CITY COUNCIL REGULAR MEETING AGENDA

REGULAR COUNCIL MEETING
TUESDAY
NOVEMBER 3, 2026

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

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

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 MILAZZO
COUNCILMEMBER SPENCE

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

MISSION STATEMENT

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

LAND ACKNOWLEDGEMENT

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

4. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

A. Consideration and Approval of Minutes: City Council Executive Session of July 31, 2026, Regular Meeting of August 25, 2026, Executive Session of September 8, 2026, Work Session of September 8, 2026, Executive Session of September 22, 2026, and City Council Executive Session of October 5, 2026, 2026.

STAFF RECOMMENDED ACTION:

Approve the minutes of the City Council Executive Session of July 31, 2026, Regular Meeting of August 25, 2026, Executive Session of September 8, 2026, Work Session of September 8, 2026, Executive Session of September 22, 2026, and City Council Executive Session of October 5, 2026, 2026.

5. OPEN CALL TO THE PUBLIC

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

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

6. PROCLAMATIONS AND RECOGNITIONS

A. Proclamation: Native American Heritage Month

Read and present the Proclamation.

B. Proclamation: United Way of Northern Arizona Campaign Month

Read and present the Proclamation.

7. COUNCIL LIAISON REPORTS

8. APPOINTMENTS

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

A. Consideration of Appointments: Beautification and Public Art Commission

STAFF RECOMMENDED ACTION:

1. Councilmember Spence to make one appointment.

9. BINGO LICENSE PUBLIC HEARING

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

STAFF RECOMMENDED ACTION:

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

The City Council has the option to:

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

A. Consideration and Action on Bingo License Application: Housing Solutions of Northern Arizona,1500 E Cedar Ave # 86, Class B Bingo License, New Application

STAFF RECOMMENDED ACTION:

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

10. 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 Cooperative Contract: City Hall Uninterruptible Power Supply (UPS) Replacement with Titan Power, Inc., in the amount of $201,769.99, including applicable sales tax.

STAFF RECOMMENDED ACTION:

Approve the cooperative purchase contract with Titan Power, Inc., for replacement of two City Hall uninterruptible power supply systems and associated equipment and installation services, utilizing City of Phoenix Contract No. 4701010748, in the amount of $201,769.99, including applicable sales tax, and authorize the City Manager to execute the necessary documents.

11. ROUTINE ITEMS

A. Consideration and Adoption of Resolution No. 2026-52 and Ordinance No. 2026-27: 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-26-00136 - Zoning Map Amendment Process" 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. 2026-52
2. Read Ordinance No. 2026-27 by title only for the final time
3. City Clerk reads Ordinance No. 2026-27 by title only (if approved above)
4. Adopt Ordinance No. 2026-27

B. Consideration and Adoption of Resolution No. 2026-51 and Ordinance No. 2026-26: 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-26-00070 Outdoor Lighting Update" 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. 2026-51
2. Read Ordinance No. 2026-26 by title only for the final time
3. City Clerk reads Ordinance No. 2026-26 by title only (if approved above)
4. Adopt Ordinance No. 2026-26

C. Consideration and Adoption of Ordinance No. 2026-28: An ordinance amending the Flagstaff zoning map to rezone approximately 13.01 acres of real property from the Rural Residential (RR) zone with partial Resource Protection Overlay (RPO) to Single-Family Residential (R1) with full RPO.

STAFF RECOMMENDED ACTION:

1. Read Ordinance No. 2026-28 by title only for the final time
2. City Clerk reads Ordinance No. 2026-28 by title only (if approved above)
3. Adopt Ordinance No. 2026-28.

12. REGULAR AGENDA

A. Consideration and Adoption of Resolution No. 2026-53: A resolution approving an amendment to the Cooperative Purchasing Intergovernmental Agreement — Virtual Power Purchase Agreement and adding the City of Phoenix to the statewide consortium.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2026-53 by title only
2. City Clerk reads Resolution No. 2026-53 by title only (if approved above)
3. Adopt Resolution No. 2026-53

B. Consideration and Approval of Settlement in the matter of Standard Construction Company Inc. v. City of Flagstaff, S0300CV202500146, currently pending in Coconino County Superior Court

STAFF RECOMMENDED ACTION:

1. Approve settlement of the matter of Standard Construction Company Inc. v. City of Flagstaff pursuant to the terms discussed in executive session on October 20, 2026 and in the attached settlement agreement, and
2. Authorize and direct the City Attorney to execute all documents and take such other actions as are necessary to finalize the settlement.

C. Consideration and Adoption of Resolution No. 2026-54: A resolution of the Flagstaff City Council, delegating authority to the City Manager to approve awards of funding for affordable projects eligible for payment and/or reimbursement of municipal fees; providing for delegation of authority and establishing an effective date.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2026-54 by title only
2. City Clerk reads Resolution No. 2026-54 by title only (if approved above)
3. Adopt Resolution No. 2026-54

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: Stacy Saltzburg, City Clerk

Date: 10/28/2026

Meeting Date: 11/03/2026

TITLE:

Consideration and Approval of Minutes: City Council Executive Session of July 31, 2026, Regular Meeting of August 25, 2026, Executive Session of September 8, 2026, Work Session of September 8, 2026, Executive Session of September 22, 2026, and City Council Executive Session of October 5, 2026, 2026.

STAFF RECOMMENDED ACTION:

Approve the minutes of the City Council Executive Session of July 31, 2026, Regular Meeting of August 25, 2026, Executive Session of September 8, 2026, Work Session of September 8, 2026, Executive Session of September 22, 2026, and City Council Executive Session of October 5, 2026, 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:

Connection to Regional Plan:

Connection to Carbon Neutrality Plan:

Connection to 10-Year Housing Plan:

Attachments:

07.31.2026 CCSMES
08.25.2026.CCRM
09.08.2026 CCSMES
09.08.2026 CCWS

09.22.2026.CCSMES
10.05.2026.CCSMES

CITY COUNCIL SPECIAL MEETING
TUESDAY, JULY 31, 2026
COUNCIL CHAMBERS
211 WEST ASPEN AVE
1:00 P.M.

1. Call to Order

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

2. Roll Call

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

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

3. Recess into Executive Session

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

Vote: 4 - 0 - Unanimously

Council recessed into Executive Session at 1:01 p.m.

4. Executive Session Confidentiality Statement

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

5. Executive Session:

A. Discussion or consultation for legal advice with the attorney or attorneys of the public body, discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation pursuant to A.R.S. §38-431.03(A)(3), (4), respectively

i. Litigation update.

6. Adjournment

Mayor Daggett reconvened the Special Meeting at 1:43 p.m.

The Special Meeting of the Flagstaff City Council held July 31, 2026, adjourned at 1:44 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on July 31, 2026. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 3rd day of November, 2026

_____
CITY CLERK

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 SPECIAL MEETING
TUESDAY, SEPTEMBER 8, 2026
STAFF CONFERENCE ROOM
211 WEST ASPEN AVE
1:00 P.M.

1. Call to Order

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

2. Roll Call

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

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

3. Recess into Executive Session

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

Vote: 7 - 0 - Unanimously

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

4. Executive Session Confidentiality Statement

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

5. Executive Session:

A. Discussion or consultation for legal advice with the attorney or attorneys of the public body, discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation pursuant to A.R.S. §38-431.03(A)(3), (4), respectively.

i. Litigation update.

6. Reconvene Special Meeting

Mayor Daggett reconvened the Special Meeting at 1:43 p.m.

7. Adjournment

The Special Meeting of the Flagstaff City Council held September 8, 2026, adjourned at 1:43 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 September 8, 2026. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 3rd day of November, 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 COUNCIL SPECIAL MEETING
TUESDAY, SEPTEMBER 22, 2026
STAFF CONFERENCE ROOM
211 WEST ASPEN AVE
1:00 P.M.

1. Call to Order

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

2. Roll Call

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

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

3. Recess into Executive Session

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

Vote: 7 - 0 - Unanimously

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

4. Executive Session Confidentiality Statement

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

5. Executive Session:

A. Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body, except that, with the exception of salary discussions, an officer, appointee or employee may demand that the discussion or consideration occur at a public meeting. The public body shall provide the officer, appointee or employee with written notice of the executive session as is appropriate but not less than twenty-four hours for the officer, appointee or employee to determine whether the discussion or consideration should occur at a public meeting, pursuant to A.R.S. 38-431.03(A)(1).

i. City Manager Evaluation Preparation.

B. Discussion or consultation for legal advice with the attorney or attorneys of the public body, discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation pursuant to A.R.S. §38-431.03(A)(3), (4), respectively.

i. Legal advice, discussion, and consultation regarding Canyon del Rio Development Agreement, as amended.

6. Reconvene Special Meeting

Mayor Daggett reconvened the Special Meeting at 1:32 p.m.

7. Adjournment

The Special Meeting of the Flagstaff City Council held September 22, 2026, adjourned at 1:32 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 September 22, 2026. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 3rd day of November, 2026

_____
CITY CLERK

CITY COUNCIL SPECIAL MEETING
TUESDAY, OCTOBER 5, 2026
STAFF CONFERENCE ROOM
211 WEST ASPEN AVE
11:30 A.M.

1. Call to Order

Mayor Daggett called the Special Meeting to order at 11:33 a.m.

2. Roll Call

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

Present:	Mayor Becky Daggett Vice Mayor Miranda Sweet Councilmember Austin Aslan Councilmember Khara House Councilmember Lori Matthews Councilmember David Spence
Staff:	Joanne Keene, City Manager; Sterling Solomon, City Attorney

3. Recess into Executive Session

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

Vote: 6 - 0 - Unanimously

Council recessed into Executive Session at 11:34 a.m.

4. Executive Session Confidentiality Statement

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

5. Executive Session:

A. Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body, except that, with the exception of salary discussions, an officer, appointee or employee may demand that the discussion or consideration occur at a public meeting. The public body sha l provide the officer, appointee or employee with written notice of the executive session as is appropriate but not less than twenty-four hours for the officer, appointee or employee to determine whether the discussion or consideration should occur at a public meeting, pursuant to A.R.S. §38 431.03(A)(1).

i. Discussion regarding Council vacancy and development of applicant interview questions.

6. Reconvene Special Meeting

Mayor Daggett reconvened the Special Meeting at 1:28 p.m.

7. Mayor and Council possible direction regarding Executive Session

A. Direct and authorize the City Attorney and/or designated city representative to proceed as discussed in executive session items listed in Item(s) 5Ai.

Moved by Councilmember Lori Matthews, **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: 6 - 0 - Unanimously

8. Adjournment

The Special Meeting of the Flagstaff City Council held October 5, 2026, adjourned at 1:29 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 October 5, 2026. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 3rd day of November, 2026

_____
CITY CLERK

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Jessica Matias, Chief of Staff

Date: 10/28/2026

Meeting Date: 11/03/2026

TITLE

Proclamation: Native American Heritage Month

STAFF RECOMMENDED ACTION:

Read and present the Proclamation.

Executive Summary:

Information:

Attachments: Proclamation

City of Flagstaff – Office of the Mayor

Proclamation

WHEREAS, the United States of America was founded on the cognizance that all of us are created equal and deserve equal treatment, equal dignity, and equal opportunity; however, the promise of our Nation has been denied to Indigenous people who have lived on this land since time immemorial. Despite a painful history made clear by unjust Federal policies of assimilation and termination, Indigenous peoples have persevered and claimed resiliency.

WHEREAS, during this month, **the City of Flagstaff celebrates the myriads of contributions of Indigenous peoples past and present, honor the influence they have had on the advancement of our community and Nation, and recommit ourselves to upholding trust and responsibilities, strengthening our relationships, and advancing native self-determination.**

WHEREAS, approximately 12% of the citizens in the City of Flagstaff are members of Indigenous nations in addition to the 14 local nations who hold this land and bordering mountains as sacred. Northern Arizona University and Coconino Community College serve students who are representative of over 145 Indigenous nations. Flagstaff Unified School District has an Indigenous student population of 25%. We also include contributions of our non-human relatives, the animals, those who fly, swim, and the standing green nation of trees and plants.

WHEREAS, we must take this time to honor Indigenous veterans and service members who selflessly continue to serve in our military — including the brave Indigenous Code Talkers in World War I and World War II. For over two centuries, Indigenous peoples have defended our country during every major conflict and continue to serve at a higher rate than any other ethnic group in the Country because their roots are deeply entrenched in this land.

WHEREAS, the Flagstaff City Council established the Indigenous Commission to advise the City Council on issues and methods in promoting diversity, equity, and inclusive planning with Indigenous perspective within the City of Flagstaff; and

WHEREAS, the Indigenous Commission supports the designation of the month of November 2026 as Native American Heritage Month, in unison with all local, Indigenous, state, and national observances.

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

Native American Heritage Month

and encourage our community to learn about and appreciate the history, heritage, and contributions of Native Americans as Indigenous peoples of this great land.

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: 10/28/2026

Meeting Date: 11/03/2026

TITLE

Proclamation: United Way of Northern Arizona Campaign Month

STAFF RECOMMENDED ACTION:

Read and present the Proclamation.

Executive Summary:

Information:

Attachments: Proclamation

City of Flagstaff – Office of the Mayor

Proclamation

WHEREAS, for almost 60 years, United Way of Northern Arizona has united people and resources to address our region's toughest challenges and help communities across Coconino, Navajo and Apache counties thrive; and

WHEREAS, United Way of Northern Arizona focuses its efforts in four areas:
Youth Opportunity, Healthy Communities, Financial Security, and Community Resiliency; and

WHEREAS, through initiatives such as Step Up for Youth and KinderCamp™, United Way of Northern Arizona supports early childhood development, youth mental well-being, and leadership opportunities; and

WHEREAS, United Way of Northern Arizona builds healthy communities and promotes financial security by connecting families with essential resources, including safe housing, reliable access to food, job training and education, and

WHEREAS, in times of emergency, United Way of Northern Arizona strengthens community resiliency by mobilizing volunteers and distributing resources to help our communities respond, recover, and rebuild together; and

WHEREAS, the 2026-2027 United Way of Northern Arizona campaign, *Give Where You Live. United at Its Peak.,* celebrates the power of local giving and collective action to strengthen Northern Arizona; and

WHEREAS, through the collective efforts of community partners, donors, and volunteers, United Way of Northern Arizona strengthens the vitality and connectedness of communities across Northern Arizona.

NOW, THEREFORE, I, Mayor Becky Daggett, Mayor of the City of Flagstaff, Arizona do hereby proclaim October 15-November 15, 2026, as

United Way of Northern Arizona Campaign Month

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: 10/28/2026

Meeting Date: 11/03/2026

TITLE:
Consideration of Appointments: Beautification and Public Art Commission

STAFF RECOMMENDED ACTION:

1. Councilmember Spence to make one appointment.

Executive Summary:
The Beautification and Public Art Commission consists of seven citizens, and recommends expenditures from the BBB beautification fund and the public art portion of the Arts and Science fund. It studies and recommends community beautification projects ranging from landscaping and irrigation, signs and billboards, buildings, street-scapes, gateways, the purchase and installation of public art projects within beautification projects, and property acquisition for beautification and/or public art and neighborhood-initiated projects, to mention a few.

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

There are three (3) applications on file for consideration by the Council as follows:

- Karen Begay (new applicant)
- Sherri Ondrus (new applicant)
- Michele James (new applicant)

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

COUNCIL APPOINTMENT ASSIGNMENT: Councilmember Spence

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

Policy Impact:
None

Previous Council Decision or Community Discussion:
None

Options and Alternatives to Recommended Action:

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

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

Connection to Regional Plan:
None

Connection to Carbon Neutrality Plan:
None

Connection to 10-Year Housing Plan:
None

Attachments: Beautification and Public Art Commission Authority

CHAPTER 2-14
BEAUTIFICATION AND PUBLIC ART COMMISSION

SECTIONS:

2-14-001-0001 CREATION OF COMMISSION:
2-14-001-0002 COMPOSITION AND TERM OF OFFICE:
2-14-001-0003 COMPENSATION OF COMMISSION MEMBERS:
2-14-001-0004 ORGANIZATION:
2-14-001-0005 MEETINGS:
2-14-001-0006 DUTIES:

2-14-001-0001 CREATION OF COMMISSION:

There is hereby established a City Beautification and Public Art Commission. There shall be seven (7) voting members of said Commission who shall meet as hereinafter provided to consider and recommend programs for the expenditure of the beautification and arts and sciences portions of the Bed, Board and Booze Tax allocated under Chapter 3-06, Hospitality Industry Tax Revenues.

"Arts and sciences" means support for Flagstaff arts, scientific and cultural activities, events and organizations to provide direct and indirect citizen participation and enhancement of the overall quality of life and community image including support of public art. (Same meaning as set forth in Section 3-06-001-0001.)

"Beautification" means any modification of the urban physical environment to increase pleasure to the senses or pleasurably exalt the mind or spirit or strengthen the urban design framework of the City (same meaning as set forth in Section 3-06-001-0001). (Ord. 1580, Enacted, 08/02/1988; Ord. 2006-15, Amended, 05/16/2006; Ord. 2007-07, Amended, 02/06/2007; Ord. 2014-28, Amended, 11/18/2014; Ord. 2015-22, Amended, 01/05/2016)

2-14-001-0002 COMPOSITION AND TERM OF OFFICE:

The composition of the membership shall consist of seven (7) members appointed by the City Council.

Each member shall serve three (3) year terms, on a staggered basis. A member’s term in office shall commence with the first regular Commission meeting following the appointment and terminate with the regular Commission meeting at which the successor takes office. No voting member of the Commission may be appointed to more than two (2) full consecutive terms. (Ord. 1580, Enacted, 08/02/1988; Ord. 1674, Amended, 09/18/1990; Ord. 2006-15, Amended, 05/16/2006; Ord. 2007-04, Amended, 02/06/2007; Ord. 2014-28, Amended, 11/18/2014; Ord. 2015-22, Amended, 01/05/2016)

2-14-001-0003 COMPENSATION OF COMMISSION MEMBERS:

Members of the Commission shall serve without compensation. (Ord. 1580, Enacted, 08/02/1988)

2-14-001-0004 ORGANIZATION:

The Commission shall elect a Chairperson from among its members. The term of the Chairperson shall be one year with eligibility for reelection. Commission members may not serve more than two (2) consecutive terms as Chairperson. The Council representative shall not be eligible for the Chair. (Ord. No. 1580, Enacted, 08/02/1988)

2-14-001-0005 MEETINGS:

A. The Commission shall hold at least one (1) regular meeting per month, which shall at all times be open to the public; the time and place of said meeting shall be posted in accordance with the applicable Arizona State Statutes.

B. A quorum consisting of a minimum of four (4) voting members of the Commission shall be required to conduct business. (Ord. 1580, Enacted, 08/02/88; Ord. 2006-15, Amended, 05/16/2006; Ord. 2016-30, Amended, 07/05/2016)

2-14-001-0006 DUTIES:

The duties of the Commission shall be to:

A. The Commission shall be responsible for preparing a five (5) year plan. The five (5) year plan shall be used as a guideline for future programs. Said plan shall be presented to the Council prior to April 1st of each year.

B. Develop and present to City Council an annual plan outlining the Commission's program recommendations for the upcoming fiscal year. Said plan shall be presented to the Council prior to April 1st of each year.

C. Make recommendations to the City Council concerning the annual budgetary allocation of the beautification and public art portions of the Bed, Board and Booze Tax and other monies as deemed appropriate by the City Council, to include, but not be limited to:

1. Purchase, installation or modification of landscaping and irrigation systems;

2. Purchase, removal or modification of billboards and nonconforming signs;

3. Beautification of buildings and facilities, streetscapes and gateways;

4. Purchase and installation of public art projects;

5. Purchase or lease of easements or property necessary for beautification projects.

D. Make recommendations to the City Council for public art projects by:

1. Reviewing and defining potential public art projects and writing project descriptions.

2. Determining the artist selection method and writing the call to artists for public art projects.

3. Evaluating public art proposals for recommendation to the City Council.

4. Facilitating display of local art in public facilities.

Recommendations to City Council are required for a public art proposal when the resulting contract will be fifty thousand dollars ($50,000.00) or more.

E. With respect to the arts and science portion of the Bed, Board and Booze Tax allocated under Chapter 3-06, Hospitality Industry Tax Revenues, the Commission shall make recommendations to the Council concerning the annual budgetary allocation of the arts and science portion of this tax, to include but not be limited to:

1. Developing and supporting the Flagstaff arts, scientific and cultural activities, events and organizations to provide direct and indirect citizen participation, and opportunities for enhancement of the overall quality of life and community image.

2. Developing, acquiring and distributing material to promote arts and science.

3. Developing financial assistance programs to stimulate artistic and scientific activities in Flagstaff.

4. Retaining of appropriate staff to implement approved programs.

F. Perform those additional duties as determined by the City Council, related to the Beautification and Public Art Commission.

G. Contracts for arts and sciences and beautification are subject to procurement under the Procurement Code Manual. In addition, the City Council, City Manager or his or her designee(s) may request the Commission to make recommendations regarding any arts and sciences or beautification proposals. (Ord. No. 1580, Enacted, 08/02/88; Ordinance No. 2006-15, Amended, 05/16/2006; Ord. 2015-22, Amended, 01/05/2016; Ord. 2021-22, Amended, 10/05/2021)

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Jessica Matias, Chief of Staff

Date: 10/28/2026

Meeting Date: 11/03/2026

TITLE:

Consideration and Action on Bingo License Application: Housing Solutions of Northern Arizona,1500 E Cedar Ave # 86, Class B Bingo License, New Application

STAFF RECOMMENDED ACTION:

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

Executive Summary:

The bingo license process begins at the State level and applications are then forwarded to the respective municipality for posting of the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. A Class B Bingo license allows qualified nonprofit organizations to conduct bingo games for fundraising purposes, with annual gross receipts not exceeding $500,000.

The Police Department and Planning and Development Services divisions have reviewed the application and provided their respective reports. No written protests have been received to date.

Financial Impact:

There is no budgetary impact to the City of Flagstaff as this is a recommendation to the State.

Policy Impact:

Not applicable

Previous Council Decision or Community Discussion:

Not applicable

Options and Alternatives to Recommended Action:

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

Connection to PBB Priorities and Objectives:

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

Connection to Regional Plan:

Not applicable

Connection to Carbon Neutrality Plan:
Not applicable

Connection to 10-Year Housing Plan:
Not applicable

Attachments:
Hearing Procedures
PD Memo
Code Memo
Class B Description
Applicant Packet

City of Flagstaff

Bingo License Application
Hearing Procedures

1. When the matter is reached at the Council meeting, the presiding officer will open the public hearing on the item.

2. The presiding officer will then ask whether City staff have information to present to the Council regarding the application. Staff should come forward at this point and present information to the Council in a presentation not exceeding ten (10) minutes. Council may question City staff regarding the testimony or other evidence provided by City staff.

3. Should you wish to address Council about your application you are allotted time to do so after the staff presentation. You are not required to speak but we want to make you aware of the opportunity. Please inform our office if you plan on speaking so we can inform the presiding officer.

4. Other parties, if any, may then testify, limited to three (3) minutes per person. Council may question these parties regarding the testimony they present to the Council.

5. The Applicant may make a concise closing statement to the Council, limited to five (5) minutes. You are not required to do this, but we want to make you aware of the opportunity. Please inform our office if you wish to make a statement. During this statement, Council may ask additional questions of the Applicant.

6. City staff may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of City Staff.

7. The presiding officer will then close the public hearing.

8. The Council will then, by motion, vote to forward the application to the State with a recommendation of approval, disapproval, or shall vote to forward with no recommendation.

FLAGSTAFF POLICE DEPARTMENT
911 SAWMILL RD • FLAGSTAFF, ARIZONA 86001• (928) 779-3646
ADMIN FAX (928)213-3372
TDD 1-800-842-4681

Police Chief
Sean P. Connolly

MEMORANDUM

Memo #26-046

TO: **Stacy Saltzburg**

FROM: **Detective Hyde #600**

DATE: **October 28, 2026**

RE: **New Application – Class B Bingo License Application – Housing Solutions of Northern Arizona**

On October 28th, 2026, I initiated an investigation into a new application for a Class B Bingo License from Matt Bruten on half of Housing Solutions of Northern Arizona. Brenda Silveus (Manager), Kathleen Gimenez (Proceed Coordinator), Amanda Guay (Supervisor), Stacie Stotts (Assistant), and Jennifer Sharp (Assistant) were all listed on the application as persons responsible for the conduct of any game of bingo on behalf of Housing Solutions of Northern Arizona located at 1500 E Cedar Ave Ste. 86, Flagstaff, AZ 86004.

I conducted a query through local systems on Brenda, Kathleen, Amanda, Stacie, and Jennifer. I discovered no derogatory records.

Planning and Development Services Memorandum

To: Stacy Saltzburg, City Clerk

From: Reggie Eccleston, Code Compliance Manager

CC: Michelle McNulty, Planning Director

Date: October 28,2026

Re: Class B Bingo License Application
1500 E Cedar Ave. Ste. 86, Flagstaff, Arizona 86004
Assessor's Parcel Number 109-05-001J
Matt Bruten on behalf of Housing Solutions of Northern Arizona

---

This application is a request for a Class B Bingo license by Matt Bruten on behalf of Housing Solutions of Northern Arizona. This business is located within the Community Commercial district. This district does allow for this use.

There are no active Zoning Code violations associated with the applicant or the property at this time.

5-413. License classification; requirements

A. A class A license may be issued to a person for the conduct of bingo games for which the gross receipts do not exceed $75,000 per year. A class A license shall not be issued to a person who holds a license issued pursuant to title 4 except a club license issued pursuant to section 4-205. For a class A license:

1. Any person may apply as prescribed in this article.

2. The manager, proceeds coordinator, supervisor and assistant are not required to be members or new members.

3. The reporting period is one year, coinciding with the term of the license.

B. A class B license may be issued to a qualified organization for the conduct of bingo games for which the gross receipts do not exceed $500,000 per year. For a class B license:

1. Only a qualified organization may apply.

2. The manager and supervisor shall be members of the licensee.

3. The proceeds coordinator shall be an officer or director and a member of the licensee and is responsible for completion of the required financial report.

4. An assistant shall be a member or new member of the licensee.

5. There are four reporting periods coinciding with the quarters of the term of the license.

C. A class C license may be issued to a qualified organization for the conduct of bingo games for which the gross receipts exceed $500,000 per year. For a class C license:

1. Only a qualified organization may apply.

2. The manager and supervisor shall be members of the licensee.

3. The proceeds coordinator shall be an officer or director and a member of the licensee and is responsible for completion of the required financial report.

4. An assistant shall be a member or new member of the licensee.

5. There are twelve reporting periods coinciding with each month of the term of the license.

CITY OF
FLAGSTAFF

Office of the City Clerk

10/28/2026

Housing Solutions of Northern Arizona
Attn: Devonna McLaughlin (CEO)
1500 E. Cedar Ave. # 86
Flagstaff, AZ. 86004

Dear Ms. McLaughlin,

Your application for a Class B Bingo License for the Housing Solutions of Northern Arizona located at 1500 E. Cedar Ave, # 86, was **posted on September 9, 2024.** The City Council will consider the application at a public hearing during their scheduled Regular City Council Meeting on **Tuesday, November 3, 2026, which is scheduled to begin at 3:00 p.m.**

It is important that you or your representative attend this Council Meeting via video conference (Teams Meeting) or in person and be prepared to answer any questions the City Council may have. Failure to be available for questions could result in a recommendation for denial of your application. We suggest you contact your legal counsel or the Arizona Department of Revenue and at 602-716-7801 to determine the criteria for your license. To help you understand how the public hearing process will be conducted, we are enclosing a copy of the City's Bingo license application hearing procedures.

If you have any questions, please email me at Stacy.Saltzburg@flagstaffaz.gov

Sincerely,

Stacy Saltzburg
City Clerk's Office

Enclosures

City of Flagstaff

Bingo License Application
Hearing Procedures

1. When the matter is reached at the Council meeting, the presiding officer will open the public hearing on the item.

2. The presiding officer will then ask whether City staff have information to present to the Council regarding the application. Staff should come forward at this point and present information to the Council in a presentation not exceeding ten (10) minutes. Council may question City staff regarding the testimony or other evidence provided by City staff.

3. Should you wish to address Council about your application you are allotted time to do so after the staff presentation. You are not required to speak but we want to make you aware of the opportunity. Please inform our office if you plan on speaking so we can inform the presiding officer.

4. Other parties, if any, may then testify, limited to three (3) minutes per person. Council may question these parties regarding the testimony they present to the Council.

5. The Applicant may make a concise closing statement to the Council, limited to five (5) minutes. You are not required to do this, but we want to make you aware of the opportunity. Please inform our office if you wish to make a statement. During this statement, Council may ask additional questions of the Applicant.

6. City staff may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of City Staff.

7. The presiding officer will then close the public hearing.

8. The Council will then, by motion, vote to forward the application to the State with a recommendation of approval, disapproval, or shall vote to forward with no recommendation.

FLAGSTAFF POLICE DEPARTMENT
911 SAWMILL RD • FLAGSTAFF, ARIZONA 86001• (928) 779-3646
ADMIN FAX (928)213-3372
TDD 1-800-842-4681

Police Chief
Sean P. Connolly

MEMORANDUM

Memo #26-046

TO: **Stacy Saltzburg**

FROM: **Detective Hyde #600**

DATE: **October 28, 2026**

RE: **New Application – Class B Bingo License Application – Housing Solutions of Northern Arizona**

On October 28th, 2026, I initiated an investigation into a new application for a Class B Bingo License from Matt Bruten on half of Housing Solutions of Northern Arizona. Brenda Silveus (Manager), Kathleen Gimenez (Proceed Coordinator), Amanda Guay (Supervisor), Stacie Stotts (Assistant), and Jennifer Sharp (Assistant) were all listed on the application as persons responsible for the conduct of any game of bingo on behalf of Housing Solutions of Northern Arizona located at 1500 E Cedar Ave Ste. 86, Flagstaff, AZ 86004.

I conducted a query through local systems on Brenda, Kathleen, Amanda, Stacie, and Jennifer. I discovered no derogatory records.

Planning and Development Services Memorandum

To: Stacy Saltzburg, City Clerk

From: Reggie Eccleston, Code Compliance Manager

CC: Michelle McNulty, Planning Director

Date: October 28,2026

Re: Class B Bingo License Application
1500 E Cedar Ave. Ste. 86, Flagstaff, Arizona 86004
Assessor's Parcel Number 109-05-001J
Matt Bruten on behalf of Housing Solutions of Northern Arizona

---

This application is a request for a Class B Bingo license by Matt Bruten on behalf of Housing Solutions of Northern Arizona. This business is located within the Community Commercial district. This district does allow for this use.

There are no active Zoning Code violations associated with the applicant or the property at this time.

5-413. License classification; requirements

A. A class A license may be issued to a person for the conduct of bingo games for which the gross receipts do not exceed $75,000 per year. A class A license shall not be issued to a person who holds a license issued pursuant to title 4 except a club license issued pursuant to section 4-205. For a class A license:

1. Any person may apply as prescribed in this article.

2. The manager, proceeds coordinator, supervisor and assistant are not required to be members or new members.

3. The reporting period is one year, coinciding with the term of the license.

B. A class B license may be issued to a qualified organization for the conduct of bingo games for which the gross receipts do not exceed $500,000 per year. For a class B license:

1. Only a qualified organization may apply.

2. The manager and supervisor shall be members of the licensee.

3. The proceeds coordinator shall be an officer or director and a member of the licensee and is responsible for completion of the required financial report.

4. An assistant shall be a member or new member of the licensee.

5. There are four reporting periods coinciding with the quarters of the term of the license.

C. A class C license may be issued to a qualified organization for the conduct of bingo games for which the gross receipts exceed $500,000 per year. For a class C license:

1. Only a qualified organization may apply.

2. The manager and supervisor shall be members of the licensee.

3. The proceeds coordinator shall be an officer or director and a member of the licensee and is responsible for completion of the required financial report.

4. An assistant shall be a member or new member of the licensee.

5. There are twelve reporting periods coinciding with each month of the term of the license.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Marshall Ronningen, Facilities Maintenance Superintendent

Co-Submitter: Jen Brown

Date: 10/28/2026

Meeting Date: 11/03/2026

TITLE:

Consideration and Approval of Cooperative Contract: City Hall Uninterruptible Power Supply (UPS) Replacement with Titan Power, Inc., in the amount of $201,769.99, including applicable sales tax.

STAFF RECOMMENDED ACTION:

Approve the cooperative purchase contract with Titan Power, Inc., for replacement of two City Hall uninterruptible power supply systems and associated equipment and installation services, utilizing City of Phoenix Contract No. 4701010748, in the amount of $201,769.99, including applicable sales tax, and authorize the City Manager to execute the necessary documents.

Executive Summary:

Public Works Facilities recommends replacing two existing UPS systems at City Hall, located at 211 West Aspen Avenue. UPS systems provide temporary battery power during interruptions to normal electrical service, supporting continuity of connected operations and protecting equipment from unexpected power loss. The existing UPS systems have reached the end of their expected service life and need to be replaced to maintain a reliable backup power source for City Hall. These systems help to support the City Hall server room, phone and security systems.

Titan Power's proposal includes a Toshiba 3000 Series 40kVA/40kW three-phase UPS, battery cabinet, maintenance bypass cabinet, and an Eaton 9PXM 20kVA/18kW single-phase UPS. The project also includes engineering, permitting, a seven-day electrical load study, removal and disposal of existing equipment, electrical installation, rigging, and startup services.

Financial Impact:

Project Name: City Hall UPS replacement
Cost: $201,769.99
Account Number Budgeted: 001-06-152-0522-3-4435
FY Budgeted Amount: $276,982.00
Grant Funded:No
Funding Source: General Fund

Policy Impact:

Approval of this contract supports the City's ongoing investment in maintaining reliable municipal facilities and protecting essential infrastructure. Replacement of the City Hall UPS systems will strengthen operational resilience, reduce the risk of interruptions to connected systems, and support continuity of City services during electrical outages. Use of an eligible cooperative purchasing contract supports efficient procurement and responsible stewardship of public funds. This action does not establish or amend City policy.

Previous Council Decision or Community Discussion:

No previous Council decision.

Options and Alternatives to Recommended Action:

1. Approve the cooperative contract with Titan Power, Inc., for $201,769.99, including sales tax. The Facilities Advisory Committee recommended and approved this replacement.
2. Do not approve the contract. Direct staff to revise the scope or pursue an alternative procurement approach. The existing UPS systems would remain in service, and the City would continue to rely on their current backup-power capability and address maintenance needs as they arise.

Background and History:

The proposed project replaces the existing Eaton 9390 UPS, associated bypass and battery cabinet, and Eaton 9170 UPS. Engineering services will update the electrical one-line diagram, complete load calculations, and document provisions for future expansion of the three-phase system to 80kVA.

The project will renew City Hall's backup-power infrastructure and support reliable operation of connected systems. Facilities will coordinate installation and required electrical shutdowns with Information Technology and affected City Hall staff. Procurement reviewed City of Phoenix Contract No. 4701010748 and confirmed it is in effect, covers the required scope, and is eligible for cooperative use.

Connection to PBB Priorities and Objectives:

High Performing Governance

Objective: Enhance the organization's fiscal stability and increase efficiency and effectiveness.

Replacement of the City Hall UPS systems supports responsible management of City assets by reducing the risk of equipment damage and operational interruptions associated with electrical outages. Cooperative purchasing supports an efficient procurement process.

Sustainable, Innovative Infrastructure

Objective: Deliver outstanding services to residents through a healthy, well-maintained infrastructure system.

The project renews essential backup-power infrastructure at City Hall, improves reliability for connected systems, and supports continuity of municipal services during interruptions to normal electrical power.

Connection to Regional Plan:

Goal PF.2 — Efficient and effective provision of sustainable, equitable public facilities, services, and infrastructure.

Replacing the City Hall UPS systems supports reliable municipal infrastructure and continued delivery of public services by providing temporary backup power to connected systems during electrical interruptions.

Goal PF.1 and Policy PF.1.2 — Preparedness for natural and human-caused hazards through investment in government operational resilience.

The project strengthens City Hall's ability to withstand power interruptions, protects connected equipment, and reduces the risk of disruption to essential municipal operations.

Connection to Carbon Neutrality Plan:

The project supports the Flagstaff Carbon Neutrality Plan's Community Resilience strategy CR-2, which calls for strengthening existing community systems to withstand short-term shocks and long-term change. Improving backup power reliability at City Hall helps reduce disruption to municipal operations and public services during power interruptions.

Connection to 10-Year Housing Plan:

None.

Connection to Division Specific Plan:

The City Hall UPS replacement project supports Public Works Facilities planning by renewing critical building infrastructure and reducing the risk of equipment failure and interruption to municipal operations. Reliable backup power protects connected equipment during electrical disturbances and supports continued delivery of City services.

The project incorporates a seven-day electrical load study and engineered design to match replacement

equipment to operational needs. Modular equipment provides capacity for future expansion, while the maintenance bypass cabinet allows servicing with reduced disruption to connected loads. These features support proactive asset management, maintainability, and responsible long-term investment in City facilities.

Attachments:
TITAN PROPOSAL
Cooperative contract
Exhibit A - Quote
Exhibit B - Agency Contract
Exhibit B - Agency Pricing

8/19/2026

Jeremiah Adams
Flagstaff, City of
211 W. Aspen Avenue
Flagstaff, AZ 86001

Subject: Contracting Proposal
Titan Power Proposal #: 31083
Customer Solicitation # (if applicable):

Dear Jeremiah Adams,

Titan Power is pleased to have the opportunity to submit a Contracting Proposal for your review and consideration. Enclosed please find Titan Power's proposal, along with supporting information and documentation for your reference. We have taken great care to be as thorough as possible in our submittal of this proposal.

As an industry leading specialized contractor for critical power and air environments, Titan Power pledges to provide a superior level of service and reliability through several key differentiating factors:

- **Licensed Contractor** - Commercial Contractor in the states of Arizona, California and Nevada
- **Experience** - Complete over 50 turnkey critical power and air equipment installations on average every year
- **Support** - 24 x 7 x 365 Support and Emergency Service
- **Single-Source Solution** - We provide, install and service all major brands of equipment from over 35 different manufacturers
- **Competitive Pricing** - History of high sales volume with suppliers, passing top-tier level pricing and discounts to the customer

Thank you for your interest in Titan Power as your specialized contractor for your critical environment. We look forward to working with you and Flagstaff, City of on your critical power or air requirements now and in the future. Should you have any questions or require any additional information please feel free to contact me.

Sincerely,

Richard Rodriguez

Richard Rodriguez
Account Executive
O: 480-576-7828
richardr@titanpower.com | www.titanpower.com

CONTRACTING PROPOSAL	
Proposal Number:	31083
Customer/Contract Ref #	

Corporate Office
7031 W. Oakland St. | Chandler, Arizona 85226
(800) 509-6170 | Office: (480) 968-3191
| info@titanpower.com

CUSTOMER ADDRESS	EQUIPMENT LOCATION
Attn: Jeremiah Adams **Flagstaff, City of** 211 W. Aspen Avenue Flagstaff, AZ 86001	**Flagstaff, City of** 211 W. Aspen Avenue Flagstaff, AZ 86001

L/I	QTY	PART #	DESCRIPTION	LIST PRICE	DISC.	UNIT PRICE	EXT. PRICE
1	1.00	30S0G040KWWW	Toshiba 3000 Series UPS 40kVA - 480V, 60/50 Hz. 3-Ph/3-Wire Primary Input - 480V, 60/50 Hz. 3-Ph/3-Wire Bypass Input - 480V, 60/50-Hz. 3-Ph/3-Wire Output 3000 TP Modular Configuration System includes - (1) 3000 TP Cabinet containing • Integrated System Controls • Human-Machine Interface (HMI) and Customer Interface Connections • System Static Transfer Switch - (1) 40kVA / 40kW UPS Power Modules 3000 TP Series Standard Features: - Hot swappable UPS Power Modules. - Software-scalable architecture for flexible load protection. - Dual-input design with factory-included jumpers for single-input operation. - Full front access – 0"" rear clearance required. - Front air intake with top air exhaust. - Bottom and side cable entry for flexible installation. - RemotEye 5 included. Shipped separately.	$59,152.77	35%	$38,449.30	$38,449.30
2	1.00	UPSSTARTUP3000-TP	3000 Series Start Up Service Includes: Power and battery module installation, RemotEye 5 startup, and N+X configuration. Startup requires a request form and two weeks' notice (expediting fee applies if less). All services are to be performed during Normal Business Hours Start-up does not include any rigging or installation as typically performed by a qualified electrical contractor Battery Cabinet Start up has to be performed in conjunction/concurrent with UPS Start up. Contiguous U.S. 48 United States only Prices valid for sites within 100 miles of a major metropolitan area Start up will be invoiced at time of equipment shipment Standby time can be billed at published UPS field service rates If additional specific training is required for startup, additional charges will apply	$5,598.28	35%	$3,638.88	$3,638.88
3	1.00	G9M-014-10125HW63F	Slim Maintenance Bypass Cabinet for 80 kVA G9000 UPS 3 breakers in a narrow, line up and match enclosure Includes 125A breakers, rated at 65kAIC Includes keyed interlock system with SKRU Approx. Dim: 12"W x 32.8"D x 78.7"H Approx. Weight: 275 lbs.	$17,731.62	35%	$11,525.55	$11,525.55
4	1.00	AFTERHOURSSRVC	24/7 After Hours Adder For scheduling Service outside of normal 8am - 5pm business hours, and during weekends and holidays Pertains to Startup, Preventative Maintenance, Standbys, etc. One time use only Valid for sites within 100 miles of a major metropolitan area	$3,914.59	35%	$2,544.48	$2,544.48
5	1.00	3TB2040K018EDM1FA	3000 TP Battery Solution for 40 kVA UPS Battery Per UPS: (1) Strings of (40) Enersys 12HX205 Batteries (Supplied/Installed)	$37,589.17	35%	$24,432.96	$24,432.96

			Breaker Per Cabinet: (1) 125A each with (1) Aux and (1) 24V Shunt Install Dimensions Weight: 38.0"W x 29.5"D x 78.7"H Weight: 2514 LBS 1-String Runtime: 18.5 min (1.00PF/1.67VPC/BOL) 13.8 min (1.00PF/1.67VPC/EOL)				
6	1.00	TARIFF	TARIFF	$0.00		$0.00	$0.00
7	1.00	FREIGHT - FOB DESTINATION	Freight is FOB Destination - Transfer of goods occurs once arrived at customer site Please thoroughly inspect sensitive electronic equipment and note any damage prior to signing for the shipment with the driver for claims purposes. Standard shipping terms - Dock-to-Dock delivery includes: Site must accommodate a 53' tractor trailer Palletized freight delivered to a dock-level facility on a 53' tractor trailer during regular business hours. * Unloading not included/ Ground unloading / delivery with Lift Gate not included*	$0.00		$0.00	$0.00
8	100.00	RIGGING-SUB	Rigging Transport Toshiba 3000TP UPS & Supporting Equipment along with the Eaton 9PXM UPS from Titan Power to City Hall. Remove existing Eaton 9390 UPS, bypass & Battery cabinet and Eaton 9170 after the 3phase install. Rig new Toshiba 3000TP, bypass and battery cabinet into place and Eaton 9PXM. Transport & properly dispose of Eaton 9390 UPS, Bypass & Battery Cabinet & Eaton 9170	$125.00		$125.00	$12,500.00
9	358.00	ELECMATLABOR	Electrical SOW Complete determination of existing AC input and Bypass Input 3PH 480V conductors to Eaton 9390 80KVA UPS. Remove existing UPS Battery cables Main bypass breaker, Maintenance isolation breaker, and critical load breaker. Remove existing terminal lugs and all electrical terminations from existing UPS breaker section to allow for complete removal. Assist with battery removal. Install Junction box for 480V 3PH conductors from panelboard to new UPS bypass cabinet. Re-use existing conduits and conductors. Install new conduit route from UPS to existing 45KVA stepdown transformers (1) in the electrical room and (1) in mechanical room. New UPS cabinet to have capacity and breakers for (2) transformer feeds.As soon as the 3phase UPS ins installed, we will electrically demo the Eaton 9170 and electrically install the Eaton 9XPM UPS in place	$125.00		$125.00	$44,750.00
10	110.00	ENGINEERING	Engineering SOW Engineering to update one line with 40kva UPS, load calcs, notation of future expansion to 80kva & document needed at permit submittal. Cost includes the permit for replacement of (2) UPS systems Design Phases: 50% 90% 100% Meetings: On-site Virtual / Calls Permitting: Included ***Engineered drawings will be sole property of the customer's once completed.***	$125.00		$125.00	$13,750.00
11	18.00	LOADSTUDY	Load Study Working Hours: Normal Business Hours Scope of Work: Connect Load Monitor to GG Panel to submit load calcs for engineering & permitting Study Duration: 7 days Includes: Load Study Report and Summary of Findings *Provide below information for each meter	$125.00		$125.00	$2,250.00

			Location: City Hall Room: Electrical 2nd floor Panel: GG Breaker/Circuits: 37				
12	37.00	TPIFSEONSITE	On Site TPI Technician - Contract Labor Work performed (M-F, 8:00am - 5:00pm) Labor to remove old battery from battery cabinet, palletize and remove off of site	$125.00		$125.00	$4,625.00
13	1.00	GENCON	General Conditions, Overhead & Project Management All Titan Power travel, expenses, incidentals, overhead, administration and labor associated in managing the project in a timely and efficient manner.	$0.00		$0.00	$0.00
14	1.00	SPRLABOR	Superintendent Labor Time Superintendent on-site labor for project oversight, coordination, and quality assurance. Includes supervision of work crews, adherence to project schedules, and ensuring compliance with safety and project specifications.	$0.00		$0.00	$0.00
15	1.00	9PXM12S20K-PD	Eaton 9PXM Series Single Phase Tower UPS Scalable Single Phase Online Rack/Tower UPS Preconfigured System 20kVA/18kW 120/208/240V, 50/60Hz HW in (8)5-20R, (2)L6-20R, (2)L6-30R & (2)L14-30R output receptacles 6 min runtime @ full load consists of: (1)12 Slot Cabinet (5)4kVA/3.6kW power modules (10)Battery Modules (5 strings) (1)Network-M3 web/SNMP card Dimensions: 36.5"H x 17.5"W x 34.5"D Weight: 690 lbs Now includes 7x24 factory start-up service	$53,517.92	35%	$34,786.65	$34,786.65
16	1.00	FREIGHT - FOB DESTINATION	Freight is FOB Destination - Transfer of goods occurs once arrived at customer site Please thoroughly inspect sensitive electronic equipment and note any damage prior to signing for the shipment with the driver for claims purposes. Standard shipping terms - Dock-to-Dock delivery includes: Site must accommodate a 53’ tractor trailer Palletized freight delivered to a dock-level facility on a 53’ tractor trailer during regular business hours. * Unloading not included/ Ground unloading / delivery with Lift Gate not included*	$0.00		$0.00	$0.00
17	1.00	CITYPHXCONTRACT 162950-0	Pricing per City of Phoenix Contract #4701010748 *Please send Purchase Orders to orders@titanpower.com	$0.00		$0.00	$0.00
						SUBTOTAL	$193,252.82
						SALES TAX	$8,517.17
						TOTAL COST	$201,769.99

Payment Terms:	Shipping:	Lead Time:
*Standard Billing & Payment Terms Apply	Best Way	12 weeks ARO

QUOTATION NOTES
Lead time is an estimate based on availability and subject to change. Shipping is by standard ground method, dock to dock, during normal business hours, unless otherwise stated in proposal. Returned product must be returned in new condition with original packing and authorized Return Material Authorization (RMA). Restocking fee and return shipping charged may apply. By signing customer block below and/or by submitting payment, customer agrees to Titan Power's Terms and Conditions. Sales Tax, if applicable, is not included in the proposal unless specifically indicated in the above pricing. Sales Tax, if included, is subject to change based on applicable sales tax laws.

