AMENDED

CITY COUNCIL REGULAR MEETING AGENDA

REGULAR COUNCIL MEETING
TUESDAY
OCTOBER 6, 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)

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**.

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 HOUSE
COUNCILMEMBER MATTHEWS
COUNCILMEMBER SPENCE

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

MISSION STATEMENT

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

LAND ACKNOWLEDGEMENT

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

4. OPEN CALL TO THE PUBLIC

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

comments will be held until the second Open Call to the Public.

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

5. PROCLAMATIONS AND RECOGNITIONS

A. Proclamation: Customer Service Representatives Week

STAFF RECOMMENDED ACTION:

Read and present the Proclamation.

B. Proclamation: Week Without Driving in Flagstaff

STAFF RECOMMENDED ACTION:

Read and present the Proclamation.

C. Proclamation: Indigenous Peoples' Day

STAFF RECOMMENDED ACTION:

Read and present the Proclamation.

6. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

A. Consideration and Approval of Minutes: City Council Regular Meeting of August 25, 2026, City Council Work Session of September 8, 2026.

STAFF RECOMMENDED ACTION:

Approve the minutes of the City Council Regular Meeting of August 25, 2026, City Council Work Session of September 8, 2026.

7. ~~APPOINTMENTS~~

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

A. ~~**Consideration of Appointments:** Housing Commission~~

STAFF RECOMMENDED ACTION:

1. ~~Councilmember Matthews to make one appointment to a Building and Real Estate Professional-Developer.~~
2. ~~Councilmember Spence to make one appointment to a Building and Real Estate Professional-Property Management.~~
3. ~~Mayor Daggett to make one appointment to the Community Representative Position.~~
4. ~~Vice Mayor Sweet to make one appointment to the Community Representative Position.~~
5. ~~Councilmember Aslan to make one appointment to the Community Representative Position.~~

8. COUNCIL LIAISON REPORTS

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: Approve the Contract with Goodfellow Corporation for the purchase of (1) New Astec GT205S 2 Deck Mobile Screening plant in the amount of $494,295.66, including all applicable taxes.

STAFF RECOMMENDED ACTION:

1. Approve the contract for the purchase of (1) Astec GT205S Two-Deck Mobile Incline Screening Plant from Goodfellow Corporation and
2. Authorize the City Manager to execute the necessary documents.

B. Consideration and Approval of Contract: Loan Documents with Lone Tree Ranch, LP related to a $1,650,000 loan for development of affordable housing units

STAFF RECOMMENDED ACTION:

1. Approve loan documents related to a loan of $1,650,000 to Lone Tree Ranch, LP for affordable housing rental units, using Rental Incentive Bond Program (RIBP) funds; and
2. Authorize the City Attorney to approve nominal changes to the documents if required for consistency; and
3. Authorize the City Manager to execute the final loan documents, consisting of (a) Funding Agreement, (b) Promissory Note, (c) Deed of Trust, (d) Declaration of Restrictive Covenants.

C. Consideration and Approval of Contract: Ratify Grant Agreement between the City of Flagstaff and the U.S. Department of Transportation, Federal Aviation Administration (FAA) for the construction of a Snow Removal Equipment Building (SREB) - Phase 3.

STAFF RECOMMENDED ACTION:

Ratify the Grant Agreement with the Federal Aviation Administration for the Airport Snow Removal Equipment Building Phase 3 for grant funds in the amount of $3,874,297.

D. Consideration and Approval of Change Order: Approve the Change Order #2 for the Library Window Replacement Project.

STAFF RECOMMENDED ACTION:

1. Approve Change Order #2 with Loven Contracting for additional services requested by the City of Flagstaff.
2. Authorize the City Manager to execute the necessary documents.

E. Consideration and Approval of Contract: City of Flagstaff, Flagstaff Police Department and Virtra, Inc for a three-year subscription agreement for STEP Training Simulator services in the amount not to exceed $354,121.

STAFF RECOMMENDED ACTION:

1. Approve the 3-year STEP subscription contract with Virtra in the amount not to exceed $354,121
2. Authorize the City Manager to execute all necessary documents

10. ROUTINE ITEMS

A. Consideration and possible action regarding Executive Session of October 6, 2026.

RECOMMENDED ACTION:

Direct and authorize the City Attorney and/or designated city representative to proceed as discussed in the Executive Session of October 6, 2026, items 5Ai and 5Bi.

B. American Public Works Association Accredation Review Team Introduction

Introduce the American Public Works Association Accreditation team that is evaluating the Public Works division.

C. Consideration and Approval of Contract: Inner Basin Waterline Roadway and Critical Water Infrastructure Project

STAFF RECOMMENDED ACTION:

1.Approve the cooperative contract for Waterline Road repair and critical water infrastructure work with Hunter Contracting Co. for $958,643.39 and 60 calendar days; and
2. Authorize the City Manager to execute the necessary documents.

D. Consideration and Adoption of Resolution No. 2026-46 and Ordinance No. 2026-20: A Resolution of the City Council of the City of Flagstaff, Coconino County, Arizona, declaring as a public record that certain document filed with the City Clerk, entitled "PZ-25-00200 - Planned Community (PC) Zone" and an Ordinance of the City Council of the City of Flagstaff, Coconino County, Arizona, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code.

STAFF RECOMMENDED ACTION:

1. Adopt Resolution No. 2026-46
2. Read Ordinance No. 2026-20 by title only for the final time
3. City Clerk reads Ordinance No. 2026-20 by title only (if approved above)
4. Adopt Ordinance No. 2026-20

E. Consideration and Adoption of Resolution No. 2026-47 and Ordinance No. 2026-24: A resolution declaring as a public record *"The 2024 Suite of Building and Fire Codes and Related Amendments to Flagstaff City Code, Title 4, Building Regulations, and Title 5, Fire Code"* and an ordinance adopting *"The 2024 Suite of Building and Fire Codes and Related Amendments to Flagstaff City Code, Title 4, Building Regulations, and Title 5, Fire Code."*

STAFF RECOMMENDED ACTION:

1. Adopt Resolution No. 2026-47
2. Read Ordinance No. 2026-24 by title only for the final time
3. City Clerk reads Ordinance No. 2026-24 by title only (if approved above)
4. Adopt Ordinance No. 2026-24

F. Consideration and Adoption of Ordinance No. 2026-21: An ordinance of the City Council of the City of Flagstaff, ratifying the grant and reservation of easements; and formally accepting dedications and right-a-way and real property interests; providing for severability, authority for clerical corrections, and establishing an effective date.

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2026-21 by title only for the final time
2) City Clerk reads Ordinance No. 2026-21 by title only (if approved above)
3) Adopt Ordinance No. 2026-21

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. 2026-23: An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff Zoning Map to rezone approximately 23.89 acres located at 2661 N El Paso Flagstaff Road, APN 113-37-010 from the Highway Commercial (HC) zone with the Resource Protection Overlay (RPO) to Heavy Industrial – Open (HI-O) zone with the RPO. The applicant is requesting a rezone for the purpose of allowing Construction Storage/Supply Yard and Heavy Manufacturing/Processing uses on site, providing for severability, authority for clerical corrections, and establishing an effective date.

STAFF RECOMMENDED ACTION:

At the October 6th, 2026 Council Meeting:
1) Hold Public Hearing
2) Read Ordinance No. 2026-23 by title only for the first time
3) City Clerk reads Ordinance No. 2026-23 by title only (if approved above)

At the October 20th, 2026 Council Meeting:
4) Read Ordinance No. 2026-23 by title only for the final time
5) City Clerk reads Ordinance No. 2026-23 by title only (if approved above)
6) Adopt Ordinance No. 2026-23

12. REGULAR AGENDA

A. Consideration and Adoption of Resolution No. 2026-49: A resolution of the Flagstaff City Council, declaring, for purposes of Section 1.150 2 of the Federal Treasury Regulations, official intent to be reimbursed in connection with certain capital expenditures relating to the November 2012 election for Proposition 405, November 2018 election for Propositions 419 and 420, water fund projects, wastewater fund projects, reclaimed water fund projects, and stormwater fund projects, and establishing an effective date.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2026-49 by title only
2. City Clerk reads Resolution No. 2026-49 by title only (if approved above)
3. Adopt Resolution No. 2026-49

B. Consideration and Adoption of Ordinance No. 2026-22: An ordinance authorizing the acquisition of real property interests necessary for the Fanning Wash Culvert at Steves Blvd Project, providing for delegation of authority, subsequent council approvals, severability, and establishing an effective date.

STAFF RECOMMENDED ACTION:

At the October 6, 2026, Council Meeting:
1) Read Ordinance No.2026-22 by title only for the first time
2) City Clerk reads Ordinance No. 2026-22 by title only (if approved above)

At the October 20, 2026, Council Meeting:
3) Read Ordinance No.2026-22 by title only for the final time
4) City Clerk reads Ordinance No. 2026-22 by title only (if approved above)
5) Adopt Ordinance No. 2026-22

C. Consideration and Approval of Contract: Real Estate Purchase and Sale Agreement between the City of Flagstaff and BNSF Railway Company for real property required for the Rio de Flag and Lone Tree Overpass Projects.

STAFF RECOMMENDED ACTION:

Approve the Real Estate Purchase and Sale Agreement.

13. OPEN CALL TO THE PUBLIC

14. ANNOUNCEMENTS AND UPDATES TO/FROM COUNCIL AND CITY MANAGER

15. ADJOURNMENT

_____ *hereby certifies that the foregoing notice and agenda was published on* _____.

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: Jessica Matias, Chief of Staff

Date: 09/24/2026

Meeting Date: 10/06/2026

TITLE:
Proclamation: Customer Service Representatives Week

STAFF RECOMMENDED ACTION:

Read and present the Proclamation.

Executive Summary:
NA

Financial Impact:
NA

Policy Impact:
NA

Previous Council Decision or Community Discussion:
NA

Options and Alternatives to Recommended Action:
NA

Connection to PBB Priorities and Objectives:
NA

Connection to Regional Plan:
NA

Connection to Carbon Neutrality Plan:
NA

Connection to 10-Year Housing Plan:
NA

Attachments: Proclamation

City of Flagstaff – Office of the Mayor

Proclamation

WHEREAS, Customer Service Representatives Week is an international celebration of the importance of customer service and of the people who serve and support customers on a daily basis; and

WHEREAS, Customer Service Representatives Week has been celebrated since 1987; and

WHEREAS, A high point in the week's long history came in 1992 when the U.S. Congress proclaimed Customer Service Representatives Week a nationally recognized event, which is celebrated annually during the first full week in October; and

WHEREAS, Over the years, thousands of companies across the United States and around the world have celebrated Customer Service Representatives Week. They represent leading financial, healthcare, insurance, manufacturing, retailing, hospitality, communications, nonprofits, educational organizations, and government agencies; and

WHEREAS, A business built on customer service understands and anticipates the customer's needs. It designs goods and services to meet those needs and builds products that perform to customer expectations; and

WHEREAS, The City of Flagstaff prides itself on excellent customer service and this is only possible because of the dedication from our amazing staff.

NOW, THEREFORE, I, Mayor Becky Daggett, Mayor of the City of Flagstaff, Arizona do hereby proclaim October 5th-9th, 2026, as

Customer Service Representatives Week

Becky Daggett

MAYOR

ATTEST:

Stacy Saltzburg

CITY CLERK

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Jessica Matias, Chief of Staff

Date: 09/24/2026

Meeting Date: 10/06/2026

TITLE:
Proclamation: Week Without Driving in Flagstaff

STAFF RECOMMENDED ACTION:

Read and present the Proclamation.

Executive Summary:
NA

Financial Impact:
NA

Policy Impact:
NA

Previous Council Decision or Community Discussion:
NA

Options and Alternatives to Recommended Action:
NA

Connection to PBB Priorities and Objectives:
NA

Connection to Regional Plan:
NA

Connection to Carbon Neutrality Plan:
NA

Connection to 10-Year Housing Plan:
NA

Attachments: Proclamation

City of Flagstaff – Office of the Mayor

Proclamation

WHEREAS, the City of Flagstaff has committed to a "Big Shift" in its transportation systems to empower multi-modal transportation such as walking, bicycling, micromobility, and public transit; and

WHEREAS, the City of Flagstaff recognizes that ready access to and support of transportation options other than driving a personal vehicle is an important equity issue for City residents; and

WHEREAS, efficient and diverse transportation alternatives increase community mobility, reduce the risk of collisions resulting in injury and death, and help manage traffic congestion**;** and

WHEREAS, choice in transportation modes improves quality of life for Flagstaff residents and supports community values related to sense of place, community character, environmental sustainability, and outdoor and nature access; and

WHEREAS, National Week Without Driving, a program of America Walks, asks participants to "understand daily life for the millions of people who cannot drive due to age, disability, income, or other barriers" by reducing or eliminating their own driving for a single week; and

WHEREAS, the City of Flagstaff recognizes that many residents already cannot or do not drive due to circumstances including those listed above and that those residents deserve transportation options which are equally as safe, comfortable, and viable as driving.

NOW, THEREFORE, I, Mayor Becky Daggett, Mayor of the City of Flagstaff, Arizona do hereby proclaim October 1st -8th, 2026 as

Week Without Driving in Flagstaff

Becky Daggett

MAYOR

ATTEST:

Stacy Saltzburg

CITY CLERK

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Jessica Matias, Chief of Staff

Date: 09/24/2026

Meeting Date: 10/06/2026

TITLE:
Proclamation: Indigenous Peoples' Day

STAFF RECOMMENDED ACTION:

Read and present the Proclamation.

Executive Summary:
NA

Financial Impact:
NA

Policy Impact:
NA

Previous Council Decision or Community Discussion:
NA

Options and Alternatives to Recommended Action:
NA

Connection to PBB Priorities and Objectives:
NA

Connection to Regional Plan:
NA

Connection to Carbon Neutrality Plan:
NA

Connection to 10-Year Housing Plan:
NA

Attachments: Proclamation

City of Flagstaff – Office of the Mayor

Proclamation

WHEREAS, the City of Flagstaff recognizes that it is built on lands known, inhabited, loved, and respected by Indigenous people since time immemorial; and

WHEREAS, the City of Flagstaff was built and is still energized and maintained and shaped today with Indigenous peoples' knowledge, labor, technology, science, philosophy, arts, and commerce; and

WHEREAS, advocating for and supporting actions that lead to the advancement of social and environmental justice for Indigenous communities is a priority per City Council goals and objectives; and

WHEREAS, the City of Flagstaff understands that government entities, organizations, and public institutions have a responsibility to enact policies to combat racism and to build justice and equity for Indigenous people and all people who suffer from the effects of prejudice and discrimination; and

WHEREAS, the observance of Columbus Day is a commemoration of assimilation, loss of ancestral lands, erasure, and genocide against Indigenous peoples; and

WHEREAS, to this end City officials and residents throughout Flagstaff and the surrounding areas participated in 2016 and 2017 in a series of Indigenous Community Forums, to hear the concerns and ideas of Indigenous people, and adopted the strategy and recommendations that came from these forums; and

WHEREAS, the City of Flagstaff resolved in 2018 to support efforts to educate the public about historic and contemporary Indigenous human rights concerns, and to honor its Indigenous roots by becoming a better steward of the land it is built upon; and

WHEREAS, the City of Flagstaff has since moved to establish a full-time position for Indigenous Affairs Administration, seat the Indigenous Commission, and enter into an MOU for the development of an Indigenous Community Cultural Center and programming; and

WHEREAS, the City of Flagstaff, Mayor and Councilmembers hereby recognize and renew the commitment between the City of Flagstaff and the Indigenous nations and communities of northern Arizona to work together for the benefit of all.

NOW, THEREFORE, I, Mayor Becky Daggett, Mayor of the City of Flagstaff, Arizona do hereby proclaim October 12th, 2026, as

Indigenous Peoples' Day

Becky Daggett

MAYOR

ATTEST:

Stacy Saltzburg

CITY CLERK

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Stacy Saltzburg, City Clerk

Date: 09/24/2026

Meeting Date: 10/06/2026

TITLE:

Consideration and Approval of Minutes: City Council Regular Meeting of August 25, 2026, City Council Work Session of September 8, 2026.

STAFF RECOMMENDED ACTION:

Approve the minutes of the City Council Regular Meeting of August 25, 2026, City Council Work Session of September 8, 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: 08.25.2026.CCRM

09.08.26.CCWS

CITY COUNCIL REGULAR MEETING
TUESDAY, AUGUST 25, 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 August 25, 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 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:	Joanne Keene, City Manager; Sterling Solomon, City Attorney

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 Aslan read the Land Acknowledgement.

MISSION STATEMENT

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

LAND ACKNOWLEDGEMENT

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

4. 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.

Northern Arizona Healthcare's Chief People Officer Colleen Maring provided an update on regional emergency preparedness and introduced Caitlyn Beck, their new emergency management leader. She stated that Ms. Beck brings extensive international emergency management experience and has already partnered with local and regional agencies, including during the Pocket Fire. She stated that Northern Arizona Healthcare looks forward to continued collaboration on preparedness drills and emergency response plans.

5. PROCLAMATIONS AND RECOGNITIONS

A. Proclamation: Arbor Day

Councilmember Aslan read and presented the proclamation.

B. Proclamation: SMART Week

Mayor Daggett read and presented the proclamation.

C. July and August Work Anniversaries

Assistant City Manager Shannon Anderson highlighted those employees who have work anniversaries in July and August.

Public Works Director Scott Overton highlighted Public Works Manager Greg Krahe's accomplishments and contributions throughout his career. Mr. Krahe expressed his appreciation for the team and his colleagues.

Fire Chief Gaillard recognized Deputy Fire Chief Kyle Denham and Fire Battalion Chief Mike Felts for reaching 20 years of service, as well as Fire Captains Jared Saylor and Matt Turner for reaching 25 years of service.

Police Deputy Chief Collin Seay expressed his appreciation for the team and thanked staff for their continued dedication and service.

Police Detective Jared Wotasik described law enforcement as the "ultimate team sport" and acknowledged the importance of teamwork, collaboration, and supporting one another.

Police Officer Shawn Knott expressed his appreciation to the team and thanked his colleagues for their support and dedication.

Library Supervisor Nicholas Rullman also expressed his appreciation for the team and recognized staff for their contributions.

6. COUNCIL LIAISON REPORTS

Councilmember Spence reported that the Open Spaces Commission held its regular monthly meeting and received a presentation from the Fire Chief regarding the public safety ballot measures and how Commissioners can help educate the public. He invited Councilmembers to join the Commission for a field trip to Observatory Mesa in October to learn about developments at the Observatory Mesa Natural Preserve.

Councilmember House reported that the Housing Commission met during the break and received updates on the public safety ballot measures and the 10-year housing plan. The Commission on Diversity Awareness also provided updates on upcoming City proclamations and continued developing its scope of work for the upcoming year.

Vice Mayor Sweet reported attending nearly all her commission meetings during the break, including Beautification and Public Art Commission, Mountain Line, Water Commission, and Metro Plan. She also announced that she is the new chair of Northern Arizona Council of Governments.

Councilmember Garcia reported that PROSE held its second successful round of public input for Ponderosa Park improvements. He noted that the project has been a priority for the Sunnyside Neighborhood Association and thanked Team Flagstaff, the Parks, Recreation, Open Space, and Events Division, the Sunnyside Neighborhood Association, and the Eastside community for their participation.

Councilmember Matthews reported attending the annual Code Talker celebration in August, which featured dancers from the Tonto Apache Tribe. She also attended the Criminal Justice Coordinating Council's recent Executive Session, where members reviewed the strategic planning event and discussed a new learning series, Indigenous Perspectives in Coconino County.

7. APPOINTMENTS

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

A. Consideration of Appointments: Tourism Commission

Moved by Vice Mayor Miranda Sweet, **seconded by** Councilmember Khara House to appoint Belen Mendez to the Tourism Commission.
Vote: 7 - 0 - Unanimously

B. Consideration of Appointments: Audit Committee

Moved by Councilmember Austin Aslan, **seconded by** Councilmember Lori Matthews to appoint John Vanlandingham to the Audit Committee.
Vote: 7 - 0 - Unanimously

C. Consideration of Appointments: Parks and Recreation Commission

Moved by Councilmember Khara House, **seconded by** Councilmember Anthony Garcia to appoint Michelle McAllister to the Parks and Recreation Commission
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 Garcia requested to pull item 8A for additional information.

Moved by Councilmember David Spence, **seconded by** Councilmember Khara House to approve Items 8B, C, and D.
Vote: 7 - 0 - Unanimously

A. Consideration and Approval of Contract: 2026 Renewal of the Master Agreement for Software Maintenance with Hexagon for software utilized by the City of Flagstaff Police Department in the amount of $341,161.20, plus applicable taxes.

Police Support Services Director Allison Hughes explained that the system supports the Computer-Aided Dispatch (CAD) system for Fire, Police, and Sheriff's calls, manages 911 and the communications room, and operates the records management system, including the retention of police reports. The City has an intergovernmental agreement with the Sheriff's Office and Northern Arizona University. Because the agencies share the same system, costs are allocated based on usage.

Councilmember Garcia asked whether staff is satisfied with the current system.

Ms. Hughes stated that staff is not satisfied with the system and hopes to bring a new system to Council for consideration. She emphasized that the current system must remain operational until a replacement is implemented.

Councilmember House noted that the contract overview indicated the system was over budget and asked about staff's recommendation and whether additional upgrades are needed.

Ms. Hughes explained that the primary risk is a system failure that could prevent the City from receiving emergency calls. Maintaining the current system during the transition is necessary to ensure continuity of service.

City Manager Keene stated that staff is comfortable that funding has been identified to support the transition.

Moved by Councilmember Anthony Garcia, **seconded by** Councilmember Lori Matthews to approve and ratify the renewal of the agreement in the amount of $341,161.20 plus applicable taxes and authorize the City Manager to execute the contract renewal and any necessary documents to maintain uninterrupted services.
Vote: 7 - 0 - Unanimously

B. Consideration and Approval of Cooperative Contract: Purchase of specialized fire and safety equipment from LN Curtis & Sons not to exceed $115,000.

1. Approve the Cooperative Purchase Contract with LN Curtis & Sons for a one-time purchase of specialized fire and safety equipment for the new Quint not to exceed $115,000; and
2. Authorize the City Manager to execute all necessary documents.

C. Consideration and Approval of Contract: Cooperative Purchase Contract with Municipal Emergency Services, Inc. for the purchase of specialized fire and safety equipment not to exceed $200,000 per budget year.

1. Approve the Cooperative Purchase Contract with Municipal Emergency Services, Inc. for the purchase of specialized fire and safety equipment not to exceed $200,000 per budget year; and
2. Authorize the City Manager to execute all necessary documents.

D. Consideration and Approval of Contract Amendment: Amendment No. 1 to the Design-Build Services Contract with Wecom LLC (Contract No. 2024-125) — Fiber Network Project

Approve Amendment No. 1 to the Design-Build Services Contract with Wecom LLC, which allows an increase in the number of concurrent active permits for work in the public right-of-way from five (5) to ten (10) subject to conditions, and authorizes the City to engage additional staffing resources to support permitting, inspection, and utility locating for the Wecom fiber network build, with those costs offset dollar-for-dollar against the $2,000,000 contract price owed to Wecom for construction of a City fiber network.

9. ROUTINE ITEMS

A. Consideration and Adoption of Ordinance No. 2026-19: An ordinance amending the Flagstaff City Code, Chapter 1-14, Personnel System, by amending the City of Flagstaff Employee Handbook of Regulations, Section 1-50-051, Parental Leave.

Human Resources and Risk Management Director Ryan Saxby stated this was a second read and was available for any questions.

Moved by Councilmember Lori Matthews, **seconded by** Councilmember David Spence to read Ordinance No 2026-19 by title only for the final time.
Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF AMENDING THE FLAGSTAFF CITY CODE, CHAPTER 1-14, PERSONNEL SYSTEM, BY AMENDING THE EMPLOYEE HANDBOOK OF REGULATIONS, SECTION 1-50-051, PARENTAL LEAVE; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Khara House to adopt Ordinance No. 2026-19.
Vote: 7 - 0 - Unanimously

10. REGULAR AGENDA

A. Consideration and possible action regarding Executive Session of August 25, 2026.

Moved by Councilmember Khara House, **seconded by** Vice Mayor Miranda Sweet to direct and authorize the City Attorney and/or designated city representative to proceed as discussed in executive session items listed in Item(s) 5Ai.
Vote: 7 - 0 - Unanimously

B. Consideration and Approval of Settlement: in the matter of *Peggy Leslie v. City of Flagstaff, et al.*, S0300CV2025-00285, currently pending in Coconino County Superior Court.

Moved by Councilmember Anthony Garcia, **seconded by** Councilmember Lori Matthews to approve the settlement of the matter of Peggy Leslie versus City of Flagstaff pursuant to the terms discussed in executive session and authorize the City Manager and direct the City Manager and the City Attorney to execute all documents and take such other actions as necessary to finalize this settlement.
Vote: 7 - 0 - Unanimously

C. Consideration and Approval of the Settlement: of the Notice of Claim by the Estate of Hassan Ibrahim, Ayisha Mohammed, and all statutory beneficiaries.

Moved by Councilmember Lori Matthews, **seconded by** Councilmember David Spence to approve the settlement of the Notice of Claim by the Estate of Hassan Ibrahim, Ayisha Mohammed, and all statutory beneficiaries pursuant to the terms discussed in executive session and authorize the City Manager and direct the City Manager and the City Attorney to execute all documents and take such other actions as necessary to finalize this settlement.
Vote: 7 - 0 - Unanimously

D. Consideration and Approval of Settlement: in the matter of Dustin Royal v. City of Flagstaff, et al., 3:25-CV-08094-ASB, currently pending in the United States District Court for the District of Arizona.

Moved by Councilmember Khara House, **seconded by** Councilmember David Spence to approve the settlement of the matter of Dustin Royal versus City of Flagstaff pursuant to the terms discussed in executive session and authorize the City Manager and direct the City Manager and the City Attorney to execute all documents and take such other actions as necessary to finalize this settlement.
Vote: 7 - 0 - Unanimously

E. Consideration and Adoption of Resolution No. 2026-44: A resolution of the Flagstaff City Council, approving the Third Amendment to the Intergovernmental Agreement between the City of Flagstaff and Northern Arizona Intergovernmental Public Transportation Authority ("Mountain Line").

Beautification Arts and Sciences Program Manager Jana Weldon reviewed the intergovernmental agreement and amendment between the City of Flagstaff and the Northern Arizona Intergovernmental Public Transportation Authority (Mountain Line). She also reviewed the artwork, and the maintenance requirements associated with it.

Moved by Vice Mayor Miranda Sweet, **seconded by** Councilmember Lori Matthews to read Resolution No. 2026-44 by title only.
Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING A THIRD AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF FLAGSTAFF AND NORTHERN ARIZONA INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY ("MOUNTAIN LINE"), RELATED TO MAINTENANCE OF PUBLIC ART AT THE DOWNTOWN CONNECTION CENTER; PROVIDING FOR DELEGATION OF AUTHORITY; AND ESTABLISHING AN EFFECTIVE DATE

Moved by Vice Mayor Miranda Sweet, **seconded by** Councilmember Anthony Garcia to adopt Resolution No. 2026-44.
Vote: 7 - 0 - Unanimously

F. Consideration and Approval of Contract: Lease Agreement between City of Flagstaff and Hopi Tribe Economic Development Corporation located at 5200 E. Cortland Boulevard, Suites A1-6 for Library Space.

Library Director Jennifer Stasinopoulos provided a PowerPoint presentation that covered the following:

A TEMPORARY MOVE IS NECESSARY
A HEAVILY USED COMMUNITY RESOURCE
CORTLAND THE ONLY VIABLE INTERIM OPTION
CORTLAND LOCATION AND ACCESS
SMALLER FOOTPRINT – CORE SERVICES CONTINUE
CORE LIBRARY SERVICES CONTINUE
A TEMPORARY LEASE WITH BUILT-IN FLEXIBILITY

Mayor Daggett thanked staff for identifying a temporary library location with access to bus service.

Councilmember Garcia noted that the Sunnyside neighborhood has been discussing the upcoming library relocation and expressed that, while residents are disappointed about the move, they understand the temporary location is the only suitable option with enough space to provide library services for the next several years. He asked how the City plans to inform current library users about transportation options and accessing the new location. Ms. Stasinopoulos stated that the library will use its regular marketing channels to provide information well in advance, including directions and information about accessing the location by bus. Deputy Library Director Amelia Mason added that the library is developing a program to teach community members how to use the bus system and hopes to offer the program on the Eastside.

Councilmember Garcia emphasized the importance of this outreach, particularly for neighborhood residents who do not regularly use public transportation. She also expressed excitement about providing library services to the Continental neighborhood and surrounding Eastside community.

Councilmember Matthews asked about direct bus service between the current and temporary library locations and whether a transfer would be required. She also asked when the temporary location is expected to open. Ms. Stasinopoulos stated that the space will require some cosmetic improvements, and that staff is working on the timeline. The goal is to complete the move within approximately two-to-three months and before the end of the year.

Councilmember Matthews asked about the length of the lease. Ms. Stasinopoulos clarified that the agreement is for 51 months, with rent payments for 48 months. She explained that this provides flexibility for the move and avoids paying rent at both locations while the current library is being demolished. The property owner, Coconino Community College (CCC), has agreed to the arrangement because the City must vacate the current location for construction.

Councilmember Matthews asked whether CCC expects its new facility to be completed within the 51-month lease period. Ms. Stasinopoulos stated that the current projection is 2029, although the timeline could change. The lease provides additional time in case construction is delayed.

City Manager Keene stated that staff will return to Council with decision points and updates as the project progresses. She thanked the team for its work and collaboration with CCC.

Councilmember Matthews expressed concern about walkability from the current location and asked whether maintaining the temporary location as a third library site could be considered.

City Manager Keene stated that the option has not been discussed and would need to be considered as part of the budget process, noting that library funding is already limited.

Mayor Daggett expressed excitement about the new CCC building and thanked Flagstaff and Coconino County voters for supporting the project. She acknowledged the disruption caused by the

relocation but encouraged the community to remain focused on the benefits of the new facility and the revitalization of the surrounding neighborhood.

Moved by Councilmember Anthony Garcia, **seconded by** Vice Mayor Miranda Sweet to approve the lease agreement for the temporary East Flag Library site at 5200 East Cortland Boulevard, Suite A1 through 6, and authorize the city manager to execute the lease and any related procurement documents for necessary facility tenant improvements not to exceed $200,000 to provide the interim library space for East Flag Library.
Vote: 7 - 0 - Unanimously

11. OPEN CALL TO THE PUBLIC

None.

12. ANNOUNCEMENTS AND UPDATES TO/FROM COUNCIL AND CITY MANAGER

Councilmember Garcia highlighted work in the Sunnyside area, including the 4th Street Corridor Revitalization Project. He and Vice Mayor Sweet distributed more than 50 flyers to local businesses promoting a community meeting at the Market of Dreams to discuss needs and future investment along the corridor. He also reported that work on the Sunnyside Neighborhood Plan is underway, with community questionnaires being distributed in partnership with the Sunnyside Neighborhood Association Street Team.

Councilmember Matthews expressed excitement about an adaptive reuse project on 4th Street that will convert a long-vacant office building into housing. She noted that it is the first adaptive reuse project funded through the City's housing bond.

Councilmember Spence highlighted the Smart Week proclamation and the response from Moms for Gun Safety. He will distribute the organization's action plan to Councilmembers for consideration.

Councilmember House reported participating in the Cities for Kiddies program, which connects local governments on early childhood and family support initiatives. She also participated in an Arizona Healthcare Town Hall in Flagstaff, with a second town hall planned for October focusing on health and housing. She also highlighted several community events and celebrations attended during the recess.

Vice Mayor Sweet reported attending several conferences and community events, including Fire Department retirement celebrations, the Indigenous Code Talker Celebration, a discussion on drones as first responders, and the Ponderosa Park Improvement Community Meeting. She encouraged residents to participate in the Sunnyside Neighborhood Plan survey and noted a final community engagement opportunity would be held the following evening.

Mayor Daggett expressed condolences to the family of former Councilmember Karla Brewster and recognized her contributions to the City and Northern Arizona University.

City Manager Keene reported that the Arizona League of Cities and Towns approved a resolution seeking legislative authority to increase the City's short-term rental fee and use the additional revenue for related needs such as code enforcement. She also reported that staff is preparing for the upcoming strategic planning retreat, including leadership and Council retreats focused on setting goals and identifying future projects.

13. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held August 25, 2026, adjourned at 4:35 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 AUGUST 25, 2026. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 6th day of October, 2026

_____
CITY CLERK

CITY COUNCIL WORK SESSION
TUESDAY, SEPTEMBER 8, 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 September 8, 2026, to order at 3:05 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. Roll Call

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

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

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

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

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

MISSION STATEMENT

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

LAND ACKNOWLEDGEMENT

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

4. Open Call to the Public

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

end. The total time allotted for the first Open Call to the Public is 30 minutes; any additional comments will be held until the second Open Call to the Public.

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

Ysabel M. Rivera addressed Council and stated she was a Flagstaff resident since 1951, spoke about traffic and safety concerns in the Southside neighborhood near Northern Arizona University (NAU). She noted recent incidents involving two damaged power poles and thanked City staff and police for their response. She expressed concerns about speeding, drivers not obeying traffic laws, the lack of speed limit and parking restriction signs, semi-truck traffic, and noise. She emphasized that many children and NAU students are in the area and requested additional measures to improve neighborhood safety.

Sean Golightly addressed the Council and spoke on behalf of Southside neighborhood residents and provided an update on ongoing concerns regarding noise, commercial activity, and compliance with zoning requirements. He stated that, following Council direction in November of last year, residents met with City staff in January to discuss potential solutions. While the meeting was productive and residents were open to proposed solutions, subsequent follow-up meetings were repeatedly canceled or postponed. Mr. Golightly expressed frustration that residents feel the issue has been stonewalled and called for Council leadership and direction to staff to resume meaningful collaboration and identify a solution. He noted that the zoning compatibility concerns have persisted for years, have negatively affected residents' quality of life, and have been previously identified by City officials and an expert consultant. He encouraged the City to revisit the consultant's recommendations as a potential starting point for addressing the ongoing issue.

Jacquelyn Beatty submitted a written comment regarding a city-wide scooter ban.

5. PROCLAMATIONS

A. **Proclamation:** Hispanic Heritage Month

Councilmember Garcia read and presented the proclamation.

6. Public Works Accreditation Update

Public Works Director Scott Overton reviewed the status of the Public Works accreditation process. Business Systems Analyst Bayley Chotena reported that the accreditation team will be in Flagstaff in October for a three-day review, including a facility tour and an assessment of requirements and documentation. Mr. Overton also presented the updated Public Works Accreditation Mission and Values.

Councilmember House expressed support for the proposed mission and values and recommended including a commitment to accountability, transparency, and community engagement in the values. She noted the importance of ensuring the community is informed about decisions and changes made by Public Works teams.

Councilmember Aslan recommended incorporating a generational mindset into the values and suggested a small revision to the mission statement to emphasize strengthening the future generations that will be served.

7. 2024 Suite of Codes Presentation and Adoption Update

Building Safety and Code Building Official Amy Tressler, Water Services Program Manager Tamara Lawless, Sustainability Analyst Genevieve Pearthree, Wildland Fire Captain Neil Chapman, and Fire Marshal Chris Jack provided a PowerPoint presentation that covered the following:

2024 SUITE OF BUILDING AND FIRE CODES
AGENDA
WHY UPDATE THE BUILDING AND FIRE CODE?
WHY UPDATE NOW
WHY IT MATTER IN FLAGSTAFF
WHAT CODES PROTECT
2024 SUITE OF BUILDING AND FIRE CODES
2024 SUITE OF CODES
WHY ADOPT THE ENTIRE SUITE OF CODES?
COMMUNITY OUTREACH AND REGIONAL COORDINATION
WHAT WE HEARD
WHY LOCAL AMENDMENTS?
KEY BUILDING SAFETY AMENDMENTS
2024 IPC CODE UPDATE
MOST BUILDING CODE CHANGES HAVE MINIMAL COST IMPACT
2024 INTERNALTION ENERGY CONSERVATION CODE (IECC) AND RADON MIGRATION DISCUSSION
WHY THE ENERGY CODE IS IMPORTANT?
WHAT THE 2024 ENERGY CODE REGULATES
THE 2024 ENERGY CODE ONLY APPLIES TO NEW CONSTRUCTION
FLAGSTAFF IS NOT ALONE
RECOMMENDED PATH FORWARD: ENERGY CODE
COMMUNITY OUTREACH AND ENGAGEMENT ON THE ENERGY CODE
RECOMMENDED PATH FORWARD
ADOPT ENERGY CODE “OPTION 2”
THE PATH TO NET ZERO
RESIDENTIAL ENERGY CODE AND READINESS APPENDICES
COMMERCIAL ENERGY CODE AND READINESS APPENDICES
ELECTRIC-READY APPENDICES
SOLAR READY APPENDICES
ELECTRIC VEHICLE CHARGING APPENDICES
DEMAND RESPONSIVE CONTROLS APPENDIX
RADON MITIGATION
ESTIMATED COST IMPACTS
ENERGY EFFICIENCY FEATURES
COST ESTIMATES: SINGLE-FAMILY PLUS DUPLEXES
COST ESTIMATES: MULTIFAMILY (3+ UNITS)
COST ESTIMATES: RADON MITIGATION (RESENTIAL)
BENEFITS OF UPDATING THE ENERGY CODE: INVESTING IN FLAGSTAFF’S FUTURE
FLAGSTAFF’S FUTURE HOUSING STOCK
ENERGY EFFICIENCY AND UTILITY COST SAVINGS
SAFER, HEALTHIER, AND MORE COMFORTABLE HOMES
THE MOST EFFECTIVE WAY TO MEET FLAGSTAFF’S CLIMATE COMMITMENTS
IN CLOSING
2024 INTERNATIONAL WILDLAND URBAN INTERFACE CODE UPDATE
WHY NOW?
FRAMING THE BENEFITS – FIRE & WILDLAND-URBAN INTERFACE CODE
INTENT – DISRUPT BUILT ENVIRONMENT FIRE PATHWAYS
INTENT
IMPACT
COST IMPACTS
2024 INTERNATIONAL FIRE CODE
MAJOR CODE IMPACTS: 2018–2024 IFC

IFC AMENDMENTS
SUMMARY
WHY UPDATE THE BUILDING AND FIRE CODES
FLAGSTAFF IS NOT ALONE
ESTIMATED BUILDING AND FIRE CODE COST IMPACTS
POTENTIAL COST SAVINGS FROM OTHER DEVELOPMENT CODE CHANGES
BUILDING & FIRE CODE ADOPTION TIMELINE
THANK YOU

Councilmember Matthews stated she observed that the stakeholder engagement process had primarily involved informational presentations rather than substantive feedback and discussion. She asked staff to clarify that the proposed energy code would apply to major alterations and changes in occupancy, not just new construction. She also asked about reduced insulation standards, multifamily housing, and installation requirements for certain siding materials. Ms. Pearthree explained that applicability depends on the extent of a remodel or change in occupancy. She noted that the proposed insulation standards would improve energy efficiency while balancing construction costs and provide a prescriptive compliance path. Mr. Chapman explained that some noncombustible siding materials require different tools and installation techniques, which may involve a learning curve for contractors.

Councilmember House asked about potential insurance savings associated with the Wildfire Prepared Home designation and the estimated costs and impacts of the proposed requirements, particularly for multifamily developments, affordable housing, and smaller builders. Mr. Chapman explained that the proposed standards would align new homes with the Wildfire Prepared Home Plus standard, addressing ember exposure, direct flame, and radiant heat. He noted that some homeowner responsibilities would remain outside the code. He also discussed the range of costs for wildfire-resistant materials, including gutter protection. Ms. Pearthree noted that cost estimates varied and were based on available data, with some reflecting higher-cost scenarios. Ms. Tressler explained that the new requirements would take effect January 1, with a transition period allowing projects to be submitted under either the 2018 or 2024 codes. Staff has been communicating with contractors and developers and plans to provide training on the updated requirements.

Vice Mayor Sweet asked about impacts to smaller lots and infill development, as well as the basis for the gutter cost estimates and which areas of Flagstaff may be most affected. Ms. Tressler stated that the 2024 code would not significantly affect smaller lots or homes differently based on size. Mr. Chapman explained that gutter cost estimates were based on a Headwaters Economics report and noted that costs vary depending on the type of protection used. He identified the area west and southwest of University Heights as one area where the standards could have a significant impact as future development occurs, increasing wildfire resilience for surrounding neighborhoods.

Councilmember Garcia asked why staff recommended Option 2 over Options 3 or 4. Ms. Pearthree explained that Option 2 represents a middle-ground approach based on community and Council feedback, balancing energy efficiency, emissions reductions, and construction costs. Climate Section Director Jenny Niemann noted that the option is generally consistent with approaches adopted by other Arizona cities and incorporates elements of the City’s Carbon Neutrality Plan.

Councilmember Spence asked whether the cost examples for an 1,800-square-foot home could better reflect the range of costs available from different suppliers. Mr. Chapman stated that the estimates were based on costs tracked over approximately one year.

Mayor Daggett asked about the prevalence of radon in Flagstaff and the number of households potentially affected. Ms. Pearthree noted that Arizona has an average radon level of approximately 4.17 pCi/L and that Flagstaff may have higher concentrations based on local testing information.

Councilmember Matthews asked whether replacing an individual item, such as a water heater, would trigger the full energy code requirements. Ms. Pearthree clarified that replacing an existing water heater alone would not trigger the new requirements; they would apply when the work is part of an addition or other project subject to the energy code.

Christy Bolognani addressed Council and stated she was a 16-year Flagstaff resident and Building Program Manager with the Southwest Energy Efficiency Project, she urged Council to adopt the IECC. She emphasized that improved energy efficiency supports housing affordability through lower utility costs, while noting that City analysis found other factors, rather than building codes, are the primary drivers of construction costs. She also highlighted the importance of updated codes in meeting Flagstaff's 2030 carbon neutrality goals.

Dee Hoagland addressed Council and spoke in support of stronger energy efficiency standards, noting that updated codes can improve energy efficiency, solar and electric vehicle readiness, and heating and cooling performance. She acknowledged higher upfront costs but emphasized the long-term savings and challenges of retrofitting existing homes.

Jill Stephenson addressed Council and urged them to adopt the updated energy codes as part of the City's response to the climate crisis. She noted that the codes would reduce emissions, conserve energy, lower utility costs, improve comfort, and increase safety during extreme weather.

Tyler Denham addressed Council speaking on behalf of Flagstaff for Affordable Housing, he expressed support for the staff proposal as a reasonable balance between safety, efficiency, and housing affordability. He noted that most cost increases result from moving from the 2018 to 2024 codes and encouraged Council to pair the code update with a clear commitment to reducing housing costs through upcoming Land Availability and Suitability Study plus the Code Analysis Project (LASS CAP) reforms.

Michele James on behalf of Friend's of Flagstaff submitted a written comment in support of adopting the 2024 suite of codes.

Councilmember Matthews supported energy-efficient homes but emphasized that housing affordability must remain a primary goal. She supported Option 2 while stressing the importance of evaluating the combined impacts of housing and climate policies.

Councilmember Aslan emphasized a generational mindset and the need to design homes for future residents. He supported quick implementation of the updated codes, expressed interest in potential insurance benefits, and favored Option 3 to advance the City's carbon neutrality goals.

Councilmember House supported Option 2 and emphasized compromise, best practices, and preparation for future implementation. She supported Option 2 as a balanced approach to advancing the City's priorities.

Vice Mayor Sweet thanked staff for their work and expressed support for Option 2, noting the importance of coordinating with the LASS CAP.

Councilmember Garcia supported Option 2 and requested that other options be revisited following the LASS CAP project, along with input from housing staff regarding affordability and energy savings.

Councilmember Spence highlighted the importance of radon mitigation, noting that preventive measures are less costly when incorporated during construction than through later retrofits. He looked forward to seeing how the LASS CAP project could help advance affordability goals alongside the 2024 code.

Mayor Daggett noted that retrofitting her home had been expensive and said the proposed code updates were reasonable. She emphasized that the changes would improve safety, comfort, and energy efficiency while potentially reducing utility costs. She also expressed support for continued work through the LASS CAP project to streamline implementation.

Ms. Pearthree noted that radon test kits are available through the Flagstaff Public Library and the State of Arizona for residents interested in testing their homes.

8. Open Call to the Public

None.

9. Announcements and Updates to/from Council and City Manager

Councilmember House recognized City Manager Keene's birthday, and the Council sang "Happy Birthday" in celebration.

Councilmember Aslan discussed continued work on the Verde Wild and Scenic River designation, noting its importance to the Coconino Plateau Water Advisory Partnership and the Mayor's previous involvement.

Councilmember Garcia announced that the 4th Street Business Coalition will meet this coming Thursday at the Market of Dreams on 4th Street. Business owners, employees, and others in the corridor are invited to attend.

Mayor Daggett shared highlights from a recent ride-along with Flagstaff Fire Station 2 and encouraged residents to participate in ride-alongs. She also noted upcoming Arizona Bio Roadmap committee activities, Senator Kelly's constituent services event this upcoming Thursday at the downtown library, the Flagstaff Music Festival on Saturday, and the Just Serve 9/11 Day of Service at Flagstaff Mall.

10. Adjournment

The meeting of the Flagstaff City Council held September 8, 2026, adjourned at 5:22 p.m.

11. SPECIAL MEETING

A. Call to Order

Mayor Daggett called the Special Meeting of the Flagstaff City Council held September 8, 2026, to order at 5:22p.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)

B. Consideration and possible action regarding Executive Session on September 8, 2026.

Moved by Councilmember Khara House, **seconded by** Vice Mayor Miranda Sweet to direct and authorize the City Attorney and/or designated city representative to proceed as discussed in the Executive Session of September 8, 2026 items 5Ai.

Vote: 7 - 0 - Unanimously

C. Adjournment

The meeting of the Flagstaff City Council held September 8, 2026, adjourned at 5:23 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Jessica Matias, Chief of Staff

Date: 09/24/2026

Meeting Date: 10/06/2026

TITLE:

~~**Consideration of Appointments:** Housing Commission~~

STAFF RECOMMENDED ACTION:

1. ~~Councilmember Matthews to make one appointment to a Building and Real Estate Professional-Developer.~~
2. ~~Councilmember Spence to make one appointment to a Building and Real Estate Professional-Property Management.~~
3. ~~Mayor Daggett to make one appointment to the Community Representative Position.~~
4. ~~Vice Mayor Sweet to make one appointment to the Community Representative Position.~~
5. ~~Councilmember Aslan to make one appointment to the Community Representative Position.~~

Executive Summary:

~~The Housing Commission consists of thirteen (13) voting members; twelve (12) members appointed by the City Council and one (1) representative from the Flagstaff Housing Authority Board of Commissioners. The Commission serves as an advisory board to City Council regarding housing policies, needs, and programs in Flagstaff.~~

~~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. Efforts were made to attract additional applications but given the specific requirements of these positions, there were only a few applicants who met the criteria.~~

~~There is currently one (1) application on file for Building and Real Estate Professional-Developer Position:~~

- ~~Hayley Zoroya (current commissioner)~~

~~There is currently one (1) application on file for Building and Real Estate Professional-Property Management Position:~~

- ~~Crystal Dehoag (new applicant)~~

~~There are currently seven (8) applications on file for the Community Representative Positions:~~

- ~~Anthony Mancini (new applicant)~~
- ~~Shane Tsosie (new applicant)~~
- ~~Cody Bauer (new applicant)~~
- ~~Shelley Buckman (new applicant)~~
- ~~Camie Rasband (new applicant)~~
- ~~Cory Runge (curent commissioner)~~
- ~~Kevin Dobbe (current commissioner)~~
- ~~Tyler Denham (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, Councilmember Spence, Mayor Daggett, Vice Mayor Sweet, Councilmember Aslan.

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 five Commissioners: By appointing members at this time, the Housing 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:
Connect 2.2: Encourage community organizations such as the local Continuum of Care to continue to integrate equity into programs and policies.

Attachments: Housing Commission Authority

CHAPTER 2-25
FLAGSTAFF HOUSING COMMISSION

SECTIONS:

2-25-001-0001 CREATION OF COMMITTEE
2-25-001-0002 MEMBERS AND OFFICERS
2-25-001-0003 TERMS AND OFFICERS
2-25-001-0004 ELIGIBILITY
2-25-001-0005 PURPOSE AND DUTIES
2-25-001-0006 MEETINGS; ATTENDANCE

2-25-001-0001 CREATION OF COMMITTEE

A Housing Commission is hereby created. (Ord. 2019-25, Enacted, 07/02/2019)

2-25-001-0002 MEMBERS AND OFFICERS

The Housing Commission shall have thirteen (13) voting members; twelve (12) members appointed by the City Council and one (1) representative from the Flagstaff Housing Authority Board of Commissioners. All members shall reside within the Flagstaff City limits.

A. Members shall be appointed to fit into one (1) of the professional categories listed below; however, the members identified as required must be appointed. Any member may satisfy more than one (1) of the below qualifications and any "professional" category may be filled by a person who is retired from that profession.

1. Building and Real Estate Professionals (Six (6) Members).
    a. Builders (required);
    b. Developers (required);
    c. Architects;
    d. Land use experts;
    e. Realtors (required);
    f. Lenders (required);
    g. Residential multifamily/property management representative (required);
    h. Other building or real estate professional.
2. Low Income Housing Experts (Four (4) Members).
    a. Housing nonprofits;
    b. Low income representatives;

c. Flagstaff Housing Authority Board of Commissioners member (required);

d. Other low income housing expert.

3. Community Representatives (Three (3) Members).

a. General public;

b. Private business representatives;

c. Workforce representatives;

d. Neighborhood associations;

e. HOA representatives.

B. Appointed members shall have an interest in housing and be committed to represent not only their specific areas of expertise, but also the community at large. (Ord. 2019-25, Enacted, 07/02/2019)

2-25-001-0003 TERMS AND OFFICERS

A. Appointments to the Housing Commission from the Housing Authority Board of Commissioners shall be for no longer than the remaining term of the appointing Commission's designee. Terms of all other appointees shall be for three (3) years except for the first appointments creating staggered terms as follows: The City Council shall appoint four (4) members for three (3) year terms, four (4) members for two (2) year terms, and four (4) members for one (1) year terms. After the initial appointment all terms thereafter will be three (3) year terms.

B. The Commission shall, during its first meeting, elect a chairperson and a vice-chairperson 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. (Ord. 2019-25, Enacted, 07/02/2019)

2-25-001-0004 ELIGIBILITY

Any resident of the City of Flagstaff shall be eligible for appointment by the City Council to the Commission, in accordance with the membership requirements outlined above, and shall serve at the pleasure of the City Council and without compensation. (Ord. 2019-25, Enacted, 07/02/2019)

2-25-001-0005 PURPOSE AND DUTIES

A. The Housing Commission serves as an advisory board to City Council, makes recommendations with respect to housing policies, needs, and programs in Flagstaff, and furnishes the Council with information through the Housing Director.

B. The Housing Commission shall:

1. Examine funding sources available for housing in Flagstaff, make recommendations to City Council on potential funding sources, including bond measures, and provide oversight of any funds approved by the electorate for housing purposes.

2. Make recommendations on the creation and implementation of housing and housing policies and programs for the benefit of Flagstaff and its citizens.

3. Make recommendations regarding the prioritization of the community's housing needs.

4. Make recommendations regarding how affordable market rate housing can be responsibly stimulated through changes in the City Code as well as other potential solutions.

5. Examine and make recommendations regarding increasing the affordability of housing in Flagstaff.

6. Explore alternative models of housing and make recommendations to Council.

7. Advise and assist the City Council on ways to educate the community on housing, including the role housing plays as infrastructure in Flagstaff.

8. Upon request, serve as a resource on implementation of housing policy and programs.

C. To further assist the Commission in carrying out its duties, the Commission may request the assistance of technical experts and/or employees and agents of the City and other entities. (Ord. 2019-25, Enacted, 07/02/2019)

2-25-001-0006 MEETINGS; ATTENDANCE

A. The Commission shall meet no less than quarterly from the first month following the initial appointment of Commission members.

B. The Housing Commission shall not conduct any business at a meeting unless a quorum is present. A quorum shall consist of a simple majority of the voting membership of the Commission, excluding current vacancies.

C. Official business shall be conducted pursuant to the Board and Commission Members' Rules and Operations Manual adopted by Resolution No. 2016-33 of the City Council, as may be amended from time to time, and in accordance with meeting procedures, if any, adopted by the Commission insofar as they are not in conflict with the Board and Commission Members' Rules and Operations Manual. In the event of any such conflict, the provisions of the Board and Commission Members' Rules and Operations Manual shall prevail. (Ord. 2019-25, Enacted, 07/02/2019)

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Nathan Naliborski, Fleet Manager

Co-Submitter: Jen Brown

Date: 09/24/2026

Meeting Date: 10/06/2026

TITLE:

Consideration and Approval of Contract: Approve the Contract with Goodfellow Corporation for the purchase of (1) New Astec GT205S 2 Deck Mobile Screening plant in the amount of $494,295.66, including all applicable taxes.

STAFF RECOMMENDED ACTION:

1. Approve the contract for the purchase of (1) Astec GT205S Two-Deck Mobile Incline Screening Plant from Goodfellow Corporation and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The contract will provide for the purchase of one (1) new Astec GT205S 2-Deck Mobile Incline Screen Plant. The Streets Section requests authorization to purchase a mobile screening plant that will provide the ability to recover and process asphalt milling and other suitable materials generated through roadway construction and maintenance activities and return those materials to productive use within the City's transportation system. Screened materials may be utilized for roadway shoulders, unpaved roads, alleyways, roadway base, maintenance access areas, temporary repairs, and other appropriate street maintenance applications.

Financial Impact:

This request was reviewed and approved by the Fleet Management Committee (FMC) and funded in FY 2026. The funds were carried forward into FY 2027. The purchase was bid as an Invitation for Bid (IFB) 2027-086, and 5 bids were received. Goodfellow Corporation was the lowest, responsive, responsible bidder at $494,295.66, including all applicable taxes.

Cost: $494,295.66
Account number: 040-06-161-0614-6-4401
Amended FY2026-27 Budget: $500,000
Funding Source: Highway User Revenue Funds (HURF)

Policy Impact:

This purchase is consistent with the City's commitment to efficient delivery of public services, responsible management of taxpayer resources, and sustainable operational practices. The mobile screening plant will expand the City's ability to recycle and reuse materials generated from Public Works operations, reduce long-term operational costs, and support ongoing maintenance of public infrastructure. The existing screening plant will be sent to surplus auction in accordance with City policy.

Previous Council Decision or Community Discussion:
None.

Options and Alternatives to Recommended Action:

1. Approve the contract to purchase (1) New Astec GT205S 2 Deck Mobile Incline Screen Plant from Goodfellows.
2. Do not approve the purchase and provide alternative direction to staff and discuss further.

Background and History:
The Streets Section performs ongoing roadway maintenance and repair, including shouldering and road-base replacement. While the material for these projects can be purchased commercially, it represents a significant portion of overall project costs. The new screen plant will allow the division to process raw, unusable, and often free materials, including asphalt millings and spoils, into high-quality, usable road-maintenance products. This equipment will produce cinder-sand, asphalt millings, and fill dirt/rock for roadway construction, shouldering, and emergency backfills, as well as support screening needs for the Road and Repair Street Safety Program. This purchase replaces an existing screen plant that was purchased used more than 25 years ago. The older unit has experienced significant breakdowns over the last several years. The age of the equipment has made repair and maintenance extremely difficult, prompting the request to replace the aged unit. The existing plant is not mobile and requires the Streets section to transport material to and from its location. The new screening plant has mobile capability, allowing the Streets Department to move material production closer to maintenance needs; this reduces hauling miles, fuel consumption, employee hours, equipment wear, and overall material-handling costs. Published 08/04/2026 & 08/15/2026, in the Arizona Daily Sun. City, Purchasing section solicited an Invitation For Bid on Tuesday, July 28, 2026, closing on Wednesday, August 19, 2026 at 3:00pm. The City received five (5) bids. After review, the City is choosing the lowest responsive responsible bidder.

Connection to PBB Priorities and Objectives:
The acquisition of a mobile screening plant supports multiple City of Flagstaff priorities related to environmental stewardship, sustainable and innovative infrastructure, high-performing government, waste reduction, and responsible management of public resources.

Connection to Regional Plan:
None.

Connection to Carbon Neutrality Plan:
The mobile screening plant supports the Carbon Neutrality Plan by allowing Streets to reuse asphalt millings and spoils on site instead of hauling them to and from a fixed location and buying new material. Moving production closer to the work rescues hauling miles and fuel use. The new unit also replaces a 25-year-old machine that has required frequent repair.

Connection to 10-Year Housing Plan:
None.

Connection to Division Specific Plan:
None.

Attachments: screen plant
Mobile Screen Plant Contract

Exhibit B

City of Flagstaff Fleet Management Committee
Purchase, Replacement and Utilization Justification Form

This form is designed to ensure that the City of Flagstaff's fleet is appropriately sized to serve the operational needs of the City; that the vehicles/equipment are efficiently utilized in a manner that reflects the total cost of ownership and there is sound justification for retaining and replacing vehicles/equipment through City ownership.

This form shall be used to justify all fleet replacements and vehicles/equipment that do not meet the City's Fleet Utilization Criteria. Vehicles/equipment that does not meet the City's Fleet Utilization Criteria but have been justified and approved to be retained in its current program will not have to be reviewed for 24 months. Only completed the first page of this document and check "Justification approved prior year" box.
Please complete this form in its entirety. Indicate "not applicable" where necessary. (* Indicates an evaluation metric.)

Date: **11-6-2024**

Form Preparer Name: **Greg Krahe** Name of Division/Section: Public Works/Streets **This is a request for:**

☒ Fleet Replacement ☐ Utilization Justification ☐ Justification Approved Prior Year

☐ New Vehicle/Equipment (Addition to City Fleet)

Vehicle/Equipment Type: Mining **Vehicle/Equipment Number:** S3077 ***Vehicle/Equipment Year:** 1998

Fleet Category: **7** *Annual Mileage/Hours: **385 Hours** *Working Days/Use %: **25% of Annual**

*Total Mileage/Hours:**10,000+ Hrs** *Original Purchase Cost: **58,587.5***Lifetime Maintenance Costs: **$23,361**

Replacement Costs: **$394,791.98** Last year's maintenance costs: **$16.00** *Projected repair costs: **$75,000.00**

*Current Fuel Efficiency based on Fleet Records Miles/Hours per Gallon: **N/A** Fuel Type: **Diesel**

Fleet Category	***Annual Mileage/Hours**	***Working Days/Use%**
1. General Purpose		
2. Facility-Based		
3. Emergency Response		
4. Light Duty Special Purpose		
5. Heavy Duty Special Purpose		
6. Seasonal Equipment Over $5000		
7. Other	**385 Hours**	**100%**

1. **General Purpose**: Vehicles used to transport city personnel from point A to point B and not designed, equipped or have attached equipment to perform work. Examples are sedans, sport utility, vans and pickups, not used for special service.
2. **Facility Based**: General purpose vehicles assigned to a facility for the sole specific use for the operation of that facility. Seldom leaves site. High Mile used vehicles rotated out of the fleet (fleet replacements).
3. **Emergency Vehicles**: Equipment specifically built to respond to emergency situations affecting the public health, safety and welfare of the City of Flagstaff Citizens.

Form Continues on Next Page

4. **Light Duty Special Purpose**: Industrial equipment, less than two tons GVW, both on and off road.
5. **Heavy Duty Special Purpose**: Heavy industrial equipment, greater than two tons GVW, both on and off road.
6. **Seasonal Equipment above $5000 dollars:** Used for a period of 6 months or less exclusively for seasonal work.
7. **Other:** Equipment tracked by an asset number that is not identified previously in the Policy. Equipment that is not self-propelled.

Describe in detail the vehicle/equipment use, what are the tasks that will be required to perform? **This piece of equipment is the backbone of the City of Flagstaff's mining operation. Creation of a variety of material for road grading, shouldering, emergency backfill, and other needs organization-wide makes this equipment an extremely valuable asset. The ability to transport this replacement to different work sites will shorten hauling distances and allow more resources to be allocated toward other streets operations.**

Will the vehicle/equipment be used off road, and what percentage of the time will that occur? **Yes, 100%.**

Describe the public image and community perception associated with use of this vehicle/equipment? **This piece of equipment allows Street and other COF departments to provide the appropriate materials to keep transit networks safe and comfortable.**

What alternatives for this vehicle/equipment have been considered? (Check all that apply)

☐ Rental ☐ Other City Division ☐ Share ☐ Pool ☐ Other Agency

☒ Outside Contractor ☐ None ☐ Other (describe):

Describe the operational and budgetary impacts of the selected alternatives: (Provide documentation) **This piece of equipment saves the City of Flagstaff considerable amounts of money by making our own material instead of buying it from private companies. The cost to bring this piece of equipment up to Mine Safety and Health Administration standards would not be fiscally responsible.**

This equipment would be replaced using Highway User Revenue Funds and the street maintenance program will cover on-going maintenance costs.

Emergency and public safety considerations: **Well-maintained transit networks provide safe and comfortable transport for COF agencies and citizens. Having correct materials on hand for emergencies maximizes safety and minimizes liability.**

*Describe the vehicle/equipment that will be purchased, including purchase costs, fuel economy and any changes in operational use: **This piece of equipment would be a Metso S3.7 Track Screen with wireless remote dump, variable speed feeder, and dust suppression system. Diesel is the only fuel option for this piece of equipment.**

Additional notes:

Fleet Management Committee Review Date: 12/2025 Approved: x Yes ____ No

Signature of Form Preparer _____ Date: 06-05-2026

Signature of Section Head _____ Date: 6/5/26

Signature of Fleet Management Committee Chair _____ Date: 6/5/26

Signature of Division Director _____ Date: 6/5/26

Signature of Budget Team/ City Manager _____ Date: _____

Signature Sustainability Rep _____ Date 6/5/2026

MATERIALS AND SERVICES CONTRACT

Contract No. 2027-086

This Contract by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City"), and Goodfellow Corporation, a Utah corporation ("Contractor") shall be effective as of the date of the last signature below. The City and Contractor may be referred to as "Party" or jointly as "Parties."

RECITALS

WHEREAS, the City desires to contract with a vendor to obtain the following materials and/or services: New Astec GT205S 2 Deck Mobile Screen; and

WHEREAS, Contractor is able to provide the requested materials and/or services; and

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

AGREEMENT

1. Scope of Work

1.1 General Description

Contractor will provide the materials and/or services generally described as: New Astec GT205S 2 Deck Mobile Screen.

1.2 Specific Purchase

The specific requirements of the materials and/or services to be purchased are identified in the Quote (#05018-R2) attached hereto as *Exhibit A*. If any provisions or terms in the Quote conflict with a provision or term in this Contract, the provision or term in this Contract will control.

2. Term and Renewal

2.1 Contract Term

The Contract will be effective as of the date signed by both Parties and terminate upon delivery and acceptance of the materials and/or services described in the Quote.

3. Compensation and Materials & Prices

3.1 Compensation

Contractor shall be paid for satisfactory performance of the Contract in an amount not to exceed Four hundred ninety-four thousand two hundred ninety-five dollars and sixty-six cents ($494,295.66), including fees and taxes, in accordance with the Quote.

3.2 Formal Amendment Required

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 any amendment if the total amount of all amendments is less than $100,000; otherwise, City Council approval is required.

4. Termination and Cancellation Clauses

4.1 Conflict of Interest

The Contract is subject to the terms of A.R.S. § 38-511.

5. Insurance

5.1 Minimum Scope and Limits of Insurance

Contractor shall maintain the necessary state and/or federal insurance to provide the Materials described within the Contract. The City may request proof of insurance.

6. Indemnity

6.1 Indemnity

Contractor agrees to indemnify, defend, save, and hold harmless the City, its officers, officials, agents, and employees from and against any and all claims, demands, actions, liabilities, damages, losses, or expenses, including court costs, attorneys' fees, and costs of claim processing, investigation and litigation (hereinafter collectively referred to as “Claims”) that arise out of any actual or alleged bodily injury to any person (including death) or property damage caused or alleged to have been caused, in whole or in part, by the acts, errors, omissions, or negligence of the Contractor or any of Contractor's directors, officers, agents, employees, or volunteers in connection with or incident to this Contract. This indemnity provision shall survive the termination, cancellation, or revocation, whether in whole or in part, of this Contract.

7. Employees, Assignment, and Subcontractors

7.1 Assignment/Subcontracting

Contractor 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.

7.2 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, compulsory Workers' Compensation laws of the State of Arizona under A.R.S. § 23-901 (et. seq.) and/or unemployment insurance laws.

7.3 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, 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.

7.4 Drug Free Workplace

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

7.5 Immigration Laws

Pursuant to A.R.S. § 41-4401, Contractor 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.

7.6 Forced Labor of Ethnic Uyghurs

Contractor 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.

8. Invoicing and Payment After Delivery

8.1 Payment

Unless otherwise stated in the Quote, payment is due within thirty (30) days of the date of the Contractor's delivery of the materials and/or services conforming to the Contract and receipt of the Contractor's invoice, whichever is later.

8.2 Invoice

Contractor should invoice the City by an itemized list of charges. The City's Purchase Order Number and/or the Contract Number should be referenced on each invoice. 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 materials and/or services received and accepted by City.

8.3 Taxes

Contractor 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.

8.4 Exception

The City will pay any taxes which are specifically identified as a line-item dollar amount in Contractor'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 Contractor's invoices.

9. Materials

9.1 Quality

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

9.2 Manufacturer's Warranties

Contractor shall deliver all Manufacturer's Warranties to the City upon the City's acceptance of the Materials.

9.3 Delivery

1. Contractor shall deliver the Materials FOB destination to the City's receiving address as set forth in the relevant purchase order under the Contract. All transportation and handling charges shall be paid by the Contractor, unless the Parties agree otherwise in a writing signed by the Parties. Risk of loss of the Materials will pass to the City upon Contractor's delivery of Materials conforming to the Contract pursuant to a purchase order from the City under this Contract.

2. Contractor shall take all reasonable measures to ensure that any Materials purchased under this Contract shall be delivered within the time period specified in the Quote, unless the Parties agree otherwise in writing. Contractor will not be liable for delays in performance or for non-performance due to unforeseen circumstances or causes beyond the Contractor's reasonable control.

9.4 Default in One Installment to Constitute Total Breach

Contractor may not substitute nonconforming materials. Delivery of nonconforming materials, or a default of any nature, shall constitute a breach of the Contract as a whole.

10. General Terms

10.1 Governing Law and Venue

The Contract shall be governed by and construed in accordance with the laws of the State of Arizona. In the event of litigation, exclusive venue arising under this Contract is Coconino County, Arizona.

10.2 Attorneys' Fees

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

10.3 Public Records

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

10.4 Inspection

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.

10.5 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.

10.6 Compliance with Laws

Contractor 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.

11. 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. A "change order" is not a sufficient mechanism for amending the Contract.

12. Notice

Any formal notice under the Contract shall be in writing via certified mail and email as follows:

To the City:
Nathan Naliborski
Public Works - Fleet Services
City of Flagstaff

211 W. Aspen Ave.
Flagstaff, AZ 86001
Email:nnaliborski@flagstaffaz.gov
Phone:(928) 699-0469

To the Contractor:
Ryan Schoenthaler
Goodfellow Corporation
12639 W Butler Drive
El Mirage, AZ. 85335
Email: rschoenthaler@goodfellowcorp.com
Phone: (623) 715-5920

With a copy to:
Liane Garcia
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Email: lgarcia@flagstaffaz.gov

IN WITNESS WHEREOF, the Parties hereto have executed Contract as of the date hereinbefore indicated.

CITY OF FLAGSTAFF

SIGNATURE

FULL NAME

TITLE

DATE SIGNED

CONTRACTOR

SIGNATURE

INSERT VENDOR NAME HERE

FULL NAME

TITLE

DATE SIGNED

Attest:

SIGNATURE

Stacy Saltzburg

FULL NAME

City Clerk

TITLE

DATE SIGNED

Approved as to form:

SIGNATURE

FULL NAME

City Attorney's Office

TITLE

DATE SIGNED

Notice to Proceed issued:NO VALUE

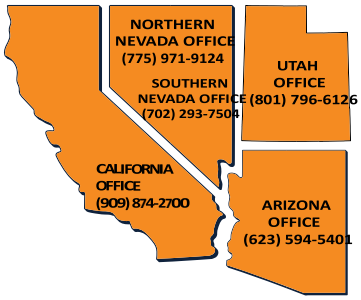
Exhibits List

A - EXH_A-Goodfellow_Quote_GT205S_2_Deck_ (1)

Exhibit A

EXH_A-Goodfellow_Quote_GT205S_2_Deck_ (1)

GOODFELLOW CORPORATION



City of Flagstaff - Public Works **September 4, 2026**

Attn: Kegan Slayton **Quote #: 05018-R2**

Thank you for the opportunity to quote your equipment as follows:

One (1) New Astec GT205S 2 Deck Mobile Screen to include the following:

- **Screen** - Incline screen with two decks: 5' x 18' (1520mm x 5490mm) bottom deck, 5' x 20' (1520mm x 6100mm) top deck; Screen-mounted hydraulic drive; Adjustable amplitude with bolt-on weights; Coil springs; Hydraulic mechanism for variable operating angles; Fines collecting hopper; Screen deck discharge chutes; Aggregate spreader; Hydraulic linkage to raise delivery conveyor for screen maintenance and to adjust material trajectory into feed box; Less screen cloth (bottom deck end tension; top deck side tension); Carriage bolts for side tension draw plates.
- **Chassis** - High strength welded steel main frame, channel cross section; 19.68" (500mm) wide tracks; Hydraulic track drive; Spring applied, hydraulic released brakes; Walkway around screen and fixed access ladder; Remote grease lubrication for ground-level access (except screen).
- **Hopper** - 12' (3660mm) Long (8 cubic yard; 6.1 cubic meter capacity) hopper; Sloped grizzly with 6" (150mm) openings, Hydraulic remote tipping grid; Foldable wings; Hydraulic support legs.
- **Belt Feeder** - Nominal 48" x 13' (1200mm x 3960mm) belt feeder with variable speed, high torque hydraulic drive; Formed plate frame; Rubber lagged head pulley and self-cleaning wing tail pulley mounted on pillow block bearings; Screw type take-ups; Feeder picking idlers; Return idlers; Return idler guards; EP500/3 belt with 5 mm top and 1.5 mm bottom covers; Vulcanized splice; Primary belt cleaner.
- **One (1) Delivery Conveyor** - Nominal 42" x 39' (1050mm x 11.9m) conveyor with hydraulic drive; Formed plate frame; Folds for transport; Full-length skirt boards; Rubber lagged head pulley and self-cleaning wing tail pulley mounted on pillow block bearings; Screw type take-ups; Wing-type troughing idlers; return idlers; Return idler guards; EP500/3 belt with 5 mm top and 1.5 mm bottom covers; Vulcanized splice; Primary belt cleaner.
- **Two (2) Side Conveyors** - Nominal 30" x 34' (800mm x 10.4m) conveyor with variable speed hydraulic drive; Tubing frame; Folds for transport; Rubber lagged head pulley and self-cleaning wing tail pulley mounted on pillow block bearings; Screw type take-ups; Wing-type troughing idlers; Return idlers; Return idler guards; Receiving hopper for both conveyors; EP315/3 belt with 3 mm top and 1.5 mm bottom covers; Vulcanized splice; Chevron belt; Beater roller.
- **One (1) Fines Conveyor** - Nominal 48" x 28' (1200mm x 8530mm) conveyor with hydraulic drive; Formed plate frame; Hydraulic discharge height adjustment; Folds for transport; Rubber lagged head pulley and self-cleaning wing tail pulley mounted on pillow block bearings; Screw type take-ups; Wing-type troughing idlers; return idlers; Return idler guards; EP400/3 belt with 4 mm top and 2.0 mm bottom covers; Vulcanized splice; Primary belt cleaner.
- **Power & Hydraulics** - Caterpillar C4.4 diesel engine, 136 HP (101 kW), Tier 4F; 100-gallon (378 liter) fuel tank; Engine mounted hydraulic pumps to operate all plant functions; 170 gallon (640 liter) hydraulic reservoir with return filters; Hydraulic system oil cooler.
- **Control System** - PLC control system with color display; Hour meter and emergency stops; Pendant remote control for tracks (wireless optional).

- **Paint** - Factory standard color(s).

Included Option:

- Chevron Belt for Delivery Conveyor

Sale Price as Listed Above ..... $ 426,620.00

FOB: Sterling, IL - Above price excluded transport to customer site
Lead Time: Q2 - 2027

- **Sales Tax ..... $ 39,675.66**
- **Freight from Yankton, SD to City of Flagstaff location ..... $ 28,000.00**

Grand Total ..... $ 494,295.66

Thank you,

Ryan Schoenthaler
Equipment Sales
(623) 715-5920

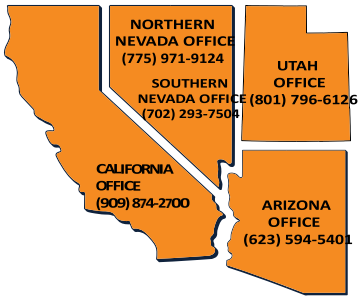
~~**Note: Price does not include taxes or freight. All equipment availability and lead times are subject to prior sale.**~~

This Proposal expires, if not accepted in writing, within 30 days of the date of this proposal.

Lead times are estimated and complete lead times cannot be guaranteed until PO is received

Payment Terms - Purchase:

- 30% down payment
- Balance due prior to shipment
- All progress payments are due upon receipt



~~Tariffs:~~

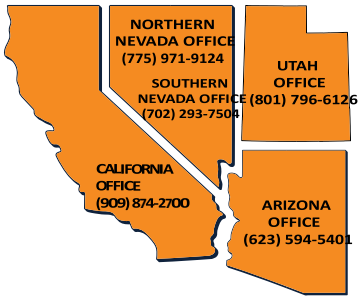
- ~~Goodfellow equipment and fabrication prices exclude taxes, tariffs, duties, and other government-imposed assessments. Goodfellow may adjust prices before shipment to reflect increased costs due to tariffs, duties, or other factors. When and if price adjustments are necessary, this will be communicated promptly to our customers. Supporting documentation will be provided where possible, subject to confidentiality restrictions.~~

_____

Name Signature Title

Date _____ PO#_____

GOODFELLOW CORPORATION



TERMS AND CONDITIONS

1. Proposal to furnish new products, whether in existence or to be manufactured are based on prices, freight rates and other cost factors prevailing at the time of shipment. Prices of new products are subject to increase if increased by the manufacturer prior to acceptance of order by seller. Freight costs, if any, included in proposal are subject to correction if shipping tariffs change prior to shipment. Other cost factors, if any, are subject to increase before acceptance of order by seller.
2. Delivery estimates are approximate and are based on information from the manufacturer as of the proposal date or the most recent date confirmed. Seller does not accept any liability for delay in manufacture, shipment or delivery.
3. Proposals relating to specific existing products are made subject to prior sale or commitment unless otherwise specifically stated herein.
4. Proposals and sales of used products are as is unless otherwise specifically stated herein.
5. Acceptance of Seller's proposal by the Buyer followed by written acknowledgement by one of Sellers authorized employees constitutes the entire agreement between parties, and supercedes and rescinds all prior agreements relating to the subject matter hereof. No amendment, modification, or supplement to this agreement shall be binding upon Seller unless it is in writing signed by one of Seller's authorized employees.
6. An order, once accepted and acknowledged, may not be cancelled without Seller's prior written consent, and buyer agrees to pay any cancellation charge assessed against Seller by the manufacturer and Seller's accumulated direct costs as a result of the cancellation.
7. Buyer accepts responsibility for any purchased product when it is delivered at the F. O. B. point specified in the order whether to Buyer, Carrier or Bailee, whichever occurs first. Buyer authorizes Seller to execute on Buyers behalf shippers or carriers bill of lading or contract for carriage of product related to shipment.
8. No action against Seller for breach of this contract or any other obligation of Seller herein can be commenced after more than one year after the same has occurred.
9. Payment of the purchase price is due and payable per the terms shown on this agreement unless other specific terms are arranged and approved. If a form of differed payment plan is used, Buyer agrees to execute documents required and to furnish financial statements or information requested. Terms for deferred payment are subject to approval of Seller. Buyer represents that it is solvent.
10. All payments and sums due Seller shall be payable on demand and are subject to service and handling fees of 18% per annum after due.
11. Title to the within described equipment shall remain in Seller until such time as payment has been made in full. Buyer agrees that Seller shall have a security interest in the equipment to secure payment in accordance with the payment terms set forth herein, and that Seller shall have all rights of a secured party under the Uniform Commercial Code as enacted in the state of Utah, including the right to repossess the equipment and to obtain a deficiency judgment, in the event these payment terms are not met. Buyer agrees to execute financing statements if Seller so requests.
12. To the extent any provision of this agreement is not enforceable under applicable law; such provision shall be deemed null and void and shall have no effect on the remaining portions of this agreement.
13. Seller shall not be liable for the cost of any charges relating to inspections, testing and/or modifications necessary to conform to specific codes.
14. Buyer is responsible for all protective guards where equipment is operating. Buyer accepts responsibility for interpreting Local State, and Federal regulations regarding protective guards and the installation and consistent use of guards where ever deemed necessary. Buyer indemnifies Seller of all liability arising from machinery with inadequate protective equipment or guards.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Sullivan Moore, Housing Planner

Date: 09/24/2026

Meeting Date: 10/06/2026

TITLE:

Consideration and Approval of Contract: Loan Documents with Lone Tree Ranch, LP related to a $1,650,000 loan for development of affordable housing units

STAFF RECOMMENDED ACTION:

1. Approve loan documents related to a loan of $1,650,000 to Lone Tree Ranch, LP for affordable housing rental units, using Rental Incentive Bond Program (RIBP) funds; and
2. Authorize the City Attorney to approve nominal changes to the documents if required for consistency; and
3. Authorize the City Manager to execute the final loan documents, consisting of (a) Funding Agreement, (b) Promissory Note, (c) Deed of Trust, (d) Declaration of Restrictive Covenants.

Executive Summary:

Staff is recommending Council approval of loan documents with Lone Tree Ranch, LP (Developer). Developer responded to a Notice of Funding Availability in February 2026, and the City Council previously recommended an award of $1,650,000 for construction of 100% affordable rental units at the multifamily project, Lone Tree Ranch, by Lincoln Avenue Communities.
Project Details:

- Unit count: 168 affordable units
- Income Level Served: Households up to 60% of the Area Median Income ($60,480 for a household of 3)
- Loan Amount: $1,650,000
- Loan term: 50 years
- 0% interest
- Loan fully forgiven at 50 years of compliance

Financial Impact:

Project Name: Lone Tree Ranch
Cost: $1,650,000
Account Number Budgeted: 411-13-105-0354-4-4290
FY Budgeted Amount: $5,000,000
Grant Funded: n/a
Funding Source: Housing Bond (Prop 442) - Rental Incentive Bond Program

Policy Impact:

None

Previous Council Decision or Community Discussion:
Council approved the Rental Incentive Bond Program by Resolution 2023-31 on November 7, 2023.
Council approved a recommendation for award of a loan for the Lone Tree Ranch, by Lincoln Avenue Communities development on April 7, 2026.
Council approved a Development Agreement with Lone Tree Ranch, LP in March 2026 which, among other things, includes zoning code incentives for the provision of affordable housing units.

Options and Alternatives to Recommended Action:
1. Approve the loan and loan documents as recommended.
2. Amend the loan documents per Council direction.
3. Reject staff recommendation.

Background and History:
Housing Bond
Proposition 442 authorized the use of $20 million dollars of general obligation bonds for "Creating Rental and Ownership Opportunities for Residents of Flagstaff" and was approved by voters in the November 2022 General Election. Proposition 442 identified four affordable housing spending categories, including "incentivizing the private sector to incorporate affordable rental housing into new developments."

Rental Incentive Bond Program
Approved by City Council in November 2023, the RIBP is intended to provide loans to eligible developers of rental housing choosing to include a minimum of 10% affordable units in new rental projects serving households at or below 80% area median income in Flagstaff.

NOFA and Evaluation Process
On January 2, 2026 the City of Flagstaff published Request For Proposals (RFP) for a NOFA (#2026-132) for $1,650,000 in Rental Incentive Bond Program funds. Three applications were received by the closing date of February 2, 2026 and were provided to a Ranking Committee and scored individually in accordance with the NOFA's evaluation criteria. The NOFA identified that the highest-scoring application would receive a recommendation for full funding, with any remaining funding to be awarded to the next highest-scoring application until all funding is allocated. Lincoln Avenueös application was the highest-scoring application and was therefore recommended for full funding at the requested amount of $1,650,000.

Project Details
Lincoln Avenue Communities is the developer of Lone Tree Ranch, a multifamily low-income housing tax credit project that utilizes noncompetitive 4% bond funding and is located at the northeast corner of Lone Tree Road and Pine Knoll Drive. This project was originally approved as a rezoning case by Council in March 2026 and included a development agreement designating 168 (100%) affordable units serving households up to 60% AMI for a period of 30 years, per their LIHTC requirements. With this funding, Lincoln Avenue Communities has proposed to extend the affordability period from 30 to 50 years, which would result in their loan being forgiven, per the adopted RIBP.

Loan Documents
Attached loan documents include a funding agreement between the City of Flagstaff and Lone Tree Ranch, LP, a promissory note, and a deed of trust. All loan documents were prepared by the City's legal counsel and reviewed by the awardee.

Connection to PBB Priorities and Objectives:

Livable Community: Actively support attainable & affordable housing through City projects & opportunities with developers.

Connection to Regional Plan:
Goal LU.9. Focus reinvestment, partnerships, regulations, and incentives on developing or redeveloping urban areas.
Goal NH.3. Make available a variety of housing types at different price points, to provide housing opportunities for all economic sectors.
Policy NH.3.1. Provide a variety of housing types throughout the City and region, including purchase and rental options, to expand the choices available to meet the financial and lifestyle needs of our diverse population.
Policy NH.3.3. Increase the availability of affordable housing for very low-income persons, through innovative and effective funding mechanisms.
Policy NH.3.5. Encourage and incentivize affordable housing.

Connection to Carbon Neutrality Plan:
HA-1: Create housing options for households at all income levels and family sizes occupied by local residents
HA-2: Connect people to equitable housing solutions.
HA-4: Protect people from housing discrimination and remove housing barriers.

Connection to 10-Year Housing Plan:
Goal: Create housing options for households at all income levels and family sizes occupied by local residents.
Create 1: Incentivize the creation of affordable units through various programs and mechanisms.
Goal: Protect people from housing discrimination and remove housing barriers.
Protect 2: Ensure affordable housing is a part of every Flagstaff neighborhood and work to address disparate impact as part of any development or redevelopment.

Connection to Division Specific Plan:
see above

Attachments:
Funding Agreement
Exhibit B to Funding Agreement
Promissory Note
Deed of Trust
Declaration of Restrictive Covenants
Rental Incentive Bond Program

FUNDING AGREEMENT

(Lone Tree Ranch Affordable Housing)

THIS FUNDING AGREEMENT (this "Agreement"), dated as of _____, 2026, is made and entered into by and between LONE TREE RANCH, L.P., an Arizona limited partnership (the "Borrower") and CITY OF FLAGSTAFF, ARIZONA, a municipal corporation of the State of Arizona (the "City").

R E C I T A L S

A. Proposition 442 approved by the voters in November 2022 authorized the use of $20 million dollars of general obligation bonds for "Creating Rental and Ownership Opportunities for Residents of Flagstaff" and established four (4) affordable housing categories, including "incentivizing the private sector to incorporate affordable rental housing into new developments".

B. The Rental Incentive Bond Program ("RIBP") was approved by the City Council in November 2023, its purpose to provide loans to eligible developers of rental housing choosing to include a minimum of ten percent (10%) affordable units in new rental projects serving households in Flagstaff at or below eighty percent (80%) area median income ("AMI").

C. The City published NOFA #2026-132 on January 9, 2026 ("NOFA") and in accordance with its evaluation process identified the Borrower as one of the applicants to receive an award of funds from the RIBP ("RIBP Funds") in the form of a loan to the Borrower. The NOFA can be reviewed at City Hall.

D. Borrower owns a fee simple interest in certain real property located at the northeast corner of Pine Knoll Drive and Lone Tree Road in Flagstaff, Arizona, more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Land").

E. The City subject to the Borrower's agreement to and compliance with the terms and conditions of the RIBP award and the RIBP Funds documents, which include this Agreement, the Promissory Note ("the Note"), Deed of Trust (With Assignment of Rents and Security Agreement and Fixture Filing) ("Deed of Trust"), Declaration of Restrictive Covenants ("Declaration" or "Covenant"), and such other documents as the City in its sole, but reasonable, discretion shall determine necessary, agrees to provide to Borrower a loan in the original principal amount of One Million Six Hundred and Fifty Thousand and 00/100 Dollars ($1,650,000.00) of RIBP Funds (the "Loan") for the construction of an affordable housing unit development (the "Improvements"), which will include one hundred and sixty eight (168) affordable units serving households at or below sixty percent (60%) AMI (as adjusted for family size), and be known as Lone Tree Ranch on the Land. The Land and the Improvements are referred to collectively hereafter as the "Development."

E. The Borrower and the City have negotiated the terms and conditions of, and wish to enter into this Agreement to set forth the terms and conditions of the disbursement of the Loan and specific terms and conditions concerning the RIBP funds as indicated herein.

F. Except as otherwise specified herein, capitalized terms used herein, including the above recitals, shall have the meanings set forth in Paragraph 2 of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. INCORPORATION OF RECITALS. The above recitals are true and correct and are incorporated into and made a part hereof.

2. DEFINITIONS. As used in this Agreement the terms listed below shall have the following meanings unless otherwise required by the context:

Completion Date: November __, 2028, or later date approved by the mutual agreement of the parties in writing.

Construction Contract: The general construction contract between the Borrower and the General Contractor for the installation and construction of the Improvements.

Contractor or General Contractor: Ironmark West, LLC a Minnesota limited liability company.

Debt Service Coverage Ratio: means, for any period, the ratio of the Project's net operating income to the regularly scheduled principal and interest payments due on Project indebtedness for the same period, excluding balloon payments and payments payable solely from surplus cash.

Declaration: that certain Declaration of Restrictive Covenants for affordable housing by the Borrower in favor of the City in connection with the Loan.

Developer: Lone Tree Ranch Developer LLC, a Delaware limited liability company

Development: as defined in recital E.

Events of Default: As defined in Section 10 of this Agreement.

Final Plans: The plans and specifications for the construction of the Improvements and all amendments and modifications thereto were reviewed by the City on or before October 6, 2026, prior to the disbursement of the Loan.

First Mortgage: means that certain (or those certain) Deed(s) of Trust from the Borrower in favor of the First Mortgagee (as defined herein).

First Mortgagee: collectively, Western Alliance Bank, the Arizona Industrial Development Authority and Zions Bancorporation, as well as any subsequent holder of the note evidencing the senior loan(s) secured by the First Mortgage.

Investor: As defined in Section 10 hereof.

Land: As defined in recital D.

Loan: As defined in recital E.

Loan Documents: The Note, this Agreement, Deed of Trust, the Declaration and all other documents evidencing or securing the Loan.

Note: That certain Promissory Note dated as of the date hereof, in the principal amount of One Million Six Hundred and Fifty Thousand and 00/100 Dollars ($1,650,000.00) by the Borrower to the City, evidencing the Loan pursuant to the Loan Documents, as may be amended, modified or supplemented from time to time.

Partnership Agreement: The Amended and Restated Agreement of Limited Partnership of the Borrower dated on or about October 6, 2026.

Permanent Conversion: Means the date on which the Borrower's construction financing is repaid and replaced with the Borrower's permanent financing, which is contemplated to occur on or before [April 6, 2030].

State: Shall mean the state of Arizona.

3. THE LOAN.

The City will make the Loan to the Borrower subject to the terms and conditions set forth herein, and the Borrower agrees to the Loan and expressly agrees to comply with and perform all of the terms and conditions of the Loan Documents.

(a) Disbursement of RIBP Funds. The City will disburse the proceeds of the Loan to Borrower for the construction of the Project simultaneously with (or after) the recordation of the Deed of Trust and Declaration.

(b) Term. The term of the Loan shall be fifty (50) years from the disbursement of the RIBP Funds.

(c) Security. The Loan shall be evidenced by the Note and the other Loan Documents as herein provided.

(d) Interest and Payments. No interest and no payments are required during the term of the Loan if the Borrower has not otherwise defaulted on the Loan and if the affordable units in the Development continuously meet affordability and maintenance requirements as determined by the City in its sole discretion.

(e) Loan Forgiveness. Upon Borrower's strict compliance with the Loan Documents and the RIBP NOFA throughout the entire Term, the City, in its sole and absolute discretion, may forgive the balance of the Loan, in full or in part, during the last twenty (20) years of the term of the Loan consistent with the NOFA and as more specifically described in the Note.

4. CONSTRUCTION OF IMPROVEMENTS.

(a) Commencement and Completion. The Borrower shall cause construction of the Improvements to be prosecuted with reasonable diligence and dispatch so that the Improvements are completed substantially in accordance with the Final Plans on or before the Completion Date, free and clear of all unbonded liens or claims for materials, labor, services, or other items furnished in the construction of the Improvements, and in full compliance with all applicable building, zoning and other applicable local, state and federal ordinances and regulations. The Completion Date shall be extended for Unavoidable Delays (as defined below). Completion of the Improvements shall be evidenced by issuance of a temporary or permanent certificate of occupancy or completion on all of the Improvements by the governmental authorities having jurisdiction over the Development. "Unavoidable Delays" is defined as delays due to strikes, pandemics, blackouts, acts of God, restrictions of any governmental authority, failure or inability to secure materials or labor by reason of priority or similar regulation or order of any governmental authority, enemy action, civil disturbance, fire, inclement weather, or any other act beyond the reasonable control of the Borrower, (excluding, however, the inability or failure of the Borrower to obtain any financing which may be necessary to carry out its obligations under this Agreement), provided, however, within fifteen (15) days after the termination of the occurrence which caused any such delay, the Borrower shall have given written notice to the City of the cause of the delay and the period of time during which it existed, and the period of Unavoidable Delay shall be such period of time during which the particular delay existed or such longer period of time as the City, in its reasonable discretion, may determine.

(b) Right of City to Inspect. Subject to the rights of the tenants of the Development, the City and any other agent or representative of the City shall have the right to enter the Development during normal business hours for the purpose of inspecting the construction and the Improvements upon seventy-two (72) hours prior written notice to the Borrower. The Borrower shall cause the General Contractor and all subcontractors, suppliers, and tenants (subject to the rights of the tenants) to reasonably cooperate with the City and such agents and representatives in the exercise of their rights and performance of their duties hereunder. This provision shall not impose on the City any obligation to inspect or to correct any defects discovered or to notify any person with respect thereto.

5. CONDITIONS TO THE EXECUTION OF THIS AGREEMENT BY CITY. The conditions listed below are conditions precedent to City's execution hereof and shall be complied with in form and substance satisfactory to City and its counsel prior to City's execution hereof:

(a) Survey. The Borrower shall deliver to City a current survey of the Development, certified to the City.

(b) Contracts. The Borrower shall deliver to the City an executed copy of the Construction Contract.

(c) Note. The Note shall be duly authorized, executed and delivered by the Borrower to the City.

(d) Deed of Trust. The Deed of Trust shall be duly authorized and delivered by the Trustor to the City.

(e) Declaration. The Declaration shall be duly authorized, executed and delivered by the Borrower to the City.

(f) Organizational Documents. To the extent applicable, the Borrower shall deliver to the City the following documents:

i. The Certificate of Incorporation of the Borrower, or, if the Borrower is a limited partnership, the Certificate of Limited Partnership of the Borrower and all amendments thereto, or, if the Borrower is a limited liability company, the Articles of Organization of the Borrower and all amendments thereto, and the Certificate of Incorporation or Certificate of Formation of any corporate general partners or managing members, as applicable, of the Borrower certified by the appropriate official of the state of their incorporation/formation, together with a certificate of such official to the effect that each such entity is in good standing therein;

ii. A good standing certificate of the Borrower from the Arizona Secretary of State;

iii. Articles of Incorporation and Bylaws of the Borrower, if a corporation, certified by the Secretary of such corporation; or Limited Partnership Agreement of the Borrower, if a limited partnership; or Articles of Organization and Operating Agreement of the Borrower, if a limited liability company;

iv. Incumbency certificates identifying the officers and directors of the Borrower or its General Partner or its Managing Member, as applicable, certified by an officer or authorized manager of such entity;

v. Certified resolutions of the Board of Directors of the Borrower or the corporate general partners or managers of Borrower, as applicable, authorizing the execution and delivery of the Loan Documents, and all other documents necessary or desirable for the consummation of the transactions contemplated by this Agreement; and

vi. Certified resolutions of the Borrower or its General Partner or its Managing Member, as applicable, authorizing the execution and delivery of the Loan Documents, and all other documents necessary or desirable for the consummation of the transactions contemplated by this Agreement.

(h) Insurance. The insurance requirements are attached hereto as Exhibit "B" and incorporated herein by reference and include the requirements of this paragraph. Borrower shall deliver evidence satisfactory to the City of the existence of public liability, builder's risk, permanent hazard/all risks, flood (if applicable) and worker's compensation insurance and any other reasonable insurance coverage. Borrower agrees that it shall promptly notify the City upon receiving notice of cancellation, modification or non-renewal of any policy. Borrower agrees that the City shall have the right to take any action necessary to continue said insurance in full force and effect including, but not limited to, paying premiums. Any funds advanced to continue said policies in full force and effect shall be considered as advances hereunder and shall bear interest from the date of disbursement at the default rate set forth under the Loan Documents.

(i) Other Documents. The Borrower shall deliver to the City such other documents and information as the City may reasonably require.

(j) Representations and Warranties. The representations and warranties of the Borrower as set forth in this Agreement and the Loan Documents shall be true and correct in all material respects at the time made.

6. EXPENSES. The Borrower shall pay all reasonable, third-party fees and charges actually incurred in the procuring and making of the Loan, if applicable, and all other reasonable, third-party expenses actually incurred by the City during the term of the Loan, including without limitation the title company's fees and premiums, charges for examination of title to the Development, expenses of surveys (which shall be limited to the ALTA survey provided at the time of Loan closing and the ALTA As-Built survey provided at Permanent Conversion), actual reasonable legal fees and costs, and recording expenses applicable to the Loan Documents. The Borrower shall also pay any and all insurance premiums, taxes (if any), assessments, water rates, sewer rates and other charges, liens and encumbrances upon the Development, any other expenses shown as part of the total development cost, and any other amounts necessary for the payment of the cost of constructing and operating the Improvements.

7. SPECIAL PROVISIONS APPLICABLE TO LOANS UNDER THE RIBP AWARD. The Borrower expressly agrees to the following terms and conditions:

(a) Set Asides and Rent Level Requirements. The Borrower shall comply with the set asides, rent restrictions, demographic commitment and other requirements set forth in the Loan Documents.

(b) Compliance with the RIBP NOFA. The RIBP Loan shall be subject to all of the terms and conditions of the NOFA #2026-132. Without limitation, and notwithstanding anything to the contrary herein, the RIBP Funds shall only be used for costs relating to the pre-development and construction of the affordable rental housing units in the Development. If Borrower fails to comply in all material respects with the terms of RIBP NOFA and Loan Documents, it shall be required to repay to the City the RIBP Funds.

(c) No Discrimination. The Borrower shall not discriminate on the basis of race, religion, color, sex, familial status, national origin or disability in the lease, use or occupancy of

the Development. Age discrimination and discrimination against minor dependents, except when units are specifically being held for the elderly is also not permitted.

(d) Prepayment Penalty. The Loan shall not be subject to any prepayment penalty.

(e) Sale or Transfer of the Development; Refinancing of First Mortgage. Any attempted sale, transfer or conveyance of the Borrower's fee interest in the Development, unless approved in writing by the City, which approval shall not be unreasonably withheld, conditioned or delayed, is strictly prohibited and all principal and interest, as well as all other obligations due or accrued under the Loan Documents, shall be due immediately. Notwithstanding the foregoing, the City agrees to subordinate its Loan to any future refinancings of the First Mortgage and/or any future financing of the Resyndication Partnership (as defined herein) in connection with a resyndication of the Project by an entity under common control with Borrower ("Resyndication Partnership") who agrees to preserve the Development as affordable housing so long as any such new financing doesn't cause the Project to have less than a 1.15x debt service coverage ratio with respect to such new financing.

(f) Uniform Administrative Requirements. Borrower shall comply with the applicable portions of the Uniform Administrative Requirements, Cost Principals and audit requirements found in 2 CFR 200. Borrower shall retain all records pertaining to this Agreement, regardless of the form of the record (e.g. paper, film, recording, electronic), including but not limited to financial records, supporting documents, statistical records, and any other documents (hereinafter referred to as "Records") for a period of five (5) fiscal years after all reporting requirements are satisfied and final payments have been received, or if an audit has been initiated and audit findings through ligation or otherwise.

(g) Relocation of Tenants. To the extent applicable, the Borrower shall comply with the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. s. 4601-4655) and implementing regulations (not required for new construction).

(h) Lead-Based Paint. The Development is subject to the requirements of 24 C.F.R. Part 35.

(i) Debarment and Suspension. Borrower hereby certifies that neither it nor any of its general partners, managing members or their principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in receiving RIBP Program funds.

(j) Flood Insurance. In accordance with the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001-4128), RIBP Program funds may not be used with respect to the acquisition, new construction or rehabilitation of a Development located in an area identified by the Federal Emergency Management Agency ("FEMA") as having special flood hazards unless the community in which the Development is located is participating in the national flood insurance program; therefore, the Borrower hereby certifies that the Development is either not located in an area identified by FEMA as having special flood hazards or, if the Development is located in an

area identified by FEMA as having special flood hazards, that the community in which the Development is located is participating in the national flood insurance program.

(k) Property Standards for New Construction. The Development must meet the following requirements including, but not limited to, (i) the accessibility requirements of 24 CFR part 8, which implements section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), (ii) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) implemented at 28 CFR parts 35 and 36, as applicable, and (iii) the energy efficiency standards established pursuant to section 109 of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12709).

(l) VAWA Requirements. The Borrower agrees to comply with the Violence Against Women Act (VAWA) requirements set forth in 24 CFR part 5, subpart L, including notice obligations and obligations under the emergency transfer plan.

(m) Citations. In the event that any of the citations listed herein are changed, modified, amended or corrected, Borrower agrees to comply with any and all applicable, similar statutes, rules or regulations.

(n) Cooperation. The Borrower shall cooperate fully, as and to the extent reasonably requested by the City, in connection with any audit or report required under the Act and the rules promulgated thereunder and with any other audit or reporting requirements under federal, state, or local law. Such cooperation shall include the retention and provision of records and information reasonably relevant to any such report or audit and making employees and agents available to provide additional information and explanation of any material provided under this Agreement.

(o) Reports. The Borrower shall provide the City with biannual reports until submission of the administrative close-out report, which shall occur within 60 days of the Completion Date. These reports shall include the current status and progress by the Borrower in completing the Improvements and the expenditure of funds under this Agreement, in addition to any other information reasonably requested by the City.

(p) Required certifications. Each report must include a certification, signed by an official who is authorized to legally bind the Borrower.

8. WARRANTIES AND REPRESENTATIONS OF THE BORROWER. The Borrower represents and warrants as of the date hereof, as follows:

(a) Organization Status. If a partnership, the Borrower is duly organized, is in good standing as a limited partnership under the laws of the State and the state of its organization, if different; further, each general partner of the Borrower if a corporation or a limited liability company, is duly organized and in good standing under the laws of the State and the state of incorporation or organization, if different. If a corporation, the Borrower is duly organized, is in good standing as a corporation under the laws of the State and the state of its organization, if different. If a limited liability company, the Borrower is duly organized, is in good standing as a limited liability company under the laws of the State and the state of its organization, if different.

(b) Construction and Compliance with Laws. To Borrower's knowledge, based upon its due diligence and review, there is no violation of any applicable zoning, building or any other local, state or federal laws, ordinances and regulations existing with respect to the anticipated use and construction of the Development; the Borrower shall obtain all licenses, permits and approvals required by all local, state and federal agencies regulating such construction and use; and the Borrower is in compliance with all applicable laws, regulations, ordinances and orders of all governmental authorities having jurisdiction over the Development.

(c) Suspension/Debarment . Borrower certifies, for itself and, on behalf of the Contractor and subcontractors, that as of the date of its execution of this Agreement, neither Borrower nor any of its Contractor, nor to its knowledge, any subcontractors or suppliers are under suspension or debarment by the State of Arizona, the federal government or any governmental entity, instrumentality or authority and, if Borrower cannot so certify, then it agrees to submit with this Agreement a written explanation of why such certification cannot be made. The City will accept a certification by the Contractor in lieu of the Borrower's certification of the above.

(d) Authority to Enter into Loan Documents. The Borrower has full power and authority to enter into the Loan Documents and consummate the transactions contemplated hereby, and the facts and matters expressed in the opinions of its legal counsel are true and correct.

(e) Validity of Loan Documents. The Loan Documents have been approved by those persons having proper authority, and are in all respects legal, valid and binding according to their terms (subject to applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and to general principles of equity).

(f) Priority of Lien on Personalty. Except as previously disclosed in writing to the City or in the Borrower's Owner's Title Insurance Policy, no chattel mortgage, bill of sale, security agreement, financing statement or other title retention agreement has been or will be executed with respect to any personal property, chattel or fixture used in conjunction with the construction, operation, or maintenance of the Improvements as described.

(g) Conflicting Transactions of the Borrower. The consummation of the transaction hereby contemplated and the performance of the obligations of the Borrower under and by virtue of the Loan Documents will not constitute a default under, any lease, bank loan or credit agreement, or other instrument to which the Borrower is a party or by which it may be bound or affected.

(h) Pending Litigation. Except for actions, suits or proceedings which have been specifically disclosed to and accepted prior to disbursement of the Loan by the City in writing, there are no actions, suits or proceedings before or by any court or governmental authority, pending or to the actual knowledge of the Borrower threatened in writing that affect the Borrower or the Development which, if determined adversely to the Borrower or the Development, would have a materially adverse effect on the financial condition, properties, businesses or operations of the Borrower or the Development, or which may prevent or interfere with or prevent the Borrower entering into the Loan Documents, or the Borrower's ability to perform its obligations under the Loan Documents, or the validity of the Loan Documents, and, to the Borrower's knowledge,

Borrower is not in default beyond any applicable notice and cure periods with respect to any order, writ, injunction, decree or demand of any court or any governmental authority.

(i) Advertising. Subject to applicable laws, rules and regulations, during the period of the construction of the Improvements, the City shall have the right to install and maintain on the Development one or more signs identifying the City, or to be identified on such signs installed by others, as one of the institutions financing the Development. A sign or signs will be provided by the City and erected at the Borrower's expense. In connection with any leasing of the Development, or any portion thereof, which has been approved by the City, the Borrower will not use any promotional advertising or other material using the City's name without first obtaining City's prior written approval thereof, which approval shall not be unreasonably withheld.

(j) Hazardous Waste. The Borrower is in compliance in all material respects with all provisions of the Federal Water Pollution Control Act, Comprehensive Environmental Response, Compensation and Liability ("Superfund") Act of 1980 and other similar federal, state and local statutory schemes imposing liability on the Borrower relating to the generation, storage, impoundment, disposal, discharge, treatment, release, seepage, emission, transportation or destruction of any sewage, garbage, effluent, asbestos or asbestos-containing materials, polychlorinated biphenyls (PCBs), toxic, hazardous or radioactive materials, petroleum products, pesticides, smoke, dust, or any other form of pollution as such laws are in effect as of the date of this Agreement and with any rules, regulations and orders issued by any federal, state or local governmental body, agency or authority thereunder and with any orders or judgments of any courts of competent jurisdiction with respect thereto, and no assessment, notice of (primary or secondary) liability or notice of financial responsibility, or the amount thereof, or to impose civil penalties has been received by the Borrower. The Borrower has paid any environmental excise taxes, imposed upon it with respect to the Development pursuant to Sections 4611, 4661 or 4681 of the Internal Revenue Code of 1986, as from time to time amended.

(k) Representations and Warranties in Loan Documents. All of the representations and warranties of Borrower contained in the other Loan Documents are true and correct in all material respects as and when made and are incorporated herein by reference as if set out in full.

(l) Other Financing. The Borrower has not received any other mortgage financing for the construction of the Improvements other than the Loan, and the First Mortgage.

(m) Labor and Materials. All labor and materials contracted for in connection with the construction of the Improvements shall be in substantial accordance with the Final Plans.

(n) Contractor and Other Contractors. The Construction Contract and all other contracts with architects and engineers, which have been or will be executed, are in full force and effect and are the legal, valid and binding obligations of the General Contractor and each architect and engineer, as applicable, enforceable in accordance with the respective terms thereof; the General Contractor is a duly licensed general contractor under the laws of the State of Arizona; and each of the other aforementioned professional are duly licensed professional under the laws of the State of Arizona.

(o) Payments of Taxes. The Borrower and each of the guarantors, if any, has filed or caused to be filed, or will file or cause to be filed, all federal, state and local tax returns that are required to be filed and has paid or caused to be paid all taxes as shown on such returns or on any assessment received by it, to the extent that such taxes have become due.

(p) O.S.H.A. and Environmental Matters. The Borrower has duly complied with, and the Development is in full compliance in all material respects with, the provisions of the Federal Occupational Safety and Health Act, the Environmental Protection Act, and the Resource Conservation and Recovery Act ("RCRA") and all applicable rules and regulations thereunder and all applicable similar state and local laws, rules and regulations, including but not limited to any and all of the foregoing relating in any manner to underground tanks and other storage facilities or equipment and the removal and disposal of asbestos; there have been no outstanding citations, notices or orders of noncompliance issued to Borrower relating to its businesses or properties under any such laws, rules or regulations.

(q) ADA Compliance. The Development as constructed will comply with the Americans With Disabilities Act of 1990, as implemented by 28 C.F.R. Part 35, as amended (the "ADA"); and to the extent any renovation or changes are required to be made to the Development, so as to have the Development comply with and meet all the requirements of the ADA, the Borrower shall, at its expense, promptly undertake said renovations or improvements. Furthermore, the Borrower indemnifies the City from and against all claims, damages (specifically excluding special, consequential, loss of profit and other speculative damages), fines, penalties, losses, expenses (including reasonable attorneys' fees), liabilities and obligations arising out of or relating to any breach by the Borrower of this representation.

9. ADDITIONAL AND CONTINUING COVENANTS OF THE BORROWER.

The Borrower covenants and agrees with the City as follows:

(a) Compliance with Laws. The Borrower will comply promptly with all applicable federal, state and local laws, ordinances and regulations relating to the construction, use, and leasing of the Development, and will obtain and keep in good standing all necessary licenses, permits and approvals required or desirable for construction and use of the Improvements.

(b) Brokerage Commissions. The Borrower will not knowingly engage in any activity or enter into any relationship which will give rise to any loan or brokerage commission with regard to the Loan, and the Borrower will indemnify the City from the claims of brokers claiming through the Borrower and/or its affiliates arising by reason of the execution hereof or the consummation of the transactions contemplated hereby.

(c) The Borrower to Maintain Bookkeeping System. The Borrower shall maintain (or shall cause its management agent to maintain) a bookkeeping system for the Development in form and content sufficient for the City to conduct reviews, inspections, certifications and reports required by this Agreement. Subject to the privacy rights of the tenants of the Improvements required by law, the City shall have full (but confidential) access during normal business hours and after prior written notice to the Borrower, to the books, records and contracts pertaining to

construction and operation of the Development for affordable housing and/or the Borrower to determine the accuracy, correctness and reasonableness of the sum advanced hereunder. Borrower shall retain all records pertaining to this Agreement, regardless of the form of the record (e.g. paper, film, recording, electronic), including but not limited to financial records, supporting documents, statistical records, and any other documents (hereinafter referred to as "Records") for a period of five (5) fiscal years after all reporting requirements are satisfied and final disbursements have been received, or if an audit has been initiated and audit findings through ligation or otherwise.

(d) Collection of Insurance Proceeds. Subject to the rights of the First Mortgagee, the Borrower will cooperate with the City in obtaining for the City the benefits of any insurance or other proceeds lawfully or equitably payable to it in connection with the transaction contemplated hereby and the collection of any indebtedness or obligation of the Borrower to the City incurred hereunder (including the payment by the Borrower of the expense of an independent appraisal on behalf of the City in case of a fire or other casualty affecting the Development).

(e) Consolidation, Merger, Entity Status. The Borrower shall not consolidate with or merge into any other partnership, corporation or limited liability company, or permit another partnership, corporation or limited liability company to merge into it, or voluntarily or involuntarily fail to maintain its current status.

(f) Further Assurances and Preservation of Security. The Borrower will do all acts and execute all documents for the better and more effective carrying out of the intent and purposes of this Agreement, as the City shall reasonably require from time to time, and will do such other acts necessary to preserve and protect the collateral at any time securing or intending to secure the Note, as the City may reasonably require.

(g) Utilization of Loan Proceeds. The Borrower will utilize the proceeds of the Loan solely for eligible uses under the City of Flagstaff's Rental Incentive Bond Program.

(h) No Assignment. The Borrower shall not assign this Agreement or any interest therein, and any such assignment shall be void and of no effect.

(i) Rights Inferior. The City shall not be liable to materialmen, contractors, subcontractors, sub-subcontractors, laborers, suppliers or others for goods or services delivered by them in or upon the Land or employed in the construction of the Improvements, or for any debts or claims accruing to any of said parties against the Borrower or against the Development , and it is distinctly understood and agreed that there is no contractual relationship, either express or implied, between the City and any materialmen, contractors, sub-contractors, sub-subcontractors, craftsmen, laborers or any person supplying any work, labor or material.

(j) Borrower's Rights Assigned. Subject to the First Mortgagee's superior rights, the Borrower hereby assigns to the City, effective however, only after an Event of Default and the expiration of applicable notice and cure periods, all rights of the Borrower under its contract with the General Contractor and under its contracts with any other professionals, and the City shall have the option during the existence of an Event of Default, and the expiration of applicable cure

periods, in its sole discretion and in addition to any other rights and remedies the City may have, to exercise its rights under this assignment. Nothing herein shall be construed, however, to require the City to exercise any rights under this paragraph.

10. DEFAULT. Upon the occurrence of any of the following events and subject to the expiration of any applicable notice and cure periods (an "Event of Default") all obligations on the part of the City shall, if the City elects, terminate, and the City may at its option exercise any of its remedies at law or equity including without limitation causing Borrower's immediate repayment of the Loan. All prior commitments to forgive any portion or all of the Loan shall be terminated and not reinstated notwithstanding the Borrower bringing the Loan into compliance or curing the Default.

(a) Bankruptcy. If there is filed by or against the Borrower a petition in bankruptcy or a petition for the appointment of a receiver or trustee of the property of the Borrower, and any such petition not filed by the Borrower is not dismissed within ninety (90) days of the date of filing; or if the Borrower files a petition for reorganization under any of the provisions of the United States Bankruptcy Code or of any similar law, state, federal, or foreign, and any such petition is not dismissed within ninety (90) days of the date of filing, or if either of them makes a general assignment for the benefit of creditors or makes any insolvency assignment or is adjudicated insolvent by any court of competent jurisdiction, any of which events, in the reasonable judgment of the City, will cause material interference with the timely completion of the Improvements; or

(b) Payment. The Borrower fails to make any payment of principal or interest required under the Note within five (5) days of when due; or

(c) Breach of Covenants, Warranties and Representations. If any warranty or representation made by the Borrower or pursuant to the terms of the Loan Documents shall be false or misleading in any material respect as and when made, or if the Borrower shall fail to keep, observe or perform in all material respects any of the terms, covenants, representations or warranties contained in the Loan Documents (provided, that with respect to nonmonetary Events of Default, the City shall give written notice to the Borrower, who shall have thirty (30) days after the date it receives such written notice to cure, which time shall be extended by the City, if Borrower cannot reasonably cure within thirty (30) days, for an additional period of time as the City deems appropriate in its sole but reasonable discretion for Borrower to cure such nonperformance, and that with respect to monetary Events of Default, the Borrower shall have a five (5) day grace period); or

(d) Failure to Comply with Requirements of RIBP Fund Recipients. If at any time the Borrower or Development is not in compliance in all material respects with requirements associated with the RIBP Funds, including, but not limited to the, the affordability requirements set forth in Sections 2 and 3 of the Declaration, such funds will be immediately due and payable to the City.

Notwithstanding the foregoing, [ADD NAME OF INVESTOR FUND ONCE KNOWN], the investor limited partner of the Borrower (the "Investor") and the First Mortgagee shall each

have the right, but not the obligation, to cure any Event of Default and such cure effectuated by such parties shall be treated the same as if made directly by the Borrower.

11. REMEDIES OF THE CITY. Subject to the rights of the First Mortgagee , upon the occurrence and during the continuance of an Event of Default, then the City may, at its option, upon written notice to the Borrower:

(a) Cancel this Agreement.

(b) Commence legal or equitable action to enforce performance of this Agreement.

(c) Accelerate the payment of the Note and the Loan and commence legal and equitable action to collect all such amounts due the City.

(e) Exercise any other rights or remedies the City may have under the Loan Documents referred to in this Agreement or executed in connection with the Loan or which may be available under applicable law.

No right, power or remedy of the City as provided in this Agreement is intended to be exclusive of any other right, power, or remedy of the City, but each and every such right, power and remedy shall be cumulative and concurrent and in addition to any other right, power or remedy available to the City now or hereafter existing at law or in equity and may be pursued separately, successively or concurrently at the sole discretion of the City. The failure of the City to exercise any such right, power or remedy shall in no event be construed as a waiver or release thereof.

12. GENERAL TERMS. The following shall be applicable throughout the period of this Agreement or thereafter as provided herein:

(a) Rights of Third Parties. All conditions of the City hereunder are imposed solely and exclusively for the benefit of the City and its successors and assigns, and no other person shall have standing to require satisfaction of such conditions or be entitled to assume that the City will make the Loan in the absence of strict compliance with any or all thereof, and no other person shall, under any circumstances, be deemed to be a beneficiary of this Agreement or the Loan Documents, any provisions of which may be freely waived in whole or in part by the City at any time if, in its sole discretion, it deems it desirable to do so. In particular, the City makes no representations and assumes no duties or obligations as to third parties concerning the quality of the construction by the Borrower of the Improvements or the absence therefrom of defects.

(b) The Borrower Not City's Agent. Nothing in this Agreement, the Note, or any other Loan Document shall be construed to make the Borrower the City's agent for any purpose whatsoever, or the Borrower and the City partners, or joint or co-venturers, and the relationship of the parties shall, at all times, be that of debtor and creditor.

(c) The City Not Liable for Damage or Loss. All inspections and other services rendered by or on behalf of the City shall be rendered solely for the protection and benefit of the

City. Neither the Borrower nor other third persons shall be entitled to claim any loss or damage against the City or against its agents or employees for failure to properly discharge their duties.

(d) The City Not Obligated to Insure Proper Disbursement of Funds to Third Parties. Nothing contained in this Agreement, or the Loan Documents, shall impose upon the City any obligation to oversee the proper use or application of any disbursements and advances of funds made pursuant to the Loan.

(e) Indemnification from Third Party Claims. The Borrower shall indemnify and hold harmless the City, its directors, officers, members, officials, employees and agents (collectively, the "Indemnified Parties"), from any actual, third party liability, claims or losses, including reasonable attorneys' fees and costs, resulting from the disbursement of the proceeds of the Loan to the Borrower or its designee or from the condition of the Development, whether related to the quality of construction or otherwise, during the term of the Loan excluding misconduct, bad faith or negligence of any of the Indemnified Parties. This provision shall survive the repayment or termination of the Loan and shall continue in full force and effect so long as the possibility of such liability, claims, or losses exists from events that occurred during the term of this Loan.

(f) Rights of Subcontractor, Laborers and Materialmen. In no event shall this Agreement be construed to make the City, the Title Company or any agent of the City liable to the General Contractor or any subcontractor, laborers, materialmen, craftsmen, or others for labor, materials, or services delivered to the Development or goods specially fabricated for incorporation therein, or for debts or claims accruing or arising to such persons or parties against the Borrower or the General Contractor. It is distinctly understood and agreed that, other than as specifically provided herein, there is no relationship of any type whatsoever, contractual or otherwise, either express or implied, between the City and the General Contractor, nor is there any such relationship between the City and any materialman, subcontractor, craftsman, laborer or any other person or entity supplying any labor, materials or services to the Development or specially fabricating goods to be incorporated therein. Except as otherwise specifically provided herein, no such persons or entities are intended to be third party beneficiaries of this Agreement or any document or instrument related to the Loan or to have any claim or claims in or to any undisbursed or retained proceeds of the Loan.

(g) Headings. The headings of the sections, paragraphs and subdivisions of this Agreement are for the convenience of reference only and shall not limit or otherwise affect any of the terms hereof.

(h) Invalid Provisions to Affect No Others/Severability. If performance of any provision hereof or any transaction related hereto is limited by law, then the obligation to be performed shall be reduced accordingly; and if any clause or provision herein contained operates or would prospectively operate to invalidate this Agreement in part, then the invalid part of said clause or provision only shall be held for naught, as though not contained herein, and the remainder of this Agreement shall remain operative and in full force and effect.

(i) Application of Interest to Reduce Principal Sums Due. In the event that any charge, interest or late charge is above the maximum rate provided by law, then any excess amount over

the lawful rate shall be applied by the City to reduce the principal sum of the Loan or any other amounts due the City hereunder.

(j) Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement.

(k) Number and Gender. Whenever the singular or plural number, masculine or feminine or neuter gender is used herein, it shall equally include the others and shall apply jointly and severally.

(l) Prior Agreement. To the extent necessary, this Agreement shall be deemed to be an amendment to any prior loan agreement between the Borrower and the City, and in the event of a conflict between the terms of this Agreement and of any such prior agreement, the terms of this Agreement shall govern.

(m) Waiver. If the City shall waive any provisions of the Loan Documents, or shall fail to enforce any of the conditions or provisions of this Agreement, such waiver shall not be deemed to be a continuing waiver and shall never be construed as such; and the City shall thereafter have the right to insist upon the enforcement of such conditions or provisions. Furthermore, no provision of this Agreement shall be amended, waived, modified, discharged or terminated, except by instrument in writing signed by the parties hereto.

(n) Notices. All notices and other communications to be made or permitted to be made hereunder shall be in writing and shall be delivered to the addresses shown below or to such other addresses that the parties may provide to one another in accordance herewith. Such notices and other communications shall be given by any of the following means: (a) personal service; or (b) national express air courier, provided such courier maintains written verification of actual delivery. Any notice or other communication given by the means described in subsection (a) or (b) above shall be deemed effective upon the date of receipt or the date of refusal to accept delivery by the party to whom such notice or other communication has been sent.

The City:	City of Flagstaff 211 W. Aspen Avenue Flagstaff, AZ 86001 [Attention: **Housing Division Director]**
with a copy to:	City of Flagstaff 211 W. Aspen Avenue Flagstaff, AZ 86001 Attn: City Attorney
Borrower:	Lone Tree Ranch, L.P. c/o Lincoln Avenue Communities 401 Wilshire Blvd., 11th Floor

Santa Monica, CA 90401
Attention: Ben Taylor, Matthew Klein and Russell Condas

with a copies to: Lincoln Avenue Capital LLC
680 5th Avenue, 17th Floor
New York, NY 10019
Attention: Hanna Jamar
Email: hanna@lincolnavecap.com

And: Cohen Liuzzo PLLC
88 Pine Street, Suite 1430
New York, NY 10005
Attention: Eleor Cohen, Esq. and Anthony Bargnesi, Esq.
Email: ecohen@cohenliuzzo.com and abargnesi@cohenliuzzo.com

And: [BORROWER'S LIHTC INVESTOR AND FIRST MORTGAGEE]

And: [BORROWER'S FIRST MORTGAGEE]

Any party may change said address by giving the other parties hereto Notice of such change of address in accordance with the foregoing provisions.

(o) Successors and Assigns. This Agreement shall inure to the benefit of and be binding on the parties hereto and their heirs, legal representatives, successors and assigns; but nothing herein shall authorize the assignment hereof by the Borrower.

(p) Counterparts; Electronic Signature. This Agreement may be executed in one or more counterparts, all of which shall constitute collectively but one and the same instrument, and it may be executed by electronic means, which shall have the same force and effect as a wet ink original signature.

(q) Right of Cancellation. All parties hereto acknowledge that this Agreement is subject to cancellation by the City pursuant to the provisions of §38-511, Arizona Revised Statutes.

(r) Discretion of the City. Wherever pursuant to this Agreement (a) the City exercises any right given to it to approve or disapprove, (b) any arrangement or term is to be satisfactory to the City, or (c) any other decision or determination is to be made by the City, the decision of the City to approve or disapprove, all decisions that arrangements or terms are satisfactory or not satisfactory and all other decisions and determinations made by the City, shall be in the reasonable discretion of the City and shall be final and conclusive, except as may be otherwise expressly and specifically provided herein.

(s) Waiver of Jury Trial. BY EXECUTING THIS AGREEMENT, THE BORROWER AND THE CITY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THEIR RESPECTIVE RIGHTS OR THE RIGHTS OF THEIR RESPECTIVE ASSIGNS OR

SUCCESSORS TO A TRIAL BY JURY, IF ANY, IN ANY ACTION, PROCEEDING OR SUIT, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, AND WHETHER ASSERTED BY WAY OF COMPLAINT, ANSWER, CROSSCLAIM, COUNTERCLAIM, AFFIRMATIVE DEFENSE OR OTHERWISE, BASED ON, ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS AGREEMENT

The Borrower acknowledges that the above paragraph has been expressly bargained for by the City as part of the transaction with the Borrower and that, but for the Borrower's agreement thereto, the City would not have extended the Loan evidenced by this Agreement for the terms and at the interest rates provided.

(t) Attorneys' Fees and Costs. If any legal services by an attorney are required to enforce the requirements of this Agreement or any of the Loan Documents, the prevailing party will be reimbursed by the other party for all costs and expenses of such action, including reasonable attorneys' fees, and if in legal action costs and expense of such action, including reasonable attorneys' fees as may be fixed by the court.

(u) Limitation of Liability. Notwithstanding anything contained herein to the contrary, the parties hereby agree (i) all obligations of the Borrower herein are non-recourse to its members, officers, directors, employees and agents (except in the event of fraud or unlawful conduct on the part of such parties); (ii) that no punitive, special, speculative, indirect or loss of profit damages shall be awarded in any suit, action or other proceeding arising out of or based upon this Agreement or the subject matter hereof; (iii) the Borrower shall not be liable to the City to the extent any such liability arose from the gross negligence, misconduct or fraud of the City or any of its agents, and (iv) the Borrower shall not be liable for any liability that first arises after the Borrower is no longer in possession of the Development.

[COUNTERPART SIGNATURE PAGES TO FOLLOW]

COUNTERPART SIGNATURE PAGE TO
FUNDING AGREEMENT

Lone Tree Ranch

IN WITNESS WHEREOF, the City and the Borrower have caused this Agreement to be executed on the date first set forth above.

CITY OF FLAGSTAFF, ARIZONA, a municipal corporation of the State of Arizona

By:_____
_____
Name:_____
Title:_____

COUNTERPART SIGNATURE PAGE TO
FUNDING AGREEMENT

Lone Tree Ranch

IN WITNESS WHEREOF, the City and the Borrower have caused this Agreement to be executed on the date first set forth above.

LONE TREE RANCH, L.P.,
an Arizona limited partnership

By: Fairview Lone Tree LLC, a Delaware limited liability company, its general partner
By: Fairview Housing Partners Ltd, a Delaware non-stock corporation, its sole member

By:_____

Name: Thom Amdur
Title: Executive Director

EXHIBIT “A”

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COCONINO, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

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.

EXHIBIT "B"

INSURANCE REQUIREMENTS

EXHIBIT B
TO FUNDING AGREEMENT

I. BUILDERS' RISK INSURANCE

The Borrower shall provide, or cause its Contractor to provide, Builders Risk insurance for the construction of the Development in an amount equal to the full Development construction cost. The Borrower may require its General Contractor or Construction Manager at Risk to procure the Builders Risk insurance on the entire Development.

1. Coverage shall be written on a special causes of loss (all risk) form, replacement cost value basis, and shall include coverage for soft costs, flood and earth movement unless otherwise waived by the City.

2. If the policy is purchased by the General Contractor or Construction Manager at Risk, the Borrower must also be a named insured under the policy.

3. A standard Lender's Loss Payment Endorsement naming the City of Flagstaff shall be endorsed onto the policy. Nothing herein shall be construed to waive or modify the Borrower's right to use insurance proceeds under the Deed of Trust Section 1.5 to restore and rebuild the Development.

4. A Permit to Occupy Endorsement shall be included if tenants can move in before construction is completed.

5. The policy must provide coverage from the commencement of foundation work, and continue without interruption during construction, renovation or installation.

6. Policy shall contain a waiver of subrogation in favor of the City.

II. OPERATIONAL PHASE (AFTER CONSTRUCTION IS COMPLETED)

After construction is completed, the Borrower shall maintain or cause any of its Contractors performing maintenance, operation, improvement or other services on the Premises to maintain for the duration of the Deed of Trust, or until the City has no further interest in the Development, insurance coverages and limits as described below.

1. **Commercial General Liability – Occurrence Form**
Policy shall include bodily injury and broad form contractual liability coverage for the ownership, operation and management of the completed Development and include coverage for premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. Policy shall include coverage for management operations on and off-site of the Development. Limits can be satisfied via a combination of commercial general liability and excess and umbrella liability.

General Aggregate	$5,000,000
Products – Completed Operations Aggregate	$5,000,000
Personal and Advertising Injury	$5,000,000
Each Occurrence	$5,000,000
Fire Damage (damage to rented premises)	$100,000

a. The policy shall include the City as an additional insured with respect to liability arising out of ownership, operations, management or occupancy of the Development.

III. WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY

If the Borrower has employees, evidence of Worker's Compensation insurance as described shall be provided. All Contractors providing services during the Operational Phase must also provide Worker's Compensation insurance.

Worker's Compensation	Statutory
Employers' Liability	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$100,000

a. Policy shall contain a waiver of subrogation in favor the Landlord.

b. This requirement shall not apply when a Contractor is exempt under A.R.S. 23-901 AND when such Contractor executes the appropriate sole proprietor waiver form.

IV. ALL RISK PROPERTY INSURANCE

The Borrower shall maintain or cause the Property Manager to maintain in effect property insurance for all improvements, sufficient to satisfy the requirements of all lenders including the City, and including buildings, unattached structures, fencing, swimming pools and playground equipment. Policy shall include:

a. Special form all risk insurance including the perils of flood and earthquake, unless otherwise waived by the City, which waiver shall not be unreasonably withheld.

b. 100% replacement cost coverage less foundations.

c. Mechanical breakdown/boiler and machinery.

d. Business interruption/loss of rents coverage.

e. Lender's Loss Payable Endorsement naming the City of Flagstaff.

f. The Borrower is responsible for any policy deductibles.

g. Policy shall contain a waiver of subrogation in favor of the City.

PROMISSORY NOTE

(Lone Tree Ranch Affordable Housing)

Date: [_____], 2026

Amount: $1,650,000.00

FOR VALUE RECEIVED, the undersigned, hereinafter referred to as "Borrower," promises to pay to the order of the City of Flagstaff, Arizona, a municipal corporation of the State of Arizona, hereinafter referred to as "Lender", or its successors, the original principal amount of One Million Six Hundred and Fifty Thousand and 00/100 Dollars ($1,650,000.00) (the "Loan").

LOAN PAYMENT: Borrower shall pay the outstanding principal of the indebtedness evidenced by this Promissory Note ("Note"), and all other charges and indebtedness provided herein, at the times and in the manner provided in this Note. The interest rate on the loan shall be zero percent (0%) simple interest; provided, however, interest at the rate of ten (10) percent shall be charged in the Event of Default as detailed below.

The date the Loan will mature is **[_____, 20___] [*50* years from the date of TCO]** (hereinafter referred to as the "Maturity Date"), at which time the full outstanding principal balance of the Loan will be immediately due and payable. No interest and no payments are required during the term of the Loan if the Borrower has not otherwise defaulted on the Loan and if the affordable units in the Development continuously meet affordability and maintenance requirements as determined by the Lender in its sole reasonable discretion. This Note and the principal amount of the indebtedness evidenced by this Note may be forgiven in the sole and absolute discretion of the Lender on a pro rata basis over the last twenty (20) years of the term of the Loan as set forth on Exhibit "A" attached hereto and incorporated herein by reference if the Borrower is in compliance with the requirements of that certain Funding Agreement (referred to herein as the "Loan Agreement") and that certain Declaration of Restrictive Covenants in favor of the Lender in connection with the Development (the "Declaration"). For purposes hereof, "Development" shall mean the 168-unit multifamily apartment development, which will include one hundred and sixty-eight (168) affordable units to be constructed by Borrower on the land legally described in Exhibit "B" attached hereto. Notwithstanding the foregoing, interest charged and accrued as a result of an Event of Default or Default, shall not be forgiven and will be due and payable at upon demand of the Lender.

SECURITY: This Note is secured by and is entitled to the benefits of the security interest granted in the Loan Agreement and the rights, benefits and interests granted in the Deed of Trust, Security Agreement and Fixture Filing, executed or to be executed by the Borrower for the benefit of the Lender (the "Deed of Trust") and encumbering the property more particularly described in the Deed of Trust. Payment and performance of the obligations set forth in the Loan Documents shall be non-recourse to Borrower and Borrower's general and limited partners.

DEFAULT & ACCELERATION: Lender shall have the optional right to declare the amount of the total unpaid balance hereof to be due and forthwith payable in advance of the Maturity Date of any sum due or installment, as fixed herein, upon the occurrence of any event or failure to perform in

accordance with any of the terms and conditions in this Note, after any applicable notice and opportunity to cure.

Any of the following events, subject to the expiration of any applicable cure periods constitute a default (an "Event of Default" or "Default") all obligations and the Lender may at its option exercise any of its remedies at law or equity including without limitation causing Borrower's immediate repayment of the Loan. All prior commitments to forgive any portion or all of the Loan shall be terminated and not reinstated notwithstanding the Borrower bringing the Loan into compliance or curing the Default.

(a) Bankruptcy. If there is filed by or against the Borrower a petition in bankruptcy or a petition for the appointment of a receiver or trustee of the property of the Borrower, and any such petition not filed by the Borrower is not dismissed within ninety (90) days of the date of filing; or if the Borrower files a petition for reorganization under any of the provisions of the United States Bankruptcy Code or of any similar law, state, federal, or foreign, and any such petition is not dismissed within ninety (90) days of the date of filing, or if either of them makes a general assignment for the benefit of creditors or makes any insolvency assignment or is adjudicated insolvent by any court of competent jurisdiction, any of which, in the reasonable judgment of the Lender, will cause material interference with the timely completion of the Improvements; or

(b) Payment. The Borrower fails to make any payment of principal or interest required under the Note when due; or

(c) Event of Default under the Loan Documents. If Borrower shall fail to keep, observe or perform any of the terms, covenants, representations or warranties contained in the Loan Documents beyond all applicable notice and cure periods it shall be deemed an Event of Default hereunder.

(d) Failure to Comply with Requirements of RIBP Fund Recipients. If at any time the Borrower or Development is not in compliance with requirements associated with the RIBP Funds, such funds will be immediately due and payable to the Lender.

ESTOPPEL/WAIVER: Failure of Lender to declare a default shall not constitute a waiver of such default. Upon default, this Note will accrue interest at the highest rate permissible under applicable law, or, if this Note is reduced to judgment, such judgment should bear interest at the highest rate permissible under applicable law.

PREPAYMENT: Borrower reserves the right to prepay at any time all or part of the principal amount of this Note without the payment of penalties or premiums. All payments of this Note, prior to default, shall be first applied to reduce the principal amount of this Note and second to the payment of interest, if any. Upon Borrower's payment in full of the entire indebtedness under this Note, Lender shall promptly release the Declaration and the Deed of Trust and record a satisfaction of the Deed of Trust and a release of covenant, as well as any other documents required to be recorded to evidence the foregoing releases, in the public records of Coconino County, Arizona.

COSTS & ATTORNEYS' FEES: If any legal services by an attorney are required to enforce the requirements of this Note or any of the Loan Documents, the prevailing party will be reimbursed by the other party for all costs and expenses of such action, including reasonable attorneys' fees, and if in

legal action costs and expense of such action, including reasonable attorneys' fees as may be fixed by the court.

PARTIES: The words "Borrower" and "Lender" in this Note shall be construed to include the respective heirs, personal representatives, successors, and assigns of the Borrower and the Lender.

SUBORDINATION: The right of the Lender to payment of the indebtedness evidenced by this Note is and will at all times be subordinate to the construction loan from _____("the First Mortgagee" as described in the Loan Agreement).

CONSTRUCTION AND VENUE: Each party covenants and agrees that any and all legal actions arising out of or connected with this Note shall be instituted in the Superior Court for Coconino County, Arizona, or in the United States District Court for the District of Arizona, as the exclusive forums and venues for any such action, subject to any right of either party to removal from state court to federal court, which is hereby reserved, and each party further covenants and agrees that it will not institute any action in any other forum or venue and hereby consents to immediate dismissal or transfer of any such action instituted in any other forum or venue. This Note is entered into within, and with reference to the internal laws of, the State of Arizona, and shall be governed, construed and applied in accordance with the internal laws (excluding conflicts of law) of the State of Arizona.

LOAN AGREEMENT: This Promissory Note is subject to the terms and conditions of the Loan Agreement of even date between the parties hereto, and the terms and conditions of such Loan Agreement are incorporated by reference herein to the same extent, force, and effect as if they were fully set forth herein. The terms of the Loan Agreement and this Promissory Note should be construed in such manner as not to render any term meaningless or void. However, in the event of a conflict between the terms of this Promissory Note and the Loan Agreement, the Loan Agreement shall govern.

AMENDMENTS. No amendment, modification, change, waiver, release, or discharge hereof and hereunder shall be effective unless evidenced by an instrument in writing and signed by the party against whom enforcement is sought.

NOTICE. All notices mut be provided as set forth in the Loan Agreement.

TIME OF ESSENCE. Time is of the essence in the performance of each and every obligation of the Borrower hereunder.

ASSIGNMENT, CONVEYANCE, TRANSFER OF THIS NOTE. The obligations of the Borrower under this Note may not be assigned or transferred in whole or in part without the prior written approval of the Lender and then only upon such terms and conditions as the Lender may approve in its reasonable discretion. Any attempted assignment or transfer of this Note without such prior written approval will be automatically null and void.

LIMITATION OF LIABILITY. Section 12(u) of the Funding Agreement is hereby incorporated by reference with the same force and effect as if set forth in its entirety herein.

[*SIGNATURE ON FOLLOWING PAGE*]

IN WITNESS WHEREOF, this Note has been duly executed by Borrower as of the day and year first written above.

LONE TREE RANCH, L.P.,
an Arizona limited partnership

By: Fairview Lone Tree LLC, a Delaware limited liability company, its general partner
By: Fairview Housing Partners Ltd, a Delaware non-stock corporation, its sole member

By:_____
Name: Thom Amdur
Title: Executive Director

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____)

This Declaration was signed and acknowledged before me this _____ day of _____, 2026, by Thom Amdur, as Executive Director of Fairview Housing Partners Ltd., the sole member of Fairview Loan Tree LLC, the general partner of the Project Owner and pursuant to authority given to him by the Project Owner. He is personally known to me or has produced _____ as identification.

PROMISSORY NOTE
Exhibit "A"

Payment Forgiveness Schedule

Year of Loan Term Commencing after minimum 30-year affordability period	**Loan Value ($)**	**Pro-Rata Forgiveness Amount ($)** $1,650,000/20 years =$82,500	**Remaining Loan Value ($)**
31	1,650,000.00	82,500.00	1,567,500.00
32	1,567,500.00	82,500.00	1,485,000.00
33	1,485,000.00	82,500.00	1,402,500.00
34	1,402,500.00	82,500.00	1,320,000.00
35	1,320,000.00	82,500.00	1,237,500.00
36	1,237,500.00	82,500.00	1,155,000.00
37	1,155,000.00	82,500.00	1,072,500.00
38	1,072,500.00	82,500.00	990,000.00
39	990,000.00	82,500.00	907,500.00
40	907,500.00	82,500.00	825,000.00
41	825,000.00	82,500.00	742,500.00
42	742,500.00	82,500.00	660,000.00
43	660,000.00	82,500.00	577,500.00
44	577,500.00	82,500.00	495,000.00
45	495,000.00	82,500.00	412,500.00
46	412,500.00	82,500.00	330,000.00
47	330,000.00	82,500.00	247,500.00
48	247,500.00	82,500.00	165,000.00
49	165,000.00	82,500.00	82,500.00
50	82,500.00	82,500.00	0.00

PROMISSORY NOTE
Exhibit “B”

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COCONINO, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

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.

When Recorded Return to:

CITY OF FLAGSTAFF
211 W. Aspen Avenue
Flagstaff, Arizona 86001
Attn: Legal Department

DEED OF TRUST
(With Assignment of Rents and Security Agreement)

(Lone Tree Ranch Affordable Housing)

THIS DEED OF TRUST (With Assignment of Rents and Security Agreement) (as it may be amended and modified from time to time, the "**Deed of Trust**") is made as of _____ ___, 2026, by and among (a) LONE TREE RANCH, L.P., an Arizona limited partnership, whose mailing address is 401 Wilshire Blvd., 11th Floor, Santa Monica, CA 90401 ("**Trustor**"); (b) _____ Title Agency, Inc., an Arizona corporation, with an address of _____ Arizona _____ ("**Trustee**"); and (c) CITY OF FLAGSTAFF, ARIZONA, a municipal corporation of the State of Arizona, whose address is 211 W. Aspen Avenue, Flagstaff, Arizona 86001 ("**Beneficiary**").

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, Trustor's interest in that certain real property located in the City of Flagstaff, County of Coconino, State of Arizona, more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (the "**Premises**");

TOGETHER WITH Trustor's interest in any and all buildings and other improvements now or hereafter erected on the Premises including, without limitation, fixtures, attachments, appliances, equipment, machinery, and other personal property attached to such buildings and other improvements (collectively, the "**Improvements**"), all of which shall be deemed and construed to be a part of the Premises;

TOGETHER WITH all rents, issues, profits, damages, royalties, income and other benefits now or hereafter derived from the Premises and the Improvements (collectively, the "**Rents**"), subject to the terms and provisions of Article 2 of this Deed of Trust with respect to all Leases (as defined below), and further subject to the right, power and authority hereinafter given to Trustor to collect and apply such Rents;

TOGETHER WITH all interests, estates or other claims, both in law and in equity, which Trustor now has or may hereafter acquire in the Premises or the Improvements;

TOGETHER WITH Trustor's interest in all easements, rights-of-way and other rights now owned or hereafter acquired by Trustor used in connection with the Premises or the Improvements or as a means of access thereto (including, without limitation, all rights pursuant to any trackage agreement and all rights to the nonexclusive use of common drive entries, and all tenements, hereditaments and appurtenances thereof and thereto) and all water and water rights and shares of stock evidencing the same;

TOGETHER WITH all right, title and interest of Trustor in and to all leases or subleases covering the Premises or the Improvements or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Trustor thereunder including, without limitation, all rights of Trustor against guarantors thereof, all cash or security deposits, advance rentals, and deposits or payments of similar nature (collectively, the "**Leases**");

TOGETHER WITH all right, title and interest now owned or hereafter acquired by Trustor in and to any greater estate in the Premises or the Improvements;

TOGETHER WITH all right, title and interest of Trustor in (i) the property and interests in property described on **Exhibit B** attached hereto and incorporated herein by reference, (ii) all other personal property now or hereafter owned by Trustor that is now or hereafter located on or used in connection with the Premises or the Improvements, (iii) all other rights and interests of Trustor now or hereafter held in personal property that is now or hereafter located on or used in connection with the Premises or the Improvements, (iv) all personal property and rights and interests in personal property of similar type or kind hereafter acquired by Trustor in connection with the Premises or the Improvements, and (v) all proceeds thereof (such personal property and proceeds referred to herein collectively as the "**Personal Property**");

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Premises, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Premises;

TOGETHER WITH all the estate, interest, right, title, other claim or demand, both in law and in equity (including, without limitation, claims or demands with respect to the proceeds of insurance in effect with respect thereto) that Trustor now has or may hereafter acquire in the Premises, the Improvements, the Personal Property, or any other part of the Trust Estate (as defined below), and any and all awards made for the taking by eminent domain, or by any proceeding of purchase in lieu thereof, of the whole or any part of the Trust Estate (including, without limitation, any awards resulting from a change of grade of streets and awards for severance damages);

TOGETHER WITH all proceeds of the foregoing.

The entire estate, property, right, title and interest hereby conveyed to Trustee (including, but not limited to, the Premises, Improvements, Rents, Leases, and Personal Property) may hereafter be collectively referred to as the "**Trust Estate**."

FOR THE PURPOSE OF SECURING the following obligations (collectively, the "**Obligations**"):

A. payment of that certain Loan in the amount of One Million Six Hundred and Fifty Thousand and 00/100 Dollars ($1,650,000.00) (the "**Loan**"), evidenced by that certain Funding Agreement, dated the date hereof, by and between the Beneficiary and the Trustor, as it may be amended, modified, extended and renewed from time to time (the "**Loan Agreement**"), and that certain Promissory Note, dated the date hereof, by the Trustor to the order of the Beneficiary, as it may be amended, modified, extended and renewed from time to time (the "**Note**");

B. performance of every obligation of Trustor contained in the Loan Documents;

C. payment of all sums advanced by Beneficiary to protect the Trust Estate; and

D. payment of all other sums, with interest thereon, that may hereafter be loaned to Trustor, or its successors or assigns, by Beneficiary or its successors or assigns, and as evidenced by the Note.

This Deed of Trust, the Loan Agreement, the Note, and any other deeds of trust, mortgages, agreements, guaranties or other instruments given to evidence or further secure the payment and performance of any or all of the Obligations, as the same may be amended, modified, extended, or renewed from time to time, may hereinafter be collectively referred to as the "**Loan Documents**".

TRUSTOR HEREBY COVENANTS AND AGREES AS FOLLOWS:

ARTICLE 1. COVENANTS AND AGREEMENTS OF TRUSTOR

1.1 Payment and Performance of Secured Obligations.

Trustor shall pay when due and/or perform each of the Obligations in all material respects.

1.2 Maintenance, Repair, Alterations.

Trustor shall keep the Trust Estate in reasonably good condition and repair (normal wear and tear excepted). Following completion of construction of the Improvements, Trustor shall not remove, demolish, or substantially alter any of the Improvements in any material way, except with the prior written consent of Beneficiary or as contemplated in the Loan Agreement. Trustor shall complete promptly and in a good and workmanlike manner any Improvement that may be now or hereafter constructed on the Premises and promptly restore in like manner any Improvements that may be damaged or destroyed from any cause whatsoever and pay when due all claims for labor performed and materials furnished therefor, provided that sufficient insurance

proceeds are received by Trustor. Trustor shall comply in all material respects with all Requirements (as defined below) and shall not suffer to occur or exist any violation of any Requirement. Trustor shall not commit or permit any physical waste of the Trust Estate. Trustor shall perform its obligations under each Lease and otherwise enforce the terms thereof. "**Requirement**" and "**Requirements**" mean, respectively, each and all applicable obligations and requirements now or hereafter in effect by which Trustor or the Trust Estate are bound or which are otherwise applicable to the Trust Estate, to construction of any Improvements on the Trust Estate, or to operation, occupancy or use of the Trust Estate (including, without limitation (i) such obligations and requirements imposed by common law or any law, statute, ordinance, regulation, or rule (federal, state, or local), and (ii) such obligations and requirements of, in or in respect of (A) any consent, authorization, license, permit, or approval relating to the Trust Estate, (B) any condition, covenant, restriction, easement, encumbrance, or right-of-way reservation applicable to the Trust Estate, (C) any Lien or Encumbrance (as defined in Section 1.17), (D) any other agreement, document or instrument, in connection with the Trust Estate, to which Trustor is a party or by which Trustor or the Trust Estate is bound or affected, and (E) any order, writ, judgment, injunction, decree, determination, or award of any arbitrator, other private adjudicator, court, government, or governmental authority (federal, state or local) to which Trustor is a party or by which Trustor or the Trust Estate is bound or affected.

1.3 Required Insurance.

Trustor shall at all times provide, maintain and keep in force or cause to be provided, maintained and kept in force with respect to the Trust Estate, at no expense to Trustee or Beneficiary, insurance as required by the Loan Agreement.

1.4 Delivery of Policies, Payment of Premiums.

(a) At the option of Beneficiary, all policies of insurance shall either have attached thereto a lender's loss payable endorsement for the benefit of Beneficiary in form reasonably satisfactory to Beneficiary or shall name Beneficiary as an additional insured. Trustor shall furnish Beneficiary with certificates of insurance for each required policy setting forth the coverage, the limits of liability, the name of the carrier, the policy number and the period of coverage. At least thirty (30) days prior to the expiration of each required policy, Trustor shall deliver to Beneficiary proof of the payment of premiums and the renewal or replacement of such policy continuing insurance in form as required by this Deed of Trust. For each insurance policy required by the insurance provisions of this Deed of Trust, the Trustor must provide to the Beneficiary, within five (5) business days of receipt, any notice received by Trustor notifying Trustor that a policy is suspended, voided or canceled for any reason.

(b) In the event Trustor fails to obtain, maintain, or deliver to Beneficiary the policies of insurance with respect to the Trust Estate required by the Loan Agreement, Beneficiary may at its election, but without any obligation so to do, procure, at reasonable market rates, such insurance or single-interest insurance for such risks covering Beneficiary's interest, and Trustor will pay all premiums thereon promptly to Beneficiary (as directed in writing by Beneficiary) upon demand, and until such payment is made by Trustor, the amount of all such premiums shall bear interest at the Agreed Rate. During the occurrence and continuation of an Event of Default and

upon written request by Beneficiary, Trustor shall deposit with Beneficiary (as directed in writing by Beneficiary) in monthly installments, an amount equal to one-twelfth (1/12) of the estimated aggregate annual insurance premiums on all policies of insurance required by this Deed of Trust (funds deposited for this purpose are referred to as "**Insurance Impounds**"). In such event, upon request of Beneficiary, Trustor further agrees to cause copies of all bills, statements, or other documents relating to the foregoing insurance premiums to be sent or mailed to Beneficiary in accordance with the notice requirements set forth in the Loan Agreement. Upon receipt of bills, statements, or other documents evidencing that a premium for a required policy is then payable, and provided there are sufficient Insurance Impounds, Beneficiary (as agreed among them) shall timely pay such amounts as may be due thereunder out of the Insurance Impounds. If at any time and for any reason the Insurance Impounds are or will be insufficient to pay such amounts as may then or subsequently be due, Beneficiary shall notify Trustor in writing of the same and Trustor shall promptly deposit an amount equal to such deficiency with Beneficiary (as directed in writing by Beneficiary). Notwithstanding the foregoing, nothing contained herein shall cause Beneficiary to be deemed a trustee of Insurance Impounds or to be obligated to pay any amounts in excess of the amount of the Insurance Impounds, nor shall anything contained herein modify the obligation of Trustor set forth in Section 1.3 hereof to obtain and maintain insurance. Beneficiary shall not commingle Insurance Impounds with their own funds, and Trustor shall not be entitled to interest thereon. Beneficiary may reserve for future payments of premiums such portion of Insurance Impounds as Beneficiary in its commercially reasonable discretion deems proper. If Trustor fails to deposit with Beneficiary (as directed in writing by Beneficiary) sums sufficient to pay fully such premiums at least thirty (30) days before delinquency thereof, Beneficiary may at its election, but without any obligation so to do, advance any amounts required to make up the deficiency, which advances, if any, shall be secured hereby and shall be repayable to Beneficiary upon demand with interest from the date advanced at the Agreed Rate, or at the option of Beneficiary may, without making any advance whatever, apply any Insurance Impounds to payment of the Obligations, notwithstanding that such Obligations may not yet be due. Upon and during the occurrence of an Event of Default, Beneficiary may, at any time, at their option, apply any Insurance Impounds or Imposition Impounds under this Section 1.4 or Section 1.8 hereof, any funds paid as Rents, and any other funds of Trustor held by Beneficiary to payment of the Obligations, notwithstanding that such Obligations may not yet be due, subject to the rights of the First Mortgagee (as defined in the Loan Agreement).

1.5 Casualties; Insurance Proceeds.

Insurance proceeds from casualty and condemnation shall be used to restore and rebuild the Improvements so long as Trustor is not in default under the Loan Documents, and subject to the rights of the First Mortgagee.

1.6 Assignment of Policies Upon Foreclosure.

In the event of foreclosure of this Deed of Trust, as a mortgage, a sale under the power of sale, or any other transfer of title or assignment of the Trust Estate in extinguishment, in whole or in part, of the Obligations, all right, title and interest of Trustor in and to all policies of insurance required by Section 1.3 hereof shall inure to the benefit of and pass to the successor in

interest to Trustor or the purchaser or grantee of the Trust Estate, to the extent such policies are assignable pursuant to the terms thereof.

1.7 Indemnification; Subrogation; Waiver of Offset.

(a) If Beneficiary is made a party to any litigation concerning any of the Loan Documents, then Trustor shall indemnify, defend and hold Beneficiary harmless for, from and against all liability by reason of said litigation, including actual, reasonable out-of-pocket attorneys' fees and expenses incurred by Beneficiary as a result of any such litigation, whether or not any such litigation is prosecuted to judgment. Beneficiary may employ an attorney to protect their respective rights hereunder, and in the event of such employment during a time when Event of Default by Trustor under the Loan Documents exists, Trustor shall pay Beneficiary actual, reasonable out-of-pocket attorneys' fees and expenses incurred by it, whether or not an action is actually commenced against Trustor by reason of such Event of Default. Notwithstanding the foregoing, Trustor shall have no responsibility to indemnify Beneficiary for claims resulting from the Beneficiary's gross negligence or intentional misconduct. Trustor shall be entitled to notice of and opportunity to defend and settle any third-party claim which may result in an indemnification obligation hereunder.

(b) To the extent permitted by applicable law, Trustor waives any and all right to claim or recover against Beneficiary and its successors and assigns, its council members, officials, directors, officers, employees, agents and representatives, for loss or damage to Trustor, the Trust Estate, Trustor's property or the property of others under Trustor's control from any cause insured against or required to be insured against by the Loan Documents, specifically excluding any claim, damages, loss or liability caused by the gross negligence or intentional misconduct of the Beneficiary.

(c) All sums payable by Trustor pursuant to this Deed of Trust shall be due and payable promptly upon notice without counterclaim, setoff, deduction or defense and without abatement, suspension, deferment, diminution or reduction (specifically excluding the defense of full payment and performance), and, to the extent permitted by applicable law, the obligations and liabilities of Trustor hereunder shall in no way be released, discharged or otherwise affected (except as expressly provided herein) by reason of: (i) any damage to or destruction of or any condemnation or similar taking of the Trust Estate or any part thereof; (ii) any restriction or prevention of or interference by any Person (as defined below) with any use of the Trust Estate or any part thereof; (iii) any title defect or encumbrance or any eviction from the Premises or the Improvements or any part thereof by title paramount or otherwise; (iv) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Beneficiary, or any action taken with respect to this Deed of Trust by any trustee or receiver of Beneficiary, or by any court, in any such proceeding; (v) any claim that Trustor has or might have against Beneficiary (except for the defense of full payment and performance); or (vi) any other occurrence whatsoever, whether similar or dissimilar to the foregoing. Except as expressly provided herein, Trustor waives all rights now or hereafter conferred by statute or otherwise to any abatement, suspension, deferment, diminution or reduction of any sum secured hereby and payable by Trustor (except for the defense of full payment and performance). "**Person**" means any natural

person, any unincorporated association, any corporation, any partnership, any joint venture, any trust, any other legal entity, or any governmental authority (federal, state, local or foreign).

1.8 Impositions.

(a) To the extent applicable, Trustor shall pay, or cause to be paid, prior to delinquency, all real property taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever (including, without limitation, non-governmental levies or assessments such as maintenance charges, levies, or charges resulting from covenants, conditions and restrictions affecting the Trust Estate) that are assessed or imposed upon the Trust Estate or become due and payable and that create, may create, or appear to create a lien upon the Trust Estate (the above are sometimes referred to herein individually as an "**Imposition**" and collectively as "**Impositions**"), provided, however, that if by applicable law any Imposition is payable, or may at the option of the taxpayer be paid, in installments, Trustor may pay the same or cause it to be paid, together with any accrued interest on the unpaid balance of such Imposition, in installments as the same become due and before any fine, penalty, interest, or cost may be added thereto for the nonpayment of any such installment and interest.

(b) Intentionally Omitted.

(c) Subject to the provisions of Section 1.8(d) hereof and upon advance written request by Beneficiary, Trustor shall deliver to Beneficiary within thirty (30) days after the date upon which any Imposition is due and payable by Trustor official receipts of the appropriate taxing authority, or other proof reasonably satisfactory to Beneficiary, evidencing the payment thereof.

(d) Trustor shall have the right to contest or object to the amount or validity of any Imposition by appropriate proceedings, but such right shall not be deemed or construed in any way as relieving, modifying or extending Trustor's covenant to pay any such Imposition at the time and in the manner provided in this Section 1.8, unless, in Beneficiary's commercially reasonable discretion, (i) Trustor shall demonstrate to Beneficiary's commercially reasonable satisfaction that the proceedings to be initiated by Trustor shall operate to prevent the sale of the Trust Estate or any part thereof or interest therein to satisfy such Imposition prior to final determination of such proceedings, (ii) Trustor shall furnish a good and sufficient bond or surety or other collateral satisfactory to Beneficiary, or (iii) Trustor shall demonstrate to Beneficiary's commercially reasonable satisfaction that Trustor has provided a good and sufficient undertaking as may be required or permitted by applicable law to accomplish a stay of any such sale.

(e) During the occurrence and continuation of an Event of Default and upon advance written request by Beneficiary, Trustor shall pay to Beneficiary (as directed in writing by Beneficiary) an initial cash deposit in an amount adequate to pay all Impositions for the ensuing tax fiscal year and shall thereafter continue to deposit with Beneficiary (as directed in writing by Beneficiary), in monthly installments, an amount equal to one-twelfth (1/12) of the sum of the annual Impositions reasonably estimated by Beneficiary, for the purpose of paying the installment of Impositions next due (funds deposited for this purpose are referred to as "Impositions Impounds"). In such event, upon request of Beneficiary, Trustor further agrees to cause copies of all bills, statements, or other documents relating to Impositions to be sent or mailed to Beneficiary.

Upon receipt of bills, statements, of other documents, and providing there are sufficient Impositions Impounds, Beneficiary (as agreed among them) shall timely pay such amounts as may be due thereunder out of the Impositions Impounds. If at any time and for any reason the Impositions Impounds are or will be insufficient to pay such amounts as may then or will subsequently be due, Beneficiary may notify Trustor in writing of the same and upon such notice Trustor shall deposit immediately an amount equal to such deficiency with Beneficiary (as directed in writing by Beneficiary). Notwithstanding the foregoing, nothing contained herein shall cause Beneficiary to be deemed a trustee of Impositions Impounds or to be obligated to pay any amounts in excess of the amount of funds deposited with Beneficiary pursuant to this Section 1.8(e). Beneficiary shall not commingle Impositions Impounds with its own funds and shall not be obligated to pay any interest on any Impositions Impounds. Beneficiary may reserve for future payment of Impositions such portion of Impositions Impounds as Beneficiary may in its commercially reasonable discretion deem proper. If Trustor fails to deposit with Beneficiary sums sufficient to fully pay such Impositions at least thirty (30) days before delinquency thereof, Beneficiary may at their election, but without any obligation so to do, advance any amounts required to make up the deficiency, which advances, if any, shall be secured hereby and shall be repayable to Beneficiary upon demand together with interest thereon at the Agreed Rate from the date of such advance, or at the option of Beneficiary, it may, without making any advance whatever, apply any Impositions Impounds held by it towards payment of the Obligations, notwithstanding that such Obligations may not yet be due. Notwithstanding the foregoing, all Imposition requirements herein are subject and subordinate to the Senior Lender's requirements.

(f) Trustor shall not initiate or suffer to occur or exist the joint assessment of any real and personal property included in the Trust Estate or any other procedure whereby the lien of real property taxes and the lien of personal property taxes shall be assessed, levied, or charged to the Trust Estate as a single lien.

1.9 Utilities.

Trustor shall pay when due all charges that are incurred by Trustor for the benefit of the Trust Estate or that may become a charge or lien against the Trust Estate for gas, electric, water, sewer, or other services furnished to the Trust Estate (excluding any utilities that are the obligation of the tenants of the Improvements).

1.10 Actions Affecting Trust Estate.

Trustor shall appear in and contest any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee hereunder; and Trustor shall pay all actual, reasonable out-of-pocket costs and expenses (including, without limitation, costs of evidence of title, litigation, and reasonable attorneys' fees) in any such action or proceeding in which Beneficiary or Trustee may appear.

1.11 Actions by Trustee or Beneficiary.

If Trustor fails to make any payment or to do any act as and in the manner provided in any of the Loan Documents, then Beneficiary and Trustee, in their commercially reasonable

discretion, without obligation to do so, and without releasing Trustor from any obligation hereunder, and with only such prior written notice to or demand upon Trustor as may be reasonable under the circumstances, (in no event required to exceed ten (10) days' prior written notice), may make or do the same in such manner and to such extent as they may deem reasonably necessary or appropriate, subject to the rights of the First Mortgagee. In connection therewith (without limiting their general powers, whether conferred herein, in another Loan Document or by applicable law), Beneficiary and Trustee shall have and are hereby given the right, but not the obligation, (a) to enter upon and take possession of the Trust Estate; (b) to make additions, alterations, repairs and improvements to the Trust Estate that they may consider reasonably necessary or appropriate to keep the Trust Estate in good condition and repair; (c) to appear and participate in any action or proceeding affecting or which may affect the security hereof or the rights or powers of Beneficiary or Trustee; (d) to pay, purchase, contest or compromise any Lien or Encumbrance (as defined below) or alleged Lien or Encumbrance whether superior or junior to this Deed of Trust; and (e) in exercising such powers, to pay necessary expenses (including, without limitation, reasonable expenses of employment of counsel or other necessary or desirable consultants.) Trustor shall, promptly upon written demand therefor by Beneficiary or Trustee or any of them, pay to Beneficiary or Trustee (as directed in writing by Beneficiary) an amount equal to all actual, reasonable out-of-pocket costs and expenses incurred by them in connection with the exercise of the foregoing rights (including, without limitation, costs of evidence of title, court costs, appraisals, surveys and receiver's, trustee's and attorneys' fees) together with interest thereon from the date of such expenditures at the Agreed Rate.

1.12 Transfer of Trust Estate by Trustor.

In order to induce Beneficiary to make the Loan, Trustor agrees that, in the event of any Transfer (as hereinafter defined), without the prior written consent of Beneficiary, Beneficiary shall have the right, at its option, upon written notice, to declare all sums secured hereby immediately due and payable. Consent to one Transfer shall not be deemed to be a waiver of the right to require consent to future or successive Transfers. Beneficiary may grant or deny such consent in its commercially reasonable discretion and, if consent should be given, any such Transfer shall be subject to this Deed of Trust, and such transferee shall assume all obligations hereunder and agree to be bound by all provisions contained herein. Such assumption shall not, however, release Trustor or any maker or guarantor (if any) of any of the Loan Documents from any liability thereunder without the prior written consent of Beneficiary.

"**Transfer**" shall mean any sale, transfer, conveyance, hypothecation, encumbrance, lease or vesting of the Trust Estate or any part thereof, whether voluntary, involuntary, by operation of applicable law, or otherwise, except in connection with the "**Permitted Encumbrances"** (as such term is defined in **Exhibit C** attached hereto and in incorporated herein by reference) and/or as expressly permitted and completed in accordance with the other Loan Documents.

Nothing in this Deed of Trust shall prohibit the Trustor entering into dwelling leases with eligible tenants without the consent of the Beneficiary.

1.13 Intentionally Deleted.

1.14 Additional Security.

No other security now existing, or hereafter taken, to secure the Obligations secured hereby shall be impaired or affected by the execution of this Deed of Trust. All security for the Obligations taken from time to time shall be considered and held as cumulative. Any taking of additional security, execution of partial releases of the security, or any extension of the time of payment of, or modification of other terms of any of the Obligations shall not diminish the force, effect or lien of this Deed of Trust and shall not affect or impair the liability of any maker, guarantor, surety or endorser for the payment or performance of any of the Obligations. In the event Beneficiary at any time holds additional security for any of the Obligations, it may enforce the sale thereof or otherwise realize upon the same, at its option, either before, concurrently with, or after a sale or realization is made hereunder.

1.15 Appointment of Successor Trustee.

Beneficiary may, from time to time, by a written instrument executed and acknowledged by Beneficiary, mailed to Trustor and recorded in the county in which the Trust Estate is located and by otherwise complying with the provisions of applicable law, substitute a successor or successors to any Trustee named herein or acting hereunder, and such successor(s) shall, without conveyance from the predecessor Trustee, succeed to all title, estate, rights, powers and duties of such predecessor.

1.16 Inspections.

Beneficiary, its agents, representatives, officers, and employees, are authorized to enter, upon at least seventy-two (72) hours' prior written notice, the Trust Estate for the purpose of inspecting the same and for the purpose of performing any of the acts Beneficiary is authorized to perform hereunder or under the terms of any of the Loan Documents, subject to the rights of the tenants of the Improvements under the Arizona Residential Landlord Tenant Act (A.R.S. § 33-1301 *et seq*.) as may be amended from time to time. Trustor acknowledges and agrees that Beneficiary shall be liable for any loss or damage caused by its entry onto the Trust Estate, or any part thereof.

1.17 Ownership and Liens and Encumbrances.

Trustor is, and as to any portion of the Trust Estate acquired hereafter will upon such acquisition be, and shall remain the fee owner of the Trust Estate free and clear of any Liens and Encumbrances, subject only to the **Permitted Encumbrances.** Trustor shall not grant, shall not suffer to exist, and shall pay and promptly discharge, post to bond, escrow, or properly contest any Liens and Encumbrances, at Trustor's cost and expense. Trustor shall promptly notify Beneficiary in writing of any Lien or Encumbrance or claim thereof (other than Permitted Encumbrances). Trustor shall have the right to contest in good faith the validity of any involuntary Lien or Encumbrance. If Trustor shall fail to remove and discharge or escrow for any Lien or Encumbrance or claim thereof (other than Permitted Encumbrances), then, in addition to any other right or remedy of Beneficiary pursuant to applicable law or under the Loan Documents, Beneficiary may, after only such written notice to Trustor as may be reasonable under the then

existing circumstances, but shall not be obligated to, discharge the same, either by paying the amount claimed to be due, or by procuring the discharge of such Lien or Encumbrance by depositing in a court a bond for the amount claimed or otherwise giving security for such claim, or by procuring such discharge in such manner as is or may be prescribed by applicable law. Trustor shall promptly upon demand therefor by Beneficiary, pay to Beneficiary (as directed in writing by Beneficiary) an amount equal to all costs and expenses incurred by Beneficiary in connection with the exercise of the foregoing right to discharge any Lien or Encumbrance or claim thereof, together with interest thereon from the date of each such expenditure at the Agreed Rate. Such costs and expenses shall be secured by this Deed of Trust. "**Lien or Encumbrance**" and "**Liens and Encumbrances**" mean, respectively, each and all of the following in respect to the Trust Estate: leases, other rights to occupy or use, mortgages, deeds of trust, pledges, security agreements, assignments, assignments as security, conditional sales, title retention arrangements or agreements, conditions, covenants, and restrictions, and other charges, liens, encumbrances, or adverse interests, whether voluntarily or involuntarily created and regardless of whether prior or subordinate to any estate, right, title or interest granted to Trustee or Beneficiary in this Deed of Trust, excluding from the foregoing the Permitted Encumbrances.

