks of receipt of product by Midwest Tape.

1.6.2.3 For materials "backordered": within 5 months of order date. After material has been on order for 5 months, vendor will cancel and notify Library District. Vendor is required to notify the Library District of each and every title cancelled on vendor's end within two weeks of cancellation.

Vendor Response:

Midwest Tape will comply with the library's requirement of order fulfillment within five months from date of order. In the instances where the titles cannot be acquired by our many vendors within the required timeframe, it will be reported to the library to offer the option of cancelling the title.

From our website, this information is accessible 24 hours a day/7 days a week.

Cancellation and Open Orders Reports (backorder status) are available on our website located on the homepage and are updated continually throughout the business day. The Cancellation Report tool allows the user to choose the method of sorting and results return that best fits their needs.

1.6.3 Library materials shall be delivered to each of the Library District branches during the branches normal hours of operation.

Vendor Response:

Audiovisual Materials shipped from Midwest will be delivered at the branches during normal hours of operation.

1.6.4 *Invoices are to be sent to electronically as noted in Paragraph 2.2.2 of the master contract.*

Vendor Response:

Electronic invoicing services are available for our Polaris ILS customers at no additional cost. We provide our EDI customers access to the Midwest Tape FTP server to facilitate the exchange of EDI X12 orders, acknowledgements and invoices.

1.6.5 Delivery shall be F.O.B. Destination Freight Prepaid to the appropriate Library District branch per order details.

Vendor Response:

Midwest Tape will comply with this requirement

1.7 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

Vendor Response:

The staff of Midwest Tape understands and will comply with this requirement.

Maricopa County
Office of Procurement Services

www.maricopa.gov

Chief Procurement Officer
160 South 4th Avenue
Phoenix, AZ 85003
Phone: (602) 506-3967
Fax: (602) 506-6766

March 18, 2021

Your company, **Midwest Tape, LLC** (the "Contractor"), currently holds Contract Serial No. **16070-RFP for Library Materials and Related Services** with Maricopa County ("County") entered into on **April 20, 2016** (hereinafter the "Contract") and effective **May 1, 2016**. The Contract currently has an expiration date of **April 30, 2021.** The Contract provides for renewal options and the County is seeking to renew the term for a period of **five (5)** years. It also provides terms that the County and Contractor may amend the Contract, if amendments are put in writing, approved, and signed by both parties.

The County is considering renewing the Contract under the existing general terms and conditions, with the exception that newly approved statutory and County requirements must be either added or clarified by amendment. The proposed amendments to the Contract are attached as a part of this renewal letter and are subject to agreement of the parties.

This letter does not guarantee this Contract will be renewed nor is it an offer to renew. It is solely to determine whether the Contractor is interested in possible renewal, in the event the County determines that renewal is in its best interests. The County intends to amend the Contract to include the language in the Attachment following this letter (if there is no Attachment, there are no additional terms/conditions changing in the Contract). By agreeing to this renewal, the undersigned also agrees to the amendments on behalf of Contractor, which will be added to the Contract by written agreement of both parties in the event that the County decides to renew this Contract. The individual signing this letter acknowledges that they are authorized to contractually obligate Contractor to agree to the amendments and additional contract term.

Please return this letter to our office **within five (5) business days of the date of this letter** along with an updated Certificate of Insurance as described in the Insurance section of the Contract to include any changes that may be outlined in the Amendment. FAILURE TO APPPROVE AND RETURN THIS LETTER AND A VALID CURRENT CERTIFICATE OF INSURANCE AS NOTED ABOVE WILL RESULT IN YOUR CONTRACT ENDING UPON THE ORIGINAL END DATE OF THE CONTRACT. For further information regarding the renewal and the proposed amendments, please contact the Senior Procurement Officer, Brian D. Walsh, at (602) 506-3243.

If there are any changes to your contact information as indicated above, please note them on your response. It is the responsibility of the Contractor to maintain current contact information with Maricopa County Finance (http://www.maricopa.gov/922/Vendors) and with Bidsync (www.bidsync.com) in order to ensure proper routing of notices.

By: _____
Name, Sr. Procurement Officer

By: _____ _____
Signature - Approved Signature - Disapproved

Jeff Jankowski, Vice President — March 23, 2021
PRINT NAME AND TITLE — DATE

SERIAL: 16070-RFP

1.0 MARICOPA COUNTY CONTRACTUAL CHANGES TO THE TERMS AND CONDITIONS:

1.1 WRITTEN CERTIFICATION PURSUANT to A.R.S. § 35-393.01 (New Section)

If vendor engages in for-profit activity and has 10 or more employees, and if this agreement has a value of $100,000 or more, vendor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 48421.

1.2 UNIFORM ADMINISTRATIVE REQUIREMENTS: (New Section)

By entering into this Contract, the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

1.3 CONFIDENTIAL INFORMATION: (New Section)

Any information obtained in the course of performing this Contract may include information that is proprietary or confidential to the County. This provision establishes the Contractor's obligation regarding such information.

The Contractor shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. The Contractor's procedures and controls at a minimum must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the Contract, the County determines that the procedures and controls in place are not adequate, the Contractor shall institute any new and/or additional measures requested by the County within fifteen (15) calendar days of the written request to do so.

Any requests to the Contractor for County proprietary or confidential information s shall be referred to the County for review and approval, prior to any dissemination

1.4 GOVERNING LAW: (Section 5.30 shall be deleted in its entirety and replaced with the following)

This Contract shall be governed by the laws of the State of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court, Phoenix, Arizona.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

July 16, 2025

Abbey Buckham, Collection Management Supervisor
Flagstaff City-Coconino County Public Library
300 West Aspen Ave.
Flagstaff, Arizona 86001

RE: Letter of Service Summary – Midwest Tape, LLC

Dear Ms. Buckham:

For the past 36 years, Midwest Tape has grown steadily by always listening to our library customers. Making sure we deliver the service libraries need with the physical and digital media that their patrons want. Our exclusive focus on serving public libraries, along with a commitment to continual innovation, is what leads to our innovation and the creation of library services such as hoopla, the company's digital media service.

Midwest Tape (Midwest) is a full-service media distributor offering a wide variety of workflow solutions. Our unique product offerings and performance capabilities make us a number one media provider for public libraries. Midwest provides complete custom solutions for the fulfillment and support for physical media (DVDs, Music CDs, and Audiobooks) as well as Digital Media (Movies, TV, Audiobooks, Music, eBooks, and Comics) to Public Libraries throughout North America. From custom selection processes all the way through to library and patron support, Midwest Tape's consultative approach delivers superlative performance and enables us to provide unique products and services that fit each individual library's needs.

Midwest Tape is pleased to extend to the **Flagstaff City-Coconino County Public Library** the following discounts on audiovisual materials.

> **DVDs**– 25% off MSRP on all Hot New Release and Catalog titles.
> **Blu-Rays** – 25% off MSRP on all Hot New Release and Catalog titles.
> **Music CDs** – 25% off MSRP on all Hot New Release and Catalog titles.
> **Audiobooks** – This media is offered at the retail price; this cost includes the product, specialty welded sleeves to prevent disc slipping, artwork, and a library-friendly, highly durable SoundSafe™ case.

In addition to the discounts, free shipping is provided to your Library for all orders, regardless of order size.

Workflow Solutions and Physical Media

Midwest Tape's Customized Standing Order service (called *myCarts*) offers a variety of selection lists based on your library's selection preferences and requirements. Our selection lists provide libraries with unique performance capabilities that you will not find elsewhere. This service is ***free*** of charge, modifiable at any time; includes free vendor records which are utilized to generate order records and on staff selectors at your disposal, all with no minimums, no contracts, and no obligation to purchase.

In addition, Midwest Tape offers seamless processes for opening day collection requirements. We offer a dedicated coordinator team to assist your library in creating a complete turnkey process, including

everything from customized selection lists, ILS ordering integration to full delivery of shelf-ready products delivered and packed by the designated shelf or genre.

Our Digital Processing Services provide shelf-ready products customized to each individual library. A dedicated coordinator and a team of processors are assigned to assist you throughout the process and after. Midwest Tape's exclusive Variable Integrated Processing (VIP) uses imaging technology to create customized packaging and data services. In addition, for audiobooks, our digital processing service includes our patented SoundSafe ᴹ case, which has been engineered specifically for libraries. These services are available in all formats.

Should the library require advancements in the physical processing of their audiovisual materials, please note that Midwest Tape reserves the right to adjust the pricing for processing services accordingly. Advancements include but are not limited to; changes to the type of cases required, activation of the library requested RFID tag and the application of additional physical labels to either the disc or case. Additional digital labels can be provided at no additional cost to the library.

Midwest Tape also can provide Full MARC records for DVD, Blu-Ray DVD, and Audiobooks for $1.40 per title along with entering detailed holdings information in a (949) field at the cost of $0.30 per (949) field.

Midwest Tape is pleased to provide our audiovisual goods and value-added services to the Flagstaff City-Coconino County Public Library for the Fiscal Year 2025 - 2026 with the estimated expenditure of $50,000.00. This amount represents an annual content purchase of physical audiovisual materials and hoopla digital access over 12 months. This can be renewed annually until the fiscal year end 2028. Midwest Tape requests an annual review of digital expenditures to ensure the level of funding meets the library patron's usage.

Line item:	Description	Estimated Expenditure:
001	Audiovisual Materials	$ 4,000.00
002	hoopla Digital Platform	$46,000.00

Thank you for allowing us to extend this information. If we can be of further assistance, please contact our team and we'd be happy to help.

Sincerely,

Ann Ford

Ann Ford, Vice President of Sales and Customer Support

CC: Gracie Calvin, Account Executive; Midwest Tape (Gcalvin@midwesttapes.com)
Janet Timm, Bid/RFP Specialist; Midwest Tape(BIDRFPinfo@midwesttapes.com)

1417 Timberwolf Drive
Holland, OH 43528

800.875.2785
midwesttape.com | hoopladigital.com

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Amelia Mason, Administrative Specialist

Date: 08/21/2025

Meeting Date: 08/26/2025

TITLE:

Consideration and Approval of Contract: Library E-materials Purchase for an amount not to exceed $117,000, annually with OverDrive, Inc., for a period of 3 years, with 2 one-year extensions.

STAFF RECOMMENDED ACTION:

1. The City Council approves the Library E-materials Purchase for an amount not to exceed $117,000, annually with OverDrive, Inc., for a period of 3 years, with 2 one-year extensions; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The annual OverDrive, Inc. Library E-materials Purchase provides for the purchase of electronic library materials. The E-materials provided by OverDrive, Inc. are a necessity for the library to continue to supply the community with new and renewed e-books, e-audiobooks, and e-magazines.

Financial Impact:

Project Name: OverDrive, Inc. Library E-materials Purchase
Cost: $117,000
Account Number Budgeted: 030-07-035-0141-5-4321; 030-07-037-6003-5-4321; and 030-07-038-6327-5-4321
FY Budgeted Amount: $300,094
Grant Funded: Yes - $25,000, Arizona State Library, Archives and Public Records, FY26 State Grant-in-Aid
Funding Source: Library budget allocated for FY26 and potential State Grant-in-Aid funds for FY26

Policy Impact:

None

Previous Council Decision or Community Discussion:

None

Options and Alternatives to Recommended Action:

1. Approve the OverDrive, Inc. Library E-materials Purchase; or
2. Do not approve the OverDrive, Inc. Library E-materials Purchase. Staff does not recommend this option, because the library would be unable to purchase new or replacement e-materials for patrons to check out until a new procurement process can be accomplished.

Background and History:

The City of Mesa Purchasing Division conducted a competitive and open procurement process that resulted in Contract No. 2023058 between the City of Mesa and OverDrive, Inc. The City of Flagstaff Procurement

department has verified that the City of Mesa cooperative purchase contract is valid and expires on February 28, 2026, and may be renewed for an additional two years.

Connection to PBB Priorities and Objectives:
High Performing Governance

- Serve the public by providing high quality customer service
- Enhance the organization's fiscal stability and increase efficiency and effectiveness

Inclusive & Engaged Community

- Facilitate and foster diversity and inclusivity
- Ensure city facilities, services, and programs are accessible for all residents and representative of Flagstaff's diverse community

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

Goal ED.2. Support and encourage an excellent educational system that promotes critical thinking and job training programs at all levels.

- Policy ED.2.3. Encourage efforts to provide a full range of high-quality educational opportunities for life-long learning for all residents.
- Policy ED.2.4. Promote science, technology, engineering, mathematics, liberal arts, and entrepreneurship education at all levels.

Connection to Carbon Neutrality Plan:
N/A

Connection to 10-Year Housing Plan:
N/A

Connection to Division Specific Plan:
Library Strategic Plan Goal 1: Ensure access to accurate information and quality resources by removing barriers and meeting the needs of the community.

Attachments: Agency Contract
Overdrive Quote
Overdrive Memo

DocuSign Envelope ID: E739906C-5A97-4BB1-B114-1636A719D72F

AGREEMENT PURSUANT TO SOLICITATION

CITY OF MESA AGREEMENT NUMBER 2023058
LIBRARY DIGITAL MEDIA

CITY OF MESA, Arizona ("City")

Department Name	City of Mesa – Purchasing Division
Mailing Address	P.O. Box 1466
	Mesa, AZ 85211-1466
Delivery Address	20 East Main St, Suite 450
	Mesa, AZ 85201
Attention	Evan Karl, NIGP-CPP, CPPB Procurement Officer I
E-Mail	Evan.Karl@MesaAZ.gov
Phone	(480) 644-2356

With a copy to: City of Mesa – Library Services
Attn: Jesse Simms, Assistant Library Director
P.O. Box 1466
Mesa, AZ 85211-1466
Jesse.Simms@MesaAZ.gov

AND

OVERDRIVE, INC., ("Contractor")

Mailing Address	One OverDrive Way
	Cleveland, OH 44125
Remit to Address	PO Box 72117
	Cleveland, OH 44192
Attention	Stephanie Everett, Account Manager
E-Mail	severett@overdrive.com
Phone	216-573-6886
Fax	216-573-6888

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This Agreement pursuant to Solicitation ("Agreement") is entered into this 27th day of February 2023, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and OverDrive, Inc., a Delaware corporation ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

RECITALS

A. The City issued Solicitation number **2023058** ("Solicitation") for **LIBRARY DIGITAL MEDIA**, to which Contractor provided a response ("Response"); and

B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the services/materials described in the Solicitation and Response.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

1. **Term**. This Agreement is for a term beginning on **March 1, 2023** and ending on **February 28, 2026**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.

    1.1 **Renewals.** On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of two (2) years. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately before the expiration of the then-current term.

    1.2 **Extension for Procurement Processes**. Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a vendor to provide the services/materials provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days before the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately before the expiration of the then-current term.

2. **Scope of Work**. The Contractor will provide the necessary staff, services, and associated resources to provide the City with the services, materials, and obligations attached to this Agreement as **Exhibit A** ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.

    The Agreement is based on the Solicitation and Response which are hereby incorporated by reference into the Agreement as if written out and included herein. In addition to the requirements specifically set forth in the Scope of Work, the Parties acknowledge and agree that the Contractor shall perform in accordance with all terms, conditions, specifications, and other requirements set forth within the Solicitation and Response unless modified herein.

3. **Orders**. Orders are placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) Notice to Proceed, or (iii) Delivery Order off of a Master Agreement for Requirement Contract where multiple as-needed orders will be placed with the Contractor. The City may use the Internet to communicate with Contractor and to place orders as permitted under this Agreement

4. **Document Order of Precedence**. In the event of any inconsistency between the terms of the body of the Agreement, the Exhibits, the Solicitation, and Response, the language of the documents will control in the following order.

    a. Agreement
    b. Exhibits
        1. Mesa Standard Terms & Conditions
        2. Scope of Work
        3. Other Exhibits not listed above
    c. Solicitation including any addenda
    d. Contractor Response

5. **Payment.**

    5.1 **General**. Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in **Exhibit B** ("Pricing") in consideration of Contractor's performance of the Scope of Work during the Term.

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

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

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

    5.3 **Price Adjustment**. Any requests for reasonable price adjustments must be submitted in accordance with this Section 5.3. Requests for adjustment in the cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustments in providing the services/materials under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

    During the sixty (60) day period before the contract expiration date of the Agreement, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve (12) month change in the ***Consumer Price Index for All Urban Consumers*** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (http://www.bls.gov/cpi/home.htm). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

    5.4 **Renewal and Extension Pricing**. Any extension of the Agreement will be at the same pricing as the initial Term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the parties. The Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted

thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.

5.5 **Invoices**. Payment will be made to Contractor following the City's receipt of a properly completed invoice. No terms set forth in any invoice, purchase order, or similar document issued by Contractor will be deemed accepted by the City; the terms of the contractual relationship between the Parties are as set forth in this Agreement. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

a. Contractor name, address, and contact information;
b. City billing information;
c. City contract number as listed on the first page of the Agreement;
d. Invoice number and date;
e. Payment terms;
f. Date of service or delivery;
g. Description of materials or services provided;
h. If materials provided, the quantity delivered and pricing of each unit;
i. Applicable Taxes;
j. If applicable, mileage or travel costs; and
k. Total amount due.

5.6 **Payment of Funds**. Contractor acknowledges the City may, at its option and where available use a Credit Card/Procurement Card to make payment for orders under the Agreement with no additional charge/fee. Otherwise, payment will be through a traditional method of a check.

5.7 **Disallowed Costs, Overpayment**. If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for materials/service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

6. **Insurance**.

6.1 Contractor must obtain and maintain at its expense throughout the term of Contractor's agreement, at a minimum, the types and amounts of insurance set forth in this Section 6 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the materials/service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.

6.2 Nothing in this Section 6 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.

6.3 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.

6.4 Each insurance policy required under the Agreement must be in effect at or before the execution of the Agreement and remain in effect for the term of the Agreement.

6.5 Before the execution of the Agreement, Contractor will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.

6.6 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.

6.7 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor.

6.8 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.

6.9 **Types and Amounts of Insurance**. Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:

6.9.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.

6.9.2 Automobile liability, bodily injury, and property damage with a limit of $1 million per occurrence including owned, hired, and non-owned autos.

7. **Requirements Contract**. Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed within a reasonable period of time of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. The City will not reimburse Contractor for any avoidable costs incurred after the receipt of cancellation including, but not limited to, lost profits, shipment of product, or performance of services.

8. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor as listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth in the Mesa Standard Terms and Conditions that is attached to the Agreement as **Exhibit C**.

9. **Representations of Contractor**. To the best of Contractor's knowledge, Contractor agrees that:

a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;

b. Performance of the services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;

c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and

d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.

10. **Mesa Standard Terms and Conditions**. **Exhibit C** to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.

11. **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.

12. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.

Exhibits to this Agreement are the following:

- (A) Scope of Work / Technical Specifications
- (B) Pricing
- (C) Mesa Standard Terms and Conditions
- (D) Other

13. **Attorneys' Fees**. The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation-related costs and fees from the other Party.

14. **Additional Acts**. The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.

15. **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

By executing below, each Party acknowledges that it understands, approves, and accepts all of the terms of the Agreement and the attached exhibits.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF MESA, ARIZONA

By: Edward Quedens
cn=Edward Quedens, o=City of Mesa, ou=Business Services Director / City of Mesa, email=ed.quedens@mesaaz.gov, c=US
2023.02.28 13:24:10 -07'00'

Printed Name

Title

Date

OVERDRIVE, INC.

By: DocuSigned by: Erica Lazzaro
5DF276BA527A480...

Erica Lazzaro
Printed Name

Executive Vice President & General Counsel
Title

2-21-23
Date

REVIEWED BY:

By Evan Karl 2/21/2023
Evan Karl, NIGP-CPP, CPPB
Procurement Officer I

Tab 3 – Program Description and Method of Approach

Required Services

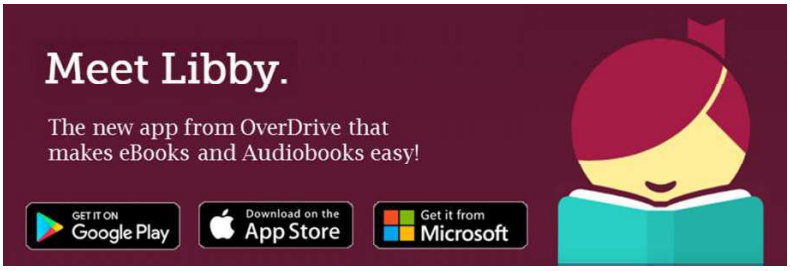
Ease Of Use

Availability of Access Models

All users will access the service using your chosen authentication protocol. OverDrive supports Google, LDAP (including Active Directory), SAML (Azure AD, Okta, etc.), and other authentication methods.

Mobile Application

Libby is the award-winning app used by thousands of libraries around the world, enabling users to access and enjoy ebooks, audiobooks, magazines, and comics anytime.



PC Magazine's The Best Free Software of 2019

"The library is often-overlooked public resource (and some are modernizing quickly), but OverDrive brings it back into the fold with the newly redesgined, Libby.

POPULAR MECHANICS

The 20 Best Apps of the 2010s

"Listen up, the library is cool and we all secretly know it. But what's even cooler is that the OverDrive-created and owned Libby app lets you borrow e-books, audiobooks, music, and more for free.

TIME

Time Magazine's Best iPhone and Android Apps of 2018

"Put your local library in your pocket with Libby, an ebook- and audiobook-borrowing app with a wealth of literary offerings available on demand.

Library patrons can access content via any web browser by going to www.libbyapp.com, or by downloading the app on iOS 10+ or Android 5.0+. OverDrive digital content is compatible in accordance with the following chart:

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Device	ebooks	audiobooks	magazines	videos	Libby app
Kindle ereaders (all models, including Kindle, Paperwhite, Oasis)	✓				
Kindle Fire tablets (FireOS 5+)	✓	✓	✓	✓	
Windows computers (Windows 7)	✓	✓	✓	✓	use libbyapp.com in browser
Windows computers and tablets (Windows 8+)	✓	✓	✓	✓	use libbyapp.com in browser
Windows computers and tablets (Windows 10+)	✓	✓	✓	✓	use libbyapp.com in browser
Mac computers (Mac OS 10.6+)	✓	✓	✓	✓	use libbyapp.com in browser
Chromebooks (Chrome OS 41+)	✓	✓	✓		✓
Android phones and tablets (v5.0+)	✓	✓	✓	✓	✓
iOS v10+ (iPhones, iPads, iPod touches)	✓	✓	✓	✓	✓
iOS v12+ (iPhones, iPads, iPod touches)	✓	✓	✓	✓	✓
iPod (all versions)		✓			
NOOK tablets (all models currently available: NOOK 10" HD, NOOK Tablet 10.1")	✓	✓	✓	✓	✓
NOOK ereaders (all models currently available: GlowLight 3, GlowLight Plus)	✓				
Kobo ereaders (all models currently available: Sage, Libra 2, Elipsa, Forma, Libra H2O, Clara HD, Nia)	✓				
Adobe-compatible ereaders (for example, PocketBook and Tolino ereaders)	✓				
MP3 players (for example, SanDisk and Sony Walkman MP3 players)		✓			

Platform Agnostic

Libby is compatible with iOS 10.0 and newer, Android 5 and newer, Fire OS 5 and newer, and any popular web browser released since 2015 including Chrome, Firefox, Safari, and Edge.

Software

No additional software is required for Libby.

Limits of Usage

There are no limits to the number of users. Any checkout or hold limitations per user are set by the library.

Additional Registration

There are no additional registration requirements for patrons outside of library card authentication.

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Multilingual Navigation

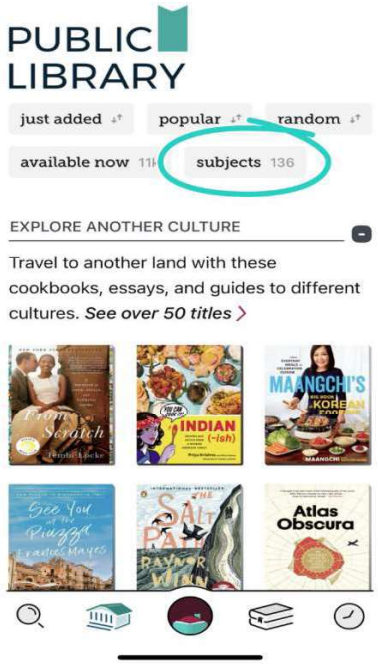
Libby is available in the following languages: Chinese (Simplified), Chinese (Traditional), French, German, Italian, Japanese, Russian, Spanish, and Swedish. Additionally, OverDrive offers digital content in over 100 languages.

Interface

Once a user has downloaded Libby, they simply follow the prompts to find their library and sign in with a library card to begin searching the catalog and borrowing books. To see all the library's subjects, tap the library building icon in the footer:



Then, tap **subjects** at the top of the screen. From there, tap a subject to browse its titles. Users can also tap **sort** to display them alphabetically or by number of titles (most to least).



To sort or filter search results or a specific list, users can:

- Tap the **books**, **audiobooks**, or **magazines** link at the top of a list to only show titles in that format.
- Tap **Refine**, then:
    - Tap **Format**, **Subject**, **Language**, **Audience**, **Supports**, or **Availability** to add filters.
    - Tap **Sort By** to choose another sort option.
    - Tap **Search Within Results** and enter a search term.

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Libby is designed to be intuitive and easily customizable for users. There are a wide range of features, search capabilities, and functionalities to help users enjoy their digital reading experience. Additionally, help is always available at help.libbyapp.com.

User Experience

Libby is easily customized by tapping **Settings** under the **Help & Support** option within the app. Here, readers can retrieve a setup code to install Libby on another device, seamlessly syncing content. Readers can also customize the following:

- Accessibility Features: Adjust the way Libby looks and acts to suit your needs. This includes:
  - Reduce color variation
  - Reduce text variation
  - Reduce motion
  - Reduce vibrations
  - Orientation locking
  - Keyboard shortcuts
- Read Books With…: Set your preferred default ebook reader (Kindle or Libby).
- Manage Notifications: Choose which types of events you'd like to be notified about, selecting from the following options: ignore, menu badge, and notification. Events include: loan expiring, loan expired, hold ready, hold lapsing, hold lapsed, notify me (author), and notify me (series).
- Change Download Rules: Select which loans are downloaded automatically from the following options: everything, titles under 20MB, or nothing. Users can also set the app to download only on Wi-Fi to reduce mobile data usage.
- Customize Navigation: Customize the buttons that navigate between areas of the app. Options include the Now Bar and the Navigation Bar.
- Choose Your Language: select the language that you prefer Libby to use.

Accessibility Features

OverDrive is dedicated to creating "a world enlightened by reading" for *all* readers. OverDrive's mission is to provide services that are accessible and to provide an inclusive and user-friendly experience to every end user, every time.

The Web Content Accessibility Guidelines (WCAG) define requirements for designers and developers to improve accessibility for people with disabilities. With the goal of sustained accessibility in mind, all OverDrive apps are in the process of being updated to conform with the applicable WCAG 2.1 Level AA Success Criteria to the greatest extent possible. Though are goal is full compliance with all WCAG 2.1 Level AA Success Criteria, due to the nature of our service, certain limitations may exist. Known limitations include: Certain ebook content may not permit text-to-speech functionality and audiobook content will not permit speech-to-text functionality due to licensing restrictions from most supplying publishers.

OverDrive's library websites are compatible with native screen readers on desktop and mobile devices. This includes compatibility with most accessibility programs and apps, such as Android Accessibility Suite, VoiceOver for iOS, Narrator for Windows, JAWS, and NVDA. In addition

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to these screen reading capabilities, OverDrive's services offer the following accessible product features (this list also includes our accessibility features for Sora, the app for our K-12 education partners):

- High contrast option on the library website and in Sora
- Native OS Dark Mode supported in Libby for devices operating Android 10+ or iOS 13+
- OpenDyslexic font option on the library website, as well built-in support via OverDrive Read for Libby and Sora
- Native OS text sizes supported in Libby for both iOS and Android devices
- Ebook font size options in the OverDrive app, Sora, Libby, and at the library website
- Many ebooks in PDF and EPUB format, plus MP3 audiobooks, to provide a greater level of accessibility with assistive technology
- Alternative text within the OverDrive app, Sora, and at the library website
- Native screen reader compatibility in the OverDrive app for Android, iOS and Windows 8/10
- Tab key navigation within Sora and on the library website
- Keyboard shortcuts in OverDrive with OverDrive for Windows (desktop) and OverDrive for Windows 8/10
- Enhanced screen reader support in Sora, including labeled elements, dynamic communications, and multi-language capabilities
- ARIA labels providing additional contextual information are available within the OverDrive app, Sora, and at the library website
- Keyboard shortcuts in Libby's ebook reader and audiobook player

Additional accessibility features will be introduced in both Sora and Libby.

Administrative Features

Promotional Materials

As an existing library partner, Mesa Public Library has a customized website, complete with a logo and custom colors. We also provide social media graphics for your use, as well as any customized marketing material that you might need. All marketing materials are free of charge. Additionally, the OverDrive Resource Center has a wide range of free resources to print, distribute, or share digitally. These include "Getting Started with Libby Guide", bookmarks, flyers, and a range of customizable graphics and templates.

Training Materials

Training is included at no cost, and can be provided both virtually and on site, in person. Training is available on-demand in the OverDrive Resource Center (https://resources.overdrive.com/) which include brief how-to videos, tutorials, and in-depth webinars. Training is provided by OverDrive's professional staff training team. In-person training can be provided on topics related to Libby, administrative purchasing and tools in Marketplace, and other topics of interest.

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Most partners complete 2-4 hours of live, interactive training. OverDrive can add more refresher or deeper-dive learning opportunities as needed. These can be live or self-paced learning sessions through how-to videos and/or eLearning modules. Additionally, as mentioned above, all OverDrive partners have a dedicated Product Support Specialist assigned to their account, available directly via email or phone. There is also an Account Manager assigned to each account who is available by email or phone.

Technical Support

OverDrive provides every partner with several points of contact to ensure a high-quality level of service, including a day-to-day account contact (Account Specialist), a day-to-day technical contact (Product Support Specialist), and a day-to-day collection development support specialist (Digital Content Librarian). This team works with every partner to ensure that they have a high-quality digital collection that will circulate among its customers, as well as provide technical support for library staff to make sure all customers are able to understand and use the platform. OverDrive responds to all support inquiries within one (1) business day and strives to resolve all issues raised as quick as commercially possible.

OverDrive applies a proven and rigorous approach to the handling and resolution of complaints. All complaints are logged internally on a ticketing system to ensure that the full details are captured. The tickets raised are evaluated to determine if their resolution will require new development and improvement of the system. Tickets are also reviewed to determine if clarifications need to be added to the OverDrive Help pages and documentation. Once the necessary action is determined, the complainant and affected customers are informed of the remedial action being taken and the likely timeline involved.

OverDrive also sends customer satisfaction surveys following support tickets, and sends customer satisfaction questionnaires when new products are released as well as at other intervals to monitor customer satisfaction. OverDrive carefully monitors customer feedback, and allows customers to make development requests to ensure that the product offers the features that customers are seeking, and that those features work as expected.

Usage Statistics

OverDrive offers 24/7/365 reporting capabilities within the OverDrive Marketplace. OverDrive Marketplace offers numerous tools for staff and content selectors to utilize to ensure success of the digital collection. No personal information is published by OverDrive. If a user creates an OverDrive Account, the user will need to provide a name and email address. If a user places a hold on a title, they may provide their email address for notification of when the title becomes available for checkout. OverDrive does not collect or access any personal information unless the user chooses to submit to OverDrive. For more information, please see the OverDrive Privacy Policy (http://company.overdrive.com/privacy-policy/).
Using the available tools in the OverDrive Marketplace, the library can run reports on the following items:

- *Merchandising Management*: View all saved featured lists, used in Marketplace merchandizing. As needed, rename, edit or delete lists.
- *Collection Usage Reports*:

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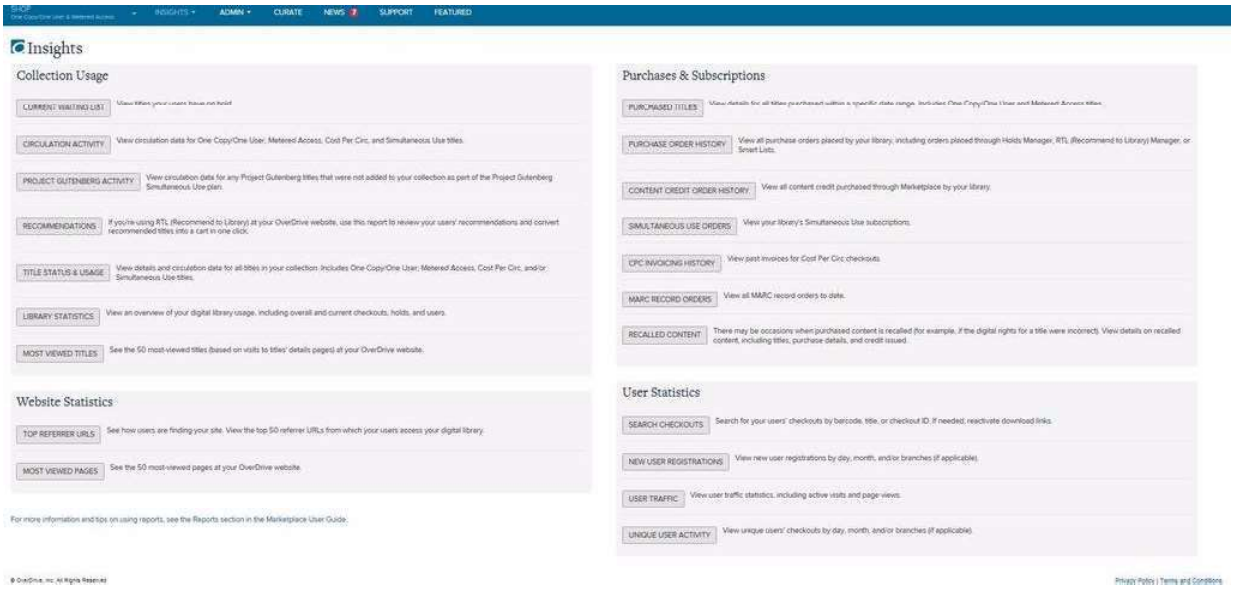
  - *Current Waiting List*: View titles your users have on hold.
  - *Circulation Activity*: View One Copy/One User, Metered Access, and/or Simultaneous Use circulation data.
  - *Project Gutenberg Activity*: *View circulation data for any Project Gutenberg titles that were not added to your collection as part of the Project Gutenberg Simultaneous Use plan.*
  - *Recommendations: If you're using RTL, at your OverDrive website, use this report to review your user's recommendations and convert recommended titles into a cart in one click.*
  - *Title Status and Usage: View details and circulation data for all titles in your collection. Includes One Copy/One User, Metered Access, Cost Per Circ, and/or Simultaneous Use titles.*
  - *Library Statistics Report*: View an overview of your digital library, including overall and current checkouts, holds, and users.
  - *Most Viewed Titles*: See the 50 most-viewed titles (based on visits to titles' details pages) at your OverDrive website.
- *Purchases & Subscriptions*:
  - *Purchased Titles: View details for all titles purchased within a specific date range. Includes One Copy/One User and Metered Access titles.*
  - *Purchase Order History*: View all purchase orders placed by library, including Holds Manager, RTL Manager, and Smart List purchases.
  - *Content Credit Order History*: View all content credit purchased.
  - *Simultaneous Use Orders*: View your library's Simultaneous Use subscriptions.
  - *CPC Invoicing History*: View past invoices for Cost Per Circ checkouts.
  - *MARC Records Orders*: View all MARC record orders to date.
  - *Recalled Content*: There may be occasions when purchased content is recalled (for example, if the digital rights for a title were incorrect). View details on recalled content, including titles, purchase details, and credits issued.
- *User Statistics*:
  - *Search Checkouts*: Search your users' checkouts by barcode, title, or checkout ID. IF needed, reactivate download links.
  - *New User Registration*: View new user registration by day, month or branch.
  - *User Traffic*: View user traffic statistics, including active visits and page views.
  - *Unique User Activity*: View unique users' checkouts by day, month, and/or branches.
- *Website Statistics*:
  - *Top Referrer URLs*: See how users are finding your site. View the top 50 referral URLs from which your users access your digital library.
  - *Most Viewed Pages*: See the 50 most-viewed pages at your OverDrive website.



Screenshot of the OverDrive Marketplace Reports Screen

Account Access

OverDrive does not provide library staff with direct access to patron accounts. Through OverDrive Marketplace, staff with appropriate permissions can reset downloads, automatically return a title from a user's account before the expiration of the lending period, and merge a user's original and new IDs.

Customization

OverDrive offers several customizable features for the library, including loan periods, website colors, tout across the website, links and promotions of the library on the OverDrive-hosted page, custom collections and multi-lingual user interfaces. OverDrive offers the library the ability to have Kids and Teen eReading rooms, which can filter out content that may not be suitable for younger viewers and can have a direct URL to avoid younger viewers seeing more mature content.

OverDrive Marketplace also offers the Curate option, where a library can create curated collections of titles owned in the digital collection and publish them on the OverDrive-hosted website to showcase and boost circulation for the included titles.

Comprehensive Online Title Database

As part of the OverDrive service and at no additional cost, OverDrive provides access to its online digital content repository that is updated daily with new digital content, OverDrive Marketplace. OverDrive Marketplace offers over a million items of digital content from thousands of supplying publishers that can be purchased by the library to be made available for lending at the OverDrive-hosted site. As a current customer, Mesa Public Library can log in and view the available content, so no trial access is required. There will be no loss of access during the review period. OverDrive includes, at no additional cost, multiple review sources within

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OverDrive Marketplace that can be read by staff when sampling and selecting digital content. There are no maximum number of staff users that can be added for Marketplace access, and each user can be set up with role-based access depending on their needs within the system. OverDrive confirms that we can meet all of the title database system requirements as outlined in section 4.1.3 of the RFP.

Web-Based Ordering And Inventory

Over the last 36 years, OverDrive has solidified its presence as an industry leader. OverDrive now offers the largest digital content catalog in the world to more than 81,000 libraries and schools in 106 countries around the world and the highest-rated apps that are built to create reading happiness. To date, OverDrive has seen over 3 billion checkouts since our inception. OverDrive serves libraries of all sizes, including the Greater Phoenix Digital Library consortium. Account by account, OverDrive has established long-term, trusted relationships with publisher, library, and school partners around the world.

We partner with 58,000 major and independent publishers to deliver the largest digital content catalog of ebooks, audiobooks, streaming videos and magazines. Our digital catalog contains over 5 million titles to assist libraries in building their custom digital book collection. Our catalog includes titles from all genres: popular fiction, romance, children's books, young adult, technology, travel, nonfiction, mystery, thriller, suspense, historical fiction, business, memoir and biography, science fiction and fantasy, and many more. We offer an ever-growing catalog of foreign language content. Libraries of all sizes can benefit from the breadth and depth of our collection: our catalog truly offers something for the enjoyment of every type of patron no matter their interest. Our total catalog includes nearly 2.5 million ebooks, 260,000 audiobooks, and over 3,000 magazines. Additionally, we have nearly 140,000 Spanish titles available from 4,150 Spanish publishers.

Purchases are made through OverDrive Marketplace, our digital hub for content. You can create as many carts as you'd like in OverDrive Marketplace, so you can organize titles as you shop. There are three ways to create a cart:

1. Select **Create cart** from the cart drop-down in the top-right corner of the site.



2. Click **Create cart** on the right side of a search results page, featured list, or Simultaneous Use publisher catalog.
3. Click **Carts** (in the top-right corner of Marketplace), then **Create cart**.

When you create a cart, you'll see the option to pin that cart (which makes it active so you can start adding titles to it). You will also see the option to lock your cart, which prevents most other Marketplace users from making changes to it.

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The cart automation tools in Marketplace will automatically build carts or submit purchase orders based on criteria you set. This is a data-driven way to build and maintain your collection based on important factors like user demand or title expiration cycles. Smart Lists, for example, can be created using criteria like price, street date, subjects, popular authors and series, languages, and more. This is a great way to repurchase expired or expiring Metered Access content.

Polaris Integration

OverDrive and Polaris work closely together in many ways, including to provide Discovery, Circulation, and Patron API systems. Polaris can establish a direct connection with the OverDrive catalog for any library and this then allows them to create a seamlessly integrated catalog experience. We have a team that works directly with many of the Polaris technicians and we are constantly working on creating new APIs for use with the Polaris system. There are no additional costs associated with system integrations.

Customer Support

OverDrive provides every partner with several points of contact to ensure a high-quality level of service, including a day-to-day account contact (Account Specialist), a day-to-day technical contact (Product Support Specialist), and a day-to-day collection development support specialist (Digital Content Librarian). This team works with every partner to ensure that they have a high-quality digital collection that will circulate among its customers, as well as provide technical support for library staff to make sure all customers are able to understand and use the platform. OverDrive responds to all support inquiries within one (1) business day and strives to resolve all issues raised as quick as commercially possible.

OverDrive applies a proven and rigorous approach to the handling and resolution of complaints. All complaints are logged internally on a ticketing system to ensure that the full details are captured. The tickets raised are evaluated to determine if their resolution will require new development and improvement of the system. Tickets are also reviewed to determine if clarifications need to be added to the OverDrive Help pages and documentation. Once the necessary action is determined, the complainant and affected customers are informed of the remedial action being taken and the likely timeline involved.

OverDrive also sends customer satisfaction surveys following support tickets, and sends customer satisfaction questionnaires when new products are released as well as at other intervals to monitor customer satisfaction. OverDrive carefully monitors customer feedback, and allows customers to make development requests to ensure that the product offers the features that customers are seeking, and that those features work as expected.

Patrons have support options 24/7 by contacting support@overdrive.com, using the “help” feature within the Libby app, or searching on help.libbyapp.com.

Weeding Capabilities

Mesa Public Library can weed titles to hide them in Libby and on the OverDrive hosted website. To weed (or unweed) titles, follow these steps:

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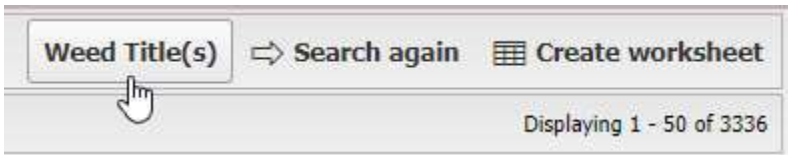
- Sign into OverDrive Marketplace
- In the **Admin** drop-down, select **Weeding**.
- Select **Search collection**.
- In the search box, enter any search criteria for the titles you'd like to weed (or unweed), then click **Search**.
    - If you'd like to weed titles, make sure that your "Weed status" is set to **Not weeded**.
    - If you'd like to unweed titles, make sure that your "Weed status" is set to **Weeded**.
- Check the box next to the titles you'd like to weed (or unweed).



- Click **Weed title(s)** or **Unweed title(s)**.



- Select **Confirm**.

When you weed a title, any users who borrowed it will not be able to renew their loan. Users who have holds on the title will not be notified of its removal, so you will need to manually remove their holds. Weeded titles may take up to 24 hours to disappear from your collection.

Please note that you can also set up an automatic weeding plan to regularly weed titles that meet certain criteria. For more information, please refer to OverDrive Marketplace Help.

Invoice Requirements

OverDrive confirms it can provide a separate, paper invoice, as the standard procedure is to email all invoices to the designated accounting contact. See attached for sample invoice for digital content orders, indicating ISBN, Title, Publisher, Format, Quantity, SRP, Amount Due, and Purchase Order No. (if provided), as well as customer information (customer name, account number, invoice number).

MARC Records

OverDrive offers MARC records from multiple sources. OverDrive offers records via OCLC at a pass-thru cost of $1.50 per record. In addition to OCLC MARC records, OverDrive offers no cost MARC Records via the OverDrive MARC Express option. These are minimum, ready to load records in MARC 21 format that can be edited locally as needed. These are created in-

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house by OverDrive from publisher-provided metadata and delivered to an OverDrive-hosted FTP site within 24-48 hours after placing an order with OverDrive.

Essential Services

Multiple Purchasing Models

OverDrive offers flexible purchasing options to maximize funds and impact. The options available for any given title depends on the publisher. These lending models include:

- Simultaneous use (SU): The library purchases a subscription, granting their patrons virtually unlimited access to the title. There is no limit to how many patrons can have the title checked out at one time.
- One Copy/One User (OCOU): This lending model is what most closely represents a library book in the physical world. If the library purchases 1 OCOU unit of a title, one patron can check out the title at a time. When the patron returns the title, another patron can then check it out. Libraries typically own OCOU forever after they are purchased.
- Metered Access by Time (MA:Time): This lending model behaves essentially the same way as OCOU, but the units are removed from collection after a certain period of time. If a library owns 1 unit of a MA:Time title, one patron can check the unit out at a time.
- Metered Access by Circ/Checkout: A library can purchase one unit of a metered access by checkout title with 26 circs, for example. The unit will then circulate to one patron at a time for up to 26 checkouts. After the 26th checkout occurs, the unit is removed from the collection. The 26 circs are not simultaneous; a single unit can only be checked out by one patron at a time.
- Metered Access Concurrent Use (MACU): A library will typically purchase 1 unit of this lending model, which means 100 checkouts. This lending model, unlike Metered Access by Circ, can be checked out simultaneously by patrons. The units deplete as they are checked out.
- Cost per Circ (CPC): The library sets a monthly budget for the format class, for example $100 for ebooks. Each time a CPC ebook is checked out, the library's budget is consumed. A title is typically priced between $1 - $10 for CPC. The library is only charged when checkouts are made.

Please note that lending models are determined by the supplying publisher, as well as whether or not multiple lending models are available for one title.

Collection Development Services

At no additional cost, OverDrive provides the assistance of a Digital Content Librarian, will work directly with you and be the go-to contact for all questions related to content and usage of the OverDrive Marketplace. Your dedicated OverDrive Digital Content Librarian will also work with an internal Product Support Specialist, and both individuals are vital resources that you can use to help develop popular lists, carts that will be of interest, show titles that circulate at other libraries but not currently in stock, etc. The Collection Development team can also help the library with awareness and promotional needs, including developing local book clubs and reading programs to ensure success with your digital collection. Your Digital Content Librarian is available, upon request, to visit on-site with the library to discuss your content needs, general concerns, and wish-list items for your OverDrive service to make sure it is of the utmost

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relevancy to your local community. OverDrive also offers unparalleled dedication and customization with your required collection development needs.

Application Programming Interface (API)

Deep integration, available via free OverDrive APIs, allow libraries to integrate the OverDrive digital collection into its existing ILS catalogue so that patrons are only searching a single catalogue. OverDrive works with ILS providers to integrate with the OverDrive APIs, as may be requested by their customers.

OverDrive APIs allow third party applications to integrate OverDrive digital collections to discover and circulate digital media, at no additional cost from OverDrive. OverDrive APIs are designed to enable users to discover products within OverDrive digital media collections while honoring the rights of OverDrive, its users, customers, and business partners. Discovery and borrowing integration is supported in all major ILS catalogues through the OverDrive APIs (http://developer.overdrive.com/). No additional fees are assessed by OverDrive to use the APIs for integration with your ILS.

Available OverDrive APIs include:

- Authentication APIs (Client authentication, Granted authentication, Patron Authentication);
- Discovery APIs (Library Account, Search, Metadata, Library Availability); and
- Circulation APIs (Patron Information, Holds, Checkouts, Download).

Ability to Print Invoices Online

OverDrive confirms that library partners can print invoices online via OverDrive Marketplace. Partners can also save invoices to a PDF.

Ability To Check Order History Online

OverDrive offers the ability to research orders via the "Purchase Order History" report in Marketplace, to show each individual purchase. Also, by viewing "Purchased Titles" report, the library can view titles purchased within a specific date range to show how many titles have been purchased and costs to provide a summary view of the orders.

Narrations

OverDrive offers high-quality, professionally narrated digital audiobooks from its supplying publishers. Digital samples are available within OverDrive Marketplace.

Reports

OverDrive offers many management reports to all library partners. The following statistical reports are available at any time for Library Administrators and Marketplace users with reporting permissions. These reports can be created by Marketplace users.

Merchandising Management: View all saved featured lists, used in Marketplace merchandizing. As needed, rename, edit or delete lists.

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- Collection Usage Reports:
- Current Holds List: View titles your users have on hold.
- Checkouts Report: View One Copy/One User, Metered Access, Cost per circ and/or Simultaneous Use circulation data.
- Recommended titles: If you're using RTL, at your OverDrive website, use this report to review your user's recommendations and convert recommended titles into a cart in one click. Sortable by recommendations, member library and/or time period.
- Title Status and Usage: View details and circulation data for all titles in your collection. Includes One Copy/One User, Metered Access, Cost Per Circ, and/or Simultaneous Use titles.
- Most Viewed Titles: See the 50 most-viewed titles (based on visits to titles' details pages) at your OverDrive website.

Purchases & Subscriptions:

- Purchased Titles Summary: View details for all titles purchased within a specific date range. Includes One Copy/One User and Metered Access titles.
- Purchase Order History: View all purchase orders placed by library, including Holds Manager, RTL Manager, and Smart List purchases.
- Content Credit History: View all content credit purchased.
- Simultaneous Use Orders: View your library's Simultaneous Use subscriptions.
- MARC Records Orders: View all MARC record orders to date.
- Recalled Titles: There may be occasions when purchased content is recalled (for example, if the digital rights for a title were incorrect). View details on recalled content, including titles, purchase details, and credits issued.

User Statistics:

- Search Checkouts: Search your users' checkouts by barcode, title, or checkout ID. Reactivate download links.
- New Users: View new user registration by day, month or branch.
- User Visits & Page Views: View user traffic statistics, including active visits and page views.
- Unique User: View unique users' checkouts by day, month, and/or branches.

Website Statistics:

- Top Referrer URLs: See how users are finding your site. View the top 50 referral URLs from which your users access your digital library.
- Most Viewed Pages: See the 50 most-viewed pages at your OverDrive website.
-

For additional information about OverDrive's management reports, see:
https://help.marketplace.overdrive.com/categories/reports.htm

Reports can be run at any time by a user with the appropriate permissions. You can also export CSV files of reports in Marketplace for your convenience. This option is recommended for large

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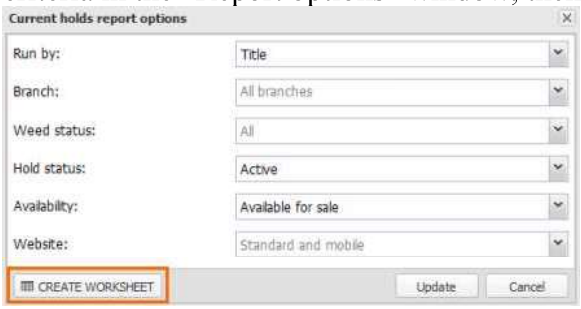
reports, which may load slowly or time out in Marketplace. To export your report, enter your criteria in the "Report options" window, then click **Create worksheet**.



If you have already loaded the report in Marketplace, you can click **Create worksheet** in the top-right corner of the gride to export your results.

Preferred Services

Content Sharing with Other Libraries

OverDrive works with both consortia and stand-alone libraries. Additionally, OverDrive offers Public Library CONNECT (PLC) which extends your library's digital connection to the K-12 students in your community and helps them read more. This is free for libraries and no integrations are required. Students install the free Sora reading app, our K-12 app for students. Kids connect to your library with their student ID, and titles are filtered for maturity level.

Exclusives

OverDrive is the only ebook service to offer compatibility with the Kindle app and device.

References

Phoenix Public Library
Danielle Stanley
(602) 534-8360
danielle.stanley@phoenix.gov
1221 N Central Ave
Phoenix, AZ 85004
Consortium member
2009- present

Apache Junction Public Library
Pam Harrison
480-474-8615
pstandhart@ajcity.net
1177 N. Idaho Road
Apache Junction, AZ 85119
Consortium member
2009- present

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EXHIBIT B
PRICING

PRICING AND COMPENSATION

Pursuant to all the contract specifications enumerated and described in this Solicitation, Respondent agrees to furnish **Library Digital Media** to the City of Mesa at the price(s) stated below.

Please describe any platform fees. In addition, please describe any digital digital subscriptions you offer along with a description and cost of each product. Examples include but are not limited to: digital newspapers, collection analysis, cataloging tools, etc.

Item	Platform Fee and Digital Subscriptions	Cost Per Year	Description
1	Annual Platform Fee	$ 4,500.00	OverDrive Annual Hosting and Maintenance
2	OverDrive Content Credit: includes ebooks, audiobooks, magazines and streaming media services	$163,428	Library Participation Future Content Purchases
3			
4			
5			
6			
7			
8			
9			
10			
11			

The City will add any applicable sales tax or use tax. Sales/Use taxes should not be included in the bid prices. Vendors who will be charging a Mesa Transaction Privilege Tax (TPT) will have a 2.00% removed from the taxable item(s) for the purpose of award evaluation (i.25).

DELIVERY: See Mesa Standard Terms and Conditions.

Vendor OverDrive, Inc.

Date: 16-Nov-22

RFP # 2023058

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EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.

2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.

3. **ASSIGNMENT.** This Agreement may not be assigned, either in whole or in part, without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right, at its option, to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.

4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

5. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.

6. **NON-EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.

7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.

8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.

9. **COMPLIANCE WITH APPLICABLE LAWS.**

   a. **General.** Contractor must procure all permits/licenses and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve compliance throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.

   b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace 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 will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution,

dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.

   i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter collectively the "Contractor Immigration Warranty").

   ii. A breach of the Contractor Immigration Warranty will constitute a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.

   iii. To ensure Contractor and its subcontractors are complying with the Contractor Immigration Warranty, the City retains the legal right to conduct random verification of the employment records of any Contractor or subcontractor employee who works on this Agreement, including the inspection of the papers of such employees. Contractor agrees to assist the City in regard to any random verification performed.

   iv. Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty 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).

d. **Nondiscrimination.** Contractor understands and acknowledges that it is the policy of the City of Mesa to promote nondiscrimination. As such, Contractor represents and warrants that it does not discriminate against any person on the basis of race, color, ethnicity, national origin, age, disability, religion, sex, sexual orientation, gender identity, veteran's status, marital status, familial status, or genetic information (collectively, "protected status") in employment, housing, or facilities, establishments, accommodations, services, commodities, or use offered to or enjoyed by the general public. Contractor further represents and warrants that it does not, on the basis of protected status, refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges of employment. In performance of this Agreement, Contractor shall comply with all applicable federal, state, and local laws and executive orders regarding non-discrimination including, but not limited to, the following (as amended): Title VII of the U.S. Civil Rights Act of 1964; Section 504 of the Federal Rehabilitation Act; Age Discrimination Act of 1967; Equal Pay Act of 1963; and Americans with Disabilities Act of 1990.

e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods or services to the City.

f. **Israel Boycott Divestments.** In accordance with the requirements of A.R.S. § 35-393.01, by entering into this Agreement, Contractor certifies that it is not currently engaged in, and agrees for the duration of the Agreement to not engage in, a boycott of Israel.

g. **Forced Ethnic Uyghur Labor Prohibition.** In accordance with the requirements of A.R.S. § 35-394, Contractor certifies that it does not currently, and agrees for the duration of the contract that it will not, use (i) the forced labor of ethnic Uyghurs in the People's Republic of China; (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic

of China; or (iii) 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.

h. **Termination for Violation of Forced Ethnic Uyghur Labor Prohibition.** If, after providing the certification described in (g), Contractor becomes aware that it is not in compliance with the certification, it shall notify the City within 5 business days of becoming aware of the noncompliance. Contractor acknowledges that it must remedy the noncompliance and provide written certification of that within 180 days after notifying the City of its noncompliance. If Contractor fails to remedy the noncompliance and provide the written certification within 180 days, the contract shall terminate immediately.

10. **SALES/USE TAX, OTHER TAXES.**

a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement including, by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees, as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, then Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is not exempt from state and local sales/use taxes.

11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations, whether or not related to the Agreement, due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.

12. **PUBLIC RECORDS.** Contractor acknowledges that the City is a public body, subject to Arizona's public records laws (A.R.S. § 39-121 *et seq.*) and any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.

12.1. If Contractor believes documents related to the Agreement contain trade secrets or other proprietary data, Contractor must have notified the City pursuant to Mesa Procurement Rules Section 2.1 or notified the City with a notification statement specifically identifying the trade secrets or other proprietary data that Contractor believes should remain confidential.

12.2. In the event the City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, the City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, the City may release the information without further notice to Contractor.

13. **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.

14. **BACKGROUND CHECK.** In accordance with the City's current background check policies, the City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement who will have access to the City's information, data, or facilities. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

15. **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.

16. **DEFAULT.**

a. A party will be in default of the Agreement if that party:

i. Is or 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 capability to perform under the Agreement;

ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;

iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner;

iv. Fails to carry out any term, promise, or condition of the Agreement; or

v. Is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.

c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party will provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default, unless the default is of a nature that it is reasonably anticipated to affect the health, safety or welfare of the public and, in such an event, the non-defaulting party may require a minimum seven (7) days to cure the default from the date of receipt of the notice; the cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement. Failure of the defaulting party to cure the default will entitle the non-defaulting party to the election of remedies specific to the party as set forth in section 17 below.

d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event demand is made and no written assurance is given within ten (10) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement entitling the City to terminate the Agreement in accordance with section 17(a) below.

17. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:

a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.

b. The City may purchase the services or materials required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price in the Agreement, the City may recover the excess cost by: (i) requiring immediate reimbursement by the Contractor to the

City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as permitted by law. Costs in this Subsection (b) include any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement including, but not limited to, administrative expenses, attorneys' fees, and costs.

c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.

d. Neither party will be liable for incidental, special, or consequential damages.

18. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.

19. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement, in part or in whole, for its sole convenience upon thirty (30) calendar days' written notice. Contractor acknowledges that, as with any termination permitted under this Agreement, in the event of a termination for convenience, Contractor is only entitled to payment in accordance with section 22 (Payment to Contractor Upon Termination); Contractor will not be entitled to any anticipated lost profits had the Agreement been performed to completion.

20. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.

21. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.

22. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement for any reason, Contractor will be entitled only to payments authorized under the Agreement for those services performed or materials provided in accordance with the Agreement up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.

23. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this Agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.

24. **INDEMNIFICATION; LIABILITY.**

a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold harmless the City, its elected officials, agents, representatives and employees (collectively, including the City, "City Personnel") from and against any and all liabilities, demands, claims, suits, penalties, obligations, losses, damages, causes of action, fines or judgments of any kind, including costs, attorneys', witnesses' and expert witnesses' fees, and expenses incident thereto (all of the foregoing, collectively "Claims") imposed upon or asserted against City Personnel by a third party relating to, arising out of or resulting from, in whole or in part: (i) services and/or materials provided under this Agreement by Contractor or its officers, agents,

or employees (collectively, including Contractor, "Contractor Personnel"): (ii) negligent acts, errors, mistakes or omissions of Contractor Personnel; or (iii) failure of Contractor Personnel to comply with or fulfill the obligations established by this Agreement. Contractor's indemnification, duty to defend and hold harmless City Personnel in this Subsection (a) will apply to all Claims against City Personnel except Claims arising solely from the negligence or intentional acts of City Personnel.

b. The City assumes no liability for the actions of Contractor Personnel and will not indemnify or hold Contractor Personnel or any third party harmless for Claims relating to, arising out of or resulting from, in whole or in part, this Agreement or use of Contractor Personnel-provided services or materials.

25. **WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like, and professional manner. The City's acceptance of services or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If the City reasonably determines any materials or services are of a substandard or unsatisfactory manner, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.

Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.

26. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property and will, at the City's request and expense, furnish to the City reasonable assistance and cooperation in obtaining recovery, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City.

27. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees: (i) it is not entitled to deliver any specific amount of materials or services, or any materials or services at all, under this Agreement; and (ii) the materials or services will be requested by the City on an as needed basis, at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.

28. **OWNERSHIP.** All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.

29. **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.

30. **PROHIBITED ACTS.** Contractor acknowledges the applicability of A.R.S. § 38-504 which prohibits a person who, within the preceding twelve (12) months, is or was a public officer or employee of the City from representing another person (including Contractor) before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment by a substantial and material exercise of administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such person in the course of his or her official duties at the City.

31. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.

32. **RISK OF LOSS**. Contractor agrees to bear all risk of loss, injury, or destruction of Contractor's goods or equipment incidental to Contractor providing the services and materials under this

Agreement and such loss, injury, or destruction will not release Contractor from any obligation hereunder.

33. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage or loss to City real or personal property when such property is the responsibility of or in the custody of Contractor or its personnel.

34. **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided, and that the City may use same without suit, trouble or hindrance from Contractor or third parties.

35. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the warranty in section 34, Contractor will without limitation and at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.

36. **CONTRACT ADMINISTRATION.** The contract will be administered by the applicable Purchasing Officer and/or an authorized representative from the using department (collectively "Contractor Administrators"); all questions regarding the Agreement will be referred to the Contract Administrators. If authorized by the Contract Administrators, supplements or amendments may be written to the Agreement for the addition or deletion of services. Payment will be negotiated and determined by the Contract Administrators.

37. **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will, within five (5) calendar days of the unforeseeable circumstance, notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

38. **COOPERATIVE USE OF CONTRACT.** The City has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

The City currently holds or may enter into Intergovernmental Governmental Agreements (IGA) with numerous governmental entities. These agreements allow the entities, with the approval of Contractor, to purchase their requirements under the terms and conditions of this Agreement.

A contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact with pupils. A school district, its governing board members, its school council members, and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members, or its employees are guilty of gross negligence or intentional misconduct.

Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors, and their employees will not provide services on school district properties until authorized by the school district.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.

39. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.

40. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be sent via personal delivery, certified or registered mail with postage prepaid, overnight courier, facsimile, or email. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier, facsimile or email, receipt will be deemed effective two (2) calendar days after the sending thereof.

41. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit, in law or equity, arising from or incident to this Agreement will be Maricopa County, Arizona.

42. **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.

43. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated herein.

44. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

45. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive, and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.

46. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to A.R.S §§ 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract, or loan) must demonstrate his or her lawful presence in the United States. As this Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship,

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Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes if applicable.

47. **AUTHORITY.** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each is properly authorized and empowered to enter into the Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

48. **PCI DSS COMPLIANCE.** In the event any Contractor engages in payment card transactions as a part of the services provided to City, Contractor shall comply with the Payment Card Industry Data Security Standards ("PCI DSS") and any amendments or restatements of the PCI DSS during the Term of this Agreement. Contractor accepts responsibility for the security of City's and/or any customer's credit card data in its possession, even if all or a portion of the services to City are subcontracted to third parties.

One OverDrive Way
Cleveland OH 44125
Phone: (216) 573-6886 Fax: (216) 573-6888
Website: http://www.overdrive.com
Email: invoicing@overdrive.com

QUOTE

Quote Number	Q-00000022525
Date	2/25/2025

Quoted To:
Flagstaff City-Coconino County Public Library
300 West Aspen Ave.
Flagstaff, Arizona 86001

Service For :
Flagstaff City-Coconino County Public Library

Customer ID	Customer Email	Purchase Order No.	Payment Terms
3415-0001			

Description	Amount
OverDrive Digital Library	
Annual Fee Hosting Fee	
Year 1	$ 8,000.00
Year 2	$ 8,000.00
Year 3	$ 8,000.00
Annual Content Credit Fee (contractual allocation to use toward the selection of digital content)	
Year 1	$ 7,000.00
Year 2	$ 7,000.00
Year 3	$ 7,000.00
Additional Content Credit spend	$ 305,000.00
Total Quote	$ 350,000.00

FLAGSTAFF CITY-COCONINO COUNTY PUBLIC LIBRARY

300 West Aspen Avenue Flagstaff, Arizona 86001 (928) 213-2332

To: City of Flagstaff Procurement

From: Amelia Mason – Library Executive Assistant

Date: July 28th, 2025

Re: Overdrive Cooperative Purchasing Agreement

The Flagstaff City-Coconino County Public Library is seeking a cooperative purchasing agreement with Overdrive for the purchasing of electronic circulating materials (e-books, e-audiobooks, and e-magazines) not to exceed $117,000 annually, to provide electronic library materials to the community.

This figure was generated through a careful analysis of previous spending, budget availability, and community need determined by circulation of current collection and patron requests. This figure represents the total amount we anticipate spending with Overdrive for these circulating materials.

Thank you,

Amelia Mason
Executive Assistant
Flagstaff City-Coconino County Public Library
amason@flagstaffpubliclibrary.org
928-213-2350

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Mark Gaillard, Fire Chief

Co-Submitter: Chris Fennell

Date: 08/21/2025

Meeting Date: 08/26/2025

TITLE:

Consideration and Approval of a Contract: First Amendment to the Mental Health Service Agreement with Redemption Counseling Center, Inc. for Flagstaff Fire and Police Department personnel

STAFF RECOMMENDED ACTION:

1. Approve the First Amendment to the Mental Health Service Agreement with Redemption Counseling Center, Inc. in the additional amount of $293,872.50 for Flagstaff Fire and Police Department personnel; and
2. Authorize the City Manager to execute all necessary documents

Executive Summary:

This First Amendment continues the partnership between the City of Flagstaff and Redemption Counseling Center, Inc. (RCC); a local nonprofit provider of mental health services to provide mental and behavioral health services to Flagstaff Fire and Police Department personnel. On July 11, 2025, the City and RCC entered into a three (3) month Mental Health Service Agreement with RCC for annual assessments, ongoing counseling, and critical incident debriefings for Fire and Police Department personnel in the amount of $97,957.50. This First Amendment will continue to ensure confidential and timely behavioral health support for first responders with the option of an annual renewal and a **5% escalator** built in. The additional term of the First Amendment will be nine (9) months and will bring the total cost of services provided by RCC to $391,830.

CONTRACT WILL BE ATTACHED PRIOR TO FINAL AGENDA

Financial Impact:

Project Name: Mental/Behavioral Health Services for Flagstaff Fire and Police personnel
Cost: The total cost of the original Mental Health Service Agreement and this First Amendment of $391,830 is budgeted in the FY2025-2026 Behavioral Health and Wellness program accounts.
Funds will be drawn from existing allocations:
- Fire Department Services:$152,970
- Police Department Services: $238,860

Funding Source: FY 25-26 Budget General Fund
- Fire Department $200,000 in account 001-03-051-0230-2-4202
- Police Department $200,000 in account 001-04-061-0220-2-4202. The City will consider a budget transfer at year's end if needed.

Policy Impact:

None

Previous Council Decision or Community Discussion:

No

Options and Alternatives to Recommended Action:

1. Approve the First Amendment as recommended;
2. Reject the First Amendment and direct staff to revise the terms or issue a new procurement process; or
3. Approve a shorter interim Mental Health Service Agreement while evaluating long-term options.

Background and History:
Public safety responders face repeated exposure to trauma, high-stress incidents, and long-term emotional strain. While the City of Flagstaff previously relied on its Employee Assistance Program (EAP) to meet these needs, it became clear that the EAP alone was insufficient. Access to mental health professionals often involved a 6--8 week wait, and only six counseling sessions were authorized per incident, which was far too limited to support the complex and ongoing needs of first responders.

The City Council acknowledged this critical need by approving funds for a new mental and behavioral health program in the **FY2025-2026 budget**. With City Council on a scheduled break, staff initiated a **short-term, agreement** to provide immediate mental and behavioral health services for police and firefighters. This action ensured there was no lapse in support for our first responders while a full-term contract could be finalized and brought before the City Council.

This First Amendment now serves to transition from that short-term arrangement to the full-term contract, formalizing the **continuation of services** that were authorized by the approved budget. This comprehensive mental health package offers Flagstaff's Fire and Police Departments annual assessments, on-demand counseling, training sessions based on industry trends, and post-incident debriefings. These services ensure timely, confidential access to culturally competent care from clinicians experienced in supporting those who serve on the front lines. The package reflects a deep commitment to the overall health, performance, and retention of our public safety personnel, and marks a significant advancement in the City's efforts to support the whole responder--both on and off duty.

Connection to PBB Priorities and Objectives:
Safe & Healthy Community -- Support the mental health and well-being of first responders.

Connection to Regional Plan:
Goal PF.3: Provide high-quality emergency response and public safety services.

Connection to Carbon Neutrality Plan:
None

Connection to 10-Year Housing Plan:
None

Attachments: July 2025 Mental Health Service Agreement
First Amendment

REDEMPTION COUNSELING CENTER

SERVICE AGREEMENT

This Service Agreement ("Agreement") is being made between:

1. City of Flagstaff (CoF) with administrative offices located at 211 West Aspen Avenue, Flagstaff, AZ 86004; and

2. Redemption Counseling Center, Inc. ("RCC"), a non-profit organization located at 3009 N West St Flagstaff, AZ 86004.

CoF and RCC may also be referred to as "Party" or together as the "Parties" below. The Parties are entering into this Agreement this 11th day of July, 2025 (the "Effective Date").

I. Purpose

The purpose of this Agreement is to establish the conditions by which RCC will provide clinical mental health assessments and related services to specified CoF staff (Flagstaff Fire Department employees and Flagstaff Police Department employees) ("Scope of Work").

II. Term

a. The initial term of the Agreement will be for three (3) months beginning on the Effective Date.

b. During the initial term, CoF will pay RCC a total of $97,957.50 for the services as outlined in this Agreement.

c. After the end of the initial term of three (3) months, CoF has the option to renew with a nine (9) month contract and any subsequent renewal terms. CoF must notify RCC of its intention to exercise the option for renewal by August 30, 2025.

d. The Agreement has four (4), one (1)-year renewal options unless either Party provides notice of its intent to terminate the Agreement at least sixty (60) days before the current term expires.

e. Annually, at the renewal date, RCC will receive a 5% increase in services-to cover inflation and cost of living increases. RCC, a least sixty (60) days before the current term expires, will provide an updated Schedule A identifying the 5% increase in services costs.

III. Scope of Work

a. Ongoing/Crisis Counseling Appointments: RCC will hold 42 on-going/crisis counseling sessions each week for Flagstaff Fire Department employees and Flagstaff Police Department employees.

i. On-going counseling appointments will be 45-50 minutes long (unless otherwise arranged.

ii. On-going counseling appointments will be scheduled by the CoF employee and counselor.

iii. RCC will bill CoF for any additional on-going appointments (outside of the contracted number) according to the rate specified by Schedule A should CoF approve in writing that it is permissible for employees to utilize more sessions than the contracted amount.

b. De-briefing Appointments

i. De-briefing appointments are counseling appointments designed to debrief a critical incident experienced by the CoF employee.

ii. De-briefings will be provided to CoF employees as requested, following traumatic events. It is the responsibility of the departments to notify RCC if a de-briefing is needed.

iii. CoF will be provided 24 de-briefings appointments over the course of 12 months, 12 for Flagstaff Fire and 12 for Flagstaff Police Department.

iv. RCC will bill CoF for any additional de-briefings (outside of the contracted number) according to the rate specified by Schedule A, should CoF approve in writing that it is permissible to hold additional de-briefing sessions.

c. Trainings

i. RCC will provide hour-long quarterly mental health trainings to employees of the Flagstaff Fire Department and Flagstaff Police Department.

ii. The dates will be mutually agreed upon at quarterly leadership meetings.

iii. It is the responsibility of CoF to invite employees to the trainings and to provide physical space and technology support for the trainings.

IV. Insurance Coverage

a. General: RCC shall carry $2,000,000 of Commercial General Liability insurance and the State of Arizona statutorily required amount of insurance for Automotive Liability, Workers' Compensation and Employer's Liability Insurance.

b. Professional Liability: To the extent necessary to perform the Scope of Work identified in this Agreement, RCC shall carry $2,000,000 of relevant Professional Liability insurance.

c. If requested by CoF, RCC shall provide a Certificate of Insurance to CoF documenting this coverage.

V. Services Provided, Billing, Tracking and Referrals

a. RCC agrees to reserve 42 therapist hours/week. RCC also agrees to provide 24 de-briefings over the course of 12 months. These services will be reserved and billed on a monthly basis regardless of utilization, in order to provide stability and availability of counseling services to CoF employees.

b. RCC will be closed for 10 holidays a year and will not be available to provide services on those days.

c. RCC will invoice CoF prior to the month services are provided.

d. CoF agrees to pay for services 14 days before the start of each month.

e. In the event that CoF would like to utilize additional services to those listed in Schedule A, CoF can request additional sessions on a case by case basis which will be paid out according to Schedule A listed below.

f. If a CoF employee wishes to seek counseling elsewhere, RCC will provide the employee with a list of alternative mental health options. These services will not be covered within the confines of this Agreement.

g. RCC will provide quarterly utilization statistics to CoF for services provided within 15 days of the end of the quarter.

VI. Confidentiality

a. The Parties acknowledge and understand that CoF is a public entity, and required to comply with Arizona public records disclosure laws, wherever applicable. However, subject to the limitations and qualifications set forth herein, it is the stated intention of the Parties to maintain strict confidentiality in all interactions, to the full extent permissible under local, state, and federal law.

b. The Parties shall comply with all applicable local, state, and federal confidentiality and privacy laws and regulations, including, but not limited to HIPAA (if applicable). Nothing in this Agreement shall require, or be construed to require either Party to violate such provisions of law or subject either Party to liability or render such Party to breach of this Agreement for adhering to such provisions of law. Confidential Information may include, but is not limited to, personally identifiable health information, and other personally identifiable information, such as financial, employment, or police records ("Confidential Information").

i. Confidential Information may be supplied to RCC solely for the purposes of performance under this Agreement and RCC agrees not to use this data for any other purpose or to disclose the data to any third party.

ii. RCC agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

1. is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a Party or its employees or agents;

2. a Party can establish by reasonable proof was in that Party's possession at the time of initial disclosure;

3. a Party receives from a third party who has a right to disclose it to the receiving Party; or

4. is the subject of a court order, subpoena, or other legitimate disclosure request or demand under the Arizona Public Records Law, A.R.S. § 39-121.01 or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive a public records, subpoena or other similar applicable request or demand, you will give CoF prompt notice and otherwise perform the functions required by applicable law.

c. Further, RCC will maintain the confidentiality of any information shared with RCC by a CoF employee on an intake form, during on-going counseling, during crisis counseling, or during any follow-up counseling or de-briefing appointment. Unless otherwise required by law, RCC will not share any such information with CoF, its representatives, or any third party, including whether or not a counselor recommends any follow-up counseling for a CoF employee.

d. Any violation by RCC of any provision under this Confidential Information section shall constitute a material breach of this Agreement, and as such CoF reserves the right to terminate the Agreement immediately without penalty and pursue any remedies allowed by law to prevent or remedy a breach by RCC of its obligations to the Confidential Information section, to include injunctive relief.

VII. Independent Contractor Status

a. RCC will operate as an independent contractor and not as an officer, agent, servant, or employee of CoF.

i. RCC will be solely responsible for the acts and omissions of its officers, agents, servants, and employees. As an independent contractor, RCC is responsible for the payment of all applicable income and employment taxes and for providing all workers' compensation insurance required by law.

ii. RCC will operate as an independent entity and none of the employees of RCC are to be considered employees of CoF. RCC employees are not eligible for CoF group health insurance or other benefits.

iii. If applicable, RCC will be solely responsible for offering health insurance to its employees as required by the Affordable Care Act, and for any penalties charged to it by the Internal Revenue Service for noncompliance with the Affordable Care Act, if any.

iv. In performance of services within this Agreement, RCC shall determine his/her/its necessary hours of work. RCC shall provide whatever tools; equipment, vehicles, and supplies RCC may determine to be necessary in performance of services hereunder. RCC may establish offices in such locations within or outside Arizona, as RCC may determine to be necessary for the performance of services hereunder and shall be responsible for all expenses of operation of said office, including expenses incurred in hiring employees and assistants to RCC.

v. RCC has no authority to enter into contracts or agreements on behalf of CoF. This Agreement does not create a partnership between the Parties.

vi. RCC shall ensure that all individuals performing any portion of the therapeutic services outlined in this Agreement are either licensed in accordance with the laws and regulations of the State of Arizona, or are directly supervised by a licensed provider as required by such laws and regulations.

VIII. Amendment and Entirety of the Agreement

a. This document constitutes the entire agreement between the Parties with respect to the subject matter hereto and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings, agreements and other communications between the Parties.

b. Any price adjustment must be approved by mutual written consent of the parties through a formal amendment. The City Manager or his/her designee may approve an amendment if the total amount of the Agreement as amended is less than $100,000; otherwise, City Council approval is required.

IX. Waiver

a. The failure of either Party at any time to require performance by the other Party of any provisions hereof will in no way affect the Party's subsequent rights and obligations under that provision. Waiver by either Party of the breach of any provision hereof will not be taken or held to be a waiver of any succeeding breach of such provision or as waiver of such provision itself.

X. Non-Assignment

a. This Agreement is non-assignable. Any attempt to assign any of the rights, duties or obligations of this Agreement is void.

b. Any notice given in connection with this Agreement must be given in writing and delivered either by hand to the party or by certified mail-return receipt to the Party's place of business as set forth above.

XI. Choice of Law

a. Any dispute under this Agreement or related to this Agreement will be decided in accordance with the laws of Coconino County in the State of Arizona.

XII. Severability

a. If any part of this Agreement is held to be unenforceable, the rest of the Agreement will nevertheless remain in full force and effect.

XIII. Termination

a. Non-Appropriation: The CoF may terminate the Agreement due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to RCC.

b. For Convenience: Either Party may terminate for any reason by giving the other Party written notice no less than 30 days prior to the date of termination. If the Agreement is so terminated, the CoF's payment obligation under the Agreement shall be for those services completed prior to the effective date of the termination.

c. Conflict of Interest: Pursuant to A.R.S. § 38-511, if the CoF identifies a conflict of interest in the award or performance of the Agreement, the CoF may cancel the Agreement within three (3) years after its execution, without penalty or further liability to RCC.

d. Payment Upon Termination: Upon termination of the Agreement, and within thirty (30) days from receipt of the RCC's final invoice, the CoF will pay RCC for satisfactory performance up until the effective date of termination.

XIV. Immigration Laws

a. A breach of applicable state immigration laws relating to the employment of personnel shall constitute a material breach of this Agreement.

XV. Forced Labor of Ethnic Uyghurs

a. RCC hereby certifies that it does not use the forced labor of ethnic Uyghurs in the People's Republic of China as defined in A.R.S. § 35-394, et seq.

XVI. No Boycott of Israel

a. Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees and the Agreement is worth at least $100,000, the Party shall certify that it is not currently engaged in, and agrees, for the duration of the Agreement, will not engage in a boycott of Israel.

XVII. Authority to Sign

a. RCC warrants that the person signing below is authorized to sign on behalf of RCC and obligates RCC to the above terms and conditions.

b. CoF warrants that the person signing below is authorized to sign on behalf of CoF and obligates CoF to the above terms and conditions.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date hereinbefore indicated.

(Remainder of Page Intentionally Blank)

Redemption Counseling Center
Service Agreement
City of Flagstaff

City of Flagstaff:

Mark A. Gaillard
City Manager

ATTEST:

Georganna Staskey for
CITY CLERK

APPROVED AS TO FORM:

Christina A. Kinnear
Digitally signed by Christina A. Kinnear
DN: cn=Christina A. Kinnear, o=City of Flagstaff, ou=City Attorney, email=christina.kinnear@flagstaffaz.gov, c=US
Date: 2025.07.11 13:31:45 -07'00'

CITY ATTORNEY'S OFFICE

Notice to Proceed: Patrick Brown Digitally signed by Patrick Brown Date: 2025.07.11 14:49:25 -07'00'

Redemption Counseling Center
Service Agreement
City of Flagstaff

Redemption Counseling Center

7/11/2025
Emily Neuman Bauerle, LCSW
Executive Director & Board President

7/11/2025
Joshua Szyman
Board Secretary

SCHEDULE A

BREAKDOWN OF COSTS:

	Rate	Frequency	Total
Flagstaff Fire Department			
Annual Intakes	$162	110	$17,820
Debriefings and/or Crisis Appointments	$142	12	$1,704
			$19,524
Flagstaff Police Department			
Annual Intakes	$162	180	$29,160
Debriefings and/or Crisis Appointments	$142	12	$1,704
			$30,864
Shared Costs			
Ongoing Counseling Appointments for Flagstaff Fire Department and Flagstaff Police Department	$142	2175	$308,850
Quarterly Trainings for employees	$648	4	$2,592
Administration			$10,000
Legal Fees			$20,000
			$341,442
TOTAL			$391,830
Quarter 1: July 1- September 30, 2025			$97,957.50
Quarter 2: October 1 - December 31, 2025			$97,957.50
Quarter 3: January 1 -March 30, 2025			$97,957.50
Quarter 4: April 1 - June 30, 2025			$97,957.50

FIRST AMENDMENT TO THE MENTAL HEALTH SERVICE AGREEMENT
Contract No. _____

This First Amendment to the Mental Health Service Agreement ("First Amendment") is entered into this ___ day of _____, 2025, by and between the City of Flagstaff, a political subdivision of the State of Arizona ("CoF") and Redemption Counseling Center, Inc., an Arizona non-profit corporation ("RCC").

RECITALS

WHEREAS, through a Mental Health Service Agreement dated July 11, 2025 (the "Agreement"), CoF entered into an agreement for RCC to provide mental health and crisis support services for Flagstaff Fire Department and Flagstaff Police Department personnel;

WHEREAS, the term of the Agreement was for three (3) months [FY2025-2026 Quarter 1: July 1 – September 30, 2025] and the cost of the services for this period was $97,957.50;

WHEREAS, the Agreement contained an option to renew for an additional nine (9) months [FY2025-2026 Quarter(s) 2-4] if CoF notified RCC of its intention to exercise the option to renew by August 30, 2025; and

WHEREAS, RCC has satisfactorily perform during this first term and CoF has elected to renew the Agreement to the term established in this First Amendment and at the additional cost established in this First Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto

The Parties agree to amend the Agreement by the following additions (indicated by **BOLD AND ALLCAPS**) and deletions (indicated by ~~strikethroughs~~):

1. Amendment One:

   Paragraph I.

   The purpose of this Agreement is to establish the conditions by which RCC will provide clinical mental health assessments and related services to specified CoF staff (Flagstaff Fire Department employees and Flagstaff Police Department employees) **AND THEIR "FAMILY" AND/OR "CHILDREN" AS DEFINED BY THIS AGREEMENT** ("Scope of Work").

2. Amendment Two:

   Paragraph II(b).

   i. During the initial term, CoF will pay RCC a total of $97,957.50 for the services as outlined in this Agreement.

   ii. DURING THE REMAINING NINE (9) MONTHS [FY2025-2026 QUARTER(S) 2-4], COF WILL PAY RCC $293,872.50 TO CONTINUE THE SERVICES AS OUTLINED IN THIS AGREEMENT.

3. Amendment Three:

   Paragraph II(c).

   ~~After the end of the initial term of three (3) months, CoF has the option to renew with a nine (9) month contract and any subsequent renewal terms. CoF must notify RCC of its intention to exercise the option for renewal by August 30, 2025.~~

   COF HEREBY ELECTS TO RENEW THE AGREEMENT FOR THE REMAINING NINE (9) MONTHS [FY2025-2026 QUARTER(S) 2-4], AND WILL RETAIN THE RIGHT TO ELECT TO EXERCISE ANY SUBSEQUENT RENEWAL TERMS OFFERED IN THIS AGREEMENT.

4. Amendment Four:

   Paragraph III. Scope of Work.

   a. **ANNUAL PROFESSIONAL WELLNESS INTAKE**

      i. RCC WILL OFFER ANNUAL PROFESSIONAL WELLNESS INTAKES THAT COF EMPLOYEES MAY CHOOSE TO ATTEND.

      ii. EACH INDIVIDUAL INTAKE WILL BE 50 MINUTES LONG AND WILL BE BILLED AT THE RATE DESCRIBED IN SCHEDULE A.

      iii. ANNUAL PROFESSIONAL WELLNESS INTAKES WILL BE SCHEDULED BY THE CITY AND/OR THE COF EMPLOYEE AND COUNSELOR.

   B~~a~~. Ongoing/Crisis Counseling Appointments: RCC will hold 42 on-going/crisis counseling sessions each week for Flagstaff Fire Department employees and Flagstaff Police Department employees.

      i. On-going counseling appointments will be 45-50 minutes long (unless otherwise arranged.

      ii. On-going counseling appointments will be scheduled by the CoF employee and

counselor.

iii. RCC will bill CoF for any additional on-going appointments (outside of the contracted number) according to the rate specified by Schedule A should CoF approve in writing that it is permissible for employees to utilize more sessions than the contracted amount.

C~~b~~. De-briefing Appointments

i. De-briefing appointments are counseling appointments designed to debrief a critical incident experienced by the CoF employee.

ii. De-briefings will be provided to CoF employees as requested, following traumatic events. It is the responsibility of the departments to notify RCC if a de-briefing is needed.

iii. CoF will be provided 24 de-briefings appointments over the course of 12 months, 12 for Flagstaff Fire and 12 for Flagstaff Police Department.

iv. RCC will bill CoF for any additional de-briefings (outside of the contracted number) according to the rate specified by Schedule A, should CoF approve in writing that it is permissible to hold additional de-briefing sessions.

D~~e~~. Trainings

i. RCC will provide hour-long quarterly mental health trainings to employees of the Flagstaff Fire Department and Flagstaff Police Department.

ii. The dates will be mutually agreed upon at quarterly leadership meetings.

iii. It is the responsibility of CoF to invite employees to the trainings and to provide physical space and technology support for the trainings.

E. COUNSELING FOR FAMILY AND CHILDREN

I. IN ADDITION TO COF EMPLOYEES, COUNSELING SERVICES THROUGH RCC WILL BE OFFERED TO FAMILY AND CHILDREN OF COF EMPLOYEES.

II. THE NUMBER OF FAMILY SESSIONS WILL BE LIMITED TO TWELVE SESSIONS PER YEAR.

III. FAMILY INCLUDES SPOUSE, AND EX-SPOUSE WITH SHARED CUSTODY OF CHILDREN UNDER 18 YEARS OLD.

IV. CHILDREN INCLUDE ANY CHILD LIVING WITH THE EMPLOYEE OR LIVING WITH THE EX-SPOUSE OF AN EMPLOYEE UNDER THE AGE OF 18 TO INCLUDE ADOPTED, FOSTER, AND STEPCHILDREN.

V. WHEN UTILIZED, FAMILY AND CHILD SESSIONS WILL BE BILLED ACCORDING TO THE RATE SPECIFIED BY SCHEDULE A. FAMILY SESSIONS WILL BE TRACKED BY RCC. CONFIDENTIALITY REMAINS IN PLACE FOR FAMILY AND CHILDREN, THE SAME AS WITH EMPLOYEES.

5. Amendment Five:

   The dates in SCHEDULE A – BREAKDOWN OF COSTS have been corrected to reflect the following dates:

TOTAL			$391,830
Quarter 1: July 1- September 30, 2025			$97,957.50
Quarter 2: October 1 - December 31, 2025			$97,957.50
Quarter 3: January 1 -March 30, 2026 ~~2025~~			$97,957.50
Quarter 4: April 1 - June 30, 2026 ~~2025~~			$97,957.50

6. All other terms and conditions of the Agreement, except to the extent amended herein, remain in full force and effect.

7. The Recitals identified within this First Amendment are incorporated herein.

8. This First Amendment is effective on the last date of execution.

IN WITNESS WHEREOF the Parties hereto have executed this First Amendment as of the date hereinbefore indicated.

Redemption Counseling Center, Inc.
Mental Health Service Agreement
City of Flagstaff

City of Flagstaff:

_____
City Manager

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY'S OFFICE

Notice to Proceed: _____

Redemption Counseling Center, Inc.
Mental Health Service Agreement
City of Flagstaff

Redemption Counseling Center, Inc.

_____

Emily Neuman Bauerle, LCSW
Executive Director & Board President

_____

Joshua Syzman
Board Secretary

FIRST AMENDMENT
SCHEDULE A – BREAKDOWN OF COSTS

	Rate	Frequency	Total
Flagstaff Fire Department			
Annual Intakes	$162	110	$17,820
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			$19,524
Flagstaff Police Department			
Annual Intakes	$162	180	$29,160
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Shared Costs			
Ongoing Counseling Appointments for Flagstaff Fire Department and Flagstaff Police Department	$142	2175	$308,850
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Administration			$10,000
Legal Fees			$20,000
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Quarter 2: October 1 - December 31, 2025			$97,957.50
Quarter 3: January 1 -March 30, 2026 ~~2025~~			$97,957.50
Quarter 4: April 1 - June 30, 2026 ~~2025~~			$97,957.50

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Rob Speer, IT Manager - GIS

Co-Submitter: CJ Perry

Date: 08/21/2025

Meeting Date: 08/26/2025

TITLE:

Consideration and Approval of Contract: 3-Year Software Maintenance Agreement for GIS Software with Environmental Systems Research Institute, Inc. (esri) in the amount of $197,508.43

STAFF RECOMMENDED ACTION:

1. Approve the 3-year Software Maintenance Agreement with esri for GIS software in the amount of $197,508.43; and
2. Authorize the City Manager to approve the necessary documents.

Executive Summary:

Staff is requesting approval of a Software Maintenance Agreement with esri, the vender of GIS Software. GIS Software is used to make maps, analyze geospatial data, and share results to solve problems. The City has used esri for GIS Software since 1988, and it is utilized by all departments within the City. GIS Software provides essential data functions to other systems including the ERP, water distribution networks, public works systems, and provides maps and data for plans and publications. GIS Software is accessed by external customers and citizens via internet mapping and data distribution portals. This Software Maintenance Agreement covers software extending to all internal users' desktops and as well as databases, servers, and public internet portals.

Financial Impact:

The cost of the GIS Software is budgeted and split between IT, Water Services and Public Works annually. The FY2026 budget is broken down into the following accounts and budgeted amounts:

IT (54%) - 001-01-014-0045-1-4231 ($35,670)
Water Services (20%) - 202-08-307-1090-0-4343 ($10,291) and 203-08-313-1130-0-4343 ($3,000)
Public Works (26%) - 040-06-161-0610-6-4343 ($17,399)

The cost allocation has remained the same since 2016 as reflected in the last three (3) three (3)-year Software Maintenance Agreements.

Policy Impact:

None

Previous Council Decision or Community Discussion:

This Software Maintenance Agreement for GIS Software with esri was approved by City Council three times in the past: 6/21/2016, 9/3/2019, and 7/5/2022.

Options and Alternatives to Recommended Action:

The City of Flagstaff first started using esri software in 1988, when it became esri Customer #348. Since that

date, esri has now grown to over 350,000 customers in over 200 countries.

City departments use the esri GIS Software services provided through this software package for mapping, communications, and data obtained via GIS for analysis in other City functions. More importantly, many other City systems are integrated and depend on data and information originating or passing through the GIS system: the Innoprise ERP (Community Development, Financials, Sales Tax, Customer Service), the Cartegraph Suite (Public Works and PROSE), the City Works suite (Water Services), and the Computer Aided Dispatch system (Police/Fire).

Background and History:
The City first started using esri software in 1988, when it became esri Customer #348. Since that date, esri has now grown to over 350,000 customers in over 200 countries.

City departments use the esri GIS Software services provided through this software package for mapping, communications, and data obtained via GIS for analysis in other City functions. More importantly, many other City systems are integrated and depend on data and information originating or passing through the GIS system: the Innoprise ERP (Community Development, Financials, Sales Tax, Customer Service), the Cartegraph Suite (Public Works and PROSE), the City Works suite (Water Services), and the Computer Aided Dispatch system (Police/Fire).

ESRI's GIS Software is a Proprietary Procurement as they are the only supplier which can provide the City with this specific GIS package. The Proprietary justification has been approved by the Procurement Director as ESRI is the sole owner of this particular GIS software which the City has had implemented since 1988.

Connection to PBB Priorities and Objectives:
This software reflects the PBB objective of High Performing Governance by providing an enterprise wide data and communication tool that integrates and reports on many systems within the City,
and
This software reflects the PBB objective of Inclusive and Engaged Community by providing effective communication tools like maps and Informatics, which are available online and appear in numerous plans and publications.

Connection to Regional Plan:
GIS is a key tool in providing data to, providing analysis for, and creating maps within the Regional Plan, including the draft 2045 Regional Plan currently in review.

Connection to Carbon Neutrality Plan:
The Sustainability division uses the GIS platform for their websites, for example, this Carbon Neutrality Plan website is hosted by gis.flagstaffaz.gov: https://gis.flagstaffaz.gov/portal/apps/sites/#/carbon-neutrality-plan

Connection to 10-Year Housing Plan:
The Housing division uses the GIS platform to analyze and display data, for example these mapping applications and dashboards:
Emergency Housing EXB https://gis.flagstaffaz.gov/portal/apps/experiencebuilder/experience/?id=0b5baad06aa945a6800d4da59c1c045e
Affordable Ownership Housing EXB https://gis.flagstaffaz.gov/portal/apps/experiencebuilder/experience/?id=09f2e6a32a8440f09ad24178a042ebe2
Homeownership Assistance by Neighborhood https://gis.flagstaffaz.gov/portal/apps/dashboards/619060e228934b06ba5ee2ed634f625f
Affordable Rental Housing EXB https://gis.flagstaffaz.gov/portal/apps/experiencebuilder/experience/?id=4618cb7119d94238a1ad5ac3b801f6b5
Mapping the Housing Continuum in Flagstaff https://gis.flagstaffaz.gov/portal/apps/experiencebuilder/experience/?id=0c8ee234bfde438d83469057e4ef8503

Attachments: April 2025 Quote

esri Master Agreement
e300 esri product specific agreement

April 28, 2025

Rob Speer
IT Manager – GIS
City of Flagstaff
211 W. Aspen Ave
Flagstaff, AZ 86001

Dear Rob,

Esri is pleased to offer this proposal to renew your existing Small Government Enterprise Agreement (SGEA). The SGEA is a three-year agreement that will grant your organization access to Esri term license software.

We know there is significant potential to continue applying Geographic Information System (GIS) technology in many operational and technical areas within your organization. Renewing this SGEA will enable the City to continue deriving the best value for Esri software products as it has since 2016.

An SGEA provides your organization with numerous benefits including:

- A lower cost per unit for licensed software.
- Reduced administrative and procurement expenses.
- Flexibility to deploy software products when and where needed.

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.
- Licenses are valid for the term of the EA.

We appreciate the opportunity to present this proposal and look forward to continuing to support the City's GIS initiatives. Thank you for your consideration.

Best Regards,



Andrew Larson | 720.364.9699 | alarson@esri.com
Account Manager – Local Government
167 S. Taylor Ave.
Louisville, CO 80027

To accept this proposal:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

   "THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

   Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.

3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.

4. Send the purchase order and agreement to the address, email or fax noted below:

   Esri
   Attn: Customer Service SG-EA
   380 New York Street
   Redlands, CA 92373-8100

   e-mail: service@esri.com
   fax documents to: 909-307-3083

Quotation # Q-544020

Date: April 29, 2025

Customer # 348 **Contract #**

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 **CAGE Code: 0AMS3**

City of Flagstaff
GIS
211 W Aspen Ave
Flagstaff, AZ 86001-5359

ATTENTION: Rob Speer
PHONE: 928-213-2851
EMAIL: rob.speer@flagstaffaz.gov

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 4/29/2025 To: 7/28/2025

Material	Qty	Term	Unit Price	Total
193206	1	Year 1	$60,300.00	$60,300.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
193206	1	Year 2	$60,300.00	$60,300.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
193206	1	Year 3	$60,300.00	$60,300.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				

Subtotal:	$180,900.00
Sales Tax:	$16,608.43
Estimated Shipping and Handling (2 Day Delivery):	$0.00
Contract Price Adjust:	$0.00
Total:	$197,508.43

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	**Email:**	**Phone:**
Andrew Larson	alarson@esri.com	(720) 364-9699

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance or a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

LARSONA **This offer is limited to the terms and conditions incorporated and attached herein.**

Esri Use Only:
Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____

SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-3)

This Agreement is by and between the organization identified in the Quotation (**"Customer"**) and **Environmental Systems Research Institute, Inc.** (**"Esri"**).

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities (annual subscription)

ArcGIS Enterprise Software and Extensions ArcGIS Enterprise (Advanced and Standard) ArcGIS Monitor ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Data Reviewer	**ArcGIS Enterprise Additional Capability Servers** ArcGIS Image Server **ArcGIS Online User Types** ArcGIS Online Viewer User Type **ArcGIS Enterprise User Types** ArcGIS Enterprise Viewer User Type

Capped Quantities (annual subscription)

ArcGIS Online User Types		**ArcGIS Enterprise User Types**	
ArcGIS Online Contributor User Type	15	ArcGIS Enterprise Contributor User Type	15
ArcGIS Online Mobile Worker User Type	75	ArcGIS Enterprise Mobile Worker User Type	75
ArcGIS Online Creator User Type	75	ArcGIS Enterprise Creator User Type	75
ArcGIS Online Professional User Type	20	ArcGIS Enterprise Professional User Type	20
ArcGIS Online Professional Plus User Type	20	ArcGIS Enterprise Professional Plus User Type	20
ArcGIS Pro (Add-on Apps) for ArcGIS Online Creator or Professional User Type		**ArcGIS Pro (Add-on Apps) for ArcGIS Enterprise Creator or Professional User Type**	
ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	20 each	ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	20 each
ArcGIS Online Apps and Other		**ArcGIS Enterprise Apps and Other**	
ArcGIS Location Sharing for ArcGIS Online	20	ArcGIS Location Sharing for ArcGIS Enterprise	20
ArcGIS Online Service Credits	50,000	ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise	15

Other Benefits

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

_____
(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Address: _____

City, State, Postal Code: _____

Country: _____

Quotation Number (if applicable): _____

Telephone: _____

Fax: _____

E-mail: _____

1.0—Additional Definitions

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at https://www.esri.com/en-us/legal/terms/full-master-agreement and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—Additional Grant of License

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—Term, Termination, and Expiration

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—Product Updates

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at https://support.esri.com/en/other-resources/product-life-cycle. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—Maintenance

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at https://www.esri.com/en-us/legal/terms/maintenance). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.

2. The Tier 1 Help Desk will be fully trained in the Products.

3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.

4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.

5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.

6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.

2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.

3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—Endorsement and Publicity

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—Administrative Requirements

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—Ordering, Administrative Procedures, Delivery, and Deployment

8.1 Orders, Delivery, and Deployment

a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

c. Esri's federal ID number is 95-2775-732.

d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

9.0—Mergers, Acquisitions, or Divestitures

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

Master Agreement
Products and Services

Revised February 14, 2025
IMPORTANT—READ CAREFULLY

Unless superseded by a signed license agreement between you and Esri, Esri is willing to provide Esri Offerings and Services to you only if you accept all terms and conditions contained in this Agreement as the sole and final agreement of the parties regarding your acquisition of these Esri Offerings and Services. Please read the terms and conditions carefully. You may not use the Esri Offerings unless you agree to the terms and conditions of the Agreement. Your access and use of Esri Offerings, or Services, constitutes your acceptance of the terms and conditions of this Agreement. If you do not agree, contact your local sales representative prior to making your purchase.

This Master Agreement ("**Agreement**") is between you (**"Customer"**) and **Environmental Systems Research Institute, Inc.** (**"Esri"**), a California corporation with a place of business at 380 New York Street, Redlands, California 92373-8100 USA.

Attachment A contains definitions of capitalized terms used throughout this Agreement. Each section of this Agreement may include additional definitions that are used exclusively within that section.

1.0 GENERAL GRANT OF RIGHTS AND RESTRICTIONS

1.1 Grant of Rights. In consideration of Customer's payment of all applicable fees and in accordance with this Agreement, Esri

a. Provides Services as set forth in this Agreement;
b. Grants to Customer a nonexclusive, nontransferable right and license or subscription to access and use Esri Offerings as set forth in the Specifications and applicable Ordering Documents; and
c. Authorizes Customer to copy and make derivative works of the Documentation for Customer's own internal use in conjunction with Customer's authorized use of Esri Offerings. Customer will include the following copyright attribution notice acknowledging the proprietary rights of Esri and its licensors in any derivative work:

   "Portions of this document include intellectual property of Esri and its licensors and are used under license. Copyright © [*Customer will insert the actual copyright date(s) from the source materials*.] Esri and its licensors. All rights reserved."

The grants of rights in this section (i) continue for the duration of the subscription or applicable Term or perpetually if no Term is applicable or identified in the Ordering Documents and (ii) are subject to additional rights and restrictions in this Agreement including Attachment B.

1.2 Consultant or Contractor Access. Customer may authorize its consultants or contractors to (i) host Esri Offerings for Customer's benefit and (ii) use Esri Offerings exclusively for Customer's benefit. Customer will be solely responsible for its consultants' and contractors' compliance with this Agreement and will ensure that each consultant or contractor discontinues use of Esri Offerings upon completion of work for Customer. Access to or use of Esri Offerings by consultants or contractors that is not exclusively for Customer's benefit is prohibited.

1.3 Reservation of Rights. All Esri Offerings are the copyrighted works of Esri or its licensors; all rights not specifically granted in this Agreement are reserved.

1.4 Customer Content. Esri does not acquire any rights in Customer Content under this Agreement other than as needed to provide Esri Offerings and Services to Customer.

2.0 SOFTWARE AND ONLINE SERVICES

2.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

a. **"Anonymous Users"** means all who have public access (i.e., without having to provide a Named User Credential) to any part of Customer Content or Customer's Value-Added Applications.
b. **"App Login Credential(s)"** means a system-generated application login and associated password, provided when registering a Value-Added Application with Online Services, which when embedded in a Value-Added Application allows the Value-Added Application to access and use Online Services.
c. **"Commercial App Deployment License"** means a license to distribute Value-Added Applications to third parties for a fee.
d. **"Concurrent Use License"** means a license to install and use Software on computer(s) on a network, provided that the number of simultaneous users may not exceed the number of licenses acquired. A Concurrent Use License includes the right to run passive failover instances of Concurrent Use License management software in a separate operating system environment for temporary failover support.
e. **"Deployment License"** means a license to incorporate ArcGIS Runtime components in Value-Added Applications and distribute Value-Added Applications to Customer's end users.
f. **"Deployment Server License"** means a license to use Software under a Server License for all uses permitted in this Agreement and as described in the Documentation.
g. **"Development Server License"** means a license to use Software under a Server License only to build and test Value-Added Applications as described in the Documentation.
h. **"Development Use"** means the right to install and use Products to build and test Value-Added Applications as described in the Documentation.
i. **"Failover License"** means a license to install Software on redundant systems for failover operations, but the redundantly installed Software may be operational only during the period the primary site is nonoperational. Except for system maintenance and updating of databases, the redundant Software installation(s) will remain dormant while the primary site (or any other redundant site) is operational.
j. **"Named User(s)"** is Customer's employee, agent, consultant, or contractor to whom Customer has assigned a unique, secure login credential (identity) enabling access to a Product that requires such identity in order to access identity-managed capabilities within a Product for Customer's exclusive benefit. For educational use, Named Users may include registered students.
k. **"Named User Credential(s)"** means an individual person's login and associated password enabling that person to access and use Products.
l. **"Named User License"** means the right for a single Named User to use a specific Esri Offering.
m. **"Online Services Subscription"** means a limited-term subscription conveying the right for one or more Named Users to access and use Online Services.
n. **"Redistribution License"** means a license to reproduce and distribute Software provided that

    1. Customer reproduces and distributes the Software in its entirety;
    2. A license agreement that protects the Software to the same extent as this Agreement accompanies each copy of the Software, and the recipient agrees to the terms and conditions of the license agreement;
    3. Customer reproduces all copyright and trademark attributions and notices; and
    4. Customer does not charge a fee to others for the use of the Software.

o. **"Server License"** means a license to install and use Software on any computer being used as a server. Server Licenses may be subject to a limited number of server cores or distributed deployment on multiple servers as described in the Ordering Documents or Documentation. If the Software description includes failover use rights, each Server License includes a Failover License.
p. **"Sharing Tools"** means publishing capabilities included with Customer's authorized use of Online Services or ArcGIS Enterprise that allow Customer to make Customer Content and Value-Added Applications available to third parties or Anonymous Users.
q. **"Single Use License"** means a license for a single authorized end user to install and use Software on a single computer. The single authorized end user may also install a second copy for the end user's exclusive use on a second computer as long as only 1 copy of Software is in use at any time. No other end user may use Software under the same license at the same time for any other purpose.

r. **"Staging Server License"** means a license to use Software under a Server License to build and test Value-Added Applications and map caches; conduct user acceptance, performance, and load testing of other third-party software; stage new commercial data updates; and conduct training activities as described in the Documentation. Customer may use Value-Added Applications and map caches with Development and Deployment Server Licenses.

2.2 License and Subscription Types. Esri provides Products under one or more of the license or subscription types identified in the definitions above. The Documentation and Ordering Documents identify which license or subscription type(s) applies to the ordered Products.

2.3 Software Terms of Use.

a. Customer may

1. Install, access, or store Software and Data on electronic storage device(s);
2. Make archival copies and routine computer backups;
3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed 6 months, provided that the deployment of either version does not exceed Customer's licensed quantity; thereafter, Customer will not use more Software in the aggregate than Customer's total licensed quantity. This concurrent use right does not apply to Software licensed for Development Use;
4. Move Software in the licensed configuration to a replacement computer;
5. Distribute Software and any associated Authorization Codes required for use of a Deployment License to third parties; and
6. Governmental or not-for-profit organizations that operate a website or offer Internet services may use server Software for revenue-generating purposes on a cost-recovery basis and not for profit.

b. Customer may customize Software using any macro or scripting language, APIs, or source or object code libraries but only to the extent that such customization is described in the Documentation.
c. Customer may use all fonts provided with Software for any authorized use of the Software. Customer may also use Esri fonts separately to print any output created by the Software. Any use restrictions for third-party fonts included with the Software are set forth in the font file itself.
d. Esri publishes Product-Specific Terms of Use at https://www.esri.com/legal/scope-of-use.

2.4 Online Services Terms of Use.

a. **Online Services Descriptions.** Esri publishes Product-Specific Terms of Use at https://www.esri.com/legal/scope-of-use. Use of Online Services is also subject to the Cloud Services terms found in Attachment B.
b. **Modifications of Online Services.** Esri may change Online Services and associated APIs at any time, subject to 30 days' notice of material changes and 90 days' notice for deprecations. If any modification, discontinuation, or deprecation of Online Services causes a material, adverse impact to Customer's operations, Esri may, at its discretion, attempt to repair, correct, or provide a workaround for Online Services. If a viable solution is not commercially reasonable, Customer may cancel its subscription to Online Services, and when applicable, Esri will issue a prorated refund.
c. **Sharing Customer Content.** Sharing Customer Content using Sharing Tools enables third parties to use, store, cache, copy, reproduce, (re)distribute, and (re)transmit Customer Content through Online Services. Esri is not responsible for any loss, deletion, modification, or disclosure of Customer Content resulting from use or misuse of Sharing Tools. Customer's use of Sharing Tools is at Customer's sole risk.

2.5 Named User Licenses. Except as expressly set forth in this Agreement, the following terms apply to Software and Online Services for which Customer acquires Named User Licenses.

a. **Named Users.**

1. Named User login credentials are for designated users only and may not be shared with other individuals.

2. Customer may reassign a Named User License to another user if the former user no longer requires access to the Software or Online Services.
3. Customer may not add third parties as Named Users, other than third parties included within the definition of Named Users.

b. **Anonymous Users.** Anonymous Users may only access Software or Online Services through Value-Added Applications that provide access to services or Content, that has been published for shared access through the use of Sharing Tools.

2.6 Value-Added Applications.

1. Customer is responsible for the development, operation, and technical support of Customer Content and Value-Added Applications.
2. Customer may not embed a Named User Credential into Value-Added Applications. Value-Added Applications that enable access to Customer Content that is not publicly shared through the use of Sharing Tools must require individual users to log in to the application(s) with their unique Named User login credentials.
3. Customer may embed an App Login Credential into Value-Added Applications that provide access by Anonymous Users to services or Content, that has been published for shared access by Anonymous Users through the use of Sharing Tools.
4. Customer may not embed an App Login Credential into Value-Added Applications that enables access to Customer Content that is not publicly shared through the use of Sharing Tools. Value-Added Applications that enable access to Customer Content that is not publicly shared through the use of Sharing Tools must require individual users to log in to the application(s) with their unique Named User login credentials.
5. Customer may not provide a third party, other than third parties included within the definition of Named Users, with access to Software or Online Services, other than through Customer's Value-Added Application(s).
6. Customer may transfer Value-Added Applications to any third party for use in conjunction with the third party's own Software license or Online Services Subscription.

2.7 Limited-Use Programs.

a. **Trial, Evaluation, and Beta Programs.** Products acquired under a trial, evaluation, or Beta program are licensed for evaluation and testing purposes only and not for commercial use. Any such use is at Customer's own risk, and the Products do not qualify for Maintenance. If Customer does not convert to a purchased license or subscription prior to the expiration of the trial, evaluation, or Beta license, Customer may lose any Customer Content and customizations made during the license term. If Customer does not wish to purchase a license or subscription, Customer should export such Customer Content before the license expires.
b. **Educational Programs.** Customer agrees to use Products provided under an educational program solely for educational purposes during the educational use Term. Customer shall not use Products for any Administrative Use unless Customer has acquired an Administrative Use license. "Administrative Use" means administrative activities that are not directly related to instruction or education, such as asset mapping, facilities management, demographic analysis, routing, campus safety, and accessibility analysis. Customer shall not use Products for revenue-generating or for-profit purposes.
c. **Grant Programs.** Customer may use Products provided under a grant program for noncommercial purposes only. Except for cost recovery of using and operating the Products, Customer shall not use Products for revenue-generating or for-profit purposes.
d. **Other Esri Limited-Use Programs.** If Customer acquires Products under any limited-use program not listed above, Customer's use of the Products may be subject to the terms set forth in the applicable launching page or enrollment form or as described on Esri's website in addition to the nonconflicting terms of this Agreement.

3.0 DATA

3.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

a. **"Business Listing Data"** means any dataset that includes a list of businesses and may include other associated business attributes.

b. **"Esri Content Package(s)"** means a digital file containing Online Services basemap Data extracted from the Online Services.
c. **"Street Data"** means Data that includes or depicts information about roads, streets, and related features.

3.2 Permitted Uses.

a. Unless otherwise authorized in writing, Customer may only use Data with the Products for which Esri has provided the Data.
b. Subject to the restrictions set forth in this Agreement and provided that Customer affixes an attribution statement to the Data representations acknowledging Esri or its applicable licensor(s) as the source of the portion(s) of the Data used for the Data representation, Customer may:

    1. Create representations of Data in hard-copy or static, electronic format (e.g., PDF, GIF, JPEG, HTML); in ArcGIS Web Maps; or in Esri Story Maps apps for the purposes of visualizing Data (including basic interactions such as panning, zooming, and identifying map features with simple pop-ups); and
    2. Use and include such representations of Data in presentation packages, marketing studies, or other reports or documents containing map images or data summaries derived from the use of Esri Products to third parties.

c. Customer may take Online Services basemaps offline through Esri Content Packages and subsequently deliver (transfer) them to any device for use with licensed ArcGIS Runtime applications and ArcGIS Desktop. Customer may not otherwise scrape, download, or store Data.
d. Customer may make any internal use of geocoded results that are obtained and stored in compliance with this Agreement. Customer may not redistribute geocoded results except to (i) use and/or display on a map in connection with Customer's public, non-revenue generating website(s), (ii) permit access to third-parties for the purposes of Customer's business, or (iii) deliver to third parties, on a noncommercial/non-revenue generating basis, static results, static output or static base map renderings.

3.3 Use Restrictions.

a. Customer may not act directly or authorize its customers to cobrand Data, use Data in any unauthorized service or product, or offer Data through or on behalf of any third party.
b. Customer may not use or allow third parties to use Data, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party.
c. *Business Listing Data.* Unless authorized in writing, Customer may not use Business Listing Data for any direct marketing purposes, resale publication, or distribution to any third party as part of any mailing list, directory, classified advertising, or other compilation of information.
d. *Street Data.* Customer may use Street Data for mapping, geocoding, routing, and transportation network analysis purposes. Unless otherwise authorized in writing, Customer may not use Street Data for

    1. Real-time navigational guidance, including alerting a user about upcoming maneuvers, such as warning of an upcoming turn or calculating an alternate route if a turn is missed;
    2. Synchronized multivehicle routing; or
    3. Synchronized route optimization.

e. *Business Analyst Data.* Customer may cache Data provided with ArcGIS Business Analyst Mobile App on a mobile device for use in conjunction with its use of ArcGIS Business Analyst Server. Customer may not otherwise cache or download such Data.
f. *Partial Dataset Licenses:* If Customer orders a subset of a dataset (e.g., a country, region, state, or local portion of a global database), Customer may use only the licensed subset, not any other portion of the full dataset.
g. *Michael Bauer Research International Boundaries Data ("MBR Data")*. Customer's right to use data downloaded to Customer's premises (e.g., MBR Data stored in ArcGIS Enterprise, ArcGIS Desktop) terminates 2 years after download.

3.4 Supplemental Terms and Conditions for Data. Certain Data licensors require Esri to flow down additional attribution requirements and terms of use to Customer. These terms supplement and amend the terms of this Agreement and are available at www.esri.com/legal/third-party-data.

4.0 MAINTENANCE

4.1 US Customers. Esri will provide Maintenance for Software and Online Services in accordance with the Esri Maintenance and Support Program and this Agreement if Customer is in the United States.

4.2 Customers outside the United States. Customer may obtain maintenance services from their local Esri authorized distributor under the authorized distributor's own standard support policy and in accordance with the Esri Product Life Cycle Support Policy.

5.0 PROFESSIONAL SERVICES

5.1 Definition. The following definition supplement the definitions provided in Attachment A:

a. **"Professional Service Package(s)"** means a predefined unit of Professional Services, provided at a firm fixed price.

5.2 Permitted Uses. Customer may use, copy, and modify Deliverables solely in conjunction with Customer's authorized use of Products.

5.3 Task Orders and Project Schedule.

a. Esri will provide Professional Services and Deliverables as specified in the Task Order.
b. Each Task Order will reference this Agreement and specify the commencement date and, if known, the period of performance.
c. Task Orders may have the format shown in Attachment C or any other agreed-upon format.
d. Each party will identify, in writing, the project manager who is responsible for Professional Services and Deliverables described in Task Orders. By written notice to the other party's technical administrator, either party may replace the project manager at any time with a similarly qualified person.
e. Other than pricing and descriptions of Professional Services to be performed, terms and conditions in a Task Order are not binding unless both parties have signed the Task Order. The terms of a signed Task Order take precedence over conflicting terms in this Agreement.

5.4 Ownership of Deliverables. Esri or its licensors own and retain ownership of Deliverables.

5.5 Acceptance.

a. **For Firm Fixed Price Task Orders.** Unless otherwise agreed to in the applicable Task Order, Customer will complete its acceptance review within 10 working days of receiving each Deliverable and classify the Deliverables as follows:

    1. "DELIVERABLE ACCEPTED" means a Deliverable conforming to the applicable Task Order with no more than minor nonconformities.
    2. "DELIVERABLE ACCEPTED WITH REWORK" means a Deliverable substantially conforming to the applicable Task Order but having a significant number of identified nonconformities and accepted subject to rework by Esri. Esri will rework the Deliverable for the identified nonconformities and resubmit it within 30 days. Customer will rerun its acceptance review for the nonconformities detected in the initial review within 10 working days of such resubmission and will reclassify the Deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.
    3. "DELIVERABLE REJECTED" means a Deliverable that fails to substantially conform to applicable Task Order(s). Esri will rework the Deliverable and resubmit it to Customer within 30 days, at which time Customer will have 10 working days to rerun its acceptance review and reclassify the deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.

Customer may not use any Deliverable in its business operations before acceptance as described in a.1 or a.2. If Customer does not notify Esri in writing within 10 working days after delivery that it has classified the Deliverable as ACCEPTED WITH REWORK or REJECTED in accordance with a.2 or a.3, or if Customer uses the Deliverable in its business operations, the Deliverable will be deemed, as of the first of either of these events to occur, to have been accepted.

b. **For Task Orders with Professional Service Packages.** Professional Services that Esri performs under Professional Service Packages will be deemed accepted unless Customer notifies Esri within 10 days after performance. Customer may purchase additional Professional Service Packages as needed to complete Customer's work requirements.
c. **For Time and Materials Task Orders.** Professional Services are provided strictly on a time and materials basis subject to the Task Order not-to-exceed funding limit. The Professional Services provided will be deemed accepted and in compliance with the professional and technical standards of the software industry unless Customer notifies Esri within 10 days after performance. Deliverables produced under a time and materials Task Order are consulting hours only will not be subject to acceptance testing.

5.6 Warranty for Deliverables. Esri warrants to Customer that firm fixed price Deliverables materially comply with Specifications for a period of 90 days from acceptance, subject to the limitations and disclaimers of liability set forth in the "Limited Warranties and Disclaimers" section of Attachment B.

5.7 Changes. The parties may make changes within the general scope of a Task Order by mutual agreement. To document any agreed-to scope changes within the general scope of the Task Order that affects the cost or time required to provide a Deliverable, the parties will jointly sign a written amendment to the Task Order that includes an equitable adjustment in the price, schedule, or both.

5.8 Customer Termination for Convenience. Customer may terminate any Task Order at any time upon 30 days' written notice to Esri and upon payment to Esri of all amounts due to date pursuant to this Agreement, including reasonable expenses incurred as a direct result of the termination and the pro rata contract price for the Task Orders affected.

5.9 Payment; Invoices.

a. **For Firm Fixed Price Task Orders.** Unless otherwise specified in a Task Order, Esri will prepare and submit monthly invoices based on the percentage of completion for each Deliverable as of the end of the preceding month. Upon acceptance of all Deliverables under a Task Order, the unpaid balance of the total Task Order value is due.
b. **For Professional Service Packages.** Esri will submit an invoice for Professional Service Packages on receipt of an agreed-upon Task Order. Esri may, at its sole discretion, stop work to avoid exceeding the total labor hours or number of days allotted in the applicable Professional Service Package description set forth in the applicable scope of work. Professional Service Packages expire if not used within 12 months of the Esri invoice date.
c. **For Time and Materials Task Orders.**

    1. Esri will submit to Customer written monthly invoices to the Customer address provided in the Task Order. The invoices will include the payment due for work performed, including travel time, and any other direct costs (ODCs) incurred as authorized under a Task Order. The amount invoiced for labor will be equal to the number of hours expended during the previous month, multiplied by the applicable labor rates. Esri will invoice meals on a per diem basis in accordance with the full daily limits specified on the government Defense Travel website at https://www.defensetravel.dod.mil/site/perdiemCalc.cfm. Esri may escalate hourly labor rates for Services; any increase in the first 5 years will not exceed 5 percent per year. Esri will invoice ODCs, including travel-related expenses incurred, plus a 15 percent burden.
    2. Esri may reallocate the budget between activities, labor categories, and ODCs as necessary to facilitate the work effort, provided the overall price is not exceeded. If Esri reaches the funded not-to-exceed Task Order value and the activities are not completed, Customer may increase the order funding to allow additional work to be performed, or Esri may stop work without further obligation or liability.

5.10 System and Data Access. Each Task Order will specify any requirement for Customer to give Esri personnel access to Customer's systems or data.

6.0 ESRI MANAGED CLOUD SERVICES

6.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

a. **"Esri Managed Cloud Services Environment"** means the hardware, Software, Data, and network platform that Esri or its third-party supplier provides as part of Esri Managed Cloud Services.
b. **"Hosting"** means the business of housing and making accessible Customer Content via the Internet.

6.2 Provision of Esri Managed Cloud Services.

a. **General Terms.** Use of Esri Managed Cloud Services is subject to the Cloud Services terms found in Attachment B of this Agreement.
b. **Requirements Planning.** It is Customer's responsibility to plan for and address with Esri changes to Customer's requirements, such as the need for additional capacity, the update of an application or dataset, or increased level of system availability.
c. **Compensation and Expenses.** Esri will invoice Customer for the one-time setup fee upon Task Order execution. Thereafter, Esri will invoice Customer monthly for the Esri Managed Cloud Services to be provided the following month. Customer will pay invoices within 30 days of receipt. Customer is responsible for any shipping or temporary storage costs incurred during the delivery of Customer Content to Esri or removal of Customer Content from the Esri Managed Cloud Services Environment. This paragraph does not apply to Esri Managed Cloud Services provided under the Advantage Program (see the section entitled "Advantage Program" in this Agreement).
d. **Risk of Loss.** Risk of loss for all Customer Content shall at all times remain with Customer, and it is Customer's sole responsibility to maintain regular backups of Customer Content. Risk of loss for the Esri Managed Cloud Services Environment shall at all times remain with Esri.
e. **Personally Identifiable Information.** Prior to providing any Customer Content under this Agreement, Customer shall notify Esri if Customer Content includes personally identifiable information.
f. **Public Software.** Customer may not use, and may not authorize its end users or contractors to combine or use any Esri Offerings with any software (including any underlying dependencies), documentation, or other material distributed under an open source or other similar licensing or distribution model that requires as a condition of such model that any component of the Esri Offering to be (1) disclosed or distributed in source code form, (2) made available free of charge to third parties, or (3) modifiable without restriction by third parties.
g. **Monitoring.** Customer will provide information and other materials related to its Customer Content as reasonably requested by Esri or its Hosting partner to verify Esri's or Customer's compliance with this Agreement. Esri or its Hosting partner, as applicable, may browse, index, or otherwise monitor the external interfaces of any Customer Content solely for the purpose of verifying compliance with this Agreement.

7.0 TRAINING

7.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

a. **"Customer-Supplied Training Data"** means any digital dataset(s) including, but not limited to, geographic vector data, coordinates, raster data reports, or associated tabular attributes supplied by Customer for use in training.
b. **"Esri Academy LMS Integration Subscription"** means an optional term-limited subscription to Esri Academy enabling a specific number of unique Customer student(s) access to Self-Paced E-Learning through the customer's Learning Management System.
c. **"Esri E-Learning Content (SCORM Format) License"** means an optional term-limited license that provides Esri customers with Esri's e-learning content in SCORM (Shareable Content Object Reference Model) format to import into their Learning Management System.
d. **"Esri Mobile Lab"** means a service in which Esri will deliver and set up a training environment at the Customer's site for use in conjunction with scheduled Esri Training Events only. The Esri Mobile Lab will

include certain hardware, software, power cords, and network switches necessary for the instructor to set up the environment.

e. **"Esri Training Event(s)"** means an Esri site class, Esri instructor-led online class, a Customer site/private class, workshop, or coaching services.
f. **"Esri Training Representative"** means Customer's primary Esri liaison in organizing private Esri Training Events.
g. **"Student(s)"** means a Customer employee or agent who is a registered participant in a specific Esri Training Event or Training-related services. If Customer is an individual, then Student means Customer.
h. **"Training Pass"** means a nonrefundable, nontransferable block of prepaid training days with a fixed price per day throughout the Term of the Training Pass.
i. **"Esri Mobile Router"** means a service in which Esri will deliver and setup a mobile router at the Customer's site for use in conjunction with a scheduled Esri Training Event only. The mobile router provides high-speed wireless internet access needed to run the Esri Training Event.
j. **"Learning Management System"** or **"LMS"** shall mean third-party software acquired separately by Customer that allows Customer to consume E-Learning Content (SCORM Format) for the purpose of re-serving it to the Customer's internal employees.

7.2 Permitted and Prohibited Uses.

a. Esri provides Training Materials for Training purposes only and for the exclusive use of the Student who attends the Training course for which the Training Materials are provided.
b. Customer may reproduce copies of Training Materials for registered Students.
c. Customer may not and may not permit any Student to (i) separate the component parts of Training Materials for any use or (ii) use audio or video recording equipment during an Esri Training Event.
d. Esri may issue temporary Product authorizations if Customer has an insufficient number of Products available for Training. Customer may use such Products as Training Materials under the terms of this Agreement. Customer will uninstall all deployed Products and return any media provided by Esri upon conclusion of the Esri Training Event.
e. Customer will retain ownership of any Customer-Supplied Training Data.

7.3 Esri's Responsibilities.

Esri will

a. Provide an instructor qualified to conduct Training;
b. Provide all necessary Training Materials for Student; and
c. Confirm Esri Training Events approximately 10 business days prior to the scheduled start date. Esri will only confirm Student registrations that include a payment method. Registrations without a confirmed payment method are placed on the reservation waiting list. All reservations on the waiting list are subject to availability. Customer site/Private class and coaching services confirmation is also dependent on receipt of the completed Customer site training request form.

7.4 Customer's Responsibilities.

Customer will

a. Ensure that all Students have received confirmation from Esri to participate in an Esri Training Event. Esri reserves the right to disconnect any Student who permits unregistered student access to an online classroom Esri Training Event. In such case, the full Esri Training Event fee will be invoiced and payable;
b. Ensure that all Students meet the minimum prerequisites for the applicable Esri Training Event as listed on Esri's training website;
c. Submit Student registrations with payment method information at least 15 business days before the scheduled start date;
d. Provide the Esri Training Representative with a list of names and email addresses of any Students who are to attend an Esri Training Event at least 3 business days before the scheduled start date, for compliance with

the US embargoed country lists and the various US Government Lists of Parties of Concern or Specially Designated Nationals lists;

e. For classes held at the Customer-designated facility, complete a client-site training request form; consult with Esri personnel to determine classroom, computer, and network requirements; and provide all such required classrooms, computers, and network access;
f. Ensure that Student use of Training Materials provided by Esri complies with the terms of this Agreement; and
g. Assume full liability and responsibility for Student attending Training course(s) under this Agreement.
h. If the Esri Mobile Lab or Mobile Router is used, Customer will

    1. Take delivery of the Esri Mobile Lab or Mobile Router from the shipping agent, and keep it in a secure, locked area at all times;
    2. Immediately report any previously damaged Esri Mobile Lab or Mobile Router equipment to the Esri Training Representative upon receipt of the shipment; and
    3. Be financially responsible for loss of, damage to, or theft of Esri Mobile Lab or Mobile Router equipment while in Customer's possession.

7.5 Student Registration and Training Event Change Policy.

a. Customer will provide advance written notice to Esri Customer Service at service@esri.com to reschedule or cancel any Esri Training Event or to substitute a student in a scheduled Esri Training Event.
b. A replacement Student must be from the same Customer organization as the Student being replaced.
c. If Customer reschedules an Esri Training Event three or fewer days before the scheduled start date, Esri will charge Customer 50 percent of the fee plus the cost of the rescheduled Esri Training Event.
d. If Customer (i) cancels an Esri Training Event 3 or fewer days before the scheduled start date without concurrently rescheduling or (ii) is absent without notice from the Esri Training Event, Customer will be liable for the full Esri Training Event fee.
e. If cancellation of an Esri Training Event is necessary due to causes beyond the party's reasonable control, the affected party may reschedule or cancel the Esri Training Event without incurring any liability.
f. *Termination of Agreement.* Students who are currently registered for an Esri Training Event as of the date of termination of this Agreement may attend the scheduled Esri Training Event, subject to the terms and conditions of this Agreement.

7.6 Invoicing; Prepaid Fees.

a. Esri will invoice Customer upon completion of the Esri Training Event or on purchase of a Training Pass. On Customer request, Esri will invoice in advance for an Esri Training Event.
b. If Customer is invoiced and pays that invoice prior to the scheduled Esri Training Event, then Customer has 1 year from the date of the invoice to consume training days. For a multiyear order, training days must be consumed by the end date specified on the Esri quotation. Thereafter, all prepaid fees are forfeited.
c. Training Pass policies and redemption rates are described at https://www.esri.com/training/training-for-organizations/.

This section 7.6 does not apply to Training provided under the Advantage Program.

7.7 Availability and General Provision of Wireless Service.

a. Esri will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to wireless service interruptions or unavailability.

7.8 Esri E-Learning in the Customer's Learning Management System.

a. Esri E-Learning Content (SCORM format) License, specific terms of use incorporated by reference are found at https://www.esri.com/content/dam/esrisites/en-us/media/legal/scorm-lms/scorm-terms-and-conditions.pdf
b. Esri Academy LMS Integration Subscription, specific terms of use incorporated by reference are found at https://www.esri.com/content/dam/esrisites/en-us/media/legal/scorm-lms/lms-terms-and-conditions.pdf

8.0 ADVANTAGE PROGRAM

8.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

a. **"Activity Description"** means a mutually agreed upon written statement that confirms the number of Learning and Services Credits that Esri estimates is required to perform an activity and authorizes Esri to begin work based on such estimate. The Activity Description serves as the Task Order for Services provided under the Advantage Program.
b. **"Advantage Program"** means either Advantage Program, as described at www.esri.com/services/eeap/components, or the Advantage Program for Partners, as described at www.esri.com/partners/bpap/components.
c. **"Authorized Contact"** means Customer's point of contact for the Advantage Program identified below.
d. **"Learning and Services Credits"** means a contracted unit of exchange that Customer may use to acquire Professional Services, Training, PSS, Esri Managed Cloud Services, or related travel expenses as described below.
e. **"Premium Support Services"** or **"PSS"** means a prioritized incident management and technical support program further described at https://support.esri.com/en/support/premium.
f. **"Advisor"** means an Esri consultant assigned to work with Customer to provide Professional Services such as advising Customer on GIS strategies, facilitating annual planning, and developing and coordinating a collaborative work plan under the Advantage Program.

8.2 Advantage Program Description. The Advantage Program is provided on an order-by-order, annual subscription basis and provides strategy and planning support in addition to a menu of items including Professional Services, Training, PSS, and Esri Managed Cloud Services that Customer can select to best meet its needs with guidance from Advisor. The Advantage Program may change from time to time. The Advantage Program includes the following:

a. **Advisor.** Customer will receive up to the number of Advisor hours ordered. Customer may elect to retain additional Advisor hours for a supplemental price.
b. **Annual Planning Meeting.** A 1-day annual planning meeting is included.
c. **Work Plan.** A collaboratively developed document is designed to drive the program's implementation through definition of Customer's GIS vision, goals, and objectives.
d. **Learning and Services Credits.** Customer will receive the number of Learning and Services Credits ordered. Customer may use the credits toward any combination of Professional Services, Training, PSS, Esri Managed Cloud Services, or related travel expenses. Customer may order, for an additional price, additional Learning and Services Credits. Learning and Services Credits may be exchanged as described at the applicable Advantage Program website. Esri will provide a monthly report outlining usage of Learning and Services Credits to date to the Authorized Contact.
e. **Technology Webcasts.** Esri will provide an email invitation to the Authorized Contact for webcasts presenting business and technical information related to enterprise GIS.
f. **No Project Services.** The Advantage Program is not designed for Esri to provide project-specific Professional Services such as custom application or database development for solutions or applications. Esri will not provide these types of Professional Services under the Advantage Program and does not warrant that Deliverables provided under an Advantage Program will comply with Specifications.

8.3 Authorized Contact Information. Customer identifies the following person as its initial Authorized Contact.

(to be completed by Customer):

Contact Name: _____
Address: _____
City, State, ZIP: _____
_____
Email: _____
Telephone: _____
Fax: _____

8.4 Current on Maintenance. Customer must remain current on standard Software Maintenance during the Advantage Program term.

8.5 Authorization of Learning and Services Credits Use. Customer will contact its account manager or Advisor to consume Learning and Services Credits for a particular request. Esri will submit an Activity Description by email to Customer for confirmation and authorization to use Learning and Services Credits. Customer may authorize the consumption of Learning and Services Credits by submitting an email. Esri will begin work and deduct the estimated credit amount stated in the Activity Description from the unused Learning and Services Credits available.

8.6 Activity Descriptions for Esri Managed Cloud Services. The Activity Description for Esri Managed Cloud Services orders must include the following:

a. **The Esri Managed Cloud Services Term.** The time period in which Esri provides the Esri Managed Cloud Services to Customer. The Esri Managed Cloud Services term does not begin until setup and deployment of the data and application are complete.
b. **Targeted System Availability.** The minimum percentage of time that Customer has external access to the application and associated Customer Content through the Internet. Examples of supported levels of system availability are 95 percent, 99 percent, and 99.9 percent. Not all Esri Managed Cloud Services offerings include a Targeted System Availability.
c. **Number of Anticipated Requests.** A The number of requests made by an end user through a client (e.g., desktop computer, web application, mobile device) and sent to a server(s) that is set up in the Esri Managed Cloud Services Environment by Esri and performs computational tasks on behalf of the end user. An example of a common request used in a GIS is a map request. A map request is made every time a user pans, zooms, or queries a map service.
d. **Amount of Data Storage.** The storage capacity required to retain digital data, which is to be used and consumed in Customer GIS applications or Cloud Services.
e. **Learning and Services Credits Consumption.** The price for the Esri Managed Cloud Services in Learning and Services Credits.

The Data storage location may be defined in the Activity Description.

8.7 Travel and Per Diem Expenses. Any Esri travel and per diem expenses will be quoted separately. Travel expenses will include a 15 percent burden, and meal per diem will be determined in accordance with the full daily limits specified on the government Defense Travel website at https://www.defensetravel.dod.mil/site/perdiemCalc.cfm. Customer will use Learning and Services Credits for travel and per diem expenses.

8.8 Notification of Consumed Credits. Esri will notify Customer if the authorized Learning and Services Credits are consumed prior to completion of the requested work. Customer may elect to direct the use of additional Learning and Services Credits, if available; procure additional Learning and Services Credits; or notify Esri to stop work on such requested work. Esri reserves the right to stop work if Customer has consumed all its Learning and Services Credits.

8.9 Review of Proposed Activities. Any activities proposed to be completed under the Advantage Program will be subject to Esri's review and approval to ensure alignment with the intent of the program.

8.10 Invoicing.

a. Esri shall invoice Customer as quoted for the Advantage Program subscription, additional Learning and Services Credits, or Advisor services upon receipt of Customer's order. Subsequently, Esri will invoice annually at least 30 days in advance of the Advantage Program subscription expiration date. Esri will extend the Advantage Program subscription for a subsequent annual term upon receipt of Customer's payment of the renewal invoice. Esri will invoice fees for additional Learning and Services Credits or Advisor services upon receipt of Customer's order.
b. Pricing for program renewals and new or additional Services will be in accordance with Esri's standard pricing at the time of purchase or renewal.

8.11 Termination and Expiration. Upon termination or expiration of an Advantage Program subscription:

a. Services will end as of the expiration or termination date stated; and
b. Unless either party terminates the Advantage Program subscription for cause, Customer may apply any unused Learning and Services Credits toward any Professional Services, Training, PSS, or related travel expenses that are scheduled as of the termination or expiration date, provided that the Learning and Services Credits are used within 3 months after the termination or expiration date. Any other unused Learning and Services Credits will expire 30 days after the expiration or termination date; if Customer renews the Advantage Program subscription within this time period, any unused Learning and Services Credits will remain valid for up to 2 years from the purchase date or termination of this Agreement, whichever comes first.

ATTACHMENT A
GLOSSARY OF TERMS

The following glossary of terms applies to all Esri Offerings and Services that Esri may provide to its customers. Certain Esri Offerings or Services may not be within the scope of this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

"Affiliate" means any entity that directly or indirectly (i) Controls; (ii) is Controlled by; or (iii) is under common Control with a party, where "Control" means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

"API" means application programming interface.

"ArcGIS Website" means www.arcgis.com and any related or successor websites.

"Authorization Code(s)" means any key, authorization number, enablement code, login credential, activation code, token, user name and password, or other mechanism required for use of Esri Offerings.

"Beta" means any alpha, beta, or other prerelease version of a Product.

"Cloud Services" means Online Services and Esri Managed Cloud Services.

"Content" means data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, graphics components, icons, software, and other resources used in connection with Esri Offerings and Services.

"Control" means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

"Customer Content" means any Content that Customer provides, uses, or develops in connection with Customer's use of Esri Offerings or Services, including Value-Added Applications. Customer Content excludes any feedback, suggestions, or requests for improvements that Customer provides to Esri.

"Data" means any commercially available digital dataset(s) including, but not limited to, geographic vector data, raster data reports, or associated tabular attributes that Esri bundles with other Esri Offerings or delivers independently.

"Deliverables" means anything that Esri delivers to Customer as a result of performance of Professional Services.

"Documentation" means all user reference documentation that Esri provides with a Deliverable or an Esri Offering.

"Esri Managed Cloud Services" means a Customer-specific cloud infrastructure, Software, Data, and network platform that Esri hosts, manages, and makes available to Customer or Customer's end users via the Internet.

"Esri Offering(s)" means any Product or Documentation. If Esri provides Training or Professional Services directly to Customer, then Esri Offerings also include Deliverables and Training Materials. Esri Offerings exclude Services and Third-Party Content.

"GIS" means geographic information system.

"Maintenance" means a subscription program that Esri provides and that entitles Customer to Product updates and other benefits such as access to technical support and self-paced, web-based learning resources.

“Malicious Code” means software viruses; worms; time bombs; Trojan horses; or any other computer code, files, denial of service, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.

“Online Services” means any commercially available, Internet-based geospatial system that Esri provides, including applications and associated APIs for storing, managing, publishing, and using maps, data, and other information. Online Services exclude Data and Content.

“Ordering Document(s)” means a sales quotation, Maintenance renewal quote, purchase order, proposal, Task Order, or other document identifying Esri Offerings, updates, or Services that Customer orders.

“Perpetual License” means a license to use a version of the Esri Offering for which applicable license fees have been paid, indefinitely, unless terminated by Esri or Customer as authorized under this Agreement.

“Product(s)” means Software, Data, and Online Services.

“Professional Services” means any development or consulting services that Esri provides to Customer.

“Sample(s)” means sample code, sample applications, add-ons, or sample extensions of Products.

“Service(s)” means Maintenance. If Esri provides Esri Managed Cloud Services, Training, or Professional Services directly to Customer, then Services also include Esri Managed Cloud Services, Training, and Professional Services.

“Software” means any proprietary commercial off-the-shelf software, excluding Data, accessed or downloaded from an Esri-authorized website or that Esri delivers on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.

“Specification(s)” means (i) the Documentation for Software and Online Services, (ii) the scope of work set forth in any Task Order, or (iii) Esri’s published course descriptions for Training.

“Subscription” means a license for use of an Esri Offering for a limited time period or a right to receive Services for a limited time period.

“Task Order(s)” means an Ordering Document for Services.

“Term License” means a license for use of an Esri Offering for a limited time period (“**Term**”).

“Third-Party Content” means any Content that Customer may obtain from a third-party website or that persons other than Esri employees, suppliers, or contractors may directly contribute to Esri’s website.

“Training” means (i) Product training or (ii) related training that Esri provides under this Agreement.

“Training Materials” means digital or printed Content required to complete Training, which may include, but is not limited to, workbooks, data, concepts, exercises, assessments, and exams.

“Value-Added Application(s)” means an application developed by Customer for use in conjunction with the authorized use of any Software, Data, or Online Services.

ATTACHMENT B
GENERAL TERMS AND CONDITIONS

The following general terms and conditions apply to all Esri Offerings and Services that Esri may offer to its customers. Certain Esri Offerings or Services may not be available under this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

ARTICLE B.1—GENERAL USE RESTRICTIONS

Except as expressly permitted in this Agreement, Customer will not

a. Sell, rent, lease, sublicense, distribute, lend, time-share, or assign Services or Esri Offerings;
b. Distribute or provide direct access to Services or Esri Offerings to third parties, in whole or in part, including, but not limited to, extensions, components, or Dynamic Link Libraries;
c. Distribute Authorization Codes to third parties;
d. Reverse engineer, decompile, or disassemble any Product or Deliverable delivered in compiled form;
e. Make any attempt to circumvent the technological measure(s) that controls access to or use of Esri Offerings;
f. Store, cache, use, upload, distribute, or sublicense Content or otherwise use Esri Offerings in violation of Esri's or a third-party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, export laws, or any other applicable law or regulation;
g. Remove or obscure any Esri or its licensors' patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to any Esri Offerings, output, metadata file, or online or hard-copy attribution page of any Data or Documentation;
h. Unbundle or independently use individual or component parts of Esri Offerings;
i. Incorporate any portion of Esri Offerings into a product or service for third-party use that competes with the Esri Offerings;
j. Publish or in any other way communicate the results of benchmark tests run on Beta Products without the prior written permission of Esri and its licensors; or
k. Use, incorporate, modify, distribute, provide access to, or combine any Esri Offerings in a manner that would subject any Esri Offering to open-source or open-database license terms (e.g. GPL) that require any part of the Esri Offering to be subject to additional terms, for example

    1. Disclosed in source code form to third parties;
    2. Licensed to third parties for the purpose of making derivative works; or
    3. Redistributable to third parties at no charge; or

l. Generate revenue by providing access to Software or Online Services through a Value-Added Application.

These restrictions will not apply to the extent that they conflict with applicable law or regulation.

ARTICLE B.2—TERM AND TERMINATION

B.2.1 Customer may terminate this Agreement or any Esri Offerings license or subscription at any time upon written notice to Esri. Termination without cause does not entitle Customer to receive any refund of fees paid. Any right to terminate pending Services engagements for convenience is set forth in the applicable section in the body of this Agreement. Either party may terminate this Agreement or any license or subscription for a material breach that is not cured within 30 days of written notice to the breaching party. Upon any termination of this Agreement for breach, Esri will stop providing Services. Any licenses in Esri Offerings that survive termination of this Agreement continue under the terms of this Agreement.

B.2.2 If Esri terminates this Agreement following Customer's breach, then Esri may also, at its election, terminate Customer's licenses or subscriptions to Esri Offerings. If Customer terminates this Agreement for cause or convenience, then Customer may, at its election, also terminate Customer's licenses or subscriptions to Esri Offerings.

B.2.3 Upon any termination or expiration of a license or subscription, Customer will

a. Stop accessing and using the terminated or expired Esri Offerings;
b. Clear any client-side data cache derived from the terminated or expired Cloud Services; and
c. Stop using and uninstall, remove, and destroy all copies of the terminated or expired Esri Offerings in Customer's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Esri or its authorized distributor.

Esri may stop performing Services immediately upon written notice to Customer if a bankruptcy or insolvency proceeding is commenced by or against Customer until the trustee cures any existing defaults and provides adequate assurance of future performance under this Agreement. This Agreement terminates upon the insolvency, liquidation, or dissolution of either party.

ARTICLE B.3—LIMITED WARRANTIES AND DISCLAIMERS

B.3.1 Limited Warranties. Except as disclaimed below, Esri warrants to Customer that (i) Products and Training will substantially comply with the applicable Specifications and (ii) Services will substantially conform to the professional and technical standards of the industry. The warranty period for Esri Offerings offered under a Perpetual License and for Services runs for 90 days from the date of delivery or from the date of acceptance if this Agreement provides an acceptance period. The warranty period for Esri Offerings offered under a subscription or Term License basis runs for the lesser of (i) the duration of the subscription or term or (ii) 90 days from delivery or acceptance if this Agreement provides an acceptance period.

B.3.2 Special Disclaimer. Third-Party Content; Data; Samples; hot fixes; patches; updates; Online Services provided at no charge; and trial, evaluation, and Beta Products are delivered "as is" and without warranty of any kind.

B.3.3 General Disclaimer. Except for the express limited warranties set forth in this Agreement, Esri disclaims all other warranties or conditions of any kind, whether express or implied, including, but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, and noninfringement of intellectual property rights. Esri is not responsible for any nonconformities with Specifications or loss, deletion, modification, or disclosure of Customer Content caused by Customer's modification of any Esri Offering other than as specified in the Documentation. Esri does not warrant that Esri Offerings, or Customer's operation of the same, will be uninterrupted, error free, fault tolerant, or fail-safe or that all nonconformities can or will be corrected, or will result in Customer's compliance with any applicable law. Esri Offerings are not designed, manufactured, or intended for use in environments or applications that may lead to death, personal injury, or physical property or environmental damage. Customer should not follow any navigational route suggestions that appear to be hazardous, unsafe, or illegal. Any such uses will be at Customer's own risk and cost.

B.3.4 Disclaimers.

a. Internet Disclaimer. Neither party will be liable for damages under any theory of law related to the performance or discontinuance of operation of the Internet or to regulation of the Internet that might restrict or prohibit the operation of Cloud Services.
b. Third-Party Websites; Third-Party Content. Esri is not responsible for any third-party website or Third-Party Content that appears in or is referenced by Esri Offerings or Esri websites, including www.esri.com, developers.arcgis.com, livingatlas.arcgis.com and www.arcgis.com. Providing links to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.
c. Artificial Intelligence (AI)/Machine Learning (ML) Disclaimer. As specified in the Documentation, certain Esri Offerings may integrate third-party AI/ML software libraries and third-party or Esri created pre-trained AI/ML models for various tasks including, but not limited to, object detection, image obfuscation, image classification, or text or speech recognition. Customer may use these capabilities at its option and such AI/ML capabilities are delivered "as is" and without warranty of any kind. In certain cases, the Esri Offering may provide Customers the ability to configure their own custom

AI/ML models to meet Customer's unique requirements, which except for the express warranties contained in this Agreement, shall be at Customer's own risk.

B.3.5 Exclusive Remedy. Customer's exclusive remedy and Esri's entire liability for breach of the limited warranties in this section will be to replace any defective media and to (i) repair, correct, or provide a workaround for the applicable Esri Offering or Services or (ii) at Esri's election, terminate Customer's right to use and refund the fees paid for Esri Offerings or Services that do not meet Esri's limited warranties.

ARTICLE B.4—LIMITATION OF LIABILITY

B.4.1 Disclaimer of Liability.

(a) Neither Customer, Esri, nor any Esri authorized distributor or third-party licensor will be liable for any indirect, special, incidental, or consequential damages; lost profits; lost sales; loss of goodwill; or costs of procurement of substitute goods or services.
(b) Neither Customer, Esri nor any Esri authorized distributor or third-party licensor will be liable for any direct damages exceeding the applicable license fees, or current subscription fees, or Services fees paid or owed to Esri during the twelve (12) month period prior to the date upon which the related claim arose.

B.4.2 The limitations and exclusions of liability in the preceding paragraph do not apply to Customer's infringement, misuse, or misappropriation of Esri's or Esri's licensors' intellectual property rights, either party's indemnification obligations, gross negligence, willful misconduct, or violations of the Export Compliance clause of this Agreement.

B.4.3 Applicability of Disclaimers and Limitations. Esri or its authorized distributor has set its fees and entered into this Agreement in reliance on the disclaimers and limitations in this Agreement; the fees reflect an allocation of risk that is an essential basis of the bargain between the parties. **These limitations will apply whether or not a party is aware of the possibility of any damage and notwithstanding any failure of essential purpose of any exclusive, limited remedy.**

B.4.4 The foregoing disclaimers, limitations, and exclusions may be invalid in some jurisdictions and apply only to the extent permitted by applicable law or regulation in Customer's jurisdiction. Customer may have additional rights that may not be waived or disclaimed. Esri does not seek to limit Customer's warranty or remedies to any extent not permitted by law.

ARTICLE B.5—INDEMNIFICATIONS

B.5.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

a. **"Claim"** means any claim, action, or demand by a third party.
b. **"Indemnitees"** means Customer and its directors, officers, and employees.
c. **"Infringement Claim(s)"** means any Claim alleging that Customer's use of or access to any Esri Offering or Service infringes a patent, copyright, trademark, or trade secret.
d. **"Loss(es)"** means expenditure, damage award, settlement amount, cost, or expense, including awarded attorneys' fees.

B.5.2 Infringement Indemnity.

a. Esri will defend, hold all Indemnitees harmless from, and indemnify any Loss arising out of an Infringement Claim.
b. If Esri determines that an Infringement Claim is valid, Esri may, at its expense, either (i) obtain rights for Customer to continue using the Esri Offerings or Services or (ii) modify the Esri Offerings or Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, Esri may terminate Customer's right to use the Esri Offerings or Services and will refund any (a) license fees that Customer paid for the infringing Esri Offerings or Services acquired under a Perpetual License, prorated on a 5-year, straight-line depreciation basis beginning from the initial date of delivery or (b) unused portion of fees paid for Term Licenses, subscriptions, and Maintenance.

c. Esri has no obligation to defend an Infringement Claim or to indemnify Customer to the extent the Infringement Claim arises out of (i) the combination or integration of Esri Offerings or Services with a product, process, system, or element that Esri has not supplied or specified in the Specification; (ii) alteration of Esri Offerings or Services by anyone other than Esri or its subcontractors; (iii) compliance with Customer's specifications; or (iv) use of Esri Offerings or Services after Esri either provides a modified version to avoid infringement or terminates Customer's right to use the Esri Offerings or Services.

B.5.3 General Indemnity. Esri will defend and hold all Indemnitees harmless from, and indemnify any Loss arising out of, any Claim for bodily injury, death, or tangible or real property damage brought against any of the Indemnitees to the extent arising from any negligent act or omission or willful misconduct by Esri or its directors, officers, employees, or agents performing Services while on Customer's site.

B.5.4 Conditions for Indemnification. As conditions for indemnification, Indemnitee will (i) promptly notify Esri in writing of the Claim, (ii) provide all available documents describing the Claim, (iii) give Esri sole control of the defense of any action and negotiation related to the defense or settlement of any Claim, and (iv) reasonably cooperate in the defense of the Claim at Esri's request and expense.

B.5.5 This section sets forth the entire obligation of Esri, its authorized distributor, and its third party licensors regarding any Claim for which Esri must indemnify Customer.

ARTICLE B.6—INSURANCE

If Esri is providing Services, Esri will carry, at a minimum, the following coverage:

a. Comprehensive general liability or commercial general liability with a minimum coverage of $1,000,000.00 (US dollars) combined single limit per occurrence for bodily injury, including death, and property damage liability to include the following:

    1. Premises and operations;
    2. Blanket contractual liability;
    3. Broad form property damage;
    4. Independent contractors;
    5. Personal injury, with employee exclusion deleted; and
    6. Completed operations.

b. Workers' compensation insurance, with waiver of subrogation, in an amount that complies with statutory limits.

ARTICLE B.7—SECURITY AND COMPLIANCE

B.7.1 Security. Esri publishes its security capabilities at https://trust.arcgis.com. Customer may give Esri personnel access to Customer systems or to Customer or third-party personal information, controlled information, or sensitive data if access is essential for Esri's performance of Services and if Esri expressly agrees to such access. Esri will use reasonable administrative, technical, and physical safeguards to protect such data and guard against unauthorized access. Customer bears responsibility to (i) confirm that Esri's published security and privacy controls meet all applicable legal requirements for protection of Customer Content and (ii) upload or share Customer Content through Cloud Services only when it is legal to do so. Esri is not responsible to review Customer Content to ensure compliance with applicable laws and regulations. Customer must contact Esri at securesupport@esri.com for further instruction before providing any Customer Content that requires security measures other than Esri's published security capabilities.

B.7.2 Malicious Code. Esri will use commercially reasonable efforts to ensure that Esri Offerings will not transmit any Malicious Code to Customer. Esri is not responsible for Malicious Code that Customer introduces to Esri Offerings or that is introduced through Third-Party Content.

B.7.3 Export Compliance. Each party will comply with all applicable export and trade sanctions laws and regulations, including the US Department of Commerce's Export Administration Regulations (EAR), the US Department of State's International Traffic in Arms Regulations (ITAR), the US Department of Treasury, Office of Foreign Assets Control (OFAC) Regulations, and other applicable export laws. Customer will not export, reexport,

transfer, release, or otherwise dispose of, in whole or in part, or permit access to or transfer or use of Services or Esri Offerings to any United States embargoed countries currently including Iran, Syria, North Korea, Cuba, Russia, Belarus, Crimea region of Ukraine, the Donetsk People's Republic (DNR) and Luhansk People's Republic (LNR), or denied entities or persons except in accordance with all then-current applicable US government export laws and regulations. Customer will not export, reexport, transfer, or use Services or Esri Offerings for certain missile, nuclear, chemical, or biological activities or end uses without proper authorization from the US government. Customer shall immediately notify Esri in writing if any US government entity or agency denies, suspends, or revokes Customer's export privileges. Customer will not upload, store, or process in Cloud Services any Customer Content that (i) has an Export Control Classification Number (ECCN) other than EAR99 or (ii) is controlled for export from the United States under ITAR or (iii) is subject to the EAR where the cloud host is on the US government's Specially Designated Nationals List, Denied Entity List, Unverified List or Denied Parties List or any other US government restricted list. Customer will notify Esri in advance if Esri's performance of any Services or provision of any Esri Offerings is related to any defense article, defense service, or technical data, as defined under the ITAR Sections 120.31, 120.32, and 120.33, respectively; Esri will not perform any such Services or provide any such Esri Offerings until Esri obtains any necessary export license from the US government. Customer will reasonably assist Esri in applying for and obtaining an export license if needed.

B.7.4 Privacy. Esri will process personal data according to the terms of the Data Processing Addendum available at https://www.esri.com/en-us/privacy/overview.

ARTICLE B.8—CLOUD SERVICES

B.8.1 Prohibited Uses. Customer shall not provide Customer Content or otherwise access or use Cloud Services in a manner that

a. Creates or transmits spam, spoofings, or phishing email or offensive, hate-related or defamatory material; or stalks or makes threats of physical harm;
b. Stores or transmits any Malicious Code;
c. Violates any law or regulation;
d. Infringes or misappropriates the rights of any third party;
e. Probes, scans, or tests the vulnerability of Cloud Services or breach any security or authentication measures used by Cloud Services without written approval from Esri's Product Security Officer; or
f. Benchmarks the availability, performance, or functionality of Cloud Services.

B.8.2 Service Interruption. System failures or other events beyond Esri's reasonable control may interrupt Customer's access to Cloud Services. Esri may not be able to provide advance notice of such interruptions.

B.8.3 Customer Content.

a. Customer grants Esri and its subcontractors a nonexclusive, nontransferable, worldwide right to host, run, modify, and reproduce Customer Content as needed to provide Cloud Services to Customer. Esri will not access, use, or disclose Customer Content without Customer's written permission except as reasonably necessary to support Customer's use of Cloud Services. Except for the limited rights granted to Esri under this Agreement, Customer retains all its rights, title, and interest in the Customer Content.
b. If Customer accesses Cloud Services with an application provided by a third party, Esri may disclose Customer Content to such third party as necessary to enable interoperation between the application, Cloud Services, and Customer Content.
c. Esri may disclose Customer Content if required to do so by law or regulation or by order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure.
d. When Customer's use of Cloud Services ends, Esri will either

    1. Make Customer Content available to Customer for download for a period of 30 days unless Customer requests a shorter window of availability or Esri is legally prohibited from doing so; or
    2. Download all Customer Content in Esri's possession to a medium of Customer's choosing and deliver such Customer Content to Customer.

Esri will have no further obligations to store or return Customer Content at the conclusion of the Cloud Services.

B.8.4 Removal of Customer Content. Esri may remove or delete Customer Content if there is reason to believe that uploading Customer Content to or using it with Cloud Services materially violates this Agreement. If reasonable under these circumstances, Esri will notify Customer before removing Customer Content. Esri will respond to any Digital Millennium Copyright Act takedown notices in accordance with Esri's copyright policy, available at www.esri.com/legal/dmca_policy.

B.8.5 Service Suspension. Esri may suspend access to Cloud Services (i) if Customer materially breaches this Agreement and fails to timely cure the breach; (ii) if Esri reasonably believes that Customer's use of Cloud Services will subject Esri to immediate liability or adversely affect the integrity, functionality, or usability of the Cloud Services; (iii) for scheduled maintenance; (iv) to enjoin a threat or attack on Cloud Services; or (v) if Cloud Services become prohibited by law or regulated to a degree that continuing to provide them would impose a commercial hardship. When feasible, Esri will notify Customer of any Cloud Services suspension beforehand and give Customer reasonable opportunity to take remedial action.

Esri is not responsible for any damages, liabilities, or losses that may result from any interruption or suspension of Cloud Services or removal of Customer Content as described above.

B.8.6 Notice to Esri. Customer will promptly notify Esri if Customer becomes aware of any unauthorized use of Customer's subscription or any other breach of security regarding Cloud Services.

ARTICLE B.9—GENERAL PROVISIONS

B.9.1 Payment. Customer will pay each correct invoice no later than 30 days after receipt and will remit payment to the address stated on the invoice. Customers outside the United States will pay the authorized distributor's invoices in accordance with the authorized distributor's payment terms.

B.9.2 Feedback. Esri may freely use any feedback, suggestions, or requests for Product improvement that Customer provides to Esri.

B.9.3 Patents. Customer may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Products. This express prohibition on patenting will not apply to Customer's software and technology except to the extent that Products, or any portion thereof, are part of any claim or preferred embodiment in a patent application or a similar application.

B.9.4 Reserved.

B.9.5 Taxes and Fees; Shipping Charges. Pricing of Esri Offerings and Services that Esri quotes to Customer is exclusive of any and all applicable taxes or fees including, but not limited to, sales tax, use tax, or value-added tax (VAT); customs, duties, or tariffs; shipping and handling charges; and vendor enrollment fees. Esri will add any fees that it is required to pay to the total amount of its invoice to Customer. Esri may include estimated taxes and shipping and handling charges in its quotations but may adjust these fees on invoicing. For Customers outside the United States, the authorized distributor may quote taxes or fees in accordance with its own policies.

B.9.6 Compliance Review. Customer will keep accurate and complete records and accounts pertaining to its compliance with its obligations under this Agreement. Esri or its authorized distributor may conduct a compliance review of these records and accounts with no less than 14 business days' written notice or may appoint an independent third party to conduct such a compliance review on its behalf. Customer will promptly correct any noncompliance identified during the compliance review. Neither Esri nor Esri's authorized distributor may conduct a compliance review of Customer within 12 months after the conclusion of any prior compliance review that does not reveal any material Customer noncompliance.

B.9.7 No Implied Waivers. The failure of either party to enforce any provision of this Agreement is not a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

B.9.8 Severability. If any provision of this Agreement is held to be unenforceable for any reason, (i) such provision will be reformed only to the extent necessary to make the intent of the language enforceable, and (ii) all other provisions of this Agreement will remain in effect.

B.9.9 Successor and Assigns. Customer will not assign, sublicense, or transfer Customer's rights or delegate Customer's obligations under this Agreement without Esri's and its authorized distributor's prior written consent, and any attempt to do so without consent will be void. This Agreement will be binding on the respective successors and assigns of the parties to this Agreement. Notwithstanding, a contractor under contract to the government to deliver Products may assign this Agreement and Products acquired for delivery to its government customer upon written notice to Esri, provided the government customer assents to the terms of this Agreement. Upon mutual agreement, Esri's Affiliates may provide Services under the terms of this Agreement; in such cases, the Ordering Documents will identify the Affiliate as the party that provides the Services. Esri's authorized distributors are not Affiliates of Esri.

B.9.10 Survival of Terms. The Glossary of Terms and provisions of the following Articles of these General Terms and Conditions will survive the expiration or termination of this Agreement: "Limited Warranties and Disclaimers," "Limitation of Liability," "Indemnifications," and "General Provisions."

B.9.11 US Government Customer. The Products are commercial items, developed at private expense, provided to Customer under this Agreement. If Customer is a US government entity or US government contractor, Esri licenses or provides subscriptions to Customer in accordance with this Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Esri Data and Online Services are licensed or subscribed under the same DFARS Subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. Products are subject to restrictions, and this Agreement strictly governs Customer's use, modification, performance, reproduction, release, display, or disclosure of Products. Agreement provisions that are inconsistent with federal law regulation will not apply. A US government Customer may transfer Software to any of its facilities to which it transfers the computer(s) on which it has installed such Software. If any court, arbitrator, or board holds that a US government Customer has greater rights to any portion of Products under applicable public procurement law, such rights will extend only to the portions affected.

B.9.12 Governing Law. This Agreement is not subject to the United Nations Convention on Contracts for the International Sale of Goods.

a. **Government Entities.** If Customer is a government entity, the applicable laws of Customer's jurisdiction govern this Agreement.
b. **Nongovernment Entities.** US federal law and the law of the State of California exclusively govern this Agreement, excluding their respective choice of law principles.

B.9.13 Dispute Resolution. The parties will use the following dispute resolution processes:

a. **Equitable Relief.** Either party will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.
b. **US Government Agencies.** This Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601–613).
c. **Other Government Entities.** Esri will comply with mandatory dispute resolutions under applicable law.
d. **Arbitration.** Except as noted above, the parties will submit to binding arbitration to resolve any dispute arising out of or relating to this Agreement that cannot be settled through negotiation. If Customer is in the United States or one of its territories or outlying areas, the Commercial Arbitration Rules of the American Arbitration Association will govern the arbitration proceedings. If Customer is outside the United States, the Rules of Arbitration of the International Chamber of Commerce will govern the proceedings. The parties will select a single arbitrator in accordance with the applicable arbitration rules. The language of the arbitration will be English. Arbitration will be at an agreed-upon location. Either party will, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.

B.9.14 Force Majeure. A party will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond the party's reasonable control. Such causes may

include, but are not limited to, acts of God, war, strikes, labor disputes, cyber attacks, laws, regulations, government orders, or any other force majeure event.

B.9.15 Independent Contractor. Esri is and at all times will be an independent contractor. Nothing in this Agreement creates an employer/employee, principal/agent, or joint venture relationship between Esri or its authorized distributor and Customer. No party has any authority to enter into contracts on behalf of another party or otherwise act on behalf of another party.

B.9.16 Notice. Customer may send notices required under this Agreement to Esri at the following address:

Environmental Systems Research Institute, Inc.
Attn.: Contracts and Legal Department
380 New York Street
Redlands, CA 92373-8100
USA
Tel.: 909-793-2853
Email: LegalNotices@esri.com

ATTACHMENT C
SAMPLE TASK ORDER
Esri Agreement No. _____
Task Order No. _____

In accordance with the terms and conditions of the above-referenced Agreement between Environmental Systems Research Institute, Inc. (**"Esri"**), and _____ (**"Customer"**), _____ ("Customer Address"), this Task Order authorizes preparation and provision of the Deliverables described and in accordance with the terms, schedule, and start/end date(s) specified below.

1. Scope of Work: [*As applicable, specifically identify and describe Deliverables including custom code, map data, technical data (including technical assistance), and the resources to be provided by Customer (including Customer-supplied personnel, software, hardware, and digital or hard-copy data) and place of delivery and location where technical assistance will be provided.]*

   In addition to the foregoing, Customer agrees that its employees, representatives, and subcontractors will cooperate and communicate with Esri during performance of this Task Order. Without cost to Esri, Customer shall provide, allow access to, or assist Esri in obtaining all data Esri requests for performance of this Task Order, including, but not limited to, (1) copies of previously prepared reports, maps, plans, surveys, records, and other documents in the control or possession of Customer and (2) copies of ordinances, codes, regulations, or other governmental documents.

2. Contract Type: *[Firm Fixed Price (FFP) or Time and Materials (T&M)]*:

3. Total Task Order Value (if FFP) or Not-to-Exceed Value (if T&M):

4. Customer Address for the Receipt of Esri Invoices:

5. Delivery Schedule or Start/End Date(s) for Each Deliverable:

6. Special Considerations:

7. Esri Project Manager: [*insert name, telephone, and email address*]
   Esri Contract Specialist: [*insert name, telephone, and email address*]
   Customer Project Manager: [*insert name, telephone, and email address*]
   Customer Contract Contact: [*insert name, telephone, and email address*]
   Customer Accounts Payable Contact: [*insert name, telephone, and email address*]

ACCEPTED AND AGREED:

[sample only—do not sign] _____	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
(Customer)	(Esri)
Signature: *[sample only—do not sign]* _____	Signature: *[sample only—do not sign]* _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Product-Specific Terms of Use

The following list identifies additional terms of use that apply to specific Products. Each Product listing identifies one or more footnotes that apply to that Product. These footnotes supplement the terms of this Agreement. The definitions for each footnote follow the list. Unless otherwise noted in the applicable Ordering Document, extensions to a Product follow the same scope of use as that granted for the corresponding Product. Retired Products are subject to the Product-Specific Terms of Use in effect at the time of such Product's retirement date. If Customer's signed Master Agreement does not include Named User License terms of use, the Named User License terms of use found in Sections 2.5 and 2.6 of the Master Agreement found at https://www.esri.com/en-us/legal/terms/full-master-agreement shall apply. In addition to the definitions within the Master Agreement, the following definitions will apply to the Product-Specific Terms of Use:

- "Authentication" means using any Esri provided mechanism that enables access to ArcGIS Location Platform. See Security and Authentication Documentation (https://developers.arcgis.com/documentation/mapping-apis-and-services/security/) for current list of Authentication mechanisms).

Desktop Products
- ArcGIS Earth (20; 65)
- ArcGIS Explorer Desktop (20)
- ArcGIS for AutoCAD (20)
- ArcReader (20)
- ArcGIS for Personal Use (3)
- ArcGIS Pro
  - Advanced (7; 8; 82)
  - Standard (7; 82)
  - Basic (7; 82)

Server Products
- ArcGIS Enterprise
  - Standard or Advanced (17; 23; 31; 82)
  - Workgroup Standard or Advanced (23; 28; 29; 30; 82)
  - ArcGIS GIS Server (Standard or Advanced) (31)
  - ArcGIS GIS Server Basic (31; 39)
  - ArcGIS GIS Server Workgroup (Standard or Advanced) (28; 29; 30)
  - ArcGIS GIS Server Workgroup Basic (39)
  - ArcGIS Maritime (2)
- ArcGIS Enterprise Optional Capability Servers:
  - ArcGIS Image Server, ArcGIS GeoEvent Server, ArcGIS GeoAnalytics Server, ArcGIS Notebook Server Standard, ArcGIS Mission Server, ArcGIS Workflow Manager Server (Advanced or Standard) (31)
  - ArcGIS Knowledge Server (9; 31)
- ArcGIS Enterprise Workgroup Optional Capability Servers:
  - ArcGIS Image Server, ArcGIS GeoEvent Server, ArcGIS GeoAnalytics Server, ArcGIS Notebook Server Standard, ArcGIS Mission Server, and ArcGIS Workflow Manager Server (Advanced or Standard) (4)
- ArcGIS Business Analyst Enterprise (17; 23; 31; 82)
- ArcGIS World Geocoder Basic (67)

Developer Products
- ArcGIS Developer Subscription
  - All Plans (16; 66; 68; 78; 89; 97; 103; 109)
  - Builder, Professional, Premium, or Enterprise Plans (24; 77; 92)
  - Essentials Plan (90)
- ArcGIS Developer Bundle (16; 24; 77)
- ArcGIS Location Platform (5; 16; 66; 78; 82; 89; 90; 97; 103; 109)
- ArcGIS AppStudio Developer Edition (11; 16; 19)
- ArcGIS Engine Developer Kit and Extensions (16; 19; 22)

- Developer APIs and SDKs
  - ArcGIS Runtime SDK for Android, iOS, Java, macOS, .NET, or Qt (16; 19)
  - ArcGIS API for JavaScript (16; 63; 64)
  - ArcGIS CityEngine SDK and Procedural Runtime (19; 105)
  - ArcGIS Maps SDK for Unity, or Unreal Engine (16; 62; 64)
  - ArcGIS Maps SDK for Java, Kotlin, .NET, Qt, Swift, or Flutter (16;19)
  - ArcGIS Maps SDK for JavaScript (16; 63; 64)
- ArcGIS Runtime Deployment License for Android, iOS, Java, Kotlin, macOS, .NET, Qt, or Swift
  - Lite (15; 62; 64)
  - Basic or Standard (1; 15; 18)
  - Advanced (15; 18)
- ArcGIS Engine Deployment License for Windows/Linux and Extensions (15; 22)
- Esri File Geodatabase API (47)

Mobile
- ArcGIS Navigator (6)

Other
- ArcGIS Hub (85)
- ArcGIS Indoors (86)
- ArcGIS Indoors Maps (99; 100; 101)
- ArcGIS Indoors Spaces (100; 101)
- ArcGIS IPS (99; 100)
- ArcGIS Insights (17)
- ArcGIS StreetMap Premium (6)
  - ArcGIS StreetMap Premium Custom Roads
  - ArcGIS StreetMap Premium for Asset Management
  - ArcGIS StreetMap Premium for Runtime
- ArcGIS Survey123 (107; 108)
- Site Scan for ArcGIS Operator license (32; 33)
- ArcGIS GeoAnalytics Engine
  - Connected, Additional Core-Hours Plans (27; 103)
  - Disconnected Plan (27, 102)

Online Services
- ArcGIS Online subscriptions are available through multiple Selling Programs:
  - Commercial Retail, EAs; and Government Programs (5; 23; 66; 68; 69; 70; 77; 82; 96; 103; 106)
  - Education Programs (5; 23; 66; 68; 69; 70; 71; 82; 96; 103; 106)
  - Non-profit Programs (5; 23; 66; 68; 69; 70; 71; 82; 96; 103; 106)
- Public Plan (5; 66; 68; 74; 75; 76; 80; 82; 106)
  Customers under the following categories have these additional rights:
  - Commercial Retail (72)
  - enterprise agreements (72)
  - Government (72)
  - NGO/NPO (72)
  - Press/Media Programs (72)
  - Education Programs (71)
- ArcGIS Velocity (103)
- ArcGIS Image Dedicated – Pro Machine (103; 104)

Selling Programs
- ArcGIS Project Delivery Subscriptions
  - Single Tenant (83)

Footnotes:

1. May not be used to edit an enterprise geodatabase via Direct Connect.
2. Not for use in navigation.
3. Licensed for personal, noncommercial use only.
4. – Limited to 1 four-core server.
   – Can be installed on a separate machine.
5. Real-time navigational guidance, synchronized multi-vehicle routing and synchronized route optimization is permitted, except as follows: (i) in-vehicle systems integration (e.g. vehicle sensors, driver assistance, autonomous vehicles); and (ii) Value-Added Applications/Customer Applications whose purpose is to target consumers for the primary purpose of providing real-time routing and/or navigation.
6. For ArcGIS StreetMap Premium North America 2024 Release 2, ArcGIS StreetMap Premium Europe 2024 Release 1, ArcGIS StreetMap Premium Latin America 2024 Release 1, ArcGIS StreetMap Premium Asia Pacific 2024 Release 1, ArcGIS StreetMap Premium Middle East & Africa 2024 Release 1, and subsequent releases, real-time navigational guidance, synchronized multi-vehicle routing and synchronized route optimization is permitted, except as follows: (i) in-vehicle systems integration (e.g. vehicle sensors, driver assistance, autonomous vehicles); or (ii) Value-Added Applications/Customer Applications whose purpose is to target consumers for the primary purpose of providing real-time routing and/or navigation.
7. Customer is not permitted to run scheduled operations (i.e., batch processing) on more than one machine when logged in with a Named User license.
8. Use of the United States Environmental Protection Agency AERMOD Dispersion Modelling System in ArcGIS is for plume approximation only (i.e., for non-regulatory use applications) and is not intended to support engineering certified submission of output simulations or models.
9. For ArcGIS Enterprise version 11.5 and subsequent releases, an initial ArcGIS Knowledge Server four (4) core license includes an ArcGIS Data Store graph store deployment limited to twenty-four (24) cores on a single-machine or three-machine cluster. Additional ArcGIS Knowledge Server cores must be licensed to increase the number of Knowledge Server cores and/or ArcGIS Data Store graph store machine deployments.
10. Reserved.
11. Applications built with ArcGIS AppStudio Developer Edition are subject to the terms of use for ArcGIS Runtime Deployment License.
12. Reserved.
13. Reserved.
14. Reserved.
15. Licensed as a Deployment License.
16. Customer may use the SDKs or APIs to create Value-Added Applications and distribute and license those Value-Added Applications to its end users or third parties to use anywhere not prohibited under applicable export regulations.
17. Customer shall not redistribute Oracle Instant Client libraries or their documentation that is included with this Product. Oracle is a third-party beneficiary of this Agreement solely with respect to Customer's use of the Oracle Instant Client libraries. The Uniform Computer Information Transaction Act (UCITA) shall not apply to Customer's use of the Oracle Instant Client libraries.
18. When using a license string as the license enablement technology a Deployment License is required per Value-Added Application per user per device.
19. License may not be used to develop Internet or server-based Value-Added Applications.
20. Licensed as a Redistribution License.
21. Reserved.
22. a. An end user must acquire a license in either ArcGIS Engine for Windows/Linux Software or other ArcGIS Desktop Software (Basic, Standard, or Advanced) to obtain the right to run an ArcGIS Engine application on 1 computer; and
    b. The ArcGIS Engine for Windows/Linux extensions shall not be used in combination with ArcGIS Desktop Software to run ArcGIS Engine Value-Added Applications. A single user can have multiple ArcGIS Engine Value-Added Applications installed on 1 computer for use only by that end user.
23. System to System Communication
    a. Customer may use a basic service login to enable one-way, read-only, system-to-system communications from ArcGIS Enterprise or ArcGIS Online to other third-party, enterprise business

system(s) in the customer's organization. Customer may use a Viewer Named User Credential or Level 1 Named User Credential as a basic service login until Esri implements an actual service login credential. A specific Viewer Named User Credential or Level 1 Named User Credential used as a basic service login credential may only be used for system-to-system integration purposes and may not also be used by a Named User to access the system.

b. Customer may use a standard service login to enable two-way, read-write, system-to-system communications between ArcGIS Enterprise or ArcGIS Online and other third-party, enterprise business system(s) in the customer's organization. Customer may use an Editor/Contributor (or higher) Named User Credential or Level 2 Named User Credential as a standard service login until Esri implements an actual service login credential. A specific Editor/Contributor (or higher) Named User Credential or Level 2 Named User Credential used as a standard service login credential may only be used for system-to-system integration purposes and may not also be used by a Named User to access the system.

24. Software may be used only for the purposes of development, testing, and demonstration of a prototype Value-Added Application and creating map caches. Customer may use Value-Added Applications and map caches with ArcGIS Enterprise Staging Server Licenses and Deployment Server Licenses. Software and Data may be installed on multiple computers for use by any ArcGIS Developer Subscribers with Builder or higher plan subscriptions, and/or ArcGIS Developer Bundle; all other Software is licensed as a Single Use License.
25. Reserved.
26. Reserved.
27. May not be used to generate revenue by providing services to third parties.
28. Use is limited to 10 concurrent end users of applications other than ArcGIS Enterprise Workgroup or ArcGIS GIS Server Workgroup applications. This restriction includes use of ArcGIS Desktop Software, ArcGIS Engine Software, and third-party applications that connect directly to any ArcGIS Enterprise Workgroup or ArcGIS GIS Server Workgroup geodatabase. There are no limitations on the number of connections from web applications.
29. Software requires a supported version of SQL Server Express. Supported versions are listed with the system requirements for the product on the Esri website.
30. All components must be installed on a single server.
31. Includes a Failover License.
32. The use of this Software does not include a pilot's license (e.g., FAA, EASA, etc.) to operate a drone.
33. Customer may only use online storage provided with this Software to store Customer Content collected or processed through this Software.

34–38. Reserved.

39. Any editing functionality included with ArcGIS GIS Server is not permitted for use with ArcGIS GIS Server Basic and ArcGIS GIS Server Workgroup Basic.

40–46. Reserved.

47. Customer may develop and distribute Value-Added Applications that use Esri File Geodatabase API to Customer's end users.

48–61. Reserved.

62. Value-Added Applications must be used in conjunction with other Esri Products.
63. Value-Added Application for web deployment must be used in conjunction with other Esri Products.
64. Third-party technologies may be used in conjunction with Value-Added Applications as long as the Value-Added Applications are always used in conjunction with other Esri Product(s).
65. May only be used in conjunction with other Esri Product(s). Third-party technologies may also be used in conjunction with ArcGIS Earth as long as ArcGIS Earth is always used in conjunction with other Esri Products.
66. Only Customers with a paid Online Services subscription for stored geocodes may store geocoded results generated by World Geocoding Service. Customer may continue to store geocoded results generated through a paid subscription.
67. Limited to 250,000,000 geocodes per annual subscription.
68. Customer may use the data accessible through Infographics Service for display purposes only and may not save any data accessible through this service.
69. May be used for any business purpose of Customer's organization.
70. May be used for development and test purposes for Customer's organization.

71. May be used for teaching purposes in educational organizations.
72. May be used for the internal business purposes of Customer's organization.
73. Reserved.
74. May be used for personal use.
75. Customer may enable third-party use of Value-Added Applications only by publicly sharing the Value-Added Application(s) using Sharing Tools. Customer may not use this subscription to power a Value-Added Application for its own internal business use unless Customer is an educational institution using the Value-Added Application for teaching purposes only, a qualified NGO/NPO organization, or a media or press organization.
76. Customer is not permitted to create private groups or participate in any private groups.
77. Customer may distribute Value-Added Applications to third parties for a fee that are solely enabled through third parties ArcGIS Online and/or ArcGIS Enterprise Named User licenses.
78. Includes a Commercial App Deployment license.
79. Reserved.
80. May permit registered students of an education institution to directly access the Online Services and share a single subscription between more than 1 registered student for teaching purposes only.
81. Reserved.
82. A Named User may embed their Named User Credential in a script solely for the purpose of automating a workflow to be used exclusively by the Named User whose Named User Credential is embedded in the script.
83. Customer must use a separate ArcGIS Project Delivery Subscription for each Customer client ("Client"). Customer may use the ArcGIS Project Delivery Subscription (i) solely to collaborate on project work with its Client; (ii) sub-license the Named User License(s) to Client and any third-parties ("Stakeholders"), identified by the Client as representing the Client in any project, to collaborate on project work that Customer performs for the sole benefit of the Client. Client and Stakeholders may not use the Named User License(s) for any other purpose. Customer is solely responsible for Client's and Stakeholders' compliance with these terms of use and will ensure that Client and Stakeholders stops using the ArcGIS Project Delivery Subscription when a project ends.
84. Reserved.
85. Software licenses and subscriptions included with ArcGIS Hub may only be used to support the community initiatives enabled by ArcGIS Hub. Customer may allow 3rd parties to be Named Users of ArcGIS Hub for the sole purpose of engaging in community activities. Customers may allow employees, agents, consultants, or contractors to be Named Users of ArcGIS Hub for the sole purpose of administering, configuring, maintaining, and supporting community initiatives through ArcGIS Hub. No other use of software licenses and subscriptions included with ArcGIS Hub is permitted.
86. Customer may use the software licenses and subscriptions included with ArcGIS Indoors solely to enable the capabilities of ArcGIS Indoors as defined in the ArcGIS Indoors Documentation. No other use of software licenses and subscriptions included with ArcGIS Indoors is permitted.
87. Reserved.
88. Reserved.
89. Customer may distribute directly, or through its sales channels, revenue-generating Value-Added Applications, that access ArcGIS Location Platform through Authentication, to third parties. All revenue-generating Value-Added Applications are required to use Authentication when accessing ArcGIS Location Platform.
90. Customer may have multiple subscriptions within their organization for development and test purposes. Customer may only use one subscription within their organization for use with deployed Value-Added Applications.
91. Reserved.
92. Customer is only permitted to create private groups or participate in private groups within the development and test ArcGIS Online Organization Subscription included with the ArcGIS Developer Subscription.
93. Reserved.
94. Reserved.
95. Reserved.

96. Customer may use ArcGIS Image services for interactive, non-programmatic access by Named Users only. Programmatic use of the ArcGIS Image services (e.g., batch classification, deep learning, etc., or exporting volumes of data larger than 10MB at a time) are not permitted.
97. Customer's end users who are prompted for an API key for use with a third party's Value-Added Application must generate such API keys through an ArcGIS Location Platform. API keys generated through an ArcGIS Online account are not permitted in this scenario.
98. Reserved.
99. The user types included with ArcGIS Indoors Maps are licensed solely for use to enable the capabilities as defined in the product documentation for ArcGIS Indoors Maps, ArcGIS Indoors Spaces, and ArcGIS IPS.
100. Customer may only use ArcGIS Indoors user types for use with Value-Added Applications created specifically to work with ArcGIS Indoors Maps, Spaces, and ArcGIS IPS.
101. An ArcGIS Indoors Spaces license is required to use either Workspace Reservations or Space Planner.
102. Each Disconnected Plan is limited to one production cluster.
103. May include Online Services or Software capabilities, utilized through a consumption-based model as described in the Ordering Document or Documentation. Online Services and Software capabilities have different units of consumption associated with them (examples of which include ArcGIS Online credits, core hours, or capacity). For Esri Offerings that enable access to Online Services or Software capabilities through an allocated or pre-paid units of consumption model, use of the consumption-based Online Services or Software capabilities reduce the number of allocated or pre-paid units of consumption that could be applied to the use of the Online Services or Software. Esri will provide Customer with advance notification when Customer's allocated or pre-paid units of consumption nears exhaustion. Esri reserves the right to restrict or suspend Customer's access to the applicable consumption-based capabilities of Online Services or Software when consumption reaches 100 percent of the total allocated or pre-paid amount. Customer may purchase additional units as needed to enable the continued use of the applicable consumption-based Online Services or Software capabilities. If Customer does not purchase additional units, Customer risks continuing to incur charges for continued storage of Customer Content in ArcGIS Online. Certain Online Services or Software allow Customer to enable overages for consumption-based capabilities. If overages are enabled by Customer, Esri will invoice monthly in arrears, or charge a credit card on file, and Customer is responsible for paying fees incurred at the then-current rate. Esri reserves the right to restrict or suspend Customer's access to the applicable consumption-based Online Services or Software capabilities if Customer has a past due amount. Esri will promptly restore Customer's access to the applicable consumption-based capabilities once Customer pays the past due amount and funds access to the consumption-based capabilities.
104. ArcGIS Cloud Store connection files (ASC files) pre-installed on virtual Pro Machines may not be copied or otherwise transferred to any other device.
105. Customer may use the SDKs or APIs to create Value-Added Applications and distribute and license those Value-Added Applications to its end users to use anywhere not prohibited under applicable export regulations.
106. Customer may not exceed 500 GB feature data store using Standard Feature Data Store. Customer may not exceed the storage limit enabled for their subscription.
107. May include image detection or obfuscation capabilities. Customer must review outputs and manually adjust any information that might be missed by the technology.
108. Customer must opt-in to access and use Artificial Intelligence (AI) capabilities, which are available through third-party APIs and offered subject to the third-party terms and privacy policies.
109. Basemap Styles are for use only with ArcGIS Location Platform Basemap Services.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Allison Hughes, Support Services Section Director

Date: 08/21/2025

Meeting Date: 08/26/2025

TITLE:

Consideration and Approval of Contract: Arizona 911 Grant Agreement between Arizona Department of Administration Office of Grants and Federal Resources and the City of Flagstaff acting as the System Administrator for Coconino County.

STAFF RECOMMENDED ACTION:

Approve the acceptance of grant funding in the amount of $497,152.00 from the Arizona Department of Administration, Office of Grants and Federal Resources, to support the FY2026 9-1-1 budget for Coconino County.

Executive Summary:

The Flagstaff Police Department, serving as the 9-1-1 system administrator for all Public Safety Answering Points (PSAPs) in Coconino County, has been awarded $497,152.00 in grant funding from the Arizona Department of Administration's Office of Grants and Federal Resources. This funding covers the full operational costs of the 9-1-1 telephone systems for the county's PSAPs, which include the Flagstaff Police Department, Williams Police Department, Page Police Department, Grand Canyon National Park Service, and Glen Canyon National Park Service.

Financial Impact:

Project Name: FY2026 Coconino County 9-1-1 Grant
Cost: $497,152.00
Account Number Budgeted: 001-04-062-6246-2-4211
FY Budgeted Amount: $1,000,000
Grant Funded: 100% funded by the State 9-1-1 Office
Funding Source: Reimbursement - State 9-1-1 Office

Policy Impact:

None.

Previous Council Decision or Community Discussion:

The 9-1-1 grant has received City Council approval every year since 2019 to help fund vital emergency communication services.

Options and Alternatives to Recommended Action:

1. **Approve the Recommended Action** -- Accept the grant funding from the Arizona Department of Administration, Office of Grants and Federal Resources, in the amount of $497,152.00 to support the FY2026 9-1-1 budget for Coconino County. This option ensures continued regional coordination and state reimbursement for emergency communication system costs.
2. **Decline the Recommended Action** -- Decline to accept the grant funding. Under this option, the participating Public Safety Answering Points (PSAPs) in Coconino County would be required to independently fund their 9-1-1 system operating costs, which may result in significant financial impact to the City of Flagstaff

and partner agencies.

Background and History:
The Flagstaff Police Department has been designated by the State 9-1-1 Office as the system administrator for Coconino County's 9-1-1 services. In this role, the department is responsible for submitting operating costs and call statistics for all Public Safety Answering Points (PSAPs) in the county, including Flagstaff, Williams, Page, Grand Canyon National Park, and Glen Canyon National Park.
Historically, 9-1-1 telephone bills were mailed directly to the Flagstaff Police Department, where the 9-1-1 Coordinator verified the charges and forwarded the invoices, along with an authorization letter, to the State 9-1-1 Office. These costs were then paid by the state using funds from the Emergency Telecommunication Services Revolving Fund.
In 2018, oversight of the Arizona 9-1-1 program was moved under the Arizona Department of Administration, Office of Grants and Federal Resources. As part of this transition, the state implemented a formal grant program to fund annual 9-1-1 system budgets. Under the new process, system administrators must apply for funding each year to cover operational expenses. Approved funds are used to reimburse PSAPs for eligible costs, ensuring consistent and equitable distribution of resources across the state.
To support regional collaboration and financial sustainability, the City of Flagstaff maintains active Intergovernmental Agreements (IGAs) with the City of Williams, City of Page, Grand Canyon National Park, and Glen Canyon National Park. These agreements, which are valid through 2027, establish that if state funding for the 9-1-1 system were to be discontinued, each agency would assume responsibility for their own 9-1-1 service costs.

Connection to PBB Priorities and Objectives:
This grant directly supports two of the City of Flagstaff's Priority Based Budgeting (PBB) objectives:

- **High Performing Governance** - By maintaining centralized coordination of 9-1-1 services through the Flagstaff Police Department, the City ensures efficient use of public resources, regulatory compliance, and strong interagency collaboration. The grant process promotes fiscal accountability, transparency, and equitable distribution of emergency communications funding across all participating agencies in Coconino County.
- **Safe and Healthy Community** - Reliable 9-1-1 infrastructure is essential for public safety. This funding ensures uninterrupted emergency call-taking and dispatch services across the region, supporting rapid response to emergencies, protection of life and property, and coordinated efforts between local and federal public safety partners.

The continued administration and funding of this grant are critical to delivering responsive, high-quality emergency services to residents and visitors across Coconino County.

Connection to Regional Plan:
This grant aligns with Goal PF.3 of the Flagstaff Regional Plan, which calls for *"the coordinated provision of public safety services and infrastructure."*
By funding the operational costs of 9-1-1 telephone systems across multiple Public Safety Answering Points (PSAPs) in Coconino County, the grant supports a regionally integrated emergency communications system. The Flagstaff Police Department's role as system administrator ensures that agencies across the region--municipal and federal--receive consistent service delivery, shared infrastructure, and coordinated response capabilities. This enhances the region's overall resilience and ensures equitable access to critical emergency services for all communities served

Connection to Carbon Neutrality Plan:
This grant supports Health and Safety Strategy HS-3 of the City's Carbon Neutrality Plan, which aims to *"ensure community preparedness and equitable emergency response to climate-related and other hazards."*
By funding the core infrastructure of the region's 9-1-1 telephone systems, the grant enhances the reliability and coordination of emergency communications across Coconino County. This is essential for responding to climate-driven emergencies such as wildfires, extreme weather events, and public health threats. A well-supported, regionally coordinated 9-1-1 system ensures that all communities--especially vulnerable and remote populations--receive timely, equitable emergency response in the face of growing environmental risks.

Connection to 10-Year Housing Plan:
N/A

Attachments: FY2026 AZ911 Grant Agreement

ARIZONA DEPARTMENT OF ADMINISTRATION
ARIZONA 9-1-1 PROGRAM
GRANT AGREEMENT

Grant Number: ADOA-AZ911-26-07

This Grant Agreement (**"Agreement"**) is between the City of Flagstaff, acting as System Administrator, (**"Grantee"**), participating and the State of Arizona, acting through the Arizona Department of Administration (**"ADOA"**), (sometimes, individually, a **"Party,"** or collectively, **"Parties"**).

AUTHORIZATION

1. A.R.S § 41-704 authorizes the Arizona Department of Administration to administer the emergency telecommunication services revolving fund in accordance with A.R.S. 11-951; 11-952 and 41-101.01.

BACKGROUND

2. The Arizona 9-1-1 Grant Program is designed to assist Public Safety Answering Points (PSAPs), in collaboration with regional and local jurisdictions, perform activities related to implementation and operation of their respective emergency telecommunication system.

PURPOSE OF THE AGREEMENT

3. Distribution of funding per A.R.S § 41-704, which establishes the administration of the emergency telecommunication services revolving fund.

TERM, EFFECTIVE DATE, AND Termination

4. Term and Effective Date: This Agreement will commence on July 1, 2025 and terminate on June 30, 2026. This agreement expires at the end of the award period unless prior written approval for an extension has been obtained by ADOA. A request for an extension must be received by ADOA, sixty (60) days prior to the end of the award period. ADOA in its sole discretion may approve an extension to further the goals and objectives of the program, and determine the length of any extension.

OBLIGATIONS OF THE PARTIES

5. Responsibilities of the Grantee:
   5.1. Grantee agrees that grant funds will be used in accordance with the approved application, applicable statutes, program rules, guidelines and special conditions. ADOA supports the use of these funds in accordance with the ARS § 41-704 for activities such as:

   5.1.1. Adoption and operation of Next Generation 9-1-1 (NG9-1-1) services and applications, including monthly recurring costs for 9-1-1 equipment, network, maintenance, and hardware and software support

   5.1.2. Facilitate the migration of the State's PSAPs to the Next Generation of 9-1-1 capability

   5.1.3. Migration to an Emergency Services IP-enabled (ESINet) network

   5.1.4. Solutions that meet or exceed the National Emergency Number Association (NENA), Federal Communications Commission (FCC), international, and industry standards or requirements.

   5.1.5. The National Emergency Number Association (NENA) defines NG9-1-1 as: "An Internet Protocol (IP) based system comprised of managed Emergency Services IP networks (ESInets), functional elements (applications), and databases that replicate traditional E9-1-1 features and functions and provides additional capabilities. NG9-1-1 is designed to provide access to emergency services from all connected communications sources, and provide multimedia data capabilities for Public Safety Answering Points (PSAPs) and other emergency services organizations."

5.2. Grantee agrees that the following activities will be reimbursed only through Administrative Cost and subject to the aggregate limitation on such costs:

5.2.1. Personnel. Costs associated with administrative oversight of managing local contracts and technical support. Costs associated with GIS coordinator, if it is an employee of the System Administrator's agency.

5.2.2. Fringe Benefits. Employee related expenses associated with administrative oversight of managing local contracts and/or GIS coordinator.

5.2.3. Travel. Travel requests for training, conferences, etc. related to System Administrator and/or GIS coordinator functions. Travel costs will only be reimbursed based on the State rate per diem identified in SAAM 50.

5.2.4. Supplies. Costs associated with supplies related to System Administration functions.

5.2.5. Other Costs. Training or education assistance related to System Administration and/or GIS coordinator functions.

5.3. Grantee agrees that it will submit financial and activity reports to ADOA in a format provided by ADOA, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

5.4. Grantee understands that financial reports are required as an accounting of expenditures for either reimbursement or ADOA-approved payments. Reports are due pursuant to the schedule listed in this agreement.

5.5. Grantee agrees to pay vendors in a timely manner on behalf of the PSAPs in their jurisdictions. Late fees on invoices will not be reimbursed by ADOA.

5.6. The final request for reimbursement of grant funds must be received by ADOA no later than forty-five (45) days after the last day of the award period.

5.7. All goods and services must be received or have reasonable expectations thereof and placed in service by Grantee by the expiration of this award.

5.8. Grantee agrees to remit all unexpended grant funds to ADOA within thirty (30) days of written request received from ADOA.

5.9. Grantee agrees that all encumbered funds must be expended and that goods and services must be paid within forty-five (45) days of expiration of this award.

5.10. Grantee agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the State grantor agency has the right to obtain, reproduce, publish, or use data provided under this award in accordance with applicable statutes, rules, and guidelines.

5.11. Grantee understands that grant funds may not be released until Grantee is compliant with all requirements of grant agreement.

5.12. Required activity and financial reports are submitted according to the following schedule(s):

	ACTIVITY REPORTS	
	Report Due:	**Due Date:**
	GIS Data Submissions	Quarter 1 September 30, 2025 Quarter 2 December 31, 2025 Quarter 3 March 31st, 2026 Quarter 4 June 30th, 2026

FINANCIAL REPORTS			
Report Period:	**Due Date:**	**Report Period:**	**Due Date:**
July 1 – July 31	August 30	January 1 – January 31	February 28
August 1 – August 31	September 30	February 1 – February 29	March 30
September 1 – September 30	October 30	March 1 – March 31	April 30
October 1 – October 31	November 30	April 1 – April 30	May 30
November 1 – November 30	December 30	May 1 – May 31	June 30
December 1 – December 31	January 30	June 1 – June 30	July 30

*More frequent reports may be required for GRANTEES who are considered high risk.

6. Responsibilities of the State:

6.1. It is agreed and understood that ADOA's total payment under this Agreement shall not exceed $497,152 in state funds.

6.2. Once ADOA approves the financial reimbursement request, payment to the Grantee will be completed within 10 business days.

6.3.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel	$0.00
Fringe Benefits	$0.00
Travel	$0.00
Equipment	$0.00
Supplies	$0.00
Contractual/Outside Services	$489,000
Construction	$0.00
Other Costs	$8,152

Total	**$497,152**

UNIFORM TERMS AND CONDITIONS

7. Grant Administration and Operation

   7.1. Records. Under A.R.S. § 35-214 and § 35-215, the Grantee shall retain any and all Data and other "records" relating to the agreement's acquisition and performance for five (5) years after the completion of the award. All records shall be inspected and audited by the State at reasonable times. Upon request, the grantee shall produce a legible copy of any or all such records.

   7.2. Non-Discrimination. The grantee shall comply with State Executive Orders Nos. 2023-01 and 2009-09 and any and all other applicable Federal and State laws, rules, and regulations, including the Americans with Disabilities Act.

   7.3. Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this agreement and five (5) years thereafter, the grantee's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the agreement.

   7.4. Facilities Inspection and Materials Testing. The grantee agrees to permit access to its facilities and the grantee's processes or services, at reasonable times for inspection of the facilities or Materials covered under this award as required under A.R.S. § 41-2547. The State shall also have the right to test, at its own cost, the Materials to be supplied under this award. Neither inspection of the grantees' facilities nor Materials testing shall constitute final acceptance of the Materials or Services.

   7.5. Advertising, Publishing, and Promotion of Award. The grantee shall not use, advertise, or promote information for commercial benefit concerning this award without the prior written approval of the Grants Administrator.

8. Federal Immigration and Nationality Act. The grantee shall comply with all federal, state, and local immigration laws and regulations relating to the immigration status of their employees during the award term. The State shall retain the right to perform random audits of grantee records or inspect papers of any employee to ensure compliance. Should the State determine that the grantee be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the award for default, and suspension.

9. E-Verify Requirements. In accordance with A.R.S. § 41-4401, grantee warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23- 214, Subsection A.

10. Availability of Funds for the Current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations, or for any reason, and these Materials or Services are not funded, the State may take any of the following actions:

    10.1.1. Accept a decrease in the award offered to the grantee;

    10.1.2. Cancel the award, or

    10.1.3. Cancel the award and resolicit the requirements.

11. Personnel. Grantee warrants that its personnel will perform their duties under the agreement professionally, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the award's requirements. Grantee further warrants that its key personnel will maintain all certifications relevant to their work, and grantee shall provide individual evidence of certification to the State's authorized representatives upon request.

12. False Statements. Grantee represents and warrants that all statements and information grantee prepared and submitted in response to the Solicitation or as part of the grantee documents are current, complete, true, and accurate. If the

Grants Administrator determines that the grantee submitted an application with a false statement or made material misrepresentations during the performance of the award, the Grants Administrator may determine that the grantee has materially breached the agreement and may void the submitted application and any resulting agreement.

13. Agreement Termination

    13.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this agreement within three (3) years after agreement execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the State is or becomes at any time while the agreement or an extension of the agreement is in effect an employee of or a consultant to any other party to this agreement with respect to the subject matter of the agreement. The cancellation shall be effective when the grantee receives written notice of the cancellation unless the notice specifies a later time. If the grantee is a political subdivision of the State, it may also cancel this award as provided in A.R.S. § 38-511.

    13.2. Termination for Convenience. The State reserves the right to terminate the agreement, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the grantee shall stop all work, as directed in the notice, notify all contractors of the effective date of the termination, and minimize all further costs to the State. The grantee shall be entitled to receive just and equitable compensation for work in progress, work completed, and Materials or Services accepted before the effective date of the termination. The cost principles and procedures provided in A.R.S. § 41-2543 and A.A.C. Title 2, Chapter 7, Article 7, shall apply.

14. Agreement Claims. All agreement claims or controversies under this agreement shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

15. 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 (A.R.S. Title 41).

16. This Agreement does not imply authority to perform any tasks or accept any responsibility not expressly stated in this Agreement.

17. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement. This Agreement shall not relieve the Parties of any obligation or responsibility imposed on it by law.

18. This Agreement contains the entire agreement of the Parties with respect to its subject matter. It supersedes all prior and contemporaneous agreements, understandings, and inducements, whether express or implied, oral or written.

19. Any change, modification, or extension of this Agreement must be submitted through ADOA's online grant management system, eCivis, and approved by ADOA.

20. This Agreement has been arrived at by negotiation and shall not be construed for or against any Party.

21. The failure of either Party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Agreement to be performed by the other Party or to take any action permitted by this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either Party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.

22. The substantive laws of Arizona (without reference to any choice of law principles) shall govern the interpretation, validity, performance and enforcement of this Agreement. The Parties further agree to cooperate in all ways reasonable and necessary to comply with the applicable statutes, including amending this Agreement as needed in the

future and making any refunds or payments that might be required to bring the Parties into full compliance with applicable law.

23. Nothing in this Agreement is intended to create any third-party beneficiary rights; and the State and the Grantee expressly state that this Agreement does not create any third-party rights of enforcement.

24. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.

25. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.

26. Except as expressly provided herein, no Party may delegate or assign its rights or responsibilities under this Agreement without prior written approval of the other Party and any purported assignment or delegation in violation of this provision shall be void.

27. 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.RS. § 12-1518, except as may be required by other applicable statutes.

28. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

29. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior approval may constitute sufficient reason for ADOA to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.

30. All notices required or permitted under this Agreement shall be given in writing and addressed as follows:

A. If to the Arizona 9-1-1 Program:
Arizona Department of Administration
Arizona 9-1-1 Program
100 North 15th Avenue, Suite 302
Phoenix, AZ 85007
Attention: Arizona 9-1-1 Program

B. If to the GRANTEE:
Flagstaff Police Department
911 E Sawmill Rd
Flagstaff, AZ 86001
ATTENTION: Katie Brandis

Arizona Department of Administration
Arizona 9-1-1 Program

GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)

1. GRANTEE must submit a current service plan to ADOA. If a service plan is incomplete, a letter requesting an extension with an estimated completion date must be submitted for approval before financial reimbursements are made.

2. GRANTEE must submit copies of executed Memorandum of Understandings (MOUs) between each System's PSAP and the System Administrator before financial reimbursements will be made.

3. The GRANTEE must notify ADOA within 10 days if it is unable to perform the function of System Administrator on behalf of PSAPs in their jurisdiction. Administrative funds may be reduced to the System Administrator if ADOA assumes responsibility for the duties under this agreement.

4. GRANTEE must enroll in automatic clearinghouse payments. Grantee must complete the "State of Arizona Substitute W-9 and ACH Vendor Authorization Forms & Instructions " document. Vendor account set-up and payment information can be found at: https://gao.az.gov.

5. GRANTEE agrees to share GIS data, at minimum, once per quarter (4) times per fiscal year upon request from ADOA, Arizona 9-1-1 Program, to support ongoing statewide initiatives. The data shared will not be distributed for commercial use and is pursuant to A.R.S. § 37-178.

6. GRANTEE agrees to allow ADOA to deploy a data analytics tool provided by the Arizona 9-1-1 Program and work with all PSAPs within their 9-1-1 System and the Arizona 9-1-1 Program during implementation.

7. GRANTEE agrees to work with all PSAPs within their 9-1-1 System and the Arizona 9-1-1 Program to implement text-to-9-1-1 service.

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

FOR GRANTEE:

FOR

Joanne K. Keene signed on 7/11/2025 4:35:19 PM

Authorized Signatory Date

City Manager

Printed Name and Title

Additional signature(s) if required by political subdivision Date

Printed Name and Title Date

FOR ARIZONA DEPARTMENT OF ADMINISTRATION:

Arizona 9-1-1 Program Date
Arizona Department of Administration

City of Flagstaff

Attest:

Stacy Saltzburg

City Clerk

Stacy Saltzburg signed on 7/14/2025 12:16:23 PM

Approved as to Form:

Marianne E Sullivan

Marianne Sullivan signed on 7/9/2025 9:01:11 AM

City Attorney's Office

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Kevin Fincel, Deputy City Attorney - Civil

Date: 08/21/2025

Meeting Date: 08/26/2025

TITLE:

Consideration and Approval of Contract: Second Amendment to Greg Clifton Employment Agreement.

STAFF RECOMMENDED ACTION:

Approve the Second Amendment to Greg Clifton Employment Agreement and authorize the Mayor to execute the Second Amendment on behalf of the City.

Executive Summary:

Greg Clifton entered into his Employment Agreement with the City on July 2, 2019, to serve as the City Manager for the City of Flagstaff. The Employment Agreement was amended effective August 26, 2022, to recognize Mr. Clifton's exceptional performance and to provide additional vacation leave.

Mr. Clifton desires to retire from his employment as City Manager and has communicated his voluntary resignation to the City Council. The City Council desires to have Mr. Clifton continue as City Manager until such time as a new City Manager is recruited and commences their position, and Mr. Clifton is willing to assist with the transition. Accordingly, the City and Mr. Clifton enter this Second Amendment for the purpose of ensuring the City Council and Mr. Clifton have flexibility in determining his future termination date, and to allow Mr. Clifton's continued employment on the terms set forth in the Agreement, as amended, so he can assist with the transition to a new City Manager.

Financial Impact:

Funding for the City Manager is provided in the Flagstaff City budget.

Policy Impact:

None.

Previous Council Decision or Community Discussion:

The Agreement was entered July 2, 2019, and amended effective August 26, 2022.

Options and Alternatives to Recommended Action:

Not approve the Second Amendment.

Connection to PBB Priorities and Objectives:

Good governance.

Connection to Regional Plan:

Not applicable.

Connection to Carbon Neutrality Plan:

Not applicable.

Connection to 10-Year Housing Plan:
Not applicable.

Connection to Division Specific Plan:
Not applicable.

Attachments: Second Amendment to Employment Agreement

Second Amendment to Greg Clifton Employment Agreement

This Second Amendment to Greg Clifton's Employment Agreement (the "Second Amendment") is entered into by and between the City of Flagstaff, an Arizona municipal corporation (the "City"), and Greg Clifton (hereinafter referred to as "Employee").

RECITALS

Whereas, the City and Employee entered into an employment agreement on July 2, 2019 (the "Agreement");

Whereas, Clifton desires to retire from his employment as City Manager and has tendered his voluntary resignation to the City Council;

Whereas, the City Council desires to have Clifton continue as City Manager until such time as a new City Manager commences their position; and

Whereas, the City and Clifton enter into this Second Amendment for the purpose of continuing Clifton's employment on the terms set forth in the Agreement, as amended, for the purpose of assisting with the transition to a new City Manager.

NOW, THEREFORE, in consideration of the mutual covenants and promises in the Agreement and this Second Amendment, the City and Clifton agree as follows:

AGREEMENT

1. Effective Date. This Amendment shall be effective upon execution by both parties.

2. Section 6(f) of the Agreement is hereby amended as follows (deletions are shown with a strikethrough and additions are shown in all caps):

(f) "Date of Termination" shall mean (i) if the Employee's employment is terminated by his death, the date of his death, (ii) if the Employee's employment is terminated by the Employer for Cause, the date on which Cause is determined, (iii) if the Employee's employment is terminated by the Employer Without Cause ~~or voluntarily by the Employee~~, forty-five (45) days after the date on which Notice of Termination is given, ~~and~~ (iv) if the Employee's employment is terminated by his disability, the date of the Notice of Termination, AND (V) IF THE EMPLOYEE'S EMPLOYMENT IS TERMINATED VOLUNTARILY BY THE EMPLOYEE, FORTY-FIVE (45) DAYS AFTER THE DATE ON WHICH NOTICE OF TERMINATION IS GIVEN OR ON ANY SUCH DATE MUTUALLY AGREED UPON BY THE CITY COUNCIL AND EMPLOYEE.

(I) IF A DATE OF TERMINATION IS MUTUALLY AGREED UPON BY THE CITY COUNCIL AND EMPLOYEE PURSUANT TO 6(F)(V) ABOVE, THE CITY COUNCIL AND EMPLOYEE MAY MUTUALLY AGREE TO REVISE THAT DATE OF TERMINATION AT ANY TIME. IN ADDITION, AFTER A DATE OF TERMINATION IS MUTUALLY AGREED UPON, EITHER PARTY MAY UNILATERALLY TERMINATE THIS AGREEMENT SOONER BY

GIVING FOURTEEN (14) DAYS' NOTICE TO THE OTHER PARTY. THE INTENT OF PROVIDING THIS FLEXIBILITY FOR BOTH PARTIES IS TO ALLOW THE EMPLOYEE TO NOTICE HIS DESIRE TO VOLUNTARILY TERMINATE EMPLOYMENT AND STILL CONTINUE EMPLOYMENT FOR A PERIOD OF TIME TO ASSIST WITH TRANSITION TO A NEW CITY MANAGER.

3. Term of Employment. The City and Clifton agree that Clifton shall remain employed by the City on the terms and conditions set forth in the Agreement until such time as the employment relationship is terminated in accordance with Section 6(f) of the Agreement, as amended.

4. Relationship to Prior Agreement. All terms of the Agreement that are not hereby amended, either expressly or by necessary implication, shall remain in full force and effect. In the event of a conflict between the terms of the Agreement and this Second Amendment, the terms of this Second Amendment shall govern.

From and after the effective date of this Second Amendment, all references to the term "Agreement" in this Second Amendment or the original Agreement shall include the terms contained in this Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment as set forth below.

GREG CLIFTON	**CITY OF FLAGSTAFF**
_____	By:_____ Becky Daggett, Mayor
ATTEST:	APPROVED AS TO FORM:
By:_____ Stacy Saltzburg, City Clerk	By:_____ Kevin Fincel, Deputy City Attorney

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Ben Mejia, Planner

Date: 08/21/2025

Meeting Date: 08/26/2025

TITLE:

Consideration and Approval of Preliminary Plat: Request from EPS Group, Inc, on behalf of CDR Devcorp LTD, for Preliminary Plat approval of "Canyon del Rio- The Highlands" located at 3805 E Whetstone Dr, a 141-lot single-family subdivision on 27.07 acres in the Medium-Density Residential (MR) Zone.

STAFF RECOMMENDED ACTION:

Staff recommends the City Council approve the Preliminary Plat, in accordance with the findings presented in this report and the Planning and Zoning Commission recommendation (7-0).

Executive Summary:

EPS Group, Inc, on behalf of CDR Devcorp LTD, requests Preliminary Plat approval for "Canyon del Rio - The Highlands" located at 3805 E Whetstone Dr, a 141-lot single-family subdivision on 27.07 acres in the Medium-Density Residential (MR) Zone within the Resource Protection Overlay.

Financial Impact:

No financial impacts are anticipated with the Preliminary Plat.

Policy Impact:

There are no policy impacts anticipated with this Preliminary Plat.

Previous Council Decision or Community Discussion:

In 2019, City Council approved a rezoning request, development agreement, and preliminary block plat allowing the development of Canyon Del Rio.

Options and Alternatives to Recommended Action:

1. Approve the Preliminary Plat as recommended by staff and the Planning & Zoning Commission.
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:

The Canyon del Rio development proposal consists of 1,426 residential dwelling units and 225,000 square feet of commercial development. The development area includes a mixture of residential unit types combined with commercial service and open space on 261 acres. The applicant is seeking Preliminary Plat approval for "Canyon del Rio- The Highlands" consisting of 141 single-family residential lots utilizing the Planned

Residential Development (PRD) standards.

Connection to PBB Priorities and Objectives:
Robust Resilient Economy - Support and strengthen a robust, diverse, and sustainable 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:
Protect 2.2: Encourage diversity of housing options in all neighborhoods, understanding that exclusive communities are incompatible with the City of Flagstaff's mission to protect and enhance the quality of life for all.

Attachments: Staff Report
Application
Preliminary Plat
Presentation

PLANNING & DEVELOPMENT SERVICES REPORT
PRELIMINARY PLAT

PZ-24-00015-01 **DATE:** **June 2, 2025**

REQUEST:
EPS Group, Inc, on behalf of CDR Devcorp LTD, requests Preliminary Plat approval for "Canyon del Rio - The Highlands" located at 3805 E Whetstone Dr, a 141-lot single-family subdivision on 27.07 acres in the Medium-Density Residential (MR) Zone within the Resource Protection Overlay (RPO).

STAFF RECOMMENDATION:
Staff recommends the Planning and Zoning Commission, in accordance with the findings presented in this report, forward the Preliminary Plat to the City Council with a recommendation of approval.

PRESENT LAND USE:
The subject site is currently vacant.

PROPOSED LAND USE:
"Canyon del Rio - The Highlands" subdivision on Block R1 of Canyon del Rio, consisting of 141 single-family lots located on 27.07 acres in the MR Zone using Planned Residential Development standards.

NEIGHBORHOOD DEVELOPMENT:
See the attached vicinity map for more information.

North: Canyon del Rio – Block N; MR Zone
South: Canyon del Rio Phase 2 (Undeveloped); MR Zone
East: Vacant; RD Zone
West: Canyon del Rio Phase 2 (Undeveloped); MR 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
In June of 2019, the City Council approved a rezoning request, development agreement, and preliminary block plat allowing the development of Canyon Del Rio, consisting of 1,426 residential dwelling units and 225,000 square feet of commercial development. The development includes a mixture of high-density, medium-density, and single-family residential units combined with commercial service and open space on 261 acres.

EPS Group, Inc has filed the application request on behalf of CDR Devcorp LTD, seeking Preliminary Plat approval for a 141-lot single-family residential subdivision providing attached and detached single-family units utilizing the Planned Residential Development. Lot sizes range from 2,000 square feet to approximately 6,396 square feet.
This project will include the development of new local roads (Boulder Ridge Drive, Granite Rock Place, Quarry Way, Pumice Lane), 8" water and sewer lines, and stormwater detention. City Staff approved the Preliminary Plat on May

29, 2025, based on conformance with all relevant development standards. Along its southern boundary, a portion of the JW Powell extension will be dedicated as part of this plat.

B. Type of Plat

This Preliminary Plat request is for a single-family residential subdivision consisting of 141 individual lots. 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. Medium-Density Residential (MR)

This subdivision will create 141 single-family residential lots within the MR zone. The MR zone allows a gross density range of 6 – 9 units per acre for sites within the Resource Protection Overlay (RPO). The- net density of this subdivision is 5.7 units per acre and the gross density is 5.2 units per acre. The Development Agreement allows for minor transfers of density and sets the minimum density for Blocks R1-R5 as 367 units. The remaining density must be met within the remaining Blocks R2-R5 in Phase 2 of Canyon del Rio.

The proposed lot sizes in this subdivision vary from 2,000 square feet to approximately 6,396 square feet, meeting minimum lot sizes for the zone. This Preliminary Plat complies with the building form and placement standards for the MR zone utilizing PRD standards (Division 10-40.60.280 of the Zoning Code).

Development Standards for PRDs within the MR zone are:

Development Standard	MR
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, the proposal must include no fewer than 5 points and are elected at the applicant’s discretion. The applicant has selected the following:

K. At least 50% of the required resources are maintained within common space areas. (2 points)

This design element has been demonstrated in the Natural Resource Protection Plan (NRPP).

N. Subdivision CC&Rs and setback standards do not prohibit the development of accessory dwelling units. (one point)
Staff will review the CC&Rs with final plat review to ensure conformance.

Q. Subdivision includes enhanced pedestrian environments including outdoor seating areas or larger landscaping areas. (one point for each)
The proposal includes six outdoor seating areas throughout the subdivision. This project is proposed to be developed in three phases, with two outdoor seating areas proposed per phase. The proposal is eligible for two points for this design element.

ii. Natural Resources
The subject property is located within the RPO. A NRPP was provided in conjunction with this Preliminary Plat. Resources within this plat include forest and slope resources. The Canyon Del Rio Development Agreement allows the developer to create two "resource banks": one for the residential properties and one for the commercial properties. These banks allow the application of extra resources from one parcel to another parcel when extra resources are available.

Resources on the site include slopes and forest; there are no floodplains on the site. A 5% administrative reduction to resource protection rates was granted by the Planning Director per 10-50.90.110 of the Flagstaff Zoning Code. The required forest resource preservation rate for residential blocks in Canyon del Rio is 47.5%, this plat proposes a preservation rate of 54.5%.

Slope resources are required to be preserved at varying rates depending on the steep slope category. The proposed plat requires the use of the resource bank to account for a 4% deficit in the 25-34.99% slope category. The deficit of resource protection on this site will need to be accounted for elsewhere in the development area.

Slope	Required Preservation	Proposed Preservation
17-24.99%	66.5%	78.3%
25-34.99%	76%	72%
35% and above	100%	100%

iii. Historic/Cultural Resources
At the time of original development approvals, the City of Flagstaff Heritage Preservation Commission accepted the Cultural Resource Report which was prepared by a professional and met Secretary of the Interior Standards on file with the State.

iv. Parks, Open Space, Pedestrian, and Bicycle Facilities
Internal to the Canyon Del Rio development, a total of 55.8 acres, or 21% of the site, has been identified for open space, trails, or drainage. Additionally, each of the individual blocks are required to meet the common space and civic space requirements associated with the proposed development. This subdivision is required to provide 15% of the gross area for Common Space. The required common space is provided within Tracts A through K of this plat and provide a total of 8.67 acres or 32% of gross site area.

Sidewalks are provided within the subdivision and connect to the sidewalk along Whetstone Drive and Fourth Street. This project proposes a connection to the planned FUTS trail west of this site by an access trail via the cul-de-sac of Rockshelter Place.

B. City of Flagstaff Subdivision Standards (Title 11)

i. Preliminary Plat

Inter-Division Staff (IDS) approved the Preliminary Plat based on conformance with the procedures and application requirements outlined in Section 11-20.60: Preliminary Plat on May 29, 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 Canyon Del Rio Traffic Impact Analysis (TIA) included six (6) existing intersections and seven (7) new intersections within and along the edge of the proposed development. The study area covered Butler Avenue from I-40 to Fourth Street, Fourth Street from Huntington Drive to south of Butler Avenue along the development site, and the internal Canyon Del Rio roadway system. Traffic expected from nearby, yet to be developed, parcels was included as future background traffic in the analysis. Analyses were conducted for assumed development levels at years 2026 (Phases 1 & 2) and 2030 (full build-out). Phases 1 & 2 include all except four (4) retail parcels at the northeast edge of the site and three (3) relatively small residential parcels at the south edge.

Since this analysis was completed, an extension of John Wesley Powell Boulevard has been proposed to cross Canyon del Rio from the southern boundary of Canyon del Rio and connecting to Fourth Street running along the southern boundary of this site. This project has been proposed in three phases to allow for the development of Phase 1 prior to the development of the John Wesley Powell Boulevard extension.

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 Canyon del Rio with a residential dwelling cap of 1,715 units and 67.9 acres of commercial development.

Water

This subdivision will be served by an 8-inch water line connecting to the existing 12-inch line along Whetstone Drive. Phase 2 of this development will tie into the 8-inch water line proposed along John Wesley Powell Boulevard.

Wastewater

This subdivision will be served by an 8-inch sewer line connecting to the existing 8-inch line along Whetstone Drive. Phase 2 of this development will tie into the 8-inch sewer line proposed along John Wesley Powell Boulevard.

iii. Stormwater

This proposal uses four detention basins, two extended detention basins are located in the ROW to the east of this project. A proposed extended detention basin is located to the south of the subdivision and the project would connect to a proposed regional detention to the southwest of the site proposed as part of Phase 2 of Canyon del Rio. These basins will convey on-site and off-site flows from the project site ultimately out-letting to the Rio de Flag Wash channel.

REQUIRED FINDINGS:

The Planning and Zoning Commission shall find the Preliminary Plat meets the requirements of the City Code Title 10, Flagstaff Zoning Code; City Code Title 11, General Plans and Subdivisions; and City Code Title 13, Engineering Design Standards and Specifications.

Recommendation

Staff recommends the Planning and Zoning Commission, in accordance with the required findings presented in this report, forward the Preliminary Plat to the City Council with a recommendation of approval.

Attachments:

- Application
- Preliminary Plat

City of Flagstaff — Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov
P: (928) 213-2618

Date Received	Application for Subdivision Review	File Number

Property Owner(s) CDR Devcorp LTD		**Phone**
Mailing Address 3605 S. Flagstaff Ranch Rd	**City, State, Zip** Flagstaff, AZ 86005	clintwhiting@capstonehomesaz.com
Applicant(s) EPS Group, Inc. and Capstone Homes		**Phone** 480-503-2250 928-600-3594
Mailing Address 1130 N. Alma School Rd, Ste 120	**City, State, Zip** Mesa, AZ 85201	**Email** clee@capstonehomesaz.com brennan.maher@epsgroupinc.com
Project Representative EPS Group - Brennan Maher - Project Manager Capstone Homes - Charity Lee - Entitlements		**Phone** (480) 503-2250 (928) 600-3594
Mailing Address 1130 N. Alma School Rd, Ste 120	**City, State, Zip** Mesa, AZ 85201	**Email** brennan.maher@epsgroupinc.com clee@capstonehomesaz.com

Requested Review:
- ☐ Development Master Plan
- ☐ Conceptual Plat
- ☐ Preliminary Plat P&Z and Council
- ☐ Modified Subdivision
- ☒ Preliminary Plat
- ☐ Final Plat- Council

Project Name: Canyon Del Rio - Parcel R1	**Site Address** Whetstone Drive, Flagstaff, AZ 86004	**Parcel Number** 106-08-039	
Proposed Use Medium density residential	**Existing Use** Vacant / undeveloped	**Subdivision, Tract & Lot Number** Canyon Del Rio - Parcel R1	
Zoning District MR with RPOZ	**Regional Plan Category** Future suburban	**Flood Zone** X	**Size of Site (Sq. ft. or Acres)** 24.53 acres

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 (Res, Com, Ind)	North	South	East	West
	Vacant/Future Canyon Del Rio	Vacant/Future Canyon Del Rio	Vacant/Future Canyon Del Rio	Vacant/Future Canyon Del Rio

Proposed Use:	Number of Lots	Number of Units	Number of acres per use	Building Square Feet
Medium density residential	141		24.53	TBD

Please complete a *"Subdivision Review Application"* and provide an initialed *"Application and Information Checklist"* form along with the required number of plans and information as appropriate for a Development Master Plan, Conceptual, Preliminary or Final Plat. **Incomplete submittals will not be scheduled.**

Property Owner Signature: (Required)	Date:	Applicant Signature:	Date:
	8/9/24		8/9/24

For City Use

Date Filed:	**Case Number (s)**	
P & Z Hearing Date:	**Publication and Posting Date:**	
Council Hearing Date:	**Publication and Posting Date:**	
Fee Receipt Number:	**Amount:**	**Date:**

Action by Planning and Zoning Commission:	Action By City Council:
☐ Approved	☐ Approved
☐ Denied	☐ Denied
☐ Continued	☐ Continued

Staff Assignments	Planning	Engineering	Fire	Public Works/Utilities	Stormwater

PRELIMINARY PLAT
FOR
CANYON DEL RIO - THE HIGHLANDS

A PORTION OF THE WESTERN HALF OF SECTION 24, TOWNSHIP 21 NORTH, RANGE 7
EAST OF THE GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA

LEGAL DESCRIPTION

BLOCK R1, CANYON DEL RIO PHASE 1, AS SHOWN ON THE PLAT THEREOF, RECORDED IN INSTRUMENT NO. 3944598, RECORDS OF COCONINO COUNTY, ARIZONA.

ADEQ STATEMENT

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 XX-XXXXX.

EARTHWORK SUMMARY

SITE GRADING

UNADJUSTED CUT: 45,281 CY
UNADJUSTED FILL: 9,657 CY

BASIS OF BEARING

NORTH 89 DEGREES 34 MINUTES 20 SECONDS EAST, 2655.62 FEET FROM THE NORTHWEST CORNER OF SECTION 24 TO THE NORTH QUARTER CORNER OF SECTION 24, TOWNSHIP 21 NORTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA, ACCORDING TO AN ALTA SURVEY PREPARED BY SHEPHARD-WESNITZER, INC. IN MAY 2003, INSTRUMENT NUMBER 3203783, OFFICIAL RECORDS OF COCONINO COUNTY, ARIZONA.

UTILITY COMPANY APPROVAL

ARIZONA PUBLIC SERVICE

BY _____ DATE _____

UNISOURCE ENERGY SERVICES

BY _____ DATE _____

LUMEN

BY _____ DATE _____

OPTIMUM

BY _____ DATE _____

UTILITY COMPANY CONTACTS

APS
CONTACT: BRADY HORN
2200 E HUNTINGTON
FLAGSTAFF, AZ 86004
BRADY.HORN@APS.COM
PHONE: (623) 975-5725

LUMEN
CONTACT: MANUEL HERNANDEZ
112 N BEAVER STREET
FLAGSTAFF, AZ 86001
MANUEL.HERNANDEZ4@LUMEN.COM
PHONE: (928) 779-4931

UNISOURCE ENERGY SERVICES
CONTACT: MARTIN CONBOY
2901 W SHAMRELL BLVD #110
FLAGSTAFF, AZ 86001
MCONBOY@UESAZ.COM
PHONE: (928) 226-2269

OPTIMUM
CONTACT: SANFORD YAZZIE
1601 S PLAZA WAY
FLAGSTAFF, AZ 86001
SANFORD.YAZZIE@ALTICEUSA.COM
PHONE: (928) 266-0672

GENERAL NOTES

1. ALL UTILITIES, INCLUDING STREET LIGHT AND ELECTRIC LINES INSTALLED WITH THIS DEVELOPMENT SHALL BE PLACED UNDERGROUND.
2. DEVELOPMENT AND USE OF THIS SITE WILL CONFORM TO ALL APPLICABLE CITY OF FLAGSTAFF CODES AND ORDINANCES.
3. ALL RIGHT-OF-WAYS WITHIN THE SUBDIVISION SHALL BE DEDICATED TO THE CITY OF FLAGSTAFF.
4. THE DEVELOPER RESERVES THE RIGHT TO CONSTRUCT ATTACHED OR DETACHED SINGLE FAMILY RESIDENTIAL HOMES WITHIN THIS DEVELOPMENT.
5. FOR TYPICAL LOT DETAILS, SEE SHEET 2.

SHEET INDEX

SHEET 1	PP01	COVER & STREET SECTIONS
SHEET 2	PP02	PRELIMINARY PLAT
SHEET 3	PP03	PRELIMINARY PLAT
SHEET 4	PP04	PRELIMINARY PLAT & AREA TABLES
SHEET 5	PP05	PRELIMINARY PLAT
SHEET 6	PP06	EXISTING & PROPOSED SITE CONDITIONS
SHEET 7	PP07	EXISTING & PROPOSED SITE CONDITIONS
SHEET 8	PP08	EXISTING & PROPOSED SITE CONDITIONS
SHEET 9	PP09	EXISTING & PROPOSED SITE CONDITIONS
SHEET 10	PP10	NATURAL RESOURCE PROTECTION - FOREST
SHEET 11	PP11	NATURAL RESOURCE PROTECTION - SLOPE
SHEET 12	PP12	NATURAL RESOURCE PROTECTION BANK
SHEET 13	PP13	PHASING PLAN
SHEET 14	PP14	CLEAR VIEW ZONE DETAILS

CERTIFICATE OF LAND SURVEYOR

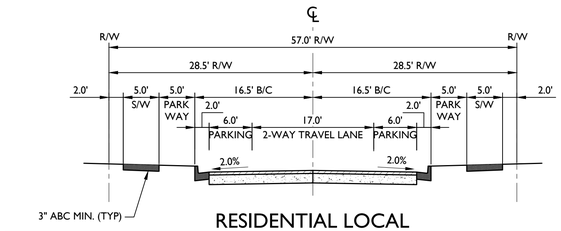
THIS IS TO CERTIFY THAT THE SURVEY OF THE PROPERTY DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION AND SUPERVISION AND IS ACCURATELY REPRESENTED ON THIS PLAT.
I ALSO CERTIFY THAT THE PLAT IS IN SUBSTANTIAL CONFORMANCE TO THE APPROVED TENTATIVE PLAT AND THAT THIS PLAT IS CORRECT AND ACCURATE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REGISTERED LAND SURVEYOR

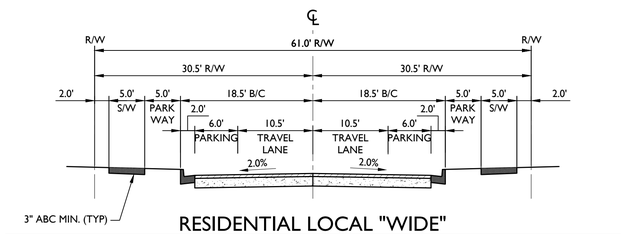
_____

DATE: _____

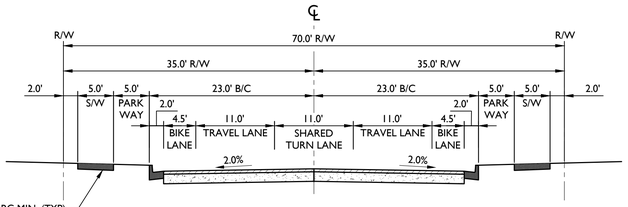
STREET SECTIONS



RESIDENTIAL LOCAL
N.T.S.



RESIDENTIAL LOCAL "WIDE"
N.T.S.



MINOR COLLECTOR
N.T.S.

LEGEND

●	PROPERTY CORNER
	FIRE HYDRANT (FH)
	MANHOLE
	SEWER MANHOLE
ESMT	EASEMENT
IEE	INGRESS & EGRESS EASEMENT
IE	IRRIGATION EASEMENT
PAE	PEDESTRIAN ACCESS EASEMENT
R/W	RIGHT-OF-WAY
S/W	SIDEWALK
PUE	PUBLIC UTILITY EASEMENT
SVTE	21' X 21' SIGHT VISIBILITY TRIANGLE EASEMENT
SVTE*	33' X 33' SIGHT VISIBILITY TRIANGLE EASEMENT
VNAE	VEHICULAR NON-ACCESS EASEMENT
DME	DRAINAGE MAINTENANCE EASEMENT
DE	DRAINAGE EASEMENT
	PROPERTY BOUNDARY
	STREET CENTERLINE
	STREET RIGHT-OF-WAY
	EASEMENT
	LOT LINE
	SEWER LINE
	WATER LINE
	1' VEHICULAR NON-ACCESS EASEMENT
	PHASE LINE
	SHEET MATCH LINE

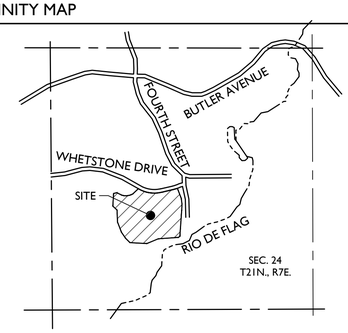
PROPOSED DENSITY TRANSFER - PLANNED UNIT TRACKING TABLE

PARCEL	DA APPROVED PLANNED UNIT COUNT	PRE/FINAL PLAT & SITE PLAN APPROVED PLANNED UNIT COUNT	REMAINING UNITS AVAILABLE
G	50	50	0
I	50	50	0
J1	240	-	-
J2	432	600*	+72*
N	42	50	-8
O	49	-	-
P	40	107**	-18**
Q1	41		
Q2	21		
Q3	80		
R1-R5	367	141 (R1)	+226
S	14	28	-14
TOTAL	1,426 UNITS APPROVED	1,026 PLATTED/PLANNED TO DATE	400 UNITS AVAILABLE

* UNIT COUNT IS INCLUSIVE OF J1 & J2 LOT COUNTS
** UNIT COUNT IS INCLUSIVE OF O & P UNIT COUNTS
*** PARCELS R1-R5 CANNOT FURTHER REDUCE DENSITY BEYOND THE TOTAL MINIMUM DENSITY STATED IN THE DEVELOPMENT AGREEMENT (MINIMUM DENSITY MUST BE ACHIEVED WITHIN THE COMBINED R1-R5 LOTS).

VICINITY MAP

NTS



PROJECT TEAM

PROPERTY OWNER / DEVELOPER:
CDR DEVCORP LTD
3605 S. FLAGSTAFF RANCH ROAD
FLAGSTAFF, AZ 86005
TEL: (602)-615-3048
CONTACT: CLINT WHITING
cwhiting@capstonehomesaz.com

ENGINEERING & PLANNING:
EPS GROUP, INC.
1130 N ALMA SCHOOL RD., SUITE 120
MESA, AZ 85201
TEL: (720)-987-0750
FAX: (480)-503-2258
CONTACT: BRENNAN MAHER
brennan.maher@epsgroupinc.com

PROJECT DATA

APN:	106-08-039
ADDRESS:	FLAGSTAFF, AZ 86004
EXISTING LAND USE:	VACANT/UNDEVELOPED
GENERAL PLAN LAND USE DESIGNATION:	FUTURE SUBURBAN
PROPOSED LAND USE:	MEDIUM DENSITY RESIDENTIAL
EXISTING ZONING:	MR - MEDIUM DENSITY RESIDENTIAL
ZONING OVERLAY:	RPOZ - RESOURCE PROTECTION
GROSS AREA:	27.07 ACRES
NET AREA:	24.57 ACRES (EXCLUDES ARTERIALS)
TRACTS SOUTH OF JWP:	0.41 ACRES
SITE AREA:	24.16 ACRES
LOTS:	
40' x 80':	79
25' x 75':	62
TOTAL	141 LOTS
NO. UNITS:	141 UNITS
NET DENSITY:	5.7 DU/AC
GROSS COMMON SPACE:	8.67 ACRES (32.0%)
NET COMMON SPACE:	8.67 ACRES (35.3%)
ACCESS TRAIL MAINTENANCE:	HOMEOWNERS ASSOCIATION

CANYON DEL RIO PRD DESIGN ELEMENTS

DESIGN ELEMENT	DESCRIPTION	POINTS POSSIBLE	POINTS ACHIEVED
A	AT LEAST 10% OF ALL RESIDENTIAL UNITS AS CATEGORY 1 AFFORDABLE HOUSING.	5	
B	A STREET NETWORK THAT INCLUDES ALLEYS.	4	
C	100% OF ALL UNITS ARE ALL-ELECTRIC, NO NATURAL GAS PROVIDED.	3	
D	AVERAGE DWELLING UNITS NO LARGER THAN 1,800 SQUARE FEET.	3	
E	STREET NETWORK THAT CONNECTS AT RIGHT ANGLES WITHOUT CUL-DE-SACS OR TURNAROUNDS.	2	
F	SIGNIFICANT TRAFFIC CALMING DESIGN FEATURES ARE EMPLOYED.	2	
G	DETACHED GARAGES LOCATED BEHIND THE PRIMARY STRUCTURE FOR 50% OF LOTS.	2	
H	ALL RESIDENTIAL UNITS WITHIN THE SUBDIVISION INCLUDE A MINIMUM 80 S.F. FRONT ENTRY AND HAS DIRECT PEDESTRIAN CONNECTION TO STREET.	1	
I	SUBDIVISION INCORPORATES A COMBINATION OF SINGLE-FAMILY, DUPLEX, AND/OR MULTI-FAMILY UNITS.	2	
J	THE PROVISION OF RECREATIONAL AMENITIES WITHIN A PART OR COMMON SPACE AREA.	2	
K	AT LEAST 50% OF THE REQUIRED RESOURCES ARE MAINTAINED WITHIN COMMON SPACE AREAS.	2	2
L	FRONT SETBACKS LESS THAN 15 FEET FOR LIVABLE PORTIONS OF THE DWELLING, INCLUDING ENTRY.	1	
M	ATTACHED STREET FACING GARAGES LESS THAN 50% OF THE WIDTH OF THE PRIMARY STRUCTURE.	1	
N	SUBDIVISION CC&R'S AND SETBACK STANDARDS DO NOT PROHIBIT THE DEVELOPMENT OF ACCESSORY DWELLING UNITS.	1	1
O	A MINIMUM OF 15% OF ALL SINGLE-FAMILY DWELLING LOTS INCLUDE REQUIREMENTS FOR AN ACCESSORY DWELLING UNIT.	1 PT FOR 15%, 2 PTS FOR 30%, 3 PTS FOR 50%	
P	SUBDIVISION EXCEEDS THE MINIMUM DENSITY OF THE APPLICABLE ZONING DISTRICT BY AT LEAST ONE WHOLE UNIT PER ACRE.	1 PT FOR EACH WHOLE UNIT OVER THE MINIMUM UP TO 3 PTS	
Q	SUBDIVISION INCLUDES ENHANCED PEDESTRIAN ENVIRONMENTS INCLUDING OUTDOOR SEATING AREAS AND LARGER LANDSCAPING AREAS.	1 EACH	2
		TOTAL	5

EPS GROUP
1130 N Alma School Road
Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
w w w . e p s g r o u p i n c . c o m

Project:
Canyon Del Rio - The Highlands
Flagstaff, Arizona

Cover Sheet & Street Sections

Revisions:
1ST SUBMITTAL - JULY 23, 2024
2ND SUBMITTAL - JANUARY 30, 2025
3RD SUBMITTAL - APRIL 3, 2025

Call at least two full working days before you begin excavation.
ARIZONA811
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602)263-1100

Designer: LFT/BPM
Drawn by: LFT

Preliminary
Not For
Construction
Or
Recording

Job No.
23-0587

PP01

Sheet No.
1
of 14

23-0587
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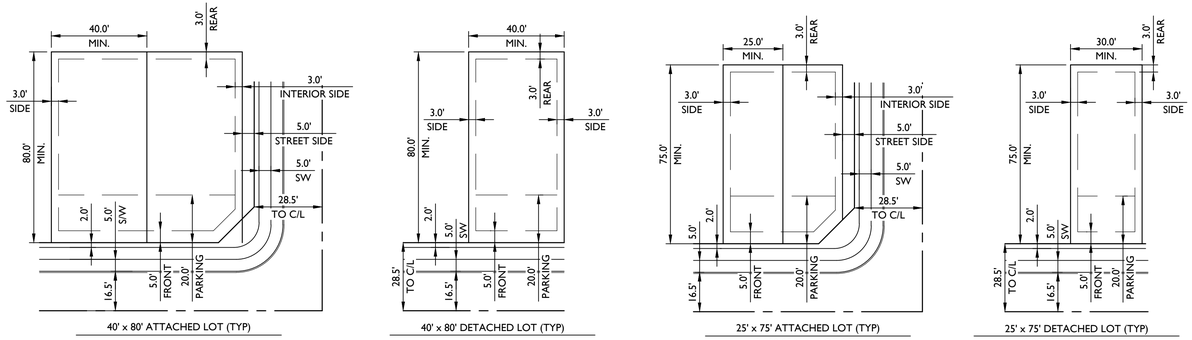
TYPICAL LOT DETAILS



LEGEND

●	PROPERTY CORNER	R/W	RIGHT-OF-WAY
	FIRE HYDRANT (FH)	S/W	SIDEWALK
	MANHOLE	PUE	PUBLIC UTILITY EASEMENT
	SEWER MANHOLE	SVTE	21' X 21' SIGHT VISIBILITY TRIANGLE EASEMENT
ESMT	EASEMENT	SVTE*	33' X 33' SIGHT VISIBILITY TRIANGLE EASEMENT
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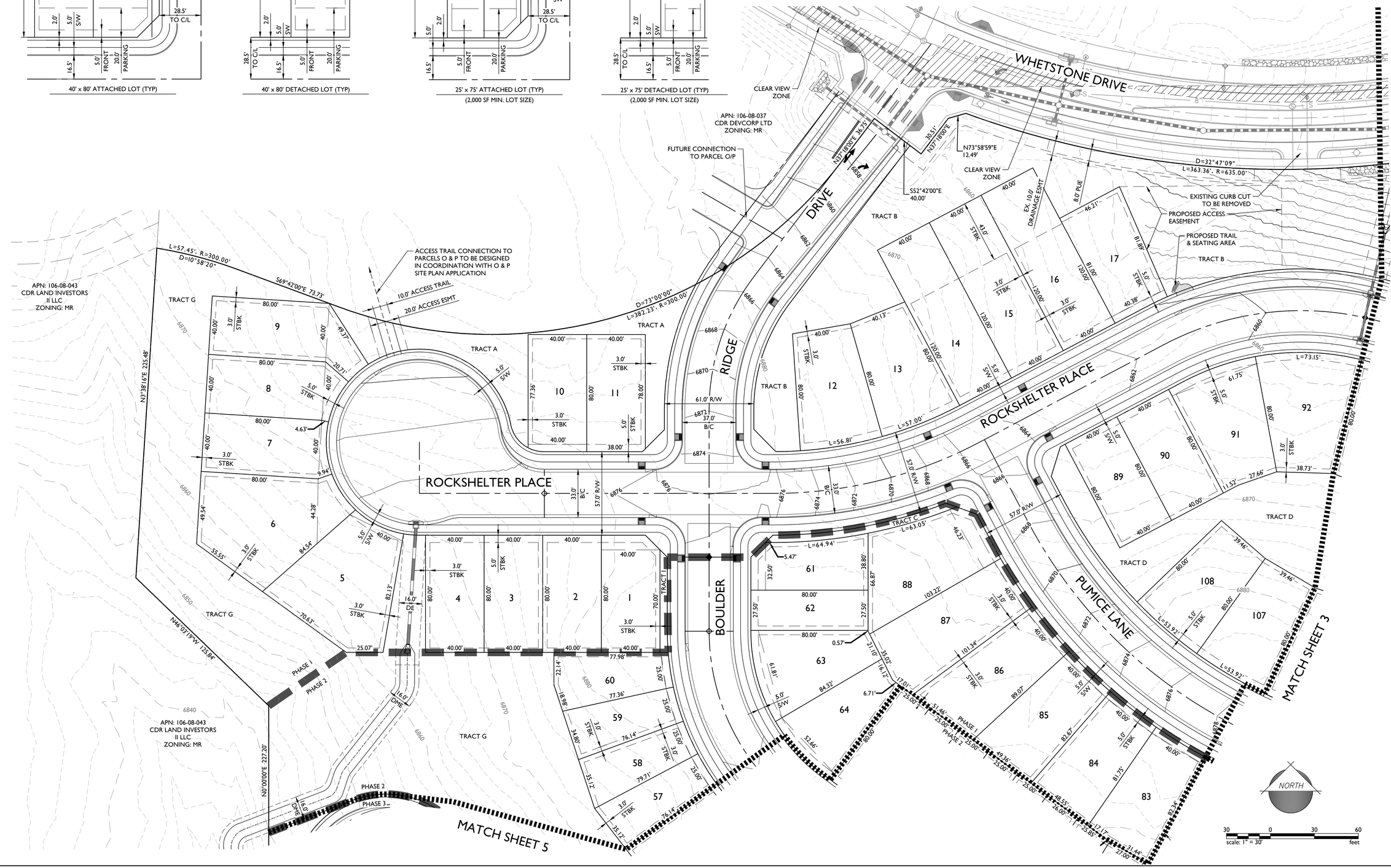

1130 N Alma School Road
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EPS GROUP

Project:

Canyon Del Rio - The Highlands

Flagstaff, Arizona

Preliminary Plat

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Designer: LFT/BPM
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PP02

Sheet No.
2
of 14

23-0587
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NORTHWEST CORNER
SECTION 24, T21N, R7E
FOUND 2x2 SQUARE ROD
WITH PUNCH MARK

N89°34'20"E 2655.62' (BASIS OF BEARING)

NORTH QUARTER CORNER
SECTION 24, T21N, R7E
FOUND 2.5" ALUMINUM CAP

N0°25'39"W 2644.84'

NOTE

A FUTURE RIGHT-OF-WAY DEDICATION MAY BE REQUIRED AT THE INTERSECTION OF WHETSTONE DRIVE AND THE FUTURE J.W. POWELL BOULEVARD ALIGNMENT (CURRENTLY 4TH STREET) TO ALLOW FOR A POTENTIAL ROUNDABOUT. IF IT IS DETERMINED THAT THE DEDICATION IS REQUIRED, RIGHT-OF-WAY WILL BE DEDICATED ON THE FINAL PLAT.

