CITY COUNCIL REGULAR MEETING AGENDA

REGULAR COUNCIL MEETING
TUESDAY
MARCH 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.

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1. CALL TO ORDER

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. ROLL CALL

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

MAYOR DAGGETT
VICE MAYOR SWEET
COUNCILMEMBER ASLAN
COUNCILMEMBER GARCIA
COUNCILMEMBER HOUSE
COUNCILMEMBER MATTHEWS
COUNCILMEMBER SPENCE

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

MISSION STATEMENT

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

LAND ACKNOWLEDGEMENT

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

as home.

4. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

A. Consideration and Approval of Minutes: City Council Regular Meeting of February 3, 2026, Budget Retreat of February 5, 2026, City Council Work Session of February 10, 2026, City Council Regular Meeting of February 17, 2026, City Council Special Meeting Executive Session of February 24, 2026, and City Council Work Session of February 24, 2026.

STAFF RECOMMENDED ACTION:

Approve the minutes of the City Council Regular Meeting of February 3, 2026, Budget Retreat of February 5, 2026, City Council Work Session of February 10, 2026, City Council Regular Meeting of February 17, 2026, City Council Special Meeting Executive Session of February 24, 2026, and City Council Work Session of February 24, 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: Women's History 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: Water Commission

STAFF RECOMMENDED ACTION:

1. Councilmember House to make one appointment.
2. Councilmember Matthews to make one appointment.
3. Vice Mayor Sweet to make one appointment.

B. Consideration of Appointments: Sustainability Commission

STAFF RECOMMENDED ACTION:

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

C. Consideration of Appointments: Planning and Zoning Commission

STAFF RECOMMENDED ACTION:

1. Councilmember House 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 Approval of Contract: Flowers Program Services Contract with Foxglove Gardening.

STAFF RECOMMENDED ACTION:

1. Approve a new Contract with Foxglove Gardening, an Arizona Corporation, for a total amount not to exceed two hundred thousand dollars and zero cents ($200,000.00) annually for labor and supplies for flowers and shrubbery in planters, hanging baskets, and wine barrels to beautify the Downtown, Southside, and 4th Street Gateway to Sunnyside. The contract price is one hundred fifty thousand forty-five dollars and sixty-six cents ($150,045.66) for May 2026--April 2027. The amount not to exceed will allow for cost increases due to change in scope or upon renewal. The contract is renewable four times.
2. Authorize the City Manager to execute all necessary documents.

B. Consideration and Approval of Contract: Cooperative Purchase Contract with Play It Safe Playgrounds & Park Equipment for the McMillan Mesa Park playground replacement in the amount of $161,583.51

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract in the amount of $161,583.51 with Play It Safe Playgrounds & Park Equipment replacing the aged playground with a new playground as a turnkey project through the 1GPA Cooperative Purchasing Agreement #23-07P-08 ; and
2. Authorize the City Manager to execute the necessary documents.

C. Consideration and Approval of Contract: Contract for Public Defender Services with Harris & Winger, P.C.

STAFF RECOMMENDED ACTION:

1. Approve the contract for Public Defender Services with Harris & Winger, P.C. in the amount of $650,000.00 annually plus a 3% increase each year of the contract thereafter
2. Authorize the City Manager to execute all necessary documents.

10. ROUTINE ITEMS

A. Consideration and Approval of Contract: Development of a Parks, Recreation, Open Space, and Events (PROSE) Master Plan by Kimley-Horn and Associates, Inc. for an amount not to exceed $199,530.00.

STAFF RECOMMENDED ACTION:

1. Approve the contract with Kimley-Horn and Associates for a PROSE Master Plan for an amount not to exceed $199,530.
2. Authorize the City Manager to execute the necessary documents.

B. Consideration and Adoption of Ordinance No. 2026-02: An Ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code, Chapter 10-40 Specific to Zones, Division 10-40.30 Non Transect Zones.

Consideration and Adoption of Ordinance No. 2026-03: An Ordinance of the City Council of the City of Flagstaff, the Flagstaff City Code, Title 11, General Plans and Subdivisions, Chapter 11-20: Subdivision and Land Split Regulations, Division 11-20.40: Subdivision Procedures and Requirements.

STAFF RECOMMENDED ACTION:

1. Read Ordinance No. 2026-02 by title only for the final time
2. City Clerk reads Ordinance No. 2026-02 by title only (if approved above)
3. Adopt Ordinance No. 2026-02
4. Read Ordinance No. 2026-03 by title only for the final time
5. City Clerk reads Ordinance No. 2026-03 by title only (if approved above)
6. Adopt Ordinance No. 2026-03

11. PUBLIC HEARING ITEMS

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

A. Consideration and Adoption of Ordinance No. 2026-05: An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff Zoning Map to Direct to Ordinance Zoning Map Amendment to rezone approximately 8.51 acres of real property generally located at the northeast corner of Lone Tree Road and Pine Knoll Drive

STAFF RECOMMENDED ACTION:

At the March 3, 2026 Council Meeting:
1) Hold Public Hearing
2) Read Ordinance No. 2026-05 by title only for the first time
3) City Clerk reads Ordinance No. 2026-05 by title only (if approved above)

At the March 17, 2026 Council Meeting:
4) Read Ordinance No. 2026-05 by title only for the final time
5) City Clerk reads Ordinance No. 2026-05 by title only (if approved above)
6) Adopt Ordinance No. 2026-05

12. REGULAR AGENDA

A. Consideration and Adoption of Resolution No. 2026-11: a resolution of the Flagstaff City Council, declaring the City of Flagstaff's commitment to supporting and advancing policies and partnerships that move the community toward the goal of becoming a Recovery-Ready Community

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2026-11 by title only
2. City Clerk reads Resolution No. 2026-11 by title only (if approved above)
3. Adopt Resolution No. 2026-11

13. DISCUSSION ITEMS

A. Discussion about City protocols for interacting with Federal agencies

Presentation and discussion only.

14. FUTURE AGENDA ITEM REQUESTS

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

A. Future Agenda Item Request (F.A.I.R.): A Citizen Petition titled "Prohibit ICE from operating on City owned property."

Council Direction

B. Future Agenda Item Request (F.A.I.R.): A Citizen Petition titled "Clarification on the Flagstaff Police Department January 24th Statement."

Council Direction

15. OPEN CALL TO THE PUBLIC

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

17. 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: 02/26/2026

Meeting Date: 03/03/2026

TITLE:

Consideration and Approval of Minutes: City Council Regular Meeting of February 3, 2026, Budget Retreat of February 5, 2026, City Council Work Session of February 10, 2026, City Council Regular Meeting of February 17, 2026, City Council Special Meeting Executive Session of February 24, 2026, and City Council Work Session of February 24, 2026.

STAFF RECOMMENDED ACTION:

Approve the minutes of the City Council Regular Meeting of February 3, 2026, Budget Retreat of February 5, 2026, City Council Work Session of February 10, 2026, City Council Regular Meeting of February 17, 2026, City Council Special Meeting Executive Session of February 24, 2026, and City Council Work Session of February 24, 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: 02.03.2026.CCRM
02.05.2026.CCBR
02.10.2026.CCWS
02.17.2026.CCRM
02.24.2026.CCSMES
02.24.2026.CCSM

CITY COUNCIL REGULAR MEETING
TUESDAY, FEBRUARY 3, 2026
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN AVE
3:00 P.M.

MINUTES

1. CALL TO ORDER

Mayor Daggett called the meeting of the Flagstaff City Council held February 3, 2026, to order at 3:01 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. ROLL CALL

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

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

Staff Present: City Manager 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 Garcia read the Land Acknowledgement.

MISSION STATEMENT

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

LAND ACKNOWLEDGEMENT

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

4. 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.

Moved by Councilmember Anthony Garcia, **seconded by** Vice Mayor Miranda Sweet to approve the minutes of the meetings of 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.

Vote: 7 - 0 - Unanimously

5. OPEN CALL TO THE PUBLIC

Open Call to the Public enables the public to address the Council about an item that is not on the prepared agenda. Comments relating to items that are on the agenda will be taken at the time that the item is discussed.

Gwen Waring addressed Council and requested a community meeting involving Council, law enforcement, and the public to discuss ICE's activities. She emphasized the need for transparency regarding law enforcement parameters, community rights, and protection of Native Americans.

Nadine Hart addressed Council and requested that they refrain from taking political stances on federal issues like ICE, emphasizing the importance of nonpartisan leadership and focusing on local matters such as water rates and community safety, and expressing concern over the impact of Council actions on students and law enforcement families.

International Travel Trade Manager Meg Roederer briefed the Council on upcoming Arizona America 250 celebrations, the Route 66 Centennial, and related tourism initiatives, highlighting the digital passport app, traveling museum, commemorative beer, and flag displays in partnership with NAU.

Colleen Maring, Chief People Officer for Northern Arizona Healthcare, announced the receipt of a $250,000 grant from the American Cancer Society and Pfizer to improve cancer care coordination for Native American patients, with Northern Arizona University as a partner.

6. PROCLAMATIONS AND RECOGNITIONS

A. Proclamation: The 100th Anniversary of Black History Month

Mayor Daggett read the proclamation.

B. Proclamation: Career & Technical Education Month

Mayor Daggett read and presented the proclamation.

7. COUNCIL LIAISON REPORTS

Councilmember Aslan noted his attendance at the Coconino Plateau Water Advisory Council meeting where they received a presentation on Red Gap Ranch from the Bureau of Reclamation. There were discussions around water supply planning involving Erin Young, as well as a presentation on Flagstaff's energy efficiency and electrification study results from Genevieve Pearthree. Updates were also provided regarding the accessory dwelling unit (ADU) model plans library. He also highlighted accomplishments from the Sustainability Division, which included removing 44,000 pounds of trash and invasive plants from streams, streets, and trails, launching two new programs focused on healthy, resilient homes, hosting 238 events and workshops that engaged 9,000 community members, funding 14 community-led sustainability projects, and graduating 11 local businesses through the sustainability

business boot camp. The division also diverted more than 69,000 pounds of waste through its prevention program, demonstrated that all-electric homes are feasible and cost-effective, distributed $177,000 in preparedness resources to residents facing climate hazards, and made it easier to build ADUs by offering 10 pre-approved model home plans. Additional achievements include developing the Flagstaff Food Action Plan and launching Volunteer Flagstaff, which connected over 1,200 community members with volunteer opportunities across the city. Lastly, he reported that the Tourism Commission elected new leadership: Commissioner Regina Salas as Chair and Cody Half Moon as Vice Chair. The Commission also reviewed an attractions report and discussed elevating tourism concerns as a federal legislative lobbying priority, citing issues such as national park price hikes for foreign visitors and policies perceived as unfriendly to tourism.

Vice Mayor Sweet shared updates from attending the Rural Transportation Advocacy Council annual meeting in Phoenix, where discussions focused on recapitalizing the Arizona Smart Fund and improvements to West Route 66. She also noted upcoming meetings, including the MetroPlan Strategic Advance, the Beautification and Public Art Commission meeting, and the NACOG work session.

Councilmember Spence shared that the Transportation Commission would be meeting, and they would be receiving presentations from the Pedestrian Advisory Committee and the Bicycle Advisory Committee.

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

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

Vote: 7 - 0 - Unanimously

B. Consideration of Appointments: Audit Committee

Moved by Vice Mayor Miranda Sweet, **seconded by** Councilmember David Spence to appoint Shawn Barker to the Audit Committee.

Vote: 7 - 0 - Unanimously

9. CONSENT AGENDA

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

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

Vote: 7 - 0 - Unanimously

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

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)

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.

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.

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.

Moved by Councilmember Lori Matthews, **seconded by** Vice Mayor Miranda Sweet to adopt Resolution No. 2026-03.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Lori Matthews, **seconded by** Vice Mayor Miranda Sweet to read Ordinance No. 2026-01 by title only for the final time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 10, FLAGSTAFF ZONING CODE, BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED "PZ-23-00134 -- SIGN STANDARDS"; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Anthony Garcia to adopt Ordinance No. 2026-01.

Vote: 7 - 0 - Unanimously

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.

City Engineer Paul Mood provided a PowerPoint presentation that covered the following:

CS CONSTRUCTION CONTRACT
W. ROUTE 66 AND WOODY MOUNTAIN RD. TRAFFIC SIGNAL
SENATE BILL 1737 AND ADOT IGA
DESIGN AND CONSTRUCTION
EXISTING CONDITIONS
TEMPORARY SPAN-WIRE SIGNAL
CONSTRUCTION SCHEDULE
CONSTRUCTION PLANS 60%
PROGRESS HIGHLIGHTS

Councilmember Matthews expressed appreciation for the upcoming safety improvements to a road that residents have frequently raised concerns about. She thanked staff for prioritizing the work despite it not being on ADOT or the city's original schedule and acknowledged the growing development in the area, including new housing and activity along Route 66.

Councilmember Spence asked whether the 60% design work for the project accounts for anticipated ADOT improvements on Route 66, specifically if signal poles are placed far enough back to avoid redoing deep foundation work in the future.

City Engineer Paul Mood explained that the traffic signal is designed as a temporary installation. When ADOT's final improvements are implemented, the temporary signal will be removed. He noted that the project was awarded $1.9 million, with an estimated spend of $750,000--$800,000 for construction, design, and geotechnical work. Any remaining funds will be applied toward future improvements on West Route 66.

Moved by Councilmember Lori Matthews, **seconded by** Vice Mayor Miranda Sweet to 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, approve a contract allowance of $43,087.50, which is 7.5% of the Cooperative Purchase Contract amount, approve Change Order Authority to the City Manager in the amount of $57,450.00 (10% of the contract amount, less allowances), and authorize the City Manager to execute the necessary documents.

Vote: 7 - 0 - Unanimously

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).

Water Services Stormwater Section Director Ed Schenk provided a PowerPoint presentation that covered the following:

RESOLUTION FOR SUBMITTAL OF AN AZ SMART MATCH GRANT FOR "BIG FILL LAKE"
AZ SMART MATCH RESOLUTION
WHAT IS "BIG FILL LAKE"
BNSF EMBANKMENT VIEW
PROJECT (2022 TO PRESENT)
PROJECT DETAILS
PROJECT SCOPE AND DESIGN
WHAT'S THE BENEFIT?
PROJECT BENEFITS

WHAT'S THE COST?
FRA GRANT
AZ SMART MATCH GRANT REQUIREMENTS

Councilmember Aslan asked what flood frequency the project is intended to mitigate and how completion of the Rio de Flag project would affect the east-side floodway. Mr. Schenk explained the effort is not designed to a specific "design storm"; the 1% (FEMA) event is ~3,100 cubic feet per second (CFS), which cannot be passed without removing the Route 66 embankment. Instead, the project aims to pass roughly 2,200 CFS, lowering the base flood elevation behind the dam by about 10 feet and reducing the deepest pool from about 22 feet to about 12 feet, significantly shrinking the ponded area. He added that the Rio de Flag project will remove substantial floodplain/floodway downtown and on the Southside while accelerating flows toward the east and that the Big Fill Lake project complements this by moving water further east, where it more readily infiltrates and diminishes a few miles downstream.

Councilmember Spence then asked whether the lake's historic "bottomless pit" sinkhole could relieve flooding going forward. Mr. Schenk said the feature is included in FEMA analyses and is assumed to drain around 54 CFS which is helpful but minor relative to 3,100 CFS inflows.

Councilmember Spence followed by asking if construction would disrupt the two BNSF rail lines or require rerouting a gas pipeline. Mr. Schenk responded that there will be no rail service disruption. The team will use horizontal jack-and-bore under the BNSF embankment. The El Paso natural gas line is not in the project area, so no reroute is needed, and the Wildcat interceptor project is adjacent and coordinated to avoid conflicts.

Moved by Vice Mayor Miranda Sweet, **seconded by** Councilmember Lori Matthews to read Resolution No. 2026-02 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 THE ARIZONA STATE MATCH ADVANTAGE FOR RURAL TRANSPORTATION (AZ SMART) FUND FOR THE SELIGMAN SUB BIG FILL LAKE PROJECT AND AUTHORIZING ACCEPTANCE UPON AWARD

Moved by Vice Mayor Miranda Sweet, **seconded by** Councilmember Khara House to adopt Resolution No. 2026-02.

Vote: 7 - 0 - Unanimously

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

Real Estate Manager Bryce Doty provided a PowerPoint presentation that covered the following

JOINT LAW ENFORCEMENT FIREARMS TRAINING FACILITY
VICINITY MAP

Moved by Councilmember David Spence, **seconded by** Councilmember Lori Matthews to read Resolution No. 2026-08 by title only.

Vote: 7 - 0 - Unanimously

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

Moved by Councilmember David Spence, **seconded by** Councilmember Lori Matthews to adopt Resolution No. 2026-08.

Vote: 7 - 0 - Unanimously

12. OPEN CALL TO THE PUBLIC

None

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

Vice Mayor Sweet highlighted the Art Walk on Friday and the Chocolate Walk in downtown on Saturday, where she will be handing out 500 pieces of handmade fudge.

Councilmember Garcia gave a brief shout-out to Flagstaff High School students for inviting them to a listening session focused on immigration and national climate issues. He noted how impactful it was to hear students express concerns and solutions in a respectful and community-oriented manner.

Mayor Daggett shared that she had participated in meetings for the US Conference of Mayors in Washington, D.C. She shared that she would be testifying in support of HB2804, a rural affordable housing tax credit bill introduced by Senator Rogers. She emphasized the bill's importance for revitalizing the LIHTC program for rural communities and invited the public to support the bill.

Ms. Keene reminded the Council and the public about the upcoming budget retreat scheduled for Thursday at the Aquaplex. The purpose of the retreat was to provide opportunity to review the city's financial position, discuss emerging needs, and set priorities for the upcoming budget.

14. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held February 3, 2026, adjourned at 4:15 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on February 3, 2026. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 3rd day of March, 2026

_____
CITY CLERK

CITY COUNCIL BUDGET RETREAT
THURSDAY, FEBRUARY 5, 2026
AQUAPLEX
1700 N. FOURTH ST.
8:30 A.M.

MINUTES

1. Call to Order

Vice Mayor Sweet called the Budget Retreat of the Flagstaff City Council held February 5, 2026, to order at 8:34 a.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. Roll Call

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

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

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 Garcia read the Mission Statement of the City of Flagstaff and Councilmember Matthews read the Land Acknowledgement.

MISSION STATEMENT

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

LAND ACKNOWLEDGEMENT

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

A moment of silence was held for the tragic accident and loss of two Department of Public Safety officers.

4. City Council Budget Retreat

Ms. Keene provided opening remarks and began the presentation.

COUNCIL BUDGET RETREAT
AGENDA

Budget Manager John Comer, Management Services Director Rick Tadder, Budget Director Heidi Derryberry, Interim Deputy City Manager Kevin Fincel, Assistant City Manager Shannon Anderson,

Participated in the presentation that covered the following:

BUDGET TIMELINE
KEY COMMUNITY PRIORITIES AND OBJECTIVES
DECEMBER RETREAT RECAP
THEMES
COUNCIL'S ALIGNED PRIORITIES
REVENUE UPDATE
GENERAL FUND
GENERAL SALES TAX REVENUES
SALES TAX REVENUES BY QUARTER
GENERAL FUND SALES TAX REVENUES
GENERAL SALES TAX 1%
STATE SHARED SALES TAX

Council and staff discussed further details regarding the recent incorporation of San Tan Valley. San Tan Valley has always paid into Arizona's state tax system through income and sales taxes, just like any other area in the state. These taxes go into a statewide pool that funds shared revenue distributions. Before being incorporated, San Tan Valley did not receive any portion of the city-level shared revenue because it was unincorporated; instead, its county received allocations from the state pool.

Now that San Tan Valley is incorporated, it will begin receiving a share of the city portion of state shared revenue. This does not create any new taxes for residents or businesses; the same state tax rates apply. Incorporation simply redistributes existing funds among more cities, which means other cities' shares may decrease slightly, but businesses in San Tan Valley are not paying into an additional pot.

STATE SHARED AUTO LIEU
STATE SHARED URBAN REVENUE (INCOME TAX)

There were questions regarding adjustments to the five-year projections in relation to the San Tan Valley incorporation. Staff explained that as San Tan Valley's annexation and pending legislation move forward, any confirmed changes will require adjustments to our five-year financial projections. Right now, our plan shows a gradual upward trend, but if these changes become permanent, we need to reset our baseline to reflect the full impact on revenues. This means recalculating income tax assumptions and aligning our general fund outlook with the new reality, rather than continuing with projections that no longer match actual conditions.

Staff have already started addressing this in our budget discussions by modeling the potential cuts and creating a new baseline for ongoing resources. While expenses will continue to rise, revenue growth will slow temporarily, dipping below previous trend lines before recovering over time. Once decisions are finalized, updated projections will be brought back for review so everyone can see how these changes affect our budget strategy.

BUILDING PERMITS
FRANCHISE FEES
STATE LEGISLATION IMPACTS
HIGHWAY USER REVENUE FUND
TRANSPORTATION TAXES

BED, BOARD AND BEVERAGE FUNDS
AVAILABLE RESOURCES AND FIXED COSTS
PENSION CONTRIBUTION RATES
PENSION EXPENDITURES
OTHER FIXED COSTS

Concerns were expressed about increasing APS electricity rates and the significant impact on costs. It was noted that the city has aggressively pursued electrification and efficiency measures with the expectation of long-term savings and there were questions as to whether those savings are being realized given current rate hikes. There were also concerns that increased reliance on electricity could tie the city more closely to APS rate hikes and current energy costs are already $1.6M over budget.

Sustainability Director Nicole Antonopoulos confirmed that the Noresco energy conservation project successfully offset the last APS rate increase, preventing additional expenditures. She emphasized that the project delivered meaningful savings by absorbing prior cost impacts. Electrification efforts have focused on smaller facilities using mini-splits and heat pumps and the organization is moving toward electrification gradually, prioritizing efficiency first. Ms. Antonopoulos acknowledged the concerns and explained that water services account for nearly 75% of city electricity use, making efficiency improvements in that area critical. Long-term energy planning is underway to stabilize costs, focusing on efficiency first and electrification where feasible. The goal is a balanced approach to manage consumption and mitigate rate impacts.

It was agreed that the topic must remain part of ongoing discussions as electrification progresses.

AVAILABLE RESOURCES -- GENERAL FUND
FIXED COSTS -- GENERAL FUND
HIGHWAY USER REVENUE FUND
WATER RESOURCE INFRASTRUCTURE PROTECTION FUND
SOLID WASTE FUND
AIRPORT FUND

A break was held from 10:03 a.m. through 10:33 a.m.

EMERGING NEEDS
ONGOING INFRASTRUCTURE COSTS

There were questions regarding the maintenance of existing city infrastructure. Staff explained that there is not always a dedicated funding source or team assigned to it. Instead, responsibility is somewhat mixed. There are ongoing discussions about the creation of a specialized vegetation team within the Public Works Department. Since Public Works is already experienced in working within the public right-of-way, the idea is to establish a team focused specifically on maintaining this kind of infrastructure, ensuring it receives consistent and knowledgeable attention. For new projects, they are working to make sure maintenance funding and responsibility are built in from the beginning so that future infrastructure does not face the same challenges. They are also looking back at projects constructed over the past five to ten years to identify maintenance gaps that have emerged and to secure funding so those needs can be addressed.

CODE COMPLIANCE
PERSONNEL NEEDS
FUTURE PROJECTS

Council further discussed how FUTS trails and other park infrastructure are funded and maintained, and how those decisions fit into the city's broader financial priorities like public safety staffing.

Parks, Recreation, Open Space, and Events Director Rebecca Sayers explained that FUTS trails are maintained by Parks and Recreation, regardless of whether they were built with BBB funds or another source. There is an annual transfer from the BBB Recreation Fund to the General Fund to cover daily operations and maintenance of parks and trails, including new ones. However, at Parks and Recreation's request several years ago, that transfer was capped. The reason for the cap was to allow

the BBB Recreation Fund to build a balance that could support capital improvement projects, such as sport courts, park expansions, and open space projects, rather than using nearly all of its revenue on ongoing operations. As a result, while new trails can still be built, there is not additional new funding automatically available to maintain them. This creates pressure within existing maintenance budgets.

Concern was expressed that while infrastructure like trails is being discussed and funded, critical core services, particularly public safety, may not have been adequately supported in past years. Past budget cycles were referenced where many full-time staff positions were requested, especially in fire services, but only a small portion were funded. The concern was that Council may not have fully understood the long-term consequences of not approving those positions, and that there may have been an assumption that essential services were already being fully funded.

It was clarified that capital projects like trails are typically one-time expenses, while hiring personnel requires ongoing funding capacity within the General Fund. The primary constraint has not been a lack of awareness of need, but rather limited ongoing revenue to sustain additional staff year after year. In many cases, the positions that do get approved are ones partially offset by grants or internal reallocations, because they place less long-term strain on already tight funds. Grants such as SAFER or other assistance programs can temporarily fund public safety positions, but the General Fund must eventually absorb those costs permanently.

The discussion also touched on employee workload and organizational strain. The importance of avoiding "bifurcation" of roles, where employees take on multiple additional responsibilities due to understaffing was emphasized. Human Resources and Risk Management Director Ryan Saxby shared that they are working more intentionally on job classification and compensation reviews, regularly updating job descriptions and benchmarking against other cities. During the budget process, departments submit formal personnel requests outlining how roles have evolved and why additional staffing or reclassification may be necessary.

REVENUE CONSIDERATIONS
PROPERTY TAX
PRIMARY PROPERTY TAX

Ms. Keene raised a concern about relying too heavily on increasing ongoing revenue, particularly through tax capacity. She shared that counties were once capped by the legislature and lost the ability to continue increasing taxes beyond a certain point. The concern is that if the city continues increasing its tax capacity, such as moving up to a higher rate, there is a possibility that the legislature could eventually step in and impose a similar cap, limiting future flexibility. Counties have had to respond to those limitations by creating alternative revenue sources, such as special district taxes for flood control or public health services, which are options that the city does not necessarily have available. She cautioned against assuming tax capacity can always be expanded and to recognize the potential risk of future legislative limits.

SECONDARY PROPERTY TAX
SECONDARY PROPERTY TAX RATE CAPACITY
PROPERTY TAX HISTORY
PRIMARY PROPERTY TAX LEVY
CONSIDERATION OF 2% PRIMARY PROPERTY TAX LEVY
RESIDENTIAL IMPACT
COMMERCIAL IMPACT
PROPERTY TAX LEVY SHIFT

It was asked how the city is balancing its use of secondary property tax revenue. Staff explained that that current secondary property tax collections exceed the city's existing debt service obligations, meaning there is capacity to issue additional bonds if needed. While no new debt is being issued immediately, the city could issue bonds in the future and still remain within its rate. However, they are trying to weigh that option against putting revenue into the General Fund instead. With significant capital needs, alongside ongoing demands for fire, police, housing, and other services, they want to better understand the trade-offs between using secondary property tax capacity for bond-funded capital projects versus directing resources to the General Fund, which supports ongoing operational needs.

CONSIDERATION SHIFT OF ½ THE PLANNED SECONDARY PROPERTY LEVY INCREASE
RESIDENTIAL IMPACT
COMMERCIAL IMPACT
USER FEES AND RATES

Clarification was requested on the city's recent history with rate studies, aside from the recent water rate study, what other formal rate reviews had been completed in the past few years and whether the city had already been operating on a consistent schedule. Staff explained that the city has completed a number of one-off adjustments over time. Solid Waste was reviewed several years ago, park fees were updated separately, and some internal police service fees were adjusted. However, the city has not been operating on a consistent, recurring "rhythm" of rate studies. That more systematic approach largely fell off around 2017. The city is intentionally moving back toward a structured, ongoing schedule for reviewing rates. A dedicated budget team will help maintain that focus and ensure annual reviews are conducted. While this year may require a heavier lift to get back on track, the workload is expected to level out over the next several years.

It was emphasized that conducting a rate study does not automatically mean rates will increase, it simply ensures the city regularly evaluates whether revenues are keeping pace with costs. It was agreed that while no one wants to raise rates, inflation and rising operational costs make regular reviews necessary to avoid large, sudden increases later.

A break was held from 11:51 a.m. through 1:00 p.m.

PROPERTY TAX DIRECTION

Councilmember Spence suggested a 4% property tax levy increase, which is legally allowable without voter approval. This increase would generate approximately $300,000 for the General Fund, helping offset anticipated revenue reductions from the state and potentially the federal government. The city has kept tax increase requests minimal over the past seven years, and a modest increase now is reasonable and likely understandable to taxpayers in order to maintain effective and efficient city operations. He also expressed support for moving forward with the proposed change related to secondary property taxes and bonding capacity, noting that the city is in a strong position with its bonding potential and that this adjustment would also likely be acceptable to taxpayers.

Councilmember Matthews expressed hesitation about moving forward with a property tax increase given the broader financial conversations already underway, particularly around a potential public safety tax and how it would be funded, whether through sales tax, property tax, or other sources. She agrees that the city needs new ongoing General Fund revenue to support operations but is concerned about timing and overall impact. Increasing taxes now could limit future bonding capacity if a citizens committee later recommends bonding for major asset purchases. She does not want to unintentionally constrain options before that process plays out.

Councilmember Matthews also questioned whether the relatively small financial gain justifies the psychological impact on residents. On a $700,000 home (at assessed value), the increase might amount to roughly $40--$60 annually for most homeowners. While that may not seem significant individually, the city would only gain about $150,000 overall. She is struggling with whether it makes sense to raise property taxes, especially when other potential increases, such as sales taxes and rate adjustments, may also be on the horizon. While not opposed in principle, she is cautious and wants the Council to consider the cumulative effect of multiple revenue increases and how the community may respond to them.

Councilmember Garcia agreed with the earlier sentiment that if the city is going to raise taxes, it should consider making the increase meaningful enough to have a real impact. They question whether a 2%, 4%, or even 6% increase would make much difference in public perception, since the act of raising taxes is what will stand out to residents, so it may be better to choose a level that generates sufficient revenue to be truly actionable. He would like to see comparative scenarios showing what different levy increases (2%, 4%, 6%) would generate. He also expressed support for the secondary property tax proposal.

Mr. Tadder indicated that increases could be phased in over multiple years rather than implemented all at once. He referenced a past example involving public safety and PSPRS obligations, where the city had unused tax capacity and implemented a phased increase to build sustainable funding. That approach allowed the city to support new public safety staffing initially funded through grants, ensuring there was ongoing revenue in place once those grants expired.

Vice Mayor Sweet shared that she was in the "maybe" category on both items. She also questions if raising taxes is worth only $150,000.

Councilmember Aslan stated that he wanted staff to explore all options. It is clear that the city will need more funding, and he is amenable to what you come up with.

Mr. Tadder stated that staff will balance out the budget and see where resources are needed and bring back options in April to get further direction from Council.

COUNCIL FORUM/BUDGET EXPECTATIONS

Ms. Keene opened the floor to give Council the opportunity to weigh in on things and request information that may not have been discussed.

Councilmember Garcia felt that the conversation confirmed that staff heard and understood Council's expectations from prior discussions, and that those expectations appear aligned between Council and staff. Rather than introducing new ideas or initiatives, he preferred to stay focused on the current priorities and complete the work already in progress. Once those items are addressed, he would be open to exploring new or more ambitious projects.

Councilmember Spence indicated his position is that the city should aim to present a budget without increasing total staff levels. This would allow resources to be directed toward unfunded mandates, maintenance needs, and long-term stability. He is open to hearing about critical new positions but suggest that any new requests be balanced by eliminating or repurposing existing positions within divisions, keeping overall staffing constant.

Councilmember Matthews highlighting her concerns about ongoing funding pressures, particularly related to staffing and core services, and the broader impact on the General Fund. She notes that some divisions rely heavily on the General Fund to support new positions, and rising costs, like minimum wage increases, are gradually eroding that fund, creating long-term budget challenges.

Councilmember Matthews referenced past decision-making, realizing that many critical funding choices, especially for public safety and housing, were made before Council review, leaving Council and the community to react rather than actively guide priorities. This underfunding of core services has been building since at least 2009, following across-the-board cuts from the recession, and more recent priority-based budgeting may have softened impacts but did not fully address funding gaps. Deferred maintenance and underfunded services have now created urgent financial pressures. Decisions like water rate increases or potential new taxes are necessary because ongoing revenue shortfalls cannot be addressed with one-time funds alone. She stressed the importance of transparency and informed decision-making, both for Council and the community, to understand why increases are needed, what alternatives exist, and how resources are being allocated.

Vice Mayor Sweet expressed appreciation that maintenance costs for city projects are now being included in the budget. She values seeing the bigger picture and emphasized the importance of continuing broader conversations about all cost increases, not just property taxes, so Council can understand the cumulative impact on residents. Having a comprehensive, big-picture view when the budget returns in April will help her better communicate and explain decisions to the public.

Councilmember Garcia noted that the city lost significant resources during the Great Recession and is only now starting to catch up. He highlighted how much has changed over the past 15 years, including staffing levels, outsourcing decisions, and rising costs, and he is considering whether outsourcing is cost-effective compared to hiring in-house. After years of "doing more with less," the city is now in a position where it must "do more with more," including raising taxes, adjusting fees, and investing in core

services. Home values have increased dramatically over the same period, but property taxes have not kept pace, making incremental increases more necessary. He emphasized the importance of clear messaging to the community: explaining that additional contributions are required to maintain and improve city services and framing it as a necessary step toward building capacity and sustainable operations rather than as a burden.

Councilmember Aslan shared that he believes the city needs to get caught up with its code compliance. It is particularly important for Dark Sky code compliance given the many things that are going on around the issue. The more that the city is able to just rely on the general fund for these things, it provides Council the opportunity to have a little bit more discretion within the discussions they have been forced into having about how to fund public safety appropriately without strings attached.

Ms. Keene concluded the retreat sharing that the next step in the process is the start of division review meetings, which would start the next week. Over the course of two weeks, the City Manager's budget team will meet with each division to review their requests, including new position requests and reclassification proposals. The goal of the meetings is to evaluate and compile all requests so the team can prepare a comprehensive budget proposal to present to Council at the April retreat.

5. Adjournment

The Budget Retreat of the Flagstaff City Council held February 5, 2026, adjourned at 1:34 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL WORK SESSION
TUESDAY, FEBRUARY 10, 2026
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN AVE
3:00 P.M.

MINUTES

1. Call to Order

Mayor Daggett called the Work Session of the Flagstaff City Council held February 10, 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: 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

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.

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.

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.

Ira Allen commended the decision regarding Flock, requested an update on the timeline for removing or relocating the cameras, and noted reports that Flock has, in some cases, refused to remove or has reinstalled cameras after contract cancellations, urging diligent follow-up on the matter.

Chelsea Greene noted that the Flock cameras have not yet been removed, encouraged continued efforts to address the issue, and suggested reviewing reports from other jurisdictions where Flock has not removed cameras following contract cancellations.

Mayor Daggett asked staff if they would like to provide a statement and City Manager Keene stated that the press release on the website indicated the City is working with Flock and had hoped to have the cameras removed earlier that week, she added that staff will look into the matter further and provide an update when available.

Mars Purcell submitted a written comment regarding the Flock Cameras and asking for removal.

5. Review of Draft Agenda for the February 17, 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.

6. Discussion about noise mitigation at Bushmaster Park.

Assistant Parks and Recreation Director Amy Hagin provided a PowerPoint Presentation that covered the following:

DISCUSSION NOISE MITIGATION AT BUSHMASTER PARK
SPORT COURT PICKELBALL
SPORT COURTS PROJECT OPENED NOVEMBER 2025
FLAGSTAFF PICKELBALL COURTS
NOISE MITIGATION DISCUSSION
DISCUSSION AND DIRECTION

Councilmember Garcia asked whether staff or a contractor has collected usage or frequency data for the pickleball courts to date, noting the busy season is approaching and evening play will increase. He stated he has not recently heard significant noise and believes the design may be helping, though it may also be seasonal. He asked whether staff are waiting for additional data before determining if noise mitigation is needed and what steps are being taken in the meantime. Ms. Hagin responded that the courts have been open less than four months and no formal usage or noise metrics are currently available. Lights operate until 9:00 p.m., and there has been more daytime activity. She stated no

complaints have been received since mid-November. Staff researched a noise mitigation product consisting of a fence-mounted screen system, similar to a tennis windscreen, that can be rolled up as needed and may reduce noise levels by approximately 10 decibels. However, without baseline measurements, it is difficult to determine actual effectiveness.

Vice Mayor Sweet asked whether any noise concerns have been raised since installation and whether current mitigation measures are working as intended. Ms. Hagin stated no complaints have been received since mid-November. If complaints are received, staff track and work to resolve them. She added that the court layout adjustments and added padding have helped elevate sound from door/window level to roof level.

Vice Mayor Sweet thanked staff for being proactive and stated the layout appears to have helped.

Councilmember Spence thanked Parks, Recreation, Open Spaces, and Events (PROSE) staff for keeping him informed and agreed with waiting to evaluate noise levels and community impacts. He noted that he researched some mitigation panels that can reduce noise by up to 25 decibels but may impact visibility, and expressed support for the current approach.

Audria Smith stated winter usage has been limited but expressed concern about anticipated summer impacts. She described the noise as a loud, echoing "pop" and stated lighting is disruptive and spills onto her property due to reduced tree canopy. She expressed concerns about proximity to homes, loss of privacy, and the planning process, stating mitigation was not included in the original bid. She said the construction period was disruptive and expressed exhaustion with the ongoing impacts.

Councilmember Garcia asked Ms. Smith to clarify her experience with current noise levels compared to before construction. Ms. Smith responded that the noise is louder and more echoing than before. She referenced other cities with greater setback requirements and stated she is not looking forward to summer impacts.

Jim McCarthy stated he has spoken with neighbors and believes the courts should be relocated away from residences. He referenced noise standards in other locations and said mitigation efforts are worth exploring but may not fully resolve the issue. He urged the Council to demonstrate empathy for affected residents.

Councilmember Garcia thanked the commenters and suggested staff monitor activity through the busy season and, if mitigation is warranted, move forward. If staff determine mitigation is not needed, He requested the item return to Council for a more robust public discussion.

Vice Mayor Sweet stated the final design reflected neighbor feedback and Council direction. She expressed trust in staff to monitor impacts through the summer and did not feel the item necessarily needs to return unless warranted.

Councilmember House acknowledged the difficulty of balancing neighborhood impacts with community demand for courts. She stated the issue should return to Council once more data is available, potentially before summer, and requested additional information on mitigation options, costs, and impacts to visibility and sightlines.

Councilmember Matthews referenced prior Council discussions regarding layout and operating hours. She noted the courts were elevated and shifted during redesign and supported evaluating the effectiveness of those changes before installing costly mitigation that could impact spectators and visibility. She recommended revisiting the issue after additional observation.

Ms. Hagin clarified that the previous site included two tennis courts and two basketball courts, and that southern courts were shifted approximately 17 feet north. She also stated the local pickleball association has indicated it will remain at NAU for tournaments this year.

Mayor Daggett asked why similar complaints have not been reported at the Ponderosa Park location and inquired whether funding has been identified for mitigation. Ms. Hagin stated there have not been complaints at Ponderosa Park and that no funding has been identified. She estimated the researched

product would cost approximately $70,000.

Councilmember Spence noted prior estimates of approximately $100,000 to mitigate six courts.

Mayor Daggett recalled previous discussions concluding mitigation might not reduce sound enough to justify the cost. She asked whether other cities have installed the product and whether data is available. Ms. Hagin stated Bozeman, Montana has installed the product but closes courts in winter, so no performance data is yet available. Some country clubs in Kansas have used the product. The system uses mapping tools and resembles a tennis windscreen that can be rolled up by maintenance staff.

Councilmember Aslan stated he is conflicted, emphasizing empathy for neighbors while recognizing practical limitations. He questioned whether additional study would materially change the outcome and expressed concern about spending significant funds without resolving concerns. He stated mitigation is a quality-of-life issue and likely would need to return to Council for decision-making.

Councilmember Garcia clarified that he is referring to monitoring impacts during the busier season to better understand neighborhood effects.

Councilmember Matthews stated that zero noise is not achievable and that even with mitigation there will still be impacts, making it unlikely that all parties will be satisfied.

Vice Mayor Sweet reiterated trust in staff to monitor impacts and respond as needed.

Mayor Daggett summarized that it is currently winter, and impacts are uncertain. She asked whether Council agrees staff should continue monitoring usage and impacts and incorporate mitigation into work plan or budget discussions if warranted.

Councilmember Aslan agreed generally but emphasized that any significant mitigation decision should return to Council.

City Manager Keene noted that if mitigation requires bringing forward a contract above a certain threshold, it would need Council approval. She asked whether Council is interested in having staff explore including potential mitigation funding in the current or future budget.

Councilmembers acknowledged the clarification.

7. Discussion about decoupling the site plan/concept plan requirement from rezoning applications.

Planning and Development Services Director Michelle McNulty provided a PowerPoint Presentation that covered the following:

ZONING MAP AMENDMENT PROCESS
EXISTING PROCESS -- TWO-PRONGED APPROACH
OPTION 1: DIRECT TO ORDINANCE
OPTION 2: CONCEPT REZONE
OPPORTUNITIES FOR IMPROVEMENT
STREAMLINE APPLICATION REQUIREMENTS
PROHIBIT OVERLAPPING APPLICATIONS
REVISE ZONING CODE REQUIREMENT ON CONDITIONS OF APPROVAL

Councilmember Matthews asked for clarification on the proposed language change and how it relates to current impact study requirements.

Ms. McNulty responded that the determination would depend on whether a proposed modification, such as a rezone or increasing from one building to five buildings, would trigger a revised impact analysis. In some cases, even changes to a single building can create additional impacts. If the modification would not result in new or increased impacts requiring a revised analysis, it could be approved administratively.

CHANGE THE REQUIREMENTS FOR IMPACT ANALYSIS

Councilmember Matthews stated the issue stood out to her, referencing her involvement with the temporary signal on Route 66. She noted that significant infrastructure was installed by a developer but is now obsolete and unusable, representing a substantial financial investment.

City Engineer Paul A. Mood reiterated that he was not with the City at the time the referenced project was approved. He suggested it may have been the developer's preference to construct a traffic signal rather than contribute funding toward related infrastructure. He acknowledged that in some cases required infrastructure improvements may later become obsolete or not ideally located, though the City works to minimize those situations.

ALIGN ZONING CODE AND REGIONAL PLAN
ZONING MAP AMENDMENT PROCESS
CREATE A POLICY FOR EXACTIONS, NEGOTIATIONS AND DEVELOPMENT AGREEMENTS
QUESTIONS, COMMENTS, SUGGESTIONS

Councilmember Aslan stated that if the Regional Plan is ratified, it would provide direction for this approach. He emphasized that the broader goal is to build more housing, but questioned "build more what," and asked how the City can leverage these changes to secure greater affordability and appropriate density through development agreements. He expressed enthusiasm for the proposal but stressed the importance of ensuring it advances affordability goals. Ms. McNulty responded that the intent is to better leverage requests for affordable housing and higher density through the process.

Councilmember House expressed support and raised several questions. She asked how the general shift would improve the City's ability to secure community benefits and whether current code-based incentives are sufficient. She requested examples from peer cities and noted feedback suggesting current incentives are not strong enough to encourage affordability or sustainability. She also asked about infrastructure capacity and whether the team is comfortable pursuing this direction given existing constraints. Ms. McNulty stated staff have been evaluating infrastructure impacts through Regional Plan modeling and traffic impact analysis. She noted coordination with the Safe Streets Master Plan and land use modeling efforts. Staff are carefully considering infrastructure costs to ensure projects remain feasible and are actively working through those issues.

Councilmember House also raised concerns about public perception if approved plans differ from final development due to more flexible requirements. Ms. McNulty responded that building trust in the zoning code is essential. If the Regional Plan is ratified, many community standards could be incorporated directly into code rather than negotiated project by project.

Councilmember House suggested considering a pilot approach to demonstrate benefits to the community. Ms. McNulty stated staff are open to a phased or pilot approach. Some changes could be implemented quickly, while others may require additional discussion. She noted that if changes are made outside of code, they can be more easily adjusted, and a sunset provision could be considered.

Vice Mayor Sweet expressed support and asked what guardrails would be in place if the approach does not work as intended, and how the City would evaluate and potentially reverse course. Ms. McNulty reiterated that a pilot program or sunset clause could provide flexibility, particularly for policy-level changes.

Charity Lee, a representative of Capstone Homes, expressed support for the proposed amendments to the conceptual rezoning process, stating the current requirements create excessive upfront costs and deter applicants from pursuing rezoning. She supported simplifying the process to focus on consistency with the Regional Plan and allowed uses rather than detailed concept plans, noting this would encourage higher-use rezonings and advance the City's housing goals. She also supported amending Section 10-20.50.F.1a(1) and treating Regional Plan land use categories as guidelines while codifying design standards in the zoning code.

Councilmember House thanked Ms. Lee and asked about the feasibility of the proposed shift from a developer perspective, including the effectiveness of incentives and thoughts on a pilot approach. Ms.

Lee stated that existing incentives are not financially feasible and require further work. She recommended modifying application requirements as an immediate and impactful first step, suggesting that aligning applications more closely with City goals could significantly improve outcomes. She expressed uncertainty about the need for a pilot and encouraged moving forward. She noted that rezoning and application costs are high and risky for developers, and simplifying the process, such as addressing site plans later, would reduce barriers.

David Hayward, President of Flagstaff Affordable Housing, expressed appreciation for staff efforts to improve processes. He clarified that the proposal does not eliminate requirements but changes when they are addressed. He stated the current process can create financial barriers and emphasized the importance of focusing on strategic housing goals rather than procedural details. He added that streamlining would reduce inefficiencies for both developers and staff.

Tyler Denham, Executive Director for Flagstaff Affordable Housing, expressed support for the changes. He stated current zoning limits attainment of the Housing Plan and Carbon Neutrality Plan goals, particularly in rural residential areas that discourage walkability. He noted that rezoning must be more attractive than by-right development and that simplifying the process would encourage needed housing types.

Councilmember Matthews thanked Ms. McNulty and staff for expanding the discussion beyond a single line item and advancing a broader vision for increasing affordable housing. She acknowledged concerns about lengthy and uncertain processes and expressed support for opening the door to more efficient rezoning and development pathways while maintaining required standards.

Councilmember House reiterated support for removing early barriers to housing and highlighted opportunities to advance sustainability and affordability. She emphasized pairing process changes with strong standards to ensure community goals are achieved and recommended testing the approach before final adoption. She cautioned that while development should be easier, it must align with community priorities, and incentives alone may not achieve desired outcomes.

Ms. McNulty noted that incentives remain part of the broader discussion and staff will return with additional information.

Vice Mayor Sweet expressed excitement and support for all proposed options, particularly streamlining application requirements as an initial step. She supported phasing in changes and emphasized transparency and maintaining community values.

Mayor Daggett asked whether staff had sufficient direction from Council.

Ms. McNulty asked how Council would like to remain involved. Mayor Daggett responded that Council should receive appropriate details at key milestones to ensure the public is informed and brought along in the process, but does not need side-by-side application comparisons.

8. Open Call to the Public

Dennis Givens, public safety and sustainability community representative, stated that the Flock cameras used by the City have been removed, noting that one may belong to the County. He urged the Council to continue addressing issues related to Missing and Murdered Indigenous Women, emphasizing its importance to the community. He acknowledged concerns surrounding surveillance technology but also noted its potential benefits. He encouraged balanced, bipartisan approaches to public safety and broader policy issues, including immigration reform, while ensuring justice is served.

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

Councilmember Garcia acknowledged the first responders and public safety personnel for their work over the past week. He stated he will follow up with members of the affected neighborhood to check in and noted that Chief Connolly initiated the idea he believes will be beneficial to the community.

Councilmember Aslan introduced a FAIR item proposing that the City explore adopting socioeconomic

water productivity measures, based on research presented by Dr. Ben Ruddell and Dr. Richard Rushforth of Northern Arizona University. He suggested evaluating major water users, such as potential data centers, based on return on investment per gallon of water, including jobs and tax revenue, to support long-term economic sustainability. He recommended working with the Water Services Division and consulting with the university experts to proactively develop policy guidance.

Vice Mayor Sweet acknowledged that the community experienced a difficult week and expressed her thoughts and support for those affected. She noted a Saturday BBQ fundraiser will be held in support of fallen officers.

Councilmember House expressed support for the Flagstaff Police Department, Fire Department, and DPS personnel impacted by last week's events, acknowledging it was a heavy week for the community. She recognized the continued presence and service of first responders and thanked City staff, including the Mayor and Assistant City Manager Anderson, for coordinating a community event that had a meaningful impact.

Councilmember Spence expressed appreciation to the Beautification and Arts Commission for replacing the deteriorated logs near the railcar behind Old Town Shops. He noted the Forest Service provided the new ponderosa pine logs and stated that visitors to the community will appreciate the improvement.

Mayor Daggett echoed appreciation to staff and community partners for the community debrief after last week's event, noting it was a heavy but meaningful day. She reminded the public that the I Heart Pluto Festival was that weekend

City Manager Keene thanked staff for their response to last week's event, clarified that Flock cameras in the City's contract have been removed, and noted updates will be posted online. She added data center information will come to Council soon and highlighted the Mayor's upcoming legislative testimony for $2?million in Low-Income Housing Tax Credit funding for rural communities.

Councilmember House asked that an item be added to next week's agenda to consider use of the Council Initiative Fund to support memorial and assistance efforts. Mayor Daggett confirmed that could be added.

City Manager Keene added that the Deputy City Manager meet-and-greet event will be held the following day with six candidates participating.

10. Adjournment

The meeting of the Flagstaff City Council held February 10, 2026, adjourned at 5:10 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL REGULAR MEETING
TUESDAY, FEBRUARY 17, 2026
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN AVE
3:00 P.M.

MINUTES

1. CALL TO ORDER

Mayor Daggett called the meeting of the Flagstaff City Council held February 17, 2026, to order at 3:01 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. ROLL CALL

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

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

Staff Present: City Manager 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 Aslan read the Mission Statement of the City of Flagstaff, and Councilmember Garcia read the Land Acknowledgement.

MISSION STATEMENT

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

LAND ACKNOWLEDGEMENT

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

4. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

A. Consideration and Approval of Minutes: City Council Retreat of January 15, 2026, Regular Meeting of January 20, 2026, Work Session of January 27, 2026, Special Meeting (Executive Session) of February 3, 2026.

Moved by Councilmember Lori Matthews, **seconded by** Vice Mayor Miranda Sweet to approve the minutes of the meetings of City Council Retreat of January 15, 2026, Regular Meeting of January 20, 2026, Work Session of January 27, 2026, Special Meeting (Executive Session) of February 3, 2026.

Vote: 7 - 0 - Unanimously

5. OPEN CALL TO THE PUBLIC

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

Dennis Givens addressed Council regarding rising property taxes in Flagstaff, sharing community feedback from the Nextdoor app and suggesting alternatives such as taxing short-term rentals, cutting spending, and investing in sustainability and solar energy.

Colleen Maring, Chief People Officer at Northern Arizona Healthcare, addressed Council and explained the temporary pause in planning for a new hospital. She clarified misconceptions about capacity constraints and outlined financial challenges including Medicaid reimbursement cuts.

6. COUNCIL LIAISON REPORTS

Councilmember Matthews reported on the Indigenous Commission where they welcomed a new commissioner and discussed the upcoming powwow. The commission is coordinating with Flagstaff High School with their powwows which are occurring the same weekend. She also reported on the Criminal Justice Coordinating Council where they discussed efforts underway to review recommendations, improve public data dashboards, simplify reports, and expand community outreach.

Councilmember Garcia announced a joint meeting with the Parks and Recreation and Open Spaces Commissions.

Vice Mayor Sweet stated that the Mountain Line meeting was later that week and that the Water Commission meeting had been cancelled that month.

Councilmember House reported that she attended the Flagstaff Sister Cities annual meeting where they hosted the Mexican consul and discussed partnerships with Hispanic, Latino, immigrant, and migrant communities.

Councilmember Spence shared that the Pedestrian Advisory Committee and Bicycle Advisory Committing will be meeting every other month due to staffing shortages.

7. LIQUOR LICENSE PUBLIC HEARINGS

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

A. Consideration and Action on Liquor License Application: Rochan S. Goswami "Milton Mobil" 2020 S. Milton Rd, Series 009, Liquor Store, Owner Transfer

Mayor Daggett opened the public hearing.

Chief of Staff for the Mayor Jessica Matias introduced the application and indicated that the Police Department and Planning and Development Services had provided their respective findings.

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

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Anthony Garcia to forward the application to the State with a recommendation for approval.

Vote: 7 - 0 - Unanimously

8. CONSENT AGENDA

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

Councilmember Aslan requested the Item 8H 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 Item 8H.

Vote: 7 - 0 - Unanimously

A. Consideration and Approval of Contract: JWP Blvd. Extension Project - CMAR Design Phase Services Contract

1. Approve the Construction Manager At Risk (CMAR) Design Phase Services Contract to J. Banicki Construction, Inc. for an amount not to exceed $198,760.00, which includes an $8,000.00 utility potholing contingency. The contract period is 365 calendar days.
2. Authorize the City Manager to execute the necessary documents.

B. Consideration and Approval of Contract: Approve the First Amendment to the contract with immixTechnology, Inc. for the UKG Pro Timekeeping software and support.

1. Approve the First Amendment to the contract with immixTechnology, Inc. for UKG Pro Timekeeping software and support to increase the total contract amount not to exceed $300,000; and
2. Authorize the City Manager to execute all necessary documents.

C. Consideration and Approval of Contract: Cooperative Purchase Contract with Global Rental Co., Inc. for an Altec AT48M Aerial Work Platform in the amount of $233,526, plus all applicable taxes.

1. Approve the Cooperative Purchase Contract with Global Rental Co., Inc. for an Altec AT48M Aerial Work Platform in the amount of $233,526.00, plus all applicable taxes; and
2. Authorize the City Manager to execute the necessary documents.

D. Consideration and Approval of Contract: First Amendment to Consultant Services Contract with ATL, Inc. d/b/a CMT Technical Services.

1. Approve the First Amendment to the Consultant Services Contract with ATL, Inc. d/b/a CMT Technical Services in an amount of $150,000; and
2. Authorize the City Manager to execute the necessary documents.

E. Consideration and Approval of Contract: City wide routine and emergency tree service on-call contracts with C's Tree Service, ArborWorks, and West Coast Arborists, Inc.

1. Approval of the City wide routine and emergency tree service on-call contracts with C's Tree Service, ArborWorks, and West Coast Arborists, Inc.;
2. Authorize the City Manager to execute the necessary documents.

F. Consideration and Approval of Grant Agreement: Approve the Grant Agreement with New Venture Fund to increase community capacity and awareness regarding wildfire resilience across both natural and built environments.

Staff recommends City Council approve a one-year agreement with the New Venture Fund in the amount of $249,578 and authorize the City Manager to execute the necessary documents.

G. Consideration and Approval of Contract: Approve a Task Order to an On-Call Professional Services Contract with The WLB Group, Inc. for the Highland Mesa FUTS Project.

1. Approve a Task Order to an On-Call Professional Services Contract with The WLB Group, Inc. in the amount of $129,040 for the Highland Mesa FUTS Project and a contract duration of 365 calendar days; and
2. Authorize the City Manager to execute the necessary documents.

H. Consideration and Ratification: Letter of opposition to proposed national park fee increase

Councilmember Aslan asked staff to provide additional information about the letter. Public Affairs Director Sarah Langley explained that the $100 fee for non-resident visitors to major national parks took effect January 1, with significant signage at the Grand Canyon. The letter was drafted to inform federal representatives of the anticipated negative effects on Flagstaff and surrounding cities' tourism industries.

Moved by Councilmember Austin Aslan, **seconded by** Councilmember Anthony Garcia to retroactively approve the letter of opposition.

Vote: 7 - 0 - Unanimously

9. ROUTINE ITEMS

A. Consideration and Approval of Contract: Approve the Downtown Flagstaff Enhanced Services Contract with Flagstaff Downtown Business Alliance in the amount of $666,959.05, annually.

Assistant City Manager Shannon Anderson provided a PowerPoint presentation that covered the following:

DOWNTOWN ENHANCED SERVICES CONTRACT
BACKGROUND
PURPOSE
ENHANCED SERVICES
CONTRACT

There were questions regarding performance standards in the contract and the recourse should those standards not meet expectations. Ms. Anderson explained that the city would first meet with the service provider to discuss deficiencies and work collaboratively toward resolving them. The process begins with back-and-forth discussions about expectations and corrective actions. While contract termination is possible, it is considered a last resort.

It was also asked how downtown businesses could provide feedback. Ms. Anderson stated that formal mechanisms are not specifically outlined in the contract, but several avenues will be available.

Businesses can provide input through stakeholder meetings, direct communication with staff, email, or by calling a dispatch number that will be posted on service vehicles to address issues quickly. The goal is to respond promptly and improve service levels in the high-traffic downtown area.

Council expressed appreciation for the collaborative effort behind the enhanced services plan. They emphasized the importance of the enhanced services to the local economy, visitor experience, business success, and community pride. It was also clarified that the existing special taxing district tax remains in place and that the new contract enhances the current funding and services.

Moved by Vice Mayor Miranda Sweet, **seconded by** Councilmember Lori Matthews to approve the Downtown Flagstaff Enhanced Services Contract with Flagstaff Downtown Business Alliance in the amount of $666,959.05 annually and authorize the City Manager to execute the necessary documents.

Vote: 7 - 0 - Unanimously

B. Consideration and Approval of Contract: Cooperative Purchase Contract with Phil Long Ford of Denver to purchase a Ford F150 EV Lightning for Engineering in the amount of $61,395.00, plus applicable fees and taxes.

Public Works Section Director Jen Brown provided a brief explanation of the purchases referred to in Items 9B and 9C. The request is to purchase three vehicles to support operational needs across multiple departments. First, is a Ford F-150 Lightning, an electric vehicle, to replace a truck that was damaged on New Year's Day. The electric truck meets Engineering's daily operational requirements and is capable of performing the same tasks as a gas-powered vehicle. This replacement has already been reviewed and approved by the Fleet Management Committee.

The second vehicle is a Ford F-150 hybrid for the Emergency Management section. This vehicle must remain mission-ready 24/7 and is used during disasters, prolonged storms, multi-agency incidents, and wildland fire responses. Because it frequently operates in remote areas without access to charging infrastructure, a hybrid model was selected to ensure reliability while still supporting sustainability goals.

The third vehicle is a Ford F-250 for the newly established Water Services Supervisor position. This truck will be used for frequent callouts, hauling tools, and towing equipment, and must also be available around the clock as needed. An electric option is not available in the size and capacity required to meet these operational demands.

Moved by Councilmember Austin Aslan, **seconded by** Councilmember Anthony Garcia to approve the Cooperative Purchase Contract with Phil Long Ford of Denver to purchase a Ford F150 EV Lightning for Engineering in the amount of $61,395.00, plus applicable fees and taxes and authorize the City Manager to execute the necessary documents.

Vote: 7 - 0 - Unanimously

C. Consideration and Approval of Cooperative Purchase Contract: With PFVT Motors, LLC d/b/a Peoria Ford, in the amount of $111,956.61 for the purchase of a 2026 Ford F250 Super Duty 4x4 Crew Cab for Water Services and a 2026 Ford F150 XLT Hybrid 4x4 for Management Services; Emergency Management.

Moved by Councilmember Austin Aslan, **seconded by** Councilmember Anthony Garcia to approve the Cooperative Purchase Contract with PFVT Motors, LLC d/b/a Peoria Ford ("Peoria Ford"), in the amount of $111,956.61 for the purchase of a 2026 Ford F250 Super Duty 4x4 Crew Cab for Water Services and a 2026 Ford F150 XLT Hybrid 4x4 for Management Services; Emergency Management and authorize the City Manager to execute the necessary documents.

Vote: 7 - 0 - Unanimously

D. Consideration and Approval of Contract: Approval of the Cooperative Purchase Contract with Interim Public Management, LLC, for professional level consulting services in an annual amount not to exceed $200,000 in any fiscal year.

City Manager Keene requested approval to renew a cooperative purchase contract with Interim Public Management (IPM), LLC, using an existing cooperative agreement through the City of Phoenix. The City has previously contracted with IPM, and this action would continue that relationship. She explained that IPM provides interim executive and management-level staffing services for local governments. These services are used on an as-needed basis, particularly when a division director or other key leader leaves unexpectedly. IPM can quickly place qualified professionals in temporary roles to ensure continuity of operations while the City conducts a formal recruitment process. The city utilized IPM in the past, including during transitions within the Human Resources division when unexpected vacancies occurred, and interim staff were brought in to maintain stability and operations.

Moved by Councilmember Anthony Garcia, **seconded by** Councilmember Lori Matthews to approve the Cooperative Purchase Contract with Interim Public Management, LLC for professional level consulting services in an annual amount not to exceed $200,000 in any fiscal year and authorize the City Manager to execute the necessary documents.

Vote: 7 - 0 - Unanimously

10. PUBLIC HEARING ITEMS

A. Cancellation of Public Hearing: A request to amend the Flagstaff Regional Plan 2030 to change the area type designation on Maps 21 and 22 from Suburban Neighborhood to Rural Neighborhood. The proposal is for approximately 4.3 acres generally located on the South side of E John Wesley Powell Boulevard (JWP) between S Links Road and S Lone Tree Road (APN: 105-10-208A). The applicant requests a Concept Zoning Map Amendment in conjunction with this request (**PZ-24-00236-02)**

Moved by Councilmember Lori Matthews, **seconded by** Vice Mayor Miranda Sweet to cancel the public hearing.

Vote: 7 - 0 - Unanimously

B. Cancellation of Public Hearing: A request to amend the Flagstaff Zoning Map to rezone approximately 4.3 acres located at 1381 E John W Powell Blvd (APN: 105-10-208A) from the Single-Family Residential (R1) zone within the Resource Protection Overlay Zone (RPO) to the Estate Residential (ER) zone within the RPO **(PZ-24-00236-01)**

Moved by Councilmember Lori Matthews, **seconded by** Vice Mayor Miranda Sweet to cancel the public hearing.

Vote: 7 - 0 - Unanimously

11. REGULAR AGENDA

A. Consideration and Adoption of Ordinance No. 2026-02: An Ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code, Chapter 10-40 Specific to Zones, Division 10-40.30 Non Transect Zones.

Consideration and Adoption of Ordinance No. 2026-03: An Ordinance of the City Council of the City of Flagstaff, the Flagstaff City Code, Title 11, General Plans and Subdivisions, Chapter 11-20: Subdivision and Land Split Regulations, Division 11-20.40: Subdivision Procedures and Requirements.

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

ZONING & SUBDIVISION CODE AMENDMENTS 2025 CLEAN UP
PZ-25-00251
2025 CLEAN UP

CITY'S PROPOSED ZONING CODE TEXT AMENDMENT
OVERVIEW OF PROPOSED AMENDMENT
STAFF RECOMMENDATION
FLAGSTAFF REGIONAL PLAN 2030
THE PROPOSED AMENDMENT WILL NOT BE DETRIMENTAL TO THE PUBLIC INTEREST, HEALTH, SAFETY, CONVENIENCE OR WELFARE OF THE CITY
THE PROPOSED AMENDMENT IS INTERNALLY CONSISTENT WITH OTHER APPLICABLE PROVISIONS OF THIS ZONING CODE
RECOMMENDATION

Councilmember Spence asked how the amendments apply to the 2045 Regional Plan should voters approve it.

Ms. Antol explained that the proposed amendment is consistent with the community commercial zone standards outlined in the 2045 Plan. If voters approve the 2045 Plan this spring, additional updates, particularly related to density ranges in the zoning code, will still be needed. The current amendment is considered an interim measure to align with the plan's direction in the meantime, and she would return to Council with further updates if the plan is adopted.

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Anthony Garcia to read Ordinance No. 2026-02 by title only for the first time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 10, FLAGSTAFF ZONING CODE, CHAPTER 10-40 SPECIFIC TO ZONES, DIVISION 10-40.30 NON TRANSECT ZONES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Anthony Garcia to read Ordinance No. 2026-03 by title only for the first time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 11, GENERAL PLANS AND SUBDIVISION, CHAPTER 11-20: SUBDIVISION AND LAND SPLIT REGULATIONS, DIVISION 11-20.40: SUBDIVISION PROCEDURES AND REQUIREMENTS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

B. Consideration and Approval of Resolution 2026-10, Amending the Section 8 Administrative Plan to create a local preference for existing City of Flagstaff Housing Authority (CFHA) assisted voucher holders facing termination due to insufficient or discontinued funding.

Housing Director Sarah Darr presented a request to amend the Section 8 Administrative Plan to create a new local preference for City of Flagstaff voucher holders who are at risk of losing assistance due to insufficient or discontinued program funding. The amendment is in response to HUD ending funding for the Emergency Housing Voucher (EHV) program five years earlier than anticipated, with funding expected to run out by September or sooner. The city currently has 18 households housed through the program. The EHV program served highly vulnerable individuals, including those exiting homelessness or fleeing domestic violence, dating violence, or human trafficking, and participants were referred through the Continuum of Care rather than the standard waiting list.

The proposed local preference, recommended by HUD, would allow these households to move to the top of the waiting list and transition into regular Section 8 vouchers, preventing them from returning to homelessness. Flagstaff is in a favorable position to do this because it has available vouchers from the former Williams voucher program. She also noted that the preference was written broadly so that if

future funding cuts affect other voucher programs, the city would not need to repeatedly amend the plan.

There were questions about the program and how people transition from EHV to a regular voucher program. Ms. Darr clarified that the EHV program was created in 2021 with an expected 10-year funding horizon, though Congress recently ended funding early. Unlike traditional vouchers, EHV vouchers could not be reissued once surrendered. The current Section 8 waiting list remains approximately two to three years long, and due to an existing local preference for residents who live or work within the service area, vouchers have not been issued to individuals moving into the community from elsewhere.

Moved by Councilmember Lori Matthews, **seconded by** Vice Mayor Miranda Sweet to read Resolution No. 2026-10 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, AMENDING THE SECTION 8 ADMINISTRATIVE PLAN TO CREATE A LOCAL PREFERENCE FOR EXISTING CITY OF FLAGSTAFF HOUSING AUTHORITY ASSISTED VOUCHER HOLDERS FACING TERMINATION DUE TO INSUFFICIENT OR DISCONTINUED FUNDING; PROVIDING FOR DELEGATION OF AUTHORITY TO IMPLEMENT THE PROGRAM; AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Lori Matthews, **seconded by** Vice Mayor Miranda Sweet to adopt Resolution No. 2026-10.

Vote: 7 - 0 - Unanimously

C. Consideration and Adoption Ordinance No. 2026-04: An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 3 Business Regulations, Chapter 3-10 User Fees, Section 3-10-001-0010, Subsection A. Parking Rates - ParkFlag District to amend the effective date of the parking fee increase; providing for penalties, repeal of conflicting ordinances, severability, authority for clerical corrections, and establishing an effective date

Management Services Director Rick Tadder requested approval to delay the planned downtown parking rate increase. He explained that the increase was originally scheduled to take effect March 1, following the rate study and adoption approved by Council in October. At that time, staff anticipated sufficient time to complete contractual work and allow the new downtown service provider to demonstrate enhanced services before the rate increase went into effect. However, since the enhanced services contract was only recently approved, staff are now requesting that the rate increase be postponed until August 1. The purpose of the delay is to allow the community to see the enhanced services in action before implementing the planned $1 parking rate increase.

Moved by Councilmember Anthony Garcia, **seconded by** Councilmember Lori Matthews to read Ordinance No. 2026-04 by title only for the first time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 3 BUSINESS REGULATIONS, CHAPTER 3-10 USER FEES, SECTION 3-10-001-0010 PARKING FEES-PARKFLAG DISTRICT, SUBSECTION A PARKING FEES TO AMEND THE EFFECTIVE DATE OF PARKING FEES INCREASES; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

D. Consideration and Adoption of Resolution No. 2026-09: A resolution approving the Intergovernmental Agreement between the City of Flagstaff and Coconino County for election services for the May 19, 2026 Special Election

Communication and Civic Engagement Director Stacy Saltzburg stated that the resolution was to

approve an IGA with Coconino County for election services related to the May 19, 2026 Regional Plan election. She explained that while the city is responsible for many of the election activities such as preparation of the resolution, ballot language, public notices, and information pamphlet, the County prepares the ballots, mails out and receives the ballots, and counts the ballots on election day. The approximate cost associated with the IGA was $125,000.

Moved by Vice Mayor Miranda Sweet, **seconded by** Councilmember Lori Matthews to read Resolution No. 2026-09 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF FLAGSTAFF AND COCONINO COUNTY FOR ELECTION SERVICES FOR THE MAY 19, 2026 SPECIAL ELECTION

Moved by Vice Mayor Miranda Sweet, **seconded by** Councilmember Anthony Garcia to adopt Resolution No. 2026-09.

Vote: 7 - 0 - Unanimously

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

The Council discussed several community funding opportunities.

Councilmember House proposed a donation to support the families of the recently lost DPS officers through the Fraternal Order of Police Lodge 32 and AZ Troopers Association.

Councilmember Garcia proposed a contribution to support the centennial celebration of Our Lady of Guadalupe church. He also requested a contribution to Ballet Folklorico to support their fundraising efforts following a financial loss due to their credit card and donation processor declaring bankruptcy.

Mayor Daggett requested support for the Coconino Humane Association's upcoming spay and neuter event.

Following discussion, Council agreed to support a donation to the DPS officers' families, the Centennial celebration of Our Lady of Guadalupe church, Ballet Folklorico, and the Coconino Humane Association's spay and neuter clinic.

Moved by Mayor Becky Daggett, **seconded by** Councilmember David Spence to approve the use of the Council Initiative Fund for the following:

- $2,000 for the DPS officers' families ($1000 each).
- $500 for the Centennial celebration of Our Lady of Guadalupe church.
- $700 for Ballet Folklorico.
- $2,000 for the Coconino Humane Association's spay and neuter clinic ($1,000 in FY26 and $1,000 in FY27).

Vote: 7 - 0 - Unanimously

12. FUTURE AGENDA ITEM REQUESTS

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

A. Future Agenda Item Request (F.A.I.R.): A Citizen Petition titled "Changing the name of Columbus Ave to an Indigenous representative name."

Michelle John, a teacher at Kinsey Elementary, spoke on behalf of students from Kinsey Elementary

and Flagstaff High School's Native American Club to request that Columbus Avenue be renamed to something more appropriate and reflective of the local Native community. The students had prepared a presentation for Council but were unable to attend due to weather-related cancellations. They asked to return at a future date to formally present their proposal.

Ms. Keene stated that staff would coordinate a future Council meeting to include both a student presentation and a staff report. She noted that any renaming effort would consider the broader corridor, which currently includes Highway 180, Columbus Avenue, and Switzer Canyon Drive, and that staff would seek flexibility to bring back a comprehensive recommendation that better fits the community.

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

13. OPEN CALL TO THE PUBLIC

None

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

Councilmember Khara House shared that she, Vice Mayor Sweet, and Councilmember Garcia attended a recent memorial service. While there, she spoke with firefighters about concerns regarding cancer risks associated with the profession. Firefighters expressed interest in expanding cancer testing and screening resources. She noted that local firefighters would also like cancer screening to be incorporated into the City's budget and ongoing support resources. She requested that this topic be included in future budget discussions and broader conversations about supporting the City's fire personnel.

Vice Mayor Sweet reported attending several community events over the past week. She participated in a Sunnyside Neighborhood Association meeting, along with Councilmember Garcia, where discussions focused on the neighborhood plan, the 4th Street business group, and the future redevelopment plan. She praised the group's hard work in generating solutions and expressed her intention to become more involved in supporting their efforts. Additionally, she attended the annual I Heart Pluto festival, gave the opening remarks, and noted that it was a successful and enjoyable event she looks forward to each year.

Councilmember Garcia shared upcoming engagements, including attending the Northern Arizona Hunger Action Partnership Q1 gathering on Friday and participating in the Diablo Trust 2026 annual meeting later in the day.

Councilmember Matthews noted she will be attending the Mountain Line meeting and highlighted the organization Acts of Kindness for their ongoing community support. She recognized their efforts providing meals to first responders following recent tragic events and their work covering funeral and burial costs for suicide victims, services that often go unnoticed but have meaningful impact in the community.

Mayor Daggett shared information about the Explore program through Arizona at Work, a paid career exploration initiative for youth facing barriers. The program targets individuals aged 16--24 who are not enrolled in school or are pursuing only a high school equivalency, and who may face challenges such as involvement with the justice system, homelessness, foster care experience, pregnancy or parenting, disability, basic skills gaps, English language learning, or low income. The program offers paid internships to help these youth develop work skills and explore career paths. She would be sharing details with Division Directors and offered to provide more information to anyone interested. She also recognized City Manager Joanne Keene as the recipient of this year's Athena Award.

Ms. Keene shared that the city has received numerous emails about train horns. Staff have been in contact with BNSF and plan to communicate with the public. The issue involves the flashing light systems at the Fanning and Steve's crossings, not the crossings themselves, which are not triggering properly, causing trains to sound their horns more frequently. She also shared that staff is preparing for an upcoming significant snowfall. Teams are ready, and staff are coordinating both internally and

with partner agencies to plan operations for the storm and the following day.

15. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held February 17, 2026, adjourned at 4:31 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on February 17, 2026. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 3rd day of March, 2026

_____
CITY CLERK

SPECIAL MEETING
TUESDAY, FEBRUARY 24, 2026
COUNCIL CHAMBERS
211 WEST ASPEN AVE
1:00 P.M.

1. Call to Order

Mayor Daggett called the Special Meeting to order at 1:02 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

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, and discussions or consultations with designated representatives of the public body in order to discuss security plans, procedures, assessments, measures or systems relating to, or having an impact on, the security or safety of buildings, facilities, operations, critical infrastructure information and information technology maintained by the public body. Records, documentation, notes, or other materials made by, or provided to, the representatives pursuant to this paragraph are confidential and exempt from public disclosure under this chapter and title 39, chapter 1, pursuant to A.R.S. §38-431.03(A)(3), and (9), respectively

i. Legal advice regarding SB1070, police response to immigration enforcement, and citizen petitions on use of city property for ICE operations and clarification of January 24, 2026 Flagstaff Police Department statement

6. Reconvene Special Meeting

Mayor Daggett reconvened the Special Meeting at 2:36 p.m.

7. Adjournment

The Special Meeting of the Flagstaff City Council held February 24, 2026, adjourned at 2:37 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 February 24, 2026. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 3rd day of March, 2026

_____
CITY CLERK

CITY COUNCIL SPECIAL MEETING
TUESDAY, FEBRUARY 24, 2026
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN AVE
3:00 P.M.

MINUTES

1. Call to Order

Mayor Daggett called the Special Meeting of the Flagstaff City Council held February 24, 2026, to order at 3:02 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. Roll Call

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

Present: 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

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.

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.

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.

Nadine Hart requested an amendment regarding councilmember conduct, expressing concern about extended partisan commentary on national and global political issues on social media. She stated that such discussions detract from the City of Flagstaff's local priorities and emphasized that councilmembers are expected to serve in a bipartisan, community-focused capacity. She added that if members are unable to remain unbiased and focused on local governance, they should consider stepping down, noting the public trust placed in elected officials.

Economic Development Manager Jeff McCormick expressed strong support for the Green Business Bootcamp and shared that the current cohort will conclude in early March with a graduation event at the Moonshot Center; a formal invitation will be forthcoming. He noted that 10 local businesses participated, receiving training, tools, and strategic guidance to strengthen their operations. Each business will deliver a five-minute pitch as part of the program, presenting their concepts to peers and potential investors. Participants are also eligible for microloans, and Mr. McCormick expressed appreciation for the continued support of the program.

Presley Vaughn submitted a written comment regarding google reviews.

5. PROCLAMATIONS

A. Proclamation: Peace Corps Day in Flagstaff

Councilmember Aslan read and presented the Proclamation.

6. Review of Draft Agenda for the March 3, 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. February Work Anniversaries

Assistant City Manager Shannon Anderson highlighted those employees who have work anniversaries in February.

Senior Accountant Glorice Thousand expressed her appreciation for the City of Flagstaff, noting her experience beginning with the Parks, Recreation, Open Space, and Events Division and her current role within the Finance Division.

8. ROUTINE

A. Consideration and Adoption Ordinance No. 2026-04: An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 3 Business Regulations, Chapter 3-10 User Fees, Section 3-10-001-0010, Subsection A. Parking Rates - ParkFlag District to amend the effective date of the parking fee increase; providing for penalties, repeal of conflicting ordinances, severability, authority for clerical corrections, and establishing an effective date

Management Services Director Rick Tadder clarified that there is no ongoing financial parking fund; the program was intended to be funded with existing funds to launch and evaluate how enhanced services improve quality. He noted the program was included in the rate study and does not negatively impact a fund, referencing the fee adoption last October.

Councilmember Spence thanked staff and suggested considering an alternative start date, allowing March and April for the contractor to demonstrate enhanced amenities, with increased parking fees beginning in May to generate additional revenue.

Mr. Tadder explained that the initial two months are intended for program setup and implementation, and enhanced services would not be fully realized immediately; the phased timing aligns fee increases with service delivery.

Vice Mayor Sweet stated she had been involved in prior discussions and emphasized the importance of local businesses seeing the enhanced services alongside the parking fee increase, thanking staff for the clarification.

Moved by Councilmember Lori Matthews, **seconded by** Vice Mayor Miranda Sweet to read Ordinance No. 2026-04 by title only for the final time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 3 BUSINESS REGULATIONS, CHAPTER 3-10 USER FEES, SECTION 3-10-001-0010 PARKING FEES-PARKFLAG DISTRICT, SUBSECTION A PARKING FEES TO AMEND THE EFFECTIVE DATE OF PARKING FEES INCREASES; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Lori Matthews, **seconded by** Vice Mayor Miranda Sweet to adopt Ordinance No. 2026-04.

Vote: 7 - 0 - Unanimously

9. Open Call to the Public

None.

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

Councilmember Spence reported on the joint meeting of the Parks and Recreation and Open Space Commissions, where five-year projects were reviewed and discussion focused on Flagstaff Urban Trail Systems (FUTS) and improving community connectivity. Both commissions expressed a desire for clearer definitions of trail systems and better planning as new developments come online. He noted the ongoing challenge of strengthening and expanding the FUTS system. Councilmember Spence also shared that former commissioner Nat White highlighted the historical significance of the 1986 voter-approved initiative establishing Buffalo Park, noting the upcoming 40-year anniversary of the park.

Councilmember House shared that she recently participated in a ride-along with the Fire Department, responding to two calls and gaining valuable insight into their work and interactions with the community. She also noted an upcoming Black History Month Dinner and Dialogue event at the

community college. Additionally, she announced that next week is Love of Reading Week and that she will be reading to students at a local school on Monday to help encourage a love of reading among youth.

Councilmember Garcia highlighted his attendance at the annual celebration and board meeting of the Diablo Trust, noting it was his first time participating. He shared that, unlike many climate change discussions that can become politically charged, the meeting focused strictly on science. He observed that attendees from diverse perspectives found common ground through science-based data and research. He described the discussion as enlightening and noted how evolving scientific findings have positively informed ranchers' land, crop, and cattle management practices. Councilmember Garcia stated he plans to attend the event annually moving forward.

Councilmember Matthews reported on the recent Mountain Line board meeting, noting that a key highlight was the approval of the purchase of two refurbished hybrid buses. She explained the buses will serve as additional vehicles for community events and as backups, representing another step forward in advancing the City's sustainability goals.

Mayor Daggett shared that she attended the Northern Arizona University women's basketball game last week. She also recognized Chief Connolly, the Police Deputy Chiefs, and the Police Department Honor Guard for attending the funerals of the fallen DPS officers. She described the services as moving experiences and noted it was clear both officers loved their work and led exemplary lives, expressing gratitude for the opportunity to attend and honor them.

City Manager Keene provided a brief update that BNSF repaired the wayside horns on the east side, which are now operating properly. She also announced that Mary Goodman will join as Deputy City Manager in April, bringing 12 years of experience in a similar role, and will be relocating with her family. She thanked all participants involved in the hiring process.

11. Adjournment

The meeting of the Flagstaff City Council held February 24, 2026, adjourned at 3:37 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Georganna Staskey, Deputy City Clerk

Date: 02/26/2026

Meeting Date: 03/03/2026

TITLE:

Proclamation: Women's History Month

DESIRED OUTCOME:

Read and present the Proclamation.

Executive Summary:

N/A

Information:

N/A

Attachments: Proclamation

City of Flagstaff – Office of the Mayor

Proclamation

WHEREAS, The City of Flagstaff joins the national celebration of women's history and the contributions of women of every race, class, and life experience in shaping the growth, prosperity, resiliency, and legacy of our nation in ways both documented and undocumented; and

WHEREAS, Women in this country have played and continue to play critical economic, cultural, and social roles in every area of the life of our nation, representing a significant portion of the labor force, including enduring legacies in volunteer services, philanthropic and cultural institutions, the United States military, and in local, state, and national governance; and

WHEREAS, We recognize that despite the continuing disparities in wages and opportunities they face, women continue to serve as leaders for their own rights and the civil and economic rights of others, and we honor the national call to reverse the years in our history for which the roles of women in shaping that history have been overlooked and undervalued; and

WHEREAS, The National Women's History Alliance has announced that the theme of 2026's Women's History Month commemoration is "Leading the Change: Women Shaping a Sustainable Future," This theme highlights women driving innovation in environmental, economic, and social justice, focusing on creating a resilient, equitable, and sustainable future for all.

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

Women's History Month

And encourage citizens to learn about and reflect upon the contributions of women in our local community and beyond, and support and participate in programs, discussions, and events that honor women's history and promote continued progress toward equity and opportunity.

Dated this 3rd day of March 2026

Becky Daggett

MAYOR

ATTEST:

Stacy Saltzburg

CITY CLERK

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Georganna Staskey, Deputy City Clerk

Date: 02/26/2026

Meeting Date: 03/03/2026

TITLE:
Consideration of Appointments: Water Commission

STAFF RECOMMENDED ACTION:

1. Councilmember House to make one appointment.
2. Councilmember Matthews to make one appointment.
3. Vice Mayor Sweet to make one appointment.

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

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

There are three (3) applications on file and they are as follows:

- Robert Vane (current commissioner)
- Haley Paul (current application)
- Caroline Reed (new applicant)

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

Council Appointment Assignment: Councilmember House, Councilmember Matthews, and 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 three Commissioners: By appointing members at this time, the Water Commission will be at full membership, allowing the group to meet and provide recommendations to the City Council.
2. Postpone the action to allow for further discussion or expand the list of candidates.

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

Connection to Regional Plan:
None

Connection to Carbon Neutrality Plan:
None

Connection to 10-Year Housing Plan:
None

Attachments: Water Commission Authority

CHAPTER 2-04
WATER COMMISSION

SECTIONS:

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

2-04-001-0001 PURPOSE AND EFFECT:

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

2-04-001-0002 DEFINITIONS:

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

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

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

COUNCIL: The Council of the City of Flagstaff.

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

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

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

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

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

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

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

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

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

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

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

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

2-04-001-0003 DECLARATION OF POLICY:

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

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

2-04-001-0004 WATER COMMISSION:

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

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

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

C. Repealed by Ord. 2014-28.

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

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

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

The City Manager;

The City Attorney;

The City Engineer;

The City Utilities Director; and

The Coconino County Manager or designated representative.

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

2-04-001-0006 MEETINGS:

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

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

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

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

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

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

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

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

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

2-04-001-0008 ACTION ON APPLICATION:

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

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

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

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

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

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

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

2-04-001-0011 INVESTIGATIONS:

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

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

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

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

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Georganna Staskey, Deputy City Clerk

Date: 02/26/2026

Meeting Date: 03/03/2026

TITLE:

Consideration of Appointments: Sustainability Commission

STAFF RECOMMENDED ACTION:

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

Executive Summary:

The Sustainability Commission consists of seven citizens and is responsible for recommending and coordinating activities in concert with the City of Flagstaff Sustainability Program. To accomplish this objective, the Commission will address the social, economic, and environmental considerations of meeting the needs of current and future citizens. Among the Commission's directives are the promotion of sustainable practices in all spheres of life and educating Flagstaff citizens.

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

There are five (5) applications on file for consideration by the Council as follows:

- Dayna McKay (new applicant)
- Audrey Ridge (new applicant)
- Alyssa Kuzukian (new applicant)
- Rodger Scurlock (current Commissioner)
- Amy Wolkowinsky (current Commissioner)

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

COUNCIL APPOINTMENT ASSIGNMENT: Councilmember Matthews, Mayor Daggett, Councilmember Spence, and Councilmember House

Financial Impact:

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

Policy Impact:

None.

Previous Council Decision or Community Discussion:

None.

Options and Alternatives to Recommended Action:

1. Appoint four Commissioners: By appointing members at this time, the Sustainability Commission will be at full membership, allowing the group to meet and provide recommendations to the City Council.
2. Postpone the action to allow for further discussion or expand the list of candidates.

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

Connection to Regional Plan:
None.

Connection to Carbon Neutrality Plan:
None.

Connection to 10-Year Housing Plan:
None.

Attachments: Sustainability Commission Authority

CHAPTER 2-17
SUSTAINABILITY COMMISSION

SECTIONS:

2-17-001-0001 COMMISSION ESTABLISHED; ORGANIZATIONAL STRUCTURE
2-17-001-0002 PURPOSE; POWERS AND DUTIES

2-17-001-0001 COMMISSION ESTABLISHED; ORGANIZATIONAL STRUCTURE

A. Establishment of the Commission.

1. There is hereby created the Sustainability Commission (the "Commission"), which shall replace the Clean and Green Committee.

2. The membership of the Commission shall consist of seven (7) members. Members of the Commission shall be appointed by the City Council and shall represent the diverse interests and views of the community. The Commission shall be a working Commission, in which each member takes an active role in accomplishing the goals and objectives of the Commission. Members shall serve a term of three (3) years with no member appointed for more than two (2) full consecutive terms.

3. The Commission shall be responsible for electing a Chair and a Vice-Chair. The Chair shall act as public spokesperson for the Commission at public functions, shall serve as an ex officio member of all standing committees, shall appoint the Chair of all standing committees upon the advice and consent of the Commission, and shall perform other duties as required. The Vice-Chair shall act in the absence of the Chair. (Ord. 2014-28, Amended, 11/18/2014)

2-17-001-0002 PURPOSE; POWERS AND DUTIES

The purpose of this Commission shall be to continue the work initiated by the Clean and Green Committee and to further work with the City Council and the City Staff by recommending and coordinating activities as part of the Flagstaff Sustainability Program, the U.S. Mayors Climate Protection Agreement, and any future sustainability initiatives pursued by the City.

Subject to state law and the procedures prescribed herein, the Sustainability Commission shall have and may exercise the following powers, duties, and responsibilities:

A. The Commission shall work with City staff toward the development and implementation of the Flagstaff Sustainability Program. The issues addressed by this program may include, but not be limited to, the following:

1. Climate and air quality

2. Transportation

3. Energy

4. Solid waste and toxic substances

5. Water, wastewater, and stormwater

6. Sustainable building and purchasing practices

7. Sustainable economic development

B. The Commission shall work with the City staff toward the development and implementation of the U.S. Mayors Climate Protection Agreement and any future sustainability initiatives passed by the City Council.

C. The Commission shall work with the City Council in the development of initiatives linking the concepts of sustainability with economic development and affordability for the benefit of all community members.

D. The Commission shall promote the benefits of sustainable practices in all spheres of life and shall educate the public concerning such practices.

E. The Commission shall promote compliance with City ordinances concerning sustainability and environmental management.

F. The Commission shall encourage sustainable practices by individuals, groups, organizations, industrial and commercial enterprises, educational institutions, and government agencies.

(Ord. 2007-27, Amended 04/17/2007)

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Georganna Staskey, Deputy City Clerk

Date: 02/26/2026

Meeting Date: 03/03/2026

TITLE:
Consideration of Appointments: Planning and Zoning Commission

STAFF RECOMMENDED ACTION:

1. Councilmember House to make one appointment.

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

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

There are two (2) applications on file for consideration by the Council as follows:

- Rebecca Coppa (new applicant)
- Kyle Nitschke (new applicant)

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

COUNCIL APPOINTMENT ASSIGNMENT: Councilmember House

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

Policy Impact:
None

Previous Council Decision or Community Discussion:
None

Options and Alternatives to Recommended Action:

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

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

Connection to Regional Plan:
None

Connection to Carbon Neutrality Plan:
None

Connection to 10-Year Housing Plan:
None

Attachments: Planning and Zoning Commission Authority

CHAPTER 2-01
PLANNING AND ZONING COMMISSION

SECTIONS:

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

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

2-01-001-0001 CREATION OF COMMISSION

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

2-01-001-0002 INTENT AND PURPOSE

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

2-01-001-0003 MEMBERSHIP

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

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

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

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

2-01-001-0004 MEETINGS

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

2-01-001-0005 DUTIES AND FUNCTIONS

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

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

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

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

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

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

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

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

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

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

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

20.40.050 (Conditional Use Permits).

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

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Jana Weldon, Beautification Arts & Sciences Program Manager

Co-Submitter: Cory Woodall

Date: 02/26/2026

Meeting Date: 03/03/2026

TITLE:

Consideration and Approval of Contract: Flowers Program Services Contract with Foxglove Gardening.

STAFF RECOMMENDED ACTION:

1. Approve a new Contract with Foxglove Gardening, an Arizona Corporation, for a total amount not to exceed two hundred thousand dollars and zero cents ($200,000.00) annually for labor and supplies for flowers and shrubbery in planters, hanging baskets, and wine barrels to beautify the Downtown, Southside, and 4th Street Gateway to Sunnyside. The contract price is one hundred fifty thousand forty-five dollars and sixty-six cents ($150,045.66) for May 2026--April 2027. The amount not to exceed will allow for cost increases due to change in scope or upon renewal. The contract is renewable four times.
2. Authorize the City Manager to execute all necessary documents.

Executive Summary:

Continuing the Flower Program's current scope, which began as a pilot flower and enhanced landscaping project in 2020, this is a new contract with Foxglove Gardening as the result of a formal competitive bid. The full scope of the project includes:

Downtown:

- 44 Hanging Baskets
- 4 Large Moveable Rectangular Planters
- 3 Large Planters in Aspen Alley (summer); relocated to Leroux and Birch (winter)
- 16 Wine Barrels (Heritage Square)
- Large Permanent Planters in Heritage Square

Southside:

- 14 Hanging Baskets
- 5 wine barrels

Fourth Street Gateway:

- 2 Large Planters

Contractor provides:

- Plant materials, plant design and species selection as appropriate for sites, fertilizer as needed upon planting, soil for pots and hanging baskets, and mulch (as needed) for planting sites.
- The Flower Program is a year-round project, with warm weather plantings of flowers and greenery and

fall/winter plantings of blue spruce trees (that are also part of the Holiday program). Contractor labor includes the ongoing maintenance and upkeep of the plantings, including watering, weeding, monitoring for pests or damage, and replacing damaged plants as needed. All plant trimmings or other debris are discarded off-site.

The Flowers Program adds beauty to Downtown, the Southside and the 4th St. Gateway. A 2019 study by Bloomberg found that the more beautiful a city is, the more successful it is in attracting jobs and residents, bringing in more income. The project also helps attract customers to local businesses. The project has high visibility; recent data from Placer AI shows that about 5.8 million visitors came to the historic core (Downtown and the Southside) in 2025. Finally, the project has received positive feedback from our community and business-owners alike, with the Downtown Business Alliance saying "Downtown Flagstaff's Flower Program is a simple, visible way we show pride in our community and care for our streets today while cultivating a vibrant downtown for the future".

Financial Impact:
Project Name: Flowers Program

Account Number Budgeted: 051-07-211-0825-5-4290 - $25,000; 051-07-211-0825-5-4355 - $110,000 and 051-07-212-3419-5-4433 - $15,045.66

Cost: Not to exceed $200,000.00 annually; $150,045.66 for first year (May 2026--April 2027)

Funding Source: Bed, Board, and Beverage Tax - Beautification Fund

Funding is available for this contract in the Council approved 5-year plan for the Beautification Fund. The Beautification Fund is support by voter approved Bed, Board, & Beverage tax revenue and may only be used for purposes of Beautification.

Policy Impact:
No impact

Previous Council Decision or Community Discussion:
The first contract in 2021 received BPAC approval and was under the threshold for council action.

The first contract renewal in 2022-2023 was brought to Council on 1/18/2022.

Council voted to approve of an increase in cost for the FY25 contract renewal for Foxglove Gardening on 04/15/2025.

The Beautification and Public Art Commission approved the budget for the program each year from FY21 through FY26. FY27 approval is scheduled for April 13, 2026 meeting.

Options and Alternatives to Recommended Action:

1. Council may request changes to the contract, such as eliminating or reducing the number of floral displays, which may delay implementation of the Flowers Program to June or July 2026 at a minimum.
2. Reject the contract and give direction to staff. This will prevent the Flowers Program from going forward in May 2026 -- April 2027.

Background and History:
The City of Flagstaff implemented a pilot flower and enhanced landscaping project in FY21 in Flagstaff's historic core and built on this project in FY22-FY26. Successful years of implementation have led the project

to grow significantly in scope from initial plantings in Downtown and expanded to include Southside and the 4th Street Gateway.

The original Downtown, Southside, and Fourth Street Gateway Contract (Contract No. 2021-90) was dated April 27th, 2021. Only Foxglove Gardening responded to the Request for Informal Proposal. This contract was amended by the Contract Renewal dated April 7, 2022: with a second Amendment dated February 21, 2024: and a Third Amendment dated November 12, 2024, which was a minimal amendment to remove the hanging basket brackets when the poles received their refresh of municipal green paint.

A formal bid process for a new contract/vendor begun in 2025 and the City received one submission from Bird Eye Consortium d/b/a Foxglove Gardening. A selection panel composed of City Staff and members of the Beautification and Public Art Commission voted in favor of the selection of Foxglove Gardening, and scored a total of 485 out of 500 points. Recommendation to City Council to approve the contract with Foxglove was passed by the Beautification and Public Art Commission on February 9, 2026.

Connection to PBB Priorities and Objectives:
Livable Community:

- Provide amenities and activities that support a healthy lifestyle
- Create a welcoming community through partnerships, resilient neighborhoods

Robust and Resilient Economy:

- Support and strengthen a robust, diverse, and sustainable economy
- Enhance relationships between the development community, the City, and Flagstaff residents

Connection to Regional Plan:
Goal CC.5. Support and promote art, science, and education resources for all to experience.

Goal LU.1. Invest in existing neighborhoods and activity centers for the purpose of developing complete, and connected places:

- Policy LU.1.1. Plan for and support reinvestment within the existing city centers and neighborhoods for increased employment and quality of life.
- Policy LU.1.2. Develop reinvestment plans with neighborhood input, identifying the center, mix of uses, connectivity patterns, public spaces, and appropriate spaces for people to live, work, and play.

Goal LU.3. Continue to enhance the region's unique sense of place within the urban, suburban, and rural context.

Goal LU.11. Prioritize the continual reinvigoration of downtown Flagstaff, whose strategic location, walkable blocks, and historic buildings will continue to be a vibrant destination for all.

Goal NH.2. Look to downtown Flagstaff as the primary focal point of the community character.

Connection to Carbon Neutrality Plan:
Carbon Neutrality Plan: This project has a negligible impact on Flagstaff's Carbon Neutrality plan; however, it is part of an overall urban greening and tree program that sequesters carbon.