ORDERING INSTRUCTIONS
Purchase Order(s) to be made out to: Titan Power, Inc. 7031 West Oakland Street Chandler, Arizona 85226 Purchase Orders can be sent to: Orders@titanpower.com with a copy to the below Titan Power Representative, or Titan Power's Corporate Office @ 7031 West Oakland Street, Chandler, Arizona 85226 Please reference the above Proposal # on Purchase Order(s) for efficient processing Purchase Order must include above Payment Terms and Shipping Terms Forms of payments accepted: check, all major credit cards*, government P cards*, ACH. *Payments made by credit cards are subject to a 2.8% processing fee

CUSTOMER		TITAN POWER	
Signature:		**Signature:**	*Richard Rodriguez*
Print Name:		**Print Name:**	Richard Rodriguez
Title:		**Title**	Account Executive
Date:		**Date:**	8/19/2026
Phone:		**Phone**	480-576-7828
Email:		**Email**	richardr@titanpower.com

PROJECT & CONSTRUCTION AGREEMENT

TERMS AND CONDITIONS

1. DEFINITIONS

As used in this Agreement:

(A) "TPI" or "Contractor" shall mean Titan Power, Inc.;

(B) "Customer" or "Owner" shall mean the party requesting Titan Power's services;

(C) "The Parties" or "a Party" shall mean either Customer, TPI, or both;

(D) "Project" shall mean the scope of work described in the Proposal;

(E) "Substantial Completion" shall mean the stage at which the Project, or a designated portion thereof, is sufficiently complete in accordance with the Contract Documents so that the Customer can occupy or utilize the Project for its intended use;

(F) "Final Completion" shall mean the date on which all punchlist items have been resolved and all required closeout documentation has been delivered to Customer.

These Terms and Conditions, together with the Proposal, any executed Change Orders, and any other documents issued by TPI and referenced in the Proposal, constitute the entire agreement between TPI and Customer (collectively, the "Agreement"). No variation of these Terms and Conditions shall be effective or binding upon TPI unless made in writing and signed by an authorized representative of TPI.

2. PROPOSALS AND PRICING

(A) Proposals are valid for thirty (30) days from the date of issuance unless otherwise stated. Prices are firm for goods on order unless the shipping date extends beyond six (6) months from the date the order was placed, in which case TPI reserves the right to adjust pricing to reflect actual supplier costs. All clerical errors are subject to correction.

(B) All proposals, delivery dates, and other commitments are contingent upon the availability of materials, labor, and other resources, and are subject to causes beyond TPI's reasonable control, including but not limited to strikes, accidents, fire, material shortages, and governmental delays. Proposals are also contingent upon TPI's timely receipt of all information, access, and approvals necessary to execute the order.

(C) All sales are subject to applicable sales taxes. Sales tax, if applicable, may not be included in the Proposal unless specifically indicated. Customer is responsible for providing a valid tax exemption certificate prior to invoicing if applicable.

(D) Estimates are preliminary in nature and do not constitute a final cost commitment. Estimates represent TPI's best assessment of anticipated costs at the time of preparation; however, after work has commenced, additional parts and/or labor may be required that were not apparent during visual inspection or initial scope definition. In such cases, Customer will be contacted prior to any additional costs being incurred. If an estimate is provided in lieu of a formal Proposal, any purchase orders issued against the estimate may require amendment if actual costs exceed the estimate. If amending a purchase order is not possible, Customer should contact TPI before work proceeds.

3. ACCEPTANCE OF ORDER

Orders based on valid Proposals are subject to acceptance by an authorized representative of TPI. TPI is not obligated to execute any order that is not received in writing. Acceptance of an order by TPI may be evidenced by a written acknowledgment, commencement of work, or ordering of materials on Customer's behalf.

4. BILLING AND PAYMENT TERMS

TPI shall invoice Customer on a progress billing basis in accordance with the following schedule. The first two invoices apply to all projects. Thereafter, billing proceeds monthly based on work completed.

Mobilization / Contract Execution (15%) — Due upon execution of the Agreement and/or issuance of Notice to Proceed (NTP).

Material Procurement / Equipment Release (30%) — Due upon placement of major equipment orders or delivery of materials to the project site, whichever occurs first.

(A) Progressive Billing — Months 1 through Substantial Completion. Following the Mobilization and Material Procurement invoices, TPI shall invoice Customer monthly on or around the last business day of each calendar month for the value of work completed during that billing period, including the value of equipment shipped or delivered to the project site during that month. Monthly invoices reflect one hundred percent (100%) of the work completed during the period with no retainage withheld, unless retainage is expressly specified in the Proposal or requested by Customer and confirmed in writing by TPI prior to project commencement.

(B) Retainage (If Applicable). Where retainage is specified in the Proposal or agreed to in writing by both parties prior to project commencement, TPI shall withhold the agreed retainage percentage from each monthly progress invoice. The withheld retainage amount shall be identified as a separate line item on each applicable invoice. Accumulated retainage shall be invoiced and released in full upon resolution of all punchlist items and delivery of all required closeout documentation (as-builts, O&M manuals, warranties, lien waivers, etc.). Customer shall not withhold or further reduce the retainage release except as expressly agreed in writing by both parties.

(C) Substantial Completion. Upon Substantial Completion, TPI shall issue an invoice for all work completed and not previously billed, such that the cumulative gross amount invoiced reflects the full value of the completed scope.

(D) Final Completion / Project Closeout. Upon resolution of all punchlist items and delivery of all required closeout documentation, TPI shall issue a final invoice for any remaining balance, including accumulated retainage where applicable. If no balance remains, TPI shall issue a written closeout confirmation to Customer.

(E) Payment Terms. All invoices are due and payable within thirty (30) days of the invoice date ("Net 30"). Customer shall not withhold or offset payment against any invoice except as expressly permitted under a written Change Order or a dispute resolution process agreed to by both parties in writing.

(F) Extended Payment Terms. All invoices are due and payable within thirty (30) days of the invoice date ("Net 30"). In the event TPI agrees in writing to extend payment terms beyond Net 30, such extended terms are subject to a financing fee as follows: Net 45 — 0.75% of the invoice balance; Net 60 — 1.5% of the invoice balance; Net 75 — 2.25% of the invoice balance; Net 90 — 3.0% of the invoice balance. Payment terms beyond Net 90 will not be granted. Any extended terms not confirmed in writing by TPI prior to invoicing shall not be binding on TPI, and Net 30 shall apply as the default.

(G) New Customer Credit Review. New customers are subject to credit review and approval before payment terms are established. TPI reserves the right to require prepayment or revised payment terms pending completion of credit review.

(H) Credit Card / Purchasing Card Payments. Payments made by credit card or purchasing card are subject to a 2.8% processing fee.

(I) Late Payment. Invoices not paid within the applicable payment period shall accrue interest at the rate of one and one-half percent (1.5%) per month (18% per annum), or the maximum rate permitted by applicable law, whichever is less. TPI reserves the right to suspend work on the Project if any undisputed invoice remains unpaid for more than fifteen (15) days beyond its due date, without liability to TPI for any resulting delay.

5. CHANGE ORDERS

Any work beyond the scope of the initially accepted Proposal — whether requested by Customer, required due to unforeseen site conditions, building code changes, or changes in applicable regulations — shall be performed only after a written Change Order or Addendum has been signed by Customer and delivered to TPI. A Change Order may adjust the contract price (upward or downward), modify the project schedule, alter the quantity of materials or labor, or amend other terms of the Agreement. No verbal authorizations for additional work shall be binding on TPI. TPI reserves the right to cease additional work pending receipt of an executed Change Order.

6. WARRANTIES AND LIMITATIONS

(A) Workmanship Warranty. TPI warrants that all work performed under this Agreement will be free from defects in workmanship for a period of one (1) year from Substantial Completion or the date of occupancy, whichever occurs first. All work will be performed in accordance with applicable project drawings and specifications, the National Electrical Code (NEC), and the National Electrical Safety Code (NESC), as in effect at the time of performance. To make a warranty claim, Customer must submit written notice to TPI describing the claimed defect in sufficient detail to identify the nature and location of the problem. Such notice must be signed by an authorized Customer representative and submitted within the warranty period.

(B) Equipment Warranty. TPI acts as a reseller of manufactured equipment. Equipment supplied by TPI carries the manufacturer's warranty, the terms of which are established by and enforced directly with the manufacturer. TPI will assist Customer in submitting warranty claims to manufacturers where commercially reasonable, but TPI makes no independent warranty on manufactured equipment beyond the manufacturer's own warranty terms.

(C) Warranty Exclusions. TPI's workmanship warranty does not cover defects or damage arising from: (i) Customer modifications or unauthorized repairs; (ii) misuse, abuse, or failure to maintain equipment in accordance with manufacturer recommendations; (iii) damage caused by third parties; (iv) conditions not in existence or not reasonably discoverable at the time of installation; or (v) events covered under Section 13 (Force Majeure).

(D) Limitation of Warranty. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TPI'S LIABILITY UNDER ANY WARRANTY SHALL NOT EXCEED THE ORIGINAL CONTRACT VALUE OF THE AFFECTED WORK.

7. CUSTOMER NON-INTERFERENCE

Customer shall not attempt to direct TPI's workers or subcontractors on the job site, exclude them from the site without cause, make direct work demands of them, remove any permit from the site, or otherwise interfere with TPI's performance of the work. Customer's designated project representative may communicate scope-related questions or concerns to TPI's project manager; all on-site direction of labor shall remain exclusively with TPI. Violation of this provision may entitle TPI to suspend work and seek compensation for resulting delays or damages.

8. SITE ACCESS AND CONDITIONS

(A) Customer shall provide TPI with safe, timely, and unobstructed access to the project site and to all areas where work is to be performed. Customer shall ensure that the site is in a condition suitable for the performance of the work, including but not limited to ensuring that required power, lighting, and temporary facilities are available.

(B) Customer shall promptly notify TPI of any known or suspected site conditions that may affect TPI's performance of the work, including hazardous materials, structural limitations, or regulatory restrictions. If TPI encounters unforeseen site conditions that materially differ from those represented in the Proposal, TPI shall notify Customer in writing and the parties shall execute a Change Order reflecting any required adjustments to price or schedule.

9. CONTRACTOR'S INSURANCE

TPI shall maintain, at a minimum, the following insurance coverage throughout the term of the Project:

(A) Commercial General Liability insurance, with limits as specified in the Proposal or as required by applicable law;

(B) Workers' Compensation insurance as required by the laws of the state in which the work is performed.

TPI shall provide Customer with a Certificate of Insurance upon request, naming Owner/Customer as an Additional Insured on the General Liability policy. TPI shall endeavor to provide advance notice of any material change in or cancellation of coverage.

10. DELIVERY AND SHIPMENT OF EQUIPMENT AND MATERIALS

(A) Delivery of equipment and/or materials to a common carrier shall constitute delivery to Customer. TPI shall not be liable for damage to goods that were delivered to the carrier in good condition. TPI will assist Customer in filing a freight claim and will expedite replacement materials as commercially reasonable. All freight damage claims must be submitted to TPI in writing within ten (10) days of the date of shipment.

(B) If Customer requests a delay in shipment or delivery beyond the originally scheduled date, TPI reserves the right to invoice Customer for the value of the goods and any applicable storage fees from the original scheduled delivery date. Title to goods shall pass to Customer on the date of invoice.

(C) Any change in equipment or materials requested by Customer after an order has been placed shall require TPI's prior written approval. A restocking fee may apply to returned or exchanged items, as determined by the applicable supplier or manufacturer.

11. DEFAULT AND REMEDIES

In the event that either party fails to perform any material obligation under this Agreement, the non-defaulting party shall deliver written notice of default to the defaulting party specifying the nature of the default and requesting corrective action. If the default is not cured within ten (10) days of receipt of such notice (or such longer period as may be reasonably necessary, provided the defaulting party commences cure within ten (10) days and diligently pursues it to completion), the non-defaulting party shall be entitled to pursue all remedies available at law or in equity.

In addition to other available remedies, in the event of Customer's default, TPI shall have the right to: (i) suspend or terminate performance of the work; (ii) retain all deposits and progress payments then held; (iii) peacefully repossess all materials previously delivered to the site for which full payment has not been received; (iv) remove TPI's equipment and tools from the job site; and (v) terminate this Agreement. In the event of termination by TPI due to Customer default, all sums due for work completed and materials procured through the date of termination shall be immediately due and payable.

12. LIEN RIGHTS

TPI reserves all rights to file and enforce mechanic's liens, materialman's liens, or other statutory liens against the project property as permitted by applicable state law in the event of non-payment. Customer shall not encumber the property or take any action that would impair TPI's lien rights. Nothing in this Agreement shall be construed as a waiver of TPI's lien rights, and any purported waiver must be made in a separate written instrument signed by an authorized representative of TPI.

13. FORCE MAJEURE

If completion of the work is prevented or materially delayed due to circumstances beyond the reasonable control of either party — including but not limited to fire, explosion, flood, earthquake, hurricane, tornado, windstorm, vandalism, theft, acts of God, war, civil unrest, epidemics or pandemics, labor strikes, material shortages, or delays by any governmental agency in issuing required permits, certificates, or conducting required inspections — then the time for completion shall be extended by a period equal to the delay caused by such event.

TPI shall provide Customer with prompt written notice of any force majeure event and its anticipated impact on the project schedule. The parties shall execute a Change Order reflecting the schedule adjustment. If Customer declines to execute a Change Order reflecting a force majeure delay, TPI may, at its election, terminate this Agreement, whereupon all amounts due for work completed and materials procured as of the termination date shall be immediately due and payable.

14. LIMITATION OF LIABILITY

TPI's total liability to Customer for any and all claims arising under or related to this Agreement shall not exceed the total contract value paid by Customer to TPI under this Agreement. In no event shall TPI be liable for any indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of profits, loss of use, loss of revenue, or cost of substitute facilities, whether arising from breach of contract, tort, or any other theory of liability, even if TPI has been advised of the possibility of such damages.

15. INDEMNIFICATION

Each party ("Indemnifying Party") shall defend, indemnify, and hold harmless the other party and its respective officers, directors, employees, and agents from and against any and all third-party claims, liabilities, losses, damages, and expenses (including reasonable attorneys' fees) to the extent arising out of or resulting from:

(A) any bodily injury, death, or damage to tangible property caused by the negligent acts, errors, omissions, or willful misconduct of the Indemnifying Party or its personnel;

(B) any violation of applicable federal, state, or local law, regulation, or governmental order by the Indemnifying Party; or

(C) any material breach of this Agreement by the Indemnifying Party.

Notwithstanding the foregoing, neither party shall be required to indemnify the other for claims arising from the other party's own negligence or willful misconduct.

16. ASSIGNMENT

Neither this Agreement nor any warranty granted hereunder may be assigned by Customer without the prior written consent of TPI. TPI may subcontract portions of the work without Customer's prior consent, provided that TPI remains responsible for the performance of all subcontracted work. Any assignment by Customer in violation of this provision shall be void.

17. DISPUTE RESOLUTION AND GOVERNING LAW

(A) In the event of a dispute arising under this Agreement, the parties agree to negotiate in good faith to resolve the matter before initiating formal proceedings. Either party may initiate negotiations by delivering written notice to the other; negotiations shall commence within seven (7) business days of receipt of such notice.

(B) This Agreement shall be governed by the laws of the state in which the work is performed. Venue for any legal action, other than a lien foreclosure proceeding, shall lie, at TPI's option, in TPI's home county. The parties hereby waive the right to a jury trial in any litigation arising under this Agreement. The prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees and costs.

18. SEVERABILITY

If any provision of this Agreement is determined to be illegal, invalid, or unenforceable under applicable law, such provision shall be deemed modified to the minimum extent necessary to make it enforceable, or severed if it cannot be so modified. The remaining provisions of this Agreement shall continue in full force and effect.

19. ENTIRE AGREEMENT AND MODIFICATIONS

This Agreement, including the Proposal and any executed Change Orders, constitutes the entire agreement between the parties with respect to the Project and supersedes all prior negotiations, representations, warranties, or agreements, whether oral or written. No modification or amendment to this Agreement shall be binding unless made in writing and executed by authorized representatives of both parties in the form of a Change Order or written amendment. No course of dealing or prior practice shall be used to modify the terms of this Agreement.

COOPERATIVE PURCHASE CONTRACT

Contract No. 2027-271

This Contract by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City"), and Titan Power Inc., 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 UNINTERRUPTIBLE POWER SUPPLY EQUIPMENT, SERVICE AND MAINTENANCE;

WHEREAS, a competitive and open procurement process was conducted through City of Phoenix IFB #25-0535 that resulted in City of Phoenix Contract #162950-0 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 Contracting Proposal, attached hereto as Exhibit A and in accordance with the Agency Contract. A general description of the materials and/or services being purchased is:

Uninterruptible Power Supply (UPS), purchase of two units and install at City Hall

2. Terms and Conditions of Agency Contract Apply

1. All provisions of the Agency Contract documents contained within City of Phoenix Contract #162950-0, 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. If any provisions or terms of the Agency Contract or this Contract conflict with the Contractor's Terms and Conditions attached to the Contractor's Proposal, the terms and provisions in the Agency Contract and/or this Contract will control and supersede any conflicting term or condition in the Contractor's proposal.
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 Two hundred one thousand seven hundred sixty-nine dollars and ninety-nine cents ($201,769.99), including fees and taxes,

made in accordance with the Contractor's Proposal, and 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 approved amendments 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 June 30, 2030.

B. The Contract will be effective as of the date signed by both parties and terminate upon completion of the work identified in the Contractor's Proposal and acceptance of the work by 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:
Joe Ronningen
Public Works - Facilities Maintenance
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Email:marshall.ronningen@flagstaffaz.gov
Phone:(928) 221-5529

To the Contractor:
Richard Rodriguez, Account Executive
Titan Power Inc.
7031 W Oakland Street
Chandler, AZ 85226
Email: richardr@titanpower.com
Phone: (480) 576-7828

With a copy to:
Josh Linam
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Email: joshua.linam@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

8/19/2026

Jeremiah Adams
Flagstaff, City of
211 W. Aspen Avenue
Flagstaff, AZ 86001

Subject: Contracting Proposal
Titan Power Proposal #: 31083
Customer Solicitation # (if applicable):

Dear Jeremiah Adams,

Titan Power is pleased to have the opportunity to submit a Contracting Proposal for your review and consideration. Enclosed please find Titan Power's proposal, along with supporting information and documentation for your reference. We have taken great care to be as thorough as possible in our submittal of this proposal.

As an industry leading specialized contractor for critical power and air environments, Titan Power pledges to provide a superior level of service and reliability through several key differentiating factors:

- **Licensed Contractor** - Commercial Contractor in the states of Arizona, California and Nevada
- **Experience** - Complete over 50 turnkey critical power and air equipment installations on average every year
- **Support** - 24 x 7 x 365 Support and Emergency Service
- **Single-Source Solution** - We provide, install and service all major brands of equipment from over 35 different manufacturers
- **Competitive Pricing** - History of high sales volume with suppliers, passing top-tier level pricing and discounts to the customer

Thank you for your interest in Titan Power as your specialized contractor for your critical environment. We look forward to working with you and Flagstaff, City of on your critical power or air requirements now and in the future. Should you have any questions or require any additional information please feel free to contact me.

Sincerely,

Richard Rodriguez

Richard Rodriguez
Account Executive
O: 480-576-7828
richardr@titanpower.com | www.titanpower.com

CONTRACTING PROPOSAL	
Proposal Number:	31083
Customer/Contract Ref #	

Corporate Office
7031 W. Oakland St. | Chandler, Arizona 85226
(800) 509-6170 | Office: (480) 968-3191
| info@titanpower.com

CUSTOMER ADDRESS	EQUIPMENT LOCATION
Attn: Jeremiah Adams **Flagstaff, City of** 211 W. Aspen Avenue Flagstaff, AZ 86001	**Flagstaff, City of** 211 W. Aspen Avenue Flagstaff, AZ 86001

L/I	QTY	PART #	DESCRIPTION	LIST PRICE	DISC.	UNIT PRICE	EXT. PRICE
1	1.00	30S0G040KWWW	Toshiba 3000 Series UPS 40kVA - 480V, 60/50 Hz. 3-Ph/3-Wire Primary Input - 480V, 60/50 Hz. 3-Ph/3-Wire Bypass Input - 480V, 60/50-Hz. 3-Ph/3-Wire Output 3000 TP Modular Configuration System includes - (1) 3000 TP Cabinet containing • Integrated System Controls • Human-Machine Interface (HMI) and Customer Interface Connections • System Static Transfer Switch - (1) 40kVA / 40kW UPS Power Modules 3000 TP Series Standard Features: - Hot swappable UPS Power Modules. - Software-scalable architecture for flexible load protection. - Dual-input design with factory-included jumpers for single-input operation. - Full front access – 0"" rear clearance required. - Front air intake with top air exhaust. - Bottom and side cable entry for flexible installation. - RemotEye 5 included. Shipped separately.	$59,152.77	35%	$38,449.30	$38,449.30
2	1.00	UPSSTARTUP3000-TP	3000 Series Start Up Service Includes: Power and battery module installation, RemotEye 5 startup, and N+X configuration. Startup requires a request form and two weeks' notice (expediting fee applies if less). All services are to be performed during Normal Business Hours Start-up does not include any rigging or installation as typically performed by a qualified electrical contractor Battery Cabinet Start up has to be performed in conjunction/concurrent with UPS Start up. Contiguous U.S. 48 United States only Prices valid for sites within 100 miles of a major metropolitan area Start up will be invoiced at time of equipment shipment Standby time can be billed at published UPS field service rates If additional specific training is required for startup, additional charges will apply	$5,598.28	35%	$3,638.88	$3,638.88
3	1.00	G9M-014-10125HW63F	Slim Maintenance Bypass Cabinet for 80 kVA G9000 UPS 3 breakers in a narrow, line up and match enclosure Includes 125A breakers, rated at 65kAIC Includes keyed interlock system with SKRU Approx. Dim: 12"W x 32.8"D x 78.7"H Approx. Weight: 275 lbs.	$17,731.62	35%	$11,525.55	$11,525.55
4	1.00	AFTERHOURSSRVC	24/7 After Hours Adder For scheduling Service outside of normal 8am - 5pm business hours, and during weekends and holidays Pertains to Startup, Preventative Maintenance, Standbys, etc. One time use only Valid for sites within 100 miles of a major metropolitan area	$3,914.59	35%	$2,544.48	$2,544.48
5	1.00	3TB2040K018EDM1FA	3000 TP Battery Solution for 40 kVA UPS Battery Per UPS: (1) Strings of (40) Enersys 12HX205 Batteries (Supplied/Installed)	$37,589.17	35%	$24,432.96	$24,432.96

			Breaker Per Cabinet: (1) 125A each with (1) Aux and (1) 24V Shunt Install Dimensions Weight: 38.0"W x 29.5"D x 78.7"H Weight: 2514 LBS 1-String Runtime: 18.5 min (1.00PF/1.67VPC/BOL) 13.8 min (1.00PF/1.67VPC/EOL)				
6	1.00	TARIFF	TARIFF	$0.00		$0.00	$0.00
7	1.00	FREIGHT - FOB DESTINATION	Freight is FOB Destination - Transfer of goods occurs once arrived at customer site Please thoroughly inspect sensitive electronic equipment and note any damage prior to signing for the shipment with the driver for claims purposes. Standard shipping terms - Dock-to-Dock delivery includes: Site must accommodate a 53' tractor trailer Palletized freight delivered to a dock-level facility on a 53' tractor trailer during regular business hours. * Unloading not included/ Ground unloading / delivery with Lift Gate not included*	$0.00		$0.00	$0.00
8	100.00	RIGGING-SUB	Rigging Transport Toshiba 3000TP UPS & Supporting Equipment along with the Eaton 9PXM UPS from Titan Power to City Hall. Remove existing Eaton 9390 UPS, bypass & Battery cabinet and Eaton 9170 after the 3phase install. Rig new Toshiba 3000TP, bypass and battery cabinet into place and Eaton 9PXM. Transport & properly dispose of Eaton 9390 UPS, Bypass & Battery Cabinet & Eaton 9170	$125.00		$125.00	$12,500.00
9	358.00	ELECMATLABOR	Electrical SOW Complete determination of existing AC input and Bypass Input 3PH 480V conductors to Eaton 9390 80KVA UPS. Remove existing UPS Battery cables Main bypass breaker, Maintenance isolation breaker, and critical load breaker. Remove existing terminal lugs and all electrical terminations from existing UPS breaker section to allow for complete removal. Assist with battery removal. Install Junction box for 480V 3PH conductors from panelboard to new UPS bypass cabinet. Re-use existing conduits and conductors. Install new conduit route from UPS to existing 45KVA stepdown transformers (1) in the electrical room and (1) in mechanical room. New UPS cabinet to have capacity and breakers for (2) transformer feeds.As soon as the 3phase UPS ins installed, we will electrically demo the Eaton 9170 and electrically install the Eaton 9XPM UPS in place	$125.00		$125.00	$44,750.00
10	110.00	ENGINEERING	Engineering SOW Engineering to update one line with 40kva UPS, load calcs, notation of future expansion to 80kva & document needed at permit submittal. Cost includes the permit for replacement of (2) UPS systems Design Phases: 50% 90% 100% Meetings: On-site Virtual / Calls Permitting: Included ***Engineered drawings will be sole property of the customer's once completed.***	$125.00		$125.00	$13,750.00
11	18.00	LOADSTUDY	Load Study Working Hours: Normal Business Hours Scope of Work: Connect Load Monitor to GG Panel to submit load calcs for engineering & permitting Study Duration: 7 days Includes: Load Study Report and Summary of Findings *Provide below information for each meter	$125.00		$125.00	$2,250.00

			Location: City Hall Room: Electrical 2nd floor Panel: GG Breaker/Circuits: 37				
12	37.00	TPIFSEONSITE	On Site TPI Technician - Contract Labor Work performed (M-F, 8:00am - 5:00pm) Labor to remove old battery from battery cabinet, palletize and remove off of site	$125.00		$125.00	$4,625.00
13	1.00	GENCON	General Conditions, Overhead & Project Management All Titan Power travel, expenses, incidentals, overhead, administration and labor associated in managing the project in a timely and efficient manner.	$0.00		$0.00	$0.00
14	1.00	SPRLABOR	Superintendent Labor Time Superintendent on-site labor for project oversight, coordination, and quality assurance. Includes supervision of work crews, adherence to project schedules, and ensuring compliance with safety and project specifications.	$0.00		$0.00	$0.00
15	1.00	9PXM12S20K-PD	Eaton 9PXM Series Single Phase Tower UPS Scalable Single Phase Online Rack/Tower UPS Preconfigured System 20kVA/18kW 120/208/240V, 50/60Hz HW in (8)5-20R, (2)L6-20R, (2)L6-30R & (2)L14-30R output receptacles 6 min runtime @ full load consists of: (1)12 Slot Cabinet (5)4kVA/3.6kW power modules (10)Battery Modules (5 strings) (1)Network-M3 web/SNMP card Dimensions: 36.5"H x 17.5"W x 34.5"D Weight: 690 lbs Now includes 7x24 factory start-up service	$53,517.92	35%	$34,786.65	$34,786.65
16	1.00	FREIGHT - FOB DESTINATION	Freight is FOB Destination - Transfer of goods occurs once arrived at customer site Please thoroughly inspect sensitive electronic equipment and note any damage prior to signing for the shipment with the driver for claims purposes. Standard shipping terms - Dock-to-Dock delivery includes: Site must accommodate a 53’ tractor trailer Palletized freight delivered to a dock-level facility on a 53’ tractor trailer during regular business hours. * Unloading not included/ Ground unloading / delivery with Lift Gate not included*	$0.00		$0.00	$0.00
17	1.00	CITYPHXCONTRACT 162950-0	Pricing per City of Phoenix Contract #4701010748 *Please send Purchase Orders to orders@titanpower.com	$0.00		$0.00	$0.00
						SUBTOTAL	$193,252.82
						SALES TAX	$8,517.17
						TOTAL COST	$201,769.99

Payment Terms:	Shipping:	Lead Time:
*Standard Billing & Payment Terms Apply	Best Way	12 weeks ARO

QUOTATION NOTES
Lead time is an estimate based on availability and subject to change. Shipping is by standard ground method, dock to dock, during normal business hours, unless otherwise stated in proposal. Returned product must be returned in new condition with original packing and authorized Return Material Authorization (RMA). Restocking fee and return shipping charged may apply. By signing customer block below and/or by submitting payment, customer agrees to Titan Power's Terms and Conditions. Sales Tax, if applicable, is not included in the proposal unless specifically indicated in the above pricing. Sales Tax, if included, is subject to change based on applicable sales tax laws.

ORDERING INSTRUCTIONS
Purchase Order(s) to be made out to: Titan Power, Inc. 7031 West Oakland Street Chandler, Arizona 85226 Purchase Orders can be sent to: Orders@titanpower.com with a copy to the below Titan Power Representative, or Titan Power's Corporate Office @ 7031 West Oakland Street, Chandler, Arizona 85226 Please reference the above Proposal # on Purchase Order(s) for efficient processing Purchase Order must include above Payment Terms and Shipping Terms Forms of payments accepted: check, all major credit cards*, government P cards*, ACH. *Payments made by credit cards are subject to a 2.8% processing fee

CUSTOMER		TITAN POWER	
Signature:		**Signature:**	*Richard Rodriguez*
Print Name:		**Print Name:**	Richard Rodriguez
Title:		**Title**	Account Executive
Date:		**Date:**	8/19/2026
Phone:		**Phone**	480-576-7828
Email:		**Email**	richardr@titanpower.com

PROJECT & CONSTRUCTION AGREEMENT

TERMS AND CONDITIONS

1. DEFINITIONS

As used in this Agreement:

(A) "TPI" or "Contractor" shall mean Titan Power, Inc.;

(B) "Customer" or "Owner" shall mean the party requesting Titan Power's services;

(C) "The Parties" or "a Party" shall mean either Customer, TPI, or both;

(D) "Project" shall mean the scope of work described in the Proposal;

(E) "Substantial Completion" shall mean the stage at which the Project, or a designated portion thereof, is sufficiently complete in accordance with the Contract Documents so that the Customer can occupy or utilize the Project for its intended use;

(F) "Final Completion" shall mean the date on which all punchlist items have been resolved and all required closeout documentation has been delivered to Customer.

These Terms and Conditions, together with the Proposal, any executed Change Orders, and any other documents issued by TPI and referenced in the Proposal, constitute the entire agreement between TPI and Customer (collectively, the "Agreement"). No variation of these Terms and Conditions shall be effective or binding upon TPI unless made in writing and signed by an authorized representative of TPI.

2. PROPOSALS AND PRICING

(A) Proposals are valid for thirty (30) days from the date of issuance unless otherwise stated. Prices are firm for goods on order unless the shipping date extends beyond six (6) months from the date the order was placed, in which case TPI reserves the right to adjust pricing to reflect actual supplier costs. All clerical errors are subject to correction.

(B) All proposals, delivery dates, and other commitments are contingent upon the availability of materials, labor, and other resources, and are subject to causes beyond TPI's reasonable control, including but not limited to strikes, accidents, fire, material shortages, and governmental delays. Proposals are also contingent upon TPI's timely receipt of all information, access, and approvals necessary to execute the order.

(C) All sales are subject to applicable sales taxes. Sales tax, if applicable, may not be included in the Proposal unless specifically indicated. Customer is responsible for providing a valid tax exemption certificate prior to invoicing if applicable.

(D) Estimates are preliminary in nature and do not constitute a final cost commitment. Estimates represent TPI's best assessment of anticipated costs at the time of preparation; however, after work has commenced, additional parts and/or labor may be required that were not apparent during visual inspection or initial scope definition. In such cases, Customer will be contacted prior to any additional costs being incurred. If an estimate is provided in lieu of a formal Proposal, any purchase orders issued against the estimate may require amendment if actual costs exceed the estimate. If amending a purchase order is not possible, Customer should contact TPI before work proceeds.

3. ACCEPTANCE OF ORDER

Orders based on valid Proposals are subject to acceptance by an authorized representative of TPI. TPI is not obligated to execute any order that is not received in writing. Acceptance of an order by TPI may be evidenced by a written acknowledgment, commencement of work, or ordering of materials on Customer's behalf.

4. BILLING AND PAYMENT TERMS

TPI shall invoice Customer on a progress billing basis in accordance with the following schedule. The first two invoices apply to all projects. Thereafter, billing proceeds monthly based on work completed.

Mobilization / Contract Execution (15%) — Due upon execution of the Agreement and/or issuance of Notice to Proceed (NTP).

Material Procurement / Equipment Release (30%) — Due upon placement of major equipment orders or delivery of materials to the project site, whichever occurs first.

(A) Progressive Billing — Months 1 through Substantial Completion. Following the Mobilization and Material Procurement invoices, TPI shall invoice Customer monthly on or around the last business day of each calendar month for the value of work completed during that billing period, including the value of equipment shipped or delivered to the project site during that month. Monthly invoices reflect one hundred percent (100%) of the work completed during the period with no retainage withheld, unless retainage is expressly specified in the Proposal or requested by Customer and confirmed in writing by TPI prior to project commencement.

(B) Retainage (If Applicable). Where retainage is specified in the Proposal or agreed to in writing by both parties prior to project commencement, TPI shall withhold the agreed retainage percentage from each monthly progress invoice. The withheld retainage amount shall be identified as a separate line item on each applicable invoice. Accumulated retainage shall be invoiced and released in full upon resolution of all punchlist items and delivery of all required closeout documentation (as-builts, O&M manuals, warranties, lien waivers, etc.). Customer shall not withhold or further reduce the retainage release except as expressly agreed in writing by both parties.

(C) Substantial Completion. Upon Substantial Completion, TPI shall issue an invoice for all work completed and not previously billed, such that the cumulative gross amount invoiced reflects the full value of the completed scope.

(D) Final Completion / Project Closeout. Upon resolution of all punchlist items and delivery of all required closeout documentation, TPI shall issue a final invoice for any remaining balance, including accumulated retainage where applicable. If no balance remains, TPI shall issue a written closeout confirmation to Customer.

(E) Payment Terms. All invoices are due and payable within thirty (30) days of the invoice date ("Net 30"). Customer shall not withhold or offset payment against any invoice except as expressly permitted under a written Change Order or a dispute resolution process agreed to by both parties in writing.

(F) Extended Payment Terms. All invoices are due and payable within thirty (30) days of the invoice date ("Net 30"). In the event TPI agrees in writing to extend payment terms beyond Net 30, such extended terms are subject to a financing fee as follows: Net 45 — 0.75% of the invoice balance; Net 60 — 1.5% of the invoice balance; Net 75 — 2.25% of the invoice balance; Net 90 — 3.0% of the invoice balance. Payment terms beyond Net 90 will not be granted. Any extended terms not confirmed in writing by TPI prior to invoicing shall not be binding on TPI, and Net 30 shall apply as the default.

(G) New Customer Credit Review. New customers are subject to credit review and approval before payment terms are established. TPI reserves the right to require prepayment or revised payment terms pending completion of credit review.

(H) Credit Card / Purchasing Card Payments. Payments made by credit card or purchasing card are subject to a 2.8% processing fee.

(I) Late Payment. Invoices not paid within the applicable payment period shall accrue interest at the rate of one and one-half percent (1.5%) per month (18% per annum), or the maximum rate permitted by applicable law, whichever is less. TPI reserves the right to suspend work on the Project if any undisputed invoice remains unpaid for more than fifteen (15) days beyond its due date, without liability to TPI for any resulting delay.

5. CHANGE ORDERS

Any work beyond the scope of the initially accepted Proposal — whether requested by Customer, required due to unforeseen site conditions, building code changes, or changes in applicable regulations — shall be performed only after a written Change Order or Addendum has been signed by Customer and delivered to TPI. A Change Order may adjust the contract price (upward or downward), modify the project schedule, alter the quantity of materials or labor, or amend other terms of the Agreement. No verbal authorizations for additional work shall be binding on TPI. TPI reserves the right to cease additional work pending receipt of an executed Change Order.

6. WARRANTIES AND LIMITATIONS

(A) Workmanship Warranty. TPI warrants that all work performed under this Agreement will be free from defects in workmanship for a period of one (1) year from Substantial Completion or the date of occupancy, whichever occurs first. All work will be performed in accordance with applicable project drawings and specifications, the National Electrical Code (NEC), and the National Electrical Safety Code (NESC), as in effect at the time of performance. To make a warranty claim, Customer must submit written notice to TPI describing the claimed defect in sufficient detail to identify the nature and location of the problem. Such notice must be signed by an authorized Customer representative and submitted within the warranty period.

(B) Equipment Warranty. TPI acts as a reseller of manufactured equipment. Equipment supplied by TPI carries the manufacturer's warranty, the terms of which are established by and enforced directly with the manufacturer. TPI will assist Customer in submitting warranty claims to manufacturers where commercially reasonable, but TPI makes no independent warranty on manufactured equipment beyond the manufacturer's own warranty terms.

(C) Warranty Exclusions. TPI's workmanship warranty does not cover defects or damage arising from: (i) Customer modifications or unauthorized repairs; (ii) misuse, abuse, or failure to maintain equipment in accordance with manufacturer recommendations; (iii) damage caused by third parties; (iv) conditions not in existence or not reasonably discoverable at the time of installation; or (v) events covered under Section 13 (Force Majeure).

(D) Limitation of Warranty. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TPI'S LIABILITY UNDER ANY WARRANTY SHALL NOT EXCEED THE ORIGINAL CONTRACT VALUE OF THE AFFECTED WORK.

7. CUSTOMER NON-INTERFERENCE

Customer shall not attempt to direct TPI's workers or subcontractors on the job site, exclude them from the site without cause, make direct work demands of them, remove any permit from the site, or otherwise interfere with TPI's performance of the work. Customer's designated project representative may communicate scope-related questions or concerns to TPI's project manager; all on-site direction of labor shall remain exclusively with TPI. Violation of this provision may entitle TPI to suspend work and seek compensation for resulting delays or damages.

8. SITE ACCESS AND CONDITIONS

(A) Customer shall provide TPI with safe, timely, and unobstructed access to the project site and to all areas where work is to be performed. Customer shall ensure that the site is in a condition suitable for the performance of the work, including but not limited to ensuring that required power, lighting, and temporary facilities are available.

(B) Customer shall promptly notify TPI of any known or suspected site conditions that may affect TPI's performance of the work, including hazardous materials, structural limitations, or regulatory restrictions. If TPI encounters unforeseen site conditions that materially differ from those represented in the Proposal, TPI shall notify Customer in writing and the parties shall execute a Change Order reflecting any required adjustments to price or schedule.

9. CONTRACTOR'S INSURANCE

TPI shall maintain, at a minimum, the following insurance coverage throughout the term of the Project:

(A) Commercial General Liability insurance, with limits as specified in the Proposal or as required by applicable law;

(B) Workers' Compensation insurance as required by the laws of the state in which the work is performed.

TPI shall provide Customer with a Certificate of Insurance upon request, naming Owner/Customer as an Additional Insured on the General Liability policy. TPI shall endeavor to provide advance notice of any material change in or cancellation of coverage.

10. DELIVERY AND SHIPMENT OF EQUIPMENT AND MATERIALS

(A) Delivery of equipment and/or materials to a common carrier shall constitute delivery to Customer. TPI shall not be liable for damage to goods that were delivered to the carrier in good condition. TPI will assist Customer in filing a freight claim and will expedite replacement materials as commercially reasonable. All freight damage claims must be submitted to TPI in writing within ten (10) days of the date of shipment.

(B) If Customer requests a delay in shipment or delivery beyond the originally scheduled date, TPI reserves the right to invoice Customer for the value of the goods and any applicable storage fees from the original scheduled delivery date. Title to goods shall pass to Customer on the date of invoice.

(C) Any change in equipment or materials requested by Customer after an order has been placed shall require TPI's prior written approval. A restocking fee may apply to returned or exchanged items, as determined by the applicable supplier or manufacturer.

11. DEFAULT AND REMEDIES

In the event that either party fails to perform any material obligation under this Agreement, the non-defaulting party shall deliver written notice of default to the defaulting party specifying the nature of the default and requesting corrective action. If the default is not cured within ten (10) days of receipt of such notice (or such longer period as may be reasonably necessary, provided the defaulting party commences cure within ten (10) days and diligently pursues it to completion), the non-defaulting party shall be entitled to pursue all remedies available at law or in equity.

In addition to other available remedies, in the event of Customer's default, TPI shall have the right to: (i) suspend or terminate performance of the work; (ii) retain all deposits and progress payments then held; (iii) peacefully repossess all materials previously delivered to the site for which full payment has not been received; (iv) remove TPI's equipment and tools from the job site; and (v) terminate this Agreement. In the event of termination by TPI due to Customer default, all sums due for work completed and materials procured through the date of termination shall be immediately due and payable.

12. LIEN RIGHTS

TPI reserves all rights to file and enforce mechanic's liens, materialman's liens, or other statutory liens against the project property as permitted by applicable state law in the event of non-payment. Customer shall not encumber the property or take any action that would impair TPI's lien rights. Nothing in this Agreement shall be construed as a waiver of TPI's lien rights, and any purported waiver must be made in a separate written instrument signed by an authorized representative of TPI.

13. FORCE MAJEURE

If completion of the work is prevented or materially delayed due to circumstances beyond the reasonable control of either party — including but not limited to fire, explosion, flood, earthquake, hurricane, tornado, windstorm, vandalism, theft, acts of God, war, civil unrest, epidemics or pandemics, labor strikes, material shortages, or delays by any governmental agency in issuing required permits, certificates, or conducting required inspections — then the time for completion shall be extended by a period equal to the delay caused by such event.

TPI shall provide Customer with prompt written notice of any force majeure event and its anticipated impact on the project schedule. The parties shall execute a Change Order reflecting the schedule adjustment. If Customer declines to execute a Change Order reflecting a force majeure delay, TPI may, at its election, terminate this Agreement, whereupon all amounts due for work completed and materials procured as of the termination date shall be immediately due and payable.

14. LIMITATION OF LIABILITY

TPI's total liability to Customer for any and all claims arising under or related to this Agreement shall not exceed the total contract value paid by Customer to TPI under this Agreement. In no event shall TPI be liable for any indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of profits, loss of use, loss of revenue, or cost of substitute facilities, whether arising from breach of contract, tort, or any other theory of liability, even if TPI has been advised of the possibility of such damages.

15. INDEMNIFICATION

Each party ("Indemnifying Party") shall defend, indemnify, and hold harmless the other party and its respective officers, directors, employees, and agents from and against any and all third-party claims, liabilities, losses, damages, and expenses (including reasonable attorneys' fees) to the extent arising out of or resulting from:

(A) any bodily injury, death, or damage to tangible property caused by the negligent acts, errors, omissions, or willful misconduct of the Indemnifying Party or its personnel;

(B) any violation of applicable federal, state, or local law, regulation, or governmental order by the Indemnifying Party; or

(C) any material breach of this Agreement by the Indemnifying Party.

Notwithstanding the foregoing, neither party shall be required to indemnify the other for claims arising from the other party's own negligence or willful misconduct.

16. ASSIGNMENT

Neither this Agreement nor any warranty granted hereunder may be assigned by Customer without the prior written consent of TPI. TPI may subcontract portions of the work without Customer's prior consent, provided that TPI remains responsible for the performance of all subcontracted work. Any assignment by Customer in violation of this provision shall be void.

17. DISPUTE RESOLUTION AND GOVERNING LAW

(A) In the event of a dispute arising under this Agreement, the parties agree to negotiate in good faith to resolve the matter before initiating formal proceedings. Either party may initiate negotiations by delivering written notice to the other; negotiations shall commence within seven (7) business days of receipt of such notice.

(B) This Agreement shall be governed by the laws of the state in which the work is performed. Venue for any legal action, other than a lien foreclosure proceeding, shall lie, at TPI's option, in TPI's home county. The parties hereby waive the right to a jury trial in any litigation arising under this Agreement. The prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees and costs.

18. SEVERABILITY

If any provision of this Agreement is determined to be illegal, invalid, or unenforceable under applicable law, such provision shall be deemed modified to the minimum extent necessary to make it enforceable, or severed if it cannot be so modified. The remaining provisions of this Agreement shall continue in full force and effect.

19. ENTIRE AGREEMENT AND MODIFICATIONS

This Agreement, including the Proposal and any executed Change Orders, constitutes the entire agreement between the parties with respect to the Project and supersedes all prior negotiations, representations, warranties, or agreements, whether oral or written. No modification or amendment to this Agreement shall be binding unless made in writing and executed by authorized representatives of both parties in the form of a Change Order or written amendment. No course of dealing or prior practice shall be used to modify the terms of this Agreement.

City of Phoenix

INVITATION FOR BID

IFB-25-0535

UNINTERRUPTIBLE POWER SUPPLY EQUIPMENT, SERVICE AND MAINTENANCE

162950--0

City of Phoenix

Finance Central Procurement

251 W. Washington St.

8th Floor

Phoenix, AZ

85003

RELEASE DATE: January 29, 2025

DEADLINE FOR QUESTIONS: February 14, 2025

RESPONSE DEADLINE: February 28, 2025, 2:00 pm

City of Phoenix
INVITATION FOR BID
IFB-25-0535
Uninterruptible Power Supply Equipment, Service and Maintenance

1. INTRODUCTION 3
2. INSTRUCTIONS 4
3. SCOPE OF WORK 13
4. STANDARD TERMS AND CONDITIONS 19
5. SPECIAL TERMS AND CONDITIONS 35
6. DEFENSE AND INDEMNIFICATION 53
7. INSURANCE REQUIREMENTS 54
8. SUBMITTALS 57

Attachments:

A - Exhibit A. IFB 25-0535 Preventive Maintenance Locations

B - Exhibit B. IFB 25-0535 Submittal-Price Proposal

C - Exhibit C Aviation Only Supplemental Terms And Conditions To All Airport Agreements

D - Submittal Aviation Only Sensitive Security Information Acknowledgement Form

E - Submittal Contractor Licensing Requirements

F - Submittal References

G - Submittal Offer Page

H - Submittal Acceptance Form

I - Submittal Place of Business

J - Submittal Warranty

K - Submittal 24 Hour Emergency Contact

L - Submittal Conflict of Interest and Transparency

M - Submittal Costs and Payments

N - Submittal Debarment & Exclusion

1. Introduction

1.1. Summary

Citywide Departments require Uninterruptible Power Supply (UPS) and Power Distribution Units (PDU) to ensure power loss is not jeopardized for critical equipment during many operations. The contractor will supply all labor, materials, equipment, and associated service necessary to perform preventative maintenance and repair services for various Citywide UPS Systems, in accordance with the provisions, terms and conditions and specifications contained herein.

1.2. Contact Information

Daniel Haight
Finance Procurement Officer
251 W. Washington St.
Phoenix, AZ 85003
Email: daniel.haight@phoenix.gov
Phone: (602) 495-7343

Department:
Finance Central Procurement

1.3. Timeline

Schedule of Events

The City reserves the right to change dates, times, and locations, as necessary. All times are Phoenix local time. The City does not always hold a Pre-Offer Conference or Site Visit.

To request a reasonable accommodation or alternative format for any public meeting, please contact the Procurement Officer (Daniel Haight) at (602) 495-7343/Voice or 711/TTY, or daniel.haight@phoenix.gov, no later than two (2) weeks prior to the meeting.

Solicitation Issue Date	January 29, 2025
Pre-Offer Conference (Non-Mandatory)	February 6, 2025, 1:00pm https://cityofphoenix.webex.com/cityofphoenix/j.php?MTID=me2f373229654c4384a569e0b881ca854
Written Inquiries Due Date	February 14, 2025, 2:00pm
Offer Due Date	February 28, 2025, 2:00pm procurement@phoenix.gov

2. Instructions

2.1. Description – Statement of Need

The City of Phoenix invites sealed offers for uninterruptible power supply (ups) labor, materials, equipment, and preventative maintenance for a five-year contract commencing on or about July 1, 2025, in accordance with the specifications and provisions contained herein or the "Effective Date" which is upon award by City Council, conditioned upon signature and recording by the City Clerk's department, as required by the Phoenix City Code, whichever is later.

This solicitation is available through Arizona Relay Service 7-1-1. Please call TTY 800-367-8939 for assistance.

Notwithstanding the foregoing, this Agreement will terminate upon the earliest occurrence: by reaching the end of the term including any extensions exercised, or termination pursuant to the provisions of this Agreement.

2.2. City's Vendor Self-Registration and Notification

Vendors must be registered in the City's procurePHX Self-Registration System at https://www.phoenix.gov/procure to respond to solicitations and access procurement information. The City may, at its sole discretion, reject any offer from an Offeror who has not registered.

2.3. Preparation of Offer

All forms provided in Submittal Section must be completed and submitted with the Offer. The signed and completed Conflict of Interest and Transparency form must be included or your Offer may be deemed non-responsive.