WHETSTONE DRIVE
70.0' R/W
D=32°47'09"
L=363.36', R=635.00'
N77°12'34"E 234.88'
D=8°29'02"
L=94.03', R=635.00'
8.0' PUE
EX. 10.0' DRAINAGE ESMT
PROPOSED 106' R/W BY OTHERS
20.0' DRAINAGE ESMT
CLEAR VIEW ZONE
DME
1.0' VNAE
L=92.73', R=855.00'
D=12°54'56"
8.0' PUE
MODIFIED EXTENDED DETENTION BASIN
FOURTH STREET
APN: 106-08-042
CDR DEVCORP LTD
ZONING: MR
S11°46'58"E 42.05'
20.0'
20.0'
59.0' B/C
532.95'
N78°13'02"E 20.00'
S11°46'58"E 125.07'
MODIFIED EXTENDED DETENTION BASIN
1.0' VNAE
N89°30'31"E 23.15'
N0°25'29"W 2648.28'
S4°40'07"W 373.09'
2115.33'
TRACT B
TRACT D
PROPOSED TRAIL & SEATING AREA
PROPOSED ACCESS EASEMENT
ROCKSHELTER PLACE
PUMICE LANE
MATCH SHEET 2
MATCH SHEET 4
PHASE 1
PHASE 2
18 19 20 21 22 23 24 25 26 27 28 29 93 94 95 96 97 98 99 100 101 102 103 104 105 106
SOUTH QUARTER CORNER
SECTION 24, T21N, R7E
FOUND BLM BRASS CAP

LEGEND

- PROPERTY CORNER
- FIRE HYDRANT (FH)
- MANHOLE
- SEWER MANHOLE
- ESMT EASEMENT
- IEE INGRESS & EGRESS EASEMENT
- IE IRRIGATION EASEMENT
- PAE PEDESTRIAN ACCESS EASEMENT
- R/W RIGHT-OF-WAY
- S/W SIDEWALK
- PUE PUBLIC UTILITY EASEMENT
- SVTE 21' X 21' SIGHT VISIBILITY TRIANGLE EASEMENT
- SVTE* 33' X 33' SIGHT VISIBILITY TRIANGLE EASEMENT
- VNAE VEHICULAR NON-ACCESS EASEMENT
- DME DRAINAGE MAINTENANCE EASEMENT
- DE DRAINAGE EASEMENT
- PROPERTY BOUNDARY
- STREET CENTERLINE
- STREET RIGHT-OF-WAY
- EASEMENT
- LOT LINE
- SEWER LINE
- WATER LINE
- 1' VEHICULAR NON-ACCESS EASEMENT
- PHASE LINE
- SHEET MATCH LINE

NORTH

30 0 30 60
scale: 1" = 30' feet

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Project:
Canyon Del Rio - The Highlands
Flagstaff, Arizona

Preliminary Plat

Revisions:
1ST SUBMITTAL - JULY 23, 2024
2ND SUBMITTAL - JANUARY 30, 2025
3RD SUBMITTAL - APRIL 3, 2025

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Drawn by: LFT

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PP03

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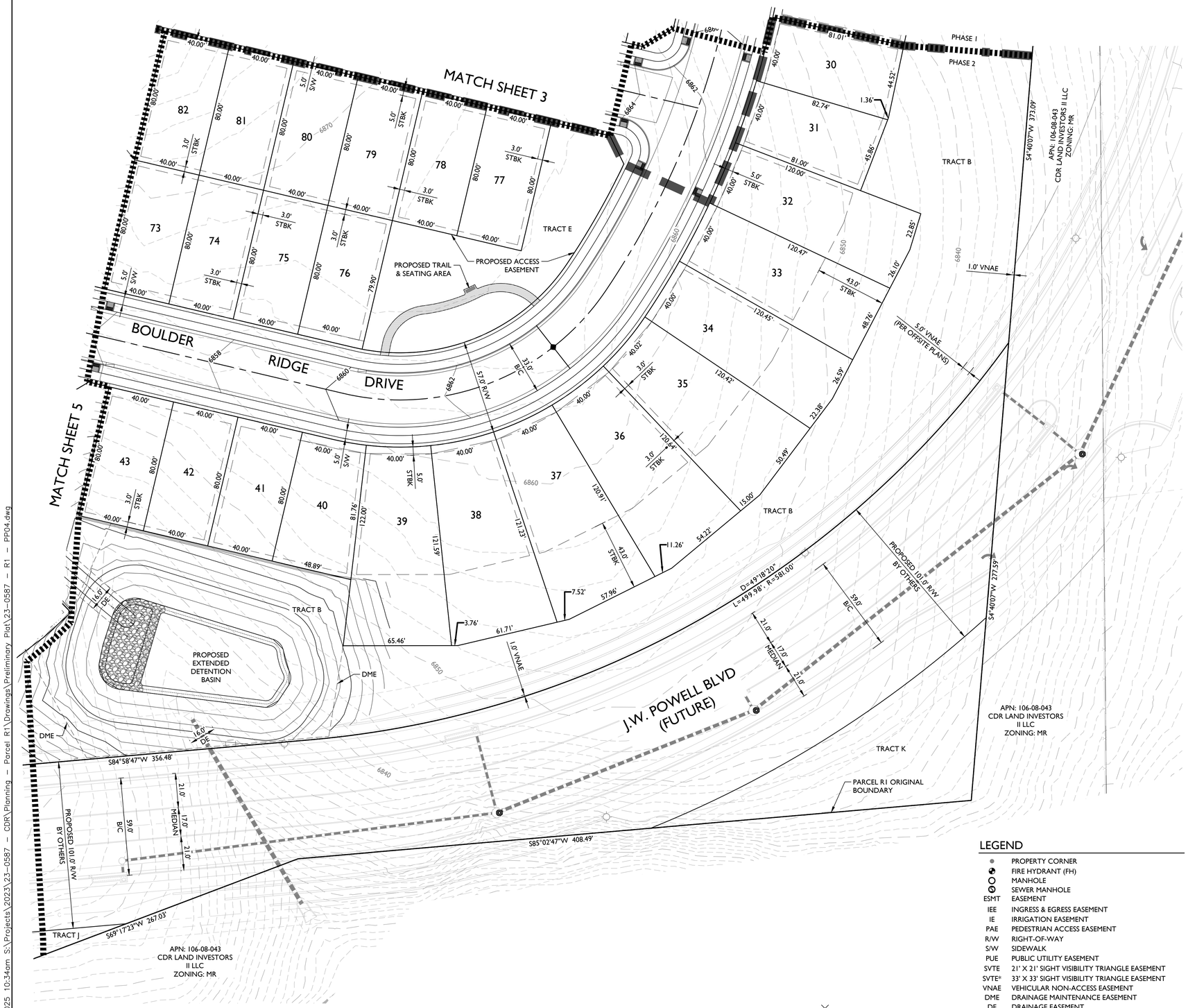

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
1	3,150	0.072
2	3,200	0.073
3	3,200	0.073
4	3,200	0.073
5	5,508	0.126
6	5,823	0.134
7	3,401	0.078
8	3,560	0.082
9	3,963	0.091
10	3,191	0.073
11	3,198	0.073
12	3,903	0.090
13	3,916	0.090
14	4,800	0.110
15	4,800	0.110
16	4,800	0.110
17	3,497	0.080
18	3,739	0.086
19	3,246	0.075
20	3,200	0.073
21	3,200	0.073
22	4,800	0.110
23	4,800	0.110
24	5,237	0.120
25	6,396	0.147
26	3,917	0.090
27	3,950	0.091
28	3,943	0.091
29	3,510	0.081
30	3,490	0.080
31	3,486	0.080
32	5,353	0.123
33	5,309	0.122
34	5,361	0.123
35	6,295	0.145
36	6,294	0.144
37	6,293	0.144
38	6,292	0.144
39	6,290	0.144
40	3,545	0.081
41	3,200	0.073
42	3,200	0.073
43	3,200	0.073
44	2,411	0.055
45	2,125	0.049
46	2,155	0.049
47	2,155	0.049
48	2,109	0.048
49	2,000	0.046
50	2,000	0.046

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
51	2,000	0.046
52	2,000	0.046
53	2,000	0.046
54	2,094	0.048
55	2,363	0.054
56	2,256	0.052
57	2,296	0.053
58	2,296	0.053
59	2,256	0.052
60	2,549	0.059
61	2,685	0.062
62	2,200	0.051
63	3,582	0.082
64	3,176	0.073
65	2,000	0.046
66	2,000	0.046
67	2,000	0.046
68	2,000	0.046
69	2,000	0.046
70	2,157	0.050
71	2,331	0.054
72	2,317	0.053
73	3,200	0.073
74	3,200	0.073
75	3,200	0.073
76	3,200	0.073
77	3,200	0.073
78	3,200	0.073
79	3,200	0.073
80	3,200	0.073
81	3,200	0.073
82	3,200	0.073
83	3,622	0.083
84	3,597	0.083
85	3,774	0.087
86	4,234	0.097
87	4,726	0.108
88	4,569	0.105
89	3,200	0.073
90	3,200	0.073
91	4,134	0.095
92	4,540	0.104
93	4,044	0.093
94	3,200	0.073
95	3,200	0.073
96	3,200	0.073
97	3,200	0.073
98	3,200	0.073
99	3,200	0.073
100	3,200	0.073

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
101	3,200	0.073
102	3,200	0.073
103	3,200	0.073
104	3,200	0.073
105	3,299	0.076
106	3,773	0.087
107	3,761	0.086
108	3,761	0.086
109	2,307	0.053
110	2,345	0.054
111	2,390	0.055
112	2,464	0.057
113	2,492	0.057
114	2,048	0.047
115	2,000	0.046
116	2,000	0.046
117	2,000	0.046
118	2,000	0.046
119	2,000	0.046
120	2,000	0.046
121	2,000	0.046
122	2,014	0.046
123	2,942	0.068
124	2,005	0.046
125	2,000	0.046
126	2,000	0.046
127	2,000	0.046
128	2,000	0.046
129	2,000	0.046
130	2,000	0.046
131	2,000	0.046
132	2,000	0.046
133	2,520	0.058
134	2,522	0.058
135	2,088	0.048
136	2,000	0.046
137	2,000	0.046
138	2,000	0.046
139	2,000	0.046
140	2,000	0.046
141	2,000	0.046
TOTAL	445,739	10.222

LEGEND

- PROPERTY CORNER
- FIRE HYDRANT (FH)
- MANHOLE
- SEWER MANHOLE
- ESMT EASEMENT
- IEE INGRESS & EGRESS EASEMENT
- IE IRRIGATION EASEMENT
- PAE PEDESTRIAN ACCESS EASEMENT
- R/W RIGHT-OF-WAY
- S/W SIDEWALK
- PUE PUBLIC UTILITY EASEMENT
- SVTE 21' X 21' SIGHT VISIBILITY TRIANGLE EASEMENT
- SVTE* 33' X 33' SIGHT VISIBILITY TRIANGLE EASEMENT
- VNAE VEHICULAR NON-ACCESS EASEMENT
- DME DRAINAGE MAINTENANCE EASEMENT
- DE DRAINAGE EASEMENT
- PROPERTY BOUNDARY
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TRACT USE TABLE			
TRACT	USE	AREA (SF)	AREA (AC)
TRACT A	LANDSCAPE / COMMON SPACE / PEDESTRIAN ACCESS TRAIL & EASEMENT	5,847	0.134
TRACT B	LANDSCAPE / COMMON SPACE / DRAINAGE / PEDESTRIAN ACCESS EASEMENT	188,160	4.320
TRACT C	LANDSCAPE / COMMON SPACE	636	0.015
TRACT D	LANDSCAPE / COMMON SPACE / PEDESTRIAN ACCESS EASEMENT	29,009	0.666
TRACT E	LANDSCAPE / COMMON SPACE / PEDESTRIAN ACCESS EASEMENT	9,472	0.217
TRACT F	LANDSCAPE / COMMON SPACE / PEDESTRIAN ACCESS EASEMENT	18,671	0.429
TRACT G	LANDSCAPE / COMMON SPACE / DRAINAGE	85,232	1.957
TRACT H	LANDSCAPE / COMMON SPACE / DRAINAGE / PEDESTRIAN ACCESS EASEMENT	22,286	0.512
TRACT I	LANDSCAPE / COMMON SPACE	340	0.008
TRACT J	COMMON SPACE	9,073	0.208
TRACT K	COMMON SPACE	8,939	0.205
TOTAL		377,666	8.671

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MATCH SHEET 2

PHASE 1
PHASE 2
PHASE 3

BOULDER RIDGE DRIVE

GRANITE ROCK PLACE

QUARRY WAY

GRANITE ROCK PL.

J.W. POWELL BLVD (FUTURE)

MATCH SHEET 4

TRACT F
TRACT G
TRACT H
TRACT B
TRACT J

PROPOSED ACCESS EASEMENT
PROPOSED SEATING AREA
PROPOSED TRAIL & SEATING AREA

APN: 106-08-043
CDR LAND INVESTORS II LLC
ZONING: MR

BASIN OUTFALLS TO REGIONAL DETENTION BASIN ON SOUTH SIDE OF JW POWELL BLVD

CLEAR VIEW ZONE

PROPOSED 101.0' R/W BY OTHERS

PARCEL R1 ORIGINAL BOUNDARY

APN: 106-08-043
CDR LAND INVESTORS II LLC
ZONING: MR

LEGEND

- PROPERTY CORNER
- FIRE HYDRANT (FH)
- MANHOLE
- SEWER MANHOLE
- ESMT EASEMENT
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- LOT LINE
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- WATER LINE
- 1' VEHICULAR NON-ACCESS EASEMENT
- PHASE LINE
- SHEET MATCH LINE

NORTH

scale: 1" = 30'

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Project:
Canyon Del Rio - The Highlands
Flagstaff, Arizona

Preliminary Plat

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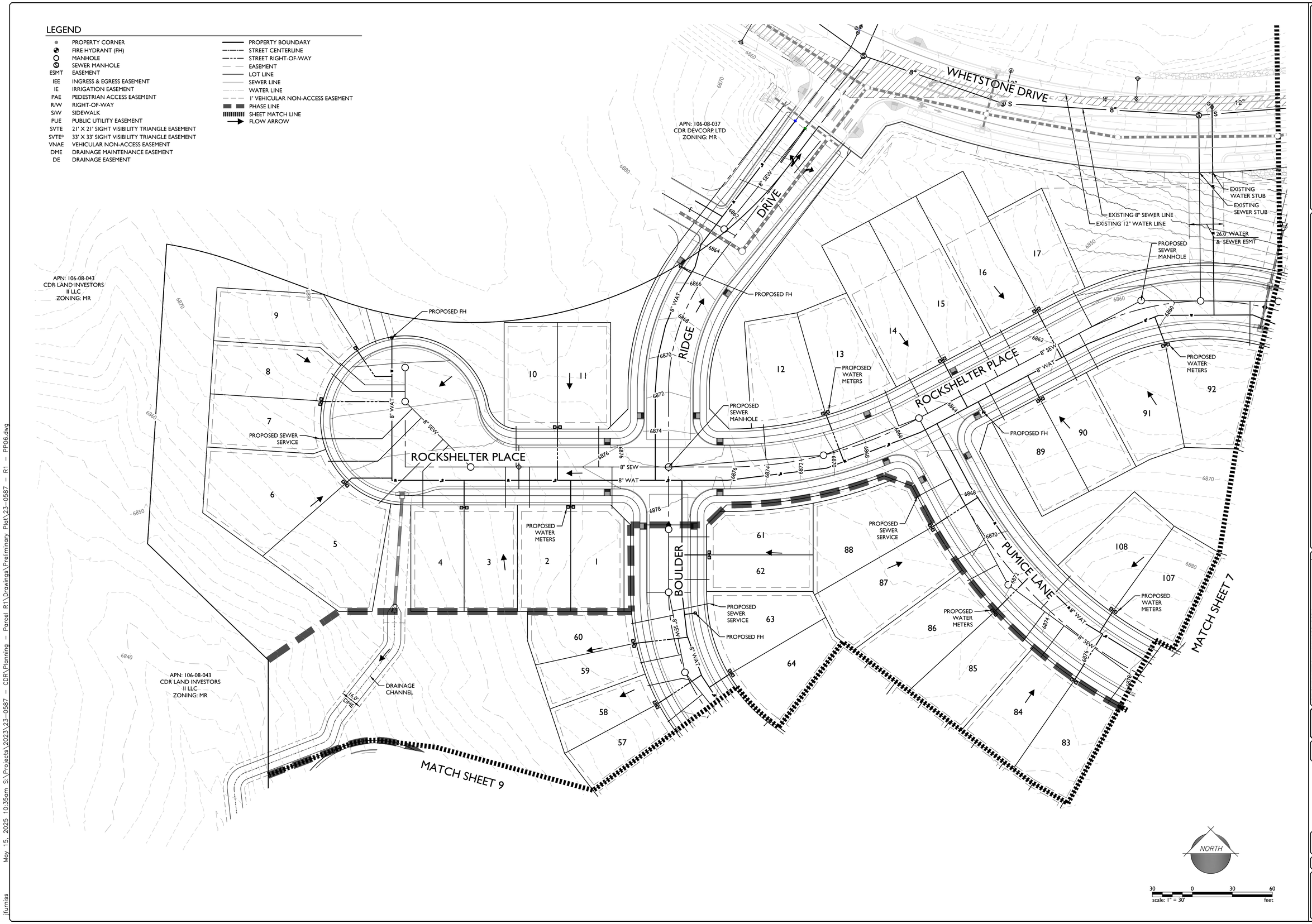

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Project: Canyon Del Rio - The Highlands
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Existing & Proposed Site Conditions

Revisions:
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PP06

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LEGEND

- PROPERTY CORNER
- FIRE HYDRANT (FH)
- MANHOLE
- SEWER MANHOLE
- ESMT EASEMENT
- IEE INGRESS & EGRESS EASEMENT
- IE IRRIGATION EASEMENT
- PAE PEDESTRIAN ACCESS EASEMENT
- R/W RIGHT-OF-WAY
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- WATER LINE
- 1' VEHICULAR NON-ACCESS EASEMENT
- PHASE LINE
- SHEET MATCH LINE

NORTH

30 0 30 60
scale: 1" = 30' feet

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Project:
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Flagstaff, Arizona

Existing & Proposed Site Conditions

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PP07

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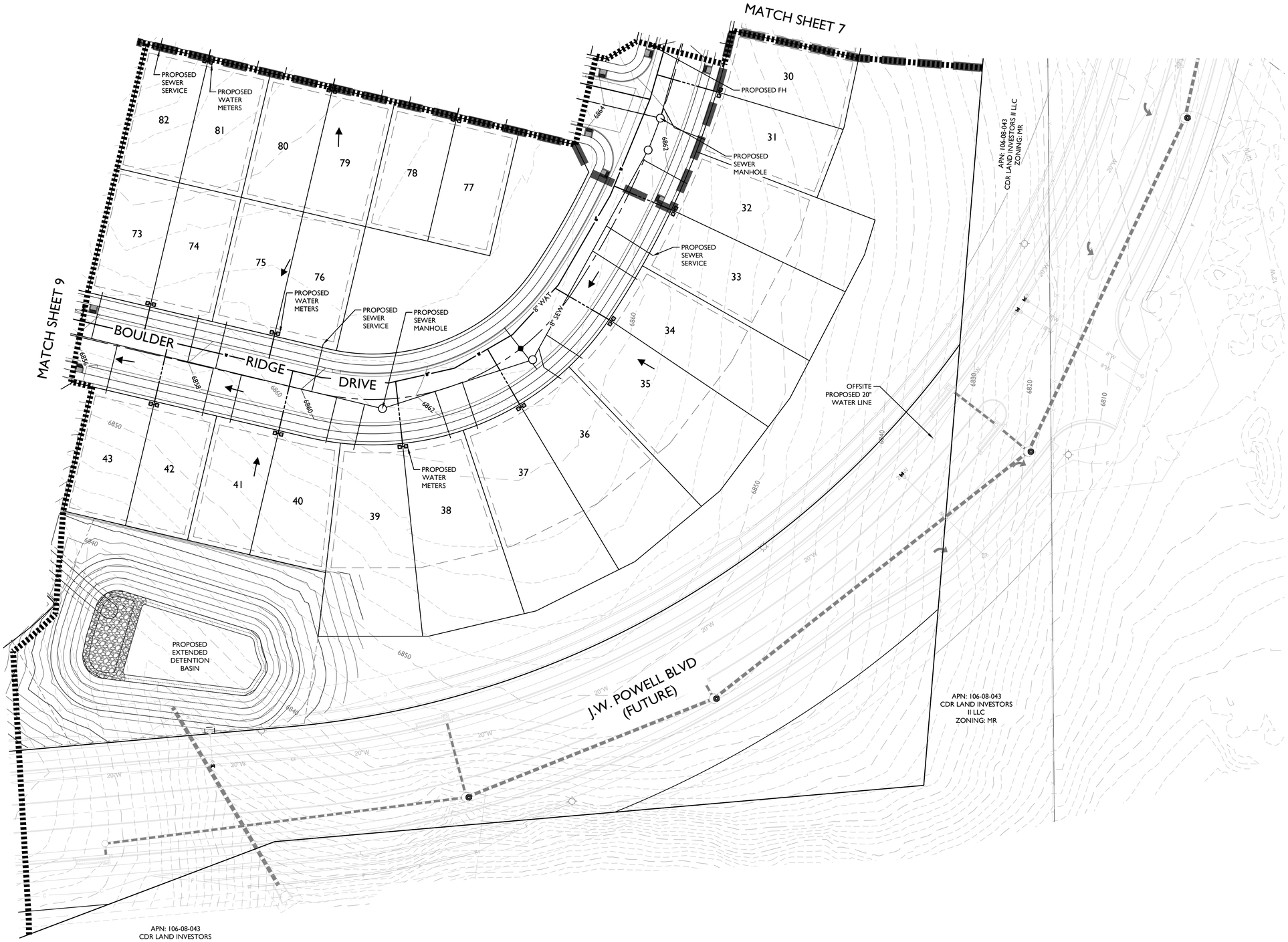

LEGEND

●	PROPERTY CORNER
	FIRE HYDRANT (FH)
	MANHOLE
	SEWER MANHOLE
ESMT	EASEMENT
IEE	INGRESS & EGRESS EASEMENT
IE	IRRIGATION EASEMENT
PAE	PEDESTRIAN ACCESS EASEMENT
R/W	RIGHT-OF-WAY
S/W	SIDEWALK
PUE	PUBLIC UTILITY EASEMENT
SVTE	21' X 21' SIGHT VISIBILITY TRIANGLE EASEMENT
SVTE*	33' X 33' SIGHT VISIBILITY TRIANGLE EASEMENT
VNAE	VEHICULAR NON-ACCESS EASEMENT
DME	DRAINAGE MAINTENANCE EASEMENT
DE	DRAINAGE EASEMENT
	PROPERTY BOUNDARY
	STREET CENTERLINE
	STREET RIGHT-OF-WAY
	EASEMENT
	LOT LINE
	SEWER LINE
	WATER LINE
	1' VEHICULAR NON-ACCESS EASEMENT
	PHASE LINE
	SHEET MATCH LINE

NORTH

30 0 30 60
scale: 1" = 30' feet

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MATCH SHEET 6
MATCH SHEET 8
BOULDER RIDGE DRIVE
GRANITE ROCK PLACE
QUARRY WAY
J.W. POWELL BLVD (FUTURE)
PROPOSED FH
PROPOSED WATER METERS
PROPOSED SEWER MANHOLE
PROPOSED SEWER SERVICE
PROPOSED CATCH BASIN & STORM DRAIN
DRAINAGE SWALE
DRAINAGE CHANNEL
OFFSITE PROPOSED 20" WATER LINE
JW POWELL PROPOSED 8" SEWER LINE
APN: 106-08-043
CDR LAND INVESTORS II LLC
ZONING: MR
8" WAT
8" SEW
8"SS
16.0' DME
20' DE
20'W
6' SW
6850
6840
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6870
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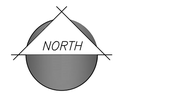

60 0 60 120
scale: 1" = 60' feet

FOREST RESOURCE CALCULATIONS

FOREST RESOURCES - PARCEL R1	
TREE CANOPY AREA OUTSIDE OF SLOPE RESOURCES	**RESIDENTIAL**
REQUIRED PRESERVATION RATE	47.5% OF CANOPY AREA
TREE CANOPY AREA OUTSIDE OF SLOPE RESOURCES WITHIN SUBJECT PARCEL (SF)	274,762
REQUIRED PRESERVED TREE CANOPY AREA (SF)	130,512
PRESERVED TREE CANOPY AREA OUTSIDE OF SLOPE RESOURCES (SF)	110,768
PRESERVATION RATE (PRIOR TO SLOPE CONVERSION AND SLOPE TREES)	40.3%
EXCESS PRESERVED SLOPE CONVERSION TO TREE CANOPY AREA	**RESIDENTIAL**
EXCESS PRESERVED SLOPE AREA (SF)	14,104
CONVERSION OF EXCESS SLOPE TO EVERY 50 SF	282
AVERAGE TREE CANOPY AREA (SF)	79
CONVERSION OF EXCESS SLOPE AREA TO TREE CANOPY AREA(SF)	22,155
PRESERVED TREE CANOPY AREA WITHIN SLOPE RESOURCES	**RESIDENTIAL**
PRESERVED TREE CANOPY AREA WITHIN SLOPE RESOURCES (SF)	42,720
CONVERSION OF TREE CANOPY AREA WITHIN SLOPE TO EVERY 50 SF	854
AVERAGE TREE CANOPY AREA (SF)	79
CONVERSION OF TREE CANOPY AREA WITHIN SLOPES TO AVERAGE TREE CANOPY (SF)	67,105
25% OF TREE CANOPY WITHIN SLOPE RESOURCES (SF)	16,776
TOTAL FOREST RESOURCES	**RESIDENTIAL**
TOTAL TREE CANOPY AREA PRESERVED (SF)	149,699
TOTAL PRESERVATION RATE WITHIN PARCEL R1	54.5%
TREE RESOURCES USED FROM TREE RESOURCE BUDGET	-19,187
TOTAL REQUIRED PRESERVATION RATE PARCEL R1	**47.5%**

SLOPE PROTECTION LEGEND

- UNDISTURBED 17%-24.99% SLOPE AREA
- DISTURBED 17%-24.99% SLOPE AREA
- UNDISTURBED 25%-34.09% SLOPE AREA
- DISTURBED 25%-34.99% SLOPE AREA

FOREST RESOURCES LEGEND

- EXISTING TREE CANOPY - UNDISTURBED
- EXISTING TREE CANOPY - DISTURBED
- EXISTING TREE CANOPY WITHIN SLOPE ZONE

LEGEND

- PROPERTY CORNER
- FIRE HYDRANT (FH)
- MANHOLE
- SEWER MANHOLE
- ESMT EASEMENT
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Flagstaff, Arizona

Natural Resource Protection Plan - Forest

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SLOPE PROTECTION CALCULATIONS

STEEP SLOPE RESOURCES - PARCEL R1	
STEEP SLOPE RESOURCES 17-24.99%	RESIDENTIAL
REQUIRED PRESERVATION RATE FOR 17-24.99%	66.5% OF SLOPE AREA
SLOPE AREA WITHIN SUBJECT PARCEL (SF) FOR 17-24.99%	123,132
REQUIRED PRESERVATION (SF)	81,883
PRESERVED SLOPE (SF)	96,388
PRESERVATION RATE WITHIN PARCEL R1	78.3%
EXCESS PRESERVED SLOPE FOR 17-24.99% (SF)	14,505
SLOPE RESOURCES USED FROM SLOPE RESOURCE BUDGET	0
STEEP SLOPE RESOURCES 25-34.99%	RESIDENTIAL
REQUIRED PRESERVATION RATE FOR 25-34.99%	76% OF SLOPE AREA
SLOPE AREA WITHIN SUBJECT PARCEL (SF) FOR 24.99-34.99%	9,840
REQUIRED PRESERVATION (SF)	7,478
PRESERVED SLOPE (SF)	7,077
PRESERVATION RATE WITHIN PARCEL R1	72%
EXCESS PRESERVED SLOPE FOR 25-34.99% (SF)	-401
SLOPE RESOURCES USED FROM SLOPE RESOURCE BUDGET	0
STEEP SLOPE RESOURCES >35%	RESIDENTIAL
REQUIRED PRESERVATION RATE FOR >35%	100% OF SLOPE AREA
SLOPE AREA WITHIN SUBJECT PARCEL (SF) FOR >35%	0
REQUIRED PRESERVATION (SF)	0
PRESERVED SLOPE (SF)	0
PRESERVATION RATE WITHIN PARCEL R1	0
EXCESS PRESERVED SLOPE FOR >35% (SF)	0
SLOPE RESOURCES USED FROM SLOPE RESOURCE BUDGET	0
TOTAL SLOPE RESOURCES	RESIDENTIAL
TOTAL EXCESS PRESERVED SLOPE AREA (SF)	**14,104**

SLOPE PROTECTION LEGEND

- UNDISTURBED 17%-24.99% SLOPE AREA
- DISTURBED 17%-24.99% SLOPE AREA
- UNDISTURBED 25%-34.09% SLOPE AREA
- DISTURBED 25%-34.99% SLOPE AREA

LEGEND

- PROPERTY CORNER
- FIRE HYDRANT (FH)
- MANHOLE
- SEWER MANHOLE
- ESMT EASEMENT
- IEE INGRESS & EGRESS EASEMENT
- IE IRRIGATION EASEMENT
- PAE PEDESTRIAN ACCESS EASEMENT
- R/W RIGHT-OF-WAY
- S/W SIDEWALK
- PUE PUBLIC UTILITY EASEMENT
- SVTE 21' X 21' SIGHT VISIBILITY TRIANGLE EASEMENT
- SVTE® 33' X 33' SIGHT VISIBILITY TRIANGLE EASEMENT
- VNAE VEHICULAR NON-ACCESS EASEMENT
- DME DRAINAGE MAINTENANCE EASEMENT
- DE DRAINAGE EASEMENT
- PROPERTY BOUNDARY
- STREET CENTERLINE
- STREET RIGHT-OF-WAY
- EASEMENT
- LOT LINE
- SEWER LINE
- WATER LINE
- 1' VEHICULAR NON-ACCESS EASEMENT
- PHASE LINE
- SHEET MATCH LINE

NORTH

60 0 60 120
scale: 1" = 60' feet

EPS GROUP
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Suite 120
Mesa, AZ 85201
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Project:
Canyon Del Rio - The Highlands
Flagstaff, Arizona

Natural Resource Protection Plan - Slope

Revisions:
1ST SUBMITTAL - JULY 23, 2024
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jfurniss

RESOURCE BANK FOR CDR

SUMMARY TABLE OF TREE RESOURCES FOR CDR

BLOCK/TRACT	LAND USE ZONE	EXISTING TREE CANOPY ($SF)_1$	REQUIRED TREE PRESERVATION RATE	REQUIRED TREE CANOPY AREA TO BE PRESERVED ($SF)_2$	TREE CANOPY AREA PRESERVED ($SF)_3$	PERCENT TREE CANOPY AREA PRESERVED$_4$	NOTES
RESIDENTIAL							
G	MR	109,957	47.5%	52,230	67,898	61.7%	APPROVED
I	R1	167,950	47.5%	79,776	104,742	62.4%	APPROVED
N	MR	80,670	47.5%	38,318	38,905	48.2%	PROPOSED
O-P	MR	126,838	47.5%	60,248	65,094	51.3%	PROPOSED
Q1/Q2	MR	254,459	47.5%	120,868	254,459	100.0%	UNDEVELOPED
Q3	MR	80,639	47.5%	38,303	80,639	100.0%	UNDEVELOPED
R1	MR	274,762	47.5%	130,512	149,699	54.5%	PROPOSED
R2/R3	MR	381,881	47.5%	181,393	378,661	99.2%	UNDEVELOPED
R4/R5	MR	338,672	47.5%	160,869	338,672	100.0%	UNDEVELOPED
S	R1	215,995	47.5%	102,598	215,995	100.0%	UNDEVELOPED
Y	MR	806	47.5%	383	806	100.0%	DRAINAGE
ZZ	MR	0	47.5%	0	0	100.0%	DRAINAGE
A	MR	17,056	47.5%	8,102	17,056	100.0%	PUBLIC LANDS
B	MR	59,839	47.5%	28,424	59,839	100.0%	PUBLIC LANDS
RESIDENTIAL TOTAL:		**2,109,524**	**47.5%**	**1,002,024**	**1,772,465**	**84%**	

Tree Resource Notes:

THE FLAGSTAFF RESOURCE TEXT AMENDMENT HAS BEEN APPROVED BY THE CITY COUNCIL. PER THE DEVELOPMENT AGREEMENT IT HAS BEEN APPLIED RETROACTIVELY TO THE ENTIRE CDR PROPERTY. THIS NATURAL RESOURCE PROTECTION PLAN PROVIDES AN UPDATED RESOURCE BANK FOR ALL OF THE RESIDENTIAL PARCELS IN CANYON DEL RIO.

1. EXISTING TREE CANOPY INCLUDES TREES WITHIN THE PARCEL OUTSIDE OF SLOPE RESOURCES.

2. THIS IS CALCULATED BASED ON THE EXISTING TREE CANOPY AS DESCRIBED IN NOTE 1.

3. THIS TABLE DOES NOT INCLUDE CREDIT FOR FOREST RESOURCES IN STEEP SLOPE AREA. DURING DEVELOPMENT OF THE INDIVIDUAL SITES, THIS CREDIT MAY BE ADDED TO THE RESOURCE TOTALS. PER 10-20.90.060, UP TO 25 PERCENT OF THE FOREST RESOURCES IN THE STEEP SLOPE AREA MAY BE COUNTED TOWARDS THE REQUIRED AMOUNT OF FOREST RESOURCES FOR THE ENTIRE SITE AT A RATIO OF ONE CREDIT POINT FOR FOREST RESOURCES TO 50 SQUARE FEET OF SLOPE AREA.

4. PARCELS E1, E2, F, K1, K2, J1, AND J2, WILL BE REQUIRED TO MEET CITY OF FLAGSTAFF RESOURCE PRESERVATION REQUIREMENTS AS INDIVIDUAL STANDALONE DEVELOPMENTS. RESOURCES WITHIN COMMERCIAL AREAS TO BE TRANSFERRED AND REALLOCATED TO OTHER COMMERCIAL AREAS. THOSE PARCELS HAVE BEEN REMOVED FROM THE TABLE.

5. THE COMMERCIAL TREE RESOURCE TARGET IS INDICATED WITH A YELLOW HIGHLIGHT. THE COMMERCIAL TREE RESROUCE BUDGET IS INDICATED WITH AN ORANGE HIGHLIGHT. EACH OF THE COMMERCIAL PARCELS MUST MEET CITY OF FLAGSTAFF TREE RESOURCE PRESERVATION REQUIREMENTS AS INDIVIDUAL STANDALONE DEVELOPMENTS AS DESCRIBED IN NOTE 5. HOWEVER, AT THE COMPLETION OR APPROVAL OF ALL COMMERCIAL DEVELOPMENTS THE BUDGET MUST BE AT OR ABOVE THE TARGET. RESOURCES WITHIN COMMERCIAL AREAS TO BE

6. THE RESIDENTIAL TREE RESOURCE TARGET IS INDICATED WITH A GREEN HIGHLIGHT. THE RESIDENTIAL TREE RESROUCE BUDGET IS INDICATED WITH AN BLUE HIGHLIGHT. AT THE COMPLETION OF ALL RESDIENTIAL DEVELOPMENTS THE BUDGET MUST BE AT OR ABOVE THE TARGET.

7. APPROVED OR COMPLETED PARCEL DEVELOPMENTS ARE INDICATED WITH A PURPLE HIGHLIGHT. AS PARCEL DEVELOPMENTS ARE SUBMITTED, THE TABLE ABOVE WILL BE UPDATED TO TRACK PROGRESS OF THE BUDGET VS THE TARGET AS DESCRIBED IN NOTES 7 AND 8.

8. ALL PARCELS, EXCLUDING PHASE 1 ROADWAYS, HAVE BEEN THINNED ACCORDING TO THE FIRE-WISE PROGRAM SINCE THE NRPP WAS APPROVED FOR THE PHASE 1 INFRASTRUCTURE.

SUMMARY TABLE OF SLOPE RESOURCES 17-24.99% FOR CDR

BLOCK/TRACT	LAND USE ZONE	EXISTING SLOPE AREA ($SF)_1$	REQUIRED SLOPE (17-24.99%) PRESERVATION RATE	REQUIRED SLOPE AREA TO BE PRESERVED ($SF)_2$	SLOPE AREA PRESERVED (SF)	PERCENT SLOPE AREA PRESERVED	NOTES
RESIDENTIAL							
G	MR	19,191	66.5%	12,762	12,199	63.6%	APPROVED
I	R1	30,394	66.5%	20,212	27,772	91.4%	APPROVED
N	MR	50,079	66.5%	33,303	33,203	66.3%	PROPOSED
O-P	MR	0	66.5%	0	0	0.0%	PROPOSED
Q1/Q2	MR	0	66.5%	0	0	100.0%	UNDEVELOPED
Q3	MR	25,282	66.5%	16,813	25,282	100.0%	UNDEVELOPED
R1	MR	123,132	66.5%	81,883	96,388	78.3%	PROPOSED
R2/R3	MR	162,979	66.5%	108,381	159,092	97.6%	UNDEVELOPED
R4/R5	MR	226,045	66.5%	150,320	226,045	100.0%	UNDEVELOPED
S	R1	22,167	66.5%	14,741	22,167	100.0%	UNDEVELOPED
Y	MR	5,449	66.5%	3,624	5,449	100.0%	DRAINAGE
ZZ	MR	17,369	66.5%	11,551	17,369	100.0%	DRAINAGE
A	MR	657	66.5%	437	657	100.0%	PUBLIC LANDS
B	MR	13,333	66.5%	8,867	13,333	100.0%	PUBLIC LANDS
RESIDENTIAL TOTAL:		**696,077**	**66.5%**	**462,891**	**638,957**	**92%**	

SUMMARY TABLE OF SLOPE RESOURCES 25-34.99% FOR CDR

BLOCK/TRACT	LAND USE ZONE	EXISTING SLOPE AREA ($SF)_1$	REQUIRED SLOPE (25-34.99%) PRESERVATION RATE	REQUIRED SLOPE AREA TO BE PRESERVED ($SF)_2$	SLOPE AREA PRESERVED (SF)	PERCENT SLOPE AREA PRESERVED	NOTES
RESIDENTIAL							
G	MR	60,480	76%	45,965	50,892	84.1%	APPROVED
I	R1	13,556	76%	10,303	12,997	95.9%	APPROVED
N	MR	1,631	76%	1,240	1,171	71.8%	PROPOSED
O-P	MR	0	76%	0	0	100.0%	PROPOSED
Q1/Q2	MR	0	76%	0	0	100.0%	UNDEVELOPED
Q3	MR	7,277	76%	5,530	7,277	100.0%	UNDEVELOPED
R1	MR	9,840	76%	7,478	7,077	71.9%	PROPOSED
R2/R3	MR	11,085	76%	8,424	11,085	100.0%	UNDEVELOPED
R4/R5	MR	44,373	76%	33,724	44,373	100.0%	UNDEVELOPED
S	R1	36,061	76%	27,406	36,061	100.0%	UNDEVELOPED
Y	MR	0	76%	0	0	100.0%	DRAINAGE
ZZ	MR	0	76%	0	0	100.0%	DRAINAGE
A	MR	3,972	76%	3,019	3,972	100.0%	PUBLIC LANDS
B	MR	17,996	76%	13,677	17,996	100.0%	PUBLIC LANDS
RESIDENTIAL TOTAL:		**206,271**	**76%**	**156,766**	**192,901**	**94%**	

SUMMARY TABLE OF SLOPE RESOURCES +35% FOR CDR

BLOCK/TRACT	LAND USE ZONE	EXISTING SLOPE AREA ($SF)_1$	REQUIRED SLOPE (+35%) PRESERVATION RATE	REQUIRED SLOPE AREA TO BE PRESERVED ($SF)_2$	SLOPE AREA PRESERVED (SF)	PERCENT SLOPE AREA PRESERVED	NOTES
RESIDENTIAL							
G	MR	2,544	100%	2,544	2,544	100.0%	APPROVED
I	R1	3,872	100%	3,872	3,872	100.0%	APPROVED
N	MR	4,179	100%	4,179	4,179	100.0%	PROPOSED
O-P	MR	0	100%	0	0	100.0%	PROPOSED
Q1/Q2	MR	0	100%	0	0	100.0%	UNDEVELOPED
Q3	MR	0	100%	0	0	100.0%	UNDEVELOPED
R1	MR	0	100%	0	0	100.0%	PROPOSED
R2/R3	MR	0	100%	0	0	100.0%	UNDEVELOPED
R4/R5	MR	62,172	100%	62,172	62,172	100.0%	UNDEVELOPED
S	R1	75,953	100%	75,953	75,953	100.0%	UNDEVELOPED
Y	MR	0	100%	0	0	100.0%	DRAINAGE
ZZ	MR	0	100%	0	0	100.0%	DRAINAGE
A	MR	14,023	100%	14,023	14,023	100.0%	PUBLIC LANDS
B	MR	137,739	100%	137,739	137,739	100.0%	PUBLIC LANDS
RESIDENTIAL TOTAL:		**300,482**	**100%**	**300,482**	**300,482**	**100%**	

Slope Resources Notes:

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1. EXISTING SLOPE AREA INCLUDES SLOPE WITHIN THE PARCEL WITH THE REGIONAL DETENTION AND PUBLIC ROADS REMOVED.

2. THIS IS CALCULATED BASED ON THE EXISTING SLOPE AREA AS DESCRIBED IN NOTE 1.

3. PARCELS E1, E2, F, K1, K2, J1, AND J2, WILL BE REQUIRED TO MEET CITY OF FLAGSTAFF RESOURCE PRESERVATION REQUIREMENTS AS INDIVIDUAL STANDALONE DEVELOPMENTS. RESOURCES WITHIN COMMERCIAL AREAS TO BE TRANSFERRED AND REALLOCATED TO OTHER COMMERCIAL AREAS. THEREFORE HAVE BEEN REMOVED FROM THE TABLE.

4. THE RESIDENTIAL SLOPE RESOURCE TARGET IS INDICATED WITH A GREEN HIGHLIGHT. THE RESIDENTIAL SLOPE RESROUCE BUDGET IS INDICATED WITH AN BLUE HIGHLIGHT. AT THE COMPLETION OF ALL RESDIENTIAL DEVELOPMENTS THE BUDGET MUST BE AT OR ABOVE THE TARGET.

5. APPROVED OR COMPLETED PARCEL DEVELOPMENTS ARE INDICATED WITH A PURPLE HIGHLIGHT. AS PARCEL DEVELOPMENTS ARE SUBMITTED, THE TABLE ABOVE WILL BE UPDATED TO TRACK PROGRESS OF THE BUDGET VS THE TARGET AS DESCRIBED IN NOTES 4.

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w w w . e p s g r o u p i n c . c o m
EPS GROUP

Canyon Del Rio - The Highlands
Flagstaff, Arizona
Project:

NRPP Resource Bank

Revisions:
1ST SUBMITTAL - JULY 23, 2024
2ND SUBMITTAL - JANUARY 30, 2025
3RD SUBMITTAL - APRIL 3, 2025

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In Maricopa County: (602)263-1100

Designer: LFT/BPM
Drawn by: LFT

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Job No.
23-0587

PP12

Sheet No.
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of 14

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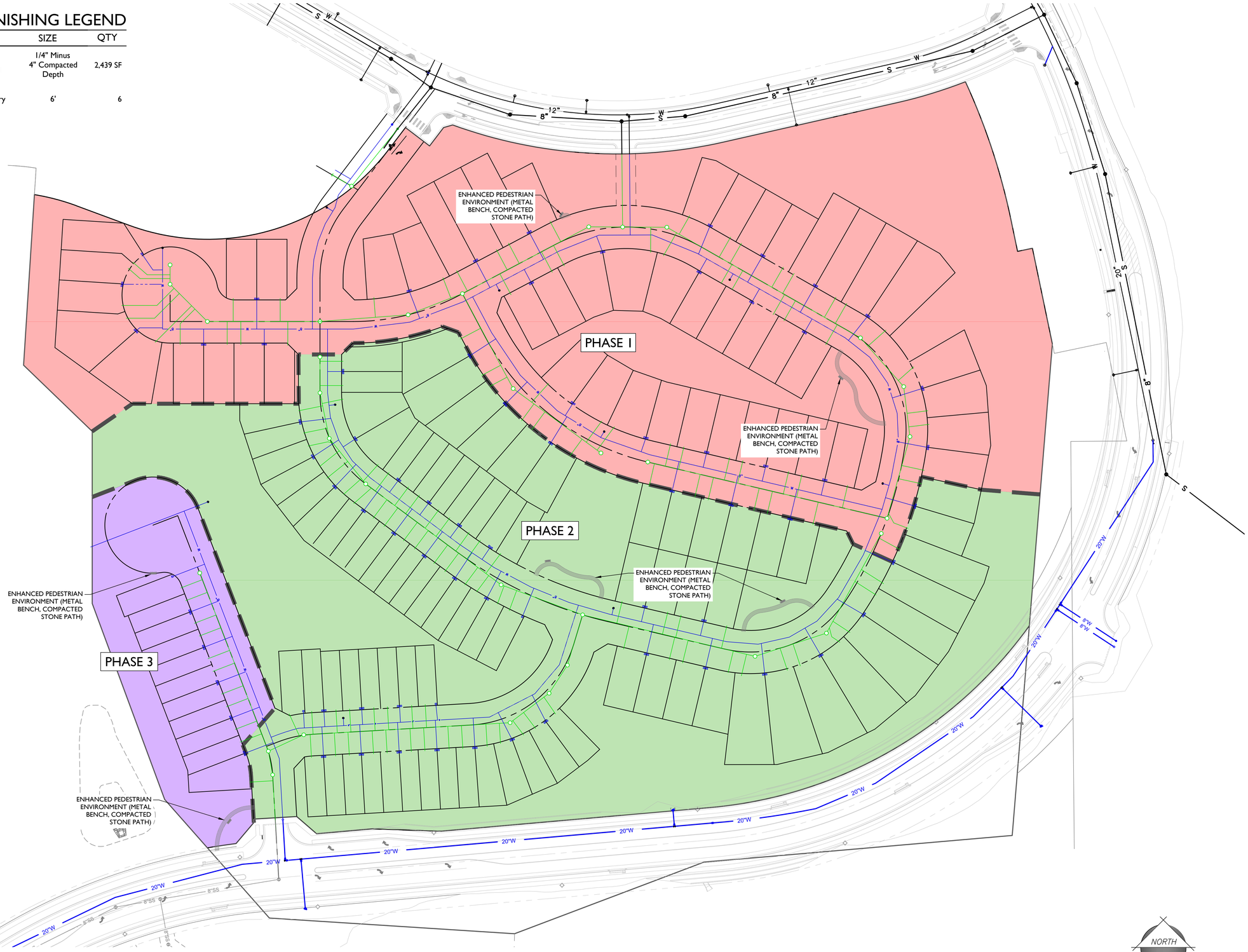
MATERIALS & SITE FURNISHING LEGEND

SYMBOL	ITEM	SIZE	QTY
	Stabilized "Madison Gold" Decomposed Granite or Equal	1/4" Minus 4" Compacted Depth	2,439 SF
	Inground Fairmount Bench - Color: Thermory Ash Brown/Black	6'	6

LEGEND

- PHASE 1
- PHASE 2
- PHASE 3
- PHASE LINE
- WATER LINE
- SEWER LINE



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Mesa, AZ 85201
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Canyon Del Rio - The Highlands
Flagstaff, Arizona

Phasing Plan

Revisions:
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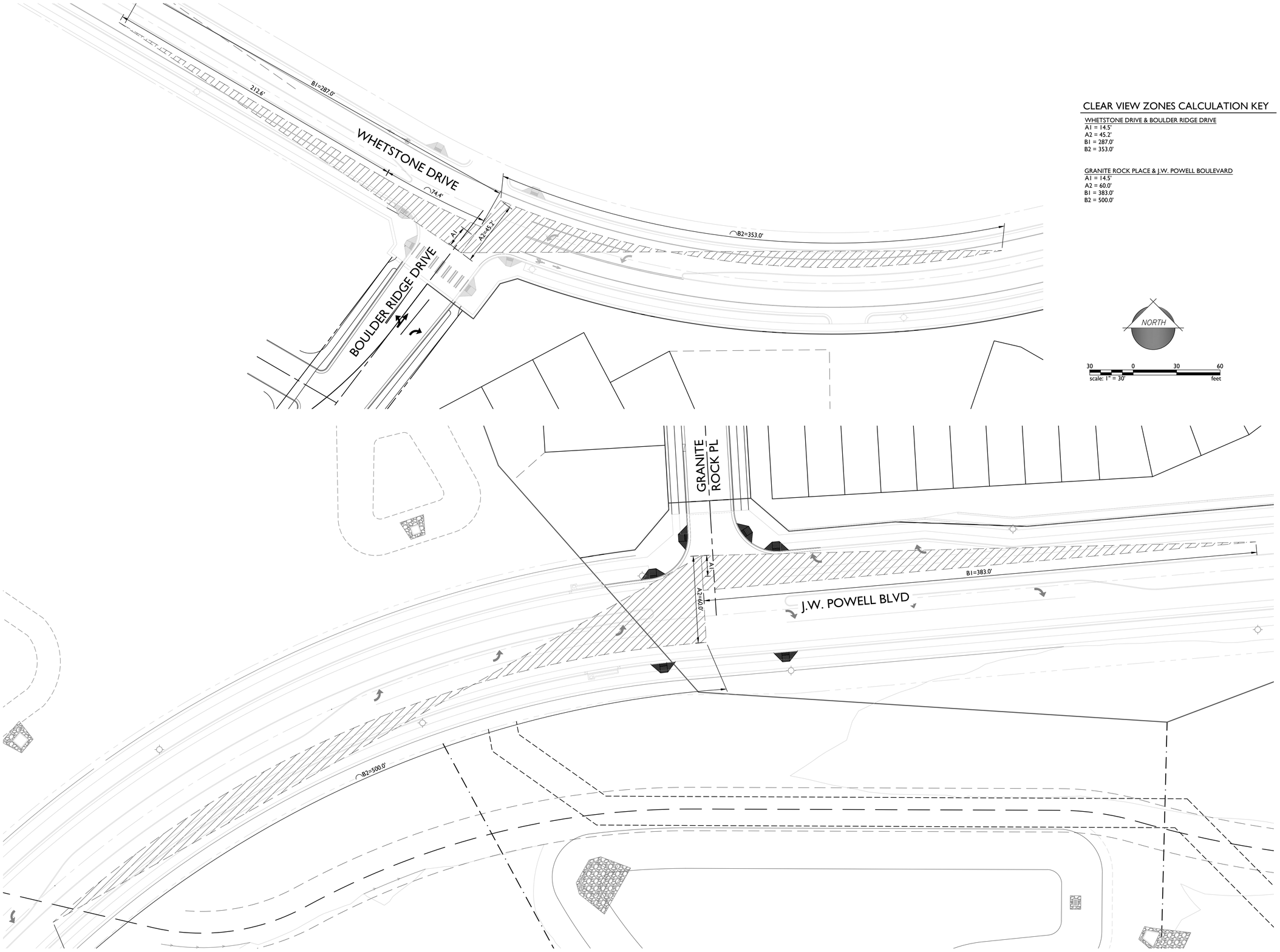
CLEAR VIEW ZONES



CLEAR VIEW ZONES CALCULATION KEY

WHETSTONE DRIVE & BOULDER RIDGE DRIVE
A1 = 14.5'
A2 = 45.2'
B1 = 287.0'
B2 = 353.0'

GRANITE ROCK PLACE & J.W. POWELL BOULEVARD
A1 = 14.5'
A2 = 60.0'
B1 = 383.0'
B2 = 500.0'

NORTH

30 0 30 60
scale: 1" = 30' feet

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Flagstaff, Arizona

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Canyon del Rio – The Highlands (Parcel R1)

Preliminary Plat Approval Request

City Council | August 26, 2025

Ben Mejia | Senior Planner

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

Request Overview

- EPS Group, Inc, on behalf of CDR Devcorp LTD, requests **Preliminary Plat approval of Canyon del Rio – the Highlands (Parcel R1)** located at 3805 E Whetstone Drive.
- Single-family home subdivision consisting of 141 lots on 27.07 acres in the MR Zone within the RPO using Planned Residential Development standards.
- IDS Staff approved the Preliminary Plat on May 29, 2025
- P&Z Commission recommended approval (7-0) on June 25, 2025

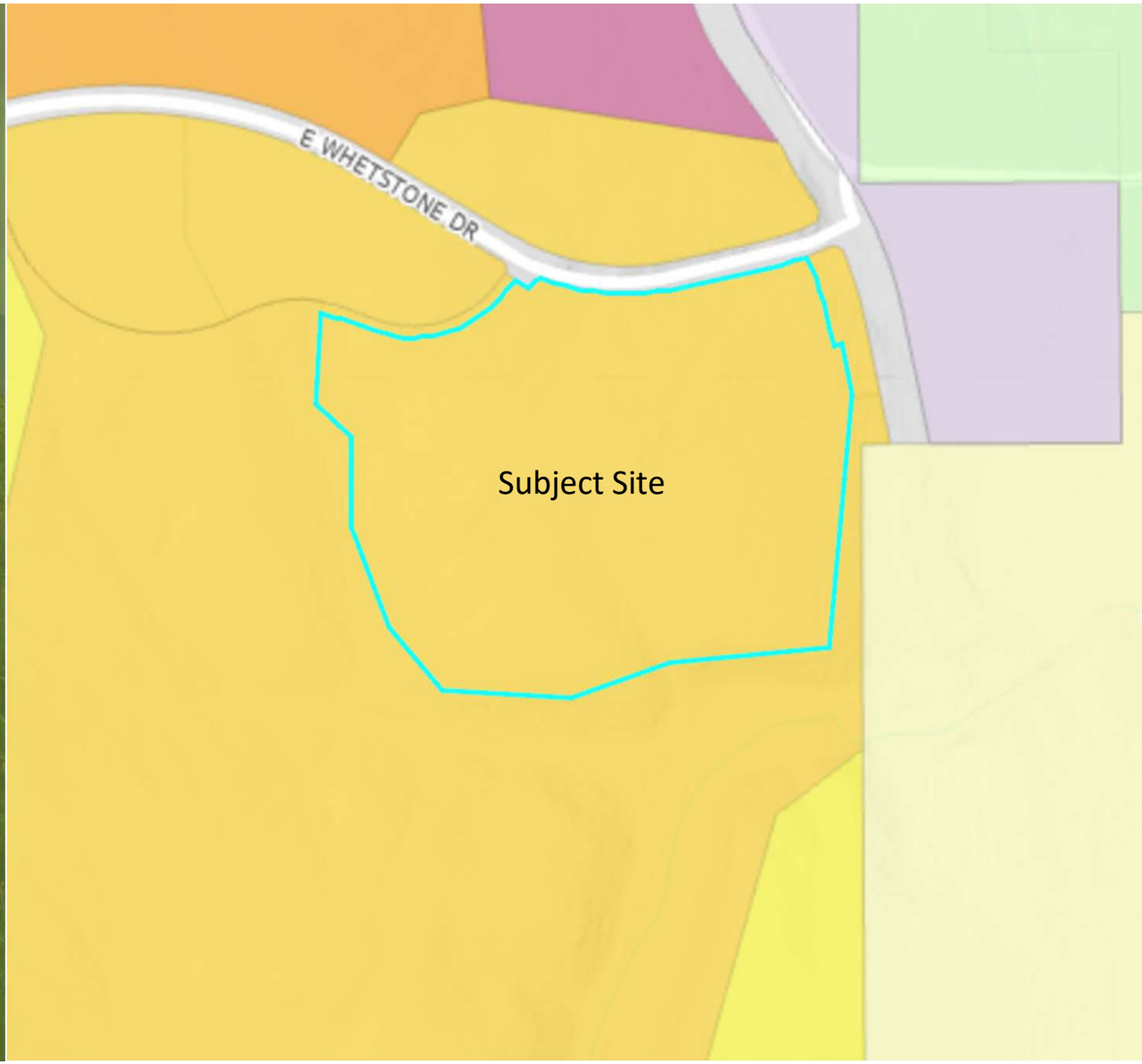
Vicinity Map

North: Canyon del Rio – Block N; MR Zone

South: Canyon del Rio Phase 2; MR Zone

East: Vacant; RD Zone, RR Zone

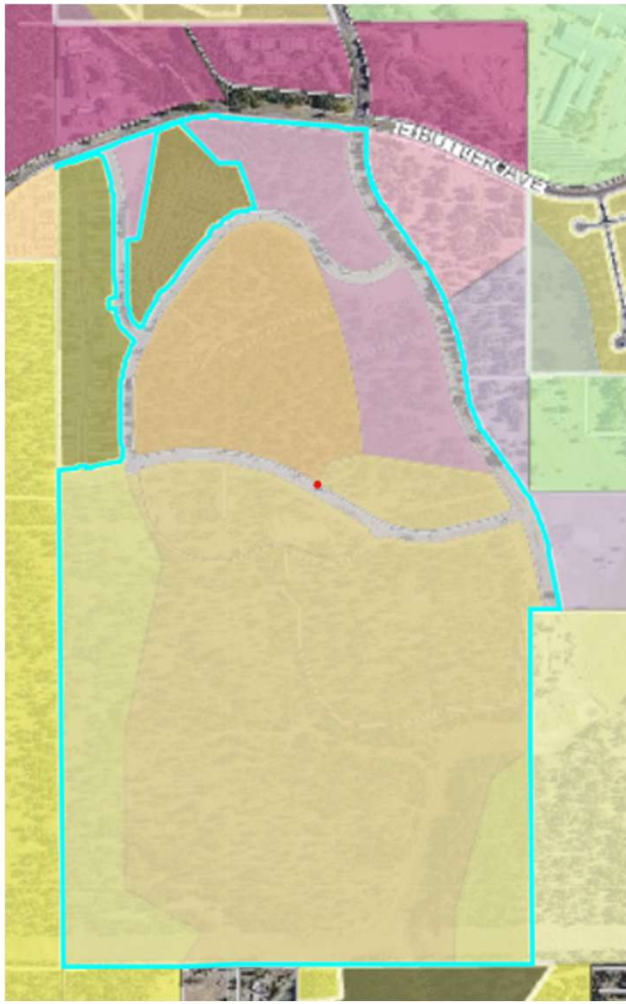
West: Canyon del Rio Phase 2; MR Zone



Background

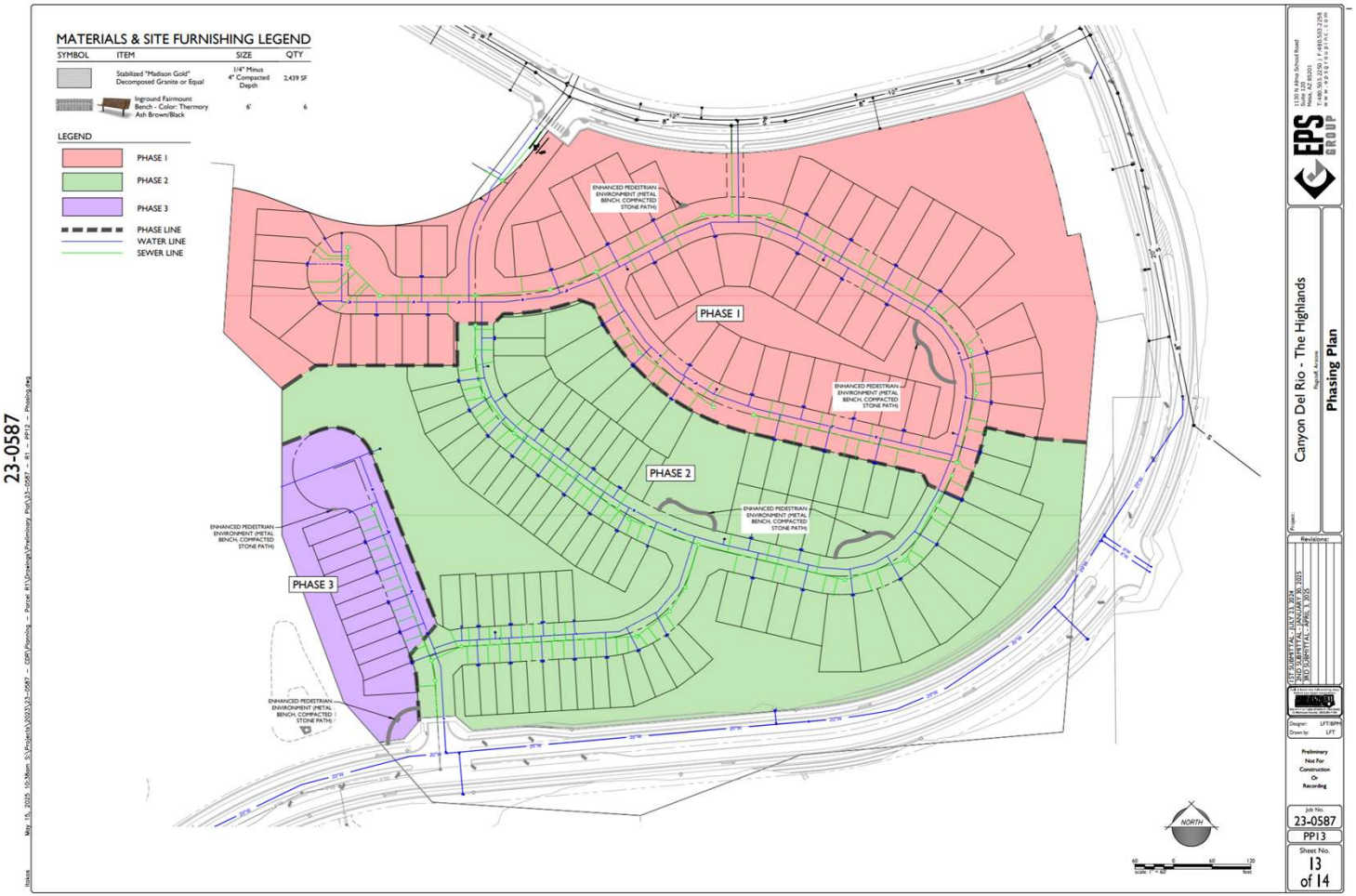
Canyon del Rio

- In June of 2019, the City Council approved a rezoning request, development agreement, and preliminary block plat allowing the development of Canyon Del Rio.
- 261-acre site consisting of:
  - 1,426 residential dwelling units, variety of housing types
  - 225,000 square feet of commercial development



Preliminary Plat

- Access is provided from Whetstone and future John Wesley Powell Blvd
- 141 attached and detached single-family lots
- 8.67 acres of common space provided: 32% of gross lot area
- FUTS connection from north-western cul-de-sac
- Proposed in three phases
- Limitations on short-term rentals are not part of staff review for subdivisions



Natural Resource Protection Plan



FOREST RESOURCES - PARCEL R1	
TREE CANOPY AREA OUTSIDE OF SLOPE RESOURCES	RESIDENTIAL
REQUIRED PRESERVATION RATE	47.5% OF CANOPY AREA
TREE CANOPY AREA OUTSIDE OF SLOPE RESOURCES WITHIN SUBJECT PARCEL (SF)	274,762
REQUIRED PRESERVED TREE CANOPY AREA (SF)	130,512
PRESERVED TREE CANOPY AREA OUTSIDE OF SLOPE RESOURCES (SF)	130,768
PRESERVATION RATE (PRIOR TO SLOPE CONVERSION AND SLOPE TREES)	40.3%
EXCESS PRESERVED SLOPE CONVERSION TO TREE CANOPY AREA	RESIDENTIAL
EXCESS PRESERVED SLOPE AREA (SF)	14,304
CONVERSION OF EXCESS SLOPE TO EVERY 50 SF	282
AVERAGE TREE CANOPY AREA (SF)	79
CONVERSION OF EXCESS SLOPE AREA TO TREE CANOPY AREA(SF)	22,255
PRESERVED TREE CANOPY AREA WITHIN SLOPE RESOURCES	RESIDENTIAL
PRESERVED TREE CANOPY AREA WITHIN SLOPE RESOURCES (SF)	42,720
CONVERSION OF TREE CANOPY AREA WITHIN SLOPE TO EVERY 50 SF	854
AVERAGE TREE CANOPY AREA (SF)	79
CONVERSION OF TREE CANOPY AREA WITHIN SLOPES TO AVERAGE TREE CANOPY (SF)	67,305
25% OF TREE CANOPY WITHIN SLOPE RESOURCES (SF)	16,776
TOTAL FOREST RESOURCES	RESIDENTIAL
TOTAL TREE CANOPY AREA PRESERVED (SF)	149,699
TOTAL PRESERVATION RATE WITHIN PARCEL R1	54.5%
TREE RESOURCES USED FROM TREE RESOURCE BUDGET	-19,187
TOTAL REQUIRED PRESERVATION RATE PARCEL R1	**47.5%**

Forest Resources

Required: 47.5%
Preserved: 54.5%

CDR Development Agreement allows for banking of resources

Natural Resource Protection Plan



Slope Resources

Slope	Required Preservation	Proposed Preservation
17-24.99%	66.5%	78.3%
25-34.99%	76%	72%
35% and above	100%	100%

CDR Development Agreement allows for banking of resources

Finding #1: Zoning Code (Title 10)

Zoning Code Standards for PRD in the MR Zone

Density

- Gross 5.2 units/acre and net 5.7 units/acre
- MR range of 6-9 units/acre within RPO and outside of an activity center or pedestrian shed.
- DA allows minor transfers of density between residential blocks, establishes a minimum density for all "R" blocks of 367 units

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 2,000 sq. ft. to 6,396 sq. ft.
- Lot dimensions vary, approximately 40’ wide x 80’ deep , 25’ wide x 80’ deep

Development Standard	MR
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

Finding #1: Zoning Code (Title 10)

PRD Design Elements

Planned Residential Developments require that the applicant select from a list of design elements. Each element is attributed a point value, the proposal must include no fewer than 5 points and are elected at the applicant's discretion. The applicant has selected the following:

K. At least 50% of the required resources are maintained within common space areas. (2 points)

This design element has been demonstrated in the Natural Resource Protection Plan (NRPP).

N. Subdivision CC&Rs and setback standards do not prohibit the development of accessory dwelling units. (one point)

Staff will review the CC&Rs with final plat review to ensure conformance.

Q. Subdivision includes enhanced pedestrian environments including outdoor seating areas or larger landscaping areas. (one point for each)

The proposal includes six outdoor seating areas throughout the subdivision. This project is proposed to be developed in three phases, with two outdoor seating areas proposed per phase. The proposal is eligible for two points for this design element.

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 completed in conjunction with the rezoning that included this site.
- Since the original TIA was conducted, JWP has been proposed to extend across the southern boundary of this parcel.
- The requirement for a traffic circle at the intersection of Fourth St and Whetstone is being studied and may be included at final plat

Finding #2: Engineering Standards (Title 13)

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

- Proposal uses four detention basins:
- Two extended detention basins are located off-site to the east.
- Extended detention basin located to the south
- Connect to a proposed regional detention to the southwest of the site as part of Phase 2 of Canyon del Rio.

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)

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

Recommendation

Staff recommends the City Council approve the Preliminary Plat, in accordance with the findings presented in this report and the Planning and Zoning Commission recommendation (7-0).

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Trevor Henry, Capital Improvements Engineer

Date: 08/21/2025

Meeting Date: 08/26/2025

TITLE:

Consideration and Approval of Contract: Approve Change Order No. 3 to the Professional Services Contract with Burgess & Niple, Inc. in the amount of $2,262,434.00 and add 730 calendar days for the Butler-Fourth Improvements Project.

STAFF RECOMMENDED ACTION:

1. Approve Change Order No. 3 to the Professional Services Contract with Burgess & Niple, Inc. in the amount of $2,262,434.00 for the Butler-Fourth Improvements Project;
2. Add 730 calendar days to the Professional Services Contract; and
3. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Approval of Change Order No. 3 of the Professional Services Contract with Burgess & Niple, Inc. will authorize completion of the engineering design; Phase B.

Phase B will consist of 60%, 90% & 100% Plans, Specifications, Estimates, Special Provisions, Design-Bid-Build Construction Methodology, Final Traffic Analysis, Drainage Reports, CLOMR submittal to FEMA, USACE 404 Permit submittal, ROW Exhibits with Legal Descriptions, and Permit acquisitions. Public outreach and stakeholder engagement is included in Phase B of the Butler-Fourth Improvement Project. If authorized tasks have been identified for work that might be required, these tasks will only be authorized if needed by the City's Project Manager.

The Change Order Committee considered this item on August 7, 2025; it was approved with a recommendation to forward to the City Council for final approval at the City Council meeting on August 26, 2025.

Financial Impact:

The cost of Change Order No. 3 is for $2,262,434.00 for work described to bring the engineering design from Phase A (30%) through Phase B (100%). The funding for Change Order No. 3 will come from the Transportation Tax-Roadway, Pedestrian, Bicycle and Safety Improvements --Street Widening- Butler-Fourth Improvements Fund, authorized FY26 budget of $2,330,900.00, Acct #048-10-118-3047-6.

Original Contract Value	$ 716,401.00
Value of Prior Changes	$ 350,623.21
Value of this Change	$2,262,434.00
New Contract Value	$3,329,458.21

Policy Impact:

N/A

Previous Council Decision or Community Discussion:

- On March 29, 2022, this project was presented for discussion at a Council Work Session Meeting. The project scope and approach were discussed, public comment received, and direction provided to move forward with advertisement for project engineering design.
- On November 1, 2022, the Professional Services Contract for engineering design of the project was awarded to Burgess & Niple, Inc.
- On March 4, 2025, Change Order No. 2 was approved for additional engineering design work to Burgess & Niple, Inc.

Options and Alternatives to Recommended Action:

1. Approve Change Order No. 3 as recommended. Approval will allow work to move forward; or
2. Reject approval of Change Order No. 3; not recommended. This action would delay the Project and put into jeopardy the award Grants.

Background and History:
The Butler-Fourth Improvements Project (Project) is located along Butler Avenue from the west side of the Interstate 40 (I-40) traffic interchange (TI) to the westerly limits of the Sinagua Heights Subdivision. It also includes a small portion of the Fourth Street, both north and south of the intersection with Butler Avenue. The Project is approximately 1.4 miles in length. Existing Herold Ranch Road will be realigned and will include a new roundabout with Butler Avenue. The Project will provide improvements to the Flagstaff transportation network by eliminating bottlenecks within the road network and closing infrastructure gaps for pedestrians and cyclists.

The Project will also address congestion related to the driveway configurations of the businesses along Butler by employing access management techniques. In addition to building consensus within the City and garnering public support, the Project team will coordinate with key stakeholders including Arizona Department of Transportation (ADOT), Mountain Line Transit Authority, Flagstaff Unified School District (FUSD), developers, and businesses along the Project limits.

In 2018, the City proposed Proposition 419 which included a portion of the transportation sales tax to go towards roads, bicycle, pedestrian, and safety improvements. Proposition 419 was approved by the voters, and in 2020 the transportation sales tax began collection. In Proposition 419, as part of the road category, there will be street widening. Current two-lane streets will be increased to four-lane streets, and Butler Avenue between I-40 and Fourth Street was identified. The City identified Butler Avenue for new pedestrian and bicycle improvements along with elements for street operations. The City uses a term called "Complete Streets" and it references improving streets to be widened, to receive new multi-modal improvements and increased traffic operations for buses and streetlighting where appropriate.

In 2021, the City began planning for the Project. The City issued a solicitation for a design consultant in the fall of 2022. A design contract was awarded in November of 2022. We are currently at 30% design (Phase A). In 2024, the City submitted two applications for federal funding through the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant program. The City was notified at the beginning of 2025 that the Project was successful in receiving the RAISE Grant in the amount of $19M. As part of the RAISE Grant process, additional coordination, conditions, and guidelines will need to be followed as well as Project milestones completed.

In May 2025, the City submitted a funding application for the AZ Smart Grant funds to apply towards the City's 20% match of the RAISE Grant. The City's AZ Smart funding application was recommended for award by the PPAC board and will be presented at the AZ Transportation Board for award on June 20, 2025. The AZ Smart Funds through the State of Arizona will go towards the City's match amount for the RAISE Grant. The City was awarded $2.93M through the AZ Smart Fund for the Project.

Expanded Financial Considerations:
Funding for Change Order No. 3, $2,262,434.00, will come from the Transportation Tax Fund, Prop.419 and will be tracked in the Butler Fourth Improvement Project, Acct. #048-10-118-3047-6. When a private

development moves forward that is adjacent to a planned public project, the City will allow the developments to deposit funds for their share of the new public improvements. Developers adjacent to this project corridor have deposited or will deposit funds with the City as their contribution to the Project.

The Project is funded in FY27 and FY28 with a total appropriated amount of $28,545,925.

Community Benefits and Considerations:

- Improve safety for all roadway users.
- Serve all community members by creating bike, pedestrian, and transit facilities.
- Improve resiliency with stormwater facilities.

- Support local businesses and job creation.
- Increase safe access and mobility for freight.
- Improve quality of life by providing access to food, jobs, and healthcare.

- Improve access to local schools.
- Address failing infrastructure in the corridor.

Connection to PBB Priorities and Objectives:

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

Connection to Regional Plan:

- Improve mobility and access throughout the region.
- Improve transportation safety and efficiency for all modes.
- Promote transportation infrastructure and services that enhance the quality of life of the communities within the region.
- Increase the availability and use of pedestrian infrastructure, including FUTS, as a critical element of a safe and livable community.
- Design infrastructure to provide safe and efficient movement of vehicles, bicycles, and pedestrians

Connection to Carbon Neutrality Plan:

- Encourage vibrancy, appropriate density, and attainability in existing neighborhoods, so that more residents live within walking distance of their daily needs.
- Create inclusive networks for walking and biking that are continuous, attractive, safe, comprehensive, and convenient for people of all ages.

Connection to 10-Year Housing Plan:
None

Connection to Division Specific Plan:
None

Attachments: CO 3 Butler Fourth
Vicinity Map
Context Map
Presentation

CITY OF FLAGSTAFF

☐ CONFIRMING CHANGE ORDER NO.
☑ DESIGN CONTRACT CHANGE ORDER NO. 3
☐ CONSTRUCTION CONTRACT CHANGE ORDER NO.
☐ CONTRACT ALLOWANCE UPDATE NO.

PROJECT NO.	ST3047	**PROJECT NAME:**	Butler Fourth Improvements
FILE NO.	03-21004	**PROJECT MANAGER:**	Trevor Henry
FIRM NAME:	Burgess & Niple, Inc.		

Purchase Order Number: 23-002304 | **Line Number:** 1&2 | **Amount** $ 1,067,024.21

Change Order originated by: ☑ CITY OF FLAGSTAFF ☐ CONTRACTOR ☑ DESIGN FIRM ☐ OTHER: _____

DETAILED DESCRIPTION:

The project consists of widening present-day Butler Avenue from Little America to Sinagua Heights Subdivision and widening present-day Fourth Street from Warm Springs Trail/Sparrow Avenue to the upcoming Canyon Del Rio development south of Butler Avenue. The project is funded by the City of Flagstaff Transportation Tax, Proposition 403, which was approved by voters in May 2000 and Proposition 419, which was approved by voters in November 201

Add Phase B (30% to Final Design) to the initial design services contract for Phase A. Additional work for Phase B will will consist of 60%, 90% & 100% Plans, Specifications, Estimates, Special Provisions, Design-Bid-Build Construction Methodology, Final Traffic Analysis, Drainage Reports, CLOMR submittal to FEMA, USACE 404 Permit submittal, ROW Exhibits with Legal Descriptions, and Permit acquisitions. Public outreach and stakeholder engagement is included in Phase B of the Butler-Fourth Improvement Project. If authorized tasks have been identified for work that might be required, these tasks will only be authorized if needed by the City's Project Manager.

Please see the proposal from Burgess & Niple dated July 29, 2025 for detailed information.

JUSTIFICATION:

The Phase A contract was approved on November 1, 2022. The design services contract was split into two phases, Phase A delivered to 30% and Phase B will deliver to design completion. The project is identified in the City's CIP Five-Year Summary for FY26, FY27 and FY28.

TIME ANALYSIS:

There is a 730 calendar day addition through this change order to the Phase A contract to allow for completion of Phase B.

COST ANALYSIS:

Change Order No. 3 will be funded by Proposition 419, Roadway, Pedestrian, Bicycle and Safety Improvement Fund, Street Widening, FY26 budgeted amount of $2,262,434 (048-10-118-3047-6-4421). Please see the proposal from Burgess & Niple dated July 29, 2025 for detailed information.

CITY OF FLAGSTAFF	*PROJECT STATUS FORM*
PROJECT NAME: Butler Fourth Improvements	☑ Design ☐ Construction ☐ Other
PROJECT NO. ST3047	**FILE NO.** 03-21004
ACCT. NO. 048-10-118-3047-6-4421 100.00 %	
ACCT. NO. _____ %	
COUNCIL APPROVAL DATE: November 1, 2022	**ORIGINAL CONTRACT AMOUNT:** $ 716,401.00
PROJECT BUDGET (FY 22 **)**	**PROJECT BUDGET (FY** 22 **)**
NOTICE TO PROCEED DATE: 11/04/2022	**ORIGINAL CONTRACT PERIOD (calendar days):** 300
ORIGINAL COMPLETION DATE: 08/31/2023	**ORIGINAL CONTRACT ALLOWANCE:** $ 0.00
DESIGN FIRM:	

Change Orders Revision Date	C.O. Amount New Total	C.O. Days New Total	Start Date New Comp. Date	REASON FOR CHANGE
1				See attached expanded list for summary of all FOs and COs.
2				
3				
4				
5				

COMMENTS: The allocations shown above are inclusive of all Change Orders shown.If there are more than 5 Change Orders, please request a separate form from Purchasing that includes additional spaces. Thank you!

		END DATES		
ORIGINAL CONTRACT PERIOD	300 **Days**	(08/31/2023)	**ORIGINAL CONTRACT**	$ $ 716,401.00
PRIOR TIME CHANGES	670 **Days**	(07/02/2025)	**TOTAL PRIOR VALUE CHANGES**	$ $ 350,623.21
THIS TIME CHANGE	730 **Days**	(07/02/2027)	**VALUE OF THIS CHANGE**	$ $ 2,262,434.00
NEW CONTRACT PERIOD	1700 **Days**	(07/02/2027)	**NEW CONTRACT**	$ $ 3,329,458.21

Change Orders	C.O. Amount	C.O. Days	Council Date	REASON FOR CHANGE
Revision Date	New Total	New Total	New Comp. Date	
1	$ 97,110.21	430	11/04/2022	Additional work under CO 1 for work applied to Phase A.
07/18/2024	$ 813,511.21	730	11/03/2024	
2	$ 234,660.00	150	11/03/2024	Additional work under CO 2 for work applied to Phase A.
03/04/2025	$ 1,048,171.21	880	04/02/2025	
3	$ 18,853.00	0	04/02/2025	Increasing PO due to an incorrect invoice applied to PO.
08/12/2024	$ 1,067,024.21	880	04/02/2025	
4	$ 0.00	30	04/02/2025	FO 1 - Time extension of 30 days
03/04/2025	$ 1,067,024.21	910	05/02/2025	
5	$ 0.00	0	05/02/2025	FO 2 - Use of owner's contingency for AZ Smart Grant.
05/09/2025	$ 1,067,024.21	910	05/02/2025	
6	$ 0.00	60	05/20/2025	FO 3 - Time Extension of 60 days
05/20/2025	$ 1,067,024.21	970	07/02/2025	
7	$ 2,262,434.00	730	09/02/2025	Phase B as outlined in proposal from B&N to complete the project design.
07/31/2025	$ 3,329,458.21	1700	07/02/2027	
8				
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CITY OF FLAGSTAFF

☐ CONFIRMING CHANGE ORDER NO.
☑ DESIGN CONTRACT CHANGE ORDER NO. 3
☐ CONSTRUCTION CONTRACT CHANGE ORDER NO.
☐ CONTRACT ALLOWANCE UPDATE NO.

PROJECT NO. ST3047 **PROJECT NAME:** Butler Fourth Improvements

FILE NO. 03-21004 **PROJECT MANAGER:** Trevor Henry

SIGNATURES

SUBMITTER

Project Manager	7/30/25 (Date)	**Approved Signature**	Trevor Henry
Department Head	8/7/2025 (Date)	**Approved Signature**	Paul Mood 2025.08.07 11:37:04 -07'00'

COMMITTEE

Water Services	2025-08-06 (Date)	**Approved Signature**	Douglas Slover Jr Digitally signed by Douglas Slover Jr Date: 2025.08.07 16:47:36 -07'00'
Public Works	8-8-2025 (Date)	**Approved Signature**	David Decker
City Engineering	8/8/2025 (Date)	**Approved Signature**	Paul Mood
City Attorney	(Date)	**Approved Signature**	Christina A. Kinnear Digitally signed by Christina A. Kinnear DN: cn=Christina A. Kinnear, o=City of Flagstaff, ou=City Attorney, email=christina.kinnear@flagstaffaz.gov, c=US Date: 2025.08.11 08:50:08 -07'00'
Finance	08/11/2025 (Date)	**Approved Signature**	Tammy L Ryan
Purchasing (Chair)	(Date)	**Approved Signature**	Patrick Brown Digitally signed by Patrick Brown Date: 2025.08.12 09:29:04 -07'00'

EXECUTIVE

City Manager	(Date)	**Approved Signature**	

Council Meeting Date (if required) 09/02/2025 **Council Approved?** Yes ☑ No ☐

We have given careful consideration to the proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, and perform all services necessary for the work specified.

FIRM NAME: Burgess & Niple, Inc. **Signature:** Edwin J. Muccillo

Date: 7/30/2025 **Print Name and Title:** Edwin J. Muccillo, Chairman

BURGESS & NIPLE

2201 N. Gemini Drive Box#23 | Suite #116 | Flagstaff, AZ 86001 | 928.395.1988

Mr. Trevor Henry
Capital Improvements Engineer
City of Flagstaff, Engineering & Capital Improvements
211 W Aspen Ave
Flagstaff, AZ 86001

Re: ST 3047 Butler-Fourth Improvements
Contract Modification 3 Proposal:
- Final Design and Construction Documents
- Allowances for If Authorized Services

July 29, 2025

Dear Mr. Henry:

Burgess & Niple is submitting the attached proposal for the Butler-Fourth Improvements Project, Contract Modification 3.

The documentation and fee derivation are attached. The fee to complete Phase B, 30% to 100% Construction Documents, is $1,931,264.00. An allowance of $331,170.00 is included for additional tasks, if authorized by the City. The total not-to-exceed fee for Phase B and allowances is $2,262,434.00.

Please do not hesitate to contact us with any questions. We look forward to continuing our partnership with the City of Flagstaff to deliver this important project to the community.

Respectfully,

Jason Pagnard, PE
Vice President
Jason.Pagnard@burgessniple.com

Nick Hall, PE, RSP
Project Manager
Nick.Hall@burgessniple.com

Edwin J. Muccillo, PE
Chairman & Southwest Operations Director
Ed.Muccillo@burgessniple.com

SCOPE OF WORK

City of Flagstaff Butler-Fourth Improvements
Contract Number ST 3047
Contract Modification 3
Phase B: Final Design

Project Understanding

Contract Modification Overview

The City of Flagstaff (CITY) has requested professional engineering services from Burgess & Niple (B&N) to design improvements for the Butler-Fourth Project (PROJECT). This contract modification includes Phase B Final Design services.

The project limits were increased from the 30% deliverable. The PROJECT's western terminus has moved from the eastern edge of the eastern intersection of the traffic interchange (TI) with I-40 to 500' west of the western intersection of the TI. This new area of work will consist of:

- the removal the existing features (east of the western TI intersection):
    - five-lane cross section;
    - curb and gutter;
    - sidewalk;
    - lighting; and
    - related excavation.
- the installation of the following features (east of the western TI intersection):
    - six-lane cross section;
    - curb and gutter;
    - new off-street directional bike lanes and sidewalks;
    - curb ramps;
    - retaining walls;
    - replacement of slope paving;
    - signing;
    - pavement markings (expected to extend west of the western TI intersection); and
    - drainage infrastructure.

SCOPE OF WORK

Phase B Final Design includes preparation of 60%, 90%, and 100% Sealed plans. The deliverables will include plans, estimate, and special provisions at each submittal.
The scope of work necessary to complete Phase B is stated herein and in the following attachments to be performed by subconsultants:

- ***Attachment A*** – Peak Engineering, Inc. Fee Proposal
- ***Attachment B*** – JE Fuller Hydrology & Geomorphology, Inc. Fee Proposal
- ***Attachment C*** – Logan Simpson Fee Proposal
- ***Attachment D*** – Ninyo & Moore Fee Proposal

Preliminary Milestone Schedule

	Description	Date
Phase B	Phase B NTP	TBD
	30% Roll Plot Submittal of TI Improvements	NTP + 3 Months
	Submit 60% PS&E, Final Traffic & Drainage Reports to CITY and ADOT Submit CLOMR to FEMA and respond as needed Submit 404 Permit Application to USACE and respond as needed	NTP + 7 Months
	Complete CITY & ADOT 60% Review	NTP + 8 Months
	Submit Legal Descriptions & Exhibits for ROW Acquisition	NTP + 9 Months
	Submit 90% PS&E	NTP + 11 Months
	Complete CITY & ADOT 90% Review	NTP + 12 Months
	Submit 100% Sealed PS&E & ADOT Encroachment Permit (Encroachment Permit to be prepared and submitted by others)	NTP + 13 Months

PROJECT Scope of Work

Contract Modification 3: Phase B Final Design

Task 110: Project Management

a. **Progress Meetings:** B&N will prepare for and conduct PROJECT progress meetings, which include comment resolution meetings, for the duration of the design portion of the PROJECT. PROJECT progress meetings will take place approximately every other week beginning one week after the KOM through the duration of the project, estimated at 14 months. An estimated thirty meetings, held in-person and virtually, are anticipated. Each meeting will last approximately one hour. B&N will have three representatives in attendance at each meeting. B&N will prepare meeting agendas. B&N will provide meeting summaries via email to the CITY PM within five business days of the meeting occurrence for review.
b. **Project Manager Meetings:** The CITY PM and B&N PM will meet to discuss administrative aspects of the project to maintain schedule and overall cost. These may be in person or virtual. A budget of 30 hours has been established for this task.
c. **Internal Team Meetings:** B&N and subconsultants will meet to discuss tasks at hand and resolve design issues as they arise. A budget of 160 hours total for four B&N staff (40 hours each) has been established for this task.
d. **Project Administration:** B&N will administer and coordinate the work of design team members and interface with the CITY PROJECT team. Project administration encompasses the day-to-day operations of the PROJECT, including organizing and filing project data and communication files, responding to project correspondence including emails, preparation and submittal of monthly invoices and "Design and Progress Reports" to the CITY, and schedule monitoring. B&N will prepare a project schedule that describes the interrelated tasks to be completed for the PROJECT's proposed improvements, including all major milestone submittals. B&N will update the project schedule regularly over the course of the PROJECT's design duration. B&N will maintain the CADD workspace and standards established during Phase A. B&N will develop monthly progress reports in accordance with grant requirements for the CITY to submit to FHWA during the design phase of the project. Grant reporting documentation is estimated at two hours per month during the design phase of the project. Grant reporting assistance during the construction phase is included in the Post Design Services of this document.

Deliverables:

- Meeting materials, including agenda and summaries
- Monthly invoices
- Project schedule

Task 210: Land Survey

a. **Land Survey Incorporation**: B&N will review the provided survey data, and incorporate into the design.

Task 310: PROJECT Coordination

a. **Developer/Landowner Coordination:** B&N will coordinate with the developers and adjacent landowners, including Conoco, Chevron, Little America, Mobil, Canyon Del Rio, Black Bart's, etc. to align CITY-built improvements with developer-built improvements. Coordination activities may include formal meetings, phone and email conversations, and electronic transfer of design information. For formal meetings, B&N will prepare meeting agendas. B&N will provide meeting summaries via email to the CITY PM. It is assumed that standalone

meetings with Conoco and Chevron on the west side of the ADOT TI will not be needed. A budget of 36 hours has been included for these efforts. B&N activities include:

- Refine entity specific exhibits to solicit input (maximum 1 per parcel);
- Coordinate, participate in, and document meetings;
- Document and participate in phone and email conversations;
- Participate in follow-up conversations;
- Participate in and facilitate comment resolution between PROJECT Team and Private Parties; and
- Discuss private parties' input with CITY Staff and resolve conflicts.

b. **ADOT Coordination:** B&N will coordinate with ADOT for design impacts within the ADOT right-of-way. It is anticipated that the widening of Butler Avenue through the limits of the I-40 interchange and the new off-street directional bike lanes and sidewalks with associated retaining walls will require close coordination with ADOT staff. Coordination activities may include meetings, phone and email conversations, and electronic transfer of design information. Time has been included to assist the CITY in development of an ADOT Right-of-Way Encroachment Permit. For formal meetings, B&N will prepare meeting agendas. A budget of 256 hours has been included for these efforts. It is anticipated that ADOT will participate in other project stakeholder meetings outside of this task.

c. **ASLD (or current owner) Coordination:** B&N will coordinate with ASLD (or current owner) during design. Coordination activities will take place during formal meetings. An estimated two meetings, held virtually, are anticipated. B&N will prepare meeting agendas. B&N will provide meeting summaries via email to the CITY PM. A budget of 20 hours has been included for these efforts.

d. **Mountain Line Coordination:** B&N will coordinate with Mountain Line during design. Coordination activities may include formal meetings, phone and email conversations, and electronic transfer of design information. For formal meetings, B&N will prepare meeting agendas. B&N will provide meeting summaries via email to the CITY PM. A budget of 16 hours has been included for these efforts.

e. **ADEQ Coordination:** B&N will coordinate with ADEQ following design completion to obtain necessary Approval to Construct (ATC) permit for potable water and Construction Authorization (CA) permit for sanitary sewer relocations / upsizing including applications, design reports, and required correspondence. The costs for any necessary permit are excluded as part of this scope of work. A budget of 28 hours has been included for these efforts.

f. **Public Outreach:** B&N will develop and provide written content and graphics for public distribution. A budget of 20 B&N staff hours have been included for these efforts. Cost under this task includes written project updates messages and the development of up to two exhibits .

g. **Commission Meetings:** Six CITY Commission meetings are anticipated to occur during the PROJECT. A budget of 44 hours has been included to prepare for and attend. Cost under this task includes graphics and presentation development, presentation, and travel to and from meetings.

h. **Council Meetings:** Two CITY Council meetings are anticipated to occur during the PROJECT. A budget of 16 hours has been included to prepare for and attend. Cost under this task includes exhibit and presentation development, presentation, and travel to and from meetings.

Deliverables:

- Exhibits
- Meeting materials, including agenda and summaries
- Sign-in sheets

- Up to 4 posters
- Comment log and resolution documentation

Task 410: Utilities

a. **Utility Base Map Update:** Subconsultant will update the utilities base map created in Phase A (***Attachment A***). Data will be obtained from the utility providers, survey and site visits. It will be updated with SUE quality level A data developed with the utility potholing effort.
b. **Utility Coordination:**
   - B&N will conduct a utility roundtable meeting with all utility companies following the submittal of 60% plans and the submittal of 90% plans. For each utility meeting, all utility owners having facilities present within the project limits will be invited and encouraged to share comments. B&N will conduct up to two one-on-one meetings with utility owners. It is anticipated that six separate utility providers will be involved with the PROJECT, resulting in 12 one-on-one meetings. B&N will prepare agenda, sign-in, and meeting summaries for all meetings.
   - B&N will provide the utility providers with 60% plans for conflict review.
   - B&N will request concurrence from franchise utilities that the respective franchise utility does not have prior rights through the corridor.
   - B&N will revise the utility conflicts matrix created in Phase A.
   - B&N will identify supplemental utility pothole locations.
c. **Utility Clearance:** B&N will solicit letters for conflict review from all utility providers involved in the project and provide the letters to the CITY.
d. **Relocation Review:** B&N will perform a review of submitted relocation plans from private utilities (4 companies) within the PROJECT limits to achieve required cover and offsets. A budget of 26 hours has been included for these efforts.

Deliverables:

- Utility base map (***Attachment A***)
- Relocation Review
- Conflict Review Letters

Task 510: Reports

a. **FEMA Conditional Letter of Map Revision (CLOMR)** – Subconsultant will provide drainage services (***Attachment B***). B&N will review the CLOMR data and coordinate with subconsultant for drainage needs.
b. **City of Flagstaff Drainage Report** – Subconsultant will provide drainage services (***Attachment B***). B&N will review the drainage data and coordinate with subconsultant for drainage needs.
c. **Final Traffic Report** – The Final Traffic Report will build upon the Draft Traffic Report. B&N will update the report per comments received from the CITY on the Draft Traffic Report. B&N will evaluative the final design layout as identified in Phase A of the PROJECT.
d. **Environmental Services** – Subconsultant (***Attachment C***) will complete a class III survey in order to comply with federal requirements.
e. **ADA Report** – An ADA Compliance and Feasibility Report shall be prepared for the PROJECT. The ADA Compliance and Feasibility Report shall address all ADA features within the PROJECT right-of-way. B&N will prepare the Compliance and Feasibility Report as well as all associated design plans, at the direction of the PM. As all ADA features within the PROJECT limits will be replaced, field review of existing ADA infrastructure will not be included.
f. **ADOT Design Decision Report** – B&N will complete the ADOT Design Decision Report as outlined in ADOT guidelines for improvements within ADOT jurisdiction.

g. **AASHTO Controlling Criteria Report** – B&N will complete the AASHTO Controlling Criteria Report as outlined as required by the ADOT Design Decision Report for improvements within ADOT jurisdiction.

Deliverables:

- Drainage Report and calculations (***Attachment B***)
- Final Traffic Report and calculations
- Class III Survey (***Attachment C***)
- ADA Report
- ADOT Design Decision Report
- AASHTO Controlling Criteria Report

Task 610: Right-of-Way

a. **Right-of-Way Needs Identification** – Right-of-way and easement acquisitions are anticipated. The CITY will perform necessary activities for right-of-way and easement acquisitions, except as follows.
   - B&N will identify initial proposed right-of-way and easement needs in CADD.
   - B&N will coordinate with the CITY PM.
   - B&N will prepare a maximum of 24 exhibits to accompany legal descriptions.

Deliverables:

- CADD file identifying right-of-way and easement needs
- Legal descriptions with exhibits

Task 710: Plans, Specifications, and Estimate

710.a.i 30% Roll Plot Submittal of TI Improvements

- **Roll Plot Exhibit –**
  - B&N will continue the 15% roll plot to a 30% design level to submit to ADOT. The roll plot will be submitted to ADOT once 30% design level has been completed. Design and exhibit will be developed for the following geographic limits:
    - Butler Avenue from the western PROJECT terminus to 500' east of the I-40 eastbound intersection with Butler Avenue.
    - Ramp A from Butler Avenue to gore of I-40
    - Ramp C from Butler Avenue to gore of I-40
    - Ramp G from Butler Avenue to gore of I-40
    - Ramp J from Butler Avenue to gore of I-40
- **Roadway Design –** B&N will maintain the design criteria and provide it to the CITY. Improvements to the TI will be designed using ADOT standards. B&N will perform the required calculations and design checks for the roadway design.
- **Independent Technical Review –** B&N will utilize senior staff that are independent of the Project to perform quality reviews and confirm comments have been addressed on reports, exhibits, and PS&E documents prior to submittal to the CITY.

710.a through 710.c 60%, 90%, and 100% Sealed Submittals

B&N will prepare plans according to the CITY CADD standards. B&N will prepare 60%, 90%, and 100% Sealed plans for the PROJECT. Peak Engineering, Inc. will provide assistance with roadway design (***Attachment A***) and JE Fuller with drainage design (***Attachment B***). It is assumed that proposed pavement structural section within the ADOT TI will be PCC pavement per ADOT Standards.

Plans, Specifications, and Estimate Development:
Plan Sheets- The anticipated number of sheets included within each plan sheet type is indicated next to the sheet type:

- **Cover** – 1 Sheet
- **Legend, Notes and Key Map, Quantity Summary** – 1 Sheet
- **Geometric Control** – 4 Sheets
- **Typical Sections** – 3 Sheets (7 typical sections and 4 pavement sections)
- **Details** – 12 Sheets maximum
    - Details may include:
        - Curb ramps
        - Truck aprons
        - Splitter islands
        - Bicycle transitions
        - Driveways
        - Transit stops
- **Roadway Plan and Profiles** – 18 Sheets (20 scale)
    - Design and sheets will be developed for the following geographic limits:
        - Butler Avenue from the western PROJECT terminus to Herold Ranch Road, inclusive of the roundabout (approximately 3,200 linear feet)
        - Fourth Street from the Butler Avenue to Crest Stone, inclusive of the roundabout (approximately 1,100 linear feet)
    - Additional design areas and corresponding sheets are listed in ***Attachment A***.
- **Drainage Plan and Profiles -** see ***Attachment B***
- **Utilities Plans** – 15 Sheets (20 scale)
    - B&N will show all CITY owned and franchise utilities throughout the corridor, including:
        - Relocation of fire hydrants, air release valves, and service meters within Butler Avenue and Fourth Street within the full limits of roadway improvements.
- **Sanitary Sewer Relocation Plan and Profile** – 4 Sheets (20 scale)
    - B&N will prepare construction plans for the CITY owned utilities identified as needing to be adjusted or relocated during Phase A. These locations are:
        - 21" VCP sewer line within Butler Avenue from manholes 8-011 and 8-006 which is approximately 1,800-ft.
        - The 21" VCP sewer will be upsized in its relocated condition to be a 30" line to increase flow capacity.
- **Potable Water Relocation Plan and Profile** – 6 Sheets (20 scale)
    - B&N will prepare construction plans for the CITY owned utilities identified as needing to be adjusted or relocated during Phase A. These locations are:
        - 18" to 24" DIP water line within Butler Avenue from approximately 1,000-ft west of Fourth Street to 800-ft east of Fourth Street
        - 12" to 20" DIP water line within Fourth Street from approximately 500-ft south of Butler Avenue to 500-ft north of Butler Avenue.
- **Structural Plans** – 14 Sheets
    - It is estimated that approximately 3,300 LF of retaining walls will be required for the PROJECT. The plans will include profiles of each wall. Plan views are assumed to be included in the roadway sheets.
- **Structural Details** - 3 Sheets
    - Some project specific details are expected as part of the structural design. It is assumed the retaining walls will primarily utilize ADOT Standard Details. Project

specific structural details are intended to clarify interactions with pedestrian/bicycle facilities, private improvements, and beautification.

- **Signalization Plans** – 12 Sheets
  - General notes – 1 Sheet
  - Removals: Butler and Fourth – 1 Sheet (20 scale)
  - CRFB plan – 8 Sheets (20 scale). 2 sheets for each of the following locations:
    - Herold Ranch Road Roundabout
    - Fourth Street Roundabout
    - Peak Point Intersection
    - Little America Midblock Crossing
  - Details – 2 Sheets
  - Sheets do not include area within current ADOT jurisdiction
- **Signing and Striping Plans** – 16 Sheets (40 scale, double-stacked)
  - General notes – 1 Sheet
  - Signing and striping of same limits described above in roadway plan and profile sheets – 15 Sheets
  - Exclusion: sign summary sheets
- **Lighting & ITS Plans –** 15 Sheets (40 scale, double-stacked)
  - General notes sheet (1)
  - Plan sheets (13)
  - Lighting details sheet (1)
  - Sheets do not include area within current ADOT jurisdiction
- **Landscaping Plans –** see ***Attachment C***
- **Cross Sections –** 19 Sheets (50-foot stations, 4 cross sections per page). Additional design areas and corresponding sheets are listed in ***Attachment A***.
- **Structural Design –** B&N will design the PROJECT retaining walls. This includes reviewing and incorporating the applicable ADOT standards drawings and specifications. It is anticipated that revisions and adjustments to standards may be required to accommodate the project specific needs.
- **Drainage Design –** see ***Attachment B***
- **Roadway Design –** B&N will maintain the design criteria and provide it to the CITY. B&N will perform the required calculations and design checks for the roadway design.
- **Specifications -** B&N will refine the specifications and provide additional special provisions through project development. See ***Attachments B, C, and D*** for subconsultant portion of work under this task.
- **Estimate -** B&N will develop an engineer's estimate of probable cost for construction of the PROJECT. See ***Attachments B, C, and D*** for subconsultant portion of work under this task.
- **Corridor Model Development -** B&N will combine subconsultant files into a single corridor model to determine anticipated construction limits.
- **Independent Technical Review -** B&N will utilize senior staff that are independent of the Project to perform quality reviews and confirm comments have been addressed on reports, exhibits, and PS&E documents prior to submittal to the CITY.
- **Design-Bid-Build Constructability Review –** Due to federal funding and procurement requirements, the PROJECT may necessitate utilizing the design-bid-build process in lieu of CMAR. This activity provides level of effort for B&N to perform constructability reviews and optimization in lieu of the CMAR.

710.d Additional TI-Related Design Tasks

In addition to the roadway improvements to Butler Avenue within the TI area, additional modernization of infrastructure is anticipated.

1. **Signalization Modifications at TI –** The existing signalization equipment at both intersections of the TI may require full replacement to be compliant to ADOT's current signal standards. B&N will design intersection signalization improvements for the two intersections at the TI and incorporate into the PS&E submittals. Intersection signalization improvements include design calculations, plan sheet development, cost estimation, and required specifications. Nine additional plan sheets are estimated for this task.
2. **Lighting Modifications at TI** – The existing lighting equipment within the limits of the TI (nine luminaires) may require full replacement. B&N will design lighting improvements within the TI and incorporate into the PS&E submittals. Lighting improvements include design calculations, plan sheet development, cost estimation, and required specifications. Photometric analysis is not included. Four additional plan sheets are estimated for this task.
3. **Roadway Barrier at TI** – Upon widening Bulter Avenue at the TI, concrete barrier may be required to protect roadway users from the I-40 bridge columns. B&N will roadside barrier within the TI and incorporate into the PS&E submittals. Roadside barrier includes design and length of need calculations, plan sheet development, cost estimation, and required specifications. Two additional plan sheets are estimated for this task.
4. **ADOT Geotechnical Documents** – Subconsultant will perform geotechnical services and provide Geotechnical Evaluation Report, Pavement Design Summary, and Materials Design Report (Attachment D). B&N will coordinate with subconsultant and review the provided data.
5. **Submittals to ADOT** – B&N will coordinate each stage submittal to ADOT using the Workfront platform.
6. **Review Coordination with ADOT** – B&N will work directly with ADOT to address submittal comments.

PROJECT Exclusions

a. Exclusions: The following items are not included within this Scope of Work and will require a contract modification if needed:
    - Appraisals, offers, and negotiation of right-of-way acquisition
    - Paying for permits
    - Utilities
        - Researching utility prior rights documentation (CITY conveyed CITY has prior rights and this task is not needed)
        - Franchise utility relocation design and plan development
        - Franchise utility relocation cost estimates
        - Utility agreements
        - Sanitary sewer or potable water system modeling
        - Sanitary sewer or potable water system capacity analysis
    - Potential ADOT Requests
        - Negotiations and development of Intergovernmental Agreements
        - Load design of retaining walls (already included in ADOT standards if fully applied)
        - MOT Design and Plans – currently to be submitted by the CMAR. ADOT may request these from B&N.
        - Lighting Report and Calculations
        - ADOT Traffic Report including user delay calculations
        - ADOT Drainage Report
        - ADOT owned ITS/FMS Design and Plans within ADOT right-of-way

- Additional Public Town Halls, Commission Meetings, Council Meetings, and Individual Councilmember Meetings beyond the number mentioned above
- LOMR
- New traffic counts
- Traffic forecasts beyond those previously mentioned

If Authorized Tasks

The following tasks are offered as additional services for an additional fee that will only be performed if authorized by the CITY. Additional narratives are included in ***Attachments A, B*** and ***C***.

a. **Post Design Services –** B&N can provide post design services. Post design services may include:
    a. Provide personnel and equipment to update the project documents, which may be required due to changes in site conditions between the completion of the plans and the bidding of the project.
    b. Prepare additional documents for alternate bids for the Work or a portion thereof.
    c. Determine the acceptability of substitute materials and equipment proposed.
    d. Assist in evaluating bid protests.
    e. During the construction phase respond to questions and make site visits as requested by CITY to answer contractor questions regarding the project documents.
    f. Review and respond to Contractor's RFIs.
    g. B&N will develop monthly progress reports in accordance with grant requirements for the CITY to submit to FHWA during the construction phase of the project. Grant reporting documentation is estimated at two hours per month during the construction phase of the project.
b. **Owner's Contingency –** The CITY has requested a contingency amount to be added to this proposal to handle unforeseen situations that may arise over the design phase of the PROJECT.
c. **CMAR Initiated VE Revisions –** B&N anticipates receiving feedback from the CMAR that may necessitate the modification of the design. This task is to be used at the discretion of the CITY to investigate and design recommended improvements.
d. **Roundabout Relocation –** The western roundabout may be moved at CITY request. The level of effort scoped assumes the relocation is directed prior to the 60% submittal. Impacts to schedule will be negotiated between the B&N PM and CITY PM. The process to update the new location to be brought up to 30% design will consist of the following:
    a. Geometric Submittal Generation
        i. Two rounds of printed exhibits for review, each including fastest path and truck turning movement analyses.
            1. Each submittal will contain:
                a. Plan view with aerial (1 sheet)
                b. Plan view with lane widths and radii dimension (1 sheet)
                c. Fastest speed path analyses (4 sheets)
                d. Truck turning movements (9 sheets)
        ii. A third over-the-shoulder review.
    b. Each submittal will be reviewed by MTJ and with CITY Staff. MTJ will develop a concept exhibit independent of the B&N submittal.
    c. B&N will complete a comparative analysis between the B&N design team developed roundabout and the MTJ developed concept.
    d. B&N will conduct a meeting and present the comparative analysis findings to the CITY.

e. B&N and the CITY will identify elements of the designs to move forward.
f. Plan and profile sheets will be updated at the previous and new location, including deletion of previous north and south tie-in sheets and addition of new north and south tie-in sheets. The key map will also be updated.
g. B&N will facilitate comment resolution through project meetings, phone calls, and emails.

e. **Phase B Kickoff Meeting with Construction Manager at Risk (CMAR):** B&N will work with the CITY Project Manager (PM) to schedule a kick-off meeting (KOM) with selected CMAR following NTP. B&N will be responsible for preparing the KOM agenda, sign-in sheet, attending and facilitating the KOM, and submitting meeting notes to the PM. The KOM will take place in person with a virtual hybrid option. The meeting is anticipated to last approximately two hours and will include CITY staff, B&N's design team, and CMAR representatives. B&N will send a meeting agenda to the CITY PM a minimum of one week prior to the meeting date for distribution. B&N will prepare a sign-in sheet and mark attendees present at the KOM. This attendance list will be sent to the CITY with the meeting notes. B&N will prepare and send meeting notes to the CITY PM within five business days of the meeting occurrence for review.
f. **CMAR Coordination:** B&N will coordinate with the CMAR to determine estimated construction costs, optimize the constructability of plans, determine construction phasing, and identify opportunities for efficiencies during construction. Implementation of advised actions is covered under section 710 tasks. A budget of 84 hours has been included for these efforts. B&N activities include:
   - Coordinate, participate in, and document meetings;
   - GMP alignment during 90% PS&E development;
   - Document and participate in phone and email conversations;
   - Plan-in-hand project walk after 60% submittal to discuss project optimization; and
   - Participate in follow-up conversations.

City of Flagstaff Butler-Fourth Improvements ST 3047 Modification 3	B&N Labor												EXPENSES							COST
	Principal	Project Manager	Senior Engineer	Engineer 5	Engineer 4	Engineer 3	Engineer 2	Designer 2	Project Administrator	TOTAL HOURS	TOTAL SHEETS	HOURS PER SHEET	MILES $0.70/MI	Peak Engineering	JE Fuller	Ninyo & Moore	Logan Simpson	MISC	TOTAL EXPENSES	TOTAL FEE
	$275.00	$175.00	$240.00	$185.00	$170.00	$155.00	$135.00	$170.00	$120.00				0.70							
Phase B: Final Design																				
Task 110: Project Management																				
110.a Progress Meetings		30	30		30		45			135				26,310.00	24,480.00		990.00		51,780.00	75,405.00
110.b Project Manager Meetings		30								30									0.00	5,250.00
110.c Internal Team Meetings		40	40		40		40			160				18,750.00					18,750.00	47,550.00
110.d Project Administration	4	54	2			2			60	122				16,070.00	20,510.00		1,411.00		37,991.00	56,531.00
SUBTOTAL TASK 110	**4**	**154**	**72**	**0**	**70**	**2**	**85**	**0**	**60**	**447**			**0 MI**	**61,130.00**	**44,990.00**	**0.00**	**2,401.00**	**0.00**	**108,521.00**	**184,736.00**
Task 210: Land Survey																				
210.a Land Survey Incorporation		2	2		16		22			42				5,985.00					5,985.00	12,505.00
SUBTOTAL TASK 210	**0**	**2**	**2**	**0**	**16**	**0**	**22**	**0**	**0**	**42**			**0 MI**	**5,985.00**	**0.00**	**0.00**	**0.00**	**0.00**	**5,985.00**	**12,505.00**
Task 310: Project Coordination																				
310.a Developer/Landowner Coordination		10	4		10		16			40				1,500.00			810.00		2,310.00	8,880.00
310.b ADOT Coordination		32	36	36	52	68	52			276				2,250.00					2,250.00	49,550.00
310.c ASLD Coordination		4					16			20				390.00					390.00	3,250.00
310.d Mountain Line Coordination		4	4		4		4			16				1,500.00					1,500.00	4,380.00
310.e ADEQ Coordination		2	6		16	4				28									0.00	5,130.00
310.f Public Outreach		2	4				14			20			300 MI	1,500.00	2,880.00			200.00	4,790.00	7,990.00
310.g Commission Meetings		12	0		8		16	8		44			300 MI	5,130.00	10,080.00				15,420.00	22,400.00
310.h Council Meetings		4			4		4	4		16				1,500.00	1,440.00				2,940.00	5,540.00
SUBTOTAL TASK 310	**0**	**70**	**54**	**36**	**94**	**72**	**122**	**12**	**0**	**460**			**600 MI**	**13,770.00**	**14,400.00**	**0.00**	**810.00**	**200.00**	**29,600.00**	**107,120.00**
Task 410: Utilities																				
410.a Utility Base Map Update				6						6				3,330.00					3,330.00	4,440.00
410.b Utility Coordination		4		20			40			64				1,665.00					1,665.00	11,465.00
410.c Utility Clearance				10			8			18									0.00	2,930.00
410.d Relocation Review		2		16	8					26									0.00	4,670.00
SUBTOTAL TASK 410	**0**	**6**	**0**	**52**	**8**	**0**	**48**	**0**	**0**	**114**			**0 MI**	**4,995.00**	**0.00**	**0.00**	**0.00**	**0.00**	**4,995.00**	**23,505.00**
Task 510: Reports																				
510.a CLOMR		2								2					26,574.00				26,574.00	26,924.00
510.b COF Drainage Report		2								2					22,700.00				22,700.00	23,050.00
510.c Final Traffic Report			4			32	24			60									0.00	9,160.00
510.d Environmental Services		12	8	8						28							88,920.00		88,920.00	94,420.00
510.e ADA Report		4	12	18		24	12			70									0.00	12,250.00
510.f ADOT Design Decision Report		8	32		36	64	36			176									0.00	29,980.00
510.g AASHTO Controlling Criteria Report			12	36	24	52				124									0.00	21,680.00
SUBTOTAL TASK 510	**0**	**28**	**68**	**62**	**60**	**172**	**72**	**0**	**0**	**462**			**0.00**	**0.00**	**49,274.00**	**0.00**	**88,920.00**	**0.00**	**138,194.00**	**217,464.00**

City of Flagstaff Butler-Fourth Improvements ST 3047 Modification 3	B&N Labor												EXPENSES							COST
	Principal	Project Manager	Senior Engineer	Engineer 5	Engineer 4	Engineer 3	Engineer 2	Designer 2	Project Administrator	TOTAL HOURS	TOTAL SHEETS	HOURS PER SHEET	MILES	Peak Engineering	JE Fuller	Ninyo & Moore	Logan Simpson	MISC	TOTAL EXPENSES	TOTAL FEE
	$275.00	$175.00	$240.00	$185.00	$170.00	$155.00	$135.00	$170.00	$120.00				$0.70/MI							
Task 610: Right-of-Way																				
610.a Right-of-Way Needs Identification		4			32		60	32		128				5,250.00					5,250.00	24,930.00
SUBTOTAL TASK 610	**0**	**4**	**0**	**0**	**32**	**0**	**60**	**32**	**0**	**128**			**0.00**	**5,250.00**	**0.00**	**0.00**	**0.00**	**0.00**	**5,250.00**	**24,930.00**
Task 710: Plans, Specifications, and Estimate																				
710.a.i 30% Roll Plot Submittal of TI Improvements	**0**	**0**	**24**	**0**	**16**	**16**	**0**	**0**	**0**				**0 MI**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**10,960.00**
Roll Plot Exhibit			4		8	4				16									0.00	2,940.00
Roadway Design			12		8	12				32									0.00	6,100.00
Independent Technical Review			8							8									0.00	1,920.00
710.a 60% Submittal	**0**	**52**	**237**	**218**	**412**	**632**	**1192**	**120**	**0**				**0 MI**	**101,620.00**	**73,820.00**	**0.00**	**10,257.00**	**0.00**	**185,697.00**	**641,327.00**
Cover						4				4	1	4.0							0.00	620.00
Legend, Notes, and Key Map						2	10	2		14	1	14.0							0.00	2,000.00
Geometric Control		2		6			32	8		48	4	12.0		1,545.00					1,545.00	8,685.00
Typical Sections					4	12	20	8		44	3	14.7		1,770.00					1,770.00	8,370.00
Details			8	32		56	80	24		200	12	16.7		2,715.00					2,715.00	34,115.00
Roadway Plan & Profile		4		8	24	54	72	58		220	16	13.8		34,015.00					34,015.00	68,225.00
Drainage Plan & Profile															26,350.00				26,350.00	26,350.00
Utilities Plans		2	18		40	72	108			240	15	16.0							0.00	37,210.00
Sanitary Sewer Relocation Plan & Profile		2	15		60	20				97	4	24.3							0.00	17,250.00
Potable Water Relocation Plan & Profile		2	12		64	32	24			134	6	22.3							0.00	22,310.00
Structural Plans			12		48		150			210	14	15.0							0.00	31,290.00
Structural Details			4		8		24			36	3	12.0							0.00	5,560.00
Signalization Plans			12		6	52	90			160	12	13.3							0.00	24,110.00
Signing & Striping Plans			4		4	60	112			180	16	11.3		5,250.00					5,250.00	31,310.00
Lighting & ITS Plans			6		6	56	132			200	15	13.3							0.00	28,960.00
Landscaping Plans																	10,257.00		10,257.00	10,257.00
Cross Sections					12		60	20		92	19	4.8		5,055.00					5,055.00	18,595.00
Structural Design		6	24		48		64			142									0.00	23,610.00
Drainage Design															28,570.00				28,570.00	28,570.00
Roadway Design		6	10	12	52	96	80			256				20,850.00					20,850.00	61,040.00
Specifications		6			24		36			66				3,330.00	4,825.00				8,155.00	18,145.00
Estimate		6				20	32			58				5,085.00	3,725.00				8,810.00	17,280.00
Corridor Model Development			12		12	36	36			96				7,755.00					7,755.00	23,115.00
Independent Technical Review			28	68						96				6,000.00					6,000.00	25,300.00
Design-Bid-Build Constructability Review		16	72	92		60	30			270				8,250.00	10,350.00				18,600.00	69,050.00
710.b 90% Submittal	**0**	**20**	**80**	**70**	**160**	**222**	**726**	**52**	**0**					**95,050.00**	**52,610.00**	**0.00**	**10,451.00**	**0.00**	**158,111.00**	**362,221.00**
Cover						2				2	1	2.0							0.00	310.00
Legend, Notes, and Key Map							4			4	1	4.0							0.00	540.00
Geometric Control				2			8			10	4	2.5		1,275.00					1,275.00	2,725.00
Typical Sections				4		4	12			20	3	6.7		1,770.00					1,770.00	4,750.00
Details				34			68			102	12	8.5		2,535.00					2,535.00	18,005.00
Roadway Plan & Profile		2		2	8	32	44	40		128	16	8.0		34,015.00					34,015.00	53,795.00
Drainage Plan & Profile															27,660.00				27,660.00	27,660.00
Utilities Plans		2	10		12	16	32			72	15	4.8							0.00	11,590.00
Sanitary Sewer Relocation Plan & Profile		2	6		18	6				32	4	8.0							0.00	5,780.00
Potable Water Relocation Plan & Profile			6		20	8	12			46	6	7.7							0.00	7,700.00
Structural Plans			6		12		88			106	14	7.6							0.00	15,360.00
Structural Details			2		8		36			46	3	15.3							0.00	6,700.00
Signalization Plans			4		16	40	100			160	12	13.3							0.00	23,380.00
Signing & Striping Plans			4		6	26	64			100	16	6.3		5,460.00					5,460.00	20,110.00
Lighting & ITS Plans			4		6	40	100			150	15	10.0							0.00	21,680.00
Landscaping Plans																	9,011.00		9,011.00	9,011.00
Cross Sections					4		32	12		48	19	2.5		4,740.00					4,740.00	11,780.00
Structural Design		2	6		12		24			44									0.00	7,070.00
Drainage Design															19,400.00				19,400.00	19,400.00
Roadway Design			2		8	20	28			58				20,070.00					20,070.00	28,790.00
Specifications		6			24		24			54				5,190.00	2,875.00		795.00		8,860.00	17,230.00
Estimate		6				16	34			56				3,030.00	2,675.00		645.00		6,350.00	14,470.00

City of Flagstaff Butler-Fourth Improvements ST 3047 Modification 3	B&N Labor												EXPENSES							COST
	Principal	Project Manager	Senior Engineer	Engineer 5	Engineer 4	Engineer 3	Engineer 2	Designer 2	Project Administrator	TOTAL HOURS	TOTAL SHEETS	HOURS PER SHEET	MILES $0.70/MI	Peak Engineering	JE Fuller	Ninyo & Moore	Logan Simpson	MISC	TOTAL EXPENSES	TOTAL FEE
	$275.00	$175.00	$240.00	$185.00	$170.00	$155.00	$135.00	$170.00	$120.00											
Corridor Model Development					6	12	16			34				7,215.00					7,215.00	12,255.00
Independent Technical Review			30	28						58				9,750.00					9,750.00	22,130.00
710.c 100% Sealed Submittal	**0**	**26**	**64**	**16**	**110**	**138**	**270**	**18**	**0**					**56,750.00**	**25,290.00**	**0.00**	**10,196.00**	**0.00**	**92,236.00**	**194,706.00**
Cover						2				2	1	2.0							0.00	310.00
Legend, Notes, and Key Map							2			2	1	2.0							0.00	270.00
Geometric Control				2			4			6	4	1.5		1,140.00					1,140.00	2,050.00
Typical Sections				4			4			8	3	2.7		1,965.00					1,965.00	3,245.00
Details						24	40			64	12	5.3		3,225.00					3,225.00	12,345.00
Roadway Plan & Profile		6			12	18	26	18		80	16	5.0		16,640.00					16,640.00	29,090.00
Drainage Plan & Profile															17,580.00				17,580.00	17,580.00
Utilities Plans		2	16		24	46				88	15	5.9							0.00	15,400.00
Sanitary Sewer Relocation Plan & Profile			8		18	6	12			44	4	11.0							0.00	7,530.00
Potable Water Relocation Plan & Profile			8		18	4	4			34	6	5.7							0.00	6,140.00
Structural Plans			4		6		16			26	14	1.9							0.00	4,140.00
Structural Details			4		6		10			20	3	6.7							0.00	3,330.00
Signalization Plans			2			14	16			32	12	2.7							0.00	4,810.00
Signing & Striping Plans			4			8	16			28	16	1.8		2,730.00					2,730.00	7,090.00
Lighting & ITS Plans			2			12	16			30	15	2.0							0.00	4,500.00
Landscaping Plans																	7,721.00		7,721.00	7,721.00
Cross Sections							12			12	19	0.6		3,180.00					3,180.00	4,800.00
Structural Design		2	4		4					10									0.00	1,990.00
Drainage Design															4,280.00				4,280.00	4,280.00
Roadway Design		2	4		6	4	16			32				9,810.00					9,810.00	14,920.00
Specifications		8			16		42			66				4,410.00	1,815.00		1,125.00		7,350.00	17,140.00
Estimate		6					34			40				3,255.00	1,615.00		1,350.00		6,220.00	11,860.00
Corridor Model Development														2,895.00					2,895.00	2,895.00
Independent Technical Review			8	10						18				7,500.00					7,500.00	11,270.00
710.d Additional TI-Related Design Tasks	**0**	**10**	**68**	**28**	**236**	**116**	**236**	**24**	**0**					**0**	**0**	**34500**	**0**	**0**	**34,500.00**	**151,790.00**
710.d.1 Signalization Modifications at TI		4	16		92	92	136			340	9	37.8							0.00	52,800.00
710.d.2 Lighting Modifications at TI			4	12	48		64			128	4	32.0							0.00	19,980.00
710.d.3 Roadway Barrier at TI		2	4	16		24	36	24		106	2	53.0							0.00	16,930.00
710.d.4 ADOT Geotechnical Documents		4	4							8						34,500.00			34,500.00	36,160.00
710.d.5 Submittals to ADOT			24							24									0.00	5,760.00
710.d.6 Review Coordination with ADOT			16		96					112									0.00	20,160.00
SUBTOTAL TASK 710	**0**	**108**	**473**	**332**	**934**	**1124**	**2424**	**214**	**0**	**5609**			**0 MI**	**253,420.00**	**151,720.00**	**34,500.00**	**30,904.00**	**0.00**	**470,544.00**	**1,361,004.00**
TOTAL	**4**	**372**	**669**	**482**	**1214**	**1370**	**2833**	**258**	**60**	**7262**			**600 MI**	**344,550.00**	**260,384.00**	**34,500.00**	**123,035.00**	**200.00**	**763,089.00**	**1,931,264.00**
If Authorized Tasks																				
810.a Post Design Services		98		56	80	64	52	24	26	400				25,800.00	20,700.00		7,080.00		53,580.00	118,830.00
810.b Owner's Contingency																		50,000.00	50,000.00	50,000.00
810.c CMAR Initiated VE Revisions		8	16		24		40			88				6,000.00					6,000.00	20,720.00
810.d Roundabout Relocation		12	32	56	164	64	240			568					20,020.00				20,020.00	110,360.00
810.f Phase B Kickoff w/ CMAR		2					4			6				750.00	1,120.00				1,870.00	2,760.00
810.g CMAR Coordination		20	8		32		24			84				7,500.00	6,900.00				14,400.00	28,500.00
TOTAL IF AUTHORIZED TASKS	**0**	**140**	**56**	**112**	**300**	**128**	**360**	**24**	**26**	**1146**			**0 MI**	**40,050.00**	**48,740.00**	**0.00**	**7,080.00**	**50,000.00**	**145,870.00**	**331,170.00**
TOTAL PHASE B	**4**	**512**	**725**	**594**	**1514**	**1498**	**3193**	**282**	**86**	**8408**			**600 MI**	**384,600.00**	**309,124.00**	**34,500.00**	**130,115.00**	**50,200.00**	**908,959.00**	**2,262,434.00**

SCOPE OF SERVICES – PHASE B (CONSTRUCTION DOCUMENTS)

Date: May 16, 2024 – **Revision 1: August 29, 2024**
Revision 2: October 31, 2024
Revision 3: February 21, 2025 (shown in italics)
Revision 4: March 4, 2025
Revision 5: June 11, 2025
Revision 6: July 21, 2025

Project: **Butler – 4th St. Improvements**

Peak Project No: 22BN01

Prepared For: Burgess & Niple *(Client: City of Flagstaff)*

PROJECT DESCRIPTION

The Butler-4th Street Improvements project is located on Butler Avenue from the I-40 traffic interchange to west of Sinagua Heights Drive. Roundabouts are planned for the intersections at 4th Street and Herold Ranch Road with roadway grading matchup to the north and south at each roundabout. *Widening of Butler Ave. beneath I-40 and sidewalk extensions to the I-40 westbound on/off ramps are now included in the design.*

Phase A developed the project to 30% design. Phase B (this proposal) includes civil engineering design (roadway) for 60% to 100% construction documents. The project will be delivered by the construction manager at risk (CM@R) method. At this time, the CM@R has not been selected and scope items related to CM@R activities are an estimate only.

Peak Engineering is a subconsultant to Burgess & Niple, providing civil engineering (roadway) design for the following portions of the project (hereinafter referred to as our areas of design responsibility):

- Butler Ave. between the Herold Ranch Road roundabout and the 4th Street roundabout;
- Herold Ranch Road connection from the roundabout, south to the City of Flagstaff property line (dirt road);
- 4th Street from the roundabout, north to the connection point. At this time, this segment is primarily striping;
- Butler Ave. east from the 4th Street roundabout to the connection west of Sinagua Heights Drive.
- *Curb ramp design at the eastbound and westbound on/off ramps. Up to 4 curb ramps are included. Curb ramp design on the west side of the westbound off-ramps are excluded.*
- *Sidewalk design on north and south sides of Butler beneath I-40. B&N is responsible for design of roadway widening and structural engineering including retaining walls to accommodate the new sidewalks. JE Fuller is responsible for drainage design associated with these improvements.*

Utility improvements are limited to relocations and adjustments necessitated by the roadway improvements. Water and sewer infrastructure upgrades are not included. Drainage improvements to Spruce Wash and roadway drainage are included in the project with design being prepared by JE Fuller, under contract to Burgess & Niple (B&N).

The following scope of work itemizes Peak Engineering's responsibilities under this phase of the project.

SCOPE & DELIVERABLES

110. PROJECT MANAGEMENT

Project management tasks include the following activities:

- **110.a Progress Meetings.** Preparation for and participation in bi-weekly project meetings for a duration of 70 weeks *(September 2025 – January 2027)*. Task includes 2 extra meetings. Total number of meetings: 37 @ 1 hour each with 1 hour preparation for PM & 33 @ 1 hour each with 1 hour preparation for PE.
- **110.b Project Manager Meetings.** Peak has no scope associated with this task.
- **110.c Internal Team Meetings.** Preparation for and participation in weekly internal team meetings. Assume 50 weeks during design phases: 50 @ 1 hour each for PM & PE.
- **110.d Project Administration.** Administration costs are estimated to be 4.6% of the total proposed fee, distributed monthly for the duration of the scope. Administration costs include internal project management (schedule, staffing, quality assurance, budget management) and communications not related to the meetings listed above.

210. LAND SURVEY (Data Collection & Basemap)

- **210.a Land Survey.** Peak has no scope associated with this task.
- **210.b Land Survey Incorporation.** Northland Exploration Surveys is expected to collect additional survey data that was not included in the original survey and compile the data into one basemap file. Peak will process the basemap file for design use and will provide the survey basemap in CAD to the design team. *It is expected that additional topographic survey will be obtained by others for the work within the ADOT I-40 right-of-way.*

310. PROJECT COORDINATION

Peak Engineering will prepare for and attend the meetings noted below. Each meeting noted as Peak participating includes PM and PE.

- **310.a Developer/Landowner Coordination.** Peak has budgeted to prepare for and attend up to 2 meetings.
- **310.b ADOT Coordination.** *Peak will participate in up to 3 design or design-review meetings associated with design of sidewalk and curb ramp (4) improvements in the I-40 right-of-way*.
- **310.c ASLD Coordination.** Peak has budgeted to prepare for and attend 1 meeting.
- **310.d Mountain Line Coordination.** Peak has budgeted to prepare for and attend up to 2 meetings.
- **310.e. ADEQ Coordination.** Peak has no scope associated with this task.
- **310.f. Public Outreach.** Peak has budgeted to prepare for and attend 1 meeting.
- **310.g Commission Meetings.** Peak has budgeted to prepare for and attend 6 commission meetings (PM) and 3 meetings (PE).
- **310.h Council Meetings.** Peak has budgeted to prepare for and attend 2 council meetings.

Peak does not anticipate participating in other meetings. Meeting agendas and minutes will be prepared by B&N.

410. UTILITIES

- **410.a Utility Basemap Update.** Peak will compile additional utility information provided by others into the updated project basemap (see Task 210.b).
- **410.b Utility Coordination.** Burgess & Niple is responsible for design coordination with utility companies including submittal of design documents to the utility companies for acknowledgement. Peak will attend and participate in up to 3 meetings with B&N and utility companies.
- **410.c Utility Clearance.** Peak has no scope associated with this task.
- **410.d Relocation Review.** Peak has no scope associated with this task.

510. REPORTS

- **510.a CLOMR.** Peak has no scope associated with this task.
- **510.b COF Drainage Report.** Peak has no scope associated with this task.
- **510.c Final Traffic Report.** Peak has no scope associated with this task.
- **510.d Environmental Services.** Peak has no scope associated with this task.
- **510.e ADA Report.** Peak has no scope associated with this task.
- **510.f ADOT Design Decision Report.** Peak has no scope associated with this task.
- **510.g AASHTO Controlling Criteria Report.** Peak has no scope associated with this task.

610. RIGHT-OF-WAY

- **610.a Right-of-Way Needs Identification.** Peak will develop exhibits showing right-of-way impacts for our areas of design responsibility. This task includes coordination with the project surveyor regarding the exhibits. Responsibility for preparation of legal descriptions and exhibits lies with the project surveyor.

710. PLANS, SPECIFICATIONS AND ESTIMATE

Peak Engineering will prepare 60%, 90%, and 100% Final Sealed Plans and applicable specifications for the project. Construction documents will be developed to generally accepted standards for each level of submittal.

- **Cover.** Peak Engineering has no scope associated with this task.
- **Legend, Notes, and Key Map.** Peak Engineering has no scope associated with this task.
- **Geometric Control.** Burgess & Niple will maintain the roadway centerline control information. Peak will provide updated centerline control information to Burgess & Niple as design develops/changes. Peak does not anticipate preparing any plan sheets under this task. *For the curb ramps and sidewalks within the I-40 right-of-way, Peak will use the Butler Ave. centerline stationing with offset information.*
- **Typical Sections.** Peak will prepare roadway sections for the areas within our design responsibility. This task includes preparation of 1 plan sheet.
- **Details.** Peak will prepare up to two sheets of details necessary to more fully describe the work to be done within our areas of design responsibility. *Peak will prepare applicable details related to the curb ramps and sidewalks in the I-40 right-of-way pertaining to our area of design responsibility. These can be included in the main detail sheets or included on ADOT-specific sheets for permitting.*

- **Roadway Plan & Profiles.** Peak will prepare 11 plan sheets at 20 scale (vertical profile scale to be determined) to depict roadway design of the areas within our design responsibility. It is expected that we will develop 7 plan/profile sheets with 4 additional profile sheets to depict the Butler bifurcated roadway profiles.
  Peak will prepare 4 plan and profile sheets at 20 scale (vertical profile scale to be determined) to depict sidewalk design from I-40 eastbound ramps to westbound ramps (approx. 850 LF).
- **Drainage Plan & Profile.** Peak Engineering has no scope associated with this task.
- **Utilities Plans.** At this time, Peak Engineering has no scope associated with this task.
- **Sanitary Sewer Relocation Plan and Profile.** Peak Engineering has no scope associated with this task.
- **Potable Water Relocation Plan and Profile.** Peak Engineering has no scope associated with this task.
- **Structural Plans.** Peak Engineering has no scope associated with this task.
- **Structural Details.** Peak Engineering has no scope associated with this task.
- **Signalization Plans.** Peak Engineering has no scope associated with this task.
- **Signing & Striping Plans.** Peak will prepare 3 preliminary striping & signing sheets for the areas within our design responsibility, assuming 20 scale viewports. *It is assumed that no striping or signing is required for the sidewalks or curb ramps within the I-40 right-of-way.*
- **Lighting & ITS Plans.** Peak Engineering has no scope associated with this task.
- **Landscaping Plans.** Peak Engineering has no scope associated with this task.
- **Cross Sections.** Peak will prepare 3 plan sheets of preliminary cross sections showing the relationship between existing and proposed grades at 50' intervals for the areas within our design responsibility. *It is assumed that no cross sections are required for the sidewalks or curb ramps within the I-40 right-of-way.*
- **Structural Design.** Peak Engineering has no scope associated with this task.
- **Drainage Design.** Peak Engineering has no scope associated with this task.
- **Roadway Design.** Peak will prepare roadway design for the areas within our design responsibility. This task includes design team coordination. *Sidewalk design for the sidewalks and curb ramps within the I-40 right-of-way is included.*
- **Specifications.** Peak will prepare unique special provisions for the areas within our design responsibility. It is assumed Burgess & Niple will maintain the overall project specifications. Project specifications will be based on MAG specifications and City of Flagstaff addendum to the MAG Specifications.
- **Estimate.** Peak will prepare an Engineer's Opinion of Probable Construction Cost for the areas within our design responsibility, based on estimated quantities. We will furnish our estimated quantities to B&N in a spreadsheet for their use in compiling the whole project estimate. This task also includes review of the CM@R cost model for areas within our design responsibility.
- **Corridor Model Development.** Peak will develop the corridor model within our areas of design responsibility and coordinate model development with B&N and other design team members as necessary.
- **Independent Technical Review.** Peak will participate in an independent technical review of the design team documents at each deliverable stage and will revise our plans based on comments received from the ITR. It is assumed the ITR will be completed prior to submittal to the City of Flagstaff.

810. IF AUTHORIZED TASKS

- **Post Design Services.** The construction phase is scheduled to last 12 months beginning in the summer of 2026.

  - Scope of services for construction phase support may include participation in regular owner-engineer-contractor (OEC) meetings, response to requests for information, review of material submittals, preparation of design revisions (notice of field design changes), field visits to document conditions and general office support.
    Note that the City of Flagstaff requires preparation of record drawings at project completion as part of the Contractor's responsibilities. We have not included a budget amount for this effort. As-built plans and/or Record Drawings, as defined in the City Engineering Standards, can be furnished if sufficient budget remains in Task 810. If insufficient budget remains in Task 810 at the close of the project, Peak Engineering can prepare record drawings after a mutually acceptable scope and fee is negotiated.
  - Not all tasks listed above may be needed during construction and some tasks may require more effort. The scope of services is not explicit as it is construction phase support for a variety of tasks and response to unknown or new conditions. Therefore, this scope is presented as a time and materials budget. Authorized work will not exceed the estimated budget without prior authorization. Peak Engineering will stop work when the agreed upon funding limit is reached and will seek authorization for any additional work required to complete the scope outlined herein.

- **Owner's Contingency.** Peak has no scope associated with this task.
- **CMAR Initiated VE Revisions**. Peak will make design/plan revisions based on VE revisions initiated by the CMAR. This is a budget amount only. Changes requiring more significant effort may require additional fees.
- **Roundabout Relocation.** Peak has no scope associated with this task.
- **Design-Bid-Build Constructability Review.** Due to federal funding and procurement requirements, the PROJECT may necessitate utilizing the design-bid-build process in lieu of CMAR. This activity provides level of effort for Peak to perform constructability reviews and optimization in lieu of the CMAR.
- **Phase B Kickoff w/CM@R.** Attendance at the project kickoff meeting with the design team, CM@R, and City staff;
- **CM@R Coordination.** Peak will participate in 10 meetings with the City, design team and CM@R outside of the regularly scheduled bi-weekly progress meetings (Task 110.a).

Assumptions & Exclusions:

Federalization. This scope does not include work associated with preparing, adhering to, documenting or otherwise following federal guidelines, requirements or restrictions associated with funding.

ADA analysis, design and reporting is excluded.

Limited post design services are included as defined in Task 810. Construction inspection is not included.

Preparation of erosion control, BMP, and SWPPP documentation is excluded.

An updated topographic survey including additional areas will be conducted by others and furnished to Peak in AutoCAD format with the surface (DTM). It is expected that the topographic survey will be complete and will not require editing or linework creation by Peak or multiple processing iterations.

Utility locating and potholing are not included. Peak's scope for showing utility information in the project basemap is based on available as-built and GIS data, adjusted for survey field appurtenances.

Burgess & Niple is responsible for design of roundabouts and preparation of the Traffic Reports.

Burgess & Niple will handle the direct coordination with ADOT and ASLD. Peak will attend up to 3 meetings with ADOT and 1 meeting with ASLD.

JE Fuller will perform the drainage analysis and design for the project and furnish information for roadway drainage elements for Peak to include in the concept design, if applicable.

Renderings or preparation of 3D graphics of design is not included.

Peak will not prepare a roadway asset inventory, photo-documentation of street or driveway conditions, or prepare a video of the existing conditions.

Preparation of legal descriptions/exhibits is excluded.

Preparation of traffic control plans is excluded.

FEE SUMMARY

Task	Description	Proposed Fee
110	PROJECT MANAGEMENT	*$60,630*
210	LAND SURVEY	*$5,985*
310	PROJECT COORDINATION	*$13,770*
410	UTILITIES	$4,995
510	REPORTS	$0
610	RIGHT-OF-WAY	$5,250
710	PLANS, SPECIFICATIONS AND ESTIMATE	*$245,170*
810	IF-AUTHORIZED TASKS	$48,300
	PROJECT EXPENSES	$500
	Subtotal	***$384,600***

As required by the City, Phase B will be performed on a time & materials basis. If additional services are required beyond the scope of Phase B presented herein, we will work with B&N to develop a mutually agreeable scope and fee for the additional services.
Peak will invoice B&N monthly for labor and expenses incurred.

SCHEDULE

Peak anticipates work beginning September 1, 2025.

END

Client Name: Burgess & Niple (COF)

Project Name: City of Flagstaff Butler - Fourth Improvements PHASE B

Project Number: 22BN01

REVISION 5

Client Information

Name: *Burgess & Niple (Attn: Nick Hall)*

Address: *2201 N. Gemini Drive, Suite 116*

Flagstaff, AZ 86001

Nick.Hall@burgessniple.com

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:	$220		$195		$180		$135		$100		$100		$90			
		Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars		
1	Task 110: Project Management	-	$ -	124.00	$ 24,180	116.00	$ 20,880	-	$ -	-	$ -	-	$ -	173.00	$ 15,570	413.00	$ 60,630
2	Task 210: Land Survey	-	$ -	3.00	$ 585	24.00	$ 4,320	8.00	$ 1,080	-	$ -	-	$ -	-	$ -	35.00	$ 5,985
3	Task 310: Project Coordination	-	$ -	42.00	$ 8,190	31.00	$ 5,580	-	$ -	-	$ -	-	$ -	-	$ -	73.00	$ 13,770
4	Task 410: Utilities	-	$ -	6.00	$ 1,170	13.00	$ 2,340	11.00	$ 1,485	-	$ -	-	$ -	-	$ -	30.00	$ 4,995
5	Task 510: Reports	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
6	Task 610: Right-of-Way	-	$ -	2.00	$ 390	9.00	$ 1,620	24.00	$ 3,240	-	$ -	-	$ -	-	$ -	35.00	$ 5,250
7	Task 710a: 60% Submittal	1.00	$ 220	54.00	$ 10,530	165.00	$ 29,700	392.00	$ 52,920	-	$ -	-	$ -	-	$ -	612.00	$ 93,370
8	Task 710b: 90% Submittal (Final 1)	1.00	$ 220	61.00	$ 11,895	163.00	$ 29,340	397.00	$ 53,595	-	$ -	-	$ -	-	$ -	622.00	$ 95,050
9	Task 710c: 100% Submittal Unsealed (Preliminary Final II)	2.00	$ 440	55.00	$ 10,725	122.00	$ 21,960	175.00	$ 23,625	-	$ -	-	$ -	-	$ -	354.00	$ 56,750
10	Task 710d: Final Sealed (Final II)	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
11	Task 810: If Authorized Tasks	-	$ -	100.00	$ 31,200	20.00	$ 14,400	20.00	$ 2,700	-	$ -	-	$ -	-	$ -	140.00	$ 48,300
	LABOR TOTAL:		$ 880		$ 67,665		$ 115,740		$ 135,945		$ -				$ 15,570		$ 384,100

Reimbursable Project Expenses

A	Printing & Reprographics	$ 500
B	Mileage	$ -
C	Meals & Lodging	$ -
D	Equipment	$ -
E	Other (Parking)	$ -
	RPE TOTAL:	$ 500

Sub-Consultants

Survey	$ -
Landscape Architect	$ -
Architect	$ -
Geotechnical	$ -
Other	$ -
SUB-CONSULTANT TOTAL:	$ -

PROJECT TOTAL:

$ 384,600

July 17, 2025

Nick Hall, PE, RSP
Burgess and Niple, Inc.
2201 N. Gemini Drive | Suite 116
Flagstaff, AZ 86001

Dear Nick,

Thank you for requesting professional engineering services from JE Fuller/ Hydrology & Geomorphology, Inc. (JE Fuller). This letter outlines our proposed Phase B Scope of Services, and fee estimate related to the Butler Avenue Improvement Project.

PROJECT UNDERSTANDING

JE Fuller is a subconsultant to Burgess and Niple, providing drainage analysis and design, LID design, storm drainage and culvert crossing design, drainage report preparation and FEMA Conditional Letter of Map Revision for the proposed Butler Avenue Improvement Project. The following scope is based off the 30% design, including increasing the project limits. COF will be widening the roadway prism from the I-40 westbound on/off ramp to I-40 eastbound on/off ramp as shown in Figure 1. We assume that the main trunkline will remain in place and the laterals and catchbasins in the new reach need to be replaced. JE Fuller will determine if the trunkline is adequately sized (Figure 2) per ADOT and COF requirements. If it is not adequate, the findings will be discussed with the City and a design scope can be provided if requested.

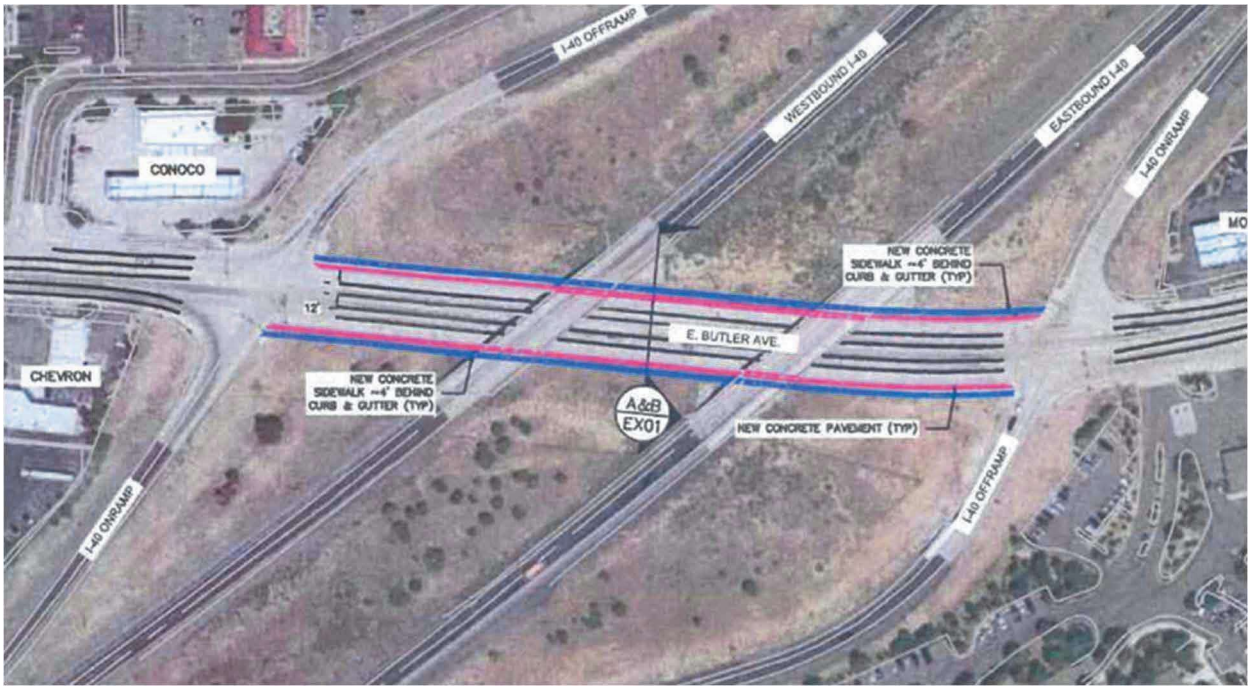


Figure 1 – Project Limits Increase

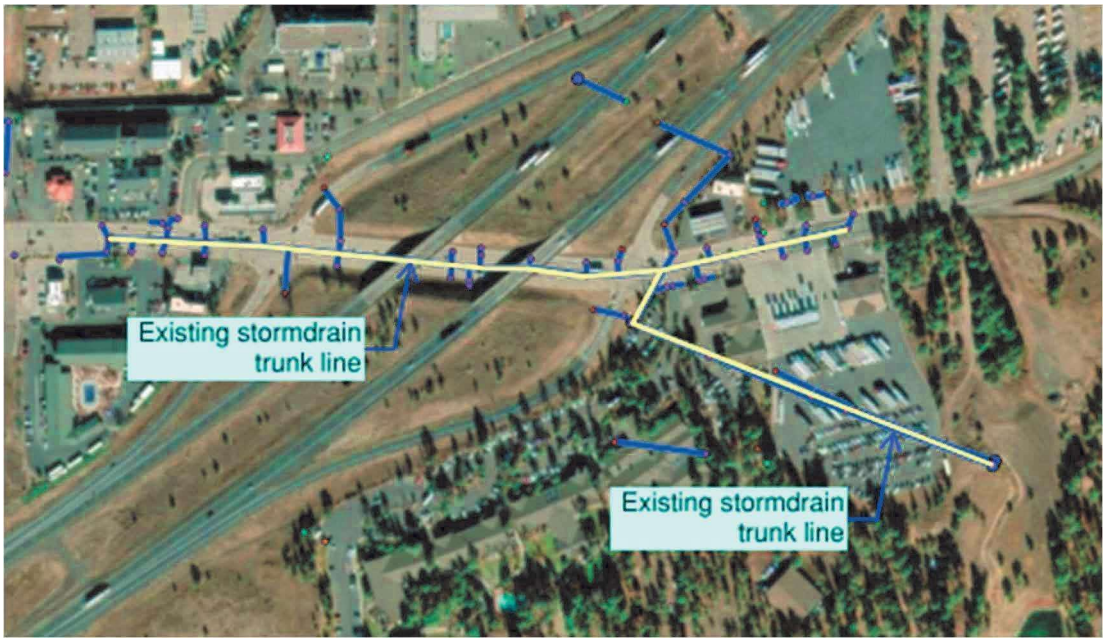


Figure 2 - Stormdrain Network

PROJECT SCOPE (Phase B)

TASK 110 – PROJECT MANAGEMENT

JE Fuller will perform project management and administration tasks to assist B&N in completing the project. The following is included:

- Project Initiation
- Participate in Kickoff Meeting
- Participate in weekly coordination meetings via Teams throughout the design (18 months of Bi-weekly meetings)
- General project administration, contract coordination, and miscellaneous administration tasks

TASK 310 – PROJECT COORDINATION

- COF Commission Meetings (2 meetings and prep are included for one JE Fuller Staff)
- COF Council Meetings (2 meetings and prep are included for two JE Fuller Staff)

TASK 510 – REPORTS

Task 500 A: Conditional Letter of Map Revision (CLOMR) Application

JE Fuller will prepare a Conditional Letter of Map Revision (CLOMR) request and submit it to FEMA based on the designed improvements. This request will include a Technical Support Data Notebook (TSDN) which is a report following FEMA protocol to document the project. The TSDN will include FEMA "MT-2" forms which are required by FEMA for their review. Along with the TSDN, JE Fuller will submit existing and proposed hydraulic models of Switzer Wash. The models will extend far enough upstream and downstream to show the floodplain within the area proposed to be remapped. The

CLOMR request will also include floodplain workmaps, GIS files, and an annotated Flood Insurance Rate Map to show the proposed changes. The CLOMR application will be first submitted to the City of Flagstaff for their review and concurrence. The floodplain administrator from the City will be asked to sign the Overview and Concurrence MT-2 form. With their approval and signature, the CLOMR application will be submitted digitally to FEMA. FEMA fees are $6,750 and are included in JE Fuller's Fee.

Deliverables: JE Fuller will provide the TSDN, model, and workmaps to the City of Flagstaff and FEMA. One set of revisions are included to both the City and FEMA. If additional submittals are required that are outside of JE Fuller's control it will be an additional service.

Task 510 B: Final Drainage Report

JE Fuller will prepare a final drainage report per the City of Flagstaff Stormwater Management Design Manual which will include the following:

- Summary of Switzer Wash Modeling and analysis completed for the CLOMR.
- Hydrologic calculations for roadway improvements and stormdrain and catchbasin sizing
- LID Calculations
- Report Preparation

Previous discussions in Phase A noted that detention would not be required since the project drains directly into a regional wash. Our scope assumes that detention is not required and will not be designed.

Deliverables: Final Drainage Report (A preliminary draft will be submitted with the 60% plans, final draft with the Final I plans and final sealed report with the Sealed Final II plans)

TASK 710 – PLANS, SPECIFICATIONS, AND ESTIMATE

Task 710 A: 60% submittal

JE Fuller will prepare 60% design plans based on comments received from the 30% plan submittal and the additional scope as referenced in the understanding. Prior to proceeding with the 60% design and plan preparation. JE Fuller will meet with the COF and project team to discuss the 30% plan review comments and potential VE options that should be analyzed during the 60% design. The plans will include call-out text and construction notes but will not be fully keynoted or detailed. Estimated quantities will be shown per sheet and we will include an overall spreadsheet for the team's use. We anticipate the following design sheets:

- Detail sheets
- Construction control
- Onsite stormdrain plan and profile
- LID system design
- Regional channel and culvert plan and profile

Project specifications will be presented in the plans, the preparation of a standalone special provisions document is excluded.

JE Fuller will also prepare erosion control plan sheets to cover the full project area.

Deliverables:

- *60% Drainage Plans and Erosion Control Plans*
- *Drainage-related quantities and EOPCC*
- *Comment response from 30% comments.*

Task 710 B: 90% submittal (Final I)

JE Fuller will prepare Final I plans based on comments received from the 60% plan submittal. Prior to proceeding with the Final 1 plan preparation, JE Fuller will meet with the COF and project team to discuss the 60% plan review comments and potential VE options that should be analyzed during the Final I Plans. The sheet index listed in the 60% design documents will be maintained in this phase. The plans will be fully developed and detailed for submission to the COF. The improvement plans will be construction ready but marked "Preliminary, Not For Construction" for COF review.

JE Fuller will update the quantities per sheet and in the overall spreadsheet. An engineer's opinion of probable construction costs will be prepared in coordination with the engineering team.

Deliverables:

- *Final I Drainage Plans and Erosion Control Plans*
- *Drainage and erosion control related quantities and EOPCC*
- *Comment response from 60% plan comments*

Task 710 C: 100% Submittal (Final II)

JE Fuller will prepare Final II plans based on comments received from the Final I submittal. The plans will be fully developed and detailed for submittal to the COF. The improvement plans will be submitted to the City in draft format for final comments prior to being sealed.

JE Fuller will update the quantities per sheet and in the overall spreadsheet. An engineer's opinion of probable construction costs will be prepared in coordination with the engineering team.

Deliverables:

- *Final II Drainage Plans and Erosion Control Plans*
- *Drainage and erosion control related quantities and EOPCC*
- *Comment response from Final I plan comments*

END OF BASIC SERVICES

SERVICES AS NEEDED & AUTHORIZED BY COF

Task 810 A: Post Design Services

Following approval of the plans, JE Fuller will provide post-design services within the designated budget to support the City to successfully complete the construction of the improvements. This may include the following items:

1. Construction meetings as requested
3. Site visits and field observation reports for unforeseen conditions if needed
5. Response to RFI during construction

6. Create ESI's for change in design or possible additions

Task 810 D: Roundabout Relocation

COF is currently coordinating with Little America regarding the redesign & relocation of the proposed roundabout at Herald Ranch. If the COF determines to relocate the roundabout the current drainage design and associated stormdrain system will need to be reconfigured to accommodate the revised location and design. The design work and coordination will be incorporated into the above tasks.

Task 810 E: Design-Bid-Build Constructability Review

Design-Bid-Build Constructability Review – Due to federal funding and procurement requirements, the PROJECT may necessitate utilizing the design-bid-build process in lieu of CMAR. This activity provides level of effort for JEF to perform constructability reviews and optimization in lieu of the CMAR.

Task 810 F: Phase B Kickoff w/ CMAR

JEF will participate in a kick-off meeting (KOM) with selected CMAR following NTP.

Task 810 G: CMAR Coordination

JEF will coordinate with the B&N and the CMAR (to the extent of JEF's design scope) to determine estimated construction costs, optimize the constructability of plans, determine construction phasing, and identify opportunities for efficiencies during construction. Implementation of advised actions is covered under section 710 tasks. A budget of 36 hours has been included for these efforts. JEF activities include:

- Participate in meetings;
- Plan-in-hand project walk after 60% submittal to discuss project optimization; and
- Participate in follow-up conversations.

FEE ESTIMATE

JE Fuller's time and materials fee is defined below per the hourly rates in Table 2. The detailed hourly backup is attached.

Table 1 - Fee Estimate

Task	Fee
TASK 110 - Project Management and Administration	**$44,990**
Project Administration	$20,510
Project Meetings	$24,480
TASK 310 - Partnering and Public Involvement	**$20,940**
310 G and H - Council/Commission/Public Meetings	$14,400
TASK 510 – REPORTS	**$49,274**
500 A - CLOMR Application	$26,574
500 B - Drainage Report	$22,700
TASK 710 – PLANS, SPECIFICATIONS, AND ESTIMATE	**$146,460**
710 A - 60% submittal	$65,470
710 B - 90% submittal (Final I)	$54,350
710 C - 100% Submittal Sealed (Final II)	$26,640
END OF BASIC SERVICES	
If Authorized Services	
Task 810 A - Post Design Services	$20,700
Task 810 D - Roundabout Relocation	$20,020
Task 810 E - Design-Bid-Build Constructability Review	$10,350
Task 810 F - Phase B Kickoff w/ CMAR	$1,120
Task 810 G - CMAR Coordination	$6,900
TOTAL	**$309,124**

Table 2 - Billing Rates

Category	Rate
Master Engineer	$200
Senior Engineer IV	$185
Senior Engineer III	$175
Project Engineer IV	$168
Project Engineer III	$152
Designer	$130
Administrator	$125

SCHEDULE

JE Fuller will work with the project team to complete this phase of the project design.

ASSUMPTIONS

- Meetings or additional field visits not specified herein are not included in this cost estimate. If additional meetings, coordination, or field visits are required, a cost and scope modification will be negotiated on a time-and-materials basis.
- Survey is not included. JE Fuller is assuming that sufficient survey data will be provided by B&N.
- No regional hydrologic modeling is included in this scope.
- Design of new detention structures are not included but can be provided as an additional service.
- Design of new stormdrain trunkline to replace the existing stormdrain within the ADOT ROW is not included but can be provided as an additional service.
- LOMR application can be provided under a separate scope of services.
- Design of the new franchise utility lines (gas, electric, communication) is not included.
- Design of the waterline and sewer line along with the associated ADEQ submittals are not included.
- Structural design, if needed will be provided by B&N.
- Design of pedestrian access through the culvert is not included.
- Services not specifically included in the above Project Scope are excluded but can be provided as additional services.
- Record Drawings/As-built preparation and/or review is not included and will be the responsibility of the Contractor during construction.
- No additional Clean Water Act Section 404, Endangered Species Act, or National Historic Preservation Act compliance is required – an Approved Jurisdictional Determination was received in March of 2024.
- This estimate is valid for a period not exceeding 90 days.
- Any task not expressly described herein is not included in the proposed cost.

We greatly appreciate the opportunity to work on this project. If you have any questions regarding this proposal, please do not hesitate to contact me.

Sincerely,

JE Fuller/Hydrology & Geomorphology, Inc.



Joseph Loverich, P.E., CFM
Vice President

FEE PROPOSAL WORKSHEET - Butler and Fourth Improvements

CLIENT: B & N

7/17/2025

TASK	Master Engineer III $200	Senior Engineer IV $185	Senior Engineer III $175	Project Engineer III $152	Designer IV $130	Admin $125	Intern $50	Labor Cost Subtotal	Direct Cost (Expenses)	Direct Cost Description	TOTALS
TASK 110 - Project Management and Administration	**2**	**128**	**108**	**-**	**2**	**6**	**-**	**$ 43,990.00**	**$ 1,000.00**		**$ 44,990.00**
110 B - Project Administration	2	60	40		2	6		$ 19,510.00	$ 1,000.00	Mileage	$ 20,510.00
110 C - Project Meetings		68	68					$ 24,480.00	$ -		$ 24,480.00
								$ -			
TASK 310 - Partnering and Public Involvement	**-**	**40**	**40**	**-**	**-**	**-**	**-**	**$ 14,400.00**	**$ -**		**$ 14,400.00**
310 G and H - Council/Commission/Public Meetings		40	40					$ 14,400.00			$ 14,400.00
								$ -			
TASK 510 – REPORTS	**4**	**20**	**120**	**112**	**-**	**-**	**-**	**$ 42,524.00**	**$ 6,750.00**		**$ 49,274.00**
500 A - CLOMR Application	2	8	40	72				$ 19,824.00	$ 6,750.00		$ 26,574.00
500 B - Drainage Report	2	12	80	40				$ 22,700.00	$ -		$ 22,700.00
								$ -	$ -		
TASK 710 – PLANS, SPECIFICATIONS, AND ESTIMATE	**18**	**248**	**804**	**-**	**712**	**-**	**-**	**$ 141,370.00**	**$ -**		**$ 141,370.00**
710 A - 60% submittal*	**4**	**50**	**176**	**0**	**174**			**$ 63,470.00**	**$ -**		**$ 63,470.00**
Drainage Design		20	70		80			$ 26,350.00			$ 26,350.00
Plan Preparation	2	20	70		94			$ 28,570.00			$ 28,570.00
Specifications	2	5	20					$ 4,825.00			$ 4,825.00
Estimate		5	16					$ 3,725.00			$ 3,725.00
								$ -			
710 B - 90% submittal (Final I)*	**2**	**50**	**140**	**0**	**142**			**$ 52,610.00**	**$ -**		**$ 52,610.00**
Drainage Design		20	60		40			$ 19,400.00			$ 19,400.00
Plan Preparation	1	20	60		102			$ 27,660.00			$ 27,660.00
Specifications	1	5	10					$ 2,875.00			$ 2,875.00
Estimate		5	10					$ 2,675.00			$ 2,675.00
								$ -			
710 C - 100% Submittal Sealed (Final II)*	**3**	**24**	**86**	**0**	**40**	**0**	**0**	**$ 25,290.00**	**$ -**		**$ 25,290.00**
Drainage Design		8	16					$ 4,280.00			$ 4,280.00
Plan Preparation	2	8	60		40			$ 17,580.00			$ 17,580.00
Specifications	1	4	5					$ 1,815.00			$ 1,815.00
Estimate		4	5					$ 1,615.00			$ 1,615.00
								$ -			$ -
If Authorized Tasks	**72**	**58**	**168**	**30**	**-**	**-**	**-**	**$ 59,090.00**	**$ -**		**$ 59,090.00**
Task 810.a - Post Design Services	6	24	60	30				$ 20,700.00	$ -		$ 20,700.00
Task 810 d. Roundabout Relocation	4	32	76					$ 20,020.00	$ -		$ 20,020.00
Task 810 e. Design-Bid-Build Constructability Review	36		18					$ 10,350.00	$ -		$ 10,350.00
Task 810 f. Phase B Kickoff w/ CMAR	2	2	2					$ 1,120.00	$ -		$ 1,120.00
Task 810 g: CMAR Coordination	24		12					$ 6,900.00	$ -		$ 6,900.00
								$ -	$ -		$ -

*Sum of subtasks

TOTAL CONTRACT AMOUNT	$ 309,124.00

Attachment C

LOGANSIMPSON

October 29, 2024

Nick Hall, P.E., RSP
Flagstaff Engineering Leader
Burgess & Niple, Inc.
2201 North Gemini Drive | Suite 116
Flagstaff, Arizona 86001

Subject: Flagstaff Butler – Fourth Improvements
Proposal for Landscape Architecture Services – Contract Modification #2
Logan Simpson Project No. 225349

Dear Mr. Hall,

Logan Simpson is pleased to submit this Scope of Work and Fee Estimate (Mod#2) to provide Landscape Architectural Services, including drawings, details, and specifications for the above-referenced project located in Flagstaff, AZ. As this is an existing project, this Scope and Fee will be considered Contract Modification #2.

I have been assigned this project as the Landscape Architect out of our Tempe office. Should you have any questions please do not hesitate to contact me at (480) 435-0742 or via e-mail at **Bremme@logansimpson.com**. We look forward to collaborating with Burgess & Niple on this project.

Sincerely,

Brad Remme
Senior Associate Landscape Architect

Attachments: (1) Scope of Work; (2) Fee Proposal

INTRODUCTION

The City of Flagstaff is planning a roadway improvement project along Butler Avenue, within the City of Flagstaff, Coconino County, Arizona. The Butler-Fourth Improvements Project is a combined project formerly shown as the Butler Avenue Widening and Butler-4th Intersection Reconstruction projects. The project is in the vicinity of Butler Avenue and Fourth Street in Flagstaff, Arizona, and can be described as a roadway, stormwater, and utility improvements project. The project consists of widening Butler Avenue from the Interstate 40 (I-40) to Sinagua Heights Subdivision (approximately 1.1 mi) and widening Fourth Street from Warm Springs Trail/Sparrow Avenue to the upcoming Canyon Del Rio development south of Butler Avenue (approximately 0.5 mi).

Several intersections, new and existing, will be impacted along Butler Avenue. The Herold Ranch Road intersection will be re-aligned and converted to a roundabout. The Butler Avenue and Fourth Street intersection will be converted to a roundabout and will be raised to reduce flooding impacts from Spruce Avenue Wash. The project will include enhanced bicycle and pedestrian treatments, including off-street bike lanes and sidewalks within project limits. Landscape improvements will take place within designated roadway medians and select parkway areas. Landscape work will include irrigation, inert ground surfacing, and wooden rail fences in specified locations. Finally, this project will have several utility relocations, possible pipe upsizing, and significant stormwater infrastructure improvements.

The project will be constructed within the existing City of Flagstaff right-of-way (ROW) and City of Flagstaff easement on Arizona State lands. Additionally, temporary construction easements may be needed from private and Arizona State lands. Logan Simpson assumes a contractor use area for parking, staging, and stockpiling would be within the project area and that no separate staging areas would be needed. Temporary lane closures and the use of flaggers to direct traffic may be needed. No detours are anticipated to be needed. Temporary embedded traffic control signage is anticipated to be needed throughout the project area.

SCOPE OF SERVICES BY TASKS AND PROJECT DOCUMENTATION

Logan Simpson will be responsible for the landscape architectural design (landscape, and irrigation) from Schematic Design (SD), Design Development (DD), and Construction Documents (CDs – City Permit). Logan Simpson will prepare plans per the most current version of the City Engineering Procedures Manual, City Standard Specifications and Details, and other standards such as CPTED, ADA Accessibility.

Design Team/City Progress/Coordination Meetings (12) **-** Logan Simpson will participate in project coordination meetings to review the Project's status, collaborate on the design, coordinate with other project disciplines, and discuss project action items and schedule. It is anticipated that there will be 12 total meetings throughout the Project's design, and all meetings will be held via Video Conference Calls.

Project Due Diligence **-** Logan Simpson will review the City's requirements and standards applicable to this type of Project. Logan Simpson will also review any applicable County or ADOT requirements.

Landscape Design and Construction Documents **-** The landscape palette will include plant material contextual to the surrounding environment, aesthetically pleasing, seasonally colorful, and sustainable in the Flagstaff area. All plant material will be designed to provide clearance for vehicular through the project site. The landscape will not extend into sidewalks, trails, bike lanes, or travel lanes.

The landscape plan will identify the final locations of inert ground cover and vegetation, including contractor-supplied plant materials. The Project will include a complete plant key, materials schedule, and quantities. Logan Simpson will provide installation details for all landscape components.

Irrigation Design and Construction Documents - Logan Simpson will prepare an irrigation plan for all landscape improvements. The irrigation system will be designed to meet the Project's overall water management goals. The irrigation plans will identify all piping and equipment required for a fully functioning drip irrigation system. The irrigation plans will include all essential electrical wiring details and the system's operation diagrams. The irrigation system (i.e., water meter, backflow device, and valves) will be sized, and the irrigation piping will be broken down by schedule and size. Logan Simpson will provide installation details for all irrigation components. The new power and water sources will be coordinated with the design team's electrical engineer and civil engineer who will be responsible for providing a J-Box and a backflow prevention device (minimum) at the requested locations.

Technical Specifications, Cost Estimate, and Quality Control Review - Logan Simpson will prepare technical specifications for the landscape and irrigation components shown on their plans. The technical specifications will be provided in MS Word, using the design team's standard format. Logan Simpson will develop a Cost Estimate at the 90% and 100% Submittals. The Cost Estimate will include material quantities and unit values. At each submittal phase, Logan Simpson will complete the Project's quality control review and document all internal comments from the Principal and Project Manager.

SCOPE OF DESIGN SERVICES BY STAGES

Logan Simpson will participate in the following design phases and provide submittals in line with the percentage of completion anticipated for each step. At each design phase, Logan Simpson will submit documents electronically (PDFs) to Burgess & Niple for issuance to the design team and for City reviews. Logan Simpson will incorporate and address all received review comments accordingly.

Task 1.0 60% Design Documents

- Participate in (1) coordination meeting with Stakeholders
- Participate in (2) virtual internal design coordination meetings
- Project Due Diligence
- Prepare SD Landscape Plan (tree layout with proposed plant schedule)
- Prepare SD Irrigation Plan (mainline layout)
- Provide Project Quality Control Review on Documents

Task 2.0 90% Design Documents

- Participate in (2) coordination meetings with Architect/Team
- Participate in one (1) Stakeholder coordination meeting
- Prepare DD Landscape and Irrigation (per City's Landscape Plan Comments)
- Prepare Technical Specifications
- Prepare Cost Estimate
- Provide Project Quality Control Review on Documents

Task 3.0 Design Documents - Sealed

- Participate in (1) Stakeholder coordination meeting
- Participate in (2) virtual internal design coordination meetings
- Prepare 100% CD Plans with Technical Specifications and Details for Permit Review Approval
- Prepare Cost Estimate
- Provide Project Quality Control Review on Documents

Task 4.0 – Construction Administration Services

Pre-Construction Meeting **-** Logan Simpson will attend a pre-construction meeting with Owner/City, General Contractor (GC), its subcontractors, and the development team before construction. The goal of the pre-construction meeting will be to discuss Administrative procedures, establish field communication protocol, and review contractual and technical requirements. It is anticipated that this meeting will be held virtually.

In-office Services during Construction **-** Logan Simpson will review and approve the Contractor's landscape and irrigation submittals. Logan Simpson will also respond to RFI's/ASI's regarding landscape and irrigation issues. Construction documentation is anticipated to be processed through the City Software (City online, web-based Construction Software system) and the City PM.

Substantial Completion Walkthrough - At the end of landscape construction, Logan Simpson will coordinate with the Contractor to schedule a compliance completion walkthrough of the landscape and irrigation. During this walkthrough, a punch list of items that need to be corrected will be created. Finally, a meeting will be scheduled via Teams to discuss any outstanding items.

Final Completion Walkthrough - After completing substantial punch list items (usually 90 days), Logan Simpson will coordinate with the Contractor to schedule a compliance walkthrough of the landscape and irrigation. Logan Simpson will verify if items from the substantial completion walkthrough have been corrected and add any corrections to the final punch list. Lastly, an OAC meeting will be scheduled via Teams to discuss any outstanding items.

PROPOSED FEE:

Logan Simpson proposes to complete the work described above for a total hourly, not-to-exceed fee of **$41,195.00.** Direct reimbursement is part of the fee. See Exhibit 'B' for the fee breakdown showing personnel, rates, and hours associated with each task.

ASSUMPTIONS:

Specifically excluded from Logan Simpson's scope of services are any professional design services required by statute or regulation to be performed by other professionals such as architect, civil, electrical, and structural or geotechnical engineer (e.g., buildings, earthwork, piped drainage systems). Also excluded is the generation of any special studies, reports, calculations, or documents, and other items as listed below:

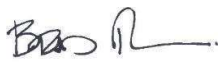
The following services are specifically excluded from this Scope of Work:

- Coordination of Materials Testing and Special Inspections
- Public meetings, Public outreach
- Structural Engineering and other Work not related to Logan Simpson's Core Competences
- Demolition Plans and Temporary Irrigation Plans
- Monument Sign or Wayfinding Signage
- 3D Graphics and Illustrations
- Irrigation Pump or Well Design
- Artist Collaboration
- Hardscape Design
- SWPPP

- Low-Voltage Lighting Design
- Bid Assistance
- As-Builts and O&M Manuals
- Native Plant Inventory/Salvage Plans, Resource Protection Plans

ACCEPTANCE

Dear Mr. Hall, please acknowledge your acceptance of this proposal/contract modification by signing the below and returning it to me at the address on the above letterhead or via email. We look forward to collaborating with you on this Project.



10/29/2024

Brad Remme, Logan Simpson — Date

Nick Hall, Burgess & Niple — Date

LOGAN SIMPSON

DESIGN SERVICES

TASK	DESCRIPTION	Logan Simpson Project Principal/LA	Logan Simpson Sr. Project Manager	Logan Simpson Sr. Landscape Architect	Logan Simpson Landscape Designer	Logan Simpson Irrigation Designer	TOTAL HOURS	TOTAL LABOR COST
1.0	**60% DESIGN DOCUMENTS**							**$11,937**
	Participate in Progress/Coordination Meeting (2) - Virtual Conference Meeting		2				2	$330
	Participate in Stakeholder Coordination (1) - Virtual Conference Meeting		1		1		2	$270
	Project Due Diligence		4		4		8	$1,080
	Prepare SD Landscape Plan (tree layout only with proposed plant and inert material schedule)		12	8	42		62	$7,542
	Prepare SD Irrigation Plan (mainline layout only and proposed irrigation component schedule)		2		8	8	18	$2,250
	Provide Project Quality Control Review on Internal Documents prior to Submittal		2			1	3	$465
2.0	**90% DESIGN DOCUMENTS**							**$11,051**
	Participate in Progress/Coordination Meeting (2) - Virtual Conference Meeting		2				2	$330
	Participate in Stakeholder Coordination Meeting (1) - Virtual Conference Meeting		1		1		2	$270
	Prepare 90% Landscape Plan and preliminary details		12	4	36		52	$6,336
	Prepare 90% Irrigation Plan and preliminary details				6	10	16	$1,980
	Prepare 90% Cost Estimate		1		2	2	5	$645
	Prepare 90% Technical Specification		4			1	5	$795
	Provide Project Quality Control Review on Internal Documents prior to Submittal	1	2			1	4	$695
3.0	**100% DESIGN DOCUMENTS - SEALED**							**$10,796**
	Participate in Progress/Coordination Meeting (2) - Virtual Conference Meeting		2				2	$330
	Participate in Stakeholder Comment Resolution Meeting (1)		1		1		2	$270
	Prepare 100% Construction Documents (Sealed)		16	4	26	8	54	$7,026
	Prepare 100% Cost Estimate		4		4	2	10	$1,350
	Prepare 100% Technical Specifications		6			1	7	$1,125
	Provide Project Quality Control Review on Internal Documents prior to Submittal	1	2			1	4	$695
4.0	**CA Services | Post Design Services**							**$7,080**
	Project RFI's, Submittal Reviews, ASI's, General Communications, Pre-Con Meeting		16		2	2	20	$3,120
	Substantial Completion - (1) Site Visit		12				12	$1,980
	Final Acceptance - (1) Site Visit		12				12	$1,980
	ESTIMATED HOURS	2	116	16	133	37	304	
	DIRECT HOURLY RATE	**$230.00**	**$165.00**	**$144.00**	**$105.00**	**$135.00**		
	LABOR COST	$460.00	$19,140.00	$2,304.00	$13,965.00	$4,995.00		

DIRECT LABOR COST		**$40,864**
Mileage	$	300
General Expenses, Printing	$	31
DIRECT EXPENSE COST	**$**	**331**
TOTAL FEE	**$**	**41,195**

LOGANSIMPSON

April 3, 2025

David C. Lenzer, P.E.
Director, Transportation Scoping & Design
Burgess & Niple, Inc.
1500 N. Priest Drive, Suite 102
Tempe, AZ 85288

Subject: Federal Highway Administration No. pending
Butler-Fourth Improvements
Logan Simpson Project No. 225349

Dear Mr. Lenzer,

Logan Simpson is pleased to submit this Scope of Work and Fee Estimate for the anticipated work to complete the environmental clearance and associated technical resources reports for the above-referenced project. This Scope of Work and Fee Estimate were revised with the understanding that the Arizona Department of Transportation (ADOT) will not be involved in this project and that funding would be issued directly by the Federal Highway Administration (FHWA).

The Environmental Planner in our office that has been assigned to this project is Marshall Hayes. Should you have any questions please do not hesitate to contact Marshall at (480) 967-1343 or via e-mail at **mhayes@logansimpson.com**. We look forward to working with Burgess & Niple on this project.

Sincerely,



Patricia R. McCabe
Principal Environmental Planner

Attachments: (1) Scope of Work; (2) Task Order Worksheet; (3) Terracon Scope and Fee; and (4) Newton Scope and Fee

INTRODUCTION

The City of Flagstaff, in coordination with the Federal Highway Administration (FHWA), is planning a roadway improvement project along Butler Avenue, within the City of Flagstaff, Coconino County, Arizona. The Butler-Fourth Improvements Project is a combined project formerly shown as the Butler Avenue Widening and Butler-Fourth Intersection Reconstruction projects. The project is in the vicinity of Butler Avenue and Fourth Street in Flagstaff, Arizona, and can be generally described as a roadway, stormwater, and utility improvements project. The project consists of widening Butler Avenue from the Interstate 40 (I-40) to Sinagua Heights Subdivision (approximately 1.1 mi) and widening Fourth Street from Warm Springs Trail/Sparrow Avenue to the upcoming Canyon Del Rio development south of Butler Avenue (approximately 0.5 mi) (refer to Exhibits A and B).

Several intersections, new and existing, will be impacted along Butler Avenue. The Herold Ranch Road intersection will be re-aligned and converted to a roundabout. The Butler Avenue and Fourth Street intersection will be converted to a roundabout and will be raised to reduce flooding impacts from Spruce Avenue Wash. The project will include ITS (Fiber Optic Conduit) facilities and enhanced bicycle and pedestrian treatments, including off-street bike lanes and sidewalks within project limits. Finally, this project will likely have several utility relocations, possible pipe upsizing, and significant stormwater infrastructure improvements. This project will be delivered through the Construction Manager At Risk (CMAR) project delivery process.

The project will be constructed within the existing City of Flagstaff right-of-way (ROW) and City of Flagstaff easement on Arizona State lands (refer to Exhibit C). However, new ROW and permanent easements may be needed from private and Arizona State lands. Additionally, temporary construction easements may be needed from private and Arizona State lands. Some work will occur within the ADOT ROW near I-40. Therefore, an ADOT encroachment permit will be needed. ADOT requires some level of environmental documentation associated with issuing encroachment permits. However, the environmental level of effort outlined in this Scope of Work is expected to be adequate to meet ADOT's environmental requirements for the encroachment permit. Logan Simpson assumes a contractor use area for parking, staging, and stockpiling would be within the project area and that no separate staging areas would be needed. Temporary lane closures and the use of flaggers to direct traffic may be needed. No detours are anticipated to be needed. Temporary embedded traffic control signage is anticipated to be needed throughout the project area. Logan Simpson understands that the City of Flagstaff has development planned throughout the general area including a new subdivision which would be adjacent to the project.

The project is expected to use federal transportation funds (Raise Grant). Therefore, it will require compliance with the National Environmental Policy Act (NEPA). The federal funding will be distributed by the Federal Highway Administration (FHWA). Project construction will be administered by the City of Flagstaff. Logan Simpson will conduct the environmental investigations and prepare technical resource documentation to support the National Environmental Policy Act (NEPA) compliance for the project. The project is expected to meet the requirements of a Categorical Exclusion for federally funded projects involving the modernization of a highway by resurfacing, restoration, rehabilitation, reconstruction, adding shoulders, or adding auxiliary lanes.

The following services are excluded from this Scope of Work:

- Preparation of a Project Data and Field Review Form
- Public meetings
- Preparation of environmental considerations
- Preparation of a Biological Assessment or Biological Evaluation
- Preparation of the CE Checklist or Environmental Commitments, or associated coordination
- Evaluation of the built environment; inventory of traditional cultural properties; ethnographic interviews; archival research; Historic American Engineering Record or Historic American Building Survey documentation; separate historic road documentation; preparation of Section 106 agreement documents; archaeological site flagging or marking; preparation of a historic properties treatment plan; archaeological testing and/or data recovery; and archaeological construction or pre-construction (e.g., geotechnical and/or utility potholing) monitoring.
- Wild and scenic river coordination
- Sole source aquifer coordination with the U.S. Environmental Protection Agency
- Separate geotechnical clearance
- Natural Resources Conservation Service Farmland Conversion Impact Rating Corridors form
- Section 4(f) consultation letters, or Individual Section 4(f) evaluation document
- Phase I Environmental Site Assessment and hazardous materials monitoring
- Quantitative air analyses
- Separate technical visual analyses, report, or simulations
- Environmental Justice Evaluations
- ADOT Encroachment Permit

If, at any time, FHWA determines that an Environmental Assessment or Environmental Impact Statement is required, Logan Simpson will submit a Task Order Revision to this Scope of Work. If any work is necessary outside of the project area, a Task Order Revision will be needed.

TASK 1.0 KICK-OFF MEETING

One Logan Simpson staff member will prepare for and attend one virtual project kick-off meeting. It is assumed that the meeting will be 2 hours in duration. Logan Simpson will provide B&N with an environmental summary from the meeting for incorporation into the overall meeting notes prepared by B&N or City of Flagstaff.

TASK 2.0 BIOLOGICAL RESOURCES

A detailed Biological Technical Memorandum is anticipated to be necessary for this project based on its location, proposed scope, and anticipated impacts to the surrounding vegetation. Logan Simpson will conduct an on-site reconnaissance-level survey of the project area; utilize the Arizona Game and Fish Department's (AGFD) Online Review Tool Report and USFWS Information for Planning and Consultation

(IPaC) species list; conduct a literature review and access GIS-based natural resource data to obtain current information regarding threatened, endangered, and sensitive (TES) species occurrences in the project area; and document the absence of suitable or occupied habitat for TES species in the document.

One (1) species evaluation is anticipated for the monarch butterfly. The biological technical memorandum will include an analysis of the project activities and a description of the species' status in the project area. The analysis of potential project-related impacts will include an assessment of direct and indirect effects. Appropriate conservation strategies and mitigation measures will be developed for each species in relation to impacts associated with the proposed action.

Upon completion of the technical memorandum, an electronic copy of the draft report will be provided to FHWA for review. Following incorporation of review comments, an electronic copy of the final report will be provided to FHWA. The attached fee estimate is predicated on the following assumptions. A task order revision or cost modification may be necessary if any of the following assumptions are determined to not apply.

BIOLOGICAL ASSUMPTIONS:

- Biological fieldwork cannot be conducted until spring when the ground is clear of snow.
- No species-specific surveys will be required.
- The site visit will take one (1) day to complete and will be conducted concurrently with the Clean Water Act on-site investigation for a total of two (2) people.
- No informal or formal Section 7 consultation with the USFWS will be required. **It should be noted that the monarch butterfly was recently proposed for listing as a "threatened" species and a listing decision could be made by the end of 2025. If the monarch butterfly is listed under the ESA by the USFWS and the project is not approved/completed prior to the species' listing, additional documentation and consultation may be needed for this project and a revision to this scope of work would be required to assist with this effort.**
- The monarch butterfly is the only species that will be evaluated in detail in the biological technical memorandum. If detailed analysis of any additional species is necessary for this project, a Task Order Revision to this Scope of Work will be required.
- No Management Indicator Species Report or Migratory Bird Analysis Report will be required.
- A separate biological clearance for the geotechnical investigation will not be required (any geotechnical investigations needed will be addressed in the technical memorandum for the overall project).

TASK 3.0 CLEAN WATER ACT

Preliminary Jurisdictional Determination

A review of aerial imagery suggests that the proposed project crosses an intermittent feature, Spruce Avenue Wash, which is likely a waters of the US (Waters). Logan Simpson will conduct an on-site investigation to determine the limits of potential Waters in the project area. Logan Simpson will conduct a field survey of the project area to evaluate the jurisdictional limits of the potential Waters under the jurisdiction of the US Army Corps of Engineers (Corps). The survey protocol will be in accordance with the

Corps' March 2017 *Minimum Standards for Acceptance of Aquatic Resources Delineation Reports*. Photographs of the potential Waters will be taken, notes will be taken of the current condition, and the Ordinary High-Water Mark will be mapped using a hand-held GPS-capable device.

Following the field review, Logan Simpson will prepare a Preliminary Jurisdictional Determination (PJD) that evaluates potential Waters. The report will include a cover letter to the Corps summarizing the findings of the field reconnaissance, an evaluation of potential Waters, aerial photographs depicting the presumed jurisdictional limits of Waters, ground photographs, a Physical Characteristics and Other Information table, Regulatory Guidance Letter (RGL) 16-01 Appendix 1 and 2, and the Corps ORM upload sheet, and standard map figures including state, vicinity, topographic, and floodplain. An electronic copy of the PJD will be provided to FHWA for review. Following incorporation of review comments, an electronic copy of the final report will be provided to FHWA to submit to the Corps.

Nationwide Permit 14 Pre-Construction Notification

Based on the scope of work for the proposed project, it is anticipated that permanent impacts within potential Waters will exceed 0.10 acre and thereby be qualified under Nationwide Permit 14 Pre-Construction Notification (PCN) for Linear Transportation Projects. Logan Simpson will prepare a PCN that includes ENG Form 6082, graphics overlaying design plans with potential waters and proposed impacts. An electronic copy of the PCN will be provided to FHWA for review. Following incorporation of review comments, an electronic copy of the final report will be provided to FHWA to submit to the Corps.

CLEAN WATER ACT ASSUMPTIONS:

- The stie visit will take one (1) day to complete and will be conducted concurrently with the biological reconnaissance field visit for a total of two (2) people.
- Wetlands are not present in the project area. If wetlands are observed, a modification to this scope of work will be required.
- The project will be authorized under Nationwide Permit 14, Preconstruction Notification for Linear Transportation Projects.
- An Individual Permit will not be necessary. If more than 1 acre of permanent impact to Waters occurs as the result of the proposed project, a modification to this scope of work will be required.

TASK 4.0 PUBLIC AND AGENCY SCOPING

Logan Simpson will prepare and submit draft public and agency scoping letters and distribution lists to B&N, City of Flagstaff, and FHWA for review and approval. The scoping letters will be prepared on City of Flagstaff letterhead with City of Flagstaff signature. Preparation of the scoping letters will occur following approval of the project description and bulleted scope of work by B&N, City of Flagstaff, and FHWA.

Electronic copies of the draft scoping letters and distribution lists will be provided to FHWA for their review and approval. Following incorporation of up to two rounds of review comments, Logan Simpson will email (or mail if email contact information is not available) the approved agency scoping letters and assumes no more than 30 letters will be mailed. Logan Simpson will coordinate with the project team regarding comments received from agencies and will provide up to 3 comment responses via phone or email. Logan Simpson will provide a record of all scoping materials to FHWA for the project record.

TASK 5.0 CULTURAL RESOURCES

The planned road improvement project is subject to compliance with Section 106 (54 USC § 306108) of the National Historic Preservation Act (NHPA; 54 USC § 300101 *et seq.*) and its implementing regulations (36 CFR Part 800), the Archaeological Resources Protection Act of 1979 (ARPA), the Native American Graves Protection and Repatriation Act, as amended (NAGPRA; 16 USC § 470aa-mm), the Arizona State Historic Preservation Act (SHPA; A.R.S. § 41-861 *et seq.*), the Arizona Antiquities Act (AAA; A.R.S. § 15-1631 and § 41-841 *et seq.*), and Flagstaff Zoning Code Section 10-30.30; as well as the state laws concerning the treatment of human remains on municipal and state lands (A.R.S. § 41 844) and private lands (A.R.S. § 41 865). As the lead federal agency, FHWA is responsible for managing Section 106 consultation. Consulting parties will include the Arizona State Historic Preservation Office (SHPO), Arizona State Land Department (ASLD), the City of Flagstaff, and Native American Tribes (Tribes) that claim a traditional association with the land. The area of potential effects (APE) for this undertaking encompasses approximately 88.7 acres within Sections 13, 23, and 24 of Township 21 North (T21N), Range 7 East (R7E) (Flagstaff East [1986] and Flagstaff West [1983] USGS 7.5' topographic quadrangles) and passes through City of Flagstaff-owned land, privately owned land, and ASLD owned land.

Logan Simpson previously completed a Class I inventory (records search) to identify the nature and scope of previous archaeological investigations and documented cultural resources that intersect the APE and a surrounding 1/2-mile buffer area (the "study area", collectively) (Tsouras to Hall, 15 March 2023). The Class I inventory concluded that no previously identified historic properties—including archaeological sites or historic structures—are within the APE. Most of the APE has been subjected to previous cultural resources survey, small portions of the APE have not, and some of the previous surveys were conducted decades ago. The previous surveys are no longer considered valid in accordance with SHPO Guidance Point No. 5 as well as ASM's recent guidance that surveys over 10 years old will not be accepted as adequate and require resurvey (Policy and Procedures Regarding the Use of Previous Archaeological Survey Data [Policy 8-201 and 8-203], AAA Administrator, effective July 1, 2024). Based on the above, Logan Simpson has identified 64.2 acres encompassing areas of the APE that either have not undergone survey, or were surveyed more than 10 years ago, and require Class III survey. The updated Class III pedestrian cultural resources survey will be undertaken to identify any historic properties that are or could be eligible for inclusion in the Arizona and National Registers of Historic Places (A/NRHP), in order to ensure compliance with the NHPA, Flagstaff Zoning Code Section 10-30.30, the AAA, and state laws concerning the treatment of human remains on municipal and state lands and private lands within Arizona.

Prior to Class III survey, the boundaries of previous projects, as well as features depicted on historic maps, will be uploaded into Trimble GPS units to provide useful data for archaeologists during survey. Since the APE is located on City of Flagstaff and state land, Logan Simpson will obtain a project specific Arizona Antiquities Act permit to conduct archaeological surveys on state and municipal lands. Our permitted archaeologists, walking parallel transects spaced no greater than 20 m apart, will carefully and systematically inspect the ground surface within the APE. If any archaeological resources are identified, Logan Simpson will use Arizona State Museum (ASM) forms to document the finding. Scaled site maps will be drawn of each site illustrating the site boundary, a mapping datum, features, artifact concentrations, diagnostic artifacts, contour lines, drainages, impacts to the site, and landmarks. All GPS and GIS data for this project will be recorded in Zone 12 using the North American 1983 (NAD 83 CONUS)

datum. Logan Simpson will collect accurate polygons for all site boundaries and a point file will be collected for each feature or possible feature that is identified. We will also compile a detailed photographic record using cultural resources photographic logs. Site overview photos will be taken as will photos depicting all features and diagnostic artifacts at each site.

All previously undocumented cultural resources identified during the pedestrian survey will be evaluated according to the ASM site criteria, as defined in the 1995 Revised Site Definition Policy. Logan Simpson will begin report production immediately following the background research and concurrently with survey fieldwork. The report will summarize the project and the APE's environmental and cultural setting, organize and synthesize the results of the literature review, present the methods and results of the Class III cultural resources survey, offer (A/NRHP)-eligibility evaluations and management recommendations for each cultural property identified in the project area. The results of the Class III survey will be presented in a single report along with the results of the literature review. The report will include graphic and descriptive justifications for all A/NRHP -eligibility and management recommendations.

CULTURAL ASSUMPTIONS:

- No more than three (3) cultural resources will be identified and documented. If more than one (1) cultural resource is identified and documented, then a modification to this scope and fee will be necessary.
- Logan Simpson will draft up to six (6) Section 106 Consultation letters, on behalf of the FHWA, and prepare for mailings and postage. If more than six (6) Section 106 Consultation letters are required to be drafted and mailed, then a modification to this scope and fee will be necessary.
- No more than one round of revisions from ADOT HPT is anticipated due the action within ADOT ROW at I-40.
- Historic building/structure/district inventory and evaluation is not included. This also excludes evaluation of a potential historic commercial district or historic streetscape for which sidewalks and other features may be contributors.
- No archival research is scoped for this effort, including research at local historical societies and/or repositories.
- Site avoidance marking (e.g., site flagging) may be required for the project. However, the extent of the site marking will only be known following consultation with consulting agencies and Native American Tribes. An accurate scope of work and fee estimate for site avoidance marking may be provided at the time, if required.
- Class III surveys must be conducted when the ground surface is visible and no snow is present.

TASK 6.0 HAZARDOUS MATERIALS

Terracon, as a subconsultant to Logan Simpson, will complete a Preliminary Initial Site Assessment (PISA) (refer to attached Terracon Scope of Work). The PISA will consist of a records search and site visit to determine if hazardous materials concerns are located within the project area. A lead-based paint and asbestos survey report will also be completed to test suspect materials for the presence of lead-based

paint and asbestos (refer to attached Terracon Scope of Work). Any mitigation measures for the project identified in the PISA will be included in the project's mitigation, as needed.

TASK 7.0 PROJECT COORDINATION, MANAGEMENT, AND MEETINGS

In addition to the project kick-off meeting addressed in Task 1.0 of this Scope of Work, one Logan Simpson staff member will attend up to four, 1-hour project meetings via teleconference (no meeting attendance at FHWA, B&N, or City of Flagstaff offices has been included). In addition, Logan Simpson will provide B&N, City of Flagstaff, and FHWA with schedule updates, project status summaries, and project coordination efforts during the anticipated 6-month NEPA approval processes. Coordination efforts will also include review of design plans for environmental compliance and coordination with B&N and FHWA on ground disturbance estimates to determine if a stormwater pollution prevention plan (SWPPP) is needed.

If project coordination efforts for the project exceed this estimation, a Task Order Revision will be necessary. At the completion of the project, Logan Simpson will complete project close out and submit records to B&N, City of Flagstaff, and FHWA.

TASK 8.0 SECTION 4(F)/6(F) RESOURCES

Logan Simpson will identify potential Section 4(f) resources within the project vicinity and prepare summary table that will be sent to FHWA via email for the project record.

Assumptions

- No Section 4(f) impacts are anticipated. Therefore, this scope and fee does not include completion of Section 4(f) consultation.

TASK 9.0 NOISE STUDY

Logan Simpson understands that the City of Flagstaff has development planned throughout the general area including a new subdivision which would be adjacent to the project. Other potential sensitive noise receptors (i.e., RVs) are present in the vicinity. Newton Environmental Consulting, LLC, as a subconsultant to Logan Simpson, will conduct a traffic noise study for the project. The noise study will be prepared based on one design configuration and one proposed alignment. Vehicle traffic will be counted during the noise measurements for input into the noise model. Logan Simpson will review the noise study once completed for overall environmental compliance before submitting to the City of Flagstaff and B&N.

NOISE ASSUMPTIONS

- Analysis of design alternatives is not included.
- Noise level measurements will be conducted at no more than two (2) locations.
- Public and agency meetings related to noise are not included.
- The noise study will require the project designer to provide CAD files, roadway geometry files, terrain data, and traffic volume data.

TASK 10.0 FHWA CATEGORICAL EXCLUSION

Logan Simpson will prepare the draft FHWA CE and submit to B&N, the City, and FHWA for review. Logan Simpson will address revisions to the draft CE and then submit the Final CE to the City and FHWA for review and approval. The previous tasks outlined in this Scope of Work are expected to be the sufficient technical documents to support the CE. However, in addition, Logan Simpson will conduct a review of various environmental resources that are standard items to address in the FHWA CE. This includes air and noise, environmental justice/Title V (census data), and sole source aquifers.

Assumptions

- The City will provide Logan Simpson with information on the project's listing in the appropriate State Transportation Improvement Plan (STIP)/Transportation Improvement Plan (TIP).
- An encroachment permit will be needed from ADOT District for any work occurring within the ADOT ROW near I-40. B&N will prepare the necessary ADOT encroachment permit application and provide the necessary supporting documentation including traffic control plans and insurance requirements.

Exhibit A



Exhibit B

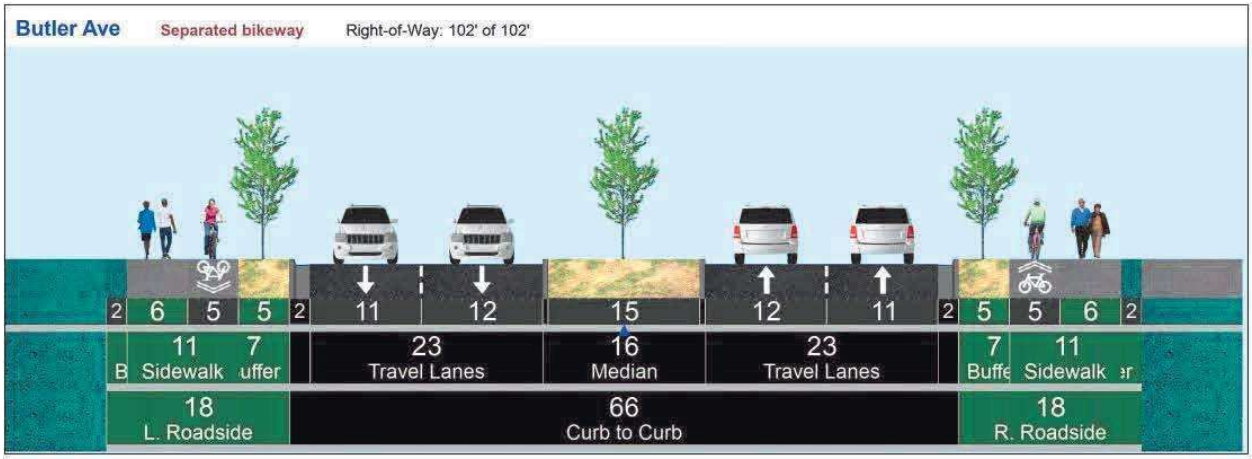
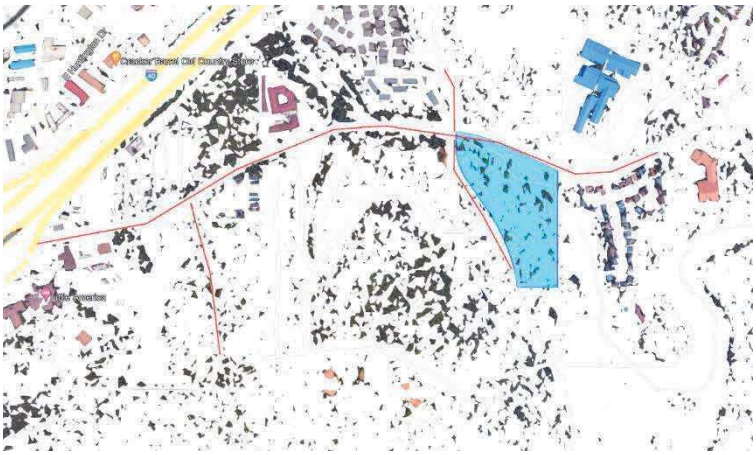


Exhibit C



Logan Simpson Design Inc.
Project Name: Butler-Fourth Improvements
LS # 225349
Date: 4/3/2025
PM: Marshall Hayes
Math check done by:

Tasks	Environmental Planner, Sr.	Permitting Specialist, Sr.	Biologist, Sr.	Archaeologist IV	Archaeologist III	Archaeologist II	GIS Analyst, Sr.	GIS Analyst, Associate	GIS Analyst	Subtotal Hours	Subtotal Costs	Direct Expenses: Per Diem 68.00	Mileage 0.700	Newton 26,071.490	Terracon 5,093.280	ASM Project Reg 450.000	ASM Site 550.000	Mailing Expenses 20.000	Total	Total Labor and Exp.
Task 1. Kick-off Meeting																				
One staff member prepares for and attends one (2-hr) kick-off meeting via teleconference	4									4	$ 688								$ -	$ 688
Prepare environmental summary	2									2	$ 344								$ -	$ 344
Subtotal Task 1 Labor	6	0	0	0	0	0	0	0	0	6	$ 1,032	0	0	0	0	0	0	0	$ -	$ 1,032
Task 2. Biological Resources																				
Site visit + prep (conducted with CWA visit)			14							14	$ 2,100	1	310						$ 285	$ 2,385
Bio tech memo (1 species eval)			26				1			27	$ 4,047								$ -	$ 4,047
Revise based on FHWA's comments (2 rounds)			4							4	$ 600								$ -	$ 600
Coordination			2							2	$ 300								$ -	$ 300
Subtotal Task 2 Labor	0	0	46	0	0	0	1	0	0	47	$ 7,047	1	310	0	0	0	0	0	$ 285	$ 7,332
Task 3. Clean Water Act Compliance																				
Site visit + prep (conducted with Bio visit)		12							2	14	$ 1,817	1							$ 68	$ 1,885
PJD		12							6	18	$ 2,210								$ -	$ 2,210
NWP 14 PCN		20							4	24	$ 3,093								$ -	$ 3,093
Coordination		4								4	$ 540								$ -	$ 540
Subtotal Task 3 Labor	0	48	0	0	0	0	0	0	12	60	$ 7,660	1	0	0	0	0	0	0	$ 68	$ 7,728
Task 4. Public and Agency Scoping																				
Prepare public and agency scoping letters and mailing lists	16		1				3			20	$ 3,342								$ -	$ 3,342
Address FHWA, B&N, and City of Flagstaff revisions	3									3	$ 516								$ -	$ 516
Mailings	6									6	$ 1,032								$ -	$ 1,032
Subtotal Task 4 Labor	25	0	1	0	0	0	3	0	0	29	$ 4,890	0	0	0	0	0	0	0	$ -	$ 4,890
Task 5. Cultural Resources																				
Project Management				6	6					12	$ 1,585								$ -	$ 1,585
Survey & site recording					20	20				40	$ 4,107		6						$ 4	$ 4,111
Draft report					34	20		2	6	62	$ 6,612								$ -	$ 6,612
QA/QC				4	4					8	$ 1,057								$ -	$ 1,057
Final report					8			1	1	10	$ 1,174								$ -	$ 1,174
Permit compliance/project closeout				2	4					6	$ 765					1	1		$ 1,000	$ 1,765
Draft Section 106 letters				2	12					14	$ 1,710								$ -	$ 1,710
Mailings						3				3	$ 261							1	$ 20	$ 281
Subtotal Task 5 Labor	0	0	0	14	88	43	0	3	7	155	$ 17,272	0	6	0	0	1	1	1	$ 1,024	$ 18,296
Task 6. Hazardous Materials																				
Terracon prepares PISA, LBP, and ACM reports										0	$ -				1				$ 5,094	$ 5,094
Logan Simpson review	4									4	$ 688								$ -	$ 688
Subtotal Task 6 Labor	4	0	0	0	0	0	0	0	0	4	$ 688	0	0	0	1	0	0	0	$ 5,094	$ 5,782
Task 7. Project Coordination, Management, and Meetings																				
One staff member prepares for and attend up to four (1-hr) progress meetings via teleconference	6									6	$ 1,032								$ -	$ 1,032
Schedule and status updates	24									24	$ 4,128								$ -	$ 4,128
Review design plans for compliance	5									5	$ 860								$ -	$ 860
Coordinate with B&N for ground disturbance and need for SWPPP	4									4	$ 688								$ -	$ 688
Closeout	5									5	$ 860								$ -	$ 860
Subtotal Task 7 Labor	44	0	0	0	0	0	0	0	0	44	$ 7,568	0	0	0	0	0	0	0	$ -	$ 7,568
Task 8. Section 4(f)																				
resources and prepare summary table for FHWA	10									10	$ 1,720								$ -	$ 1,720
Subtotal Task 8 Labor	10	0	0	0	0	0	0	0	0	10	$ 1,720	0	0	0	0	0	0	0	$ -	$ 1,720
Task 9. Noise Study																				
Newton prepares noise study										0	$ -			1					$ 26,071	$ 26,071
Logan Simpson review	4									4	$ 688								$ -	$ 688
Subtotal Task 9 Labor	4	0	0	0	0	0	0	0	0	4	$ 688	0	0	1	0	0	0	0	$ 26,071	$ 26,759
Task 10. FHWA Categorical																				
Prepare Draft CE	25		1	1			2			29	$ 4,889								$ -	$ 4,889
Revisions	5									5	$ 860								$ -	$ 860
Prepare Final CE	12									12	$ 2,064								$ -	$ 2,064
Subtotal Task 10 Labor	42	0	1	1	0	0	2	0	0	46	$ 7,813	0	0	0	0	0	0	0	$ -	$ 7,813
Subtotal Labor Hours	135	48	48	15	88	43	6	3	19	405	$ 56,378	2	316	1	1	1	1	1	$ 32,542	$ 88,920
Subtotal Labor Costs	$23,220	$6,480	$7,200	$2,189	$10,402	$3,747	$880	$390	$1,868	405	$ 56,376	$ 136	$ 221	$ 26,071	$ 5,094	$ 450	$ 550	$ 20	$ 32,542	$ 88,918
Salary Rate	$172.00	$135.00	$150.00	$145.94	$118.21	$87.14	$ 146.67	$ 130.00	$ 98.33											

Labor	$ 56,378
Expenses	$ 32,542
Total Fee	**$ 88,920**

4685 S Ash Ave, Ste H-4
Tempe, AZ 85282-6767
P 480-897-8200
F 480-897-1133
Terracon.com

March 4, 2025

Mr. Marshall Hayes, Environmental Planner
Logan Simpson
51 West Third Street, Suite 450
Tempe, Arizona 85281

Re: Scope & Cost Proposal
Preliminary Initial Site Assessment and Limited Asbestos and Lead Paint Sampling
Butler Avenue and Fourth Street
Flagstaff, Arizona
Logan Simpson Project No. TBD
Federal No. ST3047
Terracon Proposal No. P65237823-revised

Dear Mr. Hayes:

Terracon is pleased to submit this cost proposal for providing environmental services for the subject project. The proposed services include a Preliminary Initial Site Assessment (PISA) and limited asbestos containing material (ACM) and lead paint sampling. This proposal includes an outline of the project information provided to us, the proposed scope of services, our fee, and the proposed schedule.

A. PROJECT INFORMATION

As we understand, Logan Simpson is undertaking environmental services for the City of Flagstaff and Federal Highway Administration (FHWA) for the Butler-Fourth Improvements Project (project). The following description of the project has been provided to Terracon by Logan Simpson:

> The Butler-Fourth Improvements Project is a combined project formerly shown as the Butler Avenue Widening and Butler-4th Intersection Reconstruction projects. The project is in the vicinity of Butler Avenue and Fourth Street in Flagstaff, Arizona, and can be generally described as a roadway, stormwater, and utility improvements project. The project consists of widening Butler Avenue from the I-40 to Sinagua Heights Subdivision (approximately 1.1 mi) and widening Fourth Street from Warm Springs Trail/Sparrow Avenue to the upcoming Canyon Del Rio development south of Butler Avenue (approximately 0.5 mi).
>
> Several intersections, new and existing, will be impacted along Butler Avenue. The Herold Ranch Road intersection will be re-aligned and converted to a roundabout. The Butler Avenue and Fourth Street intersection will be converted to a roundabout

and will be raised to reduce flooding impacts from Spruce Avenue Wash. The project will include ITS (Fiber Optic Conduit) facilities and enhanced bicycle and pedestrian treatments, including off-street bike lanes and sidewalks within project limits. This project will likely have several utility relocations, possible pipe upsizing, and significant stormwater infrastructure improvements. This project will be delivered through the Construction Manager At Risk (CMAR) project delivery process.

We understand that FHWA will require a PISA and limited ACM and lead paint sampling for the project.

B. SCOPE OF SERVICES

Terracon estimates that the field studies for the PISA site reconnaissance and limited ACM and lead paint sampling may be conducted during one site visit over a period of one working day utilizing one field professional. We assume that ADOT will provide necessary site access and traffic control for assessment activities performed by Terracon. The PISA and the limited ACM and lead paint sampling will be submitted under separate covers.

Preliminary Initial Site Assessment

Terracon will prepare a PISA for the areas identified within the project. The PISA will include site reconnaissance, site photographs, and review of a regulatory database report. Field work for the PISA will be performed by staff that is 40-hour OSHA HAZWOPER certified, and that meet the definition of an Environmental Professional by the ASTM E1527-21 standard. We anticipate that the draft PISA will be issued within approximately five weeks after receiving written authorization to proceed and access to the site.

Limited ACM Sampling

Terracon proposes to conduct limited ACM sampling within the project limits for materials identified for disturbance during construction. Terracon understands that improvements will potentially impact suspect ACM such as concrete and other materials associated within the project area. Terracon will conduct a visual assessment of the readily accessible portions of the proposed project area to identify homogeneous materials suspected of being ACM. Suspect ACM will be physically assessed for friability and evidence of damage or degradation. Terracon does not intend to sample concrete features which will not be disturbed by the project.

Samples of suspect ACM will be collected for laboratory analysis by an United States Environmental Protection Agency (USEPA) Asbestos Hazard Emergency Response Act (AHERA)-accredited asbestos Building Inspector. A copy of the inspector's AHERA accreditation will be included in the report. Bulk sample collection will be conducted in general accordance with the sampling protocols outlined in USEPA 40 CFR 763.86, Subpart E. At least three samples of each homogeneous material will be collected, per AHERA protocols. We estimate collection of up to **30** samples. If the actual number of samples collected exceeds

the estimate, additional samples will be invoiced at unit rate of $6.14 per sample. If the number of additional samples exceeds 10% of the original estimate, Terracon will notify the client and request a change order.

Sample collection will result in some isolated damage. Terracon will not be responsible for repair or touch-up of sample locations. Reasonable efforts to access suspect materials within known areas of restricted access (e.g., crawl spaces) will be made provided these areas are not determined to be permit-required confined spaces, or to pose a health or safety risk to Terracon personnel.

A laboratory accredited by the National Voluntary Laboratory Accreditation Program (NVLAP) will analyze bulk material samples by visual estimation using polarized light microscopy (PLM). If PLM results merit re-analysis by the more quantitative point counting technique, Terracon will contact the client to discuss and receive authorization. Copies of the laboratory analysis report, the chain of custody, and the laboratory's accreditation certificates will be appended to the report.

Limited Lead Paint Sampling

The limited lead paint sampling will be performed by an EPA certified lead-based paint Inspector or Risk Assessor per 40 CFR part 745 following HUD Guidelines. Terracon will collect bulk paint chip samples of paint layers down to but not including the substrate. The paint chip samples will be submitted to a laboratory recognized by the EPA's National Lead Laboratory Accreditation Program (NLLAP) program for Flame Atomic Absorption (FLAA) analysis. Terracon estimates up to **6** paint chip samples may be required for laboratory analysis as part of the proposed scope of work. If the actual number of samples collected exceeds the estimate, additional samples will be invoiced at unit rate of $10.23 per sample. If the number of additional samples exceeds 10% of the original estimate, Terracon will notify the client and request a change order.

Results of the limited lead paint sampling will be reported with the limited ACM sampling and copies of the laboratory analysis report, the chain of custody, and the laboratory's accreditation certificates will be appended to the report.

C. COMPENSATION

The cost for our services, including field work, database reports, and report preparations have been based on the scope of work outlined above and estimates of time required to complete the various services. The total cost estimate is **$5,093.28** and a derivation of the cost proposal summary is attached.

Site Access and Safety

Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own

employees, including following applicable state and local COVID related requirements, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

The fee is valid for 90 days from the date of this proposal and is based on the assumption that all field services will be performed under safety Level D personal protective procedures and that only one site visit will be made by Terracon personnel. The lump sum fee is based on the assumptions and conditions provided at the time of this proposal.

We appreciate your consideration of Terracon for this work and look forward to working as your environmental consultant on this and future projects.

Sincerely,

Terracon Consultants, Inc.

Eric Lyding, P.E.
Project Environmental Engineer

Jennifer C. Thies, CEM
Senior Associate

Enclosure: Derivation of Cost Proposal Summary

Terracon

DERIVATION OF COST PROPOSAL
SUMMARY

DIRECT LABOR:

Classification	Estimated Man-hours	Labor Rate	Cost	
Environmental Coordinator	4	$61.78	$247.12	
Engineer	20	$45.67	$913.40	
CADD Technician	3	$27.30	$81.90	
Administrative	1	$21.00	$21.00	

		Total Labor Rate Cost:	$1,263.42	
		PAO 23.13 NegotiatedOverhead Cost (199.72%):	$2,523.30	
		Labor Cost:	$3,786.72	
		Fee (10%):	$378.67	
		Negotiated FCCM (0.85%)	$10.74	
Total Labor	28.0			$4,176.13

DIRECT EXPENSES:

Mileage - (314 miles at ($0.67 per mile))	$210.38	
Total Direct Expenses		$210.38

OUTSIDE SERVICES:

Total Outside Services		$706.77

TOTAL COST:		**$5,093.28**

Jennifer C. Thies, Principal

3/4/2025
Date

Federal Aid No.: ST3047
LS Project No.: TRACS No: TBD
Project Name: Task Name: Butler-Fourth Roadway

	Environmental Coordinator	Engineer	CADD Technician	Administrative	Total
Mobilization/ Demobilization					
Travel to and from site	-	5	-	-	**5**
Mobilization/ Demobilization Total	**0**	**5**	**0**	**0**	**5**
Utility Coordination, Permitting and Right of Entry Coordination					
Traffic Safety Coordination	1	1	-	-	**2**
Bluestake Clearance Coordination	-	-	-	-	**0**
Miscellaneous Permits (ADWR, Local Government, Flood Control, Railroad, etc.)	-	-	-	-	**0**
Utility Coordination, Permitting and Right of Entry Coordination Total	**1**	**1**	**0**	**0**	**2**
Field Study					
General Data Review	-	2	-	-	**2**
Site Reconnaissance	-	2	-	-	**2**
General Test Pit Sampling & Logging	-	-	-	-	**0**
Fissure Data Review, Trench Logging & Mapping	-	-	-	-	**0**
Fissure Reconnissance	-	-	-	-	**0**
Field Study Total	**0**	**4**	**0**	**0**	**4**
Project Management, Meetings, & Scheduling					
Project & Miscellaneous Management	1	1	-	-	**2**
ADEQ Records Review	-	-	-	-	**0**
Coordinate Field Study	-	1	-	-	**1**
Miscellaneous Design Meetings	-	-	-	-	**0**
Project Management, Meetings, Scheduling, & Site Visits Total	**1**	**2**	**0**	**0**	**3**
Design & Reporting					
Preliminary Initial Site Assessment & Asbestos/Lead Paint Survey Reports	-	8	3	1	**12**
QC/ QA Review	2	-	-	-	**2**
Design & Reporting Total:	**2**	**8**	**3**	**1**	**14**
Grand Total	**4**	**20**	**3**	**1**	**28**
Percent of Total	14%	71%	11%	4%	100%

Federal ID No.: ST3047
TRACS No.: TBD
Task Name: Butler-Fourth Roadway

Lab Testing

TEST	ASTM DESIGNATION	PROPOSED UNITS	UNIT RATE	TOTAL PROJECT
Database Report (EDR)		1	$ 112.77 /ea	$112.77
Lead Based Paint (Flame AA Analysis)		6	$ 16.50 /ea	$99.00
Asbestos Analysis		30	$ 16.50 /ea	$495.00
		SUBTOTAL COSTS FOR LAB TESTING		**$706.77**
		TOTAL COSTS FOR LAB TESTING		**$706.77**

newton
Environmental Consulting, LLC

March 5, 2025

Marshall Hayes
Logan Simpson
51 West Third Street, Suite 450
Tempe, AZ 85281

Project: Butler-Fourth Improvements Project
Categorical Exclusion

Re: Scope-of-Services and Cost-Estimate for Traffic Noise Analysis

Dear Mr. Hayes:

Newton Environmental Consulting, LLC (NEC) is pleased to submit for your consideration our Scope-of-Services and Cost-Estimate for the Traffic Noise Analysis in support of the Categorical Exclusion (CE) for the Butler-Fourth Improvements Project for the City of Flagstaff (COF) within Coconino County, Arizona.

We hope that you will find this Scope-of-Services and lump sum Cost-Estimate complete. Please call me directly at 602.332.9642, should you have any questions or require additional information.

Sincerely,



Angela Newton Principal

Attachments: Cost Derivation Sheets

NEC SCOPE-OF-SERVICES
Butler-Fourth Improvements

PROJECT UNDERSTANDING

The Butler-Fourth Improvements Project is a combined project formerly shown as the Butler Avenue Widening and Butler-4th Intersection Reconstruction projects. The project is in the vicinity of Butler Avenue and Fourth Street in Flagstaff, Arizona, and can be generally described as a roadway, stormwater, and utility improvements project. The project consists of widening Butler Avenue from the I-40 to Sinagua Heights Subdivision (approximately 1.1 mi) and widening Fourth Street from Warm Springs Trail/Sparrow Avenue to the upcoming Canyon Del Rio development south of Butler Avenue (approximately 0.5 mi). The project is located within Coconino County in Flagstaff, Arizona.

NOISE STUDY & AIR QUALITY ANALYSIS ASSUMPTIONS

NEC assumes one (1) design configuration and one (1) proposed alignment for Butler-Fourth Improvements Project. Noise level measurements will be conducted with a 2-person team at no more than two (2) locations. Traffic will be counted during the noise measurements for input into the TNM 2.5 noise model for validation purposes and also to establish existing noise levels at locations near noise sensitive receivers north and south of Butler Road. Public and agency meetings to discuss noise impacts for the Butler-Fourth Improvements Project are not included in this cost estimate.

Additional tasks, analysis of additional design alternatives and/or analysis due to design modifications, per your authorization, are considered out of scope and are subject to a cost-modification.

LIST OF REQUIRED ITEMS

The items listed in the table on the following page are required to complete the Traffic Noise Analysis. NEC anticipates the first draft noise and will be available for internal project team review within twelve (12) weeks after receiving all of the requested items.

REQUIRED ITEMS City of Flagstaff Butler-Fourth Improvements Project		
Items	**Description**	**Notes**
1. CAD Files	Roadway design files, land use data/Base Files, Aerial files	Microstation compatible, SID, HMR, TIFF formats or GIS to be provided by Logan Simpson.
2. Roadway Geometry Files	Stage II (30%) or when horizontal and vertical roadway alignment files will not change by more than 2 feet.	Microstation compatible or GIS to be provided by Logan Simpson.
3. Terrain Data	Survey and topographical data, Digital Terrain Model (DTM)	Microstation compatible or GIS to be provided by Logan Simpson.
4. Traffic Volume Data	ADT & AM/PM peak hour traffic volumes, Vehicle mix (medium & heavy truck %'s).	To be provided by Logan Simpson.

TASKS DESCRIPTIONS

1. ***Project Management***
   - Scoping, scheduling, budgeting, and billing services.
2. ***Meetings***
   - Coordination with Logan Simpson and The City of Flagstaff.
3. ***Field Assessment***
   - Conduct site-assessment and evaluate land use adjacent to the project limits and identify noise sensitive receptors.
   - Conduct noise level measurements with concurrent traffic counts using 2-person team at no more than two (2) locations.
4. ***Data Assessment***
   - Review as-built plans, traffic data, and electronic design files.
   - Prepare/extract data from plans and design files for noise model use from traffic studies and design plans for use in the Federal Highway Administration (FHWA) approved Traffic Noise Model version 2.5 (TNM 2.5).
5. ***Noise Analysis & Air Quality Assessment***
   - Prepare noise model using TNM 2.5.
   - Prepare noise mitigation to comply with the *ADOT Noise Abatement Requirements, May 2017*.
6. ***Reports***
   - Prepare and submit a draft noise analysis technical report for the internal team to review in electronic PDF format.
   - Address comments per internal team review and revise the noise analysis technical report for final submittal in electronic PDF format.

Butler-Fourth Improvements Project

March 5, 2025

City of Flagstaff Project No.:	**TBD**
NEC Project No.:	**2025_LS_Butler**

DERIVATION OF COST PROPOSAL SUMMARY

ESTIMATED DIRECT LABOR

Classification	Estimated Hours	Average Hourly Rate	Labor Cost
Project Manager	16	$186.64	$2,986.24
Noise Specialist	130	$142.43	$18,515.90
CADD/GIS Specialist	24	$135.00	$3,240.00
Administrative Professional	14	$76.38	$1,069.32
Total Hours:	**184**	**Total Estimated Labor Cost:**	**$25,811.46**

OTHER DIRECT COSTS

(Listed by item at estimated actual cost - NO MARKUP)

Travel	$260.03
Total Estimated Other Direct Costs:	**$260.03**

TOTAL ESTIMATED COST: **$26,071.49**



Angela Newton
Principal

3/5/25
Date

Butler-Fourth Improvements Project

March 5, 2025

City of Flagstaff Project No.: TBD
NEC Project No.: 2025_LS_Butler

TASK NO.	TASK DESCRIPTION	Project Manager $186.64	Noise Specialist $142.43	CADD/GIS Specialist $135.00	Administrative Professional $76.38	Task Hour
1	**100- PROJECT MANAGEMENT**					
	Scoping, scheduling, budgeting, and billing services.	6	8		8	22
2	**200- COORDINATION**					
	Coordination with Logan Simpson and City of Flagstaff.	8	12			20
3	**300- FIELD ASSESSMENT**					
	Site Assessment- prepare mapping, evaluate land use adjacent to the project limits and identify noise sensitive receptors (2-person team)		8			8
	Noise Level Measurements with traffic counts (2-person team, 2 locations).		16			16
4	**400- DATA ASSESSMENT**					
	Review as-builts (or GIS) and design files.		8	4		12
	Extract data from as-builts (or GIS) and design files for noise model.		8	4		12
5	**500- NOISE ANALYSIS**					
	Build and run TNM 2.5 noise model for existing and build scenario. Validate model with field noise measurments.		40	4		44
	Identify noise impacts and evaluate noise mitigation as needed per ADOT's 2017 Noise Abatement Requirements (NAR). Create noise report figures.		12	4		16
6	**600- NOISE REPORT**					
	Prepare and submit draft noise analysis technical report (electronic copy, PDF format, draft version) for internal team and COF review.	2	16	6	4	28
	Address comments per internal team and COF review; revise the noise technical report for final submittal (electronic PDF format) along with pertinent FHWA TNM 2.5 runs for all scenarios, in electronic form.		2	2	2	6
	Total Hours	**16**	**130**	**24**	**14**	**184**

Butler-Fourth Improvements Project

March 5, 2025

City of Flagstaff Project No.:	**TBD**
NEC Project No.:	**2025_LS_Butler**

OTHER DIRECT COSTS BREAKDOWN

Travel							
Auto Rental (Mid-Size SUV)	1	days @	$132.55	per day =			$132.55
Auto Rental Fuel	290	miles @	31	mpg @	$3.15	per gal. =	$29.48
Meals (full days)	2	person @	$49.00	per day for	1	day =	$98.00
						Subtotal Travel:	**$260.03**
						TOTAL OTHER DIRECT COSTS:	**$260.03**

Rental Details

Dates & Times Edit

Tue, Mar 12, 2024 @ 12:00 PM
Wed, Mar 13, 2024 @ 12:00 PM

Pick-up & Return Location Edit

Scottsdale Greenway Loop
16275 N Greenway Hayden Loop
Scottsdale, AZ 85260

Additional Details Edit

Corporate Account Number: -

Midsize SUV AWD

Nissan Rogue AWD or similar
Automatic



Vehicle Edit

Time & Distance 1 Day(s) @ $ 119.98 / Day	$ 119.98*
Unlimited Mileage	Included

Extras Add

-

Adjustments

ENTERPRISE PLUS (5.0%)	$ -6.00*

Taxes & Fees $ 18.57*

Estimated Total $132.55*

*Rates, taxes and fees do not reflect rates, taxes and fees applicable to non-included optional coverages or extras added later.

Why Choose Enterprise?

- Free Cancellation Anytime
- Pay at Pickup
- Unlimited Mileage

Rental Policies

Rental Contract Additional Terms and Conditions >

Renter Requirements >

Driver's License Information >

U.S. DEPARTMENT of ENERGY

EPA United States Environmental Protection Agency

www.fueleconomy.gov
the official U.S. government source for fuel economy information

Trip Calculator

Trip Vehicles



2023 Nissan Rogue AWD
1.5 L, 3 cyl, Automatic (AV-S8), Turbo, Regular

Comb. MPG: **31.0** Trip fuel cost: **$29.50**

+ Add a Vehicle

Trip Plan

9859 East Winchcomb Drive, Sc

35.1947240, -111.6003575

9859 Est Winchcomb Drive, Sco

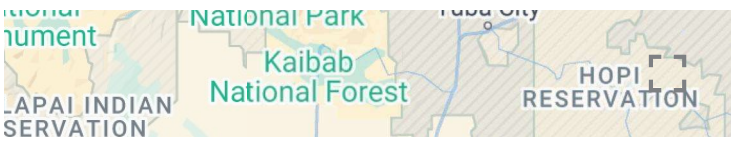
+ Add a Stop

55 % city driving

Calculate the Trip

Directions and Map

9859 E Winchcomb Dr, Scottsdale, AZ 85260, USA



Ninyo & Moore
A SOCOTEC COMPANY

May 29, 2025
Project No. 607495001

Mr. Nick Hall, PE, RSP
Transportation Project Manager
Burgess & Niple, Inc.
2201 Gemini Drive, Suite 116
Flagstaff, Arizona 86001

Subject: Proposal to Provide Supplemental Geotechnical Engineering Services
City of Flagstaff
Butler-Fourth Improvements Project – ADOT Pavement
Flagstaff, Arizona

Dear Mr. Hall:

Ninyo & Moore is pleased to submit this proposal to provide supplemental geotechnical engineering services for the above-mentioned project. This proposal is based on the information that we received from your office and our subsequent conversation. It outlines our scope of services, project assumptions, anticipated schedule, and fee for this phase of work.

SITE/PROJECT DESCRIPTION

Ninyo & Moore previously submitted a geotechnical report for the Butler-Fourth Improvements Project which includes the design and construction of roadway, stormwater and utility improvements located east of the intersection Butler Avenue and Interstate 40 (I-40) in Flagstaff, Arizona. The limits of the project have been extended to the west and include approximately 900 feet of roadway along Butler Avenue that will pass beneath I-40. The extension will be within the Arizona Department of Transportation (ADOT) Right-of Way and will require a supplement geotechnical evaluation. The existing roadway is five lanes across and is paved with 10 inches of Portland cement concrete (PCC) pavement over 6 inches of aggregate base. The roadway will be reconstructed and consist of PCC pavement designed to the current loading conditions. The proposed roadway will also add an additional lane for a total of six lanes across. In order to accommodate the additional lane, the sidewalks will be relocated closer to the existing bridge abutments. The existing roadway embankments that protect the abutments will be cut to create room for the sidewalks. The cut embankment slopes supported with small retaining walls less than 5 feet tall.

SCOPE OF SERVICES

The geotechnical scope of services we will perform for the phase of the project are summarized below:

- Review available published and in-house geotechnical reports, topographic information, soil surveys, geologic literature, and aerial photographs of the project area.
- Obtain an ADOT permit to conduct the field work.
- Conduct a site visit to select and mark out the proposed boring locations.
- Contact Arizona 811 to evaluate utility locations at our boring locations prior to drilling.
- Arrange for appropriate traffic control services to be implemented during our field work activities.
- Core the existing pavement within Butler Avenue in up to two locations with an electronic core machine.
- Perform a geotechnical exploration, which will include the excavating of six soil borings extended up to 20 feet below the ground surface. Two borings will be drilled to depths of 10 feet along the existing roadway alignment to support pavement design. Four borings will be drilled to depths of 20 feet to support retaining wall design. These borings will be advanced with a truck mounted drill rig using hollow-stem augers.
- Collect soil samples in the borings for laboratory testing and analysis. The boreholes will be backfilled with soil spoils. Ninyo & Moore personnel will log the borings in general accordance with the Unified Soil Classification System and ASTM D2488 by observing cuttings and split-spoon samples. The soil samples will be transported to a Ninyo & Moore laboratory for testing.
- Perform laboratory testing that will evaluate the on-site soil's index, strength and chemical characteristics.
- Prepare a Draft Geotechnical Evaluation Report that will present our field procedures and provide a discussion on the geologic setting and potential geologic hazards as well as recommendations for construction. In addition, the report will contain vicinity maps depicting the project limits, plans showing the boring locations, narrative descriptions of the surface and subsurface conditions, laboratory test results and geotechnical recommendations related to excavation characteristics, earthwork factors, subgrade support for embankments and new pavements, backfill criteria, the re-use of on-site soils for engineered fill, lateral earth pressures for retaining walls and bearing capacity for shallow footings.
- Prepare a Draft Pavement Design Summary and Materials Design Report that will include pavement recommendations for ADOT-based special provisions and construction procedures.
- Collect comments from one round of reviews of the aforementioned reports and incorporate these changes for the final report submittal.
- Prepare and submit final versions of the aforementioned reports which address the received comments.

ASSUMPTIONS

We have made the following assumptions in the preparation of this proposal:

- No environmental of cultural permits will be required for the ADOT permit. All additional clearance will be obtained by others.
- The field work will be performed during daytime hours, between about 9AM and 3PM.
- No off-duty police officer presence is needed.
- Borings will be backfilled with drill cuttings mixed with cement.
- Pavement will be patched by epoxying the core back into place. If the core is damaged a quick set grout will be used to patch the pavement.
- The site is accessible to normal, two-wheel drive, truck-mounted drilling equipment, and site access will be granted.
- If auger refusal is encountered, we will terminate the drilling and notify your office.
- Groundwater will not be encountered.
- Some ground disturbance should be expected as a result of our field work.

SCHEDULE

The fieldwork will begin within about four weeks after we receive our ADOT permit. Field work will take approximately five days to complete. We anticipate issuing our report within about six weeks from the completion of field work.

FEE

We propose to perform the above tasks for a lump sum fee of $34,500. Any additional services, not included in the aforementioned scope, will be charged on a time-and-materials basis in accordance with our current Schedule of Fees. To authorize our services, please sign and return the attached Work Authorization and Agreement.

We look forward to working with you.

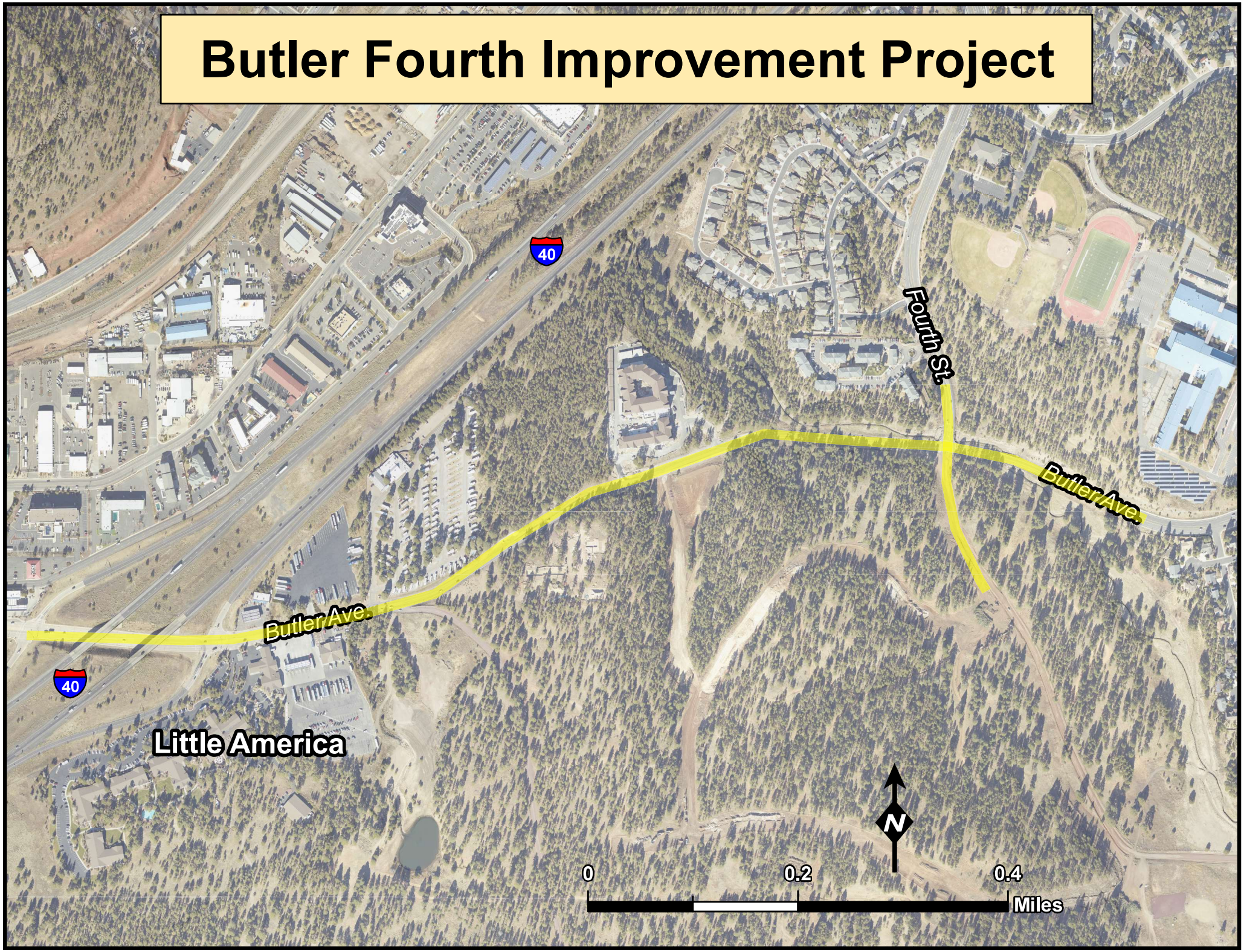
Respectfully submitted,
NINYO & MOORE



Stephen V. Hargus, PE
Senior Engineer

SVH/tlp

Attachment: Work Authorization and Agreement


Butler Fourth Improvement Project
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40
Fourth St.
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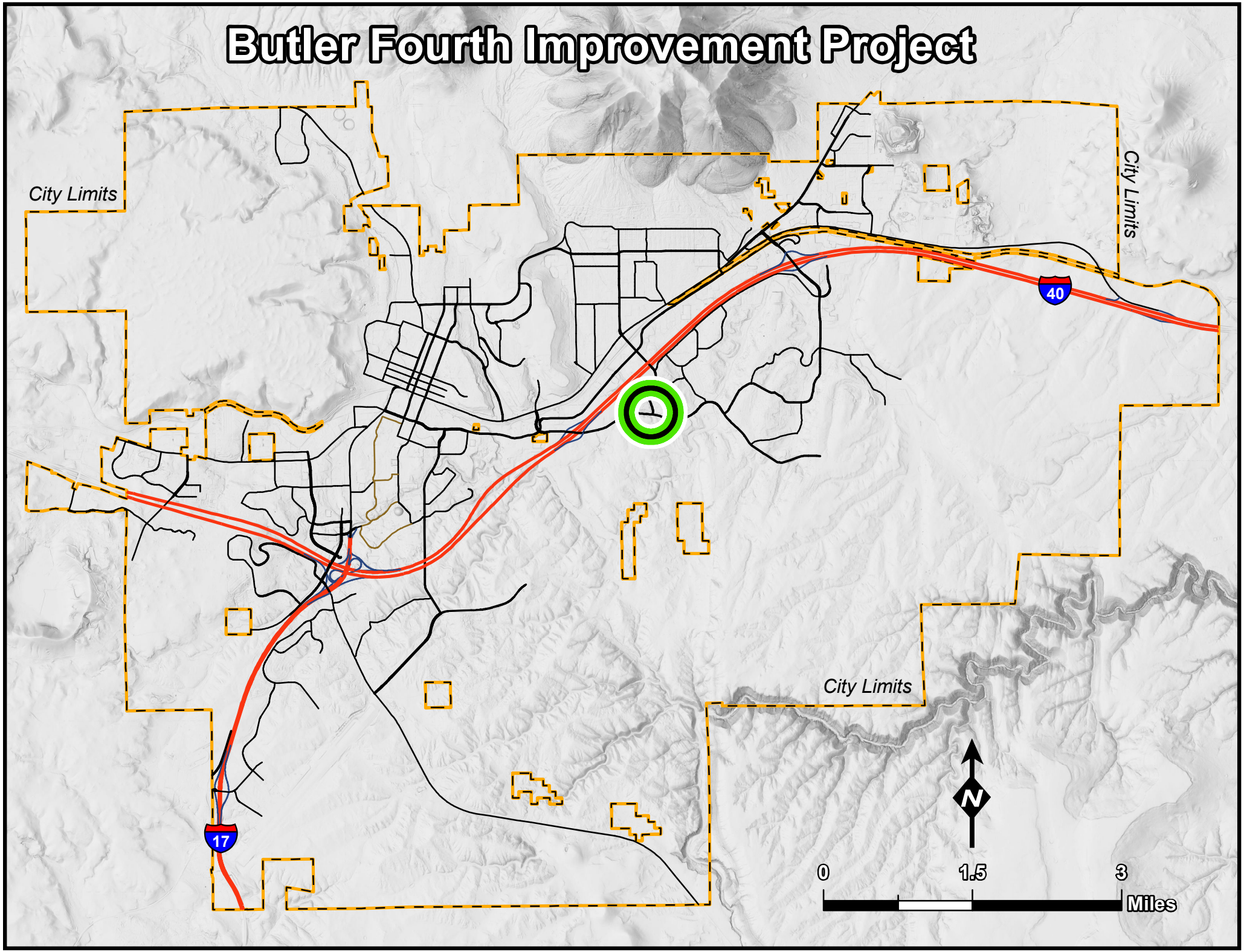
Butler Fourth Improvement Project
City Limits
City Limits
City Limits
40
17
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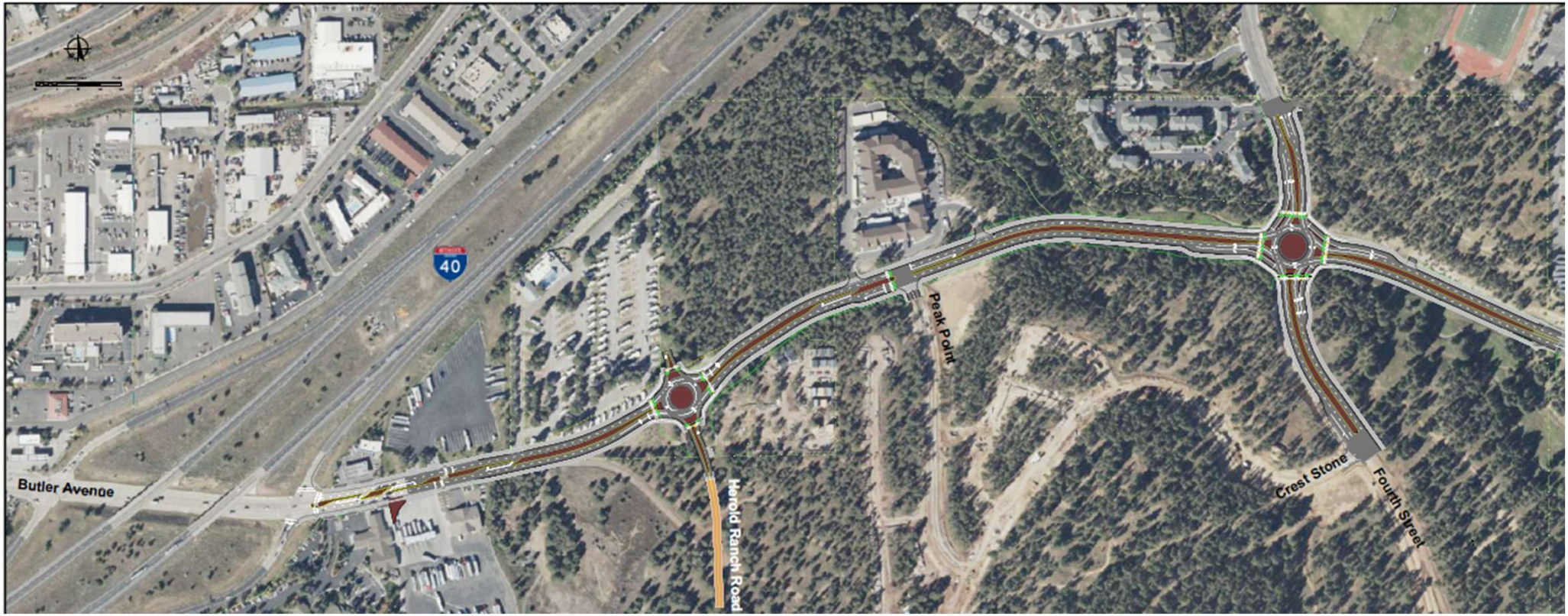
1.5
3
Miles


Butler-Fourth
Improvements
Change Order No. 3
Phase B
August 26, 2025
CITY OF FLAGSTAFF
ARIZONA
ESTABLISHED 1882
TEAM FLAGSTAFF
WE MAKE THE
CITY BETTER

Butler-Fourth Improvements



Butler-Fourth Improvements

Consideration and Approval of Contract:

Approve Change Order 3 with Burgess and Niple, Inc in the amount of $2,262,434.00 and add 730 calendar days to the Butler Fourth Improvement design services contract.

Staff Recommended Action:

1. Approve Change Order 3 for Butler Fourth Improvement Project with Burgess & Niple, Inc. in the amount of $2,262,434.00.
2. Add 730 calendar days to the design services contract.
3. Authorize the City Manager to execute the necessary documents.

Butler-Fourth Improvements

Change Order No. 3 Includes:

- Phase B - 60%, 90% and 100% Plans, Specifications & Estimate
- Environmental Services to meet BUILD (RAISE) Grant Requirements
- Final Traffic Report
- Final Drainage Report
- Complete CLOMR, 404 Permit with US Army Corps of Engineers
- Extensive ROW and Easement Acquisition
- Coordination with partners and property owners
- Public Outreach
- **CO 3 – Funded with FY26 authorized budget amount of $2.33M**
- If Authorized tasks ($331k):
  - Post Design Services, CMAR involvement, Roundabout Relocation

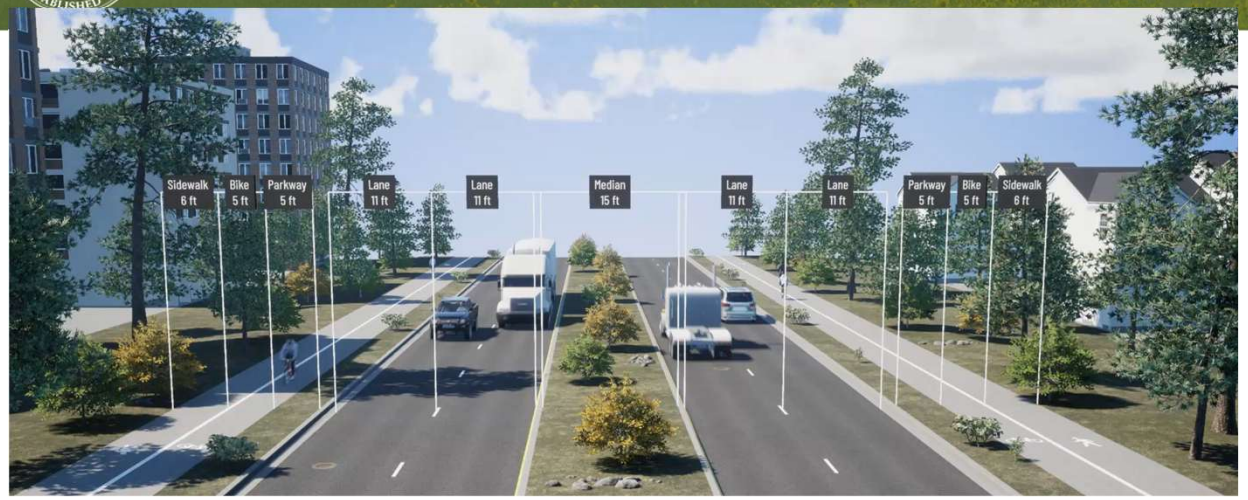
Butler-Fourth Improvements

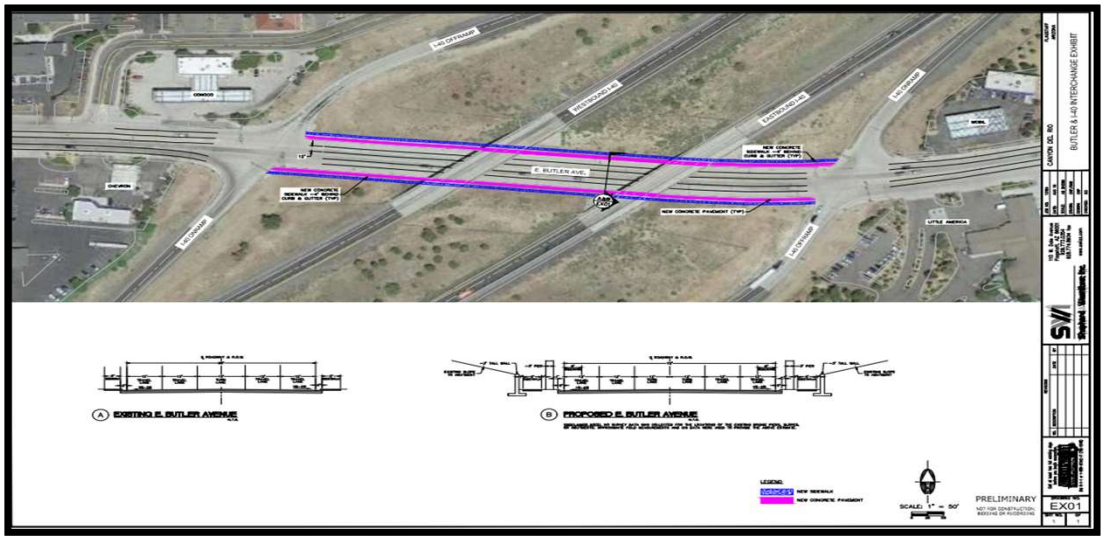
Project Improvements

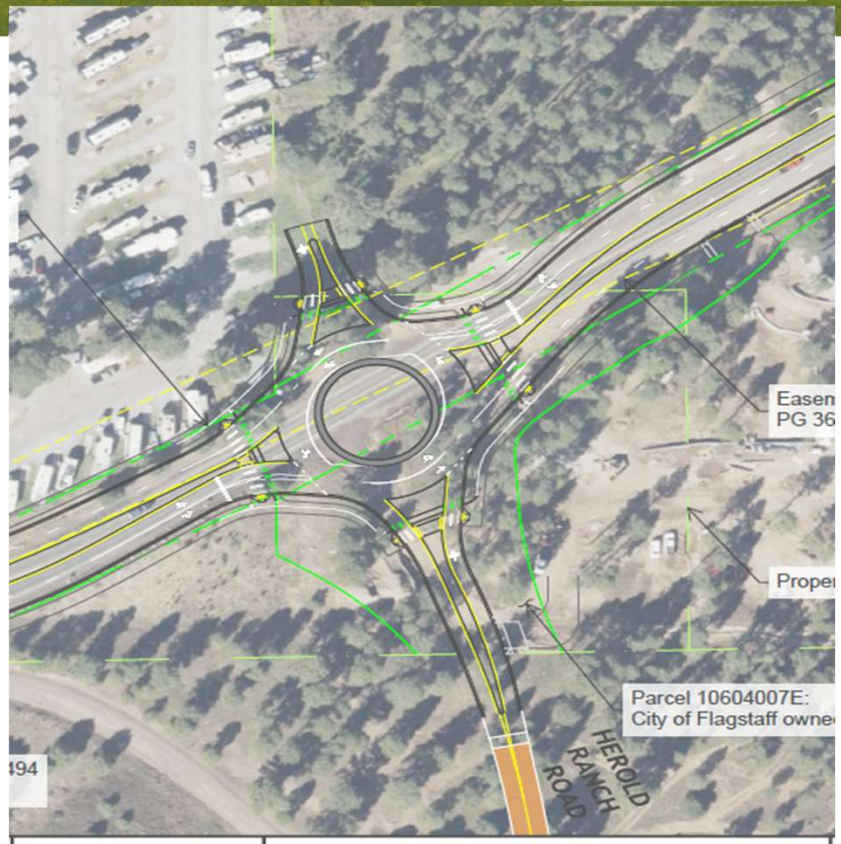
- Proposed four lane configuration with a parkway, 5-foot bike lane and 6-foot sidewalk. Includes a landscape center median
- Roundabout at Butler – Fourth Intersection and Butler – Herold Ranch (pending discussions with Little America)
- Stormwater infrastructure, includes an underground drainage structure beneath Butler and Fourth Intersection
- Butler Fourth Intersection will be raised to reduce flooding impacts
- Upgraded water and sewer infrastructure
- Conduits for City wide Fiber network
- Dual left had turn lanes within I-40 ROW/Interchange

Butler-Fourth Improvements

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER







Preliminary Not For Construction

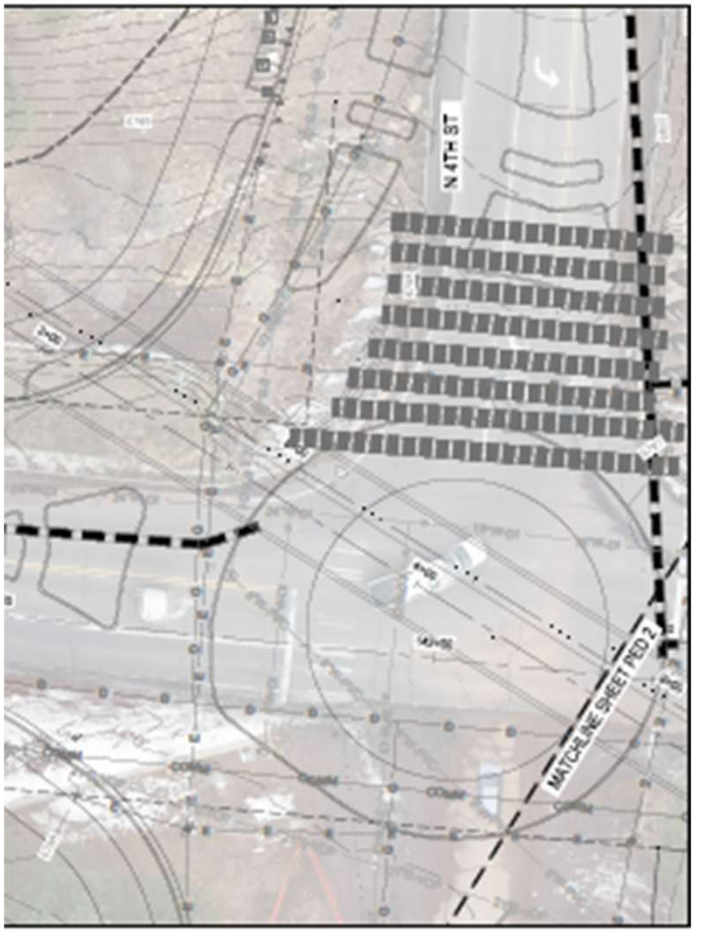
BUTLER - FOURTH ST IMPROVEMENTS
BUTLER AVENUE & HEROLD RANCH ROAD

Butler-Fourth Improvements

- RSOQ was released for design services – Fall 2022
- Design in two phases – A (30%) & B (Final)
- Council award November 2022 - Burgess & Niple
- $716,401 for Phase A with 300 days
  - Change Order 1- July 16, 2024, for $97,110.21
  - Change Order 2 – January 30, 2025, for $234,660.00

<u>2025 Updates</u>

- BUILD (RAISE) Grant Awarded-January 2025 - $19M
- AZ Smart Fund Awarded June 2025 - $2.93M
- Phase B – Completion 2026
  - Design 30% to Final, Construction Documents for a final design, includes Environment Services for the Grant
  - Potential CMAR involvement



Butler-Fourth Improvements

Project Schedule

- Phase A design is complete, 30%.
- Change Order 3 - Phase B, take the project to final design
- BUILD (RAISE) Grant and AZ Smart Fund Agreements – Council in 2025
- *Potential Request for CMAR 2025/early 2026*
- ROW Acquisition – Summer 2026
- Complete Phase B, Final Design – 2026
- First Construction Package – Spring 2027
- Construction 2027 and 2028

Butler-Fourth Improvements

Questions



City Council Meeting - FINAL 13. A.
Meeting Date: 08/26/2025
From: Ben Mejia, Planner

TITLE:
Consideration and Adoption of Ordinance No. 2025-17: An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff Zoning Map to rezone approximately 13.82 acres of real property located at 2951 S Masonic Lane, from the Rural Residential (RR) zone within the Resource Protection Overlay Zone (RPO) and Suburban Commercial (SC) zone within the RPO to the Medium Density Residential (MR) zone within the RPO, providing for severability, authority for clerical corrections, and establishing an effective date.