Connection to 10-Year Housing Plan:
None

Attachments: Presentation
Contract 2026-90



Flowers Program 2026 Contract

Beautification, Arts & Sciences

Cory Woodall

CITY OF FLAGSTAFF · ARIZONA · ESTABLISHED 1882 ·

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

Flowers Program Contract

- Background
- Project Growth and Current Scope
- Vendor Review
- Benefits
- Recommended Contract Approval



Background: Pilot Season

- Project began as a pilot in 2020 and was well-received by the public.
- Utilizes BBB Funding
- Originally in Downtown only



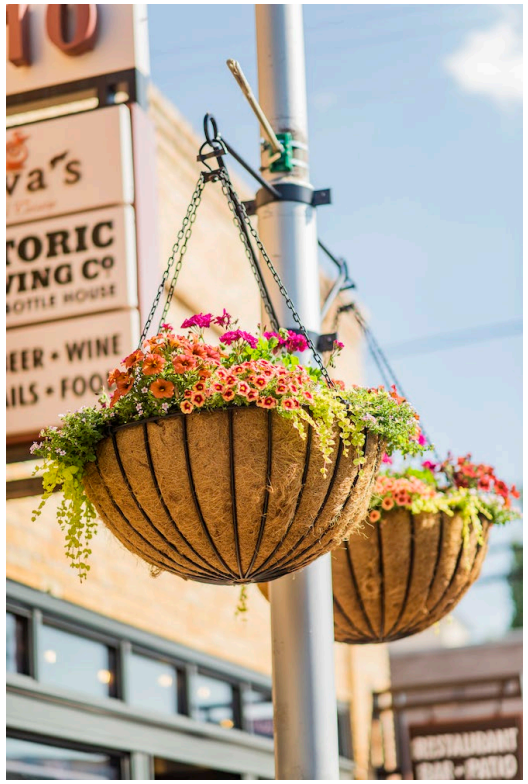
Scope: Seasonal to Year-Round





- Project began with seasonal plantings in the spring and summer
- Project now includes evergreen fall/winter plantings (that also serve as part of our Holiday elements)

Scope: Southside expansion+









- 2021-2022: Hanging baskets added to Southside; Wine barrel plantings added to Heritage Square and Southside at South Beaver; Large moveable planters added to Downtown; and both year-round and seasonal plantings installed at Heritage square.

Scope: Eastside Expansion

The Fourth Street Gateway has planter boxes as part of program expansion in 2022.



Scope: Aspen Alley

- 2023: Three large moveable planters added for Aspen Alley in summer and for Birch/Leroux corners in the winter.





Scope: Birch Ave. + Route 66



- 2024: Hanging baskets added to Birch Avenue.
- 2025: Hanging baskets added to N. Route 66 between San Francisco and Leroux

Scope: Infrastructure







- Infrastructure Elements:
  - Moveable planters served as part of the closure infrastructure during early COVID in 2020
  - Plantings in wine barrels as supports for gazebos in Heritage Square
  - Large metal planters for seasonal street/alley closures
  - Removable wayfinding aids

Scope: Current Elements

- 58 hanging baskets Downtown/Southside
- 21 barrel plantings Downtown/Southside
- Heritage Square Pollinator Garden and permanent fixed planters
- Seven large, metal movable planters for street and alley closures
- 2 large planters at Fourth Street Gateway

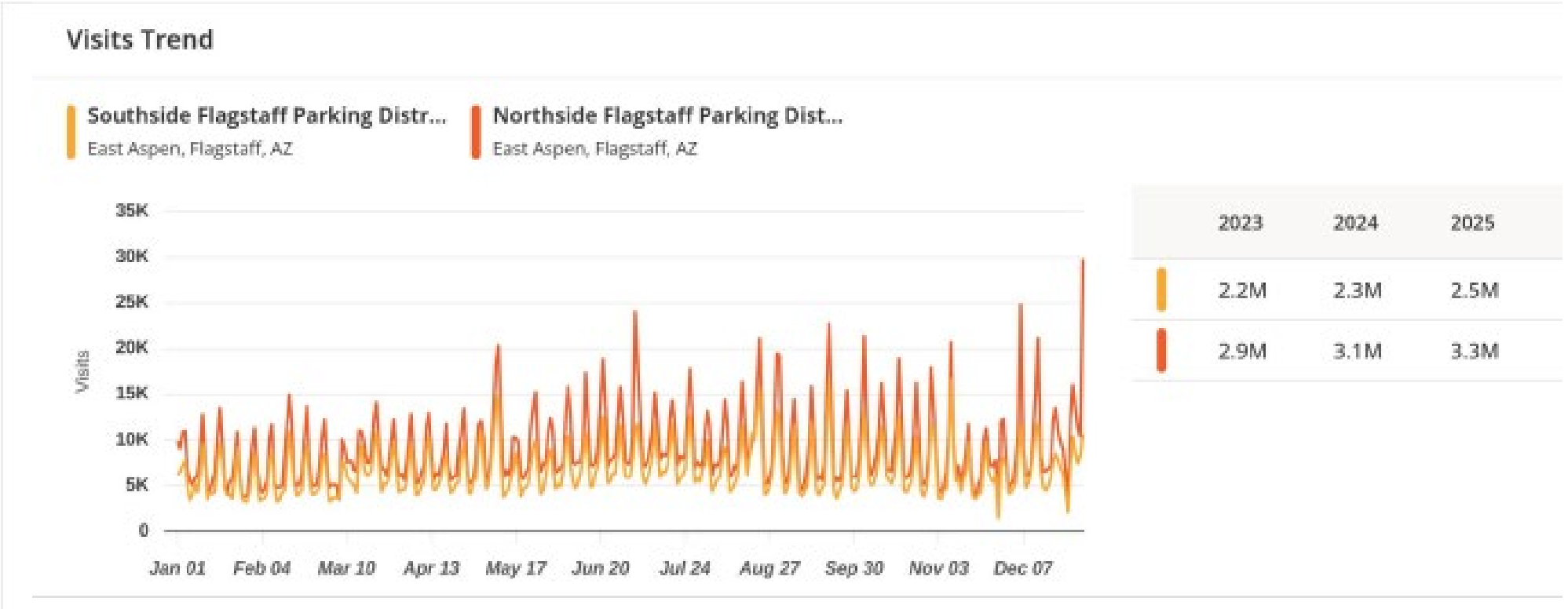






High Visibility

The project is concentrated in the historic core of Downtown and Southside that received about **5.8 Million visits** (locals and tourists alike) in 2025, per to Placer AI data



Procurement Process

- Request for Formal Proposals posted at the end of 2025
- One proposal received
  - Selection panel reviewed materials and approved recommendation of vendor
- Approved for recommendation by BPAC February 9, 2026



About the Vendor

- Foxglove Gardening provides fine gardening & landscape for plants to thrive in the Northern Arizona climate.
- Foxglove has been a locally owned gardening business servicing Flagstaff since 1981





Annual Fee Increases

- Regular growth of the program has increased maintenance costs over the years
- Inflation also raises the cost of the program annually





Project Benefits



Project Benefits

- **Supports local businesses,** including Foxglove Gardening and local nurseries, metal fabricators, and sign companies
- The **Pollinator garden** in Heritage Square provides a highly-visible example of the citywide Mayor's Monarch Pledge.



Project Benefits



- A Bloomberg study (2019) found that **the more beautiful a City is, the more jobs and residents it attracts.**
- Data analytics from Urban3 found that the neighborhoods with the highest **financial productivity** (regardless of the economic status of the neighborhood) are the oldest neighborhoods.
- **A high visibility project with Public Support:** Voters have clearly shown they want a beautiful community here, and this project has received positive feedback from the public.

Recommended Contract Approval

- Suggested Action: Staff recommends Council approval of the contract with Foxglove Gardening
  - Renewable up to four times, not to exceed $200,000 annually.
- **Total Initial Contract Cost for 2026-2027: $150,045.66**



Discussion and Questions?

CONTRACT FOR PURCHASE OF SERVICES

Contract No. 2026-90

This Contract is entered into this_____day of_____, 2026 by and between the City of Flagstaff, a political subdivision of the State or Arizona ("City"), and Bird Eye Consortium Corporation d/b/a Foxglove Gardening, an Arizona Corporation ("Contractor").

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

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

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

   Flowers Program: Downtown and Southside

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

2. Compensation: In consideration for the Contractor's satisfactory performance, City shall pay Contractor a total amount not to exceed **two hundred thousand dollars and zero cents ($200,000.00) annually.** The initial contract price is one hundred fifty thousand forty-five dollars and sixty-six cents ($150,045.66) attached as a part of Exhibit A. Any price adjustments must be approved by mutual written consent of the parties.

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

4. City Representative: The City Representative is Cory Woodall, Collections, Beautification and Public Art Project Administrator, or his/her designee. All communications to the City shall be through the City Representative. City Representative is responsible for bringing any request for a contract amendment or price adjustment to the attention of the City Buyer.

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

6. Contract Term: The Contract term is for a period of one (1) year unless terminated pursuant to the Standard Terms and Conditions. This Contract shall be effective as of the date signed by both parties.

7. Renewal: This Contract may be renewed for up to four (4) additional one (1) year terms by mutual written consent of the parties. The City Manager or his/her designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.

8. Termination: This Contract may be terminated pursuant to the Standard Terms and Conditions attached hereto.

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

INSURANCE

10. Insurance: Contractor shall meet insurance requirements of the City, set forth in Exhibit C.

MISCELLANEOUS

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

To the City:
Cory Woodall
Collections, Beautification, and Public Art Project Administrator
City of Flagstaff 211 W. Aspen Ave.
Flagstaff, AZ 86001
cory.woodall@flagstaffaz.gov

With a Copy To:
Teddy Callan, CPP
Senior Procurement Specialist, City of Flagstaff
Phone: (928) 666-0578
Teddy.callan@flagstaffaz.gov

To Contractor:
Jason Minshew
PO Box 23877
Flagstaff, AZ 86002
Foxglovegardening@gmail.com

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12. Authority: Each party warrants that it has authority to enter this Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into this Contract.

CONTRACTOR

_____

Print name: _____

Title: _____

CITY OF FLAGSTAFF

_____

Print name: _____

Title: _____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney's Office

SCOPE OF WORK

CONTRACTOR SPECIFICATIONS

1. Contractor shall have a minimum of three (3) years of experience providing Landscaping Services of flowers and native plants in Northern Arizona.

2. Contractor shall provide regular landscaping maintenance (weekly or more frequent as needed) services as outlined herein.

3. Contractor shall also examine plantings on a weekly basis to identify any problems or potential problems.

4. The City of Flagstaff will require a thirty (30) day warranty on plant materials except for the areas maintained by the City, or plantings damaged due to vandalism or inclement weather such as hail.

5. Contractor shall provide, at Contractor's own risk, all labor, materials, tools, equipment, insurance, transportation, hauling, dumping, and all other items needed to provide the services outlined in this Scope of Work/Specifications.

6. Contractor shall take all reasonable precautions required to protect landscape areas from equipment damage.

DATES OF PLANTINGS

Summer plantings in late May/early June to early-mid October 2026, based on frost dates. Winter plantings mid-October/ early November.

Precise dates of planting and removal will be determined between the Contractor and the City. Planting dates must be approved by the City. The City has a plant list in the zoning code that may be helpful for plant selection that is available to Contractors. Maintenance extension in the fall may be considered dependent on weather and frost.

PART I: PLANTING

PLANTINGS: DOWNTOWN AND SOUTHSIDE:

Contractor provides: Plant materials, plant design and species selection as appropriate for sites, fertilizer as needed upon planting, soil for pots and hanging baskets, and mulch (as needed) for planting sites. All plant trimmings or other debris will be discarded off-site. The City will work with the vendor for an encroachment permit (for the installation of baskets, etc.) and any other needed permits, such as a permit to work in the public right-of-way. The City will bear the cost of the required permits. Plants expected to be full and lush upon installation of baskets, which may require earlier plantings in a greenhouse.

1. **Hanging Baskets – 58 Total:** Create forty-four (44) hanging baskets for downtown, 22" in width to hang on downtown lampposts. Create fourteen (14) hanging baskets for the Southside, 30" in width.
    a. The City will provide the baskets and two coco liners per basket for planting. Baskets are of commercial quality and metal with fiber lining. Contractor to purchase and install

plastic saucer on top of coco liners to retain water.

b. Downtown hanging baskets will be in Heritage Square and hanging on streets near Heritage Square with locations provided by the City.
c. Southside hanging baskets will be along South San Francisco Street and South Beaver Street with locations provided by the City of Flagstaff.
d. Create basket plantings with Flagstaff-appropriate species for a full, colorful, and spilling effect.
e. Provide fill, soil, plant material and mulch (if needed); baskets must include a closed-loop hook to attach to brackets securely.
f. Precise locations to be provided by the City to the vendor.
g. Hang baskets at the beginning of the season and remove at the end of the season with dates confirmed by your city point-of-contact.
h. The City will provide storage of hanging basket materials in the off-season. Contractor is responsible for pickup from and return of hanging basket materials to City storage site.

2. **Large Moveable Planter Boxes Downtown:** Provide plantings for four (4) rectangular planters in the downtown area. Planting area of boxes are approximately 36" tall, 60" in length and 42" wide. Boxes will be used to close certain areas during events or to create/beautify outdoor seating areas.
    a. Create plantings with Flagstaff-appropriate species for a full, colorful, and spilling effect for summer installation. For winter installation, replace plantings with a spruce tree of 4-5' in height and decorative mulch in each box.
    b. Provide liners and fill, soil, plant material and mulch (if needed).
    c. The City provides precise locations to the vendor and places the boxes. Boxes are anticipated to be in close proximity to Heritage Square. Boxes may be moved by City.
    d. The planter boxes will be filled by the City with concrete or other material except for the top 1' of the boxes.
    e. e. At end of winter installation, deliver spruce trees to City Public Works.

3. **Wine and Whiskey Barrel Plantings:** Provide plantings for twenty-one (21) wine barrel plantings and one (1) whiskey barrel plantings. Barrels are provided by the City of Flagstaff. Wine barrels are approximately 22" at the top and bottom, 37" tall and 26" wide. Wine barrels are filled with sandbags provided by the City except for the top 1' to be filled with soil for planting. Whiskey barrels are 26" in diameter and 17" tall.

    Wine and Whiskey Barrel Plantings:

    a. Create barrel plantings with Flagstaff-appropriate species for a full, colorful, and spilling effect *(see Image 1 for an example of a wine barrel planting from 2020).*
    b. Provide soil, plant material, material to hold soil in place at the top of the wine barrels (such as shade cloth), and mulch and soil for the whiskey barrels.

i. These barrels already have high-quality soil present from 2020 plantings; supplemental soil is needed to add any additional fill due to settling and soil loss from removal of existing small spruce tree winter plantings.
ii. Wine barrels also already have cloth material to hold in soil in 15 of the 20 barrels (additional cloth needed for about 5 of the barrels).

c. The City provides sandbags to weight the barrel and fill it except for the top 1' of the barrel and the City places the barrels prior to planting. The City also stores the barrels in the off-season (if needed).
d. The City provides precise locations to the vendor.



Image 1

4. **<u>Aspen Alley Planters (south of Heritage Square)</u>:** Provide plantings for three (3) planters each with dimensions of 42" tall, 42" in length and 42" wide.
   a. Create plantings with Flagstaff-appropriate species for a full, colorful, and spilling effect for summer installation. For winter installation, replace plantings with a spruce tree of 4-5' in height and decorative mulch in each box.
   b. Provide liners and fill, soil, plant material and mulch (if needed).
   c. The City provides precise locations to the vendor and places the boxes.
   d. The planter boxes will be filled by the City with sandbags except for the top 12-18" of the boxes.
   e. At the end of winter installation, deliver spruce trees to City Public Works.

5. **<u>Heritage Square Permanent Planters</u>**: One-time removal in May, 2026 of the existing shrubbery/bushes along the green fence on south and east side planters, to be replaced with lower lying perennial species Add to existing plantings for the large square planter in Heritage Square and the rectangular planters along Aspen Avenue.

Large Planter at Heritage Square entrance (planter is about 300 square feet total, with about 50 square feet of space for annual and additional perennial plantings to fill out/supplement plantings provided in 2020 pilot):
   a. Plant Flagstaff-appropriate pollinator and monarch species intermixed with colorful annuals for a full, bright display to fill out existing perennials.
   b. Provide plants, seeds, supplemental topsoil, and mulch as needed for planting.
   c. High quality soil is present in the planters; provide additional soil needed to refresh the planters and account for settling or surface disturbance.
   d. Prepare soil and site for planting.
   e. Add rocks or other vertical element in the center of the garden to deter seating and walking in the garden and provide visual interest. Remove rock feature at end of summer installation.
   f. Place perimeter metal fencing provided by the City around the pollinator garden. Remove fencing at end of summer installation.
   g. A focus on aesthetics as well as function is needed.
   h. Pull weeds from planters.

Planters along Aspen Avenue, south side of Heritage Square: (about 75 square feet total): One-time removal in May 2026 of large vegetation along green fence

(shrubbery/bushes), and replace with lower lying perennial species. Provide additional plantings of perennials, colorful annuals and/or pollinator species to complement new (replacement) plantings for a full, bright display.

a. Remove existing shrubbery/bushes in May 2026.
b. Fill in removed vegetation with perennial species in May 2026.
c. Provide plants, seeds, supplemental topsoil, and mulch as needed for planting.
d. High quality soil is present in the planters; provide additional soil needed to refresh the planters and account for settling or surface disturbance.
e. Prepare soil and site for planting.
f. A focus on aesthetics as well as function is needed.
g. Prune Dogwood trees along Aspen Street and the east planter one time in the Spring. Cut off Oak tree suckers, Mahonia, and Virginia Creeper.
h. Pull weeds from planters.

Planter on east side of Heritage Square
One-time removal of large vegetation along green fence (shrubbery/bushes). Replace with perennial species that match the south side of Aspen planter.

a. Fill in removed vegetation with perennial species.
b. Provide plants, seeds, supplemental topsoil, and mulch as needed for planting.
c. High quality soil is present in the planters; provide additional soil needed to refresh the planters and account for settling or surface disturbance.
d. Prepare soil and site for planting.
e. A focus on aesthetics as well as function is needed.
f. Pull weeds from planter.

6. **Fourth Street Gateway:** Provide plantings for two (2) planters each with dimensions of approximately 72" tall and 24" wide. Follow all ladder manufacturer's instructions for use of ladder to access pots and use a spotter (second employee) to hold ladder while doing work in pots.
    a. Create plantings with Flagstaff-appropriate species for a full, colorful, and spilling effect for summer installation. For winter installation, replace plantings with a spruce tree of 4-5' in height and decorative mulch in each box.
    b. Provide liners and fill, soil, plant material and mulch (if needed).
    c. The City provides precise locations to the vendor and places the boxes.
    d. The planter boxes will be filled by the City with concrete or other material except for the top 1' of the boxes.
    e. At end of winter installation, deliver spruce trees to City Public Works.

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Image 2-5: Large Planter at Heritage Square and planters along Aspen Avenue. All pictured planters have existing plantings with perennials from 2020 and prior. Existing large greenery (shrubs) along Aspen and east side planter to be replaced with lower lying perennial plants. Aspen planters to be filled with additional perennials and annuals for a colorful effect.

PART II: MAINTENANCE

PLANT MAINTENANCE, PLANTER MAINTENANCE AND WATERING

1. The table below shows maintenance responsibilities:

Table 1:

Items	Location	Planting	Maintenance/Watering Responsibility
44 Hanging Baskets, 24”	Downtown	Contractor to plant and hang (brackets installed by the City)	Contractor
14 Hanging Baskets, 30”	Southside	Contractor to plant and hang (brackets installed by the City)	Contractor
4 Large Moveable Rectangular Planters	Downtown	Contractor (planters provided and placed by the City)	Contractor
3 Large Planters in Aspen Alley (summer); relocated to Leroux and Birch (winter)	Downtown	Contractor (planters provided and placed by the City)	Contractor
4 Wine Barrels	Southside	Contractor (barrels provided and placed by the City)	Contractor
16 Wine Barrels	Downtown in Heritage Square	Contractor (barrels provided and placed by the City)	Contractor
1 Whiskey Barrel	Southside	Contractor (barrels provided and placed by the City)	Contractor
Large Planters in Heritage Square	Heritage Square	Contractor to plant	Contractor
2 large planters at Fourth Street Gateway	Fourth Street	Contractor (planters provided and placed by the City)	Contractor

2. Vendor shall examine all plantings (including those maintained by the City), on a weekly basis on to identify any problems or potential problems. Vendor will notify City in writing of any concerns and any actions taken in response to concerns.

3. Contractor shall apply only certified organic herbicides and/or pesticides. Contractor will not apply Restricted Use Pesticides as defined by the Arizona Structural Pest Control Commission unless Contractor holds license.

4. Planters and baskets the Contractor maintains shall be kept in a healthy, vigorous growing condition, free from disease and large concentrations of pests.

5. Vendor shall provide water truck for all locations. Hand-watering is critical. Hand-water as

needed to maintain plantings in a healthy, stress-free condition. It is Vendor's responsibility to provide water for the plantings they maintain and to ensure that plants receive adequate water regardless of weather conditions.

a. Use of reclaimed water is preferred if possible.

6. It is the responsibility of Vendor to conserve water and assure that all watering rules and regulations are followed. Vendor shall pay any penalties, fines, or citations for watering ordinance violations.

7. Vendor shall adjust watering times on a weekly basis to ensure adequate irrigation during the summer installation. For winter installations, Vendor will water weekly (at least once every 7-10 days). Do not over-water plantings. Do not allow excessive run-off from any watering.

8. Dead or missing plants shall be replaced in areas maintained by the vendor; after the thirty (30) day warranty period replacement shall be paid for by the City as additional materials. Plants damaged by hail or extreme heat, or by people shall be replaced by vendor, with City to pay for new plants. If barrels or planter are damaged and need replanting, this planting will also be paid for as additional materials by the City, and new barrels or planters will be provided by the City. Before replacement, vendor shall submit a brief quote for replacement within one (1) week of being alerted to the loss.

9. Vendor shall add additional soil and mulch as needed throughout the growing season. If larger replacements are needed, replacement shall be paid for as additional materials by the City. Before replacement, vendor shall submit a brief quote for replacement.

10. Vendor shall notify City if any planters need to be replaced or repaired.

11. Vendor shall deadhead spent flowers, maintain a fresh and clean appearance of planters, including cleaning them of debris, trash, and foreign materials weekly, including around plants and minor cleaning of the exterior of planters.

12. Vendor shall notify City of any graffiti on planters when it is observed.

13. Vendor shall take all reasonable precautions required to protect landscape areas from equipment damage.

14. Vendor is responsible for removal of hanging baskets and temporary plantings after growing season (mid-October or earlier date approved in writing by City).

15. City will approve use of contingency funds for repair and replacement of planters or materials as a result of hail or extreme heat damage or damage by people. Vendor is responsible for frost damage if vendor does not cover planters where temperatures are expected to dip below 32 degrees Fahrenheit.

provided by Bird Eye Consortium Corp. dba FOXGLOVE GARDENING
Jason Minshew & Annie Taylor email: foxgloveflagstaff@gmail.com 512-799-6723, Jason's cell
P.O. Box 23877 Flagstaff, AZ 86002 www.foxglovegardening.com

FLOWERS PROGRAM DOWNTOWN and SOUTHSIDE IFB #2026-90

Planting, Maintenance, Watering, and Frost Protection~ June through October & November through May

~ Hanging Baskets, Barrels, Metal (Rectangular / Moveable) Planters, Heritage Square Planters & Pollinator Garden, and Fourth Street Gateway Pots ~

Part I : PLANTING; Project Prep

Labor & Tasks	Hours	TOTAL Hours
Prep FG space for hanging baskets	8	$560.00
Pick-up H.B.s, coco liners, fencing, signage from warehouse & return unused liners to warehouse	6	$420.00
Sort & order (w/ COF & vendor) coco liners to fit H.B.s	6	$420.00
Return H.B.s, fence, misc. materials to warehouse in Fall	4	$280.00
Process Spruce Trees after removal from planters & return to COF in the Spring. Materials required: burlap, mulch, pots (included in total)	21	$1600.00
TOTAL	**45**	**3280.00**

TOTAL FOR PORJECT PREP~ Throughout the Year:
$3,280.00

Part I : PLANTING; Labor & Materials

1-A) Hanging Baskets- 22"
Qty. 44
Downtown

22" Hanging Baskets	COST per Hanging Basket	TOTAL for 36 Hanging Baskets
Plastic Saucer	$6.25	$275.00
Potting Soil & Fertilizer	$46.50	$2046.00
Plants	$212.00	$9328.00
Labor	$155.00	$6820.00
TOTAL	**$419.75**	**$18,469.00**

Part I : PLANTING; Labor & Materials~ cont.

1-B) Hanging Baskets- 30"
Qty. 14
South San Francisco Street

30" Hanging Baskets	COST per Hanging Basket	TOTAL for 14 Hanging Baskets
Plastic Saucer	$8.25	$115.50
Potting Soil & Fertilizer	$77.25	$1081.50
Plants	$278.00	$3892.00
Labor	$170.00	$2380.00
TOTAL	**$533.50**	**$7,469.00**

TOTAL FOR ALL HANGING BASKETS~ June through October:
$25,938.00

2) Large Moveable Planter Boxes
Qty. 4
Downtown

Large Moveable Planter Boxes	COST per Planter Box	TOTAL for 4 Planter Boxes
Potting Soil to top off each box	$65.00	$260.00
Plants- Spring and Fall Color	$750.00	$3000.00
Labor to remove Spruce, install soil & summer plants, mulch, water in, clean-up	$433.00	$1732.00
Plants- Winter (4'-5') Spruce Trees	$345.00	$1380.00
Labor to remove Summer flowers, adjust soil, plant Spruces, mulch, water in, clean-up	$396.00	$1584.00
Decorative Mulch	$30.00	$120.00
TOTAL	**$2,019.00**	**$8,076.00**

TOTAL FOR ALL LARGE MOVEABLE PLANTER BOXES~ June through October & November through May:
$8,076.00

Part I : PLANTING; Labor & Materials~ cont.

3) Wine Barrels (21) & Whiskey Barrels (1)
Qty. 22
Downtown & South Beaver Street

Wine & Whiskey Barrell Plantings	COST per Barrel	TOTAL for 22 Barrels
Top off Potting Soil for Summer & Fall Plants	$40.00	$880
Plants- Spring through Fall color	$185.00	$4070.00
Labor to remove Spruce & plant Summer plants	$170.00	$3740.00
sub-total for Spring and Fall Color x 22	**$395.00**	**$8,690.00**
3' to 4' Spruce Trees x 22	$275.00	$6050.00
Labor to remove Summer plants & plant Spruce	$150.00	$3300.00
sub-total for Winter Planting x 22	**$425.00**	**$9350.00**

TOTAL FOR ALL WINE & WHISKEY BARRELS~ June through October & November through May: $18,040.00

4) Aspen Alley Planters (3)
Qty. 3
Downtown; Aspen Alley

Medium Size Planter Boxes	COST per Planter Box	TOTAL for 3 Planters
Top off potting soil for Spring/Summer	$81.00	$243.00
Plants, Spring thru Fall color	$360.00	$1080.00
Labor to remove Spruce & plant Summer plants	$258.00	$774.00
sub-total for Spring and Fall Color x 3	**$699.00**	**$2097.00**
Top off Potting Soil for Winter Trees x 3	$52.00	$156.00
Change out Plants- Summer flowers out, Spruce in x 3	$258.00	$774.00
Winter Spruce Trees 4'-5'	$335.00	$1005.00
sub-total for Winter Aspen Alley Planters x 3	**$645.00**	**$1,935.00**

TOTAL FOR ASPEN ALLEY PLANTER BOXES~ June through Oct. & Nov. through May: $4,032.00

Part I : PLANTING; Labor & Materials~ cont.

5) Heritage Square Permanent Planters along Aspen Ave., including Pollinator Garden Downtown

Heritage Square Permanent Stone Planters	TOTAL for all the Stone Planters
Deliver and create stone planters; deliver and create stone feature, install wire fence. Maintain both through season and remove in the Fall.	$2575.00
Add native flowers, pollinator attractors for interest and diversity. Add annuals for fullness & season long color.	
Pollinator Garden Plants	$299.00
Labor to Plant	$285.00
Long planter along Aspen Ave. (South bed) including Oak garden.	
Long planter and Oak garden Plants	$475.00
Labor to Plant	$415.00
Replacements from vandalism (people sleeping in beds, dogs scratching, etc.)- 10% of materials and labor	$89.00
Long planter along East side of Heritage Square	
East side of Heritage Square Plants	$475.00
Labor to Plant	$415.00
Replacements from vandalism (people sleeping in beds, dogs scratching, etc.)- 10% of materials and labor	$89.00
TOTAL	**$5117.00**

TOTAL FOR ALL HERITAGE SQUARE PERMANENT PLANTERS~ June through October: $5,117.00

Part I : PLANTING~ Labor and Materials~ cont.

6) Gateway Pots
Qty. 2
Fourth Street

Fourth Street Gateway Pots		COST per Pot	TOTAL for 2 Pots
Top off Soil in Spring		$62.00	$124.00
Plants- Spring through Fall Color		$435.00	$870.00
Labor to remove Spruces, add soil, & plant Summer plants		$405.00	$810.00
Top off soil for Winter planting		$62.00	$124.00
Plants- 4'-5' Winter Spruces		$335.00	$670.00
Labor to Plant on ladder		$405.00	$810.00
		$1,704.00	**$3,408..00**

TOTAL FOR 2 GATEWAY POTS~ June through October & November through May: $3,408.00

PART II: CARE throughout the Year

1. WATERING

1-A) Downtown, Southside, and Fourth Street

WATERING- SPRING through FALL, 3 times a week	Visits per Week/ per Month	Total per Month	TOTAL for the YEAR
58 Hanging Baskets *increased qty. of 8 from 2025 4 Moveable Planters 3 Aspen Alley Planters 21 Wine Barrels 1 Whiskey Barrel Heritage Stone Planters *1 new and 1 with changed water requirements from 2025 proposal 2 Gateway Pots	7.25 hours/ trip x 3 times a week =21.75 hours a week	4.3 weeks per month = 93.53 hours/month = $6,546.75	June through October/ 5 months
TOTAL			**$32,733.75**

TOTAL FOR WATERING ALL THE PLANTS~ June through October: $32,733.75

1-B) WATERING~ Winter (November through May) Downtown, Southside, and Fourth Street

WATERING- WINTER, every other week	Visits per Week/ per Month	Total per Month	TOTAL for the YEAR
Set-up (pump), water: Downtown, Southside, 4th St., re-winterize tank & pump	3.5 hours/ trip	2.15 visits per month = $526.75.00/month	November - May/ 7 months
TOTAL			**$3,687.25**

TOTAL FOR WATERING ALL THE PLANTS~ November through May: $3,687.25

TOTAL FOR WATERING ALL THE PLANTS~ June through October & November through May: $36,421.00

PART II: CARE throughout the Year~ cont.
2. MAINTENANCE

2-A) MAINTAINING PLANTS~ June through October
**Regular, consistent fertilizing, grooming, and deadheading.

MAINTENANCE- June through October	Visits per Week/ per Month	Total per Month	TOTAL for the YEAR
58 Hanging Baskets 4 Moveable Planters 3 Aspen Alley Planters 21 Wine Barrels 1 Whiskey Barrel Heritage Stone Planters 2 Gateway Pots	15 hours / a week	4.3 weeks/ month = 64.50 = $4515.00/ month	June through October/ 5 months
TOTAL			**$22,575.00**

TOTAL FOR MAINTENANCE ALL THE PLANTS~ June through October
$22,575.00

2-B) MAINTAINING PLANTS~ November through May
Downtown, Southside, and Fourth Street

MAINTENANCE- WINTER through SPRING (November - May)	Visits per Week/ per Month	Total per Month	TOTAL for the YEAR
For Winter months we will water once week and remove trash, broken branches or ends & check on plants.	1.75 hours x 1 visit every other week	2.15 weeks/ month = $263.38/month	November - May/ 7 months
TOTAL			**$1,843.66**

TOTAL FOR MAINTENANCE ALL THE PLANTS~ November through May
$1,843.66

TOTAL FOR MAINTENANCE ALL THE PLANTS~ June through October & November through May:
$24,418.66

PART III: INSTALLATION & REMOVAL of HANGING BASKETS

1: Installation (June) and Removal (October) of Hanging Baskets (with ladders) Downtown and Southside

INSTALLATION & REMOVAL			TOTAL COST
Install/ Hang-up 22" Hanging Baskets x 44	2 crew for 30 minutes per pair at each post	22 hours	
Install/ Hang-up 30" Hanging Baskets x 14	3 men for 40 minutes per pair at each post	18 hours	
TOTAL for Installation of 58 Hanging Baskets		**40 hours**	**$2800.00**
Removal of 22" Hanging Baskets x 44	2 crew for 30 minutes per pair at each post	15 hours	
Removal of 30" Hanging Baskets x 14	3 men for 30 minutes per pair at each post	15 hours	
TOTAL for REMOVAL of 58 Hanging Baskets		**30 hours**	**$2,100.00**

TOTAL FOR INSTALLATION in JUNE & REMOVAL in OCTOBER OF ALL HANGING BASKETS: $4,900.00

PART IV: PLANTERS ALONG ASPEN AVE., SOUTHSIDE OF HERITAGE SQUARE (about 75 square feet total) & EAST SIDE of HERITAGE SQUARE

1: One time removal in May 2026 of large vegetation along green fence (shrubbery & bushes) and replace with lower lying perennial species. Provide additional plantings and perennials, colorful annuals and/or pollinator species to complement new (replacement) plantings for full, bright display. *This is one time fee for 2026.

Description	Hours	TOTAL COST
A. Prep- remove mulch and existing Perennials	2 hours	$140.00
B. Remove Dogwood Shrubs; Eastside planters (10) Southside planters (14)~ 3 shrubs per hour + 2 hours clean-up/ load	10 hours	$700.00
Haul-off & Disposal		$200.00
C-1. Soil Prep; Materials		
Eastside Planters 19'x3' and 14'x3' = 99 square feet, add 4"-5" of garden soil to raise soil level in planter 99'x5" = 495/324 = 1.5 cubic yards x $90.00/yard		$135.00
Southside Planters = 28' x 3' and 19' x 3' = 141 square feet. Soil level is fine in these beds, add compost to amend; 141' x 1.5" compost = 211.5 / 324 = .65 buy 1 yard minimum		$125.00
Deliver Soil & Compost		$150.00
C-2. Soil Prep; Labor		
Install garden soil and compost, mix in, clean-up	5 hours	$350.00
D. Plant mix of Native and well adapted Perennials and colorful Annuals		
Plants for East planters~ 65 plants	65 plants	$1200.00
Labor to plant	15 hours	$1050.00
Plants for South planters~ 90 plants	90 plants	$1680.00
Labor to plant	21 hours	$1470.00
NOTE More plants (taken into consideration when making this proposal) in Part II, Section F add to these plants and labor- annual, seasonal change-outs & replacements		
Mulch- I cubic yard		$90.00
Labor to spread	2.5 hours	$175.00
TOTAL to remove shrubs, prep soil, plant new flower gardens, mulch, and clean-up		**$7465.00**

PART V: CONTINGENCY

1: Installation (June) and Removal (October) of Frost Covers aka Season Extenders Downtown and Southside

**These coverings help protect plants from light frost that may occur in the late Spring or early Fall when temperatures drop between about 30* - 26*. 25* and below is a hard freeze and warm season annuals season is then over. Once the Frost Covers are on we keep them on until the temperatures rise to a safe level for the plants.

INSTALLATION & REMOVAL of Frost Covers aka Season Extenders			TOTAL COST
Cover Hanging Baskets and Planters with Frost Covers once	20 hours		
Remove Frost Covers from Planters and Hanging Baskets	15 hours		
TOTAL for protecting Hanging Baskets and Planters from a frost		35 hours	$2,450.00
Cost to cover one time in the Spring and one time in the Fall	2 times a year	$2,450.00	$4,900.00

TOTAL FOR INSTALLATION & REMOVAL OF FROST COVERS, two times (hypothetically once in the Spring and once in the Fall):
$4,900.00
**Note... if this is not required you will not be charged for this service.

2: Repairs and Replacement(s) of Plants, Soil, Containers (Hanging Baskets) due to Minor Acts of Vandalism. This also covers unanticipated cost increases for materials Foxglove has to purchase for the project.

TOTAL:
$4,050.00

TOTAL FOR CONTINGENCY:
$8,950.00

COST SUMMARY
TOTAL FOR PART I through PART V

- **Preparation of Job at Start and end of Season**
- **Planting; Labor and Materials including change outs for Fall Color & Winter Spruce Trees**
- **Care; Maintenance & Watering; throughout the year**
- **Installation and Removal of Hanging Baskets**
- **One time removal of large vegetation in Aspen planters & Heritage Square East Planters**
- **CONTINGENCY- Frost Protection, Minor Acts of Vandalism (Repair & Replace), Material Cost Increases**

Summer - Fall: June through October
Winter - Spring: November through May

Downtown, Heritage Square, Southside, and Fourth Street

SECTION TOTALS

Prep;	**prep for project**	**$ 3,280.00**
Part I;	**prep & planting**	**$64,611.00**
Part II;	**care; watering & maintenance**	**$60,839.66**
Part III;	**installation & removal**	**$ 4,900.00**
Part IV;	**one time removal of plants~ Heritage Square planters**	**$ 7,465.00**
TOTAL		**$141,095.66**

$141,095.66
+ $ 8,950.00 < PART V; CONTINGENCY >

$150,045.66

Bird Eye Consortium Corp. dba Foxglove Gardening is licensed, bonded, carries Workman's Comp. Insurance, and general liability insurance.
AZ ROC CR 21#313509

We are not financially responsible for repairs due to acts of nature, disease, vandalism, reckless traffic, or other actions beyond our control.

Contact:
Bird Eye Consortium Corp.
dba Foxglove Gardening
P.O. Box 23877
Flagstaff, AZ 86002
928-527-0532 office
512-799-6723 Jason Minshew's cell phone
512-619-6146 Annie Taylor's cell phone
www: foxglovegardening.info & email: foxgloveflagtaff@gmail.com



CITY OF FLAGSTAFF
STANDARD TERMS AND CONDITIONS

IN GENERAL

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

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

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

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

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

PAYMENT

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

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

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

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

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

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

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

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

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

SERVICES

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

INSPECTION, RECORDS, ADMINISTRATION

15. **RECORDS:** The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five (5) years after completion of the Contract.

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

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

CONTRACT CHANGES

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

19. **COMPLETE AGREEMENT:** The Contract is intended to be the complete and final agreement of the parties.

20. **AMENDMENTS:** This Contract may be amended by written agreement of the parties.

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

22. **NO WAIVER:** Each party has the right insist upon strict performance of the Contract, and the prior failure of a party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.

23. **ASSIGNMENT:** This Contract may be assigned by Contractor with prior written consent of the City, which will not be unreasonably withheld. Any assignment without such consent shall be null and void. Unless expressly provided for in a separately executed Consent to Assignment, no assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to City. The Purchasing Director shall have authority to consent to an assignment on behalf of City.

24. **BINDING EFFECT:** This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

25. **SUBCONTRACTING:** Contractor may subcontract work in whole or in part with the City's advance written consent. City reserves the right to withhold consent if subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.

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

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

28. **IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all State and Federal Immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty"). A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City. The City retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on this Contract to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B

of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).

DEFAULT AND TERMINATION

29. TERMINATION FOR DEFAULT: Prior to terminating this Contract for a material breach, the non-defaulting party shall give the defaulting party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non- defaulting party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches the non-defaulting party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the parties may execute all remedies available at law in addition Contract remedies provided for herein.

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

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

32. SPECIAL DAMAGES: In the event of default, neither party shall be liable for incidental, special, or consequential damages.

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

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

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

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

37. CANCELLATION FOR GRATUITIES: The City may cancel this Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to

give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant ("Gratuities") in connection with award or performance of the Contract.

38. **CANCELLATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511):** The City may cancel this Contract within three (3) years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

39. **INSURANCE:** Contractor shall maintain workers' compensation insurance.

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

41. **NOTICES:** All notices given pursuant to this Contract shall be delivered at the addresses as specified in the Contract or updated by Notice to the other party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four (4) days after being sent; (c) or sent by overnight courier, with receipt deemed effective two (2) days after being sent. Notice may be sent by email as a secondary form of notice.

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

43. **GOVERNING LAW:** This Contract shall be construed in accordance with the laws of Arizona.

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

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

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

There will be no claims arising from a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables caused by the events described above, and the City will pay no additional costs incurred as a result of such events.

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

EXHIBIT C

INSURANCE REQUIREMENTS

1. In General. Contractor shall maintain insurance against claims for injury to persons or damage to property, arising from performance of or in connection with this Contract by the Contractor, its agents, representatives, employees or contractors.

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

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

   Contractor shall provide coverage at least as broad and with limits not less than those stated below.

   a. Commercial General Liability - Occurrence Form

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

   b. Umbrella Coverage $2,000,000

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

   d. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	$500,000
Disease - Each Employee	$500,000
Disease - Policy Limit	$500,000

4. Self-Insured Retention. Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that the insurer reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and volunteers. Contractor shall be solely responsible for any self-insured retention amounts. City at its option may require Contractor to secure payment of such self-insured retention by a surety bond or irrevocable and unconditional letter of credit.

5. Other Insurance Requirements. The policies shall contain, or be endorsed to contain, the following provisions:

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

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

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

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

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

   f. Waiver of Subrogation. The policies shall 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.

6. Notice of Cancellation. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, cancelled, reduced in coverage or in limits unless prior written notice has been given to the City. Notices required by this section shall be sent directly to the Buyer listed in the original Solicitation and shall reference the Contract Number:

   Attention: Teddy Callan, CPP
   Senior Procurement Specialist, City of Flagstaff
   Phone: (928) 666-0578
   Teddy.callan@flagstaffaz.gov

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

8. Certificates of Insurance. The Contractor shall furnish the City with certificates of insurance (ACORD form) as required by this Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City project/contract number and project description shall be noted on the certificates of

insurance. The City must receive and approve all certificates of insurance and endorsements before the Contractor commences work.

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

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

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Gino Leoni, Parks Manager

Date: 02/26/2026

Meeting Date: 03/03/2026

TITLE:

Consideration and Approval of Contract: Cooperative Purchase Contract with Play It Safe Playgrounds & Park Equipment for the McMillan Mesa Park playground replacement in the amount of $161,583.51

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract in the amount of $161,583.51 with Play It Safe Playgrounds & Park Equipment replacing the aged playground with a new playground as a turnkey project through the 1GPA Cooperative Purchasing Agreement #23-07P-08 ; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Approval of this Cooperative Purchase Contract with Play It Safe Playgrounds & Park Equipment will allow the City to purchase a turnkey (installed) play structure including demolition and haul away of the existing playground at McMillan Mesa Park. The play structure is designed for all ages and abilities.

Playground inspection certified Parks staff evaluated all play structures in the City's park grounds system and identified this play structure as the fourth-highest priority for replacement as part of the PROSE Division BBB-Recreation 5-Year Capital program, as strategically planned with the Parks and Recreation Commission. The first priority, Ponderosa Trails Park, was completed with a replacement in August 2024. The second and third priorities, Mobile Haven Park and Smokerise Park, were completed with replacements in March 2025.

Financial Impact:

Project Name: Replacement Playground Equipment Purchase and installation at McMillan Mesa Park
Cost: $161,583.51
Account Number Budgeted: 055-11-158-3067-5-4433
FY Budgeted Amount: $150,000 plus the $200,000 Deferred Maintenance/Project Fund in the same account
Grant Funded: No
Funding Source: BBB Recreation Capital

Policy Impact:

There are no policy impacts.

Previous Council Decision or Community Discussion:

None

Options and Alternatives to Recommended Action:

1. Approve the Cooperative Purchase Contract in the amount of $161,583.51 with Play It Safe Playgrounds & Park Equipment replacing the aged playground with a new playground as a turnkey project through the

1GPA Cooperative Purchasing Agreement #23-07P-08 and authorize the City Manager to execute the necessary documents
2. Not approve the contract and direct staff toward a different direction.

Background and History:
During the calendar year of 2021, staff worked with the Parks and Recreation Commission to create a capital priorities list to build the BBB Recreation 5-Year Capital program. This strategic planning effort brings forward funds each fiscal year to replace aged playground equipment throughout the parks system. The funds budgeted per fiscal year total $150,000 per year, and any leftover funds are carried forward into the next fiscal year to build the fund balance for larger pieces of equipment.

Playground inspection certified Parks staff evaluated all playground equipment in the park grounds system and created a priority list of aged equipment for replacement, which varies in size and age of play style. The play structure at Ponderosa Trails Park was the highest priority for replacement due to age, obsolete parts and components, plus it was no longer repairable through a fiscally responsible lens and was replaced in 2024. The next two play structures that were replaced for the same reasons, Mobile Haven Park and Smokerise Park, were completed in March 2025. The fourth structure that needs to be replaced is McMillan Mesa Park. The selected replacement equipment from Play It Safe Playgrounds & Park Equipment will update the McMillan Mesa Park playground with accessible play for all ages and abilities.

The Parks Section requested two design proposals from five different playground manufacturers. Parks utilized Connect Flagstaff to allow the residents of the McMillan Mesa neighborhood to rank and give input on all ten designs, with the top ranking design being selected. The Procurement Section identified a cooperative purchase agency contract to utilize for the purchase of playground equipment and services. 1Government Procurement Alliance (1GPA) is a nonprofit national governmental purchasing cooperative that conducted a competitive and open procurement process through Invitation for Bid No.# 23-07P that resulted in Contract #23-07P-08. Utilizing this agency contract in a City of Flagstaff cooperative ensures that we are utilizing a responsible vendor with demonstrated proficiency in playground design and construction, at the most competitive prices.

Connection to PBB Priorities and Objectives:
Livable Community: Provide amenities and activities that support a healthy lifestyle

Connection to Regional Plan:
REC.1.5: Incorporate sustainable building and maintenance technologies and universal design into parks and recreation facilities

Connection to Carbon Neutrality Plan:
IR-2: Ensure equity, accessibility, and inclusion across all City of Flagstaff Parks and Recreation facilities, helping all members of the Flagstaff community to meet their health and wellness needs

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

Attachments: Coop Contract 2026-152

COOPERATIVE PURCHASE CONTRACT
Contract No. 2026-152

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 Play It Safe Playgrounds and Park Equipment, Inc., an Arizona corporation("Contractor").

RECITALS:

A. Contractor is a fully authorized vendor of **Playground Design and Construction**

B. The **1Government Procurement Alliance (1GPA)** conducted a competitive and open procurement process through Invitation for Bid **#23-07P,** that resulted in Contract No. **23-07P-08** 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:

MCMILLAN MESA PLAYGROUND REPLACEMENT

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 **One hundred sixty-one thousand five hundred eighty-three and fifty-one cents ($161,583.51)**; 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 [INSERT NUMBER OF YEARS] with an option for [INSERT NUMBER OF RENEWALS] [INSERT RENEWAL PERIOD] 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:
Gino Leoni
Parks Manager
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
gleoni@flagstaffaz.gov
928-213-2174

To Contractor:
Luke Vaughn
Sales Representative
Play It Safe Playgrounds
7931 E Pecos #160
Mesa, AZ 85212
luke@playitsafeplaygrounds.com
480-347-8486

With a copy to:
Josh Linam
Sr. Procurement Specialist
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
joshua.linam@flagstaffaz.gov

(Remainder of Page Intentionally Blank)

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

CONTRACTOR:

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
(attached)

1. Proposal
2. Quote

EXHIBIT B
AGENCY CONTRACT
(attached)

1. Agency Contract & Agency Contract Extension
2. Pricing

1140 Ponderosa Pkwy | Flagstaff, AZ 86001

EXHIBIT A1





Play It Safe Playgrounds
7931 E Pecos #160 | Mesa, AZ 85212 | 480-347-8486

November 14, 2025

Gino Leoni
City of Flagstaff
211 W Aspen Ave
Flagstaff, AZ 86001-5399

Dear Gino Leoni:

Play It Safe Playgrounds is delighted to provide City of Flagstaff with this playground equipment proposal.

This design was developed with your specific needs in mind, and we look forward to discussing this project further with you to ensure your complete satisfaction. Play It Safe Playgrounds is confident that this proposal will satisfy City of Flagstaff's functional, environmental, and safety requirements -- and most importantly -- bring joy and excitement to the children and families directly benefiting from your new playground.

You have our personal commitment to support this project and your organization in every manner possible, and we look forward to developing a long-standing relationship with City of Flagstaff. We appreciate your consideration and value this opportunity to earn your business.

Sincerely,

Luke Vaughn
Sales Representative

Play It Safe Playgrounds
7931 E Pecos #160
Mesa, AZ 85212
www.playitsafeplaygrounds.com
www.bciburke.com

Phone: 480-347-8486
Fax: 480-783-2427
Email: luke@playitsafeplaygrounds.com

COOPERATIVE PURCHASING OPTIONS

PLAYGROUNDS WITHOUT ALL THE PAPERWORK

Purchasing with contracts may sound intimidating, but getting your community playspace doesn't need to be a painful process of writing specifications, issuing RFP's and jumping through hoops – it can be simplified – we promise! As you continue planning for your new playground, review the Purchasing Contracts offered through our partners.

EQUALIS GROUP

Equalis is an innovative cooperative purchasing organization that believes in the power of partnership and that when you work together you achieve more. The basic premise of the Equalis cooperative purchasing organization is to leverage the combined buying power of all members for better pricing and favorable contract terms. Equalis Group uses the lead agency model for competitively bid contracts, provides our participants the savings they expect and offers efficiencies and peace of mind within the procurement process. It is our mission to continuously improve the measurable and meaningful impact of cooperative services for everyone throughout the supply chain.

GOVMVMT

GOVMVMT is a non-profit group purchasing organization that meets the highest industry standards while putting the public's interest at the forefront of everything they do. Each one of GOVMVMT's first-class suppliers has consciously joined their mission to create the most credible, ethical, and public agency-focused non-profit cooperative purchasing program in the country.

GSA

Federal parks, child development programs, military bases and other agencies are a major priority for BCI Burke, and agencies can purchase Burke playgrounds through Burke's GSA contract for installation virtually anywhere in the world.

OMNIA PARTNERS

OMNIA Partners, Public Sector (Subsidiary National IPA) is the largest and most experienced organization in purchasing and supply chain management. Comprised of participants and suppliers in the public sector, we bring together industry-leading buying power and world-class suppliers to offer an extensive portfolio of competitively solicited and publicly awarded contracts and partnerships. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

SOURCEWELL

As a leader in cooperative purchasing, Sourcewell is passionate about helping members fulfill their public service missions. Sourcewell builds strong relationships with members and vendors to develop practical solutions together.

The easiest way to Join Our Movement is to call your local Representative at 800.266.1250 or v**isit bciburke.com/rep**. Our passion is bringing play to communities like yours and we can't wait to help you get started!

equalis GROUP

GSA Contract Holder
Contract 47QSMA20D08NL | 47QSMA20D08NM

GOVMVMT

OMNIA PARTNERS

Sourcewell
Awarded Contract
Contract # 010521-BUR







FEATURED PLAY EVENTS



COBRA SLIDE® CURVED
Excitement can't be contained when it comes to COBRA SLIDES! They are twisting, turning, in and out of light and SO MUCH FUN! Fun aside, sliding has a variety of developmental benefits ranging from core strength and balance to taking turns and imagination.



Velo XL Slide
Rapid and swift, the Velo Slide is designed to be the fastest, most exciting sliding experience for kids!



ROCK 'N' ROLL SLIDE
This exclusive slide adds excitement to your playgrounds. It features 'Burke Built™' quality, and the double-wall compounded plastic construction means it is stronger and will last longer.

FEATURED PLAY EVENTS



Freedom Swing Seat
The Freedom inclusive Swing Seat allows children of all abilities to enjoy the childhood joy of swinging in a safe and secure seat.



Nucleus® Evolution® Arch Climber
Climbing up ropes to view the world from a different angle. Inspiring new panoramas, creating new vistas. You're protected but it looks open and new. A perspective like nothing you've ever experienced before.



Shasta Climber
Climbers provide several developmental benefits to children, building upper body strength along with boosting balance and coordination while they play.

FEATURED PLAY EVENTS



3-In-A-Row Panel
Play panels offer opportunities for all children to develop skills, have fun and spend time learning outside. 3-In-A-Row is a way to bring games to the playground and teach cooperation.

DESIGN SUMMARY

Play It Safe Playgrounds is very pleased to present this Proposal for consideration for the McMillan Mesa Park located in Flagstaff. BCI Burke Company, LLC has been providing recreational playground equipment for over 100 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of City of Flagstaff. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

The following is a summary of some of the key elements of our Proposal:

- Project Name: McMillan Mesa Park
- Project Number: 116-210119-1
- User Capacity: 97
- Age Groups: 5 to 12, 2 to 5, 2 to 12
- Dimensions: 102' 10" x 53' 3"
- Designer: Kristin La Cross

Play It Safe Playgrounds has developed a custom playground configuration based on the requirements as they have been presented for the McMillan Mesa Park playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 116-210119-1 has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

We invite you to review this proposal for the McMillan Mesa Park project and to contact us with any questions that you may have.

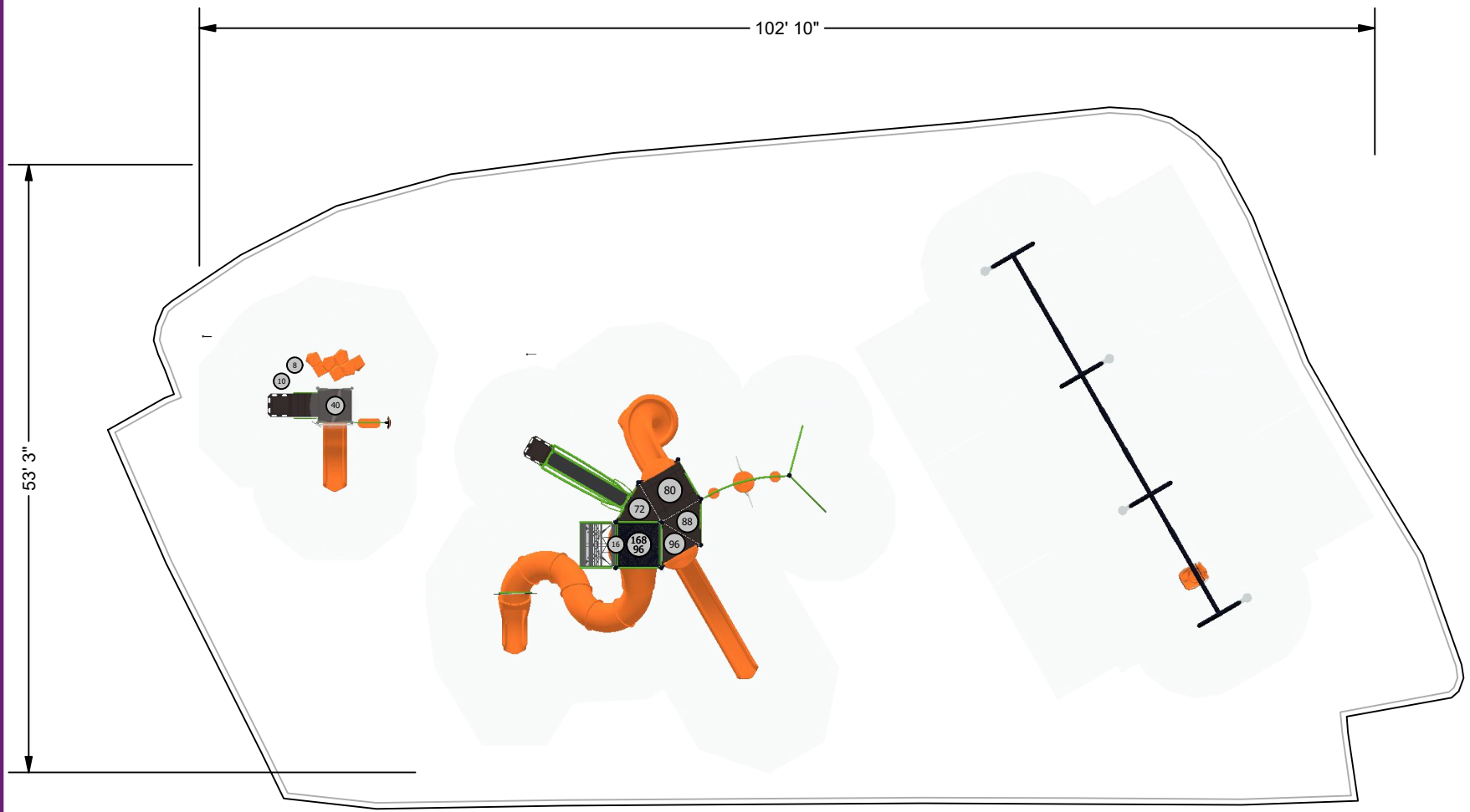
Thank you in advance for giving us the opportunity to make this project a success.

SERIES Nucleus | Intensity | Synergy | Burke Basics

SITE PLAN VIEW

GROUP:
NU-3432|SY-3799|Freestanding

DESIGNED FOR AGES:
5 to 12, 2 to 5, 2 to 12



AREA: 5,775 SF
PERIMETER: 311 LF

PLEASE NOTE: ALTHOUGH ALL ATTEMPS HAVE BEEN MADE TO PROVIDE AN ACCURATE SITE IT MAY NOT TRULY REPRESENT THE AREA WHERE THIS PLAYGROUND LAYOUT IS TO BE PLACED. UNLESS OTHERWISE NOTED THE PLAY AREA IS ASSUMED TO BE LEVEL.

McMillan Mesa Park
Flagstaff, AZ 86001

Burke
PLAY THAT MOVES YOU.

11/14/2025

Play It Safe Playgrounds
116-210119-1

Designer: Kristin La Cross

OVERALL BOUNDING OF USE ZONES
Area: 5468.7 sq.ft.
Perimeter: 312 ft.

STRUCTURE SIZE: 53' 3"x102' 10"

POST SIZE(S): 3.5"

**The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

PLAYGROUND ACCESSIBILITY (Provided/Required)

TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
25	11 / 6	10 / 0	0 / 0	14 / 4	7 / 3

The use and layout of play components identified in this plan conform to the CPSC guildelines. U.S. CPSC recommends the separation of age groups in playground layouts.

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM

SERIES Nucleus | Intensity

GROUP: NU-3432

DESIGNED FOR AGES: 5 to 12

McMillan Mesa Park
Flagstaff, AZ 86001

Burke
PLAY THAT MOVES YOU.

11/14/2025

Play It Safe Playgrounds
116-210119-1

Designer: Kristin La Cross

SITE PLAN VIEW

OVERALL BOUNDING OF USE ZONES
Area: 5468.7 sq.ft.
Perimeter: 312 ft.

STRUCTURE SIZE: 43' 3"x102' 10"

POST SIZE(S): 3.5"

**The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

PLAYGROUND ACCESSIBILITY (Provided/Required)

TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
25	11 / 6	10 / 0	0 / 0	14 / 4	7 / 3

The use and layout of play components identified in this plan conform to the CPSC guildelines. U.S. CPSC recommends the separation of age groups in playground layouts.

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.

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SERIES Synergy | Burke Basics

GROUP: SY-3799

DESIGNED FOR AGES: 2 to 5

McMillan Mesa Park
Flagstaff, AZ 86001

Burke
PLAY THAT MOVES YOU.

11/14/2025

Play It Safe Playgrounds
116-210119-1

Designer: Kristin La Cross

SITE PLAN VIEW

OVERALL BOUNDING OF USE ZONES
Area: 5468.7 sq.ft.
Perimeter: 312 ft.

STRUCTURE SIZE: 3"x102' 10"

POST SIZE(S): 3.5"

**The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

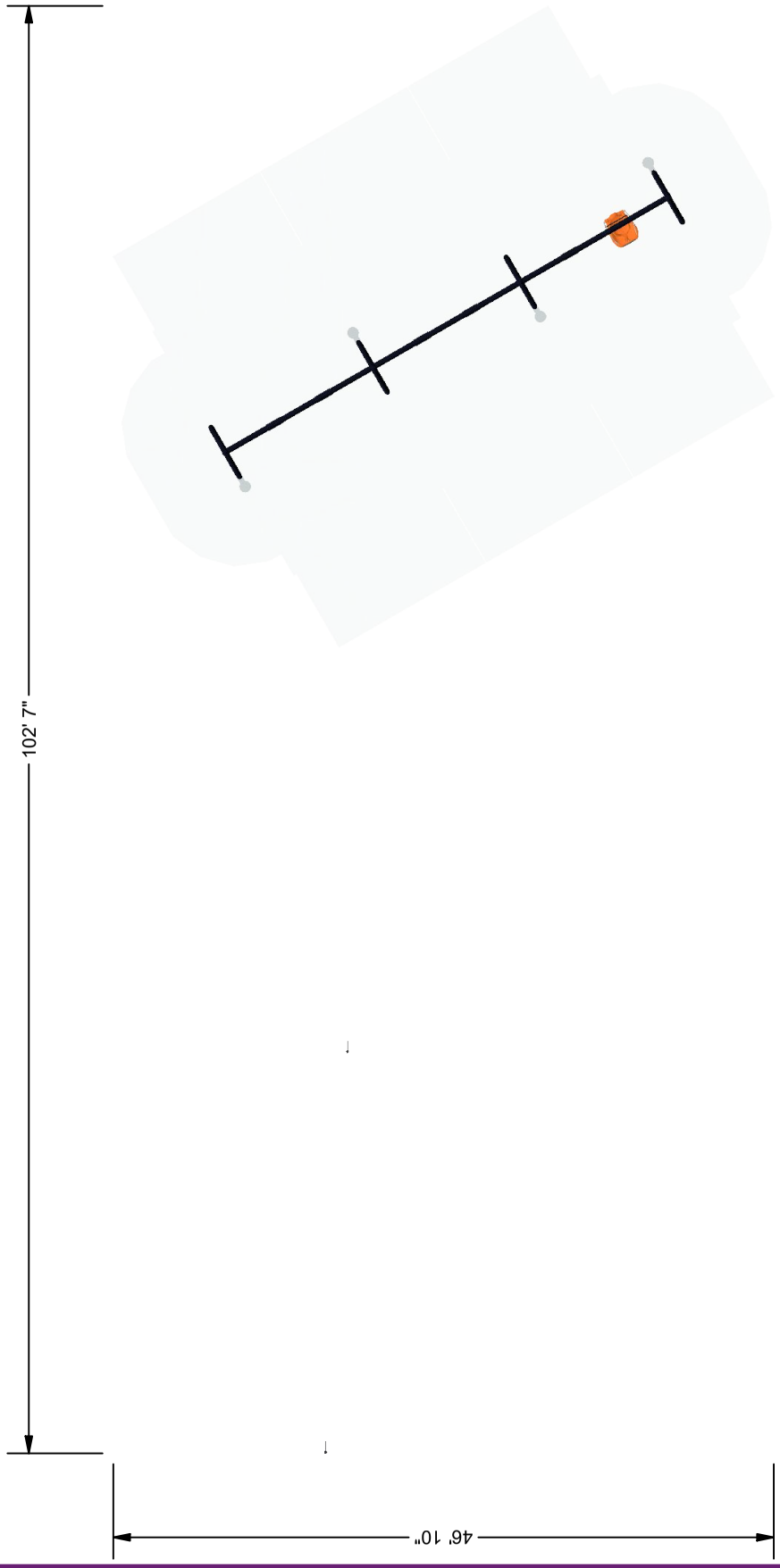
PLAYGROUND ACCESSIBILITY (Provided/Required)

TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
25	11 / 6	10 / 0	0 / 0	14 / 4	7 / 3

The use and layout of play components identified in this plan conform to the CPSC guildelines. U.S. CPSC recommends the separation of age groups in playground layouts.

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.

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PLAYGROUND ACCESSIBILITY (Provided/Required)

TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
25	11 / 6	10 / 0	0 / 0	14 / 4	7 / 3

The use and layout of play components identified in this plan conform to the CPSC guildelines. U.S. CPSC recommends the separation of age groups in playground layouts.

OVERALL BOUNDING OF USE ZONES **The space requirements shown here are to ASTM standards. Requirements for other standards may be different.
Area: 5468.7 sq.ft.
Perimeter: 312 ft.
STRUCTURE SIZE: 3"X102' 10"
POST SIZE(S): 3.5"

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.

SERIES Burke Basics

SITE PLAN VIEW

GROUP:
Freestanding

DESIGNED FOR AGES:
2 to 12

McMillan Mesa Park
Flagstaff, AZ 86001

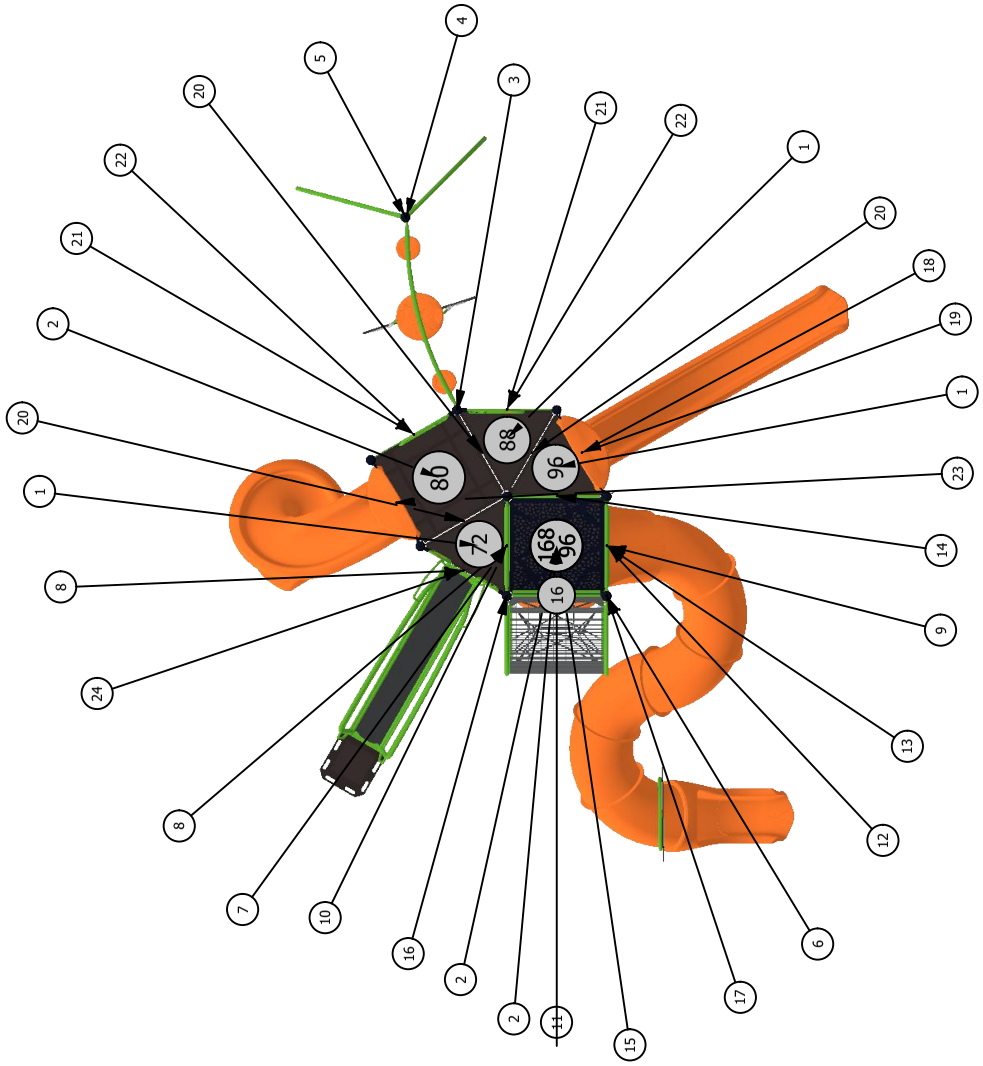
Burke
PLAY THAT MOVES YOU.

11/14/2025

Play It Safe Playgrounds
116-210119-1

Designer: Kristin La Cross

ITEM	COMP.	DESCRIPTION
1	270-0129	TRIANGLE PLATFORM
2	270-0130	SQUARE PLATFORM
3	370-1718	TAKTIKS BOW CLIMBER
4	370-0287	TOPO CLIMBER
5	370-0286	PANO CLIMBER
6	470-0128	FLYLOW POD
7	270-0299	ABSTRACT PLATFORM LADDER 24"
8	270-0120	EVOLUTION UNITARY ENCLOSURE
9	570-1858	3-IN-A-ROW PANEL, ABOVE PLATFORM
10	570-1557	EVOLUTION TALL CURVED TOP BARRIER, LEFT
11	370-1649	EVOLUTION, DECK TO ROOF CLIMBER
12	470-0119	COBRA SLIDE CURVED 168"
13	570-1544	EVOLUTION SHORT CURVED TOP BARRIER
14	570-1546	EVOLUTION TALL BARRIER
15	470-0015	EVOLUTION SQUARE ROOF
16	470-0008	EVOLUTION SIDE ROOF SUPPORT, LEFT
17	470-0009	EVOLUTION SIDE ROOF SUPPORT, RIGHT
18	470-0758	VELO XL SLIDE, 88"-96" W/O HOOD
19	470-0967	SLIDE HOOD, LOW SIDE WALL
20	270-0009	8" CLOSURE PLATE, ELLIPSE
21	370-1666	SHASTA CLIMBER, 80"-96"
22	270-0122	EVOLUTION OFFSET ENCLOSURE
23	470-0872	EXTREME TWIST SPIRAL SLIDE
24	370-1729	TRANSFER INCLUSIVE CLIMBER, 72"



SERIES Nucleus | Intensity

COMPONENT VIEW

GROUP:
NU-3432

DESIGNED FOR AGES:
5 to 12

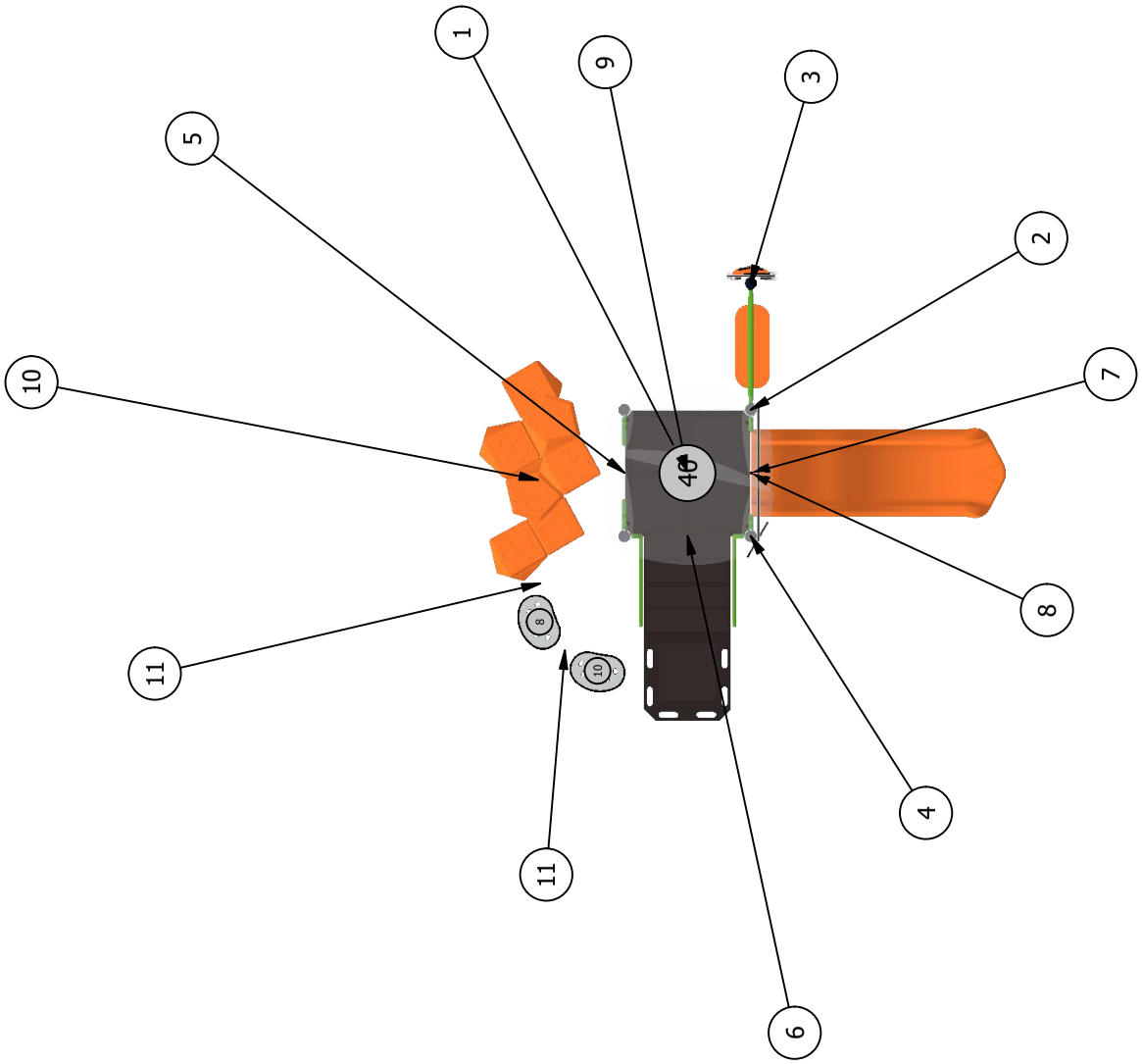
McMillan Mesa Park
Flagstaff, AZ 86001

11/14/2025

Play It Safe Playgrounds
116-210119-1

Designer: Kristin La Cross

ITEM	COMP.	DESCRIPTION
1	290-0102	SQUARE PLATFORM
2	590-0400	SYNERGY COUNTER
3	590-0436	TOOL BENCH ACTIVITY
4	590-0458	TRACE SINGLE POST ACTIVITY
5	290-0111	CLIMBER ENCLOSURE 2-5
6	390-0148	TRANSFER STATION, HANDRAIL 40"
7	490-0132	ROCK N ROLL SLIDE 40"-48"
8	490-0134	IMAGINATION SLIDE SIT DOWN PANEL
9	590-0189	IMAGINATION PLAYFORT
10	560-2709	EKO BUNDLE
11	580-1364	LIL NOVO BEAN STEP



SERIES Synergy | Burke Basics

COMPONENT VIEW

GROUP:
SY-3799

DESIGNED FOR AGES:
2 to 5

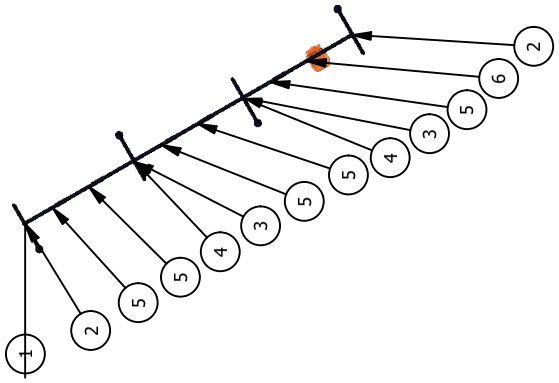
McMillan Mesa Park
Flagstaff, AZ 86001

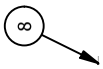
11/14/2025

Play It Safe Playgrounds
116-210119-1

Designer: Kristin La Cross

ITEM	COMP.	DESCRIPTION
1	550-0228	EVOLUTION ARCH SWING
2	550-0228 -END_R	EVOLUTION ARCH SWING
3	550-0229	EVOLUTION ARCH SWING ADDED BAY
4	550-0228 -MID	EVOLUTION ARCH SWING
5	550-0111	BELT SEAT, 8' SINGLE, STD CHAIN
6	550-0171	FREEDOM SWING SEAT, 8' BEAM, STD CHAIN
7	580-1317	NOVO WELCOME SIGN, AGES 2-5
8	580-1315	NOVO WELCOME SIGN, AGES 5-12







SERIES Burke Basics

COMPONENT VIEW

GROUP:
Freestanding

DESIGNED FOR AGES:
2 to 12

McMillan Mesa Park
Flagstaff, AZ 86001

11/14/2025

Play It Safe Playgrounds
116-210119-1

Designer: Kristin La Cross

SERIES Nucleus | Intensity | Synergy | Burke Basics

ELEVATION VIEW

GROUP:
NU-3432|SY-3799|Freestanding

DESIGNED FOR AGES:
5 to 12, 2 to 5, 2 to 12

McMillan Mesa Park
Flagstaff, AZ 86001

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11/14/2025

Play It Safe Playgrounds

116-210119-1

Designer: Kristin La Cross

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SERIES Nucleus | Intensity

GROUP:
NU-3432

DESIGNED FOR AGES:
5 to 12

McMillan Mesa Park
Flagstaff, AZ 86001

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ELEVATION VIEW

11/14/2025

Play It Safe Playgrounds
116-210119-1

Designer: Kristin La Cross

SERIES Synergy | Burke Basics

ELEVATION VIEW

GROUP:
SY-3799

DESIGNED FOR AGES:
2 to 5

McMillan Mesa Park
Flagstaff, AZ 86001

11/14/2025

Play It Safe Playgrounds
116-210119-1

Designer: Kristin La Cross

Burke
PLAY THAT MOVES YOU.

SERIES Burke Basics

GROUP:
Freestanding

DESIGNED FOR AGES:
2 to 12

McMillan Mesa Park
Flagstaff, AZ 86001

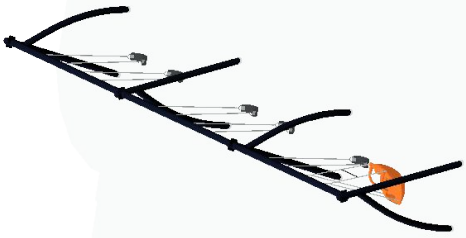
Burke
PLAY THAT MOVES YOU.

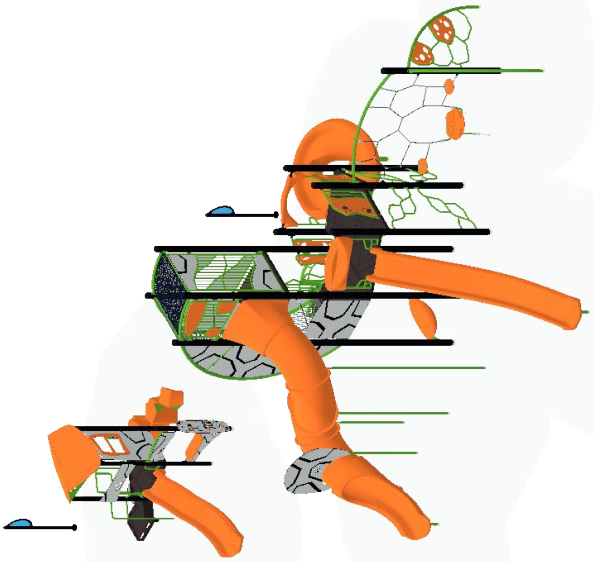
ELEVATION VIEW

11/14/2025

Play It Safe Playgrounds
116-210119-1

Designer: Kristin La Cross





SERIES Nucleus | Intensity | Synergy | Burke Basics

ISOMETRIC VIEW

GROUP:
NU-3432|SY-3799|Freestanding

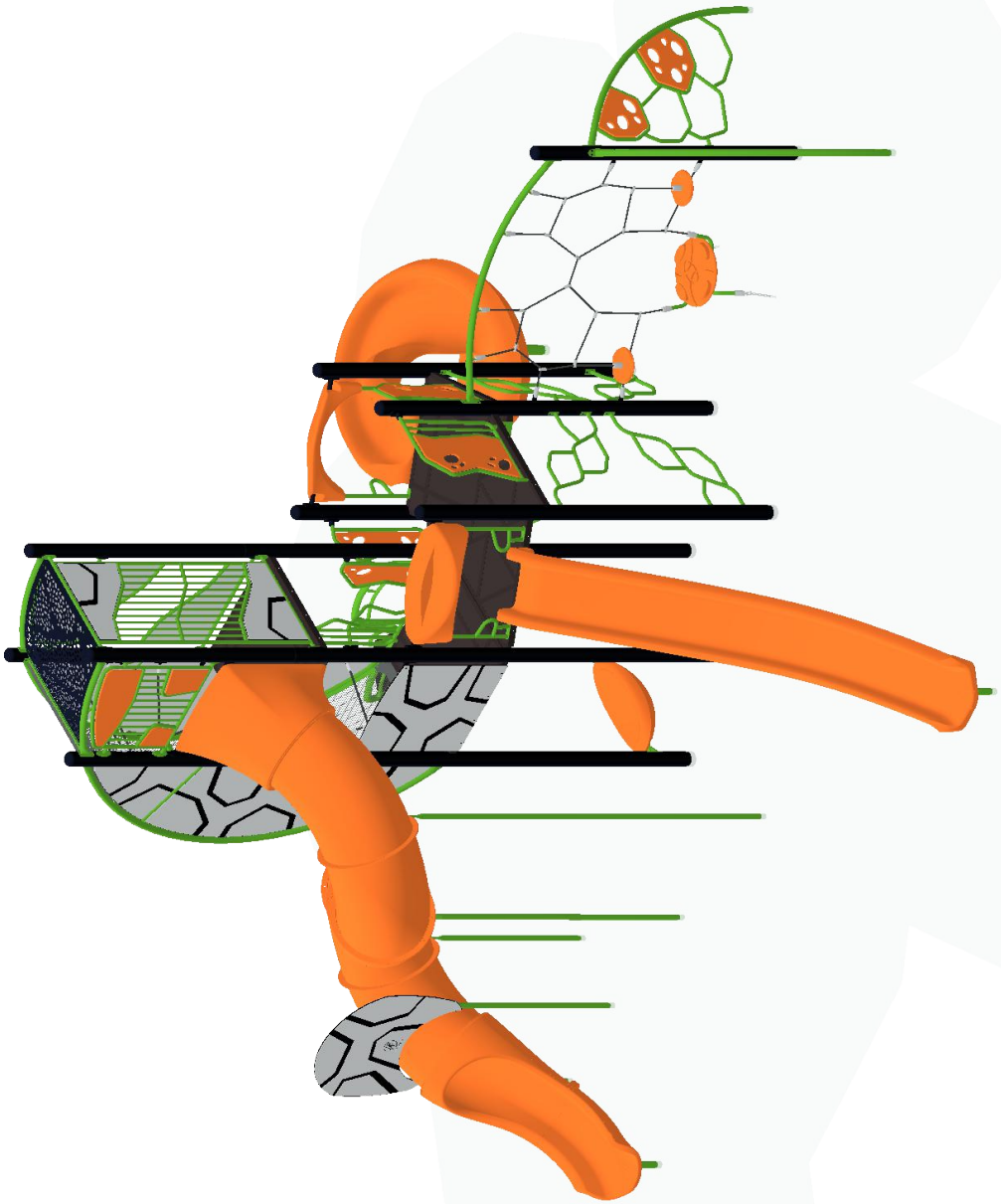
DESIGNED FOR AGES:
5 to 12, 2 to 5, 2 to 12

McMillan Mesa Park
Flagstaff, AZ 86001

11/14/2025

Play It Safe Playgrounds
116-210119-1

Designer: Kristin La Cross



SERIES Nucleus | Intensity

ISOMETRIC VIEW

GROUP:
NU-3432

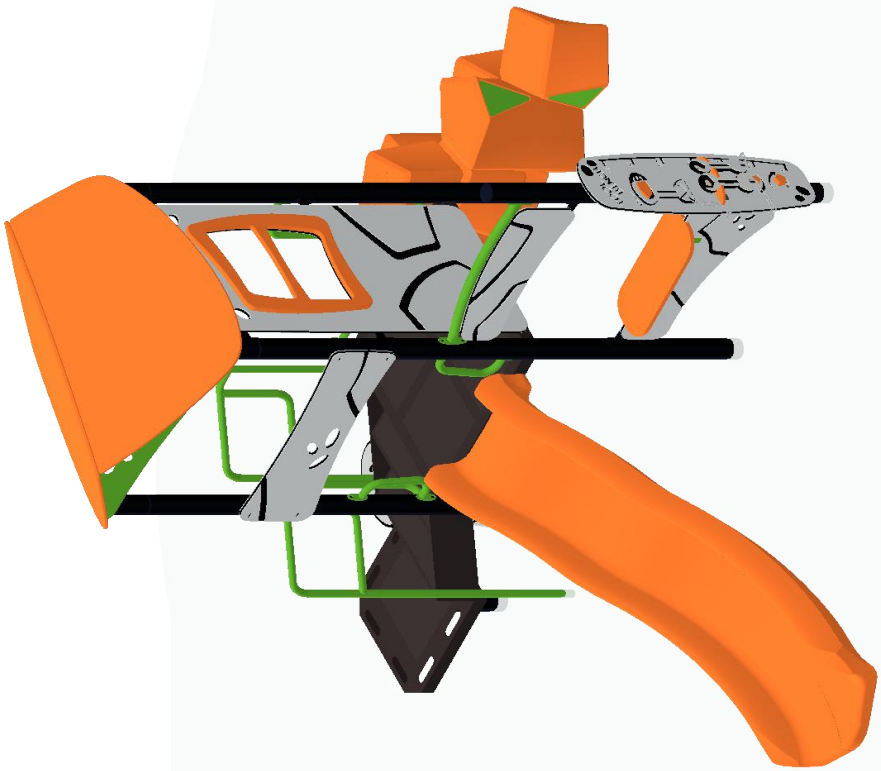
DESIGNED FOR AGES:
5 to 12

McMillan Mesa Park
Flagstaff, AZ 86001

11/14/2025

Play It Safe Playgrounds
116-210119-1

Designer: Kristin La Cross



SERIES Synergy | Burke Basics

ISOMETRIC VIEW

GROUP:
SY-3799

DESIGNED FOR AGES:
2 to 5

McMillan Mesa Park
Flagstaff, AZ 86001

Burke
PLAY THAT MOVES YOU.

11/14/2025

Play It Safe Playgrounds
116-210119-1

Designer: Kristin La Cross



SERIES Burke Basics		ISOMETRIC VIEW
GROUP: Freestanding **DESIGNED FOR AGES:** 2 to 12	**McMillan Mesa Park** Flagstaff, AZ 86001 Burke PLAY THAT MOVES YOU.	11/14/2025 **Play It Safe Playgrounds** **116-210119-1** Designer: Kristin La Cross

PROPOSAL 116-210119-1 | 11/14/2025 | 2025 PRICING

The play components identified in this proposal are IPEMA certified. The use and layout of these components conform to the requirements of ASTM F1487 and CPSC. To verify product certification, visit www.ipema.org.

The space requirements shown in this proposal are to ASTM standards. Requirements for other standards may be different.

NU-3432

Intensity

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
370-1718	TAKTIKS BOW CLIMBER	1	7	7	103	103

Nucleus

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
072-0500-136C	5" OD X 136" CAPPED POST	1	0	0	71	71
072-0500-156C	5" OD X 156" CAPPED POST	2	0	0	82	164
072-0500-164C	5" OD X 164" CAPPED POST	1	0	0	86	86
072-0500-172C	5" OD X 172" CAPPED POST	1	0	0	90	90
072-0502-216S	5" OD X 216" SWAGED POST	2	0	0	113	226
072-0502-220S	5" OD X 220" SWAGED POST	2	0	0	115	230
072-5503-64T	5" OD X 64" TOP ALUMINUM CAPPED POST	1	0	0	13	13
072-5503-68T	5" OD X 68" TOP ALUMINUM CAPPED POST	1	0	0	14	14
072-5503-80T	5" OD X 80" TOP ALUMINUM CAPPED POST	1	0	0	16	16
072-5503-84T	5" OD X 84" TOP ALUMINUM CAPPED POST	1	0	0	17	17
270-0009	8" CLOSURE PLATE, ELLIPSE	3	0	0	8	24
270-0120	EVOLUTION UNITARY ENCLOSURE	2	0	0	34	68
270-0122	EVOLUTION OFFSET ENCLOSURE	2	0	0	34	68
270-0129	TRIANGLE PLATFORM	3	2	6	48	144
270-0130	SQUARE PLATFORM	3	6	18	106	318
270-0299	ABSTRACT PLATFORM LADDER 24"	1	1	1	24	24
370-0286	PANO CLIMBER	1	3	3	64	64
370-0287	TOPO CLIMBER	1	3	3	76	76
370-1649	EVOLUTION, DECK TO ROOF CLIMBER	1	7	7	472	472
370-1666	SHASTA CLIMBER, 80"-96"	2	4	8	32	64
370-1729	TRANSFER INCLUSIVE CLIMBER, 72"	1	4	4	347	347
470-0008	EVOLUTION SIDE ROOF SUPPORT, LEFT	1	0	0	16	16
470-0009	EVOLUTION SIDE ROOF SUPPORT, RIGHT	1	0	0	16	16
470-0015	EVOLUTION SQUARE ROOF	1	0	0	42	42

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
470-0119	COBRA SLIDE CURVED 168"	1	3	3	512	512
470-0128	FLYLOW POD	1	2	2	27	27
470-0758	VELO XL SLIDE, 88"-96" W/O HOOD	1	2	2	134	134
470-0872	EXTREME TWIST SPIRAL SLIDE	1	2	2	217	217
470-0967	SLIDE HOOD, LOW SIDE WALL	1	0	0	37	37
570-1544	EVOLUTION SHORT CURVED TOP BARRIER	1	0	0	50	50
570-1546	EVOLUTION TALL BARRIER	1	0	0	78	78
570-1557	EVOLUTION TALL CURVED TOP BARRIER, LEFT	1	0	0	114	114
570-1858	3-IN-A-ROW PANEL, ABOVE PLATFORM	1	2	2	45	45
670-0427	5" OD X 11 GA POST EXTENSION	4	0	0	10	40

Total User Capacity: 68
Total Weight: 4,027 lbs
Total Price: $77,407

SY-3799

Burke Basics

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
560-2709	EKO BUNDLE	1	6	6	148	148
580-1364	LIL NOVO BEAN STEP	2	1	2	28	56

Synergy

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
072-0300-99C	3 1/2" OD X 99" CAPPED POST	1	0	0	37	37
072-0302-133S	3 1/2" OD X 133" SWAGED POST	2	0	0	49	98
072-0302-137S	3 1/2" OD X 137" SWAGED POST	2	0	0	50	100
290-0102	SQUARE PLATFORM	1	4	4	59	59
290-0111	CLIMBER ENCLOSURE 2-5	1	0	0	17	17
390-0148	TRANSFER STATION, HANDRAIL 40"	1	5	5	175	175
490-0132	ROCK N ROLL SLIDE 40"-48"	1	1	1	76	76
490-0134	IMAGINATION SLIDE SIT DOWN PANEL	1	0	0	11	11
590-0189	IMAGINATION PLAYFORT	1	1	1	161	161
590-0400	SYNERGY COUNTER	1	2	2	52	52
590-0436	TOOL BENCH ACTIVITY	1	1	1	25	25
590-0458	TRACE SINGLE POST ACTIVITY	1	1	1	3	3

Total User Capacity: 23
Total Weight: 1,018 lbs
Total Price: $14,958

OUR MISSION IS TO BRING
PLAY THAT MOVES YOU®
TO COMMUNITIES AROUND
THE WORLD

MCMILLAN MESA PARK

1140 Ponderosa Pkwy | Flagstaff, AZ 86001

Freestanding

Burke Basics

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
550-0111	BELT SEAT, 8' SINGLE, STD CHAIN	5	1	5	10	50
550-0171	FREEDOM SWING SEAT, 8' BEAM, STD CHAIN	1	1	1	38	38
550-0228	EVOLUTION ARCH SWING	1	0	0	399	399
550-0229	EVOLUTION ARCH SWING ADDED BAY	2	0	0	240	480
580-1315	NOVO WELCOME SIGN, AGES 5-12	1	0	0	23	23
580-1317	NOVO WELCOME SIGN, AGES 2-5	1	0	0	23	23

Total User Capacity: 6
Total Weight: 1,013 lbs
Total Price: $9,842

Special Notes:
Prices do not include freight, unloading, material storage, site excavation/preparation, removal of existing equipment, removal of excess soil from footing holes, site security, safety surfacing, installation, or sales tax (if applicable). Prices are based on standard colors per CURRENT YEAR BCI Burke Catalog. Custom colors, where available, would be an extra charge. **Pricing is valid for 30 days from the date of this proposal.**

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THE WORLD

MCMILLAN MESA PARK

1140 Ponderosa Pkwy | Flagstaff, AZ 86001

PROPOSAL 116-210119-1 | 11/14/2025 | 2025 PRICING

COLOR SELECTION LIST | Default Color Option

GROUP 1 (NU-3432)

Accessory:	Lime
HDPE 1 Color:	Orange
HDPE 2 Color:	Gray-Black-Gray
Platform:	Brown
Post:	Navy
Rotomold Plastic:	Orange

GROUP 2 (SY-3799)

Accessory:	Lime
HDPE 1 Color:	Orange
HDPE 2 Color:	Gray-Black-Gray
Platform:	Brown
Post:	Navy
Rotomold Plastic:	Orange

GROUP 3 (Freestanding)

Accessory:	Lime
HDPE 1 Color:	Orange
HDPE 2 Color:	Gray-Black-Gray
Platform:	Brown
Post:	Navy
Rotomold Plastic:	Orange

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TO COMMUNITIES AROUND
THE WORLD

COLORS THAT MOVE YOU

POWDER COAT PAINT



PLATFORMS



SOLIS HUE TOPPERS



TRADITIONAL SERIES SITE AMENITIES



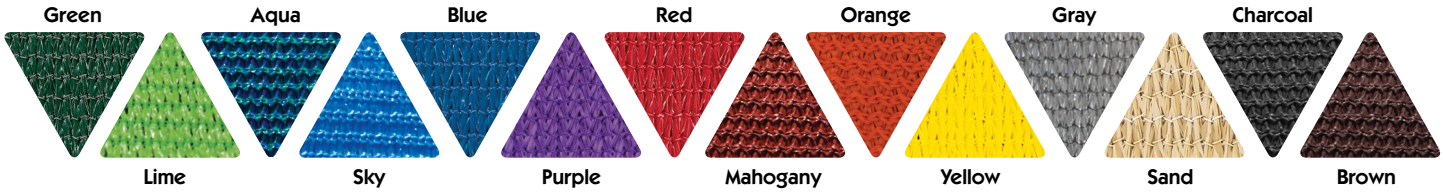
ROCKIT CLIMBERS



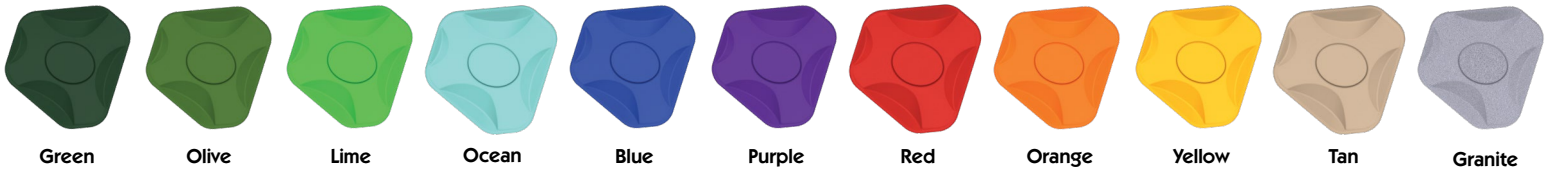
HDPE PLASTIC PANELS



SHADE CANOPIES



ROTOMOLD PLASTIC



VISIT BCIBURKE.COM/COLOR TO CUSTOMIZE YOUR PLAYGROUND COLORS!