It is permissible to copy Submittal forms if necessary. Erasures, interlineations, or other modifications of the Offer must be initialed in original ink by the authorized person signing the Offer. No offer will be altered, amended or withdrawn after the specified offer due date and time. The City is not responsible for Offeror's errors or omissions.

All time periods stated as a number of days will be calendar days.

It is the responsibility of all Offerors to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting an offer. Negligence in preparing an offer confers no right of withdrawal after due date and time. Offerors are strongly encouraged to:

A. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.

B. Study and carefully correlate Offeror's knowledge and observations with the solicitation and other related data.

C. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in or between the solicitation and other related documents.

D. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Offeror is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.

E. Offerors are reminded that the specifications stated in the solicitation are the minimum level required and that offers submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Offers offering less than any minimum specifications or criteria specified are not responsive and should not be submitted.

F. Offer responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must be submitted with technical literature and/or detailed product brochures for the City's use to evaluate the products offered. Offers submitted without this product information may be considered as non-responsive and rejected. The City will be the sole judge as to the acceptability of alternate products offered.

G. Prices will be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price will prevail unless obviously in error.

2.4. Fixed Offer Price Period

All offers shall be firm and fixed for a period of 180 calendar days from the solicitation opening date.

2.5. Obtaining a Copy of the Solicitation and Addenda

Interested Offerors may download the complete solicitation and addenda from https://solicitations.phoenix.gov/. Any interested Offerors without internet access may obtain this solicitation by calling the Procurement Officer or picking up a copy during regular business hours at the City of Phoenix, Finance Department, Central Procurement Division, 251 W Washington Street, 8th Floor, Phoenix, AZ. It is the Offeror's responsibility to check the website, read the entire solicitation, and verify all required information is submitted with their Offer.

2.6. Exceptions

Offeror must not take any exceptions to any terms, conditions or material requirements of this solicitation. Offers submitted with exceptions may be deemed non-responsive and disqualified from further consideration in the City's sole discretion. Offerors must conform to all the requirements specified in the solicitation. The City encourages Offerors to send inquiries to the Procurement Officer rather than including exceptions in their Offer.

2.7. Inquiries

All questions that arise relating to this solicitation should be directed via email to the Procurement Officer and must be received by the due date indicated in the Schedule of Events. The City will not consider questions received after the deadline.

No informal contact initiated by Offerors on the proposed service will be allowed with members of City's staff from date of distribution of this solicitation until after city council awards the contract. All questions concerning or issues related to this solicitation must be presented in writing.

The Procurement Officer will answer written inquiries in an addendum and publish any addendums on the Procurement Website.

2.8. Addenda

The City of Phoenix will not be responsible for any oral instructions made by any employees or officers of the City of Phoenix regarding this solicitation. Any changes will be in the form of an addendum. The Offeror must acknowledge receipt of any/all addenda by signing and returning the document with the Offer submittal.

2.9. Business in Arizona

The City will not enter contracts with Offerors (or any company(ies)) not granted authority to transact business, or not in good standing, in the state of Arizona by the Arizona Corporation Commission, unless the Offeror asserts a statutory exception prior to entering a contract with the City.

2.10. Licenses

If required by law for the operation of the business or work related to this Offer, Offeror must possess all valid certifications and/or licenses as required by federal, state or local laws at the time of submittal.

2.11. Certifications

By signature in the Offer section of the Offer and Acceptance page(s), Offeror certifies:

- The submission of the Offer did not involve collusion or other anti-competitive practices.
- The Offeror must not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
- The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Offer.

2.12. Submission of Offer

Offers must be in possession of the Department on or prior to the exact time and date indicated in the Schedule of Events. Late offers will not be considered. The prevailing clock will be the City Department's clock.

Offers must be submitted electronically by email to procurement@phoenix.gov and the following information should be noted in the email:

A. Offeror's Name

B. Offeror's Address (as shown on the Certification Page)

C. Solicitation Number

D. Solicitation Title

E. Offer Opening Date

F. Due to file size limitations for electronic transmission (for sending or receiving), Offers sent by email may need to be sent in parts with multiple emails. It is the responsibility of the Offeror to ensure that the Offer (including all parts if sent in multiple emails) is timely and to confirm that there are no technical reasons that any offer submitted electronically may be delayed. The date and time on the email(s) as received/stamped by the City's inbox will provide proof of submission and verification whether the Offer was received on or prior to the exact time and date indicated in the Schedule of Events.

G. Any original documents (such as bonds, guaranties, powers of attorney), if required by the solicitation, must be separately delivered to and received by the City on or prior to the exact time and date indicated in the Schedule of Events, with a clear indication of the Offer for which it is attributed.

2.13. Withdrawal of Offer

At any time prior to the solicitation due date and time, an Offeror (or designated representative) may withdraw the Offer by submitting a request in writing and signed by a duly authorized representative. If Offeror withdraws the Offer electronically by email to the Procurement Officer, the request to withdraw must be in the form of a letter attached to the email that includes either an image of the duly authorized representative's signature or an electronic signature from a verifiable source, such as Adobe Sign, DocuSign or a similar verifiable software program.

2.14. Offer Results

Offers will be opened on the offer due date, time and location indicated in the Schedule of Events, at which time the name of each Offeror, and the prices may be read. Offers and other information received in response to the solicitation will be shown only to authorized City personnel having a legitimate interest in them or persons assisting the City in the evaluation. Offers are not available for public inspection until after the City has posted the award recommendation on the City's website.

The City will post a preliminary offer tabulation on the City's website, https://solicitations.phoenix.gov/Awards within five business days of the offer opening. The City will post the information on the preliminary tabulation as it was read during the offer opening. The City makes no guarantee as to the accuracy of any information on the preliminary tabulation. Once the City has evaluated the offers, the City will post an award recommendation on the website. By signing and submitting its Offer, each Offeror agrees that this posting of the award recommendation to the City's website effectively serves as the Offeror's receipt of that

notice of award recommendation. The City has no obligation to provide any further notification to unsuccessful Offerors.

2.15. Pre-Award Qualifications

Offeror must have been in operation a minimum of five years. The Offeror's normal business activity during the past five years will have been for providing the goods or services in this solicitation.

Upon notification of an intent to award, the Offeror will have ten calendar days to submit a complete certificate of insurance in the minimum amounts and the coverages as required in the Insurance Requirements of this agreement. Insurance requirements are non-negotiable.

2.16. Minimum Qualifications

The qualified and responsive offeror must meet **all** minimum qualifications listed below. Should an offeror fail to meet one of the minimum qualifications identified, the offer will be disqualified as non-responsive.

A. Contractor must have three years minimum experience performing the work listed in Section 3. Scope of Work, to be verified with references listed in the References submittal.

B. Place of business must be within 30 miles of the geographic center of zip code 85003 (NE corner of 3rd Ave and Washington St, Phoenix AZ 85003). Provide address in Place of Business submittal.

C. The Contractor must be Data Center certified and licensed.

2.17. Award of Contract

Unless otherwise indicated, award(s) will be made to the most responsive, responsible Offeror(s) who are regularly established in the service, or providing the goods, contained in this solicitation and who have demonstrated the ability to perform in an acceptable manner.

A. Factors that may be considered by the City include:

   1. Technical capability of the Offeror to accomplish the scope of work required in the Solicitation. This may include performance history on past and current government or industrial contracts; and,

   2. Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation; and,

   3. Safety record; and,

   4. Offeror history of complaints and termination for convenience or cause.

B. Notwithstanding any other provision of this solicitation, the City reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all offers or portions thereof; or (3) reissue a solicitation.

C. A response to a solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's solicitation. Offers do not become contracts until they are executed by the Chief Procurement Officer or Department Director. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms, conditions and specifications of the procurement contract are contained in the solicitation, and in any addendum or contract amendment.

2.18. Solicitation Transparency Policy

Commencing on the date and time a solicitation is published, potential or actual Offerors or respondents (including their representatives) shall only discuss matters associated with the solicitation with the Mayor, any members of City Council, the City Manager, any Deputy City Manager, or any department director directly associated with the solicitation (including in each case their assigned staff, except for the designated Procurement Officer) at a public meeting, posted under Arizona Statutes, until the resulting contract(s) are awarded to all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or similar solicitation.

As long as the solicitation is not discussed, Offerors may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff. Offerors may not discuss the solicitation with any City employees or evaluation panel members.

Offerors may discuss their proposal or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the Procurement Officer, and are posted as open meetings with the City Clerk at least 24 hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.

With respect to the selection of the successful Offerors, the City Manager and/or City Manager's Office will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the City Manager and/or City Manager's Office and Department Head (or representative) to the proposal review panel or selecting authority must be provided in writing to all prospective Offerors.

This policy is intended to create a level playing field for all Offerors, assure that contracts are awarded in public, and protect the integrity of the selection process. OFFERORS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED. After official Notice is received by the City for disqualification, the Offeror may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.

"To discuss" means any contact by the Offeror, regardless of whether the City responds to the contact. Offerors that violate this policy will be disqualified until the resulting contract(s) are awarded, or all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or a similar solicitation. The City interprets the policy as continuing through a cancellation of a solicitation until Council award of the contract, as long as the City cancels with a statement that the City will rebid the solicitation.

2.19. Protest Process

Offeror may protest the contents of a solicitation no later than seven days before the solicitation deadline when the protest is based on an apparent alleged mistake, impropriety or defect in the solicitation. Protests filed regarding the solicitation may be addressed by an amendment to the solicitation or denied by the City. If denied, the opening and award will proceed unless the City determines that it is in the City's best interests to set new deadlines, amend the solicitation, cancel or re-bid.

Therefore, unless otherwise notified by a formal amendment, the Protester must adhere to all solicitation dates and deadlines, including timely filing of an offer, regardless of filing a protest.

Offeror may protest an adverse determination issued by the City regarding responsibility and responsiveness, within seven days of the date the Offeror was notified of the adverse determination.

Offeror may protest an award recommendation if the Offeror can establish that it had a substantial chance of being awarded the contract and will be harmed by the recommended award. The City will post recommendations on the City's website to award the contract(s) to an Offeror(s). Offeror must submit award protests within seven days after the posting of the award recommendation, with exceptions only for good cause shown, within the City's full and final discretion.

All protests will be in writing, filed with the Procurement Officer identified in the solicitation and include the following:

- Identification of the solicitation number;
- The name, address and telephone number of the protester;
- A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
- The form of relief requested; and
- The signature of the protester or its authorized representative.

The Procurement Officer will render a written decision within a reasonable period after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is complete. All protests and appeals must be submitted in accordance with the City's Procurement Code, (Phoenix City Code, Ch. 43) and any protests or appeals not submitted within the time requirements will not be considered. Protests must be filed with the Procurement Officer.

2.20. Public Record

All Offers submitted in response to this solicitation will become the property of the City and become a matter of public record available for review pursuant to Arizona State law. If an Offeror believes that a specific section of its Offer response is confidential, the Offeror will isolate the pages marked confidential in a specific and clearly labeled section of its Offer response. An Offeror may request specific information contained within its Offer is treated by the Procurement Officer as confidential provided the Offeror clearly labels the information

"confidential." To the extent necessary for the evaluation process, information marked as "confidential" will not be treated as confidential. Once the procurement file becomes available for public inspection, the Procurement Officer will not make any information identified by the Offerors as "confidential" available to the public unless necessary to support the evaluation process or if specifically requested in accordance with applicable public records law. When a public records request for such information is received, the Procurement Officer will notify the Offeror in writing of any request to view any portion of its Offer marked "confidential." The Offeror will have the time set forth in the notice to obtain a court order enjoining such disclosure. If the Offeror does not provide the Procurement Officer with a court order enjoining release of the information during the designated time, the Procurement Officer will make the information requested available for inspection.

2.21. Late Offers

Late Offers must be rejected, except for good cause. If a late Offer is submitted, the Department will document the date and time of the submittal of the late Offer, keep the Offer and notify the Offeror that its Offer was disqualified for being a late Offer.

2.22. Right to Disqualify

The City reserves the right to disqualify any Offeror who fails to provide information or data requested or who provides materially inaccurate or misleading information or data. The City further reserves the right to disqualify any Offeror on the basis of any real or apparent conflict of interest that is disclosed by the Offer submitted or any other data or information available to the City. This disqualification is at the sole discretion of the City. By submission of a solicitation response, the Offeror waives any right to object now or at any future time, before any agency or body including, but not limited to, the City Council of the City or any court as to the exercise by the City of such right to disqualify or as to any disqualification by reason of real or apparent conflict of interest determined by the City. The City reserves the right to replace the disqualified Offeror.

2.23. Contract Award

In accordance with the City of Phoenix Code, Chapter 43, Section 43-12, Competitive Sealed Bidding, award(s) shall be made to the lowest responsible and responsive offeror(s) whose offer conforms in all material respects to the requirements set forth in this solicitation. The City reserves the right to award a contract by individual line items, by group, all or none, or any other combination most advantageous to the City. The City reserves the right to multiple award.

2.24. Determining Responsiveness and Responsibility

Offers will be reviewed for documentation of any required minimum qualifications, and completeness and compliance with the solicitation requirements. The City reserves sole discretion to determine responsiveness and responsibility.

Responsiveness: Nonresponsive Offers will not be considered in the evaluation process. The solicitation states criteria that determine responsiveness, and the solicitation includes terms and conditions that if included or excluded from Offers will render an Offer nonresponsive.

Responsibility: To obtain true economy, the City must conduct solicitations to minimize the possibility of a subsequent default by the Offeror, late deliveries, or other unsatisfactory

performance that may result in additional administrative costs. It is important that the Offeror be a responsible Offeror. Responsibility includes the Offeror's integrity, skill, capacity, experience, and facilities for conducting the work to be performed.

2.25. Equal Low Offer

Contract award will be made by putting the names of the tied Offerors in a cup for a blind drawing limited to those bidders with tied Offers. If time permits, the Offerors involved will be given an opportunity to attend the drawing. The drawing will be witnessed by at least three persons, and the contract file will contain the names and addresses of the witnesses.

3. Scope of Work

3.1. INTRODUCTION

Citywide Departments require Uninterruptible Power Supply (UPS) and Power Distribution Units (PDU) to ensure power loss is not jeopardized for critical equipment during many operations. The contractor will supply all labor, materials, equipment, and associated service necessary to perform preventative maintenance and repair services for various Citywide UPS Systems, in accordance with the provisions, terms and conditions and specifications contained herein.

3.2. OVERVIEW

The City of Phoenix has several UPS units that require preventative maintenance. While preventative maintenance is a large portion of this contract, new equipment will also need to be purchased and provided by the contractor awarded at a manufacturer's discounted rate. The new equipment will include, but not limited to, UPS units, batteries, and any other equipment that may need to be purchased for the UPS unit or accessories. The contract will also provide repair services at a defined hourly rate for regular and emergency/premium hours. The dates of service should be defined in a schedule provided by the contractor and times of service will be confirmed by each department.

3.3. EQUIPMENT BY LOCATION

Current Equipment and locations used by the departments is included in **Exhibit A.** These locations and/or units may change in which case an amendment will be sent out stating the change(s).

3.4. SERVICE AND PRODUCT REQUIREMENTS

The contractor will provide UPS and PDU products and services under this contract which include, but are not limited to:

A. Manufacturer’s products, services, labor, materials, transportation, equipment and all other necessities for the installation, integration, and implementation, including engineering analysis, design and configuration, of the manufacturer’s product or service.

B. Software and/or hardware maintenance of the manufacturer’s product or service. Provide a detailed work plan/scope of work procedures for all major maintenance prior to commencing work. Procedures shall include back-up and contingency plans.

C. Ancillary services in conjunction with the implementation, or extension of a manufacturer’s product.

D. All approved corrections must be made per the manufacturer and City specifications.

E. Offeror must provide email or phone call confirmation to requestor

3.5. PREVENTATIVE MAINTENANCE (P.M.) – Scheduled as needed by department

A. Frequency: The Contractor shall perform a minimum of two (2) to the maximum of four (4) inspections a year.

B. Performed by Data Center certified and licensed technician.

C. Must be done per manufacturer specifications

D. City personnel may be present during the P.M. and repair

E. Vendor must allow for additional time to prepare UPS units in critical or hazardous areas

F. UPS units mounted above floor may require additional time

G. Service report shall include the following:

1. City of Phoenix Plant Name
2. City of Phoenix email address from Purchase Order
3. Building Location
4. System serial and model number
5. Service technician contact information
6. Visual inspection
7. Power check
8. Input/Output Voltage
9. Input/Output Current
10. Battery information
11. Corrections made
12. Recommendations (Note: Repairs shall be pre-approved by authorized City of Phoenix personnel and reference a Purchase Order Number. Quotes to include parts and estimated number of hours to repair equipment.)

H. PM’s must include the following services at a minimum:

1. Perform temperature check on all breakers, connections, and associated controls. Report all hot spots or areas significantly hotter than normal to Authorized City of Phoenix Personnel.
2. Perform a complete visual inspection of the equipment including subassemblies, wiring harnesses, contact, cables, and major components.
3. Check air filters for cleanliness. (if applicable)

4. Check rectifier and inverter snubber boards for discoloration.
5. Record all voltage and current meter readings on the module control cabinet or the system control cabinet.
6. Check the inverter and rectifier snubbers for burned or broken wires.
7. Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.
8. Check fuses on the DC capacitor deck for continuity (if applicable).
9. Perform operational test of the system including unit transfer and battery discharge.
10. Calibrate and record all electronics to system specifications.
11. Check or perform Engineering Field Change Notices (FCN) as necessary.
12. Measure and record all low-voltage power supply levels.
13. Record phase-to-phase input voltage and currents.
14. Check power capacitors for swelling or leaking oil. (if applicable)
15. Check for DC capacitor vent caps that have extruded more than 1/8". (if applicable)
16. Measure and record harmonic trap filter currents. (if applicable)
17. Review system performance with Authorized City Personnel to address any questions.
18. Measure and record each battery voltage
19. Check for corrosion on all the terminals and cables.
20. Examine the physical cleanliness of the battery room
21. Replace any necessary parts excluding: Proactive full bank capacitor, fan replacement, and batteries.
22. Battery Inspection Service Including:

- Check integrity of battery cabinet including visual inspection.
- Check for NO-OX grease or oil on all connections (if applicable).
- Check for corrosion on all the terminals and cables.
- Examine the physical cleanliness of the battery room and jars.
- Measure and record DC bus ripple voltage (if applicable).
- Measure and record total battery float voltage.
- Check the inverter and rectifier snubbers for burned or broken wires.

3.6. Premium Service

In addition to Preventive Maintenance 3.5 requirements, Premium Services will be required for units identified as critical to the City – Group V in the Exhibit B. Pricing Proposal. Premium Services must include all services:

A. Single Jar Replacement Service for Lead Acid Batteries: Includes freight, labor, disposal and batteries.

B. Inspect the appearance and cleanliness of the battery and the battery room. Clean normal jar top dirt accumulation (to be done only with battery off line).

C. Measure and record the total battery float voltage and charging current.

D. Measure and record the overall AC ripple voltage.

E. Measure and record the overall AC ripple current.

F. Visually inspect the jars and covers for cracks and leakage.

G. Visually inspect for evidence of corrosion.

H. Measure and record the ambient temperature.

I. Measure and record 100% of the jar temperatures.

J. Measure and record the float voltage of all cells.

K. Measure and record all internal ohmic readings.

L. Provide a detailed written report noting any deficiencies and corrective action needed, taken and/or planned.

M. Re-tighten all battery connections to the battery manufacturer's specifications, if required and determined by manufacturer’s literature.

N. Measure and record all battery connection resistances in micro-ohms, when applicable.

O. Performed by Liebert and Eaton factory trained Customer Engineers.

3.7. CUSTOMER SUPPORT

A. Includes telephone technical support

B. Coverage shall be available twenty-four (24) hours a day, seven (7) days a week (including holidays).

3.8. ON-SITE RESPONSE TIME

A. **Standard**: Requires Twenty-four (24) hour response from time of request. Schedule and perform repairs within time frame agreed upon with City staff (excluding weekends and holidays). Billable hours start when the repair technician arrives on site and terminates upon contractor’s completion of work on site.

B. **Emergency**: Requires Two (2) hour response from time of request. An estimated time of arrival (ETA) notification must be given and contractor must be on-site within 2 hours from time of request.

3.9. DISPOSAL OF REPLACEMENT PARTS

A. Vendor shall be responsible for the proper disposal of all replaced parts, including batteries.

B. Batteries shall be recycled and include documentation meeting EPA requirements.

3.10. WARRANTY

A. Contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts or equipment. A minimum of one (1) year warranty will apply to all materials and workmanship from the date of final acceptance of the project. Any manufacturer's warranties that are more than one year shall be extended to the City.

B. All warranty documentation for hardware, software and support shall be provided to the Purchase Order requestor.

3.11. WORK HOURS

Regular work hours shall be 6:00 a.m. until 5:00 p.m., Monday through Friday, holidays excluded, regular hourly labor rate will apply. **Premium work** hours shall be all other times to include 5:00 p.m. until 6:00 a.m. Monday through Friday and 24 hours a day on weekends. Work hourly rates provided by the Contractor in Exhibit B. Pricing Proposal of this document will apply.

3.12. ADDITIONAL MANUFACTURERS

Additional manufacturers may be requested and/or currently in use. These manufacturers can be added to the contract per department needs by contract amendment.

3.13. MISCELLANEOUS COMPONENTS

Any component not listed specifically in this contract, but specific to a manufacturers product list, or part of a City UPS unit, will be covered under this contract as well.

3.14. BATTERY REPLACEMENT

A. Battery replacement will be billed in accordance with Group II of the Non P.M hourly rates. Batteries can be purchased new for the City to install or purchased to have contractor install. New battery purchases may be installed by the City or by the contractor. Battery purchases will be billed at the manufacturer percent discount, Group IV.

3.15. NEW UPS

- Vendor installation will require all aspects of ensuring proper working order

- Vendor to sell new units to the City at a discount from Manufacturer's price list within Section VI Submittal
- Purchase of new UPS

3.16. TIER DEFINITIONS

A. Tier I:

250VA – 1500VA

PC & Workstation UPS – Single Phase

Power Protection Solution for Desktop Computers;

B. Tier II:

1500VA – 20kVA

Network & Server UPS – Larger Single Phase

Power protection solutions designed for networking equipment including entry-level to high performance storage, switches and servers

C. Tier III:

10kVA – 100kVA

Small to Mid-Size Data Centers – small three phase

Power protection solutions designed for centralized protection of any data center and for complete building systems;

D. Tier IV:

101kVA and larger

Mid-size to large data center and facility UPS large three phase.

4. Standard Terms and Conditions

4.1. Definition of Key Words Used in the Solicitation

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of Offer as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the Offer without the information.

May: Indicates something that is not mandatory but permissible.

For purposes of this solicitation, the following definitions will apply:

“A.R.S.” Arizona Revised Statute

“Buyer” or “Procurement Officer” City of Phoenix staff person responsible for the solicitation. The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and responsible for monitoring and overseeing the Contractor's performance under this contract.

"City" The City of Phoenix

"Contractor" The individual, partnership, or corporation who, as a result of the competitive process, is awarded a contract by the City of Phoenix.

"Contract” or “Agreement" The legal agreement executed between the City of Phoenix, AZ and the Contractor.

“Days” Means calendar days unless otherwise specified.

“Chief Procurement Officer” The contracting authority for the City of Phoenix, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, AZ.

“Employer” Any individual or type of organization that transacts business in this state, that has a license issued by an agency in this state and employs one or more employees in this state. Employer includes this state, any political subdivision of this state and self-employed persons. In the case of an independent contractor, employer means the independent contractor and does not mean the person or organization that uses contract labor. (A.R.S. 23-211).

“Offer” Means a response from a Supplier, Contractor, or Service Provider to a solicitation request that, if awarded, binds the Supplier, Contractor, or Service Provider to perform in accordance with the contract. Same as bid, proposal, quotation or tender.

“Offeror” Any Vendor, Seller or Supplier submitting a competitive offer in response to a solicitation from the City. Same as Bidder or Proposer.

“Solicitation” Means an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Quotations (RFQ), Request for Qualifications (RFQu) and request for sealed Offers, or any other type of formal procurement which the City makes public through advertising, mailings, or some other method of communication. It is the process by which the City seeks information, proposals, Offers, or quotes from suppliers.

“Suppliers” Firms, entities or individuals furnishing goods or services to the City.

“Vendor or Seller” A seller of goods or services.

4.2. Contract Interpretation

A. **Applicable Law:** This Contract will be governed by the law of the State of Arizona, and suits pertaining to this Contract will be brought only in Federal or State courts in Maricopa County, State of Arizona.

B. **Contract Order of Precedence:** In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following will prevail in the order set forth below:

1. Federal terms and conditions, if any
2. Special terms and conditions
3. Standard terms and conditions
4. Amendments
5. Statement or scope of work
6. Specifications
7. Attachments
8. Exhibits
9. Instructions to Contractors
10. Other documents referenced or included in the Solicitation

C. **Organization – Employment Disclaimer:** The Agreement resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in the agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor’s obligations under the agreement are considered to be City’s employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor will have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen’s compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and will save and hold the City harmless with respect thereto.

D. **Severability:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

E. **Non-Waiver of Liability:** The City of Phoenix as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.

F. **Parol Evidence:** This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage in the trade will be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

4.3. Contract Administration and Operation

A. **Records:** All books, accounts, reports, files and other records relating to the contract will be subject at all reasonable times to inspection and audit by the City for five years after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the City. Confidentiality will be maintained, and City will not violate any proprietary or other confidentiality agreements vendor has in place.

B. **Discrimination Prohibited:** Contractor agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V as amended. Any contractor, in performing under this contract, will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor otherwise commit an unfair employment practice. The supplier and/or lessee will take action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, or national origin, age or disability and adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort and responsibility, and that are performed within the same establishment under similar working conditions. Such action will include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The supplier further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-contractor agreements or subleases of this agreement entered into by supplier/lessee.

C. **Equal Employment Opportunity and Pay:** In order to do business with the City, Contractor must comply with Phoenix City Code, 1969, Chapter 18, Article V, as

amended, Equal Employment Opportunity Requirements. Contractor will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.

1. **For a Contractor with *35 employees or fewer:*** Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts related to this Agreement that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement. Contractor further agrees that this clause will be incorporated in all subcontracts, Contractor agreements or subleases of this agreement entered into by supplier/lessee.
2. **For a Contractor with *more than 35 employees:*** Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, and shall adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-Contractor agreements or subleases of this Agreement entered into by supplier/lessee. The Contractor further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

3. **Documentation:** Suppliers and lessees may be required to provide additional documentation to the Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.

4. **Monitoring:** The Equal Opportunity Department shall monitor the employment policies and practices of suppliers and lessees subject to this article as deemed necessary. The Equal Opportunity Department is authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary.

D. **Legal Worker Requirements:** The City of Phoenix is prohibited by A.R.S. § 41-4401 from awarding a contract to any Contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that:

1. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A.

2. A breach of a warranty under paragraph 1 will be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.

3. The City of Phoenix retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 1.

E. **Health, Environmental, and Safety Requirements:** The Contractor's products, services and facilities will be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City. At the request of City representatives, the Contractor will provide the City:

1. Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in this contract.

2. A list of all federal, state, or local (EPA, OSHA, Maricopa County, etc.) citations or notice of violations issued against their firm or their subcontractors including dates, reasons, dispositions and resolutions.

3. The City will have the right, but not the obligation to inspect the facilities, transportation vehicles or vessels, containers and disposal facilities provided by the Contractor or subcontractor. The City will also have the right to inspect operations conducted by the Contractor or subcontractor in the performance of this agreement. The City further reserves the right to make unannounced inspections of the Contractor's facilities (during normal business hours).

F. **Compliance with Laws:** Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances

when performing under this Contract regardless of whether they are being referred to by the City. Contractor agrees to permit City inspection of Contractor's business records, including personnel records to verify any such compliance. Because the contractor will be acting as an independent contractor, the City assumes no responsibility for the Contractor's acts. Contractor shall comply with the provisions of the Supplemental Terms and Conditions to All Airport Agreements attached, marked Exhibit A, and incorporated herein by this reference.

G. **Lawful Presence Requirement:** Pursuant to A.R.S. §§ 1-501 and -502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. In the event the prevailing responder is unable to satisfy this requirement, the City will offer the award to the next-highest scoring responder. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies.

H. **Continuation During Disputes:** Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor will continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.

I. **Emergency Purchases:** The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the Contractor.

4.4. Costs and Payments

A. **General:** Any prompt payment terms offered must be clearly noted by the Contractor on all invoices submitted to the City for the payment of goods or services received. The City will make every effort to process payment for the purchase of material or services within thirty to forty-five calendar days after receipt of a correct invoice, unless a good faith dispute exists to any obligation to pay all or a portion of the account. Payment terms are specified in the Offer.

B. **Payment Deduction Offset Provision:** Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the City. Contractor agrees that any obligation it owes to the City will be offset against any payment due to the Contractor from the City.

C. **Late Submission of Claim by Contractor:** The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.

D. **Discounts:** If applicable, payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.

E. **No Advance Payments:** Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received, unless addressed specifically in the Scope of work for subscription services.

F. **Fund Appropriation Contingency:** The Contractor recognizes that any agreement entered into will commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Contractor and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City, which ends on June 30th of each year, will be subject to the approval of the budget of the City providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.

G. **Maximum Prices:** The City will not be invoiced at prices higher than those stated in any contract resulting from this Offer. Contractor certifies, by signing this Offer that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions, as applicable and shown by quotes for like services and goods. Contractor further agrees that any reductions in the price of the goods or services covered by this Offer and occurring after award will apply to the undelivered balance. The Contractor will promptly notify the City of such price reductions.

H. **F.O.B. Point:** All prices are to be quoted F.O.B. destination, unless specified elsewhere in this solicitation.

4.5. Contract Changes

A. **Contract Amendments:** Contracts will be modified only by a written contract amendment signed by persons duly authorized to enter into contracts on behalf of the Contractor. No verbal agreement or conversation with any officer, agent, or employee of the City either before or after execution of the contract, will affect or modify any of the terms or obligations contained or to be contained in the contract. Any such verbal agreements or conversation shall be considered as unofficial information and in no way binding upon the City or the Contractor. All agreements shall be in writing and contract changes shall be by written amendment signed by both parties.

B. **Assignment - Delegation:** No right or interest in this contract nor monies due hereunder will be assigned in whole or in part without written permission of the City, and no delegation of any duty of Contractor will be made without prior written permission of the City, which may be withheld for good cause. Any assignment or delegation made in violation of this section will be void.

C. **Non-Exclusive Contract:** Any contract resulting from this solicitation will be awarded with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source when necessary.

4.6. Risk of Loss and Liability

A. **Title and Risk of Loss:** The title and risk of loss of material or service will not pass to the City until the City actually receives the material or service at the point of delivery; and such loss, injury, or destruction will not release seller from any obligation hereunder.

B. **Acceptance:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance will conform to the cancellation clause set forth in this document.

C. **Force Majeure:** Except for payment of sums due, neither party will be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure will not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. If either party is delayed at any time in the progress of the work by force majeure, the delayed party will notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and will specify the causes of such delay in such notice. Such notice will be hand-delivered or mailed certified-return receipt and will make a specific reference to this provision, thereby invoking its provisions. The delayed party will cause such delay to cease as soon as practicable and will notify the other party in writing when it has done so. The time of completion will be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.

D. **Loss of Materials:** The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the City.

E. **Contract Performance:** Contractor will furnish all necessary labor, tools, equipment, and supplies to perform the required services at the City facilities designated, unless otherwise specifically addressed in the scope, or elsewhere in this Agreement. The City's authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City will notify the Contractor. The Contractor will have 30 days from that time to correct any specific instances of unsatisfactory performance, unless a different amount of time is

specified in the agreement. In the event the unsatisfactory performance is not corrected within the time specified, the City will have the immediate right to complete the work to its satisfaction and will deduct the cost to cover from any balances due or to become due the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default.

F. **Damage to City Property:** Contractor will perform all work so that no damage to the building or grounds results. Contractor will repair any damage caused to the satisfaction of the City at no cost to the City. Contractor will take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor will repair and finish to match existing material as approved by the City at Contractor's expense.

4.7. City's Contractual Rights

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

A. **Non-Exclusive Remedies:** The rights and remedies of the City under this Contract are non-exclusive.

B. **Default in One Installment to Constitute Breach:** Each installment or lot of the agreement is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the value of the whole agreement and constitutes a total breach of the agreement as a whole.

C. **On Time Delivery:** Because the City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Contractor.

D. **Default:** In case of default by the Contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the Solicitation and/or Performance Bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.

E. **Covenant Against Contingent Fees:** Seller warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, the City will have the right to annul the contract without liability or in its

discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.

F. **Cost Justification:** In the event only one response is received, the City may require that the Contractor submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the Offer price is fair and reasonable.

G. **Work Product, Equipment, and Materials:** All work product, equipment, or materials created or purchased under this contract belongs to the City and must be delivered to the City at City's request upon termination of this contract. Contractor agrees to assign to City all rights and interests Contractor may have in materials prepared under this contract that are "works for hire" within the meaning of the copyright laws of the United States, including any right to derivative use of the material.

4.8. Contract Termination

A. **Gratuities:** The City may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City making any determinations with respect to the performing of such contract. In the event this contract is canceled by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

B. **Conditions and Causes for Termination:**

1. This contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty-day written notice to Contractor. The City at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the City will be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the City before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. The Seller will submit detailed cost claims in an acceptable manner and will permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

2. The City reserves the right to cancel the whole or any part of this contract due to failure of Contractor to carry out any term, promise, or condition of the contract. The City will issue a written notice of default to Contractor for acting or failing to act as in any of the following:

   - In the opinion of the City, Contractor provides personnel who do not meet the requirements of the contract;
   - In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;

- In the opinion of the City, Contractor attempts to impose on the City personnel or materials, products or workmanship, which is of an unacceptable quality;
- Contractor fails to furnish the required service and/or product within the time stipulated in the contract;
- In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the contract and/or gives the City a positive indication that Contractor will not or cannot perform to the requirements of the contract.

C. **Contract Cancellation:** All parties acknowledge that this contract is subject to cancellation by the City of Phoenix pursuant to the provision of Section 38-511, Arizona Revised Statutes.

4.9. Notice

All notices, consents, approvals, and other communications ("Notice") between the City and Contractor that are required to be given under this Contract shall be in writing and given by (1) personal delivery, (2) email with return receipt requested (read receipt), (3) facsimile transmittal with delivery confirmation, (4) prepaid delivery to any commercial air courier or express delivery service, or (5) registered or certified mail, postage prepaid and return receipt requested, through the United States Postal Service.

Notices to the City shall be sent to: City of Phoenix Finance Department, Procurement Division Procurement@phoenix.gov.

Notice to Contractor shall be sent to the person at the mailing address, email address, or fax number listed by Contractor in its Offer in Submittal Forms - Offer Page.

4.10. State and Local Transaction Privilege Taxes

In accordance with applicable state and local law, transaction privilege taxes may be applicable to this transaction. The state and local transaction privilege (sales) tax burden and legal liability to remit taxes are on the Contractor that is conducting business in Arizona and the City of Phoenix. Any failure by the Contractor to collect applicable taxes from the City will not relieve the Contractor from its obligation to remit taxes. It is the responsibility of the prospective bidder to determine any applicable taxes. The City will look at the price or offer submitted and will not deduct, add or alter pricing based on speculation or application of any taxes, nor will the City provide advice or guidance. If you have questions regarding your tax liability, please seek advice from a tax professional prior to submitting your Offer. You may also find information at https://www.phoenix.gov/finance/plt or https://www.azdor.gov/Business. Once your Offer is submitted, the Offer is valid for the time specified in this Solicitation, regardless of mistake or omission of tax liability. If the City finds over payment of a project due to tax consideration that was not due, the Contractor will be liable to the City for that amount, and by contracting with the City, the Contractor agrees to remit any overpayments back to the City for miscalculations on taxes included in an offer price.

4.11. Tax Indemnification

Contractor will pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor, and require the same of all subcontractors. Contractor will hold the

City harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation, and require the same of all subcontractors.

4.12. Tax Responsibility Qualification

Contractor may be required to establish, to the satisfaction of City, that any and all fees and taxes due to the City or the State of Arizona for any License or Transaction Privilege taxes, Use Taxes or similar excise taxes, are currently paid (except for matters under legal protest). Contractor agrees to a waiver of the confidentiality provisions contained in the City Finance Code and any similar confidentiality provisions contained in Arizona statutes relative to State Transaction Privilege Taxes or Use Taxes. Contractor agrees to provide written authorization to the City Finance Department and to the Arizona State Department of Revenue to release tax information relative to Arizona Transaction Privilege Taxes or Arizona Use Taxes in order to assist the Department in evaluating Contractor's qualifications for and compliance with contract for duration of the term of contract.

4.13. No Israel Boycott

If this Contract is valued at $100,000 or more and requires Contractor (a company engaging in for-profit activity and having ten or more full-time employees) to acquire or dispose of services, supplies, information technology, or construction, then Contractor must certify and agree that it does not and will not boycott goods or services from Israel, pursuant to Title 35, Chapter 2, Article 9 of the Arizona Revised Statutes. Provided that these statutory requirements are applicable, Contractor by entering this Contract now certifies that it is not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of goods or services from Israel.

4.14. No Forced Labor of Ethnic Uyghurs

If this Contract requires Contractor (a company engaging in for-profit activity and having ten or more full-time employees) to acquire or dispose of services, supplies, information technology, goods, or construction, then pursuant to Title 35, Chapter 2, Article 10 of the Arizona Revised Statutes Contractor must certify and agree that it and any contractors, subcontractors, or suppliers it utilizes do not and will not use the forced labor of ethnic Uyghurs in the People’s Republic of China or any goods or services produced by such forced labor. Provided these statutory requirements are applicable, Contractor, by entering this Contract, now certifies it is not currently engaged in, and agrees for the duration of the Contract to not engage in, (a) the use of forced labor of ethnic Uyghurs in the People’s Republic of China; (b) the use of any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; or (c) the use of 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.

4.15. Advertising

Except as required by law, Contractor shall not publish, release, disclose or announce to any member of the public, press, official body, or any other third party any information or documents concerning this Agreement or any part thereof without the prior written consent of the City. The

name of any City site on which services are performed by the Contractor pursuant to this Agreement shall not be used in any advertising or other promotional context by Contractor without the prior written consent of the City.

4.16. Strict Performance

Failure of either party to insist upon the strict performance of any item or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract, or by law, will not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

4.17. Authorized Changes

The City reserves the right at any time to make changes in any one or more of the following: (a) specifications; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; and/or (e) quantities. If the change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment will be deemed waived unless asserted in writing within sixty days from the receipt of the change. Price increases or extensions of delivery time will not be binding on the City unless evidenced in writing and approved by the Chief Procurement Officer prior to the institution of the change.

4.18. Attorney Fees

In any contested action related to or arising out of this Contract, the prevailing party shall recover its attorney fees, court costs, and other expenses from the other party. Where there are no competing claims, “prevailing party” means the party that substantially obtained the relief sought. Where there are competing claims, the prevailing party is the net winner or the party who prevailed in a totality of the litigation.

4.19. Headings

Headings for articles, sections, and paragraphs are for reference only and do not limit the content or scope of any provision of this Contract.

4.20. National Emergency

This Contract is subject to the right of the United States to control, operate, and regulate the Airport and to use of the Airport during the time of war or national emergency.

4.21. No Impairment of Title

Contractor and its agents, employees, and contractors shall not cause or allow any person or entity to cause any lien, cloud, charge, or encumbrance to be filed, recorded, or imposed on the Airport or any portion thereof.

4.22. No Personal Liability

The City’s officers, officials, agents, and employees are not personally liable to Contractor for any default or breach of this Contract by the City, are not liable for any amount that may become due to Contractor, and are not obligated to perform under any provision of this Contract.

4.23. Successors and Assigns

This Contract binds the parties and their owners, officers, directors, managers, members, agents, employees, representatives, trustees, executors, personal representatives, and successors.

4.24. Termination for Non-Appropriation of Funds

This Contract is contingent on the appropriation of adequate funds by the Phoenix City Council for each fiscal year during the term of this Contract. If adequate funds are not appropriated, then this Contract shall terminate on June 30 of the last fiscal year for which funds were appropriated. The termination shall be without penalty or any liability by the City.

4.25. Breach and Remedies for Breach

The occurrence of any of the following events shall be deemed a material breach of this Contract by Contractor:

- Contractor fails to pay any amount when due and the failure continues for ten (10) days after notice from the City.
- Except for the non-monetary events of breach listed below, Contractor fails to perform any non-monetary obligation under this Contract and the failure continues for ten (10) days after notice from the City.
- Contractor fails to procure and maintain the insurance coverages required under this Contract and the failure continues for one (1) day after notice from the City.
- Contractor breaches any other lease, contract, agreement, or permit it has with the City.
- Contractor files a voluntary petition in bankruptcy; is adjudicated bankrupt or insolvent; takes the benefit of any law applicable to bankrupt or insolvent debtors; files a petition or action seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief; seeks or acquiesces to the appointment of a trustee, receiver, or liquidator of all or a substantial part of Contractor's assets; or makes any general assignment for the benefit of creditors.
- Contractor violates any federal, state, or local law, rule, regulation, or ordinance related to this Contract and the violation continues for ten (10) days after notice from the City.

Upon the occurrence of any breach by Contractor, the City may elect to do any or all the following at one time or over a period of time:

- File a civil action or actions to, among other things, enforce this Contract and recover all amounts due, all attorney fees, court costs, and other expenses incurred.
- Exercise any and all remedies allowed at law or in equity.
- Recover all attorney fees, court costs, and other expenses incurred, whether or not a civil action or other judicial proceeding is filed.

The City's exercise of any remedy does not terminate and shall not be construed to terminate this Contract. Termination of this Contract must be evidenced by a writing signed by the City for that purpose. The foregoing list of remedies is not exhaustive, and the rights and remedies of the City under this Contract are non-exclusive.

4.26. Claims Against the City

Contractor shall comply with the procedures set forth in Chapter XVIII, § 14 of the Charter of the City of Phoenix (claims or demands against the City) and A.R.S. § 12-821 and § 12-821.01 (notice of claim statutes) for presenting claims or demands against the City. Nothing in this Contract constitutes a contractual term that requires a dispute resolution process, an administrative claims process, or review process, as those terms are used in A.R.S. § 12-821.01(C), so as to affect the date on which a cause of action accrues under A.R.S. § 12-821.01(A) and (B).

4.27. Delinquent Account Fee

Any amount that is not paid by Contractor when due is deemed delinquent. If the delinquent amount remains unpaid for ten (10) days, then a delinquent account fee of eighteen percent (18%) per annum shall be assessed according to Phoenix City Code § 4-7. Delinquent account fees shall be computed and accrued on a daily basis and assessed until the account balance, including delinquent account fees, is paid in full. Delinquent account fees are due from Contractor upon demand by the City.

4.28. Entire Agreement

This Contract constitutes the entire agreement between the parties and supersedes all prior written and oral agreements, understandings, discussions, proposals, negotiations, communications, representations, and correspondence related to this Contract. The parties are not bound by any obligation not provided for in this Contract. Contractor certifies that it was not induced to enter into this Contract by any misrepresentation, undue influence, or coercion by the City or any of its officers, officials, agents, or employees. The Exhibits attached to this Contract are material parts of this Contract and are incorporated herein by this reference.

4.29. Fair Interpretation

Contractor agrees that the rule that ambiguous or vague language in a contract is construed against the drafter is waived and does not apply to this Contract. Contractor agrees that this Contract shall be interpreted fairly and not against the City simply because the City drafted this Contract.

4.30. No Third-Party Beneficiaries

Except as expressly provided in this Contract, nothing contained herein creates or may be construed to create any right or privilege in any person or entity that is not a party to this Contract.

4.31. Contractor Requirements for the Mitigation of Heat-Related Illnesses and Injuries in the Workplace

Any contractor whose employees and contract workers perform work in an outdoor environment under this contract must keep on file a written heat safety plan. The city may request a copy of

this plan and documentation of all heat safety and mitigation efforts currently implemented to prevent heat-related illnesses and injuries in the workplace. The plan must also be posted where it is accessible to employees. At a minimum, the heat safety and mitigation plan and documentation required under this provision shall include each of the following as it relates to heat safety and mitigation:

A. Availability of sanitized cool drinking water free of charge at locations that are accessible to all employees and contract workers.

B. Ability to take regular and necessary breaks as needed and additional breaks for hydration.

C. Access to shaded areas and/or air conditioning.

D. Access to air conditioning in vehicles with enclosed cabs. All such vehicles must contain functioning air conditioning by no later than May 1, 2025.

E. Effective acclimatization practices to promote the physiological adaptations of employees or contract workers newly assigned or reassigned to work in an outside environment.

F. Conduct training and make it available and understandable to all employees and contract workers on heat illness and injury that focuses on the environmental and personal risk factors, prevention, how to recognize and report signs and symptoms of heat illness and injury, how to administer appropriate first aid measures and how to report heat illness and injury to emergency medical personnel.

The contractor further agrees that this clause will be incorporated in all subcontracts with subcontractors, sublicensees or sublessees who may perform labor or services in connection with this contract. Additionally, the contractor agrees to require all subcontractors, sublicensees or sublessees to include this clause in all contracts with any third party who is contracted to perform labor or services in connection with this contract. It is the obligation of the contractor to ensure compliance by its subcontractors.

4.32. Title VI Solicitation Notice

The City of Phoenix, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

5. Special Terms and Conditions

5.1. Term of Contract

The term of this Contract will commence on or about July 1, 2025 and will continue for a period of five (5) years thereafter.

5.2. Free on Board (FOB)

Prices quoted shall be FOB destination and delivered, as required, to the following point(s): various locations, contractor shall verify purchase order for delivery destination..

5.3. Price

All prices submitted shall be firm and fixed for the initial one-year of the contract. Thereafter, price increases will be considered annually provided the adjustments are submitted in writing with 60 days' notice to the Procurement Officer. Price increase requests shall be accompanied with written documentation to support the increase, such as a letter from the manufacturer, published price index, applicable change in law, etc. Price decrease requests do not require supporting documentation and are allowed at any time during the contract term.

The City will be the sole judge in determining the allowable increase amount. Price increases agreed to by any staff other than the Chief Procurement Officer are invalid. The Contractor acknowledges and agrees to repay all monies paid because of a requested price increase unless the increase was specifically approved, in writing, by the Chief Procurement Officer.

5.4. Discounts from Published Catalogs / Price Lists

Contractor must indicate and provide with its submittal, if reasonable, the manufacturer's price list, or catalog that will be in effect at the commencement of the contract and from which the discounts offered will be evaluated. The Procurement Officer must be informed 60 days in advance of any new price list or catalogs and the respective date(s).

Any terms and conditions contained in the parts price list(s) or catalog(s) will not take precedence over the City's terms and conditions specified herein.

A. All discounts offered will be firm and fixed for the entire contract period. Discounts offered must be expressed as a single percentage (%) figure for each contract item. Offers containing chain or multiple discounts may be considered non-responsive.

B. Offers will be submitted based on a discount from a manufacturer's most recent Published Price List(s) or Catalog which is common to, and accepted by, the industry in general. The lists must be printed or available online, properly identified, and dated as to issuance and effectiveness.

Revised Price Lists or Catalogs may be used as a means of price adjustment. However, all offers are to be firm for a period of one-year after the solicitation due date and pricing cannot be revised during that time. Revised pricing will be accepted only in the event of an industry-wide price change, as evidenced by the issuance of revised price lists, by the manufacturer. Price adjustments will not be made for changes in freight costs. New pricing will not become effective until revised list(s) are submitted to the City under Contractor cover letter identifying the

applicable contract number. Contractor cover letter and pricing list(s) must be date, signed, and submitted to the Procurement Officer. One of revised price list will be required.

A. All invoices must include the manufacturer's part number, list price and discount percentage, net price extended and totaled. The City reserves the right to request a hard copy of the manufacturer's documented price listing for any item(s) invoiced.

5.5. Method of Ordering

Contractor shall deliver items and/or services only upon receipt of a written purchase order. All Contractor invoices and packing/delivery tickets must include the City of Phoenix purchase order number.

5.6. Method of Invoicing

Invoice must be emailed in .pdf format to invoices@phoenix.gov and must include the following:

- City purchase order number or shopping cart number
- Items listed individually by the written description and part number
- Unit price, extended and totaled
- Quantity ordered, back ordered, and shipped
- Applicable tax
- Invoice number and date
- Delivery address
- Payment terms
- FOB terms
- Remit to address

5.7. Method of Payment

Payment to be made from Contractor's invoice and a copy of the signed delivery/service ticket submitted to cover items received and accepted during the billing period.

