

CITY COUNCIL REGULAR MEETING AGENDA

REGULAR COUNCIL MEETING
TUESDAY
FEBRUARY 3, 2026

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

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

PUBLIC COMMENT

Verbal public comments not related to items appearing on the posted agenda may be provided during the "Open Call to the Public" at the beginning and end of the meeting and may only be provided in person.

Verbal public comments related to items appearing on the posted agenda may be given in person or online and will be taken at the time the item is discussed.

To provide online verbal comment on an item that appears on the posted agenda, use the link below.

[ONLINE VERBAL PUBLIC COMMENT](#)

Written comments may be submitted to publiccomment@flagstaffaz.gov. All comments submitted via email will be considered written comments and will be documented in the record as such.

1. CALL TO ORDER

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. ROLL CALL

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

MAYOR DAGGETT
VICE MAYOR 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 Minutes:** City Council Regular Meeting of January 6, 2026, Special Meeting/Executive Session of January 6, 2026, Special Meeting/Executive Session of January 13, 2026, City Council Work Session January 13, 2026, Special Meeting/Executive Session of January 20, 2026.

STAFF RECOMMENDED ACTION:

Approve the minutes of the City Council Regular Meeting of January 6, 2026, Special Meeting/Executive Session of January 6, 2026, Special Meeting/Executive Session of January 13, 2026, City Council Work Session January 13, 2026, Special Meeting/Executive Session of January 20, 2026.

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:** The 100th Anniversary of Black History Month

STAFF RECOMMENDED ACTION:

Read and present the Proclamation.

- B. **Proclamation:** Career & Technical Education Month

Read and present the Proclamation.

7. COUNCIL LIAISON REPORTS

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: Indigenous Commission

STAFF RECOMMENDED ACTION:

1. Councilmember Garcia make one appointment.

B. Consideration of Appointments: Audit Committee

STAFF RECOMMENDED ACTION:

1. Vice Mayor to make one appointment.

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.

STAFF RECOMMENDED ACTION:

Approve the Consent Agenda as posted.

A. Consideration and Ratification: Letter of Support for the Grand Canyon National Park Airport's Terminal Renovation Project

STAFF RECOMMENDED ACTION:

Retroactively approve the letter of support.

B. Consideration and Ratification of Letter of Support: Letter of Support for SB1064 (Appropriation, U.S. Route 66; improvements)

STAFF RECOMMENDED ACTION:

Retroactively approve the letter of support.

C. Consideration and Approval of Contract: Approve Amendment(s) to the Custodial Services Contract(s) with Pinnacle Janitorial, Inc. dba Pinnacle Building Services ("Pinnacle") to reflect the City of Flagstaff 2026 Minimum Wage Adjustment.

STAFF RECOMMENDED ACTION:

1. Approve the Fourth Amendment to the City-Wide Custodial Services Contract with Pinnacle to reflect the 2026 Minimum Wage Adjustment; and
2. Approve the Second Amendment to the Airport Custodial Services Contract with Pinnacle to reflect the 2026 Minimum Wage Adjustment; and
3. Authorize the City Manager to execute the necessary documents.

- D. Consideration and Ratification of Contract:** Ratification of the \$33,836 Amendment to the Order Form for the Contract with Placer Labs, Inc. for Placer.ai data analytics software bringing the total contract amount to \$129,240.

STAFF RECOMMENDED ACTION:

1. Ratify the \$33,836 Amendment to the Order Form for the Contract with Placer Labs, Inc. for Placer.ai data analytics software bringing the total contract amount to \$129,240; and
2. Authorize the City Manager to execute all necessary documents.

10. ROUTINE ITEMS

- A. Consideration and Adoption of Resolution No. 2026-03 and Ordinance No. 2026-01:** 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-23-00134 - Sign Standards" and an Ordinance of the City Council of the City of Flagstaff, Coconino County, Arizona, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code.

STAFF RECOMMENDED ACTION:

1. Adopt Resolution No. 2026-03
2. Read Ordinance No. 2026-01 by title only for the final time
3. City Clerk reads Ordinance No. 2026-01 by title only (if approved above)
4. Adopt Ordinance No. 2026-01

- B. Consideration and Approval of Cooperative Purchase Contract:** cooperative purchase contract with CS Construction, Inc. for Construction Services at the Woody Mountain Rd. and West Route 66 Traffic Signal Project ("the Project") in the amount of \$574,500.00.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with CS Construction, Inc. ("Contractor") for Construction Services in the amount of \$574,500.00 and a contract time of (150) calendar days;
2. Approve a contract allowance of \$43,087.50, which is 7.5% of the Cooperative Purchase Contract amount;
3. Approve Change Order Authority to the City Manager in the amount of \$57,450.00 (10% of the contract amount, less allowances); and
4. Authorize the City Manager to execute the necessary documents.

11. REGULAR AGENDA

- A. Consideration and Adoption of Resolution No. 2026-02:** A resolution of the Flagstaff City Council, approving a submission of a grant application between the State of Arizona through the Arizona Department of Transportation and City of Flagstaff for the Arizona State Match Advantage for Rural Transportation (AZ SMART) Match Reimbursement for the Seligman Sub Big Fill Lake Project (Big Fill Lake).

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2026-02 by title only
2. City Clerk reads Resolution No. 2026-02 by title only (if approved above)
3. Adopt Resolution No. 2026-02

- B. Consideration and Adoption of Resolution No. 2026-08:** A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement with Coconino County Community College District related to joint ownership and use of a firearms training facility

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2026-08 by title only
2. City Clerk reads Resolution No. 2026-08 by title only (if approved above)
3. Adopt Resolution No. 2026-08

12. OPEN CALL TO THE PUBLIC

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

14. ADJOURNMENT

CERTIFICATE OF POSTING OF NOTICE

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

Dated this _____ day of _____, 2026.

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: Stacy Saltzburg, City Clerk
Date: 01/29/2026
Meeting Date: 02/03/2026



TITLE:

Consideration and Approval of Minutes: City Council Regular Meeting of January 6, 2026, Special Meeting/Executive Session of January 6, 2026, Special Meeting/Executive Session of January 13, 2026, City Council Work Session January 13, 2026, Special Meeting/Executive Session of January 20, 2026.

STAFF RECOMMENDED ACTION:

Approve the minutes of the City Council Regular Meeting of January 6, 2026, Special Meeting/Executive Session of January 6, 2026, Special Meeting/Executive Session of January 13, 2026, City Council Work Session January 13, 2026, Special Meeting/Executive Session of January 20, 2026.

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: [01.06.2026.CCRM](#)
[01.06.2026.CCSMES](#)
[01.13.2026.CCSMES](#)
[01.13.2026.CCWS](#)
[01.20.2026.CCSMES](#)

MINUTES

1. CALL TO ORDER

Mayor Daggett called the meeting of the Flagstaff City Council held January 6, 2026, 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 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 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 Minutes:** City Council Regular Meeting of May 16, 2023, Work Session of March 26, 2024, Budget Retreat of April 25, 2024, Budget Retreat of April 26, 2024, Regular Meeting of May 7, 2024, Regular Meeting of June 18, 2024, Regular Meeting of July 2, 2024, Regular Meeting of November 19, 2024, Regular Meeting of November 18, 2025, Regular Meeting of December 2, 2025, Work Session of December 9, 2025, Special Meeting/Executive Session of December 16, 2025, Regular Meeting of December 16, 2025, and Budget Retreat of December 19, 2025.

Moved by Councilmember Khara House, **seconded by** Councilmember Anthony Garcia to approve the meeting minutes of City Council Regular Meeting of May 16, 2023, Work Session of March 26, 2024, Budget Retreat of April 25, 2024, Budget Retreat of April 26, 2024, Regular Meeting of May 7, 2024, Regular Meeting of June 18, 2024, Regular Meeting of July 2, 2024, Regular Meeting of November 19, 2024, Regular Meeting of November 18, 2025, Regular Meeting of December 2, 2025, Work Session of December 9, 2025, Special Meeting/Executive Session of December 16, 2025, Regular Meeting of December 16, 2025, and Budget Retreat of December 19, 2025.

Vote: 7 - 0 - Unanimously

5. OPEN CALL TO THE PUBLIC

Dennis Givens addressed Council regarding Flock cameras.

Colleen Maring, Chief People Officer at Northern Arizona Healthcare addressed Council to share that Flagstaff Medical Center again earned an "A" Hospital Safety Grade from The Leapfrog Group for fall 2025.

Michele James, Friends of Flagstaff's Future, addressed Council asking for information regarding the Technology Committee and Public Safety Committee and how they were formed and operate.

Fire Battalion Chief Seth Gregar introduced the new Downtown Ambassador.

6. PROCLAMATIONS AND RECOGNITIONS

- A. Proclamation:** Martin Luther King Day

Councilmember House read and presented the proclamation.

- B. Arizona Forward Presents the Climate & Clean Energy Rising Sustainability Star Award to Jenny Niemann**

Sustainability Director Nicole Antonopoulos introduced Lori Singleton, Executive Director of Arizona Forward, who presented the Rising Sustainability Star Award for Clean Energy and Climate to Climate Section Director Jenny Niemann, in recognition of her measurable impact and leadership in climate and energy initiatives. Ms. Niemann was selected for her work in leading Flagstaff's climate plan and carbon neutrality goals.

7. COUNCIL LIAISON REPORTS

Councilmember Garcia provided a library board update, sharing that the library received a large shipment of 250 new computers, which will replace existing units for patrons and staff across the county. They also discussed the possibility of the Eastside Public Library needing to relocate in light of the recent Coconino Community College bond passage.

Councilmember Aslan shared information about an upcoming Discover Flagstaff meeting focused on FY 2027 priorities, objectives, and tactics. The annual meeting will include a deep dive into tourism strategy, outreach operations, and vision-setting for the coming year.

Vice Mayor Sweet noted the upcoming the MetroPlan Executive Board meeting.

Councilmember House reported on a recent meeting with the Commission on Diversity Awareness Chair and Vice Chair. She shared that they are seeking greater visibility, engagement, and more action-oriented involvement. The commission is interested in contributing more substantively to Council discussions where diverse perspectives may be underrepresented.

Councilmember Spence provided updates from the Pedestrian and Bicycle Committees, which recognized the long-standing service of Martin Ince. He also reported that the Parks and Recreation Commission is entering the implementation phase of its master plan development, with a contract being awarded and extensive public input planned over the coming year to update long-range parks and recreation planning.

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: Tourism Commission.

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Khara House to appoint Angie Grubb to the Tourism Commission.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Austin Aslan, **seconded by** Councilmember Anthony Garcia to appoint Cody Half-moon to the Tourism Commission.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Khara House, **seconded by** Councilmember Lori Matthews to appoint Michael Marquess to the Tourism Commission.

Vote: 7 - 0 - Unanimously

B. Consideration of Appointments: Indigenous Commission

Moved by Vice Mayor Miranda Sweet, **seconded by** Councilmember Anthony Garcia to appoint Mariah Zavala to the Indigenous Commission.

Vote: 7 - 0 - Unanimously

Moved by Mayor Becky Daggett, **seconded by** Councilmember Lori Matthews to appoint Darren Lance to the Indigenous Commission.

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 9B for public comment and Councilmember House requested Items 9E and 9G be pulled for discussion.

Moved by Councilmember Anthony Garcia, **seconded by** Vice Mayor Miranda Sweet to approve the Consent Agenda as presented with the exception of Items 9B, 9E, and 9G.

Vote: 7 - 0 - Unanimously

A. Consideration of Appointments: On-Call Magistrates for the Flagstaff Municipal Court.

Approve the appointments of the On-Call Magistrates Russell Hughes and Lewis Levin to the Flagstaff Municipal Court.

B. Consideration and Approval of First Amendment to Cooperative Purchase Contract: with CDW Government, LLC for Deckard/Rentalscape short-term rental monitoring software and services for FY2025-2026 with an option for FY2026-2027.

Public comment focused on ongoing problems related to short-term rentals (STRs) in the Juniper Point neighborhood. Residents Ron Doba and Douglas Loveday described repeated issues including excessive parking, trash, noise, overcrowding, and a recent serious incident involving unsupervised youths firing pellet guns from an STR, resulting in property damage and a near injury. Police responded quickly, and charges were referred to the City Prosecutor. Both commenters expressed frustration with lack of feedback after submitting complaints through the STR software and requested greater transparency, including updates on complaints and possible public access to complaint histories to encourage better property management.

Ms. Keene acknowledged the severity of the concerns and discussed existing enforcement tools, including the potential for action after repeated violations, advertising practices that may exceed zoning limits, and staffing challenges in code enforcement. She committed to reviewing the specific incidents, evaluating whether the city is fully using its existing statutory authority, and exploring improvements to complaint tracking, communication, and transparency within legal limits. Mayor Daggett also encouraged residents to engage state legislators, noting that local authority over STRs is limited under state law and remains a key advocacy issue.

Moved by Councilmember Anthony Garcia, **seconded by** Councilmember David Spence to approve the First Amendment to Cooperative Purchase Contract No. 2025-27 with CDW Government, LLC for Deckard/Rentalscape short-term rental monitoring software and services in the amount of \$72,407.95, plus one additional optional year at an estimated cost of \$75,000 and authorize the City Manager to execute the necessary documents.

Vote: 7 - 0 - Unanimously

C. Consideration and Approval of Contract: Design of Lake Mary Raw Waterline Replacement Project, Lake Mary Raw Water Pump Station to the Lake Mary Water Treatment Plant.

1. Approve the professional services contract with Ardurra Group, Inc. allowing the Water Services Engineering Team to proceed with the development of a design to replace the aging and failure-prone 1963 raw waterline from the Lake Mary Raw Water Pump Station - located at Lower Lake Mary - to the Lake Mary Water Treatment Plant; and
2. Authorize the City Manager to execute all necessary documents

D. Consideration and Approval of Contract: Lone Tree Overpass Project - Approval of Agreement between the City of Flagstaff and BNSF Railway for relocation of a fiber optic communications conduit bank in an amount not to exceed \$699,127.00.

1. Approve the BNSF fiber optic relocation agreement in an amount not to exceed \$699,127.00; and
2. Authorize the City Manager to execute the necessary documents.

E. Consideration and Approval of Contract: Approve the Grant Agreement with the State of Arizona Department of Public Safety for the Anti-Trafficking Grant Award of \$360,100.00.

Councilmember House asked about the implementation of the programming and how funding would be used.

Deputy Police Chief Hernandez explained that it was the second year of funding supporting the Police Department's human trafficking initiative, following a successful first year that resulted in more than 25 arrests across four operations and the creation of a dedicated full-time detective position.

The current year's funding will continue support for the human trafficking detective, fund four additional operations, and provide more than \$140,000 for overtime needed to staff these efforts. The grant also allocates \$40,000 for victim outreach and advocacy services, an increase from the prior year, to ensure identified victims receive comprehensive support. Additional funds will support prevention and community awareness efforts, officer training, wellness and post-operation support, and approximately \$42,000 in digital forensic software to investigate and retain evidence related to online exploitation.

Deputy Chief Hernandez further highlighted the formalization of the North Star Task Force, a multidisciplinary partnership including local law enforcement, NAU Police, healthcare and advocacy organizations, coordinated through an executive and multidisciplinary team with established protocols. The task force addresses both sexual and labor trafficking, recognizing Flagstaff's high-risk location as a transportation and tourism hub.

Councilmember House expressed appreciation for the program's success, the collaborative approach, and the department's ability to secure near-maximum grant funding to continue this critical work.

Moved by Councilmember Khara House, **seconded by** Councilmember Lori Matthews to approve the acceptance of the grant from the State of Arizona Department of Public Safety Anti-Human Trafficking grant funds in the amount of \$360,100.00 for FY2026.

Vote: 7 - 0 - Unanimously

F. Consideration and Approval of Contract: Renewal of United States Forest Service (USFS) Annual Land Use Fee/Master Special Use Permit for Water Transmission Lines and associated fees.

1. Approve renewal of USFS Annual Land Use Fee/Master Special Use Permit for Water Transmission Lines and authorize the City Manager to execute all necessary documents; and
2. Approve the expenditure of \$40,664.70 annually for the duration of the contract (20 years). Grand total is \$813,294 over 20 years.

G. Consideration and Approval of Contract: Consultant Services Agreement Between the City of Flagstaff and Nan McKay and Associates, Inc. for Rental Assistance Demonstration (RAD) Program Comprehensive Project Management and Consulting Services.

Councilmember House asked staff to share information about the program, what the RAD process is, what it means for public housing units, and the anticipated timelines for the project.

Housing Program Manager Adriana Fisher explained that the RAD process will help stabilize funding for the City's 265 public housing units at Siler, Brannen, and scattered sites by repositioning the housing portfolio, preserving affordability and tenant protections, and enabling access to private financing for rehabilitation and potential expansion of affordable housing. The contract with Nan McKay and Associates would provide specialized HUD, financial, and tax credit expertise needed to manage the complex RAD process, while keeping all major decisions with Council. The contract term is two years, with hopes of selecting a development partner by summer or early fall, which will help clarify project timelines.

Councilmember House emphasized that the RAD process will not displace current residents; all tenants will be able to return to improved, still-affordable housing.

Moved by Councilmember Khara House, **seconded by** Councilmember Lori Matthews to approve Consultant Services Agreement #2025-17 with Nan McKay and Associates, Inc. for comprehensive project management and consulting services for the Rental Assistance Demonstration (RAD) program.

Vote: 7 - 0 - Unanimously

10. ROUTINE ITEMS

A. **Consideration and Approval:** City of Flagstaff Advertising Policy for the Flagstaff Pulliam Airport

Interim Deputy City Manager Kevin Fincel provided a PowerPoint presentation that covered the following:

CITY OF FLAGSTAFF ADVERTISING POLICY
AGENDA
BACKGROUND
CHANGES TO DRAFT POLICY SINCE OCTOBER 2025

Councilmember House thanked staff for their extensive work on the revised advertising policy, noting it successfully addressed past challenges and achieved a balanced, fair, and unbiased approach.

Councilmember Spence asked about fiscal impacts. Economic Vitality Director Heidi Hansen estimated potential airport advertising revenue of approximately \$25,000 annually, with the possibility of growth up to \$100,000 under optimal conditions, benefiting the airport enterprise fund.

Vice Mayor Sweet also expressed support for the final policy and asked about community outreach; Mr. Fincel confirmed that key stakeholders had been consulted and were comfortable with the current draft.

Councilmember Matthews raised concerns about legal risk and whether the policy would adequately protect the city from future disputes or discrimination claims. Mr. Fincel and Mr. Solomon expressed confidence in the policy and legal review, acknowledging that while not all risks can be eliminated, the policy reflects thorough consideration and strong legal vetting.

Moved by Councilmember Anthony Garcia, **seconded by** Vice Mayor Miranda Sweet to approve the proposed advertising policy for Flagstaff Pulliam Airport.

Vote: 7 - 0 - Unanimously

11. REGULAR AGENDA

A. **Consideration and Adoption of Resolution No. 2026-01:** A resolution of the Flagstaff City Council authorizing the submission of an application to the State of Arizona for the Arizona State Match Advantage for Rural Transportation (AZ SMART) Fund for the JW Powell Lake Mary to Interstate 17 project

Senior Project Manager Ivey Coss provided a PowerPoint presentation that covered the following:

CONSIDERATION OF AZ SMART GRANT APPLICATION FOR THE JW POWELL -- LAKE MARY TO I-17 PROJECT
AZ SMART GRANT RESOLUTION
ANTICIPATED PROJECT COSTS: DESIGN AND CONSTRUCTION

Councilmember Matthews asked when the awards were expected to be announced. Capital Improvement Engineer Trevor Henry explained that the city plans to apply for an Arizona SMART Grant next month to fund design, with award decisions expected around June. The project is part of Proposition 419, with \$200,000 allocated in the current fiscal year for preliminary work and

approximately \$14.3 million programmed in FY 2030 for construction.

Councilmembers expressed general support for pursuing the grant, particularly for its multimodal design, which includes vehicle lanes, bike lanes, and a shared-use path for pedestrians and cyclists. They highlighted the project's benefits for safety, connectivity, and future traffic relief.

Councilmember Aslan raised concerns about a proposed connection through High Country, noting potential neighborhood impacts and impacts to heavily used forested areas, and emphasized the need for robust public outreach and further evaluation of alternatives. Staff clarified that the grant would fund design only, with construction funding to be pursued later through additional grants. Public engagement, environmental review, land ownership issues, and right-of-way needs, including potential Forest Service land swaps, will be evaluated during design.

Mayor Daggett asked what the alternative was if grant funding is not secured. Staff stated that the city may need to delay construction, seek other grants, or reduce project scope, while continuing to prioritize multimodal transportation goals.

Moved by Councilmember Lori Matthews, **seconded by** Vice Mayor Miranda Sweet to read Resolution No. 2026-01 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE STATE OF ARIZONA FOR SUPPLEMENTAL FUNDS FOR THE JW POWELL LAKE MARY TO INTERSTATE 17 PROJECT

Moved by Councilmember Lori Matthews, **seconded by** Vice Mayor Miranda Sweet to adopt Resolution No. 2026-01.

Vote: 7 - 0 - Unanimously

B. Consideration and Approval: Use of the Council Initiative Fund

Communication and Civic Engagement Director Stacy Saltzburg presented a request from Councilmember Matthews to allocate \$1,000 to support NAU's first annual Martin Luther King Jr. Gala. Council discussion expanded the request, noting an outstanding need of \$3,000 for the event, with multiple councilmembers expressing support for fully funding the gala given its first-year status and community significance.

Council also discussed a second potential allocation to support the community "Big Read" program. While broadly supportive of the program's value, several councilmembers emphasized caution about creating expectations for recurring annual funding from the initiative fund. Consensus leaned toward a smaller, one-time contribution of \$500 to support the program this year while maintaining flexibility for future requests.

There was strong support for both initiatives, coupled with a shared desire to keep the Council Initiative Fund nimble, non-recurring, and broadly accessible across the community.

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Austin Aslan to allocate the use of the Council Initiative Fund in the amount of \$3,000 of the to support NAU's first annual Martin Luther King Jr. Gala and \$500 to support the Big Read.

Vote: 7 - 0 - Unanimously

12. DISCUSSION ITEMS

A. Energy Code Update Options

Senior Sustainability Planner Genevieve Pearthree provided a PowerPoint presentation that covered

the following:

ENERGY CODE UPDATE OPTIONS
SEEKING COUNCIL DIRECTION
AGENDA
ENERGY CODE OVERVIEW
WHY ARE WE HERE TODAY?
FLAGSTAFF'S ADOPTED BUILDING & FIRE CODES
2024 SUITE OF CODES
DRAFT TIMELINE: 2024 BUILDING AND FIRE CODE UPDATES
THE ENERGY CODE IS...
WHAT THE ENERGY CODE REGULATES
WHAT THE ENERGY CODE IS NOT
2018 VS. 2024 ENERGY CODE
ENERGY CODE IMPORTANCE
OUR APPROACH: KEY PRINCIPALS
1. WE ARE BUILDING FOR THE NEXT 75+ YEARS
2. HEALTHY, MORE EFFICIENT BUILDINGS CAN BENEFIT EVERYONE
3. UTILITY COSTS ARE EXPECTED TO INCREASE OVER THE NEXT 75 YEARS
4. ENERGY EFFICIENCY AND LOWER MONTHLY OPERATIONAL COSTS CAN HELP WITH AFFORDABILITY
5. ENERGY EFFICIENCY FEATURES ARE A SMALL % OF TOTAL HOUSING CONSTRUCTION COSTS
ENERGY EFFICIENCY IS A SMALL % OF HOUSING DEVELOPMENT COSTS
6. THE ENERGY CODE IS LINKED TO OTHER DEVELOPMENT CODE CHANGES
7. THE ENERGY CODE SUPPORTS RESILIENCE TO EXTREME WEATHER AND GRID OUTAGES
MORE EFFICIENT HOMES STAY WARMER LONGER
8. FLAGSTAFF HAS A UNIQUE CLIMATE IN ARIZONA, AND WE CAN LEARN FROM OTHER PEER CITIES
9. THE ENERGY CODE IS ONE OF THE BEST WAYS TO ACCELERATE CLIMATE ACTION
10. LOCAL AMENDMENTS WILL HELP FIT THE CODE TO OUR LOCAL NEEDS

A question was raised about whether a referenced study on how long homes take to fall below 40 degrees during a power outage accounted for retrofits versus new construction. Ms. Pearthree indicated that the study compared homes with different levels of energy efficiency, noting that older homes, such as those built in the 1950s, are generally less efficient than newer net-zero or passive homes. The study appears to reflect varying efficiency levels rather than focusing specifically on retrofits.

ENERGY CODE OPTIONS
OPTION 1: NO CHANGE FROM CURRENT CODE
OPTION 2: MAINTAIN FLAGSTAFF'S CURRENT PATH
OPTION 2: BASE 2024 IECC + MINOR APPENDICES
OPTION 3: MORE PROGRESS TO NET-ZERO
OPTION 4: NET-ZERO READY
THE PATH TO NET ZERO
POTENTIAL COST IMPACTS OF ENERGY CODE UPDATES
MORE INFORMATION ON COST ESTIMATES
DATA SOURCES
COST ESTIMATE ASSUMPTIONS
OPTION 1: NO CHANGE
OPTION 2: STAY THE COURSE
OPTION 3: PROGRESS TO NET-ZERO
OPTION 4: NET-ZERO READY
GOING FURTHER: NET-ZERO
SUMMARY OF AVERAGE COST ESTIMATES
NOTES ON COMMERCIAL IECC COSTS
"COMPLEMENTARY" CODE UPDATE OPTIONS FOR COUNCIL CONSIDERATION

"COMPLEMENTARY" CODE OPTIONS
LARGE MULTIFAMILY CAN OPT INTO THE RESIDENTIAL IECC
RADON GAS OVERVIEW
WHY ARE WE TALKING ABOUT RADON?
BENEFITS OF RADON MITIGATION DURING CONSTRUCTION
NEXT STEPS
THE PATH TO NET ZERO
SEEKING COUNCIL DIRECTION
WHAT ENERGY CODE OPTION SHOULD STAFF EXPLORE?
ARE THERE ANY OTHER ENERGY CODE OPTIONS THAT COUNCIL WOULD LIKE STAFF TO PURSUE BEYOND THE OPTIONS PRESENTED
WHAT "COMPLEMENTARY" CODE OPTIONS SHOULD STAFF EXPLORE, IF ANY?
WHAT ADDITIONAL INFORMATION WILL BE HELPFUL TO INCLUDE WHEN STAFF RETURN TO COUNCIL?

Council engaged in an in-depth discussion regarding proposed updates to Flagstaff's energy codes, focusing on the tension between advancing climate goals and maintaining housing affordability. Ms. Pearthree emphasized that the current presentation is preliminary and meant to set a reference point for community engagement rather than finalize any code adoption. She explained that the proposed options are layered: Option 2 serves as a base code with some amendments and appendices, Option 3 adds additional energy efficiency measures, and Option 4 represents the most aggressive "net zero ready" standards. Adopting a higher option does not require discarding the lower options; rather, the elements build on each other, and staff will analyze the layered impacts.

Councilmembers voiced a range of considerations:

Housing affordability concerns: Residents prioritize housing costs, mortgage payments and down payments, over long-term utility savings. There was worry that aggressive energy code adoption could increase upfront costs, potentially excluding first-time buyers, younger professionals, and the working class from the market. Council stressed the importance of considering multifamily housing and workforce housing in these codes.

Long-term benefits and sustainability: Higher energy efficiency standards offer long-term utility savings, public health benefits, and climate resilience, and that these codes set an important leadership example for other communities. Construction costs for energy-efficient technologies, like heat pumps and solar panels, tend to decrease over time with increased adoption and market scale.

Multifamily housing considerations: Allowing large multifamily projects to opt into residential energy codes could reduce construction costs and help maintain affordability. Radon testing and mitigation was also highlighted as an important consideration for new construction.

Community engagement and process: Council and staff agreed that the next steps involve comprehensive community outreach, including engaging city commissions, builders, interest groups, and residents, to ensure that adoption decisions reflect local needs and equity considerations. Ms. Pearthree stressed that the code adoption process is iterative and will incorporate feedback before final adoption, with potential adjustments if unintended negative impacts arise.

The following individuals addressed Council regarding the Energy Code Options:

- Tom Pearson
- Jill Stephenson
- Dee Hoagland
- Andrea Guerrette
- Michele James, Friends of Flagstaff's Future

A written comment was submitted by James Schweikert.

The following comments were received:

- Concerned about housing costs.

- The proposed building codes intended to promote carbon neutrality could increase the upfront cost of homes.
- Most buyers focus on down payments and monthly mortgage payments rather than long-term utility savings.
- High housing costs are driving young professionals out of Flagstaff, and stricter codes could worsen this trend by making homes less affordable.
- Proposed features like electric car charging stations may add cost without significant benefit for middle-class buyers.
- Prioritize lowering the purchase price of housing to tangibly improve affordability.
- Support strong energy codes and sustainability.
- It is important to reduce greenhouse gas emissions from buildings.
- Building energy accounts for a significant portion of Flagstaff's emissions (55% in 2023).
- Sustainable building codes can reduce long-term utility costs through improved energy and water efficiency, benefiting residents financially over time.
- Support Option 4, which would adopt advanced energy codes toward net-zero-ready buildings.
- Option 4 is expected to improve energy efficiency by 31--42% and support climate goals.
- Sustainable codes are both environmentally responsible and complementary to housing affordability, particularly over the lifespan of a building.
- New construction lasts for decades, so building codes have a long-term impact on both energy consumption and housing costs.
- Explore local amendments to allow flexibility for multi-family housing to reduce costs while still meeting energy efficiency goals.
- Decisions should balance climate action with housing affordability, as one approach should not undermine the other.

Following additional discussion, Council concluded that they are still in a deliberative phase. There was general agreement to focus further study and outreach on Options 3 and 4, while also analyzing impacts from Option 2 as a baseline. Council heavily emphasized the importance of outreach and hearing from all community voices and that housing affordability and sustainability goals are interconnected rather than competing.

B. Discussion on the possibility of speed humps in Flagstaff and how they could work with snow operations

Transportation Director Jeff Bauman introduced Transportation Engineer Associate Sydney Juve provided a PowerPoint presentation that covered the following:

SPEED HUMPS CONSIDERATION FOR TRAFFIC CALMING USE
PURPOSE
TRAFFIC CALMING OVERVIEW
EXISTING TOOLBOX
NEW AND EXISTING NEIGHBORHOODS
COMPLETED TRAFFIC CALMING PROJECTS
SPEED HUMP OVERVIEW
THRESHOLDS FOR SPEED HUMPS
WHERE SPEED HUMPS CAN GO
ENGINEERING CONSIDERATIONS
COSTS
OTHER CONSIDERATION
CONCLUSION

Council expressed strong support for implementing speed humps, speed tables, and other traffic calming measures in Flagstaff neighborhoods. Mayor Daggett and Vice Mayor House highlighted that lowering the threshold for implementing these measures from 30% to 10% for speeding violations would allow more neighborhoods to qualify, addressing safety concerns in areas built under older, less ideal standards.

It was emphasized that residents should not have to pay for traffic calming on roads that were poorly designed in the past and the city provide funding for these improvements. Vice Mayor Sweet and

Councilmember Garcia noted the potential safety and quality-of-life benefits, explaining that traffic calming measures could reduce speeding, enhance pedestrian and cyclist safety, and support the city's Vision Zero and sustainability goals by encouraging walking and biking.

Councilmember Spence sought clarification on the definitions of different traffic calming infrastructure, particularly speed tables. Ms. Juve explained that speed tables are longer than speed humps and are often installed at intersections to allow emergency vehicles and snowplows to pass more easily, while other options include speed cushions and parking lot bumps.

Dapper Dre addressed Council to emphasize that traffic calming measures are essential for quality of life, pointing out that older neighborhood streets were built without current safety standards and stressing the importance of observational data on pedestrian and bicycle usage.

Jay Wellman addressed Council and shared personal experiences with excessive speeding in several neighborhoods, supported the reduction of the implementation threshold, and advocated for prioritizing elevated crosswalks and speed tables, noting that they provide sustainable, long-term safety benefits while allowing emergency vehicles to pass smoothly.

Council raised operational considerations, asking about maintenance costs and the feasibility of snow removal with these installations. Staff indicated that long-term maintenance would tie into typical street upkeep and that more detailed information would be provided in future presentations.

There was support from Council for expanding Flagstaff's traffic calming tools, with a focus on safety, accessibility, long-term planning, and enhancing residents' quality of life.

C. Streets Snow Readiness Report

Public Works Streets Section Director Sam Beckett and Streets Manager Greg Krahe provided a PowerPoint presentation that covered the following:

STREETS 2025-26 SNOW OPERATIONS
PRESENTATION OBJECTIVES
EL NINO/LA NINA STATUS AND OUTLOOK
SNOW OPERATIONS STAFFING
STREETS OVERALL STAFFING
SNOW SHIFTS- EQUIP AND STAFFING

Councilmember Garcia asked interdepartmental support during snow events. Mr. Krahe explained that while solid waste crews have their own schedules and must continue operations, the street department coordinates with them as much as possible. Other city departments, including Fire and Water Services, sometimes assist, particularly after hours or on weekends. Temporary employees also help, but their availability is limited, so they cannot always be relied on during critical snow events.

STREET SNOWPLOW FLEET
STREETS WINTER RESPONSIBILITIES
STREETS SNOW RESPONSE POLICY
STREETS SNOW PLOWING PRIORITIES
POST EVENT
SNOW OPERATIONS STRATEGIC VISION AND GOALS

Council discussion focused on snow removal operations, bike lane clearing, and related challenges. Common community concerns, including snow being pushed back onto shoveled sidewalks and the safety of bike lanes were raised. Staff acknowledged these issues, noting that operators are trained to avoid putting snow on cleared sidewalks, but visibility can become difficult as snow accumulates. Newer communities have parkways for snow storage, but older areas remain challenging.

Regarding bike lanes, staff explained that they use specialized equipment, including Bobcat-style vehicles, to clear narrower areas. Priority is given to main arterial roads first, with bike lanes and

downtown streets addressed afterward, often requiring multiple pieces of equipment to avoid damaging parked cars. Candlesticks marking bike lane edges are replaced as needed, but they are frequently knocked down by snow removal operations and traffic.

There were questions about the different agencies that managed roads within Flagstaff. Staff noted that ADOT handles major corridors like Route 66, Milton, and Highway 89, and some private neighborhoods are not maintained or plowed by the city. Downtown streets are prioritized due to higher traffic, tight roadways, and competing demands from deliveries and businesses. The use of cinders instead of de-icer was explained as a historical decision made by Council. Overall, the focus is on balancing safety, efficiency, and operational constraints while addressing community concerns and maintaining priority routes during snow events.

D. CARE unit 6-month update

Fire Battalion Chief Seth Gregar introduced Thea Sherman, Regional Director for Terros and Danielle Simmons, Clinical Coordinator for Terros who provided a PowerPoint presentation that covered the following:

PRE-JULY 2025

JULY 2025

HOW IS THE TRANSITION GOING?

CALL VOLUME

JULY-DEC PRE 2024 VS POST 2025

OUTREACH AND CLIENTS SERVED

OUTREACH COMPARISON 2024-2025 (JULY-DECEMBER)

OUTREACH

UPGRADES

MEDICAL UPGRADES

PD UPGRADES

CANCELLED CALLS

FFD-ALCOHOL AND BEHAVIORAL HEALTH CALLS OCTOBER 2024-SEPTEMBER 2025

FPD-ALCOHOL AND BEHAVIORAL HEALTH CALLS OCTOBER 2024-SEPTEMBER 2025

WHAT'S NEXT?

Council discussed the impact, challenges, and future of the program. Overall, morale among firefighters and EMTs assigned to the CARE team has improved, as members are able to engage in the work they were trained and passionate for. The emotional intensity of the work, particularly building connections with clients and seeing repeated crises, has required additional support, including weekly one-on-one check-ins, clinical supervision, on-call relief for high-volume days, and access to mental health resources. A new initiative, Crisis to Recovery, is expected to provide post-crisis support and further strengthen the team.

Call trends indicate that most responses involve substance use, particularly alcohol, while mental health calls are typically handled by a mobile crisis unit. The CARE team provides practical support such as wound care, food, and assistance connecting clients to shelters or guidance centers. While detailed client-level data is collected internally, it cannot be shared externally due to HIPAA protections.

Council also discussed potential program expansion. Plans under consideration include additional units for outreach and transport, possibly covering both east and west sides of the city, and the potential for a 24-hour operation. Infrastructure, such as facilities for housing the team, is also being evaluated. Any expansion would be balanced with measures to prevent burnout and maintain mission focus.

Council praised the team's impact, noting that their work not only addresses immediate crises but also supports broader community health by de-escalating situations and affirming clients' humanity, rather than criminalizing their behavior. Plans are in place to report back with outcomes and metrics in approximately a year, allowing time to implement changes and gather meaningful data for evaluating the program's effectiveness.

13. FUTURE AGENDA ITEM REQUESTS

None

14. OPEN CALL TO THE PUBLIC

None

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

Councilmember Spence requested a FAIR item for the Council to consider supporting a letter from the Sierra Club to the Forest Service, urging them not to conduct an administrative-only review of Snowball's early use permit renewal.

Councilmember House shared highlights from the recent community Kwanzaa celebration, emphasizing the seven principles and their role in fostering unity and community engagement in Flagstaff. She noted how the event represented sending a message of community values outward to the broader region. She also commemorated the passing of longtime Flagstaff NAACP member and vice chair, Deacon Wayne Carter Jones, honoring his impactful contributions to the community and announcing his funeral service on January 17th.

Vice Mayor Sweet expressed gratitude to all involved in making Flagstaff a vibrant holiday destination, acknowledging the effort behind the city's seasonal events.

Councilmember Garcia highlighted several upcoming community events, including a family history talk by Maury Herman at the Weatherford Hotel, a meeting of Moms Demand Action at the Flagstaff Public Library, the Sunnyside Neighborhood Association gathering, and the grand opening of Tynkertopia Makerspace.

16. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held January 6, 2026, adjourned at 8:08 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 January 6, 2026. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 3rd day of February, 2026

CITY CLERK

MINUTES

1. Call to Order

Mayor Daggett called the Special Meeting to order at 1:01 p.m.

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 Joanne Keene; City Attorney Sterling Solomon

3. Recess into Executive Session

Moved by Councilmember Lori Matthews, **seconded by** Vice Mayor Miranda Sweet to recess into Executive Session.

Vote: 7 - 0 - Unanimously

4. Executive Session Confidentiality Statement

Discussions made during Executive Session are confidential by law. All persons present in Executive Session or who receive Executive Session information or materials shall keep the discussion, information and materials confidential and shall not disclose them, except as allowed by law.

5. Executive Session:

A. Discussion or consultation for legal advice with the attorney or attorneys of the public body A.R.S. §38-431.03(A)(3).

i. Executive Session Procedures

6. Reconvene Special Meeting

The Mayor reconvened the Special Meeting at 1:08 p.m.

7. Adjournment

The Special Meeting of the Flagstaff City Council held January 6, 2026, adjourned at 1:09 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 January 6, 2026. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 3rd day of February, 2026

CITY CLERK

MINUTES

1. Call to Order

Mayor Daggett called the Special Meeting to order at 1:00 p.m.

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 Joanne Keene; City Attorney Sterling Solomon

3. Recess into Executive Session

Moved by Councilmember Lori Matthews, **seconded by** Councilmember David Spence to recess into Executive Session.

Vote: 7 - 0 - Unanimously

Council recessed into Executive Session at 1:03 p.m.

4. Executive Session Confidentiality Statement

Discussions made during Executive Session are confidential by law. All persons present in Executive Session or who receive Executive Session information or materials shall keep the discussion, information and materials confidential and shall not disclose them, except as allowed by law.

5. Executive Session:

- A. Discussion or consultation for legal advice with the attorney or attorneys of the public body, discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation, and discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property, pursuant to A.R.S. §38-431.03(A)(3), (4), and (7), respectively
- i. Discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding the potential acquisition of property located at 320 N. Humphreys Street and legal advice regarding same.

6. Reconvene Special Meeting

Mayor Daggett reconvened the Special Meeting at 1:36 p.m.

7. Mayor and Council possible direction regarding Executive Session

Moved by Councilmember Khara House, **seconded by** Councilmember Lori Matthews to direct and authorize the City Attorney and/or designated city representative to proceed as discussed in executive session items listed in Item 5Ai.

Vote: 7 - 0 - Unanimously

8. Adjournment

The Special Meeting of the Flagstaff City Council held January 13, 2026, adjourned at 1:37 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 January 13, 2026. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 3rd day of February, 2026

CITY CLERK

MINUTES

1. Call to Order

Mayor Daggett called the Work Session of the Flagstaff City Council held January 13, 2026, 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: Becky Daggett, Mayor
 Miranda Sweet, Vice Mayor
 Austin Aslan, Councilmember
 Anthony Garcia, Councilmember
 Khara House, Councilmember
 Lori Matthews, Councilmember
 David Spence, Councilmember

Staff Present: 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 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. 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.

Sustainability Analyst Genevieve Pearthree announced the launch of the City of Flagstaff's Accessory Dwelling Unit (ADU) Model Plans Library, including 10 preapproved, fully accessible ADU designs. The library is intended to reduce the cost and complexity of building ADUs in Flagstaff, supporting housing accessibility and availability across the community. Staff are actively sharing the opening with community networks and encouraged others to help spread the word. The library will continue to be expanded and improved over time, with updates to be provided as they become available.
Link: www.flagstaff.az.gov/ADUs

Matthew Dyer raised concerns regarding a house on Benton Street, noting that the owner is attempting to put a fence in the alleyway, noting the obstruction to access it would cause. He provided a handout showing the property's prior designation as commercial and its current residential use, referencing specific pages that included permit and tax record information. He expressed concern that the build-out could restrict access for emergency vehicles and limit access to dumpsters.

5. PROCLAMATIONS

A. Proclamation: Flagstaff Human Trafficking Awareness and Prevention Month

Mayor Daggett read and presented the Proclamation.

6. Review of Draft Agenda for the January 20, 2026 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. Criminal Justice Coordinating Council (CJCC) Overview and Update

Criminal Justice Coordinating Council Director Dianne Kalandros, Coconino County Attorney Ammon Barker, Legal Defender Joseph Carver, and Coconino County Superior Court Presiding Judge Ted Reed provided a PowerPoint presentation that covered the following:

THE CRIMINAL JUSTICE SYSTEM AND ITS IMPACTS -- IMPROVING COMMUNITY SAFETY AND WELLNESS
STOP AND INVESTIGATION
ARREST
DETENTION
INITIAL APPEARANCE
CHARGING
ARRAIGNMENT

DISCLOSURE
CHANGE OF PELA
...OR JURY TRIAL
NAVIGATING THE SYSTEM
TELLING THE STORY
THE DECISION: TRIAL VS. PLEA
SENTENCING
CHILDREN OF INCARCERATED PARENTS
HOW CAN WE BETTER IMPROVE COMMUNITY SAFETY AND WELLNESS
HOPE SENTER BEFORE AND AFTER
400 YOUTH SERVED
JUVENILE COURT DIVERSIONS
CARE
ARIZONA STATE CRISIS SYSTEM
EXODUS
COCONINO COUNTY HEALTH AND HUMAN SERVICES
PATHWAYS
PATHWAYS DIVERSION PROGRAM

Mayor Daggett asked whether the individuals were incarcerated at the time this is offered. Mr. Barker explained that the contract is made at the time of arrest, before release.

Councilmember Matthews asked if this is the same as court-ordered or voluntary detox or treatment. Mr. Barker clarified that this is not court-ordered; it occurs prior to any court involvement. The individual may later be ordered to treatment by the court, but at this stage, the court is not involved.

PROBATION AS AGENTS OF CHANGE
WHAT QUESTIONS DOES THE RISK NEEDS- RESPONSIVITY MODEL ASK?
TREATMENT COURTS
SUPERIOR COURT
LIMITED JURISDICTION TREATMENT COURTS
EASIEST POINT TO EXIT THE RIVER
QUESTIONS

Councilmember House thanked staff and emphasized the importance of deflection and diversion work, noting the challenge of ensuring behavioral health resources are available pre-arrest. She asked whether the Mental Health Board primarily addresses co-occurring mental health and substance abuse issues.

Judge Reed confirmed that co-occurring disorders are common and described programs connecting individuals with resources, including felony and justice court cases, emphasizing the integrated approach to probation and treatment.

Councilmember House asked about treatment fees and resources to assist those who cannot pay. Judge Reed explained recovery court fees are manageable and not a barrier to participation; participants earn credits through civic engagement and community service.

Councilmember House also asked about integrating strength-based frameworks in trauma-informed care. Judge Reed explained presentence reports assess both risk and strengths, informing probation plans while respecting individual rights.

Councilmember Garcia asked about the juvenile process and the Exodus program. Judge Reed explained the juvenile facility is necessary, the Hope Receiving Center incorporates trauma-informed design, and early intervention reduces recidivism.

Councilmember Garcia also inquired about City partnerships for the Hope Receiving Center. Ms. Kalandros described grants and art partnerships with the Beautification and Public Art Commission that help stabilize the court environment, and Mr. Barker encouraged community engagement and feedback.

Councilmember Matthews reflected on the CJCC liaison experience, probation fees, and innovative programs like CARE, the Justice Bus, and Exodus, asking if such programs exist in other counties. Mr. Barker noted the Justice Bus is first in the state, while other counties have some resources, but Coconino's programs are cutting-edge and still expanding.

Councilmember Aslan praised the humanizing approach to justice, emphasizing the importance of perspective and legacy. He asked about optimism for changing mandatory sentencing minimums. Mr. Barker noted advocacy efforts exist, but short-term changes are unlikely; much depends on judicial discretion and collaboration between prosecution and defense.

Councilmember Aslan followed up on coordination with other states. Mr. Barker described involvement in statewide committees, focusing on diversion and reducing system recidivism. Mr. Carver noted mandatory minimums provide consistency but could be made more human-centered.

Vice Mayor Sweet highlighted learning from touring recovery pathways and asked if people already in the system are offered services. Mr. Barker explained pathways are tied to arrests and exiting jail; no system currently exists for those coming directly from the community. Judge Reed emphasized the value of lived-experience mentorship in these programs.

Vice Mayor Sweet asked what success would look like for CJCC in five years. Mr. Barker described goals of creating holistic care spaces, fewer people in the justice system, and ensuring all residents--especially in remote areas--feel seen, supported, and able to access justice and resources.

8. Fiscal Year 2025-2026 Solid Waste Update

Public Works Director Scott Overton and Solid Waste Section Director Sam Beckett provided a PowerPoint presentation that covered the following:

SOLID WASTE PROGRAM UPDATES 2026
AGENDA
STATE OF THE SOLID WASTE
RECYCLING TRANSFER FACILITY
RECAP OF PROGRAM CHANGES 2025
HOLIDAY SCHEDULES
COMMERCIAL COLLECTIONS
HOIST AND HAUL SERVICES
BULK TRASH SERVICES
RESIDENTIAL COLLECTIONS
COMMUNITY COMMUNICATIONS
CURRENT FINANCIAL STATE
FINANCIAL STATE
2026 PROPOSED OPERATIONAL CHANGES FOR CONSIDERATION
RESIDENTIAL RECYCLING
CURBSIDE GLASS RECYCLING
QUESTIONS AND DISCUSSION

Vice Mayor Sweet stated that she asked for this to come back for an update about a year ago when the bulk trash schedule changed, she wanted to understand what optional changes have delivered the biggest cost savings over the last year. Mr. Beckett noted flexible holiday scheduling reduced overtime and operational adjustments significantly lowered maintenance costs, allowing residential trucks to efficiently service about 1,200 homes per day.

Vice Mayor Sweet asked how Flagstaff compares to peer cities; Mr. Beckett explained most peers provide only core residential services, with commercial collection handled by private providers. On contamination, he said it can be traced to specific routes, though most issues are isolated. He also noted that community engagement would be needed for proposed changes such as biweekly recycling.

Councilmember Matthews emphasized that core services are the priority, asking whether changes like biweekly recycling would meaningfully reduce the deficit. Mr. Beckett and Mr. Overton explained that savings are difficult to quantify, considering operational costs, vehicle wear, and efficiency improvements.

Councilmember House asked how Flagstaff's contamination rates compare nationally and about the behavioral impact of changing curbside glass recycling to drop-off. Mr. Beckett said public education is key, and community outreach would help manage expectations. Mr. Overton added that encouraging residents to break down boxes increases efficiency and reduces costs.

Mayor Daggett stressed that no operational changes should occur before a rate study, financial analysis, and public outreach, noting that solid waste is a core service. Management Services Director Rick Tadder confirmed that a cost recovery plan and rate study schedule would be presented next week.

Councilmember Spence supported biweekly recycling and eliminating curbside glass pickup for 300 customers, emphasizing clear public communication.

Councilmember Garcia supported every-other-week recycling, suggesting bulk drop-off stations and additional outreach for residents without email access.

Councilmember Matthews requested further discussion on anticipated savings, fire risks from bulk trash, and broader operational impacts.

Vice Mayor Sweet highlighted the importance of resident input and noted prior pilot programs in Ponderosa Trails. Sustainability Climate Section Director Jenny Niemann described the "pay-as-you-throw" pilots that tested incentives, bin sizes, and pickup frequency to reduce contamination and waste.

Councilmember Aslan reiterated the community's strong value on recycling and emphasized ensuring materials are properly converted into new products.

Mayor Daggett reinforced that no changes should occur until a detailed plan with financials and public outreach is provided.

Mr. Overton summarized that staff would digest feedback and return with a comprehensive plan over the next few months, including financial analysis and a communication strategy.

Council supported returning with a detailed plan before implementing any changes, stressing urgency, impacts, and clear communication with the community.

9. Film Regulations - Discussion on making Flagstaff a film-ready community

Media Relations and Marketing Project Manager Ryan Randazzo provided a PowerPoint presentation that covered the following:

FLAGSTAFF FILM COMMISSION FAIR ITEM
FLG FILM IN FY25
PERMITTING IN FLG
PERMITTING IN PHOENIX
EXPLORE ACT
EXAMPLE 1
EXAMPLE 2
ALBUQUERQUE, N.M.
PAGE, ARIZ.
BOZEMAN, MONT.
PARK CITY, UTAH
COUNCIL DISCUSSION AND QUESTIONS

Councilmember Garcia asked about personal insurance coverage and requested a briefing on how city insurance works.

Risk Manager Aaron Kiminski explained that insurance is designed to protect city assets. He evaluates exposures and potential damage, and if risk is low, the City may waive coverage requirements.

Councilmember Aslan emphasized the importance of establishing Flagstaff as a "film-ready" location to generate economic activity, highlighting both tangible revenue and intangible value from building a reputation among filmmakers. He noted specific locations, such as Red Gap Ranch, and stressed the goal of reasonable policies for all parties.

Mayor Daggett echoed support and asked whether Council action or ordinance changes would be needed to facilitate filming.

Mr. Randazzo clarified that the system they use is working but expanding to other locations would require Council guidance on acceptable sites.

Economic Vitality Director Heidi Hansen noted some areas are currently off-limits, and permitting fees are minimal. Expanding filming opportunities could generate revenue to cover costs, such as police support, without burdening the City.

Councilmember Aslan highlighted new state legislation encouraging filming in Arizona and called for clear guidance on allowed activities, emphasizing the potential for revenue without city costs.

Councilmember House expressed interest in learning more and exploring a program that is financially self-sustaining, including funding for necessary city services.

Councilmember Garcia supported thoughtful planning, including Parks and Recreation input to assess capacity.

Vice Mayor Sweet supported gathering more information while emphasizing manageable operations, citing past experiences filming downtown.

Councilmember House inquired about Northern Arizona University's (NAU) involvement.

Mr. Randazzo explained that NAU manages its own film permits. He noted that recently they declined a project with Nike which ended up filming at Flagstaff High School. He added that the City has invited them to join marketing efforts for scouts.

10. Information Regarding the Potential Purchase of Property Identified as 320 North Humphreys Street; Assessors Parcel Number (APN) 101-13-008A.

Real Estate Manager Bryce Doty and Community Investment Director David McIntire provided a PowerPoint presentation that covered the following:

320 S. HUMPHREYS ACQUISITION 1/13/2026
LOCATION -- 320 S. HUMPHREYS (FSL PARCEL)
PROCEDURAL BACKGROUND
REASONS FOR ACQUISITION
NEW OPPORTUNITY
NEW OPPORTUNITY CONTINUED
OPTIONS

City Manager Keene noted that both purchase agreements and potential development plans would be brought back to Council for review.

Councilmember House expressed support for Option One, emphasizing the need to weigh potential benefits and risks, including the possible loss of an affordable housing opportunity, and clarified that

Allthrive365 has no obligation to sell to an affordable housing developer.

Mr. McIntire explained that Allthrive365 is offering the property out of community interest, not obligation, and it could go to market if the City does not pursue it.

Vice Mayor Sweet and Councilmember Garcia expressed support for continuing the discussion and moving forward with Option one.

Councilmember Matthews asked about the \$6.3 million budget, noting any amount over that would return to Council for approval. Mr. McIntire confirmed terms are not fully finalized but the budget should be close, with final amounts and uses to come back to Council.

Michele James on behalf of Friend's of Flagstaff's Future voiced disappointment that Allthrive365 could not complete the affordable housing project, urging the City to explain the project's failure, assess feasibility for affordable housing or parking, and evaluate whether the \$3 million purchase is the best use of public funds or if alternative community uses should be considered.

Mayor Daggett highlighted interest in the property, noting it could be sold to a developer and that potential uses, including a parking garage, remain undecided.

Mr. McIntire added that the City would return with a purchase agreement and proposed uses for Council consideration, with the option to proceed using Allthrive365's approved plans.

Councilmember Matthews stressed the importance of exploring all housing types--affordable, workforce, and mixed-income when the proposal comes back, while Councilmember Aslan noted the value of understanding the original unit count to calibrate expectations.

Housing Director Sarah Darr clarified that Allthrive365 had plans for 139 units (69 family, 70 senior) and explained that while the state the Low-Income Housing Tax Credit program was not renewed, federal credits remain available.

Councilmember House noted the risk of not pursuing Option One: losing influence over the property if a private developer acquires it.

Overall, there was broad support for Option One to move forward while continuing discussions on potential uses, financing, and housing options.

Michele James on behalf of Friend's of Flagstaff's Future submitted a written comment on this item.

11. Open Call to the Public

None.

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

Vice Mayor Sweet announced the State of the City address later that week, expressing excitement and noting it will include a special video to highlight ongoing activities and progress across the City.

Mayor Daggett shared upcoming community events, including the centennial celebration for Our Lady of Guadalupe in May, which will include Mass followed by a fiesta. She also recognized the grand opening of Tynkertopía's Makerspace. Legislative updates included the start of the session, with the Governor proposing fees on short-term rentals and the League of Cities and Towns seeking greater local authority. Mayor Daggett also reminded the community of the Martin Luyther King Jr. Gala and breakfast at Northern Arizona University for the coming weekend.

Assistant City Manager Shannon Anderson noted that 31,000 people attended the New Year's Eve Pinecone Drop downtown.

City Manager Keene noted upcoming events for the week including the Police Department Promotion

Ceremony, the Citizen of the Year Award, and the upcoming Council Retreat.

13. Adjournment

The meeting of the Flagstaff City Council held January 13, 2026, adjourned at 7:54 p.m.

MAYOR

ATTEST:

CITY CLERK

MINUTES

1. Call to Order

Vice Mayor Sweet called the Special Meeting to order at 1:00 p.m.

2. Roll Call

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

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

Absent: Mayor Becky Daggett

Staff Present: City Manager Joanne Keene; City Attorney Sterling Solomon

3. Recess into Executive Session

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Khara House to recess into Executive Session.

Vote: 6 - 0 - Unanimously

Council recessed into Executive Session at 1:02 p.m.

4. Executive Session Confidentiality Statement

Discussions made during Executive Session are confidential by law. All persons present in Executive Session or who receive Executive Session information or materials shall keep the discussion, information and materials confidential and shall not disclose them, except as allowed by law.

5. Executive Session:

- A. Discussion or consultation for legal advice with the attorney or attorneys of the public body, discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation, and discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property, pursuant to A.R.S. §38-431.03(A)(3), (4), and (7), respectively
- i. Discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding the potential acquisition of property located at 320 N. Humphreys Street and legal advice regarding same.

- B. Discussion or consultation for legal advice with the attorney or attorneys of the public body A.R.S. §38-431.03(A)(3)
 - i. January 15, 2026 appeals related to demolition approval at 320 N. Humphreys Street.

6. Reconvene Special Meeting

Vice Mayor Sweet reconvened the Special Meeting at 2:12 p.m.

7. Mayor and Council possible direction regarding Executive Session

Moved by Councilmember Anthony Garcia, **seconded by** Councilmember Lori Matthews to direct and authorize the City Attorney and/or designated city representative to proceed as discussed in executive session item 5Ai.

Vote: 6 - 0 - Unanimously

8. Adjournment

The Special Meeting of the Flagstaff City Council held January 20, 2026, adjourned at 2:13 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 January 20, 2026. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 3rd day of February, 2026

CITY CLERK

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Jessica Matias, Chief of Staff
Date: 01/29/2026
Meeting Date: 02/03/2026



TITLE:

Proclamation: The 100th Anniversary of Black History Month

STAFF RECOMMENDED ACTION:

Read and present the Proclamation.

Executive Summary:

N/A

Financial Impact:

N/A

Policy Impact:

N/A

Previous Council Decision or Community Discussion:

N/A

Options and Alternatives to Recommended Action:

N/A

Connection to PBB Priorities and Objectives:

N/A

Connection to Regional Plan:

N/A

Connection to Carbon Neutrality Plan:

N/A

Connection to 10-Year Housing Plan:

N/A

Attachments: [Proclamation](#)

CITY OF FLAGSTAFF – OFFICE OF THE MAYOR

PROCLAMATION

WHEREAS, the City of Flagstaff celebrates the rich cultural traditions and proud ancestry of the peoples of the African Diaspora and recognizes their vital contributions made to strengthen and diversify the City of Flagstaff and our surrounding communities; and

WHEREAS, National Black History Month serves as a powerful reminder that Black history is American history, and the stories from our Black ancestors are essential to the ongoing story of American culture. As the Flagstaff City Council embraces and celebrates National Black History month, let us not take lightly the faults, the battles, the progress, the hope, the aspirations, and the future; and

WHEREAS, Black cultures are igniting challenging conversations and stimulating learning through the global lens of the African Diaspora which shape, develop, and create a vibrant city. A city where the first sawmill and railroad workers, innovators, civil rights activists, educators, council members, commissioners, a mayor, and public servants include peoples of the African Diaspora; and

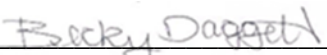
WHEREAS, the Flagstaff City Council observes the 2026 Black History Month theme “*A Century of Black History Commemorations*,” which marks 100 years of national observances dedicated to honoring the lives, struggles, and achievements of African Americans. This milestone invites us to reflect on the origins and enduring significance of these commemorations, which began with Dr. Carter G. Woodson and his colleagues’ founding of the Association for the Study of Negro Life and History in 1915. Their vision institutionalized the study and celebration of Black history, laying the foundation for what would become Negro History Week in 1926 and, eventually, Black History Month; and

WHEREAS, The Commission on Diversity Awareness, in partnership with Coconino County African Diaspora Advisory Council and the Southside Community Association recommends the designation of February 2026 as Black History Month, in unison to observe this month with appropriate programs, ceremonies, and activities.

NOW, THEREFORE, I, Mayor Becky Daggett, Mayor of the City of Flagstaff, Arizona do hereby proclaim February 2026, as

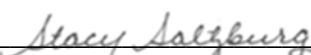
THE 100TH ANNIVERSARY OF BLACK HISTORY MONTH

Dated this 3rd day of February 2026



MAYOR

ATTEST:



CITY CLERK

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Jessica Matias, Chief of Staff
Date: 01/29/2026
Meeting Date: 02/03/2026



TITLE

Proclamation: Career & Technical Education Month

STAFF RECOMMENDED ACTION:

Read and present the Proclamation.

Executive Summary:

N/A

Information:

N/A

Attachments: [Proclamation](#)

CITY OF FLAGSTAFF – OFFICE OF THE MAYOR

PROCLAMATION

WHEREAS, February is National Career & Technical Education Month; and

WHEREAS, Career & Technical Education provides a holistic educational experience inclusive of technical skills, leadership development, career readiness aptitudes, community service opportunities, work-based learning opportunities, industry-recognized credentials, and more; and

WHEREAS, students who complete a Career & Technical Education program demonstrate uncommonly high performance across multiple academic, career, and life skills metrics, as well as being advantageously positioned for productive citizenship and life satisfaction; and

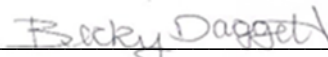
WHEREAS, Career & Technical Education, through advisement by business, industry, and community partners, helps address the skills and qualifications gap by preparing students to engage in critical, high-demand CTE-related fields; and

WHEREAS, Flagstaff Unified School District currently offers 15 different Career & Technical Education programs, that represent 13 career clusters, and prepares students for an incredible range of high demand, high yield post-graduation opportunities;

NOW, THEREFORE, I, Mayor Becky Daggett, Mayor of the City of Flagstaff, Arizona do hereby proclaim **February**, as

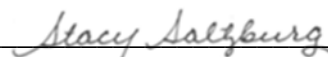
CAREER & TECHNICAL EDUCATION MONTH

Dated this 3rd day of February 2026



MAYOR

ATTEST:



CITY CLERK

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Georganna Staskey, Deputy City Clerk
Date: 01/29/2026
Meeting Date: 02/03/2026



TITLE:

Consideration of Appointments: Indigenous Commission

STAFF RECOMMENDED ACTION:

1. Councilmember Garcia make one appointment.

Executive Summary:

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

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

There are two (2) applications on file for voting members. The applications are as follows:

- Marcella Nez (new applicant)
- Elizabeth Washburn (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 Garcia

Financial Impact:

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

Policy Impact:

None.

Previous Council Decision or Community Discussion:

None.

Options and Alternatives to Recommended Action:

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

Connection to PBB Priorities and Objectives:

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

Connection to Regional Plan:

None

Connection to Carbon Neutrality Plan:

None

Connection to 10-Year Housing Plan:

None

Attachments: [Indigenous Commission Authority](#)

**CHAPTER 2-26
INDIGENOUS COMMISSION**

2-26-001-0001 CREATION OF COMMISSION

An Indigenous Commission is hereby created.

2-26-001-0002 MEMBERS AND OFFICERS

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

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

2-26-001-0003 TERMS OF OFFICE

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

2-26-001-0004 PURPOSE AND DUTIES

- A. The Indigenous Commission serves as an advisory board to City Council, makes recommendations with respect to certain policies, needs, issues, and methods in promoting the Strategic Plan and Recommendations accepted by City Council and furnishes the City Council with information through the Coordinator for Indigenous Initiatives.
- B. The duties of the Indigenous Commission shall include:
 - 1. Fostering mutual understanding, respect and awareness among all citizens within the City of Flagstaff; recognizing the different economic, cultural, social, racial, religious and ethnic groups within the City; cooperating in the development of educational programs dedicated to improvement of community relations with and to enlist the support of various groups to foster understanding of strategic plan.
 - 2. Developing recommendations for the Mayor and City Council to assist in developing certain policies required to respond to the concerns and needs of those in the community and on the Commission in the promotion of strategic plan.
 - 3. Advising and assisting the City Council on ways to educate the community and

- developing ways to disseminate such information through surveys, studies, forums, workshops, brochures or other events.
4. Developing and providing public forums for identifying and discussing issues of interest relating to the area of Indigenous related awareness.
 5. Acting as an information or referral group to assist individuals, organizations and employers in an effort to aid the community towards greater understanding and respect for diversity awareness among all individuals.
- C. The Indigenous Commission shall not advise or make recommendations to the City Council regarding:
1. Any litigation involving any Indigenous peoples or tribes.
 2. Any water matters or issues.
 3. Any land matters or issues.
- C. Strategic Plan and Recommendations:
1. **Visibility:** To build visibility of Indigenous presence and contributions through public art, street and place names, public advertising, and possible support for a Flagstaff Powwow.
 2. **Economic Inclusion:** Finance and promote a study to quantify Indigenous contribution to Flagstaff's economy. Create a directory of and promote Indigenous-owned businesses in Flagstaff. Feasibility study for a public marketplace for Indigenous artists.
 3. **Community Cultural Center:** Develop a vision statement, and to identify a location, administrative structure, and funding partners for an Indigenous Community Cultural Center. This is the costliest of the recommendations and also the most frequently articulated.
 4. **Education:** Work with Flagstaff Unified School District to support expanded curricula and staff training on Indigenous histories, cultures, and contributions.
 5. **Public Safety and Criminal Justice:** Work with Police, Fire Departments and the Courts to include conversations and input on public safety.
 6. **Wellness:** Take initiative in identifying, assisting, and supporting Indigenous organizations to build culturally grounded resources for the treatment of intergenerational trauma and other sources of damage expressed by means of substance abuse, homelessness, domestic violence, and suicide. Including positive programs such as Indigenous community gardens and youth-elder programs ideally based within Community Cultural Center. Explore ways to show consideration and respect for lands that are revered, beloved, and sacred for Indigenous people. This is a paramount issue of physical, mental, and spiritual health for the Indigenous people of Flagstaff.
 7. **Housing:** Work with Indigenous organizations to further support affordable housing for Indigenous people. Identify and recommend ways the City can ease the burden of Flagstaff's restrictive price levels for housing and utilities.
 8. **Transportation:** Explore solutions to regional transportation deficits that place particular obstacles in the path of Native Indigenous people who travel between the City and nearby homes or additional family homes for work, shopping, family connections, and health services.

2-26-001-0005 MEETINGS; ATTENDANCE

- A. The Commission shall hold regular meetings at such dates and times as determined by the members except that the Chairperson may call a special meeting with not less than twenty-four (24) hours' notice as properly posted under Arizona Open Meeting laws.
- B. The Indigenous Commission shall not conduct any business at a meeting unless a quorum is present. A quorum shall consist of four (4) voting members of the Commission.
- C. Official business shall be conducted pursuant to the Board and Commission Members' Rules and Operations Manual adopted by Resolution No. 2019-38 of the City Council, as may be amended from time to time, and in accordance with meeting procedures, if any, adopted by the Commission insofar as they are not in conflict with the Board and Commission Members' Rules and Operations Manual. In the event of any such conflict, the provisions of the Board and Commission Members' Rules and Operations Manual shall prevail.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Georganna Staskey, Deputy City Clerk
Date: 01/29/2026
Meeting Date: 02/03/2026



TITLE:

Consideration of Appointments: Audit Committee

STAFF RECOMMENDED ACTION:

1. Vice Mayor to make one appointment.

Executive Summary:

The Audit Committee meets as needed, but at least once a year, to review the Annual Financial and Single Audit reports. The Committee is made up of one member from the City Council, the City Manager or designee, the Management Services Director and three members of the community.

There are currently two seats available. It is important to fill vacancies on Committees quickly so as to allow the Committee to continue meeting as needed. 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 is one application currently on file:

- Shawn Barker

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: Vice Mayor Sweet

Financial Impact:

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

Policy Impact:

None.

Previous Council Decision or Community Discussion:

None.

Options and Alternatives to Recommended Action:

1. Appoint one Member: By appointing members at this time, this allows the Audit Committee 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: [Audit Authority Papers](#)

CITY OF FLAGSTAFF, ARIZONA

RESOLUTION NO. 1320

A RESOLUTION ESTABLISHING A CITY AUDIT COMMITTEE, AND PROVIDING FOR THE MEMBERSHIP, DUTIES AND PROCEDURES FOR SAID COMMITTEE.

WHEREAS, the City Council is charged with ensuring that the financial statements of the City are reliable and fairly presented; and

WHEREAS, the Council desires the assistance of members of the community as well as the professional expertise of members of the City Staff;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1: There is hereby established a CITY AUDIT COMMITTEE.

SECTION 2: That the following shall constitute the membership of this Committee:

- A. One member of the City Council.
- B. The City Manager or his designee.
- C. The Administrative Services Director.
- D. The Internal Auditor.
- E. Two members of the community, as approved by the City Council.

The City Manager or his designee shall act as Chairman of the Committee.

SECTION 3: The Committee shall meet from time to time as determined by the Chairman or as called by the City Council.

SECTION 4: The duties of the Audit Committee are, but not limited to, the following:

Reviewing significant financial information for reliability, timeliness, clarity, appropriateness of disclosure, and compliance with generally accepted accounting principles and legal requirements;

Ascertaining that internal accounting controls are appropriately designed and functioning effectively;

Evaluating independent audit firms and selecting one for City Council approval;

Overseeing the scope and performance of the independent audit function;

Overseeing the scope and performance of the internal audit function;

CITY OF FLAGSTAFF, ARIZONA

RESOLUTION NO. 1320

Page 2

Ensuring that the auditors' recommendation for improvements in internal controls and operating methods receive management's attention and are implemented on a timely basis; and

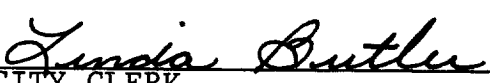
Providing an effective communications link between the auditors and the City Council.

SECTION 5: This Committee shall remain in effect until rescinded by the City Council. Individuals shall remain members unless removed by resignation, change of City employment status or action by Council.

PASSED AND ADOPTED by the Council and approved by the Mayor of the City of Flagstaff, this 6th day of September, 1983.


MAYOR

ATTEST:


CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY

RESOLUTION NO. 2029

A RESOLUTION AMENDING RESOLUTION NO. 1320, CHANGING THE MEMBERSHIP OF THE AUDIT COMMITTEE.


BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1: That Section 2 of Resolution No. 1320 be amended to read as follows:

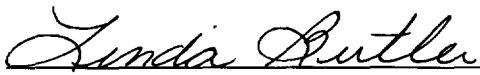
- A. One member of the City Council.
- B. The City Manager or his designee.
- C. The Administrative Services Director.
- D. ~~The Internal Auditor.~~
- E. ~~Two~~ Three members of the community, as approved by the City Council.

The City Manager or his designee shall act as Chairman of the Committee.


PASSED AND ADOPTED by the Council and approved by the Mayor of the City of Flagstaff, this 17th day of October, 1995.


MAYOR

ATTEST:


CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY

Additions indicated by redline, deletions by ~~strikeout~~.

RESOLUTION NO. 2002-59

A RESOLUTION AMENDING RESOLUTION NO. 2029, AMENDING THE MEMBERSHIP OF THE AUDIT COMMITTEE.

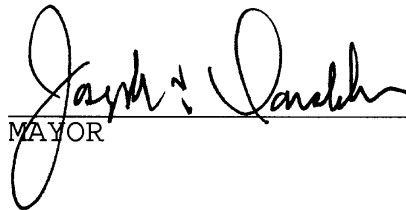
BE IT RESOLVED by the Council of the City of Flagstaff as follows:

SECTION 1. That Section 1 of Resolution No. 2029 is amended to read as follows:

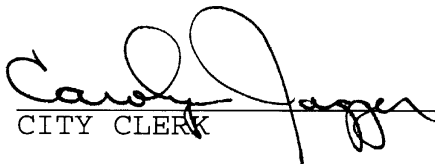
- A. One member of City Council
- B. The City Manager or his designee.
- C. The ~~Administrative Services Director~~ Management Services Director.
- D. Three members of the community, as approved by the City Council.

The City Manager or his designee shall act as Chairman of the Committee.

PASSED AND ADOPTED by the Council and approved by the Mayor of the City of Flagstaff, the 3rd day of September, 2002.


MAYOR

ATTEST:


CITY CLERK

APPROVED TO AS FORM:


CITY ATTORNEY

Additions indicated by underline, deletions by ~~strikeout~~.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Sarah Langley, Public Affairs Director
Date: 01/29/2026
Meeting Date: 02/03/2026



TITLE:

Consideration and Ratification: Letter of Support for the Grand Canyon National Park Airport's Terminal Renovation Project

STAFF RECOMMENDED ACTION:

Retroactively approve the letter of support.

Executive Summary:

City staff received a request to voice the City's support for the Grand Canyon National Park Airport's Terminal Renovation Project and its application for Federal Aviation Administration funding through the Airport Terminal Program (ATP). The Arizona Department of Transportation (ADOT), which manages the Grand Canyon National Park Airport, is applying for a \$16 million ATP grant to upgrade and modernize the terminal. This request is supported by the City's federal transportation and infrastructure priorities. The letter was sent to ADOT for inclusion in the grant application package.

Financial Impact:

N/A

Policy Impact:

N/A

Previous Council Decision or Community Discussion:

N/A

Options and Alternatives to Recommended Action:

N/A

Background and History:

N/A

Connection to PBB Priorities and Objectives:

This letter of support is in alignment with the Council's Sustainable and Innovative Infrastructure and Robust and Resilient Economy PBB Objectives.

Connection to Regional Plan:

N/A

Connection to Carbon Neutrality Plan:

N/A

Connection to 10-Year Housing Plan:

N/A

Connection to Division Specific Plan:

N/A

Attachments: Letter of Support



CITY OF FLAGSTAFF

January 13, 2026

The Honorable Sean Duffy
Secretary
U.S Department of Transportation
1200 New Jersey Avenue SE
Washington, D.C. 20590

Secretary Duffy,

I am writing to express my strong support for the Grand Canyon National Park Airport's Terminal Renovation Project and its application for Federal Aviation Administration funding through the Airport Terminal Program (ATP). The Arizona Department of Transportation (ADOT), which manages the Grand Canyon National Park Airport, is applying for a \$16 million ATP grant to upgrade and modernize the terminal. The State of Arizona has already committed \$850,000 in funding for this important infrastructure project.

The Grand Canyon National Park Airport plays a critical role in supporting economic development, tourism, and transportation in northern Arizona. As a gateway to one of the nation's most treasured natural landmarks, the airport serves visitors from across the country and around the world, while also supporting general aviation, emergency response operations, and regional connectivity in the rural area.

The Airport's terminal facility is aging and no longer meets the safety, operational, and accessibility needs of current users. The proposed terminal renovation will modernize essential infrastructure, enhance safety and accessibility, and improve overall efficiency, providing a better and welcoming functional experience for travelers. These improvements will ensure the airport can continue to meet demand in a safe, reliable, and compliant manner.

This project represents a responsible investment in public infrastructure that will strengthen the regional economy, support local employment, and reinforce the long-term viability of tourism in northern Arizona. Modern airport facilities are essential to sustain economic activity and ensure continued access to the Grand Canyon for visitors, residents, and emergency services. The Grand Canyon National Park Airport has demonstrated its value as a regional asset and community partner, and this terminal renovation is both necessary and essential for the future.



CITY OF FLAGSTAFF

For these reasons, I strongly support the Grand Canyon National Park Airport Terminal Renovation Project and respectfully encourage favorable consideration of its funding request through the ATP.

Sincerely,

A handwritten signature in black ink that reads "Becky Daggett". The signature is written in a cursive style and is contained within a thin black rectangular border.

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

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Jessica Matias, Chief of Staff
Date: 01/29/2026
Meeting Date: 02/03/2026



TITLE:

Consideration and Ratification of Letter of Support: Letter of Support for SB1064 (Appropriation, U.S. Route 66; improvements)

STAFF RECOMMENDED ACTION:

Retroactively approve the letter of support.

Executive Summary:

The City issued a letter of support for SB1064 (Appropriation, U.S. Route 66; improvements), which allocates \$3,000,000 from the state general fund to the Arizona Department of Transportation for distribution to the City of Flagstaff to design and construct improvements along U.S. Route 66 between Interstate 40 and Milton Road.

City staff sent the attached letter to our Honorable Representatives on January 15, 2026, to be included in their decision making process.

Financial Impact:

None

Policy Impact:

None

Previous Council Decision or Community Discussion:

None

Options and Alternatives to Recommended Action:

N/A

Background and History:

N/A

Connection to PBB Priorities and Objectives:

This letter is in support of the following PBB Priorities:

- Livable Community
- Inclusive & Engaged Community
- Sustainable & Innovative Infrastructure

Connection to Regional Plan:

N/A

Connection to Carbon Neutrality Plan:

N/A

Connection to 10-Year Housing Plan:

N/A

Connection to Division Specific Plan:

N/A

Attachments: Letter of Support



CITY OF FLAGSTAFF

FLAGSTAFF CITY COUNCIL

211 West Aspen Avenue, Flagstaff, Arizona 86001

Main Line: 928-213-2000

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

January 15, 2026

To: Chair Farnsworth, Vice Chair Kavanagh, and Members of the Senate Appropriations, Transportation & Technology Committee

RE: Support of SB1064 (Appropriation; U.S. Route 66; improvements)

Dear Honorable Representatives,

On behalf of the City of Flagstaff, I write to express our strong support for SB1064, which appropriates \$3,000,000 from the state general fund to the Arizona Department of Transportation for distribution to the City of Flagstaff to design and construct improvements along U.S. Route 66 between Interstate 40 and Milton Road.

We sincerely thank Senator Wendy Rogers for sponsoring this bill and for her leadership on this important corridor.

The West Route 66 Improvements project is a priority for Flagstaff and the region. The project will make capacity and safety improvements to one of the highest-growth roadways in the City of Flagstaff. The project includes two new roundabouts, sidewalks, bike lanes, and transit stops. The timing of this project aligns with the centennial of West Route 66, one of our nation's premier historic routes.

Benefits to the State, the City of Flagstaff and the region are numerous and include lessening congestion, providing access to future growth areas to support new housing, providing enhanced truck access from I-40 into the City, safety improvements on a high-crash corridor, more effective evacuation routes, and improved pedestrian and bicycle mobility for families.

The concept design for the project is has been completed and the City of Flagstaff has committed just under \$11 million in local funds.

We respectfully urge the Committee to advance SB1064. Thank you for your consideration and for your work to improve safety, mobility, and economic vitality in northern Arizona.

Sincerely,

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

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Teddy Callan, Procurement Specialist
Co-Submitter: Emily Markel
Date: 01/29/2026
Meeting Date: 02/03/2026



TITLE:

Consideration and Approval of Contract: Approve Amendment(s) to the Custodial Services Contract(s) with Pinnacle Janitorial, Inc. dba Pinnacle Building Services ("Pinnacle") to reflect the City of Flagstaff 2026 Minimum Wage Adjustment.