STAFF RECOMMENDED ACTION:

At the August 26, 2025 Council Meeting:
1) Hold Public Hearing
2) Read Ordinance No. 2025-17 by title only for the first time
3) City Clerk reads Ordinance No.2025-17 by title only (if approved above)

At the September 2, 2025 Council Meeting:
3) Read Ordinance No. 2025-17 by title only for the final time
4) City Clerk reads Ordinance No. 2025-17 by title only (if approved above)
5) Adopt Ordinance No. 2025-17

Executive Summary:
A Direct to Ordinance Zoning Map Amendment request from ViewPoint Engineering on behalf of Red Oak Development Group to rezone approximately 13.82 acres located at 2951 S Masonic Lane from the Rural Residential (RR) zone within the Resource Protection Overlay zone (RPO) and Suburban Commercial (SC) zone within the RPO to the Medium Density Residential (MR) zone within the RPO.

The Flagstaff Planning and Zoning Commission voted (6-0) to forward the request with a recommendation of approval with the following conditions in addition to the conditions recommended by staff:

1. The site plan shall be revised to remove the rooftop deck from the amenity building.
2. The site plan shall be revised to remove the observation deck.
3. Should the development result in condominiums, a restriction prohibiting the fractional sale of units shall be placed in the codes, covenants, and restrictions and recorded prior to or concurrent with recordation of the final plat.

Financial Impact:
The Direct to Ordinance Zoning Map Amendment has no financial impact.

Policy Impact:
The Direct to Ordinance Zoning Map Amendment has no policy impact.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Connection to PBB Priorities and Objectives:

Livable Community:

- Actively support attainable and affordable housing through the City's 10-Year Housing plan as well as other projects and opportunities.

Environmental Stewardship:

- Implement sustainable building practices, enhance waste diversion programs, alternative energy programs & multi-modal transportation options.
- Increase the private sector's participation in environmental stewardship efforts.

Connection to Regional Plan:

A complete analysis of the Regional Plan goals and policies is included in the attached Planning and Zoning Commission staff report.

Connection to Carbon Neutrality Plan:

HA-1: Create housing options for households at all income levels and family sizes occupied by local residents.
FS-2: Encourage new buildings to rely on the electric grid as their main energy source.

Connection to 10-Year Housing Plan:

Create 2.2: Identify suburban areas to support greater density and intensity of development

Has There Been Previous Council Decision on This:

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

Options and Alternatives:

The City Council may adopt, modify or deny the proposed Direct to Ordinance Zoning Map Amendment.

The Planning and Zoning Commission has the following suggested conditions:

1. The subject property must be developed in accordance with the approved site plan and the conditions of approval dated May 9, 2024. Modifications (other than minor modifications) to the approved site plan will require an amendment to this Direct to Ordinance Zoning Map Amendment request.
2. The site plan shall be revised to remove the rooftop deck from the amenity building.
3. The site plan shall be revised to remove the observation deck.
4. Should the development result in condominiums, a restriction prohibiting the fractional sale of units shall be placed in the codes, covenants, and restrictions and recorded prior to or concurrent with recordation of the final plat.
5. All other requirements of the Zoning Code and other City codes, ordinances, and regulations, shall be met by the proposed development.
6. All terms, conditions, and restrictions detailed within the "Pinehaven Development Agreement" must be fully satisfied.
7. In the event the property is rezoned and the Developer fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert to the former classification of Rural Residential (RR) and Suburban Commercial (SC) in accordance with A.R.S. § 9-462.01.

Background and History:

The request for a Direct to Ordinance Zoning Map Amendment was filed by ViewPoint Engineering on behalf of the applicant, Red Oak Development Group, to rezone approximately 13.82 acres from the RR zone within the RPO and the SC zone within the RPO to the MR zone with the RPO located at 2951 S Masonic Lane.

The subject property ("Property") is approximately a 13.82-acre vacant parcel. S Masonic Lane bisects the

site in the form of an access easement providing connection from the Pinnacle Pines subdivision to E Zuni Drive. The applicant proposes an 83-unit multiple-family development consisting of townhome-style buildings which cluster units in 20 groups of 4 and 5. The development proposes a financial contribution to the City's Affordable Housing Fund totaling $1,802,413.83. This contribution is in lieu of constructing 10 Category 1 affordable units at 12% of the total unit count in order to utilize the affordable housing incentives for a reduction in resource protection.

Key Considerations:

The following Zoning Map Amendment Findings will be analyzed specific to the approved site plan and considered if the site were to be redeveloped entirely under the MR zone standards.

A. Finding #1:

The proposed amendment must be found to be consistent with and in conformance with the goals and policies of the General Plan and any applicable specific plans. If the application is not consistent with the General Plan, and any other applicable specific plan, the applicable plan must be amended in compliance with the procedures established in Chapter 11-10 of the City Code (Title 11: General Plans and Subdivisions) prior to considering the proposed amendment. Refer to the Planning & Zoning Staff Report for an analysis of the Regional Plan.

B. Finding #2

To meet the finding, the proposed amendment must be determined not to be detrimental to the public interest, health, safety, convenience, or welfare of the City of Flagstaff (the "City"); and will add to the public good as described in the General Plan. Staff does not believe that the proposed project will be detrimental to the public interest, health, safety, convenience, or welfare. The developer has identified the following Community Benefits and Public Good:

i. The developer will provide improvements along E Zuni Drive and S Lone Tree Road, including new/improved sidewalks, parkway, and a bike lane.
ii. The developer will provide two bus stops serving both directions along E Zuni Drive.
iii. The developer will contribute to the City of Flagstaff Affordable Housing fund commensurate with 10 Category 1 affordable units or 12% of the total number of units for a total contribution of $1,802,413.83.

C. Finding #3

To meet the finding, the affected site must be determined to be physically suitable in terms of design, location, shape, size, operating characteristics; and the provision of public and emergency vehicle access, public services, and utilities to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located. The Inter-Division Staff reviewed the application and concluded that the site was suitable for the proposed development as conditioned. The IDS team based its conclusion on the review of all applicable codes and requirements as well as impact analysis of the site. Any potential impacts will be mitigated by the developer and off-site improvements will be required to serve this development.

Community Benefits and Considerations:

The developer has identified the following Community Benefits and Public Good:

i. The developer will provide improvements along E Zuni Drive and S Lone Tree Road, including new/improved sidewalks, parkway, and a bike lane.
ii. The developer will provide two bus stops serving both directions along E Zuni Drive.
iii. The developer will contribute to the City of Flagstaff Affordable Housing fund commensurate with 10 Category 1 affordable units or 12% of the total number of units for a total contribution of $1,802,413.83.

Community Involvement:

The developer held two neighborhood meetings in regard to this case on October 17, 2024, and November 21, 2024. Both meetings were held with in-person and virtual options for attendance. Per the meeting sign-in, approximately 17 individuals attended the first meeting, and 10 individuals attended the second meeting. Citizen participation summaries, attached, were prepared in response to the questions, comments and concerns presented. The meetings included a presentation from the developer and a question-and-answer

session where questions could be asked or typed into the chat. Comments on the project included the following topics: increase in density of the area, impacts to traffic, impacts to dark skies and natural environment, increased noise, the project's proposal to use a fractional ownership model, and the timing of the project. Ten emails from the public have been received as of the writing of this report and have been included with this agenda item. All correspondence either voiced opposition or concerns with the project such as traffic, concerns about parking, impacts to the natural environment, and concerns about fractional ownership or short-term rentals. In response to neighbor participation, the applicants removed fractional ownership from their proposal. The applicant has included in their development agreement a restriction that prohibits leases under 30 days.

At the Planning and Zoning Commission held on July 23, 2025, the applicant stated that the rooftop deck of the clubhouse and the observation tower had been removed from their plans in response to neighbor discussion held in the neighborhood meetings. These modifications were not made to the site plan application that had been approved by staff. To account for the applicant's intended changes, staff recommended that the Planning and Zoning Commission include in their recommended conditions of approval the removal of both the rooftop deck and the observation deck. The applicants have provided a revised site plan with the observation tower removed as well as revised building elevations and floor plans for the Clubhouse. These amended files have been attached to this report in addition to the original files.

The Planning and Zoning Commission also included a recommendation to prohibit fractional sales of units to be consistent with discussions the applicant had with the neighbors. Staff modified the draft Zoning Ordinance to include the following condition: "Should the development result in condominiums, a restriction prohibiting the fractional sale of units shall be placed in the codes, covenants, and restrictions and recorded prior to or concurrent with recordation of the final plat."

Attachments

Staff Report
Ord. 2025-17
Draft Development Agreement
Application
Area Context Map
Legal Notice
Project Narrative and Regional Plan Analysis
WSIA
Preliminary Drainage Report
Traffic Impact Statement
Citizen Participation Plan, Record of Proceedings, Emails from Public
Approved Site Plan & NRPP
Amended Site Plan
Landscape Plan
Floor Plans and Elevations
Amended Clubhouse Floor Plans and Elevations
Presentation

PLANNING AND DEVELOPMENT SERVICES REPORT
DIRECT TO ORDINANCE ZONING MAP AMENDMENT

PUBLIC HEARING
PZ-22-00109-04

DATE: **July 3, 2025**
MEETING DATE: **July 23, 2025**
REPORT BY: **Ben Mejia**

REQUEST:
Direct to Ordinance Zoning Map Amendment requested by ViewPoint Engineering on behalf of Red Oak Development Group to rezone approximately 13.82 acres located at 2951 S Masonic Lane from the Rural Residential (RR) zone within the Resource Protection Overlay Zone (RPO) and Suburban Commercial (SC) zone within the RPO to the Medium Density Residential (MR) zone within the RPO.

STAFF RECOMMENDATION:
Staff believes that the proposed Zoning Map amendment is in substantial conformance with the required findings and recommends the Planning & Zoning Commission forward the request to the City Council with a recommendation for approval, subject to the following conditions:

1. The subject property must be developed in accordance with the approved site plan and the conditions of approval dated May 9, 2024. Modifications (other than minor modifications) to the approved site plan will require an amendment to this Direct to Ordinance Zoning Map Amendment request.
2. All other requirements of the Zoning Code and other City codes, ordinances, and regulations, shall be met by the proposed development.
3. All terms, conditions, and restrictions detailed within the "Pinehaven Development Agreement" must be fully satisfied.
4. In the event the property is rezoned and the Developer fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert to the former classification of Rural Residential (RR) and Suburban Commercial (SC) in accordance with A.R.S. § 9-462.01.

PRESENT LAND USE:
The subject property ("Property") is approximately a 13.82-acre vacant parcel. S Masonic Lane bisects the site in the form of an access easement providing connection from the Pinnacle Pines subdivision to E Zuni Drive.

PROPOSED LAND USE:
The applicant proposes to develop the site with an 83-unit multiple-family development with associated parking, landscaping, and amenities.

NEIGHBORHOOD DEVELOPMENT:
See the attached area context map.

North: Vacant parcel, zoned Public Facility (PF) and Suburban Commercial (SC)
East: College/University, zoned PF
South: Single-family home subdivision, zoned MR; Vacant parcel, zoned High-Density Residential (HR)
West: Vacant parcel, zoned PF

I. Project Introduction

A. Background/Introduction

The request was filed by ViewPoint Engineering on behalf of Red Oak Development Group for a Direct to Ordinance Zoning Map Amendment. The proposal would rezone approximately 13.82 acres located at 2951 S Masonic Lane from the RR zone within the RPO and SC zone within the RPO to the MR zone within the RPO.

The subject property is vacant land located along E Zuni Drive and S Lone Tree Road and is bisected by S Masonic Lane, which serves as access to the Pinnacle Pines subdivisions. The applicant proposes an 83 unit multiple-family development consisting of townhome-style buildings which cluster units in 20 groups of 4 and 5. The development proposes a financial contribution to the City's Affordable Housing Fund totaling $1,802,413.83. This contribution is in lieu of constructing 10 Category 1 affordable units at 12% of the total unit count in order to utilize the affordable housing incentives for a reduction to resource protection. The project plans to be developed in two construction phases; Phase 1 consists of all development to the west of S Masonic Lane and Phase 2 consists of all development east of Masonic Lane. Phase 1 will construct 40 units and public improvements along E Zuni Drive. The entirety of the trail proposed for civic space will be constructed at part of Phase 1. Phase 2 will construct the remaining 43 units to the east of Masonic Lane and public improvements along S Lone Tree Road.

An applicant requesting an amendment to the Zoning map may elect to pursue either a "Direct to Ordinance with a Site Plan" or "Authorization to Rezone with a Concept Zoning Plan" per Section 10-20.50.040.D of the Zoning Code. The Direct to Ordinance with a Site Plan process requires the applicant to submit fully developed site plans with all supporting information required for site plan review concurrently with the Zoning Map amendment application. Once the Zoning Map amendment is approved by the Council, the applicant can proceed directly to construction plans and building permit review.

B. Proposed Rezoning and Development Plan

The applicant requests rezoning approval to permit the construction of a multiple-family development consisting of 83 units. Upon rezoning approval, the applicant intends to subdivide the units as condominiums. The site layout includes 20 townhome-style structures in clusters of 4 and 5 units and a resident clubhouse. The following unit composition is proposed:

Unit Type	Unit Count	Composition
Two Bedroom	9	11%
Three Bedroom	72	87%
Four Bedroom	2	2%

The MR Zone allows a density range of 6-9 units/acre in the RPO outside of an activity center. The Regional Plan has designated the site as Suburban Neighborhood area type, which has an allowable density range of 2-13 units/acre. The gross density of this project is 6 units/acre and is within the allowable density for the MR Zone and the Suburban Neighborhood area type.

II. Staff Site Plan Review

On May 9, 2024, Inter-Division Staff (IDS) approved an application for Site Plan Review of the proposed development subject to a successful Direct to Ordinance Zoning Map Amendment request. A copy of the application is attached to this report. Should the rezoning be denied, the Site Plan, as submitted, will no longer be approved.

A. Zoning – City of Flagstaff Zoning Code

If this Direct to Ordinance Zoning Map Amendment request is approved, approximately 13.82 acres will be rezoned to the MR zone within the RPO. Development of the site will be conditioned to the approved site plan, the final development agreement, and the additional conditions stated above. Any substantial change to the approved site plan would require a new rezoning request and further review and approvals by the Planning and Zoning Commission and City Council. The Site Plan provided includes the overall site layout, common space and civic space areas, resource protection plan, preliminary landscaping, building floor plans, and building elevations.

i. Site Planning Standards

In accordance with Section 10-30.60.030 of the Zoning Code a site analysis was completed in conjunction with the concept plan for this project that examines the topography of the site, solar orientation, existing/native vegetation types, view corridors, climate, subsurface conditions, drainage swales and stream corridor, and the built environment and land use context. The proposal includes townhome-style units in groups of Four and five side-by-side units located along a central drive aisle running east-west through the site. The proposal utilizes a common space amenity area surrounding the site which serves as a buffer to E Zuni Drive, S Lone Tree Road, and the neighboring subdivision to the south. The common area includes a walking trail for public use, which meets the civic space requirement at the time of site plan review.

ii. Resource Protection

The subject site is within the RPO. The Zoning Code requires 50% of the tree resources to be saved. This project utilizes an Affordable Housing incentive for resource protection which allows a 35% reduction to the required forest resource preservation for projects with 12% Category 1 affordable housing units. Use of this incentive reduces the required forest resource protection rate to 32.5%, the developer proposes to save 33.6% of the existing forest resources. The majority of the preserved forest resources are located along the northern and southern property lines within the common space area. This proposal meets all slope preservation requirements. This site is not within a protected floodplain.

iii. Common Space & Civic Space

The MR zone requires 15% of the gross lot area to be Common Space (Table 10-40-30.030.G). A minimum of 87,802 square feet of common space is required for the proposed residential project. The approved site plan identifies 87,981 square feet of common space. Common space is proposed to serve as a buffer around the site. Access to common space is provided by the trail network with trailheads distributed throughout the site.

At the time of review for the site plan, Section 10-30.60.090.B.1 of the Zoning Code required developments with 50 or more dwelling units to provide a minimum of 5% of the site as Civic Space. A total of 29,268 square feet of civic space is required. The site plan identifies a total of 39,450 square feet, or 6.7% of the site, toward civic space within the residential development. The civic space is proposed as a walking trail that runs through the forested common space area encompassing the development. A pinecone-inspired amenity structure provides a seating and viewing area along the trail.

iv. Pedestrian and Bicycle Circulation Systems

The approved site plan includes 5-foot-wide sidewalks along the central drive aisle. Sidewalks internal to the site are provided to the north of Drive “B” and connect to off-site sidewalks along all driveway access points from E Zuni Dr, S Masonic Ln, and S Lone Tree Road. Residents to the south of Drive B and along Drive B2 will rely on the internal drives to provide pedestrian connection to the nearest sidewalk.

Five-foot wide sidewalks and a bicycle lane will be constructed along the project's entire E Zuni frontage as part of this development's improvements to E Zuni Dr.

v. Compatibility and Architectural Design Standards

Compatibility does not mean "the same as" but rather it refers to how well a new development is sensitive to the character of existing development. The Zoning Code breaks down compatibility into three categories: Patterns of Development, Scale, and Continuity.

Patterns of Development include streetscapes, site relationships, signage, and landscape features. This project prioritizes resource protection along the rights-of-way and provides a buffer between the site and the adjacent neighborhood to the south. This resource protection buffer around the site maintains visual continuity of the forested areas surrounding the site and serves as an extension of the common space areas in Pinnacle Pines.

Scale refers to similar or harmonious proportions, overall height and width, the visual intensity of the development, and the building massing. The surrounding existing developments are primarily townhomes and a manufactured home park. The townhome-style structures are grouped in clusters of 4 and 5 units, breaking up the massing so that facades are generally 75 feet or less. The maximum height of 35 feet is comparable to the maximum height permissible in surrounding zones. The density of approximately 6 units/acre and the townhome-style buildings are compatible with the town-home development to the south of the site in Pinnacle Pines.

Continuity encompasses patterns of development and scale, but also site development, building forms, texture, materials, details, and colors. The proposal is consistent with Architectural Design Standards requirements for exterior materials and light reflectance values by using stone veneer and batten board siding with darker, low reflectance paint.

vi. Landscaping

A preliminary landscaping plan, showing all landscape areas, plant locations, plant species, and sizing was reviewed and approved with the approved site plan application. The preliminary landscaping plan meets the requirements of parking lot, street buffer, building foundation, and peripheral buffer landscaping found within Section 10-50.60 of the Zoning Code. A final landscape plan will be reviewed at the time of civil plan submittal.

vii. Outdoor Lighting

The subject property is located within Lighting Zone II and is allowed a total of 30,000 lumens per acre. Outdoor lighting plans are not required in conjunction with a Direct to Ordinance Zoning Map Amendment and will be reviewed for compliance at the time of building permit submittal.

viii. Parking

Based on the requirements for market rate units and guest parking, 188 spaces are required. This project provides 189 parking spaces including three ADA accessible parking spaces throughout the site. Two ADA parking spaces are provided in the driveway for both accessible units. Parking spaces for each unit are provided within one-car garages and driveways. Garages are not included for the accessible units; two driveway parking spaces are provided for the accessible units. There are 25 surface parking spaces dispersed throughout the site for guest use. While the project is eligible for parking reductions for proximity to proposed bus stops and affordable housing, this project meets the base parking requirements without any reductions.

ix. Historic/Cultural Resources

The Historic Preservation Officer reviewed this project and made no comments or conditions.

B. Public Systems Impact Analysis

i. Traffic/Right-of-Way Impact

The specific objectives of the Traffic Impact Analysis are:

- To determine whether the planned street system in the vicinity of the site is adequate to accommodate the increased traffic that results from the proposed development;
- To recommend additional street improvements or traffic control devices, where necessary, to mitigate the additional site-generated traffic; and,
- To evaluate the internal site circulation and provide recommendations if necessary.

The scope of a Traffic Impact Analysis is generally determined by the estimated peak hour trips generated by a development, per the Engineering Standards. The study of this site was based on the original proposal of 87 residential units and estimated peak hour trips of 48 vehicles/hour in the a.m. and 56 vehicles/hour in the p.m. According to the Standards, a Traffic Impact Statement (TIS) was sufficient. ViewPoint Engineering, the engineering consultant for the developer, completed the TIS in December of 2022.

Transportation Improvements

The project includes improvements to E Zuni Drive to meet City standards, the street section along the project frontage. Improvements along E Zuni Drive will include the following:

- A bicycle lane along the full frontage of E Zuni;
- Construction of curb and gutter along the full frontage of E Zuni;
- Construction of parkway along the full frontage of E Zuni, with the exception of approximately 150-ft to the east of Driveway A and between S Masonic Lane and S Lone Tree Road to protect existing slope resources;
- Construction of a five (5) foot wide concrete sidewalk along the full frontage of E Zuni;

Improvements along S Lone Tree Road will include the following:

- A right-turn lane into the project site;
- Construction of a five (5) foot wide parkway;
- Construction of a six (6) foot wide concrete sidewalk;

The project site is serviced by transit and proposes two bus stops along E Zuni Drive. The exact location of the bus stops will be coordinated with Mountain Line and finalized as part of the civil plans. Pedestrian access to the subject property is served by existing and proposed sidewalk along both rights-of-way.

ii. Water and Wastewater Impact

A Water and Sewer Impact Analysis (WSIA) was completed by the City on March 10, 2023 based on the original proposed count of 87 units. The proposed development is located within the City of Flagstaff urban growth boundary and is served by City water and sewer utilities. All public utilities are proposed within a 26-foot Public Utility Easement in the driveway on both sides of Masonic Lane.

Water

Currently, public water infrastructure exists across the property and in the adjacent roadways. There is a 12" water main in S Lone Tree Road, a 12" PVC water main in Zuni Drive and an 8" PVC water main in Masonic Lane. This main falls within the City of Flagstaff Pressure Zone 'B' and meets the minimum pressure requirements stated in the City of Flagstaff Engineering Standards.

New 8" water mains will be extended and looped on both sides of Masonic Lane in the PUE to provide water service to each unit. The water mains will have two fire hydrants and individual meters for each of the units.

Wastewater
The site is bordered by two existing sewer lines and a sewer line crossing the site in Masonic Lane. To the north of the project in Zuni Drive is a 21" VC sewer interceptor. An 8" sewer in Masonic Dr and a 10" PVC sewer in Lone Tree flow to this main. New 8" sewer mains will extend on both sides of Masonic Lane inside the PUE to provide sewer collection to each unit.

iii. Stormwater Analysis

The on-site stormwater system consists of a detention basin located central to the site along E Zuni Drive. As part of the rezoning request, a Drainage Impact Analysis was performed. The impact analysis studied the existing and proposed conditions. Results of the impact analysis show the proposed stormwater system has the capacity to mitigate and improve upon pre-development conditions based on analysis of 2-year, 10-year, and 100-year storm events.

III. Zoning Map Amendment Findings

An application for a Direct to Ordinance Zoning Map Amendment shall be submitted to the Planning Director and shall be reviewed and a recommendation prepared. The Planning Director's recommendation shall be transmitted to the Planning and Zoning Commission in the form of a staff report prior to a scheduled public hearing. The recommendation shall include: an evaluation of the consistency and conformance of the proposed amendment with the goals and policies of the General Plan and any applicable specific plans; the grounds for the recommendation based on the standards and purposes of the zones set forth in Section 10-40.20 (Establishment of Zones) of the Zoning Code; and whether the amendment should be granted, granted with conditions to mitigate anticipated impacts caused by the proposed development, or denied.

Zoning Map Amendments shall be evaluated based on the following findings:

A. Finding #1:

The proposed amendment must be found to be consistent with and in conformance with the goals and policies of the General Plan and any applicable specific plans. If the application is not consistent with the General Plan, and any other applicable specific plan, the applicable plan must be amended in compliance with the procedures established in Chapter 11-10 of the City Code (Title 11: General Plans and Subdivisions) prior to considering the proposed amendment.

i. General Plan/Flagstaff Regional Plan (FRP 2030) Process and Analysis Summary

When staff performs a Regional Plan (the "Plan") analysis, staff reviews all maps, text, and goals and policies to determine which are the most relevant in relation to the proposed application. The Plan's Future Growth Illustration on Maps 21 and 22 (same map; one is regional scale, and one is city scale) and the text of the Plan provide supplemental information for the interpretation of goals and policies. In the case of any conflict between the Future Growth Illustration and the Plan's goals and policies, the goals and policies will prevail. The Future Growth Illustration has two types of land use designations: "Area Types" describe the place-making context of Urban, Suburban, Rural, or Employment, and "Place Types" such as activity centers, corridors, and neighborhoods provide the framework for the density, intensities, and mix of uses within the area types.

The subject property is designated as Existing Suburban Neighborhood area-type. Suburban Neighborhood Characteristics include a density of 2-13 units per acre, low-rise apartments (generally accepted as three-story maximum), and open spaces used for passive recreation. The proposed development is consistent with density range supported by the Regional Plan area/place type and uses 3-story structures with typical heights of approximately 35 feet to achieve a low-rise development style.

ii. Applicable General Plan Goals and Policies

As part of its review, staff identified relevant Regional Plan Goals and Policies that could be applied to support or not support the proposed Zoning Map Amendment. The relevant goals and policies can be found below and within the developer's comprehensive plan analysis. The following is a discussion of how the project generally meets or conflicts with goals and policies in each relevant chapter.

a. Environmental Planning & Conservation (Air Quality, Climate Change and Adaptation, Dark Skies, Ecosystem Health, Environmentally Sensitive Lands, Natural Quiet, Soils, and Wildlife)

The Regional Plan encourages development to work with the existing landforms. Developments should step down sloped sites and preserve as much natural topography as possible. Policy E&C.9.2 states that construction projects employ strategies to minimize disturbed areas, soil compaction, soil erosion and destruction of vegetation. Policy CC.1.1 identifies the goal of preserving the natural character of the region through planning and design to maintain views of significant landmarks, sloping landforms, rock outcroppings, water courses, floodplains, and meadows, and conserve stands of ponderosa pine.

The site has considerable forest and slope resources which makes adherence to the resource protection standards challenging. This project utilizes an affordable housing incentive for a 35% reduction in the preservation rate of forest resources, bringing the required forest preservation from 50% to 32.5%. This development meets the reduced preservation requirement at a preservation rate of 33.6%. By focusing development along a central east-west axis through the site, the project minimizes disturbance to slope resources and concentrates forest resource protection along the periphery of the site to provide continuity to surrounding forest areas.

By incorporating walking trails through its forest preservation areas, this project meets Policy E&C.10.5. "Support the development of watchable wildlife recreation opportunities." This trail network will be available for public use for the enjoyment of the natural environment and resident wildlife.

b. Open Space

The project uses resource protection areas along the borders of the property to serve as buffer areas to neighboring uses, maintain continuity of the forest, and provide publicly available civic space to enjoy the natural environment. The design of this common space supports the following policies: Policy OS.1.3. "Use open spaces as natural environment buffer zones to protect scenic views and cultural resources, separate disparate uses, and separate private development from public lands, scenic byways, and wildlife habitats." Policy OS.1.4. "Use open space as opportunities for non-motorized connectivity, to interact with nature, and to enjoy the views and quiet."

c. Water Resources (Water Sources, Water Demand, Stormwater and Watershed Management, and Water Quality)

As shown on Map 21 and referenced in Policy WR.4.3. "Development requiring public utility services will be located within the Urban Growth Boundary," the Property is located within the Urban Growth Boundary and served by existing infrastructure.

The Drainage Impact Analysis studied the pre- and post-development conditions of stormwater flows and proposes an improvement to the impacts downstream of this site, meeting Policy WR.5.3. "Identify downstream impacts as the result of development and provide for mitigation measures to address impacts. When possible, mitigations should be non-structural in nature." The proposed development complies with the findings of the Drainage Impact Analysis discussed in the Public Systems Impact Analysis section of this report.

d. Efficient Use of Energy Goals and Policies

This project is fully electric and therefore meets Regional Plan Policy E.2.1. “Promote renewable energy sources that reduce demand upon fossil fuels and other forms of generation that produce waste.” Additionally, this project provides electric hookup locations in garages for each unit and two public-access charging stations on-site to promote the use of electric vehicles per Policy E.1.13. “Promote and encourage the use of fuel-efficient vehicles that use renewable fuels.”

The Regional Plan Policy E.1.5 promotes the expansion of energy-efficient modes of transportation. The improvements to E Zuni Drive as part of this project include the construction of a new sidewalk and a bike lane along the project frontage where there currently is none. This will encourage the use of non-motorized transportation along E Zuni Drive creating safe separation between these modes of transportation and vehicles on the road.

The project includes a bike share program for residents to rent bicycles at no cost. The number of bikes and whether they will be e-bikes or not will be determined by the applicant and coordinated with the City’s Sustainability office for compliance.

The project includes two new bus stops which provide new opportunities for the use of public transportation. The developer encourages the use of public transportation by offering bus pass reimbursement for homeowners to purchase two adult bus passes for the first year of ownership and promoting Mountain Line's EcoPass for Educators program.

e. Community Character (Scenic Resources and Natural Setting, Heritage Preservation, Community Design, and Arts, Sciences and Education)

This project proposes buildings designed at a scale comparable to the existing neighborhood of Pinnacle Pines to the south of the project site, with maximum heights of 35 feet and wall plane lengths generally not exceeding 75 feet. The project is designed to blend with the existing neighborhood in conformance with Policy CC.3.2. “Maintain and enhance existing buildings and blend well-designed new buildings into existing neighborhoods.”

The project incorporates an accessory structure with a sculptural design inspired by the shape of a pinecone to serve as a rest and amenity area along the publicly accessible walking trail. By blending a functional space with artistic design, the project promotes Policy CC.5.3. “Encourage the integration of art into public and private development projects.”

To the north of this site is a parcel of land owned by the Arizona Board of Regents which is currently under review for the Kinsey Elementary School relocation. To the east of this site is the Coconino Community College. This project proposes the development of new sidewalk along the full frontage of E Zuni Drive and improvements to the existing sidewalk along S Lone Tree Road. Policy CC.5.4. requires that “Complete sidewalks and Flagstaff Urban Trails System connections for all schools, community colleges, and university campuses.” The construction of these sidewalk improvements will provide safer pedestrian connections to the adjacent schools in general conformance with this policy.

f. Growth Areas & Land Use (Reinvestment, Greenfield, Urban Area, Suburban Area, Rural Area, Employment Area, Special Planning Area, and Activity Centers)

The proposed development is on a vacant parcel within the urban growth boundary and adjacent to existing neighborhoods. The development of the infill parcel includes the required civic space, common

space, and pedestrian amenities, including public improvement along the street frontage. The requested rezoning promotes a more seamless transition between surrounding development, in conformance with Policy LU.3.4 "Promote transitions between urban, suburban, and rural areas with an appropriate change in development intensity, connectivity, and open space."

This request supports infill development within the urban growth boundary in support of Policy LU.5.1. "Encourage development patterns within the designated growth boundaries to sustain efficient infrastructure projects and maintenance." The proposal also supports Policy LU.5.2. "Promote infill development over peripheral expansion to conserve environmental resources, spur economic investments, and reduce the cost of providing infrastructure and services".

E Zuni Drive does not currently have sidewalks or a bike lane along its entire length. This project includes the development of a new sidewalk and bike lane along E Zuni Drive and improved sidewalk along S Lone Tree Road, in conformance with Policy LU.13.1. "Prioritize connectivity for walking, biking, and driving within and between surrounding neighborhoods." The Bow and Arrow Trail runs along the northern edge of E Zuni Drive, providing some pedestrian connectivity in place of a sidewalk, however this trail is unpaved and cannot serve as an accessible substitute for sidewalk. The project's public improvements will shorten the gap between the neighboring properties to the west and the closest pedestrian/bicycle infrastructure on S Lone Tree Road.

g. Transportation (Mobility and Access, Safe and Efficient Multimodal Transportation, Environmental Considerations, Quality Design, Pedestrian Infrastructure, Bicycle Infrastructure, Transit, Automobile, Passenger Rail and Rail Freight, Air Travel, and Public Support for Transportation)

Policy T.1.6. promotes strategies that support alternate modes of travel. Policy T.2.1. promotes the design of infrastructure to provide safe and efficient transportation for vehicles, bicycles, and pedestrians. The proposed improvements to E Zuni Drive provide separation between competing modes of transportation and increase safety and potential use.

h. Neighborhoods, Housing, and Urban Conservation

This project includes a $1,802,413.83 contribution to the Affordable Housing Fund for the City to support affordable housing projects and incentives. This financial contribution provides the City with resources to give assistance throughout the City and supports the following policies:
Policy NH.3.5. "Encourage and incentivize affordable housing"
Policy NH.5.1. "Provide adequate resources for families with children experiencing homelessness"
Policy NH.5.2. "Provide adequate resources for individuals experiencing homelessness"

B. <u>Finding #2</u>

To meet the finding, the proposed amendment must be determined not to be detrimental to the public interest, health, safety, convenience, or welfare of the City of Flagstaff (the "City"); and will add to the public good as described in the General Plan. Staff does not believe that the proposed project will be detrimental to the public interest, health, safety, convenience, or welfare. Staff believes that the proposed amendment will add to the public good.

The developer has identified the following Community Benefits and Public Good:

i. The developer will provide improvements along E Zuni Drive and S Lone Tree Road, including new or improved sidewalk, parkway, and a bike lane.
ii. The developer will provide two bus stops serving both directions along E Zuni Drive.
iii. The developer will contribute to the City of Flagstaff Affordable Housing fund commensurate with 10 Category 1 affordable units or 12% total number of units at a total contribution of $1,802,413.83.

C. Finding #3

To meet the finding the affected site must be determined to be physically suitable in terms of design, location, shape, size, operating characteristics; and the provision of public and emergency vehicle access, public services, and utilities to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

Staff believes that the proposed application meets this finding. The Inter-Division Staff reviewed the application and concluded that the site was suitable for the proposed development. The IDS team based its conclusion on the review of all applicable codes and requirements as well as impact analysis for the site. Any potential impacts were mitigated by the developer and off-site improvements will be required to serve this development.

II. DEVELOPMENT AGREEMENT

A draft development agreement has been prepared. The primary purpose of this agreement is to set out roles and responsibilities in regard to the following (not limited to):

- Developer obligations for public improvements to rights-of-way
- Development Phasing
- Commitments to sustainability initiatives
- Restrictions on short-term rentals, no leases under 30 days
- Administration of the Affordable Housing Fund contribution payments

III. CITIZEN PARTICIPATION

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for Direct to Ordinance Zoning Map Amendments. In accordance with State Statute, notice of the public hearing was provided by placing an ad in the Daily Sun, posting notices on the property, and mailing a notice to all property owners within 300 feet of the site excluding rights-of-way.

The developer held two neighborhood meetings in regard to this case on October 17, 2024 and November 21, 2024. Both meetings were held with in-person and virtual options for attendance. Per the meeting sign-in, approximately 17 individuals attended the first meeting, and 10 individuals attended the second meeting. Citizen Participation summaries, attached, were prepared in response to the questions, comments and concerns presented. The meetings included a presentation from the developer and a question-and-answer session where questions could be asked or typed into the chat. Comments on the project included the following topics: increase in density of the area, impacts to traffic, impacts to dark skies and natural environment, increased noise, the project's proposal to use a fractional ownership model, and timing for the project.

Ten emails from the public have been received as of the writing of this report and have been included with this agenda item. All correspondence either voiced opposition or concerns with the project such as traffic, concerns about parking, impacts to the natural environment, and concerns about fractional ownership or short-term rentals.

In response to neighbor participation, the applicants removed fractional ownership from their proposal. The applicant has included in their development agreement a restriction that prohibits leases under 30 days. Nothing in the development agreement precludes fractional ownership in the future.

RECOMMENDATION:

Staff recommends the Planning & Zoning Commission forward the request to the City Council with a recommendation approving PZ-22-00109-04, subject to the following conditions which will be included into the zoning map amendment ordinance:

1. The subject property must be developed in accordance with the approved site plan and the conditions of approval dated May 9, 2024. Modifications (other than minor modifications) to the approved site plan will require an amendment to this Direct to Ordinance Zoning Map Amendment request.
2. All other requirements of the Zoning Code and other City codes, ordinances and regulations, shall be met by the proposed development.
3. All terms, conditions, and restrictions detailed within the "Pinehaven Development Agreement" must be fully satisfied.
4. In the event the property is rezoned and the Developer fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert to the former classification of Rural Residential (RR) and Suburban Commercial (SC) in accordance with A.R.S. § 9-462.01.

Attachments:

- Application
- Area Context Map
- Legal Notice
- Project Narrative and Regional Plan Analysis
- WSIA
- Drainage Impact Analysis
- Traffic Impact Statement
- Citizen Participation Plan, Record of Proceedings, Emails from the Public
- Approved Site Plan Drawings and Natural Resource Protection Plan
- Landscape Plan
- Building Floor Plans and Elevations

ORDINANCE NO. 2025-17

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF ZONING MAP TO REZONE APPROXIMATELY 13.82 ACRES OF REAL PROPERTY GENERALLY LOCATED AT 2951 S MASONIC LANE, APN 103-26-002D, FROM THE RURAL RESIDENTIAL (RR) ZONE IN THE RESOURCE PROTECTION OVERLAY AND SUBURBAN COMMERCIAL (SC) ZONE IN THE RESOURCE PROTECTION OVERLAY TO THE MEDIUM DENSITY RESIDENTIAL (MR) ZONE IN THE RESOURCE PROTECTION OVERLAY WITH CONDITIONS; PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, Red Oak Development Group ("the Applicant"), has applied for a Direct to Ordinance Zoning Map Amendment to rezone approximately 13.82 acres of real property located within the City of Flagstaff, a legal description of which is provided in "**Exhibit A**" attached hereto and incorporated by this reference ("the Property"), from the Rural Residential (RR) zone in the Resource Protection Overlay (RPO) and Suburban Commercial (SC) zone in the RPO to the Medium Density Residential (MR) zone in the RPO for purposes of developing a multi-family residential development with 83 proposed dwelling units; and

WHEREAS, the Applicant proposes to develop the Property pursuant to the terms and conditions of this Ordinance and a Development Agreement between Applicant and the City ("Agreement"), which will be presented to the City Council through a proposed resolution at the second reading of this Ordinance; and

WHEREAS, the Applicant conducted neighborhood meetings on October 17, 2024 and November 21, 2024 to discuss the proposed Zoning Map Amendment with the surrounding community, as required by Section 10-20.50.040 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission has formally considered the proposed Direct to Ordinance Zoning Map Amendment application, following proper notice and a hearing on July 23, 2025, and has recommended approval of the requested Zoning Map Amendment application, subject to the Applicant's compliance with certain conditions set forth below; and

WHEREAS, the Council finds that the applicant has complied with all application requirements set forth in Chapter 10-20 of the Flagstaff Zoning Code; and

WHEREAS, staff have recommended approval of the Direct to Ordinance Zoning Map Amendment application, subject to the conditions proposed by the Planning and Zoning Commission, and the Council has considered each of the conditions and has found each condition to be appropriate for the Property and necessary for the proposed development; and

WHEREAS, the Council has read and considered the staff reports prepared by the current Planning Division staff and all attachments to those reports, the Applicant's application, the narrative provided by the Applicant, and all statements made by the Applicant and its representatives or agents during the presentation to Council, and the Council finds that the

proposed Direct to Ordinance Zoning Map Amendment, subject to the conditions set forth below, meets the findings required by Section 10-20.50.040(F)(1)(a) of the Flagstaff Zoning Code.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. The amendment requested in the application is consistent with and conforms to the goals of the Regional Plan.

SECTION 3. The amendment requested in the application will not be detrimental to the public interest, health, safety, convenience, or welfare of the City, and will add to the public good as described in the General Plan.

SECTION 4. The affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle access and public services and utilities to ensure that the amendment requested in the application will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The Zoning Map designation for the Property is hereby amended from Rural Residential (RR) zone in the Resource Protection Overlay (RPO) and Suburban Commercial (SC) zone in the RPO to the Medium Density Residential (MR) zone in the RPO as set forth in “Exhibit A”, attached hereto and incorporated by reference.

SECTION 6. That the Zoning Map Amendment be conditioned on compliance with the Development Agreement between the City of Flagstaff and the Applicant, approved by the City Council through Resolution No. 2025-43 on September 2, 2025 (the “Pinehaven Development Agreement”) and should that Development Agreement not be approved and executed this Ordinance becomes null and void.

SECTION 7. The Zoning Map Amendment is further conditioned upon the Applicant’s satisfaction of the following conditions:

CONDITIONS:

1. The subject property must be developed in accordance with the approved site plan and the conditions of approval dated May 9, 2024. Modifications (other than minor modifications) to the approved site plan will require an amendment to this Direct to Ordinance Zoning Map Amendment request.
2. The site plan shall be revised to remove the rooftop deck from the amenity building.
3. The site plan shall be revised to remove the observation deck.
4. Should the development result in condominiums, a restriction prohibiting the fractional sale of units shall be placed in the codes, covenants, and restrictions and recorded prior to or concurrent with recordation of the final plat.
5. All other requirements of the Zoning Code and other City codes, ordinances, and regulations, shall be met by the proposed development.

6. All terms, conditions, and restrictions detailed within the “Pinehaven Development Agreement” must be fully satisfied.
7. In the event the property is rezoned and the Developer fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert to the former classification of Rural Residential (RR) and Suburban Commercial (SC) in accordance with A.R.S. § 9-462.01.

SECTION 8. That City staff is hereby authorized to take such other and further measures and actions as are necessary and appropriate to carry out the terms, provisions, and intents of this Ordinance.

SECTION 9. If any section, subsection, sentence, clause, phrase, or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 10. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 2nd day of September, 2025.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
Exhibit A: Legal Description

EXHIBIT A
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COCONINO, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

A tract of land in the Southeast quarter of Section 28 and in the Southwest quarter of the Southwest quarter of Section 27, Township 21 Norther, Range 7 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, more particularly described as follows:

BEGINNING at the Southeast corner of said Section 28;

thence South 89° 13’00" West, a distance of 1321.47 feet along the Section line to the Southwest corner of the Southeast quarter of the Southeast quarter of said Section 28;

thence South 89° 13’ 00" West, a distance of 24.80 feet along the Section line to the intersection of the Southerly right-of- way line of Zuni Drive as described in Docket 350, page 203 of the Coconino County Records;

thence along said Southerly right-of-way line as follows:

North 61° 32’ 00" East, a distance of 826.32 feet;

thence along a curve to the right having a radius of 170.00 feet and having a central angle of 24° 32’00", a distance of 72.30 feet;

thence North 86° 04’ 00" East, a distance of 549.48 feet to a point on the East line of said Section 28;

thence North 86° 04’ 00" East, a distance of 241.41 feet;

thence along a curve to the right having a radius of 170.00 feet and having a central angle of 33° 52’ 00", a distance of 100.42 feet, said curve having tangents bearing North 86° 04’ 00" East and South 60° 02’ 00" East, to the Westerly right-of-way line of Lone Tree Road;

thence South 32° 00’ 00" East along said Westerly right-of-way line, a distance of 502.08 feet to the Southerly line of said Section 27;

thence South 89° 48’ 00" West along Section line, a distance of 601.21 feet to the POINT OF BEGINNING.

When recorded, mail to:
City Clerk
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

DEVELOPMENT AGREEMENT
BETWEEN
CITY OF FLAGSTAFF
AND
RODG DT PINE HAVEN HORIZONTAL LLC
FOR PINEHAVEN

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into this _____ day of _____, 2025, by and between the City of Flagstaff, an Arizona municipal corporation ("City"), and RODG DT PINE HAVEN HORIZONTAL LLC, authorized to do business in the State of Arizona ("Developer"). City and Developer may be referred to in this Agreement as "Party" in the singular, and collectively as the "Parties."

RECITALS

I. A.R.S. § 9-500.05 authorizes the City to enter into development agreements with landowners and persons having an interest in real property in order to facilitate development of property.

II. Developer owns an approximately 13.44 gross acre parcel of land generally located at the southwest corner of E Zuni Drive and S Lone Tree Road, depicted and legally described in Exhibit "A" attached hereto (collectively the "Property").

III. Developer intends to develop the Property for use as a medium-density multi-family residential community (the "Project"). The Property is currently dual zoned Rural Residential (RR) and Suburban Commercial (SC) with Resource Protection Overlay (RPO) zone. The Developer is requesting to rezone to Medium Density Residential; Resource Protection Overlay (MR RPO) zone in Direct to Ordinance Zoning Map Amendment No. PZ-22-00109-04.

IV. The Parties desire to enter into this Agreement in order, among other things, to facilitate development of the Property as depicted in the preliminary plan for the Project (the "Site Plan"), a copy of which is attached as Exhibit "B", and as set forth in this Agreement and in the Project Narrative, a copy of which is attached as Exhibit "C", and as conditioned by Ordinance 202X-XX.

V. This Agreement and the Project, described and conditioned as set forth in this Agreement, are consistent with the Flagstaff Regional Plan 2030 in effect on the Effective Date of this Agreement, as set forth below.

VI. The Developer desires to comply with the strategies and goals of the City of Flagstaff Carbon Neutrality Plan.

VII. The Developer intends to assist the City's "Housing Crisis Emergency Declaration" (Resolution No. 2020-66) by contribution to the City's Affordable Housing Fund.

VIII. The City has an interest in ensuring that the development of the Property complies with City standards for development and engineering improvements, and the City believes that development of the Property pursuant to this Agreement will result in planning, safety, and other benefits to the City and its residents.

IX. The Developer acknowledges that development of the Property pursuant to this Agreement will be beneficial and advantageous to the Developer because it provides assurances to the Developer that it will have the ability to develop the Property in accordance with the Concept Plan as set forth herein.

X. The City and Developer acknowledge that this Agreement is a development agreement pursuant to the provision of A.R.S. § 9-500.05.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and agreements set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in order to fulfill the foregoing objectives, the Parties agree as follows:

1. INCORPORATION OF RECITALS

Each of the recitals, including the attached Exhibits, set forth above, is incorporated into this Agreement as fully set forth herein.

2. DEFINITIONS

"Certificate of Occupancy" shall mean a document issued by an authorized City official setting forth that a building or structure legally complies with the City's building codes, the Flagstaff Zoning Code, and other pertinent state and local requirements, and that the same may be used for the purpose(s) therein.

"City" shall mean and refer to the City of Flagstaff, an Arizona municipal corporation, and any successor public body or entity.

"Developer" shall mean and refer to RODG DT Pine Haven Horizontal LLC, a Limited Liability Company (LLC), and any successor-in-interest or assignee of RODG DT Pine Haven Horizontal LLC, as contemplated pursuant to Section 8.14.

"Project" shall mean and refer to the development of the Property for the uses, intensities, and densities currently shown and described in Site Plan Application No. PZ-22-00109-02 and the Site Plan attached hereto as Exhibit "B" and further described in the Project Narrative attached hereto as Exhibit "C", this Agreement, and Ordinance 202X-XX.

3. ENTITLEMENTS

3.1. Zoning Map Amendment

Developer hereby agrees to be subject to all the terms, conditions, and stipulations of the rezoning ordinance for PZ-22-00109-04 (City Ordinance No. 202X-XX) and Site Plan (PZ-22-00109-02), including any approved development standard, engineering, or other modification(s) (collectively, the "Entitlements"). In addition to the provisions for reversion set forth in Ordinance No. 202X-XX and the Flagstaff City Code, the Developer's failure to obtain Certificate of Occupancy for the entirety of the Project within five (5) years of the effective date of the rezoning ordinance shall entitle the City, in its sole discretion, to conduct a public hearing for the purpose of reverting the Medium Density Residential zoning on the Property to its former zoning classification of Rural Residential (RR) and Suburban Commercial (SC) with the Resource Protection Overlay (RPO), in accordance with Arizona Revised Statutes § 9-462.01.

3.2. Zoning

Developer intends to develop the Property for use as a medium-density multi-family residential community. The Property is currently dual zoned Rural Residential (RR) and Suburban Commercial (SC) with Resource Protection Overlay (RPO) zone. The Developer is requesting a Rezone to Medium Density Residential, Resource Protection Overlay (MR RPO) zone in Direct to Ordinance Zoning Map Amendment Application No. PZ-22-00109-04.

3.3. Development Standards

For a period of five (5) years from the Effective Date, development of the Property, as well as the requirements for Improvements, will be governed by the Flagstaff Zoning Code, ordinances, regulations, rules, guidelines, and standards in effect on the Effective Date. For any development application(s) made after five (5) years from the Effective Date, the codes, ordinances, regulations, rules, guidelines, and standards in effect at the time of application shall apply. Regardless of the time of development, the current City Engineering Standards, Building Code, Fire Code, and other Code provisions, regulations, rules, and guidelines shall apply to the Project.

4. DEVELOPMENT PLAN

4.1. Scope of Development

The City and the Developer hereby acknowledge that the City of Flagstaff Development Review Staff approved, subject to conditions, the Site Plan for the Project, attached hereto as Exhibit "B". The Project is further conditioned by rezoning Ordinance, the Project Narrative, attached hereto as Exhibit "C", and this Agreement. The Project consists of 83 townhome style condominium residential dwelling units.

The unit mix may change by ten percent (10%) based on Site Plan approval. Maximum building height is 35'. An additional 20% of allowable build height is allowed for unoccupied architectural features.

4.2. Open Space/Common Area

The Project shall provide approximately 5.7% (0.76 acres) civic open space and 15% (2.01 acres) common open space, consisting of walking trails throughout the site, and a clubhouse/amenity center.

4.3. Public-Civic Space

The Project shall provide approximately 0.76 acres of public-civic space designed as walking trails.

5. DEVELOPER OBLIGATIONS

5.1. Off-Site and On-Site Improvements

Developer will make all off-site and on-site improvements as shown in this development agreement and as required by the Developer's impact analyses. Developer will construct on-site and off-site improvements to the specifications outlined in City code and as shown on the approved civil plans. (Developer has submitted civil plans for review, but these plans will require corrections to conform to the City of Flagstaff Engineering Design Standards and Specifications and Details.) The specific requirements included below are not exhaustive.

5.2. Construction of General Off-Site Roadway Improvements

Developer shall be responsible for the following Off-Site Roadway Improvements as shown on the approved civil plans, including:

5.2.1. Improvements along E Zuni Drive will include the following:

5.2.1.1 Widening of the eastbound side of E Zuni Drive to provide a bicycle lane along the full frontage;

5.2.1.2 Construction of curb and gutter along the full frontage;

5.2.1.3 Construction of parkway along the full frontage, with the exception of approximately 150 feet to the east of Driveway A and between S Masonic Lane and S Lone Tree Road to protect existing slope resources;

5.2.1.4 Construction of a five (5) foot wide concrete sidewalk along the full frontage;

5.2.1.5 Adjustments of roadway striping between S Masonic Lane and S Lone Tree Road. Restriping shall reduce queuing length of the westbound left-turn onto S Masonic Lane and increase the queuing of eastbound left-turn onto S Lone Tree Road in accordance with City staff direction;

5.2.1.6 Widening and restriping between S Masonic Lane and S Lone Tree Road will be set an additional 1.5 feet south to accommodate future plans for the intersection of E Zuni Drive and S Lone Tree Road;

5.2.1.7 Construction of a physical barrier prohibiting left-turn movements out of Driveway A.

5.2.2. Improvements along S Lone Tree Road will include the following:

5.2.2.1 Project will construct a right-turn lane into the project site at the appropriate location to become the future southbound through lane;

5.2.2.2 Construction of a five (5) foot wide parkway to abut the curb along the newly constructed right-turn lane;

5.2.2.3 Construction of a six (6) foot wide concrete sidewalk to abut the parkway along the newly constructed right-turn lane;

5.2.2.4 Provide one (1) additional foot of right-of-way for the ultimate half street right-of-way of 51 feet from the centerline;

5.2.2.5 Construction of a physical barrier prohibiting left-turn movements into and out of Driveway B;

5.2.2.6 Provide restriping of the roadway along the proposed improvements to provide appropriate lane transitions to existing roadway lane dimensions.

5.3. Project Construction Phasing

The Project will be developed as a single project; however, the Project will be grouped into "Phases" so as to efficiently develop the site, minimize disturbances, and provide for an efficient construction process. To that end, the Phases will be established as follows:

5.3.1. Phase 1 will consist of the onsite project area west of S Masonic Lane and bounded by E Zuni Drive. This Phase will construct 40 condominium townhomes and a Clubhouse facility with associated utility infrastructure within the bound limits. Further, this Phase will construct Road 'A' and 'A1'; construct a

stormwater management basin with associated storm sewers tributary to the basin; and construct associated public water and sewer facilities shown therein between the connection in E Zuni Drive and the connection within S Masonic Lane. Finally, Phase 1 will construct Public Improvements along the frontage of E Zuni Drive only.

5.3.2. Phase 2 shall refer to the onsite project area east of S Masonic Lane and bounded by S Lone Tree Road as well as the proposed roadway improvements along S Lone Tree Road. This Phase will construct the remaining 43 condominium townhomes. In addition, this Phase will construct the infrastructure to support the buildings to include construction of Road 'B' and 'B1'; construct storm sewers; and construct associated public water and sewer facilities shown therein between the connection in S Masonic Lane and the connection within S Lone Tree Road. Finally, Phase 2 will construct the public improvements within S Lone Tree Road as indicated on the plans.

5.3.3. Project Permitting and approval process for the project phasing.

The project will proceed with permitting and approvals following zoning approval in accordance with the following general process. The information that follows provides for the segmentation/grouping of the project work should the developer decide to proceed with the project in two phases; however, Developer has the discretion to develop the project in a single phase. The Developer acknowledges the necessary permits and approvals have expiration dates and performance agreements have requirements for continuous progress on construction and defined performance period.

5.3.3.1 Preliminary Plat: The Developer shall provide the information for all phases of development for the Preliminary Plat submission. Information shall be provided and/or annotated in a fashion sufficient to clearly indicate the elements being provided within each phase. In addition, the Developer has agreed to provide the following within the Phase 1 designation: 1) all improvements required along East Zuni Drive and South Masonic Lane as depicted on approved civil plans; and 2) R.O.W. dedications required for both East Zuni Drive and Lone Tree Road.

5.3.3.2 Phase 1 Civil Plan Review: Developer will submit the civil plan review application and documentation for the phase 1 area only. Phase 2 information may be provided for reference, but City Staff will not formally review any components not related to phase 1 infrastructure. In conjunction with the Phase 1 Civil Plan Review, the Developer will submit ADEQ water and sewer permit applications for the Phase 1 development area.

5.3.3.3 Phase 1 Final Plat: The Developer will prepare the Phase 1 final plat. Included within the plat will be the necessary easements and

dedications related to the improvements approved on the phase 1 Civil review plans, the right-of-way on Lone Tree Road for Phase 2, as well as the platting information relevant to the airspace of the Phase 1 condominium units.

Phase 1 Permits & Assurances: The Developer will provide a form of assurance and a performance agreement for all public improvements indicated on the Phase 1 Civil Plans prior to recordation of the plat.

5.3.3.4 The developer may consider utilizing a third-party trust for on-site public improvements, but no condo sales (excluding pre-sales) can happen until all public improvements have been completed and accepted by the City or an acceptable substitute assurance is accepted by the City. Certificate of Occupancy for any unit may not occur prior to the completion and acceptance of all public improvements, with a one-year warranty assurance in place as required by the City Code.

5.3.3.5 Phase 2 Civil Plan Review: Developer will submit the civil plan review application and documentation for the phase 2 area only. Phase 1 information will be provided for reference as required by City of Flagstaff Engineering Standards. In conjunction with the Phase 2 Civil Plan Review, the Developer will submit ADEQ water and sewer permit applications for the Phase 2 development area.

5.3.3.6 Phase 2 Final Plat: The Developer will prepare the Phase 2 Final Plat to Include any new easements and dedications not previously provided in the Phase 1 Final plat. Additionally, the Phase 2 Final Plat will include platting information relevant to the airspace of the Phase 2 condominium units.

5.3.3.7 Phase 2 Permits & Assurances: The Developer will provide a form of assurance and a performance agreement for all public improvements indicated on the Phase 2 Civil Plans prior to recordation of the plat.

The developer may consider utilizing a third-party trust for on-site public improvements, but no condo sales (excluding pre-sales) can happen until all public improvements have been completed and accepted by the City or an acceptable substitute assurance accepted by the City. Certificate of Occupancy for any unit may not occur prior to the completion and acceptance of all public improvements, with a one-year warranty assurance in place as required by City Code.

5.3.3.8 Phase 2 is dependent on the completion of Phase 1 infrastructure. All Phase 1 infrastructure must be completed and accepted by the City prior to the acceptance of the Phase 2 infrastructure.

5.4. Sustainability

Developer agrees to incorporate sustainable practices as set forth in this section to help implement the strategies and goals of the City of Flagstaff Carbon Neutrality Plan, including helping to reduce greenhouse gas emissions and contributing to the City's neighborhoods and resources being more resilient to climate change impacts.

5.4.1. Materials Management

Developer agrees to incorporate infrastructure to support recycling activities on-site in order to help divert waste materials from landfills.

5.4.1.1 Developer shall provide recycling receptacles within each dwelling unit and shall furnish each unit with materials provided by the City's Sustainability Division on best practices for waste diversion and reduction. Developer shall provide, as part of the certificate of occupancy request for each unit, photo documentation confirming placement of recycling receptacles and waste reduction and diversion materials in each unit.

5.4.1.2 Developer shall provide recycling dumpsters immediately next to those dedicated for trash and recycling/trash valet pick-up service. All recycling and trash dumpsters shall be properly signed with waste reduction and diversion information provided by the City's Sustainability Division. Developer shall provide photo documentation confirming proper signage on all trash and recycling dumpsters with the first certificate of occupancy request for a residential unit on the development site.

5.5. Mobility

Developer is committed to multi-modal transportation in efforts to meet the City's goals. The Developer will provide the following in support of this goal.

5.5.1. Public Transportation

5.5.1.1 Developer has coordinated with Mountain Line for future needs. Developer will construct one bus pad (24'4" x 5'9") behind sidewalk on E Zuni Drive in the eastbound direction, just east of S Masonic Lane. The Developer will construct one bus pad (24'4" x 5'9") along with approximately 150 feet of sidewalk, curb, and gutter with an ADA accessible ramp on E Zuni Drive in the westbound direction, just west of S Masonic Lane.

5.5.1.2 Bus Pass Program: The community will offer homeowners reimbursement for the purchase of two adult bus passes for the first

year of ownership. Homeowners will submit proof of purchase to the HOA for reimbursement in perpetuity.

5.5.1.3 EcoPASS for Educators: The community will offer and facilitate participation of residents in the EcoPASS for Educators program for non-student staff at Northern Arizona University. The HOA will work with NAU to facilitate direct enrollment or reimburse educators who apply independently.

5.5.2. Bicycle Transportation

5.5.2.1 Parking: The Developer shall provide no less than 12 total bicycle parking spots. Nine spaces are required for the development.

5.5.2.2 Resident Bike Share Program: Community residents will have access to a free bike share program managed through the community office. This initiative will provide scheduled bike rentals at no cost. The HOA will maintain and oversee the scheduling system, ensuring availability and fair usage for all participants. The HOA will provide the City's Sustainability Division with information needed to monitor compliance on an annual basis, including how many bikes are included in the program and whether they are e-bikes.

5.6. Smart Home Automation

Developer shall include smart home climate control (thermostat) automation features within all dwelling units. Conformance with the smart home climate control units shall be stated on the building permit application.

5.7. Electrified Units

All units within the development shall be constructed and equipped for electricity. No natural gas lines will be installed within the development and no natural gas appliances will be incorporated into the units.

5.8. Electric Vehicle Support

5.8.1. For units without garages, weather resistant hookups will be provided at the driveway space.

5.8.2. Additional Site Charging: The project will install two (2) additional public access charging stations on-site. Both stations will be outdoor weather resistant connections. One will be located in the lower parking area adjacent to the clubhouse. The second will be located in the central parking area within the phase 2 area.

5.9. Department of Energy/Environmental Protection Agency Standards

All appliances, HVAC systems, climate control devices, and related features subject to DOE EnergyStar standards shall be EnergyStar certified. All water fixtures shall be WaterSense certified, and the units shall meet EPA Indoor AirPlus requirements.

Conformance with DOE and EPA Standards shall be confirmed with building permit review and final inspection for certificate of occupancy for each unit.

5.10. Air Heating and Cooling

The primary air heating and cooling source for each unit shall be a high-performance cold climate air source heat pump (CCASHP) per the standards of the Northeast Energy Efficiency Partnerships. This means the heat pump shall be rated to operate down to -22 degrees Fahrenheit and shall meet the CCASHP efficiency and performance standards for ducted and/or ductless systems, depending on which is installed. Standards shall be confirmed with building permit review and final inspection for certificate of occupancy for each unit.

5.11. Establishment of Homeowners Association

Developer will establish a Homeowners Association (HOA) for the management and upkeep of the Property. The HOA will be empowered to manage and enforce policies as determined in documents of incorporation. These documents shall include but not be limited to the following:

5.11.1. Length of Stay: no lease or rental agreement shall be permitted for a period of less than 30 days.

5.11.2. Longer Term Rentals

Long-term rentals are defined as lease agreements with a duration of one year or longer. All prospective tenants must submit a clean background check to the HOA for approval prior to finalizing a rental agreement.

5.11.2.1 No unit shall have more than one lease. "Renting by the room" shall be prohibited.

5.11.2.2 Any direct or indirect sublease, assignment, transfer, or other obligation of a tenant shall be prohibited.

5.11.2.3 All lease or rental agreements shall include an eviction addendum. In the event a tenant violates the lease or rental agreement or eviction addendum, or if any violation of the lease or rental agreement or eviction addendum occurs within the tenant's area of control or if the tenant's family, guest, or agent violates the lease or rental agreement, such violation shall constitute a violation of the lease or rental agreement, and the lease or rental agreement may be immediately terminated by the Developer.

5.11.2.4 Developer shall provide annual training to property management for the purposes of managing, operating, and/or maintaining Project.

5.12. Multi-Housing Safety Plan

Developer agrees to consult with the City Police Department and create a safety plan to be approved by the City Police Department prior to a Certificate of Occupancy.

5.13. Permits and Building Fees

Developer agrees and understands that upon the submittal date of any application or permit, the current fees in effect at the time of submittal shall apply.

6. AFFORDABLE HOUSING

6.1. Incentives for Affordable Housing

Developer intends to use affordable housing incentives but is unable to construct the affordable units. Pursuant to Flagstaff Zoning Code Section 10-30.20.030(D), Developer agrees to provide a financial contribution in the amount of the cost of land and the cost of development for the creation of ten (10) Category 1 affordable units, as set forth in Section 6.2 below. In return, the City agrees to allow Developer to use up to three affordable housing incentives. Developer intends to use one affordable housing incentives for this development: a 35% reduction in the preservation of forest resources pursuant to Table 10-30.20.040.B. Developer remains eligible to use two additional incentive.

6.2. Calculation of Affordable Housing Contribution

Using the "Construction Cost Method", developer has identified, and the City has agreed, to the in-lieu fee set forth as follows:

Contribution Calculation - Construction Cost Method	
LAND COSTS	
Land Area (1 ac,) [1]	0.83
Avg Land Price $/ac [2]	$153,351.00 / AC
Estimated Land Cost per unit	$127,741.38
CONSTRUCTION COSTS	
Typical Home Size (SF)	1,500 SF
Avg Construction Cost per SF [3]	$179.00 / SF
Estimated Construction cost per unit	$268,500.00
CONTRIBUTION CALCULATION	
Calculated cost per unit	$396,241.38
Sale Price for Affordable Home [4]	$216,000.00
PRICE DIFFERENTIAL	**$180,241.38**
Proposed No. Lot/Unit Credit	10
TOTAL CONTRIBUTION	**$1,802,413.83**

1) Assumes a density of 14 units/ac per allowable maximum density specified for MR use on Table 10-40.30.030.C located in the Flagstaff Zoning Code.
2) Reference for AZ https://www.landsearch.com/properties/flagstaff-az

3) Reference to AZ https://www.homeblue.com/home-building/flagstaff-az-cost-to-build-a-house.htm#:~:text=The%20cost%20to%20build%20a%20house%20in%20Flagstaff%2C,cost%20to%20build%20a%20house%20in%20Flagstaff%2C%20AZ and information provided by City staff.
4) Maximum Home Prices Affordable to 80% Annual Mean Income
2025 AMI for household of 4 people = $79,900
Monthly Payment @ 30% Household Ratio = $1,998 ($79,900 * 30% / 12)
Maximum Affordable Home Price = $216,000
ref: https://www.nerdwallet.com/mortgages/mortgage-calculator/arizona

6.3. Contribution Payment Structure

The City and Developer agree that the payment of the affordable housing contribution will occur as follows:

6.3.1. Developer shall provide an initial contribution in the amount of four hundred thousand dollars ($400,000) divided across each of the first forty (40) units constructed, or ten thousand dollars ($10,000) per unit and a subsequent fee of one million four hundred two thousand four hundred thirteen dollars and eighty-three cents ($1,402,413.83), divided across each of the remaining 43 units constructed or thirty-two thousand six hundred fourteen dollars and twenty-eight cents ($32,614.28) per unit.

6.3.1.1 The per unit contribution set forth above must be paid by check(s) at the City's front counter, unless Developer is advised otherwise by the City. When Developer determines that substantial completion has been reached on a unit, Developer will contact the building inspector to initiate the Certificate of Occupancy router. Immediately following Developer's initiation of the Certificate of Occupancy router, Developer must contact the City's Housing Planning Manager to pay the contribution for the unit(s). Although the Certificate of Occupancy router typically takes 14 calendar days, the City is agreeing to accept this payment outside of a standard City process at Developer's request and, therefore, Developer is urged to communicate early with the City's Housing Planning Manager to prevent delay in the processing of the Certificate of Occupancy router for the unit(s). No temporary or final Certificate of Occupancy will be issued until the unit contribution has been paid for all units subject to the router, regardless of the status of final inspections for those units.

6.3.1.2 Nothing within this section alters any City requirement for certificate of occupancy.

7. DEFAULT; REMEDIES

7.1. Events Constituting Default

A party hereunder shall be deemed to be in default under this Agreement if such party breaches any obligation required to be performed by the respective party hereunder within any time period required for such performance and such breach or default continues for a period of thirty (30) days after written notice thereof from the party not in default hereunder; provided, however, that if the nature of the default is such that it cannot reasonably be cured within the 30-day period, no default shall be deemed to exist if the party failing to perform commences a cure within such 30-day period and thereafter diligently and expeditiously pursues such cure to completion within sixty (60) days.

7.2. Dispute Resolution

In the event that there is a dispute hereunder which the Parties cannot resolve between themselves, the Parties agree that there shall be a forty-five (45) day moratorium on litigation during which time the Parties agree to attempt to settle the dispute by nonbinding mediation before the commencement of litigation. The mediations shall be held under the commercial mediation rules of the American Arbitration Association. The mediator selected shall have at least five (5) years' experience in mediating or arbitrating disputes relating to commercial property development. The costs of any such mediation shall be divided equally between the City and the Developer or in such other fashion as the mediator may order. The results of the mediation shall be nonbinding on the Parties and any party shall be free to initiate litigation upon the conclusion of mediation.

7.3. Developer's Remedies

In the event that the City is in default under this Agreement and fails to cure any such default within the time period required therefore as set forth in Section 7.1 above, then, in that event, in addition to all other legal and equitable remedies which the Developer may have, the Developer may terminate this Agreement by written notice delivered to the City.

7.4. City's Remedies

In the event that the Developer is in default under this Agreement, and the Developer thereafter fails to cure any such default within the time period described in Section 7.1 above, then, in that event, in addition to all other legal and equitable remedies which the City may have, the City may terminate this Agreement by written notice delivered to the Developer.

7.5. Development Rights in the Event of Termination

Upon the termination of this Agreement as provided herein, the Developer shall have no rights to develop the Property pursuant to this Agreement.

7.6. No Personal Liability

No current or former member, manager, officer, director, agent, representative, official, employee, or other natural person of the City or Developer when acting within the scope of their official capacity shall be personally liable:

a) in the event of any default or breach by the City or Developer, as applicable; or
b) for any amount which may become due to the nonbreaching party or its successor or assign; or
c) pursuant to any obligation of the City or Developer, as applicable, under the terms of this Agreement.

7.7. Liability and Indemnification

Developer shall indemnify, protect, defend, and hold harmless the City, its Council members, officers, employees, and agents for, from, and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, including, without limitation, reasonable attorney's fees and costs of defense arising, directly or indirectly, in whole or in part, out of the performance of this Agreement by City or Developer, or nonperformance of this Agreement by the Developer.

8. GENERAL PROVISIONS

8.1. Effective Date and Term

This Agreement shall be effective (the "Effective Date") upon execution by the Parties hereto and recordation in accordance with A.R.S. § 9-500.05 (as amended). The term of this Agreement shall extend from the Effective Date of this Agreement and shall automatically terminate thirty (30) years from such date.

8.2. Notices

All notices and communications provided for herein, or given in connection herewith, shall be validly made if in writing and delivered personally or sent by registered or certified United States Postal Service mail, return receipt requested, postage prepaid to:

To City:	**To Developer:**
City Manager	RODG DT PINE HAVEN
City of Flagstaff	HORIZONTAL, LLC
211 West Aspen Avenue	2121 E 6th Street, Suite 203
Flagstaff, Arizona 86001	Austin, TX 78702

or to such other addresses as either party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective. Notices given by mail

shall be deemed delivered 72 hours following deposit in the United States Postal Service in the manner set forth above.

8.3. Waiver

No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement.

8.4. Headings

The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions of the Agreement.

8.5. Authority

The undersigned represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. The Developer represents and warrants that it is duly formed and validly existing under the laws of the State of Arizona and that it is duly qualified to do business in the State of Arizona and is in good standing under applicable state laws. The Developer and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the party on whose behalf each individual is signing. The Developer represents to the City that by entering into this Agreement, the Developer has bound the Property and all persons and entities having any legal or equitable interest therein to the terms of the Agreement.

8.6. Entire Agreement

This Agreement, including the following exhibits which are incorporated in this Agreement by reference, constitutes the entire agreement between the Parties and supersedes any prior written or oral understandings or agreements between the Parties. This provision applies only to the entirety of this Agreement; additional and separate zoning stipulations and agreements with the City may apply to the Property, and this provision has no effect on them.

Exhibit "A"	***Legal Description of Property***
Exhibit "B"	***Approved Site Plan***
Exhibit "C"	***Project Narrative***
Exhibit "D"	***Water and Sewer Impact Analysis for Pinehaven dated March 10, 2023 (the "WSIA")***

8.7. Amendment

This Agreement may be amended, in whole or in part and with respect to all or any portion of the Property, only with the mutual written consent of the Parties to this Agreement or by their successors in interest or assigns. The City shall record the amendment or cancellation in the official records of the Coconino County Recorder.

8.8. Severability

If any other provision of the Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

8.9. Governing Law

The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. This Agreement has been made and entered into in Coconino County, Arizona, and any lawsuit to dispute or enforce any provision of this Agreement must be brought in Coconino County, Arizona.

8.10. Recordation of Agreement and Subsequent Amendment; Cancellation

The City will record this Agreement, and any amendment or cancellation of it, in the official records of the Coconino County Recorder no later than ten (10) days after the City and the Developer execute the Agreement, amendment, or cancellation, as required by A.R.S. § 9-500.05.

8.11. No Partnership; Third-Party

It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between Developer and the City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.

8.12. Conflict of Interest

Pursuant to Arizona law, rules, and regulations, no member, official, or employee of the City shall have a personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. This Agreement is subject to the cancellation provisions of A.R.S. § 38-511.

8.13. Compliance with All Laws

Developer will comply with all applicable federal, state, and county laws, as well as with all applicable City ordinances, regulations, and policies.

8.14. Successors and Assigns; Restriction on Assignment by Developer

The provisions of this Agreement shall inure to the benefit and be binding upon any successors and assigns of the Parties hereto. Notwithstanding anything contained in the foregoing to the contrary, until completion of construction of the Project, the right of Developer to assign its rights, duties, and obligations under this Agreement shall be limited to the following:

8.14.1. Assignment made by the Developer in connection with obtaining financing and the exercise of lender remedies with respect thereto;

8.14.2. An assignment of all rights and obligations of Developer under this Agreement to a real estate developer reasonably acceptable to and approved by the City; however, if Developer or a current principal of Developer retains an ownership interest and management control in such real estate developer, then, in that event, the City's prior approval shall not be required; or

8.14.3. An assignment by Developer of its rights under this Agreement to a corporation, partnership, joint venture, limited liability company, trust, or other legal entity, which is controlled by, under common control with, or which controls Developer, or which is owned or controlled by a principal of Developer.

8.14.4. With the exception of those instances set forth in Section 8.14.1 and 8.14.3, or if the Developer retains an ownership and management interest as set forth in Section 8.14.2 above, the Developer shall not transfer or assign any part of its rights and/or obligations arising under this Agreement without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned, or delayed. After the completion of construction of the Project, Developer may assign this Agreement to any purchaser without the City's consent (provided that the City is timely notified of such assignment). Notwithstanding anything contained in the foregoing to the contrary, no assignment of this Agreement or any specific rights, obligation, or duties of Developer under this Agreement shall release Developer, its successors, or assigns, from its obligations hereunder, unless specifically agreed to by the City.

8.15. Restriction on Assignment by City

The City shall not transfer or assign all or any part of its rights and obligations under this Agreement without the prior written consent of the Developer, which consent may not be unreasonably withheld, conditioned, or delayed.

8.16. Time of the Essence

Time is of the essence in implementing the terms of this Agreement.

9. WAIVER OF CLAIM FOR DIMINUTION IN VALUE

Developer hereby waives and fully releases any and all financial loss, injury, claims, and causes of action that the Developer may have, now or in the future, for any "diminution in value" and for any "just compensation" under the Private Property Rights Protection Act,

codified in A.R.S §§ 12-1131 through 12-1138 (the "Act"), in connection with the application of the City's existing land use laws and including Ordinance Number 20XX-XX regarding the Property. This waiver constitutes a complete release of any and all claims and causes of action that may arise or may be asserted under the Act with regard to the subject Property. Developer agrees to indemnify, hold harmless, and defend City, its officers, employees, and agents, from any and all claims, causes of actions, demands, losses, and expenses, including attorney's fees and litigation costs, that may be asserted by or may result from any of the present or future owners of any interest in the Property seeking potential compensation, damages, attorney's fees, or costs under the Act that they may have, as a result of the application of the City's existing land use laws, including Ordinance Number 20XX-XX, upon the Property.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

City of Flagstaff

_____
Becky Daggett, Mayor

Attest:

_____
City Clerk

Approved as to form and authority:

_____
City Attorney

RODG DT Pine Haven Horizontal LLC, a(n) Arizona Limited Liability Company.

By:_____

Name:_____

Title:_____

STATE OF ARIZONA)
COUNTY OF _____)

On this ____ day of _____, 20_____, before me a Notary Public, personally appeared _____, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that they executed the same on behalf of **RODG DT PINE HAVEN HORIZONTAL LLC**, an Arizona limited liability company, for the purposes therein contained.

_____
Notary Public

My Commission Expires: _____

City of Flagstaff — Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov
P: (928) 213-2618
F: (928) 213-2609

Date Received	Application for Direct to Ordinance Zoning Map Amendment	File Number

Project Name Pinehaven			
Site Address 2951 Masonic Ln, Flagstaff, AZ 86005	**Parcel Number(s)** 103-26-002-D	**Subdivision & Lot Number**	**Site Acreage** 13.82
Existing Zoning District Rural Residential	**Proposed Zoning District** Medium Density Residential	**Existing Regional Plan Area and Place Type** Suburban Residenital	
Existing Use undeveloped land	**Proposed Use** Residential Multifamily		
Property Information:	☐ Yes ☒ No Located in an existing Local/National Historic District? (Name:_____) ☐ Yes ☒ No Existing structures are over 50 years old at the time of application? ☒ Yes ☐ No Subject property is undeveloped land?		
Type of Zoning Map Amendment (Small, Medium, Large or Multi-Phase) Medium			

Property Owner(s) Thomas Staub - RedOak Development Group	**Phone** 737-717-3097
Mailing Address 2121 E 6th Street, Suite 203, Austin, TX, 78702 **City, State, Zip**	**E-mail** tom@redoakvc.com
Applicant(s) Eric Beals, ViewPoint Engineering, Director of Horizontal Design	**Phone** 737-717-3097
Mailing Address 2121 E 6th Street, Suite 203, Austin, TX, 78702 **City, State, Zip**	**E-mail** ebeals@viewpointengineering.com
Project Representative(s) Kentzie Mosley, ViewPoint Engineering, Project Engineer	**Phone** 940-655-4881
Mailing Address 2121 E 6th Street, Suite 203, Austin, TX, 78702 **City, State, Zip**	**E-mail** kmosley@viewpointengineering.com

Property Owner Signature (required)	Date	Applicant Signature	Date
Eric Beals	2/8/2024	Kentzie K Mosley P.E.	2/8/2024

For City Use

Date Filed:	**File Number(s):**	
P & Z Hearing Date:	**Publication and Posting Date:**	
Council Hearing Date:	**Publication and Posting Date:**	
Fee Receipt Number:	**Amount:**	**Date:**

Action by Planning and Zoning Commission:	Action by City Council:
☐ Approved	☐ Approved
☐ Denied	☐ Denied
☐ Continued	☐ Continued

Staff Assignments	Planning	Engineering	Fire	PW/Water Services	Stormwater


PF
SC
E ZUNI DR
MR
HR
RR
E J W POWELL BLVD

NOTICE OF PUBLIC HEARINGS & DEVELOPMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the Flagstaff Planning and Zoning Commission will hold a Public Hearing on Wednesday, July 23, 2025, at 4:00 p.m. and the Flagstaff City Council will hold a Public Hearing on Tuesday, August 26, 2025, at 3:00 p.m. in City Hall Council Chambers (211 W Aspen Ave). A virtual option will be provided for these meetings. Please see the corresponding agenda for additional information on how to participate virtually. Agendas can be found on the City of Flagstaff website. The public hearing is to consider the following:

A proposed amendment to the official City of Flagstaff zoning map to rezone 13.8 acres from Rural Residential (RR) and Suburban Commercial (SC) zoning with the Resource Protection Overlay (RPO) to Medium Density Residential (MR) zoning with the Resource Protection Overlay (RPO) for the purpose of allowing a multi-family residential development with 83 units.

NOTICE IS HEREBY GIVEN that the Flagstaff City Council will consider a Development Agreement on Tuesday, September 2, 2025 at 3:00 p.m. in City Hall Council Chambers (211 W Aspen Ave). A virtual option will be provided for this meeting.

General Description of the Affected Area:
Approximately 13.8 acres located at 2951 S Masonic Lane City of Flagstaff, Coconino County Assessor's Parcel Number 103-26-002D.

The Council hearing for these items may be continued if the Planning and Zoning Commission has not given a recommendation.

Interested parties may file comments in writing regarding the proposed amendment or may appear and be heard at the hearing dates set forth above. Maps and information regarding the proposed amendment are available at the City of Flagstaff, Planning and Development Services Section, 211 West Aspen Avenue.

PROPOSED ZONING MAP AMENDMENT
From Rural Residential (RR) and Suburban Commercial (SC) to Medium Density Residential (MR) for the purpose of allowing a multi-family development with 83 proposed units

PROPOSED DEVELOPMENT AGREEMENT
Pinehaven Development Agreement intended to facilitate the development of the property



ADDRESS:	**2951 S Masonic Lane**
APN:	103-26-002D
ACRES:	Approximately 13.8 Acres
	City of Flagstaff
	Coconino County

FOR FURTHER INFORMATION, CONTACT

Ben Mejia, Senior Planner
Planning & Development Services
211 West Aspen Avenue
Flagstaff, Arizona 86001
(928) 213-2616
Ben.Mejia@flagstaffaz.gov

Publish: July 5, 2025

ViewPoint Engineering

MAILING ADDRESS
2121 East Sixth Street, Suite 203
Austin, TX 78702
ph: 512.779.9464
www.viewpointengineering.com

July 3, 2024
via First Class Mail

Subject: **Notice of Public Hearings regarding**
Direct to Ordinance Zoning Map Amendment
2951 S Masonic Lane
VPE#: 22004

Dear Neighbor,

This letter is to notify you of the upcoming public hearings for a **Direct to Ordinance Zoning Map Amendment** request by the property owner, **RODG DT Pine Haven Horizontal LLC.** The site is located at **2951 S Masonic Lane**, a 13.8 acre property at the southeast corner of E Zuni Drive and S Lone Tree Road. The parcel is bisected by S Masonic Lane. The request is to rezone the parcel from the Rural Residential (RR) and Suburban Commercial (SC) Zone in the Resource Protection Overlay (RPO) to the Medium Density Residential (MR) Zone in the RPO to construct a multi-family development with 83 dwelling units as well as a clubhouse and public walking/hiking trails. Refer to the attached documents for additional site-specific information.

Any interested parties and/or authorized agents may attend the public hearings so that they be heard and offer comments. The meeting information is as follows:

Planning & Zoning Commission Meeting
- **Date:** .....July 23, 2025
- **Time:**.....4:00 pm
- **Location:**.....City Council Chambers, City Hall, 211 W Aspen Ave.
- Please direct written comments can be emailed to the city at CDPandZCommission@flagstaffaz.gov

City Council Public Hearing #1 – First Reading
- **Date:** .....August 26, 2025
- **Time:**.....3:00 pm
- **Location:**.....City Council Chambers, City Hall, 211 W Aspen Ave.
- Please direct written comments may be submitted to publiccomment@flagstaffaz.gov.

City Council Public Hearing #2 – Second Reading and Consideration of the Development Agreement
- **Date:** .....September 2, 2025
- **Time:**.....3:00 pm
- **Location:**.....City Council Chambers, City Hall, 211 W Aspen Ave.
- Please direct written comments may be submitted to publiccomment@flagstaffaz.gov.

Options for virtual attendance are available on the agenda of each public hearing. Agendas can be found on the City of Flagstaff website.

A complete application will be available for viewing during regular work hours at the Community Development Front Counter in City Hall. For more information about the public hearing, the application, or how to submit public comments, please contact Ben Mejia, Senior Planner with the City of Flagstaff.

Applicant Contact Information:

Contact: ..... **Marc Toth**
Title/Position: ..... **Design Manager**
Organization/Company: ..... **Viewpoint Engineering**
Phone Number: **737.717.3097**
Email Address: ..... **Pinehaven-Zone@viewpointengineering.com**

City Contact Information:

Contact: ..... **Ben Mejia**
Title/Position: ..... **Senior Planner**
Organization/Company: ..... **Current Planning Section; City of Flagstaff**
Phone Number: **928.213.2616**
Email:.....**Ben.Mejia@flagstaffaz.gov**

Thank you for your time, and we hope to see you at the meeting.

Sincerely,
ViewPoint Engineering

By: _____
Luke Caraway, PE, President

Attached: Project Description
Site Information
Location Map
FEMA Map
Zoning Map

cc: Client
File

https://viewpointengineering.sharepoint.com/sites/viewpoint/shared documents/vpls/horiz/22004 flagstaff 14/permitting/city/draft notice to property owners.docx

PROJECT DESCRIPTION

RODG DT Pine Haven Horizontal LLC (RODG) is proposing the development of the property located at 2651 S Masonic LN, a total of 13.82 acres. The project, Pinehaven, formerly Juniper Estates, (SITE) is an 83-unit condominium development with clubhouse. The site is currently zoned as a mix of rural residential (RR) and commercial suburban (SC).

The property in question is further identified parcel number 103-26-002-D. A project location map can be found in the appendix.

PLAN OVERVIEW

The project, Pinehaven, formerly Juniper Estates, (SITE) is an 83-unit condominium residential community. The project site is ±13.82 gross acres with ±5.12 acres developed and a proposed improvement density of 6.18 units per acre. (83 units/13.82 acres = ±6). Additionally, the project will construct a clubhouse, stormwater management basin and other associated infrastructure.

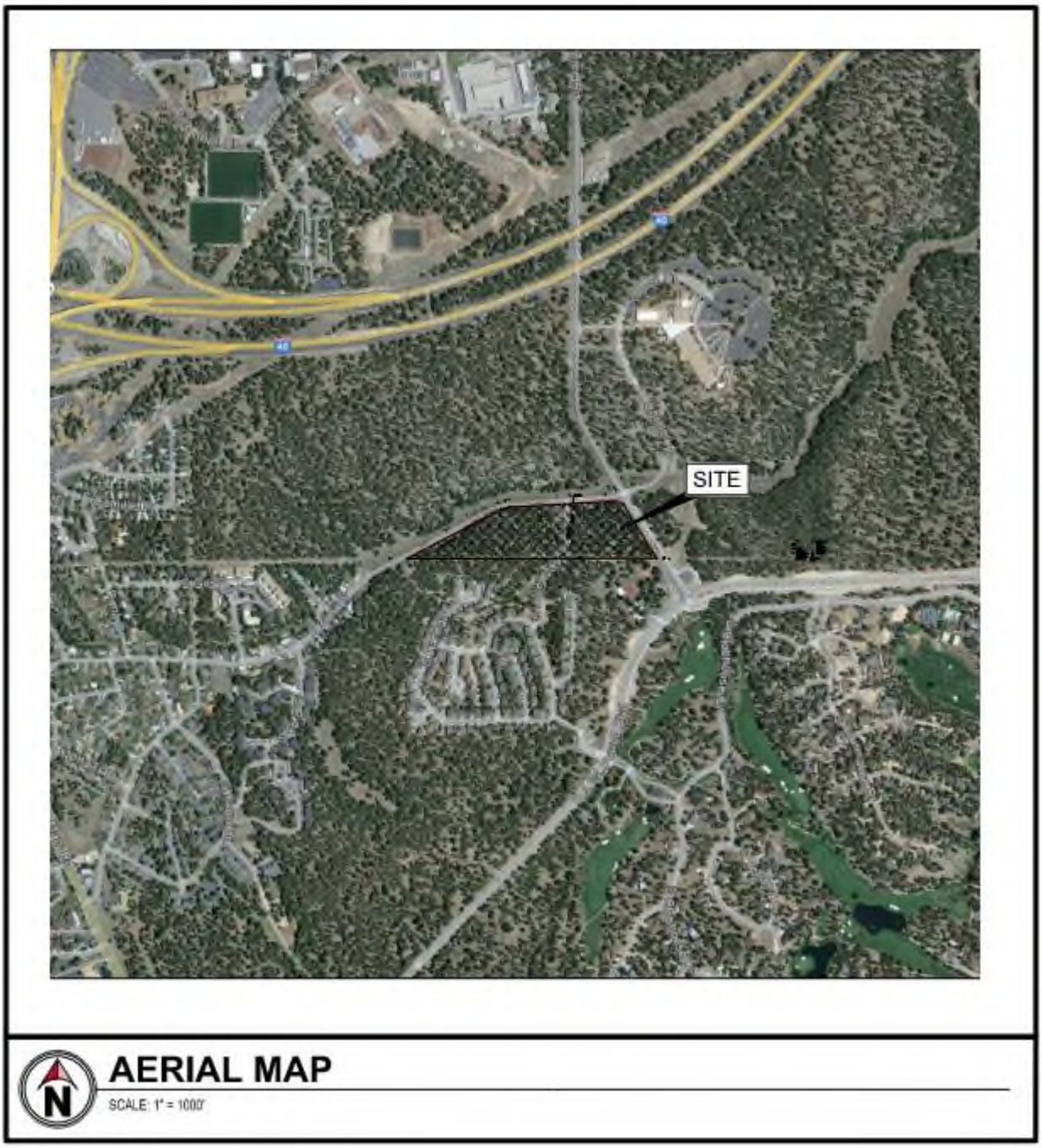
The project site is located on the southwest corner of E Zuni Drive and Lone Tree Road. The Site is bisected by Masonic Lane. To the south of the site is the Pinnacle Pines development consisting of condominium style townhomes. To the west of the site is the National Forest. To the north and the east of the site is vacant undeveloped land that has been purchased by the board of regents for Northern Arizona University.

The SITE will have four (4) access points. Two of the access points will be off Masonic Ln. There will be additional access from Zuni Dr and Lone Tree Rd. These access points will provide access for pedestrians, bicyclists, and motorists.

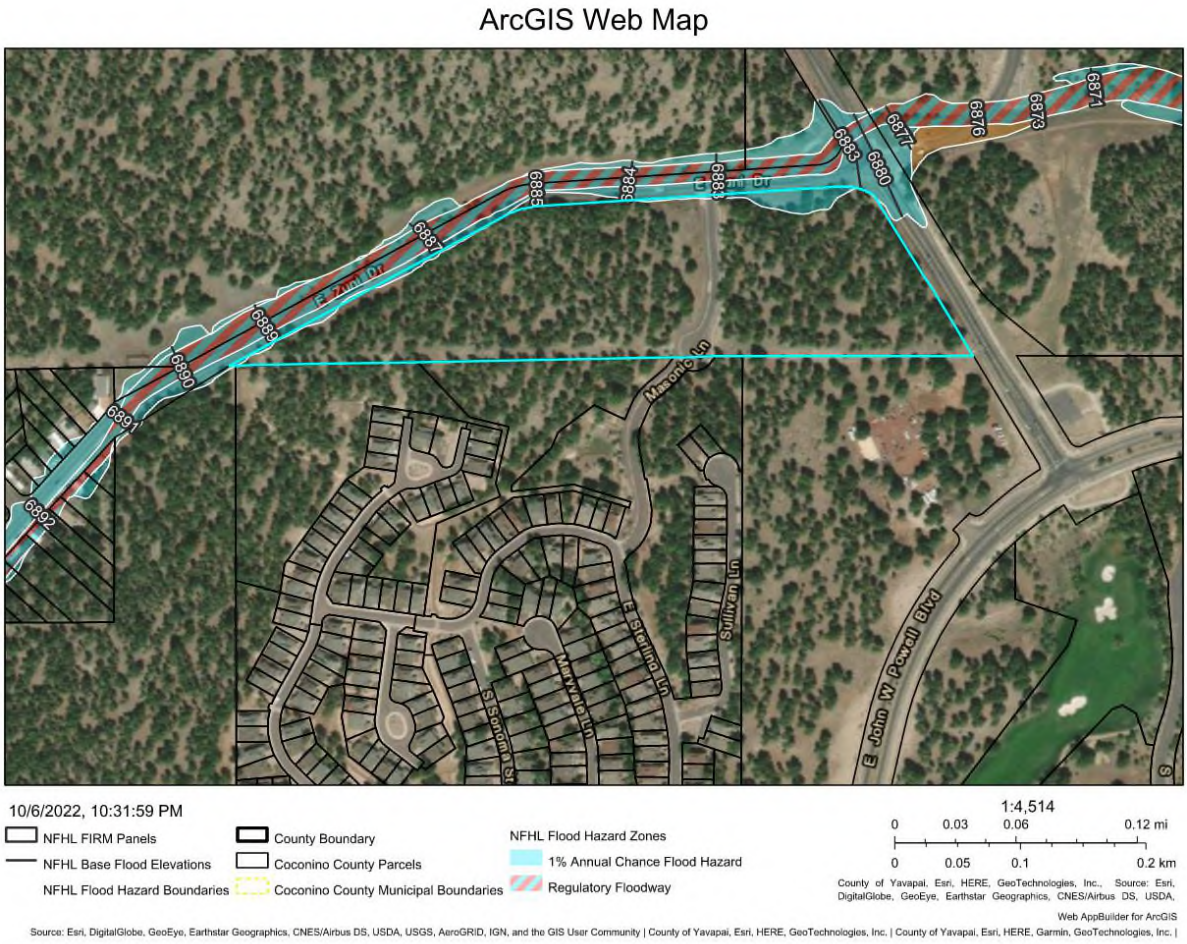
SITE DATA

PLAN REFERENCE		
PLAN TITLE		**ALTA/NSPS LAND TITLE SURVEY**
		DATED: SEPT. 14, 2022
SURVEYOR		ARIZONA SURVEYING INC. 1843 W HEAVENLY CT FLAGSTAFF, AZ 86001 JOB NO: 22-42
OWNER APPLICANT		
NAME		**RODG DT PINE HAVEN HORIZONTAL LLC**
ADDRESS		2121 EAST 6TH STREET, SUITE 203 AUSTIN, TX 78702
PARCEL DATA		
ADDRESS		E. ZUNI DRIVE & S. MASONIC LANE FLAGSTAFF, AZ 86001
TAX MAP NO/ PARCEL ID		APN: 103-26-002D
ZONING DATA		
ZONING DISTRICT	*EXISTING*	*RURAL RESIDENTIAL, SUBURBAN COMMERCIAL* *[RPOZ: RESOURCE PROTECTION OVERLY ZONE]*
	PROPOSED	MEDIUM DENSITY RESIDENTIAL (MR)
USE	*EXISTING*	*UNDEVELOPED*
	PROPOSED	RESIDENTIAL (PERMITTED)
STATEMENT OF INTENT		
THE APPLICANT IS PROPOSING TO DEVELOP THE SUBJECT PARCEL WITH TWO NEW ROADS, TOWNHOUSES AND ASSOCIATED SITE IMPROVEMENTS		

A.1 PROJECT LOCATION MAP



A.2 FLOOD MAP


ArcGIS Web Map
6871
6873
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6883
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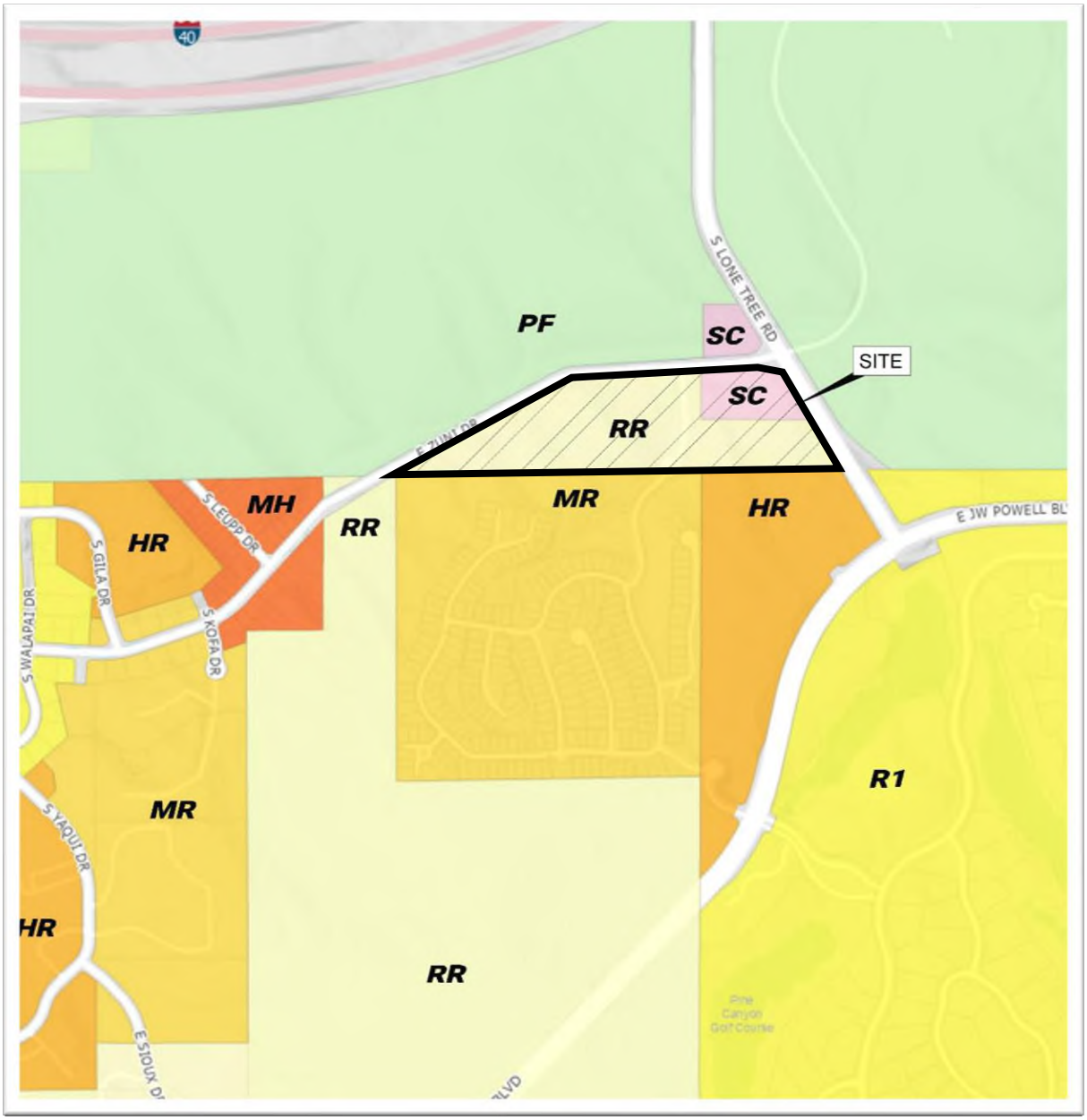
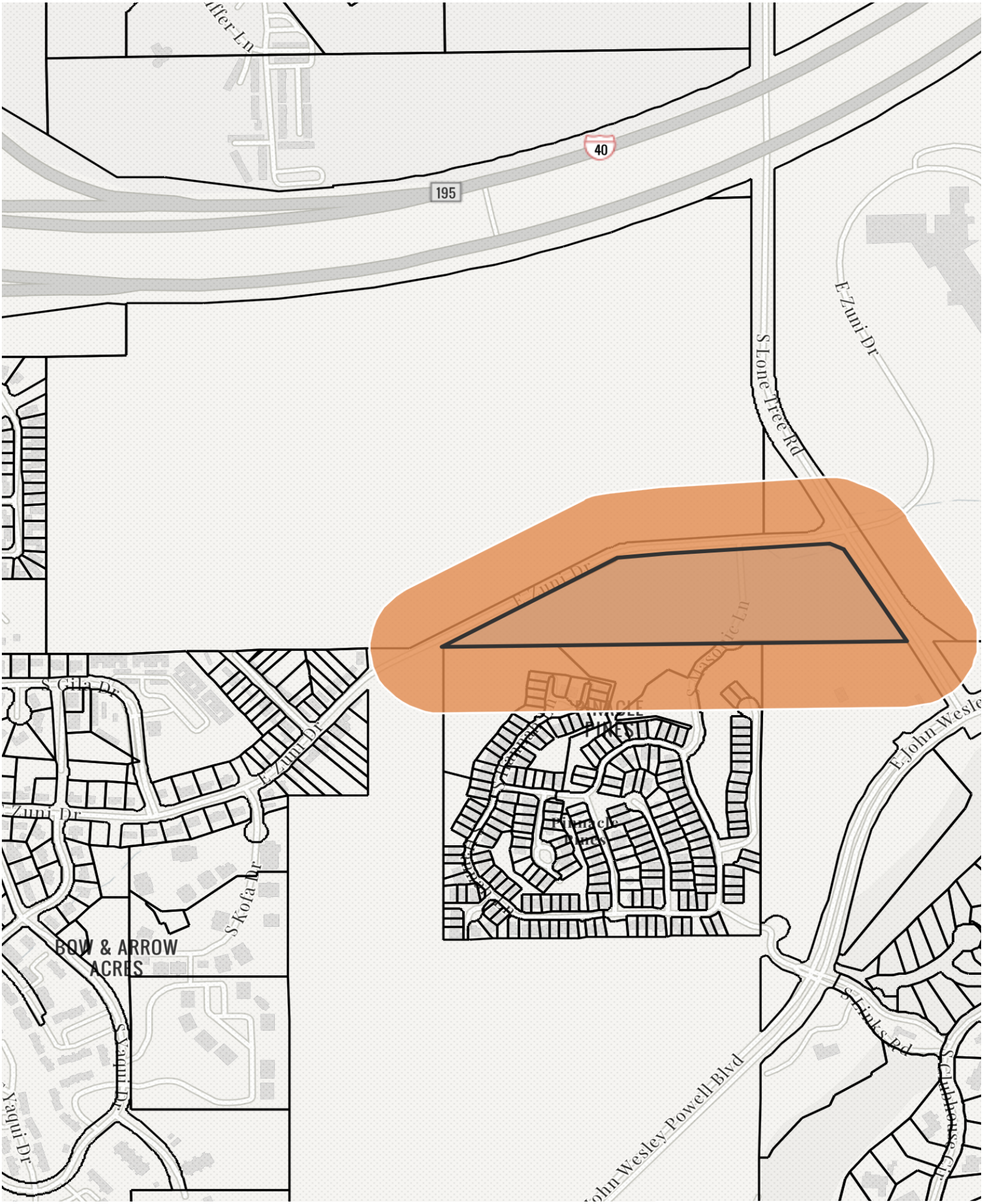
6890
6891
6892
E Zuni Dr
Masonic Dr
E Sterling Ln
Sullivan Ln
Mayan Ln
S Sonoma St
E John W Powell Blvd
10/6/2022, 10:31:59 PM
NFHL FIRM Panels
NFHL Base Flood Elevations
NFHL Flood Hazard Boundaries
County Boundary
Coconino County Parcels
Coconino County Municipal Boundaries
NFHL Flood Hazard Zones
1% Annual Chance Flood Hazard
Regulatory Floodway
1:4,514
0 0.03 0.06 0.12 mi
0 0.05 0.1 0.2 km
County of Yavapai, Esri, HERE, GeoTechnologies, Inc., Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA,
Web AppBuilder for ArcGIS
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community | County of Yavapai, Esri, HERE, GeoTechnologies, Inc. | County of Yavapai, Esri, HERE, Garmin, GeoTechnologies, Inc. |

A.3 ZONING MAP




40
195
E Zumi Dr
S Lone Tree Rd
S Gila Dr
E Zumi Dr
Zumi Dr
S Kofa Dr
BOW & ARROW ACRES
S Yaqui Dr
Yaqui Dr
Pinnacle Pines
E John Wesley Powell Blvd
S Links Rd
S Clubhouse Cir

Contact Type	NAME	ATTN	STREET	CITY	STATE	ZIP
300	Anthony & Kathleen Brau		19550 N Greyhawk Drive No 1120	Scottsdale	AZ	85255
300	Michael & Lisa Vukonich		2030 E Mead Drive	Gilbert	AZ	85298
300	City of Flagstaff		211 W Aspen Avenue	Flagstaff	AZ	86001
300	Nsh Llc		26611 N 150th Street	Scottsdale	AZ	85262
300	Van Der Werf Family Trust		3086 S Hannah Lane	Flagstaff	AZ	86005
300	3109 South Salvestrin Ln Llc		3245 E Donald Drive	Phoenix	AZ	85050
300	Joanne & Richard Glazar		48392 Stillwater Drive	La Quinta	CA	92253
300	Monje John S & Linda K Revocable Trust Agreement		6121 S Four Peaks Place	Chandler	AZ	85249
300	Styskal Jeff J & Emily J Revocable Trust		6819 E Winchcomb Drive	Scottsdale	AZ	85254
300	Lucaire Claudia Revocable Trust		7408 E Onyx Court	Scottsdale	AZ	85258
300	Esmurdoc Revocable Family Trust		8205 Ruby Mountain Way	Las Vegas	NV	89128
300	Towns On Lone Tree Owner LLC		8601 N Scottsdale Road No 335	Scottsdale	AZ	85253
300	Patricia & Brent Thornquist		8923 E Arizona Park Place	Scottsdale	AZ	85260
300	Pinnacle Pines Community Association		PO Box 10000	Prescott	AZ	86304
300	Glenn Gippner		PO Box 1042	Flagstaff	AZ	86002
300	Arizona Board Of Regents For Northern Arizona University		PO Box 4092	Flagstaff	AZ	86011
email	Chris & Claudia Lucaire		3191 S. Marryvale	Flagstaff	AZ	86005
mtg	Michael Morano		3109 S Salvestrin Ln	Flagstaff	AZ	86005
mtg	Irma Sandercock		1005 E Sterling Ln	Flagstaff	AZ	86005
mtg	Steve Worth		1164 E Streling Ln	Flagstaff	AZ	86005
mtg	Patrick Hurley		2800 S Lone Tree Road Coconino College	Flagstaff	AZ	86005
mtg	Claire Wilkinson		3117 S Salvestrin Ln	Flagstaff	AZ	86005
mtg	Sheryl Dawson		3127 S Hannah Ln	Flagstaff	AZ	86005
mtg	Carol Newton		3202 S Sonoma St	Flagstaff	AZ	86005
mtg	L Stone & P Watters		3209 S. Hannah Ln	Flagstaff	AZ	86005
mtg	Bob & Sue James		3225 S Sonoma St	Flagstaff	AZ	86005
mtg	Bruce Ertmann		3279 S Hannah Ln	Flagstaff	AZ	86005
mtg	Xiaoqing Ma		800 E Sterling Ln	Flagstaff	AZ	86005
mtg	Michael Plumer		918 E Sterlin Ln	Flagstaff	AZ	86005
mtg	Kennedy Tania & Vincent Lopez		925 E Sterling Ln	Flagstaff	AZ	86005
mtg	Mary Norton		969 E Sterling Ln	Flagstaff	AZ	86005
mtg2	Dana & Bill Coughlin		1037 E Sterling Ln	Flagstaff	AZ	86005
mtg2	Jason Hale		216 N Humphreys St			
city	Friends of Flagstaff's Future	ATTN: Michelle James	P.O.Box 23462	Flagstaff	AZ	86002
city	Betsy McKellar		330 S Ash Lane	Flagstaff	AZ	86004
city	Flagstaff Lodging, Restaurant & Tourism Association	ATTN: Steve Finch	P.O.Box 30622	Flagstaff	AZ	86003
city	Marilyn Weissman		1055 East Apple Way	Flagstaff	AZ	86001
city	David Carpenter		1109 W Beal Road	Flagstaff	AZ	86001
city	Norther Az Assoc. of Realtors	ATTN: Robb Shedd	1515 East Cedar Avenue, Suite C4	Flagstaff	AZ	86004
city	Maury Herman		3 North Leroux St	Flagstaff	AZ	86001
city	Coconino Co. Community Development	ATTN: Jay Christeman	2500 N Fort Valley Rd, Bldg 1	Flagstaff	AZ	86001
city	Nat White		1120 North Rockridge Road	Flagstaff	AZ	86001
	Charlie Silver		720 West Aspen Ave.	Flagstaff	AZ	86001
	Barry Levitan		19 S San Francisco St	Flagstaff	AZ	86001
	Celia Barotz		3354 N Crest St.	Flagstaff	AZ	86001
	US Navy, Intergovernmental Branch	ATTN: Mary Beth Dreusike	850 Pacific Highway, Bldg1, 5th Fl, Suite 513	San Diego	CA	92101
	Tyler Denham		538 S. Fountaine, Suite 2	Flagstaff	AZ	86001
	AZ Army National Guard, ASAA-FMO	ATTN: Dorenda Coleman	5636 E. McDowell Rd.	Phoenix	AZ	85008
	Coconino Co. Community Development	ATTN: Jess McNeely	2500 N Fort Valley Rd, Bldg 1	Flagstaff	AZ	86001
	Charity Lee, Entitlements Manager		3605 S. Flagstaff Ranch Rd	Flagstaff	AZ	86005
	Adrian Skabelund		819 W. Grand Canyon Ave.	Flagstaff	AZ	86001
	Rachel Bass		3083 W Easterday Lane	Flagstaff	AZ	86001

ARIZONA BOARD OF REGENTS FOR NORTHERN ARIZONA UNIVERSITY
PO BOX 4092
FLAGSTAFF
AZ
86011

VUKONICH MICHAEL W & LISA R
2030 E MEAD DR
GILBERT
AZ
85298

RODG DT PINE HAVEN HORIZONTAL LLC
8512 BESTRIDE
AUSTIN
TX
78744

3109 SOUTH SALVESTRIN LN LLC
3245 E DONALD DR
PHOENIX
AZ
85050

FLAGSTAFF CITY OF
211 W ASPEN AVE
FLAGSTAFF
AZ
86001

PINNACLE PINES COMMUNITY ASSOCIATION
PO BOX 10000
PRESCOTT
AZ
86304

ARIA FRESCA PROPERTIES LLC
10212 N 109TH PL
SCOTTSDALE
AZ
85259

VAN DER WERF FAMILY TRUST DTD 09-18-97
3086 S HANNAH LN
FLAGSTAFF
AZ
86005

GIPPNER GLENN M
PO BOX 1042
FLAGSTAFF
AZ
86002

STYSKAL JEFF J & EMILY J REVOCABLE TRUST DTD 02-15-14
6819 E WINCHCOMB DR
SCOTTSDALE
AZ
85254

LUCAIRE CLAUDIA REVOCABLE TRUST DTD 02-14-07
8513 E WELSH TRAIN
SCOTTSDALE
AZ
85258

GLAZAR JOANNE M & RICHARD C
48392 STILLWATER DR
LA QUINTA
CA
92253

ESMURDOC REVOCABLE FAMILY TRUST DTD 07-11-14
8205 RUBY MOUNTAIN WAY
LAS VEGAS
NV
89128

BRAU ANTHONY & KATHLEEN
19550 N GREYHAWK DR NO 1120
SCOTTSDALE
AZ
85255

SIRAGUSA FAMILY REVOCABLE TRUST DTD 09-09-98
4761 E MARSTON DR
PARADISE VALLEY
AZ
85253

THORNQUIST PATRICIA & BRENT
19700 N 76TH ST NO 1065
SCOTTSDALE
AZ
85255

MONJE JOHN S & LINDA K REVOCABLE TRUST AGREEMENT
6121 S FOUR PEAKS PL
CHANDLER
AZ
85249

TOWNS ON LONE TREE OWNER LLC
8601 N SCOTTSDALE RD NO 335
SCOTTSDALE
AZ
85253

Neighborhood Meeting Certification

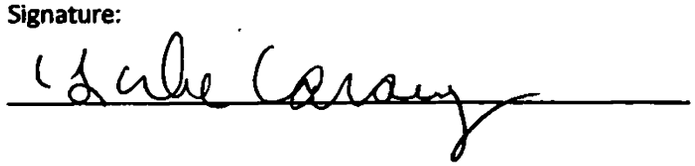
I, LUKE CARAWAY, the authorized representative of REDOAK DEVELOPMENT GROUP, do hereby attest that the neighborhood meeting for Project No. PZ-22-00109-04 was noticed and conducted in compliance with Section 10-20.30.060 of the City of Flagstaff Zoning Code and included the following:

- ☐ A Citizen Participation Plan, prepared in accordance with Section 10-20.30.030.C of the City of Flagstaff Zoning Code, was submitted to the City of Flagstaff on 12/23/25 and accepted by the City of Flagstaff on 2/7/25.
- ☐ A list of property owners within 300 feet of the subject property boundaries was prepared and submitted to the City of Flagstaff as part of the Citizen Participation Plan.
- ☐ Notices of the neighborhood meeting were sent via first class mail on 10/4/24 & 11/1/24 to all property owners within 300 feet of the subject property boundaries, to all tenants residing on the subject property, to all Homeowners Associations (HOAs) within 1,000 feet of the subject property, and all persons or groups whose names are listed on the Registry of Persons and Groups.
- ☐ A total of 2 neighborhood meeting notification sign(s) were installed on 10/2/24 & 11/5/24 at the following location(s):
  - Corner of Lone Tree Road and East Zuni Drive
  - _____
  - _____
- ☐ A written summary of the meetings, known as a Citizen Participation Report, was submitted to the City of Flagstaff on 12/23/25.
- ☐ Copies of the Citizen Participation Report were sent via first class mail on 7/11/25 to all persons who recorded their names on the neighborhood meeting sign-in sheet.

Authorized Representative of the Applicant:

LUKE CARAWAY

Signature:



Affidavit of Notifications to Affected Property Owners

Case Number: PZ-22-00109-04

Project Name: PINEHAVEN (formerly Juniper Estates)

Applicant Name: Red Oak Development Group

Location: 2951 S Masonic Lane

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statute requirements, the applicant for public hearings in the City of Flagstaff shall notify affected property owners as prescribed by Section 10-20.30.080 of the City of Flagstaff Zoning Code. **It shall be the responsibility of the applicant to establish a list of the names and addresses of persons who require notification of a public hearing as established in Sections 10-20.30.060.A, 10-20.30.060.B, and 10-20.30.060.C of the Zoning Code, and mail a notice of required public hearing via first class mail to each of the persons on the list referenced above no later than 15 days prior to the public hearing date. It shall also be the responsibility of the applicant to submit a notarized copy of the mailing list to the Planning Director prior to the fifteenth day before the public hearing date.**

I confirm that the public hearing notifications were mailed as detailed in Section 10-20.30.080 of the City of Flagstaff Zoning Code at least fifteen (15) days prior to the public hearing.

Applicant's/Representative's Signature: Luke Conroy

SUBSCRIBED AND SWORN before me this 11th day of July, 2025 by:

Notary Public

KATHERINE TIERNAN RHOTEN
Notary Public, State of Texas
Comm. Expires 04-21-2027
Notary ID 134319370

My Commission Expires:

4/21/27

Affidavit of Sign Posting

Case Number: PZ-22-00109-04

Project Name: PINEHAVEN (formerly Juniper Estates)

Applicant Name: Red Oak Development Group

Location: 2951 S Masonic Lane

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statute requirements, the applicant for public hearings in the City of Flagstaff shall post signs as prescribed by Section 10-20.30.080 of the City of Flagstaff Zoning Code. **It shall be the responsibility of the applicant to erect and to maintain the sign on the subject property 15 days prior to the hearing and to update the hearing information on the sign until final disposition of the case. It shall also be the responsibility of the applicant to remove the sign within seven (7) days after the final disposition of the case.**

I confirm that the site has been posted as detailed in Section 10-20.30.080 of the Zoning Code as well as the Public Hearing Notice Sign Specifications included in this application for the case above, and that the site was posted at least fifteen (15) days prior to the public hearing.

See attached date stamped photo exhibit of posted signs.

Applicant's/Representative's Signature: Gabe Conaway

SUBSCRIBED AND SWORN before me this 10th day of July, 2025 by:

Notary Public

4/21/27
My Commission Expires:

KATHERINE TIERNAN RHOTEN
Notary Public, State of Texas
Comm. Expires 04-21-2027
Notary ID 134319370

Owner Certification Acknowledging Receipt

of Notice of Right to Appeal Exactions and Dedications

I hereby certify that I am the owner of property located at:

2951 S Masonic Lane

(address of development approval or City required improvements and dedications)

and hereby certify that I have received a notice that explains my right to appeal all exactions and/or dedications required by the City of Flagstaff as part of my property development on the parcel listed in the above address.

Signature of Property Owner

7/10/25

Date


Jul 8, 2025 at 8:45:57 AM
794–798 E Zuni Dr
Flagstaff AZ 86001
United States
ViewPoint Engineering
MAILING ADDRESS
2121 East Sixth Street, Suite 203
Austin, TX 78702
ph: 512.779.9464
www.viewpointengineering.com
City of Flagstaff
PUBLIC HEARING
PLANNING & ZONING COMMISSION: Wednesday, July 23, 2025 at 4pm
CITY COUNCIL (1st Read): Tuesday, August 26, 2025 at 3pm
CITY COUNCIL (2nd Read/Development Agreement): Tuesday, September 2, 2025 at 3pm
LOCATION OF HEARINGS: City Council Chambers, City Hall
211 W Aspen Ave., Flagstaff AZ 86001
REQUEST: Direct to Ordinance Zoning Map Amendment to rezone from Rural Residential (RR) and Suburban Commercial (SC) to Medium Density Residential (MR)
PROPOSAL: Multi-Family Development for 83 dwelling units
SITE LOCATION: 2951 S Masonic Lane
SIZE: 13.82 ac
CASE #: PZ-22-00109-04
Applicant Contact: Marc Toth, Viewpoint Engineering
Phone Number: 737.717.3097
Email Address: Pinehaven-Zone@viewpointengineering.com
Flagstaff Planning & Development Services Division Contact: Ben Mejia, Senior Planner
Phone: 928.213.2616
Email: bmejia@flagstaffaz.gov

PROJECT NARRATIVE

November 2023

Revised: July 2025

Pinehaven – Condominium Development
(formerly Juniper Estates)

2951 S Masonic Lane
Flagstaff, AZ 86005

Prepared for
RODG DT Pine Haven Horizontal LLC
2121 East 6th Street, Suite 203
Austin, Texas 78702

Prepared By:
ViewPoint Engineering
2121 East 6TH Street, Suite 203
Austin, TX 78702
VPE Project No: **22004**

Will Buzzelli, P.E.

ViewPoint Engineering

Table of Contents

1.0 Project Description 2
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2.2 Zoning Map Amendment 2
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3.0 Regional Plan Analysis 5
3.1 Natural Environment 6
3.2 Built Environment 14
3.3 Human Environment 18
3.4 Pedestrian Connectivity 20
3.5 Materials Management Plan 21

APPENDIX A: Supporting Documents
A.1 Project Location Map
A.2 Flood Map
A.3 Zoning Map

1.0 PROJECT DESCRIPTION

Red Oak Development Group, LLC (RODG) is proposing the development of the property located at 2651 S Masonic Lane. a total of 13.44 acres (per ALTA survey). The project, Pinehaven, formerly Juniper Estates, (SITE) is an 83-unit condominium development with clubhouse. The site is currently zoned as a mix of rural residential (RR) and suburban commercial (SC).

The property in question, further identified parcel number 103-26-002-D. A project location map can be found in the appendix.

2.0 DEVELOPMENT DETAILS

2.1 PLAN OVERVIEW

The project, Pinehaven, formerly Juniper Estates, (SITE) is an 83-unit condominium residential community. The project site is 13.44 gross acres with ~5.1 acres developed and a proposed improvement density of 6.2 units per acre. Additionally, the project will construct a clubhouse, stormwater management basin and other associated infrastructure.

The project site is located on the southwest corner of E Zuni Drive and Lone Tree Road. Masonic Lane bisects the Site. To the south of the site is the Pinnacle Pines development consisting of condominium style townhomes. To the west of the site is the National Forest. To the north and the east of the site is vacant undeveloped land that has been purchased by the board of regents for Northern Arizona University.

The SITE will have four (4) access points. Two of the access points will be off Masonic Lane. There will be additional access from Zuni Dr and Lone Tree Rd. These access points will provide access for pedestrians, bicyclists, and motorists.

2.2 ZONING MAP AMENDMENT

Developing the property as proposed requires an amendment to the zoning map. The site is currently zoned as a mix of rural residential (RR) and suburban commercial (SC). The applicant is proposing to rezone this area to medium density residential (MR). The project meets the characteristics of the Suburban Neighborhood area-place type and conforms to the goals and policies of the Flagstaff Regional Plan 2030 and additionally meets the requirements for findings for zoning map amendments (§10-20.50.040.F.a) according to the following:

1) Consistent with the Goals of the General Plan: The proposed zoning is consistent with the zoning of the adjacent parcels and the general zoning of the surrounding area (see zoning map in appendix) and therefore meets the goals of the General Plan.

2) Not Detrimental to the Public Interest: The site proposes to meet or exceed the City regulations for stormwater management which will reduce runoff and any flooding present near the site or downstream. Additionally, the site proposes improvements to roadways and the implementation of public transit structures. Finally, the project proposes the construction of a trail system throughout the site for public recreation.

3) Site Suitability: The project site fronts along two major rights-of-way and is therefore able to take advantage of existing infrastructure and City services. Additionally, the project has been designed to address City requirements for all appropriate regulations including but not limited to storm drainage, solid waste collection as well as wastewater disposal.

2.3 HOUSING

The project follows the guidelines set forth in The City of Flagstaff's 10-year Housing Plan. The project is proposing a housing contribution to the city for the equivalent of 10 affordable units (~12.0%). The site will consist of three types of housing. The table below summaries the unit count and the square footage per unit.

Table 1: Building Type Summary

BUILDING SUMMARY						
BUILDING MODEL	**UNIT TYPE**	**Qty**	**FLOORS**	**TOTAL FLOOR AREA (SF)**	**BEDROOMS**	**BUILDING NUMBER**
PONDEROSA	INTERIOR UNIT	32	3	2,226	3	10, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21, 24, 26, 28, 29
	END UNIT	30	3	2,250	3	
ASPEN	INTERIOR UNIT	9	3	2,180	2	12, 23, 25, 27
	END UNIT	8	3	2,231	3	
JUNIPER	INTERIOR UNIT	2	2	1,565	3	22
	END UNIT [ACCESSIBLE]	2	2	1,585	4	
	TOTAL	**83**				
CLUBHOUSE			2	5,100	N/A	N/A

PARKING / BICYCLE PARKING: In conjunction with the housing incentive the project is entitled to utilize a parking reduction incentive for the site based upon a Category 1 designation. This incentive would have allowed for a reduction of 23 spaces from the total requirement. However, to address concerns from the community, the incentive will not be taken. See the table below for a breakdown of the required parking, incentives taken, and parking provided on the proposed site.

Table 2: Parking / Bicycle Parking Requirements

PARKING REQUIREMENTS			
REQUIRED PARKING CALCULATION			
USE	**REQUIREMENT [1]**	**PARKING REQUIRED**	
		UNITS	**PARKING**
SINGLE FAMILY (ATTACHED)			
STANDARD UNITS (2 - 3 BEDROOMS)	2.00 SPACES PER UNIT	81	162.00
STANDARD UNITS (4 BEDROOMS)	2.50 SPACES PER UNIT	2	5.00
GUEST PARKING	0.25 SPACES PER UNIT	83	20.75
TOTAL PARKING REQUIRED		TOTAL	187.75
		USE	188
PARKING PROVIDED			
GARAGE SPACE (1 PER UNIT, EXCL ADA UNITS)		81	
DRIVEWAY SPACE		83	
ADDITIONAL SPACES		22	
ADA SITE SPACES		3	
TOTAL PARKING PROVIDED		**189**	
REQUIRED BICYCLE PARKING			
5% OF TOTAL REQUIRED PARKING SPACES		188	9.4
TOTAL BICYCLE PARKING REQUIRED		USE	10
BICYCLE PARKING PROVIDED			**12**
1) PER TABLE 10-50.80.040.A			
2) THE PROJECT WILL PROVIDE AN AFFORDABLE HOUSING CONTRIBUTION TO THE CITY FOR THE EQUIVALENT OF 10 SITE UNITS.			

PARKING REDUCTION CALCULATION (NOT TAKEN)			
DESCRIPTION	**REQUIREMENT [1]**	**QTY**	**REDUICTION**
AFFORDABLE TYPE UNITS **[2]**	-0.5 SPACES PER UNIT (2 - 1.5 REQ FOR AFFORDABLE HOUSING)	10	5.0
BUS STOP	10% REDUCTION	188	18.8
TOTAL ALLOWED PARKING REDUCTION		TOTAL	23.80
		USE	23
1) PER TABLE 10-50.80.040.A			
2) THE PROJECT WILL PROVIDE AN AFFORDABLE HOUSING CONTRIBUTION TO THE CITY FOR THE EQUIVALENT OF 10 SITE UNITS.			

3.0 REGIONAL PLAN ANALYSIS

The City of Flagstaff has provided a vision and list of goals for the future development of the region. The following analysis shall demonstrate the project's compliance with the goals of the City's Regional Plan 2030. The analysis has been developed based upon the overall issues identified; Natural Environment, Built Environment; and Human Environment. While the accomplishment of every goal defined would be ideal, it is not always possible. The goals and policies of the regional plan have been analyzed for this project. Not all of the plan initiatives are pertinent to this project. Additionally, the implementation of pertinent goals/policies may not be viable as some of these goals overlap with others which create an either/or situation. Therefore, the analysis below provides only those goals/policies for which the project is compliant. All others have been omitted for clarity.

The proposed project best fits with the Suburban Neighborhood area type. In accordance with the plan the project characteristics are as follows:

- Block Size: The project proposes private driveways; however, these drives function similarly to roadways and provide connectivity between Zuni and Masonic and Masonic and Lone Tree. The proposed layout provides for a well-organized structure integrating with the surrounding roadway network in lieu of creating dead-end cul-de-sacs and allows for direct pedestrian and bicycle connections to established networks.
- Density: The project has been designed with a residential density of 6.18 units / acre which meets the area-type target range of 2-13 units / acre and is further at the target of 6 units /acre for the pedestrian shed.
- Residential: The project consists of a townhome-style development on the outskirts of Flagstaff proper. The development has been designed in such a way to cluster improvements and maximize the preservation of the wooded areas. These wooded areas have been provided with walking trails which are connected to the nearby FUTS trail system (Bow & Arrow Trail). Further the project proposes the installation of a bus stop on Zuni Drive for Route 04 & 14 buses. In addition to providing public transit for the proposed community, it will improve access for the Pinnacle Pines and LoneTree communities.
- Parks/Open Space /Public Space: The project open space provides a network of trails for passive recreation. While not directly connected, the project area is in close proximity to the FUTS trail network.
- Conservation: (Refer to Section 3.1 below) The project has developed a site plan to minimize the disturbance of site natural resources; more specifically protections to forest/woodlands and steep slopes

The analysis that follows shall use the characteristics of this area-type in determining compliance with the Regional Plan. The following are the characteristics of this area-type

3.1 NATURAL ENVIRONMENT

Environmental Planning & Conservations (Chapter IV): Flagstaff is rich with natural resources and goals are established to protect or improve them. Upon review of the project area, the following natural resources were identified on site. The site is predominantly forested, so overlaps the other resources.

- **Wild Life Linkages:** As shown on the image below, the project preserves open space along the southern boundary line. This area will preserve a link/path to wildlife areas to the north.
- **Limestone Soils:** Development has been clustered around the existing roadways and avoids the soils present on the property.
- **Trees >20":** As shown, the identifies tree areas have been avoided.
    - **Forested areas:** While not indicated on the image below, the property contains additional forested areas (refer to plans in the appendix) and as such the smaller contiguous disturbance area preserves these areas as well

Figure 1: Excerpt from Map 7 Significant Natural Resources

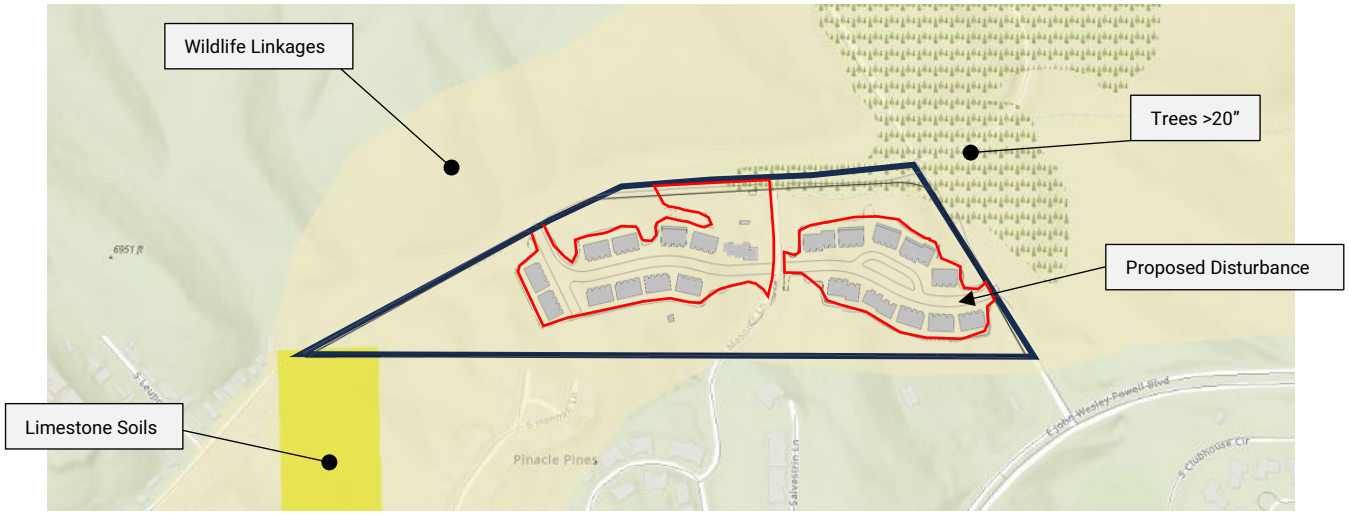
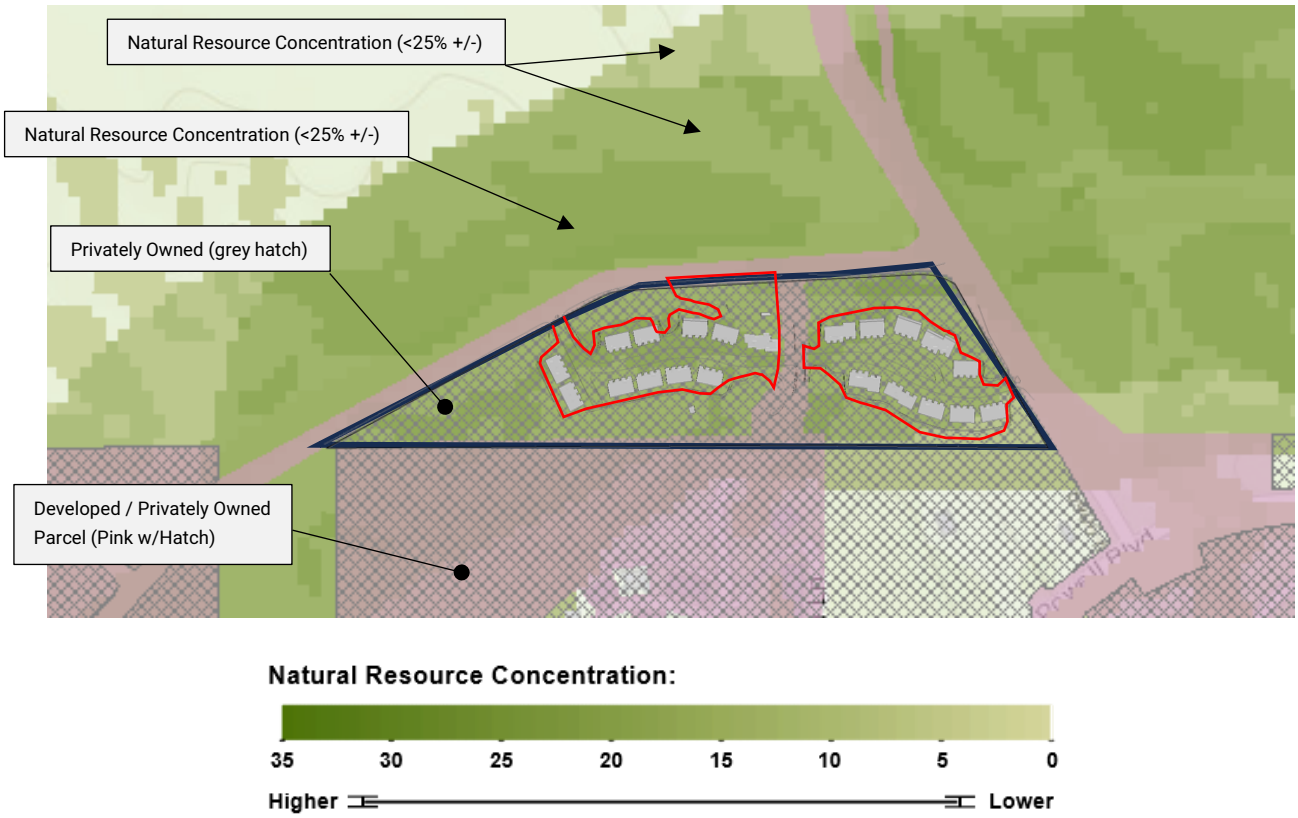


Figure 2: Excerpt from Map 8 Concentration of Natural Resources



- **Concentration of Natural Resources:** As indicated with the green areas on the image above, the project site contains varying concentrations of natural resources. The site contains steep slopes up to and greater than 35% as well as forested areas as indicated above in addition to floodplain areas. The project has been developed to minimize these disturbances by clustering the development into a tight footprint. The natural resources are mor specifically described below. An analysis of the site topography has been performed and is contained on sheets C201 and C202 of the plan set. The table below provides a breakdown of the respective areas.

    - **Steep Slopes:** The site contains steep slopes up to and greater than 35%. An analysis of the site topography has been performed and is contained on sheets C201 and C202 of the plan set. The table provides a breakdown of the respective areas.

    - **Floodplain:** The Site resides in two different flood zones. Most of the project site is contained in flood zone X, the area of minimal flood zone hazard. The northeast corner of the site is in the AE flood zone. Within the AE flood zone there will be no dwelling development (See appendix).

With a Category 1 project designation, in accordance with Table 10-30.20.040B, a resource reduction of 35% has been applied to the forest protection requirements indicated. The resulting reduction adjusted the required resource protection from 50% to 32.5% [50% x (1-35%)]. The proposed resource protection plan can be seen on the table below.

Table 3: Resource Protection Summary

RESOURCE PROTECTION LAND									
RESOURCE	TOTAL RESOURCE PROTECTION LAND (SF)	AREA IN A MORE RESTRICTIVE RESOURCE (SF)	NET RESOURCE PROTECTION AREA (SF)	REQ. RESOURCE PROTECTION (%)	ADJUSTED REQ. RESOURCE PROTECTION [2] (%)	ALLOWED DISTURBANCE AREA (SF)	PROPOPSED DISTURBANCE (SF / %)		PROPOSED PROTECTION (%)
FLOODPLAIN	147,602	0	147,602	100%	100%	0	0	0.0%	100.0%
STEEP SLOPES									
>35%	13,072	1,012	12,060	100%	100%	0	0	0.0%	100.0%
25% - 34.99%	56,355	0	56,355	80%	80%	11,271	9,948	17.7%	82.3%
17% - 24.99%	134,233	0	134,233	70%	70%	40,270	34,468	25.7%	74.3%
FOREST	423,852	154,857	268,995	50%	32.5% [2]	181,572	178,535	66.4%	33.6%
1) VALUES PROVIDED IN THE TABLE ARE MEASURED WITHIN THE TITLE BOUNDARY ONLY. IMPROVEMENTS REQUIRED WITHIN ROAD RIGHTS-OF-WAY HAVE BEEN EXCLUDED.									
2) AFFORDABLE HOUSING REDUCTION: THE PROJECT IS PROPOSING A HOUSING CONTRIBUTION FOR THE EQUIVALENT OF 10 AFFORDABLE UNITS OUT OF 83 TOTAL UNITS (10 / 83 = 12.04 %). THE PROJECT IS A CATEGORY 1 PROJECT, THEREFORE IN ACCORDANCE WITH TABLE 10-30.20.040.B, A RESOURCE REDUCTION OF 35% HAS BEEN APPLIED TO THE PROTECTION REQUIREMENTS INDICATED. [50% x (1 - 35%)]									

These goals were also critical in the development of site design. The project implements these goals as follows:

- **Air Quality.** To promote improved air quality in the city, the project will implement various methods during the construction process.

Policy E&C.1.3. Encourage strategies and partnerships to mitigate dust.

During construction, where possible, construction vehicles will be prevented from idling to reduce exhaust. Further the project has minimized construction disturbance areas and forest/tree removal. The preservation of forested areas will improve air quality for the new homes.

- **Climate Change:** As climate change is caused by many factors the cumulative impacts of proposed improvements will aid in mitigating the projects' effect.

Policy E&C.2.2. Promote investments that create a connected and efficient community, decrease emissions from transportation and building energy, and strengthen climate resiliency.

The project will be providing each unit with EV hookup ability within the garage or on the exterior of the dwelling for units without garages. Additionally, an external EV charging space adjacent to the clubhouse as well as within the central parking area of Phase 2. Additionally, the project is proposing the construction of a bus stop on Zuni Drive encouraging use of public transportation. Finally, the

project will be providing a dedicated bicycle lane along Zuni Drive improving connectivity of alternative vehicular pathways.

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

The project proposes preserving forested areas as well as the implementation of shade trees with help to reduce the localized temperatures. The project also proposes forest maintenance measures to be implemented as part of this initial construction and periodically as part of site maintenance.

Additionally, the project will implement a slow-release stormwater management basin in the project. The basin will retain stormwater runoff onsite and encourage evaporation in lieu of direct runoff into the waterways providing improvements to the overall watershed.

- **Dark Skies:** In accordance with city requirements, the project (located in Zone 2) will implement appropriate Dark Skies requirements.

Policy E&C.5.2. Encourage and incentivize voluntary reduction of "exempt" lighting that degrades night sky visibility, and work to prevent light trespass whenever possible in both public and private areas.

As a community dedicated to preserving Flagstaff's renowned dark skies, Pinehaven will proactively implement lighting restrictions to minimize light pollution (i.e. the project will provide doors and windows with low-E ratings and film applications to reduce light trespass). HOA regulations will limit excessive outdoor lighting, including security lights and seasonal decorations, ensuring that residents enjoy the breathtaking night sky while maintaining neighborhood aesthetics. Compliance with these guidelines will not only protect the environment but also enhance property values and the overall ambiance of the community.

- **Ecosystem Health:** The project site is located in proximity to an intermittent stream and stormwater runoff from the site will have a direct impact on the health of the ecosystem.

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

The HOA will provide information packets to homeowners at initial purchase and as well as any change in ownership. Further, informational packets will be provided in the clubhouse, as available, of the city's/community's of local resources and programs.

Policy E&C.6.7. Use best practices to control the spread of exotic and invasive plants, weeds, and animals, and eradicate where possible.

As part of the construction project and periodically thereafter, the HOA will perform forest maintenance as needed. This maintenance will include, but not be limited to, the removal of invasive species and cleanup of the forest floor.

Policy E&C.6.8. Disturbed areas for improvements and landscaping for new developments shall emphasize the use of native, drought-tolerant or edible species appropriate to the area

The project landscape plans have been developed utilizing native species plants throughout the site.

- **Environmentally Sensitive Lands:** The project site contains the natural resources/sensitive lands below. The site-specific resources can be found in Table 3 above.

Policy E&C.7.1. Design development proposals and other land management activities to minimize the alteration of natural landforms and maximize conservation of distinctive natural features.

Policy LU.3.3. Protect sensitive cultural and environmental resources with appropriate land uses and buffers.

The design of the project avoided these areas as much as feasible. One strategy employed was to use the sites underlying rock structure. In lieu of providing gentler slopes to taper out construction, the project will utilize the rock to create more natural rock walls. The implementation of these walls allows for a much smaller disturbance footprint.

As the site is mostly forested, disturbance was inevitable. However, in conjunction with the method above to protect the slopes, the minimal disturbance footprint preserved as much of the forested areas as possible.

- **Soils:** The project site contains hilly areas and therefore due to the planned construction the site will require excavation into the rock layers below.

Policy E&C.9.2. Construction projects employ strategies to minimize disturbed areas, soil compaction, soil erosion, and destruction of vegetation

In conjunction with the minimized disturbance, the rock cut areas will be stabilized with reinforcement material to allow for increased vertical slopes in lieu of shallower tapering slopes. These methods will preserve the surrounding areas. The designs of the reinforcements will be developed to visually integrate with the natural topologic features.

- **Wildlife:** The Flagstaff region boasts an abundance of wildlife that is highly valued by residents and visitors alike.

Policy E&C. I 0.5. Support the development of watchable wildlife recreation opportunities.

Policy WR.5.2. Incorporate pedestrian access, trails, and watchable wildlife opportunities into natural watercourses when practical.

Policy LU.2.3. New development should protect cultural and natural resources and established wildlife corridors, where appropriate.

The preservation of contiguous open spaces on-site will aid in the development of opportunities to be exposed to the local wildlife. Additionally, the project has proposed a walking trail in and around the site to facilitate observations. This trail network will provide seating areas not only for areas to rest but also to experience local fauna.

OPEN SPACE (Chapter V) Providing open space areas for public use and enjoyment being another goal of the regional plan, the project implements the following strategy to achieve compliance.

Policy OS.1.4. Use open space as opportunities for non-motorized connectivity, to interact with nature, and to enjoy the views and quiet.

Policy OS.1.5. Integrate open space qualities into the built environment.

With the minimized disturbance footprint of the development, the project is preserving the forested areas onsite which will be used as open space for the community. Additionally, the project is proposing walking/hiking trails through the site which will be open to the public. Thes trails provide various degrees of difficulty as well as provide rest areas. The design of these trails will be naturalized into the terrain. Additionally, the trails will provide multiple access points to public rights-of-way to encourage public use.

WATER RESOURCES (Chapter VI) Water resources within the Flagstaff area are related to not only the delivery of potable water to the population but protection of surface waters which feed those aquifers. This project addresses the goals of the plan through the implementation of stormwater management strategies.

Goal WR.1. Maintain a sustainable water budget incorporating regional hydrology, ecosystem needs, and social and economic well-being.

Policy WR.5.5. Give preference to regional detention facilities that are designed in conjunction with smaller low-impact development features, rather than numerous smaller dispersed basins. Encourage regional detention basins to incorporate natural watershed characteristics as well as offering recreational components.

- **Stormwater Management:** The existing offsite drainage from the south will continue to be routed through the project using the existing storm drain network. The portion of runoff from Masonic Lane will be captured and retained in the retention pond. The proposed site runoff on the east side of the site will be routed through storm drains into an on-site retention pond. Runoff on the West side of the site will be routed through storm drains where they will be discharged from the site at the existing culvert at the intersection of Zuni and Lone Tree. Pre- vs post-development analysis has been performed on the site and there will be no increase in peak flows due to the proposed development.

  The implementation of this strategy meets the goals of the regional plan by slowly releasing accumulated stormwater runoff into the waterways. This slow-release process mimics the natural hydrologic process of water infiltrating into the ground and migrating through the soil to the nearest waterway and trickling into the base flow.

  Additionally, the basin was designed in conjunction with the open space trail system. To integrate into the surroundings and provide connections for pedestrians and wildlife.

Policy WR.6.2. Recognizing the concern about water quality, seek methods to divert contaminants from the waste stream.

- **Water Quality:** In addition to runoff being slowly released into the watershed, the proposed basin will filter pollutants through soil media which were picked up from roadways. By holding and filtering runoff through soil, the temperature of the water discharging from the basin will be reduced thereby reducing the overall water temperature the downstream waterways and encourages a more beneficial ecosystem. Further, and in conjunction with other goals of the regional plan, the project implements minimal disturbances of natural resources and clustering of improvements, each of which fosters improved quality.

ENERGY (Chapter VII) Energy usage within the city plays an important role in community development both economically and personally. The project plans to implement the following to address energy goals.

Policy E.1.4. Promote cost-effective, energy-efficient technologies and design in all new and retrofit buildings for residential, commercial, and industrial projects.

Policy NH.4.4. Encourage green practices in housing construction and rehabilitation that support durable, healthy, and energy-efficient homes.

Pine Haven has been designed to be very energy efficient. Energy Star certified appliances will be provided in units. Additionally, units will be equipped with Energy efficient heat pump HVAC and

Electric, tankless water heaters, which means that their insulation levels, windows, and mechanical heating and cooling systems greatly surpass current energy codes by a very wide margin.

Policy E.1.5. Promote and encourage the expansion and use of energy-efficient modes of transportation: 1) Public transportation; 2) Bicycles; and 3) Pedestrians

Pinehaven will be a community designed for connectivity and mobility, reducing reliance on personal vehicles and embracing alternative transportation methods. As part of this vision, we are offering several initiatives that will set a new standard for accessibility and convenience:

- **Bus Pass Program ($408+ per Homeowner Value)**: In support of a more transit-friendly lifestyle, Pinehaven will offer homeowners reimbursement for the purchase of two adult bus passes for the first year of ownership. Adult passes cost $34 per month per individual, bringing the total value of this incentive to $408 for a full year per person. Homeowners will submit proof of purchase to the HOA for reimbursement, ensuring easy access to local transit options and reducing personal vehicle dependency.

- **EcoPASS for Educators ($300 - $500 Value per Educator per year)**: As an extension of our teacher incentives, Pinehaven will participate in the EcoPASS program for non-student staff at Northern Arizona University. This program provides discounted or free transit passes, significantly reducing commuting costs for educators. Pinehaven will work with NAU to facilitate direct enrollment or reimburse educators who apply independently, supporting sustainable commuting solutions for Flagstaff's educational workforce.

- **Bike Share Program ($300 - $500 per Resident Value)**: Residents of Pinehaven's condominiums will have access to a free bike share program managed through the community office. This initiative will provide scheduled bike rentals at no cost, allowing residents to explore nearby trails, parks, and commercial areas conveniently. The HOA will maintain and oversee the scheduling system, ensuring availability and fair usage for all participants.

Policy E.1.13. Promote and encourage the use of fuel-efficient vehicles that use renewable fuels..

- **EV Charging:** The project will be providing EV Charging connection hookup locations within each of the residential garages. For the units without garages, a weather resistant hookup will be provided on the exterior. Further, two additional public access external EV charging units will be installed in partnership onsite.

3.2 BUILT ENVIRONMENT

COMMUNITY CHARACTER (Chapter VIII) being the combination of qualities and assets that establish the unique sense of place and promotes as high quality of life, this project strives to meet this goal in the following ways.

Policy CC.1.1. Preserve the natural character of the region through planning and design to maintain views of significant landmarks, sloping landforms, rock outcroppings, water courses, floodplains, and meadows, and conserve stands of ponderosa pine.

Policy CC.1.2. Continue to define and further develop the community character by incorporating the natural setting into the built environment at all design scales.

This project has proposed minimal disturbance to the site area. The existing site contains a wooded area of Pine Trees. This element was a crucial factor in the development of the project so as to provide a sense of nature for the future residence. By clustering the disturbance areas, the remaining open space encloses the structures giving a sense of being within the environment.

GROWTH AREAS & LAND USE (Chapter IX) Planning for smart development in the future is an important goal. Ensuring development progresses to meet the needs of the community in a smart logical direction ensures future expansions do not get ahead of the community and address the needs of the community.

Policy LU.2.2. Design new development to coordinate with existing and future development, in an effort to preserve viewsheds, strengthen connectivity, and establish compatible and mutually supportive land uses.

The project site was designed to provide structures to integrate into the topography as much as possible and maintain visual sightlines around the area. Proposed Homes are sighted to maximize views for the respective owners, as well as prevent obstruction of views from parcels located to the south of the site. See the view cross-sections provided during the neighborhood meetings to illustrate typical views. As shown, the proposed development is nestled into the topography thereby providing scenic views to the residents and neighbors.

Figure 3: Sample View Section



Policy LU.2.4. Utilize Low Impact Development (LID) strategies and stormwater best practices as part of the overall design for new development

Policy LU.5.3. Promote compact development appropriate to and within the context of each area type: urban, suburban, and rural.

Policy LU.5.4. Encourage development to be clustered in appropriate locations as a means of preserving natural resources and open space, and to minimize service and utility costs, with such tools as Transfer of Development Rights (TDR)

Policy LU.7.1. Concentrate urban development in locations that use land efficiently, and are served by roads, water, sewer, and other public facilities and services, and that support transit, reduced vehicle trips, and conservation of energy and water.

The project implements the LID strategy of cluster development to minimize the disturbed area and preserve the surrounding area. Further, the basin has been designed to incorporate a soil media filter to minimize impacts to downstream waterways. Additionally, the basin design will provide filtering of stormwater runoff to improve water quality.

TRANSPORTATION (Chapter X) To counter the car-culture which has developed, the regional plan aims to encourage development which provides for all forms of transportation in a manner which serves all within the community. The project meets this goal as described below.

Policy T.1.6. Provide and promote strategies that increase alternate modes of travel and demand for vehicular travel to reduce peak period traffic.

Policy T.1.7. Coordinate transportation and other public infrastructure investments efficiently to achieve land use and economic goals.

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

Policy T.3.1. Design and assess transportation improvement plans, projects, and strategies to minimize negative impacts on air quality and maintain the region's current air quality

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

Policy T.5.4. Design streets with continuous pedestrian infrastructure of sufficient width to provide safe, accessible use and opportunities for shelter.

The project provides multiple avenues for transportation around the region. Specifically, the construction of a Bus Stop on Zuni Drive. Additionally, the project is proposing bicycle and car-share programs. Refer to the section **Energy** Above for more information.

- Bicycle: The project will widen Zuni Drive to provide the addition of a bicycle lane. Additionally, Bicycle racks are being provided onsite in accordance with regulations. The project site is not directly connected to the FUTS trail system; however the site is in close proximity.

- Pedestrian: The project will install/improve public sidewalks along the frontages of Zuni Drive and Lone Tree Road. The proposed sidewalks will improve pedestrian access to the area.

- Transit: The regional transit authority has identified this location as being deficient for public access. Therefore, the project proposes the construction of two bus stop shelters along Zuni Drive. This location can potentially serve both Route 4 & 14 lines.

Policy T.6.2. Establish and maintain a comprehensive, consistent, and highly connected system of bikeways and FUTS trails

The project proposes a public use trail within the open space. This trail system is adjacent to the Bow & Arrow trail and provides for a short loop to the existing FUTS system.

Policy T.8.3. Design neighborhood streets using appropriate traffic calming techniques and street widths to sustain quality of life while maintaining traffic safety.

Roads & Corridors: The applicant has worked with the city staff in review of the public improvements to the adjacent roadways. As part of the consultations, the project has provided improvements based upon the ultimate buildout of the respective roads. Further, the city indicated the need for an adjustment of the centerline of Zuni Drive near the intersection of Lone Tree. The centerline adjustment is needed so future improvements do not impact adjacent natural resources. The applicant is providing the additional R.O.W. to allow for the adjustment and the proposed improvements will be construction relative to this adjusted location. These improvements will complement the long-term planned improvements for JW Powell for mobility in the region.

PUBLIC BUILDINGS, SERVICES, FACILITIES AND SAFETY (Chapter XII) Planning for and protecting critical infrastructure while promoting community resilience are important considerations in the timing, location, and pattern of development. Well-planned infrastructure, public facilities and services, and safety and emergency response are keys to community civic pride and accessibility.

Policy CD.1.5. Require that new development pay for a fair and rough proportional share of public facilities, services, and infrastructure.

- Locating Facilities: The project proposes adding publicly accessible open space areas adjacent to public R.O.W.s in addition to being in close proximity to public transit.
- The project will provide improvements to Zuni Drive and will install sidewalk and curb along the frontage.
- The project will install a deceleration lane along Lone Tree for entrance into the site and will replace the existing sidewalk with 5ft wide sidewalk along areas of improvement.

3.3 HUMAN ENVIRONMENT

NEIGHBORHOODS, HOUSING, AND URBAN CONSERVATION (Chapter XIII) These are the places where people live, play, go to school, work, and interact. Central to Flagstaff 's urban neighborhoods are a pedestrian experience interconnecting business, homes, schools, places of worship, transit, and parks in a compact, walkable land use pattern. The following methods have been developed to meet the goals of the plan.

Policy NH.1.2. Respect traditions, identifiable styles, proportions, streetscapes, relationships between buildings, yards, and roadways; and use historically appropriate and compatible building and structural materials when making changes to existing neighborhoods, especially in historic neighborhoods

Project Inspiration: I suppose that people who live in a beautiful area like this must get kind of used to seeing the natural beauty every day, but I can tell you that we "flatlanders" continue to be in awe of the natural beauty of this region every time we visit. So it shouldn't come as a surprise that the pine trees and topography of the site have always been the main inspiration for our project, and that we designed the buildings to be fairly simple in order to let the forest itself shine through.

Site Planning: We designed the residential units to be grouped into blocks of four or five units in order to preserve as much open space as possible. This minimizes the construction footprint so that you can enjoy more of the surrounding natural forest. The majority of the site has been protected in its natural state to allow for an extensive network of publicly accessible trails.

Building Design: We specifically kept the massing of the units simple, designed them to have low-sloped, shed roofs not only to conform to the city's height restrictions but also to facilitate snow removal in the wintertime and direct any runoff away from the front walkways and entries.

Following the city's guidelines on low reflectance values and darker colors, we plan to paint the vertical exterior siding a kind of dark umber color that will really make the surrounding forest pop! We also have stone facing at the lower floor near the garages and main entries, with some rust-colored steel accent paneling that frames the front balconies above. Each residence has a number of decks, balconies, and/or patio at both ends that are designed to connect residents to the outdoors and provide views to the surrounding landscape.

Echoing the materials and aesthetics of the adjacent residences, our community clubhouse provides each resident with an opportunity to get to know their neighbors and interact in a variety of ways— such as hanging out in the media room watching the big game with friends, working out in

the gym, occasionally sweating it out in one of the two saunas, or maybe just “chilling out” in one of our cold immersion tanks.

Policy NH.1.3. Interconnect existing and new neighborhoods through patterns of development, with complete streets, sidewalks, and trails.

Policy NH.1.4. Foster points of activities, services, increased densities, and transit connections in urban and suburban neighborhoods.

The project provides for expansion of the public rights-of-way, providing sidewalks along the frontages and providing a bicycle lane on Zuni Drive. Further the project will provide a bus stop on Zuni Drive. This bus stop will allow for a connection needed for the adjacent subdivisions to provide an access point into the city or other points. Proposed walking and hiking trail within the open space. While not directly connected, the project is in close proximity to the City’s FUTS trail system to encourage interconnectivity. Further, the project is providing bus stops along Zuni, facilitating multi-modal transportation.

Policy NH.1.6. New development, especially on the periphery, will contribute to completing neighborhoods, including inter-connecting with other neighborhoods; providing parks, civic spaces, and a variety of housing types; and protecting sensitive natural and cultural features.

Policy NH.6.1. Promote quality redevelopment and infill projects that are contextual with surrounding neighborhoods. When planning for redevelopment, the needs of existing residents should be addressed as early as possible in the development process.

The development is proposed within the space between the city and existing subdivisions (infill development). By providing this development and the interconnectivity of the roads, and walks, the development provides for a smart expansion of the city in lieu of moving further out and fighting against urban sprawl.

Policy NH.3.3. Increase the availability of affordable housing for very low-income persons, through innovative and effective funding mechanisms

The dynamics of the proposed project are not conducive to providing affordable housing as part of the project. Due to the challenges of the site topography, the proposed house product demands a higher price point. The final sale price will likely be higher than the neighboring Pinnacle Pines development. Providing affordable housing with this project was not viable. Therefore, in consulting with City staff, the developer will be providing a housing contribution to the city for an equivalent of 10 units. This contribution can then be used to assist in other efforts by the city or in conjunction with

other programs or developments. Terms of the contribution have been prepared in consultation with city staff and included in the project's development agreement.

Policy NH.4.3. Address accessibility issues and other housing barriers to persons with disabilities or special needs.

The developer is committed to providing for people with disabilities or special needs. As such this project has committed to providing two units dedicated to ADA accessibility. These units go beyond exterior accessibility and have integrated ADA guidelines into the full internal layout design.

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.

The project's inclusion of the bus stop on Zuni, as well as the proposed reimbursements incentives will encourage the use of public transportation around the city.

RECREATION (Chapter XV) The Flagstaff region prides itself as being one of the best "quality of life" communities in the nation, in part due to abundant indoor and outdoor recreational opportunities, all of which contribute greatly to the community's public health. To further the goals set forth in the regional plan the project proposes the following:

Policy Rec.1.1. Integrate active and passive recreational sites within walking distance throughout the region to promote a healthy community for all City and County residents and visitors.

Development of Recreation Areas: In conjunction with the preservation of natural resources, the applicant has preserved a large area of green space/forested area. Within this area, the project is providing a walking/hiking trail for public use. This trail system interweaves throughout the site and provides challenging hiking areas and scenic views of the area. The project is proposing a walking and hiking trail within the open space. Further, the project will improve Zuni Drive by providing sidewalks along the frontage. While not directly connected, the project is in close proximity to the City's FUTS trail system.

3.4 PEDESTRIAN CONNECTIVITY

The SITE will have 5-foot sidewalks throughout the development and connect to the existing sidewalks on Masonic Lane and Lone Tree Rd. This will encourage the use of pedestrian elements and expand upon the pedestrian corridor connectivity of the City of Flagstaff. The project proposes installing walking trails through the undisturbed portions of the site. Trail locations will be coordinated with the city during the plan approval process.

3.5 MATERIALS MANAGEMENT PLAN

Each unit will consist of trash and recycling receptacles within the kitchen cabinets.

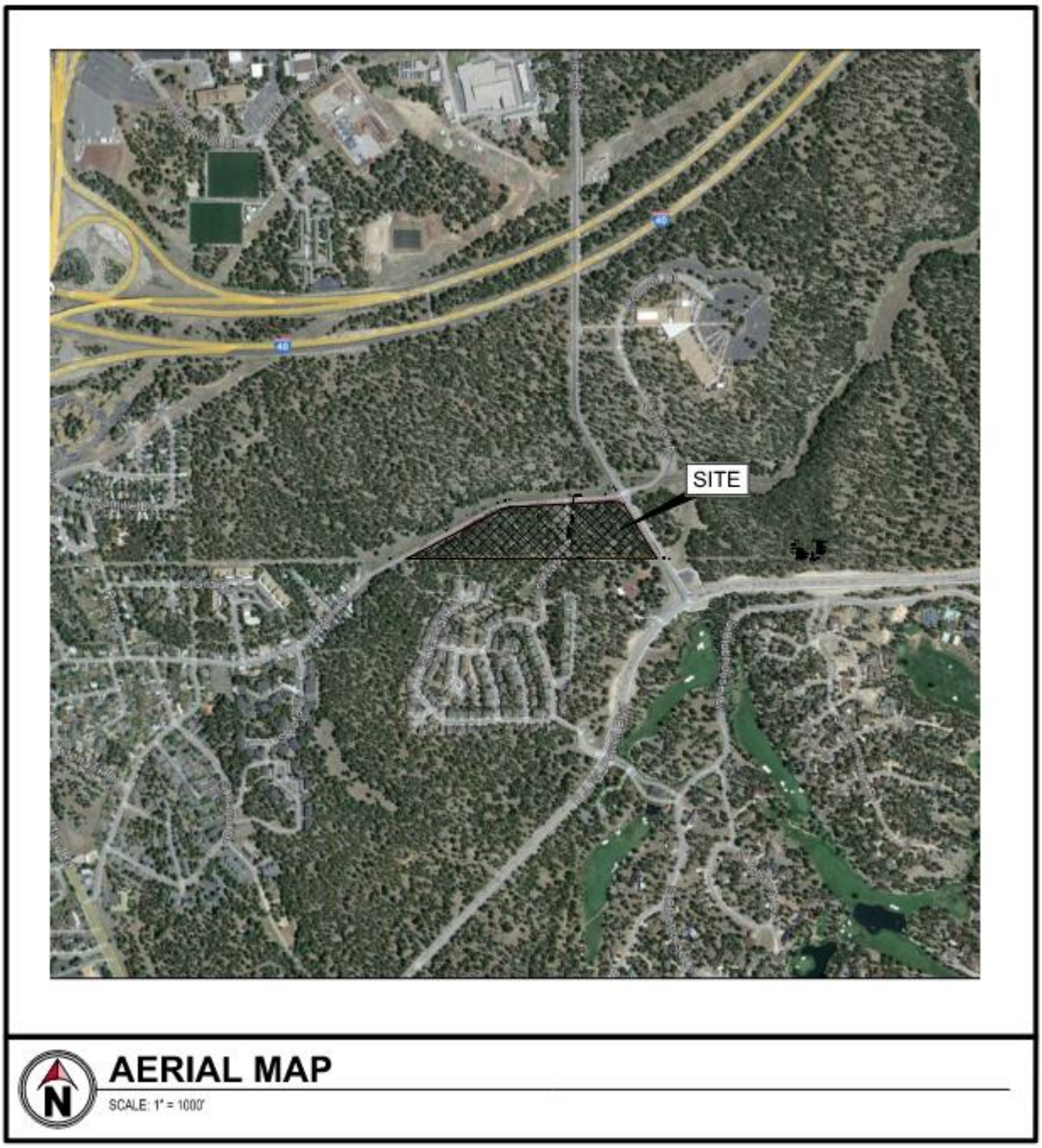
No centralized storage rooms for trash or recycling materials are planned in the individual units. No trash chutes will be utilized on site. Trash and recycling receptacles will be located throughout the club house. The site will consist of 4 collection locations throughout the site. Each location will consist of 8-yard dumpsters which typically can store up to 1,600 lbs. of material. Estimating that each home will consist of 2.5 occupants that generate 4.40 lbs. of waste per day based on the national average. The total amount of waste the site will need to accommodate per week is 6,391. This amount divided by 1,600 is 3.99. Given that there are four (4) 8-yard dumpsters on site there should be sufficient storage. Pick up of trash and recycling from these locations is proposed to be picked up by the city following the cities current collection schedule.

Educational materials will be provided to the residents regarding being resourceful within the home and reducing their individual carbon footprint. The methods included within this material will be focused on bringing your own, encouraging donation of unused items, buying smart, fix and maintain items they currently have, and borrowing and share items.

ViewPoint Engineering

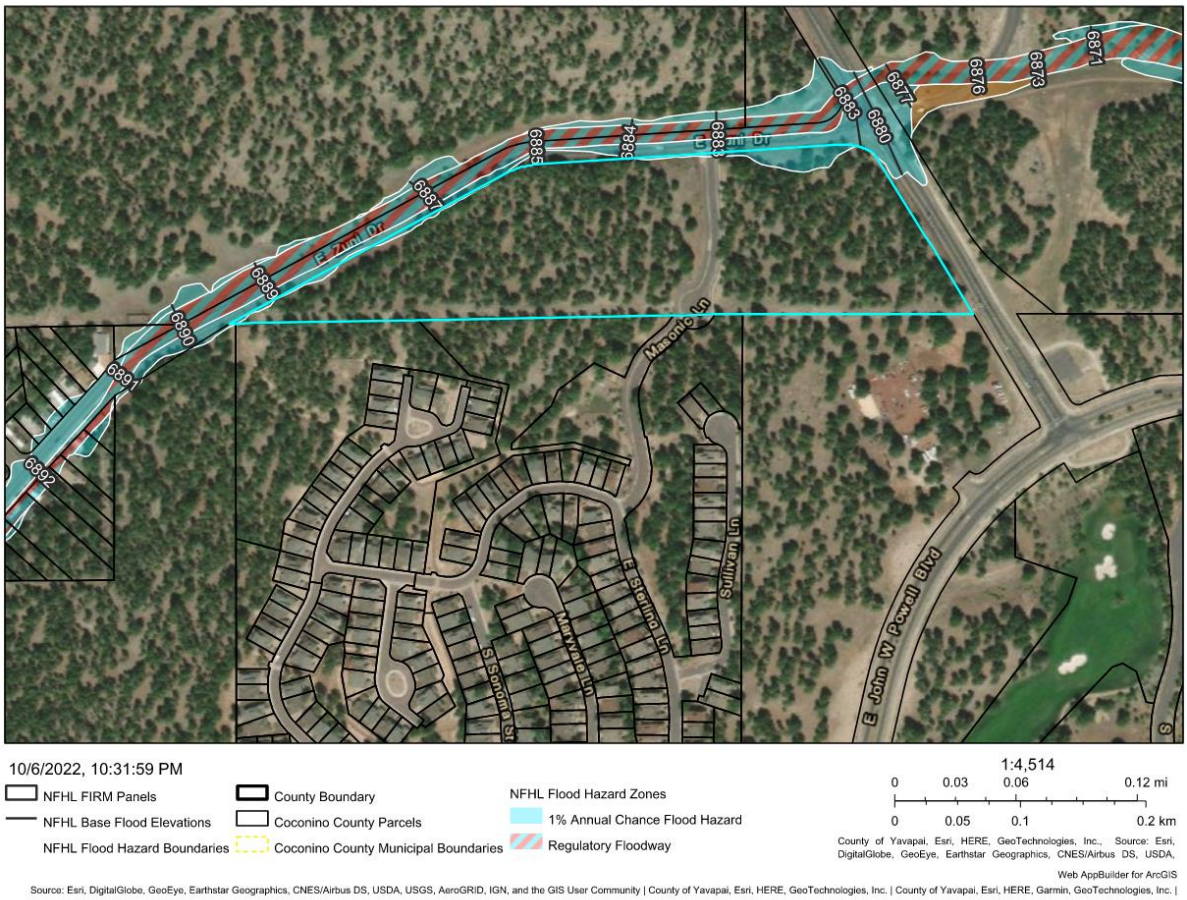
APPENDIX A: SUPPORTING DOCUMENTS

A.1 PROJECT LOCATION MAP

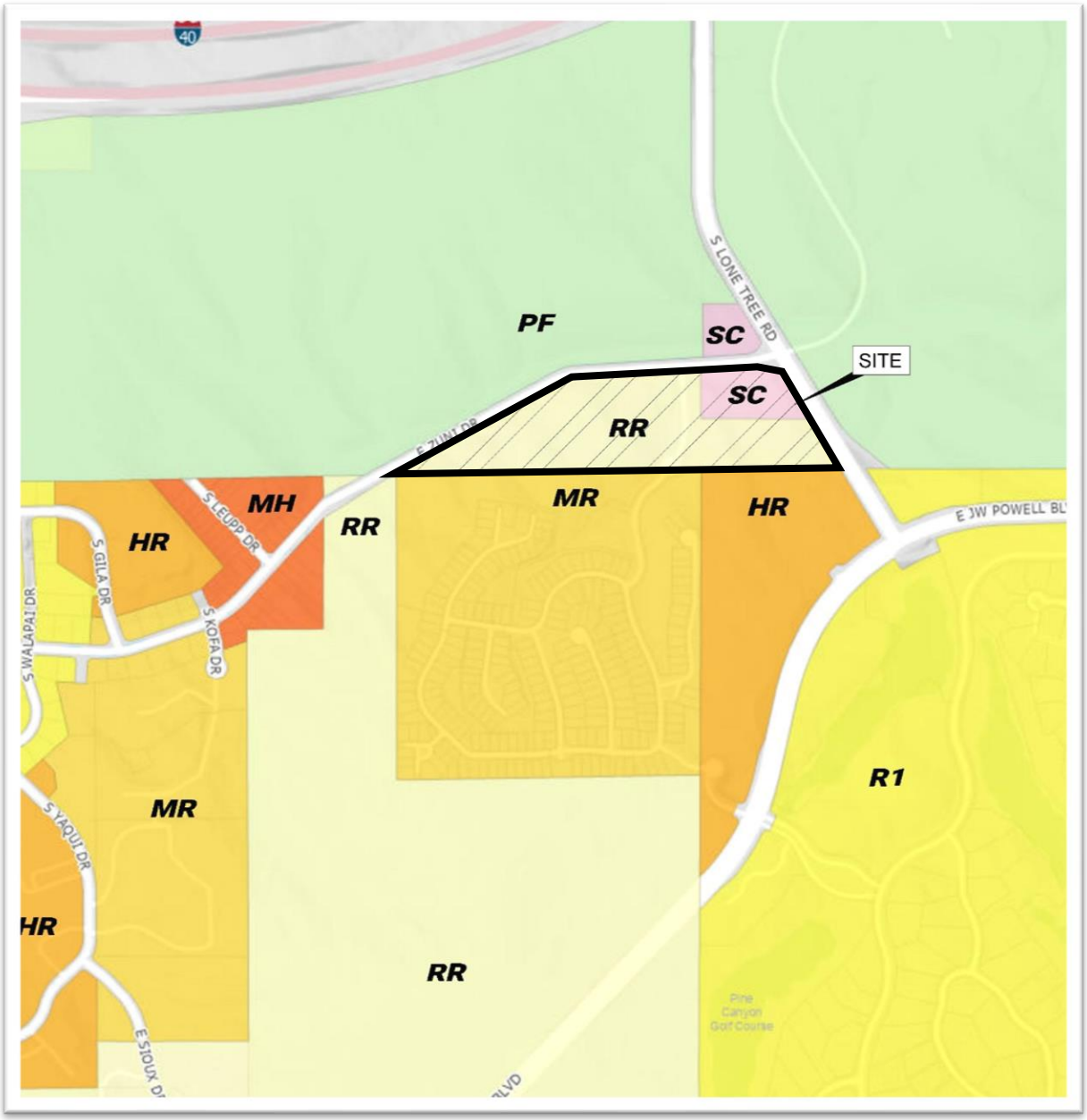


A.2 FLOOD MAP

ArcGIS Web Map



A.3 ZONING MAP



Juniper Estates

13.8+/- Acre Condo Development Project

Analysis Completed March 10, 2023

Public Water & Sewer Impact Analysis

Prepared by Ardurra, for The City of Flagstaff Water Services

Mayor

Becky Daggett

Council

Austin Aslan
Khara House
Lori Matthews
Jim McCarthy
Miranda Sweet
Deborah Harris

City Manager

Greg Clifton

Water Services Director

Shannon Jones

City Engineer

Paul A. Mood, P.E.

Public Works Director

Scott Overton

Registered Professional Engineer (Civil)
CERTIFICATE NO. 49953
ALICIA ANNE STOFFERS
Date signed: 3/10/23
ARIZONA, USA

Table of Contents
Public Water and Sewer Impact Analysis
Juniper Estates

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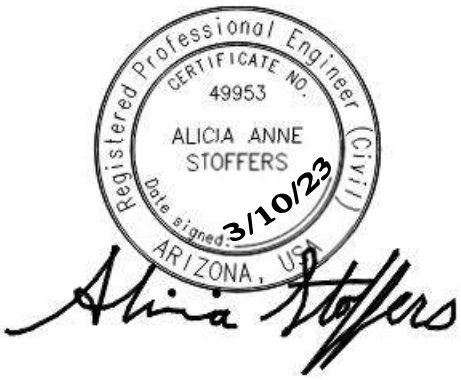
WaterGEMS Fire Flow Analysis Report	Appendix B
SewerCAD Gravity Pipe Report	Appendix C



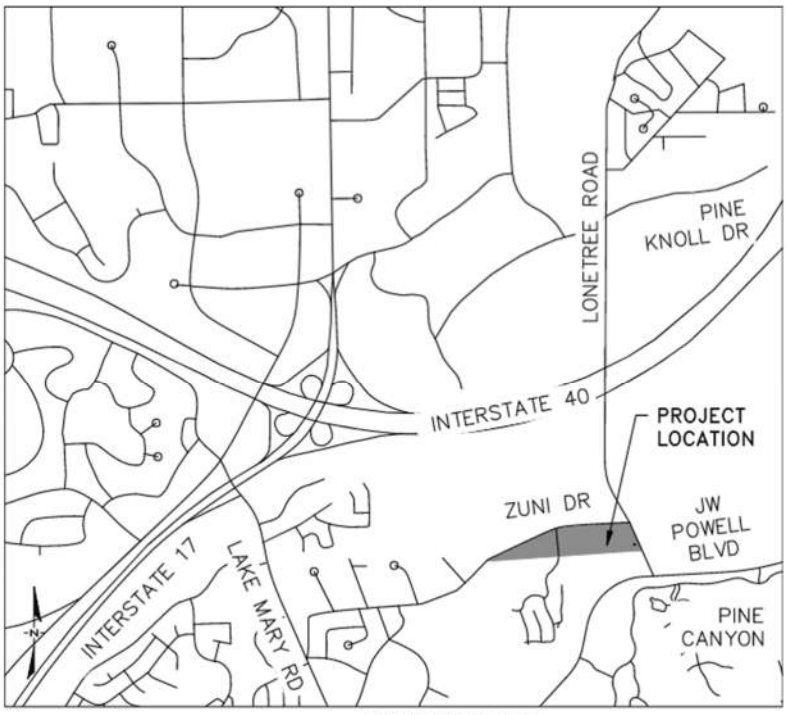
I. INTRODUCTION

The Juniper Estates project is located on Masonic Lane, southwest of the intersection of Zuni Dr and Lonetree Road. The project is located on Coconino County parcel 103-26-002D in Section 28, Township 21N, Range 7E, Gila and Salt River Base & Meridian (see Figure 1).

The proposed development lies within the City of Flagstaff urban growth boundary and has the ability to be served by City water and sewer utilities.

The Juniper Estates Overall Utility Plan Dated 10/07/22 and Utility Plan Sheets 1 and 2 (Exhibit 1) was provided to the City by ViewPoint Engineering. and has been used as the basis for this preliminary analysis. The developer is proposing two 26' PUEs for a total width of 52' centered on the proposed roadway. All public utilities are within the 52' PUE.

The criteria used herein to estimate the project's utility impacts is from the City of Flagstaff Engineering Design Standards (COF EDS), Chapter 13-09, effective October 2017. This Water and Sewer Impact Analysis (WSIA) is considered valid for two years from its completion date, which is 3/10/2023.



VICINITY MAP
NOT TO SCALE

II. ANALYSIS SUMMARY

On-site modifications:

The project site is bisected by Masonic Lane. In that road there are existing public sewer and water mains. Connections are proposed to the existing utilities and to existing utilities in Zuni Drive and Lone Tree Road. The remainder of the parcel is vacant, and it is assumed that there is currently no infrastructure in the ground to support this development, so all systems for the project will have to be designed and built.

Off-site modifications:

Sewer:. Currently there are sewer mains crossing the parcel that can be utilized for sewer service and also existing mains in the adjacent roadways. Tapping and extending the sewer line should be done according to City of Flagstaff Standards.

Water: Currently there is a water main crossing the parcel that can be utilized for water service and also existing mains in the adjacent roadways. Tapping and extending the waterline should be done according to City of Flagstaff Standards.

III. WATER SYSTEM ANALYSIS

A. EXISTING WATER SYSTEM

Currently, public water infrastructure exists across the property and in the adjacent roadways. There is a 12" DI water main in Lonetree Rd, a 12" PVC water main Zuni Dr. and an 8" PVC water main in Masonic Lane. This main falls within the City of Flagstaff Pressure Zone 'B'. See Exhibit 3 for the City of Flagstaff GIS map of the existing water facilities.

B. PROPOSED WATERLINE EXTENSIONS

The Concept Plan shows new 8" water mains extended on both sides of Masonic Lane in a 52' PUE to provide water service to each condo (Exhibit 1). The water mains will have two fire hydrants and individual meters for each of the 87 condos. The site plan provided by View Point Engineering shows the project tapping the public water system in 4 locations to loop the new mains through the site and provide a second source to both sections of the project.

There are structures proposed on the Concept Plan provided. A building on this

development could have multiple stories with water and sewer fixture heights up to 35 feet above ground level (according to zoning category MR Zoning and Table 10-40.30.040.C). This analysis provides the water pressure at the existing ground level. After grading is complete and finished floor elevations are established, analysis should be performed by the Architect/Engineer (A/E) to verify adequate pressure throughout the project.

C. WATER SYSTEM DEMANDS

The following quantifies the anticipated water demands for the project. The following Demand Criteria is from the City of Flagstaff Code 13-09-003-0004.2.

Water System Demand

Population Density MFR	2.5 person/unit
Average Daily Flow MFR	75 gpcd
Peak Daily Flow SFR	300 gpcd
Single Family Residential	87 Dwelling Units

Average Daily Demand = 87 DU X 2.5 person/unit X 75 gpcd = 16,313 gpd

Peak Daily Demand = 87 DU X 2.5 person/unit X 300 gpcd = 65,250 gpd

Fire Flow Demand = 1,500 gpm

D. WATER SYSTEM ANALYSIS RESULTS

Bentley WaterGEMS software was used for simulations of peak daily and fire flow.

The analysis area was estimated to be the area impacted by the proposed Juniper Estates development additional demands and locations that supply fire flows. This area is bounded by Lake Mary Road and Pine Knoll Dr. See the GIS Water Map Exhibit 3 with the analysis area. Proposed Demands were added to the model at J-14177 on Zuni Dr for the 45 western lots and J-7497 on Lonetree Rd for the 42 eastern lots. The Water Gems Junction Map is Exhibit 4.

Results of the computer analysis (Appendix A) for peak daily flow indicate a range in pressures off-site in the project vicinity from 109.58 psi (J-11543, Pine Knoll Drive) to 54.01 psi (J-2405, Pine Canyon). The nodes are consistent given the elevations of the

junction nodes within the analyzed boundary. The existing waterline in Masonic Lane has an approximate elevation of 6892 at the connection point to the new waterlines. The peak daily flow condition yields a pressure on the project site of 100.64 psi. This project meets the minimum pressure requirements stated in the City of Flagstaff Engineering Standards.

A pressure-reducing valve is required by the City of Flagstaff Engineering Standards if the pressure is above the 80 psi pressure. High pressures on-site will require the developer to install pressure-reducing valves after the meter.

Based on the computer simulation of fire flow, residual pressures in the project vicinity are projected to remain above 20 psi (COF EDS 13-09) or higher during fire flow scenarios of 1500 gpm or less. All of the hydrants in the analysis area can provide the required fire flow. Results are included in Appendix B and the Water Gems Hydrant Map is Exhibit 5. The lowest fire flow available within the analysis area occurs within the existing Bow and Arrow Neighborhood, west of the project site, due to higher elevations and smaller supply mains. This area still meets the minimum required Fire Flow and is not impacted by the proposed development.

It is the developer's responsibility to design, acquire adequate right-of-way for, and construct all on-site and connecting water infrastructure per all applicable City, State, and Federal rules and regulations.

IV. SEWER SYSTEM ANALYSIS

A. EXISTING SEWER SYSTEM

The project site is bordered by two existing sewer lines and a sewer line crossing the site in Masonic Lane. To the north of the project in Zuni Dr. is a 21" VC sewer interceptor. An 8" DI sewer in Masonic Dr and a 10" PVC sewer in Lonetree Rd flow to this main. The analysis area looks at the sewer downstream of the project to the Rio De Flag WRP junction MH R-034. See Exhibit 2 for the City of Flagstaff GIS map of the existing sewer system. The Wildcat Hill Treatment Plant treats all sewage collected from this proposed project.

B. PROPOSED SEWER SYSTEM EXTENSIONS

The Concept Plan shows new 8" sewer mains extended on both sides of Masonic Lane in a 52' PUE to provide sewer collection to each condo (Exhibit 1). Constructing and tapping the sewer line in the right-of-way should be done according to City of

Flagstaff Standards.

The proposed on-site sewer system was not analyzed as a part of this report and shall be addressed by the A/E as part of their design for their project. The A/E's engineering analysis and design shall be consistent with the requirements called out in the City of Flagstaff Engineering Standards.

C. SEWER SYSTEM FLOWRATES

The following criteria were utilized in determining the anticipated wastewater generation for this project. The following Demand Criteria is from the City of Flagstaff Code 13-09-002-0002.

The peaking factor is determined based on existing upstream population and calculated per Figure 13-09-002-01 in the Flagstaff Design Standards. The Population Equivalent for the existing flow rate in the upstream sewer system is 19,000 (100 gpcpd). A peaking factor of 1.75 is used in this analysis.

Sewer System Design Flows Condo

Population Density	2.5 person/unit
Average Daily Flow	75 gpcd
Peak Factor	1.75
Condos	87

Average Daily Flow = 87 lots X 2.5 person/unit X 75 gpcd = 16,313 gpd

Peak Daily Flow= 16,313 gpd X 1.75 = 28,548 gpd

D. SEWER SYSTEM ANALYSIS RESULTS

The submitted Utility Plan, Exhibit 1, shows connections to all three of the existing sewer mains. Without design elevations to determine flow direction, this analysis assumes the proposed site will contribute a portion of the generated flow to the sewers in both Zuni Dr and Lonetree Rd based on existing topography.

In the SewerGEMS model prepared for this evaluation, the sewer design flows for 45 condos were applied to manhole 6-213 in Zuni Dr. and 42 units at manhole 11-002 in Lonetree Rd (See Exhibit 6). These total design flows from Juniper Estates project

will yield a peak day flow increase of 28,548 gallons per day (0.028 MGD).

The capacity of the existing collection system downstream of this project is adequate to convey the existing and proposed flow rates and maintain the City's required d/D pipe capacity ratio (expressed as a percentage) at less than 70%. The highest D/d in the analysis area is 33.9% in the 24" sewer south of the Rio De Flag Wastewater Reclamation Plant. See Appendix C and Exhibit 6 for results.

According to the City of Flagstaff's Biosolids Master Plan developed by Carollo in 2019, the City's wastewater treatment capacity for both treatment plants combined is 6.3 MGD average daily flow based on current conditions and configurations. Average daily flows for both plants measured 5.404 MGD for the calendar year 2021. The remaining treatment capacity of both plants combined has been previously committed. The City is creating additional wastewater treatment capacity currently scheduled for completion by the end of 2024. The additional wastewater demand created by the Juniper Estates can be accommodated within the current wastewater treatment capacity projections. Therefore, the two-year reservation of capacity through the WSIA is not contingent upon the successful construction of improvements by 2024.

V. CONCLUSIONS & REQUIREMENTS

Sewer and water service to all adjacent homes and businesses must be maintained during construction and tapping for this project.

The findings of this analysis indicate that the completion of the project will comply with public water and sewer infrastructure requirements as outlined in the current City of Flagstaff Engineering Standards as long as all on-site infrastructure is designed and constructed per the Engineering Standards and as stipulated herein. All new service connections to the City water and sewer infrastructure are required to pay capacity fees for the new connection to the public water and sewer system. Deviations from the intent shown on the developer's provided preliminary drawings, and/or further development beyond what was shown on the preliminary drawings will require additional review and must gain full IDS (Inter-Division Staff) Approval. It should be noted that the City of Flagstaff Engineering Standards (Chapter 13 of the City of Flagstaff Code) is the only document used for this analysis. This WSIA does not guarantee conformance to any other codes, standards, or specifications similar to, but not limited to, IBC, IFC, IRC etc.

The location(s) of any required fire hydrants related to this project is (are) left to the discretion of the City of Flagstaff Fire Department per City of Flagstaff Engineering Standards and current Fire Codes. Approval by the City Engineer shall also be obtained.

Water and Sewer computer analyses were done with Bentley Systems WaterGEMS and SewerGEMS software. The existing City of Flagstaff master water and sewer models were modified to incorporate the estimated infrastructure and flows that will be required by this development.

All existing utility information is based on the City of Flagstaff GIS data and other information contained within the WaterGEMS & SewerCAD master models or provided by the City of Flagstaff engineering staff. The developer's A/E should confirm the City water system supply and wastewater collection system pipe sizes, materials, and locations as part of their design for connection to the COF water and sewer systems.

Changes to the development plan can impact the results of this Water and Sewer Impact Analysis. Those changes include modification of the development size, area of commercial space, number or type of residential units, population, etc. If such changes are made, then the developer must apply for an updated analysis and

provide the proposed changes to the City of Flagstaff for review and consideration.

This WSIA is considered valid for two years from its completion date, 3/10/2023, which is the date of the engineer's seal on the cover sheet and table of contents of this WSIA. All water and sewer utility lines and treatment plant capacity reservations as a result of this study will expire at that time. This WSIA will function as place holder for the developer. The capacity assurances discussed within this report will be provided by the City for 2 years. At which time the developer will need to have applied for a building permit or will be removed from the list of assured capacity. If this project is removed from the capacity assurance list, the developer will need to re-apply for capacity assurance by getting a new WSIA.

Exhibit Maps

LAND USE				ESTIMATED WATER DEMAND		
TYPE		PEAK	# OF UNITS	DESIGN POPULATION	MAXIMUM TOTAL DAILY CONSUMPTION	PEAK DAY FLOW RATE
RESIDENTIAL CONDO	3.5 PERSONS PER DWELLING UNIT	250 (GPCD)	87	304.5	76125 (GPD)	52.86 (GPM)

*Values found in Table 13-09-003-02 Water Demand Criteria of the Flagstaff Municipal Code.

LAND USE				ESTIMATED WASTE WATER DEMAND	
TYPE		AVERAGE DRY WEATHER FLOW	# OF UNITS	DESIGN POPULATION	ESTIMATED DAILY FLOW
RESIDENTIAL CONDO	3.5 PERSONS PER DWELLING UNIT	75 (GPCD)	87	304.5	22837.5 (GPD)

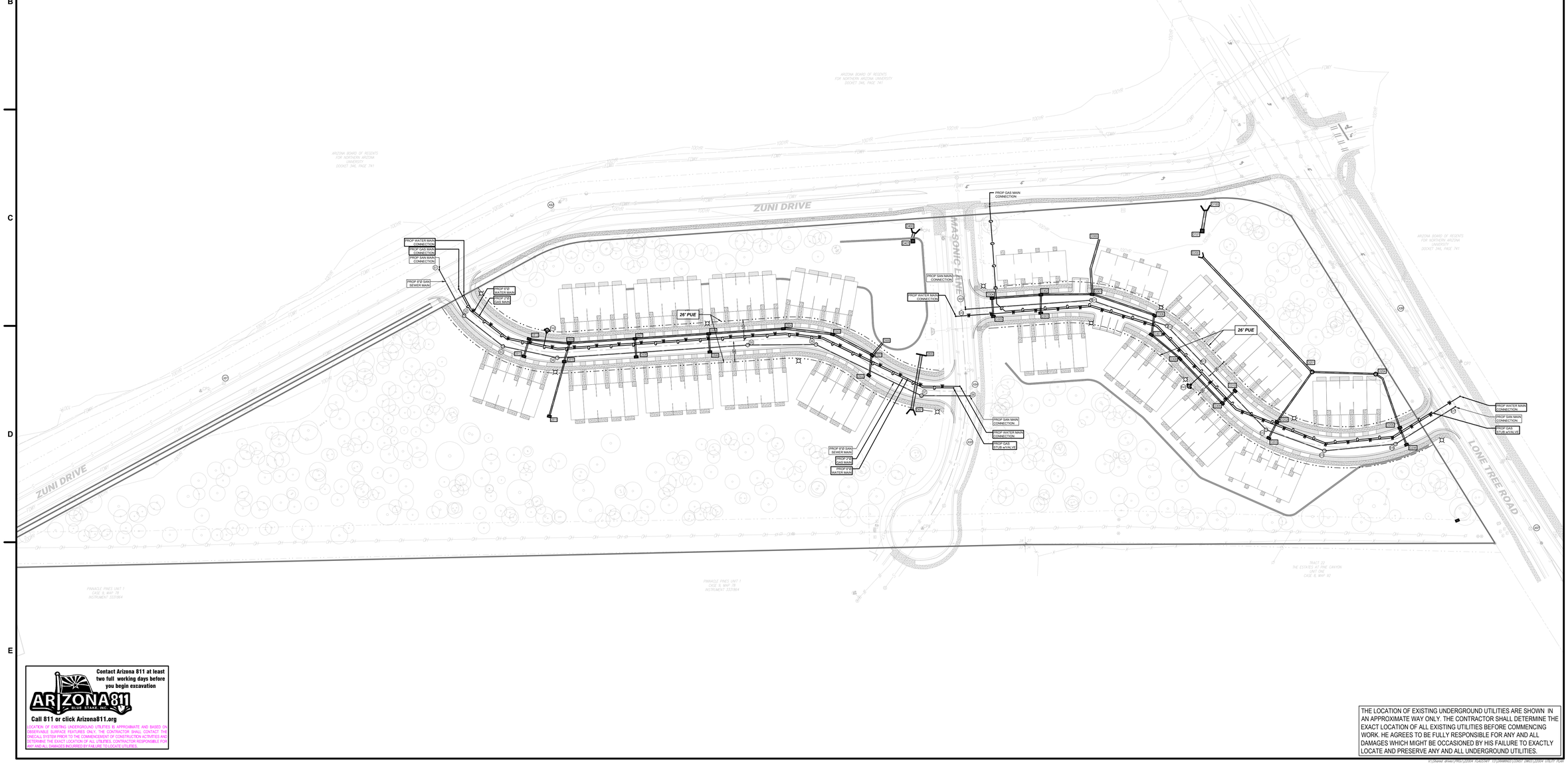
* Values found in 13-09-002-01 Average Daily Flows by Land Use of the Flagstaff Municipal Code.

LEGEND

- PROPERTY BOUNDARY
- LEGAL RIGHT-OF-WAY
- ULTIMATE RIGHT-OF-WAY
- ROAD/RIGHT-OF-WAY CENTER LINE
- EASEMENT LINE
- APPROX. FEMA ZONE AE BOUNDARY
- APPROX. FEMA FLOODWAY BOUNDARY
- FENCE LINE
- EDGE OF ASPHALT
- EDGE OF DIRT/GRAVEL
- EX. SANITARY SEWER MAIN
- EX STORM PIPE
- EX. UNDERGROUND ELECTRIC SERVICE LINE
- EX. OVERHEAD WIRE
- EX. GAS SERVICE MAIN
- EX TELEPHONE/COMMUNICATIONS LINE
- EX WATER MAIN
- EX CONTOUR ELEVATION LINE
- PROP CONTOUR ELEVATION LINE
- PROP STORM SEWER
- PROP SAN SEWER MAIN
- PROP GAS SERVICE MAIN
- PROP WATER SERVICE MAIN
- PUE

SYMBOL LEGEND

- EX. STORM CATCH BASIN / MANHOLE
- EX. WATER VALVE
- EX. FIRE HYDRANT
- EX TELECOMM BOX
- EX. SANITARY MANHOLE
- EX UTILITY POLE w/GUY ANCHOR
- EX. ELECTRIC BOX
- EX. LIGHT POLE
- EX. BOLLARD
- EX. GAS VALVE / LINE MARKER
- EX. SIGN
- EX. CONCRETE PAVEMENT
- SURVEY CONTROL POINT
- PROPERTY CORNER
- PROPERTY MONUMENT FOUND
- EX. TREES (PINE, OAK, DECID.)
- PROP STORM STRUCTURE w/ID
- PROP SAN STRUCTURE w/ID
- PROP FIRE HYDRANT w/ID
- PROP LIGHT POLE
- LANDSCAPE STRIP



Contact Arizona 811 at least two full working days before you begin excavation

ARIZONA811 BLUE STAKE, INC.

Call 811 or click Arizona811.org

LOCATION OF EXISTING UNDERGROUND UTILITIES IS APPROXIMATE, AND BASED ON OBSERVABLE SURFACE FEATURES ONLY. THE CONTRACTOR SHALL CONTACT THE ONECALL SYSTEM PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES AND DETERMINE THE EXACT LOCATION OF ALL UTILITIES. CONTRACTOR RESPONSIBLE FOR ANY AND ALL DAMAGES INCURRED BY FAILURE TO LOCATE UTILITIES.

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REV	DATE	DESCRIPTION	INIT
REVISIONS			

PRELIMINARY NOT FOR CONSTRUCTION

THIS PLAN HAS BEEN PREPARED FOR GENERAL DISCUSSION ONLY AND IS BASED UPON LIMITED DUE DILIGENCE.

ViewPoint Engineering
2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702
FIRM No. F-23395
viewpointengineering.com

SCALE 1" = 50' (0, 25, 50)
DWN BY: M TOTH
CHK BY: E BEALS

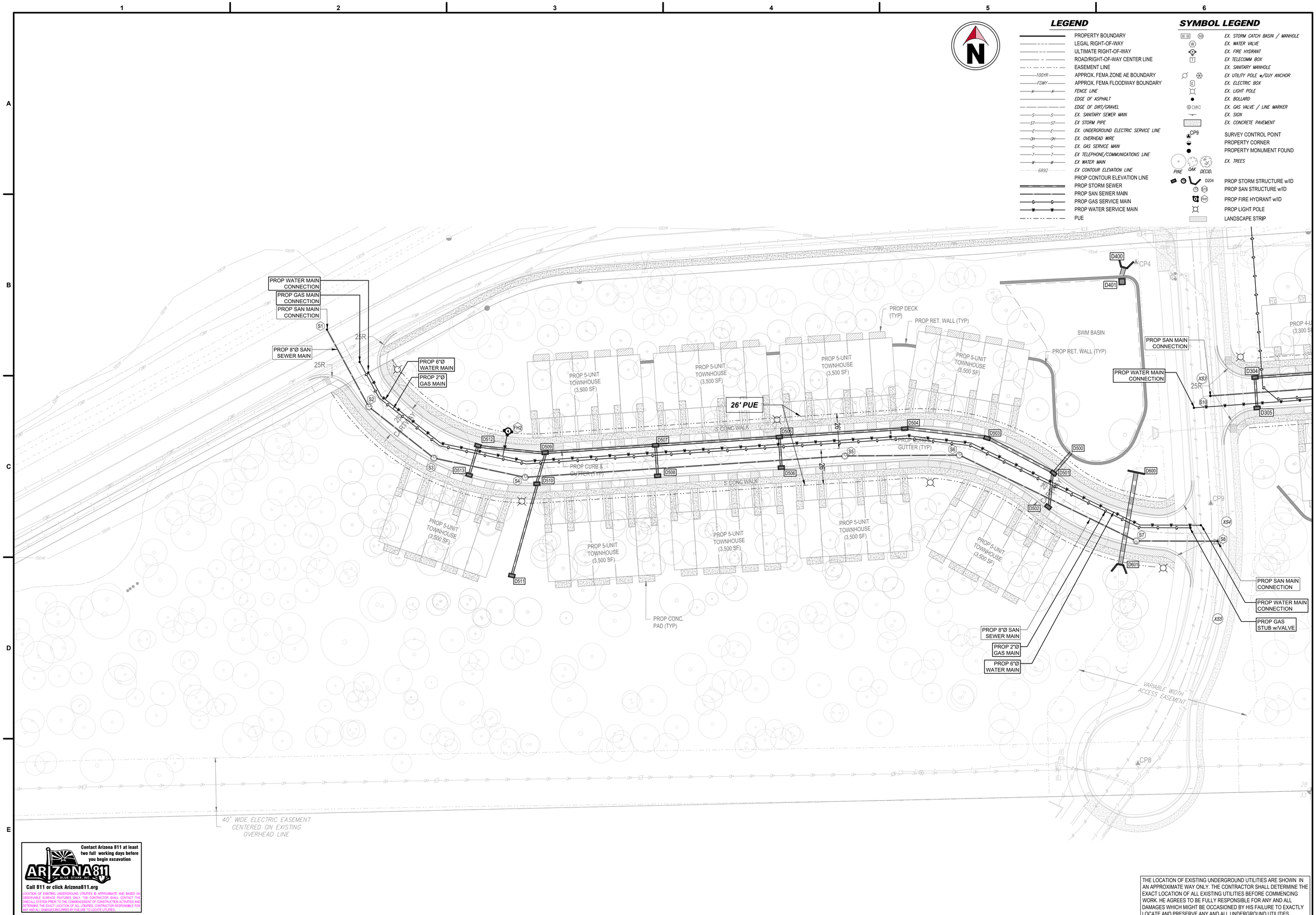
PROJECT: **JUNIPER ESTATES**
RESIDENTIAL LAND DEVELOPMENT
2955 N MAIN ST, FLAGSTAFF, AZ
COCONINO COUNTY, ARIZONA

APPLICANT: **RODG DT FLAGSTAFF PROP CO LLC**
8512 BESTRIDE BEND, AUSTIN, TEXAS 78744

TITLE: **OVERALL UTILITY PLAN**

PROJECT NO. 22004
DATE OCTOBER 7, 2022
SHEET ID
REV 0

P:\Shared drives\VPE\22004 FLAGSTAFF TI\Drawings\CORD Sheet\22004 UTILITY PLAN



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AUSTIN, TEXAS 78702
FIRM No. F-23395
viewpointengineering.com

SCALE 1" = 30'
0 15 30

DWN BY: M TOTH
CHK BY: E BEALS

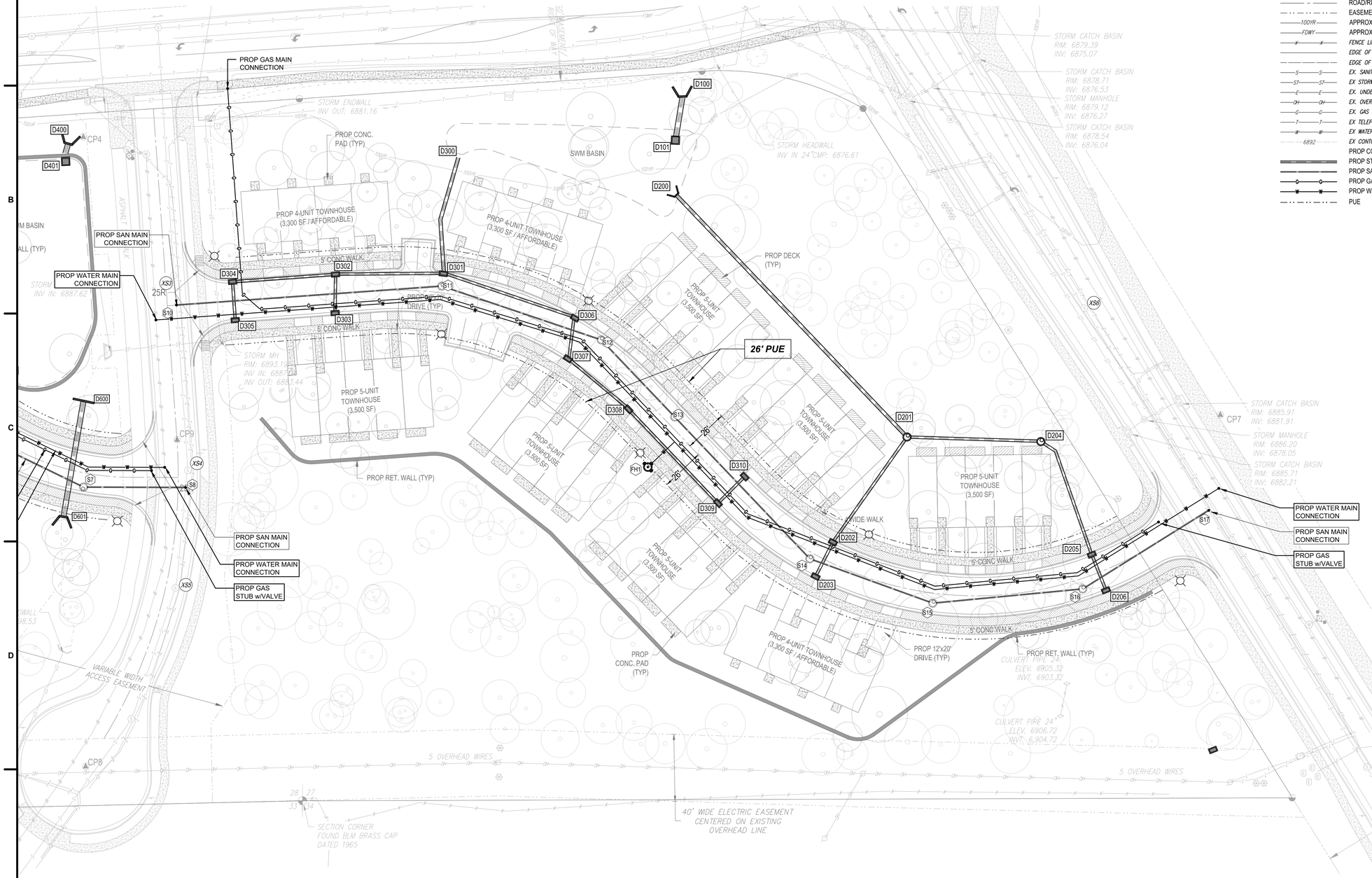
PROJECT: JUNIPER ESTATES
RESIDENTIAL LAND DEVELOPMENT
2951 S. MASONIC LANE
COCONINO COUNTY, ARIZONA

APPLICANT: RODG DT FLAGSTAFF PROP CO LLC
8512 BESTRIDE BEND, AUSTIN, TEXAS 78744

TITLE: UTILITY PLAN (1 OF 2)

PROJECT NO. 22004
DATE OCTOBER 7, 2022
SHEET ID
REV 0

SHEET 11 of 13



LEGEND

- PROPERTY BOUNDARY
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- ULTIMATE RIGHT-OF-WAY
- ROAD/RIGHT-OF-WAY CENTER LINE
- EASEMENT LINE
- 100YR — APPROX. FEMA ZONE AE BOUNDARY
- FDWY — APPROX. FEMA FLOODWAY BOUNDARY
- FENCE LINE
- EDGE OF ASPHALT
- EDGE OF DIRT/GRAVEL
- EX. SANITARY SEWER MAIN
- EX STORM PIPE
- EX. UNDERGROUND ELECTRIC SERVICE LINE
- EX. OVERHEAD WIRE
- EX. GAS SERVICE MAIN
- EX TELEPHONE/COMMUNICATIONS LINE
- EX WATER MAIN
- 6892 — EX CONTOUR ELEVATION LINE
- PROP CONTOUR ELEVATION LINE
- PROP STORM SEWER
- PROP SAN SEWER MAIN
- PROP GAS SERVICE MAIN
- PROP WATER SERVICE MAIN
- PUE

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- EX. WATER VALVE
- EX. FIRE HYDRANT
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- EX. ELECTRIC BOX
- EX. LIGHT POLE
- EX. BOLLARD
- EX. GAS VALVE / LINE MARKER
- EX. SIGN
- EX. CONCRETE PAVEMENT
- CP9 — SURVEY CONTROL POINT
- PROPERTY CORNER
- PROPERTY MONUMENT FOUND
- EX. TREES (PINE, OAK, DECID.)
- D204 — PROP STORM STRUCTURE w/ID
- S16 — PROP SAN STRUCTURE w/ID
- FH1 — PROP FIRE HYDRANT w/ID
- PROP LIGHT POLE
- LANDSCAPE STRIP

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		REVISIONS	

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AUSTIN, TEXAS 78702
FIRM No. F-23395
viewpointengineering.com

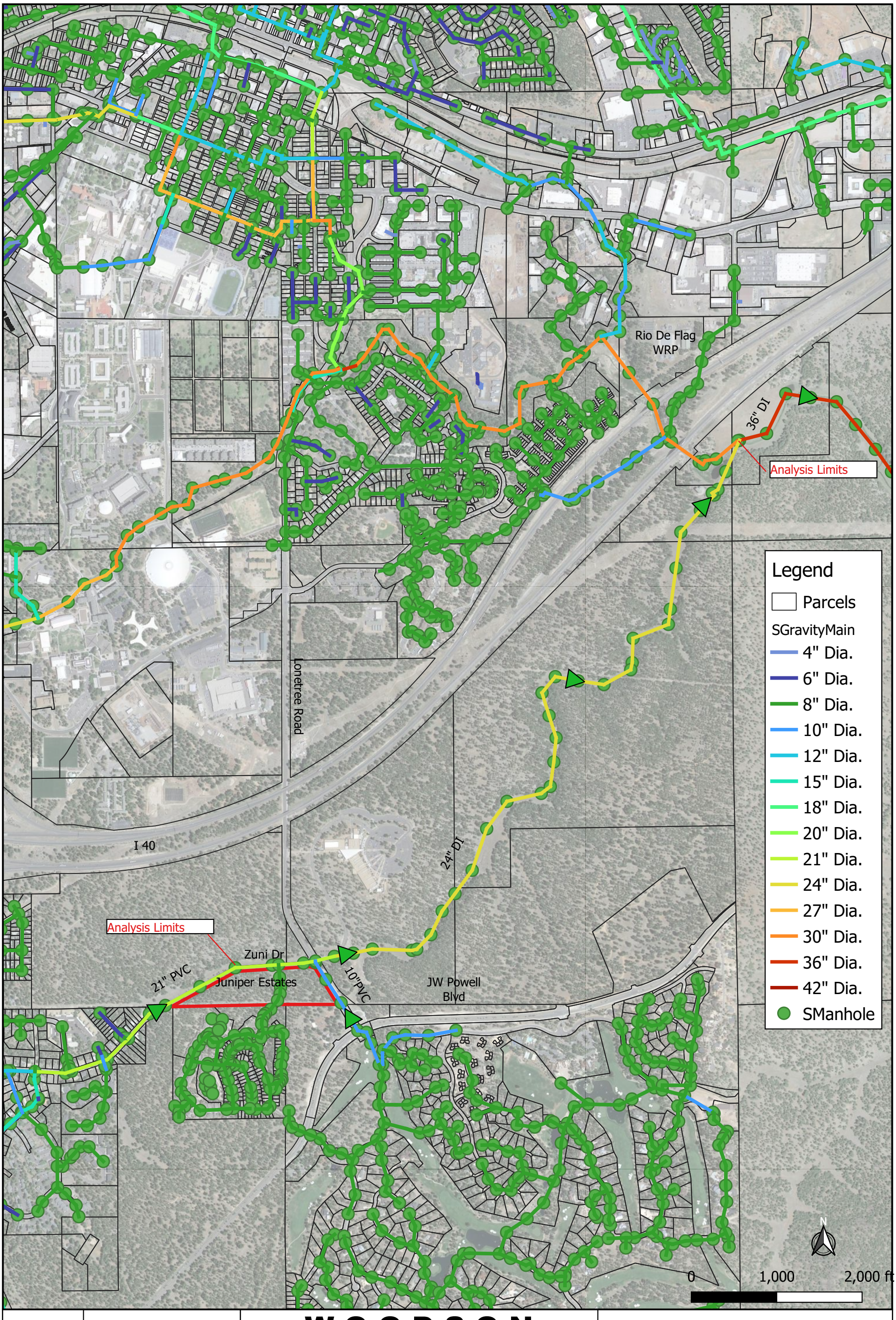
SCALE 1" = 30' (0 15 30)
DWN BY: M TOTH
CHK BY: E BEALS

PROJECT: JUNIPER ESTATES
RESIDENTIAL LAND DEVELOPMENT
2955 S. MILITARY TRAIL
COCONINO COUNTY, ARIZONA

APPLICANT: RODG DT FLAGSTAFF PROP CO LLC
8512 BESTRIDE BEND, AUSTIN, TEXAS 78744

TITLE: UTILITY PLAN (2 OF 2)

PROJECT NO. 22004
DATE OCTOBER 7, 2022
SHEET ID
REV 0



PROJ # 122802

ARDURRA

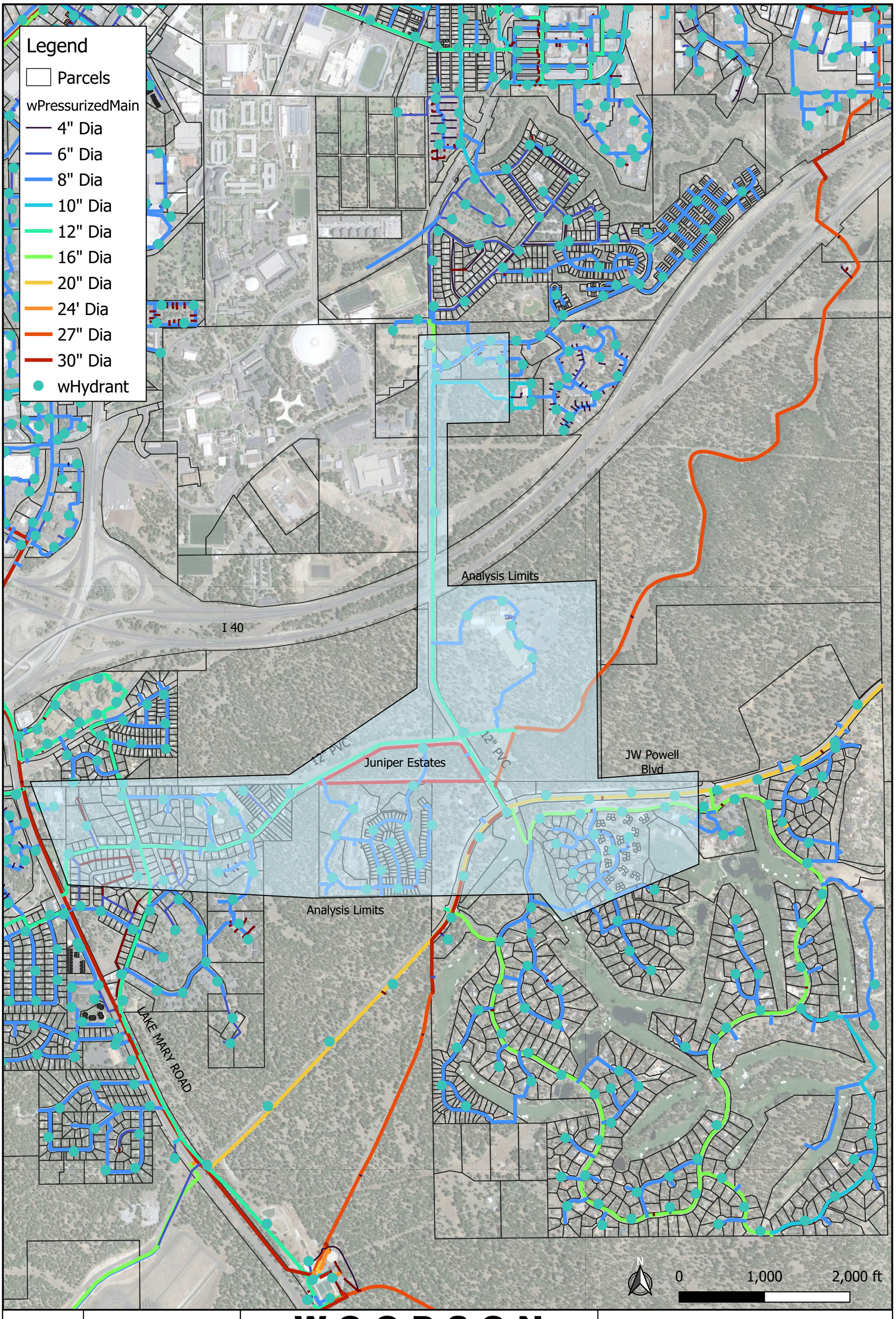
W O O D S O N

ENGINEERING AND SURVEYING

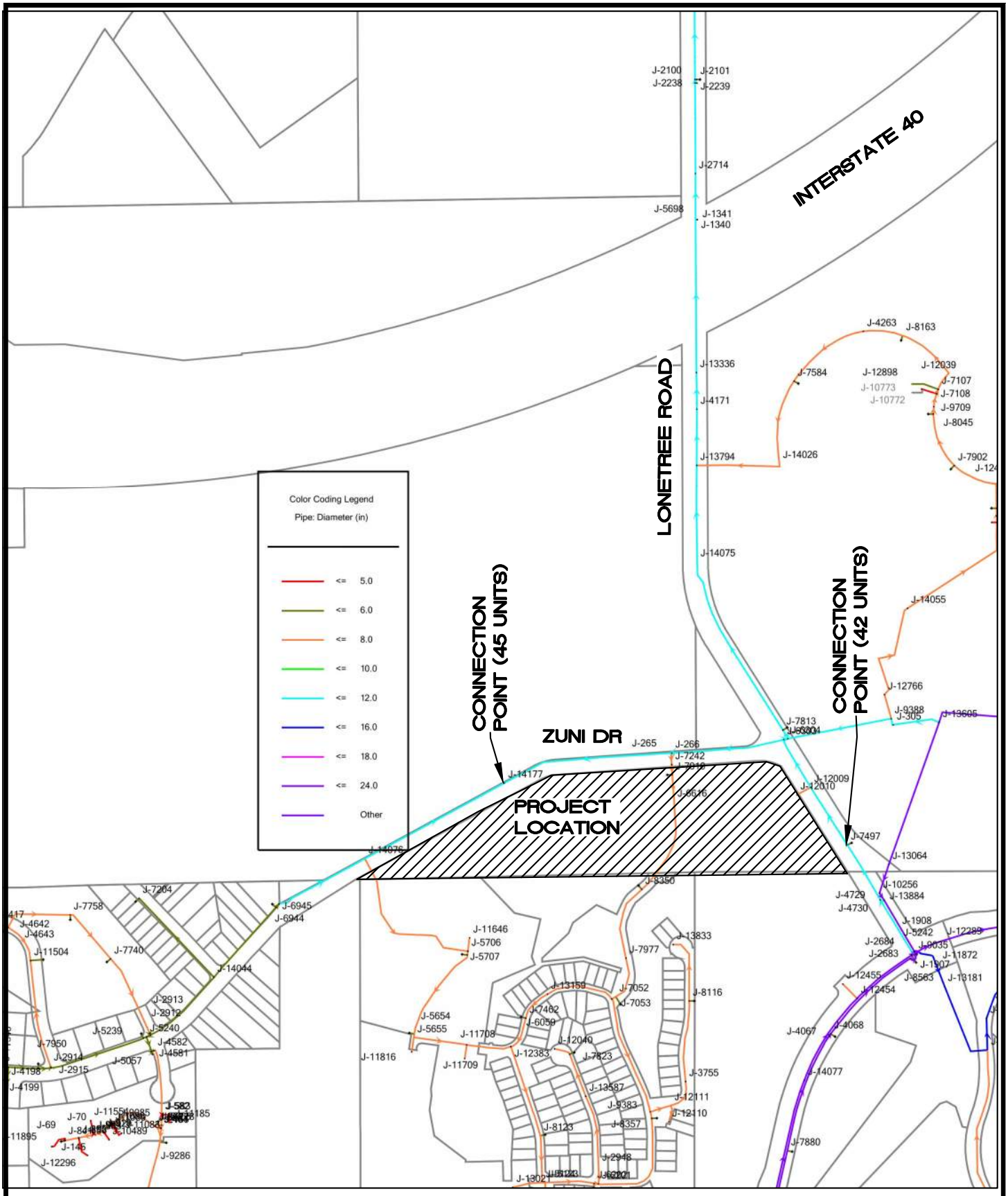
124 N ELDEN ST.
FLAGSTAFF, AZ 86001
PHONE: (928) 774-4636 WWW.ARDURRA.COM

EXHIBIT 2

Juniper Estates
FLAGSTAFF SEWER GIS MAP

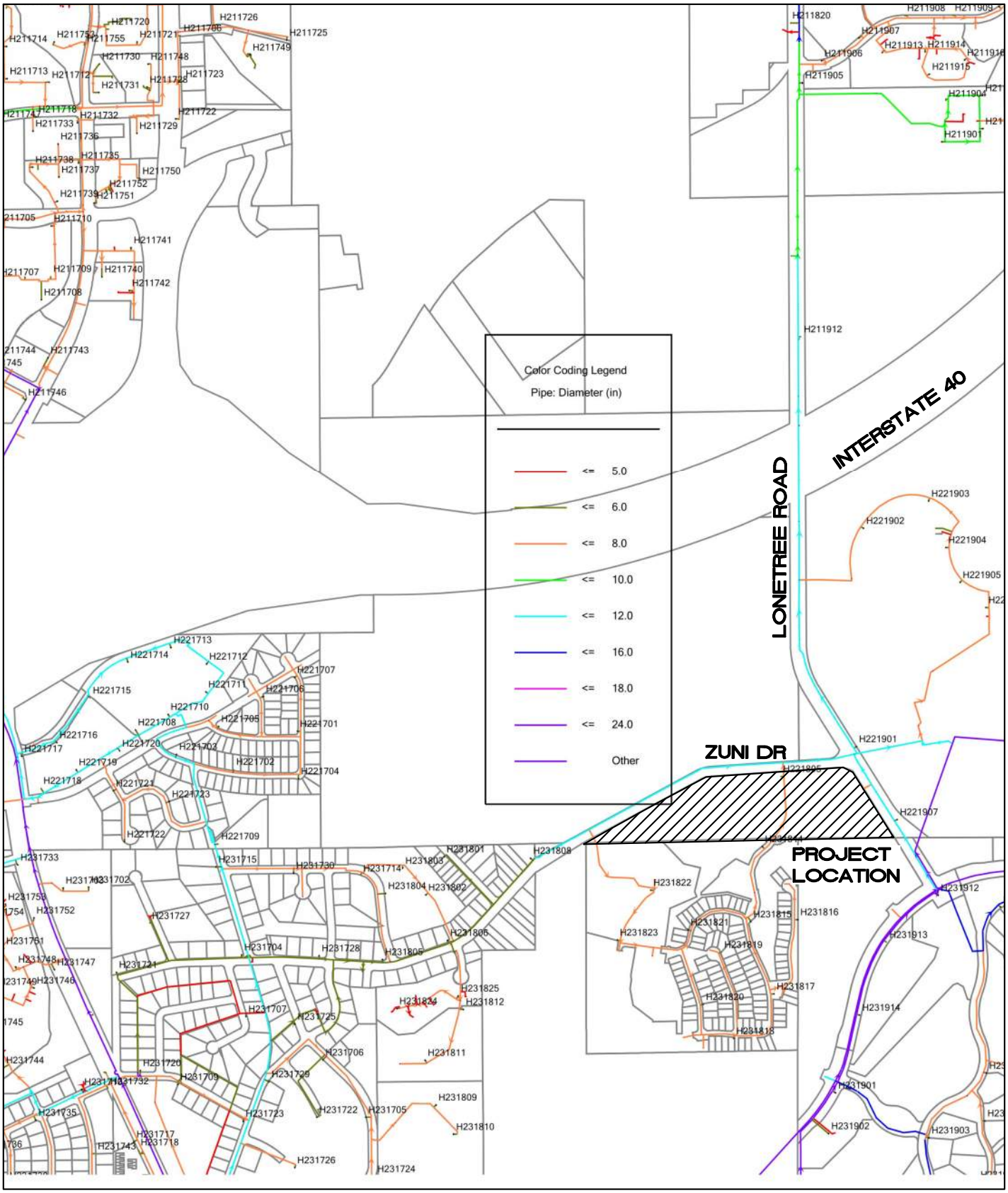


PROJ # 122802	ARDURRA	**WOODSON** ENGINEERING AND SURVEYING 124 N ELDEN ST. FLAGSTAFF, AZ 86001 PHONE: (928) 774-4636 www.ardurra.com	**EXHIBIT 3** **JUNIPER ESTATES** **FLAGSTAFF WATER GIS**



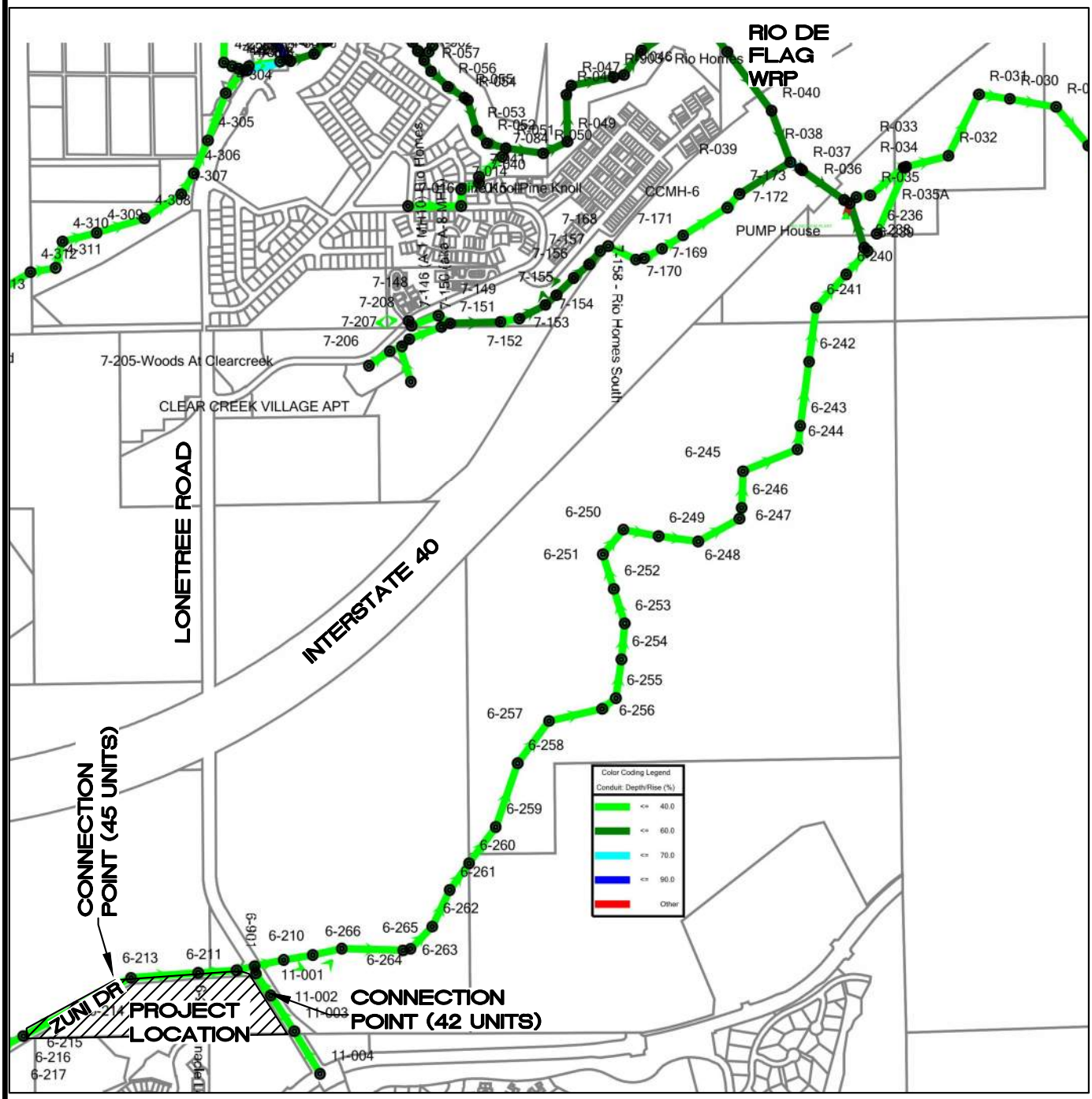
NOT TO SCALE

DRAFTED BY: AAS DATE: 1/24/2023 PROJ. NO.: 122802 FN: GEMS MAPS	**WOODSON** ENGINEERING & SURVEYING (928)774-4636 | WWW.ARDURRA.COM	EXHIBIT 4 WISA JUNIPER ESTATES WATER GEMS JUNCTIONS



NOT TO SCALE

DRAFTED BY: AAS DATE: 1/24/2023 PROJ. NO.: 122802 FN: GEMS MAPS	**WOODSON** ENGINEERING & SURVEYING (928)774-4636 | WWW.ARDURRA.COM	EXHIBIT 5 WISA JUNIPER ESTATES WATER GEMS HYDRANTS



NOT TO SCALE

DRAFTED BY: AAS DATE: 1/24/2023 PROJ. NO.: 122802 FN: GEMS MAPS	**WOODSON** ENGINEERING & SURVEYING (928)774-4636 | WWW.ARDURRA.COM	EXHIBIT 6 WISA JUNIPER ESTATES SEWER GEMS MANHOLES



Appendix A

FlexTable: Junction Table

Label	Elevation (ft)	Demand (gal/min)	Pressure (psi)	Hydraulic Grade (ft)
J-2405	7,000.00	0.00	54.01	7,124.83
J-2406	7,000.00	0.00	54.01	7,124.83
J-9128	6,999.84	0.23	54.08	7,124.83
J-10863	6,999.21	0.00	54.35	7,124.83
J-5739	6,999.14	0.00	54.38	7,124.83
J-9986	6,998.88	0.00	54.49	7,124.83
J-7903	6,998.57	0.00	54.63	7,124.83
J-5380	6,996.06	0.00	55.71	7,124.83
J-10983	6,995.55	0.08	55.94	7,124.83
J-1299	6,995.53	0.00	55.94	7,124.83
J-1300	6,995.43	0.00	55.99	7,124.83
J-7383	6,995.00	0.09	56.17	7,124.83
J-408	6,994.83	0.08	56.24	7,124.83
J-409	6,994.82	0.00	56.25	7,124.83
J-8225	6,994.64	1.21	56.33	7,124.83
J-10100	6,994.52	0.13	56.38	7,124.83
J-856	6,994.08	0.00	56.57	7,124.83
J-857	6,993.76	0.00	56.71	7,124.83
J-5219	6,993.57	0.00	56.79	7,124.83
J-2501	6,992.86	0.00	57.10	7,124.83
J-2500	6,992.80	0.00	57.13	7,124.83
J-13295	6,992.32	0.39	57.33	7,124.83
J-5473	6,991.38	0.00	57.74	7,124.83
J-12602	6,988.00	0.00	59.21	7,124.86
J-1251	6,987.46	0.00	59.43	7,124.83
J-1252	6,987.35	0.00	59.48	7,124.83
J-5448	6,987.05	0.00	59.61	7,124.83
J-6201	6,983.79	0.37	61.04	7,124.86
J-13296	6,983.73	0.15	61.05	7,124.83
J-2948	6,983.66	0.26	61.09	7,124.86
J-6202	6,983.56	0.00	61.14	7,124.86
J-2317	6,983.19	0.00	61.28	7,124.83
J-2318	6,982.95	0.00	61.38	7,124.83
J-5207	6,982.58	0.00	61.55	7,124.83
J-1682	6,982.00	0.00	61.80	7,124.83
J-1683	6,982.00	0.00	61.80	7,124.83
J-5458	6,982.00	0.00	61.80	7,124.83
J-8152	6,981.94	0.00	61.82	7,124.83
J-9485	6,981.59	0.00	61.97	7,124.83
J-8323	6,980.67	0.00	62.37	7,124.83
J-293	6,980.59	0.00	62.41	7,124.83
J-292	6,980.00	0.00	62.66	7,124.83
J-7189	6,979.68	0.00	62.80	7,124.83
J-7580	6,978.93	0.30	63.13	7,124.83
J-5123	6,978.95	0.00	63.13	7,124.86
J-5124	6,978.89	0.00	63.15	7,124.86
J-5736	6,977.53	0.02	63.73	7,124.83
J-691	6,977.15	0.00	63.90	7,124.83
J-690	6,976.83	0.04	64.03	7,124.83
J-13021	6,976.56	0.00	64.17	7,124.86
J-8092	6,975.25	0.04	64.72	7,124.83
J-13992	6,975.19	0.42	64.74	7,124.83
J-11160	6,973.60	0.00	65.43	7,124.82
J-3755	6,973.23	0.44	65.61	7,124.86
J-13587	6,973.13	0.28	65.65	7,124.86

FlexTable: Junction Table

Label	Elevation (ft)	Demand (gal/min)	Pressure (psi)	Hydraulic Grade (ft)
J-5708	6,971.51	0.00	66.34	7,124.83
J-4263	6,971.15	0.00	66.50	7,124.86
J-818	6,970.21	0.00	66.90	7,124.83
J-817	6,969.82	0.00	67.07	7,124.83
J-8357	6,969.44	0.37	67.25	7,124.86
J-12110	6,969.40	0.42	67.26	7,124.86
J-12111	6,968.34	0.00	67.72	7,124.86
J-7823	6,968.12	0.11	67.81	7,124.86
J-7584	6,967.65	0.00	68.01	7,124.86
J-12488	6,967.47	0.00	68.09	7,124.86
J-5175	6,967.03	0.00	68.27	7,124.83
J-9383	6,967.05	0.55	68.28	7,124.86
J-8116	6,967.03	0.29	68.29	7,124.86
J-716	6,966.53	0.00	68.49	7,124.83
J-12898	6,966.25	0.00	68.62	7,124.86
J-12040	6,966.07	0.00	68.70	7,124.86
J-717	6,966.02	0.00	68.71	7,124.83
J-5699	6,966.00	0.00	68.72	7,124.83
J-8045	6,966.00	0.00	68.73	7,124.86
J-8019	6,966.00	0.00	68.73	7,124.86
J-9709	6,965.95	0.00	68.75	7,124.86
J-11816	6,965.84	0.00	68.80	7,124.86
J-7902	6,965.76	0.00	68.83	7,124.86
J-7108	6,965.47	0.00	68.96	7,124.86
J-8163	6,965.45	0.00	68.97	7,124.86
J-7107	6,965.33	0.00	69.02	7,124.86
J-12039	6,965.30	0.00	69.04	7,124.86
J-8018	6,964.90	0.00	69.21	7,124.86
J-8123	6,964.83	0.00	69.24	7,124.86
J-8255	6,964.45	0.00	69.40	7,124.86
J-7880	6,961.18	0.00	70.82	7,124.87
J-13833	6,960.78	0.14	70.99	7,124.86
J-5655	6,959.85	0.00	71.39	7,124.86
J-5654	6,959.79	0.00	71.42	7,124.86
J-7404	6,958.95	0.00	71.77	7,124.84
J-6652	6,956.96	0.00	72.62	7,124.81
J-7758	6,955.99	0.00	73.07	7,124.88
J-11138	6,955.56	0.00	73.24	7,124.84
J-4076	6,954.33	0.00	73.76	7,124.82
J-4077	6,954.16	0.00	73.84	7,124.82
J-12417	6,953.20	0.41	74.28	7,124.88
J-6059	6,953.09	0.00	74.32	7,124.86
J-4642	6,952.33	0.00	74.66	7,124.88
J-5707	6,952.00	0.00	74.79	7,124.86
J-4643	6,951.82	0.00	74.88	7,124.88
J-5706	6,951.57	0.00	74.97	7,124.86
J-7462	6,951.50	0.00	75.01	7,124.86
J-10221	6,951.33	0.07	75.09	7,124.89
J-6454	6,950.40	0.47	75.49	7,124.89
J-11646	6,949.87	0.00	75.71	7,124.86
J-7740	6,949.64	0.02	75.82	7,124.88
J-7058	6,949.56	0.92	75.86	7,124.89
J-11975	6,948.96	0.18	76.10	7,124.84
J-11709	6,948.61	0.00	76.26	7,124.86
J-14077	6,948.13	0.00	76.47	7,124.86

FlexTable: Junction Table

Label	Elevation (ft)	Demand (gal/min)	Pressure (psi)	Hydraulic Grade (ft)
J-14026	6,946.93	0.00	76.98	7,124.85
J-12383	6,946.79	0.00	77.05	7,124.86
J-13566	6,945.55	0.19	77.59	7,124.89
J-11708	6,944.97	0.00	77.83	7,124.86
J-11976	6,944.66	0.00	77.96	7,124.84
J-1224	6,943.93	0.00	78.30	7,124.91
J-4171	6,943.68	0.00	78.38	7,124.85
J-1225	6,943.74	0.00	78.38	7,124.91
J-13159	6,942.59	0.18	78.86	7,124.86
J-13336	6,941.19	0.00	79.46	7,124.85
J-7053	6,937.20	1.22	81.19	7,124.86
J-7052	6,936.61	0.12	81.45	7,124.86
J-4067	6,936.24	0.00	81.61	7,124.87
J-4068	6,935.72	0.00	81.84	7,124.87
J-13794	6,935.40	0.00	81.97	7,124.85
J-11504	6,934.97	8.04	82.17	7,124.88
J-13137	6,934.92	0.00	82.17	7,124.85
J-12289	6,931.85	0.00	83.50	7,124.85
J-11872	6,929.36	0.00	84.58	7,124.85
J-12454	6,929.36	0.00	84.58	7,124.86
J-9035	6,929.32	0.00	84.60	7,124.85
J-1908	6,929.16	0.00	84.68	7,124.87
J-1907	6,929.11	0.00	84.70	7,124.87
J-5242	6,928.99	0.00	84.75	7,124.87
J-2684	6,928.90	0.00	84.78	7,124.85
J-2683	6,928.79	0.00	84.83	7,124.85
J-8563	6,928.54	0.00	84.94	7,124.87
J-12455	6,928.40	0.00	85.00	7,124.86
J-7977	6,927.77	0.00	85.27	7,124.86
J-14055	6,926.86	0.00	85.67	7,124.87
J-12296	6,926.87	0.06	85.67	7,124.87
J-3601	6,921.64	0.00	87.91	7,124.82
J-11083	6,921.55	0.38	87.97	7,124.87
J-3135	6,919.73	0.00	88.74	7,124.82
J-3136	6,919.69	0.00	88.75	7,124.82
J-3147	6,919.68	0.00	88.76	7,124.82
J-896	6,919.16	0.00	89.00	7,124.87
J-9085	6,919.14	0.28	89.01	7,124.87
J-516	6,918.92	0.00	89.08	7,124.82
J-515	6,918.77	0.00	89.15	7,124.82
J-895	6,918.44	0.00	89.32	7,124.87
J-4730	6,917.59	0.00	89.68	7,124.87
J-4729	6,917.54	0.00	89.70	7,124.87
J-13884	6,916.84	0.00	90.00	7,124.87
J-8844	6,916.39	0.67	90.21	7,124.90
J-841	6,915.77	0.00	90.47	7,124.87
J-70	6,915.71	0.00	90.50	7,124.87
J-1089	6,915.64	0.11	90.53	7,124.87
J-69	6,915.46	0.00	90.61	7,124.87
J-1088	6,915.22	0.00	90.71	7,124.87
J-145	6,915.14	0.00	90.74	7,124.87
J-10256	6,915.03	0.00	90.79	7,124.87
J-12653	6,914.83	0.00	90.85	7,124.82
J-8845	6,914.62	0.00	90.98	7,124.90
J-6522	6,913.28	0.00	91.56	7,124.90

FlexTable: Junction Table

Label	Elevation (ft)	Demand (gal/min)	Pressure (psi)	Hydraulic Grade (ft)	
J-6521	6,912.94	0.16	91.70	7,124.90	
J-7389	6,912.92	0.27	91.71	7,124.90	
J-9286	6,912.89	1.74	91.72	7,124.87	
J-10489	6,912.35	0.00	91.95	7,124.87	
J-7204	6,911.59	0.94	92.28	7,124.87	
J-13181	6,911.16	0.00	92.46	7,124.85	
J-8350	6,910.79	0.00	92.62	7,124.86	
J-2238	6,909.84	0.00	93.01	7,124.83	
J-2100	6,909.70	0.00	93.07	7,124.83	
J-920	6,909.47	0.00	93.20	7,124.87	
J-868	6,909.39	0.00	93.23	7,124.87	
J-983	6,909.25	0.00	93.29	7,124.87	
J-10636	6,909.09	0.78	93.37	7,124.89	
J-919	6,909.06	0.00	93.37	7,124.87	
J-984	6,908.77	0.71	93.50	7,124.87	
J-6236	6,908.58	0.06	93.59	7,124.90	
J-867	6,908.51	0.00	93.61	7,124.87	
J-11895	6,908.51	0.00	93.61	7,124.87	
J-8160	6,908.44	0.00	93.65	7,124.89	
J-6235	6,908.23	1.11	93.74	7,124.90	
J-2101	6,907.96	0.00	93.83	7,124.83	
J-464	6,907.94	0.00	93.86	7,124.87	
J-2239	6,907.85	0.00	93.87	7,124.83	
J-465	6,907.85	0.00	93.90	7,124.87	
J-5068	6,907.47	0.00	94.06	7,124.87	
J-10797	6,906.94	0.06	94.30	7,124.89	
J-4728	6,906.86	0.00	94.32	7,124.87	
J-361	6,906.69	0.32	94.41	7,124.89	
J-11185	6,905.97	0.00	94.71	7,124.87	
J-14075	6,905.87	0.00	94.75	7,124.86	
J-85	6,905.53	0.51	94.91	7,124.89	
J-86	6,905.48	0.00	94.93	7,124.89	
J-11554	6,904.92	0.00	95.16	7,124.87	
J-583	6,903.70	1.18	95.69	7,124.87	
J-582	6,903.63	0.00	95.72	7,124.87	
J-14131	6,903.15	0.00	95.89	7,124.78	
J-13767	6,903.05	0.95	95.98	7,124.89	
J-13978	6,902.42	0.00	96.22	7,124.81	
J-4089	6,900.21	0.12	97.21	7,124.89	
J-4090	6,899.91	0.00	97.34	7,124.89	
J-7829	6,899.80	0.65	97.39	7,124.90	
J-11144	6,899.31	0.00	97.60	7,124.89	
J-9813	6,899.18	0.08	97.66	7,124.90	
J-8379	6,899.17	0.38	97.66	7,124.89	
J-13977	6,899.00	0.00	97.69	7,124.79	
J-8378	6,898.98	0.64	97.74	7,124.89	
J-13298	6,898.63	0.00	97.89	7,124.89	
J-12884	6,898.19	0.93	98.03	7,124.78	
J-3446	6,898.00	0.69	98.16	7,124.89	
J-5507	6,898.00	0.09	98.16	7,124.89	
J-5508	6,898.00	0.23	98.16	7,124.89	
J-1038	6,898.00	0.06	98.17	7,124.89	
J-1039	6,898.00	0.00	98.17	7,124.89	
J-4509	6,898.00	0.42	98.17	7,124.89	
J-7497	6,897.13	21.88	98.53	7,124.87	New Demand Location

FlexTable: Junction Table

Label	Elevation (ft)	Demand (gal/min)	Pressure (psi)	Hydraulic Grade (ft)	
J-8044	6,896.79	0.29	98.69	7,124.89	
J-3914	6,896.28	0.00	98.91	7,124.89	
J-3913	6,896.13	0.24	98.97	7,124.89	
J-4198	6,896.00	0.00	99.03	7,124.88	
J-4199	6,896.00	0.29	99.03	7,124.88	
J-11540	6,896.00	0.35	99.03	7,124.88	
J-11748	6,895.63	0.00	99.14	7,124.78	
J-7950	6,895.64	0.23	99.18	7,124.88	
J-2914	6,895.14	0.60	99.40	7,124.88	
J-2915	6,895.12	0.00	99.41	7,124.88	
J-4581	6,894.00	0.00	99.89	7,124.88	
J-4582	6,894.00	0.33	99.89	7,124.88	
J-5057	6,894.00	0.34	99.89	7,124.88	
J-2912	6,894.00	0.03	99.89	7,124.88	
J-2913	6,894.00	0.00	99.89	7,124.88	
J-5239	6,894.00	0.36	99.89	7,124.88	
J-5240	6,894.00	0.00	99.89	7,124.88	
J-12291	6,893.18	0.00	100.20	7,124.78	
J-3436	6,893.05	0.00	100.26	7,124.78	
J-3437	6,892.92	0.00	100.31	7,124.78	
J-13064	6,892.52	0.00	100.53	7,124.87	
J-7736	6,892.38	0.00	100.55	7,124.78	
J-6616	6,892.25	0.00	100.64	7,124.86	Connection Point in Masonic Lane
J-11642	6,892.00	0.00	100.71	7,124.78	
J-14044	6,892.00	1.04	100.75	7,124.87	
J-6944	6,891.85	0.19	100.81	7,124.86	
J-6945	6,891.41	0.00	101.01	7,124.86	
J-12550	6,890.99	0.00	101.15	7,124.78	
J-14076	6,889.43	0.00	101.86	7,124.86	
J-12010	6,889.23	0.00	101.95	7,124.87	
J-11681	6,887.63	0.00	102.60	7,124.78	
J-11682	6,886.66	0.00	103.02	7,124.78	
J-14177	6,886.07	23.44	103.31	7,124.86	New Demand Location
J-7910	6,885.37	0.00	103.62	7,124.86	
J-7242	6,884.03	0.00	104.20	7,124.86	
J-34	6,883.27	0.53	104.49	7,124.78	
J-35	6,883.20	0.00	104.52	7,124.78	
J-184	6,882.57	0.00	104.79	7,124.78	
J-265	6,882.32	0.00	104.94	7,124.86	
J-266	6,882.31	3.59	104.94	7,124.86	
J-185	6,882.16	0.00	104.97	7,124.78	
J-12766	6,881.43	0.00	105.33	7,124.87	
J-12009	6,881.20	0.00	105.42	7,124.87	
J-7813	6,880.00	0.00	105.94	7,124.86	
J-6303	6,880.00	0.00	105.94	7,124.87	
J-6304	6,879.96	0.00	105.96	7,124.87	
J-6040	6,879.45	0.00	106.14	7,124.77	
J-6039	6,879.30	0.00	106.20	7,124.77	
J-305	6,876.18	0.00	107.59	7,124.87	
J-500	6,876.00	0.00	107.63	7,124.77	
J-501	6,876.00	0.00	107.63	7,124.77	
J-3554	6,876.00	0.00	107.63	7,124.77	
J-3555	6,876.00	0.00	107.63	7,124.77	
J-12669	6,875.32	0.00	107.93	7,124.77	
J-7767	6,875.28	0.00	107.94	7,124.77	

FlexTable: Junction Table

Label	Elevation (ft)	Demand (gal/min)	Pressure (psi)	Hydraulic Grade (ft)
J-9388	6,875.34	0.00	107.96	7,124.87
J-3581	6,875.11	0.00	108.02	7,124.77
J-2196	6,874.83	0.00	108.14	7,124.77
J-2195	6,874.63	0.00	108.23	7,124.77
J-11982	6,874.00	0.00	108.50	7,124.77
J-13605	6,873.98	0.00	108.55	7,124.87
J-2666	6,873.25	0.00	108.82	7,124.77
J-2667	6,873.06	0.00	108.90	7,124.77
J-11983	6,871.96	4.58	109.38	7,124.77
J-11543	6,871.49	0.00	109.58	7,124.77



Appendix B

FlexTable: Hydrant Table

Label	Zone	Elevation (ft)	Satisfies Fire Flow Constraints?	Fire Flow (Needed) (gal/min)	Fire Flow (Available) (gal/min)	Pressure (Calculated Residual) (psi)	Junction w/ Minimum Pressure (Zone @ Total Flow Needed)
231721	B	6,904.96	True	1,500.00	2,924.17	20.01	181701
221901	B	6,879.34	True	1,500.00	3,500.00	94.23	181701
221902	B	6,970.00	True	1,500.00	3,412.09	20.00	181701
231913	B	6,935.86	True	1,500.00	3,500.00	71.89	181701
211909	B	6,869.71	True	1,500.00	3,500.00	46.66	181701
202101	B	6,863.13	True	1,500.00	3,500.00	51.73	181701
192102	B	6,860.04	True	1,500.00	3,500.00	66.14	181701
192001	B	6,879.89	True	1,500.00	3,500.00	77.52	181701
192129	B	6,859.15	True	1,500.00	3,500.00	71.07	181701
192007	B	6,878.00	True	1,500.00	3,500.00	87.93	181701
231914	B	6,962.09	True	1,500.00	3,500.00	60.96	181701
232009	B	6,956.68	True	1,500.00	3,500.00	63.00	181701
211908	B	6,873.94	True	1,500.00	3,500.00	45.38	181701
192218	B	6,839.90	True	1,500.00	3,500.00	77.84	181701
192022	B	6,878.12	True	1,500.00	3,500.00	83.96	181701
192127	B	6,868.68	True	1,500.00	3,500.00	48.28	181701
192032	B	6,878.00	True	1,500.00	3,500.00	76.91	181701
231729	B	6,901.79	True	1,500.00	3,500.00	75.96	181701
192029	B	6,874.26	True	1,500.00	3,500.00	57.65	181701
201923	B	6,903.05	True	1,500.00	3,500.00	28.55	181701
181929	B	6,891.51	True	1,500.00	3,500.00	44.26	181701
231925	B	6,955.55	True	1,500.00	3,500.00	51.62	181701
231808	B	6,892.00	True	1,500.00	3,500.00	68.05	181701
192116	B	6,864.12	True	1,500.00	3,500.00	51.11	181701
231707	B	6,908.98	True	1,500.00	1,603.21	20.00	181701
241804	B	6,963.54	True	1,500.00	3,500.00	46.52	181701
222003	B	6,991.30	True	1,500.00	3,500.00	42.07	181701
221906	B	6,966.00	True	1,500.00	3,245.56	20.02	181701
231726	B	6,935.67	True	1,500.00	3,500.00	26.05	181701
231708	B	6,927.36	True	1,500.00	3,500.00	44.92	181701
231912	B	6,928.38	True	1,500.00	3,500.00	68.64	181701
192124	B	6,877.46	True	1,500.00	3,500.00	70.42	181701
231719	B	6,906.00	True	1,500.00	3,500.00	62.92	181701
192115	B	6,863.20	True	1,500.00	3,500.00	65.55	181701
192123	B	6,862.39	True	1,500.00	3,500.00	50.02	181701
231722	B	6,910.17	True	1,500.00	1,809.75	20.00	181701
222004	B	6,986.59	True	1,500.00	3,500.00	34.87	181701
231902	B	6,986.60	True	1,500.00	2,839.93	20.01	181701
211910	B	6,863.46	True	1,500.00	3,500.00	51.38	181701
231704	B	6,900.21	True	1,500.00	3,500.00	33.13	181701
192120	B	6,858.00	True	1,500.00	3,500.00	85.18	181701
192031	B	6,877.94	True	1,500.00	3,500.00	84.17	181701
231813	B	7,014.29	True	1,500.00	3,500.00	35.63	181701
192208	B	6,852.86	True	1,500.00	3,500.00	66.31	181701
192216	B	6,852.46	True	1,500.00	3,500.00	72.85	181701
231701	B	6,943.00	True	1,500.00	3,500.00	29.99	181701
211821	B	6,908.58	True	1,500.00	2,969.75	20.00	181701
231706	B	6,901.13	True	1,500.00	3,500.00	50.36	181701
231805	B	6,895.62	True	1,500.00	3,500.00	46.96	181701
231824	B	6,913.60	True	1,500.00	2,272.95	20.00	0
192019	B	6,874.20	True	1,500.00	3,500.00	77.43	181701
222002	B	6,988.47	True	1,500.00	3,500.00	30.44	181701
231926	B	6,979.92	True	1,500.00	3,500.00	52.70	181701

FlexTable: Hydrant Table

Label	Zone	Elevation (ft)	Satisfies Fire Flow Constraints?	Fire Flow (Needed) (gal/min)	Fire Flow (Available) (gal/min)	Pressure (Calculated Residual) (psi)	Junction w/ Minimum Pressure (Zone @ Total Flow Needed)	
231727	B	6,912.90	True	1,500.00	1,924.75	20.00	181701	
211907	B	6,876.00	True	1,500.00	3,500.00	49.60	181701	
221805	B	6,885.80	True	1,500.00	3,500.00	79.31	181701	Masonic Lane and Zuni
192130	B	6,860.00	True	1,500.00	3,500.00	26.80	181701	
202002	B	6,860.69	True	1,500.00	3,500.00	49.88	181701	
192006	B	6,880.16	True	1,500.00	3,500.00	64.90	181701	
231705	B	6,913.01	True	1,500.00	3,500.00	33.57	181701	
221905	B	6,965.42	True	1,500.00	3,167.90	20.01	181701	
232018	B	6,963.96	True	1,500.00	3,500.00	58.84	181701	
241805	B	6,985.00	True	1,500.00	3,500.00	38.97	181701	
192023	B	6,879.13	True	1,500.00	3,500.00	84.59	181701	
192045	B	6,882.00	True	1,500.00	3,228.61	20.00	181701	
231806	B	6,894.00	True	1,500.00	3,500.00	44.52	181701	
221903	B	6,965.41	True	1,500.00	3,186.75	20.02	181701	
231720	B	6,914.00	True	1,500.00	3,500.00	76.45	181701	
181955	B	6,899.67	True	1,500.00	3,500.00	67.97	181701	
192030	B	6,868.24	True	1,500.00	3,500.00	66.24	181701	
201943	B	6,867.76	True	1,500.00	3,500.00	40.65	181701	
231809	B	6,960.13	True	1,500.00	2,393.14	20.01	181701	
192126	B	6,868.83	True	1,500.00	3,500.00	58.03	181701	
222001	B	6,968.00	True	1,500.00	3,500.00	57.70	181701	
231812	B	6,912.11	True	1,500.00	2,427.10	28.64	181701	
192005	B	6,866.81	True	1,500.00	3,500.00	63.71	181701	
192125	B	6,868.89	True	1,500.00	3,500.00	67.14	181701	
192033	B	6,879.22	True	1,500.00	3,500.00	53.59	181701	
221907	B	6,897.86	True	1,500.00	3,500.00	87.17	181701	Near Connection Point at Lonetree Rd
192214	B	6,858.27	True	1,500.00	3,500.00	47.58	181701	
211912	B	6,902.72	True	1,500.00	3,500.00	65.11	181701	
231901	B	6,969.96	True	1,500.00	3,500.00	56.20	181701	
211820	B	6,896.64	True	1,500.00	3,500.00	33.60	181701	
231731	B	6,911.36	True	1,500.00	3,500.00	66.81	181701	
192021	B	6,877.61	True	1,500.00	3,500.00	72.34	181701	
192217	B	6,846.43	True	1,500.00	3,500.00	75.30	181701	
192114	B	6,863.96	True	1,500.00	3,500.00	63.80	181701	
202003	B	6,864.44	True	1,500.00	3,500.00	55.64	181701	
231810	B	6,963.18	True	1,500.00	2,110.05	20.00	181701	
231801	B	6,913.74	True	1,500.00	1,780.71	20.01	181701	
202001	B	6,862.07	True	1,500.00	3,500.00	60.01	181701	
192128	B	6,868.00	True	1,500.00	3,500.00	51.06	181701	
192122	B	6,865.86	True	1,500.00	3,500.00	41.30	181701	
231927	B	6,973.61	True	1,500.00	3,500.00	43.27	181701	
211906	B	6,884.61	True	1,500.00	3,500.00	48.11	181701	
201802	B	6,911.16	True	1,500.00	3,500.00	26.11	181701	
231811	B	6,942.40	True	1,500.00	2,004.23	20.01	181701	
192046	B	6,879.86	True	1,500.00	3,500.00	36.73	181701	
192020	B	6,878.00	True	1,500.00	3,500.00	80.96	181701	
231802	B	6,949.26	True	1,500.00	3,500.00	22.98	181701	
231709	B	6,913.18	True	1,500.00	3,500.00	76.07	181701	
231728	B	6,896.86	True	1,500.00	3,500.00	37.68	181701	
202004	B	6,865.35	True	1,500.00	3,500.00	28.91	181701	
231825	B	6,906.18	True	1,500.00	2,686.22	20.02	0	
192118	B	6,873.14	True	1,500.00	3,500.00	65.96	181701	
211911	B	6,865.98	True	1,500.00	3,500.00	48.08	181701	

FlexTable: Hydrant Table

Label	Zone	Elevation (ft)	Satisfies Fire Flow Constraints?	Fire Flow (Needed) (gal/min)	Fire Flow (Available) (gal/min)	Pressure (Calculated Residual) (psi)	Junction w/ Minimum Pressure (Zone @ Total Flow Needed)
192219	B	6,839.33	True	1,500.00	3,500.00	77.78	181701
231903	B	6,962.62	True	1,500.00	3,500.00	58.28	181701
231723	B	6,903.99	True	1,500.00	3,500.00	80.34	181701
231725	B	6,899.79	True	1,500.00	3,500.00	39.45	181701
221904	B	6,966.00	True	1,500.00	3,130.48	20.02	181701
231724	B	6,916.50	True	1,500.00	3,500.00	37.19	181701
211905	B	6,890.74	True	1,500.00	3,500.00	56.72	181701
192209	B	6,852.12	True	1,500.00	3,500.00	57.43	181701



Appendix C

Title: FlexTable: Conduit Table

Label	Diameter (in)	Material	Manning's n	Start Node	Invert (Start) (ft)	Stop Node	Invert (Stop) (ft)	Slope (Calculated) (ft/ft)	Flow (gpd)	Depth/Rise (%)	Capacity (Full Flow) (gpd)	
1832	10.0	Ductile Iron	0.013	11-003	6,891.77	11-004	6,902.00	0.027	334,031.00	31.7	2,329,462.69	
1831	10.0	Ductile Iron	0.013	11-002	6,872.17	11-003	6,891.77	0.060	334,031.00	38.2	3,477,364.34	Juniper Estates Loading Location
1830	10.0	PVC	0.010	11-001	6,871.01	11-002	6,872.17	0.006	347,812.00	36.3	1,391,515.89	
1829	10.0	PVC	0.010	11-001	6,871.01	6-901	6,868.78	0.039	347,812.00	58.0	3,641,012.73	
5810	21.0	PVC	0.010	6-215	6,877.05	6-214	6,875.56	0.003	1,408,958.50	29.8	7,568,351.92	
5811	21.0	PVC	0.010	6-214	6,875.56	6-213	6,873.32	0.005	1,408,958.50	30.5	9,210,002.09	
5812	21.0	PVC	0.010	6-213	6,873.32	6-212 Pinnacle Load	6,871.25	0.004	1,423,724.55	31.2	8,464,646.75	Juniper Estates Loading Location
5813	21.0	PVC	0.010	6-212 Pinnacle Load	6,871.25	6-211	6,869.49	0.006	1,526,849.46	28.9	10,335,311.12	
5814	21.0	PVC	0.010	6-211	6,869.49	6-901	6,868.78	0.005	1,526,849.46	34.3	9,480,337.60	
5815	21.0	PVC	0.010	6-901	6,868.78	6-210	6,867.65	0.005	2,041,263.45	34.2	9,434,233.24	
5816	24.0	PVC	0.010	6-210	6,867.65	6-266	6,864.50	0.014	2,045,013.48	25.7	22,539,024.00	
5817	24.0	PVC	0.010	6-266	6,864.50	6-265	6,861.45	0.014	2,045,013.48	25.8	22,129,036.18	
5818	24.0	PVC	0.010	6-265	6,861.45	6-264	6,856.55	0.011	2,045,013.48	26.5	19,489,869.00	
5819	24.0	PVC	0.010	6-264	6,856.55	6-263	6,856.05	0.009	2,045,013.48	27.2	17,801,287.43	
5820	24.0	PVC	0.010	6-263	6,856.05	6-262	6,853.05	0.013	2,045,013.48	26.0	21,429,323.65	
5821	24.0	PVC	0.010	6-262	6,853.05	6-261	6,851.25	0.006	2,045,013.48	28.2	14,529,970.50	
5822	24.0	PVC	0.010	6-261	6,851.25	6-260	6,850.02	0.005	2,045,013.48	28.8	13,331,726.32	
5823	24.0	PVC	0.010	6-260	6,850.02	6-259	6,848.35	0.005	2,045,013.48	28.8	13,262,182.92	
5824	24.0	PVC	0.010	6-259	6,848.35	6-258	6,844.05	0.008	2,045,013.48	27.1	17,418,192.49	
5825	24.0	PVC	0.010	6-258	6,844.05	6-257	6,838.65	0.014	2,045,013.48	25.8	22,139,060.25	
5826	24.0	PVC	0.010	6-257	6,838.65	6-256	6,833.05	0.013	2,045,013.48	25.8	22,078,715.51	
5827	24.0	PVC	0.010	6-256	6,833.05	6-255	6,831.05	0.015	2,045,013.48	25.5	23,307,356.32	
5828	24.0	PVC	0.010	6-255	6,831.05	6-254	6,824.75	0.021	2,045,013.48	24.7	27,681,899.55	
5830	24.0	PVC	0.010	6-254	6,824.75	6-253	6,823.15	0.006	2,045,013.48	28.2	14,524,077.18	
5831	24.0	PVC	0.010	6-253	6,823.15	6-252	6,821.32	0.007	2,045,013.48	27.8	15,504,688.17	
5832	24.0	PVC	0.010	6-252	6,821.32	6-251	6,819.47	0.007	2,045,013.48	27.8	15,560,916.11	
5833	24.0	PVC	0.010	6-251	6,819.47	6-250	6,817.75	0.007	2,045,013.48	27.6	15,957,804.81	
5834	24.0	PVC	0.010	6-250	6,817.75	6-249	6,816.35	0.005	2,045,013.48	28.6	13,635,887.33	
5835	24.0	PVC	0.010	6-249	6,816.35	6-248	6,814.75	0.005	2,045,013.48	28.5	13,811,553.03	

Title: FlexTable: Conduit Table

Label	Diameter (in)	Material	Manning's n	Start Node	Invert (Start) (ft)	Stop Node	Invert (Stop) (ft)	Slope (Calculated) (ft/ft)	Flow (gpd)	Depth/Rise (%)	Capacity (Full Flow) (gpd)
5840	24.0	PVC	0.010	6-248	6,814.75	6-247	6,811.05	0.010	2,045,013.48	26.5	19,322,494.26
5841	24.0	PVC	0.010	6-247	6,811.05	6-246	6,810.55	0.006	2,045,013.48	28.1	14,663,890.11
5842	24.0	PVC	0.010	6-246	6,810.55	6-245	6,808.25	0.008	2,045,013.48	27.2	17,134,622.41
5843	24.0	PVC	0.010	6-245	6,808.25	6-244	6,804.95	0.007	2,045,013.48	27.5	16,367,441.70
5844	24.0	PVC	0.010	6-244	6,804.95	6-243	6,802.85	0.012	2,045,013.48	26.2	20,472,656.43
5845	24.0	PVC	0.010	6-243	6,802.85	6-242	6,797.65	0.011	2,045,013.48	32.7	19,579,764.78
5846	24.0	Ductile Iron	0.012	6-242	6,797.65	6-241	6,796.55	0.003	2,077,826.56	35.1	8,164,296.42
5847	24.0	Ductile Iron	0.012	6-241	6,796.55	6-240	6,795.74	0.002	2,122,451.55	35.7	7,730,821.45
5848	24.0	Ductile Iron	0.012	6-240	6,795.74	6-239	6,795.15	0.002	2,122,451.55	33.6	7,836,823.70
4792	24.0	Ductile Iron	0.012	6-239	6,795.15	6-238	6,794.50	0.019	2,122,451.55	26.7	21,899,783.02
4793	24.0	PVC	0.010	6-238	6,794.50	PUMP House	6,791.15	0.009	2,122,451.55	40.1	18,489,476.32

STORMWATER MANAGEMENT REPORT

January 2023

Revised: -

Juniper Estates – PZ-22-000109-01

2951 S Masonic Ln
Flagstaff, Arizona, 86005

Prepared for
RedOak Development Group, LLC
2121 East 6th Street, Suite 203
Austin, TX 78702

Prepared By:
ViewPoint Engineering
2121 East 6TH Street, Suite 203
Austin, TX 78702
VPE Project No: **22004**

PRELIMINARY

ViewPoint Engineering

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ViewPoint Engineering

1.0 INTRODUCTION

Red Oak Development Group, LLC (RODG) is proposing the development of the property located at 2651 S Masonic LN. Juniper Estates is an 87-unit townhome/condominium residential community. The project site is ±13.82 gross acres with ±5.12 acres developed.