5.8. Partial Payments

Partial payments are not authorized on individual purchase orders. Payment will be made upon final delivery and acceptance of all goods and services on the purchase order.

5.9. Supplier Profile Changes

It is the responsibility of the Contractor to promptly update their profile in procurePHX at https://www.phoenix.gov/procure. If Contractor's legal identify has changed, the Procurement Officer must be notified immediately. Failure to do so may result in non-payment of invoices and contract termination.

5.10. Estimated Quantities or Dollar Amounts (Requirements Contracts Only)

Quantities and dollar amounts listed are the City's best estimate and do not obligate the City to order or accept more than City's actual requirements during the period of this agreement, as determined by actual needs and availability or appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirement for the contract period.

5.11. Suspensions of Work

The City reserves the right to suspend work wholly or in part if deemed necessary for the best interest of the City. This suspension will be without compensation to the Contractor, other than to adjust the contract completion/delivery requirements.

5.12. Hours of Work

All work under this contract shall be coordinated with the City's authorized Department representative. Any changes to the established schedule must have prior written approval by the City's authorized Department representative.

5.13. Post Award Conference

A post-award conference will be held prior to commencement of any work on the project. The purpose of this conference is to discuss critical elements of the work schedule and operational problems and procedures.

5.14. Performance Interference

Contractor shall notify the City's authorized Department representative immediately of any occurrence and/or condition that interferes with the full performance of the contract and confirm it in writing within 24 hours.

5.15. Cooperative Agreement

In addition to the City and with approval of the Contractor, this contract may be extended for use by other municipalities and government agencies in the State of Arizona.

5.16. Exclusive Possession

All services, information, computer program elements, reports, and other deliverables which may be created under this contract are the sole property of the City of Phoenix and will not be used by the Contractor or any other person except with prior written permission by the City.

5.17. Licenses and Permits

Contractor will keep current Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.

5.18. Delivery

All deliveries shall be made various locations, contractor shall verify purchase order for delivery hours., local time, Monday through Friday, excluding City holidays. City holiday calendar: https://www.phoenix.gov/calendar/holidays

5.19. Delivery / Service Ticket

Contractor shall provide a packing list or service ticket for items delivered to the City or services provided to the City. Tickets should include the following and a legible copy shall be provided to the City:

- Date
- City purchase order number
- Written description of services which were provided
- Itemized list of materials which were delivered, including quantity
- A unique identification number and Contractor name
- Signature of City employee who accepted for the materials/services

5.20. Miscellaneous Fees

Additional charges for fuel surcharges, delivery charges, dealer prep, environmental fees, waste disposal, shop supplies, set-up, freight and/or shipping and handling, etc. will not be paid. These costs must be incorporated in the pricing provided.

Labor rates (Shop and On-site) shall be charged as a flat hourly rate and are allowed only in performance of services under this agreement. Travel hours and other incidental fees will not be permitted under this agreement. Labor hours will be from “check-in” to “check-out” at the worksite.

5.21. Single Source for Warranty Work

Contractor shall be fully responsible for all warranty work. In addition, Contractor shall have or establish a single local Phoenix source that will accomplish or coordinate any necessary warranty work. Contractor shall respond to requests for repairs within twenty four hours after a verbal request by the City.

5.22. Warranty

All equipment supplied under this contract shall be fully guaranteed by the Contractor for a minimum period of 1 year from the date of acceptance by the City. Any defects of design, workmanship, or materials that would result in non-compliance with the contract specifications shall be fully corrected by the Contractor (including parts and labor) without cost to the City. Any manufacturer’s warranties that are more than one year shall be extended to the City.

Warranty work requirements shall be performed by a technician on-site with a guaranteed response time of within 24 hours, seven days a week, 24 hours per day. City acceptance will be determined by the date of actual installation and start-up. Since some of the items will be inventoried for emergency purposes, the City will notify the Contractor of actual start-up date which will be within one year of item receipt.

5.23. Equipment Installation

All equipment shall be completely assembled and installed by the Contractor and ready for use on the City's property at various locations, contractor shall verify where equipment shall be installed..

5.24. Industry Standards

It is intended that the manufacturer in the selection of components will use material and design practices that are the best available in the industry for the type of operating conditions to which the item will be subjected. Component parts shall be selected to give maximum performance, service life and safety and not merely meet the minimum requirements of this specification. All parts, equipment and accessories shall conform in strength, quality of material and workmanship to recognized industry standards.

The term "heavy duty" if used in these specifications shall mean that the item to which the term is applied shall exceed the usual quantity, quality, or capacity supplied with standard production items and it shall be able to withstand unusual straining, exposure, temperature, wear and use.

The City reserves the right to waive minor variations if, in the opinion of the City's authorized Department representative, the basic unit meets the general intent of these specifications.

The product offered shall not include a major component that is of a prototype nature or has not been in production for a sufficient length of time to demonstrate reliability.

If the specifications stated herein for component items do not comply with legal requirements, the Contractor shall so notify the City prior to the offer opening due date.

5.25. New Equipment

All items offered shall be new equipment supplied from the manufacturer. Offers for remanufactured/refurbished equipment will be considered as non-responsive and rejected.

5.26. Product Discontinuance

The City may award contracts for products and/or models of equipment because of this solicitation. If a product or model is discontinued by the manufacturer, the City, in its sole discretion, may allow the Contractor to provide a substitute for the discontinued item. Contractor shall request permission to substitute a new product or model and will provide the following:

- A formal announcement from the manufacturer that the product or model has been discontinued.
- Documentation from the manufacturer that names the replacement product or model.
- Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
- Documentation that provides clear and convincing evidence that the replacement will be compatible with all functions or uses of the discontinued product or model.
- Documentation from the manufacturer confirming that the price for the replacement item will be the same as the discontinued item.

- The Chief Procurement Officer will be the sole judge in determining the allowable substitute, new product or model change for discontinued item.

5.27. Communication in English

It is mandatory that the Contractor's lead person assigned to any City facility can speak, read, and write in English to effectively communicate with City staff.

5.28. Types of Work Supervision

The Contractor shall provide onsite supervision and appropriate training to assure competent performance of the work. Contractor or authorized agent will make sufficient daily routine inspections to ensure the work is performed as required by this contract.

5.29. Background Screening

Contractor agrees that all Contractor and subcontractors' workers (collectively "Contract Worker(s))" pursuant to this Agreement will be subject to background and security checks and screening (collectively "Background Screening") at Contractor's sole cost and expense, unless otherwise provided for in the scope of work. Contractor's background screening will comply with all applicable laws, rules and regulations. Contractor further agrees that the background screening is necessary to preserve and protect the public health, safety and welfare. The City requires a completed Contract Worker Badge/Key/Intrusion Detection Responsibilities Agreement for each Contract Worker who requires a badge or key.

5.30. Background Screening Risk Level

The City has established two levels of risk: Standard and Maximum risk. If the scope of work changes, the City may amend the level of risk, which could require the Contractor to incur additional contract costs to obtain background screens or badges.

5.31. Terms of This Section Applicable to all Contractor's Contracts and Subcontracts

Contractor will include Contract Worker background screening in all contracts and subcontracts for services furnished under this agreement.

5.32. Materiality of Background Screening Requirements; Indemnity

The background screening requirements are material to City's entry into this agreement and any breach of these provisions will be deemed a material breach of this contract. In addition to the indemnity provisions set forth in this agreement, Contractor will defend, indemnify and hold harmless the City for all claims arising out of this background screening section including, but not limited to, the disqualifications of a Contract Worker by Contractor. The background screening requirements are the minimum requirements for the Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of the Contractor's services under this Agreement or Contractor's failure to comply with this section. Therefore, Contractor and its Contract Workers will take any reasonable, prudent and necessary measures to preserve and protect public health, safety and welfare when providing services under this Agreement.

5.33. Continuing Duty; Audit

Contractor's obligations and requirements will continue throughout the entire term of this Agreement. Contractor will maintain all records and documents related to all background screenings and the City reserves the right to audit Contractor's records.

5.34. Variances and Exemptions

Contract Workers who fall under the following areas may be considered exempt from this policy:

- Federal Homeland Defense Bureau.
- Transportation Security Administration.
- Federal Aviation Administration.
- Department of Public Safety (DPS) Administration – presenting a current Level One Department of Public Safety fingerprint card.
- Arizona or other State Bars.
- Other background checks performed within the last three to five years may be approved if they fit all required criteria herein, at the City's discretion.

5.35. Contractor's Default; Liquidated Damages; Reservation of Remedies for Material Breach

If Contractor is required to access any City facilities without an escort, City badging is required. Contractor's default under this section will include, but is not limited to, the following:

- Contract Worker gains access to a City facility(s) without the proper badge or key;
- Contract Worker uses a badge or key of another to gain access to a City facility;
- Contract Worker commences services under this agreement without the proper badge, key or background screening;
- Contract Worker or Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable background screening; or
- Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement.
- Contractor acknowledges and agrees that the access control, badge and key requirements in this section are necessary to preserve and protect the public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this section within three business days (excluding weekends and City holidays) from the date notice of default is sent by the City. The parties agree that Contractor's failure to properly cure any default under this section will constitute a breach of this section. In addition to any other remedy available to the City at law or in equity, the Contractor will

be liable for and pay to the City the sum of $1,000.00 for each breach by Contractor in this section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this agreement if Contractor breaches this section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City's actual damages if Contractor breaches this section. The parties further agree that three breaches by Contractor in this section arising out of any default within a consecutive period of three months or three breaches by Contractor in this section arising out of the same default within a period of 12 consecutive months will constitute a material breach of this agreement by Contractor and the City expressly reserves all of its rights, remedies and interests under this agreement, at law and in equity including, but not limited to, termination of this agreement.

5.36. Employee Identification and Access

Contract Workers are forbidden access to designated restricted areas. Access to each building will be as directed by the authorized Phoenix authorized representative. Contract Workers are not authorized access other than during scheduled hours. Access to the building will be directed by the City's authorized representative.

Only authorized Contract Workers are allowed on the premises of the City facilities/buildings. Contract Workers are not to be accompanied in the work area by acquaintances, family members, assistants or any other person unless said person is an authorized Contract Worker.

Unless otherwise provided for in the scope of work:

- Contract Workers must always have city issued badges and some form of verifiable company identification (badge, uniform, employee id).
- Contractor will supply a list of the names and titles of all employees requiring access to the buildings. It is the Contractor's responsibility to provide updates and changes of personnel as necessary.

5.37. Key Access Procedures

If the Contractor Worker's services require keyed access to enter a City facility(ies), a separate key issue/return form must be completed and submitted by the Contractor for each key issued. Contractor must submit the completed key issue/return form to the appropriate badging office.

5.38. Stolen or Lost Badges or Keys

Contractor must immediately report lost or stolen badges or keys to the City's appropriate badging office. If the badge/key was stolen, Contract Worker's must report the theft to their local police department. Prior to issuance of a new badge or key, a new badge application or key issue form must be completed, submittal of a police department report for stolen badges, and applicable payment of the fee(s) listed herein.

5.39. Return of Badge or Key

All badges and keys are the property of the City and must be returned to the City at the badging office within one business day (excluding weekends and City holidays) of when the Contract Worker's access to a City facility is no longer required to furnish the services under this agreement. Contractor will collect a Contract Worker's badge and key(s) upon the termination of the Contract Worker's employment; when the Contractor Worker's services are no longer required at a City facility(s); or upon termination, cancellation or expiration of this agreement.

5.40. Badge and Key Fees

The following constitute the badge and key fees under this agreement, which shall be paid for at the Contractor's sole cost and expense, unless otherwise provided for in the scope of work. The City reserves the right to amend these fees upon a 30-day prior written notice to Contractor.

Initial Badge Fee: $55.00 per application

Replacement Badge Fee: $55.00 per badge

Lost/Stolen Badge Fee: $55.00 per badge

Replacement Key Fee: $55.00 per key

Replacement Locks: $55.00 per lock

5.41. Background Screening – Standard Risk

A. **Determined Risk Level:** The current risk level and background screening required is STANDARD RISK LEVEL

B. **Standard Risk Level:** A standard risk background screening will be performed when the Contract Worker's work assignment will:

   1. require a badge or key for access to City facilities; or
   2. allow any access to sensitive, confidential records, personal identifying information or restricted City information; or
   3. allow unescorted access to City facilities during normal and non-business hours.

C. **Requirements:** The background screening for this standard risk level will include a background check for real identity/legal name and will include felony and misdemeanor records from any county in the United States, the state of Arizona, plus any other jurisdiction where the Contractor worker has lived at any time in the preceding seven years from the Contract Worker's proposed date of hire.

D. **Contractor Certification; City Approval of Background Screening:** Unless otherwise provided for in the Scope, Contractor will be responsible for:

   1. determining whether Contract Worker(s) are disqualified from performing work for the City for standard risk level background checks; and,
   2. for reviewing the results of the background check every five years; and,

3. to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,
4. Submitting the list of qualified Contract Workers to the contracting department.
5. For sole proprietors, the Contractor must comply with the background check for himself and any business partners, or members or employees who will assist on the contract and for whom the requirements of the Agreement apply.
6. By executing this agreement, Contractor certifies and warrants that Contractor has read the background screening requirements and criteria in this section, and that all background screening information furnished to the City is accurate and current. Also, by executing this agreement, Contractor further certifies and warrants that Contractor has satisfied all background screening requirements for the standard risk background screening, and verified legal worker status, as required.

5.42. Contract Worker Background Screening

Contractor agrees that all Contract Workers that Contractor allows to perform work under this Contract shall be subject to background and security checks and screening (Background Screening). Contractor must pay for the cost of all Background Screenings, unless otherwise provided in the Scope of Work. Contractor agrees that Background Screenings required by this Section is necessary to preserve and protect public health, safety, and welfare. The Background Screening requirements set forth in this Section are the minimum requirements for this Contract. The City does not warrant or represent that the minimum requirements are sufficient to protect Contractor from any liability that may arise out of Contractor's work under this Contract or Contractor's failure to comply with this Section. Therefore, in addition to the Background Screening measures set forth below, Contractor and its Contract Workers shall take such other reasonable, prudent, and necessary measures to further preserve and protect public health, safety, and welfare when providing work under this Contract.

As used in this Section, "Contract Worker" means a person performing work for the City, including (1) a person or entity that has a contract with the City, (2) a worker of a person or entity that has a contract with the City, (3) a worker of a subcontractor of a person or entity that has a contract with the City, and (4) a worker of a tenant of the City. (City of Phoenix A.R. 4.45)

5.43. Legal Worker Background Check

Pursuant to Arizona Revised Statutes (A.R.S.) § 41-4401, Contractor must verify the legal Arizona worker status of each Contract Worker. Contractor must conduct and all Contract Workers must pass a background check for their real identity and legal name prior to performing any work under this Contract.

5.44. City Rights Regarding Security Inquiries

In addition to a Legal Worker Background Check, the City reserves the right to require Contractor to:

A. Have a Contract Worker provide fingerprints and execute any document that is necessary to obtain criminal justice information pursuant to A.R.S. § 41-1750(G)(4) or Phoenix City Code § 4-22 or both;

B. Act on newly acquired information, whether or not the information should have been previously discovered;

C. Unilaterally change its standards and criteria related to the acceptability of Contract Workers; and

D. Object, at any time and for any reason, to a Contract Worker performing work under this Contract, including supervision and oversight services.

5.45. Contractor Certification

By entering into this Contract, Contractor certifies that Contractor has read the Background Screening requirements and criteria in this Section, understands them, and that all Background Screening information furnished to the City is accurate, complete, and current. A Contract Worker that is rejected for work under this Contract shall not perform any work under any other contract or engagement Contractor has with the City without the City's prior written approval.

5.46. Contractor's Contracts and Subcontracts

Contractor shall include the terms of this Section for Contract Worker Background Screening in all contracts and subcontracts for work performed under this Contract, including supervision and oversight services.

5.47. Materiality of Background Screening Requirements and Indemnity

The Background Screening requirements of this Section are material to the City's decision to enter into this Contract. Any breach of this Section by Contractor shall be deemed a material breach of this Contract. In addition to any other indemnification provision in this Contract, Contractor shall defend, indemnify, and hold harmless the City from and against any and all claims, actions, liabilities, damages, losses, and expenses (Claims) arising out of this Background Screening Section, including the Contractor's disqualification of any Contract Worker or the City's failure to enforce this Section.

5.48. Continuing Duty and Audit

Contractor's obligation to ensure that all Contract Workers pass a Background Screening pursuant to Section shall continue throughout the entire term of this Contract. Contractor shall immediately notify the City of any change to a Contract Worker's Background Screening. Contractor shall maintain all records and documents related to all Background Screenings and the City reserves the right to audit Contractor's compliance with this Section.

5.49. AVIATION ONLY-Risk-Based Background Check Process

The City has established two levels of risk for Contract Worker background checks: standard risk and maximum risk. If the Scope of Work changes, the City may change the level of risk, which may require Contractor conduct additional investigations and incur additional costs in order to process a background check and obtain the required airport security badge. Contract

Workers who receive a SIDA badge are exempt from a standard and maximum risk background check.

A STANDARD RISK BACKGROUND CHECK is required for all non-exempt Contract Workers performing work under this Contract.

As used in this Section, “background check” means the fact-gathering process described in City of Phoenix A.R. 4.45 that is conducted to obtain information regarding a Contract Worker’s legal Arizona eligibility, criminal history, driving history, certifications, and other matters that may affect the Contract Worker’s ability or fitness to perform work under this Contract.

A. Before any work is performed under this Contract, Contractor shall provide the City with a list of its Contract Workers.

B. If any dispute arises related to a background check process or criminal history check information, then Contractor and the affected Contract Worker will resolve the dispute. The City will not get involved in resolving any such dispute.

C. In making the determination whether information in a background check renders the Contract Worker disqualified, Contractor should be guided by the following principles and guidelines:

    1. Disqualification should not be based solely on a criminal conviction, unless the conviction related to performance under this Contract.

    2. Arrests that did not result in a conviction being entered or charges being filed may not be considered.

    3. Not all criminal convictions or other negative information obtained in a background check will disqualify a Contract Worker from working under this Contract.

    4. Contractor must evaluate the relevance of the information to the work the Contract Worker will perform under this Contract.

    5. Contractor must consider the following factors in determining whether negative background information disqualifies a Contract Worker:

        - Duties of the position
        - Time, nature, and number of negative events and convictions
        - Attempts and extent of rehabilitation efforts
        - The relation between the duties of the position and the nature of the crime committed

D. The analysis of whether any information in a background check is a potentially disqualifying factor involves looking at the requirements of the Contract, the Scope of Work, where the work will be performed, the need for access to restricted areas, and the type of persons or places the Contract Worker will encounter. Contractor should review

the background check results and determine whether the nature of the conviction or crime reported would create a risk to the City based on the Contract's requirements.

1. For a Contract Worker requiring a standard risk background check, potentially disqualifying convictions include a record of theft, identity theft, computer fraud or abuse, burglary, arson, crimes against property, violent crimes, or other crimes involving dishonesty, or embezzlement.

2. For a Contract Worker requiring a maximum risk background check, potentially disqualifying convictions include a record of child molestation, assault, sexual assault, crimes against a person, public indecency, drug offenses, forgery, theft, burglary, arson, crimes against property, violent crimes, crimes for financial gain, identity theft, computer fraud or abuse, and embezzlement.

E. If a background check shows that the disposition of an arrest is unknown, then Contractor must determine the disposition of the arrest.

F. Contractor will obtain a Contract Worker disclosure from each Contract Worker who will perform work under this Contract. Contractor will provide the Contract Worker disclosures to the City upon request. "Contract Worker disclosure" means an affidavit by a Contract Worker disclosing his or her prior criminal record. The Contract Worker disclosure must list all criminal convictions, including the nature of the crime, the date of the conviction, and the location where the crime and conviction occurred. The Contract Worker disclosure also grants to the City the right to review the background check results. (City of Phoenix A.R. 4.45)

G. In a standard risk background check, Contractor must review the results of the background check and decide if a Contract Worker should be disqualified for work under this Contract. Contractor must engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker. After Contractor has made its decisions, a list of names of qualified Contract Workers will be provided to the City.

H. In a maximum risk background check, Contractor must conduct the same review as in a standard risk background check. However, when submitting its list of qualified Contract Workers, Contractor must also submit the results of the background checks to the City for review. After its review, the City will either approve or deny each Contract Worker.

1. If the City approves a Contract Worker, then the City will notify Contractor of that fact and the Aviation Department will issue the appropriate airport security badge to the Contract Worker.

2. If the City denies a Contract Worker, then the City will notify Contractor of that fact and Contractor will reevaluate the Contract Worker to determine whether the person should be disqualified. If Contractor believes there are extenuating circumstances that suggest that the Contract Worker should not be disqualified, then Contractor will discuss those circumstances with the City. The City will review the matter and its decision on disqualification is final.

3. The City may set up a secure folder or drop box for confidential materials related to maximum risk background checks. The City will not keep records related to maximum risk background checks after they are reviewed.

I. If Contractor is a sole proprietor, Contractor must submit to the City a copy of his or her own background check and a background check for all business partners, member, and employees that will work under this Contract and for whom the background check requirements of City of Phoenix A.R. 4.45 apply.

J. Contractor shall determine whether a Contract Worker is disqualified from performing work under this Contract.

5.50. AVIATION ONLY-Standard Risk Background Check

A standard risk background check must be conducted for the term of this Contract or five (5) years, whichever is shorter. Contractor shall conduct a standard risk background check on all Contract Workers whose work under this Contract requires:

- An airport security badge or key for access to City facilities,
- Access to sensitive information, confidential records, personal identifying information, or restricted City information, or
- Unescorted access to City facilities during normal and non-business hours.

“Personal identifying information” is defined by City of Phoenix A.R. 4.45.

5.51. Scope of the Standard Risk Background Check

The standard risk background check conducted by Contractor must be based on the real identity and legal name of the Contract Worker and include felony and misdemeanor records checks from any county in the United States, the state of Arizona, and any other jurisdiction where the Contractor Worker has lived at any time in the last seven (7) years.

5.52. Liquidated Damages and Remedies for Breach of Aviation Security Procedures

In addition to any other remedy available to the City at law or in equity, including the right to terminate this Contract, Contractor shall be liable for and shall pay to the City a stipulated damage in the amount of $1,000.00 for each breach of Aviation Security Procedures and for each time a Contract Worker entered a restricted or secured area of the Airport without proper authority. Contractor agrees that the stipulated damage amount is not a penalty, but is a reasonable estimate of the actual harm to the City caused by a breach and that the harm was very difficult to estimate at the time this Contract was entered into.

5.53. Contractor Certification

Contractor certifies to the City that Contractor has read the foregoing Background Screening requirements and that all Background Screening information Contractor furnished to the City is accurate, complete, and current. Contractor further certifies to the City that Contractor has

satisfied all Background Screening requirements and verified the legal worker status of each Contract Worker as required under this Section.

5.54. Supplemental Terms and Conditions to All Airport Agreements - please refer to the corresponding attachment.

5.55. OSHA Laws and Regulations

Emergency Spill Response Plan: Contractor shall determine whether products selected could require an emergency spill response plan for any hazardous material used. If such determination is made, a plan for directing employees in proper response procedures must be submitted. At a minimum, the response plan must address the following:

- Provide a description of equipment on site available to contain and/or respond to an emergency/spill of the material.
- Notification procedures.
- Response coordination procedures between Contractor and the City.
- Provide a Site Plan showing the location of stored hazardous materials and location of spill containment/response equipment.
- Provide a description of the training provided to the Contractor employees.

Hazardous Materials Storage and Labeling Specifications: Contractor shall, to the satisfaction of the City of Phoenix's environmental representative, properly and safely store all hazardous materials, which shall include as a minimum, the following:

- Have a designated storage site for hazardous material, which includes secondary containment.
- Provide signage approved by the City of Phoenix's environmental representative clearly identifying the hazardous materials storage site. Signage must be in language understood by Contractor's on-site employees.
- All hazardous materials containers must be labeled according to OSHA requirements and bear applicable NFPA or HMIS labels.

OSHA Guideline Compliance: Contractor shall comply with all applicable Federal, State, City and local laws, regulations and rules including, but not limited to:

- Safety Data Sheets – Contractor shall furnish to the City's Department copies of Safety Data Sheets (SDS), or all products used, prior to beginning service in any facility. Contractor must update copies of the SDS on an annual basis. In addition, each time a new chemical or cleaning product is introduced into any facility, a copy of that product's SDS must be provided prior to the product being used in any facility. The Safety Data Sheets must be in compliance with OSHA Regulation 1910.1200, paragraph g.
- Labeling of Hazardous Materials – Contractor shall comply with the OSHA Regulation 1910.1200 paragraph f, concerning the labeling of all chemical containers

- Caution Signs – Contractor shall use caution signs as required by OSHA Regulation 1910.144 and 1910.145 at no cost to the City. Caution signs must be on-site during each scheduled cleaning.
- Blood Borne Pathogens – Contractor shall comply with OSHA Standard 29CFR 1910.1030 Blood Borne Pathogens as it pertains to the training, safety, and equipment needed for all employees engaged in contracted service. Contractor shall be responsible for compliance on date of contract acceptance and shall provide proof to the City's Department.

Proof of compliance with OSHA regulation 1910.1200, Hazard Communication, shall be provided to the City's Department, upon commencement of this Contract, and reviewed by the Department Safety Analyst for verification. Failure of the Contractor or their employees to comply with all applicable laws and rules shall permit the City to immediately terminate resultant Contract without liability.

SDS Notebooks: Contractor shall maintain on the site a notebook containing current (dated within the past three years or verified as most current by manufacturer) SDS for all materials being used on site, whether or not they are defined as a Hazardous Material. The notebook shall be kept in the Contractor's on-site storage area. The notebook must be kept up-to-date as materials are brought onto and removed from the site. A complete copy of the SDS notebook shall also be provided to the City. New products must be approved for use by the City by providing a copy of the product's SDS for review and approval.

Non-Hazardous Materials Labeling Specifications: The Contractor shall clearly label all packaged products, whether or not they are classified as Hazardous Materials under this Section. If any such unlabeled containers are discovered on the Site, the City's environmental representative will notify the Contractor and Contractor will within one hour clearly label the container or remove it from the site. Any containers that are filled from larger containers must also be labeled.

Offsite Storage of Hazardous Materials: The City encourages storage of hazardous materials off site until the materials are needed on site. Solvent based strippers and cleaners will NOT be stored on City property.

Hazardous Materials Management Program Documentation: The Contractor shall make all required documentation available immediately upon request of the City's environmental representative. The Contractor shall also provide the City's environmental representative with copies of all permits obtained from environmental regulatory agencies.

Contractor Training Requirements: The Contractor shall provide requested copies of the company's written Hazardous Communications Program to the City of Phoenix that satisfies requirements listed under sections e, f, g, and h of 29 CFR 1910.1200, Hazard Communications. The Contractor must demonstrate how employees are trained in the proper use, storage, and disposal of chemical products and wastes in a language understood by the Contractor's on-site employees.

5.56. CONTRACT WORKER ACCESS CONTROLS AND AIRPORT SECURITY BADGE REQUIREMENTS

Contractor shall not allow a Contract Worker to begin work under this Contract until Contractor has completed the Background Screening required by the City and the City has issued the appropriate airport security badge to the Contract Worker. The airport security badge will grant the Contract Worker unescorted access authority only to the area or areas of the Airport that the Contract Worker must enter in order to perform work under this Contract. When a Contract Worker's work in any area ends, the Contract Worker's access authority to that area ends. Any Contract Worker that attempts to enter a restricted area or sterile area, as those terms are defined below, of the Airport without proper authority is an immediate breach of this Contract

5.57. AIRPORT SECURITY BADGE HANDLING PROCEDURES

Contractor will comply with the following airport security badge handling procedures:

A. **Key Access Procedures.** If a Contract Worker requires keyed access to enter a City facility, then a separate key will be issued and Contractor must complete a return form and submit it to the City for each key issued.

B. **Stolen or Lost Badges or Keys.** Contractor shall immediately report any lost or stolen airport security badge or key to the City. A new airport security badge application or key issue form must be completed and submitted along with payment of the applicable fee prior to issuance of a new airport security badge or key

C. **Return of Badges or Keys.** All airport security badges and keys are the property of the City and must be returned to the Badging Office within one (1) business day after the Contract Worker's access to a City facility is no longer required under this Contract. Contractor shall collect a Contract Worker's airport security badge and all keys (1) when the Contract Worker's employment is terminated, (2) when the Contract Worker's services are no longer required at a City facility, or (3) when this Contract terminates, is cancelled, or expires, whichever occurs first.

D. **Employee Identification and Access.** Contract Workers must have an airport security badge and some form of verifiable company identification in their possession at all times while working under this Contract, unless otherwise provided in the Scope of Work. Contract Workers are strictly prohibited from entering any area of the Airport that is not authorized by the airport security badge or key issued to them by the Badging Office. The Aviation Department will determine who will have access to the Airport. Contract Workers access authority is only valid during their scheduled

5.58. CONTRACTOR'S BREACH

Contractor agrees that the access control, airport security badge, and key requirements in this Section are necessary to preserve and protect public health, safety, and welfare. Therefore, Contractor shall be deemed in immediate breach of this Section upon the occurrence of any of the following:

A. A Contract Worker gains access to a City facility or a restricted or secured area of the Airport without the proper airport security badge or key

B. A Contract Worker uses another person's airport security badge or key to gain or attempt to gain access to a City facility or a restricted or secured area of the Airport

C. A Contract Worker begins work under this Contract without passing the appropriate Background Screening and being issued the proper airport security badge or key

D. A Contract Worker or Contractor submits false, incomplete, or misleading Background Screening information or submits any false, incomplete, or misleading information in an attempt to improperly obtain an airport security badge or key

E. Contractor fails to collect and timely return a Contract Worker's airport security badge or key to the City within three days of the (1) date the Contract Worker's employment terminates, (2) the date the Contract Worker is assignment to another City facility, or (3) when this Contract terminates, is cancelled, or expires, whichever occurs first

5.59. Security Identification Display Area (SIDA) Badge Process

Each Contract Worker that needs unescorted access authority to a restricted or sterile area of the Airport in order to perform work under this Contract must receive a security identification display area (SIDA) badge from the Aviation Department's Public Safety and Security Division's Badging Office. Contractor must make arrangements with the City to have each Contract Worker proceed to the Badging Office for processing. The Badging Office will not issue a SIDA badge until the Contract Worker passes a fingerprint-based criminal history background check (CHRC) required by federal law (49 C.F.R. § 1542.209) and § 4-22(C) of the Phoenix City Code and passes a security threat assessment as mandated by the TSA through a security directive (49 C.F.R. § 1542.303). The Contract Worker shall comply with all requirements of and furnish all information requested by the Badging Office. Contractor shall pay for all fees associated with SIDA badging process, unless otherwise provided in the Scope of Work. Fees will be assessed according to § 4-22(D) of the Phoenix City Code. Current badging procedures and fees are available for review at https://www.skyharbor.com/airport-business/security-badging/ .

As used in this Section, "restricted area" means the secured area and SIDA area of the Airport. "Secured area" means the part of the Airport in which certain federal security measures are implemented and where airlines enplane and deplane passengers and load baggage. "SIDA area" means the secured area and other areas designated by the Aviation Department, which include air operation areas, ground transportation areas, and the Rental Car Center security doors. "Sterile area" means the part of the Airport that provides passengers access to board aircraft and is controlled by the TSA or the airline by screening of persons and property. See § 4-22 of the Phoenix City Code and Rules 05-01 and 05-09 of the Aviation Department Rules and Regulations for a complete definition of the foregoing terms.

6. Defense and Indemnification

6.1. Standard General Defense and Indemnification

Contractor (“Indemnitor”) must defend, indemnify, and hold harmless the City of Phoenix and its officers, officials (elected or appointed), agents, and employees (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses or expenses (including but not limited to court costs, attorney fees, expert fees, and costs of claim processing, investigation and litigation) of any nature or kind whatsoever (“Losses”) caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Indemnitor or any of its owners, officers, directors, members, managers, agents, employees or subcontractors (“Indemnitor’s Agents”) arising out of or in connection with this Contract. This defense and indemnity obligation includes holding Indemnitee harmless for any Losses arising out of or recovered under any state’s Workers’ Compensation Law or arising out of the failure of Indemnitor or Indemnitor’s Agents to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Indemnitor’s duty to defend Indemnitee accrues immediately at the time a claim is threatened or a claim is made against Indemnitee, whichever is first. Indemnitor’s duty to defend exists regardless of whether Indemnitor is ultimately found liable. Indemnitor must indemnify Indemnitee from and against any and all Losses, except where it is proven that those Losses are solely a result of Indemnitee’s own negligent or willful acts or omissions. Indemnitor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Contract, Indemnitor waives all rights of subrogation against Indemnitee for losses arising from the work performed by Indemnitor or Indemnitor’s Agents for the City of Phoenix. The obligations of Indemnitor under this provision survive the termination or expiration of this Contract.

7. Insurance Requirements

7.1. Contractor's Insurance

Contractor and subcontractors must procure insurance against claims that may arise from or relate to performance of the work hereunder by Contractor and its agents, representatives, employees and subcontractors. Contractor and subcontractors must maintain that insurance until all their obligations have been discharged, including any warranty periods under this Contract.

The City in no way warrants that the limits stated in this section are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors and Contractor may purchase additional insurance as they determine necessary.

7.2. Scope and Limits of Insurance

Contractor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the liability limits provided that (1) the coverage is written on a “following form” basis, and (2) all terms under each line of coverage below are met.

7.3. Commercial General Liability – Occurrence Form

General Aggregate $2,000,000
Products – Completed Operations Aggregate $1,000,000
Personal and Advertising Injury $1,000,000
Each Occurrence $1,000,000

- The policy must name the City of Phoenix as an additional insured with respect to liability for bodily injury, property damage and personal and advertising injury with respect to premises, ongoing operations, products and completed operations and liability assumed under an insured contract arising out of the activities performed by, or on behalf of the Contractor related to this Contract.
- There shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the City of Phoenix as an additional insured.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.
- The Contractor’s insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

7.4. Automobile Liability

Bodily Injury and Property Damage coverage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) $1,000,000

- The policy must be endorsed to include the City of Phoenix as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, relating to this Contract.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.
- The Contractor's insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

7.5. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory
Employers' Liability:
Each Accident $100,000
Disease – Each Employee $100,000
Disease – Policy Limit $500,000

- Policy must contain a waiver of subrogation against the City of Phoenix.
- This requirement does not apply when a contractor or subcontractor is exempt under A.R.S. §23-902(E), **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

7.6. Notice of Cancellation

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 5 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, or hand delivered to City of Phoenix Finance Department, Procurement Division, 251 W Washington Street, Phoenix, AZ 85003 OR procurement@phoenix.gov.

7.7. Acceptability of Insurers

Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The City in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

7.8. Verification of Coverage

Contractor must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract must be sent directly to City of Phoenix Finance Department, Procurement Division, 251 W Washington Street, Phoenix, AZ 85003 OR procurement@phoenix.gov. The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to review complete copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

7.9. Subcontractors

Contractor's certificates shall include all subcontractors as additional insureds under its policies **OR** Contractor shall be responsible for ensuring and verifying that all subcontractors have valid and collectable insurance. At any time throughout the life of the contract, the City of Phoenix reserves the right to require proof from the Contractor that its subcontractors have insurance coverage. All subcontractors providing services included under this Contract's Scope of Services are subject to the insurance coverages identified above and must include the City of Phoenix as an additional insured. In certain circumstances, the Contractor may, on behalf of its subcontractors, waive a specific type of coverage or limit of liability where appropriate to the type of work being performed under the subcontract. Contractor assumes liability for all subcontractors with respect to this Contract.

7.10. Approval

Any modification or variation from the insurance coverages and conditions in this Contract must be documented by an executed contract amendment.

8. Submittals

8.1. Copies

Please submit one electronic copy of the Submittal Section and all other required documentation. Please do not lock the electronic copy with password protection so that the City may incorporate the successful Offer into the awarded contract.

Please submit only the Submittal Section, do not submit a copy of the entire solicitation document. This Offer will remain in effect for a period of 180 calendar days from the opening date, and is irrevocable unless it is in the City's best interest to release offer(s).

8.2. Solicitation Response Check List

Use this check list as a tool to review your submission to ensure that all required documents and forms are included.

The written offer should be:

- Typewritten for ease of evaluation
- Signed by an authorized representative of the Offeror
- Submitted with contact information for the individual(s) authorized to negotiate with the City

A. Offeror's Proposal - A detailed proposal describing the firm or individual's qualifications and experience responsive to the requirements of the solicitation and evaluation criteria.

B. Pricing Proposal - A completed pricing proposal with all requested prices, quantities, and/or discounts completed.

C. Submittal Forms - All submittal forms are completed and signed.

D. Addenda - Signed copies of all published addenda.

Offers must be in possession of the Department on or prior to the exact time and date indicated in the Schedule of Events. Late offers will not be considered. Electronic submission is preferred. Due to file size limitations for electronic transmission, offers sent by email may need to be sent in parts with multiple emails. It is the responsibility of the Offeror to ensure that the offer is received timely and that there are no technical reasons for delay. Please refer to the Instructions Section for complete information regarding the submission of offers.

8.3. Catalogs and Price Lists

Contractor must provide with its submittal the date of the current manufacturer's price list, and must identify the catalog that will be in effect at the commencement of the contract and from which the discounts offered will be evaluated. City's Finance Procurement Division must be informed 60 days in advance of any new price list or catalogs and the respective date(s). Any terms and conditions contained in the parts price list(s) or product catalog(s) submitted shall not take precedence over the City's terms and conditions specified herein. All invoices must include the manufacturer's part number, list price and discount percentage, net price extended and

totaled. The City reserves the right to request a hard copy of the manufacturer's documented price listing for any item(s) invoiced.

8.4. Discount

All discounts offered shall be firm and fixed for the specified contract period. Discounts offered must be expressed as a single percentage (%) figure for each contract item. Offers containing chain or multiple discounts may be considered non-responsive.

8.5. Discount from Published Price List

Solicitations shall be submitted on the basis of a discount from a manufacturer's most recent Published Price List(s). Such Published Price List(s) must be common to, and accepted by, the industry in general. The lists must be printed, properly identified, and dated as to issuance and effectiveness.

Revised Published Price Lists may be used as a means of price adjustment. However, all offers are to be firm for a period one-year after the solicitation opening date and Revised Price Lists will not be accepted by the City until after that date. Revised Published Price Lists will be accepted only in the event of an industry-wide price change, as evidenced by the issuance of revised price lists, by the manufacturer. Price adjustments will not be made for changes in freight costs.

Revised Published Price(s) will not become effective until revised list(s) are submitted to the City under Contractor cover letter identifying the applicable contract agreement number. Contractor cover letter and pricing list(s) must be dated, signed, and submitted to the Procurement Officer. One of revised price list will be required.

City of Phoenix

IFB 25-0535 Uninterruptible Power Supply and PDU Speciality Equipment Services

Exhibit A. Service Locations

VVWTP
Val Vista Water Treatment Plant
3200 E McDowell Rd Mesa, AZ 85213

23rd Ave WTP
6202 N 24th St Bldg 1, Phoenix, Az 85016

RFN
Cave Creek Water Service Yard
21642 N 20th Street Phoenix, Az 85024

UHWTP
Union Hills Water Treatment Plant
2001 E Deer Valley Rd Phoenix, AZ 85024

DVWTP
Deer Valley Water Treatment Plant
3030 W Dunlap Phoenix, AZ 85051

91st Ave WTP
91st Avenue Wastewater Treatment Plant
5615 South 91st Avenue, Tolleson AZ 85353
Waste Water Treatment Division

Cave Creek Water Reclamation Plant
22841 N. Cave Creek Rd. Phoenix, AZ 85024

Remote Sites
Remote stations within Maricopa County

24TH ST
24th Street Water Treatment Plant
6202 N 24th St Bldg 1, Phoenix, Az 85016

Item No.	Manufacturer	Model/Serial #	Size kVA	Address	Estimated Preventive Maintenance Frequency Per Year
1	Powerware	FE4.3KVA / FE4.3K04310	4.3	VVWTP Building #10	2
2	APC Symeetra	SYMSTRF-PD / FD0338000658	4	VVWTP Building #1	2
3	Eaton	9130	3	VVWTP Building #1	2
4	Eaton	9355-15 / BE132JBA01	15	VVWTP Building #23	2
5	Best Ferrups	FE4 / FE4-3KO7430	3	VVWTP Building #11	2
6	Eaton	9170+660C / BF525T0002	18	VVWTP Building #5	2
7	Eaton	9170+660C / BF506T003	18	VVWTP Building #6	2
8	Powerware	9125	3	VVWTP Building #1	2
9	Eaton	9130	3	VVWTP Building #6	2
10	Eaton	9130	3	VVWTP Building #1	2
11	Eaton	9120	3	VVWTP Building #11	2
12	Eaton	9170+660C	18	VVWTP Building #11	2
13	Powerware	PW9120 2000	2	DVWTP Finished Water Cabinet	2
14	Eaton	9130	1	DVWTP Main Elec Room	2
15	Eaton	9130	1	DVWTP Main Elec Room	2
16	Sola	SDJ850	10AMP	DVWTP Chlor Dioxide Control Panels	2
17	Sola	SDJ850	10AMP	DVWTP Chlor Dioxide Control Panels	2
18	Eaton	9130	1	DVWTP Field Lab Room	2
19	Eaton	9130L1000T-XL	1	DVWTP Finished Water	2
20	Eaton	9170T+660C	18	DVWTP Chem Bldg 1st Floor	2
21	Eaton	9170	18	DVWTP Solids 2nd Floor	2
22	Eaton	5PX 2200	1.95	DVWTP Solids 2nd Floor	2
23	Eaton	9355	30	DVWTP Raw Water Room	2
24	Eaton	9130	3	DVWTP PAC Controls	2
25	Eaton	9170+	18	DVWTP Admin 1st Floor	2
26	Eaton	5PX-EBM	1	DVWTP Admin 1st Floor	2
27	Eaton	5PX-EBM	1	DVWTP Admin 1st Floor	2
28	Powerware	9170+	18	UHWTP Admin Phone Room	2
29	Powerware	9170+	18	UHWTP Lab/Ops Bldg	2
30	Best Ferrups	FE7KVA	7	UHWTP Chlorine Bldg	2
31	Powerware	PW9125	5.4	UHWTP Raw Water Bldg	2
32	Powerware	PW9125	5.4	UHWTP Finished Water Bldg	2
33	Powerware	PW9170 / C661N9000H034775	9	RFN - Anthem Booster - 4505 W. Opportunity Way, Phoenix, AZ 85086	2
34	Powerware	PW9170 / Q660N3000F0023	18	RFN - Tramonto # 5 (5ED-B1) - 26701 N 19th Ave, Phoenix, AZ 85027	2
35	Powerware	PW9170 / C661N018KH034745	18	RFN - Tramonto # 6 (6B-B1/5ED-R1) - 31601 N 26th Ave, Phoenix, AZ 85027	2
36	Toshiba	4300 / 150200648	30	RFN - Admin Bldg	2
37	Toshiba	4400 / 160101211	30	RFN – Maintenance Bldg	2
38	Eaton	9130 / GJ232A0154	10	RFS - Hayden Booster - 1790 E. Rio Salado Way, Tempe	2
39	Eaton	9390 / EG506CBC07	50	24th St – Admin Lower Level	2
40	Eaton	9390 / EG506EBC08	50	24th St – Admin Lower Level	2
41	MGE	EPS-3000 72-160030-00 / 83567-05	36	24th St – Raw Water Lower Level	2
42	Eaton	9355 / BG514KXX06	20	24th St – Admin Lower Level	2
43	Eaton	9355 / FB155JBA01	10	24th St – Raw Water VFD Room	2
44	Eaton	9155-15 / K4151000000	15	24th St – Server Room	2
45	Best Ferrups	FE SERIES / EY392FH013	10	24th St – Old Paradise Valley	2
46	Best Ferrups	FE SERIES / EY392FH013	15	24th St – MCC Bldg	2

47	Xtreme	NXRT 3000	3	24th St – MCC Bldg	2
48	Xtreme	NXRT 3000	3	24th St – Main Electric Room	2
49	Xtreme	NXRT 3000 / NX2213100021	3	24th St – Solids Facility Polymer	2
50	Eaton	9130 / RA252A0010	3	24th St – Solids Facilty Sludge	2
51	Xtreme	NXRT 3000 / NX2213040008	3	24th St – Solids Facility Backwash	2
52	Eaton	Powerware 9170+ 660C	18	91st Ave - Administration Building No. 45	2
53	Falcon	FN10KRM-2TXB	10	91st Ave - Blower Building 4 Building No. 27	2
54	Falcon	FN10KRM-2TXB	10	91st Ave - Blower Building 4 Building No. 27	2
55	Eaton	Powerware 9170+ 660C	18	91st Ave - Central Operations Building No. 30	2
56	Eaton	Powerware 9355-15	15	91st Ave - Solids Handling Building No. 55	2
57	Saft Power Systems	SLRd 120 - 12F	95 Cell	91st Ave - Unified Plant Main Substation Building No. 118	2
58	Saft Power Systems	SLRF 120-12	92 Cell	91st Ave - Main Switchgear (East) Building No. 46	2
59	Saft Power Systems	SLRF 120-12	92 Cell	91st Ave - Main Switchgear (West) Building No. 54	2
60	ALCAD Standby Batteries	AT10-130-030-240-1101030000	96 Cell	91st Ave - Unified Pump Station Electrical Building No. 121	2
61	Eaton	Powerware 9155-12	12	91st Ave - Tres Rios Building No. 201	2
62	Eaton	Powerware 9170+ 660C	18	91st Ave - Central Operations Building No. 30	2
63	Eaton	Ferrups FE5.3KVA	3	91st Ave - Blower Building No. 1 Building No. 115	2
64	Eaton	Ferrups FE5.3KVA	3	91st Ave - Blower Building No. 1 Building No. 115	2
65	Powerware	9125-3000	3	23rd Ave - Administration Building (#40) Server Room UPS #1	2
66	Powerware	9125	3	23rd Ave - Administration Building (#40) Server Room UPS #2	2
67	Eaton	9130	3	23rd Ave - Administration Building (#40) Server Room UPS #3	2
68	Eaton	9130	3	23rd Ave - Administration Building (#40) Server Room UPS #4	2
69	Eaton	9125	3	23rd Ave - Blower 3 Building (#28) Control Room Second Floor	2
70	Powerware	PW9130L3000T-XL	3	23rd Ave - Blower 3 Building (#28) Control Room Second Floor	2
71	Powerware	9125-3000	3	23rd Ave - Building #25 (Cabinet 16)	2
72	Powerware	PW9125-3000U	3	23rd Ave - Building #25 (Cabinet 4)	2
73	Eaton	9130	1	23rd Ave - Building #30 Gound Level Electrical Room	2
74	Powerware	PW9125	1	23rd Ave - Building #63 First Floor	2
75	Powerware	PW9125-1250 BLK	1.25	23rd Ave - Building #85	2
76	Powerware	9170 Plus	18	23rd Ave - Central Operation Building (#40)	2
77	Powerware	Ferrups	1.4	23rd Ave - Chlorine Building (#61) Feed Room	2
78	Powerware	9125-3000	3	23rd Ave - Digester Building (#65) Control Room	2
79	Powerware	Ferrups	3.1	23rd Ave - Digester Building (#65) Control Room	2
80	Eaton	5PX 3000	3	23rd Ave - Filter Building (#75) First Floor (A/C 14)	2
81	Eaton	9130	1.4	23rd Ave - Filter Building (#75) Second Floor	2
82	Powerware	9125-3000U	1.4	23rd Ave - IPS Building (#9) MCC Control Room B (Cabinet 1)	2
83	Best	FE1.4kVA	1.4	23rd Ave - Main Switchgear Building (#20)	2
84	Powerware	9125	2	23rd Ave - Maintenance Building (#38) Electrical Room	2
85	Powerware	9125	2	23rd Ave - Maintenance Building (#38) PCTS Room EWS	2
86	Best	FE1.4kVA	18	23rd Ave - One Ton Chlorine Building (#58) Storage Room	2
87	Powerware	9125-3000	1.4	23rd Ave - RAS/WAS Building (#45)	2
88	Powerware	PW9125-3000U	3	23rd Ave - RAS/WAS Building (#45) Control Room (AC#13)	2
89	Powerware	PW9125-3000U	3	23rd Ave - Solids Handling Facility Building (#63) First Floor Electrical Room (A/C 19)	2
90	Powerware	9125-3000	1.4	23rd Ave - Solids Handling Facility Building (#63) Second floor (A/C 21)	2
91	Powerware	3000P3HVSE	3	23rd Ave - Solids Handling Facility Building (#63) Second floor (A/C 23)	2
92	Eaton	9130	1.4	23rd Ave - SubStation 3 (Next to Building #45)	2
93	Eaton	9170+660C	18-Mar	23rd Ave - Environmental Services Building	2
94	Powerware	PW9170	9	Remote Sites within Maricopa County	2
95	Powerware	PW9170	18	Remote Sites within Maricopa County	2
96	Powerware	PW9170	18	Remote Sites within Maricopa County	2
97	Powerware	PW9120	3	Remote Sites within Maricopa County	2
98	Powerware	PW9120	3	Remote Sites within Maricopa County	2
99	Liebert	GXT1500RT-120	1.5	Remote Sites within Maricopa County	2
100	Liebert	GXT1500RT-120	1.5	Remote Sites within Maricopa County	2
101	Powerware	9330-70	10	Remote Sites within Maricopa County	2
102	Savin Series 900	930	30	Remote Sites within Maricopa County	2
103	Savin Series 900	930	30	Remote Sites within Maricopa County	2
104	Powerware	FK100AA0A0AO	18	Lift Station – 66	2
105	Powerware	18-18	18	Lift Station – 43	2
106	Liebert	VUB03CBLA	3.5	Lift Station – 42	2
107	Exide	KEDP70/30-2X2F	30	Lift Station - 41	2
108	Eaton	9355	15	5102 E. Ray Rd. Phoenix AZ 85044 Lift Station 40	2
109	Eaton	9355	30	17017 S> 48th St. Phoenix AZ 85048 Lift Station 41	2