1.18 Trustee's Powers.

Upon written request of Beneficiary, Trustee may, without further liability, (a) reconvey any part of said Trust Estate to Borrower without any effect of this Deed of Trust upon the remainder of said Trust Estate, (b) consent in writing to the making of any map or plat of the Trust Estate, (c) join in granting any easement thereon required by the development agreement for the Trust Estate (the Lone Tree Ranch), or (d) join in any extension agreement or any agreement subordinating the lien or charge hereof.

1.19 Powers.

Beneficiary may, from time to time (a) release any person liable for the payment of the Obligations, (b) extend the timing of the Obligations, (c) grant other indulgences with regard to the Obligations, (d) release or reconvey, or cause to be released or reconveyed, at any time at Beneficiary's option any parcel, portion or all of the Trust Estate from the lien of the Obligations and this Deed of Trust, (e) take or release any other or additional security or any guaranty for the Obligations and this Deed of Trust, or (f) make compositions or other arrangements with debtors in relation thereto.

1.20 Intentionally Omitted.

1.21 Trade Names.

At the request of Beneficiary from time to time, Trustor shall execute a certificate in form reasonably satisfactory to Beneficiary listing the trade names or fictitious business names under which Trustor intends to operate the Trust Estate or any business located thereon and representing and warranting that Trustor does business under no other trade names or fictitious business names with respect to the Trust Estate. Trustor shall promptly notify Beneficiary in writing of any change in said trade names or fictitious business names, and will, upon written

request of Beneficiary, execute any additional financing statements and other certificates necessary to reflect the change in trade names or fictitious business names.

ARTICLE 2. ASSIGNMENT OF RENTS

2.1 Assignment of Rents.

Subject to the rights of the First Mortgagee, Trustor hereby absolutely and irrevocably assigns and transfers to Beneficiary, equally and ratably, all the Rents of the Trust Estate and hereby gives to and confers upon Beneficiary, acting collectively, the right, power and authority, to, upon Beneficiary's notice to Trustor, collect the Rents solely during the existence of an Event of Default that continues beyond all applicable notice and cure periods. Trustor irrevocably appoints Beneficiary its true and lawful attorney-in-fact solely during the existence of an Event of Default that continues beyond all applicable notice and cure periods, acting collectively, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of Trustor or Beneficiary, for all Rents and apply the same to the payment of the Obligations. Trustor hereby authorizes and directs the lessees, tenants and occupants to make all payments under the Leases directly to Beneficiary upon and as directed in written demand by Beneficiary solely during the existence of an Event of Default that continues beyond all applicable notice and cure periods without further consent of Trustor; provided, however, that Trustor shall have the right to collect such Rents (but not more than one (1) month in advance unless the written approval of Beneficiary is first obtained), and to retain and enjoy same, so long as an Event of Default shall not exist hereunder or under any of the Loan Documents. The assignment of the Rents of the Trust Estate in this Article 2 is intended to be an absolute assignment from Trustor to Beneficiary and not merely the passing of a security interest.

2.2 Collection Upon an Event of Default.

During the occurrence and continuance of an Event of Default, Beneficiary may, upon advance written notice to Trustor, either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the Obligations, enter upon and take possession of the Trust Estate, or any part thereof, and, with or without such entry or taking possession, in their own name sue for or otherwise collect the Rents (including, without limitation, those past due and unpaid) and apply the same, less actual, reasonable out-of-pocket costs and expenses of operation and collection (including, without limitation, attorneys' fees) toward payment of the Obligations. The collection of such Rents, or the entering upon and taking possession of the Trust Estate, or the application of the Rents as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default. Trustor also hereby authorizes Beneficiary upon such entry, at their option, acting collectively, to take over and assume the management, operation and maintenance of the Trust Estate and to perform all acts they in their sole discretion (as agreed among them) deem necessary and proper and to expend such sums out of Rents as may be needed in connection therewith, in the same manner and to the same extent as Trustor theretofore could do (including without limitation, the right to enter into new leases, to cancel, surrender, alter or amend the terms of and/or renew existing Leases and/or to make concessions to tenants). Trustor hereby releases all claims of any kind or nature against Beneficiary arising out of such

management, operation and maintenance, excepting the liability of Beneficiary to account as hereinafter set forth.

2.3 Application of Rents.

Upon such entry, Beneficiary shall, as agreed among them, after payment of all property charges and expenses (including, without limitation, reasonable compensation to such managing agent as they may select and employ) and after the accumulation of a reserve to meet requisite amounts, credit the net amount of the Rents received by them to the Obligations. Beneficiary shall be accountable for more monies than it actually receives from the Trust Estate; nor shall Beneficiary be liable for failure to collect Rents. Beneficiary shall make reasonable efforts to collect Rents, reserving, however, within their own absolute and sole discretion, as agreed among them, the right to determine the method of collection and the extent to which enforcement of collection of Rents shall be prosecuted and their judgment shall be deemed conclusive and reasonable.

2.4 Mortgagee in Possession.

It is not the intention of the parties hereto that an entry by Beneficiary upon the Premises under the terms of this instrument shall make Beneficiary a party in possession in contemplation of applicable law, except at the option of Beneficiary as agreed among them.

2.5 Indemnity.

Trustor hereby agrees to indemnify and hold harmless Beneficiary for, from and against any and all losses, liabilities, obligations, claims, demands, damages, penalties, judgments, actual, reasonable out-of-pocket costs and expenses, including actual, reasonable out-of-pocket legal fees and expenses, howsoever and by whomsoever asserted, arising out of or in any way connected with this Deed of Trust; and all such losses, liabilities, obligations, claims, demands, damages, penalties, judgments, actual, reasonable out-of-pocket costs and expenses shall be deemed added to the indebtedness secured hereby and shall be secured by any and all other instruments securing said indebtedness, provided, however, that Trustor shall have no liability hereunder with respect to any damages, losses, costs or expense incurred as a result of the gross negligence or willful misconduct of the Beneficiary.

2.6 No Obligation to Perform.

Nothing contained herein shall operate or be construed to obligate Beneficiary to perform any obligations of Trustor under any Lease (including, without limitation, any obligation arising out of any covenant of quiet enjoyment therein contained in the event the lessee under any such Lease shall have been joined as a party defendant in any action to foreclose and the estate of such lessee shall have been thereby terminated). Prior to actual entry into and taking possession of the Premises by Beneficiary, this assignment of Rents shall not operate to place upon Beneficiary any responsibility for the operation, control, care, management or repair of the Trust Estate or any portion thereof, and the execution of this Assignment of Rents by Trustor shall constitute conclusive evidence that all responsibility for the operation, control, care, management

and repair of the Trust Estate is and shall be that of Trustor, prior to such actual entry and taking of possession by Beneficiary.

ARTICLE 3. SECURITY AGREEMENT

3.1 Creation of Security Interest.

Trustor hereby grants to Beneficiary a security interest in and to all of the Personal Property.

3.2 Representations, Warranties and Covenants of Trustor.

Trustor hereby represents, warrants and covenants (which representations, warranties and covenants shall survive creation of any indebtedness of Trustor to Beneficiary and any extension of credit thereunder) as follows:

(a) The Personal Property is not used or bought for personal, family or household purposes.

(b) The tangible portion of the Personal Property will be kept on or at the Premises or Improvements and Trustor shall not, without the prior written consent of Beneficiary, remove the Personal Property or any portion thereof therefrom except such portions or items of Personal Property which are consumed or worn out in ordinary usage, all of which shall be promptly replaced by Trustor with similar items of equal or greater value.

(c) At the request of Beneficiary, Trustor will permit Beneficiary to prepare and file one or more financing statements and fixture filings pursuant to the Uniform Commercial Code of Arizona as in effect in the State of Arizona, Arizona Revised Statutes ("**A.R.S.**") Sections 47-1101 through 47-11107, as amended from time to time ("**Uniform Commercial Code of Arizona**"), in form satisfactory to Beneficiary and will pay the cost of recording and filing the same in all public offices wherever recording or filing is deemed by Beneficiary to be necessary or desirable.

(d) Trustor does not do business under any trade name except as previously disclosed in writing to Beneficiary. Trustor will immediately notify Beneficiary in writing of any change in its responsible individual or the adoption or change of any trade name or fictitious business name, and will upon request of Beneficiary execute any additional financing statements or other certificates necessary to reflect the adoption or change in trade name or fictitious business name.

(e) Trustor shall promptly notify Beneficiary of any claim against the Personal Property adverse to the interest of Beneficiary therein.

3.3 Use of Personal Property by Trustor.

Until the occurrence and continuance of an Event of Default hereunder or under any Loan Document, Trustor may have possession of the Personal Property and use it in any lawful manner not inconsistent with this Deed of Trust and not inconsistent with any policy of insurance thereon.

ARTICLE 4. REMEDIES UPON DEFAULT

4.1 Events of Default.

The existence or occurrence of an event of default under the Loan Agreement or any of the other Loan Documents that continues beyond the applicable notice and cure periods therein shall be an "**Event of Default**"):

4.2 Acceleration Upon Default; Additional Remedies.

Upon and during the occurrence of an Event of Default, Beneficiary may, at its option and upon ten (10) days' advance written notice and opportunity to cure, declare the Obligations, immediately due and payable without any presentment, demand, protest or notice of any kind. Beneficiary may, upon notice to Trustor, in addition to the exercise of any or all of the remedies specified in Section 3.4 hereof:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Trust Estate, or any part thereof, in their own name or in the name of Trustor, and do any acts that they deem necessary or desirable to preserve the value, marketability or rentability of the Trust Estate, or any part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Trust Estate, sue for or otherwise collect the Rents, or any part thereof, including, without limitation, those past due and unpaid, and apply the same, less costs and expense of operation and collection (including, without limitation, attorneys' fees) upon the Obligations. The entering upon and taking possession of the Trust Estate, the collection of such Rents and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of all or any portion of the Trust Estate or the collection, receipt and application of Rents, Trustee and Beneficiary shall be entitled to exercise every right provided for in this Deed of Trust, in any of the other Loan Documents or by applicable law upon and during occurrence of any Event of Default, including, without limitation, the right to exercise the power of sale;

(b) Commence an action to foreclose the lien of this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(c) Exercise the power of sale herein contained and deliver to Trustee a written statement of breach, notice of default and election to cause Trustor's interest in the Trust Estate to be sold; or

(d) Exercise all other rights and remedies provided herein or in any other Loan Document, or by law, including, without limitation, the rights and remedies provided in A.R.S. § 33-702.B.

4.3 Exercise of Power of Sale.

If Beneficiary elects to exercise the power of sale herein contained, Beneficiary shall promptly notify Trustee and shall deposit with Trustee this Deed of Trust and the Note, including, but not limited to, the Loan Agreement and such receipts and evidence of expenditures made and secured hereby as Trustee may require.

(a) Upon receipt of such statement and notice from Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Trustee's Sale as then required by applicable law. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by applicable law and after recordation of such Notice of Trustee's Sale and Notice of Trustee's Sale having been given as required by applicable law, sell the Trust Estate at the time and place of sale fixed by it in said Notice of Trustee's Sale, either as a whole, or in separate lots or parcels or items as Trustee shall deem expedient, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale and Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers.

(b) After deducting all costs, fees and expenses of Trustee and of this Trust, including, without limitation, Trustee's fees and reasonable attorneys' fees, and costs of evidence of title in connection with sale, Trustee shall apply the proceeds of sale in the following priority, to payment of: (i) first, all sums expended under the terms of the Deed of Trust, or under the terms of other Loan Documents in connection with the exercise of the foregoing rights and remedies, not then repaid, with accrued interest at the Agreed Rate; (ii) second, to the payment of the Obligations; (iii) all other sums, then secured hereby; and (iv) the remainder, if any, to the person or persons legally entitled thereto or as provided in A.R.S. § 33-812 or any similar or successor statute.

(c) Subject to A.R.S. § 33-810.B, Trustee may postpone sale of all or any portion of the Trust Estate by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement or subsequently noticed sale, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new notice of sale.

4.4 Personal Property.

It is the express understanding and intent of the parties that as to any personal property interests subject to Chapter 9 of the Uniform Commercial Code of Arizona, Beneficiary, upon an Event of Default, may proceed under such Uniform Commercial Code of Arizona or may

proceed as to both real and personal property interests in accordance with the provisions of this Deed of Trust and its rights and remedies in respect to real property, as specifically permitted under A.R.S. § 47-9604, and treat both real and personal property interests as one parcel or package of security.

4.5 Appointment of Receiver.

Upon and during the occurrence of an Event of Default, Beneficiary, as a matter of right and without regard to the then value of the Trust Estate or the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Trust Estate, and Trustor hereby irrevocably consents to such appointment and waives notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases, and all the powers and duties of Beneficiary in case of entry as provided herein, and shall continue as such and exercise all such powers until the later of the date of confirmation of sale of the Trust Estate or the date of expiration of any redemption period, unless such receivership is sooner terminated.

4.6 Remedies Not Exclusive.

Trustee and Beneficiary, and each of them, shall be entitled to enforce payment and performance of any and all of the Obligations and to exercise all rights and powers under the Loan Documents, and under the applicable law now or hereafter in effect, notwithstanding some or all of the Obligations may now or hereafter be otherwise secured or guaranteed. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by applicable law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing under the applicable law. Every power or remedy given by any of the Loan Documents or by applicable law to Trustee or Beneficiary or to which any of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Beneficiary and, to the extent permitted by applicable law and subject to the provisions of Section 5.18 hereof, any of them may pursue inconsistent remedies.

4.7 Request for Notice.

Trustor hereby requests a copy of any notice of default and that any notice of sale hereunder be mailed to it at the address set forth in Section 5.5 hereof.

ARTICLE 5. MISCELLANEOUS

5.1 Change, Discharge, Termination or Waiver.

No provision of this Deed of Trust may be changed, discharged, terminated, or waived except in a writing signed by the party against whom enforcement of the change, discharge, termination, or waiver is sought. No failure on the part of Beneficiary to exercise and no delay by Beneficiary in exercising any right or remedy under the Loan Documents or under the applicable law shall operate as a waiver thereof.

5.2 Trustor Waiver of Rights.

Trustor waives, to the extent permitted by applicable law, (a) the benefit of all applicable laws now existing or that may hereafter be enacted providing for any appraisement before sale of any portion of the Trust Estate, and (b) all rights of redemption, valuation, appraisement, stay of execution, notice of election to mature or declare due the Obligations and marshaling in the event of foreclosure of the liens hereby created and (c) all rights and remedies that Trustor may have or be able to assert by reason of the laws of the State of Arizona pertaining to the rights and remedies of sureties including, without limitation, A.R.S. §§ 12-1641 through 12-1646, and Arizona Rules of Civil Procedure 17(f).

5.3 Statements of Trustor and Beneficiary.

Trustor and/or Beneficiary shall, within ten (10) days after written notice thereof from the other party, deliver a written statement stating to the best of its knowledge the unpaid principal of and interest on the Loan and any other amounts secured by this Deed of Trust, and stating whether any offset or defense exists against such principal and interest or such other amounts.

5.4 Reconveyance by Trustee.

Upon written request of Beneficiary stating that all Obligations have been satisfied in full or forgiven in accordance with the Loan Documents, and upon surrender of this Deed of Trust and any promissory note or contract evidencing the Loan including, but not limited to, the Note, the Loan Agreement, to Trustee for cancellation and retention, and upon payment by Trustor of Trustee's fees, Trustee shall reconvey to Trustor, or to the person or persons legally entitled thereto, without warranty, any portion of the Trust Estate then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or persons legally entitled thereto."

5.5 Notices.

All notices, requests and demands to be made hereunder to the parties hereto shall be in writing and shall be delivered by overnight courier service or sent by certified mail, return receipt requested, postage prepaid, through the United States Postal Service, or personally delivered to the addressees shown below or such other addressees which the parties may provide to one another in accordance herewith. Such notices, requests and demands, if sent by mail, shall be deemed given two (2) days after deposit in the United States mail, and if delivered by overnight courier service or personally delivered, shall be deemed given when delivered.

To Beneficiary: City of Flagstaff
211 W. Aspen Avenue
Flagstaff, Arizona 86001
Attn: _____

With a copy to:	City of Flagstaff 211 W. Aspen Avenue Flagstaff, Arizona 86001 Attn: Legal Department
To Trustor:	Lone Tree Ranch, L.P. c/o Lincoln Avenue Communities 401 Wilshire Blvd., 11th Floor Santa Monica, CA 90401 Attention: Ben Taylor, Matthew Klein and Russell Condas
with a copies to:	Lincoln Avenue Capital LLC 680 5th Avenue, 17th Floor New York, NY 10019 Attention: Hanna Jamar Email: hanna@lincolnavecap.com
And:	Cohen Liuzzo PLLC 88 Pine Street, Suite 1430 New York, NY 10005 Attention: Eleor Cohen, Esq. and Anthony Bargnesi, Esq. Email: ecohen@cohenliuzzo.com and abargnesi@cohenliuzzo.com
And:	[BORROWER'S LIHTC INVESTOR AND SENIOR LENDER]
And:	[BORROWER'S SENIOR LENDER]

5.6 Acceptance of Trustee.

Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by applicable law.

5.7 Captions and References.

The headings at the beginning of each section of this Deed of Trust are solely for convenience and are not part of this Deed of Trust. Unless otherwise indicated, each reference in this Deed of Trust to a section or an exhibit is a reference to the respective section herein or exhibit hereto.

5.8 Invalidity of Certain Provisions.

If any provision of this Deed of Trust is unenforceable, the enforceability of the other provisions shall not be affected and they shall remain in full force and effect. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any of the Trust Estate, the unsecured or partially secured portion of the indebtedness shall be completely paid prior to the payment of the remaining and secured or

partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the indebtedness which is not secured or fully secured by the lien of this Deed of Trust.

5.9 Subrogation.

To the extent that proceeds of sums secured hereby are used to pay any outstanding lien, charge or prior encumbrance against the Trust Estate, such sums have been or will be deemed advanced by Beneficiary at Trustor's request, and Beneficiary shall be subrogated to any and all rights and liens held by any owner or holder of such outstanding liens, charges and prior encumbrances, irrespective of whether said liens, charges or encumbrances are released.

5.10 Attorneys' Fees.

If any or all of the Obligations are not paid when due or if an Event of Default occurs, Trustor agrees to pay all actual, reasonable out-of-pocket costs of enforcement and collection and preparation therefor (including, without limitation, reasonable attorneys' fees) whether or not any action or proceeding is brought (including, without limitation, all such costs incurred in connection with any bankruptcy, receivership, or other court proceedings, whether at the trial or appellate level), together with interest thereon from the date of demand at the Agreed Rate.

5.11 Governing Law.

This Deed of Trust shall be governed by and construed in accordance with the laws of the State of Arizona, without giving effect to conflict of laws principles.

5.12 Joint and Several Obligations.

If this Deed of Trust is signed by more than one party as Trustor, all obligations of Trustor herein shall be the joint and several obligations of each party executing this Deed of Trust as Trustor.

5.13 Number and Gender.

In this Deed of Trust the singular shall include the plural and the masculine shall include the feminine and neuter gender and vice versa, if the context so requires.

5.14 Loan Statement Fees.

Trustor shall pay the amount demanded by Beneficiary or their authorized loan servicing agents for any statement regarding the Obligations, provided, however, that such amount may not exceed the maximum amount allowed by applicable law at the time request for the statement is made.

5.15 Counterparts.

This document may be executed and acknowledged in counterparts, all of which executed and acknowledged counterparts shall together constitute a single document. Signature and acknowledgment pages may be detached from the counterparts and attached to a single copy of this document to form one physical document, which may be recorded.

5.16 Status of Title.

Trustor represents and warrants that it is the lawful owner of the Trust Estate and Premises and Improvements free and clear of all Liens and Encumbrances, subject only to the Permitted Encumbrances, and that Trustor has full right, power and authority to convey and mortgage the same and to execute this Deed of Trust.

5.18 Integration.

The Loan Agreement and other Loan Documents relating to the Loan contain the complete understanding and agreement of Trustor and Beneficiary and supersede all prior representations, warranties, agreements, arrangements, understandings, and negotiations with respect to the subject matter thereof. In the event of any conflict between this Deed of Trust and the Loan Agreement this Deed of Trust shall be deemed to be controlling.

5.19 Binding Effect.

The Loan Documents will be binding upon, and inure to the benefit of, Trustor, Trustee, Beneficiary, and their respective successors and assigns. Trustor may not delegate its obligations under the Loan Documents.

5.20 Time of the Essence.

Time is of the essence with regard to each provision of the Loan Documents as to which time is a factor.

5.21 Survival.

The representations, warranties, and covenants of Trustor contained in the Loan Documents shall survive the execution and delivery of the Loan Documents and the making of the Loan.

5.22 Limitation of Liability.

Section 12(u) of the Loan Agreement is incorporated herein by reference with the same force and effect as if set forth herein in its entirety.

5.23 Non-Recourse.

Neither Trustor nor any member of Trustor shall have any personal liability for the performance of Trustor's obligations hereunder, including any amounts payable hereunder, it being understood that Beneficiary's sole recourse shall be to the Trust Estate.

5.24 Subordination of First Mortgage

The Beneficiary hereby acknowledges and agrees that this Deed of Trust shall be subject and subordinate in all respects to the mortgages securing the First Mortgage Loan (as defined in the Loan Agreement). Notwithstanding anything contained herein to the contrary, so long as the note evidencing the First Mortgage Loan is outstanding, the Beneficiary hereby covenants and agrees that it shall not, without the consent of the First Mortgagee (as defined in the Loan Agreement), (i) exercise any rights or remedies it may have against the Trustor pursuant to this Deed of Trust, including, but not limited to, accelerating the Obligations, collecting rents, exercising the power of sale, appointing (or seeking the appointment of) a receiver or exercising any other rights or remedies hereunder, notwithstanding that Beneficiary may declare a default; (ii) join with any other creditor in commencing any bankruptcy reorganization arrangement, insolvency or liquidation proceedings with respect to the Trustor or (iii) modify the terms of this Deed of Trust without the prior written consent of the First Mortgagee.

5.26 Regulatory Agreement

Trustor hereby covenants and agrees that the Improvements shall be constructed in substantial accordance with the United States Housing Act of 1937, as amended, and related Federal regulations.

[signature page follows]

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

TRUSTOR:

LONE TREE RANCH, L.P.,
an Arizona limited partnership

By: Fairview Lone Tree LLC, a Delaware limited liability company, its general partner
By: Fairview Housing Partners Ltd, a Delaware non-stock corporation, its sole member

By:_____
Name: Thom Amdur
Title: Executive Director

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____)

This Declaration was signed and acknowledged before me this _____ day of _____, 2026, by Thom Amdur, as Executive Director of Fairview Housing Partners Ltd., the sole member of Fairview Loan Tree LLC, the general partner of the Project Owner and pursuant to authority given to him by the Project Owner. He is personally known to me or has produced _____ as identification.

In witness whereof I hereunto set my hand and official seal.

_____
NOTARY PUBLIC

Print Name:_____

My Commission Expires: _____

EXHIBIT A

Property Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COCONINO, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

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.

EXHIBIT B

All of the following described estate, property and interest of Trustor now or hereafter acquired, together with all cash and noncash proceeds thereof, and all modifications, extensions, renewals and replacements thereof, in, on, at, or related to an apartment complex known as Lone Tree Ranch Apartments located at the northeast corner of Pine Knoll Drive and Lone Tree Road in, Flagstaff, Arizona:

A. Premises

All of the Trustor's interest in that certain real property located in the City of Flagstaff, County of Coconino, State of Arizona, and more particularly described on Exhibit A attached to this Deed of Trust, all interests, estates or other claims, both in law and in equity, which Trustor now has or may hereafter acquire in the Premises; all easements, rights-of-way and other rights now owned or hereafter acquired used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto, and all water rights and shares of stock evidencing the same; all minerals and mineral rights on, under or related to the Property; all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Premises and any and all sidewalks, alleys and strips and gores or land adjacent to or used in connection with the Premises;

B. Improvements

Trustor's interest in any and all buildings and improvements now or hereafter located on the Premises, including, but not limited to, the fixtures, attachments, appliances, equipment, machinery, and other personal property attached to such buildings and improvements;

C. Personal Property

All right, title and interest of Trustor in and to all tangible personal property now owned or hereafter acquired by Trustor and now or at any time hereafter located on or at the Premises or used solely in connection therewith, including, but not limited to: all building materials stored on or at the Premises, goods, machinery, tools, equipment (including fire sprinklers and alarm systems, air conditioning, heating and refrigerating equipment, medical equipment, equipment for electronic monitoring, entertainment, recreation, window or structural cleaning, maintenance, exclusion of vermin or insects, removal of dust, refuse or garbage and all `other equipment of every kind), lobby and all other indoor and outdoor furniture (including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), wall beds, wall safes, furnishings, appliances (including dishwashers, garbage disposal units, refrigerators, fans, heaters, stoves, water heaters and incinerators), inventory, rugs, carpets and other floor coverings, draperies and drapery rods and brackets, awnings, window shades, venetian blinds, curtains, lamps, chandeliers and other lighting fixtures and maintenance and other supplies;

D. Intangibles

All of Trustor's interest in all existing and future accounts, contract rights, general intangibles, files, books of account, agreements, permits, licenses, plans and specifications, drawings, warranties, guarantees and certificates necessary or desirable in connection with the acquisition, ownership, leasing, construction, operation, servicing or management of the Premises, whether now existing or entered into or obtained after the date hereof, the nonexclusive use of all existing and future names under or by which the Premises or any portion thereof may at any time be operated or known, all rights to carry on business under any such names or any variant thereof, and all existing and future telephone numbers and listings, advertising and marketing materials, trademarks and goodwill in any way relating to the Premises or any portion thereof; and

E. Claims and Awards

All the estate, interest, right, title, other claims or demands, including claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Trustor now has or may hereafter acquire in the Premises, and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Premises, including, without limitation, any awards from a change of grade of streets and awards for severance damages;

F. Rents

All rents, issues, profits, damages, royalties, income and other benefits now or hereafter derived from the Premises and the Improvements; and

G. Leases

All right, title and interest of Trustor in and to all leases or subleases covering the Premises or the Improvements or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Trustor thereunder including, without limitation, all rights of Trustor against guarantors thereof, all cash or security deposits, advance rentals, and deposits or payments of similar nature.

EXHIBIT C

PERMITTED ENCUMBRANCES

[Schedule B-II from Final Owner's Policy to be attached]

When Recorded Return to:

CITY OF FLAGSTAFF
211 W. Aspen Avenue
Flagstaff, Arizona 86001
Attn: Legal Department

DECLARATION OF RESTRICTIVE COVENANTS

(Lone Tree Ranch Affordable Housing)

This Declaration of Restrictive Covenants (the "Declaration" or "Covenant") made this ___ day of _____, 2026 by LONE TREE RANCH, LP, an Arizona limited partnership (hereinafter referred to as the "Project Owner"), in favor of the CITY OF FLAGSTAFF, Arizona, a municipal corporation of the State of Arizona (hereinafter referred to as the "City"). Project Owner and the City are sometimes collectively referred to as the "Parties" and singularly referred to as "Party."

RECITALS

WHEREAS, the Project Owner is the owner of the property located at the northeast corner of Pine Knoll Drive and Lone Tree Road in Flagstaff, Arizona and legally described in Exhibit A, attached hereto and incorporated here ("Property"); and

WHEREAS, the Project Owner hereby agrees and covenants that the Property shall be subject to the provisions, covenants, and restrictions contained herein; and

WHEREAS, this Declaration is made for the express benefit of the City, and it shall remain in full force and effect until released by the City; and

WHEREAS, the City is making a loan in the original principal amount of One Million Six Hundred and Fifty Thousand Dollars ($1,650,000.00) of funds from the Rental Incentive Bond Program (the "Program") to Project Owner (the "Loan") in connection with the construction, development and operation of the Project (as defined below), as more particularly described below; and

WHEREAS, the Project Owner is developing a project that will, among other things, increase the supply of rental housing units in the community, to be known as Lone Tree Ranch (hereinafter referred to as the "Project"), which consists of one hundred and sixty eight (168) units located at the Property; and

WHEREAS, the Loan is subject to that certain Funding Agreement ("Loan Agreement" or "Funding Agreement"), Promissory Note ("Note"), Deed of Trust, and this Declaration (collectively the "Loan Documents"); and

WHEREAS, Project Owner desires to make a binding commitment to assure that the Project is maintained and operated in accordance with the provisions of the Loan Documents; and

WHEREAS, Project Owner, as a condition for receiving the Loan funds, is required to record in the Public Records of Coconino County, Arizona, this Covenant obligating the Project Owner, its successors, and assigns to maintain and operate the Project in accordance with the Loan Documents; and

WHEREAS, the Project Owner hereby declares that this Covenant shall be and is a covenant running with the Project Owner's Property and, unless released by the City, is binding on the Property for the entire Affordability Period (50 years), and is not merely a personal covenant of the Project Owner.

NOW THEREFORE, Project Owner voluntarily covenants and agrees that the Project shall be subject to the following restrictions that are intended and shall be deemed to be covenants running with the Project Owner's Property and binding upon Project Owner, and its heirs, transferees, successors and assigns as set forth below.

TERMS:

Section 1. Recitals: The recitals and findings set forth in the preamble of this Covenant are hereby adopted by reference thereto and incorporated herein as if fully set forth in this Section.

Section 2. Use of Property: The use of one hundred and sixty eight (168) units ("the Affordable Units") in the Project is governed by the Development Agreement by and between the City of Flagstaff and Project Owner adopted by City Council on March 17, 2026 and to be recorded simultaneously with the recordation of this Declaration in the official records of the Coconino County Recorder (the "Development Agreement").

Commencing on the date the Affordable Units are placed into service and continuing thereafter for a period of thirty (30) years ("the LIHTC Period"), as provided for in the Development Agreement, and the Land Use Restriction Agreement ("LURA") associated with the Low Income Housing Tax Credit ("LIHTC") program approved by the Arizona Department of Housing to be recorded simultaneously with the recordation of this Declaration in the official records of the Coconino County Recorder, the rental rates for the Affordable Units will be set at no more than thirty percent (30%) of sixty percent (60%) of AMI (as defined below) as adjusted for family size, and Affordable Units shall be rented to households earning, up to sixty percent (60%) of the Area Median Income ("AMI") income for Flagstaff, Arizona, adjusted for family size, as determined annually by the U.S. Department of Housing and Urban Development.

Commencing on the first day after expiration of the LIHTC Period and continuing through the end of the Affordability Period (as defined in Section 3 below), the Affordable Units in the Project shall be rented to households whose cumulative average annual income does not exceed sixty percent (60%) of the AMI for Flagstaff, Arizona.

Section 3. Term of Declaration: This Declaration is a covenant running with the land and shall remain in full force and effect and shall be binding upon the Project Owner, its successors, transferees, and assigns from the Effective Date until the expiration of the Affordability Period.

The Affordability Period of this Project will be the earlier of (i) fifty (50) years commencing on the Completion Date (as defined in the Loan Agreement), or (ii) upon repayment of the Loan and any interest, fees, and charges due under the Note (the "Affordability Period"). Upon the expiration of the Affordability Period, this Declaration shall immediately lapse and be of no further force and effect without the necessity of any other written document or instrument. Notwithstanding the foregoing, upon the expiration of the Affordability Period, upon request of the Project Owner, the City shall record an instrument evidencing the expiration of and other termination of this Declaration in the Official Records of Coconino County, Arizona. Nothing herein shall preclude the Project Owner from agreeing to extend the Affordability Period beyond fifty (50) years.

Section 4. Prohibited Conveyances: Except as provided in the Loan Agreement, the Project Owner covenants and agrees not to encumber or convey its fee interest in the Project, or any portion thereof, without City's prior written consent in accordance with the terms of the Loan Agreement. DISCUSS

Section 5. Repayment Upon an Event of Default: The Project Owner covenants and agrees that upon (i) the occurrence and continuance of an Event of Default as described in the Loan Documents, subject to the terms and any notice and cure rights as provided therein, (ii) of the sale or conveyance of the Project Owner's fee interest in the Project without City's prior written consent as required by the Loan Documents (except as otherwise provided in the Loan Documents), or (iii) the Project Owner ceasing to exist as an organization, the Project Owner shall, subject to the subordination in the Note and Deed of Trust, immediately make payment to the City in an amount equal to the full amount of Loan funds disbursed and outstanding, with interest thereon as provided in the Note, and all unpaid fees, charges and other obligations of the Project Owner due under any of the Loan Documents.

Section 6. Inspection and Enforcement: It is understood and agreed that any official inspector of the City shall have the right any time during normal working hours, upon at least seventy-two (72) hours' prior written notice, to enter and investigate the use of the Property to determine whether the conditions of this Declaration are in compliance, subject to the rights of residential tenants under their leases.

Section 7. Amendment and Modification: This Declaration may be modified, amended, or released in whole or in part by a written instrument executed on behalf of the City and the Project Owner, or their respective successors-in-interest. Should this instrument be modified, amended or released, a written instrument executed by the City and Project Owner will be recorded in the Official Records of Coconino County, Arizona, effectuating and acknowledging such modification, amendment, or release.

Section 8. Definitions: All capitalized terms not defined herein shall have the meanings provided in the Loan Agreement.

Section 9. Severability: Invalidation of one or more of the provisions of this Declaration by judgment of court shall not affect any of the other provisions of the Declaration, which shall remain in full force and effect.

Section 10. Recordation: This Declaration shall be recorded in the Official Records of Coconino County, Arizona, at the sole cost and expense of the Project Owner.

Section 11. Covenant Running with the Land: Any and all requirements of the laws of the State of Arizona that must be satisfied in order for the provisions of this Covenant to constitute a restriction and covenant running with the Project Owner's interest in the Property shall be satisfied in full, and any requirements or privileges of estate are intended to be satisfied, or in the alternate, an equitable servitude has been created to insure that these restrictions run with the Project Owner's interest in the Property. For the term of this Covenant, each and every contract, deed, or other instrument hereafter executed conveying the Project Owner's interest in the Property or portion thereof shall expressly provide that such conveyance is subject to this Covenant, provided, however, that the covenants contained herein shall survive and be effective regardless of whether such contract, deed, or other instrument hereafter executed conveying the Project Owner's interest in the Property or portion thereof provides that such conveyance is subject to this Covenant.

Section 12. Governing Law and Venue: This Declaration shall be construed and enforced pursuant to the laws of the State of Arizona, excluding all principles of choice of laws, conflict of laws and comity. Any action pursuant to a dispute under this Declaration must be brought in Coconino County and no other venue. All meetings to resolve said dispute, including voluntary arbitration, mediation, or other alternative dispute resolution mechanism, will take place in this venue. The Parties both waive any defense that venue in Coconino County is not convenient.

Section 13. Effect on Development Agreement: Nothing herein shall be construed to waive or modify any terms of the Development Agreement.

Section 14. Costs, Including Attorneys' Fees: If any legal services by an attorney are required to enforce the requirements of this Declaration or any of the Loan Documents, the prevailing party will be reimbursed by the other party for all costs and expenses of such action, including reasonable attorneys' fees, and if in legal action costs and expense of such action, including reasonable attorneys' fees as may be fixed by the court.

Section 15. Limitation of Liability. Section 12(u) of the Funding Agreement is hereby incorporated by reference with the same force and effect as if set forth in its entirety herein.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Project Owner has caused this Declaration to be executed by its duly authorized officers and the corporate seal to be affixed hereto on the day and year first above-written.

PROJECT OWNER:

LONE TREE RANCH, L.P.,
an Arizona limited partnership

By: Fairview Lone Tree LLC, a Delaware limited liability company, its general partner
By: Fairview Housing Partners Ltd, a Delaware non-stock corporation, its sole member

By:_____
Name: Thom Amdur
Title: Executive Director

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____)

This Declaration was signed and acknowledged before me this _____ day of _____, 2026, by Thom Amdur, as Executive Director of Fairview Housing Partners Ltd., the sole member of Fairview Loan Tree LLC, the general partner of the Project Owner and pursuant to authority given to him by the Project Owner. He is personally known to me or has produced _____ as identification.

In witness whereof I hereunto set my hand and official seal.

_____
NOTARY PUBLIC

Print Name:_____

My Commission Expires: _____

CITY:

CITY OF FLAGSTAFF, ARIZONA, A MUNICIPAL CORPORATION OF THE STATE OF ARIZONA

By: _____
Joanne Keene, City Manager

ACKNOWLEDGMENT

STATE OF ARIZONA)
COUNTY OF COCONINO)

This Declaration was signed and acknowledged before me this _____ day of _____, 2026, by Joanne Keene as City Manager on behalf of the City of Flagstaff. She is personally known to me or has produced her Arizona Driver's License as identification.

In witness whereof I hereunto set my hand and official seal.

_____
NOTARY PUBLIC

Print Name:_____

My Commission Expires: _____

Exhibit A
Legal Description Of The Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COCONINO, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

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.

City of Flagstaff Rental Incentive Bond Program

City of Flagstaff - Housing Section
3481 N Fanning Dr
Flagstaff, Arizona 86004

Contact:
Jennifer Mikelson, Housing Planning Manager
jmikelson@flagstaffaz.gov
(928) 213-2744

Funding Background

The City of Flagstaff Housing Commission and Housing Staff developed the Rental Incentive Bond Program (RIBP) as provided for the expenditure of voter-approved general obligation bond funds. Proposition 442 – "Creating Rental and Homeownership Opportunities for Residents of Flagstaff" identified four affordable housing spending categories totaling $20 million dollars and was approved in the November 8, 2022 General Election. Per the City of Flagstaff Information Pamphlet, the ballot language and information for the relevant spending category are below:

Ballot Language:

> "To create rental and homeownership opportunities for residents of Flagstaff, shall the City of Flagstaff be authorized to issue and sell general obligation bonds in a principal amount up to $20,000,000 for the purpose of:
>
> - redeveloping City-owned housing to create additional affordable rental units;
> - repurposing existing available buildings into rental units;
> - incentivizing the private sector to incorporate affordable rental housing into new developments; and
> - expanding the homebuyer assistance program?"

City of Flagstaff Information Pamphlet:

> Incentivizing the Private Sector to Incorporate Affordable Rental Housing in New Developments (approximately $5 million)
>
> > "Funding will be utilized to incentivize private developers, including non-profits, to incorporate affordable rental units in market-rate developments. This investment is anticipated to create an estimated 400-500 new rental units affordable to the residents of Flagstaff, in addition to the market rate units in the new developments."
> >
> > "The proceeds of the bonds may be used for any and all costs relating to the above-referenced projects, including the costs of designing, engineering, acquiring, administering, improving, constructing, reconstructing, and equipping such projects and any and all appurtenances or land related thereto."

Program Creation and Administration

The City of Flagstaff Housing Section assembled a working group of five members of the Housing Commission to develop the following program requirements. A draft of the Rental Incentive Bond Program was reviewed by the Housing Commission, and the Commission voted unanimously to forward the draft RIBP to City Council with a recommendation for approval on September 28, 2023. The final program was approved by Flagstaff City Council on November 7, 2023, and adopted by Resolution No. 2023-51.

City of Flagstaff Housing Section staff is responsible for soliciting funding applications that will be reviewed and scored by a ranking committee (described below). It is the intent of this program to make the application and award process as simple and expeditious as possible for both the developer and staff, while maintaining the necessary safeguards surrounding expenditure of public money.

The Housing Commission provides oversight of any funds approved by the electorate for housing purposes (City Code Chapter 2-25-001-0005). Once the ranking committee's recommendations for funding are complete, they will be brought to Council for their consideration. Contracts for the bond funds will require Council approval. Please see Ranking Committee and Award Process section for additional details regarding timing. The long-term administration of the funding and program compliance will involve the City's Housing Section and Management Services Division staff.

Program Description

The City of Flagstaff has a total of $5 million in general obligation bond funding available for the Rental Incentive Bond Program through a Notice of Funding Availability (NOFA) application. This is a competitive application process; applications that meet the minimum threshold criteria are not guaranteed an award of funds and successful applications may be funded for less than the amount requested.

A ranking committee will evaluate applications for funding based on how funds can best maximize and leverage other public and private funds and resources while creating the greatest number of affordable units meeting applicable federal, state, and local requirements. After the initial NOFA if there are remaining or returned program funds the process will be repeated as needed.

Expenditure of program funds is limited to costs directly incurred by the developer in pre-development and construction of affordable rental housing. Applications should include information related to prior experience developing similar rental projects and should demonstrate project readiness by providing evidence of any and all development approvals. All funding commitments secured by the developer and identified in the application must be confirmed in writing. Applications that do not meet the minimum threshold criteria will not be eligible for funding.

Project Eligibility

Eligible Uses:

- Any and all costs relating to the development of affordable rental housing that will remain affordable to low-income households earning up to 80% of the Area Median Income (AMI), including pre-development costs.

Ineligible Uses include but are not limited to:

- Land acquisition, renovation, preservation, or rehabilitation of existing affordable or market-rate units.

Eligible Applicants must be one of the following entities or a combination thereof:

- A corporation (including non-profits), limited partnership, limited liability company, unit of local government, tribe, or tribally designated housing entity.
- In good standing with the Arizona Corporation Commission, Arizona Secretary of State, the Arizona Registrar of Contractors, or other appropriate government licensing agency.

Previous commitment of affordable rental units through an executed development agreement/affordable housing agreement or receipt of other City-provided incentives does not disqualify applicants from applying for bond funding.

Applicants with overdue debts to the City and applicants that have received other City-administered grant funds must be in good standing prior to receipt of funding.

Affordability Period – The ranking committee will consider a variety of loan terms proposed by applicants; however, the minimum required affordability period is 30 years. The affordability period shall be sustained regardless of any transfer of ownership. (See Loan Terms for additional information.)

Submittal Requirements

Minimum Threshold Criteria – Applications that do not meet the following minimum criteria will not be considered:

- Proposed project must be a rental development entirely within Flagstaff city limits.
- Project includes a minimum of 10% affordable rental units.
- Affordable rental units serve low-income renters earning 80% or less of the AMI for Flagstaff (2023 AMI Limits for the City of Flagstaff).
- Project meets eligible uses listed above and includes proof of site control.
- Application contains a complete response to each question and includes all required information.

Developer Experience – Developer or development team (if collaborative partnership) must demonstrate experience successfully completing rental housing developments of similar scale.

Project Readiness – To demonstrate project readiness, applicants:

- Must own the property or have a valid and current purchase contract, option agreement, or lease agreement providing the applicant with the right to develop the site for the proposed use.
- May include evidence of all zoning approvals, including site and civil plans, and building permits, if available. Prioritization for funding will be given to projects that are closer to construction; for example, projects with building plans submitted for review by the City or issued building permits.
- Must obtain building permits within 24 months of award. Extensions to this timeframe will be considered on a case-by-case basis with documented justification.

Financial Feasibility – All funding sources must be identified. Verification of funding commitments must be included in the application. Applicant must disclose all sources of financing and subsidy: construction, bridge, and permanent. All financial information provided in the application must be credible and valid. Applicants must provide:

- An overview of all project costs.
- A budget clearly demonstrating uses for the requested funding.
- A list of secured funding sources available for project costs and associated letters of commitment.
- A list of funding applications under review, requested amounts, and anticipated award dates.
- A list of other funding sources not yet applied for, requested amount, and application deadline.

- Methodology for determining affordable rental rate for the intended AMI.

Partial Award – The intent of the Program is to leverage the bond funding to the greatest extent to create the largest number of units in the community. Applicants may be awarded less funding than requested to maximize funds.

Ranking Committee and Award Process

There will be a competitive application process; applications that meet the minimum threshold criteria are not guaranteed an award of funds and successful applications may be funded for less than the amount requested. The ranking committee will review and conduct a cost-benefit analysis of total community benefit including the provision of affordable and market-rate units. In addition, the ranking committee will assess developer's ability to deliver units in a timely manner. Complete evaluation criteria will be in the NOFA, including the following:

- Number of total units.
- Number of affordable units.
- Amount of funding requested.
- Cost per affordable unit.
- Project readiness as defined above.
- Developer experience.
- Other funding sources leveraged.
- Waiver of right to Qualified Contract process (if Low-Income Housing Tax Credit project).

Within ten (10) business days after the application deadline, City staff will conduct a review of all applications to determine eligibility with all minimum threshold criteria. All applications determined eligible will be forwarded to the ranking committee for evaluation and funding recommendations. The ranking committee will be comprised of four to seven individuals representing a mix of City staff, Housing Commissioners, and subject matter experts from areas such as development, finance, affordable housing, engineering, etc. No member of the ranking committee shall have a conflict of interest. The committee is authorized to identify funding recommendations, conditional funding recommendations, projects that are waitlisted for funding, and projects that are not recommended for funding.

The ranking committee's recommendations for funding will be presented to City Council for funding approval and letters of award will be provided promptly. Contracts will be completed and executed thereafter. Applicants shall not make substantive changes to the project once a contract is fully executed without the expressed written consent of the City. Applicants shall not pursue additional project funding that would reduce the number of affordable units as described in the fully executed contract.

Loan Terms – Funding will be provided as a loan between the applicant and the City of Flagstaff; contract will be approved separately by City Council. Funding will be available after Council approval of contract and the recording of associated documents including the promissory note and deed of trust.

Loan requirements are below:

- Loan will be secured against the property with a promissory note and recorded deed of trust and will be subordinate to first mortgage financing with further subordination considered on a case-by-case basis.
- No interest and no payments are required during the term of the loan as long as affordable units continue to meet the affordability terms identified in the contract.
- Loan will not be forgiven for 30 years. After the initial 30 years, the loan will be forgiven on a pro-rata basis over the next 20 years. It will be completely forgiven and released after 50 years of affordability compliance.
- If a developer fails to honor the agreement and units are not delivered in accordance with the terms of the contract, the loan will be called due and payable immediately.
- Loan may be assumed if property is sold; the new owner must agree to honor the terms of the original agreement.

Compliance

Annual compliance monitoring will be conducted by City of Flagstaff or its designee.

- Progress reports will be required during the project construction phase to ensure the successful delivery of units.
- Developer shall list all affordable housing units on myhousingsearch.com or similar website. Annual reporting for the life of the loan is required for all projects receiving funding in order to further ensure compliance.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Stacey Brechler-Knaggs, Grants & Contracts Director

Co-Submitter: Adam Miele, Project Manager

Co-Submitter: Brian Gall

Date: 09/24/2026

Meeting Date: 10/06/2026

TITLE:

Consideration and Approval of Contract: Ratify Grant Agreement between the City of Flagstaff and the U.S. Department of Transportation, Federal Aviation Administration (FAA) for the construction of a Snow Removal Equipment Building (SREB) - Phase 3.

STAFF RECOMMENDED ACTION:

Ratify the Grant Agreement with the Federal Aviation Administration for the Airport Snow Removal Equipment Building Phase 3 for grant funds in the amount of $3,874,297.

Executive Summary:

City Council is being asked to ratify this grant agreement. The grant was offered on August 25, 2026, and was required to be accepted by September 15, 2026. Due to the immediate turnaround required, there was insufficient time to request City Council action and therefore, the grant was accepted by the City Attorney and Mayor and finalized on September 9, 2026. This grant is part of a multiple grant funding opportunity (four separate federal grants are anticipated) to deliver this much-needed facility. The Snow Removal Equipment Building (SREB) will store the airport's fleet of eight snow removal equipment apparatus and includes a maintenance and wash bay. The delivery of the SREB project will protect the investments made by city, state and federal funds and ensure equipment is stored securely and indoors, and increase the overall level of service of airfield (runway, taxiways, aircraft parking aprons, etc) snow removal operations. Once the project is complete, the efforts will result in an improved quality of air transportation network during the winter months and will protect the City and Federal Aviation Administration's investments in snow equipment.

Financial Impact:

Project Name: Snow Removal Equipment Building Phase 3
Cost: $24,000,000 (all phases)
Account Number Budgeted: 221-07-222-3673-0-4434
FY Budgeted Amount: FY2026-27 $4,000,000
Grant Funded: Yes, Grant award amount $3,874,297 (Entitlement Funds), with a City match of $101,955 and an AZ Department of Transportation match of $101,955 for a total of $4,078,207
Funding Source: U.S. Department of Transportation, Federal Aviation Administration

Policy Impact:

None

Previous Council Decision or Community Discussion:

- Council approved the Snow Removal Equipment Building Phase 1 Grant Agreement on 10/17/2023.
- Council approved the Snow Removal Equipment Building Phase 2 Grant Agreement on 10/07/2025.

Options and Alternatives to Recommended Action:
- Accept the Grant Agreement which will provide funding for the construction of the Snow Removal Equipment Building Phase 3.
- Not accept the Grant Agreement and the funds will be returned and project terminated.

Background and History:
A Request for Proposal was solicited for Professional Architectural Design Services, bids were received on April 2, 2020, and on July 7, 2020, council approved the contract with APMI in the amount of $859,977. Based on bids, the City received a Grant Offer on July 13, 2020 from FAA for the Airport Improvement Program (AIP) Project No. 3-04-0015-044-2020 to Design the Snow Removal Equipment Building. In June 2023, the City submitted three grant applications (FAA Entitlement, Bipartisan Infrastructure Law, and FAA Discretionary) to fund the construction of the Snow Removal Equipment Building. This is the third award of four grants to get to a total project cost of approximately $24,000,000.

On October 17, 2023, Council approved the FAA AIP 51 SREB Phase 1 Grant Agreement. On October 7, 2025, Council approved the FAA AIP 53 SREB Phase 2 Grant Agreement.

On April 30, 2024, the City of Flagstaff received five Statements of Qualifications for providing Construction Manager At Risk (CMAR) services for this project and on July 2, 2024, Council approved a CMAR Design Phase Services Contract with Loven-Fann Joint Venture in an amount not to exceed $700,000 for the Airport Snow Removal Equipment Building Project.

Connection to PBB Priorities and Objectives:
Safe & Healthy Community
- Ensure the built environment is safe through the use of consistent standards, rules and regulations, and land use practices.
- Promote physical health through providing recreation opportunities, parks, open space & multiple transportation options.

Sustainable, Innovative Infrastructure
- Deliver outstanding services to residents through a healthy, well maintained infrastructure system.
- Provide effective management of and infrastructure for all modes of transportation.

Connection to Regional Plan:
Regional Plan Airport Goal (A): The region strengthens and expands the role of Flagstaff Pulliam Airport as the dominant hub for air passenger, air freight, public safety, and firefighting aircraft operations, general aviation, and other related services in Northern Arizona.
Policy A.1: Provide safe, efficient, reliable, resilient, and sustainable transportation facilities that encourage and accommodate air and related ground services at the Flagstaff Pulliam Airport.

Connection to Carbon Neutrality Plan:
None

Connection to 10-Year Housing Plan:
None

Connection to Division Specific Plan:
This Project will facilitate improved responsiveness to snowfall at the airport by reducing staff time needed to deploy snow removal equipment and improving access for equipment maintenance. The improved response to snow events will place the airport in a better position to support current airport operations,

tenants, and air service, and will be a selling point for additional air service.

Attachments: FAA Grant Agreement FLG-WPG-3-04-0015-054-2026

U.S. Department of Transportation Federal Aviation Administration

Airports Division Western-Pacific Region Arizona

Phoenix Airports District Office: 3800 N Central Ave, Ste 1025 Phoenix, AZ 85012-2136

August 25, 2026

Joanne Keene
City Manager
City of Flagstaff
211 West Aspen
Flagstaff, AZ 86001

Dear Ms. Keene:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-04-0015-054-2026 at Flagstaff Pulliam Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

You may not make any modification to the text, terms or conditions of the Grant Offer.

***Steps You Must Take to Enter Into Agreement*.**

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 15, 2026**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (federal payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this system.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date four (4) years from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each federal fiscal quarter.

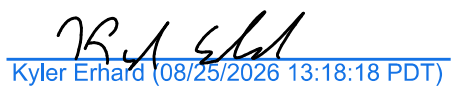
Audit Requirements. As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend $1,000,000 or more in federal awards to conduct a single or program specific audit for that year. Note that this includes federal expenditures made under other federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Sean Larson, (602) 792-1067, sean.r.larson@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Kyler Erhard
Manager

U.S. Department of Transportation Federal Aviation Administration

FEDERAL AVIATION ADMINISTRATION

FY 2026

AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date: August 25, 2026

Airport/Planning Area: Flagstaff Pulliam Airport

Airport Grant Number: 3-04-0015-054-2026

Unique Entity Identifier: XMMUMPKTLVQ3

TO: City of Flagstaff

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the sponsor has submitted to the FAA a Project Application dated December 16, 2025, for a grant of federal funds for a project at or associated with the Flagstaff Pulliam Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Flagstaff Pulliam Airport (herein called the "Project") consisting of the following:

Construct Snow Removal Equipment Building – Phase 3

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure

Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States' share of the Project.

Assistance Listings Number(s): 20.116**.**

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $3,874,297.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 USC § 47108(b):
   $0 for planning
   $3,874,297 for airport development or noise program implementation; and,
   $0 for land acquisition.

2. **Grant Performance.** This agreement is subject to the following federal award requirements:

   a. Period of Performance:

      i. Start Date: The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.

      ii. End Date: Four (4) years to the calendar day from the date of acceptance.

      iii. Extension of the Period of Performance (PoP): The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

      The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this agreement.

   b. Budget Period:

      i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.

      ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (See Multi-Year Grant Special Condition, if applicable).

   c. Appropriation Period of Availability and Expenditure:

i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.

ii. In accordance with 31 USC § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.

iii. IIJA and Supplemental AIP funding are subject to this condition.

d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project(s) identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

i. The recipient fails to comply with the terms and conditions of this agreement;

ii. The recipient fails to obtain or provide any recipient grant contribution as required by the agreement;

iii. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;

iv. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;

v. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;

vi. The recipient requests that the FAA terminate the agreement under this section; or

vii. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

3. Ineligible or Unallowable Costs. In accordance with 49 USC § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. Indirect Costs - Sponsor. The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 USC § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 USC Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project(s) unless this offer has been accepted by the sponsor on or before September 15, 2026, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

   a. The sponsor must take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this grant agreement, the term "federal funds" means funds however used or dispersed by the sponsor, that were originally paid pursuant to this or any other federal grant agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary all documents and records pertaining to the determination of the amount of the federal share, or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such federal share require advance approval by the Secretary.

   b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

   a. Requirement for System for Award Management (SAM): Unless the sponsor is exempted from this requirement under 2 CFR § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this

grant, or receives the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the sponsor by $25,000 or five percent, whichever is greater, the FAA can issue a letter amendment to the sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun, provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous, and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 USC § 50101, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this grant.

17. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 USC § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

c. May be increased by not more than the greater of the following for a land project, if funds are available:

i. 15 percent; or

ii. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 USC § 47109, or IIJA (P.L. 17-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the sponsor must:

a. Verify the non-federal entity is eligible to participate in this federal program by:

i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or

ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

c. Immediately disclose in writing to the FAA whenever (1) the sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the public sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the sponsor is encouraged to:

i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work

for, or on behalf of, the Federal Government, including work relating to a grant or subgrant.

ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

f. The sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this grant.

22. <u>Trafficking in Persons</u>.

a. *Posting of contact information.*

i. The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

b. *Provisions applicable to a sponsor that is a private entity.*

i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:

a) Severe forms of trafficking in persons;

b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;

c) The use of forced labor in the performance of this grant; or any subaward; or

d) Acts that directly support or advance trafficking in persons, including the following acts:

1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or

b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

4. Charging recruited employees a placement or recruitment fee; or

5. Providing or arranging housing that fails to meet the host country's housing and safety standards.

ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant; or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or
2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

c. *Provisions applicable to a sponsor other than a private entity.*

i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or
2. Imputed to the sponsor or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

d. Provisions applicable to any sponsor or subrecipient.

i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 2.a. (PoP) of this grant.

ii. The FAA's right to unilaterally terminate this grant as described in paragraphs 2.b. (Budget Period) or 3.a. (Close Out and Termination) of this grant, implements the requirements of 22 USC Chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.

iii. The sponsor must include the requirements of paragraph 2.a. (PoP) of this grant award term in any subaward it makes to a private entity.

iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).

e. *Definitions. For purposes of this grant award, term:*

i. "Employee" means either:

a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or

b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

ii. "Private Entity" means:

a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.

b) The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).

23. Grant Funded Work Included in a PFC Application. Within 120 days of acceptance of this Grant Agreement, the sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. Exhibit "A" Property Map. The Exhibit "A" Property Map dated August 16, 2018, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.

25. Employee Protection from Reprisal. In accordance with 2 CFR § 200.217 and 41 USC § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 USC § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 4310.

26. Prohibited Telecommunications and Video Surveillance Services and Equipment. The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.

27. Critical Infrastructure Security and Resilience. The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

28. Title VI of the Civil Rights Act. As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and

implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. Applicable Federal Anti-Discrimination Laws. The sponsor agrees:

a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 USC § 3729(b)(4) and

b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.

30. National Airspace System Requirements.

a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:

   i. Additional conditions on the award;

   ii. Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or

   iii. Any other remedy legally available.

c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).

31. **Signage Costs for Construction Projects.** The sponsor agrees that it will require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

SPECIAL CONDITIONS

32. **Buy American Executive Orders.** The sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

33. **Construction Safety Phasing Plan**. In accordance with FAA Advisory Circular 150/5370-2G, Operational Safety on Airports During Construction, and any applicable amendment or update to the Advisory Circular, the sponsor understands and agrees that construction will not commence until FAA has approved the Construction Safety Phasing Plan and Points of Interest airspace case for the project(s) described in this grant, and the project application.

The sponsor's acceptance of this offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the sponsor, as hereinafter provided, and this offer and acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the sponsor with respect to the accomplishment of the project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the sponsor's acceptance of this offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Kyler Erhard (08/25/2026 13:18:18 PDT)

(Signature)

Kyler Erhard

(Typed Name)

Manager

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing offer, and does hereby accept this offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated August 25, 2026

City of Flagstaff

(Name of Sponsor)

Becky Daggett

(Signature of Sponsor's Authorized Official)

By: Becky Daggett

(Typed Name of Sponsor's Authorized Official)

Title: Mayor

(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Anja Wendel , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of __Arizona__. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at September 8, 2026

By: Anja Wendel
Anja Wendel (09/08/2026 17:18:21 PDT)
(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES
AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, USC, subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this Grant Offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a Grant Offer of federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of federal funds for this grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 USC subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 USC §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act – 29 USC § 201, et seq.

d. Hatch Act – 5 USC § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601, et seq.[1, 2]

f. National Historic Preservation Act of 1966 – Section 106 – 54 USC § 306108.[1]

g. Archeological and Historic Preservation Act of 1974 – 54 USC § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act – 25 USC § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended – 42 USC § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 USC § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 USC § 4012a.[1]

l. 49 USC § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 – 29 USC § 794.

n. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 – 42 USC § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended – 42 USC § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 USC § 8373.[1]

t. Contract Work Hours and Safety Standards Act – 40 USC § 3701, et seq.[1]

u. Copeland Anti-kickback Act – 18 USC § 874.[1]

v. National Environmental Policy Act of 1969 – 42 USC § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 USC § 1271, et seq.

x. Single Audit Act of 1984 – 31 USC § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 USC §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 USC 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 USC 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 USC 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 USC § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for state and local governments receiving federal assistance. Any requirement levied upon state and local governments by this regulation shall apply where applicable to private sponsors receiving federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal Government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 USC § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.**

   The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the state in which the project is located to plan for the development of the area surrounding the airport.

7. **Consideration of Local Interest.**

   It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.**

   In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

   In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

    In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance-Management.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 USC § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 USC §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 USC § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;

   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to ensure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the federal share of an airport development, airport planning or noise compatibility project for

which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor’s acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 USC § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 USC § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 USC § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or

2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4); creed and sex per 49 USC § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

   1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

   2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

   "The (**City of Flagstaff**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

   1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.

   2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

   a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

   b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

   1. Reinvestment in an approved noise compatibility project;

   2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);

   3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;

   4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or

   5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

   If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received federal funds under Chapter 471 subchapter 1 of Title 49 USC, it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/aip_pfc_checklist) for AIP projects as of December 16, 2025.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under state law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises (DBE)/Airport Concessions Disadvantage Business Enterprise (ACDBE) Program.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 USC § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;

2. Provides an explanation as to why the requests could not be accommodated; and
3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 USC § 46301(a)(8).

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Adam Miele, Airport Program Manager

Date: 09/24/2026

Meeting Date: 10/06/2026

TITLE:

Consideration and Approval of Change Order: Approve the Change Order #2 for the Library Window Replacement Project.

STAFF RECOMMENDED ACTION:

1. Approve Change Order #2 with Loven Contracting for additional services requested by the City of Flagstaff.
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

This project was intended to replace the original existing, failing, exterior windows at the Flagstaff Library (300 W. Aspen Ave.). Construction plans were developed and finalized in April 2022 for the replacement of over 100 exterior windows and frames.

Construction began in two phases; Phase one was the procurement of long lead items, specifically the windows and frames. Phase two was the actual formal construction process of removing the existing windows and frames and replacing them with new materials. Phase two began in March 2026. During the beginning of Phase 2, a couple concerning elements were discovered. The first element was the existing "up-lights" located in the children's area that appeared to be loose and or dislodging from the wall. All the lights in this area were nonoperative due to the bulbs no longer being manufactured. Note, change order #1 addressed the deficiencies of the fixtures not being operative and dislodging from the wall. The second element that needed to be addressed was the exposed wooden beams' degradation. Over the years, the beams were sun damaged, and allowed water to enter the facility, causing damage to not only the existing window frames but to the adjoining wall as well. The corrective measure for the beams was to wrap them in a watertight membrane and cover them with metal siding. Thus, change order #2 was issued. The membrane was installed to decrease the possibility of water intrusion and the metal siding was to aid in the UV protection of the structural beams.

Financial Impact:

Project Name: Library Window Replacement - Installation Change Order #2
Cost: $171,213.36
Account Number Budgeted:030-07-035-0140-5-4435 and total budget amount $1,699,282
Grant Funded:N/A
Funding Source: General Fund

Policy Impact:

None

Previous Council Decision or Community Discussion:

2024 - 2025 Budget Process

Options and Alternatives to Recommended Action:
This is a confirming change order with funding provided through the 2025 - 2026 funding process.

Background and History:
These projects were procured through the City of Flagstaff Job Order Contractors program. Broken into two separate contracts to handle the large scheduled pause in the actual project and the storing of materials till the windows could be safely installed. Loven was the lowest bidder from the request for bids from the contractors in the vertical discipline.

Connection to PBB Priorities and Objectives:
Safe & Healthy Community

- Ensure the built environment is safe through the use of consistent standards, rules and regulations, and land use practice.

Sustainable and Innovative Infrastructure

- Deliver outstanding services to residents through a healthy, well-maintained infrastructure system.

Inclusive and Engaged Community

- Enhance the City's Involvement in Community Education, and Regional Partnerships to Strengthen the Level of Public Trust

Connection to Regional Plan:
Flagstaff Regional Plan 2045

- Climate Action:
  - Reduce climate impacts: Create cleaner air and a healthier environment that allows the Region to thrive for generations to come by decreasing GHG emissions from buildings, transportation, waste, and other sectors, and implementing CDR initiatives.
    - With the new windows and frames, the loss of energy through the envelope is greatly reduced.

Connection to Carbon Neutrality Plan:
With the incorporation of the new windows and frames, the facility resiliently in increased by reducing the need for energy consumption for maintaining the temperature of the livable space.

Connection to 10-Year Housing Plan:
None

Connection to Division Specific Plan:
None

Attachments: Change Order #1
Change Order #2
JOC phase one
JOC phase two

CITY OF FLAGSTAFF

☑ CONFIRMING CHANGE ORDER NO. 01
☐ DESIGN CONTRACT CHANGE ORDER NO. _____
☐ CONSTRUCTION CONTRACT CHANGE ORDER NO. _____
☐ CONTRACT ALLOWANCE UPDATE NO. _____

PROJECT NO. _____ **PROJECT NAME:** Library Window Replacement - Installation

FILE NO. _____ **PROJECT MANAGER:** Adam Miele

FIRM NAME: Loven Contracting

Purchase Order Number: 26-005597 | **Line Number:** | **Current Amount** $ 1,258,037.32

Change Order originated by: ☑ CITY OF FLAGSTAFF ☐ CONTRACTOR ☐ DESIGN FIRM ☐ OTHER: _____

DETAILED DESCRIPTION:

During the pre-construction meeting (3/17/2026) several of the lighting fixtures (up-lights) appeared to be dislodging from the wall. The contractor was potentially needing to remove several of them to access the windows as part of the project. When discussing the functionality of the up-lights, staff indicated that they have not been operable in over a decade. Additionally, when questioned on the missing fixture unit, staff indicated that they believe if fell off the wall a long time ago. The contractor removed one of the dislodging units and discovered there was no backing behind the unit. While the unit was off the wall, the contractors sub investigated the fixture and discovered that bulbs in the units are no longer made and a LED retrofit was proposed (for ten (10) units) and installation of proper backing.

JUSTIFICATION:

Concern for additional light fixtures falling off the wall was defined as a safety concern.Additionally, the lighting in the youth services area is inadequate during overcast days and evenings.

TIME ANALYSIS:

No additional time was requested.

COST ANALYSIS:

The retrofit kit cost per unit is substantially less than instillation of a new unit.

CITY OF FLAGSTAFF	*PROJECT STATUS FORM*
PROJECT NAME: Library Window Replacement - Installation	☐ Design ☑ Construction ☐ Other
PROJECT NO.	**FILE NO.**
ACCT. NO. 030-07-03-0140-5-4435 100.00 %	**GRANT FUNDED? NO** ☑ **YES** ☐ **% OF GRANT FUNDING -**
ACCT. NO. %	**IF YES, WHAT IS GRANT NAME:**
ACCT. NO. %	**GRANT ACCOUNT NUMBER:**
COUNCIL APPROVAL DATE: N/A	**ORIGINAL CONTRACT AMOUNT:** $ 1,258,037.32
PROJECT BUDGET (FY 26 **)** $ 2,500,000.00	**PROJECT BUDGET (FY** 26 **)** $ 2,500,000.00
NOTICE TO PROCEED DATE: 03/17/2026	**ORIGINAL CONTRACT PERIOD (calendar days):** 365
ORIGINAL COMPLETION DATE: 03/17/2027	**ORIGINAL CONTRACT ALLOWANCE:** $ 0.00
DESIGN FIRM: Loven Contracting	

Change Orders / Revision Date	C.O. Amount / New Total	C.O. Days / New Total	Start Date / New Comp. Date	REASON FOR CHANGE
1	$ 6,072.27	0	03/17/2026	Safety. Several fixtures were not flush to the wall and there was no bracing installed in the original construction.
	$ 1,264,109.59	365	03/17/2027	
2				
3				
4				
5				

COMMENTS: The allocations shown above are inclusive of all Change Orders shown.If there are more than 5 Change Orders, please request a separate form from Purchasing that includes additional spaces. Thank you!

END DATES

ORIGINAL CONTRACT PERIOD	365 **Days**	(03/17/2027)	**ORIGINAL CONTRACT**	$	$ 1,258,037.32
PRIOR TIME CHANGES	0 **Days**	(03/17/2027)	**TOTAL PRIOR VALUE CHANGES**	$	$ 0.00
THIS TIME CHANGE	0 **Days**	(03/17/2027)	**VALUE OF THIS CHANGE**	$	$ 6,072.27
NEW CONTRACT PERIOD	365 **Days**	(03/17/2027)	**NEW CONTRACT**	$	$ 1,264,109.59

CITY OF FLAGSTAFF

☑ CONFIRMING CHANGE ORDER NO. 01
☐ DESIGN CONTRACT CHANGE ORDER NO. _____
☐ CONSTRUCTION CONTRACT CHANGE ORDER NO. _____
☐ CONTRACT ALLOWANCE UPDATE NO. _____

PROJECT NO. _____ **PROJECT NAME:** Library Window Replacement - Installation

FILE NO. _____ **PROJECT MANAGER:** Adam Miele

SIGNATURES

SUBMITTER

Project Manager	08/04/2026 (Date)	**Approved Signature**	Adam Miele
Department Head	08/04/2026 (Date)	**Approved Signature**	Heidi Hansen Digitally signed by Heidi Hansen Date: 2026.08.04 15:59:18 -07'00'

COMMITTEE

Water Services	2026-08-19 (Date)	**Approved Signature**	Douglas Slover Jr Digitally signed by Douglas Slover Jr Date: 2026.08.19 10:17:16 -07'00'
Public Works	8-19-2026 (Date)	**Approved Signature**	David Desatnik
City Engineering	8/19/2026 (Date)	**Approved Signature**	Patrick Brown
City Attorney	8-20-2026 (Date)	**Approved Signature**	Kevin Fincel
Finance	08/20/2026 (Date)	**Approved Signature**	Tammy L Ryan
Purchasing (Chair)	8/25/26 (Date)	**Approved Signature**	Patrick Brown

EXECUTIVE

City Manager	_____ (Date)	**Approved Signature**	_____

Council Meeting Date (if required) _____ **Council Approved?** Yes ☐ No ☐

We have given careful consideration to the proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, and perform all services necessary for the work specified.

FIRM NAME: Loven Contracting **Signature:** _____

Date: _____ **Print Name and Title:** Patrick Szoke - Project Manager

CORRESPONDENCE

Correspondence number	3	Date	05/26/2026
Project	COF Library Windows Const	300 W Aspen Ave Flagstaff, AZ 86001	
Project number	25-302-06		
To	Adam Miele		
Cc	Patrick Szoke		
From	Tyler Weidinger		
Topic	Youth Services LED Lighting		

Message

Change Request Proposal

LOVEN CONTRACTING

Project: (name and address) 25-302-06 / COF Library Windows Const
300 W Aspen Ave
Flagstaff, AZ 86001

Customer: City Of Flagstaff

Change request number: 1003
Description: Library Uplighting LED Upgrade

Notice to Proceed

Submitted date:
Received date:
Rough order of magnitude: 0.00

Status: Pending
Origination date: 05/22/26

Quotation

Submitted date: 05/22/26
Due date:
Submitted amount: 6,072.27
Requested days delay: 0

Notes

Youth Services
1.Provide and install LED (10) ten up lights. Existing fixtures to be removed.

Revenue Detail

Billing Item	Description	Revenue
260000	ELECTRICAL	5,160.00
960000	INSURANCE	57.02
960010	OVERHEAD	285.09
960020	CM FEE	228.07
990000	SALES TAX	342.09
	Total Revenue:	**6,072.27**

Contractor Pricing

Phase Code / Description			Cost Type	Quantity	UM	Amount
26-0000	Electrical	S	Subcontractors	1.00	LS	5,160.00
99-0000	SALES TAX	X	Sales Tax		LS	342.09
			Contractor Pricing Total:			**5,502.09**

Total:	**5,502.09**
Mark-up:	**570.18**
Total Contractor Price for CR 1003	**6,072.27**

Approvals

Customer: City Of Flagstaff
Name: Amelia Mason Title: Executive Assistant
Signature: Amelia Mason Date: 5/28/2026

Contractor: Loven Contracting, Inc.
Name: Tyler Weidinger Title: SR. Project Manager
Signature: Date: 05/26/2026

Halco
LIGHTING TECHNOLOGIES

DATE: | LOCATION:

TYPE: | PROJECT:

CATALOG #:

LED HID Retrofit Lamps

ProLED® Select HID Retrofit Series

- CCT selectable 3000/4000/5000K
- 12W - 120W Options with wattage selection option
- 1,680 - 18,000 Lumens
- 50W - 400W Replacement
- E26 base (Ex39 option 36W and up)
- Control options for 80W and up
- Highly efficient at 150lm/w



ProLED SELECT | UL Certified | Low Maintenance | 50,000 Hours | 120-277 | DLC Qualified

Specifications

Product Description

The ProLED Select HID Retrofit series offers an efficient LED retrofit opportunity for high bays, post tops, area lights and many more with a great form factor. The CCT and wattage selectability allows for simple and easy installation.

Construction

- Clear Durable Polycarbonate Lens
- Aluminum Housing With Efficient Heat Sink Design
- E26 Base Option 12W - 54W
- Ex39 Base Option 36W - 120W

Installation

- Ballast Bypass Type B Lineconnect Wiring
- Ballast Must Be Bypassed
- E26 and Ex39 Base Available (See Ordering Logic For Options)
- For Use in Enclosed Luminaries
- Can be installed Vertical or Horizontal

Controls

- Motion Sensor Accessory For 80W, 100W and 120W Options
- Commission With Remote Accessory

Performance

- 12W - 120W Options
- Up To 18,600 Lumens
- 100-277V
- Up To 157 LPW
- 50,000hr Life
- 4kv And 6kv Surge Protection

Certifications

- IP64
- cUL Listed For Damp Locations
- DLC 5.1. (Ex39 Base only) (Visit Designlights.org For Qualified Product List)
- FCC

Applications

- Replacement lamps for Outdoor and Industrial Luminaires

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Halco LIGHTING TECHNOLOGIES

DATE: | LOCATION:

TYPE: | PROJECT:

CATALOG #:

LED HID Retrofit Lamps | Line CONNECT Type B

ProLED® Select HID Retrofit Series

Ordering Logic

Product Description

Series[1]	-	CCT	-	Base	-	Source
Equivalent Wattage:						
50W = HID12 - 12W **70W = HID18** - 18W **150W = HID36** - 36W **150W = HID45 -** 45W **175W = HID54** - 54W **250W = HID80** - 80W **250W = HID100** - 100W **400W = HID120 -** 120W		**CS -** 3000/4000/5000K		**E26 -** E26 Base **EX39 -** EX39 Base[2]		**LED -** LED Source

Notes:
1. See specification table for wattage selectability options. 12W & 18W not wattage selectable.
2. For 36W and higher. 80, 100 & 120W only available with Ex39 Base.

Ordering Information

Product Number	Product Code	Product Description
82361	HID12-CS-E26-LED	HID LED Retrofit, 12W, Color Selectable 3000/4000/5000K E26 Base
82362	HID18-CS-E26-LED	HID LED Retrofit, 18W, Color Selectable 3000/4000/5000K E26 Base
82363	HID36-CS-E26-LED	HID LED Retrofit, 36W, Color Selectable 3000/4000/5000K E26 Base, Wattage Selectable 18/27/36
82364	HID36-CS-EX39-LED	HID LED Retrofit, 36W, Color Selectable 3000/4000/5000K EX39, Base Wattage Selectable 18/27/36
82365	HID45-CS-E26-LED	HID LED Retrofit, 45W, Color Selectable 3000/4000/5000K E26 Base, Wattage Selectable 27/36/45
82366	HID45-CS-EX39-LED	HID LED Retrofit, 45W, Color Selectable 3000/4000/5000K EX39 Base, Wattage Selectable 27/36/45
82367	HID54-CS-E26-LED	HID LED Retrofit, 54W, Color Selectable 3000/4000/5000K E26 Base, Wattage Selectable 36/45/54
82368	HID54-CS-EX39-LED	HID LED Retrofit, 54W, Color Selectable 3000/4000/5000K EX39 Base, Wattage Selectable 36/45/54
82369	HID80-CS-EX39-LED	HID LED Retrofit, 80W, Color Selectable 3000/4000/5000K EX39 Base, Wattage Selectable 54/63/80
82370	HID100-CS-EX39-LED	HID LED Retrofit, 100W, Color Selectable 3000/4000/5000K EX39 Base, Wattage Selectable 63/80/100
82371	HID120-CS-EX39-LED	HID LED Retrofit, 120W, Color Selectable 3000/4000/5000K EX39 Base, Wattage Selectable 80/100/120
Accessories		
24875	DCMS	DC Motion Bi-Level Motion Sensor
24876	DCMS-REM	DC Motion Bi-Level Motion Sensor Remote

*Sensor option only available for 80W, 100W and 120W

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Halco LIGHTING TECHNOLOGIES

DATE: | LOCATION:

TYPE: | PROJECT:

CATALOG #:

LED HID Retrofit Lamps

Line CONNECT Type B

ProLED® Select HID Retrofit Series

Specification Table

			Lumens									
Product SKU	Product Code	Wattage Selection	3000K	4000K	5000K	CRI	Efficacy 3K/4K/5K	Ambient Temp	Voltage	Surge Protection	Weight	Controls Option
82361	HID12-CS-E26-LED	12	1680	1884	1800	83	140/157/150	-40°C to 45°C	100-277V	4kV	.71lbs	No
82362	HID18-CS-E26-LED	18	2520	2826	2700	83	140/157/150	-40°C to 45°C	100-277V	4kV	.77lbs	No
82363 82364	HID36-CS-E26-LED HID36-CS-EX39-LED	18	2520	2826	2700	83	140/157/150	-40°C to 45°C	100-277V	4kV	1.57lbs	No
		27	3780	4239	4050							
		*36	5040	5652	5400							
82365 82366	HID45-CS-E26-LED HID45-CS-EX39-LED	27	3780	4239	4050	83	140/157/150	-40°C to 45°C	100-277V	4kV	1.87lbs	No
		36	5040	5652	5400							
		*45	6300	7065	6750							
82367 82368	HID54-CS-E26-LED HID54-CS-EX39-LED	36	5040	5652	5400	83	140/157/150	-40°C to 45°C	100-277V	4kV	1.87lbs	No
		45	6300	7065	6750							
		*54	7560	8478	8100							
82369	HID80-CS-EX39-LED	54	7560	8478	8100	83	140/157/150	-40°C to 45°C	100-277V	6kV	3.5lbs	Yes
		63	8820	9891	9450							
		*80	11200	12560	12000							
82370	HID100-CS-EX39-LED	63	8820	9891	9450	83	140/157/150	-40°C to 45°C	100-277V	6kV	3.5lbs	Yes
		80	11200	12560	12000							
		*100	14000	15700	15000							
82371	HID120-CS-EX39-LED	80	11200	12560	12000	83	140/157/150	-40°C to 45°C	100-277V	6kV	3.6lbs	Yes
		100	14000	15700	15000							
		*120	16800	18840	18000							

* Refers to wattage lamp is shipped at

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Halco LIGHTING TECHNOLOGIES

DATE:		LOCATION:	
TYPE:		PROJECT:	
CATALOG #:			

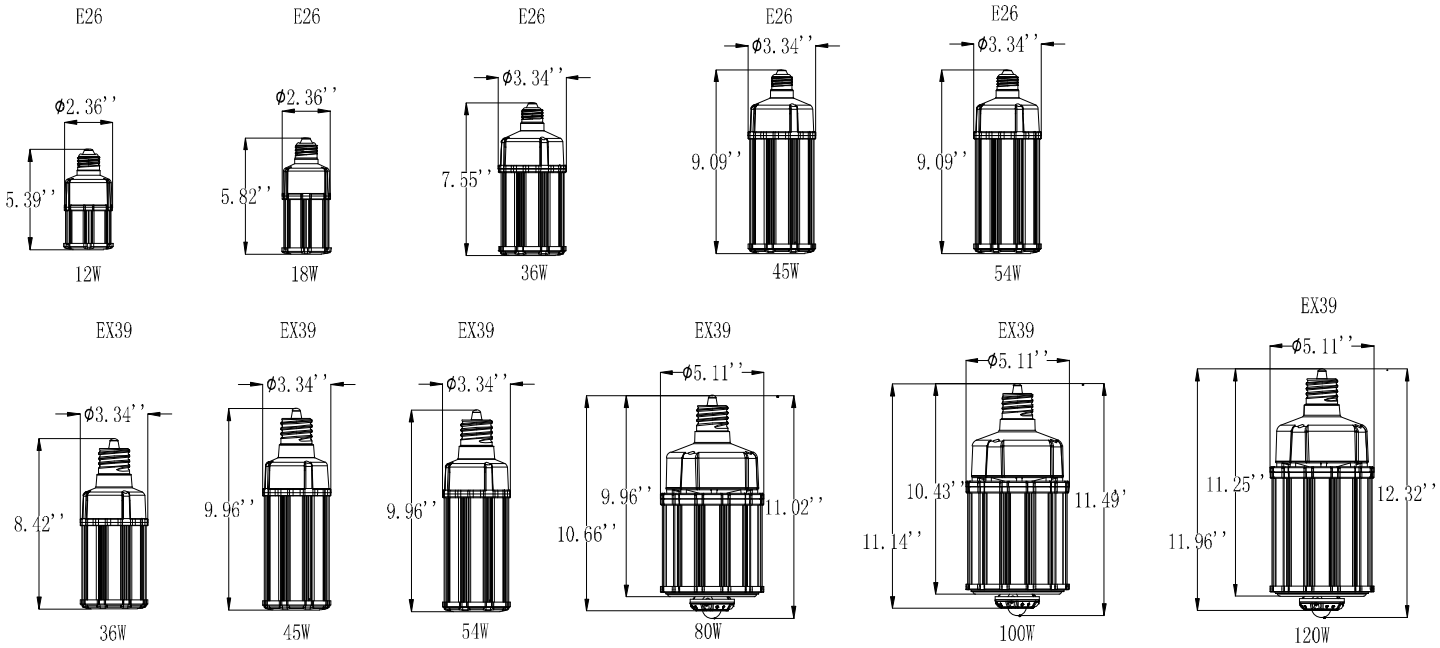
LED HID Retrofit Lamps

Line CONNECT Type B

ProLED® Select HID Retrofit Series

Dimensions

* For more detail visit installation instructions

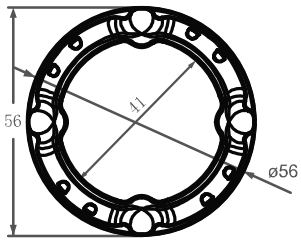


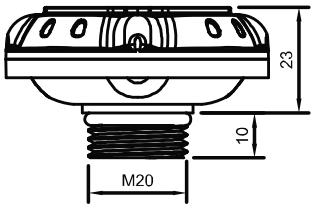
Accessories

Controls

Motion Sensor*







* Available with 80W, 100W and 120W options

Control Install



- Remove Insert Using Key Provided in Box
- Screw in Motion Sensor to Contact
- See installation instructions for further information

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CITY OF FLAGSTAFF

☑ CONFIRMING CHANGE ORDER NO. 02
☐ DESIGN CONTRACT CHANGE ORDER NO. _____
☐ CONSTRUCTION CONTRACT CHANGE ORDER NO. _____
☐ CONTRACT ALLOWANCE UPDATE NO. _____

PROJECT NO. _____ **PROJECT NAME:** Library Window Replacement - Installation

FILE NO. _____ **PROJECT MANAGER:** Adam Miele

FIRM NAME: Loven Contracting

Purchase Order Number: 26-005597 | **Line Number:** | **Current Amount** $ 1,258,037.32

Change Order originated by: ☑ CITY OF FLAGSTAFF ☐ CONTRACTOR ☐ DESIGN FIRM ☐ OTHER: _____

DETAILED DESCRIPTION:

The existing exterior beams exhibited distresses due to long term environmental exposure. The requested beam wrap will decrease the potential for continued water intrusion into the building from the elements. The exterior portion of the beams will receive a Grace Ice & Water Shield membrane over existing laminated beams and a 24 gauge pre-finished metal wrap panel to shield the membrane.

JUSTIFICATION:

There was significant water damage found to the existing window casings during the project. This project will provided additional protection to the beams and adjacent new window casings.

TIME ANALYSIS:

No additional time was requested.

COST ANALYSIS:

This addition will greatly reduce future maintenance expenses to the exterior beams throughout the facility.

CITY OF FLAGSTAFF	*PROJECT STATUS FORM*
PROJECT NAME: Library Window Replacement - Installation	☐ Design ☑ Construction ☐ Other
PROJECT NO.	**FILE NO.**
ACCT. NO. 030-07-03-0140-5-4435 100.00 %	**GRANT FUNDED? NO** ☑ **YES** ☐ **% OF GRANT FUNDING -**
ACCT. NO. %	**IF YES, WHAT IS GRANT NAME:**
ACCT. NO. %	**GRANT ACCOUNT NUMBER:**
COUNCIL APPROVAL DATE: N/A	**ORIGINAL CONTRACT AMOUNT:** $ 1,258,037.32
PROJECT BUDGET (FY 26 **)** $ 1,258,037.32	**PROJECT BUDGET (FY** 26 **)** $ 1,258,037.32
NOTICE TO PROCEED DATE: 03/17/2026	**ORIGINAL CONTRACT PERIOD (calendar days):** 365
ORIGINAL COMPLETION DATE: 03/17/2027	**ORIGINAL CONTRACT ALLOWANCE:** $ 0.00
DESIGN FIRM: Loven Contracting	

Change Orders Revision Date	C.O. Amount New Total	C.O. Days New Total	Start Date New Comp. Date	REASON FOR CHANGE
1	$ 6,072.27	0	03/17/2026	Safety. Several fixtures were not flush to the wall and there was no bracing installed in the original construction.
	$ 1,264,109.59	365	03/17/2026	
2	$ 171,213.36	0	03/17/2026	Exterior long term beam maintenance.
	$ 1,435,322.95	365	03/17/2026	
3				
4				
5				

COMMENTS: The allocations shown above are inclusive of all Change Orders shown.If there are more than 5 Change Orders, please request a separate form from Purchasing that includes additional spaces. Thank you!

END DATES

ORIGINAL CONTRACT PERIOD	365 **Days**	(03/17/2027)	**ORIGINAL CONTRACT**	**$**	$ 1,258,037.32
PRIOR TIME CHANGES	0 **Days**	(03/17/2027)	**TOTAL PRIOR VALUE CHANGES**	**$**	$ 6,072.27
THIS TIME CHANGE	0 **Days**	(03/17/2027)	**VALUE OF THIS CHANGE**	**$**	$ 171,213.36
NEW CONTRACT PERIOD	365 **Days**	(03/17/2027)	**NEW CONTRACT**	**$**	$ 1,435,322.95

CITY OF FLAGSTAFF

☑ CONFIRMING CHANGE ORDER NO. 02
☐ DESIGN CONTRACT CHANGE ORDER NO. _____
☐ CONSTRUCTION CONTRACT CHANGE ORDER NO. _____
☐ CONTRACT ALLOWANCE UPDATE NO. _____

PROJECT NO. _____ **PROJECT NAME:** Library Window Replacement - Installation

FILE NO. _____ **PROJECT MANAGER:** Adam Miele

SIGNATURES

SUBMITTER

Project Manager	08/04/2026 (Date)	**Approved Signature**	Adam Miele
Department Head	08/04/2026 (Date)	**Approved Signature**	Heidi Hansen Digitally signed by Heidi Hansen Date: 2026.08.04 15:58:37 -07'00'

COMMITTEE

Water Services	2026-08-19 (Date)	**Approved Signature**	Douglas Slover Jr Digitally signed by Douglas Slover Jr Date: 2026.08.19 10:19:17 -07'00'
Public Works	8-19-2026 (Date)	**Approved Signature**	Derek Dewitt
City Engineering	8/19/2026 (Date)	**Approved Signature**	Patrick Brown
City Attorney	8-20-2026 (Date)	**Approved Signature**	Kevin Fincel
Finance	08/20/2026 (Date)	**Approved Signature**	Tammy L Ryan
Purchasing (Chair)	8/25/26 (Date)	**Approved Signature**	Patrick Brown

EXECUTIVE

City Manager	_____ (Date)	**Approved Signature**	_____

Council Meeting Date (if required) _____ **Council Approved?** Yes ☐ No ☐

We have given careful consideration to the proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, and perform all services necessary for the work specified.

FIRM NAME: Loven Contracting **Signature:** _____

Date: _____ **Print Name and Title:** Patrick Szoke - Project Manager

CORRESPONDENCE

Correspondence number	4	Date	05/26/2026
Project	COF Library Windows Const	300 W Aspen Ave Flagstaff, AZ 86001	
Project number	25-302-06		
To	Adam Miele		
Cc	Patrick Szoke		
From	Tyler Weidinger		
Topic	Exterior Beam Wrap		

Message

Change Request Proposal

LOVEN CONTRACTING™

Project: (name and address) 25-302-06 / COF Library Windows Const
300 W Aspen Ave
Flagstaff, AZ 86001

Customer: City Of Flagstaff

Change request number: 1004
Description: Beam Wraps

Notice to Proceed

Submitted date:
Received date:
Rough order of magnitude: 0.00

Status: Pending
Origination date: 05/26/26

Quotation

Submitted date: 05/26/26
Due date:
Submitted amount: 171,213.36
Requested days delay: 0

Notes

Exterior Beam Wrap
1.Provide and install Grace Ice & Water Shield membrane over existing laminated beams.
2.Provide and install 24ga Prefinished cover at all exterior & exposed beams at interior entrance. All metal wraps to be 30 ft sections. Color to be Rose Wood.

NOTE:
A) Deduct interior beams at entrance: $29,740.30 plus Sales Tax savings.
B) Included (80) eighty man hours of Superintendent time. In the event materials arrive within current construction schedule and additional scope of work DOES NOT extend beyond 6/26/26 deduct $9,150.52 in General Conditions cost.
C) Deduct $11,439.00 plus Sales Tax for 10 ft metal sections.

Revenue Detail

Billing Item	Description	Revenue
010000	GENERAL CONDITIONS	8,240.00
070000	THERMAL AND MOISTURE	137,251.00
960000	INSURANCE	1,607.68
960010	OVERHEAD	8,038.38
960020	CM FEE	6,430.70
990000	SALES TAX	9,645.60
	Total Revenue:	**171,213.36**

Contractor Pricing

Phase Code / Description		Cost Type		Quantity	UM	Amount
01-3104	Senior Superintendent	L	Labor		HR	8,240.00
99-0000	SALES TAX	X	Sales Tax		LS	9,645.60
			Contractor Pricing Total:			**17,885.60**

Subcontractor Pricing

Phase Code / Description		Cost Type		Quantity	UM	Amount
07-6000	Flashing + Sheet Metal	S	Subcontractors		LS	137,251.00
			Subcontractor Pricing Total:			**137,251.00**

Change Request Proposal

LOVEN CONTRACTING™

Project: (name and address)
25-302-06 / COF Library Windows Const
300 W Aspen Ave
Flagstaff, AZ 86001

Customer: City Of Flagstaff

Change request number: 1004
Description: Beam Wraps

Total:	**155,136.60**
Mark-up:	**16,076.76**
Total Contractor Price for CR 1004	**171,213.36**

Approvals

Customer: City Of Flagstaff
Name: Amelia Mason Title: Executive Assistant
Signature: Amelia Mason Date: 5/28/2026

Contractor: Loven Contracting, Inc.
Name: Tyler Weidinger Title: SR. Project Manager
Signature: Tyler Weidinger Date: 05/26/2026

JOB ORDER CONSTRUCTION CONTRACT
#2025-183
(Under Job Order Services Master Contract 2020-100)

City of Flagstaff, Arizona
and
Loven Contracting, Inc

This Job Order Construction Contract ("Contract") is made and entered into this 5 day of March, 2025, by and between the City of Flagstaff, a political subdivision of the state of Arizona ("Owner"), and **Loven Contracting, Inc**, an Arizona corporation, with offices at 1100 South Pinnacle Street, Flagstaff, AZ 86001 ("Contractor"). Owner and Contractor may be referred to each individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner desires to obtain Job Order Contracting (JOC) for **Vertical Construction** services ("Services"); and

B. Contractor has available and offers to provide personnel and materials necessary to accomplish the work and complete the Project as described in the Scope of Work within the required time in accordance with the calendar days included in this Contract.

NOW, THEREFORE, the Owner and Contractor agree as follows:

1. Scope of Work. Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services, and facilities for the **City of Flagstaff Public Library Window Replacement: Early Procurement Proposal #2025-183** ("Project"). The Project scope is specific to the attached Special Provisions ("Exhibit A"). Contractor shall construct the Project for the Owner in a good, workmanlike and substantial manner and to the satisfaction of the Owner through its engineers and under the direction and supervision of the City Engineer or his properly authorized agents ("Engineer"), including but not limited to project managers and project engineers. Contractor's work shall be strictly pursuant to and in conformity with the Contract.

1.1 A Pre-Construction Conference will be held with the successful Contractor after the Notice of Award is issued. The date and time of the Conference will be agreed upon between Contractor and the Engineer at a location identified by the Owner. The purpose of the Conference is to outline specific construction items and procedures that the Owner feels require special attention on the part of Contractor. Contractor may also present any variations in procedures to improve the workability of the Project, reduce the cost, or reduce inconvenience to the public. Contractor shall submit a written proposal at this Conference outlining intended plans for pavement replacement, maintaining continuous access to residences and businesses along the construction site, and traffic control.

2. Contract; Ownership of Work. Contractor shall furnish and deliver all of the materials and perform all of the work in accordance with this Contract; Construction Plans ("Plans"); Special Provisions; the City of Flagstaff Engineering Design and Construction Standards and Specifications; the latest version of the Maricopa Association of Governments ("MAG")

Specifications for Public Works Construction and City Revisions of MAG Standard Specifications for Public Works Construction ("Exhibit B"); and any Arizona Department of Transportation ("ADOT") Standards that may be referenced on the Plans or in the specifications, incorporated in this Contract by reference, plans, and associated documents. All provisions of the Invitation for Construction Bids, Performance Bond, Payment Bond, Certificates of Insurance, Addenda, Change Orders, and Field Orders, if any, are hereby incorporated into this Contract. All materials, work, specifications, and plans shall be the property of the Owner.

The following exhibits are incorporated by reference and are expressly made a part of this Contract:

2.1	Specifications (Scope & Cost Estimation)	Exhibit A
2.2	Revisions of MAG Standard Specifications for Public Works Construction ("Flagstaff Addendum to MAG")	Exhibit B

3. Payments. In consideration of the faithful performance of the work described in this Contract, the Owner shall pay an amount not to exceed Total Contract Amount of **one million one hundred thirty-nine thousand eight hundred twenty-nine dollars and eighty-seven cents ($1,139,829.87)** to Contractor for work and materials provided in accordance with the Specifications (Scope & Cost Estimation), which amount includes all federal, state, and local taxes, as applicable. This amount shall be payable through monthly progress payments, subject to the following conditions:

3.1 Contractor shall promptly submit to the Owner all proper invoices necessary for the determination of the prices of labor and materials;

3.2 The Engineer shall have the right to finally determine the amount due to Contractor;

3.3 Monthly progress payments shall be made by the Owner, on or before fourteen (14) calendar days after the receipt by the Owner of an approved estimate of the work completed;

3.4 Contractor agrees that title to materials incorporated in the work, and stored at the site, shall vest with the Owner upon receipt of the corresponding progress payment;

3.5 The remainder of the Contract price, after deducting all such monthly payments and any retention, shall be paid within sixty (60) days after final acceptance of completed work by the Owner. The release of retention or alternate surety shall be made following the Owner's receipt and acceptance of: Contractor's Affidavit Regarding Settlement of Claims, Affidavit of Payment, Consent of Surety for Final Payment, and Unconditional Full and Final lien waivers from all subcontractors and suppliers who have filed an Arizona Preliminary Twenty Day Lien Notice in accordance with A.R.S. §§ 33-992.01 and 33-992.02.

4. Time of Completion. Contractor agrees to complete all work as described in this Contract within **three hundred sixty-five (365) calendar days** from the date of the Owner's Notice to Proceed, free of all liens, claims, and demands of any kind for materials, equipment, supplies, services, labor, taxes, and damages to property or persons, in the manner and under the conditions specified within the time or times specified in this Contract.

5. Performance of Work. All work covered by this Contract shall be done in accordance with the latest and best accepted practices of the trades involved. The Contractor shall use only skilled craftsmen experienced in their respective trades to prepare the materials and to perform the work.

6. Acceptance of Work; Non-Waiver. No failure of the Owner during the progress of the work to discover or reject materials or work not in accordance with this Contract shall be deemed an acceptance of, or a waiver of, defects in work or materials. No payment shall be construed to be an acceptance of work or materials which are not strictly in accordance with the Contract.

7. Delay of Work. Any delay in the performance of this Contract due to strikes, lockouts, fires, or other unavoidable casualties beyond the control of Contractor and not caused by any wrongful act or negligence of Contractor shall entitle Contractor to an extension of time equal to the delay so caused. Contractor shall notify the Owner in writing specifying such cause within twenty-four (24) hours after its occurrence. In the event such delay is caused by strikes, lockouts, or inability to obtain workmen for any other cause, the Owner shall have the right but shall not be obligated to complete the work on the same basis as is provided for in this Contract.

8. Failure to Complete Project in Timely Manner. If Contractor fails or refuses to execute this Contract within the time specified within this Contract, or such additional time as may be allowed, the proceeds of Contractor's performance guaranty shall become subject to deposit into the Treasury of the municipality as monies available to compensate the Owner for damages as provided by A.R.S. § 34-201 for the delay in the performance of work under this Contract, and the necessity of accepting a higher or less desirable bid from such failure or refusal to perform this Contract as required. If Contractor has submitted a certified check or cashier's check as a performance guaranty, the check shall be returned after the completion of this Contract.

9. Labor Demonstration. It is understood that the work covered by this Contract is for the Owner's business purposes and that any unfavorable publicity or demonstrations in connection with the work will have a negative effect upon the Owner. If Contractor's actions in performance of the Contract result in any public demonstration on behalf of the laborers or organized labor in the vicinity of the Owner's premises, whether such demonstration is in the form of picketing, posting of placards or signs, violence, threats of violence, or in any other form, which in the Owner's judgment might convey to the public the impression that the Owner or the Contractor or any subcontractor is unfair to laborers or to organized labor, the Owner shall have the right to terminate this Contract immediately, unless the Contractor shall have caused such demonstration to be discontinued within two (2) days after request of the Owner to do so. In the event any such demonstration is attended by violence, the Owner may fix lesser time within which a discontinuance shall be accomplished. In the event of Contract termination, Contractor agrees to remove from the Premises within twenty-four (24) hours of termination all machinery, tools, and equipment belonging to it or to its subcontractors. All obligations or liabilities of the Owner to Contractor shall be discharged by such termination, except the obligation to pay to Contractor a portion of the Contract price representing the value based upon the Contract prices of labor and materials incorporated in the work as established by the Owner, less the aggregate of all previous payments, but subject to all of the conditions pertaining to payments generally.

10. Material Storage. During the progress of the work, the Contractor shall arrange for office facilities and for the orderly storage of materials and equipment. Contractor shall erect any

temporary structures required for the work at his or her own expense. Contractor shall at all times keep the premises reasonably free from debris and in a condition which will not increase fire hazards. Upon completion of the work, Contractor shall remove all temporary buildings and facilities and all equipment, surplus materials, and supplies belonging to Contractor. Contractor shall leave the Premises in good order, clean, and ready to use by the Owner. The establishment of any temporary construction yard, material storage area, or staging area to be located within City of Flagstaff limits and outside the public right-of-way or Project limits generally requires a Temporary Use Permit. (See Exhibit B, Section 107.2.1.).

11. Maintenance During Winter Suspension of Work.

11.1 A "Winter Shutdown" is the period of time typically including December through March during which no work will be performed by any person or entity (including but not limited to Contractor) on the Project and Contractor shall shutdown, properly insulate, and shelter the Project in a safe and workmanlike manner pursuant to local, state, and federal laws. Although December through March is typically the time frame, the Owner reserves the right to initiate and terminate a Winter Shutdown at the Owner's sole discretion in the event of adverse weather conditions. A Winter Shutdown may be declared by the Owner despite delays, *for any reason,* on the Project. The Owner retains the right to declare a Winter Shutdown. If work has been suspended due to winter weather, Contractor shall be responsible for maintenance and protection of the improvements and of partially completed portions of the work until final acceptance of the Project. Winter Shutdown shall be by field order, change order, or original contract. If repairs and/or maintenance are needed during the Winter Shutdown, Contractor is required to perform the repairs and/or maintenance within twenty-four (24) hours of notification from the Owner. If the needed repairs and/or maintenance are not addressed within the time frame, the Owner will accomplish the work and deduct the cost from monies due or that become due to Contractor.

11.2 The Owner shall provide snow removal operations on active traffic lanes only during the Winter Shutdown. All other snow removal and maintenance operations shall be the responsibility of Contractor during the Winter Shutdown. All costs associated with snow removal and proper disposal shall be considered incidental to the work including repair of temporary surface improvements due to normal wear and snow removal operations during the Winter Shutdown.

12. Assignment. Contractor shall not assign this Contract, in whole or in part, without the prior written consent of the Owner, and no delegation of any duty of Contractor shall be made without prior written consent of the Owner. The Owner shall not unreasonably withhold consent to such assignment. Contractor agrees that any assignment agreement between Contractor and the assignee shall include and subject to the assignee all obligations, terms, and conditions of this Contract and that Contractor shall also remain liable under all obligations, terms, and conditions of this Contract.

13. Notices. Any notices or demands required to be given, pursuant to the terms of this Contract, may be given to the other Party in writing, delivered in person, sent by facsimile transmission, emailed, deposited in the United States mail, postage prepaid, or deposited with any commercial air courier or express service at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph. However, notices of termination, notices of default, and any notice regarding

warranties shall be sent via registered or certified mail, return receipt requested, at the address set forth below ***and*** to legal counsel for the Party to whom the notice is being given.

If to Owner:
Emily Markel
Purchasing Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, AZ 86001
emarkel@flagstaffaz.gov

If to Contractor:
Jon Hansen
President
Loven Contracting, Inc.
1100 South Pinnacle Street
Flagstaff, Arizona 86001
jhansen@lovencontracting.com

With a Copy to:
Adam Miele. P.E.
Airport Programs Manager
City of Flagstaff
6200 S. Pulliam Dr. Ste. 204
Flagstaff, AZ 86005
AMiele@flagstaffaz.gov

14. Contract Violations. In the event that any of the provisions of this Contract are violated by Contractor or by any of Contractor's subcontractors, the Owner may serve written notice upon Contractor and the Surety of its intention to terminate such Contract ("Notice to Terminate"). The Contract shall terminate within five (5) days of the date Contractor receives the Notice to Terminate, unless the violation ceases and Contractor makes arrangements for correction satisfactory to the Owner. In the event of any such termination, the Owner shall immediately serve notice of the termination upon the Surety by registered mail, return receipt requested. The Surety shall have the right to take over and perform the Contract. If the Surety does not commence performance within ten (10) days from the date of receipt of the Owner's notice of termination, the Owner may complete the work at the expense of Contractor, and Contractor and his or her Surety shall be liable to the Owner for any excess cost incurred by the Owner to complete the work. If the Owner completes the work, the Owner may take possession of and utilize such materials, appliances, and plants as may be on the worksite site and necessary for completion of the work.

15. Termination for Convenience. The Owner may terminate this Contract at any time for any reason by giving at least **thirty (30) days** written notice to Contractor. If termination occurs under this Section, Contractor shall be paid fair market value for work completed by Contractor as of the date of termination. The Parties agree that fair market value shall be determined based on Contractor's Specifications (Scope & Cost Estimation), less any work not yet completed by Contractor as of the date the written notice of termination is given to Contractor.

16. Contractor's Liability and Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, save, and hold harmless the City of Flagstaff and its officers, officials, agents, and employees ("Indemnitee") from and against liabilities, damages, losses, and costs, including reasonable attorneys' fees, but only to the extent caused by the recklessness or intentional wrongful conduct of Contractor, subcontractor, or design professional, or other persons employed or used by Contractor, subcontractor, or design professional in the performance of the Contract. The amount and type of insurance coverage requirements set forth in

this Contract (Exhibit B, Section 103.6) will in no way be construed as limiting the scope of the indemnity in this paragraph.

17. Non-Appropriation. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the Owner to meet the Owner's obligations under this Contract, the Owner will notify Contractor in writing of such occurrence, and this Contract will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Contract are exhausted. No payments shall be made or due to the other Party under this Contract beyond these amounts appropriated and budgeted by the Owner to fund the Owner's obligations under this Contract.

18. Amendment of Contract. This Contract may not be modified or altered except through a formal written amendment or a written change order, approved by the Owner's Change Order Committee, signed by duly authorized representatives of the parties, which directs Owner or Contractor, to make alterations to the original Contract.

19. Subcontracts. Contractor shall not enter into any subcontract, or issue any purchase order for the completed work, or any substantial part of the work, unless in each instance, prior written approval shall have been given by the Owner. Contractor shall be fully responsible to the Owner for acts and omissions of Contractor's subcontractors and all persons either directly or indirectly employed by them.

20. Cancellation for Conflict of Interest. This Contract is subject to the cancellation provisions of A.R.S. § 38-511.

21. Compliance with All Laws. Contractor shall comply with all applicable laws, statutes, ordinances, regulations, and governmental requirements in the performance of this Contract.

22. Employment of Aliens. Contractor shall comply with A.R.S. § 34-301, which provides that a person who is not a citizen or ward of the United States shall not be employed upon or in connection with any state, county, or municipal public works project.

24. Contractor's Warranty. Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A, Verification of Employment Eligibility. Contractor shall not employ aliens in accordance with A.R.S. § 34-301, Employment of Aliens on Public Works Prohibited. Contractor acknowledges that pursuant to A.R.S. § 41-4401, Government Procurement; E-Verify Requirement; Definitions, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract, and that the Owner retains the legal right to inspect the papers of any employee who works on the Contract to ensure compliance with this warranty.

25. Jurisdiction and Venue. This Contract shall be administered and interpreted under the laws of the State of Arizona. Contractor hereby submits itself to the original jurisdiction of those courts located within Coconino County, Arizona.

26. Attorneys' Fees. If suit or action is initiated in connection with any controversy arising out of this Contract, the prevailing party shall be entitled to recover in addition to costs such sum as the

court may adjudge reasonable as attorney fees, or in event of appeal as allowed by the appellate court.

27. Time is of the Essence. Contractor acknowledges that the completion of the Contract by the dates specified is critical to the Owner, time being of the essence of this Contract.

28. No Third-Party Beneficiaries. The Parties acknowledge and agree that the terms, provisions, conditions, and obligations of this Contract are for the sole benefit of, and may be enforceable solely by, the Parties to this Contract, and none of the terms, provisions, conditions, and obligations of this Contract are for the benefit of, or may be enforced by, any person or entity not a party to this Contract.

29. Headings. The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Contract.

30. Severability. If any part of this Contract is determined by a court to be in conflict with any statute or constitution or to be unlawful for any reason, the Parties intend that the remaining provisions of this Contract shall remain in full force and effect unless the stricken provision leaves the remaining Contract unenforceable.

31. Records. The Owner and its employees, agents, and authorized representatives shall have the right at all reasonable times and during all business hours to inspect and examine Contractor's records related to this Contract. Contractor shall retain all records related to this Contract for a period consistent with the City of Flagstaff's records retention policy. This record retention requirement shall remain in effect following termination of the Contract.

32. Force Majeure.

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

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

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

33. 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 ($100,000.00), 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.

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

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

36. 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.

(REMAINDER OF PAGE INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the Owner and Contractor, by their duly authorized representatives, have executed this Contract as of the date written above.

(Please sign in blue ink. Submit original signatures – photocopies not accepted)

Owner, City of Flagstaff

Greg Clifton, City Manager
Greg Clifton signed on 3/4/2025 11:08:02 AM

Attest:

City Clerk
Stacy Saltzburg signed on 3/5/2025 5:21:59 PM

Approved as to form:

City Attorney's Office
Christina Kinnear signed on 2/26/2025 8:51:36 AM

Loven Contracting, Inc.

Signature

Jon Hansen
Printed Name

President
Title

Last Updated November 13, 2023

CITY OF FLAGSTAFF, ARIZONA
PAYMENT BOND

PROJECT NAME: COF Public Library Window Replacement: Early Procurement Proposal
PROJECT NUMBER: #2025-183

STATUTORY PAYMENT BOND PURSUANT TO TITLE 34
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____
(hereinafter called the "Principal"), as Principal, and, _____
_____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ (hereinafter called the "Surety"), as Surety, are held and firmly bound unto the City of Flagstaff, Arizona (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 this _____ day of_____, 20___, to the City of Flagstaff, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

Now, therefore, the condition of this obligation is such, that if the Principal promptly pays all monies due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in the Contract, this obligation is void. Otherwise, it remains in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions, and limitations of said Title and Chapter, to the same extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____ 20___.

_____	_____
Principal (Seal)	Surety (Seal)
By: _____	By: _____
_____	_____
Agency of Record	Agency Address

Last Updated November 13, 2023

CITY OF FLAGSTAFF, ARIZONA
PERFORMANCE BOND

PROJECT NAME: COF Public Library Window Replacement: Early Procurement Proposal
PROJECT NUMBER: #2025-183

STATUTORY PERFORMANCE BOND PURSUANT TO TITLE 34
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____
(hereinafter called the "Principal"), as Principal, and, _____
_____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____
(hereinafter called the "Surety"), as Surety, are held and firmly bound unto the City of Flagstaff, Arizona (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 this ____day of _____, 20__ in the City of Flagstaff, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

Now, therefore, the condition of this obligation is such, that if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions, and agreements of the Contract during the original term of the Contract and any extension of the Contract, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions, and agreements of all duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, the above obligation is void. Otherwise, it remains in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined

in accordance with the provisions of said Title and Chapter, to the extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____20__.

_____	_____
Principal (Seal)	Surety (Seal)
By: _____	By: _____
_____	_____
Agency of Record	Agency Address

Last Updated November 13, 2023

LOVEN CONTRACTING
BUILDING RELATIONSHIPS SINCE 1985

January 9th ,2025

Mr. Adam Miele, P.E.
Airport Programs Manager
City of Flagstaff
6200 S Pulliam Dr. Ste 204
Flagstaff AZ 86005

RE: City of Flagstaff Public Library Window Replacement: **Early Procurement Proposal**

Dear Mr. Miele,

The following is a description of the items and budget for the early procurement and storage of the replacement windows for the Public Library located at 300 W Aspen Ave in Flagstaff. The material selection is based on Plans and Project Manual provided by Wiss, Janney, Elstner Associates Inc. dated 04/01/22 and design meeting minutes during the design period.

Division 01: General Conditions

Loven Contracting will include the following as part of the General Conditions package:

1. Payment and performance bonds.
2. Preconstruction project management for the proposed procurement period.
3. Window trade partner Walters & Wolf will order and store windows and ancillary materials upon receipt of executed agreement.
4. Includes costs for general liability insurance, workman's -compensation and builder's risk.
5. The receiving and storage of the new windows and select material will occur at a warehouse selected by Walters and Wolfe, photos of stored material , material log, and insurance certificates will be provided with the material invoice.

Division 07: Thermal and Moisture Protection

Material procurement and storage only for the following items:

1. SA Membrane to wrap opening including end dams prior to window installation.
2. Stainless steel brake metal flashing at the exterior side of the new windows.

Division 08: Openings

Material procurement and storage only for the following items:

1. 126 New Aluminum windows by Kawneer, Grade AW-40 of various sizes per construction documents.
   a. New windows to have capillary tubes or other provisions to equalize pressure for high elevation application.
   b. Low E film to be installed on the inside face of the outer glass.

c. Overall insulated glass unit thickness to be 1”.
d. Aluminum sash and frames to be pre-finished at factory with 2 coat bronze fluoropolymer coating.

Clarifications, exclusions:

1. Any construction work, or installation of early procurement items.(Please see separate proposal for installation costs and conditions)
2. Material escalations costs are not included.
3. Window screens, exterior films or treatments of any kind are not included.
4. Asbestos testing & abatement is not included.(*These costs are included in the separate installation proposal*)
5. The following materials are considered ancillary material and not included in this early procurement proposal:
   a. Drywall repair or painting
   b. Wooden sill restoration, repair, or replacement materials
   c. Sealants, repair or restoration material for windows
   d. Exterior masonry, or grout materials
6. Wood, or siding materials of any kind are not included.
7. STC Rated Glass is not included.
8. Fire rated glazing is not included.
9. NFRC/AAMA Labels are not included.

The early procurement budget as proposed does ***not*** include any contingencies or material escalation allowances for material cost increases, unforeseen conditions or added scope during construction.

Loven Contracting appreciates the opportunity to respectfully submit this early procurement proposal for review with a proposed construction budget of **$ 1,139,829.87**

Thank you,

Randy Dickhaut
Preconstruction Project Manager
Loven Contracting

LOVEN CONTRACTING™
BUILDING RELATIONSHIPS SINCE 1985

PROJECT NAME:	COF Library Windows Early Procurement
PROJECT NUMBER:	24-302-04
LAST UPDATED:	1.9.25
OWNER(S):	COF
DURATION:	12.0000
SQUARE FOOTAGE:	NA

DIVISION 00-PRE-CONSTRUCTION		
DIVISION PHASE CODE	**CATEGORY DESCRIPTION**	**BASE BUDGET**
002404	Pre-Con Project Manager	$ 4,200.00
	00-Pre-Construction Total	**$ 4,200.00**
DIVISION 01-GENERAL CONDITIONS		
DIVISION PHASE CODE	**CATEGORY DESCRIPTION**	**BASE BUDGET**
013102	Senior Project Manager	$ 460.00
013103	Project Manager	$ 840.00
	01-General Conditions Total	**$ 1,300.00**
DIVISION 07 - THERMAL AND MOISTURE PROTECTION		
DIVISION PHASE CODE	**CATEGORY DESCRIPTION**	**BASE BUDGET**
076000	Flashing + Sheet Metal	$ 31,819.50
	07-Thermal and Moisture Protection Total	**$ 31,819.50**
DIVISION 08 - OPENINGS		
DIVISION PHASE CODE	**CATEGORY DESCRIPTION**	**BASE BUDGET**
085000	Windows- no screens	$ 928,304.00
	08-Openings Total	**$ 928,304.00**

ESTIMATE SUMMARY		
		BASE BUDGET
Subtotal		**$ 965,623.50**
Insurance	**1.55%**	**$ 14,967.16**
Overhead	**4.50%**	**$ 44,126.58**
Construction Fee	**5.00%**	**$ 51,235.86**
Builder's Risk		**$ 500.00**
Bond		**$ 20,592.00**
Sales Tax	**6.00%**	**$ 42,784.76**
Total Estimate		**$ 1,139,829.87**

CITY OF FLAGSTAFF
AMENDMENTS
to
MAG STANDARD SPECIFICATIONS
FOR PUBLIC WORKS CONSTRUCTION
(General Provisions)

The
MAG UNIFORM STANDARD SPECIFICATIONS
for
PUBLIC WORKS CONSTRUCTION
is hereby amended to include the following:

PART 100 - GENERAL CONDITIONS

SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS

102.1 ELIGIBILITY AND PREFERENCE:
(revise to include the following)

If requested by the City, a Bidder shall furnish satisfactory evidence of the Bidder's competency to perform the proposed work. Such evidence of competency, unless otherwise specified, shall consist of statements covering the Bidder's experience on similar work, a list of equipment that would be available for the work and a list of key personnel that would be available.

In addition, if requested, a Bidder shall furnish the City of Flagstaff with satisfactory evidence of the Bidder's financial responsibility. Such evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the Bidder's financial resources and liabilities as of the last calendar year or the contractor's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the Bidder shall further certify whether the Bidder's financial responsibility is approximately the same as stated or reported by the public accountant. If the Bidder's financial responsibility has changed, the Bidder shall qualify the public accountant's statement or report to reflect the Bidder's true financial condition at the time such qualified statement or report is submitted to the City of Flagstaff.

The Bidder shall submit such "evidence of competency" and "evidence of financial responsibility" to the City of Flagstaff no later than five (5) working days after receipt of a written request by the City of Flagstaff.

Each bidder, contractor and subcontractor shall possess and maintain the appropriate contractor's license for the work included in this contract. The appropriate license shall be as required by the Arizona State Registrar of Contractors and as required by Arizona Revised Statutes Chapter 10, Title 32.

102.2 CONTENTS OF PROPOSAL PAMPHLET:
(revise to include the following)

The Plans, Specifications and other Documents designated in the Contract Documents shall be considered a part of the Contract whether attached or not.
The City of Flagstaff reserves the right to refuse to issue a proposal form or accept a proposal form from a prospective Bidder if they are in default for any of the following reasons:

(A) Failure to comply with any prequalification regulations of the City of Flagstaff, if such regulations are cited or otherwise included in the Proposal as a requirement for bidding;

(B) Failure to pay or satisfactorily settle all bills due for labor and materials on former contracts in force (with the City of Flagstaff) at the time the City of Flagstaff issues the Proposal to a prospective Bidder;

(C) Contractor, as a company owner, has defaulted under previous contract(s) with the City of Flagstaff in the prior five calendar years;

(D) Record of unsatisfactory work on previous contract(s) with the City of Flagstaff in the prior five calendar years.

102.2 CONTENTS OF PROPOSAL PAMPHLET:
(third paragraph, revise last sentence to read as follows)

The work embraced herein shall be done in accordance with the requirements of:

City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction (General Provisions).

City of Flagstaff (City) Engineering Standards (Current Version and adopted revisions).

Maricopa Association of Governments (MAG), *Uniform Standard Specifications for Public Works Construction*, Current Version (MAG Specifications).

MAG *Standard Details for Public Works Construction,* Current Version and adopted revisions (MAG Details).

Arizona Department of Transportation (ADOT) Standard Specifications for Road and Bridge Construction, Current Version and adopted revisions.

In the case of conflict, the following order of precedence shall govern:

1. Special Provisions
2. Construction Plans and Addenda
3. General Provisions and MAG Revisions
4. City of Flagstaff Standards and Specifications
5. MAG Standards and Specifications
6. ADOT Standards and Specifications
7. FHWA Manual of Uniform Traffic Control Devices

102.4 EXAMINATION OF PLANS, SPECIAL PROVISIONS AND SITE OF WORK:
(revise to include the following)

Before submitting a bid, each bidder shall examine the site and obtain information that pertains to the physical conditions of the site that may affect the cost, progress or performance of the work. Any restrictions or difficulties relating to the completion of the work shall be considered in accordance with the terms and conditions of the contract documents.

102.7 IRREGULAR PROPOSALS:
(revise to include the following)

The City of Flagstaff reserves the right to reject any irregular Proposal and the right to waive technicalities for acceptance of Proposals, if such waiver is in the best interest of the City of Flagstaff and conforms to local laws and ordinances pertaining to the letting of construction contracts. Proposals shall be considered irregular for the following additional reasons:

(A) If the Proposal contains unit prices that are obviously unbalanced.

(B) If the Proposal is not accompanied by the proposal guaranty specified by the City.

102.12 DISQUALIFICATION OF BIDDERS:
(revise to include the following)

A Bidder shall also be considered disqualified if the Bidder is considered in default for any reason specified in Subsection 102.2 as amended by this MAG Amendment.

102.13 SUCCESSFUL BIDDERS:
(revise paragraph to read as follows)

The City of Flagstaff shall provide six (6) sets of plans and Contract Documents at no cost. A direct expense fee shall be charged for any additional copies.

SECTION 103 - AWARD AND EXECUTION OF CONTRACT

103.6 CONTRACTOR'S INSURANCE:

103.6.1 GENERAL:
(revise subsection to read as follows)

The Contractor and its Subcontractors, at Contractor's and Subcontractors' own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, 7, or approved by the City. The insurance company shall be licensed in the State of Arizona. Policies and forms shall be satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work and/or services required to be performed, under the terms of the Contract, are satisfactorily completed and formally accepted. At the sole discretion of the City, failure to do so may constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the City. Any insurance or self-insurance maintained by the City shall not contribute to it.

Contractor shall not fail to comply with the claim reporting provisions of the insurance policies or cause a breach of any insurance policy warranty that would affect coverage afforded under insurance policies to protect the City.

The insurance policies (except Worker's Compensation) shall contain a waiver of transfer of rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retentions, and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt 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.

Except for Worker's Compensation, the insurance policies, required by this Contract shall name the City, its agents, representatives, officers, directors, officials and employees as additional insureds.

Required Coverage

A. COMMERCIAL GENERAL LIABILITY

The Contractor shall maintain Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence with a $2,000,000 Products/Completed Operations Aggregate and a $2,000,000 General Aggregate Limit. The Policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision, which would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Contractor's operations and products and completed operations.

B. OWNERS AND CONTRACTOR'S PROTECTIVE LIABILITY

The Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Work or Contractor's operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than $1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

C. AUTOMOBILE LIABILITY

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to the Contractor's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off-loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and $5,000,000 per accident limits for bodily injury and property damage shall apply.

D. WORKER'S COMPENSATION

The Contractor shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statues having jurisdiction of Consultant's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of the Contractor.

E. BUILDER'S RISK (PROPERTY) INSURANCE (AS REQUIRED)

When the project includes construction of a new building, an addition to an existing building, modifications to an existing building, or as otherwise may be required by the contracting agency, the Contractor shall purchase and maintain, on a replacement cost basis, Builder's Risk insurance in the amount of the initial Contract Amount as well as subsequent modifications thereto for the entire work at the site. At a minimum, the policy limits of such insurance shall be equal in face amount to the full Contract Amount. Such Builder's Risk insurance shall be maintained until final payment has been made or until no person or entity other than the City has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of the City, the Contractor, and all Subcontractors and Sub-Subcontractors in the work during the life of the Contract and course of construction, and shall continue until the work is completed and accepted by the City. For new construction projects, the Contractor agrees to assume full responsibility for loss or damage to the work being performed and to the buildings under construction. For renovation construction projects, the Contractor agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract Amount, unless otherwise required by the Contract Documents or amendments thereto.

Builder's Risk insurance shall be on an all-risk policy form and shall cover false work and temporary buildings. Builder's Risk insurance shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements and shall cover reasonable compensation for Architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract.

Builder's Risk insurance must provide coverage from the time any covered property becomes Contractor's control and/or responsibility, and continue without interruption during construction or renovation or installation, including any time during which the covered property is being

transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof is occupied. Builder's Risk insurance shall be primary and not contributory.
If the Contract requires testing of equipment or other similar operations, at the option of the City, the Contractor will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy.

Required coverage may be modified by an amendment to the Contract Documents.

CERTIFICATES OF INSURANCE

Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policies required by this contract are written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.
If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid/project number and project name. A $25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

CANCELLATION AND EXPIRATION NOTICE

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days written notice to the City.

SECTION 104 - SCOPE OF WORK

104.1.3 WATER SUPPLY:
(revise to include the following)

Potable water may not be used for major construction activity, such as dust control, soil compaction, or street cleaning. Reclaimed water is available at the Wildcat Hill Wastewater Treatment plant on East Highway 66 and at the south end of Babbitt Drive at the Rio De Flag Water Reclamation Plant. Additional reclaimed water bulk loading sites are located in other areas of the city. The contractor should obtain current locations from the Water Services Department. **Current rates for the**

reclaimed water shall apply. The Contractor is responsible for the cost of construction water and it is considered incidental to the cost of the contract.

Prior to loading, hauling and applying reclaimed water, the Contractor shall be required to obtain the necessary no fee permit at the Wildcat Hill Wastewater Treatment Plant or from the Rio De Flag plant and shall be responsible for complying with all permit and ADEQ requirements regarding the use of reclaimed water.

104.1.4 SPECIAL ACCESS REQUIREMENTS:
(revise to include the following)

The Contractor shall maintain access to all side streets, access roads, driveways, alleys, parking lots and to adjacent properties during their hours of operation. The Contractor shall coordinate with residents and ensure access to all driveways be provided during all non-working hours. Where a property has more than one driveway, no more than one access will be restricted or closed at one time. Should it be necessary to close access to private property, driveways or alley entrances, the closure must be for as short a time as possible and be restored at the end of the work shift. If primary business access cannot be restored, the Contractor shall provide an alternate access, which will be coordinated with the business and pre-approved by the Owner prior to any restrictions being implemented.

104.1.5 SANITATION PICKUP:
When construction activity interferes with pickup, the contractor shall provide for sanitation and recycling vehicle access to the affected properties or relocate the containers where access is acceptable.

104.1.6 EMERGENCY ACCESS:
Street closure information shall be submitted to the City's Project Representative who will forward the information to the Fire Department and Police Department. All notices shall be submitted at least 72 hours in advance of the closures.

104.1.7 POSTAL SERVICE ACCESS:
The contractor shall be responsible for maintaining access for Postal Service within the project area at all times.

104.1.8 SCHOOL BUS ACCESS:
The contractor shall be responsible for maintaining access for bus access within the project area.

104.2 ALTERATION OF THE WORK:

104.2.3 DUE TO EXTRA WORK:
(revise to include the following)

When Allowance and/or Contingency items are provided for in the contract, the funds are encumbered for use at the discretion of the Project Manager. The funds are to cover unanticipated costs to complete items of work not included in the Contract Documents or may be applied to any work deemed necessary by the Owner. Work would include, but not limited to, unanticipated conditions, scope changes, addressing errors or omissions, and/or construction changes that are warranted for project completion consistent with the purpose of the work.

The amount of the allowance item is determined by the City and is not subject to individual bid pricing. The allowance is not part of the bidding process and per the City of Flagstaff Procurement Manual, will be added to the contract amount, if approved by the City Council.

The allowance item provides an estimated funding to cover unforeseen changes that may be encountered and corresponding extra work needed to complete the contract. Any work which is to be paid out of this allowance shall be authorized in writing and approved by Field Order prior to proceeding with the work. Extra work shall be paid for in the following order of precedence:
1.) by extension of unit bid prices, 2.) by negotiated price or 3.) by a time and materials basis in accordance with MAG Section 109.5.

It shall be understood that the amount for this item in the proposal is an estimate only and no guarantee is given that the full amount or any portion thereof will be utilized. It shall not be utilized without first obtaining an approved Field Order signed by the Contractor and the Project Manager.

105.2.1 RECORD DRAWING PREPARATION AND COORDINATION
(revise to include new subsection as follows)

Record drawing preparation shall be the obligation of the Contractor whose purpose is to accurately record and depict the as-built conditions. During the construction phase and prior to backfilling or covering of improvements, the Contractor shall have the work surveyed and recorded for record drawing preparation.

The Contractor shall maintain a redline working copy of the project plans which shall include changes made in construction of the project. The redline copy of the plans shall be updated weekly.

105.2.2 RECORD DRAWING (As-Built Plans)

(revise to include new subsection as follows)

The Contractor shall retain an Arizona licensed civil engineer to record as-built information per Arizona Revised Statute § 32-152. Water and sewer record drawing certification shall comply with ADEQ R18-5-508 (drinking water) and ADEQ R18-9-E301 (sewage collection) requirements for as-built drawings. Unless otherwise noted, the City will complete and submit the Engineer's Certificate of Completion to ADEQ.

Prior to the City's final approval and acceptance of public improvements (sanitary sewer, water, storm sewer, streets) record drawings (as-built plans) must be submitted to the City for review and acceptance per Engineering Standard Specifications.

A redline submittal shall be a .pdf and/or two sets of blue or black line paper sets, copied from the originally approved plan set. Redline submittal will be reviewed by the City and returned with applicable comments. Comments are to be addressed and resubmitted for the City's final approval. A reference checklist is available from the Office of the City Engineer.

Upon City and ADEQ (when applicable) review and approval of the submittal, an electronic .pdf of the plans shall be submitted to the City as a permanent record. All record drawing plan sets shall contain a statement by a licensed professional engineer, currently registered to practice in Arizona, certifying that the drawings are per the as-built condition. The record set requires the seal and signature of the registrant per Arizona Revised Statutes § 32-152. All survey data given by the record drawings shall be performed by a land surveyor who is currently registered in the State of Arizona. Plans must show seal and signature of registrant.

Payment shall be lump sum for all work required to develop the necessary documents, including but not limited to coordination, field inspection, survey, drafting, printing and engineer's seal. The fee shall include as-built information for all record changes within the project area.

SECTION 105 - CONTROL OF WORK

105.8 CONSTRUCTION STAKES, LINES AND GRADES:
(revise entire subsection to read as follows)

The Contractor shall be responsible for all required construction staking, including preconstruction staking for relocation of existing utilities. All construction staking is to be done under the direct supervision of a Registered Land Surveyor or Civil Engineer. All costs associated with this work are to be included in the amount bid for the items of work to which it is incidental or appurtenant. No separate payment will be made for construction staking.

105.10 INSPECTION OF THE WORK

(revise to include the following)

The Contractor is responsible for Quality Control of the work. The City will perform Quality Assurance; frequency of testing will be determined by the City. The Contractor shall be responsible for coordinating and scheduling all inspections of the work and shall confirm that the required inspections and material testing are completed and accepted prior to proceeding with additional work. The Contractor is required to perform the work to a confidence level that the City's Quality Assurance will validate that the work meets specification(s).

105.11 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK:

(revise to include the following)

Any work and/or materials condemned by the Project Manager as inferior or not in compliance with the Contract, Specifications and Plans shall be immediately removed by the Contractor. Materials and/or work so condemned shall be removed and promptly replaced and executed in accordance with the Contract, Specifications and Plans without any expense to the Owner. The Contractor shall bear the expense of making good on all work of other contractors destroyed or damaged by such removal and replacement.

105.12 MAINTENANCE DURING CONSTRUCTION:

(revise to include the following)

The Contractor is responsible to provide adequate drainage for the construction area at all times. Damage to any portion of the work caused by the Contractor's failure to provide adequate drainage of the construction area shall be repaired at the Contractor's expense. A contract time extension will not be granted for any additional time required to make such repairs.

The Contractor shall control open excavations and stockpiling in a manner to prevent water from running into excavations. Obstructions of surface drainage shall be avoided and means shall be provided whereby storm water and wastewater can flow uninterrupted in existing or established pipes, flow courses, other surface drains, temporary drains or channels.

Material for backfill or for protection of excavations within public roads or easements shall be placed and shaped to cause the least possible interference to public travel. In no event shall any flows be allowed to enter private property.

105.16 MAINTENANCE DURING WINTER SUSPENSION OF WORK

(revise to include new subsection as follows)

The City retains the right to declare a winter shutdown, *for any reason*, on the Project including but not limited to adverse weather conditions. A winter shutdown period is typically December through March during which no work will be performed on the Project.

The Contractor shall shutdown, properly insulate and shelter the Project in a safe and workmanlike manner pursuant to local, state and federal laws.

If work has been suspended due to winter weather, the Contractor shall be responsible for maintenance and protection of the improvements and of partially completed portions of the work until final acceptance of the project. Winter suspension shall be by field order, change order or original contract. If repairs and/or maintenance are needed during the suspension, the Contractor is required to perform the repairs and/or maintenance within twenty-four (24) hours of notification from the City. If the needed repairs and/or maintenance are not addressed within the timeframe, the City will accomplish the work and deduct the cost from monies due or become due to the Contractor.

The City shall provide snow removal operations on active traffic lanes only. All other snow removal and maintenance operations shall be the responsibility of the Contractor. All cost associated with snow removal and proper disposal shall be considered incidental to the work including the repair of temporary surface improvements due to normal wear and snow removal operations during the Winter Shutdown.

SECTION 107 - LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

107.1 LAWS TO BE OBSERVED:
(revise to include the following)

(G) TAX EXEMPTION: Certain material, machinery and equipment to be installed in this project is exempt from sales tax or use tax as allowed in Arizona Revised Statutes Section 42-5061, 42-5009 and Section 42-5159 and by the Administrative Rules and Regulations of the Arizona Department of Revenue; ACC R15-5-608, R15-5-120 and R15-5-2314.

The City wishes to rely upon the expertise of the contractor in the purchase of items that qualify for the tax exemption. With respect to purchase of the qualifying items, the Contractor is authorized to act as an agent for the City. This agency agreement is strictly limited to the purchase of the qualifying items to be used in the construction of the project and will not otherwise affect or alter the respective rights, responsibilities and remedies of the parties as specified under this contract. The contractor shall furnish the City a list of suppliers and the material, machinery and equipment

to be furnished by each. The City will then issue the materials and equipment exemption certificate to each supplier pursuant to A.R.S. §42-5009 (A) (2). The contractor's applicable unit bid prices for items qualifying for this tax exemption should not include sales or use tax. The materials, machinery and equipment that are a part of this project and to which the exemption applies are listed below:

1. Pipes, valves and appurtenances four (4) inches in diameter or larger used to transport potable water,
2. Any additional material, machinery or equipment identified in the Special Provisions.

107.2.1 TEMPORARY USE PERMITS:
(revise to include new subsection as follows)

A Temporary Use Permit (and Above Ground Fuel Storage Permit if applicable) is required prior to the establishment of any temporary construction yard, material storage area or staging area located within City limits and outside the public right-of-way or project limits. The Contractor is responsible for obtaining the necessary Temporary Use Permit from the agency with jurisdictional authority.

The time required to process the Temporary Use Permit is approximately twelve (12) calendar days. The Contractor shall submit the necessary permit application no later than ten (10) calendar days following the Notice of Award. Any delays experienced by the Contractor in acquiring the Temporary Use Permit shall not necessarily be grounds for delaying the project Notice to Proceed.

107.2.2 DISPOSAL OF WASTE AND SURPLUS MATERIAL:
(revise to include the following)

All disposal costs, regardless of disposal site, shall be included in the bid unit price for the related item of work and no direct payment will be made for disposal of waste or surplus materials. This right of disposal does not apply to any substance or items that are regarded as toxic and/or hazardous by the City, the State of Arizona or the United States Government.

Alternate disposal sites may be proposed by the Contractor but are subject to all applicable local ordinances and codes. In addition to the property owner's written authorization, all disposal sites within the city limits are subject to review and approval by the Temporary Use Permit process. The disposal of material at alternate disposal sites will not be allowed without written authorization of the owner, approval of the appropriate jurisdictional authority, and the issuance of all necessary permits.

107.2.3 ABOVE GROUND FUEL STORAGE PERMIT:

(revise to include new subsection as follows)

If required, Above Ground Fuel Storage Permits may be obtained from the City of Flagstaff Fire Department, located at 211 West Aspen Avenue, Flagstaff, AZ. The Contractor is responsible for obtaining the permit.

107.5 SAFETY, HEALTH, AND SANITATION PROVISIONS:

107.5.4 HANDLING, REMOVAL AND DISPOSAL OF SURPLUS MATERIAL AND ASBESTOS CONTAINING MATERIALS (ACM)
(revise to include new subsection as follows)

The Contractor is responsible for handling, removal and disposal of all soil material generated by the project as described in the General Provisions.

The City requires compliance with Environmental Protection Agency (EPA), Arizona Department of Environmental Quality (ADEQ) and Occupational Safety and Health Administration (OSHA) asbestos regulations for all City projects.

Utility pipes constructed of materials other than metal or polyvinyl chloride (PVC) require testing prior to any disturbance of the pipes to determine if regulated levels of asbestos are present in the pipe material. Suspect pipe materials requiring testing typically include vitrified clay and cement pipe (transite). Asbestos testing is not required for metal pipes.

City Public Works/Sustainability & Environmental Management staff are available to collect samples and submit the samples for analyses. The City of Flagstaff will provide testing free of charge. If the pipe does not contain regulated levels of asbestos, the contractor may disturb and remove the piping. If utility piping contains regulated levels of asbestos, an asbestos abatement contractor must perform any disturbance/removal of the pipe materials. This is required to ensure workers are not exposed to any asbestos fibers.

Work may require the proper handling, removal and disposal of regulated asbestos piping and materials generated by cutting or breaking the pipe to remove it from the ground. If asbestos containing materials (ACM) removal is necessary on the project, the City of Flagstaff requirements for handling, removal and disposal are as follows:

- If an infrastructure or building material that is not either wood, glass or metal is encountered during the project and has not yet been either assumed or positively identified to be ACM then the material(s) must be sampled in accordance with regulations generated by the EPA Asbestos Hazard and Emergency Response Act (AHERA) 40 CFR 763 as well as OSHA 29 CFR 1910.1101, by a certified AHERA Building Inspector and sent to a National Voluntary Laboratory Accreditation Program (NVLAP) certified laboratory for analysis.

- Once materials of concern are assumed or properly identified to be ACM then material removal is required according to OSHA 29 CFR 1910-1926.1101 by a certified asbestos abatement worker, and NOT a general contractor (GC). However, if the GC holds the appropriate asbestos certifications (AHERA Asbestos Operations and Maintenance), which the City would need to verify is current, then the GC could perform the asbestos abatement.

The City requires the General Contractor arrange for abatement of assumed and/or identified ACM by a certified asbestos abatement contractor and to arrange area and/or clearance air monitoring by a third party certified asbestos consultant. If applicable to the project, copies of abatement activities and air monitoring shall be provided to City of Flagstaff Environmental Management staff.

In the event of large disturbances to ACM, compliance with the National Emission Standards for Hazardous Air Pollutants (NESHAP) 40 CFR 61, Subpart M shall be followed. Notification would be required the Arizona Department of Environmental Quality 10 working days in advance of the start of a large project. This notification is not typically required for utility pipe work, but could be required for a very large project involving numerous saw cuts of utility pipes. http://www.azdeq.gov/environ/air/asbestos/

If ACM removal is necessary on the project, the City of Flagstaff requirements for ACM disposal at the City's Cinder Lake Landfill are as follows:

Only non-friable asbestos waste is accepted for disposal at Cinder Lake Landfill. PRIOR to disposal of non-friable ACM, obtain the necessary forms, which are:

- Non-Friable Asbestos Waste Acceptance Application and accompanying instructions
- Non-Friable Asbestos Waste Shipment Record (WSR)

The Asbestos Waste Acceptance Application is available at the City of Flagstaff's website or by contacting the City of Flagstaff Environmental Management staff. A Waste Shipment Record is required to accompany each load of non-friable asbestos waste taken to the Cinder Lake Landfill.

Assure the non-friable ACM is properly handled and wrapped. Non-friable ACM must be thoroughly wetted using amended water PRIOR to being wrapped in 6-millimeter poly and be tightly sealed with duct tape. If the material is heavy (such as transite pipe), has sharp edges, or may easily puncture the poly wrap, a double layer of poly will be necessary. The Cinder Lake Landfill scale house attendant will inspect the load to ensure it is properly wrapped. Containers holding non-friable ACM shall be carefully unloaded and placed in a designated location. Dumping using a hydraulically lifted bed of a truck is not permitted (dump truck), as the poly wrap may be torn open.

If using a large bin for disposal, attach a copy of the Waste Shipment Record to the disposal bin. If not using a City of Flagstaff disposal bin, make sure the delivery driver takes a copy of the SIGNED Non-Friable Asbestos Waste Acceptance Application and the Waste Shipment Record to the Cinder Lakes Landfill with the waste delivery.

If using a City of Flagstaff disposal bin call City Environmental Services at (928) 774-0668 to schedule a pick-up for the disposal bin. Please be sure to provide the driver with the SIGNED Non-Friable Asbestos Waste Acceptance Application and the Waste Shipment Record and be sure to clarify if you would like the disposal bin emptied and removed, or emptied and returned to the work site. When disposal is completed, the Landfill Manager will sign the Waste Shipment Record and landfill staff will provide or mail a copy of the Waste Shipment Record.

Cutting of utility pipes generates Regulated Asbestos Containing Material (RACM). RACM requires disposal at the Joseph City Landfill or at other landfills located in southern Arizona.

All work relating to the removal and disposal of unknown and unanticipated hazardous materials as described above shall be paid per MAG 109.4.3.

107.8 107 USE OF EXPLOSIVES:

(first paragraph, revise second sentence to read as follows)

The Contractor shall submit a blasting plan for approval and obtain a Blasting Permit from the City of Flagstaff Fire Department, located at 211 W. Aspen Avenue, Flagstaff, Arizona.

(revise to include the following)

The Contractor shall submit a copy of the approved blasting plan to the Project Manager. The plan shall include as a minimum; safety layout, drilling pattern, size and depth of bore, weight and type of charge, delay sequence, contractor's anticipated peak particle velocity at the right-of-way line or nearest structure, and the proposed seismograph locations.

A record of each blast shall be kept and all records including seismograph reports shall be available for inspection. Each record shall provide as a minimum; location, date and time of blast, name of person in charge, number of holes burdened, spacing, diameter and depth of holes, boring logs to determine top of rock, type and total amount of explosives used, direction and distance to nearest building, type of detonators and delay periods used, and exact locations of seismographs.

When blasting operations are to be conducted within 200 feet of a water line, sewer line or other underground utility, the Contractor shall take additional precautionary measures. The Contractor shall also coordinate with Franchise Utilities prior to blasting operations. The Contractor shall notify the owner of the facility a minimum of two weeks in advance that such blasting operations are

intended. At their discretion, the Owner may perform pre-blast, post-blast pressure tests or other inspection of the facility. If any damage occurs because of blasting operations, the Contractor shall be responsible for the restoration of the facility to pre-blast conditions.

107.9 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE:
(revise to include the following)

The Contractor is responsible for replacing and/or restoring the site, landscaping and owner's improvements associated with the project to the pre-existing condition using in-kind materials. All cost shall be included in the bid as incidental to the work, unless otherwise specified in the bid schedule or plans.

Within easements, the Contractor is responsible for removing existing improvements and salvaging items (not identified for removal) for relocation after the public improvements are completed. Close coordination between the Contractor and property owners and/or residents is required.

107.11 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES:
(revise to include the following)

All power poles, pedestals, guy wires and underground facilities shall be removed and/or relocated by the respective owners of the facilities. The contractor is responsible for the notification and coordination with the utility companies to ensure that this work is accomplished in a manner consistent with the construction schedule. Payment for Franchise Utility coordination and location is incidental to the cost of the work.

The Contractor shall perform utility potholes and identify potential conflicts prior to trenching. The utility pothole information and identification of potential conflicts shall be provided to the Project Manager at least two weeks prior to performing trenching or pipeline construction.

SECTION 108 - COMMENCEMENT, PROSECUTION AND PROGRESS

108.1 NOTICE TO PROCEED:
(revise to include the following)

Time is of the essence in submitting the initial and revised construction schedule and traffic control plan. Each is a requirement that precedes the Contractor's right and the City's obligation to proceed with the agreement.

The Notice to Proceed shall be issued for a start date no later than twenty-seven (27) calendar days following receipt of the Notice of Award. The Contractor shall be required to submit a construction schedule and traffic control plan in accordance with the Contract Documents and the following:

The Contractor shall within seven (7) calendar days of receiving the Notice of Award, submit a construction schedule and traffic control plan to the Project Manager. The Project Manager shall promptly review the construction schedule and traffic control plan and either approve them, or provide a written list of the items that will require revision. The Contractor shall submit the revised construction schedule and traffic control plan within five (5) calendar days of receiving the Project Manager's list of required revisions. The corrected construction schedule and traffic control plan submittal shall address all comments from the Project Manager's list of required revisions.

108.3 CORRESPONDENCE TO THE CONTRACTOR:
(revise to include the following)

In addition to written communication to the Project Manager, the Contractor shall provide and maintain a contact located within ten miles of the job site at all times throughout the duration of the Contract. The designated contact shall be accessible by telephone at all times to respond to agency requirements and emergencies. The local location and phone number(s) shall be provided to the Project Manager prior to issuance of the Notice to Proceed. Any changes of the location or phone number(s) shall be reported immediately to the Project Manager.

If a response is needed, the Contractor is required to respond and perform the repairs and/or maintenance within two (2) hours of notification from the City. If the needed repairs and/or maintenance are not addressed within the timeframe, the City will accomplish the work and deduct the cost from monies due or become due to the Contractor.

108.4 CONTRACTOR'S CONSTRUCTION SCHEDULE:
(revise to include the following)

The Contractor's schedule shall include, as a minimum, the following:

- Identification of project tasks with assigned dates and durations, which reflect anticipated sequencing of construction activities on scheduled working days;
- All anticipated subcontractors that will be used during the course of the work;
- The anticipated number of crews to expedite the progress and ensure prompt completion of the work;

  Definition of a crew;
  - personnel *(e.g. operator, laborer)*
  - equipment *(e.g. Cat 325 Excavator, 950 Loader)*
  - workdays anticipated or scheduled per week (*e.g. Monday through Friday)*
  - work hours anticipated or scheduled per day *(e.g. 7:00 am to 3:30 pm)*

- Anticipated adverse weather days for weather dependent activities, weekends and holidays.
- Specific long lead times for delivery of equipment and materials;
- Critical path project schedules may be required as provided for by the Special Provisions or Project Addenda.

108.5 LIMITATION OF OPERATIONS:
(third paragraph, revise to read as follows)

Except in emergencies endangering life or property, written permission shall be obtained from the City prior to performing any work on weekends, legal holidays or after regular work hours (hereinafter defined as 7:00 a.m. to 5:00 p.m. - Monday through Friday). Work on Saturdays will be permitted with prior approval by the City's Engineering Inspection Supervisor. 72 hours advance notice will be required. Work on Sundays and legal City Holidays will not be permitted except in emergencies or as approved by the owner. Inspection and testing will not be provided on Sundays or City legal holidays without prior approval from the Project Manager (72-hour advance notice) and full compensation by the Contractor for any necessary personnel, equipment and services.

Overtime compensation for City personnel shall be as follows:

Construction Supervisor @ $ 43.00/hour
Inspector II @ $ 35.00/hour
Inspector I @ $30.00/hour
Lab Tech I @ $ 25.00/hour
Vehicle @ $1.80/hour

108.7 DETERMINATION AND EXTENSION OF CONTRACT TIME:
(revise to include the following)

The contract time, including final clean-up of the project site and storage areas, may be extended because of weather conditions that cannot be reasonably anticipated. The number of actual days that the scheduled work is impacted by adverse weather shall be recorded weekly during the construction period.

The Contractor will be entitled to a contract time extension if the actual adverse weather days experienced during the work exceed the anticipated adverse weather days shown. The following is the monthly schedule of adverse weather days that shall be anticipated by the Contractor in scheduling the work:

TABLE 108.7 MONTHLY CALENDAR DAYS for ANTICIPATED ADVERSE WEATHER

MONTH	*JANUARY*	*FEBRUARY*	*MARCH*	*APRIL*	*MAY*	*JUNE*
Monthly Calendar Days for Anticipated Adverse Weather	7 Days	7 Days	8 Days	6 Days	4 Days	3 Days
Average Monthly Precipitation	1.98”	1.96”	2.05”	1.34”	0.68”	0.51”
MONTH	*JULY*	*AUGUST*	*SEPTEMBER*	*OCTOBER*	*NOVEMEBER*	*DECEMBER*
Monthly Calendar Days for Anticipated Adverse Weather	12 Days	11 Days	7 Days	5 Days	5 Days	6 Days
Average Monthly Precipitation	2.78”	2.68”	1.82”	1.52”	1.49”	1.90”

The above schedule of anticipated adverse weather days establishes the base line for the project's monthly weather impacts based on historical records, as recorded by the National Weather Service at Pulliam Airport, for precipitation in excess of 0.01 of an inch per calendar day.
The number of actual days that scheduled work is impacted by adverse weather as defined above shall be recorded weekly during the contract period. It is the Contractor's responsibility to request in writing any adverse weather delays experienced during the prior week no later than the normally scheduled weekly project meeting. Any adverse weather day requests that are not received, as stated above, shall neither be considered nor approved. Once the number of approved actual adverse weather days exceeds the number of anticipated adverse weather days in the schedule above, the Contractor is entitled to a contract time extension.

Actual adverse weather days must also prevent work for fifty (50) percent or more of the Contractor's work day and delay scheduled work critical to the timely completion of the project. The City will convert any delays meeting the above requirements to calendar days and extend the contract period as necessary. No additional compensation will be allowed for direct and indirect overhead expenses associated with any such contract time extensions. The Contractor's schedule must include the above anticipated adverse weather delays for all weather dependent activities and shall show all weekends and holidays.

108.8 GUARANTEE AND WARRANTY PROVISIONS:
(revise to include the following)

If requested by the City, the Contractor shall return to the project site eleven months after acceptance of the project and visually inspect, in the presence of the Owner's Representative, all accessible construction items and appurtenances. All defective materials and/or workmanship shall be satisfactorily repaired or replaced at the sole expense of the Contractor.

All costs for the 11-month inspection and repair shall be borne by the Contractor and in figuring his or her bid, the Contractor shall include an appropriate amount for such inspection and possible required repair, and no additional payment will be allowed.

108.10 FORFEITURE AND DEFAULT OF CONTRACT:
(revise to include new section)

Due to Failure to Prosecute the Work

If the Contractor fails to prosecute the work in accordance with the contract, including requirements of the progress schedule, the City may correct these deficiencies after three days after providing written notice to the Contractor. The cost of these remedies shall be charged against the Contractor. A change order may be issued to make the necessary changes in the contract and to make an appropriate reduction in the contract price. Such a change order shall not require the signature or approval of the Contractor. The remedy shall not prejudice the City's use of any other remedy, which the City may be entitled to use.

108.12 AUTHORIZED SIGNATURES:
(revise to include new section)

The Contractor shall provide a notarized list of all authorized signatures for project related documents. Only those individuals listed by the Contractor on the project Authorized Signature form shall be authorized to sign the contract, contract change orders, time extensions, bonds, securities, pay requests, certifications or other documents that affect the execution of the Contract.

108.13 SUBSTANTIAL COMPLETION:
(revise to include new section)

The project is substantially complete within the contract time and liquidated damages will no longer be assessed when the following have occurred:

(A) All contract items of work have been substantially completed and pedestrian and vehicular traffic can move unimpeded through the project;

(B) The only work left for completion is incidental, causes no disruption to pedestrian and vehicular traffic, and does not affect the safety and convenience of the public;

The decision whether the project is substantially complete is within the sole discretion of the Project Manager. At that time, a *Substantial Completion* letter will be issued by the City to the Contractor.

The remaining incidental work shall be completed within 15 calendar days from the issuance of the *Substantial Completion* letter. Failure to prosecute the remaining work within this time-period will result in the resumption of time charges and the application of liquidated damages from the date scheduled for final acceptance and start of warranty.

The start of the project warranty period will be established in the *Notice of Final Acceptance* and does not begin with substantial completion.

The Contractor is responsible for correction and repair of any project deficiencies until the end of the warranty period established in the *Notice of Final Acceptance* at which time the City will accept the improvements for operation and maintenance.

108.14 SUSPENSION and TERMINATION:
(revise to include new section)

CITY'S RIGHT TO STOP WORK

The City may, at its discretion and without cause, order the Contractor in writing to stop and suspend the Work. Such suspension shall not exceed one hundred and eighty (180) consecutive days.

The Contractor may seek an adjustment of the Contract Price and/or Contract Time if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of Work by the City.

TERMINATION FOR CONVENIENCE

Upon receipt of written notice to the Contractor, the City may, at its discretion and without cause, elect to terminate this Agreement. In such event, the City shall pay the Contractor only the direct value of its completed Work and materials supplied as of the date of termination. The Contractor shall be entitled to profit and overhead on completed Work only but shall not be entitled to anticipated profit or anticipated overhead.

If the City suspends the Work for one hundred eighty-one (181) consecutive days or more, such suspension shall be deemed a termination for convenience.

Upon such termination, the Contractor shall proceed with the following obligations.

1. Stop Work as specified in the notice.
2. Place no further subcontracts or orders.
3. Terminate all subcontracts to the extent they relate to the work terminated. The Contractor shall ensure that all subcontracts contain this same termination for convenience provision.
4. At the City's sole discretion and if requested in writing by the City, assign to the City all right, title and interest of the Contractor under the subcontracts subject to termination.
5. Take any action that may be necessary for the protection and preservation of the property related to this Agreement that is in the possession of the Contractor and in which the City has or may acquire an interest.

6. The Contractor shall submit complete termination inventory schedules no later than one hundred twenty (120) days from the date of the notice of termination.

The City shall pay the Contractor the following:

1. The direct value of its completed Work and materials supplied as of the date of termination.
2. The reasonable and direct, actual costs and expenses attributable to such termination. Reasonable costs and expenses shall not include, among other things, anticipated profit, anticipated overhead, or costs arising from the Contractor's failure to perform as required under this Agreement.
3. The Contractor shall be entitled to profit and overhead on completed Work only but shall not be entitled to anticipated profit or anticipated overhead. If it is determined that the Contractor would have sustained a loss on the entire Work had they been completed, the Contractor shall not be allowed profit and the City shall reduce the settlement to reflect the indicated rate of loss.

The Contractor shall maintain all records and documents for three (3) years after final settlement. These records shall be maintained and subject to auditing as prescribed in Section 7.7.

THE CITY'S RIGHT TO PERFORM AND TERMINATE FOR CAUSE

If the City provides the Contractor with a written order to provide adequate maintenance of traffic, adequate cleanup, adequate dust control or to correct deficiencies or damage resulting from abnormal weather conditions and the Contractor fails to comply in a time frame specified, the City may have work accomplished by other sources at Contractor's sole expense.

If the Contractor persistently fails to

1. provide a sufficient number of skilled workers,
2. supply the materials required by the Contract Documents,
3. comply with applicable Legal Requirements,
4. timely pay, without cause, sub-consultants and/or subcontractors,
5. prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time, as such times may be adjusted, or
6. perform material obligations under the Contract Documents, then the City, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth below.

Upon the occurrence of an event set forth above, the City may provide written notice to the Contractor that it intends to terminate this Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of the Contractor's receipt of such notice.

If the Contractor fails to cure, or reasonably commence to cure, such problem, then the City may give a second written notice to the Contractor of its intent to terminate within an additional seven (7) day period.

If the Contractor, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then the City may declare this Agreement terminated for default by providing written notice to the Contractor of such declaration.

Upon declaring this Agreement terminated and for the purpose of completing the Work, the City may enter upon the premises and take possession of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work. The Contractor hereby transfers, assigns and conveys all items, which have been purchased or provided for the performance of the Work to the City for such purpose and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items.

In the event of such termination, the Contractor shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, the Contractor shall be entitled to be paid only for Work performed and accepted by the City prior to its default.

If the City's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then the Contractor shall be obligated to pay the difference to the City. Such costs and expenses shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by the City in connection with the re-procurement and defense of claims arising from the Contractor's default.

If the City improperly terminates the Agreement for cause, the termination for cause shall be converted to a termination for convenience in accordance with the provisions of 108.14

SECTION 109 - MEASUREMENTS AND PAYMENTS

109.1 MEASUREMENT OF QUANTITIES:

(revise to include the following)

It is the responsibility of the Contractor to conform to the Contract Documents, including plans, typical sections and specifications including but not be limited to dimensions, materials, application rates and densities. The Contractor shall take all actions necessary to ensure that the work conforms to the contract documents. The Contractor shall cooperate fully with the Project Manager or Project Manager's representative to correct any known nonconformity to the contract documents.

109.1 MEASUREMENT OF QUANTITIES:
(delete the second paragraph)

Unless otherwise specified, longitudinal and surface (plane) measurements will be made in a horizontal plane.

PART 200 - EARTHWORK

SECTION 201 - CLEARING AND GRUBBING

201.3 CONSTRUCTION METHODS:
(revise to include the following)

The Contractor shall make every effort possible to avoid damaging existing trees. In the event that any trees suffer limb damage, the Contractor shall cut branches to the nearest branch crotch or to the branch collar at the trunk.

No separate payment will be made for trimming trees. The cost shall be considered incidental to the work.

SECTION 205 – ROADWAY EXCAVATION

205.1 DESCRIPTION
(revise to include the following)

The bid schedule unit cost for excavation, backfill and embankment work shall include the cost of rock excavation, handling rock or disposing of rock and no separate measurement or payment shall be made. Rock shall be defined as any highly cemented or hard material that may require additional efforts for removal, handling or disposal.

205.2 UNSUITABLE MATERIAL:
(third paragraph, revise to read as follows)

Should unsuitable material be encountered at subgrade elevation in cut areas or at existing grade in fill areas, the unsuitable material shall be removed and replaced with suitable fill material in accordance with MAG Section 210 and MAG Section 211.

Determination of unsuitable material and the limits and depths of required removal and replacement shall be at the sole discretion of the Project Manager. In no case shall any unsuitable material be removed without prior written consent of the Project Manager.

Measurement and payment for removal and replacement of unsuitable material will be by the cubic yard as shown in the proposal. Payment shall be compensation in full for the work complete and in-place including any borrow, permits, pit royalties, all excavation, hauling, placing, compacting, conditioning, watering and proper disposal, together with all appurtenant costs.

205.3 MEASUREMENT

(revise to include the following)

Earthwork is incidental to the roadway construction and no additional payment will be made for roadway excavation. The Contractor shall be responsible for estimating and accounting for earthwork import and haul off. It is recommended that the Contractor review the report on geotechnical investigation and sampling results.

PART 300 -- STREETS AND RELATED WORK

SECTION 301 - SUB-GRADE PREPARATION

301.1 DESCRIPTION:

(revise to include the following)

The untreated base or prepared subgrade shall be test rolled in the presence of the Project Manager prior to the placement of asphalt paving materials. The equipment used to perform the test roll shall be approved by the Project Manager. The Contractor shall be responsible for scheduling this test roll with the Inspector during regularly scheduled work. All costs associated with the test roll shall be considered incidental to and included in the cost of sub-grade preparation.

SECTION 336 - PAVEMENT MATCHING AND SURFACING REPLACEMENT

336.1 DESCRIPTION:

(first paragraph, revise to include the following)

The exact points of pavement matching shall be determined in the field by the Project Manager.

336.2 MATERIALS AND CONSTRUCTION METHODS:

336.2.1 PAVEMENT WIDENING OR EXTENSIONS:

(first paragraph, revise second sentence to read as follows)

The minimum depth of cut shall be four (4) inches or Depth/4, whichever is greater.

PART 400 -- RIGHT-OF-WAY AND TRAFFIC CONTROL

SECTION 401 - TRAFFIC CONTROL

401.5 GENERAL TRAFFIC REGULATIONS:
(revise to include the following)

Within seven (7) calendar days following receipt of the Notice of Award and in accordance with Section 108.1 of these General Provisions, the Contractor shall submit to the Project Manager a traffic control plan that shows the control of traffic in accordance with Part VI of the FHWA Manual on Uniform Traffic Control Devices for all phases of the work. The plan should include nights, weekends, shut down periods and an approximate schedule of street closures and detours.

The Traffic Control Plan is to detail the Contractor's proposal for routing traffic and pedestrians around the areas of construction. The Plan shall be coordinated with the proposed construction schedule and show how the locations of the various traffic and pedestrian control devices will change as construction progresses. The Plan shall allow for complete detours around the work areas.

Private and commercial driveways shall not be closed for any period exceeding eight hours during any twenty-four-hour period. The affected resident and the City shall be notified 48 hours in advance of any closure. Convenient access to driveways, houses and buildings along the line of work shall be maintained and temporary crossings or alternate access shall be provided and maintained in good condition, except during that period mentioned above. **Business access shall be maintained at all times by at least one driveway.**

(eleventh paragraph, revise to read as follows)

The Contractor will reinstall all permanent traffic control devices as required by the approved construction plans and specifications.

(twelfth paragraph, delete the last sentence)

Delete - The Traffic Engineering Department will reinstall all traffic signs.

401.7 PAYMENT:
(revise paragraph to read as follows)

Payment for all work and materials required to prepare a traffic control plan and provide traffic control during construction shall be made at the lump sum price shown on the Bid Schedule. Full compensation for any required traffic control devices, flaggers, uniformed off-duty law enforcement

officers, pilot cars and drivers shall be included in the lump sum contract price and no additional payment shall be allowed. Progress payments shall be made based on the Contractor's estimate for percent complete as approved by the Owner.

SECTION 425 TOPSOIL

425.2 MATERIALS:
(revise to read as follows)

Overburden topsoil shall be salvaged and reused when possible. All topsoil, whether overburden or imported, shall be free of roots, heavy clay, clods, noxious weed seeds, coarse sand, large rocks, sticks, brush, litter and other deleterious material and meet the requirements of MAG Section 795. The Project Manager's approval of the proposed topsoil shall be obtained before delivery to the project.

425.4 MEASUREMENT:
(revise paragraph to read as follows)

Topsoil shall be measured lump sum, complete and in place unless indicated otherwise by the bid schedule.

425.5 PAYMENT:
(revise to read as follows)

Topsoil will be paid for in accordance with the contracted price for furnishing and placing topsoil, as described and specified. Progress payment shall be made based on the Contractor's estimate for percent complete as approved by the Owner.

SECTION 430 – LANDSCAPING AND PLANTING
(revise to include section as follows)

430.3 LAWN AREAS

430.3.1 Preparation of In Place Soil
(delete the second paragraph and revise to read as follows)

After clearing, grubbing and initial cultivation has been completed, a slow release chemical fertilizer shall be mechanically spread over the turfgrass area at an average rate of 1 pound of actual nitrogen per 1000 square feet. After spreading, the fertilizer shall be cultivated into the top four inches of soil using suitable equipment. The resulting soil shall be in a friable condition suitable for planting. (Actual nitrogen is determined by using the nitrogen ratio number x weight of the bag/100).

430.3.2 Seeding

(delete the first and second paragraph revise to read as follows)

The rate of seeding shall be three pounds of seed per 1000 square feet using the following seed mixture;

Poa pratensis	Kentucky Bluegrass (mix of three varieties)	70%
Lolium perenne	Perennial Rye Grass	10%
Festuca rubra	Creeping Red Fescue	20%

Alternative species may be acceptable but are subject to prior approval from the City Project Manager or duly authorized representative.

SECTION 431 – EROSION CONTROL

(revise to include new section as follows)

431.1 DESCRIPTION

Erosion control applies to improvements within the city and as part of the erosion control section of a Storm Water Pollution Prevention Plan (SWPPP). Materials, means and methods for erosion control and stabilization, Best Management Practices (BMPs), Erosion Control Plans (ECPs) and SWPPPs are described in the City of Flagstaff Stormwater Design Manual.

The Contractor shall stabilize all disturbed areas within the project site and as shown on the plans. Work shall be performed according to the provisions of this Section and shall include but not be limited to the furnishing, hauling, placement and application of erosion control materials.

The Contractor is responsible for complying with the requirements of the National Pollutant Discharge Elimination System (NPDES) permit program. This generally includes submittal of a Notice of Intent to the Arizona Department of Environmental Quality (ADEQ) and Notice of Termination to ADEQ for the project. Preparation and implementation of a Storm Water Pollution Prevention Plan (SWPPP) for the site is required per ADEQ and City of Flagstaff standards.

The cost for complying with the NPDES permit and the SWPPP, including the erosion control devices, shall be included in the NPDES & SWPPP Requirements portion of the Contractor's bid. It is recommended that contractors see the ADEQ Smart NOI (Notice of Intent) program website (http://az.gov/webapp/noi/main.do) for information and processes.

Progress payment shall be made based on the Contractor's estimate for percent complete as approved by the Owner.

432.1 NATIVE SEEDING

All areas to be seeded that are accessible to machinery shall be tilled to a minimum depth of four (4) inches. Areas inaccessible to machinery shall be hand tilled and prepared to a minimum depth of two (2) inches. Cut slopes of 2:1 or steeper do not require tilling. Cultivation on sloping terrain shall run perpendicular to the direction to the slope. If weeds or herbaceous plant material interferes with proper seedbed preparation, the contractor shall remove them from the seedbed.

Contractor shall remove and dispose of all debris and other objectionable material that may interfere with seeding operations.

The area to be seeded shall be relatively smooth and all surface irregularities (e.g. rills, tire marks) shall be filled and firmed to conform to the desired cross sections. The seedbed shall be rolled both before and after the seeding operation with a minimum of one pass of a cultipacker or drag harrow.

Seed shall be sown when conditions will promote germination and growth. Normal non-irrigated permanent native seed application dates are between April 1 and June 15, between August 15 and September 20 and after the first frost (recurring overnight temperature of 28 degrees F) until snowfall. Seeding work shall be performed only after planting and other work affecting ground surface is complete.