BURKE GENERATIONS WARRANTY®

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of shipment.

We stand behind our products.

In addition, the following products are warranted, under normal use and service from the date of shipment as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Nucleus®, Nucleus Evolution®, Nucleus Aspire®, Intensity®, Level X®, Synergy®, Synergy Imagination® & 4ME®) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreKonnect® Clamp Castings against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers).
- One Hundred (100) Year Limited Warranty on bolt-through and direct-bolt fastening and clamp systems (Synergy®, Intensity®, Nucleus®).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on structure platforms and decks, metal roofs, table tops, bench tops, railings and barriers against structural failure due to materials or workmanship.
- Fifteen (15) Year Limited Warranty on all plastic components against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay® Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRC products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty.
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Nucleus®, Intensity®, and RopeVenture® cables against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on rubber belt material against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on moving parts, including swing components, against structural failure due to materials or workmanship.
- Five (5) Year Limited Warranty on PlayEnsemble® cables and mallets against defects in materials and workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Warranty Exclusions: The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

Limitation of Remedies: Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

Terms of Sale

Pricing: Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

Weights: Weights are approximate and may vary with actual orders.

Installation: All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

Specifications: Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

Loss or Damage in Transit: A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 800-356-2070. **01/2025**

EXHIBIT A2

Estimate

Date	Estimate #
11/20/2025	19156

7931 E Pecos Rd #160
Mesa, AZ 85212
ph 480-347-8486 fax 480-783-2427
AZ ROC #294843 / NV Lic #0082749

Customer Information:	Ship To
City of Flagstaff 928-213-2000 1702 N. 4th St Flagstaff, AZ 86004	McMillan Mesa Park 1140 Ponderosa Parkway Flagstaff AZ, 86001 OPTION 1

Contact	Terms	FOB	Lead Time
LV	1GPA 23-07P-08	Flagstaff	12-16 weeks

Qty	U/M	Description	Unit Price	Total
		PLAYGROUND		
1	ea	Burke #116-210119-1, #NU-3432 with Synergy custom playstructure #SY-3799 with freestanding components - FREE Burke maintenance kit! - FREE Burke Generations Warranty – Best in the Industry! - FREE Play It Safe 5-Year Supplemental Warranty! - FREE 6-month and 12-month follow-up inspection!	102,207.00	102,207.00T
		Burke Fall Discount ** Burke Fall Sale Discount – Place orders by 12/19/25 and ship by 04/10/26 to qualify for sale pricing	-34,501.00	-34,501.00
1	lump s...	Burke freight estimate - pricing may be adjusted if a long lead time is required	5,380.00	5,380.00T
		SITE PREP & INSTALLATION		
1	lump s...	Labor to remove and dispose of existing playstructure	6,100.00	6,100.00T
1	lump s...	Labor to remove and haul away existing swing structure	1,830.00	1,830.00T
1	lump s...	Labor to remove and replace existing wood fiber to 3 inches	2,800.00	2,800.00T
1	lump s...	Labor to install Burke #116-210119-1, #NU-3432, Synergy custom playstructure #SY-3799 with freestanding components	45,280.00	45,280.00T
		Trip Charge	8,250.00	8,250.00T
		SURFACING		
262	cu. yds	ADA compliant wood fiber surfacing	24.90	6,523.80T
1	lump s...	Wood fiber freight estimate - pricing may be adjusted if a long lead time is required	2,715.00	2,715.00T
1	lump s...	Labor to install 262 Cu. Yds of wood fiber	7,510.00	7,510.00T

Thank you for your business!

Valid for 30 days. Freight pricing estimated only - pricing may be adjusted at time of shipment if price changes. Changes to scope, rock, poor soil conditions, water in excavation, unforeseen conditions may incur added charges. Off-loading included if delivery coordinated with installation. Items not included unless specified: hard dig, difficult site access, excavation, site prep, grading, levelling, removal, relocation/repair to existing utility/sprinkler lines, temp fencing, formed concrete, spoils removal from site, site vandalism, sales tax, bonds, prevailing wages, permits, permit submittal, permit costs including architect site plans. Customer responsible to mark all known utilities. 3.5% fee may be added if paid by P-card or credit card. Work may be done by Flexground AZROC #288687 / 283192, Flexground NV #0076764 / 0077757, or Premier Construction AZROC #252011 and NV #85971 / 86185. We reserve the right to invoice for stored materials.

Total

Customer acceptance signature

This quote is valid for 30 days from date listed above

Estimate

Date	Estimate #
11/20/2025	19156

7931 E Pecos Rd #160
Mesa, AZ 85212
ph 480-347-8486 fax 480-783-2427
AZ ROC #294843 / NV Lic #0082749

Customer Information:	Ship To
City of Flagstaff 928-213-2000 1702 N. 4th St Flagstaff, AZ 86004	McMillan Mesa Park 1140 Ponderosa Parkway Flagstaff AZ, 86001 OPTION 1

Contact	Terms	FOB	Lead Time
LV	1GPA 23-07P-08	Flagstaff	12-16 weeks

Qty	U/M	Description	Unit Price	Total
		1 GPA Disocunt - Burke Freestanding -$1,476.30 - Wood Fiber -$326.19 ** Wood fiber freight pricing assumes 100 cu. yds. per truckload - freight may be adjusted if additional trucks are needed due to volume weight due to damp wood fiber in wetter months ** Wood fiber quantity assumes salvage of existing fiber – quantity may need adjustment upon investigation at time of install ** Pricing assumes existing surfacing is sufficient to re-use - additional charges may apply if additional surfacing is recommended at time of installation ** Customer responsible for costs or labor associated with removal, relocation or repair to existing utility or sprinkler lines ** Tire marks will likely be left on existing concrete during construction – removal of tire marks not included ** Quote assumes existing sidewalk can support heavy equipment required for project – repair or replacement of broken/cracked concrete not included ** All reasonable precautions will be taken to protect existing landscaping, however damages from heavy equipment to surrounding landscape is possible – repair/replacement of damaged landscape or turf is not included ** Irrigation to surrounding area to be turned off minimum 5 days prior to start of work ** Pricing assumes single mobilization; additional charges may occur if multiple mobilizations are required	-1,802.49	-1,802.49

Thank you for your business!

Valid for 30 days. Freight pricing estimated only - pricing may be adjusted at time of shipment if price changes. Changes to scope, rock, poor soil conditions, water in excavation, unforeseen conditions may incur added charges. Off-loading included if delivery coordinated with installation. Items not included unless specified: hard dig, difficult site access, excavation, site prep, grading, levelling, removal, relocation/repair to existing utility/sprinkler lines, temp fencing, formed concrete, spoils removal from site, site vandalism, sales tax, bonds, prevailing wages, permits, permit submittal, permit costs including architect site plans. Customer responsible to mark all known utilities. 3.5% fee may be added if paid by P-card or credit card. Work may be done by Flexground AZROC #288687 / 283192, Flexground NV #0076764 / 0077757, or Premier Construction AZROC #252011 and NV #85971 / 86185. We reserve the right to invoice for stored materials.

Total

Customer acceptance signature

This quote is valid for 30 days from date listed above

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Customer Information:	Ship To
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Contact	Terms	FOB	Lead Time
LV	1GPA 23-07P-08	Flagstaff	12-16 weeks

Qty	U/M	Description	Unit Price	Total
		**At Play It Safe Playgrounds, we're committed to providing you with the best service and transparency. Please note that current tariff regulations affecting shipments between the United States and Canada may impact your order. These tariffs apply not only to raw steel and aluminum materials but also to any products containing these materials. As a result, your order may be subject to additional costs due to these trade regulations, which are beyond our control. Additionally, some of our manufacturers may require prepayment—either in full or in part—and we will need to pass this requirement along to you. We appreciate your understanding and are here to assist with any questions you may have!		
		Flagstaff / Coconino Sales Tax	6.1009%	9,291.20

Thank you for your business!

Valid for 30 days. Freight pricing estimated only - pricing may be adjusted at time of shipment if price changes. Changes to scope, rock, poor soil conditions, water in excavation, unforeseen conditions may incur added charges. Off-loading included if delivery coordinated with installation. Items not included unless specified: hard dig, difficult site access, excavation, site prep, grading, levelling, removal, relocation/repair to existing utility/sprinkler lines, temp fencing, formed concrete, spoils removal from site, site vandalism, sales tax, bonds, prevailing wages, permits, permit submittal, permit costs including architect site plans. Customer responsible to mark all known utilities. 3.5% fee may be added if paid by P-card or credit card. Work may be done by Flexground AZROC #288687 / 283192, Flexground NV #0076764 / 0077757, or Premier Construction AZROC #252011 and NV #85971 / 86185. We reserve the right to invoice for stored materials.

Total $161,583.51

Customer acceptance signature

This quote is valid for 30 days from date listed above

EXHIBIT B1

The following is a Cooperative Solicitation, released via Mary C. O'Brien Accommodation School/Pinal County ESA as the lead agency of 1Government Procurement Alliance:

Invitation for Bid # 23-07P
Playground Solutions

Bid Due Date and Time: September 27, 2022 at 11:00 A.M. Arizona Time

IFB Opening Location: Opening will be held publicly virtually:
Join Zoom Meeting:
https://us06web.zoom.us/j/5812883005
Meeting ID: 581 288 3005
+1 669 444 9171 US
https://us06web.zoom.us/u/kd5Yqtqwcn

Electronic Submittals: OpenGov Procurement – https://procurement.opengov.com/portal/1gpa
See enclosed information for submittal instructions.

Last Day for Questions: September 14, 2022 at 5:00 P.M. Arizona Time

Optional Pre-Bid Conference: August 31, 2022 at 10:00 A.M. Arizona Time virtually
Join Zoom Meeting:
https://us06web.zoom.us/j/5812883005
Meeting ID: 581 288 3005
+1 669 444 9171 US
https://us06web.zoom.us/u/kd5Yqtqwcn

In accordance with the Arizona procurement code and rules, Competitive Sealed Bids for the materials or services specified will be received electronically by 1GPA, via OpenGov Procurement, until the time and date cited. Bids received by the correct time and date shall be opened, via OpenGov Procurement, and the vendor's name and pricing shall be publicly read at the location indicated above. All other information contained in the Bid shall remain confidential until award is made. Late solicitations shall not be considered.

To be considered, solicitations shall be submitted electronically via OpenGov Procurement, https://procurement.opengov.com/portal/1gpa. Submittal instructions for OpenGov Procurement can be found on the last page of this document under Exhibit A. Additional instructions for preparing a solicitation are provided herein. Bidders are strongly encouraged to carefully read the entire solicitation document.

Questions regarding this Invitation for Bid should be directed to:

Rebecca Seifert, Procurement Specialist
Email: rseifert@1gpa.org
Phone: 866-306-3893

Christy Knorr

Christy Knorr, Vice President
1Government Procurement Alliance (1GPA)

Jill Broussard

Jill Broussard, Superintendent
Mary C. O'Brien Accommodation School/Pinal County ESA

Date Issued: August 17, 2022

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DOCUMENTS REFERENCED

You may access a complete copy of the documents referenced within this solicitation at the following web addresses:

Arizona:

Arizona Revised Statutes (A.R.S.) is available at
http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp

The Arizona School District Procurement Rules in the Arizona Administrative Code (A.A.C.) is available at
http://apps.azsos.gov/public_services/Title_07/7-02.pdf

All Other States:

For a full listing of Intergovernmental Purchasing Statutes by state, visit the 1GPA website able at: http://1gpa.org/state-statutes/

Local Governments website (USA.gov): http://www.usa.gov/Agencies/Local_Government/Cities.shtml

Federal:

I.R.S. W-9 form (Request for Taxpayer I.D. Number) is available at
http://www.irs.gov/pub/irs-pdf/fw9.pdf

Education Department General Administrative Regulations (EDGAR), 2 C.F.R. §§ 200.318-326
https://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/xml/CFR-2014-title2-vol1-part200-subpartD.xml

INTRODUCTION

Who are we?

1Government Procurement Alliance (1GPA), is a non-profit national governmental purchasing cooperative which allows public agencies to take advantage of existing contracts to purchase the goods and services they need from local and national vendors.

Eligible using members include school districts, charter schools, universities, colleges, cities, towns, municipalities, counties, states, local governments, federal government, Native American communities, fire districts, and any other political subdivision.

What do we do?

We provide contracts for a broad range of commodities and services that are available to the Cooperative eligible members through a government purchasing cooperative or Interlocal agreement. All of our contracts are competitively procured and awarded in compliance with state statutes, procurement laws and regulations.

Contracts are approved and awarded by 1GPA's lead governmental entities and are only available for use and benefit of all entities complying with state procurement laws and regulations.

Why are we preferred?

The Cooperative's pooled purchasing power means public and private schools, cities, counties and state agencies, non-profits, as well as colleges, universities and Native American communities **can save actual budget dollars** on our contracts utilizing best business practices.

Our agency is dedicated to negotiating the best contracts with the best firms locally or nationally to ensure our members receive quality products and services at the best price.

We service our members by providing in-house knowledge of public procurement practices in conjunction with quality business practices to mainstream the purchasing process for large and complex solicitations that can take up to 6 to 12 months for our members on their own.

We pride our firm on our commitment to compliance, innovation, and collaboration.

As a government purchasing cooperative, 1GPA offers its Members access to a broad range of vendors whose goods and services have been competitively procured by 1GPA, in coordination with its governmental lead agencies. When conducting competitive solicitations, 1GPA takes all steps necessary to comply with federal, state and local procurement laws applicable to both the Lead Agency identified in the solicitation, as well as to 1GPA. Each Member must make its own independent determination as to (1) whether the Member may, under laws applicable to the Member, lawfully purchase particular goods or services through purchasing cooperatives, and (2) whether the Member must comply with any additional procedures required under laws applicable to the Member prior to completing a cooperative purchase. 1GPA makes no representations or warranties to its Members, or to any vendors, regarding such matters.

DEFINITION OF TERMS

A complete list of definitions can be found in the Arizona Administrative Code R7-2-1001. The terms listed below are defined as follows:

"Attachment" means any item the Solicitation requires the Bidder to submit as part of the Bid.

"Bidder" means a person submitting a Bid in response to an Invitation for Bids

"Contract" means the combination of the Solicitation, including the Special Instructions to Bidders, Special Terms and Conditions, and the Specifications and Statement or Scope of Work/Services; the Bid; and any Solicitation Amendments or Contract Amendments, and Member purchase orders.

"*Contract Amendment"* means a written document signed by the 1GPA that is issued for the purpose of making changes in the Contract.

"Contractor" means any person who has a Contract with the 1GPA.

"Cost" means the aggregate cost of all materials and services, including labor performed by force account.

"Days" means calendar days and shall be computed pursuant to A.R.S. 1-243.

"Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.

"Governing Body" means any group comprised of elected or appointed officials, such as School District Governing Boards, City Councils, County Supervisors, Board of Regents, etc., which has the authority to make fiduciary decisions for a Member organization.

"Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

"*Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

"Member" means the non-profit entities, public and private schools (including independent school districts and charter schools), education service centers, colleges, universities, municipalities, counties, political subdivisions, and other governmental entities and agencies throughout the United States that have followed local governing authority allowing them to utilize contracting vehicles procured and administered by 1GPA.

"Offer" means a response to a Solicitation.

"Offeror" means a person submitting an offer in response to a Solicitation.

"Person" means any corporation, business, individual, union, committee, club, other organization or group of individuals.

"Procurement Officer" means the person duly authorized to enter into and administer Contracts and make written determinations with respect to this Solicitation or his or her designee.

"Purchase Order or PO" means the agreed-upon purchase order or other form of binding contract document between the 1GPA member and the Vendor which is used in making a purchase under a 1GPA contract.

"Responsible Bidder or Offeror" means a person who at the time of contract award has the capability to perform the Contract requirements with the integrity and reliability which will assure good faith performance.

"Responsive Bidder or Offeror" means a person who submits a bid or proposal which conforms in all material respects to the Invitation for Bids or Request for Proposals.

"Services" means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

"Solicitation" means an Invitation for Bids ("IFB"), a Request for Proposal ("RFP"), or a Request for Quotations ("RFQ").

"Solicitation Amendment" means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.

"Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

UNIFORM INSTRUCTIONS TO BIDDERS

1. **Inquiries**

A. **Duty to Examine** - It is the responsibility of each Bidder to examine the entire Solicitation, seek clarification in writing, and check its Bid for accuracy before submitting the Bid. Lack of care in preparing a Bid shall not be grounds for withdrawing the Bid after the Bid due date and time nor shall it give rise to any Contract claim.

B. **Solicitation Contact Person** - Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person.

C. **Submission of Inquiries** - Questions and/or clarifications concerning this IFB will be accepted in writing through September 14, 2022, by 5:00 p.m. Request may be transmitted via email or submitted through the OpenGov Procurement online portal. Responses and amendments to this IFB, if necessary, are scheduled to be issued by September 19, 2022 by 5:00 p.m. No Bidder may rely upon oral responses made by any 1GPA employee or any representative. Questions and/or clarifications concerning this IFB shall be directed to Rebecca Seifert, Procurement Specialist at rseifert@1GPA.org or submitted via the OpenGov Procurement portal located at https://procurement.opengov.com/portal/1gpa.

D. **Solicitation Amendments/Addenda** - The Solicitation shall only be modified by a Solicitation Amendment or Addendum. 1GPA will not be responsible for Bidders adjusting their Bid based on oral instructions by any member of 1GPA or lead agency personnel.

E. **Pre-Bid Conference** - If a Pre-Bid Conference has been scheduled under this Solicitation, the date, time, and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. A Bidder should raise any questions it may have about the Solicitation or the procurement at that time. A Bidder may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum.

F. **Bid Opening:** Bids shall be electronically submitted via OpenGov Procurement prior to the specified due date and time. Bids shall be opened immediately following the bid due date and time, and at the place designated on the cover page of this document, unless amended in writing by 1GPA. The name of each Bidder and the pricing submitted will be read at this time. All Bids and any modifications and other information received in response to the Invitation for Bid shall be shown only to authorized 1GPA personnel having a legitimate interest in the evaluation. After contract award, the Bids and evaluation document shall be open for public inspection.

G. **Time Stamp**: Bids will be time stamped when received by OpenGov Procurement. Bids will be accepted up to but no later than the time indicated in the Invitation for Bid (IFB). Bids received after the time stated in the IFB will not be considered and will remain unopened. Bidders assumes the risk of any delay in their submission. 1GPA strongly recommends that you give yourself sufficient time and at least **ONE (1) day** before Bid Due Date and Time to begin the uploading process and to finalize your submission.

H. **Persons with Disabilities** - Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

2. **Bid Preparation**

A. **Forms:** - A Bid shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form.

B. **Typed or Ink Corrections**. - The Bid should be typed or in ink. Erasures, interlineations or other modifications in the Bid should be initialed in ink by the person signing the Bid. Modifications shall not be permitted after Bids have been opened except as otherwise provided under R7-2-1030.

C. **Signature(s) on Bids** - The Bid and Contract Acceptance document should be submitted with an original ink signature or electronic signature by the person authorized to sign the Bid. Failure to sign the Bid and Contract Acceptance document may result in rejection of the Bid.

D. **Exceptions to Terms and Conditions** - All exceptions included with the Bid shall be submitted in a clearly identified separate section of the Bid in which the Bidder clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Bidder's preprinted or standard terms will not be considered as a part of any resulting Contract. A Bid that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.

E. **Subcontracts** - Bidder shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Bid.

F. **Cost of Bid Preparation** - 1GPA will not reimburse any Bidder the cost of responding to a Solicitation.

G. **Solicitation Amendments/Addenda** - Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum should be acknowledged by the person signing the Bid. Failure to acknowledge a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum may result in rejection of the Bid.

H. **Provision of Tax Identification Numbers** - Bidders are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Bid and Acceptance form and provide the tax rate and amount, if applicable, on the Price Sheet.

I. **Taxes**:

1. **Federal Excise Tax** - Arizona School Districts/public entities are exempt from certain Federal Excise Tax on manufactured goods.

2. **Transaction Privilege Taxes** - Arizona School Districts/public entities are subject to all applicable state and local transaction privilege taxes. Transaction Privilege Taxes in Arizona include State, County and City taxes.

3. **Property Taxes** - Arizona School Districts/public entities do not pay state property taxes.

4. **Taxes on Shipping** - Transaction privilege tax may not be collected on delivery charges to the Member's location if separately stated on the invoice.

5. **Payment of Taxes** – Member is responsible for payment for all taxes listed on the invoice. Contractor is responsible for collection such taxes and shall forward all taxes to the proper revenue office.

All Other States - Other states may have different tax requirements and laws. The tax laws in each state shall be followed by the awarded vendor. It is the responsibility of the vendor to be familiar with the laws and statutes in the state in which they are conducting business.

J. **Disclosure** - If the firm, business, or person submitting this Bid has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Bidder shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Bid. The Bidder shall include a letter with its Bid setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.

K. **Solicitation Order of Precedence** - In the event of a conflict in the provisions of this Solicitation and any subsequent contracts, the following shall prevail in the order set forth below:

1. Addenda/Amendments;
2. Special Terms and Conditions;

3. Uniform General Terms and Conditions;
4. Scope of Work/Specifications;
5. Attachments;
6. Exhibits;
7. Special Instructions;
8. Uniform Instructions to Bidders.

L. **Delivery** - Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s). Contractor shall provide delivery of goods, and/or performance of services in accordance with the needs of the 1GPA Member. Products delivered must conform to the products listed under this contract and may not be substituted with nonconforming products. Contractor agrees to pay for and arrange for return of goods that are defective.

3. **Submission of Bid**

A. **Bid Submission** - Each Bid shall be submitted electronically to OpenGov Procurement by the due date and time at https://procurement.opengov.com/portal/1gpa. Submittal instructions for OpenGov Procurement can be found on the last page of this document under Exhibit A. 1GPA will not consider a bid submitted by any other method other than OpenGov Procurement.

B. **Bid Amendment or Withdrawal** – A Bidder may modify or withdraw a Bid in writing at any time before Bid opening if the modification or withdrawal is received before the Bid due date and time designated in the Solicitation. A Bid may not be amended or withdrawn after the Bid due date and time except as otherwise provided under R7-2-1028.

C. **Public Record/Confidentiality** - Under applicable law, all Bids submitted and opened are public records and must be retained by 1GPA. Bids shall be open to public inspection after Contract award, except for such Bids deemed to be confidential by 1GPA pursuant to R7-2-1006.

If Bidder believes that its Bid contains trade secrets or other proprietary data not be disclosed as otherwise required by A.R.S. §39-121, a statement advising 1GPA of this fact shall accompany the Bid, and the information shall be so identified wherever it appears. Requests to deem the entire Bid as confidential, contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.

D. **Certification** - By signing the Bid and Acceptance form or other official contract form, the Bidder certifies that:

1. The prices have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Bidder or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, a Bid for the purpose of restricting competition. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Bid and that the Bidder has taken steps and exercised due diligence to ensure that no violation of A.R.S. § 15-213(O) has occurred; and

2. It does not discriminate against any employee, applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment, including, Federal Executive Order 11246, Arizona State Executive Order 99-4, 2000-4, A.R.S. §41-1461 through 1465; and

3. The Bidder warrants that it and all proposed subcontracts will maintain compliance with Federal Immigration and Nationality Act (FINA), ARS § 41-4401 and § 23-214, and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program; and

4. The Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Bid. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection

of the Bid. Signing the Bid with a false statement shall void the Bid, any resulting contract and may be subject to legal remedies provided by law; and

5. By submission of this Bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency or otherwise lawfully prohibited from participating in any public procurement activity, including, but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body; and

6. By submission of this Bid, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal Contract, grant, loan or cooperative agreement; and

7. In accordance with ARS § 35-392, the Bidder is in compliance and shall remain in compliance with the Export Administration Act.

8. The Bidder warrants that it and all proposed subcontracts are not currently engaged in, and agrees for the duration of this Contract/Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393 and Texas Gov't Code 2270.002.

9. The Bidder warrants that it shall comply with the fingerprinting requirements, unless otherwise exempted, in accordance with A.R.S. § 15-512.

4. **Additional Information**

A. **Unit Price Prevails** - Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

B. **Taxes** - The amount of any applicable transaction privilege or use tax of a political subdivision of the state of Arizona is not a factor in determining the lowest Bidder.

C. **Late Bids, Modifications or Withdrawals** - A Bid, Modification or Withdrawal submitted after the exact Bid due date and time shall not be considered except under the circumstances set forth in R7-2-1028(B).

D. **Disqualification** - The Bid of a Bidder who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.

E. **Bid Acceptance Period** - A Bidder submitting a Bid under this Solicitation shall hold its Bid open for the number of days from the due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Bid acceptance, the number of days shall be ninety (90).

F. **Payment** - Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.

G. **Waiver and Rejection Rights** - Notwithstanding any other provision of the solicitation, 1GPA reserves the right to:

1. Waive any minor informality;
2. Reject any and all Bids or portions thereof; or
3. Cancel the Solicitation.

5. **Award**

A. **Number or Types of Awards** - Where applicable, the 1GPA reserves the right to make multiple awards or to award a Contract by individual line item, by a group of line items, or categories, by an incremental award, by region, or by location, as indicated within the Special Instructions, Terms and Conditions. The award will be limited to the least number of Bidders that 1GPA determines is necessary to meet the needs of its Members.

B. **Contract Inception** - A Bid does not constitute a Contract nor does it confer any rights on the Bidder to the award of a Contract. A Contract is not created until the Bid is accepted in writing by 1GPA and the Lead Agency with an authorized signatures on the Bid and Acceptance form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Bid.

C. **Effective Date** - The effective date of this Contract shall be the date that 1GPA and the Lead Agency signs the Bid and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

6. **Protests**

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with 1GPA/lead agency representative, Christy Knorr, Vice President.

A. Protest shall include:

1. The name, addresses, and telephone number of the interested party;
2. The signature of the interested party or the interested party's representative;
3. Identification of the purchasing agency and the Solicitation or Contract number;
4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
5. The form of relief requested.

B. The interested party shall supply any other information requested by 1GPA or lead agency within 10 days of the request.

C. The interested party may file a written request with the district representative for an extension of the time limit for providing additional information set forth in subsection (B). The written request shall be filed before the expiration of the time limit set forth in subsection (B) and shall set forth good cause as to the specific reason that the interested party is unable to provide the additional information with the 10 days. The district representative shall approve or deny the request in writing, state the reasons for the determination, and if an extension is granted, set forth a new date for submission of the filing.

D. Protests based upon alleged improprieties in a solicitation that are apparent before the due date and time for responses to the Solicitation, shall be filed before the due date and time for responses to the Solicitation.

E. In cases other than those covered in section D of the section, the interested party shall file the protest within 10 days after 1GPA makes the procurement file available for public inspection.

F. The interested party may file a written request for an extension of the time limit for protest filing. The written request for an extension shall be filed with the 1GPA Representative before the expiration of the time limit and shall set forth good cause as to the specific action or inaction of 1GPA that resulted in the interested party being unable to file the protest within the 10 days. The 1GPA representative shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.

UNIFORM TERMS AND CONDITIONS

1. **Cooperative Purchasing** –

   A. **Cooperative Purchasing** - This contract is based on the need for 1GPA to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members. Although contractors may restrict sales to certain public units (e.g. state agencies, local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any members are preferred.

   B. **Cooperative Purchasing Agreements** - Cooperative Purchasing Agreements between 1GPA and its Members have been established under all procurement laws.

   C. **Cooperative Purchasing Contracts** - Bidder agrees all prices, terms, warranties, and benefits granted by Bidder to Members through this contract are comparable to or better than the equivalent terms offered by Bidder to any present customer meeting the same qualifications or requirements.

   Nothing in this solicitation is intended to establish a most favored customer relationship between 1GPA and contractor. Contractor may respond to any solicitation without regard to this contract. If contractor offers lower prices to any of its other customers, it may lower its prices to 1GPA at the same time by written notice.

   D. **Non-Exclusive Contract** - Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of 1GPA members. 1GPA and its membership reserve the right to obtain like goods and services from other sources.

   E. **Lead Agency** - A Lead Agency is a well-established and well respected government agency who facilitates the competitive bidding process by being a part of the process from start to finish. The Lead Agency also provides Board Approval for the award of contracts resulting from each Solicitation. The Lead Agency for this IFB is Mary C. O'Brien Accommodation School/Pinal County ESA.

2. **Contract Interpretation**

   A. **Application of Law** - The Arizona Procurement Code, Title 41, Chapter 23, applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.

   For all other states this procurement shall be governed by, construed, and enforced in accordance with the laws of each state in which 1GPA is conducting business under this contract. It is the responsibility of the awarded vendor and member to ensure this solicitation and ensuing contract complies with the State laws in which they are conducting business regarding use of a cooperative contract.

   B. **Implied Contract Terms** - Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

   C. **Relationship of Parties** – Vendors receiving contracts under this solicitation are independent contractors. Neither party to this contract, nor any Member, shall be deemed to be the employee or agent of the other party to the contract.

   D. **Severability** - The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract.

   E. **No Parol Evidence** - This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

   F. **No Waiver** - Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. **Contract Administration and Operation**

A. **Records** - Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.

B. **Audit** - At reasonable times during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by 1GPA or Member and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

C. **Inspection and Testing**. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. 1GPA or its Members shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If 1GPA or Member determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by 1GPA or Member for testing and inspection.

D. **Notices** - Notices to the Contractor required by this Contract shall be made by 1GPA to the person indicated on the Bid and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to 1GPA required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.

E. **Advertising and Promotion of Contract** - Bidder shall not advertise or publish information concerning this solicitation prior to an award being announced by 1GPA. After award, contractor(s) may advertise the availability of products and services to Member. Any promotional marketing materials using the 1GPA logo must be approved by 1GPA in advance.

F. **Administration Fee** - 1GPA has an Administrative Fee of .01 (1%). The Administrative Fee shall be included in the Bidder's net pricing and is the responsibility of the contractor. Vendor shall not add the administration fee to approved contract prices post award. The Administrative Fee shall be a part of the Vendor's unit prices and is not to be charged directly to the customer in the form of a separate line item.

G. **Usage Reports –** The Usage Report will be the established communication between the awarded contractor and 1GPA of all contract activity. The contractor shall provide contract Usage Reports to 1GPA on a regular schedule as established by the contractor. 1GPA will accept Monthly or Quarterly reporting arrangements which shall be made at the time of contract award.

H. **Submission of Usage Reports** – Within ten (10) days following the end of the arranged reporting schedule, the contractor shall submit their Usage Report via the 1GPA Vendor Portal.

I. **Purchase Orders/Contracts -** All purchase orders and/or contracts issued to the contractor in reference to 1GPA shall be submitted at the same time as the Usage Report. All purchase orders and/or contracts should be zipped in a single file and submitted as an attachment in the same email as the usage report in which they are referenced. 1GPA is audited on an annual basis & documentation is necessary for compliance. Failure to submit purchase orders and/or contracts may result in contract cancellation. 1GPA awarded vendors will need to verify the entity is a Member by checking the membership list at the link below before accepting Purchase Orders. If the entity is not on the membership list then the vendor will need to request the entity to reach out to 1GPA and sign and get approved the 1GPA membership.

https://www.dropbox.com/s/9i5d6xhsmob7hcp/1%20-%20PUBLISHED%20Membership%20List.xlsx?dl=0

J. **Invoicing of Administration Fee –** Upon receipt of contractor's Usage Report, 1GPA will generate an invoice which is calculated as: Administrative Fee (1%) multiplied by the Total Sales Transactions as stated in the Usage Report. Contractor's failure to remit administrative fees in a timely manner consistent with the contract's requirements may result in 1GPA exercising any recourse available under the contract or as provided for by law. All administrative fees not paid when due shall bear interest at a rate of 1 1/2% per month until paid in full.

Administrative Fees shall be paid to "1GPA" and mailed to:
1910 W. Washington Street
Phoenix, AZ 85009

4. **Costs and Payments**

A. **Ordering Procedures** - Purchase Orders are issued by 1GPA members to the Vendor according to this Contract. Members and Vendors must send Purchase Orders to 1GPA at maiken@1gpa.org.

B. **Billings** – Contractor shall invoice Member after delivery of goods and/or services. All invoices shall list the applicable Member purchase order and 1GPA contract number. Contractor will invoice Member directly.

C. **Payment** – Payment terms are Net thirty (30) from receipt of Contractor's invoice

D. **Progress Payments** - 1GPA will permit Members to make progress payments under the following conditions:
1. Member and Contractor agree to the terms of the progress payments prior to issuing a purchase order
2. Purchase order describes the amounts or percentages and the dates or frequency of payments
3. Payments are made in full compliance with Member's local governing entity rules

E. **Tax Indemnification** - Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the Member 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.

F. **IRS W-9** - In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with each Member.

G. **Availability of Funds for the Next Fiscal Year** - Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the Member for any payment that may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. It is the responsibility of the Member to make reasonable efforts to secure such funds.

5. **Contract Changes**

A. **Amendments** - The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and or applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.

B. **Subcontracts** - The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

C. **Assignment and Delegation** - Contractor shall not assign any right or interest nor delegate any duty under this Contract without the prior written approval of 1GPA. 1GPA shall not unreasonably withhold approval.

D. **Novation** - If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. 1GPA reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.

E. **Contract Placed on Hold** - 1GPA shall have the ability to place a contract on hold, if it is deemed necessary to address ongoing problems with an awarded contract. Details of the decision to place the contract on hold shall be provided in a written deficiency notice. A reasonable amount of time shall be provided to contractor to address issues in the written deficiency notice.

6. **Risk and Liability**

A. **Risk of Loss** - Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

B. **General Indemnification** - To the extent permitted by law, 1GPA and its Members shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.

C. **Indemnification - Patent and Copyright** - To the extent permitted by law, Contractor shall indemnify and hold harmless 1GPA and its Members against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the 1GPA or Member of materials furnished or work performed under this Contract. 1GPA or Member shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

D. **Force Majeure**

1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

2. Force Majeure shall <u>not</u> include the following occurrences:

   a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
   b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
   c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

7. **Warranties**

A. **Liens** - The Contractor warrants that the materials supplied under this Contract are free of liens.

B. **Quality** - Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the School District/Public Entity of the materials or services, they shall be:

1. A quality to pass without objection in the trade under the Contract description;

2. Fit for the intended purposes for which the materials or services are used;

3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;

4. Adequately contained, packaged and marked as the Contract may require; and

5. Conform to the written promises or affirmations of fact made by the Contractor.

C. **Fitness** - Contractor warrants that any material or service supplied to 1GPA or its Members shall fully conform to all requirements of the contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

D. **Inspection/Testing** - The warranties set forth in in this section shall not affected by inspection or testing of, or payment for the materials or services by 1GPA Members.

E. **Compliance with Applicable Laws** - The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable licenses and permits.

F. **Survival of Rights and Obligations after Contract Expiration or Termination**

1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, 1GPA and its Members are not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. **Contractual Remedies**

A. **Right to Assurance** - If 1GPA in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, 1GPA may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at 1GPA's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.

B. **Nonconforming Tender** - Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, 1GPA may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

C. **Right of Offset** - 1GPA and its Members shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred or damages assessed by 1GPA or its Members concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

9. **Contract Termination**

A. **Cancellation for Conflict of Interest** - Pursuant to A.R.S. 38-511 and R7-2-1087(F) 1GPA may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of 1GPA is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

B. **Personal Gifts or Benefits** - 1GPA may, by written notice, terminate the Contract, in whole or in part, if 1GPA determines that any person or vendor has offered, conferred or agreed to confer any personal gift or benefit on any employee who supervised or participated in the planning, recommending, selecting or contracting of the Contract, in accordance with A.R.S. § 15-213(O) and R7-2-1087(G).

C. **Gratuities** - 1GPA may, by written notice, terminate the Contract in whole or in part, if 1GPA determines that employment or a gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of 1GPA for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including making of any determination or decision about contract performance in accordance with R7-2-1087(H).

D. **Suspension or Debarment** - 1GPA may, by written notice to the Contractor, immediately terminate this Contract if 1GPA determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.

E. **Termination for Convenience** - 1GPA reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of its Members without penalty recourse. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination.

F. **Cancellation for Non-Performance or Contractor Deficiency** – 1GPA may terminate any contract if Members have not used the contract, or if purchase volume is determined to be “low volume” in any 12-month period. 1GPA reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. 1GPA may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

1. Providing material that does not meet the specifications of the contract;
2. Providing work and/or material that was not awarded under the contract;
3. Failing to adequately perform the services set forth in the scope of work and specifications;
4. Failing to complete required work or furnish required materials/product within a reasonable amount of time;
5. Failing to make progress in performance of the contract and/or giving 1GPA reason to believe that the contractor will not or cannot perform the requirements of the contract; and or
6. Performing work or providing services under the contract prior to receiving a Member’s purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to 1GPA. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

G. **Contractor Cancellation**: Contractor may cancel this contract at any time upon thirty (30) days prior written notice to 1GPA or on the yearly anniversary of the contract. Termination shall have no effect on projects in progress at the time the notice of cancellation is received by 1GPA.

H. **Continuation of Performance through Termination** - The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. **Contract Claims**

Contract claims and controversies under this Contract shall be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1155 through R7-2-1159.

Any dispute involving a 1GPA member and Vendor outside of Arizona shall be governed by the laws of the state of the 1GPA member, without regard to its provisions on conflicts of laws, and exclusive jurisdiction and venue shall lie in the city, county, and state of the 1GPA member.

11. **Federal and State Requirement**

UNIFORM TERMS AND CONDITIONS

A. **Compliance with Federal and State Requirements** - Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations.

Vendor shall comply, when working on any federally assisted projects with the following:

1. The Contract Work hours and Safety Standards Act, (40 U.S.C. §3701 – 3708; 29 CFR Part 5)
2. Davis-Bacon Act, (40 U.S.C. §276a / 29 CFR Part 5)
3. Copland Anti-Kickback Act, (18 U.S.C. §874 / 29 CFR Part 5)
4. Equal Opportunity Employment requirements (Executive Order 11246 and 11375 / 41CFR Chapter 60)
5. McNamara-O'Hara Service Contract Act (41 U.S.C. 351),
6. Section 306 of the Clean Air Act (42 U.S.C. § 1857h,
7. Section 508 of the Clean Water Act (33 U.S.C. § 1368),
8. Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15).
9. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)
10. Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81 ("EDGAR"),
11. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871)
12. All applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds to 1GPA members.

B. **Offshore Performance** - Due to security and identity protection concerns, direct services under any subsequent contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the school district(s) or charter school(s) or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

C. **Contractor's Employment Eligibility** - By entering the contract, Contractor warrants compliance with ARS § 41-4401, ARS § 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. 1GPA or Member may request verification of compliance from any Contractor or subcontractor performing work under this Contract. 1GPA or Member reserves the right to confirm compliance in accordance with the applicable laws. Should 1GPA or Member suspect or find that the Contractor or any of its subcontractors are not in compliance, 1GPA or Member may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default and suspension, and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

D. **Davis-Bacon** – For Federally funded projects subject to the Davis-Bacon Act, the Member shall specify the applicable Davis-Bacon wage decision, prior to the contractor providing a firm price quotation for the proposed project. The wage decision shall be identified by the WD Number, modification number, and date of the wage decision.

E. **Fingerprint and Background Checks** - In accordance with ARS § 15-512(H), a contractor, subcontractor or vendor, any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school may be required to obtain a valid fingerprint clearance card pursuant to Title 41, Chapter 12, Article 3.1. An exception to this requirement may be made as authorized in governing board policy of the Member District.

F. **Terrorism Country Divestments** - Per ARS § 35-392, 1GPA and its Members are prohibited from purchasing from a company that is in violation of the Export Administration Act.

G. **Registered Sex Offender Restrictions** - For work to be performed at schools, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when

students are or are reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

H. **Affordable Care Act** - Vendor understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). Contractor shall bear sole responsibility for providing health care benefits for its employees who provide services to the District as required by state or federal law.

I. **Boycott of Israel** – Arizona public entities and other states as applicable, the member may not enter into a contract with a company that is currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.

J. **2 CFR Section 200 (EDGAR)** – When a 1GPA Member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200. All Vendors submitting bids must complete the 2 CFR 200 Certification Form contained within this document.

K. **Minority Businesses** – 1GPA and its Lead Agency have taken all necessary affirmative steps to assure minority businesses, women's business enterprises, and labor surplus area firms are notified of any bidding opportunities when possible according to 2 CFR Part 200.321.

L. **Civil Rights Compliance** - In accordance with 7 CFR Part 210.23, Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

M. **Texas House Bill 1295 Certificate of Interested Parties** – For contract entered into or after January 1, 2016, Texas Government Code Chapter 2252.908 (H.B. 1295) states that a Texas governmental entity or state agency may not enter into a contract unless the business entity submits a disclosure of interested parties to the governmental entity or state. The law applies only to a contract that either (1) requires an action or vote by the governing body or (2) has a value of at least $1 million. Information from the Commission regarding the requirements, including rules and filing information, are available at the following links:

https://www.ethics.state.tx.us/tec/1295-info.htm
https://www.ethics.state.tx.us/whatsnew/faq_form1295.html
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

It is the responsibility of vendors to determine the applicability of, and comply with, all disclosure laws of House Bill 1295.

SPECIAL TERMS AND CONDITIONS

1. **TERM OF CONTRACT:** It is 1GPA's intent to award a multi-term contract. The initial term of the resultant contract shall start on November 16, 2022 and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.

2. **CONTRACT EXTENSION:** 1GPA reserves the right to unilaterally extend the period of any resultant contract month to month beyond the stated expiration date if that is determined to be in the best interests of Members. In addition, by mutual written agreement, any resultant contract may be extended for a supplemental period up to a maximum of forty-eight (48) months in twelve (12) month increments.

3. **RENEWAL OF CONTRACT:** Conditions for renewal of the contract shall include, but are not limited to: contract usage, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to the contract requirements, and continued competitive prices for the materials and services provided under the contract.

4. **CONTRACT TYPE**: The term contract shall be a percent of discount off manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities.

5. **FORM OF CONTRACT:** The form of contract for this solicitation shall be the Invitation for Bid, and the awarded Bid(s), and properly issued purchase orders incorporating each member's specific policies and P.O. terms and conditions referencing the requirements of the Invitation for Bid. Partial offers will be considered.

6. **SUPPLEMENTAL AGREEMENTS:** The 1GPA Member and Contractor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this Solicitation such as invoice requirements, on campus service specifics, etc. Any supplemental agreement developed as a result of this Solicitation is exclusively between the Member and Contractor and may not materially change any of the terms and conditions contained herein. 1GPA, its agents, members and employees shall not be made party to any claim for breach of such agreement. Any supplemental agreement between the Member and Contractor is exclusively between the Member and the Contractor and will be subject to immediate cancellation by the Member (without penalty) if, in the opinion of the Member, the quality, service and specification requirements and/or the terms and conditions are not maintained as stated in the supplemental agreement.

7. **BID ACCEPTANCE PERIOD**: In order to allow for an adequate evaluation, 1GPA requires a Bid in response to this solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.

8. **PRE-BID CONFERENCE**: Prospective Bidders are invited to attend a pre-bid conference. The date, time and location of this conference are indicated below. The purpose of this conference will be to clarify the contents of this solicitation in order to prevent any misunderstanding of 1GPA's position. Any doubt as to the requirements of this solicitation or any apparent omission or discrepancy should be presented to 1GPA at this conference. 1GPA will then determine the appropriate action necessary, if any, and issue a written amendment to the solicitation. Oral statements or instructions shall not constitute an amendment to this solicitation.

   Conference Date: August 31, 2022
   Conference Time: 10:00 AM Arizona time
   Conference Location: Online through Zoom (see cover page for more information)

9. **ELECTRONIC SUBMITTAL - REQUIRED:** An electronic submission is **required**. The electronic submission is to be uploaded online through OpenGov Procurement. Submittal instructions for OpenGov Procurement are found on the last page of this document under Exhibit A.

SPECIAL TERMS AND CONDITIONS

10. BID OPENING: Bids shall be opened on the date and time, and at the place designated on the cover page of this document, unless amended in writing by 1GPA. The name of each Bidder and pricing submitted shall be read at this time. All Bids and any modifications and other information received in response to the Invitation for Bid shall be shown only to authorized 1GPA personnel having a legitimate interest in the evaluation. After contract award, the Bids and evaluation document shall be open for public inspection.

Opening Date: September 27, 2022
Opening Time: 11:00 AM Arizona Time
Opening Location: Online through Zoom (see cover page for more information)

11. TIME STAMP Bids will be time stamped when received by OpenGov Procurement. Bids will be accepted up to but no later than the time indicated in the Invitation for Bid (IFB). Bids received after the time stated in the IFB will not be considered and will remain unopened. Bidder assumes the risk of any delay in their submission. 1GPA strongly recommends that you give yourself sufficient time and at least **ONE (1) day** before Bid Due Date and Time to begin the uploading process and to finalize your submission.

12. AWARD: Contract(s) shall be awarded to the lowest responsible and responsive Bidder(s) whose Bid(s) conforms in all material respects to the requirements and evaluation criteria set forth in the Invitation for Bids. No criteria may be used in bid evaluation that is not set forth in the Invitation for Bids. The amount of any applicable transaction privilege or use tax of a political subdivision of the state of Arizona is not a factor in determining the lowest Bidder.

13. MULTIPLE AWARDS: 1GPA has a large number and variety of potential using districts and agencies at locations throughout the United States. In order to assure that any ensuing contracts will allow 1GPA to fulfill current and future requirements; 1GPA reserves the right to award contracts to multiple vendors. Such decision will be based upon consideration for Members' experience with existing products and systems, brand continuity for parts replacement and future expansion, contractor's ability to provide for a large diverse Membership, geographic areas served. The actual use of any contract will be at the sole discretion of 1GPA members. Contracts will be awarded, as applicable, by individual line item, groups of line items, or categories, incrementally, by region, or by location. The awards will be limited to the least number of Bidders that 1GPA determines is necessary to meet the needs of it's Members. Bidder should consider the fact that 1GPA may award multiple contracts in preparing their response. The fact that 1GPA may make multiple contracts, award only one contract, or to make no awards rests solely with 1GPA. **Bidders are not required to Bid on all items specified in this Bid.**

14. ADMINISTRATION FEE: 1GPA's .01 (1%) administration fee shall be included in Bidder's net price. Contractor shall not add the administration fee to approved contract prices.

15. PRICING: Contract pricing must be based upon:
1) Fixed discount(s) off published price list(s) or catalog(s)
2) Firm fixed/unit price
3) A combination of the above

16. COMBINATION PRICING: Offers for combination contracts shall clearly identify items covered by discount(s) and those with fixed prices. Prices for such contracts shall be adjusted as identified for the appropriate contract type above.

17. DISCOUNTS: Discount offers must clearly identify the minimum percentage of discount to apply to either a manufacturer's published price lists, vendor published catalog, advertised price list, or shelf prices for contract

purchases as applicable. At the time of purchase, Contractor may offer deeper discounts, based on volume or other factors, as applicable. If multiple discounts apply, vendor shall clearly indicate the discounts and applicable materials or services. There will be no reduction of minimum discount(s) during the life of the contract.

18. **PRICE ADJUSTMENT FOR DISCOUNT PRICING:** Revised manufacturer published price lists, and/or catalogs may be submitted for review throughout the term of the contract. Manufacturer published price lists should be submitted in PDF format and should not be contained in an Excel workbook generated by the vendor. 1GPA shall determine whether the requested revised pricing or an alternate option is in the best interest of its Members. Revised manufacturer's published price lists, and/catalogs will not become effective until submitted to 1GPA.

19. **PRICE ADJUSTMENT FOR FIXED PRICING:** Fixed price schedules may be submitted for any or all items bid under the contract. **Fixed prices shall be firm until each anniversary date of the contract.** In the event of an occurrence of one or more allowable economic price adjustment contingencies, contract vendor may submit a **fully documented** request for a fixed price list adjustment to 1GPA that includes a letter from the manufacturer clearly stating the amount of increase and product lines affected. Vendor shall also submit supporting documentation that demonstrates that any requested price increase was unpredictable at the time of price list submittal and results from an increased cost to contract vendor that was out of contract vendor's control. Revised price adjustments for fixed pricing will not become effective until approved by 1GPA.

20. **PRICE REDUCTION:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.

21. **VOLUME DISCOUNTS/PROMOTIONAL SALES:** The awarded vendor may offer volume discounts and/or promotional sales at any time during the Contract. Discounted/promotional sale prices shall not exceed the current contract price. The price reduction shall be available to all Members making qualified purchases under the Contract. A contract amendment is not necessary in order to offer Members promotional sales for contract items.

22. **NEW PRODUCT:** New products/services may be added during the term of the contract upon written request providing it is within the original scope of this RFP. All request are subject to review and approval by 1GPA. Successful vendor shall be responsible for notifying 1GPA of all discontinued products in writing.

23. **TRAVEL EXPENSE REIMBURSEMENT:** Vendor shall be responsible for travel arrangements and expenses. Travel expenses may be billed for certain in-state and out-of-state travel expenses on a case-by-case basis. Vendor shall seek Member approval before billing for any in-state or out-of-state travel expenses. If approved by the Member, in-state and out-of-state travel expenses shall be reimbursed in accordance with the Member's state travel policy. The travel policy may be accessed via the internet at the US General Services Administration's website: https://www.gsa.gov/travel/plan-book/per-diem-rates.

24. **QUANTITIES:** 1GPA estimates considerable activity resulting from this award. Based on historical data from previous contracts as well as member surveys, 1GPA estimates usage of this contract to be $10 Million to $25 Million annually. A current list of 1GPA Members may be found at:

    https://www.dropbox.com/s/9i5d6xhsmob7hcp/1%20-%20PUBLISHED%20Membership%20List.xlsx?dl=0

    1GPA makes no guarantee or commitment of any kind concerning quantities that will actually be purchased. 1GPA makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this Solicitation.

SPECIAL TERMS AND CONDITIONS

25. MEMBERSHIP VERIFICATION: 1GPA awarded vendors will need to verify the entity is a Member by checking the membership list at the link above, in paragraph 24, before accepting Purchase Orders. If the entity is not on the membership list they will need to contact 1GPA to obtain approval for the 1GPA membership.

26. SHIPPING TERMS: Prices shall be F.O.B. Destination or F.O.B. Destination Freight Allowed as indicated under Tab 3-Shipping and Other Fees of the Cost Form to Member's location. Vendor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. 1GPA Members will notify the vendor promptly of any damaged goods and shall assist the vendor in arranging for inspection.

27. DELIVERY: **Unless otherwise agreed upon between Contractor and a Member**, delivery is desired within thirty (30) days of receipt of purchase order. Any outstanding items delivered after this date may be canceled and deleted from the purchase order. Contractor shall be responsible for delivery of items in good condition at point of destination and return of all items that do not meet specifications. Contractor shall file with carrier all claims for breakage, imperfections and losses, which will be deducted from invoices.

28. INSTALLATION AND TRAINING: Proposed price for initial installation must include complete installation along with any necessary supplies. The Contractor shall train the designated Member personnel on the proper use and care of equipment supplied immediately after delivery and installation of the equipment. Installation shall not be considered complete until all designated Member personnel have been trained.

29. PROTECTION OF MEMBERS: The Bidder shall protect all furnishings from damage and shall protect the Member's property from damage or loss arising in connection with this contract. He shall make good any such damage, injury or loss caused by his operations, or those of his employees, to the satisfaction of the Member. The Bidder shall confine his equipment, storage of materials and the operation of his workmen to the limits as indicated by the Unit Foreman in the area in which the work is being performed. Any damage caused to Member's facilities, lawns, etc., shall be repaired immediately or replaced at no expense to the Member.

The successful Bidder shall take all necessary precautions for the safety of students, employees and the public, and shall comply with all applicable provisions of Federal, State and Municipal Safety Laws. He agrees that he is fully responsible to the Member for the acts and omissions of any and all persons whether directly or indirectly employed by him. He shall maintain such insurance as will protect him and the Member from claims or damage for personal injury, including death, which may arise from operations under this contract.

30. BRAND NAMES: Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict a Bid by any vendor but is only enumerated in order to advise potential Bidder of the requirements of 1GPA. Any Bid which proposes like quality, design or performance will be considered.

31. NEW EQUIPMENT: All equipment supplied pursuant to this specification shall be new, unused, and the most current model available at time of order.

32. CURRENT PRODUCTS: All products being offered in response to this solicitation shall be in current and ongoing production and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

33. DEFECTIVE PRODUCTS: All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor.

SPECIAL TERMS AND CONDITIONS

34. EQUIPMENT AND PRODUCT RECALL NOTICES: In the event of any recall notice, technical service bulletin, or other important notification affecting equipment or product purchased from this contract, a notice shall be sent to the Contract Administrator with 1GPA and the Member. It shall be the responsibility of the contractor to assure that all recall notices are sent directly to the agency Member Representative.

35. SAFETY STANDARDS: All items supplied on this contract must comply with the current applicable Occupational Safety and Health Administration standards, standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards and any other applicable state, federal or local safety standards/codes.

36. RESPONSIBILITY OF BIDDERS: Factors to be considered in determining if a Bidder is responsible may include:

A. The Bidder's financial, material, personal and other resources, including subcontractors;
B. The Bidder's record of performance and integrity;
C. Whether Bidder is qualified legally to contract with the public entity;
D. Whether Bidder supplied all necessary information concerning its responsibility;
E. Complaints on file with the Registrar of Contractors;
F. Prior litigation history.

37. LICENSES: Contractor shall maintain in current status all federal, state and local licenses and permits required by the operation of the business conducted by the contractor.

38. FEES AND PERMITS: All required fees and permits obtained on behalf of the Member by the installer must be included in the total price as a pass-through cost (no markup).

39. INSPECTION: The job will have a final inspection and acceptance by 1GPA Member staff. Any discrepancies noted during the inspection will be corrected prior to final payment. Field inspections will be performed by Member upon completion of the Project.

40. DAMAGES: The successful contractor shall be liable for any and all damage caused by him or his employees to the 1GPA Member premises. The Bidder shall hold and save 1GPA and Member free and harmless from liability of any nature or kind arising from any use, trespass, or damage occasioned by his operations on premises or third persons.

41. CLEAN UP: The Contractor, at all times, shall keep the premises free from accumulation of waste materials or rubbish caused by construction operations. Upon completion of the work, remove all waste materials and rubbish from and about the Project, as well as tools, construction equipment, machinery and surplus materials.

If the Contractor fails to clean up the work, the 1GPA Member may do so and the cost thereof shall be charged to the Contractor.

Remove all surplus materials and debris of every nature resulting from operations, and return site back in a neat, orderly condition.

42. WARRANTY: All workmanship and materials should be warranted for a minimum of two (2) years from the date of acceptance of the project. This will be submitted in written form to the 1GPA Member at completion of Project.

All items bid shall be covered by the manufacturer's standard warranty.

43. BILLINGS: All billing notices shall identify the specific item(s) being billed. Item(s) are to be identified by name, model/serial number as most applicable. Any purchase/delivery order issued will refer to the contract number resulting from this solicitation.

SPECIAL TERMS AND CONDITIONS

44. INSURANCE: Bidder agrees to maintain such insurance as will fully protect Bidder, 1GPA and its Member from any and all claims under any workers' compensation statute or unemployment compensation laws, and from any and all other claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from work or other activities carried on, under, or facilitated by this Agreement, either by Bidder, its employees, or by anyone directly or indirectly engaged or employed by Bidder. Bidder agrees to maintain such automobile liability insurance as will fully protect Bidder, 1GPA and its Member for bodily injury and property damage claims arising out of the ownership, maintenance or use of owned, hired or non-owned vehicles used by Bidder or its employees, while providing services to 1GPA Members.

Successful Bidder will be required to provide proof of and maintain comprehensive general liability insurance with a limit of not less than $1,000,000 per occurrence and $2,000,000 aggregate coverage. Before any orders are processed under an awarded contract, awarded vendor shall provide a certificate that names 1GPA as the certificate holder. In addition, awarded vendor shall be willing to provide, upon request, a certificate of insurance to any Member using this contract.

Successful Bidder will be required to submit proof of and maintain Worker's Compensation and Employer's Liability Insurance as required by law.

45. SPILLAGE: Contractor will be responsible for the clean-up of a contamination or spillage resulting from products or services provided under the contract resulting from this solicitation.

46. KEY PERSONNEL: It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must agree to assign specific individuals to the key positions.

A. The contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to 1GPA or Member.

B. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days or are expected to devote substantially less effort to the work than initially anticipated, the contractor shall immediately notify 1GPA or Member and shall, subject to the concurrence of the District, replace such personnel with personnel of substantially equal ability and qualifications.

47. DATA, INFORMATION AND RECORDS SECURITY AND PRIVACY: Contractor agrees to comply with all applicable laws and regulations regarding data, information and records security and privacy all of which are incorporated herein by reference in their current forms and as amended at any future time. These include, but are not limited to, Arizona Revised Statute (A.R.S.) §18-552 et seq – Notification of Security System Breaches; A.R.S. §44-7601 et seq – Discarding and Disposing of Records Containing Personal Identifying Information; Family Educational Rights and Privacy Act (FERPA); Protection of Pupil Rights Amendment (PPRA); Health insurance Portability and Accountability Act of 1996 (HIPPA) Privacy and Security Rules; Health Information Technology for Economic and Clinical Health (HITECH) Act; Payment Card Industry Data Security Standards; applicable federal, state and local regulations relating to confidentiality of student records; and any other federal and/or state law governing the privacy of personally identifiable information

48. BIDDER'S EMPLOYEES: Bidder agrees that the individuals provided to 1GPA or Member on a temporary basis are Bidder's, not 1GPA's or Member's employees.

Bidder agrees that it is solely responsible for its own acts and omissions and for those of its employees and that Bidder and any employees working for Bidder are the sole responsibility of Bidder for the purposes of any and all legal requirements, including, but not limited to, obligations and liabilities in the following areas:

Workers' Compensation Insurance
Federal and State Unemployment Taxes
Federal and State Withholding and Reporting Requirements
Unemployment Compensation Insurance
Federal, State, and Local Employment Laws

Bidder agrees that it or its employees are not entitled to any benefits or protections that accrue from an employment relationship with 1GPA, including, but not limited to, health insurance, life insurance, due process rights, and/or vacation/holiday pay.

1GPA will not provide Bidder or its employees any business registrations or licenses that may be required. 1GPA will not combine business operations with Bidder.

Neither Bidder nor its employees are to be considered agents or employees of 1GPA for any purpose. It is understood and agreed that 1GPA does not require Bidder to provide services exclusively to 1GPA and that Bidder and its employees are free to contract to provide services to other companies while it is under contract with the District.

In compliance with all applicable laws, the Bidder shall, at no charge to 1GPA, conduct drug/alcohol testing, fingerprint checks, reference checks and background checks of each individual who will perform services for 1GPA to ascertain that there is no history of behavior that would make the individual unsuitable to work with children or work in a school setting. These checks must be completed before the individual provides any services to the Member. The fingerprint and background checks will be conducted in accordance with applicable laws, including current Arizona Revised Statutes § 15-512 and/or 15-534, as applicable.

At any time, and for any reason, 1GPA or the Member may request or reject any of Bidder's employees.

Bidder agrees to comply with the Member's rules, regulations, and policies, as the Member may modify from time to time.

49. EMPLOYEE IDENTIFICATION: All employees **must** check in at the front office of each Member site. The employee must have an identification badge at all times in clear view, with picture ID and name of firm. In addition, the employee shirt must have the company name on it. Failure to have any of these items will result with the employee being escorted off property.

50. FINGERPRINT & BACKGROUND CHECKS: 1GPA anticipates that services under this contract may cause the contractor and proposed subcontractors to have direct, unsupervised contact with pupils. In accordance with ARS § 15-512(H), a contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall be required to obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, Article 3.1. Therefore, the Contractor and any proposed subcontractors warrant compliance with ARS subsection 41-4401, ARS subsection 23-214, the Federal Immigration and Nationality ACT (FINA) and all other federal, state and local immigration laws and regulations related to the immigration status of its employees. The contractor must have all employees on-site submit to a fingerprint clearance conducted by Department of Public Safety and all employees must carry fingerprint card at all times. These warranties shall remain in effect through the term of the contract.

1GPA or Member may, at its sole discretion, require evidence of compliance during the evaluation process or contract term. Should 1GPA or Member request evidence of compliance, the Contractor and any proposed subcontractors shall have 5 working days from receipt of the request to supply adequate information. Failure to supply the requested information or if 1GPA or Member suspects or finds the Contractor or any of its subcontractors are not in compliance, 1GPA or Member may pursue any and all remedies allowed by law, including, but not limited to: non-consideration of contract award, suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor. All costs associated with verification and any remedies are the sole responsibility of the Contractor and any proposed subcontractor.

51. BID SECURITY: School procurement rules require that all competitive sealed procurement for construction have bid security, if the amount of construction contract will exceed the amount established by R7-2-1002(A). Bid security as a percentage of the bid amount is unacceptable, as this is a term contract with no specific bid amount.

Bidders shall include acceptable bid security in the amount of $100,000 with submission of their Bid.

Acceptable bid security for this solicitation will be a certified check, or an annual or one time bid bond underwritten by a surety company licensed to issue bid bonds in the appropriate state construction with take place, with the principal being the prime contractor and 1GPA being the Agency of Record.

52. PERFORMANCE AND PAYMENT BONDS: Performance and Payment Bonds between the 1GPA member and the prime contractor shall be executed on forms substantially equivalent to the forms provided at the end of this solicitation document if the value of the construction or construction services award exceeds the amount established in R7-2-1002(A), currently $100,000.

Upon execution of a contract between 1GPA member and prime contractor, performance and payment bonds shall be provided to the member as required in R7-2-1103 as applicable. The prime contractor agrees to notify the 1GPA member in writing of this requirement before accepting any work orders. If the prime contractor fails to deliver any required performance or payment bonds, the contract with 1GPA may be terminated. The contractor may be asked to supply copies of performance and payment bonds to 1GPA for administrative purposes.

Performance Bond - The contractor shall be required to furnish an irrevocable security in the amount of 100% of the total contract price payable to the 1GPA Member, binding the contractor to provide faithful performance of the contract.

Payment Bond - The contractor shall be required to furnish non-revocable security for the protection of all persons supplying labor and material to the contractor or any subcontractor for the performance of any work related to the contract. Payment security shall be in the amount of 100% of the total contract price and be payable to the 1GPA Member.

53. MEMBER DELAYS: As required by R7-2-1087(D), the contractor will negotiate with 1GPA Member for the recovery of damages related to expenses incurred by the contractor for a delay for which the 1GPA Member is responsible, that is unreasonable under the circumstances and that was not within the contemplation of the parties to the contract. This negotiation does not void any provision in the contract that requires notice of delays, provides for arbitration or any other procedure for settlement or provides for liquidated damages.

54. PROGRESS PAYMENTS: R7-2-1105 allows for progress payments to the contractor of construction if the contractor agrees to adhere to ARS 41-2577 (B) (D) (F). All progress payments must be invoiced to the 1GPA member. It is the responsibility of the 1GPA member to review and approve any estimates of work completed. Payment shall be made within 14 days after the estimate of the work is certified and approve, except that a percentage of all estimates shall be retained as provided in R7-2-1104. If the 1GPA member issues a written statement to the Bidder that the estimate of work is not approved and certified, the 1GPA member may withhold an amount from the progress payment that

the 1GPA member reasonably expects to incur in correcting the deficiency set forth in the written finding, as permitted in R7-2-1105 (A). In such cases, the Bidder agrees to hold 1GPA harmless for any deficiency payment.

Progress payments may be made to the prime contractor on the basis of a duly certified and approved estimate of work performed during the preceding month. The prime contractor must agree to pay any subcontractors or material suppliers within seven (7) days of their receipt of the progress payment, unless otherwise agreed on in writing between the parties involved.

Once all bonds are in place, the prime contractor and the 1GPA member will agree upon a schedule of payments based on identifiable milestones.

If any payment to the contractor is delayed after the date due, interest shall be paid at the rate of one percent per month, or a fraction of a month, on such unpaid balance as may be due. Any late charges will be the responsibility of the 1GPA Member.

Acceptance of final payment is a waiver of all claims except unsettled claims previously made in writing.

55. RETENTION: Ten (10) percent of all contract payments shall be retained by the 1GPA member as insurance of proper performance of the contractor. Contractor agrees to identify the amount to be retained on invoices to 1GPA member for each progress payment.

When the contract is fifty (50) percent completed, on half of the amount retained shall be paid to the contractor upon the contractor's requests provided the contractor is making satisfactory progress on the contract and there is no specific cause or claim requiring a greater amount to be retained.

After the contract is fifty (50) percent completed, no more than five percent of the amount of any subsequent progress payments shall be retained providing the contractor is making satisfactory progress on the project, except if at any time the governing board of the member determines satisfactory progress is not being made, at which point ten percent retention shall be reinstated.

Retention applies only to amounts payable for construction and does not apply to amounts payable for design services, preconstruction services, finance services, maintenance services, or any other related services included in the contract.

If the 1GPA member and the contractor agree to a substitute security, the agreement must be in full compliance with R7-2-1104 (D)(E)(F)(G). If a substitute security is agreed to, the prime contractor must provide 1GPA member with a signed and acknowledged waiver of any right or power of the obligor to set off any claim against 1GPA member.

SCOPE OF WORK

1) PURPOSE

The purpose of this Invitation for Bid (IFB) is to establish contracts with responsive and responsible firms that provide a wide array of Playground Solutions. The intent is to cover the entire nature of Playground products and services for the use of 1GPA Members on an as-needed basis. Products may include but are not limited to: playground equipment, water play equipment, shade structures, playground surfaces, etc. Any applicable services that align with Playground Solutions such as installation, demolition of existing structures, inspections, maintenance and repairs, consulting, etc. are also included.

1GPA reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the best interest of the Members of 1GPA.

2) BACKGROUND

1Government Procurement Alliance (1GPA), is a non-profit national governmental purchasing cooperative which allows public agencies to take advantage of existing contracts to purchase the goods and services they need from local and national vendors. Eligible using members include school districts, charter schools, universities, colleges, cities, towns, municipalities, counties, states, local governments, federal government, Native American communities, fire districts, and any other political subdivision.

The Pinal County Education Service Agency's (PCESA) Mary C. O' Brien Accommodation District (MCOB) acts as a Lead Agency for 1GPA. PCESA provides programs and services for approximately 45,000 students within 21 public school districts, in addition to the growing number of private and charter schools within Pinal County. Also served by PCESA is a large Indian community including parts of the Tohono O' odham Nation (Papago & Pima Indians), the San Carlos Apache Indian Reservation, and Gila River Indian Community, along with the entirety of the Ak-Chin Indian Community Pinal County was founded in 1875 and is located in the central part of Arizona between Maricopa County (Phoenix) on the north and west sides, Gila County also on the north, Pima County (Tucson) on the south and Graham County on the East. It covers an area of 5,374 square miles. The estimated population in 2017 was 430,200 and growing. The county seat is located in Florence, AZ as is the Pinal County School Superintendent's office.

1GPA currently holds Contract 18-04P Playground Solutions with twelve (12) vendors. The contract is in the fifth and final year, expiring November 16, 2022 at which time this contract will become effective.

3) REFERENCES

For additional information on references and definitions used for specifications in this solicitation, access the applicable website for the organizations listed below:

- ASTM International (ASTM): www.astm.org
- American Concrete Institute Building Code (ACI): https://www.concrete.org/
- American Institute of Steel Construction (AISC): https://www.aisc.org/
- American Welding Society (AWS): http://www.aws.org/
- Americans with Disabilities Act (ADA): www.ada.gov
- US Access Board (UAB); https://www.access-board.gov/
- Arizona Registrar of Contractors (ROC): https://roc.az.gov/
- Code of Federal Regulations (CFR): https://www.govinfo.gov/app/collection/CFR
- Consumer Product Safety Commission (CPSC): www.cpsc.gov
- International Organization for Standardization (ISO): www.iso.org
- Occupational Safety and Health Administration (OSHA): www.osha.gov
- International Building Code: https://codes.iccsafe.org/codes/i-codes

- International Code Council (ICC): www.iccsafe.org
- International Play Equipment Manufacturers Association (IPEMA): www.ipema.org
- National Fire Protection Association (NFPA): www.nfpa.org
- National Playground Contractors Association (NPCAI): www.playground-contractors.org
- Printed Handbook for Public Playground Safety (CPSC): https://www.cpsc.gov/s3fs-public/325.pdf

4) SCOPE OF WORK

The resulting contract will be comprised of the entire "from the ground up" solution for Playgrounds, Parks and Recreational Outdoor sites. Design services, foundations to support in ground structures, playground equipment, removal of old equipment, surfaces, site accessories, and services. Vendors are not required to provide products and services in all scope of work areas to be considered for award.

A. **QUALIFICATIONS:** Contractors, sub-contractor and/or manufacturer shall provide a history of experience in the industry in which they are submitting bids.

B. **PRODUCT STANDARDS AND GUIDELINES:** Contractor(s) providing products and/or services under the contract resulting from this solicitation shall be in compliance with all current and applicable federal, state and local laws and industry standards for the state in which the work is being performed.

Public Playground Safety Handbook: Contractor shall adhere to all guidelines included in the Public Playground Safety Handbook published by the U.S. Consumer Product Safety Commission that can be found at https://www.cpsc.gov/s3fs-public/325.pdf..

C. **MATERIAL SPECIFICATIONS:** Equipment material specifications may vary between cities, counties, schools, and states. Each Member will provide required specifications to include, but not be limited to, acceptable material, finish, diameters, thickness, gage, and angles of all components when placing orders as necessary

D. **PLAYGROUND EQUIPMENT**

Types of Equipment: Playground Equipment, Outdoor Fitness, Site Accessories, and other related equipment, materials, and parts to be provided under the resulting contract include, but are not limited to:

Play Structures:

Bridges	Tunnels	Slides
Decks	Transfer Points	Sliding Poles
Overhead Ladders	Ramps	Corkscrew Climbers
Spiral Climbers	Vertical Ladders	Parallel Bars
Play Enclosures	Chinning Bars	Chain Walks
Loop Ladders	Activity Panels	

Independent Play Equipment

Spring Riders	Activity Panels	Swings
Diggers	Climbers	Electronic Products or Slides
Musical Play		

Outdoor Fitness and Sports Equipment

Sit-Up Benches	Overhead Climber	Push-Up Bars
Climbing Walls	Leg Stretchers	Parallel Bars
Balance Beams		

Water Play Equipment

Splash Pad Systems	Ground Spray Elements	Pumps, Filters and Parts
Commercial Grade Above Ground Features	Custom Features	Holding Tanks
Control Systems and Activators	Activity Towers	Fountains

Prefabricated/Pre-Engineered Shelters

Pavilions	Shelters	Gazebos
Ramadas		

Additional Equipment and Accessories

Powder Coatings	Picnic Tables	Shower Towers
Weather-Proof Coatings	Litter Receptacles	Foot Sprayers
Signage	Cooking Grills	Bicycle Racks
Benches	Water Fountains	Portable Bleachers
Misters		

E. **SHADE STRUCTURES:**

Fabric Material

- Fabric canopies available in a variety of colors, patterns and designs.
- Fabric material should be constructed using a knitting process with ultraviolet (UV) inhibited thread.
- Fabric shall be resistant to runs and tears.
- Fabric shall be mildew and fade resistant.

Steel Structures

- Steel structures should be available in various designs, sizes, heights, etc. dependent upon the Member's needs.
- Steel components should be powder coated with an outdoor UV inhibited, weather resistant polyester powder as per industry standards as applicable. Other coatings may also be included under the resulting contract.

Concrete Footing

- Concrete footings shall be designed and constructed to meet soil conditions, structure span, structural load, height and current applicable building codes.

F. **PLAYGROUND SURFACES:**

- *Unitary Surfacing* options may include, but are not limited to pour in place rubber, rubber tile surfacing
- *Loose-Fill Surfacing* options may include, but are not limited to Engineered Wood Fiber (EWF), Shredded/Recycled Rubber, Sand, Pea Gravel, Wood Mulch (non-CCA), Wood Chips
- Aquatic surfacing for water play areas

G. **PLAYGROUND SERVICES:**

The Contractor shall provide all labor, supervision, transportation, equipment (including testing and all personal protection equipment), tools, and all effort necessary to perform the work described within this solicitation. Each contractor assigned to this contract shall have the licenses and technical ability to provide services.

SCOPE OF WORK

Design

Contractor(s) should have the ability to design appropriate play systems/structures to fit the needs of the Member. Contractor may be required to provide drawings (plan and evaluation) of all pertinent aspects of the play structures/equipment and its method of connection to the work. Final playground drawings shall be to scale, legible and must show location of play equipment and dimensions of use zones. All designs shall indicate ADA accessible routes, and percentage of ADA accessible components.

Site Preparation and Installation

- All Products and equipment provided under this Contract that require assembly and installation should be performed by certified installers in accordance with all manufacturer specifications as to not void the product warranty.

- Contractor shall perform all installation services according to the standards established by the terms, specifications, drawings, and construction notes for each project, and meet manufacturer's specifications and industry standards.

- The Installer shall obtain clarification concerning questions or conflicts in the specifications, drawings, and construction notes in a timely manner as to not delay the progress of work.

- All work performed by the Contractor shall be subject to inspection and approval by the requesting Member.

- The Member may opt to waive installation by contractor and assemble products with in-house personnel.

Inspection Services

Inspections and/or audits are for the purpose of checking for hazards and to test the performance of an entire play area. Inspection services may be performed monthly, quarterly, annually or on demand as mutually agreed upon between the Contractor and the Member. Inspections should be performed by a Certified Playground Safety Inspector (CPSI).

Maintenance and Repair Services

Potentially hazardous and/or non-compliant conditions identified shall be properly maintained and/or repaired under this contract. Maintenance and repair services may include but are not limited to:

- Supply and Install Replacement Parts and Components
- Sand Cleaning
- Sanitization and Graffiti Removal
- Power Washing
- Surfacing Material Reconditioning and Replenish
- Rubberized Safety Surface Repairs and Restoration
- Shade Structure and Fabric Replacement

Other Services

Other services provided under this contract may include but are not limited to:

- Consulting
- Expert witness services

- Training and certification programs

H. **DELIVERY:**

- Emergency or rush deliveries requested by the Member that require special shipping and handling charges may be at the Member's expense, but only with prior written approval from the Member. Emergency or rush shipping charges shall be added to an invoice as a separate line item.

- In the event emergency or rush delivery is required as the result of a Contractor's error, all shipping and handling charges shall be paid by the Contractor.

- The Member reserves the right to examine freight cost and route shipments with their own contracted carrier.

- Under no circumstances shall the Contractor increase their profit margin through shipping charges.

I. **SCHEDULING REQUIREMENTS:**

- The Contractor should have the ability to create and manage numerous individual accounts for order placement, billing, and reporting purposes.

- Contractor shall coordinate all servicing schedules with the Member's point of contact before beginning work.

- The Contractor shall be prepared with well-maintained equipment inventory/materials and satisfactory transportation for delivery at the work site to meet the customer demand and delivery requirements.

- Labor rates bid shall include all direct labor and burden, equipment, small tools, common expendables. Labor rates shall be divided into the following categories:

  Regular Service: work performed between 6:00 AM to 6:00 PM, Monday through Friday, excluding holidays.

  After Hours: work performed after 6:00 PM and before 6:00 AM the next morning.

  Weekends & Holidays: work performed Saturday, Sunday, or during a holiday.

J. **ORDERING AND JOB COMPLETION PROCESS:**

Request for Service: The 1GPA Member will notify the contractor of the need for services. Request for quote/estimate for a specific scope of work will be issued by the Member.

Site Visit: Dependent upon the complexity/nature of the project, a site visit may be held by the Member to allow the contractor(s) to inspect and observe important issues regarding the project to ensure accurate cost estimates.

Project Quotations: After a site review of the project, Contractor shall submit the project quote to the Member within the specified time frame. Quotes should be easily verifiable against the contract pricing by clearly listing the unit price or rate for each line item.

SCOPE OF WORK

Purchase Order: The Member shall issue a purchase order upon approval of the quotation and prior to the commencement of any work. The purchase order should reference the 1GPA contract number.

Change Orders: All change orders to a project must be in writing, referencing the contract number and approved by the Member prior to authorization to proceed. The Contractor who fails to acquire change orders in writing runs the risk of incurring these additional costs without payment. A revised purchase order may be required.

Delivery and Installation: Contractor will notify the Member when material has been received and provide a proposed project completion date. Installation shall start within seven (7) working days after material is received unless otherwise agreed upon by the Member and the Contractor.

Preconstruction Meeting: When requested by the Member, the contractor will arrange a meeting at the site with supervisor and the Member to review site conditions, security procedures, work responsibilities, loading and unloading restrictions, etc.

Final Inspection: Each job will have a final inspection by the Member and/or governing authorities prior to final payment

Invoicing: After completion of services, the Contractor shall submit a detailed invoice to the Member. The invoice should be easily verifiable against the contract pricing schedule and shall include, at minimum, the Member's purchase order number, the 1GPA contract number and the job location.

Rented equipment charges (submitted with a copy of the invoice from rental firm) shall not add additional sales tax other than what the rental firm has posted. A flat administrative fee may be added as a separate line item in accordance with the contract rates.

Payment After Job Completion: Payment shall not be provided until inspection is completed and an approval signature is provided by authorized member representative. In case of non-satisfactory completion of any individual project, the member reserves the right to withhold payment as permissible by law.

Progress Payments - Members may make progress payments under the following conditions:

1. Member and Contractor agree to the terms of the progress payments prior to issuing a purchase order.
2. Purchase order describes the amounts or percentages and the dates or frequency of payments.
3. Payments are made in full compliance with Member's local governing entity rules.

SUBMITTAL REQUIREMENTS

1. ELECTRONIC SUBMITTAL – REQUIRED

An electronic submission is required. The electronic submission is to be uploaded online through OpenGov Procurement. Submittal instructions for OpenGov Procurement are found on the last page of this document under Exhibit A.

Bids will be time stamped when received by OpenGov Procurement. Bids will be accepted up to but no later than the time indicated in this Solicitation or as amended in writing by 1GPA. Bids will not be received or considered after the time stated in this Solicitation (or as amended). Bidder assumes the risk of any delay in their submission. 1GPA strongly recommends that you give yourself sufficient time and at least **ONE (1) day** before Bid Due Date and Time to begin the uploading process and to finalize your submission.

2. BID FORMAT AND SUBMISSION REQUIREMENTS THROUGH OPEN GOV PROCUREMENT

Each bid should be submitted on the forms and in the format specified. 1GPA will not provide any reimbursement for the cost of developing or presenting proposals in response to this Solicitation. Complete each section on the Open Gov Procurement platform for this project. Items marked with an asterisk require a response to submit your bid. Failure to include the requested information may have a negative impact on the evaluation of the vendor's bid.

3. DEALER/RESELLERS

Manufacturers should provide a list of authorized dealers/resellers with their bids where indicated in the OpenGov Procurement online portal. Dealers/resellers shall be bound to the contract terms and conditions and pricing schedules.

4. SUBCONTRACTORS

Subcontractors providing installation services shall comply with State and City Contractors License Law and be duly registered and licensed thereunder. Bidders shall provide a list of any subcontractors used to complete the work performed under the resultant contract. Any work performed by subcontractors shall adhere to the contract terms and conditions and pricing schedules.

5. BID SECURITY

Acceptable bid security for this solicitation will be a certified check or an annual or one time bid bond underwritten by a surety company licensed to issue bid bonds in the appropriate state construction with take place, with the principal being the prime contractor and 1GPA being the Agency of Record.

Upload an acceptable bid security in the amount of $100,000 where indicated in the Vendor Submission section of the OpenGov Procurement online portal. For vendors submitting bid bonds, the associated Power of Attorney should also be uploaded in the same section. Contact Rebecca Seifert at rseifert@1gpa.org for submittal instructions prior to the bid due date and time if your firm intends on submitting a certified check as bid security.

6. REQUIRED FORMS

Download, complete and upload each required form in the Vendor Submission section of the OpenGov Procurement online portal. Multiple files may be uploaded if there are supporting documents your firm wishes to submit. Be sure all forms are thoroughly completed and signed by your firm's authorized representative. Failure to submit complete forms may result in rejection of the bid.

SUBMITTAL REQUIREMENTS

7. AMENDMENT ACKNOWLEDGEMENT

Solicitation amendments shall be acknowledged through the OpenGov Procurement portal during bid submission. If an amendment is issued after your bid has been submitted to the portal, you must log back in, unsubmit your bid, acknowledge the new addendum and then resubmit the bid. Click the "?" in the top right corner of the home screen to access the OpenGov Procurement Help Center or use the chat feature in the lower right-hand corner to ask for assistance from OpenGov Procurement.

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, _____

(hereinafter called 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 1Government Procurement Alliance (hereinafter called the Obligee) 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 submitted a Bid for:

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

The prevailing party in a suit on this bond shall recover as a part of his judgment such reasonable attorneys' fees as may be fixed by a judge of the Court.

Witness our hands this _____ day of _____ 20 _____

_____
Principal Seal

BY _____

_____
Surety Seal

BY _____

_____
Agency of Record

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, _____

(hereinafter called 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 Name of the 1GPA Member goes here (hereinafter called the Obligee) 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 Obligee, dated the _____

day of _____ 20_____, for the material, service or construction

described as _____

_____

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 said Principal shall faithfully perform and fulfill all the undertakings, convenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, convenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligations shall be void, otherwise to remain in full force and effect.

The prevailing party in a suit on this bond shall recover as a part of his judgment such reasonable attorneys' fees as may be fixed by a judge of the Court.

Witness our hands this _____ day of _____ 20 _____

_____

Principal Seal

BY _____

_____

Surety Seal

BY _____

_____

Agency of Record

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, _____

(hereinafter called 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 Name of the 1GPA Member goes here. (hereinafter called the Obligee) 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 Obligee, dated the _____

day of _____ 20_____,to construct and complete a certain

work described as_____

_____

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 said Principal shall promptly pay all monies due to all persons supplying labor or materials to him or his subcontractors in the prosecution of the work provided for in said contract, then this obligation shall be void, otherwise to remain in full force and effect.

The prevailing party in a suit on this bond shall recover as a part of his judgment such reasonable attorneys' fees as may be fixed by a judge of the Court.

Witness our hands this _____day of _____, 20_____

_____
Principal Seal

BY _____

_____
Surety Seal

BY _____

_____
Agency of Record

EXHIBIT A

OPENGOV PROCUREMENT SUBMISSION INSTRUCTIONS

Please contact OpenGov Procurement at http://help.procurenow.com/en/collections/1392366-vendor-guides for technical questions related to your submission.

Please follow these instructions to submit via the OpenGov Procurement public portal.

1. **Create a OpenGov Procurement Account:**

   - Register to access solicitation documents and upload responses at **https://procurement.opengov.com/portal/1gpa** by selecting Subscribe to create an account. Detailed instructions may be found at http://help.procurenow.com/en/articles/2482165-vendor-registration

   - Follow updates to existing solicitations and receive email notices of amendments/addenda posted by finding the solicitation and clicking the "Follow" button. Ultimately, it is the sole responsibility of each offeror to periodically check the site for any amendments/addenda issued at **https://procurement.opengov.com/portal/1gpa.**

2. **Prepare your submission materials:**

   - **Do not embed** any documents within your uploaded files, as they will not be accessible or evaluated.

3. **Upload your submission at: https://procurement.opengov.com/portal/1gpa**

   - Your submission must be uploaded, submitted, and finalized prior to the Closing Time of

   SEPTEMBER 27 AT 11:00 AM ARIZONA TIME OR AS AMENDED

   - We strongly recommend that you give yourself sufficient time and at least **ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

4. **Important Notes:**

   - Questions related to this solicitation should be submitted through the OpenGov online portal.

   - Each item of Requested Information/Document will only be visible after the Closing Time.

   - Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

   - You will receive an email confirmation with a date/time stamp once you finalize your submission.

   - Minimum system requirements: OpenGov Procurement is compatible with major browsers such as Chrome, Firefox, Microsoft Internet Explorer, Edge and Safari. It can be accessed on all Android and IOS devices.

Contract Extension/Amendment

9/29/2025

Play It Safe Playgrounds and Park Equipment Inc.
7931 E Pecos Rd #160
Mesa, Arizona, 85212
Attn: Teri LeGassey

Re: Extension Agreement for Playground Solutions, Contract # 23-07P-08-E3

The above-referenced contract is hereby mutually extended for an additional one (1) year period until 11/16/2026. This is the fourth year of a potential five-year agreement. **Please indicate your desire to extend your contract by completing and returning this signed Contract Extension with the following documentation:**

☒ Updated Certificate of Insurance (see terms and conditions of contract to ensure compliance)
☒ Updated Contact Information Sheet

Please check the box next to the appropriate contract price update:

☐ No contract pricing updates. Current price on file is accurate.

☐ Our contract pricing is based on a firm-fixed price list. We are providing an updated firm-fixed price list for 1GPA's approval with this extension.

☐ Our contract pricing is based on a percentage discount. We are providing new price lists for 1GPA's approval with this extension. *Note: Percentage Discounts remain the same as per contract terms and conditions.*

☒ We are aware of new price lists that will be available during the upcoming contract year. We will present those when received. Current price lists will remain on file until updated price lists are received and approved by 1GPA.

Please include a brief description of all the price updates below:

It is the contractor's responsibility to keep all pricing up to date and on file with 1GPA. All price changes must be provided to 1GPA for approval.

By signing this document, vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

In addition, please verify that your company is providing usage reports as per the terms of your contract. If you have any questions or concerns regarding these reports, please feel free to contact Michelle Aiken by email: maiken@1GPA.org.

Except as otherwise expressly provided in this amendment, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

Vendor Acceptance/Signature: Debra D. Link	
Printed Name: Debby Link	
Title: Executive Administrator	Date: 9/29/25

Approvals/Authorized Signatures:
1GPA and Mary C. O'Brien Accommodation School District/Pinal County ESA have reviewed this contract extension. Each party's signature indicates approval. The absence of a signature indicates non-approval.

Christy Knorr
Christy Knorr, President
1GPA

10/20/2025

Jill Broussard
Jill Broussard, Pinal County Superintendent
Mary C. O'Brien Accommodation School District/Pinal County ESA

10/21/2025

EXHIBIT B2

MANUFACTURERS & MINIMUM PERCENT DISCOUNTS
IFB# 23-07P Playground Solutions

INSTRUCTIONS: Provide minimum discounts off manufacturers' price lists for any manufacturer offered. Include the product line description and provide links to manufacturers' price lists in the columns provided. Links to manfuacturer websites that do not include access to the manufacturer's price list are unacceptable. If links are unavailable, you may upload copies of the manufacturers price lists where indicated in the Vendor Submission section of this project on the OpenGov Procurement online portal. Manufacturers' price lists shall be kept current. If your firm offers fixed pricing, indicate FIXED PRICING and add a tab to this worksheet or upload a fixed price schedule. If your firm offers other discounts such as early payment discounts, for in-store purchases or for online/catalog purchases include the information here. Actual discounts given may exceed the minimum discount, but may not be less. Add more lines as needed.

Company Name:	***Play It Safe Playgrounds***	

Manufacturer	Product Line Description	Minimum Discount Percentage or "Fixed Price"	Link to Manufacturer's Price List
BCI Burke	Playground equipment	15%	
Superior Shade	Fabric shade	Fixed	
DogiPot	Pet stations	5%	
Flexground	Rubber safety surfacing	10%	
Frog Furnishings	Site furnishings	5%	
Gared Sports	Athletic Equipment	5%	
Icon Shelters	Steel shade shelters	10%	
International Mulch	Rubber nuggets	5%	
Jensen Swings	Swing parts	5%	
LA Steelcraft	Site furnishings	5%	
Leisure Craft	Site furnishings	5%	
MyTCoat	Site furnishings	5%	
Percussion Play	Outdoor musical equipment	10%	
Superior Amenities	Site furnishings	5%	
Turboscape	Wood fiber	5%	
Wausau Site Furnishings	Site furnishings	5%	
Willoughby	Water fountains	5%	
Zeager	Wood fiber	5%	

MANUFACTURERS & MINIMUM PERCENT DISCOUNTS
IFB# 23-07P Playground Solutions

INSTRUCTIONS: Provide minimum discounts off manufacturers' price lists for any manufacturer offered. Include the product line description and provide links to manufacturers' price lists in the columns provided. Links to manfuacturer websites that do not include access to the manufacturer's price list are unacceptable. If links are unavailable, you may upload copies of the manufacturers price lists where indicated in the Vendor Submission section of this project on the OpenGov Procurement online portal. Manufacturers' price lists shall be kept current. If your firm offers fixed pricing, indicate FIXED PRICING and add a tab to this worksheet or upload a fixed price schedule. If your firm offers other discounts such as early payment discounts, for in-store purchases or for online/catalog purchases include the information here. Actual discounts given may exceed the minimum discount, but may not be less. Add more lines as needed.

Company Name:	***Play It Safe Playgrounds***		
Manufacturer	**Product Line Description**	**Minimum Discount Percentage or "Fixed Price"**	**Link to Manufacturer's Price List**

MANUFACTURERS & MINIMUM PERCENT DISCOUNTS
IFB# 23-07P Playground Solutions

INSTRUCTIONS: Provide minimum discounts off manufacturers' price lists for any manufacturer offered. Include the product line description and provide links to manufacturers' price lists in the columns provided. Links to manfuacturer websites that do not include access to the manufacturer's price list are unacceptable. If links are unavailable, you may upload copies of the manufacturers price lists where indicated in the Vendor Submission section of this project on the OpenGov Procurement online portal. Manufacturers' price lists shall be kept current. If your firm offers fixed pricing, indicate FIXED PRICING and add a tab to this worksheet or upload a fixed price schedule. If your firm offers other discounts such as early payment discounts, for in-store purchases or for online/catalog purchases include the information here. Actual discounts given may exceed the minimum discount, but may not be less. Add more lines as needed.

Company Name:	***Play It Safe Playgrounds***

Manufacturer	Product Line Description	Minimum Discount Percentage or "Fixed Price"	Link to Manufacturer's Price List

INSTALLATION AND SERVICE RATES
IFB# 23-07P Playground Solutions

INSTRUCTIONS: Provide not-to-exceed pricing for the services listed below as applicable. Actual rates given to the Member may be less depending on the various factors surrounding the project, but they may not be more. Provide pricing for any other services offered but not specifically listed in the blank lines. Lines may be added as needed.

Company Name:	***Play It Safe Playgrounds***

Service Description	Not-to Exceed Rate per Hour - Regular Service	Not-to Exceed Rate per Hour - After Hours	Not-to Exceed Rate per Hour - Weekends/Holidays	Notes
Site Preparation	Excavation up to 5000 sq ft - up to 12" depth	square foot	$ 2.23	
	Excavation up to 5000 sq ft - 13" - 18" depth	square foot	$ 2.55	
	Excavation up to 5000 sq ft - 19" - 24" depth	square foot	$ 2.87	
	Excavation over 5000 sq ft - up to 12" depth	square foot	$ 1.68	
	Excavation over 5000 sq ft - 13" - 18" depth	square foot	$ 2.23	
	Excavation over 5000 sq ft - 19" - 24" depth	square foot	$ 2.55	
	Haul off - up to 12" depth	square foot	$ 1.36	
	Haul off - 13" - 18" depth	square foot	$ 1.52	
	Haul off - 19" - 24" depth	square foot	$ 1.68	
	Curbing 6” x 12” up to 250 ft	linear foot	$ 34.00	
	Curbing 6” x 12” over 250 ft	linear foot	$ 33.00	
	Jackhammer/hard dig	per hour	$ 168.00	
	4" Concrete up to 500 sq ft - light gray	square foot	$ 15.40	
	4" Concrete over 500 sq ft - light gray	square foot	$ 14.35	
	6" Reinforced concrete on 6" compacted AB subbase	square foot	$ 51.00	
	ADA Concrete ramp - up to 6' x 6'	each	$ 1,190.00	
	Core drilling	each	$ 190.00	
	Saw Cut ($350.00 minimum)	per hole	$ 95.00	
	Equipment removal & disposal	per footing	$ 245.00	
	Equipment relocation (removal, transport, reinstall)	per footing	$ 535.00	
	Compact fill			
	- 4" deep	square foot	$ 3.28	
	- 8" deep	square foot	$ 4.10	
	- 12" deep	square foot	$ 4.50	
	- 16" deep	square foot	$ 4.91	
Playgrounds	- Swings	per footing	$ 500.00	
	- Playground	per hour	$ 65.00	
	- Spring Animals/Riders	each	$ 450.00	
	- Hourly wages	per hour	$ 65.00	
	- Deck re-coating (per side - top & bottom)	square foot	$ 30.00	
	(does not include labor to remove/reinstall			
Play Sand - Supply and Installation	- Supply and install	ton	$ 77.50	
Play Sand - Installation Only	- Install only	ton	$ 35.00	
Play Sand - Supply Only	- Supply only	ton	$ 50.00	
Sand - by ton	- Minimum delivery charge	each	$ 1,000.00	
Wood Fiber - Installation Only	- Install	cubic yard	$ 22.00	

INSTALLATION AND SERVICE RATES
IFB# 23-07P Playground Solutions

INSTRUCTIONS: Provide not-to-exceed pricing for the services listed below as applicable. Actual rates given to the Member may be less depending on the various factors surrounding the project, but they may not be more. Provide pricing for any other services offered but not specifically listed in the blank lines. Lines may be added as needed.

Company Name:	***Play It Safe Playgrounds***

Service Description	Not-to Exceed Rate per Hour - Regular Service	Not-to Exceed Rate per Hour - After Hours	Not-to Exceed Rate per Hour - Weekends/Holidays	Notes
	- Minimum installation charge	each	$ 1,000.00	
Rubber Mulch - Installation Only	- Install	cubic foot	$ 5.00	
Outdoor Fitness	- Install	per hour	$ 65.00	
Basketball Equipment (Exterior Only)	Pricing on all posts are w/ footings per manufacture specs			
	- 4-1/2” OD Assembly	each	$ 1,500.00	
	- 5-9/16” OD Assembly	each	$ 1,750.00	
	- Removal of Assembly	per hour	$ 65.00	
	- Removal of court assembly (cut off and leave footing)	each	$ 560.00	
Football	- Goalpost	each	$ 3,125.00	
	** GOAL POSTS MUST BE MARKED BY OWNER **			
Baseball	- Foul Ball Post	per hour	$ 65.00	
	- Bases	per hour	$ 65.00	
	** FIELD MUST BE MARKED BY OWNER **			
Site Furnishings	- In Ground Bench	each	$ 415.00	
	- Surface Mount Bench	each	$ 280.00	
	- Multi-pedestal Table - inground mount	each	$ 935.00	
	- Multi-pedestal Table - surface mount	each	$ 625.00	
	- Single Pedestal Table - inground mount	each	$ 750.00	
	- Table - surface mount	each	$ 555.00	
	- Portable Picnic Table (Assembly only)	each	$ 375.00	
	- Trash Receptacles	each	$ 190.00	
	- BBQ Grill	each	$ 190.00	
	- Multi-pedestal grill	each	$ 315.00	
	- Bike Racks	each	$ 250.00	
Drinking Fountains	Assembly (no plumbing connection)	per hour	$ 65.00	
Steel Ramada	Assembly and installation	per hour	$ 65.00	
Footings	18” x 30”	each	$ 375.00	
Includes 1 anchor bolt per footing	24” x 24” (Need rebar cage, add $100.00 per footing)	each	$ 625.00	
	24” x 36” (Need rebar cage, add $125.00 per footing)	each	$ 625.00	
	36”x36” (Need rebar cage, add $140.00 per footing)	each	$ 685.00	

INSTALLATION AND SERVICE RATES
IFB# 23-07P Playground Solutions

INSTRUCTIONS: Provide not-to-exceed pricing for the services listed below as applicable. Actual rates given to the Member may be less depending on the various factors surrounding the project, but they may not be more. Provide pricing for any other services offered but not specifically listed in the blank lines. Lines may be added as needed.