The property in questions is further identified parcel number 103-26-002-D. A project location map can be found in the appendix.

Tract Area: **13.82 acres**
Limit of Disturbance: **5.12 acres**

1.1 LEGAL DESCRIPTION

The land referred to herein below is situated in the county of Coconino, state of Arizona, and is described as follows:

A tract of land in the Southeast quarter of Section 28 and in the Southwest quarter of the Southwest quarter of Section 27, Township 21 Norther, Range 7 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, more particularly described as follows:
BEGINNING at the Southeast corner of said Section 28;
Thence South 89° 13’00” West, a distance of 1321.47 feet along the Section line to the Southwest corner of the Southeast quarter of the Southeast quarter of said Section 28;
Thence South 89° 13’00” West, a distance of 24.80 feet along the Section line to the intersection of the Southerly right-of-way line of Zuni Drive as described in Docket 350, page 203 of the Coconino County Records.
Thence along said Southerly right-of-way line as follows:
North 61° 32’00” East, a distance of 826.32 feet;
Thence along a curve to the right having a radius of 170.00 feet and having a central angle of 24° 32’00” a distance of 72.30 feet;
Thence North 86° 04’00” East, a distance of 549.48 feet to a point on the East line of said Section 28;
Thence North 86° 04’00” East, a distance of 241.41 feet;
Thence along a curve to the right having a radius of 170.00 feet and having a central angle of 33° 52’00”, a distance of 100.42 feet, said curve having tangents bearing North 86° 04’00” East and South 60° 02’00” East, to the Westerly right-of-way line of Lone Tree Road;
Thence South 32° 00’00” East along said Westerly right-of-way line, a distance of 502.08 feet to the Southerly line of said Section 27;

Thence South 89° 48’00” West along Section line, a distance of 601.21 feet to the POINT OF BEGINNING.

1.2 Existing Conditions

The site is currently an existing undeveloped parcel that is densely wooded with pine trees. The ground is rocky with moderate grass coverage. The site has steep slopes that slope towards the north and northwest directing most of the surface runoff towards Zuni Drive and to Masonic Lane. Surface runoff is sheet flow and shallow concentrated flow throughout the site. A single analysis point is representative of the site as all the flow converges to a single point and flows under Zuni Drive after leaving the site. The site zoning does have an RPO layer, both tree and slope preservation have been considered and maintained in this development. To the south of the site is the Pinnacle Pines development consisting of townhomes. To west of the site is National Forest. To the north and the east of the site is vacant undeveloped land that has been purchased by the board of regents for Northern Arizona University. The site currently is intersected with an underground pipe conveying the flow of the upstream development, Pinnacle Pines. These flows have been included in the analysis.

1.3 Proposed Conditions

This report identifies and quantifies the existing runoff conditions and estimates future runoff conditions based on the proposed development. Juniper Estates will comprise of new streets, town homes, open spaces, a nature trail, and sidewalks. Analysis of the proposed site conditions will be utilized to manage and plan development to reduce negative impacts on the proposed homes as well as the existing upstream and downstream developments. Any estimated increases in runoff rates will be mitigated.

1.4 Receiving Waters

The SITE is within the Lower Bow and Arrow Wash. Runoff from the site is intercepted to nearby bow and arrow stream. Bow and arrow stream continues northeast and flows into Rio De Flag.

1.5 Project Area Soils

The site was evaluated using the latest soil survey information and mapped accordingly. The soil types for this site were obtained from the United States Department of Agriculture NRCS Web Soil Survey and a custom report generated (see Appendix). The mapped area extended beyond the property boundary line to ensure adequate coverage of the site.

Table 1: Site Soils

Description	Slopes	Hydrologic Soil Group	Acres of Site
Jacques Clay Loam	0% - 2%	C	0.001
Lynx Loam	0% - 2%	B	2.5
Tortugas-Daze Complex	0% - 15%	D	1.5
Tortugas Cobbly and Gravelly Loam	15% - 30%	D	9.7

1.6 FLOODPLAINS

The site does lie within a regulated flood area. FEMA's Flood Insurance Rate Map for Coconino County, AZ designates the site and surrounding area as "Zone X" or "Areas determined to be outside the 0.2% (500-year) annual chance floodplain" (see Map in Appendix). The northeast corner of the site is in the "Zone AE" or "Areas determined to be within the 0.1% (100-year) annual chance floodplain". Per the City of Flagstaff's resource protection plan there will be no disturbance to the flood plain.

1.7 WETLANDS

There are no wetlands located on site.

2.0 OBJECTIVES AND PROCEDURES

2.1 SUMMARY AND PURPOSE

This report is in relation to the new development of Juniper Estates. The analysis was performed, and this report was written, during the site plan development phase of the project. This report is also pertinent to the rezoning process which will accompany this project.

2.2 DESIGN CRITERIA

The stormwater design standards for the development are set forth by The City of Flagstaff Stormwater Management Design Manual and The City of Flagstaff Low impact Development Manual. Specific design standards and project site conditions are as follows:

2.2-1 CITY OF FLAGSTAFF STORMWATER MANAGEMENT DESIGN MANUAL

1. §8.1 Storage and Detention Facilities: Detention facility storage volume shall be adequate to attenuate the post-development peak discharge rates to pre-development discharge rates for the 2, 10, and 100-year design storms. Reservoir routing calculations must be used to demonstrate that the storage volume is adequate. Detention facility outlet structure release rates shall be less than the pre-development peak runoff rates for the 2, 10, and 100-year storm events, with emergency overflow provisions. Design calculations are required to demonstrate that developed runoff from the 2, 10, and 100-year design storms are controlled. The total combined post-development discharge from a development cannot exceed the total pre-development peak discharge for the 2, 10, and 100-year storms. Drainage flows of all frequencies shall enter and depart the property to be developed in substantially the same manner as under the pre-developed condition.

2. §9.1 Low Impact Development Requirements for Infiltration and Reuse of Stormwater: Developments will be required to retain/infiltrate one (1) inch of runoff from all additional impervious surfaces.

2.2-2 City of Flagstaff Low Impact Development Manual

1. §2.7 Types of ROCV Facilities: Draining impervious areas over vegetated buffers slows down runoff and encourages infiltration, in effect reducing the impact of the impervious area. Runoff from 100-percent of the impervious surfaces of a site must flow through a properly designed installation of one or more of the ROCV IMPs that are listed herein. Alternate designs may be considered, but they must have equivalent functional requirements of these IMPs, including ROCV and its drain times.

2.3 Methodology

The SCS method was utilized to analyze the pre-development and pos-development stormwater flows. The computer program “Hydrocad” Ver. 10 by “Hydrocad Software Solutions LLC” was used to calculate and plot the runoff hydrographs. The SCS Method incorporates the time of concentration, runoff coefficients, the 24-hour rainfall, and associated drainage area to calculate the runoff rates. Input values were obtained from existing and proposed site conditions and the City of Flagstaff Stormwater Management Design Manual.

2.3-1 Curve Number (CN)

The conveyance systems have been designed using the SCS equations to determine peak runoff rates within the systems. The cover conditions within the respective structure/systems drainage

area were analyzed. The curve numbers used in analysis were obtained from ADWR, *Oak Creek Flood Warning System Hydrology Report, TR 90-4, September 1990* and USDA, SCS TR -55, "*Urban hydrology for Small Watersheds"*, June 1986, per the City of Flagstaff Stormwater Management Design Manual. See Appendix for the tables used.

Table 2: SCS Curve Numbers

Cover Type	Hydrologic Soil Group	Curve Numbers (CN)
Ponderosa Pine	D	80
Residential 1/8 Acre (Townhomes)	D	92

2.3-2 TIME OF CONCENTRATION (TOC)

Time of concentrations were determined based on the methodology specified in the USDA Urban Hydrology for Small Watersheds (TR55) manual. A minimum time of concentration of 5 minutes has been utilized and a maximum of 60 minutes per the City of Flagstaff Stormwater Management Design Manual.

2.3-3 DESIGN STORM RAINFALL

Design storm rainfall intensities were taken from table 3-2 of The City of Flagstaff SWM Design Manual.

Table 3: City of Flagstaff Rainfall Intensities (in/hr)

Duration	Frequency (YR)					
	2	5	10	25	50	100
5-min	3.96	5.04	5.76	6.84	7.68	8.52
10-min	3.06	3.90	4.50	5.34	6.00	6.66
15-min	2.48	3.20	3.48	4.40	4.92	5.48
30-min	1.58	2.06	2.40	2.86	3.22	3.58
1-hour	0.95	1.25	1346	1.76	1.98	2.21
2-hour	0.56	0.73	0.85	1.02	1.15	1.28
3-hour	0.41	0.53	0.62	0.74	0.83	0.92
6-hour	0.24	0.31	0.36	0.43	0.48	0.53
12-hour	0.14	0.19	0.21	0.26	0.29	0.32
24-hour	0.08	0.11	0.12	0.15	0.17	0.18

2.3-4 RUNOFF HYDROGRAPH

Hydrographs for the 1-yr, 10-yr, and 100-yr storms were computed with the SCS TR-55 Method utilizing Hydrocad version 10.0 software and the weighted CN's and time of concentration values computed as mentioned above. See the runoff hydrograph in the Appendix of this report for details.

3.0 HYDROLOGY

3.1 PEAK RATE ANALYSIS

Pre-Development Drainage Area 1: Runoff from the Existing conditions of Drainage Area 1 flows via sheet flow for approximately 300 feet before beginning to form shallow concentrated flow. The flows are then intercepted by the storm sewer system of the Pinnacle Pines development and routed downstream onto the Juniper Estates project area. Then the upstream flows are combined with the flows on the West side of Masonic Lane. The combined flows then cross underneath Masonic Lane. The combined flow then converges with the flows from the East side of Masonic Lane and travel to the discharge point #1.

Post-Development: The post-development drainage areas and are described as follows (refer to the drainage area maps in the appendix):

- Proposed DA 1: This area consists of the upstream development, Pinnacle Pines, and the areas on site which will not be routed through the storm system.
- DA1 West: This area encompasses the areas West of Masonic Lane that will be captured, routed, and released to flow to discharge point #1.
- DA1 East: This area encompasses the area East of Masonic Lane that will be captured, routed, and released to flow to discharge point #1.

The following table summarizes the peak rate analysis for the project.

Table 4: Peak Discharge Summary

Design Storm	Pre-Dev (cfs)	Post Dev (cfs)	Net Change (cfs)
2-yr	20.00	17.73	-2.27
10-yr	48.24	44.25	-3.99
100-yr	105.51	98.24	-7.27

3.2 Volume Control/Recharge Volume

In accordance with municipal code, development is required to recharge one inch of runoff from the impervious area.

3.3 Water Quality Design

In accordance with the City of Flagstaff Stormwater Management Design Manual and the City of Flagstaff Low Impact Development Manual 100% of the impervious surfaces must flow through one or more of a ROCV IMP.

3.4 Conveyance Design

Storm sewers have been designed for inlet capacity and conveyance of the 10-yr storm design storm for structures within the tributary area of the peak control device. The Rational Method was utilized to analyze the stormwater flows. The rainfall intensities are taken from the City of Flagstaff Stormwater Management Design Manual.

The computer program “Hydraflow Storm Sewers Extension for Autocad Civil 3D” Ver. 2014 by Autodesk is utilized to design the proposed storm sewer conveyance system.

3.5 Upstream and Downstream Analysis

The flows from the upstream development are not significantly altered within the proposed storm design. Therefore, there are no adverse impacts anticipated. As shown above, the peak rates for the 2-, 5-, and 100-year storms have been reduced when compared to pre-development rates. Erosion potential is a function of velocity of flow, which is directly proportional to flow rate. Therefore, a reduction in the overall rate from the development areas will correspond to a similar reduction is velocity, thereby reducing erosion of the downstream channel.

4.0 Conclusions

The stormwater management facility design detailed within this Stormwater Management Report meets or exceeds the standards set forth by The City of Flagstaff Stormwater Management Design Manual and The City of Flagstaff Low Impact Development Manual.

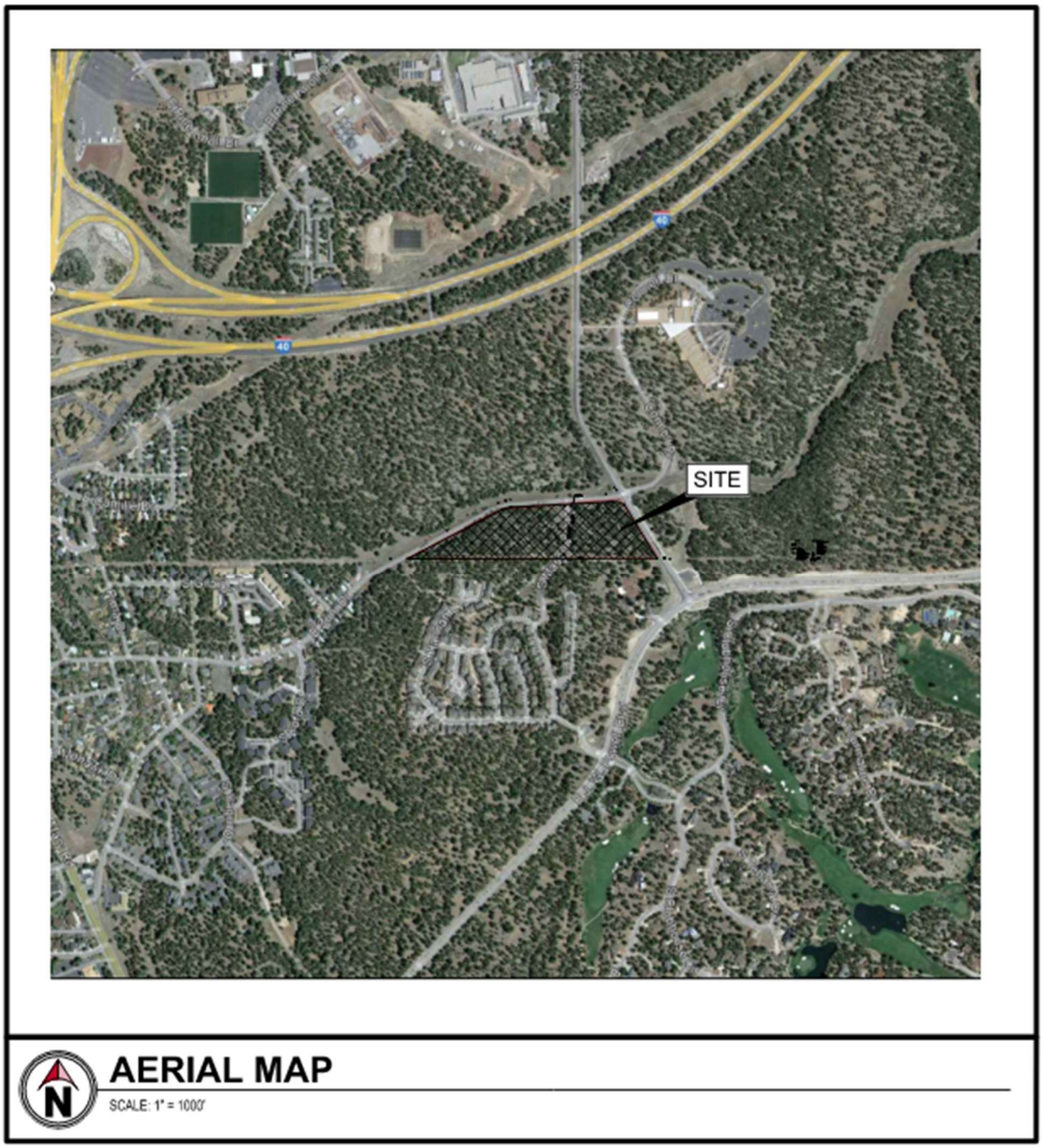
5.0 References

- City of Flagstaff Stormwater Management Design Manual

- City of Flagstaff Low Impact Development Manual
- “ADWR, Oak Creek Flood Warning System Hydrology Report, TR 90-4, September 1990”
- “USDA Urban Hydrology for Small Watersheds Technical Release 55 (TR55)”

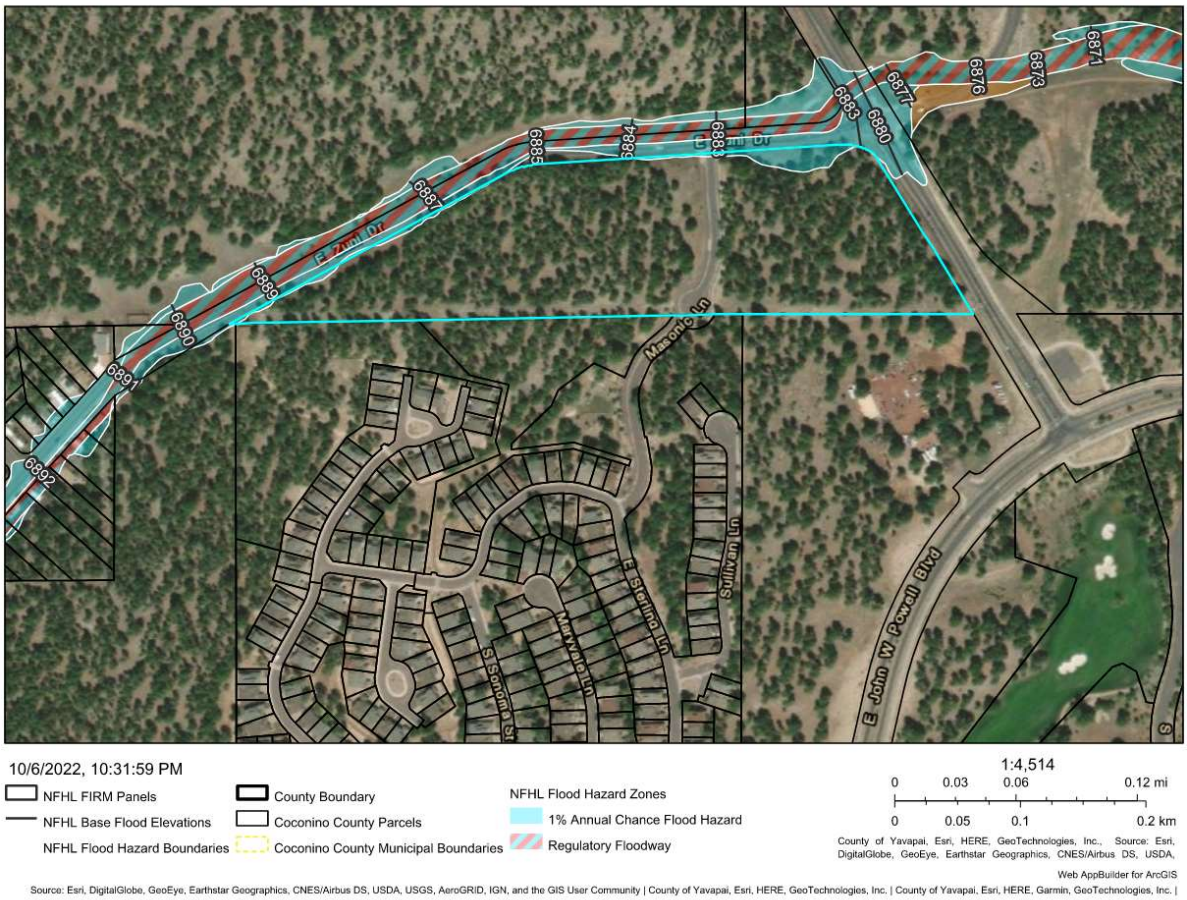
APPENDIX A: SUPPORTING DOCUMENTS

A.1 PROJECT LOCATION MAP



A.2 FEMA Flood Insurance Rate Map

ArcGIS Web Map



A.3 TR-55 Curve Numbers

Table 2-2a Runoff curve numbers for urban areas [1]

Cover description: Cover type and hydrologic condition	Average percent impervious area [2]	Curve numbers for hydrologic soil group: A	B	C	D
Fully developed urban areas (vegetation established)					
Open space (lawns, parks, golf courses, cemeteries, etc.) [3]:					
Poor condition (grass cover < 50%)		68	79	86	89
Fair condition (grass cover 50% to 75%)		49	69	79	84
Good condition (grass cover > 75%)		39	61	74	80
Impervious areas:					
Paved parking lots, roofs, driveways, etc. (excluding right-of-way)		98	98	98	98
Streets and roads:					
Paved; curbs and storm sewers (excluding right-of-way)		98	98	98	98
Paved; open ditches (including right-of-way)		83	89	92	93
Gravel (including right-of-way)		76	85	89	91
Dirt (including right-of-way)		72	82	87	89
Western desert urban areas:					
Natural desert landscaping (pervious areas only) [4]		63	77	85	88
Artificial desert landscaping (impervious weed barrier, desert shrub with 1- to 2-inch sand or gravel mulch and basin borders)		96	96	96	96
Urban districts:					
Commercial and business	85	89	92	94	95
Industrial	72	81	88	91	93
Residential districts by average lot size:					
1/8 acre or less (town houses)	65	77	85	90	92
1/4 acre	38	61	75	83	87
1/3 acre	30	57	72	81	86
1/2 acre	25	54	70	80	85
1 acre	20	51	68	79	84
2 acres	12	46	65	77	82
Developing urban areas					
Newly graded areas (pervious areas only, no vegetation) [5]		77	86	91	94
Idle lands (CN's are determined using cover types similar to those in table 2-2c).					

[1] Average runoff condition, and $I_a = 0.2S$.
[2] The average percent impervious area shown was used to develop the composite CN's. Other assumptions are as follows: impervious areas are directly connected to the drainage system, impervious areas have a CN of 98, and pervious areas are considered equivalent to open space in good hydrologic condition. CN's for other combinations of conditions may be computed using figure 2-3 or 2-4.
[3] CN's shown are equivalent to those of pasture. Composite CN's may be computed for other combinations of open space cover type.
[4] Composite CN's for natural desert landscaping should be computed using figures 2-3 or 2-4 based on the impervious area percentage (CN = 98) and the pervious area CN. The pervious area CN's are assumed equivalent to desert shrub in poor hydrologic condition.
[5] Composite CN's to use for the design of temporary measures during grading and construction should be computed using figure 2-3 or 2-4 based on the degree of development (impervious area percentage) and the CN's for the newly graded pervious areas.

APPENDIX B: SITE SOILS INVESTIGATION

United States Department of Agriculture

NRCS

Natural Resources Conservation Service

A product of the National Cooperative Soil Survey, a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local participants

Custom Soil Resource Report for Oak Creek-San Francisco Peaks Area, Arizona, Part of Coconino County



January 12, 2023

Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (https://offices.sc.egov.usda.gov/locator/app?agency=nrcs) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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

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How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Custom Soil Resource Report
Soil Map



Map Scale: 1:3,300 if printed on A landscape (11" x 8.5") sheet.

N

Meters
0 45 90 180 270

Feet
0 150 300 600 900

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 12N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Oak Creek-San Francisco Peaks Area, Arizona, Part of Coconino County
Survey Area Data: Version 12, Aug 29, 2022

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Mar 5, 2021—Aug 3, 2021

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background

MAP LEGEND

MAP INFORMATION

imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
1	Jacques clay loam, 0 to 2 percent slopes	0.0	0.0%
13	Lynx loam, 0 to 2 percent slopes	2.5	18.1%
15A	Tortugas-Daze complex, 0 to 15 percent slopes	1.5	11.2%
15B	Tortugas cobbly and gravelly loam, 15 to 30 percent slopes	9.7	70.7%
Totals for Area of Interest		**13.7**	**100.0%**

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Oak Creek-San Francisco Peaks Area, Arizona, Part of Coconino County

1—Jacques clay loam, 0 to 2 percent slopes

Map Unit Setting

National map unit symbol: 1vhjq
Elevation: 6,580 to 7,080 feet
Mean annual precipitation: 18 to 24 inches
Mean annual air temperature: 43 to 49 degrees F
Frost-free period: 90 to 115 days
Farmland classification: Not prime farmland

Map Unit Composition

Jacques and similar soils: 100 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Jacques

Setting

Landform: Valleys, drainageways
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Dip
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Mixed alluvium

Typical profile

H1 - 0 to 16 inches: clay loam
H2 - 16 to 60 inches: clay

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: Medium
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: NoneFrequent
Frequency of ponding: None
Available water supply, 0 to 60 inches: High (about 9.8 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 6c
Hydrologic Soil Group: C
Ecological site: R039XA108AZ - Meadow 17-22" p.z.
Hydric soil rating: No

13—Lynx loam, 0 to 2 percent slopes

Map Unit Setting

National map unit symbol: 1vhk6
Elevation: 6,560 to 7,030 feet
Mean annual precipitation: 18 to 24 inches
Mean annual air temperature: 43 to 49 degrees F
Frost-free period: 90 to 115 days
Farmland classification: Not prime farmland

Map Unit Composition

Lynx and similar soils: 100 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Lynx

Setting

Landform: Flood plains, alluvial fans
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Dip
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Mixed alluvium

Typical profile

H1 - 0 to 60 inches: loam

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: Low
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.57 to 1.98 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: NoneFrequent
Frequency of ponding: None
Available water supply, 0 to 60 inches: Moderate (about 9.0 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 6c
Hydrologic Soil Group: B
Ecological site: R039XA130AZ - Loamy Bottom 17-22" p.z.
Hydric soil rating: No

15A—Tortugas-Daze complex, 0 to 15 percent slopes

Map Unit Setting

National map unit symbol: 1vhkb
Elevation: 6,670 to 7,090 feet
Mean annual precipitation: 18 to 24 inches
Mean annual air temperature: 43 to 49 degrees F
Frost-free period: 90 to 115 days
Farmland classification: Not prime farmland

Map Unit Composition

Tortugas and similar soils: 55 percent
Daze and similar soils: 45 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Tortugas

Setting

Landform: Hills
Landform position (two-dimensional): Backslope, summit
Landform position (three-dimensional): Side slope, interfluve
Down-slope shape: Convex
Across-slope shape: Convex
Parent material: Alluvium and/or residuum weathered from limestone

Typical profile

H1 - 0 to 3 inches: cobbly loam
H2 - 3 to 14 inches: very cobbly loam
R - 14 to 24 inches: bedrock

Properties and qualities

Slope: 0 to 15 percent
Depth to restrictive feature: 6 to 20 inches to lithic bedrock
Drainage class: Well drained
Runoff class: Medium
Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately high (0.00 to 0.60 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 50 percent
Available water supply, 0 to 60 inches: Very low (about 1.3 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 6c
Hydrologic Soil Group: D
Ecological site: F039XA134AZ - Limestone Upland 17-22" p.z. (PIPO)
Hydric soil rating: No

Description of Daze

Setting

Landform: Hills
Landform position (two-dimensional): Summit, shoulder
Landform position (three-dimensional): Interfluve
Down-slope shape: Convex
Across-slope shape: Convex
Parent material: Residuum weathered from limestone and sandstone

Typical profile

H1 - 0 to 3 inches: fine sandy loam
H2 - 3 to 7 inches: clay loam
H3 - 7 to 18 inches: clay
R - 18 to 28 inches: bedrock

Properties and qualities

Slope: 0 to 15 percent
Depth to restrictive feature: 10 to 20 inches to lithic bedrock
Drainage class: Well drained
Runoff class: High
Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately low (0.00 to 0.06 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Available water supply, 0 to 60 inches: Very low (about 2.4 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 6c
Hydrologic Soil Group: D
Ecological site: F039XA139AZ - Limestone/Sandstone Upland 17-22"
Hydric soil rating: No

15B—Tortugas cobbly and gravelly loam, 15 to 30 percent slopes

Map Unit Setting

National map unit symbol: 1vhkc
Elevation: 6,380 to 7,070 feet
Mean annual precipitation: 18 to 24 inches
Mean annual air temperature: 43 to 49 degrees F
Frost-free period: 90 to 115 days
Farmland classification: Not prime farmland

Map Unit Composition

Tortugas and similar soils: 100 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Tortugas

Setting

Landform: Hills
Landform position (two-dimensional): Backslope, summit
Landform position (three-dimensional): Side slope, interfluve
Down-slope shape: Convex
Across-slope shape: Convex
Parent material: Alluvium and/or residuum weathered from limestone

Typical profile

H1 - 0 to 3 inches: cobbly loam
H2 - 3 to 14 inches: very cobbly loam
R - 14 to 24 inches: bedrock

Properties and qualities

Slope: 15 to 30 percent
Depth to restrictive feature: 6 to 20 inches to lithic bedrock
Drainage class: Well drained
Runoff class: High
Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately high (0.00 to 0.60 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 50 percent
Available water supply, 0 to 60 inches: Very low (about 1.3 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 6c
Hydrologic Soil Group: D
Ecological site: F039XA110AZ - Limestone Hills 17-22" p.z. (PIPO, JUDE2)
Hydric soil rating: No

Soil Information for All Uses

Soil Properties and Qualities

The Soil Properties and Qualities section includes various soil properties and qualities displayed as thematic maps with a summary table for the soil map units in the selected area of interest. A single value or rating for each map unit is generated by aggregating the interpretive ratings of individual map unit components. This aggregation process is defined for each property or quality.

Soil Qualities and Features

Soil qualities are behavior and performance attributes that are not directly measured, but are inferred from observations of dynamic conditions and from soil properties. Example soil qualities include natural drainage, and frost action. Soil features are attributes that are not directly part of the soil. Example soil features include slope and depth to restrictive layer. These features can greatly impact the use and management of the soil.

Hydrologic Soil Group

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

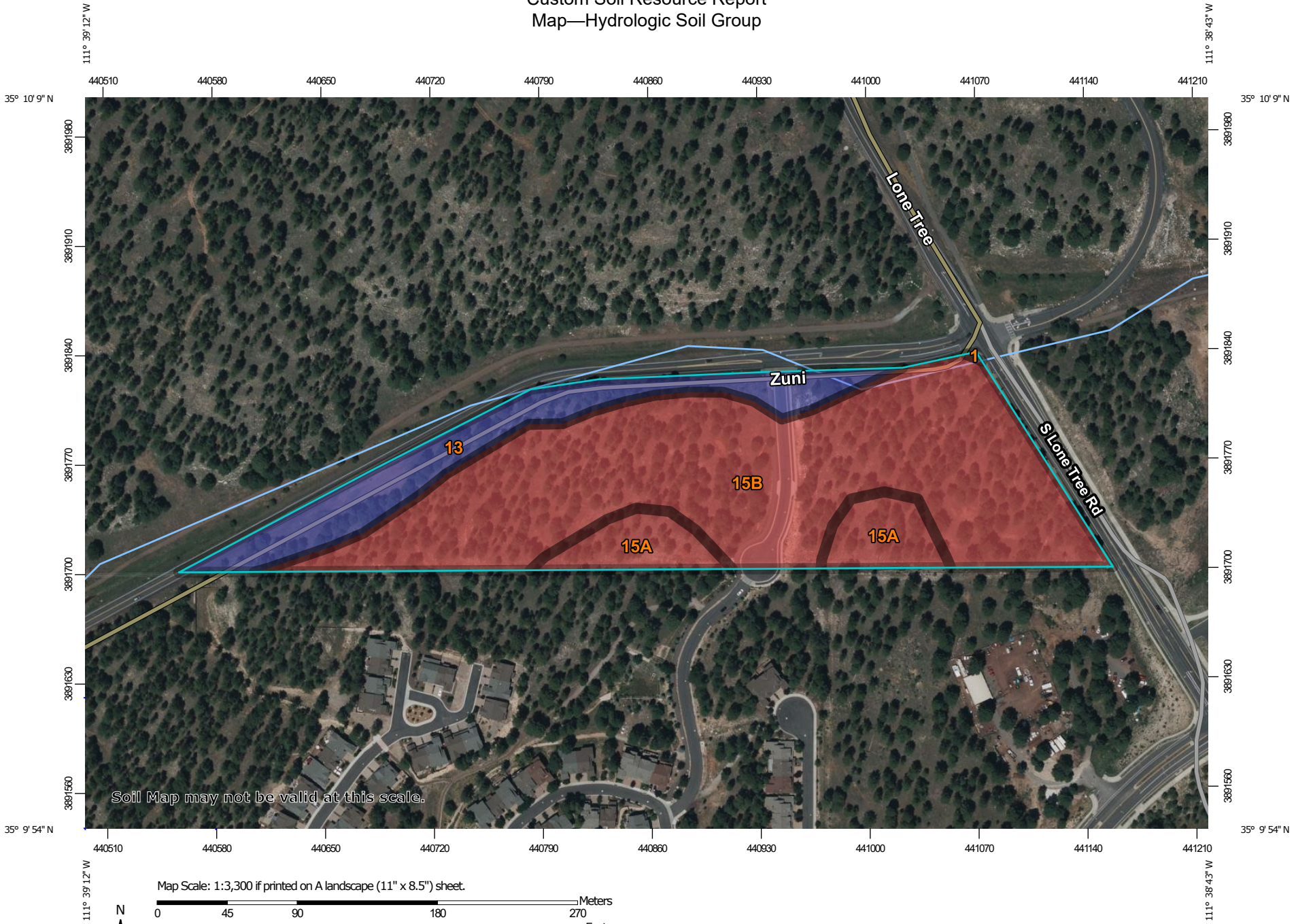
Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

Custom Soil Resource Report
Map—Hydrologic Soil Group



Map Scale: 1:3,300 if printed on A landscape (11" x 8.5") sheet.

N

Meters
0 45 90 180 270

Feet
0 150 300 600 900

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 12N WGS84

MAP LEGEND

Area of Interest (AOI)

Area of Interest (AOI)

Soils

Soil Rating Polygons

A

A/D

B

B/D

C

C/D

D

Not rated or not available

Soil Rating Lines

A

A/D

B

B/D

C

C/D

D

Not rated or not available

Soil Rating Points

A

A/D

B

B/D

C

C/D

D

Not rated or not available

Water Features

Streams and Canals

Transportation

Rails

Interstate Highways

US Routes

Major Roads

Local Roads

Background

Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Oak Creek-San Francisco Peaks Area, Arizona, Part of Coconino County
Survey Area Data: Version 12, Aug 29, 2022

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Mar 5, 2021—Aug 3, 2021

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background

MAP LEGEND	MAP INFORMATION
	imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Table—Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
1	Jacques clay loam, 0 to 2 percent slopes	C	0.0	0.0%
13	Lynx loam, 0 to 2 percent slopes	B	2.5	18.1%
15A	Tortugas-Daze complex, 0 to 15 percent slopes	D	1.5	11.2%
15B	Tortugas cobbly and gravelly loam, 15 to 30 percent slopes	D	9.7	70.7%
Totals for Area of Interest			**13.7**	**100.0%**

Rating Options—Hydrologic Soil Group

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

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B.2 SOILS TESTING REPORT

Western Technologies Inc.

GEOTECHNICAL EVALUATION REPORT

MASONIC LANE TOWNHOMES
APN # 103-26-002D
2951 South Masonic Lane
Flagstaff, Arizona
WT Reference No. 2522JB158

PREPARED FOR:
Red Oak Development Group, LLC
8512 Bestride Bend
Austin, Texas 78744
Attn: Mr. Dan Ross, V.P. of Operations
Attn: Ms. Jill Manlove, P.M.
August 19, 2022



Gregory L. E. Burr, R.G., E.I.T.
Director of Geotechnical Services



Craig P. Wiedeman, P.E.
Senior Geotechnical Engineer

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Since 1955

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August 19, 2022

Red Oak Development Group, LLC
8512 Bestride Bend
Austin, Texas 78744

Attn: Mr. Dan Ross, V.P. of Operations
Attn: Ms. Jill Manlove, P.M.

Re: Geotechnical Evaluation — Job No. 2522JB158
Masonic Lane Townhomes
APN # 103-26-002D
2951 South Masonic Lane
Flagstaff, Arizona

Western Technologies Inc. has completed the geotechnical evaluation for the proposed townhomes to be located in Flagstaff, Arizona. This study was performed in general accordance with our proposal number 2522PW273 dated July 8, 2022. The results of our study, including the test pit location diagram, laboratory test results, test pit logs, and the geotechnical recommendations are attached.

We have appreciated being of service to you in the geotechnical engineering phase of this project and are prepared to assist you during the construction phases as well. If design conditions change, or if you have any questions concerning this report or any of our testing, inspection, design and consulting services, please do not hesitate to contact us. We look forward to working with you on future projects.

Sincerely,
WESTERN TECHNOLOGIES, INC.
Geotechnical Engineering Services

Gregory L. E. Burr, R.G., E.I.T.
Director of Geotechnical Services

Copies to: Addressee (emailed)

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GEOTECHNICAL EVALUATION
MASONIC LANE TOWNHOMES
APN # 103-26-002D
2951 SOUTH MASONIC LANE
FLAGSTAFF, ARIZONA
JOB NO. 2522JB158

1.0 PURPOSE

This report contains the results of our geotechnical evaluation for the proposed townhomes to be located at 2951 South Masonic Lane in Flagstaff, Arizona. The purpose of these services is to provide information and recommendations regarding:

- Subsurface conditions
- Foundation design parameters
- Slabs-on-grade
- On-site pavements
- Lateral earth pressures
- Seismic considerations
- Earthwork guidelines
- Drainage
- Corrosivity

Results of the field exploration, field tests, and laboratory testing program are presented in the Appendices.

2.0 PROJECT DESCRIPTION

Based on information provided by Ms. Jill Manlove, P.M., the proposed project will consist of a subdivision containing one-hundred and five townhomes that will be either single-story or two-story with attached garages, and plan areas ranging from about 1,300 to 3,900 square feet, to be constructed on a lot with a total area of 13.82-acres. It is assumed that the structures will use wood frame and/or masonry construction with slab-on-grade ground floors. Maximum wall and column loads for the structures are assumed to be 3 kips per linear foot and 45 kips, respectively. We anticipate no extraordinary slab-on-grade criteria and that the finished first floor levels will be within about 2 to 3 feet of the existing site grades, although grading plans were not available at the time of this report. In addition, asphalt paved access roads will be included as part of the

proposed development. Should any of our information or assumptions not be correct, we request that the Client notify Western Technologies (WT) immediately.

3.0 SCOPE OF SERVICES

3.1 Field Exploration

Fourteen test pits were excavated to depths ranging from about 1 to 10 feet below existing site grades at the approximate locations shown on the attached Test Pit Location Diagram. A field log was prepared for each test pit.

These logs contain visual classifications of the materials encountered during excavating as well as interpolation of the subsurface conditions between samples. Final logs, included in Appendix A, represent our interpretation of the field logs and may include modifications based on laboratory observations and tests of the field samples. The final logs describe the materials encountered, their thickness, and the locations where samples were obtained. Two samples of the on-site rock were obtained for laboratory testing.

The Unified Soil Classification System was used to classify soils. The soil classification symbols appear on the test pit logs and are briefly described in Appendix A. Local and regional geologic characteristics were used to estimate the seismic design criteria and liquefaction potential.

3.2 Laboratory Analyses

Laboratory analyses were performed on representative soil and rock samples to aid in material classification and to estimate pertinent engineering properties of the on-site soils and rock for preparation of this report. Testing was performed in general accordance with applicable standard test methods. The following tests were performed and the results are presented in Appendix B.

- Water content
- Dry density
- Compression
- Expansion
- Optimum moisture/maximum density
- Sieve analysis

- Plasticity
- Water soluble salt/sulfate/chloride content
- Corrosivity (ASTM A674)
- Unit weight (rock)
- Unconfined compressive strength (rock)

Test results were utilized in the development of the recommendations contained in this report.

3.3 Analyses and Report

This geotechnical engineering report includes a description of the project, a discussion of the field and laboratory testing programs, a discussion of the subsurface conditions, and design recommendations as appropriate to the purpose. The scope of services for this project does not include, either specifically or by implication, any environmental assessment of the site, discovery of underground storage tanks or other underground structures, or identification of contaminated or hazardous materials or conditions. If there is concern about the potential for such contamination, other studies should be undertaken. We are available to discuss the scope of such studies with you.

4.0 SITE CONDITIONS

4.1 Surface

At the time of our field exploration, the site was a developed lot. Previous development on the site consisted of a north-south oriented asphalt paved residential roadway with a cul-de-sac that bisects the site, and includes concrete curbs and gutters that all appeared to be in good condition. The site is bordered on the north and west by East Zuni Drive, on the south by developed townhomes, and on the east by South Lone Tree Road. The ground surface was rolling and exhibited gentle to steep slopes down to the north. Evidence of previous surface water ponding was observed throughout the flatter portions of the site. Surface drainage appeared to be poor to good by means of sheet flow to the north. Vegetation on the site consisted of a sparse to heavy growth of ponderosa pine trees, grasses and weeds.

4.2 Subsurface

As presented on the Test Pit Logs, shallow surface and subsoils extending to the full depth of exploration in all but one test pit were found to be low to medium plasticity Silty, Clayey SANDS and Clayey SANDS, both with variable amounts of gravel; low to medium plasticity Silty, Clayey GRAVELS and Clayey GRAVELS, both with variable amounts of sand; and high plasticity CLAYS with variable amounts of sand and gravel. All soils encountered contained random amounts of cobbles and boulders. Refusal to excavator penetration occurred in all test pits, except Test Pit 10, at depths of about 1 to 5 feet on LIMESTONE. Groundwater was not encountered in any test pit at the time of exploration. A detailed description of the soils encountered can be found on the test pit logs in Appendix A.

The test pit logs included in this report are indicators of subsurface conditions only at the specific location and date noted. Variations from the field conditions represented by the test pits may become evident during construction. If variations appear, we should be contacted to re-evaluate our recommendations.

5.0 GEOTECHNICAL PROPERTIES AND ANALYSIS

Laboratory test results indicate that the site soils exhibit low to high compressibility at existing water contents. Moderate to moderately high expansive pressures develop when the water content is increased. Two samples of the on-site rock were tested for unit weight and unconfined compressive strength, and the results are presented in Appendix B.

Near-surface soils contain low to high plasticity fines. These soils exhibit moderately high to very high expansion potential when recompacted, confined by loads approximating floor loads and saturated in accordance with standard Arizona test methods. Slabs-on-grade supported on recompacted native soils have a high potential for heaving if the water content of the soil increases. Densification of the soil by the passage of construction equipment will increase the expansion potential of the native clayey soils.

6.0 RECOMMENDATIONS

6.1 General

Recommendations contained in this report are based on our understanding of the project criteria described in Section 2.0 and the assumption that the soil and subsurface conditions are those disclosed by the explorations. Others may change the plans, final elevations, number and type of structures, foundation loads, and floor levels during design or construction. Substantially different subsurface conditions from those described herein may be encountered or become known. Any changes in the project criteria or subsurface conditions shall be brought to our attention in writing. This report does not encompass the effects, if any, of underlying geologic hazards or regional groundwater withdrawal and expresses no opinion regarding their effects on surface movements at the project site.

6.2 Design Considerations

The borings indicate the presence of medium to high plasticity clayey/clay soils throughout the site. These soils will expand or swell significantly with an increase in moisture content. Structures and related improvements situated on expansive soils will be subject to relatively large movements if the supporting soils experience an increase in moisture content. It should be understood that if moisture penetrates expansive soils, there will be some heave and resultant cracking/distress of the proposed structures and related improvements. Construction of site fences, screen walls and other miscellaneous improvements such as exterior slabs-on-grade within the development that typically fall under building code guidelines will be susceptible to heave as well.

Cobbles and some boulders were encountered in the test pits. These oversized materials, greater than 3 inches, could present construction difficulties for foundation, utility trenches and other excavations. In cut areas and excavations, exposed oversized materials should be removed.

6.3 Foundations

A main geotechnical concern on this project will be the possibility of differential bearing conditions between rock areas and moderately deep soil/fill areas. Basically, four different types of bearing conditions may occur on this site:

1. Structures bearing entirely within shallow rock areas.
2. Structures bearing partially on rock and partially on shallow fills (less than 5 feet deep).
3. Structures bearing entirely on fill.
4. Structures bearing entirely in high plasticity soils

To help reduce differential movements, mixed bearing conditions (rock and fill) should be avoided within an individual structural unit.

Following removal of any existing fill materials, conventional shallow spread footings may be used to support the proposed structures. Footings should bear at least 2.5 feet below the lowest adjacent finished grade. Footings may be designed to impose a maximum dead plus live-load pressure of up to 2500 pounds per square foot. Foundation preparation procedures will vary depending on the structure location within the site. Refer to Section 7.5 **Foundation Preparation** in this report for details.

Settlements will also vary depending on the foundation bearing conditions. For foundation elements bearing on dense rock and/or lean mix (2-sack) concrete backfill extending to dense rock, total and differential settlements should be nominal. Settlement of foundation elements bearing on engineered fill will vary depending on the total depth of the fill, and may approach 1 inch in the deeper fill areas. Differential settlements are anticipated to be approximately one-half of the total settlements. Additional foundation movements could occur if water from any source infiltrates the foundation bearing soils. Therefore, proper drainage should be provided in the final design and during construction.

Finished grade is the lowest adjacent grade for perimeter footings and floor level for interior footings. The design bearing capacity applies to dead loads plus design live load conditions. Recommended minimum widths of column and wall footings are 24 inches and 16 inches, respectively. The bearing value given is a net bearing value and the weight of the concrete in the footings may be ignored.

All footings, stem walls and masonry walls should be reinforced to reduce the potential for distress caused by differential foundation movements. The use of joints at openings or other discontinuities in masonry walls is recommended. Site preparation procedures and foundation excavations should be observed by the geotechnical engineer to assess that adequate bearing conditions exist and that recompaction of native soils and/or placement of engineered fill has been performed satisfactorily. If the soil conditions encountered differ

significantly from those presented in this report, supplemental recommendations will be required.

6.4 Lateral Design Criteria

For cantilevered walls above any free water surface with level backfill and no surcharge loads, recommended equivalent fluid pressures and coefficients of base friction for unrestrained elements are:

- Active:
  Undisturbed subsoil .....38 psf/ft
  Compacted granular backfill .....30 psf/ft
  Compacted site soils (low expansive potential) .....38 psf/ft
  Clay/Clayey site soils (high expansive potential) ..... not recommended for use

- Passive:
  Shallow wall footings (soil) .....225 psf/ft
  Shallow column footings (soil) .....350 psf/ft
  Dense rock .....500 psf/ft

- Coefficient of base friction:
  Soil 0.35*
  Rock 0.55

  * The coefficient of base friction (soil) should be reduced to 0.25 when used in conjunction with passive pressure.

Where the design includes restrained elements, the following equivalent fluid pressures are recommended:

- At-rest:
  Undisturbed subsoil .....68 psf/ft
  Compacted granular backfill .....57 psf/ft

These lateral earth pressures are not applicable for submerged soils. We should be consulted for additional recommendations if such conditions are to be included in the

design. Any surcharge from adjacent loadings must also be considered. Walls below grade should be waterproofed.

We recommend a free-draining soil layer or manufactured geocomposite material, be constructed adjacent to the back of retaining walls. A filter may be required between the soil backfill and drainage layer. This drainage zone should help prevent hydrostatic pressure buildup. This vertical drain should be tied into a gravity drainage system at the base of the wall. It is important that all backfill be properly placed and compacted. Backfill should be mechanically compacted in layers. Flooding or jetting should not be permitted. Care should be taken not to damage the walls when placing the backfill. Backfills should be inspected and tested during placement.

Fill against footings, stem walls and retaining walls should be compacted to densities specified in **EARTHWORK**. Medium to high plasticity clay soils should not be used as backfill against retaining walls. Compaction of each lift adjacent to walls should be accomplished with hand-operated tampers or other lightweight compactors. Overcompaction may cause excessive lateral earth pressures which could result in wall movements.

6.5 Seismic Considerations

Structures should be designed in accordance with applicable building codes. The seismic design parameters presented in the following table, in accordance with the 2018 International Building Code and ASCE 7-16, are applicable to the project site:

Seismic Design Parameters International Building Code 2018, ASCE 7-16	
Soil Site Class	C
Mapped Spectral Response Acceleration at 0.2 sec period (S_s)	0.312g
Mapped Spectral Response Acceleration at 1.0 sec period (S_1)	0.096g
Site Coefficient for 0.2 sec period (F_a)	1.3
Site Coefficient for 1.0 sec period (F_v)	1.5
Design Spectral Response Acceleration at 0.2 sec period (S_{DS})	0.271g
Design Spectral Response Acceleration at 1.0 sec period (S_{D1})	0.096g

The soil site class is based upon conditions identified in shallow exploratory test pits and local knowledge of the geotechnical conditions in the vicinity of the site. Conditions extending

beyond the depth of our test pits to a depth of 100 feet were assumed for the purposes of providing the information presented in the table. Based upon the density of the on-site soils, the shallow rock conditions in some areas of the site, and lack of groundwater, the potential settlement and lateral spread due to liquefaction is not a considered to be a significant concern on this site.

6.6 Conventional Slab-on-Grade Support

Slabs-on-grade should be supported on a minimum thickness of 3 feet of properly placed and compacted, imported, low expansive, engineered fill. For design of interior slabs-on-grade, we recommend using a modulus of subgrade reaction (k) of 200 pounds per cubic inch (pci) for the on-site soils and 225 pci for imported fill material, based on a 30-inch diameter plate. For design of interior slabs-on-grade, we recommend using a modulus of subgrade reaction (k) of 200 pounds per cubic inch (pci) for the on-site soils and 225 pci for imported fill material, based on a 30-inch diameter plate. A minimum 4-inch thick layer of base course should be provided beneath all slabs to help prevent capillary rise and a damp slab.

The use of vapor retarders or barriers is desirable for any slab-on-grade where the floor will be covered by products using water-based adhesives, wood, vinyl backed carpet, impermeable floor coatings (urethane, epoxy, acrylic terrazzo, etc.) or where the floor will be in contact with moisture sensitive equipment or product. When used, the design and installation should be in accordance with the guidance given in ACI 302.1R and 302.2R. Final determination on the use of a vapor retarder should be left to the slab designer.

All concrete placement and curing operations should follow the American Concrete Institute manual recommendations. Improper curing techniques and/or high slump (high water-cement ratio) could cause excessive shrinkage, cracking or curling. The plastic properties of the concrete should be documented at the time of placement and specimens should also be prepared for strength testing to verify compliance with project specifications. Concrete slabs should be allowed to cure adequately before placing vinyl or other moisture sensitive floor covering.

6.7 Drainage

The major cause of soil-related foundation and slab-on-ground problems is moisture increase in soils below structures. Properly functioning conventional foundations and floor slabs-on-ground require appropriately constructed and maintained site drainage conditions.

Therefore, it is extremely important that positive drainage be provided during construction and maintained throughout the life of the residential structures. It is also important that proper planning and control of landscape and irrigation practices be performed.

Infiltration of water into utility or foundation excavations must be prevented during construction. Backfill against footings, exterior walls, and in utility and sprinkler line trenches should be well compacted and free of all construction debris to minimize the possibility of moisture infiltration. If utility line trenches are backfilled with a granular material, then a clay or concrete plug should be placed in the trench adjacent to the structures to prevent water from following the trench back under the structures.

In areas where sidewalks, patios or driveways do not immediately adjoin the structures, protective slopes should be provided with an outfall of about 5 percent for at least 10 feet from perimeter walls. Scuppers or gutters and drain pipes should be designed to provide drainage away from the structures for a minimum distance of 10 feet. Planters or other surface features that could retain water adjacent to residential structures should be avoided if at all possible. If planters and/or landscaping are adjacent to or near the structures, there will be a greater potential for moisture infiltration, soil movement and structure distress. As a minimum, we recommend the following:

- Grades should slope away from the structures.

- Planters should slope away from the structures and should not pond water. Drains should be installed in enclosed planters to facilitate flow out of the planters.
- Only shallow rooted landscaping should be used.

- Watering should be kept to a minimum. Irrigation systems should be situated on the far side of any planting and away from the structures to minimize infiltration beneath foundations from possible leaks.

- Trees should be planted no closer than a distance equal to three-quarters of their mature height or 15 feet, whichever is greater.

It should be understood that these recommendations will help minimize the potential for soil movement and resulting distress, but will not eliminate this potential.

6.8 Corrosivity

Based on the laboratory test results, the on-site soils exhibit a low to moderate corrosive potential to ductile iron piping. This information should be used as an aid in choosing the construction materials that will be in contact with these soils and that will need to be resistant to various corrosive forces. Manufacturers' representatives should be contacted regarding the specific corrosivity resistance for their particular product.

The chemical test results indicate that the site soils are negligibly corrosive to concrete. However, in order to be consistent with standard local practice and for reasons of material availability, we recommend that Type II portland cement be used for all concrete on and below grade.

6.9 Pavements

Based on existing subgrade conditions, the following pavement sections are recommended for the areas indicated:

Traffic Area	Asphalt Concrete (in.)	Base Course (in.)
Passenger car parking/drives (low traffic frequency)	3	7
Residential Roadways (high traffic frequency)	4	5

Bituminous surfacing should be constructed of dense-graded, central plant-mix, asphalt concrete. Base course and asphalt concrete should conform with City of Flagstaff specifications.

Material and compaction requirements should conform to the recommendations presented under **EARTHWORK**. The gradient of paved surfaces should ensure positive drainage. Water should not pond in areas directly adjoining paved sections. The native subgrade soils will soften and lose stability if subjected to conditions which result in an increase in water content.

Due to the high static loads imposed by parked trucks in loading and unloading areas and at dumpster locations, we recommend that a rigid pavement section be considered for these

areas. A minimum 6-inch thick concrete pavement over 4 inches of aggregate base course material is recommended.

6.9.1 Pavement Analyses

The recommended pavement sections are based on the following conditions. This firm should be contacted if any of these conditions change so that revised recommendations can be provided, if necessary.

a. A design R-value of 20 for the on-site soils which corresponds to a resilient modulus of approximately 5,700 pounds per square inch. Any required fills should be constructed using on-site or imported materials with subgrade support characteristics equal to or greater than the subgrade soils in the area being filled.

b. Structural coefficients of 0.40 for asphalt concrete and 0.12 for aggregate base course material.

c. A present serviceability index of 4.5, a terminal serviceability index of 2.5, an overall standard deviation of 0.35, a reliability factor of 85 percent, a drainage coefficient of 0.85, a seasonal variation factor of 3.5, and design life of 20 years.

d. A total 18-kip equivalent single axle load (ESAL) of 25,000 for the passenger car parking areas and 36,500 for the residential roadway areas.

7.0 EARTHWORK

7.1 General

The conclusions contained in this report for the proposed construction are contingent upon compliance with recommendations presented in this section. Any excavating, trenching, or disturbance that occurs after completion of the earthwork must be backfilled, compacted and tested in accordance with the recommendations contained herein. It is not reasonable to rely upon our conclusions and recommendations if any future unobserved and untested trenching, earthwork activities or backfilling occurs.

7.2 Site Clearing

Strip and remove all vegetation, debris, and any other deleterious materials from the building and pavement areas. The building area is defined as that area within the building footprint plus 5 feet beyond the perimeter of that footprint. All exposed surfaces should be free of mounds and depressions that could prevent uniform compaction.

7.3 Excavation

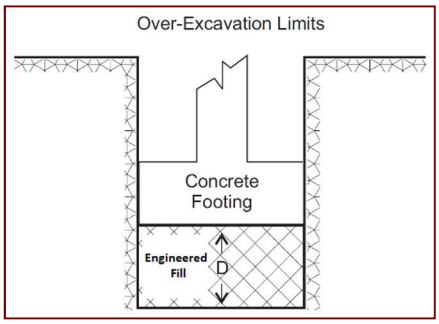
We anticipate that excavations into the site soils for the proposed construction can be accomplished with conventional equipment. Excavations penetrating the underlying limestone may require the use of heavy duty, specialized equipment to facilitate rock break-up and removal.

On-site soils will pump or become unworkable at high water contents. Workability may be improved by scarifying and drying. Over-excavation of wet zones and replacement with drier granular materials may be necessary. The use of lightweight excavation and compaction equipment may be required to minimize subgrade pumping.

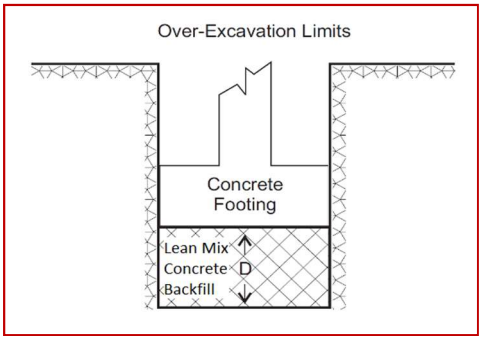
7.4 Foundation Preparation

For structures located within cut areas of the site where rock is encountered throughout the entire building area, remove all loose or disturbed materials from the bottoms and sides of the footing excavations prior to the placement of foundation reinforcement and concrete. The depth of removal required for this condition will vary and is best determined in the field during foundation excavation operations. If desired, lean mix (2-sack) concrete backfill may be used to backfill any deeper portions of the excavations to design bottom of foundation elevation.

For structures bearing partially on rock and partially on fill, provide a minimum thickness of 2 feet of engineered fill material below all foundation elements (depth D in the diagram to the right). Removal and replacement in rock areas may extend straight down along the sides of the footing.

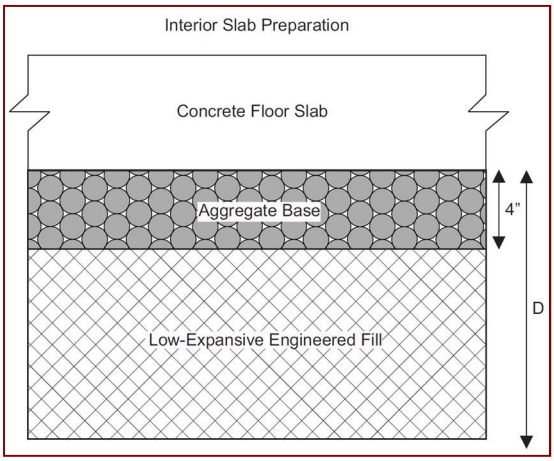


For structures bearing partially or entirely on high plasticity soils, remove existing soils to a minimum depth of 3 feet below the bottom of the footing (depth D in the diagram to the right). Removal should extend straight down along the sides of the footing. Replace the removed soils with properly consolidated, lean mix (2-sack) concrete backfill material.



7.5 Slab-on-Grade Preparation

Slabs-on-grade should be founded on a minimum thickness of 3 feet of imported, low expansive, engineered fill material. Remove native soils, as necessary, to a minimum depth of 3 feet below the bottom of the slab (depth D in the diagram below). Following the removal, scarify, moisten or dry as required, and compact all subgrade soils to a minimum depth of 8 inches. Replace the removed soils with properly compacted, imported, low to non-expansive, engineered fill material. The aggregate base course below the slab may be included as part of the low to non-expansive engineered fill. Removal and/or scarifying and compacting are not required in areas where dense limestone is encountered.



The subgrade preparation should be accomplished in a manner that will result in uniform water contents and densities after compaction.

7.6 Exterior Slab Preparation

Some of the soils on this site have the potential to expand and shrink with changes in moisture content. In addition, frost penetration in the upper soils may cause surface heaving. Therefore, relatively lightweight exterior concrete flatwork such as sidewalks and patios may experience movements resulting in cracking or vertical offsets. To reduce the potential for damage, we recommend:

- Use of fill with low expansion potential
- Use of fill with low to negligible frost susceptibility
- Placement of effective control joints on relatively close centers
- Moisture-density control during placement of subbase fills
- Provision for adequate drainage in areas adjoining the slabs
- Use of designs which allow vertical movement between the exterior slabs and adjoining structural elements

It should be understood that these recommendations will help reduce the potential for soil movement and resulting distress, but will not eliminate this potential. Furthermore, the use of municipal specifications and details may not mitigate the potential for movements of the expansive or frost susceptible on-site soils.

7.7 Pavement Preparation

Prior to placement of fill and/or pavement materials, the exposed subgrade soils should be proof-rolled and observed by the geotechnical engineer or his qualified representative to verify that stable subgrade conditions exist. Any loose, soft, disturbed, or otherwise unsuitable materials should be over-excavated and replaced with engineered fill. The subgrade should then be scarified, moisture conditioned as required, and recompacted for a minimum depth of 8 inches. Scarifying and compacting are not required in areas where dense limestone is encountered.

7.8 Materials

a. Clean on-site soils with low expansive potential and a maximum dimension of 6 inches or imported materials may be used as fill material for the following:

- Foundation areas
- Interior slab areas
- Pavement areas
- Backfill

b. On-site clay/clayey soils are not recommended for use beneath foundations, conventional interior or exterior slabs-on-grade or as backfill below slabs. Imported, low expansive, engineered fill should be used in these areas.

c. Frozen soils should not be used as fill or backfill.

d. Lean mix (2-sack) concrete backfill should consist of aggregate base course type material combined with 2 sacks of cement per cubic yard. A coarse rock mix should not be used.

e. Imported soils should conform to the following:

- Gradation (ASTM C136): percent finer by weight

6"	100
4"	85-100
¾”	70-100
No. 4 Sieve	50-100
No. 200 Sieve	40 (max)

- Maximum expansive potential (%)[1] 1.5

- Maximum soluble sulfates (%) 0.10

f. Base course should conform to City of Flagstaff, Current Edition specifications.

[1] Measured on a sample compacted to approximately 95 percent of the ASTM D698 maximum dry density at about 3 percent below optimum water content. The sample is confined under a 100 psf surcharge and submerged.

7.9 Placement and Compaction

a. Place and compact fill in horizontal lifts, using equipment and procedures that will produce recommended water contents and densities throughout the lift.

b. Uncompacted lift thickness should not exceed 8 inches.

c. Materials should be compacted to the following:

Material	Minimum Percent Compaction (ASTM D698)
• On-site soil, reworked:	
Below slabs-on-grade	90
Pavement areas	95
• On-site soil (moderate expansive potential), fill:	
Pavement areas	95
Landscape areas	85
• Imported and on-site soil (low expansive potential), fill:	
Below foundations	95
Below slabs-on-grade	95
Pavement areas	95
• Aggregate base:	
Below slabs-on-grade	95
Pavement areas	100
• Backfill:	
Structural	95
Nonstructural	90

d. On-site soils should be compacted with a moisture content in the range of optimum to 4 percent above optimum. Imported soils with low expansive potential and aggregate base course materials should be compacted with a moisture content in the range of 3 percent below to 3 percent above optimum.

7.10 Compliance

Recommendations for foundations, slabs-on-grade and pavements supported on compacted fills or prepared subgrade depend upon compliance with the **EARTHWORK** recommendations. To assess compliance, observation and testing should be performed under the direction of a WT geotechnical engineer. Please contact us to provide these observation and testing services.

8.0 ADDITIONAL SERVICES

The recommendations provided in this report are based on the assumption that a sufficient schedule of tests and observations will be performed during construction to verify compliance. At a minimum, these tests and observations should be comprised of the following:

- Observations and testing during site preparation and earthwork,
- Observation of foundation excavations, and
- Consultation as may be required during construction.

Retaining the geotechnical engineer who developed your report to provide construction observation is the best way to verify compliance and to help you manage the risks associated with unanticipated conditions.

9.0 LIMITATIONS

This report has been prepared assuming the project criteria described in **2.0 PROJECT DESCRIPTION**. If changes in the project criteria occur, or if different subsurface conditions are encountered or become known, the conclusions and recommendations presented herein shall become invalid. In any such event, WT should be contacted in order to assess the effect that such variations may have on our conclusions and recommendations. If WT is not retained for the construction observation and testing services to determine compliance with this report, our professional responsibility is accordingly limited.

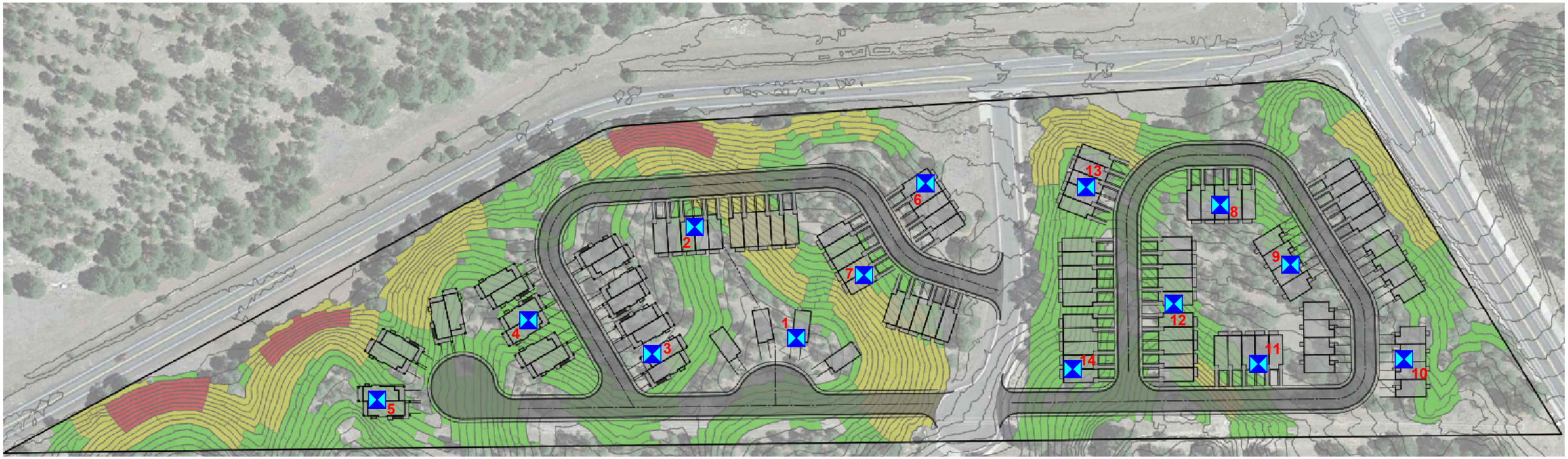
The recommendations presented are based entirely upon data derived from a limited number of samples obtained from widely spaced explorations. The attached logs are indicators of

subsurface conditions only at the specific locations and times noted. This report assumes the uniformity of the geology and soil structure between explorations, however variations can and often do exist. Whenever any deviation, difference, or change is encountered or becomes known, WT should be contacted.

This report is for the exclusive benefit of our client alone. There are no intended third-party beneficiaries of our contract with the client or this report, and nothing contained in the contract or this report shall create any express or implied contractual or any other relationship with, or claim or cause of action for, any third party against WT.
This report is valid for the earlier of one year from the date of issuance, a change in circumstances, or discovered variations. After expiration, no person or entity shall rely on this report without the express written authorization of WT.

10.0 CLOSURE

We prepared this report as an aid to the designers of the proposed project. The comments, statements, recommendations and conclusions set forth in this report reflect the opinions of the authors. These opinions are based upon data obtained at the location of the explorations, and from laboratory tests. Work on your project was performed in accordance with generally accepted standards and practices utilized by professionals providing similar services in this locality. No other warranty, express or implied, is made.



Not to Scale

Approximate Test Pit Location

Geotechnical Environmental Inspections Materials

Western Technologies Inc. The Quality People Since 1955

MASONIC LANE TOWNHOMES

Test Pit Location Diagram

Western Technologies Inc.

Job No.: 2522JB158

Plate: 1

Allowable Soil Bearing Capacity	The recommended maximum contact stress developed at the interface of the foundation element and the supporting material.
Backfill	A specified material placed and compacted in a confined area.
Base Course	A layer of specified aggregate material placed on a subgrade or subbase.
Base Course Grade	Top of base course.
Bench	A horizontal surface in a sloped deposit.
Caisson/Drilled Shaft	A concrete foundation element cast in a circular excavation which may have an enlarged base (or belled caisson).
Concrete Slabs-On-Grade	A concrete surface layer cast directly upon base course, subbase or subgrade.
Crushed Rock Base Course	A base course composed of crushed rock of a specified gradation.
Differential Settlement	Unequal settlement between or within foundation elements of a structure.
Engineered Fill	Specified soil or aggregate material placed and compacted to specified density and/or moisture conditions under observations of a representative of a soil engineer.
Existing Fill	Materials deposited through the action of man prior to exploration of the site.
Existing Grade	The ground surface at the time of field exploration.
Expansive Potential	The potential of a soil to expand (increase in volume) due to absorption of moisture.
Fill	Materials deposited by the actions of man.
Finished Grade	The final grade created as a part of the project.
Gravel Base Course	A base course composed of naturally occurring gravel with a specified gradation.
Heave	Upward movement.
Native Grade	The naturally occurring ground surface.
Native Soil	Naturally occurring on-site soil.
Rock	A natural aggregate of mineral grains connected by strong and permanent cohesive forces. Usually requires drilling, wedging, blasting or other methods of extraordinary force for excavation.
Sand and Gravel Base Course	A base course of sand and gravel of a specified gradation.
Sand Base Course	A base course composed primarily of sand of a specified gradation.
Scarify	To mechanically loosen soil or break down existing soil structure.
Settlement	Downward movement.
Soil	Any unconsolidated material composed of discrete solid particles, derived from the physical and/or chemical disintegration of vegetable or mineral matter, which can be separated by gentle mechanical means such as agitation in water.
Strip	To remove from present location.
Subbase	A layer of specified material placed to form a layer between the subgrade and base course.
Subbase Grade	Top of subbase.
Subgrade	Prepared native soil surface.

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COARSE-GRAINED SOILS

LESS THAN 50% FINES

GROUP SYMBOLS	DESCRIPTION	MAJOR DIVISIONS
GW	WELL-GRADED GRAVEL OR WELL-GRADED GRAVEL WITH SAND, LESS THAN 5% FINES	GRAVELS MORE THAN HALF OF COARSE FRACTION IS LARGER THAN NO. 4 SIEVE SIZE
GP	POORLY-GRADED GRAVEL OR POORLY-GRADED GRAVEL WITH SAND, LESS THAN 5% FINES	
GM	SILTY GRAVEL OR SILTY GRAVEL WITH SAND, MORE THAN 12% FINES	
GC	CLAYEY GRAVEL OR CLAYEY GRAVEL WITH SAND, MORE THAN 12% FINES	
SW	WELL-GRADED SAND OR WELL-GRADED SAND WITH GRAVEL, LESS THAN 5% FINES	SANDS MORE THAN HALF OF COARSE FRACTION IS SMALLER THAN NO. 4 SIEVE SIZE
SP	POORLY-GRADED SAND OR POORLY-GRADED SAND WITH GRAVEL, LESS THAN 5% FINES	
SM	SILTY SAND OR SILTY SAND WITH GRAVEL, MORE THAN 12% FINES	
SC	CLAYEY SAND OR CLAYEY SAND WITH GRAVEL, MORE THAN 12% FINES	

NOTE: Coarse-grained soils receive dual symbols if they contain 5% to 12% fines (e.g., SW-SM, GP-GC).

FINE-GRAINED SOILS

MORE THAN 50% FINES

GROUP SYMBOLS	DESCRIPTION	MAJOR DIVISIONS
ML	SILT, SILT WITH SAND OR GRAVEL, SANDY SILT, OR GRAVELLY SILT	SILTS AND CLAYS LIQUID LIMIT LESS THAN 50
CL	LEAN CLAY OF LOW TO MEDIUM PLASTICITY, SANDY CLAY, OR GRAVELLY CLAY	
OL	ORGANIC SILT OR ORGANIC CLAY OF LOW TO MEDIUM PLASTICITY	
MH	ELASTIC SILT, SANDY ELASTIC SILT, OR GRAVELLY ELASTIC SILT	SILTS AND CLAYS LIQUID LIMIT MORE THAN 50
CH	FAT CLAY OF HIGH PLASTICITY, SANDY FAT CLAY, OR GRAVELLY FAT CLAY	
OH	ORGANIC SILT OR ORGANIC CLAY OF HIGH PLASTICITY	
PT	PEAT AND OTHER HIGHLY ORGANIC SOILS	HIGHLY ORGANIC SOILS

NOTE: Fine-grained soils may receive dual classification based upon plasticity characteristics (e.g. CL-ML).

SOIL SIZES

COMPONENT	SIZE RANGE
BOULDERS	Above 12 in.
COBBLES	3 in. – 12 in.
GRAVEL	No. 4 – 3 in.
Coarse	¾ in. – 3 in.
Fine	No. 4 – ¾ in.
SAND	No. 200 – No. 4
Coarse	No. 10 – No. 4
Medium	No. 40 – No. 10
Fine	No. 200 – No. 40
Fines (Silt or Clay)	Below No. 200

NOTE: Only sizes smaller than three inches are used to classify soils

CONSISTENCY

CLAYS & SILTS	BLOWS PER FOOT
VERY SOFT	0 – 2
SOFT	3 – 4
FIRM	5 – 8
STIFF	9 – 15
VERY STIFF	16 – 30
HARD	OVER 30

RELATIVE DENSITY

SANDS & GRAVELS	BLOWS PER FOOT
VERY LOOSE	0 – 4
LOOSE	5 – 10
MEDIUM DENSE	11 – 30
DENSE	31 – 50
VERY DENSE	OVER 50

NOTE: Number of blows using 140-pound hammer falling 30 inches to drive a 2-inch-OD (1⅜-inch ID) split-barrel sampler (ASTM D1586).

PLASTICITY OF FINE GRAINED SOILS

PLASTICITY INDEX	TERM
0	NON-PLASTIC
1 – 7	LOW
8 – 20	MEDIUM
Over 20	HIGH

DEFINITION OF WATER CONTENT

DRY
SLIGHTLY DAMP
DAMP
MOIST
WET
SATURATED

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090414

The number shown in **"TEST PIT"** refers to the approximate location of the same number indicated on the "Test Pit Location Diagram" as positioned in the field by pacing or measurement from property lines and/or existing features.

"EQUIPMENT TYPE" refers to the equipment used in the excavation of the test pit, and may include the width of the bucket on the excavator and the use of “rock” teeth or attachments.

"SAMPLE TYPE" refers to the form of sample recovery, in which **R** = Ring sample and **G** = Grab Sample.

"DRY DENSITY (LBS/CU FT)" refers to the laboratory-determined dry density in pounds per cubic foot. A double vertical line within the symbol indicates no sample recovery. A circle within the symbol indicates sample disturbance.

"WATER (MOISTURE) CONTENT” (% of Dry Wt.) refers to the laboratory-determined water content in percent using the standard test method ASTM D2216.

"USCS" refers to the “Unified Soil Classification System” Group Symbol for the soil type as defined by ASTM D2487 and D2488. The soils were classified visually in the field, and where appropriate, classifications were modified by visual examination of samples in the laboratory and/or by appropriate tests.

These notes and test pit logs are intended for use in conjunction with the purposes of our services defined in the text. Test pit log data should not be construed as part of the construction plans nor as defining construction conditions.

The test pit logs depict our interpretations of subsurface conditions at the locations and on the date(s) noted. Variations in subsurface conditions and characteristics may occur between test pits. Groundwater levels may fluctuate due to seasonal variations and other factors.

The stratification lines shown on the test pit logs represent our interpretation of the approximate boundary between soil or rock types based upon visual field classification at the test pit location. The transition between materials is approximate and may be more or less gradual than indicated.

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DATE EXCAVATED: **7-22-22**
LOCATION: **See Location Diagram**
ELEVATION: **Not Determined**

TEST PIT NO. 1

EQUIPMENT: **CASE 580 N**
EXCAVATION TYPE: **24" BUCKET**
FIELD ENGINEER: **C. Senior**

MOISTURE CONTENT (% OF DRY WT.)	DRY DENSITY (LBS/CU FT)	SAMPLE TYPE	SAMPLE	BLOWS/FT.	DEPTH (FEET)	USCS	GRAPHIC	SOIL DESCRIPTION
		G				GC		Clayey GRAVEL; with sand, cobbles and boulders, light brown/white, damp
					5			**Excavator Refusal at 2 Feet on LIMESTONE**
					10			

N- **STANDARD PENETRATION TEST**
R- **RING SAMPLE**
C- **CORE: %RECOVERY/RQD**
G- **GRAB SAMPLE**
B- **BUCKET SAMPLE**

NOTES: **Groundwater Not Encountered**

THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME. DATA PRESENTED IS A SIMPLIFICATION.

Geotechnical Environmental Inspections Materials

Western Technologies Inc.
The Quality People
Since 1955

PROJECT: **MASONIC LANE TOWNHOMES**
PROJECT NO.: **2522JB158**

PLATE **A-4**

TEST PIT LOG

DATE EXCAVATED: **7-22-22**
LOCATION: **See Location Diagram**
ELEVATION: **Not Determined**

TEST PIT NO. 2

EQUIPMENT: **CASE 580 N**
EXCAVATION TYPE: **24" BUCKET**
FIELD ENGINEER: **C. Senior**

MOISTURE CONTENT (% OF DRY WT.)	DRY DENSITY (LBS/CU FT)	SAMPLE TYPE	SAMPLE	BLOWS/FT.	DEPTH (FEET)	USCS	GRAPHIC	SOIL DESCRIPTION
		G				GC		Clayey GRAVEL; with sand, cobbles and boulders, dark brown, damp
					5			**Excavator Refusal at 2 Feet on LIMESTONE**
					10			

N- **STANDARD PENETRATION TEST**
R- **RING SAMPLE**
C- **CORE: %RECOVERY/RQD**
G- **GRAB SAMPLE**
B- **BUCKET SAMPLE**

NOTES: **Groundwater Not Encountered**

THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME. DATA PRESENTED IS A SIMPLIFICATION.

Geotechnical Environmental Inspections Materials

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PROJECT: **MASONIC LANE TOWNHOMES**
PROJECT NO.: **2522JB158**

PLATE **A-5**

TEST PIT LOG

DATE EXCAVATED: **7-22-22**
LOCATION: **See Location Diagram**
ELEVATION: **Not Determined**

TEST PIT NO. 3

EQUIPMENT: **CASE 580 N**
EXCAVATION TYPE: **24" BUCKET**
FIELD ENGINEER: **C. Senior**

MOISTURE CONTENT (% OF DRY WT.)	DRY DENSITY (LBS/CU FT)	SAMPLE TYPE	SAMPLE	BLOWS/FT.	DEPTH (FEET)	USCS	GRAPHIC	SOIL DESCRIPTION
		G				SC-SM		Silty, Clayey SAND; with gravel, cobbles and boulders, light brown, damp
					5			**Excavator Refusal at 4 Feet on LIMESTONE**
					10			

N- **STANDARD PENETRATION TEST**
R- **RING SAMPLE**
C- **CORE: %RECOVERY/RQD**
G- **GRAB SAMPLE**
B- **BUCKET SAMPLE**

NOTES: **Groundwater Not Encountered**

THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME. DATA PRESENTED IS A SIMPLIFICATION.

Geotechnical Environmental Inspections Materials

Western Technologies Inc.
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Since 1955

PROJECT: **MASONIC LANE TOWNHOMES**
PROJECT NO.: **2522JB158**

PLATE **A-6**

TEST PIT LOG

DATE EXCAVATED: **7-22-22**
LOCATION: **See Location Diagram**
ELEVATION: **Not Determined**

TEST PIT NO. 4

EQUIPMENT: **CASE 580 N**
EXCAVATION TYPE: **24" BUCKET**
FIELD ENGINEER: **C. Senior**

MOISTURE CONTENT (% OF DRY WT.)	DRY DENSITY (LBS/CU FT)	SAMPLE TYPE	SAMPLE	BLOWS/FT.	DEPTH (FEET)	USCS	GRAPHIC	SOIL DESCRIPTION
		G				SC		Clayey SAND; with gravel, cobbles and boulders, brown, damp
								Excavator Refusal at 2 Feet on LIMESTONE

5

10

N- **STANDARD PENETRATION TEST**
R- **RING SAMPLE**
C- **CORE: %RECOVERY/RQD**
G- **GRAB SAMPLE**
B- **BUCKET SAMPLE**

NOTES: **Groundwater Not Encountered**

Geotechnical Environmental Inspections Materials

Western Technologies Inc.
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Since 1955

PROJECT: **MASONIC LANE TOWNHOMES**
PROJECT NO.: **2522JB158**

PLATE **A-7**

TEST PIT LOG

THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME. DATA PRESENTED IS A SIMPLIFICATION.

DATE EXCAVATED: **7-22-22**
LOCATION: **See Location Diagram**
ELEVATION: **Not Determined**

TEST PIT NO. 5

EQUIPMENT: **CASE 580 N**
EXCAVATION TYPE: **24" BUCKET**
FIELD ENGINEER: **C. Senior**

MOISTURE CONTENT (% OF DRY WT.)	DRY DENSITY (LBS/CU FT)	SAMPLE TYPE	SAMPLE	BLOWS/FT.	DEPTH (FEET)	USCS	GRAPHIC	SOIL DESCRIPTION
		G				GC		Clayey GRAVEL; with sand, cobbles and boulders, dark brown, damp
					5			**Excavator Refusal at 3 Feet on LIMESTONE**
					10			

N- **STANDARD PENETRATION TEST**
R- **RING SAMPLE**
C- **CORE: %RECOVERY/RQD**
G- **GRAB SAMPLE**
B- **BUCKET SAMPLE**

NOTES: **Groundwater Not Encountered**

THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME. DATA PRESENTED IS A SIMPLIFICATION.

Geotechnical Environmental Inspections Materials

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PROJECT: **MASONIC LANE TOWNHOMES**
PROJECT NO.: **2522JB158**

PLATE **A-8**

TEST PIT LOG

DATE EXCAVATED: **7-22-22**
LOCATION: **See Location Diagram**
ELEVATION: **Not Determined**

TEST PIT NO. 6

EQUIPMENT: **CASE 580 N**
EXCAVATION TYPE: **24" BUCKET**
FIELD ENGINEER: **C. Senior**

MOISTURE CONTENT (% OF DRY WT.)	DRY DENSITY (LBS/CU FT)	SAMPLE TYPE	SAMPLE	BLOWS/FT.	DEPTH (FEET)	USCS	GRAPHIC	SOIL DESCRIPTION
		G				SC-SM		Silty, Clayey SAND; some gravel, cobbles and boulders, black/dark brown, damp
					5			**Excavator Refusal at 2 Feet on LIMESTONE**
					10			

N- **STANDARD PENETRATION TEST**
R- **RING SAMPLE**
C- **CORE: %RECOVERY/RQD**
G- **GRAB SAMPLE**
B- **BUCKET SAMPLE**

NOTES: **Groundwater Not Encountered**

THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME. DATA PRESENTED IS A SIMPLIFICATION.

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PROJECT: **MASONIC LANE TOWNHOMES**
PROJECT NO.: **2522JB158**

PLATE **A-9**

TEST PIT LOG

DATE EXCAVATED: **7-22-22**
LOCATION: **See Location Diagram**
ELEVATION: **Not Determined**

TEST PIT NO. 7

EQUIPMENT: **CASE 580 N**
EXCAVATION TYPE: **24" BUCKET**
FIELD ENGINEER: **C. Senior**

MOISTURE CONTENT (% OF DRY WT.)	DRY DENSITY (LBS/CU FT)	SAMPLE TYPE	SAMPLE	BLOWS/FT.	DEPTH (FEET)	USCS	GRAPHIC	SOIL DESCRIPTION
		G				GC-GM		Silty, Clayey GRAVEL; with sand, cobbles and boulders, brown, damp
					5			**Excavator Refusal at 3 Feet on LIMESTONE**
					10			

N- **STANDARD PENETRATION TEST**
R- **RING SAMPLE**
C- **CORE: %RECOVERY/RQD**
G- **GRAB SAMPLE**
B- **BUCKET SAMPLE**

NOTES: **Groundwater Not Encountered**

THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME. DATA PRESENTED IS A SIMPLIFICATION.

Geotechnical Environmental Inspections Materials

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PROJECT: **MASONIC LANE TOWNHOMES**
PROJECT NO.: **2522JB158**

PLATE **A-10**

TEST PIT LOG

DATE EXCAVATED: **7-22-22**
LOCATION: **See Location Diagram**
ELEVATION: **Not Determined**

TEST PIT NO. 8

EQUIPMENT: **CASE 580 N**
EXCAVATION TYPE: **24" BUCKET**
FIELD ENGINEER: **C. Senior**

MOISTURE CONTENT (% OF DRY WT.)	DRY DENSITY (LBS/CU FT)	SAMPLE TYPE	SAMPLE	BLOWS/FT.	DEPTH (FEET)	USCS	GRAPHIC	SOIL DESCRIPTION
		G				GC-GM		Silty, Clayey GRAVEL; with sand, cobbles and boulders, light brown, damp
		R		Push				
								Excavator Refusal at 4 Feet on LIMESTONE
					5			
					10			

N- **STANDARD PENETRATION TEST**
R- **RING SAMPLE**
C- **CORE: %RECOVERY/RQD**
G- **GRAB SAMPLE**
B- **BUCKET SAMPLE**

NOTES: **Groundwater Not Encountered**

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PROJECT: **MASONIC LANE TOWNHOMES**
PROJECT NO.: **2522JB158**

PLATE **A-11**

TEST PIT LOG

THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME. DATA PRESENTED IS A SIMPLIFICATION.

DATE EXCAVATED: **7-22-22**
LOCATION: **See Location Diagram**
ELEVATION: **Not Determined**

TEST PIT NO. 9

EQUIPMENT: **CASE 580 N**
EXCAVATION TYPE: **24" BUCKET**
FIELD ENGINEER: **C. Senior**

MOISTURE CONTENT (% OF DRY WT.)	DRY DENSITY (LBS/CU FT)	SAMPLE TYPE	SAMPLE	BLOWS/FT.	DEPTH (FEET)	USCS	GRAPHIC	SOIL DESCRIPTION
						SC-SM		Silty, Clayey SAND; with gravel, cobbles and boulders, tan, damp
18.4	99	R		Push		CH		Sandy Fat CLAY; some gravel, brown, damp
		G						
					5			**Excavator Refusal at 5 Feet on LIMESTONE**
					10			

N- **STANDARD PENETRATION TEST**
R- **RING SAMPLE**
C- **CORE: %RECOVERY/RQD**
G- **GRAB SAMPLE**
B- **BUCKET SAMPLE**

NOTES: **Groundwater Not Encountered**

THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME. DATA PRESENTED IS A SIMPLIFICATION.

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PROJECT: **MASONIC LANE TOWNHOMES**
PROJECT NO.: **2522JB158**

PLATE **A-12**

TEST PIT LOG

DATE EXCAVATED: **7-22-22**
LOCATION: **See Location Diagram**
ELEVATION: **Not Determined**

TEST PIT NO. 10

EQUIPMENT: **CASE 580 N**
EXCAVATION TYPE: **24" BUCKET**
FIELD ENGINEER: **C. Senior**

MOISTURE CONTENT (% OF DRY WT.)	DRY DENSITY (LBS/CU FT)	SAMPLE TYPE	SAMPLE	BLOWS/FT.	DEPTH (FEET)	USCS	GRAPHIC	SOIL DESCRIPTION
		G				CH		Sandy Fat CLAY; some gravel, brown, moist
20.2	99	R		Push				
					5			
					10			**Excavation Stopped at 10 Feet**

N- **STANDARD PENETRATION TEST**
R- **RING SAMPLE**
C- **CORE: %RECOVERY/RQD**
G- **GRAB SAMPLE**
B- **BUCKET SAMPLE**

NOTES: **Groundwater Not Encountered**

THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME. DATA PRESENTED IS A SIMPLIFICATION.

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PROJECT: **MASONIC LANE TOWNHOMES**
PROJECT NO.: **2522JB158**

PLATE **A-13**

TEST PIT LOG

DATE EXCAVATED: **7-22-22**
LOCATION: **See Location Diagram**
ELEVATION: **Not Determined**

TEST PIT NO. 11

EQUIPMENT: **CASE 580 N**
EXCAVATION TYPE: **24" BUCKET**
FIELD ENGINEER: **C. Senior**

MOISTURE CONTENT (% OF DRY WT.)	DRY DENSITY (LBS/CU FT)	SAMPLE TYPE	SAMPLE	BLOWS/FT.	DEPTH (FEET)	USCS	GRAPHIC	SOIL DESCRIPTION
		G				SC-SM		Silty, Clayey SAND; with gravel, cobbles and boulders, tan, damp
					5			**Excavator Refusal at 2 Feet on LIMESTONE**
					10			

N- **STANDARD PENETRATION TEST**
R- **RING SAMPLE**
C- **CORE: %RECOVERY/RQD**
G- **GRAB SAMPLE**
B- **BUCKET SAMPLE**

NOTES: **Groundwater Not Encountered**

THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME. DATA PRESENTED IS A SIMPLIFICATION.

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PROJECT: **MASONIC LANE TOWNHOMES**
PROJECT NO.: **2522JB158**

PLATE
A-14

TEST PIT LOG

DATE EXCAVATED: **7-22-22**
LOCATION: **See Location Diagram**
ELEVATION: **Not Determined**

TEST PIT NO. 12

EQUIPMENT: **CASE 580 N**
EXCAVATION TYPE: **24" BUCKET**
FIELD ENGINEER: **C. Senior**

MOISTURE CONTENT (% OF DRY WT.)	DRY DENSITY (LBS/CU FT)	SAMPLE TYPE	SAMPLE	BLOWS/FT.	DEPTH (FEET)	USCS	GRAPHIC	SOIL DESCRIPTION
		G				GC-GM		Silty, Clayey GRAVEL; with sand, cobbles and boulders, brown, damp
					5			**Excavator Refusal at 2 Feet on LIMESTONE**
					10			

N- **STANDARD PENETRATION TEST**
R- **RING SAMPLE**
C- **CORE: %RECOVERY/RQD**
G- **GRAB SAMPLE**
B- **BUCKET SAMPLE**

NOTES: **Groundwater Not Encountered**

THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME. DATA PRESENTED IS A SIMPLIFICATION.

Geotechnical Environmental Inspections Materials

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PROJECT: **MASONIC LANE TOWNHOMES**
PROJECT NO.: **2522JB158**

PLATE **A-15**

TEST PIT LOG

DATE EXCAVATED: **7-22-22**
LOCATION: **See Location Diagram**
ELEVATION: **Not Determined**

TEST PIT NO. 13

EQUIPMENT: **CASE 580 N**
EXCAVATION TYPE: **24" BUCKET**
FIELD ENGINEER: **C. Senior**

MOISTURE CONTENT (% OF DRY WT.)	DRY DENSITY (LBS/CU FT)	SAMPLE TYPE	SAMPLE	BLOWS/FT.	DEPTH (FEET)	USCS	GRAPHIC	SOIL DESCRIPTION
		G				GC-GM		Silty, Clayey GRAVEL; with sand, cobbles and boulders, black/dark brown, damp
								Excavator Refusal at 1 Foot on LIMESTONE
					5			
					10			

N- **STANDARD PENETRATION TEST**
R- **RING SAMPLE**
C- **CORE: %RECOVERY/RQD**
G- **GRAB SAMPLE**
B- **BUCKET SAMPLE**

NOTES: **Groundwater Not Encountered**

THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME. DATA PRESENTED IS A SIMPLIFICATION.

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PROJECT: **MASONIC LANE TOWNHOMES**
PROJECT NO.: **2522JB158**

PLATE **A-16**

TEST PIT LOG

DATE EXCAVATED: **7-22-22**
LOCATION: **See Location Diagram**
ELEVATION: **Not Determined**

TEST PIT NO. 14

EQUIPMENT: **CASE 580 N**
EXCAVATION TYPE: **24" BUCKET**
FIELD ENGINEER: **C. Senior**

MOISTURE CONTENT (% OF DRY WT.)	DRY DENSITY (LBS/CU FT)	SAMPLE TYPE	SAMPLE	BLOWS/FT.	DEPTH (FEET)	USCS	GRAPHIC	SOIL DESCRIPTION
		G				GC-GM		Silty, Clayey GRAVEL; with sand, cobbles and boulders, black/dark brown, damp
								Excavator Refusal at 1 Foot on LIMESTONE
					5			
					10			

N- **STANDARD PENETRATION TEST**
R- **RING SAMPLE**
C- **CORE: %RECOVERY/RQD**
G- **GRAB SAMPLE**
B- **BUCKET SAMPLE**

NOTES: **Groundwater Not Encountered**

THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME. DATA PRESENTED IS A SIMPLIFICATION.

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PROJECT: **MASONIC LANE TOWNHOMES**
PROJECT NO.: **2522JB158**

PLATE **A-17**

TEST PIT LOG

Test Pit No.	Depth (ft)	USCS Class.	Particle Size Distribution (%) Passing by Weight							Atterberg Limits		Laboratory Compaction Characteristics			Remarks
			3"	¾"	#4	#10	#40	#200	2µ	LL	PI	Dry Density (pcf)	Optimum Moisture (%)	Method	
1	0-2	GC	100	60	45	40	36	25.0		39	23				2
4	0-2	SC	100	88	80	76	71	36.3		34	16				2
5	0-3	GC	80	58	53	50	48	30.1		32	13				2
6	0-2	SC-SM		100	90	85	79	41.7		28	7				2
8	0-4	GC-GM	100	80	70	66	62	44.0		28	7				2
10	0-5	CH	100	92	89	87	83	51.1		53	38				2
12	0-2	GC-GM	83	60	49	45	40	18.9		30	7				2

NOTE: NP = Non-plastic
µ = microns (2µ = 0.002mm)

REMARKS

Classification / Particle Size / Moisture-Density Relationship
1. Visual
2. Laboratory Tested
3. Minus #200 Only
4. Test Method ASTM D698/AASHTO T99
5. Test Method ASTM D1557/AASHTO T180
6. From the ADOT Family of Curves

Geotechnical Environmental Inspections Materials
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PROJECT: MASONIC LANE TOWNHOMES
JOB NO.: 2522JB158

PLATE
B-1

SOIL PROPERTIES

Test Pit No.	Depth (ft.)	USCS Class.	Initial Dry Density (pcf)	Initial Water Content (%)	Laboratory Compaction Characteristics			Expansion Properties		Plasticity		Soluble		Remarks
					Dry Density(pcf)	Optimum Moisture(%)	Method	Surcharge (ksf)	Expansion (%)	LL	PI	Salts (ppm)	Sulfate (ppm)	
4	0-2	SC	96.9	14.2	102.0	17.3	A	0.1	3.4					1,2,3
10	0-5	CH	88.2	19.7	92.5	23.2	A	0.1	8.1					1,2,3

Notes: Initial Dry Density and Initial Water Content are remolded.

Remarks

1. Compacted density (approx. 95% of ASTM D698 max. density at moisture content slightly below optimum.)
2. Submerged to approximate saturation.
3. Test Method ASTM D698/AASHTO T99
4. Test Method ASTM D1557/AASHTO T180
5. From the ADOT Family of Curves

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PROJECT: MASONIC LANE TOWNHOMES

JOB NO.: 2522JB158

SOIL PROPERTIES

PLATE

B-2

Test No.	Depth (ft)	Rock Classification	Unit Weight (pcf)	Unconfined Compressive Strength (psi)	Remarks
1	Surface	Limestone	156.3	10,680	1,2
2	Surface	Limestone	160.1	13,700	1,2

REMARKS:

1. ASTM D7012 – Unit Weight of Rock Cores
2. ASTM C39 – Unconfined Compressive Strength of Rock Cores

CORROSIVITY TEST RESULTS

The procedures for soil survey tests and observations can be found in Appendix X1.1 of ASTM A674-10 and includes five soil properties: earth resistivity • pH • redox potential • sulfides • moisture.

Test Pit 4(0-2):

Analysis	Results		Points
Resistivity (ohm-cm)	2851		1
pH	8.2		0
Redox Potential (mV)	+396		0
Sulfides	trace		2
Moisture	fair		1
		Total Points	4

Test Pit 10(0-5):

Analysis	Results		Points
Resistivity (ohm-cm)	1136		10
pH	8.2		0
Redox Potential (mV)	+347		0
Sulfides	trace		2
Moisture	fair		1
		Total Points	13

The test procedure states that if the sum of the points is greater than 10, the soil is considered corrosive to ductile iron pipe and special protection against exterior corrosion is necessary. This conclusion is limited to soil corrosion and does not include consideration of stray direct current.

MOTZZ LABORATORY, INC.

Laboratory Analysis Report

Western Technologies - Flagstaff
Gregory L. E. Burr
2400 East Huntington
Flagstaff, AZ 86004-8934

Project: 2522JB158
Date Received: 7/29/2022
Date Reported: 8/3/2022
PO Number: 2522P163

Lab Number: 943102-1 **1 (0-2')**

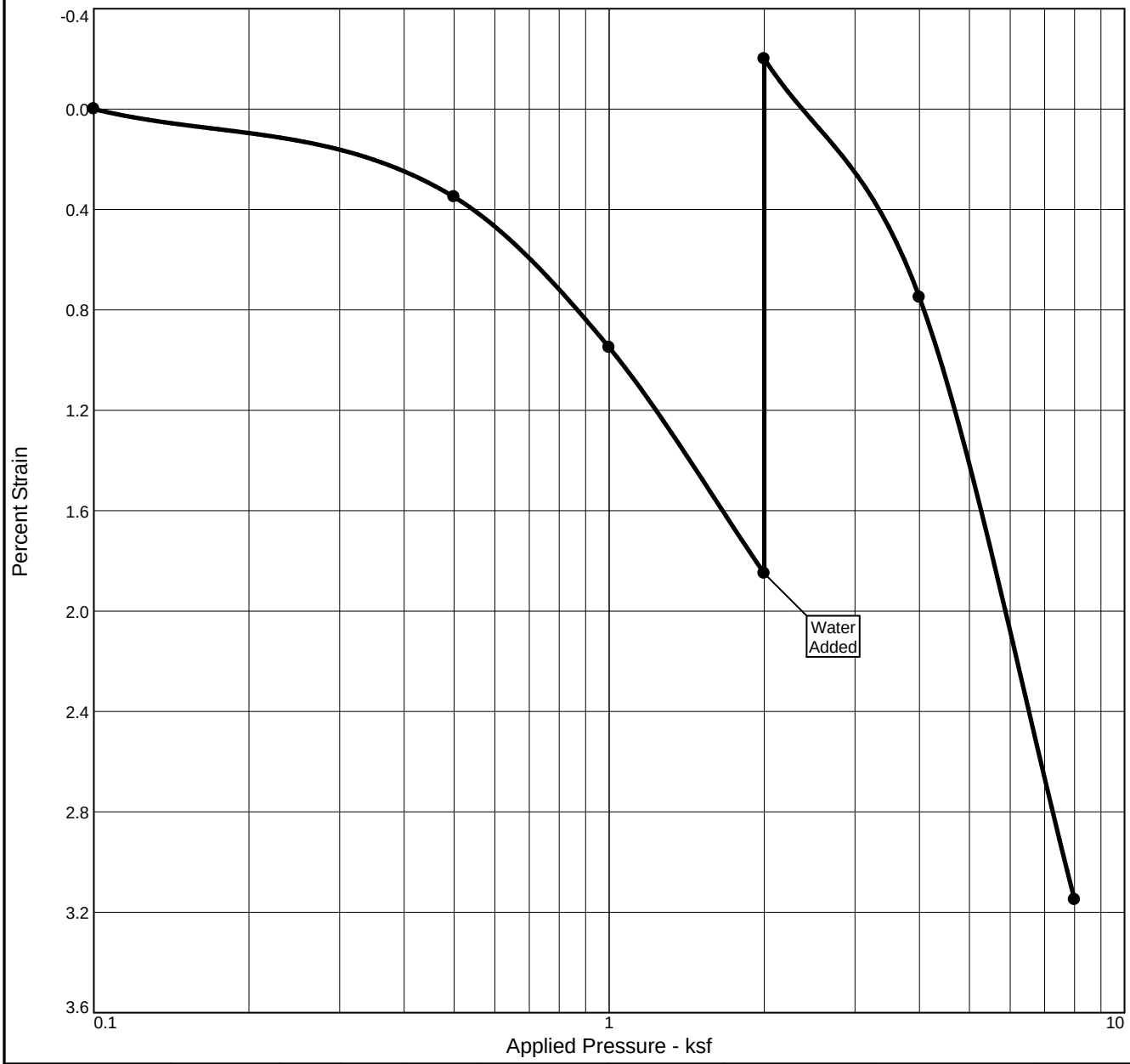
Test Parameter	Method	Result	Units	Levels
Soluble Salts	ARIZ 237b	326	ppm	
Sulfate	ARIZ 733b	9	ppm	
Chloride	ARIZ 736b	3	ppm	
Redox Potential	ASTM G200-09	396	(Eo) mV	

Lab Number: 943102-2 **12 (0-2')**

Test Parameter	Method	Result	Units	Levels
Soluble Salts	ARIZ 237b	402	ppm	
Sulfate	ARIZ 733b	19	ppm	
Chloride	ARIZ 736b	9	ppm	
Redox Potential	ASTM G200-09	347	(Eo) mV	

Plate B-5

COMPRESSION TEST REPORT



Natural		Dry Dens. (pcf)	LL	PI	Sp. Gr.	Overburden (ksf)	e_o	Swell Press. (ksf)	Swell %	C_r
Sat.	Moist.									
71.9 %	18.4 %	98.6			2.65		0.678	3.6	2.0	

MATERIAL DESCRIPTION	USCS	AASHTO
SANDY FAT CLAY	CH	

Project No. 2522JB158 **Client:** RED OAK DEVELOPMENT GROUP, LLC

Project: MASONIC LANE TOWNHOMES

Source: RING SAMPLE **Depth:** 2-3 FEET **Sample No.:** TEST PIT 9

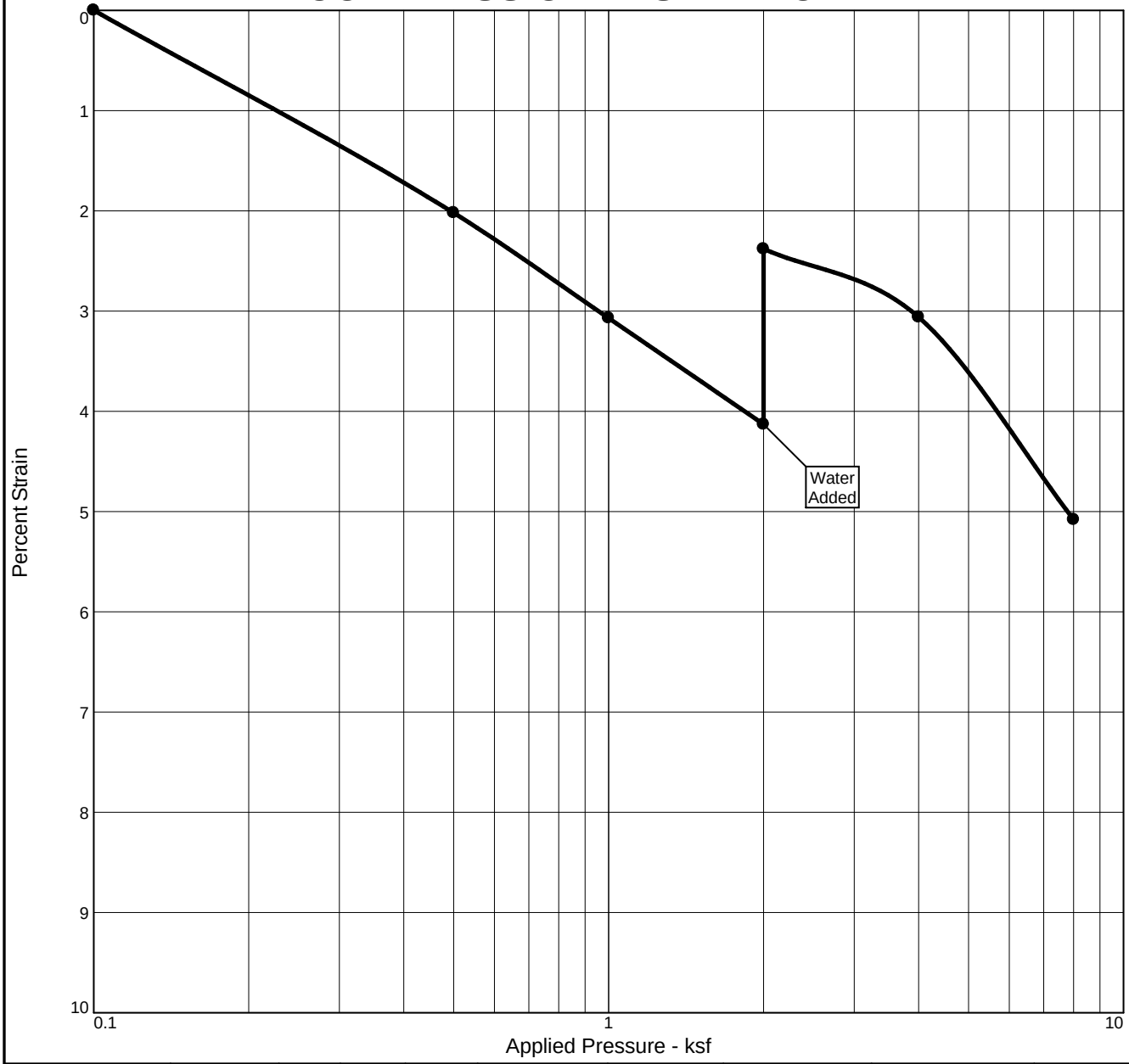
Remarks:

Western Technologies, Inc.

Flagstaff, AZ

Figure B-6

COMPRESSION TEST REPORT



Natural		Dry Dens. (pcf)	LL	PI	Sp. Gr.	Overburden (ksf)	e_o	Swell Press. (ksf)	Swell %	C_r
Sat.	Moist.									
79.7 %	20.2 %	99.1			2.65		0.670	3.9	1.7	

MATERIAL DESCRIPTION	USCS	AASHTO
SANDY FAT CLAY	CH	

Project No. 2522JB158 **Client:** RED OAK DEVELOPMENT GROUP, LLC

Project: MASONIC LANE TOWNHOMES

Source: RING SAMPLE **Depth:** 2-3 FEET **Sample No.:** TEST PIT 10

Remarks:

Western Technologies, Inc.

Flagstaff, AZ

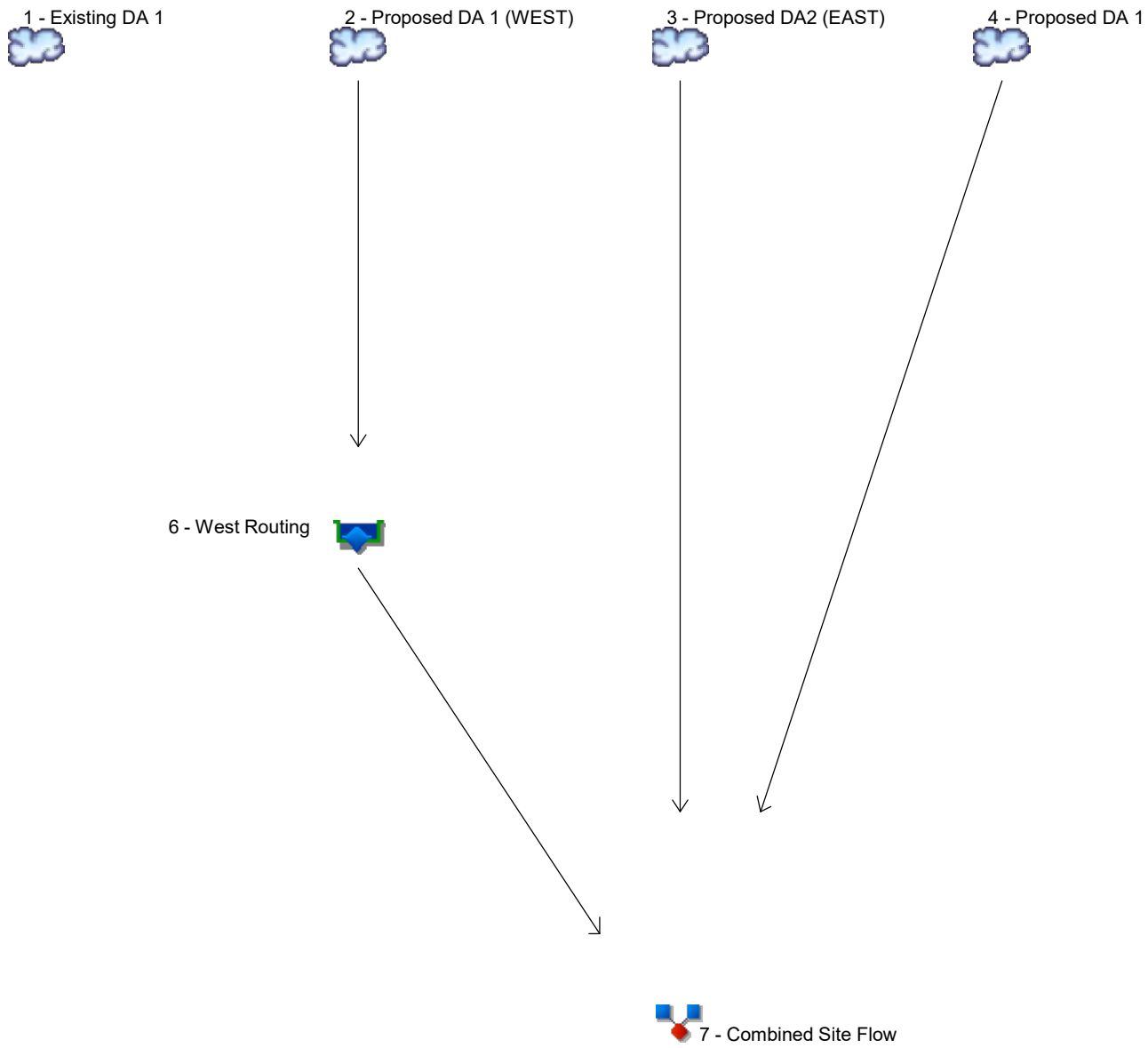
Figure B-7

ViewPoint Engineering

APPENDIX C: PEAK RATE & VOLUME ANALYSIS

Watershed Model Schematic

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2023



Legend

Hyd.	Origin	Description
1	SCS Runoff	Existing DA 1
2	SCS Runoff	Proposed DA 1 (WEST)
3	SCS Runoff	Proposed DA2 (EAST)
4	SCS Runoff	Proposed DA 1
6	Reservoir	West Routing
7	Combine	Combined Site Flow

Hydrograph Return Period Recap

Hyd. No.	Hydrograph type (origin)	Inflow hyd(s)	Peak Outflow (cfs)							Hydrograph Description
			1-yr	2-yr	3-yr	5-yr	10-yr	25-yr	50-yr	100-yr	
1	SCS Runoff	------	-------	36.05	-------	-------	69.53	-------	-------	131.33	Existing DA 1
2	SCS Runoff	------	-------	4.872	-------	-------	8.346	-------	-------	14.40	Proposed DA 1 (WEST)
3	SCS Runoff	------	-------	4.387	-------	-------	7.515	-------	-------	12.97	Proposed DA2 (EAST)
4	SCS Runoff	------	-------	16.83	-------	-------	42.27	-------	-------	94.70	Proposed DA 1
6	Reservoir	2	-------	0.741	-------	-------	2.982	-------	-------	7.485	West Routing
7	Combine	3, 4, 6	-------	17.73	-------	-------	44.25	-------	-------	98.24	Combined Site Flow

Hydrograph Summary Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2023

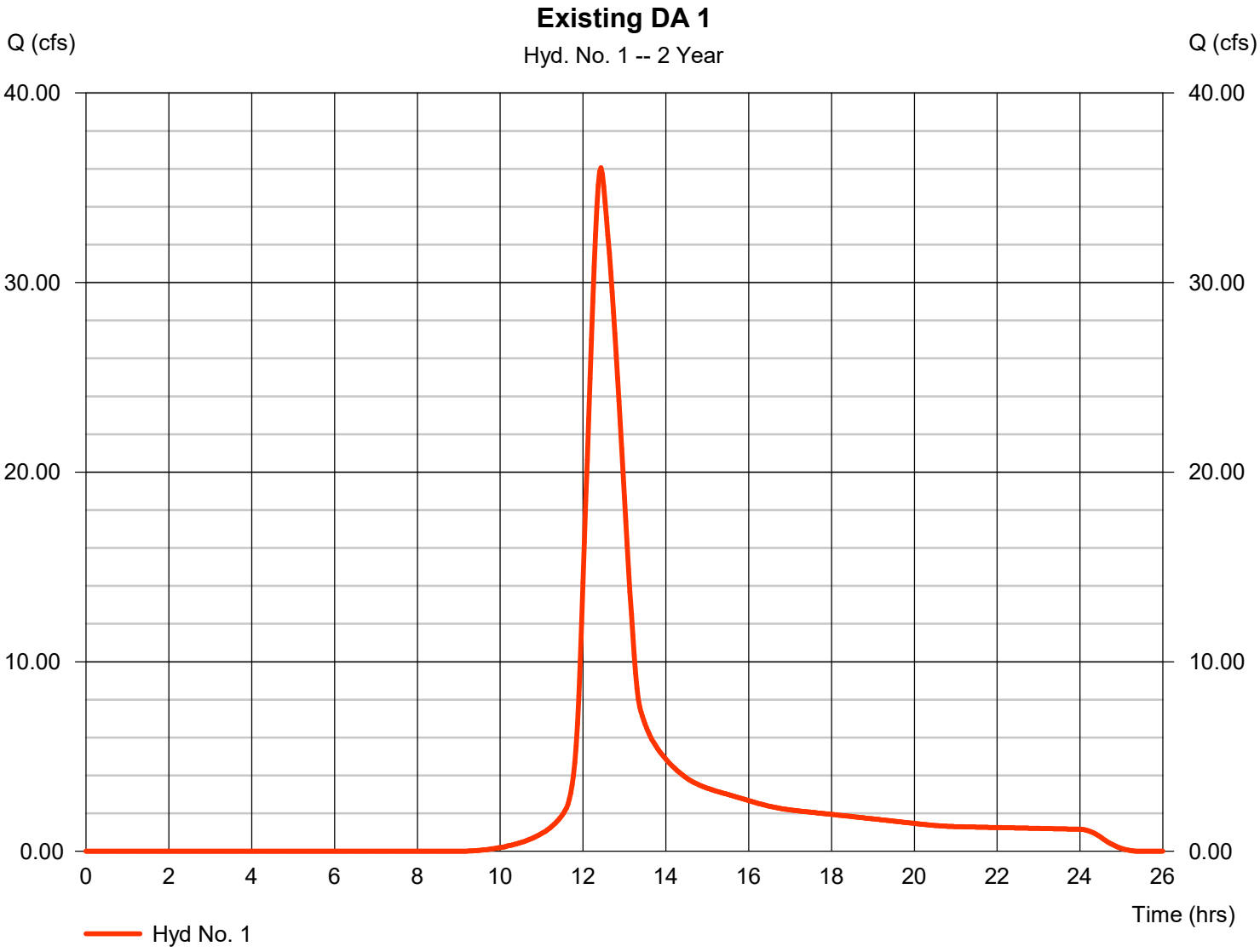
Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	SCS Runoff	36.05	2	746	218,163	------	------	------	Existing DA 1
2	SCS Runoff	4.872	2	716	9,956	------	------	------	Proposed DA 1 (WEST)
3	SCS Runoff	4.387	2	716	8,965	------	------	------	Proposed DA2 (EAST)
4	SCS Runoff	16.83	2	748	115,807	------	------	------	Proposed DA 1
6	Reservoir	0.741	2	702	7,263	2	6883.88	4,608	West Routing
7	Combine	17.73	2	748	132,035	3, 4, 6	------	------	Combined Site Flow

Hydrograph Report

Hyd. No. 1

Existing DA 1

Hydrograph type	=	SCS Runoff	Peak discharge	=	36.05 cfs
Storm frequency	=	2 yrs	Time to peak	=	12.43 hrs
Time interval	=	2 min	Hyd. volume	=	218,163 cuft
Drainage area	=	66.170 ac	Curve number	=	88
Basin Slope	=	5.0 %	Hydraulic length	=	0 ft
Tc method	=	TR55	Time of conc. (Tc)	=	52.40 min
Total precip.	=	1.92 in	Distribution	=	Type II
Storm duration	=	24 hrs	Shape factor	=	484



Hydrograph Summary Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2023

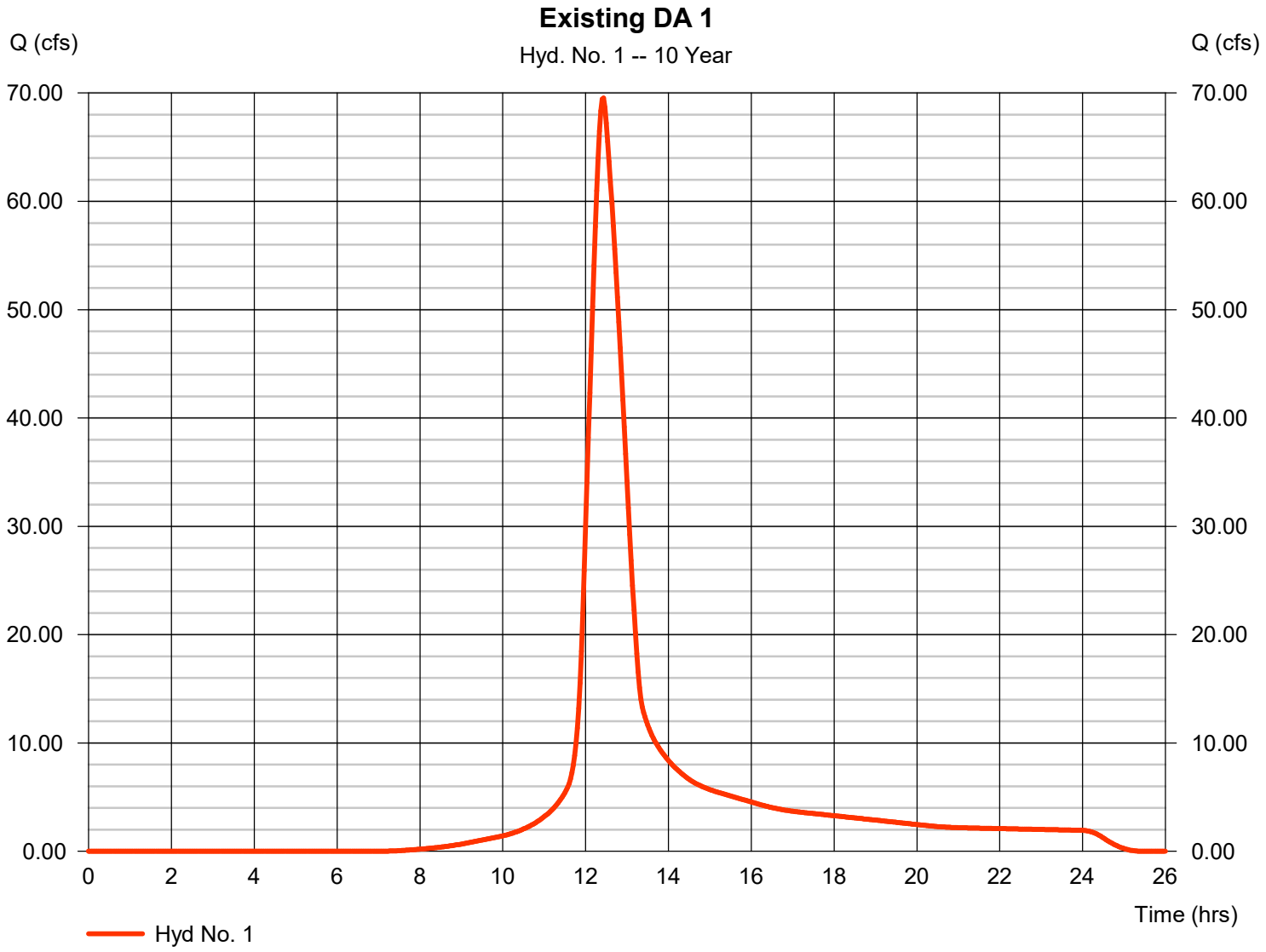
Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	SCS Runoff	69.53	2	746	414,410	------	------	------	Existing DA 1
2	SCS Runoff	8.346	2	716	17,494	------	------	------	Proposed DA 1 (WEST)
3	SCS Runoff	7.515	2	716	15,751	------	------	------	Proposed DA2 (EAST)
4	SCS Runoff	42.27	2	746	261,323	------	------	------	Proposed DA 1
6	Reservoir	2.982	2	724	14,800	2	6884.31	6,789	West Routing
7	Combine	44.25	2	746	291,875	3, 4, 6	------	------	Combined Site Flow

Hydrograph Report

Hyd. No. 1

Existing DA 1

Hydrograph type	= SCS Runoff	Peak discharge	= 69.53 cfs
Storm frequency	= 10 yrs	Time to peak	= 12.43 hrs
Time interval	= 2 min	Hyd. volume	= 414,410 cuft
Drainage area	= 66.170 ac	Curve number	= 88
Basin Slope	= 5.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 52.40 min
Total precip.	= 2.88 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484



Hydrograph Summary Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2023

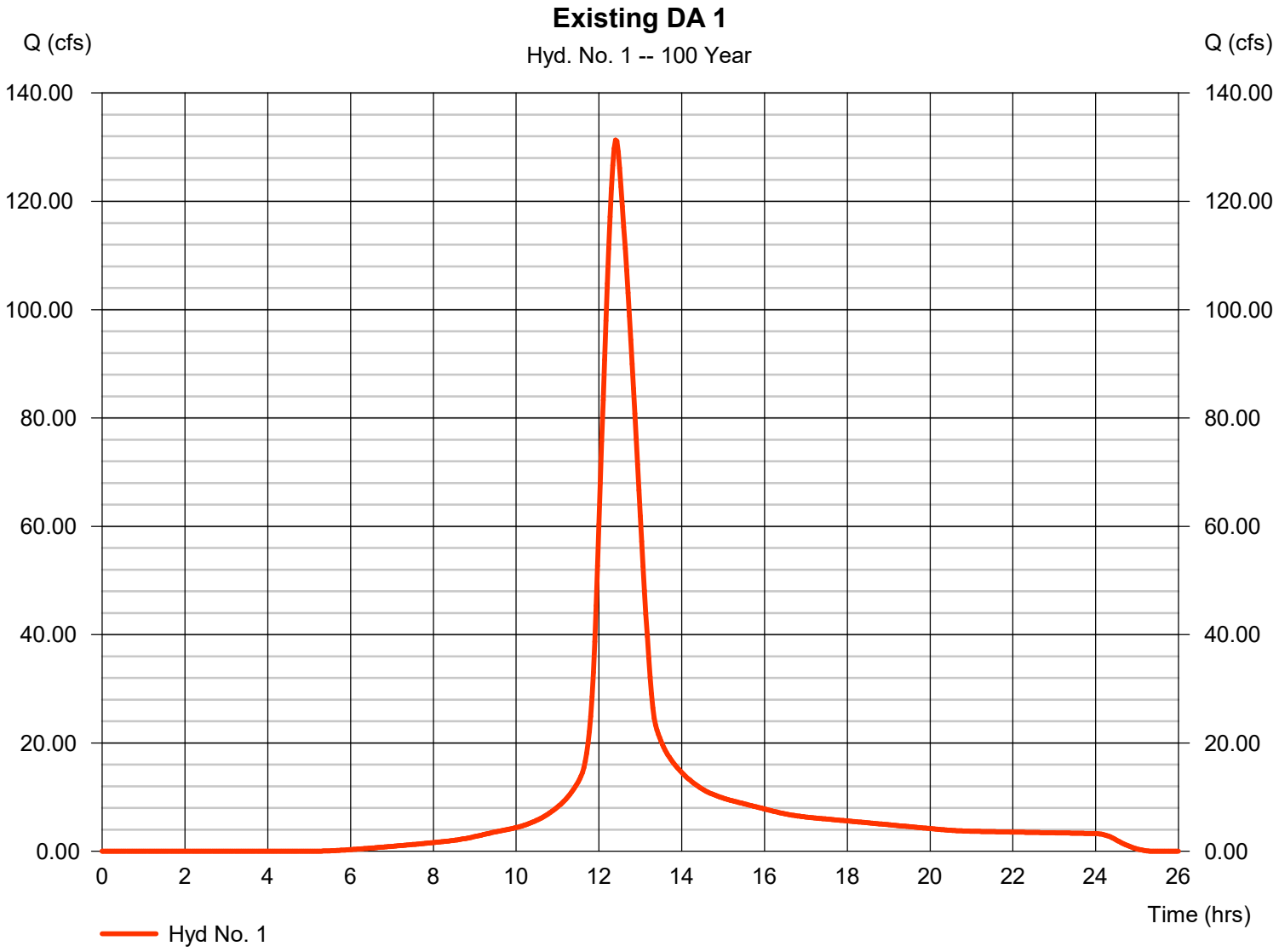
Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	SCS Runoff	131.33	2	744	787,393	------	------	------	Existing DA 1
2	SCS Runoff	14.40	2	716	31,267	------	------	------	Proposed DA 1 (WEST)
3	SCS Runoff	12.97	2	716	28,152	------	------	------	Proposed DA2 (EAST)
4	SCS Runoff	94.70	2	746	565,707	------	------	------	Proposed DA 1
6	Reservoir	7.485	2	722	28,573	2	6885.03	10,134	West Routing
7	Combine	98.24	2	744	622,433	3, 4, 6	------	------	Combined Site Flow

Hydrograph Report

Hyd. No. 1

Existing DA 1

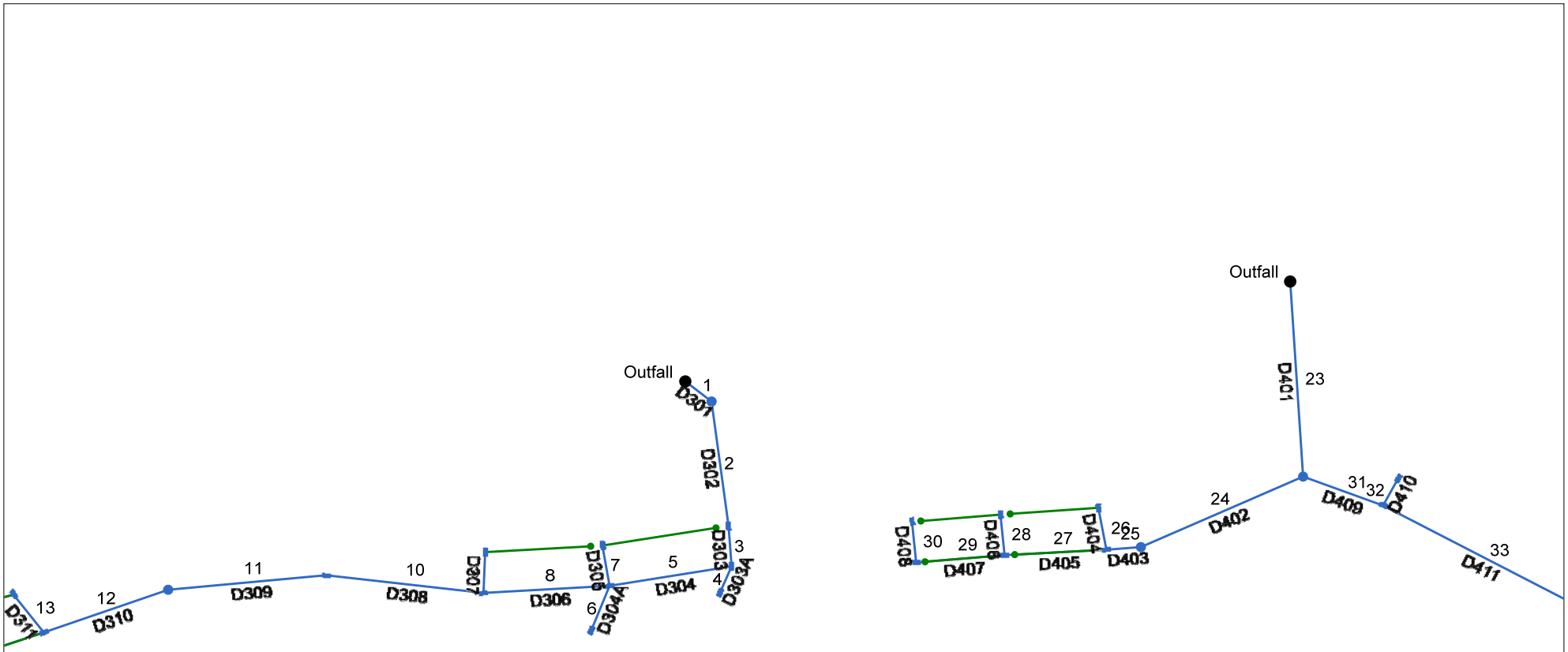
Hydrograph type	=	SCS Runoff	Peak discharge	=	131.33 cfs
Storm frequency	=	100 yrs	Time to peak	=	12.40 hrs
Time interval	=	2 min	Hyd. volume	=	787,393 cuft
Drainage area	=	66.170 ac	Curve number	=	88
Basin Slope	=	5.0 %	Hydraulic length	=	0 ft
Tc method	=	TR55	Time of conc. (Tc)	=	52.40 min
Total precip.	=	4.56 in	Distribution	=	Type II
Storm duration	=	24 hrs	Shape factor	=	484



APPENDIX D: WATER QUALITY ANALYSIS

APPENDIX E: CONVEYANCE DESIGN

Hydraflow Storm Sewers Extension for Autodesk® Civil 3D® Plan



Project File: 22004 Juniper Estates.stm	Number of lines: 40	Date: 5/26/2023

Storm Sewer Summary Report

Line No.	Line ID	Flow rate (cfs)	Line Size (in)	Line shape	Line length (ft)	Invert EL Dn (ft)	Invert EL Up (ft)	Line Slope (%)	HGL Down (ft)	HGL Up (ft)	Minor loss (ft)	HGL Junct (ft)	Dns Line No.	Junction Type
40	D418	0.10	18	Cir	22.48	6887.50	6887.61	0.489	6887.62	6887.73	0.04	6887.76	39	Grate
39	D417	0.15	18	Cir	42.65	6887.00	6887.30	0.703	6887.22	6887.44	n/a	6887.44 j	37	Grate
38	D416	0.19	18	Cir	21.81	6891.89	6892.00	0.504	6892.05	6892.16	0.06	6892.16	37	Grate
37	D415	0.34	18	Cir	33.18	6886.80	6887.00	0.603	6887.00	6887.22	n/a	6887.22	36	Grate
36	D414	0.40	18	Cir	49.08	6886.30	6886.60	0.612	6886.52	6886.83	n/a	6886.83	34	Grate
35	D413	0.19	18	Cir	21.87	6901.00	6901.19	0.869	6901.14	6901.35	0.06	6901.35	34	Grate
34	D412	0.63	18	Cir	28.82	6885.60	6885.80	0.693	6885.86	6886.09	0.14	6886.09	33	Grate
33	D411	0.62	18	Cir	115.21	6884.80	6885.40	0.521	6885.08	6885.69	n/a	6885.69	31	Manhole
32	D410	0.36	18	Cir	15.89	6899.92	6900.00	0.504	6900.14	6900.22	n/a	6900.22	31	Grate
31	D409	0.95	18	Cir	43.19	6884.30	6884.60	0.695	6884.69	6884.96	n/a	6884.96 j	23	Grate
30	D408	0.41	18	Cir	20.89	6889.90	6890.00	0.479	6890.13	6890.24	n/a	6890.24	29	Grate
29	D407	0.47	18	Cir	44.99	6889.40	6889.70	0.667	6889.63	6889.96	0.13	6889.96	27	Grate
28	D406	0.10	18	Cir	20.82	6889.40	6889.50	0.481	6889.63	6889.64	0.02	6889.66	27	Grate
27	D405	1.32	18	Cir	51.74	6888.90	6889.20	0.580	6889.30	6889.63	n/a	6889.63	25	Grate
26	D404	0.44	18	Cir	21.77	6897.09	6897.20	0.507	6897.33	6897.44	0.08	6897.44	25	Grate
25	D403	1.96	18	Cir	17.54	6888.20	6888.40	1.139	6888.61	6888.93	0.32	6888.93	24	Grate
24	D402	1.95	18	Cir	89.82	6887.60	6888.00	0.445	6888.12	6888.53	0.07	6888.53	23	Manhole
23	D401	2.39	18	Cir	99.59	6883.00	6884.10	1.105	6883.48	6884.69	0.21	6884.69	End	Manhole
22	D319	0.29	18	Cir	31.07	6889.61	6889.77	0.515	6889.80	6889.97	0.07	6889.97	21	Grate
21	D318	0.39	18	Cir	35.26	6889.23	6889.41	0.511	6889.45	6889.64	0.08	6889.64	19	Grate
20	D317A	0.41	18	Cir	17.91	6896.00	6897.00	5.582	6896.13	6897.24	n/a	6897.24	19	DropGrate
19	D317	0.86	18	Cir	23.93	6888.91	6889.03	0.500	6889.36	6889.37	n/a	6889.37 j	16	Grate
18	D316	2.16	18	Cir	48.20	6893.30	6898.00	9.752	6893.55	6898.55	0.21	6898.55	17	Grate
17	D315	2.20	18	Cir	50.90	6888.91	6889.62	1.395	6889.36	6890.18	n/a	6890.18	16	Grate

Project File: 22004 Juniper Estates.stm | Number of lines: 40 | Run Date: 5/26/2023

NOTES: Return period = 100 Yrs. ; j - Line contains hyd. jump.

Storm Sewer Summary Report

Line No.	Line ID	Flow rate (cfs)	Line Size (in)	Line shape	Line length (ft)	Invert EL Dn (ft)	Invert EL Up (ft)	Line Slope (%)	HGL Down (ft)	HGL Up (ft)	Minor loss (ft)	HGL Junct (ft)	Dns Line No.	Junction Type
16	D314	2.90	18	Cir	36.27	6888.54	6888.71	0.468	6889.18	6889.36	0.36	6889.36	15	Grate
15	D313	3.06	18	Cir	91.42	6887.88	6888.34	0.503	6888.52	6889.01	0.13	6889.01	12	Grate
14	D312	0.15	18	Cir	57.33	6901.04	6901.33	0.506	6901.18	6901.47	0.05	6901.52	13	Grate
13	D311	0.20	18	Cir	24.59	6900.73	6900.84	0.447	6900.90	6901.01	n/a	6901.08 j	12	Grate
12	D310	2.94	18	Cir	66.75	6887.03	6887.38	0.525	6887.65	6888.03	n/a	6888.03	11	Grate
11	D309	2.91	18	Cir	80.46	6886.46	6886.83	0.460	6887.10	6887.48	n/a	6887.48	10	Manhole
10	D308	3.03	18	Cir	80.41	6885.86	6886.26	0.497	6886.50	6886.92	0.13	6886.92	8	Grate
9	D307	0.41	18	Cir	20.82	6898.30	6898.50	0.962	6898.50	6898.74	n/a	6898.74	8	Grate
8	D306	3.42	18	Cir	64.04	6885.34	6885.66	0.500	6886.02	6886.37	0.42	6886.37	5	Grate
7	D305	0.12	18	Cir	20.82	6894.50	6894.60	0.481	6894.63	6894.73	0.04	6894.77	5	Grate
6	D304A	1.11	18	Cir	24.49	6896.00	6896.49	2.002	6896.27	6896.88	n/a	6896.88	5	DropGrate
5	D304	4.41	18	Cir	62.71	6884.83	6885.14	0.494	6886.06	6885.95	n/a	6885.95	3	Grate
4	D303A	1.31	18	Cir	14.75	6890.00	6890.50	3.389	6890.25	6890.93	n/a	6890.93	3	DropGrate
3	D303	5.40	18	Cir	20.70	6884.53	6884.63	0.483	6885.61	6885.64	0.43	6886.06	2	Grate
2	D302	5.44	18	Cir	63.98	6884.17	6884.33	0.250	6885.35	6885.50	0.10	6885.61	1	Grate
1	D301	5.42	18	Cir	16.80	6884.00	6884.17	1.012	6884.75	6885.07	n/a	6885.07	End	Manhole

Project File: 22004 Juniper Estates.stm | Number of lines: 40 | Run Date: 5/26/2023

NOTES: Return period = 100 Yrs. ; j - Line contains hyd. jump.

Storm Sewer Tabulation

Station		Len	Drng Area		Rnoff coeff	Area x C		Tc		Rain (I)	Total flow	Cap full	Vel	Pipe		Invert Elev		HGL Elev		Grnd / Rim Elev		Line ID
Line	To Line	(ft)	Incr (ac)	Total (ac)	(C)	Incr	Total	Inlet (min)	Syst (min)	(in/hr)	(cfs)	(cfs)	(ft/s)	Size (in)	Slope (%)	Dn (ft)	Up (ft)	Dn (ft)	Up (ft)	Dn (ft)	Up (ft)	
40	39	22.48	0.04	0.04	0.45	0.02	0.02	6.0	6.0	5.4	0.10	7.95	1.54	18	0.49	6887.50	6887.61	6887.62	6887.73	6893.99	6893.33	D418
39	37	42.65	0.03	0.07	0.45	0.01	0.03	6.0	12.8	4.8	0.15	9.54	1.37	18	0.70	6887.00	6887.30	6887.22	6887.44	6898.79	6893.99	D417
38	37	21.81	0.08	0.08	0.45	0.04	0.04	6.0	6.0	5.4	0.19	8.07	1.89	18	0.50	6891.89	6892.00	6892.05	6892.16	6898.79	6898.39	D416
37	36	33.18	0.03	0.18	0.45	0.01	0.08	6.0	20.3	4.2	0.34	8.84	2.30	18	0.60	6886.80	6887.00	6887.00	6887.22	6902.59	6898.79	D415
36	34	49.08	0.04	0.22	0.45	0.02	0.10	6.0	22.5	4.1	0.40	8.90	2.41	18	0.61	6886.30	6886.60	6886.52	6886.83	6907.11	6902.59	D414
35	34	21.87	0.08	0.08	0.45	0.04	0.04	6.0	6.0	5.4	0.19	10.60	2.09	18	0.87	6901.00	6901.19	6901.14	6901.35	6907.11	6906.49	D413
34	33	28.82	0.06	0.36	0.45	0.03	0.16	6.0	25.2	3.9	0.63	9.47	2.80	18	0.69	6885.60	6885.80	6885.86	6886.09	6908.25	6907.11	D412
33	31	115.21	0.00	0.36	0.00	0.00	0.16	0.0	26.2	3.8	0.62	8.21	2.65	18	0.52	6884.80	6885.40	6885.08	6885.69	6904.21	6908.25	D411
32	31	15.89	0.15	0.15	0.45	0.07	0.07	6.0	6.0	5.4	0.36	8.08	2.26	18	0.50	6899.92	6900.00	6900.14	6900.22	6904.21	6904.21	D410
31	23	43.19	0.08	0.59	0.45	0.04	0.27	6.0	30.2	3.6	0.95	9.49	2.76	18	0.70	6884.30	6884.60	6884.69	6884.96	6904.35	6904.21	D409
30	29	20.89	0.17	0.17	0.45	0.08	0.08	6.0	6.0	5.4	0.41	7.87	2.33	18	0.48	6889.90	6890.00	6890.13	6890.24	6896.56	6896.56	D408
29	27	44.99	0.03	0.20	0.45	0.01	0.09	6.0	7.5	5.2	0.47	9.29	2.56	18	0.67	6889.40	6889.70	6889.63	6889.96	6898.82	6896.56	D407
28	27	20.82	0.04	0.04	0.45	0.02	0.02	6.0	6.0	5.4	0.10	7.89	0.86	18	0.48	6889.40	6889.50	6889.63	6889.64	6898.82	6898.82	D406
27	25	51.74	0.37	0.61	0.45	0.17	0.27	6.0	12.3	4.8	1.32	8.67	3.35	18	0.58	6888.90	6889.20	6889.30	6889.63	6902.18	6898.82	D405
26	25	21.77	0.18	0.18	0.45	0.08	0.08	6.0	6.0	5.4	0.44	8.10	2.38	18	0.51	6897.09	6897.20	6897.33	6897.44	6902.18	6901.91	D404
25	24	17.54	0.13	0.92	0.45	0.06	0.41	6.0	13.4	4.7	1.96	12.14	4.29	18	1.14	6888.20	6888.40	6888.61	6888.93	6903.25	6902.18	D403
24	23	89.82	0.00	0.92	0.00	0.00	0.41	0.0	13.6	4.7	1.95	7.59	3.56	18	0.45	6887.60	6888.00	6888.12	6888.53	6904.35	6903.25	D402
23	End	99.59	0.00	1.51	0.00	0.00	0.68	0.0	31.1	3.5	2.39	11.96	4.32	18	1.10	6883.00	6884.10	6883.48	6884.69	6904.50	6904.35	D401
22	21	31.07	0.12	0.12	0.45	0.05	0.05	6.0	6.0	5.4	0.29	8.17	2.13	18	0.52	6889.61	6889.77	6889.80	6889.97	6896.13	6894.56	D319
21	19	35.26	0.05	0.17	0.45	0.02	0.08	6.0	9.1	5.1	0.39	8.13	2.32	18	0.51	6889.23	6889.41	6889.45	6889.64	6900.52	6896.13	D318
20	19	17.91	0.17	0.17	0.45	0.08	0.08	6.0	6.0	5.4	0.41	26.88	3.92	18	5.58	6896.00	6897.00	6896.13	6897.24	6900.52	6902.44	D317A
19	16	23.93	0.05	0.39	0.45	0.02	0.18	6.0	11.7	4.9	0.86	8.04	2.37	18	0.50	6888.91	6889.03	6889.36	6889.37	6901.66	6900.52	D317

Project File: 22004 Juniper Estates.stm | Number of lines: 40 | Run Date: 5/26/2023

NOTES:Intensity = 5465747000000000000000.00 / (Inlet time + 447.02) ^ 7.91; Return period =Yrs. 100 ; c = cir e = ellip b = box

Storm Sewer Tabulation

Station		Len	Drng Area		Rnoff coeff	Area x C		Tc		Rain (I)	Total flow	Cap full	Vel	Pipe		Invert Elev		HGL Elev		Grnd / Rim Elev		Line ID
Line	To Line	(ft)	Incr (ac)	Total (ac)	(C)	Incr	Total	Inlet (min)	Syst (min)	(in/hr)	(cfs)	(cfs)	(ft/s)	Size (in)	Slope (%)	Dn (ft)	Up (ft)	Dn (ft)	Up (ft)	Dn (ft)	Up (ft)	
18	17	48.20	0.89	0.89	0.45	0.40	0.40	6.0	6.0	5.4	2.16	35.53	7.36	18	9.75	6893.30	6898.00	6893.55	6898.55	6901.16	6903.00	D316
17	16	50.90	0.03	0.92	0.45	0.01	0.41	6.0	6.7	5.3	2.20	13.44	4.33	18	1.39	6888.91	6889.62	6889.36	6890.18	6901.66	6901.16	D315
16	15	36.27	0.03	1.34	0.45	0.01	0.60	6.0	12.4	4.8	2.90	7.79	4.03	18	0.47	6888.54	6888.71	6889.18	6889.36	6905.28	6901.66	D314
15	12	91.42	0.08	1.42	0.45	0.04	0.64	6.0	12.8	4.8	3.06	8.07	4.15	18	0.50	6887.88	6888.34	6888.52	6889.01	6911.25	6905.28	D313
14	13	57.33	0.06	0.06	0.45	0.03	0.03	6.0	6.0	5.4	0.15	8.09	1.73	18	0.51	6901.04	6901.33	6901.18	6901.47	6910.94	6907.45	D312
13	12	24.59	0.04	0.10	0.45	0.02	0.05	6.0	17.6	4.4	0.20	7.60	1.85	18	0.45	6900.73	6900.84	6900.90	6901.01	6911.25	6910.94	D311
12	11	66.75	0.04	1.56	0.45	0.02	0.70	6.0	20.6	4.2	2.94	8.24	4.13	18	0.52	6887.03	6887.38	6887.65	6888.03	6911.79	6911.25	D310
11	10	80.46	0.00	1.56	0.00	0.00	0.70	0.0	21.2	4.2	2.91	7.72	4.02	18	0.46	6886.46	6886.83	6887.10	6887.48	6908.47	6911.79	D309
10	8	80.41	0.08	1.64	0.45	0.04	0.74	6.0	21.8	4.1	3.03	8.02	4.13	18	0.50	6885.86	6886.26	6886.50	6886.92	6903.22	6908.47	D308
9	8	20.82	0.17	0.17	0.45	0.08	0.08	6.0	6.0	5.4	0.41	11.16	2.65	18	0.96	6898.30	6898.50	6898.50	6898.74	6903.22	6903.25	D307
8	5	64.04	0.06	1.87	0.45	0.03	0.84	6.0	22.4	4.1	3.42	8.05	4.28	18	0.50	6885.34	6885.66	6886.02	6886.37	6899.30	6903.22	D306
7	5	20.82	0.05	0.05	0.45	0.02	0.02	6.0	6.0	5.4	0.12	7.89	1.63	18	0.48	6894.50	6894.60	6894.63	6894.73	6899.30	6899.30	D305
6	5	24.49	0.46	0.46	0.45	0.21	0.21	6.0	6.0	5.4	1.11	16.10	4.12	18	2.00	6896.00	6896.49	6896.27	6896.88	6899.30	6900.00	D304A
5	3	62.71	0.05	2.43	0.45	0.02	1.09	6.0	22.8	4.0	4.41	8.00	3.70	18	0.49	6884.83	6885.14	6886.06	6885.95	6896.88	6899.30	D304
4	3	14.75	0.54	0.54	0.45	0.24	0.24	6.0	6.0	5.4	1.31	20.94	4.87	18	3.39	6890.00	6890.50	6890.25	6890.93	6896.88	6896.58	D303A
3	2	20.70	0.02	2.99	0.45	0.01	1.35	6.0	23.2	4.0	5.40	7.91	4.12	18	0.48	6884.53	6884.63	6885.61	6885.64	6896.88	6896.88	D303
2	1	63.98	0.03	3.02	0.45	0.01	1.36	6.0	23.3	4.0	5.44	5.69	3.67	18	0.25	6884.17	6884.33	6885.35	6885.50	6892.56	6896.88	D302
1	End	16.80	0.00	3.02	0.00	0.00	1.36	0.0	23.5	4.0	5.42	11.44	5.53	18	1.01	6884.00	6884.17	6884.75	6885.07	6893.50	6892.56	D301

Project File: 22004 Juniper Estates.stm

Number of lines: 40

Run Date: 5/26/2023

NOTES:Intensity = 5465747000000000000000.00 / (Inlet time + 447.02) ^ 7.91; Return period =Yrs. 100 ; c = cir e = ellip b = box

Inlet Report

Line No	Inlet ID	Q = CIA (cfs)	Q carry (cfs)	Q capt (cfs)	Q Byp (cfs)	Junc Type	Curb Inlet		Grate Inlet			Gutter							Inlet			Byp Line No
							Ht (in)	L (ft)	Area (sqft)	L (ft)	W (ft)	So (ft/ft)	W (ft)	Sw (ft/ft)	Sx (ft/ft)	n	Depth (ft)	Spread (ft)	Depth (ft)	Spread (ft)	Depr (in)	
40	D418	0.10	0.00	0.10	0.00	Grate	0.0	0.00	0.00	4.00	2.00	0.100	2.00	0.050	0.020	0.013	0.05	1.02	0.00	0.00	0.0	Off
39	D417	0.07	0.00	0.07	0.00	Grate	0.0	0.00	0.00	4.00	2.00	0.100	2.00	0.050	0.020	0.013	0.05	0.91	0.00	0.00	0.0	Off
38	D416	0.19	0.00	0.19	0.00	Grate	0.0	0.00	0.00	4.00	2.00	0.100	2.00	0.050	0.020	0.013	0.07	1.32	0.00	0.00	0.0	40
37	D415	0.07	0.00	0.07	0.00	Grate	0.0	0.00	0.00	4.00	2.00	0.100	2.00	0.050	0.020	0.013	0.05	0.91	0.00	0.00	0.0	39
36	D414	0.10	0.00	0.10	0.00	Grate	0.0	0.00	0.00	4.00	2.00	0.100	2.00	0.050	0.020	0.013	0.05	1.02	0.00	0.00	0.0	37
35	D413	0.19	0.00	0.19	0.00	Grate	0.0	0.00	0.00	4.00	2.00	0.030	2.00	0.050	0.020	0.013	0.08	1.66	0.00	0.00	0.0	38
34	D412	0.15	0.00	0.15	0.00	Grate	0.0	0.00	0.00	4.00	2.00	0.030	2.00	0.050	0.020	0.013	0.07	1.49	0.00	0.00	0.0	36
33	D411	0.00	0.00	0.00	0.00	MH	0.0	0.00	0.00	0.00	0.00	Sag	0.00	0.000	0.000	0.000	0.00	0.00	0.00	0.00	0.0	Off
32	D410	0.36	0.00	0.36	0.00	Grate	0.0	0.00	8.00	4.00	2.00	Sag	2.00	0.050	0.020	0.000	0.11	2.56	0.11	2.56	0.0	Off
31	D409	0.19	0.00	0.19	0.00	Grate	0.0	0.00	8.00	4.00	2.00	Sag	2.00	0.050	0.020	0.000	0.08	1.61	0.08	1.61	0.0	Off
30	D408	0.41	0.00	0.41	0.00	Grate	0.0	0.00	0.00	4.00	2.00	0.030	2.00	0.050	0.020	0.013	0.11	2.49	0.01	0.21	0.0	Off
29	D407	0.07	0.04	0.11	0.00	Grate	0.0	0.00	0.00	4.00	2.00	0.030	2.00	0.050	0.020	0.013	0.07	1.35	0.00	0.00	0.0	Off
28	D406	0.10	0.00	0.10	0.00	Grate	0.0	0.00	0.00	4.00	2.00	0.050	2.00	0.050	0.020	0.013	0.06	1.16	0.00	0.00	0.0	30
27	D405	0.90	0.00	0.86	0.04	Grate	0.0	0.00	0.00	4.00	2.00	0.050	2.00	0.050	0.020	0.013	0.13	3.60	0.04	0.83	0.0	29
26	D404	0.44	0.00	0.44	0.00	Grate	0.0	0.00	0.00	4.00	2.00	0.050	2.00	0.050	0.020	0.013	0.10	2.10	0.00	0.00	0.0	28
25	D403	0.32	0.00	0.32	0.00	Grate	0.0	0.00	0.00	4.00	2.00	0.050	2.00	0.050	0.020	0.013	0.09	1.80	0.00	0.00	0.0	27
24	D402	0.00	0.00	0.00	0.00	MH	0.0	0.00	0.00	0.00	0.00	Sag	0.00	0.000	0.000	0.000	0.00	0.00	0.00	0.00	0.0	Off
23	D401	0.00	0.00	0.00	0.00	MH	0.0	0.00	0.00	0.00	0.00	Sag	0.00	0.000	0.000	0.000	0.00	0.00	0.00	0.00	0.0	Off
22	D319	0.29	0.00	0.29	0.00	Grate	0.0	0.00	0.00	4.00	2.00	0.100	2.00	0.050	0.020	0.013	0.08	1.54	0.00	0.00	0.0	Off
21	D318	0.12	0.00	0.12	0.00	Grate	0.0	0.00	0.00	4.00	2.00	0.100	2.00	0.050	0.020	0.013	0.06	1.11	0.00	0.00	0.0	Off
20	D317A	0.41	0.00	0.41	0.00	DrGrt	0.0	0.00	8.00	4.00	2.00	Sag	2.00	0.020	0.020	0.000	0.05	7.07	0.05	7.07	0.0	Off
19	D317	0.12	0.00	0.12	0.00	Grate	0.0	0.00	0.00	4.00	2.00	0.100	2.00	0.050	0.020	0.013	0.06	1.11	0.00	0.00	0.0	21
18	D316	2.16	0.00	2.16	0.00	Grate	0.0	0.00	8.00	4.00	2.00	Sag	2.00	0.050	0.020	0.000	0.25	9.52	0.25	9.52	0.0	Off

Project File: 22004 Juniper Estates.stm | Number of lines: 40 | Run Date: 5/26/2023

NOTES: Inlet N-Values = 0.016; Intensity = 5465747000000000000000.00 / (Inlet time + 447.02) ^ 7.91; Return period = 100 Yrs. ; * Indicates Known Q added. All curb inlets are throat.

Inlet Report

Line No	Inlet ID	Q = CIA (cfs)	Q carry (cfs)	Q capt (cfs)	Q Byp (cfs)	Junc Type	Curb Inlet		Grate Inlet			Gutter							Inlet			Byp Line No
							Ht (in)	L (ft)	Area (sqft)	L (ft)	W (ft)	So (ft/ft)	W (ft)	Sw (ft/ft)	Sx (ft/ft)	n	Depth (ft)	Spread (ft)	Depth (ft)	Spread (ft)	Depr (in)	
17	D315	0.07	0.00	0.07	0.00	Grate	0.0	0.00	0.00	4.00	2.00	0.030	2.00	0.050	0.020	0.013	0.06	1.15	0.00	0.00	0.0	22
16	D314	0.07	0.00	0.07	0.00	Grate	0.0	0.00	0.00	4.00	2.00	0.100	2.00	0.050	0.020	0.013	0.05	0.91	0.00	0.00	0.0	22
15	D313	0.19	0.00	0.19	0.00	Grate	0.0	0.00	0.00	4.00	2.00	0.100	2.00	0.050	0.020	0.013	0.07	1.32	0.00	0.00	0.0	16
14	D312	0.15	0.00	0.15	0.00	Grate	0.0	0.00	0.00	4.00	2.00	0.100	2.00	0.050	0.020	0.013	0.06	1.19	0.00	0.00	0.0	19
13	D311	0.10	0.00	0.10	0.00	Grate	0.0	0.00	0.00	4.00	2.00	0.100	2.00	0.050	0.020	0.013	0.05	1.02	0.00	0.00	0.0	14
12	D310	0.10	0.00	0.10	0.00	Grate	0.0	0.00	0.00	4.00	2.00	0.100	2.00	0.050	0.020	0.013	0.05	1.02	0.00	0.00	0.0	15
11	D309	0.00	0.00	0.00	0.00	MH	0.0	0.00	0.00	0.00	0.00	Sag	0.00	0.000	0.000	0.000	0.00	0.00	0.00	0.00	0.0	Off
10	D308	0.19	0.00	0.19	0.00	Grate	0.0	0.00	0.00	4.00	2.00	0.050	2.00	0.050	0.020	0.013	0.08	1.50	0.00	0.00	0.0	8
9	D307	0.41	0.00	0.41	0.00	Grate	0.0	0.00	0.00	4.00	2.00	0.050	2.00	0.050	0.020	0.013	0.10	2.00	0.00	0.00	0.0	7
8	D306	0.15	0.00	0.15	0.00	Grate	0.0	0.00	0.00	4.00	2.00	0.050	2.00	0.050	0.020	0.013	0.07	1.35	0.00	0.00	0.0	5
7	D305	0.12	0.00	0.12	0.00	Grate	0.0	0.00	0.00	4.00	2.00	0.050	2.00	0.050	0.020	0.013	0.06	1.26	0.00	0.00	0.0	2
6	D304A	1.11	0.00	1.11	0.00	DrGrt	0.0	0.00	8.00	4.00	2.00	Sag	2.00	0.020	0.020	0.000	0.10	11.85	0.10	11.85	0.0	Off
5	D304	0.12	0.00	0.12	0.00	Grate	0.0	0.00	0.00	4.00	2.00	0.050	2.00	0.050	0.020	0.013	0.06	1.26	0.00	0.00	0.0	3
4	D303A	1.31	0.00	1.31	0.00	DrGrt	0.0	0.00	8.00	4.00	2.00	Sag	2.00	0.020	0.020	0.000	0.11	12.96	0.11	12.96	0.0	Off
3	D303	0.05	0.00	0.05	0.00	Grate	0.0	0.00	0.00	4.00	2.00	0.030	2.00	0.050	0.020	0.013	0.05	0.98	0.00	0.00	0.0	Off
2	D302	0.07	0.00	0.07	0.00	Grate	0.0	0.00	0.00	4.00	2.00	0.030	2.00	0.050	0.020	0.013	0.06	1.15	0.00	0.00	0.0	Off
1	D301	0.00	0.00	0.00	0.00	MH	0.0	0.00	0.00	0.00	0.00	Sag	0.00	0.000	0.000	0.000	0.00	0.00	0.00	0.00	0.0	Off

Project File: 22004 Juniper Estates.stm | Number of lines: 40 | Run Date: 5/26/2023

NOTES: Inlet N-Values = 0.016; Intensity = 5465747000000000000000.00 / (Inlet time + 447.02) ^ 7.91; Return period = 100 Yrs. ; * Indicates Known Q added. All curb inlets are throat.

APPENDIX F: DRAINAGE MAPS

Date: 12/12/2022 **Pre-Scope** ☒ **Revised** ☐ **Final** ☐

TIA SCOPE OF WORK FORM

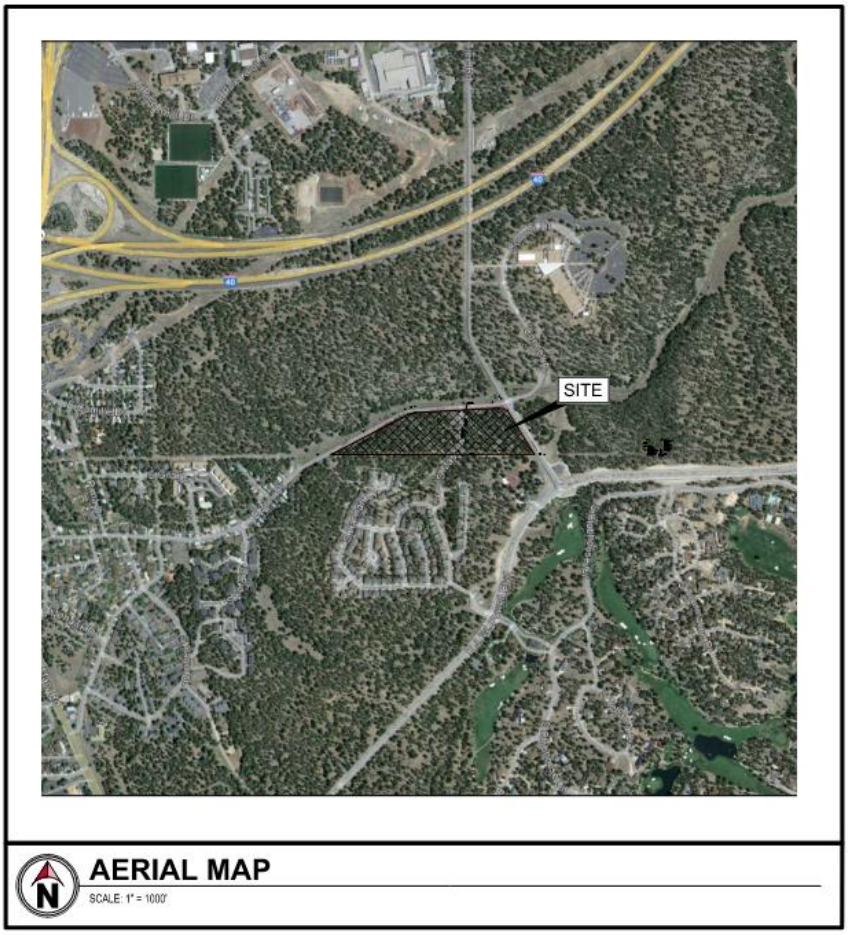
Information on the Project
Traffic Impact Analysis Base Assumptions

City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001

The applicant is responsible for entering the relevant information and submitting the form to the City of Flagstaff and the locality no less than three (3) business days prior to the scheduled meeting. If a form is not received by this deadline, the scope of work meeting may be postponed.

Contact Information	
Consultant Name:	Kentzie Mosley with ViewPoint Engineering
Telephone:	940-655-4881
E-Mail:	kmosley@viewpointengineering.com
Developer/Owner Name:	RedOak Development Group
Telephone:	512-779-9464
Email:	dan@redoakvc.com

Project Information	
Project Name:	Juniper Estates
Project Location: (Attach regional and site specific location map)	2651 Masonic LN Flagstaff, AZ



It is important for the applicant to provide sufficient information to the City of Flagstaff so questions regarding geographic scope, alternate methodology, or other issues can be answered at the scoping meeting.

Project Description: Including type of application (rezoning, subdivision, site plan), acreage, business square ft., number of dwelling units, access location, etc. Attach additional sheet if necessary.	Red Oak Development Group, LLC (RODG) is proposing the development of the property located at 2651 S Masonic LN, a total of 13.82 acres. The site will consist of condominium style townhomes. The site is currently zoned as a mix of rural residential and commercial suburban it will be rezoned to medium density suburban. The average townhome size will be approximately 700 square foot. The proposed site would have access from Zuni dr and Lonetree. The site will be pedestrian friendly and potentially have a bus stop to encourage the use of the City's transportation system			
Trip Generation (Attach calculation summary)	Residential ☒	Commercial ☒	Mixed Use ☐	Other ☐
Proposed Use: Number of Units: ITE Code(s):	Residential Condominium 87 230			
Proposed Use: Number of Units: ITE Code(s):	Click here to enter text. Click here to enter text. Click here to enter text.			
Proposed Use: Number of Units: ITE Code(s):	Click here to enter text. Click here to enter text. Click here to enter text.			
Proposed Use: Number of Units: ITE Code(s):	Click here to enter text. Click here to enter text. Click here to enter text.			
Proposed Use: Number of Units: ITE Code(s):	Click here to enter text. Click here to enter text. Click here to enter text.			

Traffic Impact Analysis Assumptions

Study Period:	Existing:	Opening:	Phase 1:		
	Phase 2:	Phase 3:	Build-Out:		
Study Area Boundaries: (Attach map)	North:	South:			
	East:	West:			
External Factors That Could Affect Project: (Planned road improvements, other nearby developments)	Click here to enter text.				
Available Traffic Data: (Historical, forecasts)	Click here to enter text.				
Trip Distribution: (Attach sketch)	Road Name:	N ____%	S ____%	E ____%	W ____%
	Road Name:	N ____%	S ____%	E ____%	W ____%
	Road Name:	N ____%	S ____%	E ____%	W ____%
	Road Name:	N ____%	S ____%	E ____%	W ____%
Annual Vehicle Trip Growth Rate:	Click here to enter text.				
Peak Period for Study: (Check all that apply)	☐ AM	☐ Midday	☐ PM	☐ SAT	
Study Intersections and/or Road Segments: (Attach additional sheets as necessary)	1. Click here to enter text.	2. Click here to enter text.			
	3. Click here to enter text.	4. Click here to enter text.			
	5. Click here to enter text.	6. Click here to enter text.			
	7. Click here to enter text.	8. Click here to enter text.			
	9. Click here to enter text.	10. Click here to enter text.			
Trip Adjustment Factors: (Attach calculations and assumptions)	Internal allowance: ☐ Yes ☐ No Reduction: _____% of trips	Pass-by allowance: ☐ Yes ☐ No Reduction: _____% of trips			
Software Methodology:	☐ Synchro ☐ HCS (v.2010) ☐ aaSIDRA ☐ CORSIM ☐ Other: _____				
Traffic Signal Proposed or Affected: (analysis software to be used, progression speed, cycle length)	Click here to enter text.				
Improvement(s) Assumed or to be Considered:	Click here to enter text.				
Relevant Traffic Studies Considered:	Click here to enter text.				
Plan Submission:	☐ Master Development Plan ☐ Preliminary / Sketch Plan	☐ Generalized Development Plan ☐ Other Plan Type (Final Site, Subd. Plan)			
Analysis Types:	☐ Queuing Analysis ☐ Merge Analysis ☐ TDM Measures ☐ Other: _____	☐ Actuation / Coordination ☐ Bike / Ped Accommodations ☐ LOS Analysis ☐ Other: _____	☐ Weaving Analysis ☐ Intersection(s) ☐ Delay Analysis		

It is important for the applicant to provide sufficient information to the City of Flagstaff so questions regarding geographic scope, alternate methodology, or other issues can be answered at the scoping meeting.

Notes on Assumptions

Click here to enter text.

Traffic Impact Analysis Fee

*TIA Analysis Category**	*Fee Schedule (Levels 1-5)***
0	1
1 & 2-M	2 & 3
2-L & 2-MULTI	4 & 5

TIA REVIEW FEE: $_____

*refer to Flagstaff City Code 13-05-002-0003.3 for TIA Analysis Category
**refer to Flagstaff City Code 3-10-001-0002 for current Fee Schedules

Applicant or Consultant

SIGNATURE: _____ DATE: Click to enter date.

PRINT NAME: _____

City of Flagstaff Approved ☐ Revisions Required ☐

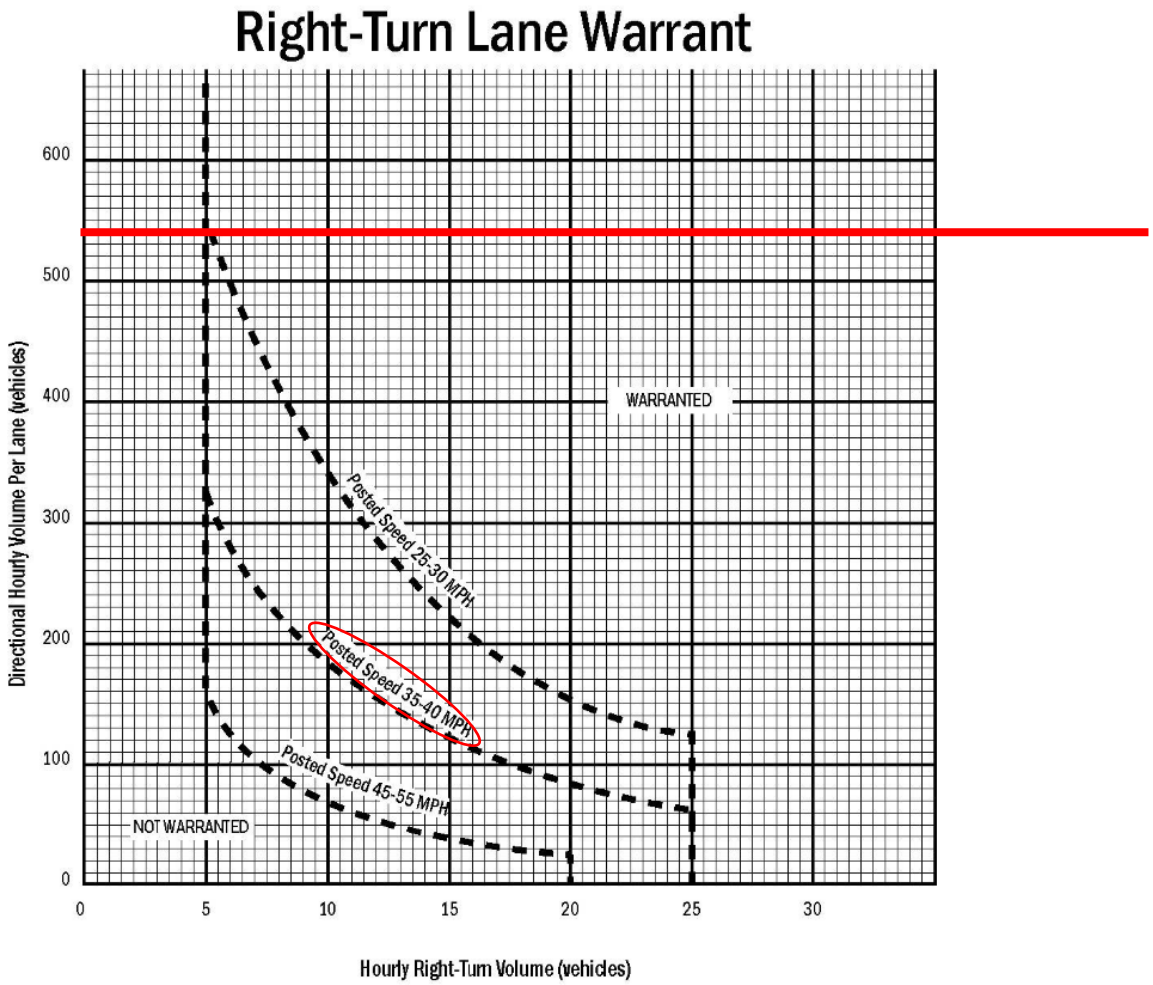
SIGNATURE: _____ DATE: _____

PRINT NAME: _____

It is important for the applicant to provide sufficient information to the City of Flagstaff so questions regarding geographic scope, alternate methodology, or other issues can be answered at the scoping meeting.

Juniper Estates Rough Calculations for Right Turn Warrant Analysis off Lone Tree

- Lone Tree SB volume 2019 is 501 vph grown at 2% in 2023 is **542 vph** = (1.02)^4*501
- Lone Tree posted speed limit is **35mph**
- Would need **6 vehicles** making a SBR turn to warrant a right turn lane.
- 82-unit multi-family residential community – ITE Code 220:
    - Weekday AM Peak
        - Fitted Curve: **48** (Total), 12 (Entry), 36 (Exit)
    - Weekday PM Peak
        - Fitted Curve: **56** (Total), **35 (Entry)**, 21 (Exit)
- In the PM, assuming 90% entering in the SB direction and 10% entering in the NB direction. Of the 90% SB 45% turn onto Zuni and 45% turn into site off Lone Tree. So, 45% of 35 vehicles is **16 vehicles** making a SBR into the site from Lone Tree. This meets warrants for a designated SB right turn lane with the project.
- When Lone Tree goes to a 4-lane cross-section, there would need to be less than 120 vehicles SB on Lone Tree, in the curb lane, to *NOT* meet warrants.



CITIZENS PARTICIPATION REPORT

November 2024

Revised: -December 2025

Pinehaven – Condominium Development

2951 S Masonic Lane
Flagstaff, AZ 86005

Prepared for

Red Oak Development Group, LLC

RODG DT Pine Haven Horizontal LLC
2121 East 6th Street, Suite 203
Austin, Texas 78702

Prepared By:

ViewPoint Engineering
2121 East 6TH Street, Suite 203
Austin, TX 78702
VPE Project No: **22004**

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APPENDIX A: Supporting Documents

A.1 Neighborhood Meeting Notification Techniques

A.2 Meeting Handouts

A.3 Presentation Boards

A.4 PowerPoint Presentations

A.5 Neighbor Comments Received

1.0 Citizen Participation Report

1.1 Meetings Plan – Details of Techniques.

The applicant provided a neighborhood meeting plan to the City for review and approval prior to implementation (see appendix for a copy). The plan details the dates of the anticipated meetings as well as the mailing list of properties effected within 300 feet of the project.

Notifications provided: The applicant sent a notification letter to the neighbors indicated on the plan. The letter provided the requisite information and provided additional attachments illustrating the project description, site criteria and location. Refer to the appendix for a copy of the notifications

General Notification: Additionally, a sign (meeting city criteria) was posted at the corner of Lone Tree and Zuni providing the appropriate meeting information.

2.0 Summary of Concerns: Meeting #1-10/17/2024

The Applicant provided a PowerPoint presentation (see appendix) describing the project to the neighbors and had an open discussion about impacts to the area and discussion of neighbor concerns. The meeting's sign in sheet and printouts of the received comments can be found in the appendix. The following is a summary of the concerns recorded at the meeting as well as written comments submitted to the applicant and/or city. The general items of concern / reasoning for opposition can be categorized as

- Zoning Use
- Traffic / Pedestrian Separation
- Dark Skies / Firewise
- Open Space / Clubhouse / Noise
- Condominiums / Townhouses / Rentals / Fractional Ownership.
- Architecture
- Onsite Parking Adequacy / No Parking on Masonic
- Trash / Snow Removal
- Environment / Stormwater

2.1 ZONING

The neighbors expressed concerns regarding the change of zoning from Rural Residential (RR) to Medium Density Residential (MR). They felt a denser zoning on the parcel would negatively impact traffic (see traffic below) and the environment (see natural resources below).

The current property zoning is primarily RR however the northeast corner of the property is zoned as SC – Urban Commercial. Upon review of the City's master plan, it was determined the zoning shown on the maps were placeholders based upon potential future growth in the overall region and not meant to be permanently defining. For instance, SC Commercial on the corner of a major intersection could likely be a gas station. These regional planning methods were illustrated to the neighbors. It should be noted those in attendance expressed more negative feelings about the possibility of the gas station.

In addition to the general regional planning aspect, the applicant described potential RR use implementation on site and, to be compliant with city code, given the challenges of the site from a topological standpoint would likely require the same level of disturbances to the surrounding environment.

Further, the applicant provided the zoning map of the surrounding area. Upon review of this map, it can be illustrated that the change in zoning is consistent with the area. The parcels to the south of the project site are either the same or more dense (high density residential HR) in nature. These developments, similar to the proposed, cluster residential units and preserve more open space. The tradeoff in density vs preservation provides a more sustainable community.

2.2 TRAFFIC / PEDESTRIAN SEPARATION

The neighbors expressed concerns about traffic in the immediate area. They provided stories of issues related to the intersection of Lone Tree and Zuni as well as Zuni and Masonic Lane. They felt the increased traffic from 83 residential units would obviously exacerbate the problems. Largely the neighbors questioned as to if the project would be providing a Traffic Light at the intersection of LoneTree and Zuni. They felt a signal would alleviate the traffic problems as the traffic is due to the turning movements.

Through consultation with City staff, the project did not warrant any traffic improvements to the intersection. The project is providing deceleration and turning lanes to address the immediate needs for the development only. However, also upon review with Staff, the applicant provided information related to the City's planned improvements to Lone Tree Road and more specifically to the intersection. The exact timing of the improvements was not known at the time of the meeting.

The city is proposing either a traffic signal or a roundabout at the intersection. These plans are still in progress and the city could not offer any more information for us to provide to neighbors except to say in progress. We are currently seeking additional information to provide to the community but the knowledge it is forthcoming was encouraging.

Another aspect of traffic from the development was increased traffic on Masonic Lane through the Pinnacle Pines development. This was not specifically studied; however, the project is providing multiple points of ingress and egress. As such, the project should provide a net neutral effect. In conjunction with the future improvements to Lone Tree, those in attendance seemed to indicate traffic had been addressed.

Separation of Pedestrian pathways from traffic has been mitigated/improved as much as possible with the proposed development. The project will be installing a sidewalk along the frontage of Zuni Road and , where feasible, a grass strip is provided to allow for a buffer from traffic. It was not possible to provide the buffer strip along the frontage where Zuni has a bend in the roadway. Providing a buffer in this area would disturb forested areas as well as protected steep slopes. The second area where a buffer was not viable was along Zuni to the east of Masonic Lane. This area is the bottom of the watershed and collects a good deal of runoff from this project as well as portions of Pinnacle Pines. As such conveyance of this area is critical to reduce any potential flooding. Based upon the topography, providing the gras buffer would have further impacted natural resources.

2.3 Dark Skies / Firewise

Flagstaff being the world's first Dark Skies city was one of the draws of the developer for this project. As such, we would like to confirm the project will meet all Dark Skies ordinance requirements of the city.

The Pinnacle Pines residents indicated they have been working to implement Firewise strategies within their development and would like to see measures also implemented as part of this project as well. The applicant is also committed to Firewise strategies and will implement them where feasible.

2.4 Open Space / Clubhouse / Noise

Of concern to neighbors was the use and/or implementation of the Clubhouse and Recreational areas of the project and its relation to increased noise. In addition, the neighbors were concerned regarding the duration of the project and associated construction noise.

Regarding construction noise, the applicant provided a rough timetable for the project and a representative of the intended contractor was present to discuss plans during construction. The project is anticipated to be constructed in three phases. Initial site work (rock excavation and rough

grading of both sides of Masonic Lane and construction of about half of the units west of Masonic. The remaining two phases would consist of construction of the remaining units and clubhouse west of Masonic with the final phase being construction of all units east of Masonic. The estimated timetable for the full construction was ~4 years. The large extent of noise will be generated during Phase 1 with the excavation of rock as part of rough grading. The contractor indicated at the meeting that although the site will require a large excavation of rock, the type of rock present can generally be removed with a bulldozer/backhoe and would only minimally require drilling. Further blasting would not be required.

In terms of noise from the clubhouse and recreation areas, the main concern dealt with outdoor activities such as pickleball courts and the like. Or use of the outdoor areas of the clubhouse should it contain a pool. The project does not offer facilities as described. Outdoor recreation areas are limited to walking/hiking trails through the open space areas; and an outdoor spa/plunge pool attached to the clubhouse. The outdoor clubhouse spaces do not provide large gathering areas. Noise levels from the clubhouse are not anticipated to be any greater than that of a typical backyard. In addition, the location of the clubhouse central to the site should buffer any excess noise that may occur.

2.5 CONDOMINIUMS / TOWNHOUSES / RENTALS / FRACTIONAL OWNERSHIP.

2.5-1 CONDOMINIUMS/TOWNHOMES

The community, in different ways, expressed concerns regarding Fractional Ownership vs Rental, as well as a miscommunication/misunderstanding of why the project indicates condominiums vs townhomes.

Regarding Condominiums vs Townhomes, it appears the misconception revolved around the impression a condo is more like an apartment structure. The residents could not understand what we were building and what it would look like. Once the following information was provided to those in attendance the concerns were alleviated.

The structures being proposed will be townhouse type buildings. Unit blocks will contain either 4 or 5 units. The condominium aspect of the development is more of an organization structure of the development which allows for the establishment of a homeowner's association as well as common spaces along with the providing for management of the grounds. The condominium designation is also applied as this is the designation the city requires for a development of this type.

2.5-2 FRACTIONAL/RENTAL/TIMESHARES

The following provides an in-depth explanation of the differences between timeshares and fractional ownership, focusing on ownership structures, financial models, usage flexibility, and community impact. The desire to own vacation property has given rise to various models of shared ownership, including timeshares and fractional ownership. Although both models allow multiple individuals to access the same property, the financial structures, ownership stakes, and usage terms differ significantly.

At Pinehaven, ONLY fractional ownership is offered as a purchase option, with no timeshare involvement. The following sections outline the fundamental differences between timeshares and fractional ownership, highlighting the advantages of Pinehaven's approach.

Additionally, this report will detail how Pinehaven seeks to manage and restrict rentals within the community.

Overview of Timeshares

Timeshares are a popular form of shared vacation property that allows individuals to purchase the right to use a property for a specific time period each year. Although timeshares offer access to desirable locations at a lower cost than full ownership, they come with several limitations that can hinder financial value, community stability and the longer-term aesthetics of a community.

Key Characteristics of Timeshares

1. **No Deeded Ownership**: Timeshare buyers **do not own a portion** of the property itself; instead, they acquire the right to use the property for a designated week or time period each year.
2. **Limited Flexibility**: Most time shares operate on fixed or floating schedules, meaning owners may face scheduling conflicts and lack the flexibility to adjust their vacations.
3. **High Maintenance Fees**: Owners are required to pay annual maintenance fees, regardless of whether they use the property. These fees often increase over time, adding financial burden.
4. **Depreciating Value:** Timeshares tend to lose value quickly, with limited resale opportunities due to an oversaturated market and lack of equity ownership.
5. **Short-Term Usage Focus**: The timeshare model encourages a transient population, with owners spending only one or two weeks per year at the property, leading to low community engagement.

Timeshares can attract vacationers seeking affordable travel options, but the lack of financial benefits and the transient nature of ownership often result in minimal long-term commitment to the property or the surrounding community. Pinehaven has a firm commitment to in no way allow timeshares as part of the community

Overview of Fractional Ownership

Fractional ownership offers a more appealing model for buyers seeking both real estate ownership and the lifestyle benefits of a vacation property. In this structure, multiple owners purchase deeded shares of the property, which gives them proportional ownership and usage rights. For example, at Pinehaven, buyers will have the option to acquire 1/4 shares, granting them three months of usage annually. Unlike timeshares, fractional ownership is structured to provide equity, flexibility, and long-term value in perpetuity. As a comparison, the community Seven Canyons, is a fractional ownership community in Sedona, Arizona.

Structure of Fractional Ownership

1. **Deeded Ownership:** Buyers own a percentage of the property and receive a title deed reflecting their ownership stake.
2. **Usage Periods:** Owners have proportional access to the property based on their share (e.g., a 1/4 share provides three months of access per year).
3. **Equity and Appreciation:** Owners benefit from any appreciation in the property's value and can sell their share, often at market value.
4. **Shared Maintenance Costs:** Costs such as repairs, insurance, and upkeep are divided among the owners, ensuring lower individual expenses.
5. **Fully Furnished:** Fractional properties come fully furnished and fully maintained both the interior and exterior

Key Differences Between Timeshares and Fractional Ownership

Aspect	Timeshare	Fractional Ownership
Ownership	No ownership stake, only usage rights	Deeded ownership with equity stake
Usage	1-2 weeks per year	Proportional usage (3 months for 1/4 share)
Flexibility	Fixed or floating weeks; limited adjustments	Flexible scheduling based on owner agreements
Resale Value	Limited resale opportunities	Potential for market-value resale
Maintenance Costs	High annual fees per person	Shared among co-owners, part of HOA fees
Community Impact	Transient users; minimal engagement	Consistent owner presence; fosters community
User Type	Tends to be for the short-term vacationer that seeks affordability above all else	Tends to be in the nicest parts of the world with access to 5-star amenities

Benefits of Fractional Ownership for the Pinehaven Community and Neighbors

1. **Economic Growth and Property Value Appreciation:** Fractional ownership models attract high-income buyers seeking second homes or vacation properties, which brings increased spending in the local economy. As owners have a vested interest in maintaining their property, this encourages well-maintained homes that contribute to overall property value appreciation within the neighborhood. Pinehaven's owners will be stakeholders in the community, driving demand for local services, businesses, and seeking to maximize their living experience.

2. **Long-Term Community Engagement:** Since fractional owners own a stake in the property, they tend to have a stronger attachment to the community compared to timeshare users. Rather than treating their time at Pinehaven as a fleeting vacation, fractional owners are likely to engage in community events, support local businesses, and establish relationships with neighbors. This results in a more connected and stable neighborhood atmosphere.

3. **Lower Impact on Neighborhood Stability:** Unlike timeshare developments that can lead to a high turnover of short-term vacationers, fractional ownership encourages consistent visitation patterns. Owners returning to Pinehaven multiple times a year will develop a connection to the area, contributing to a sense of familiarity and security among neighbors. This creates a more stable residential environment compared to areas with transient vacation renters.

4. **Better Property Maintenance and Care:** Fractional owners are financially invested in their properties, which motivates them to ensure that the homes remain in excellent condition. The cost-sharing model also ensures that high-quality maintenance and upkeep are feasible. Pinehaven's properties will be well-managed through professional services, ensuring that the entire development maintains a high aesthetic standard—benefiting both owners and the surrounding community.

5. **No Timeshare-Related Issues or Concerns:** Pinehaven’s decision to offer no timeshare options ensures that the development avoids the negative perceptions and logistical challenges associated with timeshares. Some communities oppose timeshares due to concerns about high traffic, overuse, and poor property maintenance. By focusing solely on fractional ownership, Pinehaven ensures that the properties will be used responsibly by invested owners who have a long-term stake in the community.

Pinehaven’s Strategy for Responsible Rentals

Pinehaven is committed to ensuring aesthetic appeal, cleanliness, and environmental harmony while offering owners the flexibility to rent their homes responsibly. We understand it is difficult to completely rule out rentals but that does not mean we cannot enforce restrictions to ensure rentals

are done in a responsible manner. With a focus on maintaining a peaceful neighborhood, Pinehaven enforces clear guidelines for short-term rentals through platforms like Airbnb and VRBO to balance rental opportunities with community well-being.

Aesthetic Appeal and Cleanliness Standards

Pinehaven will enforce community-wide design guidelines to ensure that all homes and public spaces maintain a consistent and appealing aesthetic. Owners will be responsible for keeping their properties in good condition, with support from professional maintenance services to ensure that exteriors, landscaping, and public areas meet the development's high standards.

Regular maintenance services, including landscaping, waste management, and seasonal cleaning, will be provided by the homeowners' association (HOA). These services will ensure that the community remains clean, attractive, and well-maintained year-round. Owners will be expected to comply with HOA regulations, and inspections will be conducted periodically to ensure homes meet community standards.

Noise and Traffic Control for Rentals

A priority for Pinehaven is to minimize noise pollution and traffic to preserve the tranquility of the neighborhood. Owners who rent their properties through Airbnb, VRBO, or other platforms must adhere to community rules designed to control noise levels and reduce traffic. Quiet hours will be strictly enforced, with guidelines provided to renters to ensure they respect the peace of the neighborhood.

To prevent congestion, parking limits will also be in place, ensuring that the influx of rental guests does not create traffic issues for neighbors. The HOA will monitor parking areas and provide clear instructions for renters to park in designated spaces. This will minimize disruptions for permanent residents and keep the neighborhood calm and orderly.

Two-Strike Rule for Rental Violations at Pinehaven

To maintain the peace, order, and high standards of the Pinehaven community, the HOA will implement a two-strike rule for owners who violate rental policies. This rule ensures compliance with rental guidelines and holds owners accountable for the behavior of their guests, fostering a safe, clean, and harmonious environment for all residents.

How the Two-Strike Rule Works

1. **First Strike – Formal Warning:**
    - Upon the first violation of rental policies—such as exceeding the 180-day limit, noise disturbances, parking violations, or failure to register guests—the owner will receive a formal warning from the HOA. This warning serves as a reminder of the community's standards and expectations, along with instructions to rectify the issue immediately.
    - The owner will also receive documentation of the violation and a clear outline of the potential consequences of a second infraction.
2. **Second Strike – Substantial Fines and Penalties:**
    - If the same or a similar violation occurs again, the HOA will issue a second warning, accompanied by substantial fines. These fines are designed to serve as a strong deterrent against further non-compliance.
    - In addition to fines, the owner's rental privileges may be suspended temporarily, and continued violations could lead to further penalties, such as permanent restrictions on rental activity.

Purpose of the Two-Strike Rule

The two-strike rule emphasizes accountability and fairness, giving owners the opportunity to correct issues after the first violation while ensuring that repeat offenses carry meaningful consequences. This policy ensures that owners take proactive steps to manage their rentals responsibly and ensures guests understand and comply with community rules.

By enforcing substantial fines and potential suspensions, Pinehaven maintains its commitment to a peaceful, well-regulated community, reducing the risks of noise pollution, traffic congestion, and disruptive behavior associated with short-term rentals.

Enforcing the 180-Day Rental Limit

To maintain the balance between owner use and rental activity, Pinehaven will limit rentals to 180 days per year. This ensures that properties remain primarily for personal enjoyment while still giving owners the opportunity to earn rental income. By capping rental days, Pinehaven prevents the overuse of homes as vacation rentals, reducing the risk of constant guest turnover, noise, and traffic congestion.

The HOA will enforce the 180-day rental cap through a monitoring system, tracking the rental activity of each property. Owners will be required to register all rentals with the HOA, including providing the dates of guest stays. Any property that exceeds the rental limit will be flagged, and owners will face fines or penalties for non-compliance.

Restrictions on Airbnb, VRBO, and Short-Term Rentals

In addition to the 180-day cap, Pinehaven will impose specific restrictions on Airbnb, VRBO, and other short-term rental platforms to ensure that rental activity aligns with the community's values. These restrictions include:

- **Guest Registration:** Owners must register rental guests with the HOA to ensure transparency and accountability.
- **Quiet Hours Compliance:** Renters must adhere to strict quiet hours to minimize noise disruptions for neighbors.
- **Parking Rules:** Guests will be required to follow the community's parking guidelines to prevent overcrowding and maintain smooth traffic flow.
- **Monitoring of Listings:** The HOA will monitor Airbnb, VRBO, and other rental platforms for compliance with the 180-day limit. Unauthorized or excessive rentals will result in penalties such as fines or temporary suspension of rental privileges.

By enforcing these restrictions, Pinehaven ensures that rental activity remains responsible and aligned with community values. The HOA will actively monitor guest behavior and respond promptly to any issues, ensuring that renters follow the rules and maintain respect for neighbors.

Supporting a Stable and Peaceful Community

The careful management of short-term rentals at Pinehaven will promote a stable and peaceful environment for all residents. Unlike developments that permit unlimited short-term rentals, Pinehaven's rental limitations reduce the transient nature of vacation guests, fostering a more consistent community atmosphere. Residents and neighbors will benefit from the stability of reduced guest turnover and well-regulated rental activity.

With the HOA actively involved in monitoring rentals and enforcing community rules, owners can enjoy rental flexibility without compromising the neighborhood's quality of life. This approach ensures that Pinehaven remains a desirable place to live and visit, with minimal noise, traffic, or disruption.

2.6 ARCHITECTURE

The community was exposed to early iterations of the architecture being proposed which had not gone through the full design process. The community concerns prior to the meeting focused on the proposed architecture being "too modern" and "in stark contrast" to the surrounding community. While the general shape of the structures has not changed some of the features were adjusted and material and color choices were made to become more cohesive with the community. The product presented at the meeting was met with support. While moving in a more modern direction, the resulting product compliments the surroundings.

2.7 ONSITE PARKING ADEQUACY / NO PARKING ON MASONIC

The project has been designed to exceed ordinance requirements for parking. The individual units are each provided with one garage space and one driveway space. Additionally, guest parking is provided at a rate of one space for every four units for a net requirement of 2.25 spaces per unit. As the clubhouse is this private community's amenity, it was located centrally to the site with the intent of residents walking to use the facility. However, additional spaces have been provided to accommodate residents who may need to drive to the building instead of walking.

In conjunction with fractional ownership/rental comments and typical multi-car households, neighbors expressed concerns about parking adequacy relating to the likelihood of multiple cars being needed for units instead of the 2.25 allotted. As part of the presentation the applicant provided further information regarding the expected financials related to the units and the demographics of likely owners. The expectation for ownership of the properties is as vacation homes of later in life individuals. Alternatively, as potential fractional ownership or even if rented, more than two cars is unlikely. As such the city required minimum parking is expected to account for any variations which may occur.

2.8 TRASH / SNOW REMOVAL

Neighbors expressed concerns regarding Trash Removal on site as well as the plan for snow removal. Specifically, they were curious how these two items would affect parking on site as they are issues in their neighborhood with spillover parking as a result being located on Masonic further complicating traffic.

Regarding trash removal, they indicate trash bins often impede vehicular movement during collection days. These thoughts were welcome feedback, and the applicant is re-evaluating this element for the development. The intent at this point is to provide curbside pickup, however, the community has a whole is not intended for year-round occupancy. As indicated above, parking should be limited to

garage /driveway spaces or guest parking so is not anticipated to adversely affect other parking or traffic conditions.

With regards to Snow Removal, the concerns of the neighbors were a welcome comment. The project was not evaluated for this aspect. The applicant is currently evaluating options for the development. The current plan is to provide snow storage areas for plows to push snow out of the roadway. This will allow for residents to safely shovel individual drives without being impacted by roadway accumulations. Further it is being evaluated to provide some sort of aspect as part of the home-owners association documents. The specifics have not been finalized at this stage, but the applicant is committed to providing a system which will not affect the other neighborhoods.

2.9 ENVIRONMENT / STORMWATER MANAGEMENT

Environmental concerns raised primarily focused upon the removal of trees from a forested area. Other concerns raised dealt with the resulting stormwater generated from the development as well as the quality of stormwater runoff. These concerns are also of importance to the applicant. The city has strict guidelines related to the protection of natural resources in the area to which the project is meeting or exceeding.

The topography of the site is challenging with several steep slope areas. Additionally, as mentioned, the site is forested with large growth ponderosa pines. To mitigate the impacts to these areas, the project development was designed with a tight limit of disturbance to ensure maximum protection. Upon initial layout, the design team visited the site so the design could be tailored to protect the best areas feasible. Through this design process and in conjunction with architectural design, the development will not only protect the environmental features but also the views of the features around the area.

As with any development the increase in impervious surfaces will generate additional runoff during storm events. This project is proposing a stormwater detention/retention basin to mitigate the effects of the development on the downstream area. The basin will serve two functions; 1) control the rate of runoff leaving the property; and 2) treat the runoff the address the water quality leaving the site. After analyzing the runoff from the site prior to and following construction, the site has been designed to keep the release of runoff at or below the predeveloped condition by holding the majority of runoff in the basin from the west side of Masonic Lane while allowing all of the runoff from east of Masonic to directly discharge downstream. This method allows for a net decrease in runoff from the site. Further the runoff detained in the basin is filtered through the soil media in the bottom of the basin to provide a cleansing effect. The basin is then slowly released. The basin design is intended to mimic the normal processes in nature.

Finally, by slowly filtering and releasing runoff in this fashion the temperature of the discharge is much lower. In a traditional basin, runoff collected picks up heat from the impervious surfaces and then further increases in temperature as it sits in the open. This water is then discharged from the basin within the next 24 hours or so. The short time frame does not provide sufficient time for even a small amount of water to evaporate. This higher temperature runoff can adversely affect the downstream environment. Within the proposed basin, by filtering through the soil media, this extra heat begins to dissipate into the soil. Further the discharge time is extended to permit additional evaporation from the water ponded on the surface.

3.0 SUMMARY OF CONCERNS - MEETING #2-11/21/2024

The Applicant provided a PowerPoint presentation (see appendix). This presentation recapped information previously provided as well as information regarding how the concerns we reviewed and addressed from the previous meeting. The meeting's sign in sheet and printouts of the received comments can be found in the appendix. No "new" concerns were raised at this meeting. Discussions during the meeting focused on clarifications for those who were not in attendance at the first meeting or clarifications on the solutions being presented. The following is a summary of the concerns recorded at the meeting as well as written comments submitted to the applicant and/or city.

3.1 ZONING

The presentation provided a recap of the previous zoning concerns, and a brief discussion took place. The discussion provided the previous clarifications and nNo additional comments were expressed.

3.2 TRAFFIC / PEDESTRIAN SEPARATION

Following a recap of the previous concerns, VPE provided additional information related to placing a traffic signal at the intersection of Lone Tree and Zuni. VPE discussed the 5yr plan with City officials and it said this intersection is not part of the plan and no signal is currently being proposed. No additional comments were expressed.

3.3 DARK SKIES / FIREWISE

Dark skies adherence was discussed following a recap. The project will comply with the appropriate sections of City code. One item of concern from the previous meeting was the presence of large windows (patio doors, etc.) on the proposed homes. These features are not being removed; however, the selected materials contain a Low-E film which provides some tinting effect and additional screening can also be provided.

Firewise aspects were recapped and discussed. The project is not proposing any new efforts as part of the project. City building codes require elements of Firewise methods.

3.4 OPEN SPACE / CLUBHOUSE / NOISE

The item of discussion focused on the park amenity (Pinecone Structure). The look of the structure was a main issue. Red Oak indicated they will look to replace the structure with something less impactful or remove the structure completely. No specific resolution was reached

3.5 CONDOMINIUMS / TOWNHOUSES / RENTALS / FRACTIONAL OWNERSHIP.

The fractional ownership plan was of great concern at the previous meeting. Upon review, **the developer has decided and committed to not building nor selling any timeshares or fractional ownership units.** The units will be sold individually; however, they still may be used as part of short-term rentals such as AirBnB, VRBO, etc. The developer has committed to specific restrictions which will be part of the Homeowners Association documentation.

Restrictions on Airbnb, VRBO, and Short-Term Rentals

Pinehaven will impose specific restrictions on Airbnb, VRBO, and other short-term rental platforms to ensure that rental activity aligns with the community's values. These restrictions include:

- **Guest Registration:** Owners must register rental guests with the HOA to ensure transparency and accountability.
- **Quiet Hours Compliance:** Renters must adhere to strict quiet hours to minimize noise disruptions for neighbors.
- **Parking Rules:** Guests will be required to follow the community's parking guidelines to prevent overcrowding and maintain smooth traffic flow.
- **Monitoring of Listings:** The HOA will monitor Airbnb, VRBO, and other rental platforms for compliance with the 180-day limit. Unauthorized or excessive rentals will result in penalties such as fines or temporary suspension of rental privileges.

By enforcing these restrictions, Pinehaven ensures that rental activity remains responsible and aligned with community values. The HOA will actively monitor guest behavior and respond promptly to any issues, ensuring that renters follow the rules and maintain respect for neighbors.

Supporting a Stable and Peaceful Community

The careful management of short-term rentals at Pinehaven will promote a stable and peaceful environment for all residents. Unlike developments that permit unlimited short-term rentals, Pinehaven's rental limitations reduce the transient nature of vacation guests, fostering a more consistent community atmosphere. Residents and neighbors will benefit from the stability of reduced guest turnover and well-regulated rental activity.

With the HOA actively involved in monitoring rentals and enforcing community rules, owners can enjoy rental flexibility without compromising the neighborhood's quality of life. This approach ensures that Pinehaven remains a desirable place to live and visit, with minimal noise, traffic, or disruption.

How the Two-Strike Rule Works

1. **First Strike – Formal Warning:**
    - Upon the first violation of rental policies—such as exceeding the 180-day limit, noise disturbances, parking violations, or failure to register guests—the owner will receive a formal warning from the HOA. This warning serves as a reminder of the community's standards and expectations, along with instructions to rectify the issue immediately.
    - The owner will also receive documentation of the violation and a clear outline of the potential consequences of a second infraction.
2. **Second Strike – Substantial Fines and Penalties:**
    - If the same or a similar violation occurs again, the HOA will issue a second warning, accompanied by substantial fines. These fines are designed to serve as a strong deterrent against further non-compliance.
    - In addition to fines, the owner's rental privileges may be suspended temporarily, and continued violations could lead to further penalties, such as permanent restrictions on rental activity.

Purpose of the Two-Strike Rule

The two-strike rule emphasizes accountability and fairness, giving owners the opportunity to correct issues after the first violation while ensuring that repeat offenses carry meaningful consequences. This policy ensures that owners take proactive steps to manage their rentals responsibly and ensures guests understand and comply with community rules.

By enforcing substantial fines and potential suspensions, Pinehaven maintains its commitment to a peaceful, well-regulated community, reducing the risks of noise pollution, traffic congestion, and disruptive behavior associated with short-term rentals.

Enforcing the 180-Day Rental Limit

To maintain the balance between owner use and rental activity, Pinehaven will limit rentals to 180 days per year. This ensures that properties remain primarily for personal enjoyment while still giving owners the opportunity to earn rental income. By capping rental days, Pinehaven prevents the overuse of homes as vacation rentals, reducing the risk of constant guest turnover, noise, and traffic congestion.

The HOA will enforce the 180-day rental cap through a monitoring system, tracking the rental activity of each property. Owners will be required to register all rentals with the HOA, including providing the dates of guest stays. Any property that exceeds the rental limit will be flagged, and owners will face fines or penalties for non-compliance.

Longer term Rentals

Pinehaven allows long-term rentals, which are defined as lease agreements with a duration of one year or longer. To ensure the safety and security of the community, all prospective tenants must submit a clean background check to the HOA for approval prior to finalizing a rental agreement. This requirement helps maintain the integrity and well-being of the Pinehaven community. Similar two strike rules apply to long term rentals and will be agreed upon with the owner to enforce an eviction if the long term tenant abuses such rules.

Clean Background Check:

A clean background check is defined as the absence of any of the following disqualifying factors within the timeframes specified below, as reviewed by the HOA or its designated representative:

Criminal History:

- Convictions for violent crimes, including assault, robbery, or offenses involving physical harm, within the past 7 years.
- Convictions for felony offenses related to property damage, theft, or fraud within the past 5 years.
- Convictions for drug manufacturing, trafficking, or distribution within the past 7 years.
- Registered sex offender status or crimes requiring lifelong reporting.

Rental History:

- Documented evictions, lease violations, or failure to pay rent in full within the past 5 years.
- Verified complaints from prior landlords for disruptive behavior or property damage.

Compliance with HOA Rules:

History of non-compliance with HOA or similar community regulations at prior residences, if applicable.

3.6 ARCHITECTURE

No Additional Comments received,

3.7 Onsite Parking Adequacy / No Parking on Masonic

Parking was another item of concern from the previous meeting. Discussion regarding parking were sporadically discussed as part of other elements of the meeting. The following is a list of items the developer is planning on implementing to address parking concerns on the project site.

- Signage / Towing: The project will install signage as require per city code to prevent on-street parking. Additional signage will be posted on Masonic Lane. Additional signage will be posted in parking areas designated for snow removal. The HOA will strictly enforce these restrictions and ensure towing as needed.
- Unit Restrictions / Rental Restrictions: The HOA documents will restrict cars per units and as part of any rental agreement. Fines will be assessed as needed.

3.8 Trash / Snow Removal

Neighbors previously expressed concerns regarding snow removal, more specifically related to parking and trash removal. The developer has contacted a local plow company to discuss servicing the project area. In conjunction with the company a plan was developed to indicate where snow will be piled up when needed. Additionally, to ensure roads are properly maintained during storms, the developer has committed to a 2 inch trigger for plowing services. Barring excessively intense storms, the plow company indicated this trigger should adequately maintain the roadways.

Trash: The project is proposing on-site dumpsters for trash collection. This will remove the need for individual curbside collection.

3.9 Environment / Stormwater Management

The developer recapped the previous presentation and clarified the protections being implemented. One previous concern pertained to the removal of trees and the sightlines from the adjacent development. The developer provided diagrams to illustrate the sightlines to the project as well as rendering of the final product. Further discussions occurred regarding the preservation of woodlands, but no changes were required.

No additional concerns were expressed.

3.10 CONSTRUCTION / TIMELINES

Construction and Timeline: Not so much a concern of the project, but more information. The Neighbors requested information regarding the construction process and what to expect. The following was presented to the neighbors.

- Anticipated Construction Timeline:
    a. Expected Start Date: April/May 2025
    b. Major Site Work (Rock Excavation): to last approx. 3-5 mos; completed End 2025
    c. First Units occupied Spring 2026
    d. Total Project: 3-5 Years
- Rock / Large Wall: What will they look like and will they be visible
    a. Should not be visible from Zuni Drive
    b. Will be surfaced with a Shock-crete type surface for stabilization. This surfacing will be textured and colored to match surrounding as much as possible.
- General Financing: Discussions on how the project will be finacially structured..
    a. Unit costs will be variable
    b. Financing based on Investors and Bank Debt

This information seemed adequate, and no additional comments were expressed.

APPENDIX A: SUPPORTING DOCUMENTS

A.1 NEIGHBORHOOD MEETING NOTIFICATION TECHNIQUES

- Meetings Plan
- Sample Notification Letter w/Handouts
- Sign Posting Notification
- Meeting Sign In Sheets

MEMORANDUM			
SUBJECT	**NEIGHBORHOOD MEETING PLAN – PINEHAVEN**	**VERSION**	v1.0
		DATE:	SEPTEMBER 2024

Objective: The goal is to outline the strategy for engaging property owners, citizens, jurisdictions, and public agencies through a series of neighborhood meetings.

We are submitting for your review and approval the attached plan outlining our approach for conducting neighborhood meetings concerning the proposed development project at [Development Address]. This plan aims to ensure effective public engagement and compliance with city regulations.

- **Notification Area:**
  a. Target Area: Notifications will be sent to property owners, citizens, jurisdictions, and public agencies within 300 feet of the development site.

Table 1: Parcels within Notification Area

OWNER NAME	SITE ADDRESS
Pinnacle Pines Community Association (Hoamco)	3100 S Masonic Ln
Thornquist Patricia & Brent	3097 S Hannah Ln
Nsh Llc	3079 S Hannah Ln
Glazar Joanne M & Richard C	3074 S Hannah Ln
Esmurdoc Revocable Family Trust Dtd 07-11-14	3073 S Hannah Ln
Styskal Jeff J & Emily J Revocable Trust Dtd 02-15-14	3080 S Hannah Ln
Van Der Werf Family Trust Dtd 09-18-97	3086 S Hannah Ln
Vukonich Michael W & Lisa R	3101 S Salvestrin Ln
3109 South Salvestrin Ln Llc	3109 S Salvestrin Ln

- **Notification Methods:**
  a. **Mail:** Formal notification letters will be sent to all identified recipients (see sample attached).
  b. **Newspaper:** Announcements will be published in local newspapers (see sample attached)
  c. **Posting:** Notices will be posted at the development site to adhere to the City's specifications.
  d. **Notification Timeline**: Notification letters will be dispatched, and the posting will be installed on October 7, 2024.

Neighborhood Meeting #1:

1. Meeting Details:
   a. Meeting Type:.....Community Information Meeting
   b. Date:.....October 17, 2024
   c. Time:.....3:00 pm- 5:00 pm
   d. Location:.....Flagstaff Aquaplex- Community Room- 1702 N Fourth St, Flagstaff, AZ 86004
   e. Agenda:
      i. Introduction to the project and its objectives
      ii. Presentation of the proposed development plans
      iii. Open forum for questions and discussion
      iv. Collection of initial feedback and suggestions
   f. Public Comment Period (Approx 45 mins planned)

2. Reporting and Follow-Up:
    a. Feedback Compilation: We will summarize the feedback collected from each meeting.
    b. Reporting to the Director: A detailed report of the meeting outcomes and feedback will be provided to the Director.
    c. Communication of Results: Updates on the status and results of the meetings will be shared through email.

Neighborhood Meeting #2:

1. Meeting Details:
    a. Meeting Type:.....Community Information Meeting
    b. Date:.....November 14, 2024
    c. Time:.....3:00 pm- 5:00 pm
    d. Location:.....Flagstaff Aquaplex- Community Room- 1702 N Fourth St, Flagstaff, AZ 86004
    e. Agenda:
        i. Overview of feedback received from the first meeting
        ii. Discussion of potential revisions and updates to the proposal
        iii. Open forum for further questions and input
        iv. Summary of next steps and project timeline
    f. Public Comment (Approx 45 min planned):

2. Reporting and Follow-Up:
    a. Feedback Compilation: We will summarize the feedback collected from each meeting.
    b. Reporting to the Director: A detailed report of the meeting outcomes and feedback will be provided to the Director.
    c. Communication of Results: Updates on the status and results of the meetings will be shared through email.

Contact Information:

Primary Contact: .....**Luke Caraway**
Title/Position:.....**President**
Organization/Company: .....**Viewpoint Engineering**
Phone Number:.....**737.717.3097**
Email Address:.....**Pinehaven-Zone@viewpointengineering.com**

ATTACHED:
Sample Public Meeting Notification Letter
Sample Public Meeting Newspaper Ad
Sample Public Notice Sign

MAILING ADDRESS
2121 East Sixth Street, Suite 203
Austin, TX 78702
ph: 512.779.9464
www.viewpointengineering.com

Date
via First Class Mail

Address
Street
City, State, Zip
Attn:

Subject: **Notice of Public Hearing regarding**
Direct to Ordinance Zoning Map Amendment
29551 S Masonic Lane
VPE#: 22004

Dear Neighbor,

This is a notice for a community information meeting for an upcoming request by **RedOak Development Group,** property owner, for a **Direct to Ordinance Zoning Map Amendment** for the property located **2951 S Masonic Lane**. The project contains two parcels: one at the southeast corner of Zuni Drive and Lone Tree Road and the second at the southeast corner of Zuni Drive and Masonic Lane. The owner is applying to have both parcels designated MR – Medium Residential in order to construct 83 residential homes as well as a clubhouse and public walking/hiking trails. The parcels are currently zoned RR – Rural Residential / SC – Suburban Commercial and RR – Rural Residential respectively. Refer to the attached documents for additional site-specific information.

The owner invites interested parties and/or authorized agents to attend a public hearing so that they be heard and offer comments. The meeting information is as follows:

- **Date:** ..... October 17, 2024
- **Time:** ..... 3:00 pm- 5:00 pm
- **Location:** ..... Flagstaff Aquaplex- Community Room- 1702 N Fourth St, Flagstaff, AZ 86004

Written comments can be submitted to the applicant and received no later than 2 days prior to the meeting date listed above. Comments can be submitted **via Regular Mail to** 2121 E 6th Street, Austin, TX 78702 or **via email to:** pinehaven-zone@viewpointengineering.com.

A complete application will be available for viewing at the City Planning office on October 2, 2024.

Thank you for your time, and we hope to see you at the meeting.

Sincerely,
ViewPoint Engineering

By: _____
Luke Caraway, PE, President

Attached: Project Description
Site Information
Location Map
FEMA Map
Zoning Map

cc: Client
File

https://viewpointengineering.sharepoint.com/sites/viewpoint/shared documents/vpls/horiz/22004 flagstaff 14/permitting/city/draft notice to property owners.docx

PROJECT DESCRIPTION

RODG DT Pine Haven Horizontal LLC (RODG) is proposing the development of the property located at 2651 S Masonic LN, a total of 13.82 acres. The project, Pinehaven, formerly Juniper Estates, (SITE) is an 83-unit condominium development with clubhouse. The site is currently zoned as a mix of rural residential (RR) and commercial suburban (SC).

The property in question is further identified parcel number 103-26-002-D. A project location map can be found in the appendix.

PLAN OVERVIEW

The project, Pinehaven, formerly Juniper Estates, (SITE) is an 83-unit condominium residential community. The project site is ±13.82 gross acres with ±5.12 acres developed and a proposed improvement density of 6.18 units per acre. (83 units/13.82 acres = ±6). Additionally, the project will construct a clubhouse, stormwater management basin and other associated infrastructure.

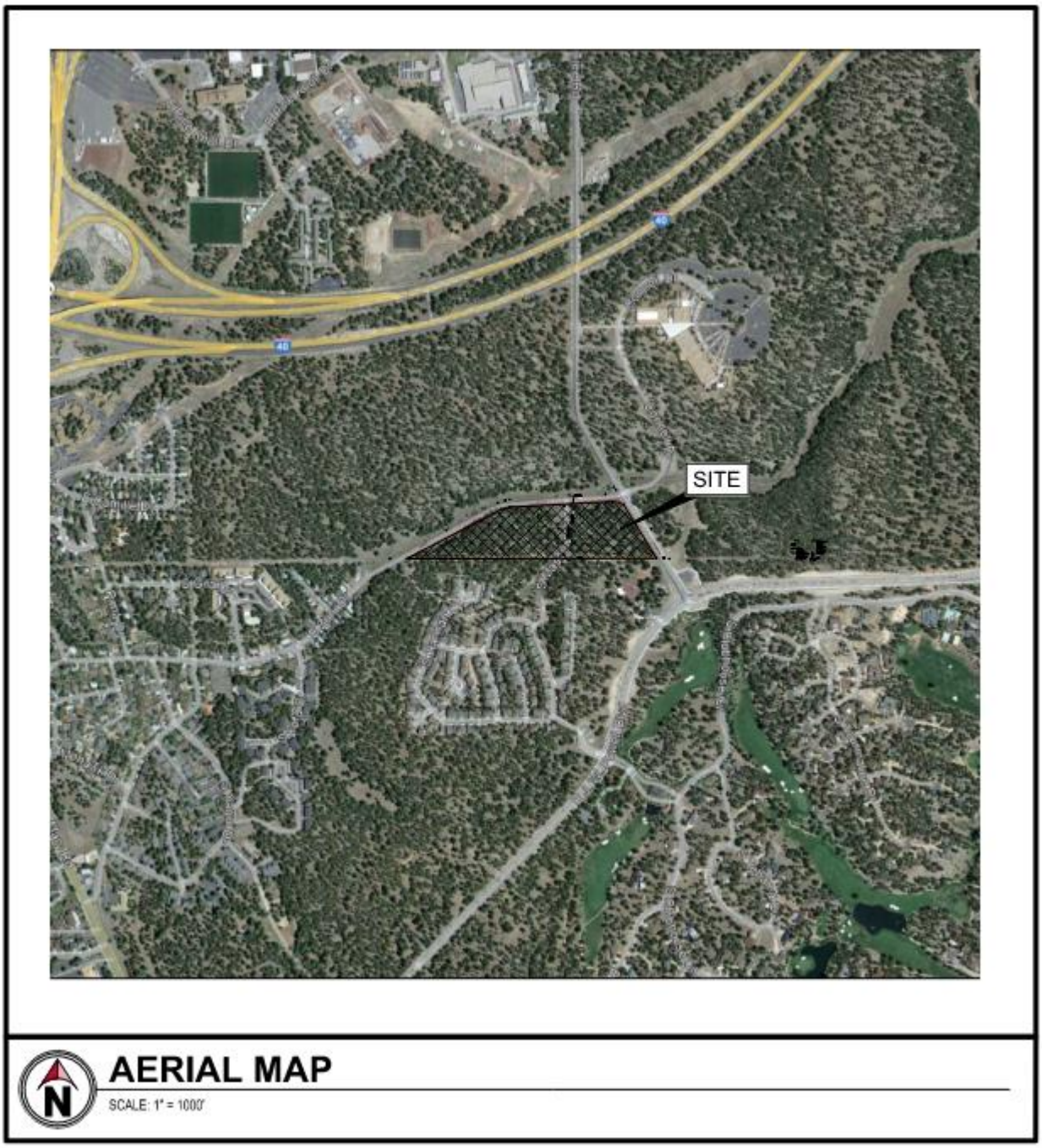
The project site is located on the southwest corner of E Zuni Drive and Lone Tree Road. The Site is bisected by Masonic Lane. To the south of the site is the Pinnacle Pines development consisting of condominium style townhomes. To the west of the site is the National Forest. To the north and the east of the site is vacant undeveloped land that has been purchased by the board of regents for Northern Arizona University.

The SITE will have four (4) access points. Two of the access points will be off Masonic Ln. There will be additional access from Zuni Dr and Lone Tree Rd. These access points will provide access for pedestrians, bicyclists, and motorists.

SITE DATA

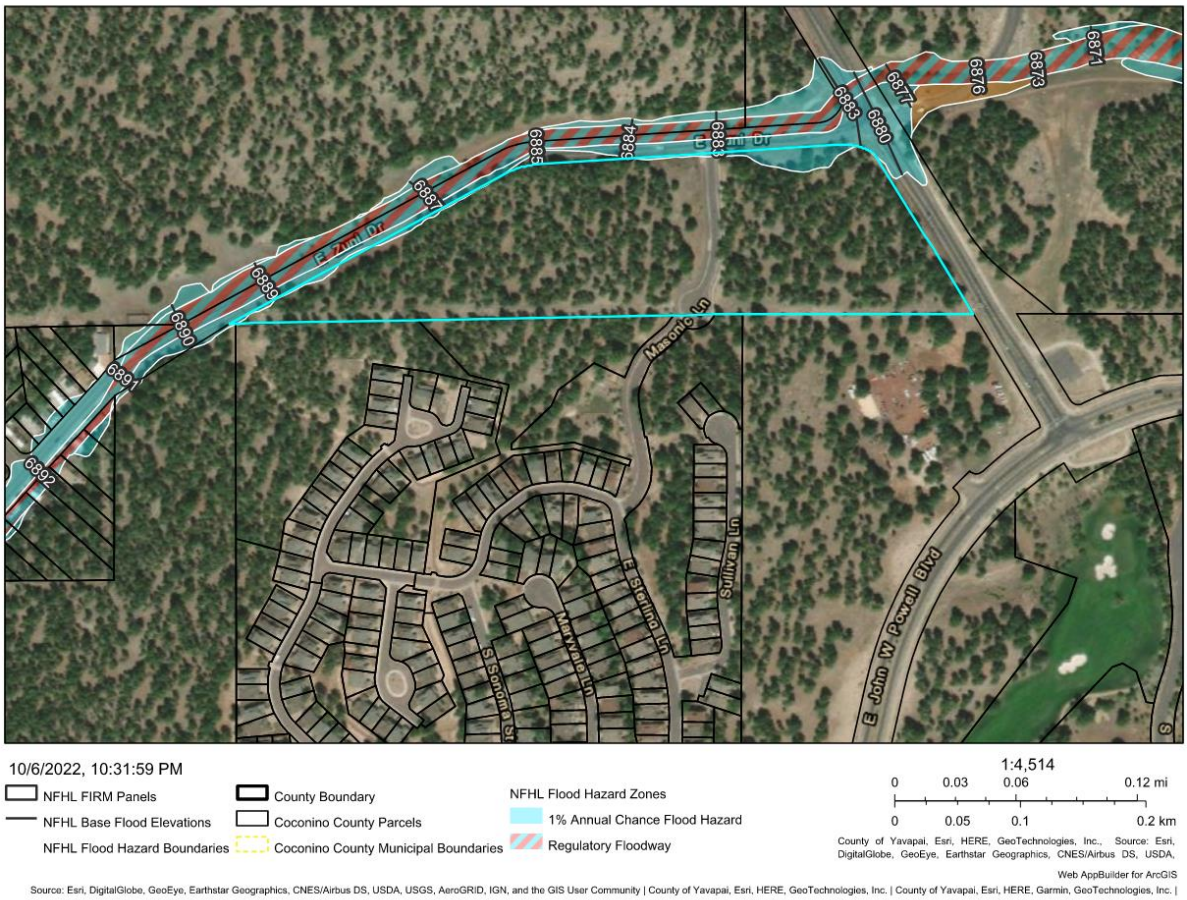
PLAN REFERENCE		
PLAN TITLE		**ALTA/NSPS LAND TITLE SURVEY**
		DATED: SEPT. 14, 2022
SURVEYOR		ARIZONA SURVEYING INC. 1843 W HEAVENLY CT FLAGSTAFF, AZ 86001 JOB NO: 22-42
OWNER APPLICANT		
NAME		**RODG DT PINE HAVEN HORIZONTAL LLC**
ADDRESS		2121 EAST 6TH STREET, SUITE 203 AUSTIN, TX 78702
PARCEL DATA		
ADDRESS		E. ZUNI DRIVE & S. MASONIC LANE FLAGSTAFF, AZ 86001
TAX MAP NO/ PARCEL ID		APN: 103-26-002D
ZONING DATA		
ZONING DISTRICT	*EXISTING*	*RURAL RESIDENTIAL, SUBURBAN COMMERCIAL* *[RPOZ: RESOURCE PROTECTION OVERLY ZONE]*
	PROPOSED	MEDIUM DENSITY RESIDENTIAL (MR)
USE	*EXISTING*	*UNDEVELOPED*
	PROPOSED	RESIDENTIAL (PERMITTED)
STATEMENT OF INTENT		
THE APPLICANT IS PROPOSING TO DEVELOP THE SUBJECT PARCEL WITH TWO NEW ROADS, TOWNHOUSES AND ASSOCIATED SITE IMPROVEMENTS		

A.1 PROJECT LOCATION MAP

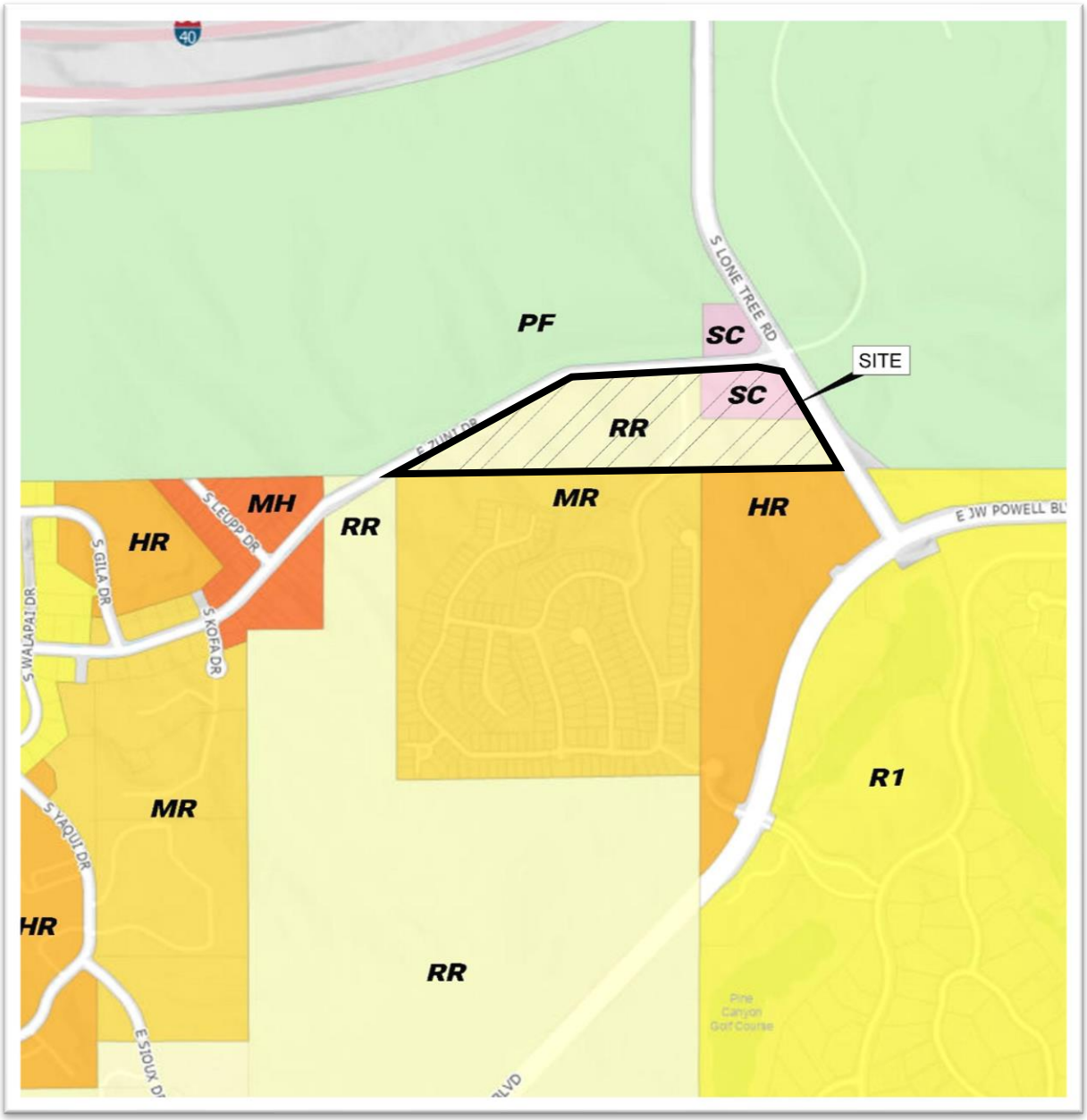


A.2 FLOOD MAP

ArcGIS Web Map



A.3 ZONING MAP



PROJECT DESCRIPTION

Red Oak Development Group, LLC (RODG) is proposing the development of the property located at 2651 S Masonic LN, a total of 13.82 acres. The project, Pinehaven, formerly Juniper Estates, (SITE) is an 83-unit condominium development with clubhouse. The site is currently zoned as a mix of rural residential (RR) and commercial suburban (SC).

The property in question is further identified parcel number 103-26-002-D. A project location map can be found in the appendix.

PLAN OVERVIEW

The project, Pinehaven, formerly Juniper Estates, (SITE) is an 83-unit condominium residential community. The project site is ±13.82 gross acres with ±5.12 acres developed and a proposed improvement density of 6.18 units per acre. (83 units/13.82 acres = ±6). Additionally, the project will construct a clubhouse, stormwater management basin and other associated infrastructure.

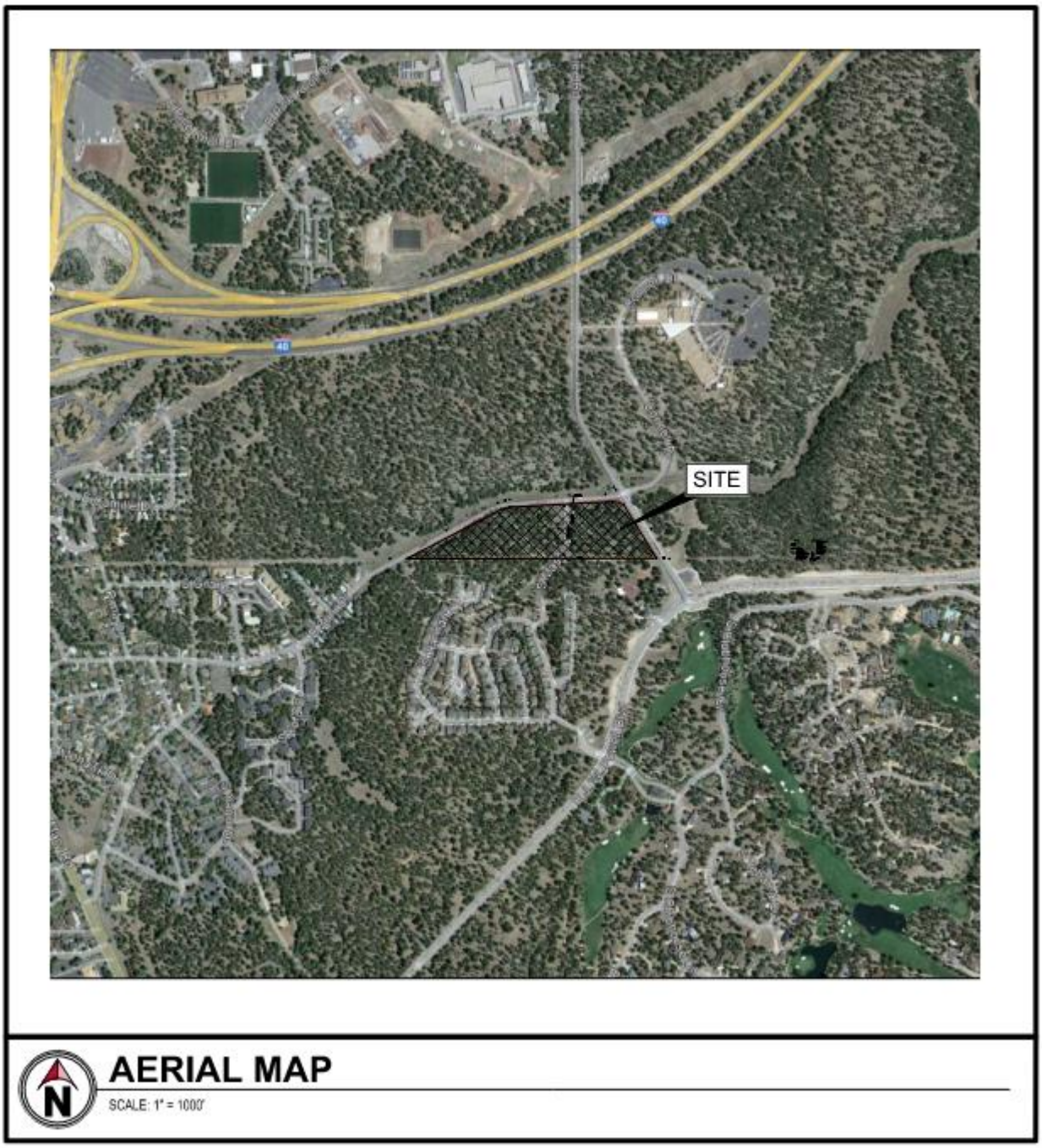
The project site is located on the southwest corner of E Zuni Drive and Lone Tree Road. The Site is bisected by Masonic Lane. To the south of the site is the Pinnacle Pines development consisting of condominium style townhomes. To the west of the site is the National Forest. To the north and the east of the site is vacant undeveloped land that has been purchased by the board of regents for Northern Arizona University.

The SITE will have four (4) access points. Two of the access points will be off Masonic Ln. There will be additional access from Zuni Dr and Lone Tree Rd. These access points will provide access for pedestrians, bicyclists, and motorists.

SITE DATA

PLAN REFERENCE		
PLAN TITLE		**ALTA/NSPS LAND TITLE SURVEY**
		DATED: SEPT. 14, 2022
SURVEYOR		ARIZONA SURVEYING INC. 1843 W HEAVENLY CT FLAGSTAFF, AZ 86001 JOB NO: 22-42
OWNER of RECORD		
NAME		**FLAGSTAFF LODGE NO.7**
ADDRESS		2951 S MASONIC LANE FLAGSTAFF, AZ 86005
APPLICANT		
NAME		**RODG DT FLAGSTAFF PROP CO LLC**
ADDRESS		2121 EAST 6TH STREET, SUITE 203 AUSTIN, TX 78702
PARCEL DATA		
ADDRESS		E. ZUNI DRIVE & S. MASONIC LANE FLAGSTAFF, AZ 86001
TAX MAP NO/ PARCEL ID		APN: 103-26-002D
ZONING DATA		
ZONING DISTRICT	*EXISTING*	*RURAL RESIDENTIAL, SUBURBAN COMMERCIAL* *[RPOZ: RESOURCE PROTECTION OVERLY ZONE]*
	PROPOSED	MEDIUM DENSITY RESIDENTIAL (MR)
USE	*EXISTING*	*UNDEVELOPED*
	PROPOSED	RESIDENTIAL (PERMITTED)
STATEMENT OF INTENT		
THE APPLICANT IS PROPOSING TO DEVELOP THE SUBJECT PARCEL WITH TWO NEW ROADS, TOWNHOUSES AND ASSOCIATED SITE IMPROVEMENTS		

A.1 PROJECT LOCATION MAP



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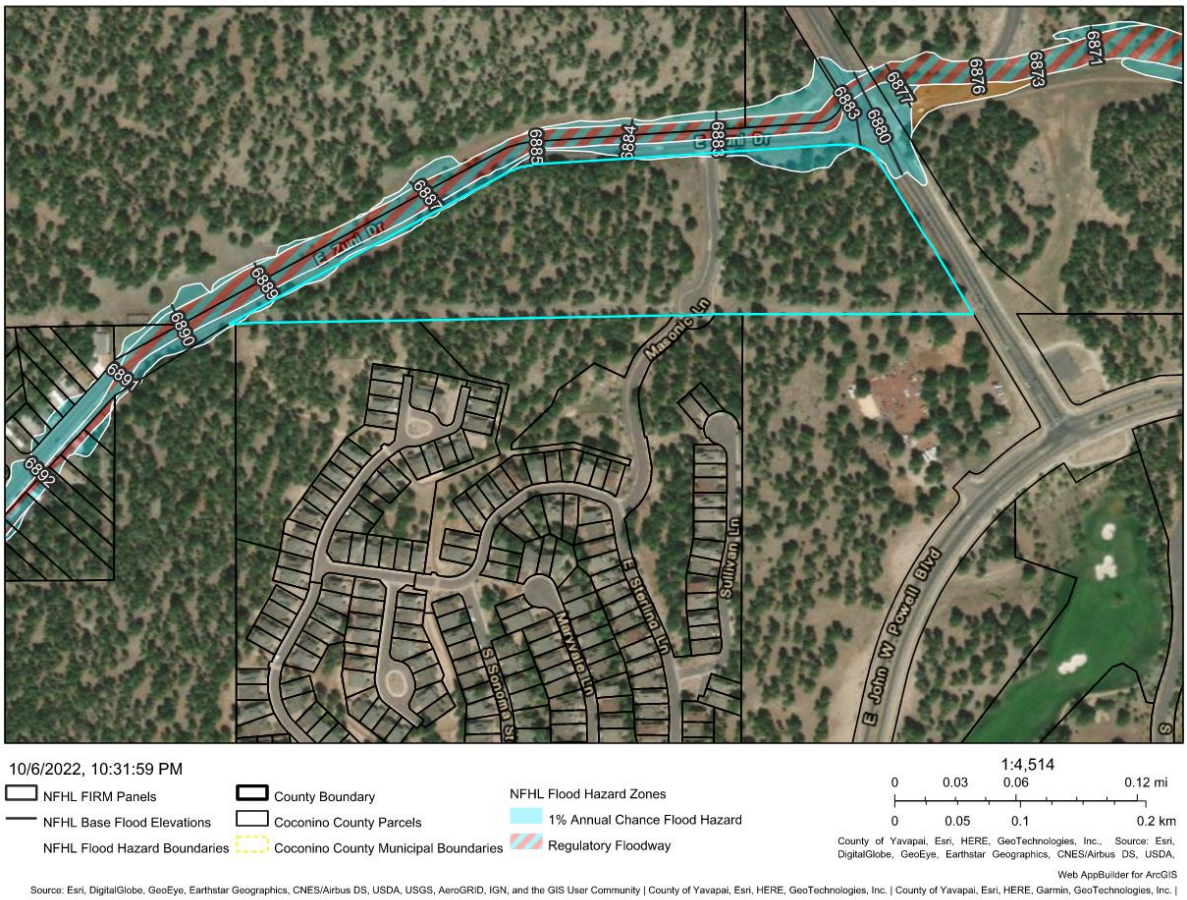

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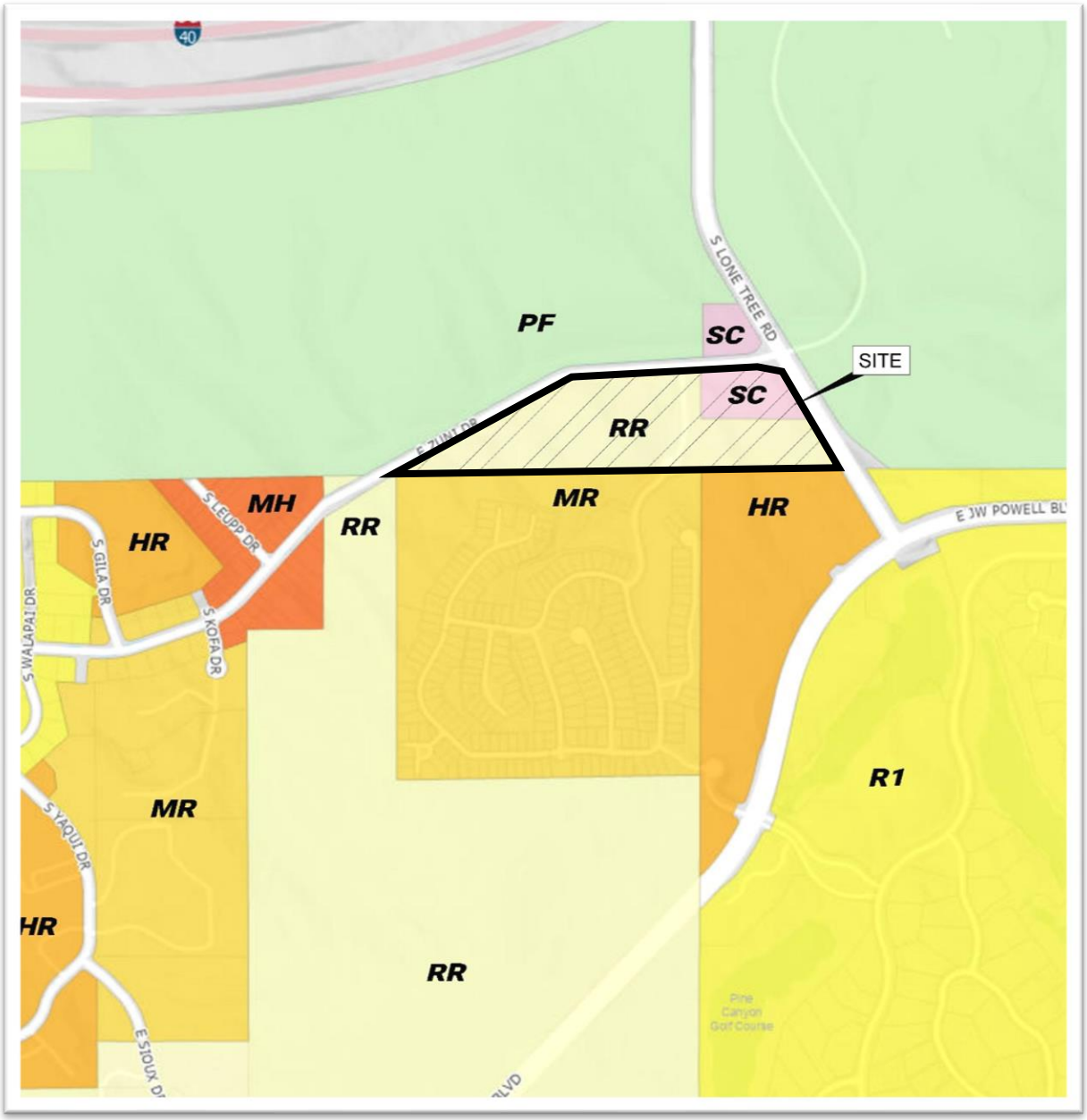

MAILING ADDRESS
2121 East Sixth Street, Suite 203
Austin, TX 78702
ph: 512.779.9464
www.viewpointengineering.com

Site Sign Posting Notification

CITY OF FLAGSTAFF
NEIGHBORHOOD MEETING

Date: Thursday, October 17, 2024
Time: 5:30 pm to 7:30 pm

LOCATION: Flagstaff Aquaplex- Community Room
702 N Fourth St, Flagstaff, AZ 86004.