To assist in establishment of the permanent seed mix, a nurse crop shall be used for this work. Preapproved nurse crop seed shall be one of the following, incorporated with the specified permanent seed mix;

Annual ryegrass	*(Lolium multiflorum)*	30 lbs/acre
Oats	(*Avena sativa)*	60 lbs/acre
Regreen©	(*Triticum aestivum x Elytrigia elongata)*	30 lbs/acre

Alternative species may be acceptable but are subject to prior approval from the City Project Manager or duly authorized representative.

When cut or fill slopes are greater than six (6) feet in height and steeper than 3H:1V, the seeded area shall be covered with American Excelsior Company straw/coconut blanket or an approved equal. Installation shall be per the manufacturer's written directions.

440.10. (D) SEQUENCING

(add the following section)

The irrigation system shall be installed, inspected, approved and operable prior to the installation of plant materials, landscape fabric and ground plane treatments (*decomposed granite, landscape rock, mulch, etc.)*

PART 600 - WATER AND SEWER

SECTION 601 - TRENCH EXCAVATION, BACKFILLING AND COMPACTION

601.2 EXCAVATION:

601.2.1 GENERAL:
(revise to include the following)

All excavation, including trench excavation, shall be performed in any substance and material encountered. The cost is considered incidental to and is to be included in the price for the bid item to be constructed or installed. No special payment shall be made for trench excavation other than rock excavation as specified under Trench Rock Excavation.

Trench Rock Excavation
Trench rock is defined as consolidated igneous, metamorphic and/or sedimentary material in the original bed and/or in well-defined ledges that cannot be removed by a mechanical method and therefore requires pneumatic hammering, drilling or blasting for removal. Example of mechanical methods include hand tools, trenching machine, backhoe, ≥195 horsepower hydraulic excavator with ripping teeth or equivalent.

Boulders and pieces of rock having a volume of more than 27 cubic feet (1 cubic yard) shall be considered rock.

For projects where trench rock excavation is anticipated, the estimated contingent quantity is shown in the proposal under the applicable bid item. The contingency quantity is an estimate only and no guaranty is given that any portion will be utilized. Trench rock excavation will be paid for separately at the unit price bid per cubic yard for Trench Rock Excavation.

Measurement of Trench Rock Excavation shall be per cubic yard in place. This volume of rock will be measured by the City representative, using the maximum trench width allowed in accordance with MAG Table 601-1, the lineal footage of actual rock excavation required and the actual depth of rock as determined by inspection of the trench after rock excavation and before backfilling.

SECTION 611 – WATER, SEWER AND STORM DRAIN TESTING

611.2 DISINFECTING WATER MAINS:

611.2.13 Fire Flow Testing:
(revise to include the following new section)

All water lines that have new fire hydrants shall require a fire flow test per CoF Engineering Standard 13-09-006-0006.1.

Fire flow testing shall be performed by a certified tester. Results shall be sealed by an Arizona Professional Engineer.

The City Water Services Section requires a 72-hour notice via e-mail to schedule hydrant operation and testing observation. A digital copy of the test results shall be submitted to the City Project Manager.

SECTION 631 WATER TAPS AND METER SERVICE CONNECTIONS
(revise to add the following)

631.3 INSTALLATION:

New water service lines shall be installed to replace the existing water service lines. Construction includes replacement of all water services to COF Engineering Standards, including the service saddle at the main, corporation stop, pipe and curb stop to the meter and adjust the customers' service to the new outlet meter coupling elevation. The lines shall be extended to the new polymer meter box location and a new meter box shall be installed and shall connect to the existing meter. If the existing meter is not at the City's standard depth; the contractor shall adjust the elevation of the meter. In cases where the meter box moves, the contractor shall salvage the existing meter and shift it to the proposed location. At each of these locations the contractor is required to connect the existing water services on the private side of the meter. The Contractor shall coordinate with each homeowner where private construction is required to verify the water line rerouting and to restore landscaping to its original condition.

The City will provide the contractor with Temporary Rights of Entry for the water service connection, replacement/adjustment of water meter boxes and associated work. If the contractor needs to go outside the Temporary Right of Entry limits they will have to provide the City with written permission from the property owner prior to conducting the work.

A residential plumber's license will be required for all work that is done on the private service side of the meter.

City of Flagstaff utility tapping fees are the responsibility of the contractor. The contractor shall perform all work and coordinate payment directly with the City Water Services Department. All costs for utility tap work and fees shall be included in the line item for installation of the new service, including but not limited to all labor and materials for complete installation. Repair associated within any abandoned or new tap shall be included in the contract bid item.

SECTION 710 - ASPHALT CONCRETE

710.1 GENERAL:
(revise to include the following)

The asphaltic concrete designation shall be 3/4 inch, except as required by the project plans or Special Provisions.

End of Document

JOB ORDER CONSTRUCTION CONTRACT
#2025-214
(Under Job Order Services Master Contract 2020-100)

City of Flagstaff, Arizona
and
Loven Contracting, Inc

This Job Order Construction Contract ("Contract") is made and entered into this 7 day of May, 2025, by and between the City of Flagstaff, a political subdivision of the state of Arizona ("Owner"), and **Loven Contracting, Inc**, an Arizona corporation, with offices at 1100 South Pinnacle Street, Flagstaff, AZ 86001 ("Contractor"). Owner and Contractor may be referred to each individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner desires to obtain Job Order Contracting (JOC) for **Vertical Construction** services ("Services"); and

B. Contractor has available and offers to provide personnel and materials necessary to accomplish the work and complete the Project as described in the Scope of Work within the required time in accordance with the calendar days included in this Contract.

NOW, THEREFORE, the Owner and Contractor agree as follows:

1. Scope of Work. Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services, and facilities for the **City of Flagstaff Public Library Window Replacement: Labor, Equipment, and Ancillary Materials Proposal #2025-214** ("Project"). The Project scope is specific to the attached Special Provisions ("Exhibit A"). Contractor shall construct the Project for the Owner in a good, workmanlike and substantial manner and to the satisfaction of the Owner through its engineers and under the direction and supervision of the City Engineer or his properly authorized agents ("Engineer"), including but not limited to project managers and project engineers. Contractor's work shall be strictly pursuant to and in conformity with the Contract.

1.1 A Pre-Construction Conference will be held with the successful Contractor after the Notice of Award is issued. The date and time of the Conference will be agreed upon between Contractor and the Engineer at a location identified by the Owner. The purpose of the Conference is to outline specific construction items and procedures that the Owner feels require special attention on the part of Contractor. Contractor may also present any variations in procedures to improve the workability of the Project, reduce the cost, or reduce inconvenience to the public. Contractor shall submit a written proposal at this Conference outlining intended plans for pavement replacement, maintaining continuous access to residences and businesses along the construction site, and traffic control.

2. Contract; Ownership of Work. Contractor shall furnish and deliver all of the materials and perform all of the work in accordance with this Contract; Construction Plans ("Plans"); Special Provisions; the City of Flagstaff Engineering Design and Construction Standards and Specifications; the latest version of the Maricopa Association of Governments ("MAG")

Specifications for Public Works Construction and City Revisions of MAG Standard Specifications for Public Works Construction ("Exhibit B"); and any Arizona Department of Transportation ("ADOT") Standards that may be referenced on the Plans or in the specifications, incorporated in this Contract by reference, plans, and associated documents. All provisions of the Invitation for Construction Bids, Performance Bond, Payment Bond, Certificates of Insurance, Addenda, Change Orders, and Field Orders, if any, are hereby incorporated into this Contract. All materials, work, specifications, and plans shall be the property of the Owner.

The following exhibits are incorporated by reference and are expressly made a part of this Contract:

2.1	Specifications (Scope & Cost Estimation) 2	Exhibit A
2.2	Revisions of MAG Standard Specifications for Public Works Construction ("Flagstaff Addendum to MAG")	Exhibit B

3. Payments. In consideration of the faithful performance of the work described in this Contract, the Owner shall pay an amount not to exceed Total Contract Amount of **one million two hundred fifty-eight thousand thirty-seven dollars and thirty-two cents ($1,258,037.32)** to Contractor for work and materials provided in accordance with the Specifications (Scope & Cost Estimation), which amount includes all federal, state, and local taxes, as applicable. This amount shall be payable through monthly progress payments, subject to the following conditions:

3.1 Contractor shall promptly submit to the Owner all proper invoices necessary for the determination of the prices of labor and materials;

3.2 The Engineer shall have the right to finally determine the amount due to Contractor;

3.3 Monthly progress payments shall be made by the Owner, on or before fourteen (14) calendar days after the receipt by the Owner of an approved estimate of the work completed;

3.4 Contractor agrees that title to materials incorporated in the work, and stored at the site, shall vest with the Owner upon receipt of the corresponding progress payment;

3.5 The remainder of the Contract price, after deducting all such monthly payments and any retention, shall be paid within sixty (60) days after final acceptance of completed work by the Owner. The release of retention or alternate surety shall be made following the Owner's receipt and acceptance of: Contractor's Affidavit Regarding Settlement of Claims, Affidavit of Payment, Consent of Surety for Final Payment, and Unconditional Full and Final lien waivers from all subcontractors and suppliers who have filed an Arizona Preliminary Twenty Day Lien Notice in accordance with A.R.S. §§ 33-992.01 and 33-992.02.

4. Time of Completion. Contractor agrees to complete all work as described in this Contract within **three hundred sixty-five (365) calendar days** from the date of the Owner's Notice to Proceed, free of all liens, claims, and demands of any kind for materials, equipment, supplies, services, labor, taxes, and damages to property or persons, in the manner and under the conditions specified within the time or times specified in this Contract.

5. Performance of Work. All work covered by this Contract shall be done in accordance with the latest and best accepted practices of the trades involved. The Contractor shall use only skilled craftsmen experienced in their respective trades to prepare the materials and to perform the work.

6. Acceptance of Work; Non-Waiver. No failure of the Owner during the progress of the work to discover or reject materials or work not in accordance with this Contract shall be deemed an acceptance of, or a waiver of, defects in work or materials. No payment shall be construed to be an acceptance of work or materials which are not strictly in accordance with the Contract.

7. Delay of Work. Any delay in the performance of this Contract due to strikes, lockouts, fires, or other unavoidable casualties beyond the control of Contractor and not caused by any wrongful act or negligence of Contractor shall entitle Contractor to an extension of time equal to the delay so caused. Contractor shall notify the Owner in writing specifying such cause within twenty-four (24) hours after its occurrence. In the event such delay is caused by strikes, lockouts, or inability to obtain workmen for any other cause, the Owner shall have the right but shall not be obligated to complete the work on the same basis as is provided for in this Contract.

8. Failure to Complete Project in Timely Manner. If Contractor fails or refuses to execute this Contract within the time specified within this Contract, or such additional time as may be allowed, the proceeds of Contractor's performance guaranty shall become subject to deposit into the Treasury of the municipality as monies available to compensate the Owner for damages as provided by A.R.S. § 34-201 for the delay in the performance of work under this Contract, and the necessity of accepting a higher or less desirable bid from such failure or refusal to perform this Contract as required. If Contractor has submitted a certified check or cashier's check as a performance guaranty, the check shall be returned after the completion of this Contract.

9. Labor Demonstration. It is understood that the work covered by this Contract is for the Owner's business purposes and that any unfavorable publicity or demonstrations in connection with the work will have a negative effect upon the Owner. If Contractor's actions in performance of the Contract result in any public demonstration on behalf of the laborers or organized labor in the vicinity of the Owner's premises, whether such demonstration is in the form of picketing, posting of placards or signs, violence, threats of violence, or in any other form, which in the Owner's judgment might convey to the public the impression that the Owner or the Contractor or any subcontractor is unfair to laborers or to organized labor, the Owner shall have the right to terminate this Contract immediately, unless the Contractor shall have caused such demonstration to be discontinued within two (2) days after request of the Owner to do so. In the event any such demonstration is attended by violence, the Owner may fix lesser time within which a discontinuance shall be accomplished. In the event of Contract termination, Contractor agrees to remove from the Premises within twenty-four (24) hours of termination all machinery, tools, and equipment belonging to it or to its subcontractors. All obligations or liabilities of the Owner to Contractor shall be discharged by such termination, except the obligation to pay to Contractor a portion of the Contract price representing the value based upon the Contract prices of labor and materials incorporated in the work as established by the Owner, less the aggregate of all previous payments, but subject to all of the conditions pertaining to payments generally.

10. Material Storage. During the progress of the work, the Contractor shall arrange for office facilities and for the orderly storage of materials and equipment. Contractor shall erect any

temporary structures required for the work at his or her own expense. Contractor shall at all times keep the premises reasonably free from debris and in a condition which will not increase fire hazards. Upon completion of the work, Contractor shall remove all temporary buildings and facilities and all equipment, surplus materials, and supplies belonging to Contractor. Contractor shall leave the Premises in good order, clean, and ready to use by the Owner. The establishment of any temporary construction yard, material storage area, or staging area to be located within City of Flagstaff limits and outside the public right-of-way or Project limits generally requires a Temporary Use Permit. (See Exhibit B, Section 107.2.1.).

11. Maintenance During Winter Suspension of Work.

11.1 A "Winter Shutdown" is the period of time typically including December through March during which no work will be performed by any person or entity (including but not limited to Contractor) on the Project and Contractor shall shutdown, properly insulate, and shelter the Project in a safe and workmanlike manner pursuant to local, state, and federal laws. Although December through March is typically the time frame, the Owner reserves the right to initiate and terminate a Winter Shutdown at the Owner's sole discretion in the event of adverse weather conditions. A Winter Shutdown may be declared by the Owner despite delays, *for any reason,* on the Project. The Owner retains the right to declare a Winter Shutdown. If work has been suspended due to winter weather, Contractor shall be responsible for maintenance and protection of the improvements and of partially completed portions of the work until final acceptance of the Project. Winter Shutdown shall be by field order, change order, or original contract. If repairs and/or maintenance are needed during the Winter Shutdown, Contractor is required to perform the repairs and/or maintenance within twenty-four (24) hours of notification from the Owner. If the needed repairs and/or maintenance are not addressed within the time frame, the Owner will accomplish the work and deduct the cost from monies due or that become due to Contractor.

11.2 The Owner shall provide snow removal operations on active traffic lanes only during the Winter Shutdown. All other snow removal and maintenance operations shall be the responsibility of Contractor during the Winter Shutdown. All costs associated with snow removal and proper disposal shall be considered incidental to the work including repair of temporary surface improvements due to normal wear and snow removal operations during the Winter Shutdown.

12. Assignment. Contractor shall not assign this Contract, in whole or in part, without the prior written consent of the Owner, and no delegation of any duty of Contractor shall be made without prior written consent of the Owner. The Owner shall not unreasonably withhold consent to such assignment. Contractor agrees that any assignment agreement between Contractor and the assignee shall include and subject to the assignee all obligations, terms, and conditions of this Contract and that Contractor shall also remain liable under all obligations, terms, and conditions of this Contract.

13. Notices. Any notices or demands required to be given, pursuant to the terms of this Contract, may be given to the other Party in writing, delivered in person, sent by facsimile transmission, emailed, deposited in the United States mail, postage prepaid, or deposited with any commercial air courier or express service at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph. However, notices of termination, notices of default, and any notice regarding

warranties shall be sent via registered or certified mail, return receipt requested, at the address set forth below ***and*** to legal counsel for the Party to whom the notice is being given.

If to Owner:
Emily Markel
Purchasing Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, AZ 86001
emarkel@flagstaffaz.gov

If to Contractor:
Jon Hansen
President
Loven Contracting, Inc.
1100 South Pinnacle Street
Flagstaff, Arizona 86001
jhansen@lovencontracting.com

With a Copy to:
Adam Miele. P.E.
Airport Programs Manager
City of Flagstaff
6200 S. Pulliam Dr. Ste. 204
Flagstaff, AZ 86005
AMiele@flagstaffaz.gov

14. Contract Violations. In the event that any of the provisions of this Contract are violated by Contractor or by any of Contractor's subcontractors, the Owner may serve written notice upon Contractor and the Surety of its intention to terminate such Contract ("Notice to Terminate"). The Contract shall terminate within five (5) days of the date Contractor receives the Notice to Terminate, unless the violation ceases and Contractor makes arrangements for correction satisfactory to the Owner. In the event of any such termination, the Owner shall immediately serve notice of the termination upon the Surety by registered mail, return receipt requested. The Surety shall have the right to take over and perform the Contract. If the Surety does not commence performance within ten (10) days from the date of receipt of the Owner's notice of termination, the Owner may complete the work at the expense of Contractor, and Contractor and his or her Surety shall be liable to the Owner for any excess cost incurred by the Owner to complete the work. If the Owner completes the work, the Owner may take possession of and utilize such materials, appliances, and plants as may be on the worksite site and necessary for completion of the work.

15. Termination for Convenience. The Owner may terminate this Contract at any time for any reason by giving at least **thirty (30) days** written notice to Contractor. If termination occurs under this Section, Contractor shall be paid fair market value for work completed by Contractor as of the date of termination. The Parties agree that fair market value shall be determined based on Contractor's Specifications (Scope & Cost Estimation), less any work not yet completed by Contractor as of the date the written notice of termination is given to Contractor.

16. Contractor's Liability and Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, save, and hold harmless the City of Flagstaff and its officers, officials, agents, and employees ("Indemnitee") from and against liabilities, damages, losses, and costs, including reasonable attorneys' fees, but only to the extent caused by the recklessness or intentional wrongful conduct of Contractor, subcontractor, or design professional, or other persons employed or used by Contractor, subcontractor, or design professional in the performance of the Contract. The amount and type of insurance coverage requirements set forth in

this Contract (Exhibit B, Section 103.6) will in no way be construed as limiting the scope of the indemnity in this paragraph.

17. Non-Appropriation. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the Owner to meet the Owner's obligations under this Contract, the Owner will notify Contractor in writing of such occurrence, and this Contract will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Contract are exhausted. No payments shall be made or due to the other Party under this Contract beyond these amounts appropriated and budgeted by the Owner to fund the Owner's obligations under this Contract.

18. Amendment of Contract. This Contract may not be modified or altered except through a formal written amendment or a written change order, approved by the Owner's Change Order Committee, signed by duly authorized representatives of the parties, which directs Owner or Contractor, to make alterations to the original Contract.

19. Subcontracts. Contractor shall not enter into any subcontract, or issue any purchase order for the completed work, or any substantial part of the work, unless in each instance, prior written approval shall have been given by the Owner. Contractor shall be fully responsible to the Owner for acts and omissions of Contractor's subcontractors and all persons either directly or indirectly employed by them.

20. Cancellation for Conflict of Interest. This Contract is subject to the cancellation provisions of A.R.S. § 38-511.

21. Compliance with All Laws. Contractor shall comply with all applicable laws, statutes, ordinances, regulations, and governmental requirements in the performance of this Contract.

22. Employment of Aliens. Contractor shall comply with A.R.S. § 34-301, which provides that a person who is not a citizen or ward of the United States shall not be employed upon or in connection with any state, county, or municipal public works project.

24. Contractor's Warranty. Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A, Verification of Employment Eligibility. Contractor shall not employ aliens in accordance with A.R.S. § 34-301, Employment of Aliens on Public Works Prohibited. Contractor acknowledges that pursuant to A.R.S. § 41-4401, Government Procurement; E-Verify Requirement; Definitions, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract, and that the Owner retains the legal right to inspect the papers of any employee who works on the Contract to ensure compliance with this warranty.

25. Jurisdiction and Venue. This Contract shall be administered and interpreted under the laws of the State of Arizona. Contractor hereby submits itself to the original jurisdiction of those courts located within Coconino County, Arizona.

26. Attorneys' Fees. If suit or action is initiated in connection with any controversy arising out of this Contract, the prevailing party shall be entitled to recover in addition to costs such sum as the

court may adjudge reasonable as attorney fees, or in event of appeal as allowed by the appellate court.

27. Time is of the Essence. Contractor acknowledges that the completion of the Contract by the dates specified is critical to the Owner, time being of the essence of this Contract.

28. No Third-Party Beneficiaries. The Parties acknowledge and agree that the terms, provisions, conditions, and obligations of this Contract are for the sole benefit of, and may be enforceable solely by, the Parties to this Contract, and none of the terms, provisions, conditions, and obligations of this Contract are for the benefit of, or may be enforced by, any person or entity not a party to this Contract.

29. Headings. The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Contract.

30. Severability. If any part of this Contract is determined by a court to be in conflict with any statute or constitution or to be unlawful for any reason, the Parties intend that the remaining provisions of this Contract shall remain in full force and effect unless the stricken provision leaves the remaining Contract unenforceable.

31. Records. The Owner and its employees, agents, and authorized representatives shall have the right at all reasonable times and during all business hours to inspect and examine Contractor's records related to this Contract. Contractor shall retain all records related to this Contract for a period consistent with the City of Flagstaff's records retention policy. This record retention requirement shall remain in effect following termination of the Contract.

32. Force Majeure.

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

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

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

33. 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 ($100,000.00), 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.

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

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

36. 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.

(REMAINDER OF PAGE INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the Owner and Contractor, by their duly authorized representatives, have executed this Contract as of the date written above.

(Please sign in blue ink. Submit original signatures – photocopies not accepted)

Owner, City of Flagstaff

Greg Clifton, City Manager
Greg Clifton signed on 5/7/2025 2:46:00 PM

Attest:

City Clerk
Stacy Saltzburg signed on 5/7/2025 4:48:06 PM

Approved as to form:

City Attorney
Christina Kinnear signed on 5/7/2025 1:34:11 PM

Loven Contracting, Inc.

Signature

Jon Hansen
Printed Name

President
Title

Last Updated November 13, 2023

CITY OF FLAGSTAFF, ARIZONA
PAYMENT BOND

PROJECT NAME: COF Public Library Window Replacement: Labor, Equipment, and Ancillary Materials Proposal
PROJECT NUMBER: #2025-214

STATUTORY PAYMENT BOND PURSUANT TO TITLE 34
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the "Principal"), as Principal, and, _____ _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ (hereinafter called the "Surety"), as Surety, are held and firmly bound unto the City of Flagstaff, Arizona (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 this _____ day of_____, 20___, to the City of Flagstaff, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

Now, therefore, the condition of this obligation is such, that if the Principal promptly pays all monies due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in the Contract, this obligation is void. Otherwise, it remains in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions, and limitations of said Title and Chapter, to the same extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____ 20___.

_____	_____
Principal (Seal)	Surety (Seal)
By: _____	By: _____
_____	_____
Agency of Record	Agency Address

Last Updated November 13, 2023

CITY OF FLAGSTAFF, ARIZONA
PERFORMANCE BOND

PROJECT NAME: COF Public Library Window Replacement: Labor, Equipment, and Ancillary Materials Proposal
PROJECT NUMBER: #2025-214

STATUTORY PERFORMANCE BOND PURSUANT TO TITLE 34
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____

(hereinafter called the "Principal"), as Principal, and, _____

_____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____

(hereinafter called the "Surety"), as Surety, are held and firmly bound unto the City of Flagstaff, Arizona (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 this ____day of _____, 20__ in the City of Flagstaff, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

Now, therefore, the condition of this obligation is such, that if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions, and agreements of the Contract during the original term of the Contract and any extension of the Contract, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions, and agreements of all duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, the above obligation is void. Otherwise, it remains in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title and Chapter, to the extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____20__.

_____	_____
Principal (Seal)	Surety (Seal)
By: _____	By: _____
_____	_____
Agency of Record	Agency Address

Last Updated November 13, 2023

LOVEN CONTRACTING
BUILDING RELATIONSHIPS SINCE 1985

January 9th ,2025

Mr. Adam Miele, P.E.
Airport Programs Manager
City of Flagstaff
6200 S Pulliam Dr. Ste 204
Flagstaff AZ 86005

RE: City of Flagstaff Library Window Replacement : **Labor, Equipment, and Ancillary Materials Proposal.**

Dear Mr. Miele,

The following is a description of work and budget for the select window replacement at the Public Library located at 300 W Aspen Ave in Flagstaff. The scope of services is based on Plans and Project Manual provided by Wiss, Janney, Elstner Associates Inc. dated 04/01/22 and design meeting minutes during the design period.

Division 01: General Conditions

Loven Contracting will include the following as part of the General Conditions package:

1. Payment and performance bonds.
2. All necessary project management including full time on-site supervision for the proposed construction.
3. Site maintenance personnel, temporary sanitary facilities, and construction waste dumpsters.
4. Temporary ground and landscape protection including dunnage.
5. Construction cleaning after project completion.
6. Dust containment at immediate construction areas.
7. Includes general liability insurance, workman's -compensation and builder's risk.
8. The project schedule is estimated for 14 weeks of onsite construction and is to be completed in one phase.

Division 02: Existing Conditions

1. Hazardous materials testing is included for lead and asbestos in the paint, joint compound and mortar or grout.
2. Remove and dispose of existing sealants at windows that are to be replaced.
3. Remove and dispose of existing drywall affecting window replacement.
4. Remove and dispose of select windows per plan.

Division 04: Masonry

1. $20,000.00 is budgeted for masonry repair and touch ups to the grout and stucco surrounding the windows.

Division 07: Thermal and Moisture Protection

1. Material, equipment, and labor for joint sealants, primers and backers to be applied per construction details.
2. Installation of self-adhering ***(SA)*** Membrane to wrap opening including end dams prior to window installation.
3. Installation of stainless-steel brake metal flashing at the exterior side of the new windows only.

Division 08: Openings

1. Installation of 126 new grade AW-40 Aluminum windows by Kawneer of various sizes per construction documents and procured under separate proposal.
   a. New windows to have capillary tubes or other provisions to equalize pressure for high elevation application.
   b. Low E film to be installed on the inside face of the outer glass.
   c. Overall insulated glass unit thickness to be 1".
   d. Aluminum sash and frames to be pre-finished at factory with 2 coat bronze fluoropolymer coating.

Division 09: Finishes

1. Drywall
   a. Furnish & install new drywall around affected windows as required.
   b. Appropriate seam tape and corner bead as needed, blend and match existing finish.
2. Interior painting
   a. Paint the entire interior wall where window replacement and drywall repair occur.
   Note: Exact match of interior finishes such as color, sheen, or texture is not guaranteed.

Division 12: Furnishings

1. 80 labor hours to move and replace furnishings such as portable or rolling shelving and furniture is included. Top shelf books or other FF&E items that me be vulnerable or exposed will be temporarily moved and replaced when construction is complete in that phased section.
   Note: Built in shelving units with books and fixed furniture are to remain in place and be covered with plastic sheathing.

Division 32: Exterior improvements

1. $5,000.00 is budgeted for landscape repair due to construction activities.

Clarifications, exclusions:

1. Any work not specifically stated above including any unforeseen conditions are not included.
2. Procurement of windows, window receptor systems, and stainless-steel flashings is not included.
3. Abatement, handling or disposal of any hazardous materials is not included.

4. Phasing to the extent of demobilizing or remobilizing is not included.
5. Security systems are not included.
6. Access control removal, repair or programming is not included.
7. Drywall repair beyond that which is directly affected by window replacement is not included.
8. Ceiling repair or repainting is not included.
9. Wooden sill restoration, repair, or replacement interior or exterior is not included.
10. Sealants, repair or restoration of windows not being replaced is not included.
11. Exterior stone, wood, stucco or siding work of any kind is not included.
12. Window screens and, or window coverings of any kind are not included.
13. STC Rated Glass is not included.
14. Fire rated glazing is not included.
15. NFRC/AAMA Labels are not included.

The proposed budget does not include contingency funds or allowances for final project buyout, material increases, unforeseen conditions or added scope during construction.

Loven Contracting appreciates the opportunity to respectfully submit this construction proposal for review with a proposed construction budget of **$ 1,258,037.32**

Thank you,

Randy Dickhaut
Preconstruction Project Manager
Loven Contracting

LOVEN CONTRACTING™
BUILDING RELATIONSHIPS SINCE 1985

PROJECT NAME:	COF Library Windows Installation
PROJECT NUMBER:	24-302-04
LAST UPDATED:	1.9.25
OWNER(S):	COF
DURATION:	14.0000 weeks
SQUARE FOOTAGE:	NA

DIVISION 00-PRE-CONSTRUCTION			
DIVISION PHASE CODE	**CATEGORY DESCRIPTION**	**NOTES/SCOPE**	**BASE BUDGET**
002404	Pre-Con Project Manager		$ 840.00
	00-Pre-Construction Total		**$ 840.00**
DIVISION 01-GENERAL CONDITIONS			
DIVISION PHASE CODE	**CATEGORY DESCRIPTION**	**NOTES/SCOPE**	**BASE BUDGET**
013102	Senior Project Manager		$ 1,840.00
013103	Project Manager		$ 11,760.00
013104	Senior Superintendent		$ 59,360.00
013105	Project Engineer		$ 9,184.00
	01-General Conditions Total		**$ 82,144.00**
DIVISION 01A- GENERAL REQUIREMENTS			
DIVISION PHASE CODE	**CATEGORY DESCRIPTION**	**NOTES/SCOPE**	**BASE BUDGET**
012100	Ground Protection	Dunnage misc	$ 5,000.00
014126	Permit Requirements	Street / Building	$ 5,000.00
015213	Temporary Field Office	3 months	$ 2,030.00
015214	Temporary Foreman	Dunnage misc	$ 7,392.00
015215	Temporary Carpenter	Dunnage misc	$ 14,976.00
015216	Temporary Safety Material		$ 2,500.00
015219	Temporary Sanitary		$ 1,950.00
015400	Temporary Construction Aids/Rental	2-65' booms ,90 days	$ 25,973.92
015526	Traffic Control	Allowance	$ 1,000.00
015616	Temporary Dust Barriers	12 areas	$ 2,000.00
015617	Dust Barrier Carpenter		$ 14,976.00
015623	Temporary Barricades	pedestrian	$ 2,000.00
015629	Protective Walkways	1000 lin ft	$ 3,000.00
015630	Protective Walkways Carpenter		$ 6,240.00
015813	Temporary Project Signage		$ 250.00
017416	Site Maintenance	2 Scissors 3 months	$ 17,871.22
017419	Construction Waste Disposal	window disposal	$ 1,650.00
017423	Final Cleaning	LCI	$ 4,992.00
017719	Closeout Requirements		$ 840.00
	01A-General Requirements Total		**$ 119,641.14**
DIVISION 02 - EXISTING CONDITIONS			
DIVISION PHASE CODE	**CATEGORY DESCRIPTION**	**NOTES/SCOPE**	**BASE BUDGET**
024100	Demolition	rough opening misc mat	$ 5,000.00
024105	Demolition Carpenter	remove + rough opening square	$ 31,824.00
022623	Hazardous Materials Assessment	Test WTI	$ 3,000.00
	02-Existing Conditions Total		**$ 39,824.00**
DIVISION 04 - MASONRY			
DIVISION PHASE CODE	**CATEGORY DESCRIPTION**	**NOTES/SCOPE**	**BASE BUDGET**
044300	Stone Masonry	Masonry sill	$ 20,000.00
	04-Masonry Total		**$ 20,000.00**
DIVISION 06 - WOODS, PLASTICS + COMPOSITES			

DIVISION PHASE CODE	CATEGORY DESCRIPTION	NOTES/SCOPE	BASE BUDGET
062000	Finish Carpentry	trim mods	$ 1,000.00
062005	Finish Carpentry Carpenter	^	$ 8,736.00
	06-Woods, Plastics and Composites Total		**$ 9,736.00**
DIVISION 07 - THERMAL AND MOISTURE PROTECTION			
DIVISION PHASE CODE	**CATEGORY DESCRIPTION**	**NOTES/SCOPE**	**BASE BUDGET**
076000	Flashing + Sheet Metal	Classic Roofing	$ 25,455.60
	07-Thermal and Moisture Protection Total		**$ 25,455.60**
DIVISION 08 - OPENINGS			
DIVISION PHASE CODE	**CATEGORY DESCRIPTION**	**NOTES/SCOPE**	**BASE BUDGET**
085000	Windows- no screens	Walters wolf	$ 696,492.00
	08-Openings Total		**$ 696,492.00**
DIVISION 09 - FINISHES			
DIVISION PHASE CODE	**CATEGORY DESCRIPTION**	**NOTES/SCOPE**	**BASE BUDGET**
092900	Gypsum Board & Paint	Ignace	$ 22,890.24
099100	Painting	BZ	$ 44,464.76
	09-Finishes Total		**$ 67,355.00**
DIVISION 12 - FURNISHINGS			
DIVISION PHASE CODE	**CATEGORY DESCRIPTION**	**NOTES/SCOPE**	**BASE BUDGET**
122000	relocate furnishings		$ 6,240.00
	12-Furnishings Total		**$ 6,240.00**

ESTIMATE SUMMARY			
			BASE BUDGET
Subtotal			**$ 1,067,727.74**
Insurance	**1.55%**		**$ 16,549.78**
Overhead	**4.50%**		**$ 48,792.49**
Construction Fee	**5.00%**		**$ 56,653.50**
Builder's Risk			**$ 500.00**
Bond			**$ 20,592.00**
Sales Tax	**6.00%**		**$ 47,221.81**
Total Estimate			**$ 1,258,037.32**

CITY OF FLAGSTAFF
AMENDMENTS
to
MAG STANDARD SPECIFICATIONS
FOR PUBLIC WORKS CONSTRUCTION
(General Provisions)

The
MAG UNIFORM STANDARD SPECIFICATIONS
for
PUBLIC WORKS CONSTRUCTION
is hereby amended to include the following:

PART 100 - GENERAL CONDITIONS

SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS

102.1 ELIGIBILITY AND PREFERENCE:
(revise to include the following)

If requested by the City, a Bidder shall furnish satisfactory evidence of the Bidder's competency to perform the proposed work. Such evidence of competency, unless otherwise specified, shall consist of statements covering the Bidder's experience on similar work, a list of equipment that would be available for the work and a list of key personnel that would be available.

In addition, if requested, a Bidder shall furnish the City of Flagstaff with satisfactory evidence of the Bidder's financial responsibility. Such evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the Bidder's financial resources and liabilities as of the last calendar year or the contractor's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the Bidder shall further certify whether the Bidder's financial responsibility is approximately the same as stated or reported by the public accountant. If the Bidder's financial responsibility has changed, the Bidder shall qualify the public accountant's statement or report to reflect the Bidder's true financial condition at the time such qualified statement or report is submitted to the City of Flagstaff.

The Bidder shall submit such "evidence of competency" and "evidence of financial responsibility" to the City of Flagstaff no later than five (5) working days after receipt of a written request by the City of Flagstaff.

Each bidder, contractor and subcontractor shall possess and maintain the appropriate contractor's license for the work included in this contract. The appropriate license shall be as required by the Arizona State Registrar of Contractors and as required by Arizona Revised Statutes Chapter 10, Title 32.

102.2 CONTENTS OF PROPOSAL PAMPHLET:
(revise to include the following)

The Plans, Specifications and other Documents designated in the Contract Documents shall be considered a part of the Contract whether attached or not.
The City of Flagstaff reserves the right to refuse to issue a proposal form or accept a proposal form from a prospective Bidder if they are in default for any of the following reasons:

(A) Failure to comply with any prequalification regulations of the City of Flagstaff, if such regulations are cited or otherwise included in the Proposal as a requirement for bidding;

(B) Failure to pay or satisfactorily settle all bills due for labor and materials on former contracts in force (with the City of Flagstaff) at the time the City of Flagstaff issues the Proposal to a prospective Bidder;

(C) Contractor, as a company owner, has defaulted under previous contract(s) with the City of Flagstaff in the prior five calendar years;

(D) Record of unsatisfactory work on previous contract(s) with the City of Flagstaff in the prior five calendar years.

102.2 CONTENTS OF PROPOSAL PAMPHLET:
(third paragraph, revise last sentence to read as follows)

The work embraced herein shall be done in accordance with the requirements of:

City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction (General Provisions).

City of Flagstaff (City) Engineering Standards (Current Version and adopted revisions).

Maricopa Association of Governments (MAG), *Uniform Standard Specifications for Public Works Construction*, Current Version (MAG Specifications).

MAG *Standard Details for Public Works Construction,* Current Version and adopted revisions (MAG Details).

Arizona Department of Transportation (ADOT) Standard Specifications for Road and Bridge Construction, Current Version and adopted revisions.

In the case of conflict, the following order of precedence shall govern:

1. Special Provisions
2. Construction Plans and Addenda
3. General Provisions and MAG Revisions
4. City of Flagstaff Standards and Specifications
5. MAG Standards and Specifications
6. ADOT Standards and Specifications
7. FHWA Manual of Uniform Traffic Control Devices

102.4 EXAMINATION OF PLANS, SPECIAL PROVISIONS AND SITE OF WORK:
(revise to include the following)

Before submitting a bid, each bidder shall examine the site and obtain information that pertains to the physical conditions of the site that may affect the cost, progress or performance of the work. Any restrictions or difficulties relating to the completion of the work shall be considered in accordance with the terms and conditions of the contract documents.

102.7 IRREGULAR PROPOSALS:
(revise to include the following)

The City of Flagstaff reserves the right to reject any irregular Proposal and the right to waive technicalities for acceptance of Proposals, if such waiver is in the best interest of the City of Flagstaff and conforms to local laws and ordinances pertaining to the letting of construction contracts. Proposals shall be considered irregular for the following additional reasons:

(A) If the Proposal contains unit prices that are obviously unbalanced.

(B) If the Proposal is not accompanied by the proposal guaranty specified by the City.

102.12 DISQUALIFICATION OF BIDDERS:
(revise to include the following)

A Bidder shall also be considered disqualified if the Bidder is considered in default for any reason specified in Subsection 102.2 as amended by this MAG Amendment.

102.13 SUCCESSFUL BIDDERS:
(revise paragraph to read as follows)

The City of Flagstaff shall provide six (6) sets of plans and Contract Documents at no cost. A direct expense fee shall be charged for any additional copies.

SECTION 103 - AWARD AND EXECUTION OF CONTRACT

103.6 CONTRACTOR'S INSURANCE:

103.6.1 GENERAL:
(revise subsection to read as follows)

The Contractor and its Subcontractors, at Contractor's and Subcontractors' own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, 7, or approved by the City. The insurance company shall be licensed in the State of Arizona. Policies and forms shall be satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work and/or services required to be performed, under the terms of the Contract, are satisfactorily completed and formally accepted. At the sole discretion of the City, failure to do so may constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the City. Any insurance or self-insurance maintained by the City shall not contribute to it.

Contractor shall not fail to comply with the claim reporting provisions of the insurance policies or cause a breach of any insurance policy warranty that would affect coverage afforded under insurance policies to protect the City.

The insurance policies (except Worker's Compensation) shall contain a waiver of transfer of rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retentions, and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt 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.

Except for Worker's Compensation, the insurance policies, required by this Contract shall name the City, its agents, representatives, officers, directors, officials and employees as additional insureds.

Required Coverage

A. COMMERCIAL GENERAL LIABILITY

The Contractor shall maintain Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence with a $2,000,000 Products/Completed Operations Aggregate and a $2,000,000 General Aggregate Limit. The Policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision, which would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Contractor's operations and products and completed operations.

B. OWNERS AND CONTRACTOR'S PROTECTIVE LIABILITY

The Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Work or Contractor's operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than $1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

C. AUTOMOBILE LIABILITY

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to the Contractor's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off-loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and $5,000,000 per accident limits for bodily injury and property damage shall apply.

D. WORKER'S COMPENSATION

The Contractor shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statues having jurisdiction of Consultant's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of the Contractor.

E. BUILDER'S RISK (PROPERTY) INSURANCE (AS REQUIRED)

When the project includes construction of a new building, an addition to an existing building, modifications to an existing building, or as otherwise may be required by the contracting agency, the Contractor shall purchase and maintain, on a replacement cost basis, Builder's Risk insurance in the amount of the initial Contract Amount as well as subsequent modifications thereto for the entire work at the site. At a minimum, the policy limits of such insurance shall be equal in face amount to the full Contract Amount. Such Builder's Risk insurance shall be maintained until final payment has been made or until no person or entity other than the City has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of the City, the Contractor, and all Subcontractors and Sub-Subcontractors in the work during the life of the Contract and course of construction, and shall continue until the work is completed and accepted by the City. For new construction projects, the Contractor agrees to assume full responsibility for loss or damage to the work being performed and to the buildings under construction. For renovation construction projects, the Contractor agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract Amount, unless otherwise required by the Contract Documents or amendments thereto.

Builder's Risk insurance shall be on an all-risk policy form and shall cover false work and temporary buildings. Builder's Risk insurance shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements and shall cover reasonable compensation for Architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract.

Builder's Risk insurance must provide coverage from the time any covered property becomes Contractor's control and/or responsibility, and continue without interruption during construction or renovation or installation, including any time during which the covered property is being

transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof is occupied. Builder's Risk insurance shall be primary and not contributory.
If the Contract requires testing of equipment or other similar operations, at the option of the City, the Contractor will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy.

Required coverage may be modified by an amendment to the Contract Documents.

CERTIFICATES OF INSURANCE

Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policies required by this contract are written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.
If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid/project number and project name. A $25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

CANCELLATION AND EXPIRATION NOTICE

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days written notice to the City.

SECTION 104 - SCOPE OF WORK

104.1.3 WATER SUPPLY:
(revise to include the following)

Potable water may not be used for major construction activity, such as dust control, soil compaction, or street cleaning. Reclaimed water is available at the Wildcat Hill Wastewater Treatment plant on East Highway 66 and at the south end of Babbitt Drive at the Rio De Flag Water Reclamation Plant. Additional reclaimed water bulk loading sites are located in other areas of the city. The contractor should obtain current locations from the Water Services Department. **Current rates for the**

reclaimed water shall apply. The Contractor is responsible for the cost of construction water and it is considered incidental to the cost of the contract.

Prior to loading, hauling and applying reclaimed water, the Contractor shall be required to obtain the necessary no fee permit at the Wildcat Hill Wastewater Treatment Plant or from the Rio De Flag plant and shall be responsible for complying with all permit and ADEQ requirements regarding the use of reclaimed water.

104.1.4 SPECIAL ACCESS REQUIREMENTS:
(revise to include the following)

The Contractor shall maintain access to all side streets, access roads, driveways, alleys, parking lots and to adjacent properties during their hours of operation. The Contractor shall coordinate with residents and ensure access to all driveways be provided during all non-working hours. Where a property has more than one driveway, no more than one access will be restricted or closed at one time. Should it be necessary to close access to private property, driveways or alley entrances, the closure must be for as short a time as possible and be restored at the end of the work shift. If primary business access cannot be restored, the Contractor shall provide an alternate access, which will be coordinated with the business and pre-approved by the Owner prior to any restrictions being implemented.

104.1.5 SANITATION PICKUP:
When construction activity interferes with pickup, the contractor shall provide for sanitation and recycling vehicle access to the affected properties or relocate the containers where access is acceptable.

104.1.6 EMERGENCY ACCESS:
Street closure information shall be submitted to the City's Project Representative who will forward the information to the Fire Department and Police Department. All notices shall be submitted at least 72 hours in advance of the closures.

104.1.7 POSTAL SERVICE ACCESS:
The contractor shall be responsible for maintaining access for Postal Service within the project area at all times.

104.1.8 SCHOOL BUS ACCESS:
The contractor shall be responsible for maintaining access for bus access within the project area.

104.2 ALTERATION OF THE WORK:

104.2.3 DUE TO EXTRA WORK:
(revise to include the following)

When Allowance and/or Contingency items are provided for in the contract, the funds are encumbered for use at the discretion of the Project Manager. The funds are to cover unanticipated costs to complete items of work not included in the Contract Documents or may be applied to any work deemed necessary by the Owner. Work would include, but not limited to, unanticipated conditions, scope changes, addressing errors or omissions, and/or construction changes that are warranted for project completion consistent with the purpose of the work.

The amount of the allowance item is determined by the City and is not subject to individual bid pricing. The allowance is not part of the bidding process and per the City of Flagstaff Procurement Manual, will be added to the contract amount, if approved by the City Council.

The allowance item provides an estimated funding to cover unforeseen changes that may be encountered and corresponding extra work needed to complete the contract. Any work which is to be paid out of this allowance shall be authorized in writing and approved by Field Order prior to proceeding with the work. Extra work shall be paid for in the following order of precedence:
1.) by extension of unit bid prices, 2.) by negotiated price or 3.) by a time and materials basis in accordance with MAG Section 109.5.

It shall be understood that the amount for this item in the proposal is an estimate only and no guarantee is given that the full amount or any portion thereof will be utilized. It shall not be utilized without first obtaining an approved Field Order signed by the Contractor and the Project Manager.

105.2.1 RECORD DRAWING PREPARATION AND COORDINATION
(revise to include new subsection as follows)

Record drawing preparation shall be the obligation of the Contractor whose purpose is to accurately record and depict the as-built conditions. During the construction phase and prior to backfilling or covering of improvements, the Contractor shall have the work surveyed and recorded for record drawing preparation.

The Contractor shall maintain a redline working copy of the project plans which shall include changes made in construction of the project. The redline copy of the plans shall be updated weekly.

105.2.2 RECORD DRAWING (As-Built Plans)

(revise to include new subsection as follows)

The Contractor shall retain an Arizona licensed civil engineer to record as-built information per Arizona Revised Statute § 32-152. Water and sewer record drawing certification shall comply with ADEQ R18-5-508 (drinking water) and ADEQ R18-9-E301 (sewage collection) requirements for as-built drawings. Unless otherwise noted, the City will complete and submit the Engineer's Certificate of Completion to ADEQ.

Prior to the City's final approval and acceptance of public improvements (sanitary sewer, water, storm sewer, streets) record drawings (as-built plans) must be submitted to the City for review and acceptance per Engineering Standard Specifications.

A redline submittal shall be a .pdf and/or two sets of blue or black line paper sets, copied from the originally approved plan set. Redline submittal will be reviewed by the City and returned with applicable comments. Comments are to be addressed and resubmitted for the City's final approval. A reference checklist is available from the Office of the City Engineer.

Upon City and ADEQ (when applicable) review and approval of the submittal, an electronic .pdf of the plans shall be submitted to the City as a permanent record. All record drawing plan sets shall contain a statement by a licensed professional engineer, currently registered to practice in Arizona, certifying that the drawings are per the as-built condition. The record set requires the seal and signature of the registrant per Arizona Revised Statutes § 32-152. All survey data given by the record drawings shall be performed by a land surveyor who is currently registered in the State of Arizona. Plans must show seal and signature of registrant.

Payment shall be lump sum for all work required to develop the necessary documents, including but not limited to coordination, field inspection, survey, drafting, printing and engineer's seal. The fee shall include as-built information for all record changes within the project area.

SECTION 105 - CONTROL OF WORK

105.8 CONSTRUCTION STAKES, LINES AND GRADES:
(revise entire subsection to read as follows)

The Contractor shall be responsible for all required construction staking, including preconstruction staking for relocation of existing utilities. All construction staking is to be done under the direct supervision of a Registered Land Surveyor or Civil Engineer. All costs associated with this work are to be included in the amount bid for the items of work to which it is incidental or appurtenant. No separate payment will be made for construction staking.

105.10 INSPECTION OF THE WORK

(revise to include the following)

The Contractor is responsible for Quality Control of the work. The City will perform Quality Assurance; frequency of testing will be determined by the City. The Contractor shall be responsible for coordinating and scheduling all inspections of the work and shall confirm that the required inspections and material testing are completed and accepted prior to proceeding with additional work. The Contractor is required to perform the work to a confidence level that the City's Quality Assurance will validate that the work meets specification(s).

105.11 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK:

(revise to include the following)

Any work and/or materials condemned by the Project Manager as inferior or not in compliance with the Contract, Specifications and Plans shall be immediately removed by the Contractor. Materials and/or work so condemned shall be removed and promptly replaced and executed in accordance with the Contract, Specifications and Plans without any expense to the Owner. The Contractor shall bear the expense of making good on all work of other contractors destroyed or damaged by such removal and replacement.

105.12 MAINTENANCE DURING CONSTRUCTION:

(revise to include the following)

The Contractor is responsible to provide adequate drainage for the construction area at all times. Damage to any portion of the work caused by the Contractor's failure to provide adequate drainage of the construction area shall be repaired at the Contractor's expense. A contract time extension will not be granted for any additional time required to make such repairs.

The Contractor shall control open excavations and stockpiling in a manner to prevent water from running into excavations. Obstructions of surface drainage shall be avoided and means shall be provided whereby storm water and wastewater can flow uninterrupted in existing or established pipes, flow courses, other surface drains, temporary drains or channels.

Material for backfill or for protection of excavations within public roads or easements shall be placed and shaped to cause the least possible interference to public travel. In no event shall any flows be allowed to enter private property.

105.16 MAINTENANCE DURING WINTER SUSPENSION OF WORK

(revise to include new subsection as follows)

The City retains the right to declare a winter shutdown, *for any reason*, on the Project including but not limited to adverse weather conditions. A winter shutdown period is typically December through March during which no work will be performed on the Project.

The Contractor shall shutdown, properly insulate and shelter the Project in a safe and workmanlike manner pursuant to local, state and federal laws.

If work has been suspended due to winter weather, the Contractor shall be responsible for maintenance and protection of the improvements and of partially completed portions of the work until final acceptance of the project. Winter suspension shall be by field order, change order or original contract. If repairs and/or maintenance are needed during the suspension, the Contractor is required to perform the repairs and/or maintenance within twenty-four (24) hours of notification from the City. If the needed repairs and/or maintenance are not addressed within the timeframe, the City will accomplish the work and deduct the cost from monies due or become due to the Contractor.

The City shall provide snow removal operations on active traffic lanes only. All other snow removal and maintenance operations shall be the responsibility of the Contractor. All cost associated with snow removal and proper disposal shall be considered incidental to the work including the repair of temporary surface improvements due to normal wear and snow removal operations during the Winter Shutdown.

SECTION 107 - LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

107.1 LAWS TO BE OBSERVED:
(revise to include the following)

(G) TAX EXEMPTION: Certain material, machinery and equipment to be installed in this project is exempt from sales tax or use tax as allowed in Arizona Revised Statutes Section 42-5061, 42-5009 and Section 42-5159 and by the Administrative Rules and Regulations of the Arizona Department of Revenue; ACC R15-5-608, R15-5-120 and R15-5-2314.

The City wishes to rely upon the expertise of the contractor in the purchase of items that qualify for the tax exemption. With respect to purchase of the qualifying items, the Contractor is authorized to act as an agent for the City. This agency agreement is strictly limited to the purchase of the qualifying items to be used in the construction of the project and will not otherwise affect or alter the respective rights, responsibilities and remedies of the parties as specified under this contract. The contractor shall furnish the City a list of suppliers and the material, machinery and equipment

to be furnished by each. The City will then issue the materials and equipment exemption certificate to each supplier pursuant to A.R.S. §42-5009 (A) (2). The contractor's applicable unit bid prices for items qualifying for this tax exemption should not include sales or use tax. The materials, machinery and equipment that are a part of this project and to which the exemption applies are listed below:

1. Pipes, valves and appurtenances four (4) inches in diameter or larger used to transport potable water,
2. Any additional material, machinery or equipment identified in the Special Provisions.

107.2.1 TEMPORARY USE PERMITS:
(revise to include new subsection as follows)

A Temporary Use Permit (and Above Ground Fuel Storage Permit if applicable) is required prior to the establishment of any temporary construction yard, material storage area or staging area located within City limits and outside the public right-of-way or project limits. The Contractor is responsible for obtaining the necessary Temporary Use Permit from the agency with jurisdictional authority.

The time required to process the Temporary Use Permit is approximately twelve (12) calendar days. The Contractor shall submit the necessary permit application no later than ten (10) calendar days following the Notice of Award. Any delays experienced by the Contractor in acquiring the Temporary Use Permit shall not necessarily be grounds for delaying the project Notice to Proceed.

107.2.2 DISPOSAL OF WASTE AND SURPLUS MATERIAL:
(revise to include the following)

All disposal costs, regardless of disposal site, shall be included in the bid unit price for the related item of work and no direct payment will be made for disposal of waste or surplus materials. This right of disposal does not apply to any substance or items that are regarded as toxic and/or hazardous by the City, the State of Arizona or the United States Government.

Alternate disposal sites may be proposed by the Contractor but are subject to all applicable local ordinances and codes. In addition to the property owner's written authorization, all disposal sites within the city limits are subject to review and approval by the Temporary Use Permit process. The disposal of material at alternate disposal sites will not be allowed without written authorization of the owner, approval of the appropriate jurisdictional authority, and the issuance of all necessary permits.

107.2.3 ABOVE GROUND FUEL STORAGE PERMIT:

(revise to include new subsection as follows)

If required, Above Ground Fuel Storage Permits may be obtained from the City of Flagstaff Fire Department, located at 211 West Aspen Avenue, Flagstaff, AZ. The Contractor is responsible for obtaining the permit.

107.5 SAFETY, HEALTH, AND SANITATION PROVISIONS:

107.5.4 HANDLING, REMOVAL AND DISPOSAL OF SURPLUS MATERIAL AND ASBESTOS CONTAINING MATERIALS (ACM)
(revise to include new subsection as follows)

The Contractor is responsible for handling, removal and disposal of all soil material generated by the project as described in the General Provisions.

The City requires compliance with Environmental Protection Agency (EPA), Arizona Department of Environmental Quality (ADEQ) and Occupational Safety and Health Administration (OSHA) asbestos regulations for all City projects.

Utility pipes constructed of materials other than metal or polyvinyl chloride (PVC) require testing prior to any disturbance of the pipes to determine if regulated levels of asbestos are present in the pipe material. Suspect pipe materials requiring testing typically include vitrified clay and cement pipe (transite). Asbestos testing is not required for metal pipes.

City Public Works/Sustainability & Environmental Management staff are available to collect samples and submit the samples for analyses. The City of Flagstaff will provide testing free of charge. If the pipe does not contain regulated levels of asbestos, the contractor may disturb and remove the piping. If utility piping contains regulated levels of asbestos, an asbestos abatement contractor must perform any disturbance/removal of the pipe materials. This is required to ensure workers are not exposed to any asbestos fibers.

Work may require the proper handling, removal and disposal of regulated asbestos piping and materials generated by cutting or breaking the pipe to remove it from the ground. If asbestos containing materials (ACM) removal is necessary on the project, the City of Flagstaff requirements for handling, removal and disposal are as follows:

- If an infrastructure or building material that is not either wood, glass or metal is encountered during the project and has not yet been either assumed or positively identified to be ACM then the material(s) must be sampled in accordance with regulations generated by the EPA Asbestos Hazard and Emergency Response Act (AHERA) 40 CFR 763 as well as OSHA 29 CFR 1910.1101, by a certified AHERA Building Inspector and sent to a National Voluntary Laboratory Accreditation Program (NVLAP) certified laboratory for analysis.

- Once materials of concern are assumed or properly identified to be ACM then material removal is required according to OSHA 29 CFR 1910-1926.1101 by a certified asbestos abatement worker, and NOT a general contractor (GC). However, if the GC holds the appropriate asbestos certifications (AHERA Asbestos Operations and Maintenance), which the City would need to verify is current, then the GC could perform the asbestos abatement.

The City requires the General Contractor arrange for abatement of assumed and/or identified ACM by a certified asbestos abatement contractor and to arrange area and/or clearance air monitoring by a third party certified asbestos consultant. If applicable to the project, copies of abatement activities and air monitoring shall be provided to City of Flagstaff Environmental Management staff.

In the event of large disturbances to ACM, compliance with the National Emission Standards for Hazardous Air Pollutants (NESHAP) 40 CFR 61, Subpart M shall be followed. Notification would be required the Arizona Department of Environmental Quality 10 working days in advance of the start of a large project. This notification is not typically required for utility pipe work, but could be required for a very large project involving numerous saw cuts of utility pipes. http://www.azdeq.gov/environ/air/asbestos/

If ACM removal is necessary on the project, the City of Flagstaff requirements for ACM disposal at the City's Cinder Lake Landfill are as follows:

Only non-friable asbestos waste is accepted for disposal at Cinder Lake Landfill. PRIOR to disposal of non-friable ACM, obtain the necessary forms, which are:

- Non-Friable Asbestos Waste Acceptance Application and accompanying instructions
- Non-Friable Asbestos Waste Shipment Record (WSR)

The Asbestos Waste Acceptance Application is available at the City of Flagstaff's website or by contacting the City of Flagstaff Environmental Management staff. A Waste Shipment Record is required to accompany each load of non-friable asbestos waste taken to the Cinder Lake Landfill.

Assure the non-friable ACM is properly handled and wrapped. Non-friable ACM must be thoroughly wetted using amended water PRIOR to being wrapped in 6-millimeter poly and be tightly sealed with duct tape. If the material is heavy (such as transite pipe), has sharp edges, or may easily puncture the poly wrap, a double layer of poly will be necessary. The Cinder Lake Landfill scale house attendant will inspect the load to ensure it is properly wrapped. Containers holding non-friable ACM shall be carefully unloaded and placed in a designated location. Dumping using a hydraulically lifted bed of a truck is not permitted (dump truck), as the poly wrap may be torn open.

If using a large bin for disposal, attach a copy of the Waste Shipment Record to the disposal bin. If not using a City of Flagstaff disposal bin, make sure the delivery driver takes a copy of the SIGNED Non-Friable Asbestos Waste Acceptance Application and the Waste Shipment Record to the Cinder Lakes Landfill with the waste delivery.

If using a City of Flagstaff disposal bin call City Environmental Services at (928) 774-0668 to schedule a pick-up for the disposal bin. Please be sure to provide the driver with the SIGNED Non-Friable Asbestos Waste Acceptance Application and the Waste Shipment Record and be sure to clarify if you would like the disposal bin emptied and removed, or emptied and returned to the work site. When disposal is completed, the Landfill Manager will sign the Waste Shipment Record and landfill staff will provide or mail a copy of the Waste Shipment Record.

Cutting of utility pipes generates Regulated Asbestos Containing Material (RACM). RACM requires disposal at the Joseph City Landfill or at other landfills located in southern Arizona.

All work relating to the removal and disposal of unknown and unanticipated hazardous materials as described above shall be paid per MAG 109.4.3.

107.8 107 USE OF EXPLOSIVES:

(first paragraph, revise second sentence to read as follows)

The Contractor shall submit a blasting plan for approval and obtain a Blasting Permit from the City of Flagstaff Fire Department, located at 211 W. Aspen Avenue, Flagstaff, Arizona.

(revise to include the following)

The Contractor shall submit a copy of the approved blasting plan to the Project Manager. The plan shall include as a minimum; safety layout, drilling pattern, size and depth of bore, weight and type of charge, delay sequence, contractor's anticipated peak particle velocity at the right-of-way line or nearest structure, and the proposed seismograph locations.

A record of each blast shall be kept and all records including seismograph reports shall be available for inspection. Each record shall provide as a minimum; location, date and time of blast, name of person in charge, number of holes burdened, spacing, diameter and depth of holes, boring logs to determine top of rock, type and total amount of explosives used, direction and distance to nearest building, type of detonators and delay periods used, and exact locations of seismographs.

When blasting operations are to be conducted within 200 feet of a water line, sewer line or other underground utility, the Contractor shall take additional precautionary measures. The Contractor shall also coordinate with Franchise Utilities prior to blasting operations. The Contractor shall notify the owner of the facility a minimum of two weeks in advance that such blasting operations are

intended. At their discretion, the Owner may perform pre-blast, post-blast pressure tests or other inspection of the facility. If any damage occurs because of blasting operations, the Contractor shall be responsible for the restoration of the facility to pre-blast conditions.

107.9 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE:
(revise to include the following)

The Contractor is responsible for replacing and/or restoring the site, landscaping and owner's improvements associated with the project to the pre-existing condition using in-kind materials. All cost shall be included in the bid as incidental to the work, unless otherwise specified in the bid schedule or plans.

Within easements, the Contractor is responsible for removing existing improvements and salvaging items (not identified for removal) for relocation after the public improvements are completed. Close coordination between the Contractor and property owners and/or residents is required.

107.11 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES:
(revise to include the following)

All power poles, pedestals, guy wires and underground facilities shall be removed and/or relocated by the respective owners of the facilities. The contractor is responsible for the notification and coordination with the utility companies to ensure that this work is accomplished in a manner consistent with the construction schedule. Payment for Franchise Utility coordination and location is incidental to the cost of the work.

The Contractor shall perform utility potholes and identify potential conflicts prior to trenching. The utility pothole information and identification of potential conflicts shall be provided to the Project Manager at least two weeks prior to performing trenching or pipeline construction.

SECTION 108 - COMMENCEMENT, PROSECUTION AND PROGRESS

108.1 NOTICE TO PROCEED:
(revise to include the following)

Time is of the essence in submitting the initial and revised construction schedule and traffic control plan. Each is a requirement that precedes the Contractor's right and the City's obligation to proceed with the agreement.

The Notice to Proceed shall be issued for a start date no later than twenty-seven (27) calendar days following receipt of the Notice of Award. The Contractor shall be required to submit a construction schedule and traffic control plan in accordance with the Contract Documents and the following:

The Contractor shall within seven (7) calendar days of receiving the Notice of Award, submit a construction schedule and traffic control plan to the Project Manager. The Project Manager shall promptly review the construction schedule and traffic control plan and either approve them, or provide a written list of the items that will require revision. The Contractor shall submit the revised construction schedule and traffic control plan within five (5) calendar days of receiving the Project Manager's list of required revisions. The corrected construction schedule and traffic control plan submittal shall address all comments from the Project Manager's list of required revisions.

108.3 CORRESPONDENCE TO THE CONTRACTOR:
(revise to include the following)

In addition to written communication to the Project Manager, the Contractor shall provide and maintain a contact located within ten miles of the job site at all times throughout the duration of the Contract. The designated contact shall be accessible by telephone at all times to respond to agency requirements and emergencies. The local location and phone number(s) shall be provided to the Project Manager prior to issuance of the Notice to Proceed. Any changes of the location or phone number(s) shall be reported immediately to the Project Manager.

If a response is needed, the Contractor is required to respond and perform the repairs and/or maintenance within two (2) hours of notification from the City. If the needed repairs and/or maintenance are not addressed within the timeframe, the City will accomplish the work and deduct the cost from monies due or become due to the Contractor.

108.4 CONTRACTOR'S CONSTRUCTION SCHEDULE:
(revise to include the following)

The Contractor's schedule shall include, as a minimum, the following:

- Identification of project tasks with assigned dates and durations, which reflect anticipated sequencing of construction activities on scheduled working days;
- All anticipated subcontractors that will be used during the course of the work;
- The anticipated number of crews to expedite the progress and ensure prompt completion of the work;

  Definition of a crew;
  - personnel *(e.g. operator, laborer)*
  - equipment *(e.g. Cat 325 Excavator, 950 Loader)*
  - workdays anticipated or scheduled per week (*e.g. Monday through Friday)*
  - work hours anticipated or scheduled per day *(e.g. 7:00 am to 3:30 pm)*

- Anticipated adverse weather days for weather dependent activities, weekends and holidays.
- Specific long lead times for delivery of equipment and materials;
- Critical path project schedules may be required as provided for by the Special Provisions or Project Addenda.

108.5 LIMITATION OF OPERATIONS:
(third paragraph, revise to read as follows)

Except in emergencies endangering life or property, written permission shall be obtained from the City prior to performing any work on weekends, legal holidays or after regular work hours (hereinafter defined as 7:00 a.m. to 5:00 p.m. - Monday through Friday). Work on Saturdays will be permitted with prior approval by the City's Engineering Inspection Supervisor. 72 hours advance notice will be required. Work on Sundays and legal City Holidays will not be permitted except in emergencies or as approved by the owner. Inspection and testing will not be provided on Sundays or City legal holidays without prior approval from the Project Manager (72-hour advance notice) and full compensation by the Contractor for any necessary personnel, equipment and services.

Overtime compensation for City personnel shall be as follows:

Construction Supervisor @ $ 43.00/hour
Inspector II @ $ 35.00/hour
Inspector I @ $30.00/hour
Lab Tech I @ $ 25.00/hour
Vehicle @ $1.80/hour

108.7 DETERMINATION AND EXTENSION OF CONTRACT TIME:
(revise to include the following)

The contract time, including final clean-up of the project site and storage areas, may be extended because of weather conditions that cannot be reasonably anticipated. The number of actual days that the scheduled work is impacted by adverse weather shall be recorded weekly during the construction period.

The Contractor will be entitled to a contract time extension if the actual adverse weather days experienced during the work exceed the anticipated adverse weather days shown. The following is the monthly schedule of adverse weather days that shall be anticipated by the Contractor in scheduling the work:

TABLE 108.7 MONTHLY CALENDAR DAYS for ANTICIPATED ADVERSE WEATHER

MONTH	*JANUARY*	*FEBRUARY*	*MARCH*	*APRIL*	*MAY*	*JUNE*
Monthly Calendar Days for Anticipated Adverse Weather	7 Days	7 Days	8 Days	6 Days	4 Days	3 Days
Average Monthly Precipitation	1.98”	1.96”	2.05”	1.34”	0.68”	0.51”
MONTH	*JULY*	*AUGUST*	*SEPTEMBER*	*OCTOBER*	*NOVEMEBER*	*DECEMBER*
Monthly Calendar Days for Anticipated Adverse Weather	12 Days	11 Days	7 Days	5 Days	5 Days	6 Days
Average Monthly Precipitation	2.78”	2.68”	1.82”	1.52”	1.49”	1.90”

The above schedule of anticipated adverse weather days establishes the base line for the project's monthly weather impacts based on historical records, as recorded by the National Weather Service at Pulliam Airport, for precipitation in excess of 0.01 of an inch per calendar day.
The number of actual days that scheduled work is impacted by adverse weather as defined above shall be recorded weekly during the contract period. It is the Contractor's responsibility to request in writing any adverse weather delays experienced during the prior week no later than the normally scheduled weekly project meeting. Any adverse weather day requests that are not received, as stated above, shall neither be considered nor approved. Once the number of approved actual adverse weather days exceeds the number of anticipated adverse weather days in the schedule above, the Contractor is entitled to a contract time extension.

Actual adverse weather days must also prevent work for fifty (50) percent or more of the Contractor's work day and delay scheduled work critical to the timely completion of the project. The City will convert any delays meeting the above requirements to calendar days and extend the contract period as necessary. No additional compensation will be allowed for direct and indirect overhead expenses associated with any such contract time extensions. The Contractor's schedule must include the above anticipated adverse weather delays for all weather dependent activities and shall show all weekends and holidays.

108.8 GUARANTEE AND WARRANTY PROVISIONS:
(revise to include the following)

If requested by the City, the Contractor shall return to the project site eleven months after acceptance of the project and visually inspect, in the presence of the Owner's Representative, all accessible construction items and appurtenances. All defective materials and/or workmanship shall be satisfactorily repaired or replaced at the sole expense of the Contractor.

All costs for the 11-month inspection and repair shall be borne by the Contractor and in figuring his or her bid, the Contractor shall include an appropriate amount for such inspection and possible required repair, and no additional payment will be allowed.

108.10 FORFEITURE AND DEFAULT OF CONTRACT:
(revise to include new section)

Due to Failure to Prosecute the Work

If the Contractor fails to prosecute the work in accordance with the contract, including requirements of the progress schedule, the City may correct these deficiencies after three days after providing written notice to the Contractor. The cost of these remedies shall be charged against the Contractor. A change order may be issued to make the necessary changes in the contract and to make an appropriate reduction in the contract price. Such a change order shall not require the signature or approval of the Contractor. The remedy shall not prejudice the City's use of any other remedy, which the City may be entitled to use.

108.12 AUTHORIZED SIGNATURES:
(revise to include new section)

The Contractor shall provide a notarized list of all authorized signatures for project related documents. Only those individuals listed by the Contractor on the project Authorized Signature form shall be authorized to sign the contract, contract change orders, time extensions, bonds, securities, pay requests, certifications or other documents that affect the execution of the Contract.

108.13 SUBSTANTIAL COMPLETION:
(revise to include new section)

The project is substantially complete within the contract time and liquidated damages will no longer be assessed when the following have occurred:

(A) All contract items of work have been substantially completed and pedestrian and vehicular traffic can move unimpeded through the project;

(B) The only work left for completion is incidental, causes no disruption to pedestrian and vehicular traffic, and does not affect the safety and convenience of the public;

The decision whether the project is substantially complete is within the sole discretion of the Project Manager. At that time, a *Substantial Completion* letter will be issued by the City to the Contractor.

The remaining incidental work shall be completed within 15 calendar days from the issuance of the *Substantial Completion* letter. Failure to prosecute the remaining work within this time-period will result in the resumption of time charges and the application of liquidated damages from the date scheduled for final acceptance and start of warranty.

The start of the project warranty period will be established in the *Notice of Final Acceptance* and does not begin with substantial completion.

The Contractor is responsible for correction and repair of any project deficiencies until the end of the warranty period established in the *Notice of Final Acceptance* at which time the City will accept the improvements for operation and maintenance.

108.14 SUSPENSION and TERMINATION:
(revise to include new section)

CITY'S RIGHT TO STOP WORK

The City may, at its discretion and without cause, order the Contractor in writing to stop and suspend the Work. Such suspension shall not exceed one hundred and eighty (180) consecutive days.

The Contractor may seek an adjustment of the Contract Price and/or Contract Time if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of Work by the City.

TERMINATION FOR CONVENIENCE

Upon receipt of written notice to the Contractor, the City may, at its discretion and without cause, elect to terminate this Agreement. In such event, the City shall pay the Contractor only the direct value of its completed Work and materials supplied as of the date of termination. The Contractor shall be entitled to profit and overhead on completed Work only but shall not be entitled to anticipated profit or anticipated overhead.

If the City suspends the Work for one hundred eighty-one (181) consecutive days or more, such suspension shall be deemed a termination for convenience.

Upon such termination, the Contractor shall proceed with the following obligations.

1. Stop Work as specified in the notice.
2. Place no further subcontracts or orders.
3. Terminate all subcontracts to the extent they relate to the work terminated. The Contractor shall ensure that all subcontracts contain this same termination for convenience provision.
4. At the City's sole discretion and if requested in writing by the City, assign to the City all right, title and interest of the Contractor under the subcontracts subject to termination.
5. Take any action that may be necessary for the protection and preservation of the property related to this Agreement that is in the possession of the Contractor and in which the City has or may acquire an interest.

6. The Contractor shall submit complete termination inventory schedules no later than one hundred twenty (120) days from the date of the notice of termination.

The City shall pay the Contractor the following:

1. The direct value of its completed Work and materials supplied as of the date of termination.
2. The reasonable and direct, actual costs and expenses attributable to such termination. Reasonable costs and expenses shall not include, among other things, anticipated profit, anticipated overhead, or costs arising from the Contractor's failure to perform as required under this Agreement.
3. The Contractor shall be entitled to profit and overhead on completed Work only but shall not be entitled to anticipated profit or anticipated overhead. If it is determined that the Contractor would have sustained a loss on the entire Work had they been completed, the Contractor shall not be allowed profit and the City shall reduce the settlement to reflect the indicated rate of loss.

The Contractor shall maintain all records and documents for three (3) years after final settlement. These records shall be maintained and subject to auditing as prescribed in Section 7.7.

THE CITY'S RIGHT TO PERFORM AND TERMINATE FOR CAUSE

If the City provides the Contractor with a written order to provide adequate maintenance of traffic, adequate cleanup, adequate dust control or to correct deficiencies or damage resulting from abnormal weather conditions and the Contractor fails to comply in a time frame specified, the City may have work accomplished by other sources at Contractor's sole expense.

If the Contractor persistently fails to

1. provide a sufficient number of skilled workers,
2. supply the materials required by the Contract Documents,
3. comply with applicable Legal Requirements,
4. timely pay, without cause, sub-consultants and/or subcontractors,
5. prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time, as such times may be adjusted, or
6. perform material obligations under the Contract Documents, then the City, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth below.

Upon the occurrence of an event set forth above, the City may provide written notice to the Contractor that it intends to terminate this Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of the Contractor's receipt of such notice.

If the Contractor fails to cure, or reasonably commence to cure, such problem, then the City may give a second written notice to the Contractor of its intent to terminate within an additional seven (7) day period.

If the Contractor, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then the City may declare this Agreement terminated for default by providing written notice to the Contractor of such declaration.

Upon declaring this Agreement terminated and for the purpose of completing the Work, the City may enter upon the premises and take possession of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work. The Contractor hereby transfers, assigns and conveys all items, which have been purchased or provided for the performance of the Work to the City for such purpose and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items.

In the event of such termination, the Contractor shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, the Contractor shall be entitled to be paid only for Work performed and accepted by the City prior to its default.

If the City's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then the Contractor shall be obligated to pay the difference to the City. Such costs and expenses shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by the City in connection with the re-procurement and defense of claims arising from the Contractor's default.

If the City improperly terminates the Agreement for cause, the termination for cause shall be converted to a termination for convenience in accordance with the provisions of 108.14

SECTION 109 - MEASUREMENTS AND PAYMENTS

109.1 MEASUREMENT OF QUANTITIES:

(revise to include the following)

It is the responsibility of the Contractor to conform to the Contract Documents, including plans, typical sections and specifications including but not be limited to dimensions, materials, application rates and densities. The Contractor shall take all actions necessary to ensure that the work conforms to the contract documents. The Contractor shall cooperate fully with the Project Manager or Project Manager's representative to correct any known nonconformity to the contract documents.

109.1 MEASUREMENT OF QUANTITIES:
(delete the second paragraph)

Unless otherwise specified, longitudinal and surface (plane) measurements will be made in a horizontal plane.

PART 200 - EARTHWORK

SECTION 201 - CLEARING AND GRUBBING

201.3 CONSTRUCTION METHODS:
(revise to include the following)

The Contractor shall make every effort possible to avoid damaging existing trees. In the event that any trees suffer limb damage, the Contractor shall cut branches to the nearest branch crotch or to the branch collar at the trunk.

No separate payment will be made for trimming trees. The cost shall be considered incidental to the work.

SECTION 205 – ROADWAY EXCAVATION

205.1 DESCRIPTION
(revise to include the following)

The bid schedule unit cost for excavation, backfill and embankment work shall include the cost of rock excavation, handling rock or disposing of rock and no separate measurement or payment shall be made. Rock shall be defined as any highly cemented or hard material that may require additional efforts for removal, handling or disposal.

205.2 UNSUITABLE MATERIAL:
(third paragraph, revise to read as follows)

Should unsuitable material be encountered at subgrade elevation in cut areas or at existing grade in fill areas, the unsuitable material shall be removed and replaced with suitable fill material in accordance with MAG Section 210 and MAG Section 211.

Determination of unsuitable material and the limits and depths of required removal and replacement shall be at the sole discretion of the Project Manager. In no case shall any unsuitable material be removed without prior written consent of the Project Manager.

Measurement and payment for removal and replacement of unsuitable material will be by the cubic yard as shown in the proposal. Payment shall be compensation in full for the work complete and in-place including any borrow, permits, pit royalties, all excavation, hauling, placing, compacting, conditioning, watering and proper disposal, together with all appurtenant costs.

205.3 MEASUREMENT

(revise to include the following)

Earthwork is incidental to the roadway construction and no additional payment will be made for roadway excavation. The Contractor shall be responsible for estimating and accounting for earthwork import and haul off. It is recommended that the Contractor review the report on geotechnical investigation and sampling results.

PART 300 -- STREETS AND RELATED WORK

SECTION 301 - SUB-GRADE PREPARATION

301.1 DESCRIPTION:

(revise to include the following)

The untreated base or prepared subgrade shall be test rolled in the presence of the Project Manager prior to the placement of asphalt paving materials. The equipment used to perform the test roll shall be approved by the Project Manager. The Contractor shall be responsible for scheduling this test roll with the Inspector during regularly scheduled work. All costs associated with the test roll shall be considered incidental to and included in the cost of sub-grade preparation.

SECTION 336 - PAVEMENT MATCHING AND SURFACING REPLACEMENT

336.1 DESCRIPTION:

(first paragraph, revise to include the following)

The exact points of pavement matching shall be determined in the field by the Project Manager.

336.2 MATERIALS AND CONSTRUCTION METHODS:

336.2.1 PAVEMENT WIDENING OR EXTENSIONS:

(first paragraph, revise second sentence to read as follows)

The minimum depth of cut shall be four (4) inches or Depth/4, whichever is greater.

PART 400 -- RIGHT-OF-WAY AND TRAFFIC CONTROL

SECTION 401 - TRAFFIC CONTROL

401.5 GENERAL TRAFFIC REGULATIONS:
(revise to include the following)

Within seven (7) calendar days following receipt of the Notice of Award and in accordance with Section 108.1 of these General Provisions, the Contractor shall submit to the Project Manager a traffic control plan that shows the control of traffic in accordance with Part VI of the FHWA Manual on Uniform Traffic Control Devices for all phases of the work. The plan should include nights, weekends, shut down periods and an approximate schedule of street closures and detours.

The Traffic Control Plan is to detail the Contractor's proposal for routing traffic and pedestrians around the areas of construction. The Plan shall be coordinated with the proposed construction schedule and show how the locations of the various traffic and pedestrian control devices will change as construction progresses. The Plan shall allow for complete detours around the work areas.

Private and commercial driveways shall not be closed for any period exceeding eight hours during any twenty-four-hour period. The affected resident and the City shall be notified 48 hours in advance of any closure. Convenient access to driveways, houses and buildings along the line of work shall be maintained and temporary crossings or alternate access shall be provided and maintained in good condition, except during that period mentioned above. **Business access shall be maintained at all times by at least one driveway.**

(eleventh paragraph, revise to read as follows)

The Contractor will reinstall all permanent traffic control devices as required by the approved construction plans and specifications.

(twelfth paragraph, delete the last sentence)

Delete - The Traffic Engineering Department will reinstall all traffic signs.

401.7 PAYMENT:
(revise paragraph to read as follows)

Payment for all work and materials required to prepare a traffic control plan and provide traffic control during construction shall be made at the lump sum price shown on the Bid Schedule. Full compensation for any required traffic control devices, flaggers, uniformed off-duty law enforcement

officers, pilot cars and drivers shall be included in the lump sum contract price and no additional payment shall be allowed. Progress payments shall be made based on the Contractor's estimate for percent complete as approved by the Owner.

SECTION 425 TOPSOIL

425.2 MATERIALS:
(revise to read as follows)

Overburden topsoil shall be salvaged and reused when possible. All topsoil, whether overburden or imported, shall be free of roots, heavy clay, clods, noxious weed seeds, coarse sand, large rocks, sticks, brush, litter and other deleterious material and meet the requirements of MAG Section 795. The Project Manager's approval of the proposed topsoil shall be obtained before delivery to the project.

425.4 MEASUREMENT:
(revise paragraph to read as follows)

Topsoil shall be measured lump sum, complete and in place unless indicated otherwise by the bid schedule.

425.5 PAYMENT:
(revise to read as follows)

Topsoil will be paid for in accordance with the contracted price for furnishing and placing topsoil, as described and specified. Progress payment shall be made based on the Contractor's estimate for percent complete as approved by the Owner.

SECTION 430 – LANDSCAPING AND PLANTING
(revise to include section as follows)

430.3 LAWN AREAS

430.3.1 Preparation of In Place Soil
(delete the second paragraph and revise to read as follows)

After clearing, grubbing and initial cultivation has been completed, a slow release chemical fertilizer shall be mechanically spread over the turfgrass area at an average rate of 1 pound of actual nitrogen per 1000 square feet. After spreading, the fertilizer shall be cultivated into the top four inches of soil using suitable equipment. The resulting soil shall be in a friable condition suitable for planting. (Actual nitrogen is determined by using the nitrogen ratio number x weight of the bag/100).

430.3.2 Seeding

(delete the first and second paragraph revise to read as follows)

The rate of seeding shall be three pounds of seed per 1000 square feet using the following seed mixture;

Poa pratensis	Kentucky Bluegrass (mix of three varieties)	70%
Lolium perenne	Perennial Rye Grass	10%
Festuca rubra	Creeping Red Fescue	20%

Alternative species may be acceptable but are subject to prior approval from the City Project Manager or duly authorized representative.

SECTION 431 – EROSION CONTROL

(revise to include new section as follows)

431.1 DESCRIPTION

Erosion control applies to improvements within the city and as part of the erosion control section of a Storm Water Pollution Prevention Plan (SWPPP). Materials, means and methods for erosion control and stabilization, Best Management Practices (BMPs), Erosion Control Plans (ECPs) and SWPPPs are described in the City of Flagstaff Stormwater Design Manual.

The Contractor shall stabilize all disturbed areas within the project site and as shown on the plans. Work shall be performed according to the provisions of this Section and shall include but not be limited to the furnishing, hauling, placement and application of erosion control materials.

The Contractor is responsible for complying with the requirements of the National Pollutant Discharge Elimination System (NPDES) permit program. This generally includes submittal of a Notice of Intent to the Arizona Department of Environmental Quality (ADEQ) and Notice of Termination to ADEQ for the project. Preparation and implementation of a Storm Water Pollution Prevention Plan (SWPPP) for the site is required per ADEQ and City of Flagstaff standards.

The cost for complying with the NPDES permit and the SWPPP, including the erosion control devices, shall be included in the NPDES & SWPPP Requirements portion of the Contractor's bid. It is recommended that contractors see the ADEQ Smart NOI (Notice of Intent) program website (http://az.gov/webapp/noi/main.do) for information and processes.

Progress payment shall be made based on the Contractor's estimate for percent complete as approved by the Owner.

432.1 NATIVE SEEDING

All areas to be seeded that are accessible to machinery shall be tilled to a minimum depth of four (4) inches. Areas inaccessible to machinery shall be hand tilled and prepared to a minimum depth of two (2) inches. Cut slopes of 2:1 or steeper do not require tilling. Cultivation on sloping terrain shall run perpendicular to the direction to the slope. If weeds or herbaceous plant material interferes with proper seedbed preparation, the contractor shall remove them from the seedbed.

Contractor shall remove and dispose of all debris and other objectionable material that may interfere with seeding operations.

The area to be seeded shall be relatively smooth and all surface irregularities (e.g. rills, tire marks) shall be filled and firmed to conform to the desired cross sections. The seedbed shall be rolled both before and after the seeding operation with a minimum of one pass of a cultipacker or drag harrow.

Seed shall be sown when conditions will promote germination and growth. Normal non-irrigated permanent native seed application dates are between April 1 and June 15, between August 15 and September 20 and after the first frost (recurring overnight temperature of 28 degrees F) until snowfall. Seeding work shall be performed only after planting and other work affecting ground surface is complete.

To assist in establishment of the permanent seed mix, a nurse crop shall be used for this work. Preapproved nurse crop seed shall be one of the following, incorporated with the specified permanent seed mix;

Annual ryegrass	*(Lolium multiflorum)*	30 lbs/acre
Oats	(*Avena sativa)*	60 lbs/acre
Regreen©	(*Triticum aestivum x Elytrigia elongata)*	30 lbs/acre

Alternative species may be acceptable but are subject to prior approval from the City Project Manager or duly authorized representative.

When cut or fill slopes are greater than six (6) feet in height and steeper than 3H:1V, the seeded area shall be covered with American Excelsior Company straw/coconut blanket or an approved equal. Installation shall be per the manufacturer's written directions.

440.10. (D) SEQUENCING

(add the following section)

The irrigation system shall be installed, inspected, approved and operable prior to the installation of plant materials, landscape fabric and ground plane treatments (*decomposed granite, landscape rock, mulch, etc.)*

PART 600 - WATER AND SEWER

SECTION 601 - TRENCH EXCAVATION, BACKFILLING AND COMPACTION

601.2 EXCAVATION:

601.2.1 GENERAL:
(revise to include the following)

All excavation, including trench excavation, shall be performed in any substance and material encountered. The cost is considered incidental to and is to be included in the price for the bid item to be constructed or installed. No special payment shall be made for trench excavation other than rock excavation as specified under Trench Rock Excavation.

Trench Rock Excavation
Trench rock is defined as consolidated igneous, metamorphic and/or sedimentary material in the original bed and/or in well-defined ledges that cannot be removed by a mechanical method and therefore requires pneumatic hammering, drilling or blasting for removal. Example of mechanical methods include hand tools, trenching machine, backhoe, ≥195 horsepower hydraulic excavator with ripping teeth or equivalent.

Boulders and pieces of rock having a volume of more than 27 cubic feet (1 cubic yard) shall be considered rock.

For projects where trench rock excavation is anticipated, the estimated contingent quantity is shown in the proposal under the applicable bid item. The contingency quantity is an estimate only and no guaranty is given that any portion will be utilized. Trench rock excavation will be paid for separately at the unit price bid per cubic yard for Trench Rock Excavation.

Measurement of Trench Rock Excavation shall be per cubic yard in place. This volume of rock will be measured by the City representative, using the maximum trench width allowed in accordance with MAG Table 601-1, the lineal footage of actual rock excavation required and the actual depth of rock as determined by inspection of the trench after rock excavation and before backfilling.

SECTION 611 – WATER, SEWER AND STORM DRAIN TESTING

611.2 DISINFECTING WATER MAINS:

611.2.13 Fire Flow Testing:
(revise to include the following new section)

All water lines that have new fire hydrants shall require a fire flow test per CoF Engineering Standard 13-09-006-0006.1.

Fire flow testing shall be performed by a certified tester. Results shall be sealed by an Arizona Professional Engineer.

The City Water Services Section requires a 72-hour notice via e-mail to schedule hydrant operation and testing observation. A digital copy of the test results shall be submitted to the City Project Manager.

SECTION 631 WATER TAPS AND METER SERVICE CONNECTIONS
(revise to add the following)

631.3 INSTALLATION:

New water service lines shall be installed to replace the existing water service lines. Construction includes replacement of all water services to COF Engineering Standards, including the service saddle at the main, corporation stop, pipe and curb stop to the meter and adjust the customers' service to the new outlet meter coupling elevation. The lines shall be extended to the new polymer meter box location and a new meter box shall be installed and shall connect to the existing meter. If the existing meter is not at the City's standard depth; the contractor shall adjust the elevation of the meter. In cases where the meter box moves, the contractor shall salvage the existing meter and shift it to the proposed location. At each of these locations the contractor is required to connect the existing water services on the private side of the meter. The Contractor shall coordinate with each homeowner where private construction is required to verify the water line rerouting and to restore landscaping to its original condition.

The City will provide the contractor with Temporary Rights of Entry for the water service connection, replacement/adjustment of water meter boxes and associated work. If the contractor needs to go outside the Temporary Right of Entry limits they will have to provide the City with written permission from the property owner prior to conducting the work.

A residential plumber's license will be required for all work that is done on the private service side of the meter.

City of Flagstaff utility tapping fees are the responsibility of the contractor. The contractor shall perform all work and coordinate payment directly with the City Water Services Department. All costs for utility tap work and fees shall be included in the line item for installation of the new service, including but not limited to all labor and materials for complete installation. Repair associated within any abandoned or new tap shall be included in the contract bid item.

SECTION 710 - ASPHALT CONCRETE

710.1 GENERAL:
(revise to include the following)

The asphaltic concrete designation shall be 3/4 inch, except as required by the project plans or Special Provisions.

End of Document

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Collin Seay, Deputy Police Chief - Patrol Operations

Date: 09/24/2026

Meeting Date: 10/06/2026

TITLE:

Consideration and Approval of Contract: City of Flagstaff, Flagstaff Police Department and Virtra, Inc for a three-year subscription agreement for STEP Training Simulator services in the amount not to exceed $354,121.

STAFF RECOMMENDED ACTION:

1. Approve the 3-year STEP subscription contract with Virtra in the amount not to exceed $354,121
2. Authorize the City Manager to execute all necessary documents

Executive Summary:

As part of the State of Arizona's Fiscal Year 2027 budget, Governor Katie Hobbs approved a state appropriation specifically for the Flagstaff Police Department to obtain a law enforcement training simulator. Staff recommends utilizing this appropriation to provide Flagstaff Police Department officers with a modern, immersive training platform that enhances the Department's ability to deliver realistic, repeatable, and measurable scenario-based training.

The Flagstaff Police Department proposes entering into a Subscription Training & Equipment Partnership (STEP) Agreement with VirTra, Inc. for a **VirTra V-300 4K immersive training simulator**. The V-300 utilizes five interconnected screens to create a 300-degree training environment and includes scenario-based and marksmanship training, multidirectional audio, TrackCam technology, and APEX data collection, analytics, and reporting capabilities.

The system also includes VirTra's Virtual Interactive Coursework and Training Academy (V-VICTA), which provides a structured, simulation-based training curriculum. V-VICTA includes instructor lesson plans, student materials, presentations, pre- and post-tests, course evaluations, and interactive video training materials. This combination of classroom instruction, immersive scenarios, performance assessment, and instructor-led debriefing will allow the Department to provide officers with consistent training and opportunities to practice critical decision-making skills in a controlled environment.

The proposed package includes simulation equipment for firearms and less-lethal systems, shotgun and 40mm platforms, and TASER 10 devices. The system also provides trainee monitoring and recording capabilities for real-time observation, recording, playback, and post-scenario debriefing.

The STEP Agreement provides an initial 12-month term with the ability to renew for additional 12-month periods, up to a total aggregate term of 36 months. The annual contract rate is **$103,617.83** plus applicable taxes, with one-time initiation costs of **$3,250 for shipping and handling and $8,500 for setup and training**. The subscription also includes ongoing maintenance and technical support, including annual system servicing, software and scenario updates, recalibration, equipment inspection, parts and labor, replacement services, and technical assistance.

Acceptance of the state appropriation and authorization of the proposed agreement will allow the Flagstaff

Police Department to leverage dedicated state funding to enhance officer training without relying solely on existing local resources for the acquisition. Staff recommends approval of the agreement and use of the FY 2027 State appropriation to provide Flagstaff police officers with a comprehensive simulator-based training program designed to strengthen decision-making, tactical proficiency, and overall preparedness.

Governor Hobbs approved this state appropriation of money through the state's FY 2027 budget for the Flagstaff Police Department to have a training simulator. Staff recommends allowing the Flagstaff Police Department to use the appropriation to provide our officers world-class simulator-based training.

Financial Impact:

Project Name: Virtra Training Simulator for the Flagstaff Police Department
Cost: $354,121.14
Account Number: 001-04-062-6434-2-4343 with Budget Authority: 001-04-062-6278-2
FY Budgeted Amount:$354,000
Grant Funded:$354,000 (State appropriation, SB1847)
Funding Source:Appropriation of State of Arizona 2026-27 budget.

Policy Impact:

There is no anticipated change to existing Flagstaff Police Department policy as a result of this agreement. The VirTra V-300 will serve as a training platform to reinforce existing Department policies and procedures, including response to resistance, de-escalation, decision-making, firearms, less-lethal options, and interactions with vulnerable populations. Internal training procedures may be developed or updated to address simulator operation, instructor responsibilities, curriculum administration, and documentation of training.

Previous Council Decision or Community Discussion:

This is the first opportunity for the Flagstaff Police Department to obtain a Virtra training simulator so there is no prior council decision on this modern training product.

Options and Alternatives to Recommended Action:

Council may approve the VirTra STEP Agreement as recommended; decline to approve the agreement; or direct staff to evaluate alternative simulator-based training systems consistent with the requirements of the State appropriation and City procurement requirements.

Background and History:

The Flagstaff Police Department (FPD) is committed to providing officers with ongoing training that supports sound decision-making, effective communication, de-escalation, and the appropriate application of law enforcement tactics. Scenario-based training provides officers an opportunity to practice these skills in a controlled environment where instructors can observe performance, provide immediate feedback, and reinforce Department policy and training objectives.

The State of Arizona established the Peace Officer Training Equipment Fund to support the acquisition of training equipment for Arizona law enforcement agencies. Monies in the fund are subject to legislative appropriation and may be used for peace officer training equipment. The Peace Officer Training Equipment Fund Advisory Commission is responsible for making annual recommendations to the Governor and Legislature regarding allocation of these funds.

For FY 2026–2027, proposed state legislation specifically identifies an appropriation of **$328,000 from the Peace Officer Training Equipment Fund to the Flagstaff Police Department for a public safety training simulator**. The legislation also expresses the Legislature's intent that simulators funded through the appropriation be used to teach **de-escalation tactics**, including interactions with persons who are deaf or hard of hearing, persons with autism, and persons with mental illness.

To meet this training need, FPD evaluated the VirTra V-300 simulator. The proposed VirTra V-300 4K

system uses five interconnected screens to provide a **300-degree immersive training environment**. The system includes marksmanship and interactive video scenarios, multidirectional audio, TrackCam technology, and APEX data collection, analytics, and reporting capabilities.

The proposed system is designed to support more than traditional firearms proficiency training. The agreement includes VirTra's Virtual Interactive Coursework and Training Academy (V-VICTA), which provides structured training materials including instructor lesson plans, student outlines, presentations, pre- and post-tests, course evaluations, and interactive video learning materials. The simulator package also includes equipment allowing officers to train with simulated versions of firearms and less-lethal tools, including handguns, patrol rifles, TASER devices, OC spray, shotgun, and 40mm systems.

The simulator will allow FPD instructors to place officers in realistic, repeatable scenarios requiring them to assess rapidly evolving circumstances, communicate with subjects, consider de-escalation opportunities, select appropriate response options, and articulate their decision-making. The ability to replay and review officer performance will also provide instructors with an opportunity to conduct structured debriefings following training exercises.

Acquisition of the VirTra V-300 will allow FPD to utilize dedicated State funding to establish a comprehensive simulator-based training program and expand the Department's capacity to provide frequent, consistent, and measurable scenario-based training. The system will complement existing classroom, practical, firearms, and less-lethal training while providing officers additional opportunities to practice critical decision-making and de-escalation skills in a safe and controlled environment.

Procurement has reviewed and approved this purchase via sole source.

Connection to PBB Priorities and Objectives:

Safe and Healthy Community: Provide public safety services with resources, staff, and training responsive to the community's needs; enhance community engagement and strengthen relationships between the community and public safety services; and provide and build upon alternative responses and community partnerships to best serve the mental and behavioral health needs of the community.

High Performing Governance: Be an inclusive employer of choice by providing employees with the necessary tools, training, and support; implement innovative and efficient local government programs and best practices; and maintain fiscal stability through strong financial policies and practices.

The VirTra V-300 advances these objectives by providing FPD personnel with immersive, scenario-based training in decision-making, communication, de-escalation, firearms, and less-lethal response options while utilizing dedicated State funding to enhance the Department's training capabilities.

Connection to Regional Plan:

The proposed VirTra V-300 training simulator supports the Regional Plan's emphasis on resilient public services and public safety by strengthening the Flagstaff Police Department's capacity to provide high-quality, prepared, and responsive law enforcement services. The simulator will provide officers with realistic scenario-based training focused on decision-making, communication, de-escalation, firearms, and less-lethal response options. The acquisition utilizes dedicated State funding to enhance officer preparedness and provide a sustainable training resource that supports the safety and resilience of the Flagstaff community.

Connection to Carbon Neutrality Plan:

The proposed VirTra V-300 training simulator has a secondary connection to the City's Carbon Neutrality Plan by expanding FPD's capacity to provide specialized scenario-based training locally. A locally available simulator may reduce employee travel to external training facilities and associated transportation emissions while providing a reusable platform for firearms, less-lethal, de-escalation, and decision-making training. The project therefore complements the City's broader goals of reducing transportation-related emissions,

efficiently utilizing municipal resources, and strengthening community resilience.

Connection to 10-Year Housing Plan:
The VirTra V-300 training simulator has a secondary connection to the City's 10-Year Housing Plan by enhancing FPD's ability to provide scenario-based training involving individuals experiencing homelessness, housing instability, behavioral health crises, and other vulnerable populations. While the simulator does not directly create or preserve housing, it can be used to reinforce communication, de-escalation, crisis intervention, and appropriate connection to community resources and service providers. This training supports the Housing Plan's broader emphasis on coordinated community responses to the complex and interconnected challenges associated with housing instability and homelessness.

Connection to Division Specific Plan:
This Virtra training simulator will allow us to better train our officers in a scenario-based setting which will better prepare them to de-escalate when faced with challenging community encounters. It will also allow the department to diversify and expand the types of training we provide our officers, and we will make this training available to police officers in the entire region.

Attachments: Vitra Subscription Contract

295 E. Corporate Pl, Chandler, AZ 85225 USA | TOLL FREE: 800.455.8746 PH: 480.968.1488 FAX: 480.968.1448 | WWW.VIRTRA.COM

Account Name	LE_Flagstaff Police Department_AZ	CustID	0623-04791
Contact Name	Collin Seay	Created Date	9/11/2026
Phone	928-679-4083	Quote Number	00011521
Email	cseay@flagstaffaz.gov	Expiration Date	10/30/2026
Ship To Name	Flagstaff Police Department	Prepared By	Ryan Bray
VirTra STEP Annual Contract Offering		Phone	(480) 968-1488
		Extension	5012
		Email	rbray@virtra.com

VIRTRA, INC.

Subscription Training & Equipment Partnership (STEP) AGREEMENT

AGREEMENT: This STEP Agreement (the “Agreement”) and the Exhibits attached hereto is made and entered by and between the organizations or entities set forth below to provide Customer with certain hardware, software, documentation, installation, training, maintenance, and support (collectively, the “VirTra Furnished Equipment” or "VFE").

CONTRACT PRICE SUMMARY:

Contract Initiation Payments (one time)

Setup & Training	$8,500.00
S&H	$3,250.00

Annual Recurring Payment

Annual Contract Rate	$103,617.83
Tax	$7,149.43

TERM: This Agreement will become effective upon the date the customer receives a substantial portion of the Services and VirTra Furnished Equipment listed on Exhibit D and services listed on the VFE Acceptance Checklist (Exhibit C) (the “Effective Date”). This Agreement shall remain in force for a period of twelve (12) months (the "Term") from the Effective Date. After the Term, this Agreement will be renewed for additional periods of twelve (12) months (each a "Renewal Term"), up to a total aggregated term of thirty-six (36) months. Total payment under this contract not to exceed: $354,121.14

Exhibits: The following exhibits are incorporated herein by reference and form a material part of this Agreement.

Exhibit A: Subscription Training & Equipment Partnership (STEP) Terms and Conditions
Exhibit B: Maintenance and Support Agreement.
Exhibit C: VFE Acceptance Check List.
Exhibit D: Services, Equipment, and Annual Rate Summary
Exhibit E: CITY OF FLAGSTAFF REQUIRED TERMS AND CONDITIONS
Exhibit F: Certificate of Liability Insurance

The renewal price shall not exceed the greater of a 3% price escalation or the result as determined for the renewal month in the U.S. Department of Labor Inflation Calculator which may be found on https://www.dol.gov/general/topic/statistics/inflation

SIGNATURES: By signing below, each signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Agreement, the entity on behalf of which

he/she acted, executed this Agreement.

FOR CUSTOMER

Signature: _____ Date: _____

Printed Name and Title: _____

FOR VIRTRA

Signature: _____ Date: _____

Printed Name and Title_____

295 East Corporate Place Chandler, AZ 85225
(480) 968-1488

Exhibit A:
Subscription Training & Equipment Partnership (STEP) Terms and Conditions
[Revised 15 NOV 2024]

PRODUCTS AND SERVICES
VirTra agrees to provide the Customer with the VirTra Furnished Equipment (VFE) as enumerated in Exhibit D, including all licenses and services in accordance with the terms and conditions set forth in the Agreement, including all Exhibits that are attached to the Agreement and incorporated herein. Employees and agents of VirTra shall, while on the premises of the Customer, comply with all rules and regulations of the premises, including, but not limited to, security requirements. If required, VirTra shall be responsible for installation, training, and knowledge transfer activities in relation to the VFE and licenses being supplied, as set forth in Exhibit B of this Agreement. All equipment shall be delivered to Customer site as specified in the contract release purchase order, or if not so specified therein, as otherwise agreed by the parties in writing. Upon any termination or expiration of this Agreement, the VFE and all other related materials provided to Customer hereunder shall be returned to VirTra or, at VirTra's option, VirTra may arrange for pickup of the VFE and related materials. The VFE and related materials must be returned to VirTra in good repair and with full functionality, considering reasonable wear and tear. VirTra shall provide the VFE and perform work in a professional manner consistent with general industry standards.

COUNTING DAYS
Days are to be counted by excluding the first day and including the last day, unless the last day is a Saturday, a Sunday, or a legal holiday, and then it is to be excluded.

PRICING
Unless otherwise stated, prices shall be fixed for the first year of the Agreement, with increases in payments in subsequent years to be mutually agreed by the parties in writing. If any product listed in this Agreement is discontinued or upgraded prior to delivery, VirTra shall extend the same pricing towards a comparable replacement that is functionally equivalent or an upgraded version.

Exhibit D of the Agreement is the basis for pricing and compensation throughout the term of the Agreement.

MODIFICATION
No supplement, amendment, or modification of this Agreement or Contract, or any Purchase Order will be binding on either party unless it is in writing and signed by an authorized representative of each party.

SHIPPING AND RISK OF LOSS
VFE shall be packaged, marked, and otherwise prepared by VirTra in suitable containers in accordance with sound commercial practices. VirTra shall include an itemized packing list with each shipment and with each individual box or package shipped to the Customer. The packing list shall contain, without limitation,

the applicable contract release purchase order number.

Unless otherwise specified in writing, all shipments by VirTra to the Customer will be F.O.B. point of destination. Transportation receipts, if required by contract release purchase order, must accompany invoice.

INSPECTION AND RELATED RIGHTS
All VFE and services are subject to inspection, testing, approval, and acceptance by the Customer. Inspection shall be made prior to execution of the VFE Acceptance Checklist, shown in Exhibit C. In the event that VirTra's VFE is not accepted by Customer due to a material breach by VirTra, VirTra shall be liable to remedy, repair, or replace the rejected VFE. The forgoing shall be the sole remedy in such cases. Customer's acceptance of the goods and services offered by VirTra hereunder shall be evidenced by an authorized signature on Installation Sign-off.

ADJUSTMENT BY VIRTRA
VirTra shall be entitled to an equitable adjustment of payments to be made by the Customer if the Customer requires a change in the VFE or services to be delivered.

PAYMENT
The Customer's standard payment term shall be Net 30, unless otherwise agreed to by the parties. Payment shall be due thirty (30) days from the date of receipt of each invoice issued hereunder. Invoices are prepared on an annual basis.

TERMINATION FOR CAUSE
Either party may terminate this Agreement or any contract release purchase order, in whole or in part, for a material breach of a material provision "Cause" upon written notice to the other party. In lieu of terminating for Cause, the non-defaulting party may, at its option, provide written notice specifying the cause for termination and allow the defaulting party ten (10) days (or other specified time period in the written notice) to cure. If, within ten (10) days (or other specified time) after such notice has been given, the defaulting party has not cured the default to the reasonable satisfaction of the non-defaulting party, or if the default cannot be reasonably cured within that time period, the non-defaulting party may terminate this Agreement at any time thereafter.

DISPUTES
The laws of the State of Arizona, USA govern this transaction and Agreement, without regard to conflicts of law. Any litigation regarding the interpretation or enforcement of this Agreement shall be resolved in the State of Arizona and the courts of Arizona shall have exclusive jurisdiction over such litigation and the parties agree to such exclusive jurisdiction. The parties expressly reject any application of the United Nations Convention on Contracts for the International Sale of Goods ("CISG") to this Agreement and the associated transaction.

FORCE MAJEURE
Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include; but not limited to, Acts of God/Nature (including fire, flood, earthquake, storm, hurricane, pandemic or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service, or governmental declaration of emergency or disaster if it affects a party.

Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use its best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

The party asserting Force Majeure as a cause for non-performance shall have the burden of proving that

reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

INSURANCE
At all times during the Term of this Agreement, VirTra shall maintain insurance coverage commensurate with VirTra's obligations and liabilities hereunder, but at no time will VirTra's insurance coverage fall below the limits set forth in Exhibit F.

LIENS, CLAIMS, AND ENCUMBRANCES AND TITLE
VirTra represents and warrants that all the VFE and software ordered and delivered are free and clear of all liens, claims or encumbrances of any kind. Right of use to the material and supplies accepted shall pass directly from VirTra to Customer at the F.O.B. point, subject to the right of Customer to reject upon inspection.

WARRANTY; MAINTENANCE
VirTra shall provide the warranty and maintenance services set forth in Exhibit B of this Agreement. Except as expressly set forth therein, VirTra shall have no other maintenance or support obligations. VirTra may offer VirTra Certified Refurbished parts.

SEVERABILITY
Should any part of the Agreement between Customer and VirTra or any purchase order be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement or any purchase order which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

NON-WAIVER
No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by Customer. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless the writing signed by the Customer so specifies.

HEADINGS AND TITLES
The titles and headings in this Agreement are included principally for convenience and do not by themselves affect the construction or interpretation of any provision in this Agreement, nor affect any of the rights or obligations of the parties to this Agreement.

ENTIRE AGREEMENT
This Agreement and its Exhibits constitute the final, complete and exclusive statement of the terms of the agreement between the parties. It incorporates and supersedes all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

EXECUTION & COUNTERPARTS
This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The parties agree that this Agreement, its amendments, and ancillary agreements to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered a method described herein. The parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature.

NOTICES
All deliveries, notices, requests, demands or other communications provided for or required by this

Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail, return receipt requested; when sent by overnight carrier; or upon email confirmation to sender of receipt of a facsimile communication which is followed by a mailed hard copy from sender. Each party may designate their desired contact person and address by sending written notice to the other party, to be effective no sooner than ten (10) days after the date of the notice.

CUSTOMER POINT OF CONTACT
Each party will identify a point of contact to facilitate the contractual relationship, be responsible and accountable for fulfilling the requirements under the Agreement. Updated contact information for each point of contact shall be provided to the other party from time to time, as necessary.

THIRD PARTY BENEFICIARIES
This agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties.

AUTHORITY
Each party executing the Agreement on behalf of such entity represents that he or she is duly authorized to execute and deliver this Agreement on the entity's behalf, including the entity's Board of Directors or Executive Director. This Agreement shall not be effective or binding unless it is in writing and approved by an authorized representative, as evidenced by their signature as set forth in this Agreement.

DATA AND OWNERSHIP
All content generated or stored by the VFE that is related to the performance and activity of Customer personnel while using the content that is and shall be the sole and exclusive property of Customer. Customer acknowledges and agrees that the VFE provides certain content backup and verification features, and that preservation of the content is the sole and exclusive responsibility of Customer.

Customer hereby grants VirTra a license to the Content for purposes including, but not limited to, measuring VFE performance and function, VFE maintenance, calibration, data aggregation for tests, training results, measurements, etc.

CONFIDENTIAL INFORMATION
"Confidential Information" shall include all material non-public information, written or oral, disclosed, directly or indirectly, through any means of communication or observation to a party or any of its affiliates or representatives by the other party. Neither party shall, without the other party's written permission, use or disclose Confidential Information other than in the performance of its obligations under this Agreement unless required by law. All Confidential Information shall remain the property of the party that developed or legally acquired the Confidential Information. Neither party shall acquire an ownership interest in the other party's Confidential Information by virtue of this Agreement.

LIMITATION OF LIABILITY
In no event will either party be liable to the other party for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

Notwithstanding anything to the contrary in any Purchase Order or elsewhere in any other document, in no event shall VirTra's cumulative liabilities for work performed under any resulting agreement exceed the amounts approved by VirTra's insurer for a claim validated by VirTra's insurer and covered by VirTra's insurance policy.

OWNERSHIP OF HARDWARE AND SOFTWARE
Except as expressly set forth herein, Customer acknowledges and agrees that all right, title, and interest in and to the VFE and or VFE (and the intellectual property rights associated therewith) provided to Customer under the terms and conditions of this Agreement shall, at all times, belong to VirTra or VirTra's partners, suppliers, and licensors. Nothing in this Agreement shall be construed or interpreted to confer any ownership interest in or to the VFE to Customer. Notwithstanding the foregoing, VirTra may, in VirTra's sole discretion, transfer ownership of the VFE to Customer provided, however, that no transfer of intellectual property shall be inferred by such a transfer and continued use of the VFE after transference is permitted only by means of a continuing license from VirTra.

TAXES
Sales tax, end user tax, pass-through tax, value-added tax (VAT), transaction privilege tax, consumption tax, customs tax and/or duties are the sole responsibility of the Customer, and Customer agrees to reimburse VirTra for all applicable taxes that Customer is required to collect, regardless of the tax amount being excluded from VirTra's quotes or Customer's Purchase Orders.
Customer must provide VirTra with a correct, valid, and signed tax exemption certificate applicable to the specific licenses and services purchased, relevant to the end use location, prior to VirTra invoicing. If an invalid tax exemption certificate is received or no tax exemption certificate is received, it will be the responsibility of the Customer to pay all required taxes. Additionally, it will be Customer's responsibility to obtain any tax refunds permitted if VirTra has collected and remitted taxes to a taxing authority.

LICENSE GRANT
Subject to prompt receipt of full payment and the terms of this Agreement, VirTra hereby grants to Customer a non-exclusive, revocable license to use, at the specific location of the installation, the VirTra Furnished Equipment and software specified in Exhibit D. Customer must promptly notify VirTra in the event of a planned relocation of the equipment.

The Parties hereby incorporate Exhibit E, Customer's "CITY OF FLAGSTAFF REQUIRED TERMS AND CONDITIONS" as agreed terms by the Parties.

Exhibit B:
Maintenance and Support Agreement

During the term of the Agreement and provided that Customer in material compliance with the terms and conditions set forth in Exhibit A, VirTra includes the following maintenance and support at no additional charge. Notwithstanding the foregoing, warranty and support may be excluded for any and all equipment damaged or destroyed by improper use or misuse in which case, additional charges may apply.

1. VirTra system technician on installation site one time during Plan Year to perform the following functions as needed and if applicable. Annual site visits only available on Contracts with the VirTra V-180 or V-300 Simulator Systems in Exhibit D.

- Upgrade VirTra Operating system (VOS) Features.
- Install new VirTra training scenarios.
- Clean Computer, Monitor & Keyboard
- Perform Computer Diagnostics.
- Clean Simulator Screens.
- Upgrade to most current base library.
- Recalibrate system.
- Inspect Refill Station & Regulator
- Recondition & Test Recoil Kits
- Zero all Laser Based Items.
- Test Threat-Fire® Devices for Proper Functionality.
- Test OC & TASER® Devices for Proper Functionality.
- Inspect & Test Speakers and Sound FX.
- Provide a List of Inspected Items Provide User Refresher Training.

2. Parts and Labor in the event of a non-functioning system or accessory.
3. Use of VirTra's Advance Replacement Program.
4. Telephone Support between the hours of 8AM and 5PM AZ Time. After Hours Support calls returned between 8AM and 9AM the following day.
5. Travel expenses if a VirTra technician must travel to customer location.
6. Overnight Shipping on all replacement or repaired parts.
7. Remote Assistance where available.

VirTra Operating Software Version will be automatically upgraded to the most current and applicable release during Annual visit. Hardware must be supportive of the new release and have enough hard drive space available on the system. Customer will receive the most current base library at the time of their annual service visit. Not all training

scenarios may be compatible with Customer system and, accordingly, no guarantee of additional scenarios is provided. TASER® X26 blue handle units found to be defective will be replaced with laser sim cartridges and customer will be required to supply working TASER® handle. Limited Quantities and not available for all components.

Exhibit C:
VFE Acceptance Checklist

- Initial Setup and Testing (Some items may not be applicable) Visually Inspect the system and Explain its Components
- Open each box/container and verify all items are accounted for Setup and Position Screen(s) and CPU Rack
- Layout Speakers, All Wiring and Balance all Sound Levels Install Training Platform (If Applicable)
- Install and Align all Projected Images and Camera Views Test all Weapon Kits and Wireless accessories
- Ensure all User Manuals are Correct for system & Accessories Instructional Training (***Some items may not be applicable) Explain Proper Maintenance and Environmental Conditions Explain the importance of Firearm Safety
- Explain and Demonstrate how to Install Weapon Kits
- Explain and Demonstrate how to properly Maintain Weapon Kits
- Explain and Demonstrate how to use the VirTra Refill Station & Tank Filling Explain and Demonstrate how to Fill the Weapon Magazines
- Explain and Demonstrate how to Properly Boot Up and Shutdown the system Explain the functionality of Wake-On-LAN
- Explain and Demonstrate how to Run VOS™
- Explain the Different Scenario Types and how to run Each Type of Scenario Explain and Demonstrate how to Create Scenario Tags and Filters
- Explain and Demonstrate how to Create Scenario Playlists Explain and Demonstrate how to Add Scenario Favorites Explain and Demonstrate Proper Projector Alignment
- Explain and Demonstrate V-Tracking Camera Calibration through V-Tracking Tools Explain and Demonstrate how to use Diagnostics through V-Tracking Tools
- Explain Laser ID's vs Pulse Lengths
- Explain and Demonstrate how to Add a New Weapon Kit Explain and Demonstrate how to Enter a New Trainee
- Explain and Demonstrate how to assign Trainee's and Weapons Explain and Demonstrate how to Zero a Weapon
- Explain and Demonstrate Directional Surround Sound
- Explain and Demonstrate how to run and Configure VirTra Accessory Controller Explain and Demonstrate how to use VirTra Wireless Devices
- Explain and Demonstrate how to Run a Video Scenario Explain and Demonstrate Scenario Branching
- Explain and Demonstrate Scenario Debrief Explain and Demonstrate Presentation Mode
- Explain and Demonstrate Low-Light
- Explain and Demonstrate TMaR
- Explain and Demonstrate Breach Door
- Explain and Demonstrate how to Create a Marksmanship Trainee Set Explain and Demonstrate how to Boresight in Marksmanship
- Explain and Demonstrate how to Run a Free Fire Course in Marksmanship Explain and Demonstrate how to Run a Pre-built Course in Marksmanship Explain and Demonstrate how to Run Marksmanship Debrief
- Explain and Demonstrate how to Create and Import a Custom Target Explain and Demonstrate how to Create and Import a Custom Course of Fire Explain and Demonstrate how to use VirTra Remote Desktop
- Explain how to access VirTra Administration, including as an Administrator Explain all Icons and their functions of VirTra Administration
- Explain the Safety Precautions and Waiver Explain what consumable items are

- Explain the VirTra Warranty and Customer Service & Support Procedures Show client where manuals are located for system/accessories
- Explain and Demonstrate how to run V-Author®
- Explain and Demonstrate how to use the VirTra Pano Edit Tool (if applicable)
- Explain and Demonstrate how to Import a V-Author® Scenario (if applicable)
- Explain and Demonstrate how to Export a New V-Author® Scenario (if applicable)
- Explain and Demonstrate how to Author a Single Screen Scenario (if applicable)

Exhibit D:
Services, VirTra Furnished Equipment and Annual Rate Summary

Product SKU	Product Code	Product Description	Quantity
7001000	V-VICTA-01	VirTra-Virtual Interactive Coursework and Training Academy™ certified simulator training curriculum. V-VICTA™ is a progressive science based approach to the use of simulation as a training system. Program materials include teacher lesson plans, student outline, presentation material, pre-tests, post-tests, course evaluation and all interactive video learning material in conjunction with the simulator for each available course. Virtual Instructor scenarios teach, train, test and sustain methodology to ensure participants dynamically absorb information to facilitate long term transfer of critical psycho-motor skills. Available exclusively to all VirTra simulation systems under a current warranty, service or subscription plan.	1.00
2000307	V-300-4K-TC-PT	VirTra's V-300 4K ProTruss Package front-project simulator with TrackCam uses five (5) interconnected borderless screens to create fully immersive active engagements in a 300 degree environment. Comes with complete skill drills, marksmanship and video scenario library, six (6) computers, and multi-directional audio/projection equipment, ProTruss system, cabling and wiring system. APEX data collection, analytics, and reporting.	1.00
4010400	V-M4-KIT-1	M4 AR15 M16 Tetherless laser recoil kit. Includes one standard magazine. Includes one micro USB charger. (All recoil kits convert real firearms which must be supplied by the customer).	2.00
4010403	V-M4-SM	VirTra engineered, refillable, double seal, standard magazine. One refill station (V-RFS) and one adapter plate (V-M4-SM/ASM-AP) required for CO2 refill. M16, AR-15, M4, 30 Rd.	2.00
4001702	V-G17G5-KIT-1	Glock 17 (Gen 5) Tetherless laser recoil kit with proprietary True-Fire™ technology to eliminate false-fire and double-shots during simulation training. Includes one standard magazine. (All recoil kits convert real firearms which must be supplied by the customer).	2.00
4004501	V-G45-KIT-1	Glock 45 Tetherless laser recoil kit with proprietary True-Fire™ technology to eliminate false-fire and double-shots during simulation training. Includes one standard magazine. (All recoil kits convert real firearms which must be supplied by the customer).	1.00
4001706	V-G17-SM	Additional Standard magazine for use with the V-G17 recoil kits.	4.00
5000750	V-RFS	Table-top refill station for all refillable magazines. Includes automatic push button activation and one CO2 tank which must ship empty. Includes travel case.	1.00
4010407	V-M4-SM/ASM-AP	Adapter plate for the V-M4-SM and V-M4-ASM (Requires VirTra refill station).	1.00
4001710	V-G17-SM-AP	Adapter plate for the V-G17 (Requires VirTra refill station).	1.00
5000409	VLSI-SHG	Non-eject shotgun laser insert for all 12 gauge pump action shotguns. Please contact us to confirm weapon compatibility.	1.00
5000403	VLSI-40MM-LSR	40MM laser based sponge round for use with tube launchers.	1.00
1003-10067	V-TAS-T10	TASER® 10 Simulation Handle and Magazine. Operates with VirTra Simulations.	2.00
5000700	V-TMAR	Trainee monitor and recording (TMaR). Camera and cables for real-time monitoring, recording, and playback during debriefing sessions of trainees. Includes software and hardware that integrates into the VirTra line of simulators.	1.00

Exhibit E

CITY OF FLAGSTAFF REQUIRED TERMS AND CONDITIONS

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

These terms and conditions replace and supersede any conflicting terms in this Agreement.

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

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

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

4. **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.

5. **FORCED LABOR OF ETHNIC UYGHURS:** Contractor 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.

Exhibit F

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/14/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lovitt & Touché A Marsh and McLennan Agency, LLC 8605 E. Raintree Drive, Suite 200 Scottsdale AZ 85260	**CONTACT NAME:** Christine Torrance **PHONE (A/C, No, Ext):** 602-792-2322 **FAX (A/C, No):** 602-956-2258 **E-MAIL ADDRESS:** christine.torrance@marshmma.com
INSURED VIRTSYS-C2 VirTra, Inc. 295 E. Corporate Place Chandler AZ 85225	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Federal Insurance Company / 20281 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 900436133 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	35916537	4/11/2026	4/11/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			73577294	4/11/2026	4/11/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			79871478	4/11/2026	4/11/2027	EACH OCCURRENCE AGGREGATE 	$ 15,000,000 $ 15,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	71765122	11/18/2025	11/18/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Hired Auto Physical Damage			73577294	4/11/2026	4/11/2027	Hired Auto Comp Ded Hired Auto Coll Ded	$1000 $1000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as additional insured as respects general liability coverage and if required in a written contract, subject to all policy terms, conditions, definitions and exclusions. General Liability coverage is primary and non-contributory if required by written contract. Waiver of Subrogation applies to the general liability if required in a written contract.

Waiver of Subrogation applies to Workers' Compensation if required in a written contract.

CERTIFICATE HOLDER

Evidence of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Scott Overton, Public Works Division Director

Co-Submitter: Bayley Chotena

Date: 09/24/2026

Meeting Date: 10/06/2026

TITLE

American Public Works Association Accredation Review Team Introduction

STAFF RECOMMENDED ACTION:

Introduce the American Public Works Association Accreditation team that is evaluating the Public Works division.

Executive Summary:

N/A

Information:

Introductions and welcome

Attachments:

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: David Pedersen, Capital Improvements Project Manager

Date: 09/24/2026

Meeting Date: 10/06/2026

TITLE:

Consideration and Approval of Contract: Inner Basin Waterline Roadway and Critical Water Infrastructure Project

STAFF RECOMMENDED ACTION:

1.Approve the cooperative contract for Waterline Road repair and critical water infrastructure work with Hunter Contracting Co. for $958,643.39 and 60 calendar days; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Following an active monsoon season, the Waterline Road has experienced large-scale erosion in key areas of the road that were not part of the original scope or locations of work with the Inner Basin Restoration Project. The scope of work will include repairing these sections of road which no longer supply safe passage for the City's fuel trucks and other operation and maintenance equipment to access the critical water infrastructure in the Inner Basin. Furthermore, this scope of work will allow for the concrete encasement of a large section of waterline pipe which crosses a large drainage and is currently suspended in the air and unprotected.

Financial Impact:

The cost of the roadway and water infrastructure repairs is $958,643.39.
The budget authority for this contract is in account 202-08-370-3677-0-4441 with an amended FY2026-27 budget of $1,024,973.
Funding Source: Drinking Water Fund

Policy Impact:

No impact.

Previous Council Decision or Community Discussion:

The Inner Basin Restoration Project was before City Council seven times. However, this additional work request has not been before City Council before.

Occurrences of City Council Dates for the Inner Basin Restoration Project:

- **10 January 2023** - Presentation with Project details was presented by City Staff and USFS personnel
- **17 January 2023** - Contract and GMP 1 approved by City Council *(30% design work)*
- **2 May 2023** – GMP 2 approved by City Council *(90% design work)*
- **3 July 2023** - Contract for Inspection Services approved by City Council
- **28 August 2023** – GMP 3 for Final Design and Maintenance Repair Services
- **20 February 2024** – GMP 4 for Construction and Repair Services

- **17 September 2024** – Change Order 3 for spring catchment systems repair

Options and Alternatives to Recommended Action:

1. Approve the cooperative contract for Waterline Road repair and critical water infrastructure work at with Hunter Contracting Co. for $958,643.39 and 60 calendar days; or,
2. Reject approval of the award as recommended. This action would delay or cancel the repairs.

Background and History:

Over the course of the past 14 months, since the completion of the Inner Basin Restoration Project, the Waterline Road has had two monsoon seasons and one winter season which has significantly impacted several portions of the Waterline Road which were not improved or repaired as part of the original project. These portions of the roadway have become impassable to the well fuel truck, and other larger equipment to operate and maintain the Waterline Road and water infrastructure system in the Inner Basin. Moreover, there is a section of spring catchment waterline that is suspended and exposed through a significant drainage and is fully compromised. This work will allow this portion of the waterline infrastructure to be concrete-encased and protected from further damage and breakage. The ability to work in these high-elevation environments is limited and this work is slated to take place immediately before the snowpack begins to form and the City could potentially miss the opportunity to collect a significant portion of next spring's meltwater.

Spring water from the Inner Basin can peak as high as 2 million gallons per day (MGD) in summer months. Well water from the three wells (IB9, IB11 & IB14) in the Inner Basin has a similar peak capacity of about 2MGD. The design capacity of the North Reservoir Filtration Plant (NRFP), where Inner Basin water is treated, is 4MGD. Overall, Inner Basin water can account for at least 20% of Flagstaff's daily potable water demand during peak consumption weeks of summer. In summary, spring and well water from the Inner Basin is a significant supply of both potable water to the residents in and around Flagstaff, as well as fire-fighting purposes. Repair and reinforcement of Waterline Road and Inner Basin spring water infrastructure and catchments are urgently needed to ensure the health and safety of the community.
Working with the Purchasing section, an agency contract for Hunter's services was found to support a cooperative contract with the City. The City of Tucson has supplied the documents to create the contract.

Purchasing staff has reviewed the agency contract and determined it to be valid, within the scope of this project and currently active.

Connection to PBB Priorities and Objectives:

Safe and Healthy Community – Ensure the built environment is safe through the use of consistent standards, rules and regulations, and land use practices
Sustainable, Innovative Infrastructure – Deliver outstanding services to residents through a healthy, well-maintained infrastructure system

Connection to Regional Plan:

Regional Plan – Goal E&C.7 – Environmentally Sensitive Lands Goals and Policies
Give special consideration to environmentally sensitive lands in the development design and review process

Regional Plan – Goal WR.5 – Stormwater and Watershed Management Goals and Policies
Manage watersheds and stormwater to address flooding concerns, water quality, environmental protections, and rainwater harvesting.

Regional Plan – Goal WR.3 – Water Demand Goals and Policies
Satisfy current and future human water demands and the needs of the natural environment through sustainable and renewable water resources and strategic conservation measures.

Connection to Carbon Neutrality Plan:

Carbon Neutrality Strategies

Water Security (WS-1) – Improve water infrastructure and expand water reuse.
Water Security (WS-2) – Improve ecosystem management for protection of water resources.
Healthy Forests and Open Spaces (HF-2) – Restore and maintain the natural fire-adapted structure and pattern of the forests of the greater Flagstaff region through collaboration with partners.
Health and Safety (HS-4) – Improve the resilience of public infrastructure and City facilities.

Connection to 10-Year Housing Plan:

This project will help to ensure water supply to our community that will compliment the 10-Year Housing Plan.

Attachments:
Cooperative Purchase
Agency Contract Tucson JOC
Vicinity Map
Presentation
Hunter Proposal

COOPERATIVE PURCHASE CONTRACT

Contract No. 2027-419

This Contract by and between the City of Flagstaff, a political subdivision of the State of Arizona, and Hunter Contracting Co., a/an Arizona corporation ("Contractor") shall be effective as of the date of the last signature below. The City and Contractor may be referred to as "Party" or jointly as "Parties."

RECITALS

WHEREAS, Contractor is a fully authorized vendor of Inner Basin Waterline Roadway and Critical Water Infrastructure Project;

WHEREAS, a competitive and open procurement process was conducted through RFQ 240055 that resulted in 240065-01 with Contractor ("Agency Contract"); and

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

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

AGREEMENT

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 hereto as *Exhibit A* and in accordance with the Agency Contract. A general description of the materials and/or services being purchased is:

TBD

2. Terms and Conditions of Agency Contract Apply

1. All provisions of the Agency Contract documents contained within 240065-01, attached hereto as *Exhibit(s) B and C,* including any amendments, are incorporated in, and shall apply to this Contract, as though fully set forth herein.
2. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract related to price for materials and/or services.

3. Compensation

3.1 Payment

Contractor shall be paid for satisfactory performance of the Contract in an amount not to exceed nine hundred fiftey0eight thousand six hundred forty-three dollars and thirty-nine cents ($958,643.39), TBD, including fees and taxes; made in accordance with the price list and terms set forth in the Agency Contract.

3.2 Formal Amendment Required

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. Term and Renewal

4.1 Contract Term

A. The underlying Agency Contract expires on May 22, 2027.

B. The term of this Contract is for a period of one (1) 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.

4.2 Renewal

The Contract may be renewed for up to TBD 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.

5. Insurance

All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Upon request, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.

6. Notice

Any formal notice under the Contract shall be in writing via certified mail and email as follows:

To the City:
David Pedersen
City Engineering - Capital Improvements
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Email:dpedersen@flagstaffaz.gov
Phone:(928) 213-2677

To the Contractor:
Taylor Bates
Hunter Contracting Co.
701 N Cooper Road
Gilbert, Az 85233
Email: taylor.bates@huntercontracting.com
Phone: 480-892-0521

With a copy to:
Emily Markel
City of Flagstaff
211 W. Aspen Ave.

Flagstaff, AZ 86001
Email: emarkel@flagstaffaz.gov

IN WITNESS WHEREOF, the Parties hereto have executed Contract as of the date hereinbefore indicated.

CITY OF FLAGSTAFF	CONTRACTOR
SIGNATURE	**SIGNATURE**
FULL NAME	**FULL NAME**
TITLE	**TITLE**
DATE SIGNED	**DATE SIGNED**

Attest:

SIGNATURE

Stacy Saltzburg

FULL NAME

City Clerk

TITLE

DATE SIGNED

Approved as to form:

SIGNATURE

FULL NAME

City Attorney's Office

TITLE

DATE SIGNED

CITY OF TUCSON

Contract No. 240056-01

JOC for Roadway Construction

Table of Contents

1. Hunter's response to Intent to Negotiate
2. City's request for Intent to Negotiate
3. Hunter's response to RFQ
4. Offer & Acceptance
5. Pricing
6. FTA and ARPA Forms
7. Insurance
8. RFQ# 240055

BONDING OPTION SELECTION FORM

CHOOSE ONE OF THE FOLLOWING PAYMENT & PERFORMANCE BOND OPTIONS:

__X__ "Bond per Job"; each project bonded individually prior to Notice to Proceed.

_____ "Annual" bonds in the amount designated by the agency.

Bonding option may be changed, at the request of the contractor, at contract renewal.

The amount of the bonds provided by the Contractor must always be at least equal to the total amount of the contract prices for construction work under job orders issued and not complete. Contractor agrees to provide such additional bonding as may be required to satisfy this requirement as provided under A.R.S. 34-608.

A Certified copy of Power of Attorney of the person signing for the Surety Company must be dated and filed with the bonds.

KINDLY HAVE RESIDENT AGENT COUNTERSIGN THE BONDS (other than the "Attorney in Fact"), AS PROVIDED FOR ON THE BOND FORMS UNDER "ATTEST".

RFQ 240056

Contract Number

Hunter Contracting Co

Company Name



Signature of Person Authorized to Sign

Chuck English, President

Printed Name and Title

5/13/2024

Date

1. Hunter's response to Intent to Negotiate

JOB ORDER CONTRACT

240056

ROADWAY CONSTRUCTION

Hunter Contracting

RATES TO BE USED UNDER THIS CONTRACT:

The rates shall include all equipment, labor, and all other costs necessary to provide Roadway Construction Services.

All invoices shall include an itemized breakdown of all parts and labor for each project done under this contract.

Overhead - 6.43 %

Profit - 8.57 %

Hunter Contracting

Authorized Signature

4/12/2024

Date

Chuck English

Printed Name

2. City's request for Intent to Negotiate

Sandra Alcorn
Principal Contract Officer
(520) 837-4118
Sandra.alcorn@tucsonaz.gov

April 9, 2024

Adam Sedgeman
Hunter Contracting Co
701 N. Cooper Rd
Gilbert, AZ 85233
Adam.sedgeman@huntercontracting.com

Subject: RFQ 240056 – JOC for Roadway Construction

Dear Mr. Sedgeman:

Congratulations! The City of Tucson has completed the step-two scoring for the above referenced solicitation and is pleased to invite your firm to enter into contract negotiations for Group 1 and Group 2.

Please provide your labor and equipment rates pertaining to the scope of services in the RFQ. These rates will be used to price projects under this contract.

This Notice of Intent to Negotiate is not an intent to award a contract and does not establish a contractual relationship with the City. In the event that the City is not able to negotiate a satisfactory contract with your firm, the city will terminate negotiations.

Please provide this information to me on or before Tuesday, April 16, 2024 at Sandra.alcorn@tucsonaz.gov.

If you have any questions regarding this letter, please feel free to contact me by telephone (520) 837-4118 or via email at sandra.alcorn@tucsonaz.gov.

Cordially,

Sandra Alcorn
Principal Contract Officer

3. Hunter's response to RFQ

Hunter CONTRACTING CO.

701 NORTH COOPER ROAD, GILBERT, AZ 85233
6930 NORTH CAMINO MARTIN, TUCSON, AZ 85741
3580 WEST INA ROAD, SUITE 170, TUCSON, AZ 85741

PH: 480-892-0521 FX: 480-892-4932
WWW.HUNTERCONTRACTING.COM

October 13, 2023

COVER LETTER

Ms. Sandra Alcorn
Senior Contract Officer
255 W. Alameda 6th Floor
Tucson, AZ 85701

RE: RFQ 240056 JOC for Roadway Construction

Dear Ms. Alcorn and Selection Committee Members:

Hunter Contracting Co. (Hunter) is excited to share with the City of Tucson (City) our experience and qualifications for this important Job Order Contract for Roadway Construction. Hunter is pleased to submit this Statement of Qualifications for Group 1 and Group 2. As a long-time resident of the Tucson area, we have unparalleled experience working in, around, and with the City on multiple projects, including roadways and all the associated items in Groups 1 & 2 of this RFQ.

We have dedicated *Adam Sedgeman, Project Sponsor, as the Main Point of Contact for this JOC. You can get in touch with Adam at adam.sedgeman@huntercontracting.com and 520.429.5142*. In his role as Project Sponsor, Adam will be responsible for assigning the suitable team from our highly skilled group of project managers, estimators, superintendents, foremen, and all necessary administrative support based on the specific requirements of each job order.

Hunter is an experienced JOC contractor with a track record in federally funded projects and is committed to delivering comprehensive support to the City. This encompasses financial backing, administrative support, staffing, and equipment needed to manage and carry out any project requested by the City.

Should you have any questions for me, don't hesitate to contact me directly at 480.632.4954 or chucke@huntercontracting.com.

Sincerely,

Chuck English
President | Hunter Contracting Co.

ACKNOWLEDGEMENT
Addenda No. 1

CITY OF TUCSON



JOC FOR ROADWAY CONSTRUCTION

RFQ No. 240056

10.13.2023

Hunter CONTRACTING CO.

Hunter CONTRACTING CO.

701 NORTH COOPER ROAD, GILBERT, AZ 85233
6930 NORTH CAMINO MARTIN, TUCSON, AZ 85741
3580 WEST INA ROAD, SUITE 170, TUCSON, AZ 85741

PH: 480-892-0521 FX: 480-892-4932
WWW.HUNTERCONTRACTING.COM

October 13, 2023

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Sincerely,

Chuck English
President | Hunter Contracting Co.

ACKNOWLEDGEMENT
Addenda No. 1

SECTION 1. QUALIFICATIONS AND EXPERIENCE OF THE FIRM (40 POINTS)

1.1. Describe the firm's management and organizational structure.

Hunter Contracting Co. (Hunter) is a family-owned business established in 1947 by its founder, William Hunter, who initially started as Hunter Ditch Lining. The company transitioned to Hunter Contracting Co. in 1961. Our executive leadership team collectively holds an impressive average tenure of 30 years. Among our project managers, the average experience exceeds four years, with several individuals contributing over a decade of service. The entire staff maintains an average tenure of four years, and we take pride in having 50 employees who have devoted more than a decade of service to Hunter.

Hunter's management and organizational structures are guided by our Board of Directors, which includes Max Taddei as Chairman of the Board and CEO; Chuck English as President; Bob Carlson and Dig Karki, P.E., as Vice Presidents. Our corporate structure comprises project sponsors, project managers, project superintendents, and a dedicated team of ancillary personnel. Currently, we have a staff of over 500 professionals, *130 in the Tucson* ***offices*** and over 400 in Gilbert, along with 342 skilled craftsmen.

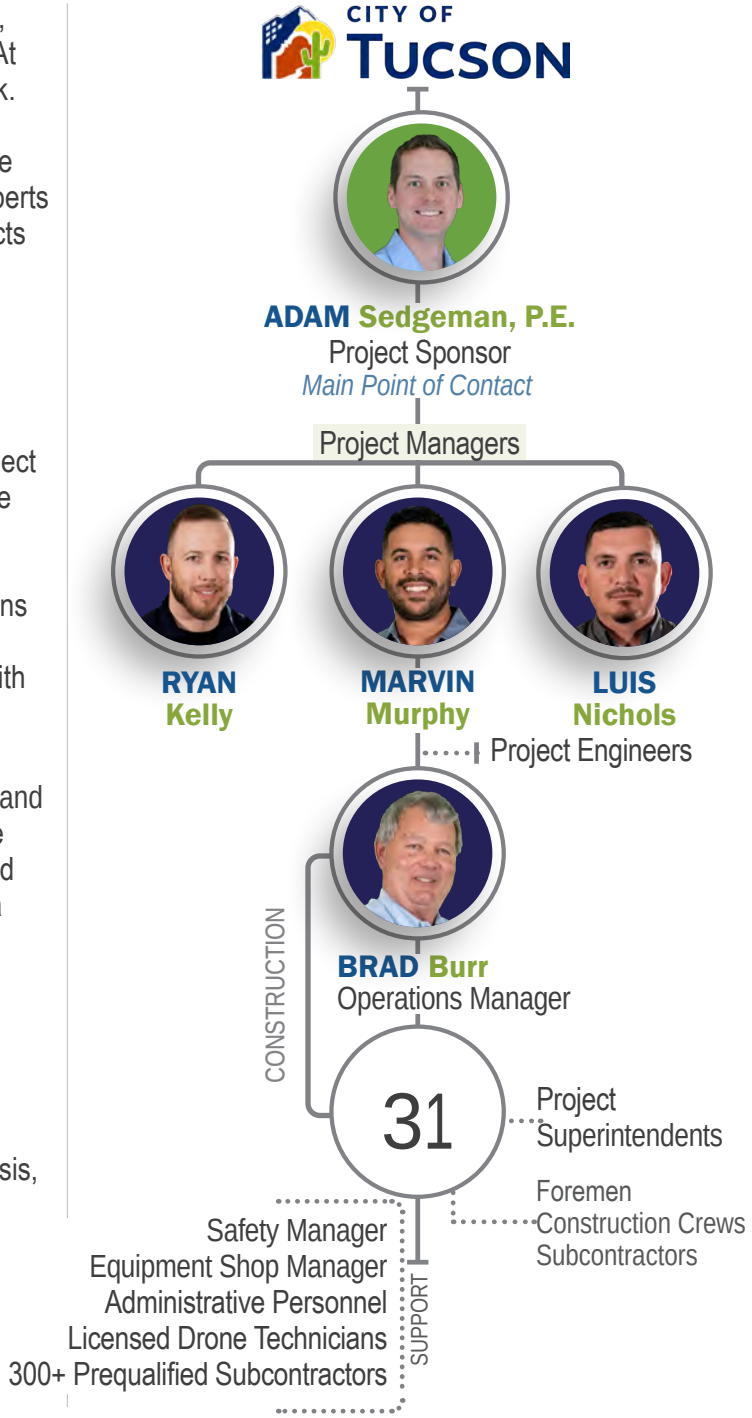
For the management of this master agreement, the work will be overseen from our Tucson office, *Notably, our new Tucson main headquarters is conveniently located at 3580 West Ina Road, just minutes away from our original Tucson location and the I-10 freeway,* by Adam Sedgeman, P.E., serving as the Project Sponsor. Adam will be supported by a team of multiple project managers, preconstruction managers, and superintendents. At Hunter, we firmly believe in the power of teamwork. Regardless of project size, whether it's a $2,000 repair or a $70 million new construction project, we adopt a hands-on approach by hand-selecting experts who possess experience working on similar projects with comparable challenges. This collaborative approach begins with engaging all stakeholders, including the design team and key personnel, from the project pursuit phase until its successful completion.



Team Organization | Adam Sedgeman, P.E., Project Sponsor, will play a crucial role in ensuring that the project is equipped with adequate resources. He will assess potential impacts, collaborate with the appointed project manager to address any concerns related to project risks and conflicting objectives, and actively engage in effective communication with stakeholders. Adam will also stay abreast of the project's progress.

Request / Scoping Meeting | During the bidding and construction phases, our team organization will be led by the most qualified project manager assigned to the specific project. They will be supported by a hand-selected project team comprising a project superintendent and project engineer.

Construction Phase | Hunter employs specific techniques such as CPM scheduling, cost management, cost containment, and proactive quality assurance. Our approach includes regular team meetings on a daily, weekly, and monthly basis, fostering open lines of communication among the entire project team.

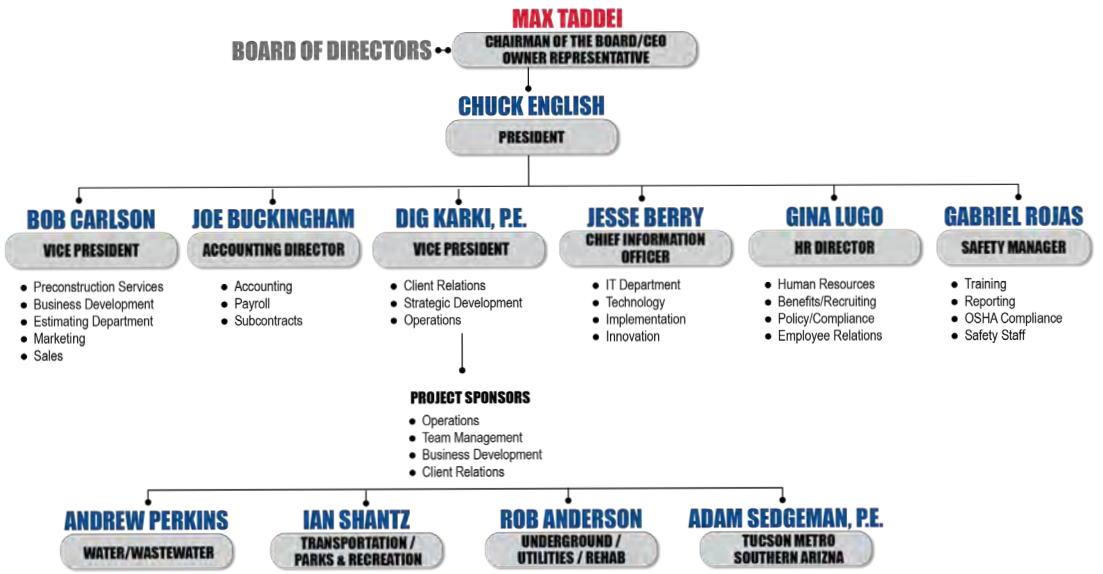


STAFF

- 14 - Estimators/Takeoff Technicians
- 06 - Safety Personnel
- 28 - Shop Personnel (500+ Equipment)
- 36 - Project Managers
- 34 - Project Superintendents
- 39 - Project Engineers
- 307 - Field Personnel
- 21 - Administrative Personnel
- 12 - Licensed Drone Techs
- 300 + Prequalified Subcontractors



ORGANIZATIONAL STRUCTURE



Here's a few of our smiling faces! Hunter's Project Managers, Engineers, Estimators, and Superintendents. ***Ready, willing, and fully prepared to deliver exceptional results for you!***



1.2. Identify and list the qualifications and experience of your firm's key people who will be responsible for performing the work *under the resulting contract.*

ADAM SEDGEMAN, P.E., Project Sponsor

Master of Science in Civil Engineering - University of Arizona

Bachelor of Science in Construction Engineering - North Dakota State University

14 years of experience

3 years at Hunter

Adam has 14 years of experience in construction management. His role functions as a project executive ensuring adequate resource allocation. He proactively identifies and resolves issues by effectively communicating project goals and objectives, maintaining project schedules, and controlling costs. Adam's expertise allows him to analyze bid documents, identify discrepancies in scope, design, and contracts, and address them in advance to prevent confusion and production delays in the field.

In the last three years Adam has been integral part of our Operations in Tucson, completing more than 130 projects as the Project Sponsor, project manager and estimator.

MARVIN MURPHY, Project Manager

10 years of experience

2.5 years at Hunter

Marvin brings ten years of construction experience to the team. His diverse background includes roles as a foreman, superintendent, and assistant project manager. As a goal-driven Project Manager, Marvin is committed to delivering high-quality construction services to clients. His skill set encompasses exceptional construction management and field supervision expertise. Marvin excels in collaborating with architects, inspectors, designers, engineers, and subcontractors to successfully accomplish high-quality work on his projects.

Marvin has contributed to 25 projects during his tenure at Hunter, 10 as project engineer and or estimator, seven as assistant project manager and as the project manager on eight projects all with similarities to this job order contract.

RYAN KELLY, PMP, Project Manager

Bachelor of Project Management - Ashford University PMP Certified

10 years of experience

2.5 years at Hunter

Ryan has over ten years of construction experience and is responsible for overseeing project management functions, including cost estimating, budget control, project scheduling, request for proposals, purchasing, and collaboration with construction supervisors, skilled trades, and subcontractors. Ryan's expertise extends from serving as a Project Engineer, Assistant Project Manager to Project Manager, successfully delivering projects ranging from $8 thousand to $5.5 million.

Ryan has 30 projects under his belt with Hunter, 12 as project engineer, 5 as assistant project manager and 13 as project manager and or estimator.

LUIS NICHOLS, Project Manager

Associate of Science Engineering, Pima Community College

22 years of experience

4 years at Hunter

Luis brings over 22 years of field experience to the Hunter team. He will be responsible for overseeing all project activities starting with the preconstruction services to the everyday general construction services and will be your main point of contact throughout the project. As a project manager, he will leverage his 8 years of experience as a grading foreman and vast knowledge with GPS Equipment to ensure that all personnel and subcontractors are managed correctly and maintain the project on schedule.

Luis has contributed to 27 projects over the last four years, 17 as project estimator, and or engineer, three as assistant project manager and or preconstruction manager and eight as project manager.

Additional available project managers based in Tucson:

- James Morrison
- Guillermo "Memo" Aguirre
- Jesse Grinsteiner
- Adam Bishop
- 28 additional project managers based in Gilbert

Fun fact: this management team has all been the recipient of ***Hunter's I Bid it, I Built it Right*** *button program*



BRAD BURR, Operations Manager

IES - Safety and Health Management - North Carolina State University, Landscape Architecture - University of AZ

42 years of experience

4 years at Hunter

Brad has four decades of experience in project management, planning, estimating, scheduling, cost accounting, design review, safety, and team management, Brad brings a wealth of expertise to our team. His responsibilities encompass the entire project lifecycle, starting from preconstruction activities such as detailed plan reviews and identifying optimal construction methods, personnel, and subcontractor requirements. During construction, Brad efficiently manages multiple superintendents and subcontractors, ensuring the availability of manpower, equipment, materials, supplies, utilities, finances, technology, and methods necessary to complete projects on schedule, within budget, and in accordance with specified quality and performance standards.

1.3. Describe how your firm will respond to owner concerns.

Hunter is a proven leader in providing design and construction services on JOC projects in Arizona. Our commitment of responding within hours of request includes our developed effective and efficient approach to executing job orders.

Partnering | A basic principle and key element to a JOC contract and something Hunter lives by. We seek to foster our long-term relationship with the City to allow for collaboration, performance and trust on your JOC projects– we strive to be considered a part of the City's staff. We take great pride in the partnering relationships we develop on our projects. We ask questions of all stakeholders to fully understand the expectations in order to deliver an award-winning project.

Hunter understands the benefits of partnering—our coordination, collaboration, and positive reinforcement of relationships with all parties is crucial for project success. The Hunter team will bring all stakeholders to the table early to foster a "one project–one team" environment where issues and goals are always at the forefront. This is where we shine, bringing clear and concise methods for responding to owner concerns by facilitating a communication ladder and providing tasks to hold each team member accountable to the established timeline for finding a solution.

Safety | In addition we understand the City's concerns for safety, pedestrian safety, vehicular safety, staying off private property, maintaining access during the gem show and holiday travel construction restrictions to name a few.

Process | The flow chart (right) shows our proven process that provides a successful and high performance approach to your JOC.



This successful JOC process has helped Hunter complete over 90 projects (ranging in size from less than $10,000 to over $7,000,000 for the City of Phoenix's Emergency 7th St. Bridge Repair) for Arizona cities and towns in the last five years.

Services | We provided services that include earthwork, site work, rough and finish grading, new asphalt paving, mill and overlay, slurry seal, decorative asphalt, concrete removal, placement, sidewalks, valley gutters, curbs, guardrails, handrails, bike-ways, multi-use paths, infrastructures, storm water pipe, culverts, con-arches, headwalls, catch basins, among others.

Support | Our core JOC team is supported by experienced estimators, takeoff engineers, and reliable subcontractors both in our local Tucson office and main Gilbert office. Hunter has successfully performed JOC services for various agencies within Pima and Maricopa counties for over 22 years.

Quick Turnaround | We understand the necessity on JOC projects for quick turnaround of cost estimates, schedules and other paperwork to expedite the process. We are adequately staffed to fully support the JOC team.

Team Advisor | Based on past and current JOC experience, Adam Sedgeman, Project Sponsor, will become an essential, hands-on advisor to the City. Adam and his team are strongly motivated to provide outstanding service and quality work to create opportunities for additional work orders. This type of partnership allows for increased communication between Hunter and the City to enhance the partnership aspect of the JOC contract, which results in high-quality construction, service and enhanced quality control. Our proven quality in delivering JOC contracts has significantly reduced or eliminated punch lists altogether.

Project Understanding | Our preconstruction phase services starts with a complete understanding of the project through detailed scoping meetings. In simple projects we can provide conceptual designs to assist in cost estimating and construction. On more complex projects, where design is required by a registered engineer, we will either hire an engineer or work with a City contracted engineer. We will provide constructability reviews and recommend ideas and solutions based on experience and lessons learned. Our team's goal during preconstruction is to assist the design engineer to maximize the design, ensuring the City achieves the greatest value on the project.

- *Hunter commits full time to the design team.*
- *Hunter utilizes tools to investigate site information and on-site as-builts (Pima Maps).*
- *Value engineering to save budget and time - prior investigation, potholing, preliminary survey, utilize lessons learned in the design phase.*
- *Evaluate any issues that will develop during construction and eliminate them in preconstruction.*
- *Partner with the design team to ensure no changes during construction.*
- *Owner buy-in throughout.*
- *Contractor driven, lead designer and owner **to solution, to meet schedules, keep within** budgets.*

Hunter understands that projects might have (1) limited preliminary plans and general scopes of work; (2) limited or non-existent information on existing utilities, topography, and survey controls; (3) requires immediate response for material, equipment and manpower. Hunter's proven JOC process addresses these conditions.

Our process provides the following:

- *Travel to assess the project site*
- *Utilize Pima County Maps for existing site information*
- ***Work with the Owner's Rep to develop a complete scope of work***
- *Perform preliminary site investigation, if necessary*
- *Generate a cost proposal*
- *Submit the cost proposal to the City for approval*
- *Construct the project after the City approves the cost proposal*
- ***Have project personnel with decision making** authority available immediately*

Cost Control and Completion Tracking | In addition to the teams budget and schedule control, they will also provide weekly and monthly reporting to the city based on the project schedule. Hunter uses Microsoft Project and Viewpoint for our schedule and documentation (unless the city would like another software provider) which effectively mitigates or eliminates cost over runs.

Emergency Response | It is understood that this JOC contract may at times require emergency response. This is something that we are extremely accustomed to through our JOC Contracts with Tucson Water, Pima County Wastewater, Pima County Flood Control and the City of Phoenix.



*1.4. List all Arizona professional and contractor **licenses held by your firm/team. Provide the** license number and explain if held by an **individual or the firm.***

Hunter holds the following Arizona contractor licenses:

- *ROC 070961 A General Engineering*
  Expires 8/31/24
- ***ROC 067542 B General Residential***
  Expires 3/31/24
- ***ROC 075851 B-1 General Commercial - Expires 1/31/25***
- ***ROC 023057 B-4 General Res. Engineering***
  Expires 2/29/24

Individual Professional Registration:

- *Adam Sedgeman, P.E. - Professional Civil Engineer Arizona - License No. 59952*
- ***Dig Karki, P.E. Vice President -** Professional Engineer Arizona - License No. 61316*

SECTION 2. QUALITY OF WORK, METHOD OF APPROACH

Since 2002, Hunter has been offering job order contract (JOC) services in the road and transportation sector. This service has extended to various municipalities, including the City. Apart from JOC projects, Hunter has substantial road construction and rehabilitation expertise. This includes projects such as new roads, bridges, adding lanes, storm water drainage, sidewalks, curb and gutter, signalization including traffic signals and signage, aligning well with the characteristics of this JOC. Our familiarity with transportation projects encompasses system renovations, modifications, and installations, incorporating diverse methodologies like CMAR, Design-Build, and Design-Bid-Build. With a capable JOC team led by Adam Sedgeman as Project Sponsor and the primary contact and the assigned Project Manager, each job order will be executed by a team tailored to the specific project discipline, ensuring optimal results.

Hunter's Job Order Contract History

JOB ORDER CONTRACTS	TERM	# JOBS
Phoenix Water Production Facilities	2002 - 2008	250
Tucson Streets	2003 - 2006	17
Phoenix Citywide Paving, Concrete & Storm Drain	2003 - 2011	85
Tucson Landfill Construction Services	2003 - 2008	17
Phoenix Housing	2003 - 2003	5
Tempe Misc. Construction & Minor WWTP Imp.	2008 - 2011	8
FCDMC ACDC Storm Drain Pipe Repair	2009 - 2011	25
FCDMC Earthwork Services	2009 - 2011	5
Phoenix Water & Wastewater Facilities Gen Con	2007- 2012	109
Phoenix Street Transportation Dept. Gen Con	2007 - 2012	44
Phoenix Citywide Demolition	2010- 2013	7
Scottsdale Citywide Heavy Site & Civil Work	2011 - 2015	23
Phoenix Citywide Civil Construction JOC	2011 - 2016	114
Phoenix Street Transportation Dept. Gen Con	2012 - 2017	25
Tucson Landfill Construction Services	2012 - 2017	0
Peoria JOC for Park, Trail & Landscape Const.	2013 - 2018	10
Peoria JOC for Wet Utility Pipeline Projects	2015 - 2019	17
Tempe City Parks Infrastructure Improvements	2015 - 2020	9
Peoria JOC for Wet Utility Pipeline Projects	2019 - 2024	36
Avondale Parks	2016 - 2020	5
GRIC/PMIP Water Delivery	2018 - 2023	3
Tucson Water Production Facilities	2018 - 2023	3
Tucson Park Improvements	2019 - 2020	2
Mesa General Utilities	2019 - 2025	5

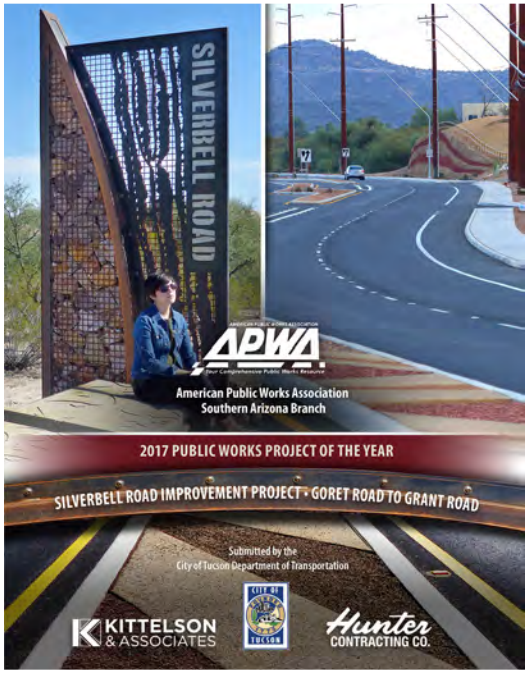
JOB ORDER CONTRACTS	TERM	# JOBS
Mesa Specialty Utilities	2019 - 2024	4
Tucson Main Replacement	2018 - 2020	42
Pima County Flood Control	2017 - 2020	32
Buckeye Water Utility Pipeline & Infrastructure	2019 - 2020	1
Buckeye Water Production Infrastructure	2019 - 2020	4
Buckeye Wastewater Treatment Infrastructure	2019 - 2020	3
Gilbert General Utility	2019 - 2020	2
Phoenix Bridge and Dam Repair	2020-2022	1
Phoenix ROW Construction	2020-2024	1
Phoenix Civil Citywide Construction	2022-2025	3
Phoenix Specialized Piping & Coatings	2023-2026	0
Phoenix Steel & Concrete Tank Rehab	2023-2026	0
Oro Valley Water Main	2023-2024	0
Oro Valley Water Facility	2023-2024	0
Pima County Flood Control Facilities	2021-2026	44
Pima County WWRD	2020-2025	59
Tucson PCCP & CCP	2022-2025	0
Tucson Green Stormwater	2023-2026	0
Queen Creek Roadway Civil Sitework	2023-2025	0
Glendale Water Wastewater	2023-2025	0
Marana Water and Sewer	2023-2025	0
TEP/UNS Energy	2023-2025	1
Tucson Water Main Replacement	2023-2025	4

2.1. *Identify FOUR (4) recent projects awarded **to your firm similar in scope to the work contemplated under the resulting contract.***

Hunter is highlighting four projects that all encompass all or some of the same scope of work that is required by the JOC.

Similarities:

- *Concrete Paving*
- *Curb and Gutter*
- *Emergency Repairs*
- *Grading*
- *Landscape and Irrigation*
- *Medians*
- *Pavement Maintenance*
- ***Pavement Markings***
- *Paving*
- ***Round-A-Bouts** / Circles*
- ***Sidewalk and Ramps***
- *Speed Reducing Devices*
- *Storm Drainage*
- ***Traffic Control***
- ***Traffic Signals** and Lighting*



Silverbell Road: Grant to Goret

AWARD WINNER

Description of Project: Funded through the Regional Transportation Authority (RTA), this City of Tucson project widened Silverbell Road, from Goret Road to Grant Road, to a four-lane divided roadway with two lanes in each direction. Improvements included a raised median island, bike lanes, a sidewalk on the west side of Silverbell Road, a multi-use path on the east side of Silverbell Road, drainage crossing improvements, LED street lighting, traffic signal improvements at the Grant and Goret intersections, bus stop improvements, native landscape, retaining walls at the large slopes, and public art.



Costs: $9,585,704 original / $9,873,359 final (owner added scope)
Owner: City of Tucson
Contact: Joe Chase, 520.904.1762 joseph.chase@hdrinc.com





CFD 4

Description of Project: Project is one portion of larger master plan. Overall improvements include public roadway, public sewer and pedestrian crossing projects within the Rancho Sahuarita master plan in Sahuarita, Arizona. Hunter's work consisted of grading, sewer improvements and sleeving, drainage improvements including the construction of two (2) precast concrete drainage structures, together with roadway and landscaping improvements for Rancho Sahuarita Boulevard, along with pedestrian HAWK crosswalk improvements to an existing public roadway.

Costs: $2,414,518 orig. / $2,435,209 final
Owner: Rancho Sahuarita Management Co.,
Contract: Mike Bowman, 520.299.8766 michaelb@ranchosahuarita.com





Patagonia Roadway Improvements

Description of Project: Phase 3 of the project consists of the repaving of 27,456 square feet of McKeown Avenue. It also consists of the repaving of 3,360 square feet of 4th Avenue and the repaving of 1,892 square feet of Quiroga Lane. Lastly, the project includes the paving of 30,090 square feet of dirt parking areas along McKeown Avenue, 1,704 square feet of dirt parking area along 4th Avenue, and 1,950 square feet of handicapped accessible parking.



Phase 4 of the project included removal and reconstruction of existing roadway and flatwork concrete on 4th Avenue from McKeown Avenue to SR82.







Phase 3
Costs: $749,795 orig. / $734,289 final
Phase 4
Costs: $649,134 orig. / $650,000 final
Owner: Town of Patagonia
Contact: Ron Robinson, 520.394.2229, patagoniagov@qwestoffice.net



La Cholla Boulevard Phase 2

AWARD WINNER

Description of Project: Reconstruction of three traffic signals at the intersections of La Cholla Boulevard with Lambert Lane, Naranja Drive, and Glover Road with signalized and marked pedestrian crossings; widening to four lanes, including raised landscaped median, curbs, multi-use path, and sidewalk; and construction of drainage facilities. Work included furnishing all labor, materials, and equipment necessary to reconstruct the traffic signals, and to construct all conduit, median cuts, ADA-compliant curb access ramps, striping, signing, and utility coordination.

Costs: $21,083,950 orig. / $21,763,792 final
Owner: Town of Oro Valley
Contact: Cheryl Huelle, P.E., 520.229.4894, chuelle@orovalleyaz.gov







2.2. Describe systems used for planning, scheduling, estimating and managing construction.

Hunter utilizes sophisticated software programs that are capable of tracking all phases of the project. Often times JOC work moves at a fast pace, requiring a simplified, more nimble type of reporting to satisfy client updates and scheduling requirements. We use various reporting formats (daily, weekly, monthly) to keep the City informed of the project status. Our team's partnering efforts begin early in the design phase to nurture a "project first" attitude and establish a clear and open line of communication between the City, their design engineer, and Hunter. Additional processes in place include weekly production/cost analysis verifying we are meeting the goals set for ourselves and our owners. We also hold weekly meetings with owners, managers, and subcontractors to verify everyone is on board with the plan set forth for both the current and future weeks work. Hunter uses Viewpoint software program as a central document control center to manage meeting agendas and minutes, and to track action items and deliverables. The following table outlines our systems and processes for planning, scheduling, estimating and managing construction. Bold items are software.

	CONTROL AND SYSTEMS	PROJECT VALUE	IMPLEMENTATION
PLANNING	**Bluebeam Revu**	Constructability Reviews and Design Assistance	Bluebeam is utilized as a common online platform for plan review and comment sharing. This program allows City staff, the design team, our project team, and subcontractors, to be in the same document simultaneously and view and make real-time comments. This program will reduce the time spent collecting, sorting, and sharing comments with the project team.
	Value Management Log (VML)	Value Engineering and Alternates Analysis	The VML is a record to tracks alternates, additional features, programming and value-added options with real-time global cost impacts. With a click of the button the entire team can see the overall cost impact of any combination of alternates and their impact to the budget.
	Go/No-go Meeting	Company-wide project alignment	Prior to starting any project, the Project Manager presents a complete breakdown of the job to Hunter's upper management, including the company president, the head of Safety, and the VP of operations, confirming that all necessary front-end work has been completed so we can hit the ground running thanks to diligent preparation.
	Activity Work Plans	Activity Specific Project Execution	Our managers, engineers, superintendents, and foreman are all involved in creating preconstruction work plans. These plans are reviewed and verified so that the tasks necessary to complete the project are identified, problems solved, and resources allocated before starting work.
	Monday Work Management	Design Management Roadmap	Monday work management allows our team to clearly manage all aspects of preconstruction, coalescing all disciplines and stakeholders into a central management system to show roadblocks, deliverable status, dependencies, and responsibilities.
	3-week Planning Outlook	Equipment and Material Allocation	Every week, our foremen generate a 3-week planning outlook breaking the next 3 weeks down daily to determine material and equipment needs to ensure they have what they need to build efficiently.
SCHEDULING	**Microsoft Project**	Crew, Subcontractor, and Material Management	Keeping the end in mind, we focus on completing the project in a timely manner while maintaining safe flows of traffic of adjacent construction projects, schools, business and the public. We include design updates and include all utility companies in the schedule. Clearly showing the critical path helps the team keep focus and minimize project risks.
	Weekly Resource Reviews	Equipment and Material Allocation	Our entire Tucson team gathers every week to balance resources across every local project to ensure strong crew coverage across every job.
	5-week Look-ahead Schedules	Activity Focused Execution	The project engineer, manager, superintendent and project foremen will maintain weekly a five-week look-ahead schedule with in-depth breakdowns of daily activities.

ESTIMATING	Hard Dollar	Cost Estimating	This cost estimating software houses years of historical data that includes our labor, equipment, and materials to provide accurate cost models of each element of the project. Subcontractor quotes are quickly and accurately evaluated, compared, and selected.
	On-Screen Takeoff	Estimating Support	Our takeoff engineers utilize these software programs to perform detailed quantity takeoffs, plan reviews, and 3D earthwork modeling during each design phase to get accurate updates of adjustments and changes as the design is developed and progresses.
	Bid Reviews	Field Alignment with Estimate	Before bids are finalized, the project team including the estimator meet with Hunter's VP of estimating for an over-the-shoulder review of the project estimate to evaluate approach and confirm the details and assumptions of the bid.
	BuildingConnected	Subcontractor Outreach and Involvement	We use this web-based software to solicit quotes from prequalified subcontractors. To ensure we get complete, responsive, and accurate quotes, we develop comprehensive bid packages and provide full sets of plans, specifications, and detailed scope narratives.
MANAGING CONSTRUCTION	Daily Logs	Clear Records of Daily Activities	Our foremen complete daily logs each day to record quality items, inspections, and work performed to track progress and production throughout the job.
	Work Analysis	Daily Cost Control	Our proprietary Bridge time tracking software generates daily reports showing costs incurred to a project each day so the project team along with Adam can rapidly identify any discrepancies and proactively resolve production issues.
	ELB Reports	Weekly Cost and Production Review	Equipment, Labor, and Burden reports allow our team to quickly identify trends along the project and act decisively to control costs. These reports are reviewed with foremen and by the highest levels of management to ensure project costs are controlled.
	Projections	Production/Cost Trend Identification	Every month, the project management team will generate a cost projection through the completion of the project to accurately gauge current progress and estimate final costs, identifying opportunities to provide further value for the City.
	Pre-activity meetings	Orientation of Field Personnel With Owner Expectations	Before each definable work activity, our team holds a pre-activity meeting with the assigned crews to clarify the schedule expectations, plans to complete the activity, resource and equipment needs, inspections, specifications, and quality control requirements.
	Field Equipment/Labor CBS	Foreman Alignment With Project Budget	We provide foremen with a clear breakdown of the estimate showing all labor and equipment budgets expected for each task, clearly identifying the cost and labor-hour parameters expected for each activity on the job.
	Viewpoint Team	Project-Wide Document Management	Viewpoint Team is used to manage submittals, RFIs, and plan revisions. Each foreman has access to the project database and can review any changes to the plans prior to commencing work.
	Dedicated Bluestake Coordinator	Active Management of Underground Utility Location	Our project coordinator actively manages bluestakes on projects to ensure that appropriate request coverage is obtained before starting work to reduce the risks associated with existing underground facilities.
	Quickbase	Portal for Inter-Depart. Support	Utilizing Quickbase allows our interdepartmental team to easily manage equipment inspections and requests to assist our shop in providing the right equipment for the job.