Company Name:	***Play It Safe Playgrounds***

Service Description	Not-to Exceed Rate per Hour - Regular Service	Not-to Exceed Rate per Hour - After Hours	Not-to Exceed Rate per Hour - Weekends/Holidays	Notes
Fencing - Supply and Install	4' high chain link fencing (gates sold separately)	linear foot	$ 47.50	
	5' high chain link fencing (gates sold separately)	linear foot	$ 45.00	
	3' man gate	each	$ 875.00	
Temporary Fencing	Per month - delivered and installed within 75 miles of PISP	lump sum	$ 1,250.00	
	Per month - delivered and installed over 75 miles over PISP to be quoted per site	lump sum	Per Quote	
	Additional labor for site access over 140' from roadway	per hour	$ 250.00	
	Additional delivery and pick up of fence over 75 miles from Play It Safe office	lump sum	$ 1,875.00	
Other	Additional labor	per hour	$ 65.00	
	Minimum installation charge	lump sum	$ 950.00	
	Private utility locating - within Metro Phoenix and Metro Tucson areas	lump sum	$ 560.00	
	Private utility locating - Outside Metro Phoenix and Metro Tucson pricing is custom per site	lump sum	Per Quote	
	Prevailing wages - add to any installation charge	percentage	20% - 30%	
TRAVEL Lodging/Food/Mileage	Price per day (lodging/food/mileage) for distances over 75 miles. No extra charges under 75 miles from office of employed crew. Pricing is per crew employed to work on the site, per day, regardless of whether crew is employed by Play It Safe Playgrounds or a subcontractor. Exception: Flexground (lodging/food/mileage) is priced at percentage of Flexground components for jobs over 75 miles from Flexground Phoenix office		$ 1,180.00	
	Price per day (lodging/food/mileage) for installation crew in Tucson Metro area. Pricing is per crew employed to work on the site, per day, regardless of whether crew is employed by Play It Safe Playgrounds or a subcontractor. Exception: Flexground (lodging/food/mileage) is priced at percentage of Flexground components for jobs over 75 miles from Flexground Phoenix office		$ 375.00	
- Mobilization	Mobilization is for crew and truck. Charge per mobilization ONLY if job is cancelled after arrival at jobsite.		$ 750.00	

SHIPPING AND OTHER FEES
IFB# 23-07P Playground Solutions

INSTRUCTIONS: Provide pricing for shipping, bond rates and any other fees that may be charged to the Member. Lines may be added as needed.

Company Name:		***Play It Safe Playgrounds***	
Description	**Not-to-Exceed Rate**	**Unit of Measure**	**Notes**
Shipping and Handling (may upload a rate schedule if needed)	Prepaid and Add	Lump Sum	Pricing dependent on quantity, weight and location of shipment - all pricing to be quoted per project as needed
Bond Rates	4%	Lump Sum	Play It Safe payment and performance bonds are charged at 4% of net contract amount and applied after sales tax calculation. Administration fee is not calculated on bond amounts. Minimum bond cost is $350.00.
Restock Fees	15%	Lump Sum	An item must be in its original unused condition to be returned, unless there is a manufacturer defect. All items must be returned within 30 days of purchase. Many custom items are non-returnable.
Temporary Fencing	$ 1,250.00	Lump Sum	Per month - delivered and installed within 75 miles of PISP

SHIPPING AND OTHER FEES
IFB# 23-07P Playground Solutions

INSTRUCTIONS: Provide pricing for shipping, bond rates and any other fees that may be charged to the Member. Lines may be added as needed.

Company Name:	***Play It Safe Playgrounds***

Description	Not-to-Exceed Rate	Unit of Measure	Notes

SHIPPING AND OTHER FEES
IFB# 23-07P Playground Solutions

INSTRUCTIONS: Provide pricing for shipping, bond rates and any other fees that may be charged to the Member. Lines may be added as needed.

Company Name:	***Play It Safe Playgrounds***

Description	Not-to-Exceed Rate	Unit of Measure	Notes

REGIONAL PRICING
IFB# 23-07P Playground Solutions

INSTRUCTIONS: Please enter Y or N under the first column to identify all regions that your firm is able to provide services to if awarded a contract resulting from this solicitation. Identify the percentage of any cost increases or decreases to the contract prices based on Member location. Any limitations, exclusions or notes may be included under Column D.

Company Name:	*Play It Safe Playgrounds*

ARIZONA REGIONS

Description of AZ Region	Services Available to this Region? Yor N	Cost Percentage of Increase/Decrease For this Region	Limitations/Exclusions/Comments
East Region- Gila, Navajo & Apache	Y	Per Quote	
East Region- Greenlee, Graham	Y	Per Quote	
Greater Phoenix Region- Maricopa	Y	Per Quote	
North Region- Yavapai & Coconino	Y	Per Quote	
North West Region- Mohave	Y	Per Quote	
South Region- Pinal, Pima, Cochise & Santa Cruz	Y	Per Quote	
West Region- Yuma & La Paz	Y	Per Quote	

NATIONAL REGIONS BY STATE

Description of National Region	Services Available to this State? Yor N	Cost Percentage of Increase/Decrease For this Region	Limitations/Exclusions/Comments
Alabama	N		
Alaska	N		
Arkansas	N		
California	N		
Colorado	N		
Conneticut	N		
Delaware	N		
Florida	N		
Georgia	N		

Description of National Region	Services Available to this State? Yor N	Cost Percentage of Increase/Decrease For this Region	Limitations/Exclusions/Comments
Hawaii	N		
Idaho	N		
Illinois	N		
Indiana	N		
Iowa	N		
Kansas	N		
Kentucky	N		
Louisiana	N		
Maine	N		
Maryland	N		
Massachusetts	N		
Michigan	N		
Minnesota	N		
Mississippi	N		
Missouri	N		
Montana	N		
Nebraska	N		
Nevada	Y	Per quote	Southern 5 counties only
New Hampshire	N		
New Jersey	N		
New Mexico	N		
New York	N		
North Carolina	N		
North Dakota	N		
Ohio	N		
Oklahoma	N		
Oregon	N		
Pennsylvania	N		
Rhode Island	N		
South Carolina	N		
South Dakota	N		
Tennessee	N		
Texas	N		
Utah	N		

Description of National Region	Services Available to this State? Yor N	Cost Percentage of Increase/Decrease For this Region	Limitations/Exclusions/Comments
Vermont	N		
Virginia	N		
Washington	N		
West Virginia	N		
Wisconsin	N		
Wyoming	N		

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Jessica Cortes, Court Administrator

Date: 02/26/2026

Meeting Date: 03/03/2026

TITLE:

Consideration and Approval of Contract: Contract for Public Defender Services with Harris & Winger, P.C.

STAFF RECOMMENDED ACTION:

1. Approve the contract for Public Defender Services with Harris & Winger, P.C. in the amount of $650,000.00 annually plus a 3% increase each year of the contract thereafter
2. Authorize the City Manager to execute all necessary documents.

Executive Summary:

The Flagstaff Municipal Court is required to appoint counsel to an indigent defendant in any criminal proceeding that may result in jail time or to argue for release when a bond is imposed at the initial appearance. In the latter, the appointment will terminate upon the defendant's release from incarceration unless continued appointment is otherwise necessary. Discretionary appointment may be ordered for any other criminal proceeding for an indigent defendant if required by the interests of justice. The City of Flagstaff (City) is not in a position to provide these services and therefore must contract out for them. Harris & Winger, P.C. ("Harris & Winger") has been providing the City with Public Defender Services for the past 26 years.

Financial Impact:

Project Name: Contract for Public Defender Services
Cost: $650,000.00
Account Number Budgeted: 001-01-016-0060-1-4205
FY 26 Budgeted Amount: $454,882.00 with an additional $134,481.35 for the contract amendment that was approved by Council on June 3, 2025. The cost of this contract will remain unchanged until June 30, 2026. On July 1, 2026, the contract will increase to $650,000.00, with a 3% increase yearly beginning in March 2027.
Funding Source: General Fund

The FY2026-27 Budget will need to be increased by $201,608 to cover the additional cost of contract over the allocated budget.

Policy Impact:

Legal representation is required per Arizona Rules of Criminal Procedure -- Rule 6.2. Appointment of Counsel for Indigent Defendants.

Previous Council Decision or Community Discussion:

The Flagstaff City Council has approved the use of contracted Public Defender Service with this law firm for the past 26 years.

Options and Alternatives to Recommended Action:

1. Approve the contract for Public Defender Services with Harris & Winger.

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

Background and History:
On October 30, 2025, the Purchasing Department posted a Request for Proposals (RFP) for Public Defender Services on the PlanetBids website as well and advertised the solicitation in the Arizona Daily Sun newspaper on November 11, 2025. Proposals were due on November 21, 2025, and there was one (1) proposal received from Harris & Winger. A six-member Solicitation Evaluation Committee (SEC) consisting of City staff reviewed and evaluated the proposal. Based upon the numerical scoring of the proposal, the SEC determined that Harris & Winger was very qualified to perform the Public Defender Services. Harris & Winger demonstrated clear knowledge and experience of providing public defender services to meet the needs of the City.

The current contract for Public Defender Services is with Harris & Winger and expires in March 2026. Staff negotiated with Harris & Winger to keep their current rates for March through June 2026. On July 1, 2026, their proposed rates pursuant to this solicitation will take effect and run through March 2027. Then in March 2027 their rate will go up 3%, and will continue each year thereafter for the life of the contract.

Connection to PBB Priorities and Objectives:
High Performing Governance.
In compliance with the Arizona Rules of Criminal Procedure -- Rule 6.2. Appointment of Counsel for Indigent Defendants.

Connection to Regional Plan:
None.

Connection to Carbon Neutrality Plan:
None.

Connection to 10-Year Housing Plan:
None.

Connection to Division Specific Plan:
None.

Attachments: Agreement

PUBLIC DEFENDER SERVICES AGREEMENT
Contract No. 2026-71

This Contract is entered into this _____ day of _____, 2026 by and between the City of Flagstaff, a political subdivision of the State or Arizona ("City"), and Harris & Winger, P.C., a corporation with offices at 6 E. Aspen Avenue, Flagstaff. Arizona, 86001 ("Firm").

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

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

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

PUBLIC DEFENDER SERVICES

and as more specifically described in the Scope of Work and Fee attached here to as *Exhibit A* (the "Services")

Term and Renewal:

2.1 Contract Term: The term is for a period of three (3) years unless terminated pursuant to the provisions of the Contract. The Contract will be effective as of the date signed by both parties. The City Council has the authority to amend the term of the Contract.

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

2.3 Unilateral Extension: The Contract may be unilaterally extended for one (1) 90-day period. The City Manager or his/her designee (the Purchasing Director) shall have the authority to approve the extension on behalf of the City. Firm will be provided written notice of the Unilateral Extension prior to expiration of the Contract.

3. Compensation: Firm shall be paid for satisfactory performance of the Contract in an amount not to exceed **six hundred fifty thousand dollars $650,000.00** annually with an annual 3% increase each year after the first year. First four months of the first year is pursuant to the compensation in Exhibit A. Compensation includes fees and taxes, based on an hourly rate or other measurement made in accordance with the scope of work in *Exhibit A.* Any price adjustment must be approved by mutual written consent of the parties through a formal amendment. The City Manager or his/her designee may approve an amendment if the total amount of the Contract, as amended, is less than $100,000; otherwise, City Council approval is required.

4. Termination & Cancellation Clauses.

4.1 Non-Appropriation: The City may terminate the Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Firm.

4.2 For Convenience: Either Party may terminate the Contract for any reason by giving the other Party written notice of such termination no less than ninety (90) days prior to the date of termination. If the Contract is so terminated, the City's only payment obligation under the Contract shall be for those Services completed prior to the effective date of the termination.

4.3 Conflict of Interest: Pursuant to A.R.S. § 38-511, if the City identifies a conflict of interest in the award or performance of the Contract, the City may cancel the Contract within three (3) years after its execution, without penalty or further liability to Firm.

5. Amendment: The Contract is intended to be the complete and final agreement of the Parties. The Contract may be amended through a formal written amendment Parties.

6. Compliance with Laws: Firm shall comply with all applicable federal, state, and local laws, regulations, standards, codes, and ordinances, including acquiring the requisite insurance, licenses, permits, and approvals, required to perform the Contract, and provide copies to City upon request.

7. Insurance:

   7.1 Coverage: Firm shall carry $1,000,000 of Commercial General Liability insurance and the State of Arizona statutorily required amount of insurance for Workers' Compensation and Employer's Liability.

   7.2 Professional Liability: Firm is required maintain licensure by the State Bar of Arizona to provide the Services required in the Contract and Firm shall maintain $2,000,000 of Professional Malpractice Insurance.

   7.3 Certificate of Insurance: Upon request of the City, Firm shall provide a Certificate of Insurance to the City documenting the requisite coverage.

8. Indemnity: Firm shall be fully liable for the actions of its agents, employees, partners, and assigns and shall fully indemnify, defend, and hold harmless the City, and their officers, agents, and employees from third party suits, actions, damages, and costs of every name and description, including attorneys' fees to the extent arising from or relating to personal injury and damage to real or personal property, caused in whole or in part by the negligence or willful misconduct of Firm, its agents, employees, partners, or assigns. This indemnification shall survive termination or expiration of the Contract.

9. Assignment/Subcontracting: Firm shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities of this Contract, in whole or in part, without the City's prior written approval.

10. Independent Contractor: Firm shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, compulsory Workers' Compensation laws of the State of Arizona under A.R.S. § 23-901 (et. seq.) and/or unemployment insurance laws.

11. Nondiscrimination: Firm shall not discriminate against any employee or applicant for employment or person to whom it provides Services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, and/or familial status and represents and warrants that it complies with all applicable federal, state, and local laws, ordinances and executive orders regarding employment.

12. Payment:

   12.1 Invoices shall include the Contract and/or Purchase Order number and dates when the work has been performed. Invoices shall be sent within thirty (30) days following performance. Payment will only be made for satisfactory Services received and accepted by City.

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

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

13. Immigration Laws: Pursuant to A.R.S. § 41-4401, Firm hereby warrants that it and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and/or federal immigration laws and regulations shall constitute a material breach of the Contract.

14. Forced Labor of Ethnic Uyghurs: Firm hereby certifies that it does not use the forced labor of ethnic Uyghurs in the People's Republic of China as defined in A.R.S. § 35-394, et seq.

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

16. Governing Law and Forum: The Contract shall be construed in accordance with the laws of the State of Arizona and in the event of litigation relating to the Contract, any action in law or in equity shall be filed in Coconino County, Arizona.

17. Notice: Any formal notice under the Contract shall be in writing via certified mail and email as follows:

To the City:
Jessica Cortes
Courts Administrator
Flagstaff Municipal Court
101 W. Cherry Avene
Flagstaff, AZ 86001
jcortes@courts.az.gov
928-213-3058

To Firm:
Kevin Harris, Senior Managing Partner
Harris & Winger, P.C.
6 Aspen Avenue, Suite 250
Flagstaff, Arizona 86001
kevin@azharrislaw.com
928-774-011

With a copy to:
Patrick Brown, Purchasing Director
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
pbrown@flagstaffAZ.gov

18. 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.

HARRIS & WINGER, P.C.	CITY OF FLAGSTAFF
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____
ATTEST:	APPROVED AS TO FORM:
_____	_____
City Clerk	City Attorney's Office

Notice to Proceed issued:_____, 20___

Last Updated October 17, 2025

EXHIBIT A
Scope of Work and Fee

Weekly Approach

In Court Obligations

A brief outline follows:

Monday: In-custody Order to Show Cause Hearings, Non-Jury Trials, Evidentiary Hearings, Change of Plea Hearings, In-custody Arraignments.

- There are multiple Divisions of the Flagstaff Municipal Court that will often have hearings scheduled simultaneously always requiring three attorneys to cover Monday's calendars.

Tuesday: Non-Jury Trials and Evidentiary Hearings

- There are multiple Divisions of the Flagstaff Municipal Court that will often have hearings scheduled simultaneously, requiring at least two attorneys.

Wednesday: Change of Pleas, Order to Show Cause Hearings, Case Management Conferences, In-custody Arraignments

- Three attorneys, occasionally four attorneys are required on Wednesdays.

Thursday: Jury trials, Mental Health Court and Veteran's Court every other week, Order to Show Cause Hearings in the morning. In-custody Pretrial Conferences and Evidentiary Hearings in the afternoon.

- Three attorneys are always required on Thursdays. With recent significant increase in jury trials on Thursdays, four attorneys are frequently required for court.

Friday: Pretrial conferences from 8:30 a.m. - 12:00 p.m, In-custody Arraignments. [2]
Fridays require court appearances of three, sometimes four attorneys.

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[1] The average number of hours per week is difficult to ascertain as each week presents its own challenges (clients with tuberculosis, clients with multiple cases, last minute appointments, interview cancellations, hearing postponements, etc.). However, the Contract at a minimum requires twenty-five to thirty in-court hours per week per attorney.

Non-court Obligations and Preparation

With the additional 1,300 arraignment appointments, attorneys responsible for the public defense now each spend approximately 3 hours per day each on the telephone perfunctorily conferencing with full and limited appointment clients. **50 estimated hours** total perfunctory telephone per week attorney time.

Attorneys review the case files for the 70-80 cases appointed per month requiring on average one hour per case. **20 estimated hours** total file review per week attorney time.

The firm now prepares approximately 25 substantive pretrial motions per year. Each substantive pretrial motion requires 3 days of legal research and writing. **12 estimated hours** preparing substantive pre-trial motions per week attorney time.

Attorneys now consult in person with clients in preparation for primarily non- jury trials, but also jury trials. With the dramatic increase in jury trials, **25 estimated hours** in person consultation per week attorney time.

Attorneys spend **15 estimated hours** per week preparing for arraignments per week attorney time.

Attorneys prepare for and perform follow-up tasks related to all in-court-non-in-custody-arraignment time each week as outlined *supra.* **40 estimated hours** in-court preparation and follow-up attorney time per week.

On Mondays, attorneys prepare the following week's calendar including, teleconferences with clients, verbal and written plea negotiations with the prosecutor, and contacting, conferencing, preparing trial defenses, and subpoenaing witnesses. Each attorney's weekly calendar preparation consumed 2-3 hours per week, per attorney. **15 averaged hours** calendar preparation attorney time per week.

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[2] The hours provided in this synopsis count only in-court time. They do not include essential and time-consuming tasks including: legal research, officer and witness interviews, jail visits, file review, trial/hearing preparation, jury instruction preparation, client communications, and communications with counselors and court personnel. Neither does it include explanations to the family or updating the case, plea negotiations, and many more of the innumerable tasks that a Public Defender must perform. **Each in court hour for an attorney requires approximately four hours of staff preparation time, and two hours of attorney preparation time.**

I. Attorneys Needed

4 attorneys are required to handle the work load and ethically and effectively represent our community in the Flagstaff Municipal Court.

With 4 firm attorneys available, attorneys outside the firm occasionally are hired for coverage on the contract.

Weekly attorney time on this contract now totals: **160 hours per week.** Four attorneys are now required for the public defense work when considering required sick and vacation time for attorney employees.

It is critical to note that the assignments to the firm of 850 full case appointments and 1,300 limited case appointment raises issues of constitutional indigent representation. Long ago, the Arizona Supreme Court determined that the constitutional maximum number of misdemeanor cases that one contract attorney should handle is
300. *State of Arizona v. Joe U Smith,* 140 Ariz. 355, 681 P.2d 1374 (1984). Granted, all 2,000 of our appointments are not full case appointments. Nevertheless, the constitutional and public policy values of the City of Flagstaff are such that each defendant deserves more attention from the city's contract indigent defense attorneys than the ceiling after which the indigent defense of all becomes unconstitutional because right-to-counsel is thereafter violated.

II. Division of Labor within the Firm

Kevin Harris, who has diligently conducted public defense work for the City of Flagstaff, pursuant to the indigent defense contract since 1999, is the senior criminal litigator at the firm. At the time of bid, Mr. Harris performed the duties of counsel to indigent defendants under the contract ethically and diligently in excess 45 hours per week. Recently, his time commitment is extraordinary. Mr. Harris assists both associate attorney's taking responsibility for some indigent matters assigned to Division
1. He is lead counsel for assigned clients in the Veterans Courts. Lastly, Mr. Harris covers many of the perfunctory matters in Division 5 of the Flagstaff Municipal Court. He is lead jury trial counsel on the contract. He also attends in-custody arraignments at the jail.

Gavin O'Connor, contracted attorney, takes primary responsibility for pre-trial conferences, non-jury trials, probation proceedings, order to show cause settings, in- custody arraignments at the jail, and change of pleas in Division 5 of the Flagstaff Municipal Court. He also attends in-custody arraignments at the jail.

Sarah Snelling, associate attorney, takes primary responsibility for pre-trial conferences, non-jury trials, probation proceedings, order to show cause settings, in- custody arraignments at the jail, and change of pleas in Division 3 of the Flagstaff Municipal Court. She also attends in-custody arraignments at the jail.

Chad J. Winger, managing partner, he covers any and all of the attorney tasks set forth in the preceding two paragraphs when there are division conflicts or attorney's absent from the office due to illness or time off. He represents persons in serious cases with more significant collateral consequences (prostitution, indecent exposure cases, sexual motivation cases, Rule 11 matters, child neglect cases, and cases where significant jail time is at stake, etc.) that will likely proceed to non-jury trials. He also monitors changes in mental health, local health care policy, detention facility, public services, and city government laws, rules, policies, and procedures, staff and attorney training, interoffice case flow management, information technologies, and many other administrative tasks. He is the firm's appellate attorney on the contract. He is responsible for interoffice public defense policy, case flow management, budgeting, human resources, ethics policies, and firm management.

Sophia Fite is a full-time employee serving as both receptionist and legal assistant on the contract, being responsible for voluminous calls from contract clients, including clients in custody, who can call our office free of charge. She prepares voluminous filings with the court and manages each attorney's calendar and attorney client contact.

Carly Winger is a full-time employee serving as both receptionist and paralegal on the contract, being responsible for voluminous calls from contract clients, including clients in custody, who can call our office free of charge. She prepares voluminous filings, including substantive motions, conducts rudimentary legal research for cases, and backs up Ms. Fite managing each attorney's calendar and attorney client contact. Lastly, she supervises Ms. Fite.

III. Conclusion:

The requested amount fairly compensates the firm and will allow Harris & Winger to ethically and effectively represent all clients for cases assigned by the Flagstaff Municipal Court. This bid price (though significantly lower than anticipated) is designed to cover the costs and expenses of providing quality indigent defense services for citizens, maintain smooth operations at Flagstaff Municipal Court.

Kevin B. Harris, Esq.

FEE SCHEDULE

“Compensation: annual compensation for the services contracted is $650,000.00, with an annual increase of 3% for each year of the contract including all extensions beginning July 1, 2026. March 2026 through June 2026, the compensation will be at current amount. Total fee schedule will be pursuant to the payment schedule below:

March $50,611.53/mo.
April $50,611.53/mo.
May $50,611.53/mo.
June $50,611.53/mo.
July through March 2027 = $54,166.67/mo. (fee goes to proposed of $650,000 annually)
March 2027 through March 2028 = +3% or $55,791.67/mo.
Each contractual year the fee will increase 3% each year.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Rebecca Sayers, Parks, Recreation, Open Space, and Events Director

Date: 02/26/2026

Meeting Date: 03/03/2026

TITLE:

Consideration and Approval of Contract: Development of a Parks, Recreation, Open Space, and Events (PROSE) Master Plan by Kimley-Horn and Associates, Inc. for an amount not to exceed $199,530.00.

STAFF RECOMMENDED ACTION:

1. Approve the contract with Kimley-Horn and Associates for a PROSE Master Plan for an amount not to exceed $199,530.
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The Parks, Recreation, Open Space, and Events Division (PROSE) was created in 2022 and is in need of a new Master Plan to establish updated goals, priorities, and strategies that reflect current community needs and City Council priorities. The last Parks and Recreation Master Plan was adopted by City Council in 2013 and is no longer representative of those values. In 2025, a Request for Proposals was advertised through Planet Bids, and 11 proposals were submitted. Following a rigorous evaluation process, Kimley-Horn and Associates was identified as the top scoring proposer. Their proposal and price includes a robust community engagement process with multiple open houses and focus groups, inclusive of typically under-represented partners, a statistically valid survey, presentations and work with both the Parks and Recreation and Open Space Commissions, and presentations to City Council. The consultant will work closely with staff to ensure alignment with other City adopted plans, including the Active Transportation Master Plan, the updated Regional Plan, the Carbon Neutrality Plan, and the 10-year Housing Plan, as applicable. Other City divisions and programs, including Planning and Development Services, Engineering, and Indigenous Initiatives, will be involved along the way to ensure an inclusive and comprehensive final product that will lay the groundwork for PROSE in the coming years.

Financial Impact:

Project Name: PROSE Master Plan
Cost: $199,530.00
Account Number Budgeted: 001-11-155-0560-5-4206
FY2025-26 Budgeted Amount: $200,000.00
Grant Funded: No
Funding Source: General Fund

Policy Impact:

The PROSE Master Plan will work with staff, the community, Commissioners, and Council on identifying needs and priorities for the next 10-15 years. This will be a policy document adopted by City Council that can help shape the future of PROSE services, programs, and amenities for the Flagstaff community.

Previous Council Decision or Community Discussion:
None.

Options and Alternatives to Recommended Action:
1. Approve the contract with Kimley-Horn and Associates as presented; or,
2. Not approve this contract and direct staff toward an alternate mechanism for PROSE planning.

Background and History:
On October 1st, 2025, the City of Flagstaff published a Request for Proposals (RFP). Solicited in Arizona Daily Sun on October 7th and 14th, 2025. On November 17th, 2025 eleven proposals were received. Five evaluators made up of PROSE along with additional City of Flagstaff staff conducted an evaluation review of all the proposals. The group met to discuss their evaluations and reached a final consensus on scoring for the highest ranked firm to begin negotiations with the Project Manager. After successful agreement between City Legal, Project Manager, and vendor, PROSE is requesting for Council award.
The following are the top scoring firms:
1st: Kimley Horn - 437 points
2nd: Conservation Technix - 420 points
3rd: Logan Simpson - 404 points

Connection to PBB Priorities and Objectives:
High Performing Governance: Implement and communicate innovative and efficient local government programs, new ideas, and best practices.
Safe and Healthy Community: Promote physical and mental well-being through providing recreational opportunities, parks, open space, and active transportation options.
Inclusive and Engaged Community: Proactively foster community representation and civic engagement by enhancing opportunities for public involvement, in line with best practices; facilitate and foster equity, diversity, and inclusivity, including support of trauma-informed policies and practices; ensure City facilities, services, and programs are accessible for all residents and representative of Flagstaff's diverse community.
Livable Community: Provide amenities and activities that support a healthy lifestyle.
Environmental Stewardship: Promote, protect, and enhance a healthy, sustainable environment and its natural resources; engage community members through education and volunteer opportunities.

Connection to Regional Plan:
Policy LU.6.4. Provide appropriate recreational and cultural amenities to meet the needs of residents.
Policy LU.10.5. Consider vacant and underutilized parcels within the City's existing urban neighborhoods as excellent locations for contextual redevelopment that adds housing, shopping, employment, entertainment, and recreational options for nearby residents and transit patrons.
Policy LU.10.9. Civic spaces must be well designed, accessible, and central to the urban fabric.
Policy LU.11.8. Maintain and enhance Heritage Square and Wheeler Park as critical civic space for social gathering and community well-being.
Policy LU.13.8. Locate civic spaces, parks, and institutional uses within neighborhood pedestrian sheds.
Policy LU.13.9. Use open space and FUTS trails to provide walking and biking links from residential uses to employment, shopping, schools, parks, and neighborwoods.
Policy LU.13.10. Protect wildlife corridors where appropriate.
Policy LU.14.1. Maintain rural growth boundaries to preserve the integrity of open spaces identified in the Greater Flagstaff Open Spaces and Greenways Plan and updates.
Policy NH.1.6. New development, especially on the periphery, will contribute to completing neighborhoods, including interconnecting with other neighborhoods; providing parks, civic spaces, and a variety of housing types; and protecting sensitive natural and cultural features.
Goal REC.1. Maintain and grow the region's healthy system of convenient and accessible parks, recreation facilities, and trails.

Connection to Carbon Neutrality Plan:

IR-1. Protect natural areas and ecosystem services that are most vulnerable to the impacts of increased visitation and climate change.
IR-2. Ensure equity, accessibility, and inclusion across all City of Flagstaff Parks and Recreation facilities, helping all members of the Flagstaff community to meet their health and wellness needs.
IR-3. Plan for changes to recreation, reduce emissions, and respond to the impacts of climate change on current Parks and Recreation facilities and operations.
HF-1. Protect existing forests, resources, and meaningful open spaces.
HF-5. Encourage diverse native plant ecosystems in the built environment.
HS-4. Improve the resilience of public infrastructure and City facilities.

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

Attachments: Presentation
2026-31 PROSE Master Plan

PROSE Master Plan contract

March 3, 2026

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

PROSE Master Plan contract

Background and History

- Last Master Plan was adopted in 2013
- Does not include Open Space or Events and Marketing sections
- Many of the needs are the same but time for a new plan
- Set new priorities and strategies
- Consider current planning documents and council priorities



PROSE Master Plan contract

Process

- Request for Proposals posted on October 1 and closed on November 17, 2025
- 11 proposals received
- Evaluation committee was unanimous on the top proposal
- Kimley-Horn and Associates, Inc.
  - Full scope of work, within budget and timeline



PROSE Master Plan contract

Proposed plan

- Kick-off Meeting and Project Management
- Conduct a Needs Assessment
- Public Engagement Plan – Four Series of workshops throughout
    1. Project overview and processes
    2. Present Key Needs Findings
    3. Present Key Technical Findings
    4. Present Recommendations and Implementation Plan



PROSE Master Plan contract

Proposed plan

Broad-based Outreach Strategy

- Virtual Presence and Creating a Branded Identity
- Key Leadership and Partner Interviews
- Community Focus Groups and User Groups
- Youth Engagement
- Public Workshops
- Pop-up Events
- Electronic Survey and Statistically Valid Survey
- Multilingual Project Website



PROSE Master Plan contract

Proposed timeline and budget

- 15 months from notice of award
- $199,530
  - Includes subconsultant for the statistically valid survey and expenses



PROSE Master Plan contract

Staff Recommended Action

1. Approve the contract with Kimley-Horn and Associates for a PROSE Master Plan for an amount not to exceed $199.530.
2. Authorize the City Manager to execute the necessary documents.



CONSULTANT SERVICES AGREEMENT
Contract No. 2026-31

This Contract is entered into this _____ day of _____, 20___ by and between the City of Flagstaff, a political subdivision of the State or Arizona ("City"), and Kimley-Horn and Associates, Inc., a North Carolina corporation("Consultant").

WHEREAS, the City desires to receive and Consultant is able to provide consulting services;

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

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

PROSE Master Plan Consulting

and as more specifically described in the Scope of Work attached here to as ***Exhibit A*** (the "Services").

2. Term and Renewal:

2.1 Contract Term: The term is for a period of three (3) years unless terminated pursuant to the provisions of the Contract. The Contract will be effective as of the date signed by both parties. The City Council has the authority to amend the term of the Contract.

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

2.3 Unilateral Extension: The Contract may be unilaterally extended for one (1) 90-day period. The City Manager or his/her designee (the Purchasing Director) shall have the authority to approve the extension on behalf of the City. Consultant will be provided written notice of the Unilateral Extension prior to expiration of the Contract.

3. Compensation: Consultant shall be paid for satisfactory performance of the Contract in an amount not to exceed **One hundred ninety-nine thousand five hundred thirty dollars and zero cents ($199,530)**including fees and taxes, based on an hourly rate or other measurement made in accordance with the Scope of Work, attached hereto as ***Exhibit A.*** Any price adjustment must be approved by mutual written consent of the parties through a formal amendment. The City Manager or his/her designee may approve an amendment if the total amount of the Contract, as amended, is less than $100,000; otherwise, City Council approval is required.

4. Termination & Cancellation Clauses.

4.1 Non-Appropriation: The City may terminate the Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Consultant.

4.2 For Convenience: Either Party may terminate the Contract for any reason by giving the other Party written notice of such termination no less than fifteen (15) days prior to the date of termination. If the Contract is so terminated, the City's only payment obligation under the Contract shall be for those Services completed prior to the effective date of the termination.

4.3 Conflict of Interest: Pursuant to A.R.S. § 38-511, if the City identifies a conflict of interest in the award or performance of the Contract, the City may cancel the Contract within three (3) years after its execution, without penalty or further liability to Consultant.

5. Amendment: The Contract is intended to be the complete and final agreement of the Parties. The Contract may be amended through a formal written amendment Parties.

6. Compliance with Laws: Consultant shall comply with all applicable federal, state, and local laws, regulations, standards, codes, and ordinances, including acquiring the requisite insurance, licenses, permits, and approvals, required to perform the Contract, and provide copies to City upon request.

7. Insurance:

7.1 Coverage: Consultant shall carry $1,000,000 of Commercial General Liability insurance, $500,000 Automotive Liability insurance, and the State of Arizona statutorily required amount of insurance for Workers' Compensation and Employer's Liability.

7.2 Professional Liability: Where the Consultant is required by state statute to maintain certain licensure to provide the Services required in the Contract, Consultant shall maintain $2,000,000 of Professional Liability insurance.

7.3 Certificate of Insurance: Upon request of the City, Consultant shall provide a Certificate of Insurance to the City documenting the requisite coverage.

8. Indemnity: Consultant shall be fully liable for the actions of its agents, employees, partners, and assigns and shall fully indemnify, defend, and hold harmless the City, and their officers, agents, and employees from third party suits, actions, damages, and costs of every name and description, including attorneys' fees to the extent arising from or relating to personal injury and damage to real or personal property, caused in whole or in part by the negligence or willful misconduct of Consultant, its agents, employees, partners, or assigns. This indemnification shall survive termination or expiration of the Contract.

9. Assignment/Subcontracting: Consultant shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities of this Contract, in whole or in part, without the City's prior written approval.

10. Independent Contractor: Consultant shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, compulsory Workers' Compensation laws of the State of Arizona under A.R.S. § 23-901 (et. seq.) and/or unemployment insurance laws.

11. Nondiscrimination: Consultant shall not discriminate against any employee or applicant for employment or person to whom it provides Services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, and/or familial status and represents and warrants that it complies with all applicable federal, state, and local laws, ordinances and executive orders regarding employment.

12. City Ownership of Document and Data: Any original documents prepared or collected by Consultant in performance of this Contract such as models, samples, reports, surveys, survey results, graphics, tables, charts, plans, computations and other data shall be the property of City ("City's work product"). Consultant agrees that all materials prepared under this Contract are "works for hire" within the meaning of the copyright laws of the United States and hereby assigns to the City all rights and

interests Consultant may have in the materials it prepares under this Contract, including any right to derivative use of the material.

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

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

15. Payment:

    15.1 Invoices shall include the Contract and/or Purchase Order number and dates when the work has been performed. Invoices shall be sent within thirty (30) days following performance. Payment will only be made for satisfactory Services received and accepted by City.

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

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

16. Immigration Laws: Pursuant to A.R.S. § 41-4401, Consultant hereby warrants that it and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and/or federal immigration laws and regulations shall constitute a material breach of the Contract.

17. Forced Labor of Ethnic Uyghurs: Consultant hereby certifies that it does not use the forced labor of ethnic Uyghurs in the People's Republic of China as defined in A.R.S. § 35-394, et seq.

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

19. Governing Law and Forum: The Contract shall be construed in accordance with the laws of the State of Arizona and in the event of litigation relating to the Contract, any action in law or in equity shall be filed in Coconino County, Arizona.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

20. Notice: Any formal notice under the Contract shall be in writing via certified mail and email as follows:

To the City:
Rebecca Sayers
PROSE Director
City of Flagstaff
1702 N Fourth St
Flagstaff, AZ 86004
Email: rsayers@flagstaffaz.gov
Phone: 928-213-2306

To Consultant:
Marissa Pellegrini
Project Manager
14648 N Scottsdale Rd
Suite 200
Scottsdale, AZ 85254
marissa.pellegrini@kimley-horn.com
602-906-1153

With a copy to:
Josh Linam
Sr. Procurement Specialist
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Email: joshua.linam@flagstaffaz.gov

21. 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.

CONSULTANT:	CITY OF FLAGSTAFF
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____
ATTEST:	APPROVED AS TO FORM:
_____	_____
City Clerk	City Attorney's Office

Notice to Proceed issued:_____, 20___

Last Updated August 15, 2025





Exhibit A

Proposal for

Parks, Recreation, Open Space, and Events Master Plan

Solicitation No. 2026-31

Closing Date and Time: *November 17, 2025 at 12:00PM*

Prepared for

City of Flagstaff

Prepared by

Kimley»Horn

Expect More. Experience Better.

November 17, 2025

Joshua Linam
City of Flagstaff
1702 N. 4th Street
Flagstaff, AZ 86004

Kimley-Horn
14648 N. Scottsdale Road, Ste. 200
Scottsdale, AZ 85254
www.kimley-horn.com

RE: Proposal for the City of Flagstaff Parks, Recreation, Open Space, and Events (PROSE) Master Plan, Solicitation No. 2026-31

Dear Mr. Linam and Members of the Selection Committee:

The City of Flagstaff (City) is seeking an experienced consultant to develop the City's PROSE Master Plan (Plan) to create a vision for the community's parks, recreation facilities, open spaces, and events system. This Plan is vital to setting the framework for future decision making, leveraging future grant and funding opportunities, identifying community needs and expectations, and finding solutions to gaps or barriers currently preventing the Flagstaff community from fully utilizing and enjoying parks and recreation amenities. **The Kimley-Horn team is ready to work with the City to develop a visionary and progressive plan focused on promoting an active, safe, vibrant, and sustainable community.** A few distinguishing qualities of our team include:

Recent and Directly Relevant National Experience. Kimley-Horn is a national expert in parks and recreation planning and has recently completed many similar municipal systemwide parks, recreation, trails, open space, and events master plans, including the Prescott Valley Parks and Recreation Master Plan; Scottsdale Parks and Recreation Master Plan, Goodyear Systemwide Parks and Recreation Master Plan; Casa Grande Community Services Master Plan; Snoqualmie Parks, Recreation, Open Space, and Trails Master Plan, and Chandler Parks Strategic Master Plan. **We are highly experienced at creating plans that have been successfully implemented for communities to enjoy.**

Simply a Better Experience. The Kimley-Horn team is focused on providing not only exceptional service and solutions, but also a better overall experience than you would get with any other firm. Our team is eager to leverage our knowledge of the City of Flagstaff to provide the City with a plan that is tailored to your needs and the city's unique opportunities and constraints. **We are excited to demonstrate the type of responsiveness and high-quality service Kimley-Horn and Project Manager, Marissa Pellegrini, PLA, ASLA, CLARB, have become known for in the industry.**

Local Presence and Familiarity. With Kimley-Horn, the City gets the best of both worlds. Our project manager and project team offer extensive, high-caliber, national systemwide parks and recreation master planning experience. These same individuals live locally and have experience working and serving clients in the City of Flagstaff and the surrounding area. **We bring the local knowledge and familiarity, national expertise, and excellent working relationships to make this project successful.**

We are confident that our team is best qualified to complete this project. We are committed to providing exceptional service and responsiveness to the City. Thank you for the opportunity to submit our proposal for this exciting master plan opportunity. Please reach out to Project Manager, Marissa Pellegrini at 602.906.1153 or marissa.pellegrini@kimley-horn.com if you have any questions.

Sincerely,
KIMLEY-HORN

Marissa Pellegrini, PLA, ASLA, CLARB
Project Manager

Adam Perillo, PLA
Sr. Vice President/
Authorized Signer

Kimley»Horn

SECTION A

Company Qualifications and Experience



A. Company Qualifications and Experience

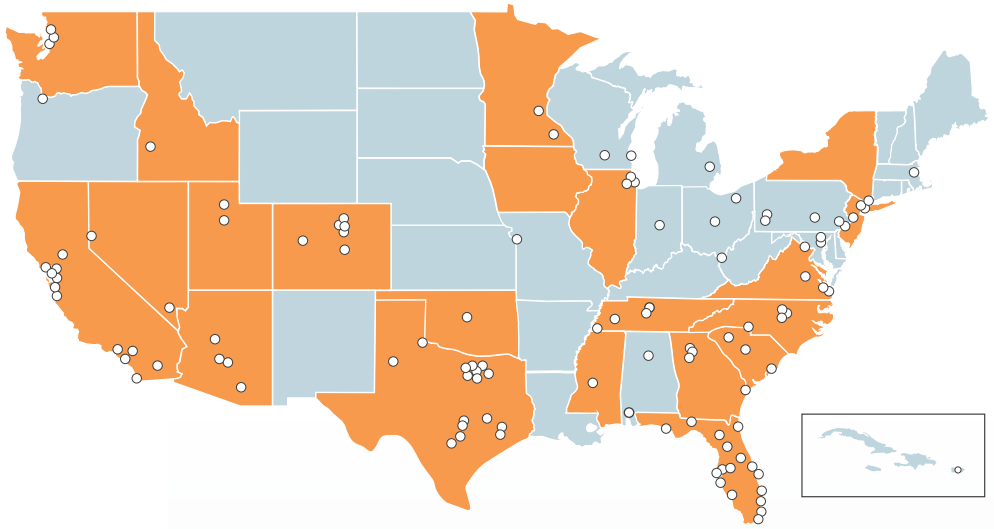
Company Overview

Founded in 1967, Kimley-Horn is a national multidisciplinary planning and engineering firm that has provided innovative, high-quality consulting services across the U.S. for over 58 years. With more than 9,000 professionals in over 147 offices nationwide, municipalities across the country turn to Kimley-Horn for professional services, including master planning; public participation and consensus building; parks and recreation design; trail design; design and maintenance guidelines; environmental studies; feasibility studies; and cost analysis, including life-cycle assessments. With such a wide variety of disciplines offered in-house, Kimley-Horn can look at this project from a variety of perspectives. **We understand what it takes to develop and construct parks and recreation projects and bring the unique ability to see how different aspects of the plan relate and impact other key areas of the community.**

Kimley-Horn's integrated approach to the master planning process is guided by the needs of the constituents who live, work, and play in the communities. We approach complex site planning and civil engineering issues from a multidisciplinary perspective to ensure the final plan achieves your needs today and well into the future. The team of experts we have assembled for this master planning project bring experience and expertise extending from a wide range of parks, recreation, trails, and open space projects that vary from systemwide parks master plans and recreation center master plans to the design and construction of regional, community, neighborhood, and pocket parks and recreation facilities.

Legal Organization

Kimley-Horn is a privately held corporation, fully owned by individuals who are current employees of the firm. Each region within Kimley-Horn is managed by a team of representatives from production, marketing, administration, and practice building. The firmwide Advisory Committee, consisting of members from production, marketing, administration, and practice development, establishes overall direction and policy. This committee collaborates with regional teams as necessary to support organizational objectives. Both the regional teams and Advisory Committee are primarily dedicated to assisting project managers, who oversee all aspects of project execution—including contracting, planning, scheduling, quality assurance, and client relations—from initiation to completion.



○ Kimley-Horn Offices

■ Parks & Recreation Master Planning Projects across the U.S.

58+ Years of Client Service

9,500+ Employees Nationwide

150+ Parks & Recreation Master Planning Projects

18 Years as a FORTUNE Best Company to Work For

Organizational Chart

Our team's organizational chart is shown in Section B, Project Team Qualifications and Roles on page 3.

Company Experience Performing Similar Master Plans

Kimley-Horn has a long history of completing similar comprehensive parks and recreation master planning projects. As we are nationally recognized in this field, we recently presented an education session on Systemwide Parks and Recreation Master Plans with our client, the City of Scottsdale. **We understand from our vast experience that no two communities are alike; therefore, no parks and recreation master plans should be alike.**

A robust community engagement process is a cornerstone of our approach and is what we believe will make your plan successful. When a planning project is transparent, guided by the community, and for the community, it results in plans that have community buy-in and departments that have earned the trust of their community. We strive to immerse our team in our clients' parks systems to create tailored, bespoke plans that will be practical, functional, and implementable in the short term and for years to come. **We strive to make our experience working together a really positive one, with a focus on providing exceptional service and solutions.**

With a portfolio of impressive parks and recreation planning experience, we are confident that our team of qualified professionals will successfully address your parks, recreation, open space, and events master planning needs. The consultants on this team have worked together on numerous notable parks and recreation projects, delivering high-quality results. The matrix below summarizes a few of our most relevant and notable master plans that include all four sections, with more detail included throughout the proposal.

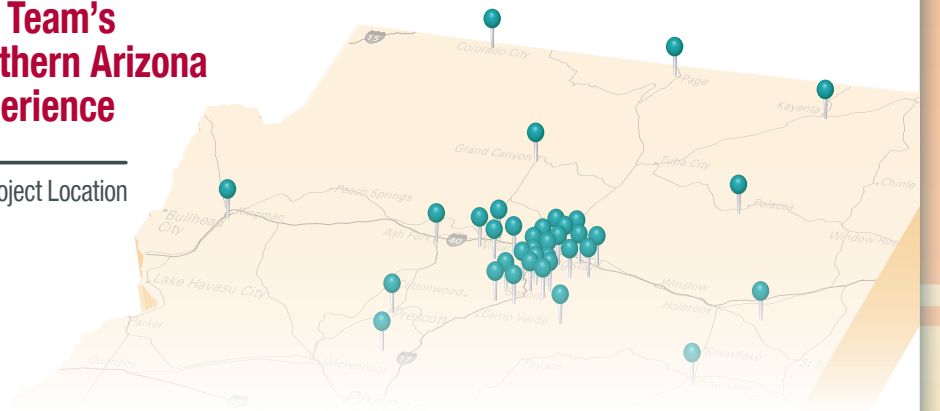
Project	Parks	Rec	Open Space	Events
Shape Scottsdale: Systemwide Parks and Recreation Master Plan	✓	✓	✓	✓
Prescott Valley Parks and Recreation Master Plan	✓	✓	✓	✓
Casa Grande Community Services Plan	✓	✓	✓	✓
Goodyear Gameplan: Systemwide Parks and Recreation Master Plan	✓	✓	✓	✓
Snoqualmie Parks, Recreation, Open Space, and Trails Master Plan	✓	✓	✓	✓

Knowledge of the Region, Area, or Comparable Geographic Locations

Kimley-Horn understands the unique characteristics of the Flagstaff region, including its diverse natural landscapes, ecological zones, and vibrant community dynamics. In developing the Parks and Recreation, Open Space and Events Master Plan, we will focus on integrating sustainable practices that preserve the city's rich biodiversity and scenic beauty. The Kimley-Horn team brings extensive northern Arizona parks and recreation planning and project experience as depicted in the following graphic.

Our Team's Northern Arizona Experience

Project Location



The Kimley-Horn team will leverage our previous northern Arizona parks and recreation planning knowledge experience, which includes the Coconino County Parks and Recreation Master Plan, Prescott Valley Parks and Recreation Master Plan, Sedona Parks and Recreation Master Plan, and Fort Tuthill County Park Master Plan. The team brings local City parks and recreation design knowledge with our previous work on the Thorpe Park Improvements project, which included compliance with the City's Dark Sky ordinance and coordination with Lowell Observatory. We have included **GlobaLocal Vision, LLC** to provide a local approach to strategic planning. Our expertise includes stakeholder engagement, analyzing usage patterns, and identifying recommendations that enhance accessibility and connectivity. **By leveraging our knowledge of regional trends and community needs, Kimley-Horn strives to ensure that Flagstaff's parks, trails, and open spaces contribute to the city's quality of life and environmental stewardship.**

PROPOSER QUESTIONNAIRE

Proposer:

Company Name: Kimley-Horn and Associates, Inc.

Doing Business As (if different than above): N/A

Address: 14648 N. Scottsdale Road, Ste. 200

City: Scottsdale State: AZ Zip: 85254 -

Phone: 602.906.1153 Fax: N/A

E-Mail Address: marissa.pellegrini@kimley-horn.com Website: www.kimley-horn.com

Taxpayer Identification Number: 56-0885615

Mailing Address (if different than above):

Address: N/A

City: State: Zip: -

Proposer Contact for Questions about Proposal:

Name: Marissa Pellegrini, PLA, ASLA, CLARB Fax: N/A

Phone: 602.906.1153 E-Mail Address: marissa.pellegrini@kimley-horn.com

Transaction Privilege (Sales)Tax/Use Tax Information (check one):

_____Proposer is located outside Arizona (The City will pay use tax directly to the AZ Dept of Revenue);

OR

X
_____Proposer is located in Arizona (The Proposer must invoice the applicable state and local tax to City, and remit taxes.)

Arizona Department of Revenue TPT License No.: 07469558 (Attach documentation).

Business License Information (check one):

X Proposer does not have a business location within the City of Flagstaff;

OR

_____Proposer has a business location (uses a building) within the City of Flagstaff.

Flagstaff TPT/Business License Number: _____ (Attach documentation).

ARIZONA DEPARTMENT OF REVENUE
ATTN: Customer Care and Outreach
PO BOX 29032
Phoenix, AZ 85038-9032

ARIZONA DEPARTMENT OF REVENUE

TRANSACTION PRIVILEGE TAX LICENSE

NOT TRANSFERABLE

The licensee listed below is licensed to conduct business upon the condition that taxes are paid to Arizona Department of Revenue as required under provisions of A.R.S. Title 42, Chapter 5, Article 1.

2025

ISSUED TO: KIMLEY-HORN AND ASSOCIATES INC
421 FAYETTEVILLE ST STE 600

RALEIGH NC 27601

ALL communications and reports MUST REFER to this LICENSE NO.

LICENSE: 07469558
START DATE: 12/01/1993
ISSUED: 12/18/2024
EXPIRES: 12/31/2025

LOCATION: CODE 001
KIMLEY-HORN AND ASSOCIATES INC
7740 N 16TH ST STE 300
PHOENIX, AZ 85020
2400069169569

BUSINESS CODE	REGION	JURISDICTION
029 - USE TAX	MAR - MARICOPA	COUNTY
029 - USE TAX	PMA - PIMA	COUNTY
029 - USE TAX	YAV - YAVAPAI	COUNTY
029 - USE TAX	PE - PEORIA	CITY
029 - USE TAX	PX - PHOENIX	CITY

This License is issued to the business named above for the address shown. Licenses, by law, cannot be transferred from one person to another, nor can they be transferred from one location to another. Arizona law requires licensees to notify the Department of Revenue if there is a change in business name, trade name, location, mailing address, or ownership. In addition, when the business ceases to operate or the business location changes and a new license is issued, this license must be returned to the Arizona Department of Revenue. According to R15-5-2201, license must be displayed in a conspicuous place.

00026020 6E0000P7071730200026

Insurance (who will provide the required insurance coverages):

Insurance Company Name Edgewood Partners Inc. Center/Greyling

Contact & Phone Number Jerry Noyola, 770.220.7699

Subcontractors:

List any subcontractors to be utilized, if any.

1. GlobaLocal Vision, LLC
2.
3.
4.

REFERENCES

REFERENCES. Please submit at least three (3) and no more than five (5) references for contracts your company has performed in the last five (5) years demonstrating your experience with providing materials and/or services comparable to the Solicitation. Include sufficient detail for the City to evaluate your experience. You should include the name, title, and telephone number of both the current project owner and the project owner at time of work.

Firm/Government Agency Name: City of Scottsdale – Systemwide Parks and Recreation Master Plan	
Contact Person: Kevin McKee	Phone: 480.312.2204
Title: Deputy Parks and Recreation Director	Fax: N/A
Address: 3939 N. Drinkwater Boulevard Scottsdale, AZ 85251	E-Mail Address: kmckee@scottsdaleaz.gov **Reason for Selecting:** City project manager for systemwide plan, oversight of all aspects of the plan.
Project Date, Size, Complexity, Scope and Duration: **Dates:** 5/2023 – 9/2024 | **Size:** $319K Kimley-Horn partnered with the City of Scottsdale to develop a long-range plan that identified key initiatives, policies, and implementation strategies to guide Scottsdale's Parks and Recreation Department projects, services, and organization over the next 10+ years. The master plan effort included a robust public outreach program including a dedicated project website with several virtual engagement tools, in-person meetings and pop-up events, and focus groups.	
Firm/Government Agency Name: Town of Prescott Valley – Parks and Recreation Master Plan	
Contact Person: Bobby Kieren	Phone: 928.759.3036
Title: Director of Parks and Recreation	Fax: N/A
Address: 7501 E Skoog Blvd Prescott Valley, AZ 86314	E-Mail Address: rkieren@prescottvalley-az.gov **Reason for Selecting:** Town Parks and Recreation Director, oversight of all plan components.
Project Date, Size, Complexity, Scope and Duration: **Dates:** 6/2019 – 7/2020 | **Size:** $27K (subconsultant fee) A 10-year vision for department services was included within the plan that encompassed parks, facilities, recreational programming, art, cultural and special events, as well as open space and trails. The plan also included research, public involvement, and the development of recommendations for all aspects of Parks and Recreation operations. As a subconsultant, Kimley-Horn's responsibilities included leading the necessary facility assessments, CIP estimates, and implementation recommendations.	
Firm/Government Agency Name: City of Casa Grande – Community Services Master Plan	
Contact Person: Daniel Gallegos	Phone: 520.421.8614
Title: Community Services Director	Fax: N/A
Address: 1905 N. Peart Road Casa Grande, AZ 85122	E-Mail Address: daniel_gallegos@casagrandeaz.gov **Reason for Selecting:** Daniel came into the project as a director later in the planning process and is actively working on implementing the plan.
Project Date, Size, Complexity, Scope and Duration: **Dates:** 1/2022 – 6/2023 | **Size:** $61K (subconsultant fee) As part of a consultant team, Kimley-Horn partnered with the City of Casa Grande to update the Community Services Master Plan. This project involved the completion of an extensive needs assessment, community input process, a citizens survey, and a comprehensive evaluation of all existing facilities. The document also included potential future land acquisition, financing options, park development, open space, trails, operations maintenance, library, golf, and recreational programming needs.	

Firm/Government Agency Name: City of Goodyear – Systemwide Parks and Recreation Master Plan	
Contact Person: David Seid	Phone: 623.882.3121
Title: Interim Parks and Recreation Director	Fax: N/A
Address: 1900 N. Civic Square Goodyear, AZ 85395	E-Mail Address: david.seid@goodyearaz.gov
	Reason for Selecting: David was a critical part of the project team for the systemwide master plan, great project team knowledge.
Project Date, Size, Complexity, Scope and Duration: **Dates:** 4/2022 – 9/2023 | **Size:** $279K Kimley-Horn partnered with the City of Goodyear to develop a comprehensive 10-year Parks and Recreation Needs Assessment and Master Plan. Kimley-Horn collected and analyzed data to develop a clear set of goals, policies, and standards for the City of Goodyears park system, open space, trails, preserves, recreation facilities, and program development for the next 10 years.	

Firm/Government Agency Name: City of Snoqualmie – Parks, Recreation, Open Space, and Trails Master Plan	
Contact Person: Dylan Gamble	Phone: 425.681.4110
Title: CIP Manager	Fax: N/A
Address: 68624 SE River Street PO Box 987 Snoqualmie, WA 98065	E-Mail Address: dgamble@snoqualmiewa.gov
	Reason for Selecting: Dylan was our primary point of contact with the City on this master plan and is currently implementing the plan.
Project Date, Size, Complexity, Scope and Duration: **Dates:** 7/2023 – 10/2024 | **Size:** $150K Kimley-Horn assisted the City of Snoqualmie in developing an update to their PROST Plan, which includes an expansive network of over 40 parks and interconnected trails that provide recreational opportunities for residents and visitors. The team created an engagement website to collect community feedback and provided in-person outreach workshops to support development of an initial community vision, as well as goals and objectives to achieve that vision.	

EXCEPTIONS

Notations: Any strikeouts, notes, or modifications to the Solicitation/sample contract documents shall be initialed in ink by the authorized person who signs a Proposal. If notations are made, they must be submitted with a Proposal and are considered Exceptions.

Exceptions: In addition to any notations on the Solicitation documents, please identify and list any exceptions to the Solicitation/sample contract, by section/paragraph, on this Exceptions Form. The City reserves the right to reject, accept, or further negotiate Exceptions. Exceptions may render a Proposal non-responsive.

A Proposer must indicate any and all exceptions taken to the requirements, specifications, and/or terms and conditions of this Solicitation, including the contract form.

Exceptions (INITIAL ONE):

_____No exceptions

_____Exceptions taken (describe). Attach additional pages if needed.

CONFIDENTIAL MATERIALS

Pursuant to Section 11.3 of the Procurement Code Manual, information provided in a Proposal shall be confidential so as to avoid disclosure of contents prejudicial to competing Proposers during the process for evaluation. Proposals shall be open for public inspection after Contract award. Except to the extent a Proposer designates, and the Director of Procurement concurs, trade secrets or other proprietary data contained in the Proposal documents shall remain confidential.

If a Proposer believes that part of a Proposal is a trade secret or contains other proprietary data, a Proposer shall mark the page(s) "CONFIDENTIAL" and isolate the pages as an attachment to this form. A Proposer shall also include an explanation why the information is a trade secret or contains other proprietary data.

Requests to deem the entire Proposal as confidential will not be considered.

A Proposer must provide notice if it would like confidential information returned after final Contract award (and a Proposer is not selected for contract award). A Proposer is responsible for pick-up.

Upon City Council Contract award, information submitted in response to a Solicitation is subject to disclosure pursuant to the Arizona Public Records Law. A.R.S. § 39-121 et seq. If Contractor has clearly marked its trade secrets or other proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.

Confidential/Proprietary Materials (INITIAL ONE):


NO, this Proposal does not contain confidential/proprietary materials.

_____YES, this Proposal includes confidential/proprietary materials. (See attached).

DISCLOSURE

For any item checked YES, you must provide information. Answering YES to one or more questions does not necessarily mean you will be disqualified from this Solicitation. **FAILURE TO PROVIDE TRUE AND COMPLETE INFORMATION MAY RESULT IN DISQUALIFICATION FROM THIS SOLICITATION.**

1. Has your company or any affiliate* in the past 5 years: (i) had a permit revoked or suspended, (ii) been required to pay a fine, judgment or settlement of more than $100,000, (iii) been convicted of a criminal offense (including a plea of guilty or *nolo contendere*), or (iv) been found in contempt of court, as a result of or in connection with any of the following:

   Any offense relating to integrity or honesty, including fraud, bribery, embezzlement, false claims, false statements, falsification or destruction of records, forgery, obstruction of justice, receiving stolen property, theft, price fixing, proposal rigging, restraint of trade, or other antitrust law violation? YES_____ NO__X__

   Violation of the terms of any public contract? YES_____ NO__X__

   Failure to pay any uncontested debt to a government agency? YES_____ NO__X__

   Violation of any law or regulation pertaining to the protection of public health or the environment? YES_____ NO__X__

   *An "affiliate" of your company means any person, company or other entity that, either directly or indirectly (for example, through stock ownership by family members), controls, is controlled by, or is under common control with, your company.

2. Has your company or any affiliate in the past 5 years been named as a party in any lawsuit related to performance of a contract (you do not need to list subcontractor lien claims which have been fully paid/satisfied)?

   YES__X__ NO_____

3. Has your company or any affiliate of your company in the past 5 years been debarred or suspended from submitting proposals on public contracts?

   YES_____ NO__X__

I hereby verify that the foregoing information, and any explanation attached are to the best of my knowledge, true and complete.

_____
Signature of Person Authorized to Sign Proposal

5 Year Litigation History

Kimley-Horn and its subsidiaries have provided services in all fifty states and numerous countries. Because of the many and varied projects we have completed, we are subject to various legal proceedings from time to time and in the ordinary course of business. It is not practical to provide a complete list as part of this proposal. None of the pending matters, if decided against Kimley-Horn, would have a material impact on our financial statements or impair in any way our ability to serve our clients. Generally, these matters are covered by insurance, and we consider them to be without merit. If you would like to discuss our legal matters in more detail, please contact Kimley-Horn's General Counsel, Richard Cook, at 919.677.2058.

Litigation cases filed in Arizona in the last 5 years are as follows:

Alvin and Annette Arellano …surviving parents and children of Natasha Maryanne Arellano deceased, et al v. Warner Kilt, LLC, et al: Superior Court of Arizona Pinal County; Case No. CV2017-00417; filed 2017; traffic accident, wrongful death claimed; settled; closed 2020.

Bryce Nance v. Pinal County, et al: Superior Court of Arizona Pinal County; Case No. CV201502225; filed 2015; traffic accident, wrongful death claimed; settled; closed 2022.

Gabriel Jose Angeles Rios and Yarelis Rosa Roldan v Luann Torkelson, et al: Superior Court of Arizona, County of Maricopa; Case No. CV2023005062; filed 2023; personal injuries claimed; pending

Sean Swenson, a married man; Brent Swenson, a single man v. County of Pinal, et al: Superior Court of Arizona Pinal County; Case no. CV201502128; filed 2015; traffic accident, wrongful death claimed, settled; closed 2021.

Foothills Reserve Master Owners' Association, Inc. v City of Phoenix, et al: Superior Court of Arizona, Maricopa County; Case No. CV2018-009942; filed 2018; served 2019; alleged economic loss; settled; closed 2020

DECLARATION RELATED TO SOLVENCY

Is your company currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or has a trustee or receiver been appointed over all or a substantial portion of the property of your company under federal bankruptcy law or any state insolvency law?

_____ Yes _____ No (INITIAL ONE)

DECLARATION RELATED TO GRATUITIES

I hereby verify and declare that, to the best of my knowledge, neither the Proposer nor anyone associated with the Proposer has given, offered to give, or intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Proposal ("Gratuities").

_____

Signature of Person Authorized to Sign Proposal

DECLARATION OF NON-COLLUSION

I hereby verify and declare that:

The pricing for this Proposal has been arrived at independently and without consultation, communication, or agreement with any other proposer who may submit a Proposal.

The pricing for this Proposal has not been disclosed to any other Proposer who may submit a Proposal, and will not be, prior to the Closing Date and Time.

No attempt has been made or will be made to induce any Proposer or person to refrain from submitting a Proposal, or to submit a Proposal with higher pricing than this Proposal, or to submit an intentionally high or noncompetitive Proposal or other form of complementary Proposal.

This Proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any Proposer or person to submit a complementary or other noncompetitive proposal.

Proposer, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to proposer in any jurisdiction, or involving conspiracy or collusion with respect to proposing on any public contract.

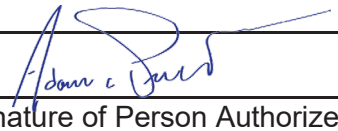
_____

Signature of Person Authorized to Sign Proposal

DECLARATION RELATED TO ADVERSE POSITION

I hereby verify and declare that, to the best of my knowledge, neither the Proposer nor anyone associated with the Proposer have ever made a claim against the City of Flagstaff, filed suit against the City of Flagstaff, or taken an adverse position in a lawsuit filed against the City of Flagstaff. If Contractor has ever made a claim, filed suit, or taken an adverse position in a lawsuit against the City of Flagstaff, identify the name of the parties, the year the action was taken, the court where the lawsuit was filed, and the case number. Additionally, provide a brief description of the adverse position. Failure to provide this information may result in a rejection of the Proposal.

N/A



Signature of Person Authorized to Sign Proposal

Kimley»Horn

SECTION B

Project Team Qualifications and Roles



B. Project Team Qualifications and Roles

Kimley-Horn has earned a reputation for combining creative ideas, technical excellence, and client collaboration resulting in dynamic projects that are harmonious with their environments and positively impact their communities. The organizational chart to the right demonstrates our team structure and specific individual roles followed by individual resumes for our key team members. **We offer the City a streamlined team with recent experience working together and leading similar municipal parks and recreation master plans.**

Project Manager Experience on Similar Projects

Marissa will serve as the project manager and the City's primary point of contact. Marissa's planning and landscape architecture expertise provides her with the unique opportunity to approach a project holistically and guide the team through community outreach, consensus building, site selection, programming, and balancing complex technical project elements with practical solutions. Marissa excels at viewing each project from both a big-picture perspective and with a detailed lens.

A comprehensive, technical master plan for a park, recreation, open space, and events requires a collaborative, multidiscipline approach. Marissa has developed strong relationships with our identified team members to provide the City with an experienced team that can seamlessly deliver a successful project. **Marissa's 15 years of experience includes serving as Project Manager or Deputy Project Manager on similar projects in Arizona and across the country, such as Shape Scottsdale: Scottsdale Systemwide Parks and Recreation Master Plan; Goodyear Game Plan: Systemwide Parks, Recreation, and Trails Master Plan; Snoqualmie Parks, Recreation, Open Space, and Trails Master Plan; Dubuque Leisure Services Comprehensive Master Plan; among others.** She will leverage this deep planning knowledge to ensure the success of the City of Flagstaff PROSE Master Plan.

Subconsultant

Conducting Strategic Planning, **GlobaLocal Vision, LLC** is a full-service, social research consulting firm based in Flagstaff. They bring local expertise in strategic planning, public opinion surveys, park visitor studies, client satisfaction studies, needs assessments, program evaluations, and demographic and social issue analysis. They have extensive experience designing and implementing research projects customized to meet client needs.

Organizational Chart

City of Flagstaff

PROJECT MANAGER
Marissa Pellegrini, PLA, ASLA, CLARB

Key Staff:

Parks Infrastructure
Sean Wozny, PE, PLA, LEED AP BD+C

Parks and Facilities Inventory, Analysis, and Assessment
Randall Kopff, PLA
Marissa Pellegrini, PLA, ASLA, CLARB

Aquatics
Austin Powers, PLA (TX)

Public Involvement/Stakeholder Engagement
Marissa Pellegrini, PLA, ASLA, CLARB
Sean Wozny, PE, PLA, LEED AP BD+C

GIS/Mapping
Jason Getz, GISP

Strategic Planning
Fred Solop, PhD (GlobaLocal Vision, LLC)

Additional Services:
Statistically Valid Survey, Environmental, Graphic and Website Design, Technical Editing and Writing

"Kimley-Horn has exceeded the City's expectations. Their master planning process was comprehensive and inclusive of all user groups and stakeholders. Their attention to detail is exceptional. The City has really appreciated their creativity, ability to listen and incorporate all stakeholders' interest and level of professionalism they bring to the project every day." **—Walt Kinsler, City of Goodyear Capital Improvement Director**



Professional Credentials

- BS, Landscape Architecture, Purdue University
- PLA in AZ (#63390), NM, NV, WA, and UT

Professional Affiliations

- American Society of Landscape Architects (ASLA), *Member*
- Council of Landscape Architectural Registration Boards (CLARB), *Member*
- Arizona Parks and Recreation Association (APRA), *Member*
- National Recreation and Parks Association (NRPA), *Member*

MARISSA PELLEGRINI, PLA, ASLA, CLARB

Project Manager/Public Involvement and Stakeholder Engagement/
Parks Facilities Inventory, Analysis, and Assessment

15 years of experience • 14 years with Kimley-Horn

Marissa is a landscape architect and urban designer with more than 15 years of professional experience in landscape architecture and planning. She possesses a deep portfolio of parks, recreation, and trails planning experience. Marissa has managed, served as lead landscape architect, and led community outreach on a wide range of multidiscipline projects, including systemwide parks and recreation master plans, sports complexes, tournament facilities, park revitalization, neighborhood/community/regional parks, trail design, multi-use paths, multimodal transportation, and recreation facilities. Marissa uses her diverse project background to work closely with municipal clients to interpret public input and ensure the proper vision has been achieved throughout the planning and implementation processes.

Project Experience

- **Town of Prescott Valley, Parks and Recreation Master Plan, Prescott Valley, AZ** — *Landscape Architect*
- **City of Scottsdale, Systemwide Parks and Recreation Master Plan, Scottsdale, AZ** — *Project Manager*
- **City of Goodyear, Goodyear Game Plan: Systemwide Parks, Recreation, and Trails Master Plan, Goodyear, AZ** — *Deputy Project Manager*
- **City of Casa Grande, Parks and Recreation Master Plan, Casa Grande, AZ** — *Landscape Architect*
- **City of Snoqualmie Parks, Recreation, Open Space, and Trails Master Plan, Snoqualmie, WA** — *Deputy Project Manager*
- **City of Prosser, Parks, Recreation, and Open Space Master Plan, Prosser, WA** — *Project Manager*
- **City of Chandler, Parks Strategic Master Plan, Chandler, AZ** — *Landscape Architect*
- **City of Dubuque, Leisure Services Comprehensive Master Plan, Dubuque, IA** — *Project Manager*
- **City of Glendale Parks Conditions Assessment, Glendale, AZ** — *Project Manager*
- **City of Phoenix, Parks and Recreation Master Plan, Phoenix, AZ** — *Landscape Architect*
- **City of Palmdale, Parks and Recreation Master Plan, Palmdale, CA** — *Landscape Architect*
- **City of Jurupa Valley, Jurupa Valley District Parks, Recreation, Trails, and Open Space Master Plan, Jurupa Valley, CA** — *Landscape Architect*



SEAN WOZNY, PE, PLA, LEED AP BD+C

Parks Infrastructure/Public Involvement and Stakeholder Engagement

Professional Credentials

- BS, Civil Engineering, Arizona State University
- PE in AZ (#44745)
- PLA in AZ (#60186)
- Leadership in Energy and Environmental Design (LEED) Accredited Professional (AP) Building Design + Construction (BD+C) (#4255-APBD+C)

Professional Affiliations

- National Society of Professional Engineers (NSPE), *Member*
- Society of American Military Engineers (SAME), *Member*
- APRA, *Member*
- U.S. Green Building Council – National Capital Region, *Member*

25 years of experience • 14 years with Kimley-Horn

Sean's project experience has primarily been within the public sector with a focus on parks and recreation projects. Sean is both a licensed civil engineer and landscape architect providing a tailored skill set to meet the needs of parks and recreation planning, design, and construction projects. His project experience over the past 25 years includes master planning, final design, and construction administration for regional, community, neighborhood parks, trails/pathway, and sport complex facilities.

Project Experience

- City of Goodyear, Goodyear Game Plan: Systemwide Parks and Recreation Master Plan, Goodyear, AZ — *Project Manager*
- City of Scottsdale, Parks and Recreation Master Plan, Scottsdale, AZ — *Project Engineer*
- City of Casa Grande, Parks and Recreation Master Plan, Casa Grande, AZ — *Project Manager*
- City of Chandler, Parks Strategic Master Plan, Chandler, AZ — *Project Engineer*
- City of Buckeye, Parks and Recreation Master Plan, Buckeye, AZ — *Project Engineer*
- Town of Oro Valley, Parks and Recreation Needs Assessment and Master Plan, Oro Valley, AZ — *Project Engineer*
- Coconino County, Parks and Recreation Master Plan, Coconino County, AZ — *Project Engineer*
- Town of Prescott Valley, Parks and Recreation Master Plan, Prescott Valley, AZ — *Project Engineer*
- City of Goodyear, Bullard Wash Bicycle and Pedestrian Master Plan, Goodyear, AZ — *Project Engineer*
- City of Sedona, Parks and Recreation Master Plan, Sedona, AZ — *Project Engineer*
- City of Glendale, Parks and Recreation Master Plan, Glendale, AZ — *Project Engineer*
- Coconino County, Ft. Tuthill Regional Park Master Plan, AZ — *Project Engineer*
- City of Avondale, Agua Fria Wetlands Master Plan, Avondale, AZ — *Project Manager*
- City of Buckeye, Skyline Regional Park Feasibility Study, Buckeye, AZ — *Project Engineer*
- Town of Gilbert, Regional Park Master Plan, Gilbert, AZ — *Project Manager*



Professional Credentials

- BS, Landscape Architecture, The Ohio State University
- PLA in AZ (#62750), CA, NV, and OR

Professional Affiliations

- CLARB, *Member*
- California Park and Recreation Society, *Member*

RANDALL KOPFF, PLA

Parks Inventory, Analysis, and Assessment

24 years of experience • 10 years with Kimley-Horn

Randall's more than 24 years of professional experience have encompassed a wide variety of landscape architectural, planning, and graphic services on parks and recreation projects throughout the U.S. His skills include site inventory/analysis, master planning, design development, graphic presentations, 3D modeling, project management, and detailed technical drawings. Randall uses his diverse project background to work closely with individual clients to interpret public input and ensure that the proper vision has been achieved throughout the planning, design, and implementation processes.

Project Experience

- **City of Jurupa Valley, Jurupa Valley District Parks, Recreation, Trails, and Open Space Master Plan Jurupa, CA** — *Project Manager*
- **City of Goodyear, Goodyear Game Plan: Systemwide Parks and Recreation Master Plan, Goodyear, AZ** — *Landscape Architect*
- **City of Scottsdale, Parks and Recreation Master Plan, Scottsdale, AZ** — *Landscape Architect*
- **City of Casa Grande, Community Services Master Plan, Casa Grande, AZ** — *Landscape Architect*
- **City of Buckeye, Parks and Recreation Master Plan, Buckeye, AZ** — *Landscape Architect*
- **City of Chandler, Parks Strategic Master Plan, Chandler, AZ** — *Landscape Architect*
- **Maricopa County, Parks and Recreation System Master Plan, Maricopa County, AZ*** — *Landscape Architect*
- **Coconino County, Parks and Recreation Master Plan, Coconino County, AZ** — *Landscape Architect*
- **Seeley County, Bates Park Master Plan, Seeley, CA** — *Project Manager*
- **City of Palmdale, Parks Master Plan, Palmdale, CA** — *Project Manager*
- **City of Littleton, Littleton Parks, Recreation, Trails, and Open Space Master Plan, Littleton, CO** — *Project Manager*
- **City of Phoenix, Parks Master Plan, Phoenix, AZ** — *Kimley-Horn Project Manager*
- **Town of Gilbert, Regional Park Master Plan, Gilbert, AZ** — *Landscape Architect*

Similar Featured Project

City of Scottsdale, Shape Scottsdale: Systemwide Parks and Recreation Master Plan

Scottsdale, AZ

Kimley-Horn partnered with the City of Scottsdale to develop a long-range plan that identified key initiatives, policies, and implementation strategies to guide Scottsdale's Parks and Recreation Department projects, services, and organization over the next 10+ years. The master plan effort included a robust public outreach program including a dedicated project website with several virtual engagement tools, in-person meetings and pop-up events, and focus groups.

Similar Key Project Elements

- Dedicated Project Website
- Project Branding
- Hybrid Outreach Approach (In-Person/Virtual)
- Coordination with General Plan
- Statistically Valid Survey
- Youth Outreach
- Social Media Content Creation
- QR Code Advertisement
- GIS Mapping
- Intercept Surveys at Pop-Up Events
- Full HOA Inventory
- CIP
- Land Acquisition Analysis
- Trails Gap Analysis
- Operations and Maintenance Assessment
- Programming Assessment
- Coordination with Tourism

Completion Date: 9/2024 | Completed on-time and within budget

Key Team Member Involvement: Marissa Pellegrini, *Project Manager*; Sean Wozny, *Project Engineer;* Randall Kopff, *Landscape Architect*

Client Reference:
Kevin McKee
City of Scottsdale Deputy Parks and Recreation Director
480.312.2204 | kmckee@scottsdaleaz.gov









SECTION C

Understanding of Scope and Approach



C. Understanding of Scope and Approach

The following tasks have been identified from the City's provided scope of work and sequenced to allow the team to identify concurrent tasks within the data collection, analysis, and engagement processes.

TASK 1: Project Initiation and Conduct a Needs Assessment

Kick-off Meeting and Project Management

The Kimley-Horn team will be in close contact with the City's designated project manager throughout the project, ensuring constant feedback and timeliness of project deliverables. Detailed steps of this task include:

- **Confirmation and Outcome Expectations:** The project goals, objectives, scope, and schedule will be confirmed by discussing the expectations of the completed project.
- **Communications:** We will confirm lines of communication, points of contact, level of involvement by the Parks, Recreation, Open Space, and Events Division (Division) staff and local leaders, and other related project management details.
- **Progress Reporting:** The Kimley-Horn team will maintain close contact with the City's designated project coordinator throughout the performance of the project.

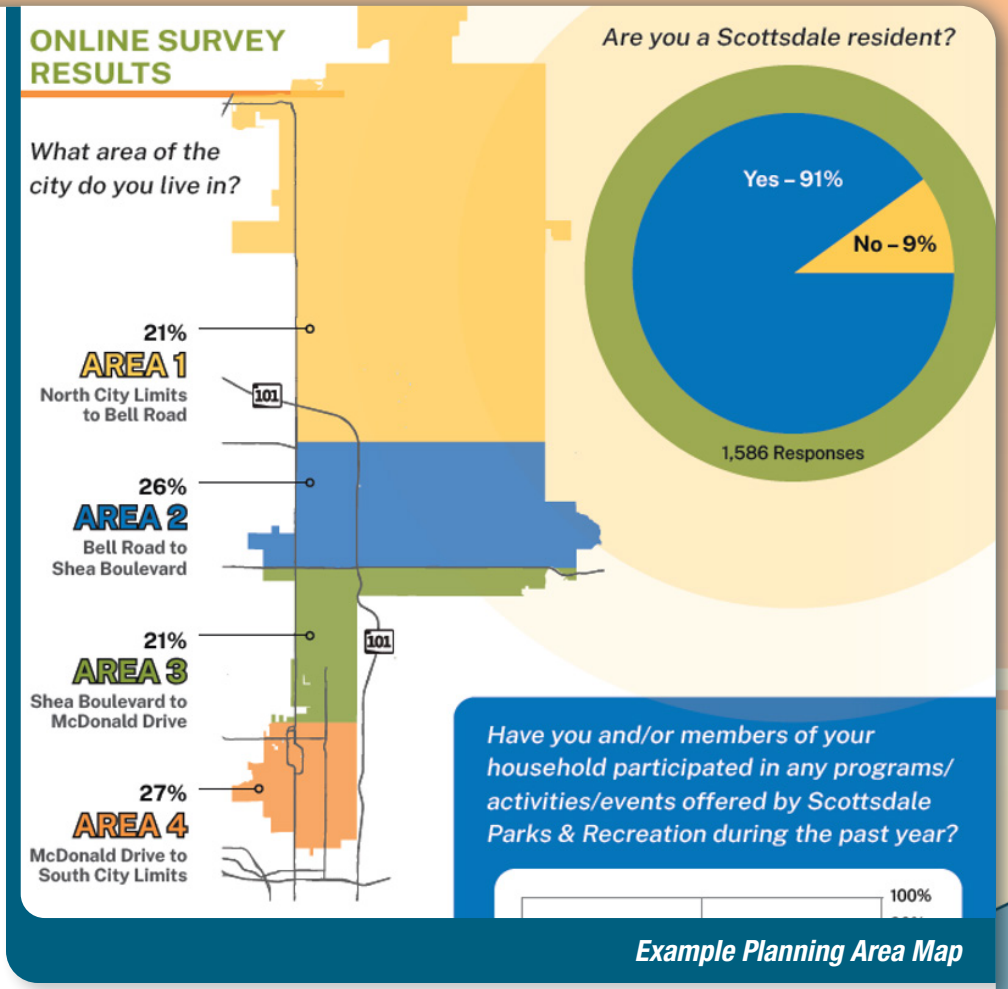
We will develop and supply the City with status reports on a monthly basis. Until the plan is approved, the Kimley-Horn team will hold progress meetings bi-weekly, or as often as needed.

Conduct a Needs Assessment

The Kimley-Horn team will take steps to set up needs assessment tasks. These include the following:

Data Request: The Kimley-Horn team will provide the City with an organized data request list. This will include existing GIS, existing relevant plans and studies, financial data, organization chart, program offerings and information, and maintenance logs, among other items. These items will be utilized, as available, to help the team understand the Flagstaff Parks, Recreation, Open Space, and Events system, help tailor internal focus group questions, and for reference in creation of subsequent task deliverables.

Planning Area Identification: The team will work with the City to understand the geography and makeup of the city and identify distinct planning areas, see example above. These planning areas may be used for community outreach marketing purposes, community outreach venue selection, survey cross-tabulation, and demographics and trends studies.



Example Planning Area Map

TASK 2: Develop and Implement Public Engagement Strategy

Public Engagement Plan

The community and stakeholder engagement process is at the heart of this plan. We believe the success of a well-crafted master plan process lies in the ability to actively engage the community and stakeholders. The team will

work with the City to coordinate strong project branding, a project launch plan, and a public engagement plan. Community participation through key leadership meetings, inter-departmental City meetings, focus group meetings, community workshops, pop-up events, and citizen surveys will provide a complementary blend of quantitative and qualitative data (See the graphic to the right). Kimley-Horn will assemble and apply this information to the overall planning process to accurately identify unmet needs, address key issues, and provide the strongest recommendations through strategies moving the Division forward for optimum results.

A public engagement plan will be created with the City's input to ensure a comprehensive platform is used, eliciting the most engagement from diverse stakeholders. The plan will include the stakeholder group, method(s) used to engage, and the party responsible for the engagement. The public engagement process will work hand in hand with the development of an advocacy strategy for the Master Plan.

This strategic process is a series of workshops at each milestone of the phase as follows:

Workshop Series #1 – Overview of project and processes to achieve successful, sustainable implementation and determine community needs and priorities

Workshop Series #2 – Present Key Public Needs Assessment Findings

Workshop Series #3 – Present Key Technical Findings

Workshop Series #4 – Present Recommendations and Implementation Plan

Each Workshop Series includes outreach/presentations and opportunities for feedback to the community, boards/commissions, and City Council via website updates, interactive tools, or community meetings.

Broad-based Outreach Strategy

The Kimley-Horn team will utilize a robust community engagement process that is consistent with community values and procedures to obtain input from stakeholders, interest groups, and the community to validate recommendation of the Master Plan. This community engagement process will include the following strategies:

Virtual Presence and Creating a Branded Identity

The public engagement planning meeting will be critical at the project onset. This meeting will develop the outreach plan and create a branded identity for this project. The project branding can relate to existing City of Flagstaff branding, another existing theme, or can be unique to parks and recreation and this project. Creating a project identity helps residents with project recognition and understanding.

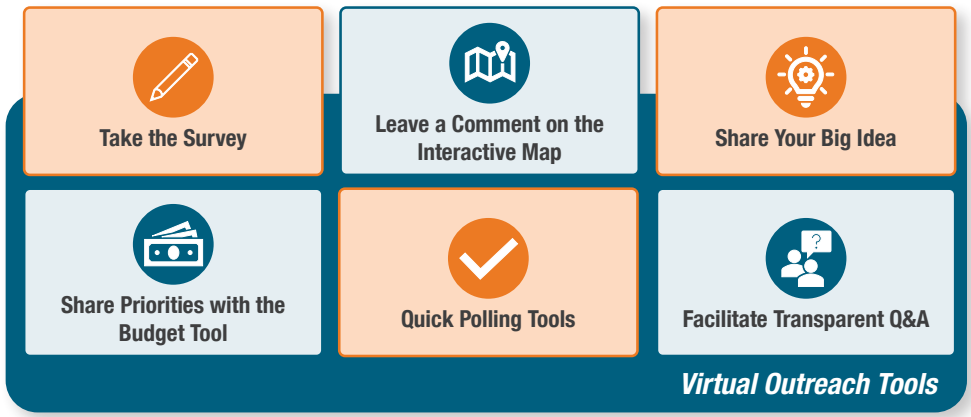


Achieving broad-based participation requires a hybrid approach to outreach that includes both in-person and virtual opportunities to provide input. A dedicated project website with a variety of virtual engagement tools will reach more residents and a more diverse demographic. The ability to advertise the project by simply directing residents to the project website via web address, link, and QR code can provide the City with the ability to set up A-frame signs with the QR code in parks and facilities, distribute paper or virtual flyers to local businesses and schools, and gain participation in new ways. Social

media presence is an important advertising tool. Creating relevant content and leveraging the City's various social media accounts and partner social media accounts is a great way to promote the project awareness and participation.

Kimley-Horn has a full in-house graphics and public engagement team that can develop project branding concepts; build and maintain a dedicated project website; create interactive maps, exhibits, and videos; and work with the City to create and schedule social media content. Kimley-Horn's team will create project-specific and division-specific templates and marketing collateral that can be used over the course of this project and beyond. The goal will be to develop a kit-of-parts for the City to use in their branding for years to come.

Our in-house translation services can also translate project material and marketing collateral to any language required to meet the needs of the community. Ownership of the project website and any tools created can be shifted to the City at the end of the project. Kimley-Horn's software team can be available as an extension of staff to interpret and solve issues related to the web-based tools on an as-needed basis. Our team plans to utilize the tools shown below in order to gain feedback from the public for the parks and recreation master plan.



Virtual Outreach Tools

Key Leadership and Stakeholder Interviews

Early in the project, the Kimley-Horn team will perform interviews with key community leaders and stakeholders to evaluate the future vision for the Master Plan, including community values, strengths and challenges, trends, and the level-of-service (LOS) provided. Various commissions, City Council, school officials, sports and recreation associations, leaders and officials in neighboring communities, key partners/philanthropic groups, and others as mutually determined could be included in the interviews.



Stakeholder and Leadership Interviews



Community Focus Groups and User Groups

The Kimley-Horn team will conduct multiple group meetings with key community leaders and stakeholders to evaluate their vision for parks and recreation in Flagstaff. These interviews/focus groups will help the Kimley-Horn team gain an understanding of the community values, strengths and weaknesses of the park and recreation system, and LOS provided.


Staff Focus Group

Youth Engagement

To engage the large youth segment of the population, we will deliver an online survey administered through the City's website and/or conduct separate pop-up outreach events at schools, youth groups, and recreation facilities. These surveys will provide Flagstaff youth with a medium to share their input as it relates to parks, recreation programs, and facility needs.


Youth Engagement

Public Workshops

We propose to conduct three public workshops and one follow-up meeting conducted during the final briefing component of the plan. These meetings will ensure the community has the opportunity to discuss their options and perceptions regarding parks, trails, recreation, natural resources, and open space. New ideas and alternative approaches from within the city and around the nation will be brought forward to help spark creative thinking. A variety of virtual tools like Social Pinpoint, Google Boards, and Mentimeter can be used to collect additional data and provide other mechanisms for virtual engagement such as using real-time interactive polling to solicit feedback.


Interactive Public Workshop

Pop-up Events

We propose to conduct pop-up events and provide the City with materials to conduct their own pop-up events, as desired. These pop-up events provide the opportunity to meet people where they are. These types of events target both users and non-users of the parks system and let the public know about the project in a unique environment. Pop-up events could include special events put on by the City or could be coordinated with local partners and businesses to allow for a booth, tent, or passing out business cards to direct attendees to the project website.







Pop-up Events

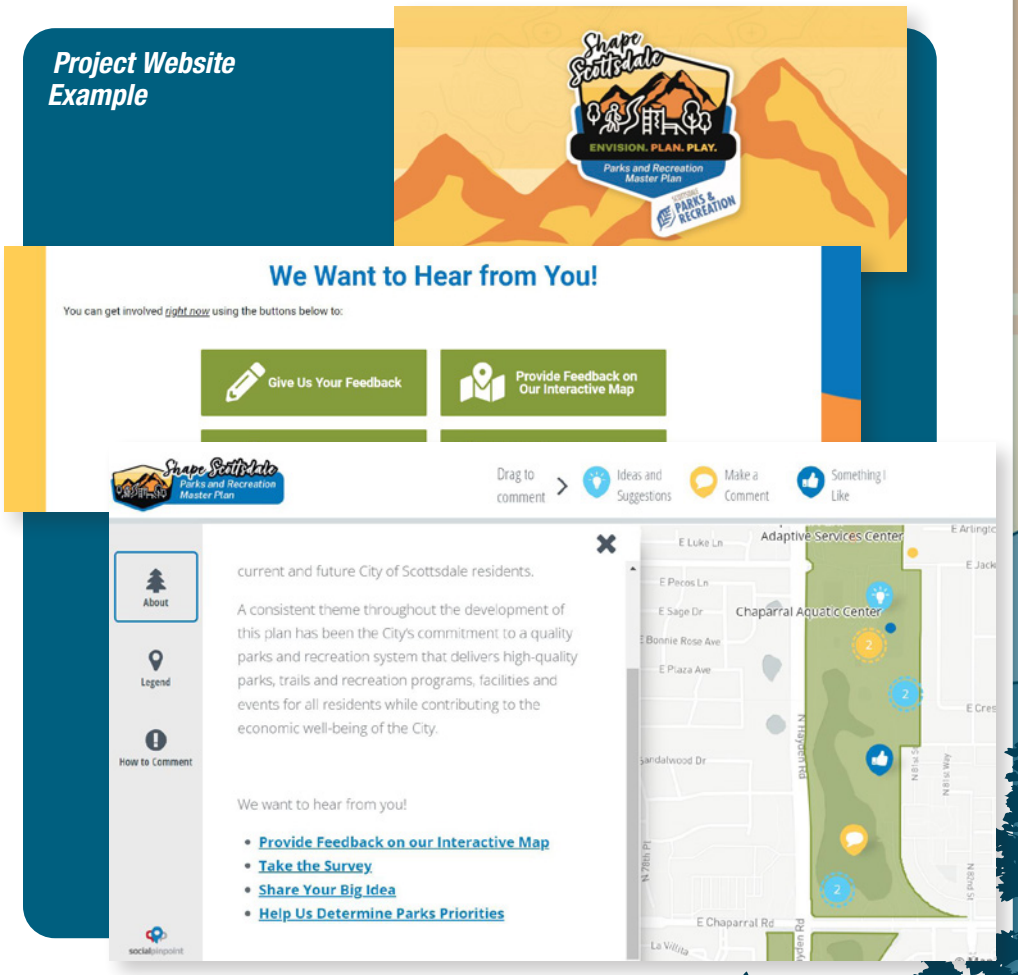
Electronic Survey

The Kimley-Horn team will create an online survey administered through SurveyMonkey or Social Pinpoint that will be promoted through the project website and the City's outreach mediums to maximize outreach and response rates. The surveys will provide non-statistically valid data complementing the stakeholder and focus group recommendations for park amenities, specific programs, trail linkages, indoor recreation facility components, usage, and pricing strategies.

Multilingual Crowd-Sourcing Project Website

The Kimley-Horn team will develop a customized, multilingual, mobile-friendly website for this project that provides ongoing project updates, allows users to participate using multiple engagement tools in real time, and serves as the avenue to crowd-source information for the entire community. The website will be branded in conjunction with the City and project branding that will be developed. This virtual outreach method has proven to be a very effective tool in engaging the community on an ongoing basis, as well as maximizing outreach to a more diverse demographic that may not traditionally attend public meetings or choose to respond to a phone or mail survey.

Project Website Example



TASK 3: Collect and Analyze Data

Relevant Plan and Document Review

We will collect, log, and create electronic copies as appropriate (MS Word/Excel and Adobe Acrobat) of key data to facilitate dissemination of information. This will assess the long-term goals as expressed in relevant existing plans and studies. Relatively recent planning documents will be key resources and help inform the Master Plan process.

Statistically Valid Needs Analysis Survey

We will perform a random, scientifically valid community-wide household survey to quantify the knowledge; needs; unmet needs; priorities; and support for system improvements, including park, facility, programming, arts, and trail needs of the City. The survey would be administered by phone or by a combination of a mail/phone survey and will have a 95% level of confidence and a confidence interval of +/- 5%. Prior to the survey being administered, it would be reviewed and approved by City staff.

Statistically valid surveys offer the following:

- Scientific Methods of Understanding Community Needs
- Geographic Distribution Validity
- Age Segmentation Validity
- Cross Tabulation by Geographic Location
- Cross Tabulation by Household Type
- Demographic and Trends Analysis

Statistically Valid Survey Cross Tabulation Table

Facility and Amenity Prioritization by Sub Park Planning Area

High Priority Facilities and Amenities	County-Wide	Ashburn	Dulles	Leesburg	Northwest	Potomac	Route 15 N	Route 15 S	Route 7 W	Sterling	Southwest
Trails-Paved (for recreation)	●	●	●	●	●	●	●	●	●	●	●
Trails-Unpaved/Natural	●	●	●	●	●	●	●	●	●	●	●
Parks-Natural Areas	●	●	●	●	●	●	●	●	●	●	●
Water/River Access	●	●	●	●	●	●	●	●	●	●	●
Adventure Area	●	●	●	●	○	●	●	●	●	●	○
Dog Park (off-leash)	●	●	●	●	○	●	○	●	●	●	○
Parks-Large, District/Regional	●	●	○	○	○	●	○	●	●	○	●
Swimming Pool-Indoor/Outdoor-Recreation Pool	●	○	○	●	●	●	●	○	●	●	○
Campgrounds	●	●	○	●	○	○	●	●	●	○	○
Parks-Small, Community/Neighborhood Parks	●	●	●	●	○	○	○	○	○	○	○
Outdoor Exercise/Fitness Area	○	●	○	○	○	●	○	○	○	●	○
Trails-Mountain Bike	○	○	○	●	○	○	●	○	○	○	○
Swimming Pool-Indoor/Outdoor-Lap Pool	○	○	○	○	○	○	○	○	●	○	○
Environmental/Nature Education Center	○	○	○	○	○	○	○	○	●	○	●
Indoor Facility (Community/Recreation	○	○	○	○	○	○	○	○	●	○	○
Indoor Basketball/Volleyball Courts	○	○	○	○	○	○	○	○	●	○	○
Playgrounds	○	○	○	○	○	○	●	○	○	○	○
All Accessible/All Abilities Amenities	○	○	○	○	○	○	○	○	○	○	○

Demographic Trends Analysis

The Kimley-Horn team will utilize the City's projections and supplement with census tract demographic data obtained from Environmental Systems Research Institute, Inc. (ESRI), the largest research and development organization dedicated to GIS and specializing in population projections and market trends; for comparison purposes data will also be obtained from the U.S. Census Bureau. This analysis will provide an understanding of the demographic environment for the following reasons:

- To understand the market areas served by the park and recreation system and distinguish customer groups
- To determine changes occurring in the city and the region, and assist in making proactive decisions to accommodate those shifts
- To provide the basis for Equity Mapping and Service Area Analysis

From the demographic base data, sports, recreation, and outdoor trends are applied to the local populace to assist in determining the potential participation base within the community. For the sports and recreation trends, the Kimley-Horn team utilizes the Sports and Fitness Industry Association's (SFIA) Study of Sports, Fitness and Leisure Participation, ESRI local market potential, as well as participation trends from the Outdoor Foundation on outdoor recreation trends.