REQUEST: Direct to Ordinance Zoning Map Amendment

PROPOSAL: NOTICE is hereby given that RODG DT Pine Haven Horizontal LLC , owner of the property located at 2951 S Masonic Lane, is requesting a Direct to Ordinance Zoning Map Amendment for said property. The Property consists of a parcel designated RR Rural Residential and SC Suburban Commercial. The Applicant is requesting a designation of MR Medium Residential.

SITE LOCATION: 2951 S Masonic Lane

SIZE: 13.82 ac

CASE #: PZ-22-00109-04

Applicant Contact Information:
Contact:..... **Marc Toth**
Organization/Company: ..... **Viewpoint Engineering**
Phone Number:..... **737.717.3097**
Email Address:..... **Pinehaven-Zone@viewpointengineering.com**

Flagstaff Planning & Development Services Division: **928.213.2600**

Posting Date: **>>to be filled in by Signarama<<**

MAILING ADDRESS
2121 East Sixth Street, Suite 203
Austin, TX 78702
ph: 512.779.9464
www.viewpointengineering.com

ViewPoint Engineering

Pinehaven Neighborhood Meeting

October 16 – 18, 2024

NAME	ADDRESS	PHONE NUMBER	EMAIL ADDRESS
L Stone + P Watters	3205 S. Hannah Lane		lstone.a3@gmail.com
STEVE WORTH	1164 E STERLING LN, FLAGSTAFF		STEVE.WORTH11@GMAIL.COM
Jim Van Dee Werf	3036 S HANNAH LN	380-244-8138	
Mary Norton	969 E Sterling Ln	979-300-4790	mnortoncomm@gmail.com
Bruce Ertmann	3279 S HANNAH LN		boe714@gmail.com
Irma Sandercock	1005 E Sterling		irma.sandercock@gmail.com
Michael Moreno	3109 S. Salvestrin Lane	602 525 9808	
Michael Pluper	918 E Sterling LANE	303-249-2621	Michaelgeana@gmail.com
Bob + Sue James	3225 So. Sodoma St.		bobjohnjames@GMail.com
CLAIRE WILKINSON	3117 S SALVESTRIN LANE	928-286-7069	MCW48@HOTMAIL.COM
Carol Newton	3202 S Sonoma St	704.236.6374	Carol.newton@peter-roc.com
XMA	900 E Sterling Lane	602 373 1688	XMa@WLGov.com
Sheryl Dawson	3127 S Hannah Ln	281 451 4244	sdawson@celebratingchrist.com
Tania Cagnin	925 E. Sterling Lane	415 298 3363	TZWAVE@HOTMAIL.COM
VINCENT LOPEZ	925 E STERLING LN.	" " "	" " "
Patrick Hurley	Coconino College	928 853 9097	constnmgr@gmail.com

ViewPoint Engineering

MAILING ADDRESS
2121 East Sixth Street, Suite 203
Austin, TX 78702
ph: 512.779.9464
www.viewpointengineering.com

Pinehaven Neighborhood Meeting - November 21, 2024

(please print)

NAME	ADDRESS	PHONE NUMBER	EMAIL ADDRESS
Irma Sandercock	1005 E. Sterling Ln	480.390.2282	irma.sandercock@gmail.com
BILL SANDERCOCK	" " "	" " "	" "
Dana Coughlin	1037 E. Sterling Ln	480-205-6635	
Bill Coughlin	" " " "	" " "	billc1970@msn.com
BRUCE ERTMANN	3279 S. HANNAH	949-300-4770	bce714@gmail.com
JASON HALE	216 N HUMPHREYS ST	928.458.5155	CSGHALE@GMAIL.COM
PATRICK HURLEY	1701 N SLIPPERY ROCK RD	928 853-9097	CONSTNMGR@GMAIL.COM
Bob Jamm	3225 S. Sonoma St.	928-699-6977	bobjohnjamm@Gmail.com
Mary Norton	969 E Sterling	909-5135332	mnortoncomm@gmail.com
Carol Newton	3202 S Sonoma St	704 236 6374	Carol.newton@peter-rock...

A.2 MEETING HANDOUTS

- Handouts 10/17/2024 and 11/21/2024

PROJECT DESCRIPTION

RODG DT Pine Haven Horizontal LLC (RODG) is proposing the development of the property located at 2651 S Masonic LN, a total of 13.82 acres. The project, Pinehaven, formerly Juniper Estates, (SITE) is an 83-unit condominium development with clubhouse. The site is currently zoned as a mix of rural residential (RR) and commercial suburban (SC).

The property in question is further identified parcel number 103-26-002-D. A project location map can be found in the appendix.

PLAN OVERVIEW

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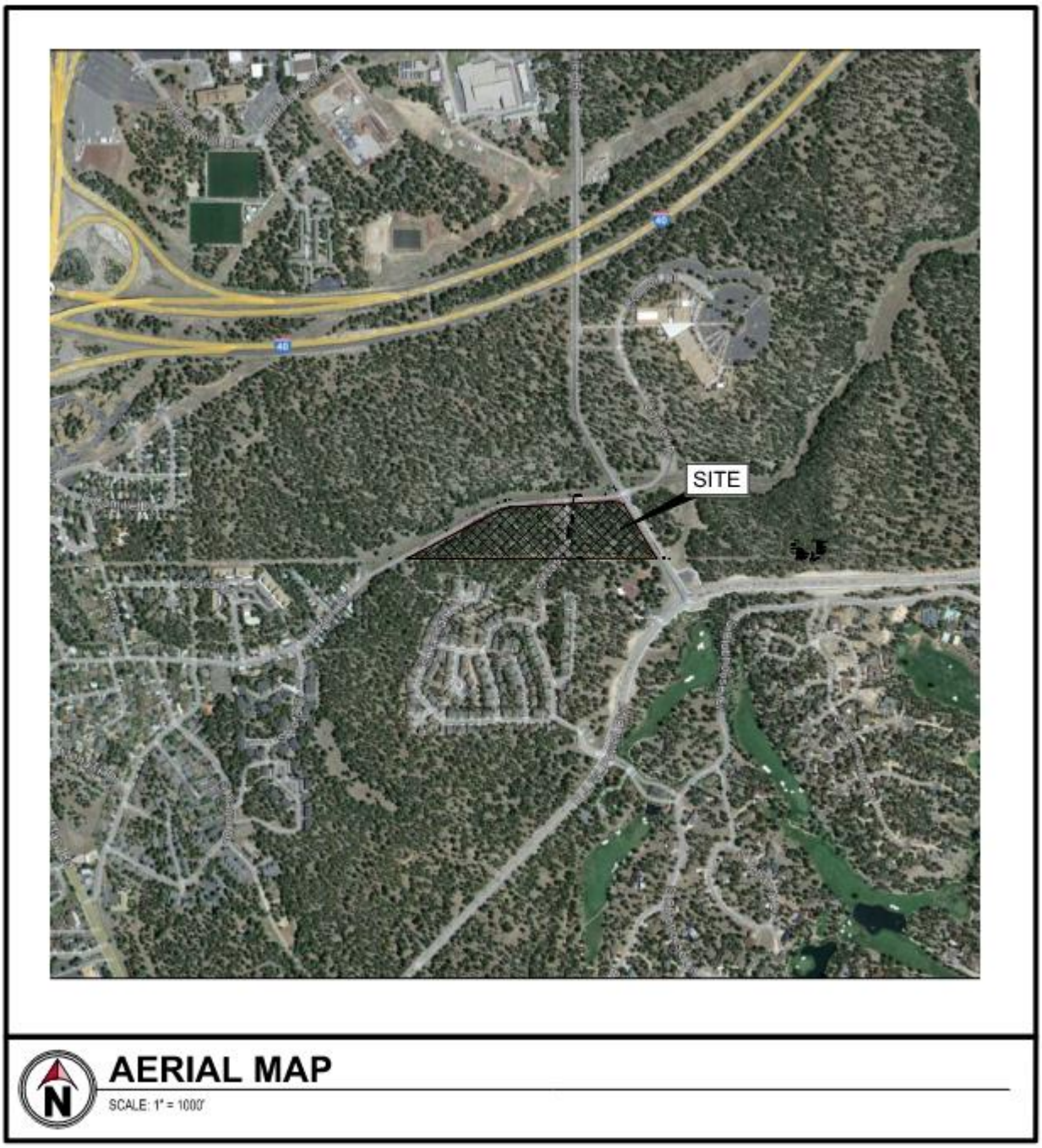
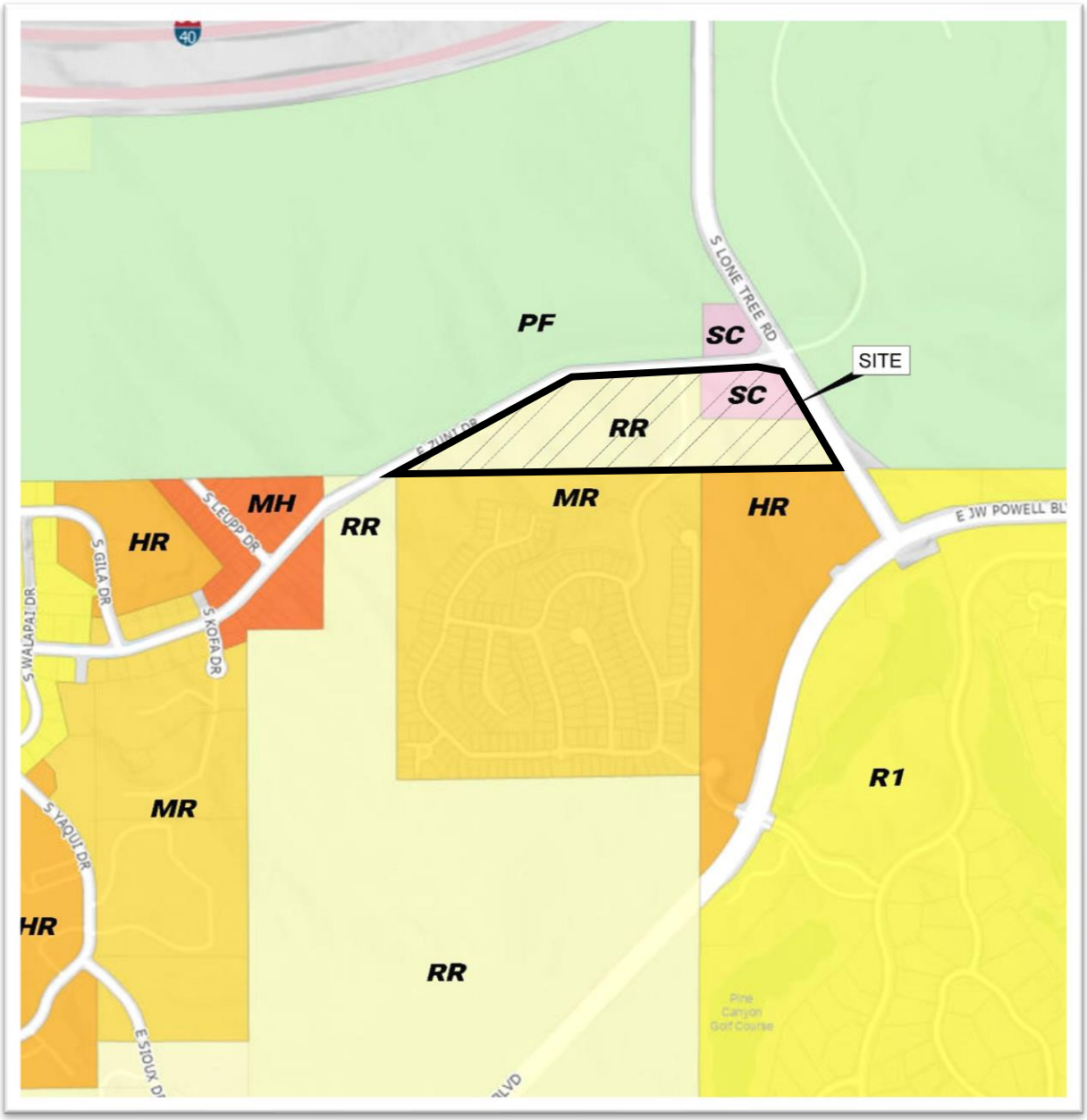


A.3 ZONING MAP



A.3 PRESENTATION BOARDS

- Meeting 10/17/2024 & 11/21/2024

ViewPoint Engineering
FIRM No. F-23395
viewpointengineering.com
2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702

ZUNI DRIVE

MASONIC LANE

SWM BASIN

PRELIMINARY
NOT FOR CONSTRUCTION
THIS PLAN HAS BEEN PREPARED FOR GENERAL DISCUSSION ONLY AND IS BASED UPON LIMITED DUE DILIGENCE.

PINEHAVEN RESIDENTIAL DEVELOPMENT

COCOCINO COUNTY, ARIZONA
OCTOBER 2024

V:\WORK_22004 FLAGSTAFF 141_DRAWINGS\EXHIBITS\24-1009 22004 RENDER SITE || MARCT



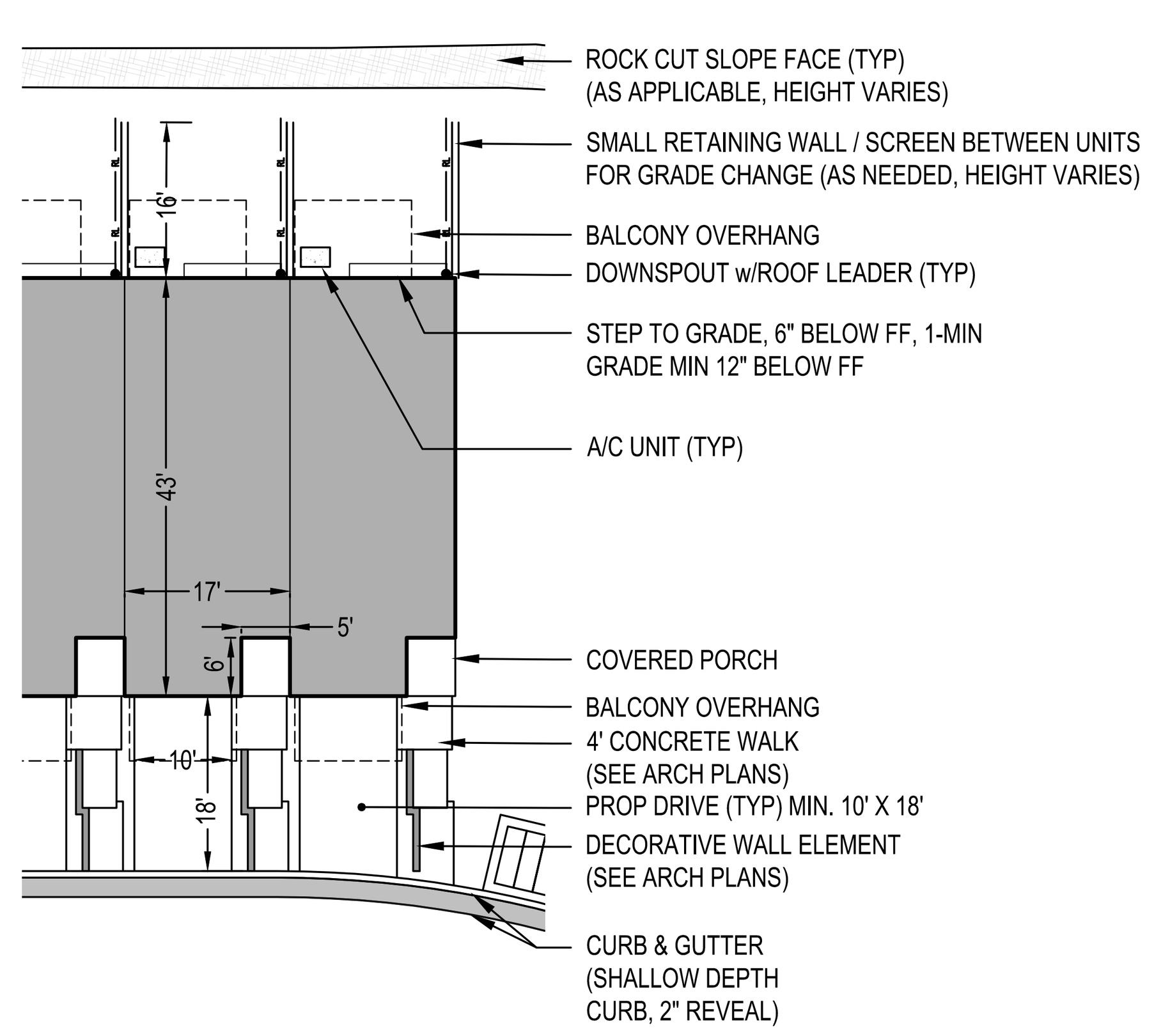
ViewPoint Engineering
FIRM No. F-23395
viewpointengineering.com
2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702

PINEHAVEN RESIDENTIAL DEVELOPMENT

COCOCINO COUNTY, ARIZONA
OCTOBER 2024

PRELIMINARY
NOT FOR CONSTRUCTION
THIS PLAN HAS BEEN PREPARED FOR GENERAL DISCUSSION ONLY AND IS BASED UPON LIMITED DUE DILIGENCE.

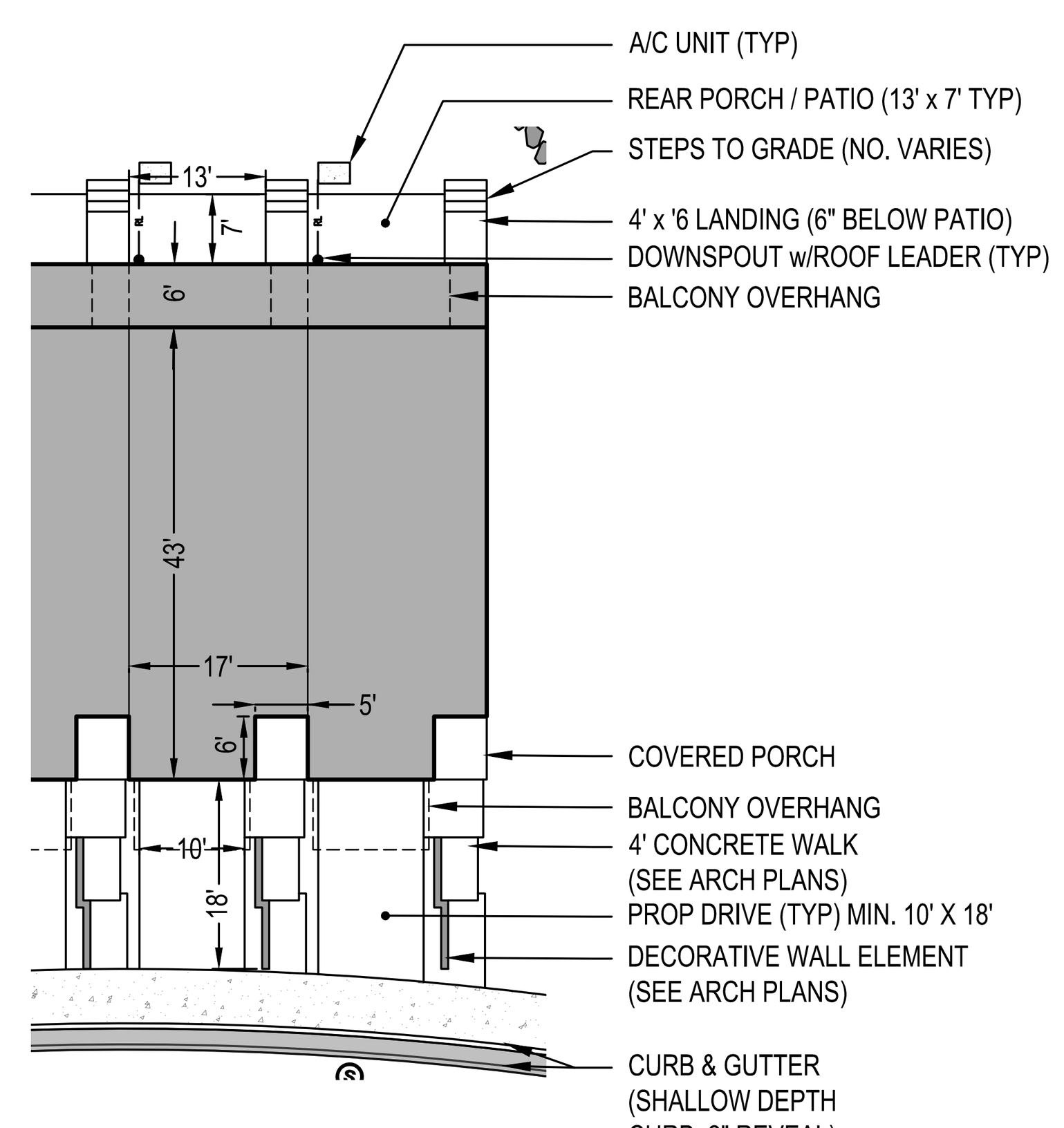
V:\WORK_22004 FLAGSTAFF 141\DRAWINGS\EXHIBITS\24-1009 22004 RENDER SITE || MARCT



UNITS IN CUT
(3-STORY / SLAB ON GRADE)

PONDEROSA UNIT

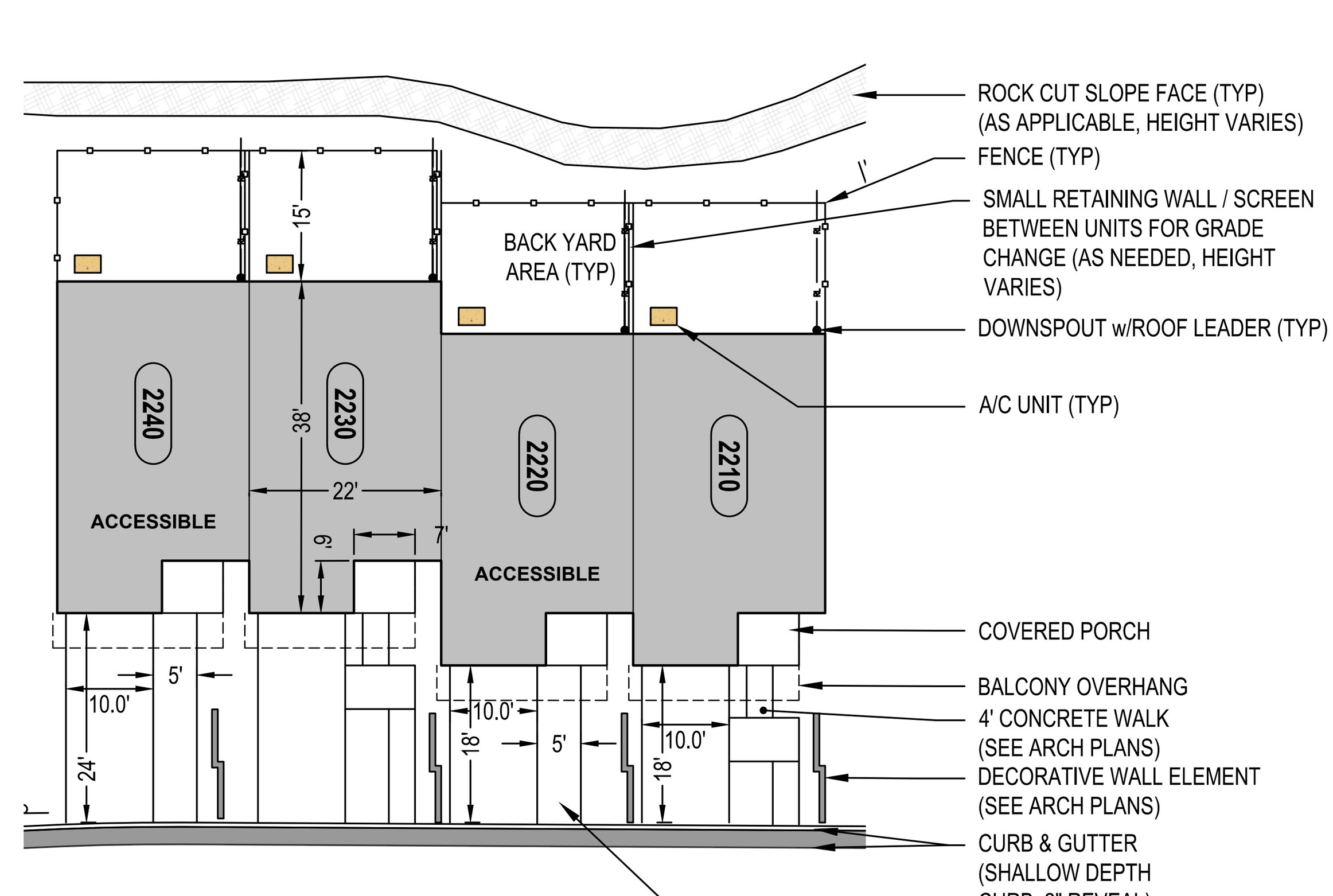
NOT TO SCALE



UNITS IN FILL
(2-STORY FRONT / 3-STORY REAR)

ASPEN UNIT

NOT TO SCALE



UNITS IN CUT
(2-STORY / SLAB ON GRADE)

JUNIPER UNIT

NOT TO SCALE

BUILDING SUMMARY

BUILDING MODEL	UNIT TYPE	Qty	FLOORS	TOTAL FLOOR AREA (SF)	BEDROOMS	BUILDING NUMBER
PONDEROSA	INTERIOR UNIT	32	3	2,226	3	10, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21, 24, 26, 28, 29
	END UNIT	30	3	2,250	3	
ASPEN	INTERIOR UNIT	9	3	2,180	2	12, 23, 25, 27
	END UNIT	8	3	2,231	3	
JUNIPER	INTERIOR UNIT	2	2	1,565	3	22
	END UNIT [ACCESSIBLE]	2	2	1,585	4	
	TOTAL	83				
CLUBHOUSE			2	5,100	N/A	N/A

Contact Arizona 811 at least two full working days before you begin excavation

ARIZONA 811 BLUE STAKE, INC.

Call 811 or click Arizona811.org

LOCATION OF EXISTING UNDERGROUND UTILITIES IS APPROXIMATE AND BASED ON OBSERVABLE SURFACE FEATURES ONLY. THE CONTRACTOR SHALL CONTACT THE ONECALL SYSTEM PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES AND DETERMINE THE EXACT LOCATION OF ALL UTILITIES. CONTRACTOR RESPONSIBLE FOR ANY AND ALL DAMAGES INCURRED BY FAILURE TO LOCATE UTILITIES.

GENERAL NOTES

1. FIRE HYDRANTS, STREET LIGHTS AND LANDSCAPING ALONG ZUNI & LONE TREE FRONTAGES WILL BE PROVIDED IN ACCORDANCE WITH CITY OF FLAGSTAFF ENGINEERING STANDARDS.
2. ALL PROPOSED DRIVE AISLES WILL BE PROVIDED WITH RED CURBING AND NO PARKING/FIRE LANE SIGNAGE.

CITY OF FLAGSTAFF - GENERAL NOTES

1. APPROVAL OF THESE PLANS BY THE CITY ENGINEER IS FOR A ONE (1) YEAR PERIOD, SUBSEQUENT TO THE DATE OF APPROVAL. IF CONSTRUCTION WORK IS NOT STARTED WITHIN THE ONE (1) YEAR PERIOD, OR HAS BEEN DISCONTINUED FOR ANY REASON FOR LONGER THAN ONE (1) YEAR, THE PLANS SHALL BE RESUBMITTED FOR REVIEW AND RE-APPROVAL.
2. PLAN REVIEW BY THE CITY DOES NOT EXTEND TO MATERIAL QUANTITIES SHOWN ON THE PLANS.
3. A PUBLIC WORKS PERMIT, ISSUED BY THE CITY, IS REQUIRED FOR ALL WORK IN CITY RIGHTS-OF-WAY OR EASEMENTS AND FOR CONSTRUCTION OF ANY IMPROVEMENTS INTENDED TO BECOME PUBLIC PROPERTY.
4. THE CITY SHALL BE NOTIFIED TWENTY-FOUR (24) HOURS PRIOR TO BEGINNING DIFFERENT PHASES OF CONSTRUCTION SO THAT CITY INSPECTORS MAY BE SCHEDULED.
5. ALL MATERIALS AND WORKMANSHIP SHALL COMPLY WITH TITLE 13, ENGINEERING DESIGN STANDARDS AND SPECIFICATIONS FOR NEW INFRASTRUCTURE, CURRENT "MAG UNIFORM STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION," THE CITY OF FLAGSTAFF STORMWATER DESIGN MANUAL, AND WITH GENERALLY ACCEPTED ENGINEERING DESIGN AND CONSTRUCTION PRACTICE. ALL WORK AND MATERIALS, WHICH DO NOT CONFORM TO THE STANDARDS AND SPECIFICATIONS, ARE SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR IS RESPONSIBLE FOR REVIEWING CHAPTER 13-21, WHICH MAKES MINOR MODIFICATIONS TO CERTAIN MAG SPECIFICATIONS AND DETAILS.
6. ANY WORK PERFORMED WITHOUT THE KNOWLEDGE AND APPROVAL OF THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE IS SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
7. THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE MAY SUSPEND THE WORK BY WRITTEN NOTICE WHEN, IN HIS JUDGMENT, PROGRESS IS UNSATISFACTORY, WORK BEING DONE IS UNAUTHORIZED OR DEFECTIVE, WEATHER CONDITIONS ARE UNSUITABLE, OR THERE IS DANGER TO THE PUBLIC HEALTH OR SAFETY.
8. THE CITY ENGINEER MAY ORDER ANY OR ALL MATERIALS USED IN THE WORK TO BE TESTED ACCORDING TO THE AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO) AND THE AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) STANDARDS. THE CONTRACTOR SHALL, AT HIS EXPENSE, SUPPLY ALL SAMPLES REQUIRED FOR TESTING.
9. ACCESS THAT MEETS SECTION 13-13-004-0001, FIRE ACCESS, SHALL BE IN PLACE AND APPROVED BEFORE AND AT ALL TIMES DURING ON-SITE COMBUSTIBLE CONSTRUCTION AND/OR PRIOR TO ISSUANCE OF BUILDING PERMITS IN NEW SUBDIVISIONS. FIRE DEPARTMENT AND ENGINEERING SECTION APPROVAL IS REQUIRED FOR OBSTRUCTION OF ACCESS OR WATER SYSTEM SHUTDOWN.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE STREETS AND OF PARTIALLY COMPLETED PORTIONS OF THE WORK UNTIL FINAL ACCEPTANCE OF THE WORK. THE CONTRACTOR SHALL SUBMIT TO THE CITY ENGINEER FOR APPROVAL A CONSTRUCTION SCHEDULE FOR ANY STREETS REQUIRED TO BE CLOSED OR PARTIALLY CLOSED FOR THE CONSTRUCTION ACTIVITY. THE CONTRACTOR SHALL REOPEN THE STREETS NO LATER THAN THE OPENING DATE SHOWN ON THE CONSTRUCTION SCHEDULE OR UPON ORDER OF THE CITY ENGINEER. THE REGULATION AND CONTROL OF CONSTRUCTION TRAFFIC SHALL BE AS DIRECTED BY THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE.
11. APPROVAL OF A PORTION OF THE WORK IN PROGRESS DOES NOT GUARANTEE ITS FINAL ACCEPTANCE. TESTING AND EVALUATION MAY CONTINUE UNTIL WRITTEN FINAL ACCEPTANCE OF A COMPLETE WORKABLE UNIT. ANY DEFECTS WHICH APPEAR IN THE WORK WITHIN ONE (1) YEAR FROM THE DATE OF ACCEPTANCE AND WHICH ARE DUE TO IMPROPER WORKMANSHIP OR INFERIOR MATERIALS SUPPLIED SHALL BE CORRECTED BY OR AT THE EXPENSE OF THE OWNER/DEVELOPER OR THE CONTRACTOR.
12. ACCEPTANCE OF COMPLETED PUBLIC IMPROVEMENTS WILL NOT BE GIVEN UNTIL DEFECTIVE OR UNAUTHORIZED WORK IS REMOVED, AND FINAL CLEAN-UP IS COMPLETE.
13. LOCATION OF UNDERGROUND UTILITIES BEFORE WORK IS BEGUN IS TO BE ACCOMPLISHED IN ACCORDANCE WITH A.R.S. SECTION 40-360.22.
14. IF WORK IS DONE ON PRIVATE PROPERTY IN RELATION TO A PROJECT CONSTRUCTED UNDER THESE STANDARDS, THE CONTRACTOR WILL PROVIDE THE CITY WITH WRITTEN AUTHORIZATION FROM THE PROPERTY OWNER TO DO SO.
15. THE ESTABLISHMENT AND USE OF TEMPORARY CONSTRUCTION YARDS SHALL CONFORM TO THE CURRENT CITY ZONING CODE STANDARDS FOR TEMPORARY USES.
16. ALL EXCAVATED MATERIAL SHALL BE DISPOSED OF IN ACCORDANCE WITH APPLICABLE CITY CODES AND REGULATIONS. THE CONTRACTOR SHALL OBTAIN ALL REQUIRED CITY APPROVALS AND PERMITS AS DEEMED NECESSARY BY THE CITY TO DISPOSE OF EXCAVATED MATERIAL.
17. ALL CONSTRUCTION STAKING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/DEVELOPER AND PERFORMED UNDER THE DIRECT SUPERVISION OF A REGISTERED LAND SURVEYOR OR CIVIL ENGINEER.
18. ALL TRAFFIC SIGN SHEETING SHALL BE TYPE VIII AS DESIGNED BY ASTM D4956-07E1 STANDARD SPECIFICATIONS FOR RETROREFLECTIVE SHEETING FOR TRAFFIC CONTROL, UNLESS SPECIFIED OTHERWISE ON THE CONSTRUCTION PLANS.
19. WHEN THE CONSTRUCTION PLANS SPECIFY GRAFFITI CONTROL ON BRIDGES OR OTHER STRUCTURES, THE CONTRACTOR SHALL SEAL THE STRUCTURE FIRST USING MONOCHEM AQUASEAL ME 12 AND THEN APPLY MONOCHEM PERMASHIELD, SACRIFICIAL GRAFFITI CONTROL SYSTEM (OR APPROVED EQUAL).
20. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE STABILIZED AND RESEEDED IN ACCORDANCE WITH CHAPTER 13-17. IN THE EVENT THAT THE CONSTRUCTION ACTIVITY DISTURBS MORE THAN ONE (1) ACRE, A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) SHALL BE PREPARED IN ORDER TO OBTAIN A CONSTRUCTION GENERAL PERMIT FROM ADEQ. (ORD. 2017-22, REP&REEN, 07/05/2017)

PARKING REQUIREMENTS

USE	REQUIREMENT [1]	PARKING REQUIRED	
		UNITS	PARKING
SINGLE-FAMILY (ATTACHED)			
STANDARD UNITS (<= 4 BEDROOMS)	2 SPACES PER UNIT	73	146
AFFORDABLE TYPE UNITS [2]	1.5 SPACES PER UNIT	10	15
GUEST PARKING	0.25 SPACES PER UNIT	83	20.8
	TOTAL PARKING REQUIRED	TOTAL	181.8
		USE	182
PARKING PROVIDED			
GARAGE SPACE (1 PER UNIT, EXCL ADA UNITS)		81	
DRIVEWAY SPACE		83	
ADDITIONAL SPACES		22	
ADA SITE SPACES		3	
	TOTAL PARKING PROVIDED	189	
REQUIRED BICYCLE PARKING			
5% OF TOTAL REQUIRED PARKING SPACES		182	9.1
	TOTAL BICYCLE PARKING REQUIRED	USE	10
	BICYCLE PARKING PROVIDED		12

1) PER TABLE 10-50.80.040.A

2) THE PROJECT HAS PROVIDED A FEE IN LIEU FOR AFFORDABLE HOUSING CREDITS FOR THE EQUIVALENT OF 10 SITE UNITS.

REVISIONS

REV	DATE	DESCRIPTION	INIT
1	11-16-2023	REVISED PER CITY REVIEW LETTER DATED 9-20-2023	MDT
2	01-18-2024	REVISED PER CITY REVIEW LETTER DATED 12-18-2023	MDT
3	03-20-2024	REVISED PER CITY REVIEW LETTER DATED 2-8-2024	MDT

Registered Professional Engineer (Civil) CERTIFICATE NO. 77934 ERIC S. BEALS DATE SIGNED 3/20/24 ARIZONA, U.S.A.

ViewPoint Engineering
2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702
FIRM No. F-23395
viewpointengineering.com

DWN BY: M TOTH
CHK BY: E BEALS

PROJECT: **PINEHAVEN RESIDENTIAL LAND DEVELOPMENT**
2951 S. MASONIC LANE
COCONINO COUNTY, ARIZONA

APPLICANT: **RODG DT FLAGSTAFF PROP CO LLC**
2121 E. 6TH STREET, SUITE 203, AUSTIN, TEXAS 78702

TITLE: **SITE PLAN REVIEW OVERALL SITE PLAN**

PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID **C100** REV **3**

V:\HORIZ\22004 FLAGSTAFF 14\DRAWINGS\CONST DWGS\22004 SITE PLAN

- /

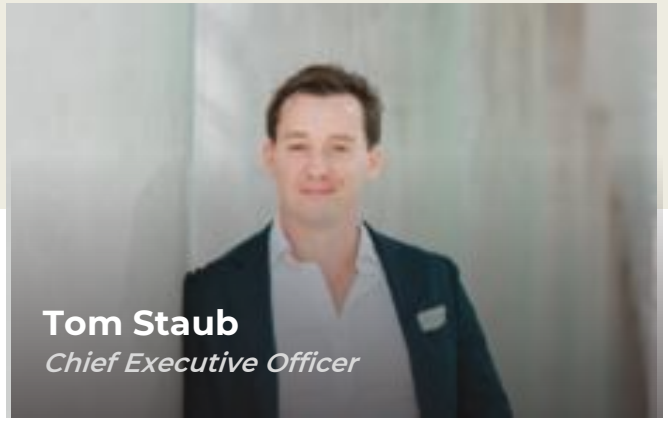
A.4 POWERPOINT PRESENTATIONS

- 10/17/2024


pine haven
pine haven
RedOak
Development
Group

Executive Expertise

Red Oak Development Group



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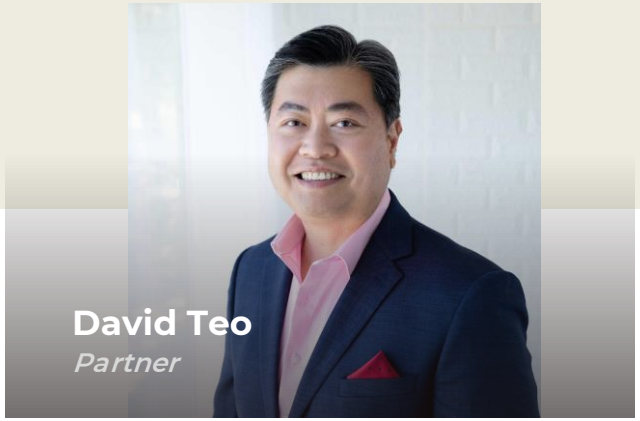

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The Groves	Austin Point
Wolf Ranch	Harvest

ViewPoint Land Solutions

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RedOak Development Group

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- Interconnected Communities: Red Oak designs neighborhoods emphasizing walkability and accessibility, fostering dynamic spaces where residents can live, work, and play without needing to leave the community.
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pine haven

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Pinehaven: Project Overview

Aerial View









Architectural Design Inspiration



1. Public Trail System
2. Phase 1: 8-16 Units
3. Phase 2: 24-30 Units & Amenity Center
4. Pine Cove Park
5. Water Feature
6. Amenity Center, Cold Plunges, Saunas, Japanese Meditation Room
7. Phase 3: 43 Units

Phasing Plan: Pine Haven will be developed in multiple phases:

- Phase 1 includes 8-16 units
- Phase 2 will introduce 24-30 units, and the amenity center.
- Phase 3 will add 43 units, completing the project entirely

Amenities: Pine Haven's amenities are centered around promoting wellness and relaxation:

- A state-of-the-art amenity center includes features like cold plunges, saunas, and a Japanese meditation room, offering residents a wellness retreat in the heart of the community.
- Outdoor amenities include Pine Cove Park and an extensive public trail system, allowing residents to immerse themselves in the surrounding natural beauty.

Design Principles: Pine Haven's design philosophy is rooted in creating harmony between architecture and the natural environment:

- The community offers energy-efficient, sustainable homes that blend seamlessly into the surrounding forest, with architecture inspired by the simplicity and elegance of nature.
- Open space preservation is a priority, ensuring vast areas remain untouched, offering a sanctuary-like experience.
- The integration of thoughtful design and a strong focus on wellness sets Pine Haven apart as a community that nurtures both its residents and the environment.

RedOak Development Group



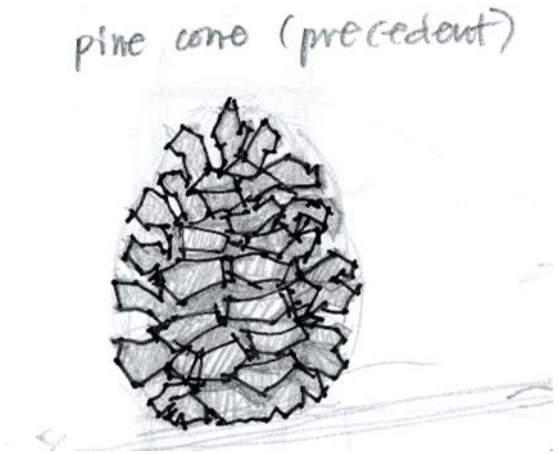
RedOak Development Group

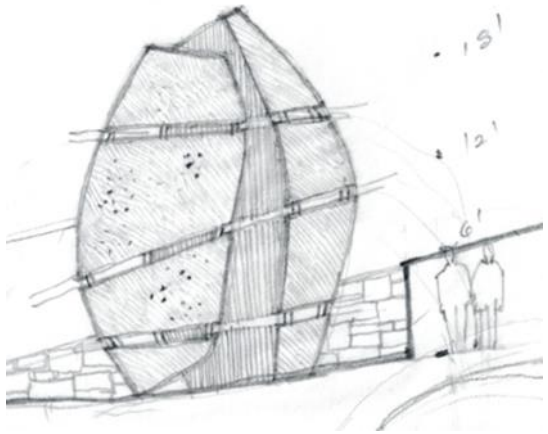


Pine Haven

- Pine Haven Living draws inspiration from the timeless beauty of the Coconino Forest, creating a sanctuary where modern living harmonizes with the rhythms of nature.
- Architectural design embraces simplicity and elegance, with low-sloped roofs, natural stone accents, and earth-toned exteriors that merge seamlessly with the forest, allowing nature to be the true centerpiece.
- The community's layout prioritizes the preservation of open spaces, leaving vast stretches of the land untouched, offering residents a deep connection to the wilderness through trails, green spaces, and serene outdoor vistas.
- Sustainability is woven into every aspect of Pine Haven, with energy-efficient, fire-safe homes that honor and protect the forest, ensuring future generations can enjoy its beauty.
- At the heart of Pine Haven is the community clubhouse a gathering place designed to nurture the spirit and foster connections, with spaces dedicated to wellness, reflection and social engagement.
- Pine Haven is more than just a place to live; it is a lifestyle rooted in balance, where the tranquility of nature and the comforts of contemporary living coalesce into a sanctuary of peace and sustainability.

Pine Cone Park













RedOak Development Group

Home Types & Exterior Inspiration







Stone Elements

The use of stone on both the exterior and interior of the homes helps anchor the buildings to the earth, symbolizing a strong connection to the natural landscape and aligning with Pine Haven's philosophy of creating a seamless blend between architecture and the surrounding environment.

Contrasting Accents

The rust-colored metal siding provides a natural yet bold contrast to the green of the pines, creating visual interest while staying rooted in the organic, earthy tones of the forest. This thoughtful contrast reinforces the design philosophy of elegance and simplicity.

Subtle Integration

Dark-painted siding ensures that the homes harmonize with the forest, allowing the architecture to blend into the landscape rather than dominate it, reflecting Pine Haven's core principle of allowing nature to take center stage.

Interior Warmth and Natural Light

The strategic placement of large windows invites ample natural light into the homes and provides breathtaking views of the forest, continuing Pine Haven's goal of fostering a living experience that embraces the beauty and serenity of nature.

Architectural Design Inspiration Interior

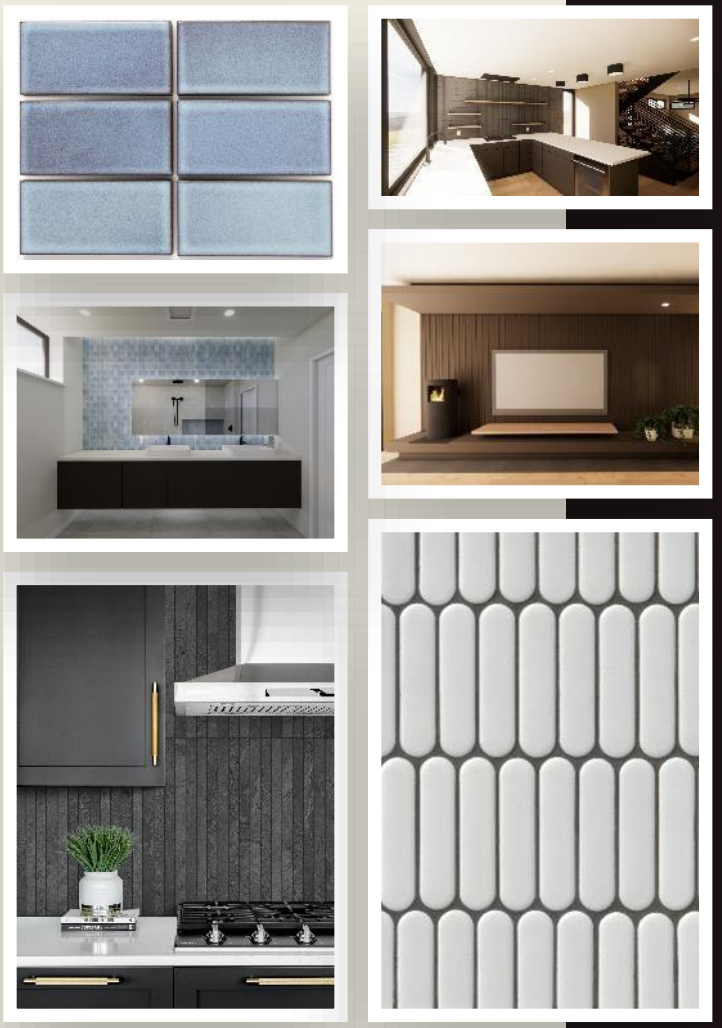
The interior design inspiration of Pine Haven connects with the natural landscape of Flagstaff, drawing from the surrounding trees and mountains.

Nature-Inspired Color Palette: The interior design reflects the surrounding environment with a color palette of greens and blues, bringing the calming and serene essence of the Coconino Forest indoors, in line with the community's emphasis on harmony with nature.

Warmth through Natural Materials: The use of wood flooring adds warmth to the living spaces, echoing the organic textures found in the forest and supporting Pine Haven's vision of creating a natural, welcoming atmosphere that feels grounded in its environment.

Maximizing Natural Light: Generous glazing on both the front and rear sides of the homes allows natural light to flood the spaces, fostering a strong connection between indoor living and the forested surroundings, emphasizing Pine Haven's philosophy of blending modern comfort with nature.

Anchoring to the Landscape: The interior design complements the exterior's natural stone elements, creating a seamless transition from the rugged beauty of the outdoors to the refined yet earthy aesthetic within the homes, staying true to the project's ethos of simplicity and elegance.

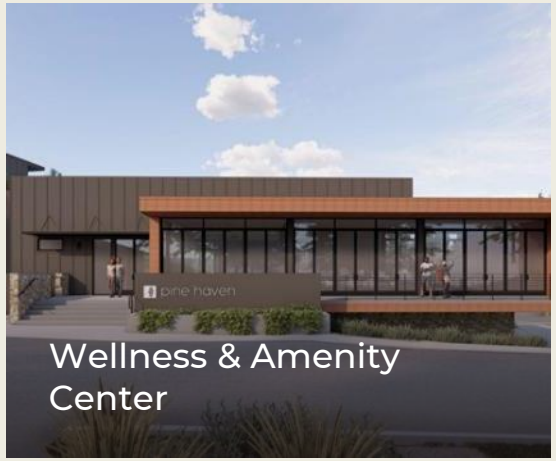


RedOak Development Group

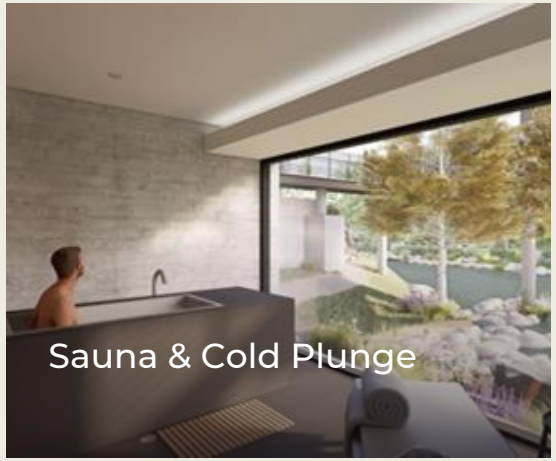
Above & Beyond - Amenities


Pine Cone Park


Event Center



Wellness & Amenity Center


Sauna & Cold Plunge

Wellness-Centered Amenities

Pine Haven's amenity center is designed with a strong focus on wellness, featuring cold plunges, saunas, and a Japanese meditation room. These spaces provide residents with opportunities for relaxation, health, and self-care, reinforcing the community's emphasis on balancing modern living with well-being.

Extensive Trail System

The public trail system is a central part of Pine Haven's design, offering residents direct access to nature and encouraging outdoor activities like walking, hiking, and reflecting in the serene beauty of the forest. This trail system preserves the community's connection to the natural landscape while fostering an active, health-conscious lifestyle.

Pine Cone Park

Pine Cone Park serves as a key communal space, integrating natural surroundings into the heart of the community. This park allows for gatherings, recreation, and quiet moments, enhancing residents' connection to the environment while maintaining a sense of community and shared space.

Integration of Nature and Wellness

By embedding nature into the daily living experience through amenities and green spaces, Pine Haven maintains a deep connection to the surrounding forest. This integration of natural beauty with wellness-focused design helps create a living environment where residents can enjoy the peace and balance that nature provides while benefiting from the comforts of modern life.

RedOak Development Group

Promoting Natural Resources

Challenging Topography

The unique topography of the site, while difficult to work with, ultimately became an opportunity; offering stunning views and natural light that were intentionally incorporated into the design of the homes. The elevation changes provided opportunities to maximize scenic vistas including Pine Cove Park being situated at a higher elevation

Rocky Soil as a Design Feature

The rocky soil, which posed initial challenges for construction, was creatively transformed into a landscape feature near the amenity center. The integration of natural stone into the landscape design allowed us to turn this obstacle into an aesthetic highlight, enhancing the organic beauty of the community.

Reducing Light Pollution

To preserve the natural nighttime environment and maintain the serene ambiance of the forest, we adopted dark sky ordinances. By minimizing artificial light pollution, Pine Haven aligns with its mission to create a community that respects and harmonizes with the natural environment.

Minimizing Environmental Impact

Throughout the development process, we adhered to strict environmental codes to limit the impact on the surrounding forest. Aligning with city regulations, we optimized the project while ensuring that environmental considerations were at the forefront of our design and planning, preserving the integrity and beauty of the natural landscape.

Preserving the biggest trees on the site

We are preserving the towering pines along the southern border, which, combined with the way the homes are carefully nestled into the natural slopes, creates a natural buffer that enhances privacy while maintaining uninterrupted views for residents to the south Disturbance is less than 40% much lower than a typical development.

Responsible Development

Traffic

- Drastically improving other modes of transportation- cycling, walking, bus transit
- Sidewalks across both Zuni and Lone Tree frontage and internal trails
- Bike Lanes across both Zuni (widening) and Lone Tree frontage
- Constructing two bus stations, one on each side of Zuni
- Providing improved connectivity to Pinehaven and Pinnacle
- New Driveways on Zuni and Lone Tree
- Dedicating ROW to facilitate future roadway improvements

Environmental

- Units at 6.18 vs 6.33 at Pinnacle Pines (lower density)
- **Disturbance of entire site below 40%, 20% below typical**
- Preserving the biggest trees on the site
- Buffer from Zuni, (less visibility for neighbors)
- Complied with city code

Public Park Access

- Pine Cone Park will be accessible to public (this is not a city requirement)
- Dog park
- Extensive trail system
- Sidewalk connection to Pinnacle Pines and masonic creating a walkable loop network for both Pine Haven and Pinnacle Pines

Dark Sky Ordinance

Strict HOA Guidelines

RedOak Development Group

- 11/21/2024

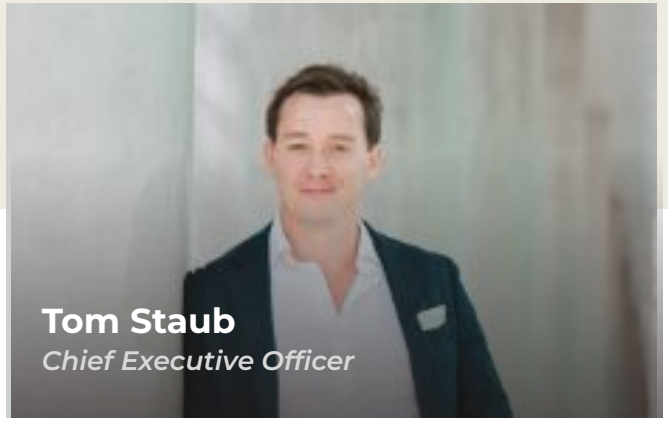
pine haven



RedOak Development Group

Executive Expertise

Red Oak Development Group



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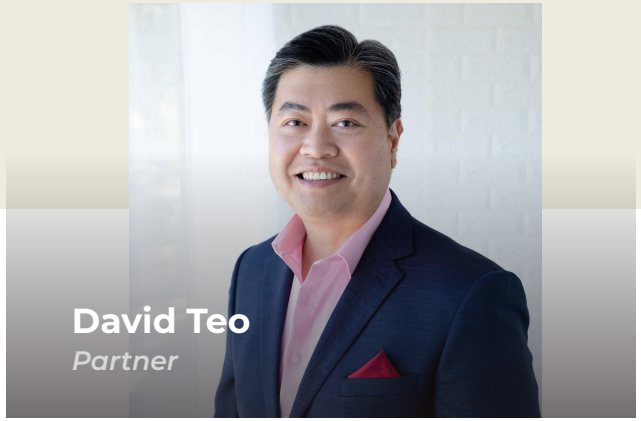

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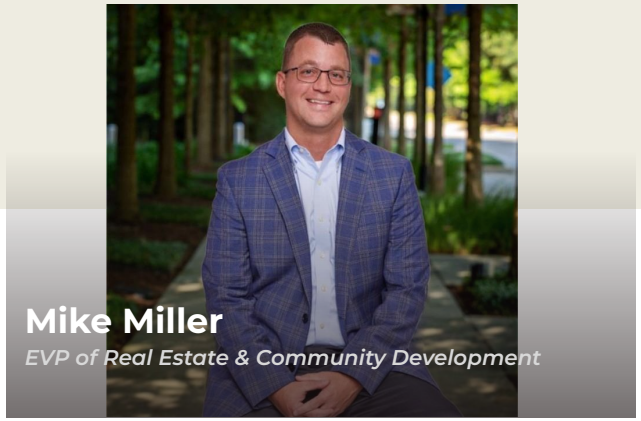

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- New Driveways on Zuni and Lone Tree
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Snow Removal

- Reviewed site with Local Plow Company
- Developed Plan for Snow Pile Locations
- Will Provide 2” depth trigger for plowing
- Will provide additional Snow Areas with Signage and with HOA documents

Line of Sight

- Minimal interference
- Homes built below line of sight
- Variety of Tree Coverage to buffer

Firewise Plan

- Met with City Fire department to review standards
- City Building Code Incorporates most Firewise elements
- Working with Landscape architect to evaluate proposed plantings

Timeshares & AirBnb

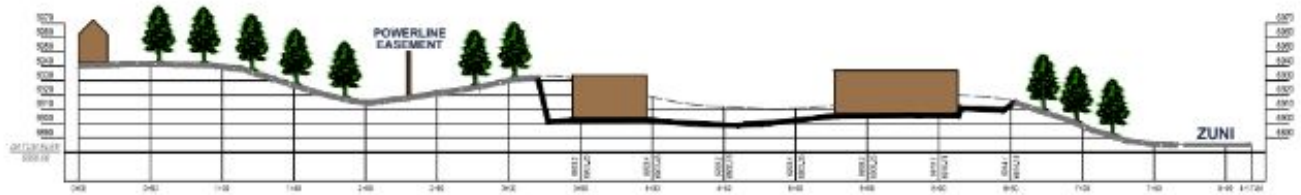
RedOak Development Group

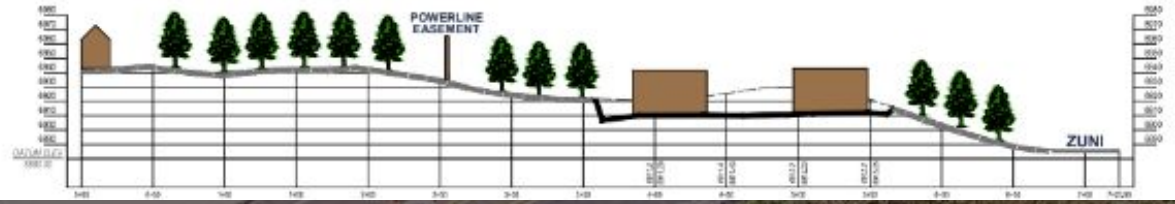
Line of Sight 1



Line of Sight 2







Line of Sight 3



VIEW FROM MASONIC LANE + ZUNI DRIVE

Line of Sight 4



VIEW FROM CUL DE SAC ON MASONIC LANE

Line of Sight 5



VIEW FROM ENTRY AT ZUNI DRIVE

Snow Removal Plan





AirBnb & Fractional Ownership

Key Differences Between Timeshares and Fractional Ownership

Aspect	Timeshare	Fractional Ownership
Ownership	No ownership stake, only usage rights	Deeded ownership with equity stake
Usage	1-2 weeks per year	Proportional usage (3 months for 1/4 share)
Flexibility	Fixed or floating weeks; limited adjustments	Flexible scheduling based on owner agreements
Resale Value	Limited resale opportunities	Potential for market-value resale
Maintenance Costs	High annual fees per person	Shared among co-owners, part of HOA fees
Community Impact	Transient users; minimal engagement	Consistent owner presence; fosters community
User Type	Tends to be for the short term vacationer that seeks affordability above all else	Tends to be in the nicest parts of the world with access to 5 star amenities

Conclusion: Pinehaven will not be offering either Timeshare or Fractional Ownership purchase options

AirBnb Restrictions

- Two-Strike Rule for Rental Violations
- 180-Day Rental Limit
- Guest Registration: Owners must register rental guests with the HOA to ensure transparency and accountability.
- Quiet Hours Compliance: Renters must adhere to strict quiet hours to minimize noise disruptions for neighbors.
- Parking Rules: Guests will be required to follow the community's parking guidelines to prevent overcrowding and maintain smooth traffic flow.
- Monitoring of Listings: The HOA will monitor Airbnb, VRBO, and other rental platforms for compliance with the 180-day limit. Unauthorized or excessive rentals will result in penalties such as fines or temporary suspension of rental privileges.

RedOak Development Group

Pinehaven: Project Overview

Aerial View

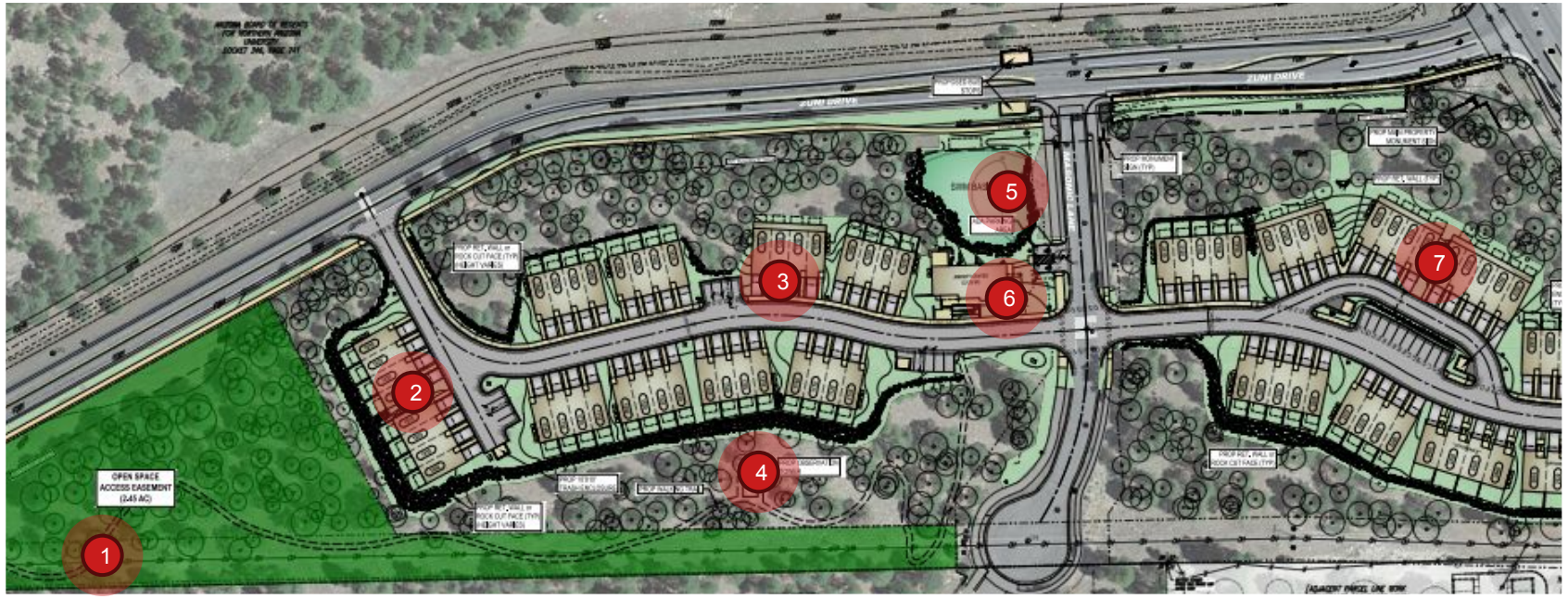








Architectural Design Inspiration



1. Public Trail System
2. Phase 1: 16 Units
3. Phase 2: 32 Units & Amenity Center
4. Pine Cove Park
5. Water Feature
6. Amenity Center, Cold Plunges, Saunas, Japanese Meditation Room
7. Phase 3: 35 Units

Phasing Plan: Pine Haven will be developed in multiple phases:

- Phase 1 includes 16 units
- Phase 2 will introduce 32 units, and the amenity center.
- Phase 3 will add 35 units, completing the project entirely

Amenities: Pine Haven's amenities are centered around promoting wellness and relaxation:

- A state-of-the-art amenity center includes features like cold plunges, saunas, and a Japanese meditation room, offering residents a wellness retreat in the heart of the community.
- Outdoor amenities include Pine Cove Park and an extensive public trail system, allowing residents to immerse themselves in the surrounding natural beauty.

Design Principles: Pine Haven's design philosophy is rooted in creating harmony between architecture and the natural environment:

- The community offers energy-efficient, sustainable homes that blend seamlessly into the surrounding forest, with architecture inspired by the simplicity and elegance of nature.
- Open space preservation is a priority, ensuring vast areas remain untouched, offering a sanctuary-like experience.
- The integration of thoughtful design and a strong focus on wellness sets Pine Haven apart as a community that nurtures both its residents and the environment.

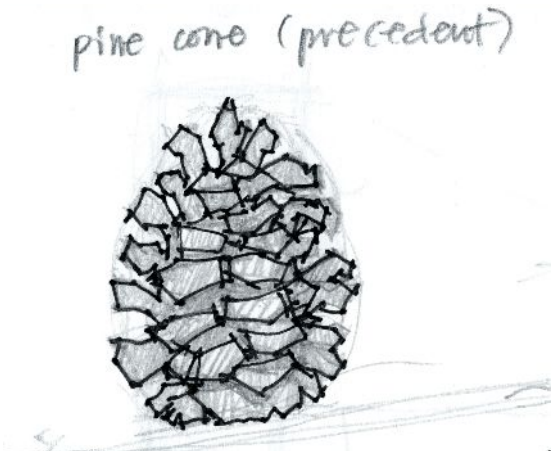
RedOak Development Group

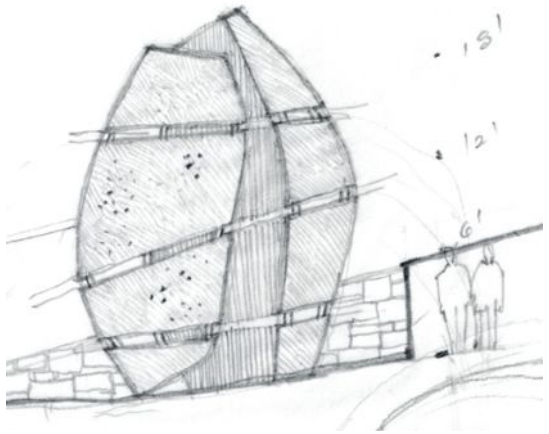


Pine Haven

- Pine Haven Living draws inspiration from the timeless beauty of the Coconino Forest, creating a sanctuary where modern living harmonizes with the rhythms of nature.
- Architectural design embraces simplicity and elegance, with low-sloped roofs, natural stone accents, and earth-toned exteriors that merge seamlessly with the forest, allowing nature to be the true centerpiece.
- The community's layout prioritizes the preservation of open spaces, leaving vast stretches of the land untouched, offering residents a deep connection to the wilderness through trails, green spaces, and serene outdoor vistas.
- Sustainability is woven into every aspect of Pine Haven, with energy-efficient, fire-safe homes that honor and protect the forest, ensuring future generations can enjoy its beauty.
- At the heart of Pine Haven is the community clubhouse a gathering place designed to nurture the spirit and foster connections, with spaces dedicated to wellness, reflection and social engagement.
- Pine Haven is more than just a place to live; it is a lifestyle rooted in balance, where the tranquility of nature and the comforts of contemporary living coalesce into a sanctuary of peace and sustainability.

Pine Cone Park













RedOak Development Group

Home Types & Exterior Inspiration







Stone Elements

The use of stone on both the exterior and interior of the homes helps anchor the buildings to the earth, symbolizing a strong connection to the natural landscape and aligning with Pine Haven's philosophy of creating a seamless blend between architecture and the surrounding environment.

Contrasting Accents

The rust-colored metal siding provides a natural yet bold contrast to the green of the pines, creating visual interest while staying rooted in the organic, earthy tones of the forest. This thoughtful contrast reinforces the design philosophy of elegance and simplicity.

Subtle Integration

Dark-painted siding ensures that the homes harmonize with the forest, allowing the architecture to blend into the landscape rather than dominate it, reflecting Pine Haven's core principle of allowing nature to take center stage.

Interior Warmth and Natural Light

The strategic placement of large windows invites ample natural light into the homes and provides breathtaking views of the forest, continuing Pine Haven's goal of fostering a living experience that embraces the beauty and serenity of nature.

Architectural Design Inspiration Interior

The interior design inspiration of Pine Haven connects with the natural landscape of Flagstaff, drawing from the surrounding trees and mountains.

Nature-Inspired Color Palette: The interior design reflects the surrounding environment with a color palette of greens and blues, bringing the calming and serene essence of the Coconino Forest indoors, in line with the community's emphasis on harmony with nature.

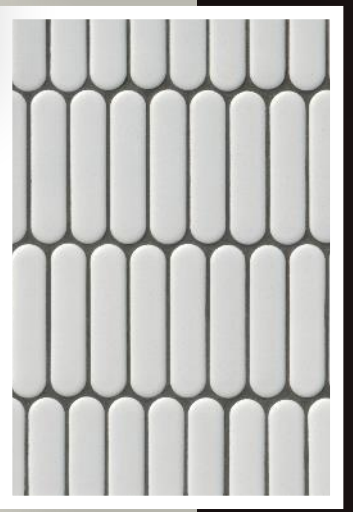
Warmth through Natural Materials: The use of wood flooring adds warmth to the living spaces, echoing the organic textures found in the forest and supporting Pine Haven's vision of creating a natural, welcoming atmosphere that feels grounded in its environment.

Maximizing Natural Light: Generous glazing on both the front and rear sides of the homes allows natural light to flood the spaces, fostering a strong connection between indoor living and the forested surroundings, emphasizing Pine Haven's philosophy of blending modern comfort with nature.

Anchoring to the Landscape: The interior design complements the exterior's natural stone elements, creating a seamless transition from the rugged beauty of the outdoors to the refined yet earthy aesthetic within the homes, staying true to the project's ethos of simplicity and elegance.

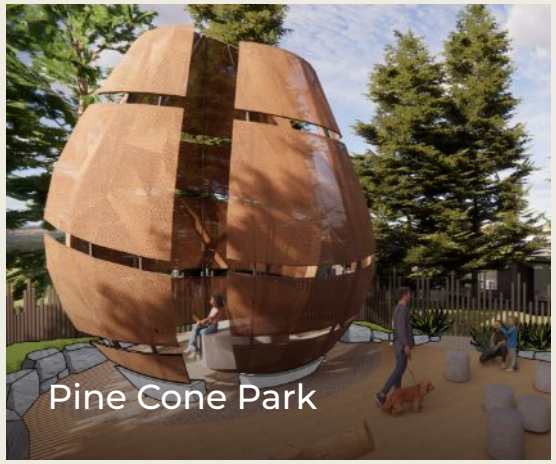




RedOak Development Group

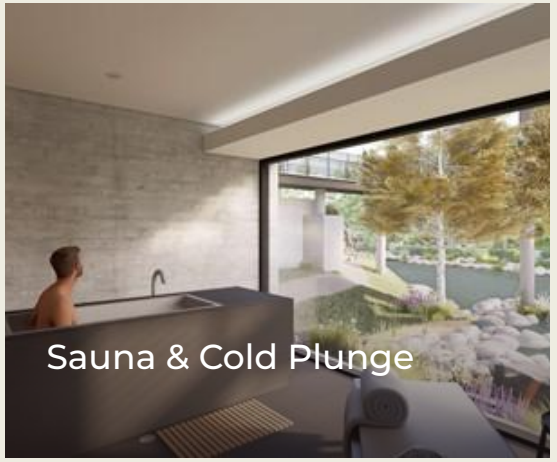
Above & Beyond - Amenities


Pine Cone Park


Event Center



Wellness & Amenity Center


Sauna & Cold Plunge

Wellness-Centered Amenities

Pine Haven's amenity center is designed with a strong focus on wellness, featuring cold plunges, saunas, and a Japanese meditation room. These spaces provide residents with opportunities for relaxation, health, and self-care, reinforcing the community's emphasis on balancing modern living with well-being.

Extensive Trail System

The public trail system is a central part of Pine Haven's design, offering residents direct access to nature and encouraging outdoor activities like walking, hiking, and reflecting in the serene beauty of the forest. This trail system preserves the community's connection to the natural landscape while fostering an active, health-conscious lifestyle.

Pine Cone Park

Pine Cone Park serves as a key communal space, integrating natural surroundings into the heart of the community. This park allows for gatherings, recreation, and quiet moments, enhancing residents' connection to the environment while maintaining a sense of community and shared space.

Integration of Nature and Wellness

By embedding nature into the daily living experience through amenities and green spaces, Pine Haven maintains a deep connection to the surrounding forest. This integration of natural beauty with wellness-focused design helps create a living environment where residents can enjoy the peace and balance that nature provides while benefiting from the comforts of modern life.

Promoting Natural Resources

Challenging Topography

The unique topography of the site, while difficult to work with, ultimately became an opportunity; offering stunning views and natural light that were intentionally incorporated into the design of the homes. The elevation changes provided opportunities to maximize scenic vistas including Pine Cove Park being situated at a higher elevation

Rocky Soil as a Design Feature

The rocky soil, which posed initial challenges for construction, was creatively transformed into a landscape feature near the amenity center. The integration of natural stone into the landscape design allowed us to turn this obstacle into an aesthetic highlight, enhancing the organic beauty of the community.

Reducing Light Pollution

To preserve the natural nighttime environment and maintain the serene ambiance of the forest, we adopted dark sky ordinances. By minimizing artificial light pollution, Pine Haven aligns with its mission to create a community that respects and harmonizes with the natural environment.

Minimizing Environmental Impact

Throughout the development process, we adhered to strict environmental codes to limit the impact on the surrounding forest. Aligning with city regulations, we optimized the project while ensuring that environmental considerations were at the forefront of our design and planning, preserving the integrity and beauty of the natural landscape.

Preserving the biggest trees on the site

We are preserving the towering pines along the southern border, which, combined with the way the homes are carefully nestled into the natural slopes, creates a natural buffer that enhances privacy while maintaining uninterrupted views for residents to the south Disturbance is less than 40% much lower than a typical development.

Responsible Development

Traffic

- Drastically improving other modes of transportation- cycling, walking, bus transit
- Sidewalks across both Zuni and Lone Tree frontage and internal trails
- Bike Lanes across both Zuni (widening) and Lone Tree frontage
- Constructing two bus stations, one on each side of Zuni
- Providing improved connectivity to Pinehaven and Pinnacle
- New Driveways on Zuni and Lone Tree
- Dedicating ROW to facilitate future roadway improvements

Environmental

- Units at 6.18 vs 6.33 at Pinnacle Pines (lower density)
- **Disturbance of entire site below 40%, 20% below typical**
- Preserving the biggest trees on the site
- Buffer from Zuni, (less visibility for neighbors)
- Complied with city code

Public Park Access

- Pine Cone Park will be accessible to public (this is not a city requirement)
- Dog park
- Extensive trail system
- Sidewalk connection to Pinnacle Pines and masonic creating a walkable loop network for both Pine Haven and Pinnacle Pines

Dark Sky Ordinance

Strict HOA Guidelines

RedOak Development Group

A.5 NEIGHBOR COMMENTS RECEIVED

- Prior to 10/17/2024

Marc Toth

Subject: FW: Pine Haven - Follow-up

From: ANTHONY BRAU[redacted]
Date: October 18, 2024 at 11:13:52 AM MST
To: Tom Staub <tom@redoakvc.com>
Subject: Re: Pine Haven - Follow-up

Hello Tom,

I want to thank you for your letter explaining the specifics about your proposed development. So many times the developer and the neighbors are at odds and nothing is resolved. I really appreciate your reaching out to my wife and me. It appears that much thought has gone into the plan for Pine Haven. It was especially encouraging hearing that you will be a resident of the development.
My wife and I purchased our townhome summer of 2023. It is our second home and our primary residence is in Scottsdale. Scottsdale is turning into a major metro area due to excessive development. In the past two to three years, over 14,000 residential medium and high density units have been constructed. Thus our concern about seeing a very special area turning into a conglomeration of residential units. Your letter has certainly helped to resolve our concerns.

I do have a questions regarding the proposed clubhouse. Will it be in close proximity to Pinnacle Pines? Also, will it be more of a clubroom with exercise area and pool area? Or is there going to be (the bane of every homeowner) a Pickle Ball Court. As I had mentioned in our letter, I have a degree in Urban Planning and have been a residential appraiser for almost 30 years. My most recent experience with properties close to residential developments with the Courts is that there is a direct relationship to loss of value and close proximity to Pickle Ball amenities. One of the main reasons we decide to purchase in Pinnacle Pines was due to not having ANY community facilities other than sidewalks and roads. Also, what is the position in Pine Haven with Short Term Rentals? I am the President of our HOA in Scottsdale. I know that one can't stop units being used as STR's. However, we were able to limit the adverse impact of STR's by having a minimum requirement of a 30 day rental period. Is that something you have considered in the Declaration?

Again, I want to thank you for your response and we certainly feel much better about your proposed community. Oh...and yes...I did notice that a portion of the 14 acres was zoned commercial....and yes...a gas station would be my personal HELL.....
Wishing you success with your project.

Best Regards,

Tony & Kathy Brau

On Thursday, October 17, 2024 at 03:45:54 PM MST, Tom Staub <tom@redoakvc.com> wrote:

Hello Anthony & Kathleen - Hope all is well. Tom Staub here, CEO of Red Oak, and developer on this project.

I hear you will not be able to attend tonight's neighborhood meeting. I also understand you have several concerns with Pine Haven and I can appreciate your concerns. We will be sure to provide all materials to you shortly.

I do believe part of the concern is due to no one seeing the site plan and concepts.

However, in the meantime, I'd like to address a few items that may help provide clarity.

1) The property, approx. 14 acres, while zoned residential is also zoned commercial with about 2 acres fronting the main thoroughfare. This commercial tract is an ideal location for a gas station and what we are doing is bringing a community that is one Red Oak can be proud of for a number of reasons which then removes the chance of a gas station or convenience store a baseball throw away from Pinnacle Pines
2) We are investing heavily in extensive trail systems which will be open to the public
3) Pine Cone Park will also be public access (not required by the city)
4) Our substantial traffic investments have a number of mitigations that not only solve for our 83 units but will enhance the current plan
5) In terms of density, if you compare Pine Haven to Pinnacle Pines, Pine Haven is actually less dense at 6.18 units per acre vs. 6.33 in Pinnacle Pines
6) We are focusing heavily on ensuring we disturb the site as little as possible and we are under 40% disturbance about 20% lower than most other projects in Flagstaff
7) We have a number of other environmental concepts to maintain the biggest trees on site, create a buffer from main roads to lesson visibility by our neighbors, and a number of other ways we are doing all that we can to protect the beauty of the land
7) Our dark sky ordinance and strict HOA guidelines are there to enforce strict rules to ensure this community achieves our long term goals.

Lastly, it's important to note that I myself plan to live here with my family and so selfishly I am very invested in HOW this community lives.

Given that you are unable to attend, I would welcome a phone call at your convenience.

I sincerely want to ensure our neighbors are informed and hear any concerning parties out.

Thanks for the comments, Anthony and Kathleen.

--
Best,
Tom Staub
CEO
Red Oak Development Group
Austin, TX 78702
m 717.856.0018
tom@redoakvc.com
Schedule a Call

Disclosure: The financial information provided is solely an estimate based on best estimates given the current market conditions and are not guaranteed. Always do your own due diligence.

Marc Toth

From: Ben Mejia <Ben.Mejia@flagstaffaz.gov>
Sent: Tuesday, October 15, 2024 4:13 PM
To: Pinehaven-zone
Subject: FW: Proposed Zoning Change Pine Haven Horizontal LLC

Forwarding this email for your record.

Thanks,

Ben Mejia, AICP
Senior Planner | Current Planning Section
City of Flagstaff | 211 W. Aspen Ave. | Flagstaff, AZ 86001
ben.mejia@flagstaffaz.gov | 928-213-2616

From: ANTHONY BRAU[redacted]
Sent: Monday, October 14, 2024 12:58 PM
To: Ben Mejia <Ben.Mejia@flagstaffaz.gov>
Subject: Proposed Zoning Change Pine Haven Horizontal LLC

You don't often get email from abrau@cox.net. Learn why this is important

Mr. Ben Mejia
Senior Planner City of Flagstaff

Dear Mr. Mejia:

I am writing to you regarding Pinehaven Condo Development (formerly Juniper Estates) and our objection to the City of Flagstaff changing zoning on a 13.82 acre site from RR Rural Residential to MR Medium Residential. Per information provided by the Developer, there will be a public hearing on October 17, 2024 regarding the change in zoning to the site. My wife and I are residents at the Pinnacle Pines condominium community which is adjacent to the proposed Pinehaven Condo Development, and we will be unable to attend to deliver our objections to the zoning change. I have a Masters Degree in Urban Planning from the University of Wisconsin-Milwaukee campus and have been a residential real estate appraiser for almost 30 years. The proximity of the site and proposed development of 83 condo units will have a direct impact on home values in Pinnacle Pines. The 13.82 acre site is heavily wooded and to destroy that environment is unconscionable!

Does Flagstaff really need another residential development? Currently there are a number of medium to high density residential developments existing and under construction along Lake Mary Road. The explosion of residential units in the Pine Canyon area currently has a negative impact on traffic in the area. As the number of residential units in the area increases, traffic along JW Powell Boulevard, Lone Tree Road, and Masonic Lane/Zuni Drive has increased exponentially. The site, which is located at the southeast corner of Lone Tree Road and Masonic Lane, will negatively impact the traffic along those two roadways. Both Lone Tree Road and Masonic Lane are narrow two lane unimproved (no curbs or gutters) roadways that will make travel a nightmare. Already traffic has increased on the major roadways in the area to the point that infrastructure is in dire need of improvement. Do we really need more residential units in the neighborhood to compound the traffic situation?

Perhaps the most objectionable and infuriating maneuver by developers is to purchase a site knowing that the site is zoned Rural Residential and then ask the City to change the zoning so that the developer may make a sizable profit at the expense of residents in the area. The 83 units will also have a negative impact on services…sewer and water, refuse collection, roadway improvements. Who has to pay for those services….those of us who live in the area…not the developer!

One other aspect of the development that is a negative for our community is 1st.. the noise associated with the construction of the development and 2nd.. the noise associated with the recreational facilities (clubhouse) proposed by the developer. Pinnacle Pines is a very quite community with common grounds being streets and sidewalks. There are no recreational facilities (pool, clubhouse, gym, etc) in the community.

In closing, please take our objections to the zoning change into consideration. I ask you the question…would you like to have such a development adjacent to your property? My guess is: NO.

Sincerely,

Anthony & Kathleen Brau
3091 S. Hannah Lane
Flagstaff, AZ 86005

Marc Toth

From: Chris Lucaire [redacted]
Sent: Thursday, October 17, 2024 6:26 PM
To: Pinehaven-zone
Subject: Horizontal llc 83 residential homes plus Clubhouse etc.

Dear mr. Toth!

We are absolutely AGAINST having that high a density in this neighborhood. 83 residential homes will bring 163 cars into the area! Unrest!
Traffic! All the builder.developers want to have is the most bang for the bucks so to speak, meaning whatever they can get out of the land use and is permitted by the City will be done. The City of course sides with the developers, why I never could figure this out. The other residential Areas around the development and its course what might happen to them bears little consequence to them. We are against the density Change!!!

CHRIS/CLAUDIA LUCAIRE
3191 S. MARRYVALE
FLAGSTAFF, AZ 86005

Marc Toth

From: Claudia Lucaire [redacted]
Sent: Friday, October 18, 2024 12:22 AM
To: Pinehaven-zone; ben.mejia@flagstaff.gov
Subject: Against Medium Density Housing

Engineering Team and Project Managers,

I am an owner of 2 residences that back to the new project and am shocked at the request to expand this small area to medium density housing. This saturation of 83 condominiums with only 1 car garages raises concern with parking on where other residents or visitors will be parking. Additionally I question what a fractional share ownership will be? Would this be for college students buying into fractional shares of a condominium, so the project becomes more of a mixed use or student housing development?

It is important to mention that our community strictly abides by the DarkSky Rules to reduce light pollution. Will this community be doing the same? We have also spent countless hours to become a Firewise community to protect our community and the forest, will you be doing the same ?

Claudia Lucaire
[redacted]

Marc Toth

From: Janet Leger [redacted]
Sent: Tuesday, October 15, 2024 11:22 AM
To: Pinehaven-zone
Subject: Questions on Pine Haven development

Hello,
Unfortunately I will not be able to attend the meeting on Thursday evening.

I have one comment and four questions:

Comment:
1. The style of the Pine Haven units is very stark and modern. It doesn't blend well with the style of homes in the surrounding area, in particular, Pinnacle Pines and Pine Canyon.

Questions:
1. Will something be done to address traffic at Zuni and Lone Tree? It is already difficult to turn left onto Lone Tree from Zuni. This development will add to traffic.
2. Will a sidewalk be build on the south side of Zuni between Masonic and Lone Tree?
3. How will parking be addressed? It looks like the units have only 1 car garages. We know most units will need space for 2 cars.
4. Will owners be allowed to rent out their units? (Short term rentals)

Thank you.

Janet Leger
[redacted]

Marc Toth

From: Judith Nordburg [redacted]
Sent: Thursday, October 17, 2024 6:19 PM
To: Pinehaven-zone
Subject: VPE# 22004 Notice of Neighborhood Meeting on Direct to Ordinance Zoning Map Amendment Pine Haven Comments/Questions

1. Understanding the nature of fractional share ownership and the momentum towards short term rentals nationally, will short term rentals (under 30 days) be allowed in the HOA Regulations? As a point of fact, one national source indicates that 43% of fractional share developments underway have short term rentals as a significant goal of ownership.

2. If short term rentals are allowed, how would a single garage and single driveway accommodate the typical short term rental group with multiple autos? Typically, "vacation mode" means multiple families or groups of non-related persons.

3. Reviewing Intent and Purpose of Zoning Chapter 10-02-005-0007.A., how will the development achieve "better separation of pedestrian and vehicular traffic"? The site plan shows no indication of that intent.

4. Also, under my Item 3, above, how will the development achieve "more efficient use of open space"? The open space appears to be an afterthought of leftover, not easily developable land that one would traverse the crowded streets to gain access (assuming there is street parking).

5. Reviewing 10-02-005-0007.E. OFF STREET PARKING, if only "minimum off-street parking shall be provided in accordance with Chapter 10-07 of this Ordinance" is required, how can my Item 2, above, be achieved?

Apologies for the late comments, but as a Pinnacle Pines homeowner, we only found out about this meeting today. Better communication for those neighboring communities would be appreciated.

Judith Nordburg

Marc Toth

From: Skip Allen [redacted]
Sent: Thursday, October 17, 2024 3:00 PM
To: Pinehaven-zone
Cc: 'Pinnacle Pines Community Association'
Subject: 2951 S. MASONIC LANE

Regarding the Pine Haven Development, please address the following concerns:

1. Traffic at the cross street of Zuni & Lone Tree Rd, are you putting a traffic signal for that intersection? If not, why not?
2. If a traffic study has been completed, please share the information.
3. A better and a more complete explanation of the parking requirements and the handling of parking during the winter.
4. For the Factual Ownership, how is the parking going to be controlled?
5. How is the “No Parking” on the S. Masonic Lane going to be controlled?

Regards,

Skip Allen

- Prior to 11/21/2024

Marc Toth

From: Michael Banker <michael.banker7@gmail.com>
Sent: Thursday, October 31, 2024 4:04 PM
To: Marc Toth
Subject: Pinehaven Questions

Marc,
I am a full-time resident in Pinnacle Pines and a former HOA Board member. I was on vacation in Santa Barbara during your initial meeting. I plan to attend the next meeting. In the meantime, I have a few comments for your consideration. I have listed them in no particular order of priority.

1. **Parking**—Parking is always a challenge. All of our units have two-car garages and, of course, driveway spaces for two cars. This accommodates both owner's vehicles and short-term renters for those properties that rent out to vacation groups. Your comment that even if rented, the parking proposed is adequate is unrealistic. Relying on the City's opinion or guidance is not wise. I have found the City to be "out of touch" with reality. I do understand that providing two garage spaces and the driveway space to accommodate two vehicles would dramatically impact your design. Just so you know, Pinnacle Pines streets are private, and we have a strict parking policy that is aggressively enforced. if any vehicle is found parked on our streets and is not an owner's vehicle or a renter's vehicle, it will be immediately towed. Parking on Masonic or Zuni that might impede emergency vehicle access to Pinnacle Pines will be aggressively reported to the City.
2. **Snow Removal** - I am sharing our experience here in Pinnacle Pines for your education and consideration. Snow removal is a huge issue, particularly when we have a heavy accumulation of snow. There are several issues. One is securing competent and reliable snow removal contractors. Most contractors do it as a winter side job. So their competence varies greatly. When they plow the streets, they have to have open areas to pile the snow. And the plowing typically produces snow berms in front of driveways. This puts an increased burden on the owner to clear the driveway. This typically leads to multiple complaints to the property manager or HOA.
3. **Short-Term Rentals** - I applaud your 180 Cap. However, I would like to see it at 90 days. In the worst case, a property could be rented out 50% of the time. Unfortunately, short-term rentals are here to stay despite significant pushback from citizens. The laws in Arizona very much favor STR owners. In the disclosure documents, you will most likely be providing to owners, I suggest you let them know that the City of Flagstaff has an ordinance that requires registration of STR properties. Certainly, your real estate agent should be disclosing this. As a point of interest, there are 2,500 STR known STR properties in the Flagstaff area, Of which 1,500 are in Flagstaff. Pinnacle Pines has 40 STR properties. We closely monitor properties being rented as STRs and report to the City any that are not registered.
4. **Noise and other nuisance issues** - The City has a fairly strict ordinance regarding these issues. We encourage our owners to immediately call the police if they are experiencing these issues. I have found the Flagstaff police to be very quick to respond.

Although you are planning for as minimal destruction of forest land as possible, forest land will be destroyed. There is no way to "put lipstick on this pig". it is what it is. In any case, I wish you great success with your endeavor. Fractional ownership is an innovative approach that I hope works. What we do not

need is a failed development going into bankruptcy and then going through years of efforts to find new ownership.

Respectfully,

--
Michael Banker
602-820-1372 Cell
michael.banker7@gmail.com

Marc Toth

From: claire wilkinson <mcw48@hotmail.com>
Sent: Tuesday, November 5, 2024 12:22 AM
To: Marc Toth
Subject: Response to your recent letter to Pinnacle Pines Community

November 1, 2024

Dear Mr. Toth,

After I attended your first neighborhood meeting in which you unveiled your development plans for the Masonic land adjacent to Pinnacle Plans, I gave all of this a great deal of thought. Although your presentation was very impressive, I have the following reservations about this project:

1. **Condominium Design**: My husband and I have traveled extensively during his military career and lived in neighborhoods in many locations around the United States. Although the condominiums are very nice looking, they look like something that belongs in an urban setting. They are very different from the type of construction more common in this more rural area, and just don't fit.

2. **Dark Sky Concerns**: During the meeting, the fact that Flagstaff is a Dark Skies Community was discussed. I am concerned that with glass fronts on these condominiums, we are going to have a lot of light from these condominiums at night. You stated that the glass would not be tinted, so how is the light going to be controlled? Is your HOA going to require window coverings? Pinnacle Pines does not allow excessive light in our neighborhood, so I do not want to have yours right next to me. It diminishes our beautiful night sky with all the constellations that can be seen.

3. **Bus Stops**: You mentioned that you are going to build two bus stops on Zuni, and assured the attendees at your meeting that those would not interfere with the traffic flow on Zuni. Since there are no pull out lanes planned for these bus stops, I beg to differ with you. Zuni is a two lane road and there is not enough room to pass, so traffic will be backed up when the buses stop to load or unload. I believe that a better location would be near the corner of Lone Tree and Zuni. There is room for a pull out area so that traffic would not be impeded. If one has to be built on Zuni, it would be better to have one on the side of Zuni, where a pull out area is more logical since the other side of Zuni has a ditch.

4. **Condominium ownership**: You mentioned that there is a strong possibility that there will be multiple owners for each condominium. Since we have experienced short term rentals in Pinnacle Pines, it is not a selling idea to have to deal with multiple owners in lieu of one owner when there is a problem unless you plan to have on site management.

5. **One Car Garage**: It is my experience in Pinnacle Pines that even a 2-car garage with enough room in the driveway for 2 additional cars is often not enough parking when people have visiting family, friends, or other guests. I believe that by building a 1-car garage in your condominiums, there will be a real parking problem in spite of the limited additional parking spaces you have planned. I would hate to see cars, legally or illegally, lined up on the sides of Masonic as we drive into our neighborhood. There are some years when we have a great deal of snow, which has left us with basically a one lane road and very high berms of snow on each side of our roads in Pinnacle Pines. The 170 feet plus of snow during the year before last would have covered your

additional parking spaces due to the fact that there would be no place else to put it. Our turn around on Masonic before entering our neighborhood usually has an enormous amount of snow in the center, which creates a circular entry to Pinnacle Pines there due to lack of a better alternative.

6. **Financial Concerns**: People like to protect their cars by parking in the garage. Do you really think that people are going to pay the price you are asking for a 1-car garage? Empire Homes went bankrupt after building most of Pinnacle Pines Stage 1, and then unfinished townhomes sat empty for an extended period of time. I would hate for your company to begin this project and then for it to sit due to lack of sales after you've cut trees and leveled the landscape. It would be a real eyesore, and extremely sad for humans and wildlife alike.

7. **Our Home**: My husband and I live here full time, as do many of our neighbors. We are retired and our home is not just a vacation get away for us. We love our forests, the wild flowers, the trails, and our wild life (namely, elk herds and deer). These are what brought us to Flagstaff, and are probably the type of things which attracted you to Flagstaff. We made Flagstaff our home because we really value all of this. Please reconsider what you want to build on this forest land, and how it will effect those who live here, and not just vacation here occasionally.

Thank you for your consideration. My email address is mcw48@hotmail.com should you wish to contact me.

Sincerely,

Claire Wilkinson

3117 S Salvestrin Lane

Flagstaff, AZ 86005

Marc Toth

From: mnortoncomm@gmail.com
Sent: Monday, November 18, 2024 5:08 PM
To: Marc Toth; tom@redoakvc.com
Subject: Pinehaven community comment

Hello Tom Staub and Marc Toth,

Thank you for the detailed report from the first community meeting, of which I was in attendance. I and my husband are owners & full-time residents at 969 Sterling near the entrance of Pinnacle Pines closest to your property. I have been involved with the HOA since moving here in late 2014 currently serving on two committees, and I am the Residential Leader for the Firewise USA program of which we spoke briefly about at the first community meeting. I am also retired from the homebuilding industry, having spent over 30 years in the southern California and Flagstaff markets.

As a neighboring community member, I wanted to express these concerns about the development:

1. I am against the Fractional Ownership option. Our community and Flagstaff is in need of housing for residents who wish to be part of our community more than ¼ of the time. And, fractional ownership coupled with loose rental allowances is not conducive to community or fulfilling the need of appropriate residential development in Flagstaff.
2. I am against the allowance of Short-Term Rentals and the looseness of allowing 180 annual days of rentals. In Arizona, a Short-Term Rental is defined as "a lodging rental stay of less than 30 days". **I encourage you to adopt that definition**. While your anticipated HOA rules of oversight on rentals and short term rentals is well-intended, I can tell you that we here in Pinnacle Pines HOA attempt the same and it is not only difficult but ineffective. Allowing 180 days of rentals could result in 60, 3-day rental intervals! **My recommendation would be to limit rentals to not less than a 30-day interval and not more than 180 days a year.**
3. In "Pinecone Park", you call for an architectural element of a very large/tall "pine cone". We find this to be obtrusive in scale, design and location as it is near the highest elevation of the site. It is both unnecessary and unnatural to add an artificial pine cone among the ponderosa pines that we Flagstaff residents hold dear. If you'd like to add elements to the park, my suggestion would be metal or teak benches for quiet reflection in the park or along your trails where appropriate.
4. I find the exterior architecture incompatible with the newer surrounding communities of Pinnacle Pines, and even beyond to Juniper Point and Pine Canyon. While mountain-modern is being seen among new developments, it is still tapered with elements of craftsman creating a more complimentary look for this area of Flagstaff. I would encourage you to make some revisions to your elevations.
5. As an additional comment on the architecture, the abundance of glass sliding doors will inevitably create light spill and sky glow in our dark skies. While the development is being held to dark sky standards, there is more that can be done to be a good neighbor in protection of our dark skies with regard to design, glass tinting, and included window coverings for glass doors.
6. This parcel (as well as a neighboring parcel) have long been rumored among our local developers to be undevelopable and difficult/expensive to develop due to the terrain such as slope and rock. Such elements are noted in your acknowledgement of the site's natural resources (and challenges). Your plan is to dig in to the slope & down 30'-35'. What will the retaining wall structure look like? Please provide details and drawings.
7. The Pinehaven marketing website (not the investor website for Red Oak) was to be updated, but is still offline. When will those updates be made? There are a few elements that were of additional concern represented in that first website iteration:
    a. Rooftop deck for the community center. Please confirm this element has been removed from the plans as mentioned at the first meeting.

b. There was a rendering of the monument signage/architectural art. It is my hope that element has also been removed from the plans as it is not consistent with Flagstaff neighborhoods, communities, or even master planned communities here.

8. In your presentation to our community, the Suburban Commercial piece was explained that it would likely be a gas station if left as is. I found this to be an unwelcome scare tactic. There are MANY allowable uses in the SC zone that could be appropriate for a parcel of this size that are in-line with Flagstaff desires such a recreational facility (rock gym, yoga studio, etc.), education such as a preschool or day care, a café, small retail, veterinarian office, etc.

Thank you for your time in taking these comments.

Mary & Jeff Norton

969 E. Sterling Lane

From: Claudia Lucaire
To: Ben Mejia
Subject: Re: Against Medium Density Housing
Date: Tuesday, November 12, 2024 1:08:01 PM

[You don't often get email from clucaire@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

This was the email that I had sent.

Claudia Lucaire
602.620.8009

> On Oct 17, 2024, at 9:22 PM, Claudia Lucaire <clucaire@gmail.com> wrote:
>
> Engineering Team and Project Managers,
>
> I am an owner of 2 residences that back to the new project and am shocked at the request to expand this small area to medium density housing. This saturation of 83 condominiums with only 1 car garages raises concern with parking on where other residents or visitors will be parking. Additionally I question what a fractional share ownership will be? Would this be for college students buying into fractional shares of a condominium, so the project becomes more of a mixed use or student housing development?
>
> It is important to mention that our community strictly abides by the DarkSky Rules to reduce light pollution. Will this community be doing the same? We have also spent countless hours to become a Firewise community to protect our community and the forest, will you be doing the same ?
>
> Claudia Lucaire
> 602.620.8009

Outlook

Viewpoint Engineering

From TYLER HOWLAND <tshowland@cox.net>
Date Mon 7/14/2025 8:23 PM
To Ben Mejia <Ben.Mejia@flagstaffaz.gov>
Cc awebb@hoamco.com <awebb@hoamco.com>; Christy Lang <clang@hoamco.com>

You don't often get email from tshowland@cox.net. Learn why this is important

Hello Ben, my name is Tyler Howland and I have resided at 3298 S Hannah Lane in Flagstaff since April of 2018. I have a great concern with changing the residential property owned by RODG DT Pine Haven Horizontal LLC to "medium density residential" by adding 84 units into that space. While I concede that there may be physical space to build such suggested units however, the roads in and out of that space are ALREADY inadequate to the current traffic volume and much less the future volume by expansions in progress. Where does this traffic go. And you can't say that they will bike or walk as there is not one complete sidewalk on one side of either road at this intersection, down Zuni or Lone Tree. Very few people bike that now little lone walk it, usually its NAU track students running.
I strongly suggest that Rodg or the City come up with a plan to improve the traffic flow by Lura Kinsey Community School, which is already a current pinch point, soon to be worse with the completion and selling out of the individual home units north of JW Powel and East of Lone Tree on S Cottonrose lane area. Or simply leave the Zone designation as it is currently, Residential.

Thank you for your time,
Tyler Howland

SITE PLAN REVIEW

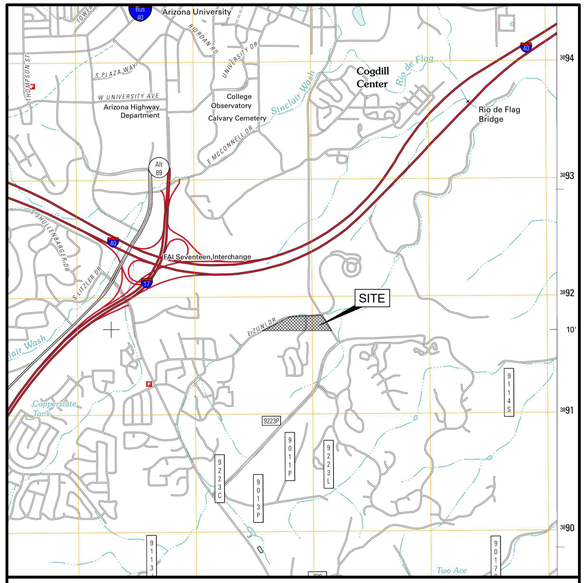
FOR

PINEHAVEN

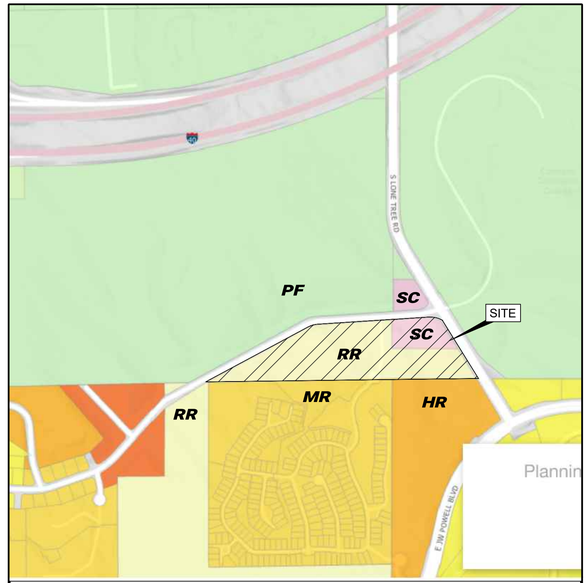
CONDOMINIUM DEVELOPMENT
2951 S. MASONIC LANE
COCONINO COUNTY, ARIZONA



AERIAL MAP
SCALE: 1" = 1000'
SCALE: 1" = 1000'
500 0 500 1000'



VICINITY MAP
SCALE: 1" = 5000'
SCALE: 1" = 5000'
2500 0 2500 5000'



ZONING MAP
SCALE: 1" = 5000'
SCALE: 1" = 5000'
2500 0 2500 5000'

SITE DATA

PLAN REFERENCE		
PLAN TITLE		**ALTA/NSPS LAND TITLE SURVEY**
		DATED: SEPT. 14, 2022
SURVEYOR		ARIZONA SURVEYING INC. 1843 W HEAVENLY CT FLAGSTAFF, AZ 86001 JOB NO: 22-42
OWNER of RECORD		
NAME		**FLAGSTAFF LODGE NO.7**
ADDRESS		2951 S MASONIC LANE FLAGSTAFF, AZ 86005
APPLICANT		
NAME		**RODG DT FLAGSTAFF PROP CO LLC**
ADDRESS		2121 EAST 6TH STREET, SUITE 203 AUSTIN, TX 78702
PARCEL DATA		
ADDRESS		E. ZUNI DRIVE & S. MASONIC LANE FLAGSTAFF, AZ 86001
TAX MAP NO/ PARCEL ID		APN: 103-26-002D
ZONING DATA		
ZONING DISTRICT	*EXISTING*	*RURAL RESIDENTIAL, SUBURBAN COMMERCIAL [RPOZ: RESOURCE PROTECTION OVERLY ZONE]*
	PROPOSED	MEDIUM DENSITY RESIDENTIAL (MR)
USE	*EXISTING*	*UNDEVELOPED*
	PROPOSED	RESIDENTIAL (PERMITTED)
STATEMENT OF INTENT		
THE APPLICANT IS PROPOSING TO DEVELOP THE SUBJECT PARCEL WITH TWO NEW ROADS, TOWNHOUSES AND ASSOCIATED SITE IMPROVEMENTS		

BULK REQUIREMENTS (MR)

REQUIREMENT		REQUIRED	EXISTING	PROPOSED
BUILDING REQUIREMENTS				
MINIMUM LOT AREA	(SF)	6,000	585,346	581,069 [2]
	(AC)	-	13.44	13.34
MINIMUM YARD SETBACKS				
FRONT YARD	(FT)	10	N/A	>10
FRONT YARD (above second floor)	(FT)	15		>15
SIDE YARD	(FT)	5		>5
REAR YARD	(FT)	15		>15
MAXIMUM IMPERVIOUS COVERAGE	(%)	40		39.7
	(SF)	-		230,613
MAXIMUM BUILDING COVERAGE	(%)	20		10.8
	(SF)	-		62,646
MAXIMUM BUILDING HEIGHT	(FT)	35		< 35
OPEN SPACE				
CIVIC SPACE	(%)	5	N/A	6.7 [1]
	(SF)	29,268 [1]		39,450
COMMON OPENS SPACE	(%)	15	N/A	15.0 [1]
	(SF)	87,802 [1]		87,981
MINIMUM / MAXIMUM DENSITY	(UNITS/AC)	6 / 9	N/A	6.18 [1]
	UNITS	81 / 120 [1]		**83**
1) BASED UPON EXISTING GROSS TRACT AREA				
2) NET LOT AREA: GROSS LOT AREA LESS RIGHT-OF-WAY DEDICATIONS ON ZUNI AND LONE LONETREE AS APPLICABLE. NOTE FINAL DIMENSIONS FOR R.O.W. DEDICATION TO BE DETERMINED DURING CIVIL PLAN REVIEW				

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LANDSCAPE PLANS prepared by THE WLB GROUP, INC. 500 N BEAVER ST, FLAGSTAFF, AZ 86001			
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LANDSCAPE PLANS		L1.1, L1.2	
IRRIGATION PLANS		L2.1, L2.2	
ALTA/NSPS LAND TITLE SURVEY 2951 S. MASONIC LANE, FLAGSTAFF, ARIZONA 86005 APN: 103-26-002D prepared by: ARIZONA SURVEYING, INC, 1843 W HEAVENLY CT, FLAGSTAFF, ARIZONA 86001		1 to 3 of 3	

REVISIONS

REV	DATE	DESCRIPTION	INIT
1	11-15-2023	REVISED PER CITY REVIEW LETTER DATED 9-20-2023	MDT
2	01-15-2024	REVISED PER CITY REVIEW LETTER DATED 12-18-2023	MDT
3	03-26-2024	REVISED PER CITY REVIEW LETTER DATED 2-8-2024	MDT
4	05-02-2024	REVISED PER CITY REVIEW LETTER DATED 4-9-2024	MDT

Registered Professional Engineer (Civil)
CERTIFICATE NO.
77934
ERIC S. BEALS
5/02/24
DATE SIGNED
ARIZONA, U.S.A.

ViewPoint Engineering
2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702
FIRM No. F-23395
viewpointengineering.com

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811 BLUE STAKE, INC.
Call 811 or click Arizona811.org
LOCATION OF EXISTING UNDERGROUND UTILITIES IS APPROXIMATE AND BASED ON OBSERVABLE SURFACE FEATURES ONLY. THE CONTRACTOR SHALL CONTACT THE ONECALL SYSTEM PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES AND DETERMINE THE EXACT LOCATION OF ALL UTILITIES. CONTRACTOR RESPONSIBLE FOR ANY AND ALL DAMAGES INCURRED BY FAILURE TO LOCATE UTILITIES.

PROFESSIONAL ENGINEER SIGNATURE BLOCK
STATE OF ARIZONA
COUNTY OF COCOCINO:

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT TO THE MATTERS OF STREETS, LOTS, AND DRAINAGE LAYOUT. TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS AND THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

ERIC S. BEALS, P.E.
ARIZONA REGISTRATION NO. **77934**; EXPIRATION: **3/31/2026**
VIEWPOINT ENGINEERING
2121 E 6TH STREET, SUITE 203
AUSTIN, TEXAS 78702

SURVEYOR SIGNATURE BLOCK
STATE OF ARIZONA
COUNTY OF COCOCINO

I, _____, A REGISTERED PROFESSIONAL LAND SURVERYOR IN THE STATE OF ARIZONA, INDICATE TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT IS TRUE AND CORRECT, CONFORMS TO THE MINIMUM STANDARDS SET FORTH BY THE ARIZONA BOARD OF PROFESSIONAL LAND SURVEYORS, AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND, UNDER MY SUPERVISION.

>>name<<
REGISTERED PROFESSIONAL LAND SURVEYOR NO. **6503**
ARIZONA SURVEYING, INC
1843 W. HEAVENLY CT
FLAGSTAFF, AZ 86001

OWNER SIGNATURE BLOCK
I (WE) THE UNDERSIGNED OWNER(S) OF THE LAND SHOWN ON THE PLAT, AND DESIGNATED HEREIN AS **WILLOW CREEK** SUBDIVISION, GUADALUPE COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, DO HEREBY SUBDIVIDE SUCH PROPERTY AND DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATERCOURCES DRAINS, EASEMENTS, AND PUBLIC PLACES FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

OWNER/AGENT: THOMAS STAUB _____ DATE
RODG ASPIRE SEGUIN 2 PROP, LLC
2121 E 6TH STREET, SUITE 203
AUSTIN, TX 78702

NOTARY SIGNATURE BLOCK
STATE OF ARIZONA:
COUNTY OF COCOCINO:

BEFORE ME THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FORGOING CERTIFICATION, AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES OF CONSIDERATIONS THEREIN EXPRESSED AND CAPACITY THEREIN STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____ 20_____ AD.

NOTARY SIGNATURE\
MY COMMISSION EXPIRES _____

CITY ENGINEER APPROVAL:
DATA ON THIS PLAT REVIEWED AND APPROVED THIS _____DAY OF_____ 20____
BY CITY ENGINEER OF THE CITY OF FLAGSTAFF ARIZONA

CITY ENGINEER _____ DATE

FINAL PLAT SIGNATURE BLOCK:
APPROVED BY THE ZONING AND PLANNING COMMISSION ON THIS _____DAY OF _____ 20____. THIS PLAT IS HEREBY APPROVED BY THE ZONING PLANNING COMMISSION OF THE CITY OF FLAGSTAFF ARIZONA, OR ITS AGENT IN TESTIMONY WHERE OF WITNESS OF THE OFFICIAL SIGNATURE.

CHAIRPERSON _____ DATE

RECORDER _____ DATE

DIRECTOR OF PLANNING _____ DATE

DWN BY: M TOTH
CHK BY: E BEALS

PROJECT: PINEHAVEN
RESIDENTIAL LAND DEVELOPMENT
2951 S. MASONIC LANE
COCONINO COUNTY, ARIZONA

APPLICANT: RODG DT FLAGSTAFF PROP CO LLC
2121 E. 6TH STREET, SUITE 203, AUSTIN, TEXAS 78702

TITLE: SITE PLAN REVIEW
COVER SHEET

PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID CVR
REV 4
SHEET 1 of 46

S:\2022\22004 PLAN\DWG\ [C100_OVERALL SITE PLAN.dwg]Layout: CVR

GENERAL NOTES

1. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL MAKE CERTAIN THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.
2. ALL CONSTRUCTION WITHIN THE PUBLIC RIGHT-OF-WAY SHALL CONFORM TO THE STANDARD SPECIFICATIONS AND DRAWINGS OF THE CITY, COUNTY AND/OR AZDOT (AS WELL AS THE REQUIREMENTS OF THE ENVIRONMENTAL PROTECTION AGENCY (EPA) AND THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA)).
3. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL CONTACT THE UTILITY COMPANIES TO LOCATE EXISTING FACILITIES.
4. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL CONDUCT A PRE-CONSTRUCTION CONFERENCE WITH PERMITTING AUTHORITY, CONSULTING ENGINEER, CONTRACTOR(S), UTILITY COMPANIES AND ANY OTHER AFFECTED PARTIES.
5. ALL CONSTRUCTION OPERATIONS SHALL BE ACCOMPLISHED IN ACCORDANCE WITH APPLICABLE REGULATIONS OF THE U.S. OCCUPATIONAL HEALTH AND SAFETY ADMINISTRATION. COPIES OF OSHA STANDARDS MAY BE PURCHASED FROM THE U.S. GOVERNMENT PRINTING OFFICE.
6. NECESSARY BARRICADES, SUFFICIENT LIGHTS, SIGNS, AND OTHER TRAFFIC CONTROL METHODS AS MAYBE NECESSARY FOR THE PROTECTION AND SAFETY OF THE PUBLIC, SHALL BE PROVIDED BY THE CONTRACTOR IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND MAINTAINED AT ALL TIMES (24 HRS. PER DAY) DURING THE CONSTRUCTION PROCESS.
7. THE INFORMATION CONTAINED ON THESE DRAWINGS IN REGARDS TO EXISTING UTILITIES, TOPOGRAPHY, CONTOURS, HYDROGRAPHY, OR SUBSURFACE CONDITIONS IS FURNISHED SOLELY AS THE BEST INFORMATION AVAILABLE AT THIS TIME. ITS ACCURACY IS NOT GUARANTEED AND ITS USE IN NO WAY RELIEVES THE CONTRACTOR OF ANY RESPONSIBILITY FOR DAMAGES DUE TO ANY INACCURACIES.
8. THE LOCATION AND ELEVATION OF IMPROVEMENTS TO BE DONE SHALL BE CONFIRMED BY FIELD MEASUREMENTS PRIOR TO THE CONSTRUCTION OF THE WORK. THE CONTRACTOR IS TO MAKE EXPLORATORY EXCAVATIONS AND LOCATE EXISTING UNDERGROUND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING ALL THE NECESSARY ARRANGEMENTS WITH THE RESPECTIVE UTILITY COMPANIES. GRAVITY LINE CONSTRUCTION IS REQUIRED TO BE VERIFIED AT CONNECTION POINT THEN BUILD UPSTREAM.
9. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING EXISTING FACILITIES FROM DAMAGE AND COST OF REPAIR TO EXISTING FACILITIES AND IMPROVEMENTS AS A RESULT OF CONTRACTOR'S WORK. THE CONTRACTOR SHALL NOTIFY ALL UTILITY OFFICES PRIOR TO STARTING WORK AND SHALL COORDINATE THEIR WORK WITH THE UTILITY OFFICES.
10. DURING CONSTRUCTION, THE OWNER WILL PROVIDE A GEOTECHNICAL LAB TO PERFORM MATERIALS TESTING DURING THE CONSTRUCTION. RETESTS REQUIRED DUE TO CONTRACTOR PERFORMANCE SHALL BE PAID FOR BY THE CONTRACTOR.
11. THE CONTRACTOR SHALL KEEP AND LEAVE THE AREA NEAT AND CLEAN DURING CONSTRUCTION. DEBRIS SHALL NOT BE BURIED OR DUMPED ANYWHERE WITHIN THE LIMITS OF THE PROJECT. ALL DEBRIS, CONSTRUCTION MATERIALS, CONTRACTOR'S BUILDINGS OR EQUIPMENT, LOGS, STUMPS, BOULDERS, OR ANY OTHER EXTRANEOUS MATERIAL DEPOSITED DURING CONSTRUCTION SHALL BE DISPOSED OFFSITE PROMPTLY IN COMPLIANCE WITH APPLICABLE REGULATIONS.
12. ANY EXISTING PAVEMENT, CURBS AND/OR SIDEWALKS DAMAGED OR REMOVED WILL BE REPAIRED BY THE CONTRACTOR AT THEIR EXPENSE.
13. ALL UNDERGROUND FACILITIES SHALL BE CONSTRUCTED, CONNECTED AND TESTED PRIOR TO THE CONSTRUCTION OF SURFACE IMPROVEMENTS, SUCH AS SIDEWALKS, CURBS, GUTTERS AND PAVING.
14. ALL SURVEY MONUMENTS DISTURBED DURING CONSTRUCTION SHALL BE REPLACED BY A LICENSED SURVEYOR AND PAID FOR BY THE CONTRACTOR.
15. THE CONTRACTOR SHALL KEEP THE APPROVED SET OF PLANS ON SITE AT ALL TIMES. THE CONTRACTOR SHALL REDLINE THE ACTUAL LOCATIONS AND DIMENSIONS (VERTICAL AND HORIZONTAL) OF UTILITIES, STRUCTURES, SERVICES, AND OTHER DETAILS DEFERRING FROM OR NOT SHOWN ON THE ORIGINAL DRAWINGS. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL SUBMIT THE RECORD DRAWINGS TO THE ENGINEER OF RECORD.
16. THE CONTRACTOR SHALL RESTORE AND REVEGETATE ALL DISTURBED AREAS NOT COVERED BY LANDSCAPE PLANS AT THEIR EXPENSE.
17. CONTRACTOR SHALL MAKE REQUIRED SUBMITTALS AT LEAST 14 DAYS PRIOR TO USE.
18. IF THE CONTRACTOR INTENDS TO HAVE FUEL TANKS STORED ON THE PROJECT SITE AT ANY TIME, THE CONTRACTOR WILL NEED TO PROVIDE THE OWNER AND ENGINEER WITH A COPY OF THEIR "SPILL PREVENTION, CONTROL AND COUNTERMEASURE" (SPCC) PLAN MEETING THE REQUIREMENTS OF TITLE 40, CODE OF FEDERAL REGULATIONS, PART 112 AS GOVERNED BY THE USEPA. THIS IS A CONTRACTOR PROVIDED ITEM.

Contact Arizona 811 at least two full working days before you begin excavation

ARIZONA 811 BLUE STAKE, INC.

Call 811 or click Arizona811.org

LOCATION OF EXISTING UNDERGROUND UTILITIES IS APPROXIMATE AND BASED ON OBSERVABLE SURFACE FEATURES ONLY. THE CONTRACTOR SHALL CONTACT THE ONECALL SYSTEM PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES AND DETERMINE THE EXACT LOCATION OF ALL UTILITIES. CONTRACTOR RESPONSIBLE FOR ANY AND ALL DAMAGES INCURRED BY FAILURE TO LOCATE UTILITIES.

PAVEMENT NOTES

1. DESIGN MIX SUBMITTALS SHALL BE PROVIDED FOR REVIEW AT LEAST 14 DAYS PRIOR TO PLACEMENT.
2. DO NOT UNLOAD OR USE ANY HEAVY CONSTRUCTION EQUIPMENT ON NEW CONCRETE FOR AT LEAST 7 DAYS AFTER CONCRETE IS POURED.
3. JOINTS SHALL BE PLACED IN ANY PROPOSED CONCRETE PAVEMENT AND CURBING AS RECOMMENDED IN THE GEOTECHNICAL STUDY FOR THIS SITE OR JOINT LAYOUT AND DESIGN SHALL CONFORM TO THE AMERICAN CONCRETE PAVEMENT ASSOCIATION (ACPA) TECHNICAL PUBLICATION 150 61.01P, TABLE Z AND FIGURE 13.
4. CONTRACTOR IS RESPONSIBLE FOR COORDINATING WORK SUCH THAT UTILITIES ARE INSTALLED PRIOR TO PAVEMENT BASE BEING INSTALLED OR ELSE LOCATE AND PLACE LINES FOR PROPOSED UNDERGROUND UTILITIES.
5. ALL CONCRETE WORK SHALL CONFORM TO ALL APPLICABLE REQUIREMENTS OF ACI 330. FLY ASH CAN BE USED IN MIX DESIGNS WHERE SUITABLE.
6. ALL CONCRETE PAVING AND FLATWORK SHALL BE CURED IN CONFORMANCE WITH AMERICAN CONCRETE PAVEMENT ASSOCIATION GUIDELINES.
7. ALL REPORTS AND SUPPLEMENTAL LETTERS OR AMENDMENTS FROM GEOTECHNICAL ENGINEER. MUST BE REVIEWED AND ADHERED TO.
8. AN EXISTING SLAB MAY BE LEFT IN PLACE, WHEN GRADES ALLOW, PROVIDED THE FOLLOWING OCCURS WITH REGARDS TO PAVEMENT PERFORMANCE:
   - 8.1. IF FILL THICKNESS BETWEEN THE TOP OF SLAB AND BOTTOM OF PAVEMENT BASE IS AT LEAST 2 FEET, SLAB MAY BE LEFT AS IS WITH NO SPECIAL PREPARATION.
   - 8.2. IF FILL THICKNESS BETWEEN TOP OF SLAB AND BOTTOM OF PAVEMENT BASE IS LESS THAN 2 FEET, SLAB MAY BE LEFT IN PLACE PROVIDED A STRIP OF GEOGRID (TENSAR BX 1100) AND 6 INCHES OF GRANULAR BASE ARE PLACED IMMEDIATELY ABOVE THE EDGE OF THE SLAB THAT IS LEFT IN PLACE. CENTER THE GRID OVER THE EDGE OF THE LAB. ADD WIDTH OF GRID STRIP SHOULD BE SAME AS STANDARD ROLL. THE SLAB SHALL BE SAW CUT AND REMOVED IN AREAS WHERE THE ABOVE CANNOT BE ACHIEVED.
9. WHEN GRADES PERMIT, NEW BASE CAN BE PLACED DIRECTLY ON TOP OF THE EXISTING ASPHALT PAVEMENT. IN MOST CASES IN AREAS TO BE COVERED WITH FILL, NO NEED TO REMOVE EXISTING ASPHALT PAVEMENT. THE ASPHALT SURFACE SHALL BE "LIGHTLY SCARIFIED" OR "ROUGHENED" TO HELP PROMOTE BOND WITH FILL. THIS SHOULD BE DONE WITH EITHER A SHEEPSFOOT ROLLER OR SCARIFYING TEETH ON A MAINTAINER. DISCUSS THIS ISSUE WITH GEOTECHNICAL ENGINEER PRIOR TO STARTING. IT MAY BE PRUDENT NOT TO DAMAGE THE EXISTING ASPHALT PAVEMENT BY "SCARIFICATION" AND/OR "ROUGHENING".
10. ASPHALT CRACKS EQUAL TO OR LARGER THAN 1/16" SHALL BE REPAIRED BASED ON GEOTECHNICAL ENGINEER'S RECOMMENDATIONS PRIOR TO OVERLAY INSTALLATION.

HOT MIX ASPHALT CONCRETE PAVING

PROVIDE NECESSARY LABOR AND MATERIALS TO INSTALL THE HOT MIX ASPHALT PAVING SHOWN ON THE PLANS, GEOTECHNICAL REPORT AND IN THE PAVEMENT DESIGN DETAILS. THIS INCLUDES THE SUBGRADE PREPARATION, AGGREGATE, ASPHALT MATERIALS, MINERAL FILLER, PRIME COAT, TACK COAT AND FINAL ASPHALT PAVING SURFACE.

ALL ASPHALT MUST MEET A RETAINED STRENGTH OF AT LEAST 70% ON THE TXDOT 531-C TEST OR HAVE ALL LIMESTONE AGGREGATE. IF SILICEOUS AGGREGATES (WHICH INCLUDE GRAVEL, CRUSHED GRAVEL OR GRANITE) ARE USED, ADD HYDRATED LIME (AT LEAST 1%) OR ANTI-STRIP AGENT TO THE MIX TO MEET THE RETAINED STRENGTH REQUIREMENTS. THE MIXTURE MUST BE DESIGNED FOR 97% OF OPTIMUM LABORATORY DENSITY. ASPHALT GRADE SHALL BE PG 64-22.

EXECUTION:

1. START OF THIS WORK ITEM INDICATES ACCEPTANCE BY THE CONTRACTOR OF THE SUBGRADE PREPARATION. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE FINAL RESULTS.
2. CONTRACTOR SHALL ESTABLISH AND MAINTAIN REFERENCE POINTS TO HOLD PROPER ELEVATIONS AND GRADES. ALL PAVEMENT SHOULD BE WITHIN 0.5 INCH OF PROPOSED GRADES.
   - 2.1. UNLESS OTHERWISE SHOWN ON THE PLANS, RECOMMENDED BY THE GEOTECHNICAL ENGINEER OR APPROVED BY THE ENGINEER, MATERIALS AND INSTALLATION OF SUCH SHALL COMPLY WITH THE FOLLOWING ITEMS WITHIN THE ARIZONA DEPARTMENT OF TRANSPORTATION 2021 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION:
   - 2.2. SECTION 303 - AGGREGATE BASE AND SUBBASE.
   - 2.3. SCETION 340 - HOT MIX ASPHALTIC CONCRETE PAVEMENT.
3. IN PLACE COMPACTED THICKNESS WILL NOT BE ACCEPTABLE IF EXCEEDING THE FOLLOWING ALLOWABLE VARIATION FROM REQUIRED THICKNESS:
   - 3.1. HMAC SURFACE COURSE: 1/4", PLUS OR MINUS
   - 3.2. SURFACE SMOOTHNESS: TEST FINISHED SURFACE OF EACH ASPHALT CONCRETE COURSE FOR SMOOTHNESS, USING 10' STRAIGHTEDGE APPLIES PARALLEL WITH AND AT RIGHT ANGLES TO CENTERLINE OF PAVED AREA. SURFACE SMOOTHNESS WILL NOT BE ACCEPTABLE IF THE WEARING COURSE SURFACE EXCEEDING 3/16".
4. THE INITIAL QUALITY CONTROL TESTING SHALL BE PERFORMED AT THE OWNER'S COST. ANY NECESSARY REPAIRS OR REPLACEMENTS, ALONG WITH ADDITIONAL TESTING, SHALL BE PERFORMED AT THE CONTRACTOR'S EXPENSE. TESTING PROCEDURES SHALL BE IN COMPLIANCE WITH OWNER'S STANDARD SPECIFICATION FOR MATERIAL TESTING.
5. CONTRACTOR SHALL ENSURE THE FOLLOWING:
6. TESTING LAB TO VERIFY THICKNESS OF BASE MATERIAL INSTALLED.
7. VERIFY APPROVED MIX DESIGN MATCHES DELIVERY TICKETS IN FIELD.
8. RECORD ARRIVAL TIMES OF TRUCKS AND MIX TEMPERATURE UPON ARRIVAL. RECORD LIST OF EQUIPMENT USED TO LAY AND COMPACT ASPHALT.
9. RECORD AIR TEMPERATURE & MIX TEMPERATURE AT TIME OF LAYDOWN.
10. GEO-TECH ENGINEER OF RECORD TO MAKE MIN. OF THREE SITE VISITS.
11. ASPHALT JOB MIX FORMULA APPROVED IN ADVANCE (WITH ACCOMPANYING LAB TEST DATA) MINIMUM 14 DAYS PRIOR TO PAVING. THIS INCLUDES VERIFYING THE AGGREGATE MEETS ITEM 340 REQUIREMENTS AND ALL OTHER SPECIFICATIONS REQUIREMENTS.
12. HMAC SURFACE COURSE SHALL BE ORIENTED SUCH THAT JOINTS OR SEAMS ARE PARALLEL WITH THE DIRECTION OF TRAFFIC.

PORTLAND CEMENT CONCRETE PAVING

FURNISH AND INSTALL THE PORTLAND CEMENT CONCRETE PAVING AND PREPARED BASE COURSE TO THE EXTENT SHOWN ON THE DRAWINGS. THESE AREAS INCLUDE CURBS, GUTTERS, WALKS AND PAVING AGGREGATE.

EXECUTION:

1. ALL CONCRETE ITEMS SHALL COMPLY WITH THE REQUIREMENTS OF APPLICABLE DIVISION 3 SECTIONS FOR CONCRETE MIX DESIGN, SAMPLING AND TESTING, CURING AND QUALITY CONTROL, AND AS HEREIN SPECIFIED.
2. UNLESS OTHERWISE SHOWN ON THE PLANS, RECOMMENDED BY THE GEOTECHNICAL ENGINEER OR APPROVED BY THE ENGINEER, CONCRETE AREAS SHALL COMPLY WITH THE FOLLOWING ITEMS WITHIN THE ARIZONA DEPARTMENT OF TRANSPORTATIONS 2021 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION:
   - 2.1. SECTION 303 - AGGREGATE SUBBASES AND AGGREGATE BASES
   - 2.2. SECTION 401 - CONCRETE PAVING
   - 2.3. SECTION 1006 - PORTLAND CEMENT CONCRETE
   - 2.4. SECTION 908 - CONCRETE CURBS, GUTTER, SIDEWALKS AND DRIVEWAYS
3. UNLESS OTHERWISE SHOWN ON THE PLANS OR RECOMMENDED BY THE GEOTECHNICAL ENGINEER, DESIGN MIX SHALL PRODUCE NORMAL-WEIGHT CONCRETE WITH THE FOLLOWING PROPERTIES:
   - 3.1. COMPRESSIVE STRENGTH: (4000 PSI FOR PAVEMENTS AND 3000 PSI FOR ALL OTHER FLATWORK, MINIMUM AT 28 DAYS.)
   - 3.2. SLUMP RANGE: 4" TO 6"
   - 3.3. AIR CONTENT: 3 TO 5%
4. FORMS WILL BE SET TO GRADE LINES WITHIN THE FOLLOWING TOLERANCES:
5. TOP OF FORMS NOT MORE THAN 1/8" IN 10'.
6. VERTICAL FACE ON LONGITUDINAL AXIS, NOT MORE THAN 1/4" IN 10'.
7. LOCATE, PLACE AND SUPPORT REINFORCEMENT AS SPECIFIED IN THE GEOTECHNICAL REPORT AND IN COMPLIANCE WITH TXDOT ITEM 440.
8. PRE-POUR INSPECTION BY THE GEOTECH LAB IS REQUIRED PRIOR TO FINAL PLACEMENT OF CONCRETE.
9. AUTOMATIC MACHINE MAY BE USED FOR CURB AND GUTTER PLACEMENT. IF MACHINE PLACEMENT IS USED, CONTRACTOR SHALL SUBMIT REVISED MIX DESIGN AND LABORATORY TEST RESULTS THAT MEET OR EXCEED MINIMUMS SPECIFIED. MACHINE PLACED CURBS MUST MEET THE CROSS SECTION, LINES, GRADES, FINISH AND JOINTING SPECIFIED, OR SHALL BE REMOVED AND REPLACED WITH FORMED CONCRETE AS SPECIFIED.
10. AFTER COMPLETION OF FLOATING AND TROWELING WHEN EXCESS MOISTURE OR SURFACE SHEEN HAS DISAPPEARED, BROOM FINISH BY DRAWING A FINE-HAIR BROOM ACROSS
11. CONCRETE SURFACE PERPENDICULAR TO THE LINE OF TRAFFIC. REPEAT OPERATION IF REQUIRED TO PROVIDE A TEXTURE ACCEPTABLE TO THE OWNER OR DESIGNATED REPRESENTATIVE.
12. CONTRACTOR SHALL PROTECT CONCRETE FROM DAMAGE UNTIL ACCEPTANCE OF WORK.
13. VEHICULAR TRAFFIC SHALL BE PROHIBITED FOR AT LEAST 7 DAYS AFTER PLACEMENT.
14. BROKEN OR DEFECTIVE CONCRETE WILL BE REPAIRED OR REPLACED AS DIRECTED BY THE ENGINEER.
15. DRILL TEST CORES WHERE DIRECTED BY THE ENGINEER, WHEN NECESSARY TO DETERMINE MAGNITUDE OF CRACKS OR DEFECTIVE AREAS. TESTING WILL BE IN ACCORDANCE WITH THE MATERIAL TESTING SPECIFICATION.
16. CONCRETE PAVED AREAS SHALL BE MAINTAINED BY THE CONTRACTOR SUCH THAT AT FINAL INSPECTION, CONCRETE SHALL BE FREE OF STAINS, DISCOLORATIONS, DIRT AND OTHER FOREIGN MATERIAL.

EARTHWORK

PREPARE SUBGRADE BY EXCAVATION OR EMBANKMENT FOR BUILDING SLABS, WALKS AND PAVEMENTS. EXCAVATION AND BACKFILL FOR UNDERGROUND UTILITIES AND DRAINAGE FILL COURSE FOR SUPPORT OF BUILDING SLABS ARE INCLUDED IN THIS ITEM.

EXECUTION:

1. ALL EXCAVATION, BACKFILL AND COMPACTION SHALL BE PERFORMED AS SHOWN IN THE PLANS AND GEOTECHNICAL REPORT FOR THE SITE.
2. EXCESS MATERIAL RESULTING FROM EXCAVATION OPERATIONS IS THE PROPERTY OF THE CONTRACTOR. APPROPRIATE DISPOSAL SHALL BE AT THE CONTRACTOR'S EXPENSE.
3. ALL EXCAVATION SHALL BE PERFORMED AS DIRECTED IN THE PLANS AND IN COMPLIANCE WITH OSHA STANDARDS.
4. OWNER WILL ENGAGE AT THE OWNER'S COST SOIL TESTING AND INSPECTION SERVICE IN ACCORDANCE WITH MATERIAL TESTING SPECIFICATION TO VERIFY COMPLIANCE WITH THE PLANS & SPECIFICATIONS. REPLACEMENT AND RETESTING OF DEFICIENT WORK SHALL BE DONE BY CONTRACTOR AT NO ADDITIONAL COMPENSATION.
5. DATA ON SUBSURFACE CONDITIONS IS AVAILABLE TO THE CONTRACTOR. THE OWNER MAKES NO WARRANTY AS TO THE CORRECTNESS OF THESE REPORTS. THE CONTRACTOR MAY, AT HIS OWN EXPENSE, PERFORM ADDITIONAL TEST BORINGS.
6. CONTRACTOR IS RESPONSIBLE FOR COORDINATION WITH ALL AFFECTED UTILITY COMPANIES. THIS SHALL INCLUDE LOCATION OF FACILITIES, PROTECTION DURING CONSTRUCTION, DAMAGE REPAIRS AND DISRUPTION OF SERVICE.
7. THE EXCAVATION IS UNCLASSIFIED, AND CONTRACTOR SHALL PERFORM EXCAVATION TO THE ELEVATIONS INDICATED IN THE PLANS, REGARDLESS OF CHARACTER OF MATERIAL, WITH NO ADDITIONAL COMPENSATION FROM THE OWNER. USE OF EXPLOSIVE IS PROHIBITED.
8. CONTRACTOR IS RESPONSIBLE FOR PROVIDING BARRICADES REQUIRED TO WARN AND/OR PREVENT ACCESS TO CONSTRUCTION AREA.
9. CONTRACTOR IS RESPONSIBLE FOR PROTECTING ADJACENT FACILITIES FROM DAMAGE.
10. EARTHWORK SHALL BE PERFORMED IN COMPLIANCE WITH LANDSCAPE PROTECTION REQUIREMENTS.
11. OVER-EXCAVATION IS NON-COMPENSABLE, AND SHALL BE BACKFILLED AND COMPACTED AS DIRECTED BY THE ENGINEER AT NO ADDITIONAL COST TO THE OWNER.
12. CONTRACTOR SHALL PROVIDE ALL LABOR AND EQUIPMENT NECESSARY TO PROPERLY DEWATER EXCAVATION AREAS - AS REQUIRED.
13. EXCAVATED MATERIAL SHALL BE STOCKPILED WHERE DIRECTED IN THE PLANS. STOCKPILE SHALL BE MAINTAINED IN COMPLIANCE WITH ALL RELEVANT POLLUTION PREVENTION PLANS.
14. EARTHWORK SHALL BE PERFORMED TO THE TOLERANCES SHOWN IN THE PLANS AND/OR SPECIFIED IN THE GEOTECHNICAL REPORT FOR THE PROJECT.
15. TRENCHES SHALL BE BACKFILLED ONLY AFTER INSPECTION AND APPROVAL OF THE TESTING LAB. BACKFILL MATERIAL AND PROCEDURES FOR TRENCHES SHALL BE IN COMPLIANCE WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION 2021 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION SECTION 203-5 STRUCTURAL EXCAVATION AND STRUCTURE BACKFILL.

WATER DISTRIBUTION AND WASTEWATER COLLECTION SYSTEMS

FURNISH AND INSTALL THE FIRE LINE, DOMESTIC WATER LINE AND WASTEWATER COLLECTION SYSTEM AND ALL RELATED APPURTENANCES FROM THE PUBLIC MAIN TO THE BUILDING PAD(S) AS SHOWN ON THE PLANS, INCLUDING BUT NOT LIMITED TO ALL PIPING, FITTINGS, VAULTS, VALVES, METERS, MANHOLES AND JUNCTION BOXES REQUIRED.

EXECUTION:

1. INSTALLATION OF WASTEWATER LINES SHALL BEGIN AT THE TAP TO THE PUBLIC WASTEWATER SYSTEM AND PROGRESS UPSTREAM. WATER AND WASTEWATER LINES SHALL BE EXTENDED TO SERVICE ENTRANCE INTO BUILDING(S). CONTRACTOR SHALL PROVIDE A WATERTIGHT SLEEVE IN FOUNDATION FOR WATER LINE.
2. CONTRACTOR IS RESPONSIBLE FOR TAP AT PUBLIC MAIN AND ALL LINES, FITTINGS AND APPURTENANCES SHOWN ON PLANS OR REQUIRED BY THE LOCAL UTILITY COMPANY.
3. ALL MATERIALS, INSTALLATION, INSPECTION AND TESTING OF WATER METER AND RELATED PIPING AND APPURTENANCES SHALL CONFORM TO UPC STANDARDS, AWWA STANDARDS, TCEQ STANDARDS, AND THE APPLICABLE LOCAL UTILITY COMPANY REGULATIONS. ALL MATERIALS AND INSTALLATIONS REQUIRED FOR FIRE PROTECTION SHALL MEET FACTORY MUTUAL GLOBAL STANDARDS.
4. TRENCH EXCAVATION SHALL BE PERFORMED AND BACKFILL MATERIAL AND PROCEDURES SHALL BE IN COMPLIANCE WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS AND BRIDGES.

STORM WATER COLLECTION SYSTEM

FURNISH AND INSTALL ALL MATERIAL COMPRISING THE STORM WATER COLLECTION SYSTEM SHOWN ON THE PLANS.

EXECUTION

1. ALL WORK UNDER THIS ITEM SHALL BE IN COMPLIANCE WITH ANY GOVERNING PERMITS FOR THIS SITE INCLUDING BUT NOT LIMITED TO FEDERAL TPDES PERMITS OR LOCAL WATERWAY OR SITE DEVELOPMENT PERMITS.
2. ALL MATERIALS AND INSTALLATION OF STORM SEWER PIPING SHALL COMPLY WITH THE FOLLOWING ARIZONA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS AND BRIDGES.
3. INSTALLATION OF THE STORM SEWER SYSTEM SHALL BEGIN AT THE OUTFALL AND PROGRESS UPSTREAM.
4. ANY WORK DONE IN THE PUBLIC RIGHT OF WAY WILL BE COMPLETED ACCORDING TO GOVERNING SPECIFICATIONS AND REGULATIONS.
5. TRENCH EXCAVATION SHALL BE PERFORMED AND BACKFILL MATERIAL AND PROCEDURES SHALL BE IN COMPLIANCE WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION 2021 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION SECTION 203-5 STRUCTURAL EXCAVATION AND STRUCTURE BACKFILL.

STORM SEWER NOTES

1. THE LOCATION OF UNDERGROUND UTILITIES SHOWN ON THIS PLAN ARE BASED ON FIELD SURVEYS AND LOCAL UTILITY COMPANY RECORDS. IT SHALL BE THE CONTRACTOR'S FULL RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES TO LOCATE THEIR UTILITIES PRIOR TO STARTING CONSTRUCTION. (SEE SITE INFORMATION SHEET FOR UTILITY CONTACTS)
2. THE CONTRACTOR SHALL VERIFY ALL EXISTING INVERTS AND RIM ELEVATIONS PRIOR TO CONSTRUCTION. CONTACT ENGINEER WITH ANY DISCREPANCIES.
3. CONTRACTOR IS RESPONSIBLE TO COMPLETE OR COORDINATE ADJUSTMENT OF OTHER UTILITIES IN ORDER TO CONSTRUCT STORM SEWER TO ELEVATIONS PROVIDED.
4. THE FOLLOWING STORM SEWER PIPES ARE ALLOWABLE:
   - 4.1. 2" THRU 48" RCP, D-LOAD DESIGN
   - 4.2. 6" THRU 12" PVC, SDR 35 OR SCH. 40
   - 4.3. 12" THRU 18" GALVANIZED CORRUGATED METAL (2-2/3"X 1/2" CORRUGATED) (N= 0.013 MAX.)
   - 4.4. 12" THRU 48" "ULTRAFLO" SPIRAL RIB PIPE (AASHTO M-36 TYPE I.R. WITH GALVANIZED STEEL AS PER AASHTO M-218)
   - 4.5. 6" THRU 36", HDPE
5. ALL SLOPES STEEPER THAN 3:1 SHALL BE OVERLAID WITH GEOWEB 8204, 4" CELLULAR CONFINEMENT SYSTEM. SUPAC 6NP WILL BE PLACED UNDER GEOWEB AND SYSTEM ANCHORED PER MANUFACTURERS RECOMMENDATIONS.
6. ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE RESTORED AND GRADED TO DRAIN.

REVISIONS

REV	DATE	DESCRIPTION	INIT
1	11-16-2023	REVISED PER CITY REVIEW LETTER DATED 9-20-2023	MDT
2	01-18-2024	REVISED PER CITY REVIEW LETTER DATED 12-18-2023	MDT
3	03-20-2024	REVISED PER CITY REVIEW LETTER DATED 2-8-2024	MDT
4	05-02-2024	REVISED PER CITY REVIEW LETTER DATED 4-9-2024	MDT

Registered Professional Engineer (Civil) CERTIFICATE NO. 77934 ERIC S. BEALS DATE SIGNED 5/02/24 ARIZONA, U.S.A.

Eric Beals

ViewPoint Engineering
2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702
FIRM No. F-23395
viewpointengineering.com

DWN BY: M TOTH
CHK BY: E BEALS

PROJECT: **PINEHAVEN RESIDENTIAL LAND DEVELOPMENT**
2951 S. MASONIC LANE
COCONINO COUNTY, ARIZONA

APPLICANT: **RODG DT FLAGSTAFF PROP CO LLC**
2121 E. 6TH STREET, SUITE 203, AUSTIN, TEXAS 78702

TITLE: **SITE PLAN REVIEW GENERAL NOTES**

PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID **C001** REV 4

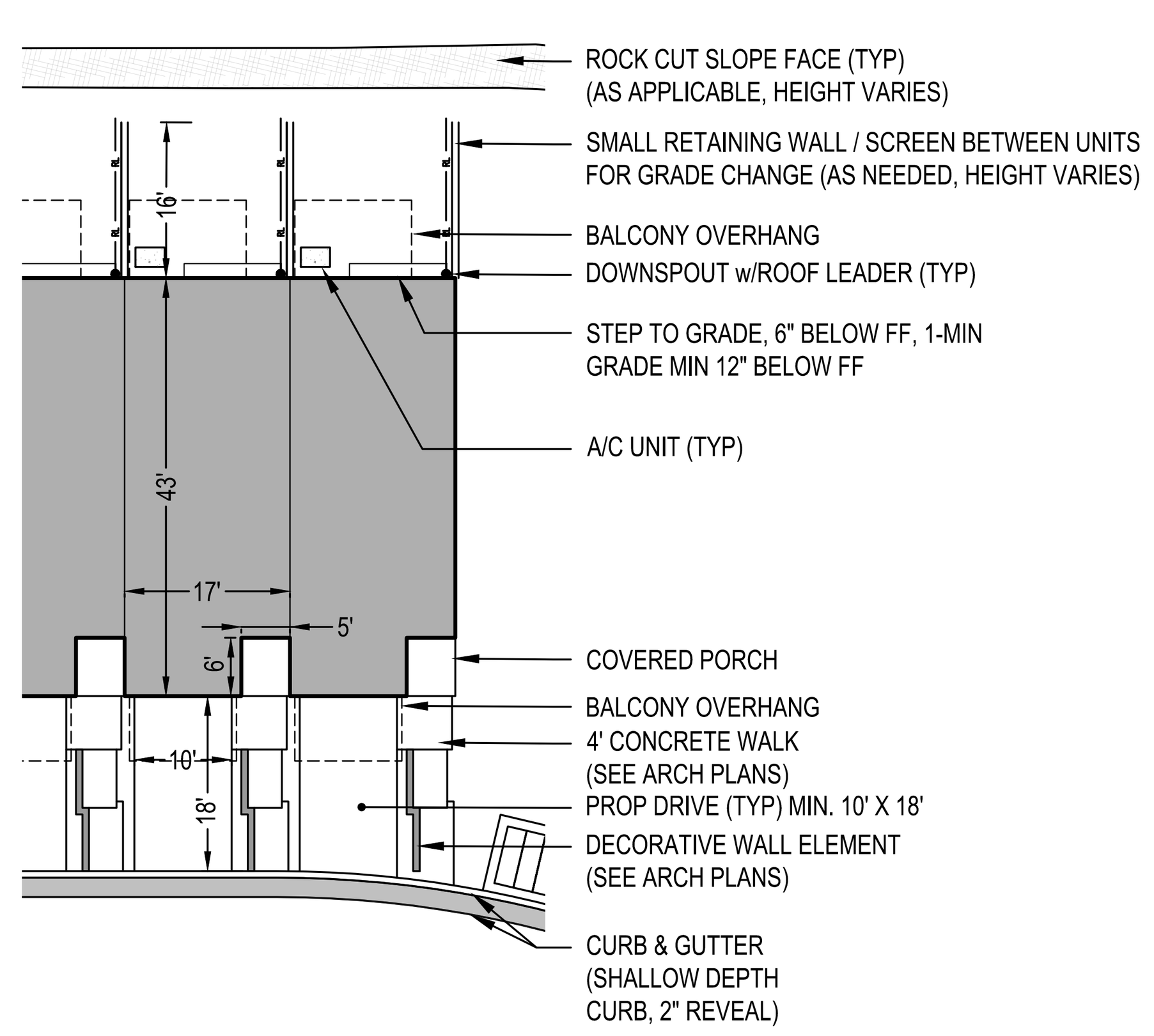
V:\HORIZ\22004 FLAGSTAFF 14\DRAWINGS\CONST DWGS\22004 COVER

LEGEND

- PROPERTY BOUNDARY
- LEGAL RIGHT-OF-WAY
- ULTIMATE RIGHT-OF-WAY
- ROAD/RIGHT-OF-WAY CENTER LINE
- EASEMENT LINE
- 100YR — APPROX. 100YR FEMA/RURAL FLOODPLAIN ZONE AE BOUNDARY
- FDWY — APPROX. FEMA FLOODWAY BOUNDARY
- FENCE LINE
- EDGE OF ASPHALT
- EDGE OF DIRT/GRAVEL
- S — EX. SANITARY SEWER MAIN
- ST — EX STORM PIPE
- E — EX. UNDERGROUND ELECTRIC SERVICE LINE
- OH — EX. OVERHEAD WIRE
- G — EX. GAS SERVICE MAIN
- T — EX TELEPHONE/COMMUNICATIONS LINE
- W — EX WATER MAIN
- 6985 — EX CONTOUR ELEVATION LINE
- 8"W — PROP 8" WATER MAIN
- 8"W — PROP 8" WATER MAIN
- L — PROP SAN LATERAL
- SS — PROP SAN SEWER MAIN
- 8"W — PROPERTY MONUMENT FOUND

SYMBOL LEGEND

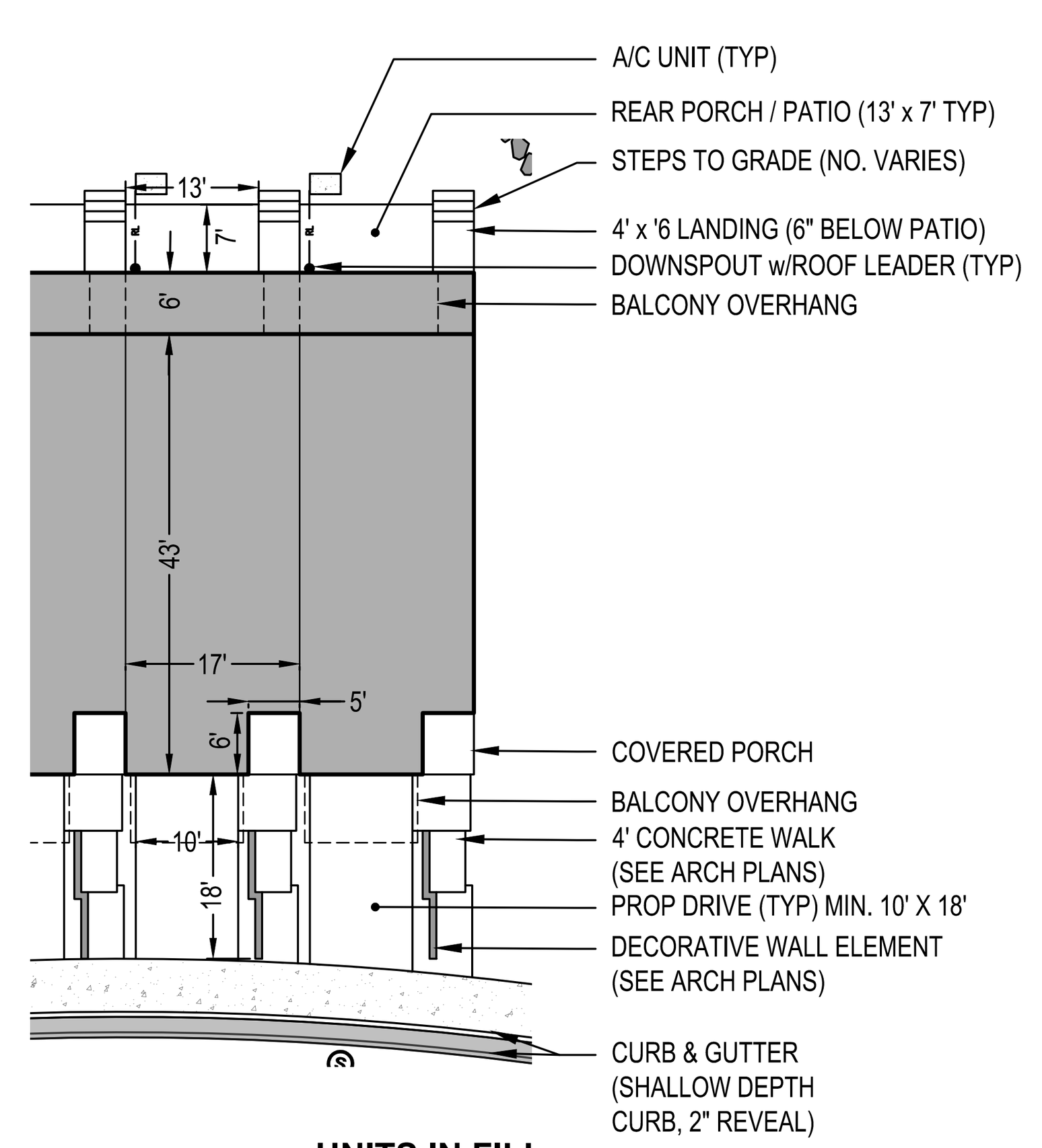
- EX. STORM CATCH BASIN / MANHOLE
- EX. WATER VALVE
- EX. FIRE HYDRANT
- EX TELECOMM BOX
- EX. SANITARY MANHOLE
- EX UTILITY POLE w/GUY ANCHOR
- EX. ELECTRIC BOX
- EX. LIGHT POLE
- EX. BOLLARD
- EX. GAS VALVE / LINE MARKER
- EX. SIGN
- EX. CONCRETE PAVEMENT
- CP9 — SURVEY CONTROL POINT
- PROPERTY CORNER
- PROPERTY MONUMENT FOUND
- PINE, OAK, DECID. — EX. TREES
- PROP FIRE HYDRANT
- PROP WATER VALVE
- PROP LIGHT POLE



UNITS IN CUT
(3-STORY / SLAB ON GRADE)

PONDEROSA UNIT

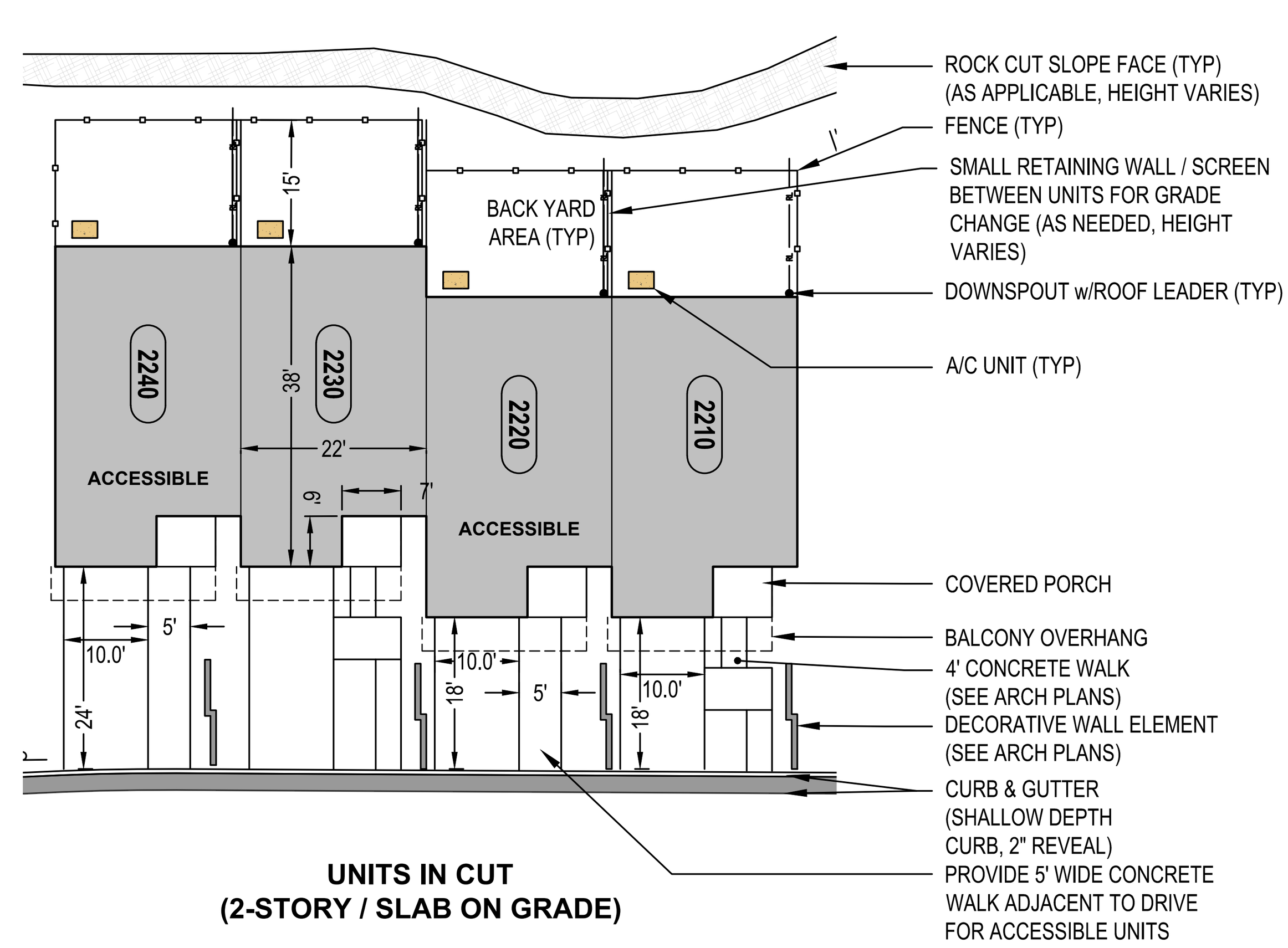
NOT TO SCALE



UNITS IN FILL
(2-STORY FRONT / 3-STORY REAR)

ASPEN UNIT

NOT TO SCALE



UNITS IN CUT
(2-STORY / SLAB ON GRADE)

JUNIPER UNIT

NOT TO SCALE

BUILDING SUMMARY

BUILDING MODEL	UNIT TYPE	Qty	FLOORS	TOTAL FLOOR AREA (SF)	BEDROOMS	BUILDING NUMBER
PONDEROSA	INTERIOR UNIT	32	3	2,226	3	10, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21, 24, 26, 28, 29
	END UNIT	30	3	2,250	3	
ASPEN	INTERIOR UNIT	9	3	2,180	2	12, 23, 25, 27
	END UNIT	8	3	2,231	3	
JUNIPER	INTERIOR UNIT	2	2	1,565	3	22
	END UNIT [ACCESSIBLE]	2	2	1,585	4	
	TOTAL	83				
CLUBHOUSE			2	5,100	N/A	N/A

Contact Arizona 811 at least two full working days before you begin excavation

ARIZONA 811 BLUE STAKE, INC.

Call 811 or click Arizona811.org

LOCATION OF EXISTING UNDERGROUND UTILITIES IS APPROXIMATE AND BASED ON OBSERVABLE SURFACE FEATURES ONLY. THE CONTRACTOR SHALL CONTACT THE ONECALL SYSTEM PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES AND DETERMINE THE EXACT LOCATION OF ALL UTILITIES. CONTRACTOR RESPONSIBLE FOR ANY AND ALL DAMAGES INCURRED BY FAILURE TO LOCATE UTILITIES.

GENERAL NOTES

1. FIRE HYDRANTS, STREET LIGHTS AND LANDSCAPING ALONG ZUNI & LONE TREE FRONTAGES WILL BE PROVIDED IN ACCORDANCE WITH CITY OF FLAGSTAFF ENGINEERING STANDARDS.
2. ALL PROPOSED DRIVE AISLES WILL BE PROVIDED WITH RED CURBING AND NO PARKING/FIRE LANE SIGNAGE.

CITY OF FLAGSTAFF - GENERAL NOTES

1. APPROVAL OF THESE PLANS BY THE CITY ENGINEER IS FOR A ONE (1) YEAR PERIOD, SUBSEQUENT TO THE DATE OF APPROVAL. IF CONSTRUCTION WORK IS NOT STARTED WITHIN THE ONE (1) YEAR PERIOD, OR HAS BEEN DISCONTINUED FOR ANY REASON FOR LONGER THAN ONE (1) YEAR, THE PLANS SHALL BE RESUBMITTED FOR REVIEW AND RE-APPROVAL.
2. PLAN REVIEW BY THE CITY DOES NOT EXTEND TO MATERIAL QUANTITIES SHOWN ON THE PLANS.
3. A PUBLIC WORKS PERMIT, ISSUED BY THE CITY, IS REQUIRED FOR ALL WORK IN CITY RIGHTS-OF-WAY OR EASEMENTS AND FOR CONSTRUCTION OF ANY IMPROVEMENTS INTENDED TO BECOME PUBLIC PROPERTY.
4. THE CITY SHALL BE NOTIFIED TWENTY-FOUR (24) HOURS PRIOR TO BEGINNING DIFFERENT PHASES OF CONSTRUCTION SO THAT CITY INSPECTORS MAY BE SCHEDULED.
5. ALL MATERIALS AND WORKMANSHIP SHALL COMPLY WITH TITLE 13, ENGINEERING DESIGN STANDARDS AND SPECIFICATIONS FOR NEW INFRASTRUCTURE, CURRENT "MAG UNIFORM STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION," THE CITY OF FLAGSTAFF STORMWATER DESIGN MANUAL, AND WITH GENERALLY ACCEPTED ENGINEERING DESIGN AND CONSTRUCTION PRACTICE. ALL WORK AND MATERIALS, WHICH DO NOT CONFORM TO THE STANDARDS AND SPECIFICATIONS, ARE SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR IS RESPONSIBLE FOR REVIEWING CHAPTER 13-21, WHICH MAKES MINOR MODIFICATIONS TO CERTAIN MAG SPECIFICATIONS AND DETAILS.
6. ANY WORK PERFORMED WITHOUT THE KNOWLEDGE AND APPROVAL OF THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE IS SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
7. THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE MAY SUSPEND THE WORK BY WRITTEN NOTICE WHEN, IN HIS JUDGMENT, PROGRESS IS UNSATISFACTORY, WORK BEING DONE IS UNAUTHORIZED OR DEFECTIVE, WEATHER CONDITIONS ARE UNSUITABLE, OR THERE IS DANGER TO THE PUBLIC HEALTH OR SAFETY.
8. THE CITY ENGINEER MAY ORDER ANY OR ALL MATERIALS USED IN THE WORK TO BE TESTED ACCORDING TO THE AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO) AND THE AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) STANDARDS. THE CONTRACTOR SHALL, AT HIS EXPENSE, SUPPLY ALL SAMPLES REQUIRED FOR TESTING.
9. ACCESS THAT MEETS SECTION 13-13-004-0001, FIRE ACCESS, SHALL BE IN PLACE AND APPROVED BEFORE AND AT ALL TIMES DURING ON-SITE COMBUSTIBLE CONSTRUCTION AND/OR PRIOR TO ISSUANCE OF BUILDING PERMITS IN NEW SUBDIVISIONS. FIRE DEPARTMENT AND ENGINEERING SECTION APPROVAL IS REQUIRED FOR OBSTRUCTION OF ACCESS OR WATER SYSTEM SHUTDOWN.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE STREETS AND OF PARTIALLY COMPLETED PORTIONS OF THE WORK UNTIL FINAL ACCEPTANCE OF THE WORK. THE CONTRACTOR SHALL SUBMIT TO THE CITY ENGINEER FOR APPROVAL A CONSTRUCTION SCHEDULE FOR ANY STREETS REQUIRED TO BE CLOSED OR PARTIALLY CLOSED FOR THE CONSTRUCTION ACTIVITY. THE CONTRACTOR SHALL REOPEN THE STREETS NO LATER THAN THE OPENING DATE SHOWN ON THE CONSTRUCTION SCHEDULE OR UPON ORDER OF THE CITY ENGINEER. THE REGULATION AND CONTROL OF CONSTRUCTION TRAFFIC SHALL BE AS DIRECTED BY THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE.
11. APPROVAL OF A PORTION OF THE WORK IN PROGRESS DOES NOT GUARANTEE ITS FINAL ACCEPTANCE. TESTING AND EVALUATION MAY CONTINUE UNTIL WRITTEN FINAL ACCEPTANCE OF A COMPLETE WORKABLE UNIT. ANY DEFECTS WHICH APPEAR IN THE WORK WITHIN ONE (1) YEAR FROM THE DATE OF ACCEPTANCE AND WHICH ARE DUE TO IMPROPER WORKMANSHIP OR INFERIOR MATERIALS SUPPLIED SHALL BE CORRECTED BY OR AT THE EXPENSE OF THE OWNER/DEVELOPER OR THE CONTRACTOR.
12. ACCEPTANCE OF COMPLETED PUBLIC IMPROVEMENTS WILL NOT BE GIVEN UNTIL DEFECTIVE OR UNAUTHORIZED WORK IS REMOVED, AND FINAL CLEAN-UP IS COMPLETE.
13. LOCATION OF UNDERGROUND UTILITIES BEFORE WORK IS BEGUN IS TO BE ACCOMPLISHED IN ACCORDANCE WITH A.R.S. SECTION 40-360.22.
14. IF WORK IS DONE ON PRIVATE PROPERTY IN RELATION TO A PROJECT CONSTRUCTED UNDER THESE STANDARDS, THE CONTRACTOR WILL PROVIDE THE CITY WITH WRITTEN AUTHORIZATION FROM THE PROPERTY OWNER TO DO SO.
15. THE ESTABLISHMENT AND USE OF TEMPORARY CONSTRUCTION YARDS SHALL CONFORM TO THE CURRENT CITY ZONING CODE STANDARDS FOR TEMPORARY USES.
16. ALL EXCAVATED MATERIAL SHALL BE DISPOSED OF IN ACCORDANCE WITH APPLICABLE CITY CODES AND REGULATIONS. THE CONTRACTOR SHALL OBTAIN ALL REQUIRED CITY APPROVALS AND PERMITS AS DEEMED NECESSARY BY THE CITY TO DISPOSE OF EXCAVATED MATERIAL.
17. ALL CONSTRUCTION STAKING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/DEVELOPER AND PERFORMED UNDER THE DIRECT SUPERVISION OF A REGISTERED LAND SURVEYOR OR CIVIL ENGINEER.
18. ALL TRAFFIC SIGN SHEETING SHALL BE TYPE VIII AS DESIGNED BY ASTM D4956-07E1 STANDARD SPECIFICATIONS FOR RETROREFLECTIVE SHEETING FOR TRAFFIC CONTROL, UNLESS SPECIFIED OTHERWISE ON THE CONSTRUCTION PLANS.
19. WHEN THE CONSTRUCTION PLANS SPECIFY GRAFFITI CONTROL ON BRIDGES OR OTHER STRUCTURES, THE CONTRACTOR SHALL SEAL THE STRUCTURE FIRST USING MONOCHEM AQUASEAL ME 12 AND THEN APPLY MONOCHEM PERMASHIELD, SACRIFICIAL GRAFFITI CONTROL SYSTEM (OR APPROVED EQUAL).
20. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE STABILIZED AND RESEEDED IN ACCORDANCE WITH CHAPTER 13-17. IN THE EVENT THAT THE CONSTRUCTION ACTIVITY DISTURBS MORE THAN ONE (1) ACRE, A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) SHALL BE PREPARED IN ORDER TO OBTAIN A CONSTRUCTION GENERAL PERMIT FROM ADEQ. (ORD. 2017-22, REP&REEN, 07/05/2017)

PARKING REQUIREMENTS

USE	REQUIREMENT [1]	PARKING REQUIRED UNITS	PARKING REQUIRED PARKING
REQUIRED PARKING CALCULATION			
SINGLE FAMILY (ATTACHED)			
STANDARD UNITS (2 - 3 BEDROOMS)	2.00 SPACES PER UNIT	81	162.00
STANDARD UNITS (4 BEDROOMS)	2.50 SPACES PER UNIT	2	5.00
GUEST PARKING	0.25 SPACES PER UNIT	83	20.75
	TOTAL PARKING REQUIRED	TOTAL	187.75
		USE	188
PARKING PROVIDED			
GARAGE SPACE (1 PER UNIT, EXCL ADA UNITS)		81	
DRIVEWAY SPACE		83	
ADDITIONAL SPACES		22	
ADA SITE SPACES		3	
	TOTAL PARKING PROVIDED	189	
REQUIRED BICYCLE PARKING			
5% OF TOTAL REQUIRED PARKING SPACES		188	9.4
	TOTAL BICYCLE PARKING REQUIRED	USE	10
	BICYCLE PARKING PROVIDED		12

1) PER TABLE 10-50.80.040.A
2) THE PROJECT WILL PROVIDE AN AFFORDABLE HOUSING CONTRIBUTION TO THE CITY FOR THE EQUIVALENT OF 10 SITE UNITS.

REVISIONS

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1	11-16-2023	REVISED PER CITY REVIEW LETTER DATED 9-20-2023	MDT
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Registered Professional Engineer (Civil) CERTIFICATE NO. 77934 ERIC S. BEALS DATE SIGNED 5/02/24 ARIZONA, U.S.A.

Eric Beals

ViewPoint Engineering
2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702
FIRM No. F-23395
viewpointengineering.com

DWN BY: M TOTH
CHK BY: E BEALS

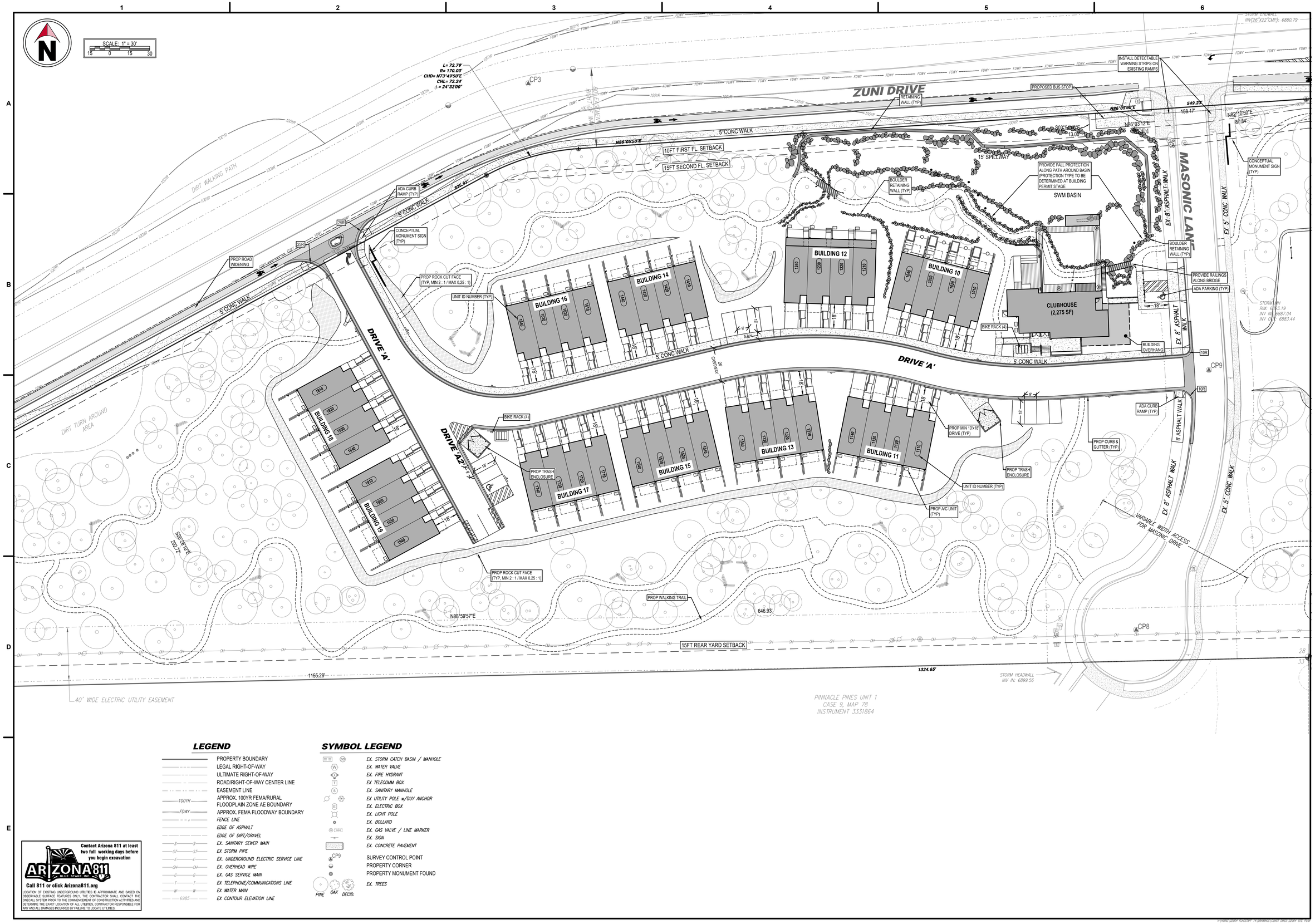
PROJECT: **PINEHAVEN** RESIDENTIAL LAND DEVELOPMENT
2951 S. MASONIC LANE
COCONINO COUNTY, ARIZONA

APPLICANT: **RODG DT FLAGSTAFF PROP CO LLC**
2121 E. 6TH STREET, SUITE 203, AUSTIN, TEXAS 78702

TITLE: **SITE PLAN REVIEW**
OVERALL SITE PLAN

PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID **C100** REV **4**

V:\HORIZ\22004 FLAGSTAFF 14\DRAWINGS\CONST DWGS\22004 SITE PLAN



LEGEND

- PROPERTY BOUNDARY
- LEGAL RIGHT-OF-WAY
- ULTIMATE RIGHT-OF-WAY
- ROAD/RIGHT-OF-WAY CENTER LINE
- EASEMENT LINE
- 100YR — APPROX. 100YR FEMA/RURAL FLOODPLAIN ZONE AE BOUNDARY
- FDWY — APPROX. FEMA FLOODWAY BOUNDARY
- FENCE LINE
- EDGE OF ASPHALT
- EDGE OF DIRT/GRAVEL
- S — S — EX. SANITARY SEWER MAIN
- ST — ST — EX STORM PIPE
- E — E — EX. UNDERGROUND ELECTRIC SERVICE LINE
- OH — OH — EX. OVERHEAD WIRE
- G — G — EX. GAS SERVICE MAIN
- T — T — EX TELEPHONE/COMMUNICATIONS LINE
- W — W — EX WATER MAIN
- 6985 — EX CONTOUR ELEVATION LINE

SYMBOL LEGEND

- EX. STORM CATCH BASIN / MANHOLE
- EX. WATER VALVE
- EX. FIRE HYDRANT
- EX TELECOMM BOX
- EX. SANITARY MANHOLE
- EX UTILITY POLE w/GUY ANCHOR
- EX. ELECTRIC BOX
- EX. LIGHT POLE
- EX. BOLLARD
- EX. GAS VALVE / LINE MARKER
- EX. SIGN
- EX. CONCRETE PAVEMENT
- CP9 — SURVEY CONTROL POINT
- PROPERTY CORNER
- PROPERTY MONUMENT FOUND
- EX. TREES (PINE, OAK, DECID.)

Contact Arizona 811 at least two full working days before you begin excavation

ARIZONA811 BLUE STAKE, INC.

Call 811 or click Arizona811.org

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ViewPoint Engineering
2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702
FIRM No. F-23395
viewpointengineering.com

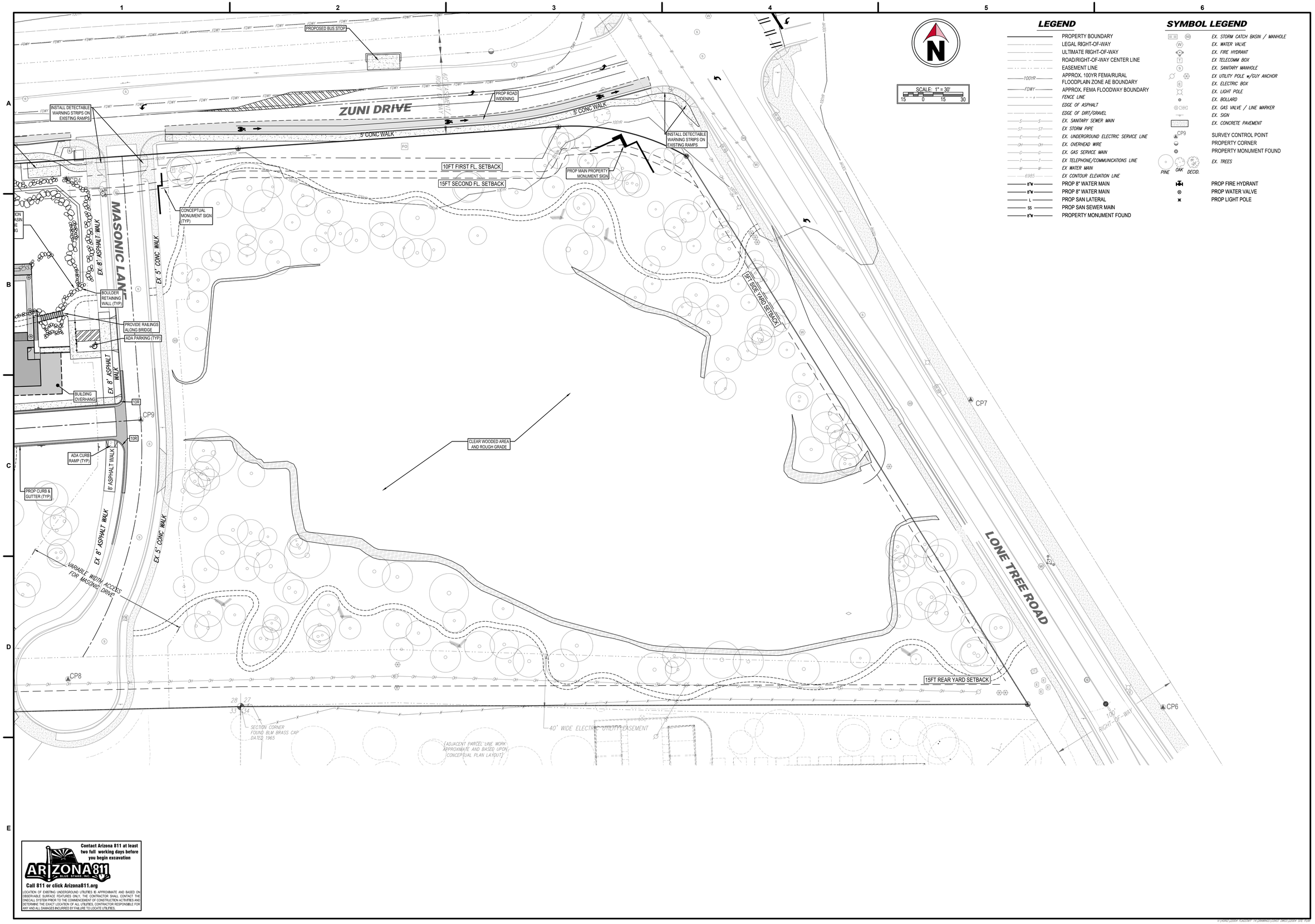
DWN BY: M TOTH
CHK BY: E BEALS

PROJECT: PINEHAVEN
RESIDENTIAL LAND DEVELOPMENT
2651 S. MASONIC LANE
COCONINO COUNTY, ARIZONA

APPLICANT: RODG DT FLAGSTAFF PROP CO LLC
2121 E. 6TH STREET, SUITE 203, AUSTIN, TEXAS 78702

TITLE: SITE PLAN REVIEW
PHASE 1 SITE PLAN (1 OF 2)

PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID C101
REV 4
SHEET 4 of 46



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- OH — OH — EX. OVERHEAD WIRE
- G — G — EX. GAS SERVICE MAIN
- T — T — EX TELEPHONE/COMMUNICATIONS LINE
- W — W — EX WATER MAIN
- 6985 — EX CONTOUR ELEVATION LINE
- 8"W — PROP 8" WATER MAIN
- 8"W — PROP 8" WATER MAIN
- L — PROP SAN LATERAL
- SS — PROP SAN SEWER MAIN
- 8"W — PROPERTY MONUMENT FOUND

SYMBOL LEGEND

- EX. STORM CATCH BASIN / MANHOLE
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- PROPERTY CORNER
- PROPERTY MONUMENT FOUND
- PINE / OAK / DECID. — EX. TREES
- PROP FIRE HYDRANT
- PROP WATER VALVE
- PROP LIGHT POLE

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ViewPoint Engineering
2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702
FIRM No. F-23395
viewpointengineering.com

DWN BY: M TOTH
CHK BY: E BEALS

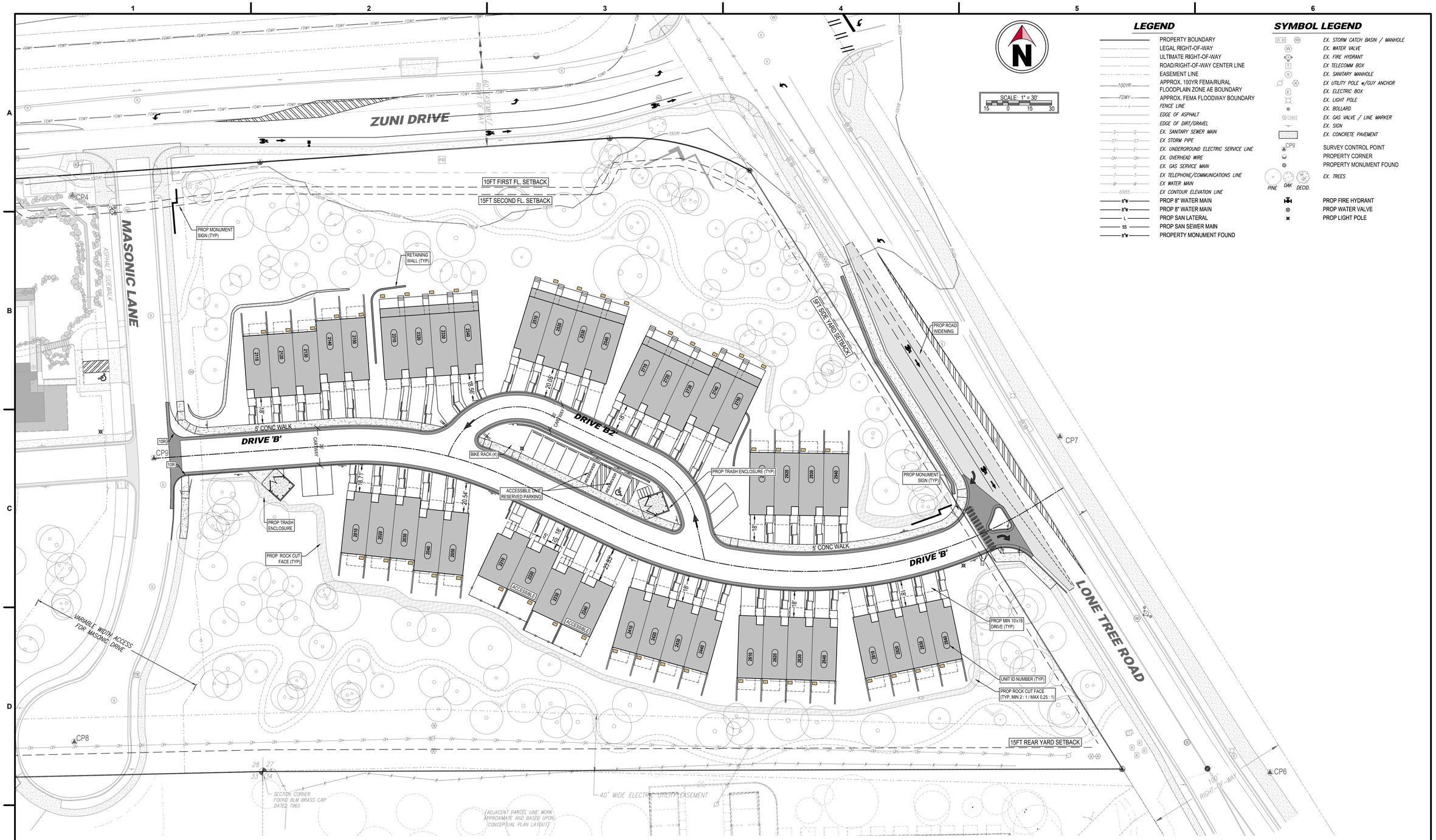
PROJECT: **PINEHAVEN**
RESIDENTIAL LAND DEVELOPMENT
2955 S. MASONIC LANE
COCONINO COUNTY, ARIZONA

APPLICANT: **RODG DT FLAGSTAFF PROP CO LLC**
2121 E 6TH STREET, SUITE 203, AUSTIN, TEXAS 78702

TITLE: **SITE PLAN REVIEW**
PHASE 1 SITE PLAN (2 OF 2)

PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID C102
REV 4

V:\WORK\22004 FLAGSTAFF 1\PLANNING\CIVIL DWG\22004 SITE PLAN



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- PROPERTY CORNER
- PROPERTY MONUMENT FOUND
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Registered Professional Engineer, (Civil)
CERTIFICATE NO.
77934
ERIC S. BEALS
DATE SIGNED
5/02/24
ARIZONA, U.S.A.

ViewPoint Engineering
2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702
FIRM No. F-23395
viewpointengineering.com

DWN BY: M TOTH
CHK BY: E BEALS

PROJECT: **PINEHAVEN**
RESIDENTIAL LAND DEVELOPMENT
2955 S MASONIC LANE
COCONINO COUNTY, ARIZONA

APPLICANT: **RODG DT FLAGSTAFF PROP CO LLC**
2121 E. 6TH STREET, SUITE 203, AUSTIN, TEXAS 78702

TITLE: **SITE PLAN REVIEW**
PHASE 2 SITE PLAN

PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID C103
REV 4
SHEET 6 of 46

LEGEND

- PROPERTY BOUNDARY
- LEGAL RIGHT-OF-WAY
- ULTIMATE RIGHT-OF-WAY
- ROAD/RIGHT-OF-WAY CENTER LINE
- EASEMENT LINE
- 100YR — APPROX. 100YR FEMA/RURAL FLOODPLAIN ZONE AE BOUNDARY
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SYMBOL LEGEND

- SD — EX. STORM CATCH BASIN / MANHOLE
- W — EX. WATER VALVE
- EX. FIRE HYDRANT
- T — EX TELECOMM BOX
- S — EX. SANITARY MANHOLE
- EX UTILITY POLE w/GUY ANCHOR
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- EX. LIGHT POLE
- EX. BOLLARD
- GAS — EX. GAS VALVE / LINE MARKER
- EX. SIGN
- EX. CONCRETE PAVEMENT
- CP9 — SURVEY CONTROL POINT
- PROPERTY CORNER
- PROPERTY MONUMENT FOUND
- PINE OAK DECID. — EX. TREES

ARIZONA BOARD OF REGENTS FOR NORTHERN ARIZONA UNIVERSITY DOCKET 346, PAGE 741

PROPOSED RIGHT-OF-WAY DEDICATION (5,385 SF, 0.123AC)

SCALE: 1" = 60'

ZUNI DRIVE

L= 72.79'
R= 170.00'
CHD= N73°49'50"E
CHL= 72.24'
Δ = 24°32'00"

N86°05'50"E 825.31'

PUBLIC UTILITY EASEMENT (0.93 AC)

CIVIC OPEN SPACE (~39,450 SF / 0.90 AC)
[EIGHT (8) FOOT WIDE EASEMENT CENTERED ON FOUR (4) FOOT WIDE TRAIL, ~4,950 L.F.]

PUBLIC USE TRAIL (TYP.)

MASONIC LANE

VARIABLE WIDTH ACCESS FOR MASONIC DRIVE

L= 100.42'
R= 170.00'
CHD= S76°58'52"E
CHL= 98.96'
Δ = 33°50'37"

S03°54'10"E 13.00'
N86°03'12"E 76.54'
549.23'
158.17'
N82°10'50"E 87.84'
N86°05'50"E
N83°37'22"E
241.66'
S89°52'04"E 228.63'
N28°39'08"E 26.80'
S71°53'01"E

100' RIGHT-OF-WAY

LONE TREE ROAD

COMMON OPEN SPACE EASEMENT (2.01 AC)

S28°26'10"E 201.72'
490.00'
N61°33'50"E
S88°40'33"W 21.07'
N88°42'41"E 1155.28'
N88°59'57"E 646.93'
S02°35'46"E 39.94'
S89°49'33"W 1324.65'
592.89'
486.39'

R= 321.00'
L= 182.59'
R= 279.00'
L= 158.71'
R= 279.00'
L= 86.20'
R= 315.00'
L= 144.36'
R= 285.00'
L= 68.10'
R= 315.00'
L= 20.46'
R= 315.00'
L= 40.58'
R= 115.00'
R= 271.00'
L= 69.74'
L= 121.10'
R= 235.00'
R= 279.00'
L= 158.54'
L= 270.73'
R= 316.00'

N76°36'54"E 148.31'
N76°36'54"E 149.31'
N85°54'52"E
S13°32'57"W 7.08'
S76°27'03"E 20.00'
S13°32'57"W 5.88'
N13°32'57"E 7.08'
N61°33'57"E 20.56'
N61°33'53"E 28.00'
S71°54'26"W 17.39'
S84°33'56"E 78.54'
S84°33'56"E 78.72'
N12°37'48"W 3.13'
N76°57'13"W 16.57'
N09°49'22"E 7.65'

VARIABLE WIDTH ACCESS FOR MASONIC DRIVE

40' WIDE ELECTRIC UTILITY EASEMENT

[ADJACENT PARCEL LINE WORK APPROXIMATE AND BASED UPON CONCEPTUAL PLAN LAYOUT]

ARIZONA BOARD OF REGENTS FOR NORTHERN ARIZONA UNIVERSITY DOCKET 346, PAGE 741

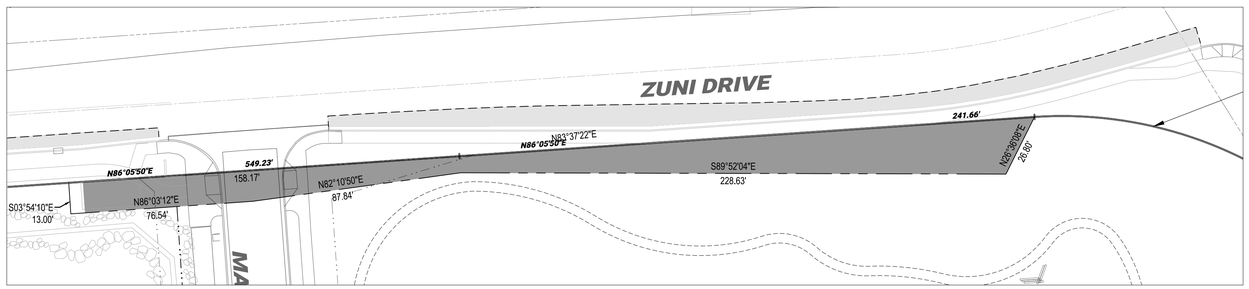
PINNACLE PINES UNIT 1 CASE 9, MAP 78 INSTRUMENT 3331864

PINNACLE PINES UNIT 1 CASE 9, MAP 78 INSTRUMENT 3331864

40' WIDE ELECTRIC UTILITY EASEMENT

TRACT 22 THE ESTATES AT PINE CANYON UNIT ONE CASE 8, MAP 92

NOTE: RIGHT-OF-WAY AND EASEMENT DIMENSIONS SHALL BE FINALIZED DURING CIVIL PLAN REVIEW



D1 ZUNI DRIVE RIGHT-OF-WAY DEDICATION

SCALE: 1" = 30'

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DWN BY: M TOTH
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RESIDENTIAL LAND DEVELOPMENT
2655 S. MASONIC LANE
COCONINO COUNTY, ARIZONA

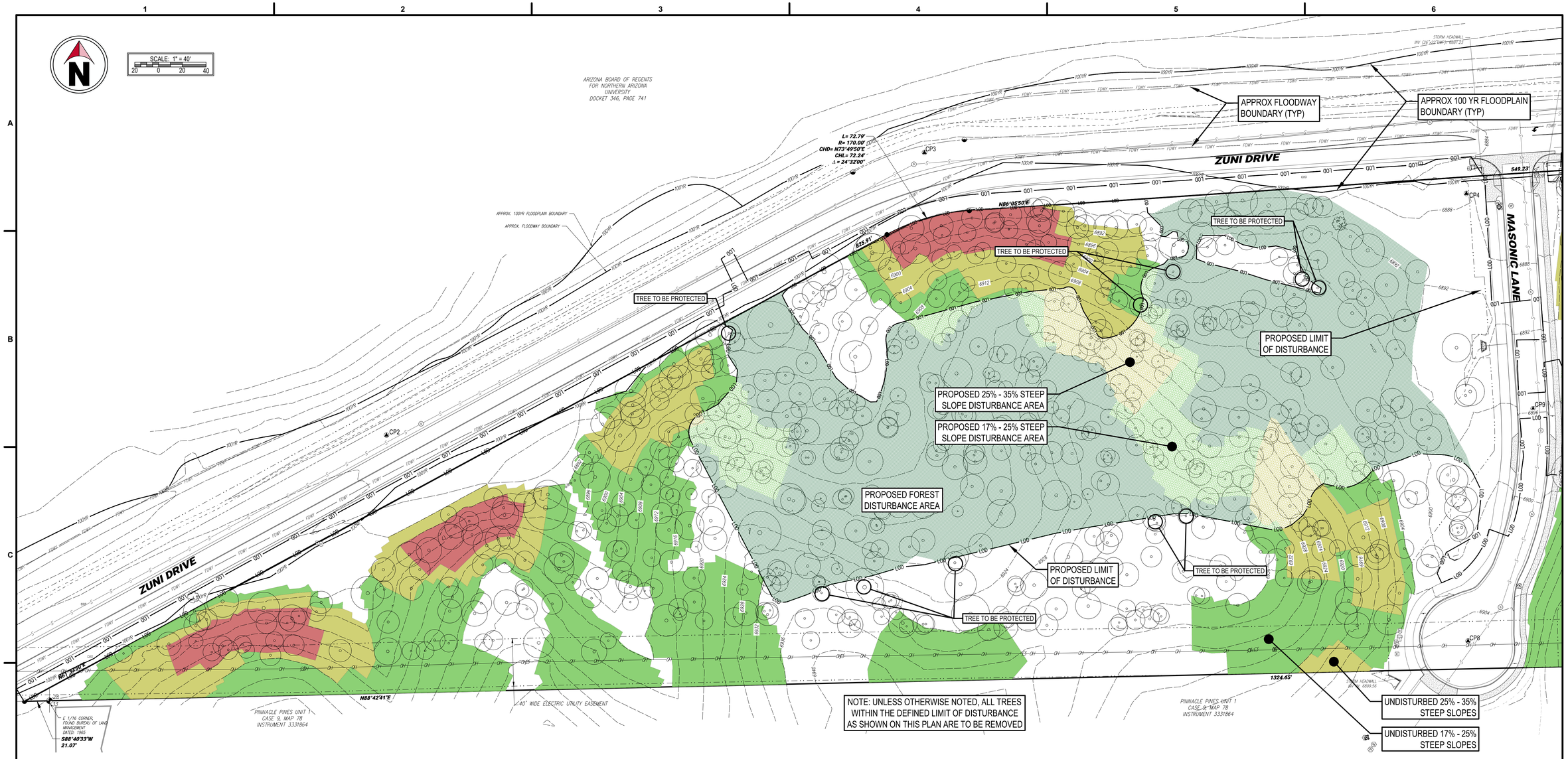
APPLICANT: **RODG DT FLAGSTAFF PROP CO LLC**
2121 E 6TH STREET, SUITE 205, AUSTIN, TEXAS 78702

TITLE: **SITE PLAN REVIEW**
EASEMENT PLAN

PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID C105 REV 4

SHEET 7 of 46

R:\PROJECTS\22004 PEAKS\SHEET FILES\DRAWINGS\CURRENT DWGS\22004 SITE PLAN



HATCH LEGEND

UNDISTURBED STEEP SLOPES
- SLOPES >35%
- SLOPES 25% - 35%
- SLOPES 17% - 25%

DISTURBED AREAS
- SLOPES >35%
- SLOPES 25% - 35%
- SLOPES 17% - 25%
- WOODLAND AREAS

LEGEND

- PROPERTY BOUNDARY
- LEGAL RIGHT-OF-WAY
- ULTIMATE RIGHT-OF-WAY
- ROAD/RIGHT-OF-WAY CENTER LINE
- EASEMENT LINE
- APPROX. 100YR FEMA/RURAL FLOODPLAIN ZONE AE BOUNDARY
- APPROX. FEMA FLOODWAY BOUNDARY
- *FENCE LINE*
- *EDGE OF ASPHALT*
- *EDGE OF DIRT/GRAVEL*
- *EX. SANITARY SEWER MAIN*
- *EX STORM PIPE*
- *EX. UNDERGROUND ELECTRIC SERVICE LINE*
- *EX. OVERHEAD WIRE*
- *EX. GAS SERVICE MAIN*
- *EX. TELEPHONE/COMMUNICATIONS LINE*
- *EX. WATER MAIN*
- *EX. CONTOUR ELEVATION LINE*

SYMBOL LEGEND

- *EX. STORM CATCH BASIN / MANHOLE*
- *EX. WATER VALVE*
- *EX. FIRE HYDRANT*
- *EX. TELECOMM BOX*
- *EX. SANITARY MANHOLE*
- *EX. UTILITY POLE w/GUY ANCHOR*
- *EX. ELECTRIC BOX*
- *EX. LIGHT POLE*
- *EX. BOLLARD*
- *EX. GAS VALVE / LINE MARKER*
- *EX. SIGN*
- *EX. CONCRETE PAVEMENT*
- SURVEY CONTROL POINT
- PROPERTY CORNER
- PROPERTY MONUMENT FOUND
- *EX. TREES* (PINE, OAK, DECID.)

RESOURCE PROTECTION LAND

RESOURCE	TOTAL RESOURCE PROTECTION LAND (SF)	AREA IN A MORE RESTRICTIVE RESOURCE (SF)	NET RESOURCE PROTECTION AREA (SF)	REQ. RESOURCE PROTECTION (%)	ADJUSTED REQ. RESOURCE PROTECTION [2] (%)	ALLOWED DISTURBANCE AREA (SF)	PROPOPSED DISTURBANCE (SF / %)		PROPOSED PROTECTION (%)
FLOODPLAIN	147,602	0	147,602	100%	100%	0	0	0.0%	100.0%
STEEP SLOPES									
>35%	13,072	1,012	12,060	100%	100%	0	0	0.0%	100.0%
25% - 34.99%	56,355	0	56,355	80%	80%	11,271	9,948	17.7%	82.3%
17% - 24.99%	134,233	0	134,233	70%	70%	40,270	34,468	25.7%	74.3%
FOREST	423,852	154,857	268,995	50%	32.5% [2]	181,572	178,535	66.4%	33.6%

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2) AFFORDABLE HOUSING REDUCTION: THE PROJECT IS PROPOSING A FEE IN LIEU FOR THE EQUIVALENT OF 10 AFFORDABLE UNITS OUT OF 83 TOTAL UNITS (10 / 83 = 12.04 %). THE PROJECT IS A CATEGORY 1 PROJECT, THEREFORE IN ACCORDANCE WITH TABLE 10-30.20.040.B, A RESOURCE REDUCTION OF 35% HAS BEEN APPLIED TO THE PROTECTION REQUIREMENTS INDICATED. [50% x (1 - 35%)]

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811 BLUE STAKE, INC.
Call 811 or click Arizona811.org
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REVISIONS

REV	DATE	DESCRIPTION	INIT
1	11-15-2023	REVISED PER CITY REVIEW LETTER DATED 9-20-2023	MDT
2	01-15-2024	REVISED PER CITY REVIEW LETTER DATED 12-18-2023	MDT
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4	05-02-2024	REVISED PER CITY REVIEW LETTER DATED 4-9-2024	MDT

Registered Professional Engineer, (Civil)
CERTIFICATE NO.
77934
ERIC S. BEALS
5/02/24
DATE SIGNED
ARIZONA, U.S.A.

ViewPoint Engineering
2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702
FIRM No. F-23395
viewpointengineering.com

DWN BY: M TOTH
CHK BY: E BEALS

PROJECT: **PINEHAVEN**
RESIDENTIAL LAND DEVELOPMENT
2551 S MASONIC LANE
COCONINO COUNTY, ARIZONA

APPLICANT: **RODG DT FLAGSTAFF PROP CO LLC**
2121 E 6th STREET, SUITE 203, AUSTIN, TEXAS 78702

TITLE: **SITE PLAN REVIEW**
NATURAL RESOURCES PLAN (1 OF 2)

PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID C201
REV 4
SHEET 8 of 46



HATCH LEGEND

- UNDISTURBED STEEP SLOPES
  - SLOPES >35%
  - SLOPES 25% - 35%
  - SLOPES 17% - 25%
- DISTURBED AREAS
  - SLOPES >35%
  - SLOPES 25% - 35%
  - SLOPES 17% - 25%
  - WOODLAND AREAS

LEGEND

- PROPERTY BOUNDARY
- LEGAL RIGHT-OF-WAY
- ULTIMATE RIGHT-OF-WAY
- ROAD/RIGHT-OF-WAY CENTER LINE
- EASEMENT LINE
- 100YR — APPROX. 100YR FEMA/RURAL FLOODPLAIN ZONE AE BOUNDARY
- FDWY — APPROX. FEMA FLOODWAY BOUNDARY
- *FENCE LINE*
- *EDGE OF ASPHALT*
- *EDGE OF DIRT/GRAVEL*
- *EX. SANITARY SEWER MAIN*
- *EX STORM PIPE*
- *EX. UNDERGROUND ELECTRIC SERVICE LINE*
- *EX. OVERHEAD WIRE*
- *EX. GAS SERVICE MAIN*
- *EX TELEPHONE/COMMUNICATIONS LINE*
- *EX WATER MAIN*
- 6985 — *EX CONTOUR ELEVATION LINE*

SYMBOL LEGEND

- *EX. STORM CATCH BASIN / MANHOLE*
- *EX. WATER VALVE*
- *EX. FIRE HYDRANT*
- *EX. TELECOMM BOX*
- *EX. SANITARY MANHOLE*
- *EX. UTILITY POLE w/GUY ANCHOR*
- *EX. ELECTRIC BOX*
- *EX. LIGHT POLE*
- *EX. BOLLARD*
- *EX. GAS VALVE / LINE MARKER*
- *EX. SIGN*
- *EX. CONCRETE PAVEMENT*
- CP9 — SURVEY CONTROL POINT
- PROPERTY CORNER
- PROPERTY MONUMENT FOUND
- *EX. TREES*
  - PINE
  - OAK
  - DECID.

RESOURCE PROTECTION LAND

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Registered Professional Engineer (Civil) CERTIFICATE NO. 77934 ERIC S. BEALS 5/02/24 DATE SIGNED ARIZONA, U.S.A.

ViewPoint Engineering
2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702
FIRM No. F-23395
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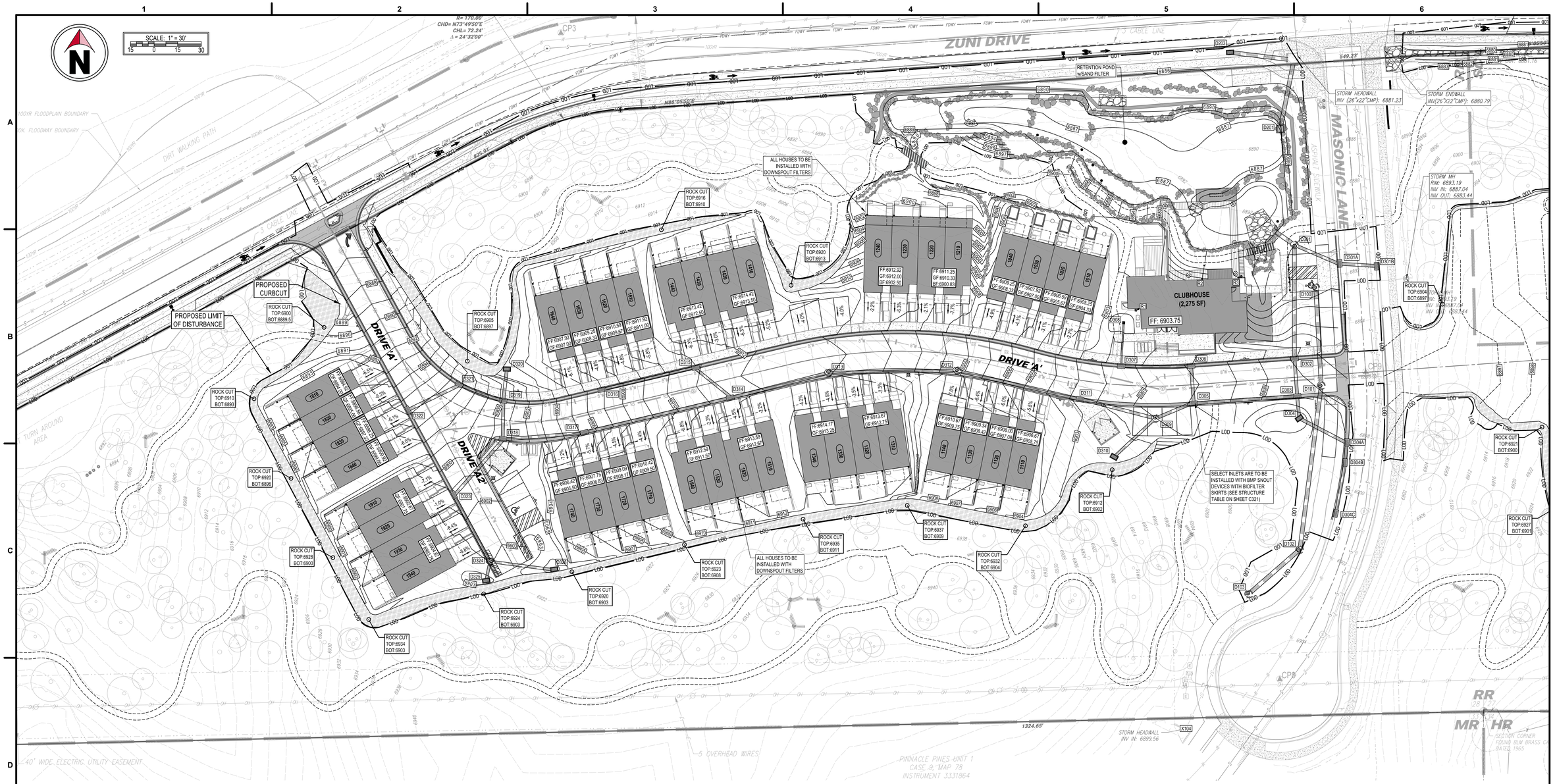
DWN BY: M TOTH
CHK BY: E BEALS

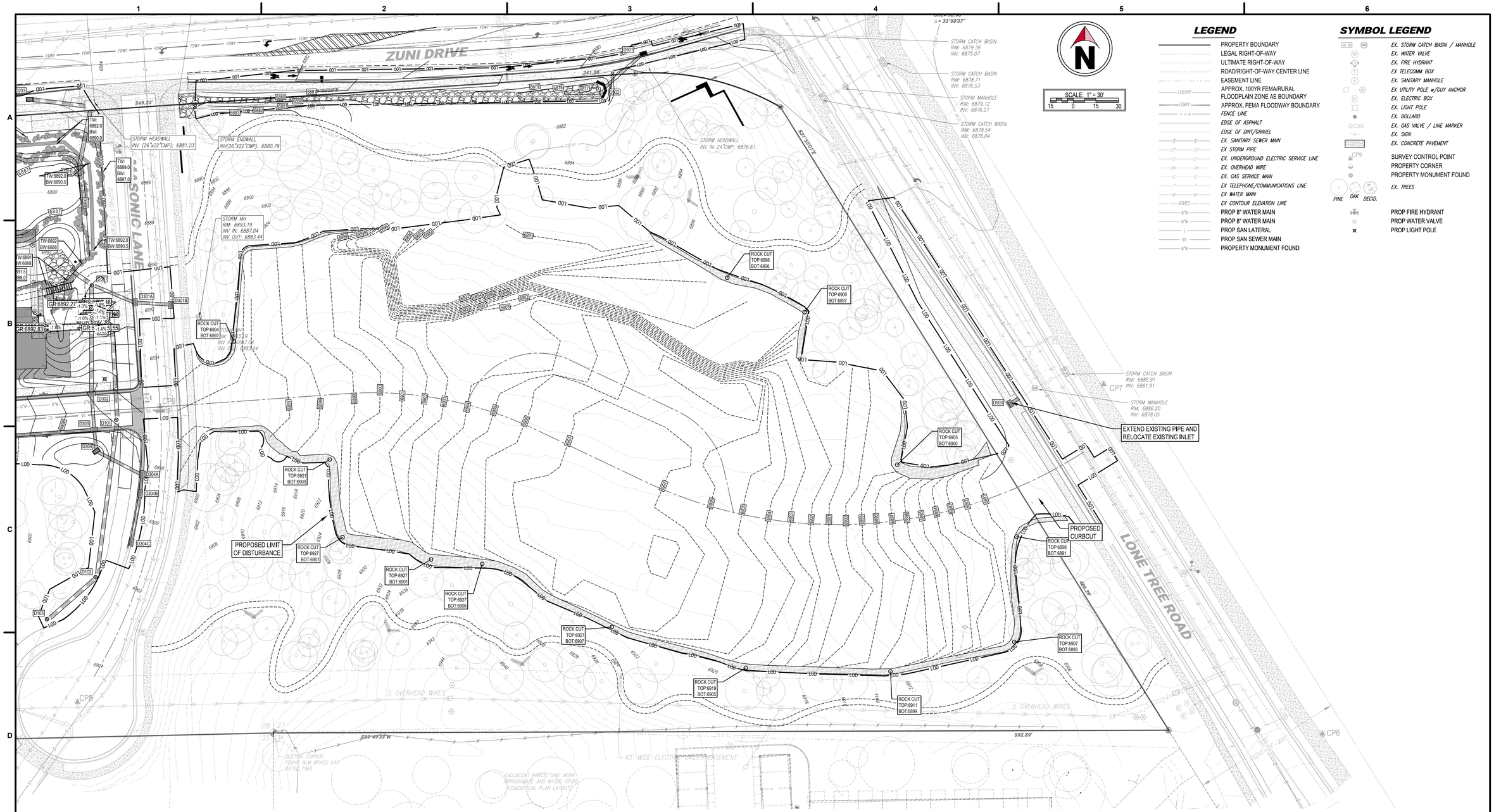
PROJECT: PINEHAVEN
RESIDENTIAL LAND DEVELOPMENT
2955 MASONIC LANE
COCONINO COUNTY, ARIZONA

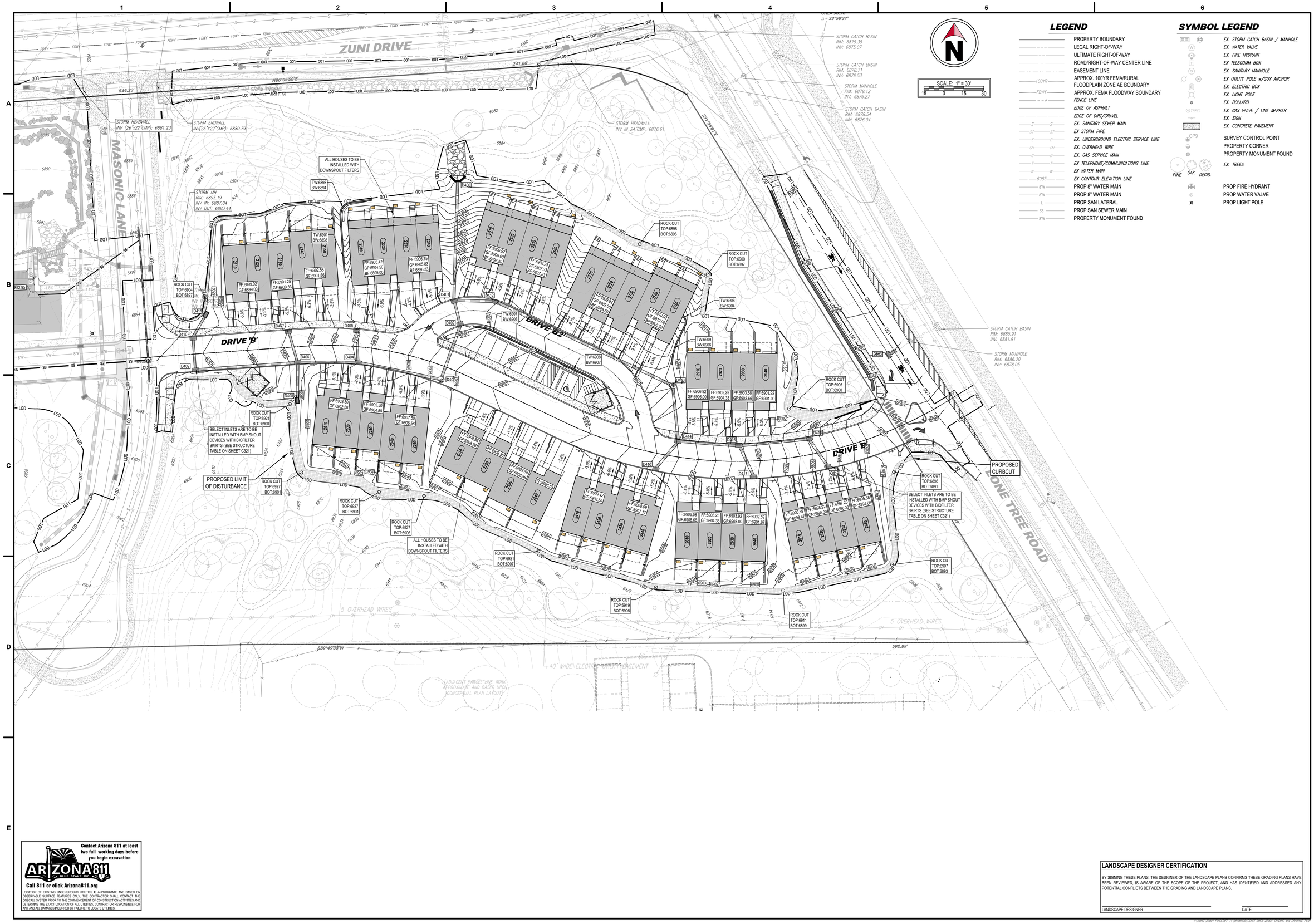
APPLICANT: RODG DT FLAGSTAFF PROP CO LLC
2121 E. 6TH STREET, SUITE 203, AUSTIN, TEXAS 78702

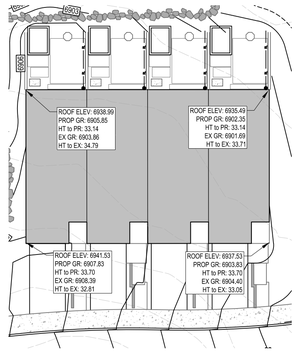
TITLE: SITE PLAN REVIEW
NATRUAL RESOURCES PLAN (2 OF 2)

PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID C202
REV 4
SHEET 9 of 46


SCALE: 1" = 30'
15 0 15 30
N= 170.00'
CHD= N73°49'50"E
CHL= 72.24'
Δ = 24°32'00"
ZUNI DRIVE
MASONIC LANE
DRIVE 'A'
DRIVE 'A2'
DIRT WALKING PATH
TURN AROUND AREA
100YR FLOODPLAIN BOUNDARY
FOX. FLOODWAY BOUNDARY
40' WIDE ELECTRIC UTILITY EASEMENT
5 OVERHEAD WIRES
5 CABLE LINE
RETENTION POND w/SAND FILTER
CLUBHOUSE (2,275 SF)
FF: 6903.75
PROPOSED CURBCUT
PROPOSED LIMIT OF DISTURBANCE
ALL HOUSES TO BE INSTALLED WITH DOWNSPOUT FILTERS
SELECT INLETS ARE TO BE INSTALLED WITH BMP SNOUT DEVICES WITH BIOFILTER SKIRTS (SEE STRUCTURE TABLE ON SHEET C321)
STORM HEADWALL INV (26"x22"CMP): 6881.23
STORM ENDWALL INV(26"X22"CMP): 6880.79
STORM MH RIM: 6893.19 INV IN: 6887.04 INV OUT: 6883.44
STORM HEADWALL INV IN: 6899.56
PINNACLE PINES UNIT 1 CASE 9, MAP 78 INSTRUMENT 3331864
SECTION CORNER FOUND BLM BRASS CAP DATED 1965
549.33'
635.84'
1324.65'
N86°25'58"E
ROCK CUT TOP:6916 BOT:6910
ROCK CUT TOP:6920 BOT:6913
ROCK CUT TOP:6905 BOT:6897
ROCK CUT TOP:6910 BOT:6893
ROCK CUT TOP:6900 BOT:6889.5
ROCK CUT TOP:6920 BOT:6895
ROCK CUT TOP:6928 BOT:6900
ROCK CUT TOP:6934 BOT:6903
ROCK CUT TOP:6924 BOT:6903
ROCK CUT TOP:6920 BOT:6903
ROCK CUT TOP:6923 BOT:6908
ROCK CUT TOP:6935 BOT:6911
ROCK CUT TOP:6937 BOT:6909
ROCK CUT TOP:6932 BOT:6904
ROCK CUT TOP:6912 BOT:6902
ROCK CUT TOP:6904 BOT:6897
ROCK CUT TOP:6921 BOT:6900
ROCK CUT TOP:6927 BOT:6901
FF:6907.92 GF:6907.00
FF:6909.25 GF:6909.33
FF:6910.88 GF:6909.67
FF:6911.92 GF:6911.00
FF:6913.47 GF:6912.50
FF:6914.42 GF:6913.50
FF:6912.92 GF:6912.00 BF:6902.50
FF:6911.25 GF:6910.33 BF:6900.83
FF:6906.25 GF:6906.33
FF:6907.92 GF:6907.00
FF:6906.59 GF:6905.67
FF:6903.25 GF:6904.33
FF:6906.42 GF:6905.50
FF:6907.75 GF:6906.83
FF:6909.09 GF:6908.17
FF:6910.42 GF:6909.50
FF:6911.59 GF:6911.67
FF:6912.59 GF:6912.67
FF:6914.17 GF:6913.25
FF:6913.67 GF:6912.75
FF:6910.67 GF:6909.75
FF:6909.34 GF:6909.42
FF:6908.01 GF:6907.08
FF:6906.67 GF:6905.75
FF:6906.92 GF:6906.00
FF:6907.75 GF:6906.83
FF:6909.09 GF:6908.17
FF:6910.42 GF:6909.50
FF:6911.75 GF:6910.83
FF:6913.09 GF:6912.17
FF:6914.42 GF:6913.50
FF:6915.75 GF:6914.83
FF:6917.09 GF:6916.17
FF:6918.42 GF:6917.50
FF:6919.75 GF:6918.83
FF:6921.09 GF:6920.17
FF:6922.42 GF:6921.50
FF:6923.75 GF:6922.83
FF:6925.09 GF:6924.17
FF:6926.42 GF:6925.50
FF:6927.75 GF:6926.83
FF:6929.09 GF:6928.17
FF:6930.42 GF:6929.50

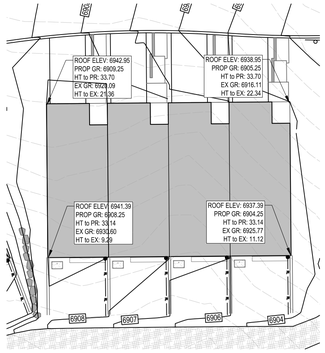

ZUNI DRIVE
SASONIC LANE
LONE TREE ROAD
PROPOSED LIMIT OF DISTURBANCE
PROPOSED CURBCUT
EXTEND EXISTING PIPE AND RELOCATE EXISTING INLET
STORM HEADWALL INV (26"x22"CMP): 6881.23
STORM ENDWALL INV(26"x22"CMP): 6880.79
STORM MH RIM: 6893.19 INV IN: 6887.04 INV OUT: 6883.44
STORM HEADWALL INV IN 24"CMP: 6876.61
STORM CATCH BASIN RIM: 6879.39 INV: 6875.07
STORM CATCH BASIN RIM: 6878.71 INV: 6876.53
STORM MANHOLE RIM: 6878.12 INV: 6876.27
STORM CATCH BASIN RIM: 6878.54 INV: 6876.04
STORM CATCH BASIN RIM: 6885.91 INV: 6881.91
STORM MANHOLE RIM: 6886.20 INV: 6878.05
ROCK CUT TOP:6898 BOT:6896
ROCK CUT TOP:6900 BOT:6897
ROCK CUT TOP:6904 BOT:6897
ROCK CUT TOP:6905 BOT:6900
ROCK CUT TOP:6901 BOT:6900
ROCK CUT TOP:6927 BOT:6901
ROCK CUT TOP:6927 BOT:6906
ROCK CUT TOP:6921 BOT:6907
ROCK CUT TOP:6919 BOT:6905
ROCK CUT TOP:6911 BOT:6899
ROCK CUT TOP:6898 BOT:6891
ROCK CUT TOP:6907 BOT:6893
TW: 6892.0 BW: 6890.0
TW: 6889.0 BW: 6887.0
TW:6892 BW:6888
TW:6892.0 BW:6890.5
GR 6892.27
GR 6892.83
GR 6.1% 5.55
S71°59'01"E
549.23'
341.66'
S89°49'33"W
592.89'
486.97'
5 OVERHEAD WIRES
40' WIDE ELECTRIC UTILITY EASEMENT
SECTION CORNER FOUND BLM BRASS CAP DATED 1965
(ADJACENT PARCEL ONE WORK APPROXIMATE AND BASED UPON CONCEPTUAL PLAN LAYOUT)
CP5
CP6
CP7
CP9
D101
D102
D103
D301A
D301B
D302
D303
D304
D304A
D304B
D304C
D501
D502
D503
D504
D505
D506
D507
D508
D509
D510
D511
D512
D513
D514
D515
D516
D517
D518
D519
D520
D521
D522
D523
D524
D525
D526
D527
D528
D529
D530
D531
D532
D533
D534
D535
D536
D537
D538
D539
D540


ZUNI DRIVE
MASONIC LANE
DRIVE 'B'
DRIVE 'B1'
DRIVE 'B2'
DRIVE 'B3'
DRIVE 'B4'
DRIVE 'B5'
DRIVE 'B6'
DRIVE 'B7'
DRIVE 'B8'
DRIVE 'B9'
DRIVE 'B10'
DRIVE 'B11'
DRIVE 'B12'
DRIVE 'B13'
DRIVE 'B14'
DRIVE 'B15'
DRIVE 'B16'
DRIVE 'B17'
DRIVE 'B18'
DRIVE 'B19'
DRIVE 'B20'
DRIVE



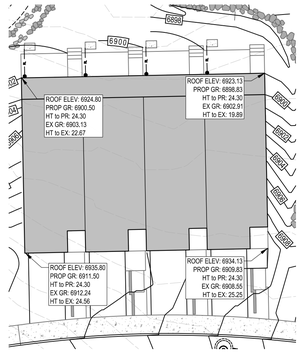
BUILDING 10 HEIGHT

SCALE: 1" = 20'



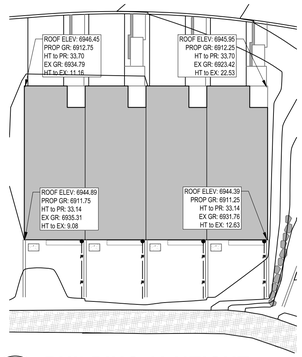
BUILDING 11 HEIGHT

SCALE: 1" = 20'



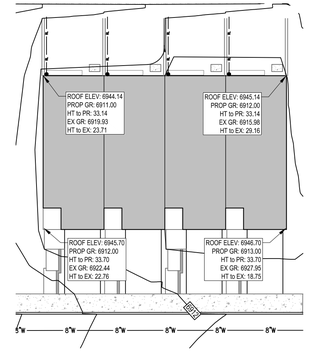
BUILDING 12 HEIGHT

SCALE: 1" = 20'



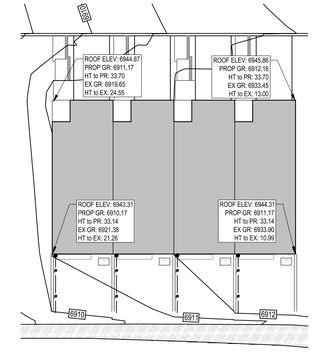
BUILDING 13 HEIGHT

SCALE: 1" = 20'



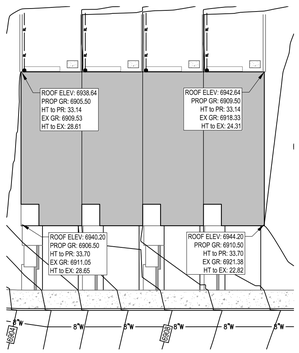
BUILDING 14 HEIGHT

SCALE: 1" = 20'



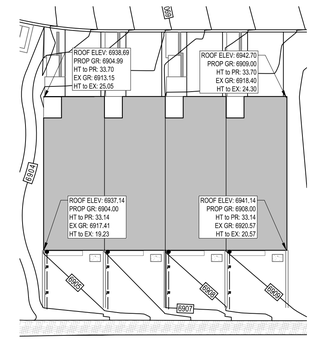
BUILDING 15 HEIGHT

SCALE: 1" = 20'



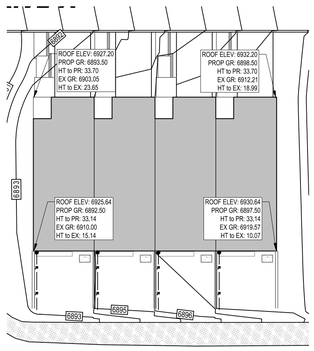
BUILDING 16 HEIGHT

SCALE: 1" = 20'



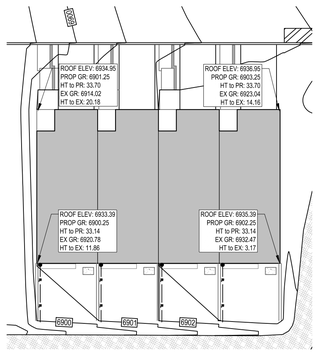
BUILDING 17 HEIGHT

SCALE: 1" = 20'



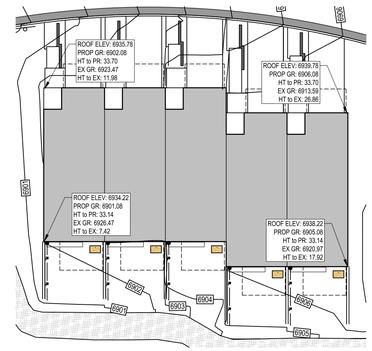
BUILDING 18 HEIGHT

SCALE: 1" = 20'



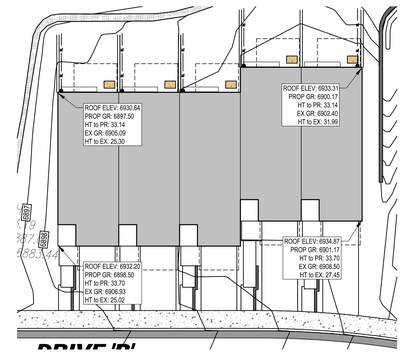
BUILDING 19 HEIGHT

SCALE: 1" = 20'



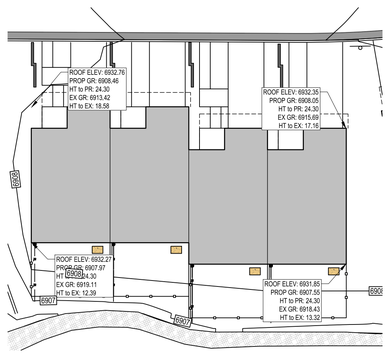
BUILDING 20 HEIGHT

SCALE: 1" = 20'



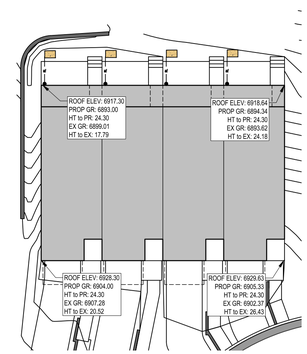
BUILDING 21 HEIGHT

SCALE: 1" = 20'



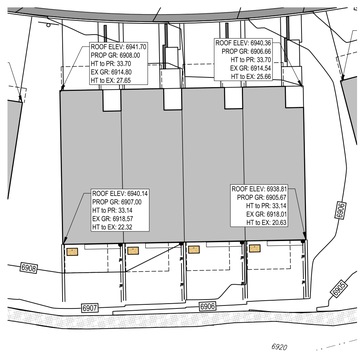
BUILDING 22 HEIGHT

SCALE: 1" = 20'



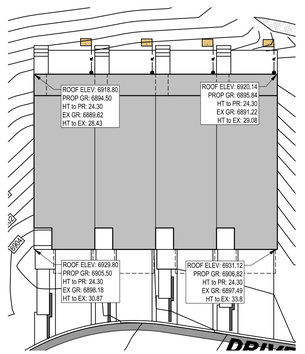
BUILDING 23 HEIGHT

SCALE: 1" = 20'



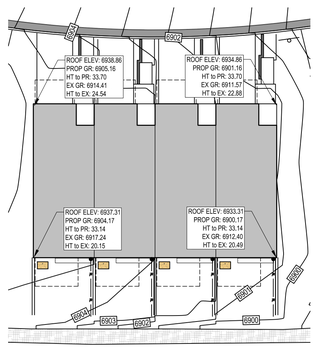
BUILDING 24 HEIGHT

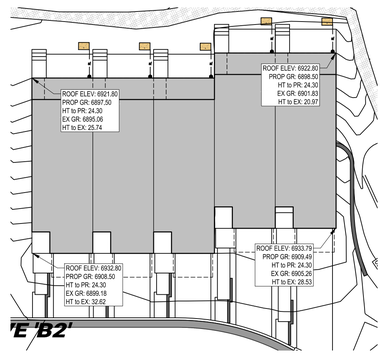
SCALE: 1" = 20'



BUILDING 25 HEIGHT

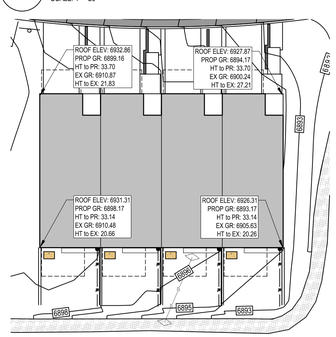
SCALE: 1" = 20'





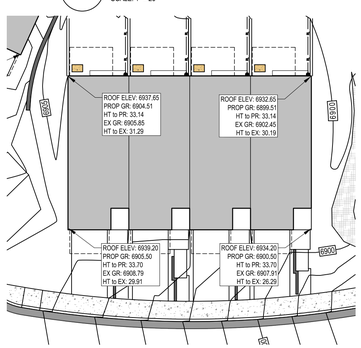
BUILDING 26 HEIGHT

SCALE: 1" = 20'



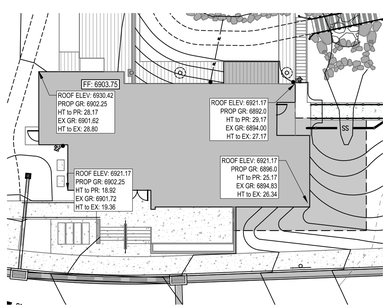
BUILDING 28 HEIGHT

SCALE: 1" = 20'



BUILDING 29 HEIGHT

SCALE: 1" = 20'



CLUBHOUSE BUILDING HEIGHT

SCALE: 1" = 20'

SCALE: 1" = 20'

REV	DATE	DESCRIPTION	INIT
1	11-15-2023	REVISED PER CITY REVIEW LETTER DATED 9-20-2023	MDT
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4	05-02-2024	REVISED PER CITY REVIEW LETTER DATED 4-9-2024	MDT

REVISIONS

Registered Professional Engineer, Civil
CERTIFICATE NO.
77934
ERIC S. BEALS
5/02/24
REGISTERED
ARIZONA, U.S.A.

ViewPoint Engineering
2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702
FIRM No. F-23395
viewpointengineering.com

DWN BY: M TOTH
CHK BY: E BEALS

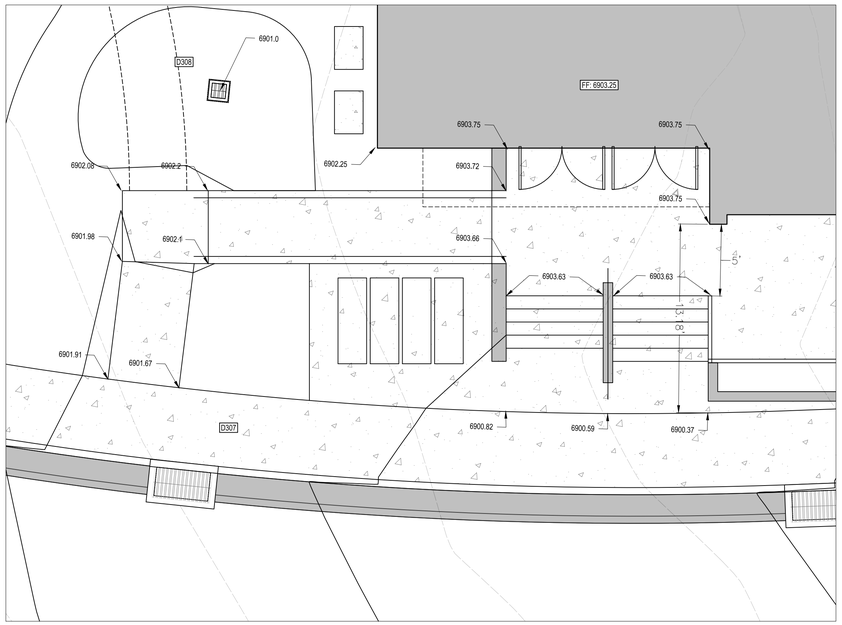
PROJECT: PINEHAVEN
RESIDENTIAL LAND DEVELOPMENT
2621 SUNSET LANE
COCONINO COUNTY, ARIZONA

APPLICANT: RODG DT FLAGSTAFF PROP CO LLC
2121 E. 6TH STREET, SUITE 203, AUSTIN, TEXAS 78702

TITLE: SITE PLAN REVIEW
BUILDING HEIGHT DETAILS

PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID C305
REV 4
SHEET 13 of 46

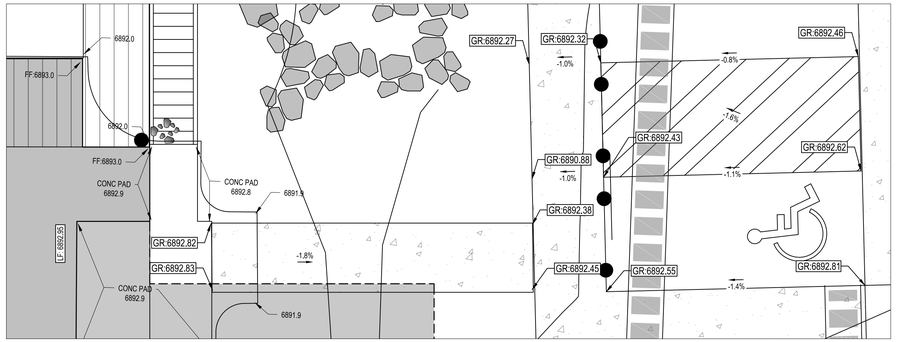
P:\PROJ\22004 FLAGSTAFF TX\DRAWINGS\CONST DWGS\22004 BRDLDNG and SRVWAGE .PLAN



C1 CLUBHOUSE MAIN ENTRANCE GRADING DETAIL

SCALE 1" = 5'

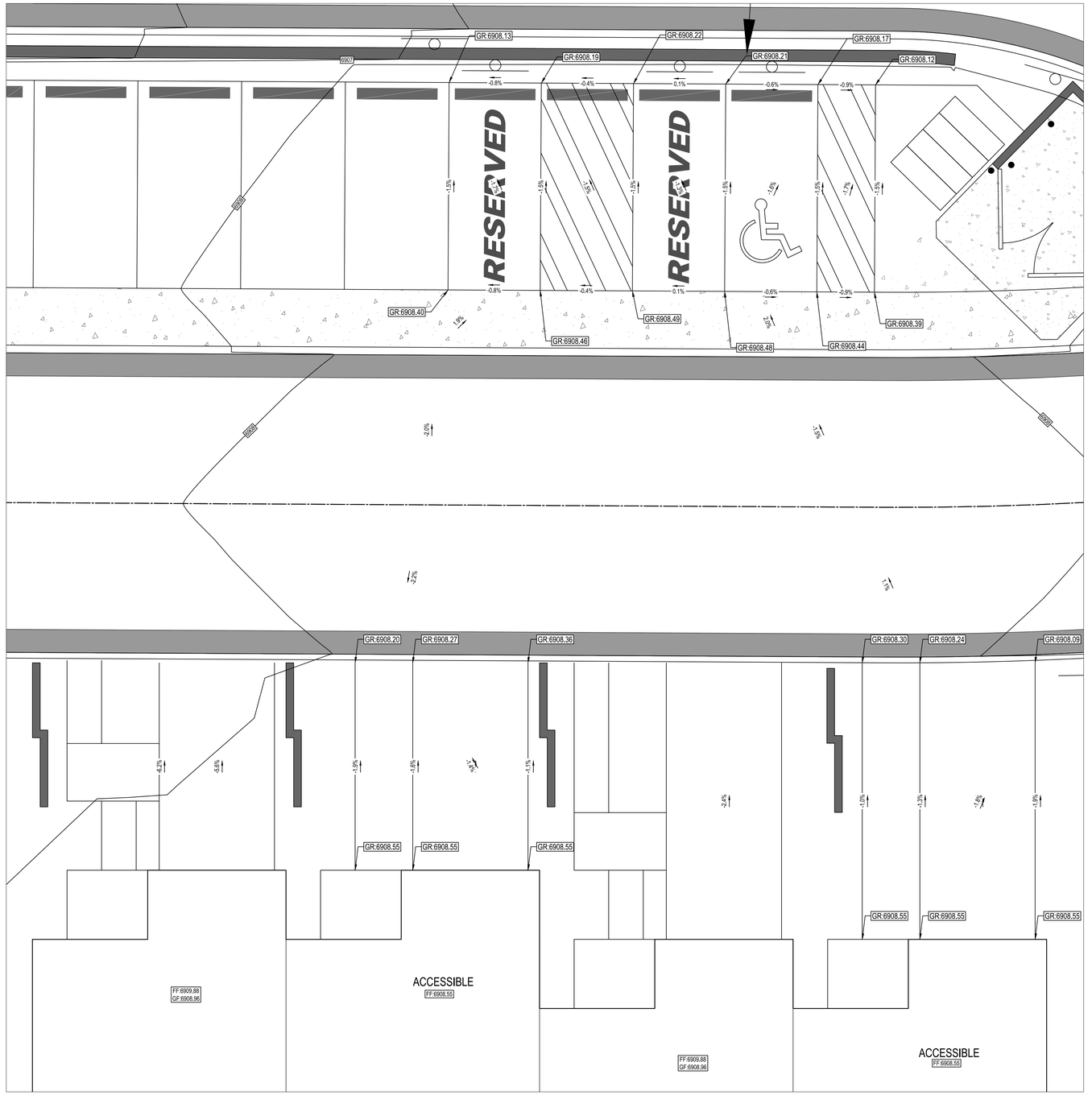
SCALE: 1" = 5'
2.5 0 5'



D1 CLUBHOUSE LOWER ENTRANCE GRADING DETAIL

SCALE 1" = 5'

SCALE: 1" = 5'
2.5 0 5'



E3 ACCESSIBLE UNIT GRADING DETAIL

SCALE 1" = 5'

SCALE: 1" = 5'
2.5 0 5'

REVISIONS

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4	05-02-2024	REVISED PER CITY REVIEW LETTER DATED 4-9-2024	MDT

Registered Professional Engineer (Civil)
CERTIFICATE NO.
77934
ERIC S. BEALS
DATE SIGNED
5/02/24
ARIZONA, U.S.A.

ViewPoint Engineering
2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702
FIRM No. F-23395
viewpointengineering.com

DWN BY: M TOTH
CHK BY: E BEALS

PROJECT: **PINEHAVEN**
RESIDENTIAL LAND DEVELOPMENT
2955 SOUTHLAKE LANE
COCONINO COUNTY, ARIZONA

APPLICANT: **RODG DT FLAGSTAFF PROP CO LLC**
2121 E. 6TH STREET, SUITE 203, AUSTIN, TEXAS 78702

TITLE: **SITE PLAN REVIEW**
ADA GRADING PLAN

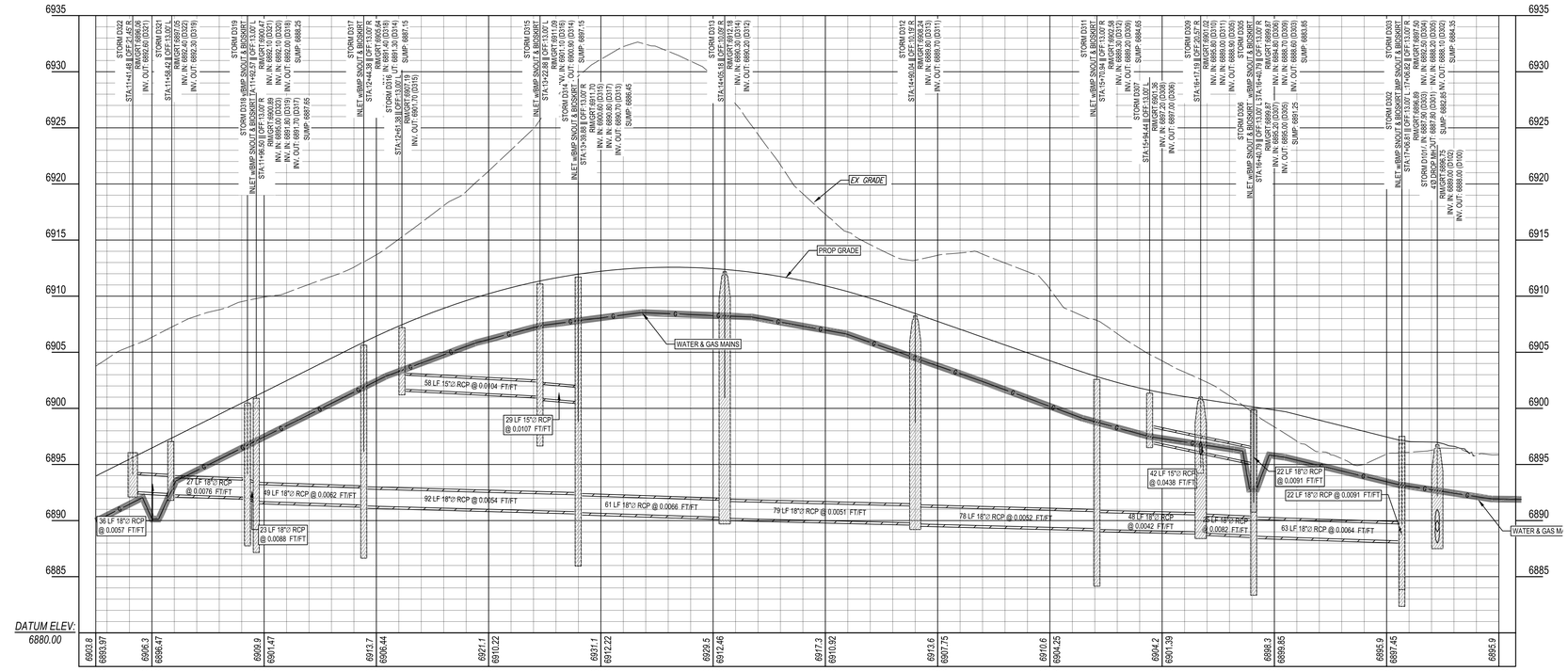
PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID C306
REV 4
SHEET 14 of 46



B1 PLAN VIEW: DRIVE 'A'

SCALE: 1" = 30'

SCALE: 1" = 30'



E1 PROFILE VIEW: DRIVE 'A'

SCALE: (H) 1" = 30' || (V) 1" = 6'

VERTICAL SCALE 0 3' 6'
HORIZONTAL SCALE 0 15' 30'

Contact Arizona 811 at least two full working days before you begin excavation

ARIZONA811 BLUE STAKE, INC.

Call 811 or click Arizona811.org

LOCATION OF EXISTING UNDERGROUND UTILITIES IS APPROXIMATE AND BASED ON OBSERVABLE SURFACE FEATURES ONLY. THE CONTRACTOR SHALL CONTACT THE ONECALL SYSTEM PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES AND DETERMINE THE EXACT LOCATION OF ALL UTILITIES. CONTRACTOR RESPONSIBLE FOR ANY AND ALL DAMAGES INCURRED BY FAILURE TO LOCATE UTILITIES.

REVISIONS

REV	DATE	DESCRIPTION	INIT
1	11-16-2023	REVISED PER CITY REVIEW LETTER DATED 9-20-2023	MDT
2	01-18-2024	REVISED PER CITY REVIEW LETTER DATED 12-18-2023	MDT
3	03-20-2024	REVISED PER CITY REVIEW LETTER DATED 2-8-2024	MDT
4	05-02-2024	REVISED PER CITY REVIEW LETTER DATED 4-9-2024	MDT

Registered Professional Engineer (Civil) CERTIFICATE NO. 77934 ERIC S. BEALS 5/02/24 REGISTERED PROFESSIONAL ENGINEER ARIZONA, U.S.A.