2.3. *Describe the equipment resources available to your firm to perform the services described in the scope of work.*

Hunter has two complete equipment shops with mechanics, transport drivers, and maintenance personnel for our over 500 pieces of equipment. For the work associated on this JOC we would utilize our :

- 6 Roadway and Grading Crews
- 5 Underground Utility Crews
- 5 Concrete and Structural Crews

Along with our owned equipment:

- 20 Excavators, 14 to 20 Ton Units
- 20 Water Trucks, 2K to 4K
- 16 Wheel Loaders
- 2 Scrapers
- 2 Water Pulls
- 6 Motor Graders w/GPS
- 2 Gomaco Curb Machines
- 1 Shotcrete Unit
- 5 Cranes
- 7 Telehandlers

And includes these specialty Items:

- Numerous Con-Arch® Forms
- Bidwell
- 2 Bypass Pumps, Water and Sewer

The matrix to the right shows some of the Hunter owned equipment used in the different scopes of work on this JOC. In addition to the equipment owned and maintained by Hunter, we have long standing relationships with multiple reputable rental firms who supply construction equipment across the state. Hunter is well positioned to procure any type of equipment needed for any job.

	Grading, Paving	Drainage Improvements	Concrete Work	Speed Deterrents	Pipeline Mods / Emergency	Electrical / Lighting	Landscaping / Irrigation
Graders		✓	✓	✓	✓		
Pavers	✓			✓	✓		
Road Rollers		✓		✓			
Trucks	✓		✓		✓	✓	✓
Excavators		✓	✓	✓			
Backhoes	✓	✓	✓				✓
Bulldozers							
Dump Trucks	✓	✓	✓		✓		✓
Compactors				✓			
Mixers	✓		✓				
Pumps		✓	✓	✓	✓		
Vibrators	✓				✓		
Finishers			✓				
Pick-up Trucks	✓		✓			✓	✓
Cranes			✓			✓	
Bucket Trucks	✓	✓		✓	✓	✓	✓
Tractors						✓	
Skid Steer Loaders							✓
Small tools	✓	✓	✓	✓	✓	✓	

SECTION 3. FIRM RESOURCES AND EXPERIENCE ON SIMILAR PROJECTS

3.1. List the firm's personnel that are currently available to perform the work.

The listed project personnel, Adam, Brad, Marvin, Ryan, Luis, 6 grading crews, 5 underground crews, 2 structures crews, 2 flatwork crews, 1 shotcrete crew are currently available. Along with the full contingent of staff at both locations dependent on the type and scope of work, the required completion time and the complexity of the work.

3.2. List other on-going projects of a similar nature.

With seven market segments, including Transportation, Parks & Recreation, Bridges & Structures, Site Development, Water & Wastewater, Underground Utilities & Rehabilitation, And Irrigation & Flood Control, Hunter currently has 191 ongoing projects in various stages of completion. Hunter has the experience, resources, financial capacity and commitment to provide quality JOC services to the City. Hunter has the ability to bond single projects in excess of $175 million, with an aggregate limit of $300 million. Hunter has never been denied a bond request.

Hunter routinely completes over $230 million dollars of work per year with the capacity to complete more than $300 million per year. Hunter currently has a backlog totaling $108 million under contract. We have the resources, equipment, and relationships to guarantee completion of all work undertaken.

The following list is our project teams current work with similar aspects. *Team: Adam Sedgeman (AS) Marvin Murphy (MM) Ryan Kelly (RK) Luis* ***Nichols (LN) Brad Burr (BR) James Morrison (JM),*** *Guillermo "Memo" Aguirre (GM)*

Project Name	Owner	Type	Market Segment	Team	Contract
Aerie La Cholla	BFL Const. Co.	Invitation	Site Development	AS, LN, BR	$5,737,945.67
AMI-474 Patagonia	Arizona Minerals Inc.	Invitation	Transportation	AS, JM, BR	$10,587,912.79
BFL Solstice	BFL Const. Co.	Invitation	Transportation	AS, RK, BR	$589,397.60
BFL Solstice Curb Gutter	BFL Const. Co.	Hard Bid	Site Development	AS, MM, BR	$753,098.00
El Vado New Hope	PCRFCD	JOC	Irrigation & Flood Control	AS, MM, BR	$1,085,374.24
Finger Rock Wash Drainage	PCRFCD	JOC	Irrigation & Flood Control	AS, RK, BR	$1,979,094.24
Founders Ridge	KB Home	Invitation	Site Development	AS, BR	$5,966,654.32
Las Vistas Ph1 Rd Imprv	City of Tucson	JOC	Transportation	AS, RK, BR	$1,146,799.66
Moderne Rocking K Ranch	LifeStyle Homes AZ	Invitation	Site Development	AS, MM, BR	$1,501,800.85
Tucson Prop 101 Rehab	City of Tucson	CMAR	Transportation	AS, GM, BR	$5,000,000.00
13th Ave. Traffic Circles	Tucson Clean& Beautiful	Invitation	Transportation	AS, LM, BR	$143,350.00

3.3. Describe the firm's internal measures to ensure timely completion of various projects.

At Hunter, project costs and schedules are reviewed on a daily, weekly, and monthly basis. Daily Schedule Reviews: Daily Production rates are tracked at Hunter through a proprietary system that we developed internally which links our project budgets to the time and quantities that are input on our time-cards. At the end of each day the time and quantity inputs develop a daily production rate for each item charged to that is compared to our budget estimated budget production rates on the job. These daily cost and production reports show us which items we are and are not hitting our estimated targets on from day to day so that changes can be made in a timely fashion to address any cost or schedule concerns. Weekly Schedule Reviews: On a weekly basis the project team will put together a 5 week schedule. This includes input from all lead field personnel, our Operations Manager, and input from our critical subcontractors. Each week this 5 week schedule is updated so that we can see if we are trending ahead or behind on hitting predetermined milestones.

Monthly Schedule Reviews: On a monthly basis each project team updates their MS Project CPM schedules and uploads it into Hunter's master resource schedule. This master resource schedule allows us to sort by crew types and foreman so that we can adequately balance our resources on ongoing projects and manage the prospective future work in our pipeline.

3.4. Identify who is responsible for maintaining the schedule and describe the firm's record for project completion with recent clients.

Ultimately, as with any corporation, the responsibility for the success of a project lies with the executive group. However, as we all know, the executive level of a corporation is only as good as the employees they entrust with their business. Hunter's philosophy is the Project Sponsor provides executive level oversight, and the Project Manager is responsible for maintaining the schedule. Hunter 's record of completing projects on schedule, and budget is unparalleled, *we do what we say we are going to do.*

SECTION 4. SUBCONTRACTOR SELECTION PLAN

*4.1. Submit a proposed Subcontractor Selection Plan pursuant to ARS 34-603. The plan must describe procedures to be used in selecting subcontractors, and selection shall be based **on a combination of qualifications and price.***

Hunter has been a leader in the APDM process since its inception in 2001, conforming to the City's SSP and pursuant to Arizona Revised Statute Title 34 and consistently providing a prequalified team to work together from beginning to end. *Hunter utilizes a proven process to select subcontractors based **on qualifications and/or qualifications and price** but never on price alone;* prioritizing the best outcome for the project. This has proven to provide quality subcontractors that satisfy the municipalities we work with. Our SSP begins with a workshop with the City to identify each major project scope and determine the City's preferred project outcomes.

Hunter maintains a pool of over 300 prequalified subcontractors who have consistently demonstrated their capabilities and willingness to work on our projects. We have established a strong working relationship with these subcontractors, ensuring they can deliver accurate bids, adhere to tight timelines, and allocate appropriate resources for successful project execution.

To guarantee the highest standards of performance, we actively recruit subcontractors and suppliers who undergo a rigorous selection process before being issued a master contract. We recognize that the strength of our subcontractors directly impacts the outcome of our projects, and we are committed to delivering nothing but excellence. Our team-oriented approach emphasizes early collaboration and partnerships with subcontractors, allowing us to leverage their expertise, innovative ideas, and cutting-edge products.

In accordance with ARS 34-603, Hunter follows a proven subcontractor selection process **based on qualifications and price, prioritizing qualifications over cost alone.** Furthermore, all subcontractors contracted to work on our projects undergo a thorough prequalification assessment. This assessment evaluates factors such as:

- *Company experience;*
- *Safety performance;*
- *The ability to execute a Master Subcontract Agreement; and*
- ***Bonding capabilities if necessary.***



The Subcontractor Selection Plan outlined above serves as an ongoing effort to recruit and retain highly qualified subcontractors, ensuring the successful delivery of our projects

Benefits | The benefit of our approach (or plan) is the selection of highly-qualified subcontractors to meet the needs of the project. Our team approach ensures successful project delivery. We build strong teams with a comprehensive subcontractor prequalification and selection plan that ensures only the best, most qualified subcontractors work on our projects. Early involvement of subcontractors benefits the project due to their added expertise, ideas, and new products. We will request bids from subcontractors at each phase of preconstruction, requiring each subcontractor to provide their own take-off quantities. This allows for us to quickly observe which subcontractors are fully engaged in the project plans and enables us to obtain comprehensive and accurate bids whilst incorporating the most progressive construction techniques and products available.

Hunter's subcontractor selection process is based on qualifications, and in some cases, a combination of qualifications and price, to ensure the successful execution of the required scope of work. Subcontractors must demonstrate their ability to obtain necessary bonds and general liability insurance. Hunter may collaborate with potential SBEs to meet these requirements.
The selection of subcontractors follows four key criteria:

- ***Project Specific Understanding***
- *Experience*
- *Ability*
- *Safety*

Given the unique nature of JOC projects, Hunter acknowledges the need for flexibility in subcontractor evaluation. Leveraging our strong relationships with subcontractors, we solicit proposals from at least three subcontractors for each scope of work. We thoroughly evaluate the provided proposals

and choose the subcontractor who offers the most advantageous level of service for the project.

Depending on the project, Hunter employs either a one-step or two-step process for subcontractor selection:

One-step Process

- ***Soliciting bids for subcontract work, including work Hunter self-performs typically to provide*** *the best possible price for the project.*
- *Evaluating the proposals.*
- *Awarding the subcontractor who provided the best proposal.*

Two-step Process

- *Includes all aspects of the one-step.*
- *Adds an interview of the top three proposals for each scope, comparing them apples to* ***apples, and making sure they can meet the*** *schedule and have the experience to perform* ***the work.***

Utilization of Small Business Enterprises

Subcontractor selection will be based on qualifications only or a combination of qualifications and price, though never on price alone, while actively and aggressively seeking to meet the overall SBE Goal of 2% to 15% that will be established at the development of the job orders agreements.

Subcontracting Areas Hunter has Preliminarily **Identified for Possible SBE Utilization**

The following is a list of subcontracting areas we identified SBEs:

- ***Concrete flatwork***
- ***Electrical/traffic signalization*** (Nextgen Electrical)
- *Paving temporary trench patch paving* (Lee's Asphalt)
- *Saw cutting (Custom Sawcuts)*
- ***Trucking*** (Saguaro Trucking, Desert Trucking)

4.2 The resultant contract is subject to the City ***of Tucson's SBE and DBE requirements. The*** *plan must describe how the Offerer intends to ensure that established goals will be met. In addition, the plan must convey the* ***Offerer's understanding of prompt payment requirements and the firms prompt payment plan/policy.***

Our comprehensive plan aligns with the City's SBE/DBE program requirements, including prompt payment. We proactively engage in finding subcontractors who meet the specific SBE/DBE goals set for each JOA. Hunter is well-versed in the necessary regulations and has qualified staff dedicated to ensuring compliance with SBE/DBE/ TERO/Davis Bacon policies and guidelines.

Hunter is committed to achieving or surpassing the overall goal set by the OEOP-SBE Program for SBE utilization during the contract period. We will actively support and guide non-certified SBE contractors in their certification process.

Hunter acknowledges that the City of Tucson has a currently unknown targeted goal, most likely of 2% to 15% SBE utilization for this contract by City of Tucson certified SBE firms. Hunter shall also make efforts to identify and assist non- certified SBE contractors with becoming certified.

Potential areas of subcontracting for SBE firms will be identified. Hunter will prepare an estimate of the value of each area of subcontracting and compare to the total estimated contract value to obtain a percentage of contract for each area of subcontracting. Hunter will ensure that the goal for SBE utilization is met throughout the subcontractor selection process. This may require working with and coaching potential SBEs to obtain a higher cumulative score. This may include scoring a particular section higher with the assumption that Hunter will mentor the SBE subcontractor. Hunter will review preliminary scores with the City's SBE coordinator and may re-score potential SBE proposals to ensure that the established SBE goal for the project is met. The subcontractor with the highest overall score for the required scope of work shall be awarded a contract.

Hunter's Record of Meeting SBE Goals

- *Houghton Road - Irvington Road to Valencia Road Roadway Improvements – Goal of 19%, exceeded goal at 26%.*
- ***Tucson Boulevard Diversion Structure -*** *Exceeded 2% goal.*
- *Pima County Flood Control JOC - Exceeded* ***11% goal on over $900k of JOC contracts.***
- ***Craycroft Road CMAR - Met 10% SBE goal on*** *over $24M GMPs*
- *Sabino Canyon CMAR - Met agreed to goal (just under 10%) on $2M GMP.*
- *Pima County - Marana Treatment Facility* ***CMAR – Met agreed to SBE goal.***
- *All other Pima County competitive bid* ***projects - Met SBE goals.***

Prompt Payment Plan / Policy

Hunter adheres to the latest Arizona State Law and prompt payment guidelines, effectively managing all accounts payable operations. Our commitment is to create a favorable financial environment for our exceptional subcontractors and team members, cultivating financial well-being and fostering strong business relationships. This commitment contributes to the overall quality and success of every project we undertake.

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:
The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Qualifications which is incorporated by reference as if fully set forth herein.

Hunter Contracting Co.
Company Name

701 N. Cooper Rd.
Address

Gilbert AZ 85233
City State Zip

Signature of Person Authorized to Sign

Printed Name Chuck English

President
Title

For clarification of this offer, contact:

Name: Adam Sedgeman

Title: Project Sponsor

Phone: 520.429.5142

Fax: 480.892.4932

E-mail: adam.sedgeman@huntercontracting.com

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. _____.

CITY OF TUCSON, a municipal corporation

Approved as to form:

This _____ day of _____ 20_____

As Tucson City Attorney and not personally personally

Awarded:

This _____ day of _____ 20_____

As Director of Business Services and not

CITY OF
TUCSON

City of Tucson

Business License

Business Name and Mailing Address:

HUNTER CONTRACTING COMPANY
701 N COOPER RD
GILBERT, AZ 85233

License Number: T0119584
Issue Date: January 10, 2023
Expiration Date: December 31, 2023

Owner:
HUNTER CONTRACTING COMPANY CORP

Doing Business As:
HUNTER CONTRACTING COMPANY

This license/permit is **non-transferable** and must be posted in a conspicuous place at the business location.

THE ISSUANCE OF THIS LICENSE / PERMIT SHALL NOT BE CONSTRUED AS PERMISSION TO OPERATE IN VIOLATION OF ANY LAW OR REGULATION.

City of Tucson, Arizona
LICENSE SECTION
Effective: January 01, 2023
Expiration Date: December 31, 2023

CITY OF
TUCSON

Non-Transferable

T0119584

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

Business License

For the payment of the license fee, the person or firm below is hereby licensed to conduct business in the City of Tucson. Tax accruing to the City of Tucson shall be paid under provisions of Ch. 19, Tucson City Code. This license is subject to revocation for violation of Ch. 7 or Ch. 19 of the Tucson City Code.

Issued To: HUNTER CONTRACTING COMPANY

Located At: 701 N COOPER GILBERT, AZ 85234

Please refer to license number in all correspondence.

BY: _____
CFO/Assistant City Manager



HUNTERCONTRACTING.COM

CITY OF
TUCSON

City of Tucson

Business License

Business Name and Mailing Address:

HUNTER CONTRACTING COMPANY
701 N COOPER RD
GILBERT, AZ 85233

License Number: T0119584
Issue Date: January 10, 2023
Expiration Date: December 31, 2023

Owner:
HUNTER CONTRACTING COMPANY CORP

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City of Tucson, Arizona
LICENSE SECTION
Effective: January 01, 2023
Expiration Date: December 31, 2023

CITY OF
TUCSON

Non-Transferable

T0119584

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

Business License

For the payment of the license fee, the person or firm below is hereby licensed to conduct business in the City of Tucson. Tax accruing to the City of Tucson shall be paid under provisions of Ch. 19, Tucson City Code. This license is subject to revocation for violation of Ch. 7 or Ch. 19 of the Tucson City Code.

Issued To: HUNTER CONTRACTING COMPANY

Located At: 701 N COOPER GILBERT, AZ 85234

Please refer to license number in all correspondence.

BY: _____
CFO/Assistant City Manager

4. Offer & Acceptance

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:
The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Qualifications which is incorporated by reference as if fully set forth herein.

Hunter Contracting Co.
Company Name

701 N. Cooper Rd.
Address

Gilbert AZ 85233
City State Zip

Signature of Person Authorized to Sign

Printed Name Chuck English

President
Title

For clarification of this offer, contact:

Name: Adam Sedgeman

Title: Project Sponsor

Phone: 520.429.5142

Fax: 480.892.4932

E-mail: adam.sedgeman@huntercontracting.com

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 240056-01.

CITY OF TUCSON, a municipal corporation

Approved as to form:

This 23rd day of May 2024

Regina Nassen for
As Tucson City Attorney and not personally personally

Awarded:

This 22nd day of May 2024

Nathan Dacon
As Director of Business Services and not

5. Pricing

JOB ORDER CONTRACT

240056

ROADWAY CONSTRUCTION

Hunter Contracting

RATES TO BE USED UNDER THIS CONTRACT:

The rates shall include all equipment, labor, and all other costs necessary to provide Roadway Construction Services.

All invoices shall include an itemized breakdown of all parts and labor for each project done under this contract.

Overhead - 6.43 %

Profit - 8.57 %

Hunter Contracting

Authorized Signature

4/12/2024

Date

Chuck English

Printed Name

6. FTA and ARPA Forms

BUY AMERICA CERTIFICATION
CERTIFICATION FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS
(To be submitted with each bid or offer exceeding $100,000)
(To be signed and submitted by the bidder/offeror)

Certification requirement for all procurements except buses, other rolling stock and associated equipment.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Date 5/13/2024

Signature _____

Company Name Hunter Contracting Co

Title President

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Title _____

BUY AMERICA CERTIFICATION

CERTIFICATION FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

Certification requirement for procurement of buses, other rolling stock and associated equipment.
(To be submitted with each bid or offer exceeding $100,000)
(To be signed and submitted by the bidder/offeror)

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 CFR Part 661.

Date 5/13/2024

Signature 

Company Name Hunter Contracting Co

Title President

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C), but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Title _____

CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS
(To be submitted with each bid or offer exceeding $100,000)
(To be submitted by the bidder/offeror)

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

1. 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 an 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, Hunter Contracting Co , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

C English
_____ Signature of Contractor's Authorized Official

Chuck English, President
_____ Name and Title of Contractor's Authorized Official

5/13/2024
_____ Date

City of Tucson – American Rescue Plan Act (ARPA) Terms and Conditions

Notice: The contract or purchase order to which this addendum is attached is made using federal assistance provided to the City of Tucson under the American Rescue Plan Act ("ARPA").

The following terms and conditions apply to you, the contractor or vendor, as a contractor of the City of Tucson:

1. **Equal Opportunity**. Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Minority and Women Business Enterprises (*if applicable to this Contract*) Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), ***when applicable.*** Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

a. Including qualified women's business enterprises and small and minority businesses on solicitation lists;
b. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
d. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
f. If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

2. **Suspension and Debarment. (applies to all purchases.)** (A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
(B) The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(C) This certification is a material representation of fact relied upon by the City of Tucson. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
(D) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. (Applies to all purchases.)** Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Purchases over $100,000 - Contractors must sign the certification on the last page of this addendum

4. **Access to Records. (applies to all purchases.)** (A) The Contractor agrees to provide the City of Tucson, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests.
(B) The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
(C) No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

5. **Rights to Inventions Made Under a Contract or Agreement.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

6. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333) (applies only to purchases over $100,000, when laborers or mechanics are used.)** Where applicable, all contracts in excess of $100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act & Federal Water Pollution Control Act (applies to purchases of more than $150,000.)

(A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(B) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(C) The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City of Tucson and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(D) Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

8. Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE)

Contractor is prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation** (or any subsidiary or affiliate of such entities).

> (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
>
> (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
>
> (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

9. Buy USA - Domestic Preference for certain procurements using federal funds. Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

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

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

10. Procurement of Recovered Materials: (applies only if the work involves the use of materials)
(A) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

i. Competitively within a timeframe providing for compliance with the contract performance schedule;

ii. Meeting contract performance requirements; or

iii. At a reasonable price.

(B) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

(C) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

12. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

13. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

- This form is required only for purchases of more than $100,000 -

31 CFR Part 21 – New Restrictions on Lobbying - CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. 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 an 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

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

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's authorized official

Date: 5/13/2024

Chuck English

(Print name of person signing above)

President

(Print title of person signing above)

7. Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/14/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Passey Bond Company
28 North Center Street
P. O. Box 819
Mesa AZ 85211-0819

CONTACT NAME: Kori L. Moseley, CISR, CPIW
PHONE (A/C, No, Ext): (480)969-2291 **FAX (A/C, No):** (480)833-4833
E-MAIL ADDRESS: korim@passeybond.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Phoenix Insurance Co	25623
INSURER B : Travelers Prop Cas Co of America	25674
INSURER C : CopperPoint Premier Insurance Co.	12741
INSURER D : Arch Specialty Insurance Co.	21199
INSURER E :	
INSURER F :	

INSURED
Hunter Contracting Co.
701 N. Cooper Road
Gilbert AZ 85233

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR X CGD246 04/19 X CGT100/CGD316 02/19 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:	X	Y	DT-CO-5W066891-PHX-24 $10,000 per occurrence BI & PD deductible	5/1/2024	5/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 500,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS X CAT353 02/15	X	Y	810-4W969209-24-26-G $1,000 comprehensive & Collision deductible	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $ 10,000			CUP-5W067181-24-26	5/1/2024	5/1/2025	EACH OCCURRENCE AGGREGATE	$ 19,000,000 $ 19,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (N/A) (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WC000313 (4-84) 1016380	5/1/2024	5/1/2025	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional/Pollution			PDCPP0038203	11/28/2023	11/28/2024	Aggregate/Each Claim	$4M/$2M/$5M/$5M
B	Builders Risk			QT-660-7T090557-TIL-24	5/1/2024	5/1/2025	Limit - Deductible	$30mil/$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Job #24413-00 City of Tucson JOC for Roadway Construction multiple locations throughout Tucson Arizona.

CERTIFICATE HOLDER

City of Tucson
Regional Transportation Authority (RTA)
225 W. Alameda
6th Floor
Tucson, AZ 85701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Bill Passey/KORI

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL PROPERTY

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section **II**.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5.**, **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2.**, **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section **III** – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

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(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV** – Commercial General Liability Conditions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Who Is An Insured – Unnamed Subsidiaries

B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

C. Incidental Medical Malpractice

D. Blanket Waiver Of Subrogation

E. Contractual Liability – Railroads

F. Damage To Premises Rented To You

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. An organization other than a partnership, joint venture or limited liability company; or

b. A trust;

as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

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C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

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2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or

b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

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e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that

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is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

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(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) 50 feet long or less; and

(b) Not being used to carry any person or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is:

(a) Chartered with a pilot to any insured;

(b) Not owned by any insured; and

(c) Not being used to carry any person or property for a charge.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

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(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph **6.** of Section **III** – Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of "bodily injury".

q. Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

r. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

s. Asbestos

(1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

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(2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph **(1)** above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

t. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

Exclusions **c.** through **n.** do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph **6.** of Section **III** – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

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This exclusion does not apply to "personal injury" caused by malicious prosecution.

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Or Used Prior To Policy Period

(1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

(2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Intellectual Property

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

(1) Copyright;

(2) Patent;

(3) Trade dress;

(4) Trade name;

(5) Trademark;

(6) Trade secret; or

(7) Other intellectual property rights or laws.

This exclusion does not apply to:

(1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

(2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

(1) Advertising, "broadcasting" or publishing;

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(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.(1)**, **(2)** and **(3)** of the definition of "personal injury".

For the purposes of this exclusion:

(1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

(2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

q. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

r. Asbestos

(1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.

(2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph **(1)** above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or

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assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

s. Employment-Related Practices

"Personal injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "personal injury".

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(a) The accident takes place in the "coverage territory" and during the policy period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage **A**.

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SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
   a. All expenses we incur.
   b. Up to $2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
   c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
   d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.
   e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
   f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
   g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

   These payments will not reduce the limits of insurance.
2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
   a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
   b. This insurance applies to such liability assumed by the insured;
   c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
   d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
   e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
   f. The indemnitee:
      (1) Agrees in writing to:
         (a) Cooperate with us in the investigation, settlement or defense of the "suit";
         (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
         (c) Notify any other insurer whose coverage is available to the indemnitee; and
         (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
      (2) Provides us with written authorization to:
         (a) Obtain records and other information related to the "suit"; and
         (b) Conduct and control the defense of the indemnitee in such "suit".

   So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** – Coverages – Coverage **A** – Bodily Injury And Property Damage Liability or Paragraph **2.e.** of Section **I** – Coverages – Coverage **B** – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

   Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

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a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Property damage" to property:

(a) Owned, occupied or used by;

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

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d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 50 feet long or less; and

(2) Not being used to carry any person or property for a charge.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. An organization, other than a partnership, joint venture or limited liability company; or

b. A trust;

as indicated in its name or the documents that govern its structure.

4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such premises owner, manager or lessor does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint

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venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section **II** – Who Is An Insured.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
   a. Medical expenses under Coverage **C**;
   b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
   c. Damages under Coverage **B**.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.
5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
   a. Damages under Coverage **A**; and
   b. Medical expenses under Coverage **C**;

   because of all "bodily injury" and "property damage" arising out of any one "occurrence".

   For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:
   a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
   b. $300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.
7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**
   a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
      (1) How, when and where the "occurrence" or offense took place;
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
   b. If a claim is made or "suit" is brought against any insured, you must:
      (1) Immediately record the specifics of the claim or "suit" and the date received; and
      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
   c. You and any other involved insured must:
      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

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(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. The following provisions apply to Paragraph **a.** above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph **1.** or **2.** of Section **II** – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

(i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company;

(iii) An executive officer or director of any other organization; or

(iv) A trustee of any trust;

that is your partner, joint venture member, manager or trustee; or

(b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph **e.(1)** or **(2)** above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph **e.** does not affect that requirement.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

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4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

(i) Another insurance company;

(ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III** – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III** – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;

(iii) Any risk retention group; or

(iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below, except when Paragraph **d.** below applies.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies; or

(v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

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c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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2. "Advertising injury":
   a. Means injury caused by one or more of the following offenses:
      (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
      (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
         (a) Appropriates a person's name, voice, photograph or likeness; or
         (b) Unreasonably places a person in a false light; or
      (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
   b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.
3. "Auto" means:
   a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
   b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.

   However, "auto" does not include "mobile equipment".
4. "Bodily injury" means:
   a. Physical harm, including sickness or disease, sustained by a person; or
   b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
5. "Broadcasting" means transmitting any audio or visual material for any purpose:
   a. By radio or television; or
   b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
      (1) Radio or television programming being transmitted;
      (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
      (3) Advertising transmitted with any of such programming.
6. "Coverage territory" means:
   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
   b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or
   c. All other parts of the world if the injury or damage arises out of:
      (1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;
      (2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or
      (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

   provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph **a.** above, or in a settlement we agree to.
7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

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10. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

11. "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.

12. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

13. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(2)** above and supervisory, inspection, architectural or engineering activities.

14. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

15. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

16. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

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d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

17. "Occurrence" means:

a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

b. An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

18. "Personal and advertising injury" means "personal injury" or "advertising injury".

19. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

(1) False arrest, detention or imprisonment;

(2) Malicious prosecution;

(3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

(4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

(5) Oral or written publication, including publication by electronic means, of material that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

20. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

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21. "Premises damage" means:

a. With respect to the first paragraph of the exceptions in Exclusion **j.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or

b. With respect to the exception to Exclusions **c.** through **n.** in the last paragraph of Paragraph **2.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:

(1) Fire;

(2) Explosion;

(3) Lightning;

(4) Smoke resulting from fire, explosion or lightning; or

(5) Water.

But "premises damage" under this Paragraph **b.** does not include "property damage" to any premises caused by:

(1) Rupture, bursting, or operation of pressure relief devices;

(2) Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or

(3) Explosion of steam boilers, steam pipes, steam engines or steam turbines.

22. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

23. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

24. "Slogan":

a. Means a phrase that others use for the purpose of attracting attention in their advertising.

b. Does not include a phrase used as, or in, the name of:

(1) Any person or organization, other than you; or

(2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

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25. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

26. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

27. "Title" means a name of a literary or artistic work.

28. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

29. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

30. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

31. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

State	Blanket/Schedule/State
AZ	BLANKET

Blanket Waiver: Anyone for whom you have agreed to provide this Waiver subject to the terms of this endorsement

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

This document may have been uploaded to the CopperPoint Portal.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 05/01/2024 Policy No. 1016380 Endorsement No. 4
Insured Hunter Contracting Co/Hunter Ditch LP/BED LLC Premium $

Insurance Company CopperPoint Premier Insurance Company Countersigned by

WC 00 03 13
(Ed. 4-84)

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8. RFQ# 240055

Inner Basin Waterline

Flood-Impacted Sites

Lockett Meadow

FSR 553

FSR 6437

Well 11

Well 14

Well 9

A

B

C

D

E

F

G

H

I

J

K

L

01

02

03

3A

3B

04

05

06

07

08

11

12

13

14

15

16

17

17A

18

18A

19

20

21

22

22B

24

24A

25

25A

26

26A

27

28

29

29A

30

31

32

33

34

35

Pipeline New Burn Area

Schultz Fire Reburn Area

FSR 420

FSR 420

FSR 556

Schultz Creek Watershed

N

0 1 2 Mile

Sites

Access Road

Waterline Road

Schultz Creek and Tributaries

US Forest Service Roads

Schultz Creek Watershed

CAPITAL IMPROVEMENTS

CITY OF FLAGSTAFF



Inner Basin Roadway & Critical Water Infrastructure

6 October 2026

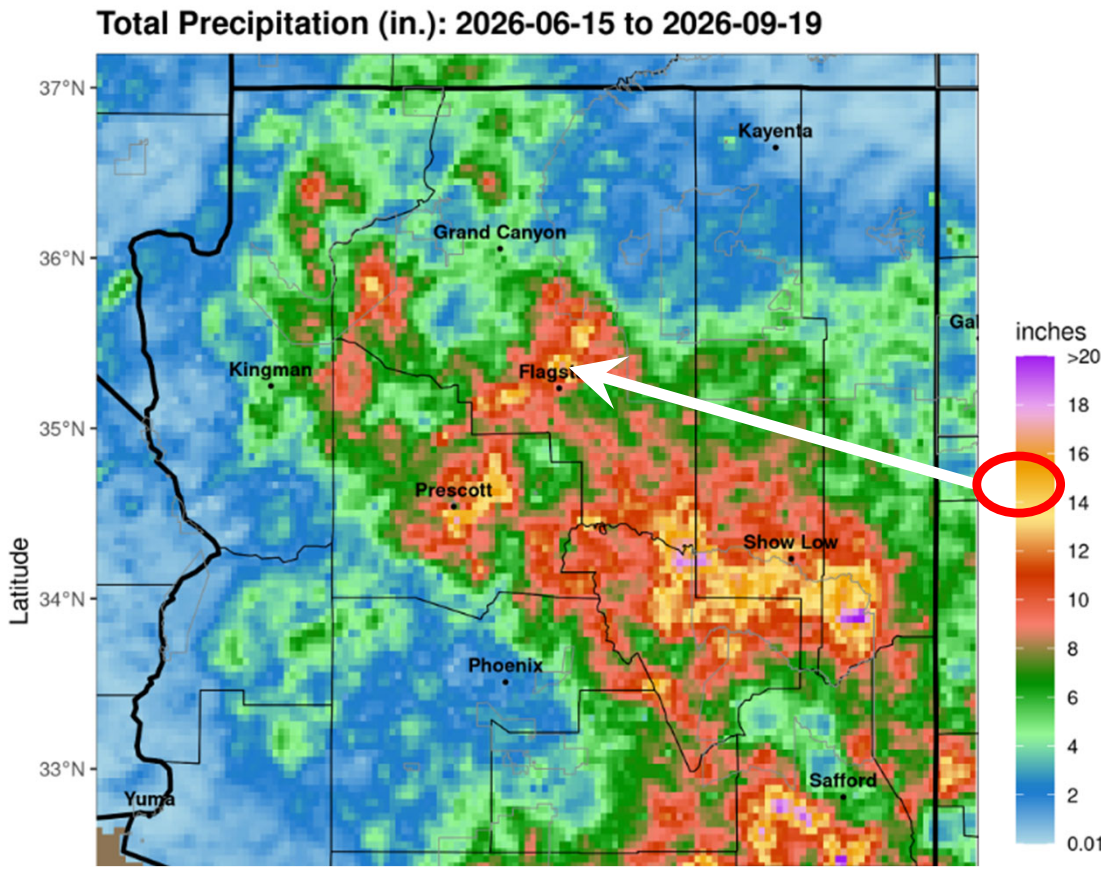
TEAM FLAGSTAFF

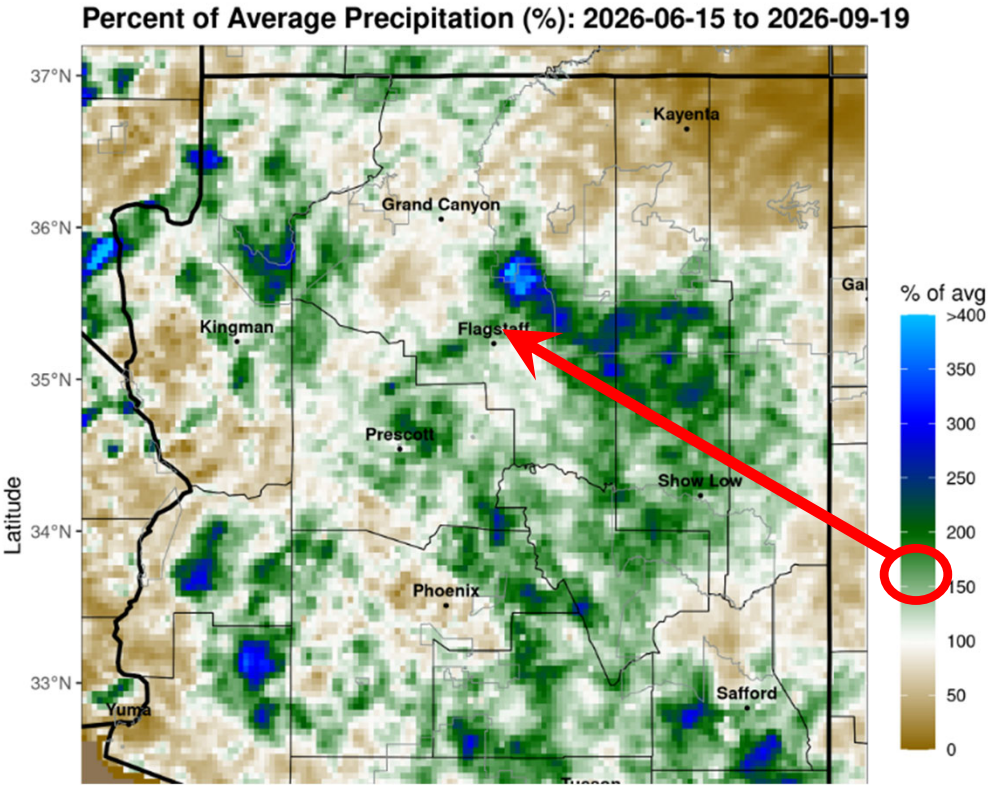
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Update

- Hunter Contracting Co. currently mobilized
  - Completing warranty work
  - Wildlife drinker warranty work
- Waterline Road has seen considerable erosion in several locations not part of previous project locations
- Another location found with exposed waterline pipe infrastructure in Inner Basin

Over the Past Year...





Over the Past Year…

- **Final Acceptance for IB Waterline Restoration Project was 18 July 2025**
- **Two monsoon seasons; one winter since acceptance**
- **Monsoon 2026 – Typical**
  - **Flagstaff Airport – 5.84” (*2026*)**
  - **Monsoon – 7.68” (*127-yr Avg*)**



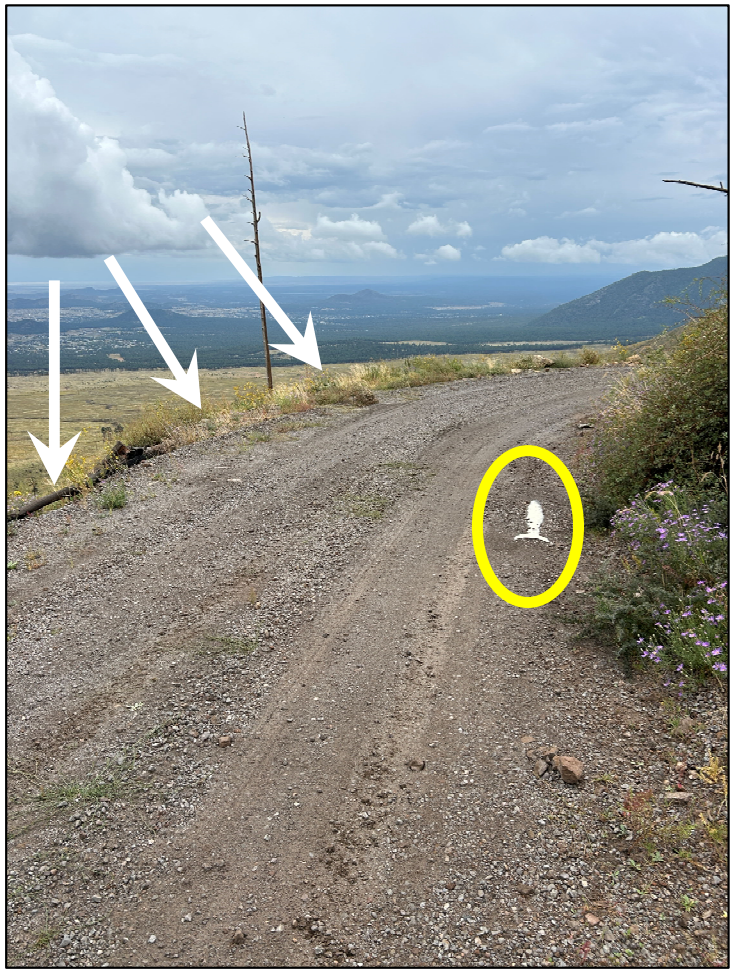
Roadway Work



SITE 18B

- Hillside has eroded right to left in yellow circle (from red line)
- Hillside on left side is bedrock and cannot be cut
- White arrows show soil deposition

Roadway Work



SITE 3.1

- Waterline and bells are exposed (yellow)
- Gabions on the outside road edge (white)
- Bring in roadway aggregate to increase coverage on waterline

Pipeline Armoring

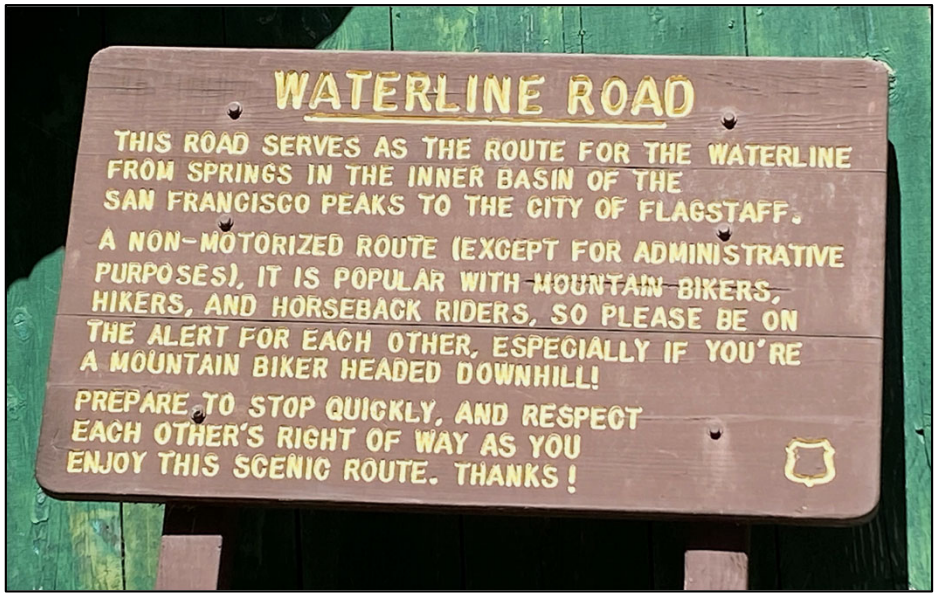


- Exposed Pipeline
- In Drainage Way
- Reinforced Concrete Encasement



Scope of Work

- *Pipe Concrete Encasements*
- *Gabion Baskets*
- *Tree Removal Allowance*
- *Road Clearing & Grading Allowance*
- *Sign Install & Pothole Repair*



Scope of Work

Contractor

Hunter CONTRACTING CO.

Details

- $ ***958,643.39***
- Contract Period - **60 Calendar Days**





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Questions & Comments

Cost Estimate Based on T&M

HUNTER JOB NO.: 22448-01 DATE: 9/14/2026
PROJECT: Inner Basin Waterline Rd
PROJECT NO.:
SUBCONTRACTOR:
ADDRESS: 701 N Cooper Road
Gilbert, AZ
OFFICE: 480-892-0521
FAX:

Date	Description	QUANTITY	UNIT	UNIT PRICE	TOTAL
	Pipe Encasement (150') 3x3	1	LS	$ 140,469.85	$ 140,469.85
	Pipe Encasement (80') 3x3	1	LS	$ 79,583.92	$ 79,583.92
	Cast in Place Box @Y structures	2	EA	$ 6,500.00	$ 13,000.00
	40' Steel Pipe Replace- DIP	1	LS	$ 4,500.00	$ 4,500.00
	66' Baskets- Site 24	66	LF	$ 998.12	$ 65,875.92
	42' baskets- Site Tunnel Area	42	LF	$ 998.12	$ 41,921.04
	30' Baskets - Site 22	30	LF	$ 998.12	$ 29,943.60
	91' Baskets - Site 24-25	91	LF	$ 998.12	$ 90,828.92
	72' Baskets - Site 24-25	72	LF	$ 998.12	$ 71,864.64
	165' Baskets - Site 2-4	165	LF	$ 998.12	$ 164,689.80
	Install 4x4 Post/ Sign	1	EA	$ 250.00	$ 250.00
	Tree Removal Allowance	1	Allowance	$ 50,000.00	$ 50,000.00
	Grading Road Site K to Elder Springs	1	Allowance	$ 50,000.00	$ 50,000.00
	Repair Potholes-Concrete	5	Ea	$ 500.00	$ 2,500.00
	GC/ Overhead	1	5%		$ 40,271.38
	Markup	1	8%		$ 64,434.22
	Tax		5%		$ 48,510.10
	Mobilization Equipment	1	LS	$ -	$ -

Except for such CHANGES as are set forth herein, all of the terms and conditions of your SUBCONTRACT , and as it may have been heretofore modified in writing, shall be and remain the same.

ORIGINAL subcontract amount:	$	-
Previous change orders:	$	-
Subcontract amount prior to this CHANGE ORDER:	$	-
INCREASE/DECREASE by reason of this CHANGE ORDER:	$	958,643.39
NEW TOTAL SUBCONTRACT AMOUNT:	$	-

The foregoing CHANGE ORDER is ACCEPTED upon the terms and conditions above stated and those in the original SUBCONTRACT.

Contractors Acceptance:

Hunter Contracting

Print Name/Title

Signature

Date

Client Acceptance:

City of Flagstaff

Print Name/Title

Signature

Date

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Tiffany Antol, Zoning Code Manager

Date: 09/24/2026

Meeting Date: 10/06/2026

TITLE:

Consideration and Adoption of Resolution No. 2026-46 and Ordinance No. 2026-20: A Resolution of the City Council of the City of Flagstaff, Coconino County, Arizona, declaring as a public record that certain document filed with the City Clerk, entitled "PZ-25-00200 - Planned Community (PC) Zone" and an Ordinance of the City Council of the City of Flagstaff, Coconino County, Arizona, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code.

STAFF RECOMMENDED ACTION:

1. Adopt Resolution No. 2026-46
2. Read Ordinance No. 2026-20 by title only for the final time
3. City Clerk reads Ordinance No. 2026-20 by title only (if approved above)
4. Adopt Ordinance No. 2026-20

Executive Summary:

City's request for a Zoning Code Text Amendment to modify Zoning Code provisions in Chapter 10-40: Specific to Zones, Division 10-40.20: Establishment and Designation of Zones, Division 10-40.30: Non-Transect Zones to add Section 10-40.30.070: Planned Community Zone. The Planned Community (PC) zone is an alternative zoning district and development process to accommodate master-planned developments that allow flexibility not otherwise possible with other zoning districts and allow for adjustments to changing community and market conditions.

The Planning & Zoning Commission recommended approval of this text amendment by a vote of 5-0 at their August 12, 2026 public hearing.

Financial Impact:

There are no anticipated financial impacts affiliate 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 decition on this ordinance.

Options and Alternatives to Recommended Action:

The City Council may adopt, modify, or deny the proposed amendment.

Background and History:

The purpose of the proposed amendment is to add Section 10-40.30.070: Planned Community Zone standards. The PC zoning district is intended to encourage creative and efficient design; integrated land uses; preservation of natural resources; integration of Common Space areas; multimodal connectivity; and the orderly provision of infrastructure and services. The district is intended to implement the general plan, related specific plans, and the City's housing and sustainability goals. The PC zoning district accommodates developments that may include a full mix of land uses including residential, commercial, industrial, civic, and common space. The amendment includes the following changes to the Zoning Code:

- **Chapter 10-40: Specific to Zones, Division 10-40.20: Establishment and Designation of Zones, Table 10-40.20.020.A Zones** – is amended to correct the name of the Public and Open Space Zones and add a new category of zones called Special Use Zones including the Planned Community zone.
- **Chapter 10-40: Specific to Zones, Division 10-40.30: Non-Transect Zones** – is amended to standards for the new Planned Community (PC) zone including the following:
  - Applicability
    - The PC zone may be established on any lot or parcel regardless of size under unified ownership or control with a Planned Community Master Plan (PCMP).
    - Land uses not listed as a permitted use in the Zoning Code may be considered as part of the PC zone.
    - All development within a PC zone shall conform to the review process set out in City Code including Title 10 Flagstaff Zoning Code, Title 11 General Plans and Subdivisions, and Title 13 Engineering Design Standards and Specifications for New Infrastructure.
  - PCMP Requirements
    - Land Use Plan
    - Building Form and Property Development Standards
    - Common Spaces and Amenities Plan
    - Master Streets Plan
    - Infrastructure Plan
    - Phasing Plan
  - A Zoning Map Amendment is required to establish the PC zone.
  - Amendments
    - Minor amendments may be approved administratively by the Planning Director. Minor amendments include anything not considered a major amendment.
    - Major amendments include the following:
      - The addition of land uses
      - A ten percent or more increase or decrease in the square footage of nonresidential uses or the number of residential units that may be developed
      - An increase in building height
      - Increases in development intensity that requires additional impact analysis and exceed the approved infrastructure plans for the development
      - Any amendment, as determined by the Planning Director, that changes the character of the proposed development or has additional significant external impacts on adjacent properties
  - The PCMP may establish unique development standards for the development.
  - 20% of the gross land area is required to be provided as Common Space with both conservation and recreational spaces required.
  - A multi-use path/trail is required to connect all land uses areas and common spaces as well as adjacent properties.

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.

Core Priority Supporting Policies

HA.2 Expand access to homeownership through the development of a variety of housing types, providing resources and programs to support homebuyers; and reducing barriers to homeownership opportunities.

HA.4 Further the development and rehabilitation of affordable and accessible rental opportunities for

residents at all income levels.
NE.2 Include a range of housing options for all income levels in neighborhoods.
GM.1 Promote medium-to-high density residential developments and mixed-use developments within the Urban Growth Boundary (UGB) to resist urban sprawl.
MT.2a Improve the network connectivity and accessibility to surrounding and supporting local roads, collectors, ad arterials to achieve lower Vehicle Miles Traveled (VMT) and improve the pedestrian, bike, and transit network.
MT.4 Reduce the demand for driving and vehicle dependency which will, in turn, reduce the cost of the transportation system, increase transportation equity, and achieve carbon neutrality.
MT.5 Increase the accessibility, connectivity, and use of pedestrian and bicycling infrastructure, including the Flagstaff Urban Trail System and other trail systems, as a critical element of a safe and livable community and to promote transit access.

Complementary Priority Supporting Policies

DP.1 Promote compact and pedestrian-oriented design appropriate to, and within the context of, each land use category: Urban, Suburban, and Rural.
DP.2 Support development and redevelopment with a diversity of housing types by expanding opportunities for missing middle housing.
DP.5 Support the incorporation of nature-based infrastructure solutions in new development, parks, and open space to enhance climate resilience, manage stormwater, promote land-use efficiency, and reduce impacts to significant natural resources.
DP.7 Create and enhance the sense of place in walkable mixed-use communities and public spaces.
TS.3a Provide and maintain Complete Streets and systems with functional, comfortable, and safe sidewalks, bicycle facilities, and transit stops, that provide accommodation for all users, even in temporary or interim conditions.
TS.7 Design trail systems to provide safe and comfortable connections between trails that emphasize the natural setting and Landscapes and those that provide comfortable low carbon transportation within Neighborhoods, Districts, and Centers.
PROS.1 Provide parks and complementary open spaces within a 10-minute walk of all residents, prioritizing underserved areas of the Region, to support livable, sustainable compact development and climate resilience.
PROS.3 Create and maintain opportunities for access to recreation and community centers through adaptive reuse of appropriate buildings, partnerships with non-profit organizations and neighborhoods, and new construction identified in master plans.
PROS.4 Support and incentivize public access points and trail hubs for passive and active recreation and events through interagency coordination and local trail partnerships.
RS.5 Incorporate the protection, conservation, and restoration of significant natural resources in the development of regulations and property acquisition.

Action Item:

Develop a Planned Area Development zoning district that allows for a greater mix of land uses to support a variety of housing types and economic development.

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

The amendment provisions are not anticipated to be detrimental to the public interest, health, safety, convenience, or welfare of the City. The proposed Planned Community Zone may only be utilized by a development project through a rezoning of land. The PC zone will not be assigned to any land within the City of Flagstaff and each application will need to be reviewed and evaluated on the required findings for a Zoning Map Amendment. The intention of the amendment is to create a flexible, streamlined development review for master planned developments.

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

The amendments are internally consistent, utilize the existing format, and do not conflict with other Zoning Code provisions. The amendments maintain the Zoning Code's purpose as a comprehensive contemporary set of land uses and requirements that are straightforward, usable, and easily understood.

Connection to PBB Priorities and Objectives:

Achieve a well-maintained community thrugh comprehensive & equitable code compliance, & development is compatible with community values.

Connection to Regional Plan:
See Background and History section.

Connection to Carbon Neutrality Plan:
This amendment has no connection to the Carbon Neutrality Plan.

Connection to 10-Year Housing Plan:
This amendment has not direct connection to the 10-Year Housing Plan.

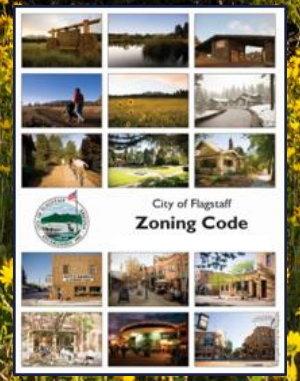
Attachments:
Presentation
Res. 2026-46
Exhibit A PZ-25-00200 PC Zone
Ord. 2026-20
PZ-25-00200 PC Zone Housing Statement

Zoning Code Amendment
Planned Community Zone

PZ-25-00200

Tiffany Antol, AICP
Zoning Code Manager

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Planned Community (PC) Zone

Introduction

- Purpose of the Amendment is to add the Planned Community (PC) zone to the Zoning Code which is an alternative zone providing flexibility not otherwise possible with existing zoning districts by allowing adjustments to changing community and market conditions.
  - The PC zone encourages creative and efficient design; integrated land uses; preservation of Natural Resources; integration of Common Space areas; active transportation connectivity; and the orderly provision of infrastructure and services.
  - The zone is intended to implement the General Plan, related Specific Plans, and the City's housing and sustainability goals and accommodates developments that may include a full mix of land uses including residential, commercial, industrial, civic, and common space.

Planned Community (PC) Zone

Applicability

- The PC zone may be established on any Lot or Parcel of land under unified ownership or control.
  - Requires a Planned Community Master Plan (PCMP).
  - Land uses not listed in the code may be permitted if consistent with other provisions of the Zoning Code.
  - All development within the PC zone must follow existing City review processes.

Planned Community (PC) Zone

Planned Community Master Plan (PCMP) Requirements

- ***Land Use Plan:*** Must establish maximum and minimum densities and intensities for each land use area which must be consistent with the Regional Plan and impacts can be mitigated.
- ***Building Form & Development Standards:*** Setbacks, building heights, minimum lot requirements, lot coverage, floor area ratio, Architectural Design Standards, Parking Standards, and Landscaping Standards.
- ***Common Spaces and Amenities Plan:*** *20% of gross land area*
- ***Master Streets Plan:*** Transit facilities, road network, connectivity plans
- ***Infrastructure Plan:*** Utilities, Stormwater, Fire Access, Transportation Improvements
- ***Phasing Plan: A***nticipated initiation and completion of each land use area

Planned Community (PC) Zone

Example of PCMP

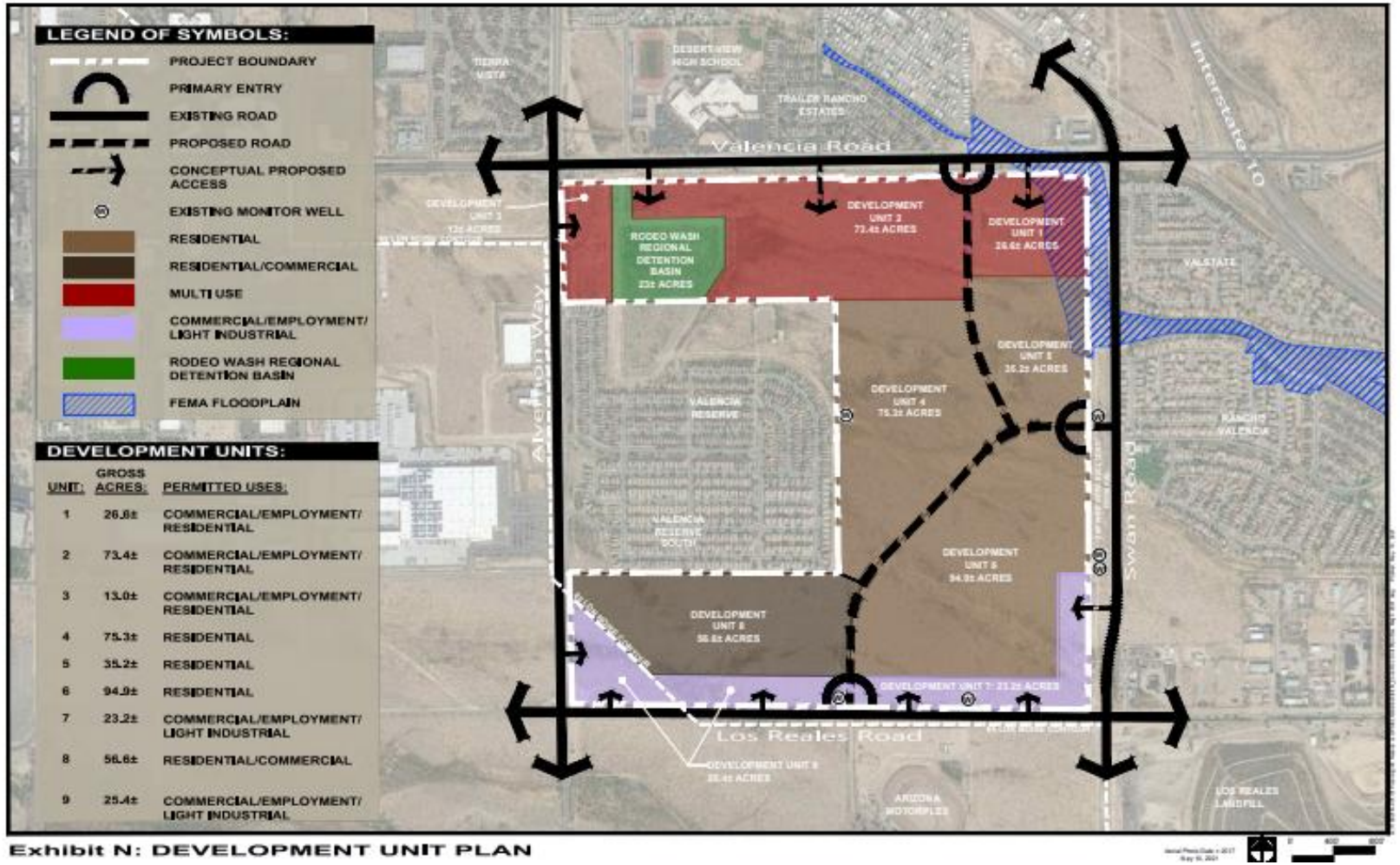


Exhibit N: DEVELOPMENT UNIT PLAN

Planned Community (PC) Zone

Amendments

- Minor Amendments may be approved administratively by the Planning Director. Minor amendments include anything that is not identified as a Major amendments.
- Major Amendments include the following:
  - The addition of land uses not included in the PCMP
  - A ten percent or more increase or decrease in the square footage of nonresidential uses or the number of residential units that may be developed
  - An increase in building height
  - Increases in development intensity that require additional impact analysis and exceed the approved infrastructure plans for the development
  - Any amendment, as determined by the Planning Director, that changes the character of the proposed development or has additional significant external impacts on properties adjacent to the PCMP.

Planned Community (PC) Zone

Enforceability

- The approved PCMP shall serve as the regulatory document governing Development within the PC zone.

- The PCMP, as amended, shall be implemented and maintained in perpetuity for the total acreage of the PC zone, even though ownership may subsequently be transferred in whole or in part. It is the responsibility of the owner to notify all prospective purchasers of all or part of the property within the PC zone the existence of the PCMP.

- If any land use area has not received Site Plan approval or Final Plat approval (not including Block Plats) within the timeframe stated in the PCMP phasing plan, the Director shall require the PCMP phasing plan to be amended to reflect current conditions prior to the acceptance of any Development application for that land use area unless the Director (in consultation with other affected City divisions) determines such amendments are not required.

Planned Community (PC) Zone

Required 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.

Planned Community (PC) Zone

The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan.

Action Item:

- Develop a Planned Area Development zoning district that allows for a greater mix of land uses to support a variety of housing types and economic development.

Core Priority Supporting Policies

HA.2 Expand access to homeownership through the development of a variety of housing types, providing resources and programs to support homebuyers; and reducing barriers to homeownership opportunities.

HA.4 Further the development and rehabilitation of affordable and accessible rental opportunities for residents at all income levels.

NE.2 Include a range of housing options for all income levels in neighborhoods.

GM.1 Promote medium-to-high density residential developments and mixed-use developments within the Urban Growth Boundary (UGB) to resist urban sprawl.

MT.2a Improve the network connectivity and accessibility to surrounding and supporting local roads, collectors, and arterials to achieve lower Vehicle Miles Traveled (VMT) and improve the pedestrian, bike, and transit network.

MT.4 Reduce the demand for driving and vehicle dependency which will, in turn, reduce the cost of the transportation system, increase transportation equity, and achieve carbon neutrality.

MT.5 Increase the accessibility, connectivity, and use of pedestrian and bicycling infrastructure, including the Flagstaff Urban Trail System and other trail systems, as a critical element of a safe and livable community and to promote transit access.

Planned Community (PC) Zone

The proposed amendment will not be detrimental to the public interest, health, safety, convenience or welfare of the City.

The amendment provisions are not anticipated to be detrimental to the public interest, health, safety, convenience, or welfare of the City. The proposed Planned Community Zone may only be utilized by a development project through a rezoning of land. The PC zone will not be assigned to any land within the City of Flagstaff and each application will need to be reviewed and evaluated on the required findings for a Zoning Map Amendment. The intention of the amendment is to create a flexible, streamlined development review for master planned developments.

Planned Community (PC) Zone

The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.

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

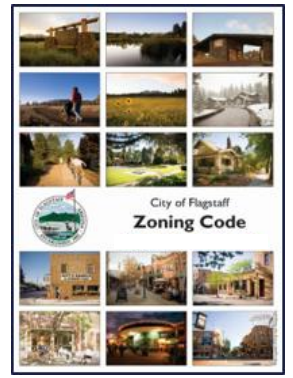
Planned Community (PC) Zone

Recommendation

The Planning and Zoning Commission by a vote of 5-0, in accordance with the findings presented in this report, makes a recommendation to the City Council for approval of Zoning Code Text Amendment PZ-25-00200 Planned Community (PC) Zone.

Planned Community (PC) Zone

Questions, Comments, and Suggestions



RESOLUTION NO. 2026-46

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED "PZ-25-00200 – PLANNED COMMUNITY (PC) ZONE"

RECITALS:

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

WHEREAS, the City of Flagstaff wishes to incorporate by reference amendments to the Flagstaff Zoning Code, Ordinance No. 2026-20, by first declaring said amendments to be a public record.

ENACTMENTS:

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

SECTION 1. In General.

That certain document known as *"PZ-25-00200 – Planned Community (PC) Zone"* attached hereto as Exhibit A is hereby declared to be a public record, and one (1) paper copy and one (1) electronic copy shall remain on file with the City Clerk in compliance with A.R.S. § 44-7041.

SECTION 2. Effective Date.

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

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 6th day of October 2026.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
A. PZ-25-00200 Planned Community (PC) Zone

Case No. PZ-25-00200 – Planned Community (PC) Zone

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

Section 1. Amend Title 10 Flagstaff Zoning Code, Chapter 10-40: Specific to Zones, Division 10-40.20: Establishment and Designation of Zones, Table 10-40.20.020.A: Zones, as follows:

Table 10-40.20.020.A: Zones

Zone Symbol	Name of Zone
Non-Transect Zones	
Residential Zones	
RR	Rural Residential
ER	Estate Residential
R1	Single-Family Residential
R1N	Single-Family Residential Neighborhood
MR	Medium Density Residential
HR	High Density Residential
MH	Manufactured Housing
Commercial Zones	
SC	Suburban Commercial
CC	Community Commercial
NCC	Neighborhood Community Commercial
HC	Highway Commercial
CS	Community Service
CB	Central Business
Industrial Zones	
RD	Research and Development

Table 10-40.20.020.A: Zones

Zone Symbol	Name of Zone
LI	Light Industrial
LI-O	Light Industrial Open
HI	Heavy Industrial
HI-O	Heavy Industrial Open
~~**Resource**~~ **Public** and Open Space Zones	
PF	Public Facility
PLF	Public Lands Forest
POS	Public Open Space
Special Use Zones	
PC	**Planned Community**
Transect Zones	
T1	T1 Natural
T2	T2 Rural
T3N.1	T3 Neighborhood 1
T3N.2	T3 Neighborhood 2
T4N.1	T4 Neighborhood 1
T4N.2	T4 Neighborhood 2
T5	T5 Main Street
T6	T6 Downtown
TND	Traditional Neighborhood District
Overlay Zones	
AO	Airport Overlay
DO	Downtown Overlay

Table 10-40.20.020.A: Zones

Zone Symbol	Name of Zone
LO	Landmark Overlay
TO	Townsite Overlay
RPO	Resource Protection Overlay

Section 2. Amend Title 10 Flagstaff Zoning Code, Chapter 10-40: Specific to Zones, Division 10-40.30: Non Zones, as follows:

Division 10-40.30:

Non-Transect Zones

Sections:

10-40.30.010 Purpose

10-40.30.020 Applicability

10-40.30.030 Residential Zones

10-40.30.040 Commercial Zones

10-40.30.050 Industrial Zones

10-40.30.060 Public and Open Space Zones

10-40.30.070 Planned Community Zone

~~**10-40.30.080**~~**070** Sustainability Features of All Non-Transect Zones

Section 3. Amend Title 10 Flagstaff Zoning Code, Chapter 10-40: Specific to Zones, Division 10-40.30: Non Transect Zones, to add Section 10-40.30.070: Planned Community Zone, as follows:

10-40.30.070 Planned Community Zone

A. Intent.

1. **PC. The Planned Community (PC) zone is an alternative zone and Development process that accommodates Master-Planned Developments, providing flexibility not otherwise possible with other zones enabling adjustments to changing community and market conditions. The PC zone encourages creative and efficient design; integrated land uses; preservation of Natural Resources; integration of Common Space areas; active transportation connectivity; and the orderly provision of infrastructure and services. The zone is intended to implement the General Plan, related Specific Plans, and the City's housing and sustainability goals. The PC zone accommodates Master-Planned Developments that may include a full mix of land uses including Residential, Commercial, Industrial, Civic, and Common Space.**

B. Applicability.

1. **The PC zone may be established on any Lot or Parcel of land under unified ownership or control, or where evidence is provided that coordinated planning is feasible. A Planned Community Master Plan (PCMP) shall be submitted with each request for the PC zone in accordance with the provisions and requirements of this Section.**

2. **Land uses not listed as a permitted use in the Zoning Code may be considered as part of the PC zone subject to any applicable provisions of Division 10-40.60 Specific to Uses. Division 10-40.60 Specific to Uses provisions may not be amended through the PCMP.**

3. **All Development within a PC zone shall conform to the review processes set out in City Code, including Title 10 Flagstaff Zoning Code, Title 11 General Plans and Subdivisions, and Title 13 Engineering Design Standards and Specifications for New Infrastructure. All Subdivision Plats and Site Plans within a PC zone must demonstrate compliance with the adopted PCMP and all other applicable City Codes.**

C. Planned Community Master Plan and PC Zone Requirements. A Planned Community Master Plan (PCMP) shall regulate the Development of the property subject to the PC zone in conjunction with other applicable city codes, and shall contain the following:

1. **Land Use Plan. The PCMP shall include the proposed land use areas including approximate boundaries and acreage, permitted land uses for each area, and Development densities and intensities including target Residential unit ranges (minimums and maximums) and/or nonresidential square footages per land use area.**

    a. **Any land use not identified in the PCMP is prohibited unless the plan is amended pursuant to Section 10-40.30.070.E. Each land use areas may include multiple permitted land uses.**

b. The PCMP shall establish maximum and minimum densities and intensities for each land use area. These standards may vary from other zones provided they:

i. Are consistent with the General Plan including the density and intensity of the applicable land use categories; and

ii. The applicant demonstrates that impacts can be mitigated.

2. Building Form and Property Development Standards. The PCMP shall not modify the Site Planning Design Standards, Outdoor Lighting Standards, Sign Standards, Affordable Housing or Residential Sustainable Building Incentives, Specific to Uses, or existing Definitions as included within Title 10 Flagstaff Zoning Code. The PCMP may include the unique Development standards unless the PCMP incorporates the existing requirements within Title 10 for each land use area:

a. Setbacks, Building heights, minimum Lot requirements, Coverage, Floor Area Ratio (FAR); and

b. Architectural Design Standards; and

c. Parking Standards; and

d. Landscaping Standards.

These standards may vary from other zones provided they:

a. Are consistent with the General Plan; and

b. Maintain overall Compatibility with existing or planned surrounding Development.

3. Common Spaces and Amenities Plan. All applications for the PC zone shall provide a minimum of 20% of the gross land area within the PCMP as Common Space. The PCMP shall identify the approximate areas and minimum acreages of the proposed Common Space as well as a list of amenities that meets the following requirements:

a. 10% of the total required Common Space area shall be utilized as conservation Common Space which shall include natural undisturbed landscapes such as natural washes and Floodplains, wildlife corridors, native plant habitat areas, ridgelines, geologically hazardous areas, archeological, cultural, or historic sites. Multi-use Paths and Trails may be used to meet this requirement so long as they are not used to meet the recreational Common Space requirements. The total percentage of conservation Common Space may be modified or eliminated due to existing land disturbance and lack of natural features by the Director in consultation with Parks, Recreation, Open Space, and Events (PROSE) Director so long as a minimum of 20% of the gross land area is designated as Common Space.

b. 10% of the total required Common Space areas shall be utilized as recreational Common Space which may include recreation amenities open to the public including

but not limited to Playgrounds, sports fields, ramadas, picnic areas, multi-use Paths, and Trails. The total percentage of recreational Common Space may be modified but not eliminated by the Director in consultation with the PROSE Director to ensure that an appropriate mix of both recreational and conservation Common Space is provided so long as a minimum of 20% of the gross land area is designated as Common Space.

c. All required Common Space shall be held in common by the property owners unless dedicated to and accepted by the City of Flagstaff, in its sole discretion. The PCMP shall include provisions for permanent maintenance of and access to all required Common Space, including provisions addressing maintenance duties.

d. Required Common Space shall be maintained so that their use and enjoyment are not diminished or destroyed.

4. Master Streets Plan. The PCMP shall include the following:

a. Transit facilities and routes where applicable; and

b. Roadway network (arterials and collectors) in conformance with the General Plan and per the approved Transportation Impact Analysis; and

c. A connectivity plan showing how all land use areas will be linked by local Roads and/or Driveways that provides connections between all land use areas and adjacent properties outside of the PCMP; and

d. Pedestrian and bicycle connectivity between land use areas and Adjacent properties outside of the PCMP.

i. A multi-use Path and Trail shall be provided and shown on the master streets plan to connect all land use areas and Common Space areas identified in the PCMP. All facilities shall be constructed in accordance with the standards of Chapter 13-14 FUTS Trails, Pedestrian and Bicycle Facilities found in Title 13 Engineering Design Standards and Specifications for New Infrastructure; and

ii. The multi-use Path and Trail system that is not included in the FUTS network as shown in the General Plan shall be held in common by the property owners with secured public access through an easement or other agreement. The PCMP shall include provisions for permanent maintenance, including provisions addressing maintenance duties.

5. Infrastructure Plan. The PCMP shall describe how the overall development will be served by the following infrastructure:

a. Water, sewer, Reclaimed Water; and

b. Stormwater; and

c. Dry Utilities; and

d. Fire service access; and

e. Transportation improvements.

6. Phasing Plan. If applicable, the PCMP shall include how infrastructure will be phased to support the overall Development project that includes the following information:

    a. The anticipated initiation and completion of each land use area; and

    b. A summary of infrastructure improvements needed to support the overall Development and the requirements of each land use area; and

    c. A summary of any potential offsets to reduce infrastructure demands for the overall Development project.

D. Procedures for Review and Approval of the PC Zone

1. A Pre-Application meeting with City staff is required.

2. Adoption of the PC Zone shall follow procedures for a Zoning Map Amendment.

E. Amendments. The following procedure shall be followed for any amendment to the PCMP:

1. Minor Amendments. A minor amendment is an amendment that does not meet the criteria established for major amendments. The Director has the authority to administratively approve minor amendments.

2. Major Amendments. A major amendment involves any of the following:

    a. The addition of land uses not included in the PCMP; or

    b. A ten percent or more increase or decrease in the square footage of nonresidential uses or the number of residential units that may be developed; or

    c. An increase in Building height; or

    d. Increases in Development intensity that require additional impact analysis and exceed the approved infrastructure plans for the development; or

    e. Any amendment, as determined by the Director, that changes the character of the proposed development or has additional significant external impacts on properties adjacent to the PCMP.

    Major amendments shall be processed as a Zoning Map Amendment in accordance with Division 10-20.50 Amendments to the Zoning Code Text and Zoning Map.

F. Enforceability.

1. The approved PCMP shall serve as the regulatory document governing Development within the PC zone.

2. **The PCMP, as amended, shall be implemented and maintained in perpetuity for the total acreage of the PC zone, even though ownership may subsequently be transferred in whole or in part. It is the responsibility of the owner to notify all prospective purchasers of all or part of the property within the PC zone the existence of the PCMP.**

3. **If any land use area has not received Site Plan approval or Final Plat approval (not including Block Plats) within the timeframe stated in the PCMP phasing plan, the Director shall require the PCMP phasing plan to be amended to reflect current conditions prior to the acceptance of any Development application for that land use area unless the Director (in consultation with other affected City divisions) determines such amendments are not required.**

ORDINANCE NO. 2026-20

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 10, FLAGSTAFF ZONING CODE, BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED "PZ-25-00200 – PLANNED COMMUNITY (PC) ZONE"; 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 Zoning Code provisions in Chapter 10-40: Specific to Zones to add the Planned Community (PC) Zone an alternative zone providing flexibility not otherwise possible with existing zoning districts by allowing adjustments to accommodate changing community and market conditions; and

WHEREAS, a citizen review session was held at the Planning Commission work session on July 22, 2026, to discuss the proposed Zoning Code text amendment in accordance with Section 10-20.50.040 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission held a public hearing on August 12, 2026, and provided a recommendation to City Council on the proposed Zoning Code text amendment; and

WHEREAS, the Council has read and considered the staff report prepared by the Planning and Development Services division and all attachments to those reports, and the Council finds that the proposed Zoning Code text amendment is in conformance with the General Plan, and the findings of Section 10- 20.50.040 of the Flagstaff Zoning Code have been met; and

WHEREAS, that certain document known as *"PZ-25-00200 – Planned Community (PC) Zone"*, one (1) paper copy and one (1) electronic copy of which are on file with the City Clerk in compliance with A.R.S. § 44-7041, was declared to be a public record by Resolution No. 2026-46.

ENACTMENTS:

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

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. That certain document known as *"PZ-25-00200 – Planned Community (PC) Zone"*, one (1) paper copy and (1) electronic copy of which are on file in the office of the City Clerk of the City of Flagstaff, Arizona, and which document is declared a public record by Resolution No. 2026-46 of the City of Flagstaff, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this ordinance and its provisions are hereby declared to amend the Flagstaff City Code, replacing and superseding the existing relevant provisions of the City Code, as set forth therein.

SECTION 3. That the "Table of Zoning Compatibility for Each Land Use Category" in the *Flagstaff Regional Land Use Plan 2045* be updated to list the Planned Community zone as a Compatible Zoning Category for the City for the following Land Use Categories: Urban Center, Suburban Center, Rural Center, Urban Corridor, Suburban Corridor, Employment District, University & Research District, Urban Neighborhood, Suburban Neighborhood, and Rural Neighborhood.

SECTION 4. The amendment is consistent with and conforms to the goals of the Regional Plan (General Plan).

SECTION 5. 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 6. The amendment is internally consistent with other applicable provisions of this Zoning Code.

SECTION 7. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 8. Severability

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 9. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 10. Effective Date

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

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 6th day of October, 2026.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

HOUSING IMPACT STATEMENT
PZ-25-00200 PLANNED COMMUNITY ZONE

Pursuant to ARS 9-462.01 (J) a Housing Impact Statement shall be considered by the City Council prior to adopting a Zoning Code Text Amendment regarding the impact of the amendment on the following:

1. A general estimate of the probable impact on the average cost to construct housing for sale or rent within the zoning districts to which the zoning text amendment applies.

   The proposed zoning code text amendment adds a new zoning category intend to add zoning flexibility options for planned developments. A Zoning Map Amendment voluntarily requested by the property is required to establish the provisions of this zoning district. The provisions of this district do not directly increase the cost of housing construction.

2. A description of any data or reference material on which the proposed zoning text amendment is based.

   No data or reference material was used for the preparation of this zoning district.

3. A description of any less costly or less restrictive alternative methods of achieving the purpose of the proposed zoning text amendment.

   None.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Amy Tressler, Building Safety & Code Compliance/ Building Official

Date: 09/24/2026

Meeting Date: 10/06/2026

TITLE:

Consideration and Adoption of Resolution No. 2026-47 and Ordinance No. 2026-24: A resolution declaring as a public record *"The 2024 Suite of Building and Fire Codes and Related Amendments to Flagstaff City Code, Title 4, Building Regulations, and Title 5, Fire Code"* and an ordinance adopting *"The 2024 Suite of Building and Fire Codes and Related Amendments to Flagstaff City Code, Title 4, Building Regulations, and Title 5, Fire Code."*

STAFF RECOMMENDED ACTION:

1. Adopt Resolution No. 2026-47
2. Read Ordinance No. 2026-24 by title only for the final time
3. City Clerk reads Ordinance No. 2026-24 by title only (if approved above)
4. Adopt Ordinance No. 2026-24

Executive Summary:

The City of Flagstaff's most recent comprehensive building code adoption updated the City from the 2012 International Codes to the 2018 International Codes and associated standards. The International Code Council (ICC), developer and publisher of the International Codes (I-Codes), publishes updated model codes on a three-year cycle. The City of Flagstaff has historically adopted the International Codes every other code cycle, or approximately every six years. Moving from the 2018 to the 2024 editions maintains this established six-year adoption cycle.

The proposed 2024 Suite of Building and Fire Codes includes the following model codes and standards:

- 2024 International Building Code (IBC)
- 2024 International Residential Code (IRC)
- 2024 International Existing Building Code (IEBC)
- 2024 International Mechanical Code (IMC)
- 2024 International Plumbing Code (IPC)
- 2024 International Fuel Gas Code (IFGC)
- 2024 International Energy Conservation Code (IECC)
- 2024 International Swimming Pool and Spa Code (ISPSC)
- 2024 International Fire Code (IFC)
- 2024 International Wildland-Urban Interface Code (IWUIC)
- 2023 NFPA 70 – National Electrical Code (NEC)
- ICC A117.1-2017 – Accessible and Usable Buildings and Facilities

The adoption package also retains the City's existing 1997 Uniform Code for the Abatement of Dangerous Buildings, 1997 Uniform Administrative Code, and 1997 Uniform Housing Code.

The 2024 codes are proposed for adoption with local amendments developed to address Flagstaff's unique climate and environmental conditions, established construction practices, housing affordability considerations, community priorities, and local administrative requirements. The proposed amendments are intended to tailor the nationally developed model codes to local conditions while maintaining appropriate

standards for life safety, public health, durability, resiliency, and building performance.

**Work Session Powerpoint Presentation is included in attachments

Financial Impact:
City Council adoption of *"The 2024 Suite of Building and Fire Codes and Related Amendments to Flagstaff City Code, Title 4, Building Regulations, and Title 5, Fire Code"* will not have a financial or budgetary impact on the organization.

Policy Impact:
There is no policy impact affiliated with the adoption of *"The 2024 Suite of Building and Fire Codes and Related Amendments to Flagstaff City Code, Title 4, Building Regulations, and Title 5, Fire Code."*

Previous Council Decision or Community Discussion:
There has been no previous Council decision regarding adoption of the proposed 2024 Suite of Building and Fire Codes. Throughout the code adoption process, staff conducted extensive community and stakeholder outreach, including two public open houses, presentations and discussions with the Building and Fire Code Board of Appeals, Housing Commission, Sustainability Commission, and Greater Flagstaff Chamber of Commerce, as well as direct engagement with contractors, design professionals, developers, and other community stakeholders. Staff also coordinated closely with Coconino County throughout the adoption process to share information and align proposed requirements where practical. Feedback received through these efforts was considered in the development and refinement of the proposed local amendments.

Options and Alternatives to Recommended Action:

1. Adopt Resolution No. 2026-XX declaring that the document entitled *""The 2024 Suite of Building and Fire Codes and Related Amendments to Flagstaff City Code, Title 4, Building Regulations, and Title 5, Fire Code"* to be a public record.
2. Do not adopt Resolution No. 2026-XX.
3. Adopt Ordinance No. 2026-XX to adopt the *"The 2024 Suite of Building and Fire Codes and Related Amendments to Flagstaff City Code, Title 4, Building Regulations, and Title 5, Fire Code*."
4. Modify and adopt Ordinance No. 2026-XX.
5. Do not adopt Ordinance No. 2026-XX.

Background and History:
The City of Flagstaff uses nationally developed model construction codes as the foundation for its building and fire safety regulations. The International Code Council (ICC) develops and updates the International Codes through a national consensus-based process to address changes in construction practices, technology, materials, building performance, and life-safety standards. Local jurisdictions may adopt these model codes and amend specific provisions as necessary to address local laws, administrative practices, climatic conditions, and community needs.
Flagstaff has historically adopted the International Codes with local amendments tailored to conditions unique to the community, including high elevation, significant snow loads, cold-weather construction, energy efficiency, and wildland-urban interface considerations. The City currently operates under the 2018 code cycle and is proposing to transition to the 2024 editions as part of its established six-year adoption cycle. Staff from Building Safety, Sustainability, Fire, and Wildland Fire have reviewed the 2024 codes and developed proposed local amendments intended to maintain appropriate life-safety and building-performance standards while considering constructibility, affordability, sustainability, resiliency, and local conditions.

Connection to PBB Priorities and Objectives:
The proposed adoption of the 2024 Suite of Building and Fire Codes supports the following City of Flagstaff

Priority Based Budgeting (PBB) priorities and objectives:

- Safe and Healthy Community
  - Ensure the built environment is safe through the use of consistent standards as well as best practices for building and land use.
  - Provide public safety services with resources, staff, and training responsive to the community's needs.
- Environmental Stewardship
  - Implement and enhance sustainable building practices, waste diversion programs, alternative energy programs, and multimodal transportation options.
  - Implement, maintain, and further the Carbon Neutrality Plan (CNP) with awareness of social inequities.
  - Strengthen Flagstaff's resilience to climate change impacts on built, natural, economic, health, and social systems.
  - Promote, protect, and enhance a healthy, sustainable environment and its natural resources.
- Robust and Resilient Economy
  - Enhance relationships between the development community, the City, and Flagstaff residents.
  - Support and strengthen a robust, diverse, and sustainable economy.
- Livable Community
  - Achieve a well-maintained community through comprehensive and equitable code compliance and development.
  - Actively support attainable and affordable housing through the City's 10-Year Housing Plan as well as other projects and opportunities.
- High Performing Governance
  - Serve the public by providing high quality customer service.
  - Implement and communicate innovative and efficient local government programs, new ideas, and best practices.
  - Cultivate community communication and engagement practices that are clear, consistent, and timely.

Connection to Regional Plan:
The proposed adoption of the 2024 Suite of Building and Fire Codes supports the goals and policies of the Flagstaff Regional Land Use Plan 2045, particularly those related to:

- Public Safety and Community Resilience – Adoption of current building, fire, and wildland-urban interface codes supports safe and resilient development and helps reduce risks associated with structural hazards, fire, wildfire, and other conditions affecting the built environment.
- Energy and Climate Action – Adoption of the 2024 International Energy Conservation Code and related local amendments advances building energy efficiency, reduces long-term energy consumption, supports renewable-energy readiness, and improves the performance of new buildings.
- Resource Stewardship and Resilience – Updated construction standards support buildings that are better able to respond to Flagstaff's climate and environmental conditions and contribute to long-term community resilience.
- Infrastructure and Public Safety – Current and coordinated construction codes establish consistent minimum standards for safe development and provide a regulatory framework for building, fire, electrical, mechanical, plumbing, and other building systems.
- Housing and Affordability – Local amendments have been evaluated to balance updated life-safety, energy-efficiency, and resiliency standards with housing affordability, constructibility, and development costs.
- Regional Coordination – The code adoption process has included coordination with Coconino County to promote consistency where practical for contractors, design professionals, property owners, and others working across jurisdictions.

Connection to Carbon Neutrality Plan:
The proposed adoption of the 2024 Suite of Building and Fire Codes supports implementation of the Flagstaff Carbon Neutrality Plan by advancing building energy efficiency, renewable-energy readiness, beneficial electrification, and community resilience. The Carbon Neutrality Plan specifically identifies

progressively more efficient building codes and movement toward net-zero-energy construction as strategies for reducing community greenhouse gas emissions. Adoption of the 2024 IECC and proposed solar-ready and electric-ready provisions represents an incremental step toward these goals while local amendments seek to balance energy performance with housing affordability, constructibility, and Flagstaff's local climate conditions.

Connection to 10-Year Housing Plan:

The proposed adoption of the 2024 Suite of Building and Fire Codes has been evaluated in consideration of the goals and strategies of the City of Flagstaff's 10-Year Housing Plan. Staff considered potential impacts of updated construction requirements on housing affordability and development costs and developed local amendments where appropriate to maintain life-safety, durability, energy-efficiency, and resiliency objectives while reducing unnecessary regulatory or cost impacts. Current and consistently administered construction standards also provide greater predictability for developers, design professionals, contractors, and property owners and support the creation and preservation of safe, sustainable, and resilient housing.

Connection to Division Specific Plan:

The proposed adoption of the 2024 Suite of Building and Fire Codes directly supports the mission and objectives of Planning & Development Services by promoting safe, quality development and reinvestment while protecting Flagstaff's built and natural environment. Updated and coordinated construction codes provide clear and consistent standards for the development community, support efficient plan review and inspection processes, incorporate current construction technologies and best practices, and advance safe, resilient, sustainable, and durable development. The proposed local amendments further support Division objectives by adapting national model codes to Flagstaff's unique conditions while considering constructibility, affordability, and predictable development requirements.

Attachments:

Current Adopted Title 4 Building Amendments
2024 Building Codes and Amendments
Current 2018 Title 5 Fire Code Amendments
2024 IFC and IWUIC Codes and IFC Amendments
Current 2018 Title 5 Wildland Urban Interface Code Amendments
2024 International Wildland Urban Interface Code Amendments
Res. 2026-47
Ord. 2026-24
Presentation

TITLE 4
BUILDING REGULATIONS

CHAPTERS:

4-01 ADMINISTRATIVE ENACTMENTS

4-02 2018 INTERNATIONAL BUILDING CODE (IBC) AMENDMENTS

4-03 2018 INTERNATIONAL RESIDENTIAL CODE (IRC) AMENDMENTS

4-04 2018 INTERNATIONAL EXISTING BUILDING CODE (IEBC) AMENDMENTS

4-05 2018 INTERNATIONAL MECHANICAL CODE (IMC) AMENDMENTS

4-06 2018 INTERNATIONAL PLUMBING CODE (IPC) AMENDMENTS

4-07 2018 INTERNATIONAL FUEL GAS CODE (IFGC) AMENDMENTS

4-08 2018 INTERNATIONAL ENERGY CONSERVATION CODE (IECC) AMENDMENTS

4-09 2018 INTERNATIONAL SOLAR ENERGY PROVISIONS (ISEP) AMENDMENTS

4-10 2018 INTERNATIONAL SWIMMING POOL AND SPA CODE (ISPSC) AMENDMENTS

4-11 NATIONAL ELECTRICAL CODE (NEC), 2017 EDITION, AMENDMENTS

FLAGSTAFF CITY CODE,
TITLE 4, BUILDING REGULATIONS

CHAPTER 4-01
ADMINISTRATIVE ENACTMENTS

SECTIONS:

4-01-001-0001 DEFINITIONS
4-01-001-0002 ADOPTION OF MODEL CODES
4-01-001-0003 SAVING CLAUSE
4-01-001-0004 VIOLATION AND PENALTIES

4-01-001-0001 DEFINITIONS

As used in all of the adopted model codes referenced herein, as amended, the following terms shall have the meaning herein prescribed:

A. Wherever the word "Municipality" or "[Name of Jurisdiction]" is used, it shall be mean the City of Flagstaff.

B. Wherever the term "Department of Building Safety" is used, it shall mean "Development Services Division."

C. Wherever the term "Corporation Counsel" is used in this Chapter, it shall mean the Attorney for the City of Flagstaff.

D. Wherever the term "Administrative Authority" is used in conjunction with publicly provided utilities (natural gas, electricity, internet and broad band service, telephone, and cable television), it shall mean the current contract company providing the respective service. Wherever the term "Administrative Authority" is used in conjunction with publicly provided utilities or permits (water, sewer, storm water management and/or building permits), it shall mean the City of Flagstaff.

4-01-001-0002 ADOPTION OF MODEL CODES

There are hereby adopted by the City Council of the City of Flagstaff for the purposes of establishing rules and regulations for the construction, alteration, removal, demolition, equipment, use and occupancy, alteration, removal, maintenance of buildings and structures, including permits and penalties, those certain model codes known and referred to with particularity as:

2018 International Building Code (IBC)*

2018 International Residential Code (IRC)*

2018 International Existing Building Code (IEBC)*

2018 International Mechanical Code (IMC)*

2018 International Plumbing Code (IPC)*

2018 International Fuel Gas Code (IFGC)*

2018 International Energy Conservation Code (IECC)*

2018 International Solar Energy Provisions (ISEP)*

2018 International Swimming Pool and Spa Code (ISPSC)*

National Electrical Code (NEC), 2017 Edition**

ICC A117.1-2017, Accessible and Usable Building and Facilities*

1997 Uniform Housing Code***

1997 Uniform Administrative Code***

1997 Uniform Code for the Abatement of Dangerous Buildings***

***Published by International Code Council (ICC)**
**** Published by National Fire Protection Association (NFPA)**
***** Published by International Conference of Building Officials (ICBO)**

One (1) hard copy and one (1) electronic copy of each model code, and any amendments to said codes, are on file in the office of the City Clerk of the City of Flagstaff, and the same made part hereof by this reference as if fully and completely herein set forth. The provisions of the aforestated Codes shall be controlling for construction within the corporate limits of the City of Flagstaff.

4-01-001-0003 SAVING CLAUSE

Nothing in this Chapter or in the 2018 International Codes, National Electrical Code, ICC A117.1-2017, and Uniform Codes hereby adopted shall be construed to affect any suit or proceeding now pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinances replaced hereby. Nor shall any right or remedy of any character be lost, impaired, or affected by this Chapter.

4-01-001-0004 VIOLATION AND PENALTIES

A. Violations. It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use or maintain any building or permit the same to be done in violation of the model codes adopted in section 4-01-001-0002 above, as amended.

B. Penalties. Any person, firm, or corporation violating any provision of this Code shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punishable by a fine and/or imprisonment set forth by Flagstaff City Code, Title I, Chapter 1-04 General Penalty. Each separate day or any portion thereof, during which any violation of this Code occurs or continues, shall be deemed to constitute a separate offense.

CHAPTER 4-02
2018 INTERNATIONAL BUILDING CODE

4-02-001-0001 AMENDMENTS, ADDITIONS, AND DELETIONS

The following provisions shall have the effect of either amending, adding to, or deleting from the 2018 International Building Code adopted in Flagstaff City Code, Title 4, Building Regulations, Chapter 4-01, Administrative Enactments, Section 4-01-001-0002, Adoption of Model Codes.

CHAPTER 1 SCOPE AND ADMINISTRATION
Section 101 General
Amend 2018 IBC 101.2.1, Appendices, by adding:
The following Appendices are hereby adopted as part of the IBC:

APPENDIX C – Group U – Agricultural Buildings
APPENDIX I – Patio Covers
APPENDIX J – Grading
APPENDIX N – Replicable Buildings

Section 103 Department of Building Safety
Amend 2018 IBC 103.1, Creation of enforcement agency, by deleting and replacing with:
The Building Safety Program of the Planning & Development Services Section, Community Development Division is appointed as the regulating office and the official in charge thereof shall be known as the Building Official.

Section 104 Duties and Powers of Building Official
Amend 2018 IBC 104.7, Department records, by deleting and replacing with:
The Building Official shall keep comprehensive records of applications, permits issued, certificates issued, inspections made, reports rendered, and of notices of orders issued. All such records shall be open to public inspection at the stated office hours but shall not be removed from the office of the Building Official. All records are kept in both hard copy and electronic format. The electronic format information may be requested on a "walk-in" basis and reviewed during normal working hours. Copies or inspection of original documentation requires written notice and reasonable amount of time for Staff to collect the required records from an off-site warehouse location. Written requests will go through the City Clerk's office for processing.

Section 105 Permits
Amend 2018 IBC 105.1, Required, by adding:
Approved portable equipment used in conjunction with special events in public locations (parks, parking lots, public owned land, et cetera) of 25 kW or greater shall have an Over-the-Counter Permit issued and a licensed electrical contractor for installation or set up. The building inspector must be given immediate notice when an installation is ready for either rough or final inspection.

Amend 2018 IBC 105.1.1 Annual permit, by deleting and replacing with:
In lieu of an individual permit for minor work on an already approved electrical, gas, mechanical or plumbing installation, the Building Official may issue an annual permit upon application to any person, firm or

corporation regularly employing one or more qualified tradespersons on the premises owned or operated by the permit applicant.

Amend 2018 IBC 105.1.2, Annual permit records, by deleting in its entirety.

Amend 2018 IBC 105.1 Annual permit, by adding subsections 105.1.2 through 105.1.7:

105.1.2 Application and fees. Application for an annual permit shall be filed with the building official, along with the application fee set forth in the city fee schedule.

105.1.3 Renewal application and fee. Annual permits expire on December 31. Application to renew an annual permit shall be filed with the Building Official by December 15, along with the renewal application fee set forth in the city fee schedule.

105.1.4 Denial of application. If the application or renewal is denied, the fee shall be refunded. The applicant may appeal the denial to the Building and Fire Code Board of Appeals within 10 calendar days after notice of the denial.

105.1.5 Suspension and revocation. The building official may suspend or revoke an annual permit upon violation of this code, including failure to apply for permits and inspections when required. Written notice of suspension or revocation shall be sent to the permit holder at least 10 calendar days before suspension or revocation. Appeal may be made to the Building and Fire Code Board of Appeals within 10 calendar days after notice of suspension or revocation. There is no fee refund if an annual permit is suspended or revoked.

105.1.6 Inspections. The building official may inspect all work and reject work or request corrections for any work in violation of this code.

105.1.7 Annual permit records. The person to whom an annual permit is issued shall keep a detailed record of work made under the annual permit. The building official shall have access to such records at all times.

105.1.7.1 Record exceptions. Work reports are not required for:
1. Installing machines, equipment, and processes related to production or testing.
2. Repairing electrical, plumbing, or mechanical systems.
3. Moving cases, counters, and partitions not over 5 feet 9 inches tall.

Amend 2018 IBC 105.2, Work exempt from permit, as follows:

Add the following to Building Item #1: Accessory structures with floor area less than 120 square feet require a Minor Improvement Permit per Flagstaff City Code, Title 10, Flagstaff Zoning Code.

Revise Building Item #2 as follows: Fences and walls not over six (6) feet high. Fences and walls six (6) feet and under require a Minor Improvement Permit per Flagstaff City Code, Title 10, Flagstaff Zoning Code.

Revise Electrical Item #1 by deleting and replacing with: Minor repair work, including the replacement of lamps.

Amend 2018 IBC 105.5, Expiration, by deleting and replacing with:
All Commercial Building Permits for new construction, remodels, additions, and alterations shall be valid for a maximum period of 730 days. One extension shall be granted for an additional 365 days when requested in writing and justifiable cause is demonstrated. After the one-time extension has expired, the next additional extension will require the applicant to pay one-half the original building permit fee (not including the plan review fee) for an additional 365-day extension. Permits not passing final inspection over 1095 days will be expired and the applicant must submit for a new permit and pay all associated fees.

All commercial Over-the-Counter Permits for plumbing, mechanical, electrical, and re-roofing shall be valid for a maximum period of 180 days.

Section 107 Submittal Documents
Amend 2018 IBC 107.1, General, by adding:
Pursuant to Arizona Revised Statutes governing the regulation of Registered Design Professionals (i.e. architects and engineers), all commercial occupancies for new construction, additions, alterations or repairs within the City of Flagstaff shall be prepared by an Arizona Registered Design Professional in good standing when:

1. The total square footage of any building exceeds 3,000 square feet, or
2. The total occupancy of the building exceeds twenty (20) persons, or
3. Any structural member required for the project exceeds twenty (20) feet in length.

The Arizona Registered Design Professional of Record must provide their seal upon all working drawings. Drawings not prepared by the Registered Design Professional of Record may be annotated as such, but the seal shall be affixed to all drawings in the construction working drawings set to indicate that coordination of the entire project has been done by the Registered Design Professional of Record.

An Arizona Registered Design Professional is required for any retaining walls having any imposed surcharges from adjacent structural elements or unbalanced loading that exceed four (4) feet.

An Arizona Registered Design Professional is required for electrical service entrance sections of 600 amperes and greater.

Section 109 Fees
Amend 2018 IBC 109.2, Schedule of permit fees, by adding:
The current schedule of permit fees is on file in the Office of Building Safety and available on the City of Flagstaff website (www.flagstaff.az.gov).

Amend 2018 IBC 109.4, Work commencing before permit issuance, by adding:
Any person who commences any work on a building, structure, electrical, gas, mechanical, or plumbing system before obtaining the necessary permits shall be subject to an investigation fee of $94.00 or twice the permit fee, whichever is greater.

Amend 2018 IBC 109.5, Related fees, by adding:

Re-inspection fees may be assessed for each inspection or re-inspection when the portion of work for which the inspection was scheduled is not complete or when corrections from a previous inspection are not made. Other events which may require the imposition of a re-inspection fee are:

1. Failure to have the inspection record on the job site when the inspector arrives
2. The approved plans not on the job site for the inspector to review
3. Failure to provide access to the job site or area to be reviewed by the inspector.

Appeals for such fees are made to the Building Official. To obtain a re-inspection after the inspector has left notice that a fee shall be assessed, the applicant shall pay a $94.00 fee to the Community Development counter.

Amend 2018 IBC 109.6, Refunds, by adding:
The applicant may receive up to 80% refund for the building permit fee (not including plan review fee) if no work has begun and no inspections have been performed. No refund of the plan review fee is authorized.

The Building Official shall determine, based upon work completed, the portion of fees paid to be refunded. There shall be no refund of any required deposit once the administrative routing and plan review process has begun.

Section 111 Certificate of Occupancy
Amend 2018 IBC 111.3, Temporary occupancy, by adding:
Temporary Certificate of Occupancies for residential construction (detached single family dwellings and duplexes) is not authorized.

Exceptions:

1. When a driveway approach cannot be poured due to weather, the Building Official can approve a Temporary Certificate of Occupancy after the applicant has posted a bond with the City of Flagstaff.

2. If the structure meets all the requirements for habitable space and sanitation, then a Temporary Certificate of Occupancy will be granted. Any unfinished items (i.e. bonus rooms, basement finishing, etc.) will be annotated in the inspection record as "not inspected" at the time of Temporary Certificate of Occupancy issuance. Applicants moving into a dwelling prior to receiving a Certificate of Occupancy may be evicted as the property is posted "NO OCCUPANCY" by the building inspector or Building Official.

Section 113 Board of Appeals
Amend 2018 IBC 113.1, General, by deleting and replacing with:
In order to hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretation of this code, there shall be and is hereby created a Building and Fire Code Board of Appeals per Flagstaff City Code, Title 2, Boards and Commissions.

CHAPTER 4 SPECIAL DETAILED REQUIREMENTS BASED ON OCCUPANCY AND USE
Amend 2018 IBC by adding Section 429, Electric vehicle (EV) charging.

Amend 2018 IBC by adding 429.1, General:

429.1 General. Every newly permitted multi-family dwelling, commercial, and industrial structure shall provide parking space with "EV-ready outlets" per Table 429.1 and shall be identified on the construction documents. Construction documents shall indicate the location of the proposed EV-ready outlet(s). At least one EV-ready outlet shall be located in common use areas and available for use by all occupants.

An EV-ready outlet is "ready-to-go" with the addition of a plug-in electric vehicle (PEV) charging station. An EV-ready outlet consists of 208/240V, 50 ampere panel capacity, conduit, wiring, receptacle, and overcurrent protection device. The end point of the system must be near the planned location of the future EV charging station. Electric vehicle supply equipment shall be installed in accordance with 2017 NFPA 70/NEC.

Table 429.1

Parking Spaces Provided	EV-ready Parking Spaces Required
1-19	None
20-50	One (1)
51-100	Two (2)
100+	Three (3)

CHAPTER 11 ACCESSIBILITY
Section 1102 Compliance
Amend 2018 IBC 1102.1, Design, by deleting and replacing with:
Buildings and facilities shall be designed and constructed to be accessible in accordance with ICC A117.1-2017.

CHAPTER 14 EXTERIOR WALLS
Section 1404 Installation of Wall Coverings
Amend 2018 IBC 1404.3, Vapor retarders, by deleting the following:
Class I or II vapor retarders are required on the interior side of frame walls in Climate Zones 5, 6, 7, 8, and Marine 4.

CHAPTER 15 ROOF ASSEMBLIES AND ROOFTOP STRUCTURES
Section 1505 Fire Classification
Amend 2018 IBC 1505.4, Class C roof assemblies, by deleting in its entirety.

Amend 2018 IBC 1505.5, Nonclassified roofing, by deleting in its entirety.

Section 1506 Materials
Amend 2018 IBC 1506.3, Product identification, by adding:
All roofing materials used must be a class "A" or "B" material and rolled roofing is to be of a self-adhering polymer bitumen type material.

Section 1507 Requirements for Roof Coverings
Amend 2018 IBC 1507.8, Wood shingles, by deleting in its entirety.

Amend 2018 IBC 1507.9, Wood shakes, by deleting in its entirety.

CHAPTER 16 STRUCTURAL DESIGN
Section 1607 Live Loads
Amend 2018 IBC Table 1607.1, Minimum Uniformly Distributed Live Loads and Minimum Concentrated Live Loads, by revising the following values:
#25 Residential

Habitable attics and attics served with fixed stairs: 40 psf
Sleeping rooms: 40 psf

Section 1608 Snow Loads
Amend 2018 IBC 1608.2, Ground snow loads, by deleting and replacing with:
The ground snow load shall be 60 psf.

Section 1612 Flood Loads
Amend 2018 IBC 1612.3, Establishment of flood hazard areas, as follows:
Replace "[INSERT DATE OF ISSUANCE]" with "09-03-2010".

APPENDIX J GRADING
Section J104 Permit Application and Submittals
Amend Appendix J by adding Section J104.5, Stormwater requirements, as follows:

1. Contractor shall submit to the Arizona Department of Environmental Quality a Notice of Intent (NOI) and a Notice of Termination (NOT) pursuant to the requirements of ARS Title 49, Chapter 2, Article 3.1. A copy of the submitted NOI and the NOT shall be provided to the City of Flagstaff Stormwater Section. The NOI shall be submitted prior to issuance of any City of Flagstaff grading, building, or offsite permits. The NOT shall be submitted prior to final acceptance of off-site improvements and the Certificate of Occupancy.

2. An Erosion Control Plan (ECP) shall be submitted to the City of Flagstaff Stormwater Section for review and approval as required by the City of Flagstaff Stormwater Manager. The ECP shall be prepared in accordance with the Arizona Department of Transportation (ADOT) Best Management Practices (BMP) Manual (or other BMPs as may be approved by the City of Flagstaff Stormwater Manager). Submittal shall be made concurrent with its respective permit application(s) and/or attached to the Civil Construction Document Plan Set submittal. Review timeframes shall be the same as the permit or civil reviews. City of Flagstaff permits that require an ECP will not be issued without review and approval by the City of Flagstaff Stormwater Section.

3. The ECP BMPs shall be set in place by the contractor, and the work inspected and approved the City of Flagstaff Stormwater Section prior to commencement of grading activities. The contractor shall contact the City of Flagstaff Stormwater Section for this pre-grading inspection.

4. During construction, the ECP BMPs shall remain in place, and shall be maintained until project completion as witnessed by a Final Grading Certification and the filing of a NOT. Failure to maintain ECP BMPs may result in a Stop Work Order. Permits will not be closed or finalized unless the site has been inspected and approved for final stabilization by the City of Flagstaff Stormwater Section. The contractor shall contact the City of Flagstaff Stormwater Section for this closure inspection.

5. In accordance with the provisions of this section, the City of Flagstaff may withhold permits, occupancy or enforce by other remedy in order to ensure compliance.

CHAPTER 4-03
2018 INTERNATIONAL RESIDENTIAL CODE

4-03-001-0001 AMENDMENTS, ADDITIONS, AND DELETIONS

The following provisions shall have the effect of either amending, adding to, or deleting from the 2018 International Residential Code adopted in Flagstaff City Code, Title 4, Building Regulations, Chapter 4-01, Administrative Enactments, Section 4-01-001-0002, Adoption of Model Codes.

CHAPTER 1 SCOPE AND ADMINISTRATION
Section R102 Applicability
Amend 2018 IRC R102.5, Appendices, by adding:
The following Appendices are hereby adopted as part of the IRC:
APPENDIX F – Radon Control Methods
APPENDIX H – Patio Covers
APPENDIX J – Existing Buildings and Structures.
APPENDIX M - Home Day Care, R-3 Occupancy
APPENDIX Q – Tiny houses
APPENDIX R – Light straw clay construction
APPENDIX S – Strawbale construction
APPENDIX T – Solar-ready provisions – detached one- and two-family dwellings and townhouses

Section R103 Department of Building Safety
Amend 2018 2018 IRC R103.1, Creation of enforcement agency, by deleting and replacing with:
The Building Safety Program of the Planning & Development Services Section, Community Development Division is appointed as the regulating office and the official in charge thereof shall be known as the Building Official.

Section R104 Duties and Powers of the Building Official
Amend 2018 IRC R104.7, Department records, by deleting and replacing with:
The Building Official shall keep comprehensive records of applications, permits issued, certificates issued, inspections made, reports rendered, and of notices of orders issued. All such records shall be open to public inspection at the stated office hours but shall not be removed from the office of the Building Official. All records are kept in both hard copy and electronic format. The electronic format information may be requested on a "walk-in" basis and reviewed during normal working hours. Copies or inspection of original documentation requires written notice and reasonable amount of time for Staff to collect the required records from an off-site warehouse location. Written requests will go through the City Clerk's office for processing.

Section R105 Permits
Amend 2018 IRC R105.1, Required, by adding:
All manufactured housing (housing classified as modular, factory built or manufactured house) installed within the City of Flagstaff will be designed to meet Arizona Department of Housing, Office of Manufactured Housing standards. The City of Flagstaff enforces a 60 pound per square foot ground snow load for site-built construction. Arizona Department of Housing standards for snow winter areas in Arizona is not consistent with local conditions and owners should be aware of the differences.

For "used" manufactured housing or "resale"/relocated manufactured housing being brought into the City of Flagstaff, the following applies: As per direction from the Arizona Department of Housing, Office of Manufactured Housing, Arizona Revised Statutes Title 41, requires that all manufactured housing units be certified to meet the minimum standards of the United States Department of Housing and Urban Development and are to be designed in accordance with consistent Arizona Department of Housing standards for manufactured homes and related industries. An applicant requesting an installation permit and inspection will be required to provide proof to the Building Official of the current State certification or re-certification of the unit.

Amend 2018 IRC R105.2, Work exempt from permit, as follows:
Add the following to Building Item #1: Accessory structures with floor area less than 200 square feet require a Minor Improvement Permit per Flagstaff City Code, Title 10, Flagstaff Zoning Code.

Revise Building Item #2 as follows: Fences and walls not over six (6) feet high. Fences and walls 6 feet and under a Minor Improvement Permit per Flagstaff City Code, Title 10, Flagstaff Zoning Code.

Add the following to Building Item #10: These decks require a Minor Improvement Permit per Flagstaff City Code, Title 10, Flagstaff Zoning Code.

Amend 2018 IRC R105.5, Expiration, by deleting and replacing with:
Every Residential Building Permit issued shall become invalid unless the work authorized by such permit is completed within 365 days from the issuance date of the building permit. The Building Official is authorized to grant, when request for extension is received in writing, one extension not to exceed 180 days. The extension shall demonstrate cause such as financial, weather delays, material delivery, etc. The permit may be extended for an additional 365 days by paying one half the original permit fee (not including the plan review fee), thereby allowing a maximum time of completing the project to 910 days. Failure to obtain a Certificate of Occupancy within 910 days shall result in a report being recorded with the Coconino County Recorder's Office for incomplete work or no final inspection report of the project.

All residential Over-the-Counter Permits for plumbing, mechanical, electrical, and re-roofing shall be valid for a maximum period of 180 days.

Section R106 Construction Documents
Amend 2018 IRC R106.1, Submittal documents, by adding:
Residential, single family detached, structures are exempt from the requirements for a Registered Design Professional under Arizona Revised Statutes unless circumstances dictate the necessity for professional design submittal. Duplexes and triplex units which do not exceed 3,000 square feet, two stories or a total occupant load of twenty (20), may also be designed by a non-registrant as long as the units have only one owner.

Sub-assemblies, such as commercially manufactured roof trusses or floor beams that indicate all imposed loading may be submitted without the seal of an Arizona Registered Design Professional. If a Registered Design Professional

has sealed the construction documents, the Registered Design Professional shall state they have reviewed and approved of the design either on the construction documents or by providing a written letter stating as such, signed, sealed, and dated.

Any retaining walls having any imposed surcharges from adjacent structural elements or unbalanced loading that exceed four (4) feet, shall be designed by an Arizona Registered Design Professional and shall be submitted at the time of permit application.

Amend 2018 IRC R106.1 Submittal documents, by adding subsection R106.1.5, Model plans:

R106.1.5 Model plans. An applicant may submit a model plan, which is a residential construction plan used two or more times. If approved, only modifications not shown on the model plan must be submitted for review. All modifications shall be clearly identified by clouded symbols, deltas, or other appropriate means. The review fee for modifications only will be hourly in accordance with city fee schedule. If, in Building Official's judgement, the modifications are excessive or inadequately defined, the full plan review fee will be charged.

Section R108 Fees

Amend 2018 IRC R108.2, Schedule of permit fees, by adding:

The current schedule of permit fees is on file in the Office of Building Safety and available on the City of Flagstaff website (www.flagstaff.az.gov).

Amend 2018 IRC 108.4, Related fees, by adding:

Re-inspection fees may be assessed for each inspection or re-inspection when the portion of work for which the inspection was scheduled is not complete or when corrections from a previous inspection are not made. Other events which may require the imposition of a re-inspection fee are:

1. Failure to have the inspection record on the job site when the inspector arrives
2. The approved plans not on the job site for the inspector to review
3. Failure to provide access to the job site or area to be reviewed by the inspector.

Appeals for such fees are made to the Building Official. To obtain a re-inspection after the inspector has left notice that a fee shall be assessed, the applicant shall pay a $94.00 fee to the Community Development counter.

Amend 2018 IRC R108.5, Refunds, by adding:

The applicant may receive up to 80% refund for the building permit fee (not including plan review fee) if no work has begun and no inspections have been performed. No refund of the plan review fee is authorized.

The Building Official shall determine, based upon work completed, the portion of fees paid to be refunded. There shall be no refund of any required deposit once the administrative routing and plan review process has begun.

Amend 2018 IRC R108.6, Work commencing before permit issuance, by adding:

Any person who commences any work on a building, structure, electrical, gas, mechanical, or plumbing system before obtaining the necessary permits shall

be subject to an investigation fee of $94.00 or twice the permit fee, whichever is greater.

Section R110 Certificate of Occupancy
Amend 2018 IRC R110.4, Temporary occupancy, by adding:
Temporary Certificate of Occupancies for residential construction (detached single family dwellings and duplexes) is not authorized.

Exceptions:
1. When a driveway approach cannot be poured due to weather, the Building Official can approve a Temporary Certificate of Occupancy after the applicant has posted a bond with the City of Flagstaff.

2. If the structure meets all the requirements for habitable space and sanitation, then a Temporary Certificate of Occupancy will be granted. Any unfinished items (i.e. bonus rooms, basement finishing, etc.) will be annotated in the inspection record as "not inspected" at the time of Temporary Certificate of Occupancy issuance. Applicants moving into a dwelling prior to receiving a Certificate of Occupancy may be evicted as the property is posted "NO OCCUPANCY" by the building inspector or Building Official.

Section R112 Board of Appeals
Amend 2018 IRC 112.1, General, by deleting and replacing with:
In order to hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretation of this code, there shall be and is hereby created a Building and Fire Code Board of Appeals per Flagstaff City Code, Title 2, Boards and Commissions.

CHAPTER 2 DEFINITIONS
Section R202 Definitions
Amend 2018 IRC Section R202 by adding:
ACCESSORY DWELLING UNIT. Accessory dwelling units (ADU) are defined by the Flagstaff City Code, Title 10 - Flagstaff Zoning Code.

ACCESSORY ENERGY SYSTEM. An accessory energy system will include wind turbines, PV solar, thermal solar, geo-thermal, bio-mass and other technologies that provide heating, cooling or electrical energy. The systems will be subject to a building permit and limited by zoning ordinances for visual, design, height and setback requirements.

CHAPTER 3 BUILDING PLANNING
Section R301 Design Criteria
Amend 2018 IRC Table R301.2(1), Climatic and Geographic Design Criteria, as follows:

Ground snow load: 60 psf
Wind design – Speed (mph): 115
Wind design - Topographic Effects: NO
Wind design – Special wind region: NO
Wind design – Windborne debris zone: NO
Seismic design category: C
Subject to damage from – Weathering: Moderate
Subject to damage from – Frost line depth: 30 inches

Subject to damage from - Termite: Moderate to heavy
Winter design temperature: 4 degrees F
Ice barrier underlayment required: YES
Flood hazards: a)12-16-1975, b)01-19-1983, c)09-03-2010*
Air freezing index: 1013
Mean annual temperature: 45.4 degrees F

Residential heating and cooling equipment sizing using Manual J is optional per 2018 IRC M1401.3. When opting to use ACCA Manual J for HVAC system design, the criteria shall be from ACCA Manual J, Table 1A for Arizona, Flagstaff AP.

*The flood hazard dates reflect the current National Flood Insurance Program and the date of the currently effective "FIRM" Map (used by the City of Flagstaff). These maps are updated by the issuing agency and adopted by Storm Water Management without notice.

Amend 2018 IRC Table R301.5, Minimum Uniformly Distributed Live Loads, by revising the following values:
Habitable attics and attics served with fixed stairs: 40 psf
Sleeping rooms: 40 psf

Section R302 Fire-Resistant Construction
Amend 2018 IRC R302.13, Fire protection of floors, by adding the following to Exceptions:
5. Floor assemblies located directly over crawl spaces with fuel-fired or electric-powered heating appliances where the maximum distance from crawl space floor to finish floor above does not exceed four (4) feet at any point.

Section R303 Light, Ventilation and Heating
Amend 2018 IRC R303.4, Mechanical ventilation, by deleting and replacing with:
Where the air infiltration rate of a *dwelling unit* is 5 air changes per hour or less where tested with a blower door at a pressure of 0.2 inch wg (50 Pa) in accordance with Section N1102.4.1.2, the *dwelling unit* may be provided with whole-house mechanical ventilation in accordance with Section M1505.4.

Section R309 Garages and Carports
Amend 2018 IRC R309.5, Fire sprinklers, by deleting in its entirety.

Section R313 Automatic Fire Sprinkler Systems
Amend 2018 IRC R313.2, One- and two-family dwellings automatic fire sprinkler systems, by deleting and replacing with:
An automatic residential fire sprinkler system may be installed in one- and two-family dwellings. Arizona Revised Statutes prohibits jurisdictions from adopting any ordinance that mandates fire sprinklers in newly constructed one- and two-family dwellings.

CHAPTER 4 FOUNDATIONS
Section R410 General
Amend 2018 IRC R401.4.1, Geotechnical evaluation, by deleting and replacing with:
Construction in all new residential subdivisions require a geotechnical evaluation with foundation recommendations. In established areas of the City

of Flagstaff, "in-fill" lots or vacant lots in subdivisions established prior to 1996, the designer may use a load-bearing pressure of 1500 pounds per square foot in lieu of a geotechnical evaluation. Upon site excavation of foundation, where the Building Official determines that in-place soils with an allowable bearing capacity of less than 1500 pounds per square foot (psf) are likely to be present at the site, then allowable bearing capacity shall be determined by a geotechnical evaluation at the expense of the permit applicant.

Section R403 Footings
Amend 2018 IRC R403.1, General, by adding:
All footings located less than eighteen (18) inches below existing grade to be air entrained, 3,500 psi concrete (severe weather), and pinned to rock at intervals specified for foundation wall vertical reinforcements or as specified by the Arizona Registered Design Professional of Record.

CHAPTER 5 FLOORS
Section R502 Wood Floor Framing
Amend 2018 IRC R502.3, Allowable joist spans, by adding:
The Western Lumber Span Tables for Floor and Ceiling Joists and Roof Rafters is adopted as a secondary reference to Tables R502.3.1(1) and R502.3.1(2)

Amend 2018 IRC R502.3.1, Sleeping areas and attic joists, by deleting and replacing with:
Table R502.3.1(1) shall be used to determine the maximum allowable span of floor joists that support sleeping areas and *attics* that are accessed by means of a fixed stairway in accordance with Section R311.7 provided that the design live load does not exceed 40 pounds per square foot (1.44 kPa) and the design dead load does not exceed 20 pounds per square foot (0.96 kPa). The allowable span of ceiling joists that support attics used for limited storage or no storage shall be determined in accordance with Section R802.5.

Section R507 Exterior Decks
Amend 2018 IRC R507.5, Deck beams, by adding:
The Western Lumber Span Tables for Floor and Ceiling Joists and Roof Rafters is adopted as a secondary reference to Tables R507.5.

Amend 2018 IRC R507.6, Deck joists, by adding:
The Western Lumber Span Tables for Floor and Ceiling Joists and Roof Rafters is adopted as a secondary reference to Tables R507.6.

Amend 2018 IRC R507.9.2, Lateral connection, by adding:
Exception: Attached first floor decks that do not exceed 30 inches above grade at any point.
CHAPTER 7 WALL COVERING
Section R702 Interior Covering
Amend 2018 IRC R702.7, Vapor retarders, by deleting the following:
Class I or II vapor retarders are required on the interior side of frame walls in Climate Zones 5, 6, 7, 8, and Marine 4.

CHAPTER 8 ROOF-CEILING CONSTRUCTION
Section R802 Wood Roof Framing
Amend 2018 IRC R802.4.1, Rafter size, by adding:

The Western Lumber Span Tables for Floor and Ceiling Joists and Roof Rafters is adopted as a secondary reference to Tables R802.4.1(1) through R802.4.1(8).

CHAPTER 9 ROOF ASSEMBLIES
Section R904 Materials
Amend 2018 IRC R904.3, Material specifications and physical characteristics, by adding:
All roofing materials used shall be Class "A" or "B" and rolled roofing shall be a Class A or B material and shall be a self-adhering, polymer modified bitumen material.

Section R905 Requirements for Roof Coverings
Amend 2018 IRC R905.7, Wood shingles, by deleting in its entirety.

Amend 2018 IRC R905.8, Wood shakes, by deleting in its entirety.

CHAPTER 11 ENERGY EFFICIENCY
Section N1102 Building Thermal Envelope
Amend 2018 IRC N1102.1.2, Insulation and fenestration criteria, by revising/adding the following to Table N1102.1.2 as follows:
Climate Zone 5, Wood frame wall R-value, shall be 15 high density in existing 2x4 framed walls in remodel work only.
Footnote b, add Exception: Windows used for the installation of glazing for an approved passive solar design.

Amend 2018 IRC N1102.2, Equipment sizing and efficiency rating (Mandatory), by adding:
Furnaces installed in new construction shall be 90% condensing type furnaces. Exception: For replacement furnaces, installation of a 90% condensing type furnaces is voluntary.

CHAPTER 20 BOILERS AND WATER HEATERS
Section M2005 Water Heaters
Amend 2018 IRC M2005.1, General, by adding:
Water heaters shall be capable of being removed without first removing a permanent portion of the building structure or any other appliance.

CHAPTER 24 FUEL GAS
Section G2445 Unvented Room Heaters
Amend 2018 IRC Section G2445, Unvented Room Heaters, by deleting in its entirety.

CHAPTER 26 GENERAL PLUMBING REQUIREMENTS
Section P2602 Individual Water Supply and Sewage Disposal
Amend 2018 IRC P2602.1, General, by adding:
Building sanitary drainage piping and systems that connect to private sewage disposal systems shall be approved by Coconino County Environmental Quality prior to installation.

SECTION P2603 STRUCTURAL AND PIPING PROTECTION
Amend 2018 IRC P2603.5.1, Sewer depth, by deleting and replacing with:
Building sewers that connect to private sewage disposal systems shall be approved by Coconino County Environmental Quality. *Building sewers* that

connect to the City of Flagstaff's sewage disposal system shall be not less than twelve (12) inches below grade.

CHAPTER 29 WATER SUPPLY AND DISTRIBUTION
Section P2903 Water Supply System
Amend 2018 IRC Table P2903.2, Maximum Flow Rates and Consumption for Plumbing Fixtures and Fixture Fittings, by revising and adding as follows:
Maximum Flow Rate or Quantity for a Water Closet to 1.3 gallons.

Dual-flush water closets: The effective flush volume shall not exceed 1.28 gallons (4.8 liters). The effective flush volume is the average flush volume of two reduced flushes and one full flush. Flush volumes shall be tested in accordance with ASME A112.19.2/CSA B45.1 and ASME A112.19.14.

CHAPTER 31 VENTS
Section P3103 Vent Terminals
Amend 2018 IRC P3103.1.1, Roof termination, as follows:
Replace "6" with "twelve (12)" and delete "or 6 inches (mm) above the anticipated snow accumulation, whichever is greater".

CHAPTER 39 POWER AND LIGHTING DISTRIBUTION
Section E3901 Receptacle Outlets
Amend 2018 IRC E3901.9, Basements, garages and accessory buildings, by adding:
At least one required garage receptacle shall be a 208/240-volt individual branch circuit for purposes of electric vehicle (EV) charging. The service panel or subpanel circuit directory shall provide a 50-ampere minimum dedicated branch circuit and a branch circuit overcurrent device. Electric vehicle supply equipment shall be installed in accordance with 2017 NFPA 70/NEC.

Exception: Additions and alterations to existing one- or two-family dwellings and townhouses constructed per the IRC are exempt from the EV charging requirement.

APPENDIX M HOME DAY CARE – R-3 OCCUPANCY
Section A101 General
Amend 2018 IRC Appendix M, AM101.1, General, by adding:
AM101.1.1 A Home Occupation Permit issued by the City of Flagstaff is required prior to receiving any building permits for conversions or improvements.

APPENDIX T SOLAR-READY PROVISIONS – DETACHED ONE- AND TWO-FAMILY DWELLINGS AND TOWNHOUSES
Section T101 Scope
Amend 2018 IRC Appendix T, T101.1, General, by deleting and replacing with:
These provisions shall be applicable for new construction.

Section T103 Solar-Ready Zone
Amend 2018 IRC Appendix T, T103.6, Capped roof penetration sleeve, by deleting in its entirety.

Amend 2018 IRC Appendix T, T103.8, Interconnection pathway, by deleting in its entirety.

Amend 2018 IRC Appendix T, T103.9, Electrical service reserved space, by deleting and replacing with:

When feasible, the main electrical service panel shall have a reserved space to allow installation of a dual pole circuit breaker for future solar electric installation and shall be labeled "For Future Solar Electric." The reserved space shall be positioned at the opposite (load) end from the input feeder location or main circuit location.

CHAPTER 4-04

2018 INTERNATIONAL EXISTING BUILDING CODE

4-04-001-0001 AMENDMENTS, ADDITIONS, AND DELETIONS

The following provisions shall have the effect of either amending, adding to, or deleting from the 2018 International Existing Building Code adopted in Flagstaff City Code, Title 4, Building Regulations, Chapter 4-01, Administrative Enactments, Section 4-01-001-0002, Adoption of Model Codes.

CHAPTER 1 SCOPE AND ADMINISTRATION
Section 105 Permits
Amend 2018 IEBC 105.1, Required, by adding:
Refer to the 2018 Amendments to Flagstaff City Code, Title 4, Building Code to the 2018 International Building Code (IBC) and 2018 and International Residential Code (IRC) for building permit requirements.

Amend 2018 IEBC 105.5, Expiration, by deleting and replacing with:
Refer to the 2018 Amendments to Flagstaff City Code, Title 4, Building Code to the 2018 International Building Code (IBC) and 2018 and International Residential Code (IRC) for the duration of building permits.

Section 112 Board of Appeals
Amend 2018 IEBC 112.1, General, by deleting and replacing with:
In order to hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretation of this code, there shall be and is hereby created a Building and Fire Code Board of Appeals per Flagstaff City Code, Title 2, Boards and Commissions.

CHAPTER 3 PROVISIONS FOR ALL COMPLIANCE METHODS
Section 301 Administration
Amend 2018 IEBC 301.5, Compliance with accessibility, by deleting and replacing with:
Accessibility requirements for existing buildings shall comply with the 2017 edition of ICC A117.1.

CHAPTER 4 REPAIRS
Section 408 Plumbing
Amend 2018 IEBC 408.2, Water closet replacement, by deleting and replacing with:
The maximum water consumption flow rates and quantities for all replaced water closets shall be 1.3 gallons per flushing cycle.

Dual-flush water closets: The effective flush volume shall not exceed 1.28 gallons (4.8 liters). The effective flush volume is the average flush volume of two reduced flushes and one full flush. Flush volumes shall be tested in accordance with ASME A112.19.2/CSA B45.1 and ASME A112.19.14.

CHAPTER 12 HISTORIC BUILDINGS
Section 1201 General
Amend 2018 IEBC 1201.2, Report, by adding subsection 1201.2.1, Heritage Preservation Commission:

1201.2.1, Heritage Preservation Commission. Any changes to a structure in a historic district or to buildings listed on the City of Flagstaff Historic Registry shall be reviewed by the Community Investment Division, Heritage Preservation Officer, and Current Planning Program, Planning & Development Services Section, prior to issuing a building permit. The project may be referred to the City's Inter-Division Staff (IDS) committee and/or the Heritage Preservation Commission for review.

CHAPTER 4-05
2018 INTERNATIONAL MECHANICAL CODE

4-05-001-0001 AMENDMENTS, ADDITIONS, AND DELETIONS

The following provisions shall have the effect of either amending, adding to, or deleting from the 2018 International Mechanical Code (IMC) adopted in Flagstaff City Code, Title 4, Building Regulations, Chapter 4-01, Administrative Enactments, Section 4-01-001-0002, Adoption of Model Codes.

CHAPTER 1 SCOPE AND ADMINISTRATION
Section 106 Permits
Amend 2018 IMC 106.5.2, Fee schedule, by deleting and replacing with:
The fees for all plumbing work shall be in accordance with 2018 IBC 109.2, as adopted and amended by the City of Flagstaff.

Amend 2018 IMC 106.5.3, Fee refunds, by deleting and replacing with:
Refunds shall be in accordance with 2018 IBC 109.6, as adopted and amended by the City of Flagstaff.

Section 108 Violations
Amend 2018 IMC 108.4, Violation penalties, by deleting and replacing with:
Violation penalties shall be in accordance with 2018 IBC 114.4 as adopted and amended by the City of Flagstaff.

Amend 2018 IMC 108.5, Stop work orders, by deleting and replacing with:
Stop work orders shall be in accordance with 2018 IBC Section 115, as adopted and amended by the City of Flagstaff.

Section 109 Means of Appeal
Amend 2018 IMC 109.1, Application for appeal, by deleting and replacing with:
In order to hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretation of this code, there shall be and is hereby created a Building and Fire Code Board of Appeals per Flagstaff City Code, Title 2, Boards and Commissions.

CHAPTER 3 GENERAL REGULATIONS
Section 304 Installation
Amend 2018 IMC 304.2, Conflicts, by deleting and replacing with:
Where conflicts between this code and the conditions of the listing or the manufacturer’s installation instructions occur, the listing and manufacturer’s installation requirements shall apply.

CHAPTER 9 SPECIFIC APPLIANCES, FIREPLACES AND SOLID FUEL-BURNING EQUIPMENT
Section 903 Factory-Built Fireplaces
Amend 2018 IMC 903.3, Unvented gas log heaters, by deleting and replacing with:
An unvented gas log heater shall not be installed at any time unless first approved by the local gas utility company. A signed and dated letter of such approval shall be submitted to the Building Official before a permit can be issued.

CHAPTER 10 BOILERS, WATER HEATERS AND PRESSURE VESSELS
Section 1002 Water Heaters

Amend 2018 IMC 1002.1, General, by revising the second sentence to read:
Water heaters shall be capable of being removed without first removing a permanent portion of the building structure or any other appliance.

CHAPTER 4-06
2018 INTERNATIONAL PLUMBING CODE

4-06-001-0001 AMENDMENTS, ADDITIONS, AND DELETIONS

The following provisions shall have the effect of either amending, adding to, or deleting from the 2018 International Plumbing Code (IPC) adopted in Flagstaff City Code, Title 4, Building Regulations, Chapter 4-01, Administrative Enactments, Section 4-01-001-0002, Adoption of Model Codes.

CHAPTER 1 SCOPE AND ADMINISTRATION
Section 106 Fees
Amend 2018 IPC 106.6.2, Fee schedule, by deleting and replacing with:
The fees for all plumbing work shall be in accordance with 2018 IBC 109.2, as adopted and amended by the City of Flagstaff.

Amend 2018 IPC 106.6.3, Fee refunds, by deleting and replacing with:
Refunds shall be in accordance with 2018 IBC 109.6, as adopted and amended by the City of Flagstaff.

Section 109 Means of Appeal
Amend 2018 IPC 109.1, Application for appeal, by deleting and replacing with:
In order to hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretation of this code, there shall be and is hereby created a Building and Fire Code Board of Appeals per Flagstaff City Code, Title 2, Boards and Commissions.

Amend 2018 IPC Sections 109.2 through 109.7, by deleting in their entirety.

CHAPTER 3 GENERAL REGULATIONS
Section 301 General
Amend 2018 IPC 301.7, Conflicts, by deleting and replacing with:
Where conflicts between this Code and the conditions of the listing or the manufacturer’s installation instructions occur, the listing or manufacturer’s installation requirements shall apply.

Section 305 Protection of Pipes and Plumbing System Components
Amend 2018 IPC 305.4, Freezing, by revising the last sentence to read:
Exterior water supply piping shall be installed not less than thirty (30) inches below grade.

Amend 2018 IPC 305.4.1, Sewer depth, by deleting and replacing with:
Building sewers that connect to private sewage disposal systems shall be approved by Coconino County Environmental Quality prior to installation. Building sewers that connect to City-provided sewer shall be a minimum of twelve (12) inches below grade.

Section 312 Tests and Inspections
Amend 2018 IPC 312.1, Required tests, by replacing the fourth sentence with:
All plumbing system piping shall be tested with either water or air.

Amend 2018 IPC 312.3, Drainage and vent air test, by deleting the first sentence.

Amend 2018 IPC 312.4, Drainage and vent final test, by deleting in its entirety.

Amend 2018 IPC 312.6, Gravity and sewer test, by deleting in its entirety.

Amend 2018 IPC 312.7, Forced sewer test, by deleting in its entirety.

CHAPTER 6 WATER SUPPLY AND DISTRIBUTION
Section 604 Design of Building Water Distribution System
Amend 2018 IPC Table 604.4, Maximum flow rates and consumption for plumbing fixtures and fixture fittings, by revising the following values:
Maximum Flow Rate or Quantity for a Urinal to 1 pint.
Maximum Flow Rate or Quantity for a Water Closet to 1.3 gallons.

Dual-flush toilets: The effective flush volume shall not exceed 1.28 gallons (4.8 liters). The effective flush volume is the average flush volume of two reduced flushes and one full flush. Flush volumes shall be tested in accordance with ASME A112.19.2/CSA B45.1 and ASME A112.19.14.

CHAPTER 7 SANITARY DRAINAGE
Section 703 Building Sewer
Amend 2018 IPC 703, Building sewer, by adding section 703.7, Building sewer locating means:
703.7 Building Sewer Locating Means. All non-metallic building sewer piping shall be installed with a plastic covered No. 12 AWG Type UF 600V tracer wire taped to the top of the piping with a minimum 10 mil tape. The building sewer tracer wire shall be green in color.

CHAPTER 9 VENTS
Section 903 Vent Terminals
Amend 2018 IPC 903.1, Roof termination, as follows:
Replace "[NUMBER OF INCHES]" with "twelve (12)".

CHAPTER 4-07
2018 INTERNATIONAL FUEL GAS CODE

4-07-001-0001 AMENDMENTS, ADDITIONS, AND DELETIONS
The following provisions shall have the effect of either amending, adding to, or deleting from the 2018 International Fuel Gas Code (IFGC) adopted in Flagstaff City Code, Title 4, Building Regulations, Chapter 4-01, Administrative Enactments, Section 4-01-001-0002, Adoption of Model Codes.

CHAPTER 1 SCOPE AND ADMINISTRATION
Section 106 Fees
Amend 2018 IFGC 106.6.2, Fee schedule, by deleting and replacing with:
The fees for work shall be in accordance with 2018 IBC 109.2, as adopted and amended by the City of Flagstaff.

Amend 2018 IPC 106.6.3, Fee refunds, by deleting and replacing with:
Refunds shall be in accordance with 2018 IBC 109.6, as adopted and amended by the City of Flagstaff.

Section 109 Means of Appeal
Amend 2018 IFGC 109.1, Application for appeal, by deleting and replacing with:
In order to hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretation of this code, there shall be and is hereby created a Building and Fire Code Board of Appeals per Flagstaff City Code, Title 2, Boards and Commissions.

Amend 2018 IFGC Sections 109.2 through 109.7, by deleting in their entirety.

CHAPTER 3 GENERAL REGULATIONS
Section 303 Appliance Location
Amend 2018 IFGC 303.3, Prohibited locations, by deleting numbers 3 and 4.

CHAPTER 4 GAS PIPING INSTALLATIONS
Section 403 Piping Materials
Amend 2018 IFGC 403.4.3, Copper and copper alloy, by deleting and replacing with:
Copper and brass, threaded copper, brass, and aluminum piping shall not be used for gas piping installations within the City of Flagstaff.

CHAPTER 6 SPECIFIC APPLIANCES
Section 621 Unvented Room Heaters
Amend 2018 IFGC Section 621, Unvented Room Heaters, by deleting in its entirety.

CHAPTER 4-08
2018 INTERNATIONAL ENERGY CONSERVATION CODE

4-08-001-0001 AMENDMENTS, ADDITIONS, AND DELETIONS

The following provisions shall have the effect of either amending, adding to, or deleting from the 2018 International Energy Conservation Code (IECC) adopted in Flagstaff City Code, Title 4, Building Regulations, Chapter 4-01, Administrative Enactments, Section 4-01-001-0002, Adoption of Model Codes.

COMMERCIAL PROVISIONS
CHAPTER 1 SCOPE AND ADMINISTRATION
Section C101 Scope and General Requirements
Amend 2018 IECC, by adding Section C101.2.1, Appendices:
Provisions in the appendices shall not apply unless specifically adopted. The following Appendices are hereby adopted as part of the IECC:

APPENDIX CA – SOLAR-READY ZONE - COMMERCIAL

Section C109 Board of Appeals
Amend 2018 IECC C109.1, General, by deleting and replacing with:
In order to hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretation of this code, there shall be and is hereby created a Building and Fire Code Board of Appeals per Flagstaff City Code, Title 2, Boards and Commissions.

Amend 2018 IECC C109.3, Qualifications, by deleting in its entirety.

CHAPTER 2 DEFINITIONS
Section C202 General Definitions
Amend 2018 IECC C202, General definitions, by replacing the following definition with:
RESIDENTIAL BUILDING. For this code, includes detached one- and two-family dwellings and townhouses as well as Group R-2, R-3, and R-4 buildings three stories or less in height above grade plane or concrete podium, and without interior conditioned common entry/exit corridors. Where the building includes accessory common uses and/or commercial spaces, those portions of the building shall comply with the applicable commercial provisions of the IECC.

RESIDENTIAL PROVISIONS
CHAPTER 1 SCOPE AND ADMINISTRATION
Section R101 Scope and General Requirements
Amend 2018 IECC, by adding Section R101.2.1, Appendices.
Provisions in the appendices shall not apply unless specifically adopted. The following Appendices are hereby adopted as part of the IECC:

APPENDIX RA – SOLAR-READY ZONE - RESIDENTIAL

Section R109 Board of Appeals
Amend 2018 IECC R109.1, General, by deleting and replacing with:
In order to hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretation

of this code, there shall be and is hereby created a Building and Fire Code Board of Appeals per Flagstaff City Code, Title 2, Boards and Commissions.

Amend 2018 IECC R109.3, Qualifications, by deleting in its entirety.

CHAPTER 2 DEFINITIONS
Section R202 General Definitions
Amend 2018 IECC R202, General definitions, by replacing the following definition with:
RESIDENTIAL BUILDING. For this code, includes detached one- and two-family dwellings and townhouses as well as Group R-2, R-3, and R-4 buildings three stories or less in height above grade plane or concrete podium, and without interior conditioned common entry/exit corridors. Where the building includes accessory common uses and/or commercial spaces, those portions of the building shall comply with the applicable commercial provisions of the IECC.

CHAPTER 4 RESIDENTIAL ENERGY EFFICIENCY
Section R402 Building Thermal Envelope
Amend 2018 IECC R402.1.2, Insulation and fenestration criteria, by adding the following to Table R402.1.2 as follows:
Climate Zone 5, Wood frame wall R-value: 15 high density in existing 2x4 framed walls in remodel work only.
Footnote b, Exception: Windows used for the installation of glazing for approved passive solar design.

Amend 2018 IECC R403.7, Equipment sizing and efficiency rating (Mandatory), by adding:
Furnaces installed in new construction shall be 90% condensing type furnaces. Exception: Replacement furnaces are to be voluntary 90% condensing type furnaces.

APPENDIX RA SOLAR-READY PROVISIONS – DETACHED ONE-AND TWO-FAMILY DWELLING AND TOWNHOUSES
Section RA101 Scope
Appendix RA Amend 2018 IECC Appendix RA, RA101.1, General, by deleting and replacing with:
These provisions shall be applicable for new construction.

Section RA103 Solar-Ready Zone
Amend 2018 IECC Appendix RA, RA103.6, Interconnection pathway, by deleting in its entirety.

Amend 2018 IECC Appendix RA, RA103.7, Electrical service reserved space, by deleting and replacing with:
When feasible, the main electrical service panel shall have a reserved space to allow installation of a dual pole circuit breaker for future solar electric installation and shall be labeled "For Future Solar Electric." The reserved space shall be positioned at the opposite (load) end from the input feeder location or main circuit location.

CHAPTER 4-09
2018 INTERNATIONAL SOLAR ENERGY PROVISIONS

4-09-001-0001 AMENDMENTS, ADDITIONS, AND DELETIONS

The following provisions shall have the effect of either amending, adding to, or deleting from the 2018 International Solar Energy Provisions (ISEP) adopted in Flagstaff City Code, Title 4, Building Regulations, Chapter 4-01, Administrative Enactments, Section 4-01-001-0002, Adoption of Model Codes.

The 2018 ISEP is a compilation of all solar energy provisions found throughout the 2018 International Codes (IBC, IRC, IECC, IMC, IPC, IFC, and ISPSC). As such, each code section contained within this document is also identified by its corresponding section number from the original International Code source, as detailed in the Letter Designations located in the Preface of the ISEP. Amendments to any section from the source codes, including the 2018 International Fire Code (IFC) as adopted under Flagstaff City Code, Title 5, shall apply to the 2018 ISEP.

CHAPTER 4-10
2018 INTERNATIONAL SWIMMING POOL AND SPA CODE

4-10-001-0001 AMENDMENTS, ADDITIONS, AND DELETIONS

The following provisions shall have the effect of either amending, adding to, or deleting from the 2018 International Swimming Pool and Spa Code (ISPSC) adopted in Flagstaff City Code, Title 4, Building Regulations, Chapter 4-01, Administrative Enactments, Section 4-01-001-0002, Adoption of Model Codes.

CHAPTER 1 SCOPE AND ADMINISTRATION
Section 108 Means of Appeal
Amend 2018 ISPSC 108.1, Application for appeal, by deleting and replacing with:
In order to hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretation of this code, there shall be and is hereby created a Building and Fire Code Board of Appeals per Flagstaff City Code, Title 2, Boards and Commissions.

Amend 2018 ISPSC Sections 108.2 through 108.7, by deleting in their entirety.

CHAPTER 2 DEFINITIONS
Section 202 Definitions
Amend 2018 ISPSC Section 202, Definitions, by adding:
RESIDENTIAL SWIMMING POOL (RESIDENTIAL POOL). A pool intended for use that is accessory to a residential setting and available only to the household and its guests including any structure intended for swimming or recreational bathing that contains water over eighteen (18) inches in depth. This includes in-ground, above ground, and on-ground swimming pools, hot tubs, spas, and fixed in place wading pools. Other pools shall be considered to be public pools for purposes of this code.

CHAPTER 3 GENERAL COMPLIANCE
Section 305 Barrier Requirements
Amend 2018 ISPSC 305.2.1, Barrier height and clearances, by revising as follows:
1. The top of the barrier shall be not less than sixty (60) inches above grade where measured on the side of the barrier that faces away from the pool or spa. Such height shall exist around the entire perimeter of the barrier and for a distance of three (3) feet measured horizontally from the outside of the required barrier.

CHAPTER 4-11
NATIONAL ELECTRICAL CODE

4-11-001-0001 AMENDMENTS, ADDITIONS, AND DELETIONS

The following provisions shall have the effect of either amending, adding to, or deleting from the National Electrical Code (NEC), 2017 Edition, adopted in Flagstaff City Code, Title 4, Building Regulations, Chapter 4-01, Administrative Enactments, Section 4-01-001-0002, Adoption of Model Codes.

CHAPTER 1 GENERAL
Article 110 Requirements for Electrical Installations
Part I General
Amend 2017 NEC Article 110.5, Conductors, to read:
Conductors used to carry current shall be of copper only. Where the conductor material is not specified, the material and the sizes given in this Code shall apply to copper conductors. The use of aluminum wire shall be approved for feeders and service entrance conductors only and shall not be used for branch circuit wiring.

Amend 2017 NEC Article 110.7, Wiring integrity, by adding:
All equipment rated at 1000 amperes or more shall be tested for insulation breakdown, mechanical integrity, and workmanship prior to the equipment being energized. A certified high potential voltage test (hi-pot) shall be performed and a certificate issued to the Building Official. This test shall be performed in the presence of a Building Inspector and conducted by a testing firm approved by the Building Official.

Said test shall be performed for a period of one (1) minute, the application of a 60 hertz alternating potential of 1000 volts plus twice the rated phase to phase voltage of the equipment.

This test shall be performed between all phases to ground, phase to phase, and neutral if isolated.

CHAPTER 2 WIRING AND PROTECTION
Article 210 Branch Circuits
Part I General Provisions
Amend 2017 NEC Article 210.5, Identification for Branch Circuits, by adding:
(D) Color Code. Where 15, 20, or 30 ampere branch circuits requiring a neutral are installed in raceways or cable assemblies, the conductor of branch circuits connected to the same system shall conform to the following color code:

Volts	Phase	System	Phase A	Phase B	Phase C	Neutral
120/208	3	Wye	Black	Red	Blue	White
120/240	3	Delta	Black	Orange	Blue	White
277/480	3	Wye	Brown	Orange	Yellow	Gray

Article 250 Grounding and Bonding
Part II System Grounding
Amend 2017 NEC Article 250.30, Grounding Separately Derived Alternating-Current Systems, (A) Grounded Systems, (2) Supply-Side Bonding Jumper, by adding:

(c) All new building construction shall have a one-piece concrete-encased electrode and electrode conductor (Ufer ground), a minimum twenty (20) feet length in the footing, sized from the following table:

0-200 ampere service: 1 piece #4 copper (electrode and electrode conductor)

201-400 ampere service: 1 piece 1/0 copper (electrode and electrode conductor)

401-800 ampere service: 1 piece 2/0 copper (electrode and electrode conductor)

Larger than 800 ampere service: 1 piece 3/0 copper (electrode and electrode conductor)

Where the Ufer has been lost, damaged, or cannot be located, a ground ring or modification of the same consisting of thirty (30) feet of #2 bare copper wire, buried a minimum of thirty (30) inches deep in a trench, or a plate electrode per Article 250.53 (H) shall be required in lieu of a concrete-encased electrode.

“The 2024 Suite of Building and Fire Codes and Related Amendments to City Code, Title 4, Building Regulations, and Title 5, Fire Code”

TITLE 4
BUILDING REGULATIONS

CHAPTERS:

4-01 ADMINISTRATIVE ENACTMENTS

4-02 2024 INTERNATIONAL BUILDING CODE (IBC) AMENDMENTS

4-03 2024 INTERNATIONAL RESIDENTIAL CODE (IRC) AMENDMENTS

4-04 2024 INTERNATIONAL EXISTING BUILDING CODE (IEBC) AMENDMENTS

4-05 2024 INTERNATIONAL MECHANICAL CODE (IMC) AMENDMENTS

4-06 2024 INTERNATIONAL PLUMBING CODE (IPC) AMENDMENTS

4-07 2024 INTERNATIONAL FUEL GAS CODE (IFGC) AMENDMENTS

4-08 2024 INTERNATIONAL ENERGY CONSERVATION CODE (IECC) AMENDMENTS

4-10 2024 INTERNATIONAL SWIMMING POOL AND SPA CODE (ISPSC) AMENDMENTS

4-11 NATIONAL ELECTRICAL CODE (NEC), 2023 EDITION, AMENDMENTS

CHAPTER 4-01
ADMINISTRATIVE ENACTMENTS

SECTIONS:

4-01-001-0001 DEFINITIONS
4-01-001-0002 ADOPTION OF MODEL CODES
4-01-001-0003 SAVING CLAUSE
4-01-001-0004 VIOLATION AND PENALTIES

4-01-001-0001 DEFINITIONS

As used in all of the adopted model codes referenced herein, as amended, the following terms shall have the meaning herein prescribed:

A. Wherever the word "Municipality" or "[Name of Jurisdiction]" is used, it shall mean the City of Flagstaff.

B. Wherever the term "Department of Building Safety" is used, it shall mean "Planning & Development Services Division."

C. Wherever the term "Corporation Counsel" is used, it shall mean the Attorney for the City of Flagstaff.

D. Wherever the term "Administrative Authority" is used in conjunction with publicly provided utilities (natural gas, electricity, internet and broadband service, telephone, and cable television), it shall mean the current contract company providing the respective service. Wherever the term "Administrative Authority" is used in conjunction with publicly provided utilities or permits (water, sewer, storm water management and/or building permits), it shall mean the City of Flagstaff.

4-01-001-0002 ADOPTION OF MODEL CODES

There are hereby adopted by the City Council of the City of Flagstaff for the purposes of establishing rules and regulations for the construction, alteration, removal, demolition, equipment, use and occupancy, maintenance of buildings and structures, including permits and penalties, those certain model codes known and referred to with particularity as:

2024 International Building Code (IBC)*

2024 International Residential Code (IRC)*

2024 International Existing Building Code (IEBC)*

2024 International Mechanical Code (IMC)*

2024 International Plumbing Code (IPC)*

2024 International Fuel Gas Code (IFGC)*

2024 International Energy Conservation Code (IECC)*

2024 International Swimming Pool and Spa Code (ISPSC)*

National Electrical Code (NEC), 2023 Edition**

ICC A117.1-2017, Accessible and Usable Building and Facilities*

1997 Uniform Housing Code***

1997 Uniform Administrative Code***

1997 Uniform Code for the Abatement of Dangerous Buildings***

***Published by International Code Council (ICC)**
**** Published by National Fire Protection Association (NFPA)**
***** Published by International Conference of Building Officials (ICBO)**

One (1) electronic copy of each model code listed above, and any amendments to said codes, are on file in the office of the City Clerk of the City of Flagstaff, and the same is made part hereof by this reference as if fully and completely herein set forth. The provisions of the aforestated codes shall be controlling for construction within the corporate limits of the City of Flagstaff.

4-01-001-0003 SAVING CLAUSE

Nothing in this Chapter or in the 2024 International Codes, 2023 National Electrical Code, ICC A117.1-2017, and Uniform Codes hereby adopted shall be construed to affect any suit or proceeding now pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinances replaced hereby. Nor shall any right or remedy of any character be lost, impaired, or affected by this Chapter.

4-01-001-0004 VIOLATION AND PENALTIES

A. Violations. It shall be unlawful for any person, firm, or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use or maintain any building or permit the same to be done in violation of the model codes adopted in section 4-01-001-0002 above, as amended.

B. Penalties. Any person, firm, or corporation violating any provision of this Code shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punishable by a fine and/or imprisonment set forth by Flagstaff City Code, Title I, Chapter 1-04 General Penalty. Each separate day or any portion thereof, during which any violation of this Code occurs or continues, shall be deemed to constitute a separate offense.

CHAPTER 4-02
2024 INTERNATIONAL BUILDING CODE

4-02-001-0001 AMENDMENTS, ADDITIONS, AND DELETIONS

The following provisions shall have the effect of either amending, adding to, or deleting from the 2024 International Building Code adopted in Flagstaff City Code, Title 4, Building Regulations, Chapter 4-01, Administrative Enactments, Section 4-01-001-0002, Adoption of Model Codes.

CHAPTER 1 SCOPE AND ADMINISTRATION
Section 101 Scope and General Requirements

Amend 2024 IBC 101.2, Scope, by deleting and replacing with:

The provisions of this code shall apply to the construction, *alteration*, relocation, enlargement, replacement, *repair*, equipment, use and occupancy, location, maintenance, removal and demolition of every *building* or *structure* or any appurtenances connected or attached to such *buildings* or *structures*.

Exception: Attached and detached one- and two-family *dwellings*, triplexes, fourplexes, and *townhouses* not more than three *stories above grade plane* in height with a separate *means of egress*, and their accessory *structures* not more than three stories above grade plane in height, shall comply with this code or the *International Residential Code*.

Amend 2024 IBC 101.2.1, Appendices, by adding:
The following Appendices are hereby adopted as part of the IBC:

APPENDIX C – Group U – Agricultural Buildings
APPENDIX I – Patio Covers
APPENDIX J – Grading
APPENDIX N – Replicable Buildings

Section 103 Code Compliance Agency
Amend 2024 IBC 103.1, Creation of enforcement agency, by deleting and replacing with:
The City of Flagstaff Building Safety & Code Compliance Section is appointed as the enforcement agency for purposes of this code, and the official in charge thereof shall be known as the Building Official. The function of the Section shall be the implementation, administration, and enforcement of the provisions of this code.

Section 105 Permits
Amend 2024 IBC 105.1, Required, by adding:
Approved portable equipment used in conjunction with special events in public locations (parks, parking lots, publicly owned land, et cetera) of 25 kW generator or greater shall have an Over-the-Counter Permit issued and a licensed electrical contractor for installation or setup. The Building Inspector must be given immediate notice when an installation is ready for either rough or final inspection.

Amend 2024 IBC 105.1 by adding subsections 105.1.3 through 105.1.7.1:
105.1.3 Application and fees. Application for an annual permit shall be filed with the Building Official, along with the application fee set forth in the City Fee Schedule.

105.1.4 Renewal application and fee. Annual permits expire on December 31. Application to renew an annual permit shall be filed with the Building Official by December 15, along with the renewal application fee set forth in the City Fee Schedule.

105.1.5 Denial of application. If the application or renewal is denied, the fee shall be refunded. The applicant may appeal the denial to the Building and Fire Code Board of Appeals within 10 calendar days after notice of the denial.

105.1.6 Suspension and revocation. The Building Official may suspend or revoke an annual permit upon violation of this code, including failure to apply for permits and inspections when required. Written notice of suspension or revocation shall be sent to the permit holder at least 10 calendar days before suspension or revocation. Appeal may be made to the Building and Fire Code Board of Appeals within 10 calendar days after notice of suspension or revocation. There is no fee refund if an annual permit is suspended or revoked.

105.1.7 Inspections. The Building Official, or their designee, may inspect all work and reject work or request corrections for any work in violation of this code.

105.1.7.1 Record exceptions. Work reports are not required for**:**

1. Installing machines, equipment, and processes related to production or testing.
2. Moving cases, counters, and partitions not over 5 feet 9 inches tall.

Amend 2024 IBC 105.4 Validity of permit, by adding:

A permit shall not be valid until a copy of the issued permit is signed and returned to the Building Safety & Code Compliance Section.

Amend 2024 IBC 105.5, Expiration, by deleting, replacing and adding sub sections 105.5.1 through 105.5.3:

Commercial Building Permits issued for new construction, remodels, additions, and alterations shall expire 24 months (730 days) from the date of issuance, unless extended as provided herein.

105.5.1: A permit shall become invalid if the work authorized by such permit is not commenced within 180 days from the date of issuance, or if the work is suspended or abandoned for a period of 180 days after commencement.

105.5.2: Only one extension not to exceed 365 days, may be granted by the Building Official upon written request and payment of a fee equal to one-half of the original building permit fee (excluding plan review fees).
Permits that exceed 1095 days (3 years) from the date of issuance, including extensions, and have not received final inspection approval shall expire. A new permit shall be required to complete the work, and all applicable fees shall be paid.

105.5.3: Over the counter permits (plumbing, mechanical, electrical, and re-roofing) shall expire if the work authorized by the permit is not commenced within 180 days from the date of issuance, or if the work is suspended or abandoned for a period of 180 days. Such permits shall not remain valid for more than 180 days from the date of issuance unless an extension is approved by the Building Official.

Section 107 Construction Documents
Amend 2024 IBC 107.1, General, by adding:

Where required by Arizona Revised Statutes, construction documents for new construction, additions, alterations, or repairs to commercial occupancies within the City of Flagstaff shall be prepared by an Arizona-registered design professional (i.e. architect and engineers) in good standing when:

1. The total square footage of any building exceeds 3,000 square feet, or
2. The total occupancy of the building exceeds twenty (20) persons, or
3. Any structural member required for the project exceeds twenty (20) feet in length

The Arizona Registered Design Professional of Record shall affix their seal to all construction documents. Construction documents not prepared by the Registered Design Professional of Record shall be identified as such; and the design professional's seal shall be affixed to all sheets in the construction document set to indicate that the project was prepared under the responsible control and coordination of the Registered Design Professional of Record.

Construction documents for retaining walls subject to surcharge loads from adjacent structural elements or other unbalanced loading that exceeds four (4) feet in height, shall be prepared by an Arizona Registered Design Professional.

Construction documents for electrical service equipment rated at 600 amperes or greater shall be prepared by an Arizona Registered Design Professional.

Section 109 Fees

Amend 2024 IBC 109.2, Schedule of permit fees, by adding:

The current schedule of permit fees is on file in the Office of Building Safety and available on the City of Flagstaff website (www.flagstaff.az.gov).

Amend 2024 IBC 109.4, Work commencing before permit issuance, by adding:

Any person who commences any work to construct, enlarge, alter, repair, move, demolish or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to an investigation fee of $94.00 or twice the permit fee, whichever is greater.

Amend 2024 IBC 109.5, Related fees, by adding:

Re-inspection fees may be assessed for each inspection or re-inspection when the portion of work for which the inspection was scheduled is not complete or when corrections from a previous inspection are not made. Other events which may require the imposition of a re-inspection fee are:

1. Failure to have the inspection record on the job site when the inspector arrives.
2. The approved plans are not on the job site at the time of inspection.
3. Failure to provide access to the job site or area to be reviewed by the inspector.

Appeals for such fees are made to the Building Official. A $94.00 re-inspection fee shall be paid through the Building Permit Portal before a re-inspection may be scheduled, after the inspector has issued notice that such fee will be assessed.

Amend 2024 IBC 109.6, Refunds, by adding:

A refund of up to 80 percent of the building permit fee, excluding plan review fees, may be authorized by the Building Official, provided that no work has commenced and no inspections have been performed. Plan review fees shall not be refundable.

The Building Official is authorized to determine the amount of any refund based on the extent of administrative processing and work completed. No refund shall be issued for any required deposit once administrative routing or plan review has commenced.

Section 111 Certificate of Occupancy
Amend 2024 IBC 111.3, Temporary occupancy, by deleting and replacing with:
The Building Official is authorized to issue a Temporary Certificate of Occupancy (TCO) for residential construction, including detached one- and two-family dwellings, where the structure is safe for occupancy and no substantial hazard to life, health, or safety exists.

A Temporary Certificate of Occupancy shall only be issued when:

1. All required life-safety systems are complete and operational, including but not limited to means of egress, smoke and carbon monoxide alarms, required guards and handrails, and all utilities.
2. Any remaining work is limited to non-life-safety items, including but not limited to exterior flatwork, landscaping, or unfinished accessory spaces such as basements or bonus rooms, which shall be documented as "not inspected."
3. A bond or other financial assurance is provided when required by the Building Official for incomplete exterior improvements, including driveway approaches, where weather or other conditions prevent completion.
4. The Temporary Certificate of Occupancy shall be valid for a period not to exceed 60 days, unless extended by the Building Official for good cause.
5. Failure to complete the remaining work prior to expiration of the Temporary Certificate of Occupancy may result in revocation of occupancy approval and/or issuance of enforcement actions.

Occupancy of a structure prior to the issuance of a Certificate of Occupancy or Temporary Certificate of Occupancy is prohibited and may result in enforcement action, including issuance of a "No Occupancy" notice.

Section 113: Means of Appeals
Amend 2024 IBC 113.1, General, by deleting and replacing with:
In order to hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretation of this code, there shall be and is hereby created a Building and Fire Code Board of Appeals per Flagstaff City Code, Title 2, Boards and Commissions.

Amend 2024 IBC Sections 113.2 through 113.4, by deleting in their entirety.

Section 1505 Fire Classification
Amend 2024 IBC 1505.4, Class C roof assemblies, by deleting in its entirety.

Amend 2024 IBC 1505.5, Nonclassified roofing, by deleting in its entirety.

Section 1506 Materials
Amend 2024 IBC 1506.3, Product identification, by adding:
All roofing materials used must be a class "A" or "B" material and rolled roofing is to be of a self-adhering polymer bitumen type material.

Section 1507 Requirements for Roof Coverings
Amend 2024 IBC 1507.8, Wood shingles, by deleting in its entirety.

Amend 2024 IBC 1507.9, Wood shakes, by deleting in its entirety.

CHAPTER 16 STRUCTURAL DESIGN
Section 1607 Live Loads
Amend 2024 IBC Table 1607.1, Minimum Uniformly Distributed Live Loads and Minimum Concentrated Live Loads, by revising the following values:
Habitable attics and sleeping areas: 40 psf

Section 1608 Snow Loads
Amend 2024 IBC 1608.2, Ground snow loads, by deleting and replacing with:
The ground snow *loads* to be used in determining the design snow *loads* for roofs shall be determined in accordance with the reliability-targeted (strength based) ground snow load values in Chapter 7 of ASCE/SEI 7. Site-specific case studies shall be determined in accordance with Chapter 7 of ASCE/SEI 7 and shall be *approved* by the *building official*.

Section 1612 Flood Loads
Amend 2024 IBC 1612.3, Establishment of flood hazard areas, as follows:
Replace "[INSERT DATE OF ISSUANCE]" with "09-03-2010".

APPENDIX J GRADING
Section J104 Permit Application and Submittals
Amend Appendix J by adding Section J104.5, Stormwater requirements, as follows:
1. Contractor shall submit to the Arizona Department of Environmental Quality a Notice of Intent (NOI) and a Notice of Termination (NOT) pursuant to the requirements of ARS Title 49, Chapter 2, Article 3.1. A copy of the submitted NOI and the NOT shall be provided to the City of Flagstaff Stormwater Section. The NOI shall be submitted prior to issuance of any City of Flagstaff grading, building, or offsite permits. The NOT shall be submitted prior to final acceptance of off-site improvements and the Certificate of Occupancy.

2. An Erosion Control Plan (ECP) shall be submitted to the City of Flagstaff Stormwater Section for review and approval as required by the City of Flagstaff Stormwater Manager. The ECP shall be prepared in accordance with the Arizona Department of Transportation (ADOT) Best Management Practices (BMP) Manual (or other BMPs as may be approved by the City of Flagstaff Stormwater Manager). Submittal shall be made concurrent with its respective permit application(s) and/or attached to the Civil Construction Document Plan Set submittal. Review timeframes shall be the same as the permit or civil reviews. City of Flagstaff permits that require an ECP will not be issued without review and approval by the City of Flagstaff Stormwater Section.

3. The ECP BMPs shall be set in place by the contractor, and the work inspected and approved by the City of Flagstaff Stormwater Section prior to commencement of grading activities. The contractor shall contact the City of Flagstaff Stormwater Section for this pre-grading inspection.

4. During construction, the ECP BMPs shall remain in place, and shall be maintained until project completion as witnessed by a Final Grading Certification and the filing of a NOT. Failure to maintain ECP BMPs may result in a Stop Work Order. Permits will not be closed or finalized unless the site has been inspected and approved for final stabilization by the City of Flagstaff Stormwater Section. The contractor shall contact the City of Flagstaff Stormwater Section for this closure inspection.

5. In accordance with the provisions of this section, the City of Flagstaff may withhold permits, occupancy or enforce by other remedy in order to ensure compliance.

CHAPTER 4-03

2024 INTERNATIONAL RESIDENTIAL CODE

4-03-001-0001 AMENDMENTS, ADDITIONS, AND DELETIONS

The following provisions shall have the effect of either amending, adding to, or deleting from the 2024 International Residential Code adopted in Flagstaff City Code, Title 4, Building Regulations, Chapter 4-01, Administrative Enactments, Section 4-01-001-0002, Adoption of Model Codes.

CHAPTER 1 SCOPE AND ADMINISTRATION
Section R101: Scope and General Requirements

Amend 2024 IRC R101.1, Title, by deleting and replacing with:

These provisions shall be known as the *Residential Code* for One- and Two-family *Dwellings*, triplexes, fourplexes, and *townhouses* of the City of Flagstaff, and shall be cited as such and will be referred to herein as "this code."

Amend 2024 IRC R101.2, Scope, by deleting and replacing with:

The provisions of this code shall apply to the construction, *alteration*, movement, enlargement, replacement, *repair*, equipment, use and occupancy, location, removal and demolition of attached and detached one- and two-family *dwellings*, triplexes, fourplexes, and *townhouses* not more than three *stories above grade plane* in height with a separate means of egress and their *accessory structures* not more than three *stories above grade plane* in height.

Where a provision of this code does not specifically address a triplex or fourplex configuration, the Building Official is authorized to approve an alternative method or applicable code provision that provides an equivalent level of safety, provided such requirement does not conflict with A.R.S. § 9-462.13.

Compliance with this section shall not preclude an applicant from voluntarily electing to design and construct the building in accordance with the International Building Code where otherwise permitted.