110	Eaton	9PX6X	6	3302 W. Pecos Rd. Phoenix AZ 85045 Lift Station 42	2
111	Eaton	9355	15	6650 S. 75th Ave Phoenix AZ 85339 Lift Station 43	2
112	Eaton	9155-8	8	30101 N. Black Canyon Hwy. Phoenix AZ 85085 Lift Station 66	2
113	Eaton	9355-10	10	31700 N. 51st Ave Phoenix AZ 85083 (NW corner of 51st Ave & 303) Lift Station 77	2
114	Eaton	9155-8	8	22841 N. Cave Creek Rd. Phoenix, AZ 85024 Building 5	2
115	Eaton	93E-30/20	20	22841 N. Cave Creek Rd. Phoenix, AZ 85024 Building 5	2
116	Toshiba	1600XPi	8	22841 N. Cave Creek Rd. Phoenix, AZ 85024 Building 6	2
117	Toshiba	1600XPi	8	22841 N. Cave Creek Rd. Phoenix, AZ 85024 Building 6	2
118	Toshiba	1600XPi	8	22841 N. Cave Creek Rd. Phoenix, AZ 85024 Buildng 12	2
119	Eaton	9170+66C	18	23rd Ave Wastewater Treatment Plant Building 40	
120	Eaton	9PXM12SU	20	23rd Ave Wastewater Treatment Plant Building 40	2
121	Eaton	BPM125HW	6	23rd Ave Wastewater Treatment Plant Building 30	2
122	Eaton	9170+	18	23rd Ave Wastewater Treatment Plant Building 31	2
123	Ametek	ABCDEF 5202-22	4	23rd Ave Wastewater Treatment Plant Building 31	2
124	Ametek	ABCDEF 5202-22	4	23rd Ave Wastewater Treatment Plant Building 31	2
125	Eaton	5PX3000 RT2U	3	23rd Ave Wastewater Treatment Plant Building 20	2
126	Eaton	5PX3000 RT2U	3	23rd Ave Wastewater Treatment Plant Building 45	2
127	Eaton	5PX3000 RT2U	3	23rd Ave Wastewater Treatment Plant Building 65	2

City of Phoenix

IFB 25-0535 Uninterruptible Power Supply and PDU Speciality Equipment Services

Exhibit A. Service Locations

Item No.	Manufacturer	Model/Serial #	Size kVA	Address	Estimated Preventive Maintenance Frequency Per Year
1	Eaton	9390-80180 / EL271CCC10	80	T3 - Communications Center	2
2	Toshiba	G9000 Series	100	Rental Car Center	2
3	Eaton	BladeUPS EBM / GE285A1005	24	East Economy Lot – Sky Train Station	2
4	Toshiba	4400X3X150XA	50	East Economy Parking Office – 4215 E Buckeye	2
5	Eaton Powerware	9390-100 / ED352CBB07	100	T4- Sky Train Station	2
6	Eaton Powerware	9390-120 / ED463CBB04	120	44th Street Sky Train Station	2
7	Liebert	385A200A0A00 / 2101200325211A050002	200	Core Data Room	2
8	Emerson	FFA12C6NNG6 / M13E9R0049	100	T3 – Sky Train Station	2
9	Eaton	9390-80180 / EL267CCC02	80	T3 - Communications Center	2

City of Phoenix

IFB 25-0535 Uninterruptible Power Supply and PDU Speciality Equipment Services

Exhibit A. Service Locations

Item No.	Manufacturer	Model/Serial #	Size kVA	Address	Estimated Preventive Maintenance Frequency Per Year
1	Schneider Electric	GVSUPS50KB4D / QD2116180009	15	150 N 5th St – NB LVL 1 Security Office Rm 4H25	4
2	Schneider Electric	GVSUPS50KB4D / QS2025182054	25	100 N 3rd St – WB LVL G2 Electric Room 2G207	4

City of Phoenix

IFB 25-0535 Uninterruptible Power Supply and PDU Speciality Equipment Services

Exhibit A. Service Locations

Item No.	Manufacturer	Model/Serial #	Size kVA	Address	Estimated Preventive Maintenance Frequency Per Year
1	MGE	Galaxy PW Series	68	620 W Washington St	4
2	Eaton	9330-40	30	621 W. Washington St.	2
3	MGE	Galaxy PW Series	46	100 E Elwood St.	4

City of Phoenix

IFB 25-0535 Uninterruptible Power Supply and PDU Speciality Equipment Services

Exhibit A. Service Locations

Item No.	Manufacturer	Model/Serial #	Size kVA	Address	Estimated Preventive Maintenance Frequency Per Year
1	MGE	5733 Comet 72 / 91967-00	30	300 W Washington St. Courts Bldg 3RD Floor	2
2	MGE	5730 Comet 72 / 227776-00	30	300 W Washington St. Courts Bldg Basement	2
3	APC	Symmetra 16KEX / CA0410162094	16	100 N 3rd St. Phoenix Convention Center West Bldg	2
4	Powerware	9315 / ET4712BA07	40	251 W Washington St. Sub-Basement	2
5	Eaton	93PM	40	251 W Washington	2
6	Eaton	PWHR12390W4FR	Battery	251 W Washington	2
7	Powerware	UPS12-300MR	Battery	251 W Washington	2
8	Toshiba	G9000	225	149 N 4th Ave	2
9	Toshiba	G9000	225	149 N 4th Ave	2
10	Toshiba	80T	480VDC	149 N 4th Ave	2
11	Toshiba	80T	480VDC	149 N 4th Ave	2
12	Toshiba	80T	480VDC	149 N 4th Ave	2
13	Toshiba	80T	480VDC	149 N 4th Ave	2
14	APC	Symmetra PX / PD1321150041	40	300 W Washington St.	2
15	APC	Symmetra PI11324160038	40	300 W Washington St.	2

City of Phoenix

IFB 25-0535 Uninterruptible Power Supply and PDU Speciality Equipment Services

Exhibit A. Service Locations

Item No.	Manufacturer	Model/Serial #	Size kVA	Address	Estimated Preventive Maintenance Frequency Per Year
1	Liebert	38SA100A0A00	100	150 S 12th Street – Fire Operation Alarm Room Services	2
2	Liebert	PPA030C / 314675-1	30	150 S 12th Street – Fire Operation Alarm Room Services	2
3	Liebert	PPA030C / 627126-001	30	150 S 12th Street – Fire Operation Alarm Room Services	2
4	Liebert	PPA075C / 314675-1	75	150 S 12th Street – Fire Operation Alarm Room Services	2
5	Liebert	PPA075C / 823287-001	75	150 S 12th Street – Fire Operation Alarm Room Services	2
6	Liebert	38SA2 A0A00 / 21012003252131050001	200	2425 W Lower Buckeye – EMS Building AHQ II	2
7	Liebert	PPA075C231A3832/M13C090043	75	2425 W Lower Buckeye – EMS Building AHQ II	2
8	Liebert	PPA050C241A9831 / M13C090042	50	2425 W Lower Buckeye – EMS Building AHQ II	2
9	Eaton	Model# 93PM UPS 200 KW CAPACITY 4 UPM200 Serial# ES054UXX02	480	AHQII-2425 W. Lower Buckeye Rd.	4
10	Eaton	PDU Serial# 110-5223-1		AHQII-2425 W. Lower Buckeye Rd.	4
11	Eaton	PDU Serial# 110-5223-2		AHQII-2425 W. Lower Buckeye Rd.	4
12	Eaton	PDU Serial# 110-5223-3		AHQII-2425 W. Lower Buckeye Rd.	4
13	Eaton	PDU Serial# 110-5224-1		AHQII-2425 W. Lower Buckeye Rd.	4
14	Eaton	PDU 93PM-100-2 Serial: EN33lUXX02	100	AHQI – 150 S. 12th St.	4
15	Eaton	PDU WPN75DC004 Serial: EN353SXX04	75	AHQI – 150 S. 12th St.	4
16	Eaton	PDU WPN75DC004 Serial:EN353SXX01	75	AHQI – 150 S. 12th St.	4
17	Eaton	PDU WPN75DC004 Serial: EN311SXX06	50	AHQI – 150 S. 12th St.	4
18	Eaton	PDU WPN75DC004 Serial: EN311SXX05	50	AHQI – 150 S. 12th St.	4
19	Eaton	PDU WPN50DC004 Serial: EN352SXX02	75	AHQI – 150 S. 12th St.	4
20	Eaton	WPN75DC004 Serial: EN353SXX02	75	AHQI – 150 S. 12th St.	4
21	Eaton	WPN75DC004 Serial:EN353SXX03	75	AHQI – 150 S. 12th St.	4
22	Eaton	WPN75DC004 Serial: EN352SXX03	75	AHQI – 150 S. 12th St.	4

City of Phoenix

Exhibit B. PRICING PROPOSAL

IFB-25-0535 UNINTERRUPTIBLE POWER SUPPLY EQUIPMENT, SERVICE AND MAINTENANCE

GROUP I: Preventative Maintenance (PM) Scheduled Services

Item No.	Tier Size	Estimated Annual Quantity	Unit Price	Total Price
1	Tier I	40	$ -	$ -
2	Tier II	200	$ -	$ -
3	Tier III	80	$ -	$ -
4	Tier IV	20	$ -	$ -

City of Phoenix

Exhibit B. PRICING PROPOSAL

IFB-25-0535 UNINTERRUPTIBLE POWER SUPPLY EQUIPMENT, SERVICE AND MAINTENANCE

GROUP II: Labor Rates for Non-PM Services

Item No.	Description	Unit Price
1	Regular Hourly Rate	
2	Premium Hourly Rate	
3	Emergency Response (Flat fee)	

City of Phoenix

Exhibit B. PRICING PROPOSAL

IFB-25-0535 UNINTERRUPTIBLE POWER SUPPLY EQUIPMENT, SERVICE AND MAINTENANCE

GROUP III: New Equipment - % Discount from Manufacturer

Item No.	Manufacturer & Product No.	Tier Size	Manufacturer Website/Catalog	% Discount New Equipment	% Discount New Parts
1	Eaton/Powerware	1		$ -	$ -
2	Emerson/Liebert	1		$ -	$ -
3	Xtreme Power	1		$ -	$ -
4	MGE	1		$ -	$ -
5	APC	1		$ -	$ -
6	Smart App	1		$ -	$ -
				$ -	$ -
7	Eaton/Powerware	2		$ -	$ -
8	Xtreme Power	2		$ -	$ -
9	MGE	2		$ -	$ -
10	APC	2		$ -	$ -
11	Toshiba	2		$ -	$ -
12	Schneider Electric				
				$ -	$ -
13	Eaton/Powerware	3		$ -	$ -
14	Xtreme Power	3		$ -	$ -
15	MGE	3		$ -	$ -
16	APC	3		$ -	$ -
17	Toshiba	3		$ -	$ -
	Schneider Electric				
				$ -	$ -
18	Eaton/Powerware	4		$ -	$ -
19	Xtreme Power	4		$ -	$ -
20	MGE	4		$ -	$ -
21	APC	4		$ -	$ -
22	Toshiba	4		$ -	$ -

City of Phoenix

Exhibit B. PRICING PROPOSAL

IFB-25-0535 UNINTERRUPTIBLE POWER SUPPLY EQUIPMENT, SERVICE AND MAINTENANCE

GROUP IV: New Batteries - % Discount from Manufacturer

Item No.	Manufacturer	Manufacturer Website/Catalog	% Discount New Batteries
1	Powersonic		$ -
2	Ensersys/Datasafe		$ -
3	C & D Technologies / Dynasty		$ -
4	GNB		$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -

City of Phoenix

Exhibit B. PRICING PROPOSAL
IFB-25-0535 UNINTERRUPTIBLE POWER SUPPLY EQUIPMENT, SERVICE AND MAINTENANCE
GROUP V: PREMIUM MAINTENANCE

Item No.	Manufacturer	Model/Serial #	Estimated Annual Quantity	Unit Price	Total Price
1	Liebert	38SA100A0A00	2	$ -	$ -
2	Liebert	PPA030C / 314675-1	2	$ -	$ -
3	Liebert	PPA030C / 627126-001	2	$ -	$ -
4	Liebert	PPA075C / 314675-1	2	$ -	$ -
5	Liebert	PPA075C / 823287-001	2	$ -	$ -
6	Liebert	38SA2 A0A00 / 21012003252131050001	2	$ -	$ -
7	Liebert	PPA075C231A3832 / M13C090043	2	$ -	$ -
8	Liebert	PPA050C241A9831 / M13C090042	2	$ -	$ -
9	Eaton	Model# 93PM UPS 200 KW CAPACITY 4 UPM200	2	$ -	$ -
10	Eaton	PDU WPN75DC004 Serial: EN353SXX04	4	$ -	$ -
11	Eaton	PDU WPN75DC004 Serial:EN353SXX01	4	$ -	$ -
12	Eaton	PDU WPN75DC004 Serial: EN311SXX06	4	$ -	$ -
13	Eaton	PDU WPN75DC004 Serial: EN311SXX05	4	$ -	$ -
14	Eaton	PDU WPN50DC004 Serial: EN352SXX02	4	$ -	$ -
15	Eaton	WPN75DC004 Serial: EN353SXX02	4	$ -	$ -
16	Eaton	WPN75DC004 Serial:EN353SXX03	4	$ -	$ -
17	Eaton	PDU Serial# 110-5223-1	4	$ -	$ -
18	Eaton	PDU Serial# 110-5223-2	4	$ -	$ -
19	Eaton	PDU Serial# 110-5223-3	4	$ -	$ -
20	Eaton	PDU Serial# 110-5224-1	4	$ -	$ -
				Total	$ -

IFB 25-0535 Exhibit C
SUPPLEMENTAL TERMS AND CONDITIONS
TO ALL AIRPORT AGREEMENTS

1. Definitions

1.1 "Airport" means Phoenix Sky Harbor International Airport, Phoenix Deer Valley Airport, and/or Phoenix Goodyear Airport, according to the context of the contract.

1.2 "Contract" means all City of Phoenix Aviation Department contracts, subcontracts, agreements, leases, subleases, licenses, permits, concessions, and other documents, however denominated, that grant or convey a right or privilege on an Airport and to which this Exhibit is attached.

1.3 "Contractor" means all lessees, sublessees, licensees, permittees, consultants, concessionaires and other persons, firms, or corporations exercising a right or privilege on an Airport pursuant to a Contract and includes Contractor's heirs, personal representatives, successors, and assigns.

1.4 "Premises" means the area of an Airport occupied or used by Contractor pursuant to a Contract.

2. Federal Aviation Administration (FAA) Grant Assurances

2.1 Title VI of the Civil Rights Act of 1964 – Compliance with Nondiscrimination Requirements – 49 U.S.C. § 47123 and FAA Order 1400.11

During the performance of this Contract, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

A. Compliance with Regulations. Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

B. Nondiscrimination. The Contractor, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate, directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of the Contractor's obligations under this Contract and Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

D. Information and Reports. The Contractor will provide all information and reports required by the Acts and Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Phoenix or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the City of Phoenix or the Federal Aviation Administration, as appropriate, and will set forth what efforts it Contractor has made to obtain the information.

E. Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions of this Contract, the City of Phoenix will impose such Contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

(i) Withholding payments to the Contractor under the Contract until Contractor complies, and/or

(ii) Cancelling, terminating, or suspending this Contract, in whole or in part.

F. Incorporation of Provisions. The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Contractor will take action with respect to any subcontract or procurement as the City of Phoenix or the Federal Aviation Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Contractor may request the City of Phoenix to enter into any litigation to protect the interests of the City of Phoenix. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

2.2. Transfer of Real Property Acquired or Improved Under the Airport Improvement Program

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the City pursuant to the provisions of the Airport Improvement Program grant assurances:

A. Contractor for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Contract for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Contractor will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits or similar documents, in the event of a breach of any of the above Nondiscrimination covenants, the City of Phoenix will have the right to terminate this Contract and to enter, re-enter and repossess said lands and facilities thereon, and hold the same as if this Contract had never been made or issued.

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the City of Phoenix will have the right to enter or re-enter the lands and facilities thereon, and the above-described lands and facilities will there upon revert to and vest in and become the absolute property of the City of Phoenix and its assigns.

2.3 Clauses for Construction/Use/Access Under the Activity, Facility or Program

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the City pursuant to the provisions of the Airport Improvement Program grant assurances.

A. The grantee, licensee, permittee or as appropriate, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the grantee, licensee, lessee, permittee, or similarly situated person will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

B. With respect to licenses, leases, permits, or other similar documents, in the event of breach of any of the above Non-discrimination covenants, the City will have the right to terminate the license, permit, or other similar documents, and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said license, permit, or other similar documents had never been made or issued.

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the City will there upon revert to and vest in and become the absolute property of the City and its assigns.

2.4. General Civil Rights Provisions (49 U.S.C. § 47123) Used for Contracts, Lease Agreements, and Transfer Agreements

A. General Civil Rights Provisions: In all its activities within the scope of its airport program, Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

1. Specific Clause that Is Used for General Contract Agreements:

The above provision binds Contractor and subcontractors from the bid solicitation period through the completion of this Contract.

2. Specific Clause that Is Used for Lease Agreements or Transfer Agreements:

If Contractor transfers its obligation to another, the transferee is obligated in the same manner as Contractor.

The above provision obligates Contractor for the period during which the property is owned, used or possessed by Contract and the City of Phoenix remains obligated to the Federal Aviation Administration.

2.5 Economic Nondiscrimination – 49 U.S.C. § 47107

In any Contract under which a right or privilege on the Airport is granted to a Contractor to conduct or to engage in any aeronautical activity for furnishing services to the public, Contractor shall:

A. Furnish its services on a reasonable, and not unjustly discriminatory basis to all users of the Airport, and

B. Charge reasonable, and not unjustly discriminatory prices for each unit or services, provided that Contractor may be allowed to make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers. Non-compliance with this requirement shall be a material breach of this Contract for which the City of Phoenix shall have the right to terminate this Contract and any estate created herewith without liability therefor or, at the election of the City of Phoenix or the United States shall have the right to judicially enforce said requirement.

2.6 Disadvantaged Business Enterprise Requirements – 49 C.F.R. Part 26

A. Contract Assurance (§ 26.13). To the extent that this Contract is covered by 49 C.F.R. Part 26, Contractor agrees that this Contract is subject to the requirements of the U.S. Department of Transportation (DOT) regulations at 49 C.F.R. Part 26.

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(i) Withholding monthly progress payments;
(ii) Assessing sanctions;
(iii) Liquidated damages; and/or
(iv) Disqualifying the Contractor from future bidding as non-responsible.

Contractor agrees to include the foregoing statement in any subsequent contract that it enters into and cause those businesses to similarly include the statement in further agreements.

B. Prompt Payment (§ 26.29). Contractor agrees to pay each subcontractor under this Contract for satisfactory performance of its contract not later than seven (7) days from the receipt of each payment Contractor receives from City of Phoenix. Contractor agrees further to return retainage payments to each subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of the City of Phoenix. This clause applies to both DBE and non-DBE subcontractors.

2.7 Airport Concessions Disadvantaged Business Enterprise Requirements – 49 C.F.R. Part 23

Contract Assurance (§ 23.9). To the extent that this Contract is a concession agreement subject to the requirements of the U.S. Department of Transportation's regulations, 49 C.F.R. Part 23, the concessionaire or Contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 C.F.R. Part 23. The concessionaire or Contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 49 C.F.R. Part 23 that it enters into and cause those businesses to similarly include the statements in further agreements.

2.8 Miscellaneous

A. Contractor agrees that it will undertake an affirmative action plan in conformance with 14 C.F.R. Part 152, Subpart E (Nondiscrimination in Airport Aid Program), to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment, contracting, or leasing activities covered in 14 C.F.R. Part 152, Subpart E. Contractor assures that no person will be excluded on such grounds from participating in or receiving the services or benefits of any program or activity covered by Subpart E. Contractor further agrees that it will require its covered suborganizations to provide assurances to Contractor that they similarly will undertake affirmative action programs and that they will require like assurances from their suborganizations as required by 14 C.F.R. Part 152, Subpart E.

B. City of Phoenix reserves the right to further develop, improve, repair, and alter the Airport and all roadways, parking areas, terminal facilities, landing areas, and taxiways, as it may reasonably see fit, free from any and all liability to Contractor for loss of business or damages of any nature whatsoever to Contractor occasioned during the making of such improvements, repairs, alterations, and additions.

C. The City of Phoenix reserves the right, but is not obligated to Contractor, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of Contractor in this regard.

D. Contractor acknowledges that this Contract is subordinate to any existing or future agreement between the City of Phoenix and the United States concerning the development, operation, or maintenance of the Airport. If the FAA or its successors require modifications or changes in the Contract as a condition to obtaining funds for improvements at the Airport or as a requirement of any prior grants, Contractor hereby consents to any and all such modifications and changes as may be reasonably required and agrees that it will adopt any such modifications and changes as part of this Contract.

E. This Contract is subordinate to the reserved right of the City of Phoenix and its successors and assigns to occupy and use for the benefit of the public the airspace above the Premises for the right of flight for the passage of aircraft. This public right of flight includes the right to cause in the airspace any noise inherent in the operation of any aircraft through the airspace or in landing at, taking off from, or operating at an Airport.

F. Contractor agrees to comply with the notification and review requirements, as required by 14 C.F.R. Part 77 (Safe, Efficient Use, and Preservation of the Navigable Airspace), if future construction of a structure is planned for the Premises or a planned modification of a structure on the Premises. Contractor shall submit the required FAA Form 7460-1 (Notice of Proposed Construction or Alteration) and provide documentation showing compliance with the federal requirements. After the FAA has completed the aeronautical study, Contractor shall provide to the City of Phoenix the FAA determination letter on proposed construction and any impact to air navigation. Contractor covenants for itself and its successors and assigns that it will not erect or permit the erection of any structure or permit the growth of any tree on the Premises above the mean sea level elevation for (1) Phoenix Sky Harbor International Airport, 1,134 feet, (2) Phoenix Goodyear Airport, 968 feet, and (3) Phoenix Deer Valley Airport, 1,476 feet. As a remedy for the breach of the covenant, the City of Phoenix reserves the right to enter the Premises and remove the offending structure or cut the offending tree at Contractor’s expense.

G. Contractor, by accepting this Contract, covenants for itself and its successors and assigns, that no use will be made of the Premises that might in any manner interfere with the landing and taking off of aircraft from the Airport or otherwise

constitute a hazard to air navigation. As a remedy for the breach of the covenant, the City of Phoenix reserves the right to enter the Premises and abate the interference at Contractor's expense.

H. Contractor agrees that nothing in this Contract may be construed to grant or authorize the granting of an exclusive right within the meaning of 49 U.S.C. § 40103(e) (No exclusive rights at certain facilities).

I. This Contract is subordinate to whatever rights the United States now has or in the future may acquire affecting the control, operation, regulation, and taking-over of the Airport or the exclusive or non-exclusive use of the Airport by the United States during a time of war or national emergency.

J. If this Contract involves construction, Contractor shall carry out the project in accordance with FAA airport design, construction, and equipment standards and specifications current on the date of project approval.

K. Contractor is encouraged to use fuel and energy conservation practices.

3. Immigration Reform and Control Act of 1986 (IRCA)

Contractor agrees that IRCA (Public Law 99-603) applies to it. Contractor shall comply with the provisions of IRCA as it applies to its activities under this Contract and to permit the City of Phoenix to inspect its personnel records to verify its compliance.

4. Conflict of Interest

Contractor agrees that the City of Phoenix may cancel this Contract pursuant to Arizona Revised Statutes (A.R.S.) § 38-511 (Cancellation of political subdivision and state contracts).

5. Legal Worker Requirements

The City is prohibited by A.R.S. § 41-4401 from awarding an agreement to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A) (Verification of employment eligibility; E-Verify program). Therefore, Contractor agrees that:

A. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214(A).

B. A breach of warranty under paragraph A above shall be deemed a material breach of this Contract and is subject to penalties up to and including termination of the Agreement.

C. The City of Phoenix retains the legal right to inspect the papers of Contractor or its subcontractor employees who work on this Contract to ensure that Contractor or its subcontractors are complying with the warranty under paragraph A above.

6. City of Phoenix Equal Employment Opportunity Requirements

6.1 If Contractor is by this Contract a supplier to or lessee of the City, then the requirements of the Phoenix City Code, Chapter 18, Article V applies, including the agreement that:

> "Any supplier/lessee in performing under this contract shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The supplier and/or lessee shall ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, and shall adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The supplier further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract."

Supplier/lessee further agrees that this clause will be incorporated in all subcontracts, job-consultant agreements or subleases of this agreement entered into by supplier/lessee.

If the supplier/lessee employs more than 35 employees, the following language shall be included as the last paragraph to the clause above:

> "The supplier/lessee further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression."

6.2 Documentation. Suppliers and lessees may be required to provide additional documentation to the Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.

6.3 Monitoring. The Equal Opportunity Department shall monitor the employment policies and practices of suppliers and lessees subject to this Section 3 as deemed necessary. The Equal Opportunity Department is authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary.

7. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Contract, Contractor, for itself, its assignees, and successors interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

B. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

D. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

E. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);

F. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

G. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

H. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and

certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

I. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

8. Contractor Requirements for the Mitigation of Heat-Related Illnesses and Injuries in the Workplace, Phoenix City Code Sec. 18-411

Any contractor whose employees and contract workers perform work in an outdoor environment under this contract must keep on file a written heat safety plan. The city may request a copy of this plan and documentation of all heat safety and mitigation efforts currently implemented to prevent heat-related illnesses and injuries in the workplace. The plan must also be posted where it is accessible to employees. At a minimum, the heat safety and mitigation plan and documentation required under this provision shall include each of the following as it relates to heat safety and mitigation:

A. Availability of sanitized cool drinking water free of charge at locations that are accessible to all employees and contract workers.

B. Ability to take regular and necessary breaks as needed and additional breaks for hydration.

C. Access to shaded areas and/or air conditioning.

D. Access to air conditioning in vehicles with enclosed cabs. All such vehicles must contain functioning air conditioning by no later than May 1, 2025.

E. Effective acclimatization practices to promote the physiological adaptations of employees or contract workers newly assigned or reassigned to work in an outside environment.

F. Conduct training and make it available and understandable to all employees and contract workers on heat illness and injury that focuses on the environmental and personal risk factors, prevention, how to recognize and report signs and symptoms of heat illness and injury, how to administer appropriate first aid measures and how to report heat illness and injury to emergency medical personnel.

G. The contractor further agrees that this clause will be incorporated in all subcontracts with subcontractors, sublicensees or sublessees who may perform labor or services in connection with this contract. Additionally, the contractor agrees to require all subcontractors, sublicensees or sublessees to include this clause in all contracts with any third party who is contracted to perform labor or services in connection with this contract. It is the obligation of the contractor to ensure compliance by its subcontractors.

2438541
Revised 5/22/2024
Formatting revisions 7/11/2024

IFB-25-0535

City of Phoenix Aviation Department
Sensitive Security Information Acknowledgement Form

The documents entitled Uninterruptible Power Supply Equipment, Service and Maintenance ("Documents") to be used as part of the IFB-25-0535 contain Sensitive Security Information that is controlled under 49 C.F.R. Parts 15 and 1520. These documents may only be disclosed to persons who have the requisite "need to know", as defined in 49 C.F.R. Parts 15 and 1520. Unauthorized release of this information may result in civil penalty or other action. For U.S. government agencies, public disclosure is governed by 5 U.S.C. 552 and 49 C.F.R. Parts 15 and 1520.

I acknowledge, on my behalf and that of my company, the above statement and agree to destroy the Uninterruptible Power Supply Equipment, Service and Maintenance, in compliance with 49 C.F.R. Parts 15 and 1520, upon the earlier of our company's completion of our need to review and/or use the Documents or no later than June 30, 2030.

Titan Power Inc.

NAME OF COMPANY

Stephen Berney

AUTHORIZED REPRESENTATIVE PRINTED NAME



AUTHORIZED REPRESENTATIVE'S SIGNATURE

CEO

TITLE

480 576 7796

PHONE NUMBER

7031 W Oakland St.

ADDRESS

Chandler, AZ 85226

CITY, STATE AND ZIP CODE

City of Phoenix

CONTRACTOR LICENSING REQUIREMENTS

(please complete and return with the submittal)

Offeror shall comply with all statutes and rules of the State of Arizona and the Registrar of Contractors. In accordance with A.R.S. § 32-1151, and unless otherwise exempted by A.R.S. § 32-1121, Offeror shall have the correct class of license as required by the Registrar of Contractors for the work specified, at the time of offer submission.

Offeror certifies possession of the following license:

Licensed Contractor's Name	Titan Power Inc.
Class	B-1
License Number.	228490
Expiration Date	1/31/2027

City of Phoenix

YEARS IN BUSINESS AND REFERENCES

(please complete and return with the submittal)

Contractor certifies that they have provided UNINTERRUPTIBLE POWER SUPPLY EQUIPMENT, SERVICE AND MAINTENANCE listed in this solicitation for a period of 3 year(s).

Contractor shall furnish the names, addresses, and telephone numbers of a minimum of three firms or government organizations for which the Contractor is currently furnishing or has furnished, the goods or services.

Name of Company:	City of Glendale
Name of Contact:	Vladan Gluvacevic
Email Address:	VGluvacevic@glendaleaz.com
Phone Number:	623-930-2701

Name of Company:	Arizona State University (ASU)
Name of Contact:	Melissa Bakutis
Email Address:	Melissa.Bakutis@asu.edu
Phone Number:	480-703-9838

Name of Company:	City of Prescott
Name of Contact:	Nate Keegan
Email Address:	nate.keegan@prescott-az.gov
Phone Number:	928-777-1296

City of Phoenix

OFFER

(please complete, sign, and return with the submittal)

TO THE CITY OF PHOENIX - The Undersigned hereby offers and agrees to furnish the material and or service(s) in compliance with all terms, conditions, specifications, and addenda issued as a result of a solicitation.

Arizona Sales Tax No.	07393138
Use Tax No. for Out-of-State Suppliers	
City of Phoenix Sales Tax No.	
Arizona Corporation Commission File No.	02226650

Taxpayer's Federal Identification No.: If recommended for contract award, Offeror agrees to provide its federal taxpayer identification number or as applicable its social security number to the City of Phoenix for the purposes of reporting to appropriate taxing authorities, monies paid by the City of Phoenix under the awarded contract. If the Offeror provides its social security number, the City will only share this number with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

Enter City's Registration System ID Number Located at City's eProcurement website (see SECTION 2 – INSTRUCTIONS - CITY'S REGISTRATION)	3022753

Offeror has read, understands, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror certifies that the prices offered were independently developed without consultation with any other Offeror or potential Offerors.

Authorized Signature

Date: 3/5/25

Stephen Berney CEO

Print Name and Title
(President, Manager, Member)

Titan Power Inc.

Offeror Legal Name and Company Type
(LLC, Inc., Sole Proprietor)

Street Address:	7031 W Oakland St.
City, State, Zip Code:	Chandler, AZ 85226
Telephone Number:	480 968 3191
Email Address:	sberney@titanpower.com

City of Phoenix

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the material(s) or service(s) listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by the City.

This contract shall henceforth be referred to as Contract No. 162950--0. The Contractor has been cautioned not to commence any billable work or provide any material or service under this contract until Contractor receives purchase order, or contract documentation.

CITY OF PHOENIX
A Municipal Corporation
Jeffrey Barton, City Manager

Director or delegate: Adriana Phillips
Title: Assistant Finance Director
Department: Finance

PHOENIX, ARIZONA • INCORPORATED FEB. 25, 1881 •

Attest:

Denise Archibald this 14 day of May 2025

City Clerk

Approved as to form this 19th day of January 2017. This document has been approved as to form by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.

City of Phoenix

PLACE OF BUSINESS

(please complete and return with the submittal)

Bidder's place of business will be an award factor in order to minimize the City's transportation and handling costs. If additional service locations are available or if different from the address in the Offer Section, enter below:

City of Phoenix

WARRANTY

(please complete and return with the submittal)

Specify the Contractor or dealership / manufacturer where warranty work will be done:

Contractor	Titan Power Inc.
Address	7031 W Oakland St
City, State, Zip Code	Chandler, AZ 85226

City of Phoenix

EMERGENCY 24-HOUR SERVICE CONTACT

(please complete and return with the submittal)

Contact Name:	Titan Power Service
Telephone Number:	800 509 6170
Alternate Contact:	Patrick Todd
Telephone Number:	480 576 7826

City of Phoenix

CONFLICT OF INTEREST AND TRANSPARENCY FORM

(please complete, sign, and return with the submittal)

This form must be signed and submitted to the City and all questions must be answered (or N/A) or your Offer may be considered non-responsive.

1. Name of person submitting this disclosure form.

Stephen Berney

First MI Last Suffix

2. Contract Information

Solicitation # or Name: IBF-25-0535

3. Name of individual(s) or entity(ies) seeking a contract with the City (i.e. parties to the Contract)

Titan Power Inc.

4. List any individuals(s) or entity(ies) that are owners, partners, parent, sublessees, joint venture, or subsidiaries of the individual or entity listed in Question 3. Please include all Board members, executive committee members and officers for each entry. If not applicable, indicate N/A.

NA

5. List any individuals or entities that will be subcontractors on this contract or indicate N/A.

☑ Subcontractors may be retained, but not known as of the time of this submission.
☐ List of subcontracts, including the name of the owner(s) and business name:

NA

6. List any attorney, lobbyist, or consultant retained by any individuals listed in Questions 3, 4, or 5 to assist in the proposal or seeking the resulting contract. If none, indicate N/A.

NA

7. **Disclosure of Conflict of Interest**:

A. City Code Section 43-34

Are you aware of any fact(s) with regard to this solicitation or resulting contract that would raise a "conflict of interest" issue under City Code Section 43-34?

"An elected City official or a City employee shall not represent any person or business for compensation before the City regarding any part of a procurement, including any resulting contract, if during the time the elected official is or was in office or the employee is or was employed by the City such elected official or employee played a material or significant role in the development of the solicitation, any other part of the procurement, or the contract award."

- [x] I am not aware of any conflict(s) of interest under City Code Section 43-34.
- [ ] I am aware of the following potential or actual conflict(s) of interest:

B. ARS Sections 38-501 et. Seq. & City Charter Chapter 11

State law and the Phoenix City Charter and Code prohibit public officers or employees, their close relatives, and any businesses they, or their relatives, own from (1) representing before the City any person or business for compensation, (2) doing business with the City by any means other than through a formal procurement, and (3) doing business with the City without disclosing that the person has an interest in the contract. This prohibition extends to subcontracts on City contracts and also applies to parent, subsidiary, or partner businesses owned by a public officer or employee. See A.R.S. Sections 38-501 through 38-511, for more information (City Charter, Chapter 11, applies the state conflict-of-interest law to City employees).

Please note that any contract in place at the time a person becomes a public officer or employee may remain in effect. But the contract may not be amended, extended, modified, or changed in any manner during the officer's or employee's city service without following city administrative regulations.

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under A.R.S. Sections 38-501 through 38-511 (See Arizona Revised Statutes regarding conflict of interest at www.azleg.gov).

- [x] I am not aware of any conflict(s) of interest under Arizona Revised Statutes Sections 38-501 through 38-511.
- [ ] I am aware of the following conflict(s) of interest:

City of Phoenix

8. Acknowledgements

A. **Solicitation Transparency Policy – No Contact with City Officials or Staff During Evaluation**

☑ I understand that a person or entity who seeks or applies for a city contract, or any other person acting on behalf of that person or entity, is prohibited from contacting city officials and employees regarding the contract after a solicitation has been posted.

☐ This "no-contact" provision only concludes when the contract is awarded at a City Council meeting. If contact is required with City official or employees, the contact will take place in accordance with procedures by the City. Violation of this prohibited contacts provision, set out in City Code Sections 2-190.4 and 43-36, by respondents, or their agents, will lead to **disqualification.**

B. **Fraud Prevention and Reporting Policy**

☑ I acknowledge that the City has a fraud prevention and reporting policy and takes fraud seriously. I will report fraud, suspicion of fraud, or any other inappropriate action to: telephone no. 602-261-8999 or 602-534-5500 (TDD); or aud.integrity.line@phoenix.gov.

The purpose of the fraud policy is to maintain the City's high ethical standards. The policy includes a way for our business partners to report wrongdoing or bad behavior. Suspected fraud should be reported immediately to the Phoenix Integrity Line. The City has adopted a zero-tolerance policy regarding fraud.

OATH

I affirm that the statements contained in this form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.
Should any of the answers to the above questions change during the course of the contract, particularly as it relates to any changes in ownership, applicant agrees to update this form with the new information within 30 days of such changes. Failure to do so may be deemed a breach of contract.

Stephen Berney	CEO
PRINT NAME	TITLE
	3/5/25
SIGNATURE	DATE
Titan Power Inc.	
COMPANY (CORPORATION, LLC, ETC.) NAME and DBA	

City of Phoenix

COSTS AND PAYMENTS

(please complete and return with the submittal)

PAYMENT TERMS & OPTIONS: Vendors must choose an option, if a box is not checked, the City **will default to 0% - net 45 days:**

☐ Contractor offers a prompt payment discount of either _____% - 30 days or 0% – 45 days - to apply after receipt of invoice or final acceptance of the products (invoice approval), whichever date is later, starts the 30 days. If no prompt payment discount is offered, the default is 0%, net 45 days; effective after receipt of invoice or final acceptance of the products, whichever is later. **Payment terms offering a discount will not be considered in the price evaluation of your offer.**

☐ Contractor may be paid immediately upon invoice approval, if enrollment is made to the Single Use Account (SUA) Program, administered by the City's servicing bank ("Bank"). By checking this box, the vendor accepts transaction costs charged by their merchant bank and agrees not to transfer to the City those extra charges. The City will not pay an increase in our services for the SUA charges; if an audit uncovers an upcharge for the SUA charges the vendor will owe the City all costs. The vendor may opt-out of the SUA program once, but then may not rejoin during the same contract term. **For more information about the SUA program or to enroll, send email to mailbox.sua@phoenix.gov.**

City of Phoenix

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

(please sign and return with the submittal)

The prospective participant (Contractor for a federally funded project) certifies, by submission of this solicitation and certification, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Where the prospective participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this solicitation.

THE PARTICIPANT (Contractor for a federally funded project), CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. 3801 ET SEQ. ARE APPLICABLE THERETO.

Stephen Berney	
Authorized Official Name	Signature
CEO	3/5/25
Title of Authorized Official	Date

City of Phoenix

ADDENDUM #1

(please sign and return with the Submittals)

CHANGES

Section 1, Instructions, Subsection 1.3, Timeline – Schedule of Events, Offer Due Date is extended as follows:

Offer Due Date	March 7, 2025 at 2:00 pm

The balance of the specifications and instructions remain the same. Bidder must acknowledge receipt and acceptance of this addendum by signing below and returning the entire addendum with the bid or proposal submittal.

Name of Company: Titan Power Inc.

Address: 7031 W Oakland St Chandler, AZ 85226

Authorized Signature:

Print Name and Title: Stephen Berney CEO

City of Phoenix

Exhibit B. PRICING PROPOSAL

IFB-25-0535 UNINTERRUPTIBLE POWER SUPPLY EQUIPMENT, SERVICE AND MAINTENANCE

GROUP I: Preventative Maintenance (PM) Scheduled Services

Item No.	Tier Size	Estimated Annual Quantity	Unit Price	Total Price
1	Tier I	40	$ 110.00	$ 4,400.00
2	Tier II	200	$ 155.00	$ 31,000.00
3	Tier III	80	$ 515.00	$ 41,200.00
4	Tier IV	20	$ 630.00	$ 12,600.00

Exhibit B. PRICING PROPOSAL

IFB-25-0535 UNINTERRUPTIBLE POWER SUPPLY EQUIPMENT, SERVICE AND MAINTENANCE

GROUP II: Labor Rates for Non-PM Services

Item No.	Description	Unit Price
1	Regular Hourly Rate	125
2	Premium Hourly Rate	187.5
3	Emergency Response (Flat fee)	125

City of Phoenix

Exhibit B. PRICING PROPOSAL

IFB-25-0535 UNINTERRUPTIBLE POWER SUPPLY EQUIPMENT, SERVICE AND MAINTENANCE

GROUP III: New Equipment - % Discount from Manufacturer

Item No.	Manufacturer & Product No.	Tier Size	Manufacturer Website/Catalog	% Discount New Equipment	% Discount New Parts
1	Eaton/Powerware	1		$ 30.00	$ 30.00
2	Emerson/Liebert	1	www.vertiv.com	$ 30.00	$ 30.00
3	Xtreme Power	1	www.xpcc.com	$ 30.00	$ 30.00
4	MGE	1	www.apc.com	$ 30.00	$ 30.00
5	APC	1	www.apc.com	$ 30.00	$ 30.00
6	Smart App	1	www.apc.com	$ 30.00	$ 30.00
				$ -	$ -
7	Eaton/Powerware	2	www.eaton.com	$ 30.00	$ 30.00
8	Xtreme Power	2	www.xpcc.com	$ 30.00	$ 30.00
9	MGE	2	www.apc.com	$ 30.00	$ 30.00
10	APC	2	www.apc.com	$ 30.00	$ 30.00
11	Toshiba	2	www.toshiba.com	$ 30.00	$ 30.00
12	Schneider Electric		www.apc.com		
				$ 30.00	$ -
13	Eaton/Powerware	3	www.eaton.com	$ 30.00	$ 30.00
14	Xtreme Power	3	www.xpcc.com	$ 30.00	$ 30.00
15	MGE	3	www.apc.com	$ 30.00	$ 30.00
16	APC	3	www.apc.com	$ 30.00	$ 30.00
17	Toshiba	3	www.toshiba.com	$ 30.00	$ 30.00
	Schneider Electric		www.apc.com		
				$ -	$ -
18	Eaton/Powerware	4	www.eaton.com	$ 30.00	$ 30.00
19	Xtreme Power	4	www.xpcc.com	$ 30.00	$ 30.00
20	MGE	4	www.apc.com	$ 30.00	$ 30.00
21	APC	4	www.apc.com	$ 30.00	$ 30.00
22	Toshiba	4	www.toshiba.com	$ 30.00	$ 30.00

City of Phoenix

Exhibit B. PRICING PROPOSAL

IFB-25-0535 UNINTERRUPTIBLE POWER SUPPLY EQUIPMENT, SERVICE AND MAINTENANCE

GROUP IV: New Batteries - % Discount from Manufacturer

Item No.	Manufacturer	Manufacturer Website/Catalog	% Discount New Batteries
1	Powersonic	www.powersonic.com	$ 25.00
2	Ensersys/Datasafe	www.enersys.com	$ 25.00
3	C & D Technologies / Dynasty	www.cdtechno.com	$ 25.00
4	GNB	www.gnb.com	$ 25.00
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -

Exhibit B. PRICING PROPOSAL
IFB-25-0535 UNINTERRUPTIBLE POWER SUPPLY EQUIPMENT, SERVICE AND MAINTENANCE
GROUP V: PREMIUM MAINTENANCE

Item No.	Manufacturer	Model/Serial #	Estimated Annual Quantity	Unit Price	Total Price
1	Liebert	38SA100A0A00	2	$ 515.00	$ 6,180.00
2	Liebert	PPA030C / 314675-1	2	$ 300.00	$ 3,600.00
3	Liebert	PPA030C / 627126-001	2	$ 300.00	$ 3,600.00
4	Liebert	PPA075C / 314675-1	2	$ 300.00	$ 3,600.00
5	Liebert	PPA075C / 823287-001	2	$ 300.00	$ 3,600.00
6	Liebert	38SA2 A0A00 / 21012003252131050001	2	$ 515.00	$ 6,180.00
7	Liebert	PPA075C231A3832 / M13C090043	2	$ 300.00	$ 3,600.00
8	Liebert	PPA050C241A9831 / M13C090042	2	$ 300.00	$ 3,600.00
9	Eaton	Model# 93PM UPS 200 KW CAPACITY 4 UPM200	2	$ 515.00	$ 6,180.00
10	Eaton	PDU WPN75DC004 Serial: EN353SXX04	4	$ 300.00	$ 3,600.00
11	Eaton	PDU WPN75DC004 Serial:EN353SXX01	4	$ 300.00	$ 3,600.00
12	Eaton	PDU WPN75DC004 Serial: EN311SXX06	4	$ 300.00	$ 3,600.00
13	Eaton	PDU WPN75DC004 Serial: EN311SXX05	4	$ 300.00	$ 3,600.00
14	Eaton	PDU WPN50DC004 Serial: EN352SXX02	4	$ 300.00	$ 3,600.00
15	Eaton	WPN75DC004 Serial: EN353SXX02	4	$ 300.00	$ 3,600.00
16	Eaton	WPN75DC004 Serial:EN353SXX03	4	$ 300.00	$ 3,600.00
17	Eaton	PDU Serial# 110-5223-1	4	$ 300.00	$ 3,600.00
18	Eaton	PDU Serial# 110-5223-2	4	$ 300.00	$ 3,600.00
19	Eaton	PDU Serial# 110-5223-3	4	$ 300.00	$ 3,600.00
20	Eaton	PDU Serial# 110-5224-1	4	$ 300.00	$ 3,600.00
				Total	$ 68,940.00

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Tiffany Antol, Zoning Code Manager

Date: 10/28/2026

Meeting Date: 11/03/2026

TITLE:

Consideration and Adoption of Resolution No. 2026-52 and Ordinance No. 2026-27: 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-26-00136 - Zoning Map Amendment Process" 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. 2026-52
2. Read Ordinance No. 2026-27 by title only for the final time
3. City Clerk reads Ordinance No. 2026-27 by title only (if approved above)
4. Adopt Ordinance No. 2026-27

Executive Summary:

City's request for a Zoning Code Text Amendment to modify provisions in Zoning Code Chapter 10-20: Administration, Procedures, and Enforcement, Division 10-20.50: Common Procedures and Division 10-20.50: Amendments to the Zoning Code Text and the Zoning Map to require a pre-application meeting for a Zoning Map Amendment, remove submittal requirements based on the size of the development, and remove the two-pronged approach.

The Planning & Zoning Commission voted 4-1 to recommend the City Council zoning code text amendment PZ-26-00136. The dissenting vote cited that they were unable to meeting Finding #2.

Financial Impact:

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

Policy Impact:

There are no policy impacts affiliated with this request.

Previous Council Decision or Community Discussion:

There have been no previous council decisions or community discussions on this amendment.