Eric Beals

ViewPoint Engineering

FIRM No. F-23395
viewpointengineering.com

2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702

DWN BY: M TOTH
CHK BY: E BEALS

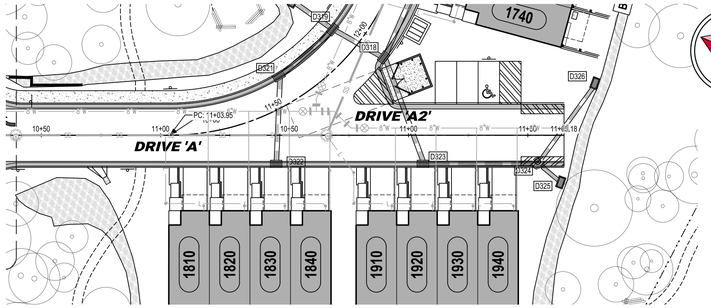
PROJECT: PINEHAVEN RESIDENTIAL LAND DEVELOPMENT
2951 S. MASONIC LANE
COCONINO COUNTY, ARIZONA

APPLICANT: RODG DT FLAGSTAFF PROP CO LLC
2121 E. 6TH STREET, SUITE 203, AUSTIN, TEXAS 78702

TITLE: SITE PLAN REVIEW
STORM SEWER PLAN & PROFILE
(DRIVE 'A')

PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID C310
REV 4

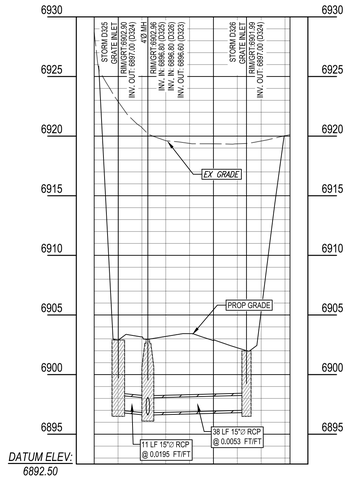
SHEET 15 of 46



B1 PLAN VIEW: DRIVE 'A2'

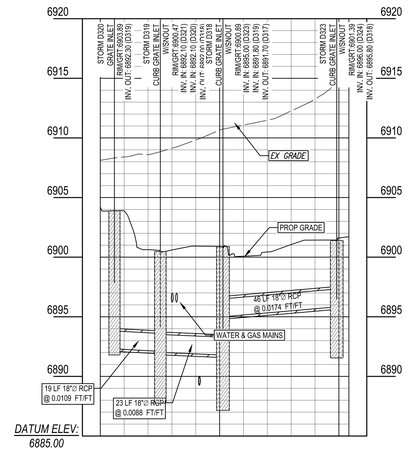
SCALE: 1" = 30'

SCALE: 1" = 30'
15 0 15 30



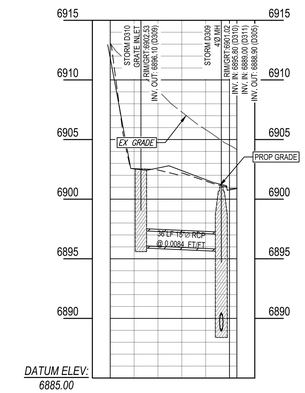
B3 STORM: D325 - D326

SCALE: (H) 1" = 30' || (V) 1" = 6'



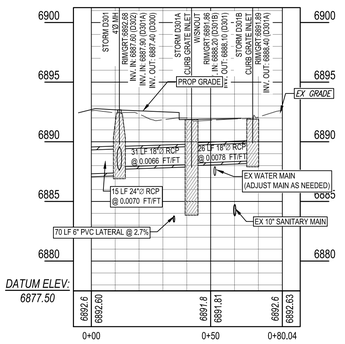
B4 STORM: D320 - D323

SCALE: (H) 1" = 30' || (V) 1" = 6'



B5 STORM: D310 - D309

SCALE: (H) 1" = 30' || (V) 1" = 6'



B5 STORM: D301 - D301B

SCALE: (H) 1" = 30' || (V) 1" = 6'

VERTICAL SCALE 0 3' 6'
HORIZONTAL SCALE 0 15' 30'



D1 PROFILE VIEW: DRIVE 'A2'

SCALE: (H) 1" = 30' || (V) 1" = 6'

VERTICAL SCALE 0 3' 6'
HORIZONTAL SCALE 0 15' 30'

D3 STORM: D304D - D300

SCALE: (H) 1" = 30' || (V) 1" = 6'

D5 STORM: D103 - D100

SCALE: (H) 1" = 30' || (V) 1" = 6'

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REVISIONS

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3	03-20-2024	REVISED PER CITY REVIEW LETTER DATED 2-8-2024	MDT
4	05-02-2024	REVISED PER CITY REVIEW LETTER DATED 4-9-2024	MDT

Registered Professional Engineer (Civil)
CERTIFICATE NO.
77934
ERIC S
BEALS
5/02/24
DATE SIGNED
ARIZONA, U.S.A.

ViewPoint Engineering
2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702
FIRM No. F-23395
viewpointengineering.com

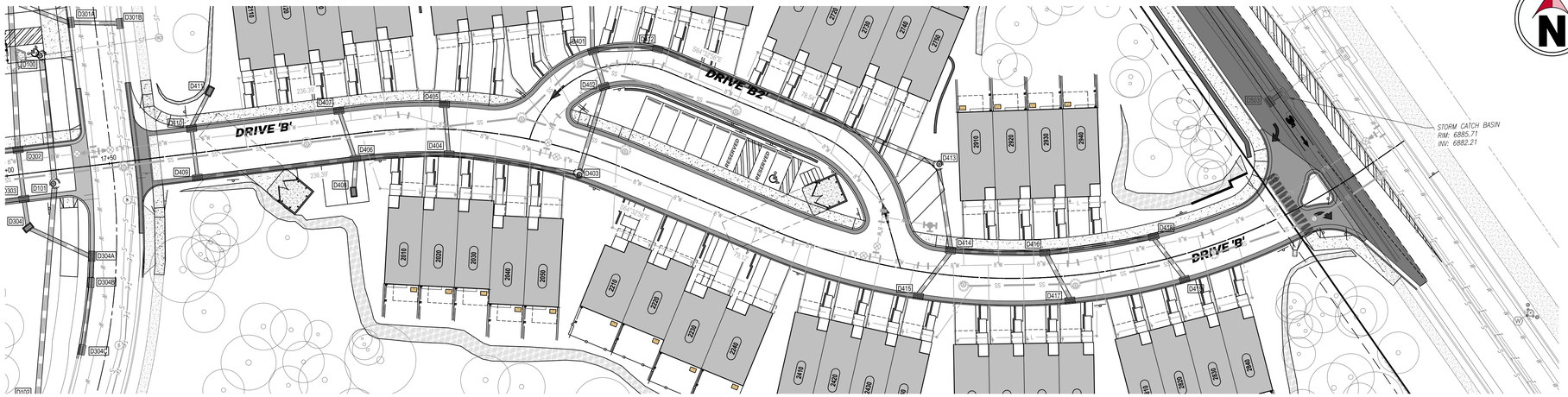
DWN BY: M TOTH
CHK BY: E BEALS

PROJECT: PINEHAVEN
RESIDENTIAL LAND DEVELOPMENT
2655 S. MISSION LANE
COCONINO COUNTY, ARIZONA

APPLICANT: RODG DT FLAGSTAFF PROP CO LLC
2121 E. 6TH STREET, SUITE 203, AUSTIN, TEXAS 78702

TITLE: SITE PLAN REVIEW
STORM SEWER PLAN & PROFILE
(DRIVE 'A2' & CROSS PROFILES)

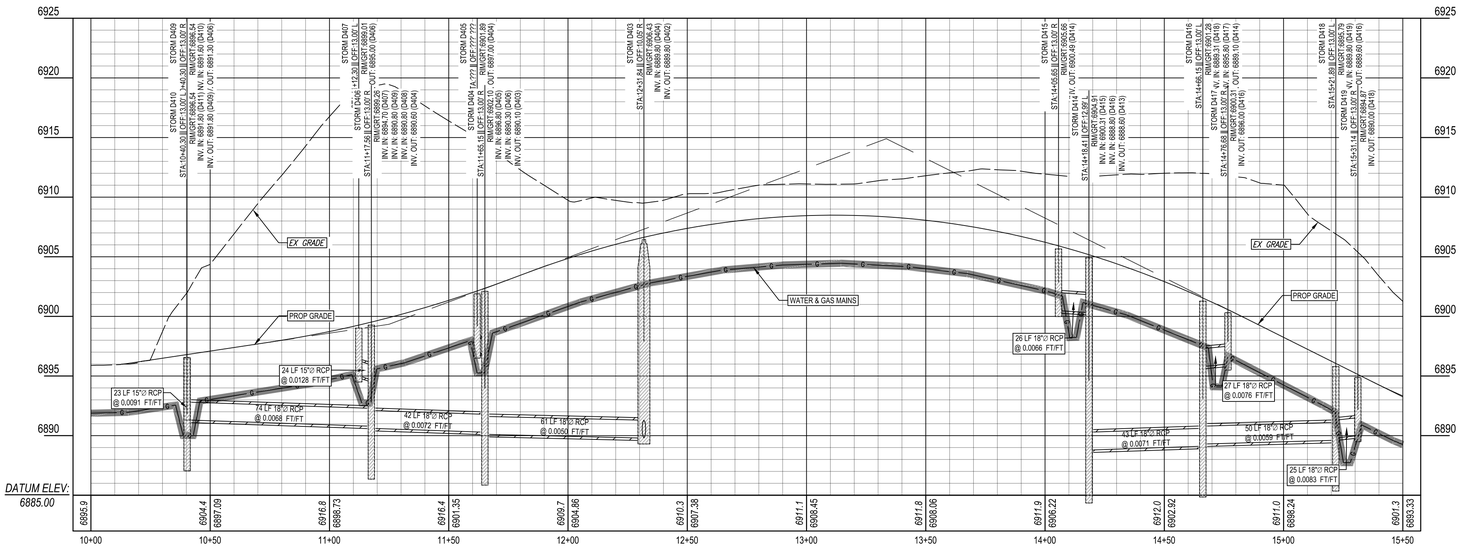
PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID C311
REV 4
SHEET 16 of 46



B2 PLAN VIEW: DRIVE 'A'

SCALE: 1" = 30'

SCALE: 1" = 30'
15 0 15 30



D2 PROFILE VIEW: DRIVE 'A'

SCALE: (H) 1" = 30' ‖ (V) 1" = 6'

VERTICAL SCALE 0 3' 6'
HORIZONTAL SCALE 0 15' 30'

REVISIONS

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4	05-02-2024	REVISED PER CITY REVIEW LETTER DATED 4-9-2024	MDT

Registered Professional Engineer
CERTIFICATE NO.
77934
ERIC S
BEALS
5/02/24
DATE SIGNED
ARIZONA, U.S.A.

ViewPoint Engineering
2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702
FIRM No. F-23395
viewpointengineering.com

DWN BY: M TOTH
CHK BY: E BEALS

PROJECT: **PINEHAVEN**
RESIDENTIAL LAND DEVELOPMENT
2951 S HIGHWAY 89A
COCONINO COUNTY, ARIZONA

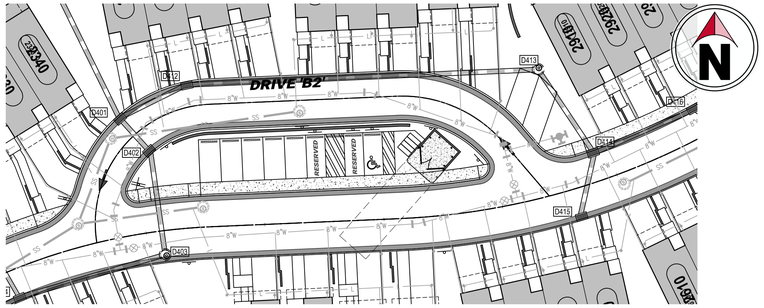
APPLICANT: **RODG DT FLAGSTAFF PROP CO LLC**
2121 E. 6TH STREET, SUITE 203, AUSTIN, TEXAS 78702

TITLE: **SITE PLAN REVIEW**
STORM SEWER PLAN & PROFILE (DRIVE 'B')

PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID C312
REV 4
SHEET 17 of 46

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811 BLUE STAKE, INC.
Call 811 or click Arizona811.org
LOCATION OF EXISTING UNDERGROUND UTILITIES IS APPROXIMATE AND BASED ON OBSERVABLE SURFACE FEATURES ONLY. THE CONTRACTOR SHALL CONTACT THE ONECALL SYSTEM PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES AND DETERMINE THE EXACT LOCATION OF ALL UTILITIES. CONTRACTOR RESPONSIBLE FOR ANY AND ALL DAMAGES INCURRED BY FAILURE TO LOCATE UTILITIES.

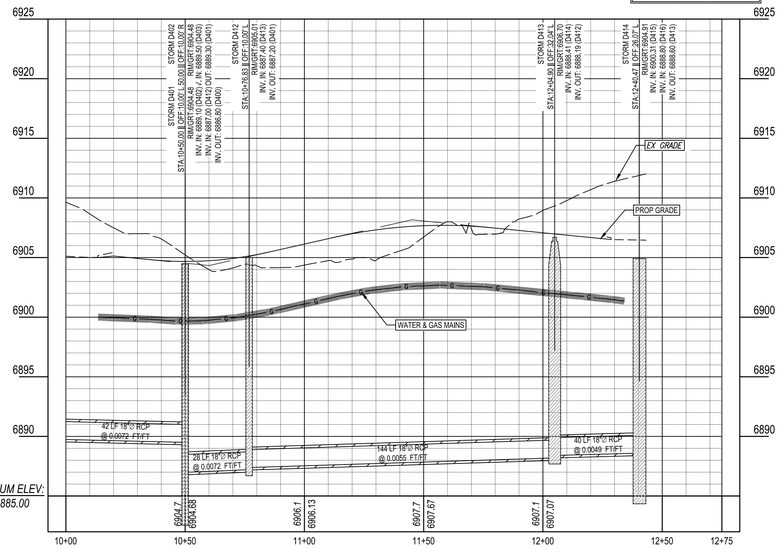
P:\PROJ\22004 FLAGSTAFF - PINEHAVEN\CONST DWGS\22004 PROFILE



B1 PLAN VIEW: DRIVE 'A'

SCALE: 1" = 30'

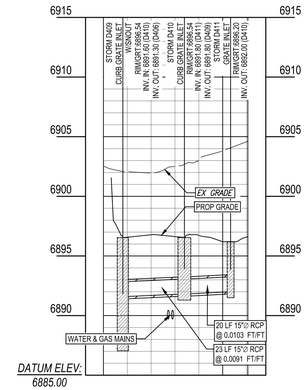
SCALE: 1" = 30'
15 0 15 30



D1 PROFILE VIEW: DRIVE 'A'

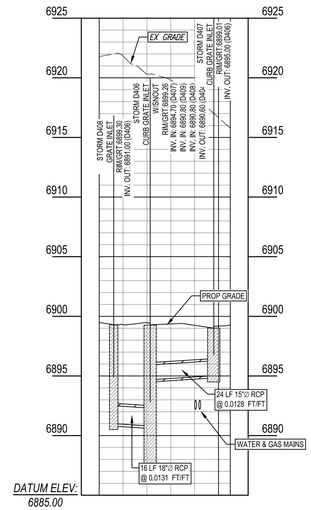
SCALE: (H) 1" = 30' || (V) 1" = 6'

VERTICAL SCALE 0 3' 6'
HORIZONTAL SCALE 0 15' 30'



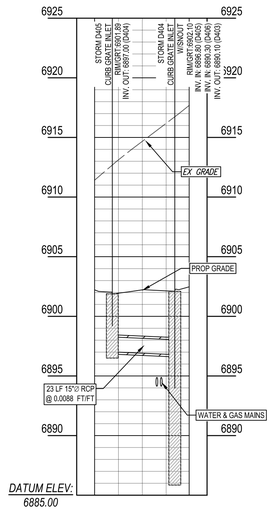
B3 STORM: D409 - D411

SCALE: (H) 1" = 30' || (V) 1" = 6'



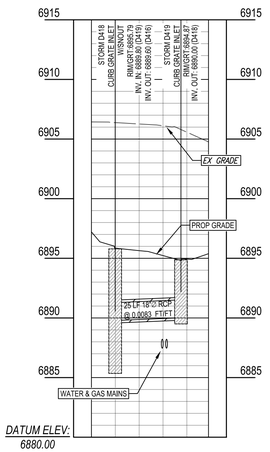
B4 STORM: D408 - D407

SCALE: (H) 1" = 30' || (V) 1" = 6'



B5 STORM: D405 - D404

SCALE: (H) 1" = 30' || (V) 1" = 6'



B6 STORM: D418 - D419

SCALE: (H) 1" = 30' || (V) 1" = 6'

D3 STORM: D403 - D400

SCALE: (H) 1" = 30' || (V) 1" = 6'

D5 STORM: D415 - D413

SCALE: (H) 1" = 30' || (V) 1" = 6'

D6 STORM: D416 - D417

SCALE: (H) 1" = 30' || (V) 1" = 6'

VERTICAL SCALE 0 3' 6'
HORIZONTAL SCALE 0 15' 30'

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Registered Professional Engineer
CERTIFICATE NO.
77934
ERIC S
BEALS
DATE SIGNED
5/02/24
ARIZONA, U.S.A.

ViewPoint Engineering
2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702
FIRM No. F-23395
viewpointengineering.com

DWN BY: M TOTH
CHK BY: E BEALS

PROJECT: **PINEHAVEN**
RESIDENTIAL LAND DEVELOPMENT
2955 S HIGHWAY 89A
COCONINO COUNTY, ARIZONA

APPLICANT: **RODG DT FLAGSTAFF PROP CO LLC**
2121 E. 6TH STREET, SUITE 203, AUSTIN, TEXAS 78702

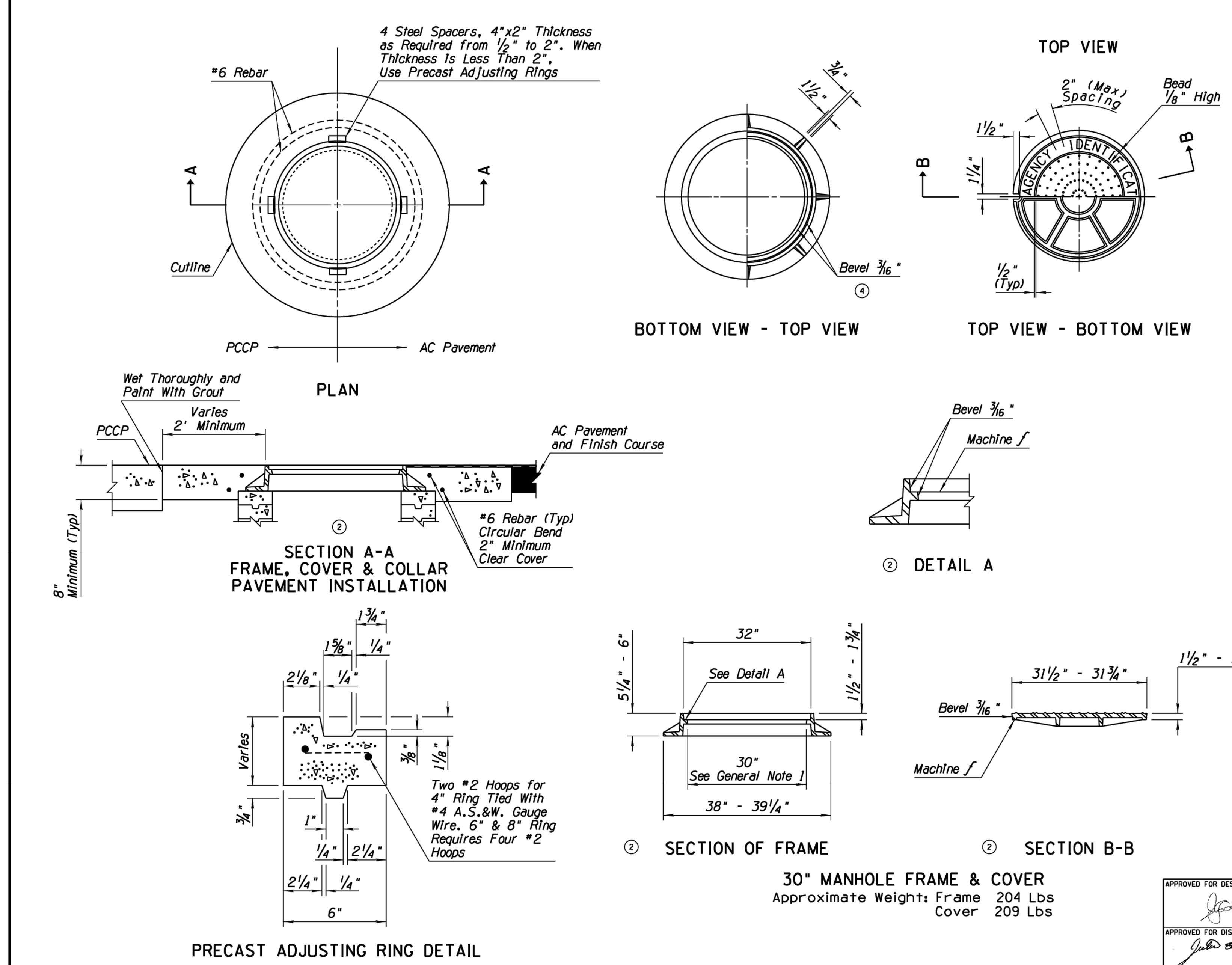
TITLE: **SITE PLAN REVIEW**
STORM SEWER PLAN & PROFILE
(DRIVE 'B2' & CROSS PROFILES)

PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID C313
REV 4

SHEET 18 of 46

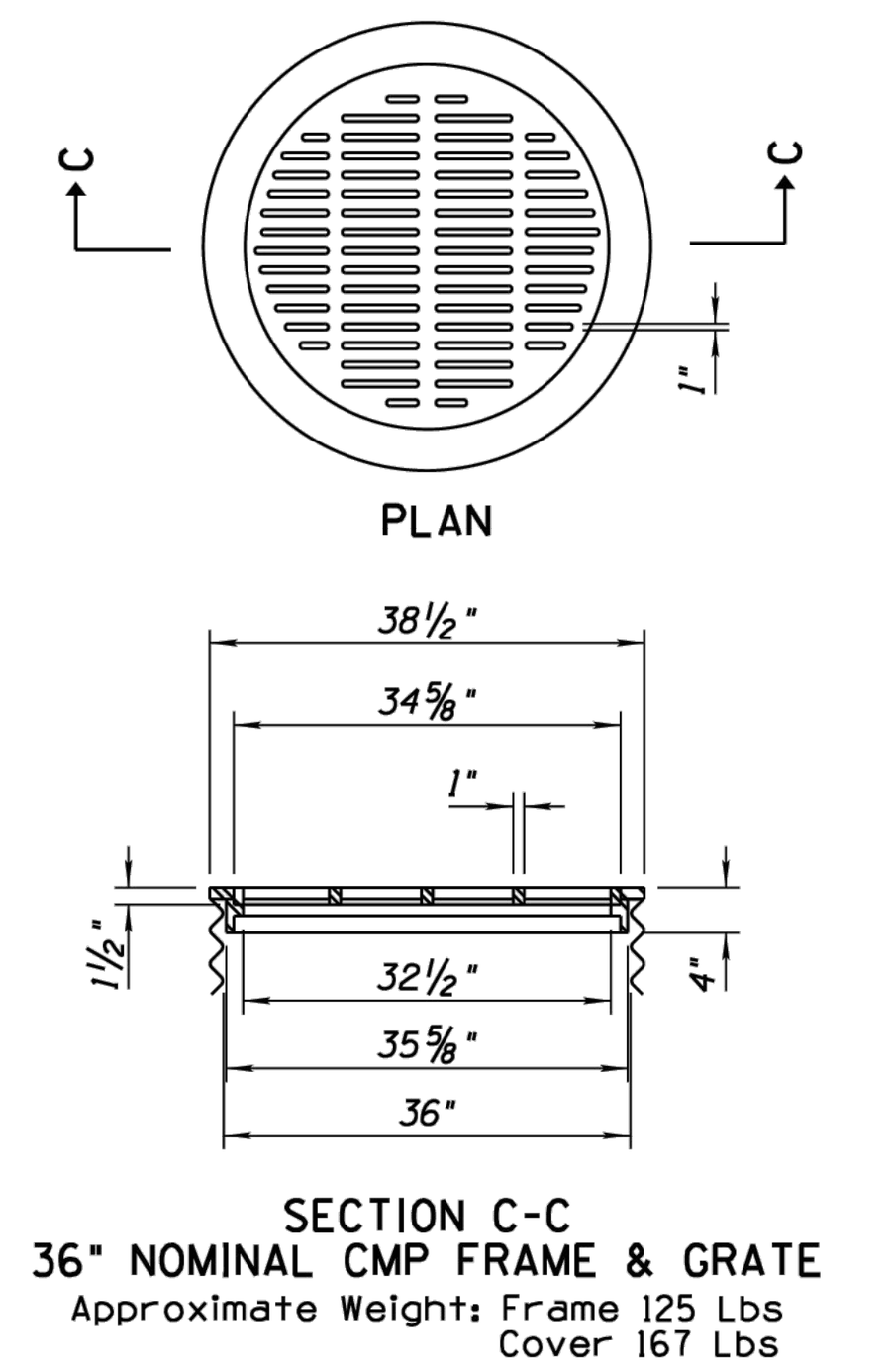
R:\DWG\22004 FLAGSTAFF PROP CO\PLANS\ISSUED SHEETS\22004 PROFILE

NO	DESCRIPTION OF REVISIONS	MADE BY	DATE
1	RENAMED STD DWG FROM C-18.20 TO C-18.10, SHEET 3 OF 3	RLF	9/04
2	MODIFIED SECTION VIEWS AND ADDED DETAIL A	RLF	5/12
3	NEW GENERAL NOTE 1; REVISED GENERAL NOTE NUMBERS	RLF	5/12
4	REVISED BEVEL SIZE	RLF	5/12



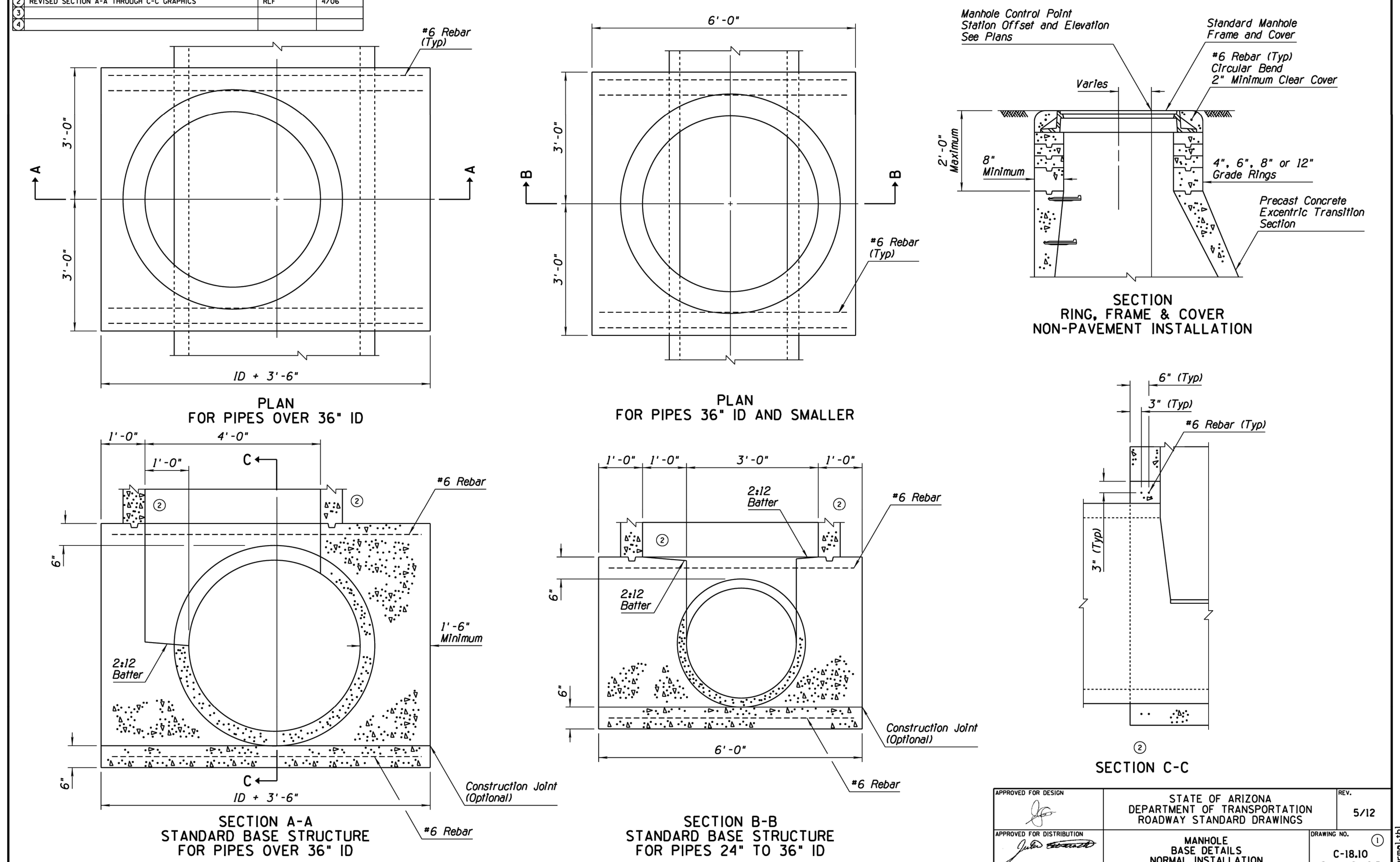
GENERAL NOTES

1. The 30" minimum opening shall be required. Other Frame and Cover dimensions shown are nominal and vary by manufacturer.
2. All frames, grates, and covers shall support HS20 loading, minimum.
3. Casting weights shown are minimum weights and are either for cast-iron or ductile-iron castings. Casting weight shall not exceed 110% of the weights shown.
4. Covers (excluding grates) shall conform to the following:
   - A. Manhole covers to contain the agency name and utility, as directed;
   - B. Letters shall be 2 inches in height and raised 1/8-inch above the plane of the cover;
   - C. Letters and words to be equally spaced; and
   - D. Letter font and layout shall be as approved by the Engineer.
5. Details shown are typical. Alternative designs of manhole frames and covers may be used upon approval of the Engineer, as long as the minimum loading and weight criteria (see above) are met.



STATE OF ARIZONA
DEPARTMENT OF TRANSPORTATION
ROADWAY STANDARD DRAWINGS
REV. 5/12
MANHOLE
FRAME AND COVER DETAILS
DRAWING NO. C-18.10
Sheet 3 of 3

NO	DESCRIPTION OF REVISIONS	MADE BY	DATE
1	RENAMED STD DWG TO C-18.10, SHEET 2 OF 3	RLF	9/04
2	REVISED SECTION A-A THROUGH C-C GRAPHICS	RLF	4/06
3			
4			



STATE OF ARIZONA
DEPARTMENT OF TRANSPORTATION
ROADWAY STANDARD DRAWINGS
REV. 5/12
MANHOLE
BASE DETAILS
NORMAL INSTALLATION
DRAWING NO. C-18.10
Sheet 2 of 3

STRUCTURE TABLE

ID	TYPE	STRUCTURE INFO
D100	4'Ø MH	RIM/GRT: 6892.83 INV IN (D101 / 24") : 6887.60 INV OUT (X1 / 36") : 6887.53 SUMP: 6887.53
D101	4'Ø DROP MH	RIM/GRT: 6896.75 INV IN (D102 / 24") : 6889.00 INV OUT (D100 / 24") : 6888.00 SUMP: 6888.00
D102	4'Ø MH	RIM/GRT: 6902.41 INV IN (D103 / 24") : 6893.70 INV OUT (D101 / 24") : 6889.51 SUMP: 6889.51
D103	4'Ø DROP MH	RIM/GRT: 6903.48 INV IN (X104 / 24") : 6898.68 INV OUT (D102 / 24") : 6895.00 SUMP: 6895.00
D200	HEADWALL NO WING	RIM/GRT: 6883.75 INV IN (D201 / 24") : 6881.50 SUMP: 6881.50
D201	OUTLET STRUCTURE (SEE BASIN DETAIL)	RIM/GRT: 6884.75 INV OUT (D200 / 24") : 6882.00 SUMP: 6882.00
D300	HEADWALL	RIM/GRT: 6889.55 INV IN (D301 / 24") : 6887.30 SUMP: 6887.30
D301	4'Ø MH	RIM/GRT: 6892.68 INV IN (D302 / 24") : 6887.60 INV IN (D301A / 18") : 6887.90 INV OUT (D300 / 24") : 6887.40 SUMP: 6887.40
D301A	CURB GRATE INLET W/SNOUT	RIM/GRT: 6891.86 INV IN (D301B / 18") : 6888.20 INV OUT (D301 / 18") : 6888.10 SUMP: 6884.35
D301B	CURB GRATE INLET	RIM/GRT: 6891.89 INV OUT (D301A / 18") : 6888.40 SUMP: 6888.40
D302	CURB GRATE INLET W/SNOUT	RIM/GRT: 6896.89 INV IN (D303 / 18") : 6887.90 INV OUT (D301 / 24") : 6887.80 SUMP: 6882.85
D303	CURB GRATE INLET W/SNOUT	RIM/GRT: 6897.50 INV IN (D304 / 18") : 6892.50 INV IN (D305 / 18") : 6888.20 INV OUT (D302 / 18") : 6888.10 SUMP: 6884.35
D304	GRATE INLET W/SNOUT	RIM/GRT: 6896.50 INV IN (D304A / 18") : 6892.80 INV OUT (D303 / 18") : 6892.70 SUMP: 6888.95
D304A	CURB GRATE INLET	RIM/GRT: 6898.32 INV IN (D304B / 18") : 6893.20 INV OUT (D304 / 18") : 6893.10 SUMP: 6893.10
D304B	CURB GRATE INLET	RIM/GRT: 6898.99 INV IN (D304C / 18") : 6893.40 INV OUT (D304A / 18") : 6893.30 SUMP: 6893.30
D304C	CURB GRATE INLET	RIM/GRT: 6900.72 INV OUT (D304B / 18") : 6893.60 SUMP: 6893.60

STRUCTURE TABLE

ID	TYPE	STRUCTURE INFO
D305	CURB GRATE INLET W/SNOUT	RIM/GRT: 6899.87 INV IN (D306 / 18") : 6894.80 INV IN (D309 / 18") : 6888.70 INV OUT (D303 / 18") : 6888.60 SUMP: 6883.85
D306	CURB GRATE INLET W/SNOUT	RIM/GRT: 6899.87 INV IN (D307 / 15") : 6895.20 INV OUT (D305 / 18") : 6895.00 SUMP: 6891.25
D307	CURB GRATE INLET	RIM/GRT: 6901.36 INV IN (D308 / 8") : 6897.20 INV OUT (D306 / 15") : 6897.00 SUMP: 6897.00
D308	YARD DRAIN	RIM/GRT: 6898.61 INV OUT (D307 / 8") : 6897.40 SUMP: 6897.40
D309	4'Ø MH	RIM/GRT: 6901.02 INV IN (D310 / 15") : 6895.80 INV IN (D311 / 18") : 6889.00 INV OUT (D305 / 18") : 6888.90 SUMP: 6888.90
D310	GRATE INLET	RIM/GRT: 6902.53 INV OUT (D309 / 15") : 6896.10 SUMP: 6896.10
D311	CURB GRATE INLET W/SNOUT	RIM/GRT: 6902.58 INV IN (D312 / 18") : 6889.30 INV OUT (D309 / 18") : 6889.20 SUMP: 6884.65
D312	4'Ø MH	RIM/GRT: 6908.24 INV IN (D313 / 18") : 6889.80 INV OUT (D311 / 18") : 6889.70 SUMP: 6889.70
D313	4'Ø MH	RIM/GRT: 6912.18 INV IN (D314 / 18") : 6890.30 INV OUT (D312 / 18") : 6890.20 SUMP: 6890.20
D314	CURB GRATE INLET W/SNOUT	RIM/GRT: 6911.70 INV IN (D315 / 15") : 6900.60 INV IN (D317 / 18") : 6890.80 INV OUT (D313 / 18") : 6890.70 SUMP: 6886.45
D315	CURB GRATE INLET W/SNOUT	RIM/GRT: 6911.09 INV IN (D316 / 15") : 6901.10 INV OUT (D314 / 15") : 6900.90 SUMP: 6897.15
D316	CURB GRATE INLET	RIM/GRT: 6907.19 INV OUT (D315 / 15") : 6901.70 SUMP: 6901.70
D317	CURB GRATE INLET W/SNOUT	RIM/GRT: 6905.64 INV IN (D318 / 18") : 6891.40 INV OUT (D314 / 18") : 6891.30 SUMP: 6887.15
D318	CURB GRATE INLET W/SNOUT	RIM/GRT: 6900.89 INV IN (D323 / 18") : 6895.00 INV IN (D319 / 18") : 6891.80 INV OUT (D317 / 18") : 6891.70 SUMP: 6887.65
D319	CURB GRATE INLET W/SNOUT	RIM/GRT: 6900.47 INV IN (D321 / 18") : 6892.10 INV IN (D320 / 18") : 6892.10 INV OUT (D318 / 18") : 6892.00 SUMP: 6888.25
D320	GRATE INLET	RIM/GRT: 6903.89 INV OUT (D319 / 18") : 6892.30 SUMP: 6892.30

STRUCTURE TABLE

ID	TYPE	STRUCTURE INFO
D321	CURB GRATE INLET	RIM/GRT: 6897.05 INV IN (D322 / 18") : 6892.40 INV OUT (D319 / 18") : 6892.30 SUMP: 6892.30
D322	CURB GRATE INLET	RIM/GRT: 6896.06 INV OUT (D321 / 18") : 6892.60 SUMP: 6892.60
D323	CURB GRATE INLET W/SNOUT	RIM/GRT: 6901.39 INV IN (D324 / 18") : 6896.00 INV OUT (D318 / 18") : 6895.80 SUMP: 6892.05
D324	4'Ø MH	RIM/GRT: 6902.96 INV IN (D325 / 15") : 6896.80 INV IN (D326 / 15") : 6896.80 INV OUT (D323 / 18") : 6896.60 SUMP: 6896.60
D325	GRATE INLET	RIM/GRT: 6902.90 INV OUT (D324 / 15") : 6897.00 SUMP: 6897.00
D326	GRATE INLET	RIM/GRT: 6901.99 INV OUT (D324 / 15") : 6897.00 SUMP: 6897.00
D501	CURB GRATE INLET	RIM/GRT: 0.00 SUMP: -2.41
D502	HEADWALL (W/WINGS)	RIM/GRT: 6878.71 SUMP: 6877.00

PIPE TABLE

PIPE RUN	SIZE	LENGTH (FEET)	SLOPE (FT/FT)
D100 - D101	24" RCP	60	0.0067
D101 - D102	24" RCP	103	0.0050
D102 - D103	24" RCP	42	0.0315
D103 - X104	24" RCP	95	0.0093
D200 - D201	24" RCP	42	0.0120
D300 - D301	24" RCP	15	0.0070
D301 - D302	24" RCP	72	0.0028
D302 - D303	18" RCP	22	0.0091
D303 - D304	18" RCP	14	0.0152
D303 - D305	18" RCP	63	0.0064
D305 - D306	18" RCP	22	0.0091
D305 - D309	18" RCP	25	0.0082
D307 - D308	8" HDPE	27	0.0075
D311 - D312	18" RCP	78	0.0052
D312 - D313	18" RCP	79	0.0051
D313 - D314	18" RCP	61	0.0066
D314 - D315	15" RCP	29	0.0107
D314 - D317	18" RCP	92	0.0054
D315 - D316	15" RCP	58	0.0104
D317 - D318	18" RCP	49	0.0062
D318 - D319	18" RCP	23	0.0088
D318 - D323	18" RCP	46	0.0174
D319 - D320	18" RCP	19	0.0109
D319 - D321	18" RCP	27	0.0076

PIPE TABLE

PIPE RUN	SIZE	LENGTH (FEET)	SLOPE (FT/FT)
D321 - D322	18" RCP	36	0.0057
D323 - D324	18" RCP	45	0.0134
D324 - D325	15" RCP	11	0.0195
D324 - D326	15" RCP	38	0.0053
D501 - D502	18" RCP	33	0.0092

REVISIONS

REV	DATE	DESCRIPTION	INIT
1	11-16-2023	REVISED PER CITY REVIEW LETTER DATED 9-20-2023	MDT
2	01-18-2024	REVISED PER CITY REVIEW LETTER DATED 12-18-2023	MDT
3	03-20-2024	REVISED PER CITY REVIEW LETTER DATED 2-8-2024	MDT
4	05-02-2024	REVISED PER CITY REVIEW LETTER DATED 4-9-2024	MDT

Registered Professional Engineer (Civil)
CERTIFICATE NO. 77934
ERIC S. BEALS
DATE SIGNED 5/02/24
ARIZONA, U.S.A.

ViewPoint Engineering
2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702
FIRM No. F-23395
viewpointengineering.com

DWN BY: M TOTH
CHK BY: E BEALS

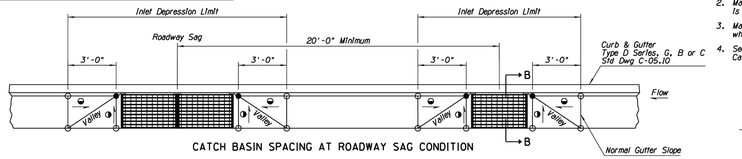
PROJECT: PINEHAVEN
RESIDENTIAL LAND DEVELOPMENT
2951 S. MASONIC LANE
COCONINO COUNTY, ARIZONA

APPLICANT: RODG DT FLAGSTAFF PROP CO LLC
2121 E. 6TH STREET, SUITE 203, AUSTIN, TEXAS 78702

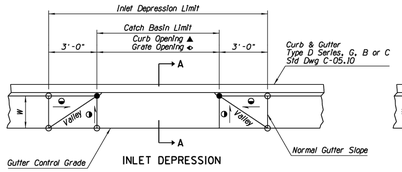
TITLE: SITE PLAN REVIEW
STORMWATER DETAILS

PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID C321
REV 4
SHEET 19 of 46

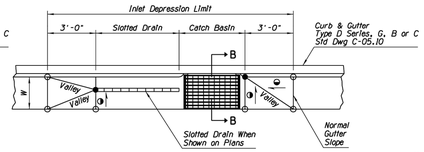
NO	DESCRIPTION OF REVISIONS	MADE BY	DATE
1	REISSUED STANDARD DRAWING	RLF	5/04
2			
3			
4			



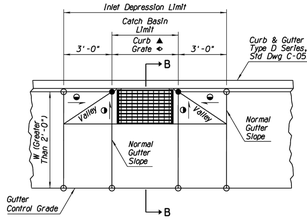
CATCH BASIN SPACING AT ROADWAY SAG CONDITION



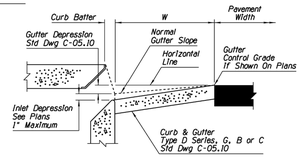
INLET DEPRESSION



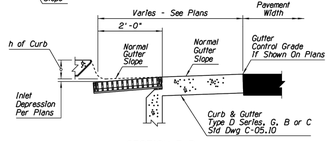
INLET DEPRESSION
CATCH BASIN WITH SLOTTED DRAIN



INLET DEPRESSION
CATCH BASIN WITH WIDE GUTTER



SECTION A-A
(Type D Curb & Gutter Shown)



SECTION B-B
(Type D Curb & Gutter Shown)

GENERAL NOTES

1. No inlet depression shall extend into a traffic lane.
2. Maximum combined inlet and gutter depression is 3". See Section A-A.
3. Maximum distance along curb between catch basins where full gutter depression is used is 10'.
4. See Std Dwg C-15.80 for aprons used with Std Dwg C-15.80 Catch Basin.

LEGEND

- ○ - Normal pavement or gutter flow line elevation.
- ● - Depressed elevation.
- ⊖ - Straight grade with downward slope.
- W - Normal gutter width per Std Dwg C-05.10.
- ▲ - For Types 1, 3, & 5 Catch Basin.
- ⊕ - For Type 4 Catch Basin & Std Dwg C-15.91.

APPROVED FOR DESIGN	STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION ROADWAY STANDARD DRAWINGS	REV. 5/12
APPROVED FOR DISTRIBUTION	CATCH BASIN MISCELLANEOUS DETAILS	DRAWING NO. C-15.70 Sheet 1 of 2 ①

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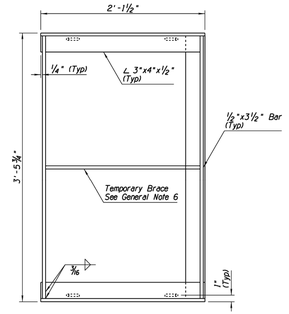
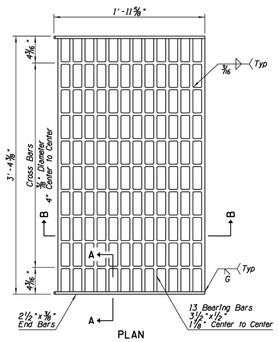
NO	DESCRIPTION OF REVISIONS	MADE BY	DATE
1	REVISED GRATE DIMENSIONS AND REISSUED STANDARD	RLF	7/05
2			
3			
4			



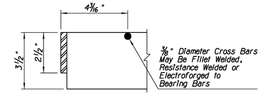
PLAN



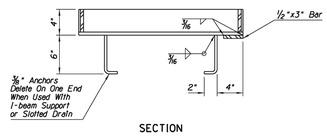
PLAN

GENERAL NOTES

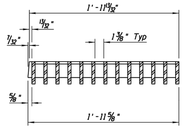
1. Grating units and frames shall be fabricated from structural steel ASTM A36 except as noted.
2. All welding shall be in accordance with Std Spec 604-3.06.
3. The completed assembly shall be given one shop coat of Number 1 paint.
4. Frames and grates shall fit to a maximum rock of 1/32" at any point.
5. Grate opening is 3.60 Sq Ft.
6. Bracing of frame is recommended for handling and placement purposes.
7. Frame and Grate to be used with Std Dwgs C-15.10, C-15.30 and C-15.40.
8. Grate may be used with Std Dwg C-15.92 Frame.



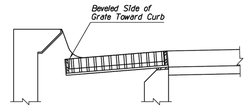
SECTION A-A



SECTION
FRAME



SECTION B-B
GRATE
①



TYPICAL INSTALLATION
C-15.10 Catch Basin Shown
Similar for C-15.30 and C-15.40

APPROVED FOR DESIGN	STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION ROADWAY STANDARD DRAWINGS	REV. 5/12
APPROVED FOR DISTRIBUTION	CATCH BASIN FRAME AND GRATE	DRAWING NO. C-15.50

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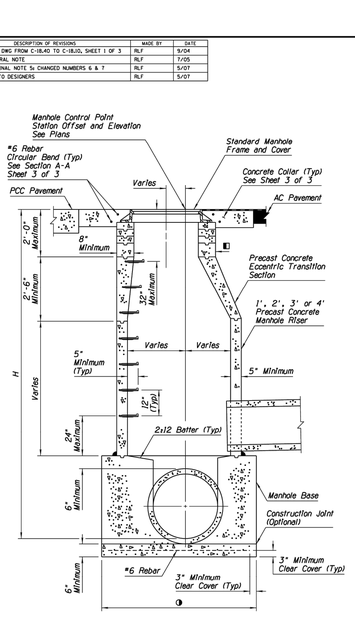
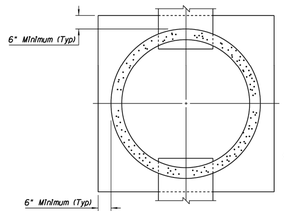
NO	DESCRIPTION OF REVISIONS	MADE BY	DATE
1	RENAMED STD DWG FROM C-18.40 TO C-18.10, SHEET 1 OF 3	RLF	9/04
2	REVISED GENERAL NOTE	RLF	7/05
3	DELETED ORIGINAL NOTE 5; CHANGED NUMBERS 6 & 7	RLF	5/07
4	ADDED NOTE TO DESIGNERS	RLF	5/07



SECTION
NORMAL INSTALLATION
STANDARD BASE



SECTION A-A

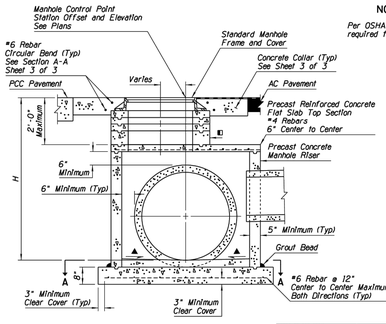
GENERAL NOTES

1. Pipe sizes and elevations are shown on plans.
2. The manhole height, H, shall be measured from the lowest invert elevation to the top of the manhole frame.
3. Concrete for cast-in-place manholes shall be Class B.
② 4. All manholes deeper than 56 inches shall have steps. Manhole steps shall be constructed in accordance with AASHTO M199. Where precast manholes are used, the steps shall be installed at the same time sections are cast.
③ 5. Precast manhole sections shall be manufactured in accordance with AASHTO M199, except that the compressive strength of each section shall be determined and accepted in accordance with Std Spec 1006-7.
③ 6. Manhole size, location and elevation shall be as shown on plans.
③② 7. Backfill material shall be compacted to at least 95 percent of the maximum density per the applicable test method of the ADOT Materials Testing Manual.
◧ 4', 6', 8' or 12' (30" Inside Diameter) Grade Rings
▲ 1/4"/ft
◑ See Sheet 2 of 3

④

NOTE TO DESIGNERS

Per OSHA requirements, special treatments are required for heights exceeding 30 ft.



SECTION
SHALLOW INSTALLATION
SLAB BASE

APPROVED FOR DESIGN	STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION ROADWAY STANDARD DRAWINGS	REV. 5/12
APPROVED FOR DISTRIBUTION	MANHOLE RISER DETAILS	DRAWING NO. C-18.10 Sheet 1 of 3 ①

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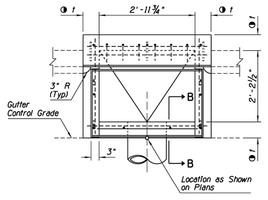
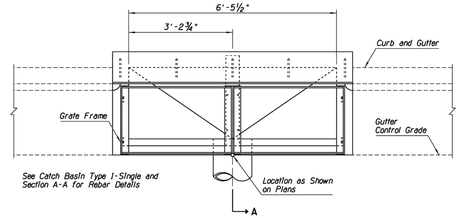
NO	DESCRIPTION OF REVISIONS	MADE BY	DATE
1	REVISED NOTE * 5	RLF	7/05
2	REMOVED UNIT OF MEASURE FROM WELD SPECIFICATION	RLF	4/06
3			
4			



PLAN - CATCH BASIN TYPE 1 - SINGLE

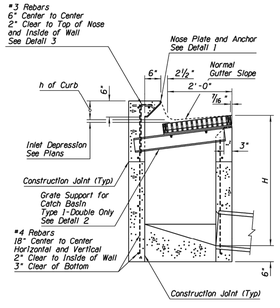
Dimensions are Common to Catch Basin Type 1-Single Except as Shown



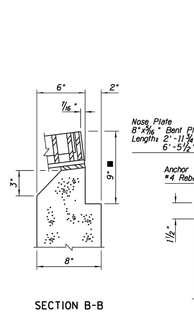
PLAN - CATCH BASIN TYPE 1 - DOUBLE

GENERAL NOTES

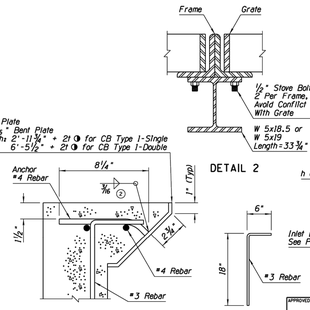
1. Catch basin used at roadway sag.
2. Pipes can be placed in any wall.
3. Sump floor shall be a wood troweled finish with a minimum 4:1 slope in all directions to outlet.
4. All rebar shall be ASTM A36.
5. All welding shall be in accordance with Std Spec 604-3.06.
6. Grate, frame, beam and nose plate shall be given one shop coat of Number 1 paint.
7. All concrete shall be Class B.
8. Construction joints and drains shall be placed to meet field conditions. See Std Dwg C-15.70.
9. Any specified inlet depression shall be warped to opening according to Std Dwg C-15.70.
10. Silicone sealant shall be placed between the grate frame and PCCP, recessed 1/4" from the pavement surface.
11. Curb opening areas, sq. ft., for Type 1-single and Type 1-double equal 0.25 and 0.54, respectively, for each inch of "h" + inlet depression - 2.35". See Std Dwg C-15.70.
12. See Std Dwg C-15.50 for grate and frame details and grate opening areas.
13. ◑ 1 = 6" when H is 8' or less
8" when H is greater than 8'
See Section B-B
■ = 9" when pavement is AC
Match pavement thickness when pavement is PCCP



SECTION A-A



SECTION B-B
USE THIS SECTION WHEN T=8"



DETAIL 1

DETAIL 2

DETAIL 3

DETAIL FOR WIDE GUTTER
(SEE STD DWG C-05.10)

APPROVED FOR DESIGN	STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION ROADWAY STANDARD DRAWINGS	REV. 5/12
APPROVED FOR DISTRIBUTION	CATCH BASIN TYPE 1	DRAWING NO. C-15.10

normal.dgn

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REV	DATE	DESCRIPTION	INIT
1	11-15-2023	REVISED PER CITY REVIEW LETTER DATED 9-20-2023	MDT
2	01-15-2024	REVISED PER CITY REVIEW LETTER DATED 12-18-2023	MDT
3	03-20-2024	REVISED PER CITY REVIEW LETTER DATED 2-8-2024	MDT
4	05-02-2024	REVISED PER CITY REVIEW LETTER DATED 4-9-2024	MDT

REVISIONS

Registered Professional Engineer (Civil) CERTIFICATE NO. 77934 ERIC S. BEALS 5/02/24 REGISTERED ARIZONA, U.S.A.

Eric Beals

ViewPoint Engineering
2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702
FIRM No. F-23395
viewpointengineering.com

DWN BY: M TOTH
CHK BY: E BEALS

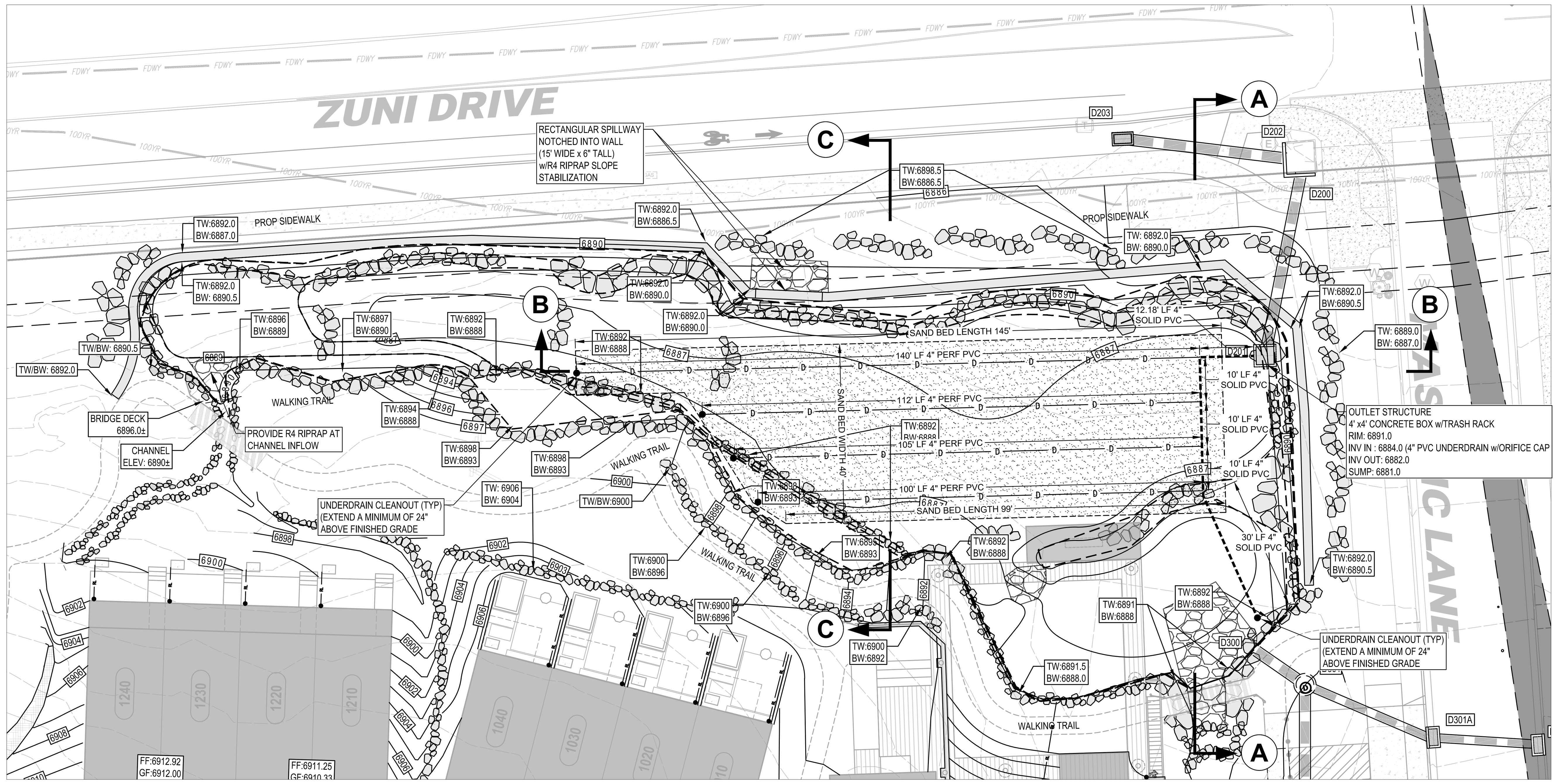
PROJECT: PINEHAVEN
RESIDENTIAL LAND DEVELOPMENT
2655 W. KINGMAN LANE
COCONINO COUNTY, ARIZONA

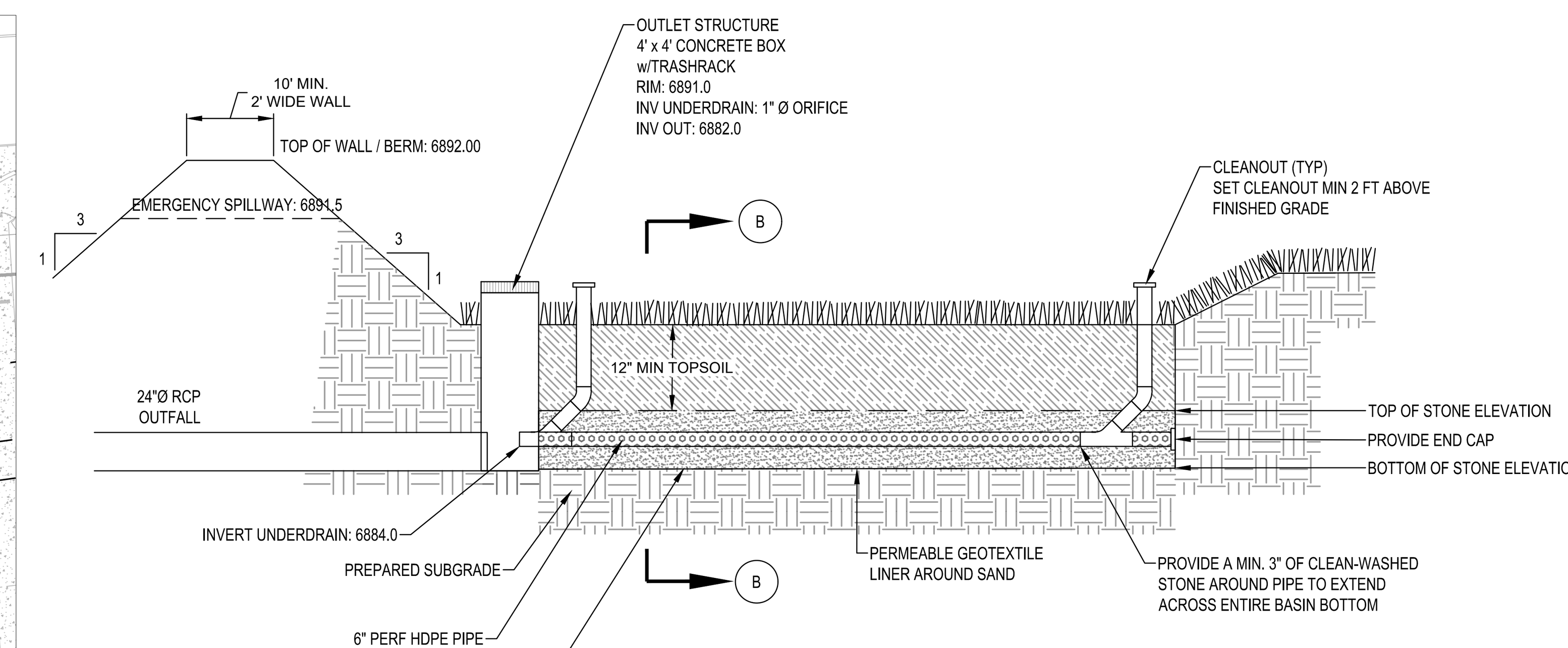
APPLICANT: RODG DT FLAGSTAFF PROP CO LLC
2121 E. 6TH STREET, SUITE 203, AUSTIN, TEXAS 78702

TITLE: SITE PLAN REVIEW
STORMWATER DETAILS

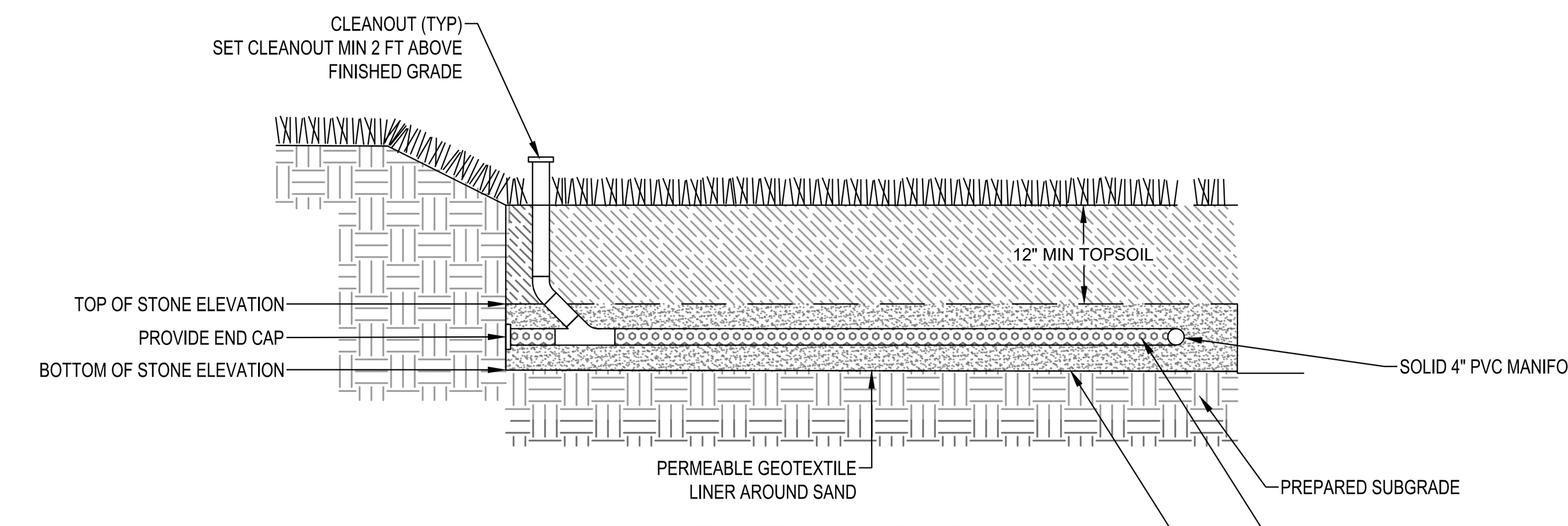
PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID C322
REV 4

SHEET 20 of 46

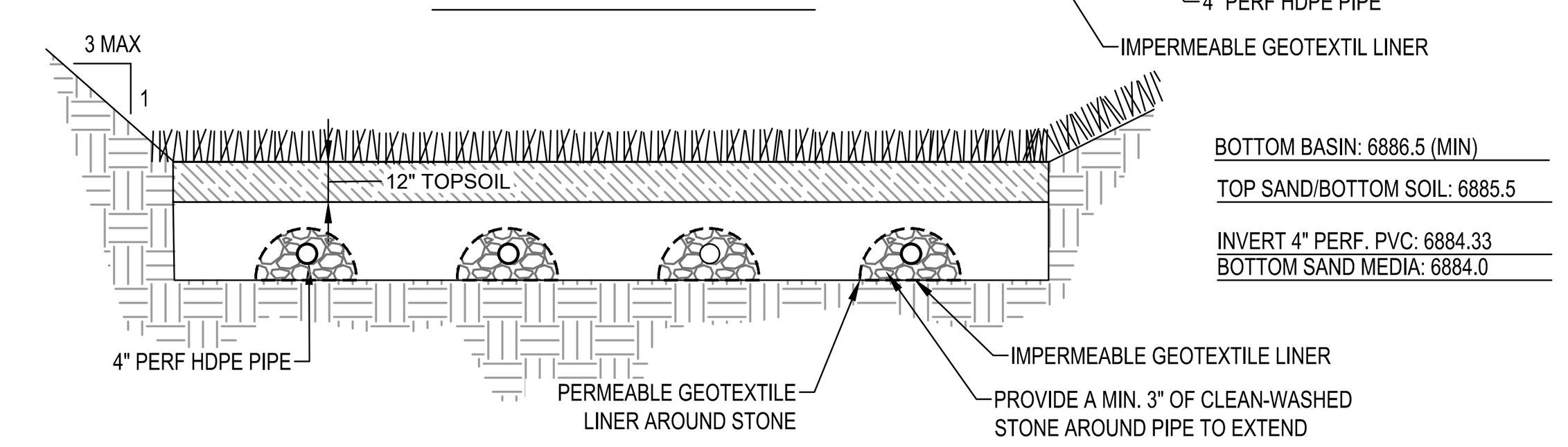




SECTION A-A



SECTION B-B



SECTION C-C

NOTES:

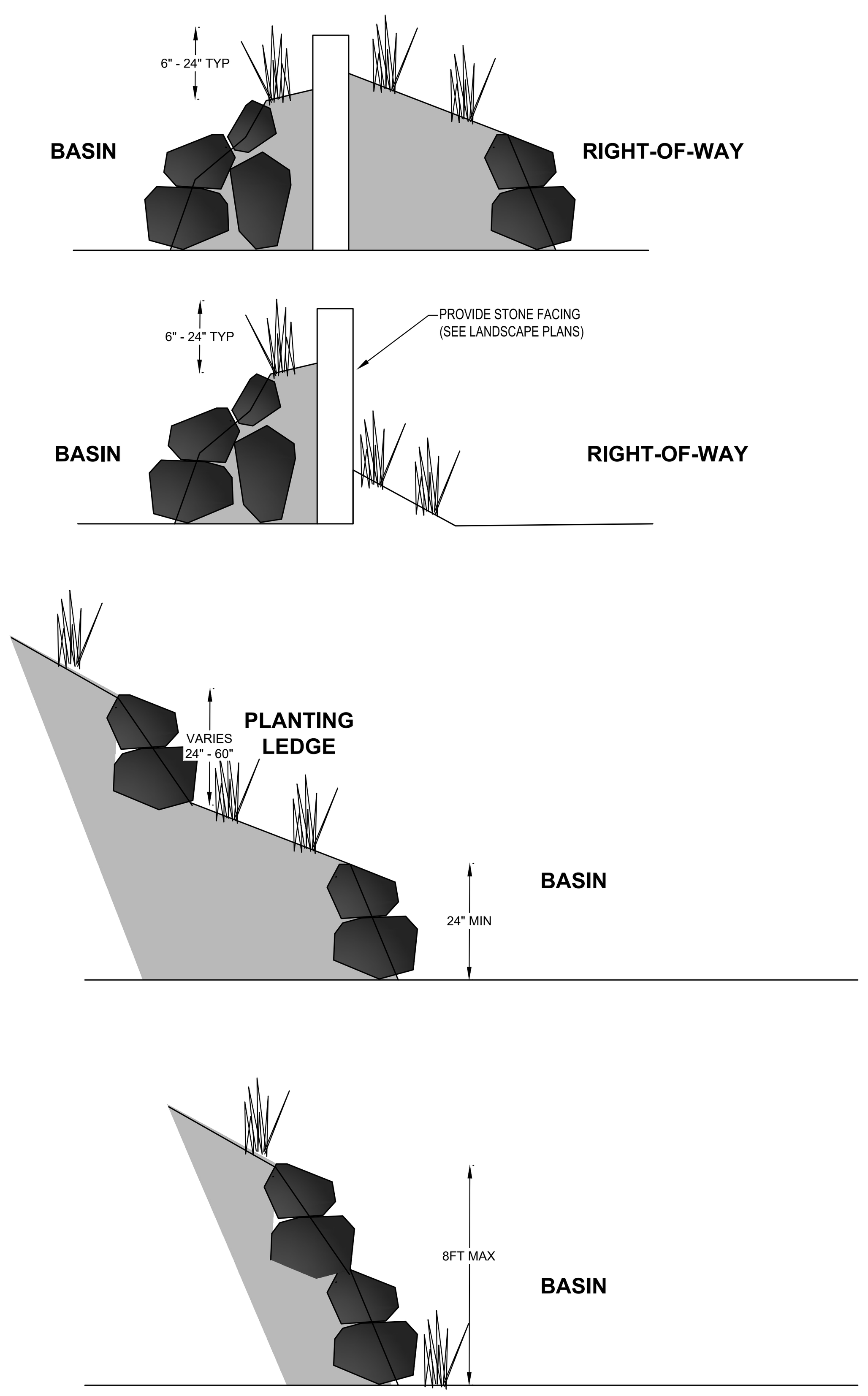
1. TEXTURE OF PLANTING SOIL SHOULD CONFORM TO THE CLASSIFICATION WITHIN THE USDA TRIANGLE FOR SANDY LOAM OR LOAMY SAND. PLANTING SOIL SHOULD BE A MIXTURE OF SAND, SILT, AND CLAY PARTICLES AS REQUIRED TO MEET THE CLASSIFICATION. RANGES OF PARTICLE SIZE DISTRIBUTION, AS DETERMINED BY PIPETTE METHOD IN COMPLIANCE WITH ASTM F-1632.
2. PLANTING SOIL SHOULD BE SCREENED AND FREE OF STONES LARGER THAN A HALF-INCH (½"; 12.7 mm) IN ANY DIMENSION. NO MORE THAN TEN PERCENT (10%) OF THE SOIL VOLUME SHOULD BE COMPOSED OF SOIL PEDS GREATER THAN ONE INCH (1").
3. CLODS, OR NATURAL CLUMPS OF SOILS, GREATER THAN THREE INCHES (3") IN ANY DIMENSION SHOULD BE ABSENT FROM THE PLANTING SOIL. SMALL CLODS RANGING FROM ONE TO THREE INCHES (1-3") AND PEDS, NATURAL SOIL CLUMPS UNDER ONE INCH (1") IN ANY DIMENSION, MAY BE PRESENT BUT SHOULD NOT MAKE UP MORE THAN TEN PERCENT (10%) OF THE SOIL BY VOLUME.
4. THE pH OF THE PLANTING SOIL SHOULD HAVE A RANGE OF 5.8-7.1.
5. SOLUBLE SALTS SHOULD BE LESS THAN 2.0 mmhos/cm (dS/m), TYPICALLY AS MEASURED BY 1:2 SOIL-WATER RATIO BASIC SOIL SALINITY TESTING. SODIC SOILS (EXCHANGEABLE SODIUM PERCENTAGE (ESP) GREATER THAN 15 AND/OR SODIUM ADSORPTION RATIO (SAR) GREATER THAN 13) SHALL NOT BE ACCEPTABLE FOR USE REGARDLESS OF AMENDMENT.
6. ORGANIC CONTENT OF PLANTING SOIL SHOULD HAVE A RANGE OF THREE TO FIFTEEN PERCENT (3-15%) BY WEIGHT AS DETERMINED BY LOSS ON IGNITION (ASTM D2974). TO ADJUST ORGANIC CONTENT, PLANTING SOIL MAY BE AMENDED, PRIOR TO PLACING AND FINAL GRADING, WITH THE ADDITION OF ORGANIC COMPOST.
7. ALL AGGREGATE WITHIN THE STONE STORAGE BED SHALL BE CLEAN-WASHED, DEFINED AS HAVING LESS THAN 0.5% WASH LOSS, BY MASS, WHEN TESTED PER THE AASHTO T-11 WASH LOST TEST.
8. THE BASIN EMBANKMENT SHALL BE PLACED IN EIGHT-INCH MINIMUM LIFTS TO A MINIMUM NINETY-FIVE (95) PERCENT DRY DENSITY. PRIOR TO PROCEEDING TO THE NEXT LIFT, COMPACTION SHALL BE CHECKED BY THE TOWNSHIP ENGINEER OR AN APPROVED SOILS ENGINEER WHO SHALL PROVIDE THE TOWNSHIP ENGINEER WITH A WRITTEN REPORT. COMPACTION TESTS SHALL BE PERFORMED USING THE MODIFIED PROCTOR METHOD IN ACCORDANCE WITH ASTM D-1577. COMPACTION TESTS SHALL BE RUN ON THE LEADING AND TRAILING EDGE AS WELL AS THE TOP OF BERM.

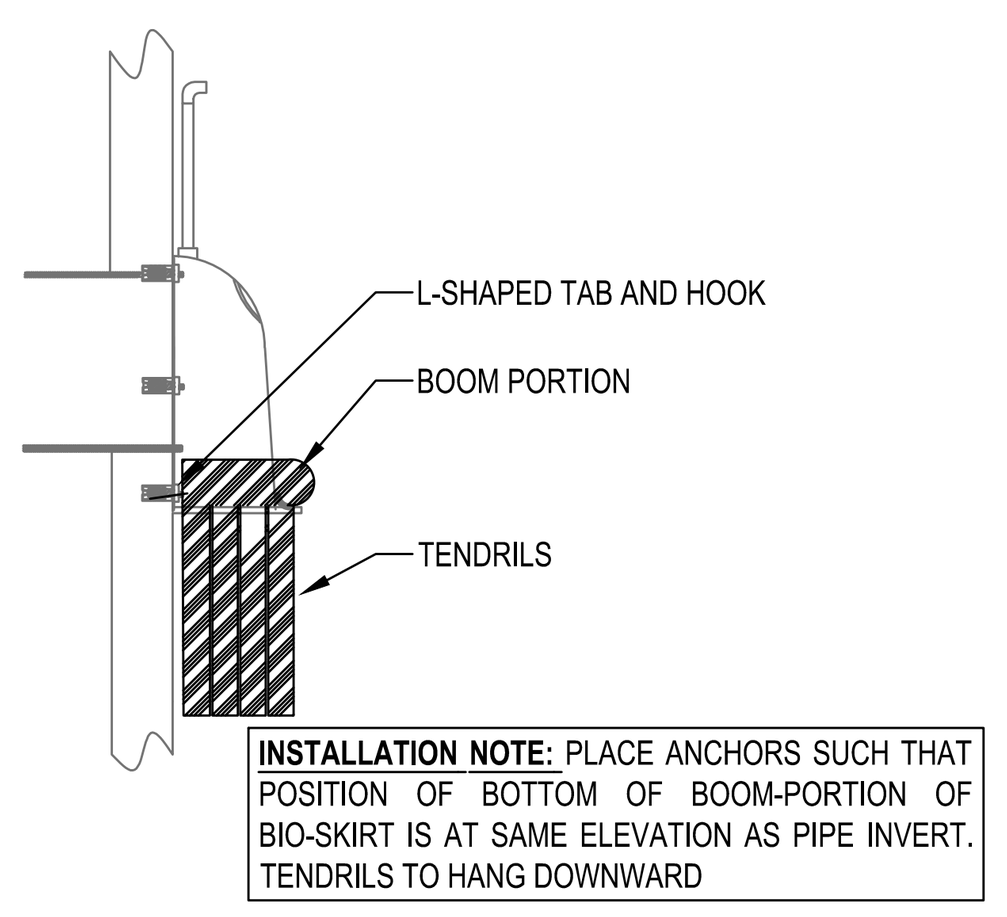
MAINTENANCE:

1. THE PERMITTED SHALL BE REQUIRED TO FOLLOW THE MAINTENANCE PROCEDURES OUTLINES BELOW AND IN ACCORDANCE WITH THE OPERATION AND MAINTENANCE NOTES ON THE PCSM NOTES SHEET OF THIS PLAN SET.
2. MAINTENANCE IS NECESSARY TO ENSURE PROPER FUNCTIONALITY OF THE EXTENDED DETENTION BASIN AND SHOULD TAKE PLACE ON A QUARTERLY BASIS. A BASIN MAINTENANCE PLAN SHOULD BE DEVELOPED WHICH INCLUDES THE FOLLOWING MEASURES:
   - ALL BASIN STRUCTURES EXPECTED TO RECEIVE AND/OR TRAP DEBRIS AND SEDIMENT SHOULD BE INSPECTED FOR CLOGGING AND EXCESSIVE DEBRIS AND SEDIMENT ACCUMULATION AT LEAST FOUR TIMES PER YEAR, AS WELL AS AFTER EVERY STORM GREATER THAN 1 INCH.
   - STRUCTURES INCLUDE BASIN BOTTOMS, TRASH RACKS, OUTLETS STRUCTURES, RIPRAP OR GABION STRUCTURES, AND INLETS.
   - SEDIMENT REMOVAL SHOULD BE CONDUCTED WHEN THE BASIN IS COMPLETELY DRY. SEDIMENT SHOULD BE DISPOSED OF PROPERLY AND ONCE SEDIMENT IS REMOVED, DISTURBED AREAS NEED TO BE IMMEDIATELY STABILIZED AND REVEGETATED.
   - MOWING AND/OR TRIMMING OF VEGETATION SHOULD BE PERFORMED AS NECESSARY TO SUSTAIN THE SYSTEM, BUT ALL DETRITUS SHOULD BE REMOVED FROM THE BASIN.
   - VEGETATED AREAS SHOULD BE INSPECTED ANNUALLY FOR EROSION.
   - VEGETATED AREAS SHOULD BE INSPECTED ANNUALLY FOR UNWANTED GROWTH OF EXOTIC/INVASIVE SPECIES.
   - VEGETATIVE COVER SHOULD BE MAINTAINED AT A MINIMUM OF 95 PERCENT. IF VEGETATIVE COVER HAS BEEN REDUCED BY 10%, VEGETATION SHOULD BE REESTABLISHED.

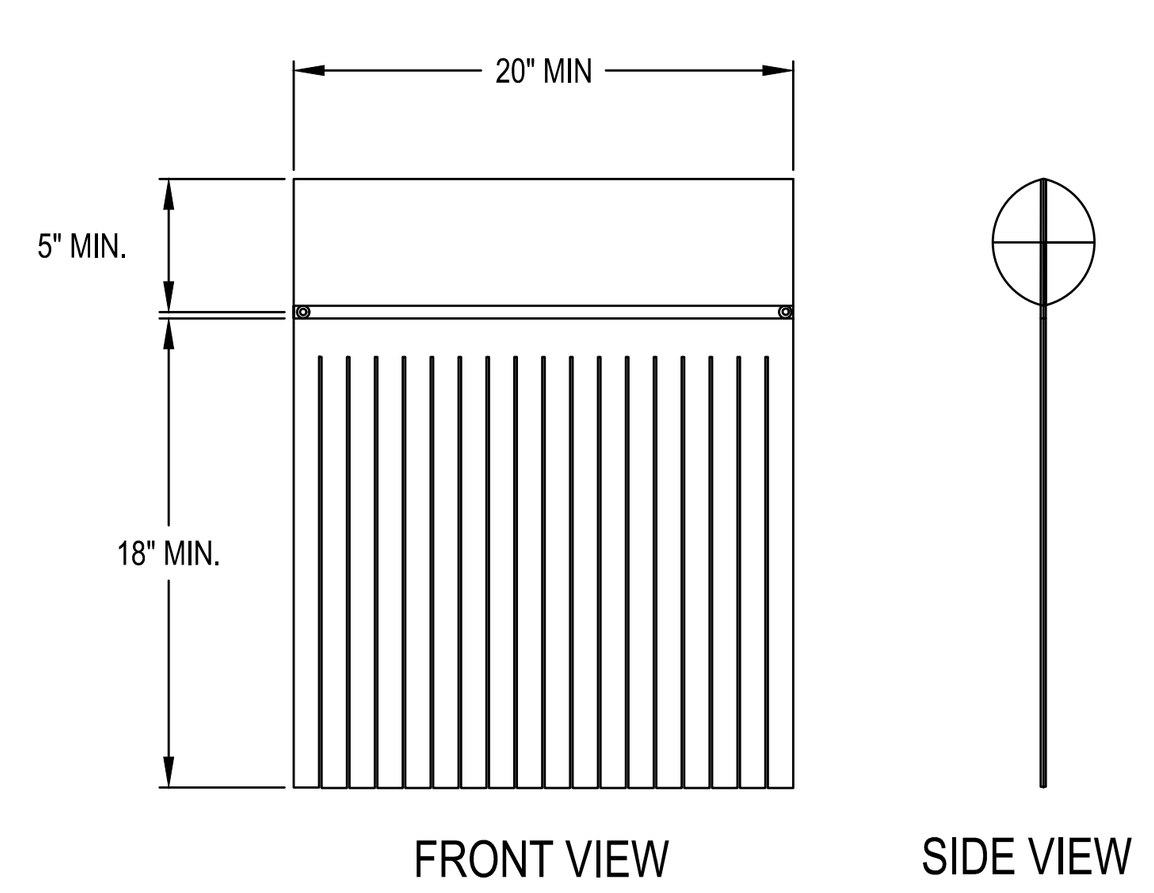
C1 BASIN DETAIL

NOT TO SCALE

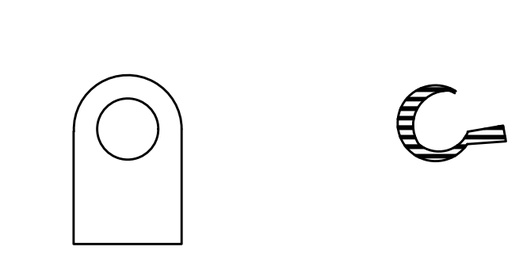




INSTALLATION DETAIL



CONFIGURATION DETAIL



L-SHAPED TAB AND HOOK

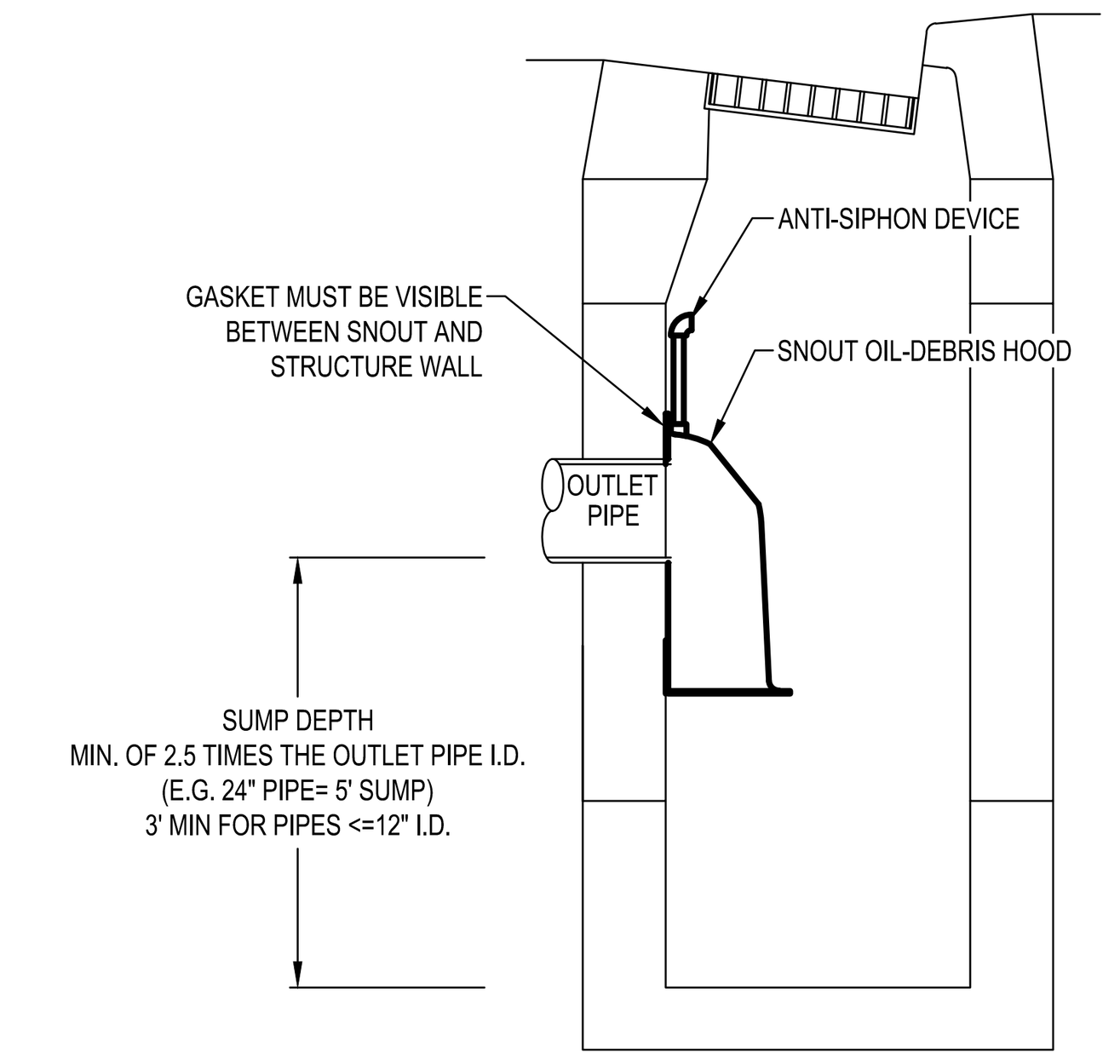
NOTES:

1. MANUFACTURER: ALL NEW CATCH BASINS OR WATER QUALITY STRUCTURES SHALL BE OUTFITTED WITH THE BIO-SKIRT(R) HYDROCARBON REDUCING SKIRTED BOOM AS MANUFACTURED BY: (OR PRE-APPROVED EQUAL)
   BEST MANAGEMENT PRODUCTS, INC.
   9 MATHEWS DRIVE, UNITS A1-A2
   EAST HADDAM, CT 06423
   TOLL FREE (800) 504-8008 OR (888) 434-0277
   WEB SITE: WWW.BMPINC.COM
2. THE SKIRTED BOOM SHALL BE COMPRISED OF AN UPPER BOOM PORTION THAT IS AN ADSORBENT FABRIC COVERED FLOATING BOOM OF 5" MINIMUM DIAMETER WITH AN INTEGRAL LOWER SKIRT PORTION COMPRISED OF FABRIC TENDRILS OF AN 18" MINIMUM LENGTH THAT HANG BENEATH THE BOOM.
3. ALL BOOMS SHALL BE MADE FROM GEO-TEXTILE QUALITY NEEDLE-WOVEN FILTRATION FABRIC MANUFACTURED FROM 100% RECYCLED SELECT FIBERS WITH A 0.125" MINIMUM THICKNESS.
4. ALL FABRIC SHALL BE PROTECTED WITH A COVALENTLY SURFACE BONDED NON-LEACHING ANTIMICROBIAL AGENT AND BOOMS SHALL DISPLAY A TAG INDICATING "ANTIMICROBIAL" WHICH PRESERVES THE SERVICE LIFE OF THE UNIT.
5. THE BIO-SKIRT SHALL BE POSITIONED IN FRONT OF THE EXIT PIPE AND SNOUT® OIL-DEBRIS SEPARATOR IF SO EQUIPPED (THE PREFERRED APPLICATION OF THE BIO-SKIRT IS TO BE DEPLOYED WITH THE SNOUT).
6. THE SKIRTED BOOM SHALL BE SECURELY ATTACHED TO THE STRUCTURE WALL ON EACH SIDE OF THE EXIT PIPE WITH 3/8" STAINLESS STEEL BOLTS, STAINLESS STEEL TABS, PLASTIC-COMPOSITE HOOKS AND ELASTOMERIC CORD AS FOUND IN MANUFACTURER SUPPLIED IN INSTALLATION KIT.
7. FOR APPLICATIONS WHERE MULTIPLE BIO-SKIRTS ARE DEPLOYED TOGETHER FOR LARGER SNOUTS (E.G. ON 24" AND LARGER SNOUTS PER SCHEDULE BELOW*), CONNECT SKIRTS GROMMET TO GROMMET WITH HOOKS AND CORD AS SUPPLIED IN THE INSTALLATION KIT.

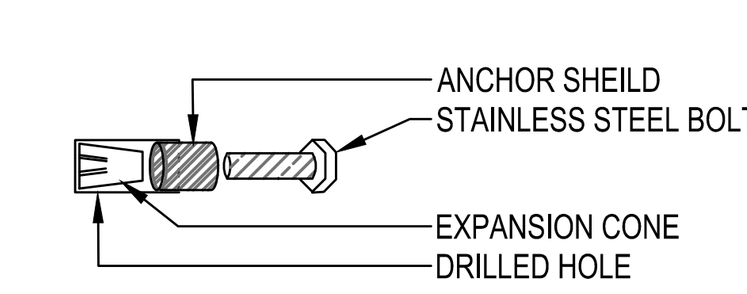
TYPICAL DEPLOYMENT SCHEDULE:
- 12-18" SNOUT- ONE BIO-SKIRT
- 24-30" SNOUT- TWO BIO-SKIRTS
- 36-52" SNOUT- THREE BIO-SKIRTS
- 72" AND UP, CALL 800-504-8008 FOR GUIDANCE.

D1 BMP INLET SNOUT - BIOSKIRT DEVICE

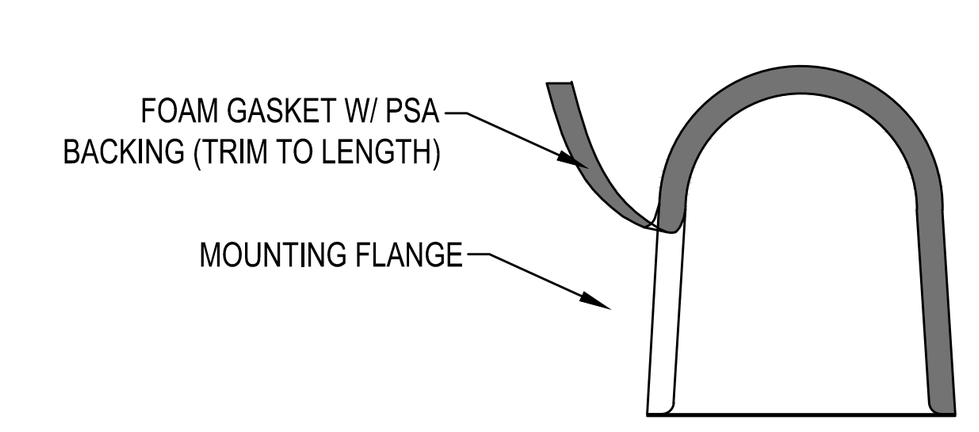
NOT TO SCALE



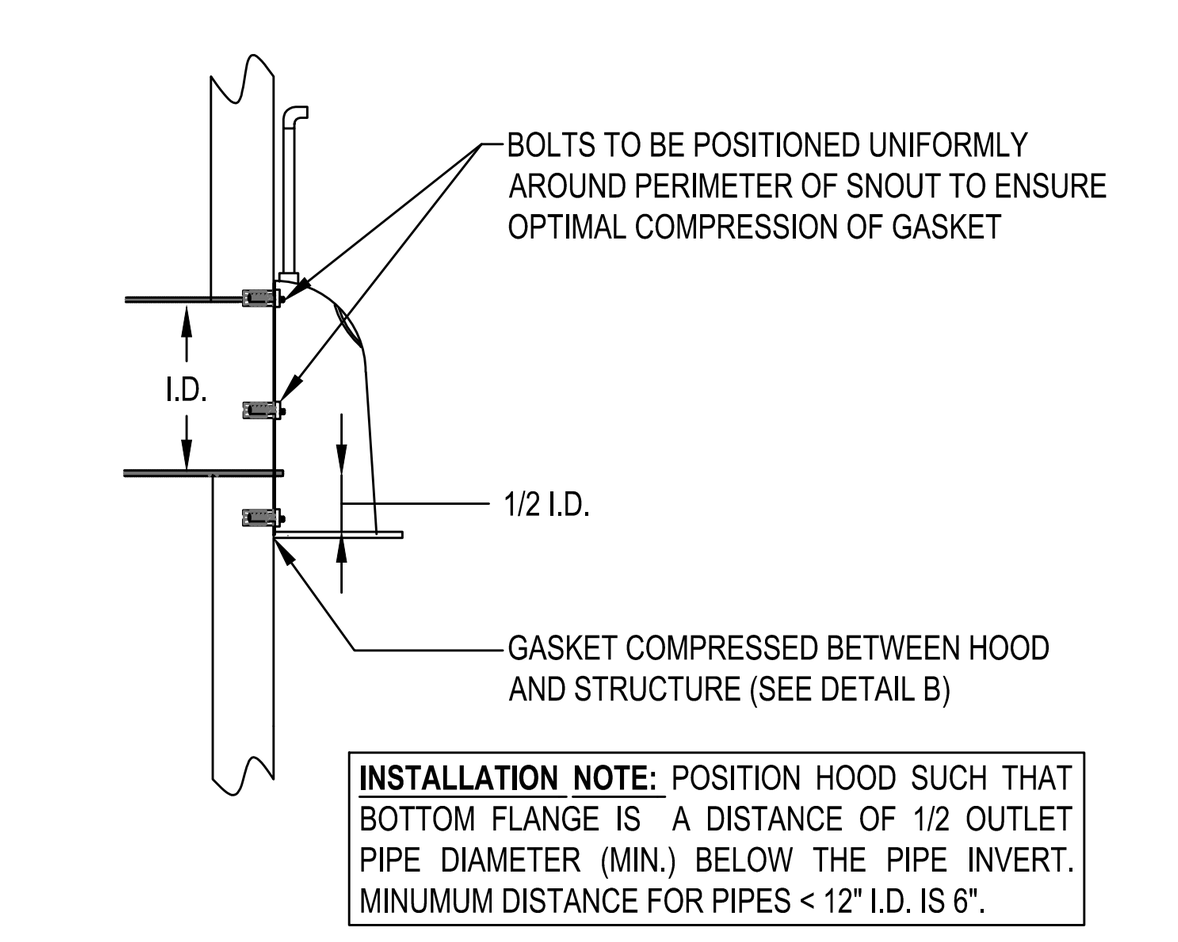
TYPICAL INSTALLATION



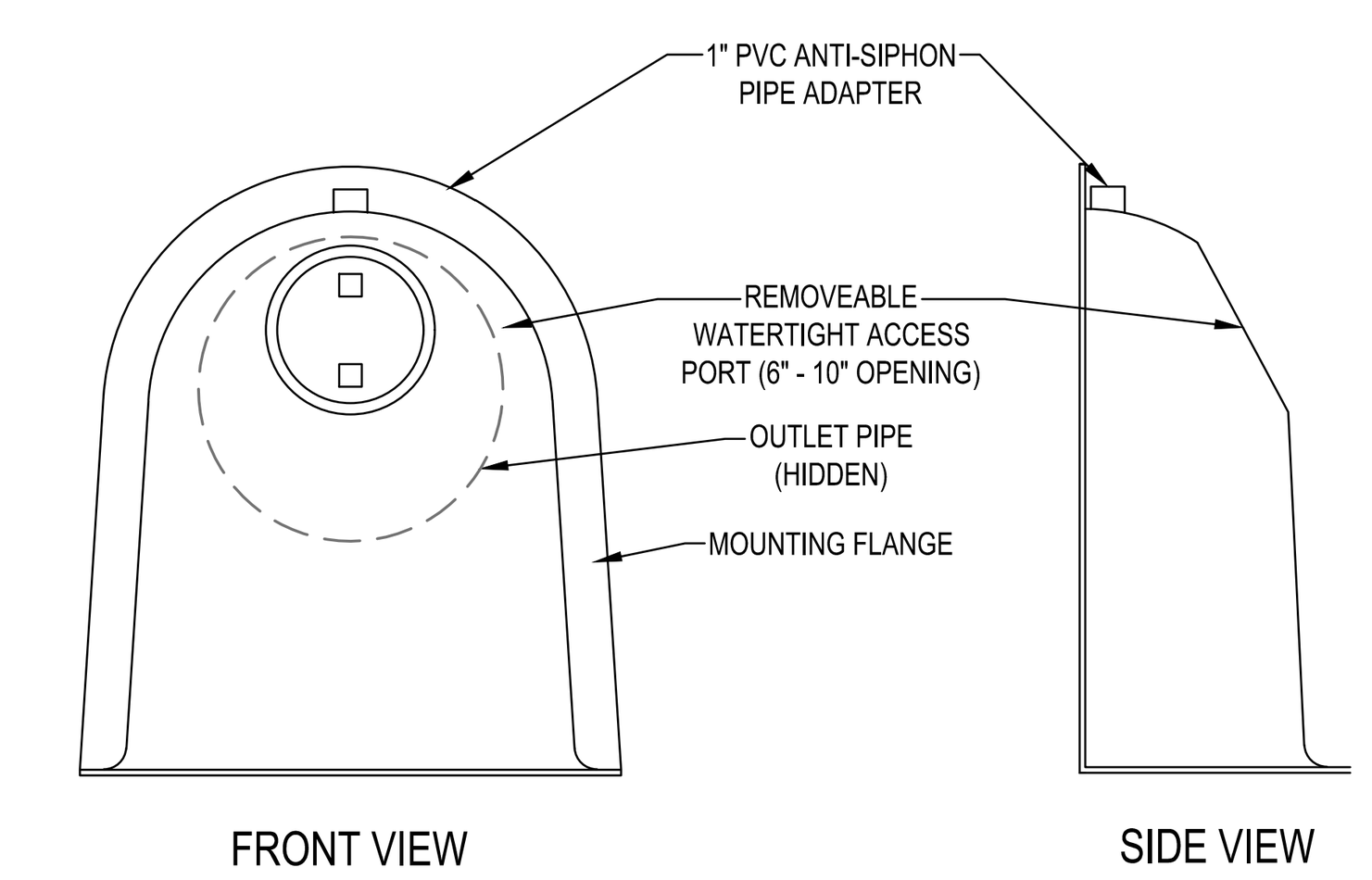
DETAIL A



DETAIL B



INSTALLATION DETAIL



CONFIGURATION DETAIL

NOTES:

1. MANUFACTURER: ALL HOODS AND TRAPS FOR CATCH BASINS AND WATER QUALITY STRUCTURES SHALL BE PROVIDED BY:
   BEST MANAGEMENT PRODUCTS, INC.
   53 MT. ARCHER RD.
   LYME, CT 06371
   TOLL FREE: (800) 504-8008 OR (877) 434-3197
   WEB SITE: www.bmpinc.com
2. CONFIGURATION: ALL HOODS SHALL BE EQUIPPED WITH A WATERTIGHT ACCESS PORT, A MOUNTING FLANGE, AND AN ANTI-SIPHON VENT AS DRAWN. (SEE CONFIGURATION DETAIL)
3. PIPE COVERAGE: THE SIZE OF THE HOOD SHALL PERMIT THE O.D. OF THE OUTLET PIPE TO BE COVERED COMPLETELY.
4. HOOD POSITION: THE BOTTOM OF THE HOOD SHALL EXTEND DOWNWARD A MINIMUM DISTANCE EQUAL TO 1/2 THE OUTLET PIPE I.D. WITH A MINIMUM DISTANCE OF 6" FOR PIPES <12" I.D. GREATER INSERTION DEPTH IS PERMISSIBLE.
5. ANTI-SIPHON VENT: VENT WITH ELBOW AND FEMALE ADAPTER SHALL EXTEND ABOVE HOOD BY MINIMUM OF 3" AND A MAXIMUM OF 24" ACCORDING TO STRUCTURE CONFIGURATION.
6. MOUNTING SURFACE PREPARATION: THE SURFACE OF THE STRUCTURE WHERE THE HOOD IS MOUNTED SHALL BE FINISHED SMOOTH AND FREE OF LOOSE MATERIAL.
7. SNOUT/SRUCTURE INTERFACE: THE HOOD SHALL BE SECURELY ATTACHED TO STRUCTURE WALL WITH 3/8' STAINLESS STEEL BOLTS. OIL-RESISTANT GASKET AS SUPPLIED BY MANUFACTURER MUST BE INSTALLED TO PROVIDE PROPER SEAL. (SEE DETAIL "B")
8. ACCESSORIES: IF OIL BOOMS OR FLOW DEFLECTORS ARE SPECIFIED, THEY MUST BE INSTALLED AND PRESENT FOR INSPECTION.
9. INSTALLATION INSTRUCTIONS: INSTRUCTIONS SHALL BE FURNISHED UPON REQUEST OF INSPECTOR WITH MANUFACTURER SUPPLIED INSTALLATION KIT. INSTALLATION KIT SHALL INCLUDE:
   - INSTALLATION INSTRUCTIONS
   - PVC ANTI-SIPHON VENT PIPE, FEMALE ADAPTER WITH NUT, O-RING GASKETS
   - OIL-RESISTANT CRUSHED CELL FOAM GASKET WITH PSA BACKING
   - 3/8" STAINLESS STEEL BOLTS
   - ANCHOR SHIELDS

(SEE BELOW FOR MULTI-PART SNOUTS 36F, 48F, 54R, 96F AND SPLIT SNOUTS ONLY) STAINLESS NUTS AND BOLTS PLUS GASKET TO SECURE TOP AND BOTTOM OF SNOUT. US Patent # 6126817 CANADIAN Patent # 2285146

C1 BMP INLET SNOUT DEVICE

NOT TO SCALE

REVISIONS

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1	11-16-2023	REVISED PER CITY REVIEW LETTER DATED 9-20-2023	MDT
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Registered Professional Engineer (Civil) CERTIFICATE NO. 77934 ERIC S. BEALS DATE SIGNED 5/02/24 ARIZONA, U.S.A.

ViewPoint Engineering
2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702
FIRM No. F-23395
viewpointengineering.com

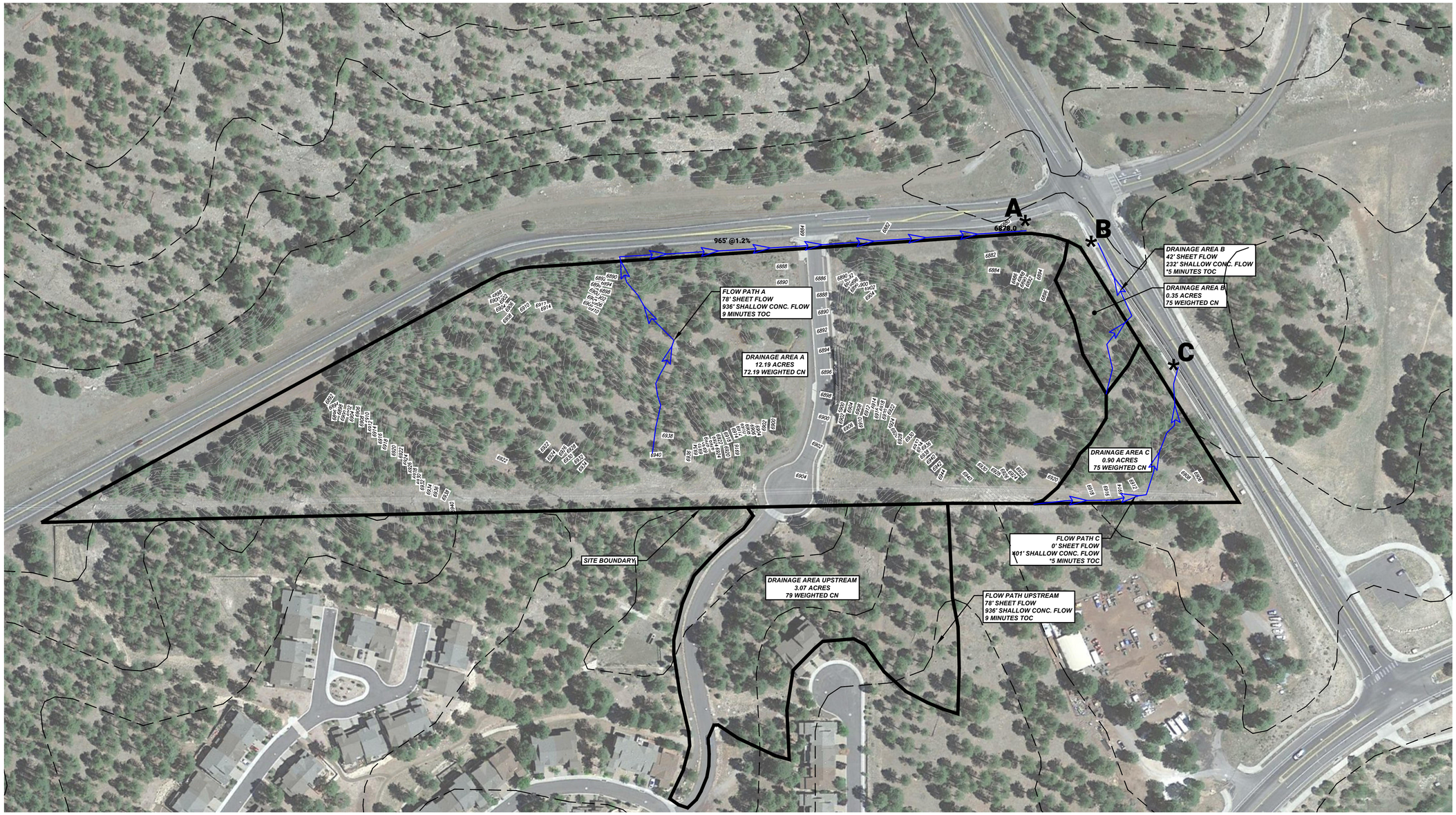
DWN BY: M TOTH
CHK BY: E BEALS

PROJECT: PINEHAVEN RESIDENTIAL LAND DEVELOPMENT
2951 S. MASONIC LANE
COCONINO COUNTY, ARIZONA

APPLICANT: RODG DT FLAGSTAFF PROP CO LLC
2121 E. 6TH STREET, SUITE 203, AUSTIN, TEXAS 78702

TITLE: SITE PLAN REVIEW STORMWATER DETAILS

PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID C323 REV 4
SHEET 21 of 46



N

SCALE: 1" = 80'
40 0 40 80

Runoff Discharge Summary Existing Conditions				
Drainage Area ID	Area (AC)	TOC (MIN)	10-YR (CFS)	100-YR (CFS)
A	12.19	13.20	2.78	32.74
UPSTREAM	3.07	13.20	8.16	14.71
B	0.35	5.00	1.35	3.19
C	0.90	5.00	0.82	3.19

EXISTING CONDITIONS COMPOSITE CURVE NUMBER						
Drainage Area ID	Total Area (ac)	Soil Map Symbol	Hydrologic Soil Group	SCS Curve Number	Area for Individual CN	Composite SCS CN
A	12.19	15A	D	75	1.50	72.23
		15B	D	75	7.27	
		13	B	53	2.50	
		Impervious		98	0.92	
UPSTREAM CAPTURE	3.07	15A	D	75	0.58	89.82
		Impervious		98	1.05	
B	0.35	15B	D	75	0.35	75
C	0.9	15B	D	75	0.9	75

STORM FREQ.	PRECIP.
(YRS)	(IN)
2-YR	1.92
10-YR	2.88
100-YR	4.56

NOTE:
A MINIMUM TIME OF CONCENTRATION (TOC) OF 5 MINUTES WAS USED IN AREAS WITH A CALCULATED TOC LESS THAN 5 MINUTES

REVISIONS

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CERTIFICATE NO. 77934
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DATE SIGNED
ARIZONA, U.S.A.

ViewPoint Engineering
2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702
FIRM No. F-23395
viewpointengineering.com

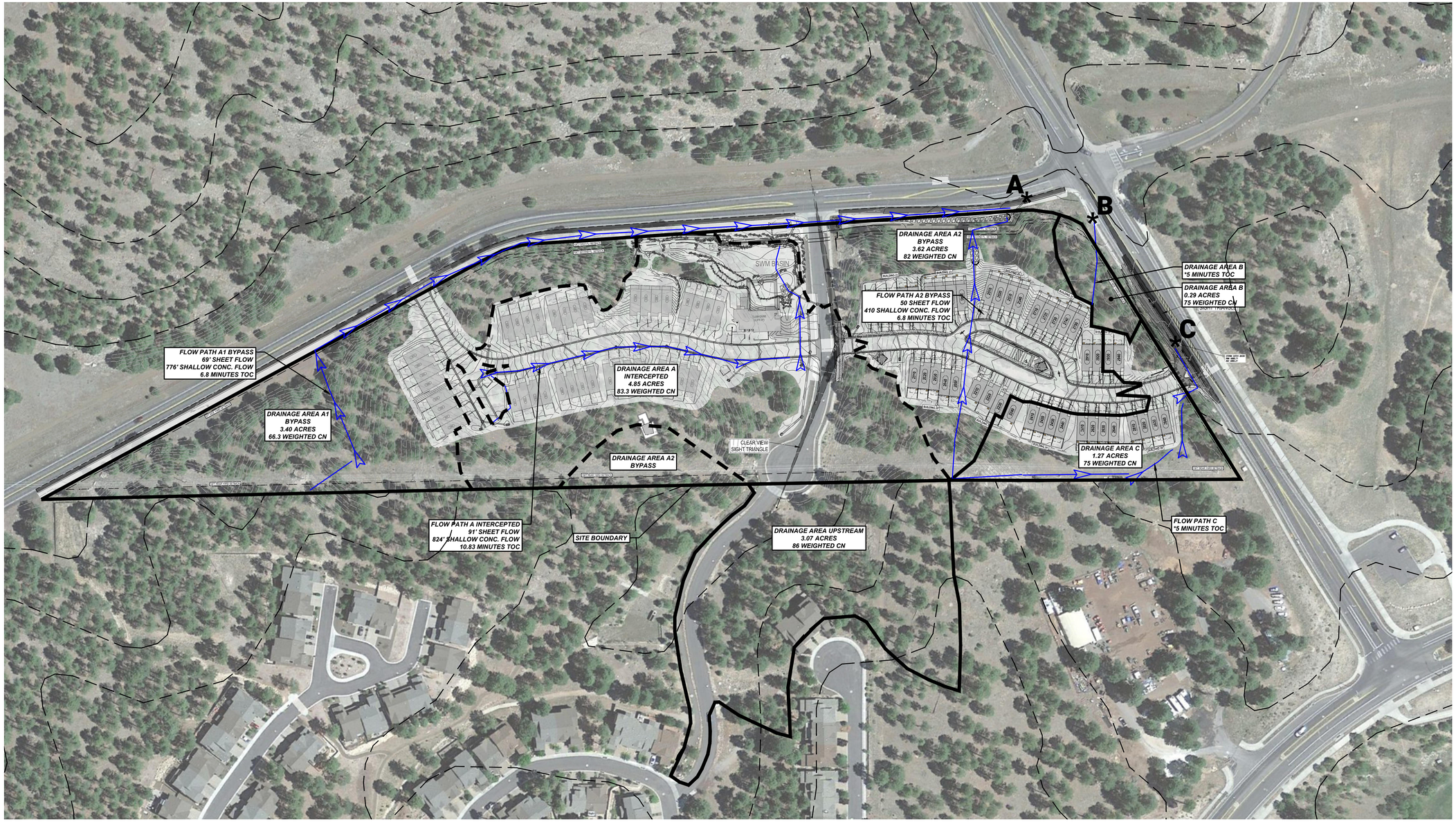
DWN BY: M TOTH
CHK BY: E BEALS

PROJECT: PINEHAVEN RESIDENTIAL LAND DEVELOPMENT
2951 S. MASONIC LANE
COCONINO COUNTY, ARIZONA

APPLICANT: RODG DT FLAGSTAFF PROP CO LLC
2121 E. 6TH STREET, SUITE 203, AUSTIN, TEXAS 78702

TITLE: SITE PLAN REVIEW
PRE-DEVELOPMENT DRAINAGE MAP

PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID C391
REV 4



Runoff Discharge Summary Proposed Conditions

Drainage Area ID	Area (AC)	TOC (MIN)	10-YR (CFS)	100-YR (CFS)
A	4.85	13.40	6.68	16.12
UPSTREAM	3.07	13.20	8.16	14.71
A1_BYPASS	3.40	14.20	1.69	5.97
A2_BYPASS	3.62	6.10	7.87	16.26
B	0.29	5.00	0.43	1.03
C	1.27	5.00	1.90	4.50

STORMWATER SUMMARY

POND ELEV	STORAGE VOLUME (CF)	INTENT
6886.5	0	ROCV
6887	487	ROCV
6888	6,619	ROCV
6889	17,471	ROCV
6890	29,752	RETENTION
6891	42,802	RETENTION

Drainage Area ID	Total Area (ac)	Soil Map Symbol	Hydrologic Soil Group	SCS Curve Number	Area for Individual CN	Composite SCS CN
A	4.85	15B	D	75	3.81	75.0
		13	B	53	0.45	
		Townhomes		92	0.59	
A1_BYPASS	3.40	15B	D	75	1.01	66.3
		13	B	53	1.80	
		Townhomes		92	0.59	
A2_BYPASS	3.62	15A	D	75	1.50	82.0
		15B	D	75	2.45	
		13	B	53	0.25	
		Townhomes		92	3.51	
UPSTREAM CAPTURE	3.07	15A	D	75	0.58	89.8
		MASONIC LN		98	1.05	
C	0.29	15B	D	75	0.29	75.0
D	1.27	15B	D	75	1.27	75.0

STORM FREQ.	PRECIP.
(YRS)	(IN)
2-YR	1.92
10-YR	2.88
100-YR	4.56

NOTE:
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Registered Professional Engineer (Civil)
CERTIFICATE NO.
77934
ERIC S. BEALS
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DATE SIGNED
ARIZONA, U.S.A.

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2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702
FIRM No. F-23395
viewpointengineering.com

DWN BY: M TOTH
CHK BY: E BEALS

PROJECT: PINEHAVEN
RESIDENTIAL LAND DEVELOPMENT
2621 MASONIC LANE
COCONINO COUNTY, ARIZONA

APPLICANT: RODG DT FLAGSTAFF PROP CO LLC
2121 E. 6TH STREET, SUITE 203, AUSTIN, TEXAS 78702

TITLE: SITE PLAN REVIEW
POST-DEVELOPMENT DRAINAGE MAP

PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID C392
REV 4
SHEET 23 of 46



REVISIONS

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PROJECT: PINEHAVEN RESIDENTIAL LAND DEVELOPMENT
2951 S. MASONIC LANE
COCONINO COUNTY, ARIZONA

APPLICANT: RODG DT FLAGSTAFF PROP CO LLC
2121 E. 6TH STREET, SUITE 203, AUSTIN, TEXAS 78702

TITLE: SITE PLAN REVIEW
INLET DRAINAGE AREA MAP (DRIVE 'A')

PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID C393
REV 4
SHEET 24 of 46



PROJECT	**PINEHAVEN** **RESIDENTIAL LAND DEVELOPMENT** 2951 S. MASONIC LANE COCONINO COUNTY, ARIZONA	DWN BY: M TOTH CHK BY: E BEALS
APPLICANT	**RODG DT FLAGSTAFF PROP CO LLC** **2121 E. 6TH STREET, SUITE 203, AUSTIN, TEXAS 78702**	
TITLE	**SITE PLAN REVIEW** **INLET DRAINAGE AREA MAP (DRIVE 'B')**	PROJECT NO. 22004 DATE MAY 30, 2023 REV 4

C394 4
SHEET 25 of 46

ViewPoint Engineering
FIRM No. F-23395
viewpointengineering.com
2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702

Registered Professional Engineer (Civil) ERIC S BEALS 50123 ARIZONA U.S.A.

REVISIONS

REV	DATE	DESCRIPTION	INIT
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2	01-18-2024	REVISED PER CITY REVIEW LETTER DATED 12-18-2023	MDT
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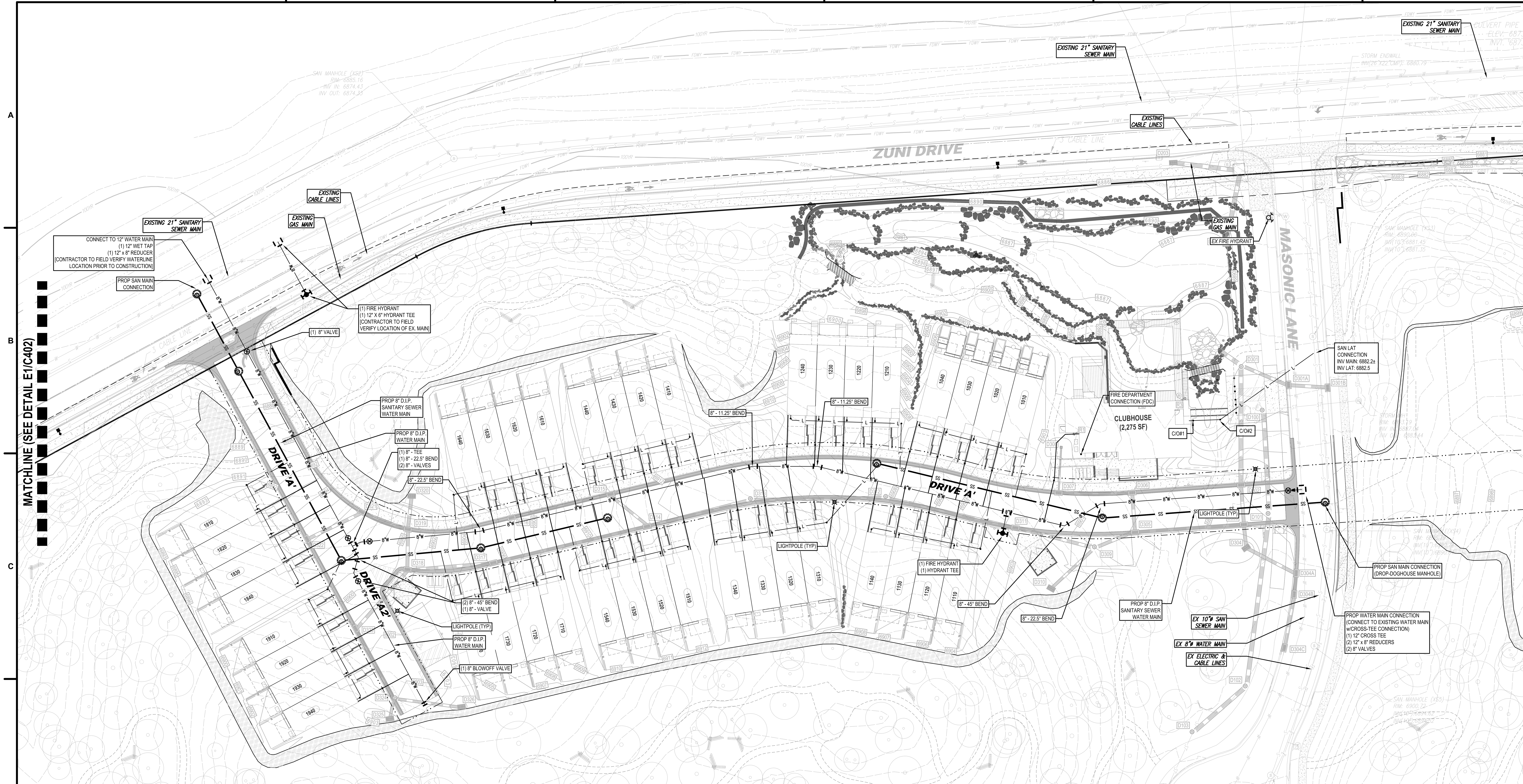
4	05-02-2024	REVISED PER CITY REVIEW LETTER DATED 4-9-2024	MDT



CITY OF FLAGSTAFF - WATER & SEWER NOTES

ALL DESIGN, CONSTRUCTION, TESTING AND INSPECTION SHALL CONFORM TO THE ADEQ REQUIREMENTS: WATER DISTRIBUTION IN ACCORDANCE WITH BULLETINS 10 AND 8, AND SEWER COLLECTION IN ACCORDANCE WITH AAC TITLE 18. IN THE EVENT THE ADEQ REQUIREMENTS CONFLICT WITH THESE STANDARDS, THE MORE RESTRICTIVE SHALL APPLY.

A. ROUGH GRADING SHALL BE COMPLETED WITHIN ONE-TENTH (1/10) OF A FOOT OF PLAN GRADE AND APPROVED BY THE CITY ENGINEER'S AUTHORIZED REPRESENTATIVES PRIOR TO INSTALLATION OF UNDERGROUND UTILITIES.

B. NO TRENCH SHALL BE FILLED WITH BEDDING MATERIAL OR BACKFILL UNTIL THE EXCAVATION AND PIPE LAYING, RESPECTIVELY, HAVE BEEN APPROVED BY THE CITY ENGINEER'S AUTHORIZED REPRESENTATIVE.

C. A WATER PRESSURE TEST IS REQUIRED OF ALL WATER LINES AND A HYDROSTATIC OR AIR TEST IS REQUIRED OF ALL SEWER LINES AND MANHOLES. TESTS ARE TO BE CONDUCTED AFTER BACKFILLING IS COMPLETE AND COMPACTED ON ALL PUBLIC AND/OR PRIVATE UNDERGROUND UTILITIES.

D. WATER AND SEWER SERVICE LINES ARE TO BE MARKED AS SHOWN ON THE STANDARD SERVICE DETAILS.

E. WATER LINE DISINFECTION IS TO BE ACCOMPLISHED AS OUTLINED IN ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ) "BULLETIN NO. 8."

F. WATER PIPE CLASSIFICATION SHALL BE CLASS 305 FOR A.W.W.A. C-900 PVC AND CLASS 350 FOR DUCTILE IRON UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER. C-900 SHALL CONFORM TO CAST-IRON-EQUIVALENT OUTSIDE DIAMETER AND HAVE ELASTROMERIC GASKETS AND COUPLINGS. ALL DUCTILE IRON PIPE SHALL BE POLYETHYLENE ENCASED IN ACCORDANCE WITH MAG SPECIFICATIONS.

G. ALL MATERIALS THAT COME INTO CONTACT WITH DRINKING WATER SHALL CONFORM TO NSF STANDARD 61 INCLUDING, BUT NOT LIMITED TO, GASKETS, LUBRICANTS, PIPE FITTINGS, AND VALVES (NSF-PW SEAL) (R18-4-119B).

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ARIZONA 811 BLUE STAKE, INC.

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H. ALL PUBLIC SANITARY SEWER LINES AND PRIVATE SEWER SERVICE LINES WITHIN A PUBLIC UTILITY EASEMENT OR RIGHT-OF-WAY WILL BE INSPECTED PRIOR TO ACCEPTANCE BY THE CITY.

I. WATER AND SEWER MAINS SHALL BE SEPARATED IN ORDER TO PROTECT PUBLIC WATER SYSTEMS FROM POSSIBLE CONTAMINATION. ALL DISTANCES ARE MEASURED PERPENDICULARLY FROM THE OUTSIDE OF THE SEWER MAIN TO THE OUTSIDE OF THE WATER MAIN. SEPARATION REQUIREMENTS ARE AS FOLLOWS:

1. A WATER MAIN SHALL NOT BE PLACED:

   a. WITHIN SIX (6) FEET, HORIZONTAL DISTANCE, AND LESS THAN TWO (2) FEET, VERTICAL DISTANCE, ABOVE THE TOP OF A SEWER MAIN UNLESS EXTRA PROTECTION IS PROVIDED. EXTRA PROTECTION SHALL CONSIST OF CONSTRUCTING THE SEWER MAIN WITH MECHANICAL JOINT DUCTILE IRON PIPE OR WITH SLIP-JOINT DUCTILE IRON PIPE IF JOINT RESTRAINT IS PROVIDED. ALTERNATE EXTRA PROTECTION SHALL CONSIST OF ENCASING BOTH THE WATER AND SEWER MAINS IN AT LEAST SIX (6) INCHES OF CONCRETE FOR AT LEAST TEN (10) FEET BEYOND THE AREA COVERED BY THIS SUBSECTION.

   b. WITHIN TWO (2) FEET HORIZONTALLY AND TWO (2) FEET BELOW THE SEWER MAIN. WHEN A WATER MAIN IS PLACED BELOW A SEWER MAIN, EXTRA PROTECTION IS ALWAYS REQUIRED REGARDLESS OF THE VERTICAL SEPARATION.

2. NO WATER PIPE SHALL PASS THROUGH OR COME INTO CONTACT WITH ANY PART OF A SEWER MANHOLE. THE MINIMUM HORIZONTAL SEPARATION BETWEEN WATER MAINS AND MANHOLES SHALL BE SIX (6) FEET, MEASURED FROM THE CENTER OF THE MANHOLE.

3. THE MINIMUM SEPARATION BETWEEN FORCE MAINS OR PRESSURE SEWERS AND WATER MAINS SHALL BE TWO (2) FEET VERTICALLY AND SIX (6) FEET HORIZONTALLY UNDER ALL CONDITIONS. WHERE A SEWER FORCE MAIN CROSSES ABOVE OR LESS THAN SIX (6) FEET BELOW A WATER LINE, THE SEWER MAINS SHALL BE ENCASED IN AT LEAST SIX (6) INCHES OF CONCRETE OR CONSTRUCTED USING MECHANICAL JOINT DUCTILE IRON PIPE FOR TEN (10) FEET ON EITHER SIDE OF THE WATER MAIN.

4. EVEN WHEN EXTRA PROTECTION IS UTILIZED, THE MINIMUM CLEARANCE BETWEEN WATER AND SEWER SHALL BE ONE (1) FOOT.

5. THE SEPARATION REQUIREMENTS DO NOT APPLY TO BUILDING, PLUMBING, OR INDIVIDUAL HOUSE SERVICE CONNECTIONS.

J. WHEN HYDROSTATIC TESTING IS PERFORMED, SEWER LINES SHALL BE TESTED FOR INFILTRATION/EXFILTRATION IN ACCORDANCE WITH ADEQ ENGINEERING BULLETIN NO. 11. MANHOLES SHALL BE TESTED BY FILLING THE MANHOLE WITH WATER. THE APPLICANT SHALL ENSURE THAT THE DROP IN WATER LEVEL DOES NOT EXCEED ONE-THOUSANDTH (0.001) OF THE TOTAL MANHOLE VOLUME IN ONE (1) HOUR.

WHEN AIR TESTING IS PERFORMED, SEWER LINES SHALL BE TESTED IN ACCORDANCE WITH ASTM F1417-92. MANHOLES SHALL BE TESTED IN ACCORDANCE WITH ASTM C1244.

K. SEWER PIPE SHALL BE SDR 35, ASTM D3034 FOR PVC PIPE, OR CLASS 150 DIP LINED WITH PROTECTO 401 CERAMIC EPOXY OR HDPE ASTM F894. ALL DUCTILE IRON PIPELINES SHALL BE POLYETHYLENE ENCASED IN ACCORDANCE WITH MAG SPECIFICATIONS. SPECIAL DESIGN CONSIDERATIONS MAY REQUIRE A HIGHER CLASS RATING OF DIP.

L. NO WATER SETTLING OF TRENCH FILL MATERIAL IS ALLOWED.

M. ALL WATER AND SEWER DESIGN AND CONSTRUCTION SHALL CONFORM TO THE CURRENT ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ) REQUIREMENTS. WHEN ADEQ REQUIREMENTS ARE IN CONFLICT WITH THESE STANDARDS, THE MORE RESTRICTIVE SHALL APPLY.

N. TRACER WIRES AND TAPES SHALL BE INSTALLED PRIOR TO TESTING THE WATER OR SEWER MAIN AS REQUIRED BY SECTION 13-09-001-0002. (STRIP WIRE TWO (2) INCHES AT TERMINATION OF THE SERVICE.)

O. WATER VALVES SHALL BE ADJUSTED IN ACCORDANCE WITH CITY OF FLAGSTAFF ENGINEERING DETAIL NO. 9-03-060 AND MANHOLES SHALL BE ADJUSTED IN ACCORDANCE WITH CITY OF FLAGSTAFF ENGINEERING DETAIL NO. 9-03-062.

P. ONE HUNDRED PERCENT (100%) OF THE SEWER LINE SHALL BE TESTED FOR UNIFORM SLOPE BY REMOTE CAMERA AND TESTED FOR SHORT-TERM DEFLECTION.

1. WHEN A SEWER SERVICE IS REQUIRED TO BE ABANDONED, IT SHALL BE ABANDONED AT THE PROPERTY LINE AND CAPPED USING THE APPROPRIATE MATERIALS (PVC, CLAY, OR CONCRETE).

2. WHEN AN EXISTING WATER SERVICE IS REQUIRED TO BE ABANDONED, IT SHALL BE ABANDONED AT THE MAIN. THE SADDLE AND CORP. STOP SHALL BE REMOVED AND THE MAIN CLAMPED WITH AN APPROVED FULL CIRCLE REPAIR CLAMP.

Q. THE LOCATION OF WATER SERVICES SHALL BE IDENTIFIED BY BRANDING A "W" ON THE TOP OR FACE OF CURB.

R. SEWER SERVICE LOCATIONS SHALL BE IDENTIFIED BY BRANDING AN "S" ON THE TOP OR FACE OF THE CURB. (ORD. 2017-22, REP&REEN, 07/05/2017)

WATER/SEWER DEMAND SCHEDULE

LAND USE	CRITERIA [1]	# UNITS	ESTIMATE WATER DEMAND[2]			ESTIMATE WASTEWATER DEMAND [2]	
			PEAK FLOW PER UNIT (GPCD)	MAXIMUM DAILY CONSUMPTION (GPD)	PEAK FLOW RATE (GPM)	AVERAGE DRY-WEATHER FLOW (GPCD)	ESTIMATED DAILY FLOW (GPCD)
RESIDENTIAL SINGLE-FAMILY (TH-MEDIUM DENSITY)	3.5 PERSONS / DWELLING UNIT	83	250	72,625	50.4	75	21,787.5

1) PER TABLE 13-09-003-01 AVERAGE POPULATION DENSITY

2) PER TABLE 13-09-003-02 WATER DEMAND CRITERIA

LEGEND

- PROPERTY BOUNDARY
- LEGAL RIGHT-OF-WAY
- ULTIMATE RIGHT-OF-WAY
- ROAD/RIGHT-OF-WAY CENTER LINE
- EASEMENT LINE
- 100YR — APPROX. 100YR FEMA/RURAL FLOODPLAIN ZONE AE BOUNDARY
- FDWY — APPROX. FEMA FLOODWAY BOUNDARY
- FENCE LINE
- EDGE OF ASPHALT
- EDGE OF DIRT/GRAVEL
- S — EX. SANITARY SEWER MAIN
- ST — EX STORM PIPE
- E — EX. UNDERGROUND ELECTRIC SERVICE LINE
- OH — EX. OVERHEAD WIRE
- G — EX. GAS SERVICE MAIN
- T — EX TELEPHONE/COMMUNICATIONS LINE
- W — EX WATER MAIN
- 6985 — EX CONTOUR ELEVATION LINE
- 8"W — PROP 8" WATER MAIN
- 8"W — PROP 8" WATER MAIN
- L — PROP SAN LATERAL
- SS — PROP SAN SEWER MAIN
- 8"W — PROPERTY MONUMENT FOUND

SYMBOL LEGEND

- EX. STORM CATCH BASIN / MANHOLE
- EX. WATER VALVE
- EX. FIRE HYDRANT
- EX TELECOMM BOX
- EX. SANITARY MANHOLE
- EX UTILITY POLE w/GUY ANCHOR
- EX. ELECTRIC BOX
- EX. LIGHT POLE
- EX. BOLLARD
- EX. GAS VALVE / LINE MARKER
- EX. SIGN
- EX. CONCRETE PAVEMENT
- CP9 — SURVEY CONTROL POINT
- PROPERTY CORNER
- PROPERTY MONUMENT FOUND
- PINE, OAK, DECID. — EX. TREES
- PROP FIRE HYDRANT
- PROP WATER VALVE
- PROP LIGHT POLE

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Registered Professional Engineer (Civil) CERTIFICATE NO. 77934 ERIC S. BEALS DATE SIGNED 5/02/24 ARIZONA, U.S.A.

Eric Beals

ViewPoint Engineering

2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702
FIRM No. F-23395
viewpointengineering.com

DWN BY: M TOTH
CHK BY: E BEALS

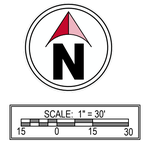
PROJECT: **PINEHAVEN RESIDENTIAL LAND DEVELOPMENT**
2951 S. MASONIC LANE
COCONINO COUNTY, ARIZONA

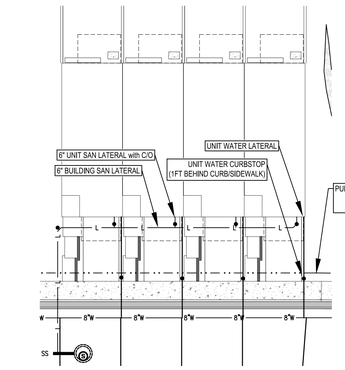
APPLICANT: **RODG DT FLAGSTAFF PROP CO LLC**
2121 E. 6TH STREET, SUITE 203, AUSTIN, TEXAS 78702

TITLE: **SITE PLAN REVIEW PHASE 1 UTILITY PLAN (1 OF 2)**

PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID **C401** REV **4**
SHEET 26 of 46

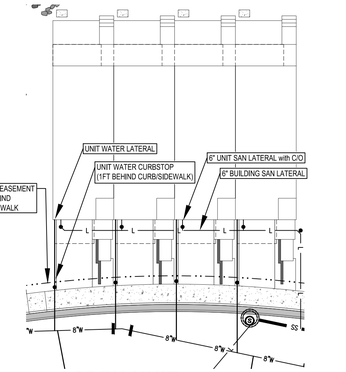
V:\HORIZ\22004 FLAGSTAFF 14\DRAWINGS\CONST DWGS\22004 UTILITY PLAN





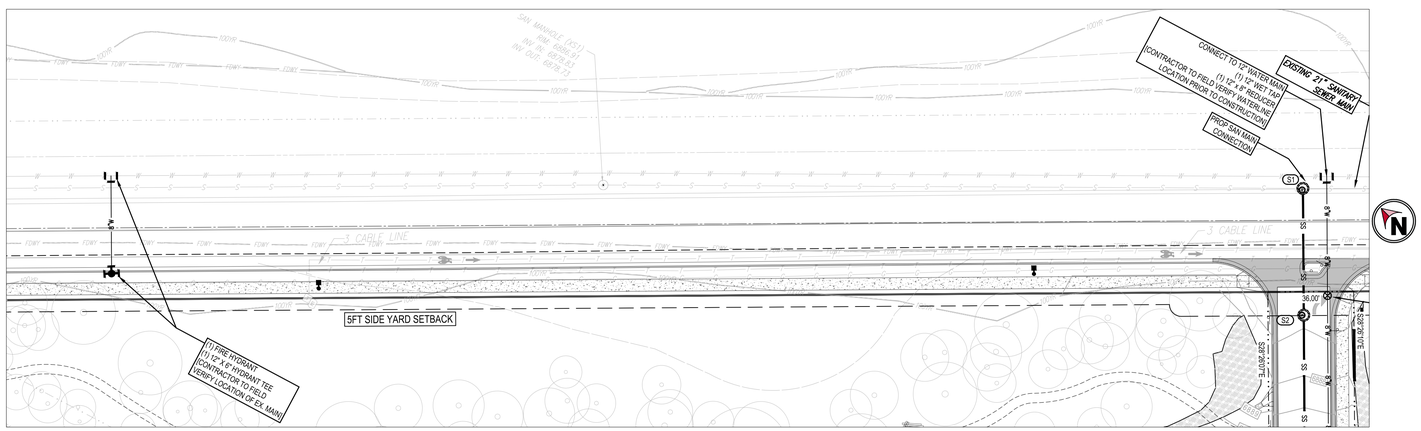
PONDEROSA UNIT
(TYP UTILITY CONNECTIONS)

B5 NOT TO SCALE



ASPEN UNIT
(TYP UTILITY CONNECTIONS)

B6 NOT TO SCALE



E1 **ZUNI DRIVE WATER MAIN / FIRE HYDRANT LOCATION**

NOT TO SCALE

LEGEND

	PROPERTY BOUNDARY
	LEGAL RIGHT-OF-WAY
	ULTIMATE RIGHT-OF-WAY
	ROAD/RIGHT-OF-WAY CENTER LINE
	EASEMENT LINE
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FDWY	APPROX. FEMA FLOODWAY BOUNDARY
	FENCE LINE
	EDGE OF ASPHALT
	EDGE OF DIRT/GRAVEL
S S	EX. SANITARY SEWER MAIN
ST ST	EX STORM PIPE
E E	EX. UNDERGROUND ELECTRIC SERVICE LINE
OH OH	EX. OVERHEAD WIRE
G G	EX. GAS SERVICE MAIN
T T	EX TELEPHONE/COMMUNICATIONS LINE
W W	EX. WATER MAIN
6985	EX CONTOUR ELEVATION LINE
8"W	PROP 8" WATER MAIN
8"W	PROP 8" WATER MAIN
L	PROP SAN LATERAL
SS	PROP SAN SEWER MAIN
8"W	PROPERTY MONUMENT FOUND

SYMBOL LEGEND

SCB	EX. STORM CATCH BASIN / MANHOLE
W	EX. WATER VALVE
	EX. FIRE HYDRANT
T	EX TELECOMM BOX
S	EX. SANITARY MANHOLE
	EX. UTILITY POLE w/GUY ANCHOR
E	EX. ELECTRIC BOX
	EX. LIGHT POLE
	EX. BOLLARD
GMH	EX. GAS VALVE / LINE MARKER
	EX. SIGN
	EX. CONCRETE PAVEMENT
CP9	SURVEY CONTROL POINT
	PROPERTY CORNER
	PROPERTY MONUMENT FOUND
PINE OAK DECID.	EX. TREES
	PROP FIRE HYDRANT
	PROP WATER VALVE
	PROP LIGHT POLE

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Registered Professional Engineer (Civil)
CERTIFICATE NO.
77934
ERIC S. BEALS
5/02/24
DATE SIGNED
ARIZONA, U.S.A.

ViewPoint Engineering
2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702
FIRM No. F-23395
viewpointengineering.com

DWN BY: M TOTH
CHK BY: E BEALS

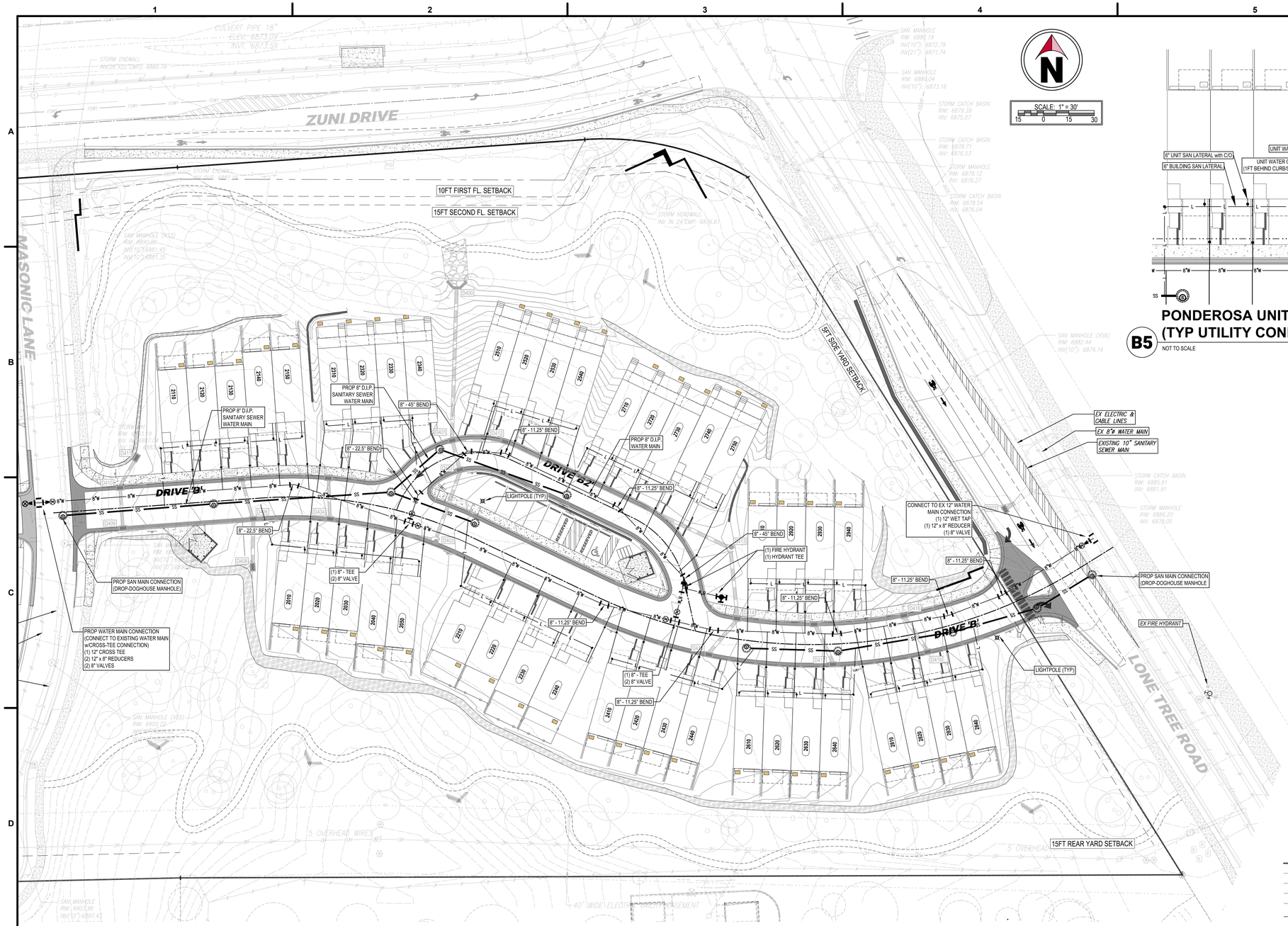
PROJECT: **PINEHAVEN**
RESIDENTIAL AND DEVELOPMENT
2655 S PERSONAL LAND
COCONINO COUNTY, ARIZONA

APPLICANT: **RODG DT FLAGSTAFF PROP CO LLC**
2121 E. 6TH STREET, SUITE 203, AUSTIN, TEXAS 78702

TITLE: **SITE PLAN REVIEW**
PHASE 1 UTILITY PLAN (2 OF 2)

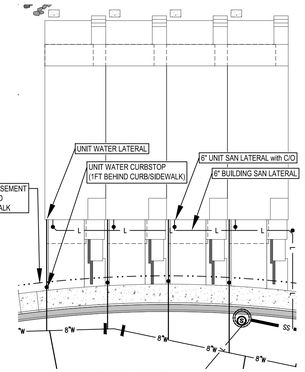
PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID C402
REV 4

V:\PDRC\22004 FLAGSTAFF - PINEHAVEN\CIVIL\SHEETS\22004 UTILITY PLAN



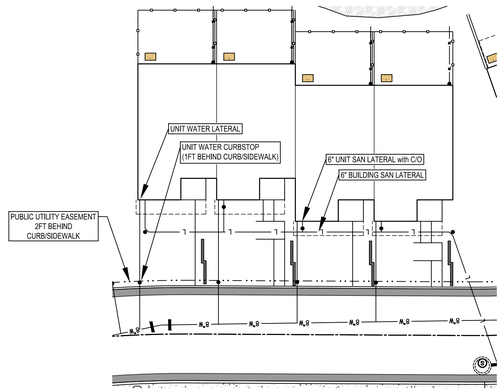
PONDEROSA UNIT (TYP UTILITY CONNECTIONS)

B5 NOT TO SCALE



ASPEN UNIT (TYP UTILITY CONNECTIONS)

B6 NOT TO SCALE



JUNIPER UNIT (TYP UTILITY CONNECTIONS)

C5 NOT TO SCALE

LEGEND

- PROPERTY BOUNDARY
- LEGAL RIGHT-OF-WAY
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- ROAD/RIGHT-OF-WAY CENTER LINE
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- S — S — EX. SANITARY SEWER MAIN
- ST — ST — EX STORM PIPE
- E — E — EX. UNDERGROUND ELECTRIC SERVICE LINE
- OH — OH — EX. OVERHEAD WIRE
- G — G — EX. GAS SERVICE MAIN
- T — T — EX. TELEPHONE/COMMUNICATIONS LINE
- W — W — EX. WATER MAIN
- 6985 — EX CONTOUR ELEVATION LINE
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- SS — PROP SAN SEWER MAIN
- 8"w — PROPERTY MONUMENT FOUND

SYMBOL LEGEND

- EX. STORM CATCH BASIN / MANHOLE
- EX. WATER VALVE
- EX. FIRE HYDRANT
- EX TELECOMM BOX
- EX. SANITARY MANHOLE
- EX UTILITY POLE w/GUY ANCHOR
- EX. ELECTRIC BOX
- EX. LIGHT POLE
- EX. BOLLARD
- EX. GAS VALVE / LINE MARKER
- EX. SIGN
- EX. CONCRETE PAVEMENT
- CP9 — SURVEY CONTROL POINT
- PROPERTY CORNER
- PROPERTY MONUMENT FOUND
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Registered Professional Engineer (Civil) CERTIFICATE NO. 77934 ERIC S. BEALS 5/02/24 ARIZONA, U.S.A.

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FIRM No. F-23395
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DWN BY: M TOTH
CHK BY: E BEALS

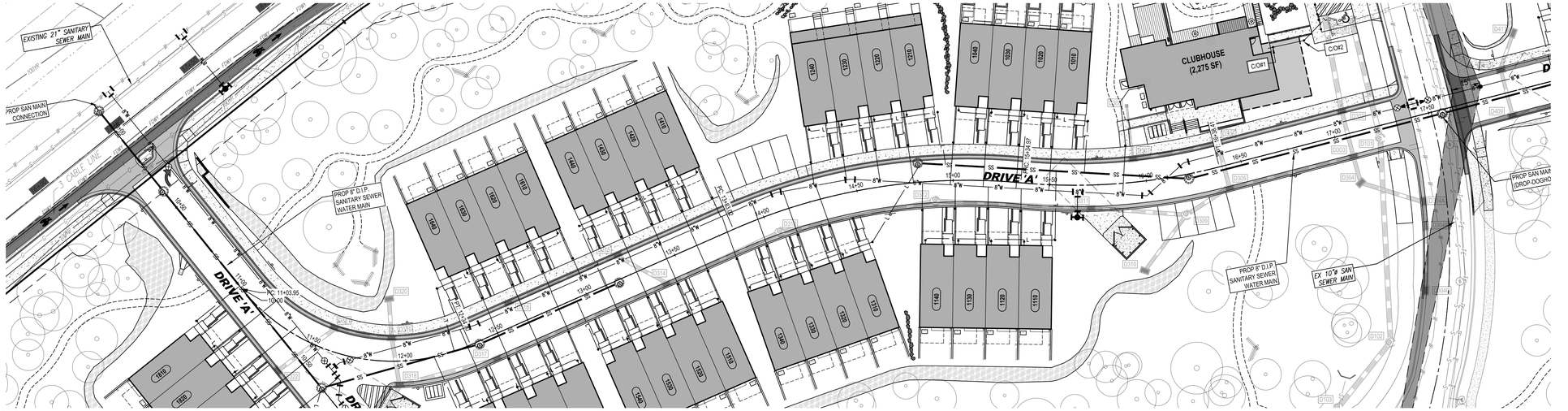
PROJECT: PINEHAVEN
RESIDENTIAL LAND DEVELOPMENT
2955 S MASONIC LANE
COCONINO COUNTY, ARIZONA

APPLICANT: RODG DT FLAGSTAFF PROP CO LLC
2121 E. 6TH STREET, SUITE 203, AUSTIN, TEXAS 78702

TITLE: SITE PLAN REVIEW
PHASE 2 UTILITY PLAN

PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID C403
REV 4

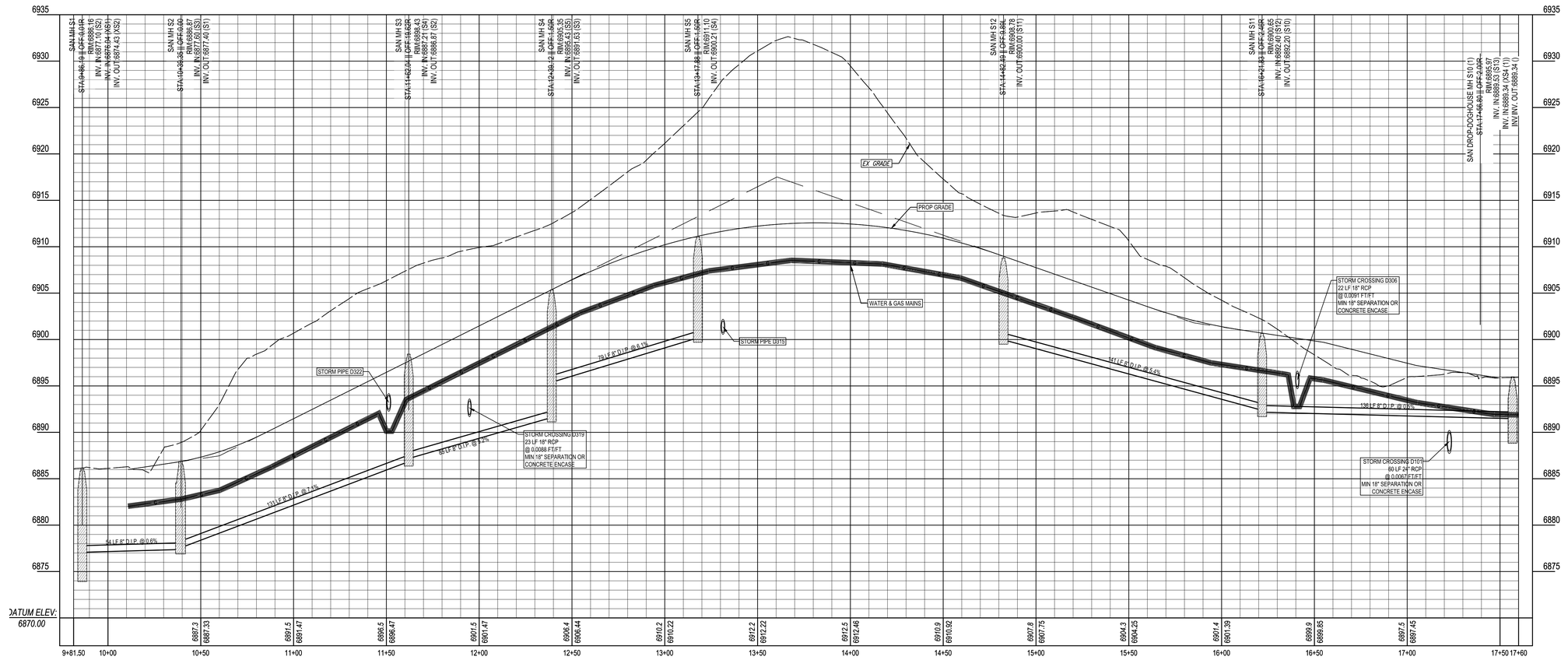
SHEET 27 of 46



B1 PLAN VIEW: DRIVE 'A'

SCALE: 1" = 30'

SCALE: 1" = 30'



E1 PROFILE VIEW: DRIVE 'A'

SCALE: (H) 1" = 30' || (V) 1" = 6'

VERTICAL SCALE 0 3' 6'
HORIZONTAL SCALE 0 15' 30'

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Registered Professional Engineer (Civil) CERTIFICATE NO. 77934 ERIC S. BEALS 5/02/24 DATE SIGNED ARIZONA, U.S.A.

Eric Beals

ViewPoint Engineering
2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702
FIRM No. F-23395
viewpointengineering.com

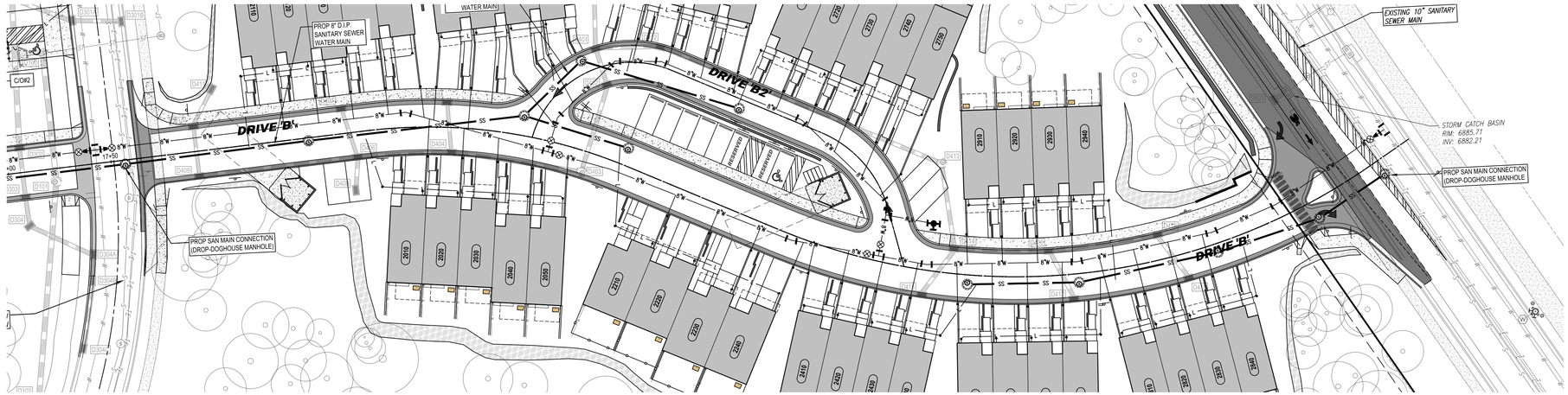
DWN BY: M TOTH
CHK BY: E BEALS

PROJECT: PINEHAVEN RESIDENTIAL LAND DEVELOPMENT
2951 S. MASONIC LANE
COCONINO COUNTY, ARIZONA

APPLICANT: RODG DT FLAGSTAFF PROP CO LLC
2121 E. 6TH STREET, SUITE 203, AUSTIN, TEXAS 78702

TITLE: SITE PLAN REVIEW
UTILITY PLAN & PROFILE
(DRIVE 'A')

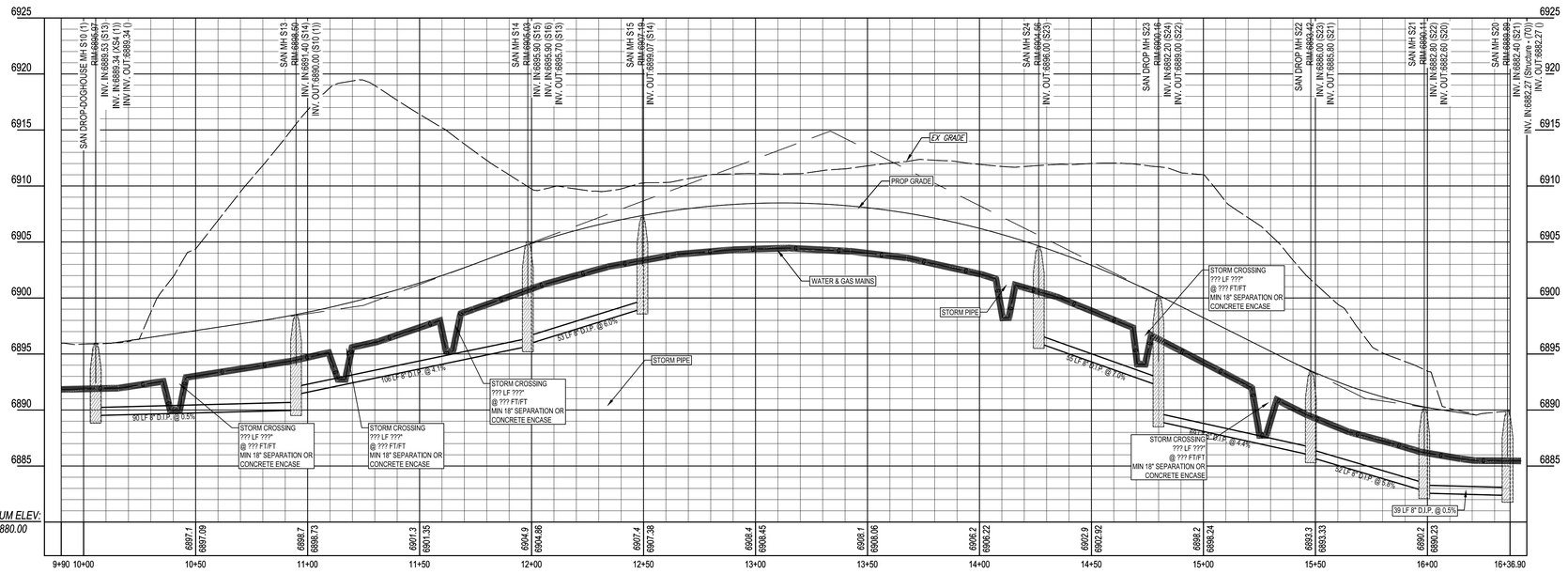
PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID C410
REV 4



B1 PLAN VIEW: DRIVE 'A'

SCALE: 1" - 30'

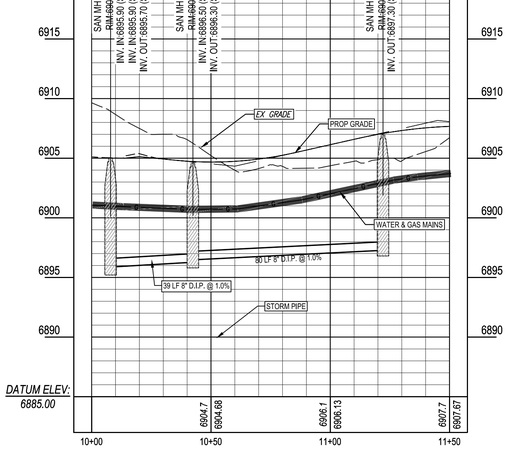
SCALE: 1" = 30'
15 0 15 30



D1 PROFILE VIEW: DRIVE 'A'

SCALE: (H) 1" = 30' || (V) 1" = 6'

VERTICAL SCALE 0 3' 6'
HORIZONTAL SCALE 0 15' 30'



D5 PROFILE VIEW: DRIVE 'A'

SCALE: (H) 1" = 30' || (V) 1" = 6'

VERTICAL SCALE 0 3' 6'
HORIZONTAL SCALE 0 15' 30'

Contact Arizona 811 at least two full working days before you begin excavation

ARIZONA811 BLUE STAKE, INC.

Call 811 or click Arizona811.org

LOCATION OF EXISTING UNDERGROUND UTILITIES IS APPROXIMATE AND BASED ON OBSERVABLE SURFACE FEATURES ONLY. THE CONTRACTOR SHALL CONTACT THE ONECALL SYSTEM PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES AND DETERMINE THE EXACT LOCATION OF ALL UTILITIES. CONTRACTOR RESPONSIBLE FOR ANY AND ALL DAMAGES INCURRED BY FAILURE TO LOCATE UTILITIES.

REVISIONS

REV	DATE	DESCRIPTION	INIT
1	11-16-2023	REVISED PER CITY REVIEW LETTER DATED 9-20-2023	MDT
2	01-16-2024	REVISED PER CITY REVIEW LETTER DATED 12-18-2023	MDT
3	03-20-2024	REVISED PER CITY REVIEW LETTER DATED 2-8-2024	MDT
4	05-02-2024	REVISED PER CITY REVIEW LETTER DATED 4-9-2024	MDT

Registered Professional Engineer (Civil)
CERTIFICATE NO.
77934
ERIC S
BEALS
5/02/24
REGISTERED
ARIZONA, U.S.A.

ViewPoint Engineering
2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702
FIRM No. F-23395
viewpointengineering.com

DWN BY: M TOTH
CHK BY: E BEALS

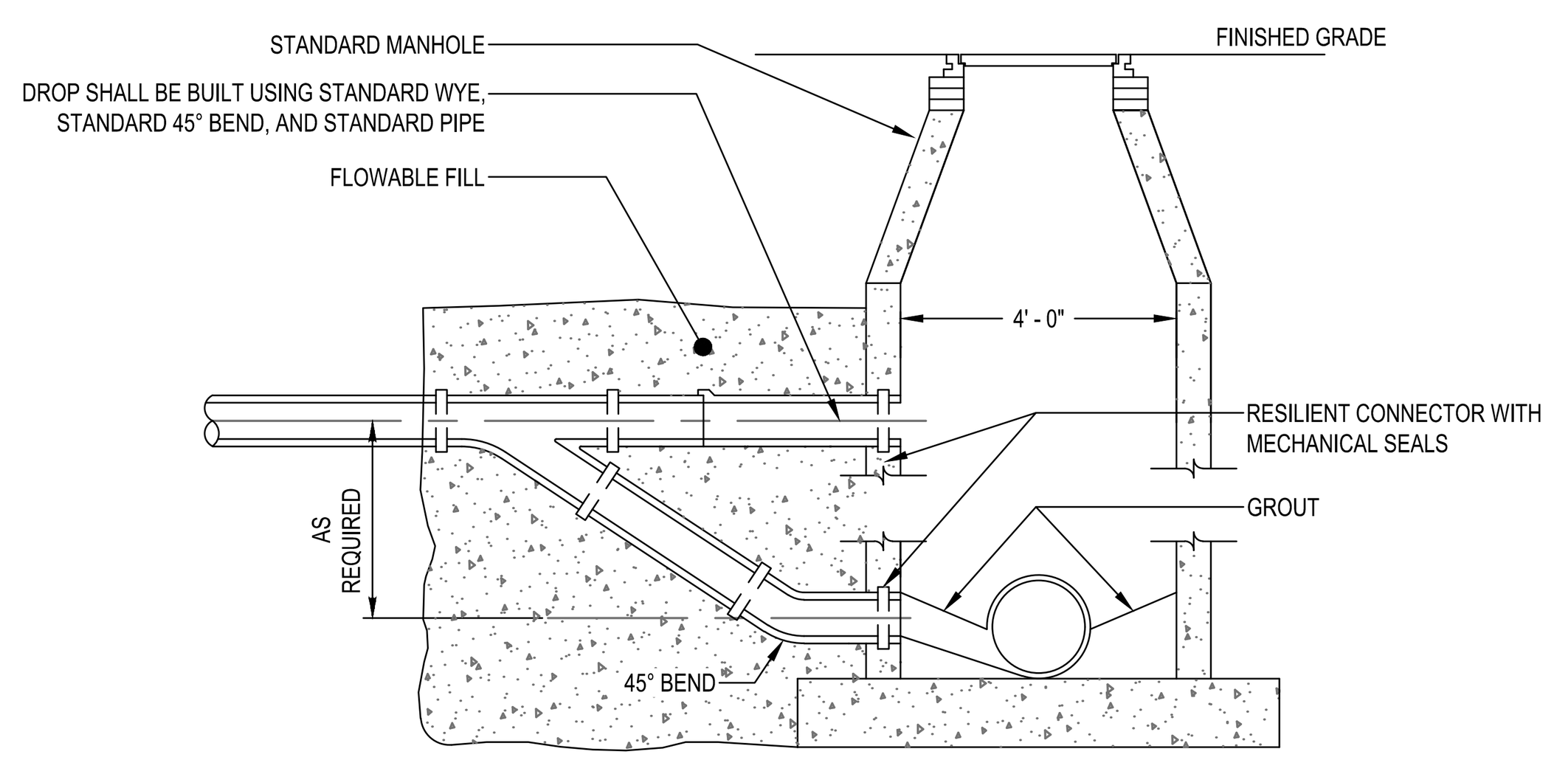
PROJECT: PINEHAVEN
RESIDENTIAL LAND DEVELOPMENT
2935 S. HUMPHREYS LANE
COCONINO COUNTY, ARIZONA

APPLICANT: RODG DT FLAGSTAFF PROP CO LLC
2121 E. 6TH STREET, SUITE 203, AUSTIN, TEXAS 78702

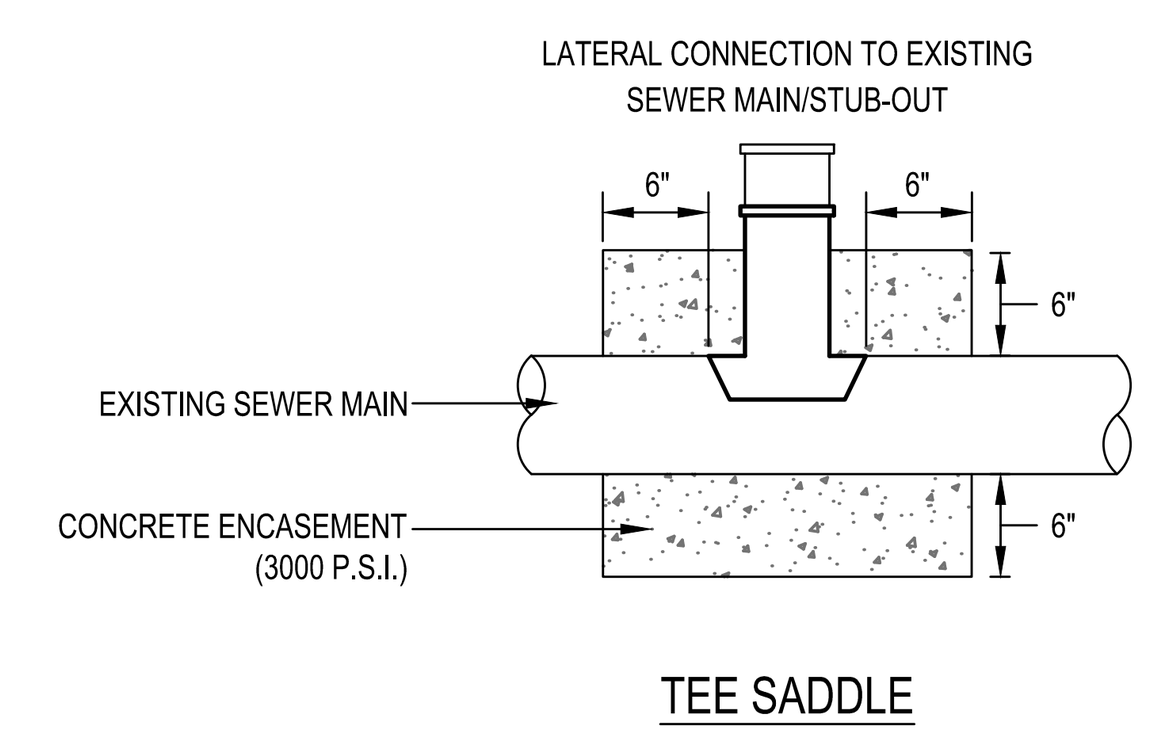
TITLE: SITE PLAN REVIEW
UTILITY PLAN & PROFILE (DRIVE 'B')

PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID C411
REV 4
SHEET 30 of 46

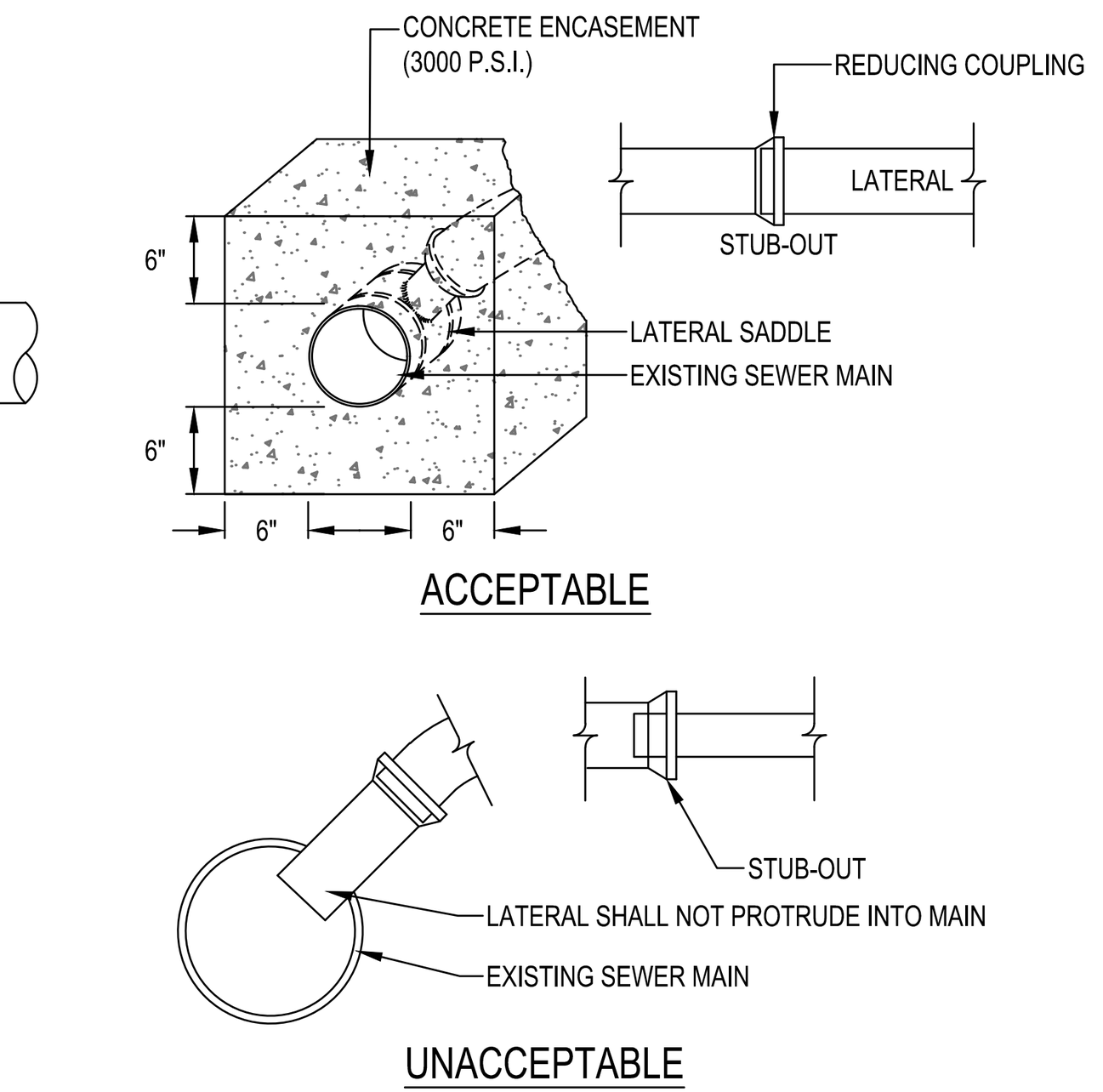
1 | 2 | 3 | 4 | 5 | 6



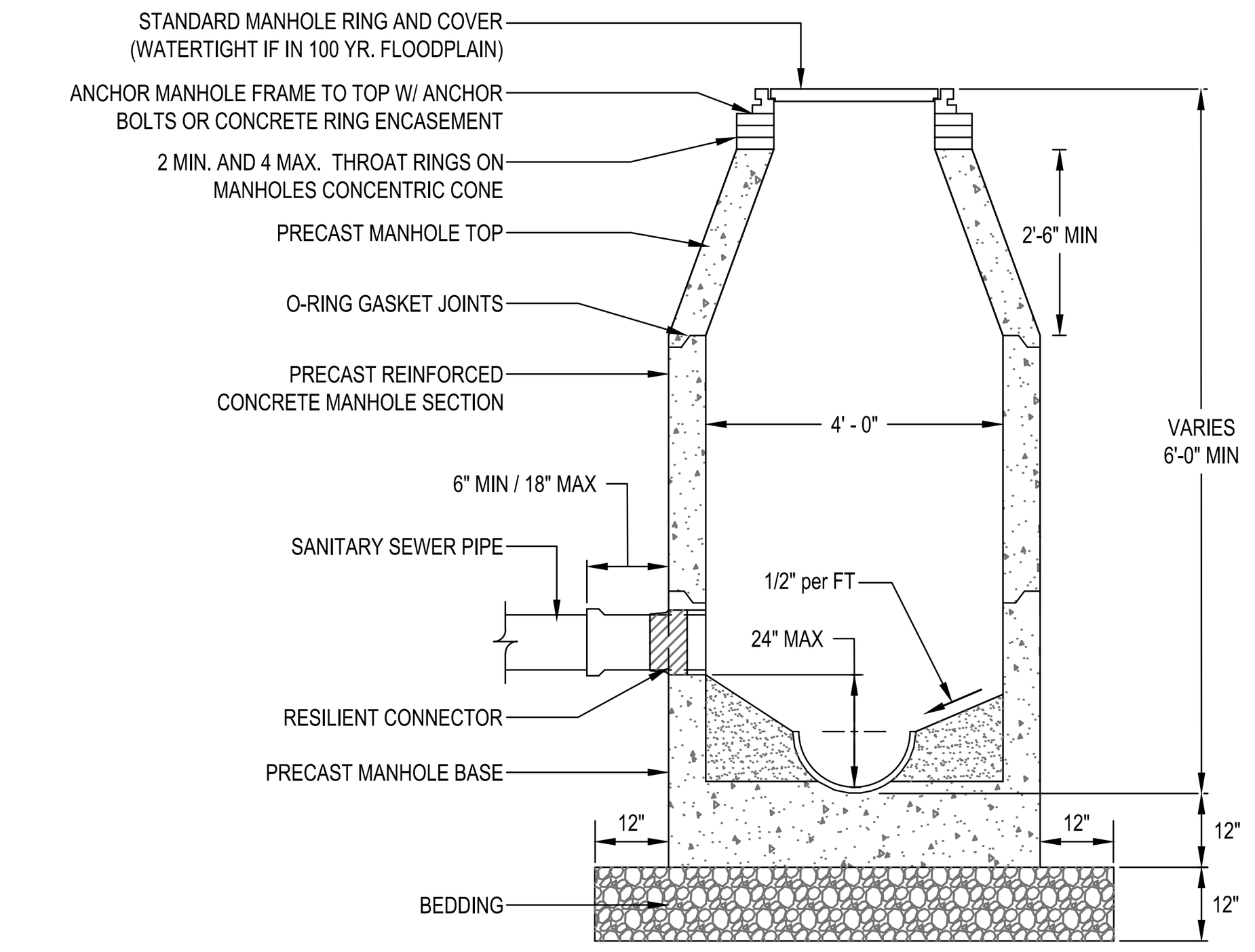
B1 SANITARY DROP MANHOLE CONNECTION
NOT TO SCALE



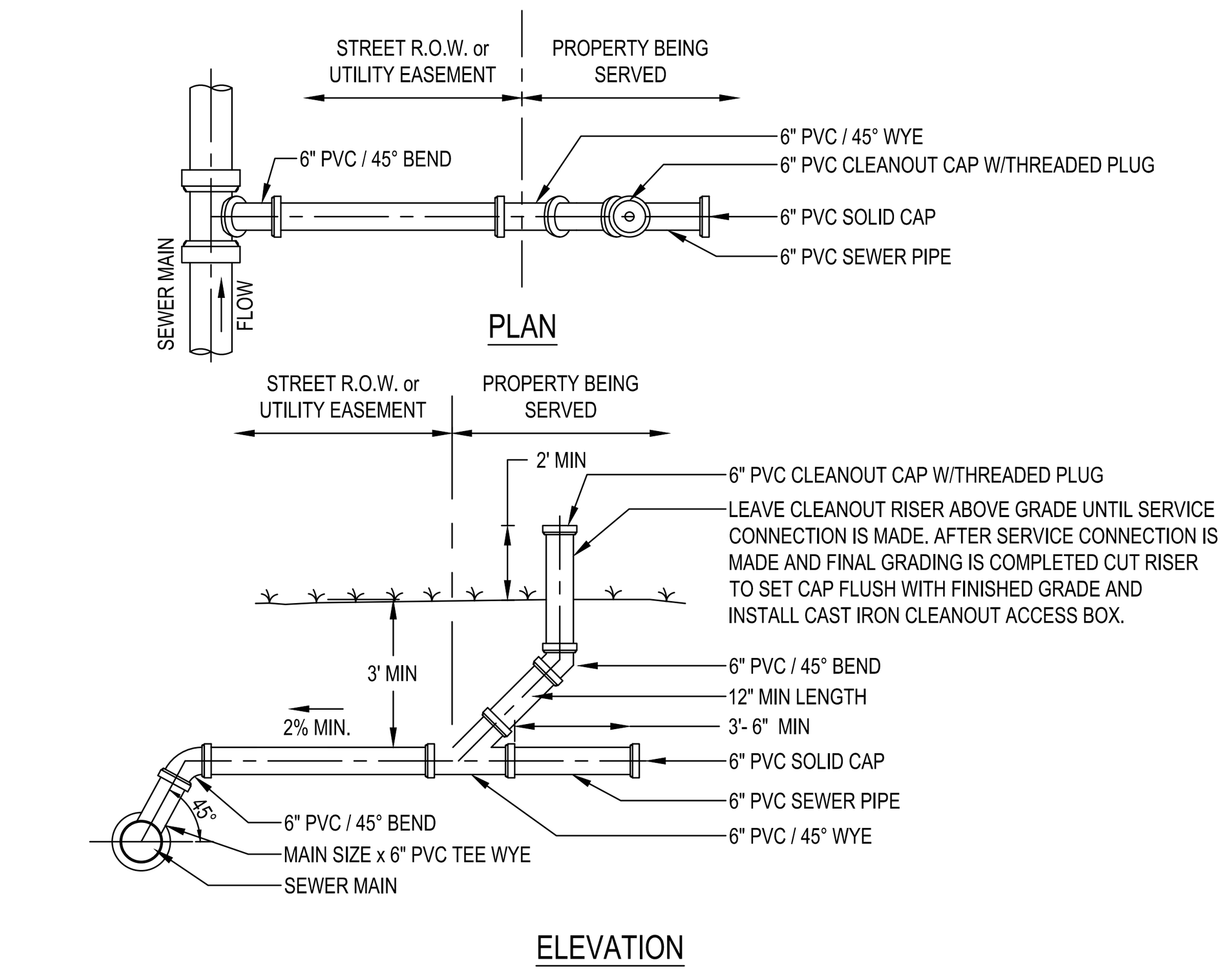
NOTE:
THE SADDLE SHALL BE PERMANENTLY CONNECTED TO THE EXISTING MAIN BY THE USE OF COMPOUNDS OR CLAMPS AS RECOMMENDED BY THE MANUFACTURER.



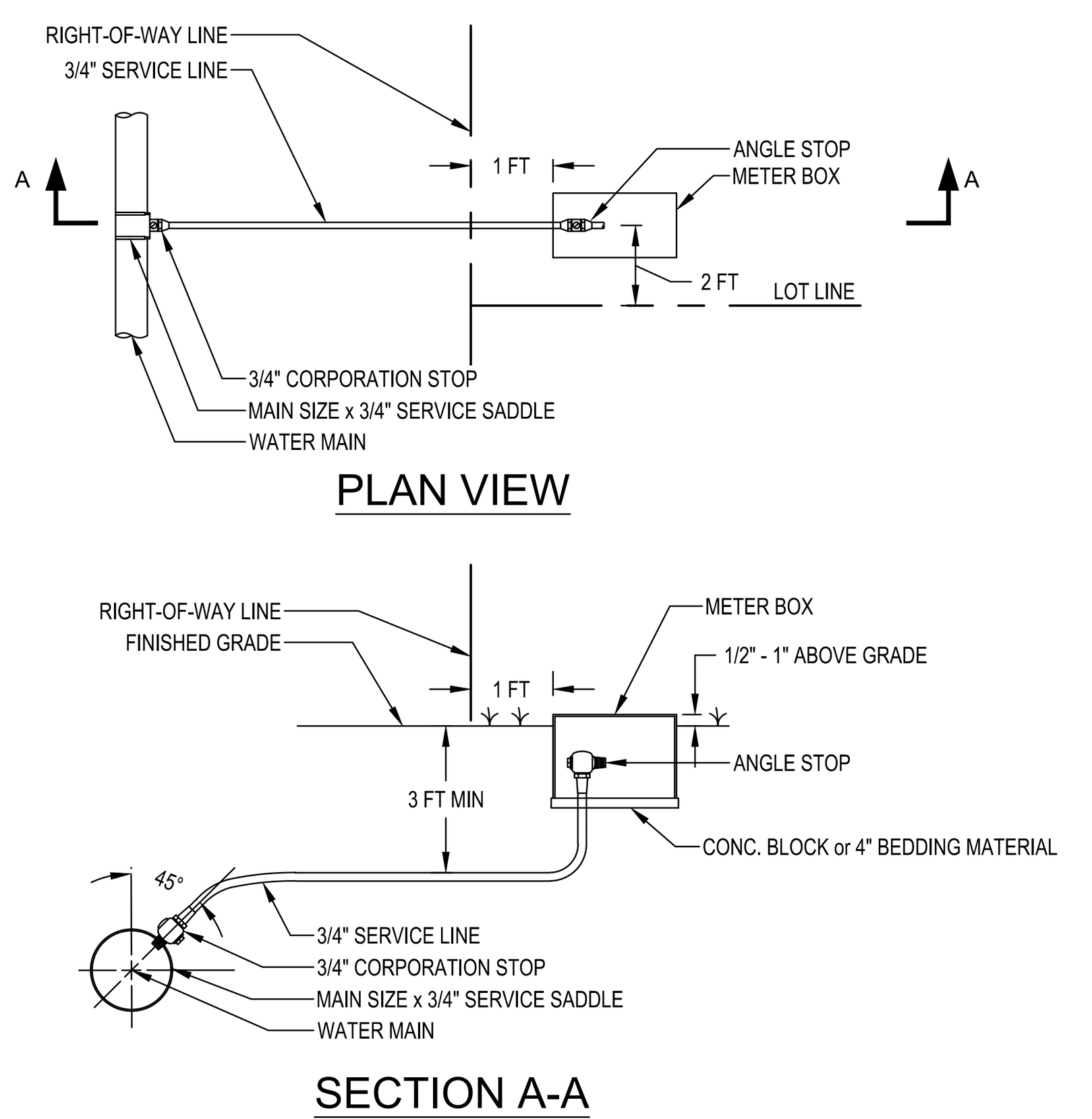
B2 SANITARY LATERAL CONNECTION
NOT TO SCALE



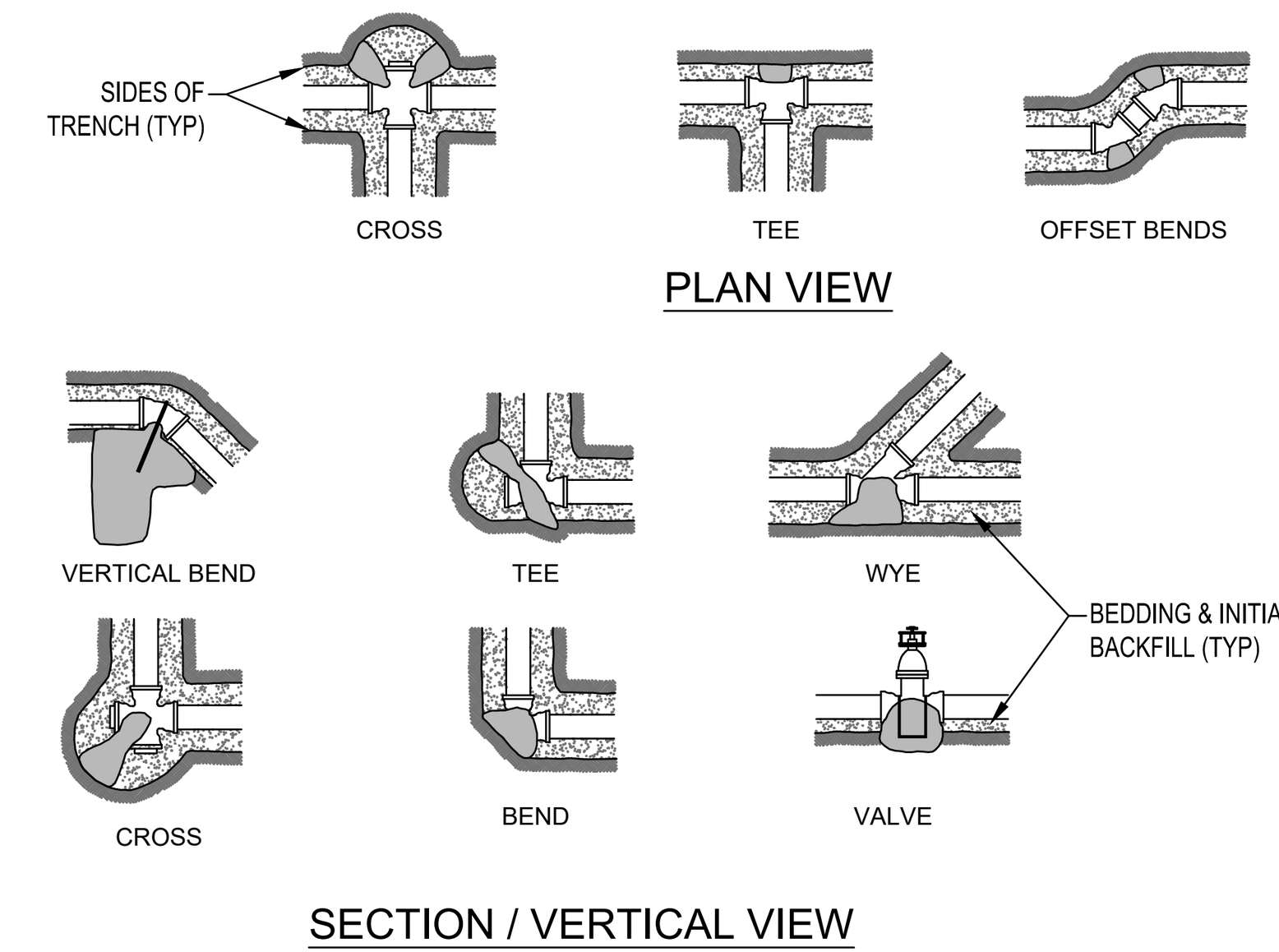
B4 SANITARY MANHOLE (4' DIA.)
NOT TO SCALE



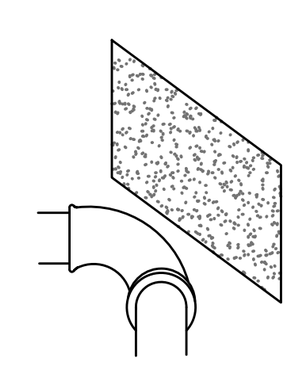
B5 SANITARY SERVICE LATERAL
NOT TO SCALE



C1 3/4" WATER SERVICE CONNECTION
NOT TO SCALE

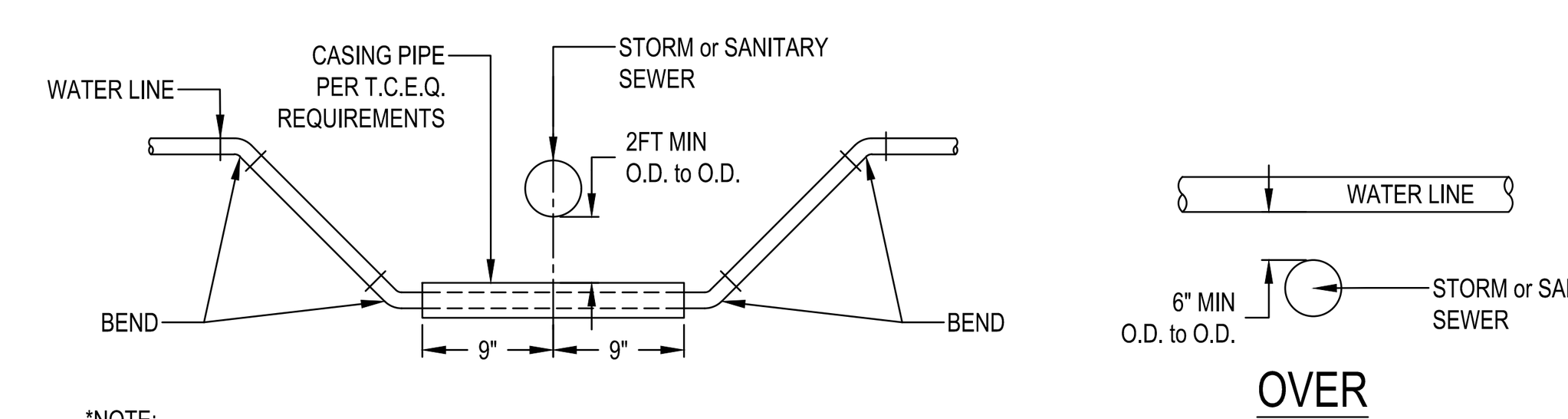


BLOCKING AREA IN SQUARE FEET				
IN ROCK WALL TRENCH				
PIPE SIZE	TEES & DEAD ENDS	90° BENDS	45° BENDS	22-1/2° BENDS
6"	2	2	1	1
8"	3	4	2	1
12"	6	9	5	2
16"	11	15	8	4
IN OTHER THAN ROCK WALL TRENCH				
PIPE SIZE	TEES & DEAD ENDS	90° BENDS	45° BENDS	22-1/2° BENDS
6"	3	4	2	1
8"	4	6	4	2
12"	10	14	8	4
16"	18	25	14	7



- BLOCKING AREA FOR 200 PSI TEST AND 175 PSI WORKING PRESSURES.
- THRUST BLOCKING SHALL BE CONCRETE FILL.

C2 THRUST BLOCKING
NOT TO SCALE

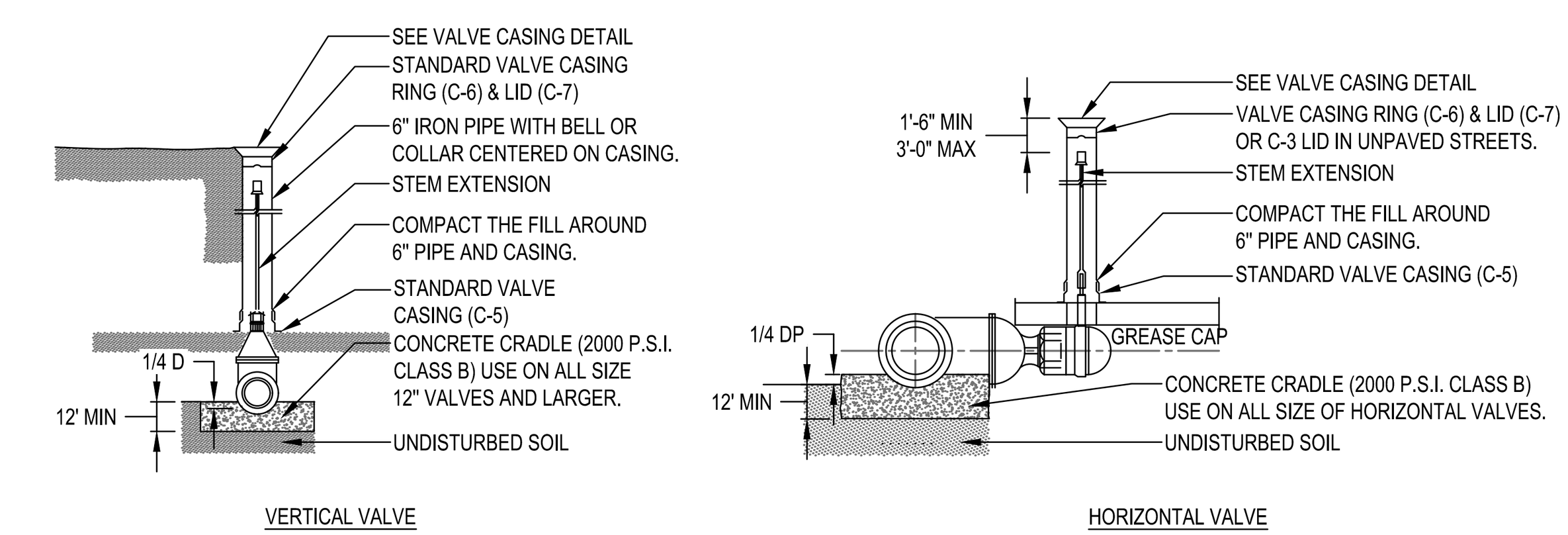


*NOTE:
WATER LINE IS TO BE RESTRAINED 15 FT. ON EITHER SIDE OF EACH UPPER 45° BEND AND 5 FT. ON EITHER SIDE OF EACH LOWER 45° BEND

UNDER SANITARY/STORM SEWER

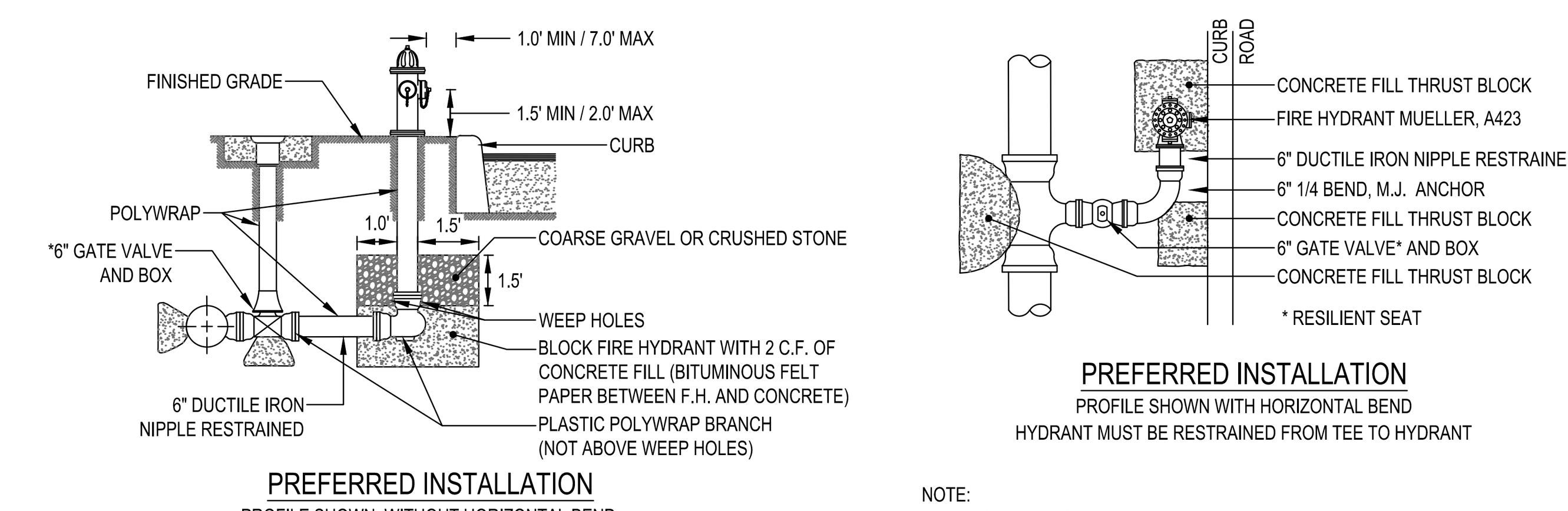
OVER SANITARY/STORM SEWER

C4 WATER CROSSING DETAIL
NOT TO SCALE



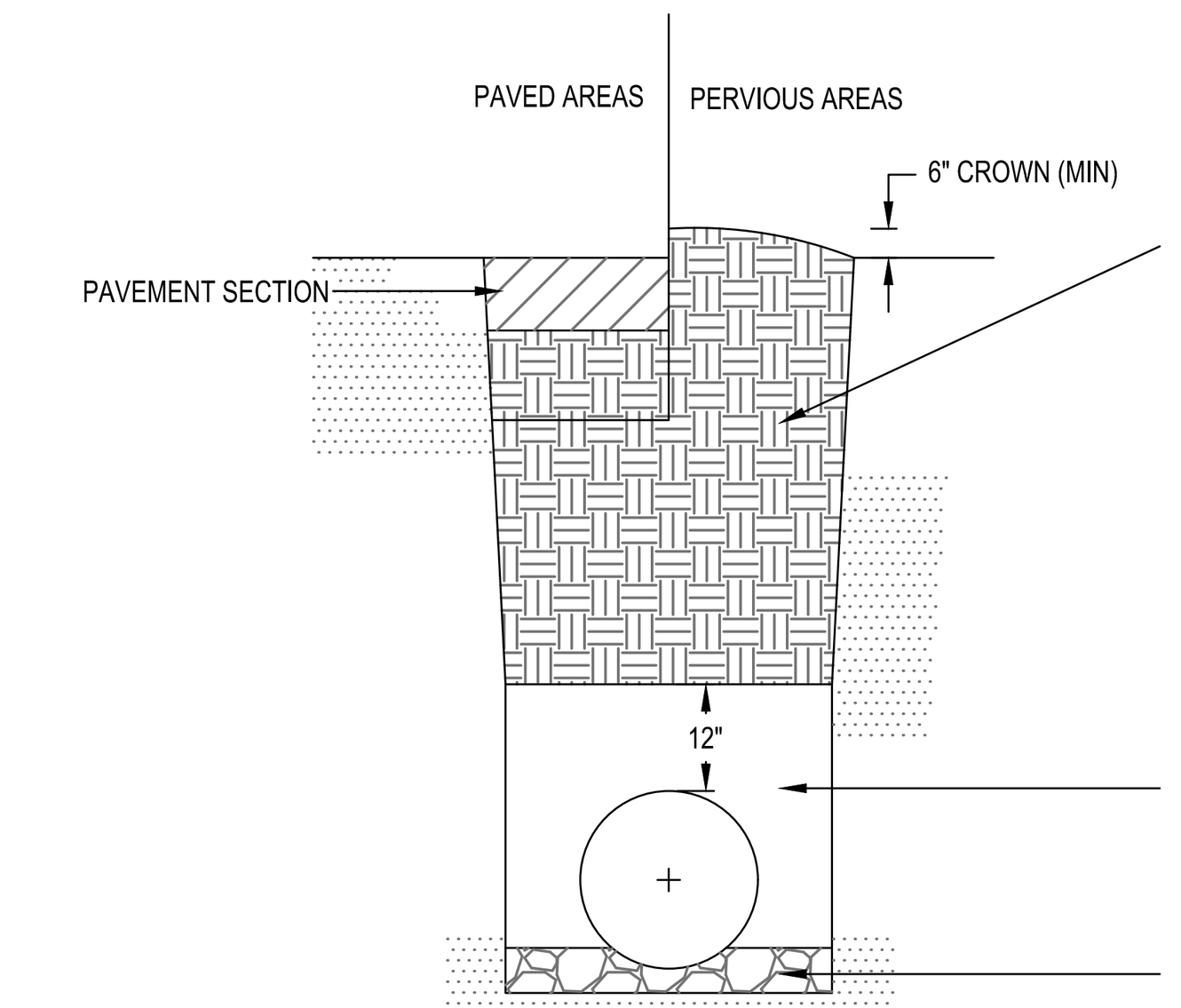
NOTES:
1. WELD SOCKET 2 5/8" X 1 1/4" DEEP TO 1 1/8" SOLID ROUND STEM EXTENSION FITTED ON OPERATION NUT.
2. STANDARD VALVE CASING RING C-6 & LID C-7 OR C-3 LID IN UNPAVED AREAS. SEE VALVE CASING DETAIL.
3. NUT AT TOP OF VALVE EXTENSION ROD SHALL BE 2" SQUARE 1 1/2" LONG WELDED TO TOP OF ROD.

C5 GATE VALVE DETAIL
NOT TO SCALE



NOTE:
1. POLYWRAP BELOW GROUND
2. USE:
   2.1. ANCHORING TEE WITH M.J. FITTING OR M.J. VALVE
   2.2. STANDARD M.J. TEE WITH ANCHORING COUPLING OR ANCHORING FITTING

D5 FIRE HYDRANT INSTALLATION
NOT TO SCALE



*NOTE: ALL COMPACTION TESTING SHALL BE PERFORMED AS PER TEX-113-E. ALL BACKFILL MATERIAL SHALL BE FREE OF ROCKS IN EXCESS OF 3 INCHES IN ANY DIRECTION.

SECONDARY ZONE:
COMPACTION
- WITHIN PAVED AREAS: TO BE COMPACTED IN 10" LIFTS TO 95%* COMPACTION AT OPTIMUM MOISTURE (TOLERANCE = ±2). **TOP 12" TO BE COMPACTED TO 95% IN 2" LIFTS**
- WITHIN R.O.W. PERVIOUS AREAS: TO BE COMPACTED IN 10" LIFTS TO 95%* COMPACTION AT OPTIMUM MOISTURE (TOLERANCE = ±2).
- OUTSIDE OF R.O.W.: TO BE COMPACTED IN 18" LIFTS TO 85%* COMPACTION AT OPTIMUM MOISTURE (TOLERANCE = ±3).

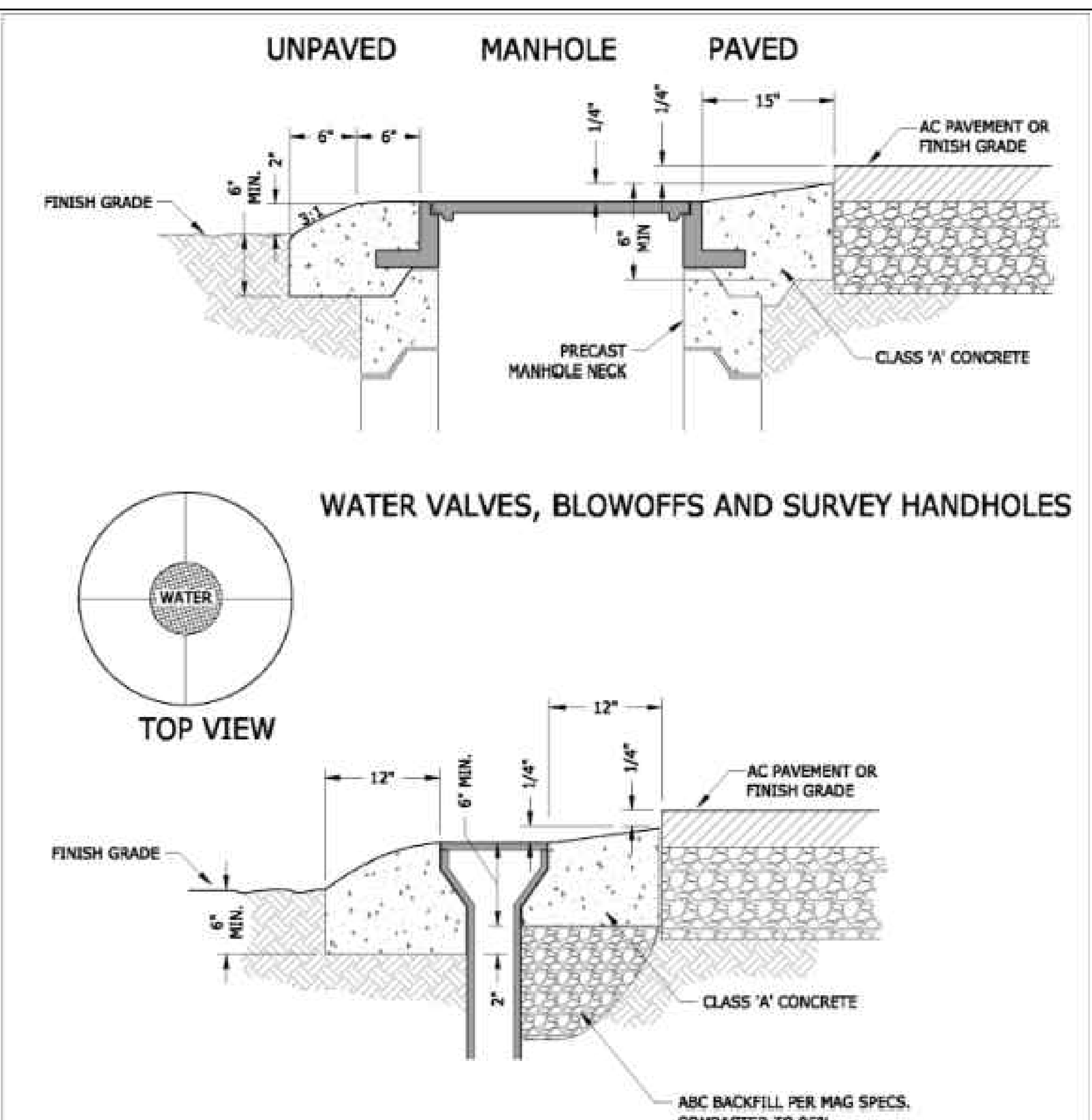
MAXIMUM PLASTICITY INDEX
- WITHIN PAVED AREAS: MAX PI = 22
- WITHIN R.O.W. PERVIOUS AREAS: MAX PI = 26
- OUTSIDE R.O.W.: NO LIMIT

NATIVE SOIL
IS ALLOWED IF STABILIZED IN AN ACCEPTABLE MANNER. NO ZERO P.I. SAND IS ALLOWED.

PRIMARY ZONE
TO BE COMPACTED IN 6" LIFTS TO 95%* COMPACTION AT OPTIMUM MOISTURE (TOLERANCE = ±2).
MAXIMUM P.I. = 18.
NO ZERO P.I. SAND IS ALLOWED.

BEDDING ZONE
THICKNESS = PIPE O.D./8. (4" MIN.) AND SHALL CONSIST OF SAND OR PEA GRAVEL.

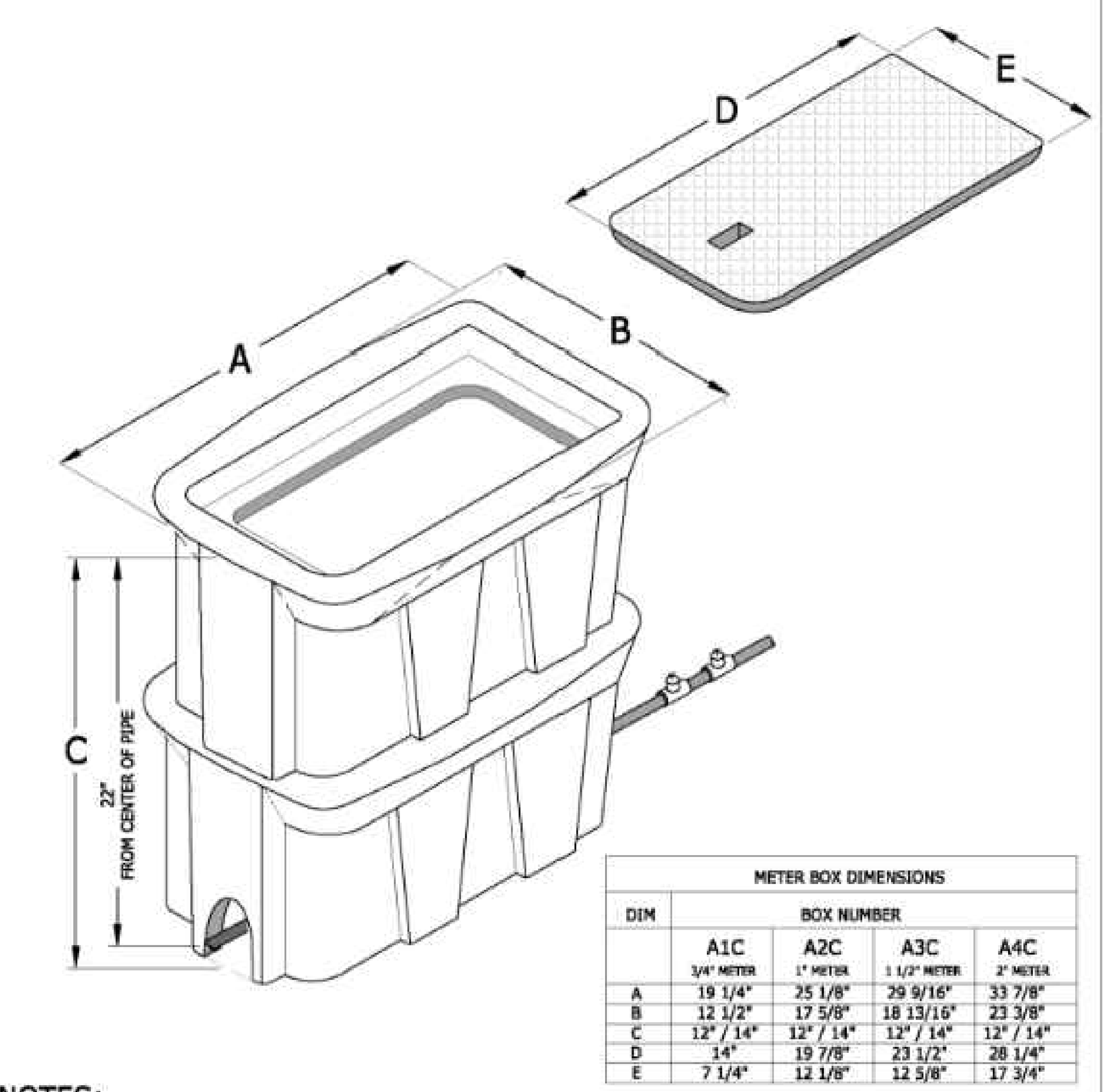
E5 UTILITY TRENCH BACKFILL METHODS
NOT TO SCALE



NOTE:
1. TOP OF VALVE BOX AND CONCRETE RING MUST BE 1/4" BELOW FINISHED GRADE.
2. CONCRETE RING FOR VALVES AND MANHOLES SHALL HAVE FOUR (4) STRESS JOINTS AT 90° ANGLES.
3. DEPTH OF CONCRETE SHALL BE A MIN. 6" OR SAME AS AC AND ABC SEC TION, NOT TO EXCEED 8".
4. VALVES AND MANHOLES LOCATED UNDER CONCRETE PAVING SHALL HAVE A COLD JOINT OR EXPANSION JOINT CONCRETE COLLAR.

NTS

City of Flagstaff — ENGINEERING DETAIL — RING, FRAME OR COVER INSTALLATION — DETAIL NO. 09-03-062 — REVISION DATE: 11/22/16 — 1/1

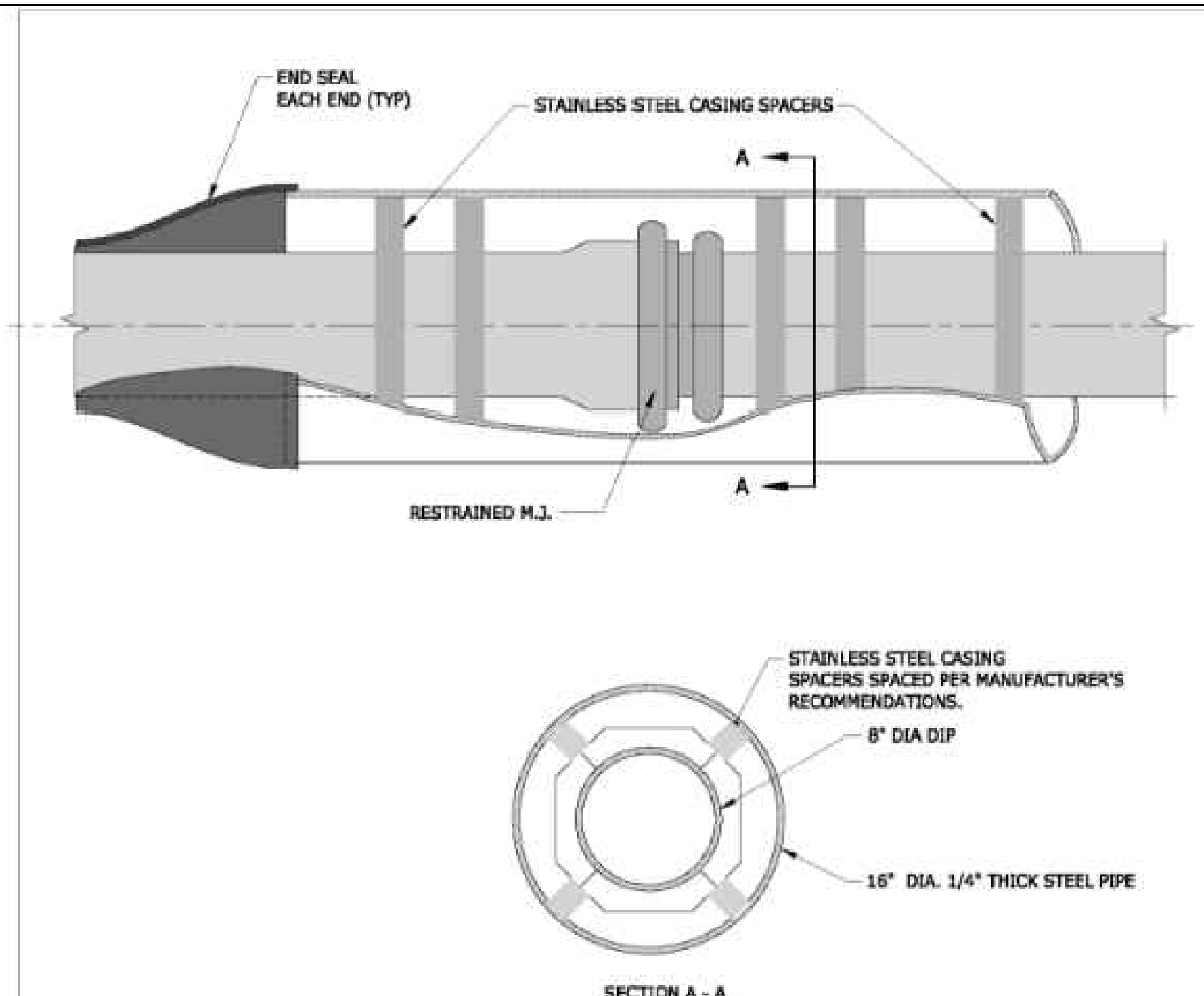


METER BOX DIMENSIONS				
DIM	BOX NUMBER			
	A1C 3/4" METER	A2C 1" METER	A3C 1 1/2" METER	A4C 2" METER
A	19 1/4"	25 1/8"	29 9/16"	33 7/8"
B	12 1/2"	17 5/8"	18 13/16"	23 3/8"
C	12" / 14"	12" / 14"	12" / 14"	12" / 14"
D	14"	19 7/8"	23 1/2"	28 1/4"
E	7 1/4"	12 1/8"	12 5/8"	17 3/4"

NOTES:
1. THE METER BOXES SHALL CONFORM TO THE DIMENSIONS AS SHOWN AND SHALL BE MADE OF LLDPE POLYMER.
2. MINIMUM 3/8" WALL THICKNESS.
3. THE METER BOXES SHALL BE BLACK EXCEPT FOR THE LID THROUGHOUT USING POLYETHYLENE MATERIALS AND SHALL NOT HAVE FOAMING OR BLOWING AGENTS.
4. LIDS SHALL BE OF THE LOCATABLE TYPE, COLORED AS FOLLOWS: BLUE (POTABLE WATER USE) PURPLE (RECLAIM WATER USE)
5. BOXES & LIDS SHALL BE MADE IN THE U.S.A. BY DFW OR APPROVED EQUAL.

NTS

City of Flagstaff — ENGINEERING DETAIL — POLYMER WATER METER BOX — DETAIL NO. 9-03-080 — REVISION DATE: 11/22/16 — 1/1



PIPE SIZE	SLEEVE SIZE (MIN)
10"	20"
12"	24"

SEE SPECIFICATION 13-09-006-0001.B.5

NOTES:
1. THE END OF THE DIP PIPE IS RESTRAINED MECHANICALY JOINT AND NOT TO REST ON THE CASING.
2. ALL CASING SPACERS SHALL RUN THE LENGTH OF THE MJ DIP PIPE.
3. CASING SPACERS TO BE BY ADVANCE PRODUCTS & SYSTEMS, INC. OR APPROVED EQUAL.
4. SEAL ENDS OF CASING W/END SEALS BY ADVANCE PRODUCTS & SYSTEM, INC. OR APPROVED EQUAL.

NTS

City of Flagstaff — ENGINEERING DETAIL — WATER/SEWER LINE CASING — DETAIL NO. 09-06-010 — REVISION DATE: 11/22/16 — 1/1

REVISIONS

REV	DATE	DESCRIPTION	INIT
1	11-16-2023	REVISED PER CITY REVIEW LETTER DATED 9-20-2023	MDT
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4	05-02-2024	REVISED PER CITY REVIEW LETTER DATED 4-9-2024	MDT

Registered Professional Engineer (Civil) — CERTIFICATE NO. 77934 — ERIC S. BEALS — DATE SIGNED 5/02/24 — ARIZONA, U.S.A.

ViewPoint Engineering
2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702
FIRM No. F-23395
viewpointengineering.com

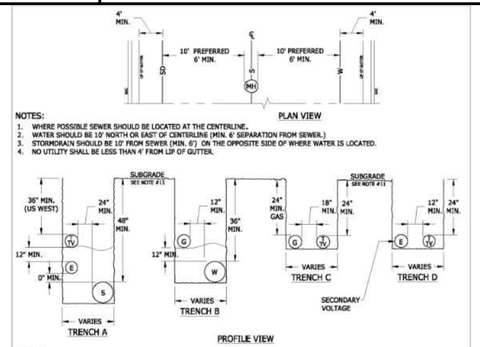
DWN BY: M TOTH
CHK BY: E BEALS

PROJECT: PINEHAVEN RESIDENTIAL LAND DEVELOPMENT, 2951 S. MASONIC LANE, COCONINO COUNTY, ARIZONA

APPLICANT: RODG DT FLAGSTAFF PROP CO LLC, 2121 E. 6TH STREET, SUITE 203, AUSTIN, TEXAS 78702

TITLE: SITE PLAN REVIEW UTILITY DETAILS

PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID C421 — REV 4
SHEET 31 of 46



NOTES:

1. WHERE POSSIBLE SEWER SHOULD BE LOCATED AT THE CENTERLINE.
2. WATER SHOULD BE 10' NORTH OR EAST OF CENTERLINE (MIN. 6' SEPARATION FROM SEWER.)
3. STORMDRAIN SHOULD BE 10' FROM SEWER (MIN. 6') ON THE OPPOSITE SIDE OF WHERE WATER IS LOCATED.
4. NO UTILITY SHALL BE LESS THAN 4' FROM LIP OF GUTTER.

NOTES:

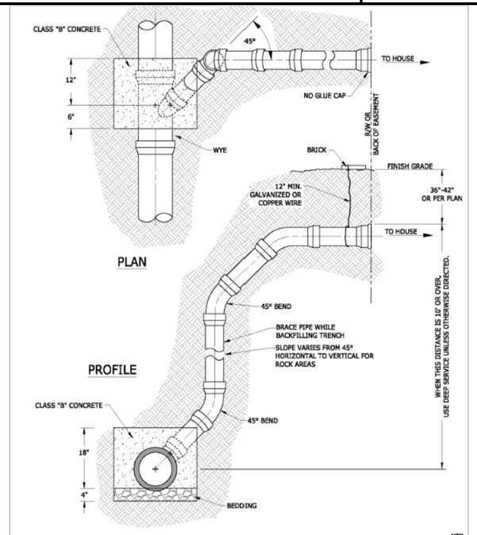
1. THE DIMENSIONS GIVEN IN THESE TRENCH DETAILS ARE MINIMUM. DEPENDING ON THE NUMBER AND SIZE OF UTILITIES IN A TRENCH, ADDITIONAL COVER AND/OR CLEARANCES MAY BE REQUIRED.
2. MINIMUM COVER SHALL BE MEASURED FROM THE TOP OF THE PIPE TO THE SUBGRADE UNDER EXISTING OR PROPOSED PAVEMENT. IN AREAS THAT ARE NOT TO BE PAVED, MINIMUM COVER SHALL BE MEASURED FROM FINISHED GRADE.
3. MINIMUM HORIZONTAL DISTANCE BETWEEN WATER AND SEWER PIPS IS 6 FEET.
4. WHEN SEWER AND WATER LINES CROSS, REFER TO ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY (A.D.E.Q.) GUIDELINES, AND OTHER CITY STANDARDS.
5. WHILE POWER AND COMMUNICATION CABLES MAY BE INSTALLED IN SANITARY SEWER TRENCHES, A SEPARATE TRENCH MAY BE REQUIRED WHEN DEEMED NECESSARY BY UTILITY COMPANIES.
6. WATER AND ELECTRIC POWER LINES ARE NOT ALLOWED IN THE SAME TRENCH.
7. GAS AND SEWER LINES ARE NOT ALLOWED IN THE SAME TRENCH
8. TWO WORKING DAYS BEFORE YOU DIG, CALL FOR THE BLUE STAKES 1-800-STAKE-IT
9. TRACER WIRES SHALL BE INSTALLED IN ACCORDANCE WITH STANDARD 9-01-020.
10. WHEN POWER AND COMMUNICATION CABLES ARE NOT IN THE SAME TRENCH, THEY SHALL HAVE A MINIMUM HORIZONTAL SEPARATION OF 36" FROM WATER LINES AND 24" FROM SEWER LINES, AND SHALL MAINTAIN A MINIMUM OF 24" ABOVE SEWER LINES. WHEN GAS LINES ARE NOT IN THE SAME TRENCH, A MINIMUM HORIZONTAL SEPARATION OF 36" FROM SEWER LINES AND 18" FROM WATER LINES SHALL BE MAINTAINED; GAS LINES SHALL ALSO BE A MINIMUM OF 18" ABOVE WATER LINES. ALL MEASUREMENTS SHALL BE MADE FROM THE OUTSIDE EDGE OF PIPE OR CABLE.
11. MINIMUM DEPTHS FOR POWER, GAS, TELEVISION, AND COMMUNICATION ARE MEASURED FROM FINISHED GRADE.
12. ALL WATERLINE (FIRE HYDRANT LEAD LINES, FIRE LINES AND SERVICE LINES SHALL HAVE A MINIMUM HORIZONTAL SEPARATION OF 3')

NTS

City of Flagstaff — ENGINEERING DETAIL

UNDERGROUND UTILITES IN STREETS
TYPICAL LOCATION AND TRENCH DETAIL

DETAIL NO. 9-01-010 | REVISION DATE: 11/22/16 | 1/1



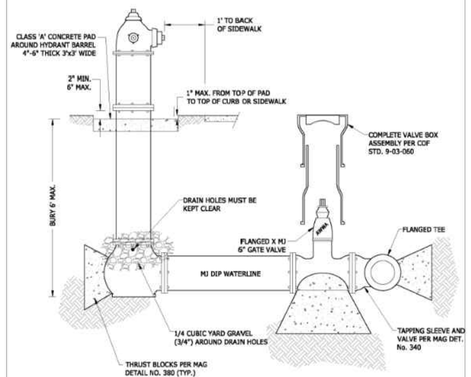
NTS

City of Flagstaff — ENGINEERING DETAIL

DEEP SEWER SERVICE

DETAIL NO. 9-02-080 | REVISION DATE: 11/22/16 | 1/1

SEE DETAIL NO. 13-03-012 FOR PROTECTION POST INSTALLATION
NOTE: MIN. 3' CLEAR LEVEL AREA AROUND HYDRANT



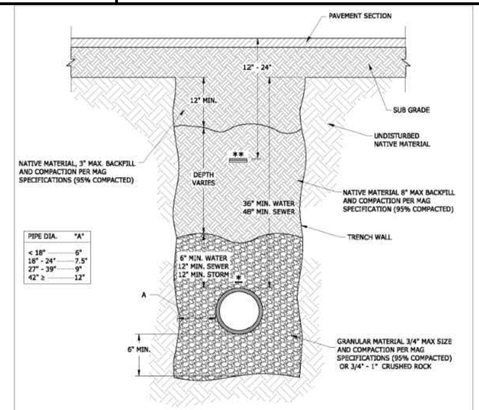
FOR SPECIFICATIONS, INSTALLATION, AND TESTING REFER TO SECTION 13-09-006-0006 (FIRE HYDRANTS).

NTS

City of Flagstaff — ENGINEERING DETAIL

FIRE HYDRANT ASSEMBLY

DETAIL NO. 13-03-011 | REVISION DATE: 9/28/17 | 1/1



NOTES:

1. NATIVE BACKFILL SHALL BE PER MAG SPECS AND MAY BE SELECTED FROM THE EXCAVATION MATERIAL OR FROM A SOURCE SELECTED BY THE CONTRACTOR AND APPROVED BY THE CITY ENGINEER.
2. NON-SHRINK BACKFILL IN ACCORDANCE WITH COF STD. 9-6-030 AND MAY BE USED FOR BACKFILL UP TO EXISTING SUBGRADE. THE NON-SHRINK BACKFILL SHALL BE PROPORTIONED AS FOLLOWS: 3500 LBS OF 3/8" MINUS AGGREGATE, 800 LBS SAND, 94 LBS CEMENT AND 11 GALLONS WATER

* TRACER WIRE TAPED TO TOP CENTER OF MAIN WITH 10MIL PVC TAPE ON 4' CENTERS, SEE COF STD 9-01-020.

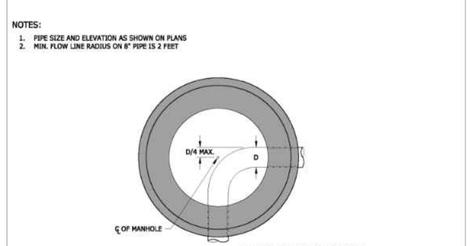
** WARNING TAPE

NTS

City of Flagstaff — ENGINEERING DETAIL

TRENCHING AND BACKFILL
NEW PAVED STREET

DETAIL NO. 9-01-031 | REVISION DATE: 11/22/16 | 1/1



NOTES:

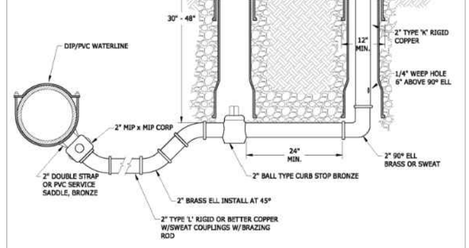
1. PIPE SIZE AND ELEVATION AS SHOWN ON PLANS
2. MIN. FLOW LINE RADIUS ON 8" PIPE IS 2 FEET

NTS

City of Flagstaff — ENGINEERING DETAIL

MANHOLE BASE GEOMETRY

DETAIL NO. 9-02-092 | REVISION DATE: 11/22/16 | 1/1



NOTES:

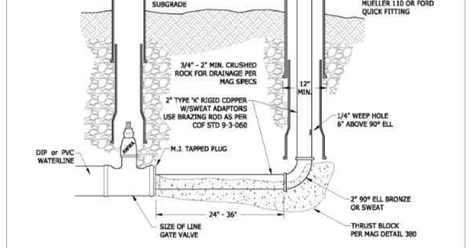
1. ALL SWEAT FITTINGS PER COF DETAIL 9-3-070
2. PIPE FITTINGS BEDDED IN GRANULAR MATERIAL 3/4" MAX AND COMPACTION PER MAG SPECS. (95% COMPACTION) WHERE DRAINAGE GRAVEL NOT REQUIRED
3. ALL MATERIALS COMPACTED TO 95% UNDER VALVE BOXES.

NTS

City of Flagstaff — ENGINEERING DETAIL

IN-LINE BLOW-OFF
ON WATER LINE 12" and SMALLER

DETAIL NO. 9-03-055 | REVISION DATE: 11/22/16 | 1/1



NOTES:

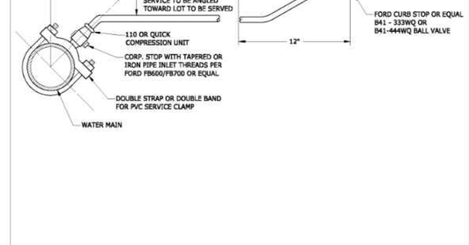
1. PIPE FITTINGS BEDDED IN GRANULAR MATERIAL 3/4" MAX. AND COMPACTION PER MAG SPEC (95% COMPACTION) WHERE DRAINAGE GRAVEL NOT REQUIRED.
2. ALL MATERIAL COMPACTED TO 95% UNDER VALVE BOXES.

NTS

City of Flagstaff — ENGINEERING DETAIL

END-OF-LINE PERMANENT BLOW-OFF

DETAIL NO. 9-03-054 | REVISION DATE: 11/22/16 | 1/1



SEE SECTION 13-09-003-0007 FOR NOTES RELATING TO THIS DETAIL.

NTS

City of Flagstaff — ENGINEERING DETAIL

WATER SERVICE CONNECTION
3/4" AND 1"

DETAIL NO. 09-03-070 | REVISION DATE: 11/22/16 | 1/2

REVISIONS

REV	DATE	DESCRIPTION	INIT
1	11-15-2023	REVISED PER CITY REVIEW LETTER DATED 9-20-2023	MDT
2	01-15-2024	REVISED PER CITY REVIEW LETTER DATED 12-18-2023	MDT
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Registered Professional Engineer (Civil) — CERTIFICATE NO. 77934 — ERIC S BEALS — 5/02/24 — DATE SIGNED — ARIZONA, U.S.A.

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2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702
FIRM No. F-23395
viewpointengineering.com

DWN BY: M TOTH
CHK BY: E BEALS

PROJECT: PINEHAVEN
RESIDENTIAL LAND DEVELOPMENT
2955 S. MALIC LANE
COCONINO COUNTY, ARIZONA

APPLICANT: RODG DT FLAGSTAFF PROP CO LLC
2121 E 6TH STREET, SUITE 203, AUSTIN, TEXAS 78702

TITLE: SITE PLAN REVIEW
UTILITY DETAILS

PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID C422
REV 4

SHEET 32 of 46

K:\FLMS\22004 FLAGSTAFF PH\DRAWINGS\CIVIL\ 5/02/2024 10:06:

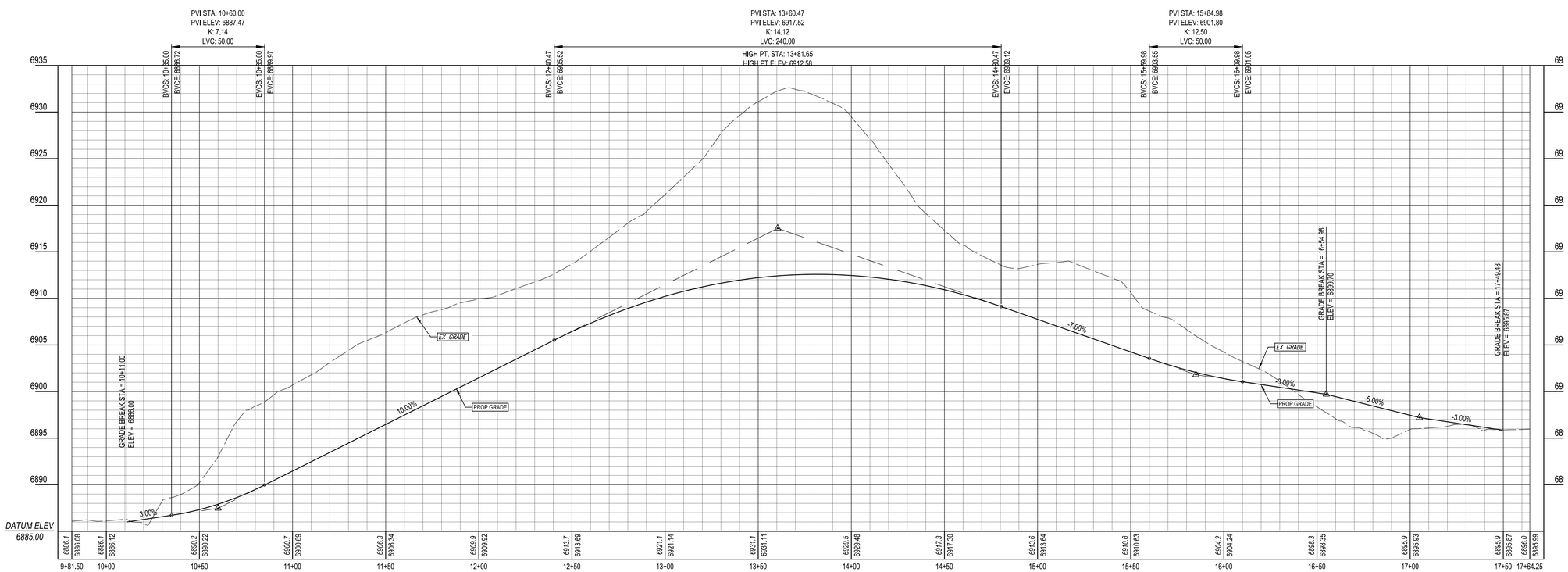


B1 PLAN VIEW: DRIVE 'A'

SCALE: 1" - 30'

SCALE: 1" = 30'

15 0 15 30



E1 PROFILE VIEW: DRIVE 'A'

SCALE: (H) 1" = 30' || (V) 1" = 6'

VERTICAL SCALE 0 3' 6'

HORIZONTAL SCALE 0 15' 30'

Contact Arizona 811 at least two full working days before you begin excavation

ARIZONA811 BLUE STAKE, INC.

Call 811 or click Arizona811.org

LOCATION OF EXISTING UNDERGROUND UTILITIES IS APPROXIMATE AND BASED ON OBSERVABLE SURFACE FEATURES ONLY. THE CONTRACTOR SHALL CONTACT THE ONECALL SYSTEM PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES AND DETERMINE THE EXACT LOCATION OF ALL UTILITIES. CONTRACTOR RESPONSIBLE FOR ANY AND ALL DAMAGES INCURRED BY FAILURE TO LOCATE UTILITIES.

REVISIONS

REV	DATE	DESCRIPTION	INIT
1	11-16-2023	REVISED PER CITY REVIEW LETTER DATED 9-20-2023	MDT
2	01-18-2024	REVISED PER CITY REVIEW LETTER DATED 12-18-2023	MDT
3	03-20-2024	REVISED PER CITY REVIEW LETTER DATED 2-8-2024	MDT
4	05-20-2024	REVISED PER CITY REVIEW LETTER DATED 4-9-2024	MDT

Registered Professional Engineer (Civil)
CERTIFICATE NO. 77934
ERIC S. BEALS
5/02/24
DATE SIGNED
ARIZONA, U.S.A.

Eric Beals

ViewPoint Engineering

FIRM No. F-23395
viewpointengineering.com

2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702

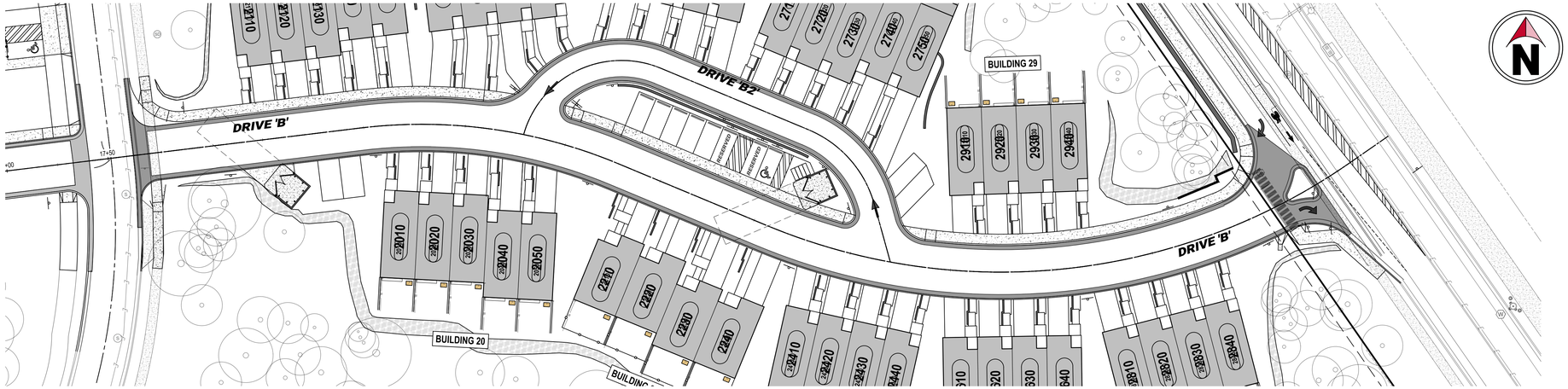
DWN BY: M TOTH
CHK BY: E BEALS

PROJECT: PINEHAVEN RESIDENTIAL LAND DEVELOPMENT
2951 S. MASONIC LANE
COCONINO COUNTY, ARIZONA

APPLICANT: RODG DT FLAGSTAFF PROP CO LLC
2121 E. 6TH STREET, SUITE 203, AUSTIN, TEXAS 78702

TITLE: SITE PLAN REVIEW
ROAD GEOMETRY PLAN & PROFILE
(DRIVE 'A')

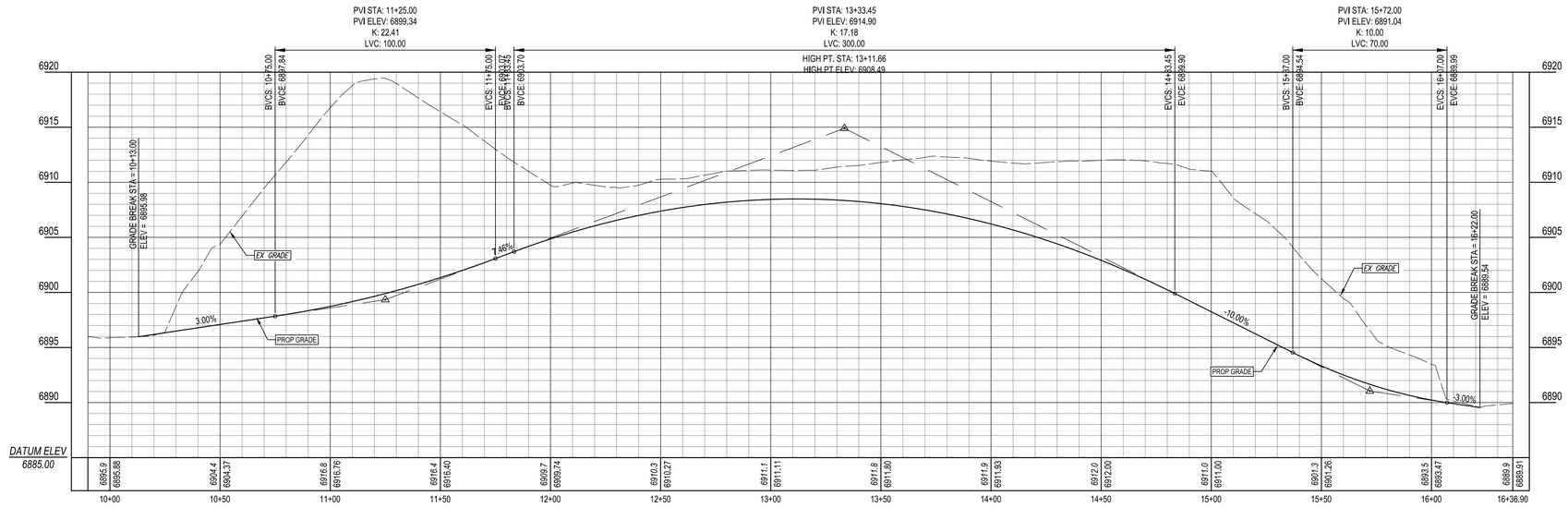
PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID C501
REV 4



B2 PLAN VIEW: DRIVE 'A'

SCALE: 1" = 30'

SCALE: 1" = 30'
15 0 15 30



D2 PROFILE VIEW: DRIVE 'A'

SCALE: (H) 1" = 30' || (V) 1" = 6'

VERTICAL SCALE 0 3' 6'
HORIZONTAL SCALE 0 15' 30'

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4	05-02-2024	REVISED PER CITY REVIEW LETTER DATED 4-9-2024	MDT

Registered Professional Engineer - Civil
CERTIFICATE NO.
77934
ERIC S
BEALS
DATE SIGNED
5/02/24
ARIZONA, U.S.A.

ViewPoint Engineering
2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702
FIRM No. F-23395
viewpointengineering.com

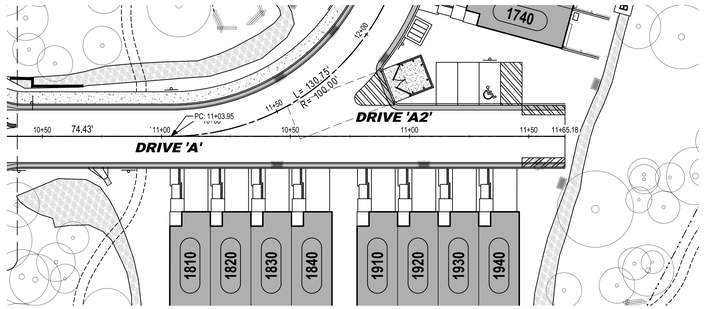
DWN BY: M TOTH
CHK BY: E BEALS

PROJECT: **PINEHAVEN**
RESIDENTIAL LAND DEVELOPMENT
2655 S. HISTORIC LANE
COCONINO COUNTY, ARIZONA

APPLICANT: **RODG DT FLAGSTAFF PROP CO LLC**
2121 E. 6TH STREET, SUITE 203, AUSTIN, TEXAS 78702

TITLE: **SITE PLAN REVIEW**
ROAD GEOMETRY PLAN & PROFILE (DRIVE 'B')

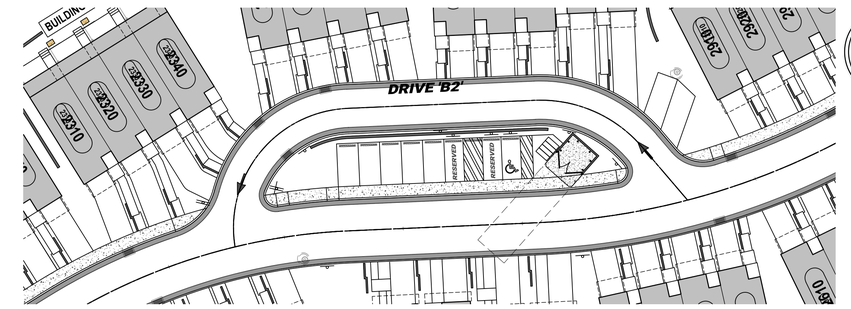
PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID C502
REV 4
SHEET 34 of 46



B2 PLAN VIEW: DRIVE 'A2'

SCALE: 1" = 30'

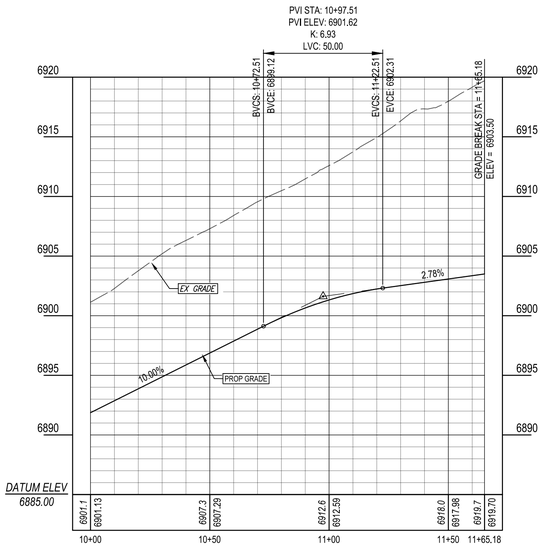
SCALE: 1" = 30'
15 0 15 30



B4 PLAN VIEW: DRIVE 'B2'

SCALE: 1" = 30'

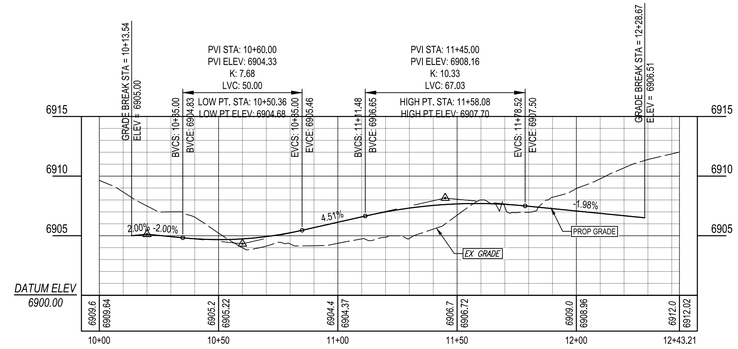
SCALE: 1" = 30'
15 0 15 30



C2 PROFILE VIEW: DRIVE 'A2'

SCALE: (H) 1" = 30' || (V) 1" = 6'

VERTICAL SCALE 0 3' 6'
HORIZONTAL SCALE 0 15' 30'



C4 PROFILE VIEW: DRIVE 'B2'

SCALE: (H) 1" = 30' || (V) 1" = 6'

VERTICAL SCALE 0 3' 6'
HORIZONTAL SCALE 0 15' 30'

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REVISIONS

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Registered Professional Engineer (Civil)
CERTIFICATE NO. 77934
ERIC S. BEALS
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ARIZONA, U.S.A.