> **Exception**: The following shall be permitted to be constructed in accordance with this code where provided with an automatic sprinkler system complying with Section P2904:
>
> 1. Live/work units located in *townhouses* and complying with the requirements of Section 508.5 of the *International Building Code*.
> 2. *Owner*-occupied *lodging houses* with five or fewer *guestrooms*.
> 3. A care facility with five or fewer *persons* receiving custodial care within a *dwelling unit*.
> 4. A care facility with five or fewer *persons* receiving medical care within a *dwelling unit*.
> 5. A day care facility for five or fewer *persons* of any age receiving care within a *dwelling unit*.

Amend 2024 IRC R101.2.1, Appendices, by adding:

The following Appendices are hereby adopted as part of the IRC:

APPENDIX BE — Radon Control Methods
APPENDIX BB — Tiny Houses

APPENDIX BI — Light Straw-Clay Construction
APPENDIX BJ — Strawbale Construction
APPENDIX NB — Solar-Ready Provisions
APPENDIX NE — Electric Vehicle Charging Infrastructure
APPENDIX NK — Electric-Ready Building Provisions
IBC APPENDIX J — Grading (as amended)

Section R103 Code Compliance Agency
Amend 2024 IRC R103.1, Creation of agency, by deleting and replacing with:
The City of Flagstaff Building Safety & Code Compliance Section is appointed as the regulating office and the official in charge thereof shall be known as the Building Official.

Section R105 Permits
Amend 2024 IRC R105.1, Required, by adding:
All manufactured housing (housing classified as modular, factory built or manufactured house) installed within the City of Flagstaff will be designed to meet Arizona Department of Housing, Office of Manufactured Housing standards. The City of Flagstaff enforces a 70 pound per square foot (psf) ground snow load for site-built construction. Arizona Department of Housing standards for snow winter areas in Arizona is not consistent with local conditions and owners should be aware of the differences.

For "used" manufactured housing or "resale"/relocated manufactured housing being brought into the City of Flagstaff, the following applies: As per direction from the Arizona Department of Housing, Office of Manufactured Housing, Arizona Revised Statutes Title 41, requires that all manufactured housing units be certified to meet the minimum standards of the United States Department of Housing and Urban Development and are to be designed in accordance with consistent Arizona Department of Housing standards for manufactured homes and related industries. An applicant requesting an installation permit and inspection will be required to provide proof to the Building Official of the current State certification or re-certification of the unit.

Amend 2024 IRC R105.5, Expiration, by deleting, replacing with new section R105.5, and adding subsections 105.5.1 through 105.5.5:
Section R105.5 Expiration.
Every residential building permit issued shall become invalid unless the work authorized by such permit is completed and a Certificate of Occupancy is issued within two (2) years from the date of permit issuance.

R105.5.1: A permit shall become invalid if the work authorized by such permit is not commenced within 180 days from the date of issuance, or if the work is suspended or abandoned for a period of 180 days after commencement.

R105.5.2: The Building Official is authorized to grant, upon written request submitted prior to permit expiration, one (1) extension of time not to exceed three hundred sixty-five (365) days, provided that:

1. The request includes documentation demonstrating justifiable cause, including but not limited to financial hardship, weather delays, or material delivery issues; and
2. Payment of a fee equal to one-half (½) of the original building permit fee, excluding plan review fees, is received.

R105.5.3: Under no circumstances shall a permit remain valid for more than three (3) years from the date of issuance.

105.5.4: Failure to obtain a Certificate of Occupancy within the maximum time allowed shall result in the permit expiring. In such cases, the Building Official may record a notice with the Coconino County Recorder's Office identifying the property as having incomplete construction or lacking a final inspection or Certificate of Occupancy.

105.5.5: All residential Over the Counter Permits for plumbing, mechanical, electrical, and re-roofing shall be valid for a maximum period of 180 days.

Section R106 Construction Documents
Amend 2024 IRC R106.1, Submittal documents, by adding:
Residential, single family detached, structures are exempt from the requirements for a Registered Design Professional under Arizona Revised Statutes unless circumstances dictate the necessity for professional design submittal. Duplexes and triplex units which do not exceed 3,000 square feet, two stories or a total occupant load of twenty (20), may also be designed by a non-registrant as long as the units have only one owner.

Sub-assemblies, such as commercially manufactured roof trusses or floor beams that indicate all imposed loading may be submitted without the seal of an Arizona Registered Design Professional. If a Registered Design Professional has sealed the construction documents, the Registered Design Professional shall state they have reviewed and approved of the design either on the construction documents or by providing a written letter stating as such, signed, sealed, and dated.

Construction documents for retaining walls subject to surcharge loads from adjacent structural elements or other unbalanced loading that exceeds four (4) feet in height, shall be prepared by an Arizona Registered Design Professional.

Amend 2024 IRC R106.1 Submittal documents, by adding subsection R106.1.6, Model plans:
R106.1.5 Model plans. An applicant may submit a model plan, which is a residential construction plan used two or more times. If approved, only modifications not shown on the model plan must be submitted for review. All modifications shall be clearly identified by clouded symbols, deltas, or other appropriate means. The review fee for modifications only will be hourly in accordance with the City Fee Schedule. If, in Building Official's judgement, the modifications are excessive or inadequately defined, the full plan review fee will be charged.

Section R108 Fees
Amend 2024 IRC R108.2, Schedule of permit fees, by adding:
The current schedule of permit fees is on file in the Office of Building Safety and available on the City of Flagstaff website (www.flagstaff.az.gov).

Amend 2024 IRC 108.4, Related fees, by adding:
Re-inspection fees may be assessed for each inspection or re-inspection when the portion of work for which the inspection was scheduled is not complete or when corrections from a previous inspection are not made. Other events which may require the imposition of a re-inspection fee are:

1. Failure to have the inspection record on the job site when the inspector arrives.
2. The approved plans are not on the job site at the time of inspection.
3. Failure to provide access to the job site or area to be reviewed by the inspector.

Appeals for such fees are made to the Building Official. A $94.00 re-inspection fee shall be paid through the Building Permit Portal before a re-inspection may be scheduled, after the inspector has issued notice that such fee will be assessed.

Amend 2024 IRC R108.5, Refunds, by adding:
A refund of up to 80 percent of the building permit fee, excluding plan review fees, may be authorized by the Building Official, provided that no work has commenced and no inspections have been performed. Plan review fees shall not be refundable.

The Building Official is authorized to determine the amount of any refund based on the extent of administrative processing and work completed. No refund shall be issued for any required deposit once administrative routing or plan review has commenced.

Amend 2024 IRC R108.6, Work commencing before permit issuance, by adding:
Any person who commences any work on a building, structure, electrical, gas, mechanical, or plumbing system before obtaining the necessary permits shall be subject to an investigation fee of $94.00 or twice the permit fee, whichever is greater.

Amend 2024 IRC R109, Inspections, by adding the following subsections:
R109.1.1.1: **Damp-proofing and waterproofing:** Damp-proofing and waterproofing and foundation drainage as required in Chapter 4 shall be inspected prior to covering.

R109.1.1.2: **Utility service provisions**: Underground utility service provisions for water, building sewer, and electricity shall be inspected prior to covering.

R109.1.4.1: **Roofing underlayment:** Roofing underlayment shall be inspected prior to installation of roof covering materials as required in Chapter 9 of this code.

R109.1.4.2: **Weather resistive barrier and window flashing:** Weather resistive barrier and window flashing shall be inspected prior to installation of exterior wall coverings as required in Chapter 7 of this code.

R109.1.4.3: **Energy efficiency inspections:** Inspections shall be made to determine compliance with Chapter 13 and shall include, but not be limited to, inspections for: envelope insulation R- and U-values, fenestration U-value, duct system R-value, and HVAC and water-heating equipment efficiency.

Section R112 Means of Appeals
Amend 2024 IRC 112.1, General, by deleting and replacing with:
In order to hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretation of this code, there shall be and is hereby created a Building and Fire Code Board of Appeals per Flagstaff City Code, Title 2, Boards and Commissions.

Amend 2024 IRC Sections 112.2 through 112.4, by deleting in their entirety.

CHAPTER 2 DEFINITIONS
Section R202 Definitions
Amend 2024 IRC Section R202 by adding:
ACCESSORY DWELLING UNIT**.** Accessory dwelling units (ADU) are defined by the Flagstaff City Code, Title 10 - Flagstaff Zoning Code.

ACCESSORY ENERGY SYSTEM. An accessory energy system will include wind turbines, PV solar, thermal solar, geothermal, biomass and other technologies that provide heating, cooling or electrical energy. The systems will be subject to a building permit and limited by zoning ordinances for visual, design, height and setback requirements.

CHAPTER 3 BUILDING PLANNING
Section R301 Design Criteria
Amend 2024 IRC Table R301.2, Climatic and Geographic Design Criteria, as follows:
Ground snow load: 70 psf
Wind design – Speed (mph): 115mph (Vult) Exposure B
Wind design - Topographic Effects: NO
Wind design – Special wind region: NO
Wind design – Windborne debris zone: NO
Seismic design category: C
Subject to damage from – Weathering: Moderate
Subject to damage from – Frost line depth: 30 inches
Subject to damage from - Termite: Slight to moderate
Winter design temperature: 4 degrees F
Ice barrier underlayment required: YES
Flood hazards: a)12-16-1975, b)01-19-1983, c)09-03-2010*
Mean annual temperature: 45 degrees F

Residential heating and cooling equipment sizing using Manual J is optional per 2024 IRC M1401.3. When opting to use ACCA Manual J for HVAC system design, the criteria shall be from ACCA Manual J, Table 1A for Arizona, Flagstaff AP.
*The flood hazard dates reflect the current National Flood Insurance Program and the date of the currently effective "FIRM" Map (used by the City of Flagstaff). These maps are updated by the issuing agency and adopted by Storm Water Management without notice.

Amend 2024 IRC R301.2.3, Snow Loads, by deleting and replacing with:
Ground snow loads shall be 70psf or shall be determined in accordance in with Section 1608 of the *International Building Code*. Wood-framed construction, cold-formed, steel-framed construction and masonry and concrete construction, and *structural insulated panel* construction in regions with allowable stress design ground snow loads, $p_{g(asd)}$, 70 pounds per square foot (3.35 kPa) or less, shall be in accordance with Chapters 5, 6 and 8. *Buildings* in regions with allowable stress design ground snow loads, $p_{g(asd)}$, greater than 70 pounds per square foot (3.35 kPa) shall be designed in accordance with accepted engineering practice.

Amend 2024 IRC Table R301.5, Minimum Uniformly Distributed Live Loads, by revising the following values:
Residential - Habitable attics and sleeping areas: 40 psf

Section R302 Fire-Resistant Construction
Amend 2024 IRC R302.13, Fire protection of floors, by adding the following to Exceptions:
6. Floor assemblies located directly over crawl spaces with fuel-fired or electric-powered heating appliances where the maximum distance from crawl space floor to finish floor above does not exceed four (4) feet at any point.

Section R309 Automatic Fire Sprinkler Systems

Amend 2024 IRC R309.2, One- and two-family dwellings automatic fire sprinkler systems, by deleting and replacing with:
An automatic residential fire sprinkler system may be installed in one- and two-family dwellings. Arizona Revised Statutes prohibits jurisdictions from adopting any ordinance that mandates fire sprinklers in newly constructed one- and two-family dwellings.

Section R317 Garages and Carports
Amend 2024 IRC R317.5, Fire sprinklers, by deleting in its entirety.

Section R325 Light, Ventilation and Heating
Amend 2024 IRC R325.3, Mechanical ventilation, by deleting and replacing with:
Where the air infiltration rate of a *dwelling unit* is 5 air changes per hour or less where tested with a blower door at a pressure of 0.2 inch wg (50 Pa) in accordance with Section N1102.4.1.2, the *dwelling unit* may be provided with whole-house mechanical ventilation in accordance with Section M1505.4.

CHAPTER 4 FOUNDATIONS
Section R401 General
Amend 2024 IRC R401.4.1, Geotechnical evaluation, by deleting and replacing with:
Construction in all new residential subdivisions require a geotechnical evaluation with foundation design recommendations. In established areas of the City of Flagstaff, "in-fill" lots or vacant lots in subdivisions established prior to 1996, the designer may use a load-bearing pressure of 1500 pounds per square foot (psf) in lieu of a geotechnical evaluation. Upon site excavation of foundation, where the Building Official determines that in-place soils with an allowable bearing capacity of less than 1500 pounds per square foot (psf) are likely to be present at the site, then allowable bearing capacity shall be determined by a geotechnical evaluation at the expense of the permit applicant.

Section R403 Footings
Amend 2024 IRC R403.1, General, by adding:
All footings located less than eighteen (18) inches below existing grade to be air entrained, 3,500 psi concrete (severe weather), and pinned to rock at intervals specified for foundation wall vertical reinforcements or as specified by the Arizona Registered Design Professional of Record.

CHAPTER 5 FLOORS
Section R502 Wood Floor Framing
Amend 2024 IRC R502.3, Allowable joist spans, by adding:
The Western Lumber Span Tables for Floor and Ceiling Joists and Roof Rafters is adopted as a secondary reference to Tables R502.3.1(1) and R502.3.1(2)

Amend 2024 IRC R502.3.1, Sleeping areas and attic joists, by deleting and replacing with:
Table R502.3.1(1) shall be used to determine the maximum allowable span of floor joists that support sleeping areas and *attics* that are accessed by means of a fixed stairway in accordance with Section R318.7 provided that the design live load does not exceed 40 pounds per square foot (1.44 kPa) and the design dead load does not exceed 20 pounds per square foot (0.96 kPa). The allowable span of ceiling joists that support attics used for limited storage or no storage shall be determined in accordance with Section R802.5.

Section R507 Exterior Decks
Amend 2024 IRC R507.5, Deck beams, by adding:
The Western Lumber Span Tables for Floor and Ceiling Joists and Roof Rafters is adopted as a secondary reference to Tables R507.5(4).

Amend 2024 IRC R507.6, Deck joists, by adding:

The Western Lumber Span Tables for Floor and Ceiling Joists and Roof Rafters is adopted as a secondary reference to Table R507.6.

Amend 2024 IRC R507.9.2, Lateral connection, by adding:
Exception: Attached first floor decks that do not exceed 30 inches above grade at any point.

CHAPTER 7 WALL COVERING
Section R702 Interior Covering
Amend 2024 IRC R702.7, Vapor retarders, by deleting the following:
The requirement for Class I or Class II vapor retarders on the interior side of frame walls in Climate Zones 5, 6, 7, 8, and Marine 4. The use of vapor retarders shall be permitted but not required.

CHAPTER 8 ROOF-CEILING CONSTRUCTION
Section R802 Wood Roof Framing
Amend 2024 IRC R802.4.1, Rafter size, by adding:
The Western Lumber Span Tables for Floor and Ceiling Joists and Roof Rafters is adopted as a secondary reference to Tables R802.4.1(1) through R802.4.1(8).

CHAPTER 9 ROOF ASSEMBLIES
Section R904 Materials
Amend 2024 IRC R904.3, Material specifications and physical characteristics, by adding:
All roofing materials used shall be Class "A" or "B" and rolled roofing shall be a Class A or B material and shall be a self-adhering, polymer modified bitumen material.

Section R905 Requirements for Roof Coverings
Amend 2024 IRC R905.7, Wood shingles, by deleting in its entirety.

Amend 2024 IRC R905.8, Wood shakes, by deleting in its entirety.

CHAPTER 11 ENERGY EFFICIENCY
Section N1102 (R402) Building Thermal Envelope
Amend 2024 IRC N1102.1.2 (R402.1.2), Maximum Assembly U-Factors and Fenestration Requirements, by revising/adding the following to Table N1102.1.2 (R402.1.2) as follows:
Climate Zone 5, Wood frame wall R-value, shall be 15 high density in existing 2x4 framed walls in remodel work only.
Footnote b, add Exception: Windows used for the installation of glazing for an approved passive solar design.

Amend 2024 IRC table N1102.1.3 (R402.1.3), Insulation Minimum R-Values and Fenestration Requirements by Component, column 5 and 4 Marine, row Wood-Framed Wall R-Value by revising as follows:
21, or 13+5ci, or 0+15 ci

Section N1104 (R404) Electric Power, Lighting and Renewable Energy Systems
Amend 2024 IRC N1104 (R404), Electrical Power, Lighting, and Renewable Energy Systems, by deleting Sections N1104.2 (R404.2) through N1104.3.1 (R404.3.1) in their entirety.

CHAPTER 20 BOILERS AND WATER HEATERS
Section M2005 Water Heaters

Amend 2024 IRC M2005.1, General, by adding:
Water heaters shall be capable of being removed without first removing a permanent portion of the building structure or any other appliance.

CHAPTER 24 FUEL GAS
Amend 2024 IRC, section G2415.3, Prohibited locations, by adding: Piping shall not be installed to a structure that is not attached to a permanent foundation.

Section G2415.12 Minimum Burial Depth
Amend 2024 G2415.12, Minimum burial depth, by deleting and replacing with:
Underground piping systems shall be installed a minimum depth of 18 inches below grade, except as provided for in Section G2415.12.1.

Section G2445 Unvented Room Heaters
Amend 2024 IRC Section G2445, Unvented Room Heaters, by deleting in its entirety.

CHAPTER 26 GENERAL PLUMBING REQUIREMENTS
Section P2601 General
Amend 2024 IRC Section P2601, General, by adding subsection P2601.4, Prohibited Locations, as follows:
P2601.4: Prohibited locations.
Water and waste plumbing systems shall not be installed to a structure that is not attached to a permanent foundation.

Section P2602 Individual Water Supply and Sewage Disposal
Amend 2024 IRC P2602.1, General, by adding:
Building sanitary drainage piping and systems that connect to private sewage disposal systems shall be approved by Coconino County Environmental Quality prior to installation.

Section P2603 Structural and Piping Protection
Amend 2024 IRC P2603.5.1, Sewer depth, by deleting and replacing with:
Building sewers that connect to private sewage disposal systems shall be approved by Coconino County Environmental Quality. *Building sewers* that connect to the City of Flagstaff's sewage disposal system shall be not less than twelve (12) inches below grade.

CHAPTER 29 WATER SUPPLY AND DISTRIBUTION
Section P2903 Water Supply System
Amend 2024 IRC Table P2903.2, Maximum Flow Rates and Consumption for Plumbing Fixtures and Fixture Fittings, by revising and adding as follows:

PLUMBING FIXTURE OR FIXTURE FITTING	MAXIMUM FLOW RATE OR QUANTITY
Lavatory faucet	1.5 gpm at 60 psi and WaterSense labeled
Showerhead[a]	1.8 gpm at 80 psi and WaterSense labeled
Sink faucet	2.2 gpm at 60 psi and WaterSense labeled

Water closet	1.28 gallons per flushing cycle and WaterSense labeled and has a Maximum Performance (MaP) rating score of at least 600 grams per flush. Dual-flush water closets: The effective flush volume shall not exceed 1.28 gallons (4.8 liters). The effective flush volume is the average flush volume of two reduced flushes and one full flush. Flush volumes shall be tested in accordance with ASME A112.19.2/CSA B45.1 and ASME A112.19.14.

CHAPTER 31 VENTS
Section P3103 Vent Terminals
Amend 2024 IRC P3103.1.1, Roof extension, as follows:
Replace "6" with "twelve (12)" and delete "or 6 inches (mm) above the anticipated snow accumulation, whichever is greater".

CHAPTER 39 POWER AND LIGHTING DISTRIBUTION
Section E3901 Receptacle Outlets
Amend 2024 IRC E3901.4.2, Island and peninsular countertops and work surfaces, by deleting and replacing with:
At least one receptacle outlet shall be installed at each island countertop space with a long dimension of 24 inches (610 mm) or greater and a short dimension of 12 inches (305 mm) or greater. [210.52(C)(2)]. Not less than one receptacle outlet shall be installed at each peninsular countertop long dimension space having a long dimension of 24 inches (610 mm) or greater and a short dimension of 12 inches (305 mm) or greater. A peninsular countertop is measured from the connected perpendicular wall. [210.52(C)(3)].

Amend 2024 IRC E3902.5, Basement receptacles, by deleting in its entirety.

APPENDIX BE – RADON CONTROL METHODS
Section BE101 General
Amend 2024 IRC Section BE101.1, General, by deleting (including Figure BE101.1 and Table BE101.1) and replacing with the following:
Radon-resistant construction in accordance with this appendix shall be required for all new construction.

APPENDIX NB (RB)– SOLAR-READY PROVISIONS – DETACHED ONE- AND TWO-FAMILY DWELLINGS AND TOWNHOUSES

Amend the title of 2024 IRC Appendix NB (RB) to read as follows:
Solar-Ready Provisions – Attached and Detached One- and Two-Family Dwellings, Triplexes, Fourplexes, and Townhouses.

Section NB103 (RB103)
Amend 2024 IRC NB103.1 (RB103.1), General, by deleting and replacing with the following:
New attached and detached one- and two-family *dwellings*, triplexes, fourplexes, and *townhouses* with not less than 600 square feet (55.74 m^2) of roof area oriented between 110 degrees and 270 degrees of true north, shall comply with Sections NB103.2 through NB103.10.

Exceptions:

1. New residential buildings with a permanently installed *on-site renewable energy* system.
2. A *building* where all areas of the roof that would otherwise meet the requirements of Section NB103 are in full or partial shade for more than 70 percent of daylight hours annually.

Amend 2024 IRC NB103.6 (RB103.6), Capped roof penetration sleeve, by deleting in its entirety.

APPENDIX NE (RE) – ELECTRIC VEHICLE CHARGING INFRASTRUCTURE
Section NE101(RE101)
Amend 2024 IRC Section NE101.1 (RE101.1), Definitions, by deleting and replacing the definition of "Electric Vehicle Supply Equipment (EVSE)" with the following:
Electric Vehicle Supply Equipment (EVSE).
Equipment for plug-in power transfer, including ungrounded, grounded and equipment grounding conductors; electric vehicle connectors; attached plugs; any personal protection system; and all other fittings, devices, power outlets or apparatus installed specifically for the purpose of transferring energy between the premises wiring and the *electric vehicle*. There are three types of EVSE, categorized by voltage and charging speed: Level 1, Level 2, and Direct Current Fast Charging (DCFC).

Amend 2024 IRC Section NE101.2 (RE101.2), Electric vehicle power transfer infrastructure, as follows:
Change "NE101.2.5" to "NE101.2.6".

Amend 2024 IRC Section NE101.2 (RE101.2), Electric vehicle power transfer infrastructure, by adding:
Exceptions:
New detached garages or carports where electricity is not provided shall not be required to provide EV charging infrastructure.

Amend 2024 IRC Section NE101.2.1 (RE101.2.1), Quantity, by deleting and replacing with the following:
New one- and two-family dwellings, triplexes, fourplexes, and townhouses with a designated attached or detached garage or other on-site private parking provided adjacent to the *dwelling unit* shall be provided with one *EV ready space* or *Level 2 EVSE space* per *dwelling unit*. Two-family dwellings, triplexes, and fourplexes that include units without a designated attached or detached garage shall be permitted to provide one *EV ready space* or *Level 2 EVSE space* for use by all dwelling units without a designated garage. It shall be located in a common-use area and be accessible to all occupants.

Amend 2024 IRC Section NE101.2.3 (RE101.2.3), EV ready spaces, by deleting and replacing with the following:
Each branch circuit serving an EV ready space shall comply with all of the following:

1. Be a 208/240-volt, 50-ampere branch circuit.
2. Terminate in a NEMA 14-50R receptacle outlet located within 6 feet (1828 mm) of each EV ready space it serves and marked "For electric vehicle supply equipment (EVSE)."
3. Be designated on the panelboard or other electrical distribution equipment directory as "For electric vehicle supply equipment (EVSE)."
4. Be installed in compliance with the currently adopted International Residential Code and National Electrical Code.

Amend 2024 IRC Section NE101.2.4 (RE101.2.4), EVSE spaces, by deleting and replacing with the following:

An installed *Level 2 EVSE* with multiple output connections shall be permitted to serve multiple *Level 2 EVSE spaces*. Each *Level 2 EVSE* serving either a single *Level 2 EVSE space* or multiple *Level 2 EVSE spaces* shall comply with all of the following:

1. Be served by an electrical distribution system in accordance with Section NE101.2.5.
2. Have a nameplate charging capacity of not less than 8.3 kVA (or 50A at 208/240V) per *Level 2 EVSE space* served. Where a *Level 2 EVSE* serves three or more *Level 2 EVSE spaces* and is controlled by an energy management system in accordance with Section RE101.2.5, the nameplate charging capacity shall be not less than 2.1 kVA per *Level 2 EVSE space* served.
3. Be located within 6 feet (1828 mm) of each *Level 2 EVSE space* it serves.
4. Be installed in accordance with NFPA 70 and be *listed* and *labeled* in accordance with UL 2202 or UL 2594.

Amend 2024 IRC Section NE101.2.5 (RE101.2.5), Electrical distribution system capacity, by deleting and replacing with the following:

The branch circuits and electrical distribution system serving each *EV capable space*, *EV ready space* and *Level 2 EVSE space* used to comply with Section NE101.2.1 (RE101.2.1) shall comply with all of the following:

1. Sized for a calculated *EV* charging load of not less than 8.3 kVA per *Level 2 EVSE*, *EV ready* or *EV capable space*. Where a circuit is shared or managed, it shall be in accordance with NFPA 70.
2. The capacity of the electrical distribution system and each branch circuit serving multiple *Level 2 EVSE spaces*, *EV ready spaces* or *EV capable spaces* designed to be controlled by an energy management system in accordance with NFPA 70 shall be sized for a calculated *EV* charging load of not less than 2.1 kVA per space. Where an energy management system is used to control *EV* charging loads for the purposes of this section, it shall not be configured to turn off electrical power to *Level 2 EVSE* or *EV ready spaces* used to comply with Section NE101.2.1 (RE101.2.1).

Amend 2024 IRC Section NE101.2: (RE101.2), Electric vehicle power transfer infrastructure, by adding subsection NE101.2.6 (RE101.2.6), Construction documents, as follows:

NE101.2.6: (RE101.2.6) Construction documents.

Construction documents shall designate all *EVSE spaces, EV ready spaces,* and *EV capable spaces,* and indicate the locations of raceway and/or conduit and termination points serving them. The circuits or spaces reserved for *EVSE spaces, EV ready spaces,* and *EV capable spaces* shall be clearly identified in the panel or subpanel directory. The raceway and/or conduit for *EV capable spaces* and *EV ready spaces* shall be clearly identified at both the panel or subpanel, and the termination point at the parking space.

APPENDIX NK (RK) –
ELECTRIC READY RESIDENTIAL PROVISIONS
Section NK101 (RK101)
Amend 2024 IRC Section NK101.1 (RK101.1), Electric readiness, by adding:

Exception:

1. New one- and two-family dwellings, triplexes, fourplexes, and townhouses can request an exception to the requirements in this appendix from the Building Official if electrical load calculations indicate a 400-amp electric service panel is required to meet the minimum requirements of the 2024 International Residential Code. Exceptions will be granted at the discretion of the Building Official.

Amend 2024 IRC Section NK101.1.1 (RK101.1.1), Cooking appliances, by deleting and replacing with the following:

A dedicated branch circuit outlet with a rating not less than 240 volts and not less than 50 amperes shall be installed and terminate within 3 feet (914 mm) of conventional cooking tops, conventional ovens or cooking appliances combining both.

Exception: Cooking appliances not installed in an individual *dwelling unit*.

CHAPTER 4-04

2024 INTERNATIONAL EXISTING BUILDING CODE

4-04-001-0001 AMENDMENTS, ADDITIONS, AND DELETIONS
The following provisions shall have the effect of either amending, adding to, or deleting from the 2024 International Existing Building Code adopted in Flagstaff City Code, Title 4, Building Regulations, Chapter 4-01, Administrative Enactments, Section 4-01-001-0002, Adoption of Model Codes.

CHAPTER 1 SCOPE AND ADMINISTRATION
Section 105 Permits
Amend 2024 IEBC 105.1, Required, by adding:
Refer to the 2024 Amendments to Flagstaff City Code, Title 4, Building Regulations to the 2024 International Building Code (IBC) and 2024 International Residential Code (IRC) for building permit requirements.

Amend 2024 IEBC 105.5, Expiration, by deleting and replacing with:
Refer to the 2024 Amendments to Flagstaff City Code, Title 4, Building Regulations to the 2024 International Building Code (IBC) and 2024 International Residential Code (IRC) for the duration of building permits.

Section 112 Means of Appeals
Amend 2024 IEBC 112.1, General, by deleting and replacing with:
In order to hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretation of this code, there shall be and is hereby created a Building and Fire Code Board of Appeals per Flagstaff City Code, Title 2, Boards and Commissions.

Amend 2024 IEBC Sections 112.2 through 112.4, by deleting in their entirety.

CHAPTER 4 REPAIRS
Section 408 Plumbing
Amend 2024 IEBC 408.2, Water closet replacement, by deleting and replacing with:
The maximum water consumption flow rates and quantities for all replaced water closets shall be 1.28 gallons (4.84 liters) per flushing cycle or lower.

Dual-flush water closets: The effective flush volume for dual-flush toilets shall not exceed 1.28 gallons (4.84 liters). The effective flush volume is the average flush volume of two reduced flushes and one full flush. Flush volumes shall be tested in accordance with ASME A112.19.2/CSA B45.1 and ASME A112.19.14.

CHAPTER 12 HISTORIC BUILDINGS
Section 1201 General
Amend 2024 IEBC 1201.2, Report, by adding subsection 1201.2.1, Heritage Preservation Commission:
1201.2.1: Heritage Preservation Commission. Any exterior changes to a structure over 50 years old at the time of application shall be reviewed by the Heritage Preservation Officer and Current Planning Section, Planning & Development Services Division, prior to issuing a building permit. The project may be referred to the City's Inter-Division Staff (IDS) committee and/or the Heritage Preservation Commission for review. Heritage Preservation review will be conducted pursuant to Flagstaff Zoning Code Division 10-30.30: Heritage Preservation.

CHAPTER 4-05
2024 INTERNATIONAL MECHANICAL CODE

4-05-001-0001 AMENDMENTS, ADDITIONS, AND DELETIONS
The following provisions shall have the effect of either amending, adding to, or deleting from the 2024 International Mechanical Code (IMC) adopted in Flagstaff City Code, Title 4, Building Regulations, Chapter 4-01, Administrative Enactments, Section 4-01-001-0002, Adoption of Model Codes.

CHAPTER 1 SCOPE AND ADMINISTRATION
Section 108 Fees
Amend 2024 IMC 108.6, Refunds, by deleting and replacing with:
Refunds shall be in accordance with 2024 IBC 109.6, as adopted and amended by the City of Flagstaff.

Section 112 Means of Appeal
Amend 2024 IMC 112.1, General, by deleting and replacing with:
In order to hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretation of this code, there shall be and is hereby created a Building and Fire Code Board of Appeals per Flagstaff City Code, Title 2, Boards and Commissions.

Amend 2024 IMC Sections 112.2 through 113.1, by deleting in their entirety.

Section 114 Violations
Amend 2024 IMC 114.4, Violation penalties, by deleting and replacing with:
Violation penalties shall be in accordance with Flagstaff City Code Section 4-01-001-004, Violation and Penalties.

Amend 2024 IMC 115, Stop work orders, by deleting and replacing with:
Stop work orders shall be in accordance with 2024 IBC Section 115, as adopted and amended by the City of Flagstaff.

CHAPTER 3 GENERAL REGULATIONS
Section 304 Installation
Amend 2024 IMC 304.2, Conflicts, by deleting and replacing with:
Where conflicts occur between the provisions of this code and the conditions of the listing or the manufacturer's installation instructions, the listing and manufacturer's installation instructions shall govern.

CHAPTER 4 VENTILATION
Amend 2024 IMC Chapter 4, Ventilation, by adding Section 408, Cannabis Related Occupancies, as follows:
408.1 General.
Any building used to cultivate, produce, infuse, or dispense cannabis shall be designed such that there shall be no emission of dust, fumes, vapors, or odors into the environment from the premises. A ventilation system shall be designed to prevent the distribution of odors to other occupied parts of the building or adjacent properties. Design of the odor control system shall be based on accepted engineering practices. All equipment and filter media shall be listed and labeled for the application. Exhaust systems used in odor control systems shall meet the requirements of Section 501. 408.1.1 Exhaust outlets. The termination point for exhaust outlets shall be in 65 accordance with Section 501.3. Exhaust from cultivation and production facilities shall be in accordance with Section 501.3.1(2) and for dispensaries in accordance with Section 501.3.1(3).

CHAPTER 5 EXHAUST SYSTEMS

Section 511, Sub-slab Soil Exhaust Systems

Amend 2024 IMC 511.1, General, by deleting and replacing with:

Sub-slab soil exhaust systems shall be required for all new construction within the jurisdiction where buildings are constructed in contact with the ground. Where a sub-slab soil exhaust system is provided, the system shall comply with the requirements of this section.

CHAPTER 9 SPECIFIC APPLIANCES, FIREPLACES AND SOLID FUEL-BURNING EQUIPMENT

Section 903 Factory-Built Fireplaces

Amend 2024 IMC 903.3, Unvented gas log heaters, by deleting and replacing with:

An unvented gas log heater shall not be installed at any time unless first approved by the local gas utility company. A signed and dated letter of such approval shall be submitted to the Building Official before a permit can be issued.

CHAPTER 10 BOILERS, WATER HEATERS AND PRESSURE VESSELS

Section 1002 Water Heaters

Amend 2024 IMC 1002.1, General, by revising the second sentence to read:

Water heaters shall be capable of being removed without first removing a permanent portion of the building structure or any other appliance.

CHAPTER 4-06
2024 INTERNATIONAL PLUMBING CODE

4-06-001-0001 AMENDMENTS, ADDITIONS, AND DELETIONS
The following provisions shall have the effect of either amending, adding to, or deleting from the 2024 International Plumbing Code (IPC) adopted in Flagstaff City Code, Title 4, Building Regulations, Chapter 4-01, Administrative Enactments, Section 4-01-001-0002, Adoption of Model Codes.

CHAPTER 1 SCOPE AND ADMINISTRATION
Section 108 Fees
Amend 2024 IPC 108.2, Schedule of permit fees, by deleting and replacing with:
The fees for all plumbing work shall be in accordance with 2024 IBC 109.2, as adopted and amended by the City of Flagstaff.

Amend 2024 IPC 108.6, Fee refunds, by deleting and replacing with:
Refunds shall be in accordance with 2024 IBC 109.6, as adopted and amended by the City of Flagstaff.

Section 112 Means of Appeal
Amend 2024 IPC 112.1, General, by deleting and replacing with:
In order to hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretation of this code, there shall be and is hereby created a Building and Fire Code Board of Appeals per Flagstaff City Code, Title 2, Boards and Commissions.

Amend 2024 IPC Sections 112.2 through 113.1, by deleting in their entirety.

Section 114 Violations
Amend 2024 IPC 114.4, Violation penalties, by deleting and replacing with:
Violation penalties shall be in accordance with Flagstaff City Code Section 4-01-001-004, Violation and Penalties.

CHAPTER 3 GENERAL REGULATIONS
Section 301 General
Amend 2024 IPC 301.6, Prohibited locations, by adding:
Water and waste plumbing systems shall not be installed to a structure that is not attached to a permanent foundation.

Amend 2024 IPC 301.7, Conflicts, by deleting and replacing with:
Where conflicts between this Code and the conditions of the listing or the manufacturer's installation instructions occur, the listing or manufacturer's installation requirements shall apply.

Section 305 Protection of Pipes and Plumbing System Components
Amend 2024 IPC 305.4, Freezing, by revising the last sentence to read:
Exterior water supply piping shall be installed not less than thirty (30) inches below grade.

Amend 2024 IPC 305.4.1, Sewer depth, by deleting and replacing with:
Building sewers that connect to private sewage disposal systems shall be approved by Coconino County Environmental Quality prior to installation. Building sewers that connect to City-provided sewer shall be a minimum of twelve (12) inches below grade.

Section 312 Tests and Inspections
Amend 2024 IPC 312.1, Required tests, by replacing the fourth sentence with:

All plumbing system piping shall be tested with either water or air.

Amend 2024 IPC 312.3, Drainage and vent air test, by deleting the first sentence.

Amend 2024 IPC 312.5, Drainage and vent final test, by deleting in its entirety.

Amend 2024 IPC 312.7, Gravity sewer test, by deleting in its entirety.

CHAPTER 6 WATER SUPPLY AND DISTRIBUTION
Section 604 Design of Building Water Distribution System
Amend 2024 IPC Table 604.4, Maximum flow rates and consumption for plumbing fixtures and fixture fittings, by revising the following values:

PLUMBING FIXTURE OR FIXTURE FITTING	MAXIMUM FLOW RATE OR QUANTITY[b]
Lavatory faucet, private	1.5 gpm at 60 psi and WaterSense labeled
Lavatory faucet, public (metering)	0.25 gallon per metering cycle and WaterSense labeled
Lavatory faucet, public (other than metering)	0.5 gpm at 60 psi and WaterSense labeled
Showerhead[a, c]	1.8 gpm at 80 psi and WaterSense labeled
Sink faucet	2.2 gpm at 60 psi and WaterSense labeled
Urinal	0.125 gallons (1 pint) per flushing cycle and WaterSense labeled
Water closet	1.28 gallons per flushing cycle and WaterSense labeled and has a Maximum Performance (MaP) rating score of at least 600 grams per flush. Dual-flush water closets: The effective flush volume for dual-flush toilets shall not exceed 1.28 gallons (4.84 liters). The effective flush volume is the average flush volume of two reduced flushes and one full flush. Flush volumes shall be tested in accordance with ASME A112.19.2/CSA B45.1 and ASME A112.19.14.

For SI: 1 gallon = 3.785 L, 1 gallon per minute = 3.785 L/m, 1 pound per square inch = 6.895 kPa.

a. A hand-held shower spray is a shower head.
b. Consumption tolerances shall be determined from referenced standards.
c. Shower heads shall comply with all requirements for high-efficiency showerheads in ASME A112.18.1-2020/CSA B125.1.

CHAPTER 7 SANITARY DRAINAGE
Section 703 Building Sewer
Amend 2024 IPC 703, Building sewer, by adding section 703.7, Building sewer locating means:

703.7 Building Sewer Locating Means. All non-metallic building sewer piping shall be installed with a plastic covered No. 12 AWG Type UF 600V tracer wire taped to the top of the piping with a minimum 10 mil tape. The building sewer tracer wire shall be green in color.

CHAPTER 9 VENTS
Section 903 Vent Terminals
Amend 2024 IPC 903.1.1, Roof extension unprotected, as follows:
Replace “[NUMBER]” with “twelve (12)” and replace “(mm)” with “(304.8 mm)”.

CHAPTER 4-07
2024 INTERNATIONAL FUEL GAS CODE

4-07-001-0001 AMENDMENTS, ADDITIONS, AND DELETIONS
The following provisions shall have the effect of either amending, adding to, or deleting from the 2024 International Fuel Gas Code (IFGC) adopted in Flagstaff City Code, Title 4, Building Regulations, Chapter 4-01, Administrative Enactments, Section 4-01-001-0002, Adoption of Model Codes.

CHAPTER 1 SCOPE AND APPLICATION
Section 108 Fees
Amend 2024 IFGC 108.6, Refunds, by deleting and replacing with:
Refunds shall be in accordance with 2024 IBC 109.6, as adopted and amended by the City of Flagstaff.

Section 112 Means of Appeals
Amend 2024 IFGC 112.1, General, by deleting and replacing with:
In order to hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretation of this code, there shall be and is hereby created a Building and Fire Code Board of Appeals per Flagstaff City Code, Title 2, Boards and Commissions.

Amend 2024 IFGC Sections 112.2 through 112.4, by deleting in their entirety.

Section 113 Violations
Amend 2024 IFGC 113.4, Violation penalties, by deleting and replacing with:
Violation penalties shall be in accordance with Flagstaff City Code Section 4-01-001-004, Violation and Penalties.

CHAPTER 3 GENERAL REGULATIONS
Section 303 Appliance Location
Amend 2024 IFGC 303.3, Prohibited locations, by deleting numbers 3 and 4.

CHAPTER 4 GAS PIPING INSTALLATIONS
Section 403 Piping Materials
Amend 2024 IFGC 403.3.3, Copper and copper alloy, by deleting and replacing with:
Copper and brass, threaded copper, brass, and aluminum piping shall not be used for gas piping installations within the City of Flagstaff.

Section 404 Piping System Installation
Amend 2024 IFGC 404.3, Prohibited locations, by adding:
Piping shall not be installed to a structure that is not attached to a permanent foundation.

Amend 2024 IFGC 404.12, Minimum burial depth, by deleting and replacing with:
Underground piping systems shall be installed a minimum depth of 18 inches below grade, except as provided for in Section 404.12.1.

CHAPTER 6 SPECIFIC APPLIANCES
Section 621 Unvented Room Heaters
Amend 2024 IFGC Section 621, Unvented Room Heaters, by deleting in its entirety.

CHAPTER 4-08
2024 INTERNATIONAL ENERGY CONSERVATION CODE

4-08-001-0001 AMENDMENTS, ADDITIONS, AND DELETIONS
The following provisions shall have the effect of either amending, adding to, or deleting from the 2024 International Energy Conservation Code (IECC) adopted in Flagstaff City Code, Title 4, Building Regulations, Chapter 4-01, Administrative Enactments, Section 4-01-001-0002, Adoption of Model Codes.

COMMERCIAL PROVISIONS
CHAPTER [CE] 1 SCOPE AND ADMINISTRATION
Section C101 Scope and General Requirements
Section C101.2 Scope
Amend 2024 IECC Section C101.2, Scope, by adding the following:
Group R-2 buildings, where defined as residential buildings by Section C202, shall be permitted to comply with the Residential Provisions of this code, regardless of height. Such election shall be indicated on the construction documents at the time of submittal.

Section C101.2.1 Appendices
Amend 2024 IECC Section C101.2.1, Appendices, by adding:
The following Appendices are hereby adopted as part of the IECC:

APPENDIX CB – Solar-Ready Zone – Commercial
APPENDIX CG – Electric Vehicle Charging Infrastructure
APPENDIX CH – Electric-Ready Commercial Building Provisions
APPENDIX CI – Demand Responsive Controls

Section C101.4 Compliance
Amend 2024 IECC Section C101.4, Compliance, by adding the following:
Group R-2 buildings, where defined as residential buildings by Section C202, shall be permitted to comply with the Residential Provisions of this code, regardless of height. Where such election is made, all applicable Residential Provisions shall be followed in their entirety. Once selected, the compliance path shall not be changed without approval of the Building Official.

Section C109 Means of Appeals
Amend 2024 IECC C109.1, General, by deleting and replacing with:
In order to hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretation of this code, there shall be and is hereby created a Building and Fire Code Board of Appeals per Flagstaff City Code, Title 2, Boards and Commissions.

Amend 2024 IECC Sections C109.2 through 109.4, by deleting in their entirety.

CHAPTER [CE] 2 DEFINITIONS
Section C202 General Definitions
Amend 2024 IECC Section C202, General definitions, by deleting and replacing the definition of "Residential Building" with the following:
RESIDENTIAL BUILDING. For this code, includes detached one- and two-family dwellings and townhouses, as well as Group R-2, R-3, and R-4 buildings. Group R-2 buildings, regardless of height, shall be permitted to comply with the Residential Provisions of this code, provided such designation is identified on the construction documents. Where a building includes accessory common uses and/or commercial

spaces, those portions of the building shall comply with the applicable commercial provisions of the International Energy Conservation Code.

CHAPTER [CE] 4 COMMERCIAL ENERGY EFFICIENCY

Section C402.1 General
Amend 2024 IECC table C402.1.3, Opaque Building Thermal Envelope Insulation Component Minimum Requirements, R-Value Method, Column 5 and Marine 4, sub-columns All other and Group R, row Wood framed and other by revising as follows:
R-0+R-16ci, or R-13+R-7.5ci, or R20+R3.8, or R-21

Section C405.12 Automatic Receptacle Control
Amend 2024 IECC C405.12 & 405.12.1, Automatic receptacle control, by deleting in their entirety.

Section C405.13 Energy Monitoring
Amend 2024 IECC Section C405.13, Energy monitoring, by adding the following:
Replace "shall" with "may" and add the following second sentence: Compliance with the provisions of Sections C405.13.1 through C405.13.11 is optional.

Section C405.15 Renewable Energy Systems
Amend 2024 IECC Section C405.15, Renewable Energy Systems, as follows:
Replace "shall" with "may" and add the following second sentence: Compliance with the provisions of Sections C405.15.1 through C405.15.4 is optional.

APPENDIX CG – ELECTRIC VEHICLE CHARGING INFRASTRUCTURE
Section CG101.1 Definitions
Amend 2024 IECC Section CG101.1, Definitions, by deleting and replacing the definition of "Electric Vehicle Supply Equipment (EVSE)" with the following:
Equipment for plug-in power transfer, including ungrounded, grounded and equipment grounding conductors; electric vehicle connectors; attached plugs; any personal protection system; and all other fittings, devices, power outlets or apparatus installed specifically for the purpose of transferring energy between the premises wiring and the electric vehicle. There are three types of EVSE, categorized by voltage and charging speed: Level 1, Level 2, and Direct Current Fast Charging (DCFC).

CG101.2: Electric Vehicle Power Transfer Infrastructure.
Amend 2024 IECC Section CG101.2, Electric vehicle power transfer infrastructure, as follows:
Change "CG101.2.6" to "CG101.2.7".

Section CG101.2.1 Quantity
Amend 2024 IECC Section CG101.2.1, Quantity, by deleting and replacing with the following:
The number of required *Level 2 electric vehicle supply equipment (EVSE)* spaces, *EV capable spaces* and *EV ready spaces* shall be determined in accordance with this section and Table CG101.2.1 based on the total number of *automobile parking spaces*. For Group R-2 buildings, the Table CG101.2.1 requirements shall be based on the total number of *dwelling units* or the total number of *automobile parking spaces*, whichever is less.

1. Where more than one parking facility is provided on a *building site*, the number of required *automobile parking spaces* required to have EV power transfer infrastructure shall be calculated separately for each parking facility.

2. Where one shared parking facility serves multiple building occupancies, the required number of spaces shall be determined proportionally based on the floor area of each building occupancy.

3. Installed *Level 2 EVSE spaces* that exceed the minimum requirements of this section may be used to meet the minimum requirements for *EV ready spaces* and/or *EV capable spaces* on a one-to-one ratio.

4. Installed *EV ready spaces* that exceed the minimum requirements of this section may be used to meet the minimum requirements for *EV capable spaces* on a one-to-one ratio.

5. Where the number of *EV ready spaces* allocated for R-2 occupancies is equal to the number of *dwelling units* or to the number of *automobile parking spaces* allocated to R-2 occupancies, whichever is less, requirements for *Level 2 EVSE spaces* for R-2 occupancies shall not apply.

6. Requirements for a Group S-2 parking garage shall be determined by the occupancies served by that parking garage. Where new automobile spaces do not serve specific occupancies, the values for Group S-2 parking garage in Table CG101.2.1 shall be used.

7. For buildings that install *DCFC EVSE* spaces, each *DCFC EVSE* space shall be permitted to substitute up to 10 required *EV capable, EV ready*, or *Level 2 EVSE* spaces.

8. Group R-2 occupancies shall be permitted to install three *Level 1 EVSE* spaces for every required *Level 2 EVSE space* or *EV ready space but* cannot exceed 50 percent of the required Level 2 EVSE spaces or EV ready spaces.

9. All attached garages with direct connection to a *dwelling unit* shall be required to have one *EV ready or Level 2 EVSE space*.

10. When the calculation of required E*V capable, EV ready,* and/or *Level 2 EVSE spaces* results in a decimal number, a decimal of 0.5 or more shall be adjusted to the next higher whole number, and a decimal of less than 0.5 shall be adjusted to the next lower whole number.

Exception: Parking facilities serving occupancies other than R2 with fewer than 15 *automobile parking spaces*.

Amend 2024 IECC table CG101.2.1, Required EV Power Transfer Infrastructure, by deleting and replacing with the following:

TABLE CG101.2.1 REQUIRED EV POWER TRANSFER INFRASTRUCTURE

OCCUPANCY	LEVEL 2 EVSE SPACES	EV READY SPACES	EV CAPABLE SPACES
Group A	5%	0%	10%
Group B	5%	5%	10%
Group E	5%	5%	10%
Group F	2%	0%	5%
Group H	1%	0%	0%

Group I	5%	0%	10%
Group M	5%	0%	10%
Group R-1	5%	10%	15%
Group R-2	5%	10%	15%
Groups R-3 and R-4	0%	2%	5%
Group S exclusive of parking garages	1%	0%	0%
Group S-2 parking garages	15%	0%	30%

CG101.2.2 EV Capable Spaces.
Amend 2024 IECC Section CG101.2.2, EV Capable Spaces, by deleting and replacing with the following:
Each *EV capable space* used to meet the requirements of Section CG101.2.1 shall comply with all of the following:

1. A continuous raceway or cable assembly shall be installed between an enclosure or outlet located within 3 feet (914 mm) of the *EV capable space* and electrical distribution equipment.

2. Installed raceway or cable assembly shall be sized and rated to supply a minimum circuit capacity in accordance with Section CG101.2.5.

3. The electrical distribution equipment to which the raceway or cable assembly connects shall have dedicated overcurrent protection device space and electrical capacity to supply a calculated load in accordance with Section CG101.2.5.

4. The enclosure or outlet and the electrical distribution equipment directory shall be marked: “For electric vehicle supply equipment (EVSE).”

CG101.2.3 EV Ready Spaces.
Amend 2024 IECC Section CG101.2.3, EV Ready Spaces, by deleting and replacing with the following:
Each branch circuit serving *EV ready spaces* used to meet the requirements of Section CG101.2.1 shall comply with all of the following:

1. Be a 208/240-volt, 50-ampere branch circuit.

2. Terminate in a NEMA 14-50R receptacle outlet located within 3 feet (914 mm) of each EV ready space it serves.

3. Have a minimum system and circuit capacity in accordance with Section CG101.2.5.

4. The electrical distribution equipment directory shall designate the branch circuit as “For electric vehicle supply equipment (EVSE)” and the outlet or enclosure shall be marked “For electric vehicle supply equipment (EVSE).

5. Be installed in compliance with the currently adopted National Electrical Code.

CG101.2.4: EVSE Spaces

Amend 2024 IECC Section CG101.2.4, EVSE Spaces, by deleting and replacing with the following:
CG101.2.4.1: Level 2 EVSE spaces.
An installed *Level 2 EVSE* with multiple output connections shall be permitted to serve multiple *Level 2 EVSE spaces*. Each *Level 2 EVSE* installed to meet the requirements of Section CG101.2.1, serving either a single *Level 2 EVSE* or multiple *Level 2 EVSE*, shall comply with all of the following:

1. Have a minimum system and circuit capacity in accordance with Section CG101.2.5.

2. Have a nameplate rating not less than 8.3 kW.

3. Be located within 3 feet (914 mm) of each *Level 2 EVSE space* it serves.

4. Be installed in accordance with Section CG101.2.6.

CG101.2.4.2: Level 1 EVSE Spaces.
Each *Level 1 EVSE space* shall comply with all the following:

1. The receptacle shall be located within 3 feet (914 mm) of each *Level 1 EVSE space* it serves.

2. Have a minimum circuit capacity of 1.8 kVA (15 amperes 120 volts).

3. The electrical panel, electrical distribution equipment directory, and all receptacles or enclosures shall be marked "Level 1 Electric vehicle supply equipment (EVSE)."

Amend 2024 IECC Section CG101.2, Electric vehicle power transfer infrastructure, by adding Section CG101.2.7, Construction documents, to read as follows:
Construction documents shall designate all *EVSE spaces, EV ready spaces,* and *EV capable spaces,* and indicate the locations of raceway and/or conduit and termination points serving them. The circuits or spaces reserved for *EVSE spaces, EV ready spaces,* and *EV capable spaces* shall be clearly identified in the panel or subpanel directory. The raceway and/or conduit for *EV ready spaces and EV capable spaces* shall be clearly identified at both the panel or subpanel, and the termination point at the parking space.

APPENDIX CI: DEMAND RESPONSIVE CONTROLS
Section CI103.1 Demand Responsive Lighting Controls
Amend 2024 IECC Section CI103, Demand Responsive Lighting Controls, by deleting in its entirety.

RESIDENTIAL PROVISIONS
CHAPTER [RE] 1 SCOPE AND ADMINISTRATION
Section R101 Scope and General Requirements
Amend 2024 IECC Section R101.2.1, Appendices, by adding.
The following Appendices are hereby adopted as part of the IECC:

APPENDIX RB – SOLAR-READY PROVISIONS – DETACHED ONE- AND TWO-FAMILY DWELLINGS AND TOWNHOUSES
APPENDIX RE – ELECTRIC VEHICLE CHARGING INFRASTRUCTURE
APPENDIX RK – ELECTRIC READY RESIDENTIAL BUILDING PROVISIONS
APPENDIX RL – RENEWABLE ENERGY INFRASTRUCTURE

Section R109 Means of Appeals

Amend 2024 IECC R109.1, General, by deleting and replacing with:

In order to hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretation of this code, there shall be and is hereby created a Building and Fire Code Board of Appeals per Flagstaff City Code, Title 2, Boards and Commissions.

Amend 2024 IECC Sections R109.2 through 109.4, by deleting in their entirety.

CHAPTER [RE] 2 DEFINITIONS

Section R202 General Definitions

Amend 2024 IECC R202, General definitions, by replacing the definition of "Residential Building" with the following:

RESIDENTIAL BUILDING. For this code, includes detached one- and two-family dwellings and townhouses, as well as Group R-2, R-3, and R-4 buildings. Group R-2 buildings, regardless of height, shall be permitted to comply with the Residential Provisions of this code, provided such designation is identified on the construction documents. Where a building includes accessory common uses and/or commercial spaces, those portions of the building shall comply with the applicable commercial provisions of the International Energy Conservation Code.

CHAPTER [RE] 4 RESIDENTIAL ENERGY EFFICIENCY

Section R402 Building Thermal Envelope

Amend 2024 IECC Table R402.1.2, Maximum Assembly U-Factors and Fenestration Requirements, by adding the following:

Footnote b, Exception: Windows used for the installation of glazing for approved passive solar design.

Amend 2024 IECC Table R402.1.3, Insulation Minimum R-Values and Fenestration Requirements by Component, column 5 and 4 Marine, row Wood-Framed Wall R-Value by revising as follows:

21, or 13+5ci, or 0+15 ci (R15 high density shall be permissible in existing 2x4 framed walls)

Section R404 Electric Power, Lighting and Renewable Energy Systems

Amend 2024 IECC R404, Electrical Power, Lighting, and Renewable Energy Systems, by deleting Sections R404.2 through R404.3.1 in their entirety.

APPENDIX RB – SOLAR-READY PROVISIONS – DETACHED ONE- AND TWO-FAMILY DWELLINGS AND TOWNHOUSES

Amend the title of 2024 IECC Appendix RB to read as follows:

Solar-Ready Provisions – Attached and Detached One- and Two-Family Dwellings, Triplexes, Fourplexes, and Townhouses.

Section RB103

Amend 2024 IECC RB103.1, General, by deleting and replacing with the following:

New attached and detached one- and two-family *dwellings*, triplexes, fourplexes, and *townhouses* with not less than 600 square feet (55.74 m^2) of roof area oriented between 110 degrees and 270 degrees of true north, shall comply with Sections NB103.2 through NB103.10.

Exceptions:

1. New residential buildings with a permanently installed *on-site renewable energy* system.
2. A *building* where all areas of the roof that would otherwise meet the requirements of Section NB103 are in full or partial shade for more than 70 percent of daylight hours annually.

Amend 2024 IECC RB103.6, Capped roof penetration sleeve, by deleting in its entirety.

APPENDIX RE – ELECTRIC VEHICLE CHARGING INFRASTRUCTURE
Section RE101.1
Amend 2024 IECC Section RE101.1, Definitions, by deleting and replacing the definition of "Electric Vehicle Supply Equipment (EVSE)" with the following:
Electric Vehicle Supply Equipment (EVSE). Equipment for plug-in power transfer, including ungrounded, grounded and equipment grounding conductors; electric vehicle connectors; attached plugs; any personal protection system; and all other fittings, devices, power outlets or apparatus installed specifically for the purpose of transferring energy between the premises wiring and the *electric vehicle*. There are three types of EVSE, categorized by voltage and charging speed: Level 1, Level 2, and Direct Current Fast Charging (DCFC).

Section RE101.2
Amend 2024 IECC Section RE101.2, Electric vehicle power infrastructure, as follows:
Change "RE101.2.5" to "RE101.2.6".

Amend 2024 IECC Section RE101.2, Electric vehicle power transfer infrastructure, by adding:
Exceptions:
New detached garages or carports where electricity is not provided shall not be required to provide EV charging infrastructure.

Amend 2024 IECC Section RE101.2.1, Quantity, by deleting and replacing with the following sections RE101.2.1.1 - RE101.2.1.4.3:

Section RE101.2.1.1 One- and Two- Family Dwellings, Triplexes, Fourplexes, and Townhouses Regulated Under the 2024 International Residential Code
New one- and two-family dwellings, triplexes, fourplexes, and townhouses with a designated attached or detached garage or other on-site private parking provided adjacent to the *dwelling unit* shall be provided with one *EV ready space* or *Level 2 EVSE space* per *dwelling unit*. Two-family dwellings, triplexes, and fourplexes that include units without a designated attached or detached garage shall be permitted to provide one *EV ready space* or *Level 2 EVSE space* for use by all dwelling units without a designated garage. It shall be located in a common-use area and be accessible to all occupants.

Section RE101.2.1.2 Other Residential Occupancies
R-2 occupancies, allocated parking for R-2 occupancies in mixed-use *buildings,* R-3 occupancies (excluding one- and two-family dwellings, triplexes, fourplexes, and townhomes regulated under the 2024 International Residential Code), and R-4 occupancies shall meet the requirements in Table RE101.2.1.2(1) for *EV capable*, *EV ready,* or *EVSE* spaces, unless an attached garage with a direct connection to a dwelling unit is provided, in which case the dwelling unit shall be provided with EV charging infrastructure in accordance with RE101.2.1.3. At least one E*V capable, EV ready* or *EVSE space* shall be located in a common-use area and be available for use by all occupants.

When the calculation of required E*V capable, EV ready,* and *EVSE spaces* results in a decimal number, a decimal of 0.5 or more shall be adjusted to the next higher whole number, and a decimal of less than 0.5 shall be adjusted to the next lower whole number.

Table RE101.2.1.2(1) EV Infrastructure Requirements for Other Residential Occupancies

Building Type	Level 2 EVSE spaces	EV capable or EV ready spaces
Group R-2 occupancies three stories or less in height above grade plane with 15 or fewer parking spaces, excluding triplexes and fourplexes regulated under the 2024 International Residential Code	20% of spaces shall be either *Level 2 EVSE, EV ready,* or *EV capable* (not fewer than 1 space).	
Group R-2 occupancies three stories or less in height above grade plane with more than 15 parking spaces, excluding triplexes and fourplexes regulated under the 2024 International Residential Code	5%	15%
Group R-2 occupancies taller than three stories in height above grade plane	5%	25%
Group R-3 and R-4 occupancies with more than 15 parking spaces	0	7%

Exceptions:

1. R-3 and R-4 occupancies where fewer than 15 parking spaces are provided.
2. Where the local electric distribution entity certifies in writing that it is not able to provide 100 percent of the necessary distribution capacity within 2 years after the estimated certificate of occupancy date, the required EV charging infrastructure shall be reduced based on the available existing electric distribution capacity.
3. Where substantiation is approved that meeting the requirements of Section RE101.2.5 will alter the local utility infrastructure design requirements on the utility side of the meter so as to increase the utility side cost to the builder or developer by more than $450 per dwelling unit.

RE101.2.1.3 Attached garages. All attached garages with direct connection to a dwelling unit shall be required to have one EV ready space or EVSE space.

RE101.2.1.4 Parking Space Type Substitutions. Group R-2, R-3, and R-4 occupancies shall be permitted to substitute EV parking spaces required in Table 101.2.1.2(1) according to sections RE101.2.1.4.1 – RE101.2.1.4.3.

RE101.2.1.4.1 DC Fast Charging. For Group R-2, R-3, R-4 buildings that install *DCFC EVSE* spaces, each *DCFC EVSE* space shall be permitted to substitute up to 10 required *EV capable, EV ready*, or *Level 2 EVSE spaces* in Table RE101.2.1.2(1).

RE101.2.1.4.2 Level 1 EV Charging. For Group R-2 buildings that install *Level 1 EVSE space*s in accordance with section RE101.2.5, three *Level 1 EVSE spaces* shall be permitted to substitute every *Level 2 EVSE space,* but cannot exceed 50 percent of the required *Level 2 EVSE* spaces in Table RE101.2.1.2(1).

RE101.2.1.4.3 Excess Level 2 EVSE Spaces. *Level 2 EVSE* spaces installed in accordance with Section RE101.2.4 that exceed the minimum requirements in Table RE101.2.1.2(1) are permitted to be used to meet the minimum requirements for *EV capable* or *EV ready spaces* on a one-to-one ratio.

Amend 2024 IECC Section RE101.2.3, EV Ready Spaces, by deleting and replacing with the following:

Each branch circuit serving an EV ready space shall comply with all of the following:

1. Be a 208/240-volt, 50-ampere branch circuit.

2. Terminate in a NEMA 14-50R receptacle outlet located within 6 feet (1828 mm) of each EV ready space it serves and marked "For electric vehicle supply equipment (EVSE)."

3. Be designated on the panelboard or other electrical distribution equipment directory as "For electric vehicle supply equipment (EVSE)."

4. Installation shall comply with the currently adopted National Electrical Code.

Amend 2024 IECC Section RE101.2.4, EVSE Spaces, by deleting and replacing with the following:

RE101.2.4.1 Level 2 EVSE Spaces
An installed *Level 2 EVSE* with multiple output connections shall be permitted to serve multiple *Level 2 EVSE spaces*. Each *Level 2 EVSE* serving either a single *Level 2 EVSE space* or multiple *Level 2 EVSE spaces* shall comply with all of the following:

1. Be served by an electrical distribution system in accordance with Section RE101.2.5.

2. Have a nameplate charging capacity of not less than 8.3 kVA (or 50A at 208/240V) per *Level 2 EVSE space* served. Where a *Level 2 EVSE* serves three or more *Level 2 EVSE spaces* and is controlled by an energy management system in accordance with Section RE101.2.5, the nameplate charging capacity shall be not less than 2.1 kVA per *Level 2 EVSE space* served.

3. Be located within 6 feet (1828 mm) of each *Level 2 EVSE space* it serves.

4. Be installed in accordance with NFPA 70 and be *listed* and *labeled* in accordance with UL 2202 or UL 2594.

RE101.2.4.2 Level 1 EVSE Spaces.
Each *Level 1 EVSE space* shall comply with all the following:

1. The receptacle shall be located within 6 feet (1828 mm) of each *Level 1 EVSE space* it serves.

2. Have a minimum circuit capacity of 1.8 kVA (15A 120V).

3. The electrical panel, electrical distribution equipment directory, and all receptacles or enclosures shall be marked "Level 1 Electric vehicle supply equipment (EVSE)."

Amend 2024 IECC Section RE101.2.5, Electrical Distribution System Capacity, by deleting and replacing with the following:

The branch circuits and electrical distribution system serving each *EV capable space*, *EV ready space* and *Level 2 EVSE space* used to comply with Section RE101.2.1 shall comply with all of the following:

1. Sized for a calculated *EV* charging load of not less than 8.3 kVA per *Level 2 EVSE*, *EV ready* or *EV capable space*. Where a circuit is shared or managed, it shall be in accordance with NFPA 70.

2. The capacity of the electrical distribution system and each branch circuit serving multiple *Level 2 EVSE spaces*, *EV ready spaces* or *EV capable spaces* designed to be controlled by an energy management system in accordance with NFPA 70 shall be sized for a calculated *EV* charging load of not less than 2.1 kVA per space. Where an energy management system is used to control *EV* charging loads for the purposes of this section, it shall not be configured to turn off electrical power to *Level 2 EVSE* or *EV ready spaces* used to comply with Section RE101.2.1.

Amend 2024 IECC Section RE101.2, Electric vehicle power transfer infrastructure, by adding Section RE101.2.6, Construction Documents, as follows:

RE101.2.6: Construction documents.

Construction documents shall designate all *EVSE spaces, EV ready spaces,* and *EV capable spaces,* and indicate the locations of raceway and/or conduit and termination points serving them. The circuits or spaces reserved for *EVSE spaces, EV ready spaces,* and *EV capable spaces* shall be clearly identified in the panel or subpanel directory. The raceway and/or conduit for *EV ready spaces and EV capable spaces* shall be clearly identified at both the panel or subpanel, and the termination point at the parking space.

APPENDIX RK – ELECTRIC READY RESIDENTIAL CONSTRUCTION

Section RK101

Amend 2024 IECC Section RK101.1, Electric readiness, to add:

Exception:

1. New one- and two-family dwellings, triplexes, fourplexes, and townhouses can request an exception to the requirements in this appendix from the Building Official if electrical load calculations indicate a 400-amp electric service panel is required to meet the minimum requirements of the 2024 International Residential Code. Exceptions will be granted at the discretion of the Building Official.

Amend 2024 IECC Section RK101.1.1, Cooking appliances, by deleting and replacing with the following:

A dedicated branch circuit outlet with a rating not less than 240 volts and not less than 50 amperes shall be installed and terminate within 3 feet (914 mm) of conventional cooking tops, conventional ovens or cooking appliances combining both.

Exception: Cooking appliances not installed in an individual *dwelling unit*.

APPENDIX RL – RENEWABLE ENERGY INFRASTRUCTURE

Section RL101

Amend 2024 IECC Section RL101.1, Renewable energy infrastructure, by deleting and replacing with the following:

The *building* shall comply with the requirements of Section RL101.1.2.Solar-ready construction in accordance with this appendix shall be required for all new Group R occupancies, excluding one- and two-family dwellings, triplexes, fourplexes, and townhouses regulated under the 2024 International Residential Code.

Amend 2024 IECC Section RL101.1.1, One- and two-family dwellings and townhouses, by deleting entirely

CHAPTER 4-10
2024 INTERNATIONAL SWIMMING POOL AND SPA CODE

4-10-001-0001 AMENDMENTS, ADDITIONS, AND DELETIONS
The following provisions shall have the effect of either amending, adding to, or deleting from the 2024 International Swimming Pool and Spa Code (ISPSC) adopted in Flagstaff City Code, Title 4, Building Regulations, Chapter 4-01, Administrative Enactments, Section 4-01-001-0002, Adoption of Model Codes.

CHAPTER 1 SCOPE AND ADMINISTRATION
Section 112 Means of Appeals
Amend 2024 ISPSC 112.1, General, by deleting and replacing with:
In order to hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretation of this code, there shall be and is hereby created a Building and Fire Code Board of Appeals per Flagstaff City Code, Title 2, Boards and Commissions.

Amend 2024 ISPSC Sections 112.2 through 112.4, by deleting in their entirety.

Section 113 Violations
Amend 2024 IMC 113.4, Violation penalties, by deleting and replacing with:
Violation penalties shall be in accordance with Flagstaff City Code Section 4-01-001-004, Violation and Penalties.

CHAPTER 2 DEFINITIONS
Section 202 Definitions
Amend 2024 ISPSC Section 202, Definitions, by deleting and replacing the definition of "Residential Swimming Pool (Residential Pool)" with the following:
RESIDENTIAL SWIMMING POOL (Residential Pool). A pool intended for use that is accessory to a residential setting and available only to the household and its guests including any structure intended for swimming or recreational bathing that contains water over eighteen (18) inches in depth. This includes in-ground, above ground, and on-ground swimming pools, hot tubs, spas, and fixed in place wading pools. Other pools shall be considered to be public pools for purposes of this code.

CHAPTER 3 GENERAL COMPLIANCE
Section 305 Barrier Requirements
Amend 2024 ISPSC 305.2.1, Barrier height and clearances, by revising subsection 1 as follows:
Replace "48 inches" with "60 inches" and "1219 mm" with "1524 mm".

CHAPTER 4-11
NATIONAL ELECTRICAL CODE

4-11-001-0001 AMENDMENTS, ADDITIONS, AND DELETIONS
The following provisions shall have the effect of either amending, adding to, or deleting from the National Electrical Code (NEC), 2023 Edition, adopted in Flagstaff City Code, Title 4, Building Regulations, Chapter 4-01, Administrative Enactments, Section 4-01-001-0002, Adoption of Model Codes.

CHAPTER 1 GENERAL
Article 110 General Requirements for Electrical Installations
Part I General
Amend 2023 NEC Article 110.2, Approval, by deleting and replacing with:
All electrical conductors, components, material, and equipment shall be listed and labeled.

Amend 2023 NEC Article 110.5, Conductors, by deleting and replacing with:
Conductors used to carry current shall be copper. Aluminum or copper-clad aluminum conductors shall be permitted only for feeders and service-entrance conductors, where installed in accordance with this Code. Aluminum and copper-clad aluminum conductors shall not be used for branch-circuit wiring.
Where conductor material is not specifically identified, the conductor sizes and requirements of this Code shall be based on copper conductors.

Amend 2023 NEC Article 110.7, Wiring Integrity, by deleting and replacing with:
All equipment rated at 1000 amperes or more shall be tested for insulation breakdown, mechanical integrity, and workmanship prior to the equipment being energized. A certified high potential voltage test (hi-pot) shall be performed and a certificate issued to the Building Official. This test shall be performed in the presence of a Building Inspector and conducted by a testing firm approved by the Building Official.

Said test shall be performed for a period of one (1) minute, the application of a 60 hertz alternating potential of 1000 volts plus twice the rated phase to phase voltage of the equipment.

This test shall be performed between all phases to ground, phase to phase, and neutral if isolated.

CHAPTER 2 WIRING AND PROTECTION
Article 210 Branch Circuits Not Over 1000 Volts ac, 1500 Volts dc, Nominal
Part I General
Amend 2023 NEC Article 210.5, Identification for Branch Circuits, by adding:
(D) Color Code. Where 15, 20, or 30 ampere branch circuits requiring a neutral are installed in raceways or cable assemblies, the conductor of branch circuits connected to the same system shall conform to the following color code:

Volts	Phase	System	Phase A	Phase B	Phase C	Neutral
120/208	3	Wye	Black	Red	Blue	White
120/240	3	Delta	Black	Orange	Blue	White
277/480	3	Wye	Brown	Orange	Yellow	Gray

Article
Amend 2023 NEC Article 210.8, Ground-Fault Circuit-Interrupter Protection for Personnel, by deleting subsection 210.8(A)(5) in its entirety.

Article 210.52
Amend 2023 NEC Article 210.52(C)(2), Island and peninsular countertops and work surfaces, by deleting and replacing with the following:

At least one receptacle outlet shall be installed at each island countertop space with a long dimension of 24 inches (610 mm) or greater and a short dimension of 12 inches (305 mm) or greater. Not less than one receptacle outlet shall be installed at each peninsular countertop long dimension space having a long dimension of 24 inches (610 mm) or greater and a short dimension of 12 inches (305 mm) or greater. A peninsular countertop is measured from the connected perpendicular wall. Receptacle outlets shall be installed in accordance with 210.52(C)(3).

Article 250 Grounding and Bonding
Part II System Grounding
Amend 2023 NEC Article 250.30, Grounding Separately Derived Alternating-Current Systems, (A) Grounded Systems, (4) Grounding Electrode, by adding:
All new building construction shall have a one-piece concrete-encased electrode and electrode conductor (Ufer ground), a minimum twenty (20) feet length in the footing, sized from the following table:

0-200 ampere service: 1 piece #4 copper (electrode and electrode conductor)

201-400 ampere service: 1 piece 1/0 copper (electrode and electrode conductor)

401-800 ampere service: 1 piece 2/0 copper (electrode and electrode conductor)

Larger than 800 ampere service: 1 piece 3/0 copper (electrode and electrode conductor)

Where the Ufer has been lost, damaged, or cannot be located, a ground ring or modification of the same consisting of thirty (30) feet of #2 bare copper wire, buried a minimum of thirty (30) inches deep in a trench, or a plate electrode per Article 250.53 (H) shall be required in lieu of a concrete-encased electrode.

5-02-001-0005 AMENDMENTS

The following provisions shall have the effect of either amending, adding to, or deleting from the International Fire Code, 2018 Edition:

CHAPTER 1, IFC, Administration

Amend Section 101.1 Title, to read:

These regulations shall be known as the Fire Code of City of Flagstaff, hereinafter referred to as "this code."

Amend Section 102.7 entitled "Reference codes and standards", by adding:

Referenced codes and standards as listed in Chapter 80, and in this document are adopted in their entirety.

Amend Section 104.6, Official Records, to read:

The fire code official shall keep official records as required by Sections 104.6.1 through 104.6.4. Such official records shall be retained as prescribed by state and city archival regulations.

Amend Section 105.6.3 Open Burning, by deleting

Exception: Recreational fires.

Amend Section 109.1 entitled "Board of appeals established", to read:

The Building and Fire Code Board of Appeals created in Chapter 2-02 of the Flagstaff City Code shall hear and decide appeals of orders, decisions or determinations made by the fire official relative to the application and interpretation of this code.

Amend Section 110.4 entitled "Violation penalties", to read:

Persons who violate a provision of this code or fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under a provision or provisions of this code, shall be guilty of a class one misdemeanor and upon conviction shall be punishable by a fine and/or imprisonment set forth by the governing laws of the jurisdiction. Each separate day or any portion thereof, during which any violation of this Code occurs or continues, shall be deemed to constitute a separate offense.

CHAPTER 2, IFC, Definitions

Amend Section 202 entitled "Definitions; Detached Building" to read:

DETACHED BUILDING: A separate standalone structure that is separated from other buildings in accordance with the requirements of the International Building Code, greater than 200 square foot and/or within 15 feet of the existing or primary structure. This classification shall include, but notlimitedtothe following:

Casitas
Gazebos
Storage
Sheds
Garages
Green
Houses
Ramadas
Barns
Shops

Amend Section 202 entitled Definitions, by adding:

SPECULATIVE WAREHOUSE. A building designed for high piled combustible storage without a known type or commodity designation specified.

SKY LANTERN. A device designed to carry an open flame as an airborne light. Also known as, but not limited to, Kongming Lantern, Whish Lantern, Sky Candle, Fire Balloon.

CHAPTER 3, IFC, General Requirements

Amend Section 319 Mobile Food Preparation Vehicles, by adding

319.4.3 Location Mobile food preparation vehicles shall not be located within 20 feet of tents, canopies, or membrane structures.

CHAPTER 5, IFC, Fire Service Features

Amend Section 503.1.2 Additional Access, by adding:

Approved secondary access shall be provided to all subdivisions and developments when fire access exceeds 1200 feet in length. Secondary access shall be provided for all one or two family residential developments that exceed 30 units/lots.

Amend Section 503.2.3 Surface, to read:

Fire apparatus access roads shall be designed and maintained to support a minimum 80,000 pounds gross vehicle weight shall be surfaced as to provide all weather driving capabilities. A maintenance agreement for private roads or other fire access may be required showing the responsibility for roadway maintenance and snow plowing.

Amend Section 503.2.4 entitled "Fire Service Features; Fire Apparatus Access Roads; Specifications; Turning Radius", to read:

The required minimum turning radius of a fire apparatus access road shall be 35 feet inside, 55 feet outside, or 45 feet on center

Amend Section 503.2.5 Dead ends, by adding:

There shall be no parking or other obstructions in fire apparatus turnaround areas that would impair turning of apparatus. When parking or other design features are desired, the proper design must be approved. Accumulation of snow must also be accounted for to prevent winter time obstructions.

Amend Section 503.2.7 entitled "Fire Service Features; Fire Apparatus Access Roads;

Specifications; Grade, to read:

The gradient for a fire apparatus access road shall not exceed 10 percent on straight sections of roadway and 5 percent side slope on turnarounds and curves

Amend Section 504.2 Maintenance of exterior doors and openings, by adding:

Exterior doors and openings required by this code or the building code shall be maintained readily accessible for emergency access by the fire department. Exterior doors shall be supplied with an approved exterior handle.

Amend Section 505.1 Address Numbers, by adding:

Commercial address numbers shall be a minimum of 6 inches high with a minimum stroke width of 0.5 inch. Buildings in multi-building complexes must be marked with 12" minimum numbers. When address numbers attached to buildings are insufficient to be seen from the street, additional numbers may be required at a location approved by the Chief. Approved identification shall also be provided on the rear door(s) at any location where access into the building may be difficult to determine.

Amend Section 507 Fire Protection Water Supply, by adding:

507.1 Required water supply. An approved water supply capable of supplying the required fire flow for fire protection shall be provided to premises on which facilities, buildings or portions of buildings are hereafter constructed or moved into or within the jurisdiction. When automatic fire sprinkler systems or other approved fire protection systems or features are installed, the specifications of this section may be modified at the discretion of the Chief, when in his opinion, firefighting or rescue operations will not be impaired.

.

Amend Section 507.2 Type of water supply, by adding:

Water supply for a major system component as described by the American Water Works Association must provide a continuous and uninterrupted supply of fire protection water through redundancy. Fire mains in excess of 1,000 feet in length or which have more than 3 hydrants affixed shall be looped to a second source of water. All fire mains hereafter constructed shall be a minimum of 8-inch diameter but in all cases shall be of sufficient size to adequately supply the required fire flow.

Amend Section 507.3 Fire Flow, to read:

Fire flow tests used to design sprinkler systems, standpipe systems, and fire supply mains shall be performed by a contractor licensed by the State of Arizona, and who has a current business license issued by the City of Flagstaff. The test shall be witnessed by the Flagstaff Fire Department. The method for determining fire flow requirements for buildings and subdivisions shall be Appendix B Fire Flow Requirements for Buildings.

Amend Section 507.5 Fire Hydrant Systems, by adding:

507.5.1 When any portion of the facility or building protected is in excess of ~~400~~ 300 feet from a water supply on a public street for commercial occupancies and 500 feet from a water supply for residential single family and duplex occupancies, as measure by an approved route around the exterior of the facility or building, on-site fire hydrants and mains capable of supplying the required fire flow shall be provided when required by the Fire Chief

CHAPTER 6, IFC, Building Services and Systems

Amend Section 605.8 Refrigerant detection, to read:

Machinery rooms shall contain a refrigerant detector with an approved and distinctive audible and visual alarm. The alarm notification devices shall comply with the audible and visual requirements of the *National Fire Alarm Code*, NFPA 72. A supervisory alarm shall be activated when the mechanical ventilation system fails. The detector, or a sampling tube that draws air to the detector, shall be located in an area where refrigerant from a leak will concentrate. The alarm shall be activated at a value not greater than the corresponding TLV-TWA values shown in the International Mechanical Code. Detectors and alarms shall be placed in one or more locations to assure notifications of all occupants.

CHAPTER 9, IFC, Fire Protection Systems

Amend Section 901.2 entitled "Construction documents", by adding:

Automatic sprinkler systems designed in accordance with NFPA 13, 13D and 13R shall be submitted and reviewed bearing a review certification and signature of a minimum level NICET III Certified Engineering Technician {CET) or Arizona registrant. Fire alarm systems designed in accordance with NFPA 72 shall be reviewed and submitted bearing a review certification and signature of a minimum level lll NICET Technician or Arizona registrant.

Amend Section 901.3 entitled Permits, by adding:

901.3.1 Modifications. No person shall remove or modify any fire protection system installed or maintained under the provisions of this code without prior approval by the fire chief or fire code official.

Amend Section 901.6 entitled Inspection, testing and maintenance by adding:

Fire detection and alarm systems, emergency alarm systems, gas detection systems, fire- extinguishing systems, mechanical smoke exhaust systems and smoke and heat vents, fire pumps shall be maintained in an operative condition at all times and shall be replaced or repaired where defective. Nonrequired fire protection systems and equipment shall be inspected, tested and maintained or removed. All fire protection systems shall be inspected and tested annually by a contractor licensed by the State of Arizona and who possesses an Arizona State Revenue License to work on the specific type of fire protection system being inspected or tested. Contractors shall provide current copies to the fire department annually.

Amend Section 901.6.3 entitled "Records", to read:

Records of all system inspections, tests and maintenance required by the referenced standards shall be maintained on the premises for a minimum of three years and deficiencies shall be copied to the authority having jurisdiction within thirty (30) business days.

Amend Section 901.6, by adding:

901.6.3.1 Inspection and testing. All fire protection systems shall be inspected and tested annually by a contractor licensed by the State of Arizona and who has a current ~~business license issued by the City of Flagstaff~~ Arizona State Revenue License to work on the specific type of fire protection system being inspected or tested.

Amend Section 903 entitled Automatic Sprinkler Systems by adding

903.2 Where Required. Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in Sections 903.2.1 through 903.2.12. In addition to the requirements of the fire and building codes, an approved automatic monitored sprinkler system shall be installed throughout all levels of all new Group B, E, F, M, U and S occupancies 5,000 square feet (464m2) or greater and in all buildings over 3 stories in height regardless of the total square footage. Such systems shall be in accordance with the International Fire Code, International Building Code and installed in accordance with NFPA 13, 13D or 13R as specified by the fire code official. Notwithstanding the foregoing, an automatic monitored fire sprinkler system may be installed in any building regardless of floor area.

Amend Section 903.2.1.1 entitled "Fire Protection Systems, Automatic Sprinkler Systems; Where required; Group A-1, to read:

An automatic sprinkler system shall be provided for Group A-1 occupancies where one of the following conditions exists:

1. The fire area exceeds 5,000 square feet (464m2).
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. The fire area contains a multi theater complex.

Amend Section 903.2.1.3 entitled "Fire Protection Systems, Automatic Sprinkler Systems; Where required; Group A-3", to read:

An automatic sprinkler system shall be provided for Group A-3 occupancies where one of the following conditions exists:

1. The fire area exceeds 5,000 square feet (464m2).
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

Amend Section 903.2.1.4 entitled "Fire Protection Systems, Automatic Sprinkler Systems; Where required; Group A-4", to read:

An automatic sprinkler system shall be provided for Group A-4 occupancies where one of the following conditions exists:

1. The fire area exceeds 5,000 square feet (464m2).
2. The fire area has an occupant load of 300 or more.

3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

Amend Section 903 entitled "Fire Protection Systems; Automatic Sprinkler Systems; Where required; by adding:

903.2.2.1 Group B
An automatic monitored sprinkler system shall be provided throughout all Group B occupancies where any of the following exist:

1. Where Group B fire area is 5,000 square feet (464m2) and greater, or
2. Fire area is located more than three stories above grade

Amend Section 903.2.2 Ambulatory care facilities, to read:

903.2.2.2 Ambulatory care facilities
An *automatic sprinkler system* shall be installed throughout the entire floor containing an ambulatory care facility where either of the following conditions exist at any time:

1. Four or more care recipients are incapable of self-preservation, whether rendered incapable by staff or staff has accepted responsibility for care recipients already incapable.
2. One or more care recipients that are incapable of self-preservation are located at other than the level of exit discharge serving such a facility.

In buildings where ambulatory care is provided on levels other than the *level of exit discharge*, an *automatic sprinkler system* shall be installed throughout the entire floor where such care is provided as well as all floors below, and all floors between the level of ambulatory care and the nearest *level of exit discharge*, including the *level of exit discharge*.

Amend Section 903.2.3 entitled "Fire Protection Systems, Automatic Sprinkler Systems; Where required; Group E", to read:

An automatic sprinkler system shall be provided for Group E occupancies as follows:

1. Throughout all Group E fire areas greater than 5000 square feet (462m2) in area.
2. The Group E fire area is located on a floor other than a level of exit discharge serving such occupancies.

Exception: An automatic sprinkler system is not required in any area below the lowest level of exit discharge serving that area where every classroom throughout the building has at least one exterior exit door at ground level.

3. The Group E area has an occupant load of 300 or more.

Amend Section 903.2.4 entitled "Fire Protection Systems, Automatic Sprinkler Systems; Where required; Group F-1", to read:

An automatic sprinkler system shall be provided throughout all buildings containing Group F-1 occupancy where one of the following conditions exists:

1. A Group F-1 fire area exceeds 5,000 square feet (464m2).
2. A Group F-1 fire area is located more than three stories above grade plan.
3. The combined area of all Group F-1 fire areas on all floors, including any mezzanines, exceeds 5,000 square feet (464m2).
4. A Group F-1 occupancy used for the manufacture of upholstered furniture or mattresses exceeds 2,500 square feet (232 m2).

Amend Section 903.2.4.1 Woodworking operations, to read:

An automatic sprinkler system shall be provided throughout all F-1 occupancy fire area that conation woodworking operations in excess of ~~2500~~ 5000 square feet in area (464 m2) which generate finely divided combustible waste or which use finely divided combustible materials.

Amend Section 903.2.7 entitled "Fire Protection Systems; Automatic Sprinkler Systems; Where required; Group M", to read:

An automatic sprinkler system shall be provided throughout buildings containing Group M occupancy where one of the following conditions exists:

1. A Group M fire area exceeds 5,000 square feet (464m2).
2. A Group M fire area is located more than three stories above grade plane.
3. The combined area of all Group M fire areas on all floors, including any mezzanines, exceeds 5,000 square feet (464m2).
4. A Group M occupancy used for the display and sale of upholstered furniture or mattresses exceeds 5,000 square feet (464 m2).

Amend 903.2.8 entitled Group R, to read:

An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R-1 and R-2 fire area.

Amend Section 903.2.9 entitled "Fire Protection Systems, Automatic Sprinkler Systems; Where required; Group S-1", to read:

An automatic sprinkler system shall be provided throughout all buildings containing Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 fire area exceeds 5,000 square feet (464m2).
2. A Group S-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds 5,000 square feet (464m2).

4. A Group S-1 fire area used for the storage of commercial trucks or buses where the fire area exceeds 5,000 square feet (464 m2).

Amend Section 903.2.9.1 entitled "Fire Protection Systems, Automatic Sprinkler Systems; Where required; Repair Garages", to read:

An automatic sprinkler system shall be provided throughout all buildings used as repair garages in accordance with Section 406.8 of the International Building Code, as shown:

1. Buildings having two or more stories above grade plane, including basements, with a fire area containing a repair garage exceeding 5,000 square feet (464m2).
2. Buildings no more than one story above grade plane, with a fire area containing a repair garage exceeding 5,000 square feet (464m2).
3. Buildings with repair garages servicing vehicles parked in basements.
4. A Group S-1 fire area used for the repair of commercial trucks or buses where the fire area exceeds 5,000 square feet (464 m2).

Amend Section 903.2.10 entitled "Fire Protection Systems, Automatic Sprinkler Systems; Where required; Group S-2 enclosed parking garages", to read:

An automatic sprinkler system shall be provided throughout buildings classified as enclosed parking garages in accordance with Section 406.6 of the International Building Code as follows:

1. Where the fire area of the enclosed parking garage exceeds 5,000 square feet (464m2)
2. Where the enclosed parking garage is located beneath other groups.

Exception: Enclosed parking garages located beneath Group R-3 occupancies.

Amend Section 903.3.1.1.1 entitled "Fire Protection Systems; Automatic Sprinkler Systems; Installation requirements; Exempt locations", to read:

Automatic sprinklers shall not be required in the following rooms or areas where such rooms or areas are protected with an approved automatic fire detection system in accordance with Section 907.2 that will respond to visible or invisible particles of combustion. Sprinklers shall not be omitted from any room merely because it is damp, of fire-resistance rated construction or contains electrical equipment.

1. Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.
2. Any room or space where sprinklers are considered undesirable because of the nature of the contents, when approved by the fire code official.
3. Generator and transformer rooms separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire resistance rating of not less than 2 (t w o) hours.
4. Fire service access elevator machine rooms and machinery spaces.
5. Machine rooms and machinery spaces associated with occupant evacuation elevators designed in accordance with Section 3008 of the International Building Code.

Amend Section 903.3.5 entitled "Fire Protection Systems; Automatic Sprinkler Systems; Installation requirements; Water supplies", by adding:

The introduction of any toxic substance shall be prohibited. If a sprinkler system is connected to a potable water supply, the use of solutions other than that of pure glycerin (C.P. or U.S.P. 96.5 percent grade) or propylene glycol shall not be permitted."

Amend Section 903.3 installation requirements, by adding:

903.3.9 Speculative warehouse special requirements
Speculative warehouses shall comply with Chapter 32, and this Chapter. Where the maximum allowable storage height can exceed 12 feet (3658mm) but less than 22 feet (6706mm) the following shall apply:

1. Design for a Class IV non-encapsulated commodity, double row rack storage, 8 foot (2,438mm) aisles and 286 degrees sprinklers; and
2. Hydraulically design to protect the maximum possible clear height of storage without in-rack sprinklers; and
3. Add 500 GPM at the base of the riser for inside hose to hydraulic calculations, and provide the hose stub-outs for future installation or use existing columns for hose installing locations.

Where the maximum allowable storage height can exceed 22 feet (6706mm) the following shall apply:

1. Hydraulically design system to protect the maximum possible clear height of storage without in-rack sprinklers; and
2. Provide .64 GPM per square foot over the hydraulically most remote 2,000 square feet (609600mm); or use an approved alternative design such as ESFR sprinklers.

Amend Section 905 Standpipe Systems, by adding:

Section 905.13 Other Standpipe Systems Required Locations. Notwithstanding the previously specified required locations, approved standpipe systems shall also be required in: Commercial buildings greater than two stories in height.

Amend Section 912.2 Location, to read:

With respect to hydrants, driveways, buildings and landscaping, fire department connections shall be so located such that fire apparatus and hose connected to supply the system will not obstruct access to the buildings for other fire apparatus. Fire department connections (FDC) shall be remote from the building if possible.

Amend Section 912.2.1 Visible Location, to read:

Fire department connections shall be located at the primary entrance to the site, fully visible and recognizable.

Amend Section 1103.5 Sprinkler systems, deleting section 1103.5.1;

1103.5.1 Group A-2 ~~Where alcoholic beverages are consumed in a Group A-2 occupancy having an occupant load of 300 or more, the fire area containing the Group A-2 occupancy shall be equipped with a n automatic sprinkler system in accordance with section 903.3.1.1.~~

Amend Section 3106 Outdoor Assembly Events, addition table 3106.3

Outdoor Assembly Events Table 3106.3

Occupant Load	Minimum number of Exits
1-500	2
501-1000	3
1001-1500	4
Each additional 500 Persons	36” of additional exit width for each exit

3106.3.3 Exit Width The aggregate clear width of exits shall be a minimum of 36 “width wide for each 500 persons to be accommodated

3106.3.4 Exit Signs Exits shall be identified with signs that read -EXIT – The signs shall be weather resistant with letters on a contrasting background. Lettering shall be of sufficient height and brush stroke to be visible within 100 feet. Placement of the exit signs shall be approved by the fire code official.

3106.4 - Outdoor Concerts / Crowd Management, section added

3106.4.1 Front Stage Isle/Separation Minimum 10 foot aisle space for front of stage, adequate crowd manager’s during the concert or event to maintain minimum widths. Main isle shall be a minimum of 10 feet in width.

CHAPTER 50, IFC, Hazardous Materials – General Provisions

Amend Section 5003.2.2.1 Design and construction to read:

(2) Piping and tubing shall be identified indicate the material conveyed and the direction of flow. Pipe labels shall be provided at a maximum spacing of 20 feet at each change of direction and on both sides of walls or floor/ceiling penetrations.

Amend section 5003.2.2.1 Design and construction and add:

(6) Pressure tests of piping constructed of non- metallic material used to convey hazardous materials shall be limited to hydrostatic tests. Pneumatic pressure testing of non-metallic piping shall not be permitted.

Amend Section 5004.9 Emergency alarm to read:

An approved manual emergency alarm system shall be provided in buildings, rooms or areas used for storage of hazardous materials. The emergency alarm system shall be designed using the manual fire alarm requirements of the *National Fire Alarm Code,* NFPA
72. Emergency alarm initiating devices shall be installed outside of each interior exit or exit access door of the storage buildings, rooms or areas. Activation of an emergency alarm-initiating device shall sound an audible signal distinctly different than that of the fire alarm signal. Emergency alarm notification devices shall be yellow or amber in color.

CHAPTER 53, IFC, Compressed Gases

Amend Section 5301.1 Scope, to read:

Storage, use and handling of compressed gases in compressed gas containers, cylinders, tanks and systems shall comply with this chapter, and National Fire Protection Association standard, NFPA 55, Compressed Gases and Cryogenic Fluids, 2016 edition. Where there is a conflict between the International Fire Code, 2018 edition and NFPA 55, 2016 edition, the more restrictive provision shall apply. Partially full *compressed gas* containers, cylinders or tanks containing residual gases shall be considered as full for the purpose of the controls required.

Amend Section 5302.1 Definitions to add:

Point of Use means detection shall be provided at each location where material or chemical is placed into action.

Amend Section 5303.16.10.1 Insulated Liquid Carbon Dioxide Systems to add:

(A) Gas detection shall be provided at each point of use whether the cylinder vessel, and/or container are located inside or outside the structure. Basements and/or subterranean spaces that could be physically entered, and which contain CO2 process lines, shall have gas detection.
(B) When a CO2 gas detection device reaches 15,000 ppm a local warning/supervisory alarm shall sound at a normally occupied location, and/or transmit a supervisory signal to a supervising station if system is monitored off-site.
(C) When a CO2 gas detection device reaches 30,000 ppm a general evacuation signal shall sound for the occupancy and transmit a gas specific alarm to a supervisory station if system is monitored off-site.
(D) Where there are DOT approved non-insulated cylinders stored and/or used inside or outside the structure, per system, gas detection and alarm systems shall not be required.

CHAPTER 55, IFC, Cryogenic Fluids

Amend Section 5501.1 Scope to read:

Storage, use and handling of *cryogenic fluids* shall comply with this chapter and National Fire Protection standard NFPA 55, Compressed Gases and Cryogenic Fluids Code, 2016 edition. Where there is a conflict between the International Fire Code, 2018 edition and NFPA 55, 2016 edition, the more restrictive provision shall apply. *Cryogenic fluids* shall also comply with Chapter 50 for general requirements. Partially full containers containing residual *cryogenic fluids* shall be considered as full for the purposes of the controls required.

CHAPTER 56, IFC, Explosives and Fireworks

Amend Section 5601.2.4 Financial responsibility, to read:

Before a permit is issued, as required by Section 5601.2, the applicant shall file with the jurisdiction a corporate surety bond in the principal sum of $1,000,000 or a public liability insurance policy for the same amount, for the purpose of the payment of all damages to persons or property which arise from, or are caused by, the conduct of any act authorized by the permit upon which any judicial judgment results. The *fire code official* is authorized to specify a greater or lesser amount when, in his or her opinion, conditions at the location of use indicate a greater or lesser amount is required. Government entities shall be exempt from this bond requirement.

Amend Section 5608 by deleting it in its entirety. Amend Section 5609 by deleting it in its entirety. APPENDIX D Fire Apparatus Access

Roads

Amend Section D102 Required Access to read:

D102.1 Access and loading. Facilities, buildings or portions of buildings hereafter constructed shall be an accessible to fire department apparatus by way of an approved fire apparatus access road with an asphalt, concrete or other approved driving surface capable of supporting the imposed load of fire apparatus weighing at least 80,000 pounds.

Amend Section D107 One- or Two-family dwelling residential developments to read:

D107.1 One- or two- family dwelling residential developments. Developments of one- or two-family dwellings where the number of dwelling units exceeds 30 shall be provided with two separate and approved fire apparatus access roads.

Exceptions:

1. Where there are ~~more than~~ 30 to 50 dwelling units on a single public or private fire apparatus access road and all dwelling units are equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, 903.3.1.2, or 903.3.1.3, access from two directions shall not be required.

Section 5-02-001
FIRE CODE

Sections:

5-02-001-0001 ADOPTION OF 2024 INTERNATIONAL FIRE CODE AND 2024 INTERNATIONAL WILDLAND-URBAN INTERFACE CODE
5-02-001-0002 FIRE PREVENTION DIVISION: ESTABLISHMENT, DUTIES:
5-02-001-0003 SAVING CLAUSE
5-02-001-0004 VIOLATION AND PENALTIES
5-02-001-0005 AMENDMENTS

5-02-001-0001 ADOPTION OF 2024 INTERNATIONAL FIRE CODE AND 2024 INTERNATIONAL WILDLAND-URBAN INTERFACE CODE

There are hereby adopted by the City of Flagstaff for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, those certain Codes known as the 2024 International Fire Code and the 2024 International Wildland-Urban Interface Code, as amended below.

Said codes have been adopted as part of a public record through Resolution No. 2026-47 on October 6, 2026, entitled “The 2024 Suite of Building and Fire Codes and Related Amendments to City Code, Title 4, Building Regulations, and Title 5, Fire Code,” one hard copy and one electronic copy of which are on file in the office of the City Clerk, made a part hereof as if fully set out in this chapter.

5-02-001-0002 FIRE PREVENTION DIVISION: ESTABLISHMENT, DUTIES:

A. The International Fire Code and International Wildland Urban Interface Code shall be enforced by the Fire Prevention Division.

B. The Fire Chief of the City shall be in charge of the Fire Prevention Division and may detail such members of the Fire Department as necessary to administer fire prevention efforts.

5-02-001-0003 SAVING CLAUSE

Nothing in this chapter or in the International Fire Code or International Wildland-Urban Interface Code hereby adopted shall be construed to affect any suit or proceeding now pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinances replaced hereby. Nor shall any right or remedy of any character be lost, impaired, or affected by this chapter.

5-02-001-0004 VIOLATION AND PENALTIES

A. Violations. It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use or maintain any building or property, or permit the same to be done in violation of this code.

B. Penalties. Any person, firm, or corporation violating any provision of this Code shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punishable by a fine and/or imprisonment set forth by Flagstaff City Code, Title I, Chapter 1-04 General Penalty. Each separate day

or any portion thereof, during which any violation of this Code occurs or continues, shall be deemed to constitute a separate offense.

5-02-001-0005 AMENDMENTS

The following provisions shall have the effect of either amending, adding to, or deleting from the International Fire Code, 2024 Edition:

CHAPTER 1, IFC, Administration

Amend Section 101.1 Title, to read:

These regulations shall be known as the Fire Code of City of Flagstaff, hereinafter referred to as "this code."

Delete and replace section 101.2.1 as follows:

[A] 101.2.1 Appendices: The following appendices are adopted and amended as part of this Code by the City of Flagstaff: B, C, D, E, F, G, H, I, J, L, and N as added and/or amended.

Appendix B Fire-Flow Requirements for Buildings
Appendix C Fire Hydrant Locations and Distribution
Appendix D Fire Apparatus Access Roads
Appendix E Hazard Categories
Appendix F Hazard Ranking
Appendix G Cryogenic Fluids – Weight and Volume Equivalents
Appendix H Hazardous Materials Management Plan (HMMP) and Hazardous Materials Inventory Statement (HMIS) Instructions
Appendix I Fire Protection Systems—Noncompliant Conditions
Appendix J Building Information Sign
Appendix L Requirements for Fire Fighter Air Replenishment Systems
Appendix N Indoor Trade Shows and Exhibitions

Amend Section 102.7 entitled "Reference codes and standards", by adding:

Referenced codes and standards as listed in Chapter 80, and in this document are adopted in their entirety.

Amend Section 105.5.36 Open Burning, by deleting

Exception: Recreational fires.

Add Section 105.6.26 Electronic access control systems:

Construction permits are required to install or modify an electronic access control system, as specified in Chapter 10. A separate construction permit is required to install or modify a fire alarm system that may be connected to the access control system. Maintenance performed in accordance with this code is not considered to be a modification and does not require a permit.

Add Section 105.6.27 Electric vehicle (EV) charging stations:

Construction permits are required to install or modify an electric vehicle charging station. Maintenance performed in accordance with this code is not considered to be a modification and does not require a permit.

Add to section 110.3 as follows: [A] 110.3 Recordkeeping:

Fire system annual maintenance inspection reports shall be submitted through the web-based third-party reporting service, The Compliance Engine.

Amend Section 113.4 entitled "Violation penalties", to read:

Persons who violate a provision of this code or fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under a provision or provisions of this code, shall be guilty of a class one misdemeanor and upon conviction shall be punishable by a fine and/or imprisonment set forth by the governing laws of the jurisdiction. Each separate day or any portion thereof, during which any violation of this Code occurs or continues, shall be deemed to constitute a separate offense.

CHAPTER 2, IFC, Definitions

Amend Section 202 entitled "Definitions; Detached Building" to read:

DETACHED BUILDING: A separate standalone structure that is separated from other buildings in accordance with the requirements of the International Building Code, greater than 200 square foot and/or within 15 feet of the existing or primary structure. This classification shall include, but not limited to the following

Casitas
Gazebos
Storage Sheds
Garages
Green Houses
Ramadas
Barns
Work Shop

Chapter 3, IFC, General requirements

Add Section 323 Electric Vehicles (EVs).

323.1 Electric Vehicle Charging Stations. Electric vehicle (EV) charging stations shall not be located inside buildings, except where approved for parking garage locations as per the National Electrical Code.

323.1.1 Charging Stations Inside Parking Garage. EV charging stations located in parking garages shall be located at grade level along the exterior perimeter walls and shall be within 150 feet of fire apparatus access roadway or shall be located on the top level of the garage with no roof above.

323.1.2 Charging Stations inside R-3 and R-4 occupancies. Approved charging stations in the private garage shall have a listed heat alarm installed in the garage and interconnected to the smoke alarms inside the dwelling.

323.2 Disconnect. Locations containing electric vehicle charging stations shall be provided with a clearly identified and readily accessible emergency disconnect installed in an approved location. The emergency disconnects for exterior electric vehicle charging stations shall be

located within 100 feet (30 480 mm) of, but not less than 20 feet (6096 mm) from the charging stations, unless otherwise approved by the fire code official.

323.2.1 Height. The height of the emergency disconnect switch shall be not less than 42 inches (1067 mm) and not more than 48 inches (1219 mm) measured vertically, from the floor level to the activating button.
323.2.2 Emergency Disconnect Sign. Emergency disconnect devices shall be distinctly labeled as: “EMERGENCY ELECTRIC VEHICLE CHARGER DISCONNECT.” Signs shall be placed in an approved location and shall consist of all of the following:

1. White reflective background with red letters.
2. Weather-resistant durable material.
3. Lettering not less than 2 inches (51 mm) high.
4. Permanently affixed to the building or structure in an approved manner.

CHAPTER 5, IFC, Fire Service Features

Amend Section 503.2.3 Surface, to read:

Fire apparatus access roads shall be designed and maintained to support a minimum 80,000 pounds gross vehicle weight shall be surfaced as to provide all-weather driving capabilities. A maintenance agreement for private roads or other fire access may be required showing the responsibility for roadway maintenance and snow plowing.

Amend Section 503.2.4 entitled "Fire Service Features; Fire Apparatus Access Roads; Specifications; Turning Radius", to read:

The required minimum turning radius of a fire apparatus access road shall be 30 feet inside, 50 feet outside, or 40 feet on center

Amend Section 503.2.5 Dead ends, by adding:

There shall be no parking or other obstructions in fire apparatus turnaround areas that would impair turning of apparatus. When parking or other design features are desired, the proper design must be approved. Accumulation of snow must also be accounted for to prevent winter time obstructions.

Amend Section 503.2.7 entitled "Fire Service Features; Fire Apparatus Access Roads; Specifications; Grade, to read:

The gradient for a fire apparatus access road shall not exceed 10 percent on straight sections of roadway and 5 percent side slope on turnarounds and curves

Amend Section 505.1 Address Numbers, to Read:

505.1 Address Identification. New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 6 inches (152.4 mm) high with a minimum stroke width of 1/2 inch (12.7 mm). Where required by the fire code official, address numbers shall be provided in additional approved locations to facilitate

emergency response. Where access is by means of a private road, buildings do not immediately front a street, and/or the building cannot be viewed from the public way, a monument, pole or other sign with approved 6 inch (152.4 mm) height building numerals or addresses and 4 inch (101.6 mm) height suite/apartment numerals of a color contrasting with the background of the building or other approved means shall be used to identify the structure. Buildings in multi-building complexes must be marked with 12" minimum height numbers. Approved identification shall also be provided on the rear door(s) at any location where access into the building may be difficult to determine.

Address identification shall be maintained.

Exception: R-3 Single Family occupancies shall have approved numerals of a minimum 4 inches (88.9 mm) in height and a color contrasting with the background clearly visible and legible from the street fronting the property.

Amend Section 507.2 Type of water supply, by adding:

Water supply for a major system component as described by the American Water Works Association must provide a continuous and uninterrupted supply of fire protection water through redundancy. Fire mains in excess of 1,000 feet in length or which have more than 3 hydrants affixed shall be looped to a second source of water. All fire mains hereafter constructed shall be a minimum of 8-inch diameter but in all cases shall be of sufficient size to adequately supply the required fire flow.

Add a new section as follows: 510.5.6 Emergency responder communication enhancement system (ERCES) infrastructure:

New buildings or structures shall be required to install, at a minimum, two-inch (2") Electrical Metallic Tubing (EMT) conduit (between floors where applicable) dedicated for potential ERCES use. The conduit will have a breakout box in an equipment room for cables to be pulled. Guide wire will be provided in the conduit (between each floor, where applicable) in the breakout box. Conduit and breakout boxes shall be installed in accordance with NFPA 70. The conduit and breakout box will be labeled "PUBLIC SAFETY USE ONLY!". If it is determined that after all construction is complete that ERCES equipment is required, the conduit will make installation easier and more economical to the building owner. Such ERCES infrastructure shall be provided for the following:

1. New multi-story or multi-level buildings or structures;

2. New single-story buildings or structures totaling 45,000 square feet (4180 m²) or more in size;

3. New buildings or structures containing a basement or other subterranean space totaling 250 square feet (23 m²) in size.

4. Any new building or structure that the fire code official has determined to have been constructed in a manner which may limit, or with materials likely to limit, the ability of emergency response personnel to effectively use emergency radio communication while within that building or structure.

New building or structures containing any underground parking areas will be required to provide the capability for a future rooftop antenna to be installed, if deemed necessary, in addition to the above requirements for ERCES infrastructure.

CHAPTER 9, IFC, Fire Protection Systems

Add to section 901.4 as follows:

901.4.8 Installation: The layout, calculation, and installation of fire protection systems shall be performed by persons knowledgeable and trained in such systems. Only qualified professionals (NICET Level III or higher) or qualified Arizona registrants shall design or modify fire alarm systems or sprinkler systems requiring hydraulic calculation engineered to the standards outlined in Section 903.3.1.1. Contractors are required to possess a current Arizona License from the Register of Contractors to install fire protection systems. The installer shall follow all manufacturer guidelines for installation, inspection and testing. Contractors shall maintain certification when required by the manufacturer.

Add a new subsection as follows:

901.4.7.5 Minimum size: Rooms containing fire pump equipment and fire riser rooms for sprinkler systems installed in accordance with Section 903.3.1.1 shall be a minimum of four feet (121 cm) by four feet (121 cm) in size.

Add a new subsection as follows:

901.4.7.6 Room access: Pump and fire riser rooms shall have a door directly accessible from the exterior of the building.

Amend Section 903 entitled Automatic Sprinkler Systems by adding

903.2 Where Required. Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in Sections 903.2.1 through 903.2.12. In addition to the requirements of the fire and building codes, an approved automatic monitored sprinkler system shall be installed throughout all levels of all new Group A, B, E, F, M, U and S occupancies 5,000 square feet (464m2) or greater and in all buildings over 3 stories in height regardless of the total square footage. Such systems shall be in accordance with the International Fire Code, International Building Code and installed in accordance with NFPA 13, 13D or 13R as specified by the fire code official. Notwithstanding the foregoing, an automatic monitored fire sprinkler system may be installed in any building regardless of floor area.

Amend Section 903.2.1.1 entitled "Fire Protection Systems, Automatic Sprinkler Systems; Where required; Group A-1, to read:

An automatic sprinkler system shall be provided for Group A-1 occupancies where one of the following conditions exists:

1. The fire area exceeds 5,000 square feet (464m2).
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

4. The fire area contains a multi theater complex.

Amend Section 903.2.1.3 entitled "Fire Protection Systems, Automatic Sprinkler Systems; Where required; Group A-3", to read:

An automatic sprinkler system shall be provided for Group A-3 occupancies where one of the following conditions exists:

1. The fire area exceeds 5,000 square feet (464m2).
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

Amend Section 903.2.1.4 entitled "Fire Protection Systems, Automatic Sprinkler Systems; Where required; Group A-4", to read:

An automatic sprinkler system shall be provided for Group A-4 occupancies where one of the following conditions exists:

1. The fire area exceeds 5,000 square feet (464m2).
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

Amend Section 903.2.2 entitled Group B, by adding:

An automatic monitored sprinkler system shall be provided throughout all Group B occupancies where any of the following exist:

1. Where Group B fire area is 5,000 square feet (464m2) and greater, or
2. Fire area is located more than three stories above grade

Amend Section 903.2.3 entitled "Fire Protection Systems, Automatic Sprinkler Systems; Where required; Group E", to read:

An automatic sprinkler system shall be provided for Group E occupancies as follows:

1. Throughout all Group E fire areas greater than 5000 square feet (462m2) in area.
2. The Group E fire area is located on a floor other than a level of exit discharge serving such occupancies.

Exception: An automatic sprinkler system is not required in any area below the lowest level of exit discharge serving that area where every classroom throughout the building has at least one exterior exit door at ground level.

3. The Group E area has an occupant load of 300 or more

Amend Section 903.2.4 entitled "Fire Protection Systems, Automatic Sprinkler Systems; Where required; Group F-1", to read:

An automatic sprinkler system shall be provided throughout all buildings containing Group F-1

occupancy where one of the following conditions exists:

1. A Group F-1 fire area exceeds 5,000 square feet (464m2).
2. A Group F-1 fire area is located more than three stories above grade plan.
3. The combined area of all Group F-1 fire areas on all floors, including any mezzanines, exceeds 5,000 square feet (464m2).
4. A group F-1 occupancy is used to manufacture lithium-ion or lithium metal batteries.
5. A group F-1 occupancy is used to manufacture vehicles, energy storage, or equipment containing lithium-ion or lithium batteries where the batteries are installed during manufacturing process.

Amend Section 903.2.7 entitled "Fire Protection Systems; Automatic Sprinkler Systems; Where required; Group M", to read:

An automatic sprinkler system shall be provided throughout buildings containing Group M occupancy where one of the following conditions exists:

1. A Group M fire area exceeds 5,000 square feet (464m2).
2. A Group M fire area is located more than three stories above grade plane.
3. The combined area of all Group M fire areas on all floors, including any mezzanines, exceeds 5,000 square feet (464m2).

Amend 903.2.8 entitled Group R, to read:

An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area.

Exception: As limited by Arizona Revised Statues

Amend Section 903.2.9 entitled "Fire Protection Systems, Automatic Sprinkler Systems; Where required; Group S-1", to read:

An automatic sprinkler system shall be provided throughout all buildings containing Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 fire area exceeds 5,000 square feet (464m2).
2. A Group S-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds 5,000 square feet.
4. A Group S-1 fire area used for the storage of commercial trucks or buses where the fire area exceeds 5,000 square feet (464 m2).
5. A group S-1 fire area used for the storage of lithium-ion or lithium metal powered vehicles where the fire area exceeds 500 square feet.

Amend Section 903.2.9.1 entitled "Fire Protection Systems, Automatic Sprinkler Systems; Where required; Repair Garages", to read:

An automatic sprinkler system shall be provided throughout all buildings used as repair

garages in accordance with Section 406.8 of the International Building Code, as shown:

1. Buildings having two or more stories above grade plane, including basements, with a fire area containing a repair garage exceeding 5,000 square feet (464m2).
2. Buildings no more than one story above grade plane, with a fire area containing a repair garage exceeding 5,000 square feet (464m2).
3. Buildings with repair garages servicing vehicles parked in basements.
4. A Group S-1 fire area used for the repair of commercial trucks or buses where the fire area exceeds 5,000 square feet (464 m2).
5. A group S-1 fire area used for the storage of lithium-ion or lithium metal powered vehicles where the fire area exceeds 500 square feet.

Amend Section 903.2.10 entitled "Fire Protection Systems, Automatic Sprinkler Systems; Where required; Group S-2 enclosed parking garages", to read:

An automatic sprinkler system shall be provided throughout buildings classified as enclosed parking garages in accordance with Section 406.6 of the International Building Code as follows:

1. Where the fire area of the enclosed parking garage exceeds 5,000 square feet (464m2)
2. Where the enclosed parking garage is located beneath other groups.
   Exception: Enclosed parking garages located beneath Group R-3 occupancies.
3. Where the fire area of open parking garage exceeds 48,000 square feet.

Amend Section 1103.5 Sprinkler systems, deleting section 1103.5.1;

1103.5.1 Group A-2 ~~Where alcoholic beverages are consumed in a Group A-2 occupancy having an occupant load of 300 or more, the fire area containing the Group A-2 occupancy shall be equipped with a n automatic sprinkler system in accordance with section 903.3.1.1.~~

Amend Section 3107 Outdoor Assembly Events, by adding table 3107.3

Outdoor Assembly Events Table 3107.3

Occupant Load	Minimum number of Exits
1-500	2
501-1000	3
1001-1500	4
Each additional 500 Persons	36” of additional exit width for each exit

Amend Section 3107 by adding:
3107.3.3 Exit Width The aggregate clear width of exits shall be a minimum of 36 “width wide for each 500 persons to be accommodated

3107.3.4 Exit Signs Exits shall be identified with signs that read -EXIT – The signs shall be weather resistant with letters on a contrasting background. Lettering shall be of sufficient height and brush stroke to be visible within 100 feet. Placement of the exit signs shall be approved by the fire code official.

3107.3.5 Front Stage Isle/Separation Minimum 10 foot aisle space for front of stage, adequate crowd manager’s during the concert or event to maintain minimum widths. Main isle shall be a minimum of 10 feet in width.

CHAPTER 50, IFC, Hazardous Materials – General Provisions

Amend Section 5004.9 Emergency alarm to read:

An approved manual emergency alarm system shall be provided in buildings, rooms or areas used for storage of hazardous materials. The emergency alarm system shall be designed using the manual fire alarm requirements of the *National Fire Alarm Code,* NFPA
72. Emergency alarm initiating devices shall be installed outside of each interior exit or exit access door of the storage buildings, rooms or areas. Activation of an emergency alarm-initiating device shall sound an audible signal distinctly different than that of the fire alarm signal. Emergency alarm notification devices shall be yellow or amber in color.

APPENDIX D Fire Apparatus Access Roads

Amend Section D102 Required Access to read:

D102.1 Access and loading. Facilities, buildings or portions of buildings hereafter constructed shall be an accessible to fire department apparatus by way of an approved fire apparatus access road with an asphalt, concrete or other approved all-weather driving surface capable of supporting the imposed load of fire apparatus weighing at least 80,000 pounds.

Amend Section D107 Exception 1. to read:

1. Where there are ~~more than~~ 31 to 50 dwelling units on a single public or private fire apparatus access road and all dwelling units are equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, 903.3.1.2, or 903.3.1.3, access from two directions shall not be required. 51 or more dwelling units will require two separate and approved fire access roads regardless of automatic sprinkler system installation.

CHECK W/ STACY SALZBERG

CHAPTER 1, IWUIC, ADMINISTRATION

Amend Section 101.2 Scope. By adding:

When determining which conditions constitute a distinct danger to life or property, the Code Official may be guided by industry standards, individual site conditions, hazard ratings, risk assessments, basal area calculations, and/or tree densities determined to be effective in identifying and mitigating fire danger and/or protecting property.

In coordination with the Community Development Department, the provisions of this code shall be applied to all future developments to make properties FireWise prior to the application of resource protection standards found in the Land Development Code.

Amend Section 101.3, Objective, to read:

The unrestricted use of property in wildland-urban interface areas is a potential threat to life and property from fire, economic, and resulting environmental impacts. (Remainder unchanged)

Amend Section 102.1, Powers and Duties of the Code Official, by deleting the sentence:

"For such purposes, the code official shall have the powers of a law enforcement officer."

Amend Section 106.1, General, by deleting the sentence:

"When such plans are not prepared by an architect or engineer, the code official may require the applicant submitting such plans or other data to demonstrate that state law does not require that the plans be prepared by a licensed architect or engineer."

CHAPTER 2, IUWIC, DEFINITIONS

Amend Section 202, Definitions, by adding the following definitions:

FIRE RESISTIVE VEGETATION is those plants that burn at a relatively low intensity, slow rates of spread, and with short flame lengths. Characteristics include:

1. Growth with little or no accumulation of dead vegetation (either on the ground or standing upright)

2. Non-resinous plants (ex: flowers or aspen trees)

3. Low volume of total vegetation (ex: grass vs. brush)

4. Plants with high live fuel moisture (large amount of water in relation to their dry weight)

5. Drought tolerant plants

6. Stands without ladder fuels (plants without small, fine branches and limbs or adjacent shorter plants that create a ready-avenue for fire to move upward from the ground to the top of the vegetation)

7. Plants requiring little maintenance

8. Plants with woody stems and branches that require prolonged heating to ignite

FOREST STEWARDSHIP PLAN is a comprehensive land-management plan that includes all lands within the city boundary, as well as any parcels or areas served by an emergency response/suppression contract.

HAZARDOUS FUELS are weeds, grass, needles, straw, brush, trees, vines, wood chips, firewood, or other vegetation – living or dead – that a) if ignited, will present a risk to life or property, or b) if left in it's current or natural state, will create an impediment to access, pose a threat to improvements, infrastructure, or public safety, or may cause a fire to ignite.

VEGETATION MANAGEMENT is a plan or operational activity, described below, that is undertaken by property owners at their own discretion or directed/approved by the Code Official designed or required to reduce wildfire threat, promote environmental sustainability, public welfare, and/or community well-being.

1. Debris Disposal – Removal of cut, dead, dying, and/or downed vegetation or other combustible materials, including flammable landscaping plants.

2. Marking – Designating trees or other vegetation, by location, paint, flagging, or other identification system, that are to be either removed or retained.

3. Prescribed Fire – The planned use of fire under specific environmental conditions to achieve forest management or community protection objectives. Used to reduce hazardous fuel levels, control unwanted vegetation, recycle nutrients, favor desired vegetation, and improve visibility and wildlife habitat.

4. Selective Tree Thinning – The periodic removal of individual trees or groups of trees to reduce threat of wildfire, improve individual tree vigor and forest health, or achieve other desired objectives.

CHAPTER 3, IWUIC, WILDLAND-URBAN INTERFACE AREAS

Amend Section 301.1 Scope. To read:

The provisions of this chapter provide methodology to establish and record wildland-urban interface areas based on the following findings of fact: high temperatures, low relative humidity, breezy/windy conditions, low fuel moistures, weather-related ignition potential, human-related ignition potential, historical fire data, natural fire-adapted ecosystem, ember lofting and carrying potential, tree densities, crown closure, ladder fuels, surface fuels, and other fire risk factors.

CHAPTER 5, IWUIC, SPECIAL BUILDING CONSTRUCTION REGULATIONS

Amend Table 502.1 Fire Hazard Severity. To read:

TABLE 502.1

FIRE HAZARD SEVERITY

FUEL MODEL[b]	CRITICAL FIRE WEATHER FREQUENCY								
	≤ 1 Daya			2 to 7 daysa			≥ 8 daysa		
	Slope (%)			Slope (%)			Slope (%)		
	≤ 10	11-20	≥ 30	≤ 10	11-20	≥ 30	10	11-29	≥ 3
Light fuel	M	M	M	M	M	M	M	M	H
Medium fuel	M	M	H	H	H	H	M	H	E
Heavy fuel	H	H	H	H	E	E	H	E	E

[a] Days per annum

[b] When required by the code official, fuel classification shall be based on the historical fuel type for th area.

E = Extreme hazard.

H = High hazard.

M = Moderate hazard.

Amend Section 504.2, Roof Covering, as follows:

Roofs shall have a non-combustible roof covering. For roof coverings where the profile allows a space between the roof covering and roof decking, the space at the eave ends shall be firestopped to preclude entry of flames or embers.

Amend Section 504.3, Protection of Eaves, to read as follows:

Eaves and soffits shall be protected on the exposed underside by materials approved as non-combustible or heavy timber/log construction.

Amend Section 504.5, Exterior Walls, to read as follows:

Exterior walls of buildings or structures shall be constructed with approved materials having a minimum Class A Flame Spread Rating or heavy timber/log construction.

Amend Section 504.6, Unenclosed Underfloor Protection by deleting:

Exception: Complete enclosure may be omitted where the underside of all exposed floors and all exposed structural columns, beams and supporting walls are protected as required for exterior 1-hour fire-resistance-rated construction or heavy timber construction.

Amend Section 504.7, Appendages and Projections, to read:

Unenclosed accessory structures with habitable spaces and projections, such as decks, shall be constructed with approved noncombustible or limited-combustible materials or heavy timber/log construction. Approved noncombustible or limited-combustible materials shall be those approved by the Flagstaff Fire Department as a result of approved fire tests.

Amend Section 504.10, Vents, by changing 1/4 inch to 1/8 inch.

Amend Section 504.10 Vents, by adding:

Exception: Vents installed with compliant mesh and located on fascia or soffits as far from the exterior wall as practical and as approved by the Code Official. Vent size may exceed 144 square inches (0.0929 m^2) when approved by the Code Official.

Amend Section 504.11, Detached Accessory Structures, by deleting:

When the detached structure is located and constructed so that the structure or any portion thereof projects over a descending slope surface greater than 10 percent, the area below the structure shall have all underfloor areas enclosed to within 6 inches (152 mm) of the ground, with exterior wall construction in accordance with Section 504.5 or underfloor protection in accordance with Section 504.6.

Exception: The enclosure may be omitted where the underside of all exposed floors and all exposed structural columns, beams and supporting walls are protected as

required for exterior 1-hour fire-resistance-rate construction or heavy-timber construction.

Amend Section 505.2, Roof Covering, to read:

Roofs shall have a non-combustible roof covering. For roof coverings where the profile allows a space between the roof covering and roof decking, the space at the eave ends shall be firestopped to preclude entry of flames or embers.

Amend Section 505.3, Protection of Eaves, to read as follows:

Combustible eaves, fascias, and soffits shall be enclosed with solid material with a minimum thickness of 1/2 inch.

Amend Section 505.5, Exterior Walls, to read as follows:

Exterior walls of buildings or structures shall be constructed with approved materials having a minimum Class B Flame Spread Rating or heavy timber/log construction.

Exception: Exterior walls protected with a non-combustible wainscoting extending a minimum 4 feet above adjoining grades, or fire resistive vegetation/landscaping provided for a distance of a minimum of 30 feet adjoining the wall.

Amend Section 505.6, Unenclosed Underfloor Protection, by deleting:

Exception: Complete enclosure may be omitted where the underside of all exposed floors and all exposed structural columns, beams and supporting walls are protected as required for exterior 1-hour fire-resistance-rated construction or heavy timber construction.

Amend Section 505.7, Appendages and Projections, to read as follows:

Unenclosed accessory structures with habitable spaces and projections, such as decks, shall be constructed with approved noncombustible or limited-combustible materials or heavy timber/log construction. Approved noncombustible or limited-combustible materials shall be those approved by the Flagstaff Fire Department as a result of approved fire tests.

Amend Section 505.10, Vents, by changing 1/4 inch to 1/8 inch.

Amend Section 505.10, Vents, by adding:

> Exception: Vents installed with compliant mesh and located on fascia or soffits as far from the exterior wall as practical and as approved by the Code Official. Vent size may exceed 144 square inches (0.0929 m^2) when approved by the Code Official.

Amend Section 505.11, Detached Accessory Structures, by deleting:

> When the detached structure is located and constructed so that the structure or any portion thereof projects over a descending slope surface greater than 10 percent, the area below the structure shall have all underfloor areas enclosed to within 6 inches (152 mm) of the ground, with exterior wall construction in accordance with Section 504.5 or underfloor protection in accordance with Section 504.6.
>
> Exception: The enclosure may be omitted where the underside of all exposed floors and all exposed structural columns, beams and supporting walls are protected as required for exterior 1-hour fire-resistance-rate construction or heavy-timber construction.

Amend Section 506.2, Roof Covering, to read:

> Roofs shall have a non-combustible roof covering. For roof coverings where the profile allows a space between the roof covering and roof decking, the space at the eave ends shall be firestopped to preclude entry of flames or embers.

Amend Section 506.3, Unenclosed Underfloor Protection, by deleting:

> Exception: Complete enclosure may be omitted where the underside of all exposed floors and all exposed structural columns, beams and supporting walls are protected as required for exterior 1-hour fire-resistance-rated construction or heavy timber construction.

Amend Section 506.4, Vents, by changing 1/4 inch to 1/8 inch.

Amend Section 506.4, Vents, by adding:

Fireworks issued under permit by the Fire Department will be prohibited in the wildland-urban interface by the Code Official during periods of Very High or greater fire danger as determined by the Coconino National Forest.

Amend Section A104.7.1 Outdoor fires, Exception, to read:

Exception: Outdoor fires within inhabited premises or designated campsites where such fires are in a permanent barbecue, portable barbecue, outdoor fireplace, incinerator, grill, or any other outdoor fire appliance listed for such purposes and are a minimum of 15 feet (9144 mm) from any combustible material or non fire-resistive vegetation.

Amend Section A107.3, Fuel Modification area, by deleting:

Of not less than 30 feet (9144 mm).

Amend Section A107.4, Trees, to read:

Hazard trees, as determined by the Code Official, shall be removed.

Portions of trees that extend to within 30 feet (9144 mm) of combustible portions of water storage and pumping facilities shall be removed unless permitted to remain under a vegetation management plan approved by the Code Official.

Tree crowns within the defensible space shall be pruned to remove limbs located less than 6 feet (1829) mm) or one-third of the canopy height above the ground surface adjacent to the trees.

Portions of trees that extend within 10 feet (3048 mm) of the outlet of a chimney shall be pruned to maintain a minimum horizontal clearance of 10 feet (3048 mm).

APPENDIX B, IWUIC, VEGETATION MANAGEMENT PLAN

Amend Section B101.2, Plan content, to read:

Vegetation management plans shall describe all action that will be taken to prevent a surface fire from extending vertically and a canopy or crown fire from extending across a piece of property. Vegetation management practices shall be maintained

regularly or at least annually. A vegetation management plan shall include at least the following information:

1. A copy of the site plan.

2. Methods and timetables for controlling, changing or modifying areas on the property. Elements of the plan shall include fuel reduction to include removal of slash, snags, vegetation that may grow into overhead electrical lines, other ground fuels, ladder fuels and dead trees, and the thinning of live trees.

3. Methods to be used to provide for ecosystem sustainability, specifically methods to provide for age and size class distribution over the areas of the property.

4. A plan for maintaining the proposed fire protection measures.

APPENDIX C, IWUIC, FIRE HAZARD SEVERITY FORM

Amend Appendix C, Fire Hazard Severity Form, to read:

Vents shall be installed with compliant mesh and located on fascia or soffits as far from the exterior wall as practical and as approved by the Code Official.

Amend Section 507.1, General, to read:

The roof covering on buildings or structures in existence prior to the adoption of this code that are replaced or have more than a 10 foot by 10 foot section replaced in a 12-month period shall be replaced with a roof covering required for new construction based on the type of ignition-resistant construction specified in accordance with Section 503.

CHAPTER 6, IWUIC, FIRE PROTECTION REQUIREMENTS

Amend Section 603.2, Fuel Modification, to read:

Defensible space shall be required on new structures and subdivisions within the Wildland-Urban Interface containing a moderate, high or extreme fire danger rating.

In order to qualify as a conforming defensible space for the purposes of this code, fuel modification shall be provided for an entire property or development as prescribed by a vegetation management plan approved by the Code Official using best management practices and industry standards. When approving a vegetation management plan, the Code Official may be guided by individual site conditions, hazard ratings, risk assessments, basal area calculations, and/or tree densities determined to be effective in identifying and mitigating fire danger and/or protecting property.

Persons owning, leasing, controlling, operating or maintaining buildings, structures, or property requiring defensible spaces are responsible for modifying or removing non-fire-resistive vegetation on the property owned, leased or controlled by said person.

Amend Section 604.4, Trees, to read:

Trees adjacent to any structure shall be allowed to remain in place when in conformity to the approved vegetation management plan. Tree crowns shall be required to be pruned to remove limbs located less than 6 feet (1829 mm) above the

ground surface or no more than one-third of the live crown when required by the vegetation management plan.

Portions of tree crowns that extend within 10 feet (3048 mm) of the outlet of a chimney shall be pruned to maintain a minimum horizontal clearance of 10 feet (3048 mm). At no time may tree crowns or limbs extend into the vertical plane of a chimney outlet. Tree limbs shall not touch roof coverings at any time.

Deadwood and litter shall be regularly removed from trees and the surrounding area.

Hazard trees, as determined by the Code Official, shall be removed. When determining hazard trees, the Code Official may be guided by industry standards, individual site conditions, hazard ratings, risk assessments, basal area calculations, and/or tree densities determined to be effective in identifying and mitigating fire danger and/or protecting property. Trees that are in such a position that they may fall endangering life or property are determined to be hazard trees.

APPENDIX A, IWUIC, GENERAL REQUIREMENTS

Delete Section A103.4, Use of Motorcycles, Motor Scooters, Ultra Light Aircraft and Motor Vehicles.

Amend Section A104.4, Smoking, by adding the following sentence:

Smoking may be prohibited in the wildland-urban interface by the Code Official during periods of Very High or greater fire danger as determined by the Coconino National Forest.

Amend Section A104.5 Equipment and devices generating heat, sparks or open flames, by adding:

Equipment and devices generating heat, sparks or open flames may be prohibited in the wildland-urban interface by the Code Official during periods of Very High or greater fire danger as determined by the Coconino National Forest.

Amend Section A104.6, Fireworks, by adding:

APPENDIX C – 1 (NEIGHBORHOOD)

FLAGSTAFF FIRE DEPARTMENT

WILDLAND FIRE HAZARD SEVERITY ASSESSMENT FORM

Building Construction Requirements

*For Use on non-developed Properties **following** Hazard Fuel (Defensible Space) Work*
**** When utilized, replaces Table 502.1 ****

Name:_____

Address:_____ Date:_____

Assessor:_____ Phone:_____

Element	Points	Score	Comments
A. Means of Access			
1. Ingress and Egress			
a. Two or more roads in/out	0		
b. One road in/out	7		
2. Road Width			
a. greater/equal to 24 feet	0		
b. greater/equal to 20 feet & less than 24 feet	2		
c. less than 20 feet	7		
3. All-season road condition			
a. Surfaced road, grade less than 5%	0		
b. Surfaced road, grade greater than 5%	2		
c. Non-surfaced road, grade less than 5%	5		
d. Non-surfaced road, grade greater than 5%	7		
e. Other than all-season	10		
B. Topography – within 300 feet of property center-point			
1. Slope less than 5%	1		
2. Slope 6% to 19%	4		
3. Slope greater than 20%	10		
C. Water Source Availability			
1. Conforming	0		
2. Nonconforming	10		

Total for HOME | 0

RESULTS

Construction Requirements	Total Points
Ignition Resistant Construction (IR) 3	Less than 20
Ignition Resistant Construction (IR) 2	21-29
Ignition Resistant Construction (IR) 1	Greater than 30

Remarks:_____

MORE ABOUT PROPERTY MAINTENANCE (INDIVIDUAL HOMES & LOTS

APPENDIX C – 2

FLAGSTAFF FIRE DEPARTMENT

WILDLAND FIRE HAZARD SEVERITY ASSESSMENT FORM

Property Maintenance

Name:_____

Address:_____ Date:_____

Assessor:_____ Phone:_____

PROPERTY	Points	Score	Comments
A. Vegetation –Predominate over entire property			
1. **Light** (grasses, forbs, scattered brush, etc.)	5		
2. **Medium** (brush, open pine stands, limited ladder fuels)	10		
3. **Heavy** (dense brush/timber, abundant ladder fuels and/or downed/dead material	20		
B. Additional Rating Factors (rate all that apply)	N Y		
1. Topographical features that adversely affect wildland fire behavior (*chimneys, steep slopes, etc.)*	0 5		
2 Area has history or evidence of high fire occurrence (*campfires, children, arson, etc)*	0 5		
3. Non-conforming water supply	0 5		
Total for PROPERTY	0		

STRUCTURE			
A. Driveway Access			
1. Length			
a. Less than/equal to 100 feet with turnaround or park on/work from street	0		
b. Greater than 100 feet with turnaround	2		
c. Less than/equal to 100 feet with no turnaround or unable to park on/work from street	5		
d. Greater than 100 feet with no turnaround	7		
2. Width: *as influenced by cut-bank, vegetation, drop-off, etc.*			
a. Greater than 20 ft. or able to park on street/not block access	0		
b. Less than 19 ft., or unable to park on street/not block access	10		
B. Roof Covering			
1. Non-combustible	0		
2. Combustible	20		
C. Building Construction			
1. Materials (predominate)			
a. Non-combustible siding, eaves, deck, or ground fire unable to contact structure	0		
b. Fire-resistive siding and deck or ground fire likely to contact structure	3		
c. Combustible siding and deck or ground fire likely to contact structure	10		
2. Location: *Building setback relative to slopes of 30% or more*			
a. No such slope present	0		
b. Greater/equal to 50 feet	2		
c. Less than 50 feet	5		
D. Additional Rating Factors (rate all that apply)	N Y		
1. Fire-prone landscaping with 50 ft. of structure	0 5		
2. Flammable materials stored under deck or adjacent to structure	0 5		
3. Needles/leaves accumulated on roof	0 5		
Total for STRUCTURE	0		

INDIVIDUAL HAZARD TREE(S)			
A. Healthy and Safety (rate all that apply)			
1. Dead or dying	1		
2. Damaged	1		
3 Adjacent to street/road, structure, fence, wires, yard, etc.	1		
4. Interfering with electrical wires, visibility, etc.	1		
Total for INDIVIDUAL HAZARD TREES	0		

RESULTS

	Property	Structure	Individual Hazard Tree(s)
No Action Needed:	5 or less	5 or less	0
Action Recommended:	6 – 13	6 – 29	1
Action Required (*Sec 107*)	14 or more	30 or more	2 or more

Remarks:_____

The following provisions shall have the effect of either amending, adding to, or deleting from the International Wildland Urban Interface Code, 2024 Edition:

Add this to section 101.2 Scope: When determining which conditions constitute a distinct danger to life or property, the Code Official may be guided by industry standards, individual site conditions, hazard ratings, risk assessments, basal area calculations, and/or tree densities determined to be effective in identifying and mitigating fire danger and/or protecting property.
In coordination with the Community Development Department, the provisions of this code shall be applied to all future developments to make properties Fire Adapted prior to the application of resource protection standards found in the Land Development Code.

Amend 101.2.1 Appendices by adding:
The following Appendices are hereby adopted as part of the IWUIC:

APPENDIX A – General Requirements

Amend 101.3 Purpose to read: The purpose of this code is to establish minimum regulations for the safeguarding of life and for property protection.
Regulations in this code are intended to mitigate the risk to life and structures from intrusion of fire from wildland fire exposures and fire exposures from adjacent structures and to mitigate structure fires from spreading to wildland fuels. The extent of this regulation is intended to be tiered commensurate with the relative level of hazard present.

The unrestricted use of property in wildland-urban interface areas is a potential threat to life and property from fire, economic, and resulting environmental impacts. Safeguards to prevent the occurrence of fires and to provide adequate fire protection facilities to control the spread of fire in *wildland-urban interface areas* shall be in accordance with this code.

This code shall supplement the jurisdiction's building and fire codes, if such codes have been adopted, to provide for special regulations to mitigate the fire- and life-safety hazards of the *wildland-urban interface areas*.

Amend 106.4 Vegetation management plans to read: Where utilized by the permit applicant pursuant to Section 502 forest stewardship plans shall be prepared and shall be submitted to the *code official* for review and approval as part of the plans required for a permit.

Insert to SECTION 202—DEFINITIONS:

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FIRE RESISTIVE VEGETATION is those plants that burn at a relatively low intensity, slow rates of spread, and with short flame lengths. Characteristics include:

1. Growth with little or no accumulation of dead vegetation (either on the ground or standing upright)
2. Non-resinous plants (ex: flowers or aspen trees)
3. Low volume of total vegetation (ex: grass vs. brush)
4. Plants with high live fuel moisture (large amount of water in relation to their

   dry weight)
5. Drought tolerant plants
6. Stands without ladder fuels (plants without small, fine branches and limbs or adjacent shorter plants that create a ready-avenue for fire to move upward from the ground to the top of the vegetation)
7. Plants requiring little maintenance
8. Plants with woody stems and branches that require prolonged heating to ignite

FOREST MANAGEMENT PLAN is a comprehensive management plan that is applied to all lands within the city boundary, as well as any parcels or areas served by an emergency response/suppression contract.

FOREST STEWARDSHIP PLAN applies to subdivisions, multi-family residential, commercial, and industrial development both inside and outside the Resource Protection Overlay. It does not apply to individual hazard tree removal or individual single family residential parcels. Specific determination of need will be made by Staff.

• Forest Stewardship Plan must include both narrative and descriptive maps documenting how existing forest conditions will be modified to align with the desired conditions and tree density as stated in the Forest Management Plan.

• The Forest Stewardship Plan is in addition to the Flagstaff Zoning Code standards.

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• If a parcel falls within the Resource Protection Overlay, a Forest Stewardship Plan must be reviewed and approved prior to the submittal of the Natural Resource Protection Plan that aligns with the Resource Protection Standards (10-50.90).

The Forest Stewardship Plan template is available on the Flagstaff Fire Department Wildland Fire Management website.

HAZARDOUS FUELS are weeds, grass, needles, straw, brush, trees, vines, wood chips, firewood, or other vegetation - living or dead - that a) if ignited, will present a risk to life or property, or b) if left in its current or natural state, will create an impediment to access, pose a threat to improvements, infrastructure, or public safety, or may cause a fire to ignite.

VEGETATION MANAGEMENT is a plan or operational activity, described below, that is undertaken by property owners at their own discretion or directed/approved by the Code Official designed or required to reduce wildfire threat, promote environmental sustainability, public welfare, and/or community well-being.

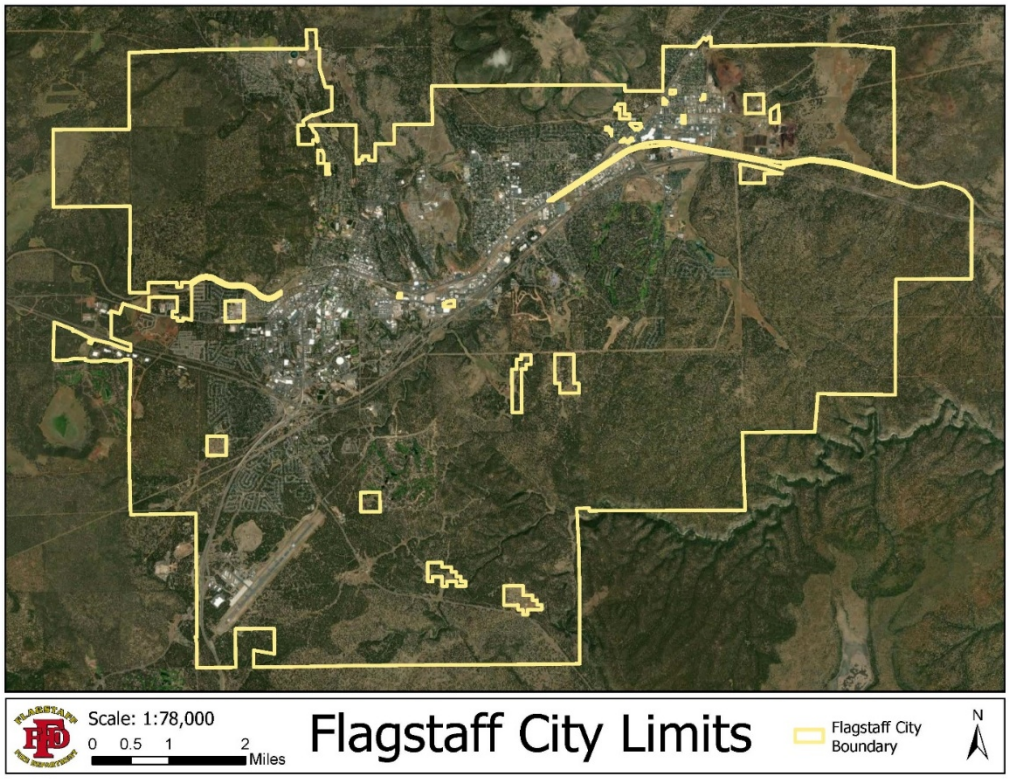
1. **Debris Disposal** - Removal of cut, dead, dying, and/or downed vegetation or other combustible materials, including flammable landscaping plants.
2. **Marking** - Designating trees or other vegetation, by location, paint, flagging, or other identification system, that are to be either removed or retained.
3. **Prescribed Fire** - The planned use of fire under specific environmental conditions to achieve forest management or community protection objectives. Used to reduce hazardous fuel levels, control unwanted vegetation, recycle nutrients, favor desired vegetation, and improve visibility and wildlife habitat.
4. **Selective Tree Thinning** - The periodic removal of individual trees or groups of trees to reduce threat of wildfire, improve individual tree vigor and forest health, or achieve other desired objectives.

Amend 301.1 Scope to read: The provisions of this chapter provide methodology to establish and record *wildland-urban interface areas* based on the findings of fact: high temperatures, low relative humidity, breezy/windy conditions, low fuel moistures, weather-related ignition potential, human-related ignition potential, historical fire data, natural fire adapted ecosystem, ember lofting and carrying potential, tree densities, crown closure, ladder fuels, surface fuels, and other fire risk factors.

Amend 302.3 Review of wildland-urban interface areas to read:

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All land within the Flagstaff City Limits is considered Wildland Urban Interface.



Section 4 WILDLAND-URBAN INTERFACE AREA REQUIREMENTS

Delete: User notes:

About this chapter: *Chapter 4 provides requirements that apply to all occupancies in the wildland-urban interface and pertain to all the following:*

1. Fire service access to the property that is to be protected, including fire apparatus access roads and off-road driveways.

2. Premises identification.

3. Key boxes to provide ready access to properties secured by gated roadways or other impediments to rapid fire service access.

4. Fire protection water supplies, including adequate water sources, pumper apparatus drafting sites, fire hydrant systems and system reliability.

5. Fire department access to equipment such as fire suppression equipment and fire hydrants.

6. Fire protection plans.

Amend 402.2.2 Water supply to read: Individual structures hereafter constructed or relocated into or within *wildland-urban interface areas* shall be provided with a conforming water supply in accordance with Section 404.

Exceptions:

Buildings containing only private garages, carports, sheds and agricultural buildings with a floor area of not more than 600 square feet (56 m2).

Delete Section 5 and replace with:

SECTION 501—GENERAL

501.1 Scope. Buildings and structures shall be constructed in accordance with the *International Residential Code and International Building Code* and this code.

Exceptions:

1. Accessory structures not exceeding 120 square feet (11 m2) in floor area where located greater than or equal to 50 feet from buildings containing habitable spaces.

2. Agricultural buildings greater than or equal to 50 feet from buildings containing habitable spaces.

501.2 Objective. The objective of this chapter is to establish minimum standards to locate, design and construct buildings and structures or portions thereof for the protection of life and property, to resist damage from wildfires, and to mitigate building and structure fires from spreading to wildland fuels. The minimum standards set forth in this chapter vary with the critical *fire weather*, slope and fuel type to provide increased protection, above the requirements set forth in the *International Building Code*, from the various levels of hazards.

501.3 Fire-resistance-rated construction. Where this code requires 1-hour *fire-resistance-rated construction*, the fire-resistance rating of building elements, components or assemblies shall be determined in accordance with the test procedures set forth in ASTM E119 or UL 263.

Exceptions:

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1. The fire-resistance rating of building elements, components or assemblies based on the prescriptive designs prescribed in Section 721 of the *International Building Code*.

2. The fire-resistance rating of building elements, components or assemblies based on the calculation procedures in accordance with Section 722 of the *International Building Code*.

SECTION 503 NON-COMBUSTIBLE CONSTRUCTION AND MATERIAL

503.1 General. Buildings and structures hereafter constructed, modified or relocated into the City of Flagstaff, shall meet the construction requirements in accordance with Section 503.2 and 504.

503.2.1 Noncombustible material. Material shall comply with the definition of *noncombustible* materials in Section 202.

SECTION 504 EXTERIOR CONSTRUCTION

504.2 Roof assembly. Roofs shall have a *roof assembly* that complies with a Class A rating when tested in accordance with ASTM E108 or UL 790. For *roof assemblies* where the profile allows a space between the *roof covering* and *roof deck*, the space at the eave ends shall be fire stopped to preclude entry of flames or embers or have one layer of 72-pound (32.4 kg) mineral-surfaced, nonperforated cap sheet complying with ASTM D3909 installed over the combustible *roof deck*.

Class A rated roof covering types include, but are not limited to:

- Cement shingles or sheets.
- Exposed concrete slab roof.
- Ferrous or copper shingles or sheets.
- Slate shingles.
- Clay or concrete roofing tile.

  o Where provided, barrel tile or corrugated roof coverings shall include noncombustible bird stops at the eave ends to prevent the entry of embers and debris.

- The use of wood shake, wood shingle, or any wood roof covering material regardless of test rating are not permitted.

504.2.1 Roof valleys. Where provided, valley flashings shall be not less than 0.019 inch (0.48 mm) (No. 26 galvanized sheet gage) corrosion-resistant metal installed

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over a minimum 36-inch-wide (914 mm) underlayment consisting of one layer of 72-pound (32.4 kg) mineral-surfaced, nonperforated cap sheet complying with ASTM D3909 running the full length of the valley.

504.3 Protection of eaves. Eaves shall be enclosed or protected on the exposed underside using noncombustible materials.

504.4 Gutters and downspouts. Gutters and downspouts shall be constructed of *noncombustible* (metal) material. Gutters shall be covered with a noncombustible material to prevent the accumulation of leaves and debris in the gutter.

504.5 Exterior walls. Exterior walls of buildings or structures shall be constructed with:

1. *Approved noncombustible* materials. (e.g., metal, fibercement, masonry veneer, stucco, brick, concrete).

    • Where provided, all shutters (e.g., decorative and operable) shall be made of noncombustible material.

    • Note: Combustible wall cover material (e.g., wood shake, wood shingle, or any other wood siding material including ignition-resistant treatments and coatings) by construction or assembly are not permitted.

3. Heavy timber or *log wall construction may be permitted for projects based on Fire Code Official approval and Community Development review.*

504.5.1 Flashing. A minimum of 6 inches (152 mm) of metal flashing or noncombustible material applied vertically on the exterior of the wall shall be installed at the ground, decking and roof intersections where any non-combustible-gaps may occur.

504.6 Underfloor enclosure. Buildings or structures shall have underfloor areas enclosed to the ground with exterior walls in accordance with Section 504.5 with noncombustible corrosion-resistant mesh not to exceed 1/8-inch in diameter covering any openings.

Exception: Complete enclosure shall not be required where underfloor areas are elevated more than 4 feet above the ground. In such a case, columns and supporting walls must either be non-combustible or covered with non-combustible material.

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504.7 Appendages, projections, attached patios, decks, and overhead structures (e.g., Covered Porches, Pergolas, Carports, and Gazebos). Unenclosed accessory structures attached to buildings with habitable spaces and projections, such as decks, shall be constructed in accordance with one of the following methods:

1. All the components including posts, joists, railings, stairs, and walking surfaces are constructed with noncombustible materials.

2. Deck walking surfaces constructed with a solid (no gaps), noncombustible material such as metal or light-weight concrete; railings within 5 feet of the home constructed of a noncombustible material, including where railings attach to the home; and deck posts with a minimum of 6 vertical inches of noncombustible material at grade.

Staircases 4 feet in width or less that attach to a deck and are open underneath, shall meet one of the following requirements:

- Open risers (no solid risers)

  • shall have a minimum of 6 vertical inches of the bottom of stairs made from noncombustible material.

  • Stair treads should be a solid (no gaps), noncombustible material, such as metal or light-weight concrete.

- Closed risers

  • shall have a minimum of 6 vertical inches of the bottom of stairs made from noncombustible material.

  • Stair treads and risers should be a solid (no gaps), noncombustible material, such as metal or light-weight concrete.

    - Staircases wider than 4 feet that attach to a deck, the staircase shall be cleared underneath and enclosed with a noncombustible corrosion-resistant mesh with openings not to exceed 1/8-inch in diameter and meet the following requirements:

3: Retrofits

o Deck Walking Surfaces shall be constructed with a solid, noncombustible material (e.g., metal or lightweight concrete) with no gaps.

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o Deck Railings within 5 feet of the home shall be constructed with noncombustible material, including where they attach to the home.

o Deck posts shall have a minimum of 6-inches of noncombustible material (e.g., metal flashing or fibercement board) applied vertically to the base.

o Stairs Attached to a Deck shall meet one the following requirements:

- Stairs Less than 4 Feet Wide and Open Underneath:

  o A minimum of 6-inches of noncombustible material (e.g., metal flashing or fiber-cement) shall be applied vertically at the exterior base, measured from the ground at grade.

  o Stair treads shall be a solid (no gaps) and made of noncombustible material (e.g., metal or lightweight concrete).

  o Exception: If stairs are constructed with closed risers, they shall also be solid (no gaps) and made of noncombustible material.

- Stairs Wider Than 4 Feet:

  o The area underneath shall be enclosed with noncombustible, corrosion-resistant mesh with openings not to exceed 1/8-inch in diameter.

  o A minimum of 6-inches of noncombustible material (e.g., metal flashing or fiber-cement) shall be applied vertically at the exterior base, measured from the ground at grade.

  o Stairs shall have closed risers. Stair treads and risers shall be a solid, and made of noncombustible material (e.g., metal or light-weight concrete) with no gaps.

• **Roof Covering** – Shall meet one of the following requirements:

o A solid roof covering material with a Class A rating when tested in accordance with ASTM E108 or UL 790, or

o Constructed of combustible slats (e.g., pergola) that cover no more than 15% of the total surface area.

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• **Setback** – A detached combustible overhead structure (e.g., pergola and gazebo) on an attached deck shall be at least 10 feet from all exterior walls of the home.

o *Exception:* An overhead structure constructed entirely of noncombustible materials is permitted with no setback requirement.

• **Posts** – exterior surface of the post must be non-combustible

• **Other** – Shall be free of any vegetation, curtains, drapes, and shade screens.

o *Exception:* Shade screens that retract into noncombustible housing are permitted.

• **Carports and Garages** – Must have noncombustible wall covering material and the 0–5 Foot Noncombustible Zone under and around the structure.

o An open carport with exposed combustible interior wall covering (e.g., wood), shall be enclosed.

• **6-inch Vertical Noncombustible Clearance** – Shall have noncombustible covering material for all posts, supporting walls, and stairs measured from the ground at grade.

• **Lattice and Mesh** – Must be noncombustible material (e.g., metal). Where noncombustible corrosion-resistant metal mesh is provided, the mesh shall be installed on the outside of the lattice.

o *Exception:* An open outdoor living area under the deck shall meet the same requirements (see “Top of walking surfaces” above).

• Additionally, decks with a walking surface of 4 feet or less above the ground, shall be enclosed with the following:

o When measured from the walking surface to the ground, the underdeck area with this height or less shall be enclosed with noncombustible, corrosion-resistant mesh. The mesh openings shall not exceed 1/8-inch in diameter and shall fully enclose the outer edge of the deck from the walking surface to the ground. This enclosure is required to reduce debris accumulation and limit ember intrusion beneath the deck.

Detached Decks and Overhead Structures (e.g., Covered Porches, Pergolas, Carports, and Gazebos) Where provided, detached decks and overhead structures within 10 feet of the home shall meet the same requirements as attached decks

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504.7.1 Underfloor areas. Where the attached structure is located and constructed so that the structure or any portion there of projects over a descending slope surface greater than 10 percent, the area below the structure shall have underfloor areas enclosed with exterior wall construction in accordance with Section 504.5.

504.8 Exterior glazing. ***Exterior Glass (Windows, Skylights, and Glazed Openings within Doors)***

All exterior windows, skylights, and glazed openings within doors shall comply with one of the following requirements:

• Multipaned glass with at least two tempered panes.

• Glass with a minimum of 20-minutes fire-resistance rating when tested in accordance with NFPA 257.

• Glass blocks (windows only).

• Operable skylights shall be protected by a noncombustible mesh screen where mesh openings shall not exceed 1/8-inch in diameter

- All retrofit/replacement windows must comply

504.9 Exterior doors. All exterior doors shall comply with one of the following requirements:

• Exterior doors shall be approved noncombustible construction, or solid-core wood not less than 1-¾ inches thick (44 mm). The exterior doors shall be constructed with noncombustible threshold. Windows within doors and glazed doors shall be in accordance with this standard's exterior glass requirements (see 3.1.5 Exterior Glass).

• Exterior door assembly shall have a fire-resistance rating of not less than 20-minutes when tested according to NFPA 252.

• Doors made of combustible material (e.g. non-solid core wood doors) are permissible provided a noncombustible exterior storm door is installed as the outermost door.

504.10 Vents. Where provided, ventilation openings for enclosed attics, gable ends, ridge ends, under eaves and cornices, enclosed eave soffit spaces, enclosed rafter spaces formed where ceilings are applied directly to the underside of roof rafters, underfloor ventilation, foundations and crawl spaces, or any other opening

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intended to permit ventilation, either in a horizontal or vertical surface, shall meet one of the following requirement options:

• **Performance-based Option** – Corrosion-resistant vents installed, conforming with the following ASTM E2886 test requirements for flame- and ember-resistance:

o No flaming ignition of the cotton material during the Ember Intrusion Test.

o No flaming ignition during the Integrity Test portion of the Flame Intrusion Test.

o Temperature of the unexposed side of the vent does not exceed 662°F.

o *Note:* Joints around such vents shall be sealed with sealants in accordance with vent manufacturer installation instructions to avoid ember and flame intrusion through the joints.

• **Prescriptive Option** – Vents shall be covered with a noncombustible, corrosion-resistant mesh with openings not to exceed 1/8-inch in diameter for ember-resistance.

o *Exceptions:*

o Forced air vents (e.g., dryer and central vacuum) shall have a functional louver or flap made of non-combustible material in lieu of mesh.

o Plumbing vents are excluded from this requirement.

504.10.3 Vent locations. Attic ventilation openings shall not be located in soffits, in eave overhangs, between rafters at eaves or in other overhang areas. Gable-end and dormer vents shall be located not less than 10 feet (3048 mm) from lot lines. Underfloor ventilation openings shall be located as close to grade as practical.

504.11 Detached accessory dwelling units and accessory structures. All accessory structures with a footprint greater than or equal to 120 square feet shall fully comply with Section 5 Construction, unless more than 50 feet away from habitable spaces.

SECTION 507—REPLACEMENT OR REPAIR

507.1 General. The *roof covering and siding* on buildings or structures in existence prior to the adoption of this code that have 25 percent or more replaced in a 12-month period shall be replaced with new construction requirements specified in

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accordance with Section 5. All *windows, eaves, vents, and exterior doors* on buildings or structures in existence prior to the adoption of this code must be replaced with new construction requirements specified in accordance with Section 5.

Additional information regarding eligibility, designation levels, requirements, process, and timing for the Insurance Institute for Business and Home Safety Wildfire Prepared Home program is available here: https://wildfireprepared.org/

Amend SECTION 602—AUTOMATIC SPRINKLER SYSTEMS to read: 602.1 General. Sprinkler systems must comply with ARS 9-807.

Amend 603.2 Fuel modification to read: Buildings or structures, shall comply with the 0-5 foot non-combustible info below, and with the City of Flagstaff Forest Management Plan, Landscaping Code and Resource Protection Standards.

Delete table 603.2

Insert 603.2.1 The 0–5 Foot Noncombustible Zone shall meet all the following requirements:

0–5 Foot Noncombustible Zone – Area within 5 Feet of the Home and Attachments

The first five feet surrounding the home and its attachments (e.g., decks, patios, overhead structures, stairs) is the **most critical area of defensible space.** This zone shall be established and maintained as noncombustible. The 0-5 Foot Noncombustible Zone is measured horizontally from the edge of the home's exterior walls and, if present, the outermost posts of a deck or overhead structure, extending outward to 5 feet (see Figure 2). This noncombustible area also extends vertically to the sky. The 0–5 Foot Noncombustible Zone shall meet all the following requirements:

• **Vegetation** –

o Shall remove all vegetation (e.g., grass, artificial turf, weeds, flowers, succulents, cacti, plants, shrubs, bushes, and vegetative debris) within 5 feet to bare mineral soil.

o Shall remove all trees, limbs, branches, and vines that are within and that overhang the 0–5 Foot Noncombustible Zone.

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• **Groundcover** –

o Shall remove all combustible groundcover materials (e.g., wood and rubber mulch and exposed weed cloth) within 5 feet to bare mineral soil.

• **Note:** Noncombustible hardscape materials (e.g., gravel, pavers, river rocks, decomposed granite, steppingstones, and concrete) are permitted.

• **Fencing and Retaining Walls** –

o Shall remove combustible fencing materials (e.g., wood and vinyl), posts, gates, and retaining walls within 5 feet or replace with noncombustible material.

Parallel Fences within 5 to 30 feet

Back-to-back (parallel) combustible fencing (meaning separate fences that are combustible and closer than 5 feet apart) are not permitted.

• *Exception:* If one or both back-to-back (parallel) fences are constructed with noncombustible materials (e.g., concrete or metal).

• Note: Meeting this requirement may necessitate coordination with neighbors or an HOA to eliminate at least one of the combustible parallel fences.

Refer to City of Flagstaff Forest Management Plan and Landscaping Code for Tree and Shrub Spacing outside of the 0-5 foot zone.

Insert 603.2.2 Trees. Tree stems and canopies are allowed outside of the 0-5 foot zone, provided that they meet City of Flagstaff Forest Management Plan and Landscaping Code.

Other Requirements

- Tree limbs may not extend into the vertical plane of a chimney outlet
- Tree limbs shall not touch roof coverings at any time
- Hazard trees, as determined by the Code Official, shall be removed. When determining hazard trees, the Code Official may be guided by industry standards, individual site conditions, hazard ratings, risk assessments, basal area calculations, and/or tree densities determined to be effective in identifying and mitigating fire danger and/or protecting property. Trees that are in such a position fall and endangering life or property are determined to be hazard trees.

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Amend 603.2.3 Ground cover to read: Deadwood and litter shall be regularly removed from trees. Needles and/or duff layer shall not exceed 3 inches in depth.

Delete 604.4, 604.4.1, 604.4.2

Amend A104.4 Smoking to read: Where required by the *code official*, signs shall be posted stating NO SMOKING. Persons shall not smoke within 15 feet (4572 mm) of combustible materials or nonfire-resistive vegetation.

Smoking and use of electronic cigarettes is always prohibited in all public places within the City of Flagstaff.

Amend A104.5 Equipment and devices generating heat, sparks or open flames to read: Equipment and devices generating heat, sparks or open flames capable of igniting nearby combustibles may be prohibited in the wildland urban interface by the Code Official during periods of very high or greater fire danger as determined by the Coconino National Forest

Amend A104.6 Fireworks to read: The sale or use of consumer-grade fireworks within the City of Flagstaff may be prohibited based on fire restrictions

Amend A104.7.1 General. No person shall build, ignite, or maintain any outdoor fire of any kind for any purpose within the City of Flagstaff, except by the authority of a written permit from the Fire Department.

Exception: Outdoor fires within inhabited premises or designated campsites where such fires are in a permanent barbecue, portable barbecue, outdoor fireplace, incinerator or grill, or any other outdoor fire appliance for such purposes, and are not less than 15 feet (9144 mm) from any combustible material or nonfire-resistive vegetation.

Amend A107.4 Trees. Portions of trees that extend to within 30 feet (9144 mm) of combustible portions of water storage and pumping facilities shall be removed unless approved by the Code Official.

DRAFT

RESOLUTION NO. 2026-47

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED "THE 2024 SUITE OF BUILDING AND FIRE CODES AND RELATED AMENDMENTS TO CITY CODE, TITLE 4, BUILDING REGULATIONS, AND TITLE 5, FIRE CODE" WHICH INCLUDE THE FOLLOWING CODES, AS AMENDED: THE INTERNATIONAL BUILDING CODE, 2024 EDITION; INTERNATIONAL RESIDENTIAL CODE, 2024 EDITION; INTERNATIONAL EXISTING BUILDING CODE, 2024 EDITION; INTERNATIONAL MECHANICAL CODE, 2024 EDITION; INTERNATIONAL PLUMBING CODE, 2024 EDITION; INTERNATIONAL FUEL GAS CODE, 2024 EDITION; INTERNATIONAL ENERGY CONSERVATION CODE, 2024 EDITION; INTERNATIONAL SWIMMING POOL AND SPA CODE, 2024 EDITION; NFPA 70 – NATIONAL ELECTRICAL CODE, 2023 EDITION; ICC A117.1-2017 STANDARD FOR ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES; UNIFORM HOUSING CODE, 1997 EDITION; UNIFORM ADMINISTRATIVE CODE, 1997 EDITION; UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS, 1997 EDITION; INTERNATIONAL FIRE CODE, 2024 EDITION; INTERNATIONAL WILDLAND URBAN INTERFACE CODE, 2024 EDITION; AND THE RELATED AMENDMENTS TO CITY CODE, TITLE 4, BUILDING REGULATIONS, AND TITLE 5, FIRE CODE

RECITALS:

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

WHEREAS, the City Council of the City of Flagstaff ("City") wish to declare the document entitled *"The 2024 Suite of Building and Fire Codes and Related Amendments to City Code, Title 4, Building Regulations, and Title 5, Fire Code"* to be a public record and to permit its adoption by reference into the City Code; and

WHEREAS, the City Council has determined that adopting *"The 2024 Suite of Building and Fire Codes and Related Amendments to City Code, Title 4, Building Regulations, and Title 5, Fire Code"* is necessary for regulating and governing the construction, alteration, movement, enlargement, replacement, repair, equipment, location, removal and demolition of buildings and structures; and

WHEREAS, the City Council has determined that adopting *"The 2024 Suite of Building and Fire Codes and Related Amendments to City Code, Title 4, Building Regulations, and Title 5, Fire Code"* is necessary for providing the standards for supplied utilities, facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and

WHEREAS, the City Council has determined that adopting *"The 2024 Suite of Building and Fire Codes and Related Amendments to City Code, Title 4, Building Regulations, and Title 5, Fire Code"* is necessary for providing the standards to provide safety to the public and first responders; and

WHEREAS, the City Council has determined that adopting *"The 2024 Suite of Building and Fire Codes and Related Amendments to City Code, Title 4, Building Regulations, and Title 5, Fire Code"* is necessary for establishing requirements for the built environment in Flagstaff using prescriptive and performance provisions, and providing a comprehensive and holistic approach to enhancing building resilience from wildfires; and

WHEREAS, the City Council has determined that adopting *"The 2024 Suite of Building and Fire Codes and Related Amendments to City Code, Title 4, Building Regulations, and Title 5, Fire Code"* is necessary for the issuance of permits and collection of fees pursuant thereto, and for implementing and enforcing each and all of the regulations, provisions, penalties, conditions and terms of an updated Flagstaff Building Code, Fire Code, and International Wildland Urban Interface Code.

ENACTMENTS:

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

SECTION 1. In General.

That certain document known as *"The 2024 Suite of Building and Fire Codes and Related Amendments to City Code, Title 4, Building Regulations, and Title 5, Fire Code"* attached hereto as Exhibit A is hereby declared to be a public record, and one (1) paper copy and one (1) electronic copy, maintained in compliance with A.R.S. § 44-7041, shall remain on file with the City Clerk and kept available for public use and inspection.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 6th day of October, 2026.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
A - The 2024 Suite of Building and Fire Codes and Related Amendments to City Code, Title 4, Building Regulations, and Title 5, Fire Code.