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 address community concerns about the Zoning Map Amendment process. When a property owner seeks to develop property with a different land use or intensity than currently permitted under the applicable zoning district, the owner may apply for a zoning map amendment. The City provides two pathways (10-20.50.C):

Direct-to-Ordinance Rezoning: The applicant submits a site plan and supporting documentation for site

plan review and approval. This pathway enables the applicant to entitle the project and proceed directly to construction plan and building permit review, consolidating rezoning and site plan reviews.

Conceptual Rezoning: The applicant submits a concept zoning plan to pursue a rezoning, then proceeds at a subsequent date with site plan or subdivision review prior to construction permits.

Regardless of the pathway selected, the same procedures and levels of review apply. Staff recommends removing the two separate pathways. The Zoning Map Amendment process will remain similar to the existing conceptual rezoning pathway, but flexibility is built in to administratively change application requirements as is deemed necessary to streamline the review process.

To provide greater flexibility in the rezoning process, the requirements to condition a rezoning on a conceptual site plan have been removed. Conditioning a zoning map amendment on a conceptual site plan binds approval to a specific design, thereby limiting flexibility for future modifications. If the approved concept plan is not developed, it nonetheless remains a condition of the rezoning. Any subsequent project must either develop the approved plan or seek a rezoning based on a new proposed site plan. The high degree of specificity required at this preliminary stage represents a significant impediment to the rezoning process. As such staff is recommending removing these provisions.

The allowance to impose conditions on a Zoning Map Amendment will remain which includes the following language:

Conditions of Approval.
The Council may impose such reasonable and appropriate conditions and safeguards as are necessary to a Zoning Map Amendment request to:

- Carry out the purposes of the General Plan or other applicable specific plans;
- Ensure all required findings are satisfied and compatibility with adjacent land uses has been assured;
- Reduce or minimize any potentially injurious effects on adjacent properties;
- Protect the character and scale of the neighborhood; or
- Protect the health, safety, or general welfare of the community.

Such conditions of approval may include, but are not limited to:

- Structural or vegetative screening greater than that required by the landscaping and screening standards of Division 10-50.60, Landscaping Standards, to buffer the surrounding land uses from the proposed use;
- Limitations on the allowable uses permitted within the approved zone that are more restrictive than the otherwise allowed uses established in Division 10-40.30, Non-Transect Zones;
- Limitations on the height, setbacks, GFAR, or other standards specific to the approved zone which are more restrictive than the applicable requirements of Division 10-40.30, Non-Transect Zones, or 10-40.40, Transect Zones;
- Limitations on the height, size, or illumination of signs more restrictive than the applicable requirements of Division 10-50.100, Sign Standards;
- Limitations on the conduct of the proposed use, such as, but not limited to, hours of operation, or use of loudspeakers or external lighting, as necessary to protect adjacent land uses;
- Public dedication of necessary right-of-way for streets, alleys, drainage ways, and public utilities, and installation of off-site improvements as are reasonably required by or related to the effect of the Zoning Map Amendment;
- A stipulation that the applicant schedule an additional neighborhood informational meeting in compliance with the procedures set forth in Section 10-20.30.060, Neighborhood Meeting, prior to submittal of an application for site plan review and approval (Section 10-20.40.140) so that interested residents may view the final site plan and other applicable plans for consistency with approved conditions of approval. The applicant shall create a written summary of the meeting, which shall be filed with the Director; and
- A stipulation that if the subject property is not located within the Resource Protection overlay zone (see Section 10-40.50.030, Overlay Zones), then compliance with the resource protection standards established in Division 10-50.90, Resource Protection Standards, is required.

The proposed amendment includes the following modifications:

- Amend **Chapter 10-20: Administration, Procedures, and Enforcement, Division 10-20.30: Common Procedures, Section 10-20.30.040: Pre-Application Review by Director** to remove the language that states pre-application review is optional.
- Amend **Chapter 10-20: Administration, Procedures, and Enforcement, Division 10-20.50:**

Amendments to the Zoning Code Text and the Zoning Map to do the following:
  - Require a pre-application review for Zoning map Amendments.
  - Clarify what applications require a public meeting with the Heritage Preservation Commission.
  - Amend the application requirements to remove submittal requirements for different scale zoning map amendments, clarify remaining application requirements.
  - Delete Application Procedures – A Two-Pronged Approach section that details two types of zoning map amendments including Director to Ordinance with a Site Plan and Authorization to Rezone with a Concept Zoning Plan.
  - Remove language for modifying a concept zoning plan.
  - Remove procedure figures.
- Amend **Section 10-20.30.060: Neighborhood Meeting** to remove the requirement for a change of use in the PF zone to hold a neighborhood meeting and to clarify the timing of an applicant's neighborhood meeting.

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.

There are no Core or Complimentary goals and policies that apply to this zoning code text amendment.

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 amendment is intended to streamline the Zoning Map Amendment process as recommended by the recent Code Analysis Project.

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 wel-maintained community through comprehensive & equitable code compliance, & development is compatible with community values

Connection to Regional Plan:

See the Background and History seciton of this report.

Connection to Carbon Neutrality Plan:

This amendment has no connection to the Carbon Neutrality Plan.

Connection to 10-Year Housing Plan:

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

Attachments:
Res. 2026-52
Exhibit A PZ-26-000136 Zoning Map Amendment Process
Ord. 2026-27
PZ-26-00136 Housing Statement

RESOLUTION NO. 2026-52

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED "PZ-26-00136 – ZONING MAP AMENDMENT PROCESS"

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. 2026-27, 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-26-00136 – Zoning Map Amendment Process"* attached hereto as Exhibit A is hereby declared to be a public record, and one (1) paper copy and one (1) electronic copy shall remain on file with the City Clerk in compliance with A.R.S. § 44-7041.

SECTION 2. Effective Date.

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

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

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
A. PZ-26-00136 Zoning Map Amendment Process

Case No. PZ-26-00136– Amendments to the Zoning Code Text and the Zoning Map

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 10-20: Administration, Procedures, and Enforcement, Division 10-20.30: Common Procedures, Section 10-20.30.040 Pre-Application Review by Director as follows:

10-20.30.040 Pre–Application Review by Director

A. Pre-Application Review.

1. A pre-application review is **~~an optional~~** **a** process to provide a general overview of a proposed development's compliance with this Zoning Code and other applicable policies and regulations. This review occurs prior to the submittal for concept plan review (Section 10-20.30.050). An applicant requesting any development approval may request a pre-application review.

Section 2. Amend Title 10 Flagstaff Zoning Code, Chapter 10-20: Administration, Procedures, and Enforcement, Division 10-20.50: Amendments to the Zoning Code Text and the Zoning Map, as follows:

Division 10-20.50:

Amendments to the Zoning Code Text and the Zoning Map

Sections:

10-20.50.010 Purpose
10-20.50.020 Applicability
10-20.50.030 Initiation of Amendments
10-20.50.040 Procedures
10-20.50.050 Appeal
10-20.50.060 Reversion of Conditional Zoning Map Amendment Approval
10-20.50.070 TNCP Zoning Map Amendments

10-20.50.010 Purpose

This division provides procedures for the amendment of the text of this Zoning Code and the Zoning Map consistent with applicable law.

10-20.50.020 Applicability

The procedures established in this division shall apply to all proposals to change the text of this Zoning Code, amend a parcel's zoning designation, or a zone boundary on the Zoning Map. Amendments to the text of this Zoning Code and the Zoning Map shall only be made through the procedures described in this division and the adoption of an amending ordinance by the Council.

10-20.50.030 Initiation of Amendments

A. Owner Initiation.

1. A property owner, or an agent authorized by the property owner in writing, may submit:

a. A Zoning Map Amendment application for the owner's property which is subject to the application; or

b. A Zoning Code Text Amendment to amend the zone and related provisions that directly regulate owner's property.

2. In the event that a real property owner files an application for a Zoning Map amendment that includes property other than that owned by the applicant, the applicant shall file, on a form provided by the Director, a petition in favor of the request signed by the real property owners representing at least 75 percent of the land area to be included in the application. The petition shall bear the property owners' signatures and addresses, the legal description and land area of each property represented on the petition, the total land area represented by the petition, and the total land area of individual properties included in the application.

B. City Council. The Director on behalf of the City Council may initiate a Zoning Code Text Amendment application or a Zoning Map Amendment application. An application initiated for amendments initiated by the City Council shall be signed by the Director.

C. Withdrawal. An applicant may withdraw a Zoning Code Text Amendment application or a Zoning Map Amendment application at any time. On behalf of the City Council, the Director may withdraw an application initiated by the City Council.

10-20.50.040 Procedures

A. Pre-Application Review **for Zoning Map Amendment**. A~~n~~ ~~**optional**~~ pre-application review with the Director is ~~**recommended**~~ **required** for all applications consistent with the procedures set forth in Section 10-20.30.040, Pre-Application Review by Director.

B. Citizen Review. All applications to amend the text of this Zoning Code or the Zoning Map shall include a process for citizen participation. Citizen participation shall, at a minimum, consist of a neighborhood meeting or a work session of the Planning Commission, as set forth below. The Director may implement additional procedures for citizen participation.

1. Zoning Map Amendments. The applicant shall schedule and conduct a neighborhood meeting in compliance with the procedures set forth in Section 10-20.30.060, Neighborhood Meeting. For requests to designate property as a landmark **property or apply a historic overlay zone** ~~**, historic property or historic district,**~~ a public meeting of the Heritage Preservation Commission held prior to any public hearing on the request shall satisfy the requirement for a neighborhood meeting.

2. Text Amendments to This Zoning Code.

a. A citizen review session shall be held at the Planning Commission work session that is scheduled for the consideration of any proposed text amendment. Landowners and other citizens potentially affected by the proposed text amendment will have an opportunity to comment on the proposed text amendment.

b. Notice of the citizen review session shall be given to adjacent landowners, citizens potentially affected by the proposed text amendments, and any person or group who has specifically requested notice regarding the application, in compliance with the review schedule on file with the Planning Section and A.R.S. § 9-462.04.A. The notice shall state the date, time, and place of the citizen review session and shall include a general explanation of the proposed text amendment. A copy of the notice shall be submitted to the Director. The form of notice to be used may vary according to the type of text amendment proposed. The form of notice given may include, but is not limited to, at least subsection (B)(2)(b)(1), (2) or (3) of this section, as well as optionally subsection (B)(2)(b)(4) of this section:

(1) First class mail sent to each property owner, as shown on the last assessment, whose property is directly governed by the changes;

(2) Inclusion in utility bills or other mass mailing distributed by the City;

(3) Publication in a local newspaper of general circulation distributed to City residents; or

(4) Posting on the City website.

c. The Planning Commission ~~**or Heritage Preservation Commission**~~ may take into account issues and concerns raised by landowners and other residents potentially affected by the proposed text amendments. Prior to the Council hearing, the Planning Commission ~~**or Heritage Preservation Commission**~~ shall report on the issues and concerns raised during the citizen review session.

C. Application Requirements.

1. Applications for Zoning Code text or Zoning Map Amendments shall be submitted to the Director in writing on a form prescribed by the City in compliance with Section 10-20.30.020, Application Process. The application shall include the information and materials specified in the checklist, together with the required fee ~~**established in Appendix 2 (Planning Fee Schedule)**~~.

~~**2. The submittal requirements for applications for Zoning Map amendments vary based on the size of the development and whether an amendment to the General Plan is required, as set forth below:**~~

~~**a. Small-Scale Zoning Map Amendments. These are applications for Zoning Map amendments for which no infrastructure analyses typically required by the *Engineering Standards* are necessary and which are determined by the Director to be consistent with the General Plan and compatible with surrounding development. These would typically include developments located on small lots or parcels, such as, for example, a duplex. For such applications, the requirements for a site analysis and concept zoning plan may be waived if, in the opinion of the Director, they are not warranted based on the conditions in subsections (C)(3)(b) and (c) of this section.**~~

~~**b. Medium-Scale Zoning Map Amendments. These are applications for Zoning Map amendments for developments that fall below the thresholds for large-scale Zoning Map amendments and that meet the following thresholds:**~~

~~**(1) Require a minor amendment to the General Plan as defined in Section 11-10.20.020, Major Plan Amendments and New Elements; and/or**~~

~~**(2) Require infrastructure analyses in accordance with the *Engineering Standards*.**~~

~~For such applications, the minimum submittal requirements for a concept zoning plan are required including a development agreement (see Section 10-20.40.060, Development Agreements) when needed to define applicant/City obligations for such elements as off-site infrastructure improvements, affordable housing, or open space.~~

~~c. Large-Scale Zoning Map Amendments. These are applications for Zoning Map amendments that meet the following thresholds:~~

~~(1) Include residential developments over 100 units, or all commercial developments over 50,000 square feet or 15 acres, or all industrial and research and development uses over 150,000 square feet or 20 acres; or~~

~~(2) Require a major amendment to the General Plan as defined in Section 11-10.20.020, Major Plan Amendments and New Elements.~~

~~For such applications, the minimum submittal requirements for a concept zoning plan are required, as well as infrastructure analyses as required by the *Engineering Standards*. Compliance with the requirements of Section 10-20.30.070, Additional Requirements for Citizen Outreach, may also be required depending on the size of the proposed development. In addition, a development agreement that defines applicant/City obligations such as off-site infrastructure improvements, affordable housing, or open space is required to be submitted at such time as impact analyses have been accepted by the City Engineer or Utilities Director (see Section 10-20.40.060, Development Agreements).~~

~~d. Multi-Phase Scale Zoning Map Amendments. These are applications for Zoning Map amendments for very large projects that meet the following thresholds:~~

~~(1) Are complex in terms of their associated development issues; involve the future subdivision of land and the potential for multiple land developers; include multiple land use types; include multiple zone designations; involve complex utility infrastructure issues; and will require the design and layout of an internal street network to connect to existing streets; or~~

~~(2) Require a major amendment to the General Plan as defined in Section 11-10.20.020, Major Plan Amendments and New Elements.~~

~~**For such applications, the minimum submittal requirements for an enhanced concept zoning plan are required which includes the additional information described in the checklist.**~~

2~~**3**~~. The Director may request any other information that is relevant to assist in the review of a Zoning Code text or Zoning Map Amendment. ~~**The Director's decision to require additional information to assist the Planning Commission and Council in their review of the Zoning Code text or Zoning Map Amendment shall be based on whether any of the following apply:**~~

~~**a. The need to ensure that any General Plan policies and requirements that may be specific to the subject property are addressed either in a written report or on submitted plans;**~~

~~**b. The proposed development anticipated in compliance with the requested zoning designation while consistent with the General Plan Land Use Map may not be generally compatible with surrounding uses and neighborhoods based on the size, height, scale, mass and proportion of the proposed development (therefore a three-dimensional bulk and mass analysis may be required); or**~~

~~**c. The subject property is encumbered with natural resources such as floodplains, forests, and steep slopes, and compliance with the resource protection overlay (see Division 10-50.90, Resource Protection Standards) is required.**~~

3~~**4**~~. The Director may waive the requirements for any of the information required ~~**in this subsection (C)**~~ **in the corresponding application** if it is determined that such information is not necessary in order to complete a review of the requested Zoning Map Amendment.

~~**5. An applicant may submit additional detail and more information than the minimum required in this subsection (C).**~~

~~**D. Application Procedures – A Two-Pronged Approach. An applicant requesting an amendment to the Zoning Map regardless of the scale of the project as defined in subsection (C)(2) of this section may elect to pursue either one of the two approaches described below:**~~

~~**1. Direct Ordinance with a Site Plan. The Direct Ordinance with a Site Plan process, illustrated in Figure 10-20.50.040B, provides an applicant with a shorter approval process with fewer steps.**~~

~~**This process enables an applicant to submit fully developed site plans with all supporting information required for site plan review and approval (Section 10-20.40.140) concurrently with the Zoning Map Amendment application. Once the Zoning Map Amendment is approved by the Council, then the applicant may proceed directly to construction plan and building permit review (Section 10-20.40.030, Building Permits and Certificates of Occupancy), and no additional site plan review is required. However, if the Council adds conditions of approval that require substantial amendments to the site plan, as determined by the Director, then a revised application shall be submitted for site plan review and approval (Section 10-20.40.140) prior to building permit review and approval.**~~

~~**2. Authorization to Rezone with a Concept Zoning Plan. The Authorization to Rezone with a Concept Zoning Plan process illustrated in Figure 10-20.50.040C decouples a Zoning Map Amendment application from an application for site plan review and approval. In this case, a concept zoning plan would be developed and submitted in support of the zone change request, and, assuming Council approval of the Zoning Map Amendment, then a complete site plan application would be submitted at a later time in accordance with the requirements of Section 10-20.40.140, Site Plan Review and Approval.**~~

D~~E~~. Staff Review.

1. An application for a text amendment to this Zoning Code or an amendment to the Zoning Map shall be submitted to the Director and shall be reviewed and a recommendation prepared in compliance with the review schedule on file with the Planning Section.

2. The Director shall determine whether a Zoning Map Amendment application is administratively complete within 30 days after receiving the application.

a. If the Director determines that the application is not administratively complete, a comprehensive list of the specific deficiencies shall be provided in writing or electronically to the Applicant. The administrative completeness review time frame and the overall time frame are suspended from the date the list of deficiencies is issued until the date that the Applicant resubmits the missing information. Additional notices of administrative completeness or deficiencies may be provided based on the Applicant's submission of missing information.

b. The City shall determine whether a resubmitted application is administratively complete within 15 days after receiving the resubmitted application.

3. After determining that the application is administratively complete, the City shall approve or deny the application within 180 days.

a. During the substantive review time frame, the City may identify legal requirements that have not been addressed by the application and provide a written or electronic comprehensive request for corrections. The substantive review time frame and the overall time frame are suspended from the date the request for corrections is issued until the date the Applicant resubmits the corrections.

b. The Director may consider an application withdrawn if, within 30 days or more after the date of request for corrections, the Applicant does not supply the documentation or information requested or an explanation of why the information cannot be provided within the established time period.

c. The Director may extend the time frame to approve or deny a Zoning Map Amendment application beyond 180 days for the following reasons:

i. For extenuating circumstances, the Director may grant a onetime extension of not more than 30 days.

ii. If an Applicant requests an extension, the Director may grant extensions of 30 days for each extension granted.

d. Subsections 10-20.50.040(D~~E~~)(2) and (D~~E~~)(3) of this section do not apply to land that is designated as a District of Historical Significance pursuant to A.R.S. § 9-462.01(A)(10) or an area that is designated as historic on the National Register of Historic Places or Planned Area Developments.

4. The Director's recommendation shall be transmitted to the Planning Commission in the form of a staff report prior to a scheduled public hearing. The staff report shall include the following:

a. An evaluation of the consistency and conformance of the proposed amendment with the ~~goals of the~~ General Plan and any applicable specific plans;

b. A recommendation on the amendment and the grounds for the recommendation based on the standards and purposes of the zones set forth in Division 10-40.20, Establishment of Zones; and

c. A recommendation on whether the text amendment or Zoning Map Amendment should be granted, granted with conditions to mitigate anticipated impacts caused by the proposed development, or denied.

5. A copy of the staff report shall be made available to the public and any Applicant prior to the public hearing.

E~~F~~. Findings for Reviewing Proposed Zoning Map Amendments and Text Amendments.

1. An amendment to the Zoning Map or the text of this Zoning Code may be approved only if all of the following findings are made, as applicable to the type of amendment:

a. Findings for Zoning Map Amendments.

(1) The proposed amendment is consistent with and conforms to the ~~goals of the~~ General Plan and any applicable specific plans;

(2) The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City and will add to the public good as described in the General Plan; and

(3) The affected site is physically suitable in terms of design, location, shape, size, operating characteristics and the provision of public and emergency vehicle (e.g., fire and medical) access and public services and utilities (e.g., fire protection, police protection, potable water, schools, solid waste collection and disposal, storm drainage, wastewater collection, treatment, and disposal), to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

b. Findings for 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.

2. If the application is not consistent with and does not conform to 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, General Plans, prior to considering the proposed amendment. The Director shall determine if a General Plan (or other applicable specific plan) amendment is required and whether the amendment would be a minor or major plan amendment, based upon the criteria set forth in Section 11-10.20.020, Major Plan Amendments and New Elements.

3. An application for a major amendment to the General Plan and a Zoning Map amendment for the same development site/application will not be considered at the same time. If it is determined that a major amendment to the General Plan is required, then the application for a Zoning Map amendment shall wait until the major plan amendment has been approved.

4. An amendment to the General Plan map that is determined to be minor may be considered and heard at the same time as the application for a Zoning Map amendment.

F~~G~~. Notification. Public notification of an amendment to the text of this Zoning Code or the Zoning Map shall be provided in compliance with Section 10-20.30.080, Notice of Public Hearings. When the proposed amendment involves land that abuts unincorporated areas of Coconino County, the Director shall send a copy of the notice of public hearing to the planning agency of Coconino County.

G~~H~~. Planning Commission Public Hearing.

1. If the Director determines that the requested Zoning Map amendment would not require a General Plan (or other applicable specific plan) amendment, the Director shall give notice and the Planning Commission shall conduct a public hearing on the application.

2. The Planning Commission may request additional information that is relevant to assist in the review of a Zoning Code text or Zoning Map amendment subject to the criteria established in subsection (C)(3) of this section.

HI. Action by the Planning Commission. The Planning Commission shall render its decision in the form of a written recommendation to the Council. The recommendation shall include the reasons for the recommendation (refer to Section 10-20.30.090, Findings Required). The Planning Commission may recommend approval, approval with modifications and/or conditions, or denial of the proposed amendment. If the Planning Commission fails to make a recommendation to the Council within 30 days after closing the public hearing, the Planning Commission shall be deemed to have recommended denial and the application shall be scheduled for public hearing and action by the Council.

IJ. Council Public Hearing.

1. Upon receipt of a recommendation from the Planning Commission, the Council shall conduct a public hearing and take action on any application to amend the text of this Zoning Code or the Zoning Map. The Council may refer the application back to the Planning Commission for further study and a revised recommendation.

2. The Council may request additional information that is relevant to assist in the review of a Zoning Code text or Zoning Map Amendment subject to the criteria established in subsection C.3. of this section.

JK. Council Action. The Council shall review the proposed amendment or Zoning Map Amendment and the recommendations of the Planning Commission and Director, and shall grant or deny the application.

KL. Ordinance Effective Date. An ordinance granting a Zoning Map Amendment is, by State statute, subject to referendum and shall not become effective until 30 days after the date of adoption or the date the final ordinance is available from the City Clerk, whichever is later. The effective date of the ordinance is not necessarily the effective date of Zoning Map Amendment. The effective date of the Zoning Map Amendment is when compliance with conditions of approval is completed and certified by the Director. No permits or development approvals may be granted that are in furtherance of the Zoning Map Amendment request until the 30 days have lapsed and the conditions of approval have been met.

LM. Protest Procedures. A protest in writing signed by the property owners against a proposed Zoning Map Amendment may be filed in writing by the owners of 20 percent or more of either:

1. The property by area and number of Lots, Tracts, and Condominium units, excluding government-owned property included in the proposed Zoning Map Amendment; or

2. The property by area and number of Lots, Tracts, and Condominium units, excluding government-owned property immediately adjacent to the proposed Zoning Map Amendment extending 150 feet, including all Rights-of-Way.

Such protest shall be hand-delivered to the City Clerk, or their designee, by no later than 12:00 noon five business days after the City Council first considers the application at a public hearing. If a timely protest is filed, the amendment shall not become effective except by a favorable vote of three-fourths of all members of the Council. If any member of the Council is unable to vote on such a question because of a conflict of interest, then the required number of votes for passage of the question shall be three-fourths of the remaining membership of the Council; provided, that such required number of votes shall in no event be less than a majority of the full membership of the Council.

MN. Conditions of Approval.

1. The Council may impose such reasonable and appropriate conditions and safeguards as are necessary to a Zoning Map Amendment request to:

   a. Carry out the purposes of the General Plan or other applicable specific plans;

   b. Ensure all required findings are satisfied and compatibility with adjacent land uses has been assured;

   c. Reduce or minimize any potentially injurious effects on adjacent properties;

   d. Protect the character and scale of the neighborhood; or

   e. Protect the health, safety, or general welfare of the community.

2. Such conditions of approval may include, but are not limited to:

   a. Structural or vegetative screening greater than that required by the landscaping and screening standards of Division 10-50.60, Landscaping Standards, to buffer the surrounding land uses from the proposed use;

b. Limitations on the allowable uses permitted within the approved zone that are more restrictive than the otherwise allowed uses established in Division 10-40.30, Non-Transect Zones;

c. Limitations on the height, setbacks, GFAR, or other standards specific to the approved zone which are more restrictive than the applicable requirements of Division 10-40.30, Non-Transect Zones, or 10-40.40, Transect Zones;

d. Limitations on the height, size, or illumination of signs more restrictive than the applicable requirements of Division 10-50.100, Sign Standards;

e. Limitations on the conduct of the proposed use, such as, but not limited to, hours of operation, or use of loudspeakers or external lighting, as necessary to protect adjacent land uses;

f. Public dedication of necessary right-of-way for streets, alleys, drainage ways, and public utilities, and installation of off-site improvements as are reasonably required by or related to the effect of the Zoning Map Amendment;

g. A stipulation that the applicant schedule an additional neighborhood informational meeting in compliance with the procedures set forth in Section 10-20.30.060, Neighborhood Meeting, prior to submittal of an application for site plan review and approval (Section 10-20.40.140) so that interested residents may view the final site plan and other applicable plans for consistency with approved conditions of approval. The applicant shall create a written summary of the meeting, which shall be filed with the Director; and

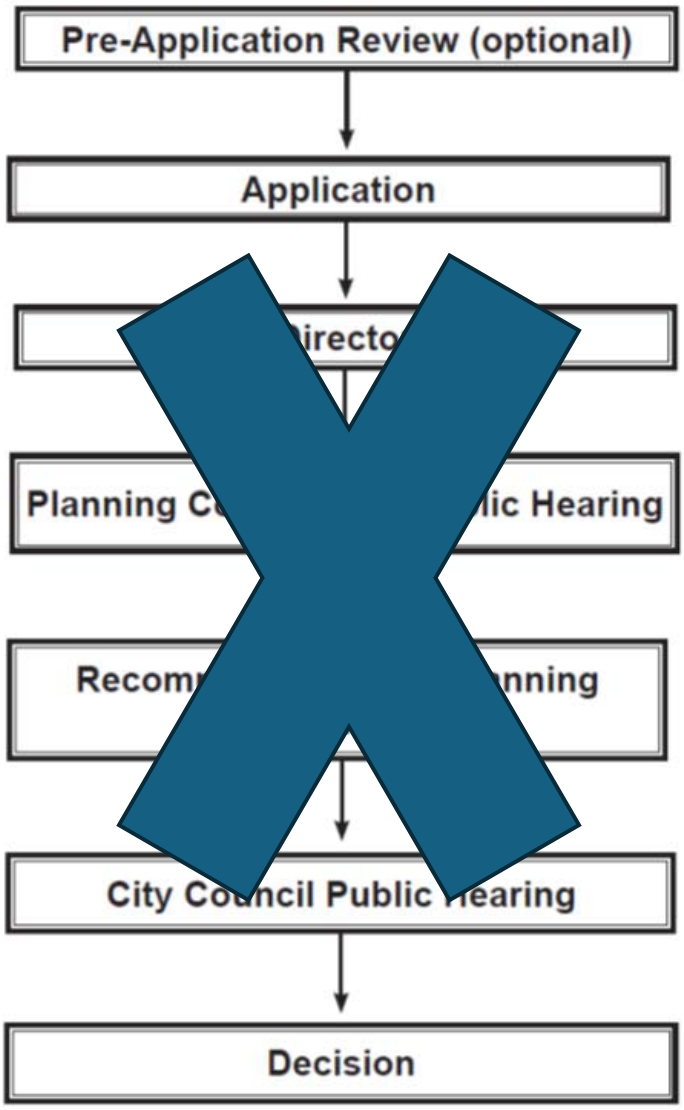
h. A stipulation that if the subject property is not located within the Resource Protection overlay zone (see Section 10-40.50.030, Overlay Zones), then compliance with the resource protection standards established in Division 10-50.90, Resource Protection Standards, is required.

3. A violation of any condition shall be considered to be a violation of these regulations.

~~**4. The concept zoning plan upon which the Zoning Map amendment may be approved establishes the development entitlement for the subject property. As the approval is based on a concept zoning plan, some flexibility in the layout of the property may therefore be approved**~~

~~by the Director; provided, that no additional external impacts to surrounding uses and infrastructure will result and there is no increase or decrease in GFAR, lot coverage, number of dwelling units, or building height in excess of that permitted in Table 10-20.40.090.A. (Types of Minor Modifications Allowed). As an example, if the concept zoning plan shows a building placed in close proximity to a street so that it has a strong relationship to the street and with parking behind it, the location and shape of the building may be adjusted; provided, that the same relationship to the street with the parking area in the rear is maintained. Similarly, internal circulation or parking areas may be adjusted; provided, that there is no impact to the location or design of access driveways or streets, and no additional impacts on adjoining City streets.~~

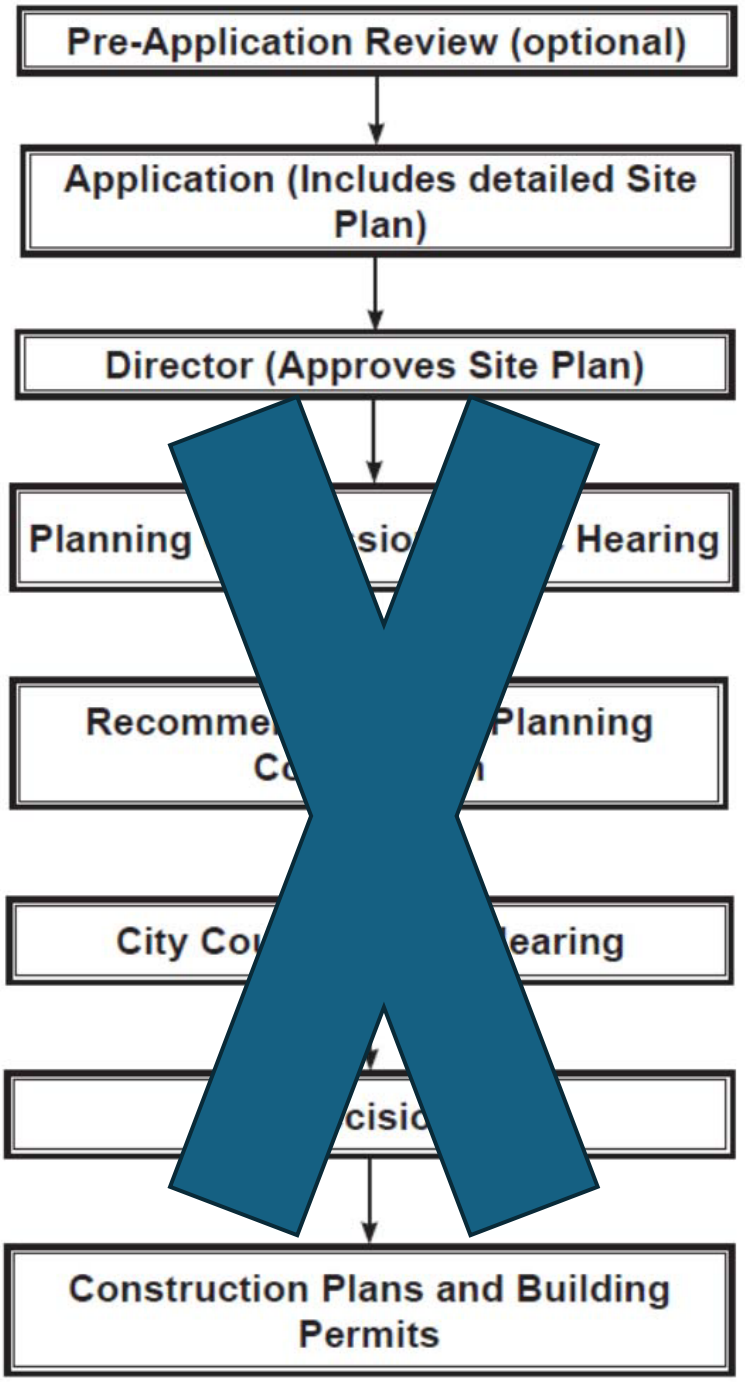
~~O. Figure 10-20.50.040.A., Amendments to the Zoning Code Text, summarizes the procedure for amending the text of this Zoning Code. Figure 10-20.50.040.B. (Amendments to the Zoning Map (Direct Ordinance with a Site Plan Process)) and Figure 10-20.50.040.C. (Amendments to the Zoning Map (Authorization to Rezone with a Concept Zoning Plan Process)) summarize the procedures for amending the Zoning Map following the two processes described in subsection D. of this section.~~



~~**Figure 10-20.50.040.A.**~~

~~**Amendments to the Zoning Code Text**~~

~~**Note: Action and public hearings by the Director, Planning Commission, or City Council will be completed in accordance with the review schedule on file with the Community Development Division.**~~

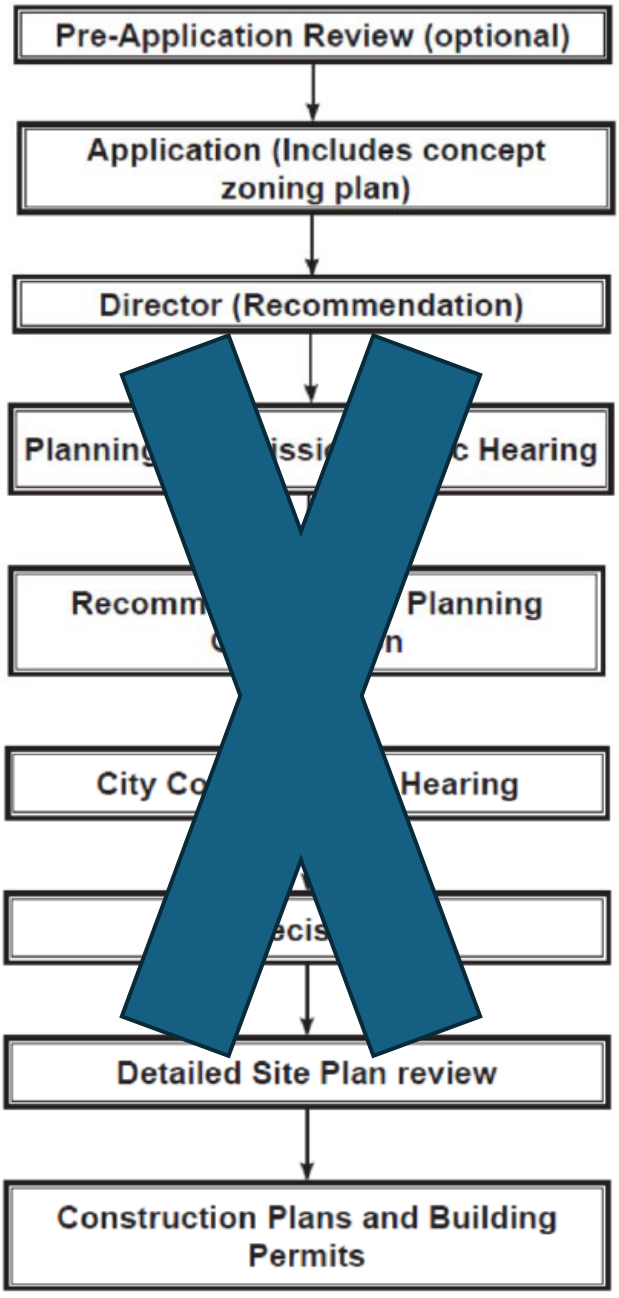


~~**Figure 10-20.50.040.B.**~~

~~**Amendments to the Zoning Map (Direct Ordinance with a Site Plan Process)**~~

~~**Note: Action and public hearings by the Director, Planning Commission, or City**~~

~~Council will be completed in accordance with the review schedule on file with the Community Development Division.~~



~~Figure 10-20.50.040.C.~~

~~Amendments to the Zoning Map (Authorization to Rezone with a Concept Zoning Plan Process)~~

~~**Note: Action and public hearings by the Director, Planning Commission, or City Council will be completed in accordance with the review schedule on file with the Community Development Division.**~~

Section 3. Amend Title 10 Flagstaff Zoning Code, Chapter 10-20: Administration, Procedures, and Enforcement, Division 10-20.30: Common Procedures, Section 10-20.30.060: Neighborhood Meeting as follows:

10-20.30.060 Neighborhood Meeting

A. Neighborhood Meetings Required.

1. Applicants for a General Plan amendment, Specific Plan amendment, Zoning Map amendment, conditional use permit, **or** annexation ~~**or change of use within the PF (Public Facility) zone**~~ shall schedule and conduct at least two neighborhood meetings in compliance with this section. The applicant is responsible for all costs associated with the neighborhood meetings.

2. The Director may waive the requirement for neighborhood meetings if it can be demonstrated that there are a limited number of property owners adjacent to the subject property and that other techniques for informing them of the application would be more effective, such as direct mailing with information on the application or one-on-one meetings with affected property owners.

B. Purpose of Neighborhood Meeting. The purpose of the neighborhood meeting is to:

1. Encourage applicants to allow for informed decision making through the dissemination of proposals and alternatives;

2. Ensure that applicants pursue early and effective citizen participation in conjunction with their applications, giving them the opportunity to understand and try to mitigate any real or perceived impacts their application may have on the community;

3. Ensure that the citizens and property owners have an adequate opportunity to learn about applications that may affect them and to work with applicants to resolve concerns at an early stage of the process; and

4. Facilitate ongoing communication between the applicant, potentially affected citizens and adjacent property owners, City staff and elected officials throughout the application review process.

C. Neighborhood Meeting Planning.

1. The applicant's neighborhood meetings shall be scheduled after the pre-application review (Section 10-20.30.040) meeting with the Director, but prior to ~~site plan review (Section 10-20.40.140) or~~ Planning Commission **and City Council** consideration**.** ~~of a Zoning Map amendment (Division 10-20.50).~~

2. A plan for how the applicant intends to conduct the neighborhood meetings shall be submitted to and approved by the Director in compliance with the review schedule on file with the Planning Section. A charrette is recommended with all General Plan amendments and is required for all applications for a traditional neighborhood community plan (Division 10-30.80). The neighborhood meeting plan shall include the following information:

a. Property owners, citizens, jurisdictions and public agencies within 300 feet of the development or that may be affected by the application. The Director may expand the required notification area as stipulated in subsection (D)(3) of this section;

b. Proposed notification methods (e.g., mail, e-mail, newspaper, posting of the subject property) for persons and organizations identified in subsection (C)(2)(a) of this section;

c. Form, structure, and agenda of the meeting (e.g., town meeting, workshop, charrette, or other appropriate public outreach technique);

d. Opportunities for those potentially affected parties to discuss and provide input on the applicant's proposal;

e. Location, date and time of the neighborhood meeting; and

f. Methods to keep the Director informed of the status and results of the neighborhood meeting.

D. Neighborhood Meeting Notification. In compliance with the review schedule on file with the Planning Section, the applicant shall:

1. Create a notice that sets forth the purpose and substance of the proposed application, and the time, date and place of the neighborhood meeting;

2. Submit a copy of the notice to the Director;

3. Notify by first class mail all property owners of record within 300 feet of the subject property. Notification within a larger area may be required when the General Plan or other applicable adopted City policy (See Section 10-20.30.070, Additional Requirements for Citizen Outreach, for example) stipulates notification within a larger area. The Director may also expand the notification area based on the location and context of the subject property if it is determined that the potential impact of the development extends beyond the required notification boundary;

4. Notify by first class mail to the situs or actual address of all tenants and residents living on the subject property;

5. Notify by first class mail all homeowners associations (HOAs) that govern land within 1,000 feet of the subject property as well as all persons or groups whose names are on the registry of persons and groups described in Section 10-20.30.080(B) who are interested in receiving such notice. If it is determined that the potential impact of the development extends beyond the required notification boundary, the Director may expand the notification area; and

6. Install a minimum of one sign that is at least four feet by four feet in area on the property in a location or locations clearly visible from a public right-of-way to adjacent residents setting forth the purpose, time, date, and place of the neighborhood meeting, with an attached information tube containing copies of the meeting notice. This sign shall be installed a minimum of 10 days prior to the neighborhood meeting.

E. City Staff Involvement. City staff may attend the neighborhood meetings. The role of City staff will be limited to discussing the review process for the development and explaining the opportunities for the public to be engaged in the review process.

F. Record of Proceedings. The applicant shall create a written summary of the meetings, which shall be submitted with the next formal submission to the Director. This written summary will be attached to the Director's report to the Planning and Zoning Commission and City Council. At a minimum, the report shall include the following information:

1. Certification, on a form established by the Director, that the meeting was noticed and conducted in compliance with requirements of this section;

2. Details of techniques the applicant used to involve the public, including:

a. Dates and locations of neighborhood meetings;

b. Copies of letters, notices, newsletters and other correspondence, including dates and numbers of mailings or deliveries;

c. A copy of the mailing list, and a summary of where residents, property owners, and potentially affected citizens receiving notices, newsletters, or other written materials were located;

d. The number and names of people that participated in the process based on the sign-in sheet for the meeting; and

e. A dated photograph of the sign installed in compliance with subsection (D)(6) of this section;

3. A summary of concerns, issues and problems expressed during the neighborhood meeting, including:

a. The substance of the concerns, issues, and problems; and

b. The applicant's response to the comments received at the public meeting. The applicant's responses shall be included on the site plan, illustrative plan, other planning document(s), and/or in an associated report. If public comments are not included in any of these documents, an explanation why they were not included must be provided;

4. The applicant shall also send a copy of the written summary to all the people who recorded their names on the sign-in sheet for the meeting.

G. Request to Waive the Second or Additional Neighborhood Meetings. An applicant may submit a written request to the Director to waive the requirement for the second or any additional neighborhood meetings if either no substantive issues were identified by the meeting participants, including, but not limited to, density, compatibility, traffic or stormwater issues, or there was minimal participation at the initial neighborhood meeting as documented in the record of proceedings described in subsection (F) of this section. If the application is substantially modified from what was presented at the initial neighborhood meeting, the Director shall require a second or additional neighborhood meetings in compliance with this section be held to present the modified application.

H. Other Required Meetings. For developments where the applicant is not otherwise required to conduct a neighborhood meeting, the Director may require that a neighborhood meeting be held if a determination is made that the development may substantially impact adjacent neighborhoods, schools, parks, or existing open space.

10-20.30.070 Additional Requirements for Citizen Outreach

A. Applicability. This section shall apply, in addition to those requirements established in Section 10-20.30.060, Neighborhood Meeting, to the following developments for which a Zoning Map or General Plan amendment is required:

1. New single-family or multifamily residential developments that exceed 300 units; or

2. New commercial, industrial, and public facility developments that exceed 20 acres or 100,000 square feet of gross floor area.

B. Additional Requirements. The following additional requirements and procedures apply to those Zoning Map and General Plan amendments specified in subsection (A) of this section:

1. Step One – Neighborhood Meeting.

a. The applicant shall host a neighborhood meeting as described in Section 10-20.30.060, Neighborhood Meeting.

b. The following additional requirements shall apply to the applicant's neighborhood meeting. Prior to the neighborhood meeting and in compliance with the review schedule on file with the Planning Section, the applicant shall:

(1) Provide the Director with information regarding the neighborhood meeting for posting on the City website;

(2) Post information regarding the neighborhood meeting on the applicant or applicant's agent's website, if such website exists; and

(3) Notify by first class mail all property owners of record within 600 feet of the subject property.

c. As an option, the applicant may also place advertisements for the neighborhood meeting on local radio or TV stations.

2. Step Two – Additional Planning Commission Public Hearing.

a. The Director shall schedule no less than two public hearings with the Planning Commission to provide additional opportunities for interested members of the public to be informed of and provide comments on the new development proposals described in subsection (A) of this section.

b. The public hearings shall be noticed in compliance with Section 10-20.30.080, Notice of Public Hearings.

c. The additional Planning Commission public hearing shall be held at the next regularly scheduled meeting of the Planning Commission.

C. Charrette for a Traditional Neighborhood Community Plan. When an applicant has hosted a charrette as required for a proposed Traditional Neighborhood Community Plan (Division 10-30.80) as part of a General Plan amendment, a second charrette as part of the Zoning Map amendment application is not required. The Director may require a second neighborhood meeting as described in Section 10-20.30.060, Neighborhood Meeting.

ORDINANCE NO. 2026-27

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-26-00136 – ZONING MAP AMENDMENT PROCESS"; 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 10-20: Administration, Procedures, and Enforcement, Division 10-20.50: Common Procedures and Division 10-20.50: Amendments to the Zoning Code Text and the Zoning Map to require a pre-application meeting for a Zoning Map Amendment, remove submittal requirements based on the size of the development, and remove the two-pronged approach in order to streamline the process; and

WHEREAS, a citizen review session was held at the Planning Commission work session on September 9, 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 public hearing on September 23, 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-26-00136 – Zoning Map Amendment Process"*, 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. 2026-52.

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-26-00136 – Zoning Map Amendment Process"*, 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. 2026-52 of the City of Flagstaff, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this ordinance and its provisions are hereby declared to amend the Flagstaff City Code, replacing and superseding the existing relevant provisions of the City Code, as set forth therein.

SECTION 3. The amendment is consistent with and conforms to the goals of the Regional Plan

(General Plan).

SECTION 4. The amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City, and will add to the public good as described in the General Plan.

SECTION 5. The amendment is internally consistent with other applicable provisions of this Zoning Code.

SECTION 6. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 7. Severability

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 8. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 9. Effective Date

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

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

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

HOUSING IMPACT STATEMENT
PZ-26-00136 ZONING MAP AMENDMENT PROCESS

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 is intended to simplify and improve the rezoning process. The provisions of this amendment does not directly impact the cost of housing construction.

2. A description of any data or reference material on which the proposed zoning text amendment is based.

   Staff worked with a consultant to address zoning code provisions that impact the City's goals regarding affordable housing and carbon neutrality. The consultant suggested changes to support the streamlining of the zoning map amendment process. The LASS + CAP report which includes recommendations on this item is available for review on the City's website

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: Tiffany Antol, Zoning Code Manager

Date: 10/28/2026

Meeting Date: 11/03/2026

TITLE:

Consideration and Adoption of Resolution No. 2026-51 and Ordinance No. 2026-26: 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-26-00070 Outdoor Lighting Update" 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. 2026-51
2. Read Ordinance No. 2026-26 by title only for the final time
3. City Clerk reads Ordinance No. 2026-26 by title only (if approved above)
4. Adopt Ordinance No. 2026-26

Executive Summary:

City's request for a Zoning Code Text Amendment to amend provisions in Zoning Code Chapter 10-50: Supplemental to Zones, Division 10-50.70: Outdoor Lighting, Section 10-50.70.050: General Requirements – All Lighting Zones to update requirements for Class 1 and Class 3 lighting, and revise Table 10-50.70.050.C: Shielding Standards to update residential development designations. Amend Chapter 10-80: Definitions to update the definition of "Partially Shielded Fixture," and update Title 10 Flagstaff Zoning Code Appendices to remove outdated, non-regulatory supporting information.

The Planning & Zoning Commission recommended of this text amendment by a vote of 5-0 at their September 23, 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 decision 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 address community concerns about the total amount of Class 3 Lighting that can be permitted on large acre parcels. The Zoning Code classifies all outdoor lighting in one of three categories to which each has its own specific allowances.

Class 1 Lighting is lighting used for applications where color rendition is required to preserve the effectiveness of an activity. All Class 1 Lighting shall have a correlated color temperature (CCT) of 2,700 Kelvin (K), or less. Recognized Class 1 Lighting applications include only the following examples:

- Outdoor sales areas, including service station canopies;
- Primary customer building entry/exit areas of commercial and industrial uses (does not include service or emergency entry/exits);
- Outdoor eating areas at restaurants;
- Outdoor assembly or repair areas where assembly or repair work occurs at night as part of the normal business operations;
- Outdoor recreational field/track/arena areas; and
- External and internal lighting for signs.

Class 2 Lighting is lighting used for applications where general illumination for safety or security is the primary concern. Narrow-Spectrum Amber LEDs are required in all Class 2 Lighting applications. Examples of Class 2 Lighting applications include the following:

- Pedestrian walkways, driveways, and roadways;
- Parking lots;
- Equipment yards; and
- Outdoor security.