Parks and Facilities Inventory and Assessment

We will perform on-site inventory and document the existing City parks and recreation facilities via photographs and written summaries. The Kimley-Horn team will compile, inventory, and assess existing parks, trails, open space, and facilities. We will develop tables which generally identify and evaluate quality of facilities based on field visits to each park to determine the conditions of buildings, grounds, equipment, and overall appearance. We identify any major deferred maintenance items and provide a general assessment of the accessibility of the facilities. We also address the adequacy for stated purposes and use and the potential for expansion based on previously prepared master plans (if applicable) and document the current hours of operation. We will also examine the functionality of the existing park site plans and make observations related to vehicular and pedestrian flow, operations, and efficiency. This assessment will consider the capacity of each amenity found within the system (e.g., playgrounds, ball fields, trails, natural areas, special facilities, etc.), as well as functionality, accessibility condition, comfort, and convenience.





Inventory Assessment with On-site Input from Parks and Recreation Staff

Park Classifications and Level of Service Standards

The Kimley-Horn team will work with the City to review and confirm and modify or add to existing park classifications and preferred facility standards for all park sites, trails, and open space amenities, including common areas and indoor and outdoor facilities. The classifications will consider size, population served, length of stay, and amenity types/services. Facility standards include LOS standards and the population served per recreational facilities and park amenities. Any new or modified classification or standard will be approved as required. These are based on regional, statewide, or nationally accepted parks and recreation standards, as well as Kimley-Horn's national experience and comparison with peer/survey agencies. Standards will be adapted based on the needs and expectations of the City.

TASK 4: Determine Strategic Direction and Analysis of Forecasted Needs



Maintenance Workshop

Visioning Workshop and Park-by-Park Workshops

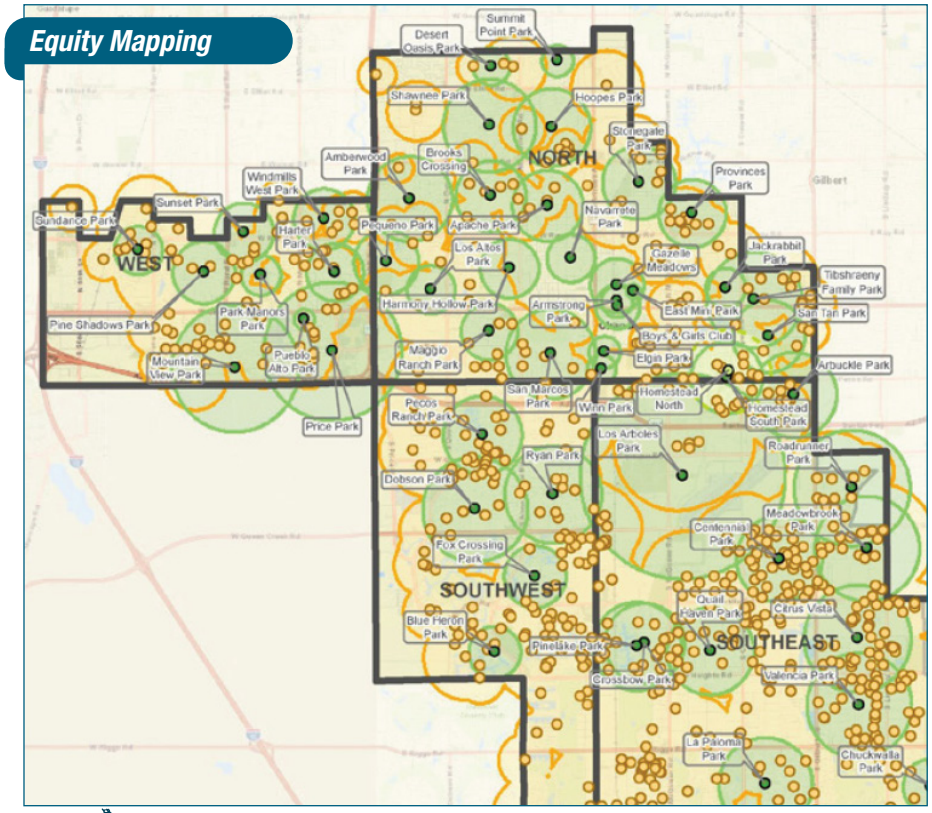
We will conduct full-day workshops, as needed, with various groups within the Division staff to understand the park system, long-range goals, big ideas, as well as more detailed elements of the system like park use, access, and condition characteristics for a substantial selection of the City's park sites. These workshops will be a valuable resource allowing us to draw on the experience of the staff and expand our understanding beyond a reading of the available data. The workshop is designed to make good use of staff time; therefore, preparation prior to the meeting is essential.

Prioritized Facility and Program Priority Rankings

The Kimley-Horn team will synthesize the findings from the community input, survey results, standards, demographics and trends analysis, park and facility inventory, recreation services assessment, and the service area mapping into a quantified facility and program priority ranking. The priority listing will be compared against gaps or surplus in recreation services, parks, facilities, and amenities, and will also provide guidance for a future Capital Improvement Plan (CIP). The analysis will include probable future parks, recreation facilities, open spaces, and event needs based on community input, as well as state and national user figures and trends. A set of prioritized recommendations for maintenance and renovation of parks, and recreation facilities will also be developed. To review the findings and make necessary revisions, we will conduct a work session with staff.

Geographical Analysis through Mapping

We will work with the City to determine appropriate GIS mapping. The Kimley-Horn team can utilize GIS to perform geographical mapping to identify service area analysis for specific facilities and programs, including mapping by classification and major amenities by facility standards as applied to population density and geographic areas. A service area is defined as a measured area around a park or amenity whose radius encompasses the population associated with the appropriate facility standard for each park classification and amenity. Using the service areas provided by the Kimley-Horn team for each park and major facility type (amenity), we will prepare a series of maps by each park classification and major amenity (see example below). We will provide maps in digital format and can work with the City's GIS staff to ensure we are returning updated GIS layers in the correct format so they may be utilized and updated by the City moving forward.



TASKS 5 and 6: Develop Recommendations and Implementation Strategies and Create Action Plan – Strategic, Capital and Financial

Capital Improvement Plan

The City of Flagstaff PROSE Master Plan is an outstanding opportunity to enhance the value and importance of parks and recreation as the shaping amenity and backbone of community development. The master plan document is meant to be a living and evolving tool for the City to use as a roadmap in order to implement its vision. To assist in this implementation, we recommend the development of a three-tier CIP that will assist the City in the inevitable and continuous rebalancing of priorities and their associated expenditures.

Each tier reflects different assumptions about available resources:

- The **Critical Alternative** has plans for prioritized spending within existing budget targets and focuses on deferred maintenance and life cycle replacement of assets and amenities within the existing parks system. The intention of this alternative is to refocus and make the most of existing resources with the primary goal being the City maintaining its high-quality services.
- The **Sustainable Alternative** describes the extra services or capital improvement that should be undertaken when additional funding is available. This includes strategically enhancing and renovating existing parks and facilities to better meet the park and recreational needs of Flagstaff residents that would require additional operational or capital funding. In coordination with the City's finances, the PROSE Division would evaluate and analyze potential sources of additional revenue, including but not limited to capital bond funding, partnerships, grants, and existing or new taxes.
- The **Visionary Alternative** represents the complete set of services and facilities desired by the community. It is fiscally unconstrained but can help provide policy guidance by illustrating the ultimate goals of the parks and recreation system and by providing a long-range look to address future needs and deficiencies. In the Master Plan, the Visionary Alternative addresses complete renovations of aging parks and facilities and the development of new parks and facilities. Funding for visionary projects would be derived from partnerships, private investments, and new tax dollars.

Funding and Revenue Strategies

Funding strategies will be developed based in part to our review and analysis of the facilities, as well as the national experience brought by the Kimley-Horn team. We have identified numerous funding options that can be applied to the Master Plan based on community values. The funding strategies to be evaluated for recommendations will include at a minimum:

- Fees and charges options and recommendations
- Endowment/non-profit opportunities for supporting operational and capital costs
- Sponsorships to support programs, events, and facilities
- Partnerships with public/public partners, public/not-for-profit partners, and public/private partnerships
- Dedicated funding sources to support land acquisition and capital improvements
- Development agreements to support park acquisition, open space, and park and facility development
- Earned income options to support operational costs
- Land or facility leases to support operational and capital costs
- Identify grant opportunities and resources to construct parks and facilities identified in the Master Plan including suggested timelines

Strategic Action Plan

The Master Plan will be framed and prepared through a series of workshops with staff. The overall vision and mission statements will be affirmed or modified, and direction for the City will be established along with individual action strategies that were identified from all the research work completed. Key recommendations and tactics that support each action strategy to its fullest outcome will be outlined in a strategy matrix with priorities, timelines, measurement, and teams within the City for external partners to focus on.

Develop Vision, Mission, and Goals/Objectives

The supporting vision and mission statements will be affirmed or developed with senior staff in a work session. Following this effort, goals/objectives and policies will be established and prioritized. A status briefing will be presented to gain input and consensus on direction.

Strategic Action Plan Development

Upon consensus of all technical work, the remaining action plan will be completed with supporting strategies, actions, responsibilities, priorities/timelines, and cost estimates. These strategies will be classified as short-term, mid-term, or long-term strategies and priorities. This will be reviewed with City staff in a workshop. The Kimley-Horn team will propose a prioritization schedule and methodology used on successful master plans across the United States. Action plans will be established in the following key areas:

Park and Land Acquisition: Recommendations that provide for short- and long-term enhancement of parkland acquisition in the city. This will include usable and workable definitions and recommendations for designated park and facilities with acreages and parameters defined as appropriate.

Park and Facility Operations and Maintenance: Recommendations that provide for short- and long-term enhancement of park and facility management practices of the Division.

Programs and Services: Recommendations that provide for short- and long-term development and maintenance of programs and services provided by the Division, including opportunities to improve meeting user needs.

Financial and Budgetary Capacity Development: Recommendations that provide for short- and long-term enhancement of the financial and budgetary capacity of the Division related to parks and lands.

Policies and Practices: Specific policies and practices for the Division that will support the desired outcomes of the Master Plan will be detailed.

TASK 7: Final Report and Presentation Draft Report Preparation and Briefings

The Kimley-Horn team will prepare a Master Plan draft with strategies addressing all analyses performed and consider the fiscal and operational impacts to the City's park system. The recommendations and prioritization of needs will be reviewed and discussed with the City.

Final Master Plan Presentations, Preparation, and Production

Upon comment by City staff and City Council, the Kimley-Horn team will revise the Master Plan draft to reflect all input received. Once the Master Plan draft is approved, the Kimley-Horn team will prepare a final summary report and present for final approval and adoption.

Parks, Recreation, Open Space, and Events Master Plan

Kimley»Horn

Workplan and Schedule

TASK 1: Project Initiation

Kick-off Meeting

- Establish Core Team
- Executive Advisory Committee
- Stakeholder ID
- Define Project Vision and Goals
- Project Milestone Schedule
- Schedule Development
- Data Request

Public Outreach Plan

- Participants
- Venue Locations
- In-Person/Virtual Meeting Formats
- Notifications
- Presentation Content
- Intercept Surveys

Demographic and Trends Analysis

- Planning Areas
- Population Density
- Age Distribution
- Households
- Sex/Gender
- Ethnicity
- Household Income

Individual Interviews

- City Council
- Parks and Recreation Commission

Focus Group Meetings

- School Districts
- Youth Advisory Group
- Senior Groups
- Aquatics
- Adaptive Sports
- Youth/Adult Sport Leagues
- Parks and Rec Staff/Maintenance
- Beautification and Public Art Commission
- Open Spaces Commission
- Planning and Zoning
- Public Works
- Trail Users
- GIS
- Tourism Commission/Discover Flagstaff
- Arizona State Parks and Trails

TASK 2: Workshop Series No. 1 – Project Overview

Staff Workshop Meeting No. 1

- Project Overview
- Interview Summary
- Focus Group Summary
- Survey Overview
- Initial Needs Discussion

Design Team Work Period No. 1

- Review Existing Planning Documents
- Community Workshop Materials
- Project Website with Interactive Tools

Public Workshop No. 1: Needs

- Plan Overview
- Engagement Process
- Programming Needs
- Community Real-time Feedback

Workshop No. 1 Summary

Demographic/Trends

Focus Groups/Interviews Summaries

Survey Summary

Community Needs Summary

Project Update No. 1

- Parks and Recreation Commission Update
- Website/Social Media Update

Develop GIS Framework Plan and Data Layer Validation

Park and Facility Inventory and Assessment

Natural Resources Inventory and Assessment

TASK 3: Workshop Series No. 2 – Needs Assessment

Staff Workshop Meeting No. 2

- Public Needs Assessment Findings
- Survey Update
- Programming Needs
- Public Workshop No. 2 Program
- LOS Facilities, Programs, O&M

Design Team Work Period No. 2

- Community Workshop Materials

Public Workshop No. 2: Validation

- Plan Overview
- Workshop No. 1 Summary
- Needs Assessment Findings
- Community Real-time Feedback

Workshop No. 2 Summary

Needs Assessment Summary

Programming Needs

Outreach Summary

Project Update No.2

- Website/Social Media Update

Electronic Survey and Statistically Valid Survey Question Development

Statistically Valid Survey Administration

TASK 4: Workshop Series No. 3 – Technical Assessment

Staff Workshop Meeting No. 3: Visioning and Park by Park

- Workshop Mission and Goals
- Public Needs Assessment Findings
- Survey Update
- Programming Needs
- Public Workshop No. 3 Program

Design Team Work Period No. 3

- Inventory Summary and Recommendations
- Classification/Standards
- LOS Summary
- Prioritized Facility and Programming Rankings

Prioritize Projects

CIP

- Critical Alternative
- Sustainable Alternative
- Visionary Alternative

Funding and Revenue Strategies

- Fees/Non-Profit
- Grant Opportunities
- Partnerships and Sponsorships
- Land Acquisition/Leases

Workshop No. 3 Summary

Technical Findings Summary

Project Update No. 3

- Website/Social Media Update

Statistically Valid Survey Final Report

TASK 5: Workshop Series No. 4 – Implementation Plan

Staff Workshop Meeting No. 4

- Vision and Mission Statement
- Goals/Objectives/Policies
- Priorities/Timelines
- Cost Estimates
- Implementation Strategies

Design Team Work Period No. 4

Strategic Action Plan Development

- Park and Land Acquisition
- Park and Facility Operations
- Park and Facility Maintenance
- Staffing
- Programs and Services
- Financial and Budgetary Capacity
- Policies and Practices

Public Workshop No. 3: Technical Findings

- Plan Overview
- Workshop No. 2 Summary
- Key Technical Findings
- Key Themes
- Key Recommendations
- Community Real-time Feedback

Workshop No. 4 Summary

Draft Strategic Action Plan

City and Stakeholder Review

Project Update No. 4

- Parks and Recreation Commission Update
- City Council
- Stakeholder Updates
- Website/Social Media Update

TASK 6: Master Plan Development

Staff Workshop Meeting No. 5: Master Plan Development

- Demographics/Trends
- Community Outreach
- Survey Results
- Park Classifications/LOS
- Staffing
- Facilities Assessments
- Policies and Practices
- Operations Program
- Maintenance Program
- Programs and Services
- Partnership Plan
- CIP
- Strategic Action Plan

Validate Prioritized Projects, Schedule, Preliminary Rough Order of Magnitude (ROM)

Implementation Plan

Draft Master Plan

City Review

Key Stakeholder Review

Revised Master Plan

Final Approval

Presentation of Final Master Plan

- Parks and Recreation Commission
- City Council

LEGEND - PROJECT TRACKS

- Community Engagement
- Statistically Valid Survey
- Implementation

Project Schedule

Task	Task Name	2026 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	2027 Jan	Feb	Mar
1	Project Initiation & Needs Assessment															
2	Develop & Implement Public Engagement Strategy			Workshop #1				Workshop #2			Workshop #3				Workshop #4	
3	Collect and Analyze Data															
4	Determine Strategic Direction & Analysis of Forcasted Needs															
5	Implementation Planning															
6	Strategic Action Planning															
7	Final Report & Briefings															

Work Periods

Meetings/Input from the City

SECTION D

Proposed Timeline and Budget



D. Proposed Timeline and Budget

Staff Member	Kimley-Horn				
	Project Manager $280.00	Sr. Landscape Architect $225.00	Landscape Architect $200.00	Analyst $160.00	Total
Task 1.0 Project Initiation					
1.1 Kick-Off Meeting	2	2	1	4	$1,850
Stakeholder Identification/Project Involvement Matrix	2				$560
Project Schedule	2				$560
Public & Agency Outreach Planning	2				$560
1.2 Review Existing Relevant Planning Documents	2			6	$1,520
1.3 Conduct City Data Request			2	4	$1,040
1.4 Identify Planning Areas		2		2	$770
Subtotal Hours	10	4	3	16	33
Subtotal Dollars	$2,800	$900	$600	$2,560	$6,860
Task 2.0 Develop and Implement Public Engagement Strategy					
2.1 Project Branding Development	2			16	$3,120
2.2 Conduct Public Workshops/Meetings (Up to Three In-Person or Pop-Up Events or Virtual)					
Workshop #1	4		4	12	$3,840
Workshop #2	4		4	12	$3,840
Workshop #3	4		4	12	$3,840
2.3 Electronic Surveys and Paper-Based Community Surveys (Translated in Up to 1 Language)	2			4	$1,200
2.4 Focus Group Meetings (Up to 5 Groups)	10		10		$4,800
2.5 City Leadership Interviews (City Council, Parks and Recreation/Open Space Commission Members)	8		8		$3,840
2.6 Project Website Coordination and Creation of Virtual Engagement Tools, Maps, Forum	8			12	$4,160
2.7 Development of Marketing Collateral: Social Media, Flyers, Email, Brochures, Cards	2			10	$2,160
2.8 Bi-Weekly Project Progress Meetings (Approx 12 Month Duration - 12 In-Person/12 Virtual)	30		30		$14,400
Subtotal Hours	74	-	60	78	212
Subtotal Dollars	$20,720	$-	$12,000	$12,480	$45,200
TASK 3.0 Collect and Analyze Data					
3.1 Level of Service	4	4		4	$2,660
3.2 Market Gap Analysis and Equity Mapping	2			8	$1,840
3.3 Demographics and Trends Report	2			10	$2,160
3.4 Inventory and Analysis of Parks and Facilities					
On-Site Inventory	20		40		$13,600
Other/Private Parks and Facilities On-Site Inventory	4		10		$3,120
On-Site Analysis Documentation			20		$4,000
Parks Assets Assessment Matrix			20		$4,000
Existing Parks and Trails Improvement Recommendations and Report	4	4	10		$4,020
Subtotal Hours	36	8	100	22	166
Subtotal Dollars	$10,080	$1,800	$20,000	$3,520	$35,400
TASK 4.0 Strategic Direction and Analysis of Forecasted Needs					
4.1 Visioning Workshop	4		4		$1,920
4.2 Park-by-Park Workshop	4		4		$1,920
4.3 Geographical Analysis through Mapping	4		4	20	$5,120
4.4 Prioritized Facility and Program Rankings	8		8		$3,840
Subtotal Hours	20	-	20	20	60
Subtotal Dollars	$5,600	$-	$4,000	$3,200	$12,800
TASKS 5.0 and 6.0 Strategic Action and Implementation Plan					
5.1 Capital Improvement Plan Development	6		20		$5,680
5.2 Rough Order of Magnitude (ROM) Cost Development	2		10		$2,560
5.3 Strategies for Implementation and Funding	4		4		$1,920
5.4 Presentation to City Leadership	4		4	8	$3,200
6.1 Implementation Plan					
Timeframes	2	4	4		$1,700
Responsibilities	2	4	4		$2,260
Resource Requirements	2	4	4		$2,260
6.2 Identification of Potential Partnerships and Collaborating Opportunities		4			$900
6.3 Recommend Strategies for Ongoing Monitoring and Updating of the Master Plan	2				$560
Subtotal Hours	24	16	50	8	98
Subtotal Dollars	$6,720	$3,600	$10,000	$1,280	$21,600
TASK 7.0 Master Plan Development - Final Report and Presentation					
7.1 Draft Document Development	10	20	20	20	$14,500
7.2 Presentation to City Leadership/Work Session	4	4		8	$3,300
7.3 Refinement of Master Plan Document	4	10	10	10	$6,970
7.4 Final Master Plan Document	4			36	$6,880
7.5 Final Adoption of Master Plan	4	4			$2,020
Subtotal Hours	26	38	30	74	168
Subtotal Dollars	$7,280	$8,550	$6,000	$11,840	$33,670
TOTAL MASTER PLANNING HOURS	**190**	**66**	**263**	**218**	**737**
TOTAL PLANNING FEES	**$53,200**	**$14,850**	**$52,600**	**$34,880**	**$155,530**

Financial and Strategic Planning, Statistically Valid Survey (GlobaLocal Vision)	**$40,000**
Expenses (Travel, Printing, Etc)	**$4,000**
	$199,530

Kimley»Horn

SECTION E

Examples of Similar Completed Projects and References



E. Examples of Similar Completed Projects and References

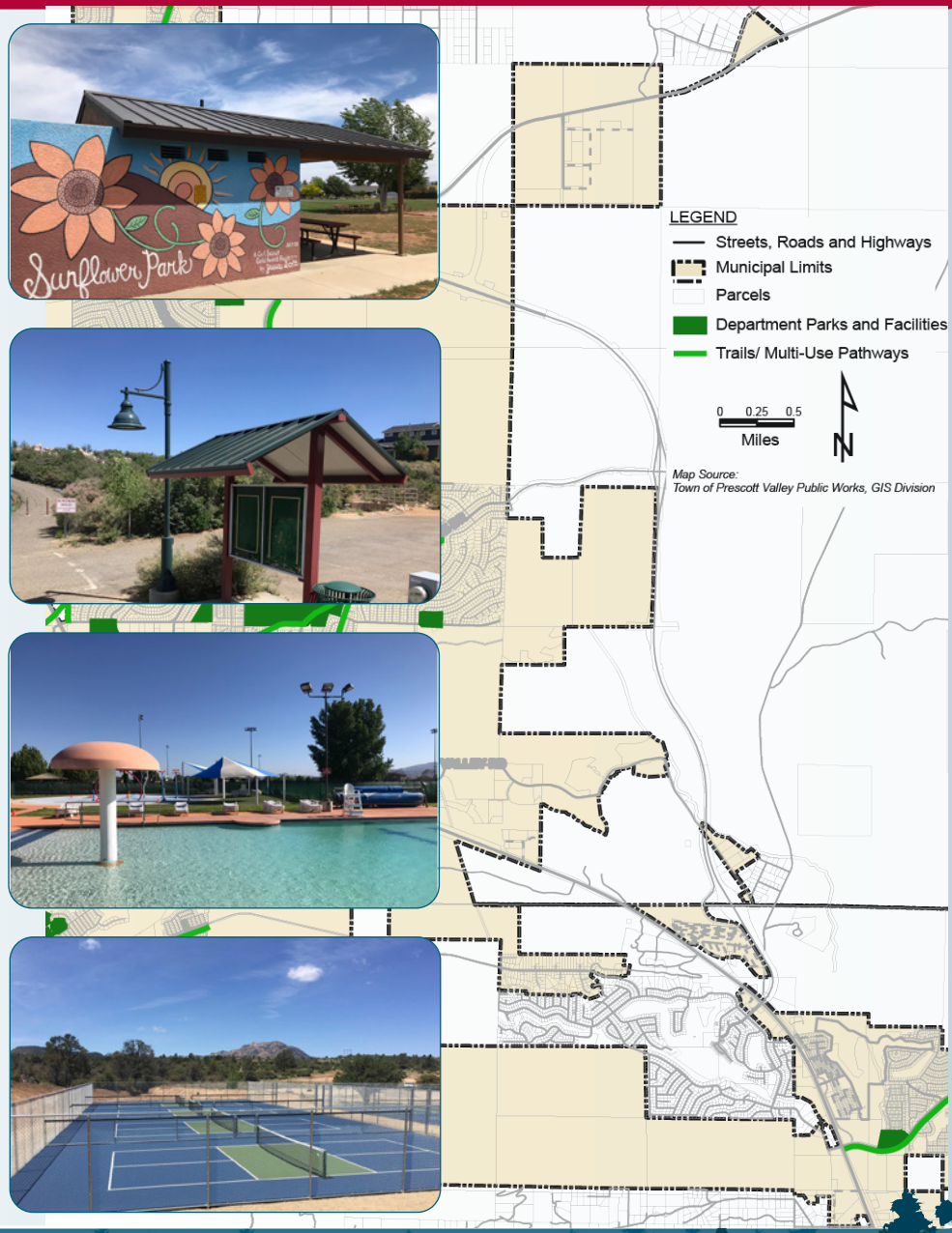
Town of Prescott Valley, Parks and Recreation Master Plan

Prescott Valley, AZ

Kimley-Horn was part of a consulting team preparing a Parks and Recreation Master Plan for the Town of Prescott Valley. The plan provided guidance and policy direction for the Prescott Valley Parks and Recreation Department's role in the community. A 10-year vision for department services was included within the plan that encompassed parks, facilities, recreational programming, art, cultural and special events, as well as open space and trails. The plan also included research, public involvement, and the development of recommendations for all aspects of Parks and Recreation operations. The resulting master plan included a strategic action plan with primary focus on short-term strategies that build success over the long term. Kimley-Horn's responsibilities for this project included leading the necessary facility assessments, Capital Improvement Plan (CIP) estimates, and implementation recommendations.

Similar Key Project Elements:

- Parks and Recreation Inventory
- CIP Development
- Community Engagement
- GIS Mapping



Completion Date: 7/2020 | Completed on-time and within budget

Client Reference:

Bobby Kieren
Director of Parks and Recreation, Town of Prescott Valley
928.759.3036
rkieren@prescottvalley-az.gov

City of Casa Grande, Community Services Plan

Casa Grande, AZ

Kimley-Horn was part of the consultant team, partnering with the City of Casa Grande, to update the Community Services Master Plan, which will become a guiding document for the Community Services Department for the next 10 to 15 years. This project involved the completion of an extensive needs assessment, community input process, a citizen's survey, and a comprehensive evaluation of all existing facilities. The document also includes potential future land acquisition, financing options, park development, open space, trails, operations maintenance, library, golf, and recreational programming needs.

Similar Key Project Elements:

- Dedicated Project Website
- Intercept Surveys at Pop-Up Events
- Hybrid Outreach Approach (In-Person/Virtual)
- Youth Outreach
- Statistically Valid Survey
- QR Code Advertisement
- Intercept Surveys at Pop-Up Events
- GIS Mapping
- CIP
- Trails Inventory and Connectivity
- Gap Analysis
- Maintenance Assessment
- Recreation Program Standard



Completion Date: 6/2023 | Completed on-time and within budget

Client Reference:

Daniel Gallegos
Community Services Director, City of Casa Grande
520.421.8614
daniel_gallegos@casagrandeaz.gov







City of Goodyear, Systemwide Parks and Recreation Master Plan

Goodyear, AZ

Kimley-Horn partnered with the City of Goodyear to develop a comprehensive 10-year Parks and Recreation Needs Assessment and Master Plan. The Master Plan provides clear guidance on how to meet the demands for future recreational, programming, environmental, and maintenance needs, as well as establishes priorities for facility improvements, future park development, and land acquisitions. Kimley-Horn collected and analyzed data to develop a clear set of goals, policies, and standards for the City's park system, open space, trails, preserves, recreation facilities, and program development for the next 10 years.

Similar Key Project Elements:

- Dedicated Project Website
- Project Branding
- Hybrid Outreach Approach (In-Person/Virtual)
- Coordination with General Plan
- Statistically Valid Survey
- Youth Outreach
- Social Media Content Creation
- QR Code Advertisement
- Intercept Surveys at Pop-Up Events
- GIS Mapping
- Full HOA Inventory
- CIP
- Land Acquisition Analysis
- Trails Gap Analysis
- Operations and Maintenance Assessment
- Programming Assessment





Completion Date: 9/2023 | Completed on-time and within budget

Client Reference:

David Seid
Interim Parks and Recreation Director, City of Goodyear
623.882.3121
david.seid@goodyearaz.gov

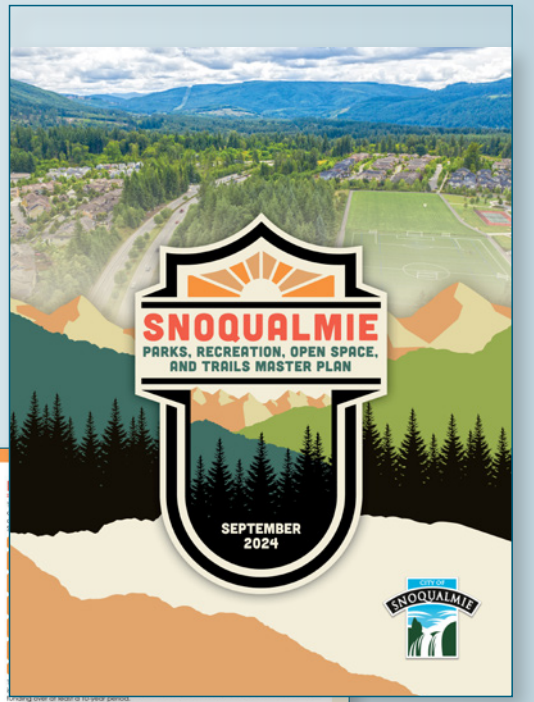
City of Snoqualmie, Parks, Recreation, Open Space, and Trails Master Plan

Snoqualmie, WA

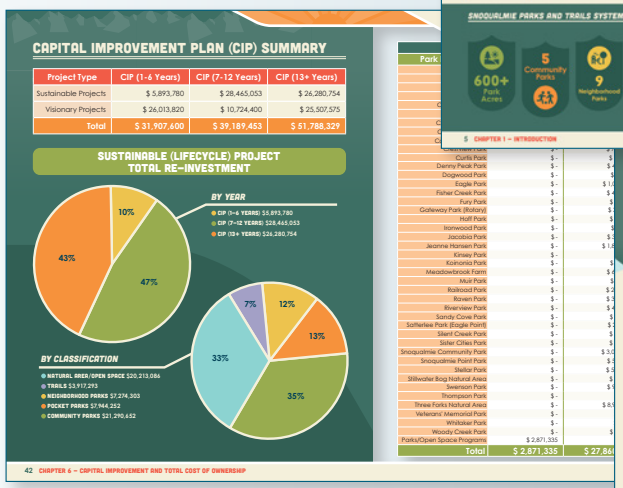
Kimley-Horn assisted the City of Snoqualmie, WA in developing an update to their Parks, Recreation, Open Space, and Trails (PROST) Plan. Ranging from neighborhood parks to large natural open space areas, Snoqualmie has an expansive network of over 40 parks and interconnected trails that provide recreational opportunities for residents and visitors. As part of the update, Kimley-Horn completed an assessment and inventory of all park features, including play equipment, playfields, benches, and other park features; created an engagement website that included prioritization and polling exercises and a mapping tool to collect community feedback on the City's park facilities; and conducted additional in-person outreach workshops to support development of an initial community vision, as well as goals and objectives to achieve that vision.

Similar Key Project Elements:

- Dedicated Project Website
- Project Branding
- Hybrid Outreach Approach (In-Person/Virtual)
- Social Media Content Creation
- QR Code Advertisement
- GIS Mapping
- CIP
- Trails Gap Analysis
- Programming Assessment
- Eco-Tourism
- Nearby National and County Parks









Completion Date: 10/2024 | Completed on-time and within budget

Client Reference:

Dylan Gamble
CIP Manager,
City of Snoqualmie
425.681.4110
dgamble@snoqualmiewa.gov

Additional Project Experience

The Experience Matrix below shows our team's parks, recreation, and open space master planning project experience with similar components.

Project Name	Community Outreach	Project Website	CIP Development	Programming Plan	Operations and Maintenance Plan	Implementation Plan	Recreational Facilities
Shape Scottsdale: Parks and Recreation Master Plan	✓	✓	✓	✓	✓	✓	
Buckeye at Play: Parks and Recreation Master Plan	✓	✓	✓	✓	✓	✓	✓
Goodyear Game Plan: Parks and Recreation Master Plan	✓	✓	✓	✓	✓	✓	✓
Chandler Parks Strategic Plan	✓	✓	✓	✓	✓	✓	✓
Gilbert Regional Park Master Plan	✓	✓	✓	✓	✓	✓	✓
Glendale Parks Conditions Assessment			✓		✓	✓	✓
Oro Valley Community Services Master Plan	✓	✓	✓	✓	✓	✓	✓
Prescott Valley Parks and Recreation Master Plan	✓	✓	✓	✓	✓	✓	✓
Snoqualmie Parks, Recreation, Open Space, and Trails Master Plan	✓	✓	✓		✓	✓	✓
Prosser Parks, Recreation, and Open Space Master Plan	✓	✓	✓	✓	✓	✓	✓
Littleton Parks and Recreation Master Plan	✓	✓	✓	✓	✓	✓	✓
Boise Parks Conditions Assessment			✓		✓	✓	
Gurnee Parks and Recreation Master Plan	✓	✓	✓	✓	✓	✓	
Palmdale Parks and Recreation Master Plan	✓	✓	✓	✓	✓	✓	
Jurupa Valley Parks, Recreation, Open Space, and Trails Master Plan	✓	✓	✓	✓	✓	✓	✓
Buncombe County Parks, Recreation, Open Space, and Trails Master Plan	✓	✓	✓	✓	✓	✓	✓
Hernando County Parks and Recreation Master Plan	✓	✓	✓	✓	✓	✓	✓
Casa Grande Parks and Recreation Master Plan	✓	✓	✓	✓	✓	✓	✓
Phoenix Parks and Recreation Master Plan	✓	✓	✓	✓	✓	✓	
Greenville Comprehensive Recreation Parks Master Plan	✓	✓	✓	✓	✓	✓	
Lisle Parks and Recreation Master Plan	✓	✓	✓	✓	✓	✓	

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Tiffany Antol, Zoning Code Manager

Date: 02/26/2026

Meeting Date: 03/03/2026

TITLE:

Consideration and Adoption of Ordinance No. 2026-02: An Ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code, Chapter 10-40 Specific to Zones, Division 10-40.30 Non Transect Zones.

Consideration and Adoption of Ordinance No. 2026-03: An Ordinance of the City Council of the City of Flagstaff, the Flagstaff City Code, Title 11, General Plans and Subdivisions, Chapter 11-20: Subdivision and Land Split Regulations, Division 11-20.40: Subdivision Procedures and Requirements.

STAFF RECOMMENDED ACTION:

1. Read Ordinance No. 2026-02 by title only for the final time
2. City Clerk reads Ordinance No. 2026-02 by title only (if approved above)
3. Adopt Ordinance No. 2026-02
4. Read Ordinance No. 2026-03 by title only for the final time
5. City Clerk reads Ordinance No. 2026-03 by title only (if approved above)
6. Adopt Ordinance No. 2026-03

Executive Summary:

City's request for a Zoning Code Text Amendment to modify Title 10, Flagstaff Zoning Code, Chapter 10-40: Specific to Zones, Division 10-40.30: Non-Transect Zones, Section 10-40.30.040: Commercial Zones, Table 10-40.30.040.B: Commercial Zones -- Allowed Uses footnotes 5 and 7 to remove a conflict on allowed density for the Community Commercial zone; and for a Subdivision Code Text Amendment to modify Title 11, General Plans and Subdivision, Chapter 11-20: Subdivision and Land Split Regulations, Division 11-20.40: Subdivision Procedures and Requirements to remove requirements for Preliminary Plats to be reviewed by Council in accordance with recent state legislation. The Planning & Zoning Commission unanimously recommended (7-0) approval of this amendment at their regular meeting on January 28, 2026.

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 either Ordinance.

Options and Alternatives to Recommended Action:

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

Background and History:
The purpose of the proposed amendment is to clean up two provisions that have created confusion and/or conflict with recent legislation. The proposed amendment includes two minor modifications as described below:

Amend Title 10, the Flagstaff Zoning Code for the purpose of modifying, Chapter 10-40: Specific to Zones, Division 10-40.30: Non-Transect Zones, Section 10-40.30.040: Commercial Zones, Table 10-40.30.040.B Commercial Zones -- Allowed Uses footnotes 5 and 7, as follows:

5. Residential uses in the SC, CC, HC, CS and CB zones existing prior to the effective date of this Zoning Code are considered legal, conforming uses. Residential uses in the HC, CS and CB zones shall be subject to the ~~**development standards**~~ **setbacks, lot coverage, and building height** established in the HR zone. Residential uses in the SC, CC and NCC zones shall be subject to the ~~**development standards**~~ **setbacks, lot coverage, and building height** established in the MR zone.

7. Residential Developments with less than 5 Dwelling Units are permitted by right on existing lots 9,000 square feet or less subject to ~~**the building placement and building form**~~ **setbacks, lot coverage, and building height** requirements of the MR zone.

This clean up is to clarify that the Medium Density Residential zone density allowances are not to be applied to developments in the Community Commercial zone which has its own density allowance.

Amend Title 11, General Plans and Subdivision, Chapter 11-20: Subdivision and Land Split Regulations, Division 11-20.40: Subdivision Procedures and Requirements, Section 11-20.40.030: Preliminary Plat, Subsection 11-20.40.030.E: Preliminary Plat Review and Approval is hereby amended as follows:

~~**5. Approval of Preliminary Plat by City Council. Any preliminary plat with modifications to Title 13, Engineering Design Standards and Specifications for New Infrastructure, shall be approved by City Council prior to submission of engineering plans.**~~

At the time this provision was added to the Subdivision Code, administrative review of subdivision plats was voluntary or not required. It is now required by state law that plats be reviewed and approved administratively. The Engineering Standards already include provisions for the processing of modifications which was previously administrative.

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

A. Finding #1: The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan;
Flagstaff Regional Plan 2030

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

B. **Finding #2: The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City;**
The amendment provisions are not anticipated to be detrimental to the public interest, health, safety, convenience, or welfare of the City. The amendment to the Zoning Code is simply a clarification that density is not modified for the Community Commercial zone through footnote 5 and 7. The amendment to the Subdivision Code is in alignment with recent legislative changes requiring subdivisions to be reviewed administratively.

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 or Subdivision Code provisions. It maintains both 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 comptable with community values.

Connection to Regional Plan:

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

Connection to Carbon Neutrality Plan:

These amendments have no connection to the Carbon Neutrality Plan.

Connection to 10-Year Housing Plan:

These amendments have no connections to the Housing Plan.

Attachments: Ord. 2026-02 (Title 10)
Ord. 2026-03
PZ-25-00251 Housing Statement
Presentation

ORDINANCE NO. 2026-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 10, FLAGSTAFF ZONING CODE, CHAPTER 10-40 SPECIFIC TO ZONES, DIVISION 10-40.30 NON TRANSECT ZONES; 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 Flagstaff City Code Title 10, Flagstaff Zoning Code, Chapter 10-40: Specific to Zones, Division 10-40.30: Non-Transect Zones, Section 10-40.30.040: Commercial Zones, Table 10-40.30.040.B to update Footnotes 5 and 7; and

WHEREAS, the City of Flagstaff wishes to clarify the density allowances for residential developments in the Community Commercial zone in support of Middle Housing; 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 City Code text amendment to be compliance with Arizona Revised Statutes.

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. Title 10, Flagstaff Zoning Code, Chapter 10-40: Specific to Zones, Division 10-40.30: Non-Transect Zones, Section 10-40.30.040: Commercial Zones, Table 10-40.30.040.B Commercial Zones – Allowed Uses footnotes 5 and 7, is hereby amended as follows:

5.	Residential uses in the SC, CC, HC, CS and CB zones existing prior to the effective date of this Zoning Code are considered legal, conforming uses. Residential uses in the HC, CS and CB zones shall be subject to the ~~**development standards**~~ **setbacks, lot coverage, and building height** established in the HR zone. Residential uses in the SC, CC and NCC zones shall be subject to the ~~**development standards**~~ **setbacks, lot coverage, and building height** established in the MR zone.

7.	Residential Developments with less than five Dwelling Units are permitted by right on existing lots 9,000 square feet or less subject to ~~**the building placement and building form**~~ **setbacks, lot coverage, and building height** requirements of the MR zone.

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 Title 11, General Plans and Subdivision.

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 March 2026.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

ORDINANCE NO. 2026-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 11, GENERAL PLANS AND SUBDIVISION, CHAPTER 11-20: SUBDIVISION AND LAND SPLIT REGULATIONS, DIVISION 11-20.40: SUBDIVISION PROCEDURES AND REQUIREMENTS; 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 Flagstaff City Code Title 11, General Plans and Subdivision, Chapter 11-20: Subdivision and Land Split Regulations, Division 11-20.40: Subdivision Procedures and Requirements; and

WHEREAS, the Arizona Revised Statutes have been amended to modify the subdivision review process (HB2447); 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 City Code text amendment to be compliance with Arizona Revised Statutes.

ENACTMENTS:

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

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. The Flagstaff City Code, Title 11, General Plans and Subdivision, Chapter 11-20: Subdivision and Land Split Regulations, Division 11-20.40: Subdivision Procedures and Requirements, Section 11-20.40.030: Preliminary Plat, subsection 11-20.40.030.E: Preliminary Plat Review and Approval is hereby amended as follows:

~~**5. Approval of Preliminary Plat by City Council. Any preliminary plat with modifications to Title 13, Engineering Design Standards and Specifications for New Infrastructure, shall be approved by City Council prior to submission of engineering plans.**~~

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 Title 11, General Plans and Subdivision.

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 March 2026.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

HOUSING IMPACT STATEMENT
PZ-23-00251 2025 CLEAN UP

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 and subdivision code text amendments do not add to the cost of constructing housing. These amendments are meant to clarify existing provisions and streamline review processes.

2. A description of any data or reference material on which the proposed zoning text amendment is based.

   This amendment is to correct clerical errors.

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.

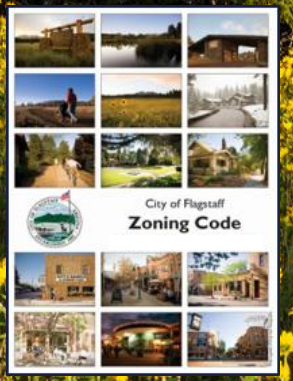
Zoning & Subdivision Code Amendments

2025 Clean Up

PZ-25-00251

Tiffany Antol, AICP
Zoning Code Manager

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER



City's Proposed Zoning Code Text Amendment

Overview of Proposed Amendment:

The proposed amendment includes modification to the following Zoning Code provisions:

Amend Title 10, the Flagstaff Zoning Code for the purpose of modifying, Chapter 10-40: Specific to Zones, Division 10-40.30: Non-Transect Zones, Section 10-40.30.040: Commercial Zones, Table 10-40.30.040.B Commercial Zones – Allowed Uses footnotes 5 and 7, as follows:

5. Residential uses in the SC, CC, HC, CS and CB zones existing prior to the effective date of this Zoning Code are considered legal, conforming uses. Residential uses in the HC, CS and CB zones shall be subject to the ~~**development standards**~~ **setbacks, lot coverage, and building height** established in the HR zone. Residential uses in the SC, CC and NCC zones shall be subject to the ~~**development standards**~~ **setbacks, lot coverage, and building height** established in the MR zone.

7. Residential Developments with less than 5 Dwelling Units are permitted by right on existing lots 9,000 square feet or less subject to ~~**the building placement and building form**~~ **setbacks, lot coverage, and building height** requirements of the MR zone.

City's Proposed Zoning Code Text Amendment

Overview of Proposed Amendment:

The proposed amendment includes modifications to the following Subdivision Code provisions:

Amend Title 11, General Plans and Subdivision, Chapter 11-20: Subdivision and Land Split Regulations, Division 11-20.40: Subdivision Procedures and Requirements, Section 11-20.40.030: Preliminary Plat, Subsection 11-20.40.030.E: Preliminary Plat Review and Approval is hereby amended as follows:

- ~~**5. Approval of Preliminary Plat by City Council. Any preliminary plat with modifications to Title 13, Engineering Design Standards and Specifications for New Infrastructure, shall be approved by City Council prior to submission of engineering plans.**~~

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.

2025 Clean Up

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

Flagstaff Regional Plan 2030

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

2025 Clean Up

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 amendment to the Zoning Code is simply a clarification that density is not modified for the Community Commercial zone through footnote 5 and 7. The amendment to the Subdivision Code is in alignment with recent legislative changes requiring subdivisions to be reviewed administratively.

2025 Clean Up

The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.

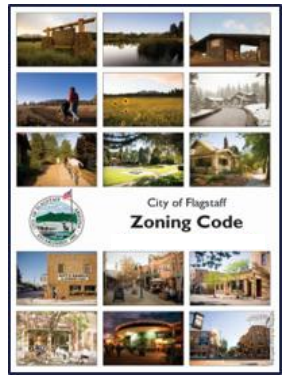
The amendment is internally consistent, utilizes the existing format, and does not conflict with other Zoning Code or Subdivision Code provisions. It maintains both Code's purpose as a comprehensive contemporary set of land uses and requirements that are straightforward, usable, and easily understood.

Recommendation

The Planning & Zoning Commission, in accordance with the required findings, makes a recommendation to the City Council for approval of the City Code Text Amendment.

2025 Clean Up

Questions, Comments, and Suggestions



CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Alaxandra Pucciarelli, Current Planning Manager

Date: 02/26/2026

Meeting Date: 03/03/2026

TITLE:

Consideration and Adoption of Ordinance No. 2026-05: An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff Zoning Map to Direct to Ordinance Zoning Map Amendment to rezone approximately 8.51 acres of real property generally located at the northeast corner of Lone Tree Road and Pine Knoll Drive

STAFF RECOMMENDED ACTION:

At the March 3, 2026 Council Meeting:
1) Hold Public Hearing
2) Read Ordinance No. 2026-05 by title only for the first time
3) City Clerk reads Ordinance No. 2026-05 by title only (if approved above)

At the March 17, 2026 Council Meeting:
4) Read Ordinance No. 2026-05 by title only for the final time
5) City Clerk reads Ordinance No. 2026-05 by title only (if approved above)
6) Adopt Ordinance No. 2026-05

Executive Summary:

Direct to Ordinance Zoning Map Amendment, by Lincoln Avenue Communities, of approximately 8.51 acres located at the northeast corner of Lone Tree Road and Pine Knoll Drive to allow the construction of a 168-unit multi-family residential development, consisting of 100% Affordable units. The proposed development consists of four three/four-story apartment buildings, a clubhouse, outdoor amenities, and on-site surface parking.

The proposed development site consists of three parcels. Two of the parcels are zoned High Density Residential (HR) with the Resource Protection Overlay (RPO), and the third is zoned Suburban Commercial (SC) with the RPO. The request is to rezone all three parcels to the HR zone with the RPO and remove conditions of the prior rezoning ordinance

The Flagstaff Planning & Zoning Commission conducted a public hearing to consider the Zoning Map Amendment request on February 11, 2026. The commission voted unanimously (4-0) to recommend approval subject to the conditions in the report.

Financial Impact:

No financial impacts are anticipated with this request.

Policy Impact:

No policy impacts are anticipated with this request.

Previous Council Decision or Community Discussion:

In 1997, City Council approved a zoning map amendment for approximately 20 acres located at 2000 S Lone Tree Road. The three parcels that comprise the current request were rezoned from Rural Residential to High Density Residential (18.31 acres) and Suburban Commercial (1.67 acres) to support the development of a small commercial area along Lone Tree Road and various residential developments.

Options and Alternatives to Recommended Action:
The City Council may adopt, modify, or deny the proposed Direct to Ordinance Zoning Map Amendment. The Planning & Zoning Commission recommends the following five conditions:

1. The subject property must be developed in accordance with the approved site plan and the conditions of approval dated November 14, 2025, unless modified as provided for in the Lone Tree Ranch Development Agreement. Modifications, other than modifications permitted by the Development Agreement, to the approved site plan will require an amendment to this Direct to Ordinance Zoning Map Amendment request.
2. All other requirements of the Zoning Code and other City codes, ordinances and regulations, shall be met by the proposed development.
3. All terms, conditions, and restrictions detailed within the Lone Tree Ranch Development Agreement, as amended, must be fully satisfied.
4. In the event the property is rezoned and the Developer fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert to the zoning (including conditions) established in the 1997 rezoning, in accordance with A.R.S. § 9-462.01.
5. The approval of this ordinance will have the effect of rescinding the prior rezoning ordinance (Ord. No. 1943) as it relates only to parcels 104-14-003G, 104-14-003H, and 104-14-003J, unless the zoning is reverted as set forth in condition 4 above.

Background and History:
In 1997, approximately 20 acres located at 2000 S Lone Tree Road were rezoned from Rural Residential to High Density Residential (18.31 acres) and Suburban Commercial (1.67 acres) to support the development of a small commercial area along Lone Tree Road and various residential developments. The current proposed development occupies tracts B, C, and D of the Woods at Clear Creek subdivision (APNs 104-14-003G, 104-14-003H, and 104-14-003J). The 1997 rezoning ordinance conditioned development of these tracts as follows: Tract B to Office use only, and the elevations must conform to those submitted with the rezone; Tract C to 32 Townhomes, and Tract D to 72 Condominiums that shall be "for sale," with 17 units to be set aside as "Affordable Housing Units."

Connection to PBB Priorities and Objectives:
Livable Community:

- Actively support attainable and affordable housing through the City's 10-Year Housing plan as well as other projects and opportunities
- Provide amenities and activities that support a healthy lifestyle

Connection to Regional Plan:
An analysis of the Regional Plan goals and policies is included in the attached Planning and Zoning Commission staff report.

Connection to Carbon Neutrality Plan:
HA-1: Create housing options for households at all income levels and family sizes occupied by local residents.

Connection to 10-Year Housing Plan:
Create 2.2: Identify suburban areas to support greater density and intensity of development

Attachments:

Presentation
Ord. 2026-05
Exhibit A Legal Description
Exhibit B Zoning Map Amendment
FINAL Lone Tree Ranch Development Agreement
Comparison DA from Draft to Final
Staff Report
Application
Vicinity Map
Project Narrative & Regional Plan Analysis
Citizen Participation Plan and Report
Arch Site Plan, Floor Plans, Elevations
Civil Plans
Landscape Plans
Resource Protection Plan

Lone Tree Ranch

Direct to Ordinance
Zoning Map Amendment

Alaxandra Pucciarelli
Current Planning Manager

CITY OF FLAGSTAFF · ARIZONA · ESTABLISHED 1882 ·

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

Request Overview

- Direct to Ordinance Zoning Map Amendment request to rezone one parcel, approximately 1.67 acres, from the Suburban Commercial (SC) zone with the Resource Protection Overlay (RPO) parcel to the High Density Residential (HR) with the RPO
- Request to remove the conditions required of the 1997 zoning ordinance from all three parcels
- Prior Rezone conditions:
  - Tract B for Office use only, Tract C for 32 Townhomes, Tract D for 72 Condos

Vicinity Map





Proposal:

Zoning:

- HR zone

Development:

- 4 three/four-story buildings
- Parking
- Club House

Proposed Density

Policy:

- HR zone allows 10-22 units per acre in RPO
- Regional Plan supports 2-13 units per acre in Suburban Neighborhood area type

Proposed:

- 116 units on 8.51 acres results in 13.6 units per acre
- Affordable Housing density may provide a 45% density bonus = 52 additional units
- 168 total proposed units

Affordable Housing Units

- 100% of units to be rental units for households earning, on average, up to 60% AMI



Proposed Unit Mix

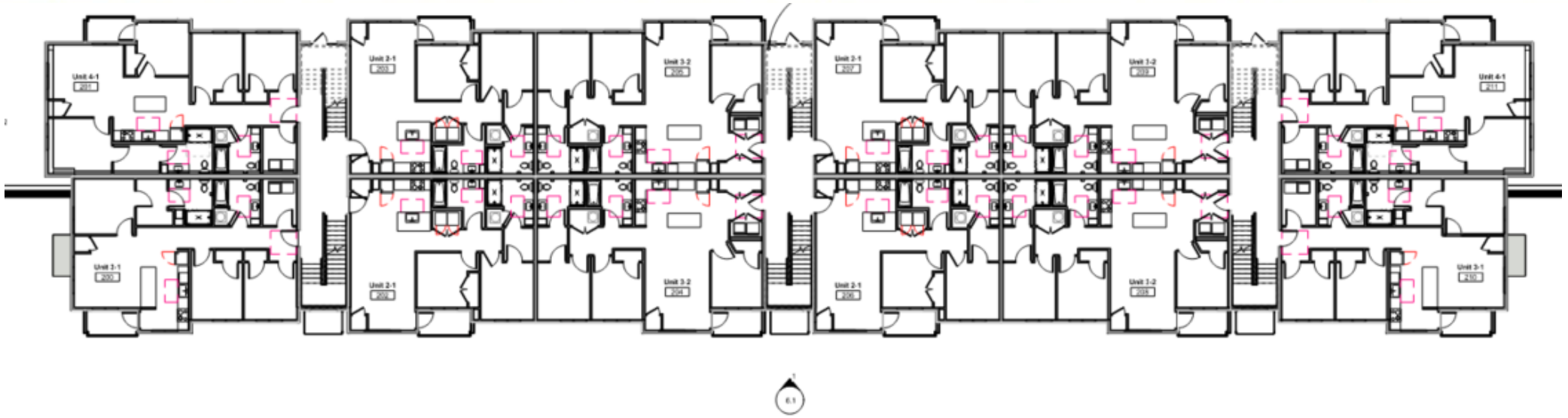
Unit Type	Total Units	Total Bdrms
2 Bed/2 Bath	56	112
3 Bed/2 Bath	88	264
4 Bed/2 Bath	24	96
Total	168	472

Site Plan Review

Application for Site Plan Review

- Approved on November 14, 2025
- Subject to approval of Direct to Ordinance Zoning Map Amendment and Modifications to Development Standards
  - Eliminate the “building forward” design guideline
  - Adjust the number of parking stalls between landscape islands
  - Increase the permissible height of retaining walls
  - Decrease the required recess depths along primary façade planes
  - Allow windows to be installed flush
  - Reduce the number of required landscape trees

Proposed Floor Plan - Apartment



Level 1 -Site Plan Review
3/32" = 1'-0"

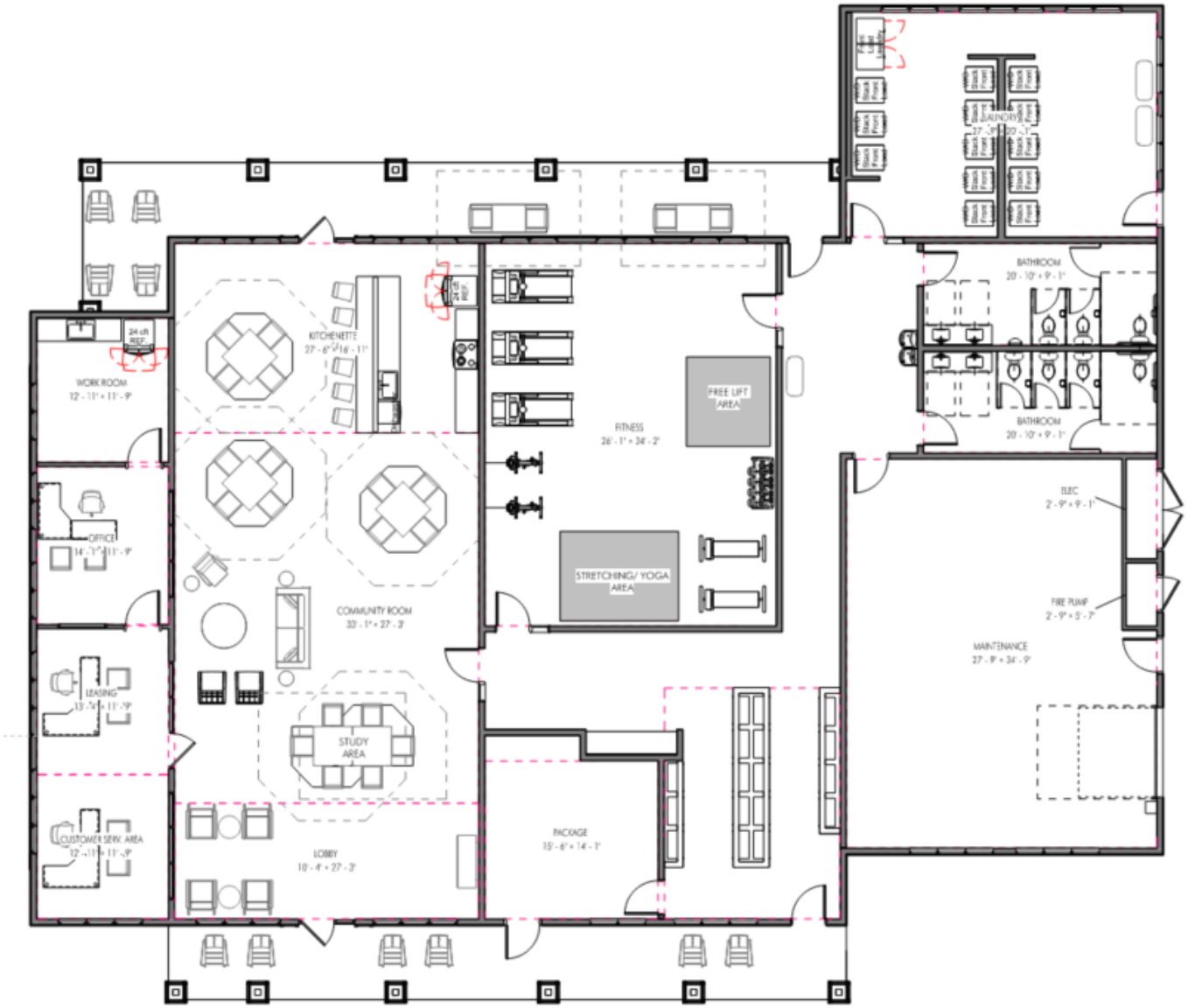


Proposed Elevation - Apartment



3 Elevation - Plan West
3/32" = 1'-0"

Proposed Floor Plan – Club House



Proposed Elevation – Clubhouse



Resource Protection

Tree Resources

- Requires 50% of tree canopy to be saved
- Incentive allows reduction to 25%
- Proposal: 26%

Steep Slope Resources

- Requires 70% of slope to be saved
- Proposal: 93%



Common Space

- Requires 15% (55,605 sq ft)
- Provides 24% (87,556 sq ft)



Pedestrian & Bicycle Facilities

Alternate Transportation

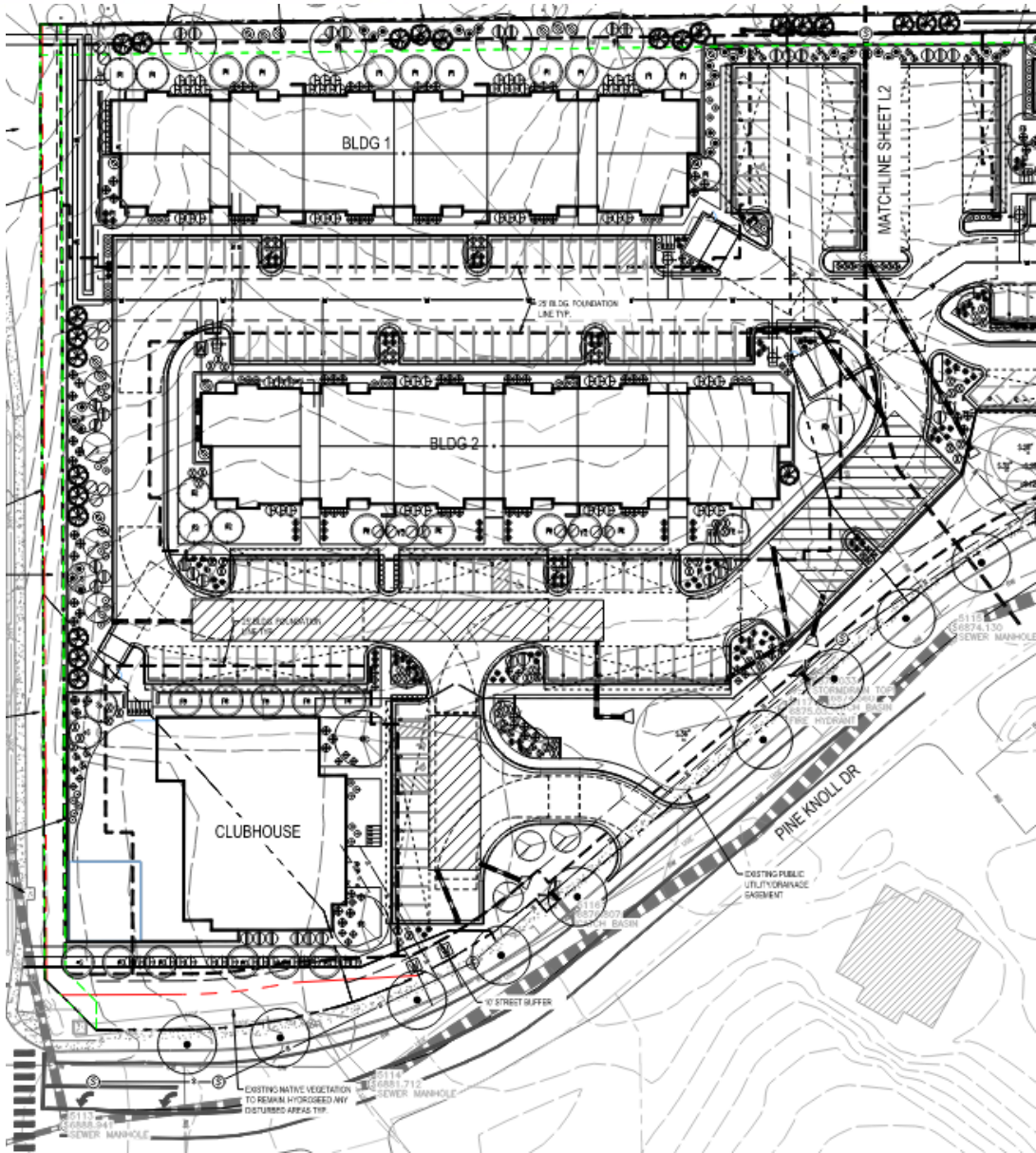
- Sidewalks
- Bike Racks
- FUTS
- Bus Stop



Landscaping

Concept Landscape Plan

- Generally meets requirements
  - Street Buffer
  - Parking Lot
  - Peripheral Buffer
  - Building Foundation
- Affordable Housing incentives
- Final landscaping will be reviewed at Civil Plan Submittal



Parking

On-site Parking

- Required parking per unit based on bedrooms (306 spaces)
- 15% transit reduction for Affordable Units (260 spaces)
- 286 provided spaces, including 9 ADA spaces (8 required)
- Option of covered parking

Public Systems Impact Analysis

Traffic/Right-of-Way Impact

- Additional ROW dedications for frontage improvements
- Gate design to prevent interference on Pine Knoll
- FUTS grading

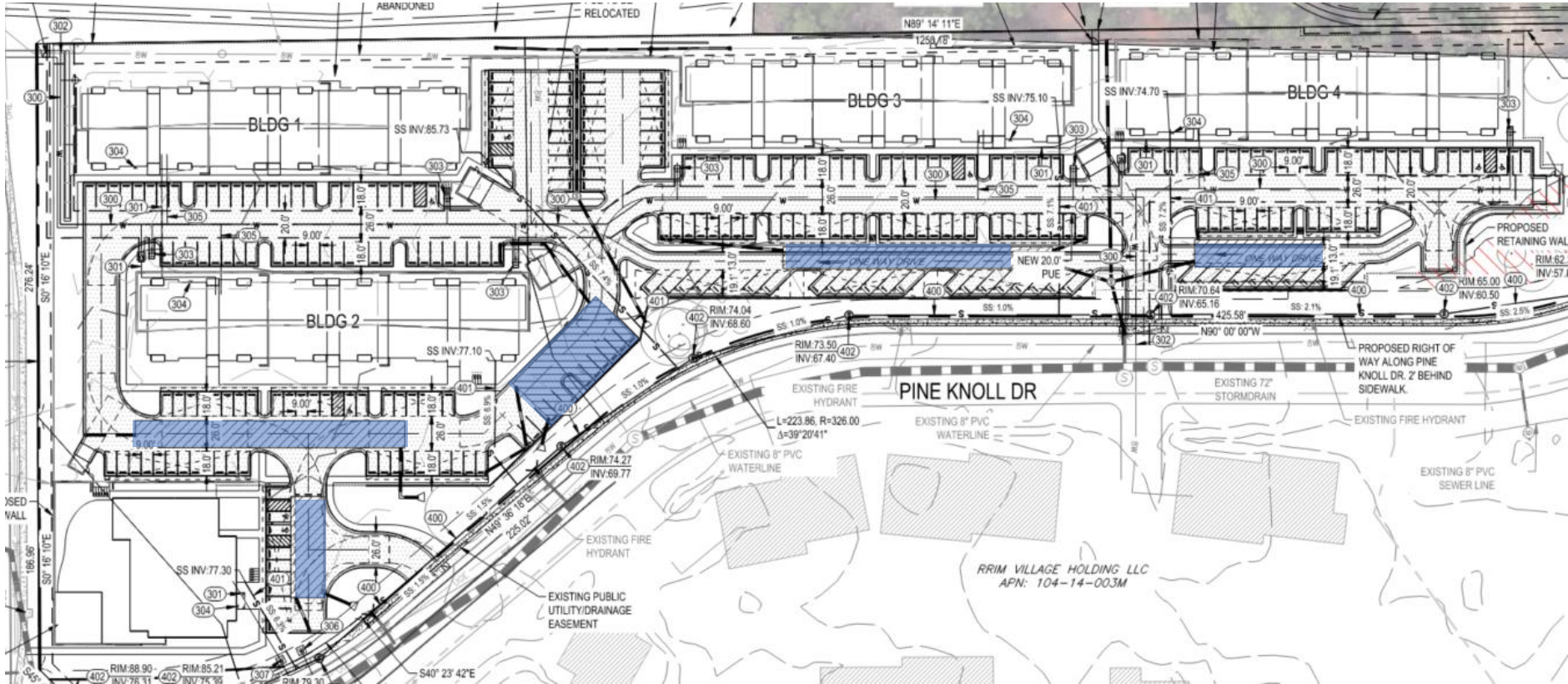
Water and Wastewater Impact

- Water and Sewer Impact Analysis (WISA) completed
  - No major off-site improvements required
  - Wildcat Interceptor Upsizing project must be completed

Public Systems Impact Analysis

Stormwater Analysis

- Drainage Report was required
- Use of underground basins



Findings

Finding #1: Conformance with the General Plan

- Existing Suburban Area
- Regional Plan density: 2-13 units per acre (13.6 found to be in general conformance)
- Supports housing goals
- Supports transportation goals

Finding #1: Finding is met

Findings

Finding #2: Community Benefits and Public Good

- Provides 168 Affordable Units
- Located within walking distance of NAU, Arroyo Park, and transit stops
- Infill parcel meets goals of compact growth, housing diversity, and sustainability

Finding #2: Finding is met

Findings

Finding #3: Site is Physically Suitable

- Meets applicable codes and requirements
- Mitigates any impacts determined by impact analyses

Finding #3: Finding is met

Development Agreement

Purpose of the agreement:

- Affordable Housing commitment
- Affordable Housing Incentives
- Development Standards Modifications
- Commitment to grade future FUTS
- ROW dedications
- Gate and access control conditions

Citizen Participation

Neighborhood Meeting

- November 17, 2025
  - 4 individuals attended
- The requirement for a second meeting was waived by Staff
- Staff has not received any comments to date

Recommendation

The Planning & Zoning Commission, by unanimous vote (4-0) and in accordance with the findings presented, recommends the City Council approve Zoning Map Amendment PZ-24-00224-04 subject to the following five conditions:

1. The subject property must be developed in accordance with the approved site plan and the conditions of approval dated November 14, 2025, unless modified as provided for in the Lone Tree Ranch Development Agreement. Modifications, other than modifications permitted by the Development Agreement, to the approved site plan will require an amendment to this Direct to Ordinance Zoning Map Amendment request.

2. All other requirements of the Zoning Code and other City codes, ordinances and regulations, shall be met by the proposed development.

3. All terms, conditions, and restrictions detailed within the Lone Tree Ranch Development Agreement, as amended, must be fully satisfied.

4. In the event the property is rezoned and the Developer fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert to the zoning (including conditions) established in the 1997 rezoning, in accordance with A.R.S. § 9-462.01.

5. The approval of this ordinance will have the effect of rescinding the prior rezoning ordinance (Ord. No. 1943) as it relates only to parcels 104-14-003G, 104-14-003H, and 104-14-003J, unless the zoning is reverted as set forth in condition 4 above.

ORDINANCE NO. 2026-05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF ZONING MAP TO REZONE APPROXIMATELY 8.51 ACRES OF REAL PROPERTY GENERALLY LOCATED AT THE NORTHEAST CORNER OF LONE TREE ROAD AND PINE KNOLL DRIVE (APNS 104-14-003G, 104-14-003H, AND 104-14-003J), FROM THE SUBURBAN COMMERCIAL (SC) AND HIGH DENSITY RESIDENTIAL (HR) ZONES WITH THE RESOURCE PROTECTION OVERLAY (RPO) TO HIGH DENSITY RESIDENTIAL (HR) ZONE WITH THE RESOURCE PROTECTION OVERLAY (RPO) WITH CONDITIONS; PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, Lincoln Avenue Communities ("the Applicant"), has applied for a Direct to Ordinance Zoning Map Amendment to rezone approximately 8.51 acres of real property located within the City of Flagstaff, a legal description of which is provided in "Exhibit A" attached hereto and incorporated by this reference ("the Property"), from the Suburban Commercial (SC) zone and the High Density Residential (HR) zone in the RPO to the High Density Residential (HR) zone in the RPO for purposes of developing a multi-family residential development with 168 proposed dwelling units; and

WHEREAS, the Applicant proposes to develop the Property pursuant to the terms and conditions of this Ordinance and a Development Agreement between Applicant and the City ("Agreement"), which will be presented to the City Council through a proposed resolution at the second reading of this Ordinance; and

WHEREAS, the Applicant conducted a neighborhood meeting on November 17, 2025 to discuss the proposed Zoning Map Amendment with the surrounding community, as required by Section 10-20.50.040 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission has formally considered the proposed Direct to Ordinance Zoning Map Amendment application, following proper notice and a hearing on February 11, 2026, and has recommended approval of the requested Zoning Map Amendment application, subject to the Applicant's compliance with certain conditions set forth below; and

WHEREAS, the Council finds that the applicant has complied with all application requirements set forth in Chapter 10-20 of the Flagstaff Zoning Code; and

WHEREAS, staff have recommended approval of the Direct to Ordinance Zoning Map Amendment application, subject to the conditions proposed by the Planning and Zoning Commission, and the Council has considered each of the conditions and has found each condition to be appropriate for the Property and necessary for the proposed development; and

WHEREAS, the Council has read and considered the staff reports prepared by the current Planning Division staff and all attachments to those reports, the Applicant's application, the narrative provided by the Applicant, and all statements made by the Applicant and its representatives or agents during the presentation to Council, and the Council finds that the

proposed Direct to Ordinance Zoning Map Amendment, subject to the conditions set forth below, meets the findings required by Section 10-20.50.040(F)(1)(a) of the Flagstaff Zoning Code.

ENACTMENTS:

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

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. The amendment requested in the application is consistent with and conforms to the goals of the Regional Plan.

SECTION 3. The amendment requested in the application will not be detrimental to the public interest, health, safety, convenience, or welfare of the City, and will add to the public good as described in the General Plan.

SECTION 4. The affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle access and public services and utilities to ensure that the amendment requested in the application will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The Zoning Map designation for the Property is hereby amended from Suburban Commercial (SC) zone and High Density Residential (HR) zone in the RPO to the High Density Residential (HR) zone in the RPO as set forth in “Exhibit B”, attached hereto and incorporated by reference.

SECTION 6. That the Zoning Map Amendment be conditioned on compliance with the Development Agreement between the City of Flagstaff and the Applicant, approved by the City Council through Resolution No. 2026-12 on March 17, 2026 and should that Development Agreement not be approved and executed this Ordinance becomes null and void.

SECTION 7. The Zoning Map Amendment is further conditioned upon the Applicant’s satisfaction of the following conditions:

CONDITIONS:

1. The subject property must be developed in accordance with the approved site plan and the conditions of approval dated November 14, 2025, unless modified as provided for in the Lone Tree Ranch Development Agreement. Modifications, other than modifications permitted by the Development Agreement, to the approved site plan will require an amendment to this Direct to Ordinance Zoning Map Amendment request.
2. All other requirements of the Zoning Code and other City codes, ordinances and regulations, shall be met by the proposed development.
3. All terms, conditions, and restrictions detailed within the Lone Tree Ranch Development Agreement, as amended, must be fully satisfied.
4. In the event the property is rezoned and the Developer fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City

may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert to the zoning (including conditions) established in the 1997 rezoning, in accordance with A.R.S. § 9-462.01.

5. The approval of this ordinance will have the effect of rescinding the prior rezoning ordinance (Ord. No. 1943) as it relates only to parcels 104-14-003G, 104-14-003H, and 104-14-003J, unless the zoning is reverted as set forth in condition 4 above.

SECTION 8. That City staff is hereby authorized to take such other and further measures and actions as are necessary and appropriate to carry out the terms, provisions, and intents of this Ordinance.

SECTION 9. If any section, subsection, sentence, clause, phrase, or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 10. Effective Date

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

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 17th day of March, 2026.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
Legal Description
Zoning Map

Title No. 55479

EXHIBIT A – Description of Premises

Tracts "B", "C" and "D" as shown on the plat for Woods at Clear Creek as recorded in Case 8, Map 25, records of Coconino County, Arizona.

For Information Only: Said premises are described as 702 E Pine Knoll Drive, Flagstaff, AZ 86001; 778 E Pine Knoll Drive, Flagstaff, AZ 86001; 900 E Pine Knoll Drive, Flagstaff, AZ 86001 and are designated as Tax Identification Nos. 10414003G, 10414003H and 10414003J on the Tax Map of Coconino County, AZ.

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Current Zoning: Suburban Commercial (SC) zone and High Density Residential (HR) zone in the Resource Protection Overlay (RPO)

Prepared February 19, 2026



Amended Zoning: High Density Residential (HR) zone in the Resource Protection Overlay (RPO)

Prepared February 19, 2026

Upon recording return to:
City Clerk
City of Flagstaff
211 W Aspen Ave.
Flagstaff, AZ 86001

DEVELOPMENT AGREEMENT

between

CITY OF FLAGSTAFF

and

LONE TREE RANCH, L.P.

for

LONE TREE RANCH

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is made as of _____ __, 2026, by and between Lone Tree Ranch, L.P., an Arizona limited partnership ("**Developer**") and the City of Flagstaff, Arizona, a municipal corporation organized and operated under the laws of the State of Arizona (the "**City**"). City and Developer may be referred to in this Agreement as "**Party**" in the singular, and collectively as the "**Parties**."

RECITALS

A. A.R.S. § 9-500.05 authorizes the City to enter into development agreements with landowners and persons having an interest in real property in order to facilitate development of property.

B. Developer is developer of approximately 8.51 acres of real property generally located at the northeast corner of Lone Tree Road and Pine Knoll Drive, legally described in Exhibit A (the "**Property**").

C. Developer desires to undertake entitlement, permitting, and related activities to develop the Property for use as an affordable multi-family community (the "**Project**").

D. To facilitate development of the Project, Developer has requested that the City process Direct-to-Ordinance Zoning Map Amendment PZ-24-00224-04 to rezone the Property from High-Density Residential – Resource Protection Overlay (HR-RPO) and Suburban Commercial – Resource Protection Overlay (SC-RPO) to High-Density Residential – Resource Protection Overlay only.

E. The Parties desire to enter into this Agreement to facilitate development of the Project, as generally (i) depicted on the Civil Site Plan included with PZ-24-00224-03, dated October 2025 and attached to this Agreement as Exhibit B (the "**Site Plan**") and (ii) described in

the Project Narrative included with PZ-24-00224-04, dated October 2025 and attached to this Agreement as Exhibit C (the "**Narrative**").

F. This Agreement and the Project, described and conditioned as set forth in this Agreement, are consistent with the Flagstaff Regional Plan 2030 in effect on the Effective Date of this Agreement, as set forth below.

G. Developer desires to respond to the City's "Housing Crisis Emergency Declaration" (Resolution No. 2020-66) by providing affordable housing options.

H. The City has an interest in ensuring that development of the Property complies with City standards for development and engineering improvements, and the City believes that development of the Property pursuant to this Agreement will result in planning, safety, and other benefits to the City and its residents.

I. Developer acknowledges that development of the Property pursuant to this Agreement will be beneficial and advantageous to the Developer because it provides assurances to the Developer that it will have the ability to develop the Property in general conformance with this Agreement.

J. The City and Developer acknowledge that this Agreement is a development agreement pursuant to the provision of A.R.S. § 9-500.05.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and agreements set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in order to fulfill the foregoing objectives, the Parties agree as follows:

1. **RECITALS & EXHIBITS**. The foregoing recitals and attached Exhibits are material to this Agreement and are hereby incorporated into this Agreement as though they were fully set forth in this Section.

2. **DEFINITIONS**. Unless context clearly indicates otherwise, the following terms shall have the meaning set forth below.

2.1 "Certificate of Occupancy" means a document issued by an authorized City official (i) setting forth that a building or structure legally complies with the City's building codes, the Flagstaff Zoning Code, and other pertinent state and local requirements and (ii) affirming that such a building may be used for the purpose(s) stated therein.

2.2 "City" means the City of Flagstaff, Arizona, a municipal corporation organized and operated under the laws of the State of Arizona, as stated in this Agreement's preamble, as well as any successor public body or entity.

2.3 "Developer" means Lone Tree Ranch, L.P. an Arizona limited partnership, as stated in this Agreement's preamble, as well as any subsequent "Developer" as contemplated

in Section 8.14 of this Agreement.

2.4 "Incentive" means any regulatory flexibility, deviation, reduction, waiver, bonus, or other benefit granted by the City to Developer pursuant to this Agreement and applicable provisions of the City Code, including, without limitation, adjustments to development standards, density, design requirements, landscaping requirements, parking, or other zoning or land use regulations, in exchange for the public benefits and commitments provided by Developer under this Agreement. More than one Incentive may be referred to collectively as the "Incentives."

2.5 "Project" means development of an affordable multi-family community on the Property, as stated in this Agreement's recitals. The Project shall generally conform with the uses, intensities, and densities shown on the Site Plan and described in the Narrative, as conditioned by Ordinance No. 2026-05.

3. ENTITLEMENTS.

3.1 Zoning Map Amendment. Developer hereby agrees to be subject to all the terms, conditions, and stipulations of the Ordinance No. 2026-05 (the "**Ordinance**"), this Agreement, the Site Plan, including any approved minor modifications to development standards or engineering variances (collectively, the "**Entitlements**"). In addition to the provisions for reversion set forth in the Ordinance and the Flagstaff City Code, the Developer's failure to obtain a Certificate of Occupancy for the Project within five (5) years of the effective date of the Ordinance shall entitle the City, in its sole discretion, to conduct a public hearing for the purpose of reverting the High Density Residential zoning on the Property to its former zoning classification of Suburban Commercial (SC) and High Density Residential (HR) with Resource Protection Overlay and with conditions, in accordance with Arizona Revised Statutes § 9-462.01.

3.2 Zoning. Developer intends to develop the Property for use as an affordable multi-family residential community. The Property is currently zoned High-Density Residential – Resource Protection Overlay (HR-RPO) and Suburban Commercial – Resource Protection Overlay (SC-RPO). Developer has requested that the Property be zoned solely to High Density Residential – Resource Protection Overlay (HR-RPO) pursuant to Zoning Map Amendment Application No. PZ-24-00224-04. Upon approval of the Ordinance, any zoning regulations, conditions, or requirements imposed on the Property by any prior rezoning ordinance(s) shall be superseded and rescinded as set forth therein.

3.3 Development Standards. For a period of five (5) years from the Effective Date, development of the Property, as well as the requirements for improvements, will be governed by the Flagstaff Zoning Code, ordinances, regulations, rules, guidelines, and standards (collectively, the "**Applicable Standards**") in effect on the Effective Date. For any development application(s) made after five (5) years from the Effective Date, the Applicable Standards in effect at the time of application shall apply. Notwithstanding the foregoing, the provisions, regulations, rules, and guidelines contained in the City Engineering Standards, Building Code, and Fire Code in effect at the time of application shall apply to all development applications.

4. **INCENTIVES**. In consideration of the terms, provisions, covenants, restrictions, and conditions set forth in this Agreement, the City hereby grants Developer the following Incentives for the use and benefit of the Project, which shall be in addition to, and not in limitation of, any other incentives, benefits, or programs for which Developer may otherwise be eligible. Notwithstanding any provision in this Section, changes to the Site Plan must comply with the provisions set forth in Section 5.2 of this Agreement.

4.1 Resource Reduction Incentive. The minimum preservation rate for forest resources on the Property shall be calculated using the rates applicable to residential zones found in Table 10-50.90.060.B.2.a of the Code, reduced by fifty percent (50%) as authorized under Table 10-30.20.040.B of the Code, resulting in a minimum required forest preservation rate of twenty-five percent (25%). Developer agrees to protect at least twenty-five percent (25%) of the forest resources on the Property, with trees located on steep slopes eligible to be counted toward such forest resources as permitted by the Code.

4.2 Density Bonus Incentive. The maximum allowed residential density on the Property shall be calculated using the density standards applicable to High-Density Residential (HR) Zoning Districts, found in Table 10-40.30.030.C of the Code, increased by forty-five percent (45%) as authorized under Table 10-30.20.050.A of the City Code and as limited by projected density for the Property in Regional Plan 2030. To conform with the restrictions in the Regional Plan, the Project is allowed to include no more than 168 dwelling units.

4.3 Parking Incentive. The minimum number of parking spaces applicable to the Project shall be calculated using the ratios applicable to affordable dwelling units found in Table 10-50.80.040.A of the Code, such that the required number of spaces for the Project is 306 parking spaces (the "Parking Requirement"). Pursuant to Section 10-30.20.040.B.3.b of the Code, the Parking Requirement shall be further reduced by fifteen percent (15%) because the Project is located within one quarter mile of a transit stop, such that the required number of spaces for the Project shall be 260 parking spaces under such reduction. Developer agrees to provide at least 260 parking spaces at the Project.

4.4 Landscaping Incentive. Pursuant to Section 10-30.20.040.B.5 of the Code, the required minimum number of planted trees across all applicable landscaping categories on the Property shall be reduced by ten percent (10%). Any additional landscaping reductions required by Developer shall be subject to approval as development standards modifications in accordance with the Code.

4.5 Development Standards Modifications. Upon Council approval, Developer shall be entitled to take the following adjustments of property development standards pursuant to Section 10-30.20.040.4 in connection with the Project.

4.5.1 Site Layout and Parking.

(a) Eliminate the "building forward" design guideline that calls for building fronts to be located at or near a sidewalk edge to allow parking between the Lone Tree Ranch's buildings and Pine Knoll Drive;

(b) Reduce the required parking stall width from nine (9) feet to approximately

eight (8) feet, six (6) inches to allow for shade canopy columns; and

(c) Adjust the number of parking stalls that may be aligned in a row before requiring a landscape island from eight (8) to twelve (12).

4.5.2 Building and Architectural Standards.

(a) Increase the permissible height of exposed or visible retaining walls from five (5) feet to thirteen (13) feet;

(b) Decrease the required recess depths along primary façade planes from approximately six (6) feet and eight (8) feet to approximately two (2) feet and four (4) feet;

(c) Allow windows to be installed in a single vertical plane with the building's exterior façade.

4.5.3 Landscape Standards.

(a) Reduce the number of trees installed on the Property from 175 to 120.

5. DEVELOPMENT PLAN.

5.1 Development Plan. Developer will construct a multi-family development, including any necessary onsite and offsite improvements, as generally set forth in the Site Plan approved by the City with conditions, subject to any minor modifications approved by the City and as set forth in impact analyses completed for the Project and approved by the City. The Project is further conditioned by the Ordinance, the Narrative, and this Agreement. The Project will consist of approximately one hundred sixty-eight (168) multi-family residential dwelling units, all of which will serve individuals earning 60% AMI or less for a minimum of thirty years.

5.2 Modifications. Development standards in the Site Plan may be modified through the minor modification process in Flagstaff Zoning Code Section 10-20.40.090. Further modifications may be considered and approved by the Director of Planning and Development Services if the proposed modifications do not alter the character of the development or significantly increase the development's transportation or utility impacts. Modifications permitted under this Section shall not require an amendment to this Agreement.

6. OBLIGATIONS.

6.1 Flagstaff Urban Trail System.

(a) If Developer constructs the Project, Developer shall dedicate an approximately five (5) foot wide pedestrian easement along the Property's northeastern boundary to accommodate development of the Flagstaff Urban Trail System ("**FUTS**"), as shown on the Site Plan. The location and extent of this easement may be modified by mutual agreement of the City's Planning and Development Services Director, the City

Engineer, and Developer at any time prior to construction of the Project.

(b) If Developer constructs the Project, Developer shall also cause, at Developer's sole expense, rough grading to occur on the City-owned parcel, assigned Coconino County APN 104-08-011A, to the Property's immediate north. This rough grading shall be adequate in both area and slope to accommodate the FUTS segment displayed on the Site Plan and shall be conducted concurrently with the Project's construction.

(c) The City shall provide any temporary construction easements needed by Developer to perform the rough grading required by Section 6.1(b).

6.2 Rights-of-Way. If Developer constructs the Project, Developer shall dedicate: (i) approximately one (1) foot of public right-of-way along Lone Tree Road, as shown on the Site Plan; (ii) approximately two (2) feet back-of-walk public right-of-way along Pine Knoll Drive, as shown on the Site Plan; (iii), right-of-way sufficient to accommodate a westbound right-turn lane on Pine Knoll Drive approaching Lone Tree Road, as shown on the Site Plan; and (iv) a twenty five (25) foot corner cut-off at the northeast corner of Pine Knoll Drive and Lone Tree Road.

6.3 Affordable Housing. In exchange for the Incentives described in Section 4, Developer shall provide one hundred percent (100%) of the total unit count within the Project as income-restricted rental units for households earning, on average, up to sixty percent (60%) of the Area Median Income ("**AMI**"), as defined by the United States Department of Housing and Urban Development, or its successors, with no single household exceeding one hundred percent (100%) of AMI (the "**Affordable Units**"). The Project shall be subject to the Low-Income Housing Tax Credit ("LIHTC") program for a minimum of thirty (30) years pursuant to that certain Land Use Restriction Agreement ("LURA"), as may be amended in accordance with its terms, approved by the Arizona Department of Housing and recorded against the Property as part of the LIHTC transaction. Developer will provide a copy of the LURA to the City within thirty (30) days of its recordation..

6.4 Rental Management. No lease or rental agreement for any of the Project's units shall be for less than thirty (30) days.

6.5 Permits and Building Fees. Notwithstanding Section 3.3 of this Agreement, Developer agrees and acknowledges that the fees in effect at the time of a submittal of an application or permit apply.

6.6 Gates and Access Control. Any driveway serving the Project that is controlled by a gate shall be designed and constructed such that entering vehicles fully clear the public roadway before stopping. Any such gate shall be operated by an automated access system to prevent vehicles entering from impeding cross traffic on a public roadway.

6.7 Transit Easement. If Developer constructs the Project, the City or its designated transit provider shall have the right to request, in writing, that Developer dedicate a public transit and pedestrian access easement (the "**Transit Easement**") sufficient in size to accommodate a sheltered bus stop where the current Mountain Line bus stop is generally

located north of the northeast corner of the intersection of Lone Tree and Pine Knoll. Upon receipt of such a request, Developer shall dedicate the Transit Easement, provided that (i) the existing right-of-way along Lone Tree Road is insufficient in size to accommodate a standard sheltered bus stop at the time of the City's request, and (ii) the Transit Easement extends no more than three (3) feet beyond the approximately one (1) foot right-of-way along Lone Tree Road dedicated pursuant to Section 6.2 of this Agreement.

Construction and maintenance of any structures or improvements within the Transit Easement shall be the sole responsibility of the City or its designated transit provider. Notwithstanding the foregoing, the size and location of the Transit Easement shall be limited to a size and location that does not prevent or otherwise interfere with the permitting and construction of the Project as generally depicted on the Site Plan.

7. DEFAULT; REMEDIES.

7.1 Events Constituting Default. Either Party to this Agreement shall be deemed to be in default under this Agreement if such Party breaches any obligation required to be performed by the respective Party hereunder within any time period required for such performance and such breach or default continues for a period of thirty (30) days after written notice thereof from the other Party; provided, however, that if the nature of the default is such that it cannot reasonably be cured within the 30-day period, no default shall be deemed to exist if the Party failing to perform commences a cure within such 30-day period and thereafter diligently and expeditiously pursues such cure to completion within sixty (60) days.

7.2 Dispute Resolution. If a dispute arising out of this Agreement cannot by resolved by the Parties, the Parties agree that there shall be a moratorium on litigation for no less than forty-five (45) days, during which time the Parties shall attempt to settle the dispute by nonbinding mediation before commencing litigation. The mediations shall be held under the commercial mediation rules of the American Arbitration Association. The mediator selected shall have at least five (5) years' experience in mediating or arbitrating disputes relating to commercial property development. The costs of any such mediation shall be divided equally between the City and the Developer or in such other fashion as the mediator may order. The results of the mediation shall be nonbinding on the Parties, and any Party may initiate litigation upon the conclusion of mediation.

7.3 Developer's Remedies. If the City is in default under this Agreement and fails to cure such default within the time described in Section 7.1 above, then the Developer may terminate this Agreement by delivering written notice to the City, in addition to all other legal and equitable remedies which the Developer may have.

7.4 City's Remedies. If the Developer is in default under this Agreement fails to cure such default within the time described in Section 7.1 above, then in addition to all legal and equitable remedies which the City may have, the City may terminate this Agreement by written notice to the Developer.

7.5 Development Rights in the Event of Termination. Upon the termination of this Agreement as provided herein, Developer shall have no rights to develop the Property pursuant

to this Agreement.

7.6 No Personal Liability. No current or former member, manager, officer, director, agent, representative, official, employee or other natural person of the City or Developer shall, when acting within the scope of their official capacity, be personally liable (i) in the event of any default or breach by the Parties, as applicable; (ii) for any amount which may become due to the nonbreaching party or its successor or assign; or (iii) pursuant to any obligation of the Parties, as applicable, under the terms of this Agreement.

7.7 Liability and Indemnification. Developer shall indemnify, protect, defend and hold harmless the City, its Council members, officers, employees, and agents for, from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, including, without limitation, reasonable attorney's fees and costs of defense arising, directly or indirectly, in whole or in part, out of the performance of this Agreement by City or Developer (excluding in all events any breach of this Agreement by the City or willful misconduct by the City or its Council Members, officers, employees, or agents),or nonperformance of this Agreement by the Developer.

8. GENERAL PROVISIONS.

8.1 Effective Date and Term. This Agreement shall be effective upon execution by the Parties and recordation in accordance with A.R.S. § 9-500.05 (as amended) (the "**Effective Date**"). The term of this Agreement shall extend from the Effective Date and shall automatically terminate thirty (30) years from the date the Project's residential units are first placed into service.

8.2 Notices. All notices and communications provided for herein, or given in connection herewith, shall be validly made if in writing and delivered personally or sent by registered or certified United States Postal Service mail, return receipt requested, postage prepaid to:

To City:
City Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

City Attorney
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

To Developer:
Lone Tree Ranch, L.P.
Attn: Matthew Klein
8825 North 23rd Avenue, Suite 100
Phoenix, Arizona 85021

Gammage & Burnham, PLC
Attn: Lindsay C. Schube
40 North Central Avenue, Floor 20
Phoenix, Arizona 85004

With a Copy to:

Lender (Upon notice by Developer)

Tax Credit Investor (Upon notice by Developer)

Notice and communications may also be delivered to such other addresses as either Party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective. Notices given by mail shall be deemed delivered 72 hours following deposit in the United States Postal Service in the manner set forth above.

The City acknowledges that Developer will obtain financing for the acquisition, development and/or construction of the real property and/or improvements to be constructed on the Project in whole or in part, from time to time, by one or more third parties (individually a "Lender," and collectively the "Lenders"). In addition to the foregoing, the Developer or its permitted assign may admit a limited partner or non-managing or investor member (the "Tax Credit Investor"), as applicable, in order to facilitate an investment by the Tax Credit Investor of capital contributions which will be utilized to develop the Project. Upon notice to the City by Developer, copies of all subsequent written notices and communications provided to the Developer shall simultaneously be provided to Lender and Tax Credit Investor at the addresses set forth above, including but not limited to any notices of breach or default.

8.3 Waiver. Delay in exercising any right or remedy shall not constitute a waiver thereof, and no waiver by the Parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement.

8.4 Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any of the provisions of the Agreement.

8.5 Authority. The Parties represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. Developer represents and warrants that it is duly formed and validly existing under the laws of the State of Arizona and that it is duly qualified to do business in the State of Arizona and is in good standing under applicable state laws. The Developer and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the party on whose behalf each individual is signing. Developer represents to the City that by executing this Agreement, Developer binds the Property and all persons and entities having any legal or equitable interest therein to the terms of the Agreement.

8.6 Entire Agreement. This Agreement, including the following exhibits which are incorporated in this Agreement by reference, constitutes the entire agreement between the Parties and supersedes any prior written or oral understandings or agreements between the Parties. This provision applies only to the entirety of this Agreement; additional and separate zoning stipulations and agreements with the City may apply to the Property, and this provision has no effect on them.

Exhibit A *Legal Description of Property*

Exhibit B *Approved Site Plan*

Exhibit C *Project Narrative*

8.7 Amendment. This Agreement may be amended, in whole or in part and with respect to all or any portion of the Property, only with the mutual written consent of the Parties to this Agreement or by their successors in interest or assigns. The City shall record the amendment or cancellation in the official records of the Coconino County Recorder.

8.8 Severability. If any other provision of the Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

8.9 Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. This Agreement has been made and entered into in Coconino County, Arizona, and any lawsuit to dispute or enforce any provision of this Agreement must be brought in Coconino County, Arizona.

8.10 Recordation of Agreement and Subsequent Amendment; Cancellation. The City will record this Agreement, and any amendment or cancellation of it, in the official records of the Coconino County Recorder no later than ten (10) days after the City and the Developer execute the Agreement, amendment, or cancellation, as required by A.R.S. § 9-500.05.

8.11 No Partnership or Third-Party Beneficiaries. This Agreement does not create any partnership, joint venture, or other arrangement between Developer and the City. Except as expressly set forth herein, no term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a Party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder**.**

8.12 Conflict of Interest. Pursuant to Arizona law, rules and regulations, no member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to the cancellation provisions of A.R.S. § 38-511.

8.13 Compliance with All Laws. Developer will comply with all applicable federal, state, and county laws, as well as with all applicable City ordinances, regulations and policies.