ViewPoint Engineering
2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702
FIRM No. F-23395
viewpointengineering.com

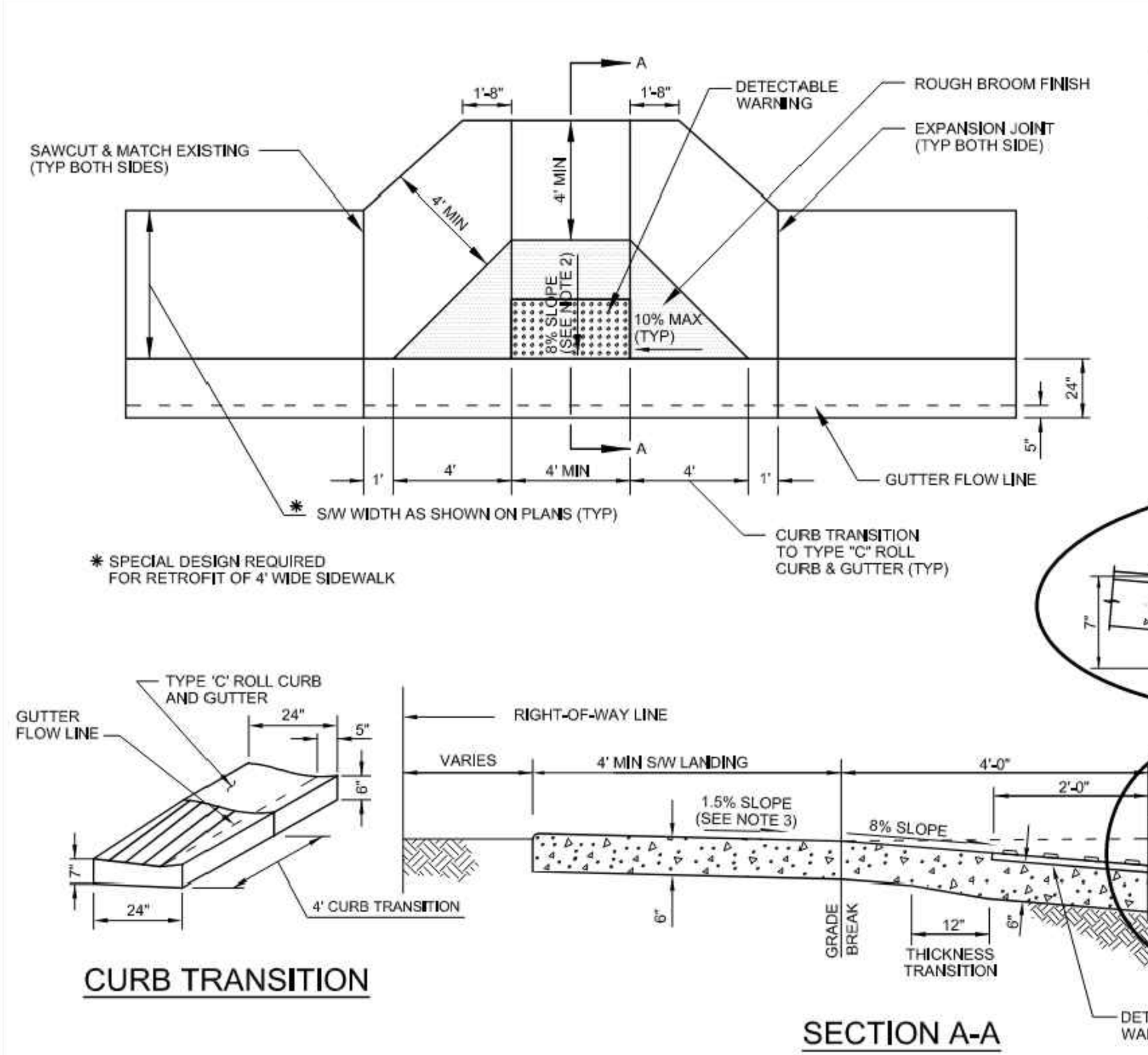
DWN BY: M TOTH
CHK BY: E BEALS

PROJECT: PINEHAVEN RESIDENTIAL LAND DEVELOPMENT
2951 S. MASONIC LANE
COCONINO COUNTY, ARIZONA

APPLICANT: RODG DT FLAGSTAFF PROP CO LLC
2121 E. 6TH STREET, SUITE 203, AUSTIN, TEXAS 78702

TITLE: SITE PLAN REVIEW
ROAD GEOMETRY PLAN & PROFILE
(DRIVE 'A2' & 'B2')

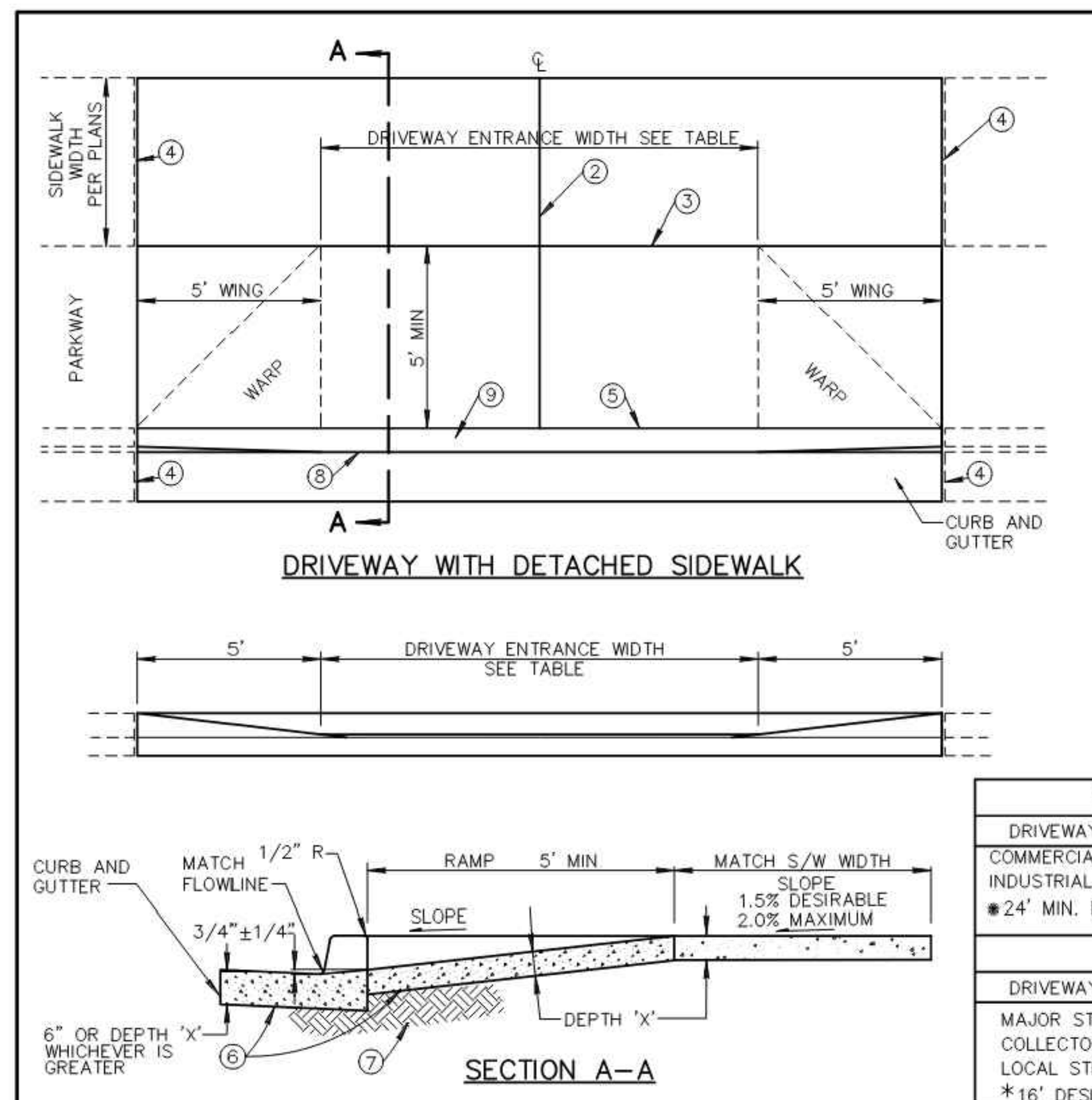
PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID C503
REV 4



NOTES:

1. CLASS 'A' CONCRETE PER SECTION 725.
2. CONSTRUCTION INCLUDING JOINTS, CONCRETE FINISH AND MAXIMUM SLOPES SHALL CONFORM TO SECTION 340.
3. SIDEWALK SURFACE TO MATCH 1.5 % SLOPE FROM TOP OF CURB.
4. DETECTABLE WARNING IS TO COMPLY WITH THE JURISDICTIONAL AGENCY'S REQUIREMENTS.

DETAIL NO.			REVISED	DETAIL NO.
238-4	MARICOPA ASSOCIATION of GOVERNMENTS — STANDARD DETAIL ENGLISH	SINGLE CURB RAMP MID-BLOCK RESIDENTIAL STREET W/ 4" ROLL CURB	01-01-2020	238-4

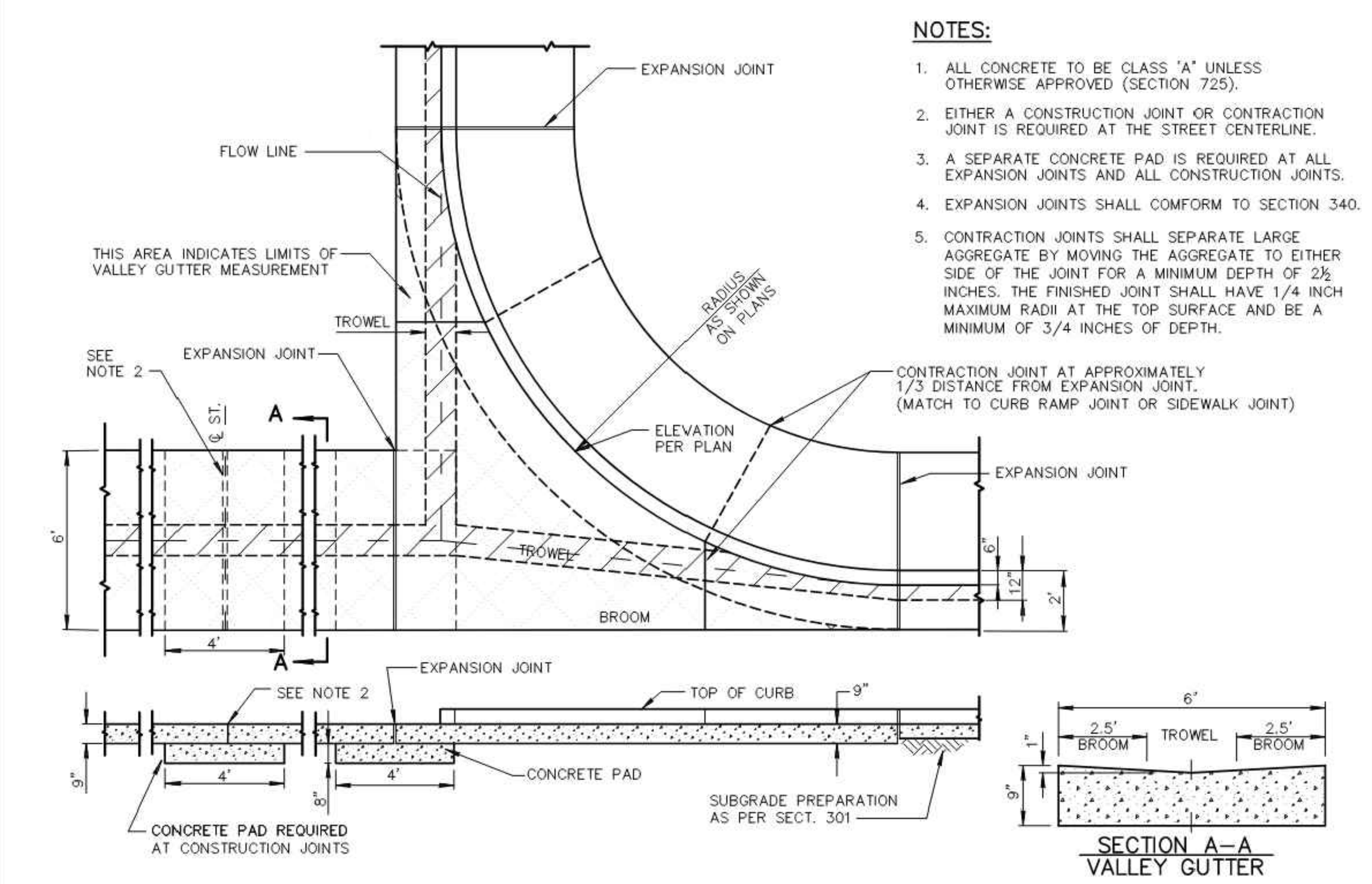


NOTES:

1. DEPRESSED CURB SHALL BE PAID FOR AT THE CONTRACT UNIT PRICE FOR THE TYPE OF CURB USED AT THAT LOCATION.
2. CONTRACTION JOINT ON D/W CENTERLINE.
3. CONTRACTION JOINT.
4. 1/2-INCH EXPANSION JOINTS SHALL COMPLY WITH SECTION 340.
5. BACK OF CURB – CONSTRUCTION JOINT.
6. CONCRETE CLASS AS NOTED IN TABLE. CONCRETE PER SECTION 725.
7. SUBGRADE PREPARATION, SECT. 301.
8. FLOW LINE OF GUTTER.
9. DEPRESSED CURB.
10. SECT. A-A AND ELEVATION: D/W SHOWN WITH VERTICAL CURB AND GUTTER, ROLL TYPE CURB AND GUTTER TREATED SIMILARLY.
11. ROUGH BROOM FINISH FULL WIDTH OF RAMP AND WINGS.
12. TROWEL AND USE LIGHT HAIR BROOM FINISH FOR WALKWAY AREA.
13. 'DRIVEWAY ENTRANCE WIDTH' IS THE DRIVEWAY WIDTH PLUS ADDITIONAL WIDENING REQUIRED BY THE LOCAL JURISDICTION.
14. ELEVATION AT TOP OF DRIVEWAY RAMP SHALL BE EQUAL TO OR HIGHER THAN NORMAL CURB ELEVATION.

COMMERCIAL AND INDUSTRIAL				
DRIVEWAY ENTRANCE WIDTH	MIN.	MAX.	CLASS	DEPTH 'X'
COMMERCIAL	* 16'	40'	A	9"
INDUSTRIAL	* 16'	40'	A	9"
*24' MIN. FOR TWO WAY TRAFFIC				
RESIDENTIAL				
DRIVEWAY ENTRANCE WIDTH	MIN.	MAX.	CLASS	DEPTH 'X'
MAJOR STREET	16'	30'	B	5"
COLLECTOR STREET	* 12'	30'	B	5"
LOCAL STREET	12'	30'	B	5"
*16' DESIRABLE				

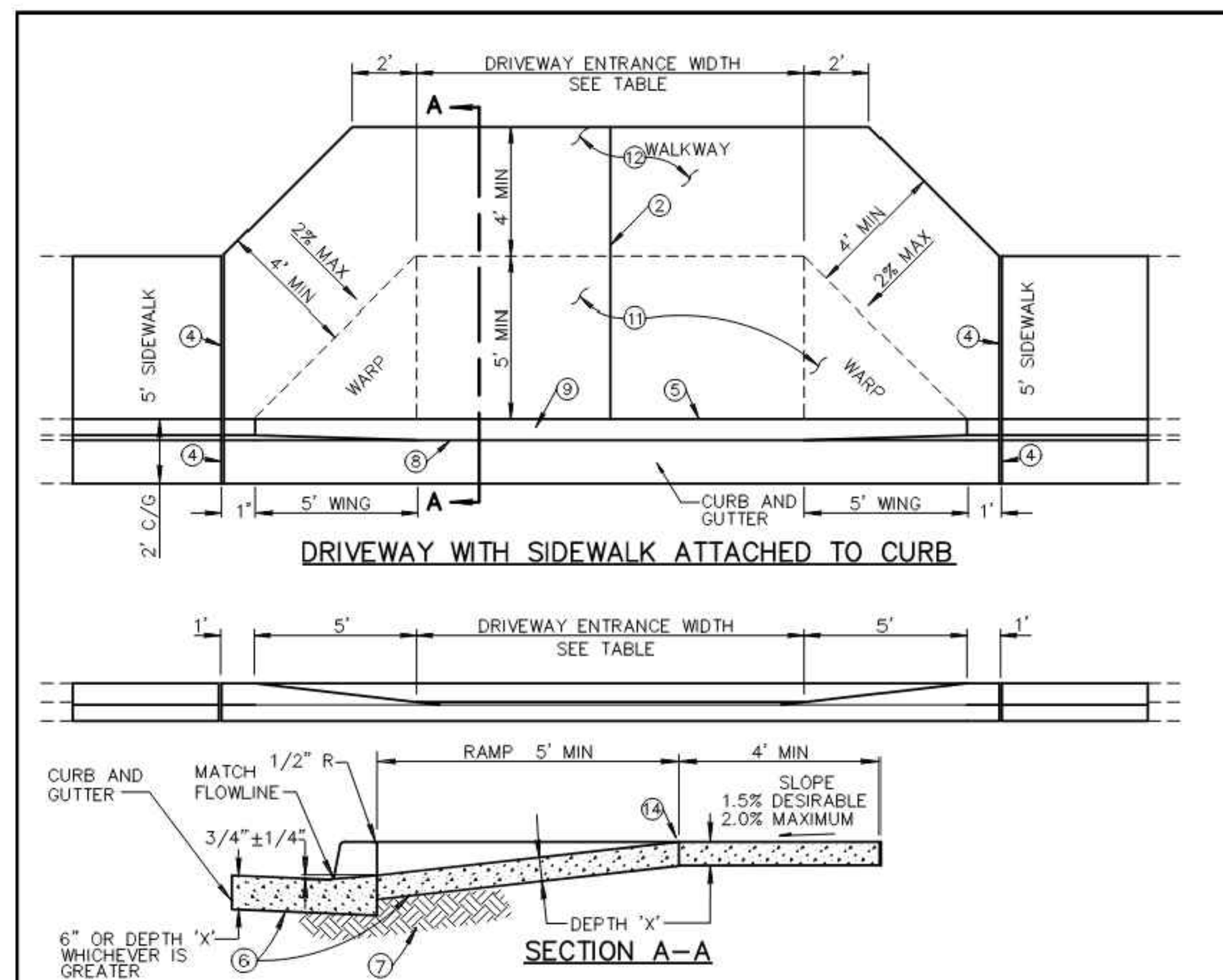
DETAIL NO.			REVISED	DETAIL NO.
250-1	MARICOPA ASSOCIATION of GOVERNMENTS — STANDARD DETAIL ENGLISH	DRIVEWAY ENTRANCES WITH DETACHED SIDEWALK	01-01-2014	250-1



NOTES:

1. ALL CONCRETE TO BE CLASS "A" UNLESS OTHERWISE APPROVED (SECTION 725).
2. EITHER A CONSTRUCTION JOINT OR CONTRACTION JOINT IS REQUIRED AT THE STREET CENTERLINE.
3. A SEPARATE CONCRETE PAD IS REQUIRED AT ALL EXPANSION JOINTS AND ALL CONSTRUCTION JOINTS.
4. EXPANSION JOINTS SHALL COMFORM TO SECTION 340.
5. CONTRACTION JOINTS SHALL SEPARATE LARGE AGGREGATE BY MOVING THE AGGREGATE TO EITHER SIDE OF THE JOINT FOR A MINIMUM DEPTH OF 2½ INCHES. THE FINISHED JOINT SHALL HAVE 1/4 INCH MAXIMUM RADII AT THE TOP SURFACE AND BE A MINIMUM OF 3/4 INCHES OF DEPTH.

DETAIL NO.			REVISED	DETAIL NO.
240	MARICOPA ASSOCIATION of GOVERNMENTS — STANDARD DETAIL ENGLISH	VALLEY GUTTER	01-01-2010	240

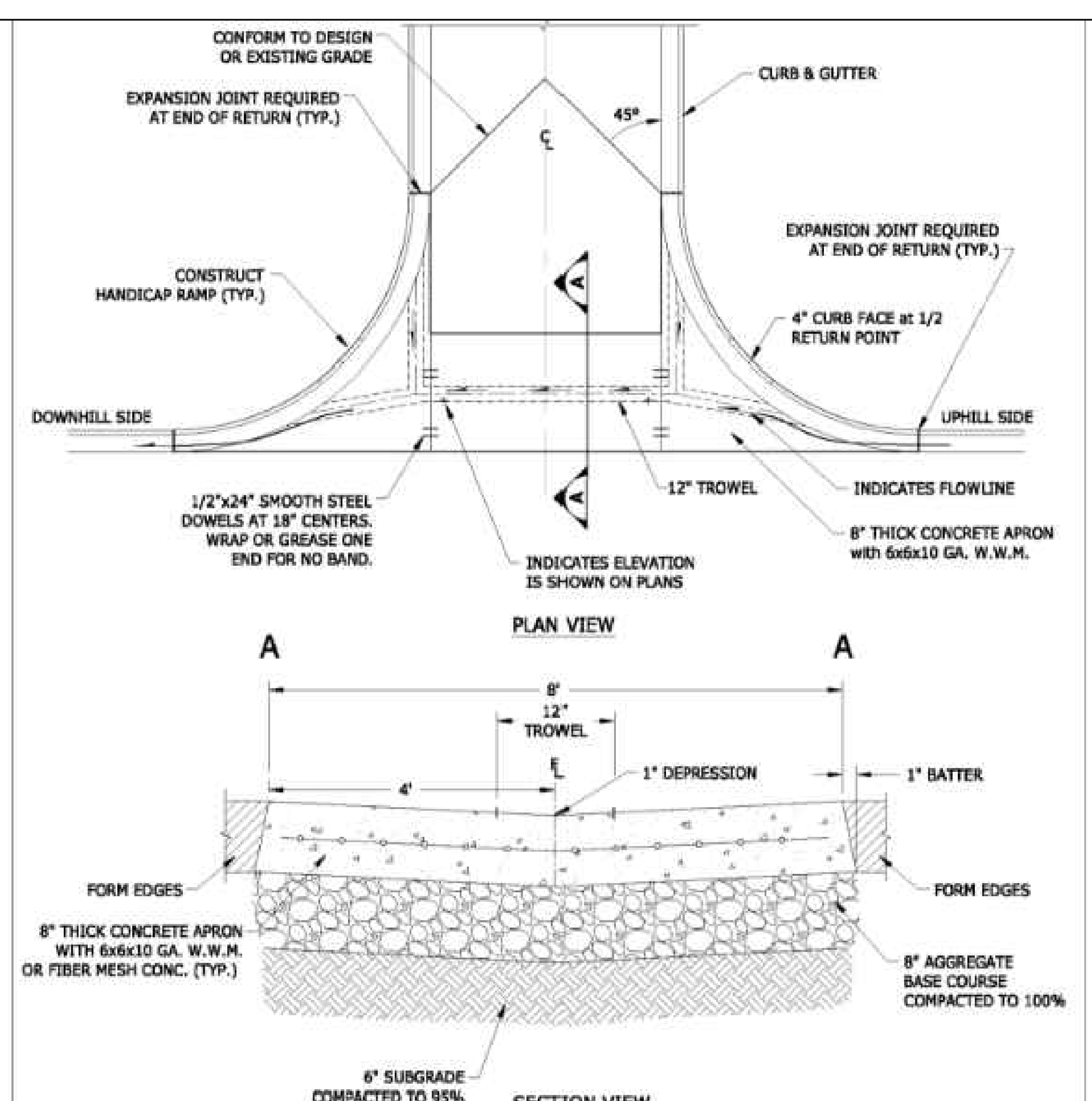


NOTES:

1. DEPRESSED CURB SHALL BE PAID FOR AT THE CONTRACT UNIT PRICE FOR THE TYPE OF CURB USED AT THAT LOCATION.
2. CONTRACTION JOINT(S) FOR DRIVEWAY ENTRANCE: WIDTH LESS THAN 22' NONE REQUIRED; WIDTH GREATER THAN 22' AND LESS THAN 30' LOCATE SINGLE JOINT ON D/W CENTERLINE; WIDTH OF 30' OR GREATER LOCATE TWO JOINTS TO EQUALLY DIVIDE THE DRIVEWAY ENTRANCE WIDTH.
3. DETAIL GEOMETRICS ARE BASED ON A CURB HEIGHT OF SIX INCHES (6"), AN ATTACHED SIDEWALK WIDTH OF FIVE FEET (5'), AND A DRIVEWAY RAMP LENGTH NOT EXCEEDING SIX FEET (6'). GEOMETRIC MODIFICATIONS MAY BE REQUIRED WHEN CONDITIONS ARE MODIFIED.
4. 1/2-INCH EXPANSION JOINTS SHALL COMPLY WITH SECTION 340.
5. BACK OF CURB – CONSTRUCTION JOINT.
6. CONCRETE CLASS AS NOTED IN TABLE. CONCRETE PER SECTION 725.
7. SUBGRADE PREPARATION, SECT. 301.
8. FLOW LINE OF GUTTER.
9. DEPRESSED CURB.
10. SECT. A-A AND ELEVATION: D/W SHOWN WITH VERTICAL CURB AND GUTTER, ROLL TYPE CURB AND GUTTER TREATED SIMILARLY.
11. ROUGH BROOM FINISH FULL WIDTH OF RAMP AND WINGS.
12. TROWEL AND USE LIGHT HAIR BROOM FINISH FOR WALKWAY AREA.
13. 'DRIVEWAY ENTRANCE WIDTH' IS THE DRIVEWAY WIDTH PLUS ADDITIONAL WIDENING REQUIRED BY THE LOCAL JURISDICTION.
14. ELEVATION AT TOP OF DRIVEWAY RAMP SHALL BE EQUAL TO OR HIGHER THAN NORMAL CURB ELEVATION.

COMMERCIAL AND INDUSTRIAL					RESIDENTIAL				
DRIVEWAY ENTRANCE WIDTH	MIN.	MAX.	CLASS	DEPTH 'X'	DRIVEWAY ENTRANCE WIDTH	MIN.	MAX.	CLASS	DEPTH 'X'
COMMERCIAL	* 16'	40'	A	9"	MAJOR STREET	16'	30'	B	5"
INDUSTRIAL	* 16'	40'	A	9"	COLLECTOR STREET	* 12'	30'	B	5"
*24' MIN. FOR TWO WAY TRAFFIC					LOCAL STREET	12'	30'	B	5"
					*16' DESIRABLE				

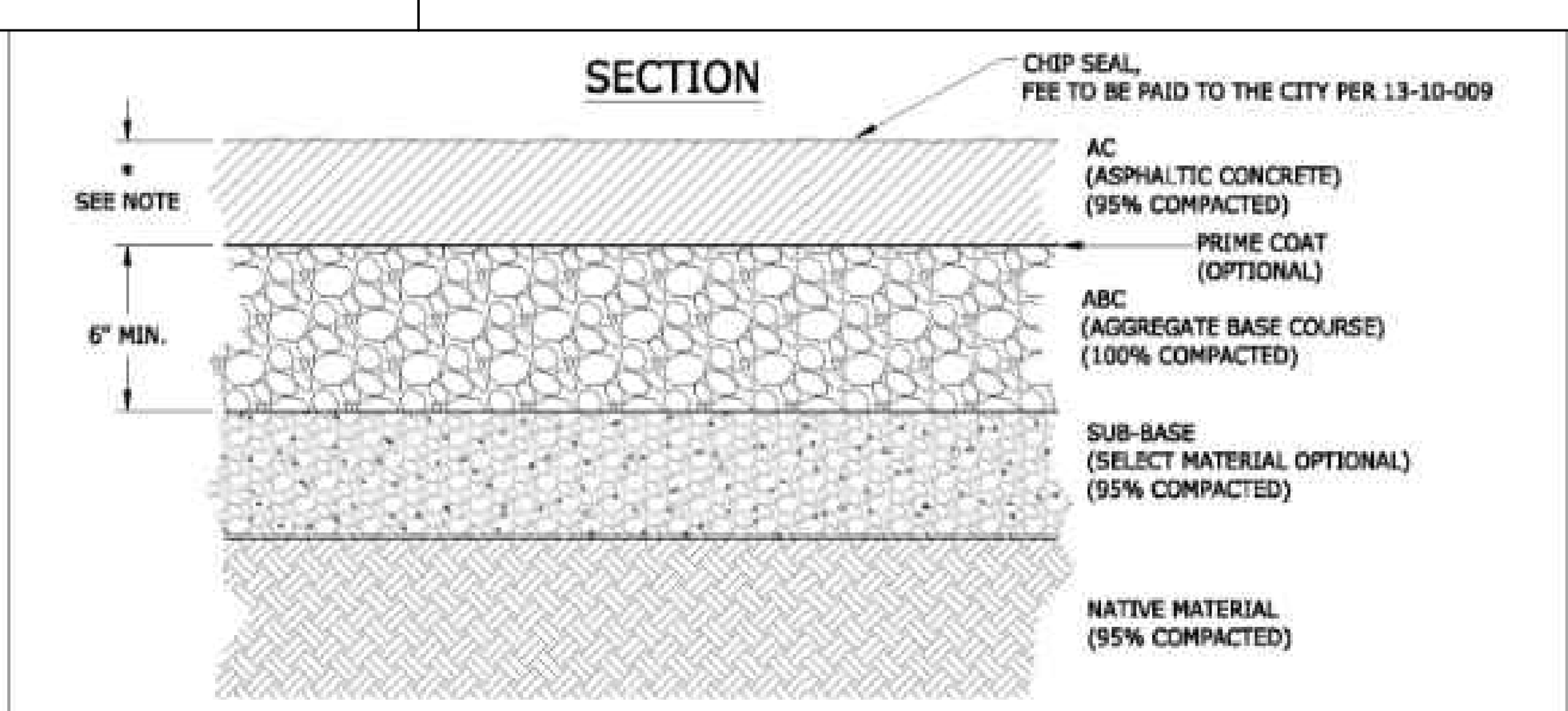
DETAIL NO.			REVISED	DETAIL NO.
250-2	MARICOPA ASSOCIATION of GOVERNMENTS — STANDARD DETAIL ENGLISH	DRIVEWAY ENTRANCES WITH SIDEWALK ATTACHED TO CURB	01-01-2013	250-2



1. CONCRETE SHALL BE CLASS "AA" (WITH 5-7% ENTRAINED AIR)
2. NO CONCRETE SHALL BE PLACED PRIOR TO FORM INSPECTION BY THE CITY ENGINEER OR HIS REPRESENTATIVE.
3. ASPHALTIC CONCRETE SHALL BE HELD 1/4" HIGH AT EDGE OF CONCRETE.

NTS

City of Flagstaff ENGINEERING DETAIL — STANDARD VALLEY GUTTER — DETAIL NO. 8-06-010 — REVISION DATE: 11/22/16 — 1/1



* THE MINIMUM DEPTH OF THE AC VARIES, DEPENDING ON THE TYPE OF ROADWAY. THE TYPICAL MINIMUM PAVEMENT DEPTHS ARE AS FOLLOWS, OR MATCH EXISTING, WHICHEVER IS GREATER.

ARTERIALS = 5"
COLLECTORS = 4"
LOCALS & ALLEYS = 3"

OFF-STREET PARKING MINIMUM DEPTH OF AC IS 2 1/2"
PARKING LOTS MAY BE PAVED WITH 4" PORTLAND CEMENT CONCRETE UPON COMPACTED SUBGRADE.

ALTERNATIVE SECTIONS:

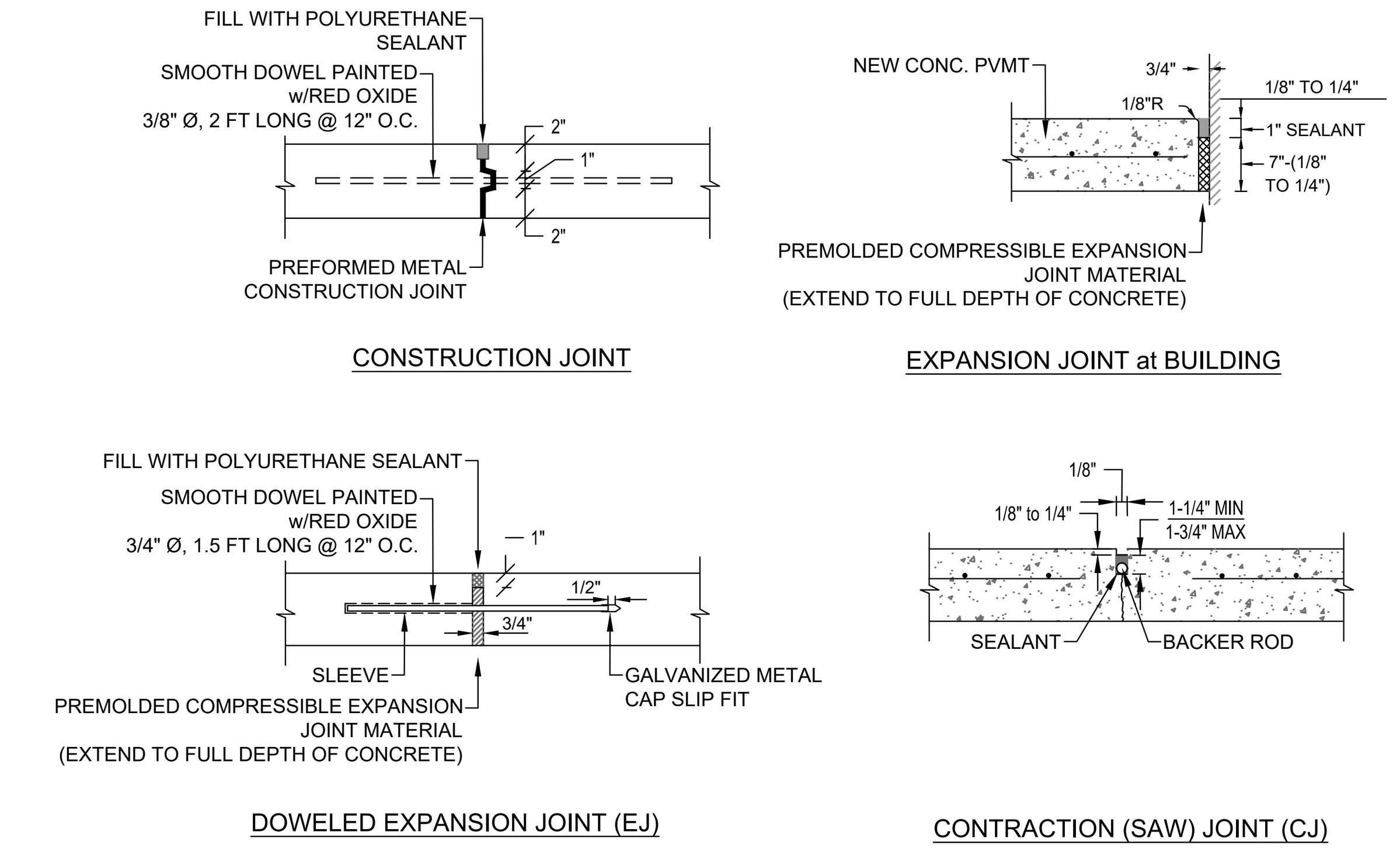
1. FOR PARKING LOTS, ALTERNATIVE SECTIONS OF PAVEMENT WILL BE CONSIDERED (I.e. PAVERS, POROUS ASPHALT AND CONCRETE, GRASS CRETE, GRAVEL PAVE, ETC.)

NOTES:

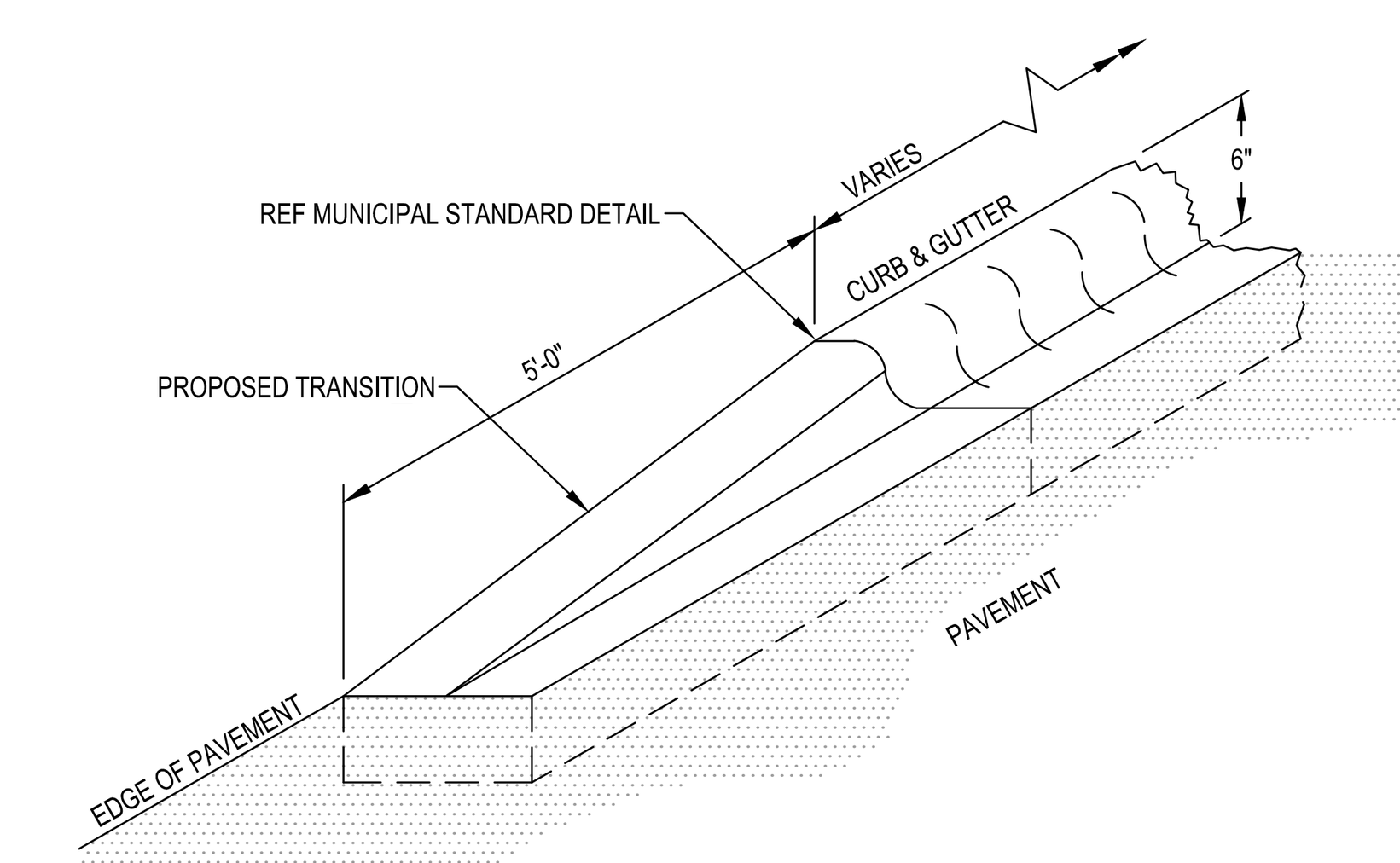
1. ALTERNATIVE SECTIONS SHALL BE LIMITED TO THE PARKING AREAS AND DRIVE AISLES THAT DO NOT SERVE AS FIRE ACCESS AISLES.
2. THE PROFESSIONAL ENGINEER MAY RECOMMEND PAVEMENT STRUCTURAL SECTION THAT ARE EQUIVALENT TO THE MINIMUM SECTIONS ABOVE.

NTS

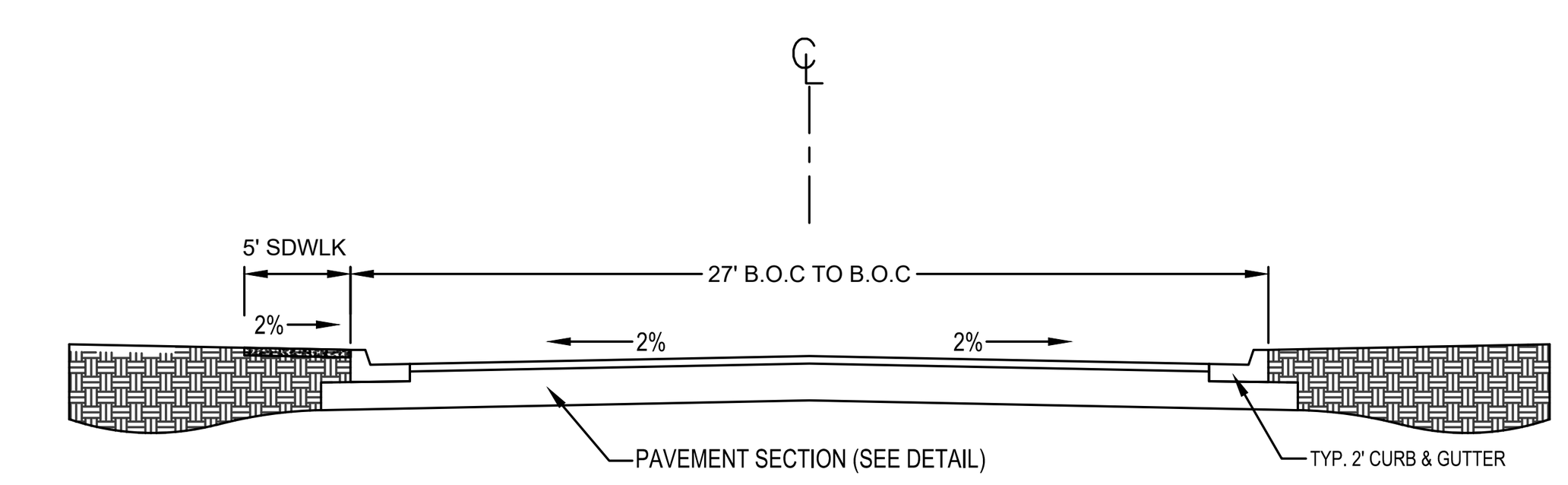
City of Flagstaff ENGINEERING DETAIL — PAVEMENT STRUCTURAL SECTIONS for STREETS & OFF-STREET PARKING LOTS — DETAIL NO. 10-09-010 — REVISION DATE: 11/22/16 — 1/1



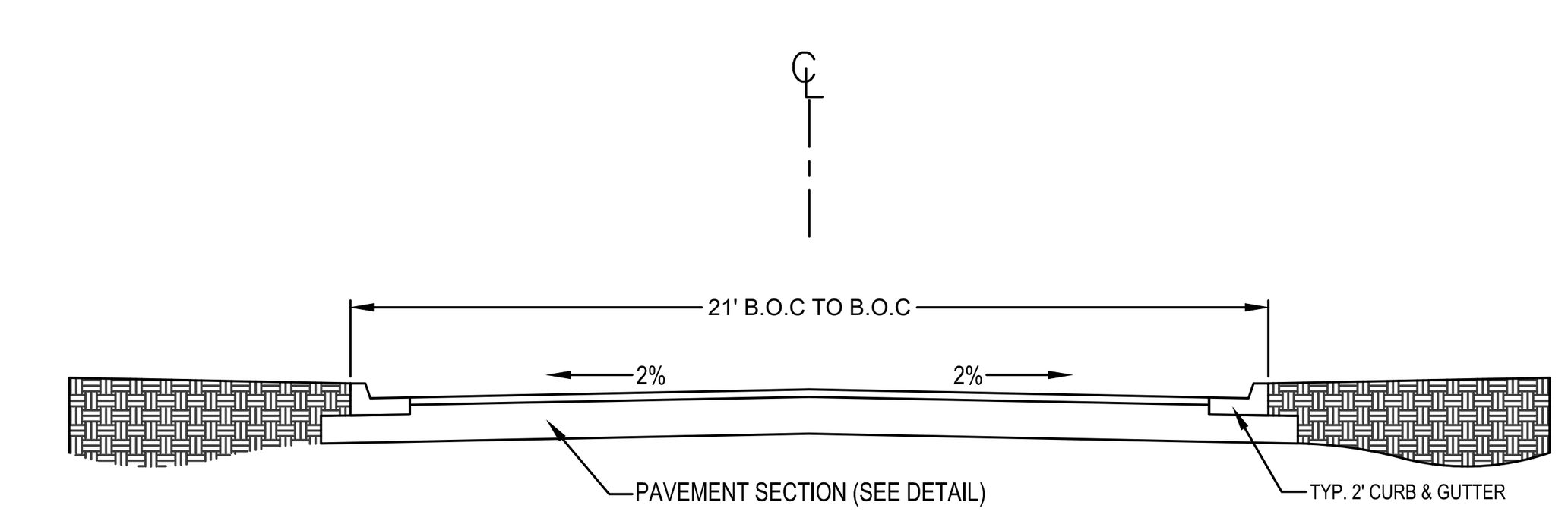
B5 PAVEMENT JOINTS
NOT TO SCALE



C5 CURB TRANSITION
NOT TO SCALE



D5 DRIVE 'A', 'A2' & 'B' SECTION TYPICAL
NOT TO SCALE



E5 DRIVE 'B2' SECTION TYPICAL
NOT TO SCALE

REVISIONS

REV	DATE	DESCRIPTION	INIT
1	11-16-2023	REVISED PER CITY REVIEW LETTER DATED 9-20-2023	MDT
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3	03-20-2024	REVISED PER CITY REVIEW LETTER DATED 2-8-2024	MDT
4	05-02-2024	REVISED PER CITY REVIEW LETTER DATED 4-9-2024	MDT

Registered Professional Engineer (Civil) CERTIFICATE NO. 77934 ERIC S. BEALS DATE SIGNED 5/02/24 ARIZONA, U.S.A.

ViewPoint Engineering
2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702
FIRM No. F-23395
viewpointengineering.com

DWN BY: M TOTH
CHK BY: E BEALS

PROJECT: PINEHAVEN RESIDENTIAL LAND DEVELOPMENT, 2951 S. MASONIC LANE, COCONINO COUNTY, ARIZONA
APPLICANT: RODG DT FLAGSTAFF PROP CO LLC, 2121 E. 6TH STREET, SUITE 203, AUSTIN, TEXAS 78702
TITLE: SITE PLAN REVIEW CONSTRUCTION DETAILS

PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID C510 REV 4
SHEET 36 of 46

V:\HORIZ\22004 FLAGSTAFF 14\DRAWINGS\CONST DWGS\22004 DETAIL

NO	DESCRIPTION OF REVISIONS	MADE BY	DATE
1	REVISED GENERAL NOTE 3; SLOPES & LENGTHS	RLF	11/06
2	DELETED GENERAL NOTE 8	RLF	5/07
3	ADDED NOTE & REVISED VIEW	RLF	5/12
4			

◧ Ramp Shall Be Laid Out Radially from the Back of the 5' Wide Detectable Warning Strip, Except That In No Case Shall It Be Less Than 4' Wide at the Back of the Sidewalk

PLAN

SECTION A-A

PERSPECTIVE

ELEVATION
DEPRESSED CURB AT SIDEWALK RAMP

GENERAL NOTES

1. For use where sidewalk is not continuous.
2. Ramp centerline shall be radial from the face of the curb at the Sidewalk Ramp Control Point.
3. ① For ramps 15-ft long or less, the 15:1 slope governs. If a 15:1 slope results in a ramp length longer than 15-ft, the 15:1 slope may be waived and the ramp length held at 15-ft, regardless of the slope.
4. The top of the Ramp Curb along the back of the Sidewalk Ramp shall match the elevation of the adjacent back of sidewalk and run parallel to the Sidewalk Ramp. The Ramp Curb along the side of the Sidewalk Ramp shall match the elevation at the back of the Curb & Gutter and the back of Ramp Curb.
5. Drainage inlets should not be located within the marked crosswalks, or if crosswalks aren't marked, within the area a standard marked crosswalk would enclose.
6. Concrete shall receive a rough broom finish as shown.
7. See Std Dwgs C-05.10 and C-05.20 for joint details.
8. ② ■ Pedestrian Push Button Pole When Shown on Traffic Plans. See Traffic Signal Plans for Additional Information
9. ◑ 10" Maximum to Face of Pedestrian Push Button

LEGEND

▲ Minimum Slope = 100:1 (0.01 'm)

Maximum Slope = 50:1 (0.02 'm)

◪ Maximum Slope = 20:1 (0.05 'm) ③

SIDEWALK RAMP AT SIDEWALK TERMINUS

APPROVED FOR DESIGN	STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION ROADWAY STANDARD DRAWINGS	REV. 5/12
APPROVED FOR DISTRIBUTION	SIDEWALK RAMP TYPE C	DRAWING NO. C-05.30 Sheet 3 of 7

normal.dot1

V:\Roadway\users\tdt836\

11:24:22 AM

NO	DESCRIPTION OF REVISIONS	MADE BY	DATE
1	REISSUED STD DWG	RLF	5/07
2	ADDED NOTE & REVISED VIEW	RLF	5/12
3	REVISED DIMENSION LOCATION	RLF	5/12
4			

◧ Ramp Shall Be Laid Out Radially from the Back of the 5' Wide Detectable Warning Strip, Except That In No Case Shall It Be Less Than 4' Wide at the Back of the Sidewalk

TWO CROSSING DIRECTIONS AT CORNER

ONE CROSSING DIRECTION AT CORNER

SECTION A-A

SECTION B-B

SECTION C-C

RAMP CURB DETAIL

PARALLEL SIDEWALK RAMP

GENERAL NOTES

1. Ramp centerline shall be radial from the face of the curb at the Sidewalk Ramp Control Point.
2. For ramps 15-ft long or less, the 15:1 slope governs. If a 15:1 slope results in a ramp length longer than 15-ft, the 15:1 slope may be waived and the ramp length held at 15-ft, regardless of the slope.
3. Drainage inlets should not be located within the marked crosswalks, or if crosswalks aren't marked, within the area a standard marked crosswalk would enclose.
4. Concrete shall receive a rough broom finish as shown.
5. See Std Dwgs C-05.10 and C-05.20 for joint details.
- ● See Note 2
- ◑ 10" Maximum to Face of Pedestrian Push Button
- ■ Pedestrian Push Button Pole When Shown on Traffic Plans. See Traffic Signal Plans for Additional Information

LEGEND

▲ Minimum Slope = 100:1 (0.01 'm)

Maximum Slope = 50:1 (0.02 'm)

② ◪ Maximum Slope = 20:1 (0.05 'm)

APPROVED FOR DESIGN	STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION ROADWAY STANDARD DRAWINGS	REV. ① 5/12
APPROVED FOR DISTRIBUTION	SIDEWALK RAMP TYPE A	DRAWING NO. C-05.30 Sheet 1 of 7

normal.dot1

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11:24:28 AM

PROVIDE TAPERED CONCRETE
CONCRETE PAD SLOPE TO GUTTERLINE AT 2% MIN
ROAD 'A'
ROAD 'B'

D2 CURB CUT DETAIL

NOT TO SCALE

NO	DESCRIPTION OF REVISIONS	MADE BY	DATE
1	REISSUED STANDARD DRAWING	RLF	5/07
2	ADDED TYPE E & E-1 CURBS, REVISED TABLES & NOTE	RLF	5/12
3	REARRANGED STANDARD DRAWING GRAPHICS	RLF	5/12
4	ADDED NOTE AND REVISED VIEW	RLF	5/12

SINGLE CURB TYPE A & A1

CURB & GUTTER TYPE G

SINGLE CURB TYPE G

CURB & GUTTER TYPE B, C, C-1, E & E-1

VALLEY GUTTER

EMBANKMENT CURB

CURB & GUTTER TYPE D, D-1, D-2 & D-3

DEPRESSED CURB & GUTTER

CURB TERMINAL SECTION

EXPANSION JOINT DETAIL

GENERAL NOTES
SINGLE CURB AND CURB & GUTTER

1. Single curb and curb & gutter may be constructed by the use of forms or the concrete may be extruded.
2. When the pavement section slopes away from the gutter, the slope of the gutter shall match the pavement cross slope. Therefore, the gutter depression is not applicable.
3. Two-inch deep contraction joints shall be placed in the curb and the gutter at locations which match the joints in adjacent PCCP and at approximate 15' centers when adjacent to AC pavement. Joints shall be either hand-tooled or sawn.
4. Expansion joints shall be located at tangent points in curb returns, at structures and at maximum 60' intervals. The ½" joint filler shall extend the full depth of the concrete.
5. Concrete shall be finished with a steel trowel followed by brushing with a fine brush along the length of the curb and gutter.
6. All exposed edges and hand-tooled joints shall be finished with a tool having a ¼" radius, or as noted on the plans.
7. Place AB under single curb, valley gutter, and curb & gutter when shown on plans

④ ◪ Gutter Depression shall be reduced at sidewalk ramps (C-05.30) to achieve a maximum gutter cross-slope of 5%.

② ◑ See Plans (6 inch typical)

◧ Curb Radius when shown on plans

EMBANKMENT CURB

1. No additional finishing will be required after extrusion or removal of the forms when the curb presents a neat appearance and the surface is uniform in texture and color.
2. The curb shall conform to the cross section as shown except that the horizontal dimensions shall not vary more than ½".

Curb & Gutter Type	Curb Height h	Gutter Width w	Gutter Depression d ◪ ④
D	◑	2'-0"	1⅝"
D-1	◑	2'-6"	1¾"
D-2	◑	4'-6"	1¾"
D-3	◑	2'-0"	N/A
G	◑	2'-0"	1⅝"

URBAN FREEWAY CURB & GUTTER

Curb & Gutter Type	Curb Height h	Curb Width c	Slope	Gutter Depression d
B	6"	1'-6"	3:1	2"
C	3"	1'-6"	6:1	5/8"
C-1	3"	1'-6"	6:1	N/A
② E	4"	2'-0"	6:1	5/8"
E-1	4"	2'-0"	6:1	N/A

① Type D-3 See General Note 2

APPROVED FOR DESIGN	STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION ROADWAY STANDARD DRAWINGS	REV. ① 5/12
APPROVED FOR DISTRIBUTION	CURB & GUTTER CURB GUTTER ③	DRAWING NO. C-05.10

normal.dot1

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REV	DATE	DESCRIPTION	INIT
1	11-15-2023	REVISED PER CITY REVIEW LETTER DATED 9-20-2023	MDT
2	01-15-2024	REVISED PER CITY REVIEW LETTER DATED 12-18-2023	MDT
3	03-26-2024	REVISED PER CITY REVIEW LETTER DATED 2-8-2024	MDT
4	05-02-2024	REVISED PER CITY REVIEW LETTER DATED 4-9-2024	MDT

Registered Professional Engineer (Civil) CERTIFICATE NO. 77934 ERIC S. BEALS 5/02/24 REGISTERED ARIZONA, U.S.A.

Eric Beals

ViewPoint Engineering
2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702
FIRM No. F-23395
viewpointengineering.com

DWN BY: M TOTH
CHK BY: E BEALS

PROJECT: PINEHAVEN
RESIDENTIAL SUBDIVISION AND DEVELOPMENT
2951 SUNSET LANE
COCONINO COUNTY, ARIZONA

APPLICANT: RODG DT FLAGSTAFF PROP CO LLC
2121 E 6th STREET, SUITE 203, AUSTIN, TEXAS 78702

TITLE: SITE PLAN REVIEW
CONSTRUCTION DETAILS

PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID C511
REV. 4
SHEET 37 of 46

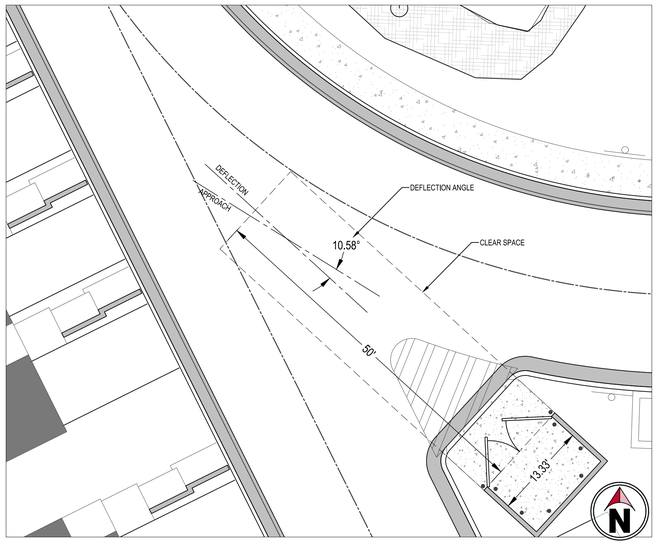
V:\WORK\22004 FLAGSTAFF TH\DRAWINGS\CIVIL\ SWCS\22004 DETAIL



B1 TRASH ENCLOSURE - CLUBHOUSE

SCALE 1" = 5'

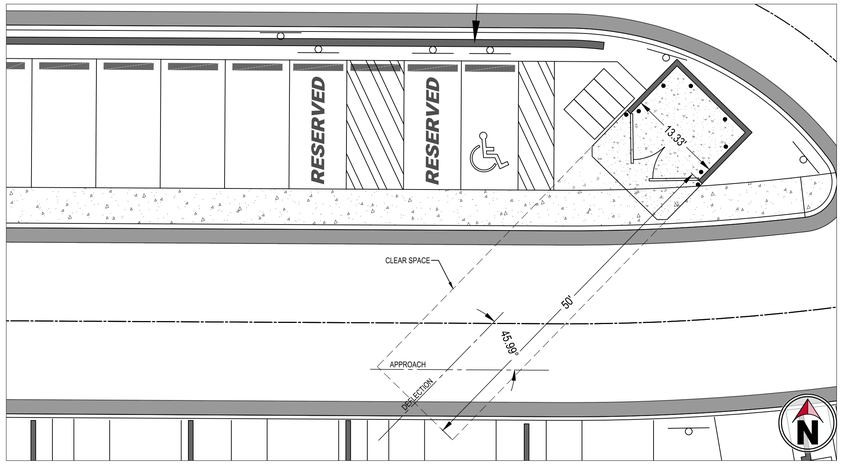
SCALE: 1" = 10'



D1 TRASH ENCLOSURE - ROAD A

SCALE 1" = 5'

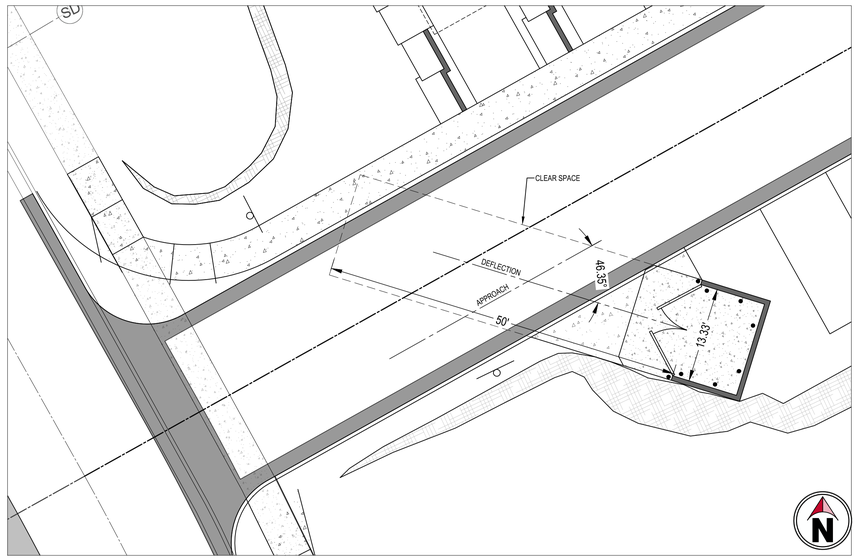
SCALE: 1" = 10'



B4 TRASH ENCLOSURE - ROAD B PARKING AREA

SCALE 1" = 5'

SCALE: 1" = 10'



D4 TRASH ENCLOSURE ROAD B

SCALE 1" = 5'

SCALE: 1" = 10'

REVISIONS

REV	DATE	DESCRIPTION	INIT
1	11-16-2023	REVISED PER CITY REVIEW LETTER DATED 9-20-2023	MDT
2	01-18-2024	REVISED PER CITY REVIEW LETTER DATED 12-18-2023	MDT
3	03-20-2024	REVISED PER CITY REVIEW LETTER DATED 2-8-2024	MDT
4	05-02-2024	REVISED PER CITY REVIEW LETTER DATED 4-9-2024	MDT

Registered Professional Engineer (Civil)
CERTIFICATE NO. 77934
ERIC S. BEALS
5/02/24
DATE SIGNED
ARIZONA, U.S.A.

ViewPoint Engineering
2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702
FIRM No. F-23395
viewpointengineering.com

DWN BY: M TOTH
CHK BY: E BEALS

PROJECT: PINEHAVEN RESIDENTIAL LAND DEVELOPMENT
2951 S. MASONIC LANE
COCONINO COUNTY, ARIZONA

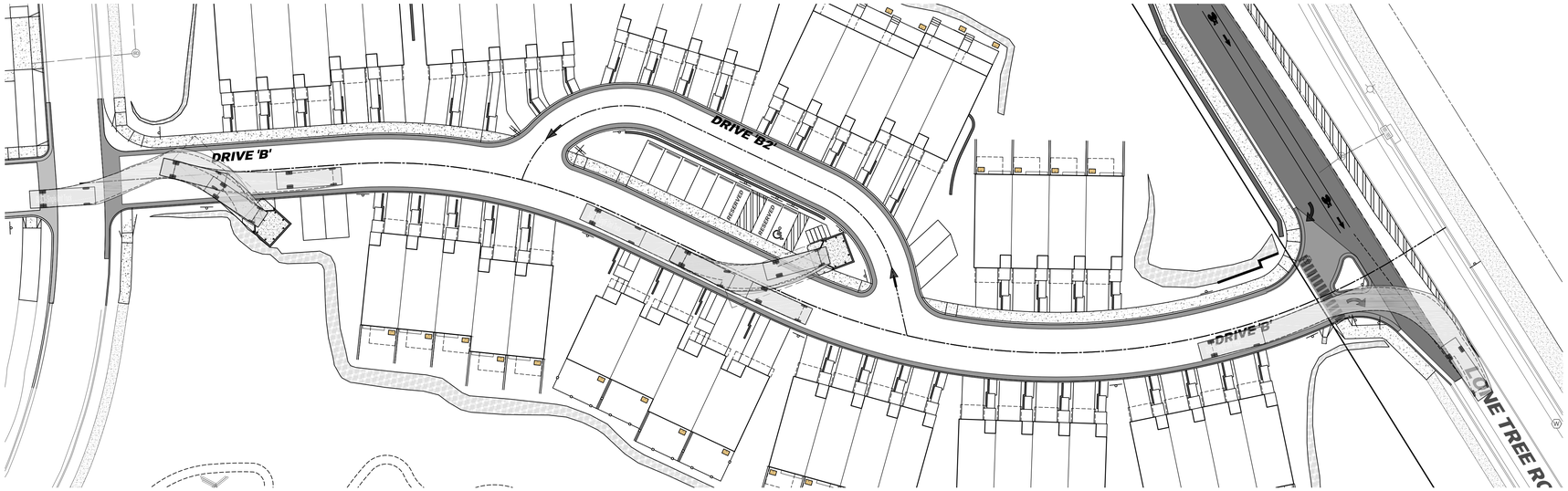
APPLICANT: RODG DT FLAGSTAFF PROP CO LLC
2121 E. 6TH STREET, SUITE 203, AUSTIN, TEXAS 78702

TITLE: SITE PLAN REVIEW
TRASH ENCLOSURE DETAILS

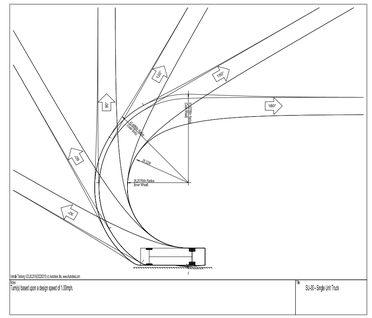
PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID C512
REV 4

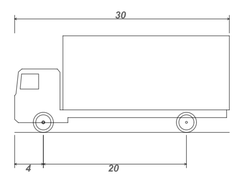


B1 TRASH TRUCK MOVEMENT - ROAD 'A'
SCALE 1" = 30'



D1 TRASH TRUCK MOVEMENT - ROAD 'B'
SCALE 1" = 30'





SU-30 - Single Unit Truck	
Overall Length	*30.000ft*
Overall Width	*8.000ft*
Overall Body Height	*13.500ft*
Min Body Ground Clearance	*1.367ft*
Track Width	*8.000ft*
Lock-to-lock time	*5.00s*
Max Steering Angle (Virtual)	*31.80°*

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4	05-02-2024	REVISED PER CITY REVIEW LETTER DATED 4-9-2024	MDT

Registered Professional Engineer (Civil)
CERTIFICATE NO.
77934
ERIC S. BEALS
REGISTERED
ARIZONA, U.S.A.
5/02/24

ViewPoint Engineering
2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702
FIRM No. F-23395
viewpointengineering.com

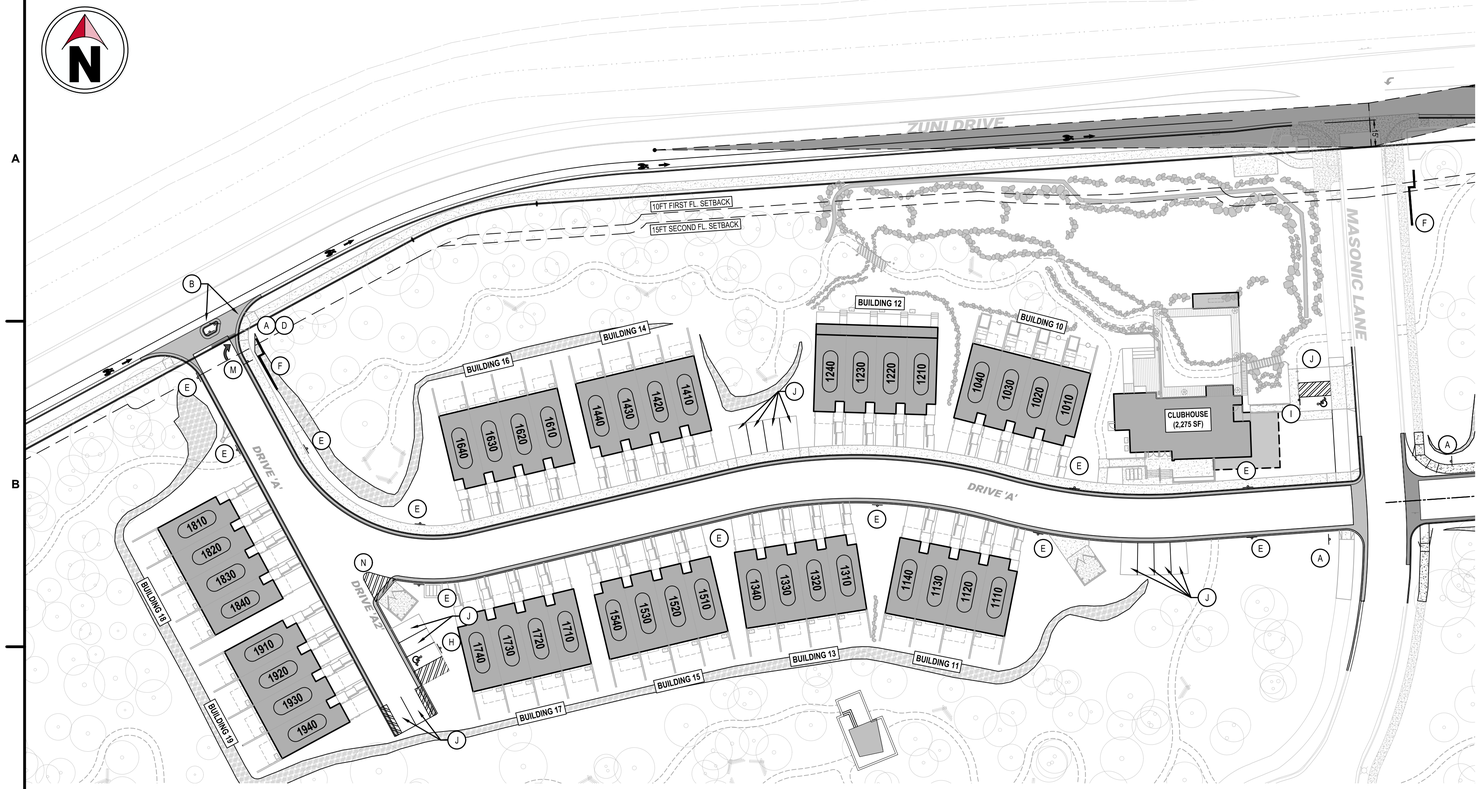
DWN BY: M TOTH
CHK BY: E BEALS

PROJECT: **PINEHAVEN**
RESIDENTIAL LAND DEVELOPMENT
2655 S. MASONIC LANE
COCONINO COUNTY, ARIZONA

APPLICANT: **RODG DT FLAGSTAFF PROP CO LLC**
2121 E. 6TH STREET, SUITE 203, AUSTIN, TEXAS 78702

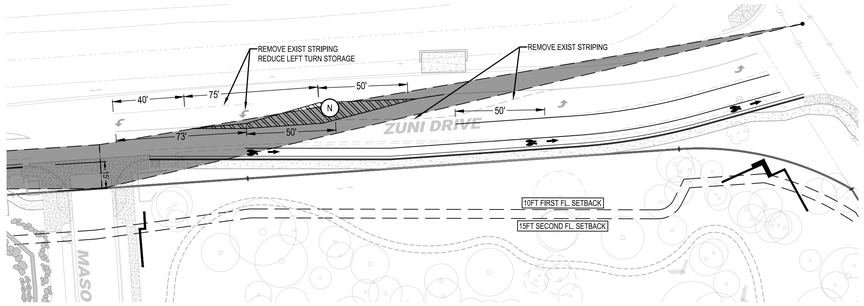
TITLE: **SITE PLAN REVIEW**
TRASH VEHICLE MOVEMENT PLAN

PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID C513
REV 4
SHEET 39 of 46



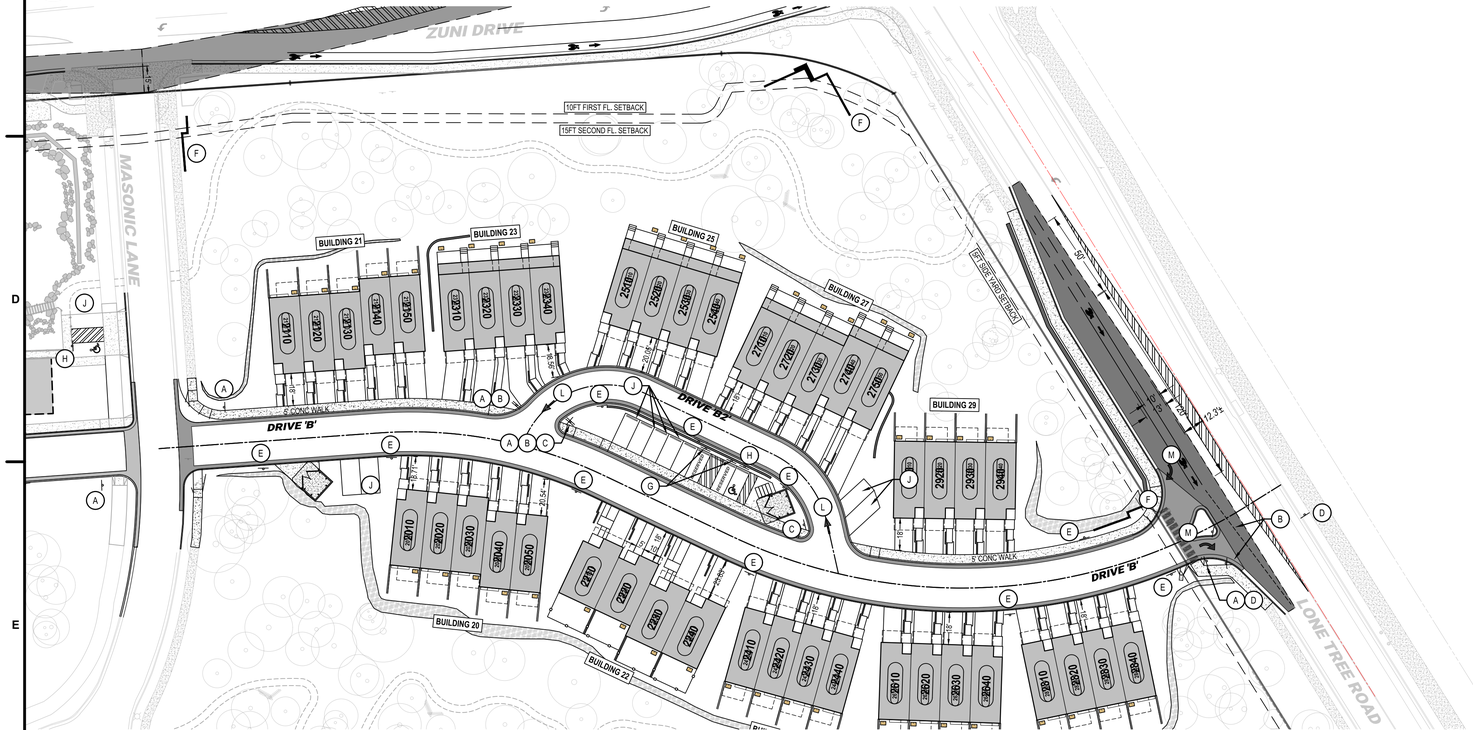
C1 PLAN VIEW (DRIVE 'A' / 'A2')

SCALE: 1" = 40'



A4 PLAN VIEW: ZUNI DRIVE RESTRIPING

SCALE: 1" = 40'



E1 PLAN VIEW (DRIVE 'B' / 'B2')

SCALE: 1" = 40'

NOTE: SIGNAGE AND STRIPING PROVIDED IS FOR CONCEPTUAL PURPOSES ONLY TO DEMONSTRATE GENERAL COMPLIANCE WITH CITY CODE. APPROVAL OF THIS PLAN DOES NOT CONSTITUTE APPROVAL OF SIGNAGE AND STRIPING.

THE APPLICANT IS REQUIRED TO SUBMIT A SEPARATE SIGN PERMIT WITH THE CITY FOR REVIEW AND APPROVAL..

SCALE: 1" = 40'
20 0 20 40

SIGNAGE & STRIPING TABLE

ID	DESCRIPTION
A	STOP SIGN
B	DO NOT ENTER
C	ONE WAY
D	NO LEFT TURN
E	NO PARKING FIRE LANE
F	MONUMENT SIGN (SEE ARCH PLANS)
G	RESERVED PARKING (WITH UNIT NUMBER)
H	ADA PARKING SPACE w/SIGN
I	ADA PARKING SPACE w/BOLLARD MOUNTED SIGN
J	9' x 18' PARKING
K	PAINTED CROSSWALK
L	PAINTED ARROW (STRAIGHT)
M	PAINTED ARROW (RIGHT)
N	GORE STRIPING

NOTE: ALL SIGNAGE, PAVEMENT MARKINGS, AND TRAFFIC CONTROL DEVICES USED DURING CONSTRUCTION ARE TO BE IN CONFORMANCE WITH THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD)

REVISIONS

REV	DATE	DESCRIPTION	INIT
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4	05-02-2024	REVISED PER CITY REVIEW LETTER DATED 4-9-2024	MDT

Registered Professional Engineer (Civil)
CERTIFICATE NO.
77934
ERIC S. BEALS
5/02/24
DATE SIGNED
ARIZONA, U.S.A.

ViewPoint Engineering
2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702
FIRM No. F-23395
viewpointengineering.com

DWN BY: M TOTH
CHK BY: E BEALS

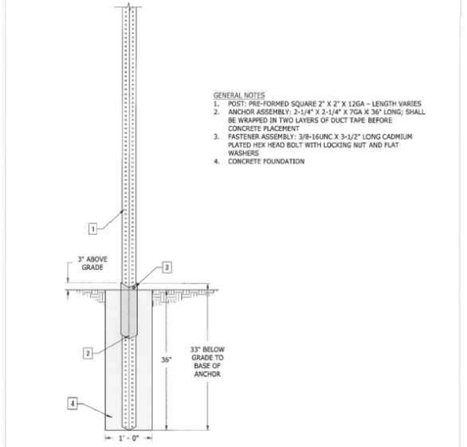
PROJECT: **PINEHAVEN**
RESIDENTIAL LAND DEVELOPMENT
2500 S. MASONIC LANE
COCONINO COUNTY, ARIZONA

APPLICANT: **RODG DT FLAGSTAFF PROP CO LLC**
2121 E. 6TH STREET, SUITE 203, AUSTIN, TEXAS 78702

TITLE: **SITE PLAN REVIEW**
CONCEPTUAL SIGNAGE & STRIPING PLAN

PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID C601
REV 4
SHEET 40 of 46

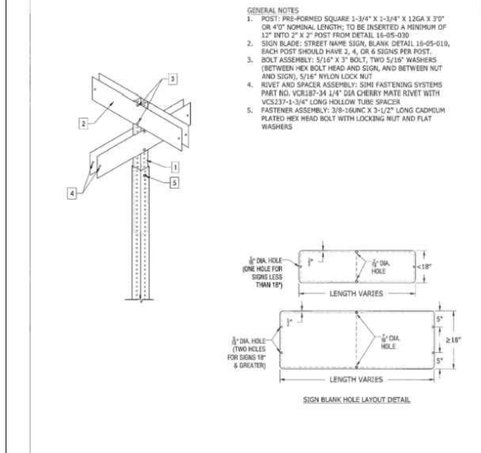
K:\DWG\22004 FLAGSTAFF PI\DWG\CONST DWG\22004 SIGNS



City of Flagstaff — ENGINEERING DETAIL

SIGN POST DETAIL

DETAIL NO. 16-05-030 | REVISION DATE: 01/22/2020 | 1/1



City of Flagstaff — ENGINEERING DETAIL

STREET NAME SIGN INSTALL DETAIL

DETAIL NO. 16-05-040 | REVISION DATE: 01/22/2020 | 1/1





NOTES:
1. FOR PUBLIC ROADWAYS SIGNS ARE TO BE A GREEN BACKGROUND WITH WHITE RETRO-REFLECTIVE (TYPE XI SHEETING) LETTERS.
2. FOR PRIVATE ROADWAYS SIGNS ARE TO BE A BLUE BACKGROUND WITH WHITE RETRO-REFLECTIVE (TYPE XI SHEETING) LETTERS.
3. THE ARROW SHALL POINT IN THE DIRECTION OF INCREASING ADDRESSES FOR A GIVEN STREET.
4. SIGNS SHALL MEET 2009 MUTCD SECTION 2D.43.
5. LETTER FONT SHALL BE HIGHWAY C.
6. FOR POST DESIGN, REFER TO SECTION 13-16-005-0002.

NTS

City of Flagstaff — ENGINEERING DETAIL

STREET NAME SIGNS

DETAIL NO. 16-05-010 | REVISION DATE: 11/22/16 | 1/1

REV	DATE	DESCRIPTION	INIT
1	11-16-2023	REVISED PER CITY REVIEW LETTER DATED 9-20-2023	MDT
2	01-18-2024	REVISED PER CITY REVIEW LETTER DATED 12-18-2023	MDT
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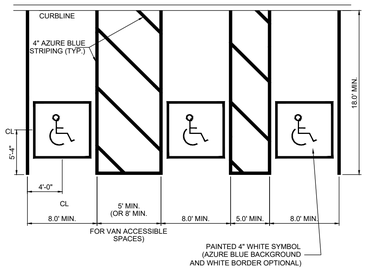
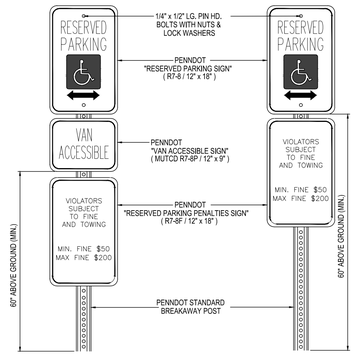
4	05-02-2024	REVISED PER CITY REVIEW LETTER DATED 4-9-2024	MDT



NOTES:
1. CURB RAMPS, PAVEMENT MARKINGS, & APPLICABLE SIGNAGE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST A.D.A. ACCESSIBILITY GUIDELINES.
2. CURB RAMPS MAY NOT EXTEND INTO ANY PORTION OF THE PARKING SPACE OR ASSOCIATED STRIPED ISLAND.
3. SLOPE, CROSS SLOPE OF ACCESSIBLE SPACES NOT TO EXCEED 2% IN ANY DIRECTION
4. ACCESSIBLE PARKING SPACES, SHALL BE LOCATED ON THE SHORTEST ACCESSIBLE ROUTES OF TRAVEL FROM ADJACENT PARKING TO AN ACCESSIBLE BUILDING ENTRANCE.
5. ACCESSIBLE PARKING SPACES SHALL BE AT LEAST NINETY-SIX (96) INCHES WIDE. ACCESS AISLES SHALL BE 60 INCHES WIDE. ONE OF SIX ACCESSIBLE SPACES SHOULD PROVIDE A VAN ACCESSIBLE AISLE. THE AISLE SHOULD BE 96 INCHES WIDE (OR ACCESSIBLE SPACE IS 11 FEET AND ACCESS AISLE IS FIVE FEET), WHERE PARKING SPACES AND ACCESS AISLES ARE MARKED WITH LINES. THE WIDTH MEASUREMENTS SHALL BE MADE FROM CENTERLINE OF THE MARKINGS. WHERE PARKING SPACES OR ACCESS AISLES ARE NOT ADJACENT TO ANOTHER PARKING SPACE OR ACCESS AISLES, MEASUREMENTS SHALL BE PERMITTED TO INCLUDE THE FULL WIDTH OF THE LINE DEFINING THE PARKING SPACE OR ACCESS AISLE.
6. PARKING ACCESS AISLES SHALL BE PART OF AN ACCESSIBLE ROUTE TO THE BUILDING OR FACILITY ENTRANCE AND SHALL COMPLY WITH PROVISIONS FOR ACCESSIBLE ROUTES. MARKED CROSSINGS SHALL BE PROVIDED WHERE THE ACCESSIBLE ROUTE MUST CROSS VEHICULAR TRAFFIC LANES. WHERE POSSIBLE, IT IS PREFERABLE THAT THE ACCESSIBLE ROUTE NOT PASS BEHIND PARKED VEHICLES.
7. TWO (2) ACCESSIBLE PARKING SPACES MAY SHARE A COMMON ACCESS AISLE.
8. ACCESS AISLES SHALL EXTEND THE FULL LENGTH OF THE PARKING SPACE THEY SERVE.
9. ACCESS AISLES SHALL BE MARKED SO AS TO DISCOURAGE PARKING IN THEM.
10. ACCESS AISLES SHALL NOT OVERLAP THE VEHICULAR WAY. ACCESS AISLES SHALL BE PERMITTED TO BE PLACED ON EITHER SIDE OF THE PARKING SPACE EXCEPT FOR ANGLED VAN PARKING SPACES WHICH SHALL HAVE ACCESS AISLES LOCATED ON THE PASSENGER SIDE OF THE PARKING SPACES.
11. FLOOR SURFACES OF PARKING SPACES AND ACCESS AISLES SERVING THEM SHALL BE STABLE, FIRM AND SLIP RESISTANT. ACCESS AISLES SHALL BE AT THE SAME LEVEL AS THE PARKING SPACES THEY SERVE. CHANGES IN LEVEL ARE NOT PERMITTED.
12. PARKING SPACES AND ACCESS AISLES SHALL BE LEVEL WITH SURFACE SLOPES NOT EXCEEDING 2.0% IN ALL DIRECTIONS.
13. PARKED VEHICLE OVERHANGS SHALL NOT REDUCE THE REQUIRED CLEAR WIDTH OF AN ACCESSIBLE ROUTE.
14. PARKING SPACES FOR VANS AND ACCESS AISLES AND VEHICULAR ROUTES SERVING THEM SHALL PROVIDE A VERTICAL CLEARANCE OF NINETY-EIGHT (98) INCHES MINIMUM. SIGNS SHALL BE PROVIDED AT ENTRANCES TO PARKING FACILITIES INFORMING DRIVERS OF CLEARANCES AND THE LOCATION OF VAN ACCESSIBLE PARKING SPACES.
15. EACH ACCESSIBLE PARKING SPACE SHALL BE PROVIDED WITH THE APPROPRIATE SIGNAGE DISPLAYING THE INTERNATIONAL SYMBOL OF ACCESSIBILITY. THE PENNSYLVANIA PARKING PENALTY SIGN AND VAN ACCESSIBLE SPACES SHALL HAVE SIGNAGE STATING "VAN ACCESSIBLE". SIGNS SHALL BE INSTALLED SO THAT THE BOTTOM OF SIGNS ARE MOUNTED NO LOWER THAN 60 INCHES ABOVE GRADE AND SHALL NOT INTERFERE WITH AN ACCESSIBLE ROUTE FROM AN ACCESS AISLE

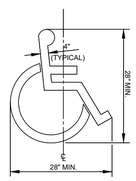
RESERVED ADA PARKING STALL

NOT TO SCALE



RESERVED ADA PARKING SIGN

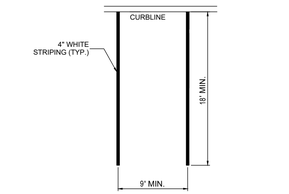
NOT TO SCALE



REFER TO RESERVED PARKING STALL DETAIL FOR SYMBOL LOCATION

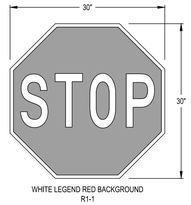
ADA PARKING SYMBOL

NOT TO SCALE



PARKING STALL DETAIL

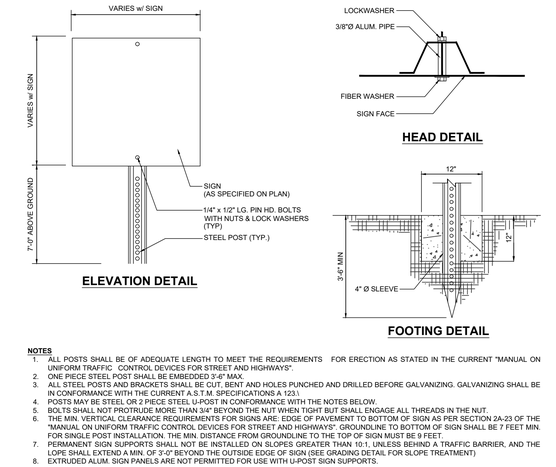
NOT TO SCALE



WHITE LEGEND RED BACKGROUND
R1-1

STOP SIGN

NOT TO SCALE



NOTES
1. ALL POSTS SHALL BE OF ADEQUATE LENGTH TO MEET THE REQUIREMENTS FOR ERECTION AS STATED IN THE CURRENT "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREET AND HIGHWAYS".
2. ONE PIECE STEEL POST SHALL BE EMBEDDED 3'-6" MAX.
3. ALL STEEL POSTS AND BRACKETS SHALL BE CUT, BENT AND HOLES PUNCHED AND DRILLED BEFORE GALVANIZING. GALVANIZING SHALL BE IN CONFORMANCE WITH THE CURRENT A.S.T.M. SPECIFICATIONS A 123.\
4. POSTS MAY BE STEEL OR 2 PIECE STEEL U-POST IN CONFORMANCE WITH THE NOTES BELOW.
5. BOLTS SHALL NOT PROTRUDE MORE THAN 3/4" BEYOND THE NUT WHEN TIGHT BUT SHALL ENGAGE ALL THREADS IN THE NUT.
6. THE MIN. VERTICAL CLEARANCE REQUIREMENTS FOR SIGNS ARE: EDGE OF PAVEMENT TO BOTTOM OF SIGN AS PER SECTION 2A-23 OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREET AND HIGHWAYS". GROUNDLINE TO BOTTOM OF SIGN SHALL BE 7 FEET MIN. FOR SINGLE POST INSTALLATION. THE MIN. DISTANCE FROM GROUNDLINE TO THE TOP OF SIGN MUST BE 9 FEET.
7. PERMANENT SIGN SUPPORTS SHALL NOT BE INSTALLED ON SLOPES GREATER THAN 10:1, UNLESS BEHIND A TRAFFIC BARRIER, AND THE LOPE SHALL EXTEND A MIN. OF 3'-0" BEYOND THE OUTSIDE EDGE OF SIGN (SEE GRADING DETAIL FOR SLOPE TREATMENT)
8. EXTRUDED ALUM. SIGN PANELS ARE NOT PERMITTED FOR USE WITH U-POST SIGN SUPPORTS.

TYPICAL SIGN POST

NOT TO SCALE

NOTE: SIGNAGE AND STRIPING PROVIDED IS FOR CONCEPTUAL PURPOSES ONLY TO DEMONSTRATE GENERAL COMPLIANCE WITH CITY CODE. APPROVAL OF THIS PLAN DOES NOT CONSTITUTE APPROVAL OF SIGNAGE AND STRIPING.

THE APPLICANT IS REQUIRED TO SUBMIT A SEPARATE SIGN PERMIT WITH THE CITY FOR REVIEW AND APPROVAL..

Registered Professional Engineer (Civil) — CERTIFICATE NO. 77934 — ERIC S. BEALS — DATE SIGNED 5/02/24 — ARIZONA, U.S.A.

ViewPoint Engineering
2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702
FIRM No. F-23395
viewpointengineering.com

DWN BY: M TOTH
CHK BY: E BEALS

PROJECT: PINEHAVEN
PRESIDENTIAL LAND DEVELOPMENT
2955 SOUTH MILO LANE
COCONINO COUNTY, ARIZONA

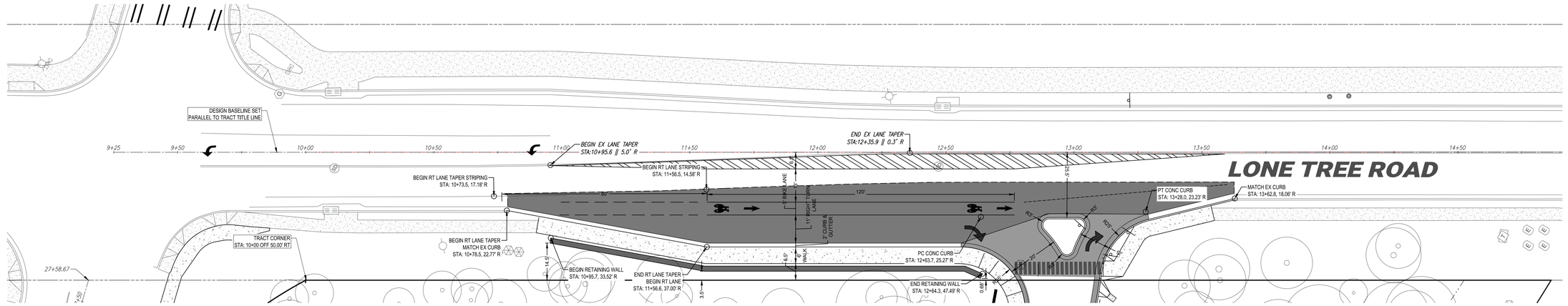
APPLICANT: RODG DT FLAGSTAFF PROP CO LLC
2121 E 6TH STREET, SUITE 203, AUSTIN, TEXAS 78702

TITLE: SITE PLAN REVIEW
CONCEPTUAL SIGNAGE & STRIPING DETAILS

PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID C602 REV 4

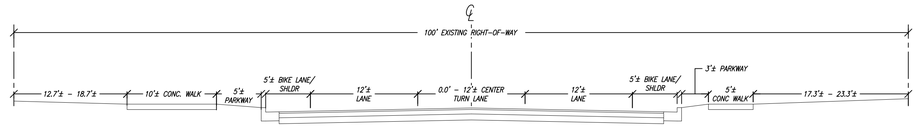
SHEET 41 of 46

V:\HOME\22004 FLAGSTAFF PH\DRAWINGS\CONST DWGS\22004 SIGNAGE



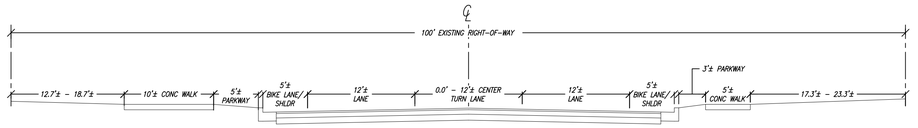
B1 PLAN VIEW: LONE TREE ROAD (STA 9+90 to STA 17+75)

SCALE: 1" - 20'

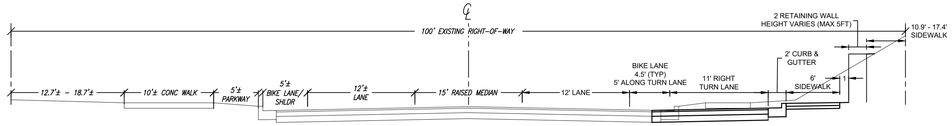


C1 CROSS-SECTION LONE TREE ROAD / MAJOR COLLECTOR (EXISTING SECTION)

NOT TO SCALE



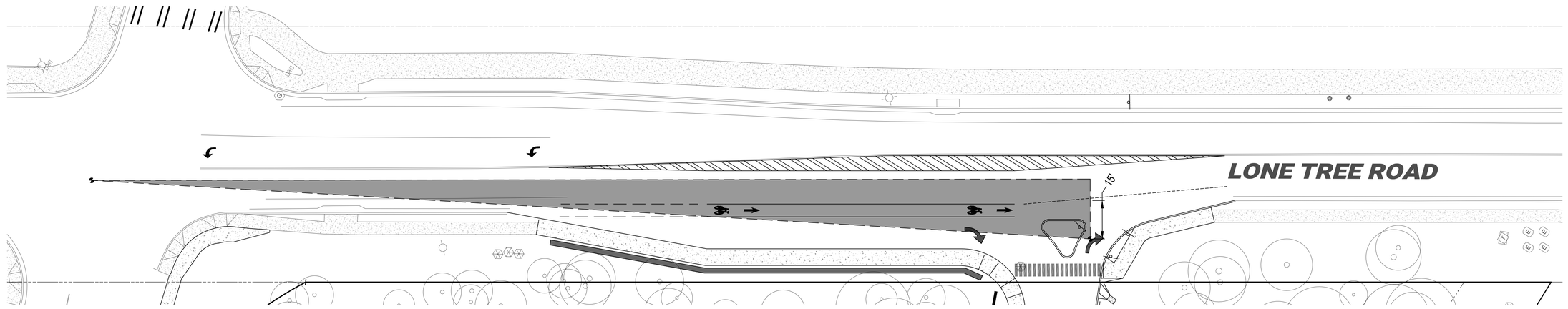
EXISTING SECTION



PROPOSED SECTION

C4 CROSS-SECTION LONE TREE ROAD / MAJOR COLLECTOR (STA 11+04.6 to 12+75)

NOT TO SCALE



E1 CLEAR VIEW ZONE - ROAD 'B' & LONETREE ROAD (LEFT)

SCALE: 1" - 20'

REVISIONS

REV	DATE	DESCRIPTION	INIT
1	11-15-2023	REVISED PER CITY REVIEW LETTER DATED 9-20-2023	MDT
2	01-15-2024	REVISED PER CITY REVIEW LETTER DATED 12-18-2023	MDT
3	03-20-2024	REVISED PER CITY REVIEW LETTER DATED 2-8-2024	MDT
4	05-02-2024	REVISED PER CITY REVIEW LETTER DATED 4-9-2024	MDT

Registered Professional Engineer (Civil) CERTIFICATE NO. 77934 ERIC S. BEALS DATE SIGNED 5/02/24 ARIZONA, U.S.A.

ViewPoint Engineering
2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702
FIRM No. F-23395
viewpointengineering.com

DWN BY: M TOTH
CHK BY: E BEALS

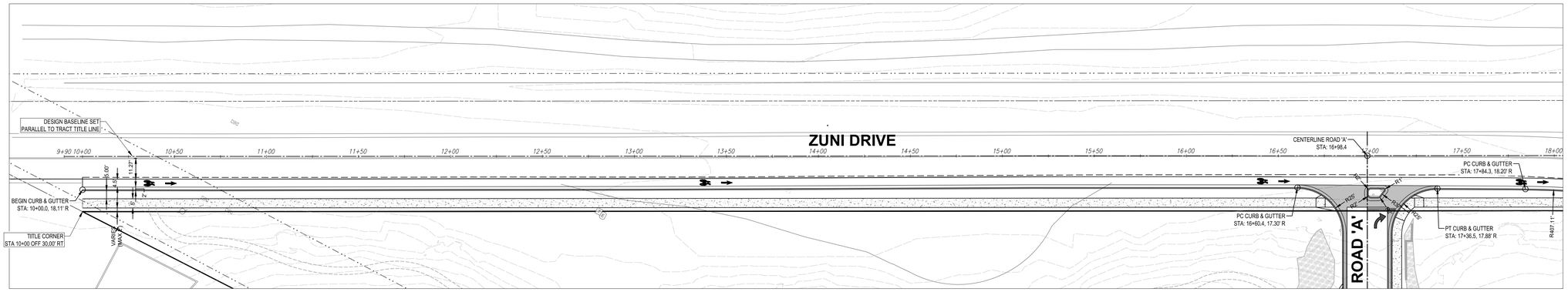
PROJECT: **PINEHAVEN**
RESIDENTIAL LAND DEVELOPMENT
2955 MAGNOLIA LANE
COCONINO COUNTY, ARIZONA

APPLICANT: **RODG DT FLAGSTAFF PROP CO LLC**
2121 E 6TH STREET, SUITE 203, AUSTIN, TEXAS 78702

TITLE: **SITE PLAN REVIEW**
LONETREE ROAD IMPROVEMENT PLAN

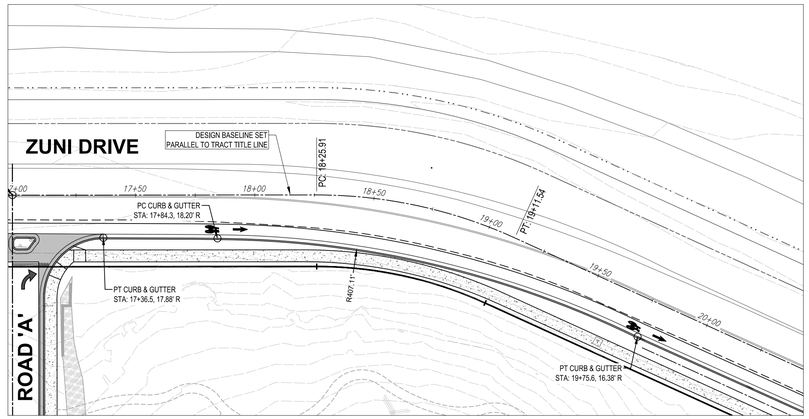
PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID C701 REV. 4

V:\PROJ\22004 FLAGSTAFF 1\PLANNING\CIVIL\DWGS\22004 ROAD IMPROVMENT



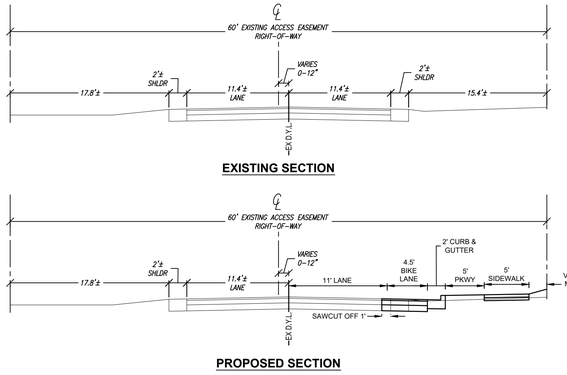
B1 PLAN VIEW: MASONIC LANE (STA 9+90 to STA 17+75)

SCALE: 1" - 30'



D1 PLAN VIEW: MASONIC LANE (STA 17+75 to STA 19+75)

SCALE: 1" = 30'

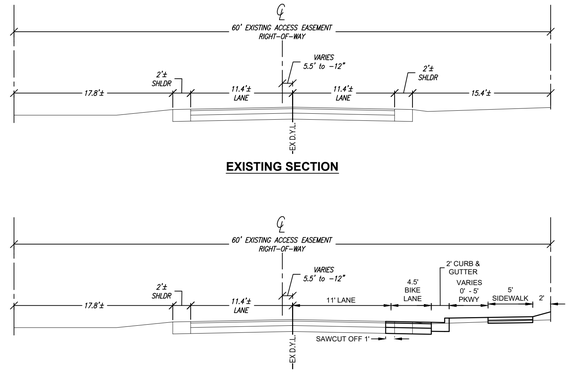


EXISTING SECTION

PROPOSED SECTION

D3 CROSS-SECTION ZUNI DRIVE / MINOR COLLECTOR (STA 10+00 to 17+75)

NOT TO SCALE

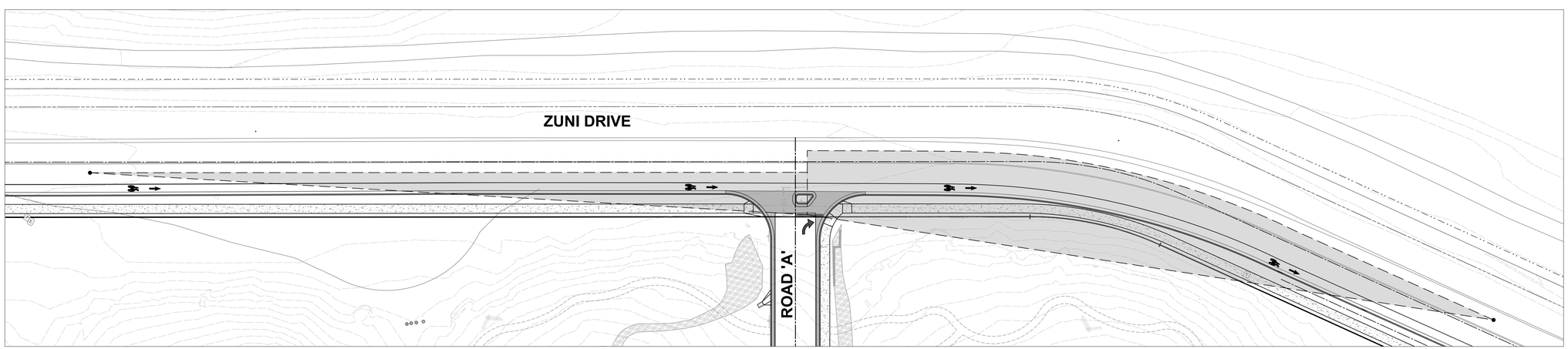


EXISTING SECTION

PROPOSED SECTION

D5 CROSS-SECTION ZUNI DRIVE / MINOR COLLECTOR (STA 17+75 to 19+75)

NOT TO SCALE



E1 CLEAR VIEW ZONE - ROAD 'A' & ZUNI DRIVE (RIGHT/LEFT)

SCALE: 1" - 30'

REV	DATE	DESCRIPTION	INIT
1	11-16-2023	REVISED PER CITY REVIEW LETTER DATED 9-20-2023	MDT
2	01-18-2024	REVISED PER CITY REVIEW LETTER DATED 12-18-2023	MDT
3	03-20-2024	REVISED PER CITY REVIEW LETTER DATED 2-8-2024	MDT
4	05-02-2024	REVISED PER CITY REVIEW LETTER DATED 4-9-2024	MDT

Registered Professional Engineer (Civil)
CERTIFICATE NO.
77934
ERIC S. BEALS
DATE SIGNED
5/02/24
ARIZONA, U.S.A.

ViewPoint Engineering
2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702
FIRM No. F-23395
viewpointengineering.com

DWN BY: M TOTH
CHK BY: E BEALS

PROJECT: PINEHAVEN
RESIDENTIAL LAND DEVELOPMENT
2955 S. MASONIC LANE
COCONINO COUNTY, ARIZONA

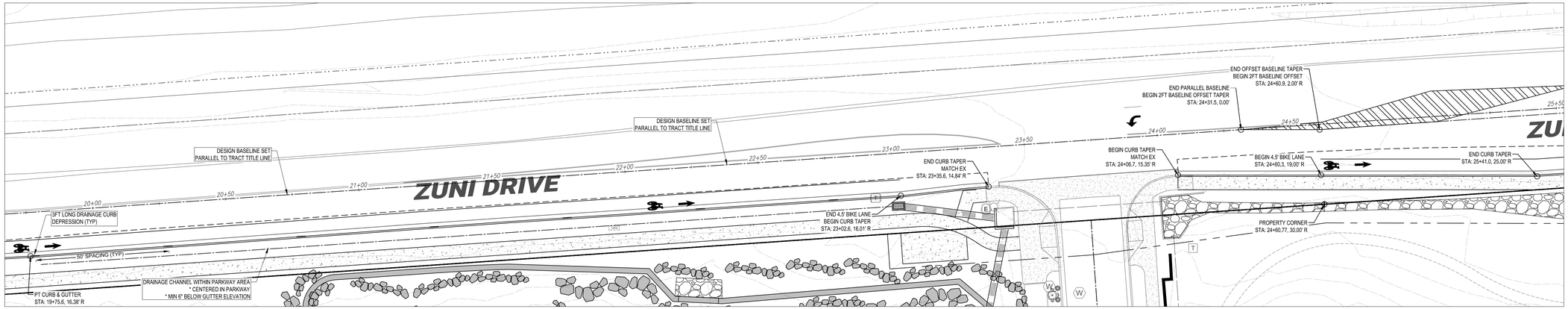
APPLICANT: RODG DT FLAGSTAFF PROP CO LLC
2121 E. 6TH STREET, SUITE 203, AUSTIN, TEXAS 78702

TITLE: SITE PLAN REVIEW
ZUNI ROAD IMPROVEMENT PLAN (1 OF 2)

PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID C702
REV 4

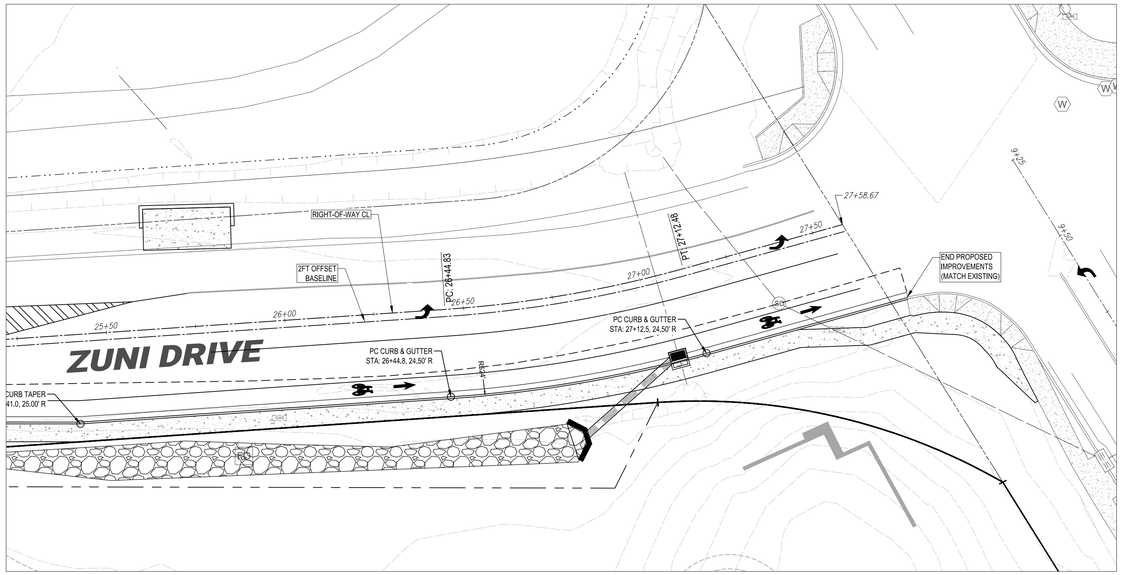
SHEET 43 of 46

W:\WORK\22004 FLAGSTAFF 1\PLANNING\CIVIL\ DWG\ [22004 ROAD IMPROVE]



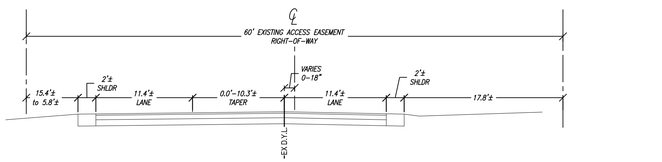
B1 PLAN VIEW: MASONIC LANE (STA 19+75 to STA 24+00)

SCALE: 1" = 30'

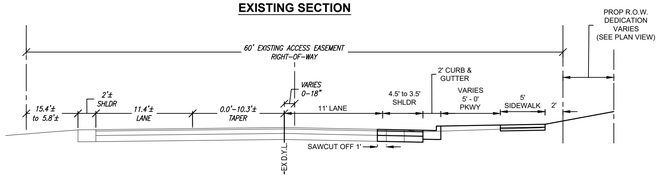


B1 PLAN VIEW: MASONIC LANE (STA 19+75 to STA 24+00)

SCALE: 1" = 30'



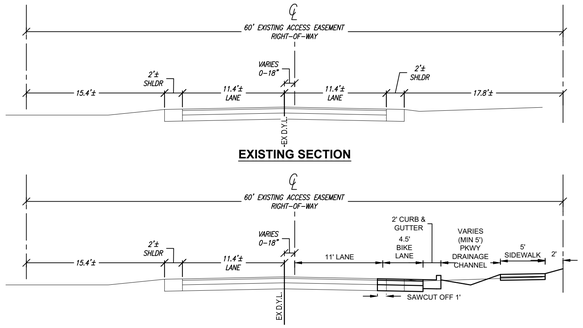
EXISTING SECTION



PROPOSED SECTION

E1 CROSS-SECTION ZUNI DRIVE / MINOR COLLECTOR (STA 23+02.6 to STA 24+60.9)

NOT TO SCALE

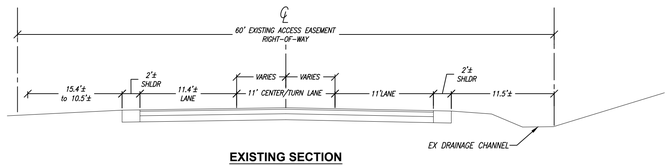


EXISTING SECTION

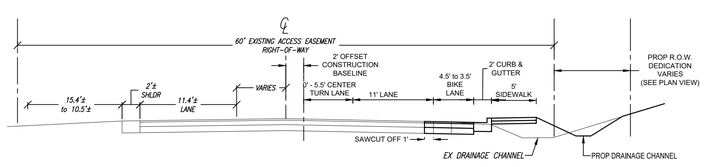
PROPOSED SECTION

C4 CROSS-SECTION ZUNI DRIVE / MINOR COLLECTOR (STA 19+75 to STA 23+02.6)

NOT TO SCALE



EXISTING SECTION



PROPOSED SECTION

E4 CROSS-SECTION ZUNI DRIVE / MINOR COLLECTOR (STA 24+60.9 to STA 27+50)

NOT TO SCALE

REVISIONS

REV	DATE	DESCRIPTION	INIT
1	11-15-2023	REVISED PER CITY REVIEW LETTER DATED 9-20-2023	MDT
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3	03-20-2024	REVISED PER CITY REVIEW LETTER DATED 2-8-2024	MDT
4	05-02-2024	REVISED PER CITY REVIEW LETTER DATED 4-9-2024	MDT

Registered Professional Engineer (Civil) CERTIFICATE NO. 77934 ERIC S. BEALS 5/02/24 DATE SIGNED ARIZONA, U.S.A.

ViewPoint Engineering
2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702
FIRM No. F-23395
viewpointengineering.com

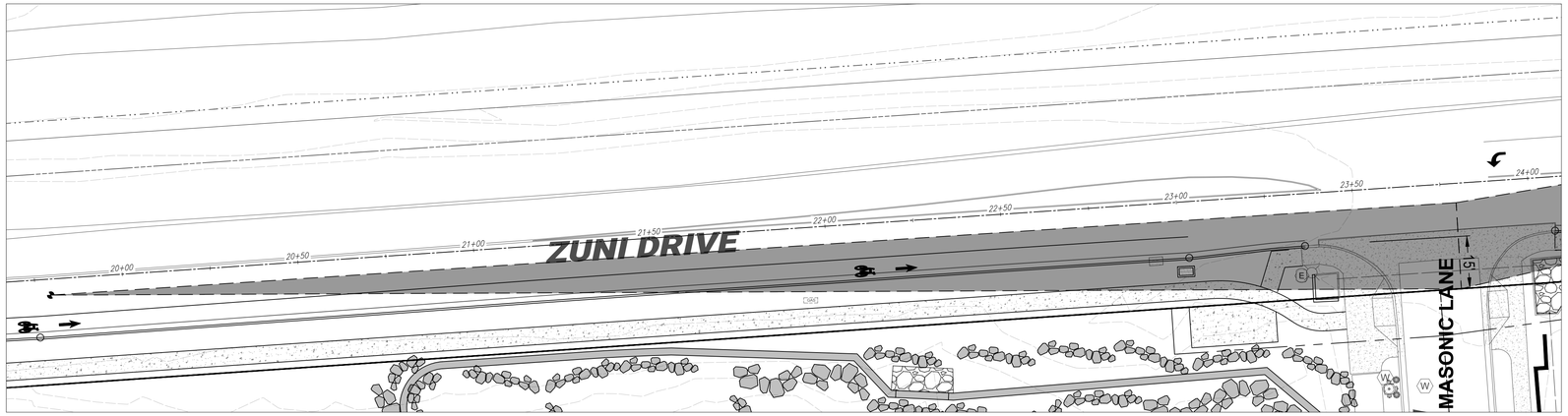
DWN BY: M TOTH
CHK BY: E BEALS

PROJECT: **PINEHAVEN**
RESIDENTIAL LAND DEVELOPMENT
2555 MASONIC LANE
COCONINO COUNTY, ARIZONA

APPLICANT: **RODG DT FLAGSTAFF PROP CO LLC**
2121 E 6TH STREET, SUITE 203, AUSTIN, TEXAS 78702

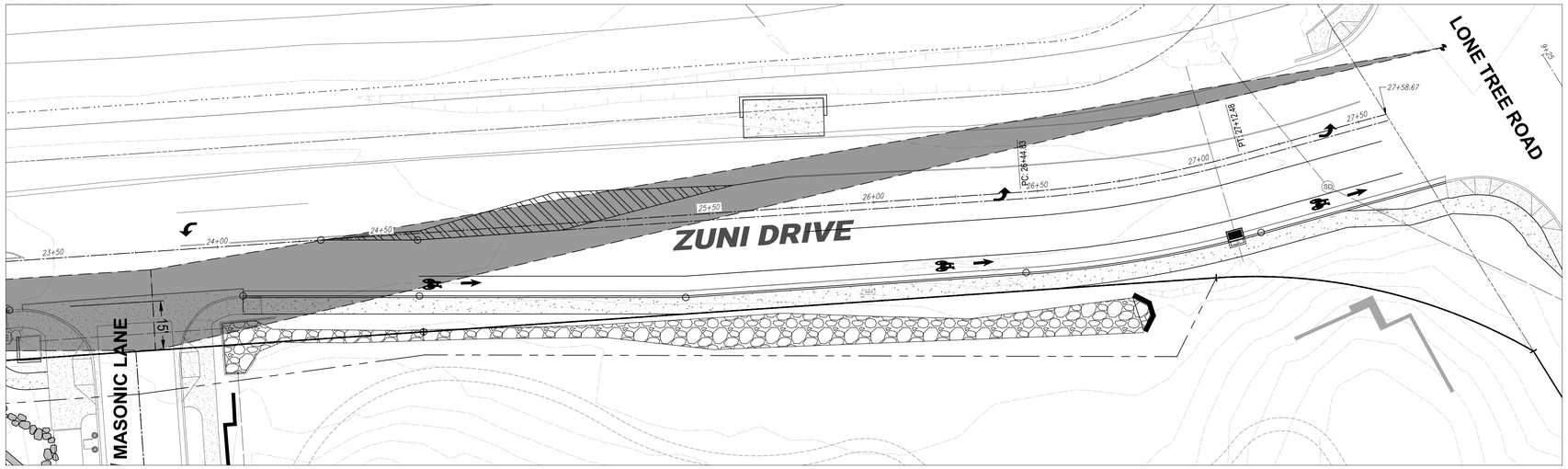
TITLE: **SITE PLAN REVIEW**
ZUNI ROAD IMPROVEMENT PLAN (2 OF 2)

PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID C703
REV 4
SHEET 44 of 46



B1 CLEAR VIEW ZONE - MASONIC LANE & ZUNI DRIVE (LEFT)

SCALE: 1" = 30'



D1 CLEAR VIEW ZONE - MASONIC LANE & ZUNI DRIVE (RIGHT)

SCALE: 1" = 30'

REVISIONS

REV	DATE	DESCRIPTION	INIT
1	11-15-2023	REVISED PER CITY REVIEW LETTER DATED 9-20-2023	MDT
2	01-15-2024	REVISED PER CITY REVIEW LETTER DATED 12-18-2023	MDT
3	03-20-2024	REVISED PER CITY REVIEW LETTER DATED 2-8-2024	MDT
4	05-02-2024	REVISED PER CITY REVIEW LETTER DATED 4-9-2024	MDT

Registered Professional Engineer (Civil)
CERTIFICATE NO.
77934
ERIC S. BEALS
5/02/24
DATE SIGNED
ARIZONA, U.S.A.

ViewPoint Engineering
2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702
FIRM No. F-23395
viewpointengineering.com

DWN BY: M TOTH
CHK BY: E BEALS

PROJECT: **PINEHAVEN**
RESIDENTIAL LAND DEVELOPMENT
2955 S MASONIC LANE
COCONINO COUNTY, ARIZONA

APPLICANT: **RODG DT FLAGSTAFF PROP CO LLC**
2121 E. 6TH STREET, SUITE 203, AUSTIN, TEXAS 78702

TITLE: **SITE PLAN REVIEW**
ROAD IMPROVEMENT DETAILS

PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID **C704** REV 4



CLEAR VIEW ZONE
ROAD 'A' & MASONIC LANE (LEFT)
ROAD 'S' & MASONIC LANE (RIGHT)

B1 SCALE: 1" = 30'



CLEAR VIEW ZONE
ROAD 'A' & MASONIC LANE (RIGHT)
ROAD 'S' & MASONIC LANE (LEFT)

B1 SCALE: 1" = 30'

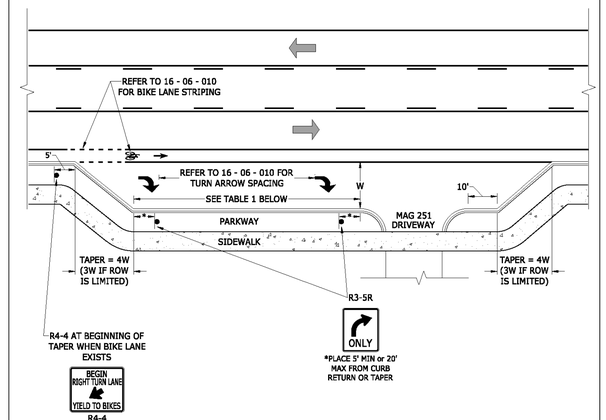


TABLE 1

DESIGN SPEED (MPH)	DECELERATION LANE LENGTH, L (ft)
30	90
35	120

Per 2010 AASHTO:
Stopping Sight Distance on Level Roadways

NOTES:

1. REFER TO 16-06-010 FOR PAVEMENT MARKING DETAILS.
2. THIS DETAIL APPLIES ONLY WITH SPEEDS OF 35 MPH OR LESS.
3. WHERE THE SPEED LIMIT EXCEEDS 35 MPH, REFER TO ADOT STANDARDS FOR TURN LANE DETAIL (THE DESIGN SPEED IS THE GREATER OF THE POSTED SPEED OR THE 85TH PERCENTILE SPEED).

NTS

City of Flagstaff
ENGINEERING DETAIL

RIGHT TURN LANE FOR
URBAN DRIVEWAY

DETAIL NO. 10-10-020 | REVISION DATE: 11/22/16 | 1 / 1

REVISIONS

REV	DATE	DESCRIPTION	INIT
1	11-16-2023	REVISED PER CITY REVIEW LETTER DATED 9-20-2023	MDT
2	01-18-2024	REVISED PER CITY REVIEW LETTER DATED 12-18-2023	MDT
3	03-26-2024	REVISED PER CITY REVIEW LETTER DATED 2-8-2024	MDT
4	05-02-2024	REVISED PER CITY REVIEW LETTER DATED 4-9-2024	MDT

Registered Professional Engineer (Civil)
CERTIFICATE NO.
77934
ERIC S. BEALS
5/02/24
REGISTERED
ARIZONA, U.S.A.

ViewPoint Engineering
2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702
FIRM No. F-23395
viewpointengineering.com

DWN BY: M TOTH
CHK BY: E BEALS

PROJECT: **PINEHAVEN**
RESIDENTIAL LAND DEVELOPMENT
2955 S MASONIC LANE
COCONINO COUNTY, ARIZONA

APPLICANT: **RODG DT FLAGSTAFF PROP CO LLC**
2121 E. 6TH STREET, SUITE 203, AUSTIN, TEXAS 78702

TITLE: **SITE PLAN REVIEW**
ROAD IMPROVEMENT DETAILS

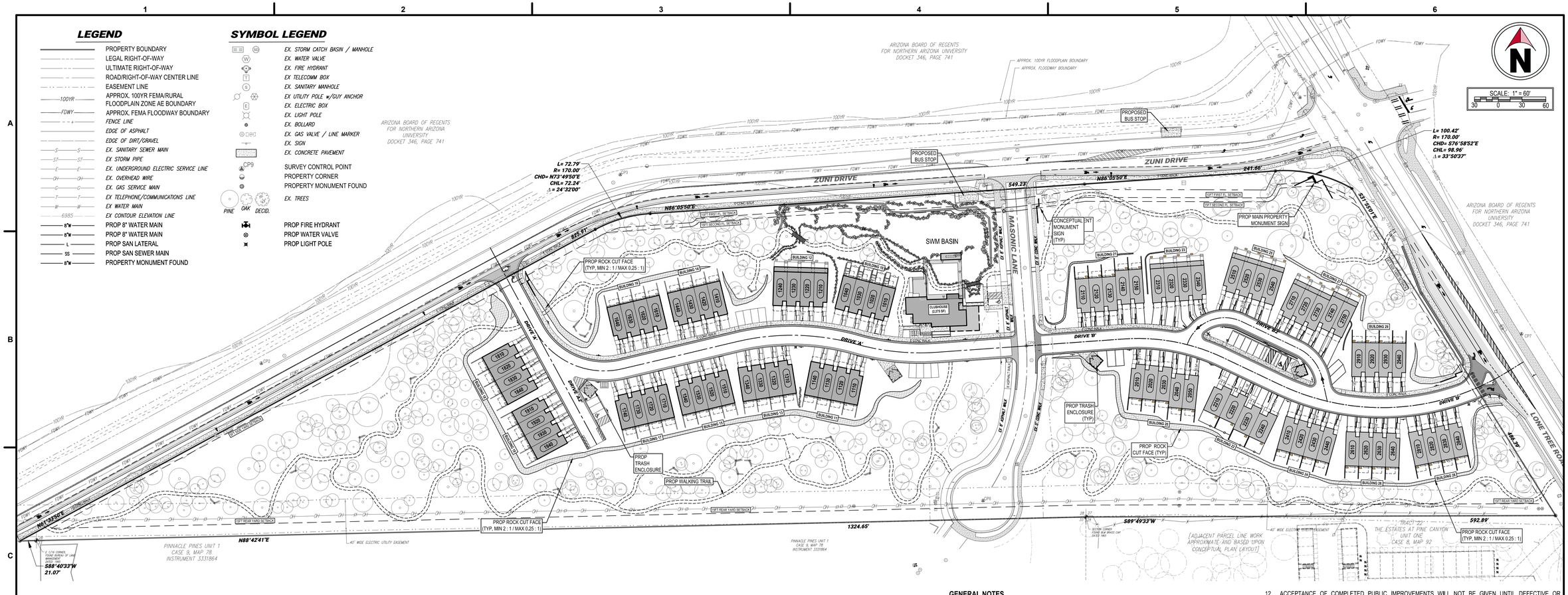
PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID C705 REV 4

LEGEND

- PROPERTY BOUNDARY
- LEGAL RIGHT-OF-WAY
- ULTIMATE RIGHT-OF-WAY
- ROAD/RIGHT-OF-WAY CENTER LINE
- EASEMENT LINE
- 100YR — APPROX. 100YR FEMA/RURAL FLOODPLAIN ZONE AE BOUNDARY
- FDWY — APPROX. FEMA FLOODWAY BOUNDARY
- FENCE LINE
- EDGE OF ASPHALT
- EDGE OF DIRT/GRAVEL
- S — S — EX. SANITARY SEWER MAIN
- ST — ST — EX STORM PIPE
- E — E — EX. UNDERGROUND ELECTRIC SERVICE LINE
- OH — OH — EX. OVERHEAD WIRE
- G — G — EX. GAS SERVICE MAIN
- T — T — EX TELEPHONE/COMMUNICATIONS LINE
- W — W — EX WATER MAIN
- 6985 — EX CONTOUR ELEVATION LINE
- 8"W — PROP 8" WATER MAIN
- 8"W — PROP 8" WATER MAIN
- L — PROP SAN LATERAL
- SS — PROP SAN SEWER MAIN
- 8"W — PROPERTY MONUMENT FOUND

SYMBOL LEGEND

- EX. STORM CATCH BASIN / MANHOLE
- EX. WATER VALVE
- EX. FIRE HYDRANT
- EX TELECOMM BOX
- EX. SANITARY MANHOLE
- EX UTILITY POLE w/GUY ANCHOR
- EX. ELECTRIC BOX
- EX. LIGHT POLE
- EX. BOLLARD
- EX. GAS VALVE / LINE MARKER
- EX. SIGN
- EX. CONCRETE PAVEMENT
- CP9 — SURVEY CONTROL POINT
- PROPERTY CORNER
- PROPERTY MONUMENT FOUND
- PINE, OAK, DECID. — EX. TREES
- PROP FIRE HYDRANT
- PROP WATER VALVE
- PROP LIGHT POLE


N
SCALE: 1" = 60'
30 0 30 60
ARIZONA BOARD OF REGENTS FOR NORTHERN ARIZONA UNIVERSITY DOCKET 346, PAGE 741
ZUNI DRIVE
L= 72.79'
R= 170.00'
CHD= N73°49'50"E
CHL= 72.24'
Δ = 24°32'00"
N86°05'50"E
895.91'
549.23'
N86°05'50"E
241.66'
L= 100.42'
R= 170.00'
CHD= S76°58'52"E
CHL= 98.96'
Δ = 33°50'37"
S53°53'31"E
PROPOSED BUS STOP
PROPOSED BUS STOP
SWM BASIN
MASONIC LANE
CLUBHOUSE (1,270 SF)
CONCEPTUAL ENT MONUMENT SIGN (TYP.)
PROP MAIN PROPERTY MONUMENT SIGN
PROP ROCK CUT FACE (TYP, MIN 2 : 1 / MAX 0.25 : 1)
PROP TRASH ENCLOSURE
PROP WALKING TRAIL
PROP TRASH ENCLOSURE (TYP.)
PROP ROCK CUT FACE (TYP.)
DRIVE 'A'
DRIVE 'A1'
DRIVE 'A2'
DRIVE 'B'
DRIVE 'B1'
DRIVE 'B2'
LONE TREE ROAD
N01°33'00"E
N88°42'41"E
S89°40'33"W
21.07'
1324.65'
S89°49'33"W
592.89'
486.39'
FINNACLE PINES UNIT 1 CASE 9, MAP 78 INSTRUMENT 3331864
FINNACLE PINES UNIT 1 CASE 9, MAP 78 INSTRUMENT 3331864
THE ESTATES AT PINE CANYON UNIT ONE CASE 8, MAP 92
TRACT 22
[ADJACENT PARCEL LINE WORK APPROXIMATE AND BASED UPON CONCEPTUAL PLAN LAYOUT]
SECTION CORNER FOUND BRASS CAP
1.17ft CORNER, TOPAZ BUREAU OF LAND MANAGEMENT
40' WIDE ELECTRIC UTILITY EASEMENT
50FT REAR YARD SETBACK
50FT FIRST FL. SETBACK
50FT SECOND FL. SETBACK
BUILDING 12
BUILDING 13
BUILDING 15
BUILDING 17
BUILDING 21
BUILDING 23
BUILDING 25
BUILDING 27
BUILDING 29
BUILDING 31
BUILDING 33
BUILDING 35
BUILDING 37
BUILDING 39
BUILDING 41
BUILDING 43
BUILDING 45
BUILDING 47
BUILDING 49
BUILDING 51
BUILDING 53
BUILDING 55
BUILDING 57
BUILDING 59
BUILDING

LEGEND

- PROPERTY BOUNDARY
- LEGAL RIGHT-OF-WAY
- ULTIMATE RIGHT-OF-WAY
- ROAD/RIGHT-OF-WAY CENTER LINE
- EASEMENT LINE
- 100YR — APPROX. 100YR FEMA/RURAL FLOODPLAIN ZONE AE BOUNDARY
- FDWY — APPROX. FEMA FLOODWAY BOUNDARY
- FENCE LINE
- EDGE OF ASPHALT
- EDGE OF DIRT/GRAVEL
- S — S — EX. SANITARY SEWER MAIN
- ST — ST — EX STORM PIPE
- E — E — EX. UNDERGROUND ELECTRIC SERVICE LINE
- OH — OH — EX. OVERHEAD WIRE
- G — G — EX. GAS SERVICE MAIN
- T — T — EX TELEPHONE/COMMUNICATIONS LINE
- W — W — EX WATER MAIN
- EX CONTOUR ELEVATION LINE

SYMBOL LEGEND

- EX. STORM CATCH BASIN / MANHOLE
- EX. WATER VALVE
- EX. FIRE HYDRANT
- EX. TELECOMM BOX
- EX. SANITARY MANHOLE
- EX UTILITY POLE w/GUY ANCHOR
- EX. ELECTRIC BOX
- EX. LIGHT POLE
- EX. BOLLARD
- EX. GAS VALVE / LINE MARKER
- EX. SIGN
- EX. CONCRETE PAVEMENT
- CP9 SURVEY CONTROL POINT
- PROPERTY CORNER
- PROPERTY MONUMENT FOUND
- EX. TREES (PINE, OAK, DECID.)

ARIZONA BOARD OF REGENTS FOR NORTHERN ARIZONA UNIVERSITY DOCKET 346, PAGE 741

PROPOSED RIGHT-OF-WAY DEDICATION (5,385 SF, 0.123AC)

SCALE: 1" = 60'

ZUNI DRIVE

L= 72.79'
R= 170.00'
CHD= N73°49'50"E
CHL= 72.24'
Δ = 24°32'00"

N86°05'50"E 825.31'

PUBLIC UTILITY EASEMENT (0.93 AC)

CIVIC OPEN SPACE (~39,450 SF / 0.90 AC)
[EIGHT (8) FOOT WIDE EASEMENT CENTERED ON FOUR (4) FOOT WIDE TRAIL, ~4,950 L.F.]

PUBLIC USE TRAIL (TYP.)

COMMON OPEN SPACE EASEMENT (2.01 AC)

N61°33'50"E 490.00'

S88°40'33"W 21.07'

N88°42'41"E 1155.28'

PINNACLE PINES UNIT 1
CASE 9, MAP 78
INSTRUMENT 3331864

40' WIDE ELECTRIC UTILITY EASEMENT

N88°59'57"E 646.93'

S02°35'46"E 39.94'

589°49'33"W 1324.65'

PINNACLE PINES UNIT 1
CASE 9, MAP 78
INSTRUMENT 3331864

S86°05'50"W 549.23'

N86°05'50"E 158.17'

S03°54'10"E 13.00'

N86°03'12"E 76.54'

N82°10'50"E 87.84'

N86°05'50"E 241.66'

N89°37'22"E

S89°52'04"E 228.63'

N26°39'05"E 20.80'

MASONIC LANE

VARIABLE WIDTH ACCESS FOR MASONIC DRIVE

S71°55'01"E

L= 100.42'
R= 170.00'
CHD= S76°58'52"E
CHL= 98.96'
Δ = 33°50'37"

ARIZONA BOARD OF REGENTS FOR NORTHERN ARIZONA UNIVERSITY DOCKET 346, PAGE 741

100' RIGHT-OF-WAY

LONE TREE ROAD

592.89'

TRACT 22
THE ESTATES AT PINE CANYON
UNIT ONE
CASE 8, MAP 92

40' WIDE ELECTRIC UTILITY EASEMENT

[ADJACENT PARCEL LINE WORK APPROXIMATE AND BASED UPON CONCEPTUAL PLAN LAYOUT]

R= 321.00'
L= 182.59'

L= 144.36'
R= 285.00'

R= 279.00'
L= 86.20'

L= 68.10'
R= 315.00'

L= 20.46'
R= 315.00'

L= 40.58'
R= 115.00'

R= 279.00'
L= 158.54'

L= 270.73'
R= 315.00'

L= 121.15'
R= 235.00'

R= 271.00'
L= 69.74'

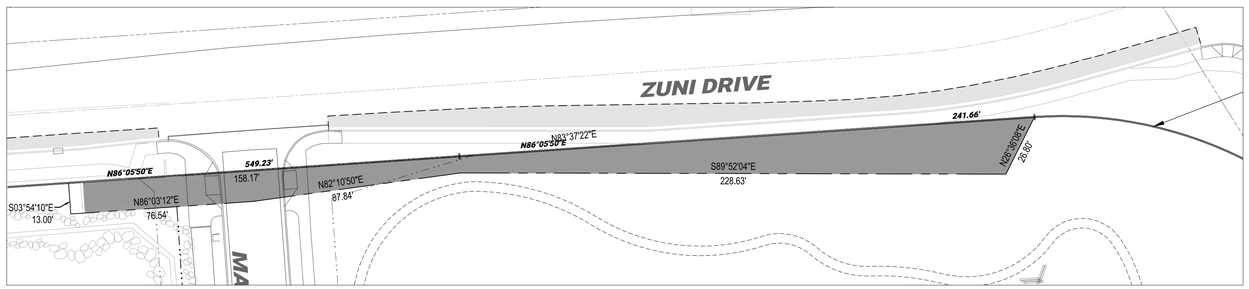
R= 42.50'
L= 75.01'

R= 69.50'
L= 67.57'

N12°37'48"W 3.13'
N76°57'13"W 16.57'
N09°49'22"E 7.65'

N76°36'54"E 168.31'
N85°54'52"E 236.39'
S71°54'26"W 17.39'
S84°33'36"E 78.54'
S84°33'36"E 78.12'

NOTE: RIGHT-OF-WAY AND EASEMENT DIMENSIONS SHALL BE FINALIZED DURING CIVIL PLAN REVIEW



D1 **ZUNI DRIVE RIGHT-OF-WAY DEDICATION**
SCALE: 1" = 30'

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811 BLUE STAKE, INC.
Call 811 or click Arizona811.org
LOCATION OF EXISTING UNDERGROUND UTILITIES IS APPROXIMATE AND BASED ON OBSERVABLE SURFACE FEATURES ONLY. THE CONTRACTOR SHALL CONTACT THE ONECALL SYSTEM PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES AND DETERMINE THE EXACT LOCATION OF ALL UTILITIES. CONTRACTOR RESPONSIBLE FOR ANY AND ALL DAMAGES INCURRED BY FAILURE TO LOCATE UTILITIES.

REVISIONS

REV	DATE	DESCRIPTION	INIT
1	11-15-2023	REVISED PER CITY REVIEW LETTER DATED 9-20-2023	MDT
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4	05-02-2024	REVISED PER CITY REVIEW LETTER DATED 4-9-2024	MDT

Registered Professional Engineer's Cert.
CERTIFICATE NO.
77934
ERIC S. BEALS
5/02/24
REGISTERED
ARIZONA, U.S.A.

ViewPoint Engineering
2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702
FIRM No. F-23395
viewpointengineering.com

DWN BY: M TOTH
CHK BY: E BEALS

PROJECT: **PINEHAVEN**
RESIDENTIAL LAND DEVELOPMENT
2551 S. MASONIC LANE
COCONINO COUNTY, ARIZONA

APPLICANT: **RODG DT FLAGSTAFF PROP CO LLC**
2121 E. 6TH STREET, SUITE 203, AUSTIN, TEXAS 78702

TITLE: **SITE PLAN REVIEW**
EASEMENT PLAN

PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID C105
REV 4

SHEET 7 of 46

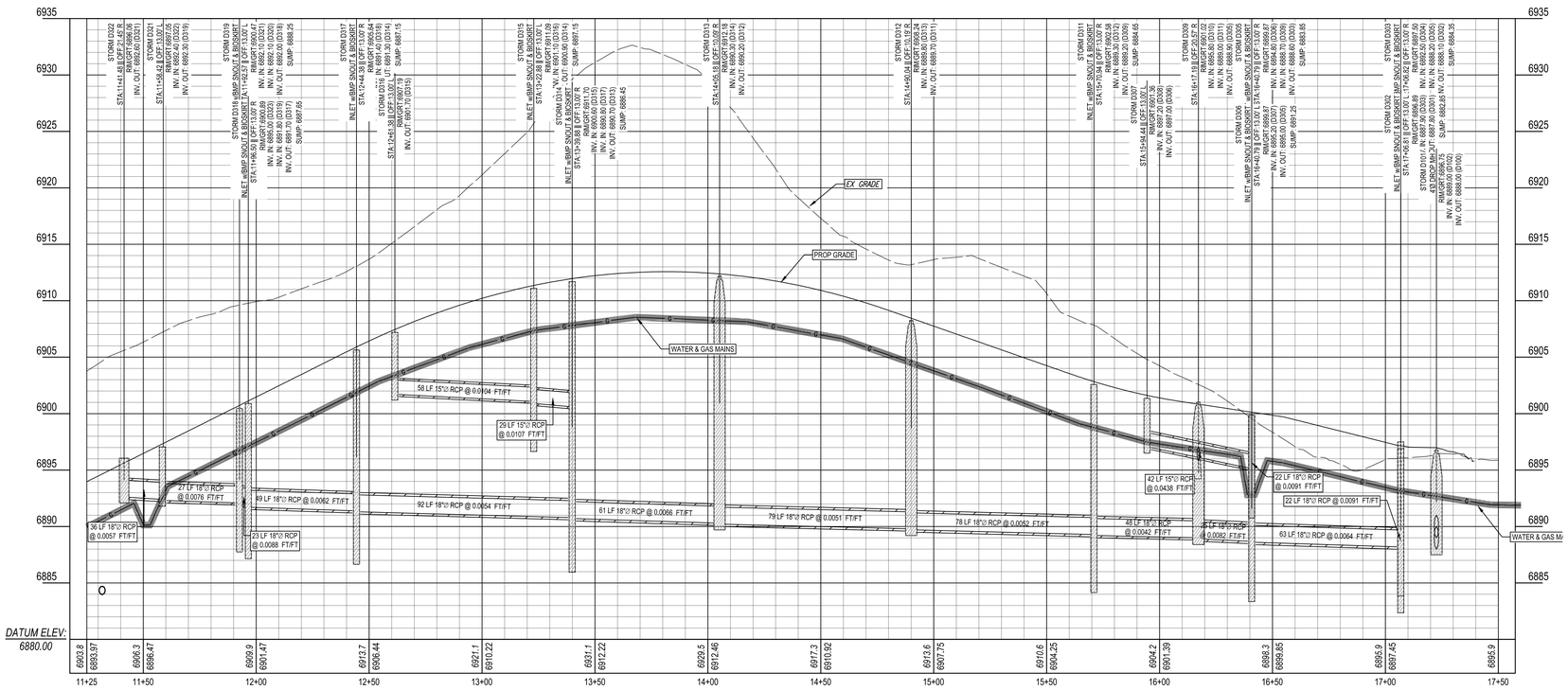
I:\22xxx\22004 FLAGSTAFF 141\DRAWINGS\CIVIL\ 22003_ARCHIVE [APPROVED SITEPLAN FILES]\22004 SITE PLAN



B1 PLAN VIEW: DRIVE 'A'

SCALE: 1" = 30'

SCALE: 1" = 30'
15 0 15 30



E1 PROFILE VIEW: DRIVE 'A'

SCALE: (H) 1" = 30' || (V) 1" = 6'

VERTICAL SCALE 0 3' 6'
HORIZONTAL SCALE 0 15' 30'

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Call 811 or click Arizona811.org

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REVISIONS

REV	DATE	DESCRIPTION	INIT
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4	05-02-2024	REVISED PER CITY REVIEW LETTER DATED 4-9-2024	MDT

Registered Professional Engineer (Civil)
CERTIFICATE NO.
77934
ERIC S. BEALS
DATE SIGNED
5/02/24
ARIZONA, U.S.A.

ViewPoint Engineering
2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702
FIRM No. F-23395
viewpointengineering.com

DWN BY: M TOTH
CHK BY: E BEALS

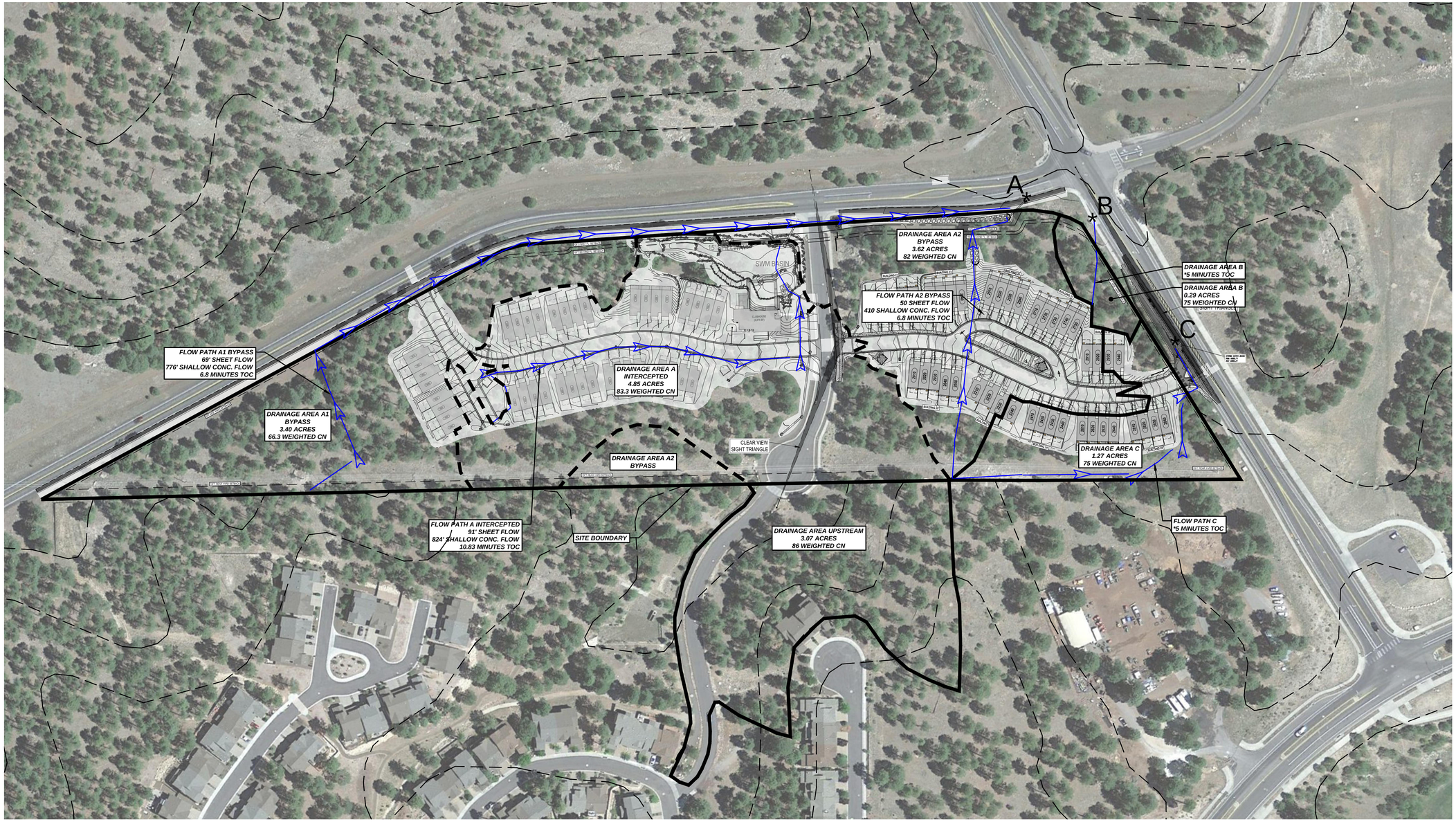
PROJECT: PINEHAVEN RESIDENTIAL LAND DEVELOPMENT
NEC OF SOLIDAD LANE AND LEE'S X-ING
COCONINO COUNTY, ARIZONA

APPLICANT: RODG DT FLAGSTAFF PROP CO LLC
2121 E. 6TH STREET, SUITE 203, AUSTIN, TEXAS 78702

TITLE: CONCEPT PLAT REVIEW
STORM SEWER PLAN & PROFILE (DRIVE 'A')

PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID C310
REV 4
SHEET 15 of 44

P:\22xxx\22004 FLAGSTAFF 1\PLANNING\CIVIL\DWG\ARCHIVE\APPROVED SITE\PLAN PLOTS\22004 PROFILE



Runoff Discharge Summary Proposed Conditions				
Drainage Area ID	Area (AC)	TOC (MIN)	10-YR (CFS)	100-YR (CFS)
A	4.85	13.40	6.68	16.12
UPSTREAM	3.07	13.20	8.16	14.71
A1_BYPASS	3.40	14.20	1.69	5.97
A2_BYPASS	3.62	6.10	7.87	16.26
B	0.29	5.00	0.43	1.03
C	1.27	5.00	1.90	4.50

STORMWATER SUMMARY		
POND ELEV	STORAGE VOLUME (CF)	INTENT
6886.5	0	ROCV
6887	487	ROCV
6888	6,619	ROCV
6889	17,471	ROCV
6890	29,752	RETENTION
6891	42,802	RETENTION

Drainage Area ID	Total Area (ac)	Soil Map Symbol	Hydrologic Soil Group	SCS Curve Number	Area for Individual CN	Composite SCS CN
A	4.85	15B	D	75	3.81	75.0
		13	B	53	0.45	
		Townhomes		92	0.59	
A1_BYPASS	3.40	15B	D	75	1.01	66.3
		13	B	53	1.80	
		Townhomes		92	0.59	
A2_BYPASS	3.62	15A	D	75	1.50	82.0
		15B	D	75	2.45	
		13	B	53	0.25	
		Townhomes		92	3.51	
UPSTREAM CAPTURE	3.07	15A	D	75	0.58	89.8
		MASONIC LN		98	1.05	
C	0.29	15B	D	75	0.29	75.0
D	1.27	15B	D	75	1.27	75.0

STORM FREQ.	PRECIP.
(YRS)	(IN)
2-YR	1.92
10-YR	2.88
100-YR	4.56

NOTE:
A MINIMUM TIME OF CONCENTRATION (TOC) OF 5 MINUTES WAS USED IN AREAS WITH A CALCULATED TOC LESS THAN 5 MINUTES

REVISIONS

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DATE SIGNED
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ARIZONA, U.S.A.

ViewPoint Engineering
2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702
FIRM No. F-23395
viewpointengineering.com

DWN BY: M TOTH
CHK BY: E BEALS

PROJECT: PINEHAVEN
RESIDENTIAL LAND DEVELOPMENT
2651 S MASONIC LANE
COCONINO COUNTY, ARIZONA

APPLICANT: RODG DT FLAGSTAFF PROP CO LLC
2121 E. 6TH STREET, SUITE 203, AUSTIN, TEXAS 78702

TITLE: SITE PLAN REVIEW
POST-DEVELOPMENT DRAINAGE MAP

PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID C392
REV 4
SHEET 23 of 44

C:\ACAD\22004 FLAGSTAFF - PLANNING\CIVIL\SHEET SETS\22004 GRADING.dwg


BUILDING 18
BUILDING 19
1810
1820
1830
1840
1910
1920
1930
1940
DRIVE 'A'
DRIVE 'A2'
DA 322 0.04 AC
DA 323 0.03 AC
DA 325 0.12 AC
DA 326 0.93 AC
DA 328 0.04 AC
DA 329 0.07 AC
DA 332 0.26 AC
DA 316 0.05 AC
DA 317 0.09 AC
DA 315 0.04 AC
DA 310 0.33 AC
DA 311 0.15 AC
DA 307 0.18 AC
DA 305 0.06 AC
DA 306 0.04 AC
DA 308 0.03 AC
DA 304 0.41 AC
DA 303 0.02 AC
DA 302 0.03 AC
DA 331 0.04 AC
BUILDING 17
BUILDING 16
BUILDING 15
BUILDING 14
BUILDING 13
BUILDING 12
BUILDING 11
BUILDING 10
1710
1720
1730
1740
1610
1620
1630
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1340
1210
1220
1230
1240
1110
1120
1130
1140
1010
1020
1030
1040
15FT REAR YARD SETBACK
10FT FIRST FL. SETBACK
15FT SECOND FL. SETBACK
S CHEROKEE WAVE
NW 66TH PLACE
ZUNI DRIVE
MASONIC LANE
SWM BASIN
CABLE LINE
CABLE LINE
CABLE LINE

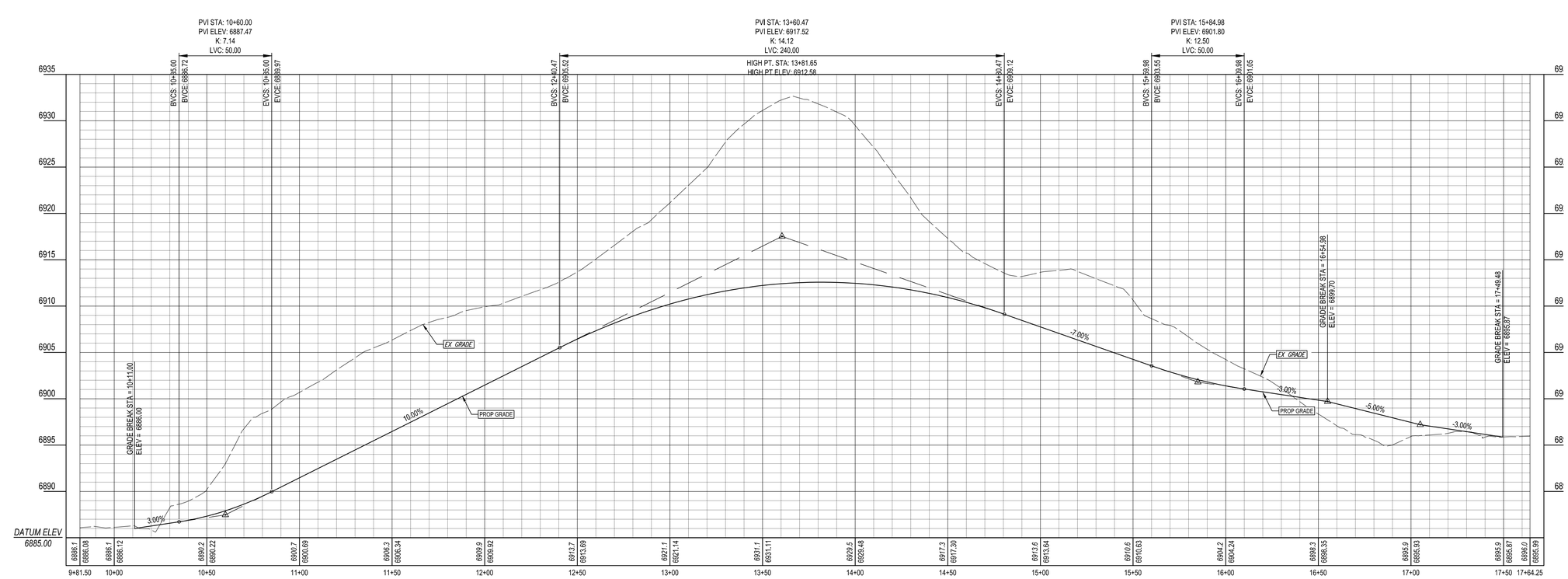


B1 PLAN VIEW: DRIVE 'A'

SCALE: 1" - 30'

SCALE: 1" = 30'

15 0 15 30



E1 PROFILE VIEW: DRIVE 'A'

SCALE: (H) 1" = 30' || (V) 1" = 6'

VERTICAL SCALE 0 3' 6'

HORIZONTAL SCALE 0 15' 30'

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Registered Professional Engineer (Civil)
CERTIFICATE NO. 77934
ERIC S. BEALS
5/02/24
DATE SIGNED
ARIZONA, U.S.A.

Eric Beals

ViewPoint Engineering
2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702
FIRM No. F-23395
viewpointengineering.com

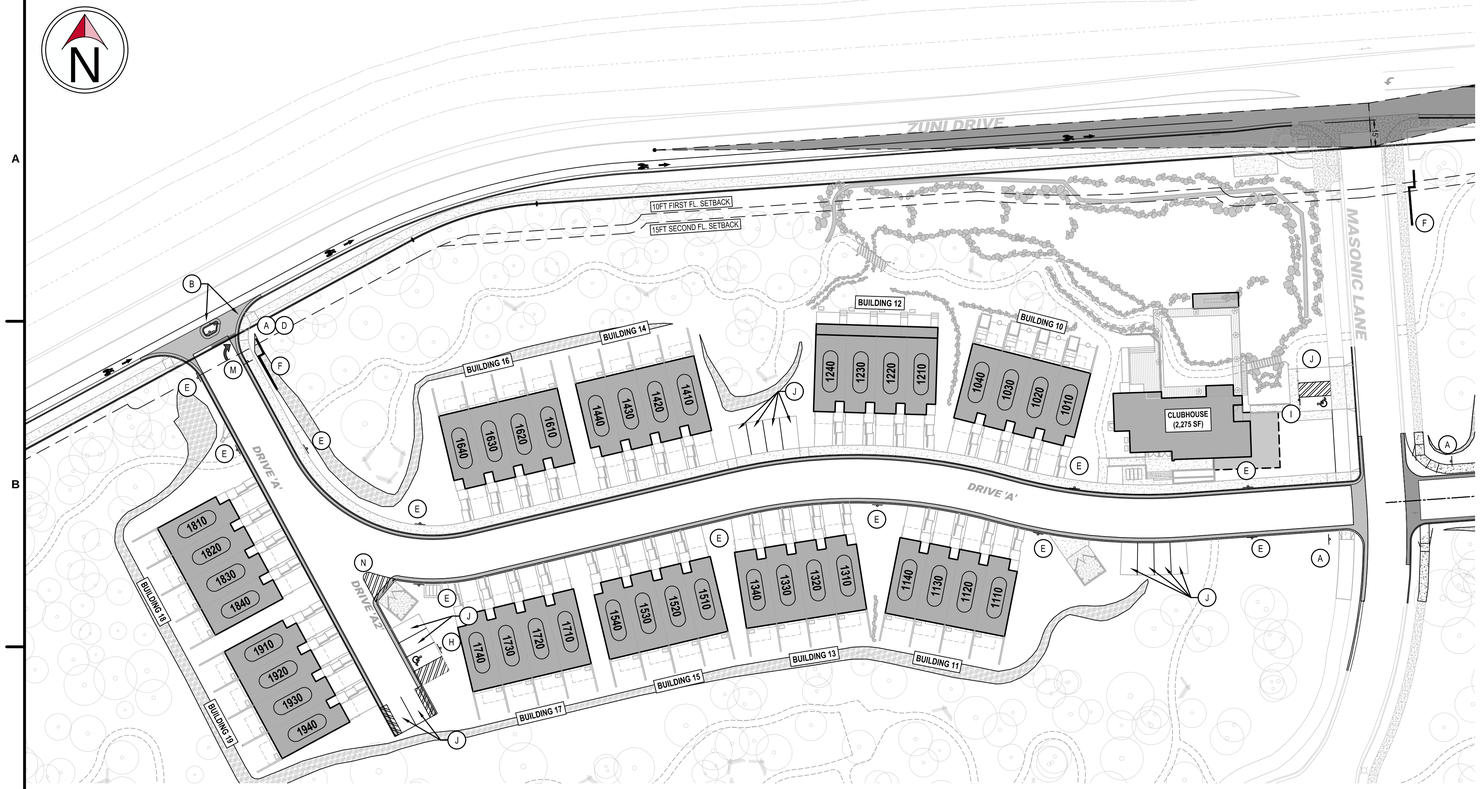
DWN BY: M TOTH
CHK BY: E BEALS

PROJECT: PINEHAVEN RESIDENTIAL LAND DEVELOPMENT
2951 S. MASONIC LANE
COCONINO COUNTY, ARIZONA

APPLICANT: RODG DT FLAGSTAFF PROP CO LLC
2121 E. 6TH STREET, SUITE 203, AUSTIN, TEXAS 78702

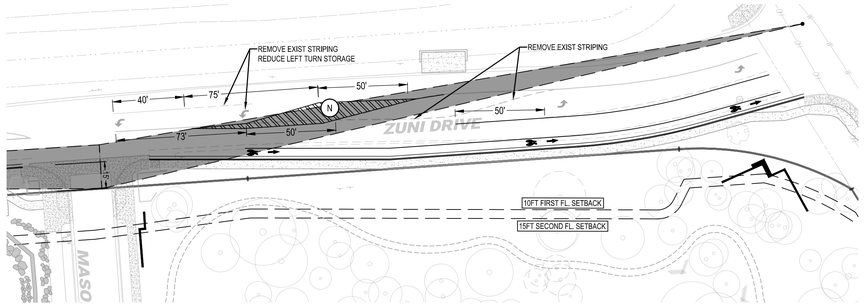
TITLE: SITE PLAN REVIEW
ROAD GEOMETRY PLAN & PROFILE
(DRIVE 'A')

PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID C501
REV 4



C1 PLAN VIEW (DRIVE 'A' / 'A2')

SCALE: 1" = 40'



A4 PLAN VIEW: ZUNI DRIVE RESTRIPING

SCALE: 1" = 40'



E1 PLAN VIEW (DRIVE 'B' / 'B2')

SCALE: 1" = 40'

NOTE: SIGNAGE AND STRIPING PROVIDED IS FOR CONCEPTUAL PURPOSES ONLY TO DEMONSTRATE GENERAL COMPLIANCE WITH CITY CODE. APPROVAL OF THIS PLAN DOES NOT CONSTITUTE APPROVAL OF SIGNAGE AND STRIPING.

THE APPLICANT IS REQUIRED TO SUBMIT A SEPARATE SIGN PERMIT WITH THE CITY FOR REVIEW AND APPROVAL..

SCALE: 1" = 40'
20 0 20 40

SIGNAGE & STRIPING TABLE

ID	DESCRIPTION
A	STOP SIGN
B	DO NOT ENTER
C	ONE WAY
D	NO LEFT TURN
E	NO PARKING FIRE LANE
F	MONUMENT SIGN (SEE ARCH PLANS)
G	RESERVED PARKING (WITH UNIT NUMBER)
H	ADA PARKING SPACE w/SIGN
I	ADA PARKING SPACE w/BOLLARD MOUNTED SIGN
J	9' x 18' PARKING
K	PAINTED CROSSWALK
L	PAINTED ARROW (STRAIGHT)
M	PAINTED ARROW (RIGHT)
N	GORE STRIPING

NOTE: ALL SIGNAGE, PAVEMENT MARKINGS, AND TRAFFIC CONTROL DEVICES USED DURING CONSTRUCTION ARE TO BE IN CONFORMANCE WITH THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD)

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5/02/24
ARIZONA, U.S.A.

ViewPoint Engineering
2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702
FIRM No. F-23395
viewpointengineering.com

DWN BY: M TOTH
CHK BY: E BEALS

PROJECT
PINEHAVEN
RESIDENTIAL LAND DEVELOPMENT
2600 S. MASONIC LANE
COCONINO COUNTY, ARIZONA

APPLICANT
RODG DT FLAGSTAFF PROP CO LLC
2121 E. 6TH STREET, SUITE 203, AUSTIN, TEXAS 78702

TITLE
SITE PLAN REVIEW
CONCEPTUAL SIGNAGE & STRIPING PLAN

PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID C601 REV 4

SHEET 40 of 46

LANDSCAPE CALCULATIONS

Street Buffer (Lone Tree Rd.)	Reqd.	Prov.
455 LF @ 1 trees per 25 LF	18	–
Credit for Ex. Trees to Remain	−59	–
Net Trees Required	0	0
Shrubs @ 2 per tree	0	0
Groundcovers @ 2 per tree	0	0

Street Buffer (Zuni Drive)		
1,704 LF @ 1 trees per 25 LF	68	–
Credit for Ex. Trees to Remain	−149	–
Net Trees Required	0	0
Shrubs @ 2 per tree	0	0
Groundcovers @ 2 per tree	0	0

Peripheral Buffer (South Property Line)		
1,864 LF @ 1 trees per 25 LF	75	–
Credit for Ex. Trees to Remain	−135	–
Net Trees Required	0	–
Shrubs @ 2 per tree	0	0
Groundcovers @ 2 per tree	0	0

Parking Spaces		
30s.f. times 8 parking spaces	240s.f.	
2 trees per 8 spaces	2	–
Net Trees Required	2	2
Shrubs @ 2 per tree	4	0
Groundcovers @ 2 per tree	4	0

Building Foundation (Bldg. 1)		
227 LF @ 1 tree per 25 LF	9	–
Credit for Ex. Trees to Remain	−8	–
Net Trees Required	1	1
Shrubs @ 2 per tree	2	–
Groundcovers @ 2 per tree	2	–

Reduction for Overlap with Bldg. 2 Foundation

Building Foundation (Bldg. 2)		
185 LF @ 1 tree per 25 LF	7	–
Credit for Ex. Trees to Remain	−6	–
Net Trees Required	1	1
Shrubs @ 2 per tree	2	–
Groundcovers @ 2 per tree	2	–

Reduction for Overlap with Bldg. 3 Foundation

Building Foundation (Bldg. 3)		
185 LF @ 1 tree per 25 LF	7	–
Credit for Ex. Trees to Remain	−2	–
Net Trees Required	5	5
Shrubs @ 2 per tree	10	–
Groundcovers @ 2 per tree	10	–

Reduction for Overlap with Bldg. 4 Foundation

Building Foundation (Bldg. 4)		
233 LF @ 1 tree per 25 LF	9	–
Credit for Ex. Trees to Remain	−10	–
Net Trees Required	0	–
Shrubs @ 2 per tree	0	–
Groundcovers @ 2 per tree	0	–

Reduction for Overlap with Bldg. 5 Foundation

Building Foundation (Bldg. 5)		
222 LF @ 1 tree per 25 LF	9	–
Credit for Ex. Trees to Remain	−10	–
Net Trees Required	0	–
Shrubs @ 2 per tree	0	–
Groundcovers @ 2 per tree	0	–

–

Building Foundation (Bldg. 6)		
180 LF @ 1 tree per 25 LF	7	–
Credit for Ex. Trees to Remain	−11	–
Net Trees Required	0	–
Shrubs @ 2 per tree	0	–
Groundcovers @ 2 per tree	0	–

Reduction for Overlap with Bldg. 7 Foundation

Building Foundation (Bldg. 7)	Reqd.	Prov.
180 LF @ 1 tree per 25 LF	7	–
Credit for Ex. Trees to Remain	−2	–
Net Trees Required	5	5
Shrubs @ 2 per tree	10	–
Groundcovers @ 2 per tree	10	–

Reduction for Overlap with Bldg. 8 Foundation

Building Foundation (Bldg. 8)		
180 LF @ 1 tree per 25 LF	7	–
Credit for Ex. Trees to Remain	0	–
Net Trees Required	7	7
Shrubs @ 2 per tree	14	–
Groundcovers @ 2 per tree	14	–

Reduction for Overlap with Bldg. 9 Foundation

Building Foundation (Bldg. 9)		
225 LF @ 1 tree per 25 LF	9	–
Credit for Ex. Trees to Remain	0	–
Net Trees Required	9	9
Shrubs @ 2 per tree	18	–
Groundcovers @ 2 per tree	18	–

Reduction for Overlap with Bldg. 10 Foundation

Building Foundation (Bldg. 10)		
270 LF @ 1 tree per 25 LF	11	–
Credit for Ex. Trees to Remain	0	–
Net Trees Required	11	11
Shrubs @ 2 per tree	22	–
Groundcovers @ 2 per tree	22	–

Building Foundation (Bldgs. 11,12,13,14 & 17 each)		
179 LF @ 1 tree per 25 LF	7	–
Credit for Ex. Trees to Remain	0	–
Net Trees Required	7	–
Shrubs @ 2 per tree	14	–
Groundcovers @ 2 per tree	14	–

Reduction for Overlap with Bldg. Foundations

Building Foundation (Bldg. 15 & 16 each)		
179 LF @ 1 tree per 25 LF	7	–
Credit for Ex. Trees to Remain	−2	–
Net Trees Required	5	5
Shrubs @ 2 per tree	10	–
Groundcovers @ 2 per tree	10	–

Reduction for Overlap with Bldg. Foundation

Building Foundation (Bldg. 18)		
179 LF @ 1 tree per 25 LF	7	–
Credit for Ex. Trees to Remain	−4	–
Net Trees Required	3	5
Shrubs @ 2 per tree	6	–
Groundcovers @ 2 per tree	6	–

Reduction for Overlap with Bldg. Foundation

Building Foundation (Bldg. 19)		
185 LF @ 1 tree per 25 LF	7	–
Credit for Ex. Trees to Remain	−6	–
Net Trees Required	1	3
Shrubs @ 2 per tree	2	–
Groundcovers @ 2 per tree	2	–

Reduction for Overlap with Bldg. Foundation

Building Foundation (Bldg. 20)		
179 LF @ 1 tree per 25 LF	7	–
Credit for Ex. Trees to Remain	−2	–
Net Trees Required	5	–
Shrubs @ 2 per tree	10	–
Groundcovers @ 2 per tree	10	–

Reduction for Overlap with Bldg. Foundation

Building Foundation (Amenity Bldg.)		
185 LF @ 1 tree per 25 LF	7	–
Credit for Ex. Trees to Remain	0	–
Net Trees Required	7	8
Shrubs @ 2 per tree	14	–
Groundcovers @ 2 per tree	14	–

Reduction for Overlap with Bldg. 20 Foundation

CITY OF FLAGSTAFF LANDSCAPE NOTES

1. *ADJACENT SITE IMPROVEMENTS, PAVEMENT CONSTRUCTION, IRRIGATION INSTALLATION AND FINISH GRADING SHALL BE COMPLETED PRIOR TO INSTALLATION OF PLANT MATERIAL. DO NOT PLANT WHEN CONDITIONS ARE NOT SUITABLE FOR DIGGING, MIXING, RAKING AND/OR GRADING. PLANTING SHALL OCCUR DURING THE MONTHS THAT IRRIGATION SYSTEMS ARE IN OPERATION. THEREFORE, PLANTING MAY OCCUR BETWEEN APRIL 1st AND SEPTEMBER 30th.*
2. *SOIL EXCAVATED FROM THE PLANTING PIT SHALL BE TYPICALLY CONSIDERED ACCEPTABLE AS BACKFILL MATERIAL: BACKFILL MIXTURE TO BE COMPRISED OF 75% NATIVE SOIL, 25% GRANULAR BARK MULCH, AND 2 LBS. DISPERSAL PER CUBIC YARD OF BACKFILL.*
3. *ALL CONTAINERS SHALL BE REMOVED PRIOR TO PLANT INSTALLATION IN A MANNER THAT DOES NOT DISTURB THE POTTED SOIL OR ROOT BALL.*
4. *SET THE ROOT BALL ON SIX-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.*
5. *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 TWO-THIRDS 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.*
6. *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.*
7. *TWO TO THREE INCHES OF SPECIFIED MULCH SHALL BE PLACED IN THE AREA DISTURBED BY EXCAVATION OF THE PLANTING WELL.*
8. *PRIOR TO PLANTING ACTIVITIES, COMPLETELY REMOVE EXISTING WEEDS, INCLUDING ROOTS. IMMEDIATELY PRIOR TO INSTALLATION, CULTIVATE GROUND COVER AREAS TO A DEPTH OF SIX-INCHES AND GRADE SMOOTHLY AND UNIFORMLY. PLANT GROUND COVER SO THE ROOT CROWN IS AT OR SLIGHTLY ABOVE THE BED'S FINISH GRADE. AFTER PLANTING OF GROUND COVER AND PRIOR TO MULCHING, APPLY PRE-EMERGENT WEED CONTROL OVER PLANTING BED SOIL SURFACE IN ACCORDANCE WITH MANUFACTURER'S WRITTEN DIRECTIONS. INSTALL THE SPECIFIED MULCH TO A DEPTH OF THREE-INCHES OVER THE ENTIRE GROUND COVER BED.*
9. *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.*

GENERAL LANDSCAPE NOTES

1. *CONTRACTOR TO OBTAIN PERMITS FROM LOCAL AGENCIES AND UTILITIES HAVING JURISDICTION OVER THIS SITE.*
2. *CONTRACTOR TO VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO ANY INSTALLATION.*
3. *CONTRACTOR TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO INSTALL THE WORK INDICATED ON THE LANDSCAPE DOCUMENTS. CONTRACTOR SHALL BE RESPONSIBLE FOR CAREFUL SITE INSPECTION, DETAILED REVIEW OF THE PLANS, AND COORDINATION WITH SUB-CONTRACTORS ON-SITE PRIOR TO ANY INSTALLATION. ANY DISCREPANCIES SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE OWNER'S AGENT.*
4. *PRIOR TO INITIATING THESE LANDSCAPE IMPROVEMENTS, THE LANDSCAPE CONTRACTOR SHALL SCHEDULE A PRE-CONSTRUCTION MEETING ON SITE WITH THE OWNER'S REPRESENTATIVE, THE GENERAL CONTRACTOR, AND THE PROJECT LANDSCAPE ARCHITECT TO REVIEW AND RESOLVE ANY EXISTING SITE CONDITIONS THAT MAY BE IN CONFLICT WITH THE LANDSCAPE CONSTRUCTION DOCUMENTS AND THAT IMPACT THE INSTALLATION OF ANY OF THE PROPOSED SITE IMPROVEMENTS. THIS FIRST MEETING SHOULD BE SCHEDULED TO OCCUR AT THE COMPLETION OF ON-SITE AND OFF-SITE IMPROVEMENTS INCLUDING; ALL UNDERGROUND UTILITIES, MASS GRADING, AND STREET IMPROVEMENTS.*
5. *DAMAGE TO EXISTING LANDSCAPING, UNDERGROUND UTILITIES, IRRIGATION LINES, ELECTRICAL LINES, ETC. SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE.*
6. *ANY DISCREPANCIES FOUND BETWEEN THE PLANS AND THE SITE CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE PROJECT LANDSCAPE ARCHITECT.*
7. *ALL QUANTITIES PROVIDED ARE FOR BIDDING PURPOSES ONLY; LANDSCAPE CONTRACTOR SHALL VERIFY ALL QUANTITIES PRIOR TO INSTALLATION.*
8. *THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FINISH GRADES IN THE LANDSCAPE AREAS. CONTRACTOR SHALL VERIFY WITH THE GENERAL CONTRACTOR THE EXTENT OF ROUGH GRADING AND/OR FINE GRADING TO BE ESTABLISHED BY OTHERS.*
9. *ALL GRADING AND DRAINAGE SHALL BE IN ACCORDANCE WITH THE PLANS PREPARED BY THE PROJECT CIVIL ENGINEER. PROVIDE POSITIVE DRAINAGE AWAY FROM THE BUILDING(S) IN ALL CONDITIONS. CONTRACTOR TO MEET ALL EXISTING GRADES AT PROJECT BOUNDARIES. FINISH GRADE SHALL BE THREE INCHES (3") BELOW THE TOP OF ADJACENT WALKS AND CURBS PRIOR TO RECEIVING MULCH OR DECOMPOSED GRANITE.*
10. *ALL AREAS DISTURBED DURING CONSTRUCTION TO BE FINE GRADED. ADJACENT UNDISTURBED AREAS THAT ARE DAMAGED OR DISTURBED SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE.*
11. *CONTRACTOR SHALL FINE GRADE ENTIRE LANDSCAPE AREA AS REQUIRED FOR INSTALLATION OF PLANT MATERIALS. ALL GRADES SHALL BE NEAT, RAKED SMOOTH AND BE FREE OF DEBRIS PRIOR TO SUBSTANTIAL COMPLETION.*
12. *PRIOR TO SPREADING MATERIAL GROUNDCOVERS (MULCH OR DECOMPOSED GRANITE), ADJUST AND COMPACT FINISH GRADES, APPLY WEED PRE-EMERGENT SURFLAN OR EQUAL PER MANUFACTURER'S SPECIFICATIONS; THEN SPREAD DECOMPOSED GRANITE OR MULCH AS INDICATED ON THE PLANS. DECOMPOSED GRANITE SHALL BE RAKED AND WATERED TO SETTLE FINES WITH A MINIMUM FINAL DEPTH OF TWO INCHES (2"). PROVIDE A SECOND APPLICATION OF THE PRE-EMERGENT AT THE END OF THE MAINTENANCE PERIOD.*
13. *ALL LANDSCAPE AREAS SHALL RECEIVE A TWO INCH (2") TOP DRESSING OF DECOMPOSED GRANITE MULCH AS SPECIFIED ON THE LANDSCAPE PLANS. CONTRACTOR SHALL PROVIDE A SAMPLE TO OWNER'S AGENT FOR APPROVAL PRIOR TO DELIVERY.*
14. *STAKE LOCATIONS OF ALL TREES FOR APPROVAL BY THE PROJECT LANDSCAPE ARCHITECT AND OWNER'S AGENT PRIOR TO INSTALLATION OF ANY PLANT MATERIAL.*
15. *ALL PLANT MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL BRANCHED AND DENSELY FOLIATED (IN-LEAF) AS IS TYPICAL FOR THE SPECIES. THEY SHALL HAVE HEALTHY, WELL DEVELOPED ROOT SYSTEMS (NOT POT BOUND), A NORMAL HABIT OF GROWTH CONSISTENT WITH INDUSTRY STANDARDS, AND FREE OF BRUISES, CUTS, OR OTHER ABNORMALITIES. PLANT MATERIAL SHALL BE SIZED IN ACCORDANCE WITH THE AMERICAN STANDARD FOR NURSERY STOCK, LATEST EDITION, PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMAN AND THE ARIZONA NURSERYMAN ASSOCIATION.*
16. *BACKFILL MIXTURES, EXCEPT AS NOTED, TO BE COMPRISED OF 75% NATIVE SOIL, 25% GRANULAR BARK MULCH, AND 2 LBS. DISPERSAL PER CUBIC YARD OF BACKFILL.*
17. *ADD AGRI-FORM FERTILIZER TABLETS AT THE FOLLOWING RATES:*
    1 GALLON PLANT – 1 TABLET — 15 GALLON TREE – 4 TABLETS
    5 GALLON PLANT – 2 TABLETS — BOXED TREE – 6 TABLETS
    TABLETS TO BE PLACED NO DEEPER THAN 6 FEET BELOW THE SOIL SURFACE.
18. *THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ALL PLANTS SHOWN ON THE LANDSCAPE PLAN. DO NOT SUBSTITUTE PLANTS BY TYPE OR QUANTITY WITHOUT WRITTEN APPROVAL FROM THE LANDSCAPE ARCHITECT OR OWNER'S AGENT.*
19. *THE OWNER'S AGENT RESERVES THE RIGHT TO REJECT ANY SELECTION OF PLANT MATERIAL THAT DOES NOT SATISFY THE INTENT OF THE LANDSCAPE DESIGN BASED ON; SIZE, SHAPE, EVIDENCE OF STRESS OR IMPROPER CARE.*
20. *PRIOR TO INITIATING THE AGREED UPON MAINTENANCE PERIOD, COMPLETE ALL PUNCH LIST ITEMS FROM THE SITE INSPECTION AND THEN OBTAIN A WRITTEN APPROVAL FROM THE OWNER'S AGENT ACKNOWLEDGING SUBSTANTIAL COMPLETION. DETERMINE WITH THE OWNER'S AGENT THE START DATE FOR THE MAINTENANCE PERIOD: CONTRACTOR SHALL THEN MAINTAIN THE LANDSCAPE INCLUDING IRRIGATING, WEEDING, PRUNING, MOWING, AND REPLACEMENT OF ANY MATERIAL THAT HAS DIED OR IS SHOWING EVIDENCE OF STRESS. SUBMIT A REQUEST FOR FINAL INSPECTION ONE WEEK PRIOR TO THE END OF THE MAINTENANCE PERIOD.*
21. *CONTRACTOR TO PROVIDE THE OWNER WITH A WRITTEN GUARANTEE OF ONE YEAR FOR ALL TREES AND SIX MONTHS FOR ALL OTHER PLANT MATERIAL DATED FROM THE START OF THE MAINTENANCE PERIOD AGAINST DEFECTS INCLUDING DEATH AND UNSATISFACTORY GROWTH.*
22. *PROVIDE THE OWNER A SPECIFIC MAINTENANCE MANUAL OUTLINING THE RECOMMENDED MAINTENANCE REQUIREMENTS FOR THE LANDSCAPE AND IRRIGATION SYSTEM. PROVIDE RECOMMENDED CARE, PRUNING TECHNIQUES AND FREQUENCY FOR ALL PLANTS. INCLUDE A FERTILIZATION SCHEDULE. PROVIDE A SEASONAL IRRIGATION SCHEDULE AND WINTERIZATION METHODS.*

PLANT SCHEDULE

SYMBOL	BOTANICAL/COMMON NAME	SIZE	QTY.	MAT. SIZE	REMARKS
TREES					
	ACER GINNALA 'FLAME' AMUR MAPLE	2" CAL.	28	15x15	STANDARD
	CRATAEGUS LAEVIGATA 'CRIMSON CLOUD' CRIMSON CLOUD HAWTHORN	2" CAL.	12	20x15	STANDARD
	POPULUS TREMULOIDES QUAKING ASPEN	2" CAL.	47	50x15	STANDARD
	QUERCUS GAMBELII GAMBEL OAK	15-GAL.	40	25x15	STANDARD
SHRUBS / GRASSES					
	CALAMAGROSTIS x ACUTIFLORA 'K.F.' FOERSTER'S FEATHER REED GRASS	5 GAL.	97	4x2.5	2 GPH EMITTER
	CORNUS SERICEA 'ARCTIC FIRE' ARCTIC FIRE DOGWOOD	5 GAL.	33	4x4	2 GPH EMITTER
	FESTUCA GLAUCA 'ELIJAH BLUE' ELIJAH BLUE FESCUE	5 GAL.	764	1x1	2 GPH EMITTER
	MUHLENBERGIA REVERCHONII 'UNDAUNTED' SEEP MUHLY	5 GAL.	78	2x2	2 GPH EMITTER
	PEROVSKIA ATRIPLICIFOLIA RUSSIAN SAGE	5 GAL.	104	4x4	2 GPH EMITTER
	PHYSOCARPUS OPULIFOIUS 'DART'S GOLD' DART'S GOLD NINEBARK	5 GAL.	44	4x4	2 GPH EMITTER
	POTENTILLA FRUTICOSA 'GOLDFINGER' GOLDFINGER POTENTILLA	5 GAL.	105	3x3	2 GPH EMITTER
GROUNDCOVER					
	COTONEASTER DAMMERI 'CORAL BEAUTY' CORAL BEAUTY COTONEASTER	3 GAL.	16	1x6	2 GPH EMITTER
	JUNIPERUS HORIZONTALIS 'WILTONII' BLUE RUG JUNIPER	5 GAL.	56	6"x6	2 GPH EMITTER
	MAHONIA REPENS CREEPING OREGON GRAPE	1 GAL.	706	1x3	2 GPH EMITTER
	PRUNUS BESSEYI 'PAWNEE BUTTES' CREEPING SAND CHERRY	5 GAL.	46	1.5x5	2 GPH EMITTER
MATERIALS					
	MAHOGANY (ROCK PROS) DECOMPOSED GRANITE	1/2" SCREENED	–		3" DEPTH IN PLANTING AREAS
	NATIVE BARK MULCH DARK BROWN COLOR	STANDARD SIZE	–		2" TOP DRESSING HYDROSEED AREAS
	BASALT BOULDERS SALVAGED FROM SITE	VARIOUS SIZES	–		INSTALL PER DETAIL

HYDROSEED MIX

	NATIVE SEED MIX	30,020 S.F.+/-	HYDROSEED PER CITY OF FLAGSTAFF ENGINEERING DESIGN STANDARDS DIVISION 13-17-002

GRASSES	BOTANICAL/COMMON NAME	
	BOUTELOUA GRACILIS / BLUE GRAMA	5.0
	FESTUCA ARIZONICA / ARIZONA FESCUE	4.0
	SCHIZACHYRIUM SCOPARIUM / LITTLE BLUESTEM	4.0
FLOWERS / PERENNIALS		
	ACHILLEA LANULOSA / WESTERN YARROW	2.0
	LINUM LEWISII / BLUE FLAX	1.0
	LUPINUS ARGENTEUS / SILVER LUPINE	2.0
	PENSTEMON BARBATUS / SCARLET BUGLER	1.5
	RATIBIDA COLUMNARIS / MEXICAN HAT	1.5

GENERAL SEEDING NOTES

1. REMOVE AND DISPOSE OF ALL ROCKS, DEBRIS, WEEDS, AND ALL OTHER OBJECTIONABLE MATERIAL THAT MAY INTERFERE WITH SEEDING OPERATIONS.
2. SEEDBED PREPARATION TO BE DONE PER SECTION 13-17-002-0004 OF THE CITY OF FLAGSTAFF ENGINEERING DESIGN STANDARDS. IMPORT TOPSOIL AS NECESSARY TO ACHIEVE THE PROPER SEEDBED CONDITION. ADD SOIL AMENDMENTS AS NECESSARY.
3. ALL SEEDING OPERATIONS ARE TO FOLLOW THE STANDARDS PER DIVISION 13-17-002 OF THE CITY OF FLAGSTAFF ENGINEERING DESIGN STANDARDS.

PLANT SCHEDULE (PARKWAY - OFFSITE)

SYMBOL	BOTANICAL/COMMON NAME	SIZE	QTY.	MAT. SIZE	REMARKS
	ACER GINNALA 'FLAME' AMUR MAPLE	2" CAL.	5	15x15	STANDARD
	NATIVE BLACK CINDERS	STANDARD SIZE	–		2" DEPTH IN PARKWAY

IRRIGATION LEGEND:

SYMBOL	DESCRIPTION	MANUFACTURER/MODEL	COMMENTS
M	WATER METER	N/A	WATER METER TO BE INSTALLED PER CIVIL PLANS
	BACKFLOW PREVENTER	FEBCO 825YA	1" BFP TO BE INSTALLED PER CIVIL PLANS. INSTALL IN A SECURABLE BACKFLOW PREVENTER CAGE.
	FLOW SENSOR	IRRITROL FS-400	INSTALL AFTER MASTER VALVE AT P.O.C.
A	CONTROLLER	IRRITROL TC-18EXM-R 18-STATION WALL MOUNTED CONTROLLER IN METAL CABINET	INSTALL PER MANUFACTURER'S SPECIFICATIONS PROVIDE KEYS AND OPERATING INSTRUCTIONS TO OWNER
	GATE VALVE	WATTS WGV THD BRASS GATE VALVE	INSTALL IN 10" ROUND VALVE BOX.
	1" QUICK COUPLER	TORO 100-SLSC W/ 100-SLK KEY	INSTALL IN 10" ROUND VALVE BOX. PROVIDE 3 KEYS
	REMOTE CONTROL DRIP VALVE ASSEMBLY	TORO DZK-700, 1" DRIP VALVE ASSEMBLY INCLUDES Y-FILTER AND PRESSURE REGULATOR	INSTALL IN VALVE BOX
	MAIN LINE	SCH 40 PVC, SCH 80 FITTINGS	SIZE PER PIPE SCHEDULE (1" MIN.); SOLVENT WELD.
	SHRUB/G.C. LATERAL	CLASS 200 PVC	3/4" UNLESS OTHERWISE NOTED.
	TREE LATERAL	CLASS 200 PVC	3/4" UNLESS OTHERWISE NOTED.
	MULTI-OUTLET DRIP EMITTER	TORO T-PR25-9 PRESSURE REGULATING MANIFOLD OR APPROVED EQUAL	NOT SHOWN ON PLAN. SEE EMITTER DETAILS..
	SINGLE-OUTLET DRIP EMITTER	TORO T-DPJ08-A, 2-GPH EMITTER OR APPROVED EQUAL	NOT SHOWN ON PLAN. SEE EMITTER DETAILS.
	DISTRIBUTION TUBE	1/4" POLYETHYLENE	MAXIMUM LENGTH 6-FEET. SEE EMITTER DETAILS.
	END FLUSH CAP	TORO T-FCH-H-FIPT, OR APPROVED EQUAL	LOCATE IN 10" ROUND VALVE BOX
	SLEEVE	SCH. 40 PVC PIPE	SIZE TO BE 2X DIAMETER OF PIPE BEING SLEEVED
	ELECTRICAL SLEEVE	SCH. 40 PVC PIPE (1.5" MINIMUM)	SLEEVE UNDER ALL PAVING TYP.

PIPE SIZING SCHEDULE			
SIZE	GPM	SIZE	GPM
3/4"	6-10	1 1/2"	26-35
1"	11-15	2"	36-55
1 1/4"	16-25	2 1/2"	56-80

SLEEVE SIZING SCHEDULE (MIN.)			
PIPE	SLEEVE	PIPE	SLEEVE
3/4"	1 1/2"	1 1/2"	3"
1"	2"	2"	4"
1 1/4"	2.5"	2 1/2"	5"

A1 / 1" S — *STATION NUMBER / VALVE SIZE / ZONE TYPE*

EMITTER NOTES

1. INSTALL ONE (1.0 GPH) OR (2.0 GPH) SINGLE OUTLET EMITTER PER SHRUB OR GROUNDCOVER AS REQUIRED. SEE PLANT SCHEDULE FOR EMITTER SPECIFICATION.
2. INSTALL EMITTERS AROUND EACH TREE; SEE THE EMITTER DETAIL FOR EMITTER QUANTITY AND SPACING.
3. MULTI-OUTLET EMITTERS MAY BE USED INSTEAD OF SINGLE EMITTERS WHERE ↓" TUBING DOES NOT EXCEED 6' IN LENGTH.
4. INSTALL EMITTERS AT EDGE OF ROOTBALL AND UPGRADE FROM PLANTS.
5. INSTALL ALL EMITTERS AND EQUIPMENT PER MANUFACTURER'S INSTRUCTIONS AND SPECIFICATIONS.

IRRIGATION NOTES:

1. ALL EXACT QUANTITIES OF EQUIPMENT REMAIN THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR AND NO ADDITIONAL COSTS TO OWNER WILL BE ACCEPTED AFTER BIDDING THIS PROJECT EXCEPT FOR CHANGE ORDERS APPROVED BY THE OWNER.
2. PLANS ARE DIAGRAMMATIC AND APPROXIMATE. ALL IRRIGATION EQUIPMENT SHALL BE LOCATED IN LANDSCAPE AREAS; ALL SLEEVES SHALL BE INSTALLED PRIOR TO PAVING WORK. NO TEES, ELLS OR OTHER TURNS IN PIPING SHALL BE LOCATED UNDER PAVING EXCEPT WHERE SHOWN ON THE PLANS.
3. THE IRRIGATION SYSTEM IS DESIGNED FOR 90 STATIC PSI. CONTRACTOR SHALL VERIFY WATER PRESSURE IN THE FIELD PRIOR TO CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR ALERTING THE LANDSCAPE ARCHITECT AND OWNER OF ANY DISCREPANCIES BETWEEN DESIGN PRESSURE AND FIELD PRESSURE.
4. CONTRACTOR SHALL CONFORM TO ALL STATE AND LOCAL CODES AND IS RESPONSIBLE FOR OBTAINING PERMITS FROM LOCAL AGENCIES AND UTILITY COMPANIES HAVING JURISDICTION OVER THE PROJECT SITE.
5. CONTRACTOR SHALL VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO ANY INSTALLATION. CONTACT BLUE STAKES CENTER (263-1100) FORTY-EIGHT (48) HOURS PRIOR TO CONSTRUCTION.
6. CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO INSTALL THE IMPROVEMENTS INDICATED ON THE IRRIGATION PLANS. CONTRACTOR IS RESPONSIBLE FOR CAREFUL SITE INSPECTION, REVIEW OF ALL LANDSCAPE DOCUMENTS, AND COORDINATION WITH OTHER CONTRACTORS ON-SITE PRIOR TO ANY INSTALLATION. ANY DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE SITE SUPERINTENDENT AND THE OWNER.
7. CONTRACTOR IS RESPONSIBLE FOR THE COORDINATING THE INSTALLATION OF SLEEVES UNDER PAVED SURFACES WITH THE GENERAL CONTRACTOR.
8. PROVIDE PVC VALVE BOXES FOR ALL UNDERGROUND VALVES, PRESET PRESSURE REGULATORS AND FLUSH PLUGS.
9. USE ONLY #14 DIRECT BURIAL COPPER WIRE FOR ALL UNDERGROUND WIRING. ALL WIRE RUNS TO BE CONTINUOUS FROM CONTROLLER TO CONTROL VALVE. USE ONLY EPOXY FILLED WATERPROOF WIRE ASSEMBLIES BY SPEARS (OR EQUAL) FOR ALL WIRE SPLICES.
10. OBTAIN APPROVAL FROM THE OWNER'S AGENT OF STAKED LOCATIONS FOR ALL VALVES, MAINLINE, AND THE AUTOMATIC CONTROLLER PRIOR TO INSTALLATION.
11. TEST MAINLINE UNDER PRESSURE FROM THE WATER SOURCE (POINT OF CONNECTION) TO CONTROL VALVES AND QUICK COUPLERS FOR A MINIMUM OF 12-HOURS. OBTAIN APPROVAL FROM OWNER'S AGENT PRIOR TO BACKFILLING.
12. ALL PVC SLEEVEING PASSING UNDER PAVED SURFACES AND THROUGH FOOTINGS SHALL BE SCHEDULE-40 PVC PIPE TWICE THE SIZE OF THE PIPE PASSING THROUGH. PROVIDE A SEPARATE SLEEVE FOR ELECTRICAL WIRING (1.5" MINIMUM).
13. EXACT PIPE SIZING AND FOOTAGE ARE THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR.
14. USE TEFLON TAPE OR PIPE JOINT COMPOUND ON ALL THREADED JOINTS.
15. ALL DRIP SYSTEM LATERAL PIPING SHALL BE 3/4-INCH CLASS 200 PVC. ALL FITTINGS SHALL BE SCHEDULE 40 PVC.
16. CONTRACTOR IS RESPONSIBLE FOR COORDINATING THE IRRIGATION WORK WITH THE LANDSCAPE PLANS TO AVOID CONFLICT BETWEEN IRRIGATION EQUIPMENT AND PLANTING PITS.
17. WHERE TREES, LIGHT STANDARDS, ETC. ARE AN OBSTRUCTION OF SPRAYS, PIPING AND SPRINKLER HEADS SHALL BE ADJUSTED AND/OR RELOCATED AS REQUIRED TO ACHIEVE FULL HEAD TO HEAD COVERAGE.
18. PROVIDE A TYPED WATERING SCHEDULE ENCASED IN PLASTIC AND ATTACHED TO THE INSIDE OF THE CONTROLLER ENCLOSURE.
19. PRIOR TO INITIATING THE 90-DAY MAINTENANCE PERIOD, TEST THE SYSTEM WITH THE OWNER'S AGENT TO VERIFY THAT THE SYSTEM IS FULLY OPERATIONAL. PROVIDE WRITTEN RECOMMENDATIONS OF SUGGESTED SEASONAL WATERING SCHEDULES.
20. PROVIDE A WRITTEN 18-MONTH GUARANTEE FOR ALL IRRIGATION EQUIPMENT DATED FROM THE START OF THE 90-DAY MAINTENANCE PERIOD. CONTRACTOR SHALL PROVIDE LABOR, MATERIALS AND EQUIPMENT AS NECESSARY TO RESTORE THE FULL OPERATION OF THE SYSTEM AND REPLACE ANY PLANT MATERIAL THAT DIED AS A DIRECT RESULT OF THE FAILURE.

Contact Arizona 811 at least two full working days before you begin excavation
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REVISIONS

The WLB Group, INC.
Engineering • Planning • Surveying
Landscape Architecture
Offices located in: Tucson, Phoenix, Flagstaff, and Las Vegas, NV.
500 N. Beaver Street, Flagstaff, AZ 86001
PH:(928) 779-1500

PINEHAVEN

LANDSCAPE COVER SHEET

REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO.
34188
STEPHEN C. PARSONS
Date Signed 5/1/24
ARIZONA,

PLANT SCHEDULE

SYMBOL | BOTANICAL/COMMON NAME

TREES

- ACER GINNALA 'FLAME' — AMUR MAPLE
- CRATAEGUS LAEVIGATA 'CRIMSON CLOUD' — CRIMSON CLOUD HAWTHORN
- POPULUS TREMULOIDES — QUAKING ASPEN
- QUERCUS GAMBELII — GAMBEL OAK

SHRUBS / GRASSES

- CALAMAGROSTIS x ACUTIFLORA 'K.F.' — FOERSTER'S FEATHER REED GRASS
- CORNUS SERICEA 'ARCTIC FIRE' — ARCTIC FIRE DOGWOOD
- FESTUCA GLAUCA 'ELIJAH BLUE' — ELIJAH BLUE FESCUE
- MUHLENBERGIA REVERCHONII 'UNDAUNTED' — SEEP MUHLY
- PEROVSKIA ATRIPLICIFOLIA — RUSSIAN SAGE
- PHYSOCARPUS OPULIFOIUS 'DART'S GOLD' — DART'S GOLD NINEBARK
- POTENTILLA FRUTICOSA 'GOLDFINGER' — GOLDFINGER POTENTILLA

GROUNDCOVER

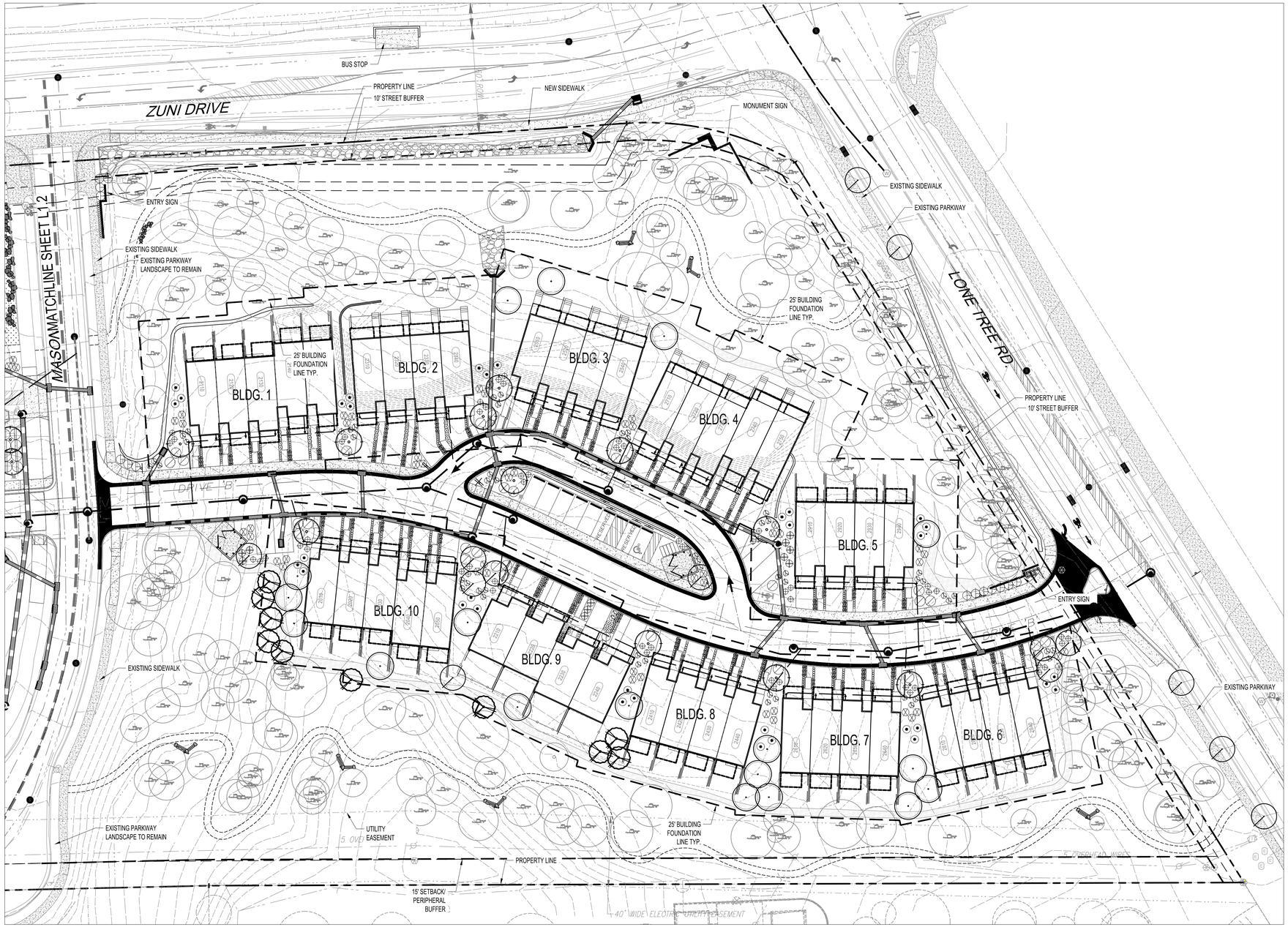
- COTONEASTER DAMMERI 'CORAL BEAUTY' — CORAL BEAUTY COTONEASTER
- JUNIPERUS HORIZONTALIS 'WILTONII' — BLUE RUG JUNIPER
- MAHONIA REPENS — CREEPING OREGON GRAPE
- PRUNUS BESSEYI 'PAWNEE BUTTES' — CREEPING SAND CHERRY

MATERIALS

- MAHOGANY (ROCK PROS) — DECOMPOSED GRANITE
- NATIVE BARK MULCH — DARK BROWN COLOR
- BASALT BOULDERS — SALVAGED FROM SITE

HYDROSEED MIX

- NATIVE SEED MIX



GRAPHIC SCALE
30 0 15 30 60
HORIZONTAL SCALE 1" = 30'

NORTH

Contact Arizona 811 at least two full working days before you begin excavation
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500 N. Beaver Street, Flagstaff, AZ 86001
PH:(928) 779-1300

PINEHAVEN

LANDSCAPE SITE PLAN

REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO.
34188
STEPHEN C. PARSONS
Date Signed 5/17/24
ARIZONA, U.S.A.

DESIGNED BY:	SP
DRAWN BY:	SP
CHECK BY:	SP
DATE:	MAY 2024

PROJECT NO.
322021A001

SHEET
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PLANT SCHEDULE

SYMBOL BOTANICAL/COMMON NAME

TREES

- ACER GINNALA 'FLAME' — AMUR MAPLE
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- CORNUS SERICEA 'ARCTIC FIRE' — ARCTIC FIRE DOGWOOD
- FESTUCA GLAUCA 'ELIJAH BLUE' — ELIJAH BLUE FESCUE
- MUHLENBERGIA REVERCHONII 'UNDAUNTED' — SEEP MUHLY
- PEROVSKIA ATRIPLICIFOLIA — RUSSIAN SAGE
- PHYSOCARPUS OPULIFOIUS 'DART'S GOLD' — DART'S GOLD NINEBARK
- POTENTILLA FRUTICOSA 'GOLDFINGER' — GOLDFINGER POTENTILLA

GROUNDCOVER

- COTONEASTER DAMMERI 'CORAL BEAUTY' — CORAL BEAUTY COTONEASTER
- JUNIPERUS HORIZONTALIS 'WILTONII' — BLUE RUG JUNIPER
- MAHONIA REPENS — CREEPING OREGON GRAPE
- PRUNUS BESSEYI 'PAWNEE BUTTES' — CREEPING SAND CHERRY

MATERIALS

- MAHOGANY (ROCK PROS) — DECOMPOSED GRANITE
- NATIVE BARK MULCH — DARK BROWN COLOR
- BASALT BOULDERS — SALVAGED FROM SITE

HYDROSEED MIX

- NATIVE SEED MIX

PROJECT CONSTRUCTION LIMIT

ZUNI DRIVE
NEW SIDEWALK
GAS LINE
PROPERTY LINE
10' STREET BUFFER
NEW PARKWAY
5' CABLE LINE
BUS STOP
MASONIC LANE
MONUMENT SIGN
25' BUILDING FOUNDATION LINE TYP.
BLDG. 16
BLDG. 17
BLDG. 18
BLDG. 19
BLDG. 20
AMENITY BUILDING
BLDG. 15
BLDG. 14
BLDG. 13
BLDG. 12
BLDG. 11
DRIVE AISLE
OBSERVATION TOWER
TRAIL
UTILITY EASEMENT
15' SETBACK/ PERIPHERAL BUFFER
5' OVERHEAD WIRES
PINNACLE PINES UNIT 1 CASE 9 MAP 78 INSTRUMENT 3331864
MATCHLINE SHEET L1.1

GRAPHIC SCALE
30 0 15 30 60
HORIZONTAL SCALE 1" = 30'

NORTH

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811 BLUE STAKE, INC.
Call 811 or click Arizona811.com

NO.	DATE:	ITEM:
.	.	.

REVISIONS

The WLB Group, INC.
Engineering • Planning • Surveying
Landscape Architecture • Urban Design
Offices located in: Tucson, Phoenix, Flagstaff, and Las Vegas, NV.
500 N. Beaver Street, Flagstaff, AZ 86001
PH:(928) 779-1500

PINEHAVEN

LANDSCAPE SITE PLAN

REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO
34188
STEPHEN C. PARSONS
Date Signed 6/4/24
ARIZONA, U.S.A.

DESIGNED BY:	SP		
DRAWN BY:	SP		
CHECK BY:	SP	DATE:	MAY 2024

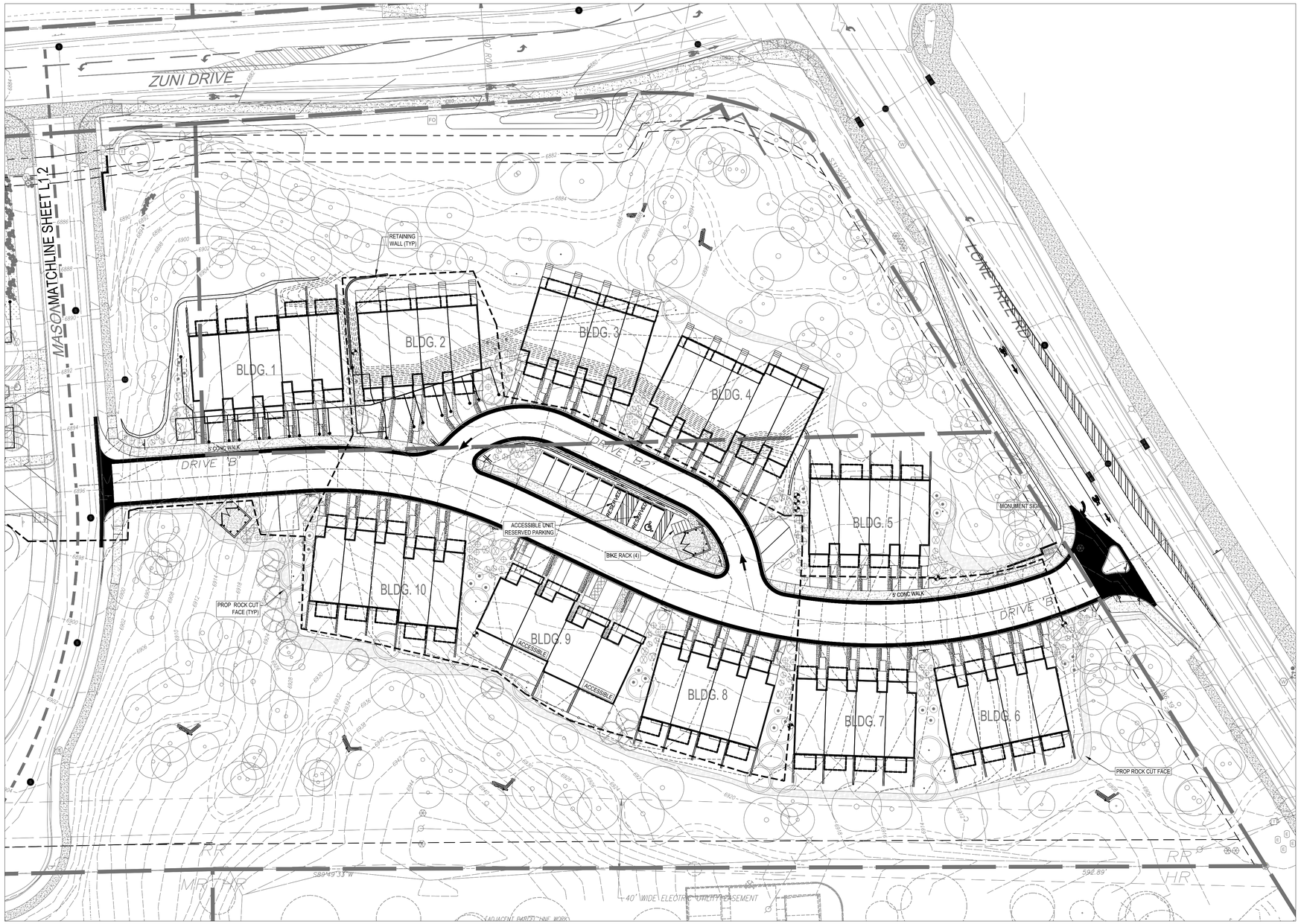
PROJECT NO.
322021A001

SHEET
L1.2

N:\322021A001_Pinehaven\dwg\Cut-Sits\Improvement\LS SITE PLAN.dwg, 5/1/2024 3:42:37 PM

IRRIGATION LEGEND:

SYMBOL	DESCRIPTION
M	WATER METER
	BACKFLOW PREVENTER
	FLOW SENSOR
A	CONTROLLER
	GATE VALVE
	1" QUICK COUPLER
	REMOTE CONTROL DRIP VALVE ASSEMBLY
	MAIN LINE
	SHRUB/G.C. LATERAL
	TREE LATERAL
	MULTI-OUTLET DRIP EMITTER
	SINGLE-OUTLET DRIP EMITTER
	DISTRIBUTION TUBE
	END FLUSH CAP
	SLEEVE
	ELECTRICAL SLEEVE



GRAPHIC SCALE
30 0 15 30 60
HORIZONTAL SCALE 1" = 30'

NORTH

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

NO.	DATE:	ITEM:
-	-	-

REVISIONS

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Landscape Architecture • Urban Design
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500 N. Beaver Street, Flagstaff, AZ 86001
PH:(928) 779-1500

The WLB Group INC.

PINEHAVEN
LANDSCAPE IRRIGATION

REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO.
34188
STEPHEN C. PARSONS
Date Signed 6/7/24
ARIZONA, U.S.A.

DESIGNED BY:	SP
DRAWN BY:	SP
CHECK BY:	SP
DATE:	MAY 2024

PROJECT NO.
322021A001

SHEET
L2.1

N:\322021A001_Pinehaven\Dwg\Cur-Shts\Improvement\LS-IR.dwg, 5/1/2024 3:36:03 PM

IRRIGATION LEGEND:

SYMBOL	DESCRIPTION
M	WATER METER
	BACKFLOW PREVENTER
	FLOW SENSOR
A	CONTROLLER
	GATE VALVE
	1" QUICK COUPLER
	REMOTE CONTROL DRIP VALVE ASSEMBLY
	MAIN LINE
	SHRUB/G.C. LATERAL
	TREE LATERAL
	MULTI-OUTLET DRIP EMITTER
	SINGLE-OUTLET DRIP EMITTER
	DISTRIBUTION TUBE
	END FLUSH CAP
	SLEEVE
	ELECTRICAL SLEEVE



GRAPHIC SCALE

30 0 15 30 60

HORIZONTAL SCALE 1" = 30'

NORTH

Contact Arizona 811 at least two full working days before you begin excavation

ARIZONA811 BLUE STAKE, INC.

Call 811 or click Arizona811.com

NO.	DATE:	ITEM:
-	-	-

REVISIONS

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Landscape Architecture • Urban Design
Offices located in: Tucson, Phoenix, Flagstaff, and Las Vegas, NV.
500 N. Beaver Street, Flagstaff, AZ 86001
PH:(928) 779-1500

PINEHAVEN

LANDSCAPE
IRRIGATION

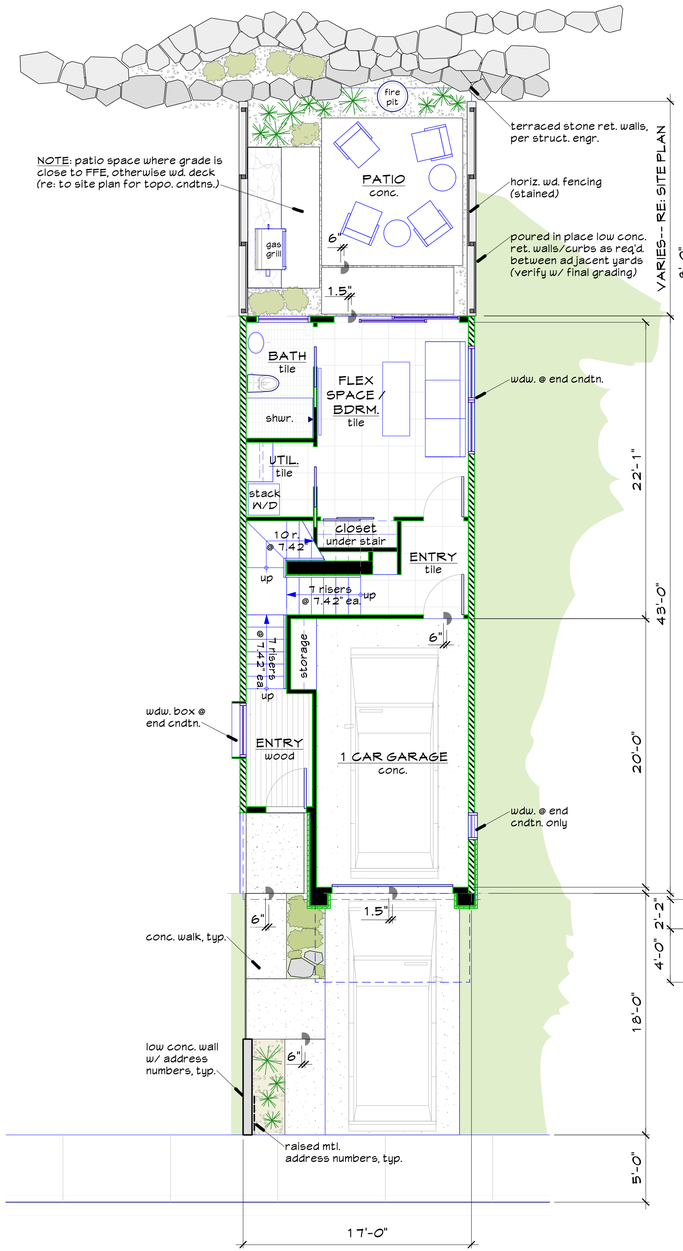
REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO.
34188
STEPHEN C. PARSONS
Date Signed 6/14/24
ARIZONA U.S.A.

DESIGNED BY:	SP
DRAWN BY:	SP
CHECK BY:	SP
DATE:	MAY 2024

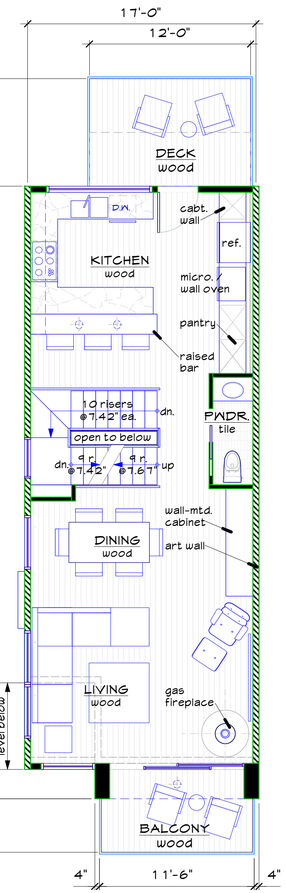
PROJECT NO.
322021A001

SHEET
L2.2

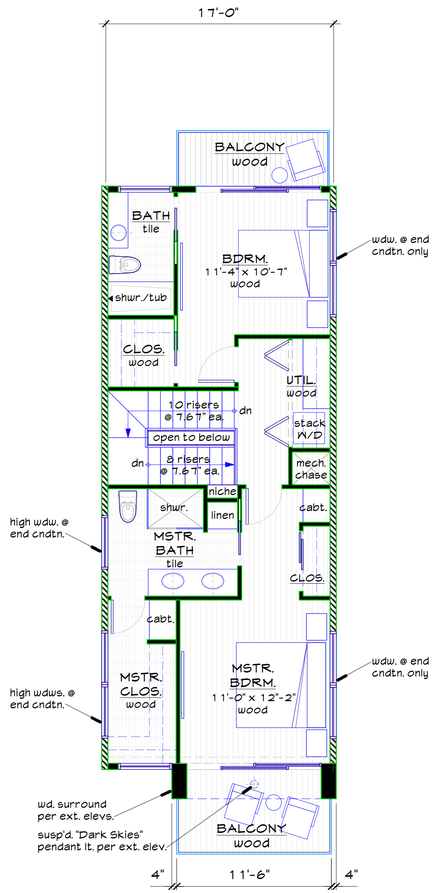
N:\322021A001_Pinehaven\dwg\Cur-Shts\Improvement\LS-IR.dwg, 5/1/2024 3:37:40 PM



GROUND FLOOR



SECOND FLOOR



THIRD FLOOR

0 1 2 4 8 16'

REVISIONS

REV.	DATE	DESCRIPTION	INIT
			MDT

ViewPoint Engineering
2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702
FIRM No. F-23395
viewpointengineering.com

SCALE: 3/16" = 1'-0"
DWN BY: M LIND
CHK BY:

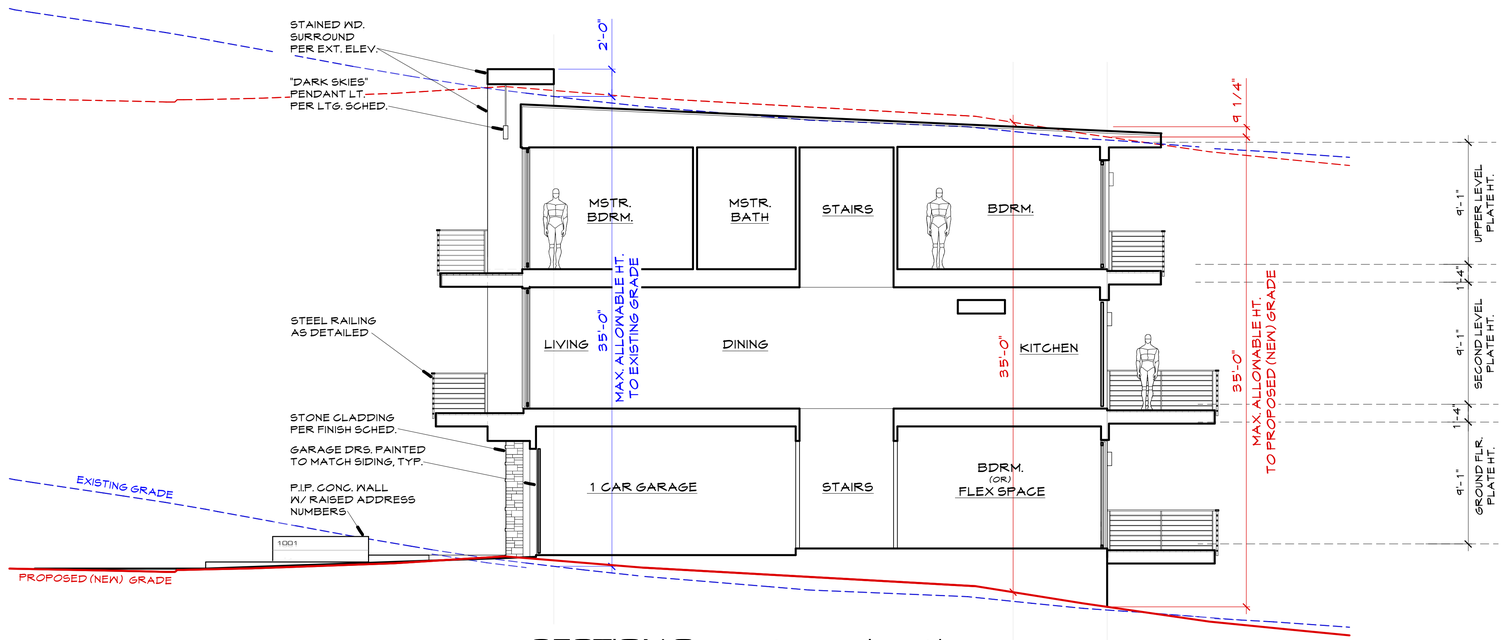
PROJECT: PINEHAVEN
RESIDENTIAL LAND DEVELOPMENT
2055 S. MAIN STREET LANE
COCONINO COUNTY, ARIZONA

APPLICANT: RODG DT FLAGSTAFF PROP CO LLC
2121 E. 6TH STREET, SUITE 203, AUSTIN, TEXAS 78702

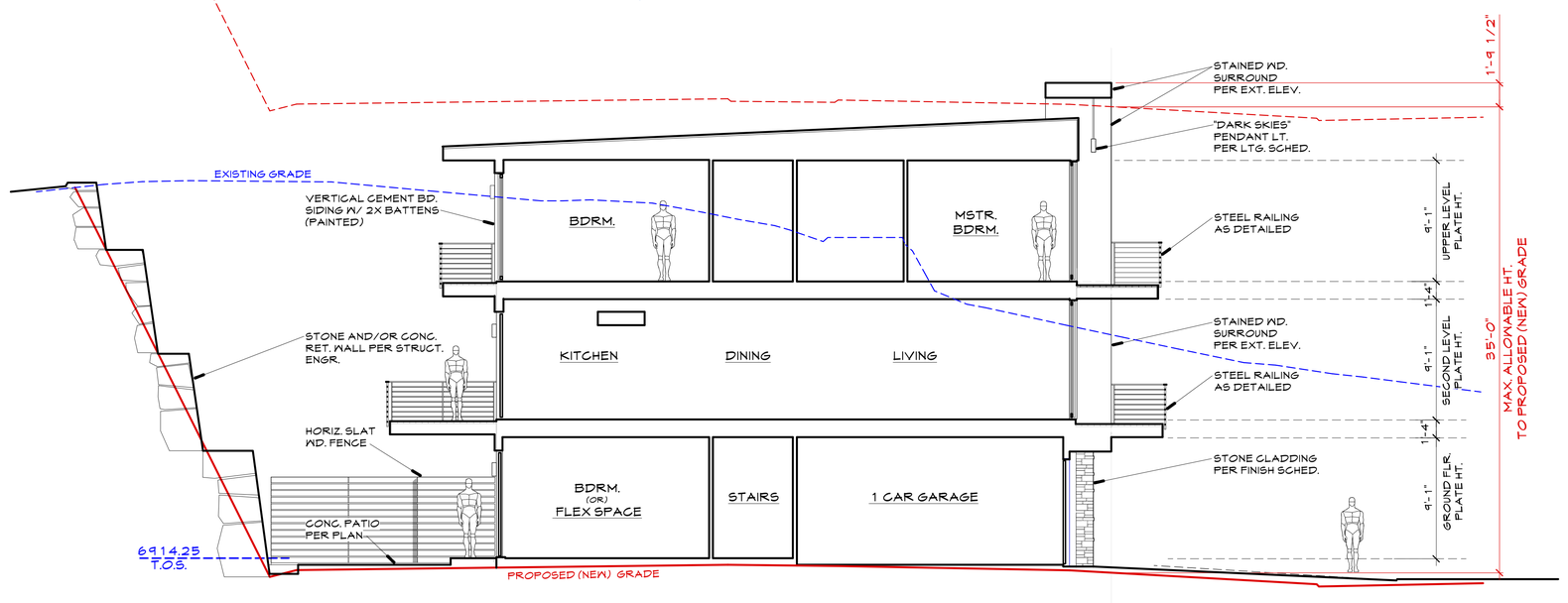
TITLE: FLOOR PLANS
unit "A" (3 story townhome)

PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID A-1.1
REV 0

I:\Shared drives\PROJ\22004 FLAGSTAFF 72\DRAWINGS\CONST DWGS\arch TITLE 22004



SECTION @ worst case location
"A" unit #1030



SECTION @ best case location
"A" unit #1940

0 1 2 4 8 16'

REVISIONS

REV	DATE	DESCRIPTION	INIT	MDT

ViewPoint Engineering
2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702
FIRM No. F-23395
viewpointengineering.com

SCALE: 3/16" = 1'-0"
DWN BY: M LIND
CHK BY:

PROJECT: PINEHAVEN RESIDENTIAL LAND DEVELOPMENT
2951 S. MASONIC LANE
COCONINO COUNTY, ARIZONA

APPLICANT: RODG DT FLAGSTAFF PROP CO LLC
2121 E. 6TH STREET, SUITE 203, AUSTIN, TEXAS 78702

TITLE: BUILDING SECTIONS
unit "A" (3 story townhome)

PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID A-1.2
REV 0



FRONT ELEVATION (typical)
unit "A"



LEFT SIDE ELEV. (@ end condition)
unit "A"

0 1 2 4 8 16'

REVISIONS

REV	DATE	DESCRIPTION	INIT	MDT

ViewPoint Engineering
2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702
FIRM No. F-23395
viewpointengineering.com

SCALE: 3/16" = 1'-0"
DWN BY: M LIND
CHK BY:

PROJECT: PINEHAVEN RESIDENTIAL LAND DEVELOPMENT
2951 S. MASONIC LANE
COCONINO COUNTY, ARIZONA

APPLICANT: RODG DT FLAGSTAFF PROP CO LLC
2121 E. 6TH STREET, SUITE 203, AUSTIN, TEXAS 78702

TITLE: EXTERIOR ELEVATIONS
unit "A" (3 story townhome)

PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID A-1.3
REV 0



REAR ELEVATION (typical)
unit "A"



RIGHT SIDE ELEV. (@ end condition)
unit "A"

REVISIONS

REV	DATE	DESCRIPTION	INIT	MDT

ViewPoint Engineering
FIRM No. F-23395
viewpointengineering.com
2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702

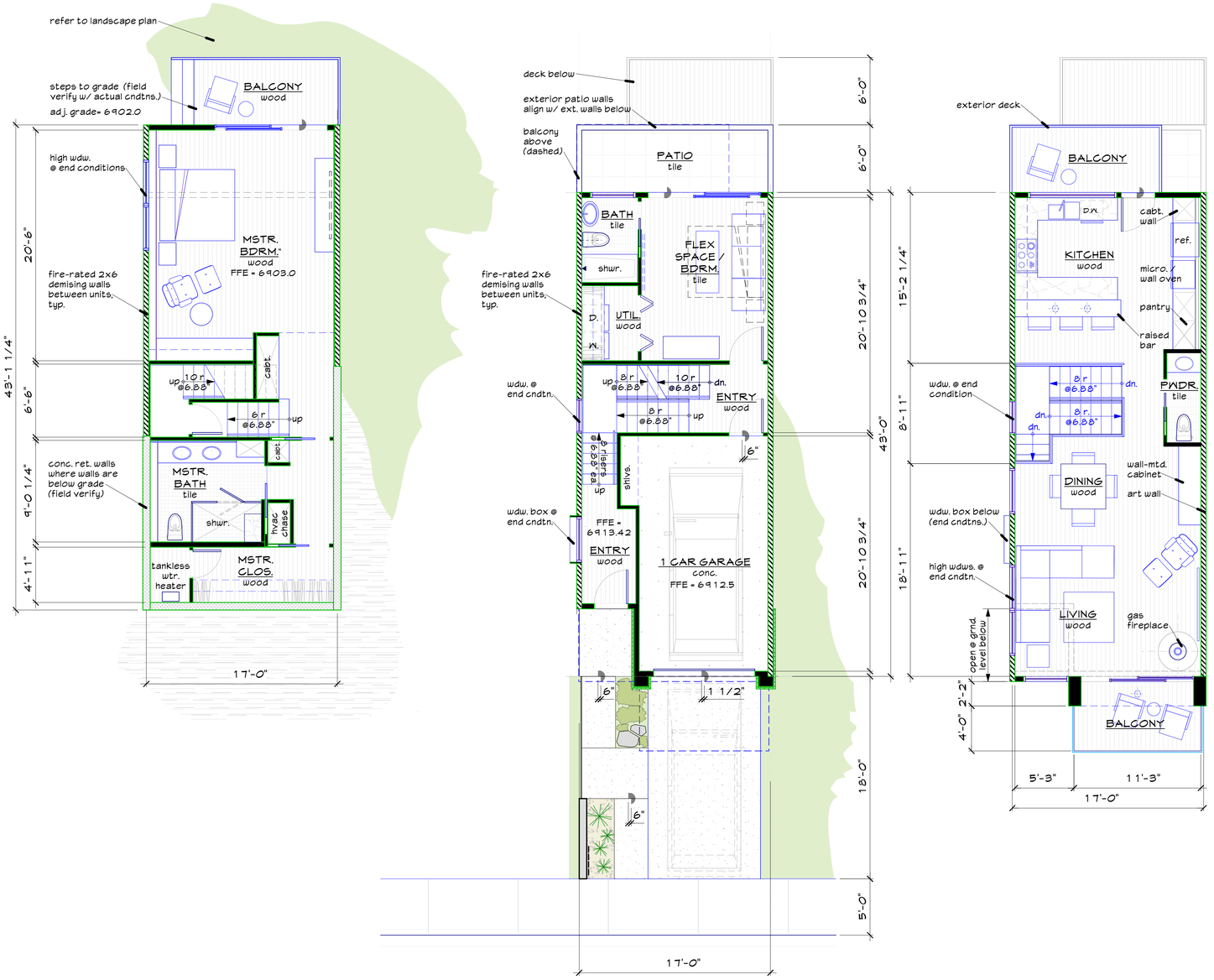
SCALE: 3/16" = 1'-0"
DWN BY: M LIND
CHK BY:

PROJECT: PINEHAVEN RESIDENTIAL LAND DEVELOPMENT
2951 S. MASONIC LANE
COCONINO COUNTY, ARIZONA

APPLICANT: RODG DT FLAGSTAFF PROP CO LLC
2121 E. 6TH STREET, SUITE 203, AUSTIN, TEXAS 78702

TITLE: EXTERIOR ELEVATIONS
unit "A" (3 story townhome)

PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID A-1.4
REV 0



LOWER FLOOR
unit # 1240 (RE: SITE PLAN)

GROUND FLOOR
unit #1240

SECOND FLOOR
unit #1240

0 1 2 4 8 16'

REVISIONS			
REV	DATE	DESCRIPTION	INIT
			MDT

ViewPoint Engineering
FIRM No. F-23395
viewpointengineering.com
2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702

SCALE: 3/16" = 1'-0"
DWN BY: M LIND
CHK BY:

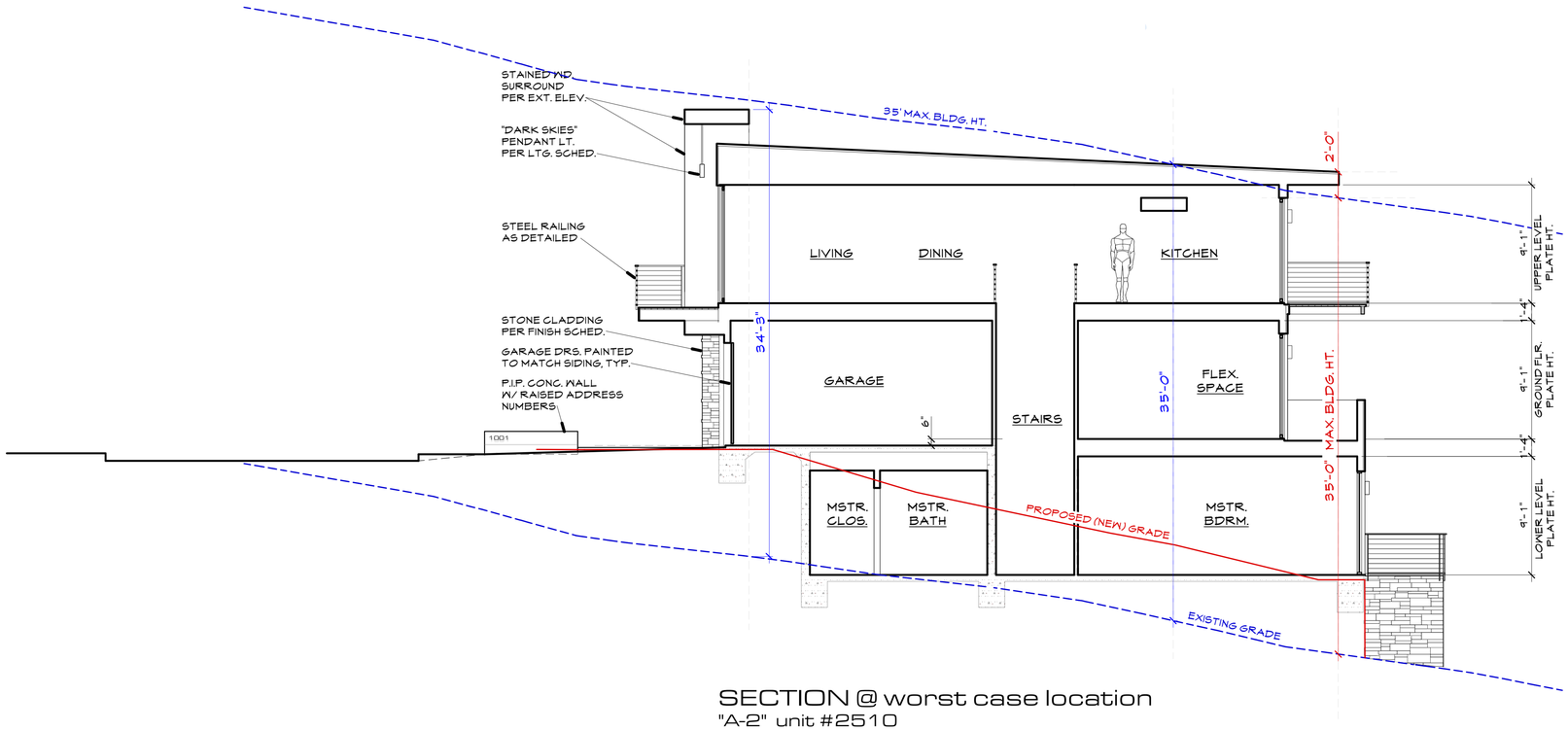
PROJECT: **PINEHAVEN RESIDENTIAL LAND DEVELOPMENT**
2951 S. MASONIC LANE
COCONINO COUNTY, ARIZONA

APPLICANT: **RODG DT FLAGSTAFF PROP CO LLC**
2121 E. 6TH STREET, SUITE 203, AUSTIN, TEXAS 78702

TITLE: **FLOOR PLANS**
unit "A-2" (3 story townhome modified w/ lower level)

PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID **A-2.1** REV 0

V:\Shared drives\PROJ\22004 FLAGSTAFF 12\DRAWINGS\CONST DWGS\arch TITLE 22004



SECTION @ worst case location
"A-2" unit #2510

0 1 2 4 8 16'

REVISIONS

REV	DATE	DESCRIPTION	INIT	MDT

ViewPoint Engineering
FIRM No. F-23395
viewpointengineering.com
2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702

SCALE: 3/16" = 1'-0"
DWN BY: M LIND
CHK BY:

PROJECT: PINEHAVEN RESIDENTIAL LAND DEVELOPMENT
2951 S. MASONIC LANE
COCONINO COUNTY, ARIZONA

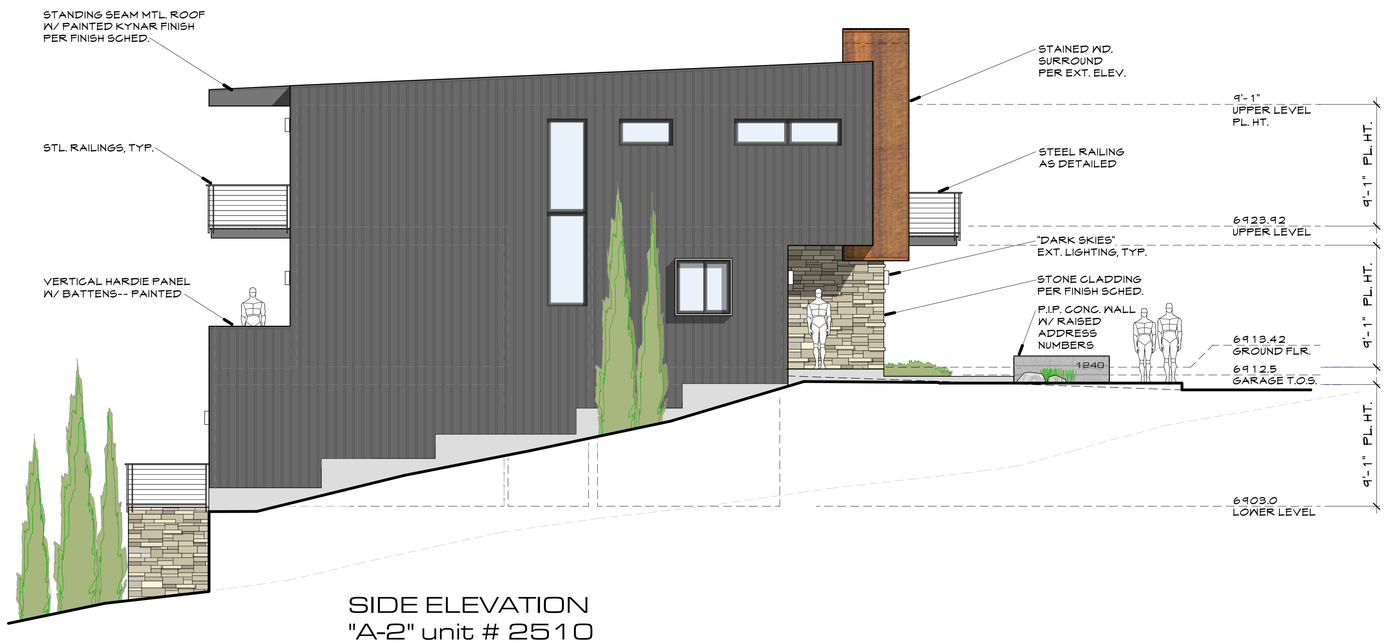
APPLICANT: RODG DT FLAGSTAFF PROP CO LLC
2121 E. 6TH STREET, SUITE 203, AUSTIN, TEXAS 78702

TITLE: BUILDING SECTIONS
unit "A-2" (3 story townhome modified w/ lower level)

PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID A-2.2
REV 0



FRONT ELEVATION (typical)
"A-2" w/ lower level



SIDE ELEVATION
"A-2" unit # 2510

0 1 2 4 8 16'

REVISIONS			
REV.	DATE	DESCRIPTION	INIT
			MDT

ViewPoint Engineering
2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702
FIRM No. F-23395
viewpointengineering.com

SCALE: 3/16" = 1'-0" 0"
DWN BY: M LIND
CHK BY:

PROJECT: **PINEHAVEN RESIDENTIAL LAND DEVELOPMENT**
2951 S. MASONIC LANE
COCONINO COUNTY, ARIZONA

APPLICANT: **RODG DT FLAGSTAFF PROP CO LLC**
2121 E. 6TH STREET, SUITE 203, AUSTIN, TEXAS 78702

TITLE: **EXTERIOR ELEVATIONS**
unit "A-2" (3 story townhome modified w/ lower level)

PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID A-2.3
REV 0

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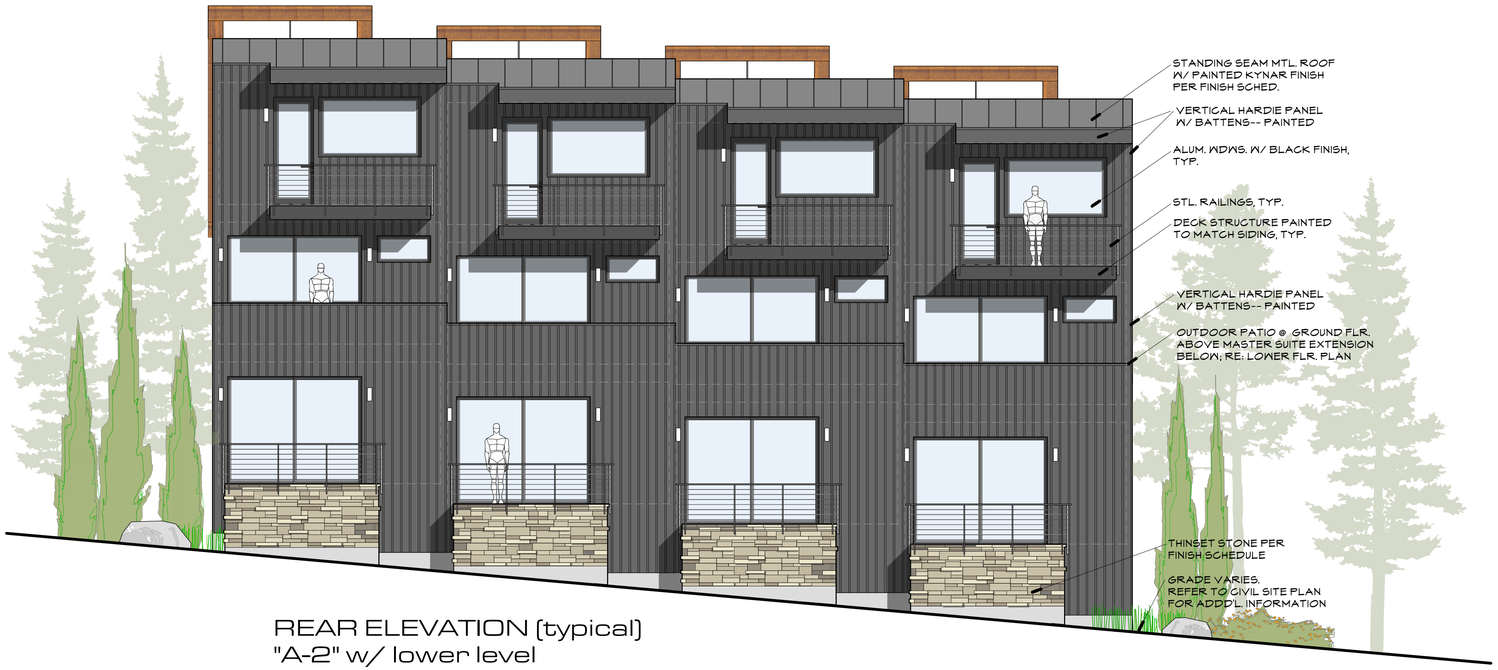
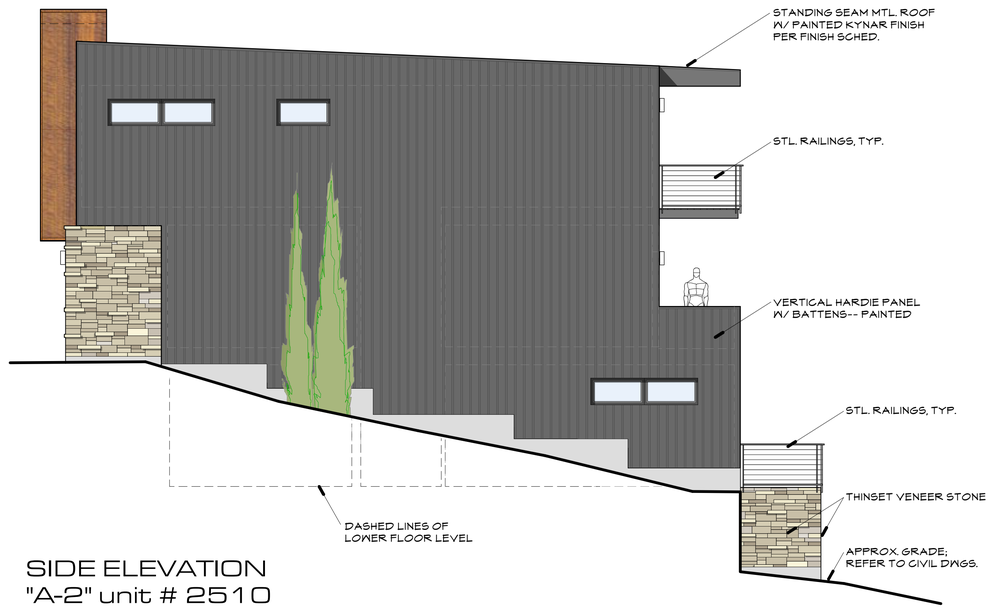


REAR ELEVATION (typical)
"A-2" w/ lower level



SIDE ELEVATION
"A-2" unit # 2510

0 1 2 4 8 16'

REVISIONS			
REV	DATE	DESCRIPTION	INIT
			MDT

ViewPoint Engineering
2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702
FIRM No. F-23395
viewpointengineering.com

SCALE: 3/16" = 1'-0"
DWN BY: M LIND
CHK BY:

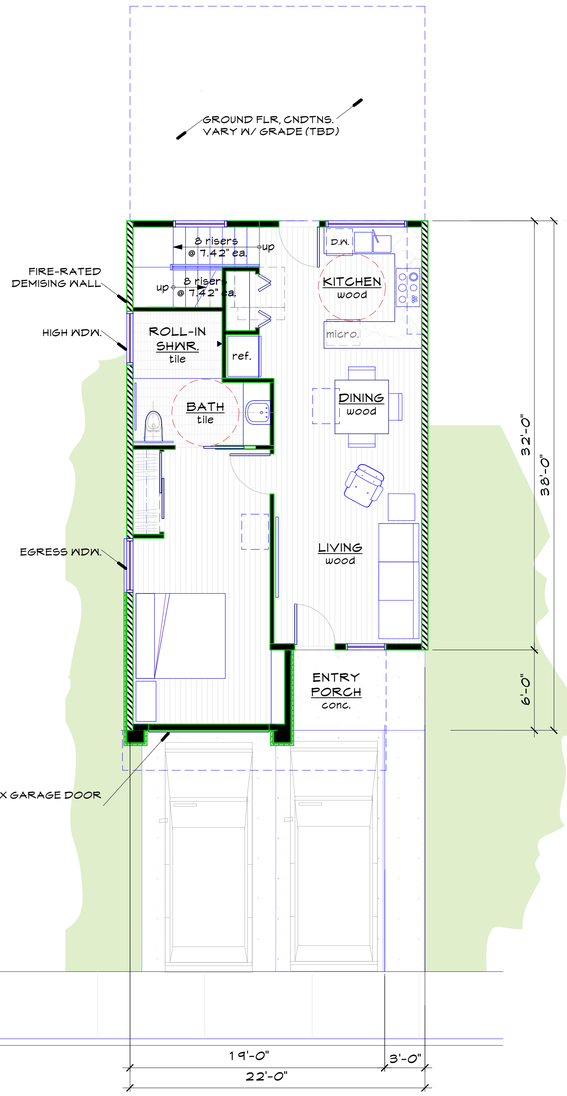
PROJECT: PINEHAVEN RESIDENTIAL LAND DEVELOPMENT
2951 S. MASONIC LANE
COCONINO COUNTY, ARIZONA

APPLICANT: RODG DT FLAGSTAFF PROP CO LLC
2121 E. 6TH STREET, SUITE 203, AUSTIN, TEXAS 78702

TITLE: EXTERIOR ELEVATIONS
unit "A-2" (3 story townhome modified w/ lower level)

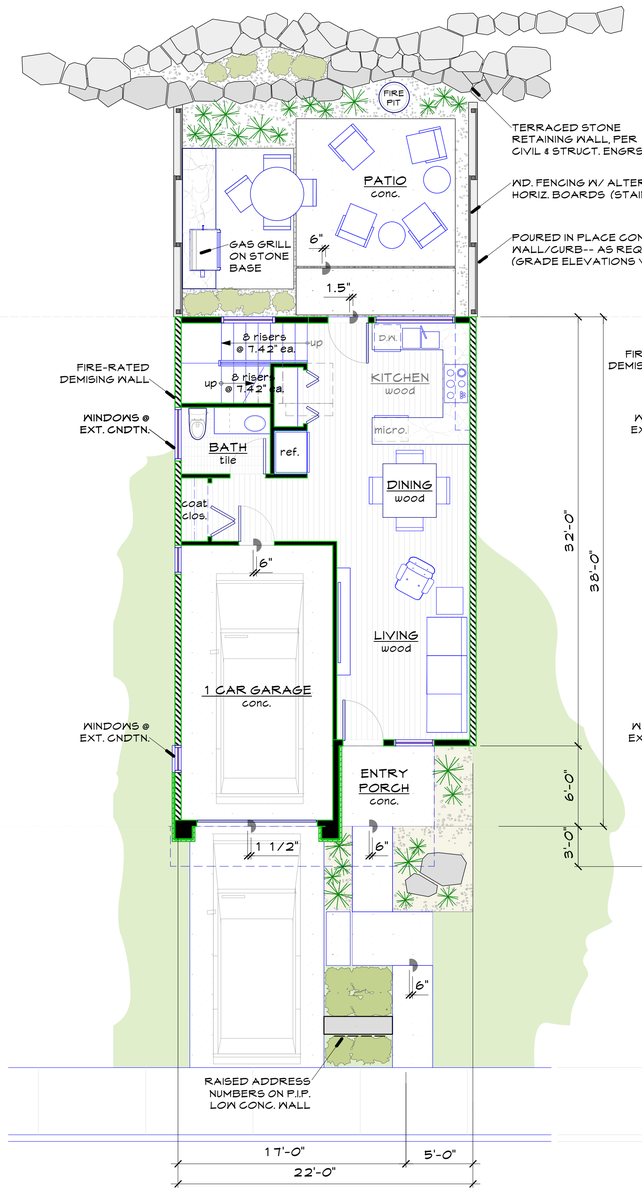
PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID A-2.4
REV 0

V:\Shared drives\PROJ\22004 FLAGSTAFF 13\DRAWINGS\CONST DWGS\arch TITLE 22004



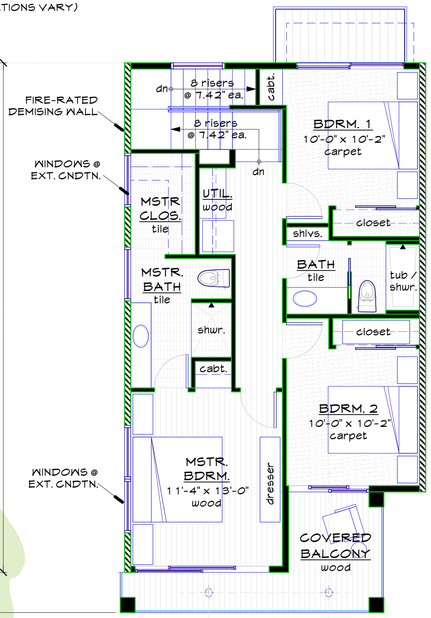
ACCESSIBLE UNIT

note: to provide an egress window in the ground floor bdrm., accessible units must be on on an outside location.