Class 3 Lighting is outdoor lighting used for decorative purposes. All light sources may be used for Class 3 Lighting including technologies that allow for the color of the light to change so long as the colors change less than every two minutes. Examples of Class 3 Lighting applications include the following:

- Architectural illumination;
- Flag and monument lighting; and
- Landscape lighting and the illumination of trees, shrubs, and other vegetation.

The proposed amendment includes the following modifications:

- Amend **Chapter 10-50: Supplemental to Zones, Division 10-50.70: Outdoor Lighting, Section 10-50.70.050: General Requirements – All Lighting Zones** to relocate language regarding Total Outdoor Light Output and move Flag and Monument lighting from Class 3 to Class 1.
- Amend **Section 10-50.70.050.B: Total Outdoor Light Output** and associated **Table 10-50.70.050.B: Maximum Total Outdoor Light Output Standards** to clarify what is included in Total Outdoor Light Output and add new standards for Class 3 lighting (architectural or decorative lighting). The substantive addition is as follows:

Class 3 lighting that does not use Narrow-Spectrum Amber sources is limited to either 10% of the Total Outdoor Light Output or 3,500 lumens, whichever is greater. Class 3 lighting that does not use Narrow-Spectrum Amber sources shall not exceed 10,000 lumens on any Development Site.

- Amend **Table 10-50.70.050.C: Shielding Standards** to correct residential development requirements and clarify that unshielded fixtures are not permitted.
- Amend **Chapter 10-80: Definitions, Division 10-80.20, Section 10-80.20.060 ("F")** to clarify the definition of "Fixture, Partially Shielded."
- Update **Title 10 Flagstaff Zoning Code Appendices** by deleting outdated materials (Appendix 1.1, 1.2, 1.3; Appendix 2; Appendix 4), and renumbering remaining appendices as appropriate.

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.

There are no Core Priority goals and policies that apply to this amendment.

The following Complementary Priority from Natural and Cultural Resources supports the proposed amendment.

Natural Resource Stewardship Goal (RS): The Region stewards its natural resources using scientific, social, economic, and cultural best practices.

- Policy RS.1: Preserve dark skies as a natural resource that supports ecosystem health and brings scientific and economic benefits to the Region.

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 amendment is intended to set specific standards for outdoor lighting that is decorative in nature.

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 wel-maintained community thrugh comprehensive & equitable code compliance, & development is compatible with community values.

Connection to Regional Plan:

See Background and History seciton of this report.

Connection to Carbon Neutrality Plan:

This amendment has no connection to the Carbon Neutrality Plan.

Connection to 10-Year Housing Plan:

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

Attachments:

Res. 2026-51
Exhibit A PZ-26-00070 Outdoor Lighting Update
Ord. 2026-26
PZ-26-00070 Housing Statement
Presentation

RESOLUTION NO. 2026-51

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED "PZ-26-00070 – OUTDOOR LIGHTING UPDATE"

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. 2026-26, 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-26-00070 – Outdoor Lighting Update"* attached hereto as Exhibit A is hereby declared to be a public record, and one (1) paper copy and one (1) electronic copy shall remain on file with the City Clerk in compliance with A.R.S. § 44-7041.

SECTION 2. Effective Date.

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

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

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
A. PZ-26-00070 Outdoor Lighting Update

Case No. PZ-26-00070 – Outdoor Lighting Update

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

Section 1. Amend Title 10 Flagstaff Zoning Code, Chapter 10-50: Supplemental to Zones, Division 10-50.70: Outdoor Lighting, Section 10-50.70.050: General Requirements – All Lighting Zones, as follows:

10-50.70.050 General Requirements – All Lighting Zones

A. Lighting Classes. ~~**The Total Outdoor Light Output for a lot or parcel is cumulative of the light emitted by all lighting classes.**~~

1. Class 1 Lighting is lighting used for applications where color rendition is required to preserve the effectiveness of an activity. All Class 1 Lighting shall have a correlated color temperature (CCT) of 2,700 Kelvin (K), or less. Recognized Class 1 Lighting applications include only the following examples:

a. Outdoor sales areas, including service station canopies;

b. Primary customer building entry/exit areas of commercial and industrial uses (does not include service or emergency entry/exits);

c. Outdoor eating areas at restaurants;

d. Outdoor assembly or repair areas where assembly or repair work occurs at night as part of the normal business operations;

e. Outdoor recreational field/track/arena areas; ~~**and**~~

f. External and internal lighting for signs~~.~~**; and**

g. Flag and monument lighting.

2. Class 2 Lighting is lighting used for applications where general illumination for safety or security is the primary concern. Narrow-Spectrum Amber LEDs are required in all Class 2 Lighting applications. Examples of Class 2 Lighting applications include the following:

a. Pedestrian walkways, driveways, and roadways;

b. Parking lots;

c. Equipment yards; and

d. Outdoor security.

3. Class 3 Lighting is outdoor lighting used for decorative purposes. All light sources may be used for Class 3 Lighting including technologies that allow for the color of the light to change so long as the colors change less than every two minutes**.** Examples of Class 3 Lighting applications include the following:

a. Architectural illumination;

~~**b. Flag and monument lighting; and**~~

~~**c**~~**b**. Landscape lighting and the illumination of trees, shrubs, and other vegetation.

Section 2. Amend Title 10 Flagstaff Zoning Code, Chapter 10-50: Supplemental to Zones, Division 10-50.70: Outdoor Lighting, Section 10-50.70.050.B: Total Outdoor Light Output and Table 10-50.70.050.B – Maximum Total Outdoor Light Output Standards, as follows:

B. Total Outdoor Light Output.

1. The Total Outdoor Light Output **includes the light emitted by all lighting classes, and** shall not exceed the amounts allowed in Table 10-50.70.050.B. **for a Development Site. The Development Site area shall not include undeveloped parcels for the purposes of this Division.**

Table 10-50.70.050.B

Maximum Total Outdoor Light Output Standards

Land Use	Lighting Zone 1	Lighting Zone 2
Commercial, Industrial, and Multiple-Family Development (Lumens per ~~**Net**~~ Acre **of the Development Site**)		
Combined maximum for Fully and Partially Shielded Fixtures, and fixtures mounted to a building or canopy[3]	17,500	35,000
Partially Shielded Fixtures maximum	0	~~**3,850**~~**3,500**
Fixtures not mounted to a building or canopy[1] maximum	4,000	35,000
~~**Single-Family and Duplex**~~ **Residential** Developments **with less than five Dwelling Units**, Including Accessory Structures (Lumens per Lot, or Parcel)		
Combined maximum for Fully and Partially Shielded Fixtures, and fixtures not mounted to a building or canopy, excluding motion sensing Outdoor Light Fixtures[2, 3]	1,500	5,000
Partially Shielded Fixtures maximum	0	2,000
Motion Sensing Outdoor Light Fixtures[2] (fully shielded) maximum	0	2,000
Fixtures that are not mounted to a building or canopy[1] maximum	0	1,500

End Note

1. Fixtures that are not directly mounted to the side of a building or to the underside of, or within, a canopy or overhang.

2. Motion sensing Outdoor Light Fixtures shall have an automated timer set to turn off the fixture at a time no greater than five minutes after the light has been turned on.

3. Class 3 lighting that does not utilize Narrow-Spectrum Amber sources is limited to 10% of the Total Outdoor Light Output or 3,500 lumens, whichever is greater. Class 3 lighting that does not utilize Narrow-Spectrum Amber sources shall not exceed 10,000 lumens on any Development Site.

Section 3. Amend Title 10 Flagstaff Zoning Code, Chapter 10-50: Supplemental to Zones, Division 10-50.70: Outdoor Lighting, Table 10-50.70.050.C: Shielding Standards, as follows:

Table 10-50.70.050.C

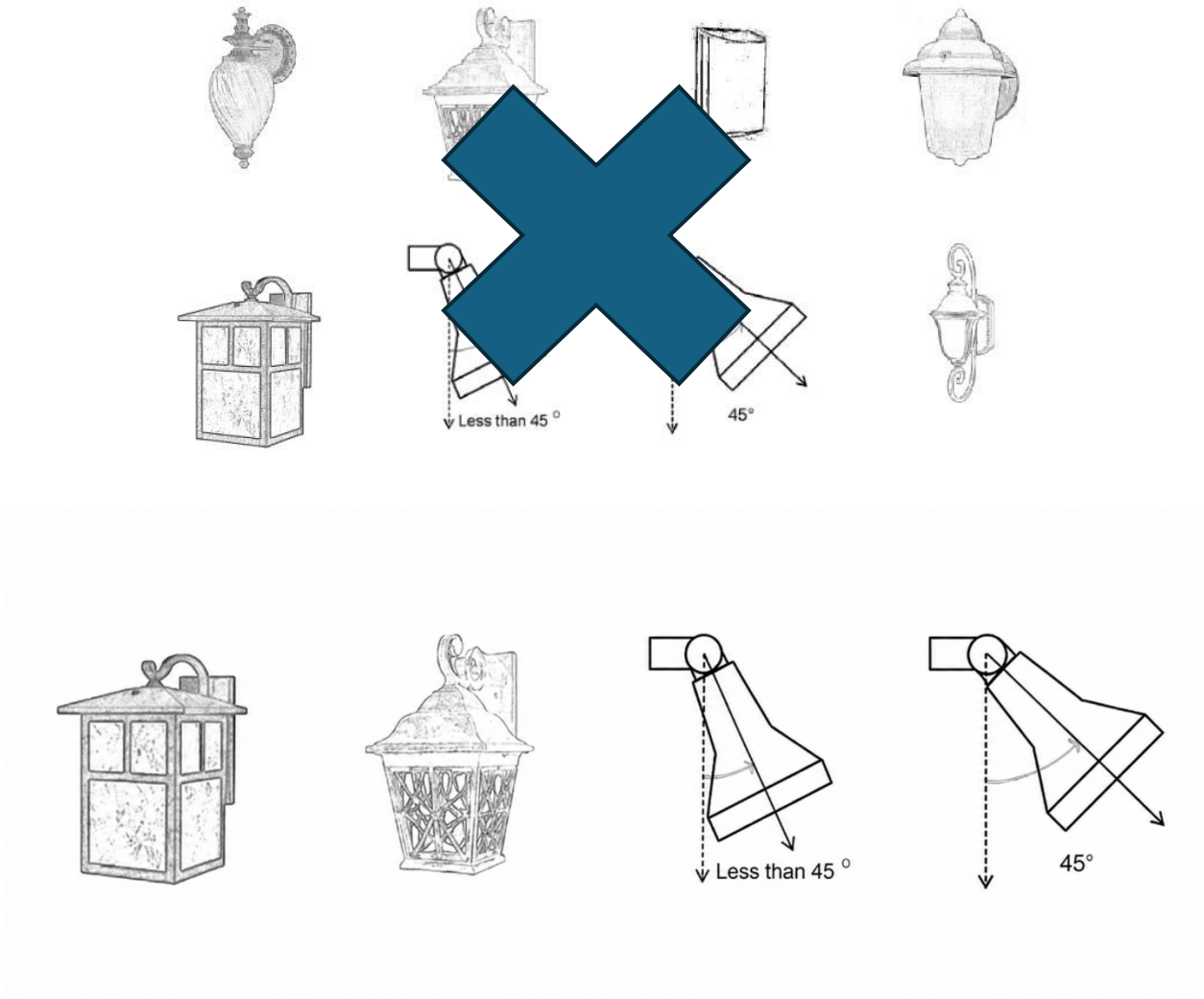
Shielding Standards

Land Use and Lighting Class		Lighting Zone 1	Lighting Zone 2
Commercial, Industrial, and Multiple-Family Development			
Class 1 Lighting All Outdoor Light Fixtures		FS	FS
Class 2 Lighting All Outdoor Light Fixtures		FS	FS
Class 3 Lighting			
	All Outdoor Light Fixtures with a Lumen output below 1,750[1] Lumens	FS	A[1]
	All Outdoor Light Fixtures with a Lumen output equal to and above 1,750[1] Lumens	X	X
	~~**Single-Family and Duplex**~~ Residential **Developments will less than five** Dwelling Units		
Class 1 – 3 Lighting			
	All Outdoor Light Fixtures with a Lumen output below 700[1] Lumens	FS	A[1]
	All Outdoor Light Fixtures with a Lumen output equal to and above 700[1] Lumens	X	X
	End Notes		
1.	For purposes of determining the Total Outdoor Light Output from an Outdoor Light Fixture, lighting assemblies which include multiple unshielded or Partially Shielded Fixtures or lamps on a single pole or assembled as a single unit shall be considered as one fixture. Refer to the Table 10-50.70.050.A.		
	Key		
FS = Allowed; Only Fully Shielded Fixtures A = Allowed; Fully Shielded Fixtures preferred, and Partially Shielded Fixtures are allowed subject to the Lumen amounts listed in Table 10-50.70.050.B**. Unshielded fixtures are not permitted.**			

Table 10-50.70.050.C Shielding Standards		
Land Use and Lighting Class	Lighting Zone 1	Lighting Zone 2
X = Outdoor light fixture is prohibited		

Section 4. Amend Title 10 Flagstaff Zoning Code, Chapter 10-80: Definitions, Division 10-80.20: Definition of Specialized Terms, Phrases, and Building Functions, Section 10-80.20.060: Definitions "F", as follows:

Fixture, Partially Shielded: A light fixture constructed and mounted such that most light emitted by the fixture, either directly from the lamp or a diffusing element, or indirectly by reflection or refraction from any part of the fixture, is projected below the horizontal. Light emitted at or above the horizontal direction (sideways or upwards) arises only from ~~**incidental**~~ decorative elements or strongly colored ~~**or diffusing**~~ materials. ~~**such as "honey" or colored glass or plastic**~~. Fixtures using spot or flood lamps are considered partially shielded if the lamps are aimed no higher than 45 degrees above straight down (half-way between straight down and straight to the side). Examples of partially shielded fixtures include, but are not limited to, those illustrated below:



Examples of partially shielded light fixtures.

Section 5. Amend Title 10 Flagstaff Zoning Code, Appendices to delete Appendix 1.1, Appendix 1.2, Appendix 1.3, renumber Appendix 1.4 to 1, delete Appendix 2, renumber Appendix 3 to Appendix 2, delete Appendix 4, and renumber remaining appendices, as follows:

~~Appendix 1.1~~

~~Design Guidelines~~

~~Sections:~~

~~1.1.010 Purpose~~

~~1.1.020 Applicability~~

~~1.1.030 Background~~

~~1.1.040 Relationship to Other Goals and Policies~~

~~1.1.050 How the Guidelines Are Organized~~

~~1.1.060 The City~~

~~1.1.070 Neighborhoods, Districts and Corridors~~

~~1.1.080 Block and Street~~

~~1.1.090 Lot and Building~~

~~1.1.010 Purpose~~

~~A. It is the purpose of these design guidelines to promote public convenience and prosperity, conserve the value of the property and buildings, and encourage the most appropriate use of land within the City.~~

~~B. The guidelines are grounded in the interdependence of three important principles: good site planning, maintenance of aesthetics appropriate to Flagstaff, and preservation of land values. Flagstaff's economic and environmental well-being is founded upon and maintained by the distinctive character and natural attractiveness of northern Arizona. This contributes substantially to Flagstaff's potential as a regional trade center and recreational area. It is the purpose of the design guidelines to further encourage harmonious, safe, attractive and compatible development in furtherance of the public health, safety and general welfare of the citizens of the City.~~

~~C. These guidelines provide applicants, neighbors and Flagstaff residents with clear documentation of the City's design objectives and expectations. The guidelines therefore present design approaches, which if followed, will offer applicants a high level of certainty through the design review process, assuming conformance with all other applicable City standards.~~

~~1.1.020 Applicability~~

~~A. The guidelines apply Citywide to the following land uses:~~

1. Residential and nonresidential subdivisions;

2. Multifamily uses;

3. Commercial uses;

4. Institutional uses; and

5. Business park uses.

B. Design guidelines in historic districts are applied in addition to these design guidelines. See Division 10-30.30, Heritage Preservation.

1.1.030 Background

Flagstaff wishes to protect its unique character, which is a combination of spectacular natural resources and a rich cultural heritage. The community is blessed with a tradition of building that reflects the natural features of the region, particularly its alpine setting, which the community wishes to maintain as it accommodates change that supports its quality of life.

1.1.040 Relationship to Other Goals and Policies

These design guidelines are the outgrowth of community policies that extend back many years. They demonstrate a consistent commitment to promoting livability and protecting the design traditions of the region. The following policies establish the basis for the design guidelines:

A. General Plan. In the General Plan, the community established formally defined goals to protect the character of the area through the use of design guidelines. These goals are further implemented through many specific policy and strategy statements. The primary goals of the General Plan regarding protection of the character of the Flagstaff area are as follows:

1. GOAL LU1. "Greater Flagstaff will have a compact land use pattern within a well-defined boundary that shapes growth in a manner that preserves the region's natural environment, livability, and sense of community. Flagstaff will continue to offer the primary types of housing design developments that have defined its land use patterns: the conventional and traditional neighborhood scale which provides a choice of housing types and supporting non-residential uses within walking distances."

2. GOAL CD1. "A sense of connection will be maintained in the built environment to the region's natural setting and dramatic views."

3. GOAL CD2. "The Flagstaff region will continue to protect its unique character that reflects its forested setting of ponderosa pine trees, piñon and juniper vegetation, and meadows through quality design and development. Emphasis will be placed on quality design in both the public realm – streets, civic buildings, and other public spaces – as well as the private realm – commercial buildings, work places, and housing. Preservation of vegetation and wildlife are part of the quality design and development process."

B. The Zoning Code. The City regulates the scale and intensity of development through its Zoning Code by establishing, for example, minimum standards for the development of land, including the size of lots, landscaping, building placement, outdoor signs and lighting, and thoroughfare design. While many of these standards focus on assuring safe and efficient use of land, they also influence the design and character of development. The design guidelines provide additional guidance to satisfy the intent of the Zoning Code.

1.1.050 How the Guidelines Are Organized

The guidelines are organized into four levels of design:

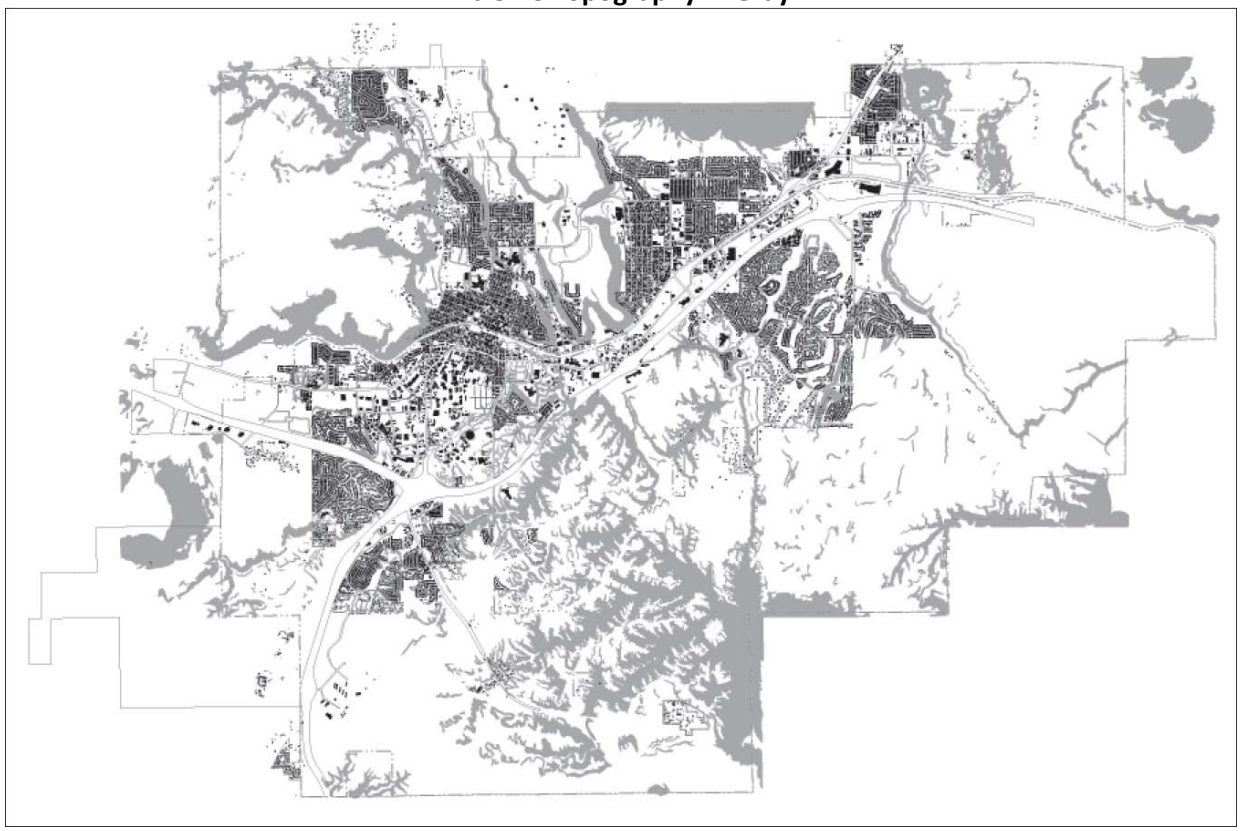
A. The City. Guidelines on how development should be integrated into the larger context of the City. This section looks at how development should respond to its location within the context of the region and the City.

B. Neighborhoods, Districts and Corridors. Guidelines on how development should be integrated to neighborhoods, districts or corridors.

C. Block and Street. Guidelines that talk about the interconnected nature of development at the level of the block and street.

D. Lot and Building. Guidelines at the smallest scale, focusing in on the lot and building details that make Flagstaff unique.

~~Diagram Showing Developed Portions of the City of Flagstaff in Black and Land Constrained by Extreme Topography in Gray.~~



~~1.1.060 The City~~

~~The General Plan defines areas of anticipated growth within the City of Flagstaff and the Flagstaff Metropolitan Planning Organization's (FMPO) planning area within Coconino County. The guidelines found in this section describe the elements that should be considered for new development projects at a regional and City level.~~

~~A. Limit development to areas where the General Plan calls for growth and prevent development in those areas indicated as land to be preserved or reserved.~~

~~1. Development should be in keeping with the intent of General Plan. Development should be focused on the areas listed as growth in the Regional Plan and areas that are preserved should not be allowed to develop.~~

~~2. Clearly define and maintain edges between areas that are to be preserved or reserved and those areas that are to be developed. Areas to preserve include agricultural land, open space and wildlife habitat.~~

~~3. Development should remain outside of sensitive habitats and watersheds.~~

~~B. Development should be focused on underutilized properties within the City.~~

~~1. Promoting infill on underutilized properties to maintain the rural-to-urban character of Flagstaff.~~

~~a. Preserve the edge of the City by discouraging auto dependent development that consumes large quantities of land at the edge of the City.~~

~~b. Develop infill in areas called out in the General Plan as focused infill growth before developing the periphery of the City.~~

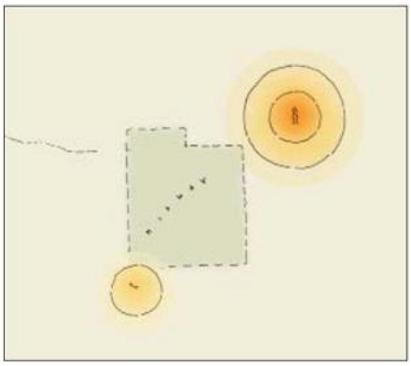
~~2. In order to develop and preserve urban centers development should:~~

~~a. Maintain the existing neighborhoods and district edges while encouraging development within the urban pattern.~~

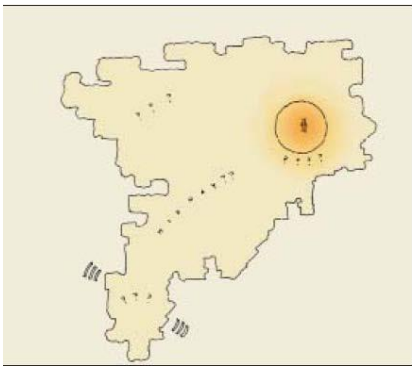
~~b. Create or reinforce a mix of residential, civic, retail and service uses integrated into the existing urban fabric, especially new development adjacent to existing development.~~



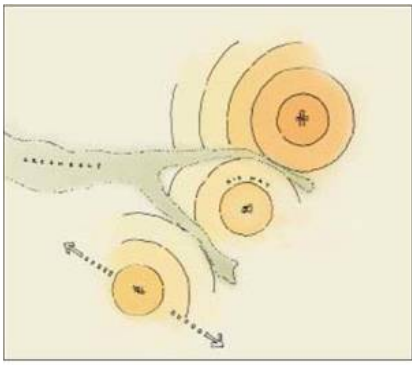
~~Example of the use of creeks to define the edges of neighborhoods.~~



~~Existing nodes of development separated by undeveloped land. Hypothetical example of a community with a large mixed use walkable core and a distant smaller core.~~



~~Example of what not to do. Growth pattern that ignores natural features and focuses on single use zones.~~



~~Example of growth pattern to emulate. Growth that focuses on creating compact walkable mixed use communities and uses natural features to define boundaries.~~

~~C. New non-contiguous development should:~~

1. Be designed with a mix of residential, civic, retail and service uses in a town or village setting with urban centers and defined edges.

2. Preserve natural features such as ravines and bluffs to provide opportunities to define natural edges to communities. Where possible these areas should be linked into the Flagstaff Urban Trails System.

3. At the regional level, support a framework of different transportation modes. New development should connect into the public transit system, the Flagstaff Urban Trails System and bicycle routes. Non-industrial developments should create a walkable environment regardless of the zone in which they are located.

4. Incorporate transit service and existing and proposed routes for the Flagstaff Urban Trails System where possible.

D. New development should take advantage of harvesting alternative energy.

1. Flagstaff has an annual average of 288 days of sun in which there is good solar access. Development on lots and slopes that have good solar access should consider solar power and solar water heating as alternative energy solutions.

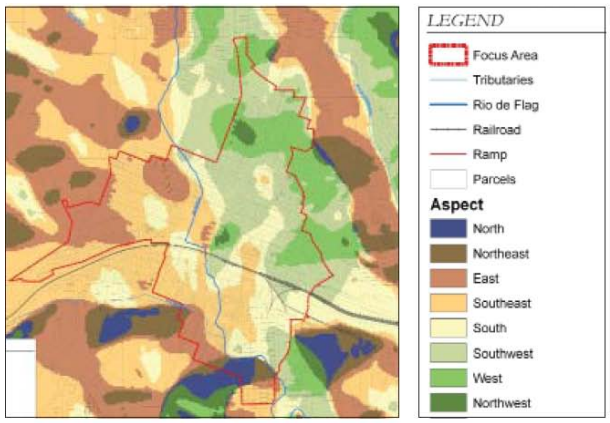
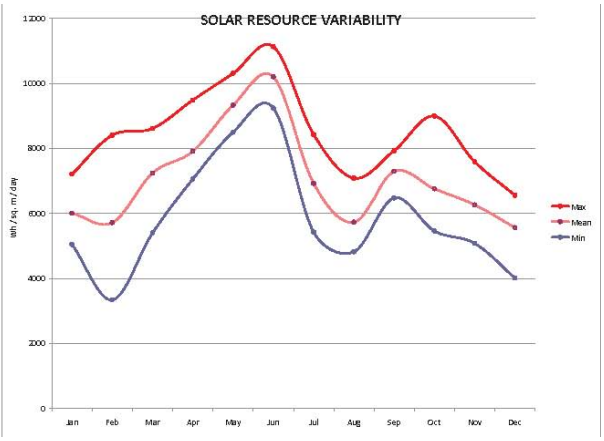
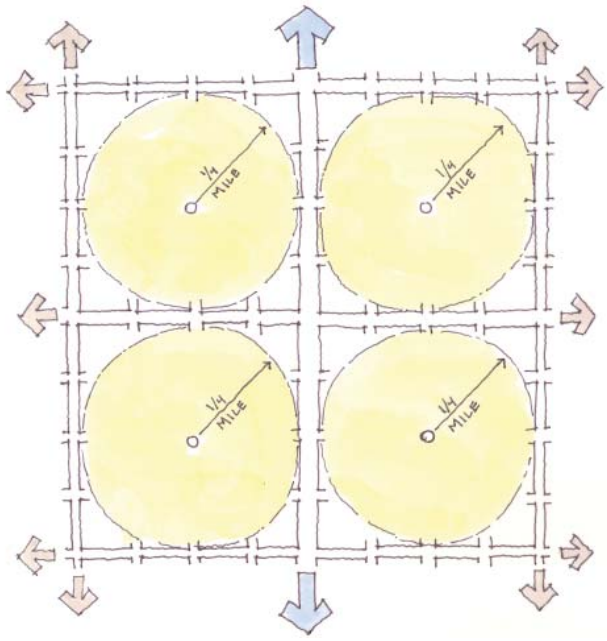


Diagram showing areas with high potential for using solar power and solar water heating based on orientation of slopes.



Graph showing the potential of solar power in the Flagstaff region.

-



~~**Conceptual diagram of the potential development of a square mile into four one-quarter mile radius neighborhoods.**~~

-

-

-

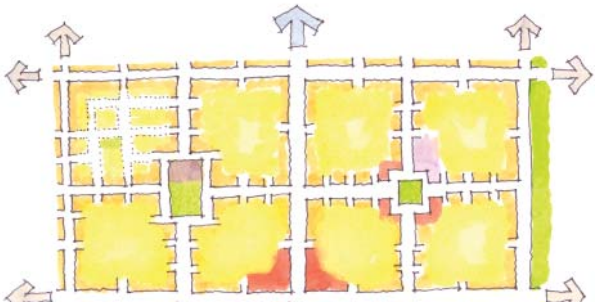
-



~~**Conceptual diagram of a mixed use center within a neighborhood, showing an interconnected network of thoroughfares and a mix of lot sizes.**~~



~~**Illustrative diagram showing a mix of building types and densities within a neighborhood.**~~



~~Conceptual diagram of a mixed use center at the middle of a one square mile area and smaller mixed use, civic and open spaces centered neighborhoods.~~



~~Community gardens provide the opportunity for residents of the City of Flagstaff to grow their own produce.~~

~~1.1.070 Neighborhoods, Districts and Corridors~~

~~A. Neighborhoods.~~

~~1. A neighborhood is the basic building block of a community which is typically limited in physical size with a well-defined edge and a center. Walkable communities are created and reinforced when neighborhoods:~~

~~a. Reduce the reliance upon automobiles as the main form of transportation for short trips and provide alternatives for longer trips.~~

~~b. Encourage walkability with a mix of uses and amenities in neighborhood main street environments.~~

~~c. Are defined by an area encompassed by a one-quarter to one-half mile radius.~~

~~2. Encourage a mix of residential building types to provide increased density and diversity for all ages, individuals, families, and income levels.~~

~~3. Distribute schools and other institutions throughout the City within walking distance of residential neighborhoods and not isolate them in locations from where residents would need to drive.~~

~~4. Provide a range of civic spaces such as parks and playgrounds convenient to as many dwellings as possible to encourage people to exercise and relax within their community.~~

~~5. Provide gardens where residents without yards are given the opportunity to grow their own produce. Community gardens often work well in conjunction with civic uses, such as school, where community members and school children are given the opportunity to grow local produce.~~

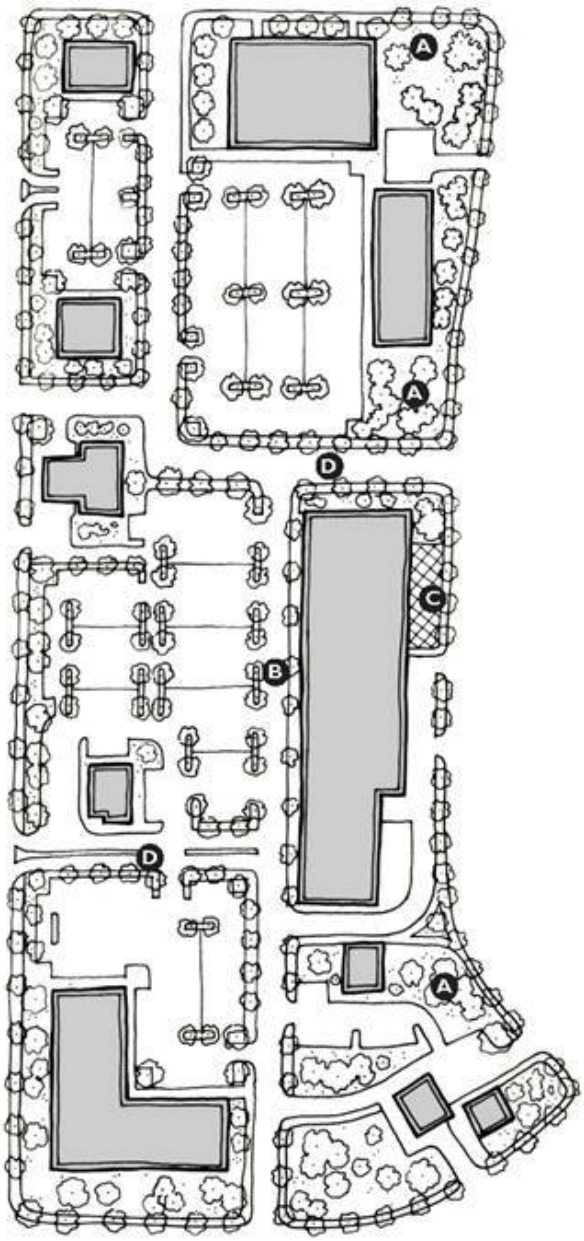
~~6. Streets within a neighborhood should be a connected network to disperse traffic by providing a variety of pedestrian and vehicular routes to any destination. Streets are also relatively narrow, provide on street parking, and shaded by rows of trees. This helps to slow traffic, creating an environment more suitable for pedestrians and bicycles.~~

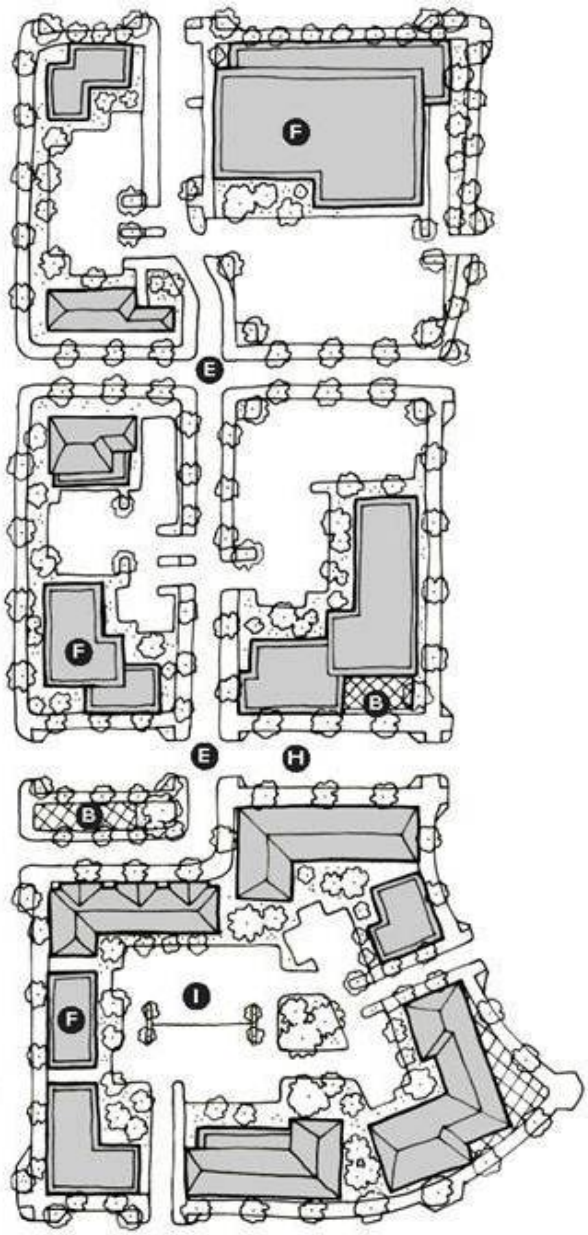
~~7. Buildings in the neighborhood center are placed close to the street.~~

~~8. Parking is provided at the rear of buildings, usually reached by alleys, or is permitted on the street.~~

~~9. As needed within a neighborhood, prominent sites for civic buildings such as education, religion, culture, and government uses are reserved at the termination of street vistas or in neighborhood centers.~~

-





~~**Inappropriate layout of an auto-dependent development. (A) Large expanses of poorly defined landscaping. (B) Lack of two sided pedestrian environment. (C) Plaza space not integrated into the pedestrian environment. (D) No hierarchy of places or street network.**~~

~~**Appropriate layout of a "park once" auto-dependent development. (E) Defined grid of streets and blocks, not with driveways. (F) Larger retail buildings hold the edge of the block and provide entrances along the street edge and the parking within the block. (G) Open spaces integrated into the walkable environment. (H) Two-sided walkable environment. (I) Parking**~~

~~within the block with clusters of trees preserved.~~

~~B. Districts and Corridors.~~

~~1. The City is comprised of many different environments, within which it is not always possible or intended to be walkable; these areas are often the transportation corridors and the single-use districts. In these predominately auto-dependent areas it is important to create small areas of walkability, where residents, tenants and users can be in a park-once environment. Doing so reduces the number of automobile trips and creates a more sustainable environment. The following features should be used to create a pedestrian-friendly park-once environment:~~

~~a. Create nodes of walkability within auto-dependent districts and corridors that reduce the need to drive and park from one destination to another;~~

~~b. Place parking in the middle of the block and behind buildings to increase the walkability of the block and create a more pedestrian-friendly environment;~~

~~c. Create environments where both sides of the street are pedestrian-friendly to encourage walking;~~

~~d. Place open or civic spaces within a walkable environment where buildings front onto the space; and~~

~~e. Encourage a mix of uses within a walkable node to allow a variety of daily activities to be completed within a park-once environment.~~

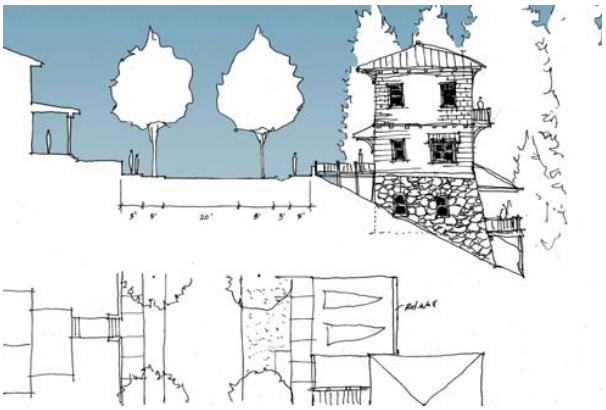
~~2. A fine-grained interconnected network of streets, trails and sidewalks provide the opportunity for users both within and from outside of a district or corridor to reduce the reliance on automobiles. A fine-grained network can also reduce the dependence and pressure on major corridors. Districts and corridors should provide connections throughout to transit, railways, bike lanes, boulevards, and walkable streets.~~

~~3. Providing good public transit and bicycle facilities along corridors reduces the reliance on automobiles in the community. In addition these facilities provide alternatives for all ages, individuals, families, and income levels who cannot or choose not to drive an automobile.~~

~~Example of a transit shelter integrated into the pedestrian realm and local architectural character.~~



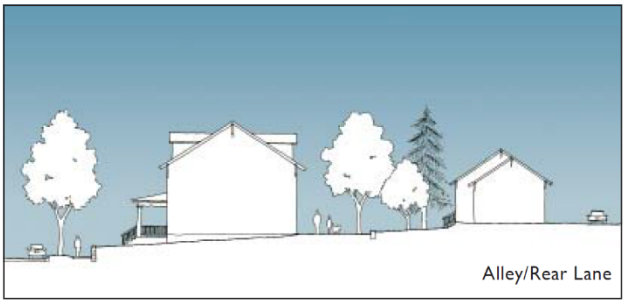
-



-

~~Small footprint house on a steeply sloped lot.~~

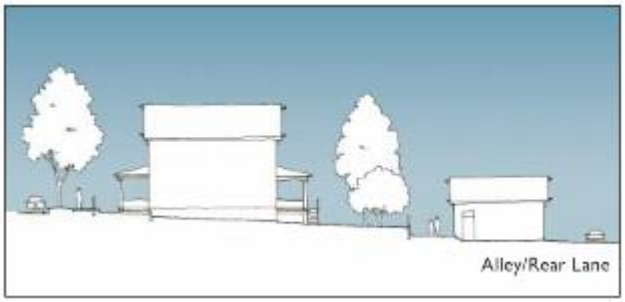
-

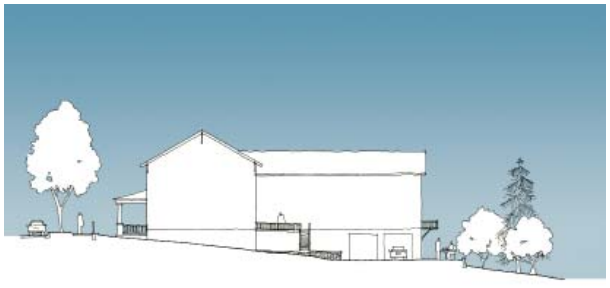




~~Uphill lot with alley access showing detached garages or carriage houses.~~

~~Uphill lot without alley access showing parking placed in the rear of the lot around a parking court.~~





~~Downhill lot with alley access showing detached~~

~~Downhill lot without alley access showing~~

~~garages or carriage houses.~~

~~parking placed in the rear of the lot around a parking court.~~



~~Individually graded lots allow for more variety in the character of the street and increase the possibility of preserving existing trees.~~

-

~~1.1.080 Block and Street~~

~~A. It is important to consider the size of the blocks, the spacing and size of streets, and what the streets connect both physically and visually. This section provides a series of elements to consider when creating a network of blocks and streets.~~

~~B. A fine-grained network of streets and blocks provides flexibility over time and disperses all modes of transportation throughout the City. Smaller blocks create a more pedestrian-friendly environment that also supports transit and bicycle usage.~~

~~C. Blocks and streets should be designed to minimize negative impacts to natural resources on abutting properties by:~~

~~1. Minimizing excavation that may be visible from adjacent properties; and~~

~~2. Minimizing the use of mass grading across blocks and streets. Instead, grade properties in smaller increments to preserve more natural resources such as existing trees and ground cover. This has the added benefit of allowing new development to maintain the character of the site.~~

~~D. Scenic views to natural features and landmarks from major viewpoints along a public way should be preserved or enhanced. Simple methods of preserving or enhancing scenic views of natural features include:~~

~~1. Frame distant views by locating streets and blocks to create terminated vistas on major viewpoints; and~~

~~2. Siting buildings in relation to adjoining properties to frame a view as it may be observed from the public rights-of-way. Siting of buildings should avoid completely blocking a view with a large building mass.~~

~~E. Streets with shared use of slower speed roadways for bicycles and cars create a better pedestrian and bicycle-friendly environment that reduces the reliance on automobiles and increases safety for bicycles and pedestrians.~~

~~F. Streets and development within the City should accommodate automobiles while protecting the safety and walkability of the area for pedestrians.~~

~~G. Development and streets within the City should be designed to feel comfortable and safe at the pedestrian scale in order to:~~

~~1. Encourage residents to walk and bicycle; and~~

~~2. Reduce the reliance on automobiles.~~

~~**Local Building Character**~~








~~**1.1.090 Lot and Building**~~

~~**A. The lot and building are at the most intimate of scales at which people can relate to and understand. The character of different memorable neighborhoods and cities is provided by the**~~

~~texture, variety and richness found in pedestrian environment. This section provides elements to consider to help provide a rich pedestrian and bicycle friendly environment and a sustainable future.~~

~~B. Buildings should be tailored to their urban/rural setting. See Division 10-50.20, Architectural Design Standards, for more specific standards.~~

~~C. Buildings should be positioned to enhance significant natural features that exist on a site. The features can be enhanced by:~~

~~1. Locating entry plaza or open spaces to frame a view, such as an existing rock outcropping or stand of mature trees; and~~

~~2. Siting buildings to minimize the destruction of natural features, allowing sites to take advantage of resources such as mature trees.~~

~~D. Buildings and lots should be designed and furnished to provide visual interest to pedestrians.~~

~~1. Active ground-floor spaces with windows and doors addressing the street help create an inviting pedestrian experience.~~

~~2. In walkable environments low walls, decorative fences, and hedges help define the edges of the public realm and the private realm while providing visual interest to pedestrians. These elements should be less than three feet in height.~~

~~3. Recessed windows and doors combined with projecting elements, such as balconies, eaves, and bay windows, provide visual relief to walls. Over the course of the day, the shadows cast by the small variations create a facade that appears to change throughout the day. This constantly changing back drop to the public realm provides a pedestrian experience that changes throughout the day and year.~~

~~4. In retail and service settings, furnishings along the street can provide areas to rest and additional visual interest for pedestrians.~~

~~E. Flagstaff's multistory heritage homes have a pattern of having ground floors that are taller than the upper stories. The extra height in the ground floor allows for taller windows and more natural light to enter the buildings. In keeping with this pattern multi-story residential buildings should have~~

~~ground floors that are taller than any individual upper floor. A minimum floor to ceiling height of nine feet in all T3 and T4 transect zones is preferred.~~

~~Local Building Character~~











~~F. Urban agriculture and community gardens provide an urban environment with a local food source. They also empower residents to grow their own food and teach others on food growing techniques.~~

~~G. Understanding sustainable building practices provides the opportunity to consider the long-term effects of development on the City. The following elements provide guidance on what to consider.~~

~~1. Buildings should be designed to efficiently use space and energy.~~

~~2. Flagstaff has a unique environment that provides 288 days of solar access. Buildings should be designed to take advantage of this resource by utilizing passive systems to the maximum extent feasible. The following items should be considered when locating and designing a building.~~

~~a. Orientation of the site and building.~~

~~(1) Lots with good southern exposure provide the best opportunity to take advantage of Flagstaff's remarkable solar access.~~

~~(2) Buildings should be laid out to take advantage of the solar access by orienting rooms to take advantage of the natural light and passive heating opportunities.~~

~~b. Passive cooling.~~

~~(1) Cross or stack ventilation systems, when carefully designed to take advantage of prevailing winds, can passively cool and ventilate the interior of a building without the need or use of energy.~~

~~(2) Thermal massing, appropriately arranged in conjunction with a passive ventilation system, can collect cool breezes from the open windows during the night and cool the air during the day when ambient temperatures are higher.~~

~~c. Passive heating.~~

~~(1) Thoughtful placement of windows can allow direct sunlight to enter a building, passively heating the interior while providing natural light.~~

~~(2) Thermal massing, appropriately arranged in conjunction with thoughtfully placed windows, can collect solar heat during the day and release the heat at night when ambient temperatures are lower.~~

~~(3) Solar water heaters passively heat water for showers and other uses by using solar heat to warm water as it is stored in an external container. Using solar water heaters can reduce the energy needed to provide hot water.~~

~~3. Photovoltaic panels can also take advantage of Flagstaff's unique environment by providing energy and reducing reliance on the electrical grid.~~

~~4. Water collection and storage during Flagstaff's times of rain can provide water for on-site irrigation.~~

~~5. The use of sustainable local materials and systems should be considered in order to reduce the short-term and long-term environmental impact of constructing and maintaining buildings.~~

~~6. Living roofs or vegetated roofs reduce the heat island effect and if planted with indigenous flora enhance the local urban ecology.~~

~~7. Landscaping should include native plant species.~~

~~a. Native plant species enhance the urban ecology and provide habitat to at-risk fauna while preserving the natural character of the region.~~

~~8. The following resources provide additional guidance on what to consider before, during and after development.~~

~~a. Leadership in Energy and Environmental Design (LEED) programs encourage sustainable development and building practices.~~

~~b. Energy Star appliances reduce the energy needs of a building.~~

~~c. Alternative energy is energy that is used in place of what is provided by the grid that serves the City and is derived from natural occurring sources (water, wind, solar) that would have otherwise gone unused. For more information see Appendix 1.3, Sustainability Guidelines.~~

Appendix 1.2

Additional Information on Smart Growth and Traditional Neighborhood Developments

Sections:

1.2.010 What Is Smart Growth?

1.2.020 What Is New Urbanism and Traditional Neighborhood Development?

1.2.030 SmartCode

1.2.040 Transect-Based Planning and Form-Based Codes

1.2.050 A Brief Overview of Design Charrettes

1.2.060 Thoroughfares (i.e. Streets) in Traditional Neighborhoods

1.2.070 Online Resources for Smart Growth and Traditional Neighborhood Developments

1.2.010 What Is Smart Growth?

A. "Growth is smart when it gives us great communities, with more choices and personal freedom, good return on public investment, greater opportunity across the community, a thriving natural environment, and a legacy we can be proud of to leave our children and grandchildren." (Smart Growth Network)