STAFF RECOMMENDED ACTION:

1. Approve the Fourth Amendment to the City-Wide Custodial Services Contract with Pinnacle to reflect the 2026 Minimum Wage Adjustment; and
2. Approve the Second Amendment to the Airport Custodial Services Contract with Pinnacle to reflect the 2026 Minimum Wage Adjustment; and
3. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The City of Flagstaff contracts with Pinnacle to provide custodial services at multiple City facilities under the City-Wide Custodial Services Contract and at the Flagstaff Pulliam Airport under a separate Airport Custodial Services Contract.

Effective January 1, 2026, the City of Flagstaff minimum wage increased from \$17.85 to \$18.35 per hour. Pinnacle formally notified the City that the minimum wage increase would require a corresponding 3.25% increase to Pinnacle's bill rates to account for wages, taxes, and insurance, in order to maintain staffing and service quality.

The proposed amendments update the compensation provisions and associated pricing exhibits for both the City-wide and Airport custodial contracts to reflect the 2026 City minimum wage adjustment and update Airport cleaning frequencies to more accurately reflect their needs. All other terms and conditions of the original contracts remain unchanged.

Financial Impact:

These Amendments implement a 3.25% increase to Pinnacle's bill rates associated with the January 1, 2026, City minimum wage increase.

- City-wide custodial services: Varies by Division (custodial services line items)
- Airport custodial services: Airport Fund (221-07-221-0883-0-4233)

Policy Impact:

Approval of these Amendment(s) support the City's policy objective to maintain clean, safe, and presentable facilities for the public and City staff, while ensuring contracted service providers are able to comply with City minimum wage requirements and maintain service levels.

Previous Council Decision or Community Discussion:

City-Wide Custodial Services

1. On June 18, 2024, the City Council awarded City-Wide Custodial Services to Pinnacle.
2. On August 28, 2024, the City Council adopted the First Amendment to add additional facilities.
3. On February 12, 2025, the City Council approved the Second Amendment to reflect the 2025 Minimum Wage Adjustment.
4. On November 21, 2025, the City Council approved the Third Amendment to update cleaning frequencies.

Airport Custodial Services

1. On November 4, 2024, the City Council awarded Pinnacle the Airport Custodial Services contract.
2. On February 12, 2025, the City Council approved the First Amendment to reflect the 2025 Minimum Wage Adjustment.

Options and Alternatives to Recommended Action:

1. Approve the Fourth Amendment to the City-Wide Custodial Services Contract with Pinnacle to reflect the 2026 Minimum Wage Adjustment; and
2. Approve the Second Amendment to the Airport Custodial Services Contract with Pinnacle to reflect the 2026 Minimum Wage Adjustment; or
3. Do not approve these Amendments and provide alternate direction to staff regarding custodial service delivery.

Background and History:

Council approved a city-wide contract on June, 18, 2024. The City received a total of eight proposals for custodial services through a formal solicitation posted to PlanetBids. An evaluation committee consisting of representatives of various City facilities and one outside representative reviewed and scored the proposals. The three highest-scoring Proposers were then invited to a formal discussion with the Evaluation Committee. The discussions consisted of an established set of questions provided to the contractors beforehand. The combined scoring tabulation from the initial evaluation of the proposals and the discussion process resulted in two top Proposers: DetailXperts and Pinnacle Building Services. Some history regarding the selected Contractors is provided below. When awarding the two vendors, Pinnacle was the only responsive, responsible to sign with the City of Flagstaff.

Pinnacle Building Services was founded in 1994, in Flagstaff, Arizona. In their proposal, Pinnacle described utilizing two tools to help provide proactive service and maintain customer focus; Connecteam for reporting, tracking and training materials, and Sortly for inventory management. Pinnacle scored 613 out of the total 690 points possible.

Connection to PBB Priorities and Objectives:

N/A

Connection to Regional Plan:

N/A

Connection to Carbon Neutrality Plan:

N/A

Connection to 10-Year Housing Plan:

N/A

Connection to Division Specific Plan:

N/A

Attachments: Fourth Amendment City-Wide Custodial Services
Second Amendment Airport Custodial Services

FOURTH AMENDMENT

CITY-WIDE CUSTODIAL SERVICES CONTRACT FOR PURCHASE OF MATERIALS/SERVICES Contract No. 2024-26

This Fourth Amendment (“Fourth Amendment”) is entered into this _____ day of _____, 2026, by and between the City of Flagstaff, a political subdivision of the State of Arizona, and Pinnacle Janitorial, Inc. dba Pinnacle Building Services, an Arizona corporation (“Contractor”). The City and Contractor may be referred to as “Party” or jointly as “Parties.”

RECITALS

WHEREAS, on June 25, 2024, the City and Contractor entered a contract for the performance of City-Wide Custodial Services (“Initial Contract”);

WHEREAS, the Initial Contract has been amended three times to add locations, frequencies and reflect past increases in the cost of labor documented by the Contractor; and

WHEREAS, the Parties desire to further amend the Initial Contract with a Fourth Amendment to reflect the increase in costs of labor for Contractor anticipated by the adjustment to the City of Flagstaff minimum wage on January 1, 2026.

AGREEMENT

NOW, THEREFORE, effective on the last date of execution, and in consideration for the mutual promises contained herein, the Parties agree as follows.

A. Pursuant to Section 2, “Compensation,” the compensation paid by the City to Contractor is amended to reflect increases in the minimum wage as identified in the 2026 Minimum Wage Increase Request from Pinnacle dated December 1, 2025, 1 page (attached hereto as Exhibit 1).

B. Exhibit A.3 – Frequency Form

The Exhibit A.3 – Custodial Services Proposal and Frequency Form (Last Updated December 18, 2025), attached hereto as Exhibit 2, repeals and replaces all other Exhibit A.3 and/or Exhibit Frequency Forms(s) which have been included in past versions of this contract.

C. The Recitals included in this Fourth Amendment are incorporated herein.

D. All other terms and conditions of the Initial Contract and other amendments, except to the extent amended herein, remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Fourth Amendment as of the date hereinbefore indicated.

City of Flagstaff

Contractor

By: _____
City Manager

By: _____

Title: _____

Dated: _____

Dated: _____

Attest:

Approved as to form:

City Clerk

City Attorney

Exhibit 1
2026 Minimum Wage Increase Request

EXHIBIT 1 - 2026 MINIMUM WAGE INCREASE REQUEST



December 1st, 2025


Hi Teddy,

I hope all is well. Flagstaff has decided to increase its minimum wage starting January 1, 2026, from \$17.85 an hour to \$18.35 an hour, a 2.8% base rate increase. In order to provide the best service, Pinnacle Janitorial will need to increase our bill rate. With our new burden of additional taxes and insurance, we will need to increase our bill rate by 3.25% to accommodate the city-required rate increase starting on January 1, 2026.

Thank you,

Fady Ebeid

Owner / Operator | Pinnacle Building Services

 (818) 356-5046

 fady@pinnacleflag.com

 pinnaclecleaningaz.com

Exhibit 2

Exhibit A.3 – Custodial Services Proposal and Frequency Form
(Last Updated December 18, 2025)

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

CITY HALL

Minimum # of staff
required for each

visit: **4**

FREQUENCY TASK LIST				
BASIC SERVICES	PER DAY	SEMI-WEEKLY	WEEKLY	LUMP SUM
Floors/Carpeted (all areas)				
Vacuum all carpet (under desks, tables, chairs)			X	
Vacuum traffic areas	X			
Spot clean carpet (as needed or as found)	X			
Floors/Non-Carpeted				
Dry Mop	X			
Wet Mop	X			
Concrete Stair Wells				
Concrete stair wells, sweep/mop			X	
Concrete stair wells, pick up large debris	X			
Doors				
Clean all glass doors and side glasses	X			
Stainless Steel - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).			X	
Stairs, Stair Landing, Walks & Hallways				
Sweep or vacuum (if carpeted)	X			
Wet Mop			X	
Vents - Exhaust Dust			X	
Handrails Stairs and Bridge to Restrooms - Disinfect, spray and wipe all wood handrails	X			
Tables/Surfaces - (Ledges / Countertops) - Clean and disinfect	X			
Payphone Area and Elevator				
Disinfect and clean all buttons and handicap buttons (spray and wipe)	X			
Wet Mop	X			
File Cabinets and Card Files - Dust			X	
Water Fountains - Clean and Disinfect	X			
Wastebaskets - Empty (change liners as needed)	X			

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

CITY HALL

Trash & Recycle Containers			
Trash - Empty and replace liner as needed	X		
Recycling - Empty. Do not use plastic liners in employee offices	X		
Dusting - High dusting (6ft to 20 ft)		X	
Dusting - Low dust (to 6 foot height)		X	
FREQUENCY TASK LIST			
BASIC SERVICES	PER DAY	SEMI-WEEKLY	WEEKLY
			LUMP SUM
Rest Rooms			
Clean floor drain cover add deodorizer	X		
Clean and sanitize stalls, commodes and urinals	X		
Clean mirrors and shelves	X		
Wash urinals, walls surrounding urinal & toilet partitions	X		
Clean sinks and chrome, fill soap dispensers	X		
Clean and fill napkin disposal and change liner	X		
Wet mop and disinfect	X		
Fill toilet paper dispenser	X		
Spot clean walls, pipe fixtures	X		
Clean walls			X
Empty trash containers	X		
Fill and damp clean seat cover dispenser	X		
Damp clean exterior of trash container			X
Treat all floor drains - 1 gallon of water and disinfect	X		
Employee Lunchrooms, Kitchens, Lounges, Council Conference Rooms, Lobbies and Hallways			
Sand Urns - Empty	X		
Refrigerator - Clean exterior (damp cloth)			X
Clean chairs with damp cloth			X
Empty Wastebaskets (and change liners as needed)	X		

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

CITY HALL

Clean ledges, counter tops, appliance and furniture (damp cloth)	X	
Clean tables	X	
Vacuum carpet thoroughly	X	
Clean sinks	X	
Damp clean exterior of trash container	X	
Floors, mop and disinfect	X	
Microwave & Toasters		
Clean Interior and Exterior	X	
TOTAL BASIC SERVICES		\$6,834.82
10		
MONTHLY SERVICES	MONTHLY	LUMP SUM
Windows - Entrance glass & slanted glass - Clean	X	\$74.41
Doors - Clean all non-glass doors & door jams	X	\$63.78
Clean all office glass panels next to doors	X	\$58.46
Dusting (Spray and Wipe)		
Windows - Blinds	X	\$63.78
Vents/Exhaust	X	\$42.52
High dust (above 6 feet to 20 feet)	X	\$63.78
Remove all cobwebs	X	\$42.52
Floor Mats - Wash	X	\$53.15
Rest Rooms		\$53.15
Disinfect and clean all walls	X	
Floors - Lobby First Floor, Hallways and Breakrooms		
Buff	X	\$42.52
TOTAL MONTHLY SERVICES		\$558.07

COST SUMMARY				
SERVICE	FREQUENCY	UNIT COST	ESTIMATED HOURS PER SERVICE	EXTENDED PRICE

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

CITY HALL

Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$6,834.82	10	\$82,017.90
Monthly Services	12-MONTHS - Times 12	\$558.07	20	\$6,696.84
TOTAL ANNUAL CONTRACT AMOUNT				\$88,714.74

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

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

CITY HALL

<p>Desks - Cleaning/Waxing of desks</p>		<p style="text-align: right;">\$26.50 per man hour</p>
<p>Walls - Spot clean</p>		<p style="text-align: right;">\$26.50 per man hour</p>
<p>Sofas, Chairs, office chairs, Council Chambers & Conference areas</p>		
<p>Clean and dust</p>		<p style="text-align: right;">\$26.50 per man hour</p>
<p>Windows</p>		
<p>Interior</p>		<p style="text-align: right;">\$1,115.00</p>
<p>Exterior</p>		<p style="text-align: right;">\$2,350.00</p>
<p>Sofas, Chairs, office chairs, Council Chambers & Conference areas -</p>		
<p>Shampoo - Note: The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.</p>		<p style="text-align: right;">\$26.50 per man hour</p>

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

MILLIGAN HOUSE

Minimum # of staff
required for each

visit: Determined by
Contractor

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

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

MILLIGAN HOUSE

Damp clean exterior of trash container	X	
Treat all floor drains - 1 gallon of water and disinfect	X	
FREQUENCY		
BASIC SERVICES	PER DAY	WEEKLY
Employee Lunchrooms, Kitchens, Lounges, Conference Rooms, Lobbies and Hallways		LUMP SUM
Refrigerator - Clean exterior (damp cloth)		X
Empty Wastebaskets (and change liners as needed)	X	
Clean ledges and counter tops (damp cloth)	X	
Vacuum carpet thoroughly	X	
Clean sinks	X	
Damp clean exterior of trash container	X	
Floors, mop and disinfect	X	
Microwave		
Exterior	X	
Interior		X
Outside Foyer - Dry Mop		X
TOTAL BASIC SERVICES		\$616.52

FREQUENCY		
MONTHLY SERVICES	MONTHLY	LUMP SUM
Doors		
Clean all non-glass doors & door jams	X	\$20.20
Clean all glass panels next to doors	X	\$8.51
Dusting		
Windows - Blinds	X	\$34.01
Vents/Exhaust	X	\$8.51
Book and Magazine Shelves	X	\$8.51
High dust (above 6 feet)	X	\$18.07
Remove all cobwebs	X	\$8.51
Rest Rooms		
Disinfect walls	X	\$24.78
TOTAL MONTHLY SERVICES		\$131.10

COST SUMMARY				
SERVICE	FREQUENCY	UNIT COST	ESTIMATED HOURS PER SERVICE	EXTENDED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$616.52	2	\$7,398.24

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

MILLIGAN HOUSE

Monthly Services	12-MONTHS - Times 12	\$131.10	7	\$1,573.20
TOTAL ANNUAL CONTRACT AMOUNT				\$8,971.44
AS REQUESTED SERVICES				
Windows				
Interior				\$140.00
Exterior				\$170.00
Sofas, Chairs, office chairs & Conference areas				
Shampoo - Note: The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.				
				.22 per square ft
Doors				
Oil all non-glass doors				\$16.00
Dusting				
Beams				\$8.00
Refrigerator - Defrost and clean				\$70.00
Floors/Non-Carpeted				
Strip, Wax and Buff				45 cents a square fett
Cement floors, strip and seal				45 cents a square fett
Lights - Clean (wash fixtures & bulbs)				\$26.5 per man hour
Floors/Carpeted				
Spot clean carpet				\$26.50 per man hour
Shampoo Carpets - Note: Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.				
Concrete stair wells, sweep/mop				\$26.50 per man hour
Desks - Cleaning/Waxing of desks				\$26.50 per man hour
Walls - Spot clean				\$26.50 per man hour
Sofas, Chairs, office chairs & Conference areas				
Clean and dust				\$26.50 per man hour

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

LIBRARY

Minimum # of staff required

for each visit: **3**

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

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

LIBRARY

Wash urinals, walls surrounding urinal & toilet partitions	1,2	
Clean sinks and fixtures, fill soap dispensers	1,2	
Clean and fill napkin disposal and change liner	1,2	
Wet mop and disinfect	1,2	
Fill toilet paper dispenser	1,2	
Spot clean walls, pipe fixtures	1,2	
Clean walls	X	
Empty trash containers and change liners	1,2	
Fill and damp clean seat cover dispenser	1,2	
Damp clean exterior of trash container	1,2	
Clean all kick plates & door fixtures	1,2	
Treat all floor drains - 1 gallon of water and disinfect (not bleach)	1,2	
Employee Lunchrooms, Kitchens, Lounges, Conference Rooms, Lobbies and Hallways		
Clean chairs with damp cloth	X	
Empty Wastebaskets and change liners	X	
Clean ledges and counter tops (damp cloth)	X	
Clean tables	X	
Vacuum carpet thoroughly	X	
Clean sinks	X	
Damp clean exterior of trash container	X	
Microwave		
Exterior	X	
Interior	X	
Refrigerators (wipe down outside)	X	
TOTAL BASIC SERVICES		\$5,293.53

MONTHLY SERVICES	FREQUENCY	
	MONTHLY	LUMP SUM
Doors		
Clean all non-glass doors & door jams	X	\$63.78
Clean all glass panels next to doors and metal framing	X	\$58.46
Dusting	X	
Blinds(dusting not cleaning)	X	\$58.46
Vents/Exhaust	X	\$34.01
High dust (above 6 feet)	X	\$58.46
Remove all cobwebs	X	\$37.20
Floor Mats - Wash	X	\$53.15
Payphones - Clean and disinfect	X	\$15.94

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

LIBRARY

Rest Rooms Disinfect walls	X	\$42.52
TOTAL MONTHLY SERVICES		\$421.99

COST SUMMARY

SERVICE	FREQUENCY	UNIT COST	ESTIMATED HOURS PER SERVICE	EXTENDED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$5,293.53	5.5	\$63,522.41
Monthly Services	12-MONTHS - Times 12	\$421.99	14	\$5,063.94
TOTAL ANNUAL CONTRACT AMOUNT				\$68,586.35

AS REQUESTED SERVICES

Ledges and Counter tops - polish with		\$26.5 per man hour
Windows		
Interior		\$2,700.00
Exterior (Screens removed for cleaning)		\$3,200.00
Doors		
Oil all non-glass doors		\$26.5 per man hour
Dusting		
Beams		\$26.5 per man hour
Refrigerator - Clean		\$26.5 per man hour
Floors/Non-Carpeted		
Wet clean all ceiling fan blades and fixtures		\$26.5 per man hour
Lights - Dust all light fixtures		\$26.5 per man hour
Floors/Carpeted		
Spot clean carpet		\$26.5 per man hour
Emergency Service Call - for example: Restroom Cleanup/ physical issues		\$60 per man hour
Desks - Cleaning/Waxing of desks		\$26.5 per man hour
Walls - Spot clean		\$26.5 per man hour
Dusting IT area - (we prep it)		\$26.5 per man hour
Wet Mop, Spray and buff		\$26.5 per man hour
Chairs and Sofas - Vacuum upholstery staff area		\$26.5 per man hour
Garage and Loading Dock - Approximately 14, 000 square feet. Hosing of underground parking area. City to provide clear drain.		\$45 per man hour
CARPET CLEANING/SHAMPOOING		

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

LIBRARY

Shampoo - Note: The shampooing of furniture/carpets will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.

20 cents a square ft

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

EAST BRANCH LIBRARY

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

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

EAST BRANCH LIBRARY

Clean sinks and fixtures, fill soap	X	
Clean and fill napkin disposal and change	X	
Wet mop and disinfect	X	
Fill toilet paper dispenser	X	
Spot clean walls, pipe fixtures	X	
Clean walls, removing graffiti or report to Library Manager	X	
Empty trash contrainers and change liners	X	
Fill and damp clean seat cover dispenser	X	
Damp clean exterior of trash container	X	
Clean all kick plates & door fixtures	X	
Treat all floor drains - 1 gallon of water and	X	
Employee Lunchrooms, Kitchens,		
Clean chairs with damp cloth		X
Empty Wastebaskets and change liners	X	
Clean ledges and counter tops (damp cloth)	X	
Clean tables	X	
Vacuum carpet thoroughly	X	
Clean sinks	X	
Damp clean exterior of trash container	X	
Exterior (Trash container)	X	
Interior (Trash container)		X
Refrigerators (wipe down outside)		X
TOTAL BASIC SERVICES		\$2,529.63

MONTHLY SERVICES	FREQUENCY	
	MONTHLY	LUMP SUM
Doors		
Clean all non-glass doors & door jams	X	\$10.33
metal framing	X	\$12.39
Dusting		
Blinds(dusting not cleaning)	X	\$25.81
Vents/Exhaust	X	\$20.65
High dust (above 6 feet)	X	\$51.63
Remove all cobwebs	X	\$41.30
Floor Mats - Wash	X	\$25.81
Rest Rooms		
Disinfect walls	X	\$25.81
TOTAL MONTHLY SERVICES		\$213.73

COST SUMMARY

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

EAST BRANCH LIBRARY

SERVICE	FREQUENCY	UNIT COST	ESTIMATED HOURS PER SERVICE	EXTENDED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$2,529.63	3	\$30,355.50
Monthly Services	12-MONTHS - Times 12	\$213.73	4	\$2,564.73
TOTAL ANNUAL CONTRACT AMOUNT				\$32,920.23

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

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

VISITORS CENTER

Minimum # of staff
required for each

visit: **Determined by
Contractor**

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

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

VISITORS CENTER

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

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

VISITORS CENTER

BASIC SERVICES	FREQUENCY TASK LIST			LUMP SUM
	DAILY	SEMI-WEEKLY	WEEKLY	
Office Area				
Wipe down filing cabinets			X	
Wipe clean all telephones/sanitize ear and mouthpieces	X			
Vacuum thoroughly	X			
Wastebaskets and trash containers emptied; liner changed as needed	X			
Exterior of wastebaskets and trash containers wiped down	X			
Dusting				
Remove all cobwebs			X	
Outside Perimeter				
Within 20-feet of building parameter ensure trash and cigarette butts are disposed of	X			
Sweep within 10-feet of building parameter	X			
Wipe down benches	X			
Trash Containers, Exterior				
Remove cigarette butts from urns	2			
Wastebaskets and trash containers emptied; liner changed as needed	X			
Exterior of wastebaskets and trash containers wiped down	X			
Doors Exterior (including side glass panels)				
Glass cleaned inside and out	X			
Door frames wiped down	X			
Metal plates and kick plates shined with no streaks	X			
Clean door sills	X			
Windows, Exterior			X	
Wash window sills			X	
TOTAL BASIC SERVICES				\$ 4,334.20
COST SUMMARY				
SERVICE	FREQUENCY	UNIT COST	ESTIMATED HOURS PER SERVICE	EXTENDED PRICE

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

VISITORS CENTER

Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$4,334.20	4.25	\$52,010.34
TOTAL ANNUAL CONTRACT				\$52,010.34
AS REQUESTED SERVICES				
LUMP SUM				
Windows, Interior				
Wash low windows				\$240.00
Dust blinds				\$30.00
Walls - Scrub baseboards				\$26.50 per man hour
Dusting				
Pictures				\$26.50 per man hour
Windows, Exterior				
Wash low windows				\$300.00
Windows, Interior and Exterior				
Wash high windows				\$900.00
Lights and Ceiling Fans				
Dust ceiling lighting and fans				\$26.50 per man hour
Dusting				
High dusting (over 6-feet)				\$26.50 per man hour
Chairs				
Cloth Chairs steam cleaned				\$26.50 per man hour
Floors - High pressure steam				\$1,500
Outside Perimeter				
Power spray walkway along the front side of building				\$600

**CUSTODIAL SERVICES
PROPOSAL FREQUENCY FORM**

ParkFlag Office

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

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

**CUSTODIAL SERVICES
PROPOSAL FREQUENCY FORM**

ParkFlag Office

Spot clean walls, pipe fixtures	X	
Clean walls	X	
Empty trash containers	X	
Fill and damp clean seat cover dispenser	X	
Damp clean exterior of trash container	X	
Treat all floor drains - 1 gallon of water and disinfect		X
Employee Lunchrooms, Kitchens, Lounges, Conference Rooms, Lobbies, Hallways and Offices		
Sand Urns- empty	X	
Refrigerator - Clean exterior (damp cloth)		X
Clean chairs with damp cloth	X	
Empty Wastebaskets (and change liners as needed)	X	
Clean ledges and counter tops (damp cloth)	X	
Clean tables	X	
Vacuum carpet thoroughly	X	
Clean sinks	X	
Damp clean exterior of trash container	X	
Floors, mop and disinfect	X	
Microwave		
Exterior		X
Interior		X
TOTAL BASIC SERVICES		\$700.06

FREQUENCY		
MONTHLY SERVICES	MONTHLY	LUMP SUM
Doors		
Clean all non-glass doors & door jams	X	\$14.88
Clean all glass panels next to doors	X	\$8.50
Dusting		
Windows - Blinds	X	\$26.57
Vents/Exhaust	X	\$8.50
Book and Magazine Shelves	X	\$8.50
High dust (above 6 feet)	X	\$18.07
Remove all cobwebs	X	\$8.50
Rest Rooms		
Disinfect walls	X	\$24.71
TOTAL MONTHLY SERVICES		\$118.25

COST SUMMARY				
SERVICE	FREQUENCY	UNIT COST	ESTIMATED HOURS PER SERVICE	EXTENDED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$700.06	2	\$8,400.72

**CUSTODIAL SERVICES
PROPOSAL FREQUENCY FORM**

ParkFlag Office

Monthly Services	12-MONTHS - Times 12		\$118.25	5	\$1,418.98
TOTAL ANNUAL CONTRACT AMOUNT					\$9,819.70

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

**CUSTODIAL SERVICES
PROPOSAL FREQUENCY FORM**

NACET BUSINESS INCUBATOR

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

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

**CUSTODIAL SERVICES
PROPOSAL FREQUENCY FORM**

NACET BUSINESS INCUBATOR

Clean walls	X	
Empty trash containers	X	
Fill and damp clean seat cover dispenser	X	
Damp clean exterior of trash container	X	
Treat all floor drains - 1 gallon of water and disinfect		X
Employee Lunchrooms, Kitchens, Lounges, Conference Rooms, Lobbies, Hallways and Offices		
Sand Urns- empty	X	
Refrigerator - Clean exterior (damp cloth)		X
Clean chairs with damp cloth	X	
Empty Wastebaskets (and change liners as needed)	X	
Clean ledges and counter tops (damp cloth)	X	
Clean tables	X	
Vacuum carpet thoroughly	X	
Clean sinks	X	
Damp clean exterior of trash container	X	
Floors, mop and disinfect	X	
Microwave		
Exterior		X
Interior		X
TOTAL BASIC SERVICES		\$1,700.73

FREQUENCY		
MONTHLY SERVICES	MONTHLY	LUMP SUM
Doors		
Clean all non-glass doors & door jams	X	\$20.20
Clean all glass panels next to doors	X	\$8.50
Dusting		
Windows - Blinds	X	\$34.01
Vents/Exhaust	X	\$8.50
Book and Magazine Shelves	X	\$8.50
High dust (above 6 feet)	X	\$18.07
Remove all cobwebs	X	\$8.50
Rest Rooms		
Disinfect walls	X	\$25.51
TOTAL MONTHLY SERVICES		\$127.66

COST SUMMARY				
SERVICE	FREQUENCY	UNIT COST	ESTIMATED HOURS PER SERVICE	EXTENDED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$1,700.73	2	\$20,408.81
Monthly Services	12-MONTHS - Times 12	\$127.66	6	\$1,531.90

**CUSTODIAL SERVICES
PROPOSAL FREQUENCY FORM**

NACET BUSINESS INCUBATOR

TOTAL ANNUAL CONTRACT AMOUNT	\$21,940.70
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AS REQUESTED SERVICES		LUMP SUM
Windows		
Interior		\$26.50 per man hour
Exterior		\$26.50 per man hour
Sofas, Chairs, office chairs & Conference areas		
Shampoo - Note: The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		22 cents per square foot
Floors/Non-Carpeted		
Strip, Wax and Buff include IT Room		45 cents a square foot
Cement floors, strip and seal		45 cents a square foot
Doors		
Oil all non-glass doors		\$26.50 per man hour
Dusting		
Beams and HVAC		\$16.00
Refrigerator - Defrost and clean		\$16.00
Lights - Clean (wash fixtures & bulbs)		\$16.00
Floors/Carpeted		
Spot clean carpet		\$26.50 per man hour
Shampoo Carpets - Note: Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		22 cents per square foot
Concrete stair wells, sweep/mop		\$26.50 per man hour
Desks - Cleaning/Waxing of desks		\$26.50 per man hour
Walls - Spot clean		\$26.50 per man hour
Sofas, Chairs, office chairs, & Conference areas		
Clean and dust		\$26.50 per man hour

**CUSTODIAL SERVICES
PROPOSAL FREQUENCY FORM**

NACET BUSINESS ACCELERATOR

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

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

**CUSTODIAL SERVICES
PROPOSAL FREQUENCY FORM**

NACET BUSINESS ACCELERATOR

Clean walls	X	
Empty trash containers	X	
Fill and damp clean seat cover dispenser	X	
Damp clean exterior of trash container	X	
Treat all floor drains - 1 gallon of water and disinfect		X
Employee Lunchrooms, Kitchens, Lounges, Conference Rooms, Lobbies, Hallways and Offices		
Sand Urns- empty	X	
Refrigerator - Clean exterior (damp cloth)		X
Clean chairs with damp cloth	X	
Empty Wastebaskets (and change liners as needed)	X	
Clean ledges and counter tops (damp cloth)	X	
Clean tables	X	
Vacuum carpet thoroughly	X	
Clean sinks	X	
Damp clean exterior of trash container	X	
Floors, mop and disinfect	X	
Microwave		
Exterior		X
Interior		X
TOTAL BASIC SERVICES		\$2,232.21

FREQUENCY		
MONTHLY SERVICES	MONTHLY	LUMP SUM
Doors		
Clean all non-glass doors & door jams	X	\$25.74
Clean all glass panels next to doors	X	\$12.76
Dusting		
Windows - Blinds	X	\$42.52
Vents/Exhaust	X	\$12.76
Book and Magazine Shelves	X	\$12.76
High dust (above 6 feet)	X	\$25.51
Remove all cobwebs	X	\$12.76
Rest Rooms		
Disinfect walls	X	\$31.89
TOTAL MONTHLY SERVICES		\$176.68

COST SUMMARY				
SERVICE	FREQUENCY	UNIT COST	ESTIMATED HOURS PER SERVICE	EXTENDED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$2,232.21	3	\$26,786.56
Monthly Services	12-MONTHS - Times 12	\$176.68	10	\$2,120.13

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

TOTAL ANNUAL CONTRACT AMOUNT	\$28,906.69
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AS REQUESTED SERVICES		LUMP SUM
Windows		
Interior		\$26.50 per man hour
Exterior		\$26.50 per man hour
Sofas, Chairs, office chairs & Conference areas		
Shampoo - Note: The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		22 cents per square foot
Floors/Non-Carpeted		
Strip, Wax and Buff include IT Room		45 cents a square foot
Cement floors, strip and seal		45 cents a square foot
Doors		
Oil all non-glass doors		\$26.50 per man hour
Dusting		
Beams and HVAC		\$16.00
Refrigerator - Defrost and clean		\$16.00
Lights - Clean (wash fixtures & bulbs)		\$16.00
Floors/Carpeted		
Spot clean carpet		\$26.50 per man hour
Shampoo Carpets - Note: Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		22 cents per square foot
Concrete stair wells, sweep/mop		\$26.50 per man hour
Desks - Cleaning/Waxing of desks		\$26.50 per man hour
Walls - Spot clean		\$26.50 per man hour
Sofas, Chairs, office chairs, & Conference areas		
Clean and dust		\$26.50 per man hour

Minimum # of staff: 5

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

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

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

CINDER LAKE LANDFILL ADMIN BUILDING

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

BASIC SERVICES	FREQUENCY		LUMP SUM
	SEMI-WEEKLY	WEEKLY	
Floors/Non-Carpeted			
Dry and Wet Mop		X	
Floors/Carpeted			
Vacuum		X	
Tables - Clean & Disinfect		X	
File Cabinets and Card Files - Dust/Disinfect		X	
Wastebaskets - Empty (change liners as needed)		X	
Trash & Recycle Containers Empty (change liners as needed)		X	
Ledges and Counter Tops - Damp clean and polish		X	
Rest Rooms			
Clean and sanitize stalls, commodes and urinals		X	
Clean mirrors and shelves		X	
Wash urinals, walls surrounding urinal & toilet partitions		X	
Clean sinks and chrome, fill soap dispensers		X	
Clean and fill napkin disposal and change liner		X	
Wet mop and disinfect		X	
Fill toilet paper dispenser		X	
Spot clean walls, pipe fixtures		X	
Clean walls		X	
Empty trash containers		X	
Damp clean exterior of trash container		X	
Floors, mop and disinfect		X	
TOTAL BASIC SERVICES			\$446.44

MONTHLY SERVICES	FREQUENCY		LUMP SUM
	MONTHLY		
Floors/Non-Carpeted			
High speed polish all tile floors	X		\$37.20

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

CINDER LAKE LANDFILL ADMIN BUILDING

TOTAL MONTHLY SERVICES			\$37.20	
COST SUMMARY				
SERVICE	FREQUENCY	UNIT COST	ESTIMATED HOURS PER SERVICE	EXTENDED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$446.44	2	\$5,357.31
Monthly Services	12-MONTHS - Times 12	\$37.20	2	\$446.44
TOTAL ANNUAL CONTRACT AMOUNT				\$5,803.75
AS REQUESTED SERVICES				
Floors/Carpeted				
Shampoo				.22 per square ft
Desks - Cleaning/Waxing of desks				\$26.50 per man hour
Windows - Interior				\$26.50 per man hour
Exterior				\$26.50 per man hour
Floors/Non-Carpeted				
Strip, Wax and Buff (2-coats Sealer, 4-coats Wax)				.45 per square ft
Walls - Spot clean				\$26.50 per man hour
Sofas, Chairs, office chairs & Conference areas				
Clean and dust				\$26.50 per man hour

**CUSTODIAL SERVICES
PROPOSAL FREQUENCY FORM**

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

Water Services Shop East Side

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

**CUSTODIAL SERVICES
PROPOSAL FREQUENCY FORM**

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

Water Services Shop East Side

Clean sinks and chrome, fill soap dispensers		X			
Clean and fill napkin disposal and change liner			X		
Wet mop and disinfect			X		
FREQUENCY					
BASIC SERVICES	DAILY	2x	SEMI-	WEEKLY	LUMP SUM
		WEEK	WEEKLY		
Spray wax and disinfect			X		
Fill toilet paper dispenser			X		
Spot clean walls, pipe fixtures				X	
Clean walls			X		
Empty trash containers			X		
Fill and damp clean seat cover dispenser			X		
Damp clean exterior of trash container			X		
Treat all floor drains - 1 gallon of water and disinfect				X	
Employee Lunchrooms, Kitchens, Lounges, Conference Rooms, Lobbies, Hallways and Offices					
Sand Urns- empty		X			
Refrigerator - Clean exterior (damp cloth)				X	
Clean chairs with damp cloth		X			
Empty Wastebaskets (and change liners as needed)		X			
Clean ledges and counter tops (damp cloth)		X			
Clean tables		X			
Vacuum carpet thoroughly		X			
Clean sinks		X			
Damp clean exterior of trash container		X			
Floors, mop and disinfect		X			
Microwave					
Exterior			X		
Interior			X		
TOTAL BASIC SERVICES					\$892.89

FREQUENCY		
MONTHLY SERVICES	MONTHLY	LUMP SUM
Doors		

**CUSTODIAL SERVICES
PROPOSAL FREQUENCY FORM**

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

Water Services Shop East Side

Clean all non-glass doors & door jams	X	\$26.57
Clean all glass panels next to doors	X	\$12.76
Dusting		
Windows - Blinds	X	\$31.89
Vents/Exhaust	X	\$10.63
Book and Magazine Shelves	X	\$10.63
High dust (above 6 feet)	X	\$21.26
Remove all cobwebs	X	\$10.63
Rest Rooms		
Disinfect walls	X	\$17.01
TOTAL MONTHLY SERVICES		\$141.37

COST SUMMARY

SERVICE	FREQUENCY	UNIT COST	ESTIMATED HOURS PER SERVICE	EXTENDED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$892.89	3	\$10,714.62
Monthly Services	12-MONTHS - Times 12	\$141.37	5	\$1,696.48
TOTAL ANNUAL CONTRACT AMOUNT				\$12,411.11

AS REQUESTED SERVICES

		LUMP SUM
Windows		
Interior		\$26.50 per man hour
Exterior		\$26.50 per man hour
Sofas, Chairs, office chairs & Conference areas		

**CUSTODIAL SERVICES
PROPOSAL FREQUENCY FORM**

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

Water Services Shop East Side

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

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

THE FLAGSTAFF AQUAPLEX

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

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

Clean and fill napkin disposal and change liner	X	
Fill toilet paper dispenser	X	
Spot clean walls, pipe fixtures	X	
Clean walls		X
Empty trash containers	X	
Fill and damp clean seat cover dispenser	X	
Damp clean exterior of trash container	X	
Treat all floor drains - 1 gallon of water and disinfect	X	

BASIC SERVICES	FREQUENCY		
	DAILY	SEMI-WEEKLY	WEEKLY

Conference Rooms, Lobbies and Hallways			
Upholstery - spot clean and vacuum		X	
Non-upholstered areas (legs, arms of chairs and surface areas) - wet clean or polish		X	
Empty Wastebaskets (and change liners as needed)	X		
Clean ledges and counter tops (damp cloth)	X		
Clean tables	X		
Vacuum carpet thoroughly	X		
Clean sinks	X		
Damp clean exterior of trash container		X	
Floors, mop and disinfect	X		

Plexi Inserts - Clean per manufacturer's recommendation			X
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Floors/Wood			
Dust Dry Mop	X		
Spot Wet Mop	X		

Exercise Area			
Running Track -			
Vacuum or dry mop	X		
Spot mop	X		
Auto Scrub			X

Floors/Gym Sports Floor			
Dry Mop	X		
Auto Scrub	X		

Grand Gallery			
TV's - Clean			X
Vending Machines and Game Room - Clean and disinfect exterior areas			X
Climbing Rock Wall - Clean, disingect and remove gum			X

BASIC SERVICES	FREQUENCY		
	DAILY	SEMI-WEEKLY	WEEKLY

Elevator			
Clean and disinfect	X		
Main Stairwell			
Sweep or vacuum daily and wet mop	X		
Dust hand rails and floor guards in stairwell	X		

TOTAL BASIC SERVICES (PER MONTH)				\$13,579.30
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COST SUMMARY

SERVICE	FREQUENCY	UNIT COST	ESTIMATED HOURS PER SERVICE	EXTENDED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$13,579.30	12	\$162,951.55
TOTAL ANNUAL CONTRACT AMOUNT				\$162,951.55

AS REQUESTED SERVICES

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

FLOORING REQUIREMENTS	
Note: Facilities Superintendent will schedule all cleaning of flooring (carpeted or non-carpeted) and furniture. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained to confirm bid prices as submitted herein. All work must be approved prior to commencement.	20 cents a square foot
Carpet Areas - clean per recommended manufacture's standards - Proposer to specify method of cleaning	20 cents a square foot
Offices (per square foot)	20 cents a square foot
Gallery (per square foot)	20 cents a square foot
Fitness Halls (per square foot)	20 cents a square foot

OPTIONAL SERVICES - BID PER	FREQUENCY
Epoxy Flooring - clean per recommended manufacture's standards - Proposer to specify method of cleaning.	Mechanically scrub then Pressure wash
Locker Rooms	40 cents a square foot
Cabanas	40 cents a square foot
Linoleum - clean per recommended manufacture's standards - Proposer to specify method of cleaning.	Mechanically scrub with a red floor pad
Party Room	24 cents a square foot
Babysitting Room	24 cents a square foot
standards - Proposer to specify method of cleaning.	

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

CUSTODIAL SERVICES

Minimum # of staff
required for each

visit: Determined by
Contractor

PROPOSAL AND FREQUENCY FORM

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

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

CUSTODIAL SERVICES

**Minimum # of staff
required for each**

**visit: Determined by
Contractor**

PROPOSAL AND FREQUENCY FORM

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

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

CUSTODIAL SERVICES

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

PROPOSAL AND FREQUENCY FORM

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

TOTAL BASIC SERVICES		\$2,444.81
FREQUENCY TASK LIST		
MONTHLY SERVICES	MONTHLY	LUMP SUM
Windows - Entrance glass & slanted glass - Clean	Yes	\$31.89
Doors - Clean all non-glass doors & door jams	Yes	\$21.26
Clean all office glass panels next to doors	Yes	\$21.26
Dusting (Spray and Wipe)		
Windows - Blinds	Yes	\$17.01
Vents/Exhaust	Yes	\$17.01
High dust (above 6 feet to 20 feet)	Yes	\$26.57
Remove all cobwebs	Yes	\$21.26
Floor Mats - Wash	Yes	\$21.26
Rest Rooms		
Disinfect and clean all walls	Yes	\$26.57
Floors - Lobby First Floor, Hallways and Breakrooms		
Buff	Yes	\$31.89
TOTAL MONTHLY SERVICES		\$235.98

COST SUMMARY				
SERVICE	FREQUENCY	UNIT COST	ESTIMATED HOURS PER SERVICE	EXTENDED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$2,444.81	3	\$29,337.66
Monthly Services	12-MONTHS - Times 12	\$235.98	9	\$2,831.72

CUSTODIAL SERVICES

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

PROPOSAL AND FREQUENCY FORM

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

TOTAL ANNUAL CONTRACT AMOUNT	\$32,169.38
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AS REQUESTED SERVICES		LUMP SUM
Windows - Interior and Exterior		\$26.50 per man hour
Doors Oil all non-glass doors		\$26.50 per man hour
Dusting All exposed beams		\$25.00
Refrigerator - Defrost and clean		\$16.00
Floors/Non-Carpeted Strip, Wax and Buff - Note: This does not apply to the wood floor in the lobby of City Hall		.45 per square ft
Cement floors, strip and seal		.45 per square ft
Lights - Clean (wash fixtures & bulbs)		\$35.00
Floors/Carpeted Spot clean carpet		\$26.50 per man hour
Shampoo Carpets - Note: Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		22 cents a square foot
Concrete stair wells, sweep/mop		\$26.50 per man hour

CUSTODIAL SERVICES

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

PROPOSAL AND FREQUENCY FORM

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

Desks - Cleaning/Waxing of desks		\$26.50 per man hour
Walls - Spot clean		\$26.50 per man hour
Sofas, Chairs, office chairs, Council Chambers & Conference areas		
Clean and dust		\$26.50 per man hour
Windows		
Interior		\$26.50 per man hour
Exterior		\$26.50 per man hour
Sofas, Chairs, office chairs, Council Chambers & Conference areas - Shampoo - Note: The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		22 cents a square foot

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

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

Minimum # of Staff
required for each

visit: Determined by
Contractor

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

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

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

Clean and sanitize stalls, commodes and urinals	X	
Clean mirrors and shelves		
Wash urinals, walls surrounding urinal & toilet partitions	X	
Clean sinks and chrome, fill soap dispensers	X	
Clean and fill napkin disposal and change liner	X	
Wet mop and disinfect		X
Fill toilet paper dispenser	X	
Spot clean walls, pipe fixtures	X	
Clean walls	X	
Empty trash containers	X	
Fill and damp clean seat cover dispenser	X	
Damp clean exterior of trash container	X	
Treat all floor drains - 1 gallon of water and disinfect		X
Employee Lunchrooms, Kitchens, Lounges, Council Conference Rooms, Lobbies and Hallways		
Refrigerator - Clean exterior (damp cloth)	X	
Clean chairs with damp cloth	X	
Empty Wastebaskets (and change liners as needed)	X	
Clean ledges, counter tops, appliance and furniture (damp cloth)	X	
Clean tables	X	
Vacuum carpet thoroughly		X
Clean sinks	X	
Damp clean exterior of trash container	X	
Floors, mop and disinfect	X	
Microwave & Toasters		
Clean Interior and Exterior		X
TOTAL BASIC SERVICES		\$1,530.66
FREQUENCY TASK LIST		
MONTHLY SERVICES	MONTHLY	LUMP SUM

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

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

Windows - Entrance glass & slanted glass - Clean	Yes	\$10.63
Doors - Clean all non-glass doors & door jams	Yes	\$10.98
Clean all office glass panels next to doors	Yes	\$10.98
Dusting (Spray and Wipe)		
Windows - Blinds	Yes	\$8.50
Vents/Exhaust	Yes	\$8.50
High dust (above 6 feet to 20 feet)	Yes	\$15.94
Remove all cobwebs	Yes	\$8.50
Floor Mats - Wash	Yes	\$10.63
Rest Rooms		
Disinfect and clean all walls	Yes	\$21.26
Floors - Lobby First Floor, Hallways and Breakrooms	Yes	
Buff		\$42.52
TOTAL MONTHLY SERVICES		\$148.44

COST SUMMARY				
SERVICE	FREQUENCY	UNIT COST	ESTIMATED HOURS PER SERVICE	EXTENDED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$1,530.66	1.5	\$18,367.93
Monthly Services	12-MONTHS - Times 12	\$148.44	3	\$1,781.31
TOTAL ANNUAL CONTRACT AMOUNT				\$20,149.23

AS REQUESTED SERVICES		
LUMP SUM		
Windows - Interior and Exterior		\$26.50 per man hour

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

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

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

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

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

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

Streets

Minimum # of Staff
required for each

visit: Determined by
Contractor

BASIC SERVICES	FREQUENCY	
	SEMI-WEEKLY	LUMP SUM
Floors/Non-Carpeted		
Dry Mop	X	
Wet Mop	X	
Tables - Clean	X	
Wastebaskets - Empty (change liners as needed)		
Trash & Recycle Containers	X	
Empty (change liners as needed)	X	
Recycle Containers	X	
Counter Tops - Damp clean and polish		
Rest Rooms		
Clean and sanitize stalls, commodes and urinals	X	
Clean mirrors and shelves		
Wash urinals, walls surrounding urinal & toilet partitions	X	
Clean sinks and chrome, fill soap dispensers	X	
Wet mop and disinfect	X	
Fill toilet paper dispenser		
Empty trash containers	X	
TOTAL BASIC SERVICES		\$861.00

COST SUMMARY				
SERVICE	FREQUENCY	UNIT COST	ESTIMATED HOURS PER SERVICE	EXTENDED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$861.00	1.25	\$10,331.96
TOTAL ANNUAL CONTRACT AMOUNT				\$9,720.00

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

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

Wash Building

Minimum # of staff
required for each

visit: Determined by
Contractor

FREQUENCY TASK LIST			
BASIC SERVICES	SEMI-		LUMP SUM
	PER DAY	WEEKLY	
Rest Rooms			
Clean floor drain cover add deodorizer		X	
urinals		X	
Clean mirrors and shelves			
partitions		X	
Clean sinks and chrome, fill soap dispensers	X		
Clean and fill napkin disposal and change liner	X		
Wet mop and disinfect			X
Fill toilet paper dispenser	X		
Spot clean walls, pipe fixtures		X	
Clean walls		X	
Empty trash containers	X		
Fill and damp clean seat cover dispenser	X		
Damp clean exterior of trash container	X		
disinfect			X

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

COST SUMMARY

SERVICE	FREQUENCY	UNIT COST	ESTIMATED HOURS PER SERVICE	EXTENDED PRICE
Weekly, Weekly)	MONTHS - Times 12	\$1,840.00	2	\$22,080.00
Monthly Services	12	\$139.00	3	\$1,668.00
TOTAL ANNUAL CONTRACT AMOUNT				\$23,748.00

**CUSTODIAL SERVICES
PROPOSAL FREQUENCY FORM**

Water Services Admin

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

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

**CUSTODIAL SERVICES
PROPOSAL FREQUENCY FORM**

Water Services Admin

Clean walls	X	
Empty trash containers	X	
Fill and damp clean seat cover dispenser	X	
Damp clean exterior of trash container	X	
Treat all floor drains - 1 gallon of water and disinfect		X
Employee Lunchrooms, Kitchens, Lounges, Conference Rooms, Lobbies, Hallways and Offices		
Sand Urns- empty	X	
Refrigerator - Clean exterior (damp cloth)		X
Clean chairs with damp cloth	X	
Empty Wastebaskets (and change liners as needed)	X	
Clean ledges and counter tops (damp cloth)	X	
Clean tables	X	
Vacuum carpet thoroughly	X	
Clean sinks	X	
Damp clean exterior of trash container	X	
Floors, mop and disinfect	X	
Microwave		
Exterior	X	
Interior	X	
TOTAL BASIC SERVICES		\$1,573.18

FREQUENCY		
MONTHLY SERVICES	MONTHLY	LUMP SUM
Doors		
Clean all non-glass doors & door jams	X	\$20.20
Clean all glass panels next to doors	X	\$8.50
Dusting		
Windows - Blinds	X	\$34.01
Vents/Exhaust	X	\$8.50
Book and Magazine Shelves	X	\$8.50
High dust (above 6 feet)	X	\$18.07
Remove all cobwebs	X	\$8.50
Rest Rooms		
Disinfect walls	X	\$25.51
TOTAL MONTHLY SERVICES		\$127.66

COST SUMMARY					
SERVICE	FREQUENCY	UNIT COST	ESTIMATED HOURS PER SERVICE	EXTENDED PRICE	
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$1,573.18	4.5	\$18,878.15	
Monthly Services	12-MONTHS - Times 12	\$127.66	7	\$1,531.90	

**CUSTODIAL SERVICES
PROPOSAL FREQUENCY FORM**

Water Services Admin

TOTAL ANNUAL CONTRACT AMOUNT	\$20,410.04
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AS REQUESTED SERVICES		
		LUMP SUM
Windows		
Interior		\$140.00
Exterior		\$170.00
Sofas, Chairs, office chairs & Conference areas		
Shampoo - Note: The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		.22 per square ft
Floors/Non-Carpeted		
Strip, Wax and Buff include IT Room		\$16.00
Cement floors, strip and seal		
Doors		
Oil all non-glass doors		\$70.00
Dusting		
Beams and HVAC		\$16.00
Refrigerator - Defrost and clean		\$16.00
Lights - Clean (wash fixtures & bulbs)		\$26.5 per man hour
Floors/Carpeted		
Spot clean carpet		\$26.50 per man hour
Shampoo Carpets - Note: Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		
Concrete stair wells, sweep/mop		\$26.50 per man hour
Desks - Cleaning/Waxing of desks		\$26.50 per man hour
Walls - Spot clean		\$26.50 per man hour
Sofas, Chairs, office chairs, & Conference areas		
Clean and dust		\$26.50 per man hour

**CUSTODIAL SERVICES
PROPOSAL FREQUENCY FORM**

Material Recovery Facility

Minimum # of staff required

for each visit: **Determined
by Contractor**

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

**CUSTODIAL SERVICES
PROPOSAL FREQUENCY FORM**

Material Recovery Facility

Spot clean walls, pipe fixtures		X	
Clean walls		X	
Empty trash containers		X	
Fill and damp clean seat cover dispenser		X	
Damp clean exterior of trash container		X	
Treat all floor drains - 1 gallon of water and disinfect		X	
Employee Lunchrooms, Kitchens, Lounges, Conference Rooms, Lobbies, Hallways and Offices			
Sand Urns- empty		X	
Refrigerator - Clean exterior (damp cloth)		X	
Clean chairs with damp cloth		X	
Empty Wastebaskets (and change liners as needed)		X	
Clean ledges and counter tops (damp cloth)		X	
Clean tables		X	
Vacuum carpet thoroughly		X	
Clean sinks		X	
Damp clean exterior of trash container		X	
Floors, mop and disinfect		X	
Microwave			
Exterior		X	
Interior		X	
TOTAL BASIC SERVICES			\$340.15

FREQUENCY		
MONTHLY SERVICES	MONTHLY	LUMP SUM
Doors		
Clean all non-glass doors & door jams	X	\$20.20
Clean all glass panels next to doors	X	\$8.50
Dusting		
Windows - Blinds	X	\$34.01
Vents/Exhaust	X	\$8.50
Book and Magazine Shelves	X	\$8.50
High dust (above 6 feet)	X	\$18.07
Remove all cobwebs	X	\$8.50
Rest Rooms		
Disinfect walls	X	\$25.51
TOTAL MONTHLY SERVICES		\$131.81

COST SUMMARY				
SERVICE	FREQUENCY	UNIT COST	ESTIMATED HOURS PER SERVICE	EXTENDED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$340.15	2	\$4,081.76

**CUSTODIAL SERVICES
PROPOSAL FREQUENCY FORM**

Material Recovery Facility

Monthly Services	12-MONTHS - Times 12		\$131.81	7	\$1,581.68
TOTAL ANNUAL CONTRACT AMOUNT					\$5,663.44

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

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

MUNICIPAL COURT

Minimum # of staff required for each visit:

4

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

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

MUNICIPAL COURT

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

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

MUNICIPAL COURT

clean, polish and disinfect elevator	X		
mop inside elevator	X		
clean elevator tracks		X	
dusting (high dust 6-20ft)			X
dusting (low dust up to 6 feet)		X	
dustmop	X		
run floor scrubber in main halls		X	
clean hall glass up to 6ft - as needed	X		
Wet mop and disinfect	X		

FREQUENCY TASK LIST

BASIC SERVICES	DAY	WEEKLY	WEEKLY	LUMP SUM
Wet mop and disinfect	X			
Fill toilet paper dispenser	X			
Spot clean walls, pipe fixtures	X			
Clean walls	X			
Empty trash containers	X			
Fill and damp clean seat cover dispenser	X			
Wipe and disinfect benches	X			
Damp clean exterior of trash container	X			
Treat all floor drains - 1 gallon of water and disinfect			X	
Rooms, Lobbies and Hallways				
Clean chairs with damp cloth	X			
Empty Wastebaskets (and change liners as needed)	X			
Clean ledges and counter tops (damp cloth)	X			
Clean tables	X			
Vacuum carpet thoroughly	X			
Damp clean exterior of trash container	X			
Floors, mop and disinfect			X	
TOTAL BASIC SERVICES				\$6,802.94

FREQUENCY TASK LIST

MONTHLY SERVICES	MONTHLY	LUMP SUM
Doors		
Clean all non-glass doors & door jams	X	\$53.15
Clean all glass panels next to doors	X	\$63.78
Dusting		
Windows - Blinds	X	\$63.78
Vents/Exhaust	X	\$63.78
Book and Magazine Shelves	X	\$42.52
High dust (above 6 feet)	X	\$42.52
Remove all cobwebs	X	\$31.89
Floor Mats - Wash	X	\$31.89
Rest Rooms - Disinfect walls	X	\$53.15
TOTAL MONTHLY SERVICES		\$446.45

COST SUMMARY

SERVICE	FREQUENCY	UNIT COST	ESTIMATED HOURS PER SERVICE	EXTENDED PRICE

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

MUNICIPAL COURT

Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$6,802.94		11	\$81,635.23
Monthly Services	12-MONTHS - Times 12	\$446.45		17	\$5,357.35
TOTAL ANNUAL CONTRACT AMOUNT					\$86,992.58
AS REQUESTED SERVICES					
					LUMP SUM
Windows					
Interior					\$650.00
Exterior					\$1,240.00
Sofas, Chairs, office chairs, & Conference areas					
<p>Shampoo - Note: The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.</p>					22 cents a square foot
Doors					
Oil all non-glass doors					\$26.5 per man hour
Dusting					
Beams					\$40.00
Refrigerator - Defrost and clean					\$16.00
Floors/Non-Carpeted					
Strip, Wax and Buff					45 cents a square foot
Cement floors, strip and seal					45 cents a square foot
Lights - Clean (wash fixtures & bulbs)					\$26.5 per man hour
Floors/Carpeted					
Spot clean carpet					\$26.50 per man hour
<p>Shampoo Carpets - Note: Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.</p>					22 cents a square foot
Concrete stair wells, sweep/mop, vacuum					\$26.50 per man hour
Sofas, Chairs, office chairs & Conference areas					\$26.50 per man hour
Desks - Cleaning/Waxing of desks					\$26.50 per man hour
Walls - Spot clean					
Clean and dust					\$26.50 per man hour

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

City Prosecutors Office

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

BASIC SERVICES	FREQUENCY			LUMP SUM
	DAILY	SEMI-WEEKLY	WEEKLY	
Floors/Carpeted				
Vacuum all carpet (under desks, tables, chairs)	X			
Remove debris and vacuum traffic areas	X			
Spot clean carpet	X			
Floors/Non-Carpeted				
Dry mop	X			
Wet mop	X			
Doors				
Clean all glass doors and entrance side glasses	X			
Stainless Steel - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).	X			
Wastebaskets - Empty (change liners as needed)	X			
Trash Containers, Entry and Common Areas				
Empty (change liners as needed)	X			
Clean and disinfect door handles	X			
Restrooms				
Clean & sanitize stalls, commodes and urinals	X			
Clean mirrors and shelves	X			
Clean sinks and chrome	X			
Fill dispensers - soap, toilet paper, hand towels, seat covers	X			
Wet mop and disinfect	X			
Empty trash	X			
Treat all floor drains - 1 gallon of water and disinfect			X	
Dusting - Low dust (to 6 foot height)	X			
TOTAL BASIC SERVICES				\$722.81
COST SUMMARY				

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

City Prosecutors Office

SERVICE	FREQUENCY	UNIT COST	ESTIMATED HOURS PER SERVICE	EXTENDED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$722.81	1.5	\$8,673.74
TOTAL ANNUAL CONTRACT AMOUNT				\$8,673.74

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

**CUSTODIAL SERVICES
PROPOSAL FREQUENCY FORM**

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

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

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

**CUSTODIAL SERVICES
PROPOSAL FREQUENCY FORM**

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

Spray wax and disinfect	X	
Fill toilet paper dispenser	X	
Spot clean walls, pipe fixtures	X	
Clean walls	X	
Empty trash containers	X	
Fill and damp clean seat cover dispenser	X	
Damp clean exterior of trash container	X	
Treat all floor drains - 1 gallon of water and disinfect	X	
Employee Lunchrooms, Kitchens, Lounges, Conference Rooms, Lobbies, Hallways and Offices		
Sand Urns- empty		
Refrigerator - Clean exterior (damp cloth)		
Clean chairs with damp cloth		
Empty Wastebaskets (and change liners as needed)		
Clean ledges and counter tops (damp cloth)		
Clean tables		
Vacuum carpet thoroughly		
Clean sinks		
Damp clean exterior of trash container		
Floors, mop and disinfect		
Microwave		
Exterior		
Interior		
TOTAL BASIC SERVICES		\$6,080.12

FREQUENCY		
MONTHLY SERVICES	MONTHLY	LUMP SUM
Doors		
Clean all non-glass doors & door jams	X	\$42.52
Clean all glass panels next to doors	X	\$63.78
Dusting		
Windows - Blinds	X	\$25.51
Vents/Exhaust	X	\$25.51
Book and Magazine Shelves	X	\$12.76
High dust (above 6 feet)	X	\$31.89
Remove all cobwebs	X	\$21.26
Rest Rooms		
Disinfect walls	X	\$42.52
TOTAL MONTHLY SERVICES		\$265.74

COST SUMMARY				
SERVICE	FREQUENCY	UNIT COST	ESTIMATED HOURS PER SERVICE	EXTENDED PRICE

**CUSTODIAL SERVICES
PROPOSAL FREQUENCY FORM**

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

Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12		\$6,080.12	5	\$72,961.49
Monthly Services	12-MONTHS - Times 12		\$265.74	12	\$3,188.88
TOTAL ANNUAL CONTRACT AMOUNT					\$76,150.36

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

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

HAZARDOUS PRODUCTS CENTER (HPC)

Minimum # of staff
required for each

visit: Determined
by Contractor

FREQUENCY		
BASIC SERVICES	WEEKLY	LUMP SUM
Floors/Non-Carpeted		
Dry and Wet Mop	X	
Floors/Carpeted		
Vacuum	X	
Tables - Clean & Disinfect	X	
File Cabinets and Card Files - Dust/Disinfect	X	
Trash & Recycle Containers		
Empty (change liners as needed)	X	
Ledges and Counter Tops - Damp clean and polish	X	
Rest Rooms		
Clean and sanitize stalls, commodes and urinals	X	
Clean mirrors and shelves	X	
Wash urinals, walls surrounding urinal & toilet partitions	X	
Clean sinks and chrome, fill soap dispensers	X	
Clean and fill napkin disposal and change liner	X	
Wet mop and disinfect	X	
Fill toilet paper dispenser	X	
Spot clean walls, pipe fixtures	X	
Clean walls	X	
Empty trash containers	X	
Damp clean exterior of trash container	X	
Floors, mop and disinfect	X	
TOTAL BASIC SERVICES		\$297.63

COST SUMMARY				
SERVICE	FREQUENCY	UNIT COST	ESTIMATED HOURS PER SERVICE	EXTENDED PRICE

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

Basic Services (Weekly)	MONTHS - Times 12	\$297.63	1	\$3,571.54
TOTAL ANNUAL CONTRACT AMOUNT				\$3,571.54

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

Wildcat Hill facility

Minimum # of staff
required for each

visit: **1 - 2**

FREQUENCY TASK LIST				
BASIC SERVICES	PER DAY	SEMI-WEEKLY	WEEKLY	LUMP SUM
Floors/Carpeted (all areas)				
Vacuum all carpet (under desks, tables, chairs)		x		
Vacuum traffic areas			x	
Spot clean carpet (as needed or as found)		x		
Floors/Non-Carpeted				
Dry Mop			x	
Wet Mop			x	
Concrete Stair Wells				
Concrete stair wells, sweep/mop			N/A	
Concrete stair wells, pick up large debris			N/A	
Doors				
Clean all glass doors and side glasses			x	
Stainless Steel - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).			x	
Stairs, Stair Landing, Walks & Hallways				
Sweep or vacuum (if carpeted)			x	
Wet Mop			x	
Vents - Exhaust Dust			No	
Handrails Stairs and Bridge to Restrooms - Disinfect, spray and wipe all wood handrails			N/A	
Tables/Surfaces - (Ledges / Countertops) - Clean and disinfect			x	
Payphone Area and Elevator				
Disinfect and clean all buttons and handicap buttons (spray and wipe)			N/A	
Wet Mop				
File Cabinets and Card Files - Dust			No	
Water Fountains - Clean and Disinfect			x	
Wastebaskets - Empty (change liners as needed)			x	

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

Wildcat Hill facility

Trash & Recycle Containers			
Trash - Empty and replace liner as needed		x	
Recycling - Empty. Do not use plastic liners in employee offices		x	
Dusting - High dusting (6ft to 20 ft)		No	
Dusting - Low dust (to 6 foot height)		No	
FREQUENCY TASK LIST			
BASIC SERVICES	PER DAY	SEMI-WEEKLY	WEEKLY
			LUMP SUM
Rest Rooms x 2			
Clean floor drain cover add deodorizer			x
Clean and sanitize stalls, commodes and urinals			
Clean mirrors and shelves			
Wash urinals, walls surrounding urinal & toilet partitions			x
Clean sinks and chrome, fill soap dispensers			x
Clean and fill napkin disposal and change liner			x
Wet mop and disinfect			x
Fill toilet paper dispenser			x
Spot clean walls, pipe fixtures			x
Clean walls			No
Empty trash containers			x
Fill and damp clean seat cover dispenser			N/A
Damp clean exterior of trash container			x
Treat all floor drains - 1 gallon of water and disinfect			x
Employee Lunchroom / Kitchen, lab, conference room and Hallways			
Sand Urns - Empty			N/A
Refrigerator - Clean exterior (damp cloth)			x
Clean chairs with damp cloth			x
Empty Wastebaskets (and change liners as needed)			x

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

Wildcat Hill facility

Clean ledges, counter tops, appliance and furniture (damp cloth)	x	
Clean tables	x	
Vacuum carpet thoroughly	x	
Clean sinks	No	
Damp clean exterior of trash container	x	
Floors, mop and disinfect	x	
Microwave & Toasters		
Clean Interior and Exterior	No	
TOTAL BASIC SERVICES		\$829.11
FREQUENCY TASK LIST		
MONTHLY SERVICES	MONTHLY	LUMP SUM
Windows - Entrance glass & slanted glass - Clean	x	\$7.44
Doors - Clean all non-glass doors & door jams	No	\$5.31
Clean all office glass panels next to doors	x	\$5.31
Dusting (Spray and Wipe)		
Windows - Blinds	No	\$5.31
Vents/Exhaust	No	\$5.31
High dust (above 6 feet to 20 feet)	No	\$10.63
Remove all cobwebs	No	\$8.50
Floor Mats - Wash	No	\$10.63
Rest Rooms		
Disinfect and clean all walls	No	\$15.94
Floors - Lobby First Floor, Hallways and Breakrooms		
Buff	x	\$31.89
TOTAL MONTHLY SERVICES		\$106.30

COST SUMMARY				
SERVICE	FREQUENCY	UNIT COST	ESTIMATED HOURS PER SERVICE	EXTENDED PRICE

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

Wildcat Hill facility

Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$829.11	1.5	\$9,949.29
Monthly Services	12-MONTHS - Times 12	\$106.30	4	\$1,275.55
TOTAL ANNUAL CONTRACT AMOUNT				\$11,224.84

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

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

Wildcat Hill facility

Desks - Cleaning/Waxing of desks		\$26.5 per man hour
Walls - Spot clean		\$26.5 per man hour
Sofas, Chairs, office chairs, Council Chambers & Conference areas		
Clean and dust		\$26.5 per man hour
Windows		
Interior		\$15.00
Exterior		\$30.00
Sofas, Chairs, office chairs, Council Chambers & Conference areas - Shampoo - Note: The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		22 cents a square foot

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

Rio de Flag facility

Minimum # of staff
required for each

visit: **1 - 2**

FREQUENCY TASK LIST				
BASIC SERVICES	PER DAY	SEMI-WEEKLY	WEEKLY	LUMP SUM
Floors/Carpeted (all areas)				
Vacuum all carpet (under desks, tables, chairs)		x		
Vacuum traffic areas			x	
Spot clean carpet (as needed or as found)		x		
Floors/Non-Carpeted				
Dry Mop			x	
Wet Mop			x	
Concrete Stair Wells				
Concrete stair wells, sweep/mop			N/A	
Concrete stair wells, pick up large debris			N/A	
Doors				
Clean all glass doors and side glasses			x	
Stainless Steel - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).			x	
Stairs, Stair Landing, Walks & Hallways				
Sweep or vacuum (if carpeted)			x	
Wet Mop			x	
Vents - Exhaust Dust			No	
Handrails Stairs and Bridge to Restrooms - Disinfect, spray and wipe all wood handrails			N/A	
Tables/Surfaces - (Ledges / Countertops) - Clean and disinfect			x	
Payphone Area and Elevator				
Disinfect and clean all buttons and handicap buttons (spray and wipe)			N/A	
Wet Mop				
File Cabinets and Card Files - Dust			No	
Water Fountains - Clean and Disinfect			x	
Wastebaskets - Empty (change liners as needed)			x	

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

Rio de Flag facility

Trash & Recycle Containers		
Trash - Empty and replace liner as needed	x	
Recycling - Empty. Do not use plastic liners in employee offices	x	
Dusting - High dusting (6ft to 20 ft)	No	
Dusting - Low dust (to 6 foot height)	No	
FREQUENCY TASK LIST		
BASIC SERVICES	PER DAY	SEMI-WEEKLY WEEKLY LUMP SUM
Rest Rooms		
Clean floor drain cover add deodorizer		x
Clean and sanitize stalls, commodes and urinals		
Clean mirrors and shelves		
Wash urinals, walls surrounding urinal & toilet partitions		x
Clean sinks and chrome, fill soap dispensers		x
Clean and fill napkin disposal and change liner		x
Wet mop and disinfect		x
Fill toilet paper dispenser		x
Spot clean walls, pipe fixtures		x
Clean walls		No
Empty trash containers		x
Fill and damp clean seat cover dispenser		N/A
Damp clean exterior of trash container		x
Treat all floor drains - 1 gallon of water and disinfect		x
Employee Lunchroom / Kitchen, conference room, and Hallways		
Sand Urns - Empty		N/A
Refrigerator - Clean exterior (damp cloth)		x
Clean chairs with damp cloth		x
Empty Wastebaskets (and change liners as needed)		x

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

Rio de Flag facility

Clean ledges, counter tops, appliance and furniture (damp cloth)	x	
Clean tables	x	
Vacuum carpet thoroughly	x	
Clean sinks	No	
Damp clean exterior of trash container	x	
Floors, mop and disinfect	x	
Microwave & Toasters		
Clean Interior and Exterior	No	
TOTAL BASIC SERVICES		\$744.07
FREQUENCY TASK LIST		
MONTHLY SERVICES	MONTHLY	LUMP SUM
Windows - Entrance glass & slanted glass - Clean	x	\$7.44
Doors - Clean all non-glass doors & door jams	No	\$5.31
Clean all office glass panels next to doors	x	\$5.31
Dusting (Spray and Wipe)		
Windows - Blinds	No	\$5.31
Vents/Exhaust	No	\$5.31
High dust (above 6 feet to 20 feet)	No	\$10.63
Remove all cobwebs	No	\$8.50
Floor Mats - Wash	No	\$10.63
Rest Rooms		
Disinfect and clean all walls	No	\$15.94
Floors - Lobby First Floor, Hallways and Breakrooms		
Buff	x	\$31.89
TOTAL MONTHLY SERVICES		\$106.30

COST SUMMARY				
SERVICE	FREQUENCY	UNIT COST	ESTIMATED HOURS PER SERVICE	EXTENDED PRICE

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

Rio de Flag facility

Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$744.07	1.5	\$8,928.85
Monthly Services	12-MONTHS - Times 12	\$106.30	4	\$1,275.55
TOTAL ANNUAL CONTRACT AMOUNT				\$10,204.40

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

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

Rio de Flag facility

Desks - Cleaning/Waxing of desks		\$26.5 per man hour
Walls - Spot clean		\$26.5 per man hour
Sofas, Chairs, office chairs, Council Chambers & Conference areas		
Clean and dust		\$26.5 per man hour
Windows		
Interior		\$15.00
Exterior		\$30.00
Sofas, Chairs, office chairs, Council Chambers & Conference areas - Shampoo - Note: The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		22 cents a square foot

CUSTODIAL SERVICES PROPOSAL AND FREQUENCY FORM

Mogollon Building

**Minimum # of Staff
required for each**

**visit: Determined by
Contractor**

FREQUENCY TASK LIST				
BASIC SERVICES	PER DAY	SEMI- WEEKLY	WEEKLY	LUMP SUM
Floors/Carpeted (all areas)				
Vacuum all carpet (under desks, tables, chairs)		x		
Vacuum traffic areas		x		
Spot clean carpet (as needed or as found)				
Floors/Non-Carpeted				
Dry Mop				
Wet Mop		x		
Concrete Stair Wells				
Concrete stair wells, sweep/mop		n/a		
Concrete stair wells, pick up large debris		n/a		
Doors				
Clean all glass doors and side glasses		x		
Stainless Steel - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).				
Stairs, Stair Landing, Walks & Hallways				
Sweep or vacuum (if carpeted)		x		
Wet Mop				
Vents - Exhaust Dust			x	
Handrails Stairs and Bridge to Restrooms - Disinfect, spray and wipe all wood handrails				
Tables/Surfaces - (Ledges / Countertops) - Clean and disinfect		x		
Payphone Area and Elevator				
Disinfect and clean all buttons and handicap buttons (spray and wipe)		n/a		
Wet Mop				
File Cabinets and Card Files - Dust				
Water Fountains - Clean and Disinfect		n/a		

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

Wastebaskets - Empty (change liners as needed)	x	
Trash & Recycle Containers		
Trash - Empty and replace liner as needed	x	
Recycling - Empty. Do not use plastic liners in employee offices	x	
Dusting - High dusting (6ft to 20 ft)		
Dusting - Low dust (to 6 foot height)	x	
FREQUENCY TASK LIST		
BASIC SERVICES	PER DAY	SEMI-WEEKLY WEEKLY LUMP SUM
Rest Rooms		
Clean floor drain cover add deodorizer	x	
Clean and sanitize stalls, commodes and urinals	x	
Clean mirrors and shelves		
Wash urinals, walls surrounding urinal & toilet partitions	x	
Clean sinks and chrome, fill soap dispensers	x	
Clean and fill napkin disposal and change liner		x
Wet mop and disinfect	x	
Fill toilet paper dispenser		x
Spot clean walls, pipe fixtures		x
Clean walls		x
Empty trash containers		x
Fill and damp clean seat cover dispenser		
Damp clean exterior of trash container		
Treat all floor drains - 1 gallon of water and disinfect		
Employee Lunchrooms, Kitchens, Lounges, Council Conference Rooms, Lobbies and Hallways	x	
Sand Urns - Empty		
Refrigerator - Clean exterior (damp cloth)		
Clean chairs with damp cloth		

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

Empty Wastebaskets (and change liners as needed)	x	
Clean ledges, counter tops, appliance and furniture (damp cloth)	x	
Clean tables	x	
Vacuum carpet thoroughly		
Clean sinks	x	
Damp clean exterior of trash container		
Floors, mop and disinfect	x	
Microwave & Toasters		
Clean Interior and Exterior	x	
TOTAL BASIC SERVICES		\$1,317.76
FREQUENCY TASK LIST		
MONTHLY SERVICES	MONTHLY	LUMP SUM
Windows - Entrance glass & slanted glass - Clean	x	\$10.63
Doors - Clean all non-glass doors & door jams		\$10.63
Clean all office glass panels next to doors	x	\$10.63
Dusting (Spray and Wipe)		
Windows - Blinds		\$8.50
Vents/Exhaust	x	\$8.50
High dust (above 6 feet to 20 feet)	x	\$15.94
Remove all cobwebs	x	\$8.50
Floor Mats - Wash		\$10.63
Rest Rooms		
Disinfect and clean all walls	x	\$21.26
Floors - Lobby First Floor, Hallways and Breakrooms		
Buff		\$42.52
TOTAL MONTHLY SERVICES		\$147.75

COST SUMMARY

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

SERVICE	FREQUENCY	UNIT COST	ESTIMATED HOURS PER SERVICE	EXTENDED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$1,317.76	2.5	\$15,813.12
Monthly Services	12-MONTHS - Times 12	\$147.75	4	\$1,773.02
TOTAL ANNUAL CONTRACT AMOUNT				\$17,586.14

AS REQUESTED SERVICES		
		LUMP SUM
Windows - Interior and Exterior	X	\$45.00
Doors		
Oil all non-glass doors		\$10.00
Dusting		
All exposed beams		\$16.00
Refrigerator - Defrost and clean		\$16.00
Floors/Non-Carpeted		
Weekly Buffing	X	
Strip, Wax and Buff - Note: This does not apply to the wood floor in the lobby of City Hall		45 cents a square foot
Cement floors, strip and seal		45 cents a square foot
Lights - Clean (wash fixtures & bulbs)	X	\$26.5 per man hour
Floors/Carpeted		
Spot clean carpet	X	\$26.5 per man hour

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

<p>Shampoo Carpets - Note: Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.</p>	X	22 cents a square foot
Concrete stair wells, sweep/mop		\$26.5 per man hour
<p>Desks - Cleaning/Waxing of desks</p>		\$26.5 per man hour
<p>Walls - Spot clean</p>		\$26.5 per man hour
<p>Sofas, Chairs, office chairs, Council Chambers & Conference areas Clean and dust</p>		\$26.5 per man hour
Windows		
Interior	X	\$15.00
Exterior	X	\$30.00
<p>Sofas, Chairs, office chairs, Council Chambers & Conference areas - Shampoo - Note: The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.</p>		22 cents a square foot

SECOND AMENDMENT

**CONTRACT FOR AIRPORT CUSTODIAL SERVICES
Contract No. 2025-102**

This Second Amendment (“Second Amendment”) is entered into this ____ day of _____, 2026, by and between the City of Flagstaff, a political subdivision of the State of Arizona, and Pinnacle Janitorial, Inc. dba Pinnacle Building Services, an Arizona corporation (“Contractor”). The City and Contractor may be referred to as Party” or jointly as “Parties”.

RECITALS

WHEREAS, on November 4, 2024, the City and Contractor entered into a contract for the performance of custodial services at the Flagstaff Pulliam Airport (“Initial Contract”);

WHEREAS, the Initial Contract has been amended once by a First Amendment dated February 12, 2025, to reflect increases in the cost of labor;

WHEREAS, Contractor has submitted supporting documentation for another increase in compensation based on the January 1, 2026 increase in minimum wage within the City of Flagstaff; and

WHEREAS, the Parties also desire to adjust the frequency of Custodial Services described in Exhibit A.3 of the Initial Contract through a Second Amendment.

AGREEMENT

NOW, THEREFORE, effective on the last date of execution, and in consideration for the mutual promises contained herein, the Parties agree as follows.

A. Pursuant to Section 2, “Compensation,” the compensation paid by the City to Contractor is amended to reflect increases in the minimum wage as identified in the 2026 Minimum Wage Increase Request from Pinnacle dated December 1, 2025, 1 page (attached hereto as Exhibit 1).

B. Exhibit A.3 – Frequency Form

The Exhibit A.3 – Custodial Services Proposal and Frequency Form (Last Updated December 9, 2025), attached hereto as Exhibit 2, repeals and replaces all other Exhibit A.3 and/or Exhibit Frequency Forms(s) which have been included in past versions of this contract.

C. The Recitals included in this Second Amendment are incorporated herein.

D. All other terms and conditions of the Initial Contract and other amendments, except to the extent amended herein, remain in full force and effect.

IN WITNESS WHEREOF, this Second 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

Contractor

By: _____
Greg Clifton, City Manager

By: _____

Title: _____

Dated: _____

Dated: _____

Attest:

Approved as to form:

City Clerk

City Attorney

Last Updated January 16, 2026

Exhibit 1
2026 Minimum Wage Increase Request

EXHIBIT 1 - 2026 MINIMUM WAGE INCREASE REQUEST



December 1st, 2025


Hi Teddy,


I hope all is well. Flagstaff has decided to increase its minimum wage starting January 1, 2026, from \$17.85 an hour to \$18.35 an hour, a 2.8% base rate increase. In order to provide the best service, Pinnacle Janitorial will need to increase our bill rate. With our new burden of additional taxes and insurance, we will need to increase our bill rate by 3.25% to accommodate the city-required rate increase starting on January 1, 2026.