8.14 Successors and Assigns; Restriction on Assignment by Developer. The rights and obligations of the Parties under this Agreement are covenants that run with the land. The provisions of this Agreement shall inure to the benefit and be binding upon any successors and assigns of the parties hereto. Notwithstanding anything contained in the foregoing to the contrary, until completion of construction of the Project, the right of Developer to assign its rights, duties, and obligations under this Agreement shall be limited to the following:

(a) Assignment made by the Developer as security in connection with obtaining financing and the exercise of lender remedies with respect thereto, including but not limited to, any transfer of the Project to such lender upon foreclosure, deed in lieu or similar event or any transfer by the lender after such foreclosure, deed in lieu or similar event, which shall be deemed permitted hereunder;

(b) An assignment of all rights and obligations of Developer under this Agreement to a person or entity reasonably acceptable to and approved by the City; except that if Developer retains an ownership interest and management control in such person or entity, then the City's prior approval shall not be required; or

(c) An assignment by Developer of its rights and obligations under this Agreement to a corporation, partnership, joint venture, limited liability company, trust, or other legal entity which is controlled by, under common control with, or which controls Developer.

Except for those instances set forth above, Developer shall not transfer or assign any part of its rights and/or obligations arising under this Agreement without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned, or delayed. After the completion of construction of the Project, Developer may assign this Agreement to any purchaser without the City's consent (provided that the City is notified of such assignment).

8.15 Restriction on Assignment by City. The City shall not transfer or assign all or any part of its rights and obligations under this Agreement without the prior written consent of the Developer, which consent may not be unreasonably withheld, conditioned, or delayed.

8.16 Time of the Essence. Time is of the essence in implementing the terms of this Agreement.

9. SUBORDINATION. Notwithstanding any other provision of this Agreement, the Parties expressly agree that this Agreement, and all rights and obligations arising hereunder, shall be subordinate to the terms, conditions, and requirements of any applicable agreements, contracts, grants, loans, or regulatory documents between Developer and the State of Arizona, the United States Government, or any agency or instrumentality thereof. In the event of any conflict between the terms of this Agreement and any such state or federal requirements, the state or federal requirements shall control. The City acknowledges that performance under this Agreement may be subject to modification as reasonably necessary to comply with federal or state requirements, and agrees to cooperate with Developer in effectuating any such modifications. In addition to the foregoing, this Agreement, and all rights and obligations arising hereunder, shall be subordinate to the terms, conditions, and requirements of any financing obtained by the Developer in connection with the development, construction or operation of the Project, and upon the election of any such lender, this Agreement shall terminate and be of no further force and effect in the event of a foreclosure, delivery of deed in lieu or similar event.

10. OPTION TO CURE. Each Lender shall have the right (but not the obligation) hereunder to cure a breach or default and/or to assume Developer's position with respect to this Agreement

and the City hereby agrees to recognize such rights of the Lender and to otherwise permit the Lender to assume all of the rights and obligations of the Developer under this Agreement. In addition, the Tax Credit Investor shall have the right (but not the obligation) hereunder to cure a breach or default of the Developer, and the City agrees to accept any such cure tendered by a Tax Credit Investor as if such cure was tendered by the Developer.

11. **WAIVER OF CLAIM FOR DIMINUTION IN VALUE**. Developer waives and fully releases all financial loss, injury, claims, and causes of action that the Developer may have, now or in the future, for any "diminution in value" and for any "just compensation" under the Private Property Rights Protection Act, codified in A.R.S §§ 12-1131 through 12-1138 (the "**Act**"), in connection with the application of the City's existing land use laws, including the Ordinance. This waiver constitutes a complete release of all claims and causes of action that may arise or may be asserted under the Act regarding the subject Property. Developer agrees to indemnify, hold harmless, and defend City, its officers, employees, and agents, from any and all claims, causes of actions, demands, losses, and expenses, including attorney's fees and litigation costs, that may be asserted by or may result from any of the present owners of any interest in the Property seeking potential compensation, damages, attorney's fees, or costs under the Act that they may have, as a result of the application of the City's existing land use laws, including this Agreement and the Ordinance, upon the Property.

[signatures on the following pages]

[signature page to DEVELOPMENT AGREEMENT FOR LONE TREE RANCH]

IN WITNESS WHEREOF this Agreement has been duly authorized, approved and executed by Developer and City as of the date and year first above set forth.

CITY:

City of Flagstaff, an Arizona municipal corporation

By: _____

Name:_____

Title:_____

Attest:

_____

City Clerk

Approved as to form and authority:

_____

City Attorney

STATE OF)
) **SS**
COUNTY OF)

The foregoing instrument was acknowledged before me by _____, the _____ of the City of Flagstaff, Arizona (the "City"), on behalf of the City.

Subscribed and sworn to before me this _____, 2025

_____

Notary Public

NOTARY SEAL:

[signature page to DEVELOPMENT AGREEMENT FOR LONE TREE RANCH]

IN WITNESS WHEREOF this Agreement has been duly authorized, approved and executed by Developer and City as of the date and year first above set forth.

DEVELOPER:

Lone Tree Ranch, L.P., an Arizona limited partnership

By: _____

Name:_____

Title:_____

STATE OF)
) **SS**
COUNTY OF)

The foregoing instrument was acknowledged before me by _____, the _____ of Lone Tree Ranch, L.P. (the "Developer"), on behalf of the Developer.

Subscribed and sworn to before me this _____, 2025

_____
Notary Public

NOTARY SEAL:

EXHIBIT A

Legal Description of the Property

EXHIBIT B

Approved Site Plan

EXHIBIT C

Project Narrative

Upon recording return to:
City Clerk
City of Flagstaff
211 W Aspen Ave.
Flagstaff, AZ 86001

DEVELOPMENT AGREEMENT

between

CITY OF FLAGSTAFF

and

LONE TREE RANCH, L.P.

for

LONE TREE RANCH

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is made as of _____ __, 2026, by and between Lone Tree Ranch, L.P., an Arizona limited partnership ("**Developer**") and the City of Flagstaff, Arizona, a municipal corporation organized and operated under the laws of the State of Arizona (the "**City**"). City and Developer may be referred to in this Agreement as "**Party**" in the singular, and collectively as the "**Parties**."

RECITALS

A. A.R.S. § 9-500.05 authorizes the City to enter into development agreements with landowners and persons having an interest in real property in order to facilitate development of property.

B. Developer is developer of approximately 8.51 acres of real property generally located at the northeast corner of Lone Tree Road and Pine Knoll Drive, legally described in Exhibit A (the "**Property**").

C. Developer desires to undertake entitlement, permitting, and related activities to develop the Property for use as an affordable multi-family community (the "**Project**").

D. To facilitate development of the Project, Developer has requested that the City process Direct-to-Ordinance Zoning Map Amendment PZ-24-00224-04 to rezone the Property from High-Density Residential – Resource Protection Overlay (HR-RPO) and Suburban Commercial – Resource Protection Overlay (SC-RPO) to High-Density Residential – Resource Protection Overlay only.

E. The Parties desire to enter into this Agreement to facilitate development of the Project, as generally (i) depicted on the Civil Site Plan included with PZ-24-00224-03, dated October 2025 and attached to this Agreement as Exhibit B (the "**Site Plan**") and (ii) described in

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the Project Narrative included with PZ-24-00224-04, dated October 2025 and attached to this Agreement as Exhibit C (the "**Narrative**").

F. This Agreement and the Project, described and conditioned as set forth in this Agreement, are consistent with the Flagstaff Regional Plan 2030 in effect on the Effective Date of this Agreement, as set forth below.

G. Developer desires to respond to the City's "Housing Crisis Emergency Declaration" (Resolution No. 2020-66) by providing affordable housing options.

H. The City has an interest in ensuring that development of the Property complies with City standards for development and engineering improvements, and the City believes that development of the Property pursuant to this Agreement will result in planning, safety, and other benefits to the City and its residents.

I. Developer acknowledges that development of the Property pursuant to this Agreement will be beneficial and advantageous to the Developer because it provides assurances to the Developer that it will have the ability to develop the Property in general conformance with this Agreement.

J. The City and Developer acknowledge that this Agreement is a development agreement pursuant to the provision of A.R.S. § 9-500.05.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and agreements set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in order to fulfill the foregoing objectives, the Parties agree as follows:

1. **RECITALS & EXHIBITS**. The foregoing recitals and attached Exhibits are material to this Agreement and are hereby incorporated into this Agreement as though they were fully set forth in this Section.

2. **DEFINITIONS**. Unless context clearly indicates otherwise, the following terms shall have the meaning set forth below.

2.1 "Certificate of Occupancy" means a document issued by an authorized City official (i) setting forth that a building or structure legally complies with the City's building codes, the Flagstaff Zoning Code, and other pertinent state and local requirements and (ii) affirming that such a building may be used for the purpose(s) stated therein.

2.2 "City" means the City of Flagstaff, Arizona, a municipal corporation organized and operated under the laws of the State of Arizona, as stated in this Agreement's preamble, as well as any successor public body or entity.

2.3 "Developer" means Lone Tree Ranch, L.P. an Arizona limited partnership, as stated in this Agreement's preamble, as well as any subsequent "Developer" as contemplated

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in Section 8.14 of this Agreement.

2.4 "Incentive" means any regulatory flexibility, deviation, reduction, waiver, bonus, or other benefit granted by the City to Developer pursuant to this Agreement and applicable provisions of the City Code, including, without limitation, adjustments to development standards, density, design requirements, landscaping requirements, parking, or other zoning or land use regulations, in exchange for the public benefits and commitments provided by Developer under this Agreement. More than one Incentive may be referred to collectively as the "Incentives."

2.5 "Project" means development of an affordable multi-family community on the Property, as stated in this Agreement's recitals. The Project shall generally conform with the uses, intensities, and densities shown on the Site Plan and described in the Narrative, as conditioned by Ordinance No. 202

3. ENTITLEMENTS.

3.1 Zoning Map Amendment. Developer hereby agrees to be subject to all the terms, conditions, and stipulations of the Ordinance No. 202 (the "**Ordinance**"), this Agreement, the Site Plan, including any approved minor modifications to development standards or engineering variances (collectively, the "**Entitlements**"). In addition to the provisions for reversion set forth in the Ordinance and the Flagstaff City Code, the Developer's failure to obtain a Certificate of Occupancy for the Project within five (5) years of the effective date of the Ordinance shall entitle the City, in its sole discretion, to conduct a public hearing for the purpose of reverting the High Density Residential zoning on the Property to its former zoning classification of Suburban Commercial (SC) and High Density Residential (HR) with Resource Protection Overlay and with conditions, in accordance with Arizona Revised Statutes § 9-462.01.

3.2 Zoning. Developer intends to develop the Property for use as an affordable multi-family residential community. The Property is currently zoned High-Density Residential – Resource Protection Overlay (HR-RPO) and Suburban Commercial – Resource Protection Overlay (SC-RPO). Developer has requested that the Property be zoned solely to High Density Residential – Resource Protection Overlay (HR-RPO) pursuant to Zoning Map Amendment Application No. PZ-24-00224-04. Upon approval of the Ordinance, any zoning regulations, conditions, or requirements imposed on the Property by any prior rezoning ordinance(s) shall be superseded and rescinded as set forth therein.

3.3 Development Standards. For a period of five (5) years from the Effective Date, development of the Property, as well as the requirements for improvements, will be governed by the Flagstaff Zoning Code, ordinances, regulations, rules, guidelines, and standards (collectively, the "**Applicable Standards**") in effect on the Effective Date. For any development application(s) made after five (5) years from the Effective Date, the Applicable Standards in effect at the time of application shall apply. Notwithstanding the foregoing, the provisions, regulations, rules, and guidelines contained in the City Engineering Standards, Building Code, and Fire Code in effect at the time of application shall apply to all development applications.

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4. INCENTIVES. In consideration of the terms, provisions, covenants, restrictions, and conditions set forth in this Agreement, the City hereby grants Developer the following Incentives for the use and benefit of the Project, which shall be in addition to, and not in limitation of, any other incentives, benefits, or programs for which Developer may otherwise be eligible. Notwithstanding any provision in this Section, changes to the Site Plan must comply with the provisions set forth in Section 5.2 of this Agreement.

4.1 Resource Reduction Incentive. The minimum preservation rate for forest resources on the Property shall be calculated using the rates applicable to residential zones found in Table 10-50.90.060.B.2.a of the Code, reduced by fifty percent (50%) as authorized under Table 10-30.20.040.B of the Code, resulting in a minimum required forest preservation rate of twenty-five percent (25%). Developer agrees to protect at least twenty-five percent (25%) of the forest resources on the Property, with trees located on steep slopes eligible to be counted toward such forest resources as permitted by the Code.

4.2 Density Bonus Incentive. The maximum allowed residential density on the Property shall be calculated using the density standards applicable to High-Density Residential (HR) Zoning Districts, found in Table 10-40.30.030.C of the Code, increased by forty-five percent (45%) as authorized under Table 10-30.20.050.A of the City Code and as limited by projected density for the Property in Regional Plan 2030. To conform with the restrictions in the Regional Plan, the Project is allowed to include no more than 168 dwelling units.

4.3 Parking Incentive. The minimum number of parking spaces applicable to the Project shall be calculated using the ratios applicable to affordable dwelling units found in Table 10-50.80.040.A of the Code, such that the required number of spaces for the Project is 306 parking spaces (the "Parking Requirement"). Pursuant to Section 10-30.20.040.B.3.b of the Code, the Parking Requirement shall be further reduced by fifteen percent (15%) because the Project is located within one quarter mile of a transit stop, such that the required number of spaces for the Project shall be 260 parking spaces under such reduction. Developer agrees to provide at least 260 parking spaces at the Project.

4.4 Landscaping Incentive. Pursuant to Section 10-30.20.040.B.5 of the Code, the required minimum number of planted trees across all applicable landscaping categories on the Property shall be reduced by ten percent (10%). Any additional landscaping reductions required by Developer shall be subject to approval as development standards modifications in accordance with the Code.

4.5 Development Standards Modifications. Upon Council approval, Developer shall be entitled to take the following adjustments of property development standards pursuant to Section 10-30.20.040.4 in connection with the Project.

4.5.1 Site Layout and Parking.

(a) Eliminate the "building forward" design guideline that calls for building fronts to be located at or near a sidewalk edge to allow parking between the Lone Tree Ranch's buildings and Pine Knoll Drive;

(b) Reduce the required parking stall width from nine (9) feet to approximately

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eight (8) feet, six (6) inches to allow for shade canopy columns; and

(c) Adjust the number of parking stalls that may be aligned in a row before requiring a landscape island from eight (8) to twelve (12).

4.5.2 Building and Architectural Standards.

(a) Increase the permissible height of exposed or visible retaining walls from five (5) feet to thirteen (13) feet;

(b) Decrease the required recess depths along primary façade planes from approximately six (6) feet and eight (8) feet to approximately two (2) feet and four (4) feet;

(c) Allow windows to be installed in a single vertical plane with the building's exterior façade.

4.5.3 Landscape Standards.

(a) Reduce the number of trees installed on the Property from 175 to 120.

5. DEVELOPMENT PLAN.

5.1 Development Plan. Developer will construct a multi-family development, including any necessary onsite and offsite improvements, as generally set forth in the Site Plan approved by the City with conditions, subject to any minor modifications approved by the City and as set forth in impact analyses completed for the Project and approved by the City. The Project is further conditioned by the Ordinance, the Narrative, and this Agreement. The Project will consist of approximately one hundred sixty-eight (168) multi-family residential dwelling units, all of which will serve individuals earning 60% AMI or less for a minimum of thirty years.

5.2 Modifications. Development standards in the Site Plan may be modified through the minor modification process in Flagstaff Zoning Code Section 10-20.40.090. Further modifications may be considered and approved by the Director of Planning and Development Services if the proposed modifications do not alter the character of the development or significantly increase the development's transportation or utility impacts. Modifications permitted under this Section shall not require an amendment to this Agreement.

6. OBLIGATIONS.

6.1 Flagstaff Urban Trail System.

(a) If Developer constructs the Project, Developer shall dedicate an approximately five (5) foot wide pedestrian easement along the Property's northeastern boundary to accommodate development of the Flagstaff Urban Trail System ("**FUTS**"), as shown on the Site Plan. The location and extent of this easement may be modified by mutual agreement of the City's Planning and Development Services Director, the City

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Engineer, and Developer at any time prior to construction of the Project.

(b) If Developer constructs the Project, Developer shall also cause, at Developer's sole expense, rough grading to occur on the City-owned parcel, assigned Coconino County APN 104-08-011A, to the Property's immediate north. This rough grading shall be adequate in both area and slope to accommodate the FUTS segment displayed on the Site Plan and shall be conducted concurrently with the Project's construction.

(c) The City shall provide any temporary construction easements needed by Developer to perform the rough grading required by Section 6.1(b).

6.2 Rights-of-Way. If Developer constructs the Project, Developer shall dedicate: (i) approximately one (1) foot of public right-of-way along Lone Tree Road, as shown on the Site Plan; (ii) approximately two (2) feet back-of-walk public right-of-way along Pine Knoll Drive, as shown on the Site Plan; (iii), right-of-way sufficient to accommodate a westbound right-turn lane on Pine Knoll Drive approaching Lone Tree Road, as shown on the Site Plan; and (iv) a twenty five (25) foot corner cut-off at the northeast corner of Pine Knoll Drive and Lone Tree Road.

6.3 Affordable Housing. In exchange for the Incentives described in Section 4, Developer shall provide one hundred percent (100%) of the total unit count within the Project as income-restricted rental units for households earning, on average, up to sixty percent (60%) of the Area Median Income ("**AMI**"), as defined by the United States Department of Housing and Urban Development, or its successors, with no single household exceeding one hundred percent (100%) of AMI (the "**Affordable Units**"). The Project shall be subject to the Low-Income Housing Tax Credit ("LIHTC") program for a minimum of thirty (30) years pursuant to that certain Land Use Restriction Agreement ("LURA") as may be amended in accordance with its terms,

6.4 Rental Management. No lease or rental agreement for any of the Project's units shall be for less than thirty (30) days.

6.5 Permits and Building Fees. Notwithstanding Section 3.3 of this Agreement, Developer agrees and acknowledges that the fees in effect at the time of a submittal of an application or permit apply.

6.6 Gates and Access Control. Any driveway serving the Project that is controlled by a gate shall be designed and constructed such that entering vehicles fully clear the public roadway before stopping. Any such gate shall be operated by an automated access system to prevent vehicles entering from impeding cross traffic on a public roadway.

6.7 Transit Easement. If Developer constructs the Project, the City or its designated transit provider shall have the right to request, in writing, that Developer dedicate a public transit and pedestrian access easement (the "**Transit Easement**") sufficient in size to accommodate a sheltered bus stop where the current Mountain Line bus stop is generally located north of the northeast corner of the intersection of Lone Tree and Pine Knoll. Upon receipt of such a request, Developer shall dedicate the Transit Easement, provided that (i) the

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existing right-of-way along Lone Tree Road is insufficient in size to accommodate a standard sheltered bus stop at the time of the City's request, and (ii) the Transit Easement extends no more than three (3) feet beyond the approximately one (1) foot right-of-way along Lone Tree Road dedicated pursuant to Section 6.2 of this Agreement.

Construction and maintenance of any structures or improvements within the Transit Easement shall be the sole responsibility of the City or its designated transit provider. Notwithstanding the foregoing, the size and location of the Transit Easement shall be limited to a size and location that does not prevent or otherwise interfere with the permitting and construction of the Project as generally depicted on the Site Plan.

7. DEFAULT; REMEDIES.

7.1 Events Constituting Default. Either Party to this Agreement shall be deemed to be in default under this Agreement if such Party breaches any obligation required to be performed by the respective Party hereunder within any time period required for such performance and such breach or default continues for a period of thirty (30) days after written notice thereof from the other Party; provided, however, that if the nature of the default is such that it cannot reasonably be cured within the 30-day period, no default shall be deemed to exist if the Party failing to perform commences a cure within such 30-day period and thereafter diligently and expeditiously pursues such cure to completion within sixty (60) days.

7.2 Dispute Resolution. If a dispute arising out of this Agreement cannot by resolved by the Parties, the Parties agree that there shall be a moratorium on litigation for no less than forty-five (45) days, during which time the Parties shall attempt to settle the dispute by nonbinding mediation before commencing litigation. The mediations shall be held under the commercial mediation rules of the American Arbitration Association. The mediator selected shall have at least five (5) years' experience in mediating or arbitrating disputes relating to commercial property development. The costs of any such mediation shall be divided equally between the City and the Developer or in such other fashion as the mediator may order. The results of the mediation shall be nonbinding on the Parties, and any Party may initiate litigation upon the conclusion of mediation.

7.3 Developer's Remedies. If the City is in default under this Agreement and fails to cure such default within the time described in Section 7.1 above, then the Developer may terminate this Agreement by delivering written notice to the City, in addition to all other legal and equitable remedies which the Developer may have.

7.4 City's Remedies. If the Developer is in default under this Agreement fails to cure such default within the time described in Section 7.1 above, then in addition to all legal and equitable remedies which the City may have, the City may terminate this Agreement by written notice to the Developer.

7.5 Development Rights in the Event of Termination. Upon the termination of this Agreement as provided herein, Developer shall have no rights to develop the Property pursuant to this Agreement.

7.6 No Personal Liability. No current or former member, manager, officer, director,

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agent, representative, official, employee or other natural person of the City or Developer shall, when acting within the scope of their official capacity, be personally liable (i) in the event of any default or breach by the Parties, as applicable; (ii) for any amount which may become due to the nonbreaching party or its successor or assign; or (iii) pursuant to any obligation of the Parties, as applicable, under the terms of this Agreement.

7.7 Liability and Indemnification. Developer shall indemnify, protect, defend and hold harmless the City, its Council members, officers, employees, and agents for, from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, including, without limitation, reasonable attorney's fees and costs of defense arising, directly or indirectly, in whole or in part, out of the performance of this Agreement by City or Developer (excluding in all events any breach of this Agreement by the City or willful misconduct by the City or its Council Members, officers, employees, or agents),or nonperformance of this Agreement by the Developer.

8. GENERAL PROVISIONS.

8.1 Effective Date and Term. This Agreement shall be effective upon execution by the Parties and recordation in accordance with A.R.S. § 9-500.05 (as amended) (the "**Effective Date**"). The term of this Agreement shall extend from the Effective Date and shall automatically terminate thirty (30) years from the date the Project's residential units are first placed into service.

8.2 Notices. All notices and communications provided for herein, or given in connection herewith, shall be validly made if in writing and delivered personally or sent by registered or certified United States Postal Service mail, return receipt requested, postage prepaid to:

To City:	To Developer:
City Manager City of Flagstaff 211 West Aspen Avenue Flagstaff, Arizona 86001	Lone Tree Ranch, L.P. Attn: Matthew Klein 8825 North 23rd Avenue, Suite 100 Phoenix, Arizona 85021
City Attorney City of Flagstaff 211 West Aspen Avenue Flagstaff, Arizona 86001	Gammage & Burnham, PLC Attn: Lindsay C. Schube 40 North Central Avenue, Floor 20 Phoenix, Arizona 85004
	With a Copy to:
	Lender
	Tax Credit Investor

Notice and communications may also be delivered to such other addresses as either Party may

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from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective. Notices given by mail shall be deemed delivered 72 hours following deposit in the United States Postal Service in the manner set forth above.

The City

8.3 Waiver. Delay in exercising any right or remedy shall not constitute a waiver thereof, and no waiver by the Parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement.

8.4 Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any of the provisions of the Agreement.

8.5 Authority. The Parties represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. Developer represents and warrants that it is duly formed and validly existing under the laws of the State of Arizona and that it is duly qualified to do business in the State of Arizona and is in good standing under applicable state laws. The Developer and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the party on whose behalf each individual is signing. Developer represents to the City that by executing this Agreement, Developer binds the Property and all persons and entities having any legal or equitable interest therein to the terms of the Agreement.

8.6 Entire Agreement. This Agreement, including the following exhibits which are incorporated in this Agreement by reference, constitutes the entire agreement between the Parties and supersedes any prior written or oral understandings or agreements between the Parties. This provision applies only to the entirety of this Agreement; additional and separate zoning stipulations and agreements with the City may apply to the Property, and this provision has no effect on them.

Exhibit A *Legal Description of Property*

Exhibit B *Approved Site Plan*

Exhibit C *Project Narrative*

8.7 Amendment. This Agreement may be amended, in whole or in part and with respect to all or any portion of the Property, only with the mutual written consent of the Parties to this Agreement or by their successors in interest or assigns. The City shall record the amendment or cancellation in the official records of the Coconino County Recorder.

8.8 Severability. If any other provision of the Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

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8.9 Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. This Agreement has been made and entered into in Coconino County, Arizona, and any lawsuit to dispute or enforce any provision of this Agreement must be brought in Coconino County, Arizona.

8.10 Recordation of Agreement and Subsequent Amendment; Cancellation. The City will record this Agreement, and any amendment or cancellation of it, in the official records of the Coconino County Recorder no later than ten (10) days after the City and the Developer execute the Agreement, amendment, or cancellation, as required by A.R.S. § 9-500.05.

8.11 No Partnership or Third-Party Beneficiaries. This Agreement does not create any partnership, joint venture, or other arrangement between Developer and the City. Except as expressly set forth herein, no term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a Party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder**.**

8.12 Conflict of Interest. Pursuant to Arizona law, rules and regulations, no member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to the cancellation provisions of A.R.S. § 38-511.

8.13 Compliance with All Laws. Developer will comply with all applicable federal, state, and county laws, as well as with all applicable City ordinances, regulations and policies.

8.14 Successors and Assigns; Restriction on Assignment by Developer. The rights and obligations of the Parties under this Agreement are covenants that run with the land. The provisions of this Agreement shall inure to the benefit and be binding upon any successors and assigns of the parties hereto. Notwithstanding anything contained in the foregoing to the contrary, until completion of construction of the Project, the right of Developer to assign its rights, duties, and obligations under this Agreement shall be limited to the following:

(a) Assignment made by the Developer as security in connection with obtaining financing and the exercise of lender remedies with respect thereto, including but not limited to, any transfer of the Project to such lender upon foreclosure, deed in lieu or similar event or any transfer by the lender after such foreclosure, deed in lieu or similar event, which shall be deemed permitted hereunder;

(b) An assignment of all rights and obligations of Developer under this Agreement to a person or entity reasonably acceptable to and approved by the City; except that if Developer retains an ownership interest and management control in such person or entity, then the City's prior approval shall not be required; or

(c) An assignment by Developer of its rights and obligations under this Agreement to a corporation, partnership, joint venture, limited liability company, trust, or other legal entity which is controlled by, under common control with, or which controls

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Developer.

Except for those instances set forth above, Developer shall not transfer or assign any part of its rights and/or obligations arising under this Agreement without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned, or delayed. After the completion of construction of the Project, Developer may assign this Agreement to any purchaser without the City's consent (provided that the City is notified of such assignment).

8.15 Restriction on Assignment by City. The City shall not transfer or assign all or any part of its rights and obligations under this Agreement without the prior written consent of the Developer, which consent may not be unreasonably withheld, conditioned, or delayed.

8.16 Time of the Essence. Time is of the essence in implementing the terms of this Agreement.

9. SUBORDINATION. Notwithstanding any other provision of this Agreement, the Parties expressly agree that this Agreement, and all rights and obligations arising hereunder, shall be subordinate to the terms, conditions, and requirements of any applicable agreements, contracts, grants, loans, or regulatory documents between Developer and the State of Arizona, the United States Government, or any agency or instrumentality thereof. In the event of any conflict between the terms of this Agreement and any such state or federal requirements, the state or federal requirements shall control. The City acknowledges that performance under this Agreement may be subject to modification as reasonably necessary to comply with federal or state requirements, and agrees to cooperate with Developer in effectuating any such modifications. In addition to the foregoing, this Agreement, and all rights and obligations arising hereunder, shall be subordinate to the terms, conditions, and requirements of any financing obtained by the Developer in connection with the development, construction or operation of the Project, and upon the election of any such lender, this Agreement shall terminate and be of no further force and effect in the event of a foreclosure, delivery of deed in lieu or similar event.

10. OPTION TO CURE.

11. WAIVER OF CLAIM FOR DIMINUTION IN VALUE. Developer waives and fully releases all financial loss, injury, claims, and causes of action that the Developer may have, now or in the future, for any "diminution in value" and for any "just compensation" under the Private Property Rights Protection Act, codified in A.R.S §§ 12-1131 through 12-1138 (the "**Act**"), in connection with the application of the City's existing land use laws, including the Ordinance. This waiver constitutes a complete release of all claims and causes of action that may arise or may be asserted under the Act regarding the subject Property. Developer agrees to indemnify, hold harmless, and defend City, its officers, employees, and agents, from any and all claims, causes of actions, demands, losses, and expenses, including attorney's fees and litigation costs, that may be asserted by or may result from any of the present owners of any interest in the Property seeking potential compensation, damages, attorney's fees, or costs under the Act that they may have, as a result of the application of the City's existing land use laws, including this Agreement and the Ordinance, upon the Property.

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[signatures on the following pages]

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[signature page to DEVELOPMENT AGREEMENT FOR LONE TREE RANCH]

IN WITNESS WHEREOF this Agreement has been duly authorized, approved and executed by Developer and City as of the date and year first above set forth.

CITY:

City of Flagstaff, an Arizona municipal corporation

By: _____

Name:_____

Title:_____

Attest:

_____

City Clerk

Approved as to form and authority:

_____

City Attorney

STATE OF)
) **SS**
COUNTY OF)

The foregoing instrument was acknowledged before me by _____, the _____ of the City of Flagstaff, Arizona (the "City"), on behalf of the City.

Subscribed and sworn to before me this _____, 2025

_____

Notary Public

NOTARY SEAL:

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[signature page to DEVELOPMENT AGREEMENT FOR LONE TREE RANCH]

IN WITNESS WHEREOF this Agreement has been duly authorized, approved and executed by Developer and City as of the date and year first above set forth.

DEVELOPER:

Lone Tree Ranch, L.P., an Arizona limited partnership

By: _____

Name:_____

Title:_____

STATE OF)
) **SS**
COUNTY OF)

The foregoing instrument was acknowledged before me by _____, the _____ of Lone Tree Ranch, L.P. (the "Developer"), on behalf of the Developer.

Subscribed and sworn to before me this _____, 2025

_____
Notary Public

NOTARY SEAL:

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EXHIBIT A

Legal Description of the Property

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EXHIBIT B

Approved Site Plan

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EXHIBIT C

Project Narrative

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PLANNING AND DEVELOPMENT SERVICES REPORT
DIRECT TO ORDINANCE ZONING MAP AMENDMENT

PUBLIC HEARING
PZ-24-00224-04

DATE: January 22, 2026
MEETING DATE: February 11, 2026
REPORT BY: Alaxandra Pucciarelli

REQUEST:
Direct to Ordinance Zoning Map Amendment, by Lincoln Avenue Communities, of approximately 8.51 acres located at the northeast corner of Lone Tree Road and Pine Knoll Drive. The proposed development site consists of three parcels. Two of the parcels are zoned High Density Residential (HR) with the Resource Protection Overlay (RPO), and the third is zoned Suburban Commercial (SC) with the RPO. The request is to rezone all three parcels to the HR zone with the RPO.

STAFF RECOMMENDATION:
Staff recommends the Planning and Zoning Commission, in accordance with the findings presented in this report, forward the Direct to Ordinance Zoning Map Amendment request to the City Council with a recommendation for approval, subject to conditions of approval.

PRESENT LAND USE:
The subject property is approximately 8.51 acres, comprised of three contiguous undeveloped parcels.

PROPOSED LAND USE:
The developer proposes the construction of a multi-family residential development, consisting of 100% Affordable units. The proposed development consists of four three/four-story apartment buildings, a clubhouse, outdoor amenities, and on-site surface parking.

NEIGHBORHOOD DEVELOPMENT:
See the attached area context map.

North:	City of Flagstaff Arroyo Park and Pine Knoll residential subdivision beyond
East:	Rio Homes Residential Subdivision; The Ridge at Clear Creek Apartments
South:	Clear Creek Apartments; Mixed-use, commercial with apartments
West:	Lone Tree Road; Kinsey Elementary School

I. Project Introduction

A. Background

In 1997, approximately 20 acres located at 2000 S Lone Tree Road were rezoned from Rural Residential to High Density Residential (18.31 acres) and Suburban Commercial (1.67 acres) to support the development of a small commercial area along Lone Tree Road and various residential developments. The current proposed development occupies tracts B, C, and D of the Woods at Clear Creek subdivision (APNs 104-14-003G, 104-14-003H, and 104-14-003J). The 1997 rezoning ordinance conditioned development of these tracts as follows: Tract B to Office use only, and the elevations must conform to those submitted with the rezone; Tract C to 32 Townhomes, and Tract D to 72 Condominiums that shall be “for sale,” with 17 units to be set aside as “Affordable Housing Units.”

B. Proposed Rezoning and Development Plan

The developer, Lincoln Avenue Communities, is requesting a zoning map amendment to permit the development of an apartment complex consisting of 168 affordable units. The request is to rezone the SC zoned parcel to HR, but also to remove the conditions required of the 1997 zoning ordinance from all three parcels.

The proposed project will include four three/four-story buildings that step down the natural slope of the site. The unit mix includes the following:

UNIT DESCRIPTION	NO. OF UNITS	PERCENTAGE
2 Bed/2 Bath	56	33.3%
3 Bed/2 Bath	88	52.4%
4 Bed/2 Bath	24	14.3%

The project will also include a 6,569 square foot clubhouse with laundry, a fitness room, and a community room. Site access will be provided from two driveways on E. Pine Knoll Drive. There are 286 surface parking spaces, including 9 ADA accessible parking spaces (260 spaces are required). Over half of the parking is proposed to be covered. The project will also provide 24 exterior bicycle parking spaces (15 spaces are required).

II. Staff Site Plan Review

On November 14, 2025, the Inter-Department Staff (IDS) approved an application for Site Plan Review of the proposed development, subject to successfully obtaining a Direct to Ordinance Zoning Map Amendment (rezoning). A copy of the application is attached to this report. Should the rezoning be denied, the Site Plan as submitted will no longer be approved.

A. Zoning – City of Flagstaff Zoning Code

If this Direct to Ordinance Zoning Map Amendment request is approved, approximately 8.51 acres will be rezoned to the High Density Residential (HR) zone. Development of the site will be conditioned to the approved site plan, the requested development standards modifications, and a final development agreement. Any substantial change to the approved site plan would require a new rezoning request and further review and approvals by the Planning and Zoning Commission and City Council. The Site Plan provided includes the overall site layout, resource protection plan, preliminary landscaping, building floor plans and elevations.

i. Site Planning Standards

In accordance with Section 10-30.60.030 of the Zoning Code, a site analysis was completed in conjunction with the concept plan for this project that examines the topography of the site, solar orientation, existing/native vegetation types, view corridors, climate, subsurface conditions, drainage swales and stream corridor, and the built environment and land use context. The project proposes to place the surface parking in front of the apartment buildings. As a 100% affordable development, the applicant may request this modification to site planning standards be made by Council. The Clubhouse is located at the northeast corner of Lone Tree Road and Pine Knoll Drive.

ii. Resource Protection

There is a Resource Protection Overlay zone on the subject site. The Zoning Code requires 50% of the tree resources to be saved, but the Affordable Housing incentive allows that protection rate to be reduced to 25%. Additionally, affordable housing projects may count tree resources located on steep slopes. The developer proposes to save 26% of the existing tree resources. The developer is locating the majority of the required tree resources on the eastern end of the site. This is also where the steep slope is being protected.

iii. Common Space & Civic Space

The HR zone requires 15% of the gross lot area to be Common Space (Table 10-40-30.030.F). A minimum of 55,605 square feet of open space is required for the proposed residential project. The developer's provided Common Space Plan identifies 87,556 square feet (2.01 acres) of common space, which is 23.6% of the site area. Most of the open space is located within the resource area at the east end of the site. The remainder of the common space is located at the south and west perimeter of the site, and around the clubhouse and patio in the southwest corner of the site.

iv. Pedestrian and Bicycle Circulation Systems

The developer will be removing the existing sidewalk along the north side of Pine Cliff Drive and replacing it with a 5-foot wide concrete sidewalk and a 5-foot wide parkway. This 5-foot buffer between pedestrians and the street will increase pedestrian safety and comfort. There is a future FUTS identified to the north of the development. The applicant has committed to completing rough grading at the northeast edge of the site onto the public park property in anticipation of the future FUTS construction. The development also provides a pedestrian connection to the existing park at the north edge of the site.

The site is located adjacent to a bus stop on Lone Tree Road, and the applicant will provide additional Right-of-Way for a new bus stop shelter. The applicant is also proposing a pedestrian connection for residents from the site to Lone Tree Road.

On the site, the developer has proposed sidewalks connecting the buildings, parking areas, common amenities, and alongside the driveways on Pine Knoll Drive.

v. Compatibility and Architectural Design Standards

Compatibility does not mean "the same as" but rather refers to how well a new development is sensitive to the character of existing development. The Zoning Code breaks down compatibility into three categories: Patterns of Development, Scale, and Continuity.

Patterns of Development include streetscapes, site relationships, signage, and landscape features. The project will improve the streetscape along Pine Knoll Drive with a new, landscaped parkway and 5-foot wide sidewalk.

Scale refers to similar or harmonious proportions, overall height and width, the visual intensity of the development, and the building massing. From the north, where the single-family homes and the park are adjacent, the apartment buildings appear as three-stories. The four-story elevations are primarily visible from the interior of the site. The existing multi-family developments to the south and east of the site are three stories.

Continuity encompasses patterns of development and scale, but also site development, building forms, texture, materials, details, and colors. The proposed apartment buildings are consistent with those in the area, with sloped roofs, lap siding, and small balconies. The site plans are similar with internal pedestrian circulation, surface parking, and some covered parking.

vi. Landscaping

Landscaping plans are not required in conjunction with a Direct to Ordinance Zoning Map Amendment. The developer has provided a conceptual landscaping plan, showing landscape areas and plant locations. The conceptual plan generally meets the requirements of parking lot landscaping, street buffer landscaping, building foundation, and peripheral buffer landscaping found within Section 10-50.60 of the Zoning Code. The zoning Code allows for a 10% reduction in landscaping when providing affordable units. In addition, the applicant is requesting Council approval for a further reduction. A final landscape plan will be reviewed at the time of civil plan submittal.

vii. Outdoor Lighting

The subject property is located within Lighting Zone II and is allowed a total of 35,000 lumens per acre. Outdoor lighting plans are not required in conjunction with a Direct to Ordinance Zoning Map Amendment. A final lighting plan will be reviewed for compliance at the time of building permit submittal.

viii. Parking

Based on the requirements for affordable units and guest parking, 306 spaces are required. Since the development is located within a quarter mile of a bus stop, the developer has taken a 15% reduction in the number of required spaces, resulting in 260 required parking spaces. The proposed development includes 286 surface parking spaces, including 9 ADA accessible parking spaces.

ix. Historic/Cultural Resources

A Cultural Resource Study was not required for the subject property.

B. Public Systems Impact Analysis

i. Traffic/Right-of-Way Impact

The project was required to provide a Traffic Impact Statement. Lokahi, LLC, the engineering consultant for the developer, completed a TIA in September 2025. The scope of the analysis is generally determined by the estimated peak hour trips generated by a development, per the Engineering Standards. The estimated peak hour trips for this development are 75 vehicles/hour in the a.m. and 93 vehicles/hour in the p.m. According to the Standards, a level one analysis was appropriate, requiring the consulting engineer to analyze the intersection of Lone Tree Road and Pine Knoll Drive, as well as the two site access driveways.

Both access driveways were also analyzed with respect to spacing and turn-lane requirements. The western driveway warrants a left turn lane; however, staff determined it was disproportional to the scope of the development. The proposed development will be a gated community. The eastern driveway will be accessed with a resident-only key fob. A condition of staff approval is that the system used to open the gate must be automatic to minimize queueing and not interfere with traffic on Pine Knoll Drive.

Transportation Improvements

No off-site traffic improvements will be required. The applicant will be required to provide additional right-of-way along both streets for future improvements, including right-of-way for a bus shelter at the current stop. The FUTS trail to the north of the site requires grading and a dedicated FUTS easement per the approved site plan.

The existing frontage conditions along Pine Knoll Drive include a five-foot wide sidewalk at back of curb. Current Engineering standards call for a five-foot parkway and a five-foot sidewalk. The existing sidewalk along Lone Tree Road will remain in its current condition. The proposed site plan calls for the existing sidewalk along the north side of Pine Knoll Drive to be removed. In its place, the developer will construct a new five-foot wide sidewalk and parkway.

ii. Water and Wastewater Impact

A Water and Sewer Impact Analysis (WSIA) was completed by the City on March 21, 2025. The proposed development is located within the City of Flagstaff urban growth boundary and can be served by City water and sewer utilities.

Water

On-site modifications:

The project site is adjacent to the existing S Lone Tree Road and Pine Knoll Drive. Both roadways have waterlines within the right-of-way, and a waterline crosses the approximate boundary of APN 104-14-003H and APN 104-14-003J. The existing 8" public waterline crosses the site within a public utility easement. If this line is relocated due to onsite construction, the system connection on the north and south side of the property must be re-established, and an easement dedicated per Flagstaff standards.
Off-site modifications:
Since there is an existing waterline crossing the property that can provide adequate water supply and maintain system pressures, there will be no offsite modifications required.

Wastewater
On-site modifications:
There is no infrastructure onsite to support this development, so all systems will have to be designed and built.
Off-site modifications:
Currently, there is an 8-inch gravity sewer that runs within a public utility easement on the south side of E Pine Knoll Dr. There are two existing 6-inch sewer services that extend north to the project property approximately 500-feet and 900-feet east of Lone Tree Road. Connecting to the gravity system in any other location will require trenching across Pine Knoll Drive and coordination with the property owner of the Ridge at Clear Creek Apartments, where the sewer line is located. To provide adequate downstream capacity, off-site sewer improvements will be necessary on the Rio de Flag trunk line near the Wildcat Treatment Plant. Per COF Engineering Standards section 13-05-002-0002 C.2., improvements on the sewer trunk line are not required of the developer. The City is currently in construction on this off-site improvement, which is now known as the Wildcat Interceptor Upsizing. This project must be completed prior to this development connecting to the sewer system.

iii. <u>Stormwater Analysis</u>

A preliminary Drainage Report was completed on June 23, 2025, by WLB Group, Inc., on behalf of the developer. The report states that the design presented for the Lincoln Avenue Communities (LAC) multifamily housing development project upholds the City's requirements for drainage design and the City's Low Impact Development requirements. The design promotes a sustainable development by reducing the post development flows to predevelopment levels through the use of retention and detention basins. The retention is sized to contain the volumetric difference between the pre- and post-development 100-year storm event. The project proposes the use of multiple Stormtech chamber underground retention basins located throughout the site. The location and size were determined based on proportionally relative developed area reaching the underground basins, so the provided retention volume meets the required amount without causing a condition where excess and unused volume is created. The underground basins are linked and routed through one another as the drainage is conveyed from upstream to downstream, within the proposed condition drainage patterns. A final drainage plan is required to be submitted with the Civil Plan review.

III. <u>Direct to Ordinance Zoning Map Amendment</u>

An application for a Direct to Ordinance Zoning Map Amendment shall be submitted to the Planning Director and shall be reviewed, and a recommendation prepared. The Planning Director's recommendation shall be transmitted to the Planning and Zoning Commission in the form of a staff report prior to a scheduled public hearing. The recommendation shall include: an evaluation of the consistency and conformance of the proposed amendment with the goals and policies of the General Plan and any applicable specific plans; the grounds for the recommendation based on the standards and purposes of the zones set forth in Section 10-40.20 (Establishment of Zones) of the Zoning

Code; and, whether the amendment should be granted, granted with conditions to mitigate anticipated impacts caused by the proposed development, or denied.

Direct to Ordinance Zoning Map Amendments shall be evaluated based on the following findings:

A. Finding #1:

The proposed amendment must be found to be consistent with and in conformance with the goals and policies of the General Plan and any applicable specific plans. If the application is not consistent with the General Plan and any other applicable specific plan, the applicable plan must be amended in compliance with the procedures established in Chapter 11-10 of the City Code (Title 11: General Plans and Subdivisions) prior to considering the proposed amendment.

i. General Plan/Flagstaff Regional Plan (FRP 2030) Process and Analysis Summary

When staff performs a Regional Plan (the "Plan") analysis, staff reviews all maps, text, and goals and policies to determine which are the most relevant in relation to the proposed application. The Plan's Future Growth Illustration on Maps 21 and 22 (same map; one is regional scale and one city scale) and the text of the Plan provide supplemental information for the interpretation of goals and policies. In the case of any conflict between the Future Growth Illustration and the Plan's goals and policies, the goals and policies will prevail. The Future Growth Illustration has two types of land use designations: "Area Types" describe the place-making context of Urban, Suburban, Rural, or Employment, and "Place Types" such as activity centers, corridors, and neighborhoods, which provide the framework for the density, intensities, and mix of uses within the area types.

Staff has identified that the subject property is designated as Existing Suburban and is not located within an activity center on the Plan's Future Growth Illustration. Suburban areas are intended to have medium to low densities of people, residences, jobs, and activities; the streets and sidewalks vary in pattern; the area is drivable to access homes and jobs, yet walkable by special pedestrian facilities such as FUTS trails; some services and goods are available to the residents; the area may have access to public transportation. The City's desired Suburban Neighborhood Characteristics include a density of 2-13 units per acre, low-rise apartments (generally accepted as three-story maximum), and open spaces used for passive recreation.

At the time the Site Plan submittal was found to be complete, the minimum density requirement in the HR zone was 10 units per acre, and the maximum density allowed was 22 units per acre (within the RPO and outside of the pedestrian shed of an activity center). Based on the zoning code, a maximum of 187 units are allowed. However, the Regional Plan limits density in Suburban Area Types outside of an Activity Center to a density between 2 and 13 units per acre. The overall density of the project is 19.7 units per acre (168 units /8.51 acres). However, the additional bonus units are not counted towards the Regional Plan's cap on density. With those units, the resulting density is 13.6 units per acre, which staff has determined to be in general conformance with the Regional Plan.

The HR zone permits a maximum building height of 60 feet, or 65 feet for buildings with roofs with a pitch of 6:12 and greater. The Regional Plan identifies characteristics of Suburban neighborhoods, including "low-rise apartments." The proposed buildings are split-level three/four-stories. The highest roofline of the proposed buildings will be approximately 55 feet from finished grade. This height is on the southern, four-story side of the apartment buildings, visible from the interior of the site. To the north, where the public park and single-family neighborhood is located, the apartment buildings are three-stories with a height of approximately 44 feet from finished grade.

ii. Applicable General Plan Goals and Policies

Staff identified relevant Regional Plan Goals and Policies that could be applied to support or not support the proposed Zoning Map Amendment. The following is a discussion of how the project generally meets and conflicts with some of the most relevant goals and policies. The applicant has provided their own more comprehensive analysis as part of their narrative.

a. Neighborhoods, Housing, and Urban Conservation

Goal NH.3 of the Regional Plan speaks to the desire to "make available a variety of housing types at different price points, to provide housing opportunity for all economic sectors". The project proposes 168 affordable units that will permanently serve residents earning, on average, up to 60% of the area median income. The applicant states that the mix of unit types allows families to have the space they need without being financially burdened by high rents or a mortgage on a home. They point out that many new apartments are smaller and targeted at young professionals.

The project will also incorporate access to public transit with paths to the bus stop immediately adjacent to the property. This supports Policy NH.4.6. "Consider and integrate public transportation when possible in planning housing developments, to help reduce a household's transportation costs and minimize impact on the community's roads and transportation system".

b. Environmental Planning & Conservation

The Regional Plan encourages development to work with the existing landforms. Developments should step down sloped sites and preserve as much natural topography as possible. Policy E&C.9.2 states that "Construction projects employ strategies to minimize disturbed area, soil compaction, soil erosion and destruction of vegetation". The proposed development steps the apartment buildings down the site's slope and concentrates tree resources to the east end of the property to minimize construction disturbance.

The project lowers operational emissions through high-efficiency building systems and fixtures, and EV-ready parking to accelerate clean mobility. Safe multimodal links to nearby transit and trails are integrated to reduce vehicle miles traveled, while drought-tolerant landscaping and efficient irrigation cut embodied and operating energy tied to water use. These elements support the Plan's Goal E&C. 2. "Achieve carbon neutrality for the Flagstaff community by 2030".

c. Transportation

The applicant states that the project reduces congestion and emissions by prioritizing transit, walking, and cycling. The proposed development will place residents within walking distance of two existing bus routes, will provide right-of-way dedication for a future sheltered bus stop on Lone Tree Road, and will connect to a future FUTS trail. These connections help promote the use of public transportation, walking and bicycling as stated in Policy T.1.6 "Provide and promote strategies that increase alternate modes of travel and demand for vehicle travel to reduce peak period traffic".

d. Energy

The General Plan includes Policy E.1.10. "Incentivize energy efficiency and renewable energy technologies in construction projects". The property does implement energy-efficient MEP specifications, materials,

appliances, and building practices, but the applicant states the project can no longer feasibly incorporate rooftop or carport solar to offset energy consumption with the phasing out of the Solar Investment Tax Credit.

Staff believes that the proposed application meets this finding.

B. Finding #2

To meet the finding, the proposed amendment must be determined not to be detrimental to the public interest, health, safety, convenience, or welfare of the City of Flagstaff (the "City"); and will add to the public good as described in the General Plan. Staff does not believe that the proposed project will be detrimental to the public interest, health, safety, convenience, or welfare. Staff also believes that the proposed amendment will add to the public good.

The developer has identified the following Community Benefits and Public Good:

- The Project enhances community convenience by delivering 168 units of affordable family housing within walking distance of NAU, Arroyo Park, and transit stops, thereby shortening commute distances and providing access to employment, education, and services.
- By redeveloping an underutilized infill parcel, the project advances the General Plan's goals for compact growth, housing diversity, and sustainability.
- The inclusion of energy-efficient building materials and specs, native landscaping, and open space amenities creates a healthy living environment and sets a precedent for environmentally responsible multifamily design in Flagstaff.

C. Finding #3

To meet the finding the affected site must be determined to be physically suitable in terms of design, location, shape, size, operating characteristics; and the provision of public and emergency vehicle access, public services, and utilities to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

Staff believes that the proposed application meets this finding. The Inter-Division Staff reviewed the application and concluded that the site was suitable for the proposed development. The IDS team based its conclusion on the review of all applicable codes and requirements, as well as impact analyses for the site.

IV. DEVELOPMENT AGREEMENT

A draft development agreement has been prepared. The primary purpose of this agreement is to set out roles and responsibilities in regard to the following (not limited to):

- Affordable Housing commitment
- Identifying the Affordable Housing Incentives being utilized and the requested Development Standards Modifications
- The commitment to grade a future FUTS
- Right-of-Way dedications
- Gate and access control conditions

V. CITIZEN PARTICIPATION

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for Direct to Ordinance Zoning Map Amendments. In accordance with State Statute, notice of the public

hearing was provided by placing an ad in the Daily Sun, posting notices on the property, and mailing a notice to all property owners within 300 feet of the site, homeowner associations within 1,000 feet of the site, and all contacts on the City's Registry of Interested Persons.

The developer held one neighborhood meeting regarding this case on November 17, 2025. Four individuals attended the meeting. A Citizen Participation summary, attached, was prepared to document the questions, comments, and concerns presented. The meeting included a presentation from the developer and a question-and-answer session. The questions asked were informational in nature (as opposed to raising issues or expressing concern). The requirement for a second neighborhood meeting was waived by staff. At this point in time, staff has not received any comments on the proposed development.

RECOMMENDATION:

Staff recommends the Planning & Zoning Commission forward the request to the City Council with a recommendation approving PZ-24-00224-04, subject to the following five conditions, which will be included in the zoning map amendment ordinance:

1. The subject property must be developed in accordance with the approved site plan and the conditions of approval dated November 14, 2025, unless modified as provided for in the Lone Tree Ranch Development Agreement. Modifications, other than modifications permitted by the Development Agreement, to the approved site plan will require an amendment to this Direct to Ordinance Zoning Map Amendment request.
2. All other requirements of the Zoning Code and other City codes, ordinances and regulations, shall be met by the proposed development.
3. All terms, conditions, and restrictions detailed within the Lone Tree Ranch Development Agreement, as amended, must be fully satisfied.
4. In the event the property is rezoned and the Developer fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert to the zoning (including conditions) established in the 1997 rezoning, in accordance with A.R.S. § 9-462.01.
5. The approval of this ordinance will have the effect of rescinding the prior rezoning ordinance (Ord. No. 1943) as it relates only to parcels 104-14-003G, 104-14-003H, and 104-14-003J, unless the zoning is reverted as set forth in condition 4 above.

Attachments:

- Application
- Vicinity Map
- Project Narrative and Regional Plan Analysis
- Citizen Participation Plan and Report
- Approved Site Plan Drawings:
    - Architectural Site Plan, Floor Plans, and Elevations
    - Civil Plans
    - Landscape Plans
    - Resource Protection Plan

City of Flagstaff

Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov

P: (928) 213-2618
F: (928) 213-2609

Date Received	Application for Direct to Ordinance Zoning Map Amendment	File Number

Project Name Lone Tree Ranch			
Site Address 900 E Pine Knoll Dr	**Parcel Number(s)** 104-14-003J, -003H, -003G	**Subdivision & Lot Number** Woods at Clear Creek, Tracts B, C, and D	**Site Acreage** 8.49
Existing Zoning District HR - RPO & SC - RPO	**Proposed Zoning District** HR - RPO	**Existing Regional Plan Area and Place Type** Suburban & Special Planning Area	
Existing Use Vacant	**Proposed Use** Multi-Family Residential		

Property Information:

- ☐ Yes ■ No Located in an existing Local/National Historic District? (Name: _____)
- ☐ Yes ■ No Existing structures are over 50 years old at the time of application?
- ■ Yes ☐ No Subject property is undeveloped land?

Type of Zoning Map Amendment (Small, Medium, Large or Multi-Phase)
Large

Property Owner(s) Consolidated Investment Co., Inc	**Phone** 480-225-3612
Mailing Address 8112 N 53rd Street, Paradise Valley, AZ 85253 **City, State, Zip**	**E-mail** cicflag@hotmail.com
Applicant(s) Lincoln Avenue Communities	**Phone** 424-222-8253
Mailing Address 401 Wilshire Blvd, 11th Floor, Santa Monica, CA 90401 **City, State, Zip**	**E-mail** mklein@lincolnavenue.com
Project Representative(s) Matthew Klein and Will Huebner	**Phone** 774-278-8827
Mailing Address 401 Wilshire Blvd, 11th Floor, Santa Monica, CA 90401 **City, State, Zip**	**E-mail** whuebner@lincolnavenue.com

Property Owner Signature (required)	Date	Applicant Signature	Date
Karen S Wood-Packard	09/12/2025		9/10/25

For City Use

Date Filed:	**File Number(s):**	
P & Z Hearing Date:	**Publication and Posting Date:**	
Council Hearing Date:	**Publication and Posting Date:**	
Fee Receipt Number:	**Amount:**	**Date:**

Action by Planning and Zoning Commission:	Action by City Council:
☐ Approved	☐ Approved
☐ Denied	☐ Denied
☐ Continued	☐ Continued

Staff Assignments	Planning	Engineering	Fire	PW/Water Services	Stormwater

Lone Tree Ranch
Location/Vicinity Map

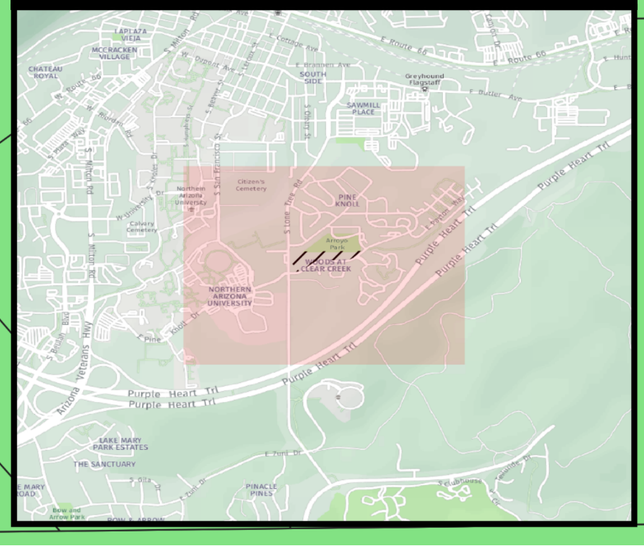
September 16, 2025

Surrounding Uses

1. Commons at Sawmill Apartments
2. Pine Knoll Brannen Homes Neighborhood
3. Coconino County Sherrif's Complex
4. Rio de Flag (Trail and Open Space)
5. Rio Homes Neighborhood
6. Arroyo Park/Mark Grace Field
7. The Ridge at Clear Creek Apartments
8. I-40 Corridor
9. Juniper Point Neighborhood (Future)
10. Clear Creek Village Apartments
11. Coconino Community College
12. Coconino National Forest (Outparcel)
13. Low-Intensity Retail/Services
14. Vacant/Undeveloped
15. NAU Facility Services
16. NAU Surface Parking
17. J. Lawrence Walkup Skydome
18. Kindsey Elementary School
19. Hilltop Townhomes (Student Housing)
20. Citizens Cemetery

Subject Property

Overview



Zoning Districts

- Rural Residential (RR)
- Medium Density Residential (MR)
- High Density Residential (HR)
- Suburban Commercial (SC)
- Heavy Industrial (HI)
- Public Facility (PF)

0 250 500 750 1,000 1,250 1,500 ft

Lone Tree Ranch – 900 East Pine Knoll Drive
Zoning Map Amendment Narrative

I. Executive Summary

Lincoln Avenue Communities ("LAC") is requesting a zoning map amendment to facilitate development of a 168-unit affordable multifamily residential project (the "Project" or "Lone Tree Ranch"). Lone Tree Ranch will consist of three- and four-story split-level walk-up buildings that will provide highly amenitized—yet attainable—housing for the Flagstaff community. It will house workers, families, and community members making no more than 60% of the Area Median Income ("AMI").

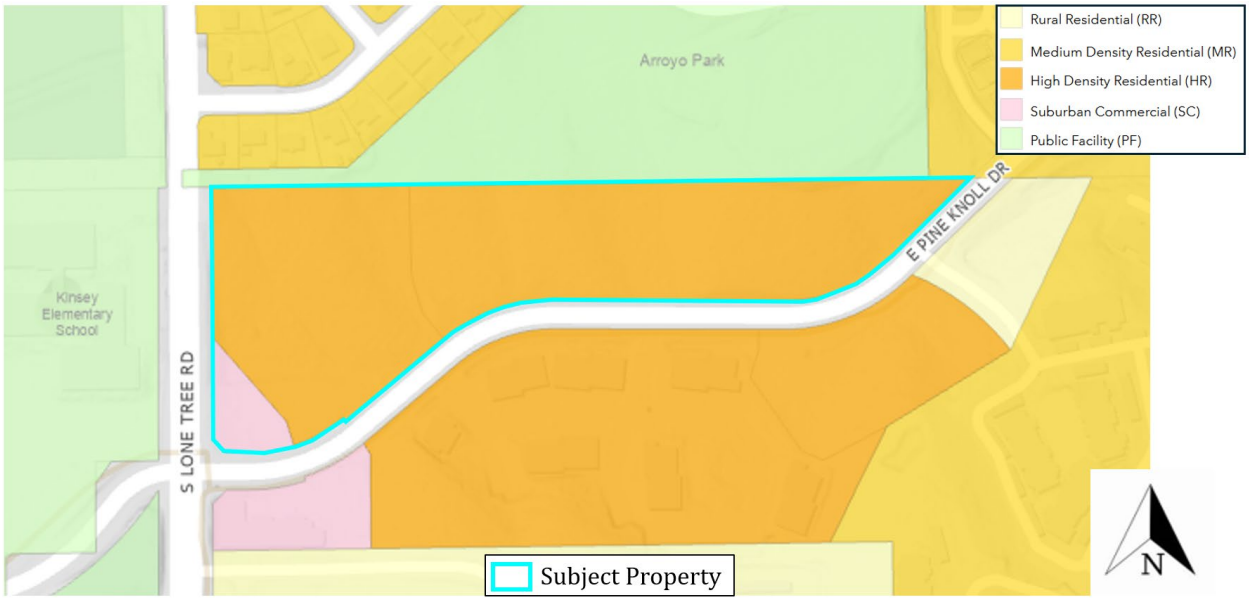
LAC develops, owns, and operates affordable housing nationwide. LAC's current portfolio contains over 170 properties with more than 30,000 units, spanning dozens of states. LAC, along with its non-profit General Partner Fairview Housing Partners ("FHP"), are looking forward to offering high-quality affordable Housing within the City. LAC and FHP have a combined 823 units of affordable housing currently under construction in the state of Arizona, with more than 1,300 units planned over the coming years. LAC looks forward to working with the city to help Flagstaff address its housing crisis.

II. Subject Property

LAC proposes to develop the Project on approximately 8.51 acres located at the northeast corner of Lone Tree Road & Pine Knoll Drive, also known as Coconino County Assessor's APNs 104-14-003G, -003H, and -003J (collectively, the "Property"). The Property includes Tracts "B", "C", and "D," as shown on the Plat for the Woods at Clear Creek as Recorded in Case 8, Map 25 Records of Coconino County, Arizona. As shown on the aerial map below, the Property is currently undeveloped.



The Property is currently zoned High Density Residential ("HR") across two of the parcels, comprised of approximately 8 acres. HR zoning districts are intended for medium- to high-density multifamily developments. The remaining parcel (-003G), at the southwest corner, is zoned Suburban Commercial ("SC") and is approximately 0.5 acres in size. This zoning district is intended for "retail and service establishments that supply commodities or perform services meeting the needs of adjacent residential neighborhoods." All three parcels are within the City's Resource Protection Overlay Zone. The Property's current zoning is shown below.



The Property is designated as an Existing Suburban Area in the 2030 Regional Plan Future Growth Illustration. These areas have medium to low densities (two to thirteen units per acre) and are "drivable to access homes and jobs, yet walkable by special pedestrian facilities like the Flagstaff Urban Trail System" ("FUTS").

As shown on the Location/Vicinity Map, enclosed with this application as **Item I.8**, the Property is immediately surrounded by the Woods at Clear Creek (a commercial and residential development) to the south and east, a single-family residential neighborhood and Arroyo Park to the north, and Kinsey Elementary School to the west. Additional uses are shown on **Item I.8**.

III. Proposed Project

Lone Tree Ranch will provide contemporary multifamily housing options to households making at or below 60% of the AMI. It will include:

- 168 units (±13 du/ac) dispersed throughout four buildings and providing approximately 218,308 square feet of gross residential space;
    - Fifty-six (56) two-bedroom units,
    - Eighty-eight (88) three-bedroom units,
    - Twenty-four (24) four-bedroom units,
- Numerous high-quality amenities providing approximately 7,500 square feet of amenity space;
    - Clubhouse,
    - Leasing office,

  - Barbecue area,
  - Fitness center,
  - Playground,
  - Tot lot,
- Substantial native and regionally appropriate landscaping.

The focus on larger unit sizes allows working class families to have the space they need to comfortably raise their families without being financially burdened by higher rents or a mortgage on a home. This is difficult to find in any market as most apartments are smaller and targeted at young professionals without large families.

The Project's buildings will be three- and four-story splits. This exceeds the typical 2.5-story structure characteristic of low-rise apartments, but this is necessary due to the buildable area being precluded by the Resource Protection Area, topography, ample parking, and desirable amenity spaces. This is also due to the fact that a 2.5-story project would be financially infeasible for an affordable housing project at a much lower unit count. Residents and guests will be provided with ample parking with Lone Tree Ranch's 286 parking spaces. Ingress and egress will occur from southwest and southeast along Pine Knoll.

IV. Requested and Required Findings

LAC is requesting a zoning map amendment to rezone APN 104-14-003G from Suburban Commercial (SC) to High-Density Residential (HR).

Direct-to-Ordinance Zoning Map Amendments are evaluated based on three findings, enumerated in Flagstaff Zoning Code Section 10-20.50.040.F.1.a. These three findings are listed below, along with a discussion of how the Project satisfies all three.

(1) The proposed amendment is consistent with and conforms to the goals of the General Plan and any applicable specific plans.

Regional Plan Analysis

Lone Tree Ranch is consistent with and conforms with the goals of Flagstaff Regional Plan 2030 in myriad ways. It is also consistent with the density contemplated by its Existing Suburban Designation in the Future Growth Illustration. More specifically, the Project proposes 168 units in total. When deflated by the 45% bonus allowed for Category 1 Affordability under Table 10-30.20.050.A of the Flagstaff Zoning Code, the "Affordable Unit

Count" rounds up to 116.[1] And when this Affordable Unit Count is distributed across the Property's 8.51 acres, the Project's proposed density rounds down to 13 du/ac, which conforms with the Regional Plan's density cap.[2]

Furthermore, the Project *strongly* supports the Plan's housing, environmental, and complete-streets goals by (1) dedicating its units to low-income households, (2) incorporating energy efficient MEP specs, appliances, and finishes, and (3) facilitating transit-access (respectively). As discussed in greater detail below, many of this Project's characteristics are expressly encouraged by the Regional Plan—indicating strong alignment with Flagstaff's long-term vision.

Suburban Land Use Designation Analysis

Lone Tree Ranch is fully consistent with the Suburban Land Use Designation outlined in the City of Flagstaff Regional Plan. The project's design is medium-density conforming to the density cap as mentioned above. The project remains compatible with the surrounding suburban character through thoughtful massing, scale, and site organization. Buildings are thoughtfully arranged and connected by pedestrian-friendly paseos, creating a community-oriented environment rather than an urban block pattern.

The project balances compact development with ample green space and buffers, integrating native landscaping and recreational amenities that reflect the natural setting. Access to transit, trails, and nearby employment centers supports multimodal connectivity, an essential element of suburban development that reduces vehicle dependency while maintaining neighborhood livability.

We're helping meet Suburban Area Policies such as Policy LU.5.2., Policy LU.5.3., Policy LU.6.1., Policy LU.6.4., Policy LU.13.4., and Policy LU.13.9. which will be further outlined in the next section.

Regional Plan Goals and Policies

Goals are organized by Regional Plan 2030's relevant chapters.

Environmental Planning and Conservation

The project lowers operational emissions through high-efficiency building systems and fixtures, and EV-ready parking to accelerate clean mobility. Safe multimodal links to nearby transit and trails are integrated to reduce vehicle miles

[1] $(^{168}/_{1.45} = 115.86)$.

[2] $(^{116}/_{8.51} = 13.6)$.

traveled, while drought-tolerant landscaping and efficient irrigation cut embodied and operating energy tied to water use.

All exterior lighting will comply with the City's Outdoor Lighting Standards. Pole heights are kept as low as practical, façade up-lighting is avoided, and motion controls/curfews are used in parking and walkway areas to limit skyglow and light trespass. The building exteriors will also implement a darker earth-toned color palette that absorbs light rather than reflects it.

The landscape palette will prioritize regional natives and adaptive species with select edible trees/shrubs where appropriate. Turf is minimized and efficient irrigation methods will be implemented.

Relevant Environmental Planning and Conservation Goals and Policies

- **Goal E&C.2.** Achieve carbon neutrality for the Flagstaff community by 2030.
  Goal E&C.5. Preserve dark skies as an unspoiled natural resource, basis for an important economic sector, and core element of community character.
- **Policy E&C.6.8.** Disturbed areas for improvements and landscaping for new developments shall emphasize the use of native, drought-tolerant or edible species appropriate to the area.

Open Space

Perimeter landscaping along Pine Knoll/Lone Tree create a native, drought-tolerant buffer that softens views, screens parking, and provides separation from adjacent uses. Building placement preserves sightlines through the site and provides a smooth transition from the urban edge to nearby natural areas while respecting cultural and scenic resources.

Connection to the nearby FUTS path and a network of internal paths link residents to sidewalks, trails, transit, and on-site amenities, encouraging walking and biking over short car trips. Passive and active outdoor spaces scattered throughout the site with carefully placed seating invite quiet interaction with nature and a tranquil experience.

Our on-site outdoor spaces bring the character of Flagstaff's open spaces into daily life, visible from stoops, balconies, and community entries. Low-impact

design—native plantings, shade trees, and modest, shielded lighting—blends with the architecture to create a cohesive, nature-forward residential environment.

Relevant Open Space Goals and Policies

- **Policy OS.1.3.** Use open spaces as natural environment buffer zones to protect scenic views and cultural resources, separate disparate uses, and separate private development from public lands, scenic byways, and wildlife habitats.
- **Policy OS.1.4.** Use open space as opportunities for non-motorized connectivity, to interact with nature, and to enjoy the views and quiet.
- **Policy OS.1.5.** Integrate open space qualities into the built environment.

Water Resources

The site design will apply the City's Low Impact Design Manual to manage stormwater. These measures improve flood attenuation and water quality, promote groundwater recharge, and enhance on-site open space with native, pollinator-supportive plantings. During construction, a SWPPP, limited disturbance zones, soil protection/de-compaction, and preserved vegetation reduce erosion, sedimentation, and compactions supporting long-term watershed health and biodiversity. The project integrates distributed LID features so stormwater is treated as a resource rather than a waste stream. Access to the FUTS network via our on-site path provides residents with great access to wildlife observation opportunities.

Relevant Water Resources Goals and Policies

- **Policy WR.5.2.** Incorporate pedestrian access, trails, and watchable wildlife opportunities into natural watercourses when practical.
- **Policy WR.5.7.** Support healthy watershed characteristics through implementation of practices, consistent with the City of Flagstaff Low Impact Design Manual, that improve flood control and flood attenuation, stormwater quality, and water sustainability; increase groundwater recharge; enhance open space quality; increase biodiversity; and reduce land disturbance and soil compaction.
- **Policy WR.6.4.** Encourage low-impact development strategies.

Energy

The site plan orients primary walkways to Lone Tree Road and Pine Knoll Drive to provide short, ADA-compliant routes to existing bus stops, with space reserved for a future sheltered bus stop and real-time transit info in the clubhouse.

A multi-use path connects directly to the FUTS network and streets, while secure, covered bike parking and short-term racks at amenities support everyday riding. Drive-aisle traffic calming and clear sightlines at crossings improve cyclist safety and comfort.

Shaded, accessible sidewalks loop the site and link buildings to green spaces, play areas, and the public frontage, with crosswalks and proper signage at driveway intersections to slow vehicles. Well maintained paths, shade trees, and weather-protected entries promote comfortable, year-round walking—making on-site errands and nearby destinations feasible without a car.

The project incorporates cost-effective and energy-efficient MEP specs, appliances, and finishes to reduce electric and water consumption in order to conserve natural resources and financially support the project. The project will also be all-electric. This brings the project and community closer to carbon neutrality.

Relevant Energy Goals and Policies

- **Policy E.1.4.** Promote cost-effective, energy-efficient technologies and design in all new and retrofit buildings for residential, commercial, and industrial projects.
- **Policy E.1.5.** Promote and encourage the expansion and use of energy-efficient modes of transportation:
    (1) Public transportation
    (2) Bicycles
    (3) Pedestrians
- **Policy E.1.7.** Support policies and programming that reduce electricity, natural gas, and water consumption in order to conserve natural resources and reduce financial costs.
- **Policy E.1.10.** Incentivize energy efficiency and renewable energy technologies in construction projects.

Community Character

Building articulation, materials, and colors are drawn from the surrounding natural environment, allowing the architecture and landscape features to blend well with the surrounding nature. Earth-toned facades and siding, roofing choices, and material selection along with dark-sky compliant lighting echo long-standing regional cues, ensuring the project complements rather than competes with Flagstaff's established character. You'll see these material and color selections in our proposed elevations submitted with the project.

Although no known cultural or archaeological resources are located on the site, the project will follow City and State protocols for discovery during construction. Should any cultural materials be encountered, work will stop immediately, and appropriate authorities will be notified. This proactive approach demonstrates the project's respect for Flagstaff's heritage and its commitment to cooperation with relevant agencies and organizations to preserve the community's cultural identity.

Lone Tree Ranch achieves balance between the natural and built settings by concentrating density in a compact footprint while preserving generous landscape buffers and outdoor uses. The project maintains a strong ecological and aesthetic connection to its environment.

Internal streets and parking areas are designed to be safe, attractive, and pedestrian-friendly, with shaded sidewalks, clearly marked crosswalks, and landscaping that provide shade and improve aesthetics. Together, these features ensure that vehicular areas support, rather than dominate, the human-scale experience and visual quality of the development.

Relevant Community Character Goals and Policies

- **Policy CC.1.2.** Continue to define and further develop the community character by incorporating the natural setting into the built environment at all design scales.
- **Policy CC.2.1.** Actively locate, identify, interpret, and preserve historical, archaeological, and cultural resources, in cooperation with other agencies and non-governmental organizations, as aspects of our society for future generations to retain, understand, and enjoy their cultural identity.
- **Goal CC.3.** Preserve, restore, enhance, and reflect the design traditions of Flagstaff in all public and private development efforts.
- **Policy CC.4.3.** Employ design solutions that balance the interface of the natural and built environments, with the most urbanized core activity areas being the most built, and the most rural areas being the most natural.
- **Policy CC.4.4.** Design streets and parking lots to balance automobile facilities, recognize human-scale and pedestrian needs, and accentuate the surrounding environment.

Growth Areas and Land Use

As a suburban infill development, Lone Tree Ranch reduces the cost and environmental impact of providing services in comparison to peripheral expansion. We are also providing a Natural Resource Protection Area in-line with the city fire

code to preserve the natural environment as much as possible. As an affordable multifamily project in its suburban context, it also represents compact development that provides a variety of housing types to the Flagstaff community. This is especially impactful considering the Property's proximity to Mountain Line Routes 4 and 14 providing public transit access in a suburban area. Furthermore, the Project is highly amenitized, thereby providing social and recreational opportunities to its residents. The projects medium density between a suburban and commercial area provides a smooth transition between higher intensity and lower intensity uses and provides great access to the nearby commercial areas for work and shopping. It also fills a significant supply gap of high quality, affordable housing units helping the city address its Housing Emergency and fill in a price point that is hard to come by for many hardworking Flagstaff residents that have been priced out over the years. In short, Lone Tree Ranch will develop a vacant parcel to meet numerous needs of Flagstaff residents.

Relevant Growth Areas and Land Use Goals and Policies

- **Policy LU.1.3.** Promote reinvestment at the neighborhood scale to include infill of vacant parcels, redevelopment of underutilized properties, aesthetic improvements to public spaces, remodeling of existing buildings and streetscapes, maintaining selected appropriate open space, and programs for the benefit and improvement of the local residents.
- **Policy LU.1.6.** Establish greater flexibility in development standards and processes to assist developers in overcoming challenges posed by redevelopment and infill sites.
- **Policy LU.3.4.** Promote transitions between urban, suburban, and rural areas with an appropriate change in development intensity, connectivity, and open space.
- **Policy LU.5.2.** Promote infill development over peripheral expansion to conserve environmental resources, spur economic investments, and reduce the cost of providing infrastructure and services.
- **Policy LU.5.3.** Promote compact development appropriate to and within the context of each area type: urban, suburban, and rural.
- **Policy LU.6.1.** Consider a variety of housing types and employment options when planning new development and redevelopment projects.
- **Policy LU.6.4.** Provide appropriate recreational and cultural amenities to meet the needs of residents.
- **Policy LU.13.2.** Consider public transit connections in suburban development.
- **Policy LU.13.4.** Plan suburban development to include a variety of housing options.

- **Policy LU.13.9.** Use open space and FUTS trails to provide walking and biking links from residential uses to employment, shopping, schools, parks and neighborhoods.
- **Policy LU.18.4.** Encourage developers to provide activity centers and corridors with housing of various types and price points, especially attached and multi-family housing.
- **Policy LU.18.6.** Support increased densities within activity centers and corridors.

Transportation

Lone Tree Ranch reduces congestion and emissions by prioritizing transit, walking, and cycling. The project's internal circulation directs residents toward existing bus stops, with potential for a future sheltered stop at the Lone Tree frontage. A multi-use path connects directly to the Flagstaff Urban Trail System (FUTS), while internal bike lanes and traffic calming encourage cycling. Pedestrian loops and shaded paths make walking convenient and comfortable, supporting a truly walkable community design.

Entries and internal streets are designed with appropriate lighting, crosswalks, and landscape buffers to accommodate pedestrians, cyclists, and vehicles safely.

We have sidewalks that meet ADA slope and clearance requirements and connect seamlessly to Pine Knoll Drive, Lone Tree Road, and the FUTS network. Pedestrian refuge zones and enhanced paving at drive aisles improve crossing safety, while shaded tree canopy and site furnishings promote year-round usability for all residents, including those with mobility impairments.

The project contributes to Flagstaff's comprehensive bikeway plan by providing direct trail frontage, bicycle parking, and connections to regional destinations such as NAU, Arroyo Park, and nearby commercial corridors. These linkages integrate Lone Tree Ranch into the citywide network.

<u>Relevant Transportation Goals and Policies</u>

- **Policy T.3.8.** Promote transportation options such as increased public transit and more bike lanes to reduce congestion, fuel consumption, and overall carbon emissions and promote walkable community design.
- **Policy T.4.2.** Design all gateway corridors, streets, roads, and highways to safely and attractively accommodate all transportation users with contextual landscaping and appropriate architectural features.
- **Policy T.5.1.** Provide accessible pedestrian infrastructure with all public and private street construction and reconstruction projects.

- **Policy T.6.2.** Establish and maintain a comprehensive, consistent, and highly connected system of bikeways and FUTS trails.

Neighborhoods, Housing, and Urban Conservation

The Project provides 168 units at 60% AMI, which directly implements several of the Regional Plan's housing strategies. Furthermore, the mix of unit types allows families to have the space they need without being financially burdened by high rents or a mortgage on a home. This is difficult to find in any market as many new apartments are smaller and targeted at young professionals. More specifically, the variety of multifamily rental units at affordable price points will provide housing opportunities for an underserved economic sector. The project will meet ADA and Section 504 design standards ensuring that housing barriers for persons with disabilities in the community are avoided. The project will also incorporate access to public transit with paths to the bus stop immediately adjacent to the property. The developer has also held a neighborhood meeting addressing the existing residents in the neighborhood's concerns and we received no opposition or complaints.

Relevant Neighborhoods, Housing, and Urban Conservation Goals and Policies

- **Goal NH.3.** Make available a variety of housing types at different price points, to provide housing opportunity [sic] for all economic sectors.
- **Policy NH.3.1.** Provide a variety of housing types throughout the City and region, including purchase and rental options, to expand the choices available to meet the financial and lifestyle needs of our diverse population.
- **Policy NH.3.3.** Increase the availability of affordable housing for very low-income persons, through innovative and effective funding mechanisms.
- **Policy NH.3.5.** Encourage and incentivize affordable housing.
- **Policy NH.4.3.** Address accessibility issues and other housing barriers to persons with disabilities or special needs.
- **Policy NH.4.6.** Consider and integrate public transportation when possible in planning housing developments, to help reduce a household's transportation costs and minimize impact on the community's roads and transportation system.
- **Policy NH.6.1.** Promote quality redevelopment and infill projects that are contextual with surrounding neighborhoods. When planning for redevelopment, the needs of existing residents should be addressed as early as possible in the development process.

Economic Development

Lone Tree Ranch strengthens the Pine Knoll/Lone Tree corridor through high-quality frontage improvements—layered native landscaping, shaded sidewalks, and pedestrian-scaled lighting—that create an attractive gateway experience for residents and visitors. Architectural massing, material palette, and monument signage provide a refined, cohesive appearance that elevates the corridor's visual quality, signaling the City's commitment to thoughtful investment and making the area appealing to employers and workforce alike.

As an infill project on a strategically located site near NAU and transit, Lone Tree Ranch makes efficient use of existing infrastructure while adding critically needed affordable housing in close proximity to jobs, education, and services. The project supports compact growth patterns, minimizes sprawl, and aligns with City economic and environmental goals by leveraging underutilized land to meet housing demand, stimulate neighborhood reinvestment, and support local businesses through increased foot traffic and transit ridership.

Relevant Economic Development Goals and Policies

- **Policy ED.7.4.** Invest in attractive community gateways, main corridors, and public spaces to draw the business and workforce the region desires.
- **Goal ED.9.** Promote redevelopment and infill as a well-established means to accomplish a variety of community economic, planning, and environmental goals.

Policy Assessment

In addition to discussing the goals of the Regional Plan, the City also requests an assessment of some of the policies not supported by approval of this Zoning Map Amendment request. LAC strives to meet the goals and policies of the Regional Plan, and the Project recognizes the importance of cooperation between public interest and private development.

Although Lone Tree Ranch meets most of the Regional Plan's goals and Policies, parts of the Regional Plan simply do not apply to the Project—or the overall intent of the goal is met, but certain policy details cannot practicably be met. The following list provides a sample of some of the unsupported policies.

Policy OS.1 – Open Space Goals and Policies:

As an infill development within an already developed corridor, the site does not provide large natural open space; however, the Project integrates green infrastructure, outdoor amenities, and native landscaping to create smaller-scale open areas.

Policy WR.5.1 – Preserve and restore existing natural watercourse corridors, including the 100-year floodplain.

The property is outside of a FEMA-designated floodplain, so the policy does not apply. Stormwater is fully managed on-site through underground detention and LID features.

Policy E.1.10. Incentivize energy efficiency and renewable energy technologies in construction projects.

The property does implement energy efficient MEP specifications, materials, appliances, and building practices, but the project can no longer feasibly incorporate rooftop or carport solar to offset energy consumption with the phasing out of the Solar Investment Tax Credit.

Specific Plan Analysis

Lone Tree Ranch is consistent with the goals of Flagstaff's Lone Tree Corridor Specific Plan. Although this Specific Plan only covers the Property's frontage with Lone Tree Road and is primarily concerned with transportation infrastructure, it specifically contemplates affordable housing being located along the Lone Tree Corridor. As a 100% affordable development, Lone Tree Ranch will help this aspirational goal become a reality. No other specific plan applies to the Property.

The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City and will add to the public good as described in the General Plan.

Lone Tree Ranch is designed to protect public health and safety by meeting all current building, fire, and accessibility codes, including providing a fully looped water main with adequate fire flow, fire apparatus access routes maintained during construction, and dark-sky compliant lighting for resident security without adding glare to the surrounding neighborhood. The site will incorporate a robust stormwater management system, reducing localized flooding and improving downstream water quality.

The Project enhances community convenience by delivering 168 units of affordable family housing within walking distance of NAU, Arroyo Park, and transit stops, thereby shortening commute distances and providing access to employment, education, and services. Its internal sidewalks, bike facilities, and transit connectivity promote safe multimodal transportation options for residents and neighbors alike.

By redeveloping an underutilized infill parcel with high-quality, long-term affordable housing, Lone Tree Ranch advances the General Plan's goals for compact growth, housing diversity, and sustainability. The inclusion of energy efficient building materials and specs, native landscaping, and open space amenities creates a healthy living environment and sets a precedent for environmentally responsible multifamily design in Flagstaff.

***The affected site is physically suitable in terms of design, location, shape, size, operating characteristics and the provision of public and emergency vehicle (e.g., fire and medical) access and public services and utilities (e.g., fire protection, police protection, potable water, schools, solid waste collection and disposal, storm drainage, wastewater collection, treatment, and disposal), to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located*.**

The 8.49-acre parcel is a regular, relatively flat infill site with frontage along Pine Knoll Drive, providing excellent access and visibility while buffering nearby neighborhoods. Its "H-shaped" building configuration, internal drive aisles, and centrally located courtyards maximize usable open space, optimize solar orientation, and break up massing, making the project well-scaled for its surroundings.

Lone Tree Ranch will operate as a professionally managed, affordable family community with on-site leasing and maintenance staff, controlled access, and robust amenity spaces. Parking is provided at a ratio of 1.7 spaces per unit, minimizing spillovers into surrounding streets, and internal circulation is designed for safe, low-speed vehicle movement.

The site layout provides a fully connected loop road with adequate turning radii for fire apparatus and designated fire lanes adjacent to all buildings. During construction, temporary fire access routes will be maintained and coordinated with Flagstaff Fire Department.

Crime prevention design principles are applied with well-lit walkways (dark-

sky compliant), clear sightlines, and active amenity spaces that promote natural surveillance. These measures enhance security and support police response when needed.

All utilities are designed to connect to existing mains in Pine Knoll Drive and Lone Tree Road. Schools, solid waste collection, and transit service are already in place within the urban service area, meaning no extraordinary public investment is required to serve the project.

By meeting or exceeding all City design standards, providing appropriate circulation and emergency access, and ensuring adequate public services, the project will not endanger or jeopardize adjacent properties. Instead, it redevelops an underutilized parcel in a way that strengthens neighborhood character and delivers affordable housing consistent with the City's General Plan.

V. Conclusion

Lone Tree Ranch represents a significant step toward addressing Flagstaff's urgent need for quality, long-term affordable housing. The project will deliver 168 income-restricted apartment homes in a thoughtfully designed, pedestrian-oriented community that aligns with the City's goals for compact growth, sustainability, and multimodal connectivity. By redeveloping an underutilized parcel, Lone Tree Ranch leverages existing infrastructure, reduces vehicle miles traveled, and provides safe, transit-accessible homes for working families, students, and essential workers.

In addition to its affordability commitment, the project offers meaningful public benefit through its sustainable design, native landscaping, and accessible open space amenities. Lone Tree Ranch not only fills a critical housing gap but also enhances the corridor and sets an example for high quality, environmentally responsible, and socially inclusive development. We respectfully request City staff's support and a favorable recommendation to move this important project forward for the benefit of the entire Flagstaff community.

September 16, 2025
Updated: Oct. 30, 2025

Lone Tree Ranch – 900 East Pine Knoll Drive
Neighborhood Meeting Plan

I. Introduction

This Neighborhood Meeting Plan is included with the Direct-to-Ordinance Zoning Map Amendment Application (the "Application") submitted by Lincoln Avenue Communities ("LAC") to facilitate development of a 168-unit affordable multifamily residential project (the "Project" or "Lone Tree Ranch"). LAC proposes to develop the Project on approximately 8.49 acres located at the northeast corner of Lone Tree Road & Pine Knoll Drive, also known as Coconino County Assessor's APNs 104-14-003G, -003H, and -003J (collectively, the "Property"). The Property is shown in **teal** on the Aerial Map, below.



The purpose of this Neighborhood Meeting Plan is to facilitate early and effective citizen participation with the Flagstaff Community. LAC is committed to providing nearby residents, property owners, and all other stakeholders with an adequate opportunity to learn about the Application. And LAC believes that ongoing dialogue with Flagstaff residents and property owners will ultimately result in delivery of the best possible version of the Project.

II. Neighborhood Meetings

In conformance with §§ 10-20.50.040.B and 10-20.30.060 of the Flagstaff Zoning Code, LAC will hold the required number of neighborhood meetings prior to appearing before the City's Planning and Zoning Commission. The date, time, and location of each meeting will be determined through coordination with City Staff, and each meeting will include a presentation about the Project followed by a question-and-answer session. All meetings will be either hybrid or virtual-only.

III. Neighborhood Meeting Notification

Neighborhood meeting notification letters will be sent via first-class mail to (1) the record owners of property within 300 feet of the Property; (2) all homeowners' associations within 1,000 feet of the Property; and (3) all persons and groups on the City's Registry of Interested Persons or Groups (maintained by the City in accordance with Flagstaff Zoning Code § 10-20.30.080.C). A list of record owners of property within 300 feet of the Property is enclosed with the Application as **Attachment I.9.A.**

The letters will be mailed at least fifteen calendar days before the date of the neighborhood meeting. They will contain, at a minimum, the following information:

- The date, time, location, and purpose of the meeting.
- A general description of the substance of the Application.
- The location of the Property.
- Contact information for LAC's representatives and City Staff.
- Parking/login information for attendees (as applicable).

A proposed draft of the neighborhood meeting notification letter is enclosed with the Application as **Attachment I.9.B**. Applicant will provide City Staff with the above information, which the City may then post on its website.

Applicants will also install a notification sign on the Property that is clearly visible from Milton. The sign will be at least four feet by four feet in area, and will list the purpose, time, date, and place of the neighborhood meetings. The sign will contain copies of the meeting notice that members of the public may take and will be installed at least ten days before the meeting takes place. A proposed draft of the meeting notification sign is enclosed with the Application as **Attachment I.9.C**.

IV. Opportunities for Input

Interested parties may provide input during the neighborhood meetings. They may also call or email LAC's representatives: Lindsay Schube, of Gammage & Burnham PLC at 602.256.4471 or at lschube@gblaw.com. This contact information will also be provided on all neighborhood meeting notification materials.

V. Meeting Records

Applicants will prepare a Citizen Participation Report after the citizen review process is completed. This report will include:

- Certification that the meeting was noticed and conducted in compliance with requirements of § 10-20.30.060.
- Dates and locations of neighborhood meetings.
- Copies of letters, notices, newsletters and other correspondence, including dates and numbers of mailings or deliveries.
- A photograph of the notification sign discussed earlier in this plan.
- A copy of the mailing list, and a summary of where residents, property owners, and potentially affected citizens receiving notices, newsletters, or other written materials were located.
- The number and names of people that participated in the process based on the sign-in sheet for the meeting.
- A summary of concerns, issues and problems expressed during the neighborhood meeting and Applicants' response to the comments received at the public meeting.

The Applicant will also send a summary of the citizen participation process, via email or first-class mail, to neighborhood meeting attendees who provide their name and contact information.

VI. Communication with City Staff

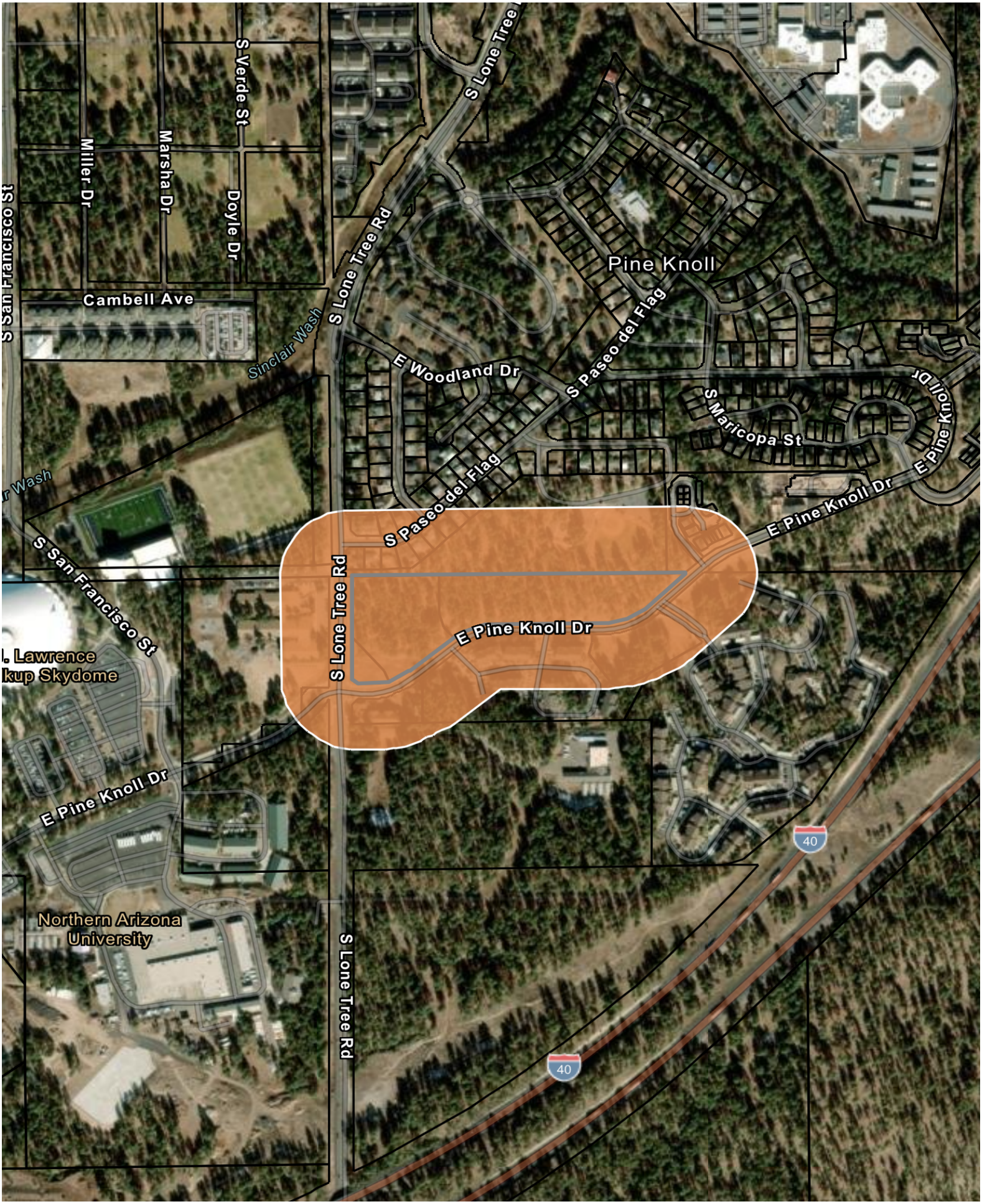
LAC is committed to keeping City Staff updated on the status of neighborhood meetings and will provide the City with copies of all meeting records (described above). Any written public comments received by the Applicant will be included in the Citizen Participation Report and provided to the City. And, of course, City Staff is encouraged to attend neighborhood meetings to discuss the Project.

VII. Public Hearing Notification

LAC will notice all public hearings in accordance with § 10-20.30.080 of the Flagstaff Zoning Code.