ORDINANCE NO. 2026-24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 4, BUILDING REGULATIONS, AND TITLE 5, FIRE CODE, BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED *"THE 2024 SUITE OF BUILDING AND FIRE CODES AND RELATED AMENDMENTS TO CITY CODE, TITLE 4, BUILDING REGULATIONS, AND TITLE 5, FIRE CODE*" AND FIXING THE EFFECTIVE DATE OF THE CODES AND AMENDMENTS; REPEALING ALL SECTIONS OF THE CITY CODE IN CONFLICT WITH THIS ORDINANCE; PRESERVING RIGHTS AND DUTIES THAT HAVE ALREADY MATURED AND PROCEEDINGS THAT HAVE ALREADY BEGUN UNDER THE PRIOR CODES; PROVIDING PENALTIES FOR VIOLATIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

RECITALS:

WHEREAS, that certain document known as *"The 2024 Suite of Building and Fire Codes and Related Amendments to City Code, Title 4, Building Regulations, and Title 5, Fire Code",* one hard copy and one electronic copy of which are on file in the office of the City Clerk of the City of Flagstaff, Arizona, was made a public record by the City Council's adoption of Resolution No. 2026-47; and

WHEREAS, the City Council has determined that adopting *"The 2024 Suite of Building and Fire Codes and Related Amendments to City Code, Title 4, Building Regulations, and Title 5, Fire Code"* is necessary for regulating and governing the construction, alteration, movement, enlargement, replacement, repair, equipment, location, removal and demolition of buildings and structures; and

WHEREAS, the City Council has determined that adopting *"The 2024 Suite of Building and Fire Codes and Related Amendments to City Code, Title 4, Building Regulations, and Title 5, Fire Code"* is necessary for providing the standards for supplied utilities, facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and

WHEREAS, the City Council has determined that adopting *"The 2024 Suite of Building and Fire Codes and Related Amendments to City Code, Title 4, Building Regulations, and Title 5, Fire Code"* is necessary for providing the standards to provide safety to the public and first responders; and

WHEREAS, the City Council has determined that adopting *"The 2024 Suite of Building and Fire Codes and Related Amendments to City Code, Title 4, Building Regulations, and Title 5, Fire Code"* is necessary for establishing requirements for the built environment in Flagstaff using prescriptive and performance provisions, and providing a comprehensive and holistic approach to enhancing building resilience from wildfires; and

WHEREAS, the City Council has determined that adopting *"The 2024 Suite of Building and Fire Codes and Related Amendments to City Code, Title 4, Building Regulations, and Title 5, Fire Code"* is necessary for the issuance of permits and collection of fees pursuant thereto, and for implementing and enforcing each and all of the regulations, provisions, penalties, conditions and

terms of an updated Flagstaff Building Code, Fire Code, and International Wildland Urban Interface Code.

ENACTMENTS:

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

SECTION 1. That certain document known as "*The 2024 Suite of Building and Fire Codes and Related Amendments to City Code, Title 4, Building Regulations, and Title 5, Fire Code*", one(1) paper copy and (1) electronic copy of which are on file in the office of the City Clerk of the City of Flagstaff, Arizona, has been declared a public record by Resolution No. 2026-47 of the City of Flagstaff, Arizona, and is hereby referred to, adopted and made a part hereof as if fully set out in this ordinance.

SECTION 2. That the current Building Regulations and Fire Codes, as amended, will remain effective through December 31, 2026, to provide a grace period for projects that are being planned based on the current codes. Applicants for building permits who submit applications prior to January 1, 2027, may choose to have the current Building Regulations and Fire Codes, as amended, or the *"The 2024 Suite of Building and Fire Codes and Related Amendments to City Code, Title 4, Building Regulations, and Title 5, Fire Code"*, apply to the construction that is the subject of the permit.

SECTION 3. That the Flagstaff City Code and all ordinances and parts of ordinances in conflict with the provisions of this ordinance or any part of the code adopted herein by reference are hereby repealed, effective as of the 1st day of January 2027.

SECTION 4. The repeal of prior ordinances and parts of ordinances referenced in Section 3 above does not affect the rights and duties that matured or penalties that were incurred and proceedings that were begun before the effective date of the repeal.

SECTION 5. Any person, firm, or corporation violating any provision of *"The 2024 Suite of Building and Fire Codes and Related Amendments to City Code, Title 4, Building Regulations, and Title 5, Fire Code"* shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punishable by a fine and/or imprisonment set forth by Flagstaff City Code, Title I, Chapter 1-04 (General Penalty). Each separate day or any portion thereof, during which any violation of *"The 2024 Suite of Building and Fire Codes and Related Amendments to City Code, Title 4, Building Regulations, and Title 5, Fire Code"* occurs or continues, shall be deemed to constitute a separate offense.

SECTION 6. That 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 7. 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 8. 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 6th day of October , 2026.

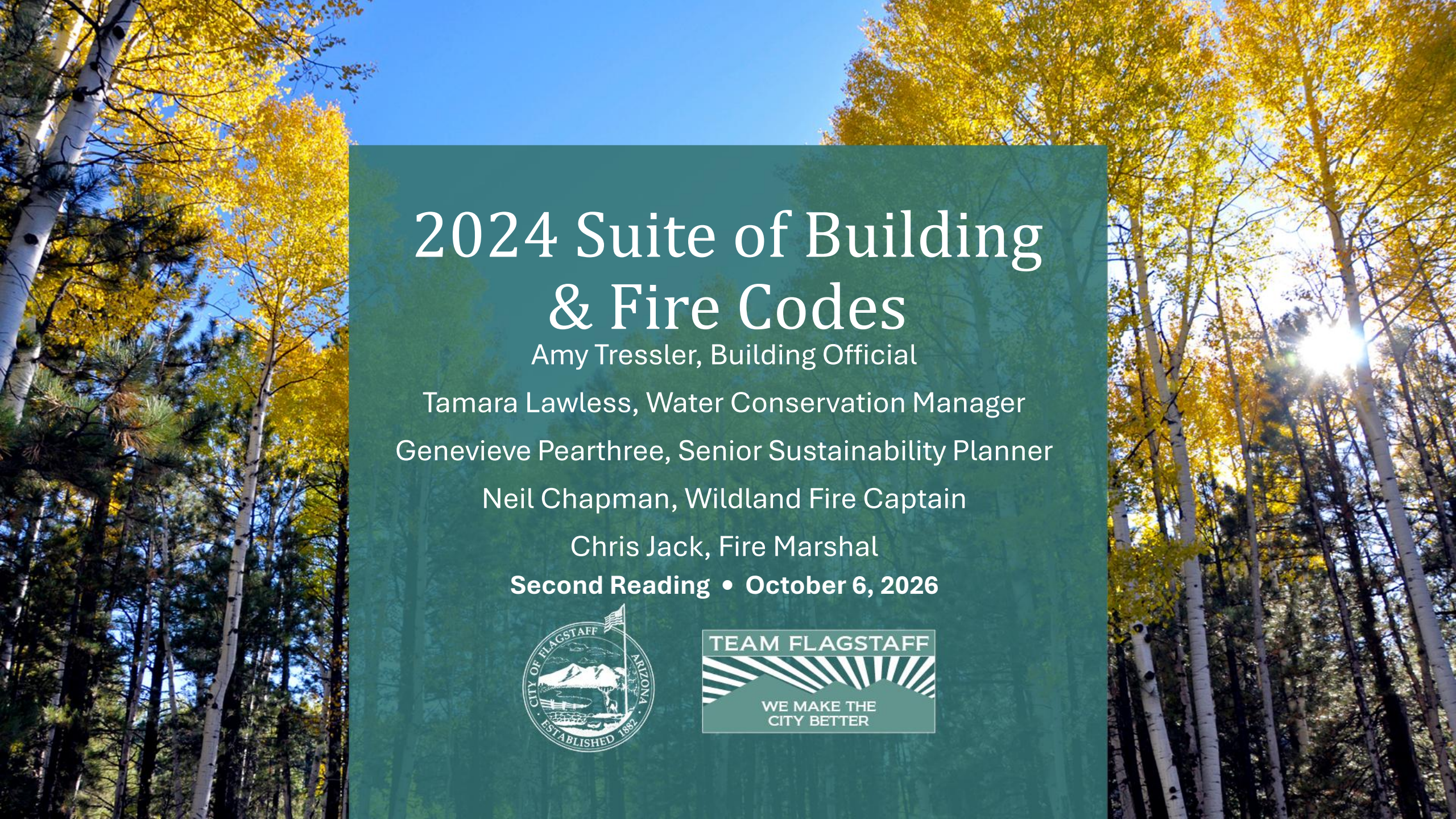
MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



2024 Suite of Building & Fire Codes

Amy Tressler, Building Official

Tamara Lawless, Water Conservation Manager

Genevieve Pearthree, Senior Sustainability Planner

Neil Chapman, Wildland Fire Captain

Chris Jack, Fire Marshal

Second Reading • October 6, 2026

CITY OF FLAGSTAFF · ARIZONA · ESTABLISHED 1882 ·

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

Amendment updates

Edits since the ordinance first read

- **Small tweaks**
  - Ensured code numbers, titles, and capitalization are consistent in sections cross-listed in the IRC & IECC
  - Fixed a few small formatting issues & language inconsistencies
- **IRC N1103 / IECC R403: Systems**
  - Removed amendments related to efficiency for gas furnaces and cold climate heat pumps (residential) to align with federal standards

HVAC Efficiency: Staff will research HVAC efficiency options in code and revisit this topic in future discussions on Energy Code Options 3 and 4. Staff will also continue to provide educational resources and programming to support high efficiency HVAC systems in Flagstaff.

Thank you.



TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Carmen Pryer, Real Estate Specialist

Co-Submitter: Bryce Doty

Date: 09/24/2026

Meeting Date: 10/06/2026

TITLE:

Consideration and Adoption of Ordinance No. 2026-21: An ordinance of the City Council of the City of Flagstaff, ratifying the grant and reservation of easements; and formally accepting dedications and right-a-way and real property interests; providing for severability, authority for clerical corrections, and establishing an effective date.

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2026-21 by title only for the final time
2) City Clerk reads Ordinance No. 2026-21 by title only (if approved above)
3) Adopt Ordinance No. 2026-21

Executive Summary:

The City regularly receives real property interests from private property owners during the development review process. These real property interests are typically acquired by dedication or donation. These acquisitions may be for drainage, utilities, the urban trails system, slopes, rights-of-way or other public purposes.

The proposed ordinance also approves some acquisitions or dispositions of real property that have been previously authorized by Council for capital projects, property exchanges, development agreements, or other purposes. These transactions are included in the ordinance as some of the legal descriptions have changed slightly between original authorization and final design for capital projects, and because having a comprehensive list of transactions is useful for City audit purposes.

City staff periodically brings an ordinance of this nature for council approval in order to ensure that all property acquisitions comply with City Charter, Article VII, section 5, which requires an authorizing ordinance for acquisitions of real property.

Financial Impact:

Real property is considered a fixed asset in the City. Until City Council approves an ordinance accepting the acquisitions, the real property value is not recognized in an audit so while there is not an actual financial expenditure associated with these acquisitions, there is a fixed asset value the City receives through this action.

Policy Impact:

None

Connection to PBB, Carbon Neutrality Plan, 10-Year Housing Plan & Regional Plan:

TRANSPORTATION AND OTHER PUBLIC INFRASTRUCTURE

Deliver quality community assets and continue to advocate and implement a highly performing multi-modal

transportation system.

Has There Been Previous Council Decision on This:
Council has ratified other real property transactions and easements approved through the development review process. This ratification usually occurs on an annual basis. The Council adopted a similar Ordinance 2025-14, on August 26, 2025.

Background and History:
The City Charter requires the acquisition and disposition of real property by ordinance. The City generally applies this principle to lesser interests as well.

Key Considerations:
The real property interests received or transferred are necessary for the provision of services as the community grows and the liability assumed is consistent with these same real property rights throughout the community.

Attachments: Ord. 2026-21
Exhibit

ORDINANCE NO. 2026-21

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF RATIFYING THE GRANT OF EASEMENTS AND RIGHTS-OF-WAYS; FORMALLY ACCEPTING DEDICATIONS OF EASEMENTS AND REAL PROPERTY INTERESTS; PROVIDING SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City of Flagstaff ("City") has received dedications of easements and real property interests across private property which have not yet been formally accepted by City Council; and

WHEREAS, the City has granted easements across City property for City projects, which have not yet been ratified by City Council.

ENACTMENTS:

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

SECTION 1: In General.

That the City formally accepts the dedications and donations of easements and real property as listed in Exhibit A, attached to this ordinance.

That the City ratifies the grants and reservations of easements across City property as listed in Exhibit A, attached to this ordinance.

SECTION 2: Delegation of Authority.

That the City Manager, the City Attorney, the City Clerk, the Finance Director, the City Real Estate Manager, or other employees or agents as deemed necessary, are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this ordinance.

SECTION 3. Effective Date.

This ordinance shall become effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 6th day of October, 2026.

_____

MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
A – 2023-2026 Easements, Donations, Right-of-Way

Exhibit "A" 2023- 2026

Chart Easements, Donations, Right-of-Way

Easement Type	Parcel Number	Project Name	Location	Grantor	Grantee	Easement size in square	Easement size in Acres	Document Number	Date Recorded
Amendment to Right of Way	N/A	Red Gap Ranch Amendment to Right of Way	Section 36, TS 21N, R 10 E	State of Arizona	City of Flagstaff	80,000	1.83	4045174	8/14/2026
Quit Claim Deed	109-06-001E		E. Appalachian Rd.	El Paso Natural Gas Company LLC	City of Flagstaff	183,387	4.21	4045069	8/13/2026
Urban Trails Easement	109-02-001F	APS Elden Substation		Arizona Public Service Company	City of Flagstaff	1,000	0.02	4043629	7/21/2026
Special Warranty Deed	101-13-008A	Municipal Court/Public Parking	320 N. Humphreys St.	FSL Holding Properties, LLC	City of Flagstaff	89,733	2.06	4042296	6/30/2026
Utility Easement	109-11-151D	Housing	2240 N. Izabel St.	City of Flagstaff	Arizona Public Service Company	64	0.001	4041337	6/15/2026
Public Water and Sewer Easement	100-23-001B	Downtown flood Lateral Tunnel Project	512 W. Santa Fe Ave.	Bonito Park Apartments LLC	City of Flagstaff	66	0.001	4041196	6/12/2026

Exhibit "A" 2023- 2026

Chart Easements, Donations, Right-of-Way

Special Warranty Deed	103-13-010	Sale of City Property	116 E. Butler Ave.	City of Flagstaff	112 E Butler LLC	7,100	0.16	4041179	6/12/2026
Special Warranty Deed	N/A	Beulah University Project	W. University and S. Yale St.	City of Flagstaff	VP Cinema LLC	16,341	0.38	4041141	6/11/2026
Utility Easement	109-02-001P		3050 N. West St.	City of Flagstaff	Arizona Public Service Company	64	0.001	4040710	6/4/2026
Utility Easement	109-02-001S		2100 N. Gemini Dr.	City of Flagstaff	Arizona Public Service Company	64	0.001	4040709	6/4/2026
Drainage Easement	109-08-155	Spruce Wash Watershed Improvement Project	2920 N. Main St.	Richard Serrano	City of Flagstaff	1,064	0.02	4039970	5/22/2026
Urban Trails Easement	101-23-001C	FUTS	4 E. Terrace Ave.	Albert J. and Sylvia L. Bojorquez	City of Flagstaff	1,109	0.03	4039956	5/22/2026
Trail Easement	113-10-003	FUTS	5600 E. Commerce Ave.	Coconino County	City of Flagstaff	27,829	0.57	4039889	5/21/2026
Public Water and Sewer Easement	113-10-003		5600 E. Commerce Ave.	Coconino County	City of Flagstaff	27,829	0.57	4039888	6/21/2026

Exhibit "A" 2023- 2026

Chart Easements, Donations, Right-of-Way

Special Warranty Deed	106-08-005J	Elkwood Apartments	N. Fourth St. / E. Butler Ave.	Elkwood Partners LP, Flagstaff at 4th LLC	City of Flagstaff	85,957	1.97	4039873	5/21/2026
Special Warranty Deed	109-14-010B	Spruce Wash Linda Vista	1325 E. Linda Vista	Donaldson Joseph C,	City of Flagstaff	39,204	0.9	4039398	5/14/2026
Public Water and Sewer Easement	113-37-010	Wildcat Sewer Interceptor	Railhead Ave.	El Paso Rd Land LLC	City of Flagstaff	31,382	0.72	4039026	5/8/2026
Special Warranty Deed	106-04-004	FUTS	South of I-40/ East of J.W. Powell Blvd	STL405 LLC, Symmetry Management	City of Flagstaff	5,573	0.12	4038250	4/28/2026
Slope Easement	106-04-004	FUTS	South of I-40/ East of J.W. Powell Blvd	STL405 LLC, Symmetry Management	City of Flagstaff	1,368	0.03	4038249	4/28/2026
Public Utility Easement	106-04-004	FUTS	South of I-40/ East of J.W. Powell Blvd	STL405 LLC, Symmetry Management	City of Flagstaff	4,278	0.10	4038248	4/28/2026

Exhibit "A" 2023- 2026

Chart Easements, Donations, Right-of-Way

Drainage Easement	106-04-004	FUTS	South of I-40/ East of J.W. Powell Blvd	STL405 LLC, Symmetry Management	City of Flagstaff	4,278	0.10	4038247	4/28/2026
Road and Utility Easement	106-10-003	FUTS	Hoffman Tank Area	Elk Ridge Group LLC	City of Flagstaff	145,926	3.35	4037974	4/24/2026
Public Utility Easement	106-10-003	FUTS	Hoffman Tank Area	Elk Ridge Group LLC	City of Flagstaff	2,853	0.07	4037973	4/24/2026
Drainage Easement	106-10-003	FUTS	Hoffman Tank Area	Elk Ridge Group LLC	City of Flagstaff	2,853	0.07	4037972	4/24/2026
Slope Easement	106-10-003	FUTS	Hoffman Tank Area	Elk Ridge Group LLC	City of Flagstaff	2,853	0.07	4037971	4/24/2026
Special Warranty Deed	106-10-003	FUTA	Hoffman Tank Area	Elk Ridge Group LLC	City of Flagstaff	8,205	0.19	4037970	4/24/2026
Road and Utility Easement	106-10-001C, 106-10-001B, 106-09-002, 106-10-002	FUTS		Little America Hotels & Resorts LLC	City of Flagstaff	327,571	7.52	4037969	4/24/2026
Drainage Easement	109-08-156	Spruce Wash Drainage Easement	2912 N. Main St.	Lundlord Holdings LLC	City of Flagstaff	801	0.02	3993046	4/16/2024

Public Water Easement	110-02-001W	Switzer Canyon Water Transmission Line	2316 N. San Francisco St.	Simmer David R, Simmer Isabel H, Simmer Family Trust	City of Flagstaff	23,985	0.55	4037397	4/15/2026
Special Warranty Deed	112-01-712	Habitat for Humanity Housing	2445 S. Woody Mountain Rd.	Timber Sky LLC	City of Flagstaff	311	0.01	4036595	4/2/2026
Special Warranty Deed	301-68-019A	Shooting Range	11972 N. Highway 89	Shoot West Properties LLC	City of Flagstaff	77,101	1.77	4034320	2/26/2026
Special Warranty Deed	301-08-003F	Sale of City Property	8964 Saddle View	City of Flagstaff / Coconino Community College District	Silver Saddle Developme nt LLC	545,371	12.52	4036486	4/1/2026

Special Warranty Deed	Timber Sky Condos	Habitat for Humanity Condominium	Legal Description: Units 1 through 40, inclusive, and Tract A. HABITAT FOR HUMANITY CONDOMINIUMS, Lot 1 of the Final Plat for Timber Sky Block 2, as shown on the plat thereof, recorded May 14, 2025 in instrument No. 4017089, records of Coconino County, Arizona, as amended by that certain	Habitat for Humanity of Northern Arizona, Inc. - Timber Sky	City of Flagstaff			4033127	2/6/2026
Easement for Public Utilities	106-08-005J	Elkwood Apartments	1002 N. Fourth St.	Flagstaff Elkwood Partners LP	City of Flagstaff	53,893	1.24	4031931	1/15/2026

Abandonment of Easement for Sewer Purposes		As a result of easements dedicated on the Map of Dedication for Westglen Mobile Home Pard recorded at Case 5, Map 36 of the Coconino County Recorder, and as referenced in that certain Agreement recorded at Instrument No. 91-14463, Docket 1410, Pages 187-190, of the Coconino County Recorder, and as further shown and dedicated on the Final Plat of Westglen Land Condominiums	Westglen Mobile Home Park	City of Flagstaff				4030493	12/18/2025

Special Warranty Deed	107-44-060, 107-44-061	Forest Springs Townhomes	Legal Description: Tracts H and I. Forest Springs Townhomes, Unit I, as shown on the plat thereof recorded in Case 9, Maps 92-92B, inclusive, records of Coconino	Miramonte At Forest Springs LLC	City of Flagstaff	100,623	2.31	4030083	12/11/2025
Public Access Easement	112-01-842	Sirus Timber Sky	3245 W. Virgo Dr.	Abbott-Rhoton Investments LLC	City of Flagstaff	5,509	0.12	4029371	12/1/2025
Public Access Easement	112-01-775	Adora Timber Sky	Tract D	Abbott-Rhoton Investments LLC	City of Flagstaff	1,363	0.03	4027980	11/6/2025

Warranty Deed	111-01-009M	Hwy 180 Culvert Project	2555 N. Fort Valley Rd.	Sandra Clair Roy-Mailoux, Sandra Clair Roy, as Personal Representative of the Estate of James Scott Roy, Deceased	City of Flagstaff	45,302	1.04	4027501	10/29/2025
General Warranty Deed Right of Way Dedication	103-27-003K	TRU by Hilton Flagstaff	3451 S. Lake Mary Rd.	Flagstaff Lodging Investors LLC	City of Flagstaff	3,568	0.08	4025511	9/26/2025
Drainage Easement	103-27-003K	TRU by Hilton Flagstaff	3451 S. Lake Mary Rd.	Flagstaff Lodging Investors LLC	City of Flagstaff	6,976	0.16	4025510	9/26/2025
Urban Trail Easement	103-27-003K	TRU by Hilton Flagstaff	3451 S. Lake Mary Rd.	Flagstaff Lodging Investors LLC	City of Flagstaff	64	0.001	4025509	9/26/2025
Waterline Easement	103-27-003K	TRU by Hilton Flagstaff	3451 S. Lake Mary Rd.	Flagstaff Lodging Investors LLC	City of Flagstaff	3,981	0.09	4025508	9/26/2025

Public Utility Easement	301-08-003F	Sale of City Property	8964 Saddle View	City of Flagstaff	Doney Park Water	17,075	0.39	4025507	9/26/2025
Public Sidewalk Easement	103-06-001	Rio de Flag Flood Control and Recreation	203 S. Milton Rd.	Lok Bruce, Lok Uyen, Shelzie Sonia	City of Flagstaff	61	0.001	4023875	9/2/2025
Network Service Easement	103-02-030A	Rio de Flag Flood Control and Recreation	397 S. Malpais Ln	Krista R Corp, Alerus Bank	City of Flagstaff	13,503	0.31	4023300	8/22/2025
Public Utility Easement	103-02-030A	Rio de Flag Flood Control and Recreation	397 S. Malpais Ln	Krista R Corp, Alerus Bank	City of Flagstaff	10,454	0.24	4023299	8/22/2025
Channel Improvement Easement	103-02-030A	Rio de Flag Flood Control and Recreation	397 S. Malpais Ln	Krista R Corp, Alerus Bank	City of Flagstaff	13,503	0.31	4023297	8/22/2025
General Warranty Deed Right-of Way	106-08-033A	Canyon Del Rio Phase I	Off E. Whetstone Dr.	Harvest Cove LLC and Flagstaff apartments 2, LLC	City of Flagstaff	5,347	0.12	4023202	8/21/2025

General Warranty Deed Right-of Way	106-08-033A	Canyon Del Rio Phase I	Off E. Whetstone Dr.	Harvest Cove LLC, Ben Fatto LLC, Viel Gluck, Far Marel LLC as to an undivided 1.382% interest	City of Flagstaff	5,347	0.12	4021686	7/29/2025
Drainage Easement	109-08-013	Spruce Wash Watershed Improvement Project	2820 N. First St.	Garcia Ramon, Garcia Veronica, Garcia Carlos A	City of Flagstaff	416	0.01	4020299	7/3/2025
Drainage Easement	109-08-027	Spruce Wash Watershed Improvement	2723 N. Rose St.	Dixon Bradley	City of Flagstaff	120	0.003	4019801	6/27/2025
Drainage Easement	109-08-029	Spruce Wash Watershed Improvement Project	2807 N. Rose St.	Galaviz Gabriel, Galaviz Jayna	City of Flagstaff	163	0.004	4019796	6/27/2025
Drainage Easement	109-08-032	Spruce Wash Watershed Improvement	2821 N. Rose St.	David Jeffrey Cretti	City of Flagstaff	111	0.003	4019788	6/27/2025

Exhibit "A" 2023- 2026

Chart Easements, Donations, Right-of-Way

Public Utility Easement	112-01-156	Sierra on 66	Timber Sky Final Block	Roers Flagstaff Apartment Owner LLC	City of Flagstaff	50,754	1.17	4019568-Beneficiary Consent signed electronically 4018429 - 6/5/2026	6/25/2025
Special Warranty Deed	301-08-056B	Sale of City Property	7428 Open Sky	Open Sky Development	City of Flagstaff	403,366	9.26	4018593	6/6/2025
Access Easement	109-04-053B	Spruce Wash Linda Vista	Lot 118 of Grandview Homes Unit 2, 1131 E. Linda Vista	City of Flagstaff	Sandra J. Turner	768	0.02	4018427, 4020769 Affidavit of Scrivener's Error	6/5/2025
Drainage Easement	109-08-033A	Spruce Wash - Dortha	2113 E. Dortha Ave.	Reilly Garrett B	City of Flagstaff	158	0.004	4018166	5/30/2025
Warranty Deed	104-01-024	Lone Tree Overpass Project	422 E. Butler Ave.	Hundelt Gary G, Hundelt Mary Eileen	City of Flagstaff	282	0.006	4017953	5/28/2025
Special Warranty Deed	104-01-023	Lone Tree Overpass Project	E. Butler Ave.	City of Flagstaff	Hundelt Gary G, Hundelt Mary Eileen	1,183	0.03	4017952	5/28/2025

Release of Easement	100-22-001A, 100-22-004	Release of easement, recorded on April 28, 2020, Instrument Number 3871562	100-22-001A-W. Aspen Ave. 100-22-004 - 323 W. Aspen Ave.	Arizona Public Service Company	City of Flagstaff			4017161	5/15/2025
Urban Trail Easement	103-01-006B	FUTS	Lower Coconino Estates	Fimbrez Est LLC	City of Flagstaff	102,057	2.34	4016449	5/5/2025
Public Sidewalk Easement	100-39-004C, 100-39-001D, 100-39-007B	Rio de Flag Flood Control and Recreation	218 S. Milton Rd. 35 S. Mikes Pike	Arizona Board Of Regents	City of Flagstaff	531	0.01	4015868	4/25/2025
Abandonment of Easement	107-06-002J	Abandon easement recorded Dec. 2, 2016 Instrument Number 3770976	1965 E. Mountain View Ave.	City of Flagstaff	FLG Den Partners LLC			4013592	3/19/2025
General Warranty Deed	109-09-051A	Spruce Wash Flood Control	2602 N. First St.	Martinez Robert Ray, Martinez Gertrude	City of Flagstaff	12,500	0.28	4013532	3/18/2025

Exhibit "A" 2023- 2026

Chart Easements, Donations, Right-of-Way

Channel Improvement Easement	103-02-033	Rio de Flag Flood Control and Recreation Project	700 S. Blackbird Roost	Pine View Apartment Partners LLC	City of Flagstaff	5,663	0.13	4013445	3/17/2025
Channel Improvement Easement	103-02-031	Rio de Flag Flood Control and Recreation Project	700 S. Blackbird Roost	Pine View Apartment Partners LLC	City of Flagstaff	436	0.01	4013444	3/17/2025
Network Services Easement	103-02-033	Rio de Flag Flood Control and Recreation Project	700 S. Blackbird Roost	Pine View Apartment Partners LLC	City of Flagstaff	5,663	0.13	4013441	3/17/2025
Network Services Easement	103-02-031	Rio de Flag Flood Control and Recreation Project	700 S. Blackbird Roost	Pine View Apartment Partners LLC	City of Flagstaff	436	0.01	4013440	3/17/2025
Public Utility Easement	103-02-033	Rio de Flag Flood Control and Recreation Project	700 S. Blackbird Roost	Pine View Apartment Partners LLC	City of Flagstaff	9,147	0.21	4013437	3/17/2025
Public Utility Easement	103-02-031	Rio de Flag Flood Control and Recreation Project	700 S. Blackbird Roost	Pine View Apartment Partners LLC	City of Flagstaff	2,326	0.06	4013436	3/17/2025
Public Water and Sewer Easement	101-46-006		1800 N. Gemini Dr.	CSDCPC Flagstaff Junior Academy LLC	City of Flagstaff	4,355	0.1	4012346	2/26/2025

Exhibit "A" 2023- 2026

Chart Easements, Donations, Right-of-Way

Special Warranty Deed	Lot 106-Crestview	Capstone Homes	Subdivision Crestview Lot 106	Abbott-Rhoton Investments LLC, DBA Capstone Homes	City of Flagstaff			4012052	2/21/2025
Special Warranty Deed	Lot 96-Crestview	Capstone Homes	Subdivision Crestview Lot 96, Crestview	Abbott-Rhoton Investments LLC, DBA Capstone Homes	City of Flagstaff			4011957	2/20/2025
Special Warranty Deed	Lot 83-Crestview	Capstone Homes	Subdivision Crestview Lot 83	Abbott-Rhoton Investments LLC, DBA Capstone Homes	City of Flagstaff	1,248	0.03	4011452	2/11/2025
Warranty Deed	104-01-024	Lone Tree Overpass Project	422 E. Butler Ave.	Hundelt Gary G, Hundelt Mary Eileen	City of Flagstaff	5,119	0.12	4011221	2/6/2025
Special Warranty Deed	104-01-023	Lone Tree Overpass Project	424 E. Butler Ave.	City of Flagstaff	Hundelt Gary G, Hundelt Mary Eileen	1,177	0.03	4011218	2/6/2025
Utility Easement	100-43-003B		216 W. Phoenix Ave.	City of Flagstaff	Arizona Public Service	64	0.01	4006008	11/6/2024

Exhibit "A" 2023- 2026

Chart Easements, Donations, Right-of-Way

Special Warranty Deed	Tract G-Crestview	Capstone Homes	Subdivision Crestview Tract G	Crestview Flagstaff Homeowners Association	City of Flagstaff			4000406	8/13/2024
Special Warranty Deed	Lot 81-Crestview	Capstone Homes	Subdivision Crestview Lot 81	Abbott-Rhoton Investments LLC, DBA Capstone Homes	City of Flagstaff	6,727	0.15	3997585	6/28/2024
Easement for City Water and Sewer Utilities	106-08-003F		Fourth St. south of Whetstone Dr.	Burch 6 LLC	City of	1,611	0.37	3984057	10/25/2023
Drainage Easement	112-27-033		Fourth St. and E. Forestdale Rd.	1683 West Route 66 LLC	City of Flagstaff	8,545	0.19	3981306	9/8/2023
Public Waterline Easement	109-02-002A	Coconino High School	2801 N. Izabel St.	Flagstaff Unified School 1	City of Flagstaff			3981156	9/7/2023

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Bethan Heng, Planner

Date: 09/24/2026

Meeting Date: 10/06/2026

TITLE:

Consideration and Adoption of Ordinance No. 2026-23: An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff Zoning Map to rezone approximately 23.89 acres located at 2661 N El Paso Flagstaff Road, APN 113-37-010 from the Highway Commercial (HC) zone with the Resource Protection Overlay (RPO) to Heavy Industrial – Open (HI-O) zone with the RPO. The applicant is requesting a rezone for the purpose of allowing Construction Storage/Supply Yard and Heavy Manufacturing/Processing uses on site, providing for severability, authority for clerical corrections, and establishing an effective date.

STAFF RECOMMENDED ACTION:

At the October 6th, 2026 Council Meeting:
1) Hold Public Hearing
2) Read Ordinance No. 2026-23 by title only for the first time
3) City Clerk reads Ordinance No. 2026-23 by title only (if approved above)

At the October 20th, 2026 Council Meeting:
4) Read Ordinance No. 2026-23 by title only for the final time
5) City Clerk reads Ordinance No. 2026-23 by title only (if approved above)
6) Adopt Ordinance No. 2026-23

Executive Summary:

A Concept Zoning Map Amendment requested by Art Babbott/El Paso Rd Land, LLC, of approximately 23.89 acres located at 2661 N El Paso Flagstaff Road, APN 113-37-010 from the Highway Commercial (HC) zone with the Resource Protection Overlay (RPO) to Heavy Industrial – Open (HI-O) zone with the RPO. The applicant is requesting a rezone for the purpose of allowing Construction Storage/Supply Yard and Heavy Manufacturing/Processing uses on site.

The Planning & Zoning Commission believes that the proposed Zoning Map amendment is in substantial conformance with the required findings and has forwarded the request to the City Council with a recommendation for approval, subject to the following conditions:

1. The subject property must be developed in accordance with the approved concept plan and conditions of approval dated June 23, 2026. Modifications may require a revised concept plan.
2. All other requirements of the Zoning Code and other City codes, ordinances, and regulations shall be met by the proposed development.
3. That final plat parcel boundaries align with the zoning districts' legal descriptions.
4. The Flagstaff Urban Trail System (FUTS) alignment shall be finalized at Civil Plan Review and prior to Final Plat approval.
5. In the event the property is rezoned, and the applicant fails to obtain final Civil Plan approval within two

(2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert to the former classification of Highway Commercial (HC) in accordance with A.R.S. § 9-462.01.

Financial Impact:
No financial impacts are associated with this request.

Policy Impact:
There are no policy impacts associated with this request.

Previous Council Decision or Community Discussion:
There have been no previous Council decisions on this.

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for Zoning Map Amendments. In accordance with Arizona State Statute, notice of the public hearing was provided by placing an ad in the Arizona Daily Sun, posting notices on the property, and mailing a notice to all property owners within 600 feet of the site excluding rights-of-ways.

The applicant held two neighborhood meetings via Microsoft Teams regarding this case. The first meeting was held virtually on May 26th, 2026. The meeting was attended by the applicant's team and had no attendees. Initially, the applicant had requested for the second neighborhood meeting to be waive, which the Planning Director approved. However, staff later realized that Section 10-20.30.070 for Additional Requirements for Citizen Outreach required that the second neighborhood meeting be held. This section for additional citizen outreach applies to this project because it is an industrial development that exceed 20 acres. The second meeting was held virtually on July 21st, 2026. The meeting was attended by the applicant's team and had no attendees.

Staff has not received any comments from the public as of the writing of this report.

Options and Alternatives to Recommended Action:
The City Council may approve the ordinance as proposed, approve the ordinance with modified conditions, or deny the ordinance.

Background and History:
The applicant, Art Babbott/El Paso Rd Land, LLC, is requesting a Concept Zoning Map Amendment for a 22.9-acre portion of the parcel from the HC zone with the RPO to the HI-O zone with the RPO, located at 2661 N El Paso Flagstaff Road. The applicant is requesting a rezone for the purpose of allowing Construction Storage/Supply Yard and Heavy Manufacturing/Processing uses on the site.

The subject property is located near the eastern border of the City Limits, off Route 66. Primary access to the site is from N El Paso Flagstaff Road.

The 22.9 acres being set aside for Flagstaff City use contains rural floodplain and steep slopes. There are also City sewer and reclaimed water lines. This area will include a new FUTS connection. A Direct to Ordinance Zoning Map Amendment was approved in 2022 for 7.29 acres, rezoning it from HC to HI-O to allow a Composting Facility use.

Connection to PBB Priorities and Objectives:
Support and strengthen a robust, diverse, and sustainable economy.

The applicant believes that Flagstaff needs a greater inventory of Heavy Industrial uses as permitted in the

City of Flagstaff Zoning Code Table 10-40B.30.050. By increasing the availability of Heavy Industrial land in an appropriate and low land use conflict area, this application contributes to adding further industrial land into Flagstaff's inventory of industrial-zoned properties.

Connection to Regional Plan:
Please see attached Planning and Zoning Commission staff report for a detailed analysis of conformance with the Regional Plan and its goals and policies.

Connection to Carbon Neutrality Plan:
EP-2 Support the adaptation efforts of local businesses as the climate changes and the economic landscape shifts.

The referenced Carbon Neutrality Plan goal identifies that local business should adapt as the economic landscape shifts. The establishment of the Construction Storage/Supply Yard and Heavy Manufacturing/Processing are being proposed in an area that is adjacent to like-industrial uses.

Connection to 10-Year Housing Plan:
None.

Connection to Division Specific Plan:
An application for a 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.

The following findings will be analyzed specific to the approved site plan and consider if the site were to be redeveloped entirely under the HI zone standards.

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.

See Planning & Zoning Staff Summary.

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 believes that the proposed project will not be detrimental to the public health, safety, or welfare so long as it is developed in accordance with all codes and requirements.

C. Finding #3
To meet the finding, the affected site must be determined to be physically suitable in terms of design, location, shape, size, and operating characteristics; and the provision of public and emergency vehicle access, public services, and utilities must 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 proposed application meets this finding. IDS 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. The applicant was required to bring a water line and hydrants to the site to mitigate any possible fire hazards that could occur on the site.

Attachments:

Ord. 2026-23
Staff Report
Application
Project Narrative and Regional Plan Analysis
ALTA Survey
Concept Zoning Plan
Vicinity Map
Neighborhood Meeting Plan
Buffer Map
Mailing List
Legal Description
Water Sewer Impact Analysis
Traffic Impact Statement
Presentation

ORDINANCE NO. 2026-23

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF ZONING MAP TO REZONE APPROXIMATELY 23.89 ACRES OF REAL PROPERTY GENERALLY LOCATED AT 2661 N EL PASO FLAGSTAFF ROAD, FROM THE HIGHWAY COMMERCIAL (HC) ZONE WITH THE RESOURCE PROTECTION OVERLAY (RPO) TO HEAVY INDUSTRIAL – OPEN (HI-O) ZONE WITH THE RPO; PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, Art Babbott/El Paso Rd Land, LLC ("the Applicant"), has applied to the rezone a portion (approximately 23.89 acres) of real property located within the City of Flagstaff (APN 113-37-010) from the Highway Commercial (HC) zone with the Resource Protection Overlay (RPO), a legal description of which is provided in Exhibit A attached hereto and incorporated by this reference ("the Property"), to Heavy Industrial (HI) zoning with the Resource Protection Overlay (RPO) for purposes of a allowing Construction Storage/Supply Yard and Heavy Manufacturing/Processing uses on site; and

WHEREAS, the Applicant proposes to develop the Property pursuant to the terms and conditions of this Ordinance; and

WHEREAS, the Applicant conducted a neighborhood meeting on May 26, 2026, and July 21, 2026, 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 Concept Zoning Map Amendment application, following proper notice and hearings on August 12, 2026, and August 26th, 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 Concept 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 Concept 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 the Highway Commercial (HC) zone with the Resource Protection Overlay (RPO) to Heavy Industrial – Open (HI-O) zone with the RPO.

SECTION 6. That the Zoning Map Amendment be further conditioned upon the Applicant's satisfaction of the following conditions proposed by the Planning and Zoning Commission:

CONDITIONS:

1. The subject property must be developed in accordance with the approved concept plan and conditions of approval dated June 23, 2026. Modifications may require a revised concept plan.
2. All other requirements of the Zoning Code and other City codes, ordinances, and regulations shall be met by the proposed development.
3. That final plat parcel boundaries align with the zoning districts' legal descriptions.
4. The Flagstaff Urban Trail System (FUTS) alignment shall be finalized at Civil Plan Review and prior to Final Plat approval.
5. In the event the property is rezoned, and the applicant fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert to the former classification of Highway Commercial (HC) in accordance with A.R.S. § 9-462.01.

SECTION 8. That City staff is hereby authorized to take such other and further measures and actions as are necessary and appropriate to carry out the terms, provisions, and intents of this Ordinance.

SECTION 9. If any section, subsection, sentence, clause, phrase, or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 10. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 11. Effective Date

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

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 20th day of October 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
Legal Description

PZ-24-00235-01
July 22, 2026

PLANNING AND DEVELOPMENT SERVICES REPORT
CONCEPT ZONING MAP AMENDMENT

PUBLIC HEARING
PZ-24-00235-01

DATE: July 22, 2026
MEETING DATE: August 12, 2026
REPORT BY: Bethan Heng

REQUEST:
A Concept Zoning Map Amendment requested by Art Babbott/El Paso Rd Land, LLC, of approximately 23.89 acres located at 2661 N El Paso Flagstaff Road, APN 113-37-010 from the Highway Commercial (HC) zone with the Resource Protection Overlay (RPO) to Heavy Industrial – Open (HI-O) zone with the RPO. The applicant is requesting a rezone for the purpose of allowing Construction Storage/Supply Yard and Heavy Manufacturing/Processing uses on site.

STAFF RECOMMENDATION:
Staff believes that the proposed Zoning Map amendment is in substantial conformance with the required findings and recommends the Planning & Zoning Commission forward the request to the City Council with a recommendation for approval, subject to the following conditions:

1. The subject property must be developed in accordance with the approved concept plan and conditions of approval dated June 23, 2026. Modifications may require a revised concept plan.
2. All other requirements of the Zoning Code and other City codes, ordinances, and regulations shall be met by the proposed development.
3. That final plat parcel boundaries align with the zoning districts legal descriptions.
4. The Flagstaff Urban Trail System (FUTS) alignment shall be finalized at Civil Plan Review and prior to Final Plat approval.
5. In the event the property is rezoned, and the applicant fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert to the former classification of Highway Commercial (HC) in accordance with A.R.S. § 9-462.01.

PRESENT LAND USE:
The existing parcel is 54.08 acres. Approximately 23 acres are being set aside for Flagstaff City use. A Direct to Ordinance Zoning Map Amendment was approved in 2022 for 7.29 acres, rezoning it from HC to HI-O to allow a Composting Facility use. The remaining 23.89-acre portion of the parcel is currently undeveloped land and is the subject of this Concept Zoning Map Amendment.

PROPOSED LAND USE:
The applicant proposes to establish Construction Storage/Supply Yard and Heavy Manufacturing/Processing uses on site, which are permitted uses in the HI-O zone.

NEIGHBORHOOD DEVELOPMENT:
See the attached area context map.

North: Heavy industrial land owned by United Metro Materials Inc., zoned HI-O
East: City of Flagstaff wastewater treatment plant, zoned Public Facility (PF)
South: State Trust Land, zoned Rural Residential (RR); Nestle Purina factory, zoned Light Industrial (LI); BNSF rail lines and Interstate 40
West: ADOT maintenance yard, zoned HC

I. Project Introduction

A. Background/Introduction

The applicant, Art Babbott/El Paso Rd Land, LLC, is requesting a Concept Zoning Map Amendment for a 22.9-acre portion of the parcel from the HC zone with the RPO to the HI-O zone with the RPO, located at 2661 N El Paso Flagstaff Road. The applicant is requesting a rezone for the purpose of allowing Construction Storage/Supply Yard and Heavy Manufacturing/Processing uses on the site.

The subject property is located near the eastern border of the City Limits, off Route 66. Primary access to the site is from N El Paso Flagstaff Road.

The 22.9 acres being set aside for Flagstaff City use contains rural floodplain and steep slopes. There are also City sewer and reclaimed water lines. This area will include a new FUTS connection. A Direct to Ordinance Zoning Map Amendment was approved in 2022 for 7.29 acres, rezoning it from HC to HI-O to allow a Composting Facility use.

B. Proposed Rezoning and Development Plan

II. Site Plan

On June 23, 2026, the Inter-Department Staff (IDS) approved the Site Plan and deemed the rezoning application to be complete.

A. Zoning – City of Flagstaff Zoning Code

If this Concept Zoning Map Amendment request is approved, Construction Storage/Supply Yard and Heavy Manufacturing/Processing uses will be allowed on the site. Development of the site will be required to comply with the standards of the Zoning Code.

i. Site Planning Standards

These standards do not apply to Industrial uses.

ii. Resource Protection

There is a Resource Protection Overlay zone on the subject site. The site contains rural floodplain and steep slopes. If this rezoning is approved, staff will ensure compliance with the Zoning Code during Civil Plan review.

iii. Open Space & Civic Space

The proposed uses do not require either open space or civic space.

iv. Pedestrian and Bicycle Circulation Systems

There is a proposed future FUTS trail alignment for the Picture Canyon Trail on this site. The final alignment of the FUTS will be determined at the Civil Plan review.

v. Compatibility and Architectural Design Standards

The proposed Zoning and land uses are similar and compatible with the surrounding uses. The architectural design standards do not apply to the proposed Industrial uses.

vi. Landscaping

As future development applications are submitted, staff will apply the required landscaping standards.

vii. Outdoor Lighting

The subject property is located within Lighting Zone 2. An outdoor lighting permit for any outdoor lighting will be required as a separate submittal and is not required as part of this application.

viii. Parking

As future development applications are submitted, staff will apply the required parking standards.

ix. Historic/Cultural Resources

The Heritage Preservation Officer has determined that no analysis of the site is required.

B. Public Systems Impact Analysis

i. Traffic/Right-of-Way Impact

A Traffic Statement was sealed on December 15, 2025, and approved on January 23, 2026. Four driveways are proposed for the project, connecting the site to N El Paso Flagstaff Rd and Route 66. Based on the safety considerations, traffic volumes, and roadway functional classification documented in the Traffic Statement, a left-turn lane on Route 66 at N El Paso Flagstaff Road is warranted and shall be constructed by the project. A right turn deceleration lane was not warranted by the project.

ii. Water and Wastewater Impact

A Water and Sewer Impact Analysis (WSIA) was completed on July 29th, 2025, and approved by city staff. Since there is no water or sewer infrastructure currently onsite to support this development, all systems will need to be designed and built. Existing water off-site infrastructure adjacent to this project includes an 8" waterline underneath El Paso Flagstaff Rd and a 12" waterline within the Route 66 right-of-way. No off-site improvements are required prior to connecting the site to the existing water system. The WSIA's Exhibit 1 shows 8" water connection locations for the proposed development, including fire hydrants to provide fire protection water sources to future proposed parcels.

There is currently a 30" sewer trunkline (Rio De Flag) that runs along the west and north portion of the property, which can be utilized for sewer service. In order to provide adequate downstream capacity, offsite sewer improvements will be required on the Rio de Flag trunkline near the Wildcat Treatment Plant. The design and funding of this upgrade is the responsibility of the City of Flagstaff. This project includes replacing the 30" existing main with a new 48" sewer main. This off-site improvement must be completed prior to connecting to the existing system. El Paso Industrial Park's connection to the sewer system is contingent on the successful completion of the trunkline improvement.

iii. Stormwater Analysis

A Preliminary Drainage Report and Stormwater Impact Analysis (SIA) was prepared June 3, 2025, and approved by City Staff on April 27, 2026. This report identified existing and proposed drainage patterns to be finalized at the future Civil Plan review phase of the project.

III. Zoning Map Amendment Direct to Ordinance

An application for a 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.

Concept 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.

This Concept Zoning Map Amendment (CZMA) application was found "complete" on April 8th, 2026, prior to the ratification date of the current 2045 Regional Plan on May 19th, 2026. This CZMA application was reviewed under the 2030 Regional Plan.

i. General Plan/Flagstaff Regional Plan (FRP 2030) Process and Analysis Summary

When staff performs a Regional Plan (the "Plan") analysis, staff reviews all maps, text, and goals and policies to determine which are the most relevant in relation to the proposed application. The Plan's Future Growth Illustration on Maps 21 and 22 (same map; one is regional scale and one city scale) and the text of the Plan provide supplemental information for the interpretation of goals and policies. In the case of any conflict between the Future Growth Illustration and the Plan's goals and policies, the goals and policies will prevail. The Future Growth Illustration has two types of land use designations: "Area Types" describe the place-making context of Urban, Suburban, Rural, or Employment, and "Place Types" such as activity centers, corridors, and neighborhoods provide the framework for the density, intensities, and mix of uses within the area types.

The subject property is designated as Future Employment area type in the 2030 Regional Plan. An Employment Center may include mixed- use; research and development offices; medical offices; office space; business park; retail, restaurant, and tourism center; light-industrial; heavy-industrial; and live-work spaces. The proposed uses of Construction Storage/Supply Yards and Heavy Manufacturing/Processing allows the City to work further towards establishing the area as a place for Industrial uses – bringing the area in compliance with the Regional Plan.

ii. Applicable General Plan Goals and Policies

As part of its review, staff identified relevant Regional Plan Goals and Policies that could be applied to support or not support the proposed Zoning Map Amendment. The relevant goals and policies can be found below and within the developer's narrative. This application utilizes the original Regional Plan Analysis provided by the applicant during the original Direct to Ordinance Zoning Map Amendment from April 2024. The following is a discussion of how the current application generally meets or conflicts with goals and policies in each relevant chapter.

a. Environmental Planning & Conservation (Air Quality, Climate Change and Adaptation, Dark Skies, Ecosystem Health, Environmentally Sensitive Lands, Natural Quiet, Soils, and Wildlife)

Goal E&C.1. aims to proactively improve and maintain the region's air quality. The proposed use of manufacturing and heavy processing will be required to have an Arizona Department of Environmental Quality)ADEQ) for air quality monitoring, as well as be required to adhere to Method 9 compliance from ADEQ.

Policy E&C.1.2. Pursue reduction of total emissions of high-priority pollutants from commercial and industrial sources and area-wide smoke emissions. The applicant anticipates that smoke pollution emitted by project will be little to none.

Policy E&C.1.3. Encourage strategies and partnerships to mitigate dust. The applicant intended to employ best management practices to monitor and mitigate dust.

Policy E&C.1.4. Maintain air quality through pursuit of non-polluting industry and commercial enterprises. The applicant anticipates that the emissions generated by the new zoning will be less than what is produced in the current zoning.

b. Water Resources (Water Sources, Water Demand, Stormwater and Watershed Management, and Water Quality)

Goal WR.4. aims to logically enhance and extend the City's public water and wastewaters services including their treatment, distribution, and collection systems in both urbanized and newly developed areas of the City to provide an efficient delivery of services. Policy WR.4.3. aims to development requiring public utility services will be located within the Urban Growth Boundary. This application's proposed land uses are low-water uses and will utilize reclaimed water. A Water and Sewer Impact Analysis (WSIA) has been completed by the City of Flagstaff for this site.

Goal WR.5. required managing watersheds and stormwater to address flooding concerns, water quality, environmental protections, and rainwater harvesting. Policy WR.5.4. similarly aims to develop any necessary stormwater infrastructure improvements consistent with City of Flagstaff stormwater master plans or studies as adopted by the City. In conformance with the City of Flagstaff Stormwater Management Design Manual (SMDM), the proposed development will be designed to continue this historical drainage pattern, and drainage basins will be provided for each lot for the pre vs. post volumetric retention to mitigate impacts to downstream properties. LID ROCV retention will also be provided in each of the basins per the City of Flagstaff Low Impact Development (LID) Manual. Due to the topographic nature of the site, regional basins cannot be used. Refer to the Preliminary Drainage Report for more information.

Goal WR.6. aims to protect, preserve, and improve the quality of surface water, groundwater, and reclaimed water in the region. Policy WR.6.3. likewise directs implementation of best management practices to protect, restore, and maintain surface waters and their contributing watersheds. Note: Refer to best management practices adopted by the Arizona Department of Environmental Quality at http://www/adeq.gov. The Project will implement the appropriate SWPPP measures for short-term construction and for the long-term existence of the development to protect the downstream Rio de Flag. The Project will also meet all the requirements of the City low-impact development standards.

c. Energy (Energy Efficiency and Renewable Energy)

Goal E&C.2. aims to achieve carbon neutrality for the Flagstaff community by 2030, and Policy E&C 2.4. aims to promote developments that help the community achieve carbon neutrality through strategies that reduce the project's emissions from transportation, energy, and consumption. The intended use of construction storage will allow local companies to store their equipment and materials within City limits instead of traveling to adjacent communities for storage, reducing the potential emissions within the town.

Policy E&C.3.1. aims to develop and implement a comprehensive and proactive approach to prepare the community for and to minimize the impacts of climate change induced hazards. The intended heavy manufacturing and processing use for the site is a concrete and asphalt material recycling facility. The reused of these material is a sustainable practice of reusing materials, rather than sourcing new and raw materials, to be reutilized in the community.

Goal E&C.4. aims to integrate available science into policies governing the use and conservation of Flagstaff's natural resources. In addition, Goal E&C.3. aims to prepare Flagstaff's community systems and resources to be more resilient to climate change impacts, and address climate change in a manner that prioritizes those most impacted and ensures the costs and benefits of climate adaptation and mitigation are equitably distributed. This CZMA application is in conjunction to a plat application in process under staff review. This plat aims to separate the Rio de Flag within the subject property to be dedicated to the City of Flagstaff. By doing so, this resource may be conserved and protected as a natural resource.

Goal E.1. aims to increase energy efficiency and Policy E.1.1. aims to promote and encourage innovative building practices through instruction on efficient building materials and methodology. El Paso Industrial Park will meet all energy efficiency standards per the City of Flagstaff Building Code.

d. Growth Areas & Land Use (Reinvestment, Greenfield, Urban Area, Suburban Area, Rural Area, Employment Area, Special Planning Area, and Activity Centers)

Goal LU.7. aims to provide for public services and infrastructure and Policy LU.7.1. requires concentration of urban development in locations that use land efficiently, and are served by roads, water, sewer, and other public facilities and services, and that support transit, reduced vehicle trips, and conservation of energy and water. El Paso Industrial Park is situated in an area where a concentration of industrial uses exists. In addition, existing roadway and utility

infrastructure while being able to set aside land for the preservation of scenic views, the Rio de Flag, and recreational uses.

Policy LU.6.2. requires consideration toward commercial core areas, corridors, activity centers, employment centers, research and development parks, special planning areas, and industrial uses as appropriate place types and area types for employment opportunities. The proposed uses of construction storage/supply yards and heavy manufacturing/processing on site allows for future employment opportunities.

e. Transportation (Mobility and Access, Safe and Efficient Multimodal Transportation, Environmental Considerations, Quality Design, Pedestrian Infrastructure, Bicycle Infrastructure, Transit, Automobile, Passenger Rail and Rail Freight, Air Travel, and Public Support for Transportation)

Policy OS.1.4. aims to use open space as opportunities for non-motorized connectivity, to interact with nature, and to enjoy the views and quiet. Goal OS.1. The region has a system of open lands, such as undeveloped natural areas, wildlife corridors and habitat areas, trails, access to public lands, and greenways to support the natural environment that sustains our quality of life, cultural heritage, and ecosystem health. In addition to conservation of the Rio de Flag, the project offers approximately 3,700 linear feet of new FUTS trail along the east and west banks of the Rio de Flag to provide continuity to a planned FUTS trail within the natural environment provided by the subject parcel. This also include a future trailhead and parking area of non-motorized access to the Rio de Flag and Picture Canyon.

Policy WR.5.2. requires incorporating pedestrian access, trails, and watchable wildlife opportunities into natural watercourses when practical. In addition to the area identified for Open Space and FUTS acquisition, El Paso Rd Land, LLC. is also in preliminary discussions with the City about locating a trailhead and parking area for non-motorized access to the Rio de Flag and Picture Canyon area.

Goal T.1. aims to improve mobility and access throughout the region. Similarly, Policy T.1.1. requires integrating a balanced, multimodal, regional transportation system and Policy T.1.3. requires a transportation system that is consistent with the place type and needs of people. The subject property will have access off N. El Paso Flagstaff Rd, which is a private road currently serving the City Wastewater Treatment Facility, Picture Canyon, Kinder Morgan, Cemex and a secondary access to Coconino County Public Works. As part of the City of Flagstaff development process, a Traffic Study has been conducted that analyzes the traffic impacts of the development of the HI-O portion of the site. The applicant believes that the application is effectively a “down-zoning,” as the traffic generation patterns and utility impacts for HI-O permitted uses are significantly lower in intensity than that of the HC zones that are currently planned on this site per the City Regional Plan. North El Paso Flagstaff Road is an unclassified road with limited traffic and little to no pedestrian or bicycle traffic and will not be adversely impacted by this project. The proposed development is estimated to generate under 100 peak hour trips. The traffic analysis and statement evaluated the existing roadways in the vicinity for turn lane warrants based on sight distance requirements and crash analysis data.

Goal T.2. requires improvement of transportation safety and efficiency for all modes. Likewise, Policy T.2.1. aims to design infrastructure to provide safe and efficient movement of vehicles, bicycles, and pedestrians. Shoulders are provided along El Paso Flagstaff Road and FUTS trail is proposed along the banks of the Rio de Flag for pedestrian and bike traffic while Route 66 and El Paso Flagstaff Road will serve vehicles. Additionally, a dedicated eastbound left turn lane will be provided along Route 66.

Goal T.5. aims to increase the availability and use of pedestrian infrastructure, including FUTS, as a critical element of a safe and livable community. Similarly, Policy T.6.2. aims to establish and maintain a comprehensive, consistent, and highly connected system of bikeways and FUTS trails. The Project will provide approximately 3,700 linear feet of new FUTS trails along the banks of the Rio de Flag for pedestrian access to Picture Canyon.

f. Neighborhoods, Housing, and Urban Conservation

This section does not apply to this application.

g. Economic Development

Goal ED.7. aims to continue to promote and enhance Flagstaff's unique sense of place as an economic development driver. The applicant believes that Flagstaff needs a greater inventory of Heavy Industrial uses as permitted in the City of Flagstaff Zoning Code Table 10-40B.30.050. By increasing the availability of Heavy Industrial land in an appropriate and low land use conflict area, this application contributes to adding further industrial land into Flagstaff's inventory of industrial-zoned properties.

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 believes that the proposed project will not be detrimental to the public health, safety, or welfare so long as it is developed in accordance with all codes and requirements.

Staff believes that the proposed project will contribute to the public good and benefit the larger community. Establishing the site as a Heavy Industrial – Open (HI-O) for the purpose of Construction Storage/Supply Yards and Heavy Manufacturing/Processing uses will contribute to additional supply of industrial land to the City of Flagstaff real estate market.

The rezone application and the intention to plat this subject property later will allow future industrial uses within City jurisdiction, which lends to the intentional placement of future land uses within the City. The subject property is surrounded by similar heavy industrial uses - the City of Flagstaff Wildcat Wastewater Treatment Facility on the east the Cemex Cement Plant and Coconino Public Works to the north, the Arizona Department of Transportation equipment yard to the west, and the BNSF Railroad to the south (south of Route 66). This application mindfully places similar land uses within the City.

This application intends to preserve the existing zoning of the extent of Rio de Flag on the property, keeping it Highway Commercial (HC) and later dedicating the Rio de Flag to the City of Flagstaff. The applicant believes that by doing so, the natural environment and resources will be preserved on site.

El Paso Industrial Park will not be detrimental to the public interest, health, safety, convenience, or welfare of the City; and will add to the public good as described in the Regional Plan. El Paso Industrial Park also promotes the clustering of heavy industrial uses. Emergency vehicle access, public service, and infrastructure and utilities exist or will be provided to ensure that El Paso Industrial Park does not have a detrimental impact

C. Finding #3

To meet the finding, the affected site must be determined to be physically suitable in terms of design, location, shape, size, and operating characteristics; and the provision of public and emergency vehicle access, public services, and utilities must 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.

IV. Citizen Participation

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with

requests for Zoning Map Amendments. In accordance with Arizona State Statute, notice of the public hearing was provided by placing an ad in the Arizona Daily Sun, posting notices on the property, and mailing a notice to all property owners within 600 feet of the site excluding rights-of-ways.

The applicant held two neighborhood meetings via Microsoft Teams regarding this case. The first meeting was held virtually on May 26th, 2026. The meeting was attended by the applicant's team and had no attendees. Initially, the applicant had requested for the second neighborhood meeting to be waive, which the Planning Director approved. However, staff later realized that Section 10-20.30.070 for Additional Requirements for Citizen Outreach required that the second neighborhood meeting be held. This section for additional citizen outreach applies to this project because it is an industrial development that exceed 20 acres. The second meeting was held virtually on July 21st, 2026. The meeting was attended by the applicant's team and had no attendees.

Staff has not received any comments from the public as of the writing of this report.

STAFF RECOMMENDATION:

Staff believes that the proposed Zoning Map amendment is in substantial conformance with the required findings and recommends the Planning & Zoning Commission forward the request to the City Council with a recommendation for approval, subject to the following conditions:

1. The subject property must be developed in accordance with the approved concept plan and conditions of approval dated June 23, 2026. Modifications may require a revised concept plan.
2. All other requirements of the Zoning Code and other City codes, ordinances, and regulations shall be met by the proposed development.
3. That final plat parcel boundaries align with the legal descriptions for where the zoning districts change.
4. The Flagstaff Urban Trail System (FUTS) alignment be finalized at the point of Civil Plan Review and prior to final plat approval.

Attachments:

- Application
- Project Narrative and Regional Plan Analysis
- Legal Description
- Site Plan
- Vicinity Map
- Neighborhood Meeting Plans
- Record of Proceedings
- WSIA
- Traffic Impact Statement
- Preliminary Drainage Report

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 Concept Zoning Map Amendment	File Number

Project Name
El Paso Industrial Park

Site Address	Parcel Number(s)	Subdivision& Lot Number	Site Acreage
2661 N El Paso Flagstaff Road, Flagstaff AZ 86004	113-37-State 1 (State Land)	N/A	54.08

Existing Zoning District	Proposed Zoning District	Existing Regional Plan Area and Place Type
HC, HI-O	HI-O	State Land, Employment/Industrial, Open Space

Existing Use	Proposed Use
Composting Facility, Undeveloped Land	Heavy Manufacturing/Processing, Composting Facility, Construction Storage/Supply

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 Scale Zoning Map Amendment

Property Owner(s) Art Babbott	**Phone** 928-607-1688
Mailing Address **City, State, Zip** 2684 E Huntington Drive, Flagstaff AZ 86004	**E-mail** ababbott@gmail.com
Applicant(s) El Paso Rd Land, LLC (Art Babbott)	**Phone** 928-607-1688
Mailing Address **City, State, Zip** 2684 E Huntington Drive, Flagstaff AZ 86004	**E-mail** ababbott@gmail.com
Project Representative(s) Daniel Nyx	**Phone** 623-303-5786
Mailing Address **City, State, Zip** 1801 W Route 66, Ste 117 Flagstaff, AZ 86001	**E-mail** dnyx@ardurra.com

Property Owner Signature (required)	Date	Applicant Signature	Date
Art Babbott	5/20/25	Art Babbott	5/20/25

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

PROJECT NARRATIVE
For
EL PASO INDUSTRIAL PARK
CONCEPT ZONING AMENDMENT SUBMITTAL

Ardurra Project #225068

Northeast Quarter of Section 8, Township 21N, Range 8E, G&SRM
Coconino County, Flagstaff, Arizona

Prepared for:
El Paso Rd Land, LLC
2684 E. Huntington Drive
Flagstaff, AZ 86004
928-607-1688

Prepared by:
Ardurra
1801 W. Route 66, Ste 117
Flagstaff, AZ 86001
928-774-4636

Originally Prepared: June 2, 2025
Revised: March 24, 2026
COF # PZ-24-00235

INTRODUCTION

El Paso Rd Land, LLC is proposing a new Industrial Subdivision located at the northwest corner of the intersection of East Route 66 and North El Paso Flagstaff Road. The purpose of this narrative is to summarize and address the City of Flagstaff submission requirements for the Concept Zoning Map Amendment application.

EXISTING SITE

The subject property is located on the northwest corner of the intersection of East Route 66 and North El Paso Flagstaff Road. The 54.08-acre parcel was formerly State Trust Land brought to auction by the Arizona State Land Department in 2024 and acquired by El Paso Rd Land, LLC.

The Property is currently, primarily zoned Highway Commercial (HC) with 7.29 acres zoned Heavy Industrial Open (HI-O), and is surrounded by other parcels zoned HC and HI-O. The Property borders the City of Flagstaff Wildcat Wastewater Treatment Facility on the east, the Cemex Cement Plant and Coconino County Public Works to the north, the Arizona Department of Transportation equipment yard to the west and the BNSF Railroad to the south (south of Route 66). North El Paso Flagstaff Road borders the property to the east, and serves a small trailhead parking area with 16 spaces at Picture Canyon. This road is for access only and does not continue beyond the existing developments to the north (Coconino County Public Works and El Paso Natural Gas). No through traffic is intended to use N El Paso Flagstaff Road.

Land use in the surrounding area includes materials processing & sales, postal facility, wastewater treatment plant, automotive services, maintenance and towing yards, and manufacturing plants.

The subject parcel is of irregular shape and currently undeveloped, with low tree cover and considerable steep slope resources. A reach of the Rio De Flag runs generally north-south through the property. An existing sewer line and reclaimed water line lie within the Rio De Flag floodplain. There are also various electric lines and easements that run both north-south and northwest-southeast through the property. Existing water mains are located adjacent to the site in both Route 66 and El Paso Flagstaff Rd.

Cultural resource sites are present within the Property. In December 2024, a historic properties treatment plan (HPTP) was prepared to discuss the management of cultural resources during site development. The document was revised most recently in June 2025.

PROPOSED ZONING AND USE

El Paso Rd Land LLC proposes the creation of an Industrial Subdivision on the subject parcel. The parcel will be subdivided through the platting process and in accordance with City of Flagstaff Engineering requirements. A total of eight lots will be created from the overall property with a total net area of approximately 53.19 acres. Parcel “H” (22.9 acres) that contains a portion of the Rio de Flag will be sold to the City of Flagstaff and the remaining seven lots will be rezoned to HI-O, totaling approximately 30 acres. The proposed zone changes match the

existing zoning in the adjacent area. The proposed land use for the seven HI-O lots will include heavy manufacturing and processing, compost facilities, construction storage, and supply yards. The proposed uses are all permitted within HI-O zoning and fit within the existing land use in the area. In compliance with COF code table 10-40.30.050.B Note 3, no existing residential use is present within a quarter mile of the proposed compost facility use. Currently, approximately 7.29 acres of HI-O zoned land is being utilized by Restoration Soils, an industrial composting and soil amendment business on and RTR, an asphalt and concrete recycling business on the project site. This is currently located on future Parcels B and C according to the Preliminary Plat.

The detailed breakdown of the proposed parcel sizes and uses are as follows:

Parcel A: Manufacturing/Processing Heavy - 7.77 acres
Parcel B: Composting and Material Supply – 4.88 acres (existing site zoned HI-O)
Parcels C, D, E, and F: Construction Storage and Supply Yard – 5.19, 3.84, 2.68, and 2.88 acres, respectively
Parcel G: Supply Yard/Potentially sold to City of Flagstaff as trailhead – 3.06 acres
Parcel H: Remaining parcel to be sold to the City of Flagstaff and not rezoned - 22.90 acres

El Paso Rd Land LLC believes that healthy economies are diverse economies, and that Flagstaff needs a greater inventory of Heavy Industrial uses as permitted in the City of Flagstaff Zoning Code Table 10-40B.30.050. By increasing the availability of Heavy Industrial land in an appropriate and low land use conflict area, we can support a diverse and strong economic base.

Parcel H consists of the FEMA rural floodplain area along the Rio de Flag and this land is anticipated to be sold to the City of Flagstaff. In 2004, City of Flagstaff voters approved Proposition 302 to acquire Open Space and FUTS corridors. Coming out of that voter approved bond, the Flagstaff City Council passed Ordinance 2022-26 which authorized acquisition of specific parcels, including #331 and #336, representing approximately 23 acres of the recently acquired State Trust Land parcel by El Paso Rd Land LLC. This is area is identified as Parcel "H" on the Concept Rezone Map.

In addition to the area identified for Open Space and FUTS acquisition (Parcel "H"), El Paso Rd Land LLC is also in preliminary discussions with the City about selling Parcel "G" as a trailhead and parking area for non-motorized access to the Rio de Flag and Picture Canyon area.

LEGAL DESCRIPTION

A parcel of land located in the northeast quarter of Section 8, Township 21 North, Range 8 East, Gila and salt River Base and Meridian, Coconino County, Arizona. The parcel is that a portion of land owned by the state of Arizona in the northeast quarter of section 8 which lies north of the Burlington Northern and Santa Fe Railroad right of way. The full legal description of the subject parcel is provided in the Alta Survey included with the Preliminary Plat submittal.

PROPOSED ACCESS

Five of the new parcels (A,B,C,D, E and F) will have access off N. El Paso Flagstaff Rd, which is a private road currently serving the City Wastewater Treatment Facility, Picture Canyon, Kinder Morgan, Cemex and a secondary access to Coconino County Public Works. Parcels B through G will have cross access agreements in place to allow access through the parcels from driveways on N. El Paso Flagstaff Road located on Parcels B, C, and D. If Parcel G is sold to the City for use as a trailhead, this parcel will not be included in the future cross access agreement.

TRAFFIC

As part of the City of Flagstaff development process, a Traffic Study has been completed that analyzes the traffic impacts of the development of the new HI-O parcels. The main access road, El Paso Flagstaff Road, will provide access to the proposed parcels, and the existing CEMEX, Wildcat Sewer Treatment Plant, El Paso Natural Gas, and secondary access to the Coconino County Facility. The proposed rezone is effectively a "down-zoning," as the traffic generation patterns and utility impacts for HI-O permitted uses are significantly lower in intensity than that of the HC zones that are currently planned on this site per the City Regional Plan. North El Paso Flagstaff Road is an unclassified road with limited traffic and little to no pedestrian or bicycle traffic and will not be adversely impacted by this project. The proposed development is estimated to generate under 100 peak hour trips. The traffic analysis and statements have evaluated the existing roadways in the vicinity for turn lane warrants based on sight distance requirements and crash analysis data.

NATURAL RESOURCES

The project is located within the City of Flagstaff Resource Protection Overlay Zone (RPOZ). Zoning Code requires industrial zoned developments to save 20% of the existing trees within the subject parcel. The proposed development saves several existing trees. The design preservation rate of trees outside of the slope resources will maintain the required 20% preservation rate.

Flagstaff zoning code also requires that industrial zones preserve 60% of slope resource areas in the 17-24.99% category, and 80% of slope resource areas in the 25-34.99% category. Slope resources in excess of 35% shall not be disturbed. The proposed preservation rate for these categories will meet the requirements. A majority of the steep slope resources fall within Parcel H, which is designated to be sold to the City of Flagstaff as it contains the Rio de Flag. There is a small portion of the FEMA rural floodplain that extends into Parcels F and G which will remain untouched. The remainder of this floodplain lies within the future City Parcel H.

Steep slopes preserved in excess of the requirements may be counted towards the tree resource preservation rate. After considering slope conversion to tree points and preserved tree points within slope resources, the total preservation rate is 125.6% (using the total tree points outside of slope resources as the 100% tree points). Refer to the Preliminary Plat NRPP for additional details.

CULTURAL RESOURCES

The City of Flagstaff zoning code requires Heritage Preservation as part of the development process in order to protect and enhance the City's cultural, historical, and archaeological heritage. A cultural resource study was conducted in compliance with City of Flagstaff requirements. The proposed Lot A contains an eligible cultural resource site as identified by the HPTP dated December 8, 2024, and Revised June 6, 2025. As part of the mitigation strategy laid out in the HPTP, no construction activities can occur within the site boundaries until all fieldwork has been completed. The primary artifact concentration area is located within the proposed improvements for Lot A. The overall study boundary and mechanical trenching plan encroaches into the proposed development of Lot A. Data recovery and associated reporting must be completed per the HPTP (Phase I and II as required) before any construction activities can commence within the identified study area. If any cultural materials or features are identified during construction, they must be documented per the requirements of the HPTP. Once mitigation is complete, any discovery of cultural materials during construction will be treated as an inadvertent discovery. Inadvertent discoveries of cultural resources are covered under City of Flagstaff Division10-30.30 Section F, which states that all work should be halted if the work impacts previously unknown resources.

SCENIC VIEW CORRIDORS

View corridors from the site include the San Francisco Peaks to the northwest, Cinder Hill and Picture Canyon to the north, Wildcat Sewer Treatment Plant to the east, and BSNF Railroad and I-40 to the south. Development will generally consist of smaller single-story buildings that will not impact existing view corridors.

INFRASTRUCTURE

WATER/SEWER

In compliance with City of Flagstaff Engineering Code requirements, water will be provided to the parcels from the existing 12" water main in Route 66 and the existing 8" water main in N. El Paso Flagstaff Road. Sewer will be provided to the lots from the sewer main that is located within the Rio de Flag to the southwest and northeast of the rezoned lots. There is an existing 33" sewer main and a new sewer trunk line that is currently in design for Wildcat Sewer. With the timing of this project, a sewer main extension will likely connect to the new sewer trunk line in Route 66 to provide sewer service to Parcel G and another sewer main extension will connect northeast of the project area to provide service to the remaining parcels. A Water and Sewer Impact Analysis has been completed by the City of Flagstaff.

DRAINAGE/STORMWATER

Most of the subject property currently drains to the west and north into the Rio de Flag. In conformance with the City of Flagstaff Stormwater Management Design Manual (SMDM), the proposed development will be designed to continue this historical drainage pattern, and drainage basins will be provided for each lot for the pre vs. post volumetric retention to mitigate impacts to downstream properties. LID ROCV retention will also be provided in each of the basins per the City of Flagstaff Low Impact Development (LID) Manual. Refer to the Preliminary Drainage Report for more information.

MATERIAL MANAGEMENT STRATEGIES

Trash and recycling services will be provided throughout the parcels at refuse enclosures for pick-up by the City as required for each parcel. Trash enclosures will be designed to accommodate for City trash truck turning movements and clearance and slope requirements.

PUBLIC SERVICES

FIRE

The City Fire Department provides fire coverage for the El Paso Industrial Park area. The closest fire station is Station #3 located at 4500 E Nestle Purina Avenue, approximately 2 miles (travel distance) from the project site. The El Paso Industrial Park provides suitable fire access in its existing conditions. Additional fire protection will be provided for the new parcels as required by City of Flagstaff Fire Code, Engineering requirements for fire safety, and adopted national fire codes. New fire hydrants are proposed along Route 66 and N El Paso Road to serve the new development.

POLICE

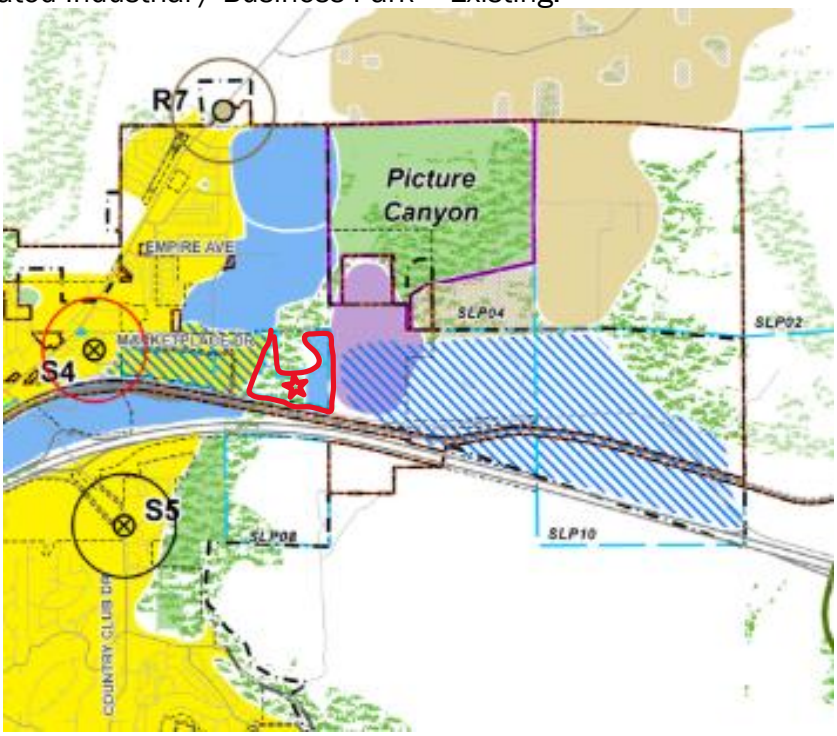
The City Police Department will be the police protection agency for the El Paso Industrial Park.

GENERAL PLAN CONFORMANCE

The Flagstaff Regional Plan 2030 establishes the community's intention for what the region could and should be for future generations and presents a regional contact for the preservation and enhancement of the community's character and natural environment, while providing for appropriate growth and development. El Paso Industrial Park has been designed in cooperation with the vision and goals set forth within the Flagstaff Regional Plan 2030 related to new commercial and industrial developments within the City's planning boundaries.

The 54.08-acre parcel was formerly State Trust Land brought to auction by the Arizona State Land Department in 2024 and acquired by El Paso Rd Land LLC. The existing Property is primarily zoned Highway Commercial (HC) with 7.29 acres zoned Heavy Industrial Open (HI-O). El Paso Industrial Park involves the rezoning of approximately 23.89 acres of the Property from HC to HI-O. The remaining 22.9 acres (for Parcel "H") will be sold to the City of Flagstaff for the preservation of the floodplain and the adjacent natural resources.

The east +/- 28 acres of the subject property are designated as "Existing Employment/Industrial" by Map 22: Future Growth Illustration and "Industrial / Business Park – Existing" by Map 24: Activity Centers. The west +/- 26 acres of the subject property are designated as "Concentration of Natural Resources" by Map 22: Future Growth Illustration. The proposed development is guided by these land uses. The proposed zoning reflects the intended development in the Flagstaff Regional Plan 2030. A chapter-by-chapter analysis of the Flagstaff Regional Plan 2030 against this application has been prepared, and the following analysis demonstrates that approval of El Paso Industrial Park is consistent with and furthers the goals and policies of the Regional Plan that are intended to apply to development of new development primarily designated Industrial / Business Park – Existing.



REGIONAL PLAN ANALYSIS

NATURAL ENVIRONMENT

CHAPTER IV – ENVIRONMENTAL PLANNING & CONSERVATION

Air Quality

Goal E&C.1. Proactively improve and maintain the region's air quality.

Policy E&C.1.2. Pursue reduction of total emissions of high-priority pollutants from commercial and industrial sources and area-wide smoke emissions.

Policy E&C.1.3. Encourage strategies and partnerships to mitigate dust.

Policy E&C.1.4. Maintain air quality through pursuit of non-polluting industry and commercial enterprises.

Response: El Paso Industrial Park includes four parcels of land that are proposed to be used as a construction storage and supply yard along with one other parcel currently used for composting and material supply. One other parcel is proposed to be sold to the City of Flagstaff for the preservation of the FEMA floodplain and the adjacent natural environment. The remaining parcel (Parcel "A") is proposed to be used for manufacturing and heavy processing. The user of Parcel "A" has, and will continue to have, an Arizona Department of Environmental Quality (ADEQ) permit for air quality and the operator will continue to adhere to Method 9 compliance from ADEQ. Smoke pollution will be little to none for the Project. Best management practices will be used to monitor and mitigate dust. Overall, for air quality, the traffic generated emissions will be lower than a Highway Commercial development under the current zoning.

Climate Change & Adaptation

Goal E&C.2. Achieve carbon neutrality for the Flagstaff community by 2030.

Policy E&C.2.1. Encourage the reduction of energy and material consumption.

Policy E&C.2.2. Promote investments that create a connected and efficient community, decrease emissions from transportation and building energy, and strengthen climate resiliency.

Policy E&C.2.3. Review and revise existing regulations, standards, and plans (codes, ordinances, etc.) to reduce community greenhouse gas emissions.

Policy E&C 2.4. Promote developments that help the community achieve carbon neutrality through strategies that reduce the project's emissions from transportation, energy, and consumption.

Goal E&C.3. Prepare Flagstaff's community systems and resources to be more resilient to climate change impacts, and address climate change in a manner that prioritizes those most impacted and ensures the costs and benefits of climate adaptation and mitigation are equitably distributed.

Policy E&C.3.1. Develop and implement a comprehensive and proactive approach to prepare the community for and to minimize the impacts of climate change induced hazards.

Policy E&C.3.2. Review and revise existing regulations, standards, and plans (codes, ordinances, etc.) to reduce the community's vulnerability to climate change impacts and reduce the disproportionate impacts on vulnerable communities.

Policy E&C.3.3. Invest in forest health and watershed protection measures.

Policy E&C.3.6. Commit to equitably distribute the burdens and benefits of climate action policies and investments to all segments of the community.

Goal E&C.4. Integrate available science into policies governing the use and conservation of Flagstaff's natural resources.

Policy E&C.4.1. Assess vulnerabilities and risks of Flagstaff's natural resources in the context of anticipated climate changes and resulting changes to Flagstaff's systems.

Policy E&C.4.2. Develop water use policies that attempt to integrate current best projections of climate change effects on the Colorado Plateau's water resources and emphasize conservation.

Response: The Property is located in a rural area within the boundary of the City of Flagstaff which is suitable for industrial uses. There will not be any disproportionate impacts on vulnerable communities as a result of this Project.

Restoration Soils, the compost facility which currently operates on the site , plays an important role in the City of Flagstaff's Carbon Neutrality plan. Composting of organic wastes eliminates the production of methane gas which is a greenhouse gas that is some 30 times more potent than carbon dioxide. The finished compost and soil amendments are utilized as a regenerative soil product which greatly improves soil porosity, water conservation and healthy soil microbiology.

Additionally, the parcel slated for Manufacturing Heavy is a recycling facility where concrete and asphalt products are recycled and turned into products that otherwise would have to be made from virgin materials and imported from outside of Flagstaff.

These heavy industrial operations are local businesses engaging in local climate solutions. Likewise, another portion of the Property will be sold to the City of Flagstaff for its ultimate protection. Furthermore, a large portion of the Property is proposed to serve as construction storage and supply yards. The addition of these land uses under new zoning will allow for the reduction of energy and materials by providing a space for construction companies to store their equipment and materials within City limits but within an appropriate rural space instead of traveling from adjacent communities.

El Paso Rd Land LLC believes that healthy economies are diverse economies, and that Flagstaff needs a greater inventory of Heavy Industrial uses as permitted in the City of Flagstaff Zoning Code Table 10-40B.30.050. By increasing the availability of Heavy Industrial land in an appropriate and low land use conflict area, the Project can support a diverse and strong economic base while being conscious of the impacts on climate change.

Dark Skies

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.5.1. Evaluate the impacts of the retention of dark skies regarding lighting infrastructure and regulatory changes, land use decisions or changes, and proposed transportation developments within the region.
>
> Policy E&C.5.4. Encourage uses within Lighting Zone 1 of the lighting codes of the City and County that do not require outdoor lighting, and discourage those which require all-night lighting.

Response: El Paso Industrial Park's proposed land uses align with the community's desire to maintain dark skies. The lighting required and proposed with the Project will meet all City Dark Sky requirements and will be much reduced when compared to a standard commercial development under the current zoning.

Ecosystem Health

Goal E&C.6. Protect, restore and improve ecosystem health and maintain native plant and animal community diversity across all land ownerships in the Flagstaff region.

> Policy E&C.6.3. Promote protection, conservation, and ecological restoration of the region's diverse ecosystem types and associated animals.

Policy E&C.6.4. Support collaborative efforts to return local native vegetation, channel structure and, where possible and applicable, preservation and restoration of in-stream flows to the region's riparian ecosystem.

Policy E&C.6.5. Preserve Flagstaff's wetland areas and discourage inappropriate development that may adversely affect them and the ecosystem services they provide.

Policy E&C.6.6. Support cooperative efforts for forest health initiatives or practices, such as the Four Forest Restoration Initiative (4FRI), to support healthy forests and protect our water system.

Policy E&C.6.7. Use best practices to control the spread of exotic and invasive plants, weeds, and animals, and eradicate where possible.

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.

Response: As mentioned above, Parcel H consists of the FEMA rural floodplain area along the Rio de Flag and this land is anticipated to be sold to the City of Flagstaff. In 2004, City of Flagstaff voters approved Proposition 302 to acquire Open Space and FUTS corridors. Coming out of that voter approved bond, the Flagstaff City Council passed Ordinance 2022-26 which authorized acquisition of specific parcels, including #331 and #336, representing approximately 23 acres of the recently acquired State Trust Land parcel by El Paso Rd Land, LLC. This is area is identified as Parcel "H" on the Concept Rezone Map.

In addition to the area identified for Open Space and FUTS acquisition (Parcel "H"), El Paso Rd Land, LLC. is also in preliminary discussions with the City about selling Parcel "G" as a trailhead and parking area for non-motorized access to the Rio de Flag and Picture Canyon area.

The existing parcel had no invasive weed management performed on it for many decades. The proposed project will provide for better management of invasive weeds. The Project intends to work alongside the land it will serve. For storage and supply areas, best management practices will be implemented and followed to reduce the transportation and/or onsite spread of exotic and invasive plants, weeds, and animals. For areas where new landscaping is required, native, drought-tolerant or edible species appropriate to the area will be planted.

Environmentally Sensitive Lands

Goal E&C.7. Give special consideration to environmentally sensitive lands in the development design and review process.

Policy &C.7.1. Design development proposals and other land management activities to minimize the alteration of natural landforms and maximize conservation of distinctive natural features.

Policy E&C.7.2. Favor the use of available mechanisms at the City and County level for the preservation of environmentally sensitive lands, including but not limited to public acquisition, conservation easements, transfer of development rights, or clustered development with open space designations.

Response: As mentioned above, the Project intends to give special consideration to environmentally sensitive lands as this goal describes by selling a portion of the Subject Property to the City of Flagstaff for its ultimate conservation.

Natural Quiet

Goal E&C.8. Maintain areas of natural quiet and reduce noise pollution.

Policy &C.8.1. Establish location-appropriate sound management tools with measurable criteria.

Policy E&C.8.2. Evaluate land uses and transportation proposals for their potential noise impacts.

Response: Considering the land uses offered within the El Paso Industrial Park, noise impacts will be limited and monitored as to not disturb the natural quiet of the area.

Soils

Goal E&C.9. Protect soils through conservation practices.

Policy E&C.9.2. Construction projects employ strategies to minimize disturbed area, soil compaction, soil erosion, and destruction of vegetation.

Response: El Paso Rd Land, LLC. intends to sell approximately 22.9 acres to the City of Flagstaff for the preservation of the floodplain, wildlife habitat, and the adjacent natural resources including existing soils.

Wildlife

Goal E&C.10. Protect indigenous wildlife populations, localized and larger-scale wildlife habitats, ecosystem processes, and wildlife movement areas throughout the planning area.

Policy E&C.10.1. Encourage local development to protect, conserve, and when possible enhance and restore wildlife habitat.

Policy E&C.10.6. Conserve and restore important wildlife corridors throughout the planning area to allow wildlife to find suitable habitat in the face of climate change by moving along vegetational and elevational gradients.

Response: El Paso Rd Land, LLC. intends to sell approximately 22.9 acres to the City of Flagstaff for the preservation of the floodplain, wildlife habitat, and the adjacent natural resources.

CHAPTER V – OPEN SPACE

Open Space

Goal OS.1. The region has a system of open lands, such as undeveloped natural areas, wildlife corridors and habitat areas, trails, access to public lands, and greenways to support the natural environment that sustains our quality of life, cultural heritage, and ecosystem health.

> Policy OS.1.1. Establish a Conservation Land System supported by stakeholders (federal, state, city, county, non-profit, and interested citizens) to inventory, map, update, and manage the region's green infrastructure including open space planning, acquisition, conservation, protection, and long-term management and maintenance.
>
> Policy OS.1.2. While observing private property rights, preserve natural resources and priority open lands, under the general guidance of the Flagstaff Area Open Space and Greenways Plan and the Natural Environment maps.
>
> 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.

Response: As mentioned, the Property Owner intends to sell a large portion of the Property to the City of Flagstaff for its ultimate conservation to protect the natural resources and wildlife habitats. The Project offers approximately 3,700 linear feet of new FUTS trail along the east and west banks of the Rio de Flag to fill the gap in the pedestrian connectivity to this natural environment. Parcel G is intended to be a trailhead and parking area for non-motorized access to the Rio de Flag and Picture Canyon area for the community to enjoy the views and the quiet that this area offers.

CHAPTER VI – WATER RESOURCES

Planning to Meet Future Demands

Goal WR.4. Logically enhance and extend the City's public water, wastewater, and reclaimed water services including their treatment, distribution, and collection systems in both urbanized and newly developed areas of the City to provide an efficient delivery of services.

> Policy WR.4.1. Use the *Regional Plan* as a guide for the *Utilities Integrated Master Plan* to better plan for the necessary infrastructure sizing and location to accommodate planned growth and resource management.
>
> Policy WR.4.3. Development requiring public utility services will be located within the Urban Growth Boundary.

Response: The proposed land uses are low-water use and reclaimed water use industries which suits the region over more water-intensive uses under the current zoning. In compliance with City of Flagstaff Engineering Code requirements, water will be provided to the parcels from the existing 12" water main in Route 66 and the existing 8" water main in N. El Paso Flagstaff Road. A Water and Sewer Impact Analysis has been completed by the City of Flagstaff. Additionally, the Project has submitted a Reclaimed Water Impact Analysis request.

Stormwater and Watershed Management

Goal WR.5. Manage watersheds and stormwater to address flooding concerns, water quality, environmental protections, and rainwater harvesting.

> Policy WR.5.1. Preserve and restore existing natural watercourse corridors, including the 100-year floodplain, escarpments, wildlife corridors, natural vegetation, and other natural features using methods that result in a clear legal obligation to preserve corridors in perpetuity, where feasible.
>
> Policy WR.5.2. Incorporate pedestrian access, trails, and watchable wildlife opportunities into natural watercourses when practical.
>
> Policy WR.5.3. Identify downstream impacts as the result of development and provide for mitigation measures to address impacts. When possible, mitigations should be non-structural in nature.
>
> Policy WR.5.4. Develop any necessary stormwater infrastructure improvements consistent with City of Flagstaff stormwater master plans or studies as adopted by the City.

Policy WR.5.5. Give preference to regional detention facilities that are designed in conjunction with smaller low-impact development features, rather than numerous smaller dispersed basins. Encourage regional detention basins to incorporate.

Policy WR.5.6. Implement stormwater harvesting techniques to support water conservation strategies by collecting and using local precipitation in the vicinity where it falls to support both human and overall watershed health needs.

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

Response: As previously mentioned, a significant portion of the Property will be sold to the City for the preservation of the floodplain and the adjacent natural resources; and, the Project offers approximately 3,700 linear feet of new FUTS trail along the east and west banks of the Rio de Flag to fill the gap in the pedestrian connectivity to this natural environment. Most of the subject property currently drains to the west and north into the Rio de Flag. In conformance with the City of Flagstaff Stormwater Management Design Manual (SMDM), the proposed development will be designed to continue this historical drainage pattern, and drainage basins will be provided for each lot for the pre vs. post volumetric retention to mitigate impacts to downstream properties.
LID ROCV retention will also be provided in each of the basins per the City of Flagstaff Low Impact Development (LID) Manual. Due to the topographic nature of the site, regional basins cannot be used. Refer to the Preliminary Drainage Report for more information.

Water Quality

Goal WR.6. Protect, preserve, and improve the quality of surface water, groundwater, and reclaimed water in the region.

Policy WR.6.3. Implement best management practices to protect, restore, and maintain surface waters and their contributing watersheds. Note: Refer to best management practices adopted by the Arizona Department of Environmental Quality at http://www/adeq.gov.

Policy WR.6.4. Encourage low-impact development strategies.

Response: The Project will implement the appropriate SWPPP measures for short-term construction and for the long-term existence of the development to protect the downstream Rio de Flag. The Project will also meet all the requirements of the City low-impact development standards.

CHAPTER VII – ENERGY

Efficient Use of Energy

Goal E.1. Increase energy efficiency.

Policy E.1.1. Promote and encourage innovative building practices through instruction on efficient building materials and methodology.

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: a. Public transportation b. Bicycles c. Pedestrians.

Policy E.1.6. Develop land use regulations promoting land use patterns that increase energy efficiency.

Policy E.1.10. Incentivize energy efficiency and renewable energy technologies in construction projects.

Response: El Paso Industrial Park will meet all energy efficiency standards per the City of Flagstaff Building Code. El Paso Industrial Park promotes energy-efficient alternatives to motorized forms of transportation by including approximately 3,700 linear feet of new FUTS trail along the banks of the Rio de Flag that favors pedestrian and bike access to the natural environment. The known users are engaged in developing and manufacturing materials and soil amendments which were previously imported into Flagstaff, so there will be reduced transportation associated with producing a product locally.

BUILT ENVIRONMENT

CHAPTER VIII – COMMUNITY CHARACTER

Scenic Resources and Natural Setting

Goal CC.1. Reflect and respect the region's natural setting and dramatic views in the built environment.

Policy CC.1.1. Preserve the natural character of the region through planning and design to maintain views of significant landmarks, sloping landforms, rock outcroppings, water courses, floodplains, and meadows, and conserve stands of ponderosa pine.

Policy CC.1.2. Continue to define and further develop the community character by incorporating the natural setting into the built environment at all design scales.

Policy CC.1.3. Design development patterns to maintain the open character of rural areas, protect open lands, and protect and maintain sensitive environmental areas like mountains, canyons, and forested settings.

Policy CC.1.6. Encourage cluster development to preserve open space, viewsheds, and scenic vistas.

Response: El Paso Industrial Park has been planned around the preservation of the Rio de Flag, steep slope resources, tree resources, and associated wildlife habitat. Development has been clustered along the east side of the Property in order to preserve the west side.

Heritage Preservation

Goal CC.2. Preserve, restore, and rehabilitate heritage resources to better appreciate our culture.

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.

Response: The City of Flagstaff zoning code requires Heritage Preservation as part of the development process in order to protect and enhance the City's cultural, historical, and archaeological heritage. A cultural resource study was conducted in compliance with City of Flagstaff requirements. The proposed Lot A contains an eligible cultural resource site as identified by the HPTP dated December 8, 2024, and Revised June 6, 2025. As part of the mitigation strategy laid out in the HPTP, no construction activities can occur within the site boundaries until all fieldwork has been completed. The primary artifact concentration area is located within the proposed improvements for Lot A. The overall study boundary and mechanical trenching plan encroaches into the proposed development of Lot A. Data recovery and associated reporting must be completed per the HPTP (Phase I and II as required) before any construction activities can commence within the identified study area. If any cultural materials or features are identified during construction, they must be documented per the requirements of the HPTP. Once mitigation is complete, any discovery of cultural materials during construction will be treated as an inadvertent discovery. Inadvertent discoveries of cultural resources are covered under City of Flagstaff Division10-30.30 Section F, which states that all work should be halted if the work impacts previously unknown resources.

CHAPTER IX – GROWTH AREAS & LAND USE

Greenfield Development

Goal LU.2. Develop Flagstaff 's Greenfields in accordance with the Regional Plan and within the growth boundary.

> Policy LU.2.2. Design new development to coordinate with existing and future development, in an effort to preserve viewsheds, strengthen connectivity, and establish compatible and mutually supportive land uses.
>
> Policy LU.2.3. New development should protect cultural and natural resources and established wildlife corridors, where appropriate.
>
> Policy LU.2.4. Utilize Low Impact Development (LID) strategies and stormwater best practices as part of the overall design for new development.
>
> Policy LU.2.5. Plan Greenfield development within the rural context to encourage formal subdivisions with shared infrastructure instead of wildcat development, and to protect open spaces, and access to public lands.

Response: El Paso Industrial Park is in the perfect rural setting and preserves the special and scenic view corridors of the area, strengthens connectivity with the new FUTS trails, and preserves the floodplain while establishing compatible and mutually supportive land uses under the proposed zoning of HI-O. The Property Owner has completed its due diligence on existing cultural resources in the project area and intends to meet all appropriate regulations. The Project is committed to managing its stormwater efficiently and prudently, including utilizing Low Impact Development strategies.

Applicable to All Land Uses

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

> Policy LU.3.1. Within the urban, suburban, and rural context, use neighborhoods, activity centers, corridors, public spaces, and connectivity as the structural framework for development.
>
> Policy LU.3.2. Coordinate land use, master planning, and recreational uses, when feasible, with local, state, and federal land management agencies and tribal land owners.

Goal LU.5. Encourage compact development principles to achieve efficiencies and open space preservation.

Policy LU.5.1. Encourage development patterns within the designated growth boundaries to sustain efficient infrastructure projects and maintenance.

Policy LU.5.3. Promote compact development appropriate to and within the context of each area type: urban, suburban, and rural.

Goal LU.6. Provide for a mix of land uses.

Policy LU.6.2. Consider commercial core areas, corridors, activity centers, employment centers, research and development parks, special planning areas, and industrial uses as appropriate place types and area types for employment opportunities.

Goal LU.7. Provide for public services and infrastructure.

Policy LU.7.1. Concentrate urban development in locations that use land efficiently, and are served by roads, water, sewer, and other public facilities and services, and that support transit, reduced vehicle trips, and conservation of energy and water.

Policy LU.7.3. Require development proposals to address availability of adequate public services.

Goal LU.8. Balance future growth with available water resources.

Policy LU.8.1. Available water resources should be a consideration for all major development and subdivision applications.

Policy LU.8.2. Impacts on the City's water delivery infrastructure should be a consideration for all residential and nonresidential development proposals.

Response: El Paso Industrial Park is situated in a perfect rural pocket suited for industrial uses, similar to the adjacent uses, with existing roadway and utility infrastructure while being able to set aside land for the preservation of scenic views, the Rio de Flag, and recreational uses.

Rural Area

Goal LU.14. Maintain the character of existing rural communities.

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 LU.14.2. Promote the coordination of the Flagstaff Regional Plan, Coconino County Comprehensive Plan, and area plans that takes into account local conditions and preferences of area residents.

Policy LU.14.4. Connect rural neighborhoods using roads, trails (equestrian, foot, and bicycle), and public access to the National Forest.

Policy LU.14.5. Promote cluster development as an alternative development pattern in appropriate locations as a means of preserving rural resources and to minimize service and utility costs.

Response: El Paso Industrial Park has been designed in order to preserve the adjacent land for its ultimate protection while clustering the industrial development to the east adjacent to existing roadways and utilities. The Project will also provide additional FUTS trails that close a gap from Route 66 along the Rio de Flag to Picture Canyon.

Employment Area

Goal LU.16. Establish heavy industrial areas that provide for the manufacturing of goods, flexible space, and intermodal facilities that are well maintained, attractive and compatible with adjoining nonindustrial uses.

Policy LU.16.2. Ensure new industrial areas are compatible with surrounding areas.

Policy LU.16.3. Locate new industrial areas near the rail line, major highways or the interstate, and ensure they are designed to be compatible with surrounding uses and gateway features.

Policy LU.16.4. Limit the impacts of truck traffic on residential areas.
Policy LU.16.5. Consider all health impacts on the community in the design of new industrial uses, such as wastewater treatment, traffic safety, noise, and other impacts.

Response: El Paso Industrial Park is surrounded by other parcels zoned HC and HI-O. The Property borders the City of Flagstaff Wildcat Wastewater Treatment Facility on the east, the Cemex Cement Plant and Coconino County Public Works to the north, the Arizona Department of Transportation equipment yard to the west, and the BNSF Railroad to the south (south of Route 66). There are no residential uses within a half mile of the proposed development.

CHAPTER X – TRANSPORTATION

Mobility and Access

Goal T.1. Improve mobility and access throughout the region.

Policy T.1.1. Integrate a balanced, multimodal, regional transportation system.

Policy T.1.2. Apply Complete Street Guidelines to accommodate all appropriate modes of travel in transportation improvement projects.

Policy T.1.3. Transportation systems are consistent with the place type and needs of people.

Policy T.1.6. Provide and promote strategies that increase alternate modes of travel and demand for vehicular travel to reduce peak period traffic.

Response: Five of the new parcels (A,B,C,D, E and F) will have access off N. El Paso Flagstaff Rd, which is a private road currently serving the City Wastewater Treatment Facility, Picture Canyon, Kinder Morgan, Cemex and a secondary access to Coconino County Public Works. Parcels G and H will have direct access off Route 66. Parcels B through G will have cross access agreements in place to allow access through the parcels from driveways on N. El Paso Flagstaff Road located on Parcels B, C, and D. If Parcel G is sold to the City for use as a trailhead, this parcel will not be included in the future cross access agreement.

As part of the City of Flagstaff development process, a Traffic Study has been conducted that analyzes the traffic impacts of the development of the new HI-O parcels. The main access road, El Paso Flagstaff Road, will provide access to the proposed parcels, and the existing CEMEX, Wildcat Sewer Treatment Plant, El Paso Natural Gas, and secondary access to the Coconino County Facility. The proposed rezone is effectively a "down-zoning," as the traffic generation patterns and utility impacts for HI-O permitted uses are significantly lower in intensity than that of the HC zones that are currently planned on this site per the City Regional Plan. North El Paso Flagstaff Road is an unclassified road with limited traffic and little to no pedestrian or bicycle traffic and will not be adversely impacted by this project.

The proposed development is estimated to generate under 100 peak hour trips. The traffic analysis and statement evaluated the existing roadways in the vicinity for turn lane warrants based on sight distance requirements and crash analysis data.

Safe and Efficient Multimodal Transportation

Goal T.2. Improve transportation safety and efficiency for all modes.

Policy T.2.1. Design infrastructure to provide safe and efficient movement of vehicles, bicycles, and pedestrians.

Response: Shoulders are provided along El Paso Flagstaff Road and FUTS trail is proposed along the banks of the Rio de Flag for pedestrian and bike traffic while Route 66 and El Paso Flagstaff Road will serve vehicles. Additionally, a dedicated eastbound left turn lane will be provided along Route 66.

Environmental Considerations

Goal T.3. Provide transportation infrastructure that is conducive to conservation, preservation, and development goals to avoid, minimize, or mitigate impacts on the natural and built environment.

Response: In this rural setting, the development has been planned such that it is adjacent to existing roadway infrastructure and where necessary improvements to the existing roadways will be completed.

Quality Design

Goal T.4. Promote transportation infrastructure and services that enhance the quality of life of the communities within the region.

> Policy T.4.1. Promote context sensitive solutions (CSS) supportive of planned land uses, integration of related infrastructure needs, and desired community character elements in all transportation investments.

Response: The addition of pedestrian and bike facilities promotes the enhancement of the quality of life of the Flagstaff community.

Pedestrian Infrastructure

Goal T.5. Increase the availability and use of pedestrian infrastructure, including FUTS, as a critical element of a safe and livable community.

> Policy T.5.1. Provide accessible pedestrian infrastructure with all public and private street construction and reconstruction projects.

Response: As previously mentioned, the Project will provide approximately 3,700 linear feet of new FUTS trails along the banks of the Rio de Flag for pedestrian access to Picture Canyon.

Bicycle Infrastructure

Goal T.6. Provide for bicycling as a safe and efficient means of transportation and recreation.

> Policy T.6.2. Establish and maintain a comprehensive, consistent, and highly connected system of bikeways and FUTS trails.
>
> Policy T.6.4. Encourage bikeways and bicycle infrastructure to serve the needs of a full range of bicyclist experience levels.

Response: As previously mentioned, the Project will provide approximately 3,700 linear feet of new FUTS trails along the banks of the Rio de Flag for bicycle access to Picture Canyon.

HUMAN ENVIRONMENT

CHAPTER XIV – ECONOMIC DEVELOPMENT

Community Character

Goal ED.7. Continue to promote and enhance Flagstaff's unique sense of place as an economic development driver.

> Policy ED.7.1. Support planning, design, and development that positively, creatively, and flexibly contribute to the community image

Response: El Paso Rd Land LLC believes that healthy economies are diverse economies, and that Flagstaff needs a greater inventory of Heavy Industrial uses as permitted in the City of Flagstaff Zoning Code Table 10-40B.30.050. By increasing the availability of Heavy Industrial land in an appropriate and low land use conflict area, we can support a diverse and strong economic base.

Findings for Zoning Map Amendment

Pursuant to Section 10-20.50.040 of the Zoning Code, an amendment to the Zoning Map may be approved if all of the following findings are made, as applicable to the type of amendment:

1. The proposed amendment is consistent with and conforms to the goals and policies of the Regional Plan.

Response: The proposed rezone is consistent with and conforms to the goals and policies of the Regional Plan. As shown on the Future Growth Illustration Map of the Regional Plan, the Property has two types of land use designations: "Area Types" describe the placemaking context of Urban, Suburban, Rural, or Employment; and "Place Types" such as activity centers, corridors, and neighborhoods which provide the framework for density, intensity, and uses within the Area Types. A majority of the portion of the Property that will be developed falls within the Industrial / Business Park - Existing Area Type, with a smaller portion intended to be sold to the City falling within Concentration of Natural Resources Area Type. The proposed HI-O zoning district and site plan conform to the Area and Place Type designations on the Property.

El Paso Industrial Park promotes and furthers the following Regional Plan key points and community benefits. A detailed analysis of the Regional Plan is provided above.

a. Growth areas – Employment
b. Economic Development
c. Environmental Conservation

2. The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City and will add to the public good as described in the General Plan.]

Response: El Paso Industrial Park will not be detrimental to the public interest, health, safety, convenience, or welfare of the City; and will add to the public good as described in the Regional Plan. El Paso Industrial Park provides employment opportunities and conserves the natural environment and resources—all in keeping with the designated Area and Place Types on the Property. El Paso Industrial Park promotes the clustering of heavy industrial uses in space that is appropriate in this rural pocket adjacent to similar uses and preserves the natural floodplain by selling a portion of the Property to the City for its preservation.

3. 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 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.

Response: The requested rezone and proposed use will not endanger, jeopardize or constitute a hazard to the property or improvements in the vicinity. The proposed zone change conforms to the Regional Plan and will meet all applicable development standards, engineering requirements, and building codes. Emergency vehicle access, public service, and infrastructure and utilities exist or will be provided to ensure that El Paso Industrial Park does not have a detrimental impact. Development plans and construction documents will be submitted to the City for review to ensure proper and orderly development.

Survey Notes:

Field measurements used to prepare this plat were made during May, 2023, with additional measurements made during May, 2025.

All dimensions shown are measured. Measured dimensions may be unadjusted field measurements, adjusted field measurements or dimensions calculated directly from unadjusted or adjusted field measurements. For a comparison between measured and record dimensions refer to the dimensions shown on the record documents listed below.

Basis of Bearing and/or Coordinates:
All dimensions shown on this plat are measured and based on the following projection information.
Linear Unit: International Foot
Projection: City of Flagstaff Low Distortion Projection (Transverse Mercator)
Latitude of Grid Origin: N 35°00'00"
Longitude of Grid Origin: W 111°37'00"
Northing at Grid Origin: 0.000 ft.
Easting at Grid Origin: 70,000.000 ft.
Combined Scale Factor = 1.000333
Vertical Datum: NAVD 88

The basis of bearings is true geodetic north. Grid bearings shown hereon do not equal geodetic bearings due to meridian convergence. All bearings shown are grid bearings.

This survey was conducted using GPS referenced to the National Spatial Reference System. Coordinates for GPS control points were derived using the Nation Geodetic Survey's, Online Positioning User Service (OPUS) REF FRAME: NAD_83(2011)(EPOCH:2010.0000).

Existing survey reference monuments found during this survey were left undisturbed.

The following record documents were referred to during the course of the survey and preparation of this plat other than those listed on the title report stated below:
R1) Final Plat for the Marketplace/Flagstaff Auto Park, Instrument 3430462
R2) Record of Survey, Case 3, Map 195.
R3) Special Warranty Deed, Instrument 3370035.
R4) Warranty Deed, Instrument 3441744.
R5) Record of Survey, Book 11, Page 5.
R6) Record of Survey, Instrument 3445189.
R7) Deed, Book 67 of Deeds, Page 557.
R8) Record of Survey, Instrument 3419890

Field measurements included locations of readily visible surface appurtenances of underground utilities, and evidence of utilities on or above the surface of the surveyed property as observed in the process of conducting the fieldwork, which evidence may indicate utilities located on, over or beneath the surveyed property. No record as-built utility information was provided therefore none is shown hereon. No excavations or other direct determinations of underground utility locations were made.

Documents in addition to the record documents stated above, used to prepare this survey were referenced in the Commitment for Title Insurance issued by Pioneer Title Agency, Inc., Order No. 70521325-005-JRK, with a Commitment Date of April 25, 2025 at 7:30 AM.

The following listing of Schedule B exceptions are from the above stated Condition of Title Report. No attempt was made to resolve discrepancies if any, in easement documents. No attempt was made to research recorded or unrecorded easements, other than those listed in the Schedule B exceptions of the above stated Condition of Title Report.

Following are the Schedule B - Section 2 exceptions listed:

Item No. – Instrument Type; Recording Reference; Status for this survey;
Items 1 through 9 – Not survey related

Item 10 – Perpetual Right of Way; State Land Record No. 09-568, dated 9-17-1945; Application for a 200' wide right of way through State Land, Arizona Highway Commission; The 200' wide right of way for West Route 66 is shown hereon.

Item 11 – Perpetual Right of Way; State Land Record No. 71-2390, dated 3-2-1960; Right of way 30' in width to Arizona Public Service Company for operation and maintenance of an electric power line; This right of way has no description and is only depicted by a sketch. The utility poles within this right of way were located to defined the location of this easement which is shown hereon.

Item 12 – Perpetual Right of Way; State Land Record No. 09-2513, dated 6-17-1960; Amendment to the right of way to Coconino County for roadway purposes. The right of way was reduced in size due to the sale of a portion of the State Land that the original right of way covered. The remaining right of way on State Land is shown hereon.

Item 13 – Perpetual Right of Way; State Land Record No. 71-3659, original dated 8-14-1964 amended on 12-15-2000; Amendment to the right of way granted to Qwest Corporation, dba Century Link. The acreage has been reduced due to the sale of State Land in Patents 5455 and 96234. This right of way has no description and is only depicted by a sketch. The utility poles within this right of way were located to defined the location of this right of way which is shown hereon.

Item 14 – Perpetual Right of Way; State Land Record No. 09-3670, dated 10-11-1964; Right of way 30' in width granted to Coconino County Board of Supervisors for the construction and maintenance of a highway. The right of way is depicted by sketch only and covers a portion of El Paso road and is shown hereon.

Item 15 – Perpetual Right of Way; State Land Record No. 71-4527 dated 1-20-1964; A perpetual right of way for construction, operation and maintenance of a municipal sewer interceptor. The portion of this utility easement that affects the portion of the State Land parcel in Section 8 shown on this survey was adjusted from the described easement to match the existing manhole locations and is shown hereon.

Item 16 – Right of Way; State Land Record No. 14-23364 dated 1-12-1990; A right of way to Arizona Public Service Company. This right of way is mostly located in the portion of the State Land which lies south of the BNSF Railroad right of way, but a small portion lies within the right of way stated in Item 10 above; Shown hereon.

Item 17 – 50 Year Right of Way; State Land Record No. 14-83113, dated 3-13-1989; A right of way 20' in width to Arizona Public Service Company, expires 3-12-2039. The right of way was plotted from the exhibit drawings shown in this document, and is shown hereon.

Item 18 – Perpetual Right of Way; State Land Record No. 16-4421, dated 10-3-1968. A right of way 100' in width to Arizona Public Service Company for an electric transmission line. The location of the right of way was plotted per the exhibit in this document. The northerly portion of this right of way falls onto the land owned by United Metro Materials Inc. and the exiting structures and overhead lines do not fall within this portion of the easement. The existing structures for the 230kv line better follow the right of way as shown on the exhibits in Item 17.

Item 19 – Perpetual Right of Way; State Land Record No. 16-95683, dated 10-3-1988. Right of way to the Arizona Department of Transportation(ADOT) for an addition to the existing highway maintenance yard. This right of way is an addition to the land transfered to ADOT by Patent 6788 and is intended to be used only for purposes set forth. If ADOT ceases to use the area for the intended purposes or the necessity for the right of way no longer exists, it will revert to State of Arizona. Shown hereon

Item 20 – Right of Way; State Land Record No. 16-104033, dated 12-17-1998; A right of way, 60' in width for the construction, operation and maintenance of a non-exclusive access road. Shown hereon.

Item 21 – Perpetual Right of Way; State Land Record No. 16-109806, dated 5-13-2005; A right of way 60' in width for the construction, operation and maintenance of a non-exclusive access road. Shown hereon.

Item 22 – Right of Way; State Land Record No. 18-33556, dated 8-25-2015; A right of way to Arizona Public Service Company for an overhead electric distribution line, expires 8-24-2025. The utility poles for the area shown on the exhibit drawing per this document were located and shown hereon.

Item 23 – Right of Way; State Land Record No. 18-105449, dated 1-27-2020; A right of way to Quest Corporation for an overhead communication line, expires 1-26-2030. The utility poles for the area shown on the exhibit drawing per this document were located and shown hereon.

Item 24 – Right of Way; State Land Record No. 18-105734, dated 11-27-2022; A right of way to Quest Corporation, dba Centurylink, for two overhead communication lines, to expire on 11-26-2032. Shown hereon.

Item 25 – Special Land Use Permit; State Land Record No. 23-122210, dated 7-1-2024; To Restoration Soils, LLC, to expire 6-30-2034; Current limits of use shown hereon.

Item 26 – Application to Puchase State Land; State Land Ano. 53-124156 dated 3-7-2023, by Restioration Soils, LLC; for expansion of organic landscape products facility; Current limits of use shown hereon.

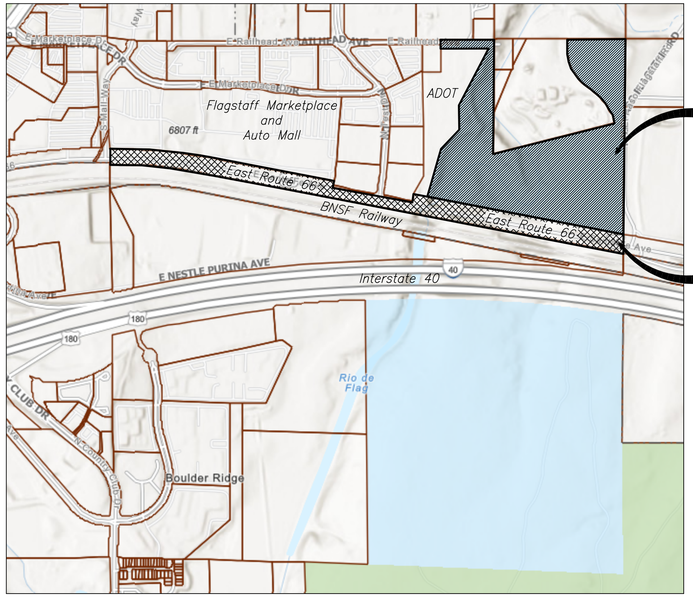
Item 27 – Right of Way; Docket 160, Page 263 and Instrument 3461546; Original County recording of State Land Record 09-2513 and the notice of Ammendment to Right of Way; See Item 12 above.

Item 28 – Resolution of Establishment for additional area to the Arizona Department of Transportation(ADOT) facility in Flagstaff; Docket 1206, Page 709; This document sets forth the intent to obtain additional land from the State Land parcel. This document was recoreded 3-1-1988. Item 19 above, State Land Record No. 16-95683, dated 10-3-1988, sets forth the conditions in the application for a right of way for the purpose of constructing, operating and maintaining an "Addition to Highway Maintenance Yard". See Item 19 above; Area shown hereon.

Item 29 – Right of Way; Instrument 3331874; This is the County recording of State Land Record No. 16-109806. See Item 21 above for details; Shown hereon.

Item 30 – Record of Survey; Instrument 3614491; This record of survey shows a proposed abandonment of a portion of the right of way stated in Item 10 above. No recorded evidence of a right of way abandonment was provided in the above referenced commitment for title insurance or discovered in the public record; The location of the proposed abandonment is shown hereon.

Item 31 – Record of Survey; Instrument 3988451; All matters shown on this record of survey are depicted on this survey.



Vicinity Map
not to scale

Legal Description - State Land - Subject Parcel

Following is a description of a parcel of land located in the northeast quarter of Section 8, Township 21 North, Range 8 East, Gila and Salt River Base and Meridian, Coconino County, Arizona. The parcel is that portion of land owned by the State of Arizona in the northeast quarter of Section 8 which lies north of the Burlington Northern and Santa Fe Railroad right of way.

The parcel is more particularly described by metes and bounds as follows:

COMMENCING at the northeast corner of Section 8, monumented with a BLM brass cap, dated 1972, the TRUE POINT OF BEGINNING of this description, from which point the east quarter corner of Section 8, monumented with a BLM brass cap, dated 1972, bears South 00°31'27" West, 2826.13, the Basis of Bearings for this description:

THENCE South 00°31'27" West along the east line of the northeast quarter of Section 8, 2019.99 feet to the northerly line of the 200.00 foot wide right of way line for Route 66 as shown on the Arizona State Highway Department right of plans 3-T-251, dated 1943 and as shown on State Land Record 09-568;

THENCE South 00°31'27" West, 60.93 feet;

THENCE North 79°26'19" West, parallel with and 60.00 feet southerly of the northerly right of way line of Route 66, 2083.98 feet to the intersection with the southerly prolongation of the easterly line of the parcel described in the State of Arizona Patent No. 6788 which is included in State Land Record 16-95683;

THENCE North 16°49'26" East along the prolongation of the easterly line of Patent No. 6788, 60.36 feet, to the northerly right of way line of Route 66 and to the southeast corner of the parcel described in the State of Arizona Patent No. 6788, monumented with a rebar with aluminum cap, LS 18297;

THENCE North 16°49'26" East along the easterly line of Patent No. 6788, 536.79 feet, to a rebar with aluminum cap LS 18297;

THENCE North 45°21'12" East along the easterly line of Patent No. 6788, 268.97 feet;

THENCE North 00°14'29" West along the easterly line of Patent No. 6788, 259.01 feet;

THENCE North 27°28'12" East along the easterly line of Patent No. 6788, 644.93 feet to the northeast corner of Patent 6788, monumented with a rebar with aluminum cap, LS 18297;

THENCE South 89°43'14" West along the north line of Patent No. 6788, 499.99 feet to the northwest corner of Patent No. 6788 and to the east line of Lot 12 of the Final Plat of the Marketplace/Flagstaff Auto Park recorded in Instrument 3430462, monumented with a rebar with aluminum cap, LS 18297;

THENCE North 00°13'44" West along the east line of Lot 12, 100.00 feet to the north line of the northeast quarter of Section 8, monumented with a rebar with aluminum cap, LS 18297;

THENCE North 89°43'13" East along the north line of the northeast quarter of Section 8, 552.52 feet, to the E 1/16 corner of Section 8 and to the northwest corner of State of Arizona Patent 5455, monumented with a Hex Head bolt;

THENCE South 00°01'00" West along the west line of Patent 5455, 318.07 feet to the southwest corner of Patent 5455 and to the northwest corner of the parcel described as Parcel B in Instrument 3370035, monumented with a rebar with aluminum cap, LS14671;

THENCE South 00°04'02" East along the west line of the parcel described as Parcel B in Instrument 3370035 and along the west line of State of Arizona Patent No. 96234, 864.84 feet to the southwest corner of Patent No. 96234, monumented with a nail with brass tag in rock, LS 14671;

THENCE North 75°35'46" East along the south line of Patent No. 96234, 1292.11 feet to the southeast corner of Patent No. 96234, monumented with a rebar with aluminum cap, LS 14671;

THENCE North 19°52'36" West along the easterly line of Patent No. 96234, 34.86 feet to a rebar with aluminum cap, LS 14671;

THENCE along the easterly line of Patent No. 96234, along a curve to the left having a radius of 650.00 feet, a central angle of 35°00'00" and an arc length of 397.06 feet, (chord bearing of North 37°22'36" West, chord length of 390.92 feet) to a rebar with aluminum cap LS 14671;

THENCE North 54°52'35" West along the easterly line of Patent No. 96234, 43.86 feet, to a rebar with aluminum cap, LS 18297;

THENCE along the easterly line of Patent No. 96234, along a curve to the right having a radius of 501.73 feet, a central angle of 54°18'48" and an arc length of 475.61 feet, (chord bearing of North 27°32'28" West, chord length of 458.01 feet), to a rebar with aluminum cap, LS 18297;

THENCE North 00°20'12" West along the easterly line of Patent No. 96234, 90.50 feet to the northeast corner of Patent 96234 and to the north line of the northeast quarter of Section 8, monumented with a rebar with aluminum cap, LS 14671;

THENCE North 89°42'48" East along the north line of the northeast quarter of Section 8, 599.92 feet to the TRUE POINT OF BEGINNING of this description.

The above described parcel has an area of 54.080 acres more or less.

Legal Description - State Land - Route 66 Parcel

Following is a description of a parcel of land located in the north half of Section 8, Township 21 North, Range 8 East, Gila and Salt River Base and Meridian, Coconino County, Arizona. The parcel being described is that portion of the right of way for Route 66 owned by the State of Arizona in the north half of said Section 8.
The parcel is more particularly described by metes and bounds as follows:

COMMENCING at the northeast corner of Section 8, monumented with a BLM brass cap, dated 1972, from which point the east quarter corner of Section 8, monumented with a BLM brass cap, dated 1972, bears South 00°31'27" West, 2826.13, the Basis of Bearings for this description:

THENCE South 00°31'27" West along the east line of the northeast quarter of Section 8, 2019.99 feet to the north line of the 200.00 foot wide right of way for Route 66 as shown on the Arizona State Highway Department right of plans 3-T-251, dated 1943 and as shown on State Land Record 09-568;

THENCE South 00°31'27" West, 60.93 feet to the TRUE POINT OF BEGINNING of this description;

THENCE South 00°31'27" West along the east line of the northeast quarter of Section 8, 142.17 feet to the south right of way line of Route 66 and to the Burlington Northern and Santa Fe Railroad right of way;

THENCE North 79°26'19" West along the south right of way line of Route 66 and along the Burlington Northern and Santa Fe Railroad right of way, 4263.12 feet, to the east line of State of Arizona Patent No. 2952;

THENCE North 10°33'41" East along the east line of Patent 2952 and along the south right of way line of Route 66 and along the Burlington Northern Santa Fe Railroad right of way, 40.00 feet to a non-tangent spiral curve;

THENCE northwesterly along a spiral curve, the chord of which bears North 79°46'17" West and along the north line of Patent 2952 and along the south right of way line of Route 66 and along the Burlington Northern and Santa Fe Railroad right of way, 199.09 feet to the beginning of a circular curve;

THENCE along the north line of Patent 2952 and along the south right of way line of Route 66 and along the Burlington Northern and Santa Fe Railroad right of way, along a curve to the left having a radius of 5669.58 feet, a central angle of 09°26'24" and an arc length of 934.12 feet, (chord bearing of North 85°09'36" West, chord length of 933.07 feet) to the west line of the northwest quarter of Section 8;

THENCE North 00°59'03" West along the west line of the northwest quarter of Section 8, 160.03 feet to the north right of way line of Route 66 and to the southwest corner of Lot 14 of the Final Plat for the Marketplace/Flagstaff Auto Park recorded in Instrument 3430462, monumented with a scribed "X" in concrete sidewalk;

THENCE along the north right of way line of Route 66 and along a curve to the right having a radius of 5829.58 feet, a central angle of 09°28'25" and an arc length of 963.89 feet, (chord bearing of South 85°10'25" East, chord length of 962.79 feet) to the beginning of a spiral curve;

THENCE southeasterly along a spiral curve, the chord of which bears South 79°46'22" East along the north right of way line of Route 66 and along the south line of Lot 14, 201.52 feet;

THENCE South 79°26'19" East along the south line of Lot 14 and along the north right of way line of Route 66, 1187.27 feet to the southeast corner of Lot 14 and to the west line of Lot 9 of the Marketplace/Flagstaff Auto Park, monumented with a rebar with plastic cap, illegible;

THENCE South 10°33'41" West along the west line of Lot 9 and along the west line of the State of Arizona Patent 53-108624-01, 100.00 feet to the centerline of Route 66;

THENCE South 79°26'19" East along the centerline of Route 66 and along the south line of Patent 53-108624-01, 830.50 feet;

THENCE North 10°33'41" East along the east line of Patent 53-108624-01 and along the east line of Lot 8 of the Marketplace/Flagstaff Auto Park, 100.00 feet to the north right of way line of Route 66;

THENCE South 79°26'19" East along the north right of way line of Route 66, 143.21 feet to the southeast corner of the parcel described in the State of Arizona Patent No. 6788 which is included in State Land Record 16-95683, monumented with a rebar with aluminum cap, LS 18297;

THENCE South 16°49'26" West along the prolongation of the easterly line of Patent No. 6788, 60.36 feet;

THENCE South 79°26'19" East, parallel with and 60.00 feet southerly of the north right of way line of Route 66, 2083.98 feet to the TRUE POINT OF BEGINNING of this description.

The above described parcel has an area of 18.949 acres more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
18297
JOHN A. LUCKOW
Date Signed 6-2-25
ARIZONA U.S.A.

Certification :

El Paso LLC, and the State of Arizona: This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 4, 8, and 11(a) of Table A thereof. The fieldwork was completed on May, 28 2025 with additional observations made in May, 2025.

John A. Luckow — *6-2-25*
John A. Luckow — *Date*

ALTA/NSPS Land Title Survey

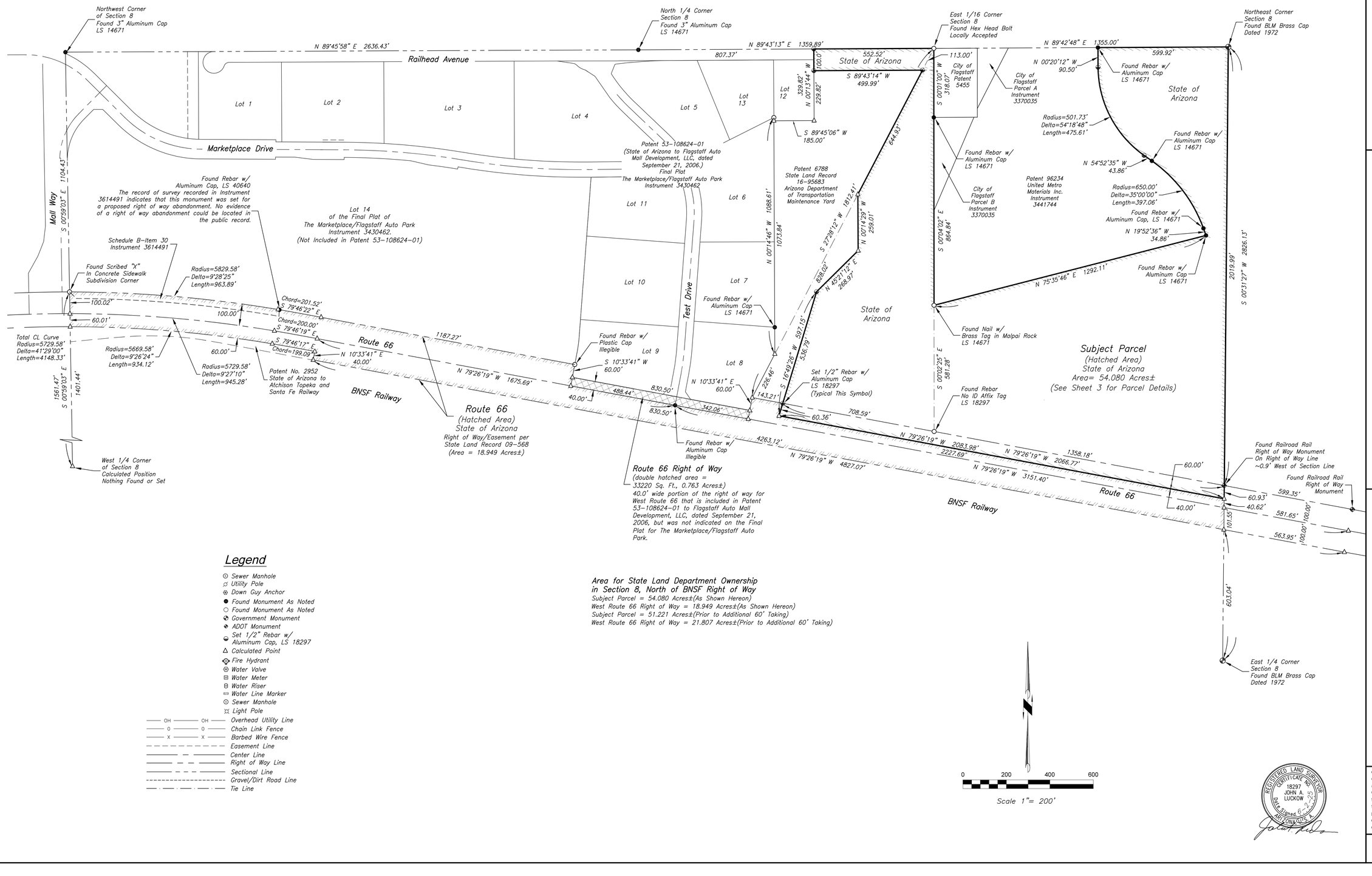
ALTA ENVIRONMENTAL & INFRASTRUCTURE
618 E Route 66, Flagstaff, AZ 86001 928-607-7092

Owner- State of Arizona

ALTA/NSPS Land Title Survey

For a portion of the land owned by the State of Arizona which lies within Section 8, Township 21 North, Range 8 East, Gila & Salt River Base & Meridian, Coconino County, Arizona. The State Land in Section 8 involved in this survey is the portion which lies north of the BNSF Railway right of way.

drawn by:	JJS
checked by:	JL
approved by:	JL
QA/QC by:	JL
field crew:	
field date:	06/2/2025
project no.:	251004-SF
drawing no.:	
date:	06/2/2025



Legend

- Sewer Manhole
- Utility Pole
- Down Guy Anchor
- Found Monument As Noted
- Found Monument As Noted
- Government Monument
- ADOT Monument
- Set 1/2" Rebar w/ Aluminum Cap, LS 18297
- Calculated Point
- Fire Hydrant
- Water Valve
- Water Meter
- Water Riser
- Water Line Marker
- Sewer Manhole
- Light Pole
- OH OH Overhead Utility Line
- O O Chain Link Fence
- X X Barbed Wire Fence
- Easement Line
- Center Line
- Right of Way Line
- Sectional Line
- Gravel/Dirt Road Line
- Tie Line

Area for State Land Department Ownership in Section 8, North of BNSF Right of Way

Subject Parcel = 54.080 Acres±(As Shown Hereon)
West Route 66 Right of Way = 18.949 Acres±(As Shown Hereon)
Subject Parcel = 51.221 Acres±(Prior to Additional 60' Taking)
West Route 66 Right of Way = 21.807 Acres±(Prior to Additional 60' Taking)

REGISTERED LAND SURVEYOR CERTIFICATE NO. 18297 JOHN A. LUCKOW Date Signed 6-2-25 ARIZONA U.S.A.

ALTA ENVIRONMENTAL & INFRASTRUCTURE
618 E Route 66, Flagstaff, AZ 86001 928-607-7092

Owner–State of Arizona

ALTA/NSPS Land Title Survey

For a portion of the land owned by the State of Arizona which lies within Section 8, Township 21 North, Range 8 East, Gila & Salt River Baselines & Meridian, Coconino County, Arizona. The State Land in Section 8 involved in this survey is the portion which lies north of the BNSF Railway right of way.

drawn by:	JJS
checked by:	JL
approved by:	JL
QA/QC by:	JL
field crew:	
field date:	06/2/2025
project no.:	251004-SF
drawing no.:	
date:	06/2/2025

SHEET 2 OF 3

Railhead Avenue

State of Arizona

Lot 12

Lot 13
Found Rebar w/ Aluminum Cap LS 25083

Lot 6

Lot 7

Lot 8

Final Plat
The Marketplace/
Flagstaff Auto Park
Instrument 3430462

Patent 6788
State Land Record
16-95683
Arizona Department
of Transportation
Maintenance Yard

487126 Sq. Feet
11.183 Acres±

Patent 96234
United Metro Materials Inc.
Instrument
3441744

Schedule B-Item 17
20' Wide Right of Way
State Land Record
14-83113

Schedule B-Item 12 &
Schedule B-Item 27
State Land Record
09-2513
100' Wide Right of Way

Schedule B-Item 13
State Land Record
71-3659
Schedule B-Item 24
State Land Record
18-105734

East 1/16 Corner
Section 8
Found Hex Head Bolt
Locally Accepted

Coconino County
Docket 467, Page 41

Northeast Corner
Section 8
Found BLM Brass Cap
Dated 1972

S 89°43'13" W 1359.89'

552.52'

S 89°43'14" W
499.99'

100.00'

329.82'
N 00°13'44" W
229.82'

14.77'
S 89°45'06" W
185.00'

113.00'

51.97'

200.20'

142.38'

N 89°42'48" E 1355.00'

412.50'

599.92'

City of
Flagstaff
Patent 5455

City of
Flagstaff
Parcel A
Instrument
3370035

City of
Flagstaff
Parcel B
Instrument
3370035

318.07'
N 00°01'00" E
217.95'
N 00°01'14" E 317.97'
277.83'
N 27°03'26" E 512.17'

200.19'
N 89°42'55" E
184.67'

40.14'

15.52'

Found Rebar w/
Aluminum Cap
LS 14671

644.93'
S 04°23'19" W 224.23'

S 25°10'55" W 457.83'

429.03'

864.84'
S 00°04'02" E

435.81'

N 00°20'12" W
90.50'

Set 1/2" Rebar w/
Aluminum Cap
LS 18297
(Typical This Symbol)

Sheep Hill Yard
Access Road

Schedule B-Item 21
Schedule B-Item 29
Right of Way 60' in Width
State Land Record
16-109806

Schedule B-Item 14
30' Wide Right of Way
State Land Record
09-3670

Chain Link Fence
Along Parcel Boundary

Existing Asphalt
Roadway

Schedule B-Item 17
20' Wide Right of Way
State Land Record
14-83113

Radius=501.73'
Delta=54°18'48"
Length=475.61'

Chain Link Fence
on Subject Parcel
See Note For
Item 11

60.0'

Schedule B-Item 20
State Land Record
16-104033

N 54°52'35" W
43.86'

Radius=650.00'
Delta=35°00'00"
Length=397.06'

Schedule B-Item 18
100' Wide Right of Way
State Land Record
16-4421

100.00'

N 19°52'36" W
34.86'

Schedule B-Item 20
State Land Record
16-104033

Existing Asphalt
Roadway w/
Ribbon Curb
Easement Not Provided
on City Property

Schedule B-Items 19 & 28
State Land Record
Right of
Way/Easement
16-95683
Arizona Department
of Transportation
Addition to
Maintenance Yard

S 26°08'05" E 256.41'

S 27°28'12" W 181.41'

N 00°14'29" W 259.01'

N 00°14'46" W 1088.61'

950.92'

N 75°21'09" E 263.00'

N 45°21'12" E 268.97'

828.02'

Barbed Wire
Fence

Chain Link
Fence

Chain Link Fence
Along Parcel Boundary

End Chain Link Fence
at Top of Drainage

S 75°35'46" W 1292.11'

Schedule B-Item 17
20' Wide Right of Way
State Land Record
14-83113

Schedule B-Item 17
100' Wide
Right of Way
State Land Record
14-83113

Schedule B-Item 25
State Land Record
23-122210
Schedule B-Item 26
State Land Record
53-124156
Restoration Soils, LLC
Current Limits of Use

Found Nail w/
Brass Tag in Malpai Rock
LS 14671

Schedule B-Item 11
30' Wide Right of Way
State Land Record
71-2390

Found Rebar w/
Aluminum Cap
LS 14671

122.92'

S 16°49'26" W 597.15'
(S 16°36'79" W)

Schedule B-Item 15
30' Wide Right of Way
State Land Record
71-4527

228.46'

143.21'

Gate

160.36'

Concrete
Barriers

Guardrail

Drainage
Structures

708.59'

N 0°02'25" W 581.28'

Subject Parcel
State of Arizona
(Hatched Area)
Area = 54.080 Acres±
No Permanent Structures

Found Rebar
No ID Affix Tag
LS 18297

Route 66

100.00'
40.0'
100.00'

60.0'

S 79°26'19" E 2083.98'
N 79°26'19" W 2227.69'

1358.18'

Schedule B-Item 10
State Land Record
09-568

Route 66
State of Arizona
(Hatched Area)
Right of Way/Easement per
Schedule B-Item 10
State Land Record 09-568
18.949 Acres±
(See Sheet 1 for Detail of
Right of Way)

Schedule B-Item 16
25' Wide Right of Way
State Land Record 14-23364

Guy Wires Fall
Outside of Easement

Schedule B-Item 25
State Land Record
23-122210
Schedule B-Item 26
State Land Record
53-124156
Restoration Soils, LLC
Current Limits of Use

Schedule B-Item 22
State Land Record
18-33556 (Unknown Width)
Schedule B-Item 23
State Land Record
18-105449 (Unknown Width)

Schedule B-Item 17
20' Wide Right of Way
State Land Record
14-83113

Schedule B-Item 17
100' Wide Right of Way
State Land Record
14-83113

Schedule B-Item 18
100' Wide Right of Way
State Land Record
16-4421

Schedule B-Item 11
30' Wide Right of Way
State Land Record
71-2390

Found Railroad Rail
Right of Way Monument
On Right of Way Line
~0.9' West of Section Line

Schedule B-Item 14
30' Wide Right of Way
State Land Record
09-3670

Existing Asphalt
Roadway w/
Ribbon Curb

El Passo Road

2019.99'

S 00°31'27" W 2080.92'

60.92'

599.35'

Found Railroad
Rail Right of Way Monument

City of Flagstaff
Docket 741, Page 692

0 100 200 300

Scale 1"= 100'

Legend

- Sewer Manhole
- Utility Pole
- Down Guy Anchor
- Found Monument As Noted
- Found Monument As Noted
- Government Monument
- ADOT Monument
- Set 1/2" Rebar w/ Aluminum Cap, LS 18297
- Calculated Point
- Fire Hydrant
- Water Valve
- Water Meter
- Water Riser
- Water Line Marker
- Sewer Manhole
- Light Pole
- Overhead Utility Line
- Chain Link Fence
- Barbed Wire Fence
- Easement Line
- Center Line
- Right of Way Line
- Sectional Line
- Gravel/Dirt Road Line
- Tie Line

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
18297
JOHN A.
LUCKOW
Date Signed 6-27-25
ARIZONA U.S.A.

ALTA
ENVIRONMENTAL & INFRASTRUCTURE
618 E Route 66, Flagstaff, AZ 86001 928-607-7092

Owner–State of Arizona

ALTA/NSPS Land Title Survey

For a portion of the land owned by the State of Arizona which lies within Section 8, Township 21 North, Range 8 East, Gila & Salt River Baseline & Meridian, Coconino County, Arizona. The State Land in Section 8 involved in this survey is the portion which lies north of the BNSF Railway right of way.

drawn by:	JJS
checked by:	JL
approved by:	JL
QA/QC by:	JL
field crew:	
field date:	06/2/2025
project no.:	251004-SF
drawing no.:	
date:	06/2/2025

SHEET
3 OF 3

CONCEPT ZONING PLAN
FOR
EL PASO INDUSTRIAL PARK
FLAGSTAFF, ARIZONA

LOCATED IN THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 21, RANGE 7 EAST, OF THE GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, CITY OF FLAGSTAFF, ARIZONA

PROPERTY INFORMATION:

APN:113-37-STATE1
ADDRESS - 2661 N EL PASO FLAGSTAFF ROAD
FLAGSTAFF, AZ 86004

NUMBER OF LOTS: 8
EXISTING ZONING: HIGHWAY COMMERCIAL (HC) AND HEAVY INDUSTRIAL OPEN (HI-O)
PROPOSED ZONING: HEAVY INDUSTRIAL - OPEN (HI-O)
GROSS ACREAGE: ±54.08 ACRES
NET ACREAGE (EXCLUDING ROW): ±54.08 ACRES
ACREAGE TO BE REZONED: 23.89 ACRES

LOT A - 6,000 BUILDING, FAR = 6,000/346,664 = 0.017
LOT D - 6,000 BUILDING, FAR = 6,000/174,242 = 0.034

PROPERTY OWNER/DEVELOPER:

EL PASO RD LAND, LLC.
2684 E. HUNTINGTON DR.
FLAGSTAFF, AZ 86004
CONTACT: ART BABBOTT
PHONE: 928-607-1688
EMAIL: ABABBOTT@GMAIL.COM

CIVIL ENGINEER

ARDURRA GROUP INC.
1801 W. ROUTE 66, SUITE 117
FLAGSTAFF, AZ 86001
CONTACT: DANIEL WYK, PE
PHONE: 928-774-4636

SURVEYOR

ARIZONA SURVEYING
1843 W. HEAVENLY CT
FLAGSTAFF, AZ 86001
CONTACT: JOHN LUCKOW, RLS
PHONE: 928-607-7092

RESOURCE PRESERVATION

THE PROJECT FALLS WITHIN THE CITY OF FLAGSTAFF RESOURCE PROTECTION OVERLAY ZONE AND THERE ARE RESOURCES WITHIN THE PROJECT THAT REQUIRE PRESERVATION. THE SITE WAS PREVIOUSLY USED AS AN UNSUITABLE MATERIAL DUMP FOR ADJACENT PROPERTIES WHICH MEANS THAT ALL STEEP SLOPES ARE NOT SLOPE RESOURCES THAT NEEDS TO BE PRESERVED. PLEASE REFER TO THE CONCEPT ZONING PLAN FOR EXISTING TREE AND SLOPE RESOURCES. LOT H IS PROPOSED TO BE SOLD TO THE CITY OF FLAGSTAFF AND WILL PRESERVE THE MAJORITY OF THE TREE AND SLOPE RESOURCES ON THE SITE.

FLOOD ZONE CLASSIFICATION

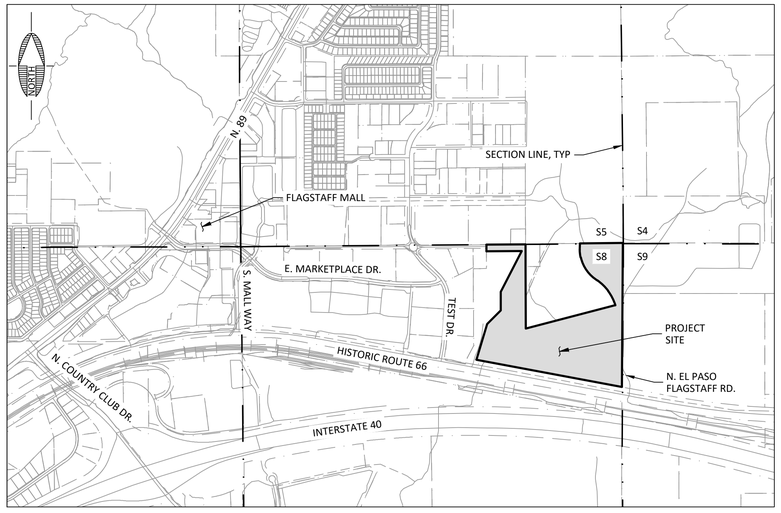
THE MAJORITY OF THE PROJECT AREA IS WITHIN ZONE X DESIGNATED BY FEMA FIRM'S 04005C-6827G AND 04005C-6831G. A PART OF THE PROJECT AREA IS WITHIN THE SPECIAL FLOOD HAZARD AREAS ZONE AE AND REGULATORY FLOODWAY. NO BUILDINGS WILL OCCUR IN THE FLOODPLAIN OR ANY FLOOD HAZARD AREA.

SOURCE OF PROJECT INFORMATION

BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY ARIZONA SURVEYING INC. DATED 05/29/2025.

GRADING ACTIVITY

ANTICIPATED GRADING INCLUDES DRIVEWAYS, BUILDING PADS FOR PROPOSED BUILDINGS AS SHOWN, AND RETENTION AREAS.



VICINITY MAP

LEGEND

PROPOSED		EXISTING
6945	CONTOUR (INDEX)	6945
	CONTOUR (INTERMEDIATE)	
	ROW	
	EASEMENT	
S	SEWER	SS
W	WATER	W
UGE	ELECTRIC (UNDERGROUND)	UGE
OHE	ELECTRIC (OVERHEAD)	OHE
CATV	CABLE TV	CATV
FO	FIBER OPTIC	FO
TL	TELEPHONE	TL
G	GAS	G
	STORM DRAIN PIPE	
	LOT LINE	
	PAVEMENT	
	CURB	
	SIDEWALK	
	CONCRETE	
	WALL	
	BUILDING	
	ROAD CENTERLINE	
	FLOW LINE	
	STRIPING	
	SIGN	
	FIRE HYDRANT	
	WATER VALVE	
	SEWER MANHOLE	
	STORM MANHOLE	UTILITY POLE
	SCUPPER	
	STORM CATCH BASIN	
	STORM CURB INLET	

Sheet List Table

PAGE NO.	SHEET NO.	SHEET TITLE
1	CP01	COVER SHEET
2	CP02	CONTEXT ANALYSIS MAP
3	CP03	SITE ANALYSIS MAP
4	CP04	CONCEPT ZONING PLAN

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

REVISION | BY | DATE | NO.

O: 928.774.4636
1801 W ROUTE 66,
SUITE 117
FLAGSTAFF, AZ 86001
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ARDURRA
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PRELIMINARY
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EL PASO INDUSTRIAL PARK
CONCEPT ZONING PLAN
COVER SHEET
FLAGSTAFF
COCONINO

JOB NO.:	225068
DESIGN BY:	JEE
DRAWN BY:	JEE
CHECKED:	DN
DATE:	MARCH 2026

DWG. CP01
SHEET 1 OF 4

PLOTTED: Mar 18, 2026-10:07am
FILE: Y:\FLG\FLG-FS\02\2025\225068\03-PROD\03-DWGS\C-CVR-225068.DWG JERIKSSON

SCALE 1" : 150'
0 75 150

COUNTRY CLUB TOWING & RECOVERY

LIGHT INDUSTRIAL (LI)

ECONOMY TOWING

E. RAILHEAD AVE.

PLANET CHRYSLER DODGE JEEP RAM FIAT OF FLAGSTAFF

ADOT MAINTENANCE YARD

FINDLAY VOLKSWAGEN FLAGSTAFF

MERCEDES-BENZ OF NORTHERN ARIZONA

HIGHWAY COMMERCIAL (HC)

HEAVY INDUSTRIAL OPEN (HI-O)

WILDCAT HILL WASTEWATER PLANT

FLAGSTAFF COLLISION CENTER

RIO DE FLAG

HEAVY INDUSTRIAL OPEN (HI-O)

RESTORATION SOILS

N EL PASO FLAGSTAFF RD

PUBLIC FACILITY (PF)

HISTORIC RTE. 66

BNSF RAILROAD

LIGHT INDUSTRIAL (LI)

PROPOSED 141.0' ROW

EXISTING 200.0' ROW

6770 6780 6790 6750 6760 6770 6780 6790 6750 6760 6770 6780 6790 6800

ZONING LEGEND

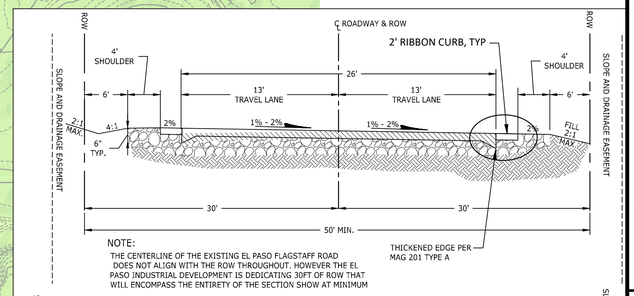
FLAGSTAFF ZONING

	HC	HIGHWAY COMMERCIAL
	LI	LIGHT INDUSTRIAL
	HI-O	HEAVY INDUSTRIAL OPEN
	PF	PUBLIC FACILITY
		SUBJECT PARCEL

FLOODING LEGEND

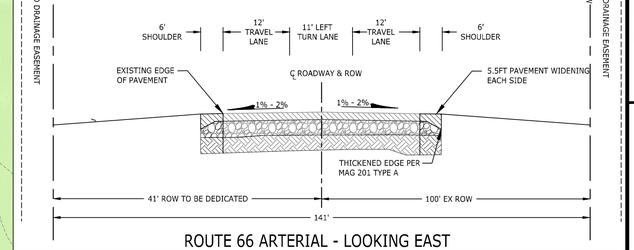
FEMA

- 100 - YEAR FLOODPLAIN
- 500 - YEAR FLOODPLAIN
- FLOODWAY



NOTE:
THE CENTERLINE OF THE EXISTING EL PASO FLAGSTAFF ROAD DOES NOT ALIGN WITH THE ROW THROUGHOUT. HOWEVER THE EL PASO INDUSTRIAL DEVELOPMENT IS DEDICATING 30FT OF ROW THAT WILL ENCOMPASS THE ENTIRETY OF THE SECTION SHOW AT MINIMUM

EL PASO FLAGSTAFF ROAD RURAL LOCAL - LOOKING NORTH



ROUTE 66 ARTERIAL - LOOKING EAST

NOTE: EXISTING ROUTE 66 TO BE WIDENED BY 5.5FT ON THE NORTH AND SOUTH AND RESTRIPED FOR THE NEW TURN LANE

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NO.	DATE	BY	REVISION

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EL PASO RD INDUSTRIAL PARK
CONCEPT ZONING PLAN
CONTEXT ANALYSIS MAP

FLAGSTAFF
COCONINO

JOB NO.:	225068
DESIGN BY:	JEE
DRAWN BY:	JEE
CHECKED:	DN
DATE:	MARCH 2026

DWG. CP02
SHEET 2 OF 4

PLOTTED: Mar 18, 2026-10:08am
FILE: Y:\FLG\FLG-FS02\2025\225068\03-PROD\03-DWGS\BC-C3D-CONTEXT ANALYSIS MAP-225068.DWG JERIKSSON

SCALE 1" : 100'
0 50 100

SITE ANALYSIS:

A. EXISTING TOPOGRAPHY OF PROJECT SITE AS SHOWN. THE MAJORITY OF THE SLOPE RESOURCES (SLOPES EXCEEDING 16.99%) ARE LOCATED IN LOT H THAT IS PLANNED TO BE SOLD TO THE CITY OF FLAGSTAFF. THERE ARE SOME MANMADE STEEP SLOPES ON THE WEST PART OF LOT C, D & F TOWARDS RIO DE FLAG.
B. SOLAR ORIENTATION AS SHOWN ON BOTTOM OF SHEET.
C. EXISTING VEGETATION IS MAINLY GRASS WITH AREAS OF PONDEROSA PINE, MAINLY ON LOT G, H, THE WESTERN PART OF LOT F AND THE EASTERN PART OF LOT E.
D. VIEW CORRIDORS NOTICEABLE FROM THE SITE INCLUDE THE SAN FRANCISCO PEAKS TO THE NORTHWEST, CINDER HILL AND PICTURE CANYON TO THE NORTH, WILDCAT SEWER TREATMENT PLANT TO THE EAST AND BNSF RAILROAD AND I-40 TO THE SOUTH.
E. CLIMATIC CONSIDERATIONS FOR THE PROJECT SITE: THE PREVAILING WINDS ARE GENERALLY FROM THE SOUTHWEST AND AT 7,000 FEET FLAGSTAFF EXPERIENCES SNOW AND LARGE TEMPERATURE SWINGS. AS A RESULT OF REOCCURRING FREEZE/THAW CYCLES, PEDESTRIAN WALKWAYS WILL AVOID THE NORTH SIDE OF BUILDINGS AS MUCH AS POSSIBLE. THE SITE EXPERIENCES A LOT OF EXPOSURE. PRECIPITATION NATURALLY RUNS TO THE NORTH TO TWO EXISTING STORM DRAIN INLETS AND ULTIMATELY INTO THE PUBLIC STORM DRAIN SYSTEM IN E. BUTLER AVE.
F. FLAGSTAFF SUBSURFACE CONDITIONS GENERALLY CONSIST OF ROCK AND/OR CLAY MATERIAL, IT IS EXPECTED THAT THIS SITE WILL BE THE SAME. LOT C CONSIST OF MANMADE UNDOCUMENTED FILL. ALL DESIGN WILL BE PER THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT.
G. RIO DE FLAG RUNS THROUGH THE PROJECT SITE. BESIDES THIS THERE ARE NO EXISTING SWALES & STREAM CORRIDORS FOR THIS PROJECT.
H. THE PROJECT IS SURROUNDED BY LIGHT INDUSTRIAL AREAS TO THE NORTH AND SOUTH, HIGHWAY COMMERCIAL AREAS TO THE WEST, AND PUBLIC FACILITY TO THE EAST. ROUTE 66 RUNS EAST-WEST TO THE SOUTH OF THE SITE AND EL PASO FLAGSTAFF ROAD RUNS NORTH-SOUTH TO THE EAST OF THE SITE.

APN 113-12-010
APN 113-10-003
APN 113-06-002
APN 113-07-002A
APN 113-07-001D
APN 113-82-006 Lot 6
APN 113-82-007 Lot 7
APN 113-82-008B Lot 8
APN 113-37-003 City of Flagstaff Patent 5455
APN 113-37-007B City of Flagstaff Parcel B Instrument 3370035
APN 113-37-007A Patent 96234 United Metro Materials Inc. Instrument 3441744
Patent 6788 State Land Record 16-95683 Arizona Department of Transportation Maintenance Yard

E. RAILHEAD AVE.
S 89°43'12" W 552.52'
N 89°43'14" E 500.00'
S 0°13'44" E 100.00'
N 0°00'00" E 318.07'
S 0°20'12" E 690.50'
S 89°42'48" W 599.92'
S 27°28'12" W 684.93'
S 0°14'29" E 259.01'
N 0°04'02" W 464.84'
S 45°21'12" W 268.97'
S 16°49'26" W 536.79'
S 79°26'19" E 708.59'
S 79°26'19" E 1358.19'
S 75°35'46" W 1292.11'
S 54°52'35" E 43.86'
S 19°35'36" E 34.46'
N 0°31'27" E 2019.99'

LOT A
PROPOSED ZONING: HI-O
PROPOSED USE: MANUFACTURING/PROCESSING HEAVY
EXISTING USE: UNDEVELOPED

LOT B
PROPOSED/EXISTING ZONING: HI-O
PROPOSED/EXISTING USE: COMPOSTING FACILITY

LOT C
PROPOSED ZONING: HI-O
PROPOSED USE: CONSTRUCTION STORAGE/SUPPLY YARD
EXISTING USE: UNDEVELOPED

LOT D
PROPOSED ZONING: HI-O
PROPOSED USE: CONSTRUCTION STORAGE/SUPPLY YARD
EXISTING USE: UNDEVELOPED

LOT E
PROPOSED ZONING: HI-O
PROPOSED USE: CONSTRUCTION STORAGE/SUPPLY YARD
EXISTING USE: UNDEVELOPED

LOT F
PROPOSED ZONING: HI-O
PROPOSED USE: CONSTRUCTION STORAGE/SUPPLY YARD
EXISTING USE: UNDEVELOPED

LOT G
PROPOSED ZONING: HI-O
PROPOSED USE: PARKING TRAILHEAD OR CONSTRUCTION STORAGE/SUPPLY
EXISTING USE: UNDEVELOPED

LOT H
TO BE SOLD TO COF

PROPOSED EXTENDED DETENTION, TYP
PROPOSED 30.0' ACCESS EASEMENT
SHEEP HILL YARD ACC. RD. TO BE REALIGNED TO THE PROPOSED EASEMENT
6,000 SF BLDG.
6,000 SF BLDG.
PARKING STALLS, TYP
EXISTING RESTORATION SOILS
30' EXISTING ROADWAY EASEMENT DK 240, PG 44
30' EXISTING ASLD R/W NO. 09-3670
EXISTING 20.0' EASEMENT STATE LAND DEPT. LAND DOCUMENT 124-83113
100.0' ASLD ROW 16-24421, 16-19384 OVERHEAD POWERLINE ESMT.
100.0' ASLD ROW
30.0' ASLD ROW
30.0' - ASLD ROW
EXISTING 200.0' ASLD ROW
PROPOSED 140' ROW
EL PASO FLAGSTAFF RD
HISTORIC RTE. 66
RIO DE FLAG
FEMA 100-YEAR FLOOD PLAIN
POTENTIAL F.U.T.S. LOCATION TO COINCIDE WITH WILDCAT SEWER INTERCEPTOR UPGRADE PROJECT SEWER ACCESS ROAD TO BE COORDINATED WITH CITY
PROPOSED SEWER MAIN PER WILDCAT SEWER INTERCEPTOR UPGRADE PROJECT (NOT A PART OF THIS PROJECT)
POTENTIAL F.U.T.S. LOCATION PER NOTE 1.
D6, 276' X 13', TYP ALONG EL PASO FLAGSTAFF RD.
D5, 386' X 21.5', TYP ALONG EL PASO FLAGSTAFF RD.
D4, 423' X 34.5', TYP ALONG EL PASO FLAGSTAFF RD.
D2, 772' X 24'
D1, 845' X 42'
D3, 551' X 18'

VIEW TO SAN FRANCISCO PEAKS
VIEW TO CINDER HILL AND PICTURE CANYON
VIEW TO WILDCAT HILL WASTEWATER PLANT
VIEW BNSF RAILROAD AND INTERSTATE CORRIDOR
GENERAL PATH OF SOLAR EXPOSURE

CLEAR VIEW ZONE CALCULATIONS

ID #	MINOR ROAD (STOP CONTROL)	MAJOR ROAD	MANEUVER DIRECTION	DESIGN SPEED (V_{MAJOR})[1]	TIME GAP ($t_{g\,UNADJUSTED}$)	GRADE ≤ 3%	MULTIPLE LANE CROSSINGS	NO. OF LANES[4]	TIME GAP ($t_{g\,ADJUSTED}$)[2]	INTERSECTION SIGHT DISTANCE (ISD)[3]	STOPPING SIGHT DISTANCE (SSD)
D1	DRIVEWAY	MINOR ARTERIAL	LEFT	50	11.5	YES	NO	1	11.5	845	425
D2	DRIVEWAY	MINOR ARTERIAL	RIGHT	50	10.5	YES	NO	1	10.5	772	425
D3	MINOR ARTERIAL	DRIVEWAY	LEFT	50	7.5	YES	NO	1	7.5	551	425
D4	DRIVEWAY	RURAL LOCAL	LEFT	25	11.5	YES	NO	1	11.5	423	155
D5	DRIVEWAY	RURAL LOCAL	RIGHT	25	10.5	YES	NO	1	10.5	386	155
D6	RURAL LOCAL	DRIVEWAY	LEFT	25	7.5	YES	NO	1	7.5	276	155

Notes:
(1) The major road speed limits (V_{MAJOR} in MPH) are based on existing conditions in the project vicinity.
(2) The time gap values, adjusted ($t_{g\,adjusted}$ in seconds) and unadjusted ($t_{g\,unadjusted}$ in seconds), are based on the current site plan and the *AASHTO–Geometric Design of Highways and Streets* Exhibits 9-54 and 9-57 for D1 and D2 and Exhibits 9-66 and 9-67 for M1. The first lane crossed does not warrant an adjustment
(3) The intersection site distance (ISD in feet) calculations are based on Equation 9-1 in the *AASHTO–Geometric Design of Highways and Streets*. Equation 9-1:
(4) The number of lanes crossed may include medians converted to equivalent lanes. The number of lanes provided in the table includes the first lane crossed.
(5) If the approach grade is greater than 3%, add 0.1 seconds for each percent grade.

LEGEND

- PRESERVED/DISTURBED SLOPE RESOURCES 17–24.99%
- PRESERVED/DISTURBED SLOPE RESOURCES 25–34.99%
- PRESERVED/DISTURBED SLOPE RESOURCES >35%
- BUILDING ENVELOPE
- EXTENDED DETENTION
- PRESERVED TREE
- DISTURBED TREE

LOT A CONTAINS A CULTURAL RESOURCE SITE THAT HAS BEEN DEEMED AS ELIGIBLE FOR LISTING ON THE ARIZONA AND NATIONAL REGISTER OF HISTORIC PLACE. IF AVOIDANCE IS NOT FEASIBLE, THE HPTP, DATED JUNE 6, 2025, WILL GUIDE PHASED DATA RECOVERY PRIOR TO ANY GROUND DISTURBANCE AND INCLUDES A PLAN FOR MONITORING, IF THE HPTP DETERMINES THAT MONITORING IS NEEDED, DURING ANY CONSTRUCTION ACTIVITIES THAT MAY OCCUR FOLLOWING MITIGATION.

EXHIBIT "B" ADDITIONAL CONDITIONS 53-124156-01 (AS STIPULATED IN THE LAND SALE PATENT, THESE CONDITIONS ONLY APPLY TO LOT A)

THERE MAY BE REGISTER ELIGIBLE SITE OR SITES LOCATED WITHIN THE SUBJECT PROPERTY, WHICH COULD INCLUDE INFORMATION SIGNIFICANT IN THIS STATE'S HISTORY, ARCHITECTURE, ARCHAEOLOGY, OR CULTURE AND MAY MEET ELIGIBILITY CRITERIA, WHICH THE ARIZONA STATE PARKS BOARD HAS ESTABLISHED FOR LISTING ON THE ARIZONA REGISTER OF HISTORIC PLACES, OR WHICH MEET ELIGIBILITY CRITERIA FOR LISTING ON THE NATIONAL REGISTER OF HISTORIC PLACES. IF GROUND-DISTURBING ACTIVITIES WILL OR MAY IMPACT ONE OR MORE REGISTER ELIGIBLE SITE OR SITES, PATENTEE SHALL CONSULT WITH THE STATE HISTORIC PRESERVATION OFFICE AND OTHERWISE TAKE SUCH ACTIONS AS ARE NECESSARY TO AVOID, PRESERVE, PROTECT, OR MITIGATE IMPACTS ON THE REGISTER ELIGIBLE SITE OR SITES. IN THE EVENT THAT AVOIDANCE, PRESERVATION AND PROTECTION OF THE REGISTER ELIGIBLE SITE OR SITES CANNOT BE ACCOMPLISHED, PATENTEE SHALL ENSURE A DATA RECOVERY PLAN IS DEVELOPED IN CONSULTATION WITH AND ACCEPTABLE TO, THE ARIZONA STATE MUSEUM AND THE STATE HISTORIC PRESERVATION OFFICE, OR THEIR SUCCESSOR AGENCIES, AND THE DATA RECOVERY IS IMPLEMENTED AND COMPLETED PRIOR TO THE REGISTER ELIGIBLE SITE OR SITES BEING AFFECTED. THE ARTIFACTS AND RECORDS RECOVERED FROM THE SUBJECT PROPERTY SHALL BE CURATED ACCORDING TO THE ARIZONA STATE MUSEUM CONSERVATION AND CURATION STANDARDS AS ESTABLISHED IN RULES IMPLEMENTING THE ARIZONA ANTIQUITIES ACT.

IF HUMAN REMAINS ARE ENCOUNTERED DURING GROUND-DISTURBING ACTIVITIES, ALL WORK MUST IMMEDIATELY CEASE WITHIN 30.48 METERS (100 FEET) OF THE DISCOVERY AND THE AREA MUST BE SECURED. THE ARIZONA STATE MUSEUM MUST BE NOTIFIED OF THE DISCOVERY. ALL DISCOVERIES WILL BE TREATED IN ACCORDANCE WITH ARIZONA REVISED STATUTES (A.R.S. § 41-844 AND A.R.S. § 41-865) AND WORK MUST NOT RESUME IN THIS AREA WITHOUT AUTHORIZATION FROM THE ARIZONA STATE MUSEUM.
THESE CONDITIONS SHALL RUN WITH THE SUBJECT PROPERTY, AND BE BINDING ON THE PATENTEE'S HEIRS, SUCCESSORS, AND ASSIGNS.