Thank you,

Fady Ebeid

Owner / Operator | Pinnacle Building Services

 (818) 356-5046

 fady@pinnacleflag.com

 pinnaclecleaningaz.com

Exhibit 2

Exhibit A.3 – Custodial Services Proposal and Frequency Form
(Last Updated December 9, 2025)

EXHIBIT A.3 - Custodial Services Proposal and Frequency Form (Last Updated December 9, 2025)

CUSTODIAL SERVICES
FREQUENCY FORM
AIRPORT

Items in BLUE can only be completed when TSA Staff are available to escort	
Items in GREEN should be scheduled for times when the area is generally empty of passengers	
Items in ORANGE can only be completed when FPD or Admin staff is available to open office	

BASIC SERVICES			
DAILY SERVICES - Open Public Spaces	FREQUENCY		LUMP SUM
	Once per day	Twice per day	
Floors/Carpeted			
Vacuum all open carpeted areas	X		
Floors/Non-Carpeted			
Dry Mop	X		
Doors			
Clean all glass doors and entrance side glasses (upstairs & downstairs)	X		
Windows/Glass			
Interior spot clean (below 6 ft.) (upstairs & downstairs)	X		
Stainless Steel			
Water Fountains - Clean and Disinfect (outside holdroom)	X		
Elevator buttons, doors & handles	X		
Sitting areas (Upstairs and downstairs)			
Wipe and dust - seats and base (public area)	X		
Trash & Recycle Containers (Indoors)			
Trash - Empty and replace liner as needed (public areas)		X	
Empty Liquid disposal bin	X		
Empty Recycling - Do not use plastic liners (public areas)		X	
Terminal Curb (Outdoors)			
Remove trash under walkway canopy - including cigarette butts, bottle caps, etc.		X	
Rest Rooms Outside Holdroom			
Clean & pour disinfectant in floor drain		X	
Clean and sanitize stalls, commodes & urinals		X	
Clean mirrors		X	
Clean urinals, walls surrounding urinal & toilet partitions		X	
Clean sinks and chrome		X	
Refill soap dispensers		X	
Empty napkin disposal and change liner		X	
Wet mop and disinfect		X	
Refill toilet paper dispensers		X	
Clean & disinfect walls		X	
Empty trash containers		X	
Fill seat cover dispenser		X	
DAILY SERVICES - Holdroom			
Staff must be sure to have FPD, TSA or Admin Staff check door before leaving area			
FREQUENCY			
	Once per day	Twice per day	
Floors/Carpeted			
Vacuum all open carpeted areas	X		
Floors/Non-Carpeted			
Dry Mop	X		
Doors			
Clean all glass doors	X		
Windows/Glass			
Interior spot clean (below 6 ft.)	X		
Stainless Steel			
Water Fountains - Clean and Disinfect	X		
Elevator buttons, doors & handles	X		
Sitting areas			
Wipe and dust - seats and base	X		
Trash & Recycle Containers			
Trash - Empty and replace liner as needed		X	
Empty Recycling - Do not use plastic liners		X	
Rest Rooms Inside Holdroom			
Clean & pour disinfectant in floor drain		X	
Clean and sanitize stalls, commodes & urinals		X	
Clean mirrors		X	
Clean urinals, walls surrounding urinal & toilet partitions		X	
Clean sinks and chrome		X	
Refill soap dispensers		X	
Empty napkin disposal and change liner		X	
Wet mop and disinfect		X	
Refill toilet paper dispensers		X	
Clean & disinfect walls		X	
Empty trash containers		X	
Fill seat cover dispenser		X	
DAILY SERVICES - Offices			
FREQUENCY			
	Once per day	Twice per day	
Administrative Offices			
Vacuum all carpeted areas (under desks, tables, chairs)	X		
Wastebaskets - Empty (change liners as needed)	X		
TSA Offices			
Vacuum all carpeted areas (under desks, tables, chairs)	X		
Wastebaskets - Empty (change liners as needed)	X		
TOTAL DAILY SERVICES			\$9,300

WEEKLY SERVICES			
WEEKLY SERVICES - Open Public Spaces	FREQUENCY		LUMP SUM
Floors/Carpeted			
Spot clean carpet	WEEKLY		
Floors/Non-Carpeted			
Wet Mop	WEEKLY		
Doors			
Clean all non-glass doors & door jams	WEEKLY		
Windows/Glass			
Interior complete clean (below 6 ft.)	WEEKLY		
Stainless Steel			
Baggage claim area	WEEKLY		
Stairs & Stair Landing			
Glass cleaning and wiping safety rails	WEEKLY		
Sweep or vacuum	WEEKLY		

Sitting areas (Upstairs and downstairs)		
Dusting (below 6 ft.)	WEEKLY	
Vacuum upholstery	WEEKLY	
WEEKLY SERVICES - Holdroom	FREQUENCY	
Floors/Carpeted		
Spot clean carpet	WEEKLY	
Floors/Non-Carpeted		
Wet Mop	WEEKLY	
Doors		
Clean all non-glass doors & door jams	WEEKLY	
Sitting areas (upstairs, downstairs and holdroom)		
Dusting (below 6 ft.)	WEEKLY	
Vacuum upholstery	WEEKLY	
WEEKLY SERVICES - Offices	FREQUENCY	
Administrative Offices		
Spot clean carpet	WEEKLY	
Clean all non-glass doors & door jams	WEEKLY	
Dusting (below 6 ft.)	WEEKLY	
Vacuum upholstery	WEEKLY	
TSA Offices		
Spot clean carpet	WEEKLY	
Clean all non-glass doors & door jams	WEEKLY	
Dusting (below 6 ft.)	WEEKLY	
Vacuum upholstery	WEEKLY	
TOTAL WEEKLY SERVICES		\$311

QUARTERLY SERVICES		
QUARTERLY SERVICES	FREQUENCY	LUMP SUM
High dusting wood beams, ceiling fans and exposed interior roofing (above 6 ft.)	QUARTERLY	
High window cleaning interior and exterior (above 6 ft.)	QUARTERLY	
Low window cleaning exterior (below 6 ft.)	QUARTERLY	
Spot clean, removing cobwebs and marks from walls/columns/pillars.	QUARTERLY	
Deep carpet cleaning/shampooing	QUARTERLY	
Clean Interior & Exterior of all trash bins (indoor and outdoors)	QUARTERLY	
Conference room (Dust, vaccum, wipetables, disinfect seats)	QUARTERLY	
TOTAL QUARTERLY SERVICES		\$11,380

COST SUMMARY				
SERVICES	FREQUENCY	UNIT COST	ESTIMATED HOURS PER SERVICE	TOTAL PRICE
Basic Services - Daily	MONTHLY - Times 12	\$9,300.00	9	\$111,600.00
Basic Services - Weekly	MONTHLY - Times 12	\$311.00	12	\$3,732.00
Basic Services - Quarterly	QUARTERLY - Times 4	\$11,380.00	160	\$45,520.00
TOTAL ANNUAL CONTRACT AMOUNT				\$160,852.00

AS REQUESTED SERVICES		
SERVICES	FREQUENCY	LUMP SUM
Additional High Dusting (above 6 feet)	As needed	\$93.00
Additional restroom clean up	As needed	\$16.00
Police sub-station (Dust, vaccum, disinfect seats)	As needed	\$9.00
Bio-hazard emergency clean up	As needed	\$124.00
Restaurant clean up	As needed	\$41.00

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Creag Znetko, Administrative Specialist
Date: 01/29/2026
Meeting Date: 02/03/2026



TITLE:

Consideration and Ratification of Contract: Ratification of the \$33,836 Amendment to the Order Form for the Contract with Placer Labs, Inc. for Placer.ai data analytics software bringing the total contract amount to \$129,240.

STAFF RECOMMENDED ACTION:

1. Ratify the \$33,836 Amendment to the Order Form for the Contract with Placer Labs, Inc. for Placer.ai data analytics software bringing the total contract amount to \$129,240; and
2. Authorize the City Manager to execute all necessary documents.

Executive Summary:

The City of Flagstaff Economic Development Office procured a contract with Placer Labs, Inc. in FY22, after receiving quotes from three vendors: Buxton Analytics, Placer Labs, Inc. and Gazelle.AI. Placer Labs, Inc., and the Placer.ai data analytics service was selected. The initial contract amount was \$19,500. Economic Development has renewed this contract each year since FY22. Upon receiving the most recent \$33,836 Amendment to the Order Form, the cumulative amount of the contract is now \$129,240; which is over the \$100,000 City Charter threshold for purchases requiring City Council approval. For this reason, staff brought this \$33,836 Amendment to the Order Form to the City Council for ratification of the contract.

Although the price of the service has increased over the term, Placer Labs, Inc. is still found to be very cost-effective. Placer Labs, Inc. delivers demographic information based upon GPS information from cell phones and other business analytics to demonstrate through the Experian-based psychographic Mosaic who is spending how much time in any given location. This software remains a vital tool in supporting business attraction, retention and expansion, public event attendance for staffing Fire, Police, Emergency Management, and reporting to community partners and stakeholders.

Financial Impact:

Project Name: Contract with Placer Labs, Inc. - Economic Development Retail Analytics
 Cost: \$33,836.00
 Account Number Budgeted: 052-07-213-0830-4-4206
 FY Budgeted Amount: \$51,000
 Grant Funded: No
 Funding Source: BBB

Policy Impact:

Connection to PBB Key Community Priorities/Objectives & Regional Plan includes: High-performing governance, Robust and resilient economy, and Livable Community.

Previous Council Decision or Community Discussion:

No. Previous contracts did not meet procurement requirements for City Council approval.

Options and Alternatives to Recommended Action:

1. Ratify the \$33,836 Amendment to the Order Form for the Contract with Placer Labs, Inc. for Placer.ai data analytics software bringing the total contract amount to \$129,240; or
2. Do not approve the ratification and provide staff direction.

Connection to PBB Priorities and Objectives:

High-performing governance -- The Economic Development Program works with community and internal partners daily, much of what is accomplished with the analytics supports local businesses, entrepreneurs, as well as other community entities and regional partners.

Robust and resilient economy -- the analytics tools enable us to provide information to potential businesses for attraction purposes as well as existing businesses supporting expansion.

Livable community -- Economic Development creates revenue through BBB taxes which provides residents with a quality of life through programming provided by other city divisions and sections that receive BBB funds for their budget.

Connection to Regional Plan:

Policy ED.1.3 Use economic best practices to promote quality and fiscally sound projects.

Policy ED.2.1 As industry sectors emerge and grow, encourage regional workforce development partners to take a proactive role by preparing the local labor force for current and future workforce needs.

Policy ED.3.5 Advocate the economic sustainability and growth of businesses with opportunities for transitional commercial space, leased space, and property ownership.

Connection to Carbon Neutrality Plan:

DD-4: Placer.AI can inform transit planning by showing when and where activity peaks, helping optimize transit routes and schedules. Identifying gaps between housing, employment centers, and services. Supporting data-driven decisions to increase transit ridership.

Connection to 10-Year Housing Plan:

Preserve1: Placer.AI analytics help identify underutilized buildings, validate demand for new uses, reduce redevelopment risk, and measure post-project impacts--making adaptive reuse a data-driven, lower-risk strategy for housing, economic development, and sustainability. Placer.AI supports Flagstaff's Carbon Neutrality Plan by providing real-world mobility and activity data that helps provide information to reduce vehicle miles traveled.

Connection to Division Specific Plan:

Economic Development Strategic Plan

Pillar 3, Strategy 2 Establish Sustainable Economic Development Metrics That Support Municipal Climate Action Targets

Pillar 3, Strategy 3 Attract and Expand Businesses That Align With City Criteria for Sustainable Development

Pillar 3, Strategy 4 Identify Opportunities for Infrastructure Expansion

Pillar 3, Strategy 5 Enhance Business Supports That Promote Sustainable Economic Development

Pillar 4, Strategy 2 Strengthen Community Partnerships

Pillar 4, Strategy 3 Formalize Relationships With Business Support Organizations

Attachments: [2026 Ratification Amendment to Order Form Executed](#)

[2021 Initial Order Form - Contract](#)

[2023 Amendment to Order Form](#)

[2024 Amendment to Order Form](#)

[2024 B Amendment to Order Form](#)

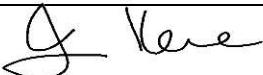



PLACER LABS, INC.

AMENDMENT TO ORDER FORM


This Amendment to Order Form (this “**Amendment**”), dated as of January 6, 2026 (the “**Amendment Date**”), modifies the Order Form executed by City of Flagstaff (“**Customer**”) and Placer Labs, Inc. (“**Placer**”) on or about August 16, 2021 (together with any other prior amendments thereto, the “**Order Form**”). Unless otherwise defined, capitalized terms herein have the same meaning as in the Order Form. Placer and Customer agree to amend the Order Form as follows:

1. The Term of the Order Form will be renewed for 12 months starting August 16, 2025 (“**Renewal Date**”).
2. Starting on the Renewal Date, the Annual License Fee will increase, from \$32,225 to \$33,836.
3. Customer will receive an invoice for this upcoming Additional Term on the Renewal Date.
4. In all other respects, the Order Form shall remain in full force and effect.

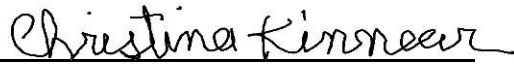
City of Flagstaff	
By:	 Joanne K. Keene signed on 1/16/2026 1:23:52 PM
Name:	Joanne Keene
Title:	City Manager

Placer Labs, Inc.	
By:	 Vernell Wisdom signed on 1/16/2026 1:23:52 PM
Name:	Vernell Wisdom
Title:	Head of Contract Management

Attest:


City Clerk
Stacy Saltzburg signed on 1/9/2026 11:34:17 AM

Approved as to form:


Christina Kinnear signed on 1/8/2026 3:56:50 PM



PLACER LABS, INC.

ORDER FORM

City of Flagstaff	(“ Customer ”)	Placer Labs, Inc. (“ Placer ”)
Address:	211 W Aspen Ave. Flagstaff, AZ 86001	Address: 340 S Lemon Ave #1277, Walnut, CA 91789
Contact Person:	John Saltonstall	Contact Person: Steve Flynn
Email:	jsaltonstall@flagstaffaz.gov	Billing Contact Person: Ethan Low
Phone:	(928) 213 - 2966	Billing Email*: accounting@placer.ai
Billing Contact Email:	Brian.Eilerts@flagstaffaz.gov	Billing Phone*: 415-228-2444

*Not for use for official notices.

I. Services.

The services provided under this Order Form (the “**Services**”) include:

- Access, via Placer Venue Analytics Platform (“**Placer’s Platform**”), to all major venues within the United States
- Access, via Placer’s Platform, to Placer Venue Analytics reports, including, Visits, Trade Areas, Customer Journey, Customer Insights, Dwell Times, and Visitation by Hour/Day
- Actionable insights include:
 - Accurate foot traffic counts and dwell time
 - True Trade Areas displaying frequent-visitors-density by home and work locations
 - Customers’ demographics, interests, and time spent at relevant locations
 - Where customers are coming-from/going-to? Along which routes?
 - Benchmarking of Foot Traffic, Market Share, Audiences, and other key metrics
 - Competitive insights
- Custom reports per ad-hoc needs/requests; in Excel, KML, Tableau, and other formats
- Ad-hoc property visitor time lapse video generation upon request
- Premier Customer Support
 - Regular meeting with Placer Customer Success Team
 - Live, Virtual Training support as reasonably needed
- Access to Advanced Demographics and Psychographics features, via Placer’s Marketplace initiative. The applicable Advanced Demographics and Psychographics are generated using the Input Datasets from the data vendors as set forth below (such data vendors, the “**Marketplace Vendors**”).

Description	Marketplace Vendors	Input Datasets Used
Basic Package	Synergos Technologies (STI)	PopStats
	Synergos Technologies (STI)	Spending Patterns
	Synergos Technologies (STI)	Workplace
	Synergos Technologies (STI)	MarketOutlook
	Experian	Mosaic

The foregoing are referred to as “**Marketplace Services**”. Marketplace Services and Marketplace Data are governed by, and Customer and Placer agree to, the Marketplace License Agreement located at

<https://www.placer.ai/placer-marketplace-license-agreement/> (the “**Marketplace Agreement**”). Capitalized terms in this section have the meaning set forth in the Marketplace Agreement

2. Permitted Uses

The data, information and materials accessible via the Services are referred to as “**Placer Data**”. Customer may use Placer Data solely for the following purposes (“**Permitted Uses**”): (a) Customer may use Placer Data for Customer’s internal business purposes; and (b) Customer may incorporate Placer Data into Research Data, as described and subject to the restrictions below. Under no circumstances may Customer provide any part of any Placer Data in raw form to any third party.

“**Research Data**” means datasets and other materials created by Customer that result in any part from Customer’s use of Placer Data. Research Data must not include any Placer Data in raw form or any other form through which the raw form is readily identifiable by the recipient of Research Data (e.g., through common or basic methods of reverse-engineering, etc.). The Customer may share Research Data with current and potential customers, and in marketing materials; provided that the Customer shall cite Placer as a provider of such information.

3. Term and Termination.

Initial Term: The initial term of this Order Form will begin as of the last signature date set forth below, and will continue for 12 consecutive months thereafter (the “**Initial Term**”). Each renewal or additional term, if any, is referred to as “**Additional Term**”, and the Initial Term and any Additional Terms are referred to collectively as the “**Term**”.

Additional Term:

Placer will notify the Customer at least thirty (30) days before expiration of the Initial Term, and this Order Form shall be automatically renewed for one year unless either party provides written notice of non-renewal prior to the expiration of the term.

Termination:

Either party may terminate this Order Form upon thirty (30) days’ notice if the other party materially breaches any of the terms or conditions of this Order Form or the Agreement (as defined below), and the breach remains uncured during such thirty (30) days. In addition, Placer may immediately suspend Customer’s access to the Services, or terminate the Order Form, in the event of non-payment by the Customer or breach by Customer of any restrictions regarding usage of the Services.

4. Fees.

US \$19,500/year invoiced: in full upon signing this Order Form

Fees billed via Bill.com

Customer shall pay the fees set forth in this Order Form as set forth above.

Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection.

Customer shall be responsible for all taxes associated with the Services other than U.S. taxes based on Placer's net income.

If Customer believes that Placer has billed Customer incorrectly, Customer must contact Placer no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared in order to receive an adjustment or credit. Inquiries should be directed to Placer's customer support department at support@placer.ai.

In the event of any termination, Customer will pay in full for the Services up to and including the last day on which the Services are available to Customer.

All billing will be sent via electronic invoice to the Customer contact indicated above. Customer shall pay all fees within thirty (30) days of the invoice date.

5. Support.

Placer will use commercially reasonable efforts to provide customer service and technical support in connection with the Services on weekdays during the hours of 9:00 a.m. through 5:00 p.m. California time, with the exclusion of federal holidays. For any such support, please contact us at support@placer.ai.

6. Mutual NDA.

Each party (the "**Receiving Party**") understands that the other party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Placer includes, without limitation, non-public information regarding features, functionalities and performance of, and pricing for, the Services. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted by the Agreement) or disclose to any third party any Proprietary Information. The foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, (b) was in the possession of or known to the Receiving Party, prior to disclosure thereof by the Disclosing Party, without any restrictions or confidentiality obligations, (c) was rightfully disclosed to it, without any restrictions or confidentiality obligations, by a third party, (d) was independently developed without use of any Proprietary Information of the Disclosing Party, or (e) is required to be disclosed by law, provided that the Receiving Party provides the Disclosing Party with prompt written notice of such requirement and reasonably cooperates with the Disclosing Party to limit or challenge such requirement. These provisions regarding Proprietary Information shall apply in perpetuity and shall survive any termination of the Order Form or the Agreement.

7. Miscellaneous.

All notices under the Order Form and the Agreement will be in writing and will be deemed to have been duly given (a) upon delivery by a recognized delivery service (e.g., FedEx) with delivery confirmation, (b) upon receipt, if sent by U.S. certified or registered mail, return receipt requested, or (c) when sent via email, if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Notices shall be sent to the addresses set forth in the Order Form, which addresses may be subsequently modified by written notice given in accordance with these provisions.

Customer grants Placer the right to use Customer's company name and company logo, for Placer's promotional purposes.

This Order Form is entered into by and between Customer and Placer effective as of the date of the last signature below. This Order Form and use of the Services are governed by, and Customer and Placer agree to, the License Agreement located at <https://www.placer.ai/placer-license-agreement/> (the "**Agreement**"); provided, however, that in the event of any conflict between this Order Form and the Agreement, this Order Form shall control. Unless otherwise defined in this Order Form, capitalized terms herein have the same meaning as in the Agreement.

"Customer"

City of Flagstaff

Greg Clifton

By: 2021.08.16 12:31:54 -07'00'

Name: Greg Clifton

Title: City Manager

Date:

"Placer"

Placer Labs, Inc.

By: 

Name: Noam Ben Zvi

Title: CEO & Co-Founder

Date: 08/09/2021

Attest:



Digitally signed by Stacy Saltzburg

Date: 2021.08.16 15:56:32 -07'00'





City Clerk

Approved as to form:


City Attorney

TITLE	City of Flagstaff (Final version)
FILE NAME	Order Form - Flagstaff V4 clean.docx
DOCUMENT ID	33bd07ac36ffe25a39dfd483109b2519114a919d
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Completed

Document History

 SENT	08 / 09 / 2021 15:55:43 UTC	Sent for signature to Noam Ben-Zvi (noam@placer.ai) from brad.hoffeld@placer.ai IP: 71.206.9.28
 VIEWED	08 / 09 / 2021 15:57:27 UTC	Viewed by Noam Ben-Zvi (noam@placer.ai) IP: 71.198.235.223
 SIGNED	08 / 09 / 2021 15:57:39 UTC	Signed by Noam Ben-Zvi (noam@placer.ai) IP: 71.198.235.223
 COMPLETED	08 / 09 / 2021 15:57:39 UTC	The document has been completed.



PLACER LABS, INC.

AMENDMENT TO ORDER FORM

This Amendment to Order Form (this "Amendment"), dated as of August 10, 2023 (the "Amendment Date"), modifies the Order Form executed by the City of Flagstaff ("Customer") and Placer Labs, Inc. ("Placer") on or about August 16, 2021 (together with any other prior amendments thereto, the "Order Form"). Unless otherwise defined, capitalized terms herein have the same meaning as in the Order Form. Placer and Customer agree to the following:

- 1. The Term of the Order Form will be renewed for 12 months starting August 16, 2023 ("Renewal Date").
2. Starting on the Renewal Date, the Annual License Fee for Services will increase, from \$19,500 to \$24,500.
3. On the Renewal Date, Customer will receive an invoice for this Additional Term.
4. Starting on the Renewal Date, Customer will receive the Retail Sales Report:
- Retail Sales Report
- SLA:
o Delivery frequency: Daily
o Data starting January 1, 2018
- Coverage includes grocery chains, super stores, and full-service restaurants. Additional coverage may be available during the subscription period.
5. Effective as of as of as of the Amendment Date, the Order Form shall be governed by, and Customer and Placer agree to, the License Agreement located at https://www.placer.ai/placer-license-agreement/
6. In all other respects, the Order Form shall remain in full force and effect.

City of Flagstaff
By: [Signature] FOR
Name: Greg Clifton
Title: City Manager

Placer Labs, Inc.
By:
Name:
Title:

Attest:

[Signature]
City Clerk

Stacy Saltzburg signed on 9/7/2023 2:41:22 PM

Approved as to form:

[Signature]
City Attorney

Anja Wendel signed on 8/18/2023 2:56:43 PM




PLACER LABS, INC.

AMENDMENT TO ORDER FORM

This Amendment to Order Form (this “Amendment”), dated as of July 24, 2024 (the “Amendment Date”), modifies the Order Form executed by City of Flagstaff (“Customer”) and Placer Labs, Inc. (“Placer”) on or about August 16, 2021 (together with any other prior amendments thereto, the “Order Form”). Unless otherwise defined, capitalized terms herein have the same meaning as in the Order Form. Placer and Customer agree to amend the Order Form as follows:

1. The Term of the Order Form will be renewed for 12 months starting August 16, 2024 (“Renewal Date”).
2. Starting on the Renewal Date, the Annual License Fee will increase by \$1,225 from \$24,500 to \$25,725.
3. Accordingly, Customer will receive an invoice for this upcoming Additional Term on the Renewal Date.
4. Placer may increase the fees any time following the Additional Term (but not more frequently than once in any twelve (12) month period). The amount of such annual increase will equal the greater of CPI or five percent (5%) per annum.
5. In all other respects, the Order Form shall remain in full force and effect.

City of Flagstaff
By:  <i>David McIntire</i>
Name: David McIntire for Heidi Hansen
Title: Community Investment Director

Placer Labs, Inc.
By:  <i>Vernell Wisdom</i>
Name: Vernell Wisdom
Title: Head of Contract Management



PLACER LABS, INC.

AMENDMENT TO ORDER FORM

This Amendment to Order Form (this "Amendment"), dated as of August 29, 2024 (the "Amendment Date"), modifies the Order Form executed by the City of Flagstaff ("Customer") and Placer Labs, Inc. ("Placer") on or about August 16, 2021 (together with any other prior amendments thereto, the "Order Form"). Unless otherwise defined, capitalized terms herein have the same meaning as in the Order Form. Placer and Customer agree to the following:

- 1. Starting on September 3, 2024, the Annual License Fee for the Services will increase, from \$25,725 to \$32,225, for the addition of the Economic Development Dataset Pack, as described below.
2. Accordingly, Customer will be invoiced in the amount of \$6,179 upon signing this amendment for 347 days of access to the Economic Development Dataset Pack, prorated to the August 15, 2025 end of the Term.
3. Starting on September 3, 2024, Customer will have access to the Economic Development Dataset Pack. The applicable datasets are generated using the Input Datasets from the data vendors as set forth below:

Table with 2 columns: Description, Input Datasets Used. Row 1: Economic Development, AGS Business Counts (Business Demographics), AGS Non-Resident Population Accommodations, AGS Environmental Risk, AGS Retail Potential/Gap, Niche - Neighborhood Segmentation, Events.

- 4. In all other respects, the Order Form shall remain in full force and effect.

City of Flagstaff signature block for Greg Clifton, City Manager, signed 9/12/2024 12:00:53 PM.

Placer Labs, Inc. signature block for Vernell Wisdom, Head of Contract Management, signed 9/12/2024 12:00:53 PM.

Attest:

Signature of Stacy Saltzburg, City Clerk, signed 9/12/2024 12:28:20 PM.

Approved as to Form:

Signature of Anja Wendel, City Attorney's Office, signed 9/12/2024 11:43:25 AM.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Tiffany Antol, Zoning Code Manager
Date: 01/29/2026
Meeting Date: 02/03/2026



TITLE:

Consideration and Adoption of Resolution No. 2026-03 and Ordinance No. 2026-01: 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-23-00134 - Sign Standards" and an Ordinance of the City Council of the City of Flagstaff, Coconino County, Arizona, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code.

STAFF RECOMMENDED ACTION:

1. Adopt Resolution No. 2026-03
2. Read Ordinance No. 2026-01 by title only for the final time
3. City Clerk reads Ordinance No. 2026-01 by title only (if approved above)
4. Adopt Ordinance No. 2026-01

Executive Summary:

The proposed amendment includes multiple changes to the Zoning Code. New provisions are being added, some sections have been reorganized, and several existing regulations are being deleted or modified. The most significant of the modifications include:

- Clarifying the Design Handbook for Downtown is not meant as a regulatory document, any specific regulations from that handbook have been placed into code;
- Significantly reducing the amount of minor stipulations required for specific sign types;
- Correcting a typo that was allowing for extra signage for businesses with secondary frontage;
- A general clean-up of repetitive language and simplification of standards.

The Planning & Zoning Commission recommended that the City Council approved this Zoning Code Text Amendment by a vote of 5-0.

Financial Impact:

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

Policy Impact:

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

Previous Council Decision or Community Discussion:

There has not been a previous City Council decision on this Resolution or Ordinance.

Options and Alternatives to Recommended Action:

The City Council may adopt, modify, or deny the proposed Zoning Code Text Amendment.

Background and History:

The proposed amendment includes:

Purpose (Section 10-50.100.010):

- Condensed repetitive and/or unnecessary language into one paragraph.

Compliance with the Zoning Code and Permit Requirements (Section 10-50.100.020):

- Created new section to align with Outdoor Lighting Standards section organization.
- Combined information from old Applicability and Sign Permit sections of the code and placed near the top of the Division.

Applicability (10-50.100.030):

- ◦ Condensed language and removed a table which had a summary of incentives that are found in other areas of code or that were removed entirely.

General Restrictions and Requirements for All Signs (10-50.100.040):

- Condensed "Location Restrictions" and made language more concise and removed unnecessary restrictions.
- "100-50.100.040.B.5" identifies a prohibition on commercial signage placed on vehicles and parked on site operating as a sign. This was relocated from a later section of the code.
- Condensed "Display Restrictions" to be more concise.
- "Sign Measurement Criteria" was updated with more concise language throughout and the removal of unnecessary items and/or items that are difficult to quantify.
- Any graphic with a large black "X" on top is to be removed in the updated draft. Most images were updated but a few were removed due to redundancy.
- Simulated LED neon is now allowed and will be regulated by the same language that currently regulates neon signage.
- "Sign Maintenance" was moved to Section 10-50.100.020.

Permanent Signs (10-50.100.050)

- Removed unnecessary introductory language.
- Substantive Changes made to Table 10-50.100.050.A
 - Footnote 1 was removed as it was redundant based on column heading.
 - Footnote 5 was removed for a similar reason as Footnote 1.
 - Multifamily Development Building Mounted Signage was updated to a maximum height of 24 feet and a maximum area of 16 square feet. The previous allowances, 4 feet and 2 square feet, made signage for these buildings effectively impossible. The intent is not to allow large signage for multi-family development but to allow for a slightly larger sign in line with the freestanding sign standards.
 - Footnotes have been changed to account for changes in deleted footnotes.
 - Master Planned Communities, Subdivisions, and Manufactured Home Parks have been grouped together.
 - Maximum area for "Nonresidential use in a Commercial or Industrial Zone" was corrected for a typo that was allowing double the square footage for secondary frontages when the intention was to allow half a square foot per linear foot.
 - Multi-tenant freestanding signs in a commercial zone was upped in order to provide slightly more signage for a multi-tenant site.
 - A Mixed-Use Development section was added to the table to break up signage between the residential and commercial components of these developments.
- Standards for Specific Sign Types
 - Originally, each sign type had its own table and set of standards. There is now one table which groups standards that apply to all sign types. That table is followed by a few specific regulations per sign type.
 - Awning and Canopy Signs were initially two separate sets of standards, those standards have now been combined.
 - Width of building mounted sign types was initially 60% the width of the building element on which

they are placed, this has been changed to 80%.

- Service Island Canopy Signs are now identified as part of Building Mounted Sign standards as opposed to having their own set of standards.
- Multiple standards for building mounted signs have been removed entirely.
- Standards for Changeable Copy, Driveway, and Directory Signs have been reduced into one or two standards for each sign type.
- Freestanding sign standards have either been moved to Table 10-50.100.050.A or removed entirely as they were unnecessary, redundant, or difficult to enforce.
 - Sign base width requirements have been removed.
 - Landscaping requirements for freestanding signs have been removed. Landscaping for all new developments is required so most new development freestanding signs will have landscaping. New regulation has been added which is that the area around the freestanding sign must be clear of weeds and debris.
- Standards for Interpretive Signs have been removed as that sign type is usually located at parks, trails, or other natural/historical features which are not readable from the right of way and therefore not governed by the sign code.
- Standards for landscape wall signs have been removed as that sign type will now be governed by freestanding sign regulations.
- Projecting and Suspended signs have been grouped into the same set of regulations.
- Roof-mounted sign standards have been simplified to be more concise and allow for more of the roof area to be covered (previously the height of the sign could only be on the lower 1/3 of the roof and the new regulations stipulate that it cannot project above the roof peak).
- Window signage regulations have been significantly reduced. They have always been included in the total allowed building mounted signage allowance which regulates window signs to a high degree as most businesses use their building mounted signage allowance in their other signage.

Comprehensive Sign Programs (10-50.100.060)

- Removed language that required Comprehensive Sign Programs for all multi-family and nonresidential uses, which has not been followed for any developments in town.
- Removed unnecessary language to make the section more concise.
- Changed language which allows minor modifications to approved Comprehensive Sign Plans without having to pay the Comprehensive Sign Plan fee and instead can be handled through a sign permit fee (difference of approximately \$1,800 vs. \$90).
- Removed a reference to "findings" in the submittal requirements as there have never been any findings for a sign plan.

Sign Design Incentives (10-50.100.070)

- Condensed language to make it more concise.
- All incentives remain, however incentives that apply directly to freestanding signs no longer give bonuses to building mounted signs on the site.
- Cumulative Adjustments table removed as it was redundant.

Portable and/or Temporary Signs (10-50.100.080)

- As earlier in the code, standards for all temporary sign types have been placed into one table to aid in comprehension.
- The rest of the code changes are to clean up various numbers, letters, and references.

Sign Districts of Special Designation (10-50.100.090):

- Any item that referenced "exceptional design" has been removed to eliminate subjectivity. New standards are more objective which allows for uniformity in how it is administered.
- Standards for each sign type have been condensed into one table with a few standards for each sign type following the table, as in other parts of the updated code. Since this is another level of review beyond the standard regulations in the sign code, any regulations that have not changed for the Flagstaff Central Sign District are governed by the earlier sections of code.
- Downtown Overlay Zone

- There were various iterations of this zone's name, it has now just been cleared up and is only referred to as the Downtown Overlay Zone.
- Initially, this section referenced a document from the 90s called the Design Handbook for Downtown Flagstaff. Applicable standards have been included directly into the text of the sign code and a reference to the document has been removed. It is now made clear that the Design Handbook for Downtown Flagstaff is used for clarification purposes only.
- Flagstaff Auto Park District, Mall, and West University Entrance Drive
 - These sections remain unchanged except for changing some table and image number references to keep everything in sequential order based on changes earlier in the code.

Definitions "S" (10-80.20.190):

- Sign definition has been modified.
- Every single sign type had its own definition, most of these were removed as they are dictionary definitions and have no specific relation to the sign code.

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

A. Finding #1: The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan;

The amendment's primary purpose is to simplify and condense standards within the sign code. There are no specific goals and policies that reference sign standards. This text amendment does not drastically change the standards found in code but rather simplifies the language to help ensure consistent regulation.

B. Finding #2: The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City;

The amendment provisions are not anticipated to be detrimental to the public interest, health, safety, convenience, or welfare of the City. The proposed provision is intended to simplify existing sign standards.

C. Finding #3: The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.

The amendment is internally consistent, utilizes the existing format, and does not conflict with other Zoning Code provisions. It maintains the Zoning Code's purpose as a comprehensive contemporary set of land uses and requirements that are straightforward, usable, and easily understood.

Connection to PBB Priorities and Objectives:

Achieve a well maintained community through comprehensive and equitable code compliance, and development is compatible with community values.

Connection to Regional Plan:

The amendment's primary purpose is to simplify and condense standards within the sign code. There are no specific goals and policies that reference sign standards. This text amendment does not drastically change the standards found in code but rather simplifies the language to help ensure consistent regulation.

Connection to Carbon Neutrality Plan:

This amendment has no connection to the Carbon Neutrality Plan.

Connection to 10-Year Housing Plan:

This amendment has no connection to the 10-Year Housing Plan.

Attachments: [Res. 2026-03](#)
[PZ-25-00134 Sign Standards Exhibit A](#)
[Ord. 2026-01](#)
[PZ-23-00134 Housing Statement](#)

PZ-23-00134 Presentation

RESOLUTION NO. 2026-03

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED “PZ-23-00134 – SIGN STANDARDS”

RECITALS:

WHEREAS, pursuant to A.R.S. § 9-802 a municipality may enact or amend provisions of the City Code by reference to a public record, provided that the adopting ordinance is published in full;

WHEREAS, the City of Flagstaff wishes to incorporate by reference amendments to the Flagstaff Zoning Code, Ordinance No. 2026-01, by first declaring said amendments to be a public record.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

That certain document known as “*PZ-23-00134 – Sign Standards*” attached hereto as Exhibit A is hereby declared to be a public record, and one (1) paper copy and one (1) electronic copy shall remain on file with the City Clerk in compliance with A.R.S. § 44-7041.

SECTION 2. Effective Date.

This resolution shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 3rd day of February 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:

A. PZ-23-00134 – Sign Standards

Case No. PZ-23-00134 Updates to Zoning Code – Sign Standards
Amendment for Adoption Flagstaff Zoning Code

Provisions that are being deleted are shown in bold ~~strikethrough~~ text.
Provisions that are being added are shown in bold **red** text.

Section 1. Amend Title 10 Flagstaff Zoning Code, Chapter 10-50: Supplemental to Zones, Division 10-50.100 Sign Standards, as follows:

Division 10-50.100:

Sign Standards

Sections:

10-50.100.010 Purpose

10-50.100.020 Compliance with the Zoning Code and Permit Requirements

10-50.100.~~020~~**030** Applicability

~~10-50.100.030 Sign Permits~~

10-50.100.040 General Restrictions **and Requirements** for All Signs

~~10-50.100.050 General Requirements for All Signs~~

10-50.100.~~060~~**050** Permanent Signs

10-50.100.~~070~~**060** Comprehensive Sign Programs

10-50.100.~~080~~**070** Sign Design ~~Performance Standards~~ **Incentives**

10-50.100.~~090~~**080** Portable **and/or Temporary** Signs

10-50.100.~~100~~**090** Sign Districts of Special Designation

10-50.100.~~110~~**100** Nonconforming Signs

10-50.100.~~120~~**110** Enforcement

10-50.100.~~130~~**120** Appeals

10-50.100.~~140~~**130** Severability

10-50.100.010 Purpose

~~**A. The Council finds that the natural surroundings, climate, history, and people of the City provide the Flagstaff community with its unique charm and beauty. This division has been adopted to ensure that all signs installed in the City are compatible with the unique character and environment of the community, and in compliance with the General Plan.**~~

B. The purpose of these Sign standards is to set out reasonable regulations for the design, location, installation, display, operation, repair, maintenance, and removal of Signs in a manner that advances

the City's legitimate, important, substantial, and compelling interests, while simultaneously safeguarding the constitutionally protected right of free speech. The **purpose standards** of this division **are enacted** is to promote public health, safety, and welfare through a comprehensive system of reasonable, effective, consistent, content-neutral, and nondiscriminatory sign standards and requirements, including the following specific purposes:

1. To promote and accomplish the goals, policies, and objectives of the General Plan;
2. To balance public and private objectives by allowing adequate avenues for both commercial and noncommercial messages;
3. To improve pedestrian and traffic safety by promoting the free flow of traffic and the protection of pedestrians and motorists from injury and property damage caused by, or which may be fully or partially attributable to, cluttered, distracting, and/or illegible signage;
4. To protect the aesthetic beauty of the City's natural and built environment for the citizens of and visitors to the City, and to protect prominent viewsheds within the community;
5. To prevent property damage, personal injury, and litter caused by signs that are improperly constructed or poorly maintained;
6. To protect property values, the local economy, and quality of life by preserving and enhancing the appearance of the streetscape; and
7. To provide consistent sign design standards that enable the fair and consistent enforcement of these sign regulations.

10-50.100.020 Compliance with the Zoning Code and Permit Requirements

A. A Sign Permit shall be obtained prior to the installation, modification, or replacement of any Sign unless specifically identified below or exempted from these provisions in Section 10-50.100.30. in accordance with Section 10-20.40.120 Sign Permit – Permanent Signs.

B. All Signs shall be installed in compliance with the provisions of this Division 10-50.100 and Title 4, Building Regulations.

C. A Sign Permit is not required for the following:

1. Signs on property used exclusively for Residential Developments with less than five Dwelling Units;
2. Changes to the copy of Changeable Copy Signs; and
3. Changes to the face or copy of an existing non-illuminated Sign with no structural or lighting modifications. This does not apply to Signs located within a Historic District or Sign Districts of special designation.
4. Signs on City-approved sign support structures in compliance with Section 10-50.100.080.(D).
5. Sign Walkers in compliance with Section 10-50.100.080.(E).

D. Sign Maintenance. It shall be unlawful for any person having lawful possession or control over a Building, Structure, or Parcel of land to fail to maintain all Signs in compliance with the Zoning Code. Failure to maintain a Sign constitutes a violation of this division, and shall be subject to enforcement action in compliance with the provisions of Division 10-20.110, Enforcement.

1. Removal of Unused Sign Support Structures. Any vacant and/or unused Sign support structures, angle irons, Sign poles, or other remnants of old Signs which are not currently in use or proposed for immediate reuse shall be removed. When a Building Mounted Sign is removed, the wall shall be repaired and restored to its original condition.
2. Obsolete Signs. Permitted Signs may remain in place after the business vacates the premises, provided the Sign is left nonilluminated and Sign Copy is removed within 30 days after the business vacates the premises. Any obsolete sign over 50 years old will be subject to the requirements of Section 10-30.30.
3. Removal of Unsafe Sign Structures. In addition to the remedies provided in Division 10-20.110, Enforcement, the Director shall have the authority to order the repair, maintenance, or removal of any Sign or Sign structure which has become dilapidated or represents a hazard to safety, health, or public welfare. If such a condition is determined by the Director to exist, the Director shall give notice by certified mail to the Sign owner at the address shown on the Sign Permit, unless more recent information is available. If compliance has not been achieved within 30 days from service of notice, the Director may cause the Sign to be removed or repaired, and

the cost of such removal or repair to be charged against the Sign owner and/or the property owner.

E. **Sign Copy** Interpretations. This division is not intended to and does not restrict speech on the basis of its content, viewpoint, or message. No part of this division shall be construed to favor commercial speech over noncommercial speech. A noncommercial message may be substituted for any commercial message displayed on a **sSign**, or the content of any noncommercial message displayed on a **sSign** may be changed to a different noncommercial message, without the need for any approval or permit; provided, that the size of the **sSign** is not altered and that the illumination source, if any, does not change. To the extent any provision of this division is ambiguous, the provision shall be interpreted not to regulate on the basis of the content of the message.

10-50.100.~~020~~**030** Applicability

A. Applicability.

1. This division applies to all **sSign** within the City, regardless of their nature or location, unless specifically exempted.

~~2. Regulations for permanent signs are found in Section 10-50.100.060, Permanent Signs.~~

~~3. Regulations for portable signs are found in Section 10-50.100.090, Portable Signs.~~

~~4.1. Heritage signs in landmark zones~~ **Individual Signs of Historic or Cultural Significance** are governed by the ordinance designating the landmark **overlay property and its related guidelines.** ~~(Refer to Division 10-30.30, Heritage Preservation.)~~ **Refer to Section 10-30.30.040, Designation of Landmark Properties or Historic Overlay Zones.**

~~5. Nothing in this division shall be construed to prohibit a person from holding a sign while picketing or protesting on public property that has been determined to be a traditional or designated public forum (e.g., sidewalk or park), so long as the person holding the sign does not block ingress and egress from buildings, create a safety hazard by impeding travel on sidewalks, in bike or vehicle lanes, or on trails, or violate any other reasonable time, place, and manner restrictions adopted by the City. (See Section 10-50.100.090(C)(4), Sign Walkers.)~~

~~B. Sign Copy Interpretations. This division is not intended to and does not restrict speech on the basis of its content, viewpoint, or message. No part of this division shall be construed to favor commercial~~

~~speech over noncommercial speech. A noncommercial message may be substituted for any commercial message displayed on a sign, or the content of any noncommercial message displayed on a sign may be changed to a different noncommercial message, without the need for any approval or permit; provided, that the size of the sign is not altered. To the extent any provision of this division is ambiguous, the term shall be interpreted not to regulate on the basis of the content of the message.~~

~~C. Summary of Incentives. A summary of the incentives applicable to the permanent signs permitted in this Division is provided in Table 10-50.100.020.A (Summary of Incentives Applicable to Permanent Signs).~~

~~Table 10-50.100.020.A: Summary of Incentives Applicable to Permanent Signs~~

Neon signs	Neon lighting is not included within total outdoor light output limits.	10-50.100.050(C)(3)(a)
Building mounted signs	If painted on a building wall, allowable sign area is increased by 10%.	10-50.100.060(C)
Building mounted signs	If 1 or more freestanding signs are not utilized, additional building mounted signage is permitted.	10-50.100.060(C)
Corner signs	Additional sign area is permitted if a sign is associated with a corner entrance to a building.	10-50.100.060(G)
Directory signs	If ≤ 16 sq. ft. in area, not included in total allowable sign area for the use.	10-50.100.060(H)
Freestanding signs	Name of the shopping center or development is not included in the area or height limit for the sign.	10-50.100.060(H)
Freestanding signs — corner location	If freestanding sign is proposed where 2 signs are permitted, the allowable sign area may be increased to a max. of 35%.	10-50.100.060(N)

Suspended signs	If ≤ 4 sq. ft. in area, not included in total allowable sign area for the use.	10-50.100.070 and 10-50.100.080
Comprehensive Sign Program and Sign Design Performance Standards	Allows for increases in sign area and height for building mounted and freestanding signs.	10-20.60.110(B)(3)
Nonconforming signs	Includes an incentive to replace a nonconforming sign with a new sign that is closer in conformance with applicable standards.	-

DB. Exemptions. The following **sSign** are not regulated by this Zoning Code, so long as they meet the applicable standards described below.

1. Building Identification Signs. Building **iIdentification sSigns** not exceeding one square foot in area for residential **bBuildings** and two square feet in area for nonresidential **bBuildings**.
2. Business Name and Address on an Entry Door. Name of a business, address information, and/or contact information displayed on an entry door, not exceeding two square feet in area.
3. Signs Posted on a Community Bulletin Board. Signs posted on a community bulletin board shall not exceed 11 by 17 inches.
4. Historic **Identification Signs and Architectural Features**. Historical plaques **erected and maintained by non-profit organizations**, **bBuilding** cornerstones, and date-constructed stones not exceeding four square feet in area.
5. Signs Not Readable from the Public Right-of-Way.
 - a. Signs or displays located entirely inside of a **bBuilding**, and not visible from the **bBuilding's** exterior;
 - b. Signs intended to be readable from within a parking area but not readable beyond the boundaries of the **lLot** or **pParcel** upon which they are located or from any public **rRight-of-way**; and

c. Signs located within City recreation facilities.

6. Governmental Signs. Any ~~s~~Sign, posting, notice or similar ~~s~~Sign placed, installed, or required by law by a city, county, or a Federal or State governmental agency in carrying out its responsibility to protect the public health, safety, and welfare., including, but not limited to, the following:

- a. Emergency and warning ~~s~~Signs necessary for public safety or civil defense;
- b. Traffic ~~s~~Signs erected and maintained by an authorized public agency;
- c. Signs required to be displayed by law;
- d. Signs directing the public to points of interest; and
- e. Signs showing the location of public facilities.

~~10-50.100.030 Sign Permits~~

~~A. The procedures for submittal, review and approval of permanent signs are provided in Section 10-20.40.120, Sign Permit – Permanent Signs, and wall banner sign permits are provided in Section 10-50.100.090, Portable Signs, including any required fees.~~

~~B. A sign permit is not required for a sign on property used exclusively for a single-family residence or duplex.~~

~~C. Nonstructural Modifications and Maintenance. A sign permit is not required for the following:~~

- ~~1. Changes to the face or copy of changeable signs;~~
- ~~2. Changes to the face or copy of an existing single-tenant or multi-tenant freestanding or building-mounted nonilluminated sign from one business to another with no structural or lighting modifications to the sign unless within a historic overlay or the Central Sign District; and~~
- ~~3. The normal repair and maintenance of conforming or legal nonconforming signs, except as identified in Section 10-50.100.050(E), Sign Maintenance.~~

10-50.100.040 General Restrictions **and Requirements** for All Signs

A. Location Restrictions. Except where specifically authorized in this division, ~~s~~Signs may not be placed in the following locations:

1. Within, on, or projecting over a City ~~R~~Right-of-~~w~~Way;

~~2.—On public property;~~

~~3.2.~~ Any location that obstructs the view of any authorized traffic ~~s~~Sign, signal, or other traffic control device;

~~4.3~~ Areas **required for emergency ingress or egress** ~~as allowing for ingress to or egress from any door, window, or any exit way~~ required by the Building Code or Fire Department regulations ~~currently in effect~~;

~~5.4.~~ Off the premises of the business to which the commercial advertising ~~s~~Sign refers;

~~6.5.~~ On fuel tanks, storage containers and/or solid waste receptacles or their enclosures, except for a manufacturer's or installer's identification, appropriate warning ~~s~~Signs and placards, and information required by law;

~~7.6.~~ Tacked, painted, burned, cut, pasted or otherwise affixed to trees, rocks, light and utility poles, posts, fences, ladders, benches, or similar supports that are visible from a public way; **and**

~~8.7.~~ Where they cover the architectural features of a ~~b~~Building, such as dormers, insignias, pilasters, soffits, transoms, trims, or other architectural features;

~~9.—On the roof of a building, except as permitted in Section 10-50.100.060 (E)(4)(B)(11), Roof Mounted Sign.~~

B. Prohibited Signs.

1. Billboards;

2. Signs that could be confused with any authorized traffic signal or device;

3. Bandit ~~s~~Signs; and

4. Stuffed or inflated animals or characters used as ~~s~~Sign-; **and**

5. Commercial signage on vehicles shall not be used as Freestanding Signs and shall be parked on business property so as not to be visible from the public Right-of-Way to the greatest extent feasible.

C. Display Restrictions.

1. Signs with the following display features are prohibited:

~~1. Purpose. The purpose of this subsection is to regulate the manner in which signs convey their messages by specifying prohibited display features that create distractions to the traveling public and create visual clutter that mar the natural and architectural aesthetics of the City.~~

~~2. Applicability. Signs with the following display features are prohibited:~~

- a. ~~Lighting devices with I~~Intermittent, flashing, rotating, blinking or strobe light illumination, animation, motion picture, ~~or laser or motion picture projection,~~ or any lighting effect creating the illusion of motion, ~~as well as~~ **including** laser or hologram lights;
- b. An exposed light source, except for neon **or LED that is designed to simulate the effects of neon** that is incorporated into the design of the **sSign**;
- c. Sound, odor, or smoke;
- d. Inflatable balloons, spinners, strings of flags and pennants, fixed aerial displays, streamers, tubes, or other devices affected by the movement of the air or ~~other atmospheric or~~ mechanical means ~~either attached to a sSign or to vehicles, structures, poles, trees and other vegetation, or similar support structures;~~
- e. Rotating or moving **sSign body or any other portion of the sign** whether by mechanical or any other means. Barber poles no larger than three feet high and 10 inches in diameter and clocks are excepted from this restriction;
- f. Electronic displays;
- g. Any ~~cChangeable cCopy~~ LED **sSign**, except fixed illumination display **sSign** used to indicate that a business is "open," display prices, or to confirm an order placed in a drive-through.

~~h. Strings of lights arranged in the shape of a product, arrow, or any commercial message.~~

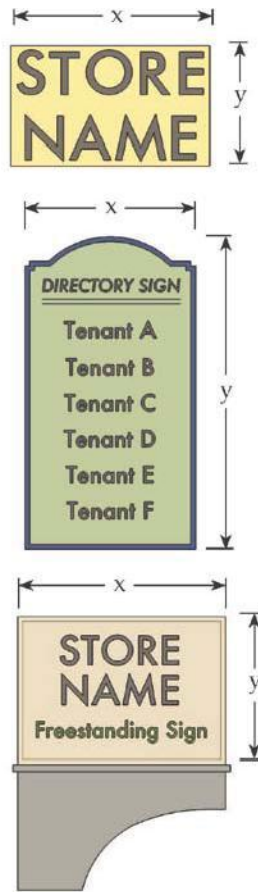
~~10-50.100.050 General Requirements for All Signs~~

A.D. Sign Message. Any permitted **sSign** may contain, in lieu of any other message or copy, any lawful **noncommercial** message, so long as the **sSign** complies with the size, height, area, location, and other requirements of this division.

B.E. Sign Measurement Criteria.

1. Sign Area Measurement. Sign area for all **sSign** types is measured as follows:
 - a. Sign copy mounted, affixed, or painted on a background panel or surface distinctively painted, textured or constructed as a background for the **sSign** **eCopy**, is measured as that area contained within the sum of the smallest rectangle(s) that will enclose both the **sSign** copy and the background, as shown in Figure 10-50.100.~~050A~~**040A**.

Figure 10-50.100.~~050A~~**040A**
Sign Area for Signs on Background Panel



b. Sign **e**Copy mounted as individual letters or graphics against a wall, **f**Fascia, mansard, or **p**Parapet of a **b**Building or surface of another **s**Structure, that has not been painted, textured or otherwise altered to provide a distinctive background for the **s**Sign **e**Copy, is measured as a sum of the smallest rectangle(s) that will enclose each word and each graphic in the total **s**Sign, as shown in Figure 10-50.100.050B040B.

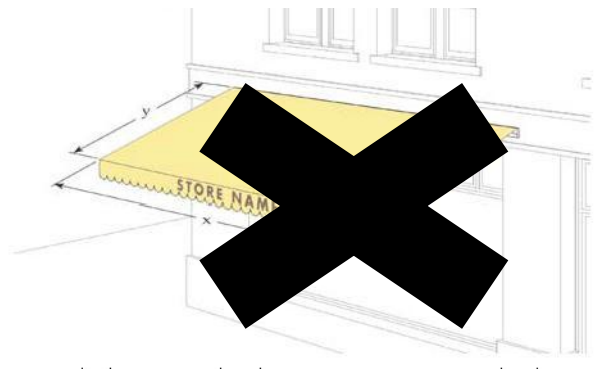
Figure 10-50.100.050B040B
Sign Area for Signs with Individual Letters



c. ~~Sign copy mounted, affixed, or painted on an illuminated surface or illuminated element of a building or structure, is measured as the entire illuminated surface or illuminated element, which contains sign copy, as shown in Figure 10-50.100.050C. Such elements may include, but are not limited to, lit canopy fascia signs, and/or interior lit awnings.~~

Figure 10-50.100.050C

Sign Area for Signs with Illuminated Surfaces



d. Multi-face signs, as shown in Figure 10-50.100.050D, are measured as follows:

(1) Two-face **sSigns**: If the interior angle between the two **sSign** faces is 45 degrees or less, the **sSign** area is of one **sSign** face only. If the angle between the two **sSign** faces is greater than 45 degrees, the **sSign** area is the sum of the areas of the two **sSign** faces.

(2) Three- or four-face **sSigns**: The **sSign** area is 50 percent of the sum of the areas of all **sSign** faces.

ed. Spherical, free-form, sculptural or other nonplanar **sSign** area is measured as 50 percent of the sum of the areas using only the four vertical sides of the smallest four-sided polyhedron that will encompass the **sSign** structure, as shown in Figure 10-50.100.~~050D~~**040C**. Signs with greater than four polyhedron faces are prohibited.

Figure 10-50.100.~~050D~~**040C**
Sign Area for Multi-Face Signs or Free Form Signs

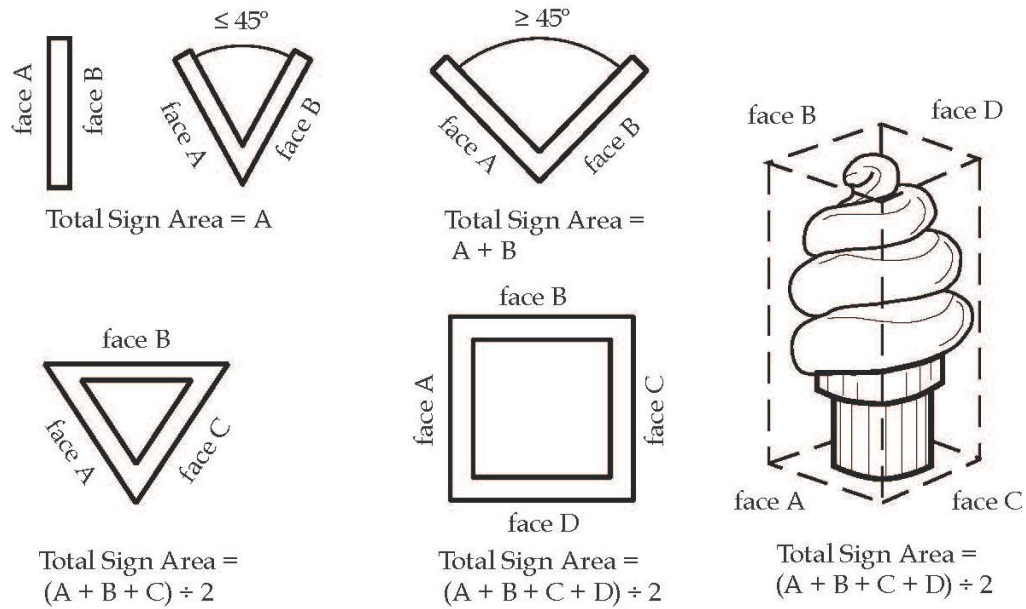


Figure 10-50.100.050D.1.040C.1

Sign Area for Symbol Included Within a Sign



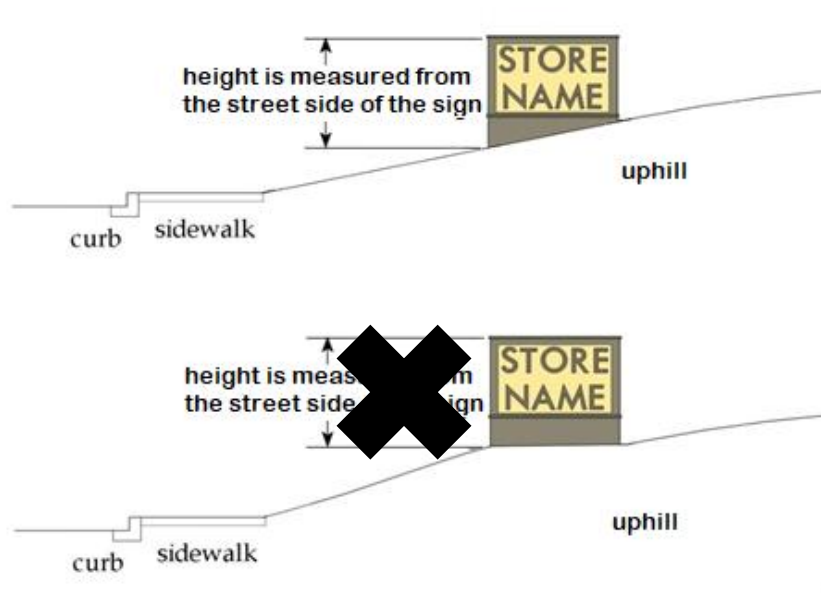
2. Sign Height Measurement. Sign height is measured as follows:

a. Freestanding Signs. Sign height is measured as the vertical distance from the ~~average elevation of the~~ finished grade ~~within an eight-foot radius from all sides of the sign at the base of the sign to the top of the sign~~, exclusive of any filling, berming, mounding or landscaping solely for the purpose of locating the ~~sSign~~, ~~excluding decorative embellishments as permitted in Table 10-50.100.060.H., Standards for Freestanding Signs.~~

(1) If ~~natural existing~~ grade at the base of a ~~sSign~~ is higher than the grade of the adjacent road, ~~sSign~~ height shall be measured from the base of the ~~sSign~~, as shown in Figure 10-50.100.050.E.040D.

Figure 10-50.100.050.E.040D

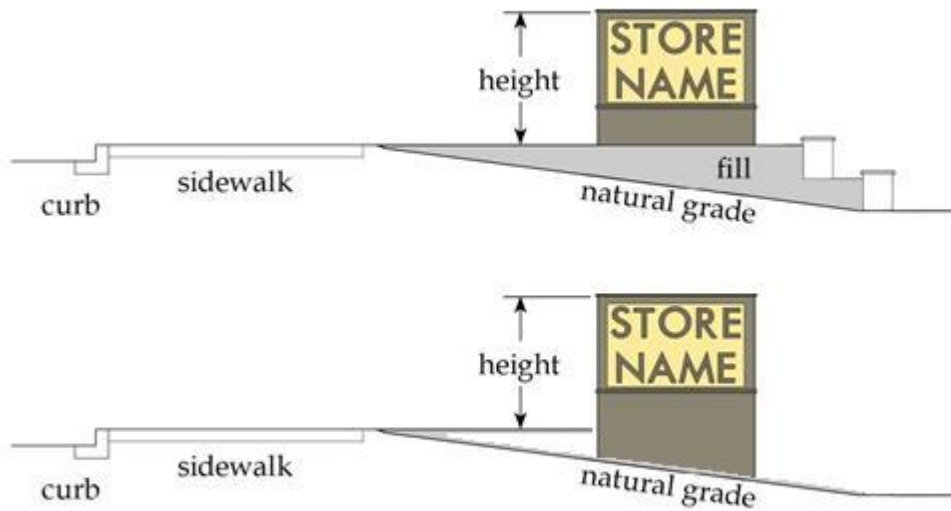
Freestanding Sign Height – Signs Higher than the Grade of an Adjacent Road



- (2) If ~~natural~~ **existing** grade at the base of a ~~s~~Sign is lower than the grade of an adjacent road, the height of the ~~s~~Sign shall be measured from the top of curb elevation, as shown in Figure 10-50.100.050.F.040E.

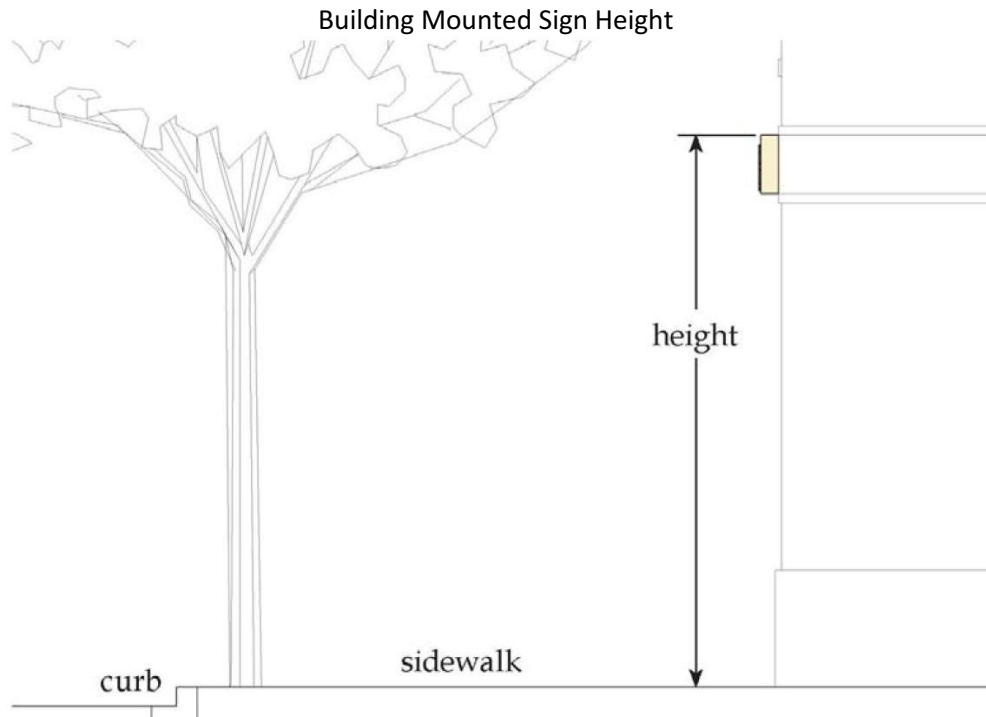
Figure 10-50.100.050.F.040E

Freestanding Sign Height – Sign Lower than the Grade of an Adjacent Road



b. Building Mounted Signs. The height of wall, **f**Fascia, mansard, **p**Parapet, or other **b**Building **m**Mounted **s**Sign is the vertical distance measured from the base of the wall on which the **s**Sign is located to the top of the **s**Sign or **s**Sign structure, as shown in Figure 10-50.100.050.G.040F.

Figure 10-50.100.050G040F



CF. Sign Illumination. ~~Allowed permanent signs may be nonilluminated, or illuminated by internal light fixtures, halo illuminated, or illuminated by external indirect illumination, unless otherwise specified.~~ All illuminated **s**Signs shall comply with the time limitations of Section 10-50.70.050(**HG**). All **p**Permanent **s**Signs for **Residential Developments with less than five Dwelling Units** ~~single-family residences or duplexes~~ and all temporary signs shall be nonilluminated.

1. Externally Illuminated Sign Standards.

a. Lighting Class. External illumination for **s**Signs shall comply with all provisions of this division, and shall be treated as Class 1 **L**ighting, as defined in Section 10-50.70.050(**BA**). All external **s**Sign lighting is included within the total outdoor light output limits of Section 10-50.70.050(**CB**), and shall comply with applicable lamp source and shielding restrictions.

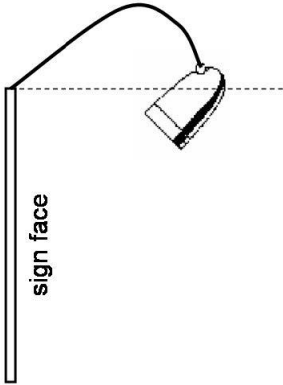
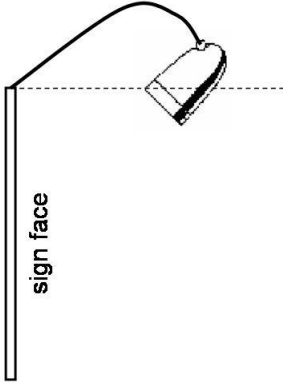
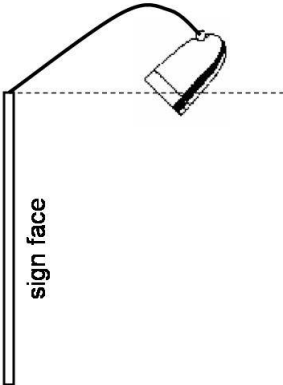
b. Except as provided in subsection (**CF**)(1)(c) of this section, externally illuminated **s**Signs shall be illuminated only with steady, stationary, fully shielded light sources directed solely onto the sign without causing glare.

c. A **L**ight **f**ixture mounted above the **s**Sign face may be installed with its bottom opening tilted toward the **s**Sign face provided:

- (1) The bottom opening of the Light Fixture is flat (i.e., it could be covered by a flat board allowing no light to escape); and
- (2) The uppermost portion of the fixture's opening is located no higher than the top of the Sign face, as shown in Figure 10-50.100.050H040G. Light Fixtures aimed and installed in this fashion shall be considered fully shielded for purposes of calculating the total outdoor light output limits of Section 10-50.70.050(CB).

Figure 10-50.100.050H040G

External Sign Lighting Configurations

Permitted and Prohibited External Sign Lighting Configurations		
Allowed	Allowed	Not Allowed
 <p>Fully Shielded</p>	 <p>Fully Shielded</p>	 <p>Unshielded</p>

2. Internally Illuminated Sign Standards.


a. Internally illuminated Signs shall either be constructed with an opaque background and translucent text and symbols, or with a colored (not white, off-white, light gray, or cream) background and generally lighter text and symbols (Figure 10-50.100.050I). Lamps used for internal illumination of Internally illuminated Signs shall not be counted toward the total outdoor light output limits of Section 10-50.70.050(CB).

- (1) Lighting Zone 1. The Sign face(s) shall be composed of illuminated text and symbols against an opaque (nonilluminated) background. The colors of these elements are not restricted.

(2) Lighting Zone 2. The ~~s~~Sign face(s) shall be either composed of illuminated text and symbols against an opaque background ~~(as in subsection C.2.a.1. of this section), or with generally lighter text and symbols~~ against a colored (not white, off-white, light gray, cream, or yellow) background. ~~Text and symbols may be white, off-white, light gray, cream, or yellow. (See Figure 10-50.100.050.I.)~~

~~Figure 10-50.100.050I~~

Internally Illuminated Signs

Light Background Not Allowed	Colored Background Allowed	Opaque Background Allowed
RESTAURANT CAFE		HOTEL

~~b.— Other internally illuminated panels or decorations not considered to be signage according to this division (such as illuminated canopy margins, building faces, or architectural outlining), shall be considered Class 3 lighting, as defined in Section 10-50.70.050(B), and shall be subject to the standards applicable for such lighting, including but not limited to the lamp source, shielding standards, and total outdoor light output limits established in Section 10-50.70.050(C).~~

3. Neon Sign Standards.

a. Exposed neon ~~s~~Signs lighting, or LED that is designed to simulate the effects of neon, is only permitted in nonresidential zones ~~and~~ shall be treated as Class 3 (decorative) ~~l~~Lighting. Allowed neon, or simulated LED neon ~~s~~Signs shall not be included within the total outdoor light output limits of Section 10-50.70.050(~~C~~B).

~~Figure 10-50.100.050I~~



Neon Sign

b. Neon lighting extending beyond the area considered to be the **sSigns** area (as defined in this division) shall comply with all provisions of Division 10-50.70, Outdoor Lighting Standards.

4. Single-Color LED Sign Standards. Single-color LED **sSigns** **are** permitted under **the display restrictions of** Section 10-50.100.040(C)(2)(g) **and** shall be considered as **iInternally iIlluminated sSigns**, and shall not have their lumen output counted toward the total outdoor light output limits of Section 10-50.70.050(**CB**). Any lighting extending beyond the area considered to be the **sSign** area (as defined in this division) shall be treated as Class 3 **ILighting** and shall comply with the lumen limits of Section 10-50.70.050(**CB**).

5. Time Limitations. All **sSigns** shall be turned off by 9:00 p.m. if located in Lighting Zone 1 and 11:00 p.m. if located in Lighting Zones 2, or when the business closes, whichever is later. Signs subject to time limitations are required to have functioning and properly adjusted automatic shut-off timers. See Section 10-90.40.020, Lighting Zone Map, for lighting zones.

D.G. Structure and Installation.

1. Raceway Cabinets. Raceway cabinets ~~shall only be used in building mounted signs when access to the wall behind the sign is not feasible,~~ shall not extend in width and height beyond the area of the **sSigns**, and shall match the color of the **bBuilding** to which it is attached. Where a raceway cabinet provides a contrast background to **sSign** copy, the colored area is counted in the total allowable **sSign** area permitted for the site or business. Examples of raceway cabinets are shown in Figure 10-50.100.~~050K040H.~~

Figure 10-50.100. ~~050K040H~~

Raceway Cabinets



2. Support Elements. Any angle iron, bracing, guy wires, or similar features used to support a ~~s~~Sign shall not be visible to the extent technically feasible.

3. Electrical Service. When electrical service is provided to ~~f~~Freestanding ~~s~~Signs or ~~l~~Landscape ~~w~~Wall ~~s~~Signs, all such electrical service is required to be underground and concealed. Electrical service to ~~b~~Building ~~m~~Mounted ~~s~~Signs, including conduit, housings, and wire, shall be concealed or, when necessary, painted to match the surface of the ~~s~~Structure upon which they are mounted. A building permit (electrical) shall be issued prior to installation of any new ~~s~~Signs requiring electrical service.

~~4. Limitation on Attachments and Secondary Uses. All permitted sign structures and their associated landscape areas shall be kept free of supplemental attachments or secondary uses including, but not limited to, supplemental advertising signs not part of a permitted sign, light fixture, newspaper distribution rack, or trash container. The use of sign structures and associated landscape areas as bicycle racks or support structures for outdoor product display is prohibited.~~

~~5.4.~~ Durable Materials. All ~~p~~Permanent ~~s~~Signs permitted by this division shall be constructed of durable materials capable of withstanding continuous exposure to the elements and the conditions of an urban environment.

~~E. Sign Maintenance. It shall be unlawful for any person having lawful possession or control over a building, structure, or parcel of land to fail to maintain the property and all signs in compliance with the Zoning Code. Failure to maintain a sign constitutes a violation of this division, and shall be subject to enforcement action in compliance with the provisions of Division 10-20.110, Enforcement.~~

~~1.— Maintenance. All signs, whether or not in existence prior to adoption of this division, shall be maintained. Maintenance of a sign shall include periodic cleaning, replacement of flickering, burned out or broken light bulbs or fixtures, repair or replacement of any faded, peeled, cracked, or otherwise damaged or broken parts of a sign, and any other activity necessary to restore the sign so that it continues to comply with the requirements and contents of the sign permit issued for its installation and provisions of this division.~~

~~2.— Landscape Maintenance. Required landscaped areas contained by a fixed border, curbed area, or other perimeter structure shall receive regular repair and maintenance. Plant materials that do not survive after installation in required landscape areas are required to be replaced within six months or within the next planting season, whichever event comes first.~~

~~3.— Removal of Unused Sign Support Structures. Any vacant and/or unused sign support structures, angle irons, sign poles, or other remnants of old signs which are not currently in use or proposed for immediate reuse shall be removed. When a building mounted sign is removed, the wall shall be repaired and restored to its original condition.~~

~~4.— Obsolete Signs. Sign structures permitted as on-premises business signs may remain in place after the business vacates the premises, provided the sign is left nonilluminated and sign copy is removed within 30 days after the business vacates the premises. If an on-site use for the sign is not commenced within six months of the termination of the previous on-site use, the sign shall be deemed abandoned and subject to the provisions of Section 10-50.100.110, Nonconforming Signs.~~

~~5.— Removal of Unsafe Sign Structures. In addition to the remedies provided in Division 10-20.110, Enforcement, the Director shall have the authority to order the repair, maintenance, or removal of any sign or sign structure which has become dilapidated or represents a hazard to safety, health, or public welfare. If such a condition is determined by the Director to exist, the Director shall give notice by certified mail to the sign owner at the address shown on the sign permit, unless more recent information is available. If compliance has not been achieved within 30 days from service of notice, the Director may cause the sign to be removed or repaired, and the cost of such removal or repair to be charged against the sign owner and/or the property owner.~~

F.H. Sign Placement at Intersection. Applicable requirements for the placement of **s**Signs at intersections are provided in the *Engineering Standards*, Section 13-10-006-0002, Intersection Sight Triangles, Clear View Zones. **All new or relocated Freestanding Signs shall be reviewed and approved by the City Traffic Engineering Section.**

10-50.100.~~060~~**050** Permanent Signs

A. ~~Applicability. Three levels of review standards are established in this division, some or all of which may be applied to the sign depending on where it is located within the City:~~

~~1. All signs within the City of Flagstaff shall be reviewed based on the standards established in this division;~~

~~2. Signs in the Flagstaff Central District are reviewed based on the standards established in Section 10-50.100.100.A., Flagstaff Central District, as well as the standards and requirements otherwise established in this division; and~~

~~3. Signs in the Downtown Historic District, which have the highest standards of review in keeping with the historic character and urban scale of this district, are reviewed based on the standards in Section 10-50.100.100(B), Downtown Historic District, the Flagstaff Central District and the standards and requirements otherwise established in this division.~~

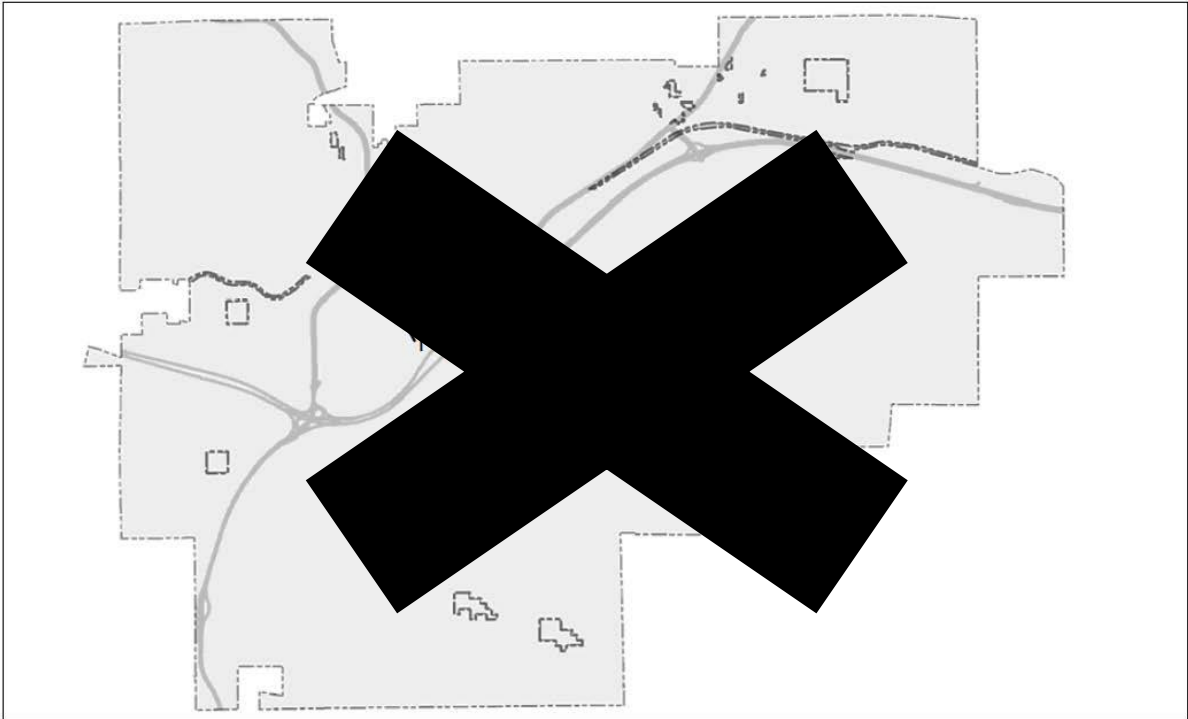
B. ~~Applicable to Transect Zones. Signs proposed in the transect zones shall comply with the standards established in the following sections:~~

~~1. Transect Zone T6: Section 10-50.100.100.A., Flagstaff Central District, and Section 10-50.100.100.B., Downtown Historic District.~~

~~2. Transect Zone T5 and T5-O: Section 10-50.100.100.A., Flagstaff Central District, and Section 10-50.100.100.B., Downtown Historic District, where applicable.~~

~~3. Transect Zone T4N.1 and T4N.1-O: Section 10-50.100.100(A), Flagstaff Central District.~~

4. ~~Transect Zone T3N.1: Section 10-50.100.100(A), Flagstaff Central District.~~



~~Figure A. Map Showing the Relationship Between the Standards Applied in the Downtown Historic District, Flagstaff Central District, and the City as a Whole~~

~~C.A. Permanent Signs shall comply with the Sign area, height, number, type and other requirements of this section and Table 10-50.100.060050.A, Standards for Permanent Signs by Use, except as otherwise provided in subsections (D) and (E) of this section. Unless specifically indicated, sign permits are required for all permanent signs in accordance with Section 10-20.40.120, Sign Permit—Permanent Signs.~~

1. Signs in the Flagstaff Central District are reviewed based on the standards established in Section 10-50.100.090.A., Flagstaff Central District, as well as the standards and requirements otherwise established in this division; and
2. Signs in the Downtown Overlay Zone, which have the highest standards of review in keeping with the historic character and urban scale of this district, are reviewed based on the standards in Section 10-50.100.090.B., Downtown Overlay Zone, the Flagstaff Central District and the standards and requirements otherwise established in this division.