VII. Tentative Schedule

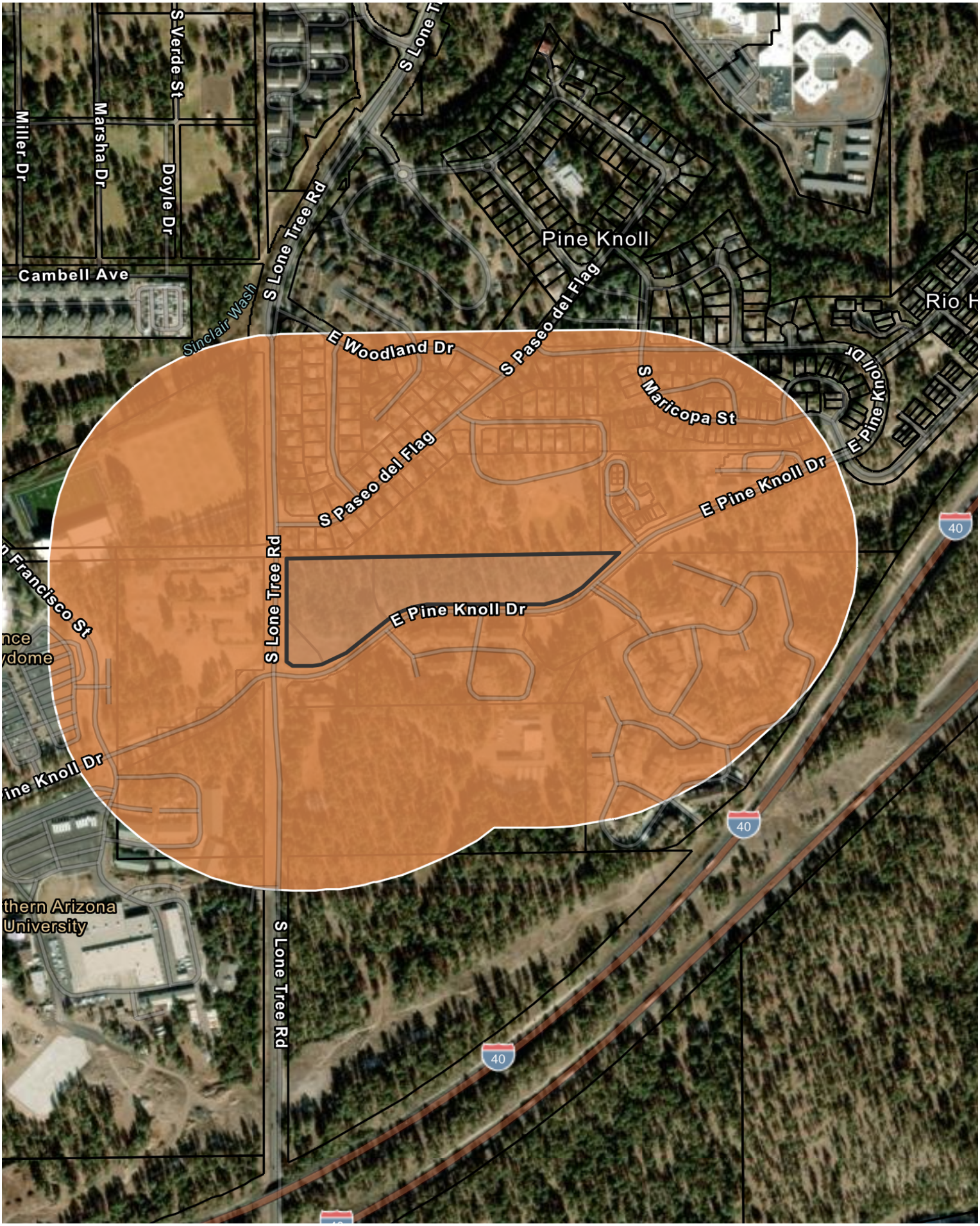
First Application Submittal	September 16, 2025
Second Application Submittal	October 30, 2025
Neighborhood Meeting 1	November 17, 2025
Neighborhood Meeting 2 (if not waived)	TBD
Planning & Zoning Commission	TBD


S Verde St
Miller Dr
Marsha Dr
Doyle Dr
S Lone Tree Rd
Pine Knoll
Cambell Ave
S San Francisco St
Sinclair Wash
E Woodland Dr
S Paseo del Flag
S Maricopa St
E Pine Knoll Dr
S Lone Tree Rd
E Pine Knoll Dr
S San Francisco St
E Pine Knoll Dr
Northern Arizona University
S Lone Tree Rd
40
40

APN	OWNERNAME	OWNERADDRESS
10325005	FLAGSTAFF UNIFIED SCHOOL DISTRICT 1	3285 E SPARROW AVE FLAGSTAFF, AZ 86004
10410028	HAZEL HOLDINGS LLC	2109 N 4TH ST NO 3 FLAGSTAFF, AZ 86004
10410029	MOSS JED DAVID	33 S PASEO DEL FLAG FLAGSTAFF, AZ 86001
10410030	PASTRICK JULIE M	8272 SLAYTON RANCH RD FLAGSTAFF, AZ 86004
10410031	LEMKE PATRICIA	140 MONTEZUMA PL DURANGO, CO 81301
10410032	LUPO JOHN A & SUSAN MARIE	808 W MURRAY RD FLAGSTAFF, AZ 86001
10410033	CHAVEZ JOSE T & LILLIAN M	13 S PASEO DEL FLAG FLAGSTAFF, AZ 86001
10410034	LUPO JOHN A & SUSAN MARIE	808 W MURRAY RD FLAGSTAFF, AZ 86001
10410035	ROMAS GG & J LIVING TRUST DTD 03-18-04	1442 W BAHIA CT GILBERT, AZ 85233
10410036	VALENZUELA DIANE RENEE NELSON	5372 N POMONA AVE TUCSON, AZ 85704
10410039	ROUSSETT JAIME	29348 BROKEN ARROW WAY MURRIETA, CA 92563
10410059	LI ZHONG H REVOCABLE TRUST DTD 06-28-07	1349 CAMINO PABLO MORAGA, CA 94556
10410060	CHURCHILL FAMILY REVOCABLE TRUST DTD 07-30-03	3805 E IVYGLEN ST MESA, AZ 85205
10410061	HELVETIA LLC	506 E CHARLES RD FLAGSTAFF, AZ 86001
10417177	RIO HOMES HOA	2389 S CLIFFVIEW ST FLAGSTAFF, AZ 86001
10417207	RP40 LLC	5330 S CASSANDRA BLVD FLAGSTAFF, AZ 86005
10417208	RP40 LLC	5330 S CASSANDRA BLVD FLAGSTAFF, AZ 86005
10417209	RP40 LLC	5330 S CASSANDRA BLVD FLAGSTAFF, AZ 86005
10417210	RP40 LLC	5330 S CASSANDRA BLVD FLAGSTAFF, AZ 86005
10417212	RP40 LLC	5330 S CASSANDRA BLVD FLAGSTAFF, AZ 86005
10417214	RP40 LLC	5330 S CASSANDRA BLVD FLAGSTAFF, AZ 86005
10318004C	FLAGSTAFF CITY OF	211 W ASPEN AVE FLAGSTAFF, AZ 86001
10318004D	ARIZONA BOARD OF REGENTS FOR NORTHERN ARIZONA UNIVERSITY	PO BOX 4092 FLAGSTAFF, AZ 86011
10318007A	FLAGSTAFF UNIFIED SCHOOL DISTRICT 1	3285 E SPARROW AVE FLAGSTAFF, AZ 86004
10325004B	FLAGSTAFF CITY OF	211 W ASPEN AVE FLAGSTAFF, AZ 86001
10325004C	ARIZONA BOARD OF REGENTS FOR NORTHERN ARIZONA UNIVERSITY	PO BOX 4092 FLAGSTAFF, AZ 86011
10408011A	FLAGSTAFF CITY OF	211 W ASPEN AVE FLAGSTAFF, AZ 86001
10410037B	BERMAN SUZANNE ELIZABETH FAMILY TRUST DTD 04-03-01	2800 N PEBBLE BEACH DR FLAGSTAFF, AZ 86004
10414003F	CLEAR CREEK VILLAGE APARTMENTS LLC	8427 N MILLBROOK NO 110 FRESNO, CA 93720
10414003G	CONSOLIDATED INVESTMENT CO INC	203 N LASALLE ST NO 2100 CHICAGO, IL 60601
10414003H	CONSOLIDATED INVESTMENT CO INC	203 N LASALLE ST NO 2100 CHICAGO, IL 60601
10414003J	CONSOLIDATED INVESTMENT CO INC	203 N LASALLE ST NO 2100 CHICAGO, IL 60601

10414003M	CLEAR CREEK VILLAGE APARTMENTS LLC	8427 N MILLBROOK NO 110 FRESNO, CA 93720
10414003N	RRIM 003N HOLDING LLC	8427 N MILLBROOK AVE NO 110 FRESNO, CA 93720
10414003R	RIDGE AT CLEAR CREEK APARTMENTS LLC	8427 N MILLBROOK NO 110 FRESNO, CA 93720
10410062	SCHROEDER KURT	1950 N CRECENT DR, FLAGSTAFF AZ 86001
10410027	DUIS JENNIFER	39 S PASEO DEL FLAG FLAGSTAFF, AZ 86001

1000' Radius for Homeowners' Associations



LUPO JOHN A & SUSAN MARIE
808 W MURRAY RD
FLAGSTAFF
AZ
86001

COLA ANTHONY III
26 E RIDGECREST DR
FLAGSTAFF
AZ
86001

GALLOWAY GREG & MICHELLE
22 E RIDGECREST DR
FLAGSTAFF
AZ
86001

WOLFF GR INTERVIVOS TRUST DTD 05-01-87
2635 FARWELL AVE
LOS ANGELES
CA
90039

FISHELL FAMILY TRUST DTD 06-01-12
3190 LAS FALDAS DR
FULLERTON
CA
92835

INTHETREES LLC
2722 N STAPLEY DR
MESA
AZ
85203

ROBERSON LORI A
16864 W LAS PALMARITAS DR
WADDELL
AZ
85355

SALBERG JULIAN P & YONA TRUST DTD 04-30-90
PO BOX 578
CORNVILLE
AZ
86325

FLAGSTAFF CITY OF
211 W ASPEN AVE
FLAGSTAFF
AZ
86001

LOZANO DAVID S & PATRICIA
2780 W DARLEEN DR
FLAGSTAFF
AZ
86001

GARCIA PAMELA J
154 S PASEO DEL FLAG
FLAGSTAFF
AZ
86001

HAIGHT MATTHEW
14736 N 147TH LN
SURPRISE
AZ
85379

WITT DUANE I & REBECCA E
1680 W UNIVERSITY HEIGHTS DR N
FLAGSTAFF
AZ
86005

BRANCH MELISSA S REVOCABLE LIVING TRUST DTD 10-19-...
1810 E 2ND PL
MESA
AZ
85203

HAIGHT MATTHEW ROBERT ALEXANDER
14736 N 147TH LN
SURPRISE
AZ
85379

PADILLA LELIS C & ALICE M JT
7 PINE CIR
FLAGSTAFF
AZ
86001

KUCHARSKI KATHRYN P
315 W ALMERIA RD
PHOENIX
AZ
85003

EAST WOODLAND LLC
1400 E SOUTHERN AVE NO 1020
TEMPE
AZ
85282

BRINKMAN ERIN ELAINE TRUST DTD 10-02-19
307 E WOODLAND DR
FLAGSTAFF
AZ
86001

STEADMAN KATHY
11418 E HELM DR
SCOTTSDALE
AZ
85255

BENTON JOHNNIE B
781 36TH AVE
SAN FRANCISCO
CA
94121

MILLHOUSE PROPERTIES LLC
16203 HAZY PINES CT
HOUSTON
TX
77059

BELLMORE KRISTINE
160 S PASEO DEL FLAG
FLAGSTAFF
AZ
86001

HOLTZ RYAN
PO BOX 22361
FLAGSTAFF
AZ
86002

PINEGROVE RENTALS LLC
9510 SW MOUNTAIN VIEW LN
TIGARD
OR
97224

SONIER ABIGAIL BENEFICIARY TRUST CU SONIER LIVING T...
3185 DEADWOOD DR
MOHAVE VALLEY
AZ
86440

STUMP RONALD E
7075 N HWY 89
FLAGSTAFF
AZ
86004

MCDAUDERMAN REVOCABLE TRUST DTD 07-11-22
118 S PASEO DEL FLAG
FLAGSTAFF
AZ
86001

IN THE TREES LLC
2722 N STAPLEY DR
MESA
AZ
85203

MILLER BRADLEY G & THERESA C
16203 HAZY PINES CT
HOUSTON
TX
77059

NENE TRUST DTD 05-08-19
2148 N TALKINGTON DR
FLAGSTAFF
AZ
86001

HAZEL HOLDINGS LLC
2109 N 4TH ST NO 3
FLAGSTAFF
AZ
86004

CASTLE ON THE KNOLL LLC
PO BOX 23595
FLAGSTAFF
AZ
86002

HERNANDEZ JESUS & ERNESTINE
402 E WOODLAND DR
FLAGSTAFF
AZ
86001

DELEON SANTIAGO J
414 E WOODLAND DR
FLAGSTAFF
AZ
86001

MAGANA LISA MARIE
410 E WOODLAND DR
FLAGSTAFF
AZ
86001

BALL RANDAL & LAURA
3602 N GRANDVIEW DR
FLAGSTAFF
AZ
86004

FLAGSTAFF PEAK LLC
495 S RIVER RUN RD NO 100
FLAGSTAFF
AZ
86001

PATEL SEJAL PARSHOTTAM
16122 NELSON ST
WESTMINSTER
CA
92683

LEWIS MARK ANTHONY & EMILY MARIE
148 S PASEO DEL FLAG
FLAGSTAFF
AZ
86001

NIETO MARTHA
107 PASEO DEL FLAG
FLAGSTAFF
AZ
86001

SCHWALENSTOCKER JULIA W & GEORGE
908 W COCONINO AVE
FLAGSTAFF
AZ
86001

HELVETIA LLC
506 E CHARLES RD
FLAGSTAFF
AZ
86001

ROMAS GG & J LIVING TRUST DTD 03-18-04
1442 W BAHIA CT
GILBERT
AZ
85233

MOSS JED DAVID
33 S PASEO DEL FLAG
FLAGSTAFF
AZ
86001

MILLER BRADLEY G
16203 HAZY PINES CT
HOUSTON
TX
77059

BLASING & FRYE FAMILY TRUST DTD 03-06-23
12365 DUTCHMAN DR
FLAGSTAFF
AZ
86004

MCCLINTON JAMES SR
26 S PINE CIR
FLAGSTAFF
AZ
86001

WOODARD PROPERTIES LLC
1045 W LAVA LN
FLAGSTAFF
AZ
86001

IRVING CORINE R
PO BOX 1163
FLAGSTAFF
AZ
86002

ROBERTSON JOSIAH JR
7837 N ROUNDSTONE DR
TUCSON
AZ
85741

LI ZHONG H REVOCABLE TRUST DTD 06-28-07
1349 CAMINO PABLO
MORAGA
CA
94556

CHURCHILL FAMILY REVOCABLE TRUST DTD 07-30-03
3805 E IVYGLEN ST
MESA
AZ
85205

PASTRICK JULIE M
8272 SLAYTON RANCH RD
FLAGSTAFF
AZ
86004

WAVERTREE LLC
51 S MARICOPA ST NO 1201C
FLAGSTAFF
AZ
86004

MCCAUL BRAD
855 E DAVID DR
FLAGSTAFF
AZ
86001

CONSTANTINO ALMA J ESTRADA
23 S PINEGROVE RD
FLAGSTAFF
AZ
86001

ROHR FAMILY TRUST DTD 03-27-24
783 N FOREST VIEW DR
FLAGSTAFF
AZ
86001

KISH FAMILY LIVING TRUST DTD 02-07-06
1584 EARL AVE
SIMI VALLEY
CA
93065

SPEER MICHAEL & EMILY LYDIA
128 S PASEO DEL FLAG
FLAGSTAFF
AZ
86001

URBAN RENEWAL TRUST 08222020 DTD 08-01-20
216 N HUMPHREYS ST
FLAGSTAFF
AZ
86001

AVILA ORLANDO
124 S PASEO DEL FLAG
FLAGSTAFF
AZ
86001

SALBERG JULIAN P & YONA
PO BOX 578
CORNVILLE
AZ
86325

BAIN GEORGE W & REUKEMA JANE T TRUST DTD 08-01-24
145 E ASTRO LN
FLAGSTAFF
AZ
86001

PARRA TOMAS & ZALDIVAR ROSA M
17 E RIDGECREST DR
FLAGSTAFF
AZ
86001

FRUMHOFF ROBERT
13 E RIDGECREST DR
FLAGSTAFF
AZ
86001

MARTINEZ MAX
9 RIDGECREST DR
FLAGSTAFF
AZ
86001

SMITH BELINDA
5 E RIDGECREST DR
FLAGSTAFF
AZ
86001

GLOTFELTY-JONES FAMILY TRUST DTD 05-14-08
10001 N 34TH PL
PHOENIX
AZ
85028

MORRISON CAYSON
59 S PASEO DEL FLAG
FLAGSTAFF
AZ
86001

SPRINGHILL BAPTIST CHURCH
624 S O'LEARY ST
FLAGSTAFF
AZ
86001

ULIBARRI PETE & MARY C
6580 W DANA DR
TUCSON
AZ
85735

ELAM FAMILY LIVING TRUST DTD 01-20-20
47 S PASEO DEL FLAG
FLAGSTAFF
AZ
86001

BELLE PROPERTIES LLC
2016 S ARROWHEAD LN
COTTONWOOD
AZ
86326

BENKO ERIK JOHN & NICOLE
46 S PINEGROVE RD
FLAGSTAFF
AZ
86001

THOMPSON RENTALS LLC
PO BOX 2782
FLAGSTAFF
AZ
86003

MCDOWELL MEGHAN GILBERT
43 S PASEO DEL FLAG
FLAGSTAFF
AZ
86001

SHADDY LARRY DEAN & STACEY L
216 N MOGOLLON ST
FLAGSTAFF
AZ
86001

DUIS JENNIFER
39 S PASEO DEL FLAG
FLAGSTAFF
AZ
86001

SCHROEDER KURT
1950 N CRESCENT DR
FLAGSTAFF
AZ
86001

ROUSSETT JAIME
29348 BROKEN ARROW WAY
MURRIETA
CA
92563

BERMAN SUZANNE ELIZABETH FAMILY TRUST DTD 04-03-0...
2800 N PEBBLE BEACH DR
FLAGSTAFF
AZ
86004

BERMAN DANIEL D SURVIVORS TRUST DTD 04-03-01
2800 N PEBBLE BEACH DR
FLAGSTAFF
AZ
86004

VILLAS OLIVIA
29 E RIDGECREST DR
FLAGSTAFF
AZ
86001

RIDGECREST HALE LLC
3225 MCLEOD DR NO 777
LAS VEGAS
NV
89121

KISKADDON HOLLY A TRUST DTD 05-25-21
15107 N 100TH PL
SCOTTSDALE
AZ
85260

CAUVIN JOHN ROBERT H LIVING TRUST DTD 09-14-21
PO BOX 2174
CAREFREE
AZ
85377

VANNATTA PAUL R TRUST AGREEMENT DTD 11/24/99
3065 E PLACITA ALDEA LINDA
TUCSON
AZ
85716

LLOYD KEITH W
417 E WOODLAND DR
FLAGSTAFF
AZ
86001

PATTIE LISA D & NICHOLAS
20412 W HESS AVE
BUCKEYE
AZ
85326

COCKING JEFFERY D & JILL
433 E WOODLAND DR
FLAGSTAFF
AZ
86001

LEE JEFFREY P & ANGEL J
441 E WOODLAND DR
FLAGSTAFF
AZ
86001

HOPSON SAMANTHA M
2377 W MISSION TIMBER CIR
FLAGSTAFF
AZ
86001

LEMKE PATRICIA
140 MONTEZUMA PL
DURANGO
CO
81301

ARIZONA BOARD OF REGENTS FOR NORTHERN ARIZONA ...
PO BOX 4092
FLAGSTAFF
AZ
86011

CONSOLIDATED INVESTMENT CO INC
203 N LASALLE ST NO 2100
CHICAGO
IL
60601

CHAVEZ JOSE T & LILLIAN M
13 S PASEO DEL FLAG
FLAGSTAFF
AZ
86001

VALENZUELA DIANE RENEE NELSON
5372 N POMONA AVE
TUCSON
AZ
85704

FLAGSTAFF UNIFIED SCHOOL DISTRICT 1
3285 E SPARROW AVE
FLAGSTAFF
AZ
86004

CLEAR CREEK VILLAGE APARTMENTS LLC
8427 N MILLBROOK NO 110
FRESNO
CA
93720

RIDGE AT CLEAR CREEK APARTMENTS LLC
8427 N MILLBROOK NO 110
FRESNO
CA
93720

RRIM 003N HOLDING LLC
8427 N MILLBROOK AVE NO 110
FRESNO
CA
93720

FISCHER FAMILY TRUST DTD 01-27-22
12314 N 72ND AVE
PEORIA
AZ
85381

WYATT PHILIP CHARLES
1345 S MARICOPA ST
FLAGSTAFF
AZ
86001

MPC TRUST DTD 06-25-02
1313 S MARICOPA ST
FLAGSTAFF
AZ
86001

VUKASINOVICH TIFFANY REVOCABLE TRUST DTD 10-11-21
12138 RANCH BERNARDO RD
SAN DIEGO
CA
92128

URIG FAMILY TRUST DTD 12-27-04
2934 E ELM ST
PHOENIX
AZ
85016

HEINZE CARL R & KATHERINE A
3952 E BART ST
GILBERT
AZ
85295

HORN CASEY & GRETA
2725 WILD RIVER DR
ROSEBURG
OR
97470

QUINTANA JOSHUA KYLE & JACQUELINE COPP
1361 S MARICOPA ST
FLAGSTAFF
AZ
86001

LAUDICK TERRANCE J & LANA K
1297 S MARICOPA ST
FLAGSTAFF
AZ
86001

CARNICOM JAMES TK & MELODY D
18612 W SWEET ACACIA DR
GOODYEAR
AZ
85338

CDH TRUST DTD 04-27-20
6752 E OCUPADO DR
CAVE CREEK
AZ
85331

PEREZ ROBERTO L & MARY M
7011 S STAR DR
GILBERT
AZ
85298

HEYNSSENS JULIE B
1344 S MARICOPA ST
FLAGSTAFF
AZ
86001

GEHRKE SCOTT W
4841 E HEARN RD
SCOTTSDALE
AZ
85254

MASON LEWIS
1328 S MARICOPA ST
FLAGSTAFF
AZ
86001

DONIS PAUL A & KAROLINA M TRUST DTD 06-07-10
5839 E WILSHIRE DR
SCOTTSDALE
AZ
85257

MARISON TRUST DTD 12-28-18
8528 N 16TH PL
PHOENIX
AZ
85020

MOCKINGBIRD GROUP LLC
6632 N 66TH PL
PARADISE VALLEY
AZ
85253

MONTANO URSULA LIVING TRUST DTD 07-15-25
1288 S MARICOPA ST
FLAGSTAFF
AZ
86001

PINE KNOLL VILLAGE COMMUNITY ASSOC
PO BOX 10000
PRESCOTT
AZ
86304

MCMICHAEL LINDA J & RICHARD D
1352 S MARICOPA ST
FLAGSTAFF
AZ
86001

RP40 LLC
5330 S CASSANDRA BLVD
FLAGSTAFF
AZ
86005

S & A FAMILY TRUST DTD 12-31-07
17145 E RAND DR
FOUNTAIN HILLS
AZ
85268

HILL BRYCE
1171 E DOGWOOD LN
FLAGSTAFF
AZ
86001

MILLER SEAN P
1225 S MARICOPA ST
FLAGSTAFF
AZ
86001

GOEBEL RICK & TERRI FAMILY TRUST DTD 07-19-18
4549 E ENCANTO ST
MESA
AZ
85205

ALLEN GLENN A & JULIE
1337 E LUDLOW DR
PHOENIX
AZ
85022

TAGER SURVIVORS TRUST DTD 02-13-97
11002 N 62ND ST
SCOTTSDALE
AZ
85254

GONSHAK LARRY & JUDI
1118 E DOGWOOD LN
FLAGSTAFF
AZ
86001

TSINGINE GLENN W & CANDACE A
1182 E DOGWOOD LN
FLAGSTAFF
AZ
86001

SHIVERS TRAVIS & LAURA
437 W VERDE LN
TEMPE
AZ
85284

DARLING SUSAN E TRUST DTD 03-27-24
2128 E 2ND ST
TUCSON
AZ
85719

TROUARD THEODORE P & MARGARET E
2026 E KLEINDALE RD
TUCSON
AZ
85719

DPC TRUST DTD 01-03-03
4518 E ROBIN LN
PHOENIX
AZ
85050

RIO HOMES HOA
2389 S CLIFFVIEW ST
FLAGSTAFF
AZ
86001

Submitted: December 11, 2025

Lone Tree Ranch– 900 East Pine Knoll
Neighborhood Meeting Record of Proceedings

I. Project Description

This Record of Proceedings is included with the Direct-to-Ordinance Zoning Map Amendment Application No. PZ-24-00224-04 (the "Application") submitted by Lincoln Avenue Communities ("LAC") to facilitate development of a 168-unit affordable multifamily residential project (the "Project" or "Lone Tree Ranch"). LAC proposes to develop the Project on approximately 8.51 acres located at the northeast corner of Lone Tree Road & Pine Knoll Drive, also known as Coconino County Assessor's APNs 104-14-003G, -003H, and -003J (collectively, the "Property"). The Property is shown in **teal** on the Aerial Map, below.



The purpose of this Record of Proceedings is to certify that a neighborhood meeting was noticed and conducted under as required under Flagstaff Code § 10-20.30.060, and to document LAC's public outreach about the Application.

II. Public Involvement Techniques

In accordance with § 10-20.30.060.A of the Zoning Code, LAC held a neighborhood meeting on November 17, 2025. The meeting was held virtually.

A. November 17, 2025 Meeting

The meeting opened with a presentation about the Project, followed by a question/answer with citizens, property owners, and stakeholders. Questions were also received by presenters throughout

the meeting, allowing LAC to directly address issues as quickly as possible. A list of attendees may be found below.

First Initial	Last Name	Join Time	Leave Time
D.	Rosenbaum	11/17/2025 17:31	11/17/2025 17:58
C.	Henderson	11/17/2025 17:30	11/17/2025 17:58
D.	Coleman	11/17/2025 17:43	11/17/2025 17:54
D.	Arvanites	11/17/2025 17:30	11/17/2025 17:56
M.	Klein*	11/17/2025 17:30	11/17/2025 17:58
J.	Graziano	Registered but did not attend	
L.	Stone	Registered but did not attend	

*Mr. Klein is a member of the Project's Development Team

Notification letters for this meeting were sent on October 27, 2025 via first class mail to each real property owner within a 300-foot radius of the Property and all property owners'/homeowners' association within a 1000-foot radius of the Property, and any individuals, groups, etc. on the City's "Registry of Persons and Groups" as provided by the City, and City Staff (collectively, "Affected Parties"). No letters were returned as undeliverable. A list of the Affected Parties and a draft of this letter were previously submitted to the City as part of the Neighborhood Meeting Plan included with the Application. An affidavit attesting to this mailing was submitted to the City via email on October 31, 2025.

In addition to the notification letters, a four-by-four-foot sign was posted at the intersection of Lone Tree Road & Pine Knoll Drive. This sign was posted in a location that is visible from the public right-of-way and listed the purpose, time, date, and URL/QR code of the neighborhood meeting. A copy of this sign, as well as an affidavit attesting to its posting were submitted to the City via email on October 31, 2025.

In addition to the neighborhood meeting, LAC engaged with two voicemails and one email regarding the Application. One voicemail inquired about Project information, while the other voicemail and email asked for additional details about the neighborhood meeting. All messages were responded to and each maintained neutral tones without expressing any concerns or issues.

III. Summary of Concerns and Issues

A. November 17, 2025 Meeting

The tone of the neighborhood meeting was positive and informative. The meeting took slightly under thirty (30) minutes, and only four (4) questions were presented, none of which raised substantive issues. Each question was addressed live.

The following list summarizes the questions posed during the meeting, along with LAC's responses.

1. Preservation of Woods on the Property
   a. The Project will comply with all forest preservation requirements.
2. Operation of the Development after Construction

   a. The developer is obligated to operate the development for at least fifteen (15) years under federal rules, and LAC is genuinely invested in successfully integrating this planned community into the greater Flagstaff community.

3. Location of Access Points for the Property
   a. Two entrance and exit points would be located on Pine Knoll Drive.
4. Measures to Ensure Units are Rented to Working Members of the Community (Rather than, say, Students)
   a. LAC shared about the existing restrictions on renting LIHTC apartments to students and also highlighted opportunities to partner with local institutions, such as fire stations and schools, to ensure that Flagstaff's frontline workers would be included in the Lone Tree Ranch community.

B. Waiver of Second Neighborhood Meeting

Because the questions asked in the November 17, 2025 neighborhood meeting were informational in nature, as opposed to raising substantive issues or expressing concerns, and because the public participation was minimal, City staff granted a waiver of the requirement to conduct a second neighborhood meeting pursuant to Flagstaff Zoning Code § 10-20.30.060.G.

IV. Conclusion

In summary, the tone of the neighborhood meeting was positive and informative. LAC looks forward to continuing to work with the City to serve the Flagstaff community with the proposed Project.

Affidavit of Notifications to Affected Property Owners

Case Number: PZ-24-00224-04

Project Name: Lone Tree Ranch (Pine Knoll Multi-family)

Applicant Name: Lincoln Avenue Communities

Location: 900 E Pine Knoll

In order to assist in providing adequate notice to interested parties the applicant for a Zoning Map Amendment in the City of Flagstaff shall hold a neighborhood meeting and notify affected property owners as prescribed by Section 10-20.30.080 of the City of Flagstaff Zoning Code. **It shall be the responsibility of the applicant to establish a list of the names and addresses of persons who require notification of a public hearing as established in Sections 10-20.30.060.A, 10-20.30.060.B, and 10-20.30.060.C of the Zoning Code, and mail a notice of required public hearing via first class mail to each of the persons on the list referenced above no later than 15 days prior to the neighborhood meeting date.**

I confirm that the neighborhood meeting notifications were mailed as detailed in Section 10-20.30.080 of the City of Flagstaff Zoning Code at least fifteen (15) days prior to the public hearing.

Applicant's/Representative's Signature: _____

SUBSCRIBED AND SWORN before me this 31 day of October, 2025 by:

_____
Notary Public

LORIE LEE SMITH
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 671483
Expires August 23, 2028

My Commission Expires:

8-23-2028

Affidavit of Sign Posting

Case Number: PZ-24-00224-04

Project Name: Lone Tree Ranch (Pine Knoll Multi-family)

Applicant Name: Lincoln Avenue Communities

Location: 900 E Pine Knoll

In order to assist in providing adequate notice to interested parties the applicant for a Zoning Map Amendment in the City of Flagstaff shall hold a neighborhood meeting and post a notification sign as prescribed by Section 10-20.30.080 of the City of Flagstaff Zoning Code. **It shall be the responsibility of the applicant to erect and to maintain the sign on the subject property 15 days prior to the meeting and to update the meeting information on the sign until final disposition of the case. It shall also be the responsibility of the applicant to remove the sign within seven (7) days after the final disposition of the case.**

I confirm that the site has been posted as detailed in Section 10-20.30.080 of the Zoning Code as well as the Public Hearing Notice Sign Specifications included in this application for the case above, and that the site was posted at least fifteen (15) days prior to the neighborhood meeting.

See attached date stamped photo exhibit of posted signs.

Applicant's/Representative's Signature: _____

SUBSCRIBED AND SWORN before me this 31 day of October, 2025 by:

_____
Notary Public

LORIE LEE SMITH
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 671483
Expires August 23, 2028

8.23.2028
My Commission Expires:


NEIGHBORHOOD MEETING
LOCATION:
November 17, 2025, at 5:30 PM
REQUEST/PROPOSAL:
Direct-to-Ordinance Zoning Map Amendment to change the zoning designation of this property from Suburban Commercial to High Density Residential
GENERAL LOCATION:
Approximately 8.49 acres, northeast of Lone Tree Road and Pine Knoll Drive
CASE NUMBER:
PZ-26-00224-04
APPLICANT CONTACT:
Lindsay Schube, Gammage & Burnham, PLC
(602) 256-4471 or lschube@gblaw.com
City of Flagstaff Planning & Development Services Division
Wesley Welch, Senior Planner: (928) 213-2608
Brochure Box
10-27-2025



1 SD Site Plan -Site Plan Review
1" = 50'-0"

PROJECT INFORMATION		
III	**Development Name**	Lone Tree Ranch
IV	**Site Address**	900 E Pine Knoll
V	**Assessor's Parcel Number (APN)**	104-14-003G 104-14-003H 104-14-003J
VI	**Parcel size (acreage, net and gross)**	Gross Area = 8.51 acres Net Area = 8.28 acres
VII	**Zone District**	HR - High Density Residential SC - Suburban Commercial
VIII	**Developer's name, address, and phone number**	Lincoln Avenue Communities 401 Wilshire Blvd., 11th Floor Santa Monica, CA 90401 (424) 222-8253 www.lincolnavenue.com
IX	**Preparer's name, address, and phone number**	Kaas Wilson Architects 1301 American Boulevard East Bloomington, MN 55425 (612) 879-6000 www.kaaswilson.com
X	**Residential: Proposed dwelling units per acres/permitted dwelling units per acre by zone district**	Proposed: 20 units/acre; (±13 units/acre after adjusting for affordability incentives.) Permitted: 10-22 units/acre (HR Zone)
X11	**Building Information:**	
	• **Gross Floor Area**	54,577 * 4 (Apartment Bldgs) + 6,569 (Clubhouse) = 224,877 sf

PROJECT INFORMATION (Apartment Buildings)		
XII	**Building Information (cont'd):**	
	• **Number of Floors**	North: 3 Stories South: 4 Stories
	• **Proposed maximum height/permitted maximum height by zone district**	Proposed: 44' - 1 5/8" (3 Stories) Proposed: 54' - 9 1/2" (4 Stories) Permitted: 60'
	• **Number of units and proposed commercial suite numbers and/or residential apartment numbers**	Total Number of Units: 168 See floor plan sheets for res. apt. numbers
	• **Building square footage (if multiple structures, list uses, proposed building numbers and associated square footage)**	54,577 sf (per Apartment Bldg) - See floor plan sheets.
	• **Proposed International Building Code Occupancy Class and Construction Type**	Occupancy: R-2 Construction Type: VA
	• **Indicate proposed fire sprinklers if applicable**	NFPA 13R
	• **Proposed number of off-street parking spaces/required number of off-street parking spaces**	Proposed: 286 Required: 288 (286, adjusted per 10-50.80.060 Parking Adjustments*)
	• **Proposed number of off-street ADA compliant parking spaces/required number of off-street ADA spaces**	Proposed: 9 Required: 1 per Type A unit (4) + 2% of the total parking (4)
	• **Proposed and required number of bicycle parking spaces**	Proposed: 15 (req'd) + 8 Required: 5% of of the required vehicle parking (288 * .05 = 14.4, or 15)

*10-50.80.060 Parking Adjustments
F. Bicycle Parking Reduction. The Director may allow a reduction of one required motor vehicle parking space for each four bicycle parking spaces provided to a maximum of five percent of the required motor vehicle parking spaces, except for an HOHD or MHOHD.

PROJECT INFORMATION (Clubhouse)		
XII	**Building Information (cont'd):**	
	• **Number of Floors**	1 Story
	• **Proposed maximum height/permitted maximum height by zone district**	Proposed: 22' - 9 3/8" Permitted: 60'
	• **Building square footage (if multiple structures, list uses, proposed building numbers and associated square footage)**	6,569 sf - See floor plan sheets.
	• **Proposed International Building Code Occupancy Class and Construction Type**	Occupancy: A-3/B Construction Type: VB
	• **Indicate proposed fire sprinklers if applicable**	Clubhouse to remain under the maximum allowable area for an unsprinklered A-3 occupancy.

NOTE: SEE CIVIL SITE PLAN FOR ADDITIONAL SUBJECT SITE DATA.

Unit Mix (by Apartment Bldg)					
Building (Typ.)	**Unit 2-1 (2BR)**	**Unit 3-1 (3BR)**	**Unit 3-2 (3BR)**	**Unit 4-1 (4BR)**	**Subtotal:**
Gross Area (by...	**1,014 sf**	**1,219 sf**	**1,239 sf**	**1,351 sf**	
Level -1	2	2	2	-	**6**
Level 1	4	2	4	2	**12**
Level 2	4	2	4	2	**12**
Level 3	4	2	4	2	**12**
Totals:	**14**	**8**	**14**	**6**	**42**

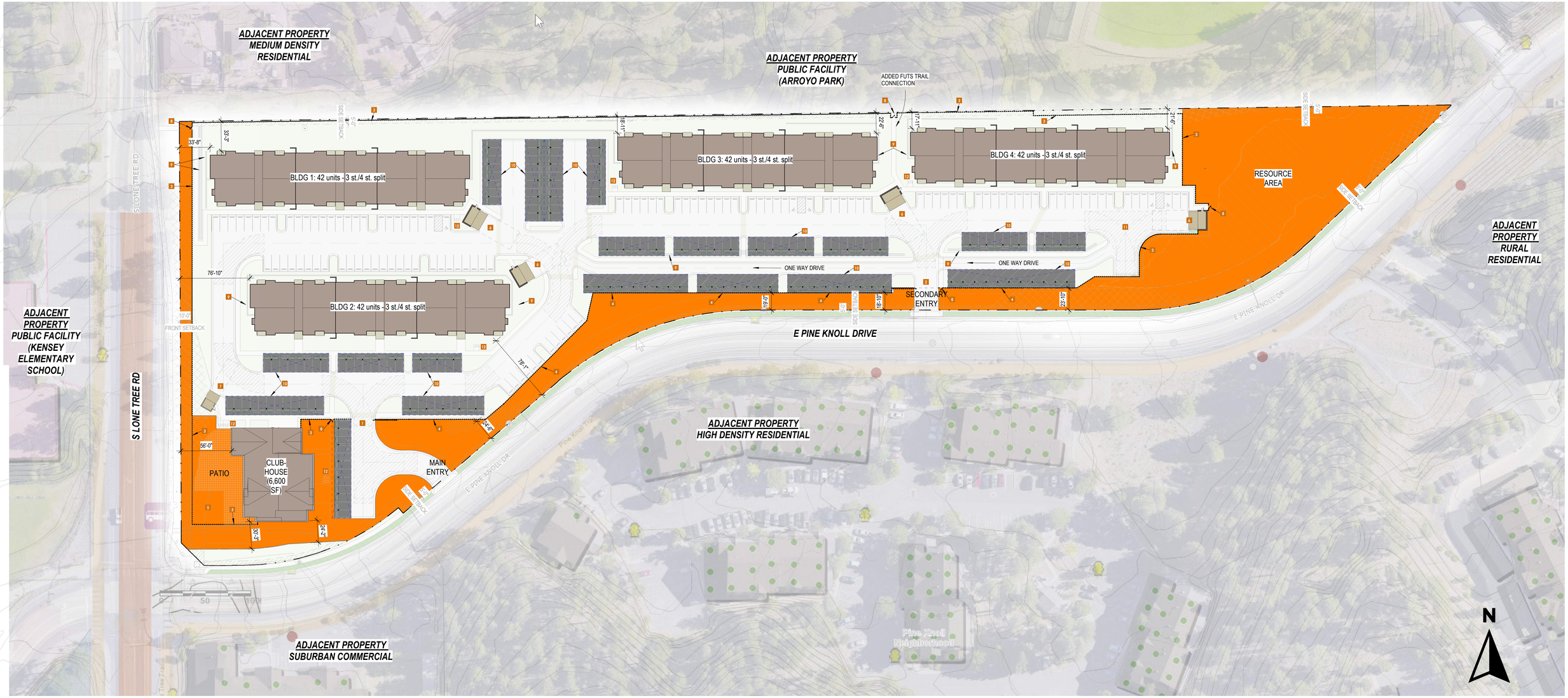
Unit Mix (Total Site, incl. Apt Bldgs 1-4)					
Building (Typ.)	**Unit 2-1 (2BR)**	**Unit 3-1 (3BR)**	**Unit 3-2 (3BR)**	**Unit 4-1 (4BR)**	**Subtotal:**
Gross Area (by...	**1,014 sf**	**1,219 sf**	**1,239 sf**	**1,351 sf**	
Level -1	8	8	8	-	**24**
Level 1	16	8	16	8	**48**
Level 2	16	8	16	8	**48**
Level 3	16	8	16	8	**48**
Totals:	**56**	**32**	**56**	**24**	**168**

SITE PLAN KEY

1 MAIN ENTRY GATE (SLIDING)
2 SECONDARY ENTRY GATE (SLIDING)
3 PERIMETER DECORATIVE FENCING
4 SCREEN WALL/FENCING
5 PLAYGROUND
6 DUAL TRASH ENCLOSURE, 8 CU. YD. MIN.
7 SINGLE TRASH ENCLOSURE, 4 CU. YD. MIN.
8 FENCE GATES AT SIDEWALK/SITE ENTRANCE
9 RETAINING WALL, TYP.
10 SHADE STRUCTURE, TYP.
11 HAMMERHEAD TURNAROUND
12 BICYCLE PARKING
COMMON (CIVIC) SPACE



SITE PLAN REVIEW - 2nd SUBMITTAL
SEP. 18TH, 2025



1 SD Site Plan -Site Plan Review
1" = 50'-0"

Table 10-40.30.030.F.: Common Space Requirements	
Area [1]	15% of gross lot or parcel area; at least one Common Space area shall be no less than 400 sq. ft.
Width	15' min.
Depth	15' min.

Site Area (Gross) = 8.51 acres
Common Space Area = 87,472 sf, or 2.01 acres
Common Space Calcuations = (2.01 / 8.51) = 23.6%

SITE PLAN KEY

1. MAIN ENTRY GATE (SLIDING)
2. SECONDARY ENTRY GATE (SLIDING)
3. PERIMETER DECORATIVE FENCING
4. SCREEN WALL/FENCING
5. PLAYGROUND
6. DUAL TRASH ENCLOSURE, 8 CU. YD. MIN.
7. SINGLE TRASH ENCLOSURE, 4 CU. YD. MIN.
8. FENCE GATES AT SIDEWALK/SITE ENTRANCE
9. RETAINING WALL, TYP.
10. SHADE STRUCTURE, TYP.
11. HAMMERHEAD TURNAROUND
12. BICYCLE PARKING

COMMON (CIVIC) SPACE



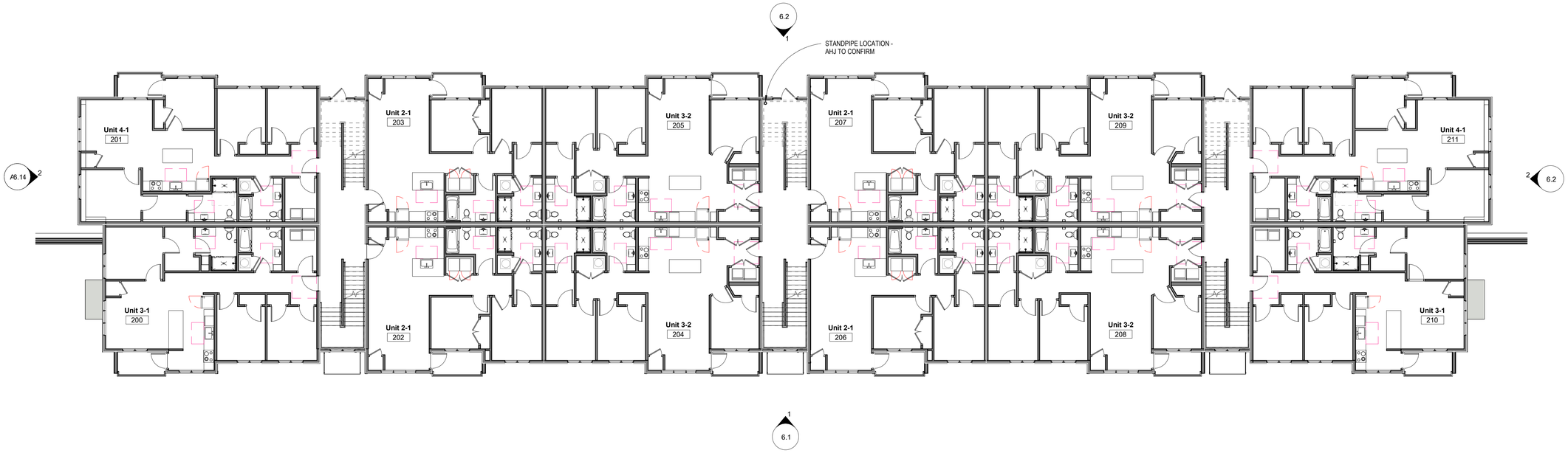
SITE PLAN REVIEW - 2nd SUBMITTAL
SEP. 18TH, 2025

kaas wilson architects

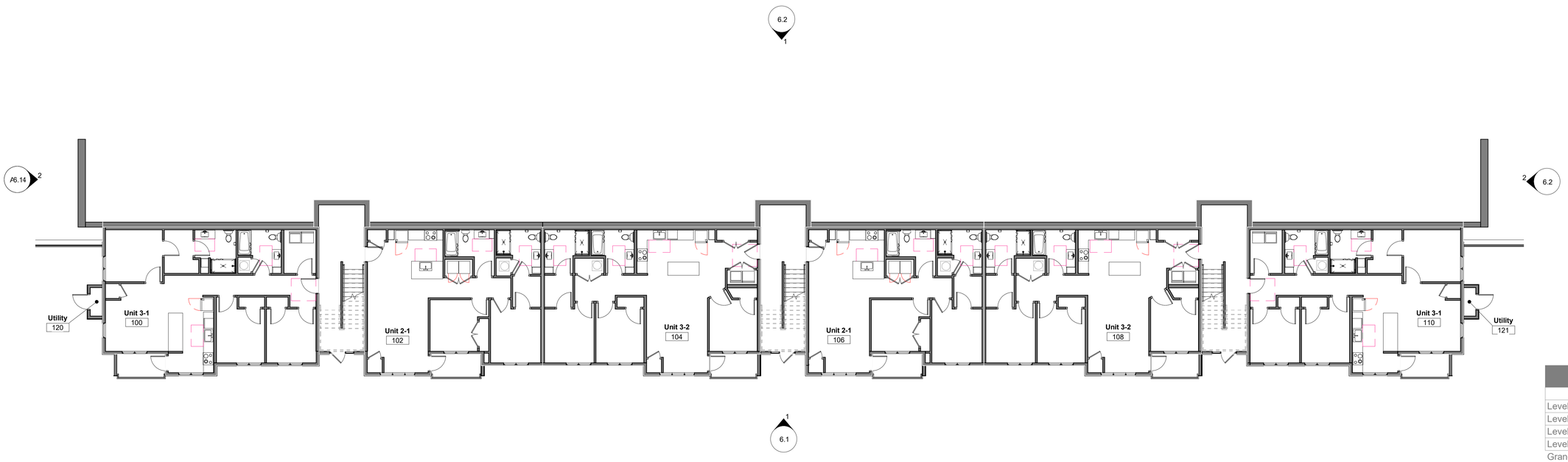
Lone Tree Ranch, LP

SITE PLAN - Common Space Calculations

LAC - Lone Tree Ranch - Flagstaff, AZ
900 E Pine Knoll Drive



2 Level 1 -Site Plan Review
3/32" = 1'-0"



1 Level -1 -Site Plan Review
3/32" = 1'-0"

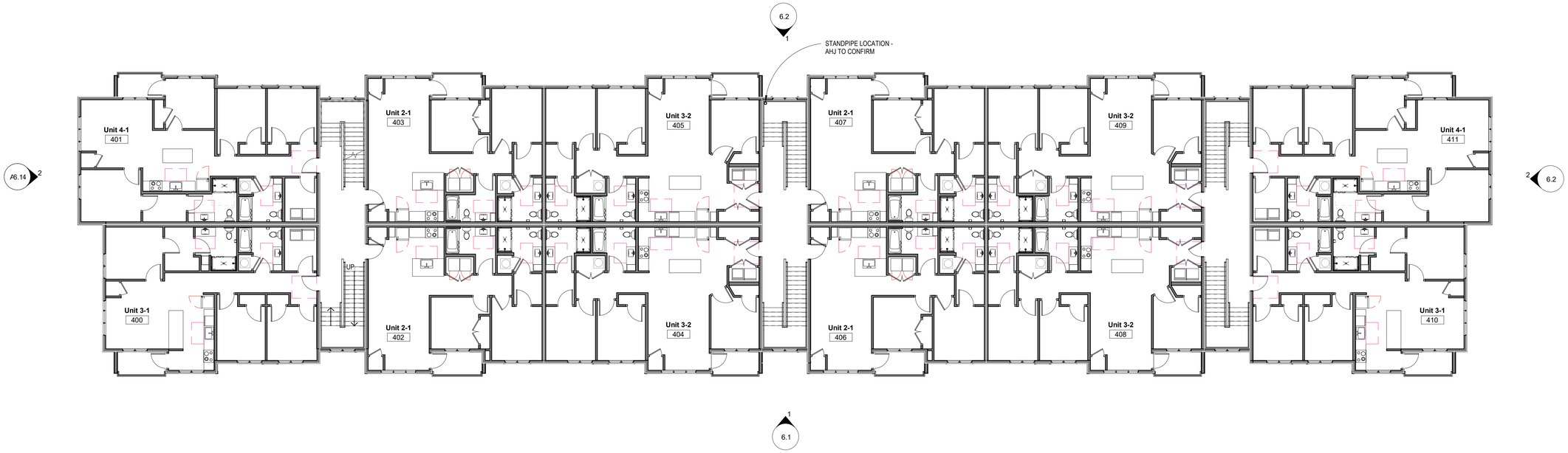
GROSS AREA - TOTAL	
Level	*Area*
Level 3	15,578 ft²
Level 2	15,578 ft²
Level 1	15,578 ft²
Level -1	7,844 ft²
Grand total	54,577 ft²

SITE PLAN REVIEW - 2nd SUBMITTAL
SEP. 18TH, 2025

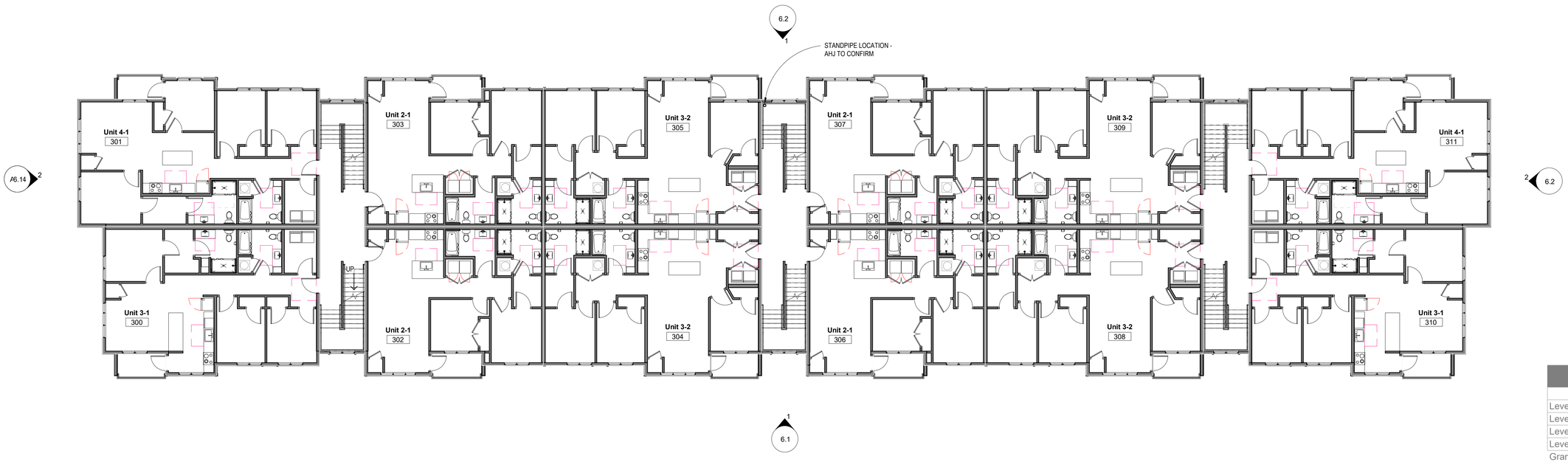
kaas wilson architects

FLOOR PLANS - Site Plan Review

LAC-Flagstaff AZ-900 E Pine Knoll Dr Apts
900 E Pine Knoll Dr, Flagstaff, AZ



2 Level 3 -Site Plan Review
3/32" = 1'-0"



1 Level 2 -Site Plan Review
3/32" = 1'-0"

GROSS AREA - TOTAL	
Level	*Area*
Level 3	15,578 ft²
Level 2	15,578 ft²
Level 1	15,578 ft²
Level -1	7,844 ft²
Grand total	54,577 ft²

SITE PLAN REVIEW - 2nd SUBMITTAL
SEP. 18TH, 2025

kaas wilson architects

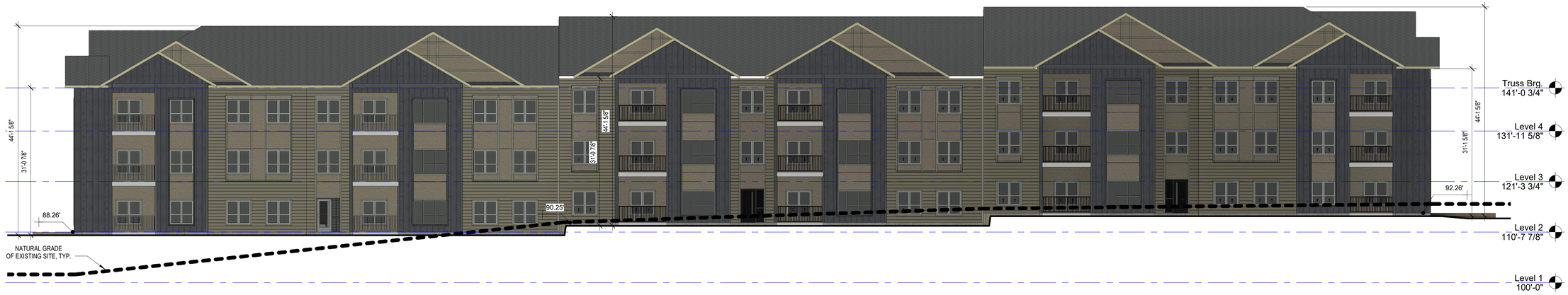
FLOOR PLANS - Site Plan Review

LAC-Flagstaff AZ-900 E Pine Knoll Dr Apts

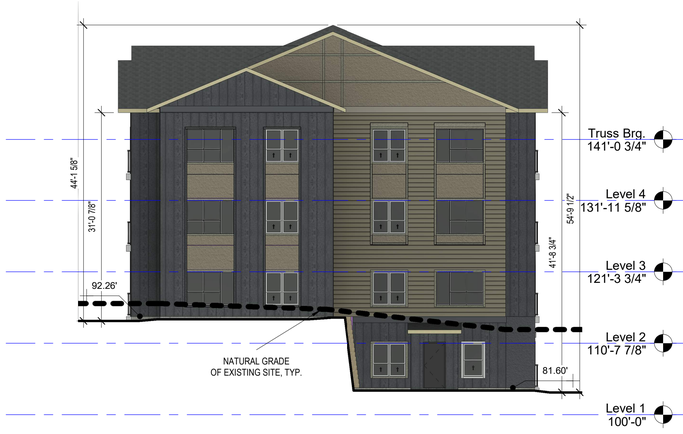
900 E Pine Knoll Dr, Flagstaff, AZ



1 Elevation - Plan South
3/32" = 1'-0"



2 Elevation - Plan North
3/32" = 1'-0"



3 Elevation - Plan West
3/32" = 1'-0"



4 Elevation -Plan East
3/32" = 1'-0"

SITE PLAN REVIEW - 2nd SUBMITTAL
SEP. 18TH, 2025

kaas wilson architects

BUILDING HEIGHT ANALYSIS

LAC-Flagstaff AZ-900 E Pine Knoll Dr Apts



1 SD Site Plan -Site Plan Review
1" = 30'-0"



EAST ELEVATION (facing parking)



NORTH ELEVATION (facing parking)



Flber-cement Vertical Panel - Cavern Steel (Prefinished)



Flber-cement Textured Panel - Terra Brown (Prefinished)



WEST ELEVATION (facing pool & patio/South Lone Tree Road)



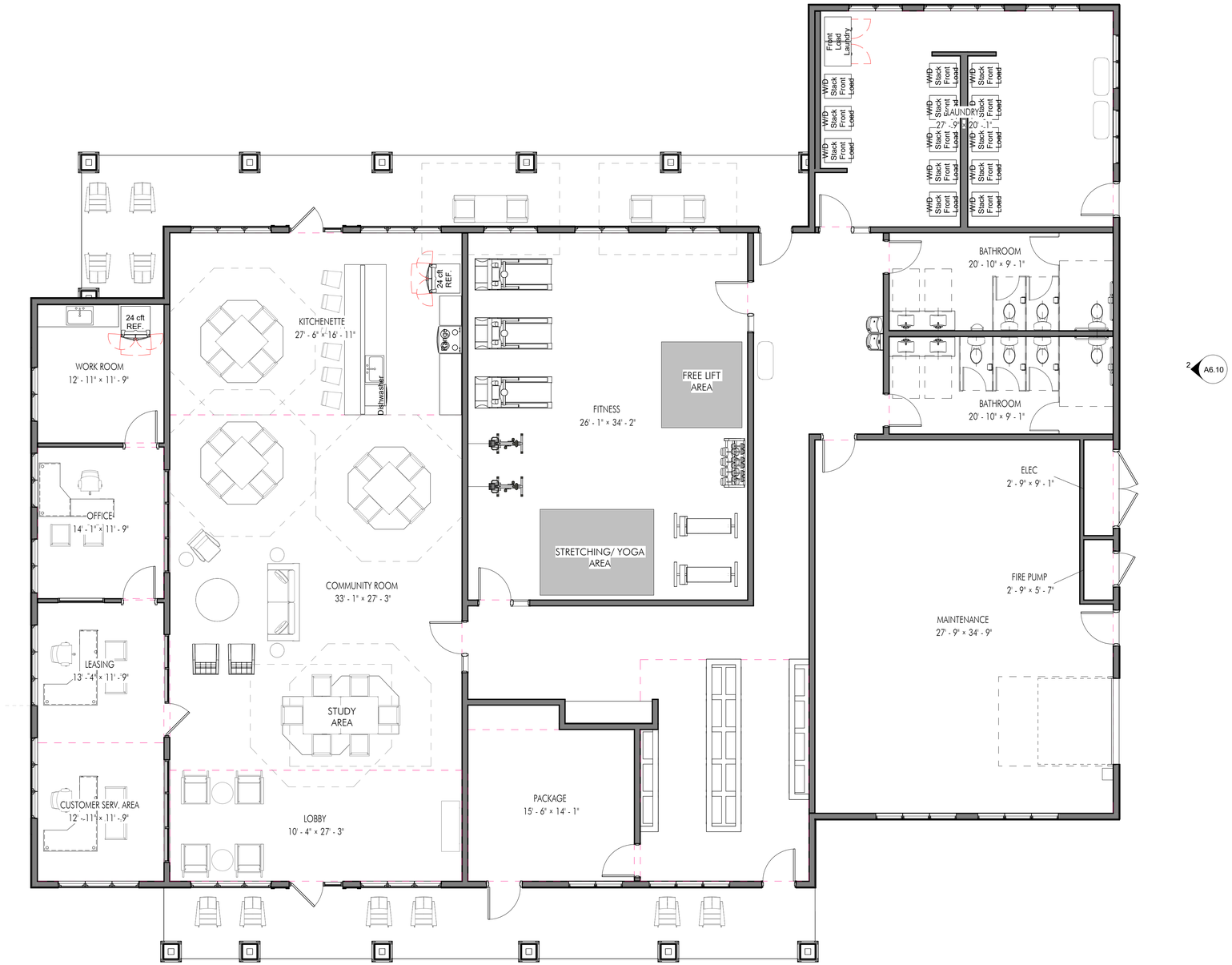
SOUTH ELEVATION (facing East Pine Knoll Drive)



Flber-cement Vertical Panel - Cavern Steel (Prefinished)



Flber-cement Textured Panel - Terra Brown (Prefinished)



GROSS AREA - TOTAL	
Level	*Area*
Level 1	6,569 ft²
Grand total	6,569 ft²

1 Level 1
3/16" = 1'-0"

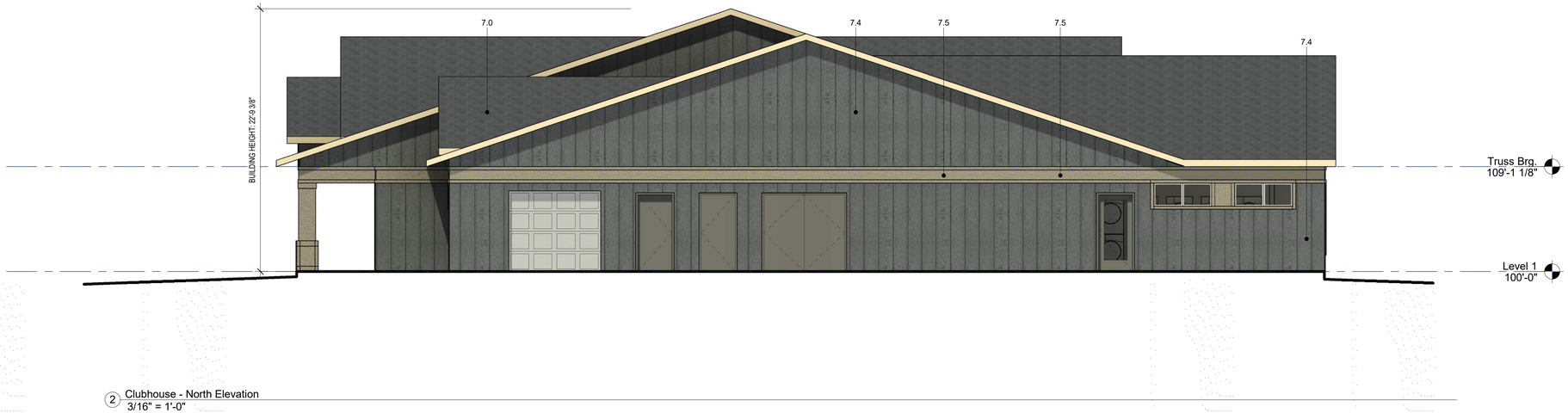
SITE PLAN REVIEW - 1st SUBMITTAL
JUNE 24TH, 2025



1 Clubhouse - East Elevation
3/16" = 1'-0"

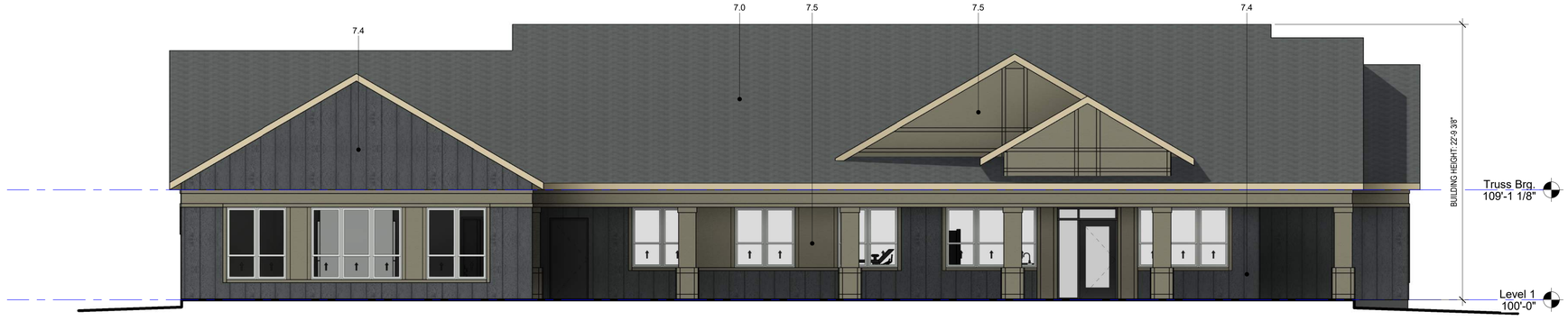
EXTERIOR MATERIALS

Material Mark	Material: Comments
7.0	Architectural Grade Asphlat Roof Shingle - Timberline - Charcoal
7.4	Siding - James Hardie Fiber Cement Panel - Vertical Groove - Iron Gray - LRV: 14.65
7.5	Siding - James Hardie Fiber Cement Panel - Stucco Textured - Monterey Taupe - LRV: 29.68



2 Clubhouse - North Elevation
3/16" = 1'-0"

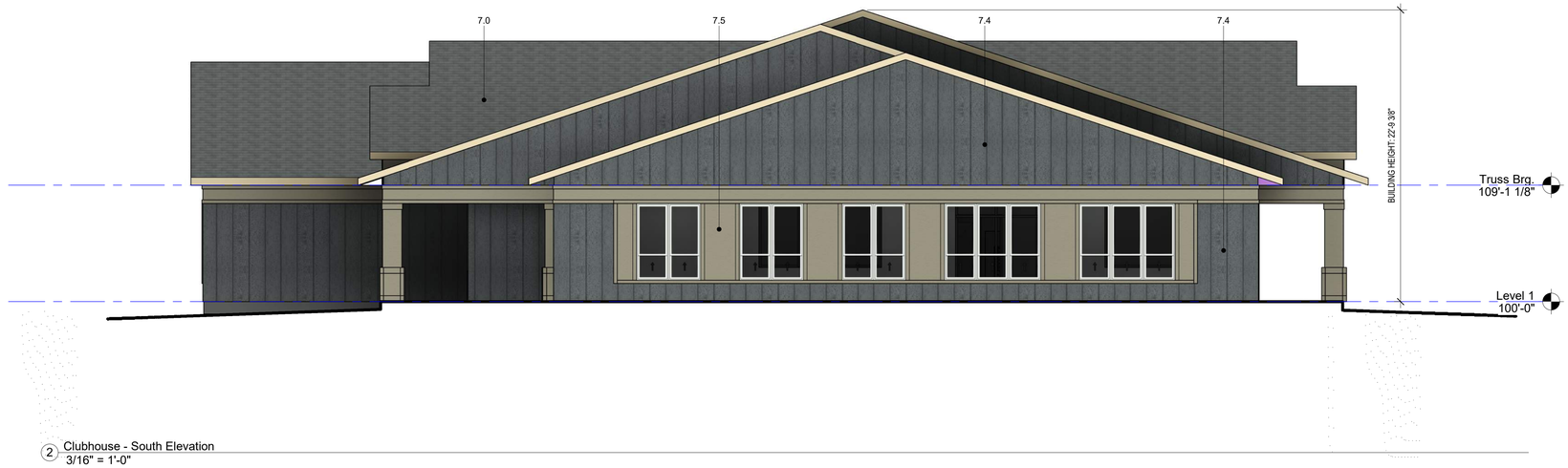
SITE PLAN REVIEW - 1st SUBMITTAL
JUNE 24TH, 2025



1 Clubhouse - West Elevation
3/16" = 1'-0"

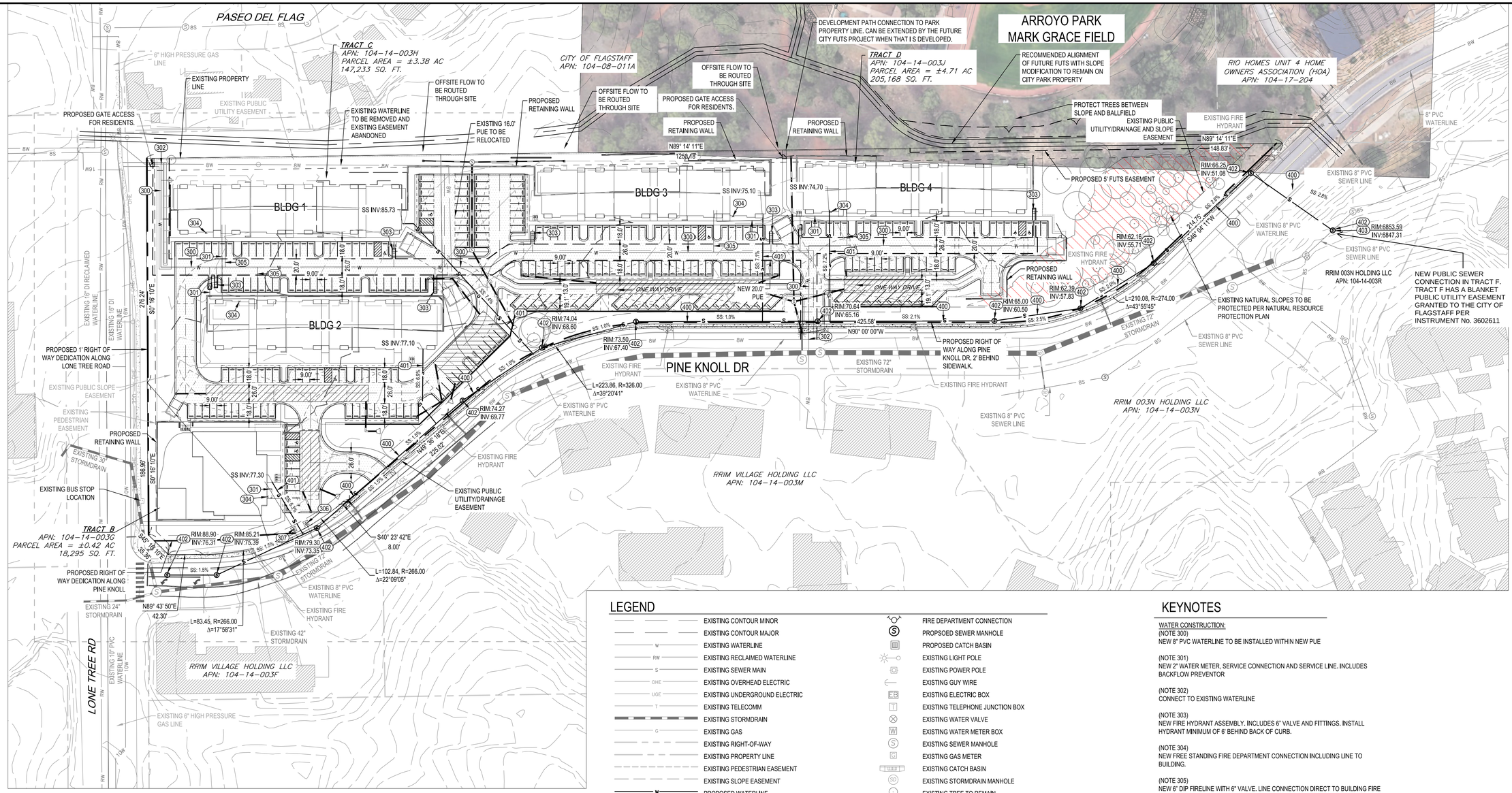
EXTERIOR MATERIALS

Material Mark	Material: Comments
7.0	Architectural Grade Asphlat Roof Shingle - Timberline - Charcoal
7.4	Siding - James Hardie Fiber Cement Panel - Vertical Groove - Iron Gray - LRV: 14.65
7.5	Siding - James Hardie Fiber Cement Panel - Stucco Textured - Monterey Taupe - LRV: 29.68



2 Clubhouse - South Elevation
3/16" = 1'-0"

SITE PLAN REVIEW - 1st SUBMITTAL
JUNE 24TH, 2025



LEGEND

- EXISTING CONTOUR MINOR
- EXISTING CONTOUR MAJOR
- EXISTING WATERLINE
- EXISTING RECLAIMED WATERLINE
- EXISTING SEWER MAIN
- EXISTING OVERHEAD ELECTRIC
- EXISTING UNDERGROUND ELECTRIC
- EXISTING TELECOMM
- EXISTING STORMDRAIN
- EXISTING GAS
- EXISTING RIGHT-OF-WAY
- EXISTING PROPERTY LINE
- EXISTING PEDESTRIAN EASEMENT
- EXISTING SLOPE EASEMENT
- PROPOSED WATERLINE
- PROPOSED FIRE LINE
- PROPOSED SEWER
- PROPOSED STORMDRAIN
- PROPOSED FIRE HYDRANT
- FIRE DEPARTMENT CONNECTION
- PROPSOED SEWER MANHOLE
- PROPOSED CATCH BASIN
- EXISTING LIGHT POLE
- EXISTING POWER POLE
- EXISTING GUY WIRE
- EXISTING ELECTRIC BOX
- EXISTING TELEPHONE JUNCTION BOX
- EXISTING WATER VALVE
- EXISTING WATER METER BOX
- EXISTING SEWER MANHOLE
- EXISTING GAS METER
- EXISTING CATCH BASIN
- EXISTING STORMDRAIN MANHOLE
- EXISTING TREE TO REMAIN
- EXISTING TREE TO BE REMOVED
- EXISTING SIGN
- EXISTING FIRE HYDRANT
- EXISTING DRAINAGE FLOW ARROW

KEYNOTES

WATER CONSTRUCTION:

(NOTE 300)
NEW 8" PVC WATERLINE TO BE INSTALLED WITHIN NEW PUE

(NOTE 301)
NEW 2" WATER METER, SERVICE CONNECTION AND SERVICE LINE. INCLUDES BACKFLOW PREVENTOR

(NOTE 302)
CONNECT TO EXISTING WATERLINE

(NOTE 303)
NEW FIRE HYDRANT ASSEMBLY. INCLUDES 6" VALVE AND FITTINGS. INSTALL HYDRANT MINIMUM OF 6' BEHIND BACK OF CURB.

(NOTE 304)
NEW FREE STANDING FIRE DEPARTMENT CONNECTION INCLUDING LINE TO BUILDING.

(NOTE 305)
NEW 6" DIP FIRELINE WITH 6" VALVE. LINE CONNECTION DIRECT TO BUILDING FIRE RISER ROOM.

(NOTE 306)
NEW 1.5" IRRIGATION WATER METER, SERVICE CONNECTION AND SERVICE LINE. INCLUDES BACKFLOW PREVENTOR, SEE LANDSCAPE PLANS.

(NOTE 307)
NEW 1" WATER METER, SERVICE CONNECTION AND SERVICE LINE. INCLUDES BACKFLOW PREVENTOR

SEWER CONSTRUCTION:

(NOTE 400)
NEW 8" SDR-35 PVC PUBLIC SEWERLINE

(NOTE 401)
NEW 6" SDR-35 PVC SEWER SERVICE AND CLEANOUT

(NOTE 402)
NEW 48" PRE-CAST SEWER MANHOLE

(NOTE 403)
CONNECT TO EXISTING SEWERLINE.

PROJECT INFORMATION

DEVELOPMENT NAME
LONE TREE RANCH

SITE ADDRESS
TRACT B
702 E PINE KNOLL DR
FLAGSTAFF, AZ 86001
APN: 104-14-003G
PARCEL AREA = 0.42 ACRE

TRACT C
778 E PINE KNOLL DR
FLAGSTAFF, AZ 86001
APN: 104-14-003H
PARCEL AREA = 3.38 ACRE

TRACT D
900 E PINE KNOLL DR
FLAGSTAFF, AZ 86001
APN: 104-14-003J
PARCEL AREA = 4.71 ACRE

GROSS AREA = 8.51 AC
NET AREA = 8.28 AC

PROJECT OWNER/DEVELOPER
LINCOLN AVENUE COMMUNITIES
401 WILSHIRE BLVD., 11TH FLOOR
SANTA MONICA, CA 90401
CONTACT: MATTHEW KLEIN

PROJECT ENGINEER
THE WLB GROUP, INC.
FLAGSTAFF, AZ 86001
PH: (928) 779-1500
FAX: (928) 779-1501
CONTACT: BRIAN JOERGER
BJOERGER@WLBGROUP.COM

PROJECT ARCHITECT
KAAS WILSON ARCHITECTS
1301 AMERICAN BLVD. E, SUITE 100
BLOOMINGTON, MN 55425
PH: (612) 879-6000
CONTACT: ENRICO WILLIAMS

FLOODPLAIN INFORMATION

ZONE X

ROVC CALCULATIONS

EXISTING SITE
TOTAL AREA = 370,240 SF
PERVIOUS AREA = 370,240 SF
IMPERVIOUS AREA = 0 SF

PROPOSED SITE
TOTAL AREA = 370,240 SF
PERVIOUS AREA = 108,193 SF
IMPERVIOUS AREA = 262,047 SF
REQUIRED RETENTION VOLUME = 21,750 CF (FIRST FLUSH)
(PROP. IMP)-(EXIST. IMP)*(1") 262,047 SF * (1")= 21,750 CF
ROOF IMP. = 67,100 SF
HARDSCAPE IMP. = 194,947 SF
PROVIDED RETENTION VOLUME = 31,900 CF

PRE AND POST RETENTION VOLUME (100YR)

EXISTING:	1.641 ACRE-FT
PROPOSED:	2.230 ACRE-FT
REQUIRED RETENTION:	0.589 ACRE-FT (25,700 CF)
PROVIDED RETENTION:	0.730 ACRE-FT (31,900 CF)

APPROXIMATE RETENTION VOLUMES
A1 = 2,100 CF
B1 = 9,200 CF
B2 = 8,200 CF
C1 = 7,200 CF
C2 = 5,200 CF

PRE VS POST 100 YEAR RETENTION IS PROVIDED BY UNDERGROUND RETENTION AND EXTENDED DETENTION STRUCTURES DISPERSED THROUGHOUT THE SITE AND SIZED BASED ON APPLICABLE DRAINAGE AREAS. INCLUDES BUILT IN OR ADJACENTLY LOCATED WATER QUALITY COMPONENTS AS APPLICABLE.

VICINITY MAP

NOT TO SCALE

FIRE HYDRANT, LINES, AND ACCESS ROAD NOTES

- ALL PORTIONS OF THE BUILDINGS ARE WITHIN 150' OF A 20' WIDE FIRE LANE/ACCESS ROAD
- FIRE LANE ACCESS ROADS SLOPES ARE LESS THAN 10% LONGITUDINAL ON STRAIGHAWAYS AND LESS THAN 5% ON CURVES. CROSS SLOPES ARE LESS THAN 5%.
- ALL PORTIONS OF THE BUILDINGS ARE WITHIN 300' OF A FIRE HYDRANT ON THE SAME SIDE OF THE ROAD AND/OR DRIVE ASILE
- ALL FDC'S ARE WITHIN 100' OF THE FIRE RISER ROOM AND WITHIN 100' OF A FIRE HYDRANT ON THE SAME SIDE OF THE ROAD AND/OR DRIVE ASILE
- FIRE LINE DISTANCE FROM THE WATER MAIN TO THE FIRE RISER ROOM IS LESS THAN 100'

GRAPHIC SCALE
60 0 30 60 120
HORIZONTAL SCALE 1"= 60'

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

REVISIONS

NO.	DATE:	ITEM:

The WLB Group, Inc.
ENGINEERING • PLANNING • SURVEYING
LANDSCAPE ARCHITECTURE • URBAN DESIGN
OFFICE LOCATIONS:
TUCSON, PHOENIX, FLAGSTAFF, & LAS VEGAS, NV
120 N. BEAVER STREET SUITE 100, FLAGSTAFF, AZ 86001
PH.(928) 779-1500

LONE TREE RANCH

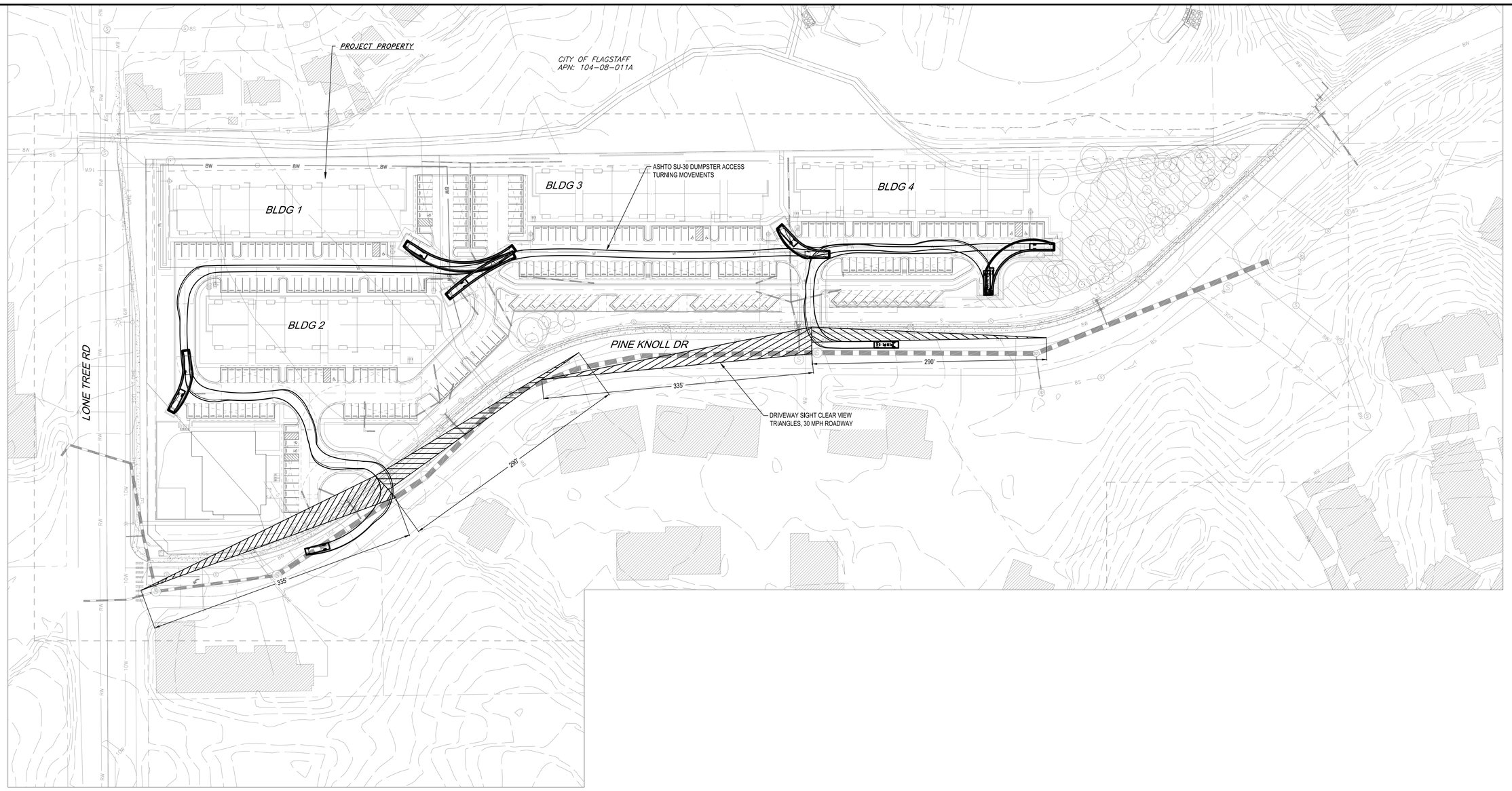
CIVIL SITE PLAN

Preliminary Not For Construction

DESIGNED BY:	WLB
DRAWN BY:	KK
CHECK BY:	BJ
DATE:	OCTOBER 2025

PROJECT NO.
317011B002

SHEET
C1.0



GRAPHIC SCALE

60 0 30 60 120

HORIZONTAL SCALE 1" = 60'

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ARIZONA811
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LONE TREE RANCH

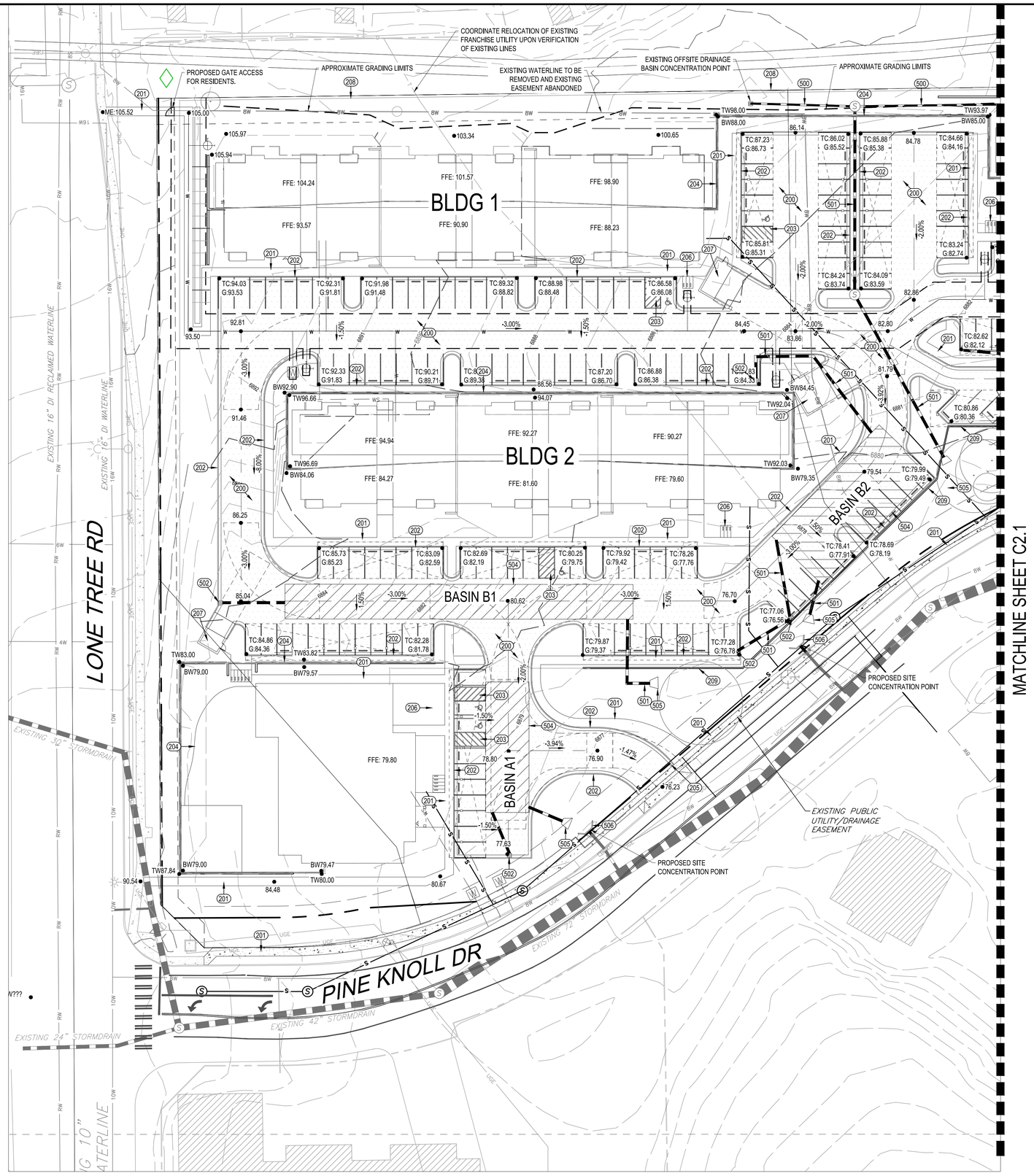
CIVIL SITE PLAN - SIGHT CLEAR VIEW TRIANGLE AND TURNING MOVEMENTS

Preliminary Not For Construction

DESIGNED BY: WLB
DRAWN BY: KK
CHECK BY: BJ
DATE: SEPTEMBER 2025

PROJECT NO. 317011B002

SHEET C1.1



KEYNOTES

SITE CONSTRUCTION:

(NOTE 200)
NEW ASPHALT PAVEMENT SECTION.

(NOTE 201)
NEW 4" THICK CONCRETE SIDEWALK OVER 3" ABC.

(NOTE 202)
NEW CONCRETE CURB AND GUTTER.

(NOTE 203)
NEW 4" WIDE WHITE HANDICAP PARKING ONLY STRIPING AND SIGN.

(NOTE 204)
RETAINING WALL. 10' MAX. MATERIAL AND COLOR TO PROVIDE A NATURAL AESTHETIC. SEE DETAIL 'A' SHEET C3.0.

(NOTE 205)
NEW DRIVEWAY ENTRANCE

(NOTE 206)
NEW BICYCLE RACKS

(NOTE 207)
NEW TRASH ENCLOSURE PER COF ENG. DETAIL PW-50-10.

(NOTE 208)
NEW SITE FENCING. FENCE AND GATE TYPE PER ARCHITECTS PLANS

(NOTE 209)
PARKING SCREEN WALL. MATERIAL AND COLOR TO PROVIDE A NATURAL AESTHETIC . SEE DETAIL 'B' SHEET C3.0.

DRAINAGE CONSTRUCTION:

(NOTE 500)
NEW 12" ADS N-12 HDPE STORMDRAIN PIPE.

(NOTE 501)
NEW 18" ADS N-12 HDPE STORMDRAIN PIPE.

(NOTE 502)
NEW CATCHBASIN.

(NOTE 503)
NEW STORMDRAIN MANHOLE.

(NOTE 504)
NEW UNDERGROUND RETENTION VAULT WITH OUTLET STRUCTURE AND EROSION PROTECTION

(NOTE 505)
NEW STORMDRAIN END SECTION

(NOTE 506)
NEW STORMDRAIN CONCRETE HEADWALL

NOTES:

- ADD 6800 TO ALL GRADES TO OBTAIN ACTUAL ELEVATION.
- PARKING & DRIVE AISLE DESIGN IS PER COF ENG DETAIL 10-10-010.
- GARAGE FINISH FLOOR ELEVATIONS STEP WITH ADJACENT DRIVE ASILE TO MAINTAIN SLOPES PER COF ENG DETAIL 10-10-010. FFE SHOWN ARE MID-BUILDING ELEVATIONS.
- NO HISTORICAL RESIDENTIAL OR COMMERCIAL BUILDINGS ARE ONSITE
- TC = TOP OF CURB
- G = GUTTER
- TW = GRADE AT TOP OF WALL
- BW = GRADE AT BOTTOM OF WALL
- ME = MATCH EXISTING

ROVC CALCULATIONS

EXISTING SITE
TOTAL AREA = 370,240 SF
PERVIOUS AREA = 370,240 SF
IMPERVIOUS AREA = 0 SF

PROPOSED SITE
TOTAL AREA = 370,240 SF
PERVIOUS AREA = 108,193 SF
IMPERVIOUS AREA = 262,047 SF
REQUIRED RETENTION VOLUME = 21,750 CF (FIRST FLUSH)
(PROP. IMP)-(EXIST. IMP)*(1") 262,047 SF * (1")= 21,750 CF
ROOF IMP. = 67,100 SF
HARDSCAPE IMP. = 194,947 SF
PROVIDED RETENTION VOLUME = 31,900 CF

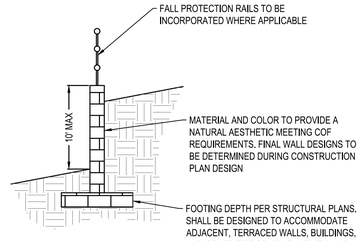
PRE AND POST RETENTION VOLUME (100YR)

EXISTING:	1.641 ACRE-FT
PROPOSED:	2.230 ACRE-FT
REQUIRED RETENTION:	0.589 ACRE-FT (25,700 CF)
PROVIDED RETENTION:	0.730 ACRE-FT (31,900 CF)

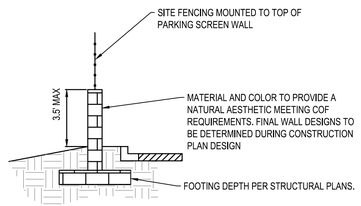
APPROXIMATE RETENTION VOLUMES
A1 = 2,100 CF
B1 = 9,200 CF
B2 = 8,200 CF
C1 = 7,200 CF
C2 = 5,200 CF

FLOODPLAIN INFORMATION

ZONE X



DETAIL A - GENERAL RETAINING WALL
NOT TO SCALE



DETAIL B - GENERAL PARKING SCREEN WALL
NOT TO SCALE

GRAPHIC SCALE
30 0 15 30 60
HORIZONTAL SCALE 1"= 30'

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or eBat Arizona811.com

NO.	DATE:	ITEM:

REVISIONS

ENGINEERING • PLANNING • SURVEYING
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OFFICE LOCATIONS:
TUCSON, PHOENIX, FLAGSTAFF, & LAS VEGAS, NV
120 N. BEAVER STREET SUITE 100, FLAGSTAFF, AZ 86001
PH.(928) 779-1500
The WLB Group INC.

LONE TREE RANCH

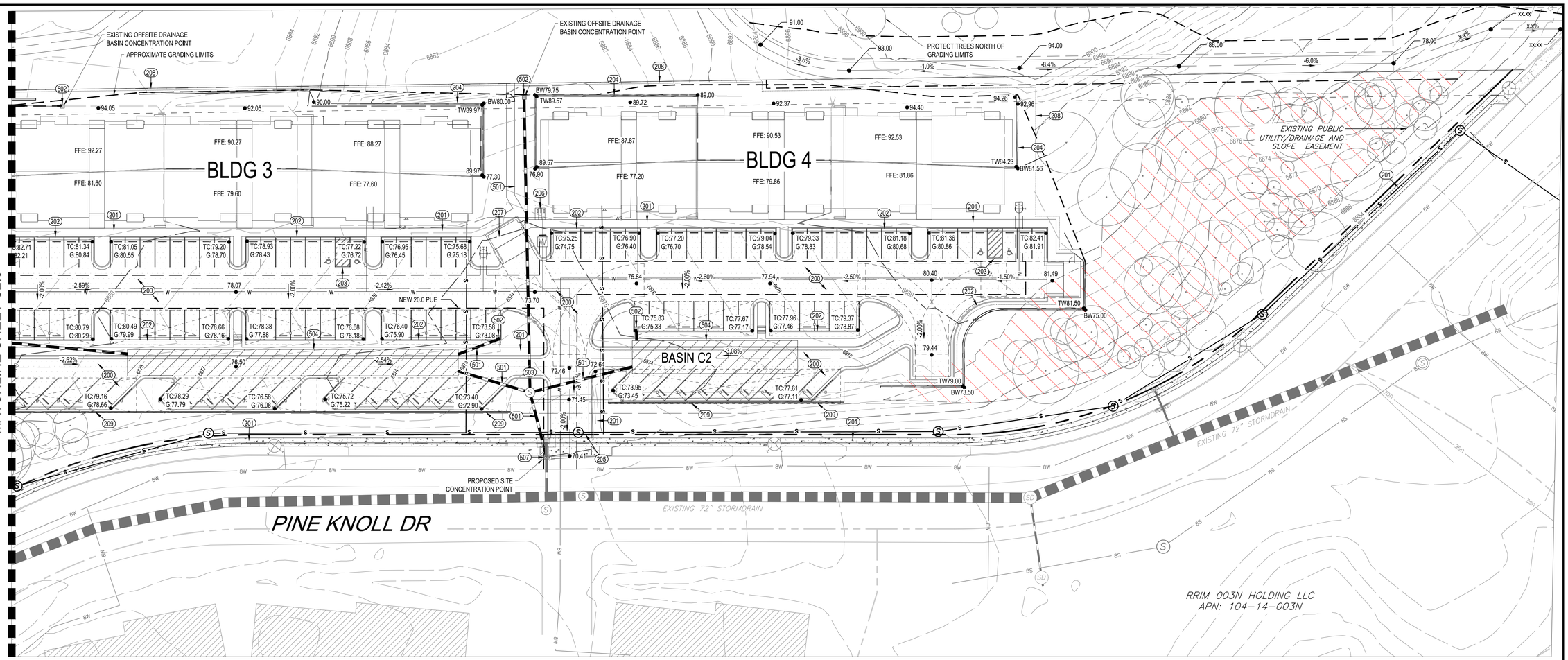
GRADING AND DRAINAGE

Preliminary Not For Construction

DESIGNED BY:	WLB
DRAWN BY:	KK
CHECK BY:	BJ
DATE:	SEPTEMBER 2025

PROJECT NO.
317011B002

SHEET
C3.0



KEYNOTES

SITE CONSTRUCTION:

(NOTE 200)
NEW ASPHALT PAVEMENT SECTION.

(NOTE 201)
NEW 4" THICK CONCRETE SIDEWALK OVER 3" ABC.

(NOTE 202)
NEW CONCRETE CURB AND GUTTER.

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(NOTE 205)
NEW DRIVEWAY ENTRANCE

(NOTE 206)
NEW BICYCLE RACKS

(NOTE 207)
NEW TRASH ENCLOSURE PER COF ENG. DETAIL PW-50-10.