NOTE 1. THE PRELIMINARY PLAT COMMITS TO A CONSTRUCTIBLE FUTS. A WORKABLE SOLUTION WILL BE DESIGNED AND ACCOUNTED FOR PRIOR TO THE FINAL PLAT. MULTIPLE DESIGN SOLUTIONS EXIST. DESIGN OPTIONS ALL NEED EITHER ALTERATIONS TO THE RURAL FLOODPLAIN OR AN EASEMENT ALONG THE WESTERN EDGE OF LOTS C, D, AND F. THIS EASEMENT IS SHOWN GRAPHICALLY AT 15 FEET, BUT ITS WIDTH IS EXPECTED TO VARY DEPENDING ON UNDERLYING TERRAIN. THE FINAL EASEMENT MAY BE VARIABLE WITH ITS WIDTH, AS DETERMINED BY DESIGN CONSTRAINTS AND COORDINATION WITH THE CITY OF FLAGSTAFF, OR MAY NOT BE NEEDED IF A SEPARATE ALIGNMENT SOLUTION IS AGREED UPON BEFORE FINAL PLAT.

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EL PASO RD INDUSTRIAL PARK
SITE ANALYSIS MAP
FLAGSTAFF
COCONINO

JOB NO.:	225068
DESIGN BY:	JEE
DRAWN BY:	JEE
CHECKED:	DN
DATE:	MARCH 2026
DWG:	CP03
SHEET	3
OF	4

FILE: Y:\FLG\FLG-FS\0202025\225068\03-PROD\03-DWGS\BC-C3D-SITE ANALYSIS MAP-225068.DWG JERIKSSON
PLOTTED: Mar 18, 2026 - 10:10am

SCALE 1" : 100'
0 50 100

NOTE:
1. CROSS-ACCESS AGREEMENTS WILL BE CREATED FOR LOT B-G
2. USES NOT PERMITTED ON SUBJECT PARCEL (HI-O): BUSINESS PARKS, EQUIPMENT RENTAL YARD -HEAVY, MICRO-BREWERY OR MICRO-DISTILLERY AND RESEARCH AND DEVELOPMENT

FLOODING LEGEND

FEMA
- 100 - YEAR FLOODPLAIN
- 500 - YEAR FLOODPLAIN
- FLOODWAY

APN 113-12-010
APN 113-10-003
APN 113-06-002
E. RAILHEAD AVE.
S 89°43'12" W 552.52'
S 01°13'44" E 100.00'
N 89°43'14" E 500.00'
APN 113-37-003
City of Flagstaff
Patent 5455
N 0°01'00" E 318.07'
APN 113-37-007B
City of Flagstaff
Parcel B
Instrument
3370035
APN 113-82-012
Lot 12
APN 113-82-013
Lot 13
APN 113-82-005
Lot 5
Patent 53-108624-01
(State of Arizona to Flagstaff Auto Mall Development, LLC, dated September 21, 2006.)
Final Plat
The Marketplace/Flagstaff Auto Park
Instrument 3430462
Patent 6788
State Land Record
16-95683
Arizona Department
of Transportation
Maintenance Yard
S 27°29'12" W 644.93'
APN 113-82-006
Lot 6
S 0°14'29" E 2591.01'
APN 113-37-007A
Patent 96234
United Metro Materials Inc.
Instrument
3441744
N 0°04'07" W 864.84'
S 89°42'48" W 599.92'
S 0°20'12" E 906.05'
PROPOSED EXTENDED DETENTION, TYP
LOT A
PROPOSED ZONING: HI-O
PROPOSED USE:
MANUFACTURING/PROCESSING HEAVY
EXISTING USE: UNDEVELOPED
L=475.61', R=501.23'
Δ=54°18'48"
PROPOSED 8" SEWER MAIN EXTENSION
APN 113-07-002A
SHEEP HILL YARD ACC. RD. TO BE REALIGNED TO THE PROPOSED EASEMENT
6,000 SF BLDG.
(10) STALLS
PROPOSED 60.0' ACCESS EASEMENT
S 54°52'35" E 43.86'
L=397.09', R=550.00'
Δ=39°00'00"
100.0' ASLD ROW
FEMA 500-YEAR FLOOD PLAIN
WATER & SEWER SERVICE
ACCESS FROM N EL PASO FLAGSTAFF RD
S 19°33'35" E 34.86'
S 75°35'46" W 1292.11'
EXISTING ACCESS FROM N EL PASO FLAGSTAFF RD
N 0°31'27" E 2019.99'
EXISTING FIRE HYDRANT
EXISTING RESTORATION SOILS
1.0' VNAE, TYP ALONG EL PASO FLAGSTAFF RD
30' EXISTING ASLD R/W NO. 09-3670
30' EXISTING ROADWAY EASEMENT DK 240, PG 44
EXISTING 20.0' EASEMENT, STATE LAND DEPARTMENT 14-83113
LOT B
PROPOSED/EXISTING ZONING: HI-O
PROPOSED/EXISTING USE: COMPOSTING FACILITY
100.0' ASLD ROW 16-4421, 18-3386, OVERHEAD POWERLINE ESMT.
LOT C
LOT C
PROPOSED ZONING: HI-O
PROPOSED USE: CONSTRUCTION STORAGE/SUPPLY YARD
EXISTING USE: UNDEVELOPED
(4) EXISTING PARKING STALLS
PROPOSED PUE, TYP
APN 113-07-001D
N EL PASO FLAGSTAFF RD
ROW
WATER & SEWER SERVICE
EXISTING FIRE HYDRANT
(5) STALLS
WATER & SEWER SERVICE
ACCESS FROM N EL PASO FLAGSTAFF RD FOR LOT C, D & E
EXISTING 30' ROADWAY EASEMENT
30' ROW TO BE DEDICATED TO THE CITY OF FLAGSTAFF
LOT D
PROPOSED ZONING: HI-O
PROPOSED USE: CONSTRUCTION STORAGE/SUPPLY YARD
EXISTING USE: UNDEVELOPED
6,000 SF BLDG.
(8) PROPOSED PARKING STALLS, TYP
25.0' MIN FRONT SETBACK, TYP ALONG EL PASO FLAGSTAFF RD
SEWER SERVICE
SEWER SERVICE
LOT F
LOT F
PROPOSED ZONING: HI-O
PROPOSED USE: CONSTRUCTION STORAGE/SUPPLY YARD
EXISTING USE: UNDEVELOPED
(5) STALLS
LOT E
PROPOSED ZONING: HI-O
PROPOSED USE: CONSTRUCTION STORAGE/SUPPLY YARD
EXISTING USE: UNDEVELOPED
WATER SERVICE
(5) STALLS
WATER SERVICE
APN 113-82-007
Lot 7
S 65°21'13" W 268.07'
PROPOSED WILDCAT SEWER MAIN (NOT A PART OF THIS PROJECT)
30.0' ASLD ROW
S 16°49'26" W 536.79'
RIO DE FLAG
30.0' ASLD ROW
APN 113-82-008B
Lot 8
LOT G
PROPOSED ZONING: HI-O
PROPOSED USE: PARKING TRAILHEAD
EXISTING USE: UNDEVELOPED
LOT G
25.0' SETBACK
FEMA 100-YEAR FLOOD PLAIN
FEMA FLOOD WAY
SEWER SERVICE
S 79°26'19" E 708.59'
CONNECT SEWER TO PROPOSED WILDCAT SEWER MAIN
PROPOSED 8" SEWER MAIN EXTENSION
NO VNAE IN FRONT OF LOT G
HISTORIC RTE. 66
S 79°26'19" E 1358.19'
LOT H
TO BE SOLD TO COF
1.0' VNAE
25.0' FRONT SETBACK, TYP ALONG HISTORIC RTE. 66
PROPOSED 141.0' ROW
EXISTING 200.0' ROW
15.0' SIDE SETBACK
PROPOSED FIRE HYDRANT, TYP
RETENTION OUTLET

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

NO.	DATE	BY	REVISION

ARDURRA
COLLABORATE. INNOVATE. CREATE.
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1801 W ROUTE 66, STE. 117
FLAGSTAFF, AZ 86001
www.ardurra.com

PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING OR RECORDING

EL PASO RD INDUSTRIAL PARK
CONCEPT ZONING PLAN

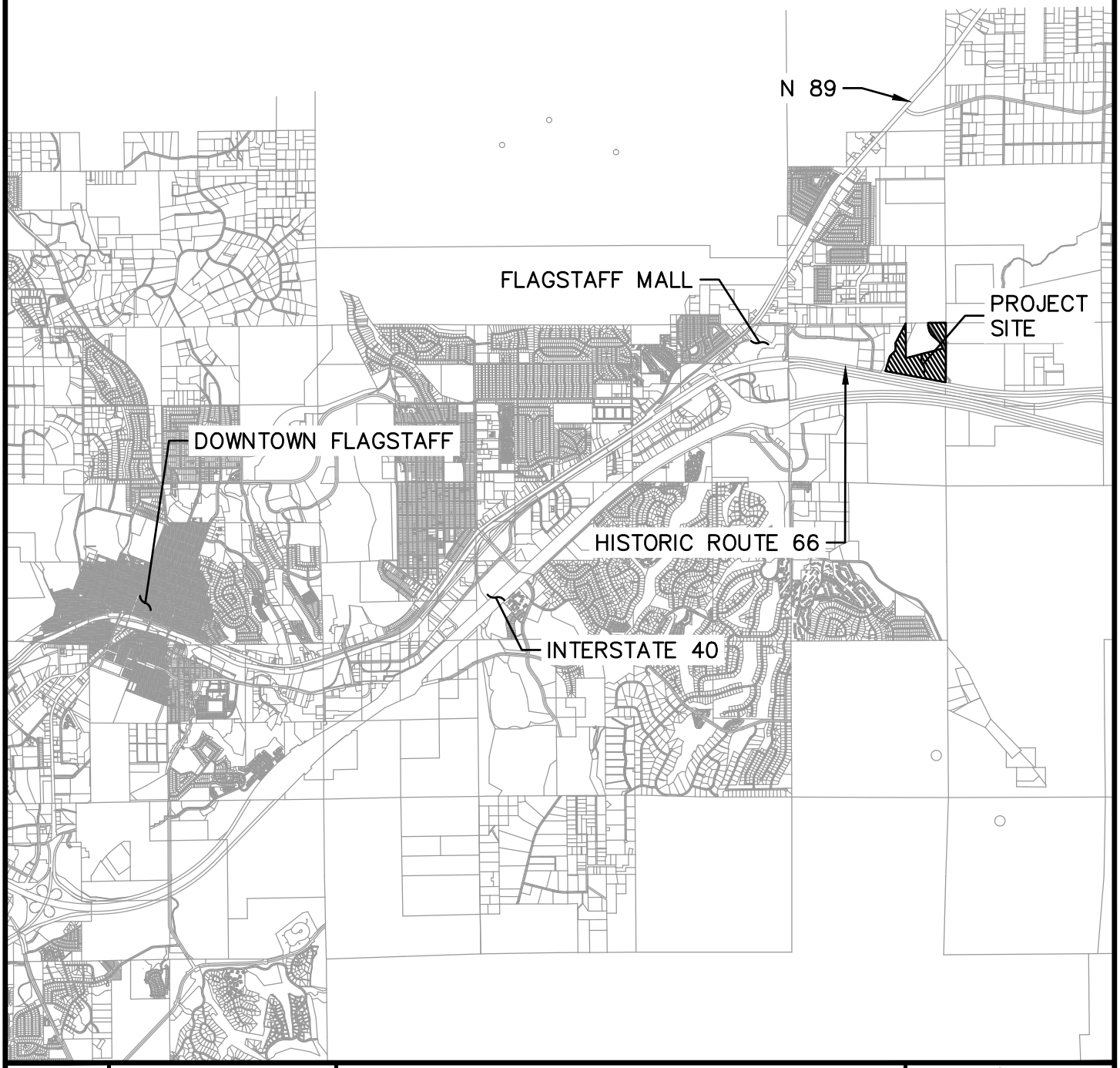
FLAGSTAFF
COCONINO

JOB NO.:	225068
DESIGN BY:	JEE
DRAWN BY:	JEE
CHECKED:	DN
DATE:	MARCH 2026

DWG. CP04
SHEET 4 OF 4

PLOTTED: Mar 18, 2026-10:10am
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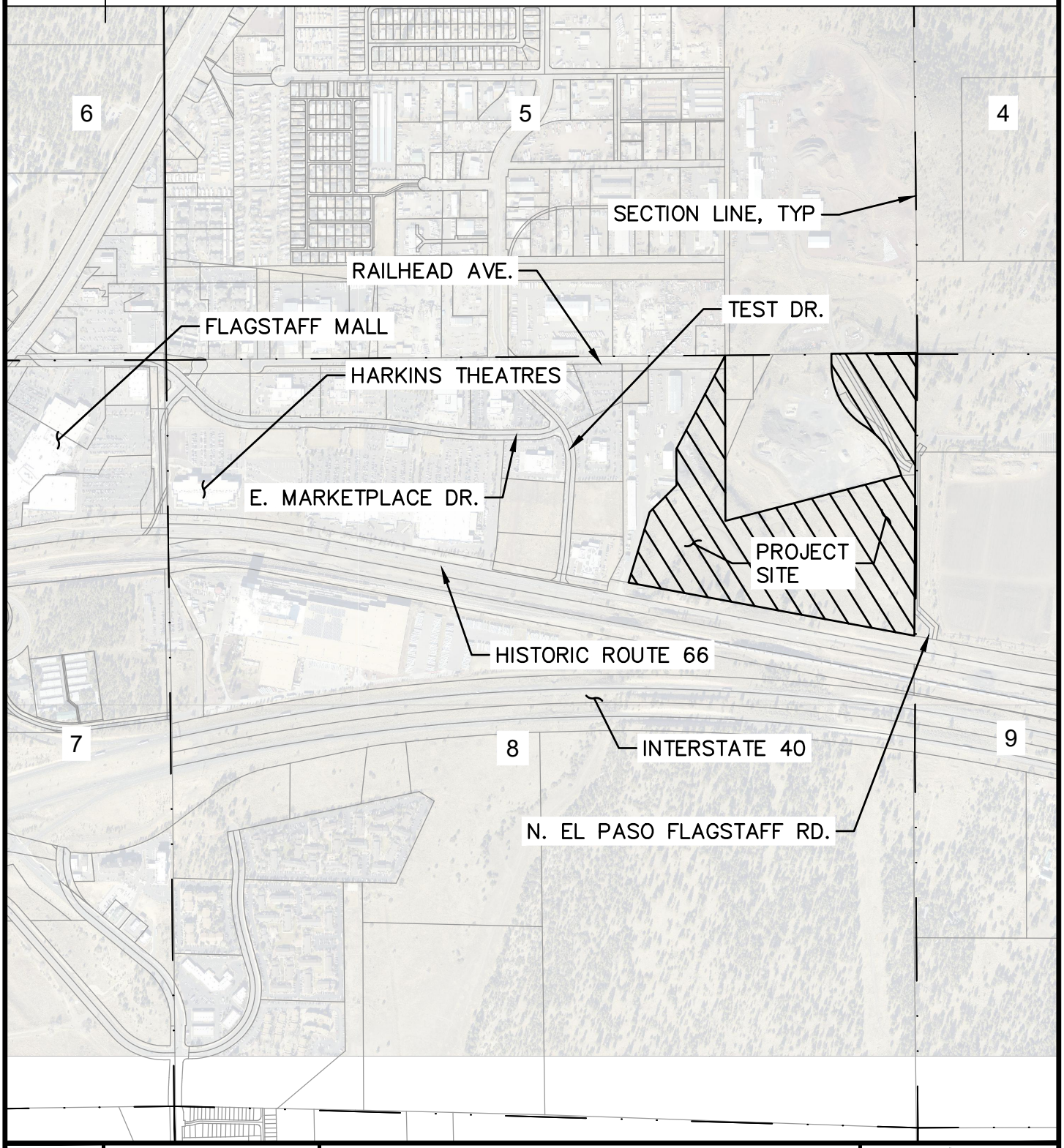
LOCATED IN SECTION 8, TOWNSHIP 21 NORTH,
RANGE 7 EAST, GILA AND SALT BASE MERIDIAN,
COCONINO COUNTY, FLAGSTAFF, ARIZONA



SHEET EX01 OF 2	DRAWN BY: JEE DATE: JUNE 2025 SCALE: 1"=5,000' JOB NO: 225068	EL PASO RD INDUSTRIAL VICINITY MAP COCONINO FLAGSTAFF	ARDURRA www.ardurra.com

DATE: Jun 03, 2025 FILE: P:\2025\225068\03-Prod\03-Dwgs\BC-C3D-VICINITY MAP-225068.dwg

LOCATED IN SECTION 8, TOWNSHIP 21 NORTH,
RANGE 7 EAST, GILA AND SALT BASE MERIDIAN,
COCONINO COUNTY, FLAGSTAFF, ARIZONA



SHEET EX02 OF 2	DRAWN BY: JEE DATE: JUNE 2025 SCALE: 1"=1,000' JOB NO: 225068	EL PASO RD INDUSTRIAL VICINITY MAP COCONINO FLAGSTAFF	ARDURRA www.ardurra.com

DATE: Jun 03, 2025 FILE: P:\2025\225068\03-Prod\03-Dwgs\BC-C3D-VICINITY MAP-225068.dwg

El Paso Neighborhood Meeting Agenda

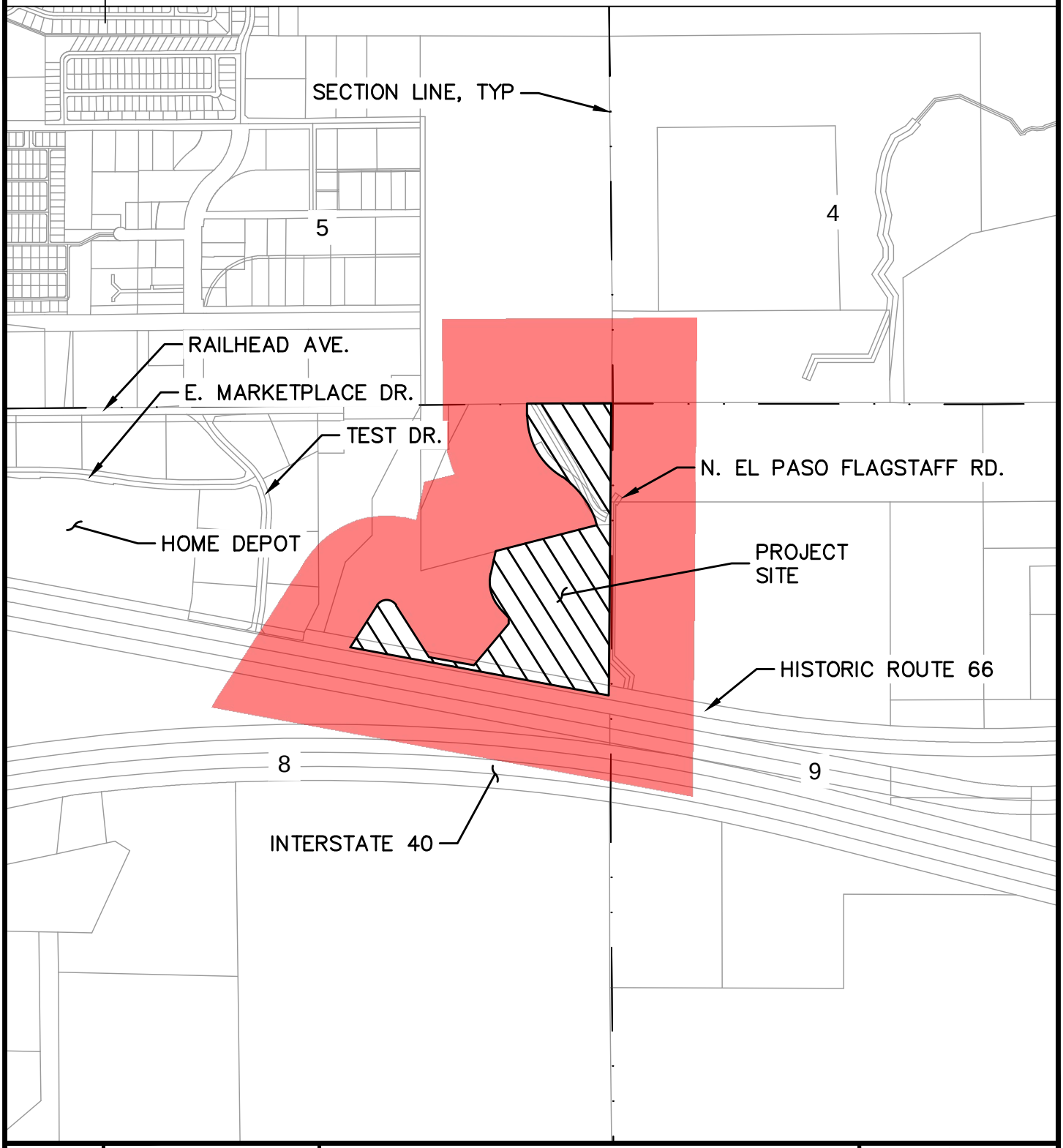
The neighborhood meeting will be held online for one hour starting at 6:00pm on the dates established by the applicant. Sheets from the Concept Zoning Plan will be shared onscreen and the extent of the rezoning project will be described to attendees. Visitors will be able to post questions in the Zoom chat during the meeting or they can also ask their questions at the end of the presentation. Notes will be taken by the development team and included in the neighborhood meeting summary to the City.

A sign-in google form will be provided in the Zoom chat for individuals to provide with name, address, email and phone number so that they will be added to the mailing list and sent the meeting summary. The City will also be provide with a copy of the sign-in sheet.

AGENDA:

- Introduce the development team on the El Paso Rezone Project.
- Provide an explanation of the purpose of the neighborhood meeting.
- Adequately describe the proposed project, its location, provide a context map.
- Describe the current zoning and what will be allowed if the rezoning request is granted.
- Explain what happens to the feedback received at the meeting.
- Explain the anticipated timeline for the public hearing process, PNZ and Council Hearing dates.
- Explain next steps in the project including review and approval of site plan, civil plans and construction drawings
- Allow time for visitors to ask questions openly. Providing responses either in real-time, or documenting the question and providing the answer with the meeting summary sent to everyone who signs in.
- Remind everyone of the upcoming PNZ and hearing dates

LOCATED IN SECTION 8, TOWNSHIP 21 NORTH,
RANGE 7 EAST, GILA AND SALT BASE MERIDIAN,
COCONINO COUNTY, FLAGSTAFF, ARIZONA



SHEET EX01 OF 1	DRAWN BY: JCM DATE: JULY 2026 SCALE: 1"=1000' JOB NO: 225068	EL PASO RD INDUSTRIAL 600' BUFFER MAP COCONINO FLAGSTAFF	ARDURRA www.ardurra.com

DATE: Jul 07, 2026 FILE: Y:\FLG\FLG-FS02\2025\225068\03-Prod\03-Dwgs\BC-C3D-BUFFER MAP-225068.dwg

600 FT BUFFER MAILING LIST

APN	OWNER NAME	OWNER ADDRESS	OWNER CITY	OWNER STATE	OWNER ZIPCODE
11337007A	UNITED METRO MATERIALS INC	1720 CENTREPARK DR E NO 100	WEST PALM BEACH	FL	33401
11307001D	CITY OF FLAGSTAFF	211 W ASPEN	FLAGSTAFF	AZ	86001
11307002A	CITY OF FLAGSTAFF	211 W ASPEN	FLAGSTAFF	AZ	86001
11306002	CITY OF FLAGSTAFF	211 W ASPEN	FLAGSTAFF	AZ	86001
11306008A	CITY OF FLAGSTAFF	211 W ASPEN	FLAGSTAFF	AZ	86001
11310003	COCONINO COUNTY	219 E CHERRY AVE	FLAGSTAFF	AZ	86001
11337005	BSNF RAILWAY COMPANY	PO BOX 961089	FORT WORTH	TX	76161-0089
	AZ DEPARTMENT OF TRANSPORTATION	1959 S WOODLANDS BLVD	FLAGSTAFF	AZ	86001
11382008B	5100 N TEST DRIVE LLC	2700 S WOODLANDS VILLAGE BLVD NO 300-132	FLAGSTAFF	AZ	86001
11382007	FINDLAY FAMILY EDUCATION & HEALTH TRUST DTD 10-21-16	310 N GIBSON RD	HENDERSON	NV	89014
11337004G	NESTLE PURINA PETCARE COMPANY	30003 BAINBRIDGE RD	SOLON	OH	44139

REGISTRY OF PERSONS AND GROUPS

OWNER/GROUP NAME	OWNER ADDRESS	OWNER CITY	OWNER STATE	OWNER ZIPCODE
FRIENDS OF FLAGSTAFF'S FUTURE	P.O. BOX 23462	FLAGSTAFF	AZ	86002
NORTHERN ARIZONA BUILDING ASSOCIATION	1500 E CEDAR AVE	FLAGSTAFF	AZ	86004
NORTHERN ARIZONA ASSOCIATION OF REALTORS (ATTN: JEFFREY HERD)	1515 E CEDAR AVE, STE. C-4	FLAGSTAFF	AZ	86004
TISH BOGAN-OZMUN	5271 MOUNT PLEASANT DR	FLAGSTAFF	AZ	86004
MARILYN WEISSMAN	1055 E APPLE WAY	FLAGSTAFF	AZ	86001
COAST AND MOUNTAIN PROPERTIES (ATTN: MAURY HERMAN)	3 N LEROUX ST	FLAGSTAFF	AZ	86001
NAT WHITE	1120 N ROCKRIDGE RD	FLAGSTAFF	AZ	86001
CHARLIE SILVER	720 W ASPEN AVE	FLAGSTAFF	AZ	86001
BETSY MCKELLAR	330 S ASH LANE	FLAGSTAFF	AZ	86004
DAVID CARPENTER	495 S RIVER RUN, STE. 100	FLAGSTAFF	AZ	86001
ARIZONA ARMY NATIONAL GUARD, AZAA-FMO (ATTN: DORENDA COLEMAN)	5636 E McDOWELL RD, M5330	PHOENIX	AZ	85008
US NAVY, INTERGOVERNMENTAL BRANCH (ATTN: MARY BETH DREUSIKE)	850 PACIFIC HIGHWAY, BLDG. 1 - 5TH FLOOR, STE. 513	SAN DIEGO	CA	92132
CELIA BAROTZ	3354 N CREST STREET	FLAGSTAFF	AZ	86001
NORM WALLEN	3716 N GRANDVIEW	FLAGSTAFF	AZ	86004
COCONINO COUNTY COMMUNITY DEVELOPMENT (ATTN: JAY CHRISTELMAN)	2500 N FORT VALLEY ROAD, BLDG. 1	FLAGSTAFF	AZ	86001-1287
COCONINO COUNTY COMMUNITY DEVELOPMENT (ATTN: JESS McNEELY)	2500 N FORT VALLEY ROAD, BLDG. 1	FLAGSTAFF	AZ	86001-1287
FLAGSTAFF LODGING, RESTAURANT & TOURISM (ATTN: STEVE FINCH)	P.O. BOX 30622	FLAGSTAFF	AZ	86003
ADRIAN SKABELUND	819 WEST GRAND CANYON AVENEU	FLAGSTAFF	AZ	86001
RACHEL BASS	3083 E. EASTERDAY LANE	FLAGSTAFF	AZ	86001

EXHIBIT 'A'
LEGAL DESCRIPTION
EL PASO INDUSTRIAL PARK
APN: 113-37-010

A portion of that parcel of land as described in Instrument Number 4018573, Official Records of Coconino County, and as shown on an ALTA/NSPS Land Title Survey, Project No. 251004-SF prepared by ALTA Environmental & Infrastructure, dated 6-2-2025 (herein referred to as R1) located in the northeast quarter of Section 8, Township 21 North, Range 8 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Parcel 1:

Commencing at the northeast corner of said Section 8, from which the east quarter corner of said Section 8 bears South 0°31'27" West, 2826.13 feet (Basis of Bearing, R1) and the **TRUE POINT OF BEGINNING**;

Thence along the east line of said Section 8, South 0°31'27" West, 2080.92 feet to a point on the northerly Right-of-Way line of East Route 66;

Thence along said Right-of-Way line, North 70°26'19" West, 1871.41 feet to a point hereinafter referred to as Point 'A';

Thence leaving said Right-of-Way line, North 32°42'18" East, 354.00 feet to the beginning of a tangent curve concave to the south, having a radius of 80.00 feet and a central angle of 114°41'10";

Thence easterly along said curve, 160.13 feet;

Thence South 32°36'32" East, 435.30 feet;

Thence South 79°26'35" East, 326.02 feet;

Thence North 40°02'05" East, 385.12 feet;

Thence North 0°00'00" East, 42.70 feet;

Thence North 41°55'22" West, 96.79 feet to the beginning of a tangent curve concave to the east, having a radius of 275.00 feet and a central angle of 54°07'50";

Thence northerly along said curve, 259.81 feet;

Thence North 12°12'28" East, 165.22 feet;

Thence North 75°35'46" East, 744.69 feet;

Thence North 19°52'36" West, 34.86 feet to the beginning of a tangent curve concave to the southwest, having a radius of 650.00 feet and a central angle of 35°00'00";

Thence northwesterly along said curve, 397.06 feet;

Thence North 54°52'35" West, 43.86 feet to the beginning of a tangent curve concave to the northeast, having a radius of 501.73 feet and a central angle of 54°18'48";

Thence northwesterly along said curve, 475.61 feet;

Thence North 0°20'12" West, 90.50 feet to a point on the north line of said Section 8;

Thence along said north line, North 89°42'48" East, 599.92 feet to the **TRUE POINT OF BEGINNING**.

Containing 31.18 Acres, more or less.

Parcel 2:

Commencing at the aforementioned POINT 'A' and the **TRUE POINT OF BEGINNING**;

Thence along the northerly Right-of-Way line of East Route 66, North 79°26'19" West, 212.57 feet;

Thence leaving said Right-of-Way line, North 16°49'26" East, 597.15 feet;

Thence North 45°21'12" East, 268.97 feet;

Thence North 0°14'29" West, 259.01 feet;

Thence North 27°28'12" East, 644.93 feet;

Thence South 89°43'14" West, 499.99 feet;

Thence North 0°13'44" West, 100.00 feet to a point on the north line of said Section 8;

Thence along said north line, North 89°43'13" East, 552.52 feet;

Thence leaving said north line, South 0°01'00" West, 318.07 feet;

Thence South 0°04'02" East, 864.84 feet;

Thence North 75°35'46" East, 547.42 feet;

Thence South 12°12'28" West, 165.22 feet to the beginning of a tangent curve concave to the east, having a radius of 275.00 feet and a central angle of 54°07'50";

Thence southerly along said curve, 259.81 feet;

Thence South 41°55'22" East, 96.79 feet;

Thence South 0°00'00" West, 42.70 feet;

Thence South 40°02'05" West, 385.12 feet;

Thence North 79°26'35" West, 326.02 feet;

Thence North 32°36'32" West, 435.30 feet to the beginning of a tangent curve concave to the south, having a radius of 80.00 feet and a central angle of 114°41'10";

Thence westerly along said curve, 160.13 feet;

Thence South 32°42'18" West, 354.00 feet to the **TRUE POINT OF BEGINNING**.

Containing 22.90 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756,
on behalf of and at the request of the Ardurra Group, Inc., Flagstaff, Az.

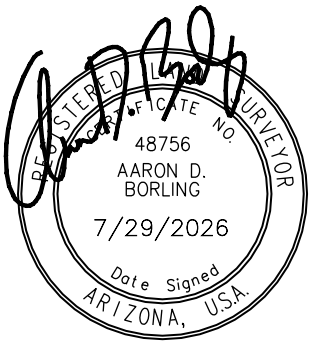
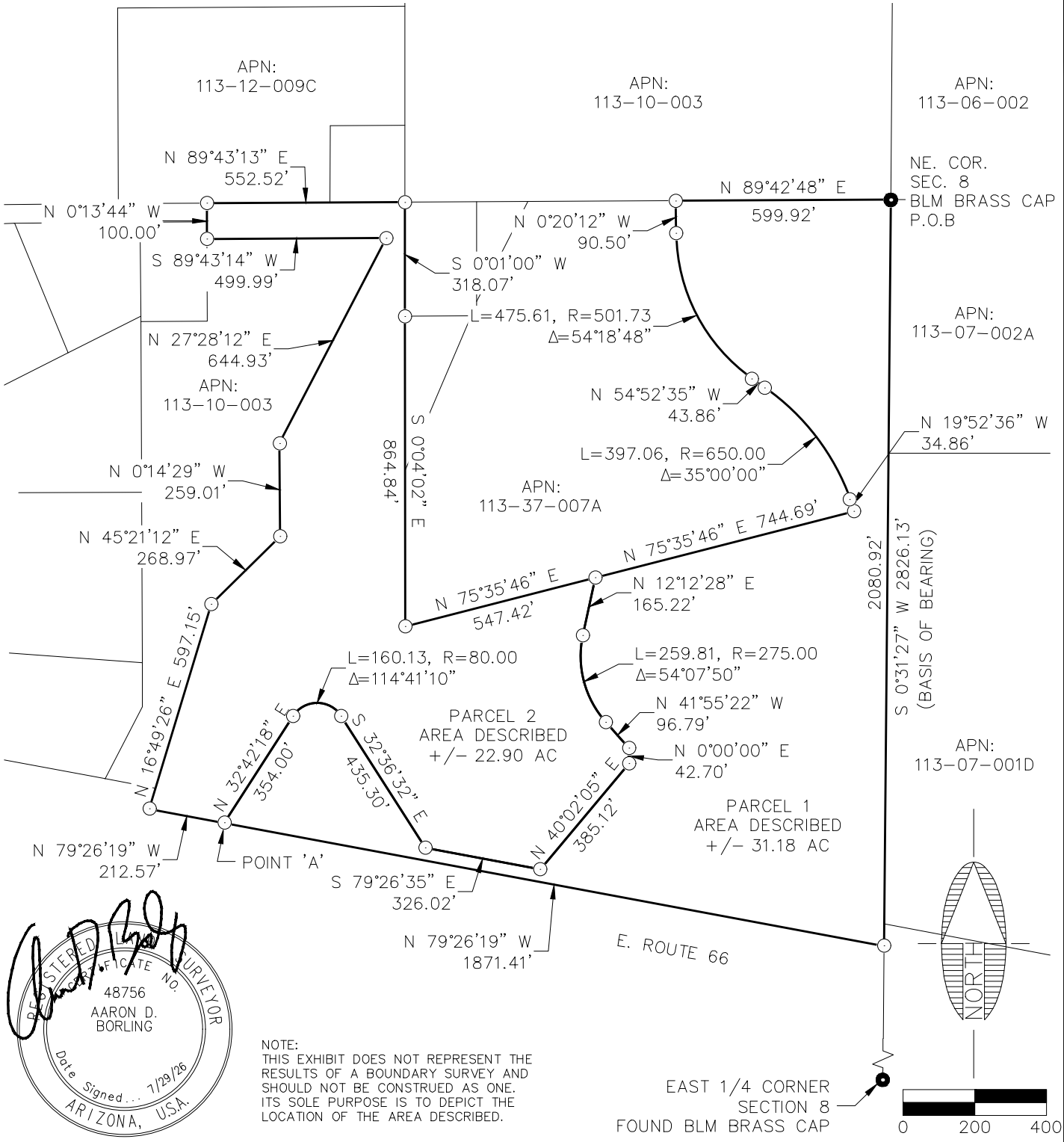


EXHIBIT 'B'

A PORTION OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 7/29/26
ARIZONA, U.S.A.

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

SHEET 4 OF 4	DRAWN BY: AJW DATE: JULY 2026 SCALE: 1"=400' JOB NO: 225068	LEGAL EXHIBIT APN: 113-37-010 COCONINO COUNTY FLAGSTAFF, AZ

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DATE: Jul 29, 2026 FILE: Y:\FLG\FLG-FS02\2025\225068\03-Prod\01-PDF\01-Current\Legals AJW\ElPaso_LegalExhibits_AJW.dwg

El Paso Industrial Park

31.2+/- Acre Development Project

Analysis Completed August 11, 2025

Public Water & Sewer Impact Analysis

Prepared by Ardurra, for The City of Flagstaff Water Services

Mayor

Becky Daggett

Council

Austin Aslan
Khara House
Lori Matthews
Jim McCarthy
Miranda Sweet
Deborah Harris

City Manager

Greg Clifton

Water Services Director

Lee Williams

City Engineer

Paul A. Mood, P.E.

Public Works Director

Scott Overton

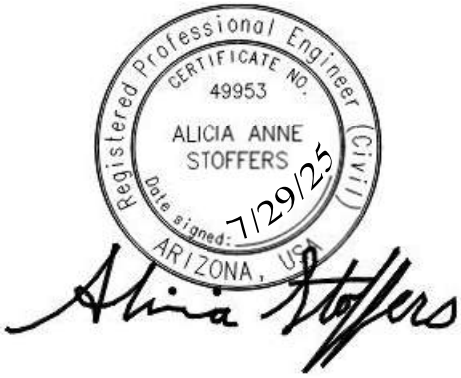


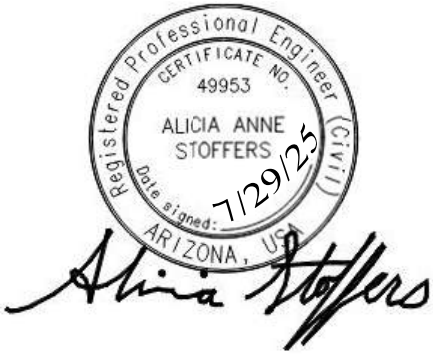
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Public Water and Sewer Impact Analysis
El Paso Industrial Park

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E. FLAGSTAFF DOWNSTREAM SEWER CAPACITY 10
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Site Analysis Map	Exhibit 1
Water GIS Map	Exhibit 2
Sewer GIS Map	Exhibit 3
Water Model Map – Nodes	Exhibit 4
Water Model Map – Hydrants	Exhibit 5

WaterGEMS Peak Domestic Flows and Pressures	Appendix A
WaterGEMS Fire Flow Analysis Report	Appendix B



I. INTRODUCTION

The El Paso Industrial Park project is located on the northwest corner of El Paso Flagstaff Road and Route 66 in Flagstaff with an Assessor's Parcel Number of 113-37-STATE1. This State Land was recently auctioned off to private ownership and the new owners are proposing this project and Rezoning. The project is located in Section 08, Township 21 North, Range 8 East (See Figure 1 – Vicinity Map on the following page). The proposed development lies within the City of Flagstaff Urban Growth Boundary and is able to be served by City water and sewer utilities.

The parcel has a total area of 54.1 acres and will be subdivided into various parcels. The development will consist of the rezoning of State Trust Land to Heavy Industrial, with portions going to Arizona Department of Transportation (ADOT) and other areas being dedicated to the City of Flagstaff for their use in relation to rural floodplain management in the Rio De Flag. The portion of the parcel that will be developed is 31.2 acres, which is used as the basis for this analysis.

The El Paso Rd Industrial Park Site Analysis Map, dated May 2024, (Site Analysis Map - Exhibit 1) was provided to the City by Ardurra and has been used as the basis for this analysis. The Site Analysis Map (Exhibit 1) shows the proposed sub-dividing of APN 113-37-STATE1.

The criteria used herein to estimate the project's utility impacts are from the City of Flagstaff Engineering Design Standards, Chapter 13-09, effective October 2017. This Water and Sewer Impact Analysis (WSIA) is considered valid for two years from its completion date, which is August 11, 2025.

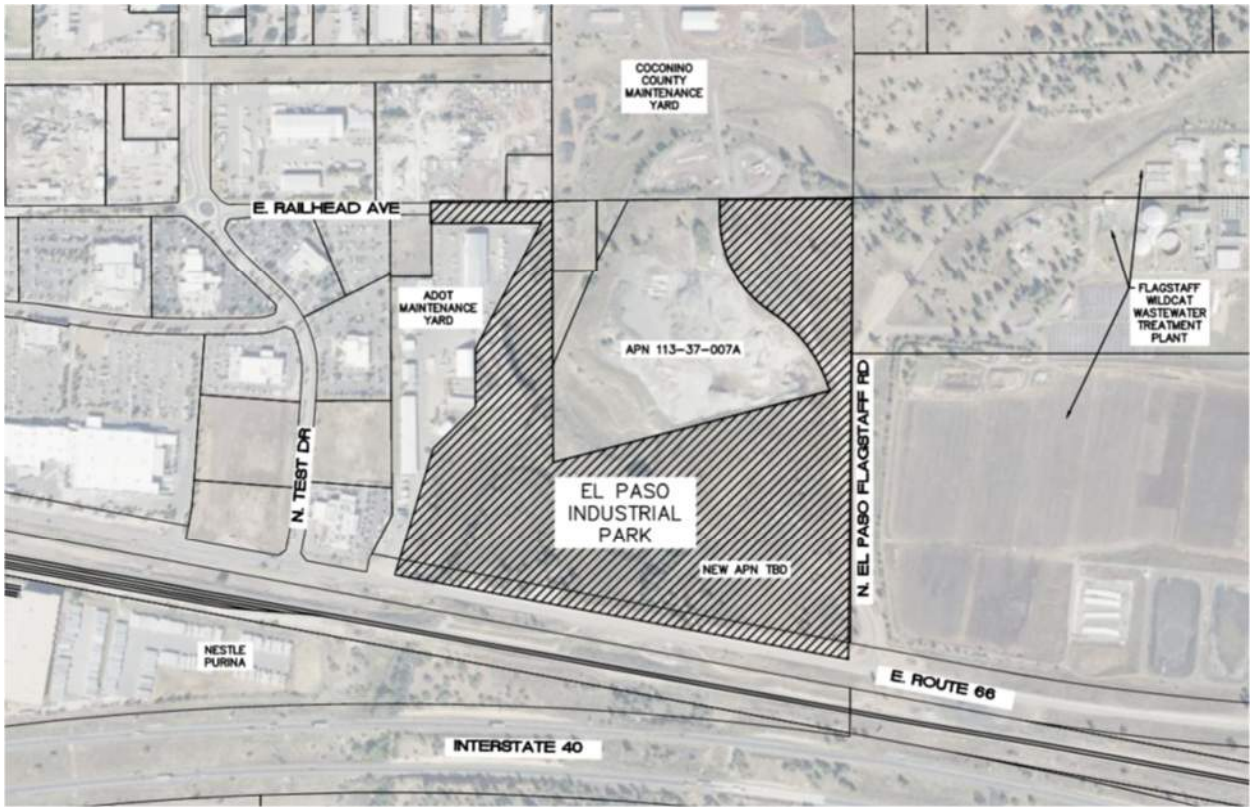


Figure 1 – Vicinity Map

II. ANALYSIS SUMMARY

A. ON-SITE MODIFICATIONS

Water: There is no infrastructure onsite to support this development, so all systems will have to be designed and built.

Sewer: There is no infrastructure onsite to support this development, so all systems will have to be designed and built.

B. OFF-SITE MODIFICATIONS

Water: The project site is adjacent to the existing El Paso Flagstaff Rd and Route 66. El Paso Flagstaff Rd has an 8-inch waterline underneath, and Route 66 contains a 12-inch waterline within the right-of-way. Since there is infrastructure within both roads that can be utilized for water service connections, **there will be no off-site modifications required** prior to connecting to the existing system. Taping and connecting to the existing system shall be done per Flagstaff standards.

Per the Flagstaff International Fire Code amendments (5-02-001-0005), the following code applies and will be required by the onsite waterline extensions.

Amend Section 507.2, Type of water supply, by adding:
Water supply for a major system component as described by the American Water Works Association must provide a continuous and uninterrupted supply of fire protection water through redundancy. Fire mains in excess of 1,000 feet in length or which have more than 3 hydrants affixed shall be looped to a second source of water. All fire mains hereafter constructed shall be a minimum of 8-inch diameter but in all cases shall be of sufficient size to adequately supply the required fire flow.

Sewer: Currently, there is a 30-inch sewer trunkline (Rio De Flag) that runs along the west and north portion of the property that is being zoned as Heavy Industrial. This sewer trunkline can be utilized for sewer service. Therefore, **no offsite improvements will be required** prior to connecting to the existing system.

In order to provide adequate downstream capacity, offsite sewer improvements will be necessary on the Rio de Flag trunkline near the Wildcat Treatment Plant. Per COF Engineering Standards Section 13-05-002-0002 C.2., these may not be

required of the developer on the sewer trunkline. The City will fund the design of this upgrade and will fund, for prioritized completion, the actual construction of the upsized sewer trunkline. These offsite improvements must be completed prior to connecting to the existing system.

III. WATER SYSTEM ANALYSIS

A. EXISTING WATER SYSTEM

No existing onsite improvements.

B. PROPOSED WATERLINE EXTENSIONS

The Site Analysis Map (Exhibit 1) shows 8" water connection locations for the proposed development, with each parcel connecting to the existing system within the adjacent street. Fire hydrants are shown to provide firefighting capabilities. The existing water mains fall within the City of Flagstaff Pressure Zone B.

C. WATER SYSTEM DEMANDS

The following quantifies the anticipated water demands for the project. The demand criteria for fire flow is from the City of Flagstaff Code 13-09-003-0004.2.

Water System Demand

Site Acreage Total	31.19 acres
Site Acreage (Southwest Connection)	5.97 acres
Site Acreage (Northeast Connection)	25.22 acres
Average Flow per Acre	2,000 gpd
Peak Flow Per Acre	5,000 gpd
Average Total Daily Flow (Southwest Connection)	11,940 gpd
Peak Total Daily Flow (Southwest Connection)	29,850 gpd or 20.7gpm
Average Total Daily Flow (Northeast Connection)	50,440 gpd
Peak Total Daily Flow (Northeast Connection)	126,100 gpd or 87.6gpm

D. WATER SYSTEM ANALYSIS RESULTS

Bentley WaterGEMS software was used for simulations of peak daily and fire flow. The analysis area of the surrounding water system for this project is shown on the GIS Water Map, Exhibit 2. This area includes all of Zone B along El Paso Flagstaff Road, as well as portions of Route 66, Commerce Ave, Railhead Ave, and Test Dr.

Results of the water demand computer analysis are in Appendix A and the Junction Map is Exhibit 4. The peak daily flows in the project vicinity range in pressures from 169.0-psi (J-4810, 8-inch waterline within the Wildcat

Wastewater Treatment Plant, APN 113-07-002A) to 101.3 (J-14201, 8-inch waterline in the Coconino County Maintenance Yard, APN 113-10-003). The rest of the nodes show consistent pressure results given the elevations of the junction nodes within the analyzed boundary.

The new loads for the project are input at junctions J-121 and J-127 for the southwestern and northeastern portions of the project respectively. The peak daily flow yields pressures of 156.9-psi at J-121 and 149.1 psi at J-127. This project meets the minimum pressure requirements stated in the City of Flagstaff Engineering Standards and does not negatively impact the Flagstaff water system.

A pressure-reducing valve is required by the City of Flagstaff (COF) Engineering Design Standards (EDS) if the pressure is above 80-psi pressure. If high pressures occur on-site the developer will be required to install pressure-reducing valves after the meter.

Based on the computer simulation of fire flow, residual pressures in the project vicinity are projected to remain at, or above, 20-psi (COF EDS 13-09) during fire flow scenarios of 1,500 gpm or less. The hydrants in the analysis area can provide the required fire flow. Results are included in Appendix B with hydrant locations on Exhibit 5.

The lowest fire flow available (2,043gpm) within the analysis area occurs at hydrant 142902 which is within the Wildcat Wastewater Treatment Plant. Therefore, this project does not reduce the available flow below the COF standard.

It is the developer's responsibility to design, acquire adequate right-of-way for, and construct all on-site and connecting water infrastructure per all applicable City, State, and Federal rules and regulations.

IV. SEWER SYSTEM ANALYSIS

A. EXISTING SEWER SYSTEM

The unsubdivided project site is crossed by the existing City of Flagstaff 30-inch trunkline running through the Rio De Flag. The Rio De Flag portion of the subject property will be a parcel sold to the City of Flagstaff, per the Site Analysis Map (Exhibit 1). The sewer line information is based on the City of Flagstaff Geographic Information System (GIS) data shown on Exhibit 3.

B. PROPOSED SEWER SYSTEM EXTENSIONS

The Site Analysis Map (Exhibit 1) shows the intended layout of the site, along with 2 proposed tap locations to the 30-inch trunkline. These connection Points shall be coordinated with the City of Flagstaff to be included in the Wildcat Interceptor project. A new 48" sewer main will be constructed to replace the 30" existing main in 2026.

The manhole location near Rt 66 is not feasible. A manhole within the concrete outlet structure is not constructible.

The proposed on-site sewer system was not analyzed as a part of this report and shall be addressed by the A/E as part of their design for their project. The A/E's engineering analysis and design, including tapping of the existing system, shall be consistent with the requirements called out in the City of Flagstaff Engineering Standards.

C. SEWER SYSTEM FLOWRATES

The following criteria were utilized in determining the anticipated wastewater generation for this project. The following demand criteria is from the City of Flagstaff Code 13-09-002-0002.

Sewer System Demand

Site Acreage Total	31.19 acres
Site Acreage (Southwest Connection)	5.97 acres
Site Acreage (Northeast Connection)	25.22 acres
Average Flow per Acre	1,000 gpd
Peak Flow Per Acre	3,000 gpd
Average Total Daily Flow (Southwest Connection)	5,970 gpd
Peak Total Daily Flow (Southwest Connection)	17,910 gpd or 0.018 MGD
Average Total Daily Flow (Northeast Connection)	25,220 gpd
Peak Total Daily Flow (Northeast Connection)	75,660 gpd or 0.076 MGD

D. SEWER SYSTEM ANALYSIS RESULTS

No modeling results or analysis are provided since this development ties directly into the Rio De Flag trunkline, which is the City's responsibility. There are no downstream impacts that need to be addressed by this development. The information provided in this report is included simply to ensure the accuracy of the sewer model for analysis of other projects.

E. FLAGSTAFF DOWNSTREAM SEWER CAPACITY

Downstream of the study area, the Flagstaff trunkline in the Rio De Flag is at capacity. The additional wastewater flow (31,190 gpd average day flow) created by El Paso Industrial Park project cannot be accommodated within the current wastewater collection system. As currently projected, this project will put certain segments of pipes in the wastewater collection system over the maximum capacity of the peak day dry weather flow identified in the City's Engineering Standards (70% d/D) and over the maximum capacity for the wet weather peak flows identified by ADEQ (pipe flowing full).

Resolving this issue is an urgent priority for the City of Flagstaff. The City of Flagstaff is actively working to fund and construct the necessary improvements to the sewer trunkline to create additional capacity. While the funding and timeline for construction of the City's improvements is still undetermined, the City is committed to completing the improvements prior to the El Paso Industrial Park project coming online. As such, the El Paso Industrial Park project's connection to the sewer system is contingent on the successful completion of the trunkline improvement and, therefore the City's sewer trunkline improvements must be

completed before El Paso Industrial Park receives any certificate of occupancy (or equivalent) on the project.

According to the City of Flagstaff's Biosolids Master Plan developed by Carollo in 2019, the City's wastewater treatment capacity for both treatment plants combined is 6.3 MGD average daily flow based on current conditions and configurations. Average daily flows for both plants measured 5.404 MGD for the calendar year 2021. The remaining treatment capacity of both plants combined has been previously committed. The City is creating additional wastewater treatment capacity currently scheduled for completion by the end of 2025. The additional wastewater demand created by the El Paso Industrial Park project can be accommodated within the current wastewater treatment capacity projections. Therefore, the two-year reservation of capacity through the WSIA is not contingent upon the successful construction of improvements by 2025.

V. CONCLUSIONS & REQUIREMENTS

Sewer and water service to all adjacent homes and businesses must be maintained during construction and tapping for this project.

The findings of this analysis indicate that the completion of the project will comply with public water and sewer infrastructure requirements as outlined in the current City of Flagstaff Engineering Standards as long as all on-site infrastructure is designed and constructed per the Engineering Standards and as stipulated herein. All new service connections to the City water and sewer infrastructure are required to pay capacity fees for the new connection to the public water and sewer system. Deviations from the intent shown on the developer's provided preliminary drawings, and/or further development beyond what was shown on the preliminary drawings will require additional review and must gain full IDS (Inter-Division Staff) Approval. This WSIA does not guarantee conformance to any other codes, standards, or specifications listed with this report, similar to, but not limited to, IBC, IFC, IRC, etc.

The location(s) of any required fire hydrants related to this project is (are) left to the discretion of the City of Flagstaff Fire Department per City of Flagstaff Engineering Standards and current Fire Codes. Approval by the City Engineer shall also be obtained.

Water and Sewer computer analyses were done with Bentley Systems WaterGEMS and SewerGEMS software. The existing City of Flagstaff master water and sewer models were modified to incorporate the estimated infrastructure and flows that will be required by this development.

All existing utility information is based on the City of Flagstaff GIS data and other information contained within the WaterGEMS & SewerCAD master models or provided by the City of Flagstaff engineering staff. The developer's A/E should confirm the City water system supply and wastewater collection system pipe sizes, materials, and locations as part of their design for connection to the COF water and sewer systems.

Changes to the development plan can impact the results of this Water and Sewer Impact Analysis. Those changes include modification of the development size, area of commercial space, number or type of residential units, population, etc. If such changes are made, then the developer must apply for an updated analysis and provide the proposed changes to the City of Flagstaff for review

and consideration.

This WSIA is considered valid for two years from its completion date, 8/11/2025, which is the date of the engineer's seal on the cover sheet and table of contents of this WSIA. All water and sewer utility lines and treatment plant capacity reservations as a result of this study will expire at that time. This WSIA will function as place holder for the developer. The capacity assurances discussed within this report will be provided by the City for 2 years. At which time the developer will need to have applied for a building permit or will be removed from the list of assured capacity. If this project is removed from the capacity assurance list, the developer will need to re-apply for capacity assurance by getting a new WSIA.

Exhibit Maps

EL PASO INDUSTRIAL PARK EXHIBIT 1

SCALE 1" : 100'
0 50 100

SITE ANALYSIS:

A. EXISTING TOPOGRAPHY OF PROJECT SITE AS SHOWN. THE MAJORITY OF THE SLOPE RESOURCES (SLOPES EXCEEDING 16.99%) ARE LOCATED IN LOT H THAT IS PLANNED TO BE SOLD TO THE CITY OF FLAGSTAFF. THERE ARE SOME MANMADE STEEP SLOPES ON THE WEST PART OF LOT C, D & F TOWARDS RIO DE FLAG.
B. SOLAR ORIENTATION AS SHOWN ON BOTTOM OF SHEET.
C. EXISTING VEGETATION IS MAINLY GRASS WITH AREAS OF PONDEROSA PINE, MAINLY ON LOT G, H, THE WESTERN PART OF LOT F AND THE EASTERN PART OF LOT E.
D. VIEW CORRIDORS NOTICEABLE FROM THE SITE INCLUDE THE SAN FRANCISCO PEAKS TO THE NORTHWEST, CINDER HILL AND PICTURE CANYON TO THE NORTH, WILDCAT SEWER TREATMENT PLANT TO THE EAST AND BNSF RAILROAD AND I-40 TO THE SOUTH.
E. CLIMATIC CONSIDERATIONS FOR THE PROJECT SITE: THE PREVAILING WINDS ARE GENERALLY FROM THE SOUTHWEST AND AT 7,000 FEET FLAGSTAFF EXPERIENCES SNOW AND LARGE TEMPERATURE SWINGS. AS A RESULT OF REOCCURRING FREEZE/THAW CYCLES, PEDESTRIAN WALKWAYS WILL AVOID THE NORTH SIDE OF BUILDINGS AS MUCH AS POSSIBLE. THE SITE EXPERIENCES A LOT OF EXPOSURE. PRECIPITATION NATURALLY RUNS TO THE NORTH TO TWO EXISTING STORM DRAIN INLETS AND ULTIMATELY INTO THE PUBLIC STORM DRAIN SYSTEM IN E. BUTLER AVE.
F. FLAGSTAFF SUBSURFACE CONDITIONS GENERALLY CONSIST OF ROCK AND/OR CLAY MATERIAL, IT IS EXPECTED THAT THIS SITE WILL BE THE SAME. LOT C CONSIST OF MANMADE UNDOCUMENTED FILL. ALL DESIGN WILL BE PER THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT.
G. RIO DE FLAG RUNS THROUGH THE PROJECT SITE. BESIDES THIS THERE ARE NO EXISTING SWALES & STREAM CORRIDORS FOR THIS PROJECT.
H. THE PROJECT IS SURROUNDED BY LIGHT INDUSTRIAL AREAS TO THE NORTH AND SOUTH, HIGHWAY COMMERCIAL AREAS TO THE WEST, AND PUBLIC FACILITY TO THE EAST. ROUTE 66 RUNS EAST-WEST TO THE SOUTH OF THE SITE AND EL PASO FLAGSTAFF ROAD RUNS NORTH-SOUTH TO THE EAST OF THE SITE.

LEGEND

- SLOPE RESOURCES 17–24.99%
- SLOPE RESOURCES 25–34.99%
- SLOPE RESOURCES >35%

APN 113-12-010
APN 113-10-003
APN 113-06-002
E. RAILHEAD AVE.
S 89°43'12" W 552.52'
S 01°34'48" E 100.00'
N 89°43'14" E 500.00'
APN 113-37-003
City of Flagstaff
Patent 5455
N 0°01'00" E 318.07'
S 89°42'48" W 599.92'
599.91ft
S89° 42' 48.61"W
S 0°20'12" E 90.50'
PROPOSED EXTENDED DETENTION, TYP
PROPOSED 8" SEWER MAIN EXTENSION
NORTHEAST SEWER CONNECTION LOCATION
LOT A
346,664 SQ FT
7.96 ACRES
PROPOSED ZONING: HI-O
PROPOSED USE: MANUFACTURING/PROCESSING HEAVY
EXISTING USE: UNDEVELOPED
PROPOSED 30.0' ACCESS EASEMENT
SHEEP HILL YARD ACC. RD. TO BE REALIGNED TO THE PROPOSED EASEMENT
APN 113-37-007B
City of Flagstaff
Parcel B
Instrument
3370035
APN 113-07-002A
L=475.61, R=501.73
Δ=54°18'48"
S 54°52'35" E 43.86'
6,000 SF BLDG.
APN 113-37-007A
Patent 96234
United Metro Materials Inc.
Instrument
3441744
L=397.09, R=450.00'
Δ=50°33'00"
S 19°52'36" E 34.86'
Patent 6788
State Land Record
16-95683
Arizona Department
of Transportation
Maintenance Yard
APN 113-82-006
Lot 6
S 0°14'29" E 259.01'
N 0°04'07" W 864.84'
VIEW TO SAN FRANCISCO PEAKS
LOT H
997,340 SQ FT
22.90 ACRES
VIEW TO CINDER HILL AND PICTURE CANYON
S 75°35'46" W 1292.11'
VIEW TO WILDCAT HILL WASTEWATER PLANT
LOT B
228,567 SQ FT
5.25 ACRES
PROPOSED ZONING:HI-O
PROPOSED/EXISTING USE: COMPOSTING FACILITY
LOT B
EXISTING 20.0' EASEMENT STATE LAND DEPARTMENT 14-83113
30' EXISTING ASLD R/W NO. 09-3670
EXISTING RESTORATION SOILS
30' EXISTING ROADWAY EASEMENT DK 240, PG 44
N 0°31'27" E 2019.99'
APN 113-07-001D
APN 113-82-007
Lot 7
S 45°21'13" W 268.97'
S 16°49'26" W 597.15'
LOT C
228,929 SQ FT
5.26 ACRES
LOT C
LOT C
PROPOSED ZONING: HI
PROPOSED USE: CONSTRUCTION STORAGE/SUPPLY YARD
EXISTING USE: UNDEVELOPED
100.0' ASLD ROW# 16-24421 16-23364 OVERHEAD POWERLINE ESMT
N EL PASO FLAGSTAFF RD
RIO DE FLAG
APN 113-82-008B
Lot 8
TO BE SOLD TO COF
LOT G
133,837 SQ FT
3.07 ACRES
PROPOSED ZONING: HI-O
PROPOSED USE: PARKING TRAILHEAD OR CONSTRUCTION STORAGE/SUPPLY
EXISTING USE: UNDEVELOPED
LOT G
FEMA 100-YEAR FLOOD PLAIN
FEMA FLOOD WAY
PROPOSED 20.0' ACCESS EASEMENT
LOT D
174,241 SQ FT
4.00 ACRES
PROPOSED ZONING: HI-O
PROPOSED USE: CONSTRUCTION STORAGE/SUPPLY YARD
EXISTING USE: UNDEVELOPED
6,000 SF BLDG.
PROPOSED 30.0' ACCESS EASEMENT
(5) STALLS
LOT F
126,157 SQ FT
2.90 ACRES
PROPOSED ZONING: HI-O
PROPOSED USE: CONSTRUCTION STORAGE/SUPPLY YARD
EXISTING USE: UNDEVELOPED
LOT F
LOT E
119,985 SQ FT
2.75 ACRES
PROPOSED ZONING: HI-O
PROPOSED USE: CONSTRUCTION STORAGE/SUPPLY YARD
EXISTING USE: UNDEVELOPED
LOT E
SOUTHWEST SEWER CONNECTION LOCATION
S 79°26'19" E 2083.98'
HISTORIC RTE. 66
VIEW BNSF RAILROAD AND INTERSTATE CORRIDOR
GENERAL PATH OF SOLAR EXPOSURE
EXISTING 200.0' ROW
N 0°31'27" E 60.93'

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

NO.	DATE	BY	REVISION

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FLAGSTAFF, AZ 86001
www.ardurra.com

EL PASO RD INDUSTRIAL PARK
SITE ANALYSIS MAP
FLAGSTAFF
COCONINO

JOB NO.:	225068
DESIGN BY:	JEE
DRAWN BY:	JEE
CHECKED:	DN
DATE:	MAY 2025
DWG.	CP03
SHEET	3
OF	4

PLOTTED: May 30, 2025-10:45am
I:\225068-PROD\03-DWGS\BC-C3D-SITE ANALYSIS MAP-225068.DWG JERIKSSON

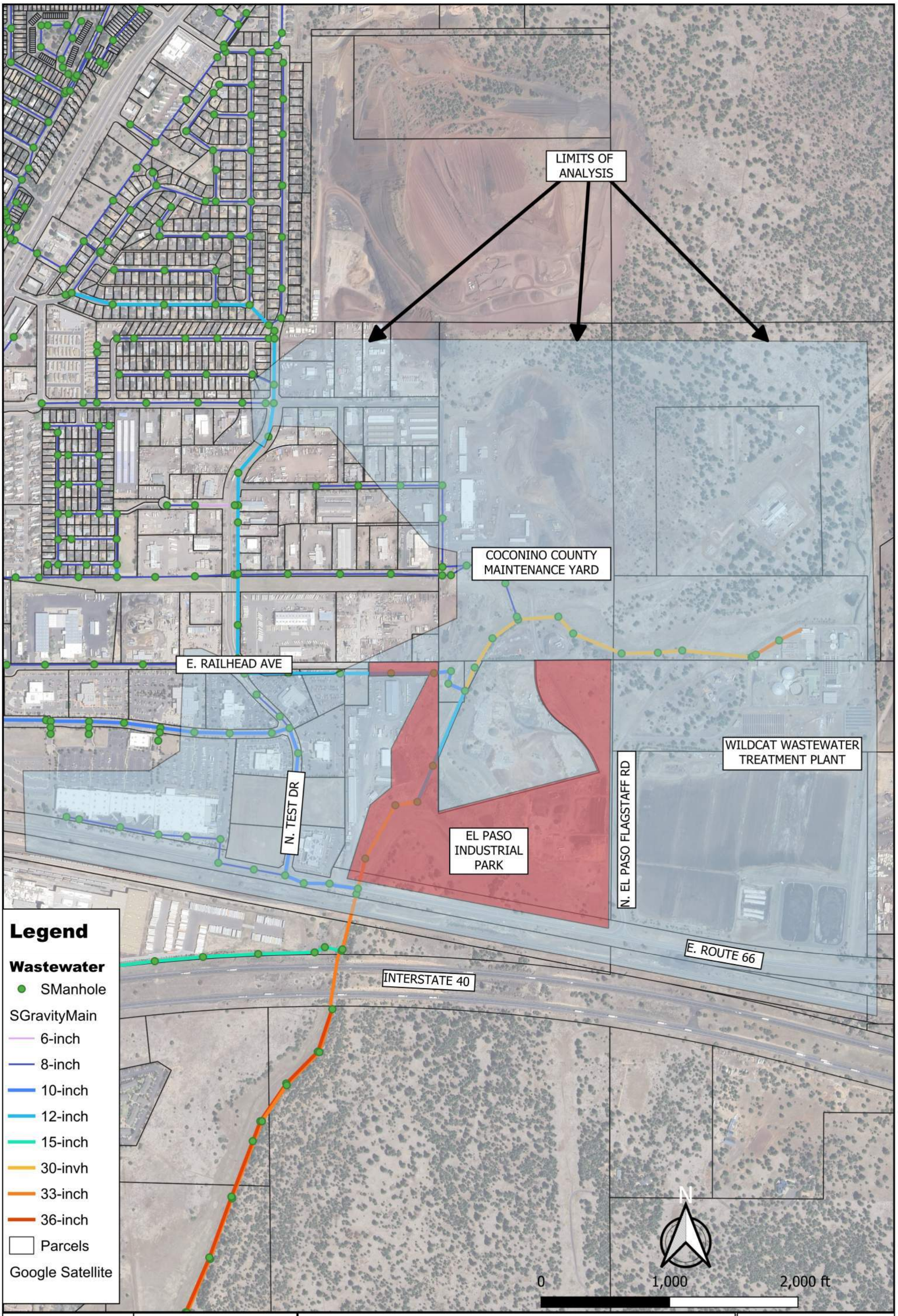


EXHIBIT 2

DRAWN BY:	SJC
DATE:	7/11/25
COF NO.	PZ -23-00235
JOB NO:	224168

EL PASO INDUSTRIAL PARK
EXISTING WATER GIS MAP

FLAGSTAFF ARIZONA

ARDURRA

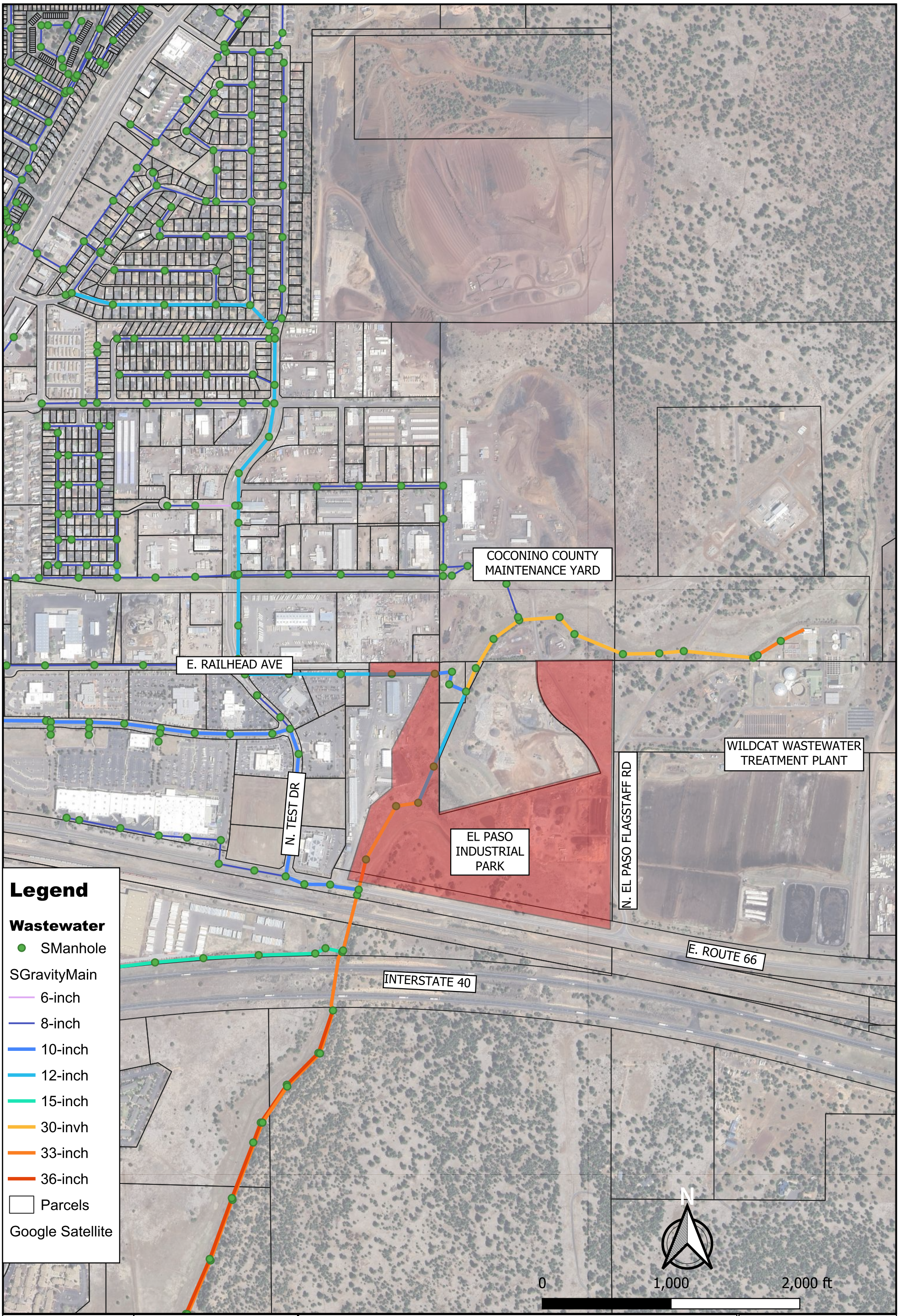
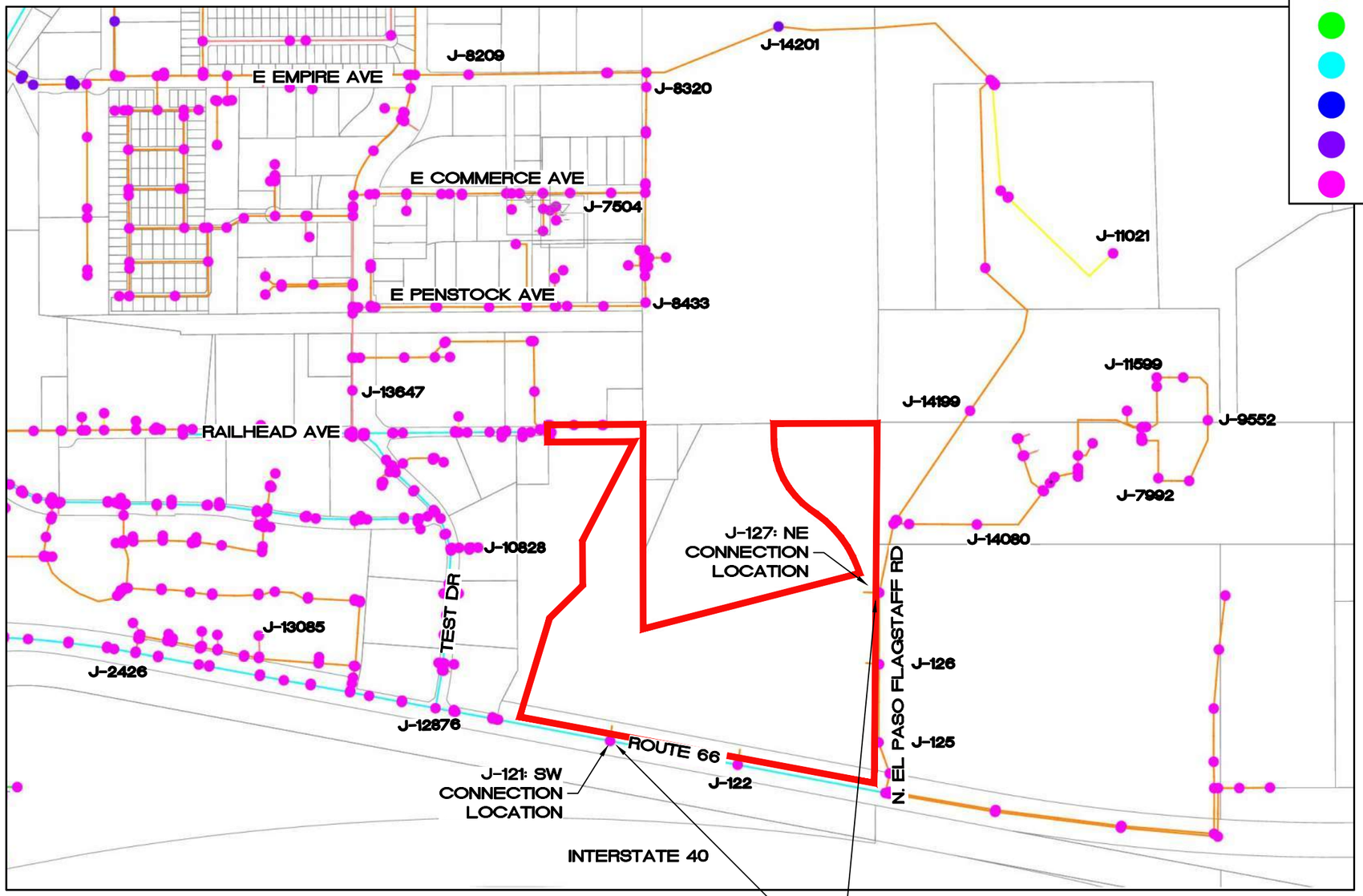


EXHIBIT **3**	DRAWN BY: SJC DATE: 7/11/25 COF NO. PZ -23-00235 JOB NO: 224168	**EL PASO INDUSTRIAL PARK** **EXISTING SEWER GIS MAP** FLAGSTAFF ARIZONA

ARDURRA



Junction: Pressure (psi)

<=	20.0	
<=	40.0	
<=	60.0	
<=	80.0	
<=	100.0	
<=	120.0	
	Other	

Pipe: Diameter (in)

<=	5.0
<=	6.0
<=	8.0
<=	10.0
<=	12.0
<=	16.0
<=	18.0
<=	24.0

NOTE: ALL JUNCTIONS SHOWN ON THIS MAP FALL WITHIN PRESSURE ZONE B

NOT TO SCALE

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KINSEY ELEMENTARY SCHOOL

STATIC PRESSURES - PEAK FLOW

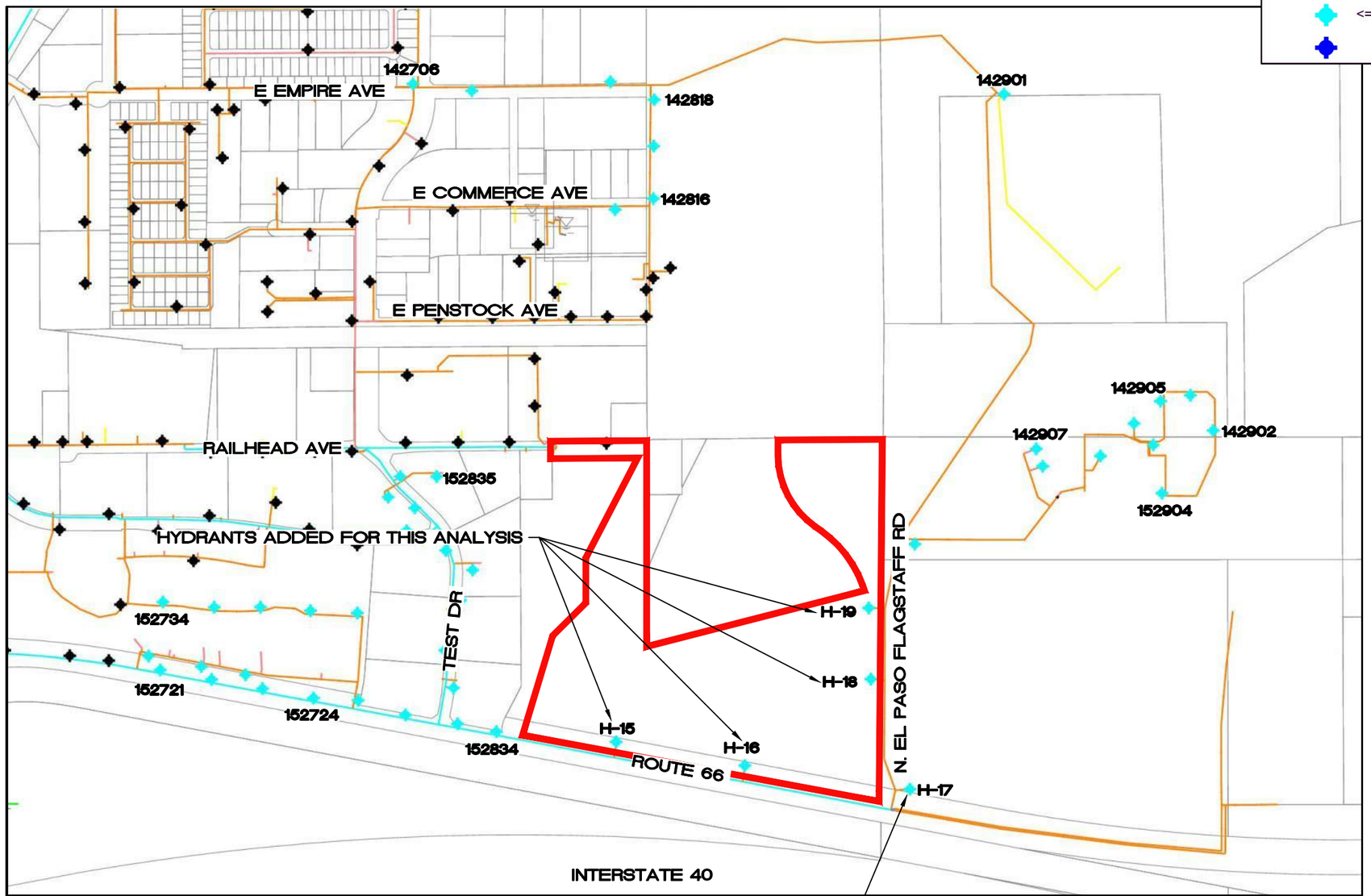
FLAGSTAFF

WSIA ON CALL

DRAWN BY:	SJC
DATE:	3/26/25
SCALE:	NTS
JOB NO:	224168

EXHIBIT 4

DATE: Jul 29, 2025 FILE: Z:\Project DOCS\224000 up\224168 COF WSIA On Call\03-Prod\03-DWGS\El Paso Industrial Park Report Exhibits.dwg



Hydrant: Fire Flow (Available) (gpm)

<=	500.00
<=	1,000.00
<=	1,500.00
<=	3,500.00
	Other

Pipe: Diameter (in)

<=	5.0
<=	6.0
<=	8.0
<=	10.0
<=	12.0
<=	16.0
<=	18.0
<=	24.0

NOTE: ALL HYDRANTS SHOWN ON THIS MAP FALL WITHIN PRESSURE ZONE B

NOT TO SCALE

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KINSEY ELEMENTARY SCHOOL

AVAILABLE FIRE FLOW

FLAGSTAFF

WSIA ON CALL

DRAWN BY:	SJC
DATE:	3/26/25
SCALE:	NTS
JOB NO:	224168

EXHIBIT 5

DATE: Jul 29, 2025 FILE: Z:\Project DOCS\224000 up\224168 COF WSIA On Call\03-Prod\03-DWGS\El Paso Industrial Park Report Exhibits.dwg



Appendix A

FlexTable: Junction Table

Label	Elevation (ft)	Demand (gpm)	Pressure (psi)
J-61	6,783.64	0.00	150.0
J-62	6,783.67	0.00	150.0
J-79	6,773.57	0.00	154.2
J-80	6,773.60	0.00	154.2
J-99	6,783.24	0.00	150.2
J-100	6,783.30	0.00	150.1
J-121	6,768.11	20.70	156.6
J-122	6,786.62	0.00	148.6
J-123	6,786.85	0.00	148.4
J-124	6,786.99	0.00	148.4
J-125	6,791.40	0.00	146.5
J-126	6,789.43	0.00	147.4
J-127	6,787.07	87.60	148.5
J-128	6,789.15	0.00	147.5
J-129	6,788.00	0.00	147.9
J-130	6,780.00	0.00	151.3
J-131	6,776.00	0.00	153.0
J-132	6,788.00	0.00	147.8
J-133	6,788.00	0.00	147.8
J-134	6,780.00	0.00	151.3
J-135	6,776.00	0.00	153.0
J-136	6,782.00	0.00	150.5
J-137	6,789.15	0.00	147.5
J-138	6,786.00	48.61	148.6
J-139	6,788.00	48.61	147.7
J-140	6,790.00	0.00	146.9
J-141	6,790.00	0.00	146.9
J-142	6,790.00	0.00	146.9
J-143	6,792.00	48.61	145.9
J-206	6,779.60	0.00	151.7
J-207	6,779.60	0.00	151.7
J-392	6,763.10	0.00	159.1
J-393	6,762.98	0.00	159.1
J-400	6,827.19	0.00	133.9
J-401	6,827.22	0.00	133.9
J-889	6,753.45	0.00	163.2
J-890	6,753.51	0.00	163.2
J-1167	6,794.10	0.00	147.2
J-1168	6,794.63	0.00	147.0
J-1214	6,779.65	0.00	151.7
J-1306	6,783.47	0.00	149.9
J-1307	6,783.47	0.00	149.9
J-1350	6,773.52	0.00	154.3
J-1351	6,774.02	0.00	154.1
J-1396	6,791.39	0.00	146.4
J-1397	6,791.10	0.00	146.5
J-1484	6,786.72	0.00	148.5
J-1485	6,786.42	0.00	148.6
J-1486	6,777.10	0.00	152.8

Loading due to El Paso Industrial Park development (southwest parcels) added at J-121

Loading due to El Paso Industrial Park development (northeast parcels) added at J-127

FlexTable: Junction Table

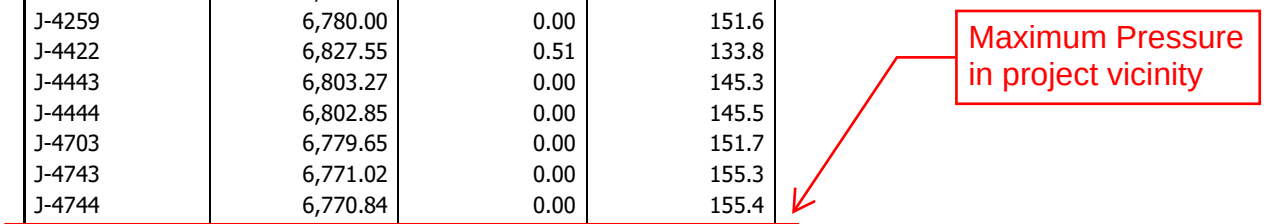
Label	Elevation (ft)	Demand (gpm)	Pressure (psi)
J-1487	6,777.21	0.00	152.7
J-1514	6,788.86	0.00	147.5
J-1515	6,789.01	0.00	147.5
J-1539	6,765.93	0.00	157.8
J-1540	6,765.96	0.00	157.8
J-1845	6,792.73	0.00	146.0
J-1868	6,779.88	0.00	151.5
J-1869	6,780.02	0.00	151.4
J-1870	6,781.17	0.00	151.2
J-1871	6,780.75	0.00	151.4
J-2000	6,788.93	0.00	147.8
J-2010	6,821.04	0.00	136.7
J-2011	6,821.25	0.00	136.6
J-2012	6,784.76	0.00	149.4
J-2013	6,784.73	0.00	149.4
J-2014	6,780.55	0.00	151.4
J-2015	6,780.48	2.08	151.4
J-2126	6,764.16	0.00	158.6
J-2197	6,781.25	0.00	150.9
J-2198	6,780.76	0.00	151.1
J-2228	6,782.17	0.00	150.5
J-2229	6,782.14	0.00	150.5
J-2285	6,780.70	0.00	151.2
J-2286	6,780.68	0.00	151.2
J-2292	6,786.00	0.00	148.9
J-2293	6,786.00	0.00	148.9
J-2296	6,780.02	0.00	151.5
J-2297	6,780.00	0.00	151.6
J-2304	6,776.00	0.00	153.2
J-2305	6,776.00	0.00	153.2
J-2308	6,783.94	0.00	149.9
J-2316	6,783.64	0.00	150.0
J-2324	6,784.00	0.00	149.9
J-2325	6,784.00	0.00	149.9
J-2398	6,781.60	0.00	150.9
J-2399	6,781.58	0.00	150.9
J-2411	6,788.32	0.00	147.7
J-2412	6,779.04	0.00	151.8
J-2413	6,779.20	0.00	151.8
J-2426	6,794.07	0.00	145.3
J-2427	6,794.02	0.00	145.3
J-2503	6,773.09	0.00	154.4
J-2504	6,773.19	0.00	154.4
J-2528	6,773.67	0.00	154.2
J-2534	6,779.16	0.00	151.8
J-2535	6,778.91	0.00	151.9
J-2545	6,771.37	0.00	155.2
J-2546	6,771.39	0.00	155.2
J-2591	6,780.05	0.00	151.4

FlexTable: Junction Table

Label	Elevation (ft)	Demand (gpm)	Pressure (psi)
J-2592	6,780.12	0.00	151.4
J-2607	6,780.70	0.00	151.2
J-2608	6,780.80	0.00	151.2
J-2612	6,784.38	0.00	149.5
J-2613	6,784.55	0.00	149.4
J-2634	6,776.60	0.00	153.0
J-2635	6,776.64	0.00	153.0
J-2654	6,781.18	0.00	151.0
J-2655	6,781.15	0.00	151.1
J-2662	6,782.60	0.00	150.3
J-2663	6,782.54	0.00	150.3
J-2668	6,773.52	0.00	154.3
J-2680	6,776.72	0.00	152.9
J-2681	6,776.77	0.00	152.9
J-2735	6,785.69	0.00	148.9
J-2736	6,785.70	0.00	148.9
J-2737	6,790.23	0.00	146.9
J-2738	6,790.17	0.00	146.9
J-2767	6,786.00	0.00	148.8
J-2768	6,786.00	0.00	148.8
J-2804	6,782.76	0.00	150.2
J-2805	6,783.32	0.00	149.9
J-2831	6,784.67	0.00	149.6
J-2832	6,784.55	0.00	149.6
J-2895	6,784.38	0.00	149.5
J-2906	6,788.77	0.00	147.8
J-2921	6,772.21	0.00	154.8
J-2922	6,772.19	0.00	154.8
J-2928	6,782.00	0.00	150.5
J-2929	6,782.00	0.00	150.5
J-3043	6,784.20	0.00	149.5
J-3049	6,781.20	0.00	150.9
J-3050	6,781.13	0.00	150.9
J-3113	6,761.45	0.00	159.8
J-3114	6,761.30	0.00	159.8
J-3141	6,783.17	0.00	150.2
J-3165	6,792.13	0.00	146.3
J-3166	6,765.17	0.00	158.2
J-3167	6,764.92	0.00	158.3
J-3182	6,781.27	0.00	151.0
J-3183	6,788.65	0.00	147.9
J-3184	6,791.49	0.00	146.5
J-3242	6,783.16	0.00	150.2
J-3247	6,784.67	0.00	149.6
J-3327	6,780.27	0.00	151.5
J-3365	6,838.44	0.00	129.2
J-3366	6,838.55	0.28	129.2
J-3863	6,772.04	0.00	154.9
J-3961	6,779.83	0.00	151.6

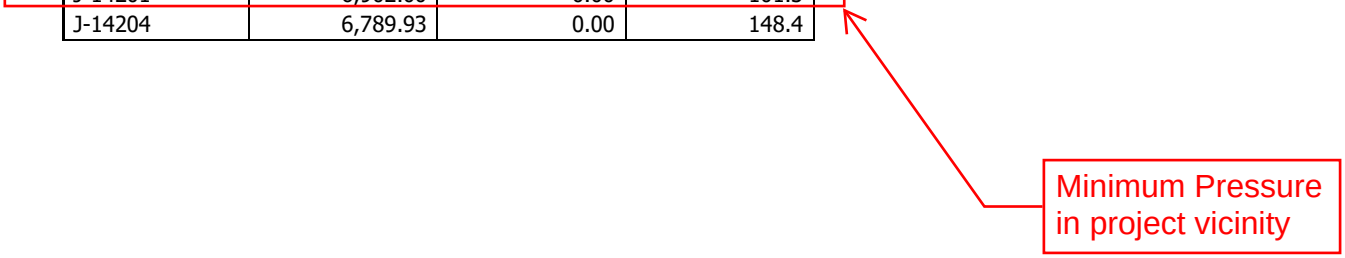
FlexTable: Junction Table

Label	Elevation (ft)	Demand (gpm)	Pressure (psi)
J-3962	6,779.82	0.00	151.6
J-4055	6,781.16	0.00	151.1
J-4209	6,817.53	0.00	138.7
J-4210	6,817.10	0.00	138.9
J-4259	6,780.00	0.00	151.6
J-4422	6,827.55	0.51	133.8
J-4443	6,803.27	0.00	145.3
J-4444	6,802.85	0.00	145.5
J-4703	6,779.65	0.00	151.7
J-4743	6,771.02	0.00	155.3
J-4744	6,770.84	0.00	155.4
J-4810	6,740.00	0.00	169.0
J-4947	6,779.47	1.33	151.8
J-5003	6,785.72	0.00	148.9
J-5500	6,752.15	0.00	163.8
J-6458	6,795.52	0.00	146.6
J-6732	6,776.34	0.00	153.1
J-6851	6,796.93	0.00	146.0
J-7159	6,784.50	0.00	149.6
J-7274	6,748.00	0.00	165.6
J-7403	6,750.17	0.00	164.6
J-7504	6,803.69	0.47	145.8
J-7535	6,742.56	0.00	167.9
J-7547	6,773.46	0.00	154.3
J-7992	6,753.38	0.00	163.3
J-8001	6,753.24	0.00	163.3
J-8125	6,783.28	0.00	150.2
J-8209	6,827.51	0.46	133.8
J-8320	6,835.92	0.00	130.5
J-8442	6,777.96	0.00	152.3
J-8645	6,748.57	0.00	165.3
J-8752	6,838.55	0.00	128.8
J-8768	6,757.08	0.00	161.7
J-8769	6,756.33	0.00	162.0
J-9237	6,827.67	0.00	133.7
J-9341	6,782.07	8.27	150.8
J-9387	6,758.13	0.00	161.2
J-9492	6,781.51	0.00	151.1
J-9503	6,780.90	0.00	151.0
J-9552	6,755.41	0.00	162.4
J-9989	6,796.84	0.00	147.9
J-10140	6,786.00	0.00	148.8
J-10317	6,778.39	0.00	152.1
J-10828	6,780.00	0.00	151.5
J-10884	6,779.75	0.00	151.6
J-11015	6,801.31	0.00	146.2
J-11087	6,784.26	0.00	149.8
J-11149	6,781.03	0.00	151.1
J-11230	6,782.32	0.00	150.5



FlexTable: Junction Table

Label	Elevation (ft)	Demand (gpm)	Pressure (psi)
J-11342	6,781.89	0.00	150.7
J-11599	6,741.94	0.00	168.2
J-11676	6,750.34	0.00	164.6
J-11695	6,776.77	0.00	152.9
J-11728	6,774.11	0.00	154.0
J-11832	6,784.08	0.00	149.8
J-11847	6,783.96	0.00	149.9
J-11971	6,787.50	0.00	148.1
J-12315	6,753.20	0.00	163.3
J-12412	6,825.24	0.00	134.8
J-12424	6,787.76	0.00	148.0
J-12518	6,783.65	0.00	149.8
J-12529	6,784.27	0.00	149.5
J-12531	6,843.79	0.00	127.0
J-12733	6,781.07	0.00	151.0
J-12876	6,773.84	0.00	154.1
J-12943	6,777.79	0.00	152.4
J-12964	6,775.21	0.00	153.6
J-13085	6,782.00	0.00	150.5
J-13169	6,785.90	0.00	148.9
J-13306	6,782.00	0.00	150.5
J-13436	6,806.25	0.41	145.4
J-13593	6,758.60	15.79	161.0
J-14080	6,778.32	0.40	152.5
J-14199	6,746.16	0.00	166.8
J-14201	6,902.00	0.00	101.3
J-14204	6,789.93	0.00	148.4

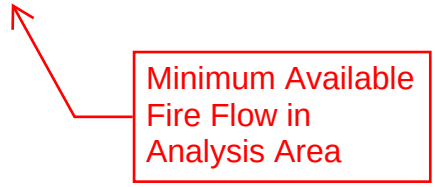




Appendix B

FlexTable: Hydrant Table

Label	Elevation (ft)	Fire Flow (Available) (gpm)	Pressure (Calculated Residual) (psi)	Zone
142706	6,827.61	3,500.00	96.2	B
142813	6,803.06	3,500.00	95.6	B
142816	6,802.25	3,500.00	96.2	B
142817	6,814.92	3,500.00	86.7	B
142818	6,834.54	3,500.00	78.1	B
142819	6,838.79	3,500.00	73.2	B
142820	6,827.05	3,500.00	84.8	B
142901	6,792.93	3,454.94	20.1	B
142902	6,754.75	2,042.74	20.0	B
142904	6,748.00	2,097.79	20.0	B
142905	6,741.33	2,135.54	20.0	B
142906	6,740.00	2,137.54	20.0	B
142907	6,760.00	2,355.81	20.0	B
142908	6,763.08	2,384.45	20.0	B
152706	6,784.00	3,500.00	113.3	B
152707	6,780.00	3,500.00	128.3	B
152721	6,790.50	3,500.00	123.0	B
152722	6,785.89	3,500.00	124.1	B
152723	6,782.17	3,500.00	124.7	B
152724	6,780.00	3,500.00	126.5	B
152725	6,775.18	3,500.00	128.7	B
152726	6,777.56	3,500.00	125.4	B
152727	6,784.94	3,500.00	104.9	B
152728	6,784.82	3,500.00	106.9	B
152729	6,788.15	3,500.00	104.2	B
152730	6,780.23	3,500.00	106.9	B
152731	6,780.61	3,500.00	102.4	B
152732	6,782.09	3,500.00	101.2	B
152733	6,784.73	3,500.00	103.2	B
152734	6,786.00	3,500.00	109.8	B
152739	6,780.41	3,500.00	114.6	B
152828	6,781.97	3,500.00	126.8	B
152829	6,780.84	3,500.00	136.1	B
152830	6,777.23	3,500.00	114.8	B
152831	6,772.51	3,500.00	130.6	B
152832	6,773.57	3,500.00	116.7	B
152833	6,772.17	3,500.00	127.1	B
152834	6,771.42	3,500.00	126.2	B
152835	6,784.38	3,500.00	97.1	B
152836	6,779.17	3,500.00	106.8	B
152901	6,782.00	3,500.00	21.6	B
152902	6,751.80	2,413.08	20.0	B
152903	6,752.33	2,138.00	20.0	B
152904	6,752.88	2,102.06	20.0	B
H-15	6,771.00	3,500.00	119.0	B
H-16	6,790.00	3,500.00	102.4	B
H-17	6,787.00	3,500.00	88.8	B



FlexTable: Hydrant Table

Label	Elevation (ft)	Fire Flow (Available) (gpm)	Pressure (Calculated Residual) (psi)	Zone
H-18	6,792.00	3,500.00	55.8	B
H-19	6,790.00	3,500.00	40.2	B

EL PASO ROAD INDUSTRIAL PARK

Final Traffic Impact Analysis / Traffic Statement

ARDURRA

1801 W Route 66, Suite 117
Flagstaff, AZ 86001

FEBRUARY 2026

TRAFFIC IMPACT ANALYSIS / TRAFFIC STATEMENT

EL PASO ROAD INDUSTRIAL PARK

CITY OF FLAGSTAFF, ARIZONA

Engineer: **Jennifer Rosales** Arizona PE Certificate No. 82518 Date: February 24, 2026



EXPIRES 31 DEC 2027

Prepared by

ARDURRA

1801 W Route 66, Suite 117
Flagstaff, AZ 86001

February 24, 2026

EL PASO ROAD INDUSTRIAL PARK
TRAFFIC IMPACT ANALYSIS / TRAFFIC STATEMENT
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0 EXECUTIVE SUMMARY

This report summarizes the results of a traffic impact analysis (TIA) conducted by Ardurra Group Incorporated (ARDURRA) in connection with the proposed El Paso Road Industrial Park, located north of Route 66 and west of North El Paso Flagstaff Road, in Flagstaff, Arizona.

Development Description:

The proposed development consists of seven parcels which follow:

- Parcel A, Manufacturing/Processing Heavy with 6,000 square feet (SF) building
- Parcel B, Existing Composting Facility with three (3) existing parking stalls and one (1) ADA space
- Parcel C, Construction Storage/Supply Yard with approximately five (5) employees
- Parcel D, Construction Storage/Supply Yard with 6,000 SF building
- Parcel E, Construction Storage/Supply Yard with approximately 5 employees
- Parcel F, Construction Storage/Supply Yard with approximately 5 employees
- Parcel G, Construction Storage/Supply and assumes 5 employees (to be conservative)

The only proposed buildings for the proposed project consists of one 6,000 SF building on Parcel A and one 6,000 SF building on Parcel D. The remaining Parcels will be utilized for construction storage or a supply yard. The proposed opening year is 2026.

The proposed project is estimated to generate only 15 AM peak hour trips and 15 PM peak hour trips. Four driveways are proposed connecting the project site to North El Paso Flagstaff Road, north of Route 66, and a proposed rural cul-de-sac.

Analysis Area and Scenarios:

Since the proposed project is estimated to generate less than 100 peak hour trips, this is a **Traffic Statement** level of a TIA. Per the Pre-Scoping approval by the City of Flagstaff on September 26, 2025 of the Traffic Statement/TIA scope of work, the study intersections follow:

- North El Paso Flagstaff Road at Route 66
- North El Paso Flagstaff Road and proposed site access driveways

All the study intersections and proposed driveways are analyzed in Synchro Version 12 for the following scenarios:

- 2025 Existing Conditions
- 2025 Existing Plus Project Conditions
- 2026 Opening Year Conditions
- 2026 Opening Year Plus Project Conditions

Findings and Conclusions:

Based on the results of the traffic analysis conducted to determine the impacts caused by the proposed developments on the adjacent roadway system, the following observations are made:

- Under the 2025 Existing plus Project and 2026 Opening Year plus Project Conditions, all study intersections and driveways remain at LOS A (operating at LOS D or better).
- Adequate sight distance is provided the project driveways.
- Right turn deceleration lanes do not meet warrants at the project driveways.
- A left turn lane on Route 66 to access N El Paso Flagstaff Road will be built by this project.

This study concludes that the public roadway system serving the project site and the analyzed intersection and driveways, can accommodate the anticipated traffic volumes to be generated by the proposed project without any significant traffic impact.

1 INTRODUCTION

This report summarizes the results of a traffic impact analysis study conducted by Ardurra Group Incorporated (ARDURRA) in connection with the proposed El Paso Road Industrial Park, located north of Route 66 and west of North El Paso Flagstaff Road in Flagstaff, Arizona.

The proposed development consists of seven parcels which follow:

- Parcel A, Manufacturing/Processing Heavy with 6,000 square feet (SF) building
- Parcel B, Existing Composting Facility with three (3) existing parking stalls and one (1) ADA space
- Parcel C, Construction Storage/Supply Yard with approximately five (5) employees
- Parcel D, Construction Storage/Supply Yard with 6,000 SF building
- Parcel E, Construction Storage/Supply Yard with approximately 5 employees
- Parcel F, Construction Storage/Supply Yard with approximately 5 employees
- Parcel G, Construction Storage/Supply and assumes 5 employees (to be conservative)

Parcel B of the project site is currently being used as an existing composting facility. The project location and the vicinity map of the study area are illustrated in **Figure 1**.

Three driveways along North El Paso Flagstaff Road are proposed to provide access to the development south of a proposed rural cul-de-sac. North of the proposed rural cul-de-sac, a proposed access to the development is provided with a proposed driveway to ten parking stalls. The site plan for this project is shown in **Figure 2**. A previously proposed site access driveway on Route 66 has been removed from the proposed development and site plan.

Per the Pre-Scoping approval by the City of Flagstaff on September 26, 2025 of the Traffic Statement/TIA scope of work, the study intersections follow:

- North El Paso Flagstaff Road at Route 66
- North El Paso Flagstaff Road and proposed site access driveways

All the study intersections and proposed driveways are analyzed in Synchro Version 12 for the following scenarios:

- 2025 Existing Conditions
- 2025 Existing Plus Project Conditions
- 2026 Opening Year Conditions
- 2026 Opening Year Plus Project Conditions

2 SCOPING MEETING

At the onset of this TIA, a meeting with the City of Flagstaff staff was organized to discuss the scope and proposed Traffic Statement/TIA methodology which ARDURRA will follow to complete the study. The Pre-Scoping was APPROVED by the City of Flagstaff on September 26, 2025 of the Traffic Statement/TIA scope of work. Since the proposed project is estimated to generate less than 100 peak hour trips, this is a **Traffic Statement** level of a TIA. The Pre-Scoping Approval of the Traffic Statement/TIA Scope of Work Form is included in **Appendix A** for reference.



Figure 1 Site Location Map

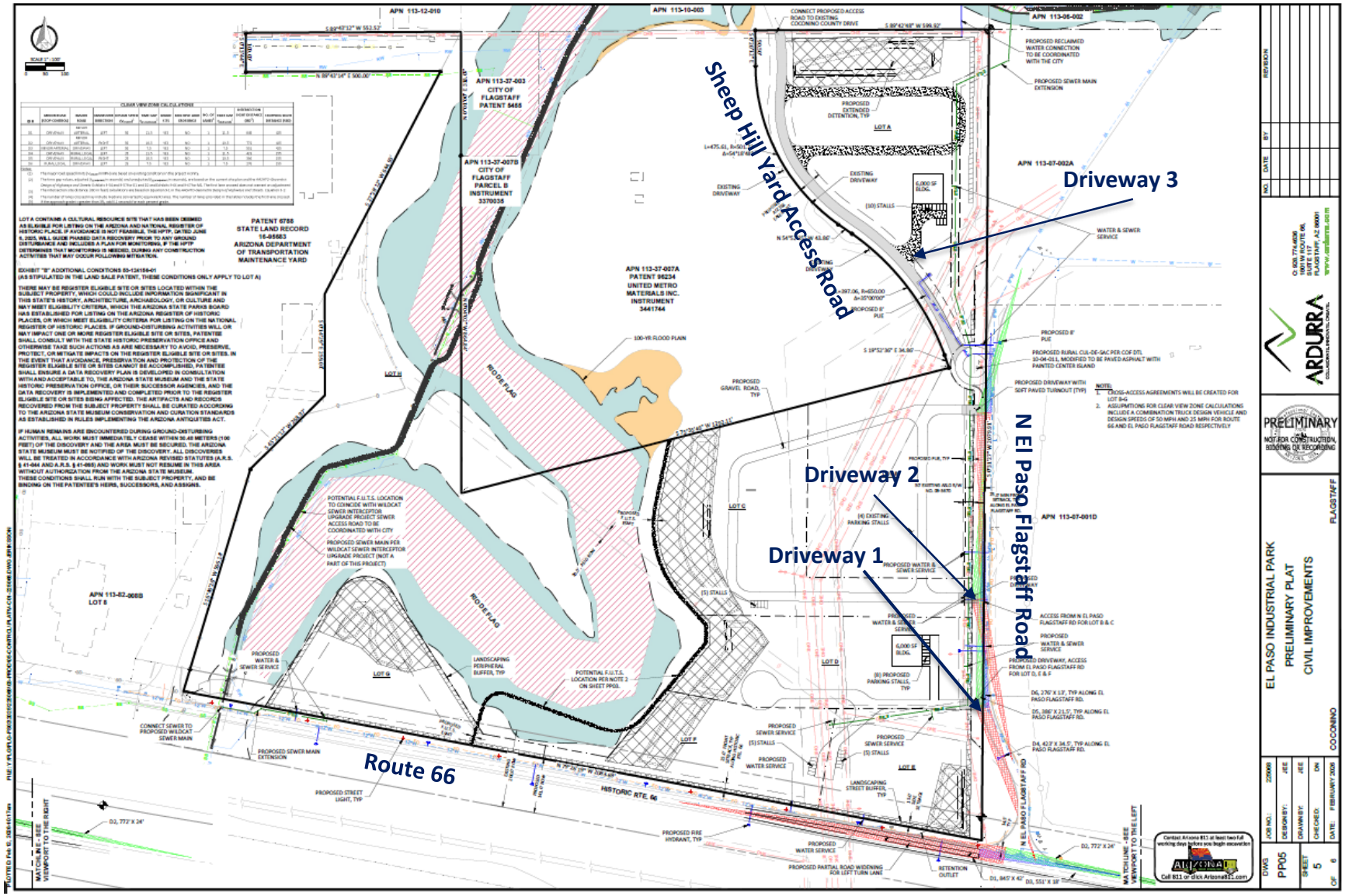


Figure 2 Site Plan

3 EXISTING CONDITIONS

Access to the project site is provided by North El Paso Flagstaff Road and Sheep Hill Yard Access Road. Both North El Paso Flagstaff Road and Sheep Hill Yard Access Road are two-lane roads (one lane in each direction).

Historic Route 66 is adjacent to the project site and classified as a Major Arterial and a Truck Route on the City of Flagstaff Roadway Functional Classification Map in the vicinity of the project site. Historic Route 66 has one (1) lane in each direction near the project site.

In addition, based on reviewing the project site plan and the surrounding street network, Driveway 1 is assumed to be the access for lots D, E, F, and G in the traffic LOS and delay analysis. Driveway 2 is assumed to be the access for lots B and C for the traffic LOS and delay analysis. Driveway 3 is assumed to be the access for lot A. Figure 2 depicts the locations of these intersections and driveways.

4 DATA COLLECTION

The AM and PM peak period turning movement counts at the study intersection of Route 66 and N El Paso Road Flagstaff Road were collected on Thursday, October 9, 2025. From the traffic counts, it is determined that the AM peak is from 8:00 AM to 9:00 AM and the PM peak is from 4:15 PM to 5:15 PM, based on the turning movement counts collected. Figure 3 shows the peak hour turning movement counts and the traffic control types at the study intersection.

A bi-directional 24-hour traffic count was also conducted on Sheep Hill Road west of North El Paso Flagstaff Road on Thursday, October, 9, 2025. A summary of the traffic count on Sheep Hill Road follows:

- AM peak traffic is 23 vehicles, consisting of 10 eastbound and 13 westbound vehicles.
- PM peak traffic is 2 vehicles, consisting of 1 eastbound and 1 westbound vehicle.
- Average Daily Traffic (ADT) for the twenty-four hour period is 227 vehicles consisting of 122 eastbound and 105 westbound vehicles.

Based on the traffic counts conducted for Sheep Hill Road as compared to the traffic counts for North El Paso Flagstaff Road at Route 66, the percentage of traffic from Sheep Hill Road on North El Paso Flagstaff Road is 56 percent in the AM peak and 10 percent in the PM peak.

The detailed traffic count reports are included in Appendix B.



Figure 3 Turning Movement Counts – 2025 Existing Conditions

5 TRAFFIC ANALYSIS

Intersection Level of Service (LOS) analyses were performed per the procedures set forth and recommended by the Highway Capacity Manual (HCM) methodologies for evaluating LOS at unsignalized intersections. In addition, the traffic analysis software, Synchro, was used to evaluate the operations of the study intersections. The Level of Service criteria for signalized and unsignalized intersections are shown below in Table 1. LOS 'A' is considered free-flow conditions, and LOS 'F' is considered failing conditions. LOS 'D' is acceptable during peak hours by most agencies.

Table 1 Level of Service (LOS) Criteria for Intersections

LOS	Signalized Intersection	Unsignalized Intersections
	Delay (sec/veh)	Delay (sec/veh)
A	0-10	0-10
B	>10-20	>10-15
C	>20-35	>15-25
D	>35-55	>25-35
E	>55-80	>35-50
F	>80	>50

5.1 2025 Existing Conditions

Utilizing the collected traffic volumes, the existing AM and PM weekday traffic peak hour levels of service for the study intersection are determined and summarized in Table 2, while the detailed level of service reports can be found in Appendix C of this report.

Based on the level of service analysis, under the 2025 Existing Conditions, the study intersection operates at LOS D or better.

Table 2 Intersection Level of Service – 2025 Existing Conditions

Intersection		AM Peak Hour		PM Peak Hour	
		LOS	Delay[1]	LOS	Delay[1]
1	Route 66 at N El Paso Flagstaff Road [2 3]	A	9.11 (SB)	A	9.1 (SB)

LOS – Level of Service
1 Delay is presented in seconds per vehicle.
2 Unsignalized intersection.
3 Delay shown for a critical approach.

5.2 Traffic Growth Projection for Opening Year 2026 Conditions

The traffic volumes for the 2026 Opening Year conditions are forecasted by projecting the existing volumes to the Year 2026 utilizing an annual growth rate of 2%. The annual vehicle trip growth rate of 2% per year was approved by the City of Flagstaff in Pre-Scoping Approval of the Traffic Statement/TIA Scope of Work Form.

Utilizing the traffic volumes developed for the year 2026 Opening Year Conditions, the AM and PM peak hour levels of service for the study intersection is determined. The results are summarized in **Table 3**. Detailed synchro reports are included in Appendix C. The 2026 Opening Year AM and PM peak hour traffic volumes are presented in Figure 4.

Table 3 Intersection Level of Service – 2026 Opening Year Conditions

Intersection		AM Peak Hour		PM Peak Hour	
		LOS	Delay[1]	LOS	Delay[1]
1	Route 66 at N El Paso Flagstaff Road [2 3]	A	9.13 (SB)	A	9.11 (SB)

LOS – Level of Service
1 Delay is presented in seconds per vehicle.
2 Unsignalized intersection.
3 Delay shown for a critical approach.

In the 2026 Opening Year Conditions, all the study intersections will operate at LOS D or better during both AM and PM peak hours, the same as the 2025 Existing Conditions.



Figure 4 Opening Year 2026 Traffic Volumes

5.3 Proposed Development

According to the site plan in Figure 2, the proposed development consists of the following:

- Parcel A, Manufacturing/Processing Heavy with 6,000 SF building
- Parcel B, Existing Composting Facility with 3 existing parking stalls and 1 ADA space
- Parcel C, Construction Storage/Supply Yard with approximately 5 employees
- Parcel D, Construction Storage/Supply Yard with 6,000 SF building
- Parcel E, Construction Storage/Supply Yard with approximately 5 employees
- Parcel F, Construction Storage/Supply Yard with approximately 5 employees
- Parcel G, Construction Storage/Supply and assumes 5 employees (to be conservative)

The site plan shows the driveways proposed for the development in Figure 2. For the purposes of the traffic study, three of the main access driveways were used for the traffic analysis for LOS and delay analysis. Driveway 1 is assumed to be the access for lots D, E, F, and G in this analysis. Driveway 2 is assumed to be the access for lots B and C. Driveway 3 is assumed to be the access for lot A. Figure 2 depicts the locations of these driveways.

5.4 Trip Generation

Trips to and from the proposed development were estimated using the *Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition*. The trip generation potential of the proposed project was estimated using ITE land use code: 130 Industrial Park and ITE land use code: 140 Manufacturing.

Table 4 Proposed Project Trip Generation

ITE Land Use Code: Project Description	Units	AM Trip Rate	AM Peak Hour Trips	PM Trip Rate	PM Peak Hour Trips
Parcel A - Manufacturing/Processing Heavy **(6 KSF building)**	6	0.68	4	0.74	4
ITE 140: Manufacturing		per KSF		per KSF	
Parcel B - Existing Compost Facility (3 existing parking stalls & 1 ADA)	Existing facility and trips will already be included				
ITE 130: Industrial Park	in the new traffic counts				
Parcel C - Construction Storage/Supply Yard (5 employees)	5	0.44	2	0.42	2
ITE 130: Industrial Park		per emp		per emp	
Parcel D - Construction Storage/Supply Yard (5 employees)	5	0.44	2	0.42	2
6 KSF Building		per emp		per emp	
Calculated using trip rates for KSF and employees as comparison	6	0.34	2	0.34	2
ITE 130: Industrial Park		per KSF		per KSF	
Parcel E - Construction Storage/Supply Yard (5 employees)	5	0.44	2	0.42	2
ITE 130: Industrial Park		per emp		per emp	
Parcel F - Construction Storage/Supply Yard (5 employees)	5	0.44	2	0.42	2
ITE 130: Industrial Park		per emp		per emp	
Parcel G - Construction Storage/Supply Yard? (assume 5 employees)	5	0.44	2	0.42	2
ITE 130: Industrial Park		per emp		per emp	
Project Trip Generation			**15**		**15**

The proposed project is estimated to generate less than 100 peak hour trips. Parcel B is an existing compost facility and these trips are already included in the new traffic counts conducted; therefore, Parcel B is not included in the trip generation estimate of the proposed project.

The estimated daily trips for the proposed project using the ITE land use codes shown in Table 4 and associated daily trip rates are 101 weekday trips.

The trip generation rates and estimates for the proposed project were discussed with City staff on July 21, 2025 and APPROVED in the Traffic Statement/TIA scope of work form by the City of Flagstaff on September 26, 2025.

5.5 Trip Distribution and Assignment

Estimations of approach/departure routing distributions for the site traffic and assignments of site traffic to the adjacent roadways are essential in determining the traffic impacts of a proposed development. As shown in Figure 5, based on the traffic data conducted and surrounding land uses in the vicinity of the site, the directional trip distribution is assumed as follows:

- 85% to/from the west (Route 66)
- 15% to/from the east (Route 66)

5.6 2025 Existing Plus Project Conditions

The 2025 Existing Plus Project Conditions for AM and PM intersection and driveway traffic volumes are estimated by combining the aforementioned new proposed project trips and the 2025 Existing Conditions traffic volumes. The 2025 Existing Plus Project traffic volumes for AM and PM peak hours are presented in Figure 6.

Utilizing the traffic volumes developed for the 2025 Existing Plus Project Conditions, the AM and PM peak hour levels of service for the study intersections were calculated and the results are summarized in Table 5. Detailed level of service analyses are included in Appendix C.

In the 2025 Existing Plus Project Conditions, all study intersections remain at LOS A during both the AM and PM peak hours.



Figure 5 Directional Trip Distribution

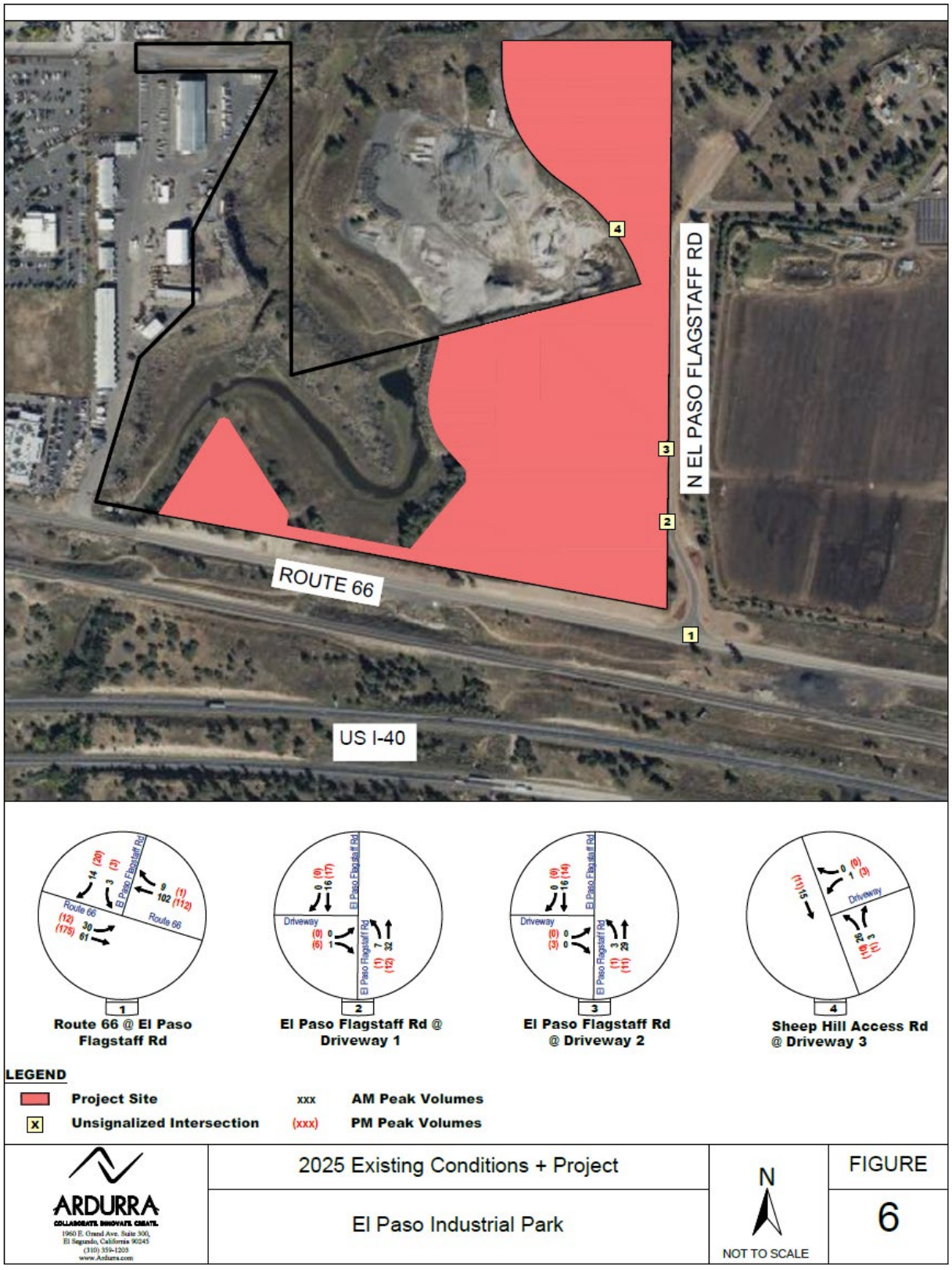


Figure 6 Turning Movement Counts – 2025 Existing Plus Project Conditions

Table 5 Intersection Level of Service – 2025 Existing Plus Project Conditions

Intersection		AM Peak Hour		PM Peak Hour	
		LOS	Delay[1]	LOS	Delay[1]
1	Route 66 at N El Paso Flagstaff Road [2 3]	A	9.14 (SB)	A	9.23 (SB)
2	Driveway 1 at N El Paso Flagstaff Road [2 3]	A	8.4 (EB)	A	8.42 (EB)
3	Driveway 2 at N El Paso Flagstaff Road [2 3]	A	0.68 (NB)	A	8.39 (EB)
4	Driveway 3 at Sheep Hill Access Road [2 3]	A	8.74 (WB)	A	8.64 (WB)

LOS – Level of Service
1 Delay is presented in seconds per vehicle.
2 Unsignalized intersection.
3 Delay shown for a critical approach.

5.7 2026 Opening Year Plus Project Conditions

The 2026 Opening Year Plus Project Conditions for AM and PM intersection and driveway traffic volumes are estimated by combining the aforementioned new proposed project trips and the 2026 Opening Year traffic volumes. The 2026 Opening Year Plus Project traffic volumes for AM and PM peak hours are presented in Figure 7.

Utilizing the traffic volumes developed for the 2026 Opening Year Plus Project Conditions, the AM and PM peak hour levels of service for the study intersections were calculated and the results are summarized in Table 6. Detailed level of service analyses are included in Appendix C.

In the 2026 Opening Year Plus Project Conditions, all study intersections remain at LOS A during both the AM and PM peak hours.

Table 6 Intersection Level of Service – 2026 Opening Year Plus Project Conditions

Intersection		AM Peak Hour		PM Peak Hour	
		LOS	Delay[1]	LOS	Delay[1]
1	Route 66 at N El Paso Flagstaff Road [2 3]	A	9.16 (SB)	A	9.24 (SB)
2	Driveway 1 at N El Paso Flagstaff Road [2 3]	A	8.4 (EB)	A	8.42 (EB)
3	Driveway 2 at N El Paso Flagstaff Road [2 3]	A	0.68 (NB)	A	8.39 (EB)
4	Driveway 3 at Sheep Hill Access Road [2 3]	A	8.74 (WB)	A	8.64 (WB)

LOS – Level of Service
1 Delay is presented in seconds per vehicle.
2 Unsignalized intersection.
3 Delay shown for a critical approach.

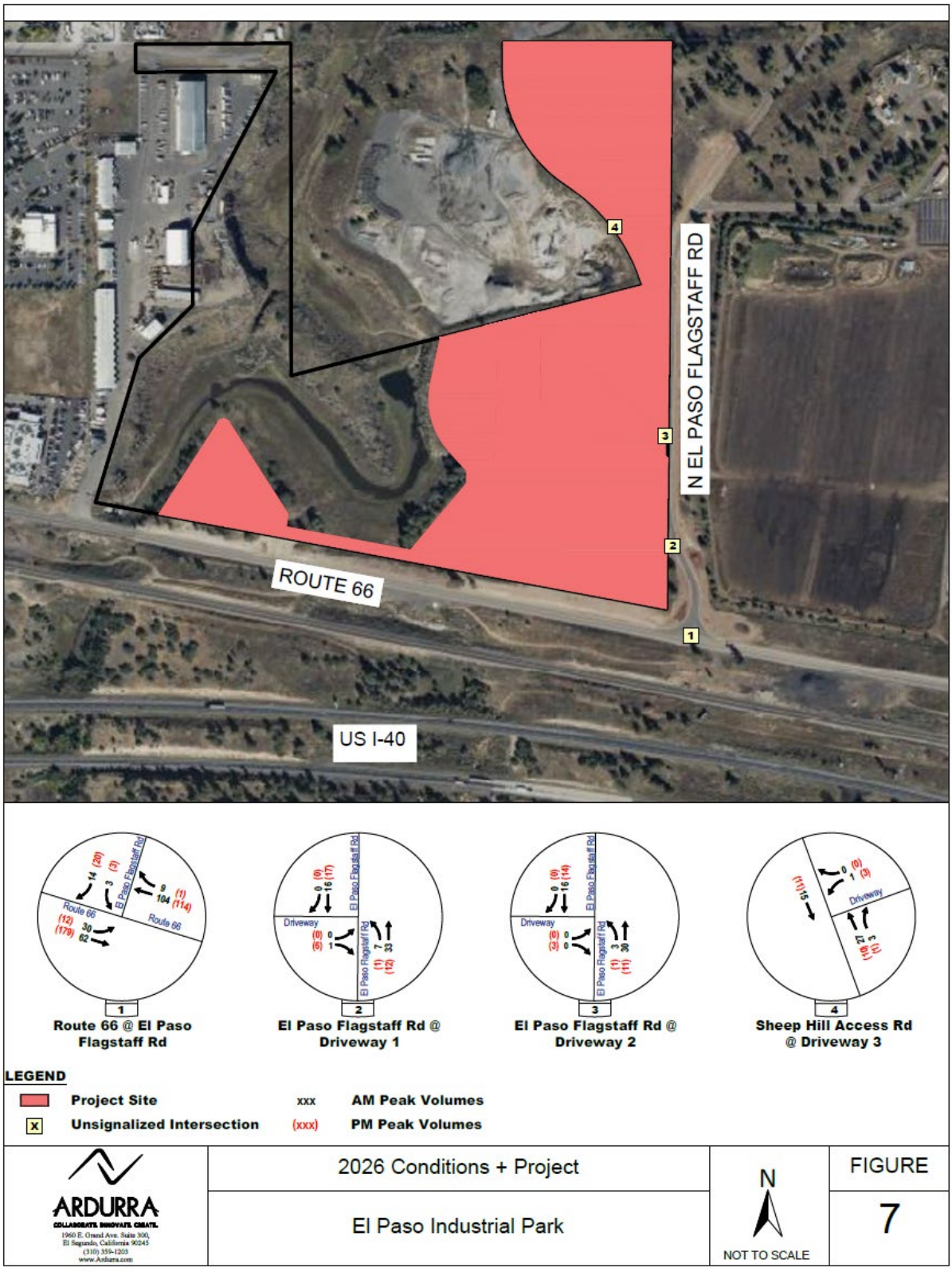


Figure 7 Turning Movement Counts – 2026 Opening Year Plus Project Conditions

6 PROJECT SITE ACCESS/DRIVEWAYS AND CIRCULATION

6.1 Right Turn Lane Warrant

Deceleration lane requirements on N El Paso Flagstaff Road for the proposed project were determined by evaluating the Right Turn Lane Warrant (Figure 13-10-010-01) in Title 13, Engineering Design Standards and Specifications for New Infrastructure, of the City of Flagstaff's Municipal Code. Based on the analysis using the Right Turn Lane Warrant, right turn deceleration lanes are not warranted for any of the proposed project driveways on N El Paso Flagstaff Road with 2026 Opening Year plus project volumes. The warrant table is provided in Figure 8.

A right turn lane is warranted on Route 66 at N El Paso Flagstaff Road for the 2026 conditions plus project trips. However, the warrant is triggered by existing trips that are not project related, and a right turn lane will not be required.

Figure 13-10-010-01

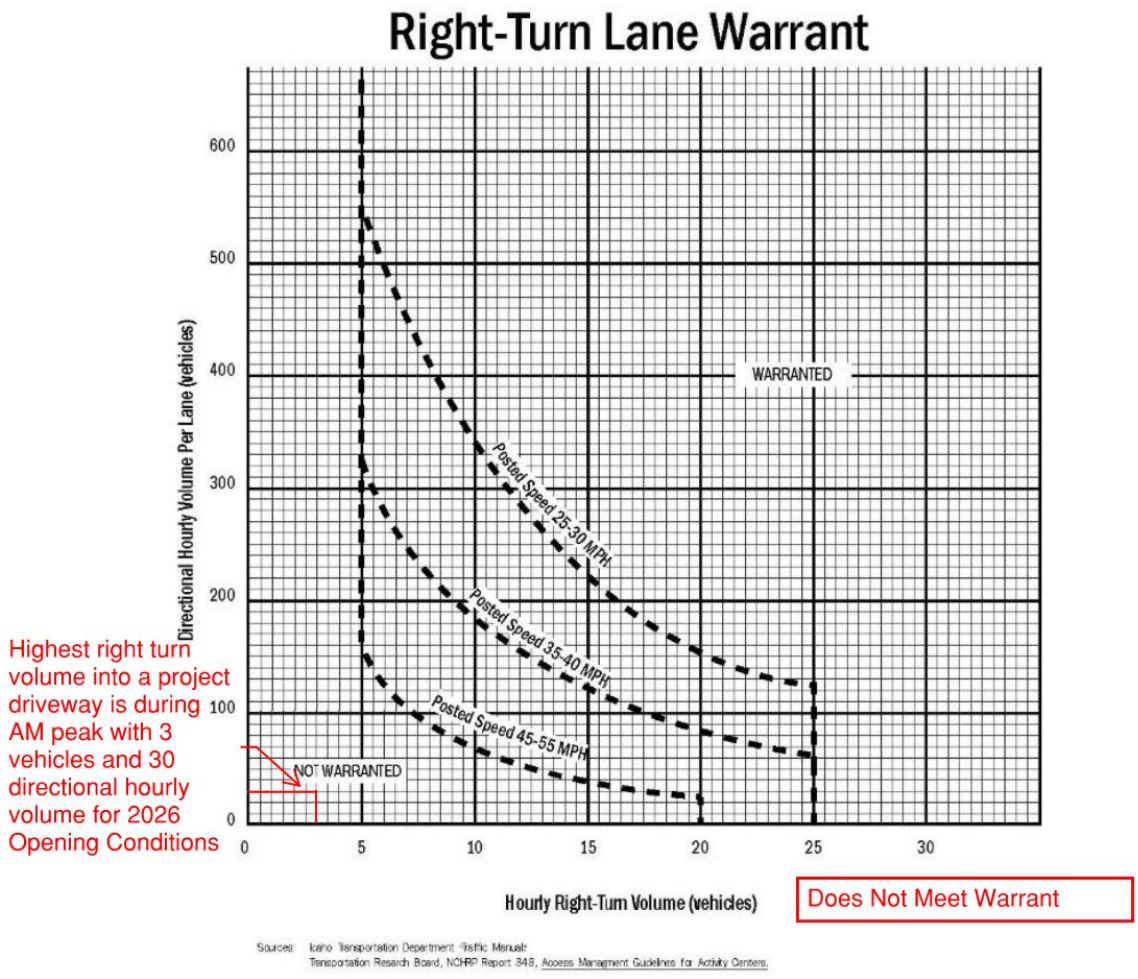


Figure 8 Right Turn Lane Warrant

6.2 Project Sight Distance

Intersection and stopping sight distance were reviewed and evaluated for the proposed project driveways on North El Paso Flagstaff Road and on Sheep Hill Access Road. The intersection and stopping sight distance calculations are shown in the table below.

Table 7 Sight Distance Calculations

CLEAR VIEW ZONE CALCULATIONS											
ID #	MINOR ROAD (STOP CONTROL)	MAJOR ROAD	MANEUVER DIRECTION	DESIGN SPEED (V_{MAJOR})[1]	TIME GAP $t_{g\,(unadjusted)}$[2]	GRADE ≤ 3%	MULTIPLE LANE CROSSINGS	NO. OF LANES[4]	TIME GAP $t_{g\,(adjusted)}$[2]	INTERSECTION SIGHT DISTANCE (ISD[3])	STOPPING SIGHT DISTANCE (SSD)
D1	DRIVEWAY	MINOR ARTERIAL	LEFT	50	11.5	YES	NO	1	11.5	845	425
D2	DRIVEWAY	MINOR ARTERIAL	RIGHT	50	10.5	YES	NO	1	10.5	772	425
D3	MINOR ARTERIAL	DRIVEWAY	LEFT	50	7.5	YES	NO	1	7.5	551	425
D4	DRIVEWAY	RURAL LOCAL	LEFT	25	11.5	YES	NO	1	11.5	423	155
D5	DRIVEWAY	RURAL LOCAL	RIGHT	25	10.5	YES	NO	1	10.5	386	155
D6	RURAL LOCAL	DRIVEWAY	LEFT	25	7.5	YES	NO	1	7.5	276	155

Notes:

(1) The major road speed limits (V_{MAJOR} in MPH) are based on existing conditions in the project vicinity.

(2) The time gap values, adjusted ($t_{g\,(adjusted)}$ in seconds) and unadjusted ($t_{g\,(unadjusted)}$ in seconds), are based on the current site plan and the *AASHTO-Geometric Design of Highways and Streets* Exhibits 9-54 and 9-57 for D1 and D2 and Exhibits 9-66 and 9-67 for M1. The first lane crossed does not warrant an adjustment

(3) The intersection site distance (ISD in feet) calculations are based on Equation 9-1 in the *AASHTO-Geometric Design of Highways and Streets* . Equation 9-1:

(4) The number of lanes crossed may include medians converted to equivalent lanes. The number of lanes provided in the table includes the first lane crossed.

(5) If the approach grade is greater than 3%, add 0.1 seconds for each percent grade.

The assumptions for clear view zone calculations include a combination truck design vehicle and design speeds of 50 miles per hour (mph) and 25 mph for Route 66 and El Paso Flagstaff Road, respectively.

The sight distance exhibit is provided in Appendix D, which includes Table 7 in this report. Based on the sight distance evaluation, adequate sight distance is available at the project driveways/access.

7 CRASH ANALYSIS

Crash history at the existing study intersection was obtained from Arizona Department of Transportation (ADOT) for the period between January 1, 2022 and December 31, 2024. The results of the crash evaluation are shown in Table 8.

Table 8 Crash Analysis

Crash Analysis (North El Paso Flagstaff Road / Route 66)									
Year	Crash Type						Fatal	Injury	Crash Totals
	Angle	Left Turn	Rear End	Sideswipe	Head On	Other			
2022	0	0	0	0	0	0	0	0	0
2023	0	0	0	0	0	0	0	0	0
2024	0	0	1	0	0	0	0	0	1
3-Year Total	**0**	**0**	**1**	**0**	**0**	**0**	**0**	**0**	**1**

One rear end collision was observed at the intersection of N. El Paso Flagstaff Road and Route 66 intersection with no injuries or fatalities.

8 FINDINGS AND CONCLUSIONS

Based on the results of the traffic analysis conducted to determine the impacts caused by the proposed developments on the adjacent roadway system, the following observations are made:

- Under the 2025 Existing plus Project and 2026 Opening Year plus Project Conditions, all study intersections and driveways remain at LOS A (operating at LOS D or better).
- Adequate sight distance is provided the project driveways.
- Right turn deceleration lanes do not meet warrants at project driveways.
- A left turn lane on Route 66 to access N El Paso Flagstaff Road will be built by this project.

This study concludes that the public roadway system serving the project site and the analyzed intersection and driveways, can accommodate the anticipated traffic volumes to be generated by the proposed project without any significant traffic impact.

APPENDICES

A. Approved Traffic Statement / TIA Scope of Work Form
B. Traffic Data Collection Reports
C. Synchro Analysis Reports
D. Sight Distance Exhibit

Appendix A

Approved Traffic Statement / TIA Scope of Work Form

Date: 7/21/2025 **Pre-Scope** ☒ **Revised** ☒ **Final** ☐

Pre-Scoping Approved with conditions found on page 3

TRAFFIC STATEMENT / TIA SCOPE OF WORK FORM

Information on the Project
Traffic Impact Analysis Base Assumptions

City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001

The applicant is responsible for entering the relevant information and submitting the form to the City of Flagstaff no less than three (3) business days prior to the scheduled meeting. If a form is not received by this deadline, the scope of work meeting may be postponed.

Contact Information	
Consultant Name:	Jennifer Rosales, Ardurra
Telephone:	949-216-6833
E-Mail:	jrosales@ardurra.com
Developer/Owner Name:	Art Babbott
Telephone:	928-607-1688
Email:	ABABBOTT@GMAIL.COM

Project Information				
Project Name:	El Paso Road Industrial			
Project Location: (Attach regional and site specific location maps)	The proposed El Paso Road Industrial Park is located north of Route 66 and west of North El Paso Flagstaff Road in Flagstaff, Arizona.			
Project Description: Including type of application (rezoning, subdivision, site plan), acreage, business sq. ft., number of dwelling units, access location(s), etc. Attach additional sheet(s) if necessary.	The proposed development project consists of: • Parcel A Manufacturing/Processing Heavy with 6,000 SF building • Parcel B Existing Composting Facility – 3 existing parking stalls and 1 ADA space (trips to/from Parcel B will already be included in the existing traffic counts to be conducted) • Parcel C Construction Storage/Supply Yard – approx. 5 employees • Parcel D Construction Storage/Supply Yard with 6,000 SF building • Parcel E Construction Storage/Supply Yard - approx. 5 employees • Parcel F Construction Storage/Supply Yard – approx. 5 employees • Parcel G Construction Storage/Supply- assuming 5 employees The only proposed buildings for the proposed project consist of one 6,000 SF building on Parcel A and one 6,000 SF building on Parcel D. Attached is a proposed site plan showing driveway locations.			
Trip Generation (Attach calculation summary)	Residential ☐	Commercial ☐	Mixed Use ☐	Other ☒
Proposed Use: ITE Code(s): Number of Units:	Parcel A - Manufacturing / Processing Heavy 140: Manufacturing 6,000 SF			
Proposed Use: ITE Code(s): Number of Units:	Parcel C - Construction Storage / Supply Yard 130: Industrial Park 5 employees			
Proposed Use:	Parcel D – Construction Storage / Supply Yard			

It is important for the applicant to provide sufficient information to the City of Flagstaff so questions regarding geographic scope, alternate methodology, or other potential issues can be answered during the scoping meeting.

ITE Code(s):	130: Industrial Park
Number of Units:	6,000 SF and approx. 5 employees
Proposed Use:	Parcel E – Construction Storage / Supply Yard
ITE Code(s):	130: Industrial Park
Number of Units:	5 employees
Proposed Use:	Parcel F and G – Construction Storage / Supply Yard
ITE Code(s):	130: Industrial Park
Number of Units:	5 employees and 5 employees

Traffic Impact Analysis Assumptions

Study Years:	Existing: 2025	Opening: 2026		Phase 1:
	Phase 2:	Phase 3:		Build-Out:
Study Area Boundaries: (Attach map)	North:		South: Route 66	
	East: N El Paso Flagstaff Road		West:	
External Factors That Could Affect Project: (Planned road improvements, other nearby developments)	The proposed project is estimated to generate less than 100 peak hour trips. Therefore, a Traffic Statement is recommended.			
Available Traffic Data: (Historical, forecasts)	Click here to enter text.			
Trip Distribution: (Attach map showing distribution percentages)	New turning movement counts to be conducted at the intersection of N El Paso Flagstaff Road at Route 66 will be used to estimate trip distribution. Assuming about 80-90% to/from west and 20-10% to/from east			
Annual Vehicle Trip Growth Rate:	2% per year			
Peak Period for Study: (Check all that apply)	☒ AM	☐ Midday	☒ PM	☐ SAT
Study Intersections and/or Road Segments: (Attach additional sheets as necessary)	1. Site access driveways on El Paso Flagstaff Road		2. Site access driveway on Route 66	
	3. El Paso Flagstaff Road and Route 66		4. Click here to enter text.	
	5. Click here to enter text.		6. Click here to enter text.	
	7. Click here to enter text.		8. Click here to enter text.	
	9. Click here to enter text.		10. Click here to enter text.	
Trip Adjustment Factors: (Attach calculations and assumptions)	Internal allowance: ☐ Yes ☒ No Reduction: _____% of trips		Pass-by allowance: ☐ Yes ☒ No Reduction: _____% of trips	
Software Methodology:	☒ Synchro ☐ HCS ☐ Rodel ☐ Other: _____			
Traffic Signal Proposed or Affected: (analysis software to be used, progression speed, cycle length)	None			
Improvement(s) Assumed or to be Considered:	N/A			

It is important for the applicant to provide sufficient information to the City of Flagstaff so questions regarding geographic scope, alternate methodology, or other potential issues can be answered during the scoping meeting.

Relevant Traffic Studies Considered:	Click here to enter text.
Plan Submission:	☐ Master Development Plan ☐ Generalized Development Plan ☐ Preliminary / Sketch Plan ☒ Other Plan Type (Final Site, Subd. Plan)
Analysis Types:	☐ Queuing Analysis ☐ Actuation / Coordination ☑ LOS Analysis ☒ Sight Distance ☒ Crash Analysis ☑ Delay Analysis ☐ TDM Measures ☒ Right Turn Lane Warrant ☐ Intersection(s) ☐ Other: _____ ☐ Other: _____

Notes on Assumptions

The proposed project is estimated to generate less than 100 peak hour trips. Please see attached trip generation estimate for the site and each parcel as discussed with City staff on July 21, 2025. Parcel B is an existing Compost Facility and trips will already be included in the new traffic counts conducted; therefore, Parcel B is not included in the trip generation estimate.

Therefore, a Traffic Statement that addresses the trip generation and any site specific issues is recommended.

Approved with the following conditions:

1. Include the following additional analysis types:
   a. LOS analysis
   b. Delay analysis

Traffic Impact Analysis Fee

*TIA Analysis Category**	*Fee Schedule (Levels 1-5)***	*Cost*
0	1	$1,128
1 & 2-M	2 & 3	$3,785
2-L & 2-MULTI	4 & 5	$10,280

TIA REVIEW FEE: $1,128 Due with submission of TIA

*refer to Flagstaff City Code 13-05-002-0003.3 for TIA Analysis Category
**refer to Flagstaff City Code 3-10-001-0002 for current Fee Schedules

Applicant or Consultant

It is important for the applicant to provide sufficient information to the City of Flagstaff so questions regarding geographic scope, alternate methodology, or other potential issues can be answered during the scoping meeting.

SIGNATURE: _____ DATE: 7/21/2025

PRINT NAME: Jennifer Rosales, PE, PTOE (AZ PE No. 82518)

City of Flagstaff	Approved ☐	Revisions Required ☐

SIGNATURE: David Lemcke DATE: 9/26/25

PRINT NAME: David Lemcke

It is important for the applicant to provide sufficient information to the City of Flagstaff so questions regarding geographic scope, alternate methodology, or other potential issues can be answered during the scoping meeting.

ITE Land Use Code: Project Description	Units	AM Trip Rate	AM Peak Hour Trips	PM Trip Rate	PM Peak Hour Trips
Parcel A - Manufacturing/Processing Heavy **(6 KSF building)** ITE 140: Manufacturing	6	0.68 per KSF	4	0.74 per KSF	4
Parcel B - Existing Compost Facility (3 existing parking stalls & 1 ADA) ITE 130: Industrial Park	Existing facility and trips will already be included in the new traffic counts				
Parcel C - Construction Storage/Supply Yard (5 employees) ITE 130: Industrial Park	5	0.44 per emp	2	0.42 per emp	2
Parcel D - Construction Storage/Supply Yard (5 employees) **6 KSF Building** ***Calculated using trip rates for KSF and employees as comparison*** ITE 130: Industrial Park	5 6	0.44 per emp 0.34 per KSF	2 2	0.42 per emp 0.34 per KSF	2 2
Parcel E - Construction Storage/Supply Yard (5 employees) ITE 130: Industrial Park	5	0.44 per emp	2	0.42 per emp	2
Parcel F - Construction Storage/Supply Yard (5 employees) ITE 130: Industrial Park	5	0.44 per emp	2	0.42 per emp	2
Parcel G - Construction Storage/Supply Yard? (assume 5 employees) ITE 130: Industrial Park	5	0.44 per emp	2	0.42 per emp	2
Project Trip Generation			**15**		**15**

PRELIMINARY PLAT
FOR
EL PASO INDUSTRIAL PARK
FLAGSTAFF, ARIZONA

LOCATED IN THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 21, RANGE 7 EAST, OF THE GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, CITY OF FLAGSTAFF, ARIZONA

PROPERTY INFORMATION:

APN:113-37-STATE1
ADDRESS - 2661 N EL PASO FLAGSTAFF ROAD
FLAGSTAFF, AZ 86004

NUMBER OF LOTS: 8
EXISTING ZONING: HIGHWAY COMMERCIAL (HC) AND HEAVY INDUSTRIAL OPEN (HI-O)
PROPOSED ZONING: HEAVY INDUSTRIAL OPEN (HI-O)
GROSS AREAGE: ±56.00 ACRES
NET ACREAGE (EXCLUDING ROW): ±54.08 ACRES

1. THE CITY OF FLAGSTAFF PROVIDES WATER (UTILITY) SERVICE PURSUANT TO STATE LAW AND IS CURRENTLY OPERATING UNDER A DESIGNATION OF ADEQUATE WATER SUPPLY GRANTED BY THE ARIZONA DEPARTMENT OF WATER RESOURCES, APPLICATION NO 41-90000.0002.
2. ALL UTILITIES, INCLUDING STREET LIGHT AND ELECTRIC LINES INSTALLED WITH THIS DEVELOPMENT SHALL BE PLACED UNDERGROUND.
3. DEVELOPMENT AND USE OF THIS SITE WILL CONFORM TO ALL APPLICABLE CITY OF FLAGSTAFF CODES AND ORDINANCES.
4. EXCEPT FOR CONSTRUCTION AND IMPROVEMENTS BY GOVERNMENTAL ENTITIES AND CERTIFICATED PUBLIC UTILITIES, CONSTRUCTION AND IMPROVEMENTS WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO ONLY THE FOLLOWING: REMOVABLE WOOD, WIRE OR SECTION TYPE FENCING; CONSTRUCTION, STRUCTURES OR BUILDING EXPRESSLY APPROVED IN WRITING BY ALL PUBLIC UTILITIES WHICH USE OR SHALL USE THE UTILITY EASEMENT.

PARKING CALCULATIONS

LOT A - MANUFACTURING/PROCESSING HEAVY
1 STALL PER 600 GSF: 6,000/600 = 10 STALLS

LOT B - COMPOST FACILITY
EXISTING STALLS: 3 STALLS AND 1 ADA STALL

LOT C - CONSTRUCTION STORAGE/SUPPLY YARD
1 STALL PER EMPLOYEE: 5 X 1 = 5 STALLS

LOT D - CONSTRUCTION STORAGE/SUPPLY YARD
1 STALL PER 2,000 GSF: 6,000/2,000 = 3 STALLS
1 STALL PER EMPLOYEE: 5 X 1 = 5 STALLS

LOT E - CONSTRUCTION STORAGE/SUPPLY YARD
1 STALL PER EMPLOYEE: 5 X 1 = 5 STALLS

LOT F - CONSTRUCTION STORAGE/SUPPLY YARD
1 STALL PER EMPLOYEE: 5 X 1 = 5 STALLS

LOT H- TO BE SOLD TO THE CITY
NO PARKING

PROPERTY OWNER/DEVELOPER:

EL PASO RD LAND, LLC.
2684 E. HUNTINGTON DR.
FLAGSTAFF, AZ 86004
CONTACT: ART BABBOTT
PHONE: 928-607-1688
EMAIL: ABABBOTT@GMAIL.COM

CIVIL ENGINEER

ARDURRA GROUP INC.
1801 W. ROUTE 66, SUITE 117
FLAGSTAFF, AZ 86001
CONTACT: DANIEL NYX, PE
PHONE: 928-774-4636

SURVEYOR

ARIZONA SURVEYING
1843 W. HEAVENLY CT
FLAGSTAFF, AZ 86001
CONTACT: JOHN LUCKOW, RLS
PHONE: 928-607-7092

LEGAL DESCRIPTION - STATE LAND - ROUTE 66 PARCEL

FOLLOWING IS A DESCRIPTION OF A PARCEL OF LAND LOCATED IN THE NORTH HALF OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 8 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA. THE PARCEL BEING DESCRIBED IS THAT PORTION OF THE RIGHT OF WAY FOR ROUTE 66 OWNED BY THE STATE OF ARIZONA IN THE NORTH HALF OF SAID SECTION 8.
THE PARCEL IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 8, MONUMENTED WITH A BLM BRASS CAP, DATED 1972, FROM WHICH POINT THE EAST QUARTER CORNER OF SECTION 8, MONUMENTED WITH A BLM BRASS CAP, DATED 1972, BEARS SOUTH 00°31'27" WEST, 2826.13, THE BASIS OF BEARINGS FOR THIS DESCRIPTION:

THENCE SOUTH 00°31'27" WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 8, 2019.99 FEET TO THE NORTH LINE OF THE 200.00 FOOT WIDE RIGHT OF WAY FOR ROUTE 66 AS SHOWN ON THE ARIZONA STATE HIGHWAY DEPARTMENT RIGHT OF PLANS 3-T-251, DATED 1943 AND AS SHOWN ON STATE LAND RECORD 09-568;

THENCE SOUTH 00°31'27" WEST, 60.93 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE SOUTH 00°31'27" WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 8, 142.17 FEET TO THE SOUTH RIGHT OF WAY LINE OF ROUTE 66 AND TO THE BURLINGTON NORTHERN AND SANTA FE RAILROAD RIGHT OF WAY;

THENCE NORTH 79°26'19" WEST ALONG THE SOUTH RIGHT OF WAY LINE OF ROUTE 66 AND ALONG THE BURLINGTON NORTHERN AND SANTA FE RAILROAD RIGHT OF WAY, 4263.12 FEET, TO THE EAST LINE OF STATE OF ARIZONA PATENT NO. 2952;

THENCE NORTH 79°26'19" WEST ALONG THE EAST LINE OF PATENT 2952 AND ALONG THE SOUTH RIGHT OF WAY LINE OF ROUTE 66 AND ALONG THE BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT OF WAY, 40.00 FEET TO A NON-TANGENT SPIRAL CURVE;

THENCE NORTHWESTERLY ALONG A SPIRAL CURVE, THE CHORD OF WHICH BEARS NORTH 79°46'17" WEST AND ALONG THE NORTH LINE OF PATENT 2952 AND ALONG THE SOUTH RIGHT OF WAY LINE OF ROUTE 66 AND ALONG THE BURLINGTON NORTHERN AND SANTA FE RAILROAD RIGHT OF WAY, 199.09 FEET TO THE BEGINNING OF A CIRCULAR CURVE;

THENCE ALONG THE NORTH LINE OF PATENT 2952 AND ALONG THE SOUTH RIGHT OF WAY LINE OF ROUTE 66 AND ALONG THE BURLINGTON NORTHERN AND SANTA FE RAILROAD RIGHT OF WAY, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 5669.58 FEET, A CENTRAL ANGLE OF 09°26'24" AND AN ARC LENGTH OF 934.12 FEET, (CHORD BEARING OF NORTH 85°09'36" WEST, CHORD LENGTH OF 933.07 FEET) TO THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 8;

THENCE NORTH 00°59'03" WEST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 8, 160.03 FEET TO THE NORTH RIGHT OF WAY LINE OF ROUTE 66 AND TO THE SOUTHWEST CORNER OF LOT 14 OF THE FINAL PLAT FOR THE MARKETPLACE/FLAGSTAFF AUTO PARK RECORDED IN INSTRUMENT 3430462, MONUMENTED WITH A SCRIBED "X" IN CONCRETE SIDEWALK;

THENCE ALONG THE NORTH RIGHT OF WAY LINE OF ROUTE 66 AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 5829.58 FEET, A CENTRAL ANGLE OF 09°28'25" AND AN ARC LENGTH OF 963.89 FEET, (CHORD BEARING OF SOUTH 85°10'25" EAST, CHORD LENGTH OF 962.79 FEET) TO THE BEGINNING OF A SPIRAL CURVE;

THENCE SOUTHEASTERLY ALONG A SPIRAL CURVE, THE CHORD OF WHICH BEARS SOUTH 79°46'22" EAST ALONG THE NORTH RIGHT OF WAY LINE OF ROUTE 66 AND ALONG THE SOUTH LINE OF LOT 14, 201.52 FEET;

THENCE SOUTH 79°26'19" EAST ALONG THE SOUTH LINE OF LOT 14 AND ALONG THE NORTH RIGHT OF WAY LINE OF ROUTE 66, 1187.27 FEET TO THE SOUTHEAST CORNER OF LOT 14 AND TO THE WEST LINE OF LOT 9 OF THE MARKETPLACE/FLAGSTAFF AUTO PARK, MONUMENTED WITH A REBAR WITH PLASTIC CAP, ILLEGIBLE;

THENCE SOUTH 10°33'41" WEST ALONG THE WEST LINE OF LOT 9 AND ALONG THE WEST LINE OF THE STATE OF ARIZONA PATENT 53-108624-01, 100.00 FEET TO THE CENTERLINE OF ROUTE 66;

THENCE SOUTH 79°26'19" EAST ALONG THE CENTERLINE OF ROUTE 66 AND ALONG THE SOUTH LINE OF PATENT 53-108624-01, 830.50 FEET;

THENCE NORTH 10°33'41" EAST ALONG THE EAST LINE OF PATENT 53-108624-01 AND ALONG THE EAST LINE OF LOT 8 OF THE MARKETPLACE/FLAGSTAFF AUTO PARK, 100.00 FEET TO THE NORTH RIGHT OF WAY LINE OF ROUTE 66;

THENCE SOUTH 79°26'19" EAST ALONG THE NORTH RIGHT OF WAY LINE OF ROUTE 66, 143.21 FEET TO THE SOUTHEAST CORNER OF THE PARCEL DESCRIBED IN THE STATE OF ARIZONA PATENT NO. 6788 WHICH IS INCLUDED IN STATE LAND RECORD 16-95683, MONUMENTED WITH A REBAR WITH ALUMINUM CAP, LS 18297;

THENCE SOUTH 16°49'26" WEST ALONG THE PROLONGATION OF THE EASTERLY LINE OF PATENT NO. 6788, 60.36 FEET;

THENCE SOUTH 79°26'19" EAST, PARALLEL WITH AND 60.00 FEET SOUTHERLY OF THE NORTH RIGHT OF WAY LINE OF ROUTE 66, 2083.98 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL HAS AN AREA OF 18.949 ACRES MORE OR LESS.

LEGAL DESCRIPTION - STATE LAND - SUBJECT PARCEL

FOLLOWING IS A DESCRIPTION OF A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 8 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA. THE PARCEL IS THAT PORTION OF LAND OWNED BY THE STATE OF ARIZONA IN THE NORTHEAST QUARTER OF SECTION 8 WHICH LIES NORTH OF THE BURLINGTON NORTHERN AND SANTA FE RAILROAD RIGHT OF WAY.

THE PARCEL IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 8, MONUMENTED WITH A BLM BRASS CAP, DATED 1972, THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION, FROM WHICH POINT THE EAST QUARTER CORNER OF SECTION 8, MONUMENTED WITH A BLM BRASS CAP, DATED 1972, BEARS SOUTH 00°31'27" WEST, 2826.13, THE BASIS OF BEARINGS FOR THIS DESCRIPTION:

THENCE SOUTH 00°31'27" WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 8, 2019.99 FEET TO THE NORTHERLY LINE OF THE 200.00 FOOT WIDE RIGHT OF WAY LINE FOR ROUTE 66 AS SHOWN ON THE ARIZONA STATE HIGHWAY DEPARTMENT RIGHT OF PLANS 3-T-251, DATED 1943 AND AS SHOWN ON STATE LAND RECORD 09-568;

THENCE SOUTH 00°31'27" WEST, 60.93 FEET;

THENCE NORTH 79°26'19" WEST, PARALLEL WITH AND 60.00 FEET SOUTHERLY OF THE NORTHERLY RIGHT OF WAY LINE OF ROUTE 66, 2083.98 FEET TO THE INTERSECTION WITH THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF THE PARCEL DESCRIBED IN THE STATE OF ARIZONA PATENT NO. 6788 WHICH IS INCLUDED IN STATE LAND RECORD 16-95683;

THENCE NORTH 16°49'26" EAST ALONG THE PROLONGATION OF THE EASTERLY LINE OF PATENT NO. 6788, 60.36 FEET, TO THE NORTHERLY RIGHT OF WAY LINE OF ROUTE 66 AND TO THE SOUTHEAST CORNER OF THE PARCEL DESCRIBED IN THE STATE OF ARIZONA PATENT NO. 6788, MONUMENTED WITH A REBAR WITH ALUMINUM CAP, LS 18297;

THENCE NORTH 16°49'26" EAST ALONG THE EASTERLY LINE OF PATENT NO. 6788, 536.79 FEET, TO A REBAR WITH ALUMINUM CAP LS 18297;

THENCE NORTH 45°21'12" EAST ALONG THE EASTERLY LINE OF PATENT NO. 6788, 268.97 FEET;

THENCE NORTH 00°14'29" WEST ALONG THE EASTERLY LINE OF PATENT NO. 6788, 259.01 FEET;

THENCE NORTH 27°28'12" EAST ALONG THE EASTERLY LINE OF PATENT NO. 6788, 644.93 FEET TO THE NORTHEAST CORNER OF PATENT 6788, MONUMENTED WITH A REBAR WITH ALUMINUM CAP, LS 18297;

THENCE SOUTH 89°43'14" WEST ALONG THE NORTH LINE OF PATENT NO. 6788, 499.99 FEET TO THE NORTHWEST CORNER OF PATENT NO. 6788 AND TO THE EAST LINE OF LOT 12 OF THE FINAL PLAT OF THE MARKETPLACE/FLAGSTAFF AUTO PARK RECORDED IN INSTRUMENT 3430462, MONUMENTED WITH A REBAR WITH ALUMINUM CAP, LS 18297;

THENCE NORTH 00°13'44" WEST ALONG THE EAST LINE OF LOT 12, 100.00 FEET TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 8, MONUMENTED WITH A REBAR WITH ALUMINUM CAP, LS 18297;

THENCE NORTH 89°43'13" EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 8, 552.52 FEET, TO THE E 1/16 CORNER OF SECTION 8 AND TO THE NORTHWEST CORNER OF STATE OF ARIZONA PATENT 5455, MONUMENTED WITH A HEX HEAD BOLT;

THENCE SOUTH 00°01'00" WEST ALONG THE WEST LINE OF PATENT 5455, 318.07 FEET TO THE SOUTHWEST CORNER OF PATENT 5455 AND TO THE NORTHWEST CORNER OF THE PARCEL DESCRIBED AS PARCEL B IN INSTRUMENT 3370035, MONUMENTED WITH A REBAR WITH ALUMINUM CAP, LS14671;

THENCE SOUTH 00°04'02" EAST ALONG THE WEST LINE OF THE PARCEL DESCRIBED AS PARCEL B IN INSTRUMENT 3370035 AND ALONG THE WEST LINE OF STATE OF ARIZONA PATENT NO. 96234, 864.84 FEET TO THE SOUTHWEST CORNER OF PATENT NO. 96234, MONUMENTED WITH A NAIL WITH BRASS TAG IN ROCK, LS 14671;

THENCE NORTH 75°35'46" EAST ALONG THE SOUTH LINE OF PATENT NO. 96234, 1292.11 FEET TO THE SOUTHEAST CORNER OF PATENT NO. 96234, MONUMENTED WITH A REBAR WITH ALUMINUM CAP, LS 14671;

THENCE NORTH 19°52'36" WEST ALONG THE EASTERLY LINE OF PATENT NO. 96234, 34.86 FEET TO A REBAR WITH ALUMINUM CAP, LS 14671;

THENCE ALONG THE EASTERLY LINE OF PATENT NO. 96234, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 650.00 FEET, A CENTRAL ANGLE OF 35°00'00" AND AN ARC LENGTH OF 397.06 FEET, (CHORD BEARING OF NORTH 37°22'36" WEST, CHORD LENGTH OF 390.92 FEET) TO A REBAR WITH ALUMINUM CAP LS 14671;

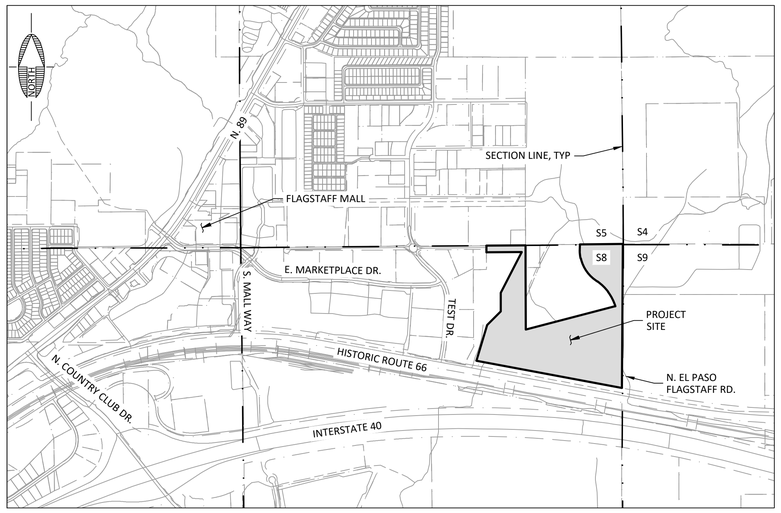
THENCE NORTH 54°52'35" WEST ALONG THE EASTERLY LINE OF PATENT NO. 96234, 43.86 FEET, TO A REBAR WITH ALUMINUM CAP, LS 18297;

THENCE ALONG THE EASTERLY LINE OF PATENT NO. 96234, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 501.73 FEET, A CENTRAL ANGLE OF 54°18'48" AND AN ARC LENGTH OF 475.61 FEET, (CHORD BEARING OF NORTH 27°32'28" WEST, CHORD LENGTH OF 458.01 FEET), TO A REBAR WITH ALUMINUM CAP, LS 18297;

THENCE NORTH 00°20'12" WEST ALONG THE EASTERLY LINE OF PATENT NO. 96234, 90.50 FEET TO THE NORTHEAST CORNER OF PATENT 96234 AND TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 8, MONUMENTED WITH A REBAR WITH ALUMINUM CAP, LS 14671;

THENCE NORTH 89°42'48" EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 8, 599.92 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL HAS AN AREA OF 54.080 ACRES MORE OR LESS.



VICINITY MAP

LEGEND

PROPOSED		EXISTING
6945	CONTOUR (INDEX)	6945
	CONTOUR (INTERMEDIATE)	
	ROW	
	EASEMENT	
S	SEWER	SS
W W	WATER	W W
UGE	ELECTRIC (UNDERGROUND)	UGE
OHE	ELECTRIC (OVERHEAD)	OHE
CATV	CABLE TV	CATV
FO	FIBER OPTIC	FO
TL	TELEPHONE	TL
G	GAS	G
	STORM DRAIN PIPE	
	LOT LINE	
	PAVEMENT	
	CURB	
	SIDEWALK	
	CONCRETE	
	WALL	
	BUILDING	
	ROAD CENTERLINE	
	FLOW LINE	
	STRIPING	
	SIGN	
	FIRE HYDRANT	
	WATER VALVE	
	SEWER MANHOLE	
	STORM MANHOLE	UTILITY POLE
	SCUPPER	
	STORM CATCH BASIN	
	STORM CURB INLET	

COORDINATE SYSTEM DETAILS

FIELD MEASUREMENTS USED TO PREPARE THIS PLAT WERE MADE DURING MAY, 2023, WITH ADDITIONAL MEASUREMENTS MADE DURING MAY, 2025.

ALL DIMENSIONS SHOWN ARE MEASURED. MEASURED DIMENSIONS MAY BE UNADJUSTED FIELD MEASUREMENTS, ADJUSTED FIELD MEASUREMENTS OR DIMENSIONS CALCULATED DIRECTLY FROM UNADJUSTED OR ADJUSTED FIELD MEASUREMENTS. FOR A COMPARISON BETWEEN MEASURED AND RECORD DIMENSIONS REFER TO THE DIMENSIONS SHOWN ON THE RECORD DOCUMENTS LISTED BELOW.

BASIS OF BEARING AND/OR COORDINATES:
ALL DIMENSIONS SHOWN ON THIS PLAT ARE MEASURED AND BASED ON THE FOLLOWING PROJECTION INFORMATION.
LINEAR UNIT: INTERNATIONAL FOOT
PROJECTION: CITY OF FLAGSTAFF LOW DISTORTION PROJECTION (TRANSVERSE MERCATOR)
LATITUDE OF GRID ORIGIN: N 35°00'00"
LONGITUDE OF GRID ORIGIN: W 111°37'00"
NORTHING AT GRID ORIGIN: 0.000 FT.
EASTING AT GRID ORIGIN: 70,000.000 FT.
COMBINED SCALE FACTOR = 1.000333
VERTICAL DATUM: NAVD 88

THE BASIS OF BEARINGS IS TRUE GEODETIC NORTH. GRID BEARINGS SHOWN HEREON DO NOT EQUAL GEODETIC BEARINGS DUE TO MERIDIAN CONVERGENCE. ALL BEARINGS SHOWN ARE GRID BEARINGS.

THIS SURVEY WAS CONDUCTED USING GPS REFERENCED TO THE NATIONAL SPATIAL REFERENCE SYSTEM. COORDINATES FOR GPS CONTROL POINTS WERE DERIVED USING THE NATION GEODETIC SURVEY'S, ONLINE POSITIONING USER SERVICE (OPUS) REF FRAME: NAD_83(2011)(EPOCH:2010.0000).