Table 10-50.100.060050.A: Standards for Permanent Signs by Use

Land Use	Allowed Sign Types	Number of Signs ¹	Max. Ht. (in ft.)	Max Area (sq. ft.)
Single-Family Residential Developments with less than 5 Dwelling Units or Duplex (includes Home Occupations, Day Cares , and Bed and Breakfasts)				
	Building Mounted	1 ²⁻¹	6	6
	Freestanding	1 ²⁻¹	3	6
Single-Family Subdivision, Multifamily Residential Developments, Manufactured Home Parks				
	Building Mounted	1 ⁴⁻³	4 24	216³
	Freestanding	1 ³⁻²	6	24
	Landscape Wall	1 ³⁻²	4	24
Master Planned Communities, Subdivisions, Manufactured Home Parks				
	Building Mounted ⁴	N/A	N/A	N/A
	Freestanding	1 ³⁻² per major vehicular entrance	8	36
	Landscape Wall	1 ³⁻² per major vehicular entrance	8	36
Institutional Use in All Zones				
	Building Mounted ⁴	1	6	24 ³
	Freestanding	1 ³⁻²	4	32
	Landscape Wall	1 ³⁻²	4	32
Nonresidential Uses in a Commercial or Industrial Zone – Live/Work, Single Tenant Building, and Detached Buildings within a Multi-Tenant Development or Shopping Center⁵				

Table 10-50.100.060050.A: Standards for Permanent Signs by Use

Land Use	Allowed Sign Types	Number of Signs ¹	Max. Ht. (in ft.)	Max Area (sq. ft.)
	Building Mounted – Single Building Frontage	Limited by max. sign area	25	1 sq. ft. to 1 linear foot of primary building frontage – 100 sq. ft. max ³
	Building Mounted – Multiple Building Frontages ⁴	Limited by max. sign area	25	1 sq. ft. to 1 linear foot of primary building frontage – 100 sq. ft. max ³
				1 sq. ft. to 0.5 2 linear foot feet of auxiliary building frontage – 80 sq. ft. max ³
	Single Tenant Freestanding Type A	Limited by frontage line length	8	32
	Type B		6	24
	Multi-Tenant Freestanding Type A	Limited by frontage line length	10	40
	Type B		6 8	24 32
Nonresidential Use in Commercial or Industrial Zone – Multi-Tenant Buildings, Development Sites, and Shopping Centers⁵				
Mixed-Used Developments				
	Building Mounted – Single Frontage ⁴ Residential Component	Limited by max. sign area-1	25	1 sq. ft. to 1 linear foot of primary building frontage – 100 sq. ft. max 16 ³

Table 10-50.100.060050.A: Standards for Permanent Signs by Use

Land Use	Allowed Sign Types	Number of Signs ¹	Max. Ht. (in ft.)	Max Area (sq. ft.)
	Building Mounted – Multiple Frontages^{4,6} Commercial Component⁴	Limited by max. sign area 1 per store front	25	1 sq. ft. to 1 linear foot of primary building commercial frontage – 100 sq. ft. max ³ 1 sq. ft. to 0.5 2 linear foot of auxiliary building frontage – 80 sq. ft. max
	Freestanding Type A	Limited by frontage line length	10	40
	Freestanding Type B	Limited by frontage line length	8	32

End Notes

~~¹Number of signs per development site or parcel.~~

²¹Either one ~~b~~**B**uilding ~~m~~**M**ounted or one ~~f~~**F**reestanding ~~s~~**S**ign permitted.

³²~~Either~~ one ~~f~~**F**reestanding or one ~~l~~**L**andscape ~~w~~**W**all ~~s~~**S**ign permitted.

⁴³~~The~~ area of ~~s~~**S**igns painted onto the wall of a ~~b~~**B**uilding may be increased by 10 percent (~~see Table 10-50.100.060.C~~).

⁵~~Signs for single- and multi-tenant buildings or developments that contain elements exceeding the otherwise applicable area or height standards may only be approved in accordance with Sections 10-50.100.070, Comprehensive Sign Programs, and 10-50.100.080, Sign Design Performance Standards.~~

⁶⁴Multiple ~~f~~**F**rontages include corner ~~b~~**B**uildings or ~~b~~**B**uildings with two or more ~~f~~**F**rontages.

~~D. Signs for Residential Uses in All Zones.~~

~~1.— Building mounted and freestanding signs for detached single-family residences and duplexes are allowed without a sign permit. The standards in Table 10-50.100.060.A, Standards for Permanent Signs by Use, shall apply.~~

~~2.— Building mounted, freestanding and landscape wall signs for single-family subdivisions, multi-family developments and manufactured home parks are allowed with a sign permit subject to the standards established in Table 10-50.100.060.A, Standards for Permanent Signs by Use.~~

E.— Signs for All Nonresidential Uses in All Zones.

~~1.— Building mounted, freestanding, and landscape wall signs for institutional uses in all zones are allowed with a sign permit subject to the standards established in Table 10-50.100.060.A, Standards for Permanent Signs by Use.~~

~~2.— Building mounted and freestanding signs for all other nonresidential uses in all zones, including single tenant buildings, live/work units, detached buildings within a multi-tenant development or shopping center, and multi-tenant buildings, development sites, multi-use developments, or shopping centers are allowed with a sign permit subject to the standards established in Table 10-50.100.060.A, Standards for Permanent Signs by Use~~

~~3.— Hotel and Motel Room Rate Signs. Signs for hotels and motels that post room rates on an outdoor advertising sign shall comply with the requirements of Chapter 3-04, Motels and Hotels.~~

4-B. Standards for Specific Sign Types.

~~a.— All signs shall comply with the following standards. Each sign type listed in this section shall be included in the calculation of the total sign area allowed on a parcel or development site by this section, except as explicitly provided otherwise in this subsection. Each sign shall also comply with the sign area, height, and other requirements of Section 10-50.100.050, General Requirements for All Signs, and all other applicable provisions of this division. Any noncommercial message may be substituted for the sign copy on any commercial sign allowed by this division.~~

b.1. The following sign types are permitted, subject to the criteria listed under each sign type **and within Table 10-50-100.050.B.**

**Table 10-50.100.050.B
Permanent Sign Standards**

Sign Type	Max Area	Min Height	Max Height	Illumination	Max # of signs
Awning and/or Canopy	One square foot of Sign area per one linear foot of awning/canopy width. Included in the total allowable Sign area for Building Mounted Signs	8 feet from bottom of awning or canopy to nearest sidewalk	25 feet from the top of the Sign	No illumination permitted for awnings. Internal illumination only for letter or logos mounted on a canopy	N/A
Building Mounted	See Table 10-50.100.050.A for maximum allowances	N/A	25 feet from the top of the Sign	Permitted in compliance with Division 10-50.070 Outdoor Lighting Standards	N/A
Changeable Copy	No more than 20% of overall Sign area and included in the total allowable Sign area for either Building Mounted or Freestanding Signs	N/A	Apply either Building Mounted or Freestanding Sign standards	Permitted in compliance with Division 10-50.070 Outdoor Lighting Standards	N/A
Driveway	Three square feet per Sign face and exempt from the total allowable Sign area	N/A	8 feet for Building Mounted Signs and 3 feet for Freestanding Signs	Internal illumination only	One Sign per driveway or drive thru lane
Directory	Signs not visible from the public Right-of-Way are limited to 16 square feet and exempt from the total allowable sign area, Signs visible from the public Right-of-Way shall be counted towards the total allowable Sign area	N/A	12 feet for Building Mounted Signs and 6 feet for Freestanding Signs	Permitted in compliance with Division 10-50.070 Outdoor Lighting Standards	One Sign permitted per Development Site
Freestanding	See Table 10-50.100.050.A for maximum allowances	N/A	See Table 10-50.100.050.A	Permitted in compliance with Division 10-	One Freestanding Sign is

**Table 10-50.100.050.B
Permanent Sign Standards**

Sign Type	Max Area	Min Height	Max Height	Illumination	Max # of signs
				50.070 Outdoor Lighting Standards	permitted per Frontage line under 500 feet, If a Frontage line is equal to or exceeds 500 feet a maximum of one Type A Sign and one Type B Sign is permitted separated by a minimum of a 150 feet
Projecting and/or Suspended	16 square feet, Signs under 4 square feet are not included in the total allowable Building Mounted Sign area	8 feet from bottom of Sign to nearest sidewalk	25 feet from the top of the Sign	Permitted in compliance with Division 10-50.070 Outdoor Lighting Standards	One sign per business
Roof Mounted	See Table 10-50.100.060.A for maximum allowances. Included in the total allowable Building Mounted Sign area	N/A	25 feet from the top of the Sign	Permitted in compliance with Division 10-50.070 Outdoor Lighting Standards	One of each Sign per business
Window	All Signs shall not exceed 40% of the area of the window on or within which they are displayed, Permanent Signs are included in the total allowable sign area for Building Mounted Signs, Open Signs are limited to a maximum of 2 square feet and do not require a Sign Permit	N/A	No higher than first story windows	Neon, or LED simulated Neon illumination only, Fixed copy or display only	N/A

(1)a. Awning or Canopy Sign.

(a1) Awning or Canopy Signs are not permitted in residential zones.

(b2) ~~The standards provided in Table 10-50.100.060.B, Standards for Awning Signs, shall apply.~~ Sign width shall not be greater than 80% of the width of the awning or canopy face or valance on which it is displayed.

(3) If a canopy is placed on multiple storefronts, each business is granted signage no greater than 80% of the store width or tenant space directly adjacent to the canopy or awning.

(4) The awning may not project above the roofline of the Building.

(5) Encroachment permit required for awnings projecting over public Right-of-Way.

~~Table 10-50.100.060.B: Standards for Awning Signs~~

	Standard	Other Requirements
Sign Area (Copy, including logo)	1 sq. ft. of sign area per lineal foot of awning width. Included in the total allowable sign area for building mounted signs.	
Mounting Height	Max. 25 feet for ground floor awnings.	
	Min. of 8 feet from the bottom of the awning to the nearest grade or sidewalk.	
Sign Placement	Only above the doors and windows of the ground floor of a building.	
	An awning shall not project above, below or beyond the edges of the face of the building wall or architectural element on which it is located.	
	Displayed only on the vertical surface of an awning.	
	Sign width shall not be greater than 60% of the width of the awning face or valance on which it is displayed. ¹	

Table 10-50.100.060.B: Standards for Awning Signs

	Standard	Other Requirements
Valance Height	Max. 6 inches.	
Setback from Back of Curb	Min. 18 inches.	
Illumination	Not permitted.	
Permitting	Sign permit is required.	

End Notes

¹If an awning is placed on multiple store fronts, each business is permitted signage no greater than 60 percent of the store width or tenant space.

Figure 10-50.100.060A050A

Awning Sign

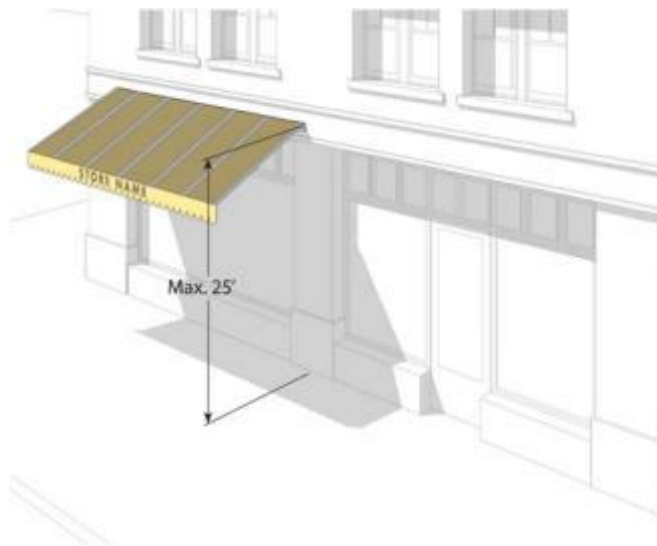
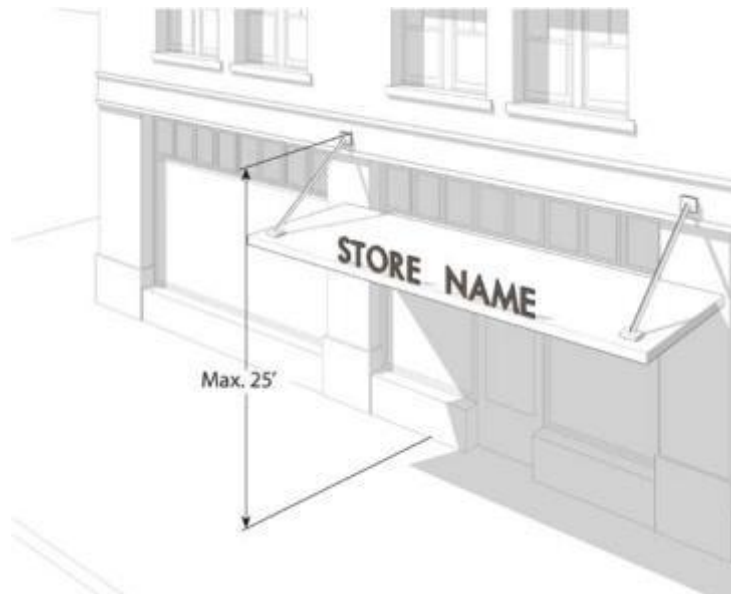


Figure 10-50.100.050B

Canopy Sign



(2)b. Building Mounted Sign.

(a1) ~~The standards provided in Table 10-50.100.060.C, Standards for Building Mounted Signs, shall apply to building mounted signs in all zones where allowed by Table 10-50.100.060.A, Standards for Permanent Signs by Use. Building Mounted Signs may not face an adjacent residentially zoned property.~~

(2) The width of the Sign shall not be greater than 80% of the width of the Building element on which it is displayed.

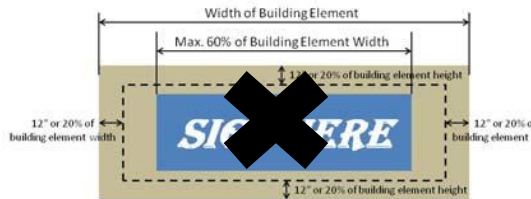
(3) Service Island Canopy signage is required to meet the standards for Building Mounted Signs.

(4) Increases in allowable Sign area granted under Section 10-50.100.070, Sign Design Incentives shall not be greater than 50% of the largest area permitted for Building Mounted Signs in Table 10-50.100.050.A, Standards for Permanent Signs by Use.

Table 10-50.100.060.C: Standards for Building Mounted Signs

	Standard
Sign Area	See this section and Table 10-50.100.060.A (Standards for Permanent Signs by Use).
Mounting Height	See Table 10-50.100.060.A (Standards for Permanent Signs by Use).

Sign Placement



The total sign area for signs on single-tenant or multi-tenant buildings may be placed on any building elevation, subject to the following standards:

(1) At least 1 sign shall be associated with the building entry zone⁴ (may be wall mounted, projecting, awning, etc.);

(12) No sign shall face an adjacent adjoining residentially zoned property;

(3) Signs shall be placed at least 12 inches or 20% of the width of the building element on which they are mounted, whichever is less, from the sides of the building element;

(24) The width of the sign shall be not greater than 80 % 60% of the width of the building element on which it is displayed;

(5) Signs shall be placed at least 12 inches or 20% of the height of the building element on which they are mounted, whichever is less, from the top and bottom edge of the building element.

If vertically placed on a mansard roof, structural supports shall be minimized, and secondary supports (angle irons, guy wires, braces) shall be enclosed/hidden from view.

Table 10-50.100.060.C: Standards for Building Mounted Signs

	Standard
Total Allowable Sign Area	Max. sign area for businesses with multiple frontages, and for all building elevations on a single stand-alone business is 200 sq. ft., subject to the provisions of this section, including Sections 10-50.100.070 and 10-50.100.080.
2 or More Businesses Served by a Single Common Entrance	Considered 1 business sign for sign computation purposes; max. of 1.5 sq. ft. for each linear foot of building frontage of the entrance.
Sign for Non-Customer Service Entry	Max. 1 nonilluminated building mounted sign; max. 6 sq. ft. in area; must be located adjacent to the entry.
Illumination	Permitted — See Section 10-50.100.050(C); except for single-family residences and duplexes.
Permitting	Sign permit is required, except for single-family residences and duplexes.
Special Provisions	
Single Business with 1 Frontage — Increased Sign Area	Additional sign area is permitted if the owner forgoes display of a freestanding sign permitted for the site, to a max. of 1.5 sq. ft. per linear foot of building frontage, to a max. sign area of 100 sq. ft. ^{2,3}
Corner Sign Area Incentive	Additional sign area is permitted for a sign mounted on the corner of a building and associated with a primary corner entrance; determined by adding 50% of the allowed sign area for the primary building frontage and 50% of the allowed sign area for the auxiliary building frontage (included in the total allowable sign area for building mounted signs).

Table 10-50.100.060.C: Standards for Building Mounted Signs

	Standard
Single Business with 2 or More Frontages – Increased Sign Area	Additional sign area is permitted for one or both building mounted signs if the owner forgoes display of one or both freestanding signs permitted for the site, to a max. of 1.5 sq. ft. per linear foot of building frontage along each street where no freestanding sign will be displayed, up to a max. sign area of 100 sq. ft. per building frontage. ^{2,3}
Additional Increases in Sign Area	Additional sign area may be sought under Section 10-50.100.080, Sign Design Performance Standards.
Painted Wall Signs	<p>Painted wall signs are permitted on any exterior building wall of an individual tenant space or building.</p> <hr/> <p>Painted wall signs shall be included in the total allowable area for building mounted signs.</p> <hr/> <p>The allowable area for a painted wall sign shall be increased by 10%. Shall be professionally painted.</p> <hr/> <p>Nonilluminated or externally illuminated with down directed, fully shielded fixtures only.</p>

End Notes

¹Building entries in this context do not include service entries or separate doors for lodging rooms.

²Requests to use this provision are reviewed under the normal sign permit application procedure, in accordance with Section 10-20.40.120, Sign Permit – Permanent Signs.

³A release of rights to a freestanding sign for the duration of use of a larger building mounted sign is required with a sign permit, evidenced by a recordable form of acceptance signed by the property owner.

Figure 10-50.100.060B.050C

Standards for Building Mounted Signs



~~(3) Canopy Sign.~~

~~(a) Canopy signs are not permitted in residential zones.~~

~~(b) The standards provided in Table 10-50.100.060.D, Standards for Canopy Signs, shall apply.~~

Table 10-50.100.060.D: Standards for Canopy Signs

	Standard	Other Requirements
Sign Area — (Copy, including logo)	1 sq. ft. of sign area per lineal foot of canopy width.	Included in the total allowable sign area for building mounted signs.
Mounting Height	Max. 25 feet for ground floor canopies. Min. of 8 feet from the bottom of the canopy to the nearest grade or sidewalk.	
Sign Placement	Only above the doors and windows of the ground floor of a building. A canopy shall not project beyond the edges of the face of the building wall or architectural element on which it is located.	

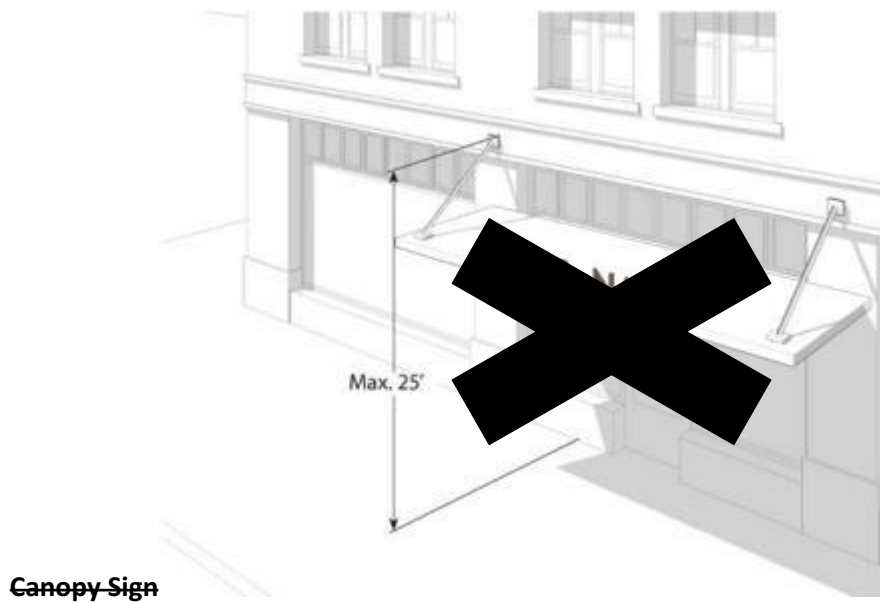
Table 10-50.100.060.D: Standards for Canopy Signs

	Standard	Other Requirements
	Shall not extend horizontally a distance greater than 60% of the width of the canopy on which it is displayed. ¹	
Setback from Back of Curb	Min. 18 inches	-
Illumination	Internal illumination only for the letters or logos mounted on a canopy. May also be nonilluminated.	
Permitting	Sign permit is required.	

End Notes

¹If a canopy is placed on multiple store fronts, each business is permitted signage no greater than 60 percent of the store width or tenant space.

Figure 10-50.100.060C



(4)c. Changeable Copy Sign. ~~The standards provided in Table 10-50.100.060.E, Standards for Changeable Copy Signs, shall apply.~~

(1) Permitted only as an integral part of a Building Mounted Sign or a Freestanding Sign.

(2) Hotel and Motel Room Rate Signs. Signs for hotels and motels that post room rates on an outdoor advertising Sign shall comply with the requirements of Chapter 3-04, Motels and Hotels.

Table 10-50.100.060.E: Standards for Changeable Copy Signs

-	Standard
Sign Area	Max of 20% of the sign area (does not apply to signs required by law) Changeable copy sign area is included in the total allowable sign area.
Sign Placement	Permitted only as an integral part of a building mounted sign or a freestanding sign.
Background Color and Illumination	Illumination permitted – See Section 10-50.100.050(C), Sign Illumination, except that a white, off-white, or cream background is permitted when less than 20% of the maximum allowed sign area.
Permitting	Sign permit is required.

Figure 10-50.100.060D050D

Changeable Copy Sign



(5)d. Driveway Signs.

(a1) ~~Driveway signs are exempted from the total allowable sign area permitted for each use.~~ **Driveway Signs may be double sided.**

(b2) ~~The standards provided in Table 10-50.100.060.F, Standards for Driveway Signs, shall apply.~~ **A minimum 5-foot setback is required from all street Frontage lines unless incorporated into a permitted fence/wall Structure.**

(3) **Driveway Signs shall be maintained in areas that are free and clear of weeds and debris.**

~~Table 10-50.100.060.F: Standards for Driveway Signs~~

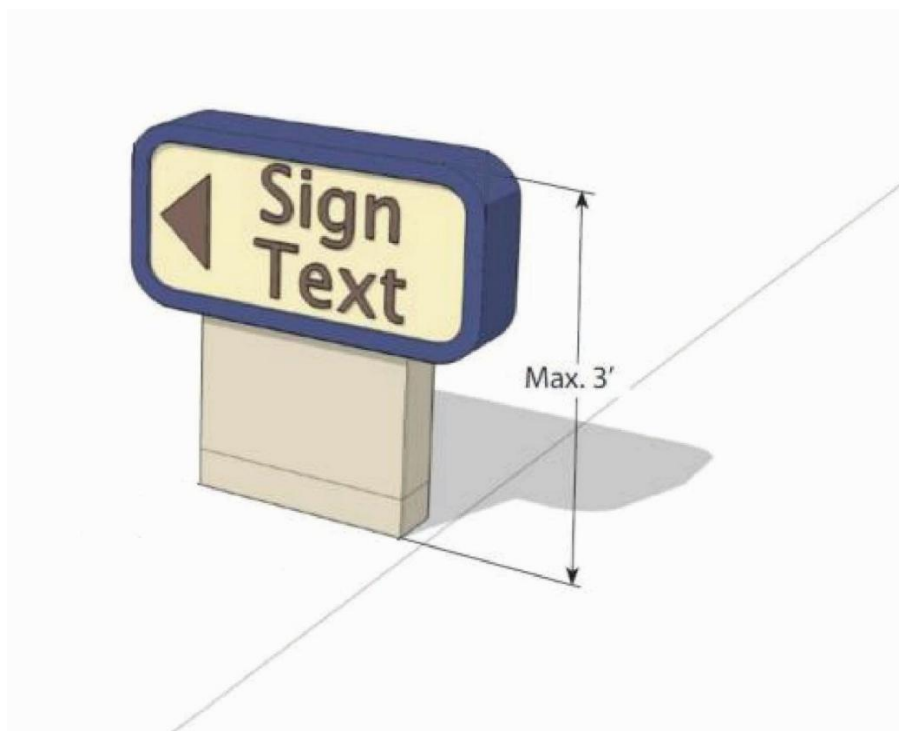
	Standard	Other Requirements
-		

Table 10-50.100.060.F: Standards for Driveway Signs

	Standard	Other Requirements
Sign Area	3 sq. ft. per face.	May be double-sided.
Mounting Height – Building Mounted Sign	Max. 8 feet from grade.	Flat against a wall of the building.
Mounting Height – Freestanding Sign	Max. 3 feet from grade.	
Number of Signs	Max. 1 at each driveway or drive-through lane.	
Illumination	Internal illumination only.	May also be nonilluminated.
Permitting	Sign permit is required.	

Figure 10-50.100.060.E050E

Driveway Sign

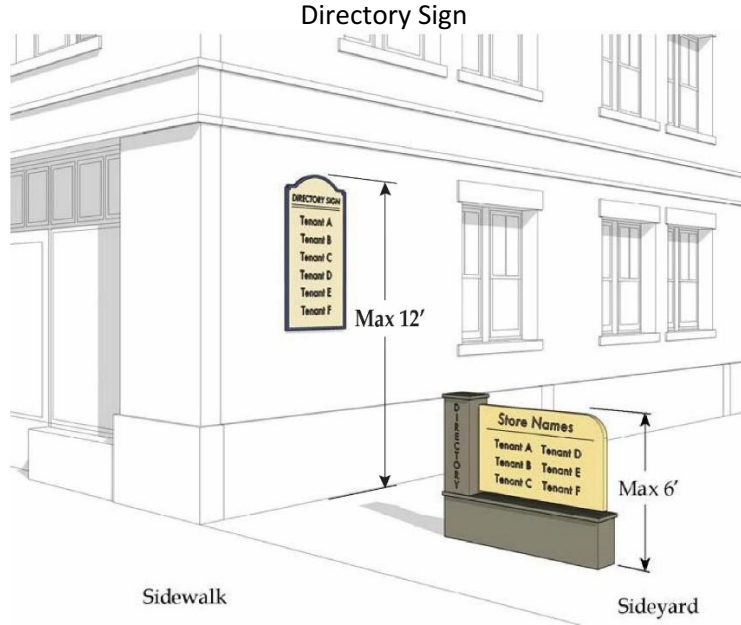


~~(6)e.~~ Directory Sign. ~~The standards provided in Table 10-50.100.060.G, Standards for Directory Signs, shall apply.~~

(1) Directory Signs shall be pedestrian oriented Signs associated with the Building Entry Zone of a multi-tenant Building.

Table 10-50.100.060.G: Standards for Directory Signs		
-	Standard	Other Requirements
Sign Area	Signs ≤ 16 sq. ft. and not visible from the public right-of-way are not included in the total allowable sign area.	Signs > 16 sq. ft. in area or visible from the public right-of-way are counted in the total allowable sign area.
Mounting Height	Max. 12 feet.	
Freestanding Sign Height	Max. 6 feet.	
Sign Placement	Building mounted preferred; may be mounted on a low profile freestanding sign structure.	Shall be associated with the building entry zone of the businesses within a multi-tenant development, and/or within pedestrian-oriented open spaces.
Illumination	Nonilluminated, internally illuminated, or indirectly illuminated. See Section 10-50.100.050(C).	
Permitting	Sign permit is required.	

Figure 10-50.100.060F050E



(7)f. Freestanding Signs.

(a1) The number and type of **f**Freestanding **s**Signs allowed for single and multiple tenant uses are derived from the use, zone, location, and length of **d**Development **s**Site **f**Frontage as outlined in this section and Table 10-50.100.060050.A., Standards for Permanent Signs by Use.

(b2) Sign types are classified as “Type A” and “Type B” based on street designations established and mapped in the General Plan. These classifications are used to determine the number of signs allowed on a **d**Development **s**Site and their permitted size and height. Type A **s**Signs are allowed on street **f**Frontages longer than 100 feet on major arterials, while Type B **s**Signs are allowed on street **f**Frontages less than 100 feet on minor arterials or smaller street types.

(c3) A **f**Freestanding **s**Sign may consist of more than one **s**Sign panel provided all such **s**Sign panels are consolidated into one common integrated **s**Sign structure. In the event a **s**Sign is installed that does not utilize the maximum **s**Sign area permitted, any supplemental additions shall comply with, and be compatible with, the existing **s**Sign structure.

~~(d4) The standards provided in Table 10-50.100.060.H, Standards for Freestanding Signs, shall apply. A minimum 5-foot setback from all Frontage lines is required unless the Sign is incorporated into a permitted fence/wall Structure. A minimum 15-foot setback is required from interior side property lines.~~

~~(5) Freestanding Signs may not be placed on Frontage lines adjacent to Interstate Highways.~~

~~(6) On a Development Site where more than one Freestanding Sign is permitted, Signs are not transferable in whole or in part, from one street Frontage to another.~~

~~(7) Freestanding Signs shall be maintained in areas that are free and clear of weeds and debris.~~

~~(8) Increases in allowable Sign area granted under Section 10-50.100.070, Sign Design Incentives, shall not be greater than 50% of the largest area permitted for Freestanding Signs in Table 10-50.100.050.A, Standards for Permanent Signs by Use.~~

Table 10-50.100.060.H: Standards for Freestanding Signs		
Standard		
Sign Area	See Table 10-50.100.060.A, Standards for Permanent Signs by Use.	
Sign Height	See Table 10-50.100.060.A, Standards for Permanent Signs by Use.	
	Elements to enhance the design of a sign structure may extend above the sign to a max. of 20% of the sign's allowed height, or 12 inches, whichever is greater.	
Number and Type of Signs	Determined by the length of the development site frontage line.^{1,3}	
Street Type²	Major Arterials	Minor Arterials or Other Streets
Frontage line of ≤100 ft.	Max. 1 Type B Sign.	Max. 1 Type B Sign.
Frontage line >100 ft. but <500 ft.²	Max. 1 Type A Sign.	Max 1 Type B Sign.

Table 10-50.100.060.H.: Standards for Freestanding Signs

Frontage line \geq500 ft.²	Max. 1 Type A Sign and Max. 1 Type B Sign, but the combined area of the Type A and Type B signs shall not exceed the maximum area permitted in Table 10-50.100.060.A.³
	Must be separated by min. 150 ft. measured on the street frontage line.
Special Provisions	Standard
Sign Width	<p>The sign base must be a min. of 60% of the width of the sign cabinet or face.</p> <p>A freestanding sign may be mounted on 2 or more posts with a min. diameter/dimension of 8" if the sign complies with standards of Section 10-50.100.060.A Sign Design Performance Standards.</p>
Sign Placement	<p>Freestanding signs may only be placed on the street frontage line on which the sign is authorized in accordance with this section and Table 10-50.100.060.A, Standards for Permanent Signs by Use, and not interstate highways.</p> <p>On a development site where more than 1 freestanding sign is permitted, signs are not transferable in whole or in part, from 1 street frontage to another.</p> <p>Flag lot sites with frontage on a public street are permitted 1 sign on the frontage providing primary access to the site.</p>
Name of Shopping Center or Development Site	The name of a shopping center or development site is exempt from the area and height limits for freestanding signs; it may have a max. height of 2 feet and be no wider than the width of the sign.
Setbacks	<p>Min. of 5 feet from the street side property line.</p> <p>Min. of 15 feet from any interior side lot line.</p> <p>Min. of 30 feet from any residential district or use.</p>

Table 10-50.100.060.H.: Standards for Freestanding Signs

<p>Single- or Multi-Tenant Development Site with Corner Location – Increased Sign Area^{1,2}</p>	<p>When only 1 freestanding sign is proposed where 2 are permitted, the allowable sign face area may be increased to a max. of 35% over the largest freestanding sign permitted in Table 10-50.100.060.A, Standards for Permanent Signs by Use.</p>
	<p>A sign located at a corner is permitted in compliance with <i>Engineering Standards, Section 13-10-006-0002, Intersection Sight Triangles, Clear View Zones.</i></p>
<p>Additional Increases in Sign Area</p>	<p>Increases in allowable sign area granted under Section 10-50.100.080, Sign Design Performance Standards, shall not be greater than 50% of the largest area permitted for freestanding signs in Table 10-50.100.060.A, Standards for Permanent Signs by Use.</p>
<p>Post Sign</p>	<p>Max. 1 post sign per frontage.</p> <p>Sign permit is required unless the post sign advertises property or a portion of the property for sale, rent or lease, in which case no sign permit is required and the sign area will be included in the allowable area for portable signs. See Table 10-50.100.090-A.</p>
<p>Landscaping</p>	<p>A landscaped area consisting of shrubs and/or perennial ground cover plants with a max. spacing of 3 feet on center is required around the base of all freestanding signs. The landscape area must be minimum of 2.5 sq. ft. for each 1 sq. ft. of sign area.</p> <p>Where appropriate, trees required under Division 10-50.60, Landscaping Standards, shall be planted in a manner to frame or accent the sign.</p>
<p>Illumination</p>	<p>Permitted – See Section 10-50.100.050(C); except for single-family residences and duplexes.</p>
<p>Permitting</p>	<p>Sign permit is required, except for single-family residences and duplexes.</p>

Table 10-50.100.060.H.: Standards for Freestanding Signs

End Notes

¹For development sites with frontage on more than one street, the signage for each street shall be determined by the length of each individual frontage line of the site.

²For multi-tenant buildings, developments sites, or shopping centers only, the frontage line length standard is reduced from 500 feet to 400 feet.

³Refer to Section 10-20.60.110, Nonconforming Signs, if an existing nonconforming sign is present.

⁴A sign permit issued under this provision requires a release of rights to additional freestanding signs for the duration of use of the single larger sign, evidenced by a recordable form of acceptance signed by the property owner.

Figure 10-50.100.060G050F

Freestanding Sign



Figure 10-50.100.060G.050G

Landscape Wall Sign



(8) Interpretative Sign. The standards provided in Table 10-50.100.060.I, Standards for Interpretative Signs, shall apply.

Table 10-50.100.060.I: Standards for Interpretative Signs

	Standard	Other Requirements
Sign Area	-	Not included in the total allowable sign area for freestanding signs.
Low-profile sign	Max. 6 sq. ft.	
High-profile sign	Max. 12 sq. ft.	Max. of 3 high-profile signs may be combined as 1 sign panel.
Height	-	-
Low-profile sign	Max. 3 feet from grade.	
High-profile sign	Max. 7 feet from grade.	
Sign Characteristics	Pedestrian scaled and oriented. Context sensitive design. Shall not include advertising for any facility or organization.	

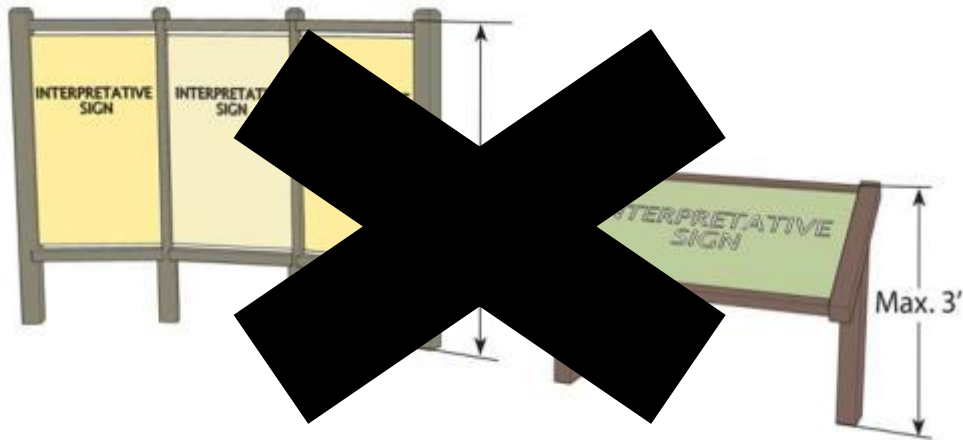
~~Table 10-50.100.060.I: Standards for Interpretative Signs~~

	Standard	Other Requirements
		Shall not direct a reader to another sight, event, or subject.
Number of Signs	No limit.	
Illumination	Not permitted.	
Permitting	Sign permit is required.¹	
End Notes		

¹~~Interpretative signs for environmental purposes shall be submitted for content review by the Open Spaces Commission and interpretative signs for heritage, cultural, or historic purposes shall be submitted for content review by the Heritage Preservation Commission prior to staff review.~~

~~Figure 10-50.100.060H~~

~~High-Profile and Low-Profile Interpretative Sign~~



~~(9) Landscape Wall Sign. The standards provided in Table 10-50.100.060.J, Standards for Landscape Wall Signs, shall apply.~~

Table 10-50.100.060.J: Standards for Landscape Wall Signs

	Standard	
Sign Area	Nonresidential Use in Commercial or Industrial Zone	Max. 24 sq. ft.
-	Single-family Subdivision, Multi-family Developments, or Manufactured Home Parks	Max. 24 sq. ft.
-	Master Planned Communities	Max. 36 sq. ft.
-	Institutional Uses in All Zones	Max. 32 sq. ft.
-	Landscape Wall Signs are included in the total allowable sign area for building mounted signs. May also be considered a freestanding sign, e.g., when used as a subdivision entry sign.	-
Height of Landscape Wall	Max. 5 feet from grade.	
Mounting Height	The sign copy shall be a min. of 6 inches below the top of the wall and 12 inches above ground level. Signs shall not project above or beyond the top or sides of the landscape wall.	
Number of Signs	Multiple signs are permitted to a maximum of 24 sq. ft., and sign(s) shall not cover more than 40% of the landscape wall's background area.	
Sign Placement	Perimeter/screen walls and all signs located at a corner shall comply with <i>Engineering Standards, Section 10-06-020, Intersection Sight Triangles, Clear View Zones</i>, unless the wall on which the sign is located is less than 30 inches in height.	
Illumination	Permitted – See Section 10-50.100.050(C).	
Permitting	Sign permit is required.	

Figure 10-50.100.060I



Landscape Wall Sign

(10)g. Projecting **and/or Suspended** Sign. ~~The standards provided in Table 10-50.100.060.K, Standards for Projecting Signs, shall apply.~~

(1) Projecting Signs shall not extend more than 4 feet from the wall of a Building.

(2) Suspended Signs shall extend beyond the edge of the Building Façade or overhang on which it is placed.

Table 10-50.100.060.K: Standards for Projecting Signs

	Standard
Sign Area	Max. 16 sq. ft. (included in the total allowable sign area for building mounted sign area).
Mounting Height	Min. of 8 feet from the bottom of the sign to the nearest grade or sidewalk.
Number of Signs	Max. 1 per business.
Maximum Projection	Shall extend a max. of 4 feet from the building.
Illumination	Nonilluminated or externally illuminated with down directed, fully shielded fixtures only.

Table 10-50.100.060.K: Standards for Projecting Signs

	Standard
Permitting	Sign permit is required.

Figure 10-50.100.060.J050H
Projecting Sign



~~(1)h.~~ Roof Mounted Sign. ~~The standards provided in Table 10-50.100.060.L, Standards for Roof Mounted Signs, shall apply.~~

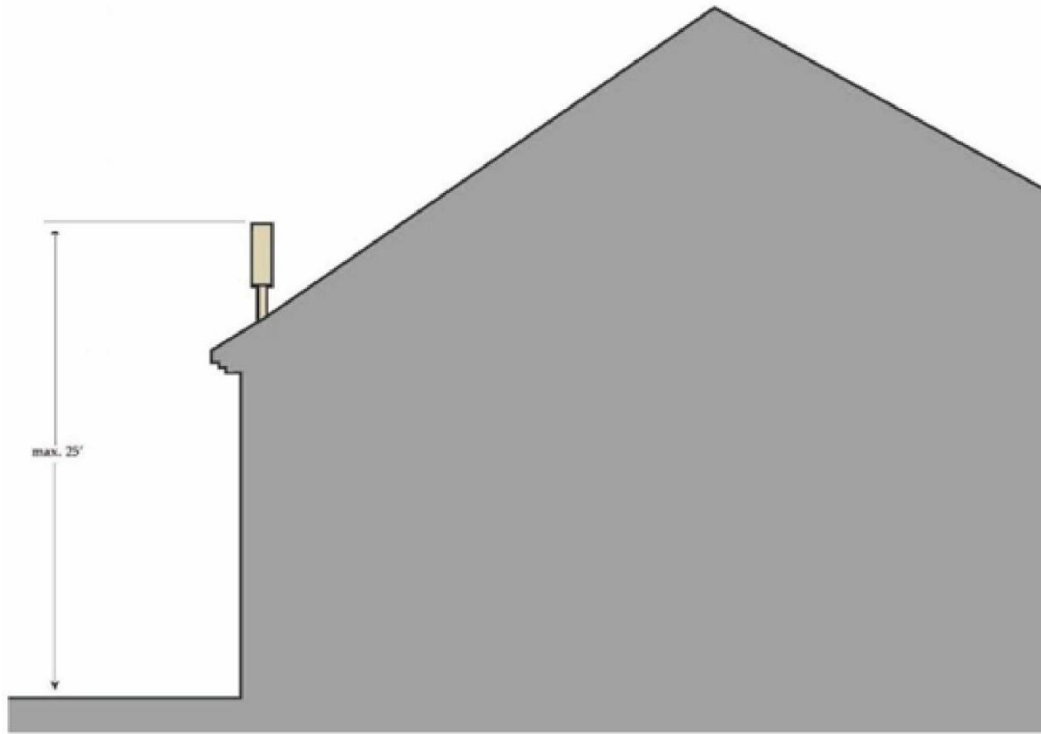
- (1) Roof Mounted Signs are only permitted on slope roofed Buildings.
- (2) Roof Mounted Signs shall not project above the roof peak.
- (3) Roof Mounted Sign structural supports shall be minimized.

Table 10-50.100.060.L: Standards for Roof Mounted Signs

-	Standard	Other Requirements
Sign Area	See Table 10-50.100.060.A, Standards for Permanent Signs by Use.	Such signs are included in the total allowable sign area for building mounted signs.
Mounting Height	Max. 25 feet from grade.	
Number of Signs	See Table 10-50.100.060.A, Standards for Permanent Signs by Use.	
Sign Placement	Permitted on sloped roof buildings only where no walls exist to accommodate a building mounted sign. Only on the lowest 1/3 of the slope of the roof, such that the sign does not project above the roof peak or break the silhouette of the building as viewed from the front of the sign face.	
Installation	Roof mounted signs shall be installed so that the structural supports of the sign are minimized. Angle irons, guy wires, braces or other secondary supports shall appear to be an integral part of the roof or roof sign.	
Illumination	Permitted – See Section 10-50.100.050(C).	
Permitting	Sign permit is required.	

Figure 10-50.100.060K050J

Roof Mounted Sign



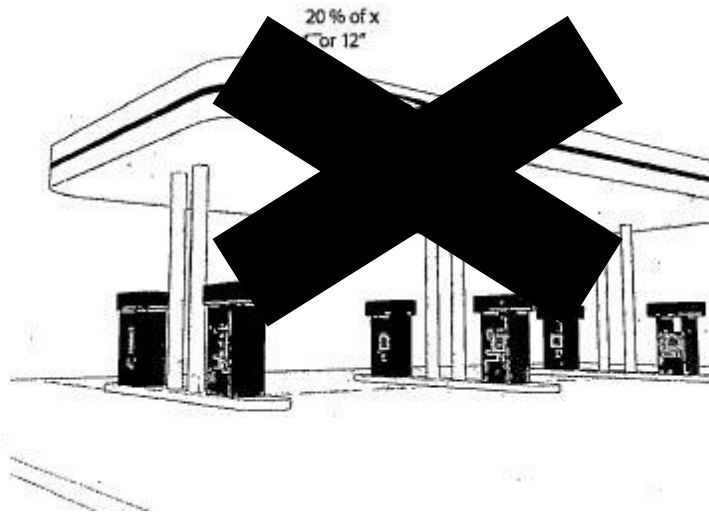
(12) — Service Island Canopy Sign. The standards provided in Table 10-50.100.060.M, Standards for Service Island Canopy Signs, shall apply.

Table 10-50.100.060.M: Standards for Service Island Canopy Signs

	Standard
Sign Area	Included in the total allowable building mounted sign area — See Table 10-50.100.060.C.
Illumination	Permitted — See Section 10-50.100.050(C).
Permitting	Sign permit is required.

Figure 10-50.100.060L

Service Island Canopy Sign

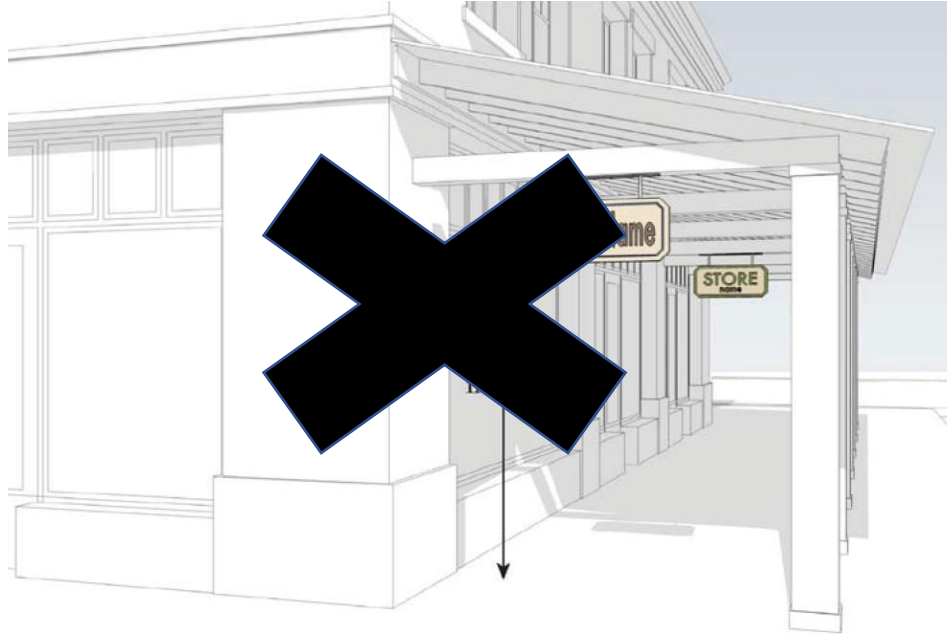


~~(13) Suspended Sign. The standards provided in Table 10-50.100.060.N, Standards for Suspended Signs, shall apply.~~

Table 10-50.100.060.N: Standards for Suspended Signs

	Standard	Other Requirements
Sign Area	Signs ≤ 4 sq. ft. are not included in the total allowable sign area for building mounted sign area.	Signs > 4 sq. ft. in area are included in the total allowable building mounted sign area.
Sign Placement	On or immediately adjacent to the business the sign identifies.	Min. of 8 feet from the bottom of the sign to nearest grade/sidewalk. Sign shall not extend beyond the edge of the building facade or overhang on which it is placed.
Number of Signs	Max. 1.	
Illumination	Permitted — See Section 10-50.100.050(C).	
Permitting	Sign permit is required.	

Figure 10-50.100.060M



Suspended Sign

(14)i. Window Sign. ~~The standards provided in Table 10-50.100.060.O, Standards for Permanent Window Signs, shall apply.~~

(1) Window Signs shall be mounted on the interior side of the window.

~~Table 10-50.100.060.O: Standards for Permanent Window Signs~~

-	Standard	Other Requirements
Sign Area	Combined area of temporary and permanent window signs shall not exceed 40% of the area of the window on or within which they are displayed.	Signs constructed of perforated vinyl or painted on the window shall be included as part of the 40% area calculation. Permanent window signs are included in the total allowable sign area for building mounted signs.
Sign Placement	No higher than first story windows.	Inside mounting required.

Table 10-50.100.060.O: Standards for Permanent Window Signs

	Standard	Other Requirements
Illumination	Neon illumination only.	Fixed copy or display only – no flashing, blinking, or moving text or images are permitted.
Permitting	Sign permit is required.	
Open Signs	Max. 2 sq. ft. Max. 1 per business.	Excluded from the total allowable building mounted sign area. No sign permit required.

Figure 10-50.100.060.N.050K

Window Sign



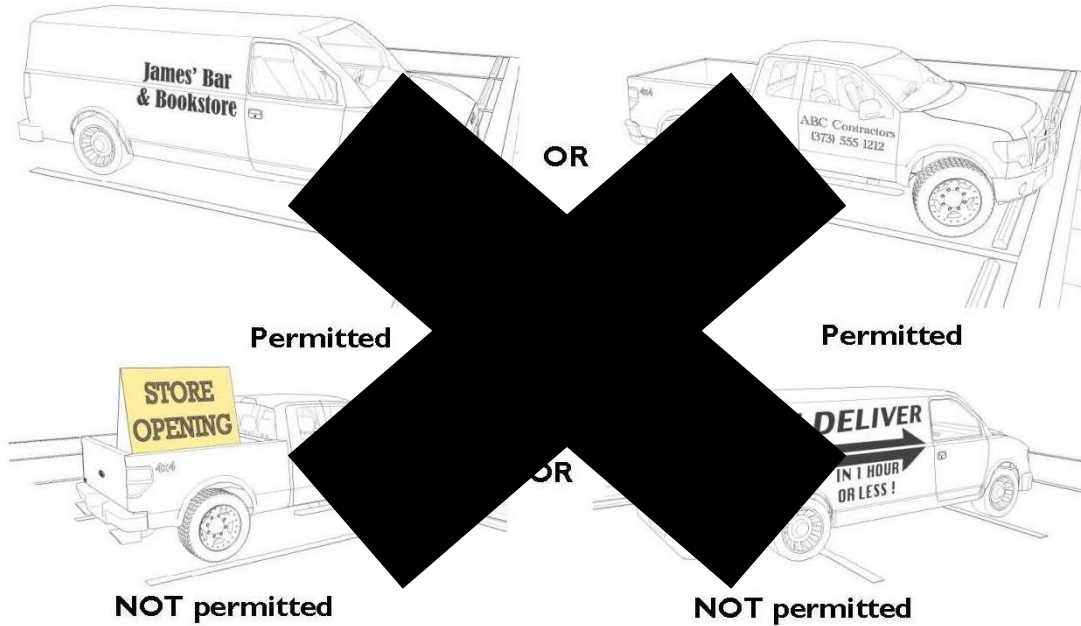
~~(15) Vehicle Signs. The standards provided in Table 10-50.100.060.P., Standards for Vehicle Signs, shall apply.~~

Table 10-50.100.060.P.: Standards for Vehicle Signs

-	Standard	Other Requirements
Vehicle Signs		
Vehicle Sign	<p>May be:</p> <p>(1) Permanently painted or wrapped on the surface of a vehicle;</p> <p>(2) Adhesive vinyl film affixed to a window; or</p> <p>(3) Magnetically attached to a vehicle.</p>	<p>May only indicate the name of the business and owner.</p>
Vehicle Use	<p>The vehicle must be regularly and consistently used in the normal daily conduct of the business, e.g., used for delivering or transporting goods or providing services related to the business.</p> <p>Vehicle shall be operable and properly licensed.</p> <p>When not in use the vehicle shall be parked in a lawful manner on the business property so as not to be visible from the public right-of-way, or if this is not possible, as far from the public right-of-way as possible.</p> <p>The intent of these regulations is to prohibit the use of vehicle signs as billboards or permanent freestanding signs.</p>	

Figure 10-50.100.060.O.

Signs on Vehicles Used for Business Purposes



10-50.100.070060 Comprehensive Sign Programs

A. Purpose.

1. The purpose of this section is to provide a **voluntary** process to respond to special signage needs. ~~for proposed or existing multi-family residential and nonresidential uses, as well as to provide for sign design incentives that promote superior sign design, materials and methods of installation.~~

2. A comprehensive sign program provides ~~nonresidential and multi-family residential uses~~ **with** flexibility to develop innovative, creative, and effective signage ~~and~~ to improve the aesthetics of the **development City**. ~~This program also provides an alternative to minimum standard signage subject to sign design performance standards.~~ **Sign design incentives may be utilized to promote enhanced design, materials, and methods of installation.**

B. Applicability.

1. Comprehensive sign programs ~~apply to~~ **may only be used for mixed-use developments, multi-tenant buildings, shopping centers, and master planned communities.** ~~proposed or existing nonresidential and multi-family residential uses as follows:~~

~~1.—A comprehensive sign program is required for:~~

~~a.—All proposed nonresidential single-tenant, multi-tenant, or multi-story developments, and residential master planned communities; and~~

~~b.—Existing nonresidential multi-tenant uses, when:~~

~~(1)—A building addition and/or an increase of use is proposed in terms of gross floor area, seating capacity, or other units of measurement indicating an intensification of use of 25 percent or more; or~~

~~(2)—An exterior structural remodeling of the building facade is proposed which affects signage.~~

~~2.—A comprehensive sign program may voluntarily be developed and maintained by the owner, applicant, or representative of any new or existing nonresidential and multi-family residential use, when the owner, applicant or representative seeks allowed adjustments under Section 10-50.100.080, Sign Design Performance Standards. Any adjustments authorized under a comprehensive sign program using the sign design performance standards apply to all building mounted signs and freestanding signs within the boundaries of the subject site.~~

C. Review.

1. ~~Applications for a~~ **A** comprehensive sign program **shall require the submittal of a Sign Permit in accordance with Section 10-20.40.120 Sign Permit – Permanent Signs and is subject to the comprehensive sign program fee.,** ~~including a comprehensive sign program that utilizes the sign design performance standards provided in Section 10-50.100.080, Sign Design Performance Standards, shall be reviewed by the Director.~~

2. All comprehensive sign program submittals shall be reviewed for compliance with the requirements of this division, and the Director shall either approve, conditionally approve, or deny the **Sign Permit for the** proposed comprehensive sign program. ~~Following approval by the Director, a copy of the approved comprehensive sign program will be made available to the~~

~~applicant.~~ Individual ~~s~~Signs for multi-tenant developments included within the approved comprehensive sign program are subject to the issuance of separate ~~s~~Sign ~~p~~Permits in compliance with this division. ~~A comprehensive sign program for a single tenant development requires only one sign permit.~~

~~3. The Planning Commission shall review all comprehensive sign programs that request an increase in allowable sign height and area beyond the limits established in Section 10-50.100.080, Sign Design Performance Standards, for freestanding and building-mounted signs for multi-tenant buildings and shopping centers.~~

D. Supplemental Provisions.

1. **Minor** Modifications, **as determined by the Director**, to an approved comprehensive sign program may be requested in compliance with the procedures set forth in this section **and subject to a standard Sign Permit fee.**
2. No ~~s~~Sign identified in this section may be placed upon real property without the consent of the real property owner(s), who shall either sign and submit the application for a comprehensive sign program or designate in writing an authorized representative.
3. A comprehensive sign program may be implemented in phases.

E. Submittal Requirements. A complete application for comprehensive sign program review and approval ~~is required following, or in conjunction with, the approval of the required site plan for the development, and prior to issuance of a building permit. The application shall be signed by the property owner(s), and/or their authorized agent(s), if appropriate, of the property covered by the comprehensive sign program, and~~ shall include the following:

1. An accurate site plan of the overall development, including all ~~p~~Parcels included within the multi-tenant development or master planned community, at a scale as determined by the Director;
2. The location(s) and sizes of existing and proposed ~~b~~Buildings, parking lots, driveways, streets and landscaped areas of the development;
3. The size, location, height, color, lighting source, and orientation of all proposed ~~s~~Signs for the development, with a computation of ~~s~~Signs area for each ~~s~~Signs type;

4. A complete set of **sSigns** standards, including but not limited to style, colors, type(s), placement, letter size, and number of **sSigns**, and **sSign** material(s);
5. A narrative description of the development to demonstrate that the sign program meets the required ~~findings and/or~~ sign design standards;
6. A nonrefundable ~~sign permit~~ fee as provided in Appendix 2, Planning Fee Schedule; ~~and~~
7. Any other information ~~as~~ deemed necessary **by the Director; and to meet the findings noted above.**

8. The application shall be signed by the property owner(s), or their authorized agent(s).

F. Individual Signs Authorized by an Approved Comprehensive Sign Program. Sign ~~pPermits, which must be maintained in compliance with Section 10-20.40.120, Sign Permit – Permanent Signs,~~ are required for individual **sSigns** ~~authorized by an approved comprehensive sign program, provided:~~

- ~~1. The signs and~~ comply with all applicable conditions of the approved comprehensive sign program;
- ~~2. Sign permit applications are submitted within a time period specified as part of the conditions of the content or review of the comprehensive sign program, where applicable; and~~
- ~~3. Sign permit applications are submitted prior to any subsequent amendment to this division which is more restrictive than provisions existing when the comprehensive sign program was approved.~~

10-50.100.080070 Sign Design **Performance Standards Incentives**

A. Sign Design Elements. Increases in the allowable area and/or height of certain types of **sSigns** may be approved to encourage **enhanced design of pPermanent sSigns subject to the provisions below.** ~~with design features that are preferred by the City and the community at large.~~

The ~~preferred enhanced~~ design features detailed below shall apply to both **fFreestanding and bBuilding mMounted sSigns** subject to the limitations in subsection (B) of this section. These design features are in addition to the base maximum area and height limitations in Table 10-50.100.060050.A, Standards for Permanent Signs by Use. ~~In addition, all signs located in multi-tenant centers are required to comply with the center's comprehensive sign program, if such a plan has been approved by the City.~~ **These**

incentives do not apply to individual Sign Permits within an approved comprehensive sign programs unless permitted within that development's comprehensive sign program.

1. Raised Letter Signs. This standard encourages the use of individual lettered business and logo design, ~~or where appropriate, signs containing copy, logo and/or decorative embellishments in relief on the face of the sign.~~ Such improved ~~s~~Sign design enhances the readability of ~~s~~Sign ~~e~~Copy. ~~and projects a positive image of the business or use.~~ A ~~s~~Sign area and/or height increase as established in Table 10-50.100.080070.A, Percentage Increases for Design Features Used, may be approved for ~~s~~Sign designs that display either:

- a. Pan channel letters without raceways, or internal/indirect illuminated halo channel letters on an unlit or otherwise indistinguishable background on a ~~f~~Freestanding ~~s~~Sign or ~~b~~Building wall; or
- b. ~~Where appropriate, carved~~ ~~s~~Signs with a three-dimensional textured surface that is integral to its design, ~~such as extensively carved, routed and/or sandblasted signs containing the business name and/or logo.~~

Figure 10-50.100.080070A

Raised Letter Sign



Figure 10-50.100.080070B

Carved Sign



2. Simplified Letter and/or Logo Copy. The purpose of this standard is to encourage easily recognizable business identification while simplifying the appearance of the City streetscape. **To meet this standard, a business may only include text in one font in addition to their logo.** A sign area and/or height increase, as established in Table 10-50.100.080070.A, Percentage Increases for Design Features Used, may be approved for the signs utilizing this design standard.

3. **Freestanding Sign Structure Materials.** **A sign area and/or height increase as established in Table 10-50.100.070.A, Percentage Increases for Design Features Used, may be approved for signs that** ~~This standard encourages the use of native or natural materials in a minimum of 75 percent of the construction of sign support structures, resulting in improved and innovative sign design and an improved image of the business or development to which it refers. A sign area and/or height increase as established in Table 10-50.100.080.A, Percentage Increases for Design Features Used, may be approved for the sign designs in which a minimum of 75 percent of the sign structure and face are constructed of~~ **Approved** native or natural materials, **including include:** malpais rock, flagstone, river rock, redwood, cedar, treated pine, used brick, and/or unpainted or unfinished nonreflective metals.

Figure 10-50.100.08070C

Sign Structure Materials



4. **Freestanding** Sign Structure Which Blends with the Development Site. **A Sign area and/or height increase as established in Table 10-50.100.070.A, Percentage Increases for Design Features Used, may be approved for Sign designs that integrate major architectural elements or details of the Development Site into the Building Facade for a Building Mounted Sign, or the support structure for a Freestanding Sign. This standard encourages the incorporation of a sign and sign structure into a major element of a building facade or significant landscape feature, resulting in the creation of a unique image for the development or premises on which it is located. A sign area and/or height increase as established in Table 10-50.100.080.A, Percentage Increases for Design Features Used, may be approved for the sign designs that integrate major architectural elements or details of the development site into the building facade for a building mounted sign, or the support structure for a freestanding sign.**

Figure 10-50.100.08070D

Sign Structure which Blends with Development Site



5. Freestanding Signs of Reduced Height. This standard encourages the reduction of **allowed** overall height for **Freestanding Sign**, as established in **Table 10-50.100.060.H, Standards for Freestanding Signs, while maintaining sign and site compatibility and improving the image of the business or development**. See Table 10-50.100.08070.A, Percentage Increases for Design Features Used, for percentage increases allowed.

Table 10-50.100.08070.A: Percentage Increases for Design Features Used

Single Tenant Use	Freestanding Sign		Building Mounted Sign	
	Area Increase	Height Increase	Area Increase	Height Increase
1. Raised Letter	15%	10%	10%	5%
2. Simplified Letter and/or Logo Copy	15%	10%	10% ¹	5%
3. Freestanding Sign Structure Materials	15%	15%	N/A 10%	N/A 5%
4. Freestanding Sign Structure Which Blends with Development Site	15%	15%	N/A 10%	N/A 5%

Table 10-50.100.089070.A: Percentage Increases for Design Features Used

Single Tenant Use	Freestanding Sign		Building Mounted Sign	
	Area Increase	Height Increase	Area Increase	Height Increase
5. Freestanding Signs of Reduced Height	15% area increase for each 1 foot in height reduction below the maximum allowed		N/A	
Multi-Tenant Use				
1. Raised Letter	15%	10%	10%	5%
2. Simplified Letter and/or Logo Copy ²	15%	20%	N/A	
3. Freestanding Sign Structure Materials	15%	15%	N/A 10%	N/A 5%
4. Freestanding Sign Structure Which Blends with Development Site	15%	15%	N/A 10%	N/A 5%
5. Freestanding Signs of Reduced Height	15% area increase for each 1 foot in height reduction		N/A	

End Notes

¹Also applies to individual occupancy within a multi-tenant **Building**, development, or shopping center.

²Applies to multi-tenant **Building**, development or shopping center.

B. Cumulative Adjustments. Where more than one feature listed in subsection (A) of this section is proposed, the adjustment allowed for each individual feature is cumulative. **The maximum cumulative increase for both Building Mounted and Freestanding Sign Area shall not be greater than 50% of the largest area permitted in Table 10-50.100.050.A, Standards for Permanent Signs by Use. Such sign area and/or height adjustment is measured and based upon the permitted sign area and height for the applicable site as determined in Section 10-50.100.060, Permanent Signs. Cumulative adjustments**

for sign area and sign height for freestanding and building mounted signs are provided in Table 10-50.100.080.B, Cumulative Adjustments.

Table 10-50.100.080.B: Cumulative Adjustments				
# of Features Used	Freestanding Signs		Building Mounted Sign	
	Area	Height	Area	Height
2	30%	20-30% ¹	20%	10%
3	45%	35-40% ¹	30%	15%
4	60%	50%	40%	20%
Standard #5 w/Standards 1-4	Not to exceed 75% of original max. permitted sign area		N/A	N/A
Cumulative Maximum Sign Area Increase Allowed	50%	50%	50%	20%

End Notes

¹This percentage varies depending on which design features listed in Table 10-50.100.080.A are utilized.

10-50.100.090 10-50.100.080 Portable **and/or Temporary** Signs

A. Purpose. ~~The Council finds that the proliferation of portable signs is a distraction to the traveling public and creates aesthetic blight and litter that threatens the public health, safety, and welfare.~~ The purpose of these regulations is to ensure that portable **and temporary** signs do not create a distraction to the traveling public by eliminating the aesthetic blight and litter caused by portable **and temporary** signs.

B. General to All. Portable **and/or Temporary** signs must comply with the following:

1. **Portable Signs do not require a Sign Permit. Temporary** wall banners require a permit. See Section 10-20.40.130, Sign Permits – Wall Banners.

~~2. There is no limitation on the length of time that a portable sign may be displayed except for wall banners (see Table 10-50.100.090.B, Standards for Specific Portable Sign Types).~~

~~3.2.~~ Portable **and/or Temporary** Signs must not be placed on or affixed to any City property, including City ~~R~~Rights-of-~~w~~Way, except as specifically authorized in connection with a special event permitted under Chapter 8-12, Special Events.

~~4.3.~~ Portable **and/or Temporary** Signs shall not be placed in the clear view zone at street intersections or driveways (refer to Section 10-50.100.~~050(F)~~**040(H)**, Sign Placement at Intersection).

C. Standards for Portable **and/or Temporary** Signs. Portable **and/or Temporary** Signs placed on private property are allowed ~~in all zones in compliance~~ with the following standards:

1. Portable and/or Temporary Signs shall not create a hazard for pedestrian or vehicular traffic and shall not be placed on a sidewalk or pedestrian pathway.

2. Portable and/or Temporary Signs may not include any form of illumination, animation, reflective material, or attachments.

~~13.~~ Time, Place, and Manner Restrictions for Portable **and/or Temporary** Signs on Private Property. Portable **and/or Temporary** Signs on private property shall comply with the standards provided in Table 10-50.100.~~090~~**080**.A, Standards for All Portable **and Temporary** Signs on Private Property.

Table 10-50.100.080.A Standards for All Portable and Temporary Signs on Private Property					
Sign Type	Max Area	Max Height	Location/ Placement	Max #	Time Limitation
A-frame or Upright	12 square feet per Sign, No more than 24 square feet per business or 48 square feet per Multi-Tenant Building	4 feet above grade	Only permitted in non-residential zones	No more than 4 Signs	N/A
Feather, Flag or Vertical Banner	12 square feet per Sign,	8 feet above grade	Only permitted in non-residential zones, Secure	No more than 4 Signs	N/A

Table 10-50.100.080.A Standards for All Portable and Temporary Signs on Private Property					
Sign Type	Max Area	Max Height	Location/ Placement	Max #	Time Limitation
	No more than 24 square feet per business or 48 square feet per Multi-Tenant Building		attachment to mounting pole required		
Yard	4 square feet per sign, No more than 16 square feet in residential zones, In non-residential zones, no more than 24 square feet per business or 48 square feet per Multi-Tenant Building	3 feet above grade	Permitted in any zoning district, Must be installed securely in the ground	No more than 4 Signs	N/A
Wall Banner	24 square feet per Sign, Not included in the total Sign area for other Portable Signs	25 feet above grade	Only permitted in non-residential zones, May only be mounted on a Building wall or support Structure.	One Sign allowed per business	30 days per calendar year, Shall not be used as permanent signage
Window	See Table 10-50.100.050.B. Not included in the total Sign area for other Portable Signs.	No higher than first story windows	N/A	N/A	30 days per calendar year, Shall not be used as permanent signage

Table 10-50.100.090.A: Standards for All Portable Signs on Private Property
Standard
Applicable to All Zones

Table 10-50.100.090.A: Standards for All Portable Signs on Private Property

Standard	
Placement	<p>Shall not create a hazard for pedestrian or vehicular traffic.</p> <hr/> <p>Shall not be placed on a sidewalk or pedestrian pathway.</p>
Height and Width	<p>Refer to Table 10-50.100.090.B for height and width standards for individual portable signs.</p>
Prohibited Elements	<p>Any form of illumination, including flashing, blinking, or rotating lights.</p> <hr/> <p>Animation.</p> <hr/> <p>Reflective materials.</p> <hr/> <p>Attachments, including, but not limited to, any balloons, ribbons, loudspeakers, etc.</p>
Design and Construction	<p>Professionally crafted.</p> <hr/> <p>Of sufficient weight and durability to withstand wind gusts, storms, etc.</p>
Commercial, Industrial, and Other Nonresidential Zones	
Period of Use	<p>No limitation, except for wall banners. Refer to Table 10-50.100.090.B.</p>
Area of All Portable Signs at Any One Time	<p>Max. 24 sq. ft. per business; excludes the area of temporary window signs and wall banner signs.</p> <hr/> <p>Exception: In the Flagstaff Central District, max. 12 sq. ft. per business; excludes the area of temporary window signs and wall banner signs. Refer to Section 10-50.100.100(A).</p>
Number of Signs	<p>Unlimited except that the total sign area of all portable signs must not exceed 24 sq. ft. per business.</p> <hr/> <p>Exception: Multi-tenant shopping centers or offices – Max. 2 portable signs per 150 linear feet of property frontage not to exceed 24 sq. ft. combined.</p>
Permitting	<p>Sign permit is not required, except for wall banner signs.</p>

Table 10-50.100.090.A: Standards for All Portable Signs on Private Property

Standard	
All Residential Zones	
Period of Use	No limitation.
Area of All Portable Signs at Any One Time	Max 16 sq. ft. per lot or parcel.
Number of Signs	Unlimited except that the total sign area of all portable signs shall not exceed 16 sq. ft.
Permitting	Sign permit is not required.

2. Types of Portable Signs. Portable signs shall comply with the standards provided in Table 10-50.100.090.B, Standards for Specific Portable Sign Types.

Table 10-50.100.090.B: Standards for Specific Portable Sign Types

Portable Sign Type ¹	Standard			Other Requirements
	Height (Max.)	Width (Max.)	Area (Max.)	
A-Frame or Upright Sign	4' from grade	3'	12 sq. ft.	Only permitted in nonresidential zones.
Feather or Vertical Banner	8' from grade	2'	12 sq. ft.	Secure attachment to mounting pole required. Only permitted in nonresidential zones.
Yard Sign	3'	2'	4 sq. ft.	Installed securely in the ground.
Wall Banner	-	-	24 sq. ft.	May only be mounted on a building wall or on T-posts or stakes installed ≤ 6" from a wall on which the wall banner would be hung.

Table 10-50.100.090.B: Standards for Specific Portable Sign Types

Standard	Other Requirements
	<p>Mounting height – max. 25 feet from grade to the top of the wall banner.</p> <hr/> <p>Only permitted in nonresidential zones.</p> <hr/> <p>May only be displayed for 30 days per calendar year and shall not be used as permanent signs.</p> <hr/> <p>Not included in the total sign area for all portable signs.</p> <hr/> <p>Wall banner sign permit required.</p>
<p>Window Sign - - Refer to End Note²</p>	<p>Placed no higher than first story windows.</p> <hr/> <p>Inside mounting required.</p> <hr/> <p>Not included in the total sign area for all portable signs.</p>
<p>Number of Signs</p>	<p>See Table 10-50.100.090.A.</p>

End Notes

¹~~Other portable sign types may be allowed (e.g., fuel pump topper signs, wraps around waste receptacles, or balloon bobbers) provided the maximum area limitation for all portable signs is not exceeded.~~

²~~The area of temporary and permanent window signs combined (including signs constructed of perforated vinyl or painted on the window) shall not exceed 40% of the area of the window on or within which they are displayed.~~

3D. Standards for Temporary Civic and Nonprofit Event Signs on City Approved Sign Support Structures.

a1. Purpose. The City has installed banner sign support structures at certain locations within the community where banners advertising events organized and implemented by **civil civic** and nonprofit organizations, and events for which a special event permit has been approved by the Recreation Services Section, may be placed. ~~The purpose of these banner sign support structures is to provide a convenient, highly visible and safe location to display such banners, in order to minimize their proliferation within the community, which causes visual blight.~~

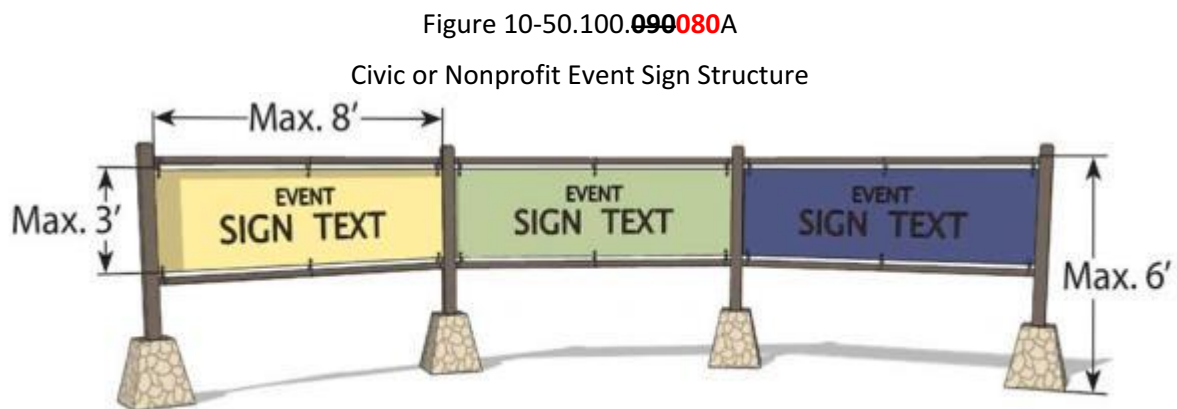
b2. Standards. Signs may be installed on City approved sign support structures in compliance with the standards provided in Table 10-50.100.090080.C, Standards for Signs on City-Approved Sign Support Structures.

Table 10-50.100.090080.C: Standards for Signs on City-Approved Sign Support Structures

Number of Events	No more than 3 events per organization per year may be advertised on City-approved sign support structures.
Period of Use	Max. 7 days before an event.
Sign Placement	Only at approved locations (see subsection (CD) (3)(c) of this section).
Sign Size and Area	Max. 3 feet by 8 feet; max. 24 sq. ft.
Banner Details	Grommets shall be placed at each of the corners of the banner for secure attachment to the support structure.
	Banners shall not have brand identification, such as “Sponsored by XYZ Corporation,” or a product brand across the face of the banner as a background.
	Logos for sponsors of the event or the banner shall be limited to max. 20% of the area of the banner.
Number of Signs	1 sign for each event per support structure, to a max. of 3 sign support structures.
Removal	Within 1 day after the event.
Illumination	Not permitted.

Permitting No sign permit required – a reservation is needed for placement of a banner on a support structure. See Section 10-50.100.090(~~C~~D)(3)(~~C~~E).

e3. An application may be submitted to the Director for the placement of up to three banners on City-approved sign support structures (illustrated in Figure 10-50.100.090A080A) for the purpose of promoting a forthcoming civic or nonprofit event, a City Recreation Services event, or an event for which a special event permit has been approved by the Recreation Services Section. Placement on these structures is reserved on a first come, first served basis up to three months in advance of the event. ~~The City map that shows the locations of the sign support structures is available on the City website.~~



4E. Standards for Sign Walkers. To promote pedestrian and traffic safety, ~~s~~Sign ~~w~~Walkers are subject to the following time, place and manner restrictions:

- a1.** Sign ~~w~~Walkers are not permitted in any of the following locations:
 - ~~(1)~~**a.** Within 10 feet of a street or driveway intersection measured from the back of the curb or edge of pavement if no curb exists;
 - ~~(2)~~**b.** In parking aisles or stalls;
 - ~~(3)~~**c.** In driving lanes; or
 - ~~(4)~~**d.** On fences, walls, boulders, planters, other signs, vehicles, utility facilities or any other structure.
- b2.** Sign ~~w~~Walkers may not interfere with traffic or block pedestrians or bicyclists.

- e3. Sign ~~w~~Walkers advertising for a business are only permitted to advertise during the business's hours of operation.
- d4. Sign ~~w~~Walker ~~s~~Signs shall not exceed eight square feet in area or eight feet in height when held.
- e5. Sign ~~w~~Walker ~~s~~Signs that include the following are prohibited:
 - (1)a. Any form of illumination, including flashing, blinking, or rotating lights;
 - (2)b. Animation on the ~~s~~Sign itself.
- f6. Spinning, waving, throwing the ~~s~~Sign in the air or any other such erratic movement intended to attract attention is prohibited.
- g7. Sign ~~w~~Walkers are not required to get a ~~s~~Signs ~~p~~Permit.

10-50.100.100090 Sign Districts of Special Designation

A. Flagstaff Central District.

1. Purpose. ~~The additional sign regulations provided in this section for the~~ **The** Flagstaff Central District Area of Special Designation **Sign regulations** are intended to recognize, preserve, and promote the inherent and unique qualities of Flagstaff's historic downtown area. ~~of the City which is an integral part of the City's economic stability and growth. The area designated as the Flagstaff Central District encompasses those areas of the City characterized by narrow streets, smaller lots and lot frontages, and buildings representative of the early development of Flagstaff.~~
2. Applicability.
 - a. The Flagstaff Central District is bounded by Columbus Avenue/Switzer Canyon Drive to the north, Butler Avenue to the south, Park Street to the west, and Elden Street to the east. The Flagstaff Central District is mapped in Division 10-90.30: Overlay Maps, Section 10-90.30.040, Flagstaff Central District Map.
 - b. The standards provided in this section shall be applied in addition to the standards and requirements otherwise established in this division.