GROUND FLOOR

unit #2610



SECOND FLOOR

unit #2610

0 1 2 4 8 16'

V:\Shared drives\PROJ\22004 FLAGSTAFF 13\DRAWINGS\CONST DWGS\arch TITLE 22004

REVISIONS

REV.	DATE	DESCRIPTION	INIT
			MDT

ViewPoint Engineering
2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702
FIRM No. F-23395
viewpointengineering.com

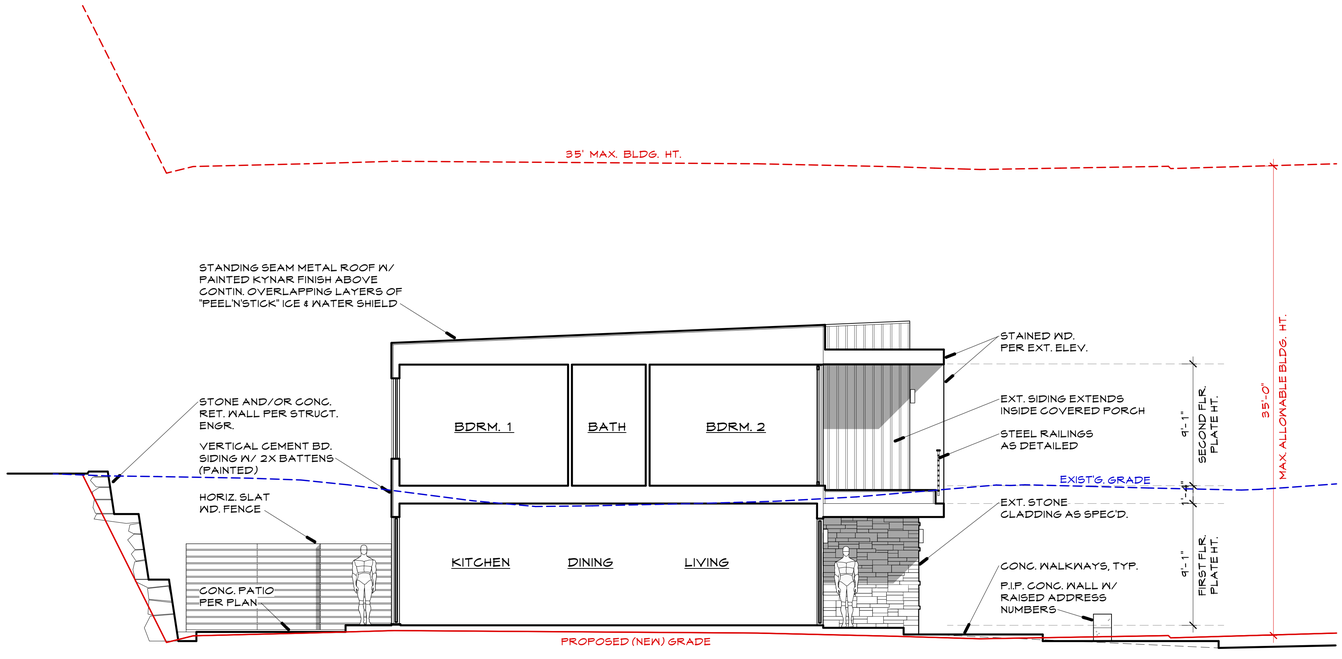
SCALE: 3/16 = 1'-0"
DWN BY: M LIND
CHK BY:

PROJECT: PINEHAVEN RESIDENTIAL LAND DEVELOPMENT
2951 S. MASONIC LANE
COCONINO COUNTY, ARIZONA

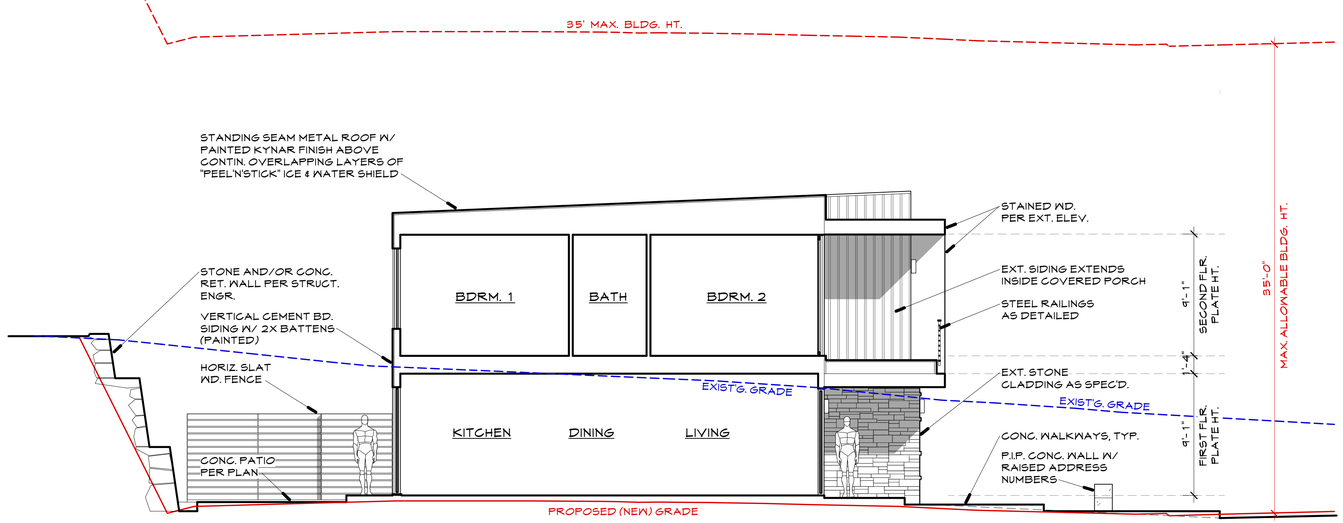
APPLICANT: RODG DT FLAGSTAFF PROP CO LLC
2121 E. 6TH STREET, SUITE 203, AUSTIN, TEXAS 78702

TITLE: FLOOR PLANS
unit "B" (2 story townhome)

PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID A-3.1
REV 0



SECTION @ best case location
"B" unit #2810



SECTION @ worst case location
"B" unit #2610

0 1 2 4 8 16'

REVISIONS

REV.	DATE	DESCRIPTION	INIT
			MDT

ViewPoint Engineering
2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702
FIRM No. F-23395
viewpointengineering.com

SCALE: 3/16 = 1'-0"
DWN BY: M LIND
CHK BY:

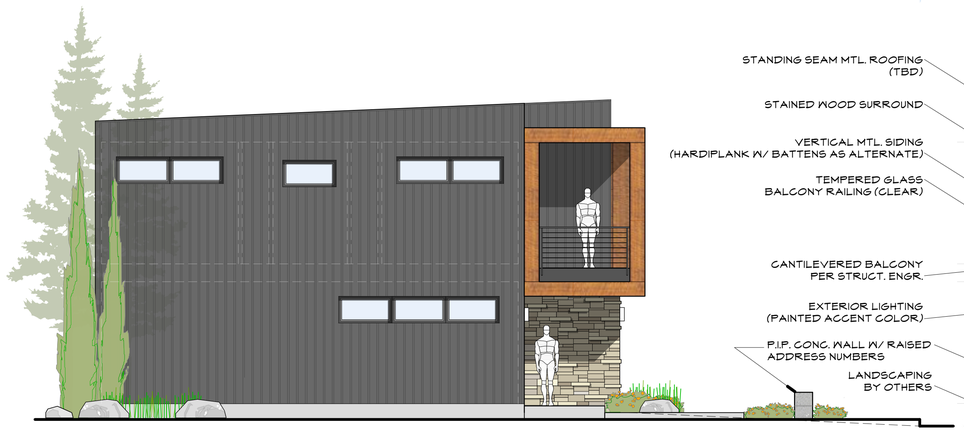
PROJECT: PINEHAVEN RESIDENTIAL LAND DEVELOPMENT
2951 S. MASONIC LANE
COCONINO COUNTY, ARIZONA

APPLICANT: RODG DT FLAGSTAFF PROP CO LLC
2121 E. 6TH STREET, SUITE 203, AUSTIN, TEXAS 78702

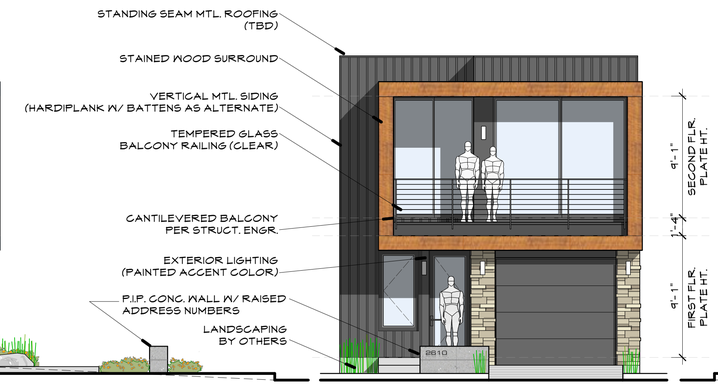
TITLE: BUILDING SECTIONS
unit "B" (2 story townhome)

PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID A-3.2
REV 0

V:\Shared drives\PROJ\22004 FLAGSTAFF TOWNHOMES\CONST DWGS\arch TITLE 22004



LEFT SIDE ELEVATION
unit "B"



FRONT UNIT ELEVATION
unit "B"



RIGHT SIDE ELEVATION
unit "B"



FRONT ELEVATION (typical)
unit "B"

0 1 2 4 8 16'

REVISIONS			
REV	DATE	DESCRIPTION	INIT
			MDT

ViewPoint Engineering
2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702
FIRM No. F-23395
viewpointengineering.com

SCALE: 3/16 = 1'-0"
DWN BY: M LIND
CHK BY:

PROJECT: PINEHAVEN RESIDENTIAL LAND DEVELOPMENT
2351 S. MASONIC LANE
COCONINO COUNTY, ARIZONA

APPLICANT: RODG DT FLAGSTAFF PROP CO LLC
2121 E. 6TH STREET, SUITE 203, AUSTIN, TEXAS 78702

TITLE: EXTERIOR ELEVATIONS
unit "B" (2 story townhome)

PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID A-3.3
REV 0

C:\Users\mlind\PROJ\22004 FLAGSTAFF TOWNHOMES\CONST SHEETS\arch TITLE 22004



REAR ELEVATION (typical)
unit "B"

0 1 2 4 8 16'

REVISIONS			
REV.	DATE	DESCRIPTION	INIT
			MDT

ViewPoint Engineering
2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702
FIRM No. F-23395
viewpointengineering.com

SCALE: 3/16 = 1'-0"
DWN BY: M LIND
CHK BY:

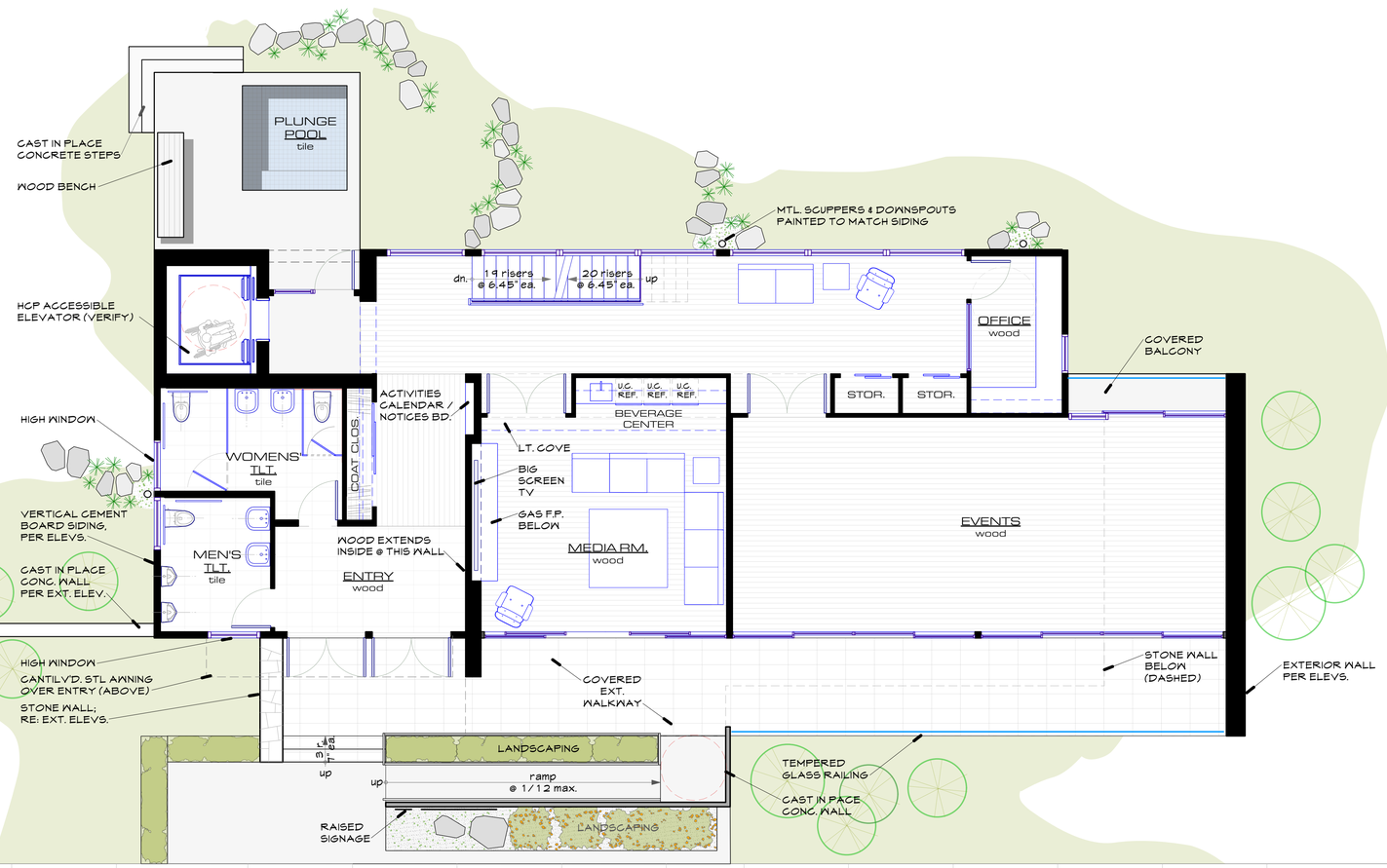
PROJECT: PINEHAVEN
RESIDENTIAL LAND DEVELOPMENT
2951 S. MASONIC LANE
COCONINO COUNTY, ARIZONA

APPLICANT: RODG DT FLAGSTAFF PROP CO LLC
2121 E. 6TH STREET, SUITE 203, AUSTIN, TEXAS 78702

TITLE: EXTERIOR ELEVATIONS
unit "B" (2 story townhome)

PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID A-3.4
REV 0

V:\Shared drives\PROJ\22004 FLAGSTAFF TOWNHOMES\CONST DWGS\arch TITLE 22004



GROUND FLOOR PLAN
clubhouse

NORTH

0 1 2 4 8 16'

REVISIONS			
REV.	DATE	DESCRIPTION	INIT / MDT

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AUSTIN, TEXAS 78702
FIRM No. F-23395
viewpointengineering.com

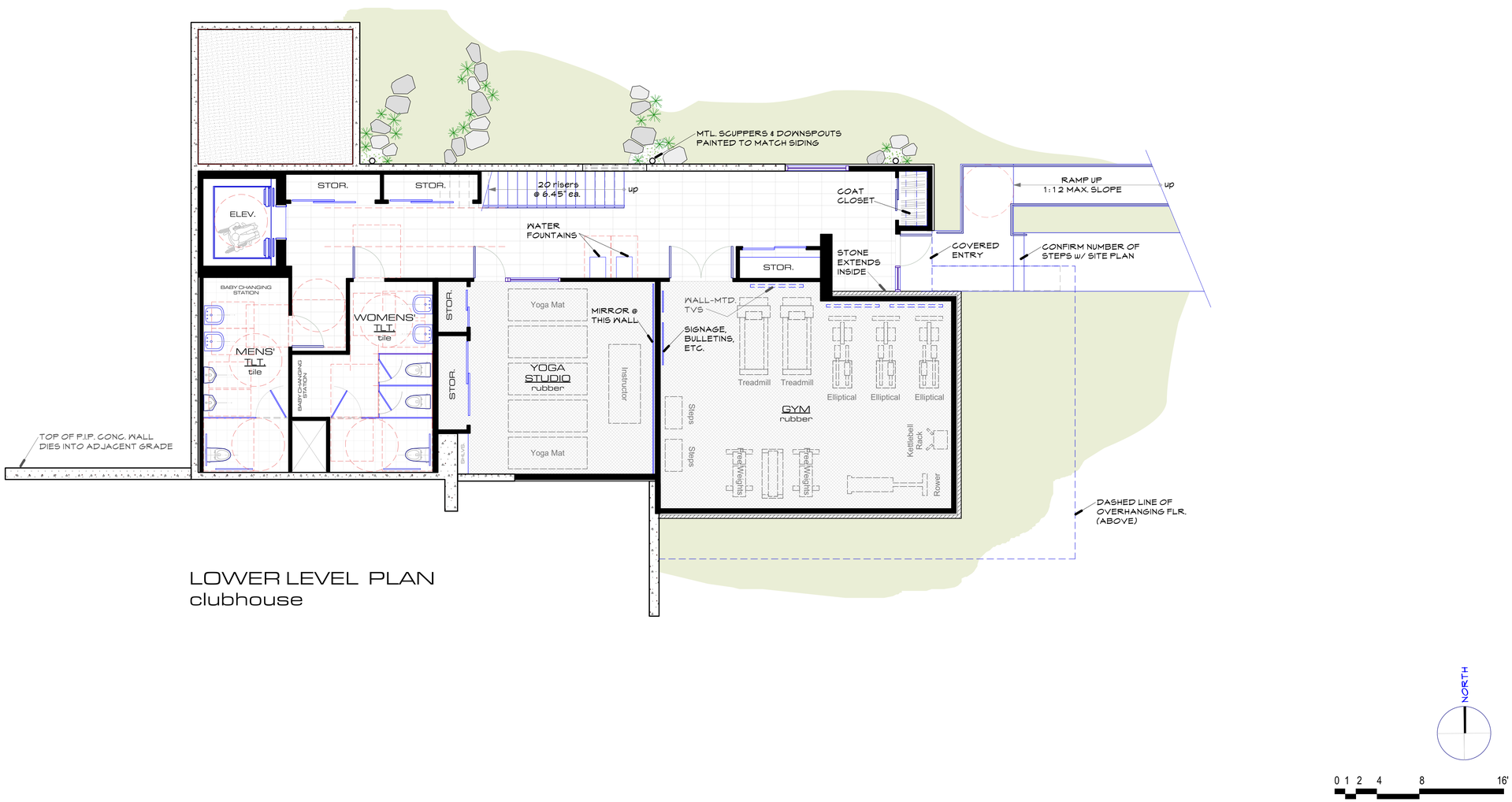
SCALE: 3/16" = 1'-0"
DWN BY: M LIND
CHK BY:

PROJECT: PINEHAVEN RESIDENTIAL LAND DEVELOPMENT
2951 S. MASONIC LANE
COCONINO COUNTY, ARIZONA

APPLICANT: RODG DT FLAGSTAFF PROP CO LLC
2121 E. 6TH STREET, SUITE 203, AUSTIN, TEXAS 78702

TITLE: GROUND FLOOR PLAN
community clubhouse

PROJECT NO. 22004
DATE: MAY 30, 2023
SHEET ID: A-4.1
REV: 0



LOWER LEVEL PLAN
clubhouse

REVISIONS

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			MDT

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COCONINO COUNTY, ARIZONA

APPLICANT: RODG DT FLAGSTAFF PROP CO LLC
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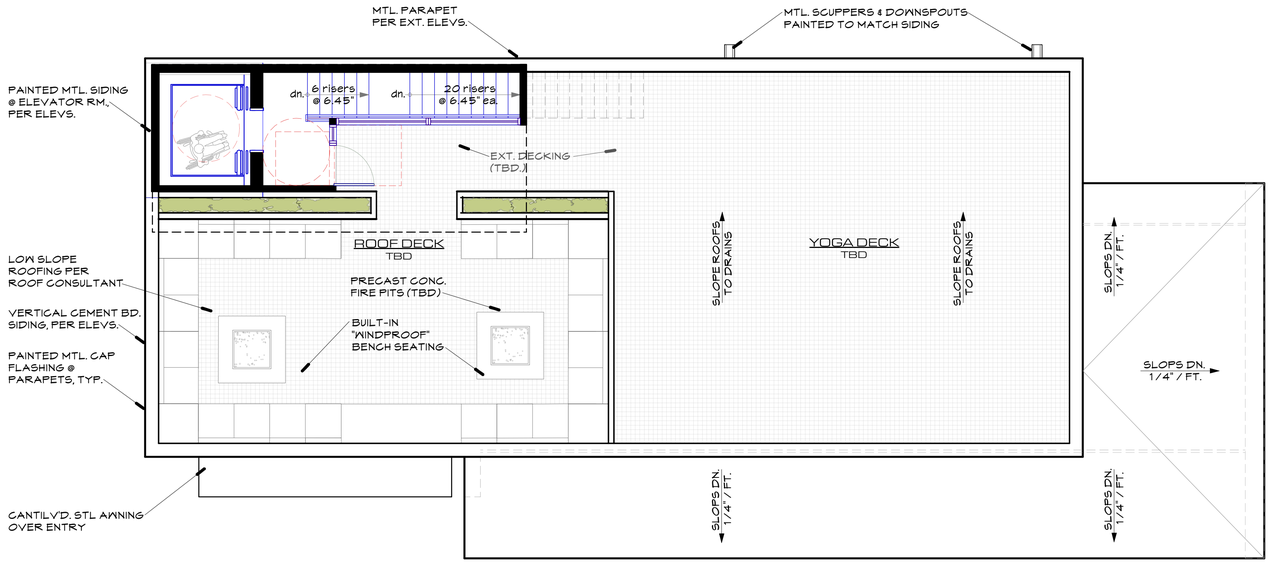
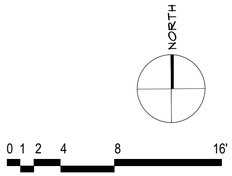
TITLE: LOWER FLOOR PLAN
community clubhouse

PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID A-4.2
REV 0



ROOF PLAN
clubhouse



REVISIONS

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			MDT

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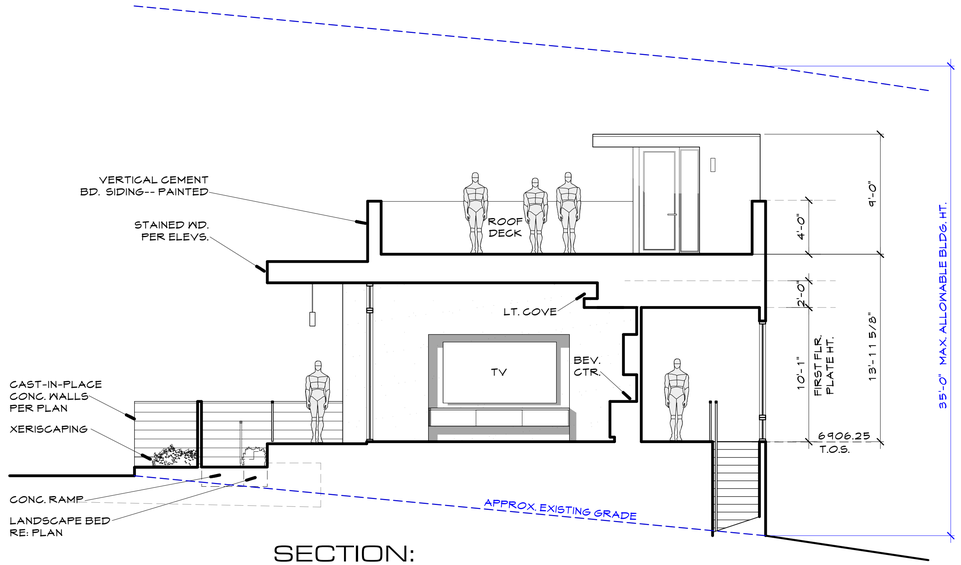
COCONINO COUNTY, ARIZONA

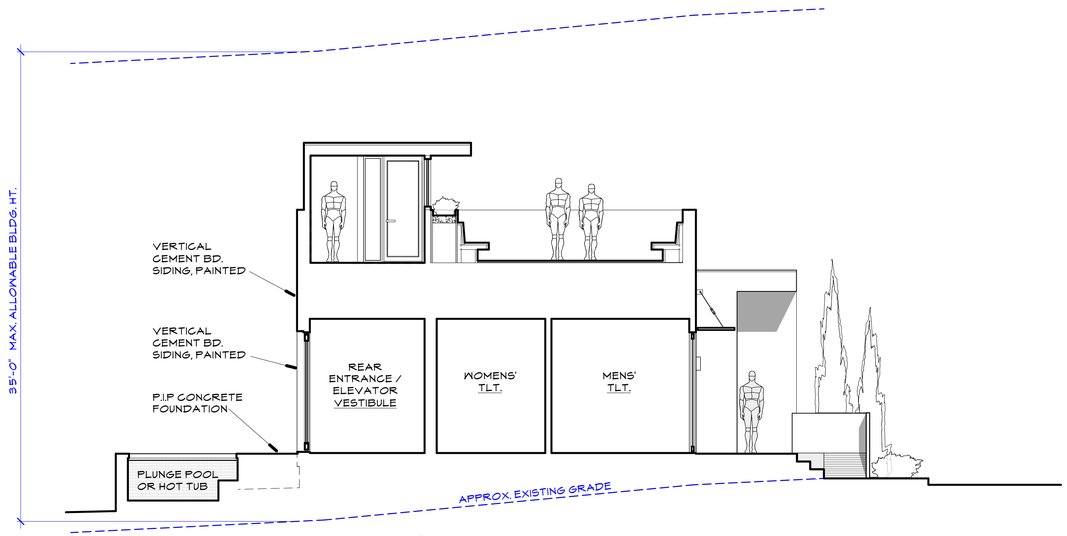
APPLICANT: RODG DT FLAGSTAFF PROP CO LLC
2121 E. 6TH STREET, SUITE 203, AUSTIN, TEXAS 78702

TITLE: ROOF PLAN
community clubhouse

PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID A-4.3
REV 0



SECTION:
thru entry ramp & media room
clubhouse



SECTION: thru entry
clubhouse

0 1 2 4 8 16'

REVISIONS

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COCONINO COUNTY, ARIZONA

APPLICANT: **RODG DT FLAGSTAFF PROP CO LLC**
2121 E. 6TH STREET, SUITE 203, AUSTIN, TEXAS 78702

TITLE: **BUILDING SECTIONS**
community clubhouse

PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID A-4.4
REV 0

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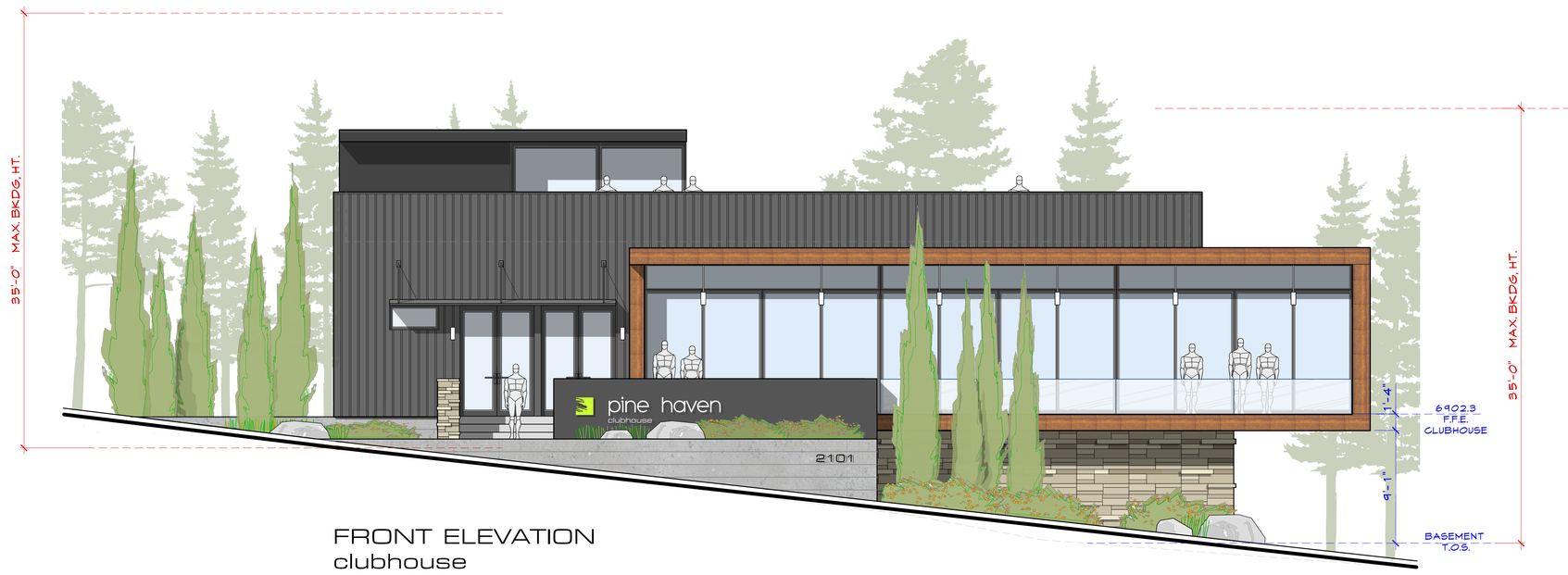
RIGHT ELEVATION
clubhouse



FRONT ELEVATION
clubhouse

0 1 2 4 8 16'

REVISIONS

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			MDT

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COCONINO COUNTY, ARIZONA

APPLICANT: RODG DT FLAGSTAFF PROP CO LLC
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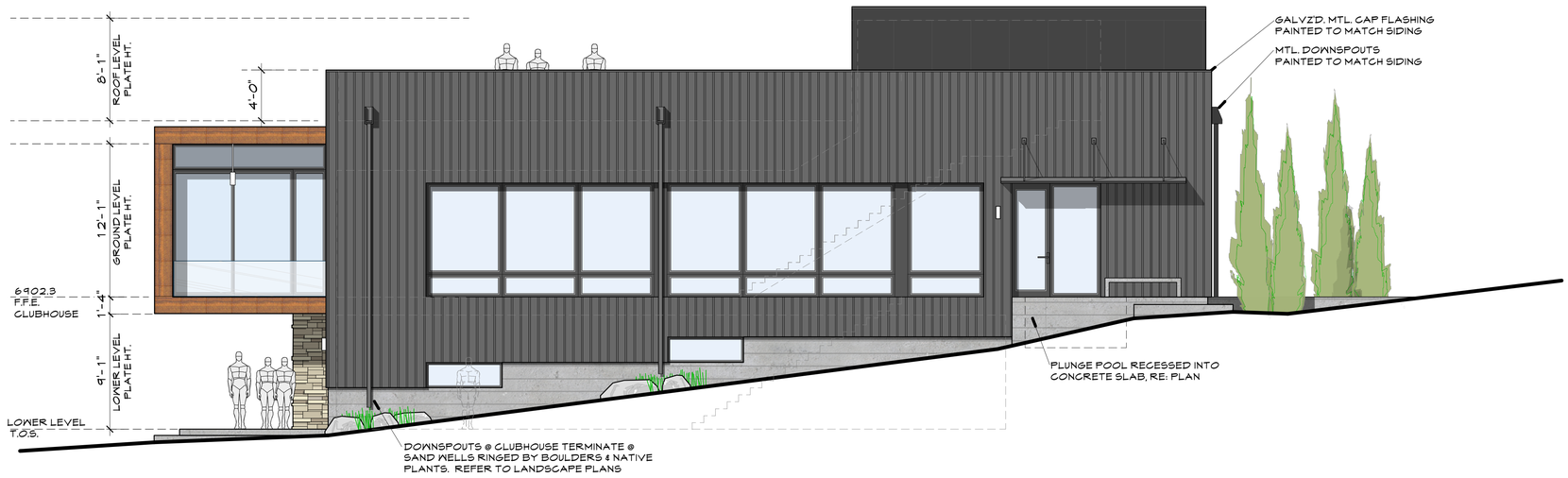
TITLE: EXTERIOR ELEVATIONS
community clubhouse

PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID A-4.5
REV 0



LEFT ELEVATION
clubhouse



REAR ELEVATION
clubhouse

0 1 2 4 8 16'

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2951 S. MASONIC LANE
COCONINO COUNTY, ARIZONA

APPLICANT: RODG DT FLAGSTAFF PROP CO LLC
2121 E. 6TH STREET, SUITE 203, AUSTIN, TEXAS 78702

TITLE: EXTERIOR ELEVATIONS
community clubhouse

PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID A-4.6
REV 0

EXTERIOR PAINT COLORS

SIDING, FASCIA, SOFFITS:
painted Kelly Moore "Hazel's Coat"
(KM3928-5]

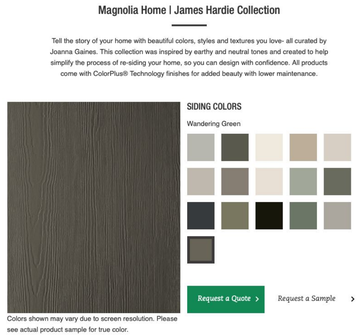


RGB: 85 79 71 **HEX:** #554F47
LRV: 8.03%

RAILINGS:
painted Kelly Moore "Portland Whitbed"
(KM3922-2]

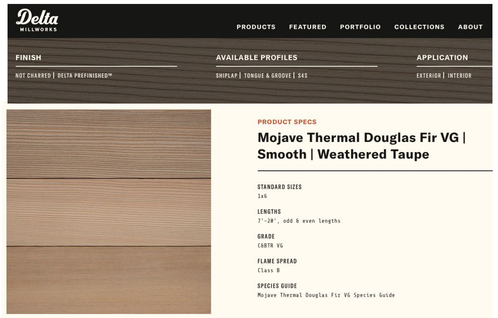
RGB: 213 209 202 **HEX:** #D5D1CA
LRV: 63.99%

SIDING cement board "hardie" siding:
(vertical panels= textured / battens & trim=smooth



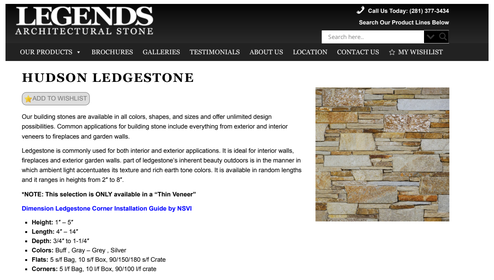
Colors shown may vary due to screen resolution. Please see actual product sample for true color.

WOOD PANELLING
(thermally modified wood)



STONE





ROOFING
[standing seam, mtl, w/ knar finish]

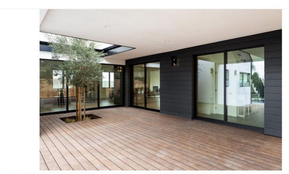




Chart of SRI Values

Berridge Colors	Solar Reflectance	Emissivity	SRI
Aged Bronze	.31	.85	31
Almond	.65	.86	77
Bristol Blue	.33	.85	33
Buckskin	.43	.83	46
Burgundy	.32	.84	32
Charcoal Grey	.29	.84	28
Cityscape	.48	.85	54
Colonial Red	.35	.83	35
Copper Brown	.32	.85	32
Dark Bronze	.28	.85	27
Deep Red	.41	.84	44
Evergreen	.30	.83	29

WINDOWS (matrial: aluminum, color: black)



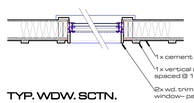
Classic Line

Western Window Systems' Classic Line of aluminum moving glass walls and windows combines exceptional capability with ease of use and versatility. With a narrow profile, stainless-steel rolling hardware, and standard or thermally broken aluminum for energy performance, no wonder it's been the choice of builders for over two decades.

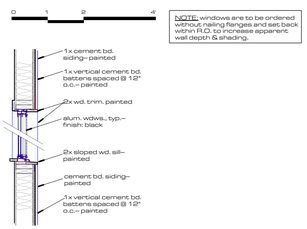
Architectural Details How They're Made







TYP. WDW. SCTN.
plan view @ cement bd. siding



TYP. WDW. SCTN.
thru head & sill @ cement bd. siding

RETAINING WALLS
(board-form concrete, natural finish)



DECKS
(Trex composite, color: "Clamshell")

Clam Shell

Clam Shell is an easy-to-match shade of medium grey, featuring a low-maintenance, wood-like grain pattern.
Read More

12 Inch Composite Deck Board Sample **$5.00**

Order a Sample

Naturals



Basics





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SCALE: N.A.
DWN BY: M LIND
CHK BY:

PROJECT: PINEHAVEN
RESIDENTIAL LAND DEVELOPMENT
2951 S. MASONIC LANE
COCONINO COUNTY, ARIZONA

APPLICANT: RODG DT FLAGSTAFF PROP CO LLC
2121 E. 6TH STREET, SUITE 203, AUSTIN, TEXAS 78702

TITLE: MATERIAL SELECTIONS & EXT. FINISHES
pine haven project

PROJECT NO. 22004
DATE MAY 30, 2023
SHEET ID A-5.0
REV 0

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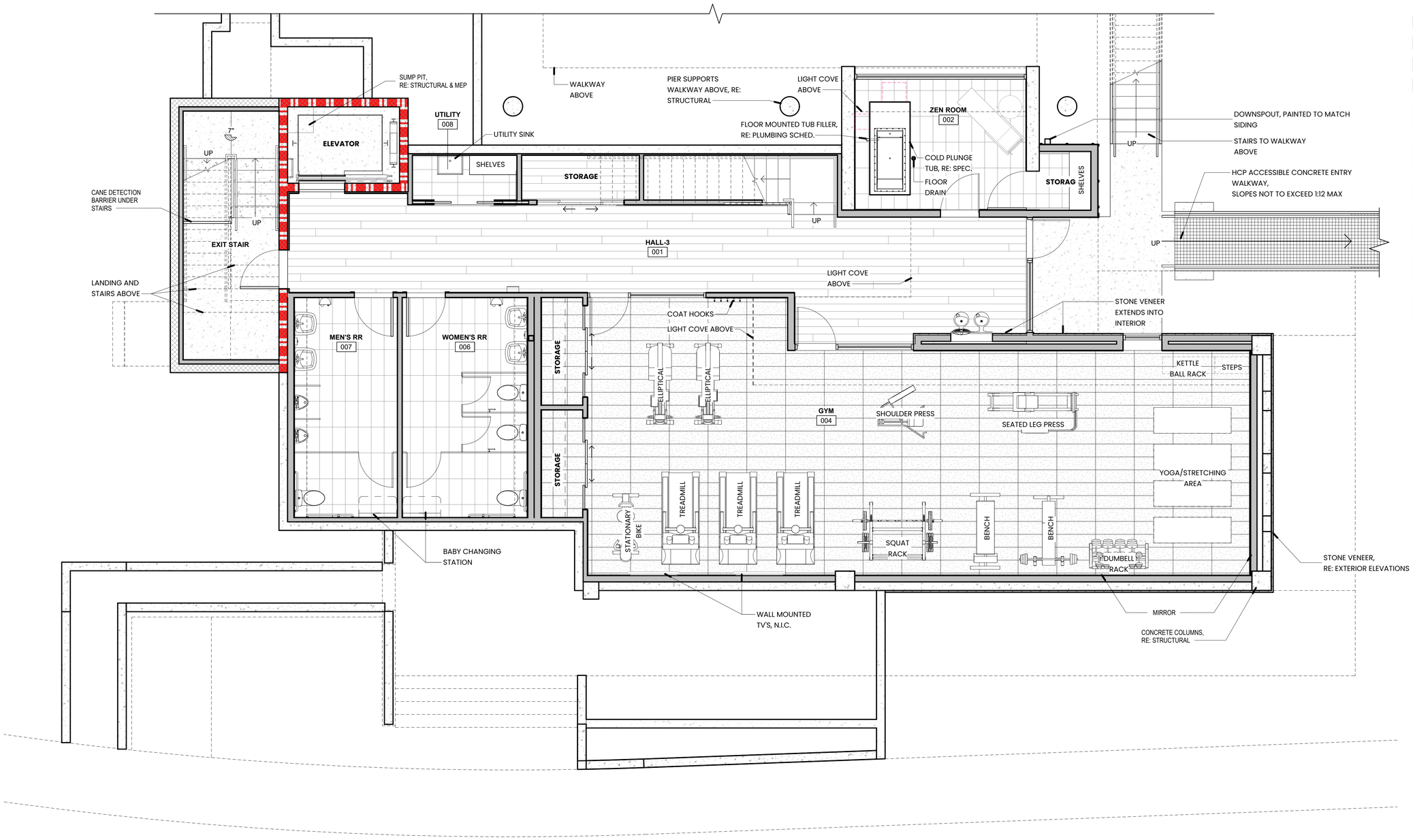

PROJECT NORTH

1 LOWER LEVEL
1/4" = 1'-0"
0 2 4 8

PLAN LEGEND

- NEW CONSTRUCTION 1 HR FIRE RATED WALL
- CMU WALL
- CONCRETE WALL
- WOOD FLOORING
- WOOD DECKING
- CONCRETE FLOORING
- TILE FLOORING
- CORK FLOORING
- GRAVEL

FLOOR PLAN NOTES

1. ALL DIMENSIONS & GRID LINES ARE TO FACE OF STUD, U.N.O.

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Revisions

No.	Date	Description

Project

PINE HAVEN

2951 S MASONIC LN
FLAGSTAFF, AZ 86005

Project No. **22004**

Date **2025-07-31**

CLUBHOUSE

FLOOR PLAN - LOWER LEVEL

Sheet No.

A1.1

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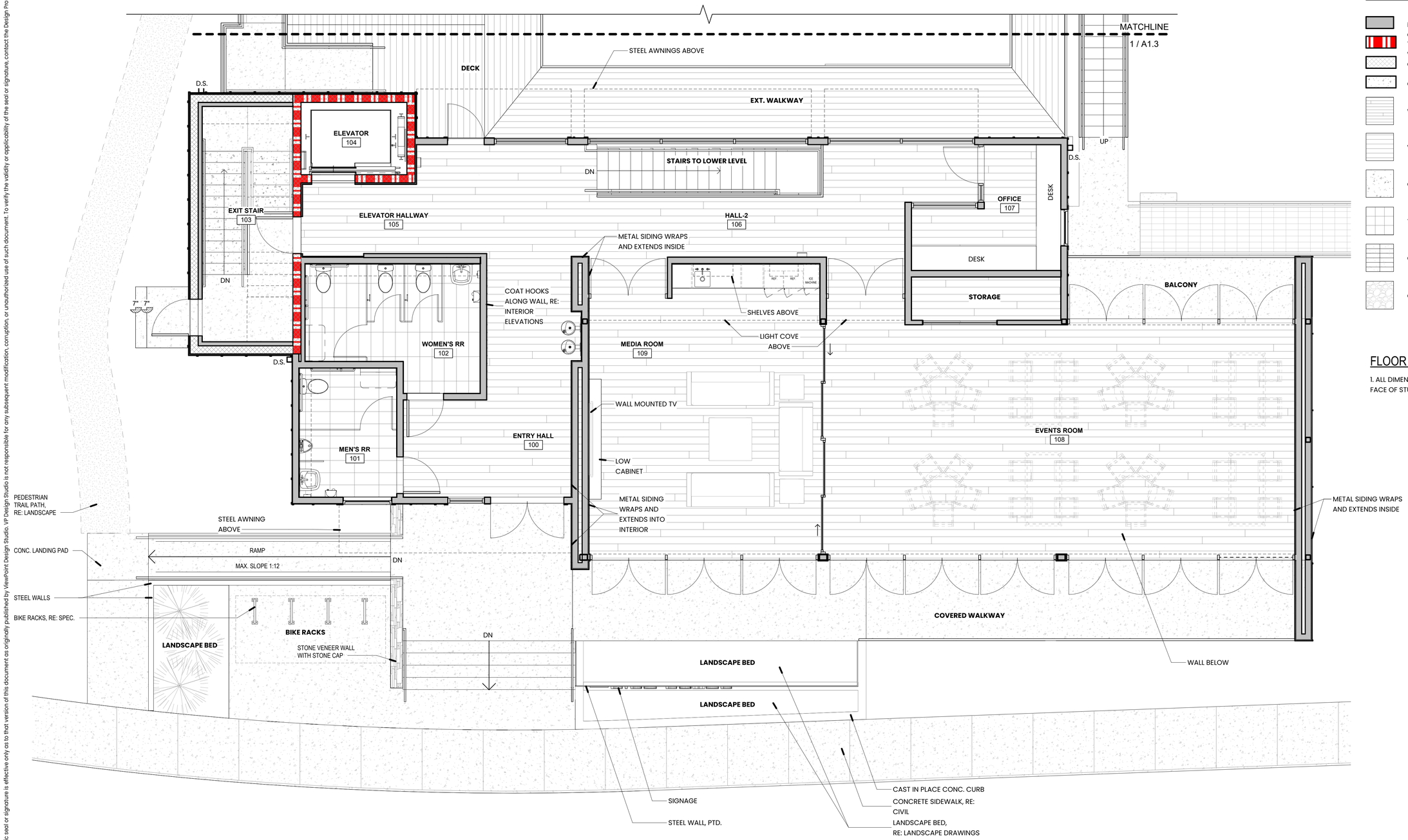

PROJECT NORTH

1 FLOOR PLAN - LEVEL 1

1/4" = 1'-0"

0 2 4 8

PLAN LEGEND

- NEW CONSTRUCTION 1 HR FIRE RATED WALL
- CMU WALL
- CONCRETE WALL
- WOOD FLOORING
- WOOD DECKING
- CONCRETE FLOORING
- TILE FLOORING
- CORK FLOORING
- GRAVEL

FLOOR PLAN NOTES

1. ALL DIMENSIONS & GRID LINES ARE TO FACE OF STUD, U.N.O.

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PINE HAVEN

2951 S MASONIC LN
FLAGSTAFF, AZ 86005

Project No. **22004**

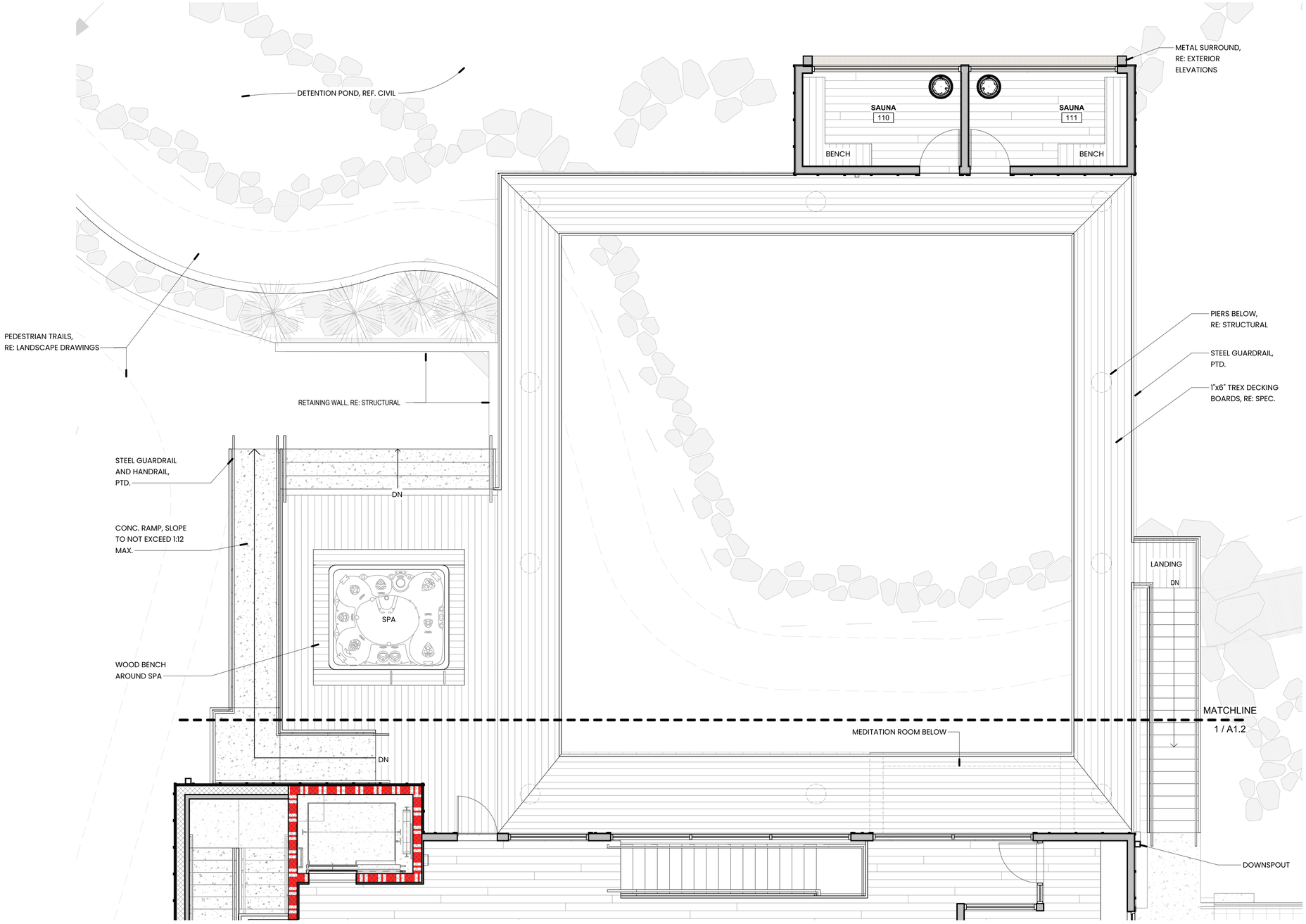
Date **2025-07-31**

CLUBHOUSE

FLOOR PLAN - LEVEL 1

Sheet No.

A1.2



PROJECT NORTH

1 FLOOR PLAN - LEVEL 1 - WALKWAY & SAUNAS

1/4" = 1'-0"

0 2 4 8

PLAN LEGEND

- NEW CONSTRUCTION
- 1 HR FIRE RATED WALL
- CMU WALL
- CONCRETE WALL
- WOOD FLOORING
- WOOD DECKING
- CONCRETE FLOORING
- TILE FLOORING
- CORK FLOORING
- GRAVEL

FLOOR PLAN NOTES

1. ALL DIMENSIONS & GRID LINES ARE TO FACE OF STUD, U.N.O.

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FLAGSTAFF, AZ 86005

Project No. **22004**

Date **2025-07-31**

CLUBHOUSE

FLOOR PLAN - LEVEL 1 - WALKWAY & SAUNAS

Sheet No.

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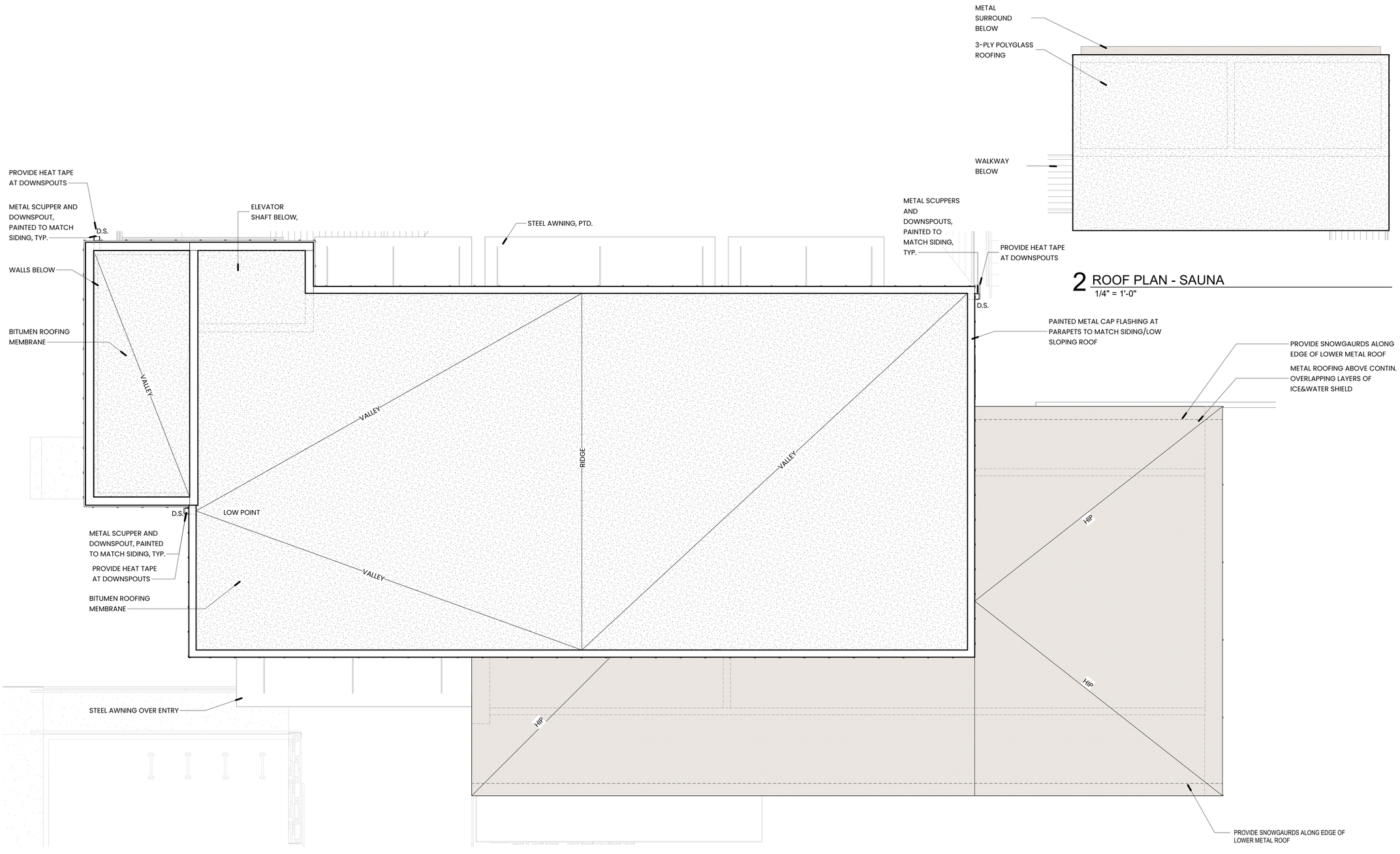

2 ROOF PLAN - SAUNA

1/4" = 1'-0"

PROJECT NORTH

1 ROOF PLAN - CLUBHOUSE

1/4" = 1'-0" 0 2 4 8

PLAN LEGEND

- WALLS BELOW
- METAL ROOFING
- POLYGLASS, BITUMEN ROOF MEMBRANE
- WOOD FLOORING
- WOOD DECKING
- WOOD TILE FLOORING
- CONCRETE FLOORING
- STANDING SEAM ROOF

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CLUBHOUSE

ROOF PLANS

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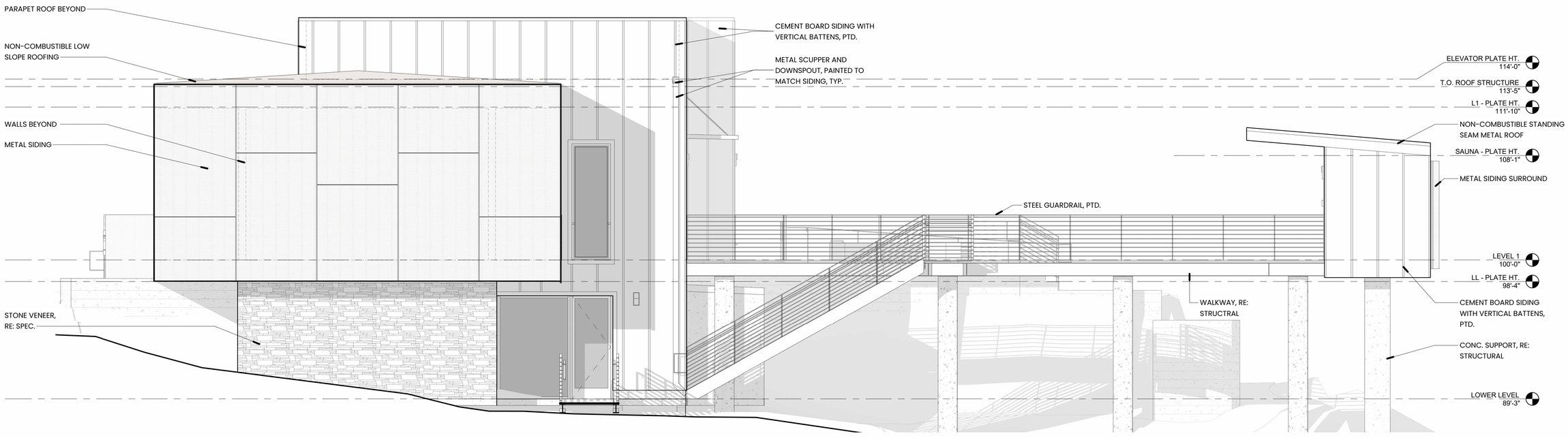
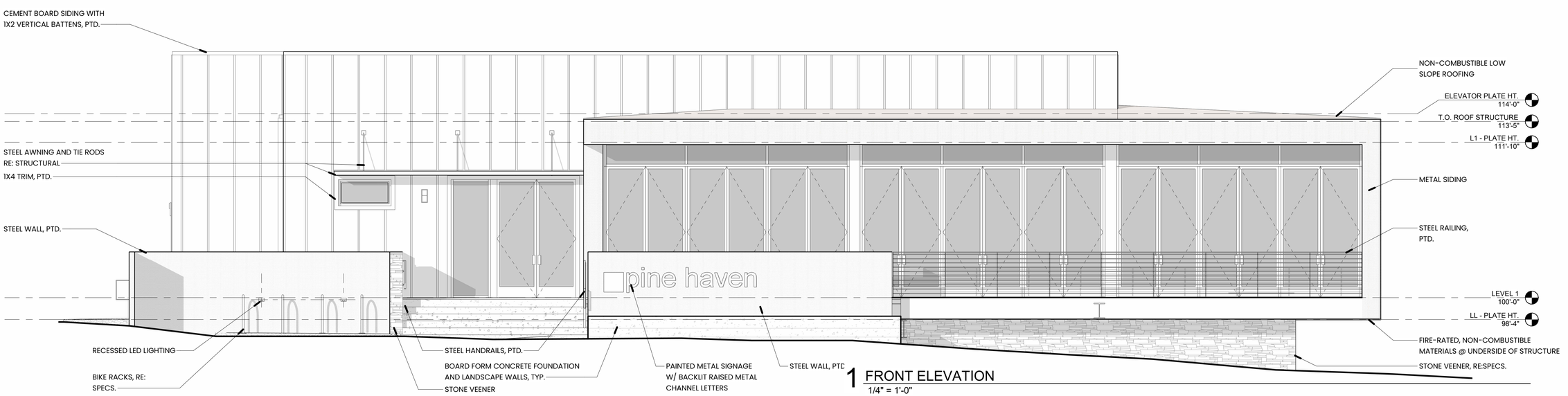


2 RIGHT ELEVATION
1/4" = 1'-0"



1 FRONT ELEVATION
1/4" = 1'-0"

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CLUBHOUSE

EXTERIOR ELEVATIONS

Sheet No.

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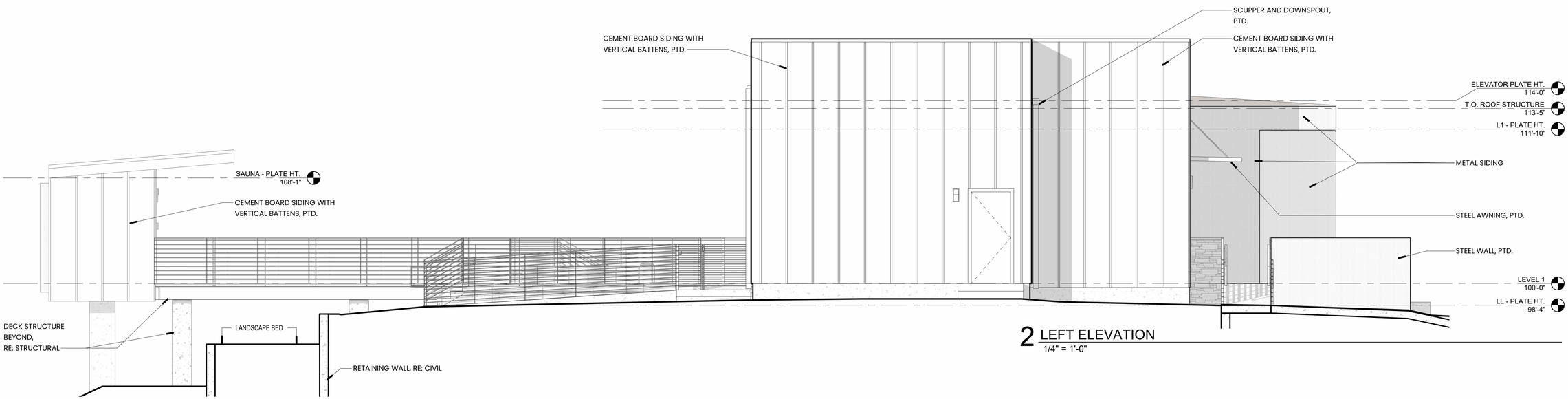
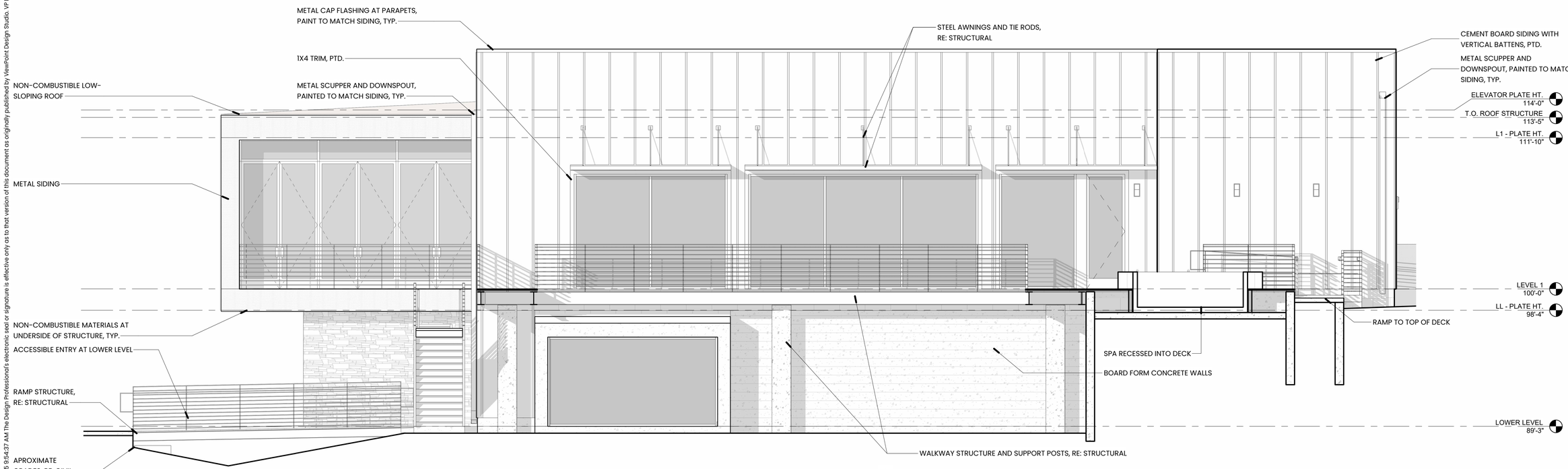


2 LEFT ELEVATION
1/4" = 1'-0"



1 REAR ELEVATION
1/4" = 1'-0"

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EXTERIOR ELEVATIONS

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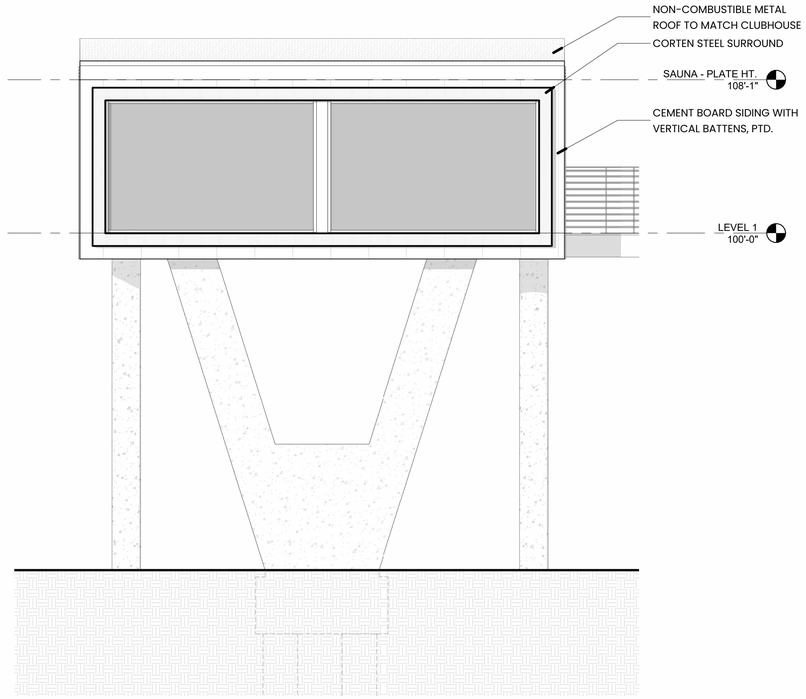
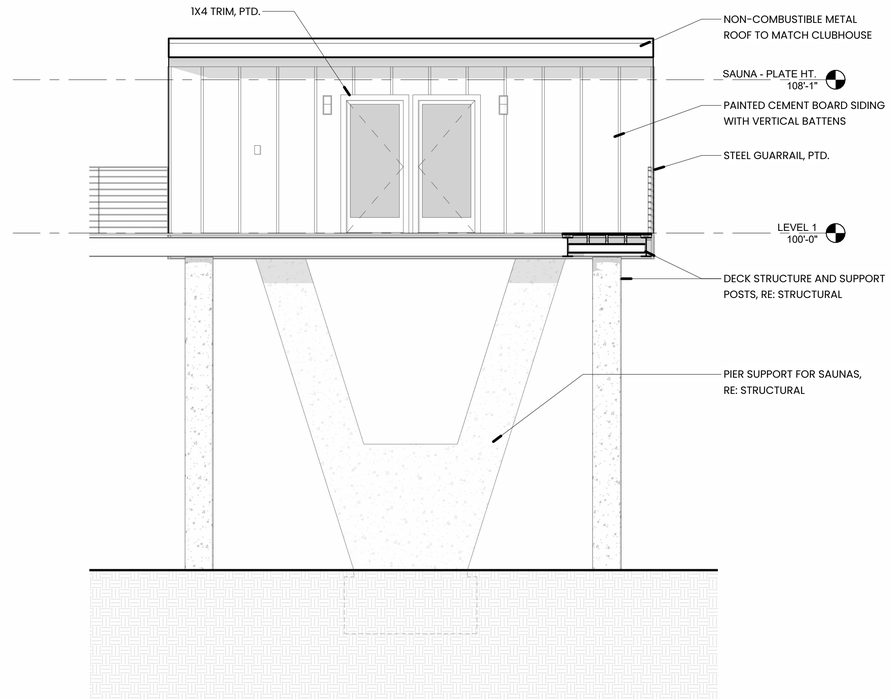


2 REAR ELEVATION - SAUNA
1/4" = 1'-0"



1 FRONT ELEVATION - SAUNA
1/4" = 1'-0"

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CLUBHOUSE

EXTERIOR ELEVATIONS

Sheet No.

A2.2



Pinehaven

PZ-22-00109-04

Direct to Ordinance
Zoning Map Amendment

Ben Mejia, AICP
Senior Planner

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

Area Context Map





North: Vacant parcel, (PF and SC)
East: College/University, (PF)
South: Single-family subdivision (MR); Vacant parcel (HR)
West: Vacant parcel, zoned (PF)

Existing:
RR and SC Zones within RPO
Vacant 13.82-acre parcel providing access to Pinnacle Pines via Masonic Lane access easement

Proposed:
MR Zone within RPO
83 residential units

Proposed Density

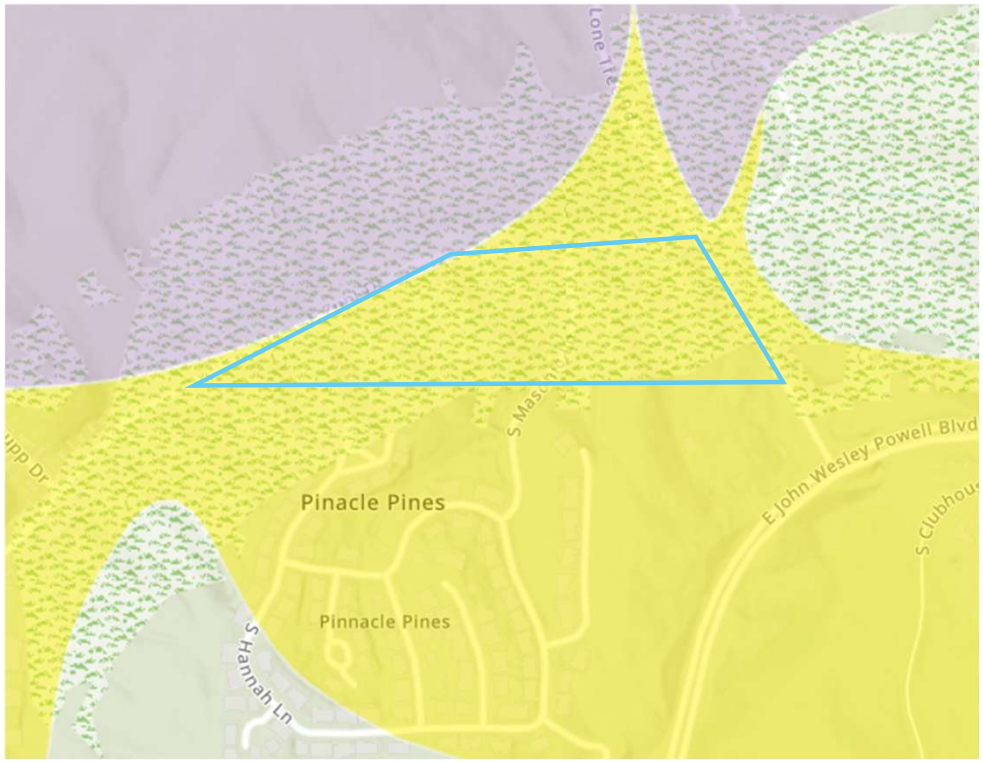
MR Zone

6-9 units/acre in RPO outside Activity Center

Regional Plan

Existing Suburban Neighborhood

2-13 units/acre



Regional Plan Future Land Use Map identifies site as existing Suburban Neighborhood

Proposal includes 83 units

13.82 acres x 6 units/acre = 82.92 units

The proposed 83 units is within the allowable density of the MR zone and the Suburban Neighborhood area type

Affordable Housing Incentives

- Provides a financial contribution to the City's Affordable Housing Fund totaling $1,802,413.83.
- Contribution is in lieu of constructing 10 Category 1 affordable units at 12% of the total unit count.
- Allows applicant to use three incentives, one incentive being used: Forest Resource Protection reduction of 35%

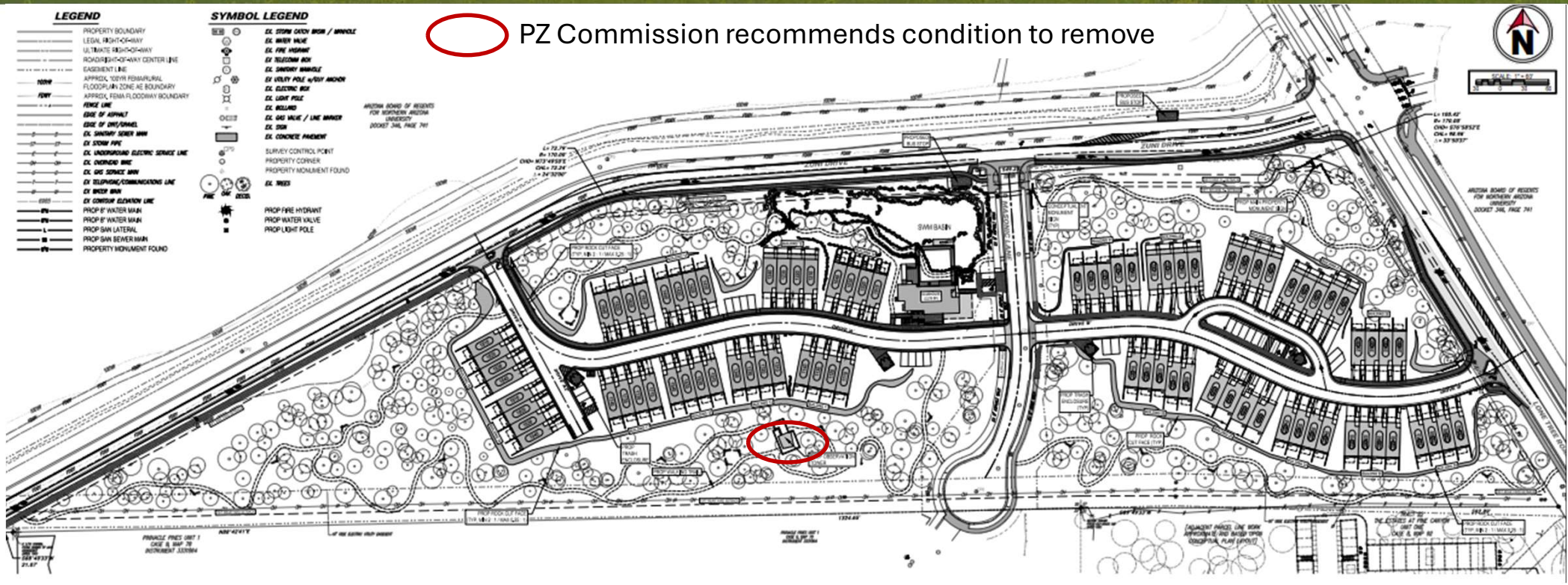
Category 1: serves up to 80% of the area median income (AMI), and it provides permanent affordability through both rental and ownership opportunities.

10-30.20.030:

D. In limited circumstances, where the applicant is unable to construct affordable housing, the City may permit the applicant to use incentives and provide a comparable land or financial donation in order to provide affordable housing in other locations. Opting to put forth a financial contribution must not be an incentive unto itself; it should accurately reflect the cost of land and development for affordable housing.

Site Design

PZ Commission recommends condition to remove



MR Zone Minimum Setbacks
Front: 10’, 15’ above second story
Side: 5’
Rear: 15’

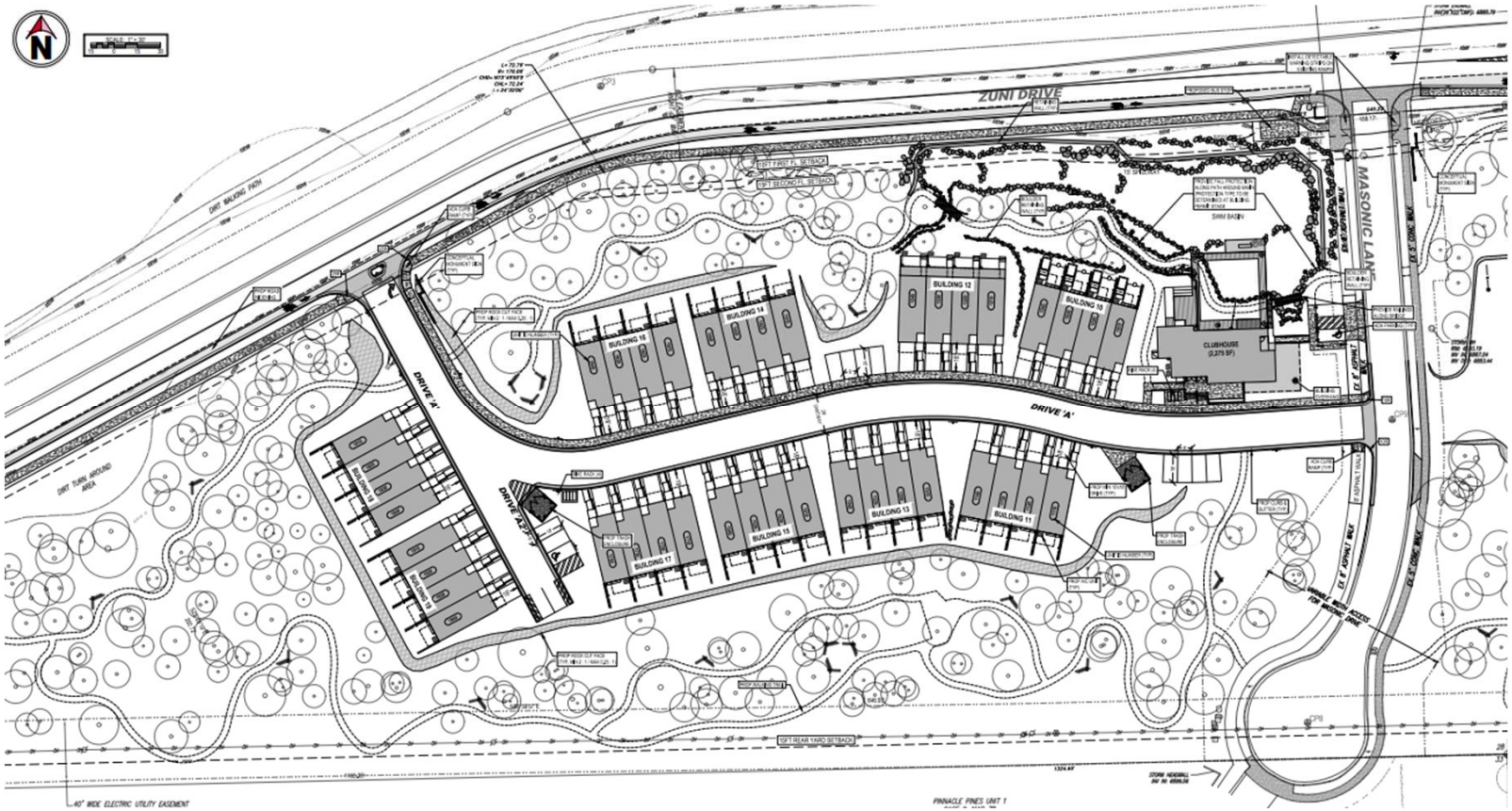
Unit Mix

Unit Type	Unit Count
Two Bedroom	9
Three Bedroom	72
Four Bedroom	2

Common Space: 15% Lot Area Required, Provided in Resource areas
Civic Space: 5% Lot Area Required, 6.7% Provided

Parking
Required: 188 spaces
Provided: 189 spaces
Bicycle Parking
Required: 9 Provided: 12

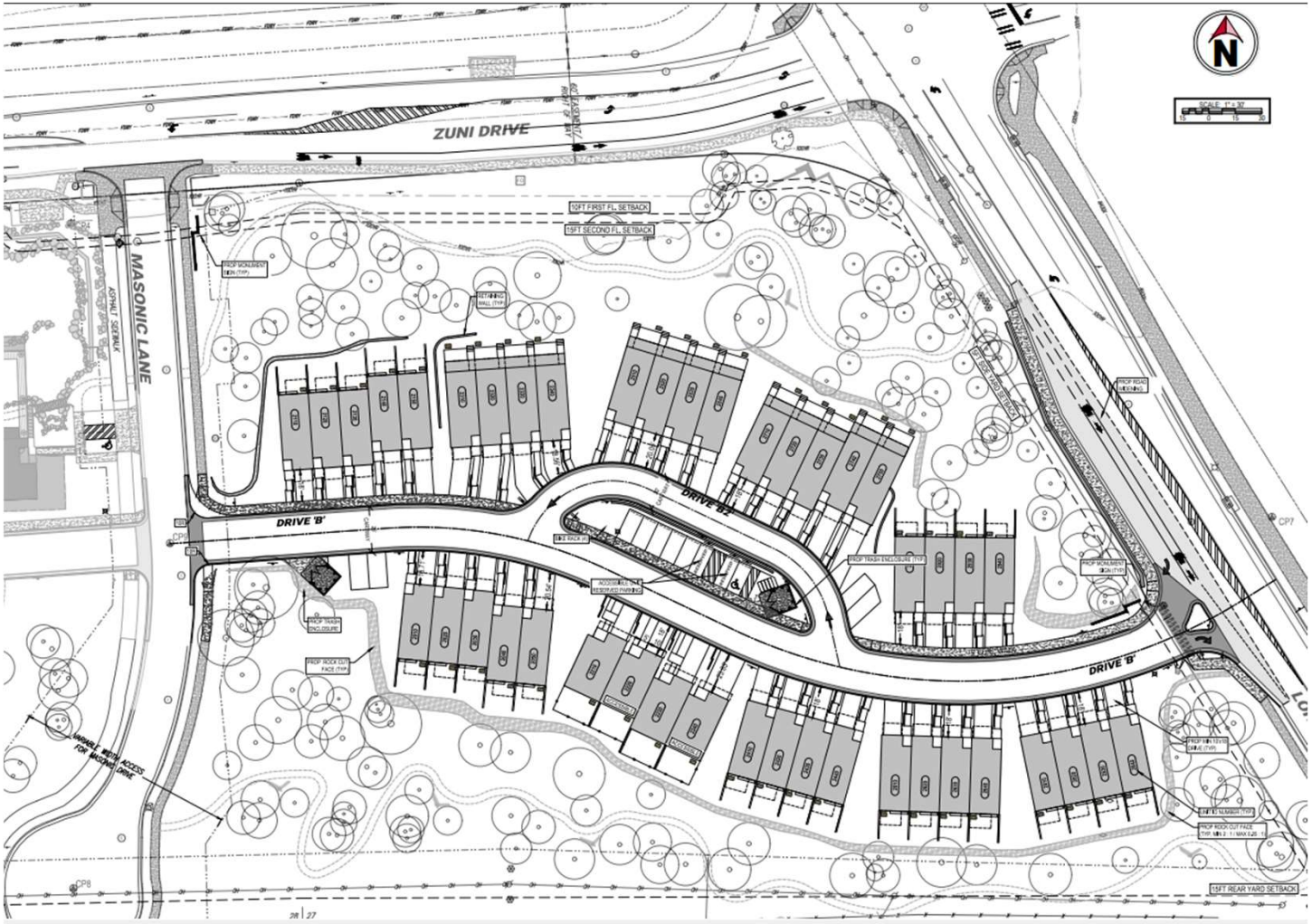
Site Design



Phase 1 –
West of Masonic Lane

- 40 residential units, clubhouse
- East-west Drive connecting Zuni to Masonic Lane
- Sidewalk on northside of Drive
- New bike Lane and sidewalk along Zuni frontage, 2 bus stops
- Detention Basin

Site Design



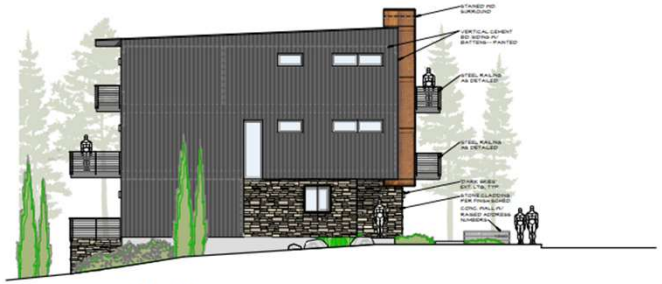
Phase 2 –
East of Masonic Lane

- 43 residential units
- East-west Drive connecting Lone Tree to Masonic Lane
- Sidewalk on northside of Drive
- Right turn lane in from S Lone Tree, reconstruction of 6’ sidewalk, and new 5’ parkway

Building Design



FRONT ELEVATION (typical)
unit "A"



LEFT SIDE ELEV. (@ end condition)
unit "A"

Unit “A”



FRONT ELEVATION (typical)
"A-2" w/ lower level

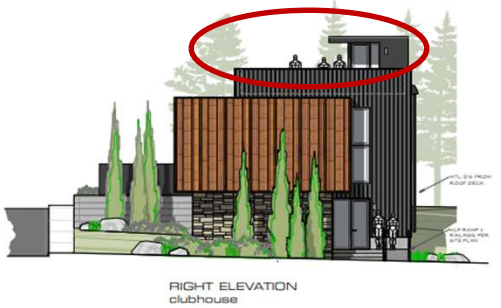


SIDE ELEVATION
"A-2" unit # 2510

Unit “A-2”

Building Design





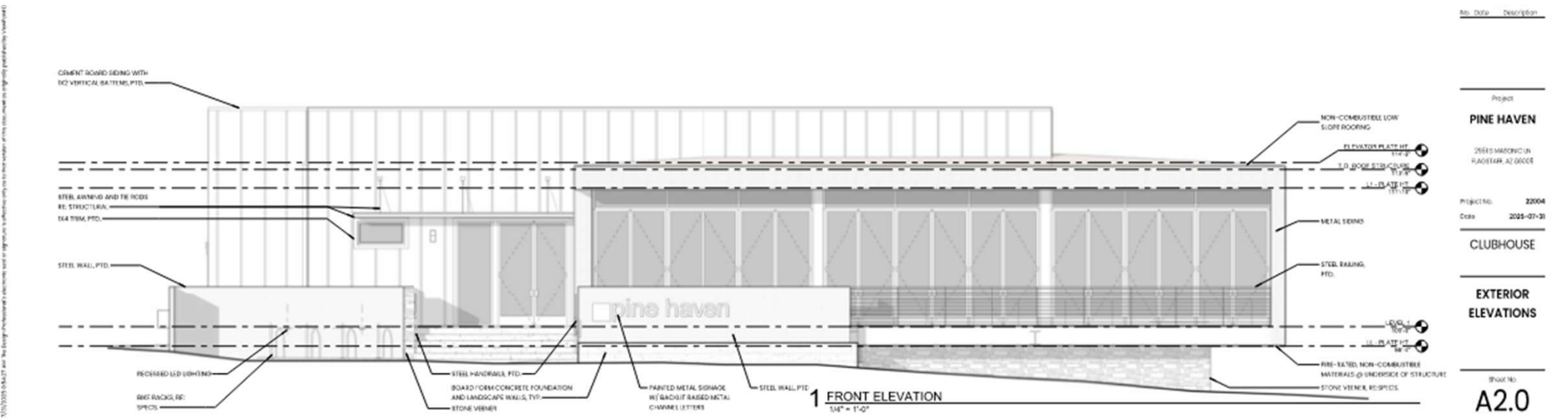


Unit "B"

Clubhouse

PZ Commission recommends condition to remove

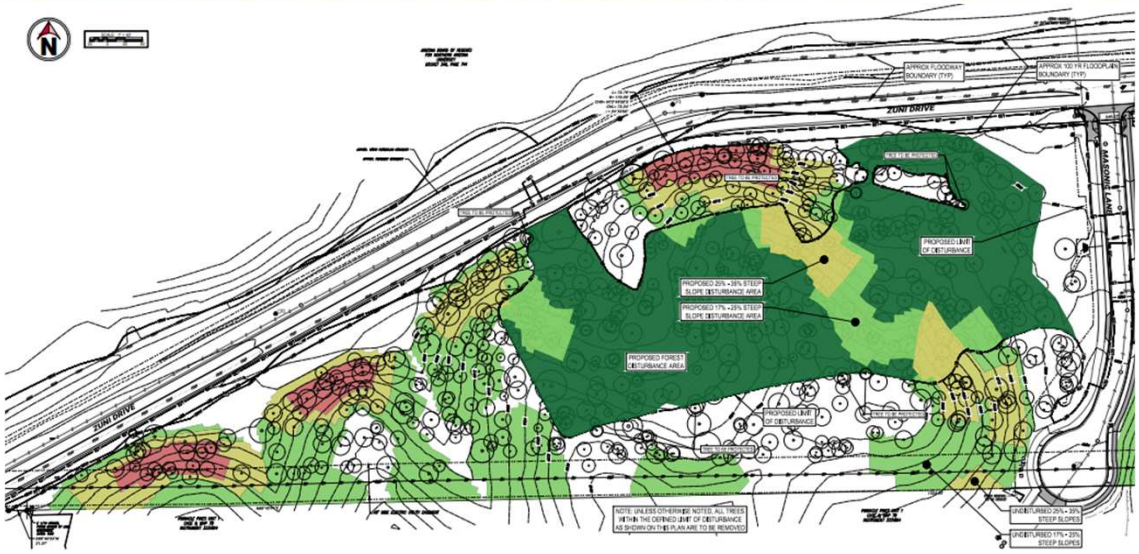
Building Design



Clubhouse: rooftop deck removed

PZ Commission recommends condition to remove rooftop deck

Resource Protection





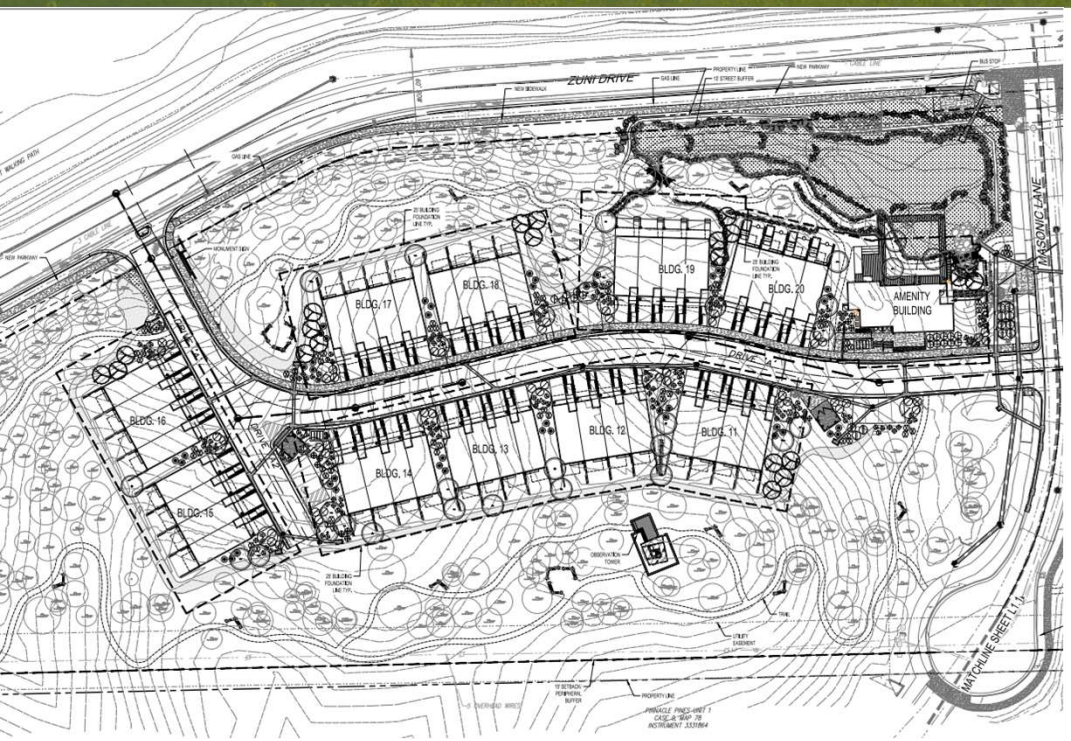
Forest Preservation

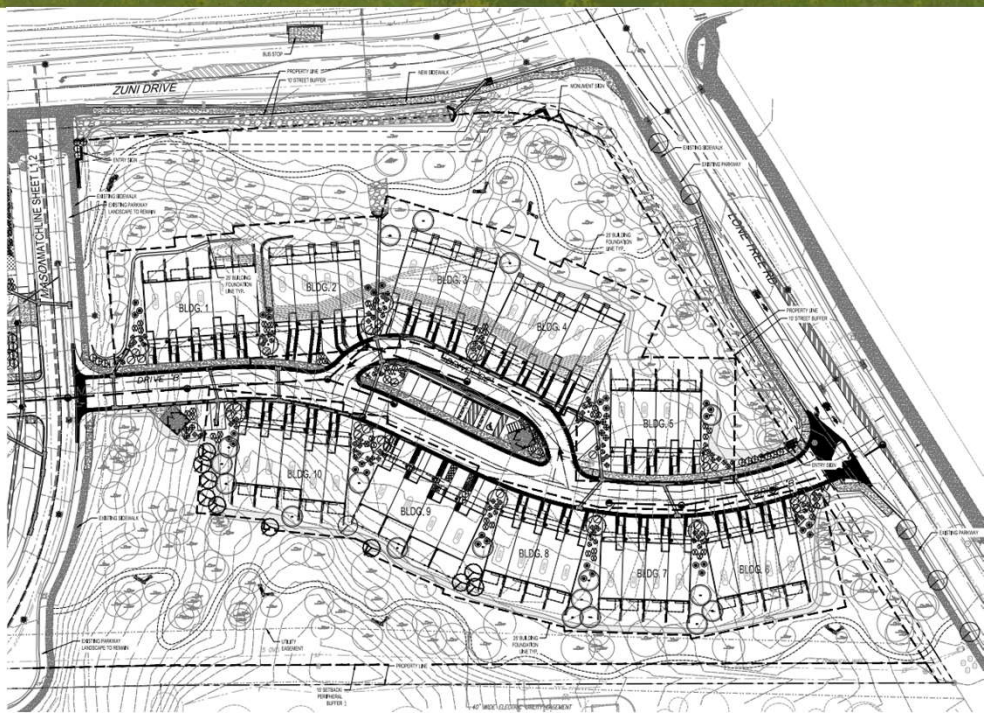
Residential Requirement	50%
Affordable Housing Reduction	35%
Required	32.5%
Proposed	33.6%

Slope Preservation

Slope Category	Required	Proposed
>35%	100%	100%
25-34.99%	80%	82.3%
17%-24.99%	70%	74.3%

Preliminary Landscape Plan





Preliminary Landscape Plan meets landscaping standards
DA commits to meaningful amount of pollinator-friendly landscaping

Public Systems Impact Analysis

Traffic/Right of Way Impact

- Study based on the original proposal of 87 residential units and estimated peak hour trips of 48 vehicles/hour in the a.m. and 56 vehicles/hour in the p.m.

Stormwater

- DIA performed to study existing and proposed conditions. Results of the impact analysis show the proposed stormwater system has the capacity to mitigate and improve upon pre-development conditions based on analysis of 2-year, 10-year, and 100-year storm events.

Water/Wastewater

- WSIA completed March 10, 2023 .
- New 8” water mains will be extended and looped on both sides of Masonic Lane in the PUE to provide water service to each unit. The water mains will have two fire hydrants and individual meters for each of the units.
- New 8” sewer mains will extend on both sides of Masonic Lane inside the PUE to provide sewer collection to each unit.

Citizen Participation

Neighborhood Meetings

- Applicant held two neighborhood meetings on October 17, 2024 and November 21, 2024
- Per sign-in sheet 17 attended first meeting, 10 attended second meeting
- Concerns included traffic, parking, impacts to the natural environment, fractional ownership, and short-term rentals.
- In response to neighbor participation, the applicants removed fractional ownership from their proposal. The applicant has included in their development agreement a restriction that prohibits leases under 30 days.

Planning and Zoning Commission Meeting

- Commission meeting held on July 23, 2025
- Applicant stated that they had made changes to the site plan to address neighbor concerns about rooftop deck and observation structure.
- Commission added the following recommendations:
  1. The site plan shall be revised to remove the rooftop deck from the amenity building.
  2. The site plan shall be revised to remove the observation deck.
  3. A restriction shall be placed to prohibit fractional sales.

Development Agreement

The primary purpose of this agreement is to set out roles and responsibilities in regard to the following (not limited to):

- Developer obligations for public improvements to rights-of-way
- Development Phasing
- Restrictions on short-term rentals, no leases under 30 days
- Administration of the Affordable Housing Fund contribution payments
- Commitments to sustainability initiatives
  - 100% electric units
  - Two EV charging stations on-site, hookups for each unit
  - Bus pass program for first-year owners, applicant also promotes use of Ecopass for Educators program
  - Bike Share Program
  - Pollinator-Friendly Landscaping

Findings for Zoning Map Amendment

Findings:

1. The proposed amendment is consistent with and conforms to the goals of the General Plan and any applicable specific plans;
2. The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City and will add to the public good as described in the General Plan; and
3. The affected site is physically suitable in terms of design, location, shape, size, operating characteristics and the provision of public and emergency vehicle (e.g., fire and medical) access and public services and utilities (e.g., fire protection, police protection, potable water, schools, solid waste collection and disposal, storm drainage, wastewater collection, treatment, and disposal), to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

Findings

Finding #1: Conformance with the General Plan

Conforms with Existing Suburban Neighborhood Area Type

Environmental Planning & Conservation

E&C.10.5. “Support the development of watchable wildlife recreation opportunities.”

Open Space

OS.1.4. “Use open space as opportunities for non-motorized connectivity, to interact with nature, and to enjoy the views and quiet.”

- Natural resource areas along periphery of site with public-access trail

Water Resources

WR.4.3. “Development requiring public utility services will be located within the Urban Growth Boundary”

Energy

E.2.1. “Promote renewable energy sources that reduce demand upon fossil fuels and other forms of generation that produce waste.”

E.1.13. “Promote and encourage the use of fuel-efficient vehicles that use renewable fuels.”

- 100% electric units, bike share program, bus pass program, two EV charging units on-site, EV hookups in all residential units

Findings

Finding #1: Conformance with the General Plan

Community Character

CC.3.2. “Maintain and enhance existing buildings and blend well-designed new buildings into existing neighborhoods.”

- Project uses townhome-style units, building massing is compatible with adjacent development

Growth Areas & Land Use

LU.5.1. “Encourage development patterns within the designated growth boundaries to sustain efficient infrastructure projects and maintenance.”

LU.5.2. “Promote infill development over peripheral expansion to conserve environmental resources, spur economic investments, and reduce the cost of providing infrastructure and services.”

Transportation

T.1.6. “Provide and promote strategies that increase alternate modes of travel and demand for vehicular travel to reduce peak period traffic”

Neighborhoods, Housing, and Urban Conservation

NH.3.5. “Encourage and incentivize affordable housing”

NH.5.2. “Provide adequate resources for individuals experiencing homelessness”

Findings

Finding #2: Community Benefits and Public Good

- The developer will provide improvements along E Zuni Drive and S Lone Tree Road, including new or improved sidewalk, parkway, and a bike lane.
- The developer will provide two bus stops serving both directions along E Zuni Drive.
- The developer will contribute to the City of Flagstaff Affordable Housing fund commensurate with 10 Category 1 affordable units or 12% total number of units at a total contribution of $1,802,413.83.

Findings

Finding #3: Site is Physically Suitable

Meets applicable codes and requirements

- Site Plan was approved on May 9, 2024, subject to Direct to Ordinance Zoning Map Amendment

Mitigates any impacts determined by impact analyses

- Traffic Impact Analysis (TIA) completed
- Water and Sewer Impact Analysis (WSIA) completed
- Drainage Impact Analysis (DIA) completed
- Off-site improvements required: Bike lane, sidewalk, right-turn lane from Lone Tree

Recommendation

The Planning and Zoning Commission recommends the City Council approve the zoning map amendment request in accordance with the findings in the staff report and subject to the following conditions:

1. The subject property must be developed in accordance with the approved site plan and the conditions of approval dated May 9, 2024. Modifications (other than minor modifications) to the approved site plan will require an amendment to this Direct to Ordinance Zoning Map Amendment request.
2. The site plan shall be revised to remove the rooftop deck from the amenity building.
3. The site plan shall be revised to remove the observation deck.
4. A restriction shall be placed to prohibit fractional sales.
5. All other requirements of the Zoning Code and other City codes, ordinances, and regulations, shall be met by the proposed development.
6. All terms, conditions, and restrictions detailed within the “Pinehaven Development Agreement” must be fully satisfied.
7. In the event the property is rezoned and the Developer fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert to the former classification of Rural Residential (RR) and Suburban Commercial (SC) in accordance with A.R.S. § 9-462.01.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Erin Young, Water Services Section Director - Water Resource Management

Co-Submitter: Rick Tadder, Management Services Director

Co-Submitter: Lee Williams

Date: 08/21/2025

Meeting Date: 08/26/2025

TITLE:

***Consideration and Adoption of Ordinance No. 2025-18:** An Ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code Title 7, Health and Sanitation, Chapter 7-03 City Water System Regulations of the City of Flagstaff City Code by amending Section 87-03-001-0011 Water Main Capacity Charges.

STAFF RECOMMENDED ACTION:

At the August 26, 2025 Council Meeting:
1) Hold the Public Hearing
2) Read Ordinance No. 2025-18 by title only for the first time
3) City Clerk reads Ordinance No. 2025-18 by title only (if approved above)

At the September 2, 2025 Council Meeting:
3) Read Ordinance No. 2025-18 by title only for the final time
4) City Clerk reads Ordinance No. 2025-18 by title only (if approved above)
5) Adopt Ordinance No. 2025-18

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.

City Council adopted a Notice of Intention to increase fees on June 3, 2025 pursuant to Arizona Revised Statutes Section 9-511.01. The Notice of Intention was published in the Daily Sun newspaper on June 23, 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. The second public hearing is scheduled for the September 2, 2025 City Council meeting.

Financial Impact:

Staff is submitting to adjust the City Code 7-03-001-0011 Water Main Capacity Charges as follows:

- 3-inch was mistyped from $57,279 to $81,456 and needs to be corrected to $81,459
- 4-inch was mistyped from $95,484 to $84,459 and needs to be corrected 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.

On June 3, 2025 Council adopted Resolution 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.

Options and Alternatives to Recommended Action:

- Adopt the Ordinance as recommended by staff and informed by the Rate Study
- Do not adopt the Ordinance. The Council may elect to retain the Capacity Fees as they are. 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 undercollecting 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 provides details of the calculation of water capacity fees. The fees adopted by the Council contained an error in the redlines for the 3" and 4" capacity fees 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 the appropriate rate for 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: Ord. 2025-18

ORDINANCE NO. 2025-18

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING TITLE 7, HEALTH AND SANITATION, CHAPTER 7-03 CITY WATER SYSTEM REGULATIONS, OF THE FLAGSTAFF CITY CODE BY AMENDING SECTION 7-03-001-0011 WATER MAIN CAPACITY CHARGES; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, ARS §§9-511, 9-511.01 et. seq. provides authority for municipalities to adjust water utility service charges (rates), and fees, and

WHEREAS, water capacity charges are established for the purpose of charging the cost of additional system capacity to new customers; and; and

WHEREAS, the City of Flagstaff ("City") has found that it is necessary to update, adjust and increase water capacity fees in order to provide for the present cost of maintaining service levels and system capacity; and

WHEREAS, the City wishes to change language in the City Code, Title 7, Health and Sanitation, Chapter, Chapter 7-03 City Water System Regulations to water capacity charges in order to revise and update the City Code, and

WHEREAS, the City has finds that the updates, adjustments and increases to the water, water capacity charges are all just and reasonable.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. Title 7, Health and Sanitation, of the Flagstaff City Code is hereby amended as follows:

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 of 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

Meters will be sized using the American Water Works Association Manual, AWWA No. M22. Sizing will be submitted to the City Water Services Division by the developer or owner for City review.

When the fee schedule references “call,” capacity charges are based on a proration of maximum flow gallons per minute (gpm) of a three-fourths (3/4) inch meter divided into the maximum flow of the meter to be evaluated. The resulting number shall be used as a multiplier times the capacity fee for a three-fourths (3/4) inch meter to determine the large meter capacity fee. Meters will be sized using American Water Works Association Manual, AWWA No. M22. Sizing will be submitted to the City by the developer or owner for City review.

When the capacity charge results from an increase in meter size the charge shall be adjusted to the difference between the charge for the new size meter and the previous size meter based on the current capacity fees. No refund shall be made in the case of reduced volume of discharge from a change of use.

C. Capacity Fee Installment Payments. Capacity fees may be paid for by installment payments in accordance with the following conditions:

1. A capacity fee that totals an amount greater than one hundred thousand dollars ($100,000.00) may be paid as follows:

a. No less than one-third (1/3) of the total capacity fee due is to be paid upon receipt of the application for connection to the water system.
b. The balance due of the capacity fee is to be paid in equal monthly installments over no more than thirty-six (36) months to include an interest rate calculated to be the prime rate plus one-half percent (1/2%) at the time of the application.
c. The customer may be required to secure the balance due to the city by a letter of credit drawn in favor of the City, or in any other form of security satisfactory to the City Manager, City Attorney and Management Services Director.

SECTION 2. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 3. Severability

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 4. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 5. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 2nd day of September, 2025.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Bryce Doty, Real Estate Manager

Date: 08/21/2025

Meeting Date: 08/26/2025

TITLE:

Consideration and Adoption of Ordinance No. 2025-15: An ordinance of the City Council of the City of Flagstaff, authorizing the acquisition of real property interests for the Wildcat Interceptor Sewer Upsizing Project; providing for delegation of authority, providing for severability, authority for clerical corrections, and establishing an effective date

STAFF RECOMMENDED ACTION:

At the August 26th, 2025 Council Meeting:
1) Read Ordinance No. 2025-15 by title only for the first time
2) City Clerk reads Ordinance No. 2025-15 by title only (if approved above)

At the September 2nd, 2025 Council Meeting:
3) Read Ordinance No. 2025-15 by title only for the final time
4) City Clerk reads Ordinance No. 2025-15 by title only (if approved above)
5) Adopt Ordinance No. 2025-15

Executive Summary:

The Wildcat Sewer Interceptor Project will construct approximately 5,900 feet of new sewer main from the Wildcat Hill Wastewater Treatment Plant to the south side of Interstate 40. This will increase capacity in the sewer collection system and replace a critical piece of aging infrastructure. The new sewer main will be constructed adjacent to existing infrastructure and mostly within existing public utility easements. Portions of the new construction will require additional easements beyond existing easements.

This ordinance authorizes staff to acquire these outstanding easements needed in order to construct the project. City staff will be offering to pay just compensation to the property owner for purchase of the real property, based on an appraised value or a market analysis. If the City is unable to reach an agreement with the property owner despite good faith negotiations, City Council will have the opportunity at a future public meeting to decide whether to adopt a resolution authorizing condemnation of the interests needed for the project.

Financial Impact:

This Project is funded through Water Services in both Wastewater and Reclaimed Water in the following accounts:

- Account # 203-08-375-3441-0 with a budget of $6,000,000 in FY2025-26 and $2,000,000 in FY2026-27.
- Account #203-08-375-3558-0 with a budget of $2,000,300 in FY2025-26
- Account #204-08-380-3558-0 with a budget of $970,136 in FY2025-26

Policy Impact:

No

Previous Council Decision or Community Discussion:

- On June 16, 2024, the City Council approved a Professional Services Contract with Ardurra Group, Inc. to design the Wildcat Sewer Interceptor Upsizing Project. Ardurra has completed the engineering design documents up to the 90% level.
- On May 27, 2025, the City entered into a Design Phase Services Agreement with EMC in the amount of $78,750.00 for basic design phase service
- Construction Phase Services Agreement Phase 1 for the project was approved on July 1, 2025.

Options and Alternatives to Recommended Action:
Do not acquire the rights necessary for the project and do not construct the project as designed.

Background and History:
In 1971, the City of Flagstaff constructed the Wildcat Hill Wastewater Treatment Plant and a new large diameter sewer interceptor to transport wastewater from the then current treatment plant to the new treatment plant. In a recent Water and Sewer Impact Analysis, the City of Flagstaff's consultant identified a deficiency in the wastewater collection system in this sewer interceptor. This Project was also identified in the City of Flagstaff's 2015 Sewer Master Plan as the second highest priority project. The pipeline is currently undersized to meet the additional developments that have been proposed. This Project will replace a portion of the undersized pipeline identified in the water and sewer impact analysis with a new larger wastewater interceptor. The new pipeline will allow the City to properly serve the wastewater needs of the new proposed developments.

Connection to PBB Priorities and Objectives:
Safe & Healthy Community: Foster a safe, secure, and healthy community. Sustainable, Innovative Infrastructure: Deliver outstanding services to residents through a healthy, well maintained infrastructure system.

Connection to Regional Plan:

- Goal WR.3: Satisfy current and future human water demands and the needs of the natural environment through sustainable and renewable water resources and strategic conservation measure.
- Goal WR.4. Logically enhance and extend the City's public water, wastewater, and reclaimed water services including their treatment, distribution, and collection systems in both urbanized and newly developed areas of the City to provide an efficient delivery of services.
- Goal WR.6: Protect, preserve, and improve the quality of surface water, groundwater, and reclaimed water in the region.
- Goal CD.1. Improve the City and County financial systems to provide for needed infrastructure development and rehabilitation, including maintenance and enhancement of existing infrastructure.

Connection to Carbon Neutrality Plan:
N/A

Connection to 10-Year Housing Plan:
This Project will increase the capacity of the sewer collection system which will provide capacity for additional housing.

Attachments: Ord. 2025-15
Exhibit A: Chart of Properties
Exhibit B: Map of Area

ORDINANCE NO. 2025-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AUTHORIZING THE ACQUISITION OF REAL PROPERTY INTERESTS FOR THE WILDCAT INTERCEPTOR SEWER UPSIZING PROJECT; PROVIDING FOR DELEGATION OF AUTHORITY; PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City has authority to acquire real property, pursuant to the Article I, Section 3 of the Flagstaff City Charter; and

WHEREAS, acquisition of real property is to be approved by ordinance, pursuant to Article VII, Section 5 of the Flagstaff City Charter; and

WHEREAS, the City desires to acquire real property interests for the Wildcat Interceptor Sewer Upsizing Project, a project which will increase capacity in the sewer collection system and replace a critical piece of aging infrastructure.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

The Flagstaff City Council hereby authorizes the acquisition of all, or part of the real property identified in the attached Exhibit A. The real property interests may be acquired through purchase, exchange, gift, donation, dedication, or condemnation necessary for a public use; provided, however, prior to commencement of any condemnation proceeding the City Council shall adopt a separate resolution finding that the taking of the real property interest(s) is necessary for a public use and authorizing condemnation.

SECTION 2. Delegation of Authority

The Mayor, City Manager, Community Development Director, Real Estate Manager, City Attorney 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 this ordinance.

SECTION 3. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 4. Severability

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 5. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 6. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 2nd day of September, 2025.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
Exhibit A – Chart of Properties
Exhibit B – Map of Area

Exhibit "A"

Wildcat Interceptor Sewer Upsizing Project - Property Acquisition

ID	APN	Owner	Type of Easement
WC-01	113-37-010	El Paso Rd Land, LLC	Public Utility Easement
WC-02	113-37-010	El Paso Rd Land, LLC	Temporary Construction Easement
WC-03	113-37-007A	UNITED METRO MATERIALS INC	Public Utility Easement
WC-04	113-37-007A	UNITED METRO MATERIALS INC	Temporary Construction Easement
WC-05	113-10-003	Coconino County	Public Utility Easement
WC-06	113-10-003	Coconino County	Temporary Construction Easement

Exhibit "A"



Exhibit B--Map of Area

0 0.07 0.15 0.3 0.45 0.6

mi

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.

7/24/2025 3:51 PM

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Carmen Pryer, Real Estate Specialist

Co-Submitter: Bryce Doty

Date: 08/21/2025

Meeting Date: 08/26/2025

TITLE:

Consideration and Adoption of Ordinance No. 2025-14: An ordinance of the City Council of the City of Flagstaff, ratifying the grants of easements and real property; and formally accepting grants of easements and real property; providing for severability, authority for clerical corrections, and establishing an effective date

STAFF RECOMMENDED ACTION:

At the August 26, 2025 Council Meeting:
1) Read Ordinance No. 2025-14 by title only for the first time
2) City Clerk reads Ordinance No. 2025-14 by title only (if approved above)

At the September 2, 2025 Meeting:
3) Read Ordinance No. 2025-14 by title only for the final time
4) City Clerk reads Ordinance No. 2025-14 by title only (if approved above)
5) Adopt Ordinance No.2025-14

Executive Summary:

All City of Flagstaff real property interests acquired by the City are required to be accepted by ordinance via the City Charter. This ordinance serves to approve acquisitions or dispositions of real property that have already occurred. The City regularly receives real property interests from private property owners during the development review process. These real property interests are acquired by dedication or donation. These acquisitions may be for drainage, utilities, the urban trails system, slopes, rights-of-way or other public purposes. Real property interests dedicated to the City upon recordation of a final plat are approved through the plat approval process.

Financial Impact:

Real property is considered a fixed asset in the City. Until City Council approves an ordinance accepting the acquisitions, the real property value is not recognized in an audit. While there is not an actual financial expenditure associated with these acquisitions, there is a fixed asset value the City receives through this action.

Policy Impact:

None

Previous Council Decision or Community Discussion:

Council has ratified other real property transactions and easements approved through the development review process. This ratification usually occurs on an annual basis. The Council adopted a similar Ordinance 2024-14 on the 7th day of May, 2024.

Options and Alternatives to Recommended Action:

1. Adopt the Ordinance

Pros: Formally approving the real property interest transactions conforms with City practices.
Cons: None.
2. Do not adopt the Ordinance. In this case, transactions may be voided or there would be a further discussion as to appropriate action.
Pros: None identified.
Cons: This may result in loss of legal rights to use properties for utilities, trails, drainage, and other public purposes.

Background and History:
The City Charter requires the acquisition and disposition of real property by ordinance. The City generally applies this principle to lesser interests as well.

Connection to PBB Priorities and Objectives:
TRANSPORTATION AND OTHER PUBLIC INFRASTRUCTURE
Deliver quality community assets and continue to advocate and implement a highly performing multi-modal transportation system.

Connection to Regional Plan:
None

Connection to Carbon Neutrality Plan:
None

Connection to 10-Year Housing Plan:
None

Connection to Division Specific Plan:
None

Attachments: Ord. 2025-14
Exhibit A: Chart Dedication of easements and real property

ORDINANCE NO. 2025-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, RATIFYING THE GRANT OF EASEMENTS; AND FORMALLY ACCEPTING DEDICATIONS OF EASEMENTS AND REAL PROPERTY INTERESTS; PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City of Flagstaff ("City") has received dedications of easements and real property interests across private property which have not yet been formally accepted by City Council; and

WHEREAS, the City has granted easements across City property for City projects, which have not yet been ratified by City Council.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1: In General.

That the City formally accepts the dedications and donations of easements and real property as listed in Exhibit A, attached to this ordinance.

That the City ratifies the grants and reservations of easements across City property as listed in Exhibit A, attached to this ordinance.

SECTION 2: Delegation of Authority.

That the City Manager, the City Attorney, the City Clerk, the Finance Director, the City Real Estate Manager, or other employees or agents as deemed necessary, are hereby authorized, and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this ordinance.

SECTION 3. Severability

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 4. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 5. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 2nd day of September, 2025.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
Exhibit A: Dedications of easements and real property.

			Exhibit "A"						
Easement Type	Parcel Number	Project Name	Location	Grantor	Grantee	Easement size in square feet	Easement size in Acres	Document Number	Date Recorded
Public Water	107-13-017	Ocean Blue Flagstaff LLC	2301 E. Route 66	Ocean Blue Flagstaff LLC	City of Flagstaff	2,300	0.05	3992784	4/11/2024
Easement for Public Utilities	113-07-004	N/A	6500 E. Route 66	RE Asset Management LLC	City of Flagstaff	14,040	0.32	3992785	4/11/2024
Public Water	107-13-020	Chick-fil-A	2401 E. Route 66	DSP LT 2401 Flagstaff, LLC ES LP 2401 Flagstaff, LLC Selkirt FLP 2401 Flagstaff, LLC DKP FBO JLP LT 2401 Flagstaff, LLC SES LT 2401 FLAGSTAFF, LLC Starr FLP 2401 Flagstaff, LLC	City of Flagstaff	64	0.001	3994730	5/14/2024
Public Water	107-16-008Z	NA	3300 E. Sparrow Avenue	Northland Preparatory Academy	City of Flagstaff	7,405	0.17	3995852	5/31/2024

Urban Trail	107-12-008S	StorQuest	2690 E . Huntington Drive	2690 E Huntington SP, LLC.	City of Flagstaff	29,570	0.68	3999684	8/1/2024
Public Water and Sewer	107-12-008S	StorQuest	2690 E . Huntington Drive	2690 E Huntington SP, LLC.	City of Flagstaff	32,633	0.75	3999685	8/1/2024
Public Water and Sewer	107-12-008S	StorQuest	2690 E. Huntington Drive	2690 E Huntington SP, LLC	City of Flagstaff	32,633	0.75	3999685	8/1/2024
Urban Trail	107-12-008S	StorQuest	2690 E. Huntington Drive	2690 E Huntington SP, LLC	City of Flagstaff	29,570	0.68	3999684	8/1/2024
Public Sidewalk	100-39-014G	None	102 S. Mikes Pike	Miramonte QK Properties, LLC	City of Flagstaff	128	0.003	4004163	10/7/2024
Resource Protection	112-05-132	TRG LM FLAGSTAFF, LLC	Off of W. High County Trail	TRG LM Flagstaff LLC	City of Flagstaff	82,580	1.89	4008660	12/19/2024
Urban Trail	112-05-132	TRG LM FLAGSTAFF, LLC	Off of W. High County Trail	TRG LM Flagstaff LLC	City of Flagstaff	10,303	0.23	4008661	12/19/2024
Public Recreation Use and Access	112-05-132	TRG LM FLAGSTAFF, LLC	Off of W. High County Trail	TRG LM Flagstaff LLC	City of Flagstaff	10,745	0.24	4008662	12/19/2024
Public Water and Sewer	112-05-132	TRG LM FLAGSTAFF, LLC	Off of W. High County Trail	TRG LM Flagstaff LLC	City of Flagstaff	46,818	1.07	4008659	12/19/2024

Quit Claim Deed	Tract B Woodshire on Butler Condos	Woodshire Condos	N/A	City of Flagstaff	Woodshire on Butler Condominium Association	4,777	0.01	4008663	12/24/2024
Public Sidewalk	107-06-002J	None	1965 E. Mountain View Avenue	Flag Den Partners LLC	City of Flagstaff	2,276.30	0.052	4011649	2/14/2025
City of Flagstaff-APS Utility	100-44-005A	DCC Downtown Connection Center	116 W. Phoenix Avenue	City of Flagstaff	APS	570	0.01	4012018	2/21/2025
City of Flagstaff-APS Utility	101-37-002H	None	1450 N. Gemini Drive	City of Flagstaff	APS	100	0.002	4013517	3/18/2025

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Nicole Antonopoulos, Sustainability Division Director

Date: 08/14/2025

Meeting Date: 08/26/2025

TITLE

An Introduction to Virtual Power Purchase Agreements.

STAFF RECOMMENDED ACTION:

This is informational only.

Executive Summary:

Virtual power purchase agreements (VPPA) are becoming an increasingly popular way for organizations to achieve their clean energy goals while stabilizing pricing. This presentation will provide information on the VPPA framework and how it may align with the City's clean energy goals. This presentation is intended to provide the City Council with an understanding of VPPAs in advance of the September 2, 2025, City Council meeting. At the September meeting, staff will bring forward an Intergovernmental Agreement with Northern Arizona University and other statewide collaborators to issue a non-binding VPPA solicitation that explores more cost-effective options for the City.

Information:

This presentation will provide the City Council with background information on the City's existing clean energy commitments and how a virtual power purchase agreement may compliment them.

Attachments: VPPA 101



AN INTRODUCTION TO VIRTUAL POWER PURCHASE AGREEMENTS

NICOLE ANTONOPOULOS

AUGUST 2025

Agenda

1. Why We Are Here Today

2. Introduction to a Virtual Power Purchase Agreement

3. Role for Virtual Power Purchase Agreement in the City's Clean Energy Portfolio

4. Looking Ahead

Commitments to Clean Energy

1. 2017-2019 City Council Goals

2. Climate Action and Adaptation Plan

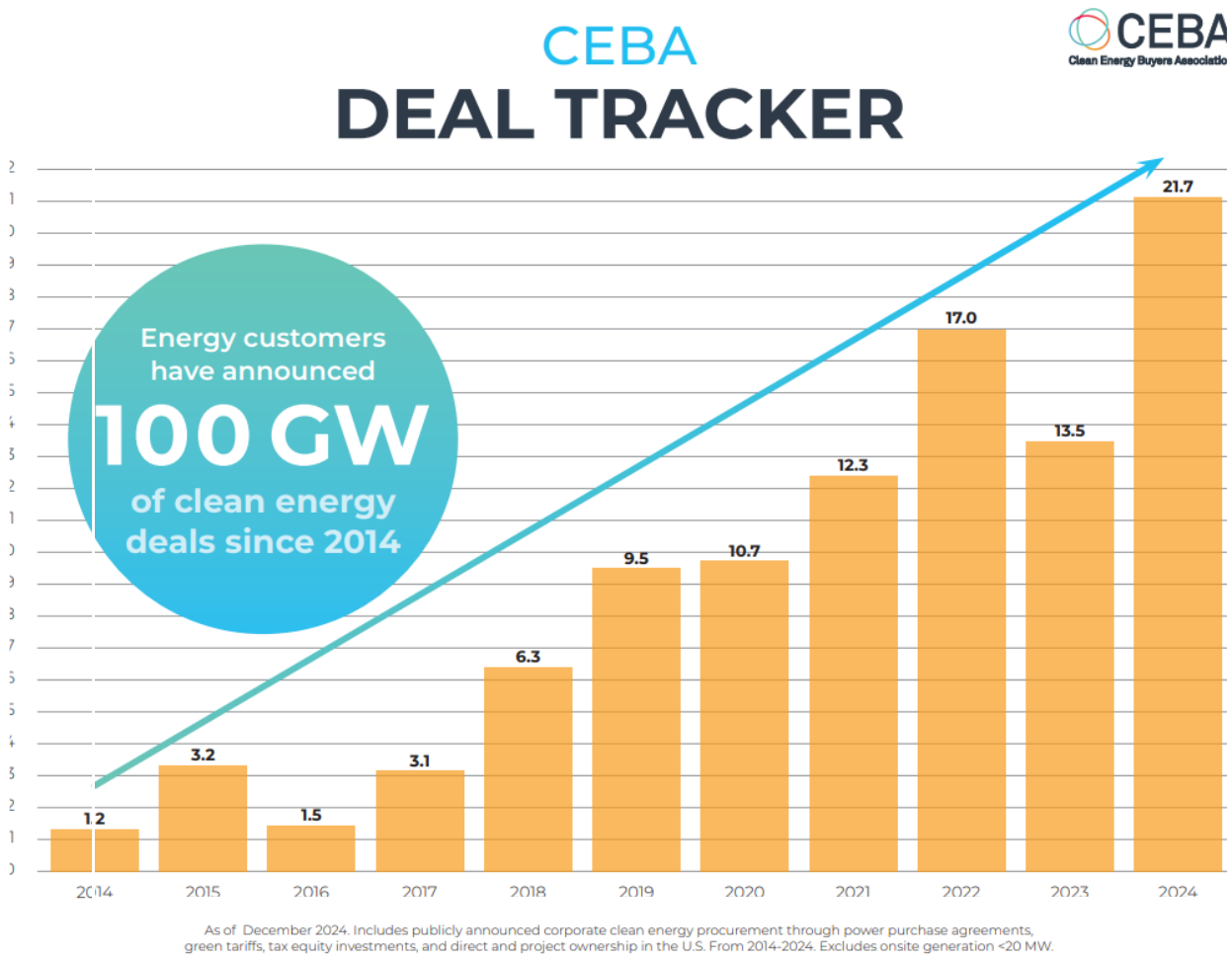
3. Carbon Neutrality Plan

Supporting Clean Energy Goals

There are several models to support clean energy goals

1. City-owned/Lease to Own
2. Power Purchase Agreement
3. Renewable Energy Credits
4. **Virtual Power Purchase Agreement**
5. Future innovation?

An Introduction to Virtual Power Purchase Agreements



Virtual power purchase agreements (VPPAs) are becoming an increasingly popular way for organizations to achieve their clean energy goals and stabilize pricing.

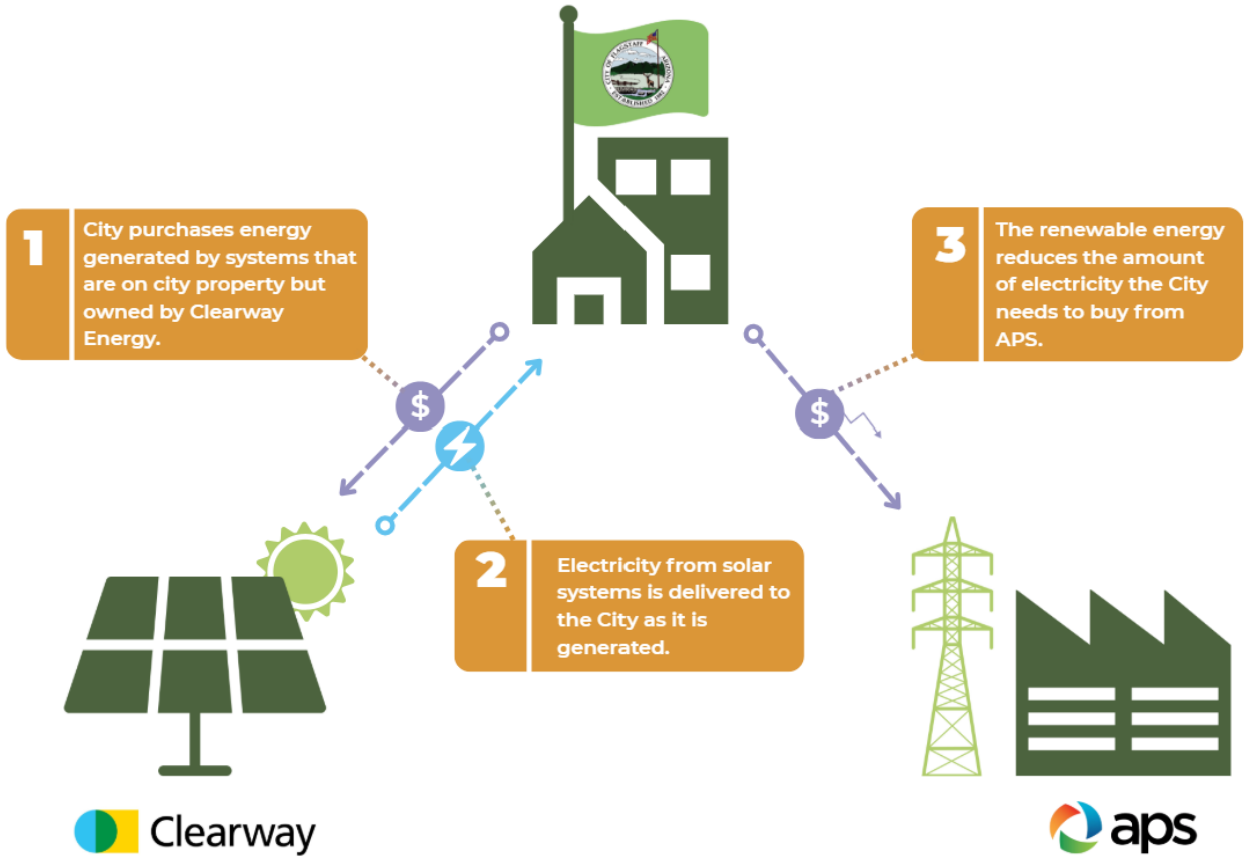
But before we explore the VPPA model…

First Let’s Discuss Power Purchase Agreements

A power purchase agreement (PPA) is an energy contract between an energy buyer and a clean energy project developer. The buyer guarantees the purchase of the energy sold from a new renewable energy project for a fixed price. Typically, the buyer has available land to host a project, which is used to " anchor” a fixed price. PPAs normally span 10-25 years.

The City is in a PPA contract. Clean energy systems are located at the Aquaplex, City Hall, and Wildcat Wastewater Treatment Facility.

First Let's Discuss Power Purchase Agreements



2011/2012 City PPA:

Aquaplex (roof mount)

93.5 Kilowatts

$0.115 /kWh (APS ~$0.138/kWh)

City Hall (parking canopies)

201 Kilowatts

$0.124/kWh (APS ~$0.149/kWh)

Wildcat (tracker ground mount)

568 Kilowatts

$0.103/kWh (APS ~$0.122/kWh)

Why a Power Purchase Agreement?

Price stability: PPAs lock in the price of electricity, providing stability and reducing the risk of price fluctuations

Long-term commitment: Agreements are typically long-term, which helps to mitigate risks associated with short-term market volatility

Reduces risk: The buyer holds little liability (performance, credit, and market)

Direct relationship with supplier: PPAs provide a direct relationship between the buyer and the power producer, reducing the risk of supply disruptions.

New clean energy: Provides a low-risk pathway to bring new systems online.

An Introduction to Virtual Power Purchase Agreements

With a PPA, the buyer purchases clean energy at a specified delivery point, such as the buyer's source of need (meter), or it can be sent to the grid.

With a **virtual** power purchase agreement (**VPPA**), the energy doesn't physically flow from the project to the buyer. Rather, energy is sold on the wholesale electricity market at a defined location.

A VPPA can be used for energy production or the purchase of Renewable Energy Credits (RECs) to achieve clean energy goals.

Why a Virtual Power Purchase Agreement?

They expedite the development of utility-scale renewable energy projects in areas outside the buyers' region to promote cleaner electricity generation, reduce air pollution, and spur economic development

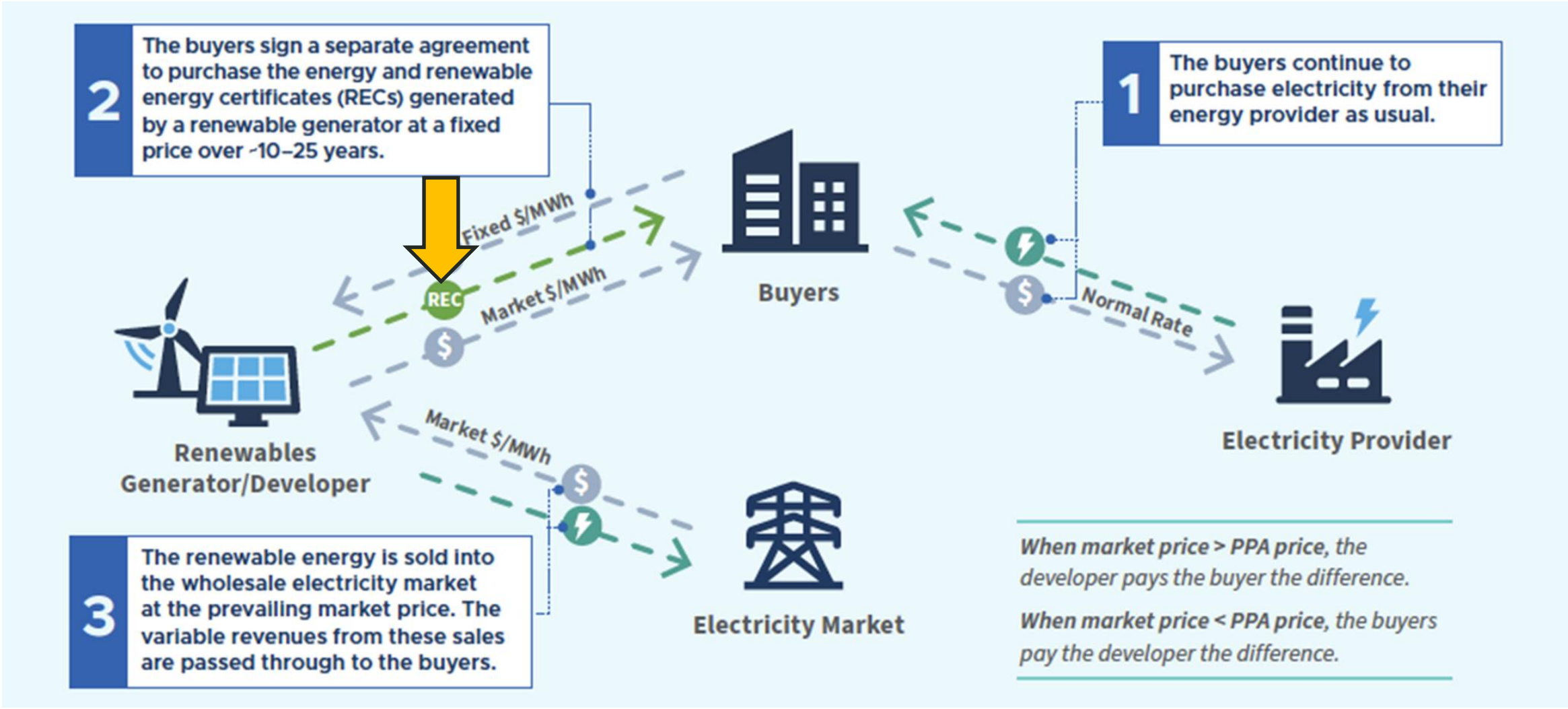
New Clean Energy on the grid: Cleaning the grid and decreases carbon emissions

Price stability: VPPAs lock in the price of renewable energy credits (RECs), providing stability and reducing the risk of price fluctuations

Economy of scale: VPPAs allow a consortium of buyers to negotiate better rates and legal costs

Long-term commitment: Agreements are typically long-term, which helps to mitigate risks associated with short-term market volatility

Mechanics of a Virtual Power Purchase Agreement



Role of a Virtual Power Purchase Agreement

In simple terms, this VPPA project focuses on purchasing Renewable Energy Credits (RECs) at the most competitive rates to offset remaining non-renewable municipal energy use. It also supports new clean energy projects in a cost-competitive manner.

Risk with a Virtual Power Purchase Agreement

While a VPPA will yield a fixed price for clean energy RECs, there are risks:

Complex initial agreements: Multi-agency agreements can add complexity

Monthly price fluctuation: Clean energy is sold on the open market which can lead to varying prices month to month, but will average out over the fiscal year

Staff oversight: After the negotiation phase, a VPPA will require oversight and monitoring

Role of Virtual Power Purchase Agreements



How does a Virtual Power Purchase Agreement Achieve the City's Clean Energy Goals?

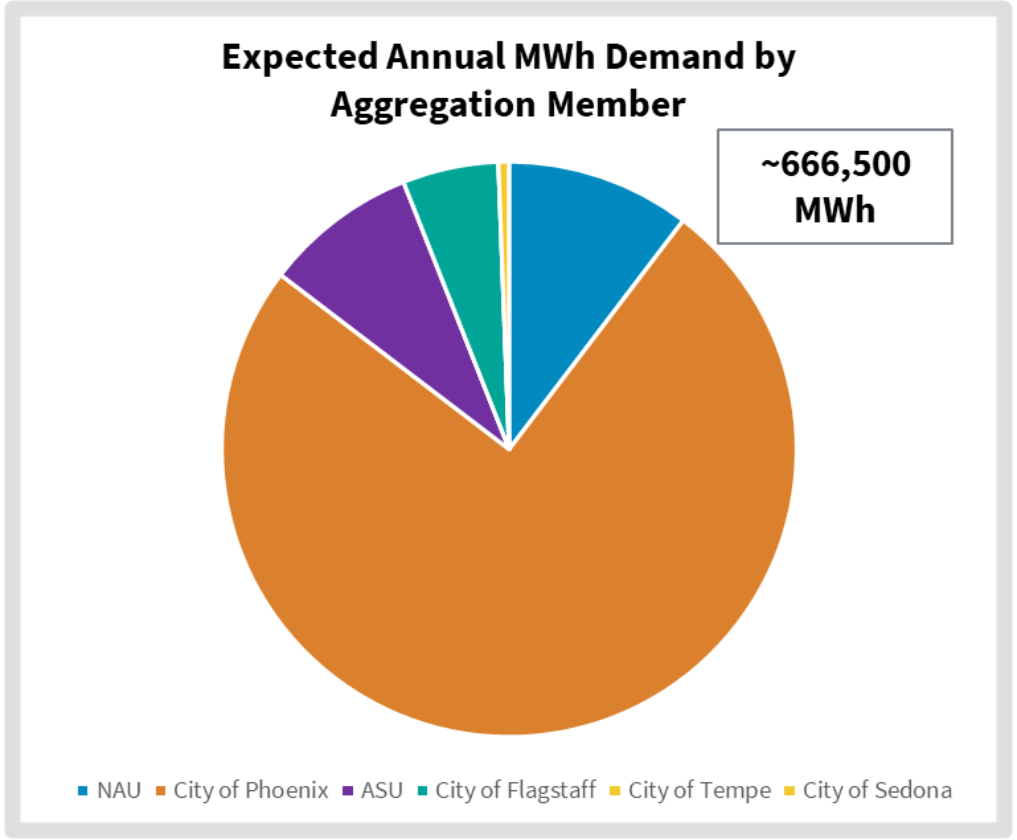
The City's Current Clean Energy Portfolio

Diversified Portfolio	Agency	Contract	~Annual Energy Yield/RECs (MWh)	~ Annual Operational Savings
1) Arizona Power Authority (Hoover Dam) Schedule D	APA	2057	850	$38,450
2) APS Green Power Partners (GPP)	APS GPP	Monthly	36,000	-$96,850
3) CoF Owned	CoF	Financed through 2029	1,300	$32,740
4) PPA	PPA	2031	1,500	$32,880

The Arizona Consortium

The Arizona Consortium comprises of Arizona State University, the City of Flagstaff, Northern Arizona University, the City of Phoenix, the City of Sedona, and the City of Tempe.

NAU has been leading this effort for the last two years. They've hired consultants (Usource) to advise the consortium and oversee this VPPA initiative.



Why a Consortium?

The consortium approach is favored for two key reasons:

Value in a Joint Effort: Leverages economies of scale and increases options for stronger pricing.

Limited Options in Arizona: Arizona is a regulated electricity market and there are fewer viable options for clean power procurement than in other states. This increases the need for creative, collaborative thinking to engage the wholesale market and our utilities.

An Introduction to Virtual Power Purchase Agreements



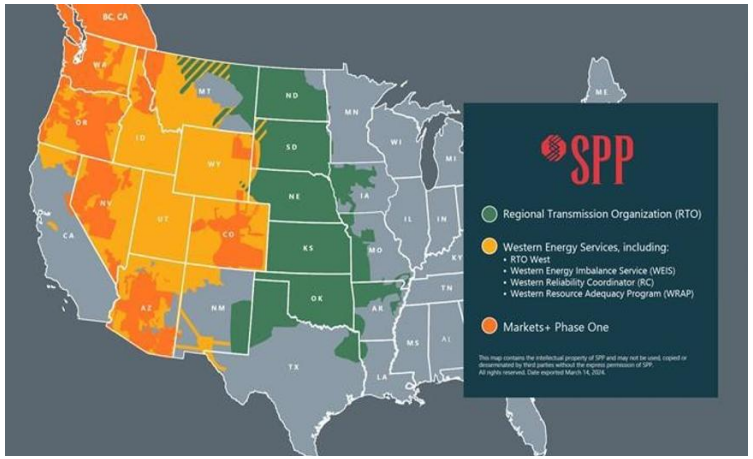
This 200-Megawatt solar installation in Bell County, Texas is one of the renewable energy projects a Boston-area Virtual Power Purchase Agreement consortium supports.

Looking Ahead

On October 7th staff will present an Intergovernmental Agreement (IGA) for consideration. The IGA will authorize NAU to issue a non-binding solicitation on behalf of the consortium to procure price competitive RECs:

1. Prioritize regional participation from APS/SRP
2. Open to national wholesale energy markets, favoring Southwest Power Pool.





VPPA/Utility Steps	Date
IGA Final to parties	July 22nd
IGA Approval by parties	September/ October
Pre-RFP Criteria. Develop RFP language, Developer outreach list	End July-August
Finalize RFP specs	Early-mid Oct
Issue RFP to developers	Mid/late Oct
Engage APS with Consortium request	Mid/late Oct
NOI to bid	One week of issuance
Developer/Utility responses (50-100 responses)	Mid -Nov
Response analysis	3-4 weeks Mid Dev
Short list review .Interviews, Request term sheet or send ours, Best and Final	3-4 weeks
Decision on final project—NOI to award	Mid January
Term Sheet and LOE. Preliminary redline, Finalize terms, Sign to negotiate	March 2026
PPA/utility negotiation (ideally 95% aligned parties)	July 2026
Approve and Sign. Party approvals	August 2026
Operational Project and REC delivery	2027-2028

QUESTIONS?

Nicole Antonopoulos
Sustainability Director
City of Flagstaff
Nantonopoulos@flagstaffaz.gov

General info:

Flagstaff.az.gov/sustainability

sustainability@flagstaffaz.gov

(928) 213-2153



CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Michelle McNulty, Planning and Development Services Director

Date: 08/21/2025

Meeting Date: 08/26/2025

TITLE

Land Availability and Suitability Study + Code Analysis Project (LASS + CAP) Code Concepts Report: Final Direction on Key Decision Points.

STAFF RECOMMENDED ACTION:

Staff seeks City Council direction and confirmation on next steps for six decision points that will guide the next phase of the project, which includes refining the core development standards, incentives, and concepts into more detailed, actionable recommendations for specific code amendments. Staff has prepared a recommendation for each decision point based on community feedback; staff will direct the consultant to proceed with each recommendation should Council agree.

Executive Summary:

The LASS+CAP is a multi-phased project to identify code barriers and recommend code revisions to remove these barriers to help achieve the goals and policies of the Flagstaff Carbon Neutrality Plan and Flagstaff 10-Year Housing Plan. This presentation is focused on the CAP Code Concepts report, which is the second of three project phases (phase 1: Code Diagnosis (complete), phase 2: Code Concepts (current), phase 3: Code Recommendations (future).

Staff is seeking City Council confirmation on next steps related to density, floor-area-ratio (FAR) caps, a menu of sustainable development standards, parking, street widths, and the City's winter parking ordinance.

Information:

Project Overview:

The purpose of the CAP is to analyze and evaluate the City's development codes and processes to understand and identify ways to overcome barriers to the City's 10-Year Housing Plan and Carbon Neutrality Plan. Through these plans, the City has committed to achieving the following goals:

The 10-Year Housing Plan aims to reduce the affordable housing need in our community by half over the next ten years through two elements:

1. Impact at least 6,000 low-to-moderate income Flagstaff residents through a combination of unit creation or subsidy provision
2. 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 Carbon Neutrality Plan has three primary goals:

1. Achieve carbon neutrality by 2030 through a 44% reduction in greenhouse gas emissions

2. Prepare Flagstaff's communities, systems, and resources to be more resilient to climate change impacts
3. Address climate change in a manner that prioritizes those most impacted and ensures the costs and benefits of climate adaptation and mitigation are equitably distributed

Outreach and Engagement

City staff last presented the LASS/CAP project to City Council in February 2025. Since then, the LASS + CAP project team (City staff from Planning and Development Services, Housing, and Sustainability divisions) distilled the code concepts into six decision points and solicited feedback from City divisions, City commissions and key partners, including:

1. Sustainability Commission
2. Planning and Zoning Commission
3. Housing Commission
4. Transportation Commission
5. Heritage Preservation Commission
6. Commission on Inclusion and Adaptive Living
7. Commission on Diversity Awareness
8. MetroPlan Technical Advisory Committee
9. MetroPlan Executive Board
10. Mountain Line Transit Advisory Committee
11. Mountain Line Board of Directors
12. Flagstaff Chamber of Commerce
13. Economic Collaborative of Northern Arizona (ECONA)
14. Friends of Flagstaff's Future (F3)
15. Northern Arizona Climate Change Alliance (NAZCCA)

City staff distilled feedback into a set of recommendations and presented this information to 80 attendees at a Community Conversation event at Lowell Observatory on June 13th. Attendees included developers, current and former City Council members, Flagstaff community members representing several different neighborhoods, income levels, and lived experiences, students, sustainability, climate, economic development, and housing advocates, Realtors, City staff, and members from City Commissions.

Attendees provided feedback on each of the six decision points; this feedback is discussed in detail in the attached Facilitation Report. Each decision point is also summarized below, and includes a background information section, staff recommendations presented at the Community Conversation, feedback from City divisions and attendees at the Community Conversation, and staff's recommended next steps.

Transit

The consultant team also prepared a Transit Assessment to identify options to improve transit access and transit-oriented development (TOD) in the community, as transit access is an important part of achieving Flagstaff's housing and climate goals. The Transit Assessment is intertwined with the decision points presented at the Community Conversation. For example, locating highest-density development along the permanent transit network and implementing Travel Demand Management (TDM) strategies (i.e., subsidized transit passes, bus stop amenities, etc.) in the base Zoning Code for developers to choose from, both support enhanced transit access.

Staff presented the Transit Memo to Mountain Line, MetroPlan, and the City of Flagstaff Transportation

Commission. Feedback on transit recommendations was positive, from highlighting the benefit to pedestrians and bicyclists of transit improvements like connectivity and the need for developers to have transparency in what is being asked of them from the start. This feedback informs staff's recommended next steps for each decision point.

Decision Points

1. Density

Where and how should we increase density? Should by-right density increases be limited to areas where people tend to drive less? Do we want to increase density allowances for only affordable housing projects or all housing?

Background Information

The draft Code Concepts Report provides alternatives for code updates that address some of the most significant barriers identified in the Code Diagnostic Report. These alternatives focus on the core interrelated use regulations and development standards that have the greatest influence on the housing and climate outcomes of new development and redevelopment in Flagstaff changing zoning code standard. These core standards include use regulations and housing types by zoning district, maximum densities, Floor Area Ratio (FAR), minimum parking requirements, affordable housing and sustainable building incentives. The following questions help to inform how the code should be amended to support the preferred outcome.

Original Staff Recommendation

Where and how should we increase density?

- Increase density across all zones, except:
  - RR (Rural Residential) and ER (Estate Residential)
  - R1N (Single Family Residential -- Neighborhood)
- Calibrate increases for each zone to improve the viability of middle housing in all zones

Should by-right density increases be limited to areas where people tend to drive less?

- No, density should be increased in all areas
- Focus highest density development along permanent transit network (current and projected)
- Replace High Occupancy Housing (HOH) requirements with Transit-Oriented Development (TOD) requirements

Do we want to increase density allowances for affordable housing projects (those that serve a certain Area Median Income--AMI) or all Market Rate Housing?

- Increase density for all housing
- Improve the effectiveness of density bonuses for affordable housing

Summary of City Division Feedback

Economic Vitality encouraged both ownership and rental residential building types.

The Fire Department indicated that there are challenges in serving denser and taller buildings, including increased emergency call volume, existing infrastructure and equipment likely being undersized to serve these buildings, and the fact that taller buildings present more complex emergency response operations, which could impact staffing levels, apparatus deployment, and pre-incident planning strategy. Minimum fire access requirements must be maintained.

Parks, Recreation, Open Space, and Events (PROSE) indicated that greater density is an opportunity to introduce more park space into our neighborhoods, including preserving highly valuable pockets of nature, and building more complete neighborhoods. New development can help more residents have 10-minute access to Parks or Natural Areas.

Public Works indicated that higher demand for services from larger buildings must be matched with increases in staff and equipment. It is important to consider the costs of additional service and how will it be funded, because increasing density will compound existing challenges to meet the demand for services.
Water Services indicated that greater density aligns with water conservation goals and that it may be more cost-effective to upsize water/sewer infrastructure where it already is, rather than extend the system outward. It is also cheaper to install larger pipes with new development rather than upsize later.

Summary of Community Conversation Feedback
Concerns were raised about the current restrictions on density in Rural Residential (RR) and Estate Residential (ER) zones, with many advocating for increased base density in these zones to streamline development and avoid time-consuming rezoning processes. The Planned Residential Development (PRD) tool was discussed as a way to preserve land for future density, but some felt it may be unnecessary if base densities are increased.
Developers are frustrated by rezoning barriers, especially when higher by-right densities could drastically increase unit yields. Others emphasized that increased density alone doesn't ensure affordability or the right housing product; more support is needed for smaller, more affordable units and diverse housing types, including rentals and ownership.
There was broad support for increasing density citywide, especially near public transit, to support working families and reduce reliance on cars. Fire risk and infrastructure costs were noted as critical challenges, particularly in forested areas, and the importance of thoughtful land use planning was underscored.
Participants called for better alignment between zoning and the Regional Plan, more clarity on affordable versus attainable housing, and a stronger push to engage developers in building smaller-scale units.

Overall, the consensus was to simplify development pathways, support a broader mix of housing, and address affordability with urgency while considering Flagstaff's unique environmental and infrastructure constraints.

Next Steps
The consultant team will examine base density increases for all zoning districts excluding the R1N zone, which is already higher than other similar zoning districts. The consultant will need to model the benefits of increasing density within the RR zone as this wasn't considered in the original Code Concepts report. Staff will direct the consultant to focus on the highest density projects in areas that are supported by transit and other multimodal facilities to reduce reliance on cars.

Meanwhile, staff will work to simplify the rezoning process for these areas by developing a Planned Area Development (PAD) or Planned Unit Development (PUD) zone which would give greater flexibility to the development of these large land holdings. A PAD/PUD option allows a developer to create their own zoning parameters and provides greater flexibility to deal with site specific scenarios and may encourage a greater range of housing opportunities.

The Rural Residential zone has long been considered a "holding" zone or lands awaiting rezoning to meet the parameters of the Regional Plan. Increasing the density by right in this zoning district may slightly increase density within Flagstaff but could reduce the desire to rezone properties for additional density in Flagstaff. The following is a breakdown of the pros and cons of changing the base density in the Rural Residential zone:

- A small base increase to the Rural Residential zone could reduce the desire to rezone property in many of the green field areas expected to develop within the next decade. This could lead to a lack of housing diversity, lack of supporting commercial development and densities that are much lower than are anticipated in the Regional Plan.
- A higher base increase to the Rural Residential zone could encourage greater densities as anticipated in the Regional Plan but could lower the ability to achieve community goals in regard to Carbon Neutrality and Affordable Housing through the use of incentives. This option may also lead to a lack of housing diversity and lack of supporting commercial development.

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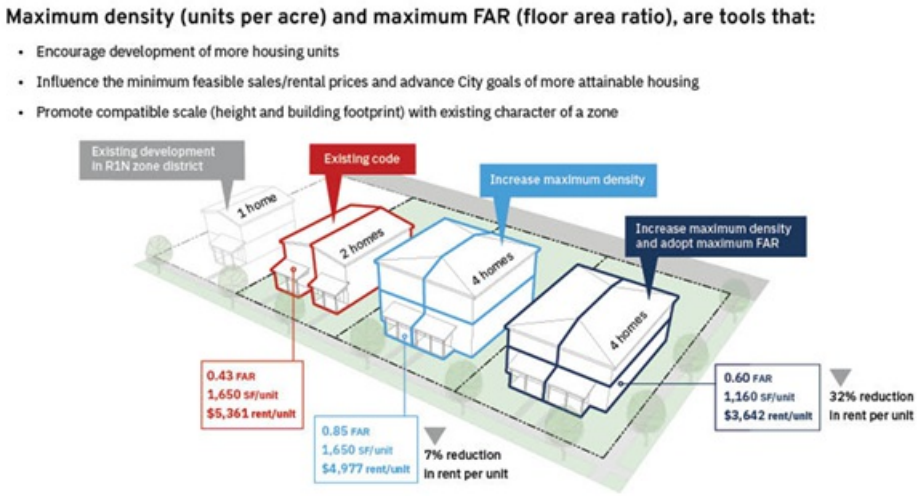
2. Floor area ratio (FAR) caps
Do you support managing the intensity of residential land uses with floor area ratio (FAR) caps?

Background

Floor Area Ratio (FAR) is a zoning tool used to regulate the massing (size) of buildings on a lot. It's calculated by dividing the total floor area of a building (or buildings) on a lot by the total area of that lot. Essentially, it represents how much building floor space is allowed relative to the size of the land.

Adopting FAR caps in tandem with density increases has the potential to increase the number of units in Flagstaff that are smaller and more affordable than if only density is increased (without updating FAR caps). The graphic below provides an example of how FAR caps shape the building size and monthly rent for four different developments on the same size lot: a single family home, a duplex with a 0.43 FAR, a quadplex with a 0.85 FAR, and a quadplex with a 0.60 FAR. On a 10,000 sq. ft. lot, for example, the total area of the duplex would 4,300 sq. ft., the quadplex 8,500 sq. ft., and the smaller quadplex 6,000 sq. ft.

In this example, the FAR cap has the biggest impact on the quadplex. Reducing the FAR from 0.85 to 0.60 reduces the size of the units without reducing the overall number of units on the lot. In this model, the reduction in unit size also has the potential to reduce the rent by 32%.



The image above provides specific FAR caps as an example only. Should Council provide direction to explore FAR caps further, staff will direct the consultant to research and evaluate FAR caps per the *original staff recommendation* and *next steps* (below).

Original Staff Recommendation

- Yes, add FAR caps and calibrate by zone
- Evaluate how lot coverage and FAR may work together in some zones. For example:
  - Possibly keep or update lot coverage in R1, R1N, and MH zones
  - Consider removing or updating lot coverage in CC, MR, HR zones
- Consider calibrating FAR and lot coverage differently for large and small parcels
- Consider how FAR works in conjunction with maximum bedroom density per acre (currently in code) for very high-density developments

Summary of City Division Feedback

PROSE is supportive of FAR caps to help ensure that higher density can be used to preserve natural areas.

Public Works wondered if FAR could lead to more space for landscaping on a lot, and if the additional area can be used for snow storage.

Water Services wondered if FAR could lead to a smaller building footprint, and if a larger landscaped area could potentially increase water needs for landscaping.

Summary of Community Conversation Feedback
There is interest in using square footage and number of bedrooms--along with Floor Area Ratio (FAR)--as tools to influence housing product types, but this needs to be considered within the context of community character, structure type (single-family vs. apartments), and rural vs. urban settings.

FAR could help address building massing and ensure better design outcomes, especially in areas like Townsite, where higher densities feel appropriate and well-integrated. Concerns were raised about past developments like Presidio, where intentions for smaller homes resulted instead in large homes on small lots--raising questions about how FAR could have influenced that outcome.

There is also a need to understand how FAR relates to bedroom density, and how it differs from or complements other tools like lot coverage, which can be misleading in terms of perceived bulk. Visual aids and examples would help clarify these concepts, especially to show how FAR might create more livable density without the scale of large student housing complexes. Importantly, attention should be given to existing neighborhoods, supporting affordability and preservation rather than displacement or demolition.

Next Steps
Staff will relay to the consultant to consider the use of FAR in zones with the highest density allowances, including the R1N zone. Staff will ask the consultant to calibrate FAR caps to each individual zone, including exploring how lot coverage and FAR may work together in some zones, and how FAR may replace lot coverage in others. Staff will also direct the consultant to explore calibrating FAR for large and small parcels, and exploring how FAR may work in tandem with the maximum bedroom density for very large developments.

3: Menu of Sustainable Design Options
Do you support creating a menu of sustainable design standards in the base Zoning Code for developers to choose from?
Should a wider menu of Transportation Demand Management (TDM) strategies (such as carpooling, transit-oriented design, bicycle facilities, transit passes, site design, etc.) be included in this menu?

Background Information
The Code Concepts report explored incorporating a menu of sustainable design standards into the base zoning code as part of a large set of potential base code changes, such as increasing density and reducing parking. Potential menu options include features related to building energy efficiency, electric vehicles, renewable energy production and storage, materials, waste reduction, water conservation, TDM, carbon sequestration and storage, and more.

Original Staff Recommendation
Do you support creating a menu of sustainable design standards in the base Zoning Code to choose from?

- Yes, develop a simple, understandable menu that focuses on most impactful design features while providing flexibility for developers to choose what works best
- Group menu items into different categories (energy, water, transportation, waste, materials, etc.)
- Options should have the greatest impact on climate and the smallest impact on costs

Should a wider menu of TDM strategies be included?

- Yes. All developments should earn points for TDM design features
- Tie parking reductions to TDM measures that reduce demand for travel by single-occupancy vehicles
- Update the Traffic Impact Analysis (TIA) process and mitigation requirements to work complement TDM and parking reductions in the Zoning Code

Summary of City Division Feedback
None

Summary of Community Conversation Feedback
The pre-event survey and the polling at the beginning of the meeting indicated strong support for a menu of sustainable design options. However, a handful of attendees expressed confusion about whether the menu would be required or optional and were less supportive of the menu when it was clarified that the menu would be required as part of the base Zoning Code. They expressed concerns that the menu would make development more complicated and add to the cost of construction.

Other attendees expressed overall support for the menu regardless of whether it was required or optional. They supported giving developers flexibility to accommodate different sites and developers' needs, encouraged the menu to provide the greatest number of points for the most impactful features, and to consider long-term housing affordability, including savings on monthly utility bills from installing energy-efficiency features upfront.
Attendees expressed interest in learning more about what the menu would look like.

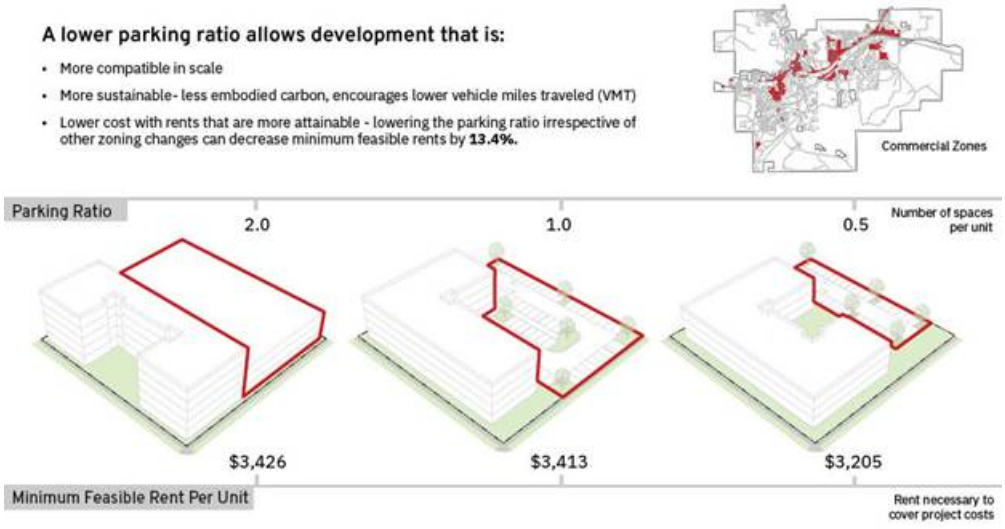
Next Steps
Staff will relay to the consultant team that there is support to explore what the menu could look like, focusing on the items with the greatest potential to reduce greenhouse gas emissions, enhance climate resilience, and minimize impacts on costs (upfront costs and potential for long-term cost savings), particularly in relation to other code changes that could lower development costs (such as increasing density and reducing parking requirements). This includes TDM items.

Staff will direct the consultant to also explore ways to streamline the development process and identify any development regulations that could be removed or made easier.

4. Parking
Do you support moving forward with parking reductions?

Background Information
On-site parking reductions are in line with recent Arizona state law, which already limits parking requirements in specific circumstances. For example, cities cannot require parking spaces for Accessory Dwelling Units (ADUs), nor can they require more than 1 parking space per unit for middle housing (up to a fourplex).

The image below shows the potential impacts of reducing required parking in commercial zones from 2.0 spaces per unit to 0.5 spaces per unit. In this model, the number of units stays the same across each example, but the building footprint gets smaller, and the building height decreases from 4 to 3 stories as the parking decreases. Reducing parking reduces the amount of land and infrastructure needed for parking, thereby providing more land area for housing and open space, and potentially lowering the monthly rent.



Original Staff Recommendation

- Yes, on-site parking requirements should be reduced to 1-1.5 spaces per unit.
    - Parking requirements should not be eliminated yet.
- More dramatic on-site parking reductions may be appropriate for transit-oriented development (TOD) located near the permanent transit network
- Explore future on-site parking reductions once we have a better understanding of the impacts of all of the code changes, including reducing minimum on-site parking requirements

Summary of City Division Feedback
Economic Vitality indicated that tourists' parking needs in certain areas should be considered.

Fire stated that adequate parking should be provided to meet the needs of development to reduce obstructions to emergency response, particularly in areas with high tourist and non-resident activity.

Public Works stated that people will vote with their feet and will choose to live where the amount of parking or residential density suits them.

Water Services and Fire were concerned that a reduction in available parking may lead to increased illegal parking.

Summary of Community Conversation Feedback
Based on the pre-event survey, and the polling and comments during the meeting, the community is supportive of reducing parking requirements. Many commenters acknowledged that a reduction in parking is not the same as eliminating parking. There was also consensus that we have a housing crisis, not a parking crisis.

There was general acknowledgment that parking is not free. There were comments made about õunbundling' the cost of parking from the cost of housing. There is support for the idea that parking, and the costs associated with providing it, should be optional for residents, just as residents should have more choice in housing that suits their needs/lifestyle. There was also discussion about the large amount of land that parking occupies and that the land would be better used for housing, parks, and open space, and that parking requirements can be a barrier to adaptive reuse projects.

There was support for implementing parking maximums in lieu of reduced parking minimums, although a few commentors favored keeping, but reducing, parking minimums. Comments also supported allowing developers to provide the amount of parking they think they need, which would allow them to deliver more housing and use land more efficiently. There was general support for using the public right-of-way to meet more parking needs, including through curb management and parking management districts.
There was some concern about the impact of reduced parking requirements on short-term rentals, primarily in single-family in neighborhoods.

Next Steps
Staff will relay to the consultant team that there is support for reducing parking requirements and that the consultant team should explore implementing maximum parking requirements in addition to lowering parking minimums. The outcomes of the reduced street width and winter parking ordinance decision points will need to be considered when making the final code recommendations for parking.

5. Street Widths
Do you support developing a strategy and outlining a process for creating a narrower local street design option?

Background Information
Narrower residential streets can have several benefits, including the following:

- Increasing safety by reducing car speeds and making roads safer and more pleasant for everyone who lives in the neighborhood

- Providing more land for housing
- Reducing the costs of development associated with building streets

Original Staff Recommendation

- Yes, reduce street widths. At a minimum, reduce current Right of Way (ROW) width by 3', from 57' to 54'
- Explore creative ways to reduce ROW widths. For example, allow an alternative street standard (such 48' or narrower) to support higher-density single-family developments, including attached townhomes
- Consider how preserve our historic downtown streets

Summary of City Division Feedback
Fire states that the following minimum dimensions must be maintained:

- Code requires 20' of unobstructed roadway
- To accommodate on-street parking, additional width is required:
  - 26' - 32': Allows for parking along one side of roadway
  - 32' +: Allows for parking on both sides of roadway
- If a street includes a median, it must provide two unobstructed roadways, each 20' wide minimum, to meet fire access requirements.
- A street with no median can accommodate both directions of travel within a single 20' unobstructed roadway, without compromising emergency response or operations

For PROSE, it is critical to consider how parkways will be used for snow storage.

Public Works can accept 20' of unobstructed roadway if on-street parking isn't included. Public Works has concerns about reductions in residential street widths because smaller roadways require smaller equipment. Further, everything has to fit in the ROW, including trash cans, parking, snow storage, and sidewalks, etc. If a street is too narrow with on-street parking, then trash trucks and snow plows can't get through. Only Highway User Revenue Fund (HURF) funding is available for streets maintenance; it is important to pay attention to funding sources and their limitations.

Summary of Community Conversation Feedback
Based on the pre-event survey and comments during the event, the community is supportive of reduced street widths, due to safety concerns of wide streets, and the need for more land for housing. The community is very aware of the challenges surrounding snow plowing and trash pick-up in neighborhoods and wants to maintain sufficient space for all activities in the ROW.
There were comments about ensuring there is enough room to accommodate emergency service vehicles, how parkways are helpful places to store snow, and how narrower streets and parkways both contribute to road safety.

Next Steps
Staff will relay to the consultant team that community sentiment around reduced street widths is positive as long as we can figure out how to accommodate on-street parking, snow, and access for emergency vehicles, snow ploughing, and trash pickup operations. Staff will ask the consultant to explore reductions in the standard residential street cross-section, as well as options for alternatives, such as for attached townhomes and higher-density development along historic downtown streets.

The outcomes of the on-site parking and winter parking ordinance decision points will need to be considered when making the final code recommendations for reduced street widths.

6. Winter Parking
Do you support developing a strategy and outlining a process for replacing the current Winter Parking Ordinance?

Original Staff Recommendation

- Yes. People should be able to park on residential streets even during snow events
- Any changes to the Winter Parking Ordinance will need to consider impacts to other City divisions' staff time and capacity. For example, staff time could be saved if there is no longer a need to enforce the Winter Parking Ordinance
- We need to change our expectations as a community around snow plowing, especially as Flagstaff grows

Summary of City Division Feedback
Fire does not anticipate negative impacts from implementing alternative or odd-even parking restrictions to allow parking on only one side of the street for snow removal or from limiting parking only during officially declared snow accumulation events. Fire has concerns that designating certain streets for snow removal could limit emergency access, cause delays, or negatively impact public safety services in unplowed areas.

PROSE echoed the need to have a conversation about community expectations around snow plowing.

Public Works indicated there are many pros and cons to the different options that impact staffing and equipment needs, and wondered if better forecasting tools anticipate snow plowing operations. They stated that any change to the Winter Parking Ordinance would require increased outreach and education. They also stated it is important to match community expectations with reality. For example, if the goal is to have more walkable neighborhoods, City resources should prioritize shoveling sidewalks (they currently prioritize plowing roads).

Summary of Community Conversation Feedback
Based on the pre-event survey, and the polling and comments at the event, the community is very supportive of revising the winter parking ordinance. There was support for exploring different options for winter parking, such as parking on one side of the street and having winter parking restrictions apply only during declared snow events, especially since weather forecasting technology is better than it used to be.

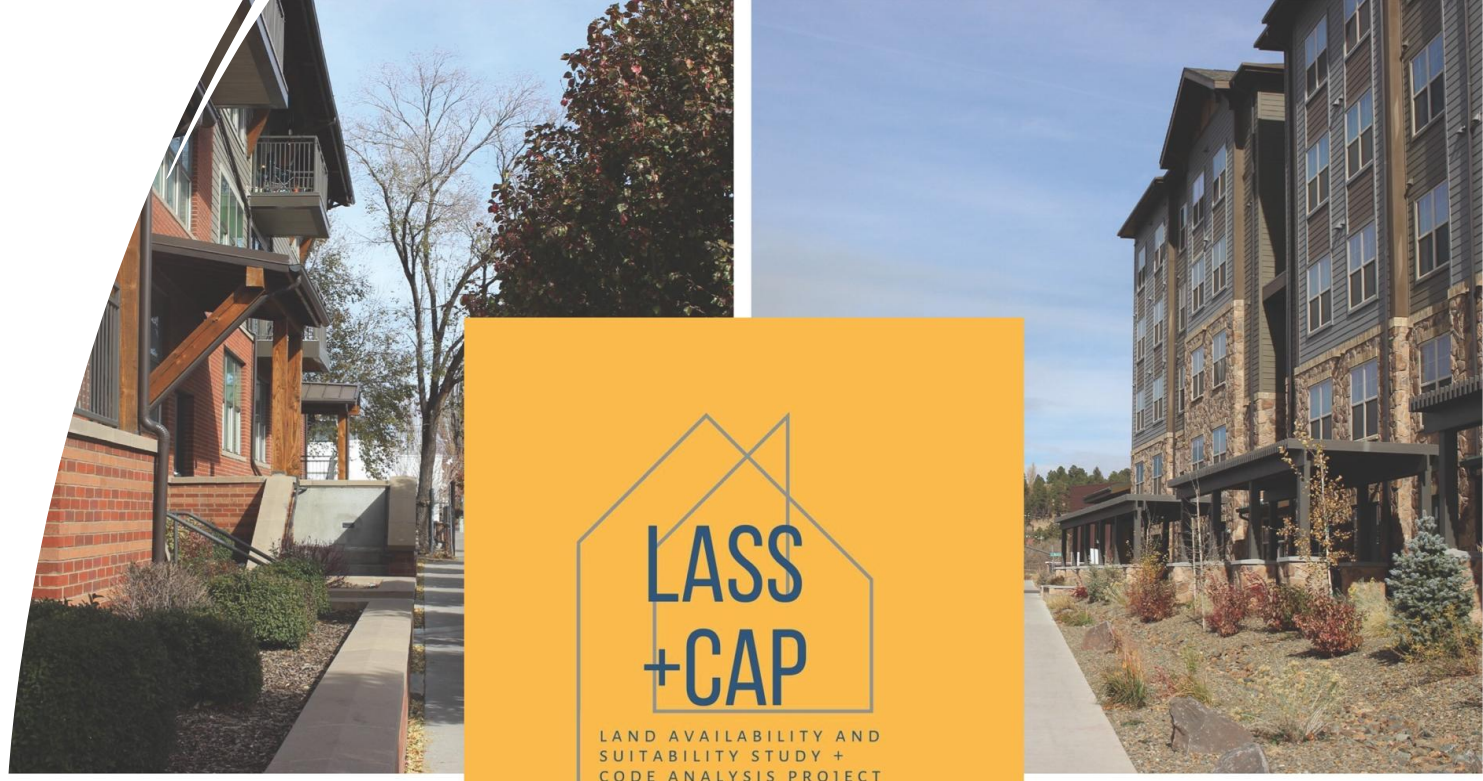
The community acknowledged that winter parking is tied to the narrower street width and reduced parking decision points, and that we may see fewer snow events each year in the future. However, some attendees expressed concerns about the impact of snowplay crowds on city streets, providing access to emergency vehicles, and keeping sidewalks clear. There was no clear consensus on having different rules for different parts of town.

Next Steps
Staff will relay to the consultant team that community sentiment around revising the winter parking ordinance is positive as long as we can figure out how to accommodate on-street parking, snow, and access for emergency vehicles, snow plowing, and trash pickup operations. Staff will ask the consultant to explore different options for revising the ordinance. Final code recommendations for the winter parking ordinance will need to be considered in tandem with decisions about reducing parking and street widths.

Attachments: Presentation
Community Conversation notes

Code Concepts Final Recommendations

August 26, 2025



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LAND AVAILABILITY AND SUITABILITY STUDY + CODE ANALYSIS PROJECT

CITY OF FLAGSTAFF

CODE ANALYSIS PROJECT–
CODE CONCEPTS REPORT

Presentation Overview + Goals

- Seek Council direction and confirmation on next steps for 6 decision points related to:
  1. Density
  2. Floor area ratio (FAR) caps
  3. Menu of sustainable development options
  4. Parking
  5. Street widths
  6. Winter Parking Ordinance
- Based on Council's direction, staff will direct the consultant team to recommend specific code amendments to update core development standards and incentives

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City Housing and Climate Goals

The 10-Year Housing Plan aims to reduce the affordable housing need in our community by half over the next ten years through two elements:

1. Impact at least 6,000 low-to-moderate income Flagstaff residents through a combination of unit creation or subsidy provision
2. 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

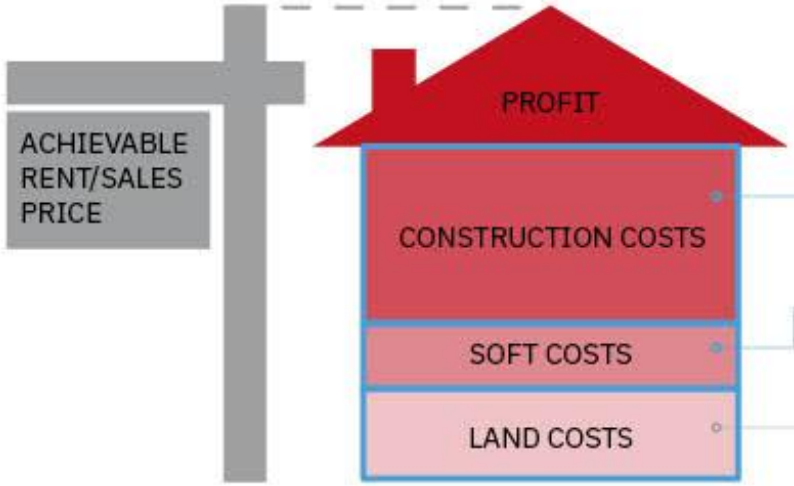
The Carbon Neutrality Plan has three primary goals:

1. Achieve carbon neutrality by 2030 through a 44% reduction in greenhouse gas emissions
2. Prepare Flagstaff's communities, systems, and resources to be more resilient to climate change impacts
3. Address climate change in a manner that prioritizes those most impacted and ensures the costs and benefits of climate adaptation and mitigation are equitably distributed

Zoning and Housing Costs: Opportunities and Limitations

What is Economically Feasible Housing and What Role Does Zoning Play?

- Housing will only be built if a project is economically feasible – said another way, when expected revenue (from rents or sales) covers all the costs and yields an acceptable profit, a project will get built. If a project is not feasible, the market will not respond.
- While zoning can impact the cost of development, it is only one aspect impacting overall project costs. If labor and construction costs or interest rates are high, zoning changes alone, while significant and worthwhile, may not result in affordable rents/sales prices.



What can zoning impact?

Some building types are more expensive to construct than others due to building code requirements. Lower parking requirements can enable a lower cost construction type or influence unit size.

Zoning can reduce the amount of permitting fees or shorten review timelines and increase review certainty.

Zoning can allow a developer to spread land costs across more units. Land prices respond to the potential value of development.

Outreach and Engagement: City Commissions & Partners

1. Sustainability Commission
2. Planning and Zoning Commission
3. Housing Commission
4. Transportation Commission
5. Heritage Preservation Commission
6. Commission on Inclusion and Adaptive Living
7. Commission on Diversity Awareness
8. MetroPlan Technical Advisory Committee
8. MetroPlan Executive Board
9. Mountain Line Transit Advisory Committee
10. Mountain Line Board of Directors
11. Flagstaff Chamber of Commerce
12. Economic Collaborative of Northern Arizona (ECONA)
13. Friends of Flagstaff's Future (F3)
14. Northern Arizona Climate Change Alliance (NAZCCA)

Outreach and Engagement: Community Conversation

- 80 attendees
  - Developers, current and former City Council members, Flagstaff community, sustainability, climate, economic development, and housing advocates, Realtors, City staff, and members from City Commissions
- Robust discussion on each of the 6 decision points
- Feedback from outreach and engagement, including from the Community Conversation, incorporated into recommended next steps



Decision Point 1

Density

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Where and how should we increase density?

Should by-right density increases be limited to areas where people tend to drive less?

Do we want to increase density allowances for only affordable housing projects or all housing?

Community Conversation Themes

Density



- General support for increasing density citywide, especially near public transit
- General support for more affordable units and diverse housing types, including rental and ownership
- Desire to simply development processes to make it easier to build higher density and support a broader mix of housing
  - Support for increasing density in the ER (Estate Residential) and RR (Rural Residential) zones without going through a rezoning process
  - Discussion about whether increasing density by itself will drastically increase new housing, or if density increases need to be paired with other tools to ensure housing affordability and housing diversity
- Concerns about infrastructure costs and fire risks for development in forested areas

Next Steps

Density



With Council's support, staff will direct the consultant to explore:

- Examine base density increases for all zoning districts excluding the R1N zone
- Model the benefits of increasing density within the RR zone
- Focus the highest density projects in areas that are supported by transit and other multimodal facilities

Staff will work to simplify the rezoning process by developing a Planned Area Development (PAD) or Planned Unit Development (PUD) to provide greater flexibility to develop large land holdings and potentially encourage a greater range of housing opportunities

Decision Point 2

Floor area ratio (FAR) caps

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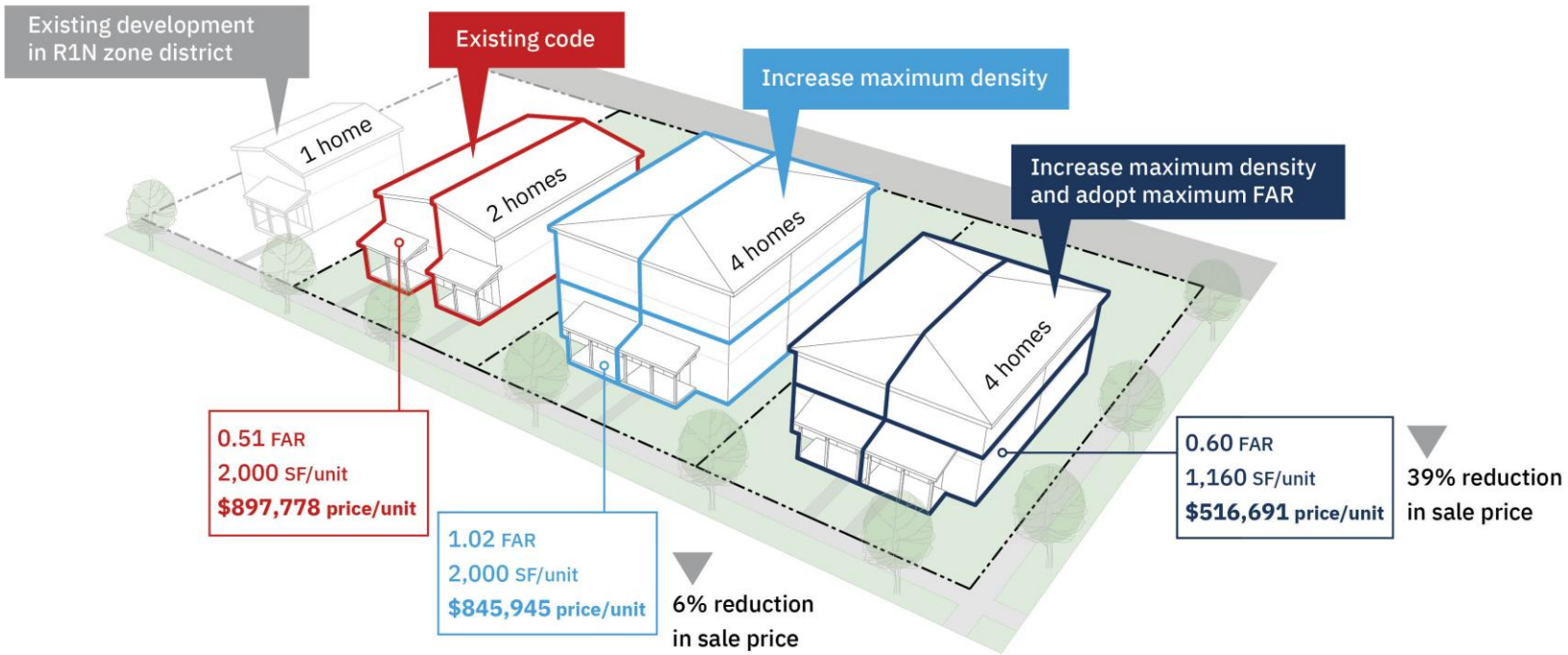
Do you support managing the intensity of residential land uses with floor area ratio (FAR) caps?

How FAR and density maximums work together

Maximum density (units per acre) and maximum FAR (floor area ratio), are tools that:

- Encourage development of more housing units
- Influence the minimum feasible sales/rental prices and advance City goals of more attainable housing
- Promote compatible scale (height and building footprint) with existing character of a zone



Community Conversation Themes

Floor area ratio (FAR) caps

- Interest in how FAR could help support development of smaller unit sizes, especially if density increases
- Desire for a better explanation (including visual examples) of how FAR could work, especially in relation to density, lot coverage, and bedroom density
- Concern that FAR may make development more complicated
- Questions about how FAR impacts different development types and sizes, and how FAR would work in neighborhoods that are already built

Next Steps

Q2: FAR

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With Council's support, staff will direct the consultant to explore:

- The use of FAR caps in zones with the highest density allowances, including the R1N zone
- How to calibrate FAR caps to each individual zone, and for large and small parcels
- How lot coverage and FAR may work together in some zones, and how FAR may replace lot coverage in others
- How FAR may work in tandem with the maximum bedroom density for very large developments

Decision Point 3

Menu of Sustainability Options

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Do you support creating a menu of sustainable design options for developers to choose from?

Should a wider menu of Transportation Demand Management (TDM) strategies be included in this menu?

Community Conversation Themes

Menu of Sustainability Options

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- Strong support for a menu in general, but less so if it is required
- Some concerns about a menu making development more complicated and increasing construction costs
- Support for a menu giving developers flexibility to accommodate site constraints and developers' needs
- Support for menu items that are the most impactful in reducing greenhouse gas emissions and least impactful on upfront costs
- Support for considering items that promote long-term housing affordability, including savings on monthly utility bills

Next Steps

Menu of Sustainability Options

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With Council's support, staff will direct the consultant to explore:

- What the menu could look like
- Focus on the items, including TDM, with the greatest potential to reduce greenhouse gas emissions, enhance climate resilience, and minimize impacts on costs (upfront costs and potential for long-term cost savings)
- Explore ways to streamline the development process in general and identify any development regulations that could be removed or made easier

Decision Point 4

Parking

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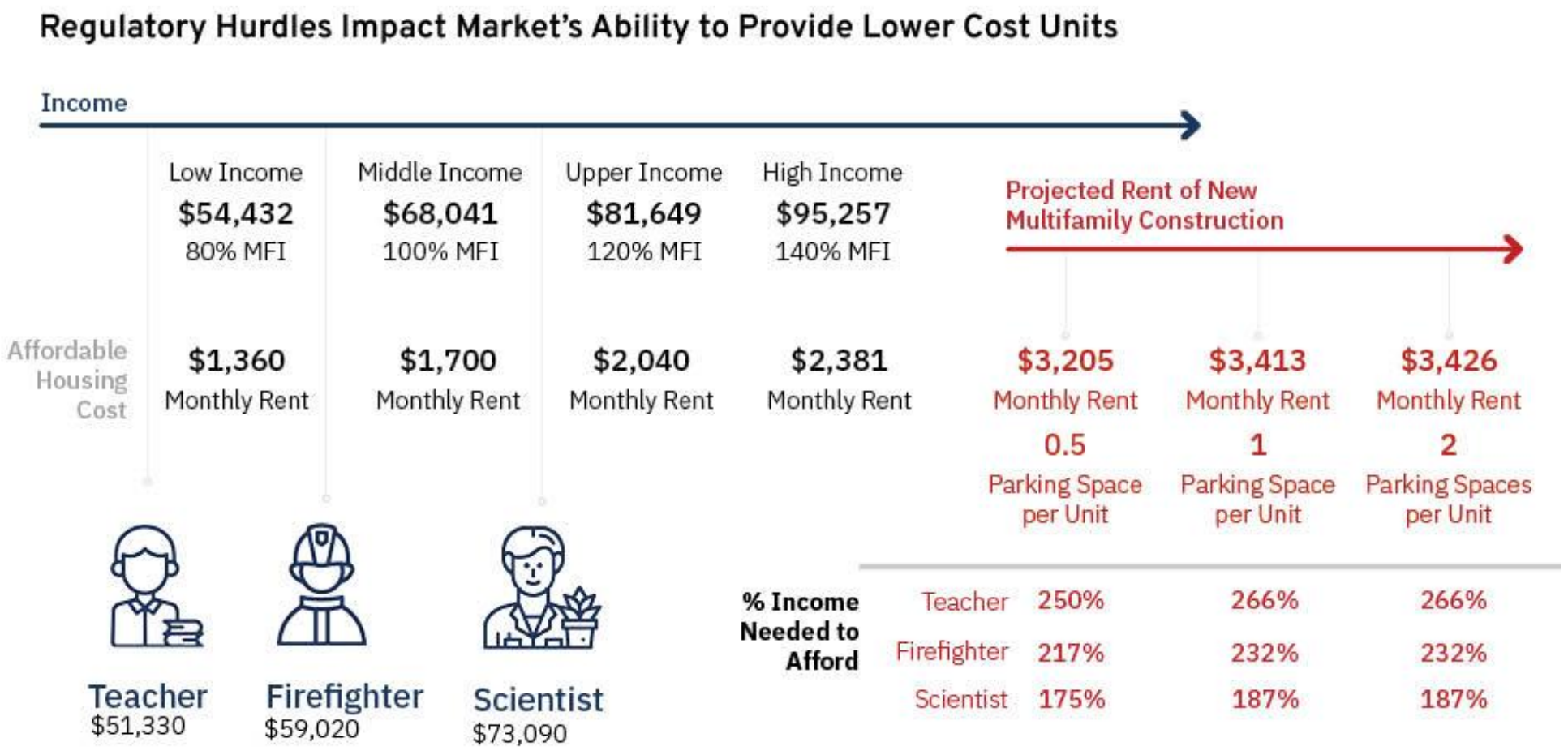
Do you support moving forward with parking reductions?

Should parking be left to the developer or the market to decide (no minimum standards)? Or should there be standards?

Should on-street parking be addressed in conjunction with reducing parking standards?

The Zoning Code and Housing Costs: Opportunities and Limitations

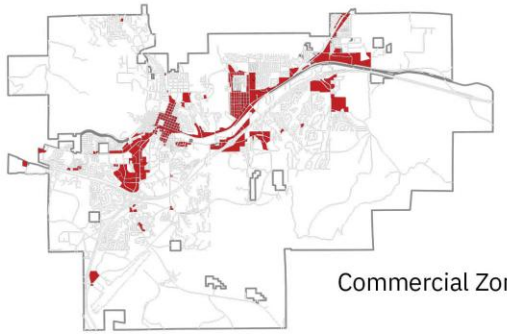


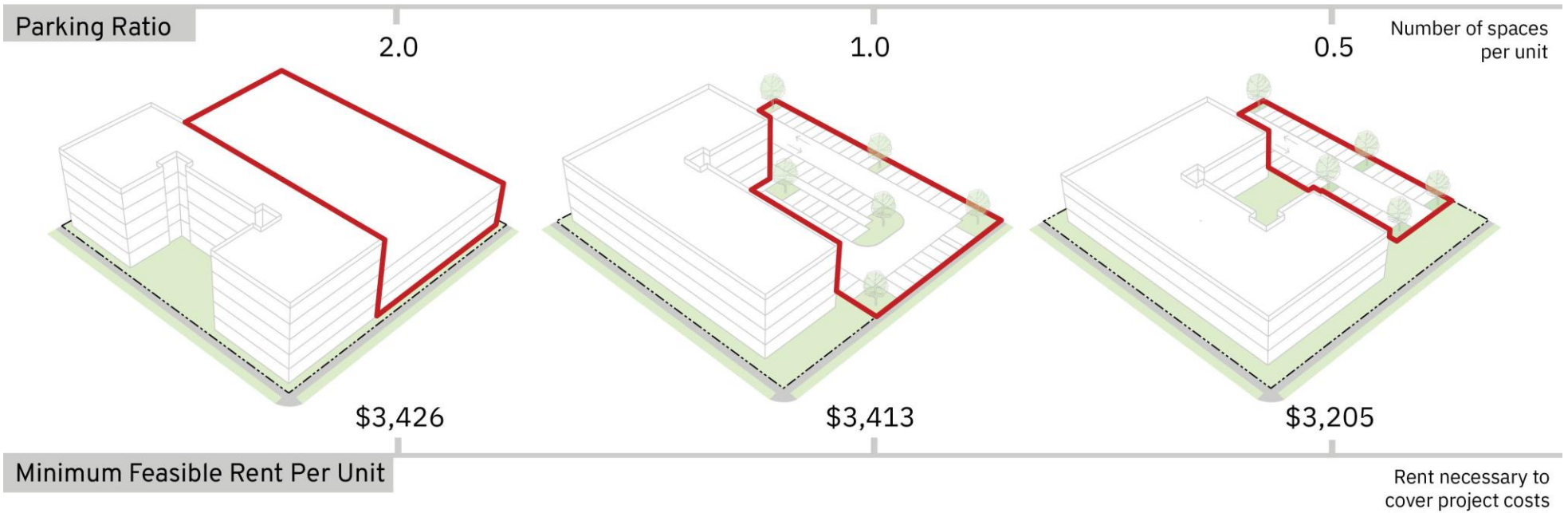
Bureau of Labor Statistics, Occupational Employment and Wage Statistics, Flagstaff, AZ May 2024, https://data.bls.gov/oes/#/area/0022380; U.S. Census Bureau, 2023: American Community Survey 5-Year Estimates Table S1901

How parking requirements impact land use, building form, and rent

A lower parking ratio allows development that is:

- More compatible in scale
- More sustainable- less embodied carbon, encourages lower vehicle miles traveled (VMT)
- Lower cost with rents that are more attainable - lowering the parking ratio irrespective of other zoning changes can decrease minimum feasible rents by **6.1%.**





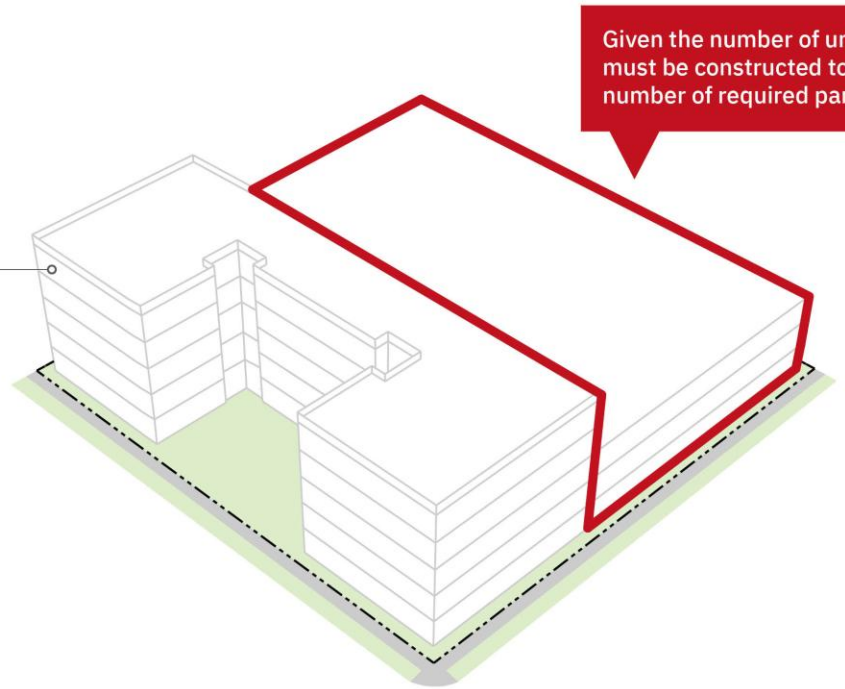
More parking can require larger building and a parking garage >> higher rent and higher emissions

50 Units Per Acre with 2 Parking Spaces per Unit

A multi-family project trying to maximize the number of units that can be developed is limited by the number of required parking spaces that must fit on the lot. This is a balancing act impacting the total number of units, project cost, and environmental outcomes.

A project with a higher parking requirement must build up to **five stories** to maximize density in order to be feasible.

Five story buildings require a concrete podium type of construction, which is significantly more expensive than four story wood frame buildings.



$3,426

Minimum feasible rent per unit

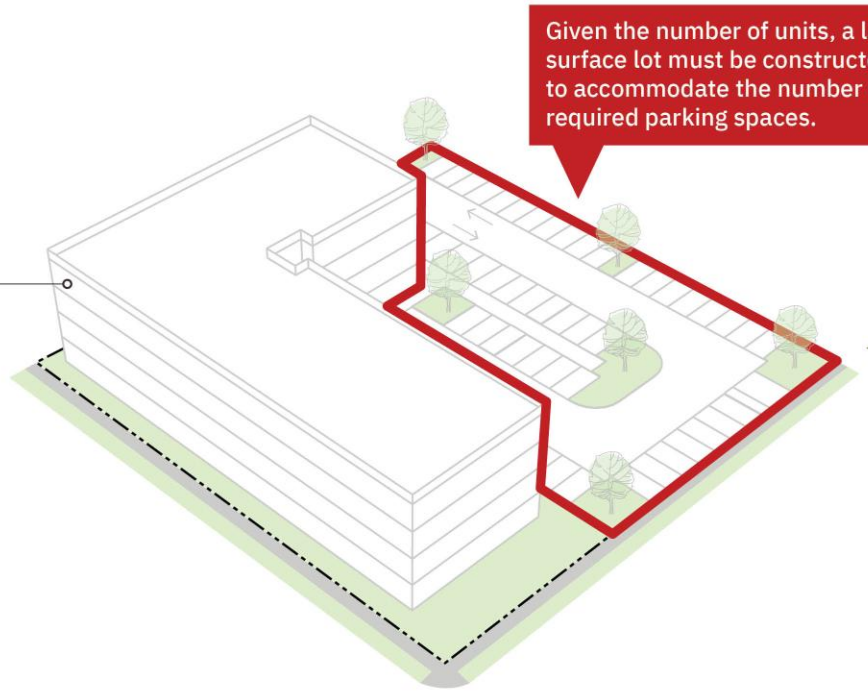
Less parking can reduce the building size >> lower monthly rent and lower emissions

50 Units Per Acre with 1 Parking Space per Unit

With a lower parking ratio, the site design shifts. Less space on the lot must be dedicated to meeting parking requirements, allowing a surface parking lot, instead of a parking garage, which lowers the cost. A development is able to maximize density in only four stories, as opposed to five stories.

A **four story** building is a wood frame construction type, which is a lower cost construction type than a five story concrete podium.

A shorter building may be more compatible with existing or typical development patterns.



$3,413

Minimum feasible rent per unit

0.4% ▼ in rents

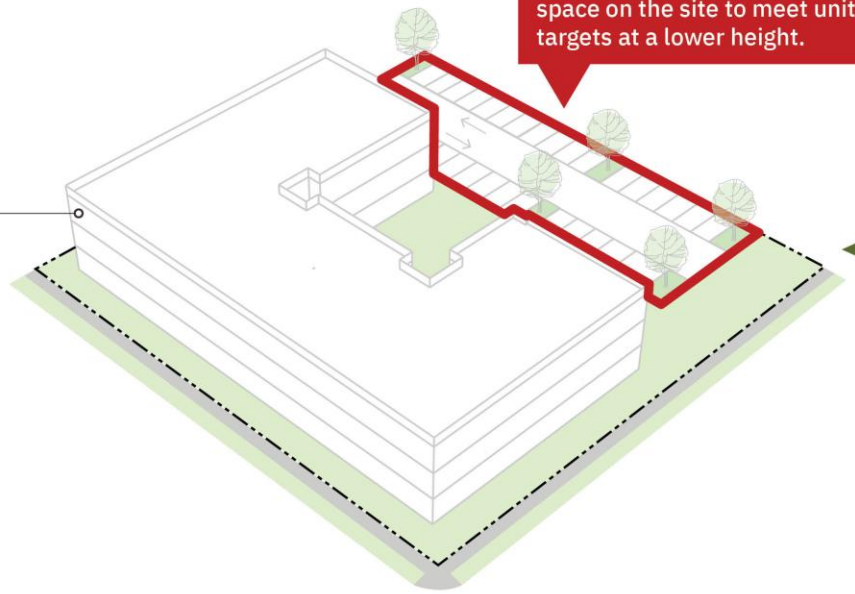
Even less parking can reduce the building size even further >> lower monthly rent and emissions, more open space

50 Units Per Acre with 0.5 Parking Space per Unit

With further reductions in the parking ratio, it is easier for a development to maximize the number of units on a site in a lower height building, which lowers the cost of construction and encourages better environmental outcomes.

A **three story** wood frame construction does not require an elevator, which lowers the cost of construction.

The massing is more compatible with existing or typical development patterns.



A lower parking ratio translates into a smaller parking lot, leaving more space on the site to meet unit number targets at a lower height.

A smaller surface parking lot has less embodied carbon and encourages a lower VMT. It allows a more efficient site layout and potentially more open space on the lot.

$3,205

Minimum feasible rent per unit

6.1% ▼ in rents

Community Conversation Themes

Parking

- Strong support for lowering parking requirements
- Options discussed:
  - Reducing minimum requirements,
  - No requirements (allowing developers to provide the parking they need)
  - Parking maximums
- We have a housing crisis, not a parking crisis
- Parking covers a lot of land that could be used for housing and open space
- Residents should be able to choose housing where parking costs are separate from rent
- Concerns about impacts of reducing parking for short-term rentals in single family neighborhoods

Next Steps

Parking

With Council's support, staff will direct the consultant to explore:

- Lowering minimum parking requirements
- Implementing maximum parking requirements
- How parking reductions impact (and are impacted by) reducing street widths and revising the winter parking ordinance

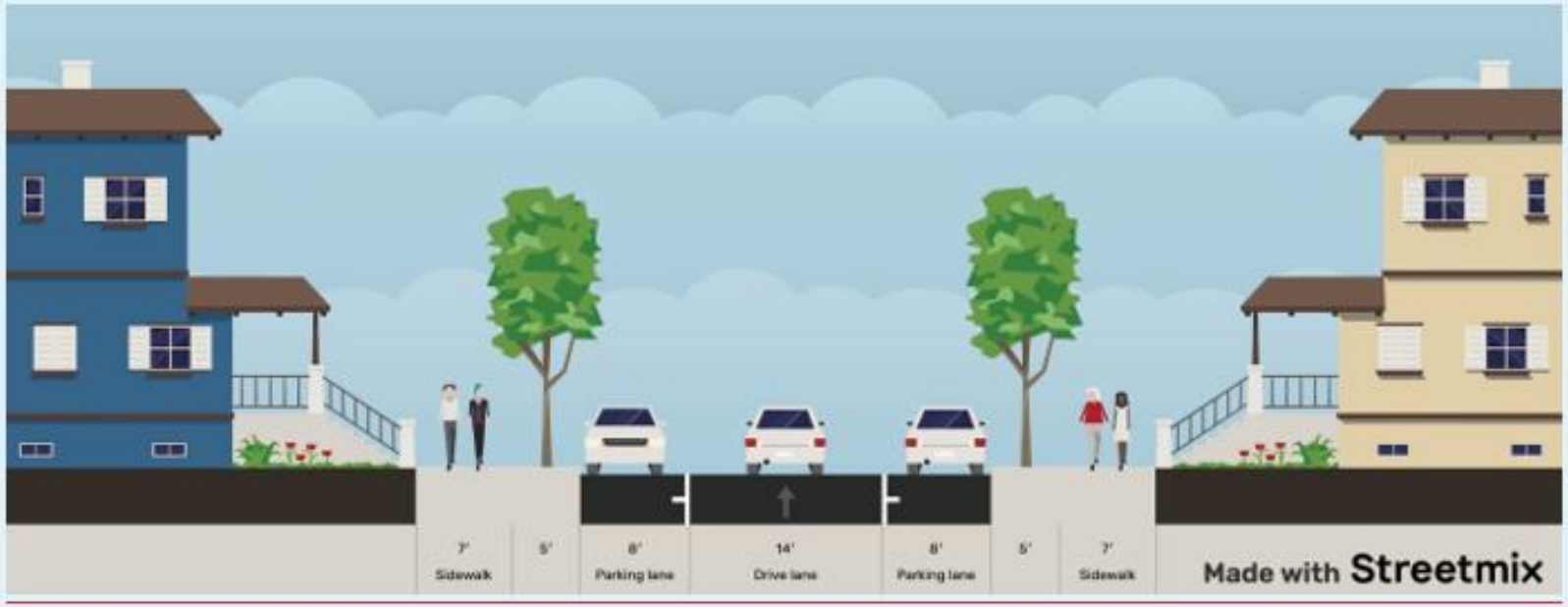
Decision Point 5

Reduced Street Widths

LASS +CAP
LAND AVAILABILITY AND SUITABILITY STUDY + CODE ANALYSIS PROJECT

Do you support developing a strategy and outlining a process for creating a narrower local street design option?

Figure 3. Concept 1, 54' ROW



- 5-foot sidewalks, both sides (plus 2-foot gutter)
- 5-foot parkways, both sides
- 14-foot travel lane (queuing for 2-way traffic)
- 6-foot parking, both sides not striped (including 2-foot curb/gutter)

Community Conversation Themes

Reduced Street Widths

- General support for reducing street widths due to safety concerns of wide streets, and the need for more land for housing
- Need enough room to accommodate emergency services, snow plow operations and storage, trash/recycle services, and on-street parking
- Parkways are helpful places to store snow and they contribute to road safety
- Reductions in street width needs to be considered in tandem with on-site parking reductions and revisions to the Winter Parking Ordinance

Next Steps

Reduced Street Widths

LASS +CAP
LAND AVAILABILITY AND SUITABILITY STUDY + CODE ANALYSIS PROJECT

With Council's support, staff will direct the consultant to explore:

- How to reduce street widths and accommodate on-street parking, snow, and access for emergency vehicles, snow ploughing, and trash pickup operations
- Reductions in the standard residential street cross-section
- Options for alternative street cross-sections, such as for attached townhomes and higher-density development along historic downtown streets
- How street width reductions impact (and are impacted by) reducing parking requirements and revising the Winter Parking Ordinance

Decision Point 6

Winter Parking Ordinance

LASS +CAP
LAND AVAILABILITY AND SUITABILITY STUDY + CODE ANALYSIS PROJECT

Do you support developing a strategy and outlining a process for replacing the current Winter Parking Ordinance?

Community Conversation Themes

Winter Parking Ordinance

LASS +CAP
LAND AVAILABILITY AND SUITABILITY STUDY + CODE ANALYSIS PROJECT

- General support for revising the Winter Parking Ordinance and exploring different options for winter parking, such as parking on one side of the street and having winter parking restrictions apply only during declared snow events
- Winter parking is tied to the narrower street width and reduced parking decision points,
- Parking from snowplay visitors is a concern, but we may see fewer snow events each year in the future with climate change
- Revising the Winter Parking Ordinance needs to be considered in tandem with on-site parking reductions and street width reductions

Next Steps

Winter Parking Ordinance

LASS +CAP
LAND AVAILABILITY AND SUITABILITY STUDY + CODE ANALYSIS PROJECT

With Council's support, staff will direct the consultant to explore:

- Different options for revising the Ordinance
- How to revise the Winter Parking Ordinance and accommodate on-street parking, snow, and access for emergency vehicles, snow ploughing, and trash pickup operations
- How revising the Ordinance impacts (and is impacted by) reducing parking requirements and street widths

Next Steps

- Finalize the Code Concepts report based on City Council direction
- Research and prepare recommendations for specific code amendments
- Preparation and adoption of code amendments



Extra Slides

- Just if needed…

Scenario 1: Anticipated Housing and Climate Outcomes

10-Year Housing Plan: Moderate Impact		Carbon Neutrality Plan: Low Impact	
Abundant Housing Supply	Low	Community Resilience, Health & Safety	Moderate
Diversity of Housing Types	Moderate	Sustainable Transportation Networks and Neighborhoods	Low
Lower Cost Market Rate Housing Production	Low	Electric Mobility	Low
Income-Restricted Affordable Housing Production	High	Energy	Low
Mixed-Use Development and Neighborhoods	Low	Waste and Water	Low
Infill Development and Compact Land Use Patterns	Moderate	Healthy Forests and Carbon Dioxide Removal	Moderate
Equity and Fair Housing	Moderate		

Scenario 2: Anticipated Housing and Climate Outcomes

10-Year Housing Plan: High Impact		Carbon Neutrality Plan: High Impact	
Abundant Housing Supply	Moderate	Community Resilience, Health & Safety	Moderate
Diversity of Housing Types	High	Sustainable Transportation Networks and Neighborhoods	High
Lower Cost Market Rate Housing Production	High	Electric Mobility	High
Income-Restricted Affordable Housing Production	Low	Energy	High
Mixed-Use Development & Neighborhoods	High	Waste and Water	High
Infill Development and Compact Land Use Patterns	High	Healthy Forests & Carbon Dioxide Removal	Moderate
Equity and Fair Housing	High		

Scenario 3: Anticipated Housing and Climate Outcomes

10-Year Housing Plan: High Impact		Carbon Neutrality Plan: Moderate Impact	
Abundant Housing Supply	High	Community Resilience, Health & Safety	Moderate
Diversity of Housing Types	High	Sustainable Transportation Networks and Neighborhoods	High
Lower Cost Market Rate Housing Production	Moderate	Electric Mobility	Moderate
Income-Restricted Affordable Housing Production	Low	Energy	Moderate
Mixed-Use Development & Neighborhoods	High	Waste and Water	Moderate
Infill Development and Compact Land Use Patterns	High	Healthy Forests & Carbon Dioxide Removal	Moderate
Equity and Fair Housing	High		

Analysis considered carbon emissions associated with site development, construction, and operation of the buildings over a 30-year timespan in a multifamily development in the HR zone:

- **Embodied Carbon Emissions**. Cumulative emissions associated with building materials, their replacements, and with landscape maintenance.
- **Electricity Emissions**. Cumulative emissions associated with the energy use from the electrical grid.
- **Fossil Fuel Emissions**. Cumulative emissions associated with onsite fossil fuel use.
- **Refrigerant Emissions**. Cumulative emissions associated with the refrigerant use in the building services.
- **Biogenic Carbon Storage**. Sequestered emissions from building structure and landscape planting.
- **Avoided Energy Emissions**. Avoided emissions from onsite energy generation in excess of use.

Floor Area Ratio

Floor Area Ratio regulates the total size of a building (all floors) in relation to the total size of the development site.

Parcel Size	.5 FAR	.8 FAR	.9 FAR	1.2 FAR	1.8 FAR
6,000 sf	3,000 sf	4,800 sf	5,400 sf	7,200 sf	10,800 sf
7,500 sf	3,750	6,000	6,750	9,000	13,500
10,000 sf	5,000	8,000	9,000	12,000	18,000
14,000 sf	7,000	11,200	12,600	16,800	25,000
23,000 sf	11,500	18,400	20,700	27,600	41,400
35,000 sf	17,500	28,000	31,500	42,000	63,000

Lot Coverage regulates only the footprint of a building in relation to the total size of the development site.

Maximum Floor Area Ratio by Zone

Scenario	R1			MR			HR			CB			CC-HC-CS		
	B	S	A	B	S	A	B	S	A	B	S	A	B	S	A
Existing Code	--	--	--	--	--	--	--	--	--	--	--	--	2.5	2.5	2.5
Scenario 1	--	--	--	--	--	--	--	--	--	--	--	--	2.5	2.5	2.5
Scenario 2	0.5	0.7	0.9	0.8	1.1	1.2	0.9	1.1	1.3	1.8	2.0	2.2	1.2	1.4	1.8
Scenario 3	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

B = By-Right; **S** = Sustainable Incentive Projects; **A** = Affordable Incentive Projects

Facilitation Report

Community Conversation on reaching the City's housing and climate goals

June 13, 2025

Perspectives represented:

Developers, current City Council members, Flagstaff community members representing several different neighborhoods, income levels, and lived experiences, Students, Sustainability, Climate and Housing advocates, Realtors, Emergency Response, City staff, Former City Council members, members from City Commissions (Planning, Housing, Sustainability, Inclusion and Adaptive Living, Heritage Preservation, and others).

Keynote Points and Questions

Main points from Shane Phillips' presentation that seemed to resonate with the community, as his presentation was referenced about eight times through the course of the day.

- Do something; change is unavoidable; do not let the perfect be the enemy of the good.
- We are here for the community, for those who are in need of attainable housing.
- In Flagstaff, we have demand and demand can be harnessed to find solutions.
- Demand for housing does not go away just because we don't build new homes. If we don't create a relief valve by building new homes, then price becomes the relief valve. We preserve the built environment, but we lose many of the people who made it a community in the first place.
- Housing demand mostly comes from within the community.
- New buildings 'pull people up' into higher quality homes, loosening pressure across the market, which helps stabilize rent and prices across the market.
- More compact housing has lower emissions and a lower per-unit development cost for infrastructure, which costs less for the taxpayer.
- We won't get beautiful buildings if we don't also get ugly buildings.
- Building inward is safer, it prevents sprawl and housing damage from the wildfires we know are going to happen.
- More housing, more diverse, more infill.
- Our communities will not be hurt by more people.
- We do not have a parking crisis – we have a housing crisis.

Community questions to Shane and responses:

- What about water concerns with more housing? Density can increase while water consumption goes down, statistics of LA population doubling while water consumption went down. Reduced individual lawns.

- How can we build with the workforce in mind? Think about housing and economic development and jobs all together. We need both.
- How to manage infill development costs on limited city budget? Building roads, water pipelines, transit, other infrastructure, etc, would be streamlined. Infill development could help with deferred maintenance in the City that there may not have been funding to fix otherwise.
- How to make affordable housing for people with disabilities / consider the aging population? If affordable, subsidies need to come in somewhere. Design with some units as accessible, example ground floor units.
- "New development does not pay for itself", is that true? If it is true, how can we change that because not building more homes is not an option.
- What about parking minimums? We are paying for free parking in many ways, costs go into rent and housing prices. *Flagstaff does not have a parking crisis, it has a housing crisis*. Parking is an amenity. Has human effects - story of a person opening a daycare in DC in a childcare desert, was not able to open b/c city required 15 parking spaces but there was a 17 space requirement.
- Flagstaff compared to Telluride? % of people coming from other places is high in Flagstaff. It leaves a City with more options to accept this reality.
- Mixed use? If things people do are integrated together, it brings people together. Developers don't always know what they are doing regarding commercial property. City needs to provide guidance, and not force commercial into places where they may not succeed.

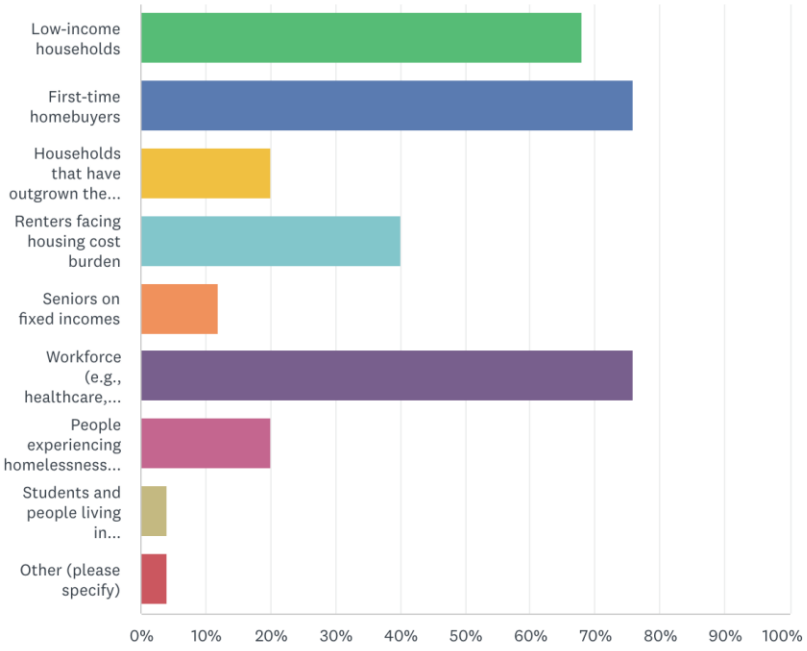
Format

Attendees were asked to fill out a pre-event survey; the results of which were shared with the audience during the relevant decision point. At the beginning of the discussion of each decision point, attendees were asked to raise their hands if they loved it, could live with it, or if they had concerns. Attendees were given the opportunity to provide comments. The pre-survey responses, polling results, and summary of discussion points are presented with each decision point.

Pre-Survey Question: Who Needs Housing?

Which groups do you believe are most impacted by the lack of attainable and affordable housing in Flagstaff? (select up to 3, but please no more than 3 or we will not be able to use your response)

Answered: 25 Skipped: 0



Community Responses to the 6 decision points

Decision Point 1

Where and how should we increase density?

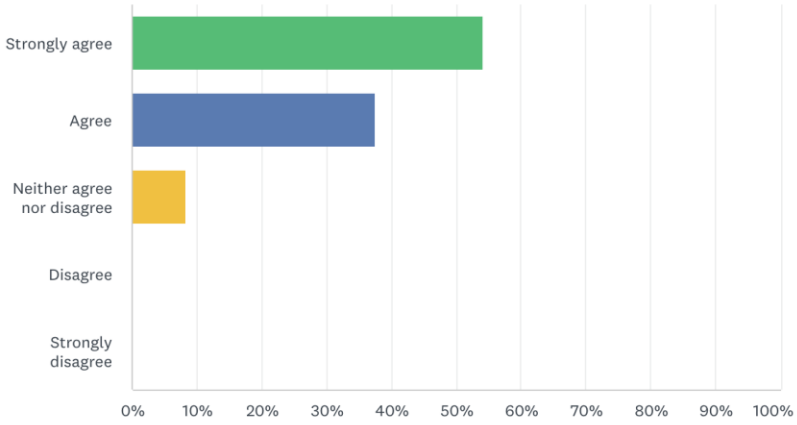
Should by-right density increases be limited to areas where people tend to drive less?

Do we want to increase density allowances for only affordable housing projects or all housing?

Pre-Event Survey Responses:

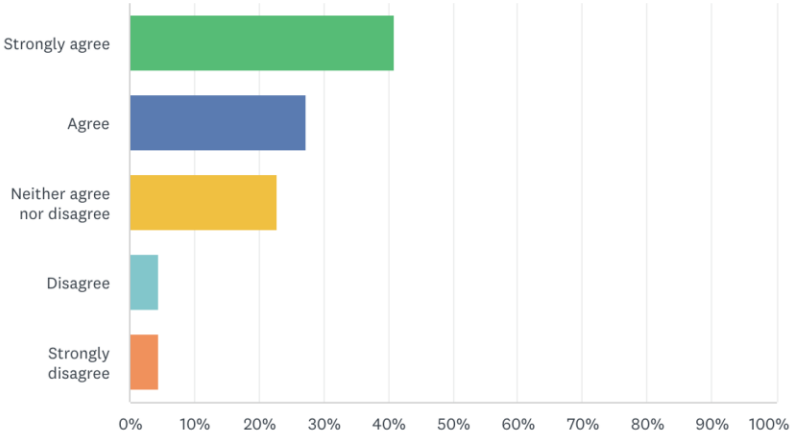
Do you support increasing the housing supply, particularly in areas where people tend to drive less?

Answered: 24 Skipped: 1



Do you support enhancing the current Affordable Housing Incentive Policy with additional regulatory and/or financial incentives?

Answered: 22 Skipped: 3



In-person Poll: Results

- Love it: many participants
- Live with it: some participants
- Concerns: some participants

Discussion Topics:

- Why not increase the density RR and ER, in addition to increasing density in other
- Not all parcels in the R1 zone are the same. Things need to be adjusted for context.
- Density allowance for affordable housing; separate temporary and permanent housing.

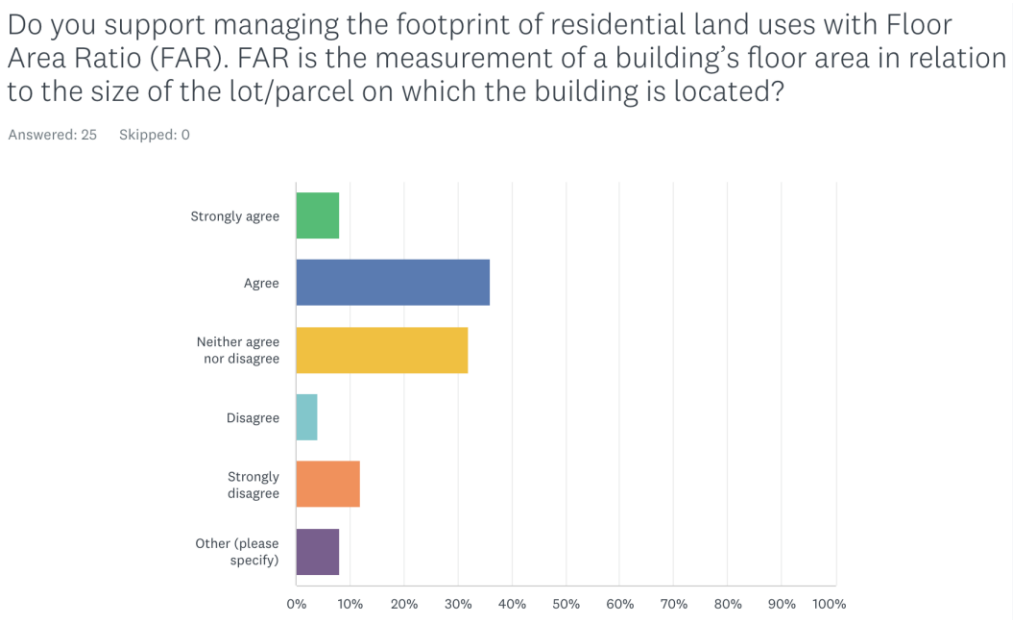
- Even if we increase density, we might not get the product we want (smaller homes that are more affordable). We also need to encourage product choices – developers should build more and smaller units.
- Students cannot afford to live in Flagstaff.
- More density is the right direction. Could go further.
- RR. We don't like to go through rezone (it can take 19 months). We can change from 350 to 1900 units if RR density increases now. Already have a rezone part to build high-density multi family units.
- Suggest that the developer builds smaller units.
- Agree on more density and accessibility to Mountain Line, along with an increase in routes frequency.
- We are not seeing house prices going down. It is concerning about new development pushing price higher. When can we see that density can help drive prices down?
- Fire concern with density.
- We need to think about what's missing. How do we get the product we want? FAR is a way to do it. Now the smaller houses still cost a lot.
- If we're not building for lowest income residents, then who are we building housing for?
- Developer: RR and ER. New lot, townhomes condos, SFH. If the RR can move to R1, we can get moving on those houses quicker.
- We live in a trailer, our landlord is old, we may soon be homeless, can't afford housing in Flagstaff.
- Flagstaff has 94% fire risk. We should reduce the density of trees. It has a direct effect on housing prices through insurance.
- What is the effect of increasing the density allowance? We are not currently hitting our density max. If we go from 6 to 10 units per acre, we may not reach max. density because of the other requirements..
- Can we move town eastwards, where there are fewer trees and there is water?
- Woody mountain site. Will do our best to not go by right. Mixed use, mixed income community. When you trigger a certain density, it will cause mixed use development.
- Life long resident, family from near Wupatki. Navajo. Trim the grass but if my neighbors don't do it, fire will get us. Protect town from fire.
- Not all neighborhoods are the same. Love to see the city to get more affordable housing in historic areas. Older ones have smaller homes, keep them affordable.

Decision 1 Summary: Broad support for increased density across zoning categories, especially to support affordable housing and reduce housing scarcity; Calls for context-sensitive zoning, especially within R1 areas and historic neighborhoods; Suggestions to prioritize transit-aligned development and allow mixed-income and mixed-use communities; Concerns raised about fire risk, displacement, and the real-world impact of density bonuses, particularly in tree-dense areas prone to wildfire.

Decision Point 2

Do you support managing the intensity of residential land uses with floor area ratio (FAR) caps?

Pre-Event Survey Response:



Initial Poll: Results

- Love it! - A few participants
- Live with it – more participants
- Concerns – some participants (less than live with it, more than love it!)

Discussion Topics:

- Making lots smaller won't guarantee smaller homes. FAR is one of the tools available to encourage smaller homes.
- Nebulous concept. What does it mean?
- Can you put into context the community character? Do you mean for single homes? Are you looking at it from a rural or urban perspective?
- FAR is the only method to influence project type.
- How to understand the issue of how many bedrooms and how this impacts FAR.
- Is there a way to depict FAR visually, or using photos?
- FAR is about changing up the intensity of a building footprint (lot coverage ratio). If you are a developer, if you treated one bedroom units differently than five bedroom units, you could make more money. Trying to build a tool to increase density, but still want to manage intensity of development. Could offset bedroom densities.
- Presidio was touted to be small homes, but what happened was large homes on small lots. How did this happen? How could FAR affect that?

- . Just did a walking tour of Townsite. FAR can be used to manage the size of the building. There is awesome density in Townsite, because units are smaller.
- With some density, 35% of lot coverage feels like 85%. With FAR, things that are not included - elevator shafts, parking. As things are added, the building gets bigger. Better to bring more people in through affordable housing.
- Do not add FAR on to development requirements.

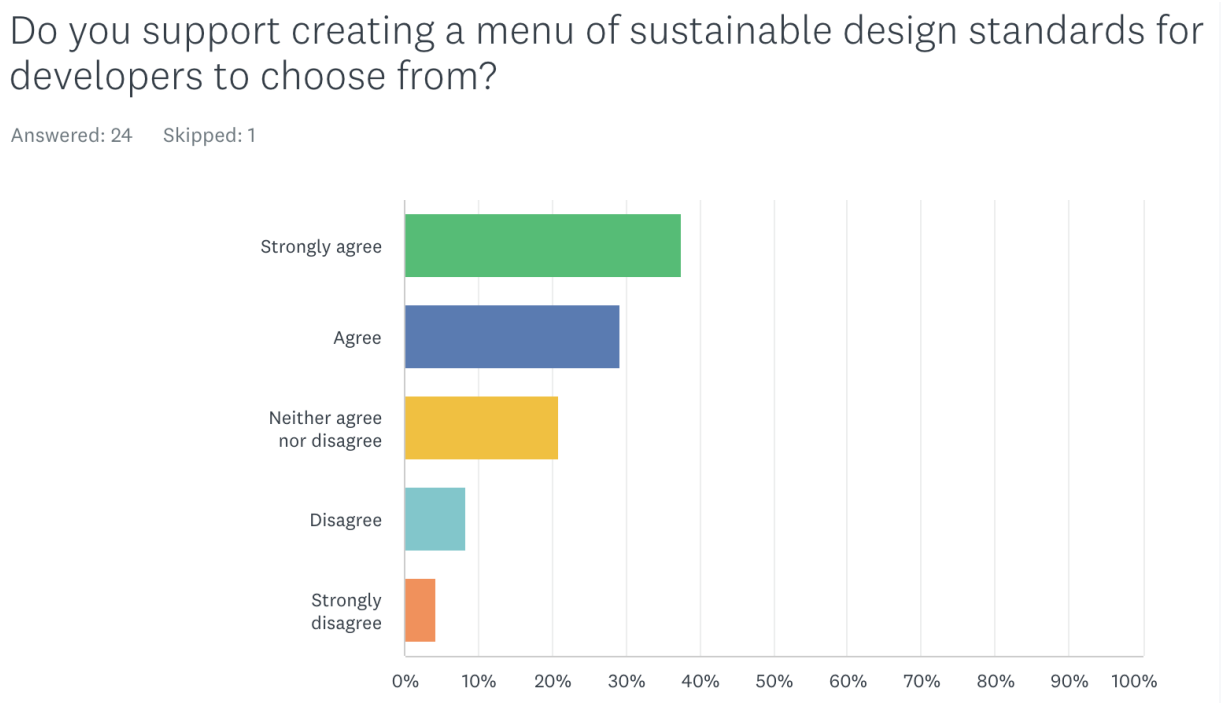
Decision 2 Summary: FAR is not well understood by many community members; more visuals and education are needed. Some participants recognized its utility in regulating building mass and encouraging smaller units. Others expressed concerns about stacked development impacts and requested flexibility in application.

Decision Point 3

Do you support creating a menu of sustainable design options for developers to choose from?

Should a wider menu of Transportation Demand Management (TDM) strategies be included in this menu?

Pre-Event Survey Response:



Initial Poll: Results

- Support a menu?
    - Love it! – Almost all participants
    - Live with it – a few participants
    - Concerns – very few participants
- TDM?

- Love it! – Almost all participants
- Live with it – a few participants
- Concerns – very few participants

Discussion Topics:

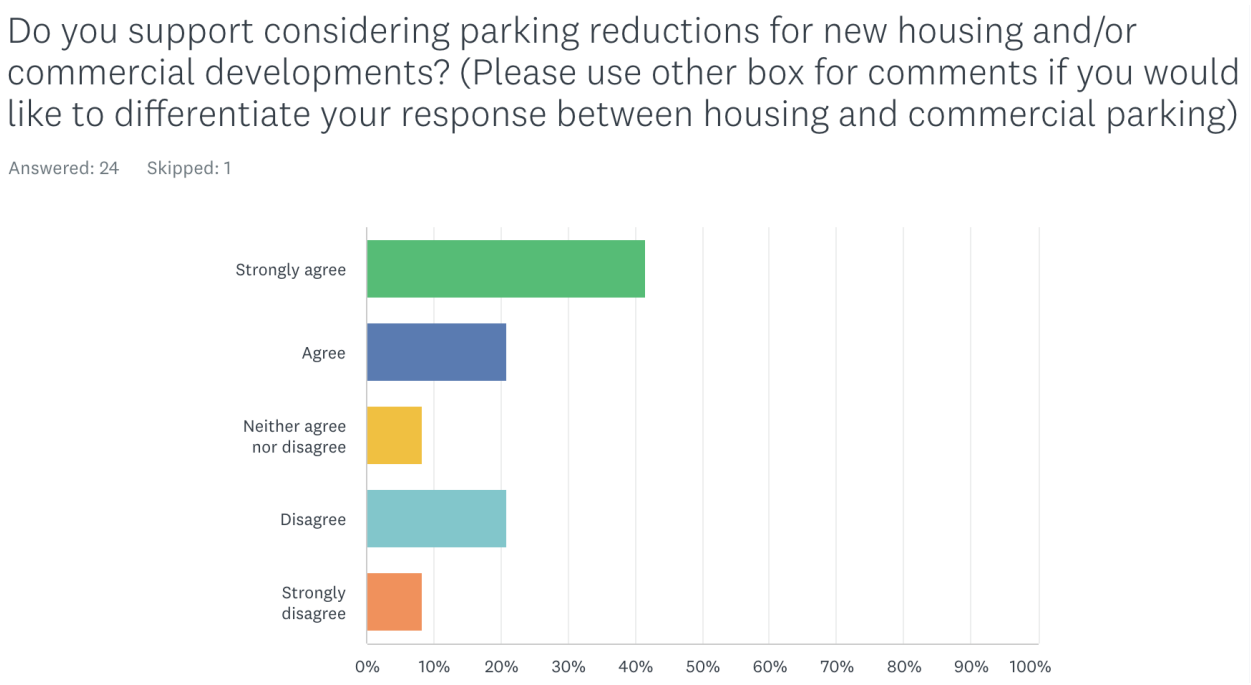
- Concern that renewable energy is unreliable, especially during snow storms.
- Give the developers the ability to choose. TDM: give credit.
- I have built solar homes. It is doable.
- Consider the total cost of ownership? Low income people find it hard to pay utilities. Highly energy efficient, low monthly utility costs buildings are really important. . Find out what the effects are on costs. What's the monthly cost for utility? Knowing this offers economic leverage.
- Options in the sustainability menu should have the greatest impact on climate and the smallest impacts on costs. Are extra points given for energy?
- I like mandating utility bills in disclosure. High density housing has separate meters.
- It wasn't clear when we voted whether the menu was optional or required. When required, it makes it harder for developers.
- It is not clear what you are asking. There should be less regulations to make more housing.
- It makes no difference if a utility is expensive or not. People care about housing prices. Newer buildings are already energy efficient.
- This adds the cost and is unclear. We need to look at how to get more housing.
- Was the project manager for an all-electric, sustainable building. Having a menu to choose form is good because it gives developers flexibility to pick and choose what works for them and their site.

Decision 3 Summary. Feedback emphasized the need to clarify whether sustainability features are required or optional. Stakeholders were split on mandates: some cited the value of reduced utility costs, while others warned against rising housing costs due to green building requirements. Support existed for TDM credits and greater transparency around the impact of utility design on affordability.

Decision Point 4

Do you support moving forward with parking reductions?
Should parking be left to the developer or the market to decide (no minimum standards)? Or should there be standards?
Should on-street parking be addressed in conjunction with reducing parking standards?

Pre-Event Survey Response:



Initial Poll: Results

- Love it! – Most participants
- Live with it – a few participants
- Concerns – a few participants

Discussion Topics:

- Let developer and development decide. Downtown development cannot get parking spots.
- Unintended consequences - I'm in a single family neighborhood, my neighbors have five people parking in front of the house.
- Go further, parking requirements are antiquated – they lead to parking lots instead of density. Use land instead for for parks and open space. Developers will put in what they need – this is a lot less than we think it is. If we want to eliminate a parking requirement, we could have the developer submit a parking plan so we know there will be some parking.
- Need two incomes. Need two vehicle spots to get to work.
- French fries analogy. Parking requirements is the same. Some people like french fries, some don't. Some people have no cars, some have 5 cars, there is no one size fits all. Can we talk about parking maximums? High costs are due to parking minimums. People should not have to subsidize parking.
- To park what is in this room now, we would need 21,000 sq ft. We need spaces for our cars everywhere we go (home, shops), which leads to a larger space than my house.
- Somebody has to pay for parking requirements. It's not free. How are we transporting ourselves through life? Why not rideshare?People like to drive. We have to be realistic. We can't control people by getting rid of parking. Long term implications.

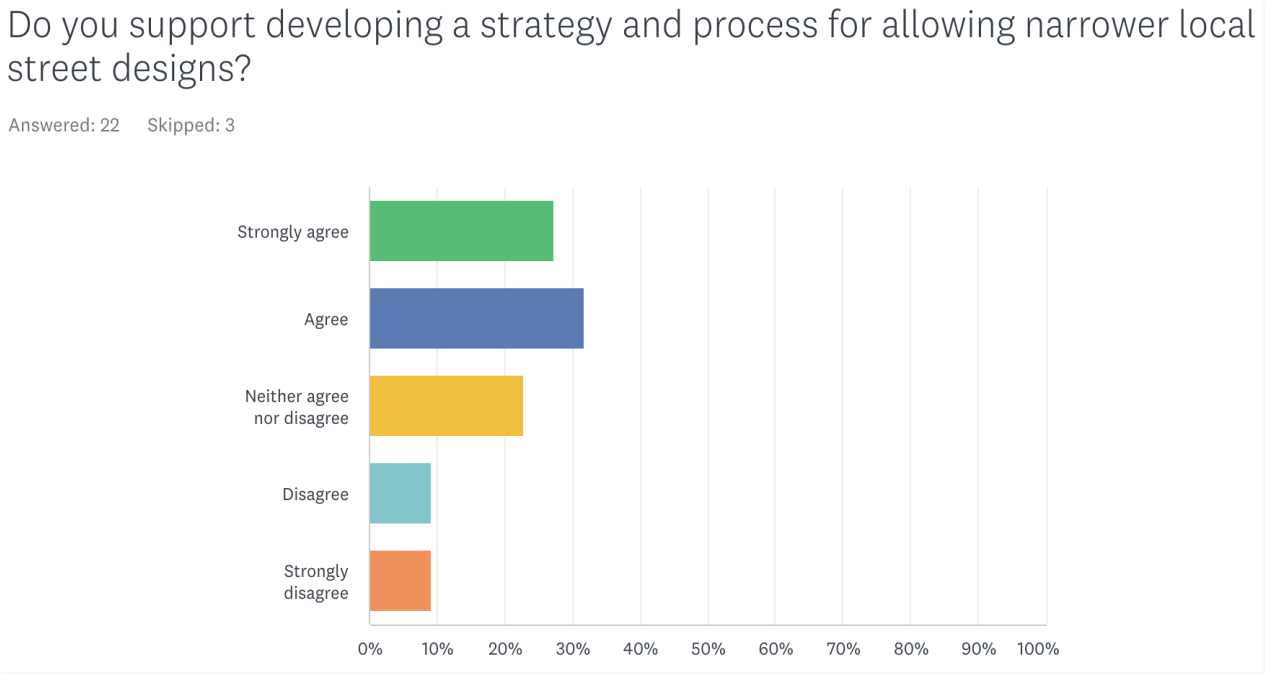
- Developer. Visited WA, MT, UT. Designed communities for amenities for people to be able to walk or ride their bike. There is a different way to design.
- Multi family project - Tempe, culdesac. 700 units, less than 50 parking spots. Transit is right there. There are really creative things that are changing things. Outside of Atlanta GA, people checked out rental cars through a ride share program. New things are coming out. Move past designing things the way things used to be.
- There is a short-term rental house next to me that is advertised as sleeping 16 people. When we do have short term rentals, they have a lot of cars, which affects full time residents.We need to reduce parking. We have to do something to get to the density. Reducing requirements is the right direction. Will help with adaptive reuse strategies. This isn't saying this is a free for all. It's reducing the requirements – mitigates some of the harm from no parking.
- We should eliminate parking requirements. Cars at NAU get towed and booted all the time and people learn to deal with it.
- Can we have enforcement of existing parking requirements?
- Parking requirements are causal to less vehicle ownership. This is what the research has shown.
- Supportive, but don't eliminate parking everywhere. Council received a call from a resident who lives downtown, but has nowhere to put their car. Elimination is appropriate in some places, but it is a problem when people have no place to park.
- I have trouble dealing with the next three points without taking them together. If we reduce parking, reduce street size, and winter ordinances we will still not get away from not having cars.
- We are not getting rid of parking. There will be parking. It just won't be mandated. Ex. Sacramento, changed from minimum requirement to maximum. Things can be handled through curb management. Families need garages.
- If want to eliminate the parking requirement, ask developers to submit a parking plan.
- What about having the option of charging the units for their parking space? Person leading or selling the condo pays the cost.
- Reduced parking does not go far enough. Consider the draining and flooding problems that come with parking lots.
- We are building homes with three car garages. Can we build a multimodal community so we are not wasting space on parking spots?
- Could no parking requirements create an unintended consequence? How do we get a socially optimal way of not having a minimum? The intent of reductions is really important.
- Perception vs reality is real: we have way too much parking.
- Eliminate the parking minimum. If there is demand for more parking than people will put in more parking.
- Seen cases where we wouldn't know who will be using the parking. It's a hard thing to put a number on. The private sector knows how much parking they need. Support parking maximum approach.

Decision 4 Summary: Most, but not all, comments were favorable to reducing parking requirements, but there was mixed feedback on the approach. Some favored reducing minimums, while others favored eliminating minimums in favor of market-based or developer-driven parking decisions. Others warned about spillover effects in residential areas and short-term rentals increasing demand. Emerging consensus to explore parking maximums and more flexible approaches. Interest in integrating parking policy with climate and land use goals.

Decision Point 5

Do you support developing a strategy and outlining a process for creating a narrower local street design option?

Pre-Event Survey Response:



Initial Poll: Results

- Love it! – Most participants
- Okay with it – A few participants
- Concerns – A few participants

Discussion Topics:

- A new development has narrower streets. Wider lanes increase injury. Reducing lane size slows traffic.
- Wider streets make traffic faster. Not having parking on one side to make bikers safer.
- Snow plowing issue. No room to get around.
- Where to put snow? Keep in mind snow storage on streets and sidewalks.
- Can we purchase smaller emergency equipment?

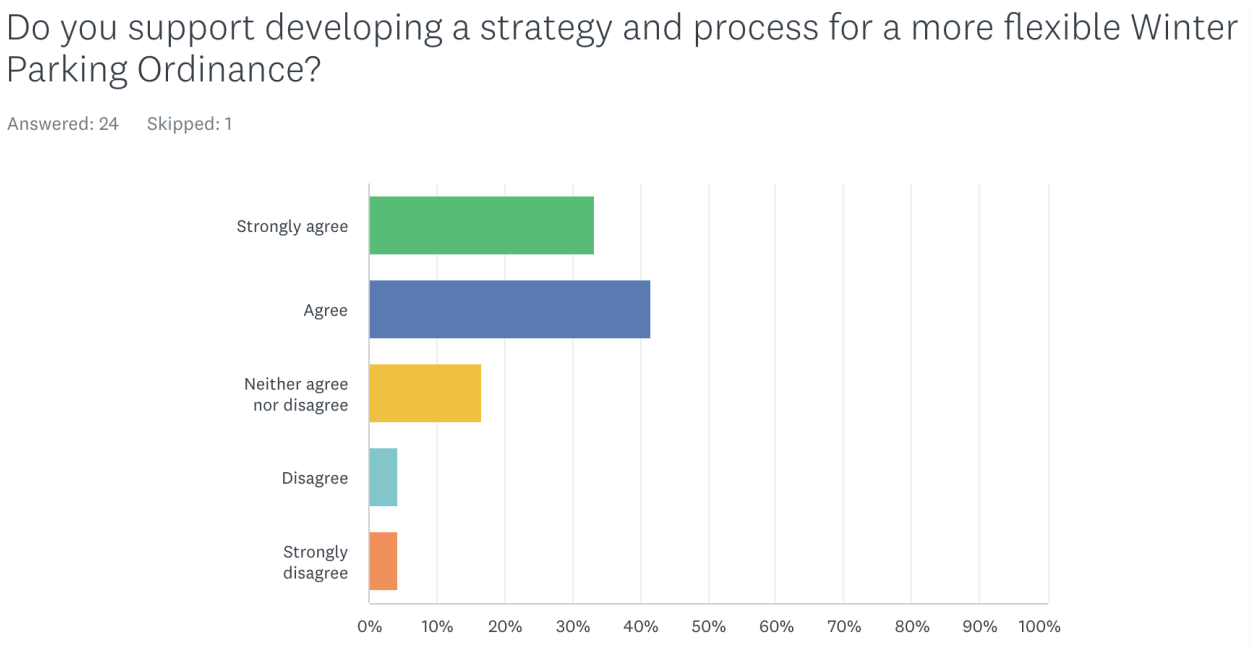
- Flagstaff has been using smaller vehicles for the past 2 decades. However, for structural firefighting, the equipment is as efficient as can be.
- When we talk about street widths, we're talking about new development. Let's encourage maximum flexibility to provide solutions for those developers. If they can get it done with 40', then there are cost savings that can be used for other things.
- The smaller the roadsize, the better. But, we still need to provide enough room for emergency services.
- Narrow streets are important to roadway safety goals, so is the parkway. Let's be more creative than just reducing by 3'. That won't bring the savings we need for housing – we should go farther.
- Comply with ADA. This is the right direction.
- Can parking spots be used for snow storage?
- We are in a special place today, making decisions about the future of flagstaff that are affecting residents generations from now. We don't know what the future holds, but we know it will be different. This is the tension in the room. Analogy: we want to lose weight. We do not want to dismiss every option because we want to have our cake and eat it too. We want to get on the scale and see change. Thinking 50 years out, maybe Flagstaff will not have snow? What is the opportunity cost for the future?

Decision 5 Summary: General support for narrower street design in new developments to calm traffic and reduce injury risks. Strong emphasis on snow removal logistics, emergency response, and ADA compliance. Encouraged designing for maximum flexibility and context-based trade-offs.

Decision Point 6

Do you support developing a strategy and outlining a process for replacing the current Winter Parking Ordinance?

Pre-Event Survey Response:



Initial Poll: Results

- Love it! – Almost all participants
- Okay with it – A few participants
- Concerns – Very few participants

Discussion Topics:

- Before moving to Flagstaff, I lived in Chicago. You had to shovel out your space and put a cone in it to save it. The street is the place where cars live. If we reduce parking for residential and commercial, we need a place for people to park. But please take the width of the road into consideration and have enough room for emergency response.
- We need to take all three decision points on parking and road width together and consider how they interact. My goal is to see that we have a set of parking ordinances that are consistent across the city year-round. Odd/even sides of the street?
- Snow removal ordinances are not enforced. It is dangerous for children and people with disabilities.
- There is a lot of pressure on the west side. When snow comes, Phoenix comes. There is not enough parking.
- Winter ordinance could be more nimble. In Mason City, Iowa, they decided the ordinance would be enacted when needed. We have more and more predictability of when snow is coming. If Mason City IA could do this 12 years ago, Flag should be able to do it.
- Ensure we have place to put cars when they can't park on street. A City lot? Somewhere.
- If we decide to remove winter parking ordinance, we can't have RVs park on street all winter, like they are all summer.
- Winter is a lonely time because the snow plow comes around and puts a berm and I cannot leave the house.

Decision 6 Summary. Participants called for a more adaptive, responsive winter parking policy. Concerns included street and emergency access during snow, berms blocking driveways, and lack of enforcement. Suggested odd/even parking strategies, designated snow storage areas, and community lots for overflow. Raised the need for consistent ordinances citywide and recognition of climate shifts.

Closing

- Decision pt 1: let's go, let's increase; heard let's go further. Increase density and affordable housing. Go forth everywhere.
    - Except: not all areas are the same. Older neighborhoods. Do scatter site permanently affordable houses. Let's keep smaller homes in older communities affordable.
    - Would like more information from staff before decisions are made on increasing density in zoning districts. Justification for not increasing density, you create an R1. Appetite for increasing density.
- Decision pt. 2: FAR. technical topic, City needs to be able to better present the topic.
- Decision pt. 3: Menu of Sustainable Design Options
    - Lots of support in the pre-meeting survey and in-meeting polling, but some concerns about it being required
    - We should explain what those menu choices might be and what could be removed to reduce regulations in other places
- Decision pt. 4:
    - We are on the right path to reducing parking, and maybe we're not going far enough. Staff could go further
- Decision pt 5: Street widths
    - Mixed feedback – depends on on-street parking and how we manage the winter parking ordinance. Need to keep our sidewalks clear and accommodate emergency vehicles. If we can do that, we can narrow our streets.
- Decision pt. 6: Winter Parking
    - Need to keep emergency access and keep sidewalks clear.

- Other comments on decision points:
    - We are in a climate crisis. Let's move fast.
    - Need to consider short term rental and second homes stock.
    - Housing is critical, we need to keep in mind that we cannot focus on one segment of the housing market. We need diversity, allowing people to move up. Create a housing price issue. People are driving in from far distances in gas cars. Also adds to climate issue.
    - Good to hear developer perspectives. Dark sky city. High density required lighting.
    - Climate perspective locally: Thank you Mountain Line. This should be the new building standard for the city. If we have a wildfire, it will cost $2B. Serious threat to our community. Very real thing that we need to build a future in Flagstaff.

    - Word bank at the beginning. Many words about nature. Will we have a menu of resilience options? Are we upzoning?

Next steps to stay with the City on this process.

- City Council August 26th
- Give consultant the final direction for code recommendations
- Invitation to help in drafting code.

Conclusion

- Strong calls to "go further" with density increases, especially for affordable and workforce housing.
- Recognition that historic neighborhoods need preservation of smaller, more affordable units.
- Acknowledged need for more technical clarity from staff, particularly on FAR and zoning impacts.
- Renewed emphasis on Flagstaff's climate emergency and how future development must be resilient.
- Appreciation expressed for developer and sustainability perspectives, and the interdependence of housing and climate goals.
- Call to consider short-term rentals, second homes, and housing ladder progression in solutions.
- Encouraged continued engagement and transparency from the City as code changes move forward.

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