Sheet List Table

PAGE NO.	SHEET NO.	SHEET TITLE
1	PP01	COVER SHEET
2	PP02	EXISTING BOUNDARY
3	PP03	OVERVIEW PLAN
4	PP04	PRELIMINARY PLAT
5	PP05	CIVIL IMPROVEMENTS
6	PP06	NATURAL RESOURCE PROTECTION PLAN

UTILITY COMPANY CONTACTS

APS
CONTACT: CHAD BROOKS
2200 E. HUNTINGTON
FLAGSTAFF, AZ 86004
CHAD.BROOKS@APS.COM
PHONE: (928) 773-6440

UNISOURCE ENERGY SERVICES
CONTACT: MARTIN CONBOY
2901 W SHAMRELL BLVD #110
FLAGSTAFF, AZ 86001
MCONBOY@UESAZ.COM
PHONE: (928) 226-2269

CENTURYLINK
CONTACT: MANUEL HERNANDEZ
112 NORTH BEAVER STREET
FLAGSTAFF, AZ 86001
MANUEL.HERNANDEZ4@CENTURYLINK.COM
PHONE: (928) 779-4935

ALTICE USA
CONTACT: SANFORD YAZZIE
1601 SOUTH PLAZA WAY
FLAGSTAFF, AZ 86001
SANFORD.YAZZIE@ALTICEUSA.COM
PHONE: (928) 266-0672

UTILITY COMPANY APPROVAL

ARIZONA PUBLIC SERVICE
CHAD BROOKS 5/19/2025
BY: DATE:

UNISOURCE ENERGY SERVICES
MARTIN CONBOY 6/2/2025
BY: DATE:

CENTURYLINK/LUMEN
_____
BY: DATE:

ALTICE USA
JASON QUINLAN 5/16/2025
BY: DATE:

UTILITY CONFLICT

UNDERGROUND UTILITIES SHOWN ARE APPROXIMATE AND WERE COMPILED FROM RECORD DRAWINGS, SURVEY, AND CONSTRUCTION PLANS FURNISHED BY OTHERS. THE CONTRACTOR IS ULTIMATELY RESPONSIBLE FOR DETERMINING THE ACTUAL LOCATIONS OF ALL UNDERGROUND LINES THAT MAY AFFECT WORK PRIOR TO CONSTRUCTION.

THERE ARE NO APPARENT UTILITY CONFLICTS WITH APS, UNISOURCE, CENTURYLINK, AND ALTICE USA; HOWEVER, THEY DO HAVE EXISTING FACILITIES IN THE AREA THAT WILL NEED TO BE PROTECTED AND/OR RELOCATED.

WATER AND SEWER FACILITIES

WATER SERVICE WILL BE PROVIDED FROM THE EXISTING 12" MAIN IN ROUTE 66 AND THE EXISTING 8" MAIN IN N. EL PASO FLAGSTAFF RD. SEWER SERVICE WILL BE PROVIDED BY TWO 8" MAIN EXTENSIONS: ONE FROM AN EXISTING 33" MAIN CROSSING ROUTE 66 AND ANOTHER FROM AN EXISTING 30" MAIN IN RIO DE FLAG, NORTH OF THE PROJECT SITE.

RESOURCE PRESERVATION

THE PROJECT FALLS WITHIN THE CITY OF FLAGSTAFF RESOURCE PROTECTION OVERLAY ZONE AND THERE ARE RESOURCES WITHIN THE PROJECT THAT REQUIRE PRESERVATION. THE SITE WAS PREVIOUSLY USED AS AN UNSUITABLE MATERIAL DUMP FOR ADJACENT PROPERTIES WHICH MEANS THAT ALL STEEP SLOPES ARE NOT SLOPE RESOURCES THAT NEEDS TO BE PRESERVED. PLEASE REFER TO THE CONCEPT ZONING PLAN FOR EXISTING TREE AND SLOPE RESOURCES. LOT H IS PROPOSED TO BE SOLD TO THE CITY OF FLAGSTAFF AND WILL PRESERVE THE MAJORITY OF THE TREE AND SLOPE RESOURCES ON THE SITE.

FLOOD ZONE CLASSIFICATION

THE MAJORITY OF THE PROJECT AREA IS WITHIN ZONE X DESIGNATED BY FEMA FIRM'S 04005C-6827G AND 04005C-6831G. A PART OF THE PROJECT AREA IS WITHIN THE SPECIAL FLOOD HAZARD AREAS ZONE AE AND REGULATORY FLOODWAY. NO BUILDINGS WILL OCCUR IN THE FLOODPLAIN OR ANY FLOOD HAZARD AREA.

CERTIFICATE OF LAND SURVEYOR

THIS IS TO CERTIFY THAT THE SURVEY OF THE PROPERTY DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION AND SUPERVISION AND IS ACCURATELY REPRESENTED ON THIS PLAT. I ALSO CERTIFY THAT THE PLAT IS IN SUBSTANTIAL CONFORMANCE TO THE APPROVED FINAL PLAT AND THAT THIS PLAT IS CORRECT AND ACCURATE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF.

_____
JOHN LUCKOW, RLS

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EL PASO INDUSTRIAL PARK
PRELIMINARY PLAT
COVER SHEET
FLAGSTAFF
COCONINO

JOB NO.:	225068
DESIGN BY:	JEE
DRAWN BY:	JEE
CHECKED:	DN
DATE:	JUNE 2025

DWG. PP01
SHEET 1 OF 6

FILE: P:\2025\225068\03-PROD\05-CONTROL\PLAT\V-CVR-225068.DWG JERIKSSON
PLOTTED: Jun 26, 2025-9:00am

SCALE 1" = 150'
0 75 150

COUNTRY CLUB TOWING & RECOVERY
ECONOMY TOWING
E. RAILHEAD AVE.
S 89°43'12" W 552.52'
S 0°13'14" E 100.00'
N 89°43'14" E 500.00'
N 0°01'06" E 318.07'
PLANET CHRYSLER DODGE JEEP RAM FIAT OF FLAGSTAFF
S 27°28'12" W 644.93'
ADOT MAINTENANCE YARD
FINDLAY VOLKSWAGEN FLAGSTAFF
MERCEDES-BENZ OF NORTHERN ARIZONA
S 0°14'26" E 359.01'
LOT H
22.90 ACRES
EX. ZONING: HC
EXISTING BUILDING, TYP
S 45°21'12" W 268.97'
EXISTING 30" SEWER MAIN
EXISTING 12" RECLAIMED WATER LINE
PROPOSED FUTS LOCATION TO COINCIDE WITH WILDCAT SEWER INTERCEPTOR UPGRADE PROJECT SEWER ACCESS ROAD.
PROPOSED SEWER MAIN PER WILDCAT SEWER INTERCEPTOR UPGRADE PROJECT (NOT A PART OF THIS PROJECT)
FLAGSTAFF COLLISION CENTER
EXISTING FIRE HYDRANT
S 15°49'26" W 597.15'
RIO DE FLAG
LOT G
3.07 ACRES
EX. ZONING: HC
PROP. ZONING: HI-O
EXISTING FIRE HYDRANT
EXISTING FIRE HYDRANT
EXISTING CULVERT OUTLET
EXISTING 12" WATER MAIN
N 79°26'19" W 2083.98'
HISTORIC RTE. 66
BNSF RAILROAD
100-YR FLOOD PLAIN
FILL SLOPES
RESTORATION SOILS
EXISTING STORM DRAIN
S 75°35'46" W 1292.11'
LOT C
5.19 ACRES
EX. ZONING: HC/HI-O
PROP. ZONING: HI-O
LOT B
4.88 ACRES
EX. ZONING: HC/HI-O
PROP. ZONING: HI-O
LOT D
3.84 ACRES
EX. ZONING: HC
PROP. ZONING: HI-O
LOT F
2.90 ACRES
EX. ZONING: HC
PROP. ZONING: HI-O
LOT E
2.69 ACRES
EX. ZONING: HC
PROP. ZONING: HI-O
EXISTING OVERHEAD ELECTRIC LINES
PROPOSED 140.0' ROW
EXISTING 200' ROW
EXISTING FENCE TO BE REMOVED
S 89°42'48" W 599.92'
EXISTING ROAD TO BE REMOVED AND REALIGNED PER SHEET PP05.
S 0°20'12" E 90.50'
SHEEP HILL YARD ACC RD
L=375.61' R=301.72' Δ=54°15'48"
LOT A
7.77 ACRES
EX. ZONING: HC
PROP. ZONING: HI-O
UNITED METRO MATERIALS DRIVEWAY
EXISTING FENCE TO BE REMOVED
EXISTING ROAD TO BE REMOVED AND REALIGNED PER SHEET PP05.
N 54°52'35" W 43.86'
L=319.10' R=650.00' Δ=35°00'00"
UNITED METRO MATERIALS DRIVEWAY
S 19°52'36" E 34.86'
RIO DE FLAG
WILDCAT HILL WASTEWATER PLANT
N 0°31'27" E 591.04'
EL PASO FLAGSTAFF
EXISTING FIRE HYDRANT
S 56°49'33" W 36.06'
EXISTING OVERHEAD ELECTRIC AND TELOPHONE LINES
S 0°31'27" W 1206.94'
EXISTING FIRE HYDRANT
EXISTING DRIVEWWAYS TO BE REMOVED AND RELOCATED PER SHEET PP05
EXISTING FIRE HYDRANT
EXISTING FENCE
N EL PASO FLAGSTAFF RD
EXISTING FIBER OPTIC
S 44°49'03" E 42.18'
EXISTING 8" WATER MAIN
S 6°31'27" W 233.30'
EXISTING FIRE HYDRANT

ZONING LEGEND

FLAGSTAFF ZONING

	HC	HIGHWAY COMMERCIAL
	LI	LIGHT INDUSTRIAL
	HI-O	HEAVY INDUSTRIAL OPEN
	PF	PUBLIC FACILITY
		SUBJECT PARCEL

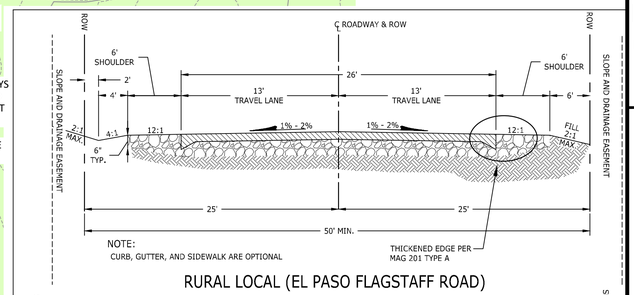
FLOODING LEGEND

FEMA

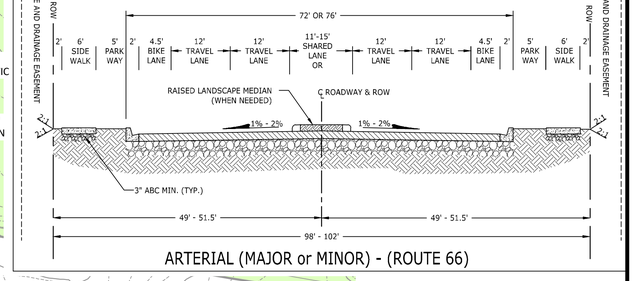
	100 - YEAR FLOODPLAIN
	500 - YEAR FLOODPLAIN
	FLOODWAY

NOTE: THIS PRELIMINARY PLAT IS DESIGNED AROUND THE PROPOSED FUTURE ZONING OF THIS SITE. THE CONCEPT ZONING MAP AMENDMENT FOR THIS SITE IS BEING SUBMITTED CONCURRENTLY WITH THIS PRELIMINARY PLAT. IT IS UNDERSTOOD FINAL APPROVAL OF THIS PRELIMINARY PLAT WILL BE CONTINGENT ON THE REZONE APPROVAL.

NOTE: FINAL DETAILS MAY VARY BASED ON SUBSTANTIVE COMMENTS FROM THE CITY.



RURAL LOCAL (EL PASO FLAGSTAFF ROAD)



ARTERIAL (MAJOR or MINOR) - (ROUTE 66)

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PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING OR RECORDING
Registered Professional Engineer
77070
DANIEL
ARIZONA, USA

EL PASO INDUSTRIAL PARK
PRELIMINARY PLAT
OVERVIEW PLAN
FLAGSTAFF
COCONINO

JOB NO.:	225068
DESIGN BY:	JEE
DRAWN BY:	JEE
CHECKED:	DN
DATE:	JUNE 2025

DWG. PP03
SHEET 3 OF 6

FILE: P:\2025\225068\03-PROD\05-CONTROL\PLAT\V-PP01-225068.DWG JERIKSSON
PLOTTED: Jun 26, 2025-9:01am

SCALE 1" : 100'
0 50 100

CLEAR VIEW ZONE CALCULATIONS												
ID #	MINOR ROAD (STOP CONTROL)	MAJOR ROAD	MANEUVER DIRECTION	DESIGN SPEED (V_{MAJOR})[1]	TIME GAP t_g ($t_{gunadjusted}$)[2]	GRADE ≤ 3%	MULTIPLE LANE CROSSINGS	NO. OF LANES[4]	TIME GAP $t_{gadjusted}$[2]	INTERSECTION SIGHT DISTANCE (ISD[3])	STOPPING SIGHT DISTANCE (SSD)
D1	DRIVEWAY	MINOR ARTERIAL	LEFT	45	7.5	YES	NO	1	7.5	500	360
D2	DRIVEWAY	MINOR ARTERIAL	RIGHT	45	6.5	YES	NO	1	6.5	430	360
D3	MINOR ARTERIAL	DRIVEWAY	LEFT	45	5.5	YES	NO	1	5.5	365	360
D4	DRIVEWAY	RURAL LOCAL	LEFT	25	7.5	YES	NO	1	7.5	280	155
D5	DRIVEWAY	RURAL LOCAL	RIGHT	25	6.5	YES	NO	1	6.5	240	155
D6	RURAL LOCAL	DRIVEWAY	LEFT	25	5.5	YES	NO	1	5.5	205	155

Notes:
(1) The major road speed limits (V_{MAJOR} in MPH) are based on existing conditions in the project vicinity.
(2) The time gap values, adjusted ($t_{gadjusted}$ in seconds) and unadjusted ($t_{gunadjusted}$ in seconds), are based on the current site plan and the *AASHTO-Geometric Design of Highways and Streets* Exhibits 9-54 and 9-57 for D1 and D2 and Exhibits 9-66 and 9-67 for M1. The first lane crossed does not warrant an adjustment to the time gap.
(3) The intersection site distance (ISD in feet) calculations are based on Equation 9-1 in the *AASHTO-Geometric Design of Highways and Streets* , Equation 9-1.
(4) The number of lanes crossed may include medians converted to equivalent lanes. The number of lanes provided in the table includes the first lane crossed.
(5) If the approach grade is greater than 3%, add 0.1 seconds for each percent grade.

CONCEPT PLAN LANDSCAPE CALCULATIONS			
SECTION		QUANTITY	UNIT
STREET BUFFER			
N. EL PASO FLAGSTAFF RD.		1,200	LF
ROUTE 66		1,300	LF
PERIPHERAL BUFFER			
INDUSTRIAL ZONING AND OPEN SPACE		2,846	LF
BUILDING FOUNDATION		620	LF
PARKING AREA (# PARKING SPACES)		34	EA
PARKING LOT SCREENING		0	EA
REQUIRED LANDSCAPING			
STREET BUFFER REQUIREMENT			
PROPOSED TREES REQUIRED	1 PER 25 LINEAR FEET	100	EA
SHRUBS	2 PER PROPOSED TREE REQUIRED	200	EA
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	200	EA
PERIPHERAL BUFFER REQUIREMENT			
PROPOSED TREES REQUIRED	1 PER 25 LINEAR FEET	114	EA
SHRUBS	2 PER PROPOSED TREE REQUIRED	228	EA
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	228	EA
BUILDING FOUNDATION			
PROPOSED TREES REQUIRED	1 PER 25 LINEAR FEET	25	EA
SHRUBS	2 PER PROPOSED TREE REQUIRED	50	EA
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	50	EA
PARKING AREA			
PROPOSED TREES REQUIRED	2 PER 8 PARKING SPACES	9	EA
SHRUBS	2 PER PROPOSED TREE REQUIRED	17	EA
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	17	EA
PARKING LOT SCREENING			
SHRUBS	2 PER PROPOSED PARKING SPACE ADJACENT TO STREET	0	EA

NOTES:
1. PER TABLE 10-50.60.040.B PERIPHERAL BUFFER IS NOT REQUIRED WHEN THE PROPOSED CATEGORY IS COMMERCIAL AND THE ADJACENT EXISTING USED IS COMMERCIAL.

NOTE:
CROSS-ACCESS AGREEMENTS WILL BE CREATED FOR LOT B-G

APN 113-12-010
APN 113-10-003
APN 113-06-002
APN 113-37-003 CITY OF FLAGSTAFF PATENT 5455
APN 113-37-007B CITY OF FLAGSTAFF PARCEL B INSTRUMENT 3370035
APN 113-37-007A PATENT 96234 UNITED METRO MATERIALS INC. INSTRUMENT 3441744
APN 113-07-002A
APN 113-07-001D
APN 113-82-007 LOT 7
APN 113-82-008B LOT 8

PATENT 6788
STATE LAND RECORD 16-95683
ARIZONA DEPARTMENT OF TRANSPORTATION MAINTENANCE YARD

S 89°43'12" W 552.52'
S 0°13'44" E 100.00'
N 89°43'14" E 500.00'
N 0°01'00" E 318.07'
S 27°38'12" W 644.93'
S 0°14'29" E 259.01'
N 0°00'02" W 864.84'
S 45°21'12" W 268.97'
S 16°49'25" W 597.15'
S 75°35'46" W 1292.11'
N 79°26'19" W 2083.98'
CONNECT PROPOSED ACCESS ROAD TO EXISTING ROAD
S 89°42'48" W 599.92'
S 0°20'12" E 90.50'
N 0°31'27" E 591.04'
S 56°49'33" W 36.06'
S 0°31'27" W 1206.94'
S 19°52'36" E 34.86'
N 54°52'35" W 43.86'
S 44°49'03" E 42.18'
S 0°31'27" W 233.30'

L=475.61, R=501.73 Δ=54°18'48"
L=397.06, R=650.00 Δ=35°00'00"

PROPOSED EXTENDED DETENTION, TYP
LOT A
EXISTING DRIVEWAY
EXISTING DRIVEWAY
PROPOSED 30.0' ACCESS EASEMENT
6,000 SF BLDG.
(10) STALLS
EXISTING DRIVEWAY
PROPOSED 8' PUE
WATER & SEWER SERVICE
PROPOSED 8' PUE
PROPOSED GRAVEL ROAD, TYP
PROPOSED DRIVEWAY
100-YR FLOOD PLAIN
RIO DE FLAG
LOT H
PROPOSED PUE, TYP
LOT B
30' EXISTING ASLD R/W NO. 09-3670
25.0' MIN SETBACK, TYP ALONG EL PASO FLAGSTAFF RD.
LOT C
(4) EXISTING PARKING STALLS
PROPOSED WATER & SEWER SERVICE
PROPOSED DRIVEWAY
(5) STALLS
PROPOSED WATER & SEWER SERVICE
ACCESS FROM N EL PASO FLAGSTAFF RD FOR LOT B, C, D, & D
PROPOSED WATER & SEWER SERVICE
6,000 SF BLDG.
(8) PROPOSED PARKING STALLS, TYP
LOT D
PROPOSED DRIVEWAY, ACCESS FROM EL PASO FLAGSTAFF RD FOR LOT D, E & F
D6, 205' X 13', TYP ALONG EL PASO FLAGSTAFF RD.
D5, 240' X 21.5', TYP ALONG EL PASO FLAGSTAFF RD.
PROPOSED SEWER SERVICE
D4, 280' X 34.5', TYP ALONG EL PASO FLAGSTAFF RD.
(5) STALLS
(5) STALLS
LOT E
LANDSCAPING STREET BUFFER, TYP
15.0' SETBACK
N EL PASO FLAGSTAFF RD
D2, 430' X 24'
D3, 365' X 18'
D1, 500' X 42'
RETENTION OUTLET
PROPOSED WATER SERVICE
PROPOSED FIRE HYDRANT, TYP
PROPOSED WATER SERVICE
PROPOSED SEWER SERVICE
HISTORIC RTE. 66
EXISTING 200.0' ROW
PROPOSED 140.0' ROW
25.0' SETBACK, TYP ALONG HISTORIC RTE. 66
PROPOSED SEWER MAIN EXTENSION
PROPOSED ACCESS FROM ROUTE 66
D1, 500' X 42'
D3, 365' X 18'
CONNECT SEWER TO PROPOSED WILDCAT SEWER MAIN
D2, 430' X 24'
PROPOSED WATER & SEWER SERVICE
LOT G
LANDSCAPING PERIPHERAL BUFFER, TYP
PROPOSED FUTS LOCATION TO COINCIDE WITH WILDCAT SEWER INTERCEPTOR UPGRADE PROJECT SEWER ACCESS ROAD.
PROPOSED SEWER MAIN PER WILDCAT SEWER INTERCEPTOR UPGRADE PROJECT (NOT A PART OF THIS PROJECT)
30.0' ASLD ROW
RIO DE FLAG

NOTE:
CROSS-ACCESS AGREEMENTS WILL BE CREATED FOR LOT B-G

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PRELIMINARY
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Professional Engineer — DANIEL JOSEPH EDWARDS — 77070 — Registered — ARIZONA, U.S.A.

EL PASO INDUSTRIAL PARK
PRELIMINARY PLAT
CIVIL IMPROVEMENTS
FLAGSTAFF
COCONINO

JOB NO.:	225068
DESIGN BY:	JEE
DRAWN BY:	JEE
CHECKED:	DN
DATE:	JUNE 2025

DWG. PP05
SHEET 5 OF 6

FILE: P:\2025\225068\03-PROD\05-CONTROL\PLAT\V-C01-225068.DWG JERIKSSON
PLOTTED: Jun 26, 2025-9:01am

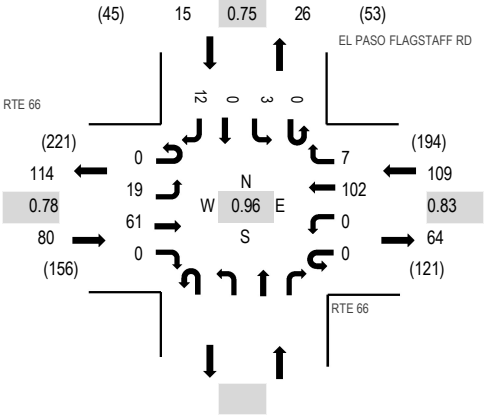
Appendix B

Traffic Data Collection Reports

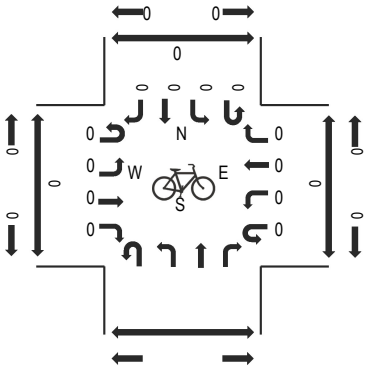
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 1 EL PASO FLAGSTAFF RD & RTE 66 AM
Date: Thursday, October 9, 2025
Peak Hour: 08:00 AM - 09:00 AM
Peak 15-Minutes: 08:00 AM - 08:15 AM

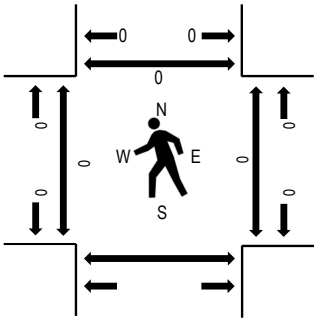
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

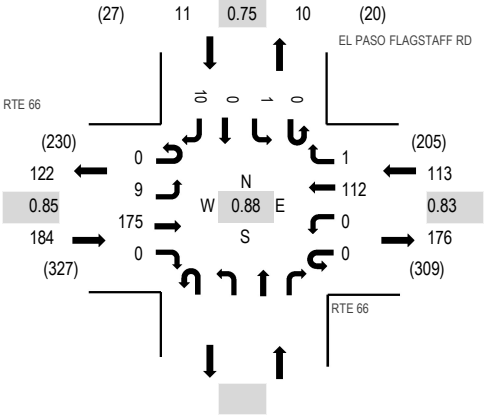
Traffic Counts - Motorized Vehicles

Interval Start Time	RTE 66 Eastbound				RTE 66 Westbound				Northbound				EL PASO FLAGSTAFF RD Southbound					Rolling Hour	Pedestrian Crossings		
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South North
7:00 AM	0	8	13	0	0	0	20	0					0	1	0	6	48	191	0	0	0
7:15 AM	0	4	11	0	0	0	22	1					0	1	0	9	48	196	0	0	0
7:30 AM	0	6	16	0	0	0	20	1					0	2	0	4	49	201	0	0	2
7:45 AM	0	7	11	0	0	0	21	0					0	2	0	5	46	200	0	0	0
8:00 AM	0	4	16	0	0	0	29	0					0	0	0	4	53	204	0	0	0
8:15 AM	0	6	11	0	0	0	29	4					0	0	0	3	53		0	0	0
8:30 AM	0	4	22	0	0	0	18	2					0	0	0	2	48		0	0	0
8:45 AM	0	5	12	0	0	0	26	1					0	3	0	3	50		0	0	0
Count Total	0	44	112	0	0	0	185	9					0	9	0	36	395		0	0	2
Peak Hour	0	19	61	0	0	0	102	7					0	3	0	12	204		0	0	0

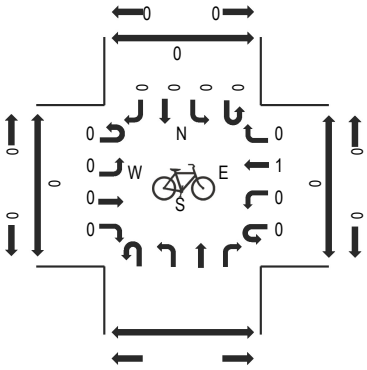
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 1 EL PASO FLAGSTAFF RD & RTE 66 PM
Date: Thursday, October 9, 2025
Peak Hour: 04:15 PM - 05:15 PM
Peak 15-Minutes: 04:15 PM - 04:30 PM

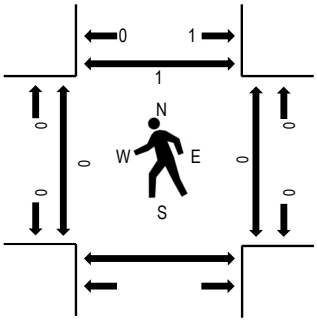
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

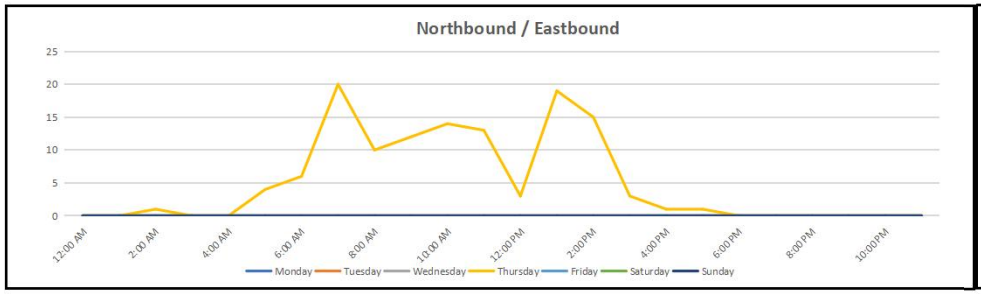
Traffic Counts - Motorized Vehicles

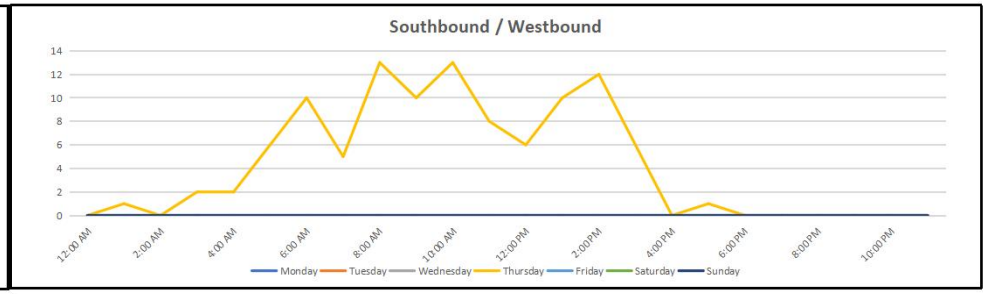
Interval Start Time	RTE 66 Eastbound				RTE 66 Westbound				Northbound				EL PASO FLAGSTAFF RD Southbound					Rolling Hour	Pedestrian Crossings		
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South North
4:00 PM	1	1	30	0	0	0	17	1					0	0	0	5	55	288	0	0	0
4:15 PM	0	4	45	0	0	0	34	0					0	1	0	4	88	308	0	0	0
4:30 PM	0	3	32	0	0	0	34	0					0	0	0	5	74	288	0	0	1
4:45 PM	0	0	46	0	0	0	24	1					0	0	0	0	71	281	0	0	0
5:00 PM	0	2	52	0	0	0	20	0					0	0	0	1	75	271	0	0	0
5:15 PM	0	3	36	0	0	0	25	0					0	0	0	4	68		0	0	0
5:30 PM	1	2	31	0	0	0	29	1					0	0	0	3	67		0	0	0
5:45 PM	0	2	36	0	0	0	19	0					0	0	0	4	61		0	0	0
Count Total	2	17	308	0	0	0	202	3					0	1	0	26	559		0	0	1
Peak Hour	0	9	175	0	0	0	112	1					0	1	0	10	308		0	0	1

Vehicle Volume Report - Hourly

Site Description: Sheep Hill Acc Rd W/O El Paseo Flagstaff Rd
Site Number: 3
Start Date: 10/09/2025
End Date: 10/09/2025

Time	Monday 10/13/25			Tuesday 10/14/25			Wednesday 10/15/25			Thursday 10/9/25			Friday 10/10/25			Saturday 10/11/25			Sunday 10/12/25			3 Day Avg Tue-Thu		5 Day Avg Mon-Fri		7 Day Avg Mon-Sun	
	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	EB	WB	EB	WB
12:00 AM	-	-	-	-	-	-	-	-	-	0	0	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1:00 AM	-	-	-	-	-	-	-	-	-	0	1	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2:00 AM	-	-	-	-	-	-	-	-	-	1	0	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3:00 AM	-	-	-	-	-	-	-	-	-	0	2	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4:00 AM	-	-	-	-	-	-	-	-	-	0	2	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5:00 AM	-	-	-	-	-	-	-	-	-	4	6	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6:00 AM	-	-	-	-	-	-	-	-	-	6	10	16	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
7:00 AM	-	-	-	-	-	-	-	-	-	20	5	25	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8:00 AM	-	-	-	-	-	-	-	-	-	10	13	23	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
9:00 AM	-	-	-	-	-	-	-	-	-	12	10	22	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
10:00 AM	-	-	-	-	-	-	-	-	-	14	13	27	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
11:00 AM	-	-	-	-	-	-	-	-	-	13	8	21	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
12:00 PM	-	-	-	-	-	-	-	-	-	3	6	9	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1:00 PM	-	-	-	-	-	-	-	-	-	19	10	29	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2:00 PM	-	-	-	-	-	-	-	-	-	15	12	27	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3:00 PM	-	-	-	-	-	-	-	-	-	3	6	9	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4:00 PM	-	-	-	-	-	-	-	-	-	1	0	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5:00 PM	-	-	-	-	-	-	-	-	-	1	1	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6:00 PM	-	-	-	-	-	-	-	-	-	0	0	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
7:00 PM	-	-	-	-	-	-	-	-	-	0	0	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8:00 PM	-	-	-	-	-	-	-	-	-	0	0	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
9:00 PM	-	-	-	-	-	-	-	-	-	0	0	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
10:00 PM	-	-	-	-	-	-	-	-	-	0	0	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
11:00 PM	-	-	-	-	-	-	-	-	-	0	0	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6:00 AM - 9:00 AM	-	-	-	-	-	-	-	-	-	**36**	**28**	**64**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3:00 PM - 6:00 PM	-	-	-	-	-	-	-	-	-	**5**	**7**	**12**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6:00 AM - 7:00 PM	-	-	-	-	-	-	-	-	-	**117**	**94**	**211**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
12:00 AM - 12:00 AM	-	-	-	-	-	-	-	-	-	**122**	**105**	**227**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Percent	-	-	-	-	-	-	-	-	-	***53.7%***	***46.3%***	***100.0%***	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
AM Peak	-	-		-	-		-	-		10:00 AM	11:00 AM		-	-		-	-		-	-							
PM Peak	-	-		-	-		-	-		1:00 PM	2:00 PM		-	-		-	-		-	-							

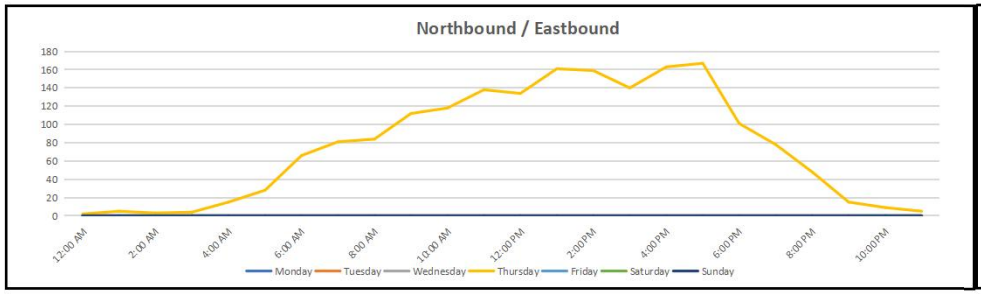


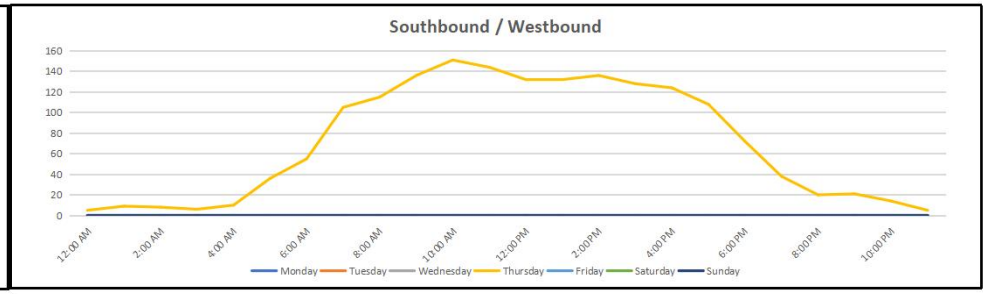


Vehicle Volume Report - Hourly

Site Description: Rte 66 W/O El Paso Flagstaff Rd
Site Number: 2
Start Date: 10/09/2025
End Date: 10/09/2025

Time	Monday 10/13/25			Tuesday 10/14/25			Wednesday 10/15/25			Thursday 10/9/25			Friday 10/10/25			Saturday 10/11/25			Sunday 10/12/25			3 Day Avg Tue-Thu		5 Day Avg Mon-Fri		7 Day Avg Mon-Sun	
	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	EB	WB	EB	WB
12:00 AM	-	-	-	-	-	-	-	-	-	2	5	7	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1:00 AM	-	-	-	-	-	-	-	-	-	5	9	14	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2:00 AM	-	-	-	-	-	-	-	-	-	3	8	11	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3:00 AM	-	-	-	-	-	-	-	-	-	4	6	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4:00 AM	-	-	-	-	-	-	-	-	-	15	10	25	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5:00 AM	-	-	-	-	-	-	-	-	-	28	36	64	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6:00 AM	-	-	-	-	-	-	-	-	-	66	55	121	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
7:00 AM	-	-	-	-	-	-	-	-	-	81	105	186	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8:00 AM	-	-	-	-	-	-	-	-	-	84	115	199	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
9:00 AM	-	-	-	-	-	-	-	-	-	112	136	248	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
10:00 AM	-	-	-	-	-	-	-	-	-	118	151	269	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
11:00 AM	-	-	-	-	-	-	-	-	-	138	144	282	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
12:00 PM	-	-	-	-	-	-	-	-	-	134	132	266	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1:00 PM	-	-	-	-	-	-	-	-	-	161	132	293	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2:00 PM	-	-	-	-	-	-	-	-	-	159	136	295	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3:00 PM	-	-	-	-	-	-	-	-	-	140	128	268	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4:00 PM	-	-	-	-	-	-	-	-	-	163	124	287	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5:00 PM	-	-	-	-	-	-	-	-	-	167	108	275	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6:00 PM	-	-	-	-	-	-	-	-	-	101	72	173	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
7:00 PM	-	-	-	-	-	-	-	-	-	78	38	116	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8:00 PM	-	-	-	-	-	-	-	-	-	48	20	68	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
9:00 PM	-	-	-	-	-	-	-	-	-	15	21	36	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
10:00 PM	-	-	-	-	-	-	-	-	-	9	14	23	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
11:00 PM	-	-	-	-	-	-	-	-	-	5	5	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6:00 AM - 9:00 AM	-	-	-	-	-	-	-	-	-	**231**	**275**	**506**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3:00 PM - 6:00 PM	-	-	-	-	-	-	-	-	-	**470**	**360**	**830**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6:00 AM - 7:00 PM	-	-	-	-	-	-	-	-	-	**1624**	**1538**	**3162**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
12:00 AM - 12:00 AM	-	-	-	-	-	-	-	-	-	**1836**	**1710**	**3546**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Percent	-	-	-	-	-	-	-	-	-	***51.8%***	***48.2%***	***100.0%***	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
AM Peak	-	-		-	-		-	-		**11:00 AM**	**12:00 PM**		-	-		-	-		-	-							
PM Peak	-	-		-	-		-	-		**2:00 PM**	**3:00 PM**		-	-		-	-		-	-							





Vehicle Speed Report - Hourly

Site Description: Rte 66 W/O El Paso Flagstaff Rd
Site Number: 2
Start Date: 10/09/2025
End Date: 10/09/2025

Total Study Speed Summary		
	Eastbound	**Westbound**
Average Speed	38.5 mph	38.7 mph
50th Percentile	38.7 mph	39.3 mph
85th Percentile	42.7 mph	45.0 mph
95th Percentile	45.1 mph	48.4 mph

Speed Range (MPH) - Total Study																					
	Total	**0-10**	**10-15**	**15-20**	**20-25**	**25-30**	**30-35**	**35-40**	**40-45**	**45-50**	**50-55**	**55-60**	**60-65**	**65-70**	**70-75**	**75-80**	**80-85**	**85-90**	**90-95**	**95-100**	**100+**
Eastbound	1836	1	1	1	2	53	297	820	563	85	12	0	1	0	0	0	0	0	0	0	0
Percent	*100.0%*	*0.1%*	*0.1%*	*0.1%*	*0.1%*	*2.9%*	*16.2%*	*44.7%*	*30.7%*	*4.6%*	*0.7%*	*0.0%*	*0.1%*	*0.0%*	*0.0%*	*0.0%*	*0.0%*	*0.0%*	*0.0%*	*0.0%*	*0.0%*
Westbound	1710	0	1	5	47	129	286	446	536	214	35	9	1	0	1	0	0	0	0	0	0
Percent	*100.0%*	*0.0%*	*0.1%*	*0.3%*	*2.7%*	*7.5%*	*16.7%*	*26.1%*	*31.3%*	*12.5%*	*2.0%*	*0.5%*	*0.1%*	*0.0%*	*0.1%*	*0.0%*	*0.0%*	*0.0%*	*0.0%*	*0.0%*	*0.0%*
Total	3546	1	2	6	49	182	583	1266	1099	299	47	9	2	0	1	0	0	0	0	0	0
Percent	*100.0%*	*0.0%*	*0.1%*	*0.2%*	*1.4%*	*5.1%*	*16.4%*	*35.7%*	*31.0%*	*8.4%*	*1.3%*	*0.3%*	*0.1%*	*0.0%*	*0.0%*	*0.0%*	*0.0%*	*0.0%*	*0.0%*	*0.0%*	*0.0%*

Site Description: Rte 66 W/O El Paso Flagstaff Rd
Site Number: 2
Start Date: 10/09/2025
End Date: 10/09/2025

Vehicle Speed Report (Eastbound - 10/09/2025)

Thursday	Eastbound																				
10/9/25	Total	0-10	10-15	15-20	20-25	25-30	30-35	35-40	40-45	45-50	50-55	55-60	60-65	65-70	70-75	75-80	80-85	85-90	90-95	95-100	100+
12:00 AM	2	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00 AM	5	0	0	0	0	0	0	2	3	0	0	0	0	0	0	0	0	0	0	0	0
2:00 AM	3	0	0	0	0	0	0	2	0	1	0	0	0	0	0	0	0	0	0	0	0
3:00 AM	4	0	0	0	0	2	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0
4:00 AM	15	0	0	0	0	1	5	2	7	0	0	0	0	0	0	0	0	0	0	0	0
5:00 AM	28	0	0	0	0	1	7	12	5	2	0	0	1	0	0	0	0	0	0	0	0
6:00 AM	66	0	0	0	0	3	8	28	19	7	1	0	0	0	0	0	0	0	0	0	0
7:00 AM	81	0	0	0	0	4	18	31	22	4	2	0	0	0	0	0	0	0	0	0	0
8:00 AM	84	0	0	0	0	3	13	36	28	3	1	0	0	0	0	0	0	0	0	0	0
9:00 AM	112	0	0	0	1	1	30	51	29	0	0	0	0	0	0	0	0	0	0	0	0
10:00 AM	118	0	0	1	0	9	24	54	24	3	3	0	0	0	0	0	0	0	0	0	0
11:00 AM	138	0	0	0	0	6	35	60	30	6	1	0	0	0	0	0	0	0	0	0	0
12:00 PM	134	0	0	0	0	5	35	62	27	4	1	0	0	0	0	0	0	0	0	0	0
1:00 PM	161	1	0	0	1	8	30	75	42	4	0	0	0	0	0	0	0	0	0	0	0
2:00 PM	159	0	0	0	0	3	23	76	50	7	0	0	0	0	0	0	0	0	0	0	0
3:00 PM	140	0	0	0	0	0	13	70	49	8	0	0	0	0	0	0	0	0	0	0	0
4:00 PM	163	0	1	0	0	2	13	66	72	9	0	0	0	0	0	0	0	0	0	0	0
5:00 PM	167	0	0	0	0	1	13	75	63	13	2	0	0	0	0	0	0	0	0	0	0
6:00 PM	101	0	0	0	0	2	8	47	39	5	0	0	0	0	0	0	0	0	0	0	0
7:00 PM	78	0	0	0	0	0	6	40	28	4	0	0	0	0	0	0	0	0	0	0	0
8:00 PM	48	0	0	0	0	1	10	17	15	4	1	0	0	0	0	0	0	0	0	0	0
9:00 PM	15	0	0	0	0	1	3	5	6	0	0	0	0	0	0	0	0	0	0	0	0
10:00 PM	9	0	0	0	0	0	1	4	4	0	0	0	0	0	0	0	0	0	0	0	0
11:00 PM	5	0	0	0	0	0	1	3	0	1	0	0	0	0	0	0	0	0	0	0	0
6:00 AM - 9:00 AM	**231**	**0**	**0**	**0**	**0**	**10**	**39**	**95**	**69**	**14**	**4**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
3:00 PM - 6:00 PM	**470**	**0**	**1**	**0**	**0**	**3**	**39**	**211**	**184**	**30**	**2**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
6:00 AM - 7:00 PM	**1624**	**1**	**1**	**1**	**2**	**47**	**263**	**731**	**494**	**73**	**11**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
12:00 AM - 12:00 AM	**1836**	**1**	**1**	**1**	**2**	**53**	**297**	**820**	**563**	**85**	**12**	**0**	**1**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Percent	***100%***	***0.1%***	***0.1%***	***0.1%***	***0.1%***	***2.9%***	***16.2%***	***44.7%***	***30.7%***	***4.6%***	***0.7%***	***0.0%***	***0.1%***	***0.0%***	***0.0%***	***0.0%***	***0.0%***	***0.0%***	***0.0%***	***0.0%***	***0.0%***
50th Percentile	**38.7 mph**																				
85th Percentile	**42.7 mph**																				
95th Percentile	**45.1 mph**	***Average Speed :***	**38.5**																		

Site Description: Rte 66 W/O El Paso Flagstaff Rd
Site Number: 2
Start Date: 10/09/2025
End Date: 10/09/2025

Vehicle Speed Report (Westbound - 10/09/2025)

Thursday	Westbound																				
10/9/25	Total	0-10	10-15	15-20	20-25	25-30	30-35	35-40	40-45	45-50	50-55	55-60	60-65	65-70	70-75	75-80	80-85	85-90	90-95	95-100	100+
12:00 AM	5	0	0	0	0	1	2	0	2	0	0	0	0	0	0	0	0	0	0	0	0
1:00 AM	9	0	0	0	0	0	2	6	0	1	0	0	0	0	0	0	0	0	0	0	0
2:00 AM	8	0	0	0	0	1	2	2	2	0	1	0	0	0	0	0	0	0	0	0	0
3:00 AM	6	0	0	0	0	2	0	0	3	1	0	0	0	0	0	0	0	0	0	0	0
4:00 AM	10	0	0	0	2	0	2	1	5	0	0	0	0	0	0	0	0	0	0	0	0
5:00 AM	36	0	0	1	0	1	5	11	9	4	5	0	0	0	0	0	0	0	0	0	0
6:00 AM	55	0	0	0	5	1	3	10	19	16	0	1	0	0	0	0	0	0	0	0	0
7:00 AM	105	0	0	0	5	7	14	20	32	20	4	2	1	0	0	0	0	0	0	0	0
8:00 AM	115	0	0	0	4	5	21	23	42	20	0	0	0	0	0	0	0	0	0	0	0
9:00 AM	136	0	0	2	7	12	34	25	45	11	0	0	0	0	0	0	0	0	0	0	0
10:00 AM	151	0	0	1	6	14	35	41	37	15	2	0	0	0	0	0	0	0	0	0	0
11:00 AM	144	0	1	0	2	17	35	44	30	13	1	1	0	0	0	0	0	0	0	0	0
12:00 PM	132	0	0	0	3	12	18	53	36	8	2	0	0	0	0	0	0	0	0	0	0
1:00 PM	132	0	0	0	4	17	23	37	41	8	2	0	0	0	0	0	0	0	0	0	0
2:00 PM	136	0	0	0	2	15	20	37	40	19	2	1	0	0	0	0	0	0	0	0	0
3:00 PM	128	0	0	0	4	9	23	35	41	13	2	1	0	0	0	0	0	0	0	0	0
4:00 PM	124	0	0	0	2	4	11	34	40	29	4	0	0	0	0	0	0	0	0	0	0
5:00 PM	108	0	0	1	0	3	15	19	45	19	5	0	0	0	1	0	0	0	0	0	0
6:00 PM	72	0	0	0	0	6	9	25	26	6	0	0	0	0	0	0	0	0	0	0	0
7:00 PM	38	0	0	0	1	0	4	10	18	2	2	1	0	0	0	0	0	0	0	0	0
8:00 PM	20	0	0	0	0	1	1	4	10	3	0	1	0	0	0	0	0	0	0	0	0
9:00 PM	21	0	0	0	0	1	3	4	6	4	2	1	0	0	0	0	0	0	0	0	0
10:00 PM	14	0	0	0	0	0	1	5	6	1	1	0	0	0	0	0	0	0	0	0	0
11:00 PM	5	0	0	0	0	0	3	0	1	1	0	0	0	0	0	0	0	0	0	0	0
6:00 AM - 9:00 AM	**275**	**0**	**0**	**0**	**14**	**13**	**38**	**53**	**93**	**56**	**4**	**3**	**1**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
3:00 PM - 6:00 PM	**360**	**0**	**0**	**1**	**6**	**16**	**49**	**88**	**126**	**61**	**11**	**1**	**0**	**0**	**1**	**0**	**0**	**0**	**0**	**0**	**0**
6:00 AM - 7:00 PM	**1538**	**0**	**1**	**4**	**44**	**122**	**261**	**403**	**474**	**197**	**24**	**6**	**1**	**0**	**1**	**0**	**0**	**0**	**0**	**0**	**0**
12:00 AM - 12:00 AM	**1710**	**0**	**1**	**5**	**47**	**129**	**286**	**446**	**536**	**214**	**35**	**9**	**1**	**0**	**1**	**0**	**0**	**0**	**0**	**0**	**0**
Percent	***100%***	***0.0%***	***0.1%***	***0.3%***	***2.7%***	***7.5%***	***16.7%***	***26.1%***	***31.3%***	***12.5%***	***2.0%***	***0.5%***	***0.1%***	***0.0%***	***0.1%***	***0.0%***	***0.0%***	***0.0%***	***0.0%***	***0.0%***	***0.0%***
50th Percentile	**39.3 mph**																				
85th Percentile	**45.0 mph**																				
95th Percentile	**48.4 mph**	***Average Speed :***	**38.7**																		

Appendix C

Synchro Analysis Reports

Intersection	
Int Delay, s/veh	1.4

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	19	61	102	7	3	12
Future Vol, veh/h	19	61	102	7	3	12
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	96	96	96	96	96	96
Heavy Vehicles, %	5	10	6	0	0	8
Mvmt Flow	20	64	106	7	3	13

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	114	0	-	0	213	110
Stage 1	-	-	-	-	110	-
Stage 2	-	-	-	-	103	-
Critical Hdwy	4.15	-	-	-	6.4	6.28
Critical Hdwy Stg 1	-	-	-	-	5.4	-
Critical Hdwy Stg 2	-	-	-	-	5.4	-
Follow-up Hdwy	2.245	-	-	-	3.5	3.372
Pot Cap-1 Maneuver	1457	-	-	-	780	928
Stage 1	-	-	-	-	920	-
Stage 2	-	-	-	-	926	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1457	-	-	-	769	928
Mov Cap-2 Maneuver	-	-	-	-	769	-
Stage 1	-	-	-	-	907	-
Stage 2	-	-	-	-	926	-

Approach	EB	WB	SB
HCM Ctrl Dly, s/v	1.78	0	9.11
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	427	-	-	-	891
HCM Lane V/C Ratio	0.014	-	-	-	0.018
HCM Ctrl Dly (s/v)	7.5	0	-	-	9.1
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	0.1

Intersection	
Int Delay, s/veh	0.5

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	9	175	112	1	1	10
Future Vol, veh/h	9	175	112	1	1	10
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	96	96	96	96	96	96
Heavy Vehicles, %	5	10	6	0	0	8
Mvmt Flow	9	182	117	1	1	10

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	118	0	-	0	318	117
Stage 1	-	-	-	-	117	-
Stage 2	-	-	-	-	201	-
Critical Hdwy	4.15	-	-	-	6.4	6.28
Critical Hdwy Stg 1	-	-	-	-	5.4	-
Critical Hdwy Stg 2	-	-	-	-	5.4	-
Follow-up Hdwy	2.245	-	-	-	3.5	3.372
Pot Cap-1 Maneuver	1452	-	-	-	679	919
Stage 1	-	-	-	-	913	-
Stage 2	-	-	-	-	838	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1452	-	-	-	674	919
Mov Cap-2 Maneuver	-	-	-	-	674	-
Stage 1	-	-	-	-	906	-
Stage 2	-	-	-	-	838	-

Approach	EB	WB	SB
HCM Ctrl Dly, s/v	0.37	0	9.1
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	88	-	-	-	890
HCM Lane V/C Ratio	0.006	-	-	-	0.013
HCM Ctrl Dly (s/v)	7.5	0	-	-	9.1
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	0

Intersection	
Int Delay, s/veh	1.4

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	19	62	104	7	3	12
Future Vol, veh/h	19	62	104	7	3	12
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	96	96	96	96	96	96
Heavy Vehicles, %	5	10	6	0	0	8
Mvmt Flow	20	65	108	7	3	13

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	116	0	-	0	216	112
Stage 1	-	-	-	-	112	-
Stage 2	-	-	-	-	104	-
Critical Hdwy	4.15	-	-	-	6.4	6.28
Critical Hdwy Stg 1	-	-	-	-	5.4	-
Critical Hdwy Stg 2	-	-	-	-	5.4	-
Follow-up Hdwy	2.245	-	-	-	3.5	3.372
Pot Cap-1 Maneuver	1455	-	-	-	777	925
Stage 1	-	-	-	-	918	-
Stage 2	-	-	-	-	925	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1455	-	-	-	766	925
Mov Cap-2 Maneuver	-	-	-	-	766	-
Stage 1	-	-	-	-	905	-
Stage 2	-	-	-	-	925	-

Approach	EB	WB	SB
HCM Ctrl Dly, s/v	1.76	0	9.13
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	422	-	-	-	888
HCM Lane V/C Ratio	0.014	-	-	-	0.018
HCM Ctrl Dly (s/v)	7.5	0	-	-	9.1
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	0.1

Intersection	
Int Delay, s/veh	0.5

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	9	179	114	1	1	10
Future Vol, veh/h	9	179	114	1	1	10
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	96	96	96	96	96	96
Heavy Vehicles, %	5	10	6	0	0	8
Mvmt Flow	9	186	119	1	1	10

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	120	0	-	0	324	119
Stage 1	-	-	-	-	119	-
Stage 2	-	-	-	-	205	-
Critical Hdwy	4.15	-	-	-	6.4	6.28
Critical Hdwy Stg 1	-	-	-	-	5.4	-
Critical Hdwy Stg 2	-	-	-	-	5.4	-
Follow-up Hdwy	2.245	-	-	-	3.5	3.372
Pot Cap-1 Maneuver	1450	-	-	-	674	916
Stage 1	-	-	-	-	911	-
Stage 2	-	-	-	-	834	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1450	-	-	-	669	916
Mov Cap-2 Maneuver	-	-	-	-	669	-
Stage 1	-	-	-	-	904	-
Stage 2	-	-	-	-	834	-

Approach	EB	WB	SB
HCM Ctrl Dly, s/v	0.36	0	9.11
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	86	-	-	-	887
HCM Lane V/C Ratio	0.006	-	-	-	0.013
HCM Ctrl Dly (s/v)	7.5	0	-	-	9.1
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	0

Intersection	
Int Delay, s/veh	1.7

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	30	61	102	9	3	14
Future Vol, veh/h	30	61	102	9	3	14
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	96	96	96	96	96	96
Heavy Vehicles, %	5	10	6	0	0	8
Mvmt Flow	31	64	106	9	3	15

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	116	0	-	0	237	111
Stage 1	-	-	-	-	111	-
Stage 2	-	-	-	-	126	-
Critical Hdwy	4.15	-	-	-	6.4	6.28
Critical Hdwy Stg 1	-	-	-	-	5.4	-
Critical Hdwy Stg 2	-	-	-	-	5.4	-
Follow-up Hdwy	2.245	-	-	-	3.5	3.372
Pot Cap-1 Maneuver	1455	-	-	-	756	926
Stage 1	-	-	-	-	919	-
Stage 2	-	-	-	-	905	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1455	-	-	-	739	926
Mov Cap-2 Maneuver	-	-	-	-	739	-
Stage 1	-	-	-	-	898	-
Stage 2	-	-	-	-	905	-

Approach	EB	WB	SB
HCM Ctrl Dly, s/v	2.48	0	9.14
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	593	-	-	-	887
HCM Lane V/C Ratio	0.021	-	-	-	0.02
HCM Ctrl Dly (s/v)	7.5	0	-	-	9.1
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0.1	-	-	-	0.1

Intersection	
Int Delay, s/veh	0.2

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	1	0	26	3	0	15
Future Vol, veh/h	1	0	26	3	0	15
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1	0	28	3	0	16

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	46	30	0	0	32	0
Stage 1	30	-	-	-	-	-
Stage 2	16	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	964	1045	-	-	1581	-
Stage 1	993	-	-	-	-	-
Stage 2	1006	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	964	1045	-	-	1581	-
Mov Cap-2 Maneuver	964	-	-	-	-	-
Stage 1	993	-	-	-	-	-
Stage 2	1006	-	-	-	-	-

Approach	WB	NB	SB
HCM Ctrl Dly, s/v	8.74	0	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	964	1581	-
HCM Lane V/C Ratio	-	-	0.001	-	-
HCM Ctrl Dly (s/v)	-	-	8.7	0	-
HCM Lane LOS	-	-	A	A	-
HCM 95th %tile Q(veh)	-	-	0	0	-

Intersection	
Int Delay, s/veh	0.5

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	0	0	3	29	16	0
Future Vol, veh/h	0	0	3	29	16	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	0	3	32	17	0

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	55	17	17	0	-	0
Stage 1	17	-	-	-	-	-
Stage 2	38	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	952	1061	1600	-	-	-
Stage 1	1005	-	-	-	-	-
Stage 2	984	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	950	1061	1600	-	-	-
Mov Cap-2 Maneuver	950	-	-	-	-	-
Stage 1	1003	-	-	-	-	-
Stage 2	984	-	-	-	-	-

Approach	EB	NB	SB
HCM Ctrl Dly, s/v	0	0.68	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	169	-	-	-	-
HCM Lane V/C Ratio	0.002	-	-	-	-
HCM Ctrl Dly (s/v)	7.3	0	0	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	-	-	-

Intersection	
Int Delay, s/veh	1.1

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	0	1	7	32	16	0
Future Vol, veh/h	0	1	7	32	16	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	1	8	35	17	0

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	67	17	17	0	-	0
Stage 1	17	-	-	-	-	-
Stage 2	50	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	938	1061	1600	-	-	-
Stage 1	1005	-	-	-	-	-
Stage 2	972	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	933	1061	1600	-	-	-
Mov Cap-2 Maneuver	933	-	-	-	-	-
Stage 1	1000	-	-	-	-	-
Stage 2	972	-	-	-	-	-

Approach	EB	NB	SB
HCM Ctrl Dly, s/v	8.4	1.3	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	323	-	1061	-	-
HCM Lane V/C Ratio	0.005	-	0.001	-	-
HCM Ctrl Dly (s/v)	7.3	0	8.4	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	0	-	-

Intersection	
Int Delay, s/veh	0.9

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	12	175	112	1	3	20
Future Vol, veh/h	12	175	112	1	3	20
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	96	96	96	96	96	96
Heavy Vehicles, %	5	10	6	0	0	8
Mvmt Flow	13	182	117	1	3	21

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	118	0	-	0	324	117
Stage 1	-	-	-	-	117	-
Stage 2	-	-	-	-	207	-
Critical Hdwy	4.15	-	-	-	6.4	6.28
Critical Hdwy Stg 1	-	-	-	-	5.4	-
Critical Hdwy Stg 2	-	-	-	-	5.4	-
Follow-up Hdwy	2.245	-	-	-	3.5	3.372
Pot Cap-1 Maneuver	1452	-	-	-	674	919
Stage 1	-	-	-	-	913	-
Stage 2	-	-	-	-	832	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1452	-	-	-	667	919
Mov Cap-2 Maneuver	-	-	-	-	667	-
Stage 1	-	-	-	-	904	-
Stage 2	-	-	-	-	832	-

Approach	EB	WB	SB
HCM Ctrl Dly, s/v	0.48	0	9.23
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	116	-	-	-	876
HCM Lane V/C Ratio	0.009	-	-	-	0.027
HCM Ctrl Dly (s/v)	7.5	0	-	-	9.2
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	0.1

Intersection	
Int Delay, s/veh	1

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	3	0	10	1	0	11
Future Vol, veh/h	3	0	10	1	0	11
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	3	0	11	1	0	12

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	23	11	0	0	12	0
Stage 1	11	-	-	-	-	-
Stage 2	12	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	993	1069	-	-	1607	-
Stage 1	1011	-	-	-	-	-
Stage 2	1011	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	993	1069	-	-	1607	-
Mov Cap-2 Maneuver	993	-	-	-	-	-
Stage 1	1011	-	-	-	-	-
Stage 2	1011	-	-	-	-	-

Approach	WB	NB	SB
HCM Ctrl Dly, s/v	8.64	0	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	993	1607	-
HCM Lane V/C Ratio	-	-	0.003	-	-
HCM Ctrl Dly (s/v)	-	-	8.6	0	-
HCM Lane LOS	-	-	A	A	-
HCM 95th %tile Q(veh)	-	-	0	0	-

Intersection	
Int Delay, s/veh	1.1

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	0	3	1	11	14	0
Future Vol, veh/h	0	3	1	11	14	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	3	1	12	15	0

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	29	15	15	0	-	0
Stage 1	15	-	-	-	-	-
Stage 2	14	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	985	1064	1603	-	-	-
Stage 1	1008	-	-	-	-	-
Stage 2	1009	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	984	1064	1603	-	-	-
Mov Cap-2 Maneuver	984	-	-	-	-	-
Stage 1	1007	-	-	-	-	-
Stage 2	1009	-	-	-	-	-

Approach	EB	NB	SB
HCM Ctrl Dly, s/v	8.39	0.6	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	150	-	1064	-	-
HCM Lane V/C Ratio	0.001	-	0.003	-	-
HCM Ctrl Dly (s/v)	7.2	0	8.4	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	0	-	-

Intersection	
Int Delay, s/veh	1.6

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	0	6	1	12	17	0
Future Vol, veh/h	0	6	1	12	17	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	7	1	13	18	0

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	34	18	18	0	-	0
Stage 1	18	-	-	-	-	-
Stage 2	15	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	980	1060	1598	-	-	-
Stage 1	1004	-	-	-	-	-
Stage 2	1008	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	979	1060	1598	-	-	-
Mov Cap-2 Maneuver	979	-	-	-	-	-
Stage 1	1004	-	-	-	-	-
Stage 2	1008	-	-	-	-	-

Approach	EB	NB	SB
HCM Ctrl Dly, s/v	8.42	0.56	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	138	-	1060	-	-
HCM Lane V/C Ratio	0.001	-	0.006	-	-
HCM Ctrl Dly (s/v)	7.3	0	8.4	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	0	-	-

Intersection	
Int Delay, s/veh	1.7

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	30	62	104	9	3	14
Future Vol, veh/h	30	62	104	9	3	14
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	96	96	96	96	96	96
Heavy Vehicles, %	5	10	6	0	0	8
Mvmt Flow	31	65	108	9	3	15

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	118	0	-	0	240	113
Stage 1	-	-	-	-	113	-
Stage 2	-	-	-	-	127	-
Critical Hdwy	4.15	-	-	-	6.4	6.28
Critical Hdwy Stg 1	-	-	-	-	5.4	-
Critical Hdwy Stg 2	-	-	-	-	5.4	-
Follow-up Hdwy	2.245	-	-	-	3.5	3.372
Pot Cap-1 Maneuver	1452	-	-	-	753	924
Stage 1	-	-	-	-	917	-
Stage 2	-	-	-	-	904	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1452	-	-	-	736	924
Mov Cap-2 Maneuver	-	-	-	-	736	-
Stage 1	-	-	-	-	896	-
Stage 2	-	-	-	-	904	-

Approach	EB	WB	SB
HCM Ctrl Dly, s/v	2.46	0	9.16
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	587	-	-	-	884
HCM Lane V/C Ratio	0.022	-	-	-	0.02
HCM Ctrl Dly (s/v)	7.5	0	-	-	9.2
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0.1	-	-	-	0.1

Intersection	
Int Delay, s/veh	0.2

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	1	0	27	3	0	15
Future Vol, veh/h	1	0	27	3	0	15
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1	0	29	3	0	16

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	47	31	0	0	33	0
Stage 1	31	-	-	-	-	-
Stage 2	16	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	962	1043	-	-	1579	-
Stage 1	992	-	-	-	-	-
Stage 2	1006	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	962	1043	-	-	1579	-
Mov Cap-2 Maneuver	962	-	-	-	-	-
Stage 1	992	-	-	-	-	-
Stage 2	1006	-	-	-	-	-

Approach	WB	NB	SB
HCM Ctrl Dly, s/v	8.74	0	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	962	1579	-
HCM Lane V/C Ratio	-	-	0.001	-	-
HCM Ctrl Dly (s/v)	-	-	8.7	0	-
HCM Lane LOS	-	-	A	A	-
HCM 95th %tile Q(veh)	-	-	0	0	-

Intersection	
Int Delay, s/veh	0.4

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	0	0	3	30	16	0
Future Vol, veh/h	0	0	3	30	16	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	0	3	33	17	0

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	57	17	17	0	-	0
Stage 1	17	-	-	-	-	-
Stage 2	39	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	951	1061	1600	-	-	-
Stage 1	1005	-	-	-	-	-
Stage 2	983	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	949	1061	1600	-	-	-
Mov Cap-2 Maneuver	949	-	-	-	-	-
Stage 1	1003	-	-	-	-	-
Stage 2	983	-	-	-	-	-

Approach	EB	NB	SB
HCM Ctrl Dly, s/v	0	0.66	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	164	-	-	-	-
HCM Lane V/C Ratio	0.002	-	-	-	-
HCM Ctrl Dly (s/v)	7.3	0	0	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	-	-	-

Intersection	
Int Delay, s/veh	1

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	0	1	7	33	16	0
Future Vol, veh/h	0	1	7	33	16	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	1	8	36	17	0

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	68	17	17	0	-	0
Stage 1	17	-	-	-	-	-
Stage 2	51	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	936	1061	1600	-	-	-
Stage 1	1005	-	-	-	-	-
Stage 2	971	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	932	1061	1600	-	-	-
Mov Cap-2 Maneuver	932	-	-	-	-	-
Stage 1	1000	-	-	-	-	-
Stage 2	971	-	-	-	-	-

Approach	EB	NB	SB
HCM Ctrl Dly, s/v	8.4	1.27	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	315	-	1061	-	-
HCM Lane V/C Ratio	0.005	-	0.001	-	-
HCM Ctrl Dly (s/v)	7.3	0	8.4	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	0	-	-

Intersection	
Int Delay, s/veh	0.9

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	12	179	114	1	3	20
Future Vol, veh/h	12	179	114	1	3	20
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	96	96	96	96	96	96
Heavy Vehicles, %	5	10	6	0	0	8
Mvmt Flow	13	186	119	1	3	21

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	120	0	-	0	331	119
Stage 1	-	-	-	-	119	-
Stage 2	-	-	-	-	211	-
Critical Hdwy	4.15	-	-	-	6.4	6.28
Critical Hdwy Stg 1	-	-	-	-	5.4	-
Critical Hdwy Stg 2	-	-	-	-	5.4	-
Follow-up Hdwy	2.245	-	-	-	3.5	3.372
Pot Cap-1 Maneuver	1450	-	-	-	668	916
Stage 1	-	-	-	-	911	-
Stage 2	-	-	-	-	829	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1450	-	-	-	662	916
Mov Cap-2 Maneuver	-	-	-	-	662	-
Stage 1	-	-	-	-	902	-
Stage 2	-	-	-	-	829	-

Approach	EB	WB	SB
HCM Ctrl Dly, s/v	0.47	0	9.24
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	113	-	-	-	873
HCM Lane V/C Ratio	0.009	-	-	-	0.027
HCM Ctrl Dly (s/v)	7.5	0	-	-	9.2
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	0.1

Intersection	
Int Delay, s/veh	1

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	3	0	10	1	0	11
Future Vol, veh/h	3	0	10	1	0	11
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	3	0	11	1	0	12

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	23	11	0	0	12	0
Stage 1	11	-	-	-	-	-
Stage 2	12	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	993	1069	-	-	1607	-
Stage 1	1011	-	-	-	-	-
Stage 2	1011	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	993	1069	-	-	1607	-
Mov Cap-2 Maneuver	993	-	-	-	-	-
Stage 1	1011	-	-	-	-	-
Stage 2	1011	-	-	-	-	-

Approach	WB	NB	SB
HCM Ctrl Dly, s/v	8.64	0	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	993	1607	-
HCM Lane V/C Ratio	-	-	0.003	-	-
HCM Ctrl Dly (s/v)	-	-	8.6	0	-
HCM Lane LOS	-	-	A	A	-
HCM 95th %tile Q(veh)	-	-	0	0	-

Intersection	
Int Delay, s/veh	1.1

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	0	3	1	11	14	0
Future Vol, veh/h	0	3	1	11	14	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	3	1	12	15	0

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	29	15	15	0	-	0
Stage 1	15	-	-	-	-	-
Stage 2	14	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	985	1064	1603	-	-	-
Stage 1	1008	-	-	-	-	-
Stage 2	1009	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	984	1064	1603	-	-	-
Mov Cap-2 Maneuver	984	-	-	-	-	-
Stage 1	1007	-	-	-	-	-
Stage 2	1009	-	-	-	-	-

Approach	EB	NB	SB
HCM Ctrl Dly, s/v	8.39	0.6	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	150	-	1064	-	-
HCM Lane V/C Ratio	0.001	-	0.003	-	-
HCM Ctrl Dly (s/v)	7.2	0	8.4	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	0	-	-

Intersection	
Int Delay, s/veh	1.6

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	0	6	1	12	17	0
Future Vol, veh/h	0	6	1	12	17	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	7	1	13	18	0

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	34	18	18	0	-	0
Stage 1	18	-	-	-	-	-
Stage 2	15	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	980	1060	1598	-	-	-
Stage 1	1004	-	-	-	-	-
Stage 2	1008	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	979	1060	1598	-	-	-
Mov Cap-2 Maneuver	979	-	-	-	-	-
Stage 1	1004	-	-	-	-	-
Stage 2	1008	-	-	-	-	-

Approach	EB	NB	SB
HCM Ctrl Dly, s/v	8.42	0.56	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	138	-	1060	-	-
HCM Lane V/C Ratio	0.001	-	0.006	-	-
HCM Ctrl Dly (s/v)	7.3	0	8.4	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	0	-	-

Appendix D

Sight Distance Exhibit

SCALE 1" : 100'
0 50 100

APN 113-12-010

APN 113-10-003

APN 113-06-002

APN 113-07-002A

APN 113-07-001D

APN 113-82-008B
LOT 8

APN 113-37-003
CITY OF
FLAGSTAFF
PATENT 5455

APN 113-37-007B
CITY OF
FLAGSTAFF
PARCEL B
INSTRUMENT
3370035

APN 113-37-007A
PATENT 96234
UNITED METRO
MATERIALS INC.
INSTRUMENT
3441744

PATENT 6788
STATE LAND RECORD
16-95683
ARIZONA DEPARTMENT
OF TRANSPORTATION
MAINTENANCE YARD

S 89°43'12" W 552.52'

S 01°31'34" E 100.00'

N 89°43'14" E 500.00'

N 0°01'00" E 318.07'

S 27°38'12" W 644.93'

S 0°14'29" E 259.01'

N 0°20'24" W 824.84'

S 45°21'12" W 268.97'

S 16°40'25" W 595.14'

S 0°20'12" E 90.50'

CONNECT PROPOSED ACCESS ROAD TO EXISTING COCONINO COUNTY DRIVE

S 89°42'48" W 599.92'

TO BE COORDINATED WITH CITY

PROPOSED RECLAIMED WATER CONNECTION TO BE COORDINATED WITH THE CITY

PROPOSED SEWER MAIN EXTENSION

PROPOSED EXTENDED DETENTION, TYP

LOT A

L=475.61, R=501.73
Δ=54°18'48"

EXISTING DRIVEWAY

EXISTING DRIVEWAY

PROPOSED 60.0' ACCESS EASEMENT

6,000 SF BLDG.

(10) STALLS

N 54°52'35" W 43.86'

EXISTING DRIVEWAY

WATER & SEWER SERVICE

L=397.06, R=650.00
Δ=35°00'00"

PROPOSED 8' PUE

S 19°52'36" E 34.86'

PROPOSED 8' PUE

PROPOSED RURAL CUL-DE-SAC PER COF DTL 10-04-011, MODIFIED TO BE PAVED ASPHALT WITH PAINTED CENTER ISLAND

PROPOSED DRIVEWAY WITH 50FT PAVED TURNOUT (TYP)

NOTE:
1. CROSS-ACCESS AGREEMENTS WILL BE CREATED FOR LOT B-G
2. ASSUPMTIONS FOR CLEAR VIEW ZONE CALCULATIONS INCLUDE A COMIBNATION TRUCK DESIGN VEHICLE AND DESIGN SPEEDS OF 50 MPH AND 25 MPH FOR ROUTE 66 AND EL PASO FLAGSTAFF ROAD RESPECTIVELY

100-YR FLOOD PLAIN

RIO DE FLAG

LOT H

PROPOSED GRAVEL ROAD, TYP

S 75°35'46" W 1292.11'

POTENTIAL F.U.T.S. LOCATION ALONG WEST EDGE OF LOTS C & D TO BE COORDINATED WITH CITY

POTENTIAL F.U.T.S. LOCATION TO COINCIDE WITH WILDCAT SEWER INTERCEPTOR UPGRADE PROJECT SEWER ACCESS ROAD TO BE COORDINATED WITH CITY

PROPOSED SEWER MAIN PER WILDCAT SEWER INTERCEPTOR UPGRADE PROJECT (NOT A PART OF THIS PROJECT)

PROPOSED F.U.T.S. ESMT

30.0' ASLD ROW

LOT C

LOT B

30' EXISTING ASLD R/W NO. 09-3670

PROPOSED PUE, TYP

S 0°31'27" W 209.95'

25.0' MIN FRONT SETBACK, TYP ALONG EL PASO FLAGSTAFF RD.

(4) EXISTING PARKING STALLS

PROPOSED WATER & SEWER SERVICE

PROPOSED DRIVEWAY

(5) STALLS

PROPOSED WATER & SEWER SERVICE

ACCESS FROM N EL PASO FLAGSTAFF RD FOR LOT B & C

PROPOSED WATER & SEWER SERVICE

6,000 SF BLDG.

LOT D

(8) PROPOSED PARKING STALLS, TYP

PROPOSED DRIVEWAY, ACCESS FROM EL PASO FLAGSTAFF RD FOR LOT D, E & F

D6, 276' X 13', TYP ALONG EL PASO FLAGSTAFF RD.

D5, 386' X 21.5', TYP ALONG EL PASO FLAGSTAFF RD.

D4, 423' X 34.5', TYP ALONG EL PASO FLAGSTAFF RD.

PROPOSED SEWER SERVICE

(5) STALLS

PROPOSED SEWER SERVICE

(5) STALLS

PROPOSED WATER SERVICE

LOT E

LOT F

LOT G

LANDSCAPING PERIPHERAL BUFFER, TYP

PROPOSED F.U.T.S. TO BE COORDINATED WITH CITY

PROPOSED F.U.T.S. ESMT

CONNECT SEWER TO PROPOSED WILDCAT SEWER MAIN

PROPOSED SEWER MAIN EXTENSION

FUTURE DRIVEWAY

PROPOSED STREET LIGHT, TYP

N 79°26'19" W 2083.69'

HISTORIC RTE. 66

EXISTING 200.0' ROW

PROPOSED 141.0' ROW

75.0' FRONT SETBACK, TYP ALONG HISTORIC RTE. 66

LANDSCAPING STREET BUFFER, TYP

15.0' SIDE SETBACK

N EL PASO FLAGSTAFF RD

PROPOSED FIRE HYDRANT, TYP

PROPOSED WATER SERVICE

PROPOSED PARTIAL ROAD WIDENING FOR LEFT TURN LANE

RETENTION OUTLET

D1, 845' X 42'

D3, 551' X 18'

D2, 772' X 24'

D2, 772' X 24'

MATCHLINE - SEE VIEWPORT TO THE RIGHT

MATCHLINE - SEE VIEWPORT TO THE LEFT

CLEAR VIEW ZONE CALCULATIONS

ID #	MINOR ROAD (STOP CONTROL)	MAJOR ROAD	MANEUVER DIRECTION	DESIGN SPEED (V_{MAJOR})[1]	TIME GAP $t_{g\ UNTURNED}$[2]	GRADE ≤3%	MULTIPLE LANE CROSSINGS	NO. OF LANES[4]	TIME GAP $t_{g\ EXCEEDS}$[2]	INTERSECTION SIGHT DISTANCE (ISD[3])	STOPPING SIGHT DISTANCE (SSD)
D1	DRIVEWAY	MINOR ARTERIAL	LEFT	50	11.5	YES	NO	1	11.5	845	425
D2	DRIVEWAY	MINOR ARTERIAL	RIGHT	50	10.5	YES	NO	1	10.5	772	425
D3	MINOR ARTERIAL	DRIVEWAY	LEFT	50	7.5	YES	NO	1	7.5	551	425
D4	DRIVEWAY	RURAL LOCAL	LEFT	25	11.5	YES	NO	1	11.5	423	155
D5	DRIVEWAY	RURAL LOCAL	RIGHT	25	10.5	YES	NO	1	10.5	386	155
D6	RURAL LOCAL	DRIVEWAY	LEFT	25	7.5	YES	NO	1	7.5	276	155

Notes:
(1) The major road speed limits (V_{MAJOR} in MPH) are based on existing conditions in the project vicinity.
(2) The time gap values, adjusted ($t_{g\ adjusted}$ in seconds) and unadjusted ($t_{g\ unadjusted}$ in seconds), are based on the current site plan and the *AASHTO-Geometric Design of Highways and Streets* Exhibits 9-54 and 9-57 for D1 and D2 and Exhibits 9-66 and 9-67 for M1. The first lane crossed does not warrant an adjustment
(3) The intersection site distance (ISD in feet) calculations are based on Equation 9-1 in the *AASHTO-Geometric Design of Highways and Streets*: Equation 9-1:
(4) The number of lanes crossed m ay include medians converted to equivalent lanes. The number of lanes provided in the table includes the first lane crossed.
(5) If the approach grade is greater than 3%, add 0.1 seconds for each percent grade.

LOT A CONTAINS A CULTURAL RESOURCE SITE THAT HAS BEEN DEEMED AS ELIGIBLE FOR LISTING ON THE ARIZONA AND NATIONAL REGISTER OF HISTORIC PLACE. IF AVOIDANCE IS NOT FEASIBLE, THE HPTP, DATED JUNE 6, 2025, WILL GUIDE PHASED DATA RECOVERY PRIOR TO ANY GROUND DISTURBANCE AND INCLUDES A PLAN FOR MONITORING, IF THE HPTP DETERMINES THAT MONITORING IS NEEDED, DURING ANY CONSTRUCTION ACTIVITIES THAT MAY OCCUR FOLLOWING MITIGATION.

EXHIBIT "B" ADDITIONAL CONDITIONS 53-124156-01
(AS STIPULATED IN THE LAND SALE PATENT, THESE CONDITIONS ONLY APPLY TO LOT A)

THERE MAY BE REGISTER ELIGIBLE SITE OR SITES LOCATED WITHIN THE SUBJECT PROPERTY, WHICH COULD INCLUDE INFORMATION SIGNIFICANT IN THIS STATE'S HISTORY, ARCHITECTURE, ARCHAEOLOGY, OR CULTURE AND MAY MEET ELIGIBILITY CRITERIA, WHICH THE ARIZONA STATE PARKS BOARD HAS ESTABLISHED FOR LISTING ON THE ARIZONA REGISTER OF HISTORIC PLACES, OR WHICH MEET ELIGIBILITY CRITERIA FOR LISTING ON THE NATIONAL REGISTER OF HISTORIC PLACES. IF GROUND-DISTURBING ACTIVITIES WILL OR MAY IMPACT ONE OR MORE REGISTER ELIGIBLE SITE OR SITES, PATENTEE SHALL CONSULT WITH THE STATE HISTORIC PRESERVATION OFFICE AND OTHERWISE TAKE SUCH ACTIONS AS ARE NECESSARY TO AVOID, PRESERVE, PROTECT, OR MITIGATE IMPACTS ON THE REGISTER ELIGIBLE SITE OR SITES. IN THE EVENT THAT AVOIDANCE, PRESERVATION AND PROTECTION OF THE REGISTER ELIGIBLE SITE OR SITES CANNOT BE ACCOMPLISHED, PATENTEE SHALL ENSURE A DATA RECOVERY PLAN IS DEVELOPED IN CONSULTATION WITH AND ACCEPTABLE TO, THE ARIZONA STATE MUSEUM AND THE STATE HISTORIC PRESERVATION OFFICE, OR THEIR SUCCESSOR AGENCIES, AND THE DATA RECOVERY IS IMPLEMENTED AND COMPLETED PRIOR TO THE REGISTER ELIGIBLE SITE OR SITES BEING AFFECTED. THE ARTIFACTS AND RECORDS RECOVERED FROM THE SUBJECT PROPERTY SHALL BE CURATED ACCORDING TO THE ARIZONA STATE MUSEUM CONSERVATION AND CURATION STANDARDS AS ESTABLISHED IN RULES IMPLEMENTING THE ARIZONA ANTIQUITIES ACT.

IF HUMAN REMAINS ARE ENCOUNTERED DURING GROUND-DISTURBING ACTIVITIES, ALL WORK MUST IMMEDIATELY CEASE WITHIN 30.48 METERS (100 FEET) OF THE DISCOVERY AND THE AREA MUST BE SECURED. THE ARIZONA STATE MUSEUM MUST BE NOTIFIED OF THE DISCOVERY. ALL DISCOVERIES WILL BE TREATED IN ACCORDANCE WITH ARIZONA REVISED STATUTES (A.R.S. § 41-844 AND A.R.S. § 41-865) AND WORK MUST NOT RESUME IN THIS AREA WITHOUT AUTHORIZATION FROM THE ARIZONA STATE MUSEUM. THESE CONDITIONS SHALL RUN WITH THE SUBJECT PROPERTY, AND BE BINDING ON THE PATENTEE'S HEIRS, SUCCESSORS, AND ASSIGNS.

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA 811
Call 811 or click Arizona811.com

NO.	DATE	BY	REVISION

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www.ardurra.com

Professional Engineer
Jeffrey Daniel Stroud
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ARIZONA, U.S.A.
PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING OR RECORDING

EL PASO INDUSTRIAL PARK
PRELIMINARY PLAT
CIVIL IMPROVEMENTS
FLAGSTAFF
COCONINO

JOB NO.:	225068
DESIGN BY:	JEE
DRAWN BY:	JEE
CHECKED:	DN
DATE:	DECEMBER 2025

DWG: PP05
SHEET 5 OF 6

FILE: Y:\FLG\FLG-FS\02020\02250\02250681\03-PROD\05-CONTROL\PLAT\V-C01-225068.DWG JERIKSSON
PLOTTED: Dec 11, 2025-9:21am



PZ-24-00235-01
2661 N El Paso Flagstaff Road

El Paso Industrial Park
Concept Zoning Map Amendment

City Council | October 6th, 2026

Bethan Heng | Senior Planner

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

El Paso Industrial Park CZMA

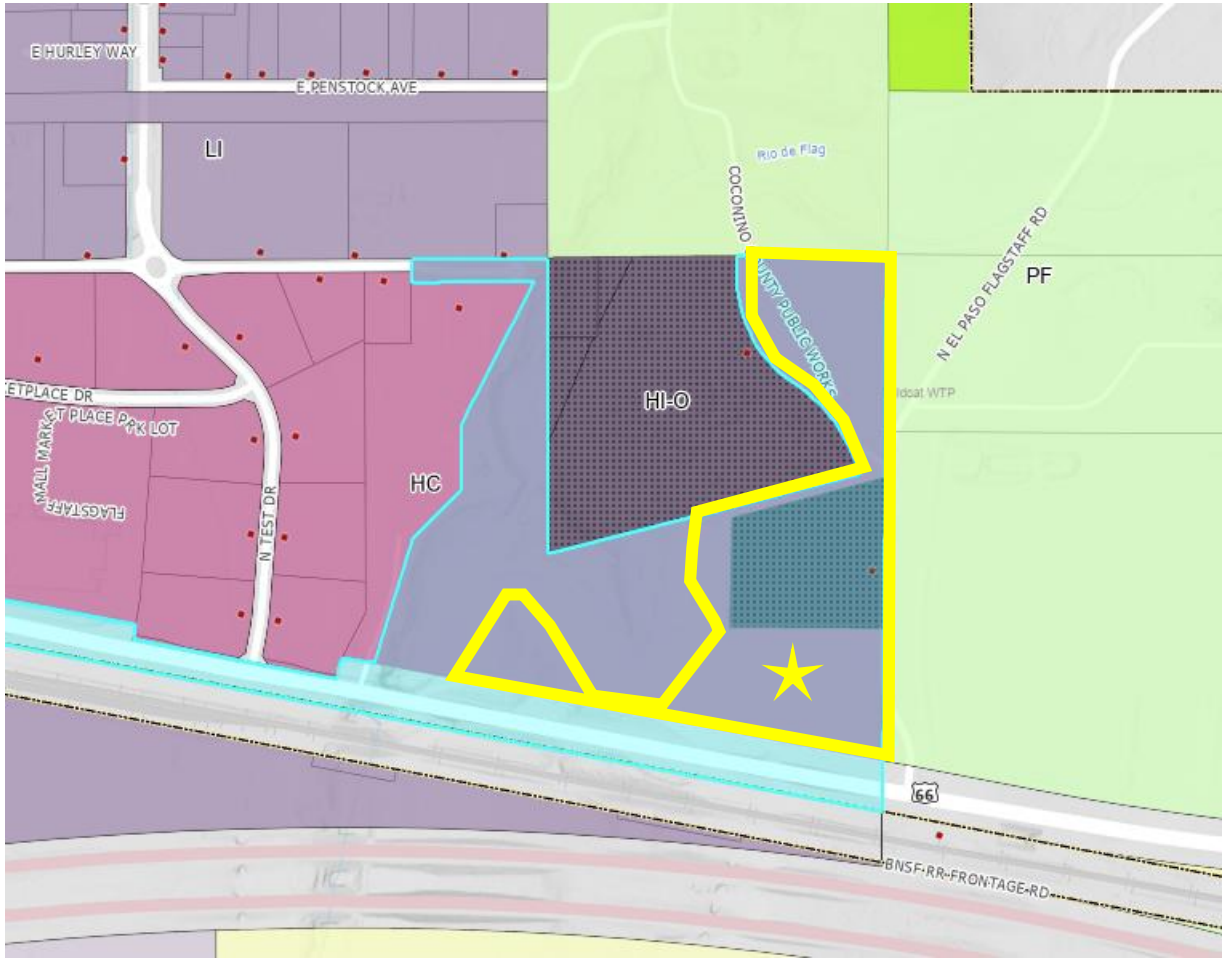
Property
2661 N El Paso Flagstaff Road
APN 113-37-010

Proposed Use

The applicant proposes to establish Construction Storage/Supply Yard and Heavy Manufacturing/Processing uses on site, which are permitted uses in the HI-O zone.

Request

1. The applicant is requesting to rezone 23.89 acres from the Highway Commercial (HC) zone with the Resource Protection Overlay (RPO) to Heavy Industrial – Open (HI-O) zone with the RPO



El Paso Industrial Park CZMA

Project Information

- The applicant is requesting a rezone for the purpose of allowing Construction Storage/Supply Yard and Heavy Manufacturing/Processing uses on the site.
- The roughly 23 acres being set aside for Flagstaff City use contains rural floodplain and steep slopes.
  - There are also City sewer and reclaimed water lines.
  - This area will include a new FUTS connection.
- A Direct to Ordinance Zoning Map Amendment was approved in 2022 for 7.29 acres, rezoning it from HC to HI-O to allow a Composting Facility use.
- The applicant intends to subdivide the property into 8 resulting parcels following the rezoning application.

El Paso Industrial Park CZMA

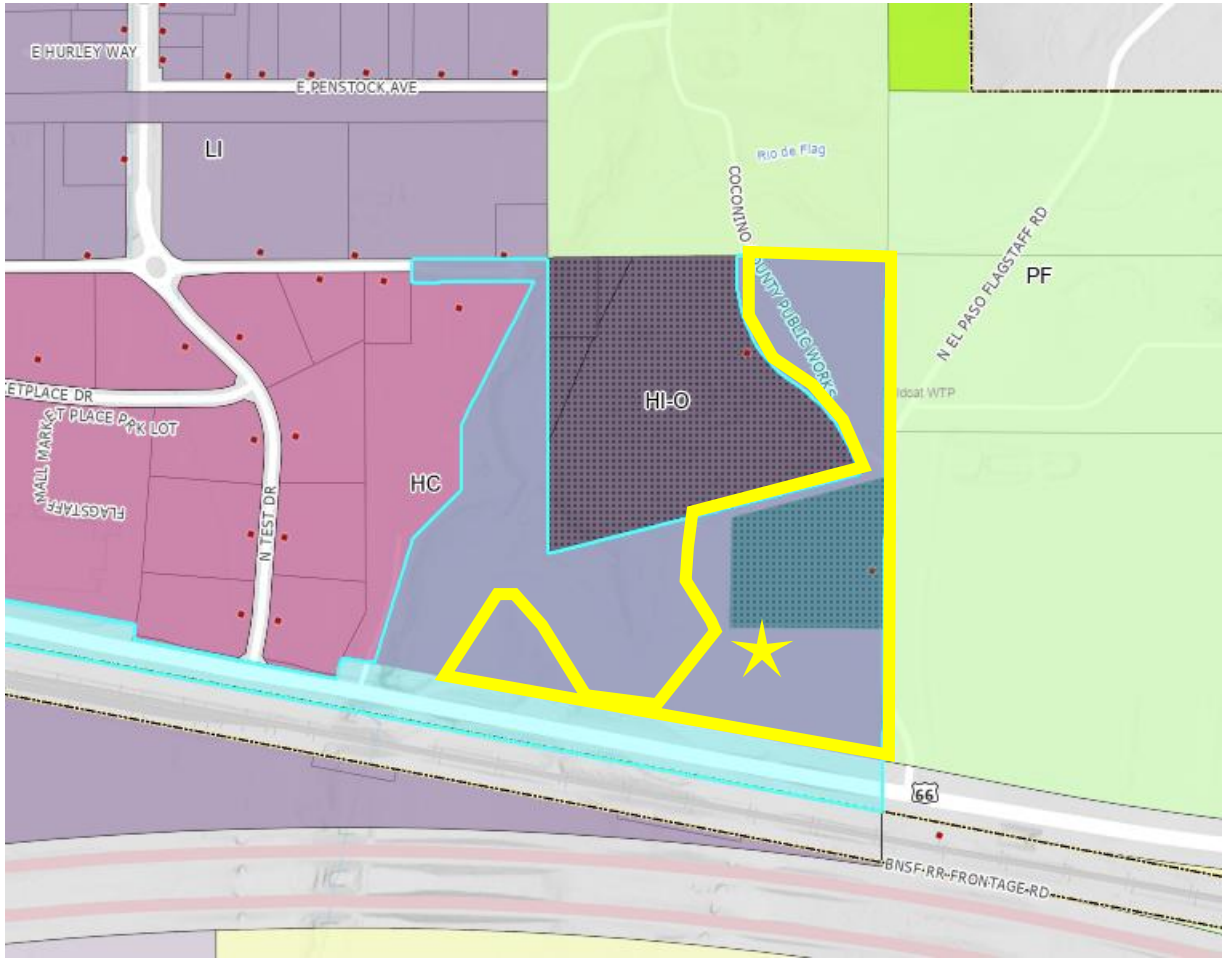
Property Context Map

North
Heavy industrial land owned by United Metro Materials Inc., zoned HI-O

West
ADOT maintenance yard, zoned HC

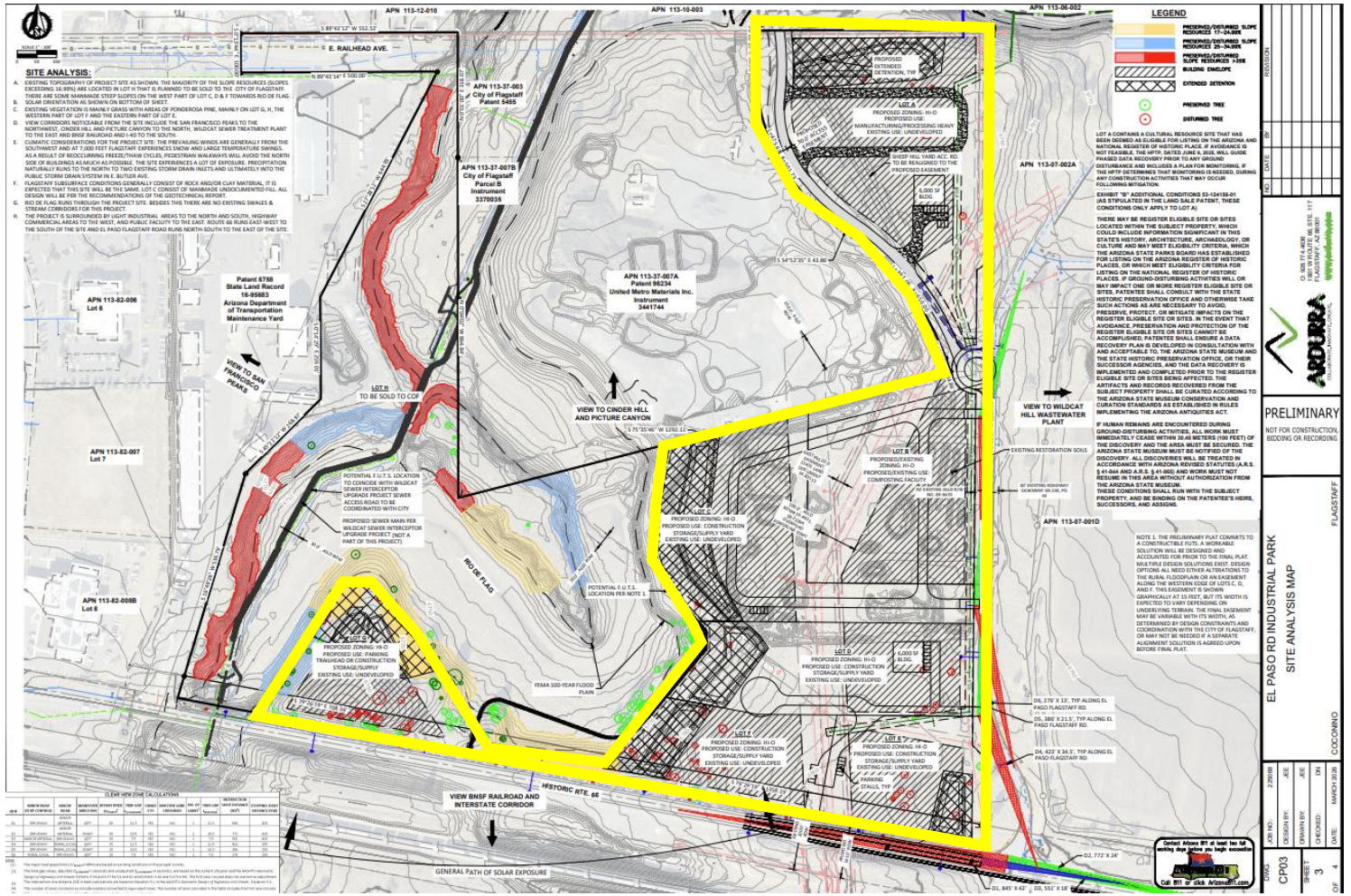
East
City of Flagstaff wastewater treatment plant, zoned Public Facility (PF)

South
State Trust Land, zoned Rural Residential (RR); Nestle Purina factory, zoned Light Industrial (LI); BNSF rail lines and Interstate 40



El Paso Industrial Park CZMA

El Paso Industrial Park CZMA



El Paso Industrial Park CZMA

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 prior to considering the proposed amendment.

El Paso Industrial Park CZMA

Finding #1

The subject Property is designated as a Future Employment area type in the 2030 Regional Plan.

An employment center may include mixed use; research and development offices; medical offices; office space; business park; retail, restaurant, and tourism center; light industrial; heavy industrial; and live-work spaces.

El Paso Industrial Park CZMA

Finding #2

The proposed amendment must be determined not to be detrimental to the public interest, health, safety, convenience, or welfare of the City of Flagstaff, and will add to the public good as described in the General Plan.

Staff believes that the proposed project will not be detrimental to the public health, safety, or welfare so long as it is developed in accordance with all codes and requirements.

El Paso Industrial Park CZMA

Finding #3

The site must be determined to be physically suitable in terms of design, location, shape, size, and 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.

El Paso Industrial Park CZMA

Adequacy of Site

Staff believes that the proposed application meets this finding. The Inter Division Staff (IDS) 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 .

Citizen Participation Plan

- The applicant notified neighbors within 600ft of the subject property.
- Applicant held two virtual public meetings on May 26th, 2026, and July 21st, 2026, both with no attendees.
- To date, staff has not received any comments on this application.

Planning and Zoning Commission Recommendation of Approval

Planning & Zoning Commission forward the request to the City Council with a recommendation for approval (vote of 5-0), subject to the following conditions:

1. The subject property must be developed in accordance with the approved concept plan and conditions of approval dated June 23, 2026. Modifications may require a revised concept plan.
2. All other requirements of the Zoning Code and other City codes, ordinances, and regulations shall be met by the proposed development.
3. That final plat parcel boundaries align with the zoning districts legal descriptions.
4. The Flagstaff Urban Trail System (FUTS) alignment shall be finalized at Civil Plan Review and prior to Final Plat approval.
5. In the event the property is rezoned, and the applicant fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert to the former classification of Highway Commercial (HC) in accordance with A.R.S. § 9-462.01.

Thank you!

Questions or Comments

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Rick Tadder, Management Services Director

Date: 09/24/2026

Meeting Date: 10/06/2026

TITLE:

Consideration and Adoption of Resolution No. 2026-49: A resolution of the Flagstaff City Council, declaring, for purposes of Section 1.150 2 of the Federal Treasury Regulations, official intent to be reimbursed in connection with certain capital expenditures relating to the November 2012 election for Proposition 405, November 2018 election for Propositions 419 and 420, water fund projects, wastewater fund projects, reclaimed water fund projects, and stormwater fund projects, and establishing an effective date.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2026-49 by title only
2. City Clerk reads Resolution No. 2026-49 by title only (if approved above)
3. Adopt Resolution No. 2026-49

Executive Summary:

This resolution will allow the City to reimburse itself for expenditures made for capital projects that are currently being planned or may be under construction in advance of issuing the debt (bonds) for the projects. Federal regulations provide that the City may reimburse itself for expenditures incurred prior to the issuing of debt so long as this type of resolution is adopted. Without the resolution, only City construction expenditures incurred after the issuance of debt would be allowed.

Financial Impact:

This reimbursement resolution does not have any direct financial impact; however, it allows the City to move forward with capital expenditures prior to completion of future financing.

This resolution does not authorize the issuance of debt. A separate ordinance will need to be adopted by Council to formally issue debt for these projects.

Policy Impact:

None

Previous Council Decision or Community Discussion:

Please refer to the Background and History section to follow.

Options and Alternatives to Recommended Action:

1. Approve the Reimbursement Resolution: This is the best option to allow the City the greatest flexibility to issue debt when it is most advantageous while allowing construction expenditures to occur; or
2. Do not approve the Reimbursement Resolution: If not approved, staff will need to quickly bring back

a debt authorization ordinance for Council and would issue debt at the earliest possible opportunity or projects may need to be delayed.

Background and History:

The current City 5-year plans demonstrate a need to issue debt to finance capital projects. This reimbursement resolution allows the City to begin construction on the capital projects prior to completing the financing. When considering the issuance of debt financing in our 5-year plans, the City also demonstrates that the annual debt service requirements are funded for the length of the financing. This ensures the City can pay our obligations by reserving future revenues.

Proposition 405

On November 6, 2012, a general election was held by the City of Flagstaff whereby the citizens authorized the Investing in the Forest Health and Water Supply Protection Project, also known as the Flagstaff Watershed Protection Project or FWPP, ballot measure. Voters authorized the issuance of $10,000,000 in general obligation debt. The City will be de-obligating approximately $650,000 from our outstanding WIFA Loan and will replace this with a new General Obligation Debt. We are doing this to allow the Fire Department to spend the remaining funds in a more efficient and quicker manner than WIFA would allow at this time. The City will issue the new debt approximately a year from now. The debt service payments will be made from secondary property taxes.

Proposition 419

On November 6, 2018, a general election was held by the City of Flagstaff whereby the citizens authorized the Continuation of Sales Taxes for Roadway, Pedestrian, Bicycle, and Safety Improvements ballot measure. The ballot measure authorized the issuance of debt to accelerate delivery of the projects. The debt service payments will be made from transportation sales taxes.

Proposition 420

On November 6, 2018, a general election was held by the City of Flagstaff whereby the citizens authorized the Sales Tax – Lone Tree Railroad Overpass from Butler Avenue to Route 66 ballot measure. The ballot measure authorized the issuance of debt to accelerate delivery of the projects. The debt service payments will be made from transportation sales taxes.

Water Services Funds

In the adoption of recent Water Services rates, the financial plans demonstrated the need to issue new debt to fund capital projects in each of the four funds. Further, the FY 2026-27 adopted budget shows the City may issue debt this fiscal year and the accompanying 5-year plans also demonstrate the need to issue debt for capital projects. Each fund demonstrates the ability to meet the debt payment obligations with the new issuance of debt.

Water Fund Projects: The current Water Fund 5-year plan shows $52.1 million in new debt. The attached resolution is related to $16 million in new Water Fund debt anticipated within the next two years.

Wastewater Fund Projects: The current Wastewater Fund 5-year plan shows $27.4 million in new debt. The attached resolution is related to $15 million in new Wastewater Fund debt anticipated within the next two years.

Reclaimed Water Fund Projects: The current Reclaimed Water Fund 5-year plan shows $1.8 million in new debt. The attached resolution is related to $1.8 million in new Reclaimed Water Fund debt anticipated within the next two years.

Stormwater Fund Projects: The current Stormwater Fund 5-year plan shows $22.3 million in new debt. The attached resolution is related to $21 million in new Stormwater Fund debt anticipated within the next two years.

Connection to PBB Priorities and Objectives:

- High Performing Governance: Maintain the organization’s fiscal stability through strong financial policies and best practices
- Environmental and Natural Resources: Actively manage and protect all environmental and natural

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

Connection to Regional Plan:

- Goal E&C.3. Strengthen community and natural environment resiliency through climate adaptation efforts
- Goal WR.2. Manage a coordinated system of water, wastewater, and reclaimed water utility service facilities and resources at the City level and identify funding to pay for new resources.
- Goal WR.4. Logically enhance and extend the City's public water, wastewater, and reclaimed water services, including their treatment, distribution, and collection systems in both urbanized and newly developed areas of the City to provide efficient delivery of services.
- Goal E&C.3. Strengthen community and natural environment resiliency through climate adaptation efforts.
- Goal PF.2. Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics.

Connection to Carbon Neutrality Plan:
None

Connection to 10-Year Housing Plan:
None

Attachments: Res. 2026-49
Presentation

RESOLUTION NO. 2026-49

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, DECLARING, FOR PURPOSES OF SECTION 1.150 2 OF THE FEDERAL TREASURY REGULATIONS, OFFICIAL INTENT TO BE REIMBURSED IN CONNECTION WITH CERTAIN CAPITAL EXPENDITURES RELATING TO THE NOVEMBER 2012 ELECTION FOR PROPOSITION 405, NOVEMBER 2018 ELECTION FOR PROPOSITIONS 419 AND 420, WATER FUND PROJECTS, WASTEWATER FUND PROJECTS, RECLAIMED WATER FUND PROJECTS, AND STORMWATER FUND PROJECTS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City of Flagstaff, Arizona, a political subdivision of the State of Arizona (hereinafter referred to as the "City"), is authorized and empowered to finance the costs of various capital facilities and equipment owned or to be owned by the City; and

WHEREAS, it is contemplated that certain expenditures made by the City with regard to capital facilities and equipment owned or to be owned by the City will be reimbursed from the financing proceeds in the future by or on behalf of the City.

ENACTMENTS:

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

SECTION 1. Definitions. The following terms shall have the meanings assigned thereto as follows:

"Official intent" means a declaration of intent of the City to reimburse an original expenditure with proceeds of an obligation.

"Original expenditure" means an expenditure for a governmental purpose that is originally paid from a source other than a reimbursement bond.

"Reimbursement bond" means the portion of an issue of obligations allocated to reimburse an original expenditure that was paid before the issue date of such issue.

SECTION 2. Official Intent. This Resolution is official intent relating to reimbursement for the original expenditures indicated in Exhibit A attached hereto which are capital expenditures [being any cost of a type that is properly chargeable to a capital account (or would be so chargeable with a proper election) under general federal income tax principles].

SECTION 3. Project Descriptions. The projects for which such original expenditures are to be paid are for those described on the Exhibit A attached hereto and the maximum principal amount of obligations (including the reimbursement bonds for such purposes) to be issued for such projects will not exceed $139,450,000.

SECTION 4. Reasonableness of Official Intent. On the date of this Resolution, the Council of the City has a reasonable expectation (being that a prudent person in the same circumstances would have based on all the objective facts and circumstances) that it will reimburse such original expenditures with proceeds of such obligations. [Official intents have not been declared by the Council of the City as a matter of course or in amounts substantially in excess of the amounts expected to be necessary for such projects. Moreover, the Council of the City does not have a pattern (other than in extraordinary circumstances) of failure to reimburse actual original expenditures covered by official intents.]

SECTION 5. Reimbursement Period. With certain exceptions, an allocation in writing that evidences the use of proceeds of the reimbursement bonds to reimburse the original expenditures shall be made not later than 18 months after the later of the date that the original expenditure is paid or the date the project is "placed in service," but in no event more than 3 years after the original expenditure is paid. The City is allowed to reimburse for expenditures up to 60 days prior to the date of the resolution adoption.

SECTION 6. Public Record. This Resolution shall be included as of the date hereof in the publicly available official records of the City, such records being maintained and supervised by the Clerk of the City, being the main administrative office of the City, and shall remain available for public inspection on a reasonable basis.

SECTION 7. Prior Reimbursement Resolutions. This resolution shall replace the prior reimbursement resolution 2022-14 and will not replace the prior reimbursement resolution 2023-04 that were adopted by City.

SECTION 8. Effective Date. This resolution shall be immediately effective.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 6th day of October 2026.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
Exhibit A – Original Expenditures Intended to be Reimbursed as of October 6, 2026

EXHIBIT A

ORIGINAL EXPENDITURES INTENDED TO BE REIMBURSED
AS OF OCTOBER 6, 2026

Description of Original Expenditures	Amount of Expenditures
November 2012 Election - Proposition 405 Forest Health and Water Supply Protection Project	$650,000
November 2018 Election - Proposition 419 Continuation of Sales Taxes for Roadway, Pedestrian, Bicycle, and Safety Improvements	$ 50,000,000
November 2018 Election - Proposition 420 Sales Tax – Lone Tree Railroad Overpass from Butler Avenue to Route 66	$ 35,000,000
Water Services Funds: Water Fund Projects Wastewater Fund Projects Reclaimed Water Fund Projects Stormwater Fund Projects	 $ 16,000,000 $ 15,000,000 $ 1,800,000 $ 21,000,000

Resolution 2026-49 Declaring Intent to Reimbursement Capital Costs

Council Meeting
October 6, 2026

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

Reimbursement Resolution

Why is staff requesting your approval of the resolution

- A procedural step required by federal tax rules
- Approving a reimbursement resolution lets the City issue new debt when the time is right, instead of borrowing before any money is spent.

Spend first

Projects move ahead using available City funds.

Borrow later

Debt is issued when needs and markets are clear.

Repay ourselves

Tax-exempt bond proceeds reimburse the earlier spending.

Reimbursement Resolution

Recent History of Approved Reimbursement Resolutions

Aug 2017

Road Repair and Street Safety; Core Maintenance Facility

Closed

Apr 2018

FWPP, Public Safety Communications, Water, Wastewater

Closed

Sep 2019

Courthouse, Water, Wastewater, Stormwater

Closed

Apr 2022

Water, Reclaimed, Stormwater, Transportation

Sunsets with new resolution

Jan 2023

Nov 2022 GO ballot measures: infrastructure and housing

Still in effect for a portion of bonds

2026

Props 405, 419, 420 and four Water Services funds

Proposed tonight

Reimbursement Resolution

Five steps from cash outlay to bond-funded project

1 — Declare
Council adopts official intent

→

2 — Spend
City pays costs from cash

→

3 — Authorize
Council adopts bond ordinance

→

4 — Issue
Tax-exempt bonds are sold

→

5 — Allocate
Proceeds repay the City

- *Declaring intent can also follow spending, but only within 60 days of each payment.*

Reimbursement Resolution

What this Resolution covers

- Three voter-approved propositions, four Water Services funds

Authority	Projects	Amount	Repaid from
Prop 405 (Nov 2012)	Flagstaff Watershed Protection Project (FWPP)	$0.65 million	Secondary property tax
Prop 419 (Nov 2018)	Roadway, pedestrian, bicycle and safety improvements	$50 million	Transportation sales tax
Prop 420 (Nov 2018)	Lone Tree Railroad Overpass, Butler Ave to Route 66	$35 million	Transportation sales tax
Water Fund	Water capital projects	$16.0 million	Water revenues
Wastewater Fund	Wastewater capital projects	$15.0 million	Wastewater revenues
Reclaimed Water Fund	Reclaimed water capital projects	$1.8 million	Reclaimed water revenues
Stormwater Fund	Stormwater capital projects	$21.0 million	Stormwater revenues

Reimbursement Resolution

Staff recommendation and next steps

- Council read Resolution 2026-49
- Council adopts Resolution 2026-49
  - Declares official intent for Props 405, 419, 420 and four Water Services funds
  - Sunsets the April 2022 resolution
  - Leaves the January 2023 resolution in effect
  - Does not authorize the issuance of debt
- Next steps
  - Track eligible costs paid from City funds
  - Return with an ordinance to authorize issuance of new debt
  - Issue a portion of the debt later this fiscal year and additional debt next fiscal year
  - Once issued, reimburse the City first for cost incurred

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Carmen Pryer, Real Estate Specialist

Co-Submitter: Bryce Doty

Date: 09/24/2026

Meeting Date: 10/06/2026

TITLE:

Consideration and Adoption of Ordinance No. 2026-22: An ordinance authorizing the acquisition of real property interests necessary for the Fanning Wash Culvert at Steves Blvd Project, providing for delegation of authority, subsequent council approvals, severability, and establishing an effective date.

STAFF RECOMMENDED ACTION:

At the October 6, 2026, Council Meeting:
1) Read Ordinance No.2026-22 by title only for the first time
2) City Clerk reads Ordinance No. 2026-22 by title only (if approved above)

At the October 20, 2026, Council Meeting:
3) Read Ordinance No.2026-22 by title only for the final time
4) City Clerk reads Ordinance No. 2026-22 by title only (if approved above)
5) Adopt Ordinance No. 2026-22

Executive Summary:

The Fanning Wash Culvert at Steves Blvd is undersized for a 100-year flood event. The Fanning Wash Culvert at Steves Blvd Project will remove the existing three 48" culverts underneath Steves Boulevard and replace them with a double barrel 8'x4' concrete box. This will increase the flow rate of Fanning Wash underneath the street and mitigate flooding risks. In order to construct the inlet for the concrete box, an additional drainage easement is necessary on the western adjacent property located at 2351 E Forest Heights Dr. Negotiations with the property owner to acquire the additional drainage easement are ongoing and productive. Construction is currently planned for FY27.

Financial Impact:

Project Name: Spot Improvement Program
Account Number Budgeted: 206-08-385-3598-0-4432. There is no budget in this program. The budget will be reallocated from 206-08-331-1257-0 to fund this purchase.

Expected expenses to complete the transaction: $40,000

Policy Impact:

None

Previous Council Decision or Community Discussion:

None

Options and Alternatives to Recommended Action:
1. Do not approve the ordinance and do not construct the project as designed

Background and History:
The culverts at the intersection of the Fanning Wash and Steves Boulevard in Flagstaff, Arizona were analyzed to determine whether the current conditions in the channel meet the City of Flagstaff requirements. The culverts were the primary area of interest initially since the existing culverts showed debris, sediment and other obstructions preventing flow of stormwater. This led to concerns of possible flooding issues for the surrounding area and potential failure of the drainage network. Through collecting topographic data of the channel, culvert, and roadway necessary characteristics were determined and modeled to show how the current infrastructure performs. From the existing conditions new infrastructure was designed to improve the performance of the channel and culverts found at the intersection of the wash and roadway. To improve the drainage conditions the design team proposed to remove the existing three corrugated metal pipes and instead implement a four foot by seven foot double barrel, concrete lined box culvert. With this implementation the box culverts through models and calculations improve drainage conditions in the wash, and decrease the likelihood of the culvert overtopping onto the roadway in flooding stages. Overall, the purpose of the design was to mitigate flood risks, while improving the drainage network at the upstream portion of the Fanning Wash as it
travels underneath Steves Boulevard by analyzing existing and proposed conditions of the channel and culverts.

Connection to PBB Priorities and Objectives:
The Fanning Wash Flood Control Project directly connects to the City of Flagstaff's Priority Based Budgeting (PBB), specifically maximizing environmental sustainability, public safety, and infrastructure optimization.

Connection to Regional Plan:
The Fanning Wash Flood Control Project connects to the Flagstaff Regional Plan by implementing the plan's core policies for infrastructure safety, sustainable growth, and watershed management.

Infrastructure and Capital Improvements —

- Stormwater Integration: The project links directly to the city's multi-year capital planning goals outlined in the regional framework.
- Growth and Land Use: By enhancing channel capacity along Fanning Wash between Steves Boulevard and Linda Vista Drive, the project protects existing residential and commercial zones from severe stormwater risks.

Environmental and Community Resilience —

- Water Resources: It supports regional directives on managing local drainage basins and waterways safely.
- Public Safety: The mitigation efforts align with the region plan's safety chapters and waterways safely.

Connection to Carbon Neutrality Plan:
The Fanning Wash Flood Control Project directly connects to the Flagstaff Carbon Neutrality Plan (CNP) through its role in Climate Change Adaptation and Community Resilience.
It actively structures adaptation to the environmental crises accelerated by climate change.

Connection to 10-Year Housing Plan:
The Fanning Wash Flood Control Project directly connects to the City of Flagstaff's 10-Year Housing Plan by safeguarding the existing housing stock and preserving affordable stock to create or preserve housing units by 2031. The Fanning Wash channel enhancements, including slope modification and vegetation removal, are explicitly designed to reduce flood risk for homes and businesses from severe weather destruction and unlocking previously high-risk land for safe, dense residential development.
Removing Development Barriers: Prior to flood control improvements, substantial land pockets near major

corridors were developable or deemed financially unviable due to high-risk flood zone designations.

Attachments: Ord. 2026-22
Exhibit 1: Chart of Properties
Exhibit 2: Legal Description

ORDINANCE NO. 2026-22

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF AUTHORIZING THE ACQUISITION OF REAL PROPERTY INTERESTS NECESSARY FOR THE FANNING WASH CULVERT AT STEVES BLVD. PROJECT, A PUBLIC USE; PROVIDING FOR DELEGATION OF AUTHORITY, SUBSEQUENT COUNCIL APPROVALS, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, pursuant to Article VII, Section 5 of the Flagstaff City Charter the City shall acquire real property by ordinance; and

WHEREAS, pursuant to Article I, Section of the Flagstaff City Charter, the City may acquire real property, easements, and other real property interests within or without its corporate limits by purchase, gift devise, exchange, or condemnation; and

WHEREAS, the City desires to acquire easements, temporary Construction easements, and/or real property for the Fanning Wash Culvert at Steves Blvd. Project.

ENACTMENTS:

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

SECTION 1. In General.

The Flagstaff City Council hereby finds that acquisition of the easements and other real property interests described and depicted in the attached Exhibits 1 and 2 are necessary for a public use, the Fanning Wash Culvert at Steves Blvd. Project ("the Property Interests"). The Property Interests may be acquired through purchase, exchange, gift, donation, dedication, or condemnation for a public use.

SECTION 2. Delegation of Authority

The Mayor, City Manager, Planning and Services Director, Real Estate Manager, City Attorney, and/ or their delegates or agents, are hereby authorized and directed to take all steps, and execute all documents necessary to acquire the Property Interests, and to carry out the purpose and intent of this resolution.

The Real Estate Manager is delegated authority to negotiate with property owners for final purchase price or conditions and is authorized to execute purchase contracts for acquisition of Property Interests at a price reasonably consistent with appraised value with approval of City Manager or Council.

SECTION 3. Subsequent Council Approvals.

Any real property or easements acquired pursuant to this ordinance will be presented to the City Council at a council meeting for formal acceptance.

SECTION 4. Severability.

That if any section, subsection, sentence, clause or phrase or portion of this ordinance or any part of the City Code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court or competent jurisdiction, such decision shall not affect the validity of the remining portions thereof.

SECTION 5. Effective Date.

This ordinance shall become effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 20th day of October, 2026.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
Exhibit 1 Chart listing property interests to be acquired
Exhibit 2 Legal Description of Property Interests

EXHIBIT 1

Chart listing Property Interests to be acquired

Assessor's Parcel Number	Owner Site Address/ Owner Address	Interests Being Acquired
108-27-017	**Jones Family Trust DTD 09-16-24** 2351 E. Forest Heights Dr. Flagstaff, AZ 86004	1. Drainage Easement

EXHIBIT A

LEGAL DESCRIPTION

All that portion of Lot 42, Skyline Estates as recorded in Case 4, Map 96, Coconino County Recorder's Office, Situated in Section 12, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, more particularly described as follows:

BEGINNING at the northeast corner of said Lot 42;

Thence South 00° 04' 00" West, along the east line of said Lot 42, a distance of 66.79 feet;

Thence North 41° 28' 52" West, a distance of 89.24 feet to a point on the north line of said Lot 42;

Thence South 89° 56' 00" East, along said north line, a distance of 59.19 feet to the POINT OF BEGINNING.

Containing 1976.65 sf. or 0.045 Acres more or less.



05/19/26
NES# 1450-01
1450-01 Lot 42 Easement.docx

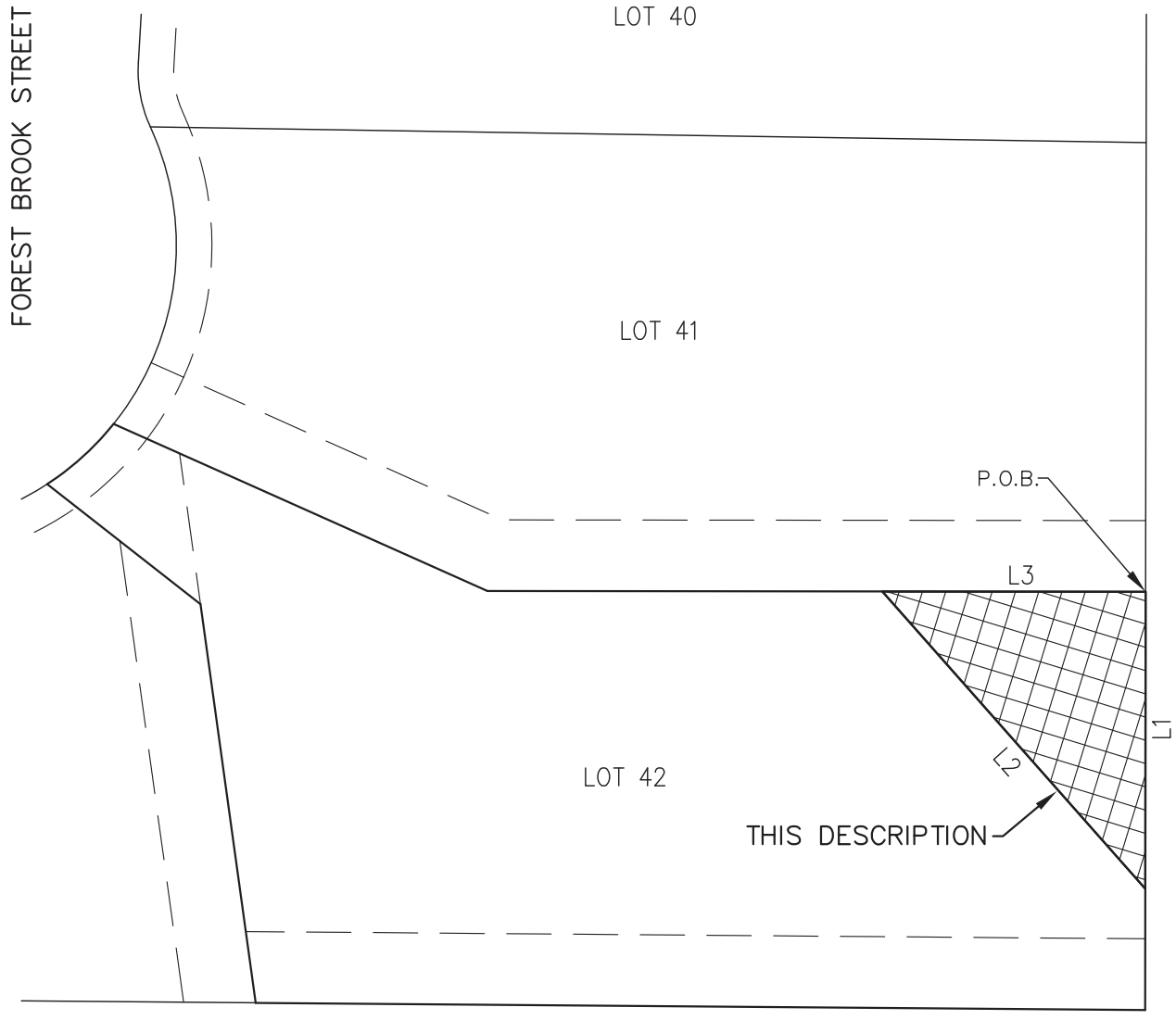
EXHIBIT B

MAP TO ACCOMPANY LEGAL DESCRIPTION

SCALE: 1"=40'

LINE	BEARING	DISTANCE
L1	S00°04'00"W	66.79'
L2	N41°28'52"W	89.24'
L3	S89°56'00"E	59.19'

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CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Bryce Doty, Real Estate Manager

Co-Submitter: Christine Cameron

Date: 09/24/2026

Meeting Date: 10/06/2026

TITLE:

Consideration and Approval of Contract: Real Estate Purchase and Sale Agreement between the City of Flagstaff and BNSF Railway Company for real property required for the Rio de Flag and Lone Tree Overpass Projects.

STAFF RECOMMENDED ACTION:

Approve the Real Estate Purchase and Sale Agreement.

Executive Summary:

The City of Flagstaff and BNSF Railway (BNSF) are seeking to execute a Real Estate Purchase and Sale Agreement as a necessary action for construction of two City Capital Improvement projects, the Rio de Flag Flood Control Project and the Lone Tree Overpass Project. Both projects have significant components which cross underneath, above, and at surface grade of BNSF property in central Flagstaff. This agreement will be a part of the BNSF Construction and Maintenance Agreement, which City staff in Capital Improvements, Legal, and Real Estate have worked to complete with BNSF. Aside from these fee simple interests, acquisition of required easements from BNSF will be executed through subsequent agreements presented to Council.

In this purchase agreement, the City is acquiring 14.28 acres of BNSF property immediately south of the railway corridor and north of Butler Avenue between Elden Street to the west and Sawmill Road to the east for $6,850,000. The Rio de Flag Flood Control Project will fund the purchase of 4.13 acres for project impacts, and Lone Tree Overpass funds will cover the remaining 10.15 acres. Because these projects result in a loss of rail access, BNSF required the City to include in the purchase uneconomic remnant sections and full parcels that serve no future rail use. These remnant lands offer opportunities to provide access to existing property owners and redevelopment opportunities close to downtown which can advance a number of community priorities.

Financial Impact:

The cost of the acquisition will be split between the Rio de Flag Flood Control Project and the Lone Tree Overpass Project based on area impact.

Project Name: Lone Tree Overpass Project Cost: $4,828,872.55
Account Number Budgeted: 047-10-112-3054-6
FY Budgeted Amount 2026-2027: $28,749,900

Project Name: Rio de Flag Flood Control Project Cost: $1,981,127.45
Account Number Budgeted: 206-08-385-3236-0
FY Budgeted Amount 2026-2027: $9,781,000

Policy Impact:
None.

Previous Council Decision or Community Discussion:
Yes, City Council has approved many agreements, ordinances/resolutions, and contracts pertaining to the Rio de Flag Project and Lone Tree Project over the previous 20 years.

Options and Alternatives to Recommended Action:
The Lone Tree Overpass and Rio de Flag Projects cannot proceed as designed without acquiring this real estate from BNSF.

Background and History:
The Rio de Flag Project and Lone Tree Project have been long-term planning and design efforts for the Flagstaff community. The goal of these projects is to provide flood mitigation to central Flagstaff and connectivity and safety for the City's multimodal and vehicular transportation network.

Connection to PBB Priorities and Objectives:

- Deliver outstanding services to residents through a healthy, well maintained infrastructure system.
- Strengthen Flagstaff's resilience to climate change impacts on built, natural, economic, health, & social systems.

Connection to Regional Plan:

- Manage watersheds and stormwater to address flooding concerns, water quality, environmental protections, and rainwater harvesting.
- Increase the region's preparedness for extreme climate events.
- Incorporate pedestrian access, trails, and watchable wildlife opportunities into natural watercourses when practical.
- Improve mobility and access throughout the region.
- Increase the availability and use of pedestrian infrastructure, including FUTS, as a critical element of a safe and livable community.

Connection to Carbon Neutrality Plan:

- Encourage vibrancy, appropriate density, and attainability in existing neighborhoods, so that more residents live within walking distance of their daily needs.
- Create inclusive networks for walking and biking that are continuous, attractive, safe, comprehensive, and convenient for people of all ages.

Connection to 10-Year Housing Plan:
None

Connection to Division Specific Plan:
None

Attachments: Purchase Agreement
Presentation

BNSF RAILWAY COMPANY

REAL ESTATE PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement ("**Agreement**") is entered into as of the Effective Date (defined below) between **CITY OF FLAGSTAFF, AN ARIZONA MUNICIPAL CORPORATION** ("**Buyer**") and **BNSF RAILWAY COMPANY** ("**Seller**"). This Agreement shall not be binding upon either party unless and until both parties have executed and delivered this Agreement. The submission of this document by Seller to Buyer shall not constitute an offer to sell by Seller.

In consideration of the mutual covenants set forth in this Agreement and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

GENERAL TERMS AND DEFINITIONS

1. The following terms shall have the meanings set forth below:

Closing. The consummation of the transaction contemplated by this Agreement, which shall be deemed to have occurred when both parties have delivered the items contemplated in Section 4 of this Agreement.

Closing Date Notwithstanding, anything herein, this sale shall close on or before ~~November 27, 2026~~ October 16, 2026. Seller shall have the right to extend the closing up to ninety (90) days, at Seller's sole judgment.

Earnest Money The cash sum of ~~_____~~ Six Hundred Eighty-Five Thousand and 0/100 Dollars ~~($_____)~~ ($685,000.00) made payable to BNSF Railway Company.

Effective Date The date of Seller's execution of this Agreement as indicated below Seller's signature hereto.

Property That parcel of land situated in or near the City of Flagstaff, County of Coconino and State of Arizona, shown hatched black on map marked Exhibit A dated 10/26/2023 attached hereto and made a part hereof, subject to revision as set forth below in Section 3.

Purchase Price The sum of Six Million Eight Hundred Fifty Thousand and 00/100 Dollars ($6,850,000.00).

Review Period The period commencing on the Effective Date and expiring at 5:00 p.m. central time on the date that is ~~sixty~~ fifteen (15~~60~~) days after the Effective Date.

PURCHASE AND SALE

2. (a) Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase and accept from Seller, for the Purchase Price, all of Seller's right, title and interest (if any), in and to the Property.

(b) The balance of the Purchase Price shall be paid at Closing as provided below.

INSPECTION

3. (a) Buyer, at Buyer's sole cost and expense, shall conduct surface soil, subsurface soil, soil gas, and groundwater sampling of the Property as part of a Phase 2 environmental investigation of the Property. ~~Buyer acknowledges that it has elected to limit the scope of its environmental investigations and inspections and accepts the risk that environmental conditions may exist in areas of the Property not investigated by Buyer. Buyer shall not rely upon, and hereby waives and releases any claim against Seller arising from, the fact that Buyer's environmental investigation did not encompass the entirety of the Property.~~ Prior to commencement of the sampling, Buyer is required to obtain a Permit as described in 3(d). The sampling plan must include the collection of soil, groundwater and vapor intrusion samples from all areas of the Premises, with an emphasis on all previous operational areas. The work plan must further provide for the proper characterization and offsite disposal of all investigation derived waste including, but not limited to, purge water and drill cuttings. Buyer must submit the Phase 2 findings to Seller no later than sixty (60) days prior to Closing. Upon Buyer's and Seller's review of the findings, either of Buyer or Seller may elect to terminate this transaction without any reimbursement to Buyer for the Phase 2 work. If either party elects to terminate based on the results of the Phase 2, Buyer will be entitled to receive the return of Buyer's Earnest Money. Buyer acknowledges that it is responsible for the scope of its environmental due diligence, including but not limited to- inspections and investigations~~(e.g., inspections, investigations)~~ and accepts all environmental conditions that may exist on the Property. Buyer shall ~~not~~ rely solely upon~~, and hereby waives and releases any claim against Seller arising from~~ Buyer's environmental due diligence and hereby waives and releases any claim against Seller.

(b) After the Effective Date, Buyer shall, at Buyer's sole cost and expense, cause to be prepared a survey of the Property certified to Seller, Buyer and such other parties as Buyer may choose showing the boundaries of the Property and any improvements located thereon (the "**Survey**"). Said Survey shall be delivered to Seller no later than twenty (20) days prior to the Closing Date. Seller shall have the right to review and require necessary changes to the Survey to more accurately describe the Property and any Easements located thereon. If Seller does not agree that the description of the Property contained on the Survey is the Property Seller wishes to sell or otherwise objects to the Survey then Seller may terminate this Agreement by written notice to Buyer in which case the Earnest Money shall be refunded to Buyer and neither party shall have any further obligation hereunder except those that expressly survive termination. If Seller agrees in writing that the Survey description is accurate then the description thereon shall be the definition of the Property for all purposes under this Agreement. In the event a city, county, or other governing authority where the Property is located (a "**Municipality**") requires a survey or plat to convey the Property (a "**Plat**"), the Buyer shall obtain, at Buyer's sole cost and expense, such Plat and the approval of such Municipality. Seller's obligations hereunder are conditioned upon Seller's approval of the Plat approved by the Municipality. Buyer shall provide the proposed Plat to Seller prior to submission to the Municipality and prior to the expiration of the Review Period.

(c) Buyer shall have until the end of the Review Period to examine title to the Property. If Buyer elects to obtain a title commitment for the Property Buyer may deliver to Seller no later than the expiration of the Review Period written notice of any objections to the status of title or matters reflected on the Survey that Buyer may have together with a copy of such title commitment, Survey and all matters referenced therein. Seller shall have no obligation to cure any such objection. If Seller notifies Buyer in writing that Seller will cure any such objection Seller (a) shall make good faith efforts to cure such matter by the Closing Date and if not cured by such date Buyer may terminate this Agreement in which case the Earnest Money shall be refunded to Buyer and neither party shall have any further obligation hereunder except those that expressly survive termination, and (b) may effect such cure by causing the title company issuing the title

commitment to remove such matter as an exception from coverage by paying additional premium therefor or otherwise. If Seller at any time notifies Buyer in writing that Seller is not willing or able to cure any of the such objections (including those which Seller has previously endeavored to cure) then Buyer or Seller may terminate this Agreement by written notice to the other delivered within five (5) days after Seller so notifies Buyer that Seller is unwilling or unable to cure such objection. In the event of such termination, the Earnest Money shall be refunded to Buyer and neither party shall have any further obligation hereunder except those that expressly survive termination. If this Agreement is not so terminated, the parties shall proceed to Closing according to the remaining provisions of this Agreement.

(d) Prior to any entry upon the Property by Buyer, the surveyor preparing the Survey or other individuals on behalf of Buyer (e.g. Environmental testing), Buyer shall obtain all required access Permits and/or Licenses by completing the application process via https://railpermitting.com. The terms and provisions of the issued Permits and/or Licenses are incorporated herein, shall survive the Closing, shall not be merged into the Deed or any document delivered at Closing and shall survive any termination of this Agreement. Notwithstanding anything in this Agreement to the contrary, including the provisions of Section 6(a), nothing in this Agreement or the exercise of any remedy by Seller under this Agreement shall limit or affect in any manner any remedy available to Seller under the issued Permits and/or Licenses.

(e) Notwithstanding the foregoing provisions of Section 3(b), Buyer shall not be entitled to object to any judgment against Seller which may appear of record as a lien against the Property. Seller shall pay such lien if and when it is judicially determined to be valid, and Seller hereby indemnifies the Buyer for all loss arising out of Seller's failure to have a judgment lien so settled and satisfied.

CLOSING

4. (a) Subject to the terms of this Agreement, the Closing shall occur on the Closing Date. On or before the Closing Date Buyer shall (1) pay the Purchase Price, less the Earnest Money to Seller in cash, by certified check made payable to BNSF Railway Company or by wire transfer to Seller's account as designated by Seller and the Earnest Money shall become the property of Seller and no longer subject to the terms of this Agreement, and (2) such other affidavits or certificates as is reasonably necessary or customary to consummate the transaction. After Buyer has delivered the foregoing items, Seller shall deliver to Buyer (1) a Quitclaim Deed in recordable form, subject to all matters of record and restating the exceptions and reservations set forth in Section 8 (the "**Deed**") conveying to Buyer Seller's interest, if any, in and to the Property, and (2) such other affidavits and certificates as is reasonably necessary or customary to consummate the transaction in form and substance acceptable to Seller.

~~ADD FOR ASSIGNMENT OF LEASES [(b) On or before the Closing Date, the parties shall execute and deliver an assignment and assumption agreement whereby Seller shall assign to Buyer, and Buyer shall assume the obligations of Seller from and after the Closing Date, in and to the following leases with the following tenants: _____ [Insert Lease No., Lease date and Tenant for each lease] _____ affecting the Property (the "**Assignment**"). All rent due and payable under such leases after the Closing Date shall belong to Buyer. Buyer shall receive a refund post-Closing equal to the amount of rents in excess of $500.00 per lease received by Seller prior to the Closing Date that are attributable to periods after Closing. Rents received by Seller attributable to periods after Closing but less than $500.00 per lease, or attributable to periods prior to Closing shall be retained by Seller.]~~

PRORATIONS AND CLOSING COSTS

5. (a) Real estate taxes and assessments payable or paid in the year of Closing shall be prorated by Seller and Buyer as of the Closing Date on the basis of the most recent ascertainable taxes assessed against the Property. If the Property is not separately assessed for tax purposes then there shall be no proration of taxes between Buyer and Seller, the parties shall cooperate post-Closing to cause the Property to be separately assessed and each party shall indemnify the other for any failure to pay real estate taxes and assessments due with respect to the properties constituting the tax parcel to which the Property is a part. Notwithstanding the foregoing, there shall be no proration for taxes to the extent the payment of same has been assumed by a tenant under an existing lease to be assigned to Buyer. All outstanding assessments on the Property levied or due in the year of Closing and afterward shall be paid by Buyer.

(b) The parties shall cooperate so that utilities serving the Property that are not the responsibility of a tenant under a lease to be assigned to Buyer at Closing, to the extent feasible, shall be switched into the name of Buyer as of the Closing Date, so that a final statement can be issued to Seller for the billing period ending on the Closing Date, and so that the first day of the first billing cycle in Buyer's name can begin on the Closing Date. If, however, the final statement covering the final period of ownership by Seller also includes periods of ownership by Buyer, Buyer shall pay Seller at Closing the amount attributable to Buyer's period of ownership. Buyer shall be responsible to pay all utilities serving the Property due after Closing.

(c) Buyer shall pay all closing costs associated with Closing including, but not limited to, any escrow fees, documentary stamps and other recording costs associated with this transaction, excise taxes, the cost of any state, county or local transfer taxes, the cost of the Survey, and the costs associated with any title insurance obtained by Buyer.

(d) If any real estate broker or agent can establish a valid claim for commission or other compensation as a result of Buyer having used their services in connection with the purchase of the Property, all such commission or other compensation shall be paid by Buyer. Seller shall not be liable for any real estate commissions or finders fees to any party with respect to the sale of the Property, except amounts due to Jones Lang LaSalle Brokerage Inc. ("**Broker**") pursuant to a separate agreement. Buyer acknowledges that Broker has advised, and hereby advises, Buyer that the Broker is acting as on behalf of the Seller, with the duty to represent Seller's interest, and Broker is not the agent of the Buyer. If a policy of title insurance is to be obtained, Buyer should obtain a commitment for title insurance which should be examined prior to closing by an attorney of Buyer's choice. Prior to the execution of this Agreement, Broker has advised and hereby advises the principals of this transaction, that this Agreement is binding on them, and the principals hereby acknowledge that they have been so advised. Broker has no authority to execute any document on behalf of Seller, make representations on behalf of Seller or bind Seller in any manner.

(e) The obligations of the parties in this Section 5, to the extent incurred, shall survive any termination of this Agreement.

DEFAULT AND REMEDIES

6. (a) In the event of a default by Buyer under the terms of this Agreement, Seller's sole and exclusive remedies shall be: (a) terminate this Agreement whereupon the parties shall have no further obligations hereunder except those that expressly survive termination, or (b) waive such default and proceed Closing, or (c) obtain specific performance of this Agreement. If Seller terminates this Agreement as provided in the previous sentence Seller shall be entitled to retain the Earnest Money. Notwithstanding the

foregoing, nothing contained herein shall waive or diminish any right or remedy Seller may have at law or in equity for Buyer's default or breach of any obligation hereunder to be performed by Buyer after Closing. It is hereby agreed that Seller's damages in the event of a default by Buyer hereunder are uncertain and difficult to ascertain, and that the Earnest Money constitutes a reasonable liquidation of such damages and is intended not as a penalty, but as liquidated damages.

(b) In the event of a default by Seller under the terms of this Agreement, Buyer's sole and exclusive remedies hereunder shall be to terminate this Agreement and receive a refund of the Earnest Money. Upon such termination and the payment of such sums by Seller the parties shall have no further obligations hereunder except those that expressly survive termination. Notwithstanding the foregoing, nothing contained herein shall waive or diminish any right or remedy Buyer may have at law or in equity for Seller's default or breach of any obligation hereunder to be performed by Seller after Closing.

NATURE OF SALE

7. Buyer has been allowed to make an inspection of the Property. **BUYER IS PURCHASING THE PROPERTY ON AN "AS-IS WITH ALL FAULTS" BASIS WITH ANY AND ALL PATENT AND LATENT DEFECTS, INCLUDING THOSE RELATING TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY, AND IS NOT RELYING ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER FROM SELLER AS TO ANY MATTERS CONCERNING THE PROPERTY,** including, but not limited to the physical condition of the Property; zoning status; tax consequences of this transaction; utilities; operating history or projections or valuation; compliance by the Property with Environmental Laws (defined below) or other laws, statutes, ordinances, decrees, regulations and other requirements applicable to the Property; the presence of any Hazardous Substances (defined below), wetlands, asbestos, lead, lead-based paint or other lead containing structures, urea formaldehyde, or other environmentally sensitive building materials in, on, under, or in proximity to the Property; the condition or existence of any of the above ground or underground structures or improvements, including tanks and transformers in, on or under the Property; the condition of title to the Property, and the leases, easements, permits, orders, licenses, or other agreements, affecting the Property (collectively, the "**Condition of the Property**"). Buyer represents and warrants to Seller that Buyer has not relied and will not rely on, and Seller is not liable for or bound by, any warranties, guaranties, statements, representations or information pertaining to the Property or relating thereto (including specifically, without limitation, Property information packages distributed with respect to the Property) made or furnished by Seller, the manager of the Property, or any real estate broker or agent representing or purporting to represent Seller, to whomever made or given, directly or indirectly, orally or in writing. Buyer assumes the risk that Hazardous Substances or other adverse matters may affect the Property that were not revealed by Buyer's inspection and indemnifies, holds harmless and hereby waives, releases and discharges forever Seller and Seller's officers, directors, shareholders, employees and agents (collectively, "**Indemnitees**") from any and all present or future claims or demands, and any and all damages, Losses, injuries, liabilities, causes of actions (including, without limitation, causes of action in tort or asserting a constitutional claim) costs and expenses (including, without limitation fines, penalties and judgments, and attorneys' fees) of any and every kind or character, known or unknown, arising from or in any way related to the Condition of the Property or alleged presence, use, storage, generation, manufacture, transport, release, leak, spill, disposal or other handling of any Hazardous Substances in, on or under the Property. Losses shall include without limitation (a) the cost of any investigation, removal, remedial, restoration or other response action that is required by any Environmental Law, that is required by judicial order or by order of or agreement with any governmental authority, or that is necessary or otherwise is reasonable under the circumstances, (b) capital expenditures necessary to cause the Seller remaining property or the operations or business of the Seller on its remaining property to be in compliance with the requirements of any Environmental Law, (c) Losses for or related to injury or death of any person, (d) Losses for or related to injury or damage to animal or plant

life, natural resources or the environment, and (e) Losses arising under any Environmental Law enacted after transfer. The rights of Seller under this section shall be in addition to and not in lieu of any other rights or remedies to which it may be entitled under this document or otherwise. This indemnity specifically includes the obligation of Buyer to remove, close, remediate, reimburse or take other actions requested or required by any governmental agency concerning any Hazardous Substances on the Property. The term "**Environmental Law**" means any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law relating in any way to human health, occupational safety, natural resources, plant or animal life or the environment, including without limitation, principles of common law and equity, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, and any similar or comparable state or local law. The term "**Hazardous Substance**" means any hazardous, toxic, radioactive or infectious substance, material or waste as defined, listed or regulated under any Environmental Law, and includes without limitation petroleum oil and any of its fractions. The provisions of this Section 7 shall be binding on Buyer, and its heirs, successors and assigns, shall be included in the Deed and shall be covenants running with the land.

Buyer acknowledges that the Property has been used for industrial or commercial purposes and that there are, or may be, environmental impacts. Buyer will exercise due care and manage any and all such environmental impacts ~~, including, but not limited to those identified in the report attached as **Exhibit ____** *[if applicable]*,~~ by addressing, and/or excavating and properly disposing of, any and all impacted soils and/or ground water in accordance with appropriate standards acceptable to the state(s) where the Property is located, at Buyer's sole cost. Any development of the Property shall be designed and constructed in such a way that the environmental condition is not exacerbated or Hazardous Substances are not released into improvements or the environment in excess of applicable standards or would otherwise create a nuisance. Such development, design and construction shall be reviewed and so certified by an environmental engineering professional. Any and all costs or expenses of development, including costs or expenses attributable in any manner to the environmental condition of the Property, shall be at Buyer's sole cost without recourse to or reimbursement from Seller.

RESERVATIONS

8. The obligations in this Section 8 shall be binding upon Buyer and its heirs, successors and assigns, shall be included in the Deed and shall be covenants running with the land benefiting Seller and Seller's successors and assigns. For purposes of this Section 8, Grantor shall mean Seller and Grantee shall mean Buyer. Buyer may object to the reservations set forth in Section 8(a) below in accordance with the provision of Section 3 and if Seller is unwilling or unable to cure such objection either party may terminate this Agreement as set forth in Section 3.

(a) Grantee's interest shall be subject to the rights and interests of Grantor, Grantor's licensees, permittees and other third parties in and to all existing driveways, roads, utilities, fiber optic lines, tracks, wires and easements of any kind whatsoever on the Property whether owned, operated, used or maintained by the Grantor, Grantor's licensees, permittees or other third parties and whether or not of public record. Grantor shall have a perpetual easement on the Property for the use of such existing driveways, roads, utilities, fiber optic lines, tracks, wires and easements by Grantor and Grantor's licensees, permittees and customers. Grantor shall have a non-exclusive easement for the construction, maintenance and operation of one or more pipelines or fiber optic lines and any and all communications facilities as may be located in the future on the Property within 60 feet of the center line of any Main Track on or adjacent to the Property and as may be presently located on the Property.

(b) Grantee's interest shall be subject to a reservation to Grantor of all coal, oil, gas, casing-head gas and all ores and minerals of every kind and nature including sand and gravel underlying the surface of

the Property, together with the full right, privilege and license at any and all times to explore, or drill for and to protect, conserve, mine, take, remove and market any and all such products in any manner which will not damage structures on the surface of the Property, together with the right of access at all times to exercise said rights.

(c) Any improvements constructed or altered on the Property after the date Grantor quitclaims its interest to Grantee shall be constructed or altered in such a manner to provide adequate drainage of water away from any of Grantor's railroad tracks on nearby property.

(d) ***Grantor reserves unto itself, its successors and assigns, in perpetuity, any and all non-riparian water and water rights associated with the Property, including but not limited to, any and all ditches and ditch rights, water wells, springs, diversion works, water lines, pipes, pumps, motors, generators, electrical gear and wires, and any related equipment and improvements whatsoever, historically used upon or associated with the Property, including all mutual water company shares, ditch shares, water service agreements and contracts, and water claims, and including but not limited to, all unappropriated, undeveloped or unused water and water rights associated with or underlying the Property, and the exclusive right to develop and take water from the Property by any means, and including all appropriations, priorities, permits and certificates which are appurtenant to, associated with, used upon, flowing over, under, or lying on, in, or under the Property, together with the perpetual right to construct, install, operate, replace, rework, reconstruct, rehabilitate and maintain any and all water diversion, production, and transportation structures, equipment, improvements and piping, including but not limited to, headgates, diversion structures, water wells, water well houses, water well casing, water well screens, spring collection galleries, sumps, water pipes, and related electrical gear and wires, and to construct, install, operate and maintain water pumps and hydroelectric generation equipment and all equipment necessary, convenient or related to the production, transportation or delivery of water from, on, under or across the Property, or any portion thereof.*~~]~~

(e) For 99 years after the Closing Date, Grantee covenants and agrees that the Property shall be used solely for non-residential purposes and that the groundwater will not be used for drinking water or irrigation purposes.

REPRESENTATIONS

9. Buyer represents and warrants to Seller that if Buyer is other than a natural person or persons that it is a validly formed municipality ~~[corporation, limited partnership, limited liability company, etc.]~~ under the laws of the State of ~~_____;~~ Arizona; that it is in good standing in the state of its organization and in the state in which the Property is located; that it has all requisite authorizations to enter into this Agreement; and that the parties executing this Agreement on behalf of Buyer are duly authorized to so do. Buyer represents and warrants to Seller that it is not subject to any bankruptcy proceeding. Seller represents and warrants to Buyer that it is a validly formed corporation under the laws of the State of Delaware; that it is in good standing in the state of its organization and in the state in which the Property is located; that it is not subject to any bankruptcy proceeding; that it has all requisite corporate authorizations to enter into this Agreement; and that the parties executing this Agreement on behalf of Seller are duly authorized to so do. It shall be a condition of each party's obligations to Close this transaction that the representations and warranties of the other party contained herein are true and accurate as of Closing, provided, however that if one party waives such condition by proceeding to Close with knowledge that any of the second party's representations or warranties are inaccurate, the second party shall have no liability with respect to such inaccuracy known by the first party.

MISCELLANEOUS

10. (a) Any notice under this Agreement must be written. Notices must be either (i) hand-delivered; (ii) placed in the United States certified mail, return receipt requested, addressed to the recipient; (iii) deposited with a nationally recognized overnight delivery service, addressed to the recipient as specified below; or (iv) telecopied by facsimile transmission to the party at the telecopy number listed below, provided that such transmission is followed with a copy sent by overnight delivery or regular mail to the address specified below. Any notice is effective upon deposit with the U.S. Postal Service or with the overnight delivery service, as applicable; all other notices are effective when received. All notices shall be addressed to the address of the recipient indicated below the signature of such party below. Either party may change its address for notice by proper notice to the other party.

(b) If the approval of any governmental agency is required for the sale of Seller's interest (if any) in the Property, it is understood and agreed that Seller's obligations under this Agreement are conditioned upon obtaining such approval and that both parties shall use good faith efforts to obtain such approval. If such approval cannot be obtained by the Closing Date, Seller may elect to extend the Closing Date to a date no later than ninety (90) days after the original Closing Date. In the event said approval cannot be obtained by such extended date, either party may terminate this Agreement without liability to the other, except that the Earnest Money shall be refunded to Buyer and thereafter neither party shall have any obligation hereunder except those that expressly survive termination.

(c) Nothing in this Agreement shall prevent Seller from discontinuing service over any railroad line or lines by which rail service may be provided to the Property.

(d) If, prior to Closing, the Property or any portion thereof is destroyed or damaged, or becomes subject to a taking by virtue of eminent domain to any extent whatsoever then either party may terminate this Agreement by written notice to the other within thirty (30) days after notice of such fact (but in any event prior to Closing). If so terminated, the Earnest Money shall be refunded to Buyer and neither party shall have any further obligations hereunder except those that expressly survive termination. If not so terminated the parties shall proceed with the Closing.

(e) Time is of the essence of each of the party's respective obligations under this Agreement. Whenever a date specified in this Agreement falls on a Saturday, Sunday, or federal holiday, the date will be extended to the next business day.

(f) This Agreement contains the entire Agreement between Seller and Buyer with respect to the Property. Oral statements or prior written matters not specifically incorporated into this Agreement are superceded hereby. No variation, modification, or change to this Agreement shall bind either party unless set forth in a document signed by both parties. No failure or delay of either party in exercising any right, power or privilege hereunder shall operate as a waiver of such party's right to require strict compliance with any term of this Agreement. The captions above the section numbers of this Agreement are for reference only and do not modify or affect this Agreement. Each party has had the opportunity to have counsel review this Agreement and, therefore, no rule of construction that any ambiguities are to be resolved against the drafting party must not be employed to interpret this Agreement or any closing document. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute the same Agreement. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any term or provision of this Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be held to be invalid or unenforceable, then such term or provision shall be ignored, and to the maximum extent possible, this Agreement (to the extent executed) shall continue in full force and effect, but without giving effect to such term or provision.

(g) Buyer may not assign its interest in this Agreement without Seller's prior written consent. The provisions of this Agreement and, to the extent executed, shall bind Seller, the Buyer, and their heirs, executors, administrators, successors and assigns and shall and inure to the benefit of the Seller, the Buyer and their heirs, executors, administrators, permitted successors and assigns. If Buyer is more than one person or entity, Buyer's obligations under this Agreement and, to the extent executed, shall be joint and several.

(h) This Agreement relates only to land. Unless otherwise herein provided, any conveyance shall exclude Seller's railroad tracks and appurtenances thereto, Seller's buildings and any other improvements on the Property, all of which may be removed by Seller within 90 days following conveyance of the Property, and if not removed, shall be deemed abandoned by the Seller without obligation on the Seller's part and shall thereafter be and become the Property of the Buyer in place. Notwithstanding the foregoing, Seller shall not have to remove any improvements or fixtures for which an easement has been reserved hereunder or in the deed.

(i) Seller is not a foreign person as the term is used and defined in Section 1445 of the Internal Revenue Code of 1986, as amended and the regulations promulgated thereunder. Seller shall, upon request of Buyer, complete an affidavit to this effect and deliver it to Buyer on or before closing of said sale.

(j) The provisions of Sections 5-8 and Section 10 of this Agreement shall survive Closing and shall not be merged into the Deed or any other document delivered at Closing. The provisions of Section 9 of this Agreement shall survive Closing for a period of one year and shall not be merged into the Deed or any other document delivered at Closing. Nothing in this section shall alter any requirement in any other Section of this Agreement for the provisions of such section to be incorporated into the Deed, such as Sections 7 and 8.

(k) If any action at law or in equity is necessary to enforce or interpret this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, costs, and discovery or investigation expenses in addition to any other relief to which that party may be entitled.

(l) SELLER AND BUYER IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUITE OR COUNTERCLAIM ARISING IN CONNECTION WITH, OUT OF OR OTHERWISE RELATING TO, THIS AGREEMENT.

ADMINISTRATIVE FEE

11. Buyer acknowledges that a material consideration for this agreement, without which it would not be made, is the agreement between Buyer and Seller, that the Buyer shall pay upon return of this Agreement signed by Buyer to Seller's Broker a processing fee in the amount of $**2,500.00** over and above the agreed upon Purchase Price. Said fee shall be made payable to BNSF Railway Company by a separate check.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement to be effective as of the Effective Date.

BUYER:

CITY OF FLAGSTAFF, AN ARIZONA MUNICIPAL CORPORATION

Buyer's name as it is to appear on deed
(PRINTED/TYPED)

By:_____
Print Name:_____
Title:_____

Buyer's Address:

_____
_____
_____
Attn:_____
Fax:_____
Phone:_____

Buyer's SSN or EIN:_____

SELLER:

BNSF RAILWAY COMPANY

By:_____
Print Name: Cary Hutchings
Title: General Director, Corporate Real Estate

Seller's Address:

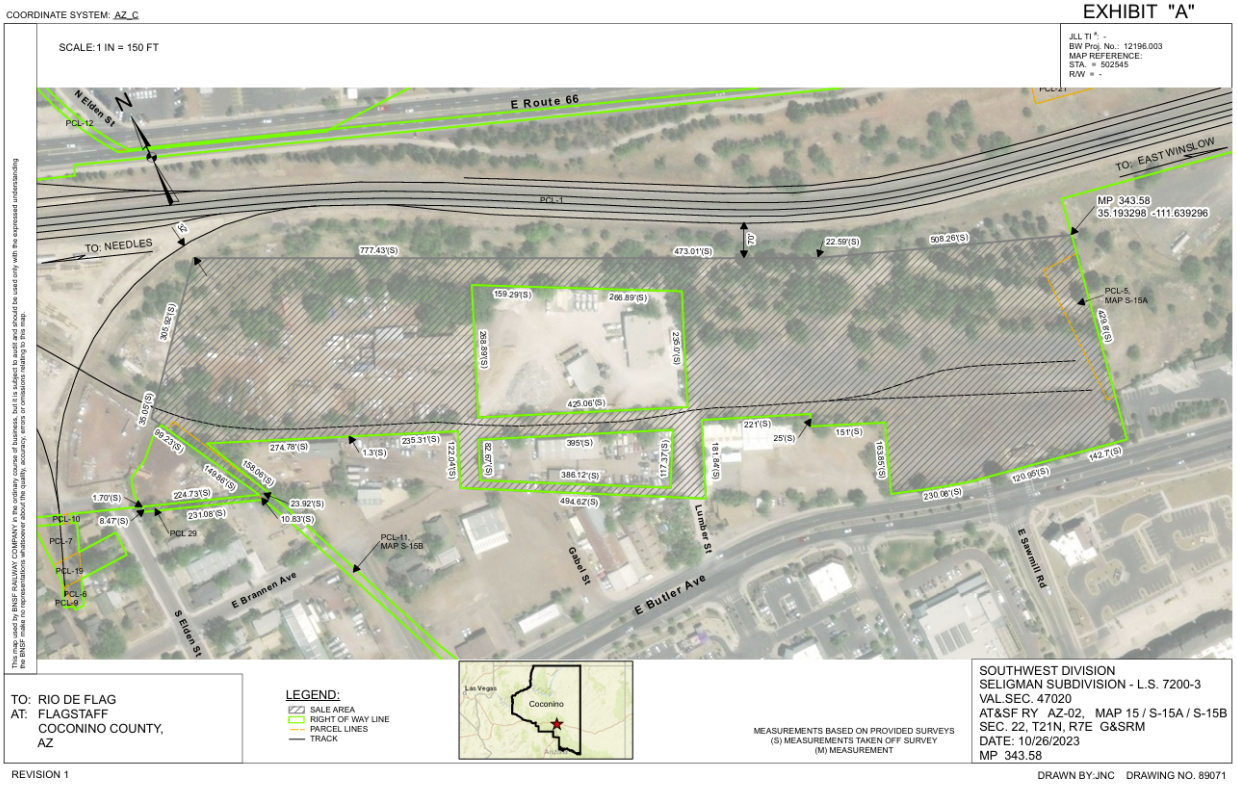
c/o Jones Lang LaSalle Global Services, Inc.
2650 Lou Menk Drive MOB 2
Fort Worth, TX 76131
Attn: Trey Boatman
Phone:404-772-8552

_____

Date of Seller's Execution (Effective Date)

EXHIBIT A

[Attach Map showing Property cross-hatched in black]

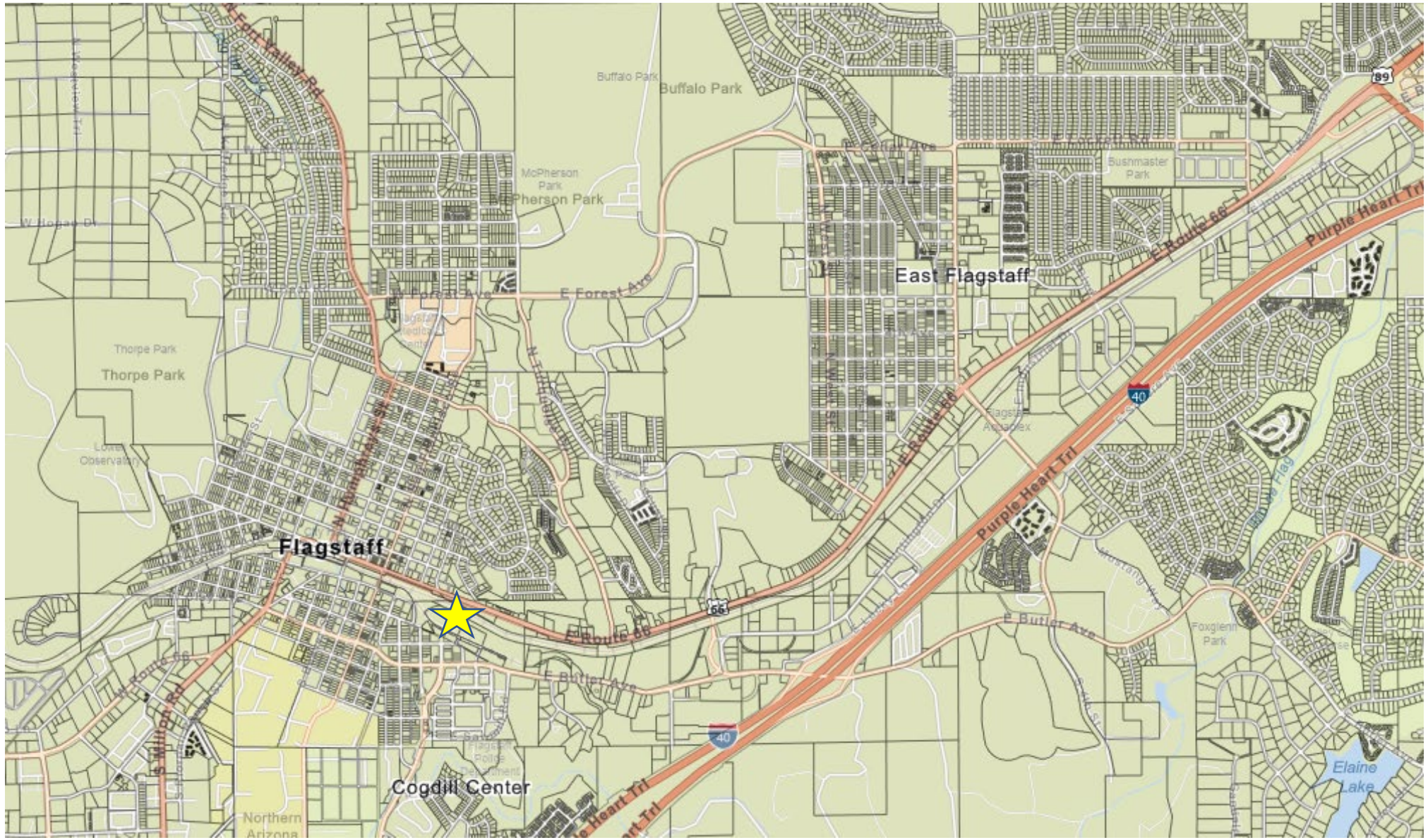


BSNF Purchase for Rio de Flag and Lone Tree Overpass 10/6/2026

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

Vicinity Map



Acquisition Area

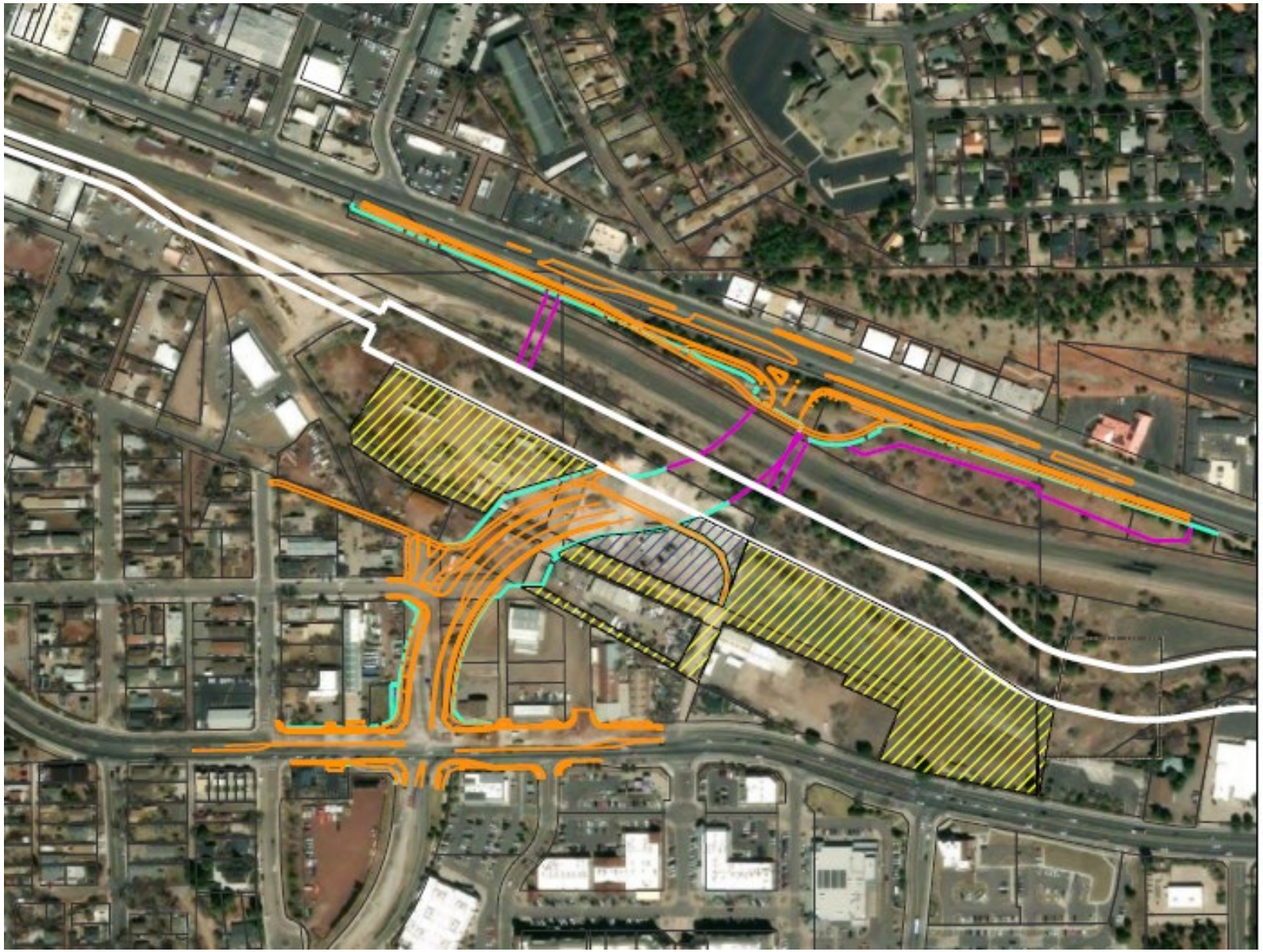


BNSF Purchase Area

Legend

Total Purchase Area
14.28 Acres

Additional Lands Outside of Project Area



Funding

Purchase Price

- **$6,850,000**
- **In line with appraisals the City has received for the property interests**

Funding Sources

- Lone Tree Overpass Project—72%
- Rio de Flag Flood Control Project—28%

Budget Authority had been identified for FY 2026-27.

Post Close Actions

- City will deliver the areas needed for the project through reservations of easement areas.
- Most of the land outside of project limits will be needed during construction for both projects.
- Discussion of development potential for the excess land will be brought to Council at a future date.