~~3. Permits. All applications for sign permits for signs to be located in the Flagstaff Central District shall follow the sign permitting requirements and procedures established in Section 10-20.40.120, Sign Permit – Permanent Signs, except that signs to be located in the Flagstaff Central District shall also be reviewed for approval by the Historic Preservation Officer.~~

43. Findings for Signs Proposed in the Central District. Signs proposed in the Flagstaff Central District shall be reviewed and approved based on application of the following findings to ensure that **s**Signs are:

a. Representative of the character of the surrounding district and adjacent architecture, as well as of the **b**Building on which they appear, when considered in terms of scale, color, materials, lighting levels, and adjoining uses;

~~b. In proper scale to, and expressive of, the business or activity for which they are displayed;~~

e b. Innovative in the use of **tThree dimensional **in** form.** (i.e., **t**Letters, logos, or other **s**Sign elements shall have a minimum relief of **.5 inches unless the Sign is painted directly on the Building. the lesser of one percent of the longest sign dimension or 1.5 inches**), **profile, and iconographic representation;**

~~d. Employed with exceptional lighting design;~~

~~e. Employed with exceptional graphic design, including the outstanding use of color, pattern, typography, and materials; and~~

~~f. Made of high quality and durable materials appropriate to an urban setting.~~

Figure 10-50.100.100**090**.A.

Local Examples of Signs Appropriately Designed for the Flagstaff Central District



54. Standards for Specific Sign Types. Signs within the Flagstaff Central District shall comply with the standards and requirements otherwise established in this division as well as the **following** standards **provided below and in Table 10-50.100.090.A., Sign Standards in Flagstaff Central District:**

~~a. Building Mounted Signs. Building mounted signs provide simple business identification. The standards provided in Table 10-50.100.100.A., Standards for Building Mounted Signs in Flagstaff Central District, shall apply.~~

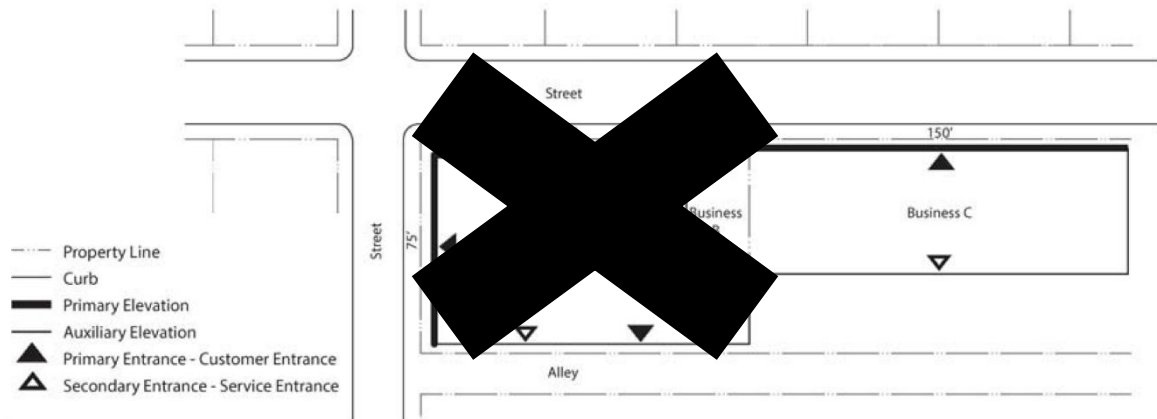
Table 10-50.100.100.A.: Standards for Building Mounted Signs in Flagstaff Central District	
Standard	Allowance
Total Sign Area for a Multi- and Single-Tenant Building	<p>The greater of:</p> <p>(1) The number of building entries¹ + 1 sign X 30 sq. ft. (e.g. if a building has 6 entries the Total Sign Area = 6 + 1 X 30 = 210 sq. ft.); or</p> <p>(2) 100-sq. ft. max.</p>
Individual Sign Area for Each Business in a Multi-Tenant Building	<p>The lesser of:</p> <p>(1) 1 sq. ft. to 1 linear ft. of the width of the business space served by an entrance²; or</p>

Table 10-50.100.100.A.: Standards for Building Mounted Signs in Flagstaff Central District

Standard	Allowance
	(2) 100-sq. ft. max.
Number of Signs	Number of building entries ¹ + 1.
Sign Placement	<p>(1) No higher than the lesser of either:</p> <ul style="list-style-type: none"> - (a) The second story sill level; - (b) On or above the expression line of any building; - (c) Not above any visible roofing material on the building element; or - (d) Max. 25 feet. <p>(2) At least 1 sign shall be associated with the building entry zone (may be wall mounted, projecting, awning, etc.)</p> <p>(3) Sign copy on awnings is only permitted on first story windows.</p> <p>(4) Where multiple businesses use a common entrance, a common sign shall be placed adjacent to the sidewalk level building entry³.</p>
Painted Building Mounted Signs	<p>(1) Shall comply with Table 10-50.100.060.C.</p> <p>(2) The requirement for three dimensional form required in the Findings for Signs Proposed in the Central District shall not apply.</p>
Illumination	See Section 10-50.100.050.C.
Permitting	Sign permit is required.
End Notes	
<p>1. Building entries in this context do not include service entries or separate doors for lodging rooms. A series of doors grouped together shall be considered one building entry.</p>	
<p>2. Where a building has multiple frontages (i.e., a corner building), the shortest frontage shall apply.</p>	

Table 10-50.100.100.A.: Standards for Building Mounted Signs in Flagstaff Central District

Standard	Allowance
<p>3. Two or more businesses served by a common entrance are considered one business for sign computation purposes.</p>	



Business A:

~~Max. Total Bldg. Sign Area is $(3+1) \times 30 = 120$ sf~~

~~Max. Area for Sign 1 is $100 \times 1 = 100$ sf~~

~~Max. Area for Sign 2 is $75 \times 1 = 75$ sf~~

~~Max. Area for Sign 3 is $125 \times 1 = 125$ sf (100 sf max.)~~

~~Since the sum of these exceeds 120 sf, one or more sign sizes must be reduced.~~

~~Max. No. of signs is $3+1 = 4$~~

Business B:

~~Max. Total Bldg. Sign Area is $(1+1) \times 30 = 60$ sf~~

~~Allowed = 100 sf~~

~~Max. Ind. Sign Area is $25 \times 1 = 25$ sf~~

~~Max. No. of signs is $1+1 = 2$~~

Business C:

~~Max. Total Bldg. Sign Area is $(1+1) \times 30 = 60$ sf~~

~~Allowed = 100 sf~~

~~Max. Ind. Sign Area is 150x1= 150 sf~~

~~Max. No. of signs is 1+1=2~~

~~Figure 10-50.100.100.B.~~

~~Total Sign Area for the Building and Individual Sign Area for Each Business~~

Table 10-50.100.090.A. Sign Standards in Flagstaff Central District					
Sign Type	Max Area	Min Height	Max Height	Illumination	Max #
Building Mounted - Single Tenant	The lesser of one square foot to one linear foot of building frontage or 100 square feet	Eight feet from the bottom of the sign for any signs protruding more than six inches from the wall	No higher than second story sill level, on or above the expression line of the building, or 25 feet	Permitted in compliance with Division 10 -50.070 Outdoor Lighting Standards	N/A
Building Mounted - Multi-Tenant	Tenants without direct exterior entrances shall be limited to 15 square feet per tenant, Additionally, each tenant store front is allowed one square foot to one linear foot of the width of the business space served by an entrance up to a maximum of 100 square feet per storefront	Eight feet from the bottom of the sign for any signs protruding more than six inches from the wall	No higher than second story sill level, on or above the expression line of the building, or 25 feet	Permitted in compliance with Division 10 -50.070 Outdoor Lighting Standards	N/A
Building Identification	Maximum 20% of total allowable Sign area	8 feet from the bottom of the sign for any Signs protruding more than six	No higher than second story sill level, on or above the expression line of the building, or 25 feet	Permitted in compliance with Division 10 -50.070 Outdoor Lighting Standards	One Sign per Building

		inches from the wall			
Low-Profile & Suspended Freestanding	Max 24 square feet for single tenant Signs, Max 32 square feet for multi-tenant Signs, Max 18 square feet for freestanding suspended Signs.	N/A	Max six feet for low profile single tenant Signs, Max eight feet for low profile multi-tenant Signs Max ten feet to top of sign pole for freestanding suspended Signs	Externally illuminated only. Permitted in compliance with Division 10 -50.070 Outdoor Lighting Standards	One Sign per Lot or Parcel

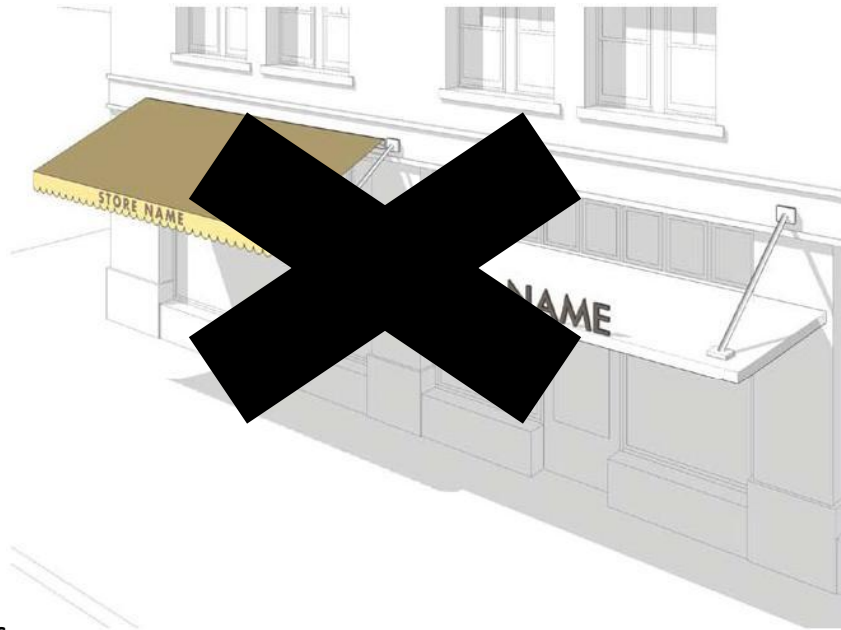
a. Building Mounted Signs.

(1) Signs painted directly on the building when the wall surface already has been painted in a uniform manner are permitted. Signs proposed for previously unpainted rock or brick are not permitted, and ~~heritage signs~~ **Individual Signs of Historic or Cultural Significance** shall not be defaced or obscured.

(2) Awning and Canopy Signs. Awning ~~s~~Signs used to enhance a storefront or canopy ~~s~~Signs used to accent building entries may be used in lieu of projecting ~~s~~Signs, and may be used in coordination with flush ~~b~~Building ~~m~~Mounted ~~s~~Signs. ~~Such signs are subject to the provisions in Section 10-50.100.060.C.4.b.(1) and (3).~~

(3) Roof Mounted Signs are not permitted in the Flagstaff Central District.

~~Figure 10-50.100.100C~~



Awning and Canopy Signs

~~(3) Building Identification Sign. The standards provided in Table 10-50.100.100.B, Standards for Building Identification Signs, shall apply.~~

Table 10-50.100.100.B: Standards for Building Identification Signs in the Flagstaff Central District

	Standard	Other Requirements
Sign Area	Signs ≤ 12 sq. ft. are not included in the total allowable sign area.	Signs > 12 sq. ft. are included in the total allowable area for building mounted signs.
Mounting Height	No limitation – shall not project above the roof peak or break the silhouette of the building.	
Sign Placement	Shall be placed above, or in relation to, the primary entrance to the building.	
Illumination	Not permitted.	
Permitting	Sign permit is required.	

Figure 10-50.100.100D



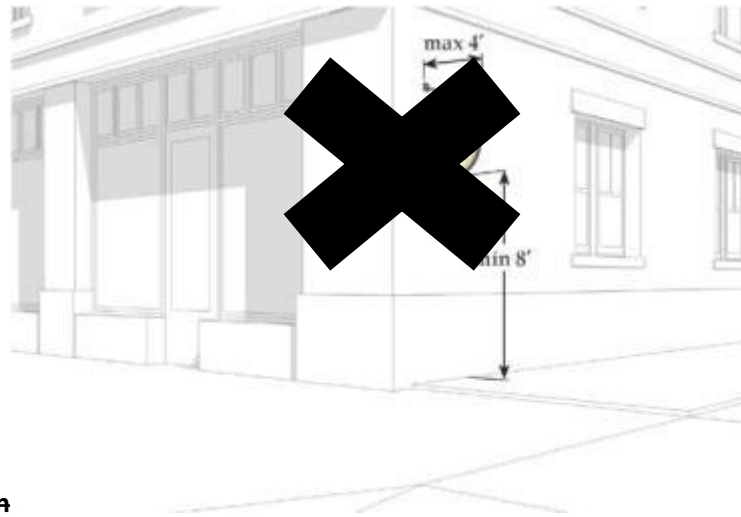
Building Identification Sign

~~(4) Projecting Signs. The standards provided in Table 10-50.100.100.C, Standards for Projecting Signs in the Flagstaff Central District, shall apply.~~

~~Table 10-50.100.100.C: Standards for Projecting Signs in the Flagstaff Central District~~

	Standard
Sign Area	Max. 16 sq. ft. (included in the total allowable sign area for building mounted signs)
Mounting Height	Min. of 8 feet from the bottom of the sign to the sidewalk, and mounted perpendicular to the building face or corner of the building.
Number of Signs	Max. 1 per business.
Sign Placement	Shall extend a max. of 4 feet from the building.
Illumination	Nonilluminated or externally illuminated. Down directed, fully shielded fixtures only.
Permitting	Sign permit is required.

~~Figure 10-50.100.100E~~



Projecting Sign

b. Freestanding Signs. Two styles of **f**Freestanding **s**Signs are permitted within the Flagstaff Central District: either a low profile **f**Freestanding **s**Sign, or a freestanding suspended **s**Sign., ~~either of which may also be used as a neighborhood or district sign.~~ The standards provided in Table 10-50.100.100.090.DA, ~~Standards for Freestanding Signs in Flagstaff Central District, Sign Standards in Flagstaff Central District~~ shall apply.

(1) Freestanding Signs shall be mounted on 2 poles placed at the outmost sides of the sign face, or on a low-profile sign base.

(2) Suspended Sign structures shall consist of a vertical pole and horizontal decorative Sign support, and shall constructed of wood and metal (or other high-quality material that provides an appearance similar to wood or metal).

Table 10-50.100.100.D: Standards for Freestanding Signs in Flagstaff Central District

	Standard		Other Requirements
	Area ¹	Height	
Low Profile Freestanding Sign — Single Tenant Use	24 sq. ft.	6 feet	Shall be mounted on 2 poles placed at the outermost sides of the sign face, or on a low profile sign base.

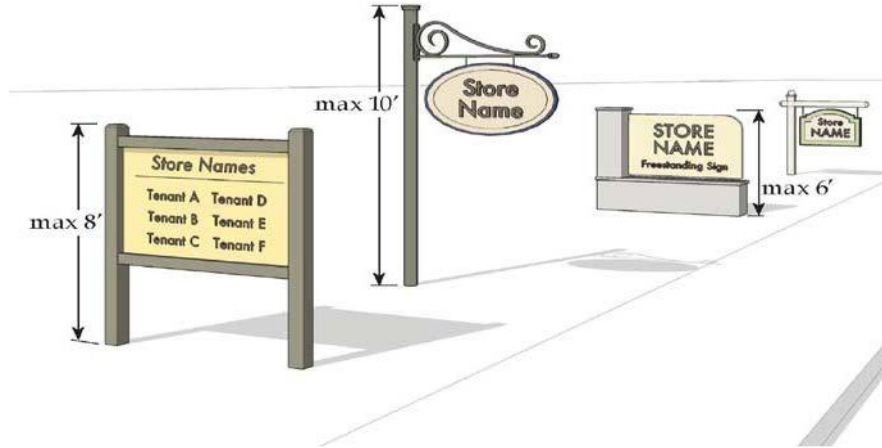
Table 10-50.100.100.D: Standards for Freestanding Signs in Flagstaff Central District

	Standard		Other Requirements
	Area ¹	Height	
Low Profile Freestanding Sign – Multiple Tenant Use	32 sq. ft.	8 feet	Shall be mounted on 2 poles placed at the outermost sides of the sign face, or on a low profile sign base.
Freestanding Suspended Sign	18 sq. ft.	10 feet to top of sign pole	Sign structure shall consist of a vertical pole and horizontal decorative sign support, and shall be constructed of wood or metal.
Number of Signs	1 sign permitted per business.		
Illumination	See Section 10-50.100.050(C).	Externally illuminated with down directed and shielded fixtures only.	
		Neighborhood or district sign shall not be illuminated.	
Permitting	Sign permit is required.		
End Note			

¹The area of a neighborhood or district sign shall not be counted against the permitted sign area applicable to the use(s) existing on the property where the neighborhood or district sign will be erected.

Figure 10-50.100.100F090B

Freestanding Sign



~~c. Temporary Signs. Temporary signs proposed within the Flagstaff Central District shall comply with the standards established in Section 10-50.100.090, Temporary Signs.~~

B. Downtown ~~Historic District~~ **Overlay Zone**.

1. Purpose. This section establishes additional ~~s~~Sign regulations for the Downtown ~~Historic District~~ **Overlay Zone**. ~~Refer to Division 10-30.30, Heritage Preservation~~ **Division 10-40.50, Overlay Zones**.

2. Applicability.

a. The Downtown ~~Historic District~~ **Overlay Zone** applies to all properties located within the T6 transect zone (refer to Section 10-40.40.100, T6 Downtown (T6) Standards) and the area bounded by the east side of Humphreys Street to the west side of Verde Street, and by the north side of Route 66 to the south side of Cherry Avenue, including portions of Flagstaff Townsite and Railroad Addition Subdivisions. The Downtown ~~Historic District~~ **Overlay Zone** is mapped on Map 10-90.30.030 (Downtown Historic District Overlay Zone Map), in Division 10-90.30 (Overlay Maps).

b. The standards provided in this section for the Downtown ~~Historic District~~ **Overlay Zone** shall be applied in addition to the standards and requirements otherwise established in this division.

3. Permits. All applications for ~~s~~Sign ~~p~~Permits ~~for signs to be~~ located in the Downtown ~~Historic District~~ **Overlay Zone** shall follow the ~~s~~Sign permitting requirements and procedures established in Section 10-20.40.120, Sign Permit – Permanent Signs, except that the Heritage Preservation

Commission or Heritage Preservation Officer shall also review the sign permit application following the procedures established in Division 10-30.30, Heritage Preservation.

4. Design Standards. Signs within the Downtown ~~Historic District~~ **Overlay Zone** shall comply with the standards and requirements ~~established in subsections (A)(4) and (A)(5)~~ of this section applicable to the Flagstaff Central District as well as the **standards identified below. The** Development Design Standards and Guidelines for this district established in the Design Handbook for Downtown Flagstaff (1997) **shall be used for clarification purposes only.**

~~5. Portable Signs. Portable signs proposed within the Downtown Historic District shall comply with the standards established in Section 10-50.100.090, Portable Signs, except as provided below:~~

a. **Cabinet Signs and Raceways are prohibited. Individual letter Signs without a raceway are permitted.**

b. **Wall Mounted Signs shall be placed to fit within the architectural features. Signs shall not be placed where they will obscure any architectural details per Section 10-50.100.040.A.7.**

c. **Sign materials shall be compatible with the Building Facade materials. Painted wood and non-reflective metal are preferred materials. Plastic should only be utilized when emulating a preferred Sign material.**

d. Feather vertical banners are prohibited in the Downtown ~~Historic District~~ **Overlay Zone.**

C. Reserved for Future Use.

D. Flagstaff Auto Park District.

1. Purpose. The purpose of the Flagstaff Auto Park District Area of Special Designation is to recognize that the interior parcels of a large commercial center should be entitled to install the same kind of business signage as the perimeter parcels, and to promote the economic vitality and commercial viability of those businesses that do not have highway ~~f~~**F**rontage.

2. Applicability.

a. The Flagstaff Auto Park District includes ~~L~~ots 1 through 13, a portion of Historic Route 66 between North Test Drive and U.S. Highway 89, and City owned property on the southeast corner of the intersection of Historic Route 66 and U.S. Highway 89 as illustrated in Figure 10-50.100.100G090C. The Flagstaff Auto Park District Area of Special Designation is not to be confused with any other district which may be designated for special consideration within the City of Flagstaff.

b. The special regulations for the Flagstaff Auto Park District apply only to an off-premises auto park identification ~~s~~Sign located on the southeast corner of the intersection of Historic Route 66 and North Highway 89 and an auto park entrance ~~s~~Sign ~~to be~~ located on Lot 8 at the northeast corner of the intersection of Test Drive and Historic Route 66. All other ~~s~~Signs proposed on all ~~L~~ots and ~~p~~arcel(s) within the Flagstaff Auto Park District shall comply with the applicable provisions of this division.

Figure 10-50.100.100G090C

Flagstaff Auto Park District



3. Permits.

a. Permits for **sS**igns in the Flagstaff Auto Park District Area of Special Designation may only be issued after a completed **sSign** **pP**ermit application (refer to Section 10-20.40.120, Sign Permit – Permanent Signs, and Section 10-20.40.130, Sign Permit – Wall Banners) has been reviewed by the Planning Director.

b. The Planning Director may approve, conditionally approve or deny a **sS**ign proposal for the off-premises auto park identification **sS**ign or an auto park entrance **sS**ign in the Flagstaff Auto Park District, and shall only approve an application that complies with the design standards established in subsection (D)(4) of this section.

4. Design Standards.

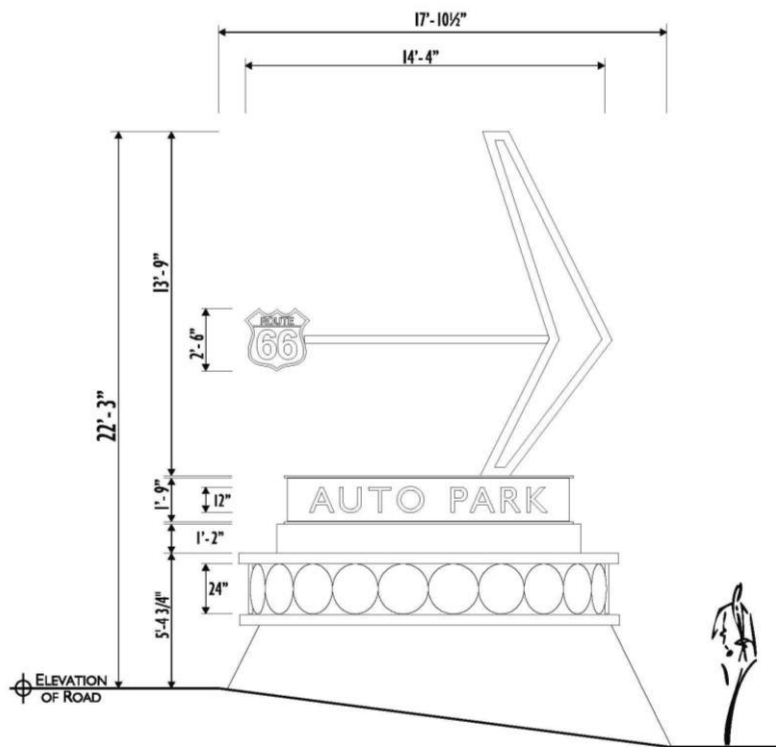
a. Primary Flagstaff Auto Park District Identification Sign. The primary Flagstaff Auto Park District identification **sS**ign shall comply with the following standards. Refer also to Figure 10-50.100.100H.090D.

- (1) Overall Sign Dimensions.

- (a) Height. The maximum overall height of the **sSign** shall be 22 feet and three inches measured from the highest finish grade at the base of the sign to the top of the **sSign**. The maximum height of the **sSign** body and base measured from the highest finish grade to the top of the **sSign** body shall be nine feet.
- (b) Diameter. The maximum diameter of the **sSign** body (i.e., where the auto dealer logos will be placed) shall be 15 feet.

Figure 10-50.100.100H090D

Primary Flagstaff Auto Park District Identification Sign



- (2) Sign Materials and Standards.
 - (a) The **sSign** base below where the auto dealer logos will be placed shall be constructed with natural stone or an authentic simulation of natural stone.
 - (b) The **sSign** copy identifying this **sSign** for the Flagstaff Auto Park District shall be mounted without raceways.
 - (c) Signs for individual auto dealers shall only be mounted on the **sSign** body, and shall only include logos for those businesses, and not text.

(d) The Flagstaff Auto Park District sSign shall include a landscaped area located around the base of the sSign equal to two and one-half square feet for each square foot of sSign area and containing trees, shrubs and ground cover plants. Shrubs and ground covers shall have a spacing of not greater than three feet on center.

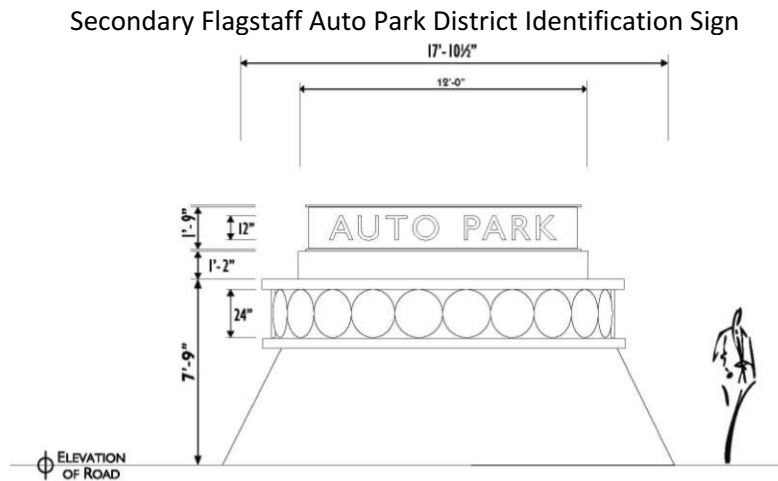
b. Secondary Flagstaff Auto Park District Identification Sign. The secondary Flagstaff Auto Park District identification sSign shall comply with the following standards. Refer also to Figure 10-50.100.100.090E.

(1) Overall Sign Dimensions.

(a) Height. The maximum overall height of the sSign (i.e., the sSign body and base only) shall be nine feet measured from the highest finish grade at the base of the sSign to the top of the sSign.

(b) Diameter. The maximum diameter of the sign body (i.e., where the auto dealer logos will be placed) shall be 15 feet.

Figure 10-50.100.100.090E



(2) Sign Materials and Standards.

(a) The sSign base below where the auto dealer logos will be placed shall be constructed with natural stone or an authentic simulation of natural stone.

(b) The ~~s~~Sign copy identifying this sign for the Flagstaff Auto Park District shall be mounted without raceways.

(c) Signs for individual auto dealers shall only be mounted on the ~~s~~Sign body, and shall only include logos for those businesses, and not text.

(d) The ~~s~~Sign shall include a landscaped area located around the base of the ~~s~~Sign equal to two and one-half square feet for each square foot of ~~s~~Sign area and containing trees, shrubs and ground cover plants placed throughout the required landscape area. Shrubs and ground covers shall have a spacing of not greater than three feet on center.

~~5. Sign Maintenance. Signs shall be maintained in accordance with the provisions of Section 10-50.100.050(E).~~

E. Flagstaff Mall and Marketplace District.

1. Purpose. This section establishes additional ~~s~~Sign regulations for the Flagstaff Mall and Marketplace District.

2. Applicability.

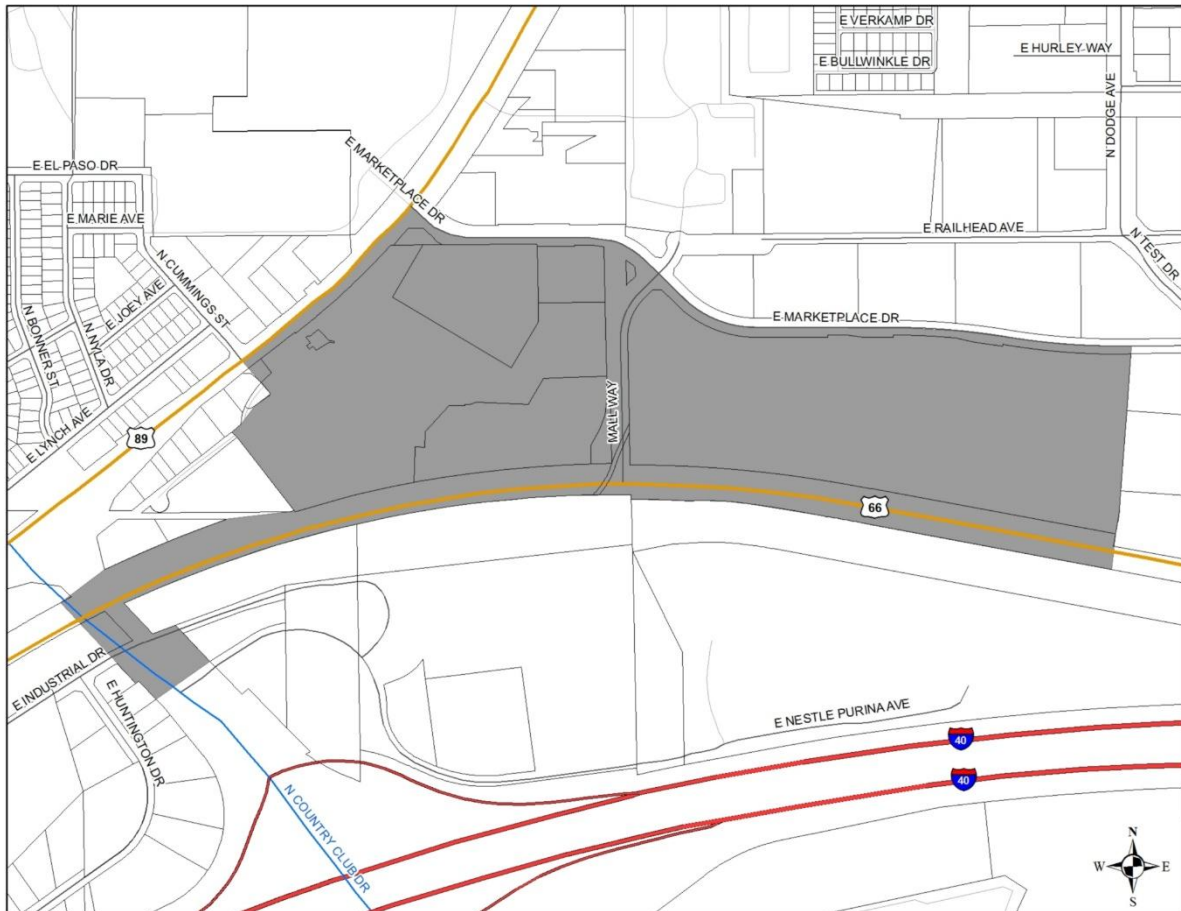
a. The Flagstaff Mall and Marketplace District includes those lots developed as the Flagstaff Mall and Marketplace, a portion of Historic Route 66 between North Test Drive and North Country Club Drive, a portion of North Country Club Drive from Historic Route 66 to East Nestle Purina Avenue, and City owned property on the northeast corner of the intersection of North Country Club Drive and East Nestle Purina Avenue as illustrated in Figure 10-50.100.100.090F. The Flagstaff Mall and Marketplace District is not to be confused with any other district which may be designated for special consideration within the City of Flagstaff.

b. The special regulations for the Flagstaff Mall and Marketplace District apply only to an off-premises Flagstaff Mall and Marketplace identification ~~s~~Sign located within an easement area defined in Easement Agreement (Monument Sign) between the City of Flagstaff and Flagstaff Mall SPE LLC on City owned property on the northeast corner of the intersection of North Country Club Drive and East Nestle Purina Avenue. All other ~~s~~Sign proposed on all ~~l~~lots and ~~p~~parcels within the Flagstaff Mall and Marketplace District shall comply with the

applicable provisions of this division. Any real property located within both the Flagstaff Marketplace District and Flagstaff Auto Park District shall be considered as belonging to one or the other of these districts. No combination of districts is intended by the overlapping of the Flagstaff Mall and Marketplace District and the Flagstaff Auto Park District. The Flagstaff Mall and Marketplace identification **sSign** referenced above may also include the name “Auto Park” within the **sSign** name portion of the **sSign** above the future tenant panels.

Figure 10-50.100.100.090F

Flagstaff Mall and Marketplace District



3. Permits.

- a. Permits for **sSigns** in the Flagstaff Mall and Marketplace District may only be issued after a completed **sSign** **pP** Permit application (refer to Section 10-20.40.120, Sign Permit – Permanent Signs, and Section 10-20.40.130, Sign Permit – Wall Banners) has been reviewed by the Planning Director.

b. The Planning Director may approve, conditionally approve or deny a **sSign** proposal for the off-premises Flagstaff Mall and Marketplace identification **sSign**, and shall only approve an application that complies with the Design Standards established in subsection (E)(4) of this section.

4. Design Standards. The Flagstaff Auto Park and Marketplace District identification **sSign** shall be designed and constructed in accordance with the approved Comprehensive Sign Plan dated January 10, 2006, for the Flagstaff Mall and Marketplace, and shall comply with the following standards. Refer also to Figure 10-50.100.100K090G.

a. Overall Sign Dimensions.

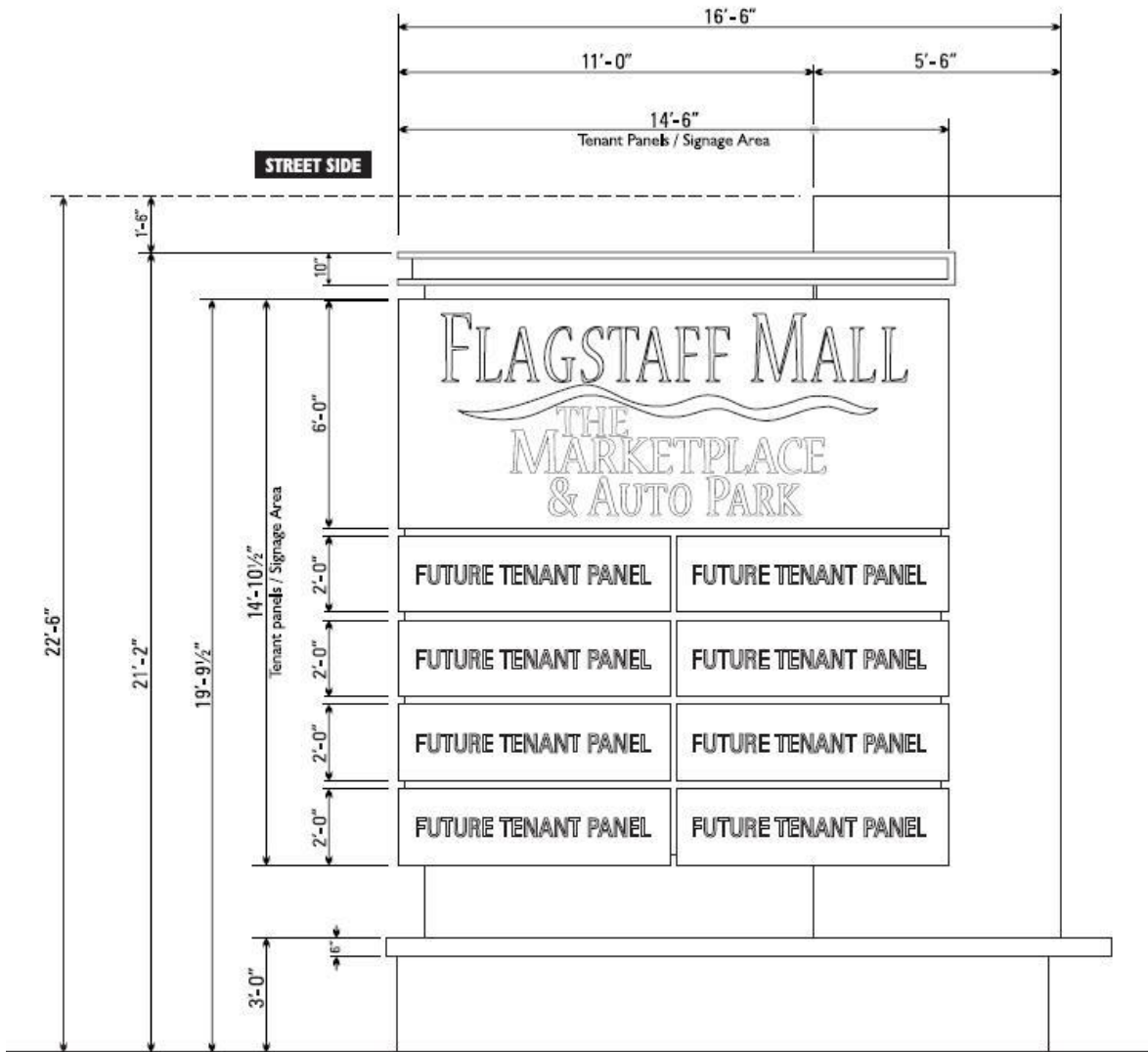
(1) Height. The maximum overall height of the **sSign** shall be 22 feet and six inches measured from the highest finish grade at the base of the **sSign** to the top of the **sSign**. The maximum height of the **sSign** body (i.e., future tenant panels signage area) and **sSign** base measured from the highest finish grade to the base of the **sSign** shall be 20 feet.

(2) Length. The maximum length of the **sSign** base shall be 17 feet.

(3) Width. The maximum width of the **sSign** base shall be four feet.

Figure 10-50.100.100K090G

Flagstaff Mall and Marketplace District Identification Sign



(4) Sign Name. The maximum height of the portion of the sSign where the letters “Flagstaff Mall The Marketplace & Auto Park” will be located shall be six feet, and its maximum width shall be 14 feet and six inches.

b. Sign Materials and Standards.

(1) The sSign base shall be constructed with natural stone or an authentic simulation of natural stone and capped with a concrete cap no more than six inches thick.

- (2) The sign cabinet exterior shall be aluminum painted with no more than two complementary colors with a satin finish.
- (3) Eight removable aluminum routed faces mounted in two columns of four **sSign** faces each shall be provided for future tenants of the Flagstaff Mall and Marketplace District.
- (4) A white acrylic, internally illuminated accent feature may be incorporated into the top of the **sSign** cabinet.
- (5) The name used to identify this **sSign** shall be “Flagstaff Mall & Marketplace Auto Park” and may be incorporated into the top of the **sSign** cabinet.
- (6) Sign Area.
 - (a) The overall **sSign** area shall not exceed 216 square feet on each side of the **sSign**.
 - (b) The area for each of the future tenant panels shall not exceed two feet in height and a total width for both columns of panels of 14 feet and six inches.
 - (c) Each future tenant panel shall be separated from the **sSign** face above or below it by no more than three inches.
 - (d) The total height of the signage area shall not exceed 14 feet and eight inches.

c. Sign Illumination.

- (1) The **sSign** shall be internally illuminated only, and no external indirect illumination of the **sSign** structure by any means is permitted.
- (2) Internally illuminated **sSign** panels shall be constructed with an opaque background and translucent letters and symbols, or with a colored background and lighter letters and symbols. Where white or other night-bright colors are part of a logo, such colors are permitted in the logo only; provided, that the logo represents not more than 50 percent of the total **sSign** area permitted.

~~5. Sign Maintenance. Signs shall be maintained in accordance with the provisions of Section 10-50.100.050(E).~~

F. West University Drive Entrance District.

1. Purpose. The purpose of the West University Drive Entrance District is to allow Northern Arizona University to locate an entrance monument ~~s~~Sign on land that is not currently owned by the university. West University Drive provides a major entrance to the central part of campus, and Northern Arizona University wishes to identify this as a major campus entrance by siting a monument ~~s~~Sign at this location. Siting this ~~s~~Sign on adjacent private property is desirable due to space constraints, primarily due to a large regional storm water basin immediately adjacent to University Drive, north of the proposed ~~s~~Sign site.

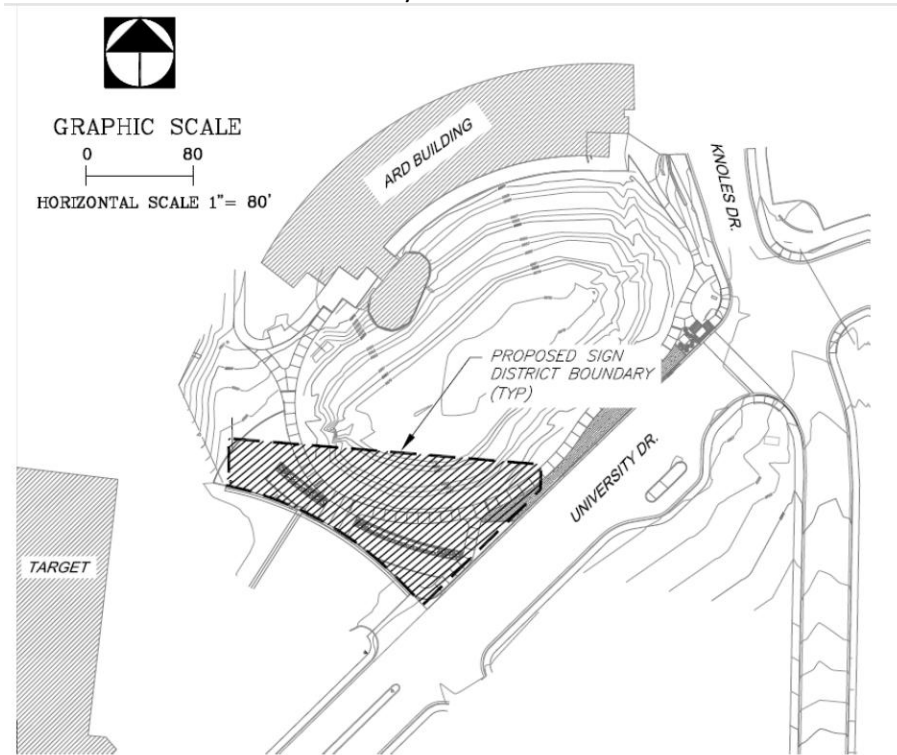
2. Applicability.

a. The West University Drive Entrance District includes the northeastern portion of the commercial parcels as illustrated in Figure 10-50.100.100L090H. This area includes a ~~r~~Right-of-~~w~~Way for a storm water culvert to the detention basin. The West University Drive Entrance District is not to be confused with any other district that may be designated for special consideration within the City of Flagstaff.

b. The special regulations for the West University Drive Entrance District apply only to an off-premises Northern Arizona University identification ~~s~~Sign located on the northwesterly side of University Drive, north of the commercial parcel's east access drive and south of the storm water basin. All other ~~s~~Signs proposed on ~~l~~Lots and ~~p~~Parcels within the West University Drive Entrance District shall comply with the applicable provisions of this division.

Figure 10-50.100.100L090H

West University Drive Entrance District



3. Permits.

a. Permits for **sSigns** in the West University Drive Entrance District may only be issued after a completed **sSign pPermit** application (refer to Section 10-20.40.120, Sign Permit—Permanent Signs and Section 10-20.40.130, Sign Permit – Wall Banners) has been reviewed by the Planning Director.

b. The Planning Director may approve, conditionally approve, or deny a **sSign** proposal for the off-premises Northern Arizona University identification **sSign** or a Northern Arizona University entrance **sSign** in the West University Drive Entrance District, and shall only approve an application that complies with the design standards established in subsection (F)(4) of this section.

4. Design Standards. The primary Northern Arizona University West University Drive Entrance District identification **sSign** shall comply with the following standards. Refer to Figures 10-50.100.100M090I and 10-50.100.100N090J.

Figure 10-50.100.100.M.090I

Eastern Stone Wall Elevation with Signage Elevation South Face

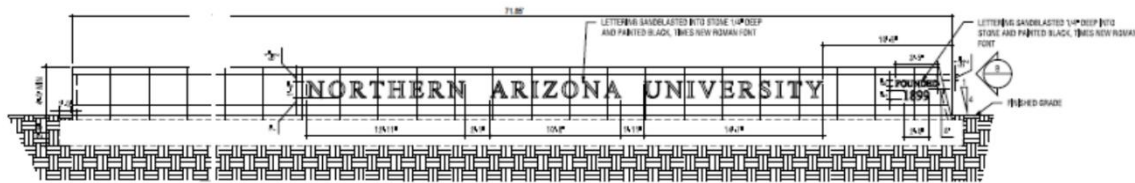
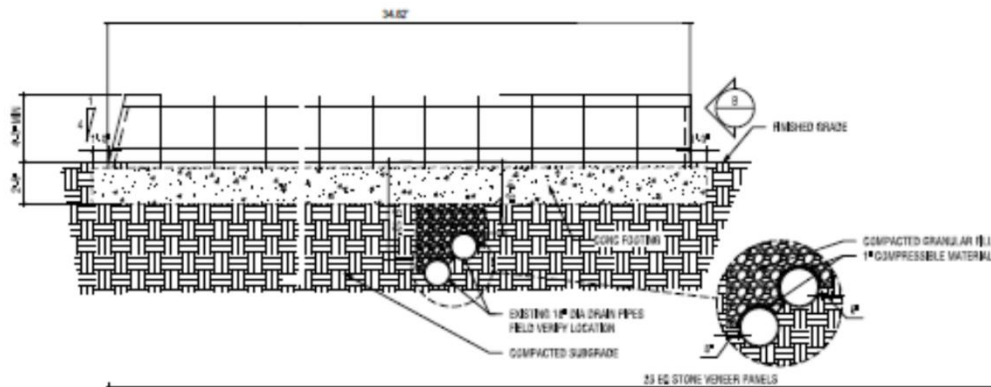


Figure 10-50.100.100.N.090J

Western Stone Wall Elevation with Signage Elevation South Face



5. Overall Sign Dimensions.

- a. Height. The maximum overall height of the sSign shall be 4.10 feet measured from grade at the base of the sSign to the top of the sSign. The top surface of the sSign shall be level.
- b. Width. The sSign shall consist of two segments separated by a concrete walkway while forming an arc with a radius of 255.50 feet at the centerline of the sSign. The width of the separation shall be 36.89 feet. This break in the sSigns is to facilitate Northern Arizona University snow removal relocation into the basin. The length of the westerly section of the sSign shall be approximately 34.82 feet as measured at the base of the sSign. The length of the easterly section of the sSign shall be approximately 71.85 feet as measured at the base of the sSign. Dimensions are given as approximate due to potential variations in the thickness of the stone veneer sSign faces.

6. Sign Materials and Standards.

a. The core of the sSign will be constructed of steel reinforced concrete and supported by a steel reinforced concrete footing 2.50 feet in depth and 3.08 feet in width. The exterior of the sSign shall be covered with rose-colored sandstone veneer panels to match existing Northern Arizona University entrance monument sSigns.

b. The sSign eCopy will consist of sandblasted text “Northern Arizona University” and “Founded 1899.” All text shall be painted or stained black for contrast and easy visibility.

c. The West University Drive Entrance District sSign shall include a landscaped area located around the base of the sSign equal to 2.5 square feet for each square foot of sSign area and containing trees, shrubs, and ground cover plants. Shrubs and ground covers shall have a spacing of not greater than three feet on center.

7. Sign Illumination. Internal illumination is preferred. External illumination shall comply with Division 10-50.70, Outdoor Lighting Standards, and consist of LED tape in aluminum channel mounted under the sSign cap above the sSign text only.

~~8. Sign Maintenance. Signs shall be maintained in accordance with the provisions of Section 10-50.100.050.E.~~

G. Flagstaff Sign Free Zone.

1. Purpose and Applicability. The Council has determined that it is in the best interest of the City to designate a sign free zone in order to protect the scenic and aesthetic appeal of the area within the zone and maintain its appeal to tourists. The Flagstaff sign free zone, which has been established pursuant to A.R.S. § 16-1019 and is illustrated on Map 10-90.40.010, Flagstaff Sign Free Zone, has been determined based on the location of a predominance of commercial tourism, resort and hotel uses within this zone.

2. Standards.

a. Portable sSigns, including political sSign, may not be placed within the public rRights-of-wWay in the Flagstaff sign free zone. Portable sSign are permitted on private property adjacent to the Flagstaff sign free zone.

b. The Director may remove or cause to be removed any portable sign erected or displayed in the public rRights-of-wWay in the Flagstaff sign free zone.

10-50.100.~~110~~**100** Nonconforming Signs

Section 10-20.60.110, Nonconforming Signs, provides the standards and regulations for nonconforming **s**Signs.

10-50.100.~~120~~**110** Enforcement

A. It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, display, or use a **s**Sign within the City contrary to, or in violation of, any provision of this division. The requirements of this division shall be enforced in compliance with the enforcement provisions of Division 10-20.110, Enforcement.

B. The Director may remove or cause to be removed any portable **s**Sign erected or displayed upon a public sidewalk, walkway or pedestrian thoroughfare within public **r**Right-of-~~w~~**W**ay or within a clear view zone that creates a hazard to pedestrian or vehicular traffic.

10-50.100.~~130~~**120** Appeals

Any person, firm, or corporation aggrieved by a decision of the Director in interpreting, applying, or enforcing this section may file an appeal in compliance with the appeal provisions established in Section 10-20.80.020, Appeals of Interpretations by Zoning Code Administrator or Director.

10-50.100.~~140~~**130** Severability

A. If any section, sentence, clause, phrase, word, portion or provision of the division is held invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect, impair, or invalidate any other section, sentence, clause, phrase, word, portion, or provision of this division which can be given effect without the invalid provision.

B. The invalidation of the application of any section, sentence, clause, phrase, word, portion, or provision of this division to a particular property or structure, or any particular properties or structures, by any court of competent jurisdiction shall not affect the application of such section, sentence, clause, phrase, word, portion or provision to any other property or structure not specifically included in said invalidation.

Section 2. Amend Title 10 Flagstaff Zoning Code, Chapter 10-50: Supplemental to Zones, Division 10-50.70 Outdoor Lighting Standards, Section 10-50.70.050: General Requirements – All Lighting Zones, Subsection 10-50.70.050.I: Neon Building Lighting as follows:

I. Neon Building Lighting. Neon **or simulated LED neon** building lighting is included in the Total Outdoor Light Output calculations for the site. Lumens for neon **or simulated LED neon** lighting are calculated on a per foot basis, rather than per “fixture.” Unshielded neon **or simulated LED neon** lighting is not allowed except for signage.

Section 3. Amend Title 10 Flagstaff Zoning Code, Chapter 10-80: Definitions, Division 10-80.20 Definitions of Specialized Terms, Phrases, and Building Functions, Section 10-80.20.190: Definitions “S” as follows:

~~Sign: A structure, device, figure, display, message placard or other contrivance, or any part thereof, situated outdoors or indoors, which is designed, constructed, intended or used to advertise, provide information in the nature of advertising, provide historical, cultural, archeological, ideological, political, or social information, or direct or attract attention to an object, person, institution, business, product, service, message, event or location by any means, including branding, color bands, corporate colors, designs, figures, fixtures, illumination, letters, logos, symbols, and words.~~ **Any identification, description, illustration, symbol, words, or device which is affixed directly or indirectly upon a building, vehicle, structure, or land and which identifies or directs attention to a product, place, message, activity, person, institution, or business.**

~~Sign, District: See “Sign, Neighborhood or District.”~~

~~Sign, Fuel Pump: A sign mounted above, and integrated into the structure of, an operable fuel dispensing pump.~~

~~Sign, Fuel Pump Topper: A sign affixed to the top of an operable fuel dispensing pump used to advertise goods offered for sale on the same parcel on which the fuel pump is located.~~

Sign, **Heritage Historic or Culturally Significant**: An individual sign ~~of historic or cultural significance~~ worthy of special recognition and consideration because it may be unusual, significant, or meaningful to Flagstaff’s streetscape or history **that has been designated as a Landmark Property under Section 10-30.30.040.**

~~Sign, Individual Letter: A cut-out or etched letter or logo which is individually mounted on a landscape screen wall, building wall, or freestanding sign.~~

Sign, LED: A sign consisting of light emitting diodes (electronic components that let electricity pass in only one direction) that emit visible light when electricity is applied.

Sign, Logo: A stylized group of letters, words, symbols or combination thereof used to represent and distinguish a business or product from the competition.

Sign, Neighborhood or District: A sign erected to identify a neighborhood based on, but not limited to, its historic, architectural, social, or cultural characteristics.

Sign, Off-Premises: Any sign that advertises a business, product, service, structure, use, or event that is not located or occurring on the same Parcel or Lot where the sign is physically installed. Any sign that directs attention to a business, commodity, service, entertainment, product, structure, use or property different from a structure or use existing on the property where the sign is located, and/or any sign on which space is rented, donated or sold by the owner of said sign or property for the purpose of conveying a message.

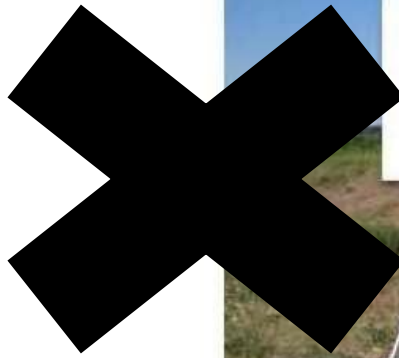
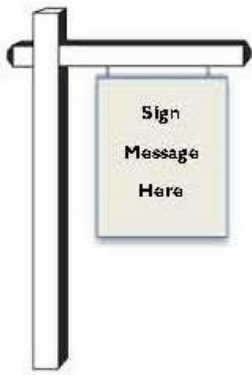
Sign, On-Site Advertising: A sign used primarily to advertise goods or services offered on the same parcel on which the sign is located. Such a sign may include incidental nonadvertising information (time and temperature, for example). Does not include publicly owned signs providing general interest information exclusively (such as road names or highway conditions).

Sign Orientation: To orient or position a single faced sign in a parallel position, or a double faced sign in a perpendicular placement toward a street frontage.

Sign, Painted Wall: A sign painted directly onto the exterior wall of a building and having no sign structure.

Sign, Pan Channel: A letter or shape constructed with side walls and a face making the shape a solid integral unit with a pan shaped cross section.

Sign, Post: A sign mounted on either a single post or two or more posts as illustrated below:

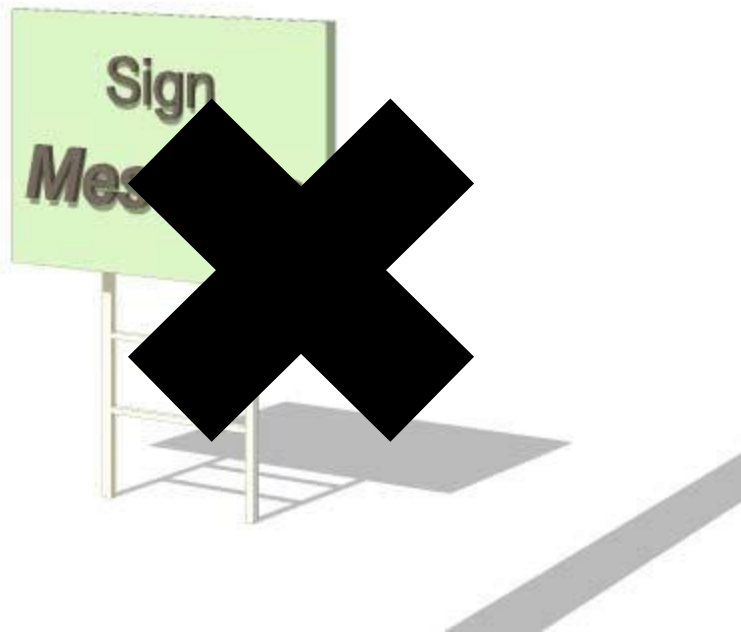


Sign, Sandwich: See "Sign, A-Frame."

Sign, Time and Temperature: A sign whose only function is to display information about the current time and/or temperature in an electronic or digital manner.

Sign, Type A: Freestanding signs that are associated with larger frontage sites located on major arterials.

Sign, Type B: Freestanding signs that are generally smaller and shorter, and are associated with smaller sites and/or with frontages on minor arterials or smaller street type.



ORDINANCE NO. 2026-01

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-23-00134 – SIGN STANDARDS”; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City of Flagstaff wishes to amend provisions in Chapter 10-50: Supplemental to Zones, Division 10-50.100 Sign Standards; and

WHEREAS, a citizen review session was held at the Planning Commission work session on October 9, 2024, to discuss the proposed Zoning Code text amendment in accordance with Section 10-20.50.040 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission held a public hearing on December 10, 2025, and provided a recommendation to City Council on the proposed Zoning Code text amendment; and

WHEREAS, the Council has read and considered the staff report prepared by the Planning and Development Services division and all attachments to those reports, and the Council finds that the proposed Zoning Code text amendment is in conformance with the General Plan, and the findings of Section 10-20.50.040 of the Flagstaff Zoning Code have been met; and

WHEREAS, that certain document known as “*PZ-23-00134 – Sign Standards*”, one (1) paper copy and one (1) electronic copy of which are on file with the City Clerk in compliance with A.R.S. § 44-7041, was declared to be a public record by Resolution No. 2026-03.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. That certain document known as “*PZ-23-00134–Sign Standards*”, one (1) paper copy and (1) electronic copy of which are on file in the office of the City Clerk of the City of Flagstaff, Arizona, and which document is declared a public record by Resolution No. 2026-XX of the City of Flagstaff, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this ordinance and its provisions are hereby declared to amend the Flagstaff City Code, replacing and superseding the existing relevant provisions of the City Code, as set forth therein.

SECTION 3. The amendment is consistent with and conforms to the goals of the Regional Plan (General Plan).

SECTION 4. The amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City, and will add to the public good as described in the General Plan.

SECTION 5. The amendment is internally consistent with other applicable provisions of this Zoning Code.

SECTION 6. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 7. Severability

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 8. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 9. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 3rd day of February 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**HOUSING IMPACT STATEMENT
PZ-23-00134 SIGN STANDARDS**

Pursuant to ARS 9-462.01 (J) a Housing Impact Statement shall be considered by the City Council prior to adopting a Zoning Code Text Amendment regarding the impact of the amendment on the following:

1. A general estimate of the probable impact on the average cost to construct housing for sale or rent within the zoning districts to which the zoning text amendment applies.

The proposed zoning code text amendment does not add to the cost of constructing housing as it is solely focused on the standards for signage which is not required to be installed on any project.

2. A description of any data or reference material on which the proposed zoning text amendment is based.

This amendment is in response to feedback received about the sign code from those who work within this portion of the code regularly.

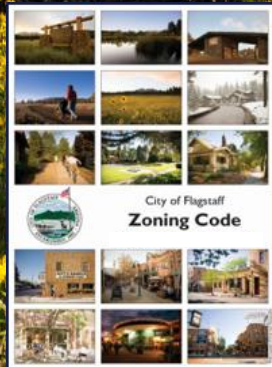
3. A description of any less costly or less restrictive alternative methods of achieving the purpose of the proposed zoning text amendment.

No alternatives were considered.

Amendment to Zoning Code Division 10-50.100 Sign Standards

PZ-23-00134

Wesley Welch, AICP
Senior Planner





Sign Standards

City's Proposed Zoning Code Text Amendment

Amend the Zoning Code to modify the existing sign standards:

- **Clarify the Design Handbook for Downtown is not meant as a regulatory document**
- **Significantly reduce the amount of minor stipulations required for specific sign types**
- **Correct a typo that allowed for extra signage for a business with secondary frontage**
- **General clean-up of repetitive language and simplification of standards.**



Sign Standards

Purpose (Section 10-50.100.010)

- Condensed repetitive and/or unnecessary language into one paragraph.

Compliance with the Zoning Code... (Section 10-50.100.020)

- Created new section to align with Outdoor Lighting Standards section organization.
- Combined information from old Applicability and Sign Permit sections of the code and placed near the top of the Division.

Applicability (Section 10-50.100.030)

- Condensed language and removed a table which had a summary of incentives that are found in other areas of code or that were removed entirely.



Sign Standards

General Restrictions and Requirements for All Signs (10-50.100.040)

- **Condensed “Location Restrictions” and made language more concise and removed unnecessary restrictions.**
- **“100-50.100.040.B.5” identifies a prohibition on commercial signage placed on vehicles and parked on site operating as a sign. This was relocated from a later section of the code.**
- **Condensed “Display Restrictions” to be more concise.**
- **“Sign Measurement Criteria” was updated with more concise language throughout and the removal of unnecessary items and/or items that are difficult to quantify.**



Sign Standards

Permanent Signs (10-50.100.050)

- **Substantive changes made to Table 10-50.100.050.A**
 - **Footnote 1 was removed as it was redundant based on column heading.**
 - **Footnote 5 was removed for a similar reason as Footnote 1.**
 - **Multifamily Development Building Mounted Signage was updated to a maximum height of 24 feet and a maximum area of 16 square feet.**
 - **Footnotes have been changed to account for changes in deleted footnotes**
 - **Master Planned Communities, Subdivisions, and Manufactured Home Parks have been grouped together.**



Sign Standards

Permanent Signs (10-50.100.050)

- **Substantive changes made to Table 10-50.100.050.A**
 - **Maximum area for “Nonresidential use in a Commercial or Industrial Zone” was corrected for a typo that was allowing double the square footage for secondary frontages when the intention was to allow half a square foot per linear foot.**
 - **Multi-tenant freestanding signs in a commercial zone was upped in order to provide slightly more signage for a multi-tenant site.**
 - **A Mixed-Use Development section was added to the table to break up signage between the residential and commercial components of these developments.**



Sign Standards

Permanent Signs (10-50.100.050)

• Standards for Specific Sign Types

- Originally, each sign type had its own table and set of standards. There is now one table which groups standards that apply to all sign types. That table is followed by a few specific regulations per sign type.
- Awning and Canopy Signs were initially two separate sets of standards, those standards have now been combined.
- Width of building mounted sign types was initially 60% the width of the building element on which they are placed, this has been changed to 80%.
- Service Island Canopy Signs are now identified as part of Building Mounted Sign standards as opposed to having their own set of standards.
- Multiple standards for building mounted signs have been removed entirely.



Sign Standards

Permanent Signs (10-50.100.050)

• Standards for Specific Sign Types

- Standards for Changeable Copy, Driveway, and Directory Signs have been reduced into one or two standards for each sign type.
- Freestanding sign standards have either been moved to Table 10-50.100.050.A or removed entirely as they were unnecessary, redundant, or difficult to enforce.
- Sign base width requirements have been removed.
- Landscaping requirements for freestanding signs have been removed. Landscaping for all new developments is required so most new development freestanding signs will have landscaping. New regulation has been added which is that the area around the freestanding sign must be clear of weeds and debris



Sign Standards

Permanent Signs (10-50.100.050)

- **Standards for Interpretive Signs have been removed,**
- **Standards for landscape wall signs have been removed as that sign type will now be governed by freestanding sign regulations.**
- **Projecting and Suspended signs have been grouped into the same set of regulations.**
- **Roof-mounted sign standards have been simplified to be more concise and allow for more of the roof area to be covered**
- **Window signage regulations have been significantly reduced.**



Sign Standards

Comprehensive Sign Programs (10-50.100.060)

- **Removed language that required Comprehensive Sign Programs for all multi-family and nonresidential uses, which has not been followed for any developments in town.**
- **Removed unnecessary language to make the section more concise.**
- **Changed language which allows minor modifications to approved Comprehensive Sign Plans without having to pay the Comprehensive Sign Plan fee and instead can be handled through a sign permit fee (difference of approximately \$1,800 vs. \$90).**
- **Removed a reference to “findings” in the submittal requirements as there have never been any findings for a sign plan.**



Sign Standards

Sign Design Incentives (10-50.100.070)

- **Condensed language to make it more concise.**
- **All incentives remain, however incentives that apply directly to freestanding signs no longer give bonuses to building mounted signs on the site.**
- **Cumulative Adjustments table removed as it was redundant**



Sign Standards

Portable and/or Temporary Signs (10-50.100.080)

- **As earlier in the code, standards for all temporary sign types have been placed into one table to aid in comprehension.**
- **The rest of the code changes are to clean up various numbers, letters, and references.**



Sign Standards

Sign Districts of Special Designation (10-50.100.090)

- **Any item that referenced “exceptional design” has been removed to eliminate subjectivity. New standards are more objective which allows for uniformity in how it is administered.**
- **Standards for each sign type have been condensed into one table with a few standards for each sign type following the table, as in other parts of the updated code. Since this is another level of review beyond the standard regulations in the sign code, any regulations that have not changed for the Flagstaff Central Sign District are governed by the earlier sections of code.**



Sign Standards

Sign Districts of Special Designation (10-50.100.090)

- **Downtown Overlay Zone**

- There were various iterations of this zone's name, it has now just been cleared up and is only referred to as the Downtown Overlay Zone.
- Initially, this section referenced an document from the 90s called the Design Handbook for Downtown Flagstaff. Applicable standards have been included directly into the text of the sign code and a reference to the document has been removed. It is now made clear that the Design Handbook for Downtown Flagstaff is used for clarification purposes only.

- **Flagstaff Auto Park District, Mall, and West University Entrance Drive**

- These sections remain unchanged except for changing some table and image number references.



Sign Standards

Definitions "S" (10-80.20.190)

- **Sign definition has been modified.**
- **Every single sign type had its own definition, most of these were removed as they are dictionary definitions and have no specific relation to the sign code.**



Sign Standards

Staff Recommendation

Findings for Zoning Code Text Amendments:

- (1) The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan;**
- (2) The proposed amendment will not be detrimental to the public interest, health, safety, convenience or welfare of the City; and**
- (3) The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.**



Sign Standards

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

- The amendment's primary purpose is to simplify and condense standards within the sign code.
- There are no specific goals and policies that reference sign standards.
- This text amendment does not drastically change the standards found in code but rather simplifies the language to help ensure consistent regulation.



Sign Standards



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

- The proposed amendment is not anticipated to be detrimental to the public interest, health, safety, convenience, or welfare of the City.



Sign Standards

The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.

- The proposed amendment revises the entire Sign Standards Division of the Zoning Code.
- The amendment is internally consistent, utilizes the existing format, and does not conflict with other Zoning Code provisions
- All these changes in combination maintain the internal consistency of the Zoning Code.



Sign Standards

Recommendation

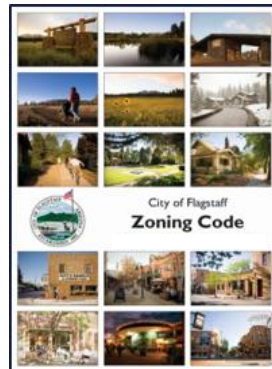
The Planning and Zoning Commission, in accordance with the findings presented in this report, makes a recommendation to the City Council for approval of the Zoning Code Text Amendment.



Sign Standards



Questions, Comments, and Suggestions



**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: David Nixon, Engineering Project Manager
Date: 01/29/2026
Meeting Date: 02/03/2026



TITLE:

Consideration and Approval of Cooperative Purchase Contract: cooperative purchase contract with CS Construction, Inc. for Construction Services at the Woody Mountain Rd. and West Route 66 Traffic Signal Project ("the Project") in the amount of \$574,500.00.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with CS Construction, Inc. ("Contractor") for Construction Services in the amount of \$574,500.00 and a contract time of (150) calendar days;
2. Approve a contract allowance of \$43,087.50, which is 7.5% of the Cooperative Purchase Contract amount;
3. Approve Change Order Authority to the City Manager in the amount of \$57,450.00 (10% of the contract amount, less allowances); and
4. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The Cooperative Purchase Contract award in the amount of \$574,500.00 to the Contractor will complete the Project, which generally consists of installing a temporary span-wire traffic signal at the existing three-way intersection at Woody Mountain Rd. and West Route 66. This intersection currently has no signalization in place. Additional work will include adding dark sky-compliant luminaires at each corner of the intersection, as well as push-button pedestrian controls mounted on square posts.

The Project is currently at the 60% design stage. Approval of the Cooperative Purchase Contract will allow the Contractor to place orders for long lead items such as the traffic signal poles, which have a lead time of up to 19 weeks after submittals are approved. Completion of the traffic signal is anticipated in June 2026. The City will be required to operate and maintain the span-wire signal. An IGA for the operation and maintenance with the Arizona Department of Transportation ("ADOT") will be brought to City Council for approval prior to completion of the Project.

The Arizona State Legislature passed Senate Bill 1737, which appropriated \$1,900,000 to be distributed to the City for the design and construction of a traffic signal at the intersection of Woody Mountain Rd. and West Route 66. On October 7, 2025, the City Council reviewed and adopted resolution 2025-47 to accept the \$1,900,000. The City has received the \$1,900,000 and any excess funds left over will be used for other improvements along the West Route 66 corridor.

Financial Impact:

- This Project is funded by the Senate Bill appropriations in the amount of \$1,900,000. The Project account number is 048-10-119-3631-6.
- This Project was not budgeted as part of the FY2025-26 budget. Budget appropriations from the Butler Avenue Complete Streets Conversion project and the West Route 66 project will be reallocated from the

West Route 66 project in the amount of \$900,000 in FY2025-26. The budget appropriations reallocation will not have any impact on the timing of these projects.

Policy Impact:

An award of this Cooperative Purchase Contract for Construction Services supports the Transportation Department's goals of satisfying the desires and needs of the public and supports the goals of the Active Transportation Master Plan.

Previous Council Decision or Community Discussion:

On October 7, 2025, the City Council approved Resolution 2025-47, thereby, entering into an IGA with the State of Arizona to accept the \$1,900,000 and complete the Project.

Options and Alternatives to Recommended Action:

1. Approve the Cooperative Purchase Contract for Construction Services as recommended.
2. Reject the proposed contract. This action would delay the Project. If rejection occurs, possible options include:
 - a. Complete the Project at a later date; or
 - b. Suspend or cancel the Project and potentially return the \$1,900,000 to the State.

Background and History:

The area of Woody Mountain Rd. and West Route 66 has seen significant development and has been studied a number of times through various adjacent transportation impact analysis. Each development project continues to build traffic volumes at this location, pushing the intersection to meet traffic signal warrants based on total entering intersection volume. The City and ADOT continue to receive citizen concerns about this location along with the Railroad Springs Blvd. and the Thompson St. intersections along West Route 66. MetroPlan identified the Project location as a near-term traffic signal and a long-term roundabout controlled intersection in their recently published West Route 66 Operational Analysis.

The City's Purchasing Section has identified this contract with CS Construction, Inc. under a cooperative purchase contract with the City of Scottsdale Job Order Contract NO. 2025-006-COS.

Key Considerations:

Several single and multi-family developments have recently been completed or are under construction in this area. The Project will be completed before the LIV Timber Sky project, a proposed 13.01 Acre high density residential community at the southwest corner of Woody Mountain Rd. and West Route 66. All efforts will be made to coordinate the traffic signal placement with the developer.

Expanded Financial Considerations:

- The Project will be funded is 100% funded by the State through an Intergovernmental Agreement (IGA) between the Arizona Department of Transportation (ADOT) and the City of Flagstaff; ADOT CAR No.: IGA 25-0011189-I / AG Contract No.: P0012025000602.
- Budget Source: 2025 Legislative Appropriation Transportation Projects: General Fund (Laws 2025, 1st Regular Session, Chapter 235 Senate Bill 1737) Appropriation No.: 2025 DT54060.
- Temporary signal and **no** crosswalk planned in this Project - consideration for future budgeting to include additional improvements in the area.

Community Benefits and Considerations:

The Community benefits of this Project include a safer intersection and an improved pedestrian crossing.

Connection to PBB Priorities and Objectives:

COOPERATIVE PURCHASE CONTRACT

Contract No. 2026-100

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

RECITALS:

- A. Contractor is a fully authorized vendor of **Construction Services**;
- B. The **City of Scottsdale** conducted a competitive and open procurement process through Statement of Qualifications **2025-0006-COS** that resulted in Contract No **2025-006-COS** with Contractor ("Agency Contract"); and
- C. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

AGREEMENT:

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

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

ROUTE 66 AT S. WOODY MTN ROAD TRAFFIC LIGHT BUILD

2. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Scope of Work attached as Exhibit A and incorporated by reference.
3. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents attached as Exhibit B, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract related to price for materials and/or services.
4. Payment:
 - 4.1 Payment to Contractor for the materials and/or services not to exceed **five hundred seventy-four thousand five hundred dollars and zero cents (\$574,500.00)** made in accordance with the price list and terms set forth in the Agency Contract.
 - 4.2 Any adjustment to the Payment amount must be approved by mutual written consent of the parties through a formal amendment. The City Manager or his/her designee may approve an amendment if the amendment price increase is less than \$100,000; otherwise, City Council approval is required.
5. Certificates of Insurance: All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Prior to commencing performance

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

6. Term and Renewal: This Cooperative Purchase Contract shall commence upon execution by the Parties and shall continue for a period of two (2) years with an option for three (3) one (1) year renewal periods presuming that the underlying Agency Contract has not expired or been terminated.
7. Notice: Any formal notice required under the Contract shall be in writing and sent by certified mail and email as follows:

To the City:
David Nixon
Project Manager
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
David.Nixon@flagstaffaz.gov

To Contractor:
Steven McCray
Chief Estimator
CS Construction, Inc.
22023 North 20th Avenue
Phoenix, Az 85027
smccray@cscompanies.com

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

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

CS CONSTRUCTION, INC.:

By: _____

Title: _____

CITY OF FLAGSTAFF

By: _____

Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney's Office

Notice to Proceed issued: _____, 20__

Last Updated October 15, 2025

**EXHIBIT A
SCOPE OF WORK**

1. Proposal (3 Pages)

PROPOSAL



CS CONSTRUCTION, INC.

22023 NORTH 20TH AVENUE

PHOENIX, ARIZONA 85027

PHONE: (623) 889-7650 | FAX: (623) 889-7651

AZ ROC NO. 071662 | A- GENERAL ENGINEERING

NAICS CODE: ELECTRICAL - 238210 | CONCRETE - 238110 | SIGNS - 238990

<u>TO:</u>	CITY OF FLAGSTAFF, ENGINEERING	<u>PROJECT:</u>	ROUTE 66 @ S. WOODY MTN RD
<u>ATTN:</u>	DAVE NIXON	<u>PROJECT NO.:</u>	ST3055A
<u>BID DATE:</u>	JANUARY 15TH, 2026	<u>PLAN STAGE:</u>	60% PLANS
		<u>COS JOC #:</u>	2025-006-COS

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
216	TRAFFIC CONTROL	1.00	LS	\$29,500.00	\$29,500.00
217	STRIPING	1.00	LS	\$16,000.00	\$16,000.00
219A	COF CONTROLLED ALLOWANCE (APS, DESIGN, UNKNOWNNS)	1.00	AL	\$25,000.00	\$25,000.00
219B	COF CONTROLLED ALLOWANCE (HARD DIG - ROCK)	1.00	AL	\$20,000.00	\$20,000.00
228	F & I TEMP SIGNALS FOR 4-WAY INTERSEC (SPAN WIRE)	1.00	LS	\$484,000.00	\$484,000.00

GRAND TOTAL \$574,500.00

NOTES:

As per LEE Engineering 60% plans dated 12/04/2025, we have prepared a proposal on the above referenced project. We propose to furnish all labor, equipment, supervision, and materials to complete the above items for the indicated price.

This proposal excludes the following (Unless otherwise noted):

1. Davis-Bacon Wages
2. Engineering
3. Utility Adjustments and Relocations
4. Foundation Removals

Clarifications:

1. If unmarked utilities, incorrectly marked utilities and/or utilities not shown on plans are discovered, then CSCI will start stand-by time from the time of discovery until the time that the utility company has claimed ownership and allows CSCI to proceed or has determined the status of the utility (live or abandoned).

2. We have included 7/16" messenger cable for the OH spans in lieu of the 5/8".

3. Proposal based on City of Scottsdale Job Order Contract # 2025-006-COS passed and adopted January 28th, 2025.

4. Hard dig "rock" is defined as after drilling for (4) hours per hole, hard dig allowance item will use a rate of \$395 per hour, plus \$25 per auger tooth thereafter.

5. Given the long lead time, CSCI will borrow and replace in kind a City of Flagstaff service panel.

If the owner holds retention from the General Contractor, then retention may be held from CS Construction in an equal percentage. Retention must be released 30 days after work has been completed by CS Construction, Inc.

This proposal does not include pricing mark-ups in anticipation of future implemented tariffs. This proposal is valid for a period of sixty (60) days from this date.

Thank you for the opportunity to bid this work. We hope that we may be of service.

Sincerely,
CS CONSTRUCTION, INC.