(NOTE 208)
NEW SITE FENCING. FENCE AND GATE TYPE PER ARCHITECTS PLANS

(NOTE 209)
PARKING SCREEN WALL. MATERIAL AND COLOR TO PROVIDE A NATURAL AESTHETIC . SEE DETAIL 'B' SHEET C3.0.

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NEW 12" ADS N-12 HDPE STORMDRAIN PIPE.

(NOTE 501)
NEW 18" ADS N-12 HDPE STORMDRAIN PIPE.

(NOTE 502)
NEW CATCHBASIN.

(NOTE 503)
NEW STORMDRAIN MANHOLE.

(NOTE 504)
NEW UNDERGROUND RETENTION VAULT WITH OUTLET STRUCTURE AND EROSION PROTECTION

(NOTE 505)
NEW STORMDRAIN END SECTION

(NOTE 506)
NEW STORMDRAIN CONCRETE HEADWALL

(NOTE 507)
REMOVE AND REPLACE EXISTING CATCH BASIN WITH NEW MAG TYPE F CATCH BASIN

NOTES:

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- PARKING & DRIVE AISLE DESIGN IS PER COF ENG DETAIL 10-10-010.
- GARAGE FINISH FLOOR ELEVATIONS STEP WITH ADJACENT DRIVE ASILE TO MAINTAIN SLOPES PER COF ENG DETAIL 10-10-010. FFE SHOWN ARE MID-BUILDING ELEVATIONS.
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PERVIOUS AREA = 370,240 SF
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PROPOSED SITE
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(PROP. IMP)-(EXIST. IMP)*(1") 262,047 SF * (1")= 21,750 CF
ROOF IMP. = 67,100 SF
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PRE AND POST RETENTION VOLUME (100YR)
EXISTING: 1.641 ACRE-FT
PROPOSED: 2.230 ACRE-FT
REQUIRED RETENTION: 0.589 ACRE-FT (25,700 CF)
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APPROXIMATE RETENTION VOLUMES
A1 = 2,100 CF
B1 = 9,200 CF
B2 = 8,200 CF
C1 = 7,200 CF
C2 = 5,200 CF

FLOODPLAIN INFORMATION

ZONE X

GRAPHIC SCALE
30 0 15 30 60
HORIZONTAL SCALE 1"= 30'

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LONE TREE RANCH

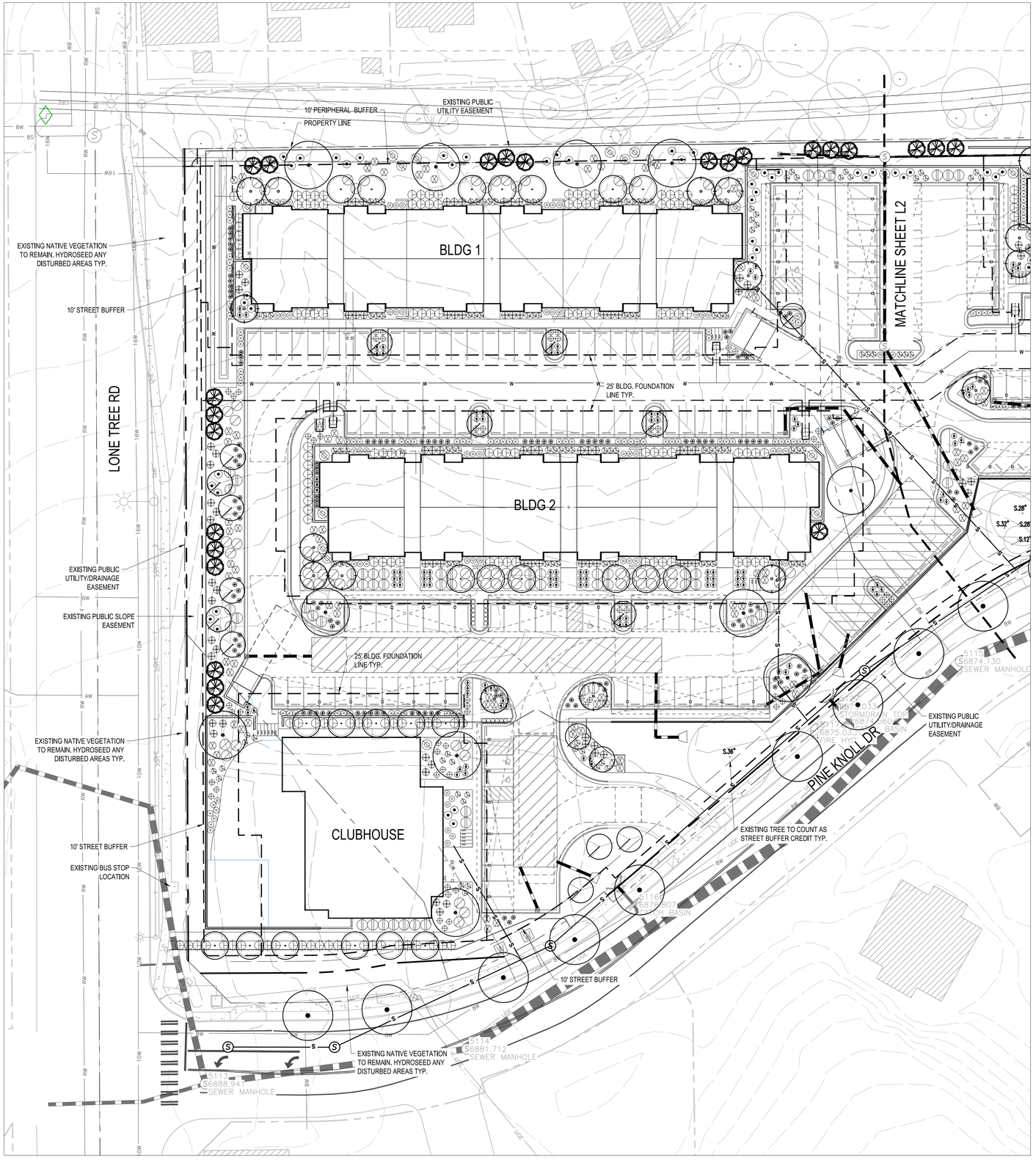
GRADING AND DRAINAGE

Preliminary Not For Construction

DESIGNED BY:	WLB
DRAWN BY:	KK
CHECK BY:	BJ
DATE:	SEPTEMBER 2025

PROJECT NO.
317011B002

SHEET
C3.1



LANDSCAPE CALCULATIONS

Parking Spaces (Uncovered)	Reqd.	Prov.
30 s.f. times 120 parking spaces	3,600s.f.	3,858s.f.
120 parking spaces @ 2 trees per 8 spaces	30	-
10% Reduction for Affordable Housing	-3	
Net Trees Required	27	21**
Shrubs @ 2 per tree	54	66
Groundcovers @ 2 per tree	54	68

Parking Spaces (Canopy Covered)	Required	Provided
30 s.f. times 166 parking spaces	4,980s.f.	5,262s.f.
No trees required per exception for canopies	0	-
Shrubs @ 3 per 8 parking spaces	62	-
Groundcovers @ 5 per 8 parking spaces	62	-
10% Reduction for Affordable Housing	-6 ea.	
Net Shrubs Required	56	69
Net Groundcovers Required	56	65

Street Buffer (Lone Tree Rd.)		
480 LF @ 1 trees per 25 LF	19	-
10% Reduction for Affordable Housing	-2	
Net Trees Required	17	17
Shrubs @ 2 per tree	34	35
Groundcovers @ 2 per tree	34	42

Street Buffer (Pine Knoll Dr.)		
1,460 LF @ 1 trees per 25 LF	58	-
10% Reduction for Affordable Housing	-6	-
Credit for existing trees to remain	-89	-
Net Trees Required	0	0
Shrubs @ 2 per tree	0	0
Groundcovers @ 2 per tree	0	0

Peripheral Buffer (North Property Line)		
1,388 LF @ 1 trees per 25 LF	55	-
10% Reduction for Affordable Housing	-5	-
Credit for existing trees to remain	-45	-
Net Trees Required	5	6
Shrubs @ 2 per tree	10	13
Groundcovers @ 2 per tree	10	12

Building Foundation (Bldgs. 1 & 2 each)		Bldgs. 1/ 2
690 LF @ 1 tree per 25 LF	28	-
10% Reduction for Affordable Housing	-3	-
Net Trees Required	25	25/12**
Shrubs @ 2 per tree	50	67/57
Groundcovers @ 2 per tree	50	68/74

Building Foundation (Bldg. 3)		
397 LF @ 1 tree per 25 LF	16	-
10% Reduction for Affordable Housing	-2	-
Net Trees Required	14	14
Shrubs @ 2 per tree	28	63
Groundcovers @ 2 per tree	28	59

Reduction for Overlap of North Peripheral Bufferyard

Building Foundation (Bldg. 4)		
340 LF @ 1 tree per 25 LF	14	-
10% Reduction for Affordable Housing	-1	-
Net Trees Required	13	13
Shrubs @ 2 per tree	26	61
Groundcovers @ 2 per tree	26	56

Reduction for Overlap with North Peripheral Buffer & Bldg. 3

Building Foundation (Clubhouse)		
314 LF @ 1 tree per 25 LF	13	-
10% Reduction for Affordable Housing	-1	-
Net Trees Required	12	12
Shrubs @ 2 per tree	24	28
Groundcovers @ 2 per tree	24	53

Reduction for Overlap with Street Buffer

LANDSCAPE CREDITS FOR EXISTING TREES

Tree Size (DBH)	Tree Quantity	Credit/Tree	Total Credits
6 -10"	15	1	15
10 - 18"	36	2	72
> 18"	16	3	48
Total Credits Allowed			134
Total Credits Claimed			134

** ADDITIONAL LANDSCAPE REDUCTION FOR 100% AFFORDABLE HOUSING PROJECT INCENTIVE

PLANT SCHEDULE

SYMBOL	BOTANICAL/COMMON NAME	SIZE	QTY.	MAT. SIZE	REMARKS
TREES					
	ACER GINNALA 'FLAME' AMUR MAPLE	2" CAL.	23	15x15	STANDARD
	GLEDITSIA TRICANTHOS 'SHADEMASTER' SHADEMASTER HONEYLOCUST	24" BOX	13	35x25	STANDARD
	MALUS 'SPRING SNOW' SPRING SNOW CRABAPPLE	2" CAL.	41	20x15	STANDARD
	PICEA PUNGENS 'BABY BLUEEYES' BABY BLUEEYES SPRUCE	6' TALL	24	20x10	STANDARD
	PRUNUS VIRGINIANA 'CANADA RED' CANADA RED CHOKECHERRY	2" CAL.	25	25x15	STANDARD
SHRUBS / GRASSES					
	BERBERIS THUNBERGII 'ROSE GLOW' ROSE GLOW BARBERRY	5 GAL.	105	4x4	2 GPH EMITTER
	BOUTELOUA GRACILIS 'BLONDE AMBITION' BLOND AMBITION BLUE GRAMA	1 GAL.	66	2x2	2 GPH EMITTER
	CALAMAGROSTIS x ACUTIFLORA 'K.F.' FOERSTER'S FEATHER REED GRASS	3 GAL.	219	4x2.5	2 GPH EMITTER
	CORNUS SERICEA 'ARCTIC FIRE' ARCTIC FIRE DOGWOOD	5 GAL.	146	4x4	2 GPH EMITTER
	PANICUM VIRGATUM 'SHENANDOAH' SHENANDOAH SWITCH GRASS	3 GAL.	224	4x2.5	2 GPH EMITTER
	PEROVSKIA ATRIPLICIFOLIA RUSSIAN SAGE	5 GAL.	111	4x4	2 GPH EMITTER
	PHYSOCARPUS OPULIFOIUS 'SEWARD' SUMMER WINE NINEBARK	5 GAL.	28	6x6	2 GPH EMITTER
	POTENTILLA FRUTICOSA 'GOLDFINGER' GOLDFINGER POTENTILLA	5 GAL.	96	3x3	2 GPH EMITTER
	SYMPHORICARPOS 'BOKRABRIGHT' BRIGHT FANTASY SNOWBERRY	5 GAL.	51	4x4	2 GPH EMITTER
GROUNDCOVER					
	COTONEASTER DAMMERI 'CORAL BEAUTY' CORAL BEAUTY COTONEASTER	3 GAL.	75	1x6	2 GPH EMITTER
	JUNIPERUS HORIZONTALIS 'WILTONII' BLUE RUG JUNIPER	3 GAL.	89	6"x6	2 GPH EMITTER
	JUNIPERUS COMMUNIS 'MONDAP' ALPINE CARPET JUNIPER	3 GAL.	142	1x3	2 GPH EMITTER
	MAHONIA REPENS CREEPING OREGON GRAPE	1 GAL.	146	1x3	2 GPH EMITTER
	PRUNUS BESSEYI 'PAWNEE BUTTES' CREEPING SAND CHERRY	3 GAL.	255	1.5x6	2 GPH EMITTER
MATERIALS					
	CINNAMON DECOMPOSED GRANITE	1/2" SCREENED		–	3" DEPTH IN PLANTING AREAS
	STEEL LANDSCAPE EDGE BROWN	4"		-LF	INSTALL PER MFG. SPECIFICATIONS
HYDROSEED MIX					
	NATIVE SEED MIX	64,225 S.F.+/-			HYDROSEED PER CITY OF FLAGSTAFF ENGINEERING DESIGN STANDARDS DIVISION 13-17-002

PLANT SCHEDULE (PARKWAY - OFFSITE)

SYMBOL	BOTANICAL/COMMON NAME	SIZE	QTY.	MAT. SIZE	REMARKS
	ACER x FREEMANII 'JEFFSRED' AUTUMN BLAZE MAPLE	2" CAL.	28	40x30	STANDARD
	NATIVE BLACK CINDERS	STANDARD SIZE		–	2" DEPTH IN PARKWAY

GRAPHIC SCALE

30 0 15 30 60

HORIZONTAL SCALE 1"= 30'

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LONE TREE RANCH

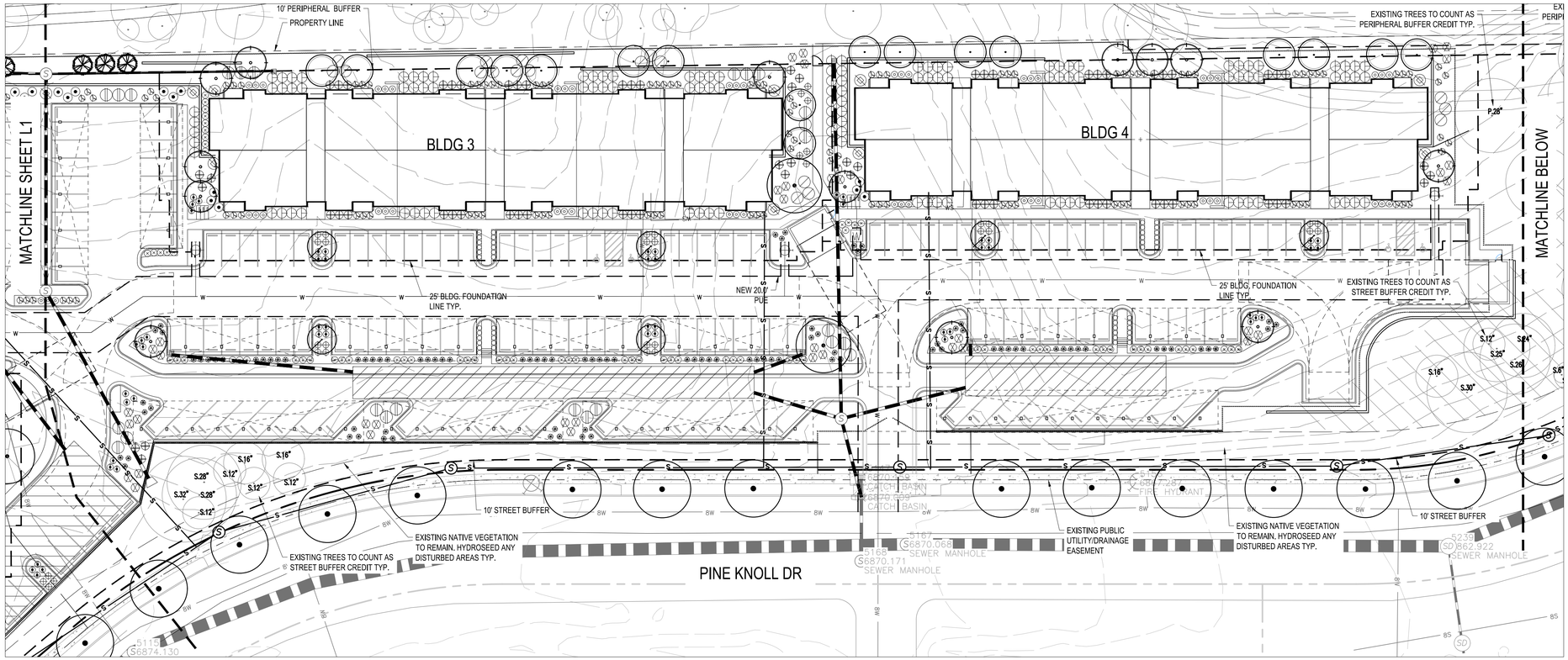
LANDSCAPE PLAN

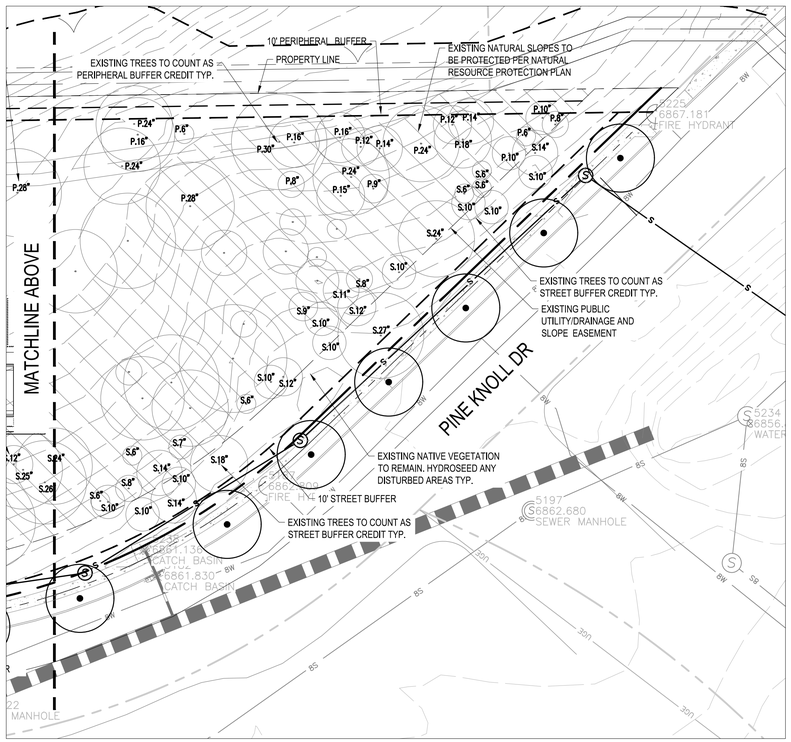
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CHECK BY:	SP
DATE:	SEPTEMBER 2025

PROJECT NO. 317011B002

SHEET L1





PLANT SCHEDULE

SYMBOL	BOTANICAL/COMMON NAME
TREES	
	ACER GINNALA 'FLAME' AMUR MAPLE
	GLEDITSIA TRICANTHOS 'SHADEMASTER' SHADEMASTER HONEYLOCUST
	MALUS 'SPRING SNOW' SPRING SNOW CRABAPPLE
	PICEA PUNGENS 'BABY BLUEEYES' BABY BLUEEYES SPRUCE
	PRUNUS VIRGINIANA 'CANADA RED' CANADA RED CHOKECHERRY
SHRUBS / GRASSES	
	BERBERIS THUNBERGII 'ROSE GLOW' ROSE GLOW BARBERRY
	BOUTELOUA GRACILIS 'BLONDE AMBITION' BLOND AMBITION BLUE GRAMA
	CALAMAGROSTIS x ACUTIFLORA 'K.F.' FOERSTER'S FEATHER REED GRASS
	CORNUS SERICEA 'ARCTIC FIRE' ARCTIC FIRE DOGWOOD
	PANICUM VIRGATUM 'SHENANDOAH' SHENANDOAH SWITCH GRASS
	PEROVSKIA ATRIPLICIFOLIA RUSSIAN SAGE
	PHYSOCARPUS OPULIFOIUS 'SEWARD' SUMMER WINE NINEBARK
	POTENTILLA FRUTICOSA 'GOLDFINGER' GOLDFINGER POTENTILLA
	SYMPHORICARPOS 'BOKRABRIGHT' BRIGHT FANTASY SNOWBERRY
GROUNDCOVER	
	COTONEASTER DAMMERI 'CORAL BEAUTY' CORAL BEAUTY COTONEASTER
	JUNIPERUS HORIZONTALIS 'WILTONII' BLUE RUG JUNIPER
	JUNIPERUS COMMUNIS 'MONDAP' ALPINE CARPET JUNIPER
	MAHONIA REPENS CREEPING OREGON GRAPE
	PRUNUS BESSEYI 'PAWNEE BUTTES' CREEPING SAND CHERRY
PARKWAY (OFF SITE)	
	ACER x FREEMANII 'JEFFSRED' AUTUMN BLAZE MAPLE

GRAPHIC SCALE

30 0 15 30 60

HORIZONTAL SCALE 1"= 30'

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LONE TREE RANCH

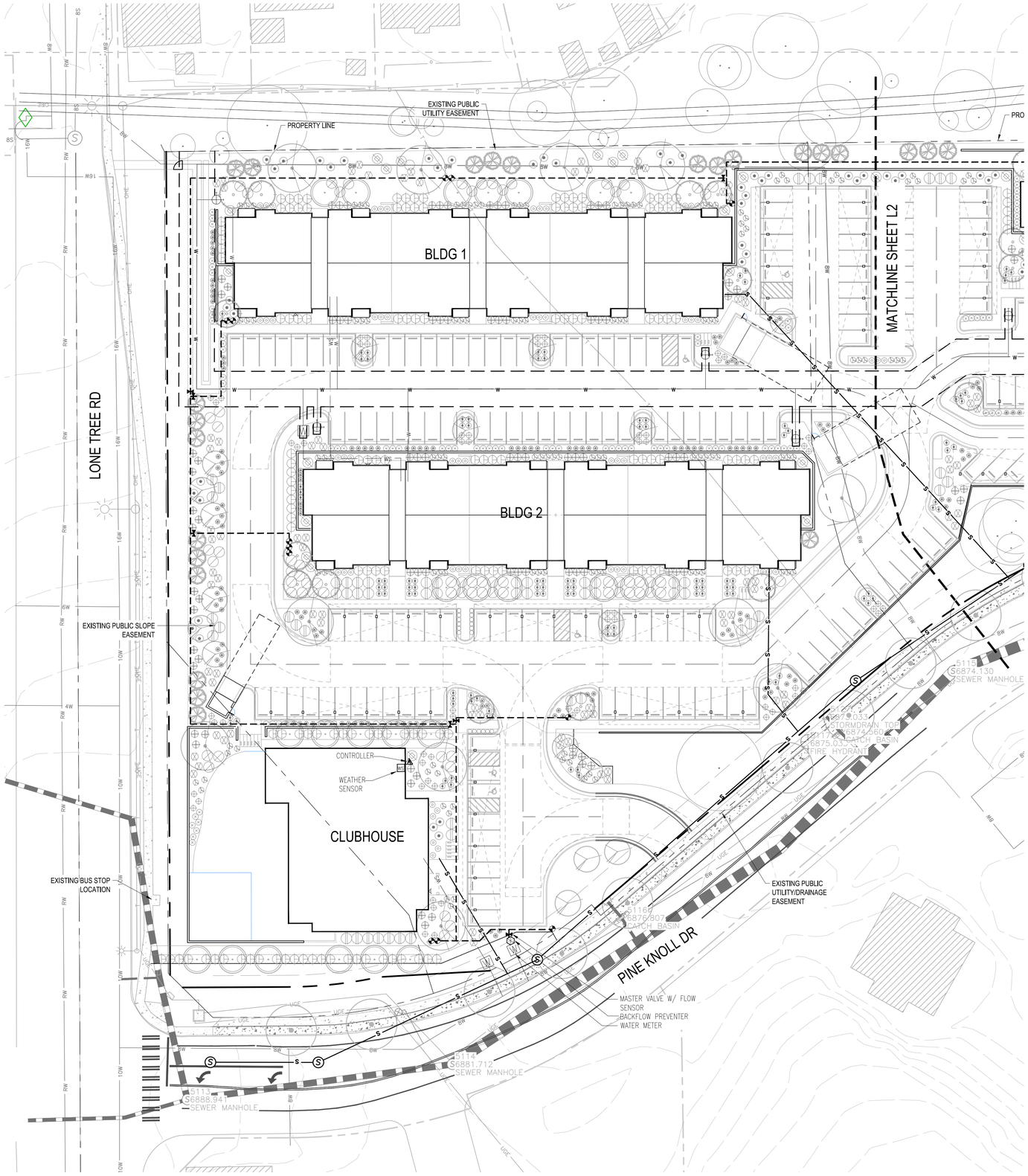
LANDSCAPE PLAN

Preliminary Not For Construction

DESIGNED BY:	SP	
DRAWN BY:	SP	
CHECK BY:	SP	
DATE: SEPTEMBER 2025		

PROJECT NO.
317011B002

SHEET
L2



IRRIGATION LEGEND:

SYMBOL	DESCRIPTION	MANUFACTURER/MODEL	COMMENTS
M	WATER METER	N/A	1.5" WATER METER TO BE INSTALLED PER CIVIL PLANS
	BACKFLOW PREVENTER	FEBCO 825YA	1.5" BFP TO BE INSTALLED PER CIVIL PLANS. INSTALL IN A SECURABLE BACKFLOW PREVENTER CAGE.
	FLOW SENSOR	IRRITROL FS-200 2" FLOW SENSOR	INSTALL AFTER MASTER VALVE AT P.O.C.
A	CONTROLLER	IRRITROL ECP-TW-S EAGLE PLUS TWO WIRE WALL MOUNTED CONTROLLER IN METAL CABINET	INSTALL PER MANUFACTURER'S SPECIFICATIONS PROVIDE KEYS AND OPERATING INSTRUCTIONS TO OWNER
WS	WEATHER SENSOR	IRRITROL RFS1000 WIRELESS RAIN & FREEZE SENSOR SURFACE MOUNT	INSTALL PER MANUFACTURER'S SPECIFICATIONS MOUNT ON CLUBHOUSE ROOF ABOVE CONTROLLER
	GATE VALVE	WATTS WGV THD BRASS GATE VALVE	SIZE TO MATCH MAINLINE PASSING THROUGH. INSTALL IN 10" ROUND VALVE BOX.
	1" QUICK COUPLER	TORO 100-SLSC W/ 100-SLK KEY	INSTALL IN 10" ROUND VALVE BOX. PROVIDE 3 KEYS
	REMOTE CONTROL DRIP VALVE ASSEMBLY	TORO DZK-700, 1" DRIP VALVE ASSEMBLY INCLUDES Y-FILTER AND PRESSURE REGULATOR	INSTALL IN VALVE BOX
	MAIN LINE	SCH 40 PVC, SCH 80 FITTINGS	SIZE PER PIPE PLAN; SOLVENT WELD.
	SHRUB/G.C. LATERAL	CLASS 200 PVC	3/4" UNLESS OTHERWISE NOTED.
	TREE LATERAL	CLASS 200 PVC	3/4" UNLESS OTHERWISE NOTED.
	MULTI-OUTLET DRIP EMITTER	TORO T-PR25-9 PRESSURE REGULATING MANIFOLD OR APPROVED EQUAL	NOT SHOWN ON PLAN. SEE EMITTER DETAILS..
	SINGLE-OUTLET DRIP EMITTER	TORO T-DP08-A, 2-GPH EMITTER OR APPROVED EQUAL	NOT SHOWN ON PLAN. SEE EMITTER DETAILS..
	DISTRIBUTION TUBE	1/4" POLYETHYLENE	MAXIMUM LENGTH 6-FEET. SEE EMITTER DETAILS.
•	END FLUSH CAP	TORO T-FCH-H-FIPT, OR APPROVED EQUAL	LOCATE IN 10" ROUND VALVE BOX
	SLEEVE	SCH. 40 PVC PIPE	SIZE TO BE 2X DIAMETER OF PIPE BEING SLEEVED
	ELECTRICAL SLEEVE	SCH. 40 PVC PIPE (1.5" MINIMUM)	SLEEVE UNDER ALL PAVING TYP.

PIPE SIZING SCHEDULE

SIZE	GPM	SIZE	GPM
3/4"	6-10	1 1/2"	26-35
1"	11-15	2"	36-55
1 1/4"	16-25	2 1/2"	56-80

SLEEVE SIZING SCHEDULE (MIN.)

PIPE	SLEEVE	PIPE	SLEEVE
3/4"	1 1/2"	1 1/2"	3"
1"	2"	2"	4"
1 1/4"	2.5"	2 1/2"	5"

A1 / 1" / S — STATION NUMBER / VALVE SIZE / ZONE TYPE

EMITTER NOTES

1. INSTALL ONE (1.0 GPH) OR (2.0 GPH) SINGLE OUTLET EMITTER PER SHRUB OR GROUNDCOVER AS REQUIRED. SEE PLANT SCHEDULE FOR EMITTER SPECIFICATION.
2. INSTALL EMITTERS AROUND EACH TREE; SEE THE EMITTER DETAIL FOR EMITTER QUANTITY AND SPACING.
3. MULTI-OUTLET EMITTERS MAY BE USED INSTEAD OF SINGLE EMITTERS WHERE 1" TUBING DOES NOT EXCEED 6' IN LENGTH.
4. INSTALL EMITTERS AT EDGE OF ROOTBALL AND UPGRADE FROM PLANTS.
5. INSTALL ALL EMITTERS AND EQUIPMENT PER MANUFACTURER'S INSTRUCTIONS AND SPECIFICATIONS.

IRRIGATION NOTES:

1. ALL EXACT QUANTITIES OF EQUIPMENT REMAIN THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR AND NO ADDITIONAL COSTS TO OWNER WILL BE ACCEPTED AFTER BIDDING THIS PROJECT EXCEPT FOR CHANGE ORDERS APPROVED BY THE OWNER.
2. PLANS ARE DIAGRAMMATIC AND APPROXIMATE. ALL IRRIGATION EQUIPMENT SHALL BE LOCATED IN LANDSCAPE AREAS; ALL SLEEVES SHALL BE INSTALLED PRIOR TO PAVING WORK. NO TEES, ELLS OR OTHER TURNS IN PIPING SHALL BE LOCATED UNDER PAVING EXCEPT WHERE SHOWN ON THE PLANS.
3. THE IRRIGATION SYSTEM IS DESIGNED FOR 90 STATIC PSI. CONTRACTOR SHALL VERIFY WATER PRESSURE IN THE FIELD PRIOR TO CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR ALERTING THE LANDSCAPE ARCHITECT AND OWNER OF ANY DISCREPANCIES BETWEEN DESIGN PRESSURE AND FIELD PRESSURE.
4. CONTRACTOR SHALL CONFORM TO ALL STATE AND LOCAL CODES AND IS RESPONSIBLE FOR OBTAINING PERMITS FROM LOCAL AGENCIES AND UTILITY COMPANIES HAVING JURISDICTION OVER THE PROJECT SITE.
5. CONTRACTOR SHALL VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO ANY INSTALLATION. CONTACT BLUE STAKES CENTER (263-1100) FORTY-EIGHT (48) HOURS PRIOR TO CONSTRUCTION.
6. CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO INSTALL THE IMPROVEMENTS INDICATED ON THE IRRIGATION PLANS. CONTRACTOR IS RESPONSIBLE FOR CAREFUL SITE INSPECTION, REVIEW OF ALL LANDSCAPE DOCUMENTS, AND COORDINATION WITH OTHER CONTRACTORS ON-SITE PRIOR TO ANY INSTALLATION. ANY DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE SITE SUPERINTENDENT AND THE OWNER.
7. CONTRACTOR IS RESPONSIBLE FOR THE COORDINATING THE INSTALLATION OF SLEEVES UNDER PAVED SURFACES WITH THE GENERAL CONTRACTOR.
8. PROVIDE PVC VALVE BOXES FOR ALL UNDERGROUND VALVES, PRESET PRESSURE REGULATORS AND FLUSH PLUGS.
9. USE ONLY #14 DIRECT BURIAL COPPER WIRE FOR ALL UNDERGROUND WIRING. ALL WIRE RUNS TO BE CONTINUOUS FROM CONTROLLER TO CONTROL VALVE. USE ONLY EPOXY FILLED WATERPROOF WIRE ASSEMBLIES BY SPEARS (OR EQUAL) FOR ALL WIRE SPLICES.
10. OBTAIN APPROVAL FROM THE OWNER'S AGENT OF STAKED LOCATIONS FOR ALL VALVES, MAINLINE, AND THE AUTOMATIC CONTROLLER PRIOR TO INSTALLATION.
11. TEST MAINLINE UNDER PRESSURE FROM THE WATER SOURCE (POINT OF CONNECTION) TO CONTROL VALVES AND QUICK COUPLERS FOR A MINIMUM OF 12-HOURS. OBTAIN APPROVAL FROM OWNER'S AGENT PRIOR TO BACKFILLING.
12. ALL PVC SLEEVEING PASSING UNDER PAVED SURFACES AND THROUGH FOOTINGS SHALL BE SCHEDULE-40 PVC PIPE TWICE THE SIZE OF THE PIPE PASSING THROUGH. PROVIDE A SEPARATE SLEEVE FOR ELECTRICAL WIRING (1.5" MINIMUM).
13. EXACT PIPE SIZING AND FOOTAGE ARE THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR.
14. USE TEFLON TAPE OR PIPE JOINT COMPOUND ON ALL THREADED JOINTS.
15. ALL DRIP SYSTEM LATERAL PIPING SHALL BE 3/4-INCH CLASS 200 PVC. ALL FITTINGS SHALL BE SCHEDULE 40 PVC.
16. CONTRACTOR IS RESPONSIBLE FOR COORDINATING THE IRRIGATION WORK WITH THE LANDSCAPE PLANS TO AVOID CONFLICT BETWEEN IRRIGATION EQUIPMENT AND PLANTING PITS.
17. WHERE TREES, LIGHT STANDARDS, ETC. ARE AN OBSTRUCTION OF SPRAYS, PIPING AND SPRINKLER HEADS SHALL BE ADJUSTED AND/OR RELOCATED AS REQUIRED TO ACHIEVE FULL HEAD TO HEAD COVERAGE.
18. PROVIDE A TYPED WATERING SCHEDULE ENCASED IN PLASTIC AND ATTACHED TO THE INSIDE OF THE CONTROLLER ENCLOSURE.
19. PRIOR TO INITIATING THE 90-DAY MAINTENANCE PERIOD, TEST THE SYSTEM WITH THE OWNER'S AGENT TO VERIFY THAT THE SYSTEM IS FULLY OPERATIONAL. PROVIDE WRITTEN RECOMMENDATIONS OF SUGGESTED SEASONAL WATERING SCHEDULES.
20. PROVIDE A WRITTEN 18-MONTH GUARANTEE FOR ALL IRRIGATION EQUIPMENT DATED FROM THE START OF THE 90-DAY MAINTENANCE PERIOD. CONTRACTOR SHALL PROVIDE LABOR, MATERIALS AND EQUIPMENT AS NECESSARY TO RESTORE THE FULL OPERATION OF THE SYSTEM AND REPLACE ANY PLANT MATERIAL THAT DIED AS A DIRECT RESULT OF THE FAILURE.

GRAPHIC SCALE
30 0 15 30 60
HORIZONTAL SCALE 1"= 30'

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LONE TREE RANCH

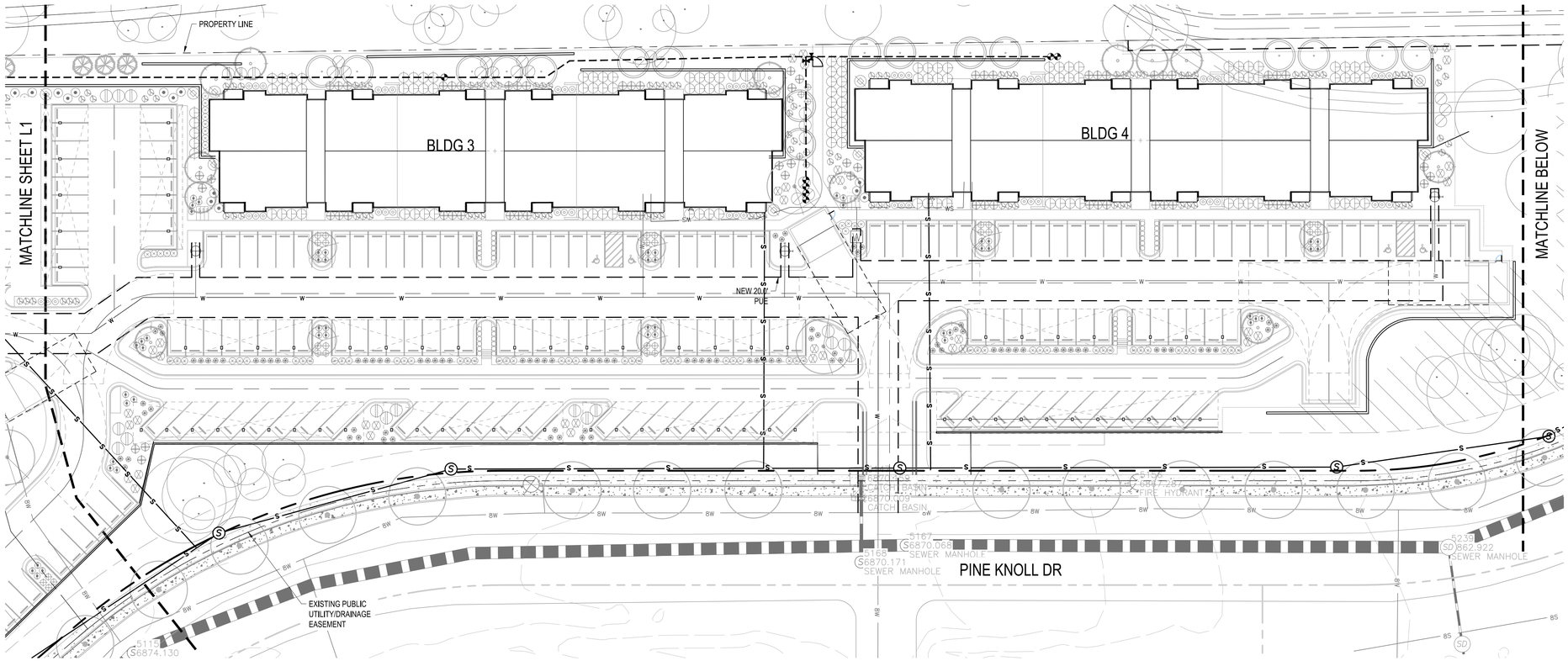
IRRIGATION PLAN

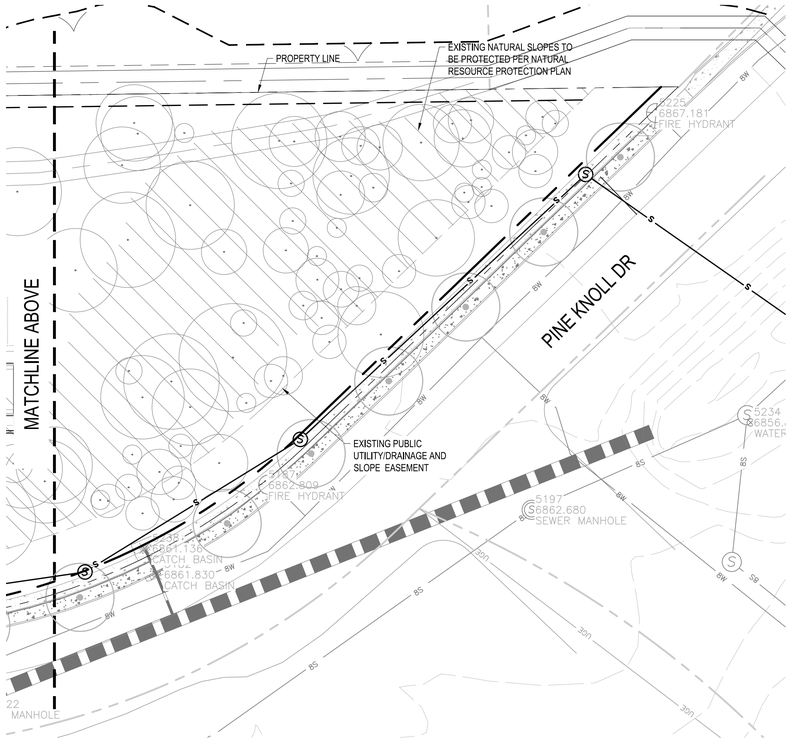
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DESIGNED BY:	SP
DRAWN BY:	SP
CHECK BY:	SP
DATE:	SEPTEMBER 2025

PROJECT NO.
317011B002

SHEET
L3





IRRIGATION LEGEND:

SYMBOL	DESCRIPTION
W	WATER METER
	BACKFLOW PREVENTER
	FLOW SENSOR
A	CONTROLLER
W	WEATHER SENSOR
	GATE VALVE
	1" QUICK COUPLER
	REMOTE CONTROL DRIP VALVE ASSEMBLY
	MAIN LINE
	SHRUB/G.C. LATERAL
	TREE LATERAL
	MULTI-OUTLET DRIP EMITTER
	SINGLE-OUTLET DRIP EMITTER
	DISTRIBUTION TUBE
	END FLUSH CAP
	SLEEVE
	ELECTRICAL SLEEVE
A1 1" S	STATION NUMBER VALVE SIZE/ ZONE TYPE

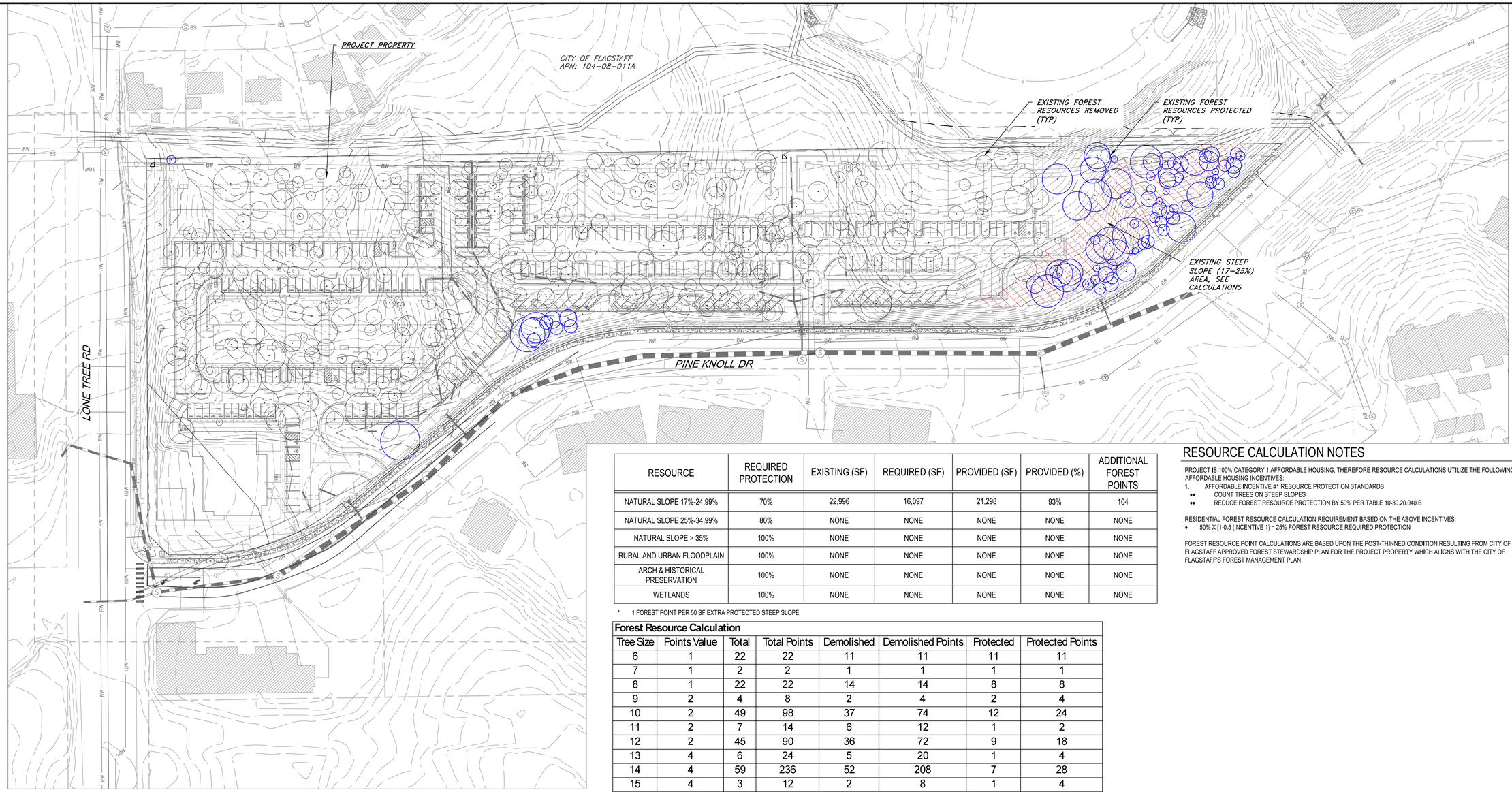
GRAPHIC SCALE

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HORIZONTAL SCALE 1"= 30'

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RESOURCE	REQUIRED PROTECTION	EXISTING (SF)	REQUIRED (SF)	PROVIDED (SF)	PROVIDED (%)	ADDITIONAL FOREST POINTS
NATURAL SLOPE 17%-24.99%	70%	22,996	16,097	21,298	93%	104
NATURAL SLOPE 25%-34.99%	80%	NONE	NONE	NONE	NONE	NONE
NATURAL SLOPE > 35%	100%	NONE	NONE	NONE	NONE	NONE
RURAL AND URBAN FLOODPLAIN	100%	NONE	NONE	NONE	NONE	NONE
ARCH & HISTORICAL PRESERVATION	100%	NONE	NONE	NONE	NONE	NONE
WETLANDS	100%	NONE	NONE	NONE	NONE	NONE

* 1 FOREST POINT PER 50 SF EXTRA PROTECTED STEEP SLOPE

RESOURCE CALCULATION NOTES

PROJECT IS 100% CATEGORY 1 AFFORDABLE HOUSING, THEREFORE RESOURCE CALCULATIONS UTILIZE THE FOLLOWING AFFORDABLE HOUSING INCENTIVES:

1. AFFORDABLE INCENTIVE #1 RESOURCE PROTECTION STANDARDS
   - •• COUNT TREES ON STEEP SLOPES
   - •• REDUCE FOREST RESOURCE PROTECTION BY 50% PER TABLE 10-30.20.040.B

RESIDENTIAL FOREST RESOURCE CALCULATION REQUIREMENT BASED ON THE ABOVE INCENTIVES:

- 50% X [1-0.5 (INCENTIVE 1) = 25% FOREST RESOURCE REQUIRED PROTECTION

FOREST RESOURCE POINT CALCULATIONS ARE BASED UPON THE POST-THINNED CONDITION RESULTING FROM CITY OF FLAGSTAFF APPROVED FOREST STEWARDSHIP PLAN FOR THE PROJECT PROPERTY WHICH ALIGNS WITH THE CITY OF FLAGSTAFF'S FOREST MANAGEMENT PLAN

Forest Resource Calculation							
Tree Size	Points Value	Total	Total Points	Demolished	Demolished Points	Protected	Protected Points
6	1	22	22	11	11	11	11
7	1	2	2	1	1	1	1
8	1	22	22	14	14	8	8
9	2	4	8	2	4	2	4
10	2	49	98	37	74	12	24
11	2	7	14	6	12	1	2
12	2	45	90	36	72	9	18
13	4	6	24	5	20	1	4
14	4	59	236	52	208	7	28
15	4	3	12	2	8	1	4
16	4	39	156	34	136	5	20
17	4	2	8	2	8	0	0
18	8	33	264	31	248	2	16
19	8	4	32	4	32	0	0
20	8	18	144	18	144	0	0
21	8	0	0	0	0	0	0
22	8	13	104	13	104	0	0
23	8	1	8	0	0	1	8
24	8	16	128	9	72	7	56
25+	20	42	840	29	580	13	260
	Totals:	387	2212	306	1748	81	464

FOREST RESOURCE CALCULATIONS

EXISTING FOREST RESOURCE POINTS = 2212 POINTS
REQUIRED FOREST RESOURCE POINT PROTECTION (25%) = 553 POINTS

PROVIDED FOREST RESOURCE POINT PROTECTION = 464 POINTS
FOREST RESOURCE PROTECTION POINTS, EXCESS STEEP SLOPE PROTECTION = 104 PTS
TOTAL FOREST RESOURCE PROTECTED POINTS = 568 POINTS

LEGEND

- EXISTING CONTOUR MINOR
- EXISTING CONTOUR MAJOR
- EXISTING WATERLINE
- EXISTING RECLAIMED WATERLINE
- EXISTING SEWER MAIN
- EXISTING OVERHEAD ELECTRIC
- EXISTING UNDERGROUND ELECTRIC
- EXISTING TELECOMM
- EXISTING STORMDRAIN
- EXISTING GAS
- EXISTING RIGHT-OF-WAY
- EXISTING PROPERTY LINE
- EXISTING PEDESTRIAN EASEMENT
- EXISTING SLOPE EASEMENT
- PROPOSED WATERLINE
- PROPOSED FIRE LINE
- PROPOSED SEWER
- PROPOSED STORMDRAIN
- PROPOSED FIRE HYDRANT
- EXISTING TREE DEMO
- EXISTING TREE PROTECTED
- FIRE DEPARTMENT CONNECTION
- PROPSOED SEWER MANHOLE
- PROPOSED CATCH BASIN
- EXISTING LIGHT POLE
- EXISTING POWER POLE
- EXISTING GUY WIRE
- EXISTING ELECTRIC BOX
- EXISTING TELEPHONE JUNCTION BOX
- EXISTING WATER VALVE
- EXISTING WATER METER BOX
- EXISTING SEWER MANHOLE
- EXISTING GAS METER
- EXISTING CATCH BASIN
- EXISTING STORMDRAIN MANHOLE
- EXISTING TREE TO REMAIN
- EXISTING TREE TO BE REMOVED
- EXISTING SIGN
- EXISTING FIRE HYDRANT
- EXISTING DRAINAGE FLOW ARROW

GRAPHIC SCALE
60 0 30 60 120
HORIZONTAL SCALE 1"= 60'

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LONE TREE RANCH

PRELIMINARY NATRUAL RESOURCE PROTECTION PLAN

Preliminary Not For Construction

DESIGNED BY:	WLB
DRAWN BY:	KK
CHECK BY:	BJ
DATE:	SEPTEMBER 2025

PROJECT NO.
317011B002

SHEET
C2.0

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Stacy Saltzburg, City Clerk

Date: 02/26/2026

Meeting Date: 03/03/2026

TITLE:

Consideration and Adoption of Resolution No. 2026-11: a resolution of the Flagstaff City Council, declaring the City of Flagstaff's commitment to supporting and advancing policies and partnerships that move the community toward the goal of becoming a Recovery-Ready Community

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2026-11 by title only
2. City Clerk reads Resolution No. 2026-11 by title only (if approved above)
3. Adopt Resolution No. 2026-11

Executive Summary:

In December 2025, Councilmember House initiated a FAIR item for the Council to consider a resolution for the City of Flagstaff to become a Recovery-Ready Community.

A recovery-ready community is a community in which systems, services, and environments are intentionally designed to support individuals and families in recovery from mental health and substance use challenges and conditions.

Recovery-ready communities reduce stigma, expand access to recovery supports, and foster long-term wellness in inclusive environments.

The attached PowerPoint presentation provides detailed information about what a recovery-ready community is and how it works.

Financial Impact:

None

Policy Impact:

There is no direct policy impact.

Previous Council Decision or Community Discussion:

None

Options and Alternatives to Recommended Action:

None

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: Res. 2026-11
Recovery-Ready Presentation

RESOLUTION NO. 2026-11

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, DECLARING THE CITY OF FLAGSTAFF'S COMMITMENT TO SUPPORTING AND ADVANCING POLICIES AND PARTNERSHIPS THAT MOVE THE COMMUNITY TOWARD THE GOAL OF BECOMING A RECOVERY-READY COMMUNITY

RECITALS:

WHEREAS, the City of Flagstaff ("City") is committed to excellence and leadership in the community, region, and state; and

WHEREAS, the City desires to lead by example through committing to human health and well-being and supporting the health, safety, and well-being of its residents, workforce, families, and visitors with policies, practices, and partnerships that reduce barriers to recovery, promote wellness- and recovery-oriented systems of care, and strengthen community resilience; and

WHEREAS, mental health and substance use conditions, and co-occurring conditions, affect individuals, families, workplaces, and communities across Flagstaff and the broader region; and

WHEREAS, recovery is a process of change through which individuals improve their health and wellness, live self-directed lives, and strive to reach their full potential; and

WHEREAS, recovery-ready communities are communities in which systems, services, and environments are intentionally designed to support individuals and families in recovery from mental health and substance use challenges and conditions; recognize that recovery is possible, common, and beneficial for both individuals and the community as a whole; and that recognize that supportive environments improve outcomes related to health, housing stability, workforce participation and economic development, and public safety; and

WHEREAS, becoming a recovery-ready community requires coordinated action across local government, recovery peers and people with lived and living experience, service providers, community-based organizations, educational institutions, employers, and community coalitions; and

WHEREAS, the Flagstaff City Council wish to declare their intent to support actions that move the City toward becoming a recovery-ready community, recognizing that this work is ongoing and adaptive in nature, and requires intentional partnership and support of organizations directly working to reduce stigma, expand access to recovery supports, and foster long-term wellness in inclusive environments.

ENACTMENTS:

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

SECTION 1. That the Flagstaff City Council hereby declare the City of Flagstaff's commitment to supporting and advancing efforts that move the community toward becoming a recovery-ready

community.

SECTION 2. That the City shall encourage City departments, boards, commissions, and partner organizations to consider recovery-ready principles in relevant policies, programs, and practices, including but not limited to workforce development, housing stability, community health, public safety, and civic engagement.

SECTION 3. That the City supports cross-sector collaboration with community partners, employers, service providers, community-based organizations, educational institutions, and individuals with lived and living experience to strengthen recovery-supportive systems and environments within Flagstaff.

SECTION 4. That the Mayor and City Council encourage all City leadership and staff to identify opportunities, as resources allow, to participate in training, learning collaboratives, or initiatives that advance recovery-ready and trauma-informed practices and community capacity.

SECTION 5. That this Resolution shall not constitute the mandating of specific programs or expenditures but shall serve as a guiding framework expressing the City's values and intent to support recovery-oriented approaches and partnerships over time.

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 3rd day of March, 2026.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY



RECOVERY-READY COMMUNITY:

A VISION FOR RESILIENCE AND WELL-BEING IN FLAGSTAFF



WHAT IS A RECOVERY-READY COMMUNITY?

A **recovery-ready community** is a community in which systems, services, and environments are intentionally designed to support individuals and families in recovery from mental health and substance use challenges and conditions.

Recovery-ready communities **reduce stigma**, expand access to **recovery supports**, and **foster long-term wellness** in inclusive environments.

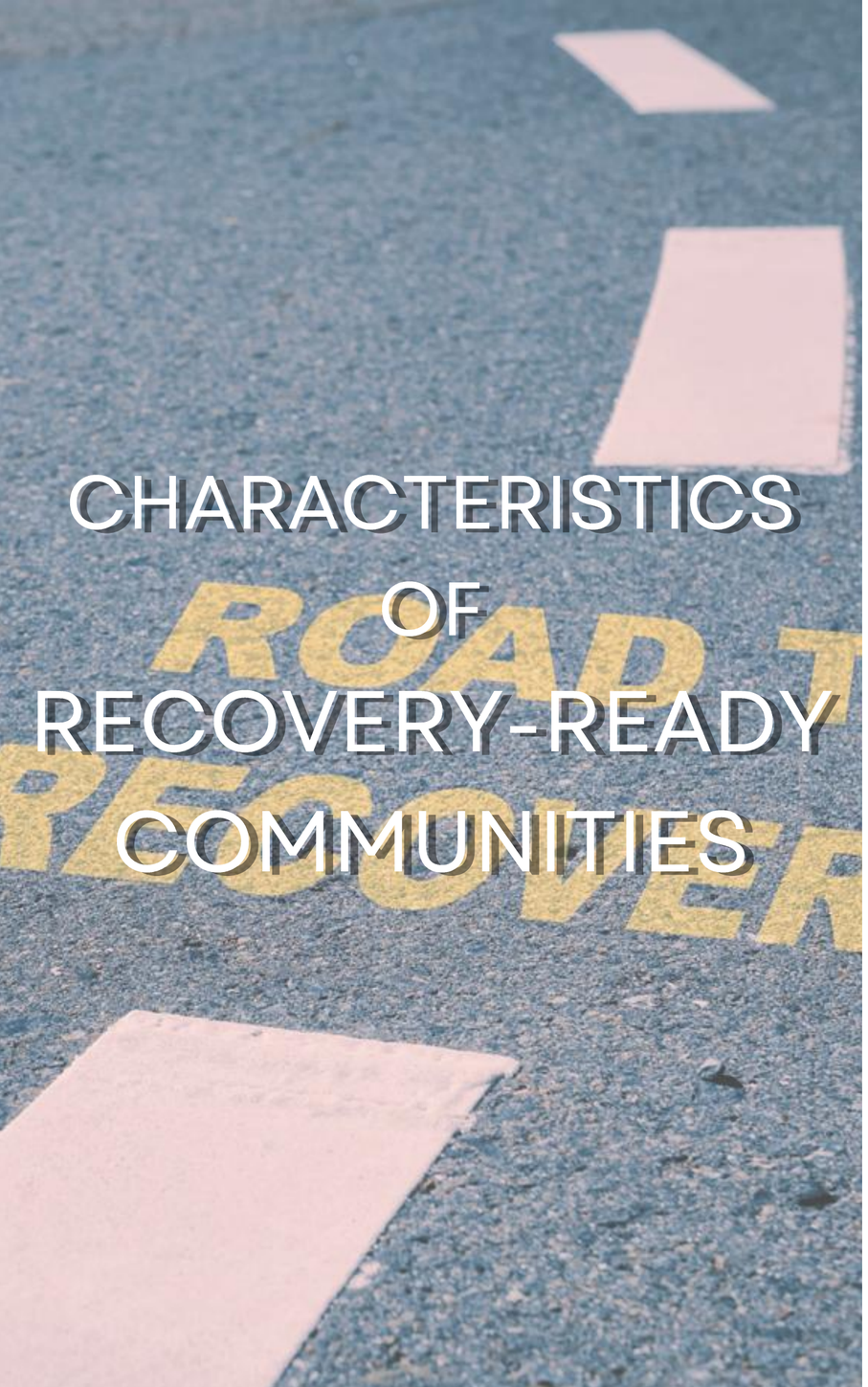
RECOVERY-READY COMMUNITY MATTERS FOR FLAGSTAFF



- Even before the COVID-19 pandemic, communities like and including Flagstaff have seen **rising mental health and substance use challenges** across all demographics
- In alignment with Flagstaff's mission, we can recognize that **recovery impacts everyone**, including all sectors of our community
- Strengthening recovery **improves community resilience** in fiscally responsible ways
- Recovery-communities align with Flagstaff's broader goals of social equity, housing stability, environmental resilience, public health, economic development, and more

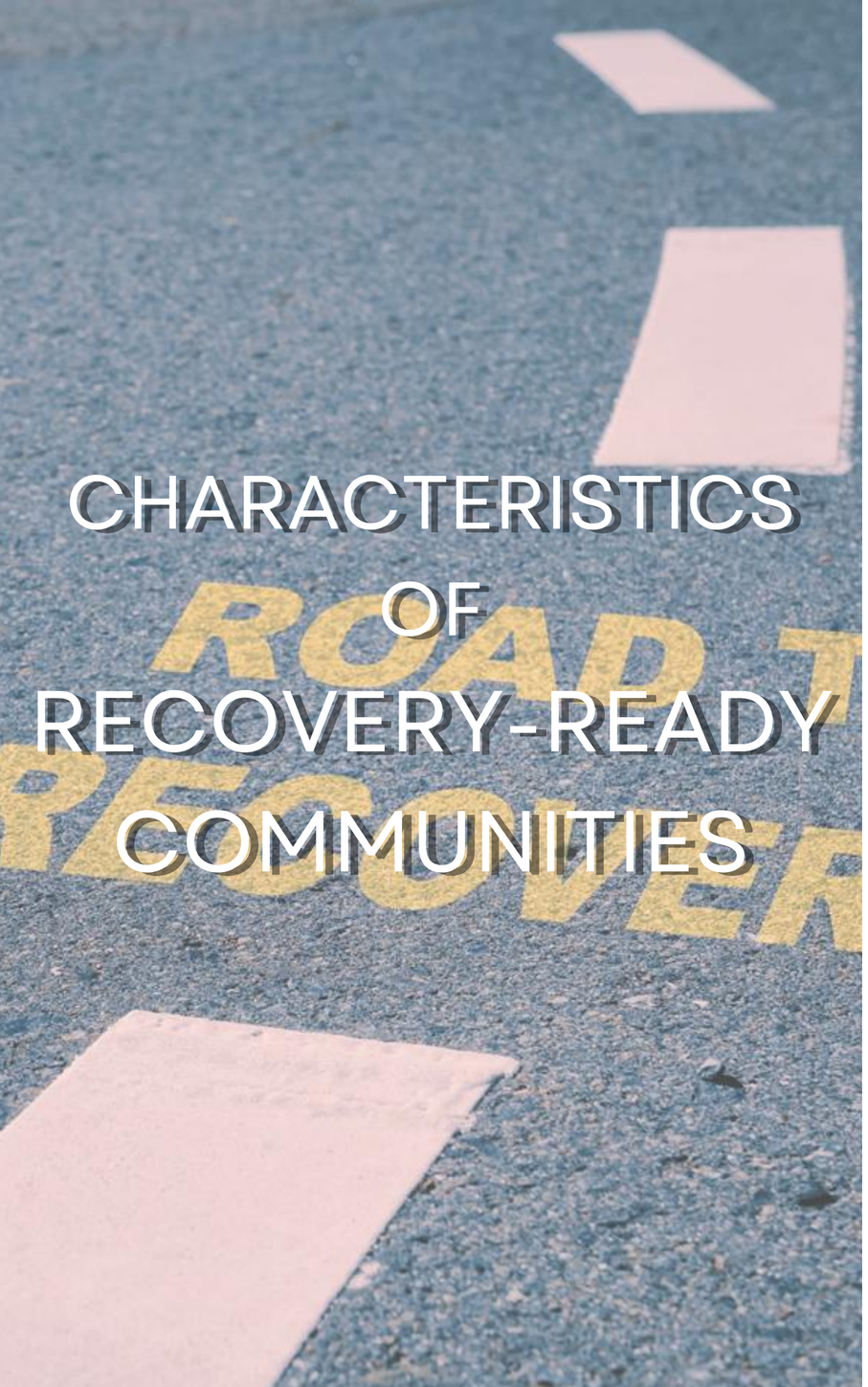
KEY PILLARS OF RECOVERY-READY COMMUNITIES

- Prevention and early intervention
- Access to treatment and recovery supports
- Community-based resources and supports
- Stable housing and employment pathways
- Inclusive policies and community education
- Compassionate and inclusive community culture
- Creating and sustaining opportunities aligned with the pillars of recovery (health, home, community, and purpose)



CHARACTERISTICS OF RECOVERY-READY COMMUNITIES

- Recovery is **endorsed by local government leadership** as a public priority
- Behavioral health, housing, workforce, and criminal justice systems are **integrated** and **collaborating**
- The community engages in **community-wide education** to reduce stigma and promote seeking support



CHARACTERISTICS OF RECOVERY-READY COMMUNITIES

- Communities provide **safe spaces** and **supportive housing**, including recovery housing, transitional and permanent housing options, peer respites, etc.

- Communities invest in **peer and family support** including peer workforces and lived experience leadership

- Data is tracked to maintain accountability at the community level for **outcomes**, **gaps**, and **equity** in recovery access and overall community wellness

COMMUNITY BENEFITS FOR FLAGSTAFF



- Improved public safety
- Increased housing stability
- Reduced strain on emergency services and shelters
- Stronger workforce participation and economic engagement
- Healthier families
- Supported youth and strengthened youth outcomes
- Visible community leadership in one of today’s most urgent public concerns

A VISION FOR RECOVERY-READY COMMUNITY IN FLAGSTAFF



- A city-supported resolution to express commitment to being a recovery-ready community
- Partnership with local providers, organizations, and service agencies
- Expand housing strategies to support recovery housing options aligned with zoning and affordability goals
- Participation and collaboration on cross-sector roundtables on recovery inclusion in Flagstaff’s workforce and housing
- Continued training for city staff on trauma-informed practices

RECOVERY-READY FLAGSTAFF: FIRST STEPS



- Conduct a community assessment or needs scan through a partner organization
- Host a recovery stakeholder roundtable
- Build an interagency/cross-agency think group or workgroup to explore what recovery-readiness means for Flagstaff

RECOVERY-READY FLAGSTAFF: FIRST STEPS (cont.)



- Utilize organization leaders and/or the workgroup to identify current strengths and gaps in recovery housing, workforce supports, and other local collaborations

- Consider engaging a state or national technical assistance partner

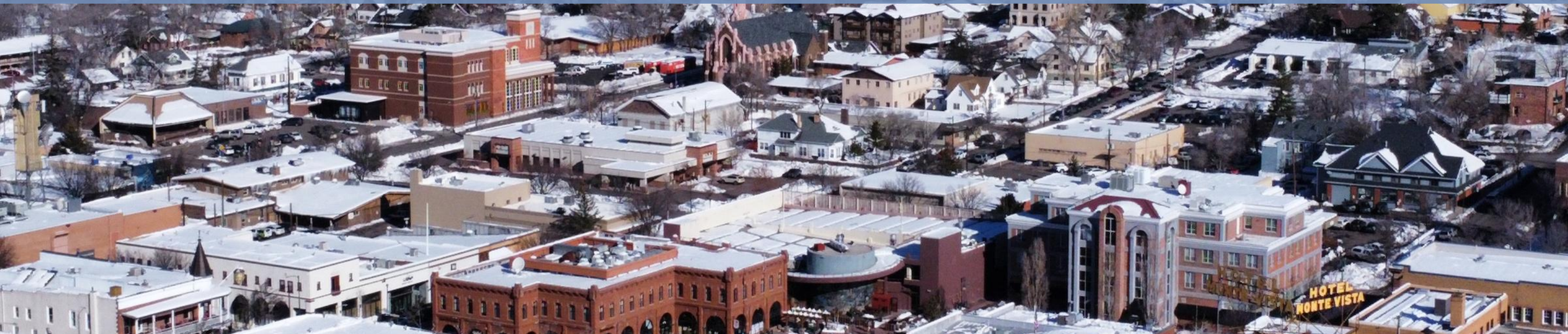
- Support a resolution emphasizing Flagstaff's commitment to recovery and community wellness



LET'S CREATE A FLAGSTAFF WHERE RECOVERY LIVES!

RECOVERY IS POSSIBLE ... AND IT IS POWERFUL. LET'S HELP FLAGSTAFF LEAD THE WAY IN CREATING PATHWAYS FOR PEOPLE TO THRIVE.

QUESTIONS?



CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Stacy Saltzburg, City Clerk

Co-Submitter: Joanne Keene

Date: 02/26/2026

Meeting Date: 03/03/2026

TITLE

Discussion about City protocols for interacting with Federal agencies

STAFF RECOMMENDED ACTION:

Presentation and discussion only.

Executive Summary:

City Council and community members have shared their growing concern about how potential actions by federal agencies could impact residents and city operations. In this presentation, the City Manager's office will present protocols for City staff if federal agencies visit a City facility. Along with the protocols, employees will also receive training.

Staff will also present a proposed City Manager directive that outlines the process for requesting the use of City property from partner government and non-profit agencies.

Information:

A presentation will be attached prior to the Council meeting.

Attachments: Presentation
Directive
Employee Notice



Protocols for Interactions with Federal Agencies

March 3. 2026

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TEAM FLAGSTAFF

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Items for Discussion Today

- Review City Role in Immigration Enforcement
- Process for Reporting Issues of Concern
  - Review Online Reporting Website
- Protocols for City Facilities
  - Training of City Staff
- Use of City Property
  - Proposal for City Manager Directive Language

City's Role in Immigration Enforcement

What is the PD's Role in Immigration Enforcement?

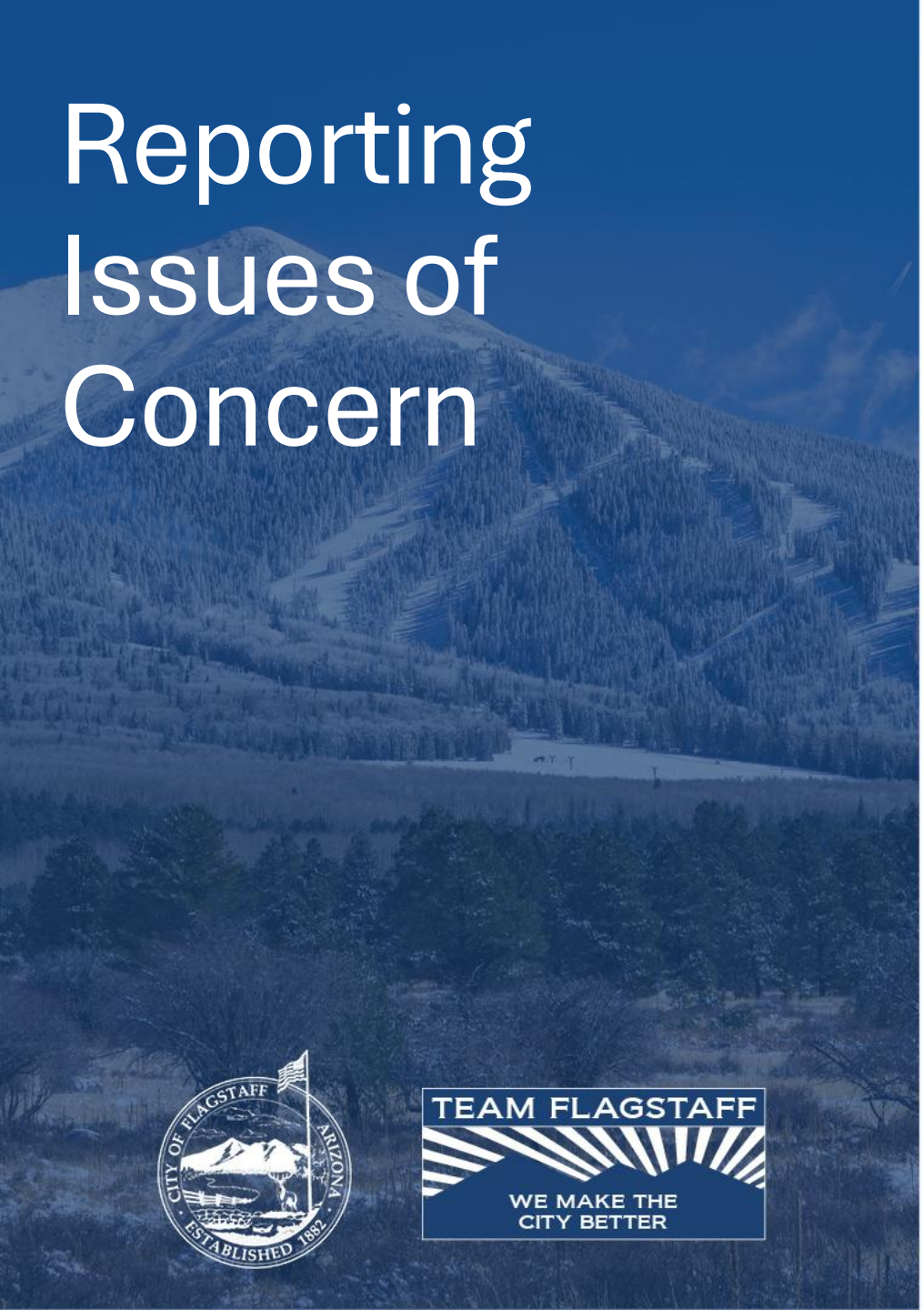
- The Flagstaff Police Department does not enforce federal immigration laws.
- The Flagstaff Police Department is required to comply with all state laws including A.R.S. Section 11-1051 (commonly known as SB1070). This law requires officers to verify immigration status of individuals who are lawfully stopped, detained, or arrested when the officers develop reasonable suspicion to believe a person is in the United States illegally.
- The Flagstaff Police Department's role is to keep the community safe.

Reporting Issues of Concern

What do I do if I see ICE in the community?

- Do not interfere with the operation to protect your own safety, stay at a safe distance, and remain calm.
- If you believe ICE has acted inappropriately you can contact local law enforcement and make a report of your concerns. The Flagstaff Police Department can document those concerns and send that information to appropriate oversight agencies for further investigation.

Reporting Issues of Concern



TEAM FLAGSTAFF
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Report Non-Emergency ICE Activity

To date, there have been no known ICE operations in Flagstaff. If you believe that you have seen ICE in Flagstaff and have concerns, you can use this form to report non-emergency ICE sightings or activities.

Any reports submitted will be reviewed and investigated by the Flagstaff Police Department. The Flagstaff Police Department does not enforce federal immigration laws, nor does it participate in or assist with ICE operations.

If someone is in immediate danger, please call 911

Describe the ICE activity that you saw Required

When did this occur? Required

Where did this occur? Required

Upload any relevant photos or files

Choose file...

Allowed file types: **pdf,doc,docx,txt,xls,xlsx,rtf,png,gif,jpg,jpeg** Size limit: **1.00 MB**

Do you want to be contacted about this report?

If yes, Flagstaff Police may reach out for additional details or to provide follow up information after their investigation.

- ○ Yes
- ○ No, I want to remain anonyomous

Protocols for Interactions with Federal Agencies

TEAM FLAGSTAFF

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EMPLOYEE NOTICE

The City of Flagstaff is sharing the following information to ensure employees understand how to respond if federal law enforcement personnel visit a City workplace. The City of Flagstaff has no indication that agencies such as Immigration and Customs Enforcement (ICE) will be present at City facilities; however, employees are asked to review this guidance in advance so they are prepared. This information applies to all City of Flagstaff employees and contractors working in City facilities.

Greet Federal Law Enforcement Agent(s)	Meet the federal law enforcement agent(s) where visitors enter the building. Request the agent(s) provide their name, agency name, badge number and the reason for their visit. Federal agent(s) are subject to the same protocols for reception and monitoring as other visiting members of the Public unless and until a valid judicial warrant or court order authorizes entry beyond public areas. Do not respond to inquiry by an agent(s) to confirm if the named individual(s) is a staff member or if they are in the building. The agent(s) should not speak to or interview any staff members at this point.
Potential Script for Contacted Employees	"I want to be as helpful and cooperative as I can with any lawful orders. My instructions require me to quickly get a copy of your warrant and any paperwork you have, as well as your full credentials including name, agency, and badge number. I will share this information with my supervisor who will quickly consult with attorneys in order to comply with your request as soon as possible."
Document the interaction	Keep notes of the name, agency name, badge number, reason for visit, and who you contact.
Notify Leadership	Contact the supervisor on duty and the Division Director. The Division Director will notify the City Manager's office and the City Attorney's office. The information obtained should not be shared with other employees or visitors.
Obtain documentation	Request the agent(s) provide the paperwork and/or warrant(s). If you are not provided a copy of the paperwork, make a copy for the City Attorney's office.
Escort to private area	The supervisor will request the agent(s) follow them to a more private space (e.g., private office or conference room) while they make copies of the paperwork and review it with the City Attorney's office. If the agent(s) refuse to move to a more private space, ask them to remain there until you return.
Update the interaction document	Add to your notes additional interactions you had with the agent(s), if the agent(s) refused to move to the private space, anyone involved, and the outreach to the City Attorney's office.
Await directions	The City Attorney's office will review the paperwork for validity. Await further direction.

Protocols for Interactions with Federal Agencies

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Protocols for Interactions with Federal Agencies

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Await directions	The City Attorney's office will review the paperwork for validity. Await further direction.

Partner Entity Use of City Property

Clarifying Process for Partner Entity Requests

- Requests made through City Manager and Mayor

"Requests from partner government and non-profit agencies (e.g., FEMA, Arizona Department of Public Safety, Red Cross, U.S. Forest Service, etc.) to use City property to conduct their operations will be made through the City Manager's Office and will only be approved when the City Manager determines that the use furthers the interests of the City. A request furthers the interests of the City when it aligns with City goals and priorities and does not create unreasonable disruptions to City operations or present an unreasonable danger to the public health or safety.

When an emergency has been declared by the Mayor, requests may be made through the Mayor and will be approved or denied based on the same standards outlined above."

Partner Entity Use of City Property

Sharing Guidance With Partners and Community

- City Manager Directive outlining process for temporary use of City property.
  - Emergency response.
- Will also be added to FAQs in document outlining protocols for City staff.



Questions?

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TEAM FLAGSTAFF

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CITY OF FLAGSTAFF

City Manager Directive #2026-XX

Title: **Use of City Property by Partner Government and Non-Profit Entities**

Effective: March XX, 2026 **Revision:**

Contact: City Manager's Office (928-714-6094)

I. PURPOSE

The City of Flagstaff ("City") is committed to collaborating with partner government and non-profit entities when necessary to further City goals and priorities, especially when responding to a natural disaster or other emergency. When partner entities assist in responding to a natural disaster or emergency, they often need to use City real property and facilities to stage their response and assistance to the community. The City Manager has developed this directive to clarify the process our partners must follow when the use of City property or facilities is requested.

II. APPLICABILITY

This directive is applicable to any request made by a partner government or non-profit entity to use City real property and facilities to carry out its mission and operations in the City of Flagstaff. For example, this directive would apply to a request from the Red Cross to use a City facility to serve as a shelter for residents displaced after a natural disaster. This policy is not applicable to City operations performed jointly or with the assistance of a partner agency or entity, such as the Flagstaff Fire Department conducting a controlled burn in the community with the assistance of the U.S. Forest Service.

III. GUIDANCE AND PROCEDURES

Requests from partner government and non-profit agencies (e.g., FEMA, Arizona Department of Public Safety, Red Cross, U.S. Forest Service, etc.) to use City property to conduct their operations will be made through the City Manager's Office and will only be approved when the City Manager determines that the use furthers the interests of the City. A request furthers the interests of the City when it aligns with City goals and priorities and does not create unreasonable disruptions to City operations or present an unreasonable danger to the public health or safety.

When an emergency has been declared by the Mayor, requests may be made through the Mayor and will be approved or denied based on the same standards outlined above.

The Property Use Agreement attached hereto as Exhibit 1 must be submitted with each request and executed by the City Manager or Mayor prior to a partner entity's use of City property.

By: _____
Joanne Keene, City Manager

Dated: _____

EMPLOYEE NOTICE

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Await directions	The City Attorney's office will review the paperwork for validity. Await further direction.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Georganna Staskey, Deputy City Clerk

Date: 02/26/2026

Meeting Date: 03/03/2026

TITLE

Future Agenda Item Request (F.A.I.R.): A Citizen Petition titled "Prohibit ICE from operating on City owned property."

STAFF RECOMMENDED ACTION:

Council Direction

Executive Summary:

In accordance with Art. II, Sect. 17 of the Flagstaff City Charter, any citizen may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City who shall present it to the Council at its next regular meeting. The attached petition was filed with the City Clerk's Office on February 6, 2026, requesting "Prohibit ICE from operating on City owned property."

Information:

None

Attachments: Petition #2026-03

RECEIVED
FEB 06 2026
BY:
HAND DELIVERED

PETITION TO FLAGSTAFF CITY COUNCIL

Pursuant to Flagstaff City Charter Article II Section 17
and Flagstaff City Code Title I Chapter 12

Pursuant to the Flagstaff City Charter and the City Code, any citizen (resident) of the City may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City of Flagstaff, which shall be presented to the City Council.

Title of Issue: Prohibit ICE from operating on City property

Action Requested: We are requesting that Flagstaff City Council adopt an ordinance that would prohibit federal immigration officers (ICE) from using city-owned, leased, managed, or controlled property - including parks, libraries, vacant land, parking lots, ramps, garages, buildings, etc. for staging, processing, or operation bases for civil immigration enforcement operations without a valid judicial warrant. (details attached)

Printed Name of Submitter: Alec Overmann

(Submitter must also sign below and complete information)

Contact Information: [redacted]

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
1/28/26	Sarah Jablon	[redacted]	
1/28/26	Marie Wood	[redacted]	
1/28/26	Bianca Gonzalez		
1/28/26	Kathleen Kavanagh		
1/28/26	Beck Maska		
1/28/26	Susan Shapiro		
1/31/26	Audrey Taylor		
1/31/26	Gweer Hanson		
1/31/26	Jurnee Archibeque		

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	**BY**	**COUNCIL MEETING DATE**
2/6/2026	Georgana Stokey	March 3, 2026

PETITION TO FLAGSTAFF CITY COUNCIL (Continued)

Title of Issue: Prohibit ICE from operating on City property

PAGE _____ OF _____

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
1-24-26	Joseph P. Chatelain	[redacted]	
1/24/26	Crystal Diaz		
1/24/26	Alec Overmann		
1/28/26	EVA PUTZOVA		
1/28/26	Sam Wiley		
1/28/26	Rachel Pavetta		
1/28/26	Trevor Faske		
1/28/26	Mary Roof		
1/28/26	Beckates		
1/28/26	Isabella Cass		
1/28/26	Jeremy Vandenberg		
1/28/26	Jenna C. Kittle		
1/28/26	Zoe S. Goodman		

PETITION TO FLAGSTAFF CITY COUNCIL (Continued)

Title of Issue: Prohibit ICE from operating on City property

PAGE _____ OF _____

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
1-28-26	Judy Logan	[redacted]	Judy Logan
1/28/26	Myrna Rodriguez Carter		
1-28-26	Ignacia Vaiza		
1-31-26	Melissa Crawley		
1/31/26	Isabella Bais		

PETITION TO FLAGSTAFF CITY COUNCIL (Continued)

Title of Issue: Prohibit ICE from operating on City property

PAGE _____ OF _____

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
1/28/26	GANAPATHY THOMAS	[redacted]	
1/28/26	Christine Trimmingham		
1/28/26	Jacqueline Thomas		
1/31/26	Ashlyn Lythgoe		
1/31/26	Kelly Anderson		
1/31/26	[redacted] ARYAANA KHAN		
1/31/26	SABRINA HERSEY		
1/31/26	Leah Katz		
1/31/26	Kaya DeAngelis		
1/31/26	SYDNEY NIEMINEN		
1/31/26	ANONA JOHNSON		
1/31/26	Kezia Desjardins		
1/31/26	Bear McClusicle		
1/31/26	BOB TURES		
1/31/26	Avalon Lewis		
1/31/26	Camila Zapata		
1/31/26	Shiomara Aguirre		
1/31/26	Anngie Ramirez		
1/31/26	Gabriela Bernusconi		
1/31/26	Patricia Dennis		
1/31/2026	Elizabeth Sutherland		
1/31/2026	Mikayla Erkins		
1/31/2026	Michael Glover		

PETITION TO FLAGSTAFF CITY COUNCIL (Continued)

Title of Issue: Prohibit ICE from operating on City property

PAGE _____ OF _____

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
1/28/26	Ruth P. Tilman	[redacted]	Ruth P. Tilman
1/29/26	CHARIOTTE NEY		Charlotte Ney
1/28/26	Aaron Wells		
1/28/26	Felecia Amundson		
1/28/26	Kip Tuser		
1/28/26	Miles Purcell		M.C. Purcell
1-31-26	hodger Scurlock		H. Scurlock
1-31-26	Remy schmitz		
1/31/26	Aubrey Ahmanson		
1/31/26	Jessica Worger		
1/31/26	Steve Weishar		
1/31/26	Susan Rose		
1/31/26	Kelley Horn		
1/31/26	KAYVON KHOSROWPOUR		
1/31/26	Hailey Ahlemeier		
1/31/26	Joe Hernandez		
1/31/26	Kate Minker		
1/31/26	Frank Pelton		
1/31/26	Marilou Neigh		
1/31/26	Maggie Huntington		
1/31/26	Kevin White		Kevin White
1/31/26	Michael Doak		
1.31.26	Madison Hoffa		

PETITION TO FLAGSTAFF CITY COUNCIL

Pursuant to Flagstaff City Charter Article II Section 17
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Printed Name of Submitter: Alec Overmann

(Submitter must also sign below and complete information)

Contact Information: [redacted]

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
1-24-26	Dalan R Simmons	[redacted]	
1-24-26	Adam D. Simmons		
1-24-26	Arika Molitor		
1.24.26	JORDAN TRUBAKOFF		
1-24-26	Corina Roche-Baron		
1/24/26	Wesley Roche-Baron		
1/24/26	KYLE EDWARDS		
1/24/26	Nina Hoover		
1/24/26	Emily Manne-Nicholas		

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	**BY**	**COUNCIL MEETING DATE**

02/2016

PETITION TO FLAGSTAFF CITY COUNCIL

Pursuant to Flagstaff City Charter Article II Section 17
and Flagstaff City Code Title I Chapter 12

Pursuant to the Flagstaff City Charter and the City Code, any citizen (resident) of the City may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City of Flagstaff, which shall be presented to the City Council.

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Printed Name of Submitter: Alec Overmann

(Submitter must also sign below and complete information)

Contact Information: [redacted]

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
1/28	Hayden G. Davis	[redacted]	
1/28	Ilona VanHoften		
1/31	Lisa Doskocil		
1/31	Jonna Peterson		
1/31	Gwendolyn Waring		
1/31	Paul Galloway		
1/31/26	Max Galloway		
1/31/26	Izaac Adams		
1/31/26	Peggy Sheldon-Sherlock		

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	**BY**	**COUNCIL MEETING DATE**

PETITION TO FLAGSTAFF CITY COUNCIL

Pursuant to Flagstaff City Charter Article II Section 17
and Flagstaff City Code Title I Chapter 12

Pursuant to the Flagstaff City Charter and the City Code, any citizen (resident) of the City may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City of Flagstaff, which shall be presented to the City Council.

Title of Issue: Prohibit ICE from operating on City property

Action Requested: We are requesting that Flagstaff City Council adopt an ordinance that would prohibit federal immigration officers (ICE) from using city-owned, leased, managed, or controlled property - including parks, libraries, vacant land, parking lots, ramps, garages, buildings, etc. for staging, processing, or operation bases for civil immigration enforcement operations without a valid judicial warrant. (details attached)

Printed Name of Submitter: Alec Overmann

(Submitter must also sign below and complete information)

Contact Information: [redacted]

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
01/28/2026	Julia Tatum	[redacted]	
1-28-26	Dunya Cope		
1.31.26	Connor Sullivan		
1/31/26	Alondra Siqueiros		
1/31/26	Yesseinia Vasquez		
1/31/26	Marisela Siqueiras		
1/31/26	Claire Wagoner		
1/31/26	Theo Doskocil		
1/31/26	Lynn Bistarou		

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	**BY**	**COUNCIL MEETING DATE**

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Printed Name of Submitter: Alec Overmann

(Submitter must also sign below and complete information)

Contact Information: [redacted]

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
2-2-26	Lori Pearlmutter	[redacted]	
2-2-26	Bonnie Middleton		
2-2-26	Aaron Ross		
2.2.26	Sara Aleman		
2-2-26	Laura Doll		
2/2/26	Elaine Cambou		
2/2/26	BERTRAND CAMBOU		
2/2/26	MARCIA RICHARDS		
2/2/26	Landi Morris		

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	**BY**	**COUNCIL MEETING DATE**

PETITION TO FLAGSTAFF CITY COUNCIL (Continued)

Title of Issue: Prohibit ICE from operating on City property

PAGE _____OF_____

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
2 Feb 2026	Bethany Williams	[redacted]	B Williams

02/2016

PETITION TO FLAGSTAFF CITY COUNCIL

Pursuant to Flagstaff City Charter Article II Section 17
and Flagstaff City Code Title I Chapter 12

Pursuant to the Flagstaff City Charter and the City Code, any citizen (resident) of the City may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City of Flagstaff, which shall be presented to the City Council.

Title of Issue: Prohibit ICE from operating on City property

Action Requested: We are requesting that Flagstaff City Council adopt an ordinance that would prohibit federal immigration officers (ICE) from using city-owned, leased, managed, or controlled property - including parks, libraries, vacant land, parking lots, ramps, garages, buildings, etc. for staging, processing, or operation bases for civil immigration enforcement operations without a valid judicial warrant. (details attached)

Printed Name of Submitter: Alec Overmann

(Submitter must also sign below and complete information)

Contact Information: [redacted]

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
1/28/26	Catherine Waters	[redacted]	
1/28/26	Ariana Espino		
1/28/26	Kaya Trepp		
1/28/26	NADIA DEL CALLEJO		
1/28/26	Malia Lewis		
1.28.26	Geoffrey Whittaker		

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	**BY**	**COUNCIL MEETING DATE**

02/2016

PETITION TO FLAGSTAFF CITY COUNCIL (Continued)

Title of Issue: Prohibit ICE from operating on City property

Further Details:

The purpose of this ordinance is to prevent federal agents from using city-owned property as a base for civil immigration raids. Doing so protects our immigrant communities and ensures that our public spaces remain accessible for community use. ICE-Free zone ordinances have already been adopted and implemented in multiple cities, big and small, throughout the nation, including Minneapolis; Berkeley and Los Angeles, CA; Albuquerque; Denver; Chicago and Aurora, IL; Jersey City and Hoboken, NJ; New York City; Seattle; and Providence, RI. There is no Arizona state law that prohibits cities from adopting an ordinance like this; the Tucson City Council has directed staff to draft an ordinance to prohibit ICE from operating on city property.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Georganna Staskey, Deputy City Clerk

Date: 02/26/2026

Meeting Date: 03/03/2026

TITLE

Future Agenda Item Request (F.A.I.R.): A Citizen Petition titled "Clarification on the Flagstaff Police Department January 24th Statement."

STAFF RECOMMENDED ACTION:

Council Direction

Executive Summary:

In accordance with Art. II, Sect. 17 of the Flagstaff City Charter, any citizen may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City who shall present it to the Council at its next regular meeting. The attached petition was filed with the City Clerk's Office on February 12, 2026, requesting "Clarification on the Flagstaff Police Department January 24th Statement."

Information:

None

Attachments: Petition #2026-04

RECEIVED
FEB 12 2026
BY:
HAND DELIVERED

PETITION TO FLAGSTAFF CITY COUNCIL

Pursuant to Flagstaff City Charter Article II Section 17
and Flagstaff City Code Title I Chapter 12

Pursuant to the Flagstaff City Charter and the City Code, any citizen (resident) of the City may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City of Flagstaff, which shall be presented to the City Council.

Title of Issue: Clarification of Flagstaff Police Department January 24th Statement

Action Requested: On January 24th, FPD released a statement, which included a note that FPD "cannot interfere with or prevent lawful federal activities". We have repeatedly seen federal immigration officials act unlawfully. Will FPD interfere with or hold accountable federal officials who violate federal law?

Printed Name of Submitter: Kevin White

(Submitter must also sign below and complete information)

Contact Information: [redacted]

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
01/31/26	Kevin White	[redacted]	Kevin White
01/31/26	Mars Purcell		M.C. Purcell
01/31/26	Aaron Dickinson		
1/31/26	~~Rick~~		
1/31/26	Jake Swanson		
1/31/26	Ruth Porter Tilman		Ruth Porter Tilman
1/31/26	Shadow knoles		Shadow
1/31/26	Mikayla Erkins		Mikayla E.
1/31/26	Hailey Akkerman		
1/31/26	Joe Hernandez		

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	**BY**	**COUNCIL MEETING DATE**
2/12/26	Georganna Stookey	3/3/2026

PETITION TO FLAGSTAFF CITY COUNCIL (Continued)

TITLE OF ISSUE: Clarification of Flagstaff Police Department January 24th Statement **PAGE** 2 **OF** 4

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
1/31/26	Devon Ambler	[redacted]	
1/31/26	Jordan Hazen		
1/31/26	Vivienne Allen		
1/31/26	Maggie Huntington		
1/31/26	Claire Wagoner		
1/31/26	Miguel Soteo		
1/31/26	Samuel Butler		
1/31/2026	Carson Redmon		
1/31/26	Laura Sabourin		
1/31/2026	Amanda Carmain		
1/31/2026	Dustin Dienno		
1/31/2026	Adrianne Dienno		
1/31/2026	Michael Taylor		
1.31.26	Laura Taylor		
1-31-2026	Elizabeth Sutherland		
1/31/26	Alexa Mulcahey		
1/31/26	Alec Overmann		
1/31/26	Remy Schultz		
1/31/26	Aubrey Ammerman		
1/31/26	Paige Yeakle		
1/31/26	Max Galloway		
1/31/26	Isaac Adams		
1/31/26	Paul Galloway		

PETITION TO FLAGSTAFF CITY COUNCIL (Continued)

TITLE OF ISSUE: Clarification of Flagstaff Police Department January 24th Statement **PAGE** 3 **OF** 4

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
1/31/26	Bonita Smitala	[redacted]	
1/31/26	ANN Cooley		N. Ann Cooley
1/31/26	Jo-Anne Lyndon		Jo-anne Lyndon
1/31/26	Gabriela Bernasconi		
1/31/26	Patricia Dennis		
1/31/26	Audrey Taylor		
1/31/26	Juvilee Archibeque		
1/31/26	Greer Hanson		Greer Hanson
1/31/26	Tamara Hanson		
1/31/26	Conner Sullivan		
1/31/26	Bear Mckusick		
1/31/26	BOB TYRES		Cody Bob Tyres
1/31/26	Sarah Lee		
01/31/26	Maunann Rhodes		
01/31/26	Brandi Rhodes		
1/31/26	Stacy Pinkston		
1-31-26	Karen London		Karen B. London
1/31/2026	Richard Hofstetter		
1/31/26	Lisa Doskocil		
1/31/26	Sebastian Lozano		
1/31/26	Nathaniel Bransky		
1/31/2026	Matthew Hall		
1/31/26	Marilou Wright		

PETITION TO FLAGSTAFF CITY COUNCIL (Continued)

TITLE OF ISSUE: Clarification of Flagstaff Police Department January 24th Statement **PAGE** 4 **OF** 4

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
1/31/26	Susan Rose	[redacted]	
1.31.26	STAN BARRERAS		
1/31/26	NORA TIMMERMAN		
1/31/26	SYDNEY NIEMINEN		
1/31/26	Katherine Minker		
1/31/26	Craig Hitch Ariel		
1/31/26	ZOE SCANLON		
1/31/26	EMILY JOHNSON		
1/31/26	Katelin Lawrence		
1/31/26	Steve Zavodnyik		
1/31/26	Isabella Bais		
1/31/26	Melissa Crawley		
1/31/26	Michael Glover		
1/31/26	Claire Wagoner		