B. Smart Growth as promoted by the Smart Growth Network (www.smartgrowth.org) is based on the following principles:

1. **Mix land uses.**
2. **Take advantage of compact building design.**
3. **Create a range of housing opportunities and choices.**
4. **Create walkable neighborhoods.**
5. **Foster distinctive, attractive communities with a strong sense of place.**
6. **Preserve open space, farmland, natural beauty, and critical environmental areas.**
7. **Strengthen and direct development towards existing communities.**
8. **Provide a range of transportation choices.**
9. **Make development decisions predictable, fair and cost effective.**

~~10. Encourage community and stakeholder collaboration in development decisions.~~

~~C. Smart Growth principles when properly applied in a community provide a number of important benefits that can include:~~

~~1. Added value to a community through new development;~~

~~2. A greater return on investment for cities and towns through new development;~~

~~3. A variety of transportation choices – walking, biking, transit and driving – for residents to get to convenient amenities (e.g. schools, libraries, shops and restaurants);~~

~~4. A mix of housing and neighborhood types that meet the needs of couples, singles, families and seniors;~~

~~5. Greater opportunities for the preservation of open space; and~~

~~6. Development and urban growth patterns that are more sustainable than conventional development.~~

~~1.2.020 What Is New Urbanism and Traditional Neighborhood Development?~~

~~A. The term traditional neighborhood development (TND) has been utilized in planning and development circles within the City since November 2001 when the General Plan was first adopted. Indeed, the General Plan contains numerous references to, and actively promotes the use of, TND. With the undertaking of the Zoning Code update, the TND has been incorporated as an integral part of this Zoning Code.~~

~~B. New urbanism emerged over the past two decades in response to the urban sprawl that has characterized development in most parts of America. From its earliest roots up to the first quarter of the last century, the United States developed in the form of compact, mixed-use neighborhoods. Urban development patterns began to change with the emergence of modern architecture and zoning and the expanded use of the automobile. Following World War II, neighborhoods were replaced with development patterns that separated land uses, i.e., conventional suburban development, or sprawl.~~

~~C. New urbanism is an approach to urban planning and design that can be applied at a variety of scales, moving from a single block in an urban area to a large metropolitan region. At the neighborhood level, new urbanism is often referred to as traditional neighborhood development~~

~~because it revives the urban form and character of U.S. cities and towns built from the 1600s until World War II.~~

~~Figure 1.2A~~

~~Early Mixed-Use Compact Traditional Neighborhood Development in the United States.~~



~~D. New Urbanist developments do not seek to mimic past patterns of development. Instead, New Urbanist or traditional neighborhood developments strive to reinterpret the qualities of old patterns of building placement, design and public spaces to suit modern living needs, including of course the needs of the automobile.~~

~~Figure 1-2B~~

~~A New Traditional Neighborhood Recently Completed in Denver, CO.~~



~~E. New urbanism and traditional neighborhood developments are based on principles of planning and architecture that work together to create human-scale, walkable, functional and sustainable communities. They can be applied to either infill developments within a city, communities proposed on the periphery of cities, developments focused on transit-oriented development (TOD), or even entire cities.~~

~~F. From modest beginnings, the New Urbanist movement is now having a substantial impact on development in the U.S. More than 600 new towns, villages and neighborhoods are planned or under construction in the U.S., using the principles of the new urbanism. Additionally, hundreds of small-scale new urban infill developments are restoring the urban fabric of cities and towns by reestablishing walkable streets and blocks. Many Gulf Coast communities ravished by hurricanes Katrina and Rita are rebuilding themselves based on these principles.~~

~~G. Principles of Traditional Neighborhood Development. The heart of the new urbanism is in the design of neighborhoods, which can be defined by 13 elements, according to town planners Andres Duany and Elizabeth Plater-Zyberk, who founded the architecture and town planning firm Duany Plater-Zyberk & Co., and who are also two of the founders of the Congress for the New Urbanism (www.cnu.org). An authentic neighborhood should contain most of these elements:~~

~~1. The neighborhood has a discernible center. This is often a square or a green and sometimes a busy or memorable street corner. A transit stop would be located at this center.~~

~~2. Most of the dwellings are within a five-minute walk of the center, an average of roughly 2,000 feet.~~

~~3. There are a variety of dwelling types – usually houses, rowhouses and apartments – so that younger and older people, singles and families, the poor and the wealthy may find places to live.~~

~~4. At the edge of the neighborhood, there are shops and offices of sufficiently varied types to supply the weekly needs of a household.~~

~~5. A small ancillary building is permitted within the backyard of each house. It may be used as a rental unit or place to work (e.g., office or craft workshop).~~

~~6. An elementary school is close enough so that most children can walk from their home.~~

~~7. There are small playgrounds accessible to every dwelling – not more than a tenth of a mile away.~~

~~8. Streets within the neighborhood form a connected network, which disperses traffic by providing a variety of pedestrian and vehicular routes to any destination.~~

~~9. The streets are relatively narrow and shaded by rows of trees. This slows traffic, creating an environment suitable for pedestrians and bicycles.~~

~~10. Buildings in the neighborhood center are placed close to the street, creating a well-defined outdoor room.~~

~~11. Parking lots and garage doors rarely front the street. Parking is relegated to the rear of buildings, usually accessed by alleys.~~

~~12. Certain prominent sites at the termination of street vistas or in the neighborhood center are reserved for civic buildings. These provide sites for community meetings, education, and religious or cultural activities.~~

~~13. The neighborhood is organized to be self-governing. A formal association debates and decides matters of maintenance, security, and physical change. Taxation is the responsibility of the larger community.~~

~~H. Flagstaff has some excellent older traditional neighborhoods like the Old Town Site neighborhood, Southside neighborhood, and the neighborhoods to the north and northwest of the downtown area. These neighborhoods, as well as the downtown area itself, provide a wealth of planning and architectural patterns that can be interpreted and applied in other areas of the City through the application of traditional neighborhood developments.~~

~~Figure 1-2C~~

~~**Photographs Showing Some Architectural Elements that Reflect the City of Flagstaff's Mountain Architectural Vernacular.**~~



~~**Figure 1-2D**~~

~~**Artist Renderings Showing the Urban Character of a Proposed TND Project (Juniper Point)**~~

~~**Reflecting the City of Flagstaff's Mountain Architectural Vernacular, with a Corner Store on the Left, and a Residential Street on the Right.**~~

~~**Illustrations by Dover, Kohl & Partners.**~~



~~**1.2.030 SmartCode**~~

~~A. The SmartCode is a model unified land development ordinance for planning and urban design. It is the property of Duany Plater-Zyberk & Co. (DPZ) but may be freely reproduced and used with proper credit given to DPZ. The SmartCode incorporates smart growth and new urbanism principles, transect-based planning, environmental and zoning regulations, and regional, community and building-scaled design outcomes. It is a tool that guides the form of the built environment to resemble that of traditional neighborhoods, towns and villages. As noted previously, this form is compact, walkable, and mixed-use, and it is meant to be comfortable, safe and ecologically sustainable. As a model code, the SmartCode is intended to be calibrated or customized to the specific region within which it is applied by professional urban designers, planners, architects, engineers and other professionals, with the participation of local citizens. The SmartCode may be downloaded for free from http://smartcodecentral.com.~~

~~B. The principles of smart growth and traditional neighborhood development are addressed in the SmartCode at the scale of the region, the community, the block and the building, and the transect as provided below. This text is taken from the SmartCode and has been adapted to Flagstaff.~~

~~1. The Region.~~

~~a. That its natural infrastructure and visual character should be derived from its unique location in northern Arizona, and its topography, forests, farmlands, and riparian corridors.~~

~~b. That growth strategies should encourage infill and redevelopment in parity with new communities.~~

~~c. That development contiguous to urban areas should be structured in the neighborhood pattern and be integrated with the existing urban pattern.~~

~~d. That development noncontiguous to urban areas should be organized in the pattern of traditional neighborhoods.~~

~~e. That affordable housing should be distributed throughout the region to match job opportunities and to avoid concentrations of poverty.~~

~~f. That the planning and reservation of transportation corridors should be coordinated with land use planning.~~

~~g. That open space green corridors should be used to define and connect urbanized areas.~~

~~h. That the region should include a framework of transit, pedestrian, and bicycle systems that provide alternatives to the automobile.~~

~~i. That natural resources should be preserved by encouraging the concentration of development in mixed-use higher density neighborhoods than might otherwise be permitted under existing zoning.~~

~~2. The Community.~~

~~a. That neighborhoods should be coordinated, compact, pedestrian-oriented and mixed-use.~~

~~b. That neighborhoods should be the preferred pattern of development and that districts specializing in single-use should be the exception.~~

~~c. That ordinary activities of daily living should occur within walking distance of most dwellings, allowing independence to those who do not drive.~~

~~d. That interconnected networks of thoroughfares should be designed to disperse and reduce the length of automobile trips.~~

~~e. That within neighborhoods, a range of housing types and price levels should be provided to accommodate diverse ages and incomes.~~

~~f. That appropriate building densities and land uses should be provided within walking distance of transit stops.~~

~~g. That civic, institutional, and commercial activity should be embedded in downtowns or other planned neighborhood centers, not isolated in remote single-use complexes.~~

~~h. That schools should be sized and located to enable children to walk or bicycle to them.~~

~~i. That a range of useable open space including parks, squares and playgrounds should be distributed within neighborhoods and urban zones.~~

~~j. That public trails within neighborhoods should link to the existing regional trail system.~~

~~3. The Block and the Building.~~

~~a. That buildings and landscaping should contribute to the physical definition of thoroughfares as civic places.~~

~~b. That development should adequately accommodate automobiles while respecting the pedestrian and the spatial form of public space.~~

~~c. That the design of thoroughfares and buildings should reinforce safe environments, but not at the expense of accessibility.~~

~~d. That architecture and landscape design should grow from local climate, topography, history and building practice and therefore respect and support Flagstaff's unique forest and mountain environment and architectural vernacular.~~

~~e. That buildings should provide their inhabitants with a clear sense of geography and climate through energy efficient methods.~~

~~f. That civic buildings and public gathering places should be located in places that reinforce community identity and support self-government.~~

~~g. That civic buildings should be distinctive and appropriate to a role more important than the other buildings that constitute the fabric of the City.~~

~~h. That the preservation and renewal of historic buildings should be facilitated to affirm the continuity and evolution of society.~~

~~i. That the harmonious and orderly evolution of urban areas should be secured through the adoption of form-based codes that serve as guides for change for the proposed traditional neighborhood district. The form-based code establishes land use regulations for the district that may be different from zoning regulations applicable to other zoning districts in the Zoning Code or any other approved traditional neighborhood district.~~

~~1.2.040 Transect–Based Planning and Form–Based Codes~~

~~A. The SmartCode provides a detailed overview of the transect from an ecological perspective, and how transects can also be applied in an urban-to-rural context. As this concept is critical in understanding the application of the SmartCode to the proposed traditional neighborhood district in the City, an overview of transect-based planning is provided in the Preamble to this Zoning Code.~~

~~B. Form-based codes address the relationship between building facades and the public realm, the form and mass of buildings in relation to one another, and the scale and types of streets and blocks. The regulations and standards in form-based codes, presented in both diagrams and words, are keyed to a regulating plan that designates the appropriate form and scale (and therefore character) of development rather than only distinctions in land use types. This is in contrast to conventional zoning's focus on the segregation of land use types, permissible property uses, and the control of development intensity through simple numerical parameters (e.g., floor area ratio, dwellings per acre, height limits, setbacks, parking ratios). Not to be confused with design guidelines or general statements of policy, form-based codes are regulatory, not advisory. An overview of form-based codes is provided in the Preamble to this Zoning Code, Chapter 10.00.~~

~~1.2.050 A Brief Overview of Design Charrettes~~

~~This synopsis of design charrettes is taken from a publication written by Bill Lennertz called "The Charrette as an Instrument of Change," and published in New Urbanism: Comprehensive Report & Best Practices Guide, Third Edition, Ithaca NY: New Urban Publications, 2003. Pp. 12-2 to 12-8. Additional information is also available from the National Charrette Institute website – www.charretteinstitute.org.~~

~~A. A charrette is a multi-day planning process during which an interdisciplinary professional design team creates a complete and buildable plan (typically based on smart growth and traditional neighborhood principles) that reflects the input of all stakeholders who are involved by engaging them in a series of feedback loops. It is a comprehensive and intensive planning process to bring transformative change to a neighborhood or planning area.~~

~~B. As Mr. Lennertz states, "charrettes offer much more than just a quick fix," and they result in lasting, transformative change. A charrette requires a carefully planned and orchestrated process that starts well before the actual charrette and continues long after it.~~

~~C. The National Charrette Institute (NCI) suggests that there are nine strategies that differentiate an authentic charrette from other planning processes. Further information on these strategies is available at the NCI website.~~

~~1. Work collaboratively;~~

~~2. Design cross-functionally;~~

~~3. Use design to achieve a shared vision and create holistic solutions;~~

~~4. Work in detail;~~

~~5. Constrain work schedules;~~

~~6. Communicate in short feedback loops;~~

~~7. Work for at least four to seven consecutive days;~~

~~8. Work on-site; and~~

~~9. Produce a buildable plan.~~

~~1.2.060 Thoroughfares (i.e., Streets) in Traditional Neighborhoods~~

~~There is an extensive amount of information available on the subject of context sensitive design and the design of streets to promote walkability and safety for pedestrians. An excellent resource on this subject can found in a chapter titled "Designing Streets for Walkability and Safety" by various authors in the book *New Urbanism: Comprehensive Report & Best Practices Guide*, Third Edition, Ithaca NY: New Urban Publications, 2003. Pp. 8-1 to 8-30.~~

~~The following introduction to this subject is excerpted from the above referenced book, Pp. 8-1 to 8-2 in the chapter titled "Designing Streets for Walkability and Safety" by various authors.~~

~~A. A traditional neighborhood development (TND) is a human scale, walkable community with moderate to high residential densities and a mixed-use core. Compared with conventional suburban developments, TNDs have a higher potential to increase modal split by encouraging and accommodating alternate transportation modes. TNDs also have a higher potential for capturing internal trips, thus reducing vehicle miles traveled.~~

~~Figure 1-2E~~

~~Example of a Street~~

~~Designed to Promote Walkability and Safety for Pedestrians.~~



~~Photo by Rick Hall.~~

~~B. A dense network of narrow streets with reduced curb radii is fundamental to TND design. This network serves to both slow and disperse vehicular traffic and provide a pedestrian friendly atmosphere. Such alternate guidelines are encouraged by North Carolina Department of Transportation when the overall design ensures that nonvehicular travel is to be afforded every practical accommodation that does not adversely affect safety considerations. The overall function, comfort, and safety of a multipurpose or "shared" street are more important than its vehicular efficiency alone.~~

~~C. TNDs have a high proportion of interconnected streets, sidewalks and paths. Streets and rights-of-way are shared between vehicles (moving and parked), bicycles, and pedestrians. The dense network of TND streets function in an interdependent manner, providing continuous routes that enhance non-vehicular travel. Most TND streets are designed to minimize through traffic by the design of streets and the location of land uses. Streets are designed to only be as wide as needed to accommodate the usual vehicular mix for that street while providing adequate access for moving vans, garbage trucks, fire engines and school buses.~~

~~1.2.070 Online Resources for Smart Growth and Traditional Neighborhood Developments~~

~~**Smart Growth:**~~

~~***http://www.smartgrowth.org***~~

~~**Traditional Neighborhood Development:**~~

~~***http://www.tndtownpaper.com/neighborhoods.htm***~~

~~***http://safety.fhwa.dot.gov/ped_bike/***~~

~~***http://www.newurbannews.com/***~~

~~***http://www.tndhomes.com/feature.htm***~~

~~***http://www.preservenet.com/politics/NewUrb.html***~~

~~***http://fullyarticulated.typepad.com/sprawledout/2007/06/traditional_nei.html***~~

~~**Congress for the New Urbanism:**~~

~~***http://www.cnu.org/***~~

~~**Transect:**~~

~~***http://www.transect.org/***~~

~~***http://www.dpz.com/transect_articles.htm***~~

~~**Form-Based Codes:**~~

~~***http://www.formbasedcodes.org/***~~

~~**SmartCode:**~~

~~***http://www.smartcodecentral.com***~~

~~**Design Charrettes:**~~

~~***http://www.charretteinstitute.org***~~

~~**Context Sensitive Solutions:**~~

http://www.contextsensitivesolutions.org/

http://www.fhwa.dot.gov/context/index.cfm

http://www.pedshed.net

http://www.completestreets.org

~~Appendix 1.3~~

~~Sustainability Guidelines~~

~~Sections:~~

- ~~1.3.010 Purpose~~
- ~~1.3.020 Applicability~~
- ~~1.3.030 What Is Sustainability?~~
- ~~1.3.040 Project Siting~~
- ~~1.3.050 Modes of Transportation~~
- ~~1.3.060 Economic Sustainability~~
- ~~1.3.070 Urban Agriculture~~
- ~~1.3.080 Water Resource and Conservation~~
- ~~1.3.090 Energy and Materials~~
- ~~1.3.100 Stormwater Management, Grading and Drainage~~
- ~~1.3.110 Watershed Restoration~~
- ~~1.3.120 Solid Waste Management~~

~~1.3.010 Purpose~~

~~The purpose of the sustainability guidelines is to provide principles of sustainability and guidelines to promote sustainability to encourage and direct development in a manner that is sustainable in the City. Links to the sections of the Zoning Code and other City documents are inserted that provide additional information and standards.~~

~~These sustainable principles and practices are intended to inform applicants, planners, architects, landscape architects, engineers and construction managers about sustainable site planning, design and construction practices that encompass long term economic, social and environmental considerations in Flagstaff. By following the standards provided in the Zoning Code and the supplementary guidelines that accompany them into the design and construction process, a commitment to building a healthy and sustainable future for Flagstaff can be demonstrated.~~

~~In addition to pursuing a general culture of sustainability, compliance with these principles and guidelines can help ensure that sustainable goals specific to community needs are met. By accomplishing these goals, the community can establish itself as a leader in sustainable development.~~

~~1.3.020 Applicability~~

~~The guidelines found within this Division apply to all development within the City. Applicants should consider following these guidelines to help create a more sustainable community.~~

~~1.3.030 What Is Sustainability?~~

~~Sustainability is living and managing activities in a manner that balances social, economic and environmental considerations to meet Flagstaff's current needs and those of future generations. A sustainable Flagstaff is a community where the social well-being of current and future citizens is supported by a vibrant economy and a self-renewing, healthy environment.~~

~~The Zoning Code plays an integral role in addressing community sustainability by addressing energy conservation, climate change and adaptation, renewable energy production, community health, and food production. Sustainability supports the development of attractive, prosperous and healthy communities. The core values of sustainability include:~~

~~A. Consideration of long-term impacts upon future generations;~~

~~B. The prudent use of resources; and~~

~~C. Understand resource limitations and use to prevent overuse and serious degradation and loss of productive capacity.~~

~~1.3.040 Project Siting~~

~~A. Principle. Throughout the design of a new development, applicants should evaluate the development's location, site layout, and programming to determine short- and long-term impacts on the community's sustainability.~~

~~Project siting has the greatest impact on how effectively the other sustainability principles can be addressed. Poor siting of a development can detrimentally impact the potential to harvest solar energy, create a less automobile dependent environment, and address economic and agricultural sustainability. This section provides elements that should be addressed in order for the other sustainability principles to be most effective. See Division 10-30.60, Site Planning Design Standards, and Division 10-50.90, Resource Protection Standards, for methodologies and submittal requirements for site analysis.~~

~~B. General Guidelines. The following properties should be considered during all phases of design to produce a development that is beneficial to the community in the short and long term. A development site should be planned and designed to address the following key elements:~~

~~1. The absence of or the ability to buffer sensitive environmental zones, such as floodplains, critical habitats or forest resources, from the impacts of development;~~

~~2. The presence of an infill opportunity or the ability to be located on a previously developed site;~~

~~3. The presence of existing or planned transit services;~~

~~4. The presence of existing or planned neighborhood amenities and services;~~

~~5. The location of everyday goods and services relative to the development's use and needs;~~

~~6. The ability to reinforce and fill in an incomplete urban development pattern;~~

~~7. The ability to utilize on-site winds to minimize or eliminate needs for mechanical cooling and ventilation; and~~

~~8. The potential to access Flagstaff's average of 321 days of solar access.~~

~~C. Resources.~~

~~1. Division 10-30.60, Site Planning Design Standards.~~

~~2. Division 10-50.90, Resource Protection Standards.~~

~~3. City of Flagstaff General Plan.~~

~~4. Appendix 1.1, Design Guidelines.~~

~~1.3.050 Modes of Transportation~~

~~A. Principle. Where feasible, dependence on the automobile should be reduced by creating neighborhoods that provide a diverse choice of transportation modes. Providing a mix of transportation modes allows for greater accessibility for a diverse range of the population who does not or may not have access to an automobile.~~

~~B. General Guidelines. The diversity and mix of transportation modes as well as the intent of the transportation networks may vary between walkable urban environments and drivable suburban environments but nonetheless the following key elements should be addressed:~~

~~1. The creation or enhancement of walkable environments within the development;~~

~~2. The ability to connect to existing or planned transportation networks to reduce the need for travel by private vehicle; and~~

~~3. The provision of a mix and hierarchy of transportation options to amenities outside the development, including:~~

~~a. Transit service;~~

~~b. Bicycle facilities;~~

~~c. Sidewalks;~~

~~d. Multi-use trails; and~~

~~e. Vehicular thoroughfares.~~

~~C. Resources.~~

~~1. Division 10-30.60, Site Planning Design Standards.~~

~~2. Section 10-50.80.050, Bicycle Parking.~~

~~3. Section 10-50.80.060, Parking Adjustments.~~

~~4. Chapter 10-60, Specific to Thoroughfares.~~

~~5. Appendix 1.1, Design Guidelines.~~

~~1.3.060 Economic Sustainability~~

~~A. Principle. In order to help maintain the economic sustainability of Flagstaff, new developments in Flagstaff should provide a diverse mix of nonresidential uses and a range of housing options within compact walkable environments.~~

~~B. General Guidelines. The following key elements should be addressed in all new developments, when applicable:~~

~~1. The presence of a mix of commercial, civic and residential uses within a neighborhood and across the City allows an area to change over time and provides a diverse employment/shopping and tax base for the City;~~

~~2. The presence of industrial uses or land zoned for industrial uses, where appropriate, should be maintained to provide areas for manufacturing and production jobs;~~

~~3. The ability to site, design, and construct buildings to take advantage of Flagstaff's climate to reduce energy usage and cost, providing long term economic sustainability as energy prices fluctuate;~~

~~4. The ability to provide a mix of housing types can provide a more diverse set of housing options at a more diverse range of rents and price points for residents of Flagstaff; and~~

~~5. The ability to build in a more compact manner to reduce the initial and long-term transportation and public infrastructure costs, providing additional opportunities for economic stability for the City.~~

~~C. Resources.~~

~~1. Division 10-30.20, Affordable Housing Incentives.~~

~~2. Division 10-40.40, Transect Zones.~~

~~3. Division 10-50.110, Specific to Building Types.~~

~~1.3.070 Urban Agriculture~~

~~A. Principle. In order to help maintain food production and security in Flagstaff, agricultural uses are allowed within the City. This Zoning Code provides opportunities for urban agriculture by allowing:~~

~~1. Food production in industrial and commercial zones;~~

~~2. Community gardens in civic spaces and neighborhoods;~~

3. Edible landscaping as part of range of vegetation allowed within the required landscaping for new developments; and

4. Urban agriculture within designated green spaces and parks.

B. Resources.

1. Chapter 10-40, Specific to Zones.

2. Chapter 10-70, Specific to Civic Spaces.

3. Division 10-50.60, Landscaping Standards.

1.3.080 Water Resource and Conservation

A. Principle. The future of Flagstaff is dependent on access to long-term clean water resources. Water resources should therefore be conserved to protect the environment and to maintain adequate supplies of water for future generations. A long term water source is integral to the economic vitality and social health of the community. Water conservation measures should be a visible component of developments to promote water resource conservation and build awareness of the precious nature of water. Water conservation measures include:

1. The use of reclaimed water;

2. Active and passive harvesting of rain water; and

3. Collecting of greywater for nonpotable uses.

B. General Guidelines.

1. Where feasible prior to development, applicants should provide a water balance analysis that includes all water demands at build-out of the development. The City can then evaluate whether an adequate supply exists to accommodate the proposed new projected build-out water demands. In all residential developments, this balance would assume year-round residence for calculation purposes. This may be replaced by a water adequacy study.

2. Applicants should identify and implement water conservation measures on their development that will reduce the water demands created by the development. Example measures could include the use of reclaimed water and the installation and use of rainwater

~~capture and reuse (greywater) devices for all nonpotable applications to the maximum extent feasible.~~

~~3. Use of potable water for irrigation of private lawns is not encouraged.~~

~~C. Resources.~~

~~1. City of Flagstaff amendments.~~

~~2. City of Flagstaff Energy Code.~~

~~3. State of Arizona water conservation measures.~~

~~4. Division 10-50.90, Resource Protection Standards.~~

~~5. Division 10-50.60, Landscaping Standards.~~

~~1.3.090 Energy and Materials~~

~~A. Principle. New structures, renovated buildings, and new infrastructure facilities should be designed to minimize energy consumption and maximize renewable energy generation in order to reduce greenhouse gas (GHG) emissions, provide cost savings and promote the conservation of natural resources. To create a more sustainable Flagstaff, the renovation of existing buildings or the construction of new buildings will require the efficient use of resources. Two main areas that can readily be addressed are the materials used to construct buildings and the energy used daily within them. The guidelines provided below provide guidance on design considerations that can make a building more sustainable.~~

~~B. General Guidelines.~~

~~1. Commercial and residential developments consisting of four or more units should develop covenants, conditions and restrictions relating to energy efficient practices and fixtures to ensure the development's energy efficiency throughout its life.~~

~~2. All designs for commercial dwellings should utilize available solar, wind, geothermal or other renewable energy sources using approved devices to the maximum extent feasible.~~

~~3. Natural on-site wind patterns should be evaluated and utilized in all building designs to minimize or eliminate mechanical cooling and ventilation needs.~~

~~4. New buildings should maximize the use of natural, ambient light to reduce the use of energy for lighting. Applicants should demonstrate optimization of natural lighting through the submission of an architectural lighting plan submitted to the Director.~~

~~5. Green roofs or other roofs specifically designed to absorb heat from the sun may be utilized as approved by the Director.~~

~~6. Heating of water for domestic, non-cooking, or pools usage should be accomplished using a heating strategy that includes the use of solar water heating technology unless denied by any other division.~~

~~C. Architects, engineers, builders and applicants should acquire as many local resources for building materials as possible and minimize the embodied energy in building materials. Materials that are easily salvaged and recycled and that require minimal mineral extraction and production should be selected for construction.~~

~~D. Mechanical Heating and Cooling Guidelines.~~

~~1. New structures greater than 2,000 square feet in size should be designed to reduce the cooling load to a specification of 4.2 kilowatts per 1,000 square feet.~~

~~2. Developments that feature medium- to high-density housing, such as hotel complexes, apartments and mixed-use commercial buildings, should utilize centralized cooling systems in place of distributed units to maximize efficiency unless the applicant can demonstrate that distributed units can achieve long-term efficiency gains.~~

~~3. Ventilation intake should be paired with a heat recovery ventilation unit to recover the thermal energy present in exhaust air and reduce conditioning requirements for incoming air.~~

~~4. All air-conditioned spaces should be outfitted with appropriate window technology. Windows should be double-paned, well-sealed and operable, with nonconductive frames, and low thermal emissive coatings.~~

~~E. Resources.~~

~~1. Energy Efficiency and Renewable Energy Resolution 2010-16.~~

~~2. 2006 International Energy Conservation Code IECC Chapter 5 for Commercial Air Conditioning.~~

~~3. Wildland Urban Interface Code (WUI).~~

~~4. Leadership in Energy and Environmental Design (LEED).~~

~~5. Division 10-30.60, Site Planning Design Standards.~~

~~6. Section 10-40.60.040, Accessory Wind Energy Systems.~~

~~7. Appendix 1.1, Design Guidelines.~~

~~1.3.100 Stormwater Management, Grading and Drainage~~

~~A. Principle. Stormwater management provides many benefits to Flagstaff in the form of preserving existing drainage channels, preventing excessive erosion, flood prevention, improving runoff water quality, protecting clean water resources and recharging of ground water. These guidelines work with the Section 1.3.030 (Water Resource and Conservation) and Section 1.3.060 (Watershed Restoration) to help ensure a clean and adequate water supply.~~

~~B. General Guidelines.~~

~~1. All developments not otherwise required to, should comply with City Ordinance No. 2009-07 "*Low Impact Development (LID) Amendments to the City of Flagstaff Stormwater Management Design Manual.*"~~

~~2. A licensed professional engineer or licensed landscape architect should prepare a full set of construction drawings including grading, drainage, utility locations, re-vegetation and sedimentation and erosion control plans for new construction.~~

~~3. Cut and fill quantities should be balanced on-site to the maximum extent feasible.~~

~~4. All buildings should be designed with foundation drains and grades sloping away from buildings at a minimum of five percent in areas where high groundwater levels exist, or sloped away from building foundations for a minimum of 10 feet. Runoff from impervious surfaces should flow across pervious surfaces before discharging to the public drainage system, to the maximum extent feasible.~~

~~C. Grading Guidelines.~~

~~1. Extent of grading and site disturbance should be limited to the 30 feet immediately adjacent to approved improvements.~~

~~2. Developments should avoid the compaction of native soil.~~

~~3. Grading designs should utilize natural and/or curvilinear shapes rather than straight and angular solutions unless required for safety or the prevention of flooding.~~

~~4. No building or development of infrastructure within 100 feet (measured by vertical elevation) of a ridgeline should be permitted on sites over 10 percent in average grade that are not previously developed.~~

~~5. Topsoil should be stockpiled in a designated location prior to construction and used for required on-site landscaping. All applicable City, State, and Federal requirements for soil stockpiling shall be followed.~~

~~D. Drainage Guidelines.~~

~~1. Drainage from non-vegetated roofs and other elevated impervious surfaces should be channeled to rainwater harvesting equipment or landscaped areas such as earthworks or rain-gardens.~~

~~2. Grass, mulch, gravel, or other local natural materials should be placed under the drip line of non-guttered roofs to prevent soil erosion and to increase ground absorption.~~

~~3. Gutters, downspouts, and overflows should be used to direct drainage not captured by rainwater harvesting equipment away from foundations and paved surfaces, into natural drainage systems such as crushed rock beds, mulch beds or naturalized swales located at a minimum of 10 feet from the building foundation.~~

~~4. Light and heavy industrial impervious parking surfaces over 1,800 square feet should include an oil separator or other surface pollution attenuation mechanism such as a natural infiltration system to treat the runoff prior to discharge to the public drainage system.~~

~~E. Resources.~~

1. City of Flagstaff's *Low Impact Development Guidance Manual for Site Design and Implementation*.

2. *City of Flagstaff Stormwater Management Design Manual*.

3. Section 10-30.70.040, Project Siting.

4. Division 10-50.90, Resource Protection Standards.

5. Division 10-50.60, Landscaping Standards.

6. International Building Code (IBC).

7. International Residential Code (IRC).

1.3.110 Watershed Restoration

A. Intent. Watershed restoration provides additional opportunities to provide a clean and adequate supply of water resources. In addition, watershed restoration provides the ecological benefit of providing additional habitat for local flora and fauna. These guidelines work with Section 1.3.080, Water Resource and Conservation, and Section 1.3.100, Stormwater Management, Grading and Drainage, to help ensure a clean and adequate water supply.

B. General Guidelines.

1. Landscape plans should minimize the disturbance and maximize the preservation of existing natural landscapes and wildlife areas by providing a 300-foot buffer around all significant habitat areas. The term "significant habitat areas" includes areas designated as habitat for species listed as endangered under state or federal law, patches of natural vegetation at least 150 acres in size, or habitat flagged for conservation under an ecological ordinance.

2. Pre-existing, existing and anticipated post development conditions need to be documented prior to construction to identify restoration goals for the watershed.

3. Protection buffer widths should be no less than 20 feet from the centerline of washes.

4. Riparian buffers disturbed during construction should be vegetated to pre-construction conditions with native plants, in areas including:

a. The 100-year floodplain;

b. All steep slopes (greater than 25 percent); and

c. Any adjacent delineated wetland or critical habitat.

5. Plantings should replace invasive species with indigenous flora.

6. Applicants are required to develop a long-term (25-year) operation and maintenance plan for the watershed.

C. Resources.

1. *City of Flagstaff Low Impact Development Guidance Manual for Site Design and Implementation*.

2. Section 10-30.70.040, Project Siting.

3. Division 10-50.90, Resource Protection Standards.

1.3.120 Solid Waste Management

A. Intent. Part of a sustainable society involves the efficient use of resources. An easy way to more efficiently use resources is to reduce consumption, reuse or recycle materials and compost biodegradable materials. Only those items that cannot be reused, recycled or composted should be transported to a processing facility. The following guidelines are intended to provide guidance on:

1. Reducing material consumption;

2. Reusing and recycling materials (on-site to the maximum extent feasible);

3. Composting biodegradable materials; and

4. Transporting excess solid waste to processing facilities.

B. General Guidelines.

1. Applicants with commercial or institutional uses are required to estimate volumes of waste generation for the proposed development, including estimations of anticipated seasonal fluxes, based on known quantities or comparable developments in the area and submitted to the

~~Director. The estimation provided should be used as a baseline for solid waste generation and to develop an overall reduction goal over the course of first 10 years of operation.~~

~~2. Applicants for commercial and residential structures containing three or more units are required to designate an accessible area for the separation and storage of recyclables, landfill waste and compostable materials. Areas should be well lit for safety and clearly labeled.~~

~~C. Construction Waste Guidelines.~~

~~1. Applicants should submit a construction waste management program for all developments to include a description of the following actions and items:~~

~~a. Designate a specific area on the construction site where recyclable materials will be sorted;~~

~~b. Contractors should check with local waste disposal agencies to determine whether recycling services are available for construction waste materials, including but not limited to cardboard, metals, concrete, asphalt, land clearing debris, clean dimensional wood, glass, plastic, gypsum board, carpet and insulation materials;~~

~~c. Contractors should investigate and utilize any opportunity for salvage of waste materials that can be donated to regional charitable organizations; and~~

~~d. No wood waste should go to landfills.~~

~~2. Contractors should clean up all trash and debris on the construction site at the end of each day.~~

~~3. A minimum of 50 percent, calculated by weight or by volume, of construction, demolition, land clearing, and non-hazardous wastes generated through construction or infrastructure development of a site should be recycled, reused or salvaged.~~

~~4. Lightweight materials, packaging and other items should be covered, weighted down or otherwise secured to prevent wind from blowing such materials off the construction site.~~

~~5. Dirt, mud or debris resulting from activity on each construction site should be promptly removed from roads, open spaces and driveways and should not leave the construction site.~~

~~6. The resulting waste stream from clearing and grubbing should be source separated and composted, and may not enter the general solid waste stream.~~

~~D. Resources.~~

~~1. City of Flagstaff Building Code.~~

~~2. City of Flagstaff Solid Waste Code, City Code Chapter 7-04.~~

Appendix 1~~.~~**4**

Bicycle Parking Space Design Requirements

Sections:

1~~.~~**4**.010 Purpose

1~~.~~**4**.020 Applicability

1~~.~~**4**.030 Standard Bicycle Rack Design Requirements

1~~.~~**4**.040 Standards for Indoor Secure Bicycle Parking Spaces

1~~.~~**4**.050 Standards for Bicycle Lockers

1~~.~~**4**.010 Purpose

A. It is the purpose of this Appendix to establish the minimum acceptable standards for bicycle parking spaces that are required by the Zoning Code.

1~~.~~**4**.020 Applicability

A. Requirements of this Appendix shall apply to all bicycle parking spaces provided on a Development Site within the Flagstaff city limits.

1~~.~~**4**.030 Standard Bicycle Rack Design Requirements

A. Rack Design.

1. Each rack shall be provided in accordance with one of the designs indicated in Figure 1~~.~~**4**.030.A., unless an alternative design is allowed in accordance with subsection C. of this section.

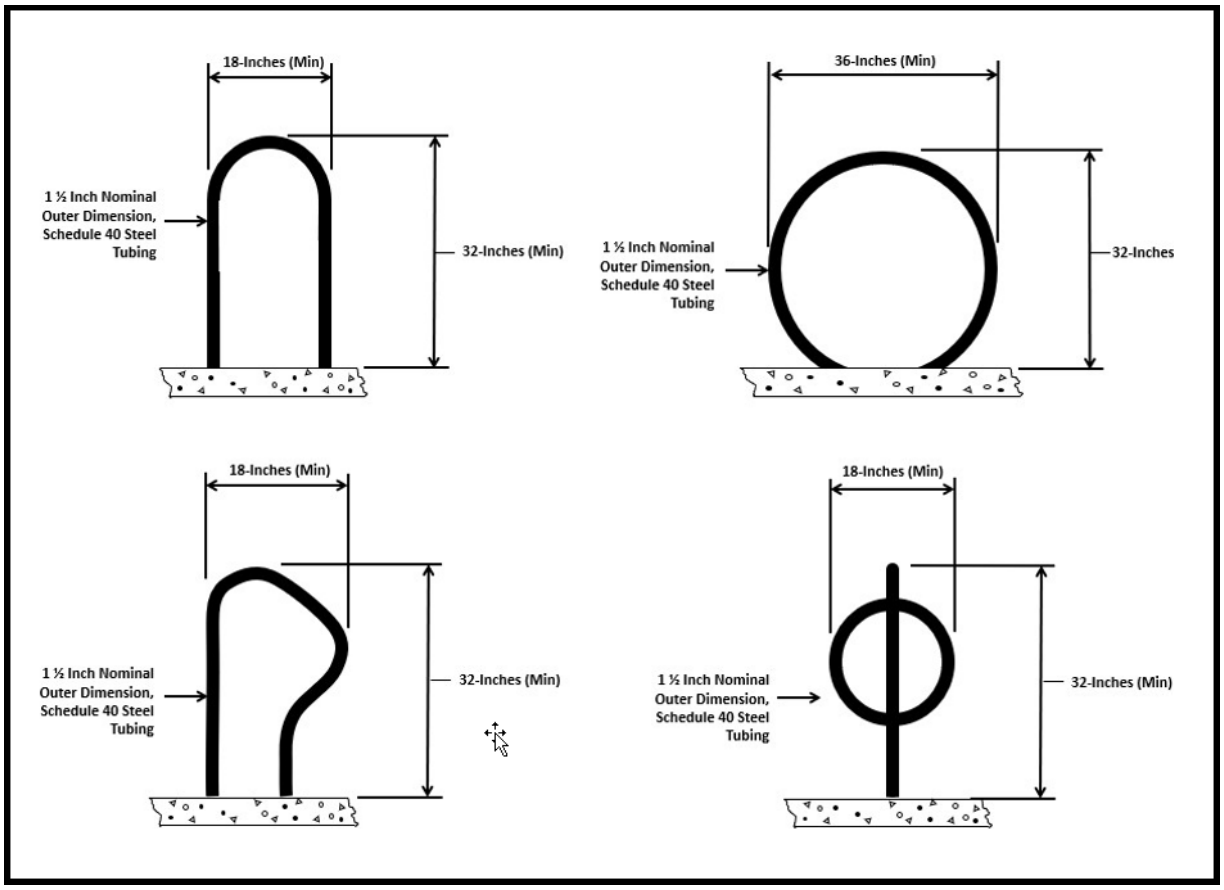


Figure 1~~.~~**4**.030.A. Rack Designs

B. Rack Placement.

1. The bicycle rack(s) shall be:

a. Placed in an area that complies with the location provisions of Section 10-50.80.050.B., is highly visible, well illuminated, has frequent pedestrian activity, and is in accordance with Figure 1~~.~~**4**.030.B.1.; and

b. Securely mounted with a tamper-proof mounting technique to an impervious concrete, paver, or asphalt surface, unless an alternative surface is approved by the Director.

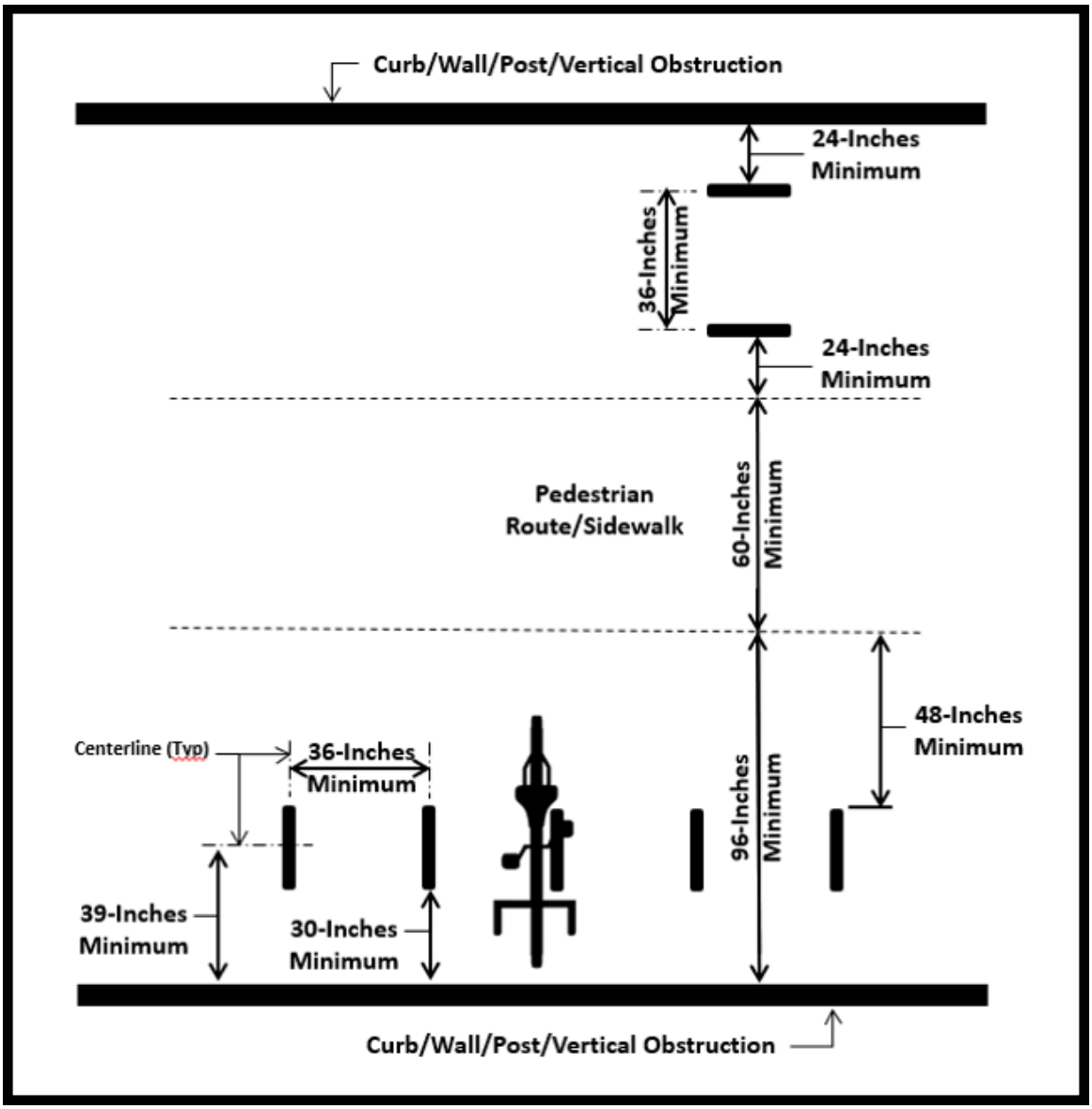


Figure 1.4.030.B.1. Bicycle Rack Placement

2. The placement of a bicycle rack shall not interfere with pedestrian movements.

3. Any bicycle rack(s) located within a parking area shall be within a barrier consisting of bollards, curbs, curb-bumpers, fences, planting areas, or a similar barrier approved by the Director.

C. Alternative Bicycle Rack Designs. The Director may approve an alternative rack design that complies with the following requirements:

1. The rack shall allow the bicycle frame and one or both wheels to be secured with a standard U-lock;

2. The rack shall be designed to support a bicycle frame in two places in a manner that does not cause damage to the wheels or allow the bicycle to tip over;

3. The rack shall be constructed of a material of sufficient strength that resists cutting, rust, bending, and deformation (Schedule 40 metal pipe is the minimum standard); and

4. The rack is not a design similar to types indicated in Figure 1~~.~~**4**.030.C.4.

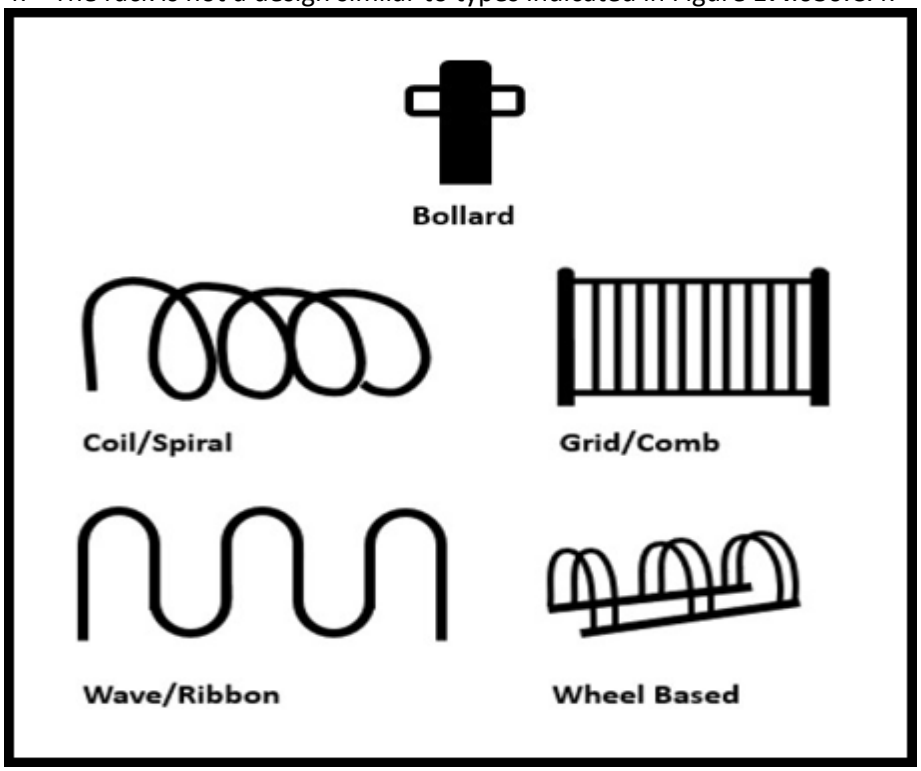


Figure 1~~.~~**4**.030.C.4. Unacceptable Bicycle Rack Designs

1~~.~~**4**.040 Standards for Indoor Secure Bicycle Parking Spaces

A. Secure Bicycle Parking Space Design.

1. The required secure bicycle parking spaces shall be in separate room(s) or cage(s) (the "facilities") designed for bicycle storage within a building or parking structure.

2. The facilities shall be:

a. On the ground level, or another level that has elevator access; provided, that the elevator has an interior width or depth of at least six feet;

b. Accessed through a door or gate that utilizes an electronic keypad and code, security pass card, or a similar electronic system approved by the Director;

c. In a location that is illuminated in accordance with the Illuminating Engineering Society (IES) of North America (IESNA) standards for security;

d. Limited to the storage of bicycles; and

e. Include bicycle racks or lockers.

3. The bicycle rack(s) shall:

a. Conform with Section 1~~.~~**4**.030.A., unless an alternative design is allowed in accordance with Section 1~~.~~**4**.030.C.;

b. Be securely mounted with a tamper-proof mounting technique to an impervious concrete, paver, or asphalt surface; and

c. Be placed in accordance with Figure 1~~.~~**4**.040.A.3.c., unless an alternative configuration is approved by the Director.