Steven McCray

Steven McCray
Chief Estimator

Project:	ROUTE 66 @ S. WOODY MTN RD		
Flagstaff Project No.:	ST3055A		Project Duration: 6 Months
Bid Date:	1/15/2026		Liquidated Damages: N/A
Bid Revision No.:	1		Warranty Period: N/A

Description	Labor	Owned Equipment	Materials	Subcontractors	Rental / Other Costs	Total
OH SPAN TRAFFIC SIGNAL & STRIPING	\$ 72,983	\$ 30,872	\$ 212,194	\$ 68,020	\$ 15,241	\$ 399,310
Total Cost of Work	\$ 72,983	\$ 30,872	\$ 212,194	\$ 68,020	\$ 15,241	\$ 399,310

State / County Tax Rate	6.900%
COF Tax Rate	2.486%
Total Tax Rate	9.386%
Tax Burden	6.101%

Estimate Summary	
Cost of Work:	\$ 399,310
Allowances:	\$ 45,000
8.350% Overheads:	\$ 37,100
10.000% Contrator's Fee:	\$ 48,141
Subtotal:	\$ 529,551
1.000% Bond	\$ 5,296
1.250% Insurance:	\$ 6,619
6.101% Tax:	\$ 33,034
Total Estimate:	\$ 574,500

#	Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Total Float	Duration % Complete	Calendar											
									D	January 2026	F	March 2026	April 2026	May 2026	June 2026	July 2026	August 2026	S		
1	ROUTE 66 & WOODY MOUNTAIN RD TRAFFIC SIGNAL		122d	127d	04/Dec/25 A	17/Jun/26	-13d	0%	17/Jun/26, ROUTE 66 & WOODY MOUNTAIN RD TRAFFIC SIGNAL											
2	GENERAL CONDITIONS		55d	60d	04/Dec/25 A	16/Mar/26	12d	0%	16/Mar/26, GENERAL CONDITIONS											
3	A1000	SUBMIT PROPOSAL	0d	0d	19/Dec/25*		-13d	0%	◆ SUBMIT PROPOSAL											
4	A1010	PROPOSAL ACCEPTANCE	5d	5d	19/Dec/25	30/Dec/25	-13d	0%	■ PROPOSAL ACCEPTANCE											
5	A1020	CONTRACT EXECUTION	10d	10d	31/Dec/25	15/Jan/26	52d	0%	■ CONTRACT EXECUTION											
6	A1040	60% TO 90% PLANS	15d	15d	04/Dec/25 A	08/Jan/26	27d	0%	■ 60% TO 90% PLANS											
7	A1050	90% TO SEALED PLANS	15d	15d	09/Jan/26	29/Jan/26	27d	0%	■ 90% TO SEALED PLANS											
8	A1060	SEALED PERMIT PLANS	15d	15d	30/Jan/26	20/Feb/26	27d	0%	■ SEALED PERMIT PLANS											
9	A1065	NOTICE TO PROCEED	0d	0d		20/Feb/26	27d	0%	◆ NOTICE TO PROCEED											
10	A1070	APS PLANS	40d	60d	09/Dec/25 A	13/Mar/26	12d	0%	■ APS PLANS											
11	A1080	APS PRE-CON	0d	0d	16/Mar/26		12d	0%	◆ APS PRE-CON											
12	SUBMITTALS		35d	35d	31/Dec/25	20/Feb/26	69d	0%	20/Feb/26, SUBMITTALS											
13	A1085	SHOP DRAWING PRODUCTION	15d	15d	31/Dec/25	22/Jan/26	-13d	0%	■ SHOP DRAWING PRODUCTION											
14	A1100	POLES / ARMS	5d	5d	23/Jan/26	29/Jan/26	-13d	0%	■ POLES / ARMS											
15	A1110	SIGNAL HEADS / MOUNTS	5d	5d	23/Jan/26	29/Jan/26	7d	0%	■ SIGNAL HEADS / MOUNTS											
16	A1120	METER PEDESTAL / UPS / CONTROLLER CABINET	5d	5d	23/Jan/26	29/Jan/26	4d	0%	■ METER PEDESTAL / UPS / CONTROLLER CABINET											
17	A1130	LUMINAIRES	5d	5d	23/Jan/26	29/Jan/26	17d	0%	■ LUMINAIRES											
18	A1140	READY MIX CONCRETE	5d	5d	23/Jan/26	29/Jan/26	84d	0%	■ READY MIX CONCRETE											
19	A1150	UNDERGROUND MATERIALS	5d	5d	23/Jan/26	29/Jan/26	84d	0%	■ UNDERGROUND MATERIALS											
20	A1170	TRAFFIC CONTROL PLANS	5d	5d	13/Feb/26	20/Feb/26	27d	0%	■ TRAFFIC CONTROL PLANS											
21	LEAD TIMES		90d	90d	30/Jan/26	08/Jun/26	-6d	0%	08/Jun/26, LEAD TIMES											
22	A1160	POLES / ARMS	90d	90d	30/Jan/26	08/Jun/26	-13d	0%	■ POLES / ARMS											
23	A1180	SIGNAL HEADS / MOUNTS	70d	70d	30/Jan/26	08/May/26	7d	0%	■ SIGNAL HEADS / MOUNTS											
24	A1190	METER PEDESTAL / UPS / CONTROLLER CABINET	80d	80d	30/Jan/26	22/May/26	4d	0%	■ METER PEDESTAL / UPS / CONTROLLER CABINET											
25	A1200	LUMINAIRES	60d	60d	30/Jan/26	24/Apr/26	17d	0%	■ LUMINAIRES											
26	CONSTRUCTION		67d	67d	16/Mar/26	17/Jun/26	-13d	0%	17/Jun/26, CONSTRUCTION											
27	A1210	SURVEY / LAYOUT	1d	1d	16/Mar/26	16/Mar/26	12d	0%	■ SURVEY / LAYOUT											
28	A1220	POTHOLE UTILITIES	2d	2d	16/Mar/26	17/Mar/26	12d	0%	■ POTHOLE UTILITIES											
29	A1230	AUGER POLE FOUNDATIONS	8d	8d	18/Mar/26	27/Mar/26	12d	0%	■ AUGER POLE FOUNDATIONS											
30	A1240	FORM / POUR POLE FOUNDATIONS	5d	5d	26/Mar/26	01/Apr/26	24d	0%	■ FORM / POUR POLE FOUNDATIONS											
31	A1250	FOUNDATION CURE TIME	14d	14d	02/Apr/26	15/Apr/26	34d	0%	■ FOUNDATION CURE TIME											
32	A1255	INSTALL TS CONDUIT & PULL BOXES	3d	3d	30/Mar/26	01/Apr/26	12d	0%	■ INSTALL TS CONDUIT & PULL BOXES											
33	A1260	CABINET FOUNDATIONS	2d	2d	02/Apr/26	03/Apr/26	12d	0%	■ CABINET FOUNDATIONS											
34	A1265	INSTALL APS SECONDARY CONDUIT / TRANSFORMER PAD	3d	3d	02/Apr/26	06/Apr/26	17d	0%	■ INSTALL APS SECONDARY CONDUIT / TRANSFORMER PAD											
35	A1270	SET CONTROLLER CABINET / METER CABINET (FURN. BY COF)	1d	1d	06/Apr/26	06/Apr/26	12d	0%	■ SET CONTROLLER CABINET / METER CABINET (FURN. BY COF)											
36	A1280	COF GREEN TAG METER CABINET	5d	5d	07/Apr/26	13/Apr/26	12d	0%	■ COF GREEN TAG METER CABINET											
37	A1290	APS GREEN TAG & HEAT UP METER	20d	20d	14/Apr/26	11/May/26	12d	0%	■ APS GREEN TAG & HEAT UP METER											
38	A1300	INSTALL SIGNAL POLES, ARMS & LUMINAIRES	2d	2d	09/Jun/26	10/Jun/26	-13d	0%	■ INSTALL SIGNAL POLES, ARMS & LUMINAIRES											
39	A1310	INSTALL SPAN WIRE, SIGNAL HEADS, & CONDUCTORS	3d	3d	11/Jun/26	15/Jun/26	-13d	0%	■ INSTALL SPAN WIRE, SIGNAL HEADS, & CONDUCTORS											
40	A1320	INSTALL VIDEO DETECTION	1d	1d	16/Jun/26	16/Jun/26	-12d	0%	■ INSTALL VIDEO DETECTION											
41	A1330	INSTALL METRO SIGNS	1d	1d	16/Jun/26	16/Jun/26	-13d	0%	■ INSTALL METRO SIGNS											
42	A1340	SIGNAL TURN-ON & PAVEMENT MARKINGS	1d	1d	17/Jun/26	17/Jun/26	-13d	0%	■ SIGNAL TURN-ON & PAVEMENT MARKINGS											

■ Actual Work
 ■ Critical Remaining Work
 ▼ Summary
■ Remaining Work
 ◆ Milestone

EXHIBIT B
AGENCY CONTRACT

1. City of Scottsdale contract # 2025-006-COS (69 Pages)



CITY OF SCOTTSDALE

JOB ORDER CONTRACT

NO. 2025-006-COS

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CITY OF SCOTTSDALE

CONTRACT NO. 2025-006-COS

THIS JOB ORDER CONTRACT, (the "Contract") is entered into this 28 day of January, 2025, (the "Effective Date") between the City of Scottsdale, an Arizona municipal corporation (the "City") and C S Construction, Inc., an Arizona Corporation (the "Contractor").

RECITALS

- A. The Mayor of the City of Scottsdale, Arizona, is authorized and empowered by the provisions of the City Charter to execute contracts for construction and related services.
- B. The City intends to contract for construction and related services for one or more individual Job Orders.
- C. Contractor has represented to the City the ability to provide or procure the required construction and related services and, based on this representation, the City engages Contractor for these services.

FOR AND IN CONSIDERATION of the mutual covenants and considerations contained in this Contract, it is agreed by the City and Contractor as follows:

ARTICLE 1 - CONTRACTOR'S SERVICES AND RESPONSIBILITIES

1.1. GENERAL SERVICES

- A. Contractor will furnish any and all labor, materials, equipment, transportation, utilities, services and facilities specified in the individual Job Order for which it is issued a Job Order Notice to Proceed in accordance with this Contract. The City may determine it is in its best interest to furnish materials and equipment for an individual Job Order in accordance with the Job Order.
- B. The Work will be performed in a good, workmanlike and substantial manner and to the satisfaction of the City Engineer and under the monitoring of the City Engineer, or her properly authorized agents, within the care and skill of a qualified contractor in Scottsdale, Arizona.
 - 1. Minor design services may be required for some Job Orders. For those Job Orders that may require design services, Contractor will seek the services of an Arizona registered architect or engineering professional to prepare plans for permitting. The procurement of design services will be in accordance with City of Scottsdale procurement procedures. If the services of a design professional are used, the design professional must maintain at least \$1,000,000 Professional Liability Coverage.
 - 2. All documents prepared by Contractor are subject to review by the City. Review by the City is for the benefit of the City only, is not intended to be for the benefit of any other person, and does not relieve Contractor from

the professional liability associated with the documents they have prepared.

3. Contractor's Representative shall be reasonably available to the City and will have the necessary expertise and experience required to supervise the Contract Services. A Contractor's Representative will be assigned for each Job Order. Contractor's Representative will communicate regularly with the City and will be vested with the authority to act on behalf of Contractor.
- C. The City is a member of \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, Maricopa County, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under \$AVE Cooperate Purchasing Agreement, and with the concurrence of successful Respondents under this solicitation, a member of \$AVE may access a contract resulting from this solicitation issued by the City. By signing the JOC Contract, Contractor agrees to allow other \$AVE members the ability to purchase their needs and "use" this contract for JOC requirements.

1.2. GOVERNMENT APPROVALS AND PERMITS

- A. Unless otherwise provided, Contractor will obtain or assist the City in obtaining all necessary permits, approvals and licenses required for the prosecution of the Work from any government or quasi-government entity having jurisdiction over the Project. Contractor is responsible for obtaining payment for the necessary environmental permits or file the necessary environmental notices.
- B. Copies of these permits and notices must be provided to the City's Representative before starting the permitted activity. This provision does not constitute an assumption by the City of an obligation of any kind for violation of the permit or notice requirements.
- C. The City is responsible for the City of Scottsdale review and permit(s) fees for building and demolition permits. The City will pay City review fees for grading and drainage, water, sewer, storm water management, and landscaping. The City will also pay for City utility design fees for permanent services.
- D. Contractor is responsible for all other permits and review fees not specifically listed in Article 1.2(C) above.
- E. Contractor is responsible for the cost of construction-related water meter(s), water and sewer taps, fire lines and taps, and all water bills on the project meters until Substantial Completion of the Project. Arrangements for construction water will be Contractor's responsibility. Construction water does not include "test water" required to complete new water line pressure tests.
- F. The M.A.G. Standard Specification 107.12 is modified to read as follows: "Contractor, at its own expense, is responsible for the acquisition of any necessary temporary easements for construction purposes, storage, maintenance, and refuse haul-off as indicated upon the plans, which are required in addition to existing easements or rights-of-way secured by the City."

1.3. PRE-CONSTRUCTION CONFERENCE

- A. After execution of a Job Order and before the commencement of any Work on any individual Job Order, a pre-construction conference may be scheduled.
- B. The purpose of this conference is to establish a working relationship between Contractor, utility firms, and various City departments. The agenda will include critical elements of the work schedule, submittal schedule, level of Record Drawings required, cost breakdown of major lump sum items, payment application and processing, coordination with the involved utility firms, and emergency telephone numbers for all representatives involved in the course of construction.
- C. At a minimum, attendees will include Contractor Representative, who is authorized to execute and sign documents on behalf of the firm, the job superintendent, and Contractor's safety officer.
- D. The Job Order Notice to Proceed date will be established.
- E. Contractor will provide a Baseline Project Schedule indicating duration, manpower and equipment resources required to complete all major work activities. The City and Design Team will review and comment on the Baseline Project Schedule. Contractor will revise the Baseline Project Schedule to the satisfaction of the City's Representative. No work will begin until the City accepts the Baseline Project Schedule.
- F. Contractor will submit a Schedule of Values based on the work and bids accepted from selected Subcontractors. These values will reflect the actual labor time, materials, profit and overhead for the Work or in accordance with Contractor's price book.

1.4. CONTROL OF THE WORK

Contractor will properly guard and protect all partially finished work and will be responsible for the Work until the entire Job Order is completed and accepted by the City. Any payment for completed portions of the Work will not release Contractor from this responsibility; however, he will turn over the entire Work in full compliance with the specifications or Job Order before final settlement is made. In case of suspension of the Work for any cause whatever, Contractor is responsible for the Project and will take all precautions necessary to prevent damage to the Project and will erect any necessary temporary structures, signs, or other facilities at no cost to the City.

- A. After all Work under the Job Order is completed, Contractor will remove all loose concrete, lumber, wire, reinforcing, debris and other materials not incorporated in the Work from the site of the Work.
- B. Unless the Job Order states that it is the responsibility of the City or a separate contractor, Contractor will provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities, other temporary facilities, temporary fencing, roll-offs, and dust control to permit Contractor to complete the Work consistent with the Job Order.

- C. Contractor will perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Job Order. Contractor will at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.
- D. Survey stakes and marks required for the completion of the construction shown on the plans and described in the specifications will be furnished by Contractor.
- E. Contractor, its designee or Contractor's Superintendent will be present at the Work at all times that construction activities are taking place.
 - 1. All elements of the Work, such as concrete work, pipe work, etc., will be under the direct supervision of a foreman or his designated representative on the Site who will have the authority to take actions required to properly carry out that particular element of the Work.
 - 2. In the event of noncompliance with Article 5.1, the City may require Contractor to stop or suspend the Work in whole or in part.
- F. Where the Job Order requires that a particular product be installed or applied by an applicator approved by the manufacturer, it is Contractor's responsibility to ensure the Subcontractor employed for the work is approved.
- G. Before ordering materials or doing work, Contractor and each Subcontractor will verify measurements at the Site and will be responsible for the correctness of these measurements. No extra charge or compensation will be allowed because of differences between actual dimensions and the dimensions indicated on the drawings; differences, which may be found, will be submitted to the City for resolution before proceeding with the Work.
- H. Contractor will take field measurements and verify field conditions and carefully compare these field measurements, conditions and other information known to Contractor with the Job Order before starting activities. Errors, inconsistencies or omissions discovered will be immediately reported to the City.
- I. Contractor will establish and maintain all building and construction grades, lines, levels, and benchmarks, and will be responsible for the accuracy and protection of these items. This work will be performed or supervised by an Arizona licensed civil engineer or surveyor.
- J. Any person employed by Contractor or any Subcontractor who, in the opinion of the City, does not perform his work in a proper, skillful and safe manner or is intemperate or disorderly will, at the written request of the City, be removed from the Work by Contractor or Subcontractor employing this person, and will not be employed again in any portion of the Work without the written approval of the City. Contractor or Subcontractor will hold the City harmless from damages or claims, which may occur in the enforcement of this Article.
- K. Contractor assumes responsibility for the proper performance of the Work of Subcontractors and any acts and omissions in connection with this performance. Nothing in the Contract Documents is intended or considered to create any legal

or contractual relationship between the City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

- L. Contractor will coordinate the activities of all Subcontractors. If the City performs other work on the Project or at the Site with separate contractors under the City's control, Contractor agrees to reasonably cooperate and coordinate its activities with those of the separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.
- M. On a daily basis, Contractor will prepare a Contractor's Daily Report. The City's CPM Project Inspector or the Public Works Project Coordinator will provide a sample report format to the Contractor. The report will detail the activities that took place during the course of the day, all equipment utilized and the number of hours operated, and all personnel on the Site including Subcontractors. Unless otherwise arranged, the Daily Reports will be submitted on a daily basis to the City's CPM Inspector or the Public Work's Project Coordinator. The Daily Reports will also be made available to the City's Representative upon request. Failure to provide Daily Reports as arranged or requested above will result in the retention of monthly progress payments until the Reports are brought up to date.
- N. In the event of noncompliance with this Article 1.4, the City may require Contractor to stop or suspend the construction in whole or in part. Any suspension due to Contractor's noncompliance will not be considered a basis for an increase in the Contract Price or extension of the Contract Time.

1.5. CONTROL OF THE WORK SITE

- A. Throughout all phases of construction, including suspension of the Work, Contractor will keep the Site reasonably free from debris, trash and construction wastes to permit Contractor to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Contractor will remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions of it to permit the City to occupy the Project or a portion of the Project for its intended use.
- B. Dust Control. Contractor will take whatever steps, procedures or means required to prevent abnormal dust conditions due to his construction operations in connection with this Contract. The dust control measures will be maintained at all times during construction of the Project(s) to the satisfaction of the City in accordance with the requirements of the Maricopa County Health Department Air Pollution Control Regulations and City of Scottsdale Supplement to M.A.G. Standard Specifications together with applicable provisions of Federal and State Law.
- C. Dust Control Coordinator. At any City construction site of 5 acres or more of disturbed surface area, subject to a permit issued by a Control Officer requiring control of PM-10 emissions from dust generating operations, Contractor must have at all times at the Site, at least 1 Dust Control Coordinator trained in accordance with the requirements of A.R.S. §49-474.05 during primary dust generating operations that is related to the purposes for which the Dust Control Permit was

issued. The Dust Control Coordinator must have full authority to ensure that dust control measures are implemented at the Site, including authority to conduct inspections, deploy dust suppression resources, and modify or shutdown activities as needed to control dust. The Dust Control Coordinator must be responsible for managing dust prevention and dust control on the Site, including the use of leaf blowers and street sweeping equipment. The Dust Control Coordinator must have a valid Dust Training Certification Identification Card readily accessible on the Site while acting as the Dust Control Coordinator.

The requirements described in the above Article do not apply if all 3 of the following circumstances are present:

1. The area of disturbed surface area is less than 5 acres.
2. The previously disturbed areas are stabilized in accordance with the requirements of any applicable County rules.
3. Contractor with the Dust Control Permit provides notice of the acreage stabilized to the County Control Officer.

On sites with greater than 1 acre of disturbed surface area, Contractor holding a Dust Control permit issued by a County Control Officer, who is required to obtain a single permit for multiple noncontiguous sites that is required to control PM-10 emissions from dust generating operations must have at least 1 individual who is designated as a Dust Control Coordinator. The Dust Control Coordinator must have a valid Dust Training Certification Identification Card readily accessible on the Site while acting as the Dust Control Coordinator. The Dust Control Coordinator must be present on Site at all times during primary dust generating activities that are related to the purposes for which the permit was issued.

A Subcontractor who is engaged in dust generating operations at a Site that is subject to a Dust Control Permit issued by a County Control Officer and that requires the control of PM-10 emissions from dust generating operations must register with the County Control Officer. The Subcontractor must have its registration number readily accessible on the Site while conducting any dust generating operations.

- D. Storage on Site. Only materials and equipment, which are to be used directly in the Work, will be brought to and stored on the Site by Contractor. When equipment is no longer required for the Work, it will be removed promptly from the Site. Protection of construction materials and equipment stored at the Site from weather, theft, damage and all other adversity is solely the responsibility of Contractor.
- E. Waste Products. Contractor is responsible for the cost to dispose of all waste products including excess earth material which will not be incorporated into the Work under this Contract. The waste product referred to will become the property of Contractor. Contractor will provide for the legal disposal at an appropriate off-site location for all waste products, debris, etc., and will make necessary arrangements for its disposal. Any disposal/dumping of waste products or unused materials will conform to applicable Federal, State and Local Regulations.
- F. Contractor will supervise and direct the Work. He will be solely responsible for the

means, methods, techniques, sequences and procedures of construction. Contractor will employ and maintain on the Job Site a qualified supervisor or superintendent who will have been designated in writing by Contractor as Contractor's Representative. The Representative will have full authority to act on behalf of Contractor and all communications given to the Representative will be as binding as if given to Contractor. The Representative will be present on the Site at all times as required to perform adequate supervision and coordination of the Work. Where appropriate all Provisions of M.A.G., Section 105.5, will be applicable.

- G. **Abnormal Weather.** In the event of abnormal weather conditions, such as windstorms, rainstorms, etc., Contractor will immediately inspect the Work Site and take all necessary actions to ensure public access and safety are maintained.
- H. **Damage to Property at the Site.** Contractor will be responsible for any and all damage or loss to property at the Site, except to the extent caused by the acts or omissions of the City or its representatives, employees or agents and not covered by insurance. The costs and expenses incurred by Contractor under this Article will be paid as a Cost of the Work to the extent that these costs and expenses are in excess of or are not covered by required insurance, and to the extent of any deductibles, but they will not increase the Contract Price.
- I. **Damage to Property of Others.** Contractor will avoid damage, as a result of Contractor's operations, to existing sidewalks, curbs, streets, alleys, pavements, utilities, adjacent property, the work of Separate Contractors and the property of the City. Contractor will repair any damage caused by the operations of Contractor, and these costs will be paid as a Cost of the Work to the extent that the costs and expenses are in excess of or are not covered by required insurance, and to the extent of any deductible, but they will not increase the Contract Price.
- J. **Failure of Contractor to Repair Damage.** After receiving and acknowledging 10 days written notice, if Contractor fails to commence the repair of damage to property as provided in Articles 1.5(I) and 1.5(J), and diligently pursue the repair, then the City may elect to repair the damages with its own forces and to deduct from payments due or to become due to Contractor, amounts paid or incurred by the City in correcting the damage (provided Contractor has not commenced such repair during this 10 day period).

1.6. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- A. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Contractor will review, approve and verify that all submittals meet the intent of the Contract Documents.
- B. Three (3) copies of each Shop Drawing, Product Data, Sample, and similar submittals required by the Contract Documents will be delivered to the City in compliance with the approved schedule so as to cause no delay in the Work or in the activities of the City or of separate contractors. Submittals made by Contractor,

which are not required by the Contract Documents, may be returned without action.

- C. Contractor will perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been approved by the City. All Work will be in compliance with approved submittals. Contractor will not be relieved of responsibility for any errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the City's approval. Deviation from the original specifications will be specifically noted on the submittal to the City and the City will be allowed 7 days to approve or reject any deviations.
- D. By approving, verifying and submitting Shop Drawings, Product Data, Samples and similar submittals, Contractor represents that Contractor has determined and verified materials, field measurements and field construction criteria, or will do so, and has checked and coordinated the information contained within the submittals with the requirements of the Work and of the Job Order.
- E. Contractor will not be relieved of responsibility for deviations from requirements of the Job Order by the City's approval of Shop Drawings, Product Data, Samples or similar submittals unless Contractor has specifically informed the City in writing of the deviation at the time of submittal and the City has given written approval to the specific deviation. Contractor will not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the City's approval.
- F. Contractor will direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the City on previous submittals.
- G. Informational submittals upon which the City is not expected to take responsive action may be so identified in the Contract Documents.
- H. When professional certification of performance criteria of materials, systems or equipment is required by the Job Order, the City will be entitled to rely upon the accuracy and completeness of the calculations and certifications.

1.7. QUALITY CONTROL, TESTING AND INSPECTION

- A. Inspection. The City's Inspectors may be stationed on the Work site to report to the City's Representative or his Designee as to the progress of the Work. The City's Representative or his Designee may also report as to the manner in which the Work is being performed and report whenever it appears that material furnished or Work performed by Contractor fails to fulfill the requirements of the specifications, this Contract or the Job Order. The Inspector may direct the attention of Contractor to any failure or infringement but this inspection will not relieve Contractor from any obligation to furnish acceptable materials or to provide completed construction that complies with the Contract or the Job Order in every way. The Inspector is for the purpose of assisting the City's Representative and should not be confused with an Inspector with a City regulatory agency or with an inspector from a laboratory under Article 1.8.

- B. In case of any dispute arising between the Inspector and Contractor as to material furnished or the manner of performing the Work, the Inspector will have the authority to reject materials or suspend the Work until the question and issue can be referred to and decided by the City. Inspectors are not authorized to revoke, alter, enlarge, relax, or release any requirements of the specifications. Inspectors will in no case act as foremen or perform other duties for Contractor or interfere with the management of the Work by Contractor.
- C. Inspection or supervision by the City's Representative or Designee will not be considered as direct control of the individual workman and his work. The direct control will be solely the responsibility of Contractor.
- D. The furnishing of these services for the City will not make the City responsible for or give the City control over construction means, methods, techniques, sequenced procedures or for safety precautions or programs or responsibility for Contractor's failure to perform the Work in compliance with the Contract Documents.

1.8. MATERIALS TESTING

All materials used in the Work will be new and unused, unless otherwise noted, and will meet all quality requirements of the Job Order.

- A. All construction materials to be used on the Work or incorporated into the Work, equipment, plant, tools, appliances or methods to be used in the Work may be subject to the inspection and approval or rejection of the City. Any materials rejected by the City will be removed immediately and replaced in a manner acceptable to the City at no further cost to the City.
- B. The procedures and methods used to sample and test material will be determined by the City. Unless otherwise specified, samples and test will be made in compliance with the following: The City of Scottsdale Minimum Sampling Frequency Guide, the City of Scottsdale Material Testing Manual and the standard methods of AASHTO or ASTM, DSPM and MAG supplements.
- C. The City will select a pre-qualified City or Independent Testing Laboratory and will pay for initial City Acceptance Testing.
 - 1. When the first and subsequent tests indicate noncompliance with the Job Order, the cost associated with that noncompliance will be paid for by Contractor.
 - 2. When the first and subsequent tests indicate noncompliance with the Job Order, all retesting will be performed by the same testing agency. The cost associated with the noncompliance will be paid by Contractor.
 - 3. Contractor will cooperate with the selected testing laboratory and all others responsible for the testing and inspecting of the Work and will provide them access to the Work at all times.
- D. At the option of the City, materials may be approved at the source of supply before

delivery is started.

- E. Code compliance testing and inspections required by codes or ordinances, or by a plan approval authority, and which are made by a legally constituted authority, will be the responsibility of and will be paid by Contractor, unless otherwise provided in the Job Order.
- F. Contractor's convenience and quality control testing and inspections will be the sole responsibility of Contractor and paid by Contractor.
- G. All soils and materials testing will be performed and paid for by the City. The City will order tests and distribute test results for all construction areas. The City will be responsible for ordering testing and will distribute test results within 24 hours of receipt.

1.9. PROJECT RECORD DOCUMENT/AS BUILTS

- A. During the construction period, Contractor will maintain at the jobsite a set of blueline or blackline prints of the Construction Document drawings and Shop Drawings for Project Record Document purposes.
 - 1. Contractor will mark these drawings to indicate the actual installation where the installation varies appreciably from the original Construction Documents. Contractor will give particular attention to information on concealed elements, which would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:
 - Dimensional changes to the drawings.
 - Revisions to details shown on drawings.
 - Depths of foundations below first floor.
 - Locations and depths of underground utilities.
 - Revisions to routing of piping and conduits.
 - Revisions to electrical circuitry.
 - Actual equipment locations.
 - Duct size and routing.
 - Locations of concealed internal utilities.
 - Changes made by Change Order.
 - Details not on original Contract Drawings.
 - 2. Contractor will mark completely and accurately Record Documents, prints of Construction Documents or Shop Drawings; whichever is the most capable of indicating the actual physical condition. Where Shop Drawings are marked, show cross-reference on the Construction Documents location.
 - 3. Contractor will mark Project Record Drawings sets with red erasable colored pencil.
 - 4. Contractor will note Request for Information (RFI) Numbers, American Standards Institute (ASI) Numbers and Adjustment Numbers, etc., as required to identify the source of the change to the Construction

Documents.

5. Contractor will at the time of Substantial Completion, submit Project Record Drawing prints and Shop Drawings to the City or its representative for review and comment.
- B. Immediately upon receipt of the reviewed Project Record Drawings from the City, Contractor will correct any deficiencies or omissions to the drawings and prepare the following for submission to the City:
1. A complete set of PDF electronic files of all Project Record Drawings prepared in Microstation format compatible with City of Scottsdale CADD requirements. If a Design Professional is contracted with, the Design Professional will provide files of the original Construction Documents to Contractor for use in preparing these final Record Documents, or Contractor may contract with the Design Professional to revise and update the electronic drawing files. Each drawing will be clearly marked with "As-Built Document" and shall be certified by an Arizona Registered Land Surveyor.
 2. A complete set of As-Built reproducible mylars from the final Microstation drawings and an electronic pdf file on CD are required.
 3. The original copy of the Project Record Drawings (redline mark-ups).

1.10. PROJECT SAFETY

- A. The Occupational Safety and Health Act (OSHA) and the City of Scottsdale loss control procedures are the minimum standard for safety and environmental protection and must be fully complied with at all times. All Work will be performed in compliance with all applicable federal, state and local laws, ordinances, statutes, rules and regulations including ADOSH policies and procedures. Contractor may be required to attend a City safety briefing session at the pre-construction meeting. The session will be attended by the Contract Administrator, the designated Risk Management staff, and a Contractor's Representative.

Contractors that violate the aforementioned rules and regulations may be subject to job shutdown and or removal from City facilities.

- B. The Risk Management Division makes available a packet which contains the City's OSHA compliance guidelines, emergency evacuation, the City's safety and health plan, and other safety information.
- C. Contractor will conduct tailgate safety meetings regularly to ensure that safety on the job is given priority.
- D. Contractor will contact the City's Representative and the Risk Management Division within 24 hours of the occurrence of an accident or injury arising out of Contractor's Work under this Contract.
- E. Contractor employees are encouraged to abate or remedy any unsafe act or

condition, which may arise in the course of Contractor's Work under this Contract.

- F. The City reserves the right to conduct safety audits at the Job Site and stop unsafe acts at any time. In addition, the City will be notified within 4 hours should any OSHA inspection occur at a City Job Site.
- G. Contractor recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to:
 - 1. All individuals at the Site, whether working or visiting;
 - 2. The Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site; and
 - 3. All other property at the Site or adjacent to the Site.
- H. Contractor assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.
- I. Contractor will, before commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Contractor's Safety Representative will be an individual stationed at the Site who may have responsibilities on the Project in addition to safety.
- J. Contractor must provide OSHA 300A Summary log information including total recordable cases, total case rates, and lost workday incident rates for the past 2 calendar years. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Contractor's personnel, Subcontractors and others as applicable.
- K. Contractor will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to City's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-governmental authorities having jurisdiction over safety-related matters involving the Project or the Work.
- L. Contractor's responsibility for safety under this Article 1.10 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for:
 - 1. Complying with all Legal Requirements, including those related to health and safety matters; and
 - 2. Taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.
- M. Contractor and Subcontractors must agree to provide Material Safety Data Sheets for all substances that are delivered to the City of Scottsdale, that come under the

Occupational Safety and Health Administration Toxic and Hazardous Substances – Hazard Communication Standard, 29 CFR 1910.1200 Hazard Communication (reference Occupational Safety and Health Standards, Subpart Z Toxic and Hazardous Substances – Hazardous Communication Standard).

All Contractors and all Subcontractors using chemicals on City of Scottsdale property shall use only the safest chemicals, with the least harmful ingredients. These chemicals shall be approved for use by a City of Scottsdale representative before bringing them on the property.

Contractor and all Subcontractors shall make every attempt to apply approved chemicals with highly volatile organic compounds, outside of working hours. Adequate ventilation will be used at all times during the application of these approved chemicals.

In conjunction with the Occupational Safety and Health Standards, Subpart Z Toxic and Hazardous Substances – Hazard Communication Standard, 29 CFR 1910.1200 Hazard Communication, Contractor and Subcontractors are informed of the presence of (or possible presence of) chemicals in the area where the Work requested will be performed. It is the responsibility of Contractor or all selected Subcontractors to contact the City of Scottsdale for specific information relative to the type of chemicals present and location of appropriate Material Safety Data Sheets.

Unless included in the Work, if Contractor encounters onsite material which he reasonably believes to contain asbestos, polychlorinated biphenyl (PCB), or other hazardous substances or materials regulated by Public Health Laws, it will immediately stop Work and report the condition to the City.

If the material is found to contain asbestos, PCB or other hazardous substances or materials regulated by Public Health Laws, Contractor will not resume Work in the affected area until the material has been abated or rendered harmless. Contractor and the City may agree, in writing, to continue Work in non-affected areas onsite. An extension of the Contract Time may be granted as provided in Article 5.

1.11. WARRANTY

The provisions of M.A.G., Section 108.8 will apply with the following additional requirements:

Should Contractor fail to begin repairs or corrective work within 14 calendar days after receipt of written notice from the City, the City may perform the necessary work and Contractor agrees to reimburse the City for the actual cost.

The warranty period on any part of the Work repaired or replaced will be extended for a period of 1 year from the date of the repair or replacement.

This warranty will not apply to damage caused by normal wear and tear or by acts beyond Contractor's control.

- A. Contractor's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work by persons other than Contractor or anyone for whose acts Contractor may be liable.
- B. Contractor's warranty obligation will be for 1 year.
- C. Nothing in this warranty is intended to limit any manufacturer's warranty which provides the City with greater warranty rights than those found in this Article 1.11 or the Contract Documents. Contractor will provide the City with all manufacturers' warranties upon Substantial Completion of each Job Order.

1.12. CORRECTION OF DEFECTIVE WORK

- A. Contractor agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Article 1.11 above, within a period of 1 year from the date of Substantial Completion of the Work or any portion of the Work, or within any longer period to the extent required by the Contract Documents. All removal/replacement work, as directed by the City to Contractor, in compliance with this Contract, MAG standards and City codes will have cost determinations by the City and be issued as a deduct or change order to the Project. A Progress Payment, or partial or entire use or occupancy of the Project by the City will not constitute acceptance of Work not in accordance with the Contract Documents.

During the Work, Contractor shall take meaningful steps to begin correction of any nonconforming Work as notified by the City. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Contractor fails to begin the necessary steps during the Work, the City, in addition to any other remedies provided under the Contract Documents, may provide Contractor with written notice that the City will commence correction of any nonconforming Work with its own forces.

Contractor shall take meaningful steps to begin correction of nonconforming Work subject to Article 1.11 above. These measures include but are not limited to timely correction of the Work. If Contractor fails to initiate necessary measures for this Work within 7 days of receipt of written notice from the City, the City, in addition to any other remedies provided under the Contract Documents, may provide Contractor with written notice that the City will begin correction of the nonconforming Work with its own forces.

- B. If the City does perform this corrective Work, Contractor will be responsible for all reasonable costs incurred by the City in performing the correction.
- C. Contractor shall immediately respond to any nonconforming Work that creates an emergency.
- D. The 1 year period referenced in Article 1.11 above applies only to Contractor's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies the City may have regarding Contractor's other obligations under the Contract Documents.

1.13. SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS

- A. Contractor shall select major Subcontractors and major Suppliers, subject to first obtaining the City's approval. Major Subcontractors may be selected based on qualifications or a combination of qualifications and price. Subcontractors must not be selected based on price alone. Except as noted below, the selection of major Subcontractors/Suppliers is the responsibility of Contractor, but the City must approve in writing the selection of all Subcontractors. In any case, Contractor is solely responsible for the performance of the selected Subcontractors/Suppliers.
1. Contractor shall prepare a Subcontractor/Supplier selection plan and submit the plan to the City for approval or Contractor may use the City's plan as described in Article 1.13(B). This Subcontractor selection plan will identify those Subcontractor trades anticipated to be selected by qualifications only as provided in Article 1.13(B) and those Subcontractor trades anticipated to be selected by qualifications and competitive bid as provided in Article 1.13(C). This plan will also identify those Subcontractors that will not be selected through a formalized qualifications-based selection process. The Subcontractor selection plan must be consistent with the selection requirements included in this Contract.
- B. **Selection by qualifications only** - The City may approve the selection of a Subcontractor(s) or Supplier(s) based only on their qualifications when Contractor can demonstrate it is in the best interest of the Project.
1. Contractor will apply the Subcontractor selection plan approved by the City in the evaluation of the qualifications of a Subcontractor(s) or Supplier(s) and provide the City with its review and recommendation. The selection plan will be Contractor's own selection plan approved by the City or the City's selection plan as provided in this Article 1.13(B).
 2. Contractor will negotiate costs for services/supplies from the Subcontractor(s)/Supplier(s) under the approved qualifications only method.

City Selection Plan:

3. Contractor may elect to comply with the following City procedures in its selection of Subcontractor(s) or Suppliers(s) based on qualifications only:
 - a. The Request for Qualifications (RFQ) will contain the best description of the services or material desired; and
 - b. A statement that only unpriced statements of qualifications will be considered; and
 - c. State the requirements for the project, such as drawings and descriptive literature; and
 - d. State the criteria for evaluating the qualifications; and

- e. A closing date and time for receipt of a statement of qualifications and the location where the statements should be delivered or mailed; and
 - f. A statement that discussions may be held; and
 - g. A statement that only statements of qualifications determined to be acceptable will be considered for award.
- 4. The RFQ may be amended after the submission of the statements of qualifications. Any amendment will be distributed only to bidders who submitted statements of qualifications. Those bidders will be permitted to submit new unpriced statements of qualifications or to amend statements already submitted.
 - 5. Statements of Qualifications will not be opened publicly but will be opened in the presence of Contractor. The contents of unpriced statements of qualifications will not be disclosed to unauthorized persons.
 - 6. Statements of Qualifications will be evaluated solely in accordance with the criteria stated in the RFQ and will be determined to be either acceptable for further consideration or unacceptable. A determination that the statement is unacceptable shall be in writing, state the basis of the determination and be retained by Contractor. Contractor will notify the bidder of the determination and the bidder will not be given an opportunity to amend its statement of qualifications further.
 - 7. Contractor may conduct discussions with any bidder who submits an acceptable or potentially acceptable statement of qualifications. During discussions, Contractor will not disclose any information derived from any other bidder's statement of qualifications.
 - 8. Contractor will negotiate costs for services/supplies from the Subcontractor(s)/Supplier(s) selected under this method.
- C. **Selection by qualifications and competitive bid** – Contractor will apply the City's Subcontractor selection plan stated above or Contractor's selection plan, if previously approved by the City, in Contractor's evaluation of the qualifications of Subcontractor(s)/Supplier(s) and will provide the City with the selected process to prequalify prospective Subcontractors/Suppliers. Selection may not be based on price alone. All Work by major Subcontractors and major Suppliers will then be competitively bid to the prequalified Subcontractors unless a Subcontractor or Supplier was selected in accordance with Article 1.13(B) above. Contractor may elect to comply with the following procedures in step 2 of its competitive bid process.
- 1. Contractor will develop Subcontractor and Supplier interest, submit the names of a minimum of 3 qualified Subcontractors or Suppliers for each trade in the Project and solicit bids for the various Work categories. If there are not 3 qualified Subcontractors/Suppliers available for a specific trade

or there are extenuating circumstances, Contractor may request approval by the City to submit less than 3 names. Without first giving written notice to the City, no change in the recommended Subcontractors/Suppliers will be allowed.

2. If the City objects to any nominated Subcontractor/Supplier or to any self-performed Work for good reason, Contractor will nominate a substitute Subcontractor/Supplier that is acceptable to the City.
 3. Contractor will distribute Drawings and Specifications, and when appropriate, conduct a prebid conference with prospective Subcontractors and Suppliers. Contractor will then review the price bids submitted by Subcontractors and Suppliers and make its selection based on the responsive and responsible bidder with the lowest price.
 4. If Contractor desires to self-perform certain portions of the Work, it must request to be one of the approved Subcontractor bidders for those specific bid packages. Contractor's bid will be evaluated in accordance with the process identified in the Invitation for Bids. If events warrant and the City concurs that in order to ensure compliance with the Project Schedule or cost, Contractor may self-perform Work without bidding or re-bidding the Work. (For horizontal construction, as defined in A.R.S. § 34-101(15), Contractor must self-perform not less than 45% of the Work as required by A.R.S. § 34-603(I) (3).)
- D. If after receipt of sub-bids or after award of Subcontractors and Suppliers, the City objects to any nominated Subcontractor/Supplier or to any self-performed Work for good reason, Contractor will nominate a substitute Subcontractor or Supplier, preferably if this option is still available, from those who submitted Subcontractor bids for the Work affected. Once the substitute Subcontractors and Suppliers are consented to by the City, Contractor's proposed price for the Work or portion of the Work will be correspondingly adjusted to reflect any higher or lower costs from any substitution. Under no circumstances will the City's objection or comment on any Subcontractor or Supplier relieve Contractor of its sole responsibility for control over the methods, means and processes by which the Work is accomplished. The City must approve in writing the selected Subcontractor Selection Plan before work commences on any Job Order.

ARTICLE 2 - CITY'S SERVICES AND RESPONSIBILITIES

2.1 INFORMATION AND SERVICES

- A. The City will furnish Contractor, at no cost to Contractor, the following information or services for this Project:
1. One copy of data pertinent to the Work. However, Contractor will be responsible for searching the records and requesting information required for the Project.
 2. All available data and information relative to policies, standards, criteria, studies, etc.

3. Project funding and budget allocations and any changes affecting the funding or budget allocations.
4. For purpose of determining the Job Order Price, any Plans and Specifications.
5. For purpose of Project Record Drawings, a CADD file of the Construction Documents in Microstation format compatible with City of Scottsdale CADD requirements.

2.2 CITY'S REPRESENTATIVE

- A. The City's Representative will be responsible for providing City-supplied information and approvals in a timely manner to permit Contractor to fulfill its obligations under the Contract Documents.

2.3 DESIGN PROFESSIONAL SERVICES

- A. The City may contract separately with one or more Design Professionals to provide architectural or engineering design of the Project in accordance with the provisions of A.R.S. §34-603.
- B. The City may contract with the Design Professional to provide some or all of the following services during the performance of the Work:
 1. The Design Professional may provide administration of the Work. The City and Contractor will endeavor to communicate through the Design Professional. Communications by and with the Design Professional's consultants will be through the Design Professional.
 2. The Design Professional may visit the Site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in accordance with the Contract Documents. The Design Professional will keep the City informed of progress of the Work and will endeavor to guard the City against defects and deficiencies in the Work.
 3. Upon Contractor's submittals, the Design Professional may review and approve or take other appropriate action on submittals as Shop Drawings, Product Data and Samples in accordance with Article 1.6.
 4. All drawings produced for projects considered to be performed under Contractor are the property of the City and are owned in whole by the City for any and all future use and considerations.

2.4 CITY'S SEPARATE CONTRACTORS

The City is responsible for all Work performed on the Project or at the Site by separate contractors under the City's control. The City will contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with

Contractor in order to enable Contractor to timely complete the Work consistent with the Contract Documents. Contractor agrees to reasonably cooperate and coordinate its activities with those of the separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.5 FURNISHING OF SERVICES AND INFORMATION

- A. The City will be responsible for the payment or waiver of the following:
1. City review and permit(s) fees for building, encroachment, and demolition permits including City, State and County.
 2. City review fees for grading and drainage, water, sewer and landscaping.
 3. Utility design fees or permanent services fees are paid by the City, but all submittals are the responsibility of Contractor.
 4. Obtaining Nationwide 404 Permits.
 5. City Development Fees.
- B. Unless expressly stated to the contrary in the Contract Documents, the City will provide, at its own cost and expense, for Contractor's information the following:
1. To the extent available, surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;
 2. Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, necessary to permit the proper design and construction of the Project and enable Contractor to perform the Work;
 3. A legal description and Street or Physical address of the Site;
 4. To the extent available, as-built record or historical drawings of any existing structures at the Site;
 5. To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including hazardous materials, in existence at the Site; and
 6. To the extent available, Geotechnical studies describing subsurface conditions and other surveys describing other latent or concealed physical conditions at the Site.

The City will provide all City standards and guidelines, supplementary conditions and special provisions that will be included in the plans and specifications for the Project. These may include but are not limited to: disposal of surplus material, special security provisions, investigation of underground facilities, traffic controls and regulations, special quality control testing and termite treatment requirements.

2.6 PROJECT MANAGEMENT SERVICES

- A. The City may contract separately with one or more Technical Consultants to provide project management assistance for the Project. The Technical Consultant's contract as well as contracts with other firms hired by the City will be furnished to Contractor. Contractor will not have any right, however, to limit or restrict any Contract Modifications that are mutually acceptable to the City and Technical Consultant.
- B. The Technical Consultant services will augment the City staffing resources to effectively manage the objectives of the City and this Project with the goal of managing the key Project communication, cost and time parameters.
- C. The Technical Consultant may provide preprogramming and design standards.
- D. The City may contract with the Technical Consultant to provide any or all of the services or functions of the City's project manager during the performance of the construction:

2.7 PERMIT REVIEW AND INSPECTIONS

For clarification, permitting activities are handled by the City of Scottsdale Developmental Services, Fire and Planning Departments. Obtaining any permits and submittals are the responsibility of the City.

2.8 UTILITY COMPANY COORDINATION

Contractor will be responsible for coordinating utility design work for permanent service to the Project and will ensure that the work takes place in a timely manner and does not impact the Project Schedule. Any utility design fees for permanent services to a Job Order will be paid by the City in accordance with Article 2.6.

ARTICLE 3 - CONTRACT TIME AND JOB ORDER TIME

3.1 CONTRACT TIME

- A. Contract Time for this Job Order Contract will commence on the Effective Date and will be for two years, with the option to extend for three additional years in one-year increments.
 - 1. The option to extend may be exercised based on Contractor's successful performance and the needs of the City.
 - 2. A Contract Modification will be processed for each extension and will commence on or about the anniversary date of the Contract. Each extension must be authorized by the Contract Administrator and Purchasing Director. If the City Council has approved this Contract, a subsequent Contract Modification that is limited to extending the Contract Time pursuant this Article 3.1 does not require additional approval from the City Council.

- B. The Contract will remain in full force and effect during the performance of any Job Order.

3.2 JOB ORDER TIME

- A. Job Orders may be issued at any time during the term of this Contract.
- B. Each individual Job Order will include a Job Order Notice to Proceed date, Duration of the Work as determined in accordance with this Article 3.2 and a calculated Substantial Completion date.
- C. Contractor agrees that it will commence performance of the Work and achieve each individual Job Order Time.
- D. Each Job Order Time will be subject to adjustment in accordance with Article 5.

3.3 SUBSTANTIAL COMPLETION

- A. Substantial Completion of each Job Order is when all construction has been completed with the exception of final inspection punch list work. The purpose of granting or acknowledging substantial completion is to stop Job Order Time.
- B. Before notifying the City in accordance to Article 3.3(C), Contractor will inspect the Work and prepare and submit to the City a comprehensive list of items to be completed or corrected. Contractor will proceed promptly to complete and correct items on the list. Failure to include an item on the list does not alter the responsibility of Contractor to complete all Work in accordance with the Contract Documents.
- C. Contractor will notify the City when it believes a Job Order, or to the extent permitted in the Contract Documents, a portion of the Job Order, is substantially complete.
- D. Within 5 days of the City's receipt of Contractor's notice, the City and Contractor will jointly inspect the Work to verify that it is substantially complete in accordance with the requirements of the Contract Documents.
- E. If the Work is substantially complete, the City will prepare and issue a Certificate of Substantial Completion that will state:
 - 1. The date of Substantial Completion of the Work or portion of the Work;
 - 2. The remaining items of Work that have to be completed within 30 calendar days before Final Acceptance;
 - 3. Provisions (to the extent not already provided in the Contract Documents) establishing the City's and Contractor's responsibility for the Project's security, maintenance, utilities and insurance pending Final Acceptance.
- F. The City, at its option, may use a portion of the Work which has been determined

to be substantially complete provided, however, that:

1. Certificate of Substantial Completion has been issued for the portion of Work addressing the items in Article 3.3(E) (2);
2. Contractor and the City have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and
3. The City and Contractor agree that the City's use or occupancy will not interfere with Contractor's completion of the remaining Work.

3.4 PUNCH LIST PREPARATION

A minimum of 7 days before Substantial Completion Contractor, in conjunction with the City, will prepare a comprehensive list of Punch List items, which the City may edit and supplement. Contractor will proceed promptly to complete and correct the Punch List items. Failure to include an item on the Punch List does not alter the responsibility of Contractor to complete all Work in accordance with the Contract Documents. Warranties required by the Contract Documents will not commence until the date of Final Acceptance unless otherwise provided in the Contract Documents. Seven (7) days before the City issues its Final Acceptance Letter, Contractor will deliver to the City all Operation and Maintenance Manuals necessary for the City to assume responsibility for the operation and maintenance of that portion of the Work.

3.5 FINAL ACCEPTANCE

Upon receipt of written notice that the Work or identified portions of the Work is ready for final inspection and acceptance the City and Contractor will jointly inspect to verify that the remaining items of Work have been completed as provided in Article 3.3(E). The City will issue a Final Acceptance Letter.

3.6 LIQUIDATED DAMAGES

- A. Contractor understands that if Substantial Completion is not attained within the Job Order Time of the Work as may be adjusted for each Job Order, the City will suffer damages, based on the anticipated loss caused by the breach and the difficulty in determining and accurately specifying the damages. Contractor agrees that if Substantial Completion is not attained within the Job Order Time as adjusted, Contractor will pay the City the amount prescribed in Article 3.6(B) below as liquidated damages for each Day that Substantial Completion extends beyond the date determined by the Job Order Time as adjusted.
- B. The following will be the liquidated damages for each Job Order unless a specific amount has been determined for each individual Job Order.

LIQUIDATED DAMAGES

Original Job Order Amount		Daily Charges
From more than	To and including	Calendar Day or Fixed Date
\$00	\$25,000	\$200
25,001	50,000	250

50,001	100,000	280
100,001	500,000	430
500,001	750,000	500
750,001	1,000,000	570
1,000,001	1,250,000	610
1,250,001	1,500,000	650

ARTICLE 4- CONTRACT PRICE AND JOB ORDER PRICE

4.1 CONTRACT PRICE

This Contract will have a maximum contract amount of \$6,000,000.00 for the initial two-year term and \$3,000,000.00 for any one-year renewal term. The Contractor agrees at its own cost and expense, to do all the Work as specified in the Contract Documents and any Work contingent to the Contract and necessary for the construction of the improvements. The Contractor will completely construct the Work and install the materials, free and clear of all claims, liens, and charges of any kind, in the manner and under the conditions specified within the time or times stated in each Job Order.

- A. In no event will any individual Job Order Price exceed \$2,000,000.00. If the City opts to extend this Contract in accordance with Article 3.1(A), the Contract Modification may increase the maximum amount, if necessary, at that time.
- B. The Job Order Price is subject to adjustments made in accordance with Article 5.
- C. Unless otherwise provided in the Contract Documents, the Job Order Price is considered to include all sales, use, consumer and other taxes throughout the term of this Contract, whether or not yet effective or merely scheduled to go into effect.
- D. Contractor must secure and maintain, during the life of the Contract, State of Arizona and City of Scottsdale Transaction Privilege (sales) Tax Licenses.

To obtain a State of Arizona Privilege (Sales) Tax License Application, please go to the following website:

<https://azdor.gov/transaction-privilege-tax/tpt-license/applying-tpt-license>

To obtain a City of Scottsdale Transaction (Sales) Tax License Application, please go to the following website:

<http://www.scottsdaleaz.gov/taxes/>

Contractor must demonstrate compliance with the E-Verify Program as provided in Article 11.34 and as required by A.R.S. §41-1080 before issuance of any License by the City.

4.2 RESPONSIBILITY FOR PRIVILEGE (SALES) TAXES

- A. Contractor is responsible for payment of all applicable State of Arizona and City of Scottsdale transaction privilege (sales) taxes due on construction income whether

or not these taxes are specifically separated in the bid amount. The taxes are to be reported on either a progressive billing (accrual) basis or cash receipts basis, depending on the method chosen at the time application was made for the Privilege (sales) Tax License.

City Privilege (sales) tax exemptions/deductions may be applicable to certain projects. Contractor is advised to consider this as it prepares its bid. Please review, in detail, Sections 415, 465, and 110 of the Scottsdale Revised City Code, Appendix C to determine if exemptions/ deductions are applicable. For tax guidance, please reference the City Code and other tax resources at the following website:

<http://www.scottsdaleaz.gov/taxes/>

The State of Arizona has similar exemptions; please reference A.R.S. Title 42 at the following website:

<http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp?Title=42>

For further questions regarding tax treatment, please contact the Arizona Department of Revenue at 602-255-2060 and the City of Scottsdale Tax & Audit Section at 480-312-2768.

ARTICLE 5 - CHANGES TO THE CONTRACT PRICE AND TIME

5.1 DELAYS TO THE WORK

- A. Delays may be compensable, concurrent, excusable or non-excusable as defined in Article 12.
- B. If Contractor is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Contractor is responsible, the Contract Times for performance may be reasonably extended by Job Order Adjustment.
- C. Contractor must request an increase in the Job Order Time by written notice including an estimate of the probable effect of delay on progress of the Work. In the case of a continuing delay only one request is necessary.
- D. Written notice will be received within 5 days of the commencement of the cause of the delay.
 - 1. If written notice is received more than 5 days after commencement of the cause of the delay, the period of delay will be considered to commence 14 days before the giving of any notice.
- E. If adverse weather conditions are the basis for a request for additional Job Order Time, the requests shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

- F. Permitting Contractor to proceed to complete any Work, or any part of the Work, after the date to which the time of completion may have been extended, will in no way act as a waiver on the part of the City of any of its legal rights.
- G. In the event that Contractor sustains damages as a result of expenses incurred by a delay for which the City is responsible, Contractor and the City will negotiate to determine the amount of any damages. This provision is made in accordance with Arizona Revised Statutes Section 34-607 (E) and is effective only if the delay caused by the City is unreasonable under the circumstances and was not within the contemplation of the parties. This provision will not be construed to void any provision of this Contract pertaining to notice of delays, arbitration or other settlement provisions applicable to disputes, or provisions relating to liquidated damages.
- H. In addition to Contractor's right to a time extension for those events stated in this Article 5.1, Contractor may also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price will not be adjusted for those events stated in this Article that are beyond the control of both Contractor and the City, including the events of war, acts of terrorism, floods, labor disputes (but not including Contractor's own work force and those of its subcontractors), earthquakes, epidemics, excessive inclement weather conditions not reasonably anticipated.

5.2 DIFFERING SITE CONDITIONS

- 5.2.1. If Contractor encounters a Differing Site Condition(s), Contractor may be entitled to an adjustment in the Contract Price or Contract Time(s) to the extent Contractor's cost or time of performance are the direct result of a Differing Site Condition(s).
- 5.2.2. Upon encountering a Differing Site Condition, Contractor shall provide prompt written notice to the City of the condition, which notice will not be later than 7 days after the condition has been encountered. Final costs must be submitted within thirty (30) days after notice is received by the City, unless extended by written agreement of the parties. Contractor must give the City's Contract Administrator written notice of and an opportunity to observe, such condition before disturbing or altering the Differing Site conditions. The failure of Contractor to give written notice and make the Claim as required by this Article and Article 7.1.5 shall constitute a waiver by Contractor of any rights arising out of or relating to such Differing Site Conditions. (Final costs must be submitted within thirty (30) days after notice is received by the City, unless extended by written agreement of the parties.)
- 5.2.3. In order for the JOC to obtain any additional compensation or time extensions for Differing Site Conditions, the JOC must demonstrate that it encountered a material difference at the Site, as defined in Article 13, that required it to expend additional cost or time. The JOC will also establish that it actually and reasonably relied upon the representations found in the Contract Documents concerning the Site conditions.

5.3 APPLICATION FOR EXTENSION OF TIME

5.3.1 If performance by Contractor is delayed for a reason set forth in Article 5, Contractor may be allowed a reasonable extension of time in conformance with this Article. Before Contractor's time extension request may be considered, Contractor shall notify the City of the condition which allegedly has caused or is causing the delay, and shall submit a written application to the City identifying:

1. Liquidated damage assessment rate, as specified in the Contract;
2. Original Job Order Price;
3. The original Contract start date and completion date;
4. Any previous time extensions granted (number and duration); and
5. The extension of time requested.

5.3.2 In addition, the application for extension of time shall set forth in detail:

1. The nature of each alleged cause of delay in completing the Work;
2. The date upon which each such cause of delay began and ended and the number of dates attributable to each such cause;
3. A statement that Contractor waives all claims except for those delineated in the application, and the particulars of any claims which Contractor does not agree to waive. For time extensions for Substantial Completion and final completion payments, the application shall include a detailed statement of the dollar amounts of each claim item reserved; and
4. A statement indicating Contractor's understanding that the time extension is granted only for purposes of permitting continuation of Contract performance and payment for Work performed and that the City retains its right to conduct an investigation and assess liquidated damages as appropriate in the future.

5.4 ERRORS, DISCREPANCIES AND OMISSIONS. If Contractor observes errors, discrepancies or omissions in the Contract Documents, it will promptly notify the City and request clarification. Contractor will provide a copy of this notice to the City's Representative.

B. If Contractor proceeds with the Work affected by the errors, discrepancies or omissions, without receiving any clarifications, it does so at its own risk. Adjustments involving these circumstances made by Contractor before clarification by the Design Professional will be at Contractor's risk.

5.5 CITY REQUESTED CHANGE IN WORK

A. The City reserves the right to make, at any time during the progress of the Work, any alterations as may be found necessary or desirable.

- B. These alterations and changes will not invalidate this Contract nor release the surety and Contractor agrees to perform the Work as altered, the same as if it had been a part of the original Contract Documents. Contractor will notify the surety of the changes and will assure that the alternations and changes are adequately covered by the surety bond.
- C. The City will request a proposal for a change in Work from Contractor, and an adjustment in the Contract Price or Contract Times will be made based on a mutual agreed upon cost and time.

5.6 LEGAL REQUIREMENTS

The Job Order Price or Job Order Times will be adjusted to compensate Contractor for the effects of any changes in the Legal Requirements enacted after the date of the Contract affecting the performance of the Work.

5.7 JOB ORDER ADJUSTMENTS

- A. In accordance with Scottsdale Revised Code §2-200 and related Rules and Procedures, the City and Contractor will negotiate in good faith and as expeditiously as possible the appropriate Adjustments to the Contract. Upon reaching an agreement, the parties will prepare and execute an appropriate Adjustment reflecting the terms of their agreement. The change in Work may or may not include an Adjustment in the Job Order Price or Job Order Time.
- B. All changes in Work authorized by Job Order Adjustments will be performed under the conditions of the Contract Documents. The decision to make an Adjustment in the Contract rests solely with the City and any decision to make a Contract Adjustment must be promptly complied with by Contractor, subject to the provisions of Article 5.8.
- C. The execution of a Job Order Adjustment by Contractor shall constitute conclusive evidence of Contractor's agreement to the ordered changes in work, this Contract as thus amended, the Contract Price, and the time for performance by Contractor. Contractor, by executing the Job Order Adjustment, waives and forever releases any claim against the City for any additional time or compensation for matters relating to, arising out of, or resulting from the work included within or affected by the executed Job Order Adjustment of which Contractor knew or should have known.

5.8 UNILATERAL DETERMINATION OF CHANGE ORDER VALUE

If no mutual agreement occurs between the City and Contractor, the change in Contract Price, if any, shall be derived by determining the reasonable actual costs incurred or savings achieved, resulting from revisions to the Work. Such reasonable actual costs or savings shall include a component for direct job site overhead and profit but shall not include home-office overhead or other indirect costs and components. The calculation of actual costs shall conform to the markup schedule in Article 5.12 below. Any such costs or savings shall be documented in the format and with such content and detail as the City requires. Contractor shall promptly submit such documentation and other

backup as the City may require in evaluating the actual costs incurred.

5.9 ADDITIONAL CHANGE ORDER COST REQUIREMENTS

Contractor's or Subcontractor's submittals shall include the cost of materials, sales tax, and the cost of all transport. The cost of items listed shall be directly related to the Job Order Adjustment. Indirect costs not specifically related to the Job Order Adjustment shall not be considered. Contractor's or Subcontractor's Direct Labor Costs shall be limited to the hourly rate of directly involved workmen, employer contributions toward Contractor standard benefits, pensions, unemployment or social security (if any), and employer costs for paid sick and annual leave. Contractor's or Subcontractor's Overhead shall include license fees, bond premiums, supervision, wages of timekeepers and clerks, incidentals, home and field office expense, and vehicle expense directly related to the Project, and all other direct Project expenses not included in Contractor's material, direct labor, and equipment costs.

5.9.1 The allowance for overhead and profit shall be limited to the following schedule:

1. For Contractor, for any work performed by Contractor's own forces, fifteen (15%) percent of the Subtotal of Costs to Contractor.
2. For Contractor, for any work performed by its Subcontractor, six (6%) percent of the amount due to the Subcontractor.
3. For each Subcontractor or Sub-subcontractor involved, for any work performed by their own forces, fifteen (15%) of their materials and direct labor costs.
4. For each Subcontractor, for work performed by its Sub-Subcontractor(s), six (6%) percent of the amount due to the Sub-subcontractor.

5.10 LIMITATION OF COMPENSABLE ITEMS

5.10.1 For Job Order Adjustment, the total cost or credit to the City shall be based on the following schedule:

1. Contractor's Materials Costs.
2. Contractor's Direct Labor Costs.
3. Contractor's Equipment Costs (includes owned/rented equipment).
4. Applicable Subcontractor Costs.
5. Subtotal of Costs to Contractor.
6. Contractor's Overhead and Profit.
7. Total Cost or Credit to the City.

5.11 FIELD ORDERS

- A. The City has authority to initiate Field Orders that do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Field Orders will be made by written order and will be binding on the City and Contractor. Contractor will carry out any written orders promptly.
- B. Field Orders will not involve an Adjustment in the Job Order Price or Job Order Times unless or until it becomes a Contract Adjustment.
- C. Contractor may make minor changes in the Work, provided, however that Contractor will promptly inform the City, in writing, of any changes and record the changes, if appropriate, on the Project Record Documents maintained by Contractor.

5.12 JOB ORDER PRICE ADJUSTMENTS

- A. The increase or decrease in Job Order Price resulting from a change in the Work will be determined by one or more of the following methods:
 - 1. Unit prices stated in the Contract or as subsequently agreed to between the parties;
 - 2. A mutually agreed upon accepted, lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by the City, and
 - 3. Costs, fees and any other markups.
- B. If an increase or decrease cannot be agreed to as stated in Article 5.8(A) (1) through Article 5.8(A) (3) the cost of the change of the Work will be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be stated in the Contract. Contractor will maintain a documented, itemized accounting evidencing the expenses and savings associated with these changes.
- C. If unit prices are stated in the Contract Documents or are later agreed to by the parties, but application of the unit prices will cause substantial inequity to the City or Contractor because of differences in the character or quantity of the unit items as originally contemplated, the unit prices will be equitably adjusted.
- D. If the City and Contractor disagree upon whether Contractor is entitled to be paid for any services required by the City, the amount to be paid, other disagreements over the Scope of Work, proposed changes to the Work, the time required to complete the Work, the City and Contractor will resolve the disagreements in accordance with Article 7.
 - 1. As part of the negotiation process, Contractor will furnish the City with a good faith estimate of the costs to perform the disputed services, or the additional time required in accordance with the City's interpretations.

2. If the parties are unable to agree and the City expects Contractor to perform the services in accordance with the City's interpretations, Contractor will proceed to perform the disputed services, conditioned upon the City issuing a written order to Contractor:

- (a) directing Contractor to proceed; and

- (b) specifying the City's interpretation of the services that are to be performed.

- E. Emergencies. In any emergency affecting the safety of persons or property, Contractor will act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Job Order Price or Job Order Time(s) resulting from emergency work under this Article 5.8(F) will be determined as provided in this Article 5.

ARTICLE 6- PROCEDURE FOR PAYMENT

6.1 JOB ORDER PAYMENT REQUEST

- A. At the pre-construction conference prescribed in Article 1.3, Contractor will submit for the City's review and approval a Schedule of Values. The Schedule of Values will include values for all items comprising the Job Order Price and will serve as the basis for monthly progress payments made to Contractor throughout the Work.
- B. At least 5 working days before the date established for a progress payment, Contractor will meet with the City's Representative to review the progress of the Work, as it will be reflected on the Job Order Payment Request.
- C. The Job Order Payment Request will constitute Contractor's representation that the Work has been performed consistent with the Contract Documents, has progressed to the point indicated in the Job Order Payment Request, and that title to all Work will pass to City free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project.

6.2 PARTIAL PAYMENTS

- A. Partial payment will be made for Job Orders with Job Order Time greater than 30 Days and may be made if the Job Order Time is less than 30 Days.
- B. The Job Order Payment Request may request payment for equipment and materials not yet incorporated into the Project if construction progress is in reasonable conformance with the approved schedule.
- C. For equipment and materials suitably stored at the Site, the equipment and materials will be protected by suitable insurance and the City will receive the equipment and materials free and clear of all liens and encumbrances.
 1. For materials and equipment stored off the Site, the City must approve the storage. The material and equipment must be stored within Maricopa County and be accessible for the City's inspection. Title to the materials and equipment will include applicable insurance, bonding, storage and

transportation to the Site.

2. All bonds and insurance required for stored materials will be in the City's name.

6.3 PAYMENT OF JOB ORDER PRICE

- A. Payments should be provided on the City format for a Pay Application which is based on the agreed upon "Schedule of Values." The City will make payment in accordance with A.R.S. §34-607. Payment will be made no later than 14 days after the Job Order Payment Request is certified and approved, but in each case less the total of payments previously made.
- B. The City will pay Contractor all amounts properly due. If the City determines that Contractor is not entitled to all or part of a Contractor Payment Request, it will notify Contractor in writing within 7 days after the date Contractor Payment Request is received by the City. The notice will indicate the specific amounts the City intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Contractor must take to rectify the City's concerns. Contractor and the City will attempt to resolve the City's concerns. If the parties cannot resolve the concerns, Contractor may pursue its rights under the Contract Documents, including those under Article 7.

6.4 RETENTION ON JOB ORDER PAYMENTS

In compliance with Arizona Revised Statutes §34-607, there is no retention for Job Order Contracting construction services.

6.5 FINAL PAYMENT

- A. After receipt of a final Contractor Payment Request, the City will make final payment as required by this Article, provided that Contractor has completed all of the Work in conformance with the Contract Documents and a Final Acceptance Letter has been issued by the City.
- B. At the time of submission of its final Contractor Payment Request, Contractor will provide the following information:
 1. An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect the City's interests; and
 2. A general release executed by Contractor waiving, upon receipt of final payment by Contractor, all claims, except those claims previously made in writing to the City and remaining unsettled at the time of final payment.

6.6 PAYMENTS TO SUBCONTRACTORS OR SUPPLIERS

- A. Contractor will pay its Subcontractors or suppliers within 7 calendar days of receipt of each progress payment from the City. Contractor will pay for the amount of

Work performed or materials supplied by each Subcontractor or supplier as accepted and approved by the City with each progress payment. No Contract between Contractor and its Subcontractors and suppliers may materially alter the rights of any Subcontractor or supplier to receive prompt payment as provided in this Contract.

- B. If Contractor fails to make payments in accordance with these provisions, the City may take any one or more of the following actions and Contractor agrees that the City may take these actions:
 - 1. To hold Contractor in default under this Contract;
 - 2. Withhold future payments until proper payment has been made to Subcontractors or suppliers in accordance with these provisions;
 - 3. Reject all future offers to perform work for the City from Contractor for a period not to exceed 1-year from the Substantial Completion date of this Project; or
 - 4. Terminate this Contract.
- C. Should the City fail or delay in exercising or enforcing any right, power, privilege, or remedy under this Section, the failure or delay will not be considered a waiver, release, or modification of the requirements of this Section or of any of the terms or provisions of this Contract.
- D. Contractor will include these prompt payment provisions in every subcontract, including procurement of materials and leases of equipment for this Contract.

6.7 RECORD KEEPING AND FINANCE CONTROLS

- A. Records of Contractor's direct personnel payroll, reimbursable expenses related to each Job Order and records of accounts between the City and Contractor will be kept on a generally recognized accounting basis and will be available for 3 years after completion of the Project.

From the effective date of this Contract and until 3 years after the date of final payment by the City of Scottsdale to Contractor, the City, its authorized representative, or the appropriate federal or state agencies, reserve the right to audit Contractor's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate Contract Documents and any change orders. The City of Scottsdale or its authorized representative will have access, during normal working hours, to all necessary Contractor and Subcontractor facilities, and will be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this Article. The City of Scottsdale will give Contractor or Subcontractor reasonable advance notice of intended audits.

- B. The City reserves the right to decrease Job Order Price or payments made on this Contract if, upon audit of Contractor's records, the audit discloses Contractor has provided false, misleading, or inaccurate cost and pricing data.

- C. Contractor will include a similar provision in all of its Contracts with Subconsultants and Subcontractors providing services under the Contract Documents to ensure the City, its authorized representative, or the appropriate federal or state agency, has access to the Subconsultants' and Subcontractors' records to verify the accuracy of cost and pricing data.
- D. The City reserves the right to decrease Job Order Price or payments made on this Contract if the above provision is not included in Subconsultants' and Subcontractors' contracts, and one or more Subconsultants or Subcontractors do not allow the City to audit their records to verify the accuracy and appropriateness of pricing data.
- E. If an audit in accordance with this Article, discloses overcharges of any nature by Contractor to the City in excess of 1% of the total contract billings, the actual cost of the City's audit will be reimbursed to the City by Contractor. Any adjustments or payments which must be made as a result of any audit or inspection of Contractor's invoices or records will be made within a reasonable amount of time (not to exceed 90 days) from presentation of the City's findings.
- F. This audit provision includes the right to inspect personnel records as required by Section 11.34.

ARTICLE 7- CLAIMS AND DISPUTES

7.1 REQUESTS FOR CONTRACT ADJUSTMENTS AND RELIEF

- 7.1.1** If either Contractor or the City believes that it is entitled to relief against the other Contractor for any event arising out of or related to Contract Services, that party will provide written notice to the other party of the basis for its claim for relief. The claims shall set forth in detail all known facts and circumstances supporting the claim; final costs associated with any claim upon which notice has been given must be submitted in writing to the City within thirty (30) days after notice has been received.
- 7.1.2** This notice will, if possible, be made before incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of the Contract.
- 7.1.3** In the absence of any specific notice requirement, written notice will be given within a reasonable time, not to exceed 10 days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later.
- 7.1.4** This notice will include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of the request. **ANY NOTICE OF CLAIM NOT FILED WITH THE CITY WITHIN SUCH TIME AND IN COMPLIANCE WITH THE PRECEEDING PROVISIONS SHALL BE CONSIDERED TO HAVE BEEN WAIVED AND SHALL BE DISMISSED.**

- 7.1.5 In the event Contractor seeks to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the City therefore, unless emergency conditions exist, Contractor shall strictly comply with the requirements of this section and such claim shall be made by Contractor before proceeding to execute any work for which a claim is made. Failure to comply with this condition precedent shall constitute a waiver by Contractor of any claims for compensation.
- 7.1.6 Contractor must continue its performance under this contract regardless of the existence of any claims by Contractor.
- 7.1.7 In a claim by Contractor against the City for compensation in excess of the Contract sum, any liability of the City to Contractor shall be strictly limited and computed in accordance with the Contract documents and shall in no event include indirect costs (such as home office overheads or consequential damages of Contractor or any estimated costs or damages).

7.2 DUTY TO CONTINUE PERFORMANCE

Unless provided to the contrary in the Contract Documents, Contractor will continue to perform the Work and the City will continue to satisfy its payment obligations to Contractor, until final resolution of any dispute or disagreement between Contractor and the City.

7.3 REPRESENTATIVES OF THE PARTIES

A. City's Representatives

- 1. The City designates the individual listed below as the City's Senior Representative. This individual has the authority and responsibility for avoiding and resolving disputes under Article 7.2(C):

Alison Tymkiw
City Engineer
One Civic Center – 2nd Floor
7447 East Indian School Road
Scottsdale, AZ 85251
(480) 312-2641

- 2. The City will designate an individual for each Job Order as the City's Representative. This person will manage the Job Order.

B. Contractor's Representatives

- 1. Contractor designates the individual listed below as Contractor's Senior Representative. This individual has the authority and responsibility for avoiding and resolving disputes under Article 7.2(C):

Name: Ross Genenbacher
Address: 22023 N. 20th Ave., Suite A
Phoenix, AZ 85027
Telephone No: 623-889-7650

2. Contractor will designate an individual for each Job Order as Contractor's Representative.

ARTICLE 8 – SUSPENSION, TERMINATION AND CANCELLATION

8.1 CITY'S RIGHT TO STOP JOB ORDER SERVICES

- A. The City may, at its discretion and without cause, order Contractor in writing to stop and suspend any Job Order. Immediately after receiving this notice, Contractor will discontinue advancing the Job Order. The suspension will not exceed 180 consecutive days. If the City suspends the Job Order for 181 consecutive Days or more, the suspension will be considered a termination for convenience.
- B. Contractor may seek an adjustment of the Job Order Price or Job Order Time if its cost or time to perform the Contract Services has been adversely impacted by any suspension or stoppage of Work by the City.

8.2 TERMINATION FOR CONVENIENCE

- A. Upon receipt of written notice to Contractor, the City has the right to terminate this Contract or abandon any portion of any Job Order for which services have not been performed by Contractor.
 1. Contractor will estimate the value of the Work it has completed and submit its appraisal to the City for evaluation. The City will have the right to inspect the Work to appraise the Work completed.

Contractor will receive compensation for services performed to the date of the termination . The fee will be an amount mutually agreed upon by Contractor and the City. If there is no mutual agreement, the final determination will be made in accordance with this Article.

2. The City will make the final payment within 60 days after Contractor has delivered the last of the partially completed items and the final fee has been agreed upon.

If the City terminates this Contract in compliance with this Article and proceeds to construct the Job Order through its employees, agents or third parties, the City's rights to use the Work product will be as stated in Article 8.3.

- B. Upon termination of construction services during any Job Order, Contractor will proceed with the following obligations:
 1. Stop Work as stated in the notice;
 2. Place no further subcontracts or orders;

3. Terminate all subcontracts to the extent they relate to the Work terminated;
 4. Assign to the City all right, title and interest of Contractor under the subcontracts terminated, in which case the City will have the right to settle or to pay any termination settlement proposal arising out of those terminations; and
 5. Take any action that may be necessary for the protection and preservation of the property related to the Contract that is in the possession of Contractor and which the City has or may acquire an interest.
 6. Comply with the requirements of Article 6.5(B)(1) and (2).
- C. Contractor will submit complete termination inventory schedules no later than 60 days from the date of the notice of termination.
- D. The City will pay Contractor the following:
1. The direct value of its completed Work and materials supplied as of the date of termination;
 2. The reasonable costs and expenses attributable to the termination;
 3. Contractor will be entitled to profit and overhead on completed Work but will not be entitled to anticipated profit or anticipated overhead. If it appears Contractor would have sustained a loss on the entire Work had the Job Order been completed, Contractor will not be allowed profit and the City will reduce the settlement to reflect the indicated rate of loss;
 4. Contractor will maintain all records and documents for 3 years after final settlement. These records will be maintained and subject to auditing as required in Article 6.7; and
 5. Take any action that may be necessary for the protection and preservation of the property related to the Job Order or Orders that is in the possession of Contractor and in which the City has or may acquire an interest.

8.3 CANCELLATION FOR CAUSE

- A. The City may also cancel this Contract or any part of it with 7 days notice for cause in the event of any default by Contractor, or if Contractor fails to comply with any of the terms and conditions of this Contract. Unsatisfactory performance, despite a reasonable opportunity to cure as judged by the City's Representative and failure to provide the City, upon request, with adequate assurances of future performance will all be causes allowing the City to cancel this Contract for cause. In the event of cancellation for cause, the City will not be liable to Contractor for any amount, and Contractor will be liable to the City for any and all damages sustained as a result of the default that caused the cancellation.

8.4 CITY'S RIGHT TO PERFORM AND CANCEL FOR CAUSE

- A. If Contractor persistently fails to:
1. Provide a sufficient number of skilled workers;
 2. Supply the materials required by the Contract or Job Order Documents;
 3. Comply with applicable Legal Requirements;
 4. Timely pay, without cause, Subconsultants or Subcontractors;
 5. Prosecute the Contract Services with promptness and diligence to ensure that a Job Order is completed by the Job Order Time, as the times may be adjusted; or
 6. Perform material obligations under the Contract Documents;

Then the City, in addition to any other rights and remedies provided in the Contract Documents or by law, will have the rights stated in Articles 8.2 and 8.3.

In the event the City cancels this Contract or any part of the services under any Job Order, the City will notify Contractor in writing, and immediately upon receiving this notice, Contractor will discontinue advancing the Work under this Contract or the Job Order and proceed to close all operations of any affected Job Order or this Contract.

- B. If the City provides Contractor with a written order to provide adequate maintenance of traffic, adequate cleanup, adequate dust control or to correct deficiencies or damage resulting from abnormal weather conditions, and Contractor fails to comply in a time frame specified, the City may have the Work accomplished by other sources at Contractor's expense.
- C. Upon the occurrence of an event stated in Article 8.3(B), the City may provide written notice to Contractor that it intends to cancel the Contract unless the problem cited is cured, or commenced to be cured, within 7 days of Contractor's receipt of notice.
1. If Contractor fails to cure, or reasonably commence to cure, the problem, then the City may give a second written notice to Contractor of its intent to cancel within an additional 7 day period.
 2. If Contractor, within this second 7 day period, fails to cure, or reasonably commence to cure the problem, then the City may declare the Contract cancelled for default by providing written notice to Contractor of this declaration.
- D. Upon declaring the Contract cancelled in accordance with Article 8.3(B), and for the purpose of completing the Work, the City may for all Job Orders enter upon the premises and take possession of all materials, equipment, scaffolds, tools, appliances and other items, which have been purchased or provided for the performance of the Work, all of which Contractor now transfers, assigns and sets over to the City for this purpose, and to employ any person or persons to complete

the Work and provide all of the required labor, services, materials, equipment and other items.

- E. If through any cause, Contractor fails to fulfill in a timely and proper manner its obligations under this Contract, or if Contractor violates any of the covenants, Contracts, or stipulations of this Contract, the City may withhold any payments to Contractor for the purpose of setoff until the exact amount of damages due the City from Contractor is determined by a court of competent jurisdiction.
- F. In the event of a cancellation, Contractor will not be entitled to receive any further payments under the Contract Documents until the Work on all Job Orders is finally completed in accordance with the Contract Documents. At that time, Contractor will only be entitled to be paid for Work performed and accepted by the City before its default.
- G. If the City's cost and expense of completing the Work exceeds the unpaid balance of a Job Order Price, then Contractor will be obligated to pay the difference to the City. These costs and expense will include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by the City in connection with the procurement and defense of claims arising from Contractor's default.
- H. If the City cancels this Contract for cause and the cancellation is determined to have been without legal right, the cancellation for cause will be considered to have been a termination for convenience in accordance with the provisions of Article 8.2.

ARTICLE 9 - INSURANCE AND BONDS

9.1 INSURANCE REQUIREMENTS

- A. At the same time as execution of this Contract, Contractor will furnish the City of Scottsdale a Certificate of Insurance on a standard insurance industry ACORD form. The ACORD form will be issued by an insurance company authorized to transact business in the State of Arizona.
- B. Contractor, Subcontractors and Subconsultants must procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property, which may arise from or in connection with the performance of the Work by Contractor, its agents, representatives, employees, or Subcontractors.
- C. The insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.
- D. The City in no way warrants that the minimum limits contained in this Contract are sufficient to protect Contractor from liabilities that might arise out of the performance of the Contract Services under this Contract by Contractor, its agents, representatives, employees, Subcontractors or Subconsultants and Contractor is free to purchase any additional insurance as may be determined necessary. The

City will not pay for higher limits, but if Contractor pays for insurance with higher limits, Contractor will name the City as an additional insured on any additional insurance.

- E. Claims Made. In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall continue uninterrupted throughout the term of this Contract by keeping coverage in force using the effective date of this Contract as the retroactive date on all "claims made" policies. The retroactive date for exclusion of claims must be on or before the effective date of this Contract, and can never be after the effective date of this Contract. Upon completion or termination of this Contract, the "claims made" coverage shall be extended for an additional three (3) years using the original retroactive date, either through purchasing an extended reporting option; or by continued renewal of the original insurance policies. Submission of annual Certificates of Insurance, citing the applicable coverages and provisions specified herein, shall continue for three (3) years past the completion or termination of this Contract.
- F. Self-Insured Retentions. Any self-insured retentions and deductibles must be declared to and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

9.2 MINIMUM SCOPE AND LIMITS OF INSURANCE

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

A. Commercial General Liability-Occurrence Form

General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$2,000,000
Fire Damage (Any one fire)	\$100,000
Medical Expenses (Any one person)	<i>OPTIONAL</i>

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

Combined Single Limit Per Accident For Bodily Injury and Property Damage	\$1,000,000
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C. Workers Compensation and Employers Liability

Workers Compensation	<i>Statutory</i>
Employers Liability:	
Each Accident	\$500,000
Disease - Each Employee	\$500,000
Disease - Policy Limit	\$1,000,000

D. Coverage Terms and Required Endorsements

- 1. The City of Scottsdale, its officers, officials, agents, and employees are

additional insureds with respect to liability arising out of activities performed by, or on behalf of, Contractor including the City's general supervision of Contractor; products and completed operations of Contractor; and automobiles owned, leased, hired, or borrowed by Contractor.

2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by Contractor even if those limits of liability are in excess of those required by this Contract.
3. Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees will be in excess of the coverage provided by Contractor and must not contribute to it.
4. Contractor's insurance must apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Coverage provided by Contractor must not be limited to the liability assumed under the indemnification provisions of this Contract.
6. All policies must contain a waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by Contractor for the City.
7. Workers' Compensation and Employers Liability Coverage: The insurer must agree to waive all rights of subrogation against the City, its officers, officials, agents, employees, and volunteers for losses arising from Work performed by Contractor for the City.
8. If Contractor receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be Contractor's responsibility to provide prompt notice to the contract administrator of same to the City, unless such coverage is immediately replaced with similar policies.

E. Builders Risk Insurance (Course of Construction)

To be provided if determined by the City as necessary with each Job Order.

Contractor bears all responsibility for loss to all Work being performed and to buildings under construction. Unless waived in writing by the City of Scottsdale, Contractor will purchase and maintain in force Builders Risk-Installation insurance on the entire Work until completed and accepted by the City. This insurance will be Special Causes of Loss or Open Perils policy form, for the completed value, at replacement cost equal to each Job Order contract price and all subsequent modifications. Contractor's Builders Risk-Installation insurance will be primary and not contributory; and waive all rights of subrogation against the City of Scottsdale, its officers, officials and employees.

This Builders Risk-Installation insurance must name the City of Scottsdale,

Contractor and all tiers of Subcontractors as respects their insurable interest at the date of loss. It must contain a provision that subject insurance will not be canceled or materially altered without at least 30 days advance notice to the City. Contractor is also required to give the City thirty (30) days advance written notice of the coverage termination for each project. The City will also be named as a Loss Payee under Builders Risk-Installation coverage.

This Builders Risk-Installation insurance must cover the entire Work including reasonable compensation for architects and Contractor's services and expenses and other "soft costs" made necessary by an insured loss. Builders Risk-Installation insurance must provide coverage from the time any covered property comes under Contractor's control and or responsibility, and continue without interruption during course of construction, renovation and or installation, including any time during which any project property or equipment is in transit, off site, or while on site for future use or installation. Insured property must include, but not be limited to, scaffolding, false work, and temporary buildings at the site. This insurance must also cover the cost of removing debris, including demolition as may be legally required by operation of any law, ordinance, regulation or code.

Contractor must also purchase and maintain Boiler and Machinery insurance with the same requirements as Builders Risk-Installation insurance stated above if the Work to be performed involves any exposures or insurable property normally covered under a Boiler and Machinery insurance policy or made necessary as required by law and or testing requirements in the performance of this Contract.

Contractor will be responsible for any and all deductibles under these policies and Contractor waives all rights of recovery and subrogation against the City under Contractor-provided Builders Risk-Installation insurance described in this Article.

The Builders' Risk insurance must be endorsed so that the insurance will not be canceled or lapse because of any partial use or occupancy by the City. Builders' Risk Insurance must be maintained until whichever of the following first occurs: (i) final payment has been made; or (ii) until no person or entity, other than the City, has an insurable interest in the property required to be covered.

By signing this Contract, all rights of subrogation are waived against the City of Scottsdale, its officers, officials, agents and employees.

9.3 OTHER INSURANCE REQUIREMENTS

The policies are to contain, or be endorsed to contain, the following provisions:

- A. Contractors Professional Liability: Contractor must carry Contractors Professional Liability insurance to cover the residual, contingent, and passive design exposures of Contractor.
 - 1. The City of Scottsdale, its officers, officials, agents, and employees, are to be named as additional insureds with respect to liability arising out of: activities performed by or on behalf of Contractor, including the City's general supervision of Contractor; products and completed operations of Contractor.

2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by Contractor, even if those limits of liability are in excess of those required by this Contract. The Commercial General Liability policy will be at least as broad as the Insurance Service Office, Inc.'s CG 0 0 01 07 98.
- B. Contractors Professional Limits of Liability: Contractor must carry limits of \$1,000,000 each Project and \$2,000,000 in the Aggregate under a stand-alone policy or included by endorsement under the Commercial General Liability policy. Contractor, its successors and or assigns, is required to maintain this Professional Liability insurance as specified in this Contract for a minimum period of 3 years following completion and acceptance of the Work. Certificates of Insurance citing that applicable coverage is in force and contains the provisions required by this Contract must be submitted for the 3-year period.
1. Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Insurance or self-insurance maintained by the City, its officers, officials, agents, and employees must be in excess of Contractor's insurance and will not contribute to it.
 2. Contractor's insurance must apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. The coverage provided by Contractor and its Subcontractors must not be limited to the liability assumed under the indemnification provisions of this Contract.
 3. The policies must contain a waiver of subrogation against the City, its officers, officials, agents, and employees for losses arising from Work performed for the City.
- C. Contractor, its successors and assigns, is required to maintain Commercial General Liability insurance as specified in this Contract for a minimum period of 3 years following completion and acceptance of the Work. Contractor must submit a Certificate of Insurance evidencing the Commercial General Liability insurance during this 3 year period containing all the insurance requirements including naming the City of Scottsdale, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

9.4 SUBCONSULTANT'S AND SUBCONTRACTOR'S INSURANCE

Unless Contractor's Subconsultants and Subcontractors can provide the same level of coverage as detailed in Article 9.2 and name the City and Contractor as Additional Insureds, Contractor's certificates must include all Subcontractors and Subconsultants as insureds under its policies or Contractor must maintain separate certificates and endorsements for each Subcontractor and Subconsultant. All coverages for Subcontractors and Subconsultants must be in the amounts shown in Article 9.2. Certificates must contain a provision that the insurance will not be canceled or materially altered without at least 30 days advance notice to the City. The City must also be named as a Loss Payee under the Builders Risk-Installation coverage.

9.5 NOTICE OF CANCELLATION

If Contractor receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be Contractor's responsibility to provide prompt notice to the contract administrator of same to the City, unless such coverage is immediately replaced with similar policies. Each insurance policy required by the insurance provisions of this Contract must provide the required coverage and must not be suspended, voided, canceled by either party, reduced in coverage or in limits until 30 days written notice has first been given, by certified mail, return receipt requested to:

Melanie Gibson
Capital Project Management
7447 E. Indian School Road, Suite 205
Scottsdale, Arizona 85251

Ross Genenbacher
CS Construction, Inc.
22023 N. 20th Ave., Suite A
Phoenix, AZ 85027

9.6 ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers duly licensed or approved to conduct business in the State of Arizona and with an A. M. Best rating of no less than B++6. The City in no way warrants that the above required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency. Failure to maintain insurance as required may result in termination of this Contract at the City's option.

9.7 VERIFICATION OF COVERAGE

- A. Contractor must furnish the City Certificates of Insurance (ACORD form or equivalent approved by the City) and with original endorsements effecting coverage as required by this Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- B. All certificates and endorsements are to be received and approved by the City before Contract Services commence except for Builders Risk Insurance, which will be received and approved as provided in Article 9.2(E). Each insurance policy required by this Contract must be in effect at or before the earlier of commencement of Contract Services under the Contract Documents or the signing of this Contract except for Builders Risk Insurance which must be in effect before commencement of the Work and remain in effect for the duration of the Project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- C. All Certificates of Insurance required by this Contract must be sent directly to the City of Scottsdale, Capital Project Management Office. **The project number and project description must be included on the Certificates of Insurance.** The City reserves the right to require complete, certified copies of all insurance policies

required by this Contract, at any time. Failure to provide a Certificate of Insurance with the appropriate verbiage will result in rejection of Contractor's Certificate and delay in contract execution.

Additional Certificates of Insurance submitted without referencing a Contract number will be subject to rejection and returned or discarded.

9.8 APPROVAL

Any modification or variation from the insurance requirements in this Contract must be approved by the Risk Management Division, whose decision is final. This action does may be made by administrative action.

9.9 BONDS AND OTHER PERFORMANCE SECURITY

- A. Before execution of each individual Job Order, Contractor must provide a performance bond and a payment bond for all construction services, each in an amount equal to the full amount of the agreed upon cost for that Job Order. Contractor may, at its own option, provide Payment and Performance Bonds for the entire Job Order Contract amount, but there shall be no obligation for the City to reimburse Contractor for bond costs incurred, except on an actual cost basis as each individual Job Order is issued. Bonds must be submitted in accordance with Title 34, Chapter 6 of the Arizona Revised Statutes and must be in substantially the same form as Exhibits A and B, attached to this Contract.
- B. Each bond must be executed by a surety company or companies holding a Certificate of Authority to transact surety business in the State of Arizona, issued by the Director of the Arizona Department of Insurance. A copy of the Certificate of Authority must accompany the bonds. The Certificate must have been issued or updated within 2 years before the execution of this Contract.
- C. The bonds must be made payable and acceptable to the City of Scottsdale.
- D. The bonds must be written or countersigned by an authorized representative of the surety and the bonds must have attached a certified copy of the Power of Attorney of the signing official.
 - 1. If one Power of Attorney is submitted, it must be for twice the total Job Order Price.
 - 2. If two Powers of Attorney are submitted, each must be for the total Job Order Price. Personal or individual bonds are not acceptable.
 - 3. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract Documents, Contractor must promptly furnish a copy of the bonds or must permit a copy to be made.
- E. All bonds submitted for this Project must be provided by a company which has been rated "A or better" by the A.M. Best Company.

ARTICLE 10 - INDEMNIFICATION

10.1 CONTRACTOR'S GENERAL INDEMNIFICATION

Contractor's General Indemnification. To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, must defend, indemnify and hold harmless the City of Scottsdale, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, reasonable attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, investigation and litigation, 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, related to, arising from or out of, or resulting from any acts, omissions, negligence, recklessness, or intentional wrongful conduct to the extent caused by Contractor or any of its owners, officers, directors, agents or employees performing Work or Services under this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages by any of Contractor employees. This indemnity includes any claim or amount arising out of, or recovered under, the Worker's Compensation Law or arising out of the failure of 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 City shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the City, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, Contractor agrees to waive all rights of subrogation against the City, its officers, agents, representatives, directors, officials, and employees for losses arising from the work performed by the Architect for the City.

Insurance provisions in this Contract are separate and independent from the indemnity provisions of this Article and will not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

10.2 INTELLECTUAL PROPERTY

- A. Contractor must pay all royalties and license fees associated with its performance of services.
- B. Contractor must defend any action or proceeding brought against the City based on any claim that the Work, or any part of the Work, or the operation or use of the Work or any part of it, constitutes infringement of any United States patent or copyright, now or subsequently issued. The City will give prompt written notice to Contractor of any action or proceeding and will reasonably provide authority, information and assistance in the defense of the action. Contractor shall indemnify and hold harmless the City from and against all damages, expenses, losses, royalties, profits and costs, including but not limited to attorneys' fees and expenses awarded against the City or Contractor in any action or proceeding. Contractor agrees to keep the City informed of all developments in the defense of

these actions. The City may be represented by; and actively participate through its own counsel in any suit or proceedings if it so desires.

- C. If the City is enjoined from the operation or use of the Work, or any part of the Work, as the result of any patent or copyright suit, claim, or proceeding, Contractor shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Contractor cannot procure this right within a reasonable time, Contractor will promptly, at Contractor's option and at Contractor's expense, (i) modify the Work so as to avoid infringement of any patent or copyright or (ii) replace the Work with Work that does not infringe or violate any patent or copyright.
- D. Articles 10.2(B) and 10.2(C) will not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright:
 - 1. Relating solely to a particular process or product of a particular manufacturer specified by the City and not offered or recommended by Contractor to the City; or
 - 2. Arising from modifications to the Work by the City or its agents after acceptance of the Work.
- E. The obligations stated in this Article 10.3 will constitute the sole Contract between the parties relating to liability for infringement or violation of any patent or copyright.

ARTICLE 11 – GENERAL PROVISIONS

11.1 MARSHALING AREA

Contractor is advised to contact the City of Scottsdale Development Services to determine the requirements for obtaining a permit for marshaling areas it proposes to use. Marshaling areas must be fenced. Contractor will obtain written approval from the property owner for marshaling area use. This approval must contain any requirements, which are a condition of this approval. Marshaling yard requirements according to M.A.G. Subsection 107.6.1 and the City of Scottsdale Supplemental Specifications will apply.

11.2 CONTRACT DOCUMENTS

- A. Contract Documents are as defined in Article 12.
- B. The Contract Documents form the entire Contract between the City and Contractor. No oral representations or other Contracts have been made by the parties except as specifically stated in the Contract Documents.
- C. In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents will take precedence in the order in which they are listed in the definition of Contract Documents in Article 12. As to drawings and plans, given dimensions will take precedence over scaled measurements, and large-scale plans over small-scale plans. Contract specifications will take precedence over contract plans.

- D. The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the times and prices agreed upon for each Job Order. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards.
- E. This Contract, the Plans, Standard Specifications and Details, Special Provisions, Performance Bond, Payment Bond, Certificates of Insurance, and Job Order Adjustments (if any) are by reference made a part of this Contract to the same extent as if set forth in full.
- F. Work Product
 - 1. All Work products (electronically or manually generated) including but not limited to: cost estimates, studies, design analyses, original mylar drawings, Computer Aided Drafting and Design (CADD) file diskettes, and other related documents which are prepared or procured in the performance of this Contract (collectively referred to as documents) are to be and remain the property of the City and are to be delivered to the City before the final payment is made to Contractor. In the event these documents are altered, modified or adapted without the written consent of Contractor or the Subconsultants, which consent Contractor or the Subconsultants will not unreasonably withhold, the City agrees to hold Contractor and the Subconsultants harmless to the extent permitted by law from the legal liability arising out of the City's alteration, modification or adoption of the documents.
 - 2. The copyrights, patents, trade secrets or other intellectual property rights associated with the ideas, concepts, techniques, inventions, processes or works of authorship developed, created by Contractor, its Subconsultants or personnel, during the course of performing this Contract or arising out of the Project will belong to Contractor.

11.3 MODIFICATIONS

The Contract Documents may not be changed, altered, or amended in any way except in writing, signed by a duly authorized representative of each party.

11.4 TIME IS OF THE ESSENCE

Time is of the essence with respect to the dates and times stated in the Contract Documents.

11.5 COOPERATION AND FURTHER DOCUMENTATION

Contractor agrees to provide the City any other duly executed documents as will be reasonably requested by the City to implement the intent of the Contract Documents.

11.6 ASSIGNMENT

Neither Contractor nor the City will, without the written consent of the other, assign, transfer or sublet any portion of this Contract or part of the Work or the obligations required by the Contract Documents.

11.7 FORCE MAJEURE

Neither party will be responsible for delays or failures in performance resulting from acts beyond their control. These acts include, but are not limited to, acts of God, riots, acts of war, acts of terrorism, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

11.8 FUNDS APPROPRIATION

If the City Council does not appropriate funds to continue this Contract and pay for charges, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice to Contractor at least 30 days before the end of its current fiscal period and will pay Contractor for all approved charges incurred through the end of the period.

11.9 CONSTRUCTION METHODS

If the City provides Contractor with a written order to provide adequate maintenance of traffic, clean-up, dust control or to correct deficiencies or damage resulting from abnormal weather conditions, and Contractor fails to comply in the time frame specified, the City may have Work accomplished by other sources at Contractor's expense.

11.10 UTILITY RELOCATIONS FOR CONSTRUCTION METHODS

If any utility is relocated or rebuilt to accommodate Contractor's construction methods and available equipment, the expense will be borne by Contractor and will be replaced to the original location before completion of the Job Order at the request of the City's Project Coordinator at Contractor's sole expense.

11.11 DAMAGED UTILITIES DURING CONSTRUCTION

Any utilities damaged during construction shall be replaced at Contractor's expense as per the requirements of the M.A.G. Standard Specifications.

11.12 SUCCESSORSHIP

Contractor and City intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

11.13 CONFLICT IN LANGUAGE

All services performed will conform to all applicable City of Scottsdale codes, ordinances and requirements as outlined in the Contract Documents. If there is a conflict in interpretation between provisions in this Contract and those in exhibits, the provisions in this Contract will prevail.

11.14 THIRD PARTY BENEFICIARY

Nothing under the Contract Documents will be construed to give any rights or benefits in the Contract Documents to anyone other than the City and Contractor, and all duties and responsibilities undertaken in accordance with the Contract Documents will be for the sole and exclusive benefit of the City and Contractor and not for the benefit of any other party.

11.15 GOVERNING LAW

The Contract and all Contract Documents will be considered to be made under and will be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions. Any action to enforce any provision of this Contract or to obtain any remedy with respect to this Contract shall be brought in Maricopa County, Arizona.

11.16 SEVERABILITY

If any provision of the Contract Documents or the application to any person or circumstance is invalid, illegal or unenforceable to any extent, the remainder of the Contract Documents and the application of the Contract will not be affected and will be enforceable to the fullest extent permitted by law. In accordance with the provisions of ARS § 41-194.01, should the Attorney General give notice to the City that any provisions of the Contract violates state law or the Arizona Constitution, or that it may violate a state statute or the Arizona Constitution, and the Attorney General submits the offending provision to the Arizona Supreme Court, the offending provision(s) shall be immediately severed and struck from the Contract and the City and Contractor shall, within 10 days after such notice, negotiate in good faith to resolve any issues related to the severed provision(s).

11.17 LEGAL REQUIREMENTS

Contractor shall perform all Contract Services in accordance with all Legal Requirements and will provide all notices applicable to the Contract Services as required by the Legal Requirements.

11.18 INDEPENDENT CONTRACTOR

Contractor is and will be an independent contractor. Any provisions in the Contract Documents that may appear to give the City the right to direct Contractor as to the details of accomplishing the Work or to exercise a measure of control over the Work means that Contractor will follow the wishes of the City as to the results of the Work only. These results will comply with all applicable laws and ordinances.

11.19 CITY'S RIGHT OF CANCELLATION

This Contract is subject to cancellation by the City of Scottsdale in accordance with the provisions of Section 38-511, Arizona Revised Statutes.

11.20 SURVIVAL

All warranties, representations and indemnifications by Contractor shall survive the completion or termination of this Contract.

11.21 COVENANT AGAINST CONTINGENT FEES

Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the City Council, or any employee of the City of Scottsdale has any interest, financially, or otherwise, in the firm. For breach or violation of this warrant, the City of Scottsdale will have the right to annul this Contract without liability, or at its discretion to deduct from the Contract Price or consideration, the full amount of any commission, percentage, brokerage, or contingent fee.

11.22 NO WAIVER

The failure of either party to enforce any of the provisions of the Contract Documents or to require performance of the other party of any of its provisions will not be construed to be a waiver of those provisions, nor will it affect the validity of the Contract Documents or any part of the Contract Documents, or the right of either party to enforce each and every provision.

11.23 HEADINGS

The headings used in this Contract, or any other Contract Documents, are for ease of reference only and will not in any way be construed to limit or alter the meaning of any provision.

11.24 NOTICE

Whenever the Contract Documents require that notice be provided to the other party, notice will be considered to have been validly given (i) if delivered in person to the individual intended to receive the notice, (ii) 3 days after the date of the postmark of deposit by first class United States mail, registered or certified mail, postage prepaid to the address indicated below. Notice by electronic mail or facsimile will not be considered notice.

To City:	Alison Tymkiw City Engineer 7447 E. Indian School Road, Suite 205 Scottsdale, Arizona 85251
To JOC Contractor:	Ross Genenbacher CS Construction, Inc. 22023 N. 20th Ave., Suite A Phoenix, AZ 85027

11.25 EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevant

orders of the Federal government's Affirmative Action guidelines to ensure that employees or applicants applying for employment will not be discriminated against because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will include the terms of this provision in all contracts and subcontracts for Work performed under this Contract, including supervision and oversight. The JOC will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The JOC agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

The JOC will, in all solicitations or advertisements for employees placed by or on behalf of the JOC, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

11.25.1 No Preferential Treatment or Discrimination: In accordance with the provisions of Article II, Section 36 of the Arizona Constitution, the City will not grant preferential treatment to or discriminate against any individual or group on the basis of race, sex, color, ethnicity or national origin.

11.26 ADDITIONAL CITY RIGHTS REGARDING SECURITY INQUIRIES

In addition to the foregoing, the City reserves the right to: (1) have an employee/prospective employee of Contractor be required to provide fingerprints and execute any other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. § 41-1750(G)(4); (2) act on newly acquired information whether or not that information should have been previously discovered; (3) unilaterally change its standards and criteria relative to the acceptability of Contractor's employees or prospective employees; and, (4) object, at any time and for any reason, to an employee of Contractor performing Work (including supervision and oversight) under this Contract.

- A. Provisions Applicable to all Contractor Contracts and Subcontracts. Contractor will include the terms of this provision for employee background and security checks and screening in all contracts and subcontracts for Work performed under this Contract, including supervision and oversight.
- B. Materiality of Security Inquiry Provisions. The Security Inquiry provisions of this Contract, as stated above, are material to the City's entry into this Contract and any breach by Contractor may, at the City's sole option and unfettered discretion, be considered to be a breach of contract of sufficient magnitude to terminate this Contract. Termination will subject Contractor to liability for its breach of contract.

11.27 HAZARDOUS MATERIALS

- A. Hazardous Materials. Upon discovery of hazardous materials Contractor will comply with all applicable laws/ordinances and regulations and take all appropriate health and safety precautions.

- B. Unless included in the Work, if Contractor encounters onsite, or as material to be incorporated in the Work, any material which it reasonably believes to contain asbestos, polychlorinated biphenyl (PCB), or other hazardous substances or materials regulated by public health laws, it will immediately stop work and report the condition to the City.
- C. If the material is found to contain asbestos, PCB or other hazardous substances or materials regulated by public health laws, Contractor will not resume work in the affected area until the material has been abated or rendered harmless. Contractor and the City may agree, in writing, to continue work in non-affected areas onsite.
- D. An extension of Contract Time may be granted in accordance with Article 5.
- E. Contractor will comply with all applicable laws/ordinances and regulations and take all appropriate health and safety precautions upon discovery.
- F. Despite the provisions of this Article 11.27, the City is not responsible for Hazardous Conditions introduced to the Site by Contractor, Subcontractors or anyone for whose acts they may be liable. Contractor will indemnify, defend and hold harmless the City and the City's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Contractor, Subcontractors or anyone for whose acts they may be liable.

11.28 TRAFFIC CONTROL

- A. Complete street closures will not be permitted unless specified in the Special Provisions or approved by the City. The timing and sequence of street closures will be approved by the Traffic Engineering Director (or designee) at least 14 days before the closure. This approval is necessary to provide coordination with other roadway projects and special events.
- B. Adequate barricades and lighted warning signs must be installed and maintained by Contractor throughout the duration of any Project. All traffic control must be in accordance with the current version of the City of Scottsdale Supplement to MAG Uniform Standard Specifications Section 401 or as required by the approved barricade plan unless otherwise specified in the Special Provisions.
- C. Contractor will submit a construction schedule and a barricade plan to the City Traffic Engineering Director (or designee) for approval or modification at least 72 hours before construction is initiated, and must wait to commence construction until the plan is signed as accepted by the City Traffic Engineering Director (or designee).

11.29 MATERIAL SOURCE

No material source has been designated by the City for use under this Contract. MAG Specification, Section 106 will apply as will ADOT Standard Specifications 1982, Section 106.1, 106.2, 106.7 & 106.8, which outline controls and Section 1001-1, -2, & -4

concerning approval of Contractor-Furnished Source and supplemental Contracts in regards to environmental analysis and the liability for materials testing costs.

Contractor and Subcontractor furnished material sources situated in the 100-year flood plain of any stream or watercourse will not be allowed if located within 1.0 mile upstream and 2.0 miles downstream of any highway structure or surfaced roadway crossing.

A Contractor and Subcontractor-furnished source will be defined as a material source, which is neither an A.D.O.T. furnished source nor a commercial source, as defined in this Contract.

A commercial source will be defined as a material source in which the owner or producer has been for at least 1-year regularly engaged during regular business hours on a regular basis in the processing and selling of sand, rock, ready mixed Portland cement concrete, asphaltic concrete and other similar products normally produced and sold to all parties. The company must have an Arizona retail sales tax license.

The location of any new material source or existing non-commercial material source proposed for use under this Contract must be reviewed by the appropriate agency having flood plain management jurisdiction over the area of proposed source location. Contractor and Subcontractor will obtain a letter from the agency addressed to the Contract Administrator certifying that the proposed source location conforms to the required conditions and the applicable Standard Specifications. Contractor will familiarize himself with the nature and extent of the Contract Documents, work to be performed, all local conditions, and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

11.30 FAMILIARIZATION WITH APPLICABLE LAWS

Contractor will familiarize itself with the nature and extent of the Contract Documents, work to be performed, all local conditions, and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

11.31 NATIVE PLANTS

Contractor will take whatever steps, procedures or means necessary to remove, move, displace and save all native plants within the contract work area in accordance with the City of Scottsdale's Ordinance No. 1438, Native Plants, and all applicable state and county statutes, ordinances, codes and other policy requirements and recognized methods, procedures, techniques and equipment for protection, salvage, and handling of all plants to be moved from the construction area. This is not a pay item unless specified upon the Schedule of Bid Items.

11.32 ENDANGERED HARDWOODS

Any construction, building addition or alteration project which is financed by monies of this state or its political subdivisions will not use endangered tropical hardwood unless an exemption is granted by the Director of the State of Arizona, Department of Administration..

11.33 HOURS OF WORK

- A. All building construction and associated work will be restricted to the applicable summer or winter hours. Construction activity will include any work requiring the use of manually operated or power assisted tools or equipment and vehicles used to excavate, erect or deliver materials associated with construction. Summer hours begin April 1 and end on October 31. No work may begin before 6:00 a.m. or continue after 7:00 p.m., Monday through Friday. No work will begin on Saturday or Sunday before 7:00 a.m. or continue after 7:00 p.m. Sunday work may be conducted only if Contractor demonstrates, in writing to the building official, justifiable cause for the Sunday work.
- B. Winter hours begin November 1 and end on March 31. No work will begin before 7:00 a.m. or continue after 5:00 p.m., Monday through Friday. No work may begin on Saturday or Sunday before 8:00 a.m. or continue after 5:00 p.m. Sunday work may be conducted only if Contractor demonstrates, in writing to the building official, justifiable cause for the Sunday work.
- C. The City may establish other times of work as necessary based on the geographical location of the jobsite in relation to surrounding occupancies, buildings and structures.
- D. Contractor must submit a written request to the Building Official for a variance from the required work hours at least 7 days before the date for which the variance is desired. Variances will not be granted for more than 30 days at a time. A new application must be made for each additional variance. Contractor must notify adjacent property owners of the intended work and the duration of the requested variance. Proof of notification must be presented to the building official before the variance can be granted.
 - 1. The application for the variance must demonstrate justifiable cause why the work must be done outside the prescribed time period (e.g. pouring concrete during "summer hours"). A variance will not be granted based solely on convenience or for work that can be completed during daytime construction hours.
 - 2. The application for a variance must state the construction permit number, the address of the work, type of work, time period of the work, and the duration of the variance.

11.34 COMPLIANCE WITH FEDERAL LAWS

Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. Contractor agrees to comply with these laws in performing this Contract and to permit the City to verify compliance. Contractor will also comply with A.R.S. §34-301, "Employment of Aliens on Public Works Prohibited," and A.R.S. §34-302, "Residence Requirements for Employees," as amended. Contractor will include the terms of this provision in all contracts and subcontracts for Work performed under this Contract, including supervision and oversight.

Under the provisions of A.R.S. §41-4401, Contractor warrants to the City that Contractor and all its Subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that Contractor and all its Subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by Contractor or any of its Subcontractors will be considered a material breach of this Contract and may subject Contractor or Subcontractor to penalties up to and including termination of this Contract or any subcontract.

The City retains the legal right to inspect the papers of any employee of Contractor or any Subcontractor who works on this Contract to ensure that Contractor or any Subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of Contractor and any of its Subcontractors to ensure compliance with this warranty. Contractor agrees to indemnify, defend and hold the City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.

The City will not consider Contractor or any of its Subcontractors in material breach of this Contract if Contractor and its Subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). The "E-Verify Program" means the employment verification pilot program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any of its successor programs.

The provisions of this Article must be included in any contract Contractor enters into with any and all of its Subcontractors who provide services under this Contract or any Subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a Contractor or Subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property. Contractor will take appropriate steps to assure that all Subcontractors comply with the requirements of the E-Verify Program. Contractor's failure to assure compliance by all its Subcontractors with the E-Verify Program may be considered a material breach of this Contract by the City.

A. Compliance with Americans with Disabilities Act

Contractor acknowledges that, in accordance with the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor will provide the services specified in this Contract in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Contract and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Contract.

11.35 DATA CONFIDENTIALITY

A. As used in this Contract, data means all information, whether written or verbal,

including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by or obtained by Contractor in the performance of this Contract.

- B. The parties agree that all data, including originals, images, and reproductions, prepared by, obtained by, or transmitted to Contractor in connection with Contractor's performance of this Contract is confidential and proprietary information belonging to the City.
- C. Contractor will not divulge data to any third party without first obtaining the written consent of the City. Contractor will not use the data for any purposes except to perform the services required under this Contract. These prohibitions will not apply to the following data provided Contractor has first given the required notice to the City:
 - 1. Data, which was known to Contractor before its performance under this Contract unless the data was acquired in connection with the Work performed for the City;
 - 2. Data which was acquired by Contractor in its performance under this Contract and which was disclosed to Contractor by a third party, who to the best of Contractor's knowledge and belief, had the legal right to make disclosures and Contractor is not otherwise required to hold the data in confidence; or
 - 3. Data, which is required to be disclosed by virtue of law, regulation, or court order to which Contractor is subject.
- D. In the event Contractor is required or requested to disclose data to a third party, or any other information to which Contractor became privy as a result of any other contract with the City, Contractor will first notify the City as required in this Article of the request or demand for the data. Contractor will give the City sufficient facts so that the City can be given an opportunity to first give its consent or take any action the City may consider appropriate to protect the data or other information from disclosure.
- E. Unless prohibited by law, within 10 days after completion of services for a third party on real or personal property owned or leased by the City, Contractor will promptly deliver, as stated in this Article, a copy of all data to the City. All data will continue to be subject to the confidentiality requirements of this Contract.
- F. Contractor assumes all liability for maintaining the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Article are violated by Contractor, its employees, agents or Subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Article will be considered to cause irreparable harm that justifies injunctive relief in court.

11.36 CONFLICT OF INTEREST

- A. To evaluate and avoid potential conflicts of interest, Contractor will provide written notice to the City, as stated in this Article, of any work or services performed by Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. The notice will be given 7 business days before commencement of the Project by Contractor for a third party, or 7 business days before an adverse action as defined below. Written notice and disclosure will be sent to the City Senior Representative identified in Article 7.4.
- B. Actions that are considered to be adverse to the City under this Contract include but are not limited to:
 - 1. Using data as defined in this Contract acquired in connection with this Contract to assist a third party in pursuing administrative or judicial action against the City;
 - 2. Testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; and
 - 3. Using data to produce income for Contractor or its employees independently of performing the services under this Contract, without first obtaining the written consent of the City.
- C. Contractor represents that except for those persons, entities and projects identified to the City, the services to be performed by Contractor under this Contract are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the interests of the City.
- D. Contractor's failure to provide a written notice and disclosure of the information stated in this Article on Conflicts of Interest will constitute a material breach of this Contract.

11.37 LOSS AND DAMAGES

All loss or damage arising out of the nature of the Work to be done or from the action of the elements, or from any unforeseen circumstances, in the prosecution of the same, or from any unusual obstructions or difficulties which may be encountered in or during the prosecution of the Work, or from any casualty whatsoever of every description, will be sustained and borne by Contractor at its own cost and expense.

11.38 RIGHTS-OF-WAY

The M.A.G. Standard Specification 107.12 is modified to read as follows: "Contractor, at its own expense, is responsible for the acquisition of any necessary temporary easements for construction purposes, storage and maintenance purposes, which are required in addition to existing easements or rights of way secured by the City as indicated upon the plans."

11.39 EXISTING TRAFFIC AND STREET SIGNS AND TRAFFIC SIGNAL EQUIPMENT

Contractor will use due care when excavating at or near intersections where traffic signal underground conduit is located. Contractor will notify the Transportation Maintenance

Traffic Signal Division (480.312.5620) 48 hours in advance of any work at the intersections. Contractor will be responsible for the installation and maintenance of temporary overhead traffic signal cable as specified by the Traffic Engineering Director when underground conduit is to be severed by excavations at the intersection. The Transportation Maintenance Manager will have all underground traffic conduit located and will provide the necessary City Technicians to assist Contractor in identifying wiring phases and direction of conduit runs upon 24 hours notice from Contractor and at least 1 day before Contractor's scheduled wiring and installation of temporary cables. Contractor will be responsible for the wiring and connection of all temporary cable within the pull boxes and terminal compartments. The Transportation Maintenance Manager will provide a City technician to assist Contractor with connecting field wiring within the traffic signal control cabinet. Contractor will provide, at its expense an off-duty uniformed Police Officer to direct traffic while the traffic signal is turned off and the wiring is transferred. Contractor will be responsible as specified by the Traffic Engineering Manager for the repair and restoration of all traffic signal overhead and underground items that have been damaged or modified. The City does not permit the splicing of Magnetic Detector Loops.

11.40 CERTIFICATION OF USE OF BENCHMARKS

In compliance with the City's Design Standards & Policies Manual (DS&PM), Sections 9-1.1 and 9-1.301, it is the City's intent that Contractor must use both horizontal and vertical benchmarks with City of Scottsdale published values for any survey on all public works projects. These published values are available for public use at the following website: <https://eservices.scottsdaleaz.gov/maps/benchmarks>. AT LEAST 1 HORIZONTAL AND 1 VERTICAL BENCHMARK MUST MATCH THE NORTHING, EASTING OR ELEVATION VALUES PUBLISHED ON THE CITY'S WEBSITE. Contractor must sign and submit with this Contract, the Certificate of Use attached and by reference made a part of this Contract.

11.41 TAXES AND INDEMNIFICATION

The fee listed in this Contract includes any and all taxes applicable to the activities under this Contract. The City will have no obligation to pay additional amounts for taxes of any type. JOC and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the JOC, except as may be otherwise provided in this Contract. The JOC shall, and require all subcontractors to hold the City 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.

11.42 NO BOYCOTT OF ISRAEL

By submitting a quote/proposal/bid and/or entering into a contract with the City, the vendor/company certifies that they are not currently engaged in and agrees for the duration of the Contract to not engage in a boycott of Israel as defined in A.R.S. § 35-393.

11.43 CONTRACTOR WARRANTS AND CERTIFIES THAT IT DOES NOT CURRENTLY, AND AGREES FOR THE DURATION OF THE CONTRACT THAT IT WILL NOT, USE:

- 1) The forced labor of ethnic Uyghurs in the People's Republic of China.
- 2) Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
- 3) Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

If Contractor becomes aware during the term of the Agreement that Contractor is not in compliance with this paragraph, Contractor shall notify the City within five business days after becoming aware of the noncompliance. Failure of Contractor to provide a written certification that Contractor has remedied the noncompliance within one hundred eighty (180) days after notifying the public entity of its noncompliance, this Contract shall terminate unless the Term of this Contract shall end prior to said one hundred eighty (180) day period.

ARTICLE 12 – DEFINITIONS

"Adjustment" means a written order signed by an authorized representative of the City and Contractor and which approves changes in the scope of the Work in the Job Order; in the total compensation or time allowed for completion of the Job Order, or modifications to other contract terms.

"Allowance" means an agreed amount by the City and Contractor for items which may be required to complete the scope of work.

"As-built Document" – "As-built in construction is equivalent to "as-is." Drawings deemed "as-built" are final drawings that include all changes made during the actual construction process. These drawings represent the actual existing constructed conditions as opposed to designs or a proposed condition. The As-built Documents should be per Arizona Revised Statute 32-152.

"Blueline or Blackline Prints" – Prints that allows comparison of document versions to show what has been revised.

"Change Order" means a written order signed by an authorized representative of the City and which approves changes in the total compensation or time allowed for completion of services consistent with S.R.C. Sec. 2-200.

"City" means the City of Scottsdale, Arizona, an Arizona municipal corporation. Regulatory activities handled by the City of Scottsdale Development Services, Planning and Fire Departments or any other City department are not subject to the responsibilities of the City under this Contract.

"City's Representative" means the person designated in Subdivision 7.4(A) (2).

"City's Senior Representative" means the person designated in Subdivision 7.4(A) (1).

"Construction Coordinator" means a City employee who coordinates the daily construction

activities with Contractor, and with their inspection staff that performs quality control inspections, enforces project plans and specifications and adopted City codes and ordinances.

"Construction Documents" means the plans, specifications and drawings prepared by the Design Professional after correcting for permit review requirements and incorporating addenda and approved Job Order Adjustments.

"Construction Fee" means Contractor's home office overhead and profit, whether at Contractor's principal or branch offices. This includes the home office costs and any limitations or exclusions that may be included in the General Conditions for the construction phase.

"Contract" or "Job Order Contract" means this fully executed Contract between the City and Contractor.

"Contract Administrator" means the person designated in Article 7.4.

"Contract Documents" means the following items and documents in descending order of precedence executed by the City and Contractor: (1) Change Orders; (2) Job Order Adjustments; (3) Contract Modifications; (4) this Contract including all exhibits and attachments; (5) Contractor's Proposal (if any); (6) Contractor Statement of Qualifications.

"Contract Modification" means a specific written concurrence between the City and Contractor for changes to this Contract.

"Contract Price" means the amount or amounts stated in Article 4 subject to any Contract Adjustments.

"Contract Services" means the services required by the Contract Documents.

"Contract Time(s)" means the time stated in Article 3, subject to Job Order Adjustments or extensions as permitted by this Contract.

"Contractor" is Contractor selected by the City to provide or procure construction services as detailed in this Job Order Contract.

"Contractor Payment Request" means the City form used by Contractor to request progress payments for Job Orders in accordance with Article 6.

"Contractor's Representative" means the person described in Article 7.4(B) (2).

"Contractor's Senior Representative" means the person described in Article 7.4(B) (1).

"Day(s)" means calendar days unless otherwise specifically noted in the Contract Documents.

"Delay" means an unanticipated event or interference with the progress of a critical path work activity being performed at the time that causes the completion date of the project to be extended. Delays may be caused by the City, Contractor, third parties or Force Majeure events. Delays may be excusable, compensable, non-compensable or concurrent.

"Delay, Compensable" means delay that results from the City's actions or inactions that entitle Contractor to both a time extension and delay damages.

"Delay, Concurrent" means 2 or more delays, within the same timeframe, both of which would independently impact the project's critical path. If one delay is caused by the City and the other by Contractor, Contractor will generally be entitled to an excusable, non-compensable time extension, to the degree the delays may "overlap."

"Delay, Excusable" means an unforeseeable delay caused by an event beyond the control and without the fault or negligence of Contractor (including its Suppliers and Subcontractors). Excusable delays may be compensable or non-compensable, depending upon whether the terms of the contract or the law allows recovery of delay costs. Unless otherwise shown, it will generally be presumed that these delays are non-compensable.

"Delay, Non-Excusable" means a delay within the control of Contractor, its suppliers and subcontractors, or a delay resulting from a risk taken by Contractor under the terms of the Contract. Contractor will not be due any time extension or delay damages, and may be responsible for paying to the City, actual or liquidated damages for the delay.

"Deliverables" means the work products prepared by Contractor in performing the scope of work described in this Contract. Some of the major deliverables to be prepared and provided by Contractor may include, but are not limited to: Construction Management Plan, Project Schedule, Schedule of Values, alternative system evaluations, procurement strategies and plans, cost estimates, construction market surveys, cash flow projections, Subcontractor procurement plan, Subcontractor Contracts, Subcontractor bid packages, Supplier Contracts, and others as indicated in this Contract or required by the Project Team.

"Design Professional" means a qualified, licensed design professional who furnishes design or construction administration services.

"Differing Site Conditions" comply with M.A.G. Standard Specifications, Subsection 102.4.

"Duration of the Work" means the number of Days from a Job Order Notice to Proceed to Substantial Completion.

"Field Order" means a written field directive prepared and signed by the City, directing a change in work that may or may not include an adjustment in contract price or contract time.

"Final Acceptance" means the completion of a Job Order as prescribed in Article 3.4.

"Informational Submittals" – Submittals are required (common with construction projects) for the architect and engineer to verify that the correct products and quantities will be installed on a project.

"Job Order" or "Project" means a specific scope of Contract Services done pursuant to an individual Job Order and includes a specific written Contract between the City and Contractor for a Job Order including a Scope of Work, a Job Order Price, a Duration of the Work and any special conditions that may apply to be performed under this Contract. The Job Order includes the plans, technical specifications, special provisions and Contractor's proposal either by reference or inclusion.

"Job Order Price" means the amount negotiated between Contractor and the City that includes costs, overhead, bonding, insurance, profit and other costs as agreed to and calculated on the

Unit Prices, Cost-coefficient and Special Items as prescribed in Article 4.

"Job Order Time" means the time from the Job Order Notice-to-Proceed to Substantial Completion. The approved Job Order Time will be made part of this Contract by executing an individual Job Order for that specific Project.

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

"Liquidated Damages" means an amount Contractor will pay in compliance with Article 3.5.

"Must" and "will" as used in this Contract are mandatory.

"Notice to Proceed," (NTP) means a written notice given by the City to Contractor fixing the date on which Contractor will start to perform Contractor's obligations under that individual Job Order.

"Owner Agent," "City's Agent" or "Owner Representative" see "City's Senior Representative."

"Payment Request" means a monthly progress payment request that is based on a monthly estimate of the dollar value of the Work completed.

"Product Data" means illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by Contractor to illustrate materials or equipment for some portion of the Work.

"Professional Certification" – Professional certification is a designation which indicates that a person is qualified to perform a job or task. Professional certification can be trade certification or professional designation.

"Project Record Documents" means the documents created pursuant to Article 1.9.

"Project Record Drawing Prints" – Set of current design drawings used by construction contractor for reference during construction. These drawings are typically marked up during the construction process, and are used to develop the subsequent "as-built" drawings.

"Punch List" means those minor items of Work to be completed before Final Acceptance which do not prevent the Project from being used for the purpose for which it is intended and which will not prevent the issuance of a Certificate of Occupancy.

"Samples" means physical examples, which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

"Schedule of Values (SOV)" means the Document specified in the construction phase, which divides the Contract Price into pay items, such that the sum of all pay items equals the Contract Price for the construction phase Work, or for any portion of the Work having a separate specified Contract Price. The SOV may or may not be output from the Progress Schedule depending on whether the Progress Schedule is cost-loaded or not.

"Shop Drawings" means drawings, diagrams, schedules and other data specially prepared for the Work by Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor

to illustrate some portion of the Work.

“Site” means the land or premises on which a Job Order is located. Contractor will require all subcontractors to include the street address of the Job Order in their contracts.

“Specifications” means those sections of the Contract Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain applicable administrative details.

“Subcontractor” or “Sub consultant” means any person or entity retained by Contractor as an independent contractor to perform a portion of the Contract Services and must include material men and suppliers. All Subcontractors must be selected in accordance with the selection plan stated in Article 1.13.

“Substantial Completion” means when the Work, or when an agreed upon portion of the Work is sufficiently complete so that the City can occupy and use the Project or a portion of it for its intended purposes. This may include, but is not limited to: (1) approval by the City Fire Marshall and local authorities (Certificate of Occupancy); (2) issuance of elevator permit; (3) demonstration to the City that all systems are in place, functional, and displayed to the City or its representative; (4) installation of all materials and equipment; (5) City review and acceptance of all systems; (6) City review and acceptance of draft O&M manuals and record documents; (7) City operation and maintenance training completed; (8) HVAC test and balance completed [provide minimum 30 days before projected substantial completion]; (9) completed landscaping and site work; and (10) final cleaning.

“Supplier” means a manufacturer, fabricator, supplier, distributor, material man or vendor having a direct contract with Contractor or any Subcontractor to furnish materials or equipment to be incorporated in the construction phase work by Contractor or any Subcontractor.

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

CITY OF SCOTTSDALE, ARIZONA

CONTRACT NO. 2025-006-COS

CONTRACT

This Contract has been properly executed by the parties above named, on the date and year written above, to be retained by the City Clerk.

Contractor agrees that this Contract, as awarded, is for the stated Work and understands that payment for the Work will be made on the basis of the indicated amount, per the terms and conditions of this Contract.

CITY OF SCOTTSDALE, an
Arizona municipal corporation

By:


Lisa Borowsky, Mayor

CONTRACTOR:
C S Construction, Inc.

By:

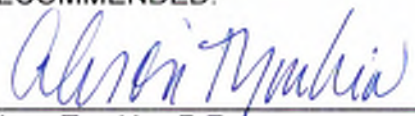

Ross Genenbacher, Vice President

ATTEST:



Ben Lane, City Clerk

RECOMMENDED:

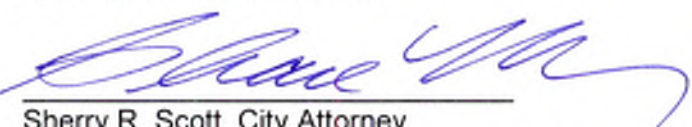


Alison Tymkiw, P.E.
City Engineer



George Woods
Risk Management Director

APPROVED AS TO FORM:


Sherry R. Scott, City Attorney

By: Shane C. Morrison, Assistant City Attorney

EXHIBIT A

**STATUTORY PERFORMANCE BOND
PURSUANT TO TITLE 34, CHAPTER 6,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract Amount)**

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal) as Principal, and _____, a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Scottsdale, County of Maricopa, State of Arizona in the amount of _____ Dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the City of Scottsdale, dated the _____ day of _____, 2025, for Bid No. (bid number), Project No. (project number), (project name), which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, the condition of this obligation is such, that if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and Contracts of the contract during the original term of the contract and any extension of the contract, with or without notice to the surety, and during the life of any guaranty required under the contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and Contracts of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED HOWEVER, that this Bond is executed pursuant to the provisions of Title 34, Chapter 6, Arizona Revised Statutes, and all liabilities on this Bond will be determined in accordance with the provisions of Title 34, Chapter 6, Arizona Revised Statutes, to the extent as if it were copied at length in this Contract. The prevailing party in a suit on this bond will recover as part of the judgment reasonable attorney fees that may be fixed by a Judge of the Court. The performance under this bond is limited to the construction to be performed under the contract and does not include any design services, preconstruction services, financial services, maintenance services, operations services or any other related services included in the contract.

WITNESS our hands the _____ day of _____, 2025.

PRINCIPAL

BY:

SURETY (SEAL)

AGENCY OF RECORD

AGENCY ADDRESS

EXHIBIT B

STATUTORY PAYMENT BOND

PURSUANT TO TITLE 34, CHAPTER 6,
OF THE ARIZONA REVISED STATUTES

(Penalty of this bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal), as Principal, and _____ a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Scottsdale, County of Maricopa, State of Arizona, in the amount of _____ Dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the City of Scottsdale dated the _____ day of _____, 2025, for Bid No. (bid number), Project No. (project number), (project name), which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal promptly pays all monies due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in the contract, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 6, of the Arizona Revised Statutes, and all liabilities on this bond will be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 6, Arizona Revised Statutes, to the same extent as if they were copied at length in this Contract.

The prevailing party in a suit on this bond will recover as a part of the judgment reasonable attorney fees that may be fixed by a Judge of the Court.

WITNESS our hands the _____ day of _____, 2025.

PRINCIPAL

BY:

SURETY (SEAL)

AGENCY OF RECORD

AGENCY ADDRESS

COPY

RESOLUTION NO. 13319

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING CONSTRUCTION SERVICES JOB ORDER CONTRACT (JOC) CONTRACT NO. 2025-005-COS WITH B&F CONTRACTING, INC., CONTRACT NO. 2025-006-COS WITH C S CONSTRUCTION, INC., AND CONTRACT NO. 2025-007-COS WITH OMNI ELECTRIC, LLC FOR CITYWIDE ELECTRICAL (CIVIL) CONSTRUCTION AND MAINTENANCE SERVICES.

WHEREAS, the City desires services for electrical (Civil) construction and maintenance services throughout the City on an as-needed basis; and

WHEREAS B&F Contracting, Inc., C S Construction, Inc., and OMNI Electric, LLC are qualified to render the services desired by the City.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Scottsdale, Maricopa County, Arizona as follows:

Section 1. The City Council hereby authorizes and directs the Mayor to execute, on behalf of the City, Construction Services Job Order Contract (JOC) Contract No. 2025-005-COS with B&F Contracting, Inc., Contract No. 2025-006-COS with C S Construction, Inc., and Contract No. 2025-007-COS with OMNI Electric, LLC, each in an amount not to exceed six million dollars (\$6,000,000) for the initial two year term of each contract.

Section 2. The City Manager or designee is hereby authorized to execute such other documents and take such other actions as necessary to carry out the intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Scottsdale this 28 day of January, 2025.

ATTEST:

CITY OF SCOTTSDALE, an
Arizona municipal corporation

By: Ben Lane

Ben Lane, City Clerk

By: Lisa Borowsky

Lisa Borowsky, Mayor

APPROVED AS TO FORM:

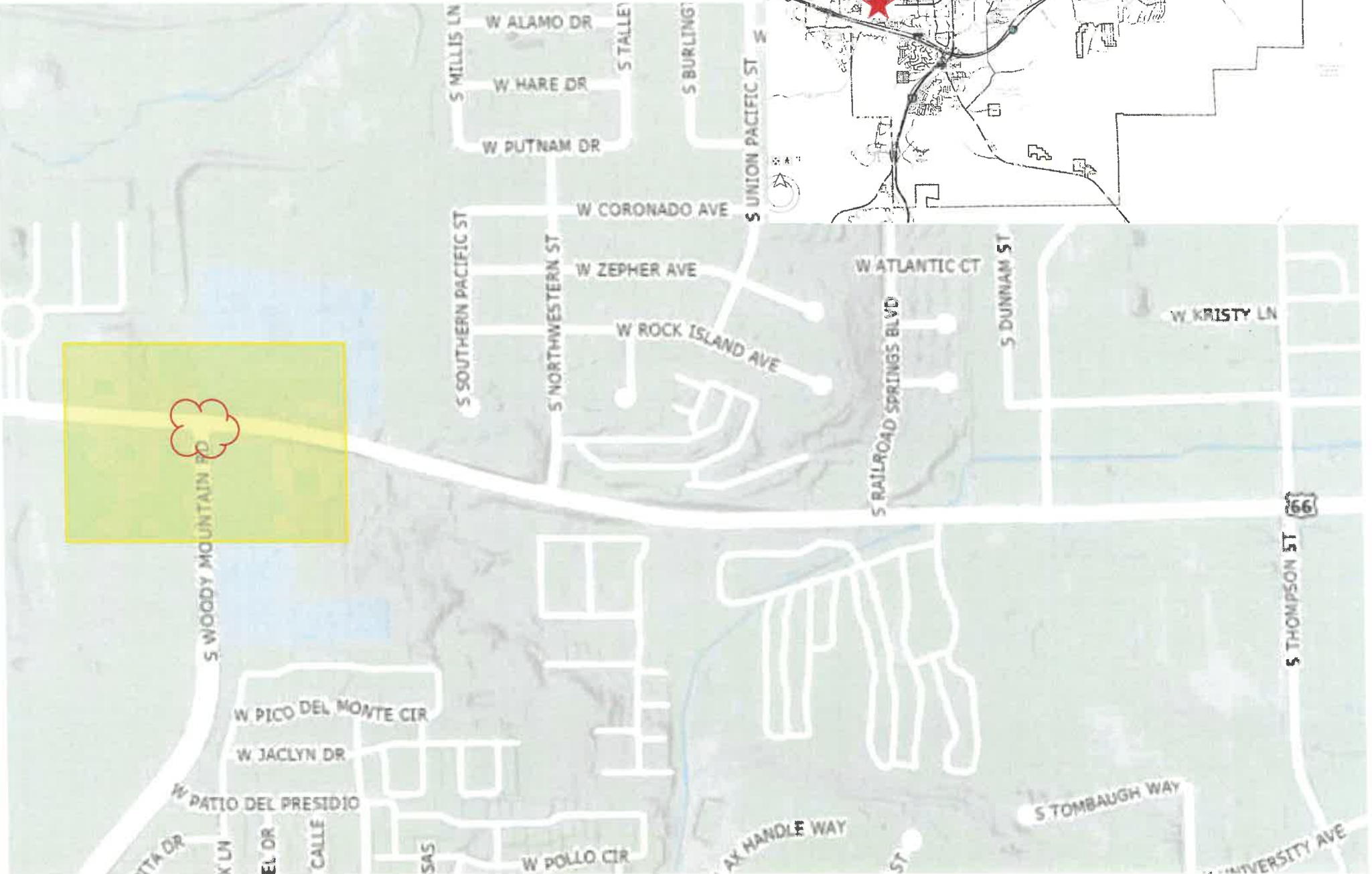
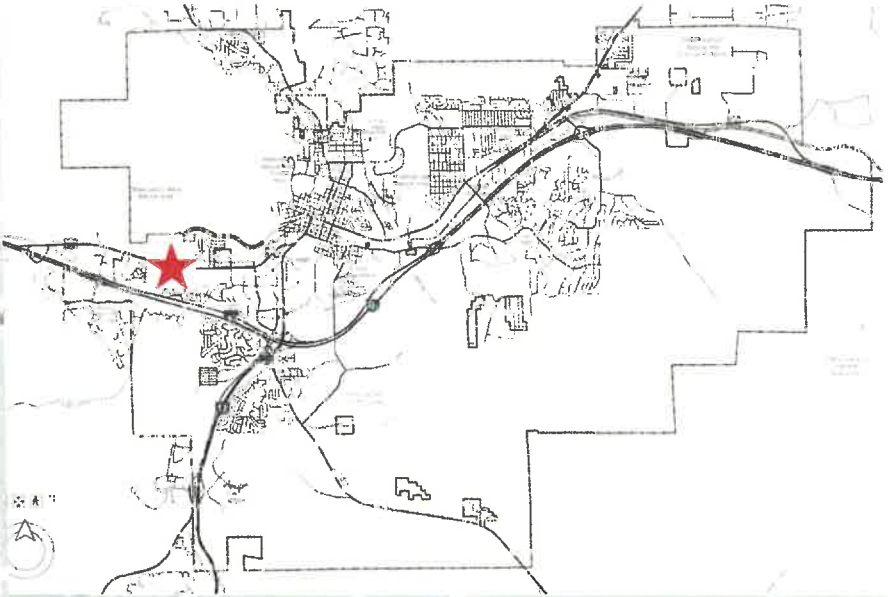
OFFICE OF THE CITY ATTORNEY

Sherry R. Scott
Sherry R. Scott, City Attorney

By: Shane C. Morrison, Assistant City Attorney

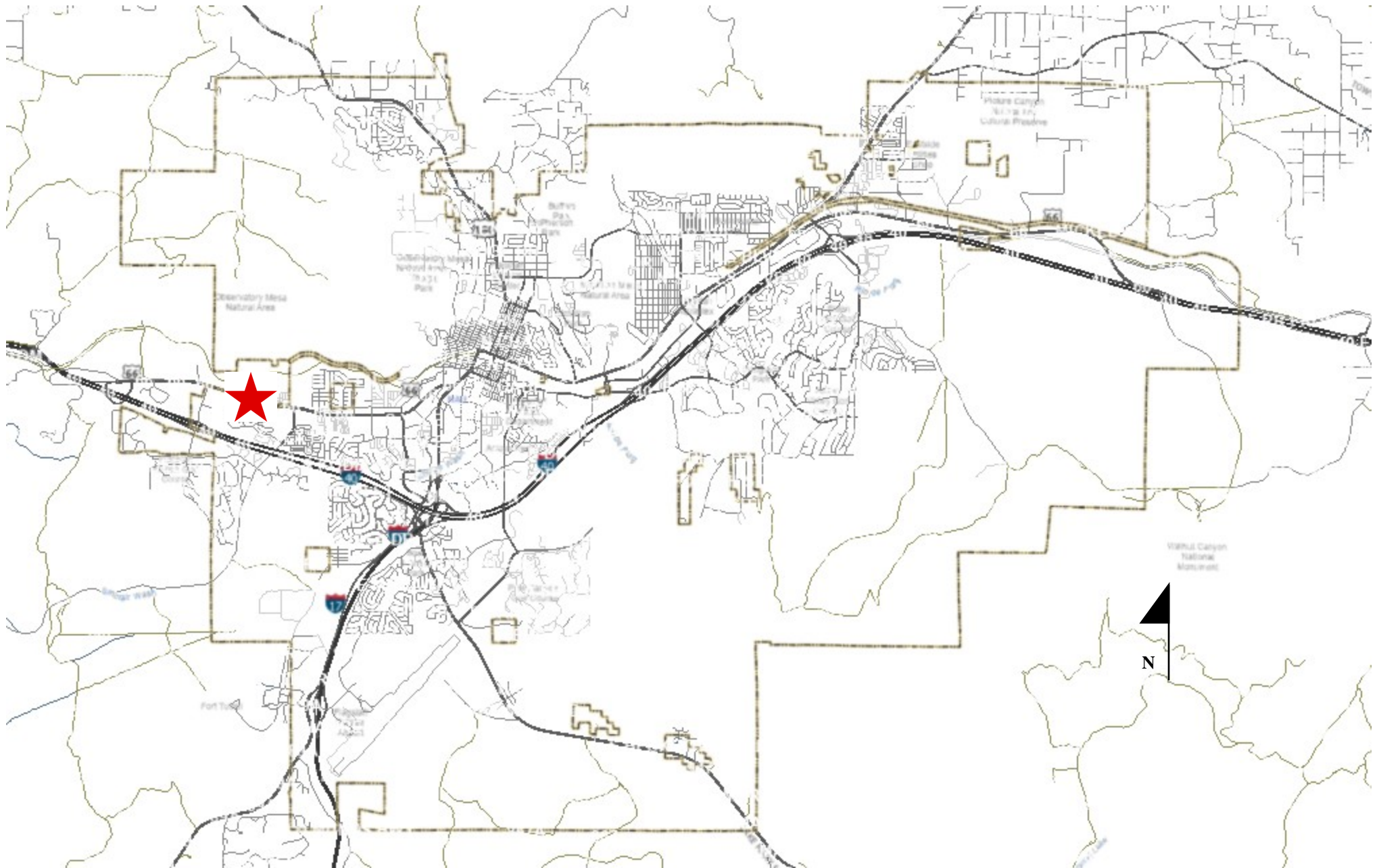
ST3631 Woody Mtn Rd / Route 66 Temp Signal

Vicinity Map



ST3631 Woody Mtn / Rt66 Traffic Signal

Context Map





**CITY OF FLAGSTAFF
CONTRACT SUPPLEMENTARY JUSTIFICATION**

- CONTRACT ALLOWANCE**
- ADMINISTRATIVE CHANGE ORDER**

PROJECT NO.	<u>ST3631</u>	PROJECT NAME	<u>Woody Mountain Rd. and West Route 66 Traffic Signal</u>
FILE NO.	<u>03-25010</u>	PROJECT MANAGER	<u>Dave Nixon</u>
CONTRACTOR / CONSULTANT	<u>CS Construction, Inc.</u>		

PROJECT DESCRIPTION

The Project generally consists of installing a temporary span-wire traffic signal at the existing (3) way intersection at Woody Mountain Rd and West Route 66. This intersection currently has no signalization in place. Additional work to include dark sky compliant luminaires at each corner of the intersection as well as pushbutton pedestrian controls mounted on square post.

JUSTIFICATION FOR USE & AMOUNT

Contract Allowance Amount	<u>\$40,087.50</u>	Administrative Change Order Amount	<u>\$57,450.00</u>
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Justification

Request is to provide an allowance to accommodate unanticipated and/or unforeseen issues and for quantity adjustments. Plan quantities are considered accurate but final quantities are measured during construction. The contractor must be compensated for actual quantities of work (MAG 102.3). Quantities often change because of unknown and/or necessary field changes. Without an allowance, project work may need to be suspended until an agenda item can be brought before Council for consideration and approval. An allowance will provide needed flexibility in delivery of improvements, minimizing negative impacts to the community during construction. Any additional quantities needed do become an asset of the City and any unused fund allocation is returned to the program fund.




COST / BUDGET / FUNDING SOURCE ANALYSIS

Contract Allowance Amount	<u>\$40,087.50</u>	Administrative Change Order Amount	<u>\$57,450.00</u>
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Justification

Allowance request is 7.5% of the total contract value of \$574,500.00 from CS Construction, Inc. and Change Order Amount is 10% of the \$574,500.00 bid from CS Construction, Inc. The Arizona State Legislature passed Senate Bill 1737, which appropriated \$1,900,000 to be distributed to the City of Flagstaff for the design and construction of a traffic signal at the intersection of Woody Mountain Road and U.S. Route 66. The City of Flagstaff Council reviewed and adopted resolution 2025-47 on October 7, 2025 to accept the \$1.9M, the City of Flagstaff has received the \$1.9M. The budget accommodates design, construction estimated costs, permitting, testing and inspection, soft costs, and Capital Improvements project management costs.

APPROVALS

Project Manager	<u></u>	Dave Nixon	<u>01/13/2026</u>
Section Head	<u></u>	Trevor Henry	<u>1/14/26</u>
Division Head	<u></u>	Paul Mood	<u>01/14/2026</u>

CS Construction Contract

W. Route 66 and Woody Mountain Rd. Traffic Signal





Senate Bill 1737 and ADOT IGA

- Senate Bill 1737
 - \$1.9 million appropriation for design and construction of a traffic signal at W. Route 66 and Woody Mountain Rd.
 - City Council approved an IGA with ADOT on October 7, 2025 to accept funds for design and construction of the traffic signal.
 - ADOT has transferred funds to the City



Design and Construction



- Lee Engineering
 - Design contract of \$28,500
 - Design currently at 60%

- CS Construction
 - Cooperative Purchase Agreement through City of Scottsdale Traffic Signal Job Order Contract 2025-006-COS
 - Construction Contact in the amount of \$574,500



Existing Conditions



Looking west along W. Route 66



Looking south towards Woody Mountain Rd.



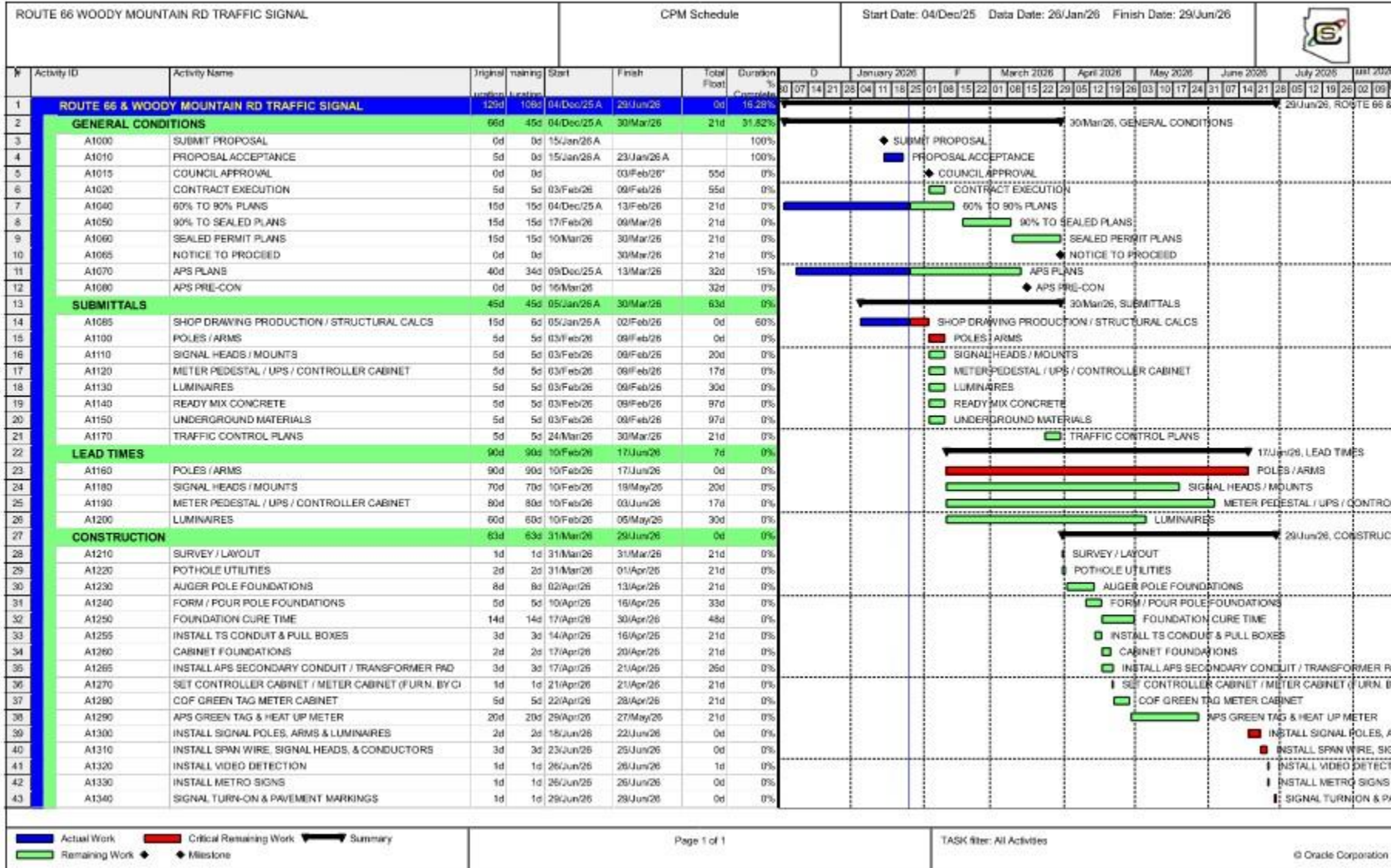
Temporary Span-Wire Signal



Butler Ave & Fourth Street Span-Wire Signal



Construction Schedule



Contractor Long Lead Items

- Meter Pedestal (40 weeks)
- Poles (17 weeks)
- Signal Heads (14 weeks)
- Luminaires (12 weeks)

Estimated Completion Date

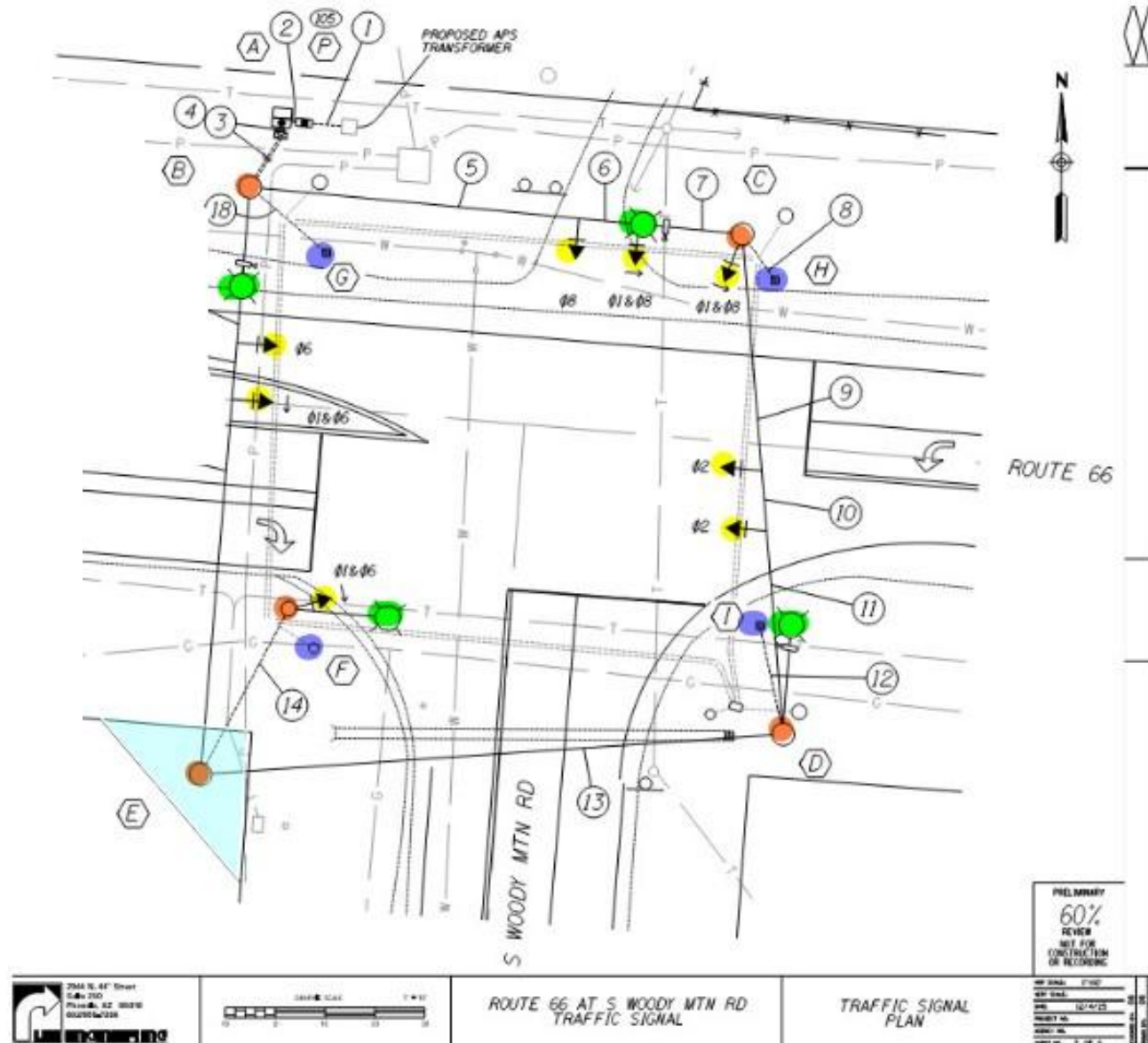
- June 29, 2026



Construction Plans 60%



-  Steel Pole
-  Signal Heads
-  Luminaire
-  Pushbutton
-  Easement



Questions?



**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Edward Schenk, Water Services Section Director - Stormwater
Co-Submitter: Stacey Brechler-Knaggs
Date: 01/29/2026
Meeting Date: 02/03/2026



TITLE:

Consideration and Adoption of Resolution No. 2026-02: A resolution of the Flagstaff City Council, approving a submission of a grant application between the State of Arizona through the Arizona Department of Transportation and City of Flagstaff for the Arizona State Match Advantage for Rural Transportation (AZ SMART) Match Reimbursement for the Seligman Sub Big Fill Lake Project (Big Fill Lake).

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2026-02 by title only
2. City Clerk reads Resolution No. 2026-02 by title only (if approved above)
3. Adopt Resolution No. 2026-02

Executive Summary:

The City of Flagstaff has been working with the BNSF Railway since 2022 on a drainage design that will alleviate a large ponding condition on the east side of Flagstaff termed "Big Fill Lake". This condition has resulted in dozens of homes receiving a restrictive Floodway designation under FEMA regulations. The project, if completed, will remove over 50 homes from the FEMA Floodway designation and open up nearly 200 acres of land for re-development. An additional benefit would be the future use of one of the tunnels as a bimodal transportation corridor connecting Continental Park with Picture Canyon Natural and Cultural Preserve. The City and BNSF are currently pursuing a Federal Rail Administration (FRA) grant to complete the project but will need to provide a non-Federal match. The purpose of this Resolution is to provide Council support of staff's pursuit of a grant application for a AZ SMART match grant to alleviate the financial impact of this project on the Stormwater Utility fund.

Financial Impact:

Project Name: Seligman Sub Big Fill Lake
 Total Cost: \$17,000,000 (approximately, final cost will be determined in 2026)
 Federal Cost (FRA grant if approved): \$13,600,000 (approximate)
 Non Federal Cost (City and BNSF): \$3,400,000 (approximate)
 Account Number Budgeted: 206-08-385-3597-0-XXXX (account numbers and related dollar amounts to be added closer to final numbers)
 FY Budgeted Amount: this project is not funded in the current FY beyond design costs. The Stormwater Capital Plan has funding occurring in FY27-28 and FY28-29 with possible debt proceeds needed to fund part of the City Match within the Stormwater Fund.
 Grant Funded: Application due February 2026
 Funding Source: U.S. Department of Transportation, Federal Railroad Administration, Stormwater Fund

Policy Impact:

No impact

Previous Council Decision or Community Discussion:

There has been no previous Council Decision on this particular project, there have been previous AZ SMART grant Resolutions for JW Powell extension, Downtown Mile, and Butler Street Improvements.

Options and Alternatives to Recommended Action:

- 1) Approve this Resolution allowing the City to pursue a match of the Federal Rail Administration (FRA) grant using State funds (AZ SMART)
- 2) Not approve this Resolution in which case the City and BNSF will bear the full 20% match for the FRA grant.

Background and History:

This project replaces undersized, failing culverts beneath the BNSF railroad embankment while providing a grade-separated pedestrian crossing at a location where trespassing activities may occur. The existing culverts have exceeded their service life and lack adequate hydraulic capacity to convey Rio de Flag flows from its 111-square-mile watershed. FEMA studies indicate a 100-year storm would generate over 3,100 acre-feet of retention at depths exceeding 20 feet across 1,141 acres. Quantitative analysis shows a high probability of embankment issues during major floods, threatening destructive conditions and rail service concerns. Historical flooding, including a 1993 event (25–50-year recurrence), demonstrates the potential issues. The oversized replacement culvert serves dual purposes: ensuring flood conveyance capacity during storm events and functioning as a safe pedestrian underpass during dry periods, eliminating at-grade rail crossing concerns.

The oversized culvert doubles as a pedestrian passage beneath railroad tracks, providing safe access to Picture Canyon Natural & Cultural Preserve and Continental Park for 3,000–4,500 neighboring residents per the Transportation Master Plan. The project furthers efforts already underway to mitigate potential safety concerns while connecting neighborhoods to outdoor recreation amenities.

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.

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:

- Provide re-development potential for currently undeveloped land within a restrictive FEMA Floodway designation.

Connection to Division Specific Plan:

- This project ties into disaster preparedness objectives for both the Water Services Division Strategic Plan and the Stormwater Utility Strategic Plan.

Attachments: [Res. 2026-02](#)
[Presentation](#)

RESOLUTION NO. 2026-02

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE STATE OF ARIZONA FOR THE ARIZONA STATE MATCH ADVANTAGE FOR RURAL TRANSPORTATION (AZ SMART) FUND FOR THE SELIGMAN SUB BIG FILL LAKE PROJECT AND AUTHORIZING ACCEPTANCE UPON AWARD

RECITALS:

WHEREAS, in Chapter 322 of the Laws of 2022 ("the Act"), the Arizona Legislature established the AZ SMART Fund and program, and authorized the State Transportation Board, among other things, to award grants to Eligible Applicants for design and other engineering services ("DOES"), grant development and submission ("GDS"), and Match for a surface transportation project for which the Applicant will submit a Federal Grant application; and

WHEREAS, ARS §28-399.Q.1 as amended in Chapter 120 of the Laws of 2024 defines "Federal grant" to mean a federal discretionary grant program administered by any federal agency for surface transportation purposes; and

WHEREAS, the AZ SMART Fund Request for Grant Applications and Agreement ("RFGAA") defines "surface transportation purposes" to mean a road, bridge, transit, or rail infrastructure project, study, or plan document that is eligible for a Federal Grant; and

WHEREAS, Applicants for AZ SMART Fund must apply in accordance with the requirements of the Act and the RFGAA; and

WHEREAS, the City of Flagstaff has determined that it will apply to the AZ SMART Fund for design funding for the Seligman Sub Big Fill Lake Project (the "Project"); and

WHEREAS, the RFGAA requires that applications include a resolution from the governing body of the Applicant stating the Project is in the best interests of the residents of the municipality or county in which the Project is or will be located and requires the resolution to state the commitment of Applicant funds, if applicable; and

WHEREAS, the City is authorized upon award to accept the Grant Agreement from the AZ SMART Fund and program, authorized by the State Transportation Board.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. That the City of Flagstaff Project described above is in the best interests of the residents of Flagstaff, Arizona.

SECTION 2. That the City of Flagstaff requests up to \$4 million in construction funding ("Match") from the AZ SMART Fund for the "Seligman Sub Big Fill Lake" drainage and bimodal

transportation project.

SECTION 3. That the City of Flagstaff intends to pursue federal grant funding for construction of the Project within two years of the AZ SMART Fund award, in accordance with program requirements.

SECTION 4. That the City of Flagstaff is authorized to submit and sign the RFGAA.

SECTION 5. That the City of Flagstaff is authorized to accept the AZ SMART Fund grant award, if awarded, and the Mayor, City Manager, and City Attorney are authorized to execute the corresponding Grant Agreement and any other documents necessary to facilitate the acceptance of the award.

SECTION 6. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 6th day of January, 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Resolution for submittal of an AZ SMART Match grant for “Big Fill Lake”

February 3 2026





AZ SMART Match Resolution

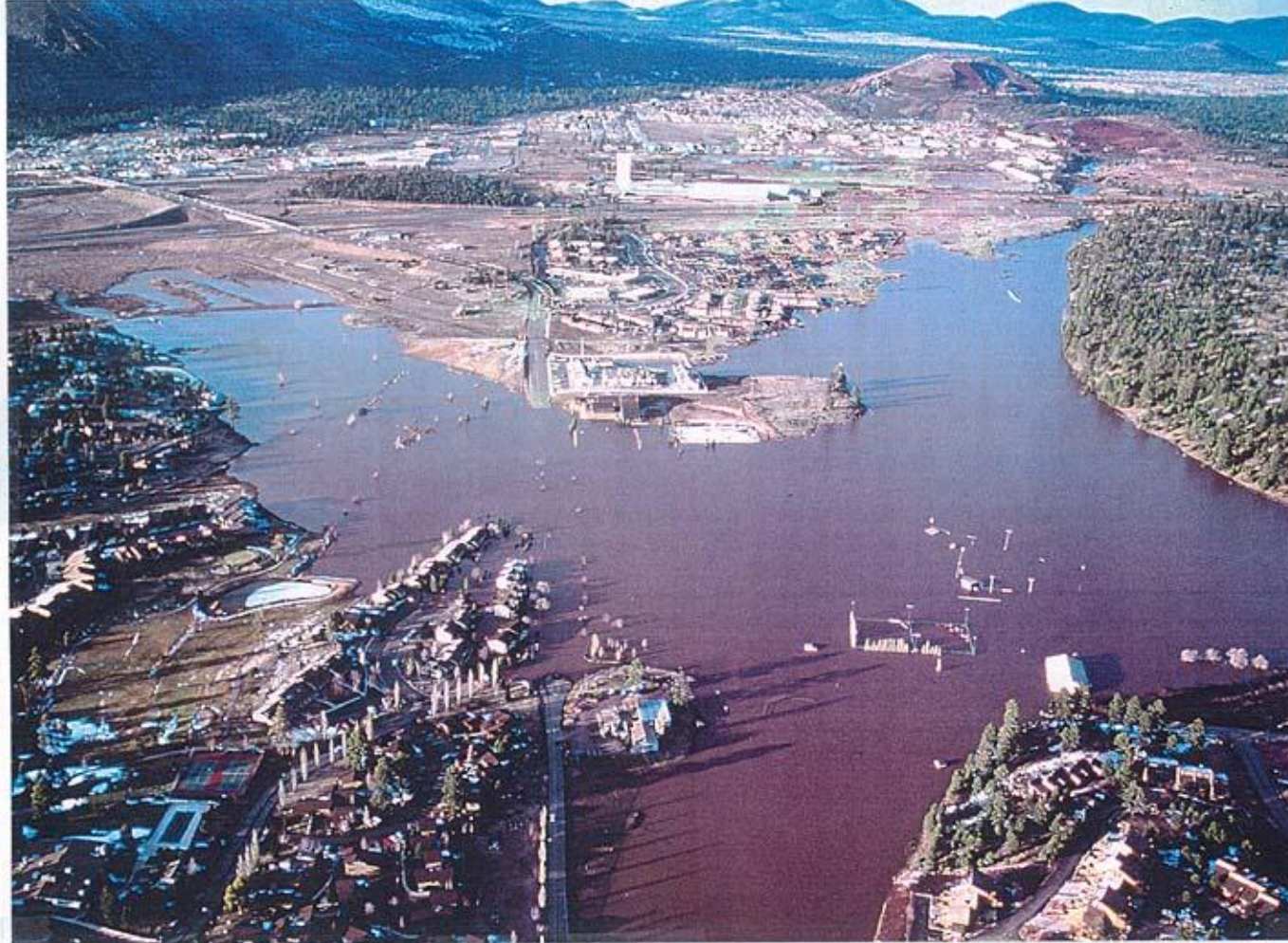
- Overview of “Big Fill Lake”
- Overview of project
 - Why now?
 - What’s the benefit?
 - What’s the cost?
- Federal grant opportunity (FRA)
- AZ SMART Match opportunity



Big Fill Lake (Rio de Flag) during spring 2023 runoff



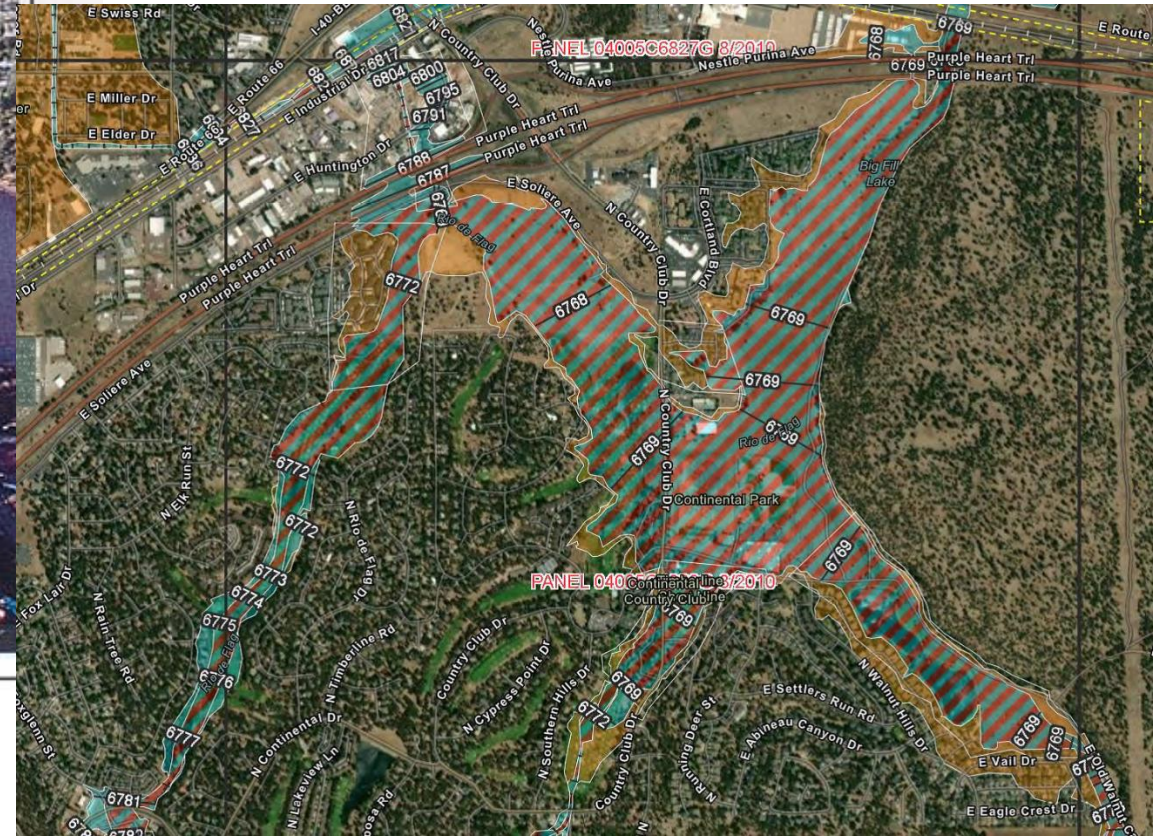
What is "Big Fill Lake"?



U.S. Army Engineer District

Key dates:

- 1882: Santa Fe Railroad
- 1926: Route 66
- 1993: Major flood
- 2010: FEMA Special Study
- 2023: Minor flood
- 2022-today: City-BNSF study



Continental Estates Area - Post Peak Photo

Figure 4.5 1993 Flood Photos - Continental Area



BNSF embankment view



BNSF at Rio de Flag
02.07.2025 12:51 PM
35.22052, -111.56737
5100 Test Dr, Flagstaff, AZ 86004

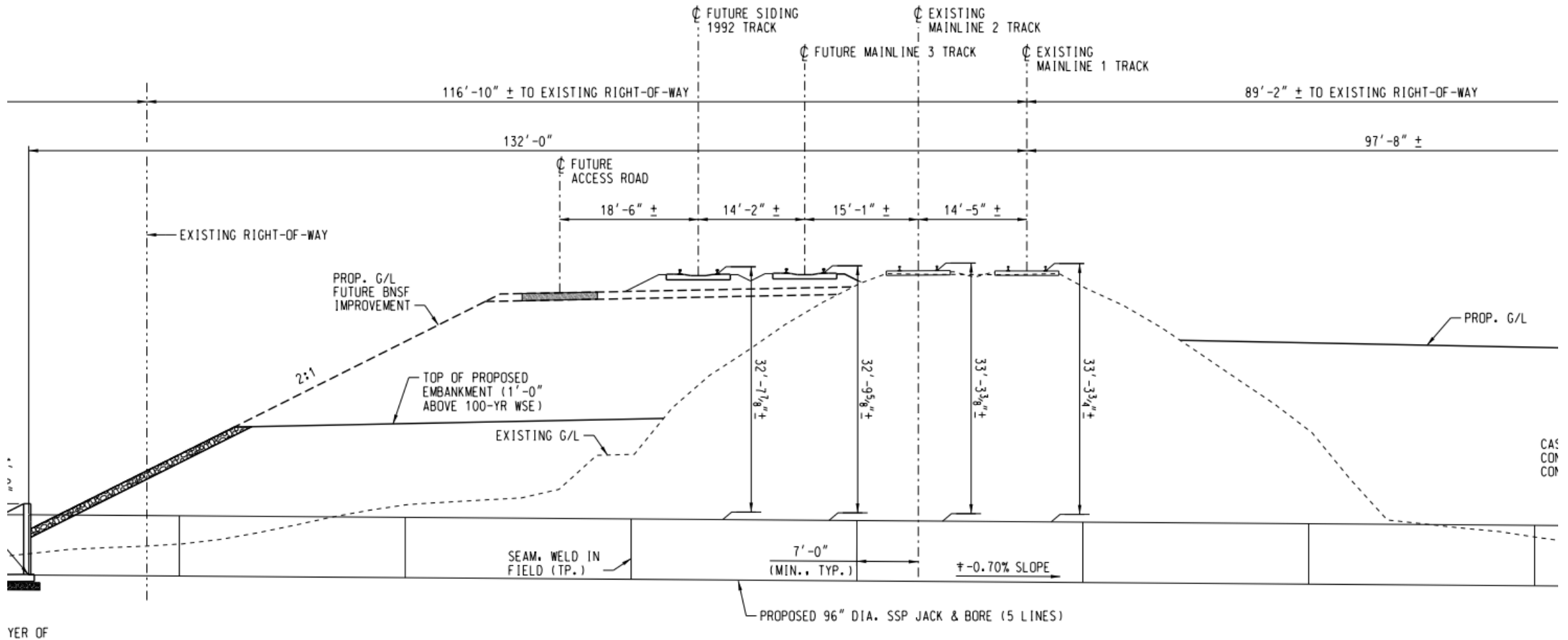
BNSF at Rio de Flag
02.07.2025 12:53 PM
35.2203, -111.56697
4099 Historic Rte 66, Flagstaff, AZ 86004



Project (2022 to present)



Why now?





Project details



Stakeholders

City of Flagstaff

BNSF

Federal Railway Administration (potential)

GFT Transystems

Wilson & Company

MetroPlan

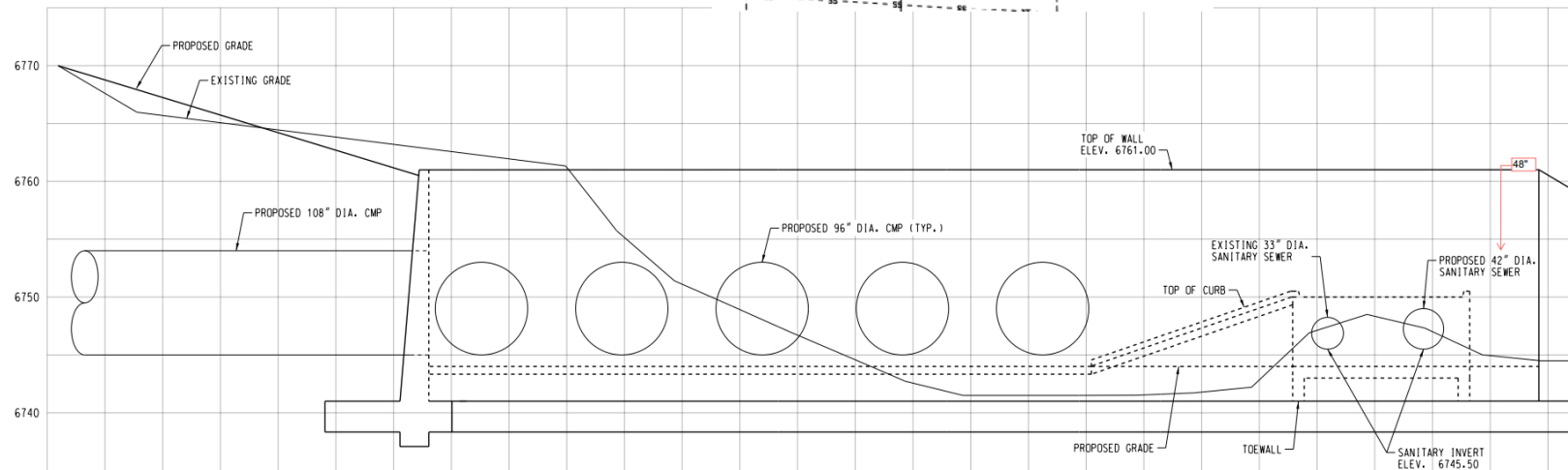
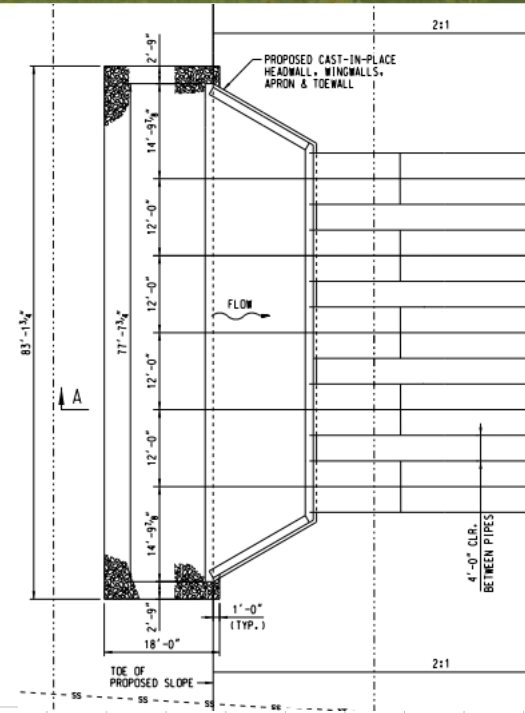


Project details

Project scope and design

Replace two undersized culverts with five (5) tunnels, four of which will be 8 feet in diameter, the fifth will be 9 feet in diameter.

Reconstruct the outlet structure combining the Rio de Flag and Penstock Wash outfalls and providing trail access.



SECTION B-B



Project details

What's the benefit?

Allows for re-development of 200 acres of undisturbed land

Will allow for 51 homes to be re-mapped outside the FEMA Floodway

Reduces regulation on dozens of more homes, businesses and over 1000 acres of land.

Provides climate and post-wildfire flood resiliency

Provides a trail access for the future regional park to Picture Canyon

Reduces rail-pedestrian conflicts (FRA 2024: 52 incidents, 32 fatalities in Flagstaff, 9 incidents and 5 fatalities at this mile post – 338)

Reduces catastrophic levee failure risk for rail and Route 66



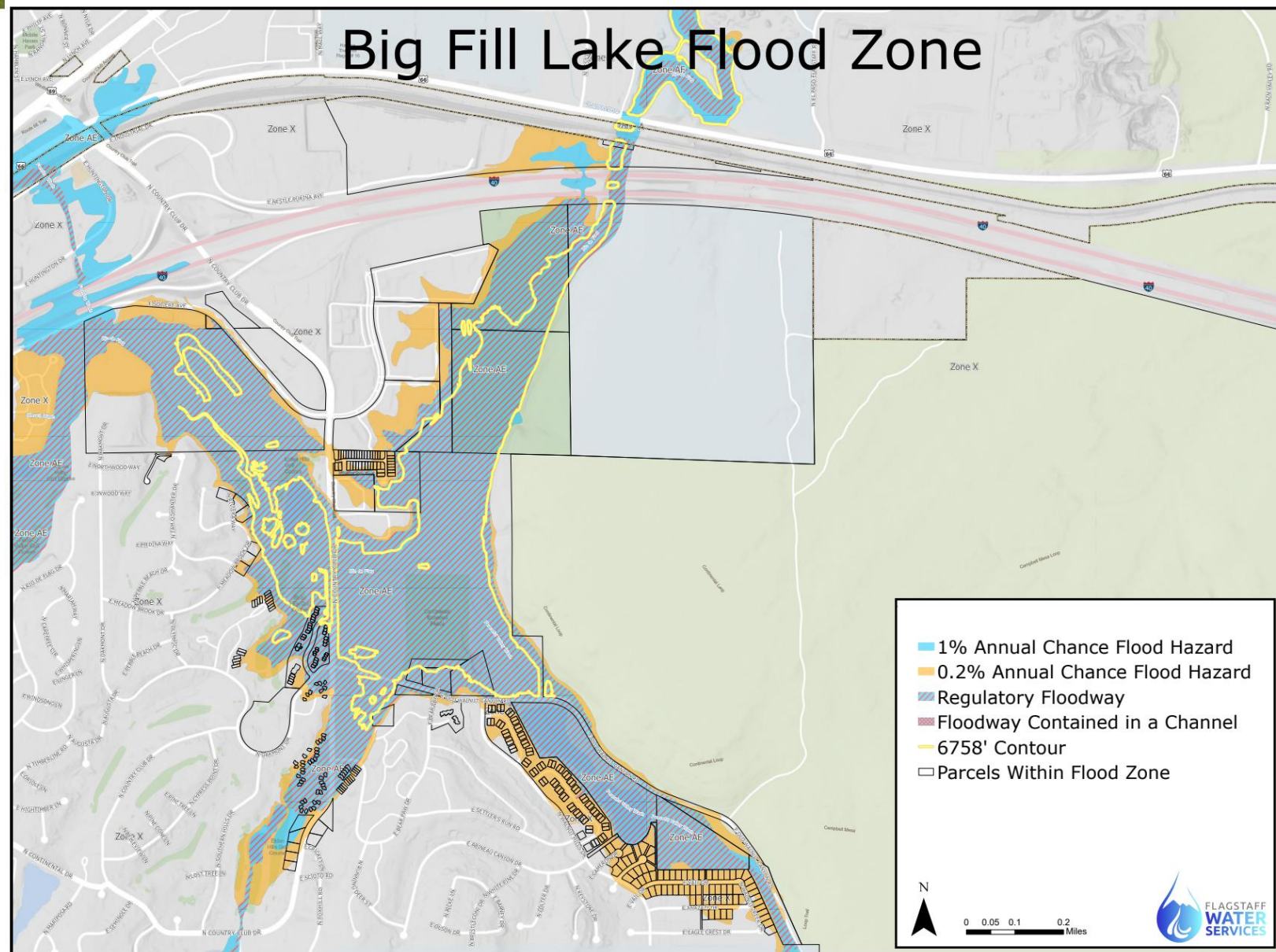
Project benefits



Designed to reduce base flood elevation by 10 feet.

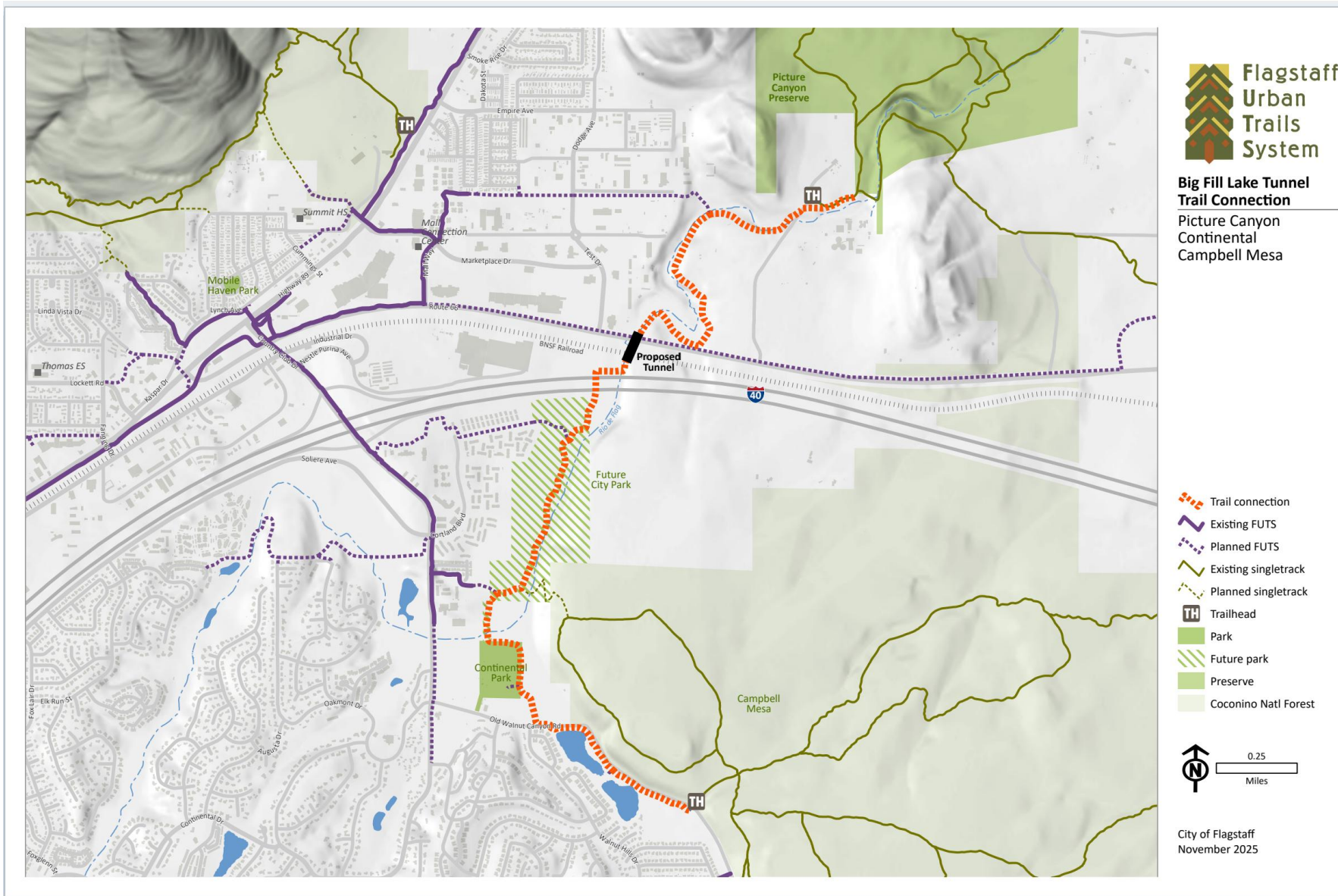
Area marked in yellow will be the new FEMA Floodway (once approved)

Affected parcels shown





Project benefits cont'd





Project details

What's the cost? (Approximate)

Construction: \$13M

Project management: \$1M

Contingency, bonds: \$5M

Federal grant request (80%): \$15,600,000

*Non-Federal cost (inclusive): \$3,900,000

* includes: AZ SMART Match request, CoF Stormwater Utility funds, and BNSF contribution for existing utility conflict for their third rail project.



FRA grant



Federal Railway Administration (FRA) grant for improving Amtrak service and increasing safety.
(National Railroad Partnership Program/Federal-State Partnership for Intercity Passenger Rail Grant)

Submittal name: *Seligman Sub Big Fill Lake Project: Critical Hydraulic Infrastructure Enhancing Flagstaff (CHIEF)*

Focused on reducing pedestrian-rail fatalities as historically demonstrated in the Country Club Drive to eastern edge of city limits as well as reducing rail embankment failure risk.

Being written by Wilson & Company, procured by BNSF. Major support from the City of Flagstaff and MetroPlan

Submittal February 6th



AZ SMART Match grant



Requirements

- City Council Resolution approving submittal (this Resolution)
- Concurrence from regional transportation (MetroPlan, completed)
- Letters of support, five collected
 - Chamber of Commerce, F³, ECoNA, Mountain Line, BNSF
- Funding will be sought for the full match but will likely be funded at a lesser amount due to current State allocations to AZ SMART
- Written by Staff with support from MetroPlan and Wilson & Company

Questions?



**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Bryce Doty, Real Estate Manager
Co-Submitter: Matthew Mansfield
Date: 01/29/2026
Meeting Date: 02/03/2026



TITLE:

Consideration and Adoption of Resolution No. 2026-08: A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement with Coconino County Community College District related to joint ownership and use of a firearms training facility

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2026-08 by title only
2. City Clerk reads Resolution No. 2026-08 by title only (if approved above)
3. Adopt Resolution No. 2026-08

Executive Summary:

This resolution approves an intergovernmental agreement with Coconino County Community College District ("CCCD") outlining the joint purchase and operation of the indoor shooting range located at 11972 N US Highway 89 Flagstaff, AZ 86004. The City is currently in escrow to purchase the property with a contingency in the purchase agreement requiring approval of this IGA.

The IGA allows the City and CCCD to purchase and manage a firearms training facility that will support their need for year-round, indoor training and educational activities. The IGA includes an initial agreement to license use of the facility to the Coconino County Jail District ("CCJD") and its employees, including the Coconino County Sheriff's Office ("CCSO"). Finally, the IGA allows the City and CCCD to license use of the facility to other law enforcement agencies for their training and educational needs. The CCJD license fee is being used to complete the purchase of the facility. Any future license fees are dedicated to facility operation and maintenance costs.

Financial Impact:

The facility purchase price of \$2,350,000 is funded as outlined in the IGA. The fiscal impact on the City of Flagstaff is one million and one hundred thousand dollars (\$1,100,000.00).

This consists of one million dollars (\$1,000,000.00) towards the purchase of the facility, and one hundred thousand dollars (\$100,000) to fund the maintenance and operations reserve fund required under the IGA. The remainder of the purchase price are fiscal obligations of CCCD and CCJD.

The City portion is funded with combination of development impacts fees of \$611,000 and the Police Department budget reallocation of \$489,000. Building purchase was not anticipated during the FY2025-26 Budget process and therefore is an unbudgeted purchase. City may be required to do a formal budget amendment to reallocate budget appropriation to the Police Department, if needed.

Policy Impact:

RESOLUTION NO. 2026-08

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH COCONINO COUNTY COMMUNITY COLLEGE DISTRICT RELATED TO JOINT OWNERSHIP AND USE OF A FIREARMS TRAINING FACILITY

RECITALS:

WHEREAS, The Coconino County Community College District and City of Flagstaff desire to enter into an intergovernmental agreement for joint ownership and use of a firearms training facility;

WHEREAS, the Parties are authorized to enter into this agreement pursuant to A.R.S. § 11-952 and 41-2632.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

The Flagstaff City Council hereby authorizes the Mayor to execute the Intergovernmental Agreement between Coconino County Community College District and the City of Flagstaff, Arizona, attached hereto as Exhibit A.

SECTION 2. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 3rd day of February, 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
IGA

INTERGOVERNMENTAL AGREEMENT
Related to Joint Ownership and Use Firearms Training Facility

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter “**Agreement**”) is entered into as of _____, 2026 (the “**Effective Date**”), by and between the COCONINO COUNTY COMMUNITY COLLEGE DISTRICT, a political subdivision of the State of Arizona formed and existing by virtue of A.R.S. § 15-1401 *et seq.* (“**College**”) and the CITY OF FLAGSTAFF, a municipal corporation of the State of Arizona (“**City**”).

RECITALS:

WHEREAS, the College, and the City all have significant need for an indoor shooting range facility (“**Firearms Training Facility**”) to provide year-round firearms training and educational opportunities for various law enforcement and educational activities; and

WHEREAS, the City intends to enter an agreement for the purchase of an existing privately owned property located at 11972 N US Highway 89 Flagstaff, AZ 86004 (“**Property**”), which satisfies the existing and future needs of the Coconino County Jail District, the College, and the City for a Firearms Training Facility; and

WHEREAS, the College and the City desire to share in the cost of acquiring the Property and operating it as the Firearms Training Facility, and to share use of said Firearms Training Facility; and

WHEREAS, the College has authority to enter into this Agreement pursuant to A.R.S. §§ 11-952 and 15-1444; and

WHEREAS, the City has authority to enter into this Agreement pursuant to A.R.S. § 11-952 and the Flagstaff City Charter, Article I, Section 3.

AGREEMENT:

NOW, THEREFORE, in consideration of foregoing introduction and recitals, which are incorporated herein by reference, the mutual promises and obligations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. PURPOSE. The purpose of this Agreement is to identify and define the responsibilities of the College and the City pertaining to the acquisition, ownership interests, maintenance, and operation of the Firearms Training Facility.
2. PURCHASE OF PROPERTY. The City will enter an agreement to purchase the Property on terms consistent with the purchase agreement attached as Exhibit A (“**Purchase Agreement**”).

3. PAYMENT BY COLLEGE. Prior to close of escrow under the Purchase Agreement, the College will pay the City the amount of one million one hundred thousand dollars (\$1,100,000.00) in exchange for joint ownership of the Property with the City as tenants in common, and shared use of the facility under the terms of this Agreement.
4. PAYMENT BY CITY. Prior to close of escrow under the Purchase Agreement, the City will deposit the amount of one million one hundred thousand dollars (\$1,100,000.00) into escrow for joint ownership with the College as tenants in common and shared use of the facility under the terms of this Agreement.
5. SHARED USE BY COCONINO COUNTY. Prior to close of escrow under the Purchase Agreement, the City and the College will issue the Coconino County Jail District (“**District**”) a non-exclusive license for shared use of the facility under the terms of the non-exclusive license attached as Exhibit B (“**District License**”). In exchange for the District License, the District will pay the City and the College the amount of three hundred fifty thousand dollars (\$350,000.00) prior to the close of escrow under the Purchase Agreement, which shall be applied toward the purchase of the Property. The District License is subject to the approval of the Coconino County Board of Supervisors, and any approval of this Agreement by the City or the College shall be contingent upon the approval of the District License by the County Board of Supervisors.
6. TERM. This Agreement shall commence on the Effective Date and continue for a period of twenty-five (25) years (the “Initial Term”), unless it is terminated pursuant to Section 7 or it is extended pursuant to Section 8.
7. TERMINATION. No party may terminate this agreement during the Initial Term, except for material breach of the Agreement or the District License. The District License shall terminate after its 25-year term. Termination by the City or the College after the Initial Term shall be governed by Sections 8 and 9. Notwithstanding these restrictions, the Agreement is subject to cancellation by any party pursuant to A.R.S. § 38-511, the material terms of which are hereby incorporated by reference.
8. EXTENSION. After the expiration of the Initial Term, the Agreement shall automatically renew for successive additional five (5) year terms (each, an “**Additional Term**”). The City or the College may opt out of any Additional Term, including the first Additional Term, by providing written notice of termination to the other party no less than one year before the end of the Initial Term or any Additional Term. Unless amended pursuant to the terms of the Agreement, all provisions of the Agreement shall remain in effect during any subsequent Additional Term.

9. DISPOSITION OF PROPERTY AFTER TERMINATION.

- a. Non-Renewal of Agreement. Within thirty (30) days after notice of non-renewal of this Agreement under Section 8 above, the City and the College shall meet and make a good faith effort to determine the fair market value of the Property and agree on how to dispose of each party's one-half interest in the Property. Any such agreement must be approved by the City Council and the College Governing Board to be enforceable. If the City and the College are unable to agree, then, within sixty (60) days after notice of non-renewal of this Agreement, the City Council and the College Governing Board shall hold a joint meeting and make a good faith effort to agree on how to dispose of each party's one-half interest in the Property.

If the City Council and the College Governing Board are unable to agree on a fair market value of the Property, then each party's one-half interest in the Property will be (i) valued by a single appraiser (the cost of which shall be borne equally by the City and College), if the City and the College mutually agree on an appraiser, or (ii) valued by three appraisers if the City and College cannot mutually agree on an appraiser within thirty-five (35) days after service of the notice of intent to non-renew this Agreement, who shall be selected as follows: The City shall select one appraiser (the cost of which shall be borne by the City), the College shall select one appraiser (the cost of which shall be borne by the College), and the two appraisers shall select a third appraiser (the cost of which shall be borne equally by the City and the College). The fair market value of the Property determined by the single appraiser under clause (i) of this Section 9(a) shall be final and binding upon both parties. The fair market value of the Property determined by the three appraisers under clause (ii) of this section 9(a), shall be calculated as the arithmetic mean of the fair market value of the two appraisers whose determination of the fair market value are closest to each other, which shall be final and binding on both parties.

Within ninety (90) days of determination of the fair market value using the methods described herein, the party who received the intent to non-renew (the “**Receiving Party**”) shall have the option to purchase the non-renewing party’s one-half interest in the Property for one-half of the appraised value. If the Receiving Party elects to not purchase the non-renewing party’s one-half interest, the Property shall be sold and the proceeds distributed equally to the City and the College.

- b. Right of First Refusal. During the term of this Agreement, including any Additional Term, either party may sell, assign, transfer, or convey its interest in the Property only to a mutually agreed upon buyer. If either party receives a

bona fide offer to purchase its interest in the Property which that party (the "Selling Party") wishes to accept, which shall include an obligation to be bound by the terms and conditions of this Agreement, then the Selling Party must notify the other party (the "Remaining Party") of that offer in writing by certified mail or other signature verified delivery and include a copy of that offer. The Remaining Party will have a right of first refusal to purchase the selling party's interest on the same terms and conditions of that offer. The Remaining Party must exercise that right of first refusal by written notice delivered by certified mail or personal service within thirty (30) days after receiving notice of the offer, or the right of first refusal will expire. Failure to exercise the right of first refusal in any given instance will not constitute a waiver or relinquishment of the right of first refusal in regard to subsequent offers.

- c. Right to Partition. Either party may sue for a partitioning in the Coconino County Superior Court.
 - d. Encumbrances. Neither party may encumber the Property with a monetary lien, whether voluntary or involuntary.
10. SHARED USE. The City, the District, and the College shall have shared use of the Firearms Training Facility. The terms of the shared use shall be governed by an amendment to this Agreement to be negotiated later by the parties (“**Shared Use Agreement**”), but not more than 120 days from execution of the District License agreement. The Shared Use Agreement shall be executed before the City, the District and the College are provided access to the Firearms Training Facility. At a minimum, the Shared Use Agreement shall include terms describing the parties’ rights and obligations regarding:
- A. Authorized users for each party;
 - B. Security procedures and building access;
 - C. Methodology for tracking each party’s use;
 - D. Storage of property/equipment, if any;
 - E. Priority of use rights, if any;
 - F. Safety protocols for simultaneous use by multiple parties, if any;
 - G. Whether the parties agree to add outside agencies to the Shared Use Agreement. Any revenue generated from outside agencies shall be used to offset the expenses described in Section 11;
 - H. Whether the parties agree to open the Firearms Training Facility to public events and/or the public when not in use by the parties. Any revenue generated from events or other public use shall be used to offset the expenses described in Section 11;
 - I. The distribution of Reserve Funds pursuant to Section 12 for maintenance and operating expenses; and

J. Ammunition, Firearm, and Equipment use and storage by the City, College, and the District under the District License.

11. MANAGEMENT, MAINTENANCE, AND OPERATING EXPENSES. The City shall manage the day-to-day maintenance and operation of the Firearms Training Facility, subject to the terms of the Agreement, the District License, and the Shared Use Agreement. The City and the College shall share all maintenance and operating expenses equally. Maintenance and operating expenses include but are not limited to, interior and exterior building maintenance, plumbing, electrical, HVAC systems, solar system, security systems, landscaping and parking areas, janitorial services, snow removal, utility costs, range maintenance and repair, including air filtration system, and any other expenses directly associated with the operation of the Firearms Training Facility. The City shall prepare an accounting of the maintenance and operating expenses on no less than a quarterly basis and provide a copy and an invoice of the amount due by the College, if any. Upon request, the City shall provide the College all documents supporting and justifying maintenance and operation expenses. In the event of dispute over a maintenance and operation expense, the City and the College agree to appoint a designated representative with authority to resolve any disputed maintenance and operation expenses.

Prior to the expenditure of any funds, the City and the College agree to use best efforts to reach a consensus on any major repair or capital improvement that is expected to cost more than ten thousand dollars (\$10,000).

The City shall prepare a final accounting of the maintenance and operating expenses within thirty (30) days of a disposition of the Property under Section 9.

12. RESERVE FUND. At the close of escrow (COE), two hundred thousand dollars (\$200,000.00) from the payments in Sections 4 and 5 shall be reserved by the City for the sole purpose of creating a reserve fund for expenses under Section 10 (“**Reserve Fund**”) (\$100,000 each from the City and the College). The Reserve Fund shall only be used for expenses incurred pursuant to Section 11. Any revenue generated by the facility, including any revenue generated by additional licenses under the Shared Use Agreement, shall be deposited to the Reserve Fund. The Shared Use Agreement shall address any agreement by the City and the College related to Reserve Fund balance requirements and additional future payments by the City and the College for maintenance and operating expenses. Any remaining Reserve Fund balance after a disposition of the Property pursuant to Section 9 shall be distributed equally to the City and the College, subject to any amounts due under the final accounting of expenses required by Section 11 above.
13. INDEMNIFICATION. Each party (as “indemnitor”) agrees to indemnify, defend, and hold harmless the other party(ies) (as “indemnatee”) 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 performance of this

Agreement, the Shared Use Agreement, and any other agreement between the parties related to the use and/or operation of the Firearms Training Facility, but only to the extent that such claims are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

14. INSURANCE. Each party shall maintain adequate insurance, which may include a bona fide self-insurance program, to cover any liability arising from the performance of this Agreement, the Shared Use Agreement, and/or any other agreement between the parties related to the use and/or operation of the Firearms Training Facility, and the acts and omissions of the party's employees or agents.

a. Property Insurance. The College and the City shall each obtain and keep in force during the term of this Agreement a policy or policies of insurance covering loss or damage to the Property, in the amount of the full replacement value thereof, as the same may exist from time to time, against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, and special extended perils ("all risk" as such term is used in the insurance industry). Said insurance shall provide for payment of loss thereunder to both the insuring party and the other party (i.e., the City or the College) as an additional insured. The property insurance provided in this Section shall require at least thirty (30) days advance written notice to the other party of any cancellation, change or modification.

b. General Liability Insurance. The College and the City shall additionally maintain "occurrence" form Commercial Liability Insurance with a policy limit of not less than \$1,000,000 for each occurrence, and a \$3,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. (ISO) Commercial General Liability "occurrence" form. Said insurance shall provide for payment of loss thereunder to both the insuring party and the other party (i.e., the City or the College) as an additional insured, and shall require at least thirty (30) days advance written notice to the other party of any cancellation, change or modification.

The College and the City hereby waive all rights of recovery and causes of action that either has or may have or that may arise hereafter against the other for any damage to Premises, property, or business caused by any perils covered of coverable by the property or liability insurance required under this Section, or for which either party may be reimbursed as a result of insurance coverage affecting any loss suffered by it. The City and the College hereby waive all claims against the other for losses resulting from an interruption of business resulting from any accident or occurrence in or upon the Property.

15. THIRD PARTY BENEFICIARIES. This Agreement is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.
16. AMENDMENTS AND RELATED AGREEMENTS. This Agreement constitutes the entire agreement of the parties relating to the subject matter hereof as of the date of execution. All amendments or modifications of the Agreement shall be in writing and approved by the parties.
17. NO WAIVER. The waiver by any party of any breach of any term, covenant or condition of this Agreement, the Shared Use Agreement, and any other agreement between the parties related to the use and/or operation of the Firearms Training Facility by another party shall not be deemed a waiver of such term, covenant or condition with respect to any subsequent breach of the same or of any other term, covenant or condition of this Agreement.
18. SUCCESSORS AND ASSIGNS. The terms and provisions of this Agreement are to apply to and bind the successors and assigns of the parties hereto.
19. NOTICE OF BREACH AND RIGHT TO CURE. Any party alleging a breach or threatened breach of this Agreement, the Shared Use Agreement, and any other agreement between the parties related to the use and/or operation of the Firearms Training Facility shall provide written notice to the allegedly breaching party(ies) before exercising any rights under Section 20. The noticed party(ies) shall have sixty (60) days to cure any alleged breach. Failure to cure the alleged breach within 60 days shall result in the Dispute Resolution process set forth in Section 21.
20. NOTICES. All notices or demand upon any party to this Agreement, the Shared Use Agreement, and/or any other agreement between the parties related to the use and/or operation of the Firearms Training Facility shall be delivered by hand or sent by certified mail addressed as follows:

To City: City of Flagstaff
 Attn: City Manager
 211 W. Aspen
 Flagstaff, AZ 86001

To College: Coconino County Community College District
 Attn: District Governing Board
 2800 S. Lone Tree Rd.
 Flagstaff, AZ 86005

With a copy to:
 Nathan Schott, Esq.
 GUST ROSENFELD, P.L.C.

125 E. Elm. Ave.
Flagstaff, AZ 86001

21. DISPUTE RESOLUTION. Any controversy or claim arising out of or relating to this Agreement, the Shared Use Agreement, and/or any other agreement between the parties related to the use and/or operation of the Firearms Training Facility or the breach thereof, will be submitted to mediation. The parties shall mutually agree upon a mediator to conduct the mediation. The cost of mediation will be shared equally by the parties to the dispute. If mediation is unsuccessful to resolve any controversy or claim arising out of or relating to this Agreement or the breach thereof, then the parties shall have a right to such other remedies as may be available at law or in equity, including specific performance and the right to enjoin any breach or threatened breach that is not resolved after the parties have complied with Sections 19 and 21. The laws of the State of Arizona shall govern the matters set forth in this Agreement, and venue for any action brought under this Agreement shall lie in Coconino County, Arizona. The prevailing party in any litigation shall be entitled to an award of reasonable attorney fees and costs. Notwithstanding the foregoing, this Section 21 does not apply to the disposition of property after termination of this agreement pursuant to Section 9.

22. SEVERABILITY. If any provision of this Agreement, the Shared Use Agreement, and/or any other agreement between the parties related to the use and/or operation of the Firearms Training Facility is held invalid by a court of competent jurisdiction, such invalidity shall not affect the other provisions of this Agreement, the Shared Use Agreement, and/or any other agreement between the parties related to the use and/or operation of the Firearms Training Facility that can be given effect without the invalid provision.

[Signatures on following pages.]

COCONINO COUNTY COMMUNITY COLLEGE DISTRICT,
a political subdivision of the State of Arizona

Eric A. Heiser Digitally signed by Eric A. Heiser
Date: 2026.01.28 17:22:51 -06'00'

Dr. Eric Heiser, College President

Attorney Determination

I have reviewed this Agreement and have determined that it is in property form and is within the powers and authority granted to the District under the laws of this state.



Nathan Schott, Attorney for Coconino Community College

[Signatures continue on following page.]

CITY OF FLAGSTAFF,
an Arizona municipal corporation

Becky Daggett, Mayor

Attest:

Stacy Saltzburg, City Clerk

Attorney Determination

I have reviewed this Agreement and have determined that it is in property form and is within the powers and authority granted to the City under the laws of this state.

Sterling Solomon, City Attorney

Attachments:

Exhibit A – Purchase Agreement

Exhibit B – District License Agreement

REAL ESTATE PURCHASE AND SALE CONTRACT

The City of Flagstaff, a municipal corporation organized and existing under the laws of the State of Arizona (“Buyer” or “City”) and Shoot West Properties, LLC (“Seller”) hereby enter this Real Estate Purchase and Sale Contract (“Contract”).

1. Property: The City agrees to purchase, and Seller offers to sell, parcel number 301-68-019A, property located at 11972 N. US Highway 89, Flagstaff, Arizona, 86004, legally described and depicted in the Exhibit “A”, attached hereto (“the Property”).
2. Purchase Price for Property: The Buyer agrees to pay the Seller two million three hundred and fifty thousand (\$2,350,000.00) (Dollars).
3. Conveyance of Property: Seller shall convey the Property to the Buyer by Special Warranty Deed.
4. “AS IS CONDITION”: Seller and Buyer agree that the Premises is being sold in its existing condition (“AS IS”) and Seller makes no warranty to Buyer, either express or implied, as to the condition of the Premises.
5. Opening and Closing of Escrow: Buyer shall deposit the sum of twenty-three thousand five hundred dollars) (\$23,500.00) with Pioneer Title Agency, Inc. of Flagstaff, Arizona, escrow agent John Kuban (the “Escrow Agent”) to be applied against the Purchase Price at the Close of Escrow. The Opening of Escrow shall be deemed to be the date on which the Deposit and a fully executed copy of this Contract are delivered to the Escrow Agent after City Council approval. The consummation of the transaction contemplated by this Contract (“Close of Escrow” or “COE”) shall occur on or before ninety-days (90) days after the Opening of Escrow. If the Buyer, Escrow Company or Recorder’s offices are closed on the scheduled closing date, Close of Escrow shall occur on the next day that all are open for business. Buyer, and Seller may accelerate the Closing Date upon mutual acceptance by both parties.

The Closing shall occur at the offices of the Escrow Agent, or at such other place as Seller and Buyer may agree in writing. Closing shall be deemed to have occurred when (i) all closing documents contemplated by this Contract have been delivered to, received by, and executed by the appropriate parties, (ii) all conditions to such Closing contemplated by this Contract have been satisfied or waived, (iii) the funds required to be paid under this Contract have been properly delivered to Escrow Agent and are available for distribution to Seller by Escrow Agent, (iv) the deed required pursuant to Conveyance has been recorded.

6. Title: Within (5) days of Opening of Escrow, Escrow Agent shall deliver to the City and Seller a preliminary title report pertaining to the Property (the “Title Commitment”). On or before fifteen (15) business days after receipt of the Title Commitment, the City shall notify Seller of any matters or exceptions shown on the Title Commitment, or on any documents identified in the Title Commitment as title exceptions, that are not acceptable to the City (the “Objections”). Any matters or title exceptions to which the City does not object within such time period shall be

deemed to be acceptable matters. Mortgages, deeds of trust and other liens encumbering the Property shall be cleared at or before Closing by Seller. Taxes shall be prorated.

7. Additional Conditions of Closing: Buyer's obligations under this contract are contingent upon the following:
 - a. Intergovernmental Agreement: The execution and adoption of an intergovernmental agreement between the City, Coconino County on behalf of the Sheriff's Department, and the Coconino County Community College District for the acquisition, operation, and maintenance of the Property.
 - b. Council Approval: Final approval of the Contract by the Flagstaff City Council at a public meeting.
 - c. Environmental Review: Completion and City acceptance of a Phase I Environmental Site Assessment.
 - d. Facility Assessment/Inspections: Receipt and acceptance of a third-party facility condition assessment evaluating structural, mechanical, electrical, roof, and code compliance.

If any of these contingencies are not satisfied or waived by the City within the due diligence period, the City reserves the right to withdraw this offer without penalty.

8. Warranties by Seller: The City agrees and acknowledges that no representations, statements or warranties have at any time been made by Seller, or any agent of Seller, as to the condition, quality, quantity, operation, state of repair, or prospects of the Property, or any other matter concerning the Property, in any respect.
9. Brokerage: The Seller warrants to the Buyer that they have not dealt with any Broker in connection with the sale of the Property. If any person shall assert a claim to a finder's fee, brokerage commission or other compensation account of employment or alleged employment as a finder or broker or performance of services as a finder or on broker in connection with this transaction, the party under whom the finder or broker is claiming shall indemnify, defend and hold the other party harmless from and against any such claim and all costs, expenses and liabilities incurred in connection with such claim or any action or proceeding brought on such claim, including, but not limited to, counsel and witness fees and court costs in defending against such claim. This indemnity shall survive the close of escrow or the cancellation of the Contract.
10. Assessment Liens: The amount of any assessment that is a lien as of the COE, shall be paid in full by Seller prior to COE. Any assessment that becomes a lien or property tax that becomes due after COE is the Buyer's responsibility.
11. Seller Warranties: Seller warrants and shall maintain the Premises until COE.

12. Closing Costs: All closing costs incurred in the transfers of the Property shall be paid in accordance with the customs of real estate transactions presently in effect in Coconino County, Arizona, as determined by the Escrow Agent.
- Distribution of Proceeds upon Closing: The proceeds of the sale (Purchase Price less Closing Costs attributable to Seller) shall be distributed to Seller by the Escrow Agent. Seller is responsible for verifying accuracy of distribution of proceeds with the Escrow Agent and the City has no liability for any errors.
13. Cure Period: A party shall have an opportunity to cure a potential breach of this Contract. If a party fails to comply with any provision of this Contract, the other party shall deliver a notice to the non-complying party specifying the non-compliance. If the non-compliance is not cured within five (5) business days after delivery of such notice (Cure Period), the failure to comply shall become a breach of Contract.
14. Attorneys' Fees and Costs: If any action is brought by either party in respect to its rights under this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and court costs as determined by the court.
15. Seller's Remedies: In the event of default by the City, Seller's sole remedy shall be to cancel this Contract and to retain the Earnest Deposit, together with all accrued interest, as liquidated damages. Seller and the City agree that it would be impractical or extremely difficult to fix actual damages in case of the City's default; that the amount of the Deposit paid by Buyer is a reasonable estimate of the Buyer's damages in case of City's default; that Seller shall retain said Deposit as its damages; and that, thereafter, neither party shall have any further obligations to the other under this Contract, except with respect to obligations which expressly survive the cancellation of this Contract.
16. Buyer's Remedies: In the event of default by Seller, the City shall have all remedies available at law, including but not limited to specific performance.
17. Time of the Essence: The parties hereto expressly agree that time is of the essence with respect to this Contract.
18. Leaseback. After Closing, Seller shall be entitled to remain in possession of the Property at no cost to Seller until not later than ten (ten) days from the date of Closing (the "Holdover Termination Date"), subject to the following provisions:
- (a) Seller agrees to keep all improvements to the Property in good condition and repair. Upon the expiration of Seller's right to occupy the Property, Seller shall return the Property, and all improvements thereon, to Buyer in the same condition and repair as they existed at the date of Closing. Seller may not make additional improvements or alterations to the Property.
- (b) Seller agrees to pay any and all utility charges incurred in connection with the Property during the term of the time Seller occupies the Property after Closing, including but not limited to all charges associated with electric, water, sewer, garbage collection and telephone.

(d) Seller acknowledges that it is occupying the Property "AS-IS", and that Buyer has made no representation or warranty of any kind as to the condition of the Property or its fitness for Seller's intended use.

(e) Seller agrees that the Property shall only be used for the use to which it was being put immediately prior to the Closing and for Seller's other normal and customary operations. Seller shall comply with any and all applicable federal, state and local laws, ordinances, rules, regulations ("Law(s)") and orders with respect to its use and occupancy of the Property.

(f) Seller agrees to indemnify, protect, defend and hold Buyer and Buyer's officers, directors, employees and agents harmless from and against any and all claims, damages, liabilities, judgments, costs (including reasonable attorney's fees), liens, expenses and penalties, whether now known or unknown, fixed or contingent, liquidated or unliquidated, arising out of or in any way connected to (i) Seller and Seller's officers, directors, agents, servants, employees, customers, visitors, licensees, and invitees use and occupancy of the Property or (ii) any accident or other occurrence causing or alleged to have caused injury or death to persons or damage to property by reason of condition, maintenance or construction of the Property or any improvement to the Property that occurred during the time Seller occupied the Property.

(g) Seller agrees to indemnify, protect, defend and hold Buyer and Buyer's officers, employees and agents harmless from and against any and all claims, damages, liabilities, judgments, costs (including reasonable attorney's fees), liens, expenses and penalties, whether now known or unknown, fixed or contingent, liquidated or unliquidated, arising out of or in any way connected to any violation or alleged violation of any Law(s) that occurred during the time Seller occupied the Property.

(h) Seller forever releases, acquits, and discharges Buyer, Buyer's officers, employees and agents from any and all claims, damages, liabilities, judgments, costs, expenses, loss of income, losses due to business interruption, loss of services, actions and losses of actions, whether now known or unknown, fixed or contingent, liquidated or unliquidated, arising out of, alleged to arise out of or in any way connected with the condition of the Property or the use of the Property.

(i) Seller shall, at its sole cost and expense, obtain and maintain in full force and effect throughout its occupancy of the Property, the following non-contributing primary insurance policy, which shall name Buyer as an additional insured: Commercial general liability insurance coverage against any liability to the public arising out of the use or occupancy of the Property with limits of not less than \$500,000.00 per occurrence and not less than \$1,000,000.00 annual aggregate, covering bodily injury and property damage liability.

(j) If for any reason the Seller shall remain in possession of the Property beyond the Holdover Termination Date, Seller shall be deemed a tenant at sufferance, shall be subject to immediate eviction and removal by Buyer and Buyer shall be entitled to pursue all remedies at law or in equity with respect to Seller's holdover on the Property. Buyer and Seller acknowledge and agree that Buyer will be severely damaged by any holdover by Seller beyond the Holdover Termination Date and that the amount of such damages would be difficult to quantify. Buyer and Seller acknowledge and agree that in the event of such a holdover, Seller shall pay to Buyer

liquidated damages in an amount equal to \$1,000.00 per day for each day that Seller remains in possession of the Property beyond the Holdover Termination Date which Buyer and Seller agree is a reasonable approximation of damages which will be suffered by Buyer as a result of such holdover.

(k) Prior to the Holdover Termination Date, Seller shall vacate the improvements on the Property and remove all of its personal property therefrom and shall terminate any existing rights of occupancy or possession affecting the Property. Seller shall be responsible for all fees and costs of such vacation and removal. Any property of Seller left on or about the Property following the Holdover Termination Date shall be conclusively presumed to have been abandoned by Seller and may be disposed of in any manner by Buyer in Buyer's sole discretion.

(l) This Section 18 shall survive the Closing and the expiration of Seller's right to occupy the Property hereunder.

19. Notices: Any notice, which a party is required or may desire to give the other, shall be in writing and shall be sent either (a) by United States registered or certified mail, return receipt requested, postage prepaid, or (b) by a generally recognized overnight carrier providing proof of delivery. Any such notice shall be addressed to a party at such party's address appearing next to such party's signature on last page of the main body of this Contract. Any notice so given shall be deemed to have been given as of the date of actual receipt. Notices shall be addressed to the parties as follows:

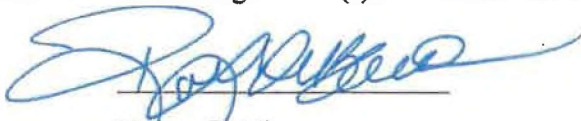
SELLER:
Shoot West Properties, LLC
c/o Rob Wilson
11920 Glodia Drive
Flagstaff, AZ 86004

With a copy to Seller's Counsel:
Law Office of Tevis Reich, PLLC
6 E. Dale Ave.
Flagstaff, AZ 86001
tevis@treichlaw.com

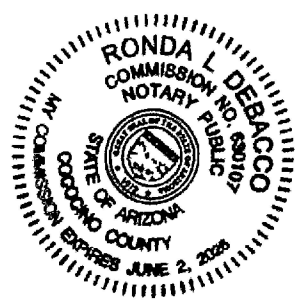
BUYER:
City of Flagstaff
Attn: City Manager
211 W. Aspen Avenue
Flagstaff, AZ 86001
FAX (928) 779-7656

20. Governing Law: The laws of the State of Arizona shall govern the validity, construction, enforcement, and interpretation of this Contract.

ACKNOWLEDGMENT. On this 2 day of October 2025, before me, a Notary Public, personally appeared Robert Wilson, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that (s)he executed the same for the purposes therein contained.



Notary Public



(SEAL)

BUYER:

City of Flagstaff, an Arizona municipal corporation

By: Becky Daggett
Becky Dagget, Mayor

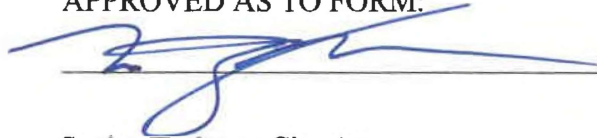
Date: _____

ATTEST:

Stacy Saltyburg
~~*Becky Daggott*~~

City Clerk

APPROVED AS TO FORM:



Senior Assistant City Attorney

EXHIBIT A

PARCEL 1:

LEGAL DESCRIPTION

That portion of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter of Section 9, Township 22 North, Range 8 East of the Gila and Salt River Meridian, Coconino County, Arizona, being a portion of that certain parcel described in the following surveys, Page 78, records Coconino County, Arizona, (R1), and being described as follows:

Commencing at the N-N 1/6 corner of said Section 9;

Thence South 89 degrees 25 minutes 36 seconds West, a distance of 423.87 feet to a point on the Westerly line of U.S. Highway 89, marked with a rebar with tag marked "RLS 16687" on the Westerly line of U.S. Highway 89, records of Coconino County, Arizona, Book 5 of Promiscuous Records, page 494, records of Coconino County, Arizona, being the Southeast corner of R1;

Thence North 00 degrees 17 minutes 09 seconds East along said Westerly right-of-way line of U.S. Highway 89, and the Easterly line of said R1, a distance of 423.87 feet to a True Point of Beginning;

Thence North 89 degrees 04 minutes 10 seconds West, a distance of 369.98 feet to a point;

Thence North 00 degrees 17 minutes 08 seconds East a distance of 203.29 feet to a point on the Southerly right-of-way line of Copeland Lane, according to Docket 1043, page 881, records of Coconino County, Arizona;

Thence North 89 degrees 27 minutes 26 seconds East along the said Southerly right-of-way line of Copeland Lane, a distance of 370.00 feet to the Northeast corner of said R1;

Thence South 00 degrees 17 minutes 09 seconds West along said Westerly right-of-way line of U.S. Highway 89 and said Easterly line of R1, a distance of 212.80 feet to the True Point of Beginning.

LICENSE AGREEMENT
Related to Use of Firearms Training Facility

THIS LICENSE AGREEMENT (hereinafter “**Agreement**”) is entered into as of _____, 2026 (the “**Effective Date**”), by and between the COCONINO COUNTY COMMUNITY COLLEGE DISTRICT, a political subdivision of the State of Arizona formed and existing by virtue of A.R.S. § 15-1401 *et seq.* (“**College**”) or (“**Licensor**”), the CITY OF FLAGSTAFF, a municipal corporation of the State of Arizona (“**City**”) or (“**Licensor**”), and the COCONINO COUNTY JAIL DISTRICT, a county jail district duly organized pursuant to Chapter 25, Title 48 of the Arizona Revised Statutes (hereinafter “**A.R.S.**”), with offices located at 219 East Cherry Avenue, Flagstaff, Arizona 86001 (“**District**”) or (“**Licensee**”).

RECITALS:

WHEREAS, the College and the City are purchasing an indoor shooting range facility (“**Firearms Training Facility**”) located at 11972 N US Highway 89 Flagstaff, AZ 86004 (“**Property**”) to provide year-round firearms training and educational opportunities for various law enforcement and educational activities; and

WHEREAS, the College and the City are entering an Intergovernmental Agreement (“**IGA**”) that expressly contemplates the issuance of a non-exclusive license to the District for shared use of the Firearms Training Facility under the terms of the IGA and this Agreement; and

WHEREAS, the Firearms Training Facility also meets the needs of the District to provide year-round firearms training and educational opportunities for various law enforcement and educational activities; and

NOW, THEREFORE, in consideration of foregoing introduction and recitals, which are incorporated herein by reference, the mutual promises and obligations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. PROPERTY USE. Licensee desires to enter and use the Property to provide year-round firearms training and educational opportunities for various law enforcement and educational activities as allowed in this Agreement. Parties agree that the District License permits the use of the Firearms Training Facility for all law enforcement personnel employed by the Coconino County Sheriff’s Office.
2. TERM. This Agreement shall commence on the Effective Date and continue for a period of twenty-five (25) years, and may not be terminated except for material breach of the Agreement by Licensee pursuant to Section 12. Notwithstanding these restrictions, the Agreement is subject to cancellation by any party pursuant to A.R.S. § 38-511, the material terms of which are hereby incorporated by reference.

3. CONSIDERATION. In exchange for the uses provided for in this agreement, Licensee shall pay Licensor the amount of three hundred fifty thousand dollars (\$350,000.00). Licensor acknowledges and agrees that this payment shall be used towards the purchase price of the Firearms Training Facility and that Licensee has no ownership interest in the Property or the Firearms Training Facility. Licensee agrees to pay this amount prior to the close of escrow under the Licensors' separate purchase agreement. Licensee agrees that this payment shall be made directly into the escrow account as directed by Licensor. Licensee agrees that this Agreement shall not be effective until after Licensee's payment obligations are satisfied, after Licensors close escrow on the Property, and after all other required terms of this agreement are satisfied by Licensee. In the event Licensor fails to close escrow on the Property for any reason, Licensor shall return this payment to Licensee and this Agreement will not become effective.

4. SHARED USE. The City, College, and Licensee shall have shared use of the Firearms Training Facility. The terms of the shared use shall be governed by an amendment to this Agreement to be negotiated later by the parties ("**Shared Use Agreement**"), but not more than 120 days from the execution of this License Agreement. The Shared Use Agreement shall be executed before the City, the College, and the Licensee are provided access to the Firearms Training Facility. At a minimum, the Shared Use Agreement shall include terms describing the parties' rights and obligations regarding:
 - A. Authorized users for each party;
 - B. Security procedures and building access;
 - C. Methodology for tracking each party's use;
 - D. Storage of property/equipment, if any;
 - E. Priority of use rights, if any;
 - F. Safety protocols for simultaneous use by multiple parties, if any;
 - G. Whether the parties agree to add outside agencies to the Shared Use Agreement. Any revenue generated from outside agencies shall be used to first offset any management, maintenance, and operating expenses;
 - H. Whether the parties agree to open the Firearms Training Facility to public events and/or the public when not in use by the parties. Any revenue generated from events or other public use shall be used to first offset any management, maintenance, and operating expenses;
 - I. The distribution of reserve funds for management, maintenance, and operating expenses; and
 - J. Ammunition, Firearm, and Equipment use and storage by the City, College, and the District under this license.

5. MANAGEMENT, MAINTENANCE, AND OPERATING EXPENSES. The City shall manage the day-to-day maintenance and operation of the Firearms Training Facility, subject to the terms of the IGA, this Agreement, also referred to as the

(“**District License**”), and the Shared Use Agreement.

6. INDEMNIFICATION. Each party (as “indemnitor”) agrees to indemnify, defend, and hold harmless the other party(ies) (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 performance of this Agreement, the Shared Use Agreement, and any other agreement between the parties related to the use and/or operation of the Firearms Training Facility, but only to the extent that such claims are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.
7. INSURANCE. Each party shall maintain adequate insurance, which may include a bona fide self-insurance program, to cover any liability arising from the performance of this Agreement, the Shared Use Agreement, and/or any other agreement between the parties related to the use and/or operation of the Firearms Training Facility, and the acts and omissions of the party’s employees or agents.
 - a. Property Insurance. The College and the City shall each obtain and keep in force during the term of this Agreement a policy or policies of insurance covering loss or damage to the Property, in the amount of the full replacement value thereof, as the same may exist from time to time, against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, and special extended perils ("all risk" as such term is used in the insurance industry). Said insurance shall provide for payment of loss thereunder to both the insuring party and the other joint owner party (i.e., the City or the College) as an additional insured or loss payee. The property insurance provided in this Section shall require at least thirty (30) days advance written notice to all parties of any cancellation, change or modification.
 - b. General Liability Insurance. The College, the City, and the Licensee shall additionally maintain “occurrence” form Commercial Liability Insurance with a policy limit of not less than \$1,000,000 for each occurrence, and a \$3,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. (ISO) Commercial General Liability “occurrence” form. Said insurance shall be endorsed to add the other parties (i.e., the City, the College, and the Licensee) as additional insureds, and shall require at least thirty (30) days advance written notice to the additional insureds of any cancellation, change or modification.

The College, the City, and the Licensee hereby waive all rights of recovery and causes of action that either has or may have or that may arise hereafter against the

other for any damage to Premises, property, or business caused by any perils covered or coverable by the property or liability insurance required under this Section, or for which either party may be reimbursed as a result of insurance coverage affecting any loss suffered by it. The failure of either party to insure its property shall not void this waiver. All parties hereby waive all claims against the other for losses resulting from an interruption of business resulting from any accident or occurrence in or upon the Property.

8. THIRD PARTY BENEFICIARIES. This Agreement is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.
9. AMENDMENTS AND RELATED AGREEMENTS. This Agreement constitutes the entire agreement of the parties relating to the subject matter hereof as of the date of execution. All amendments or modifications of the Agreement shall be in writing and approved by the parties.
10. NO WAIVER. The waiver by any party of any breach of any term, covenant or condition of this Agreement, the Shared Use Agreement, and any other agreement between the parties related to the use and/or operation of the Firearms Training Facility by another party shall not be deemed a waiver of such term, covenant or condition with respect to any subsequent breach of the same or of any other term, covenant or condition of this Agreement.
11. SUCCESSORS AND ASSIGNS. The terms and provisions of this Agreement are to apply to and bind the successors and assigns of the parties hereto.
12. NOTICE OF BREACH AND RIGHT TO CURE. Any party alleging a breach or threatened breach of this Agreement, the Shared Use Agreement, and any other agreement between the parties related to the use and/or operation of the Firearms Training Facility shall provide written notice to the allegedly breaching party(ies) before exercising any rights under Section 14. The noticed party(ies) shall have sixty (60) days to cure any alleged breach. Failure to cure the alleged breach within 60 days shall result in the Dispute Resolution process set forth in Section 14.
13. NOTICES. All notices or demand upon any party to this Agreement, the Shared Use Agreement, and/or any other agreement between the parties related to the use and/or operation of the Firearms Training Facility shall be delivered by hand or sent by certified mail addressed as follows:

To City: City of Flagstaff
 Attn: City Manager
 211 W. Aspen

Flagstaff, AZ 86001

To District: Coconino County Jail District
Attn: Clerk of the Board of Directors
219 E. Cherry
Flagstaff, AZ 86001

To College: Coconino County Community College District
Attn: District Governing Board
2800 S. Lone Tree Rd.
Flagstaff, AZ 86005

With a copy to:

Nathan Schott, Esq.
GUST ROSENFELD, P.L.C.
125 E. Elm. Ave.
Flagstaff, AZ 86001

14. DISPUTE RESOLUTION. Any controversy or claim arising out of or relating to this Agreement, the Shared Use Agreement, and/or any other agreement between the parties related to the use and/or operation of the Firearms Training Facility or the breach thereof, will be submitted to mediation. The parties shall mutually agree upon a mediator to conduct the mediation. The cost of mediation will be shared equally by the parties to the dispute. If mediation is unsuccessful to resolve any controversy or claim arising out of or relating to this Agreement or the breach thereof, then the parties shall have a right to such other remedies as may be available at law or in equity, including specific performance and the right to enjoin any breach or threatened breach that is not resolved after the parties have complied with Sections 12 and 14. The laws of the State of Arizona shall govern the matters set forth in this Agreement, and venue for any action brought under this Agreement shall lie in Coconino County, Arizona. The prevailing party in any litigation shall be entitled to an award of reasonable attorney fees and costs.
15. SEVERABILITY. If any provision of this Agreement, the Shared Use Agreement, and/or any other agreement between the parties related to the use and/or operation of the Firearms Training Facility is held invalid by a court of competent jurisdiction, such invalidity shall not affect the other provisions of this Agreement, the Shared Use Agreement, and/or any other agreement between the parties related to the use and/or operation of the Firearms Training Facility that can be given effect without the invalid provision.
16. RELATIONSHIP OF THE PARTIES. Nothing contained in this Agreement shall be construed as creating the relationship of principal or agent or of partnership or joint venture.

COCONINO COUNTY COMMUNITY COLLEGE DISTRICT,
a political subdivision of the State of Arizona

Eric A. Heiser

Digitally signed by Eric A. Heiser
Date: 2026.01.28 17:23:15
-06'00'

Dr. Eric Heiser, College President

Attorney Determination

I have reviewed this Agreement and have determined that it is in property form and is within the powers and authority granted to the District under the laws of this state.



Nathan Schott, Attorney for Coconino Community College

[Signatures continue on following page.]

CITY OF FLAGSTAFF,
an Arizona municipal corporation

Becky Daggett, Mayor

Attest:

Stacy Saltzburg, City Clerk

Attorney Determination

I have reviewed this Agreement and have determined that it is in property form and is within the powers and authority granted to the City under the laws of this state.

Sterling Solomon, City Attorney

COCONINO COUNTY JAIL DISTRICT,
a political subdivision of the State of Arizona

Chair of the Board of Directors

Attest:

Clerk of the Board

Attorney Determination

I have reviewed this Agreement and have determined that it is in property form and is within the powers and authority granted to the District under the laws of this state.

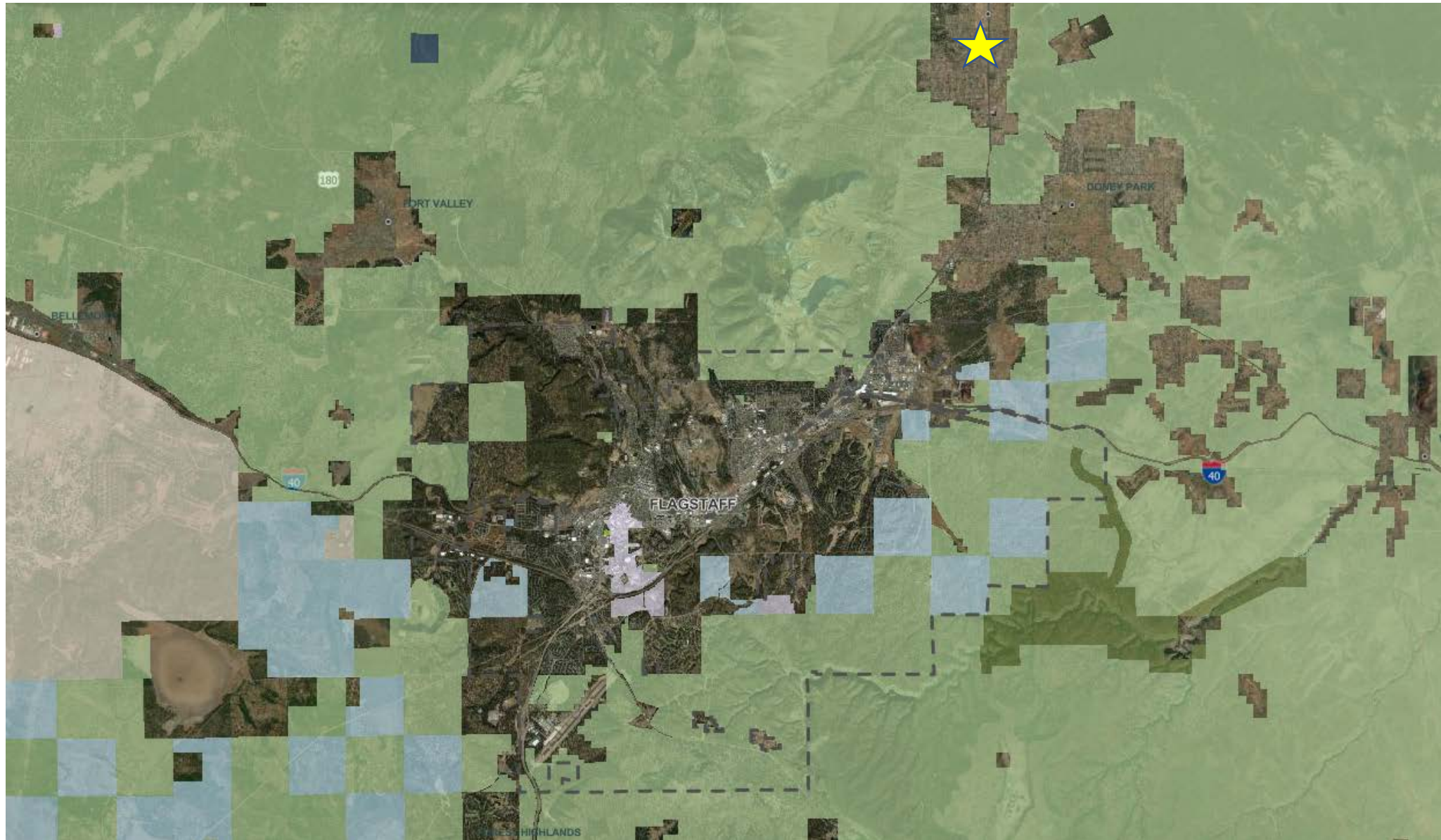
Deputy County Attorney

Joint Law Enforcement Firearms Training Facility



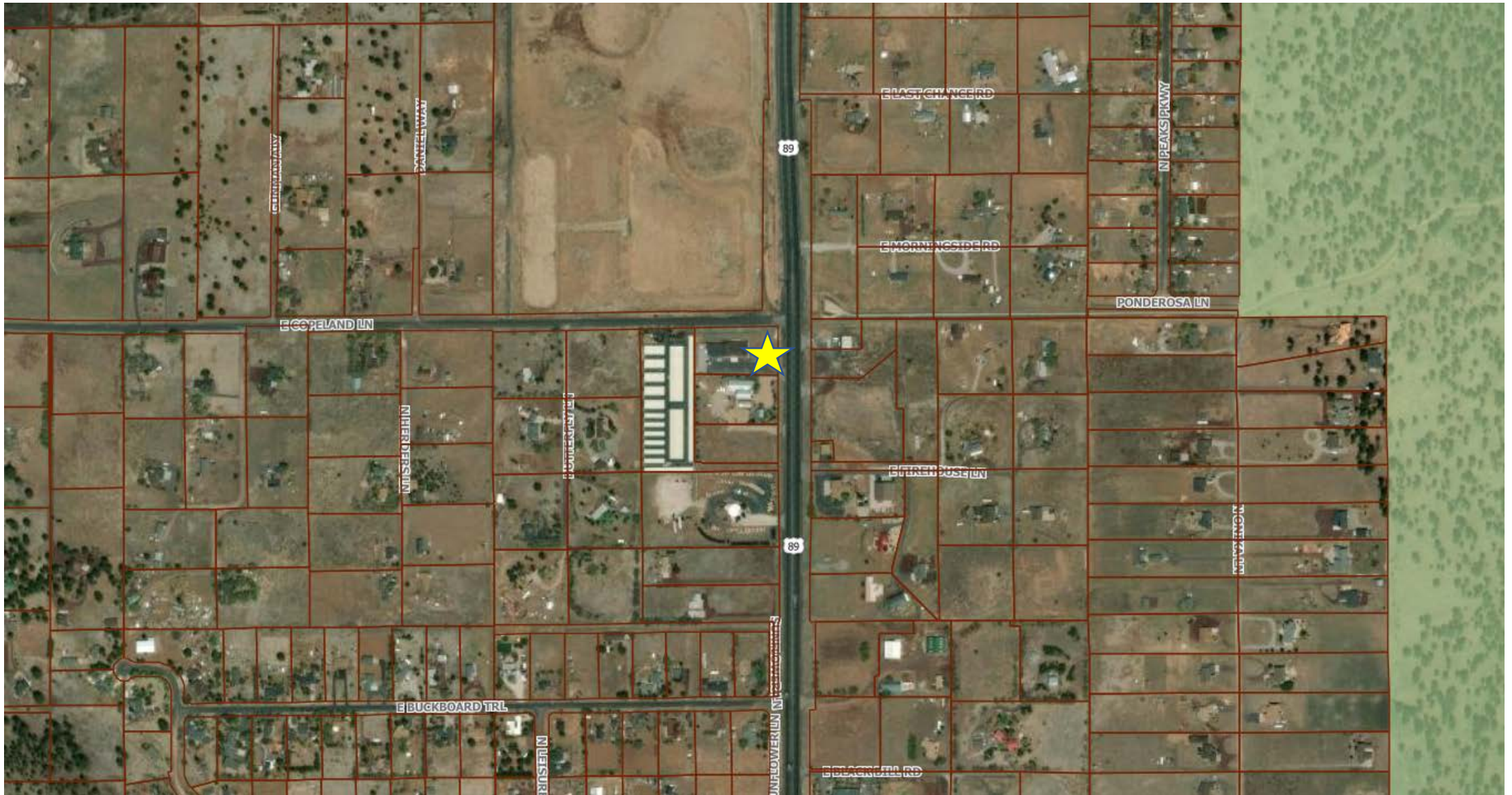


Vicinity Map





Vicinity Map





Opportunity

- 2018, 12 lane, indoor shooting range; space to expand to 18 lanes
- 11,000 sqft facility on 1.7 acres
- Gold Rated by Coconino County Sustainability Program in 2021
- Special use building
- Purchase Agreement price of **\$2,350,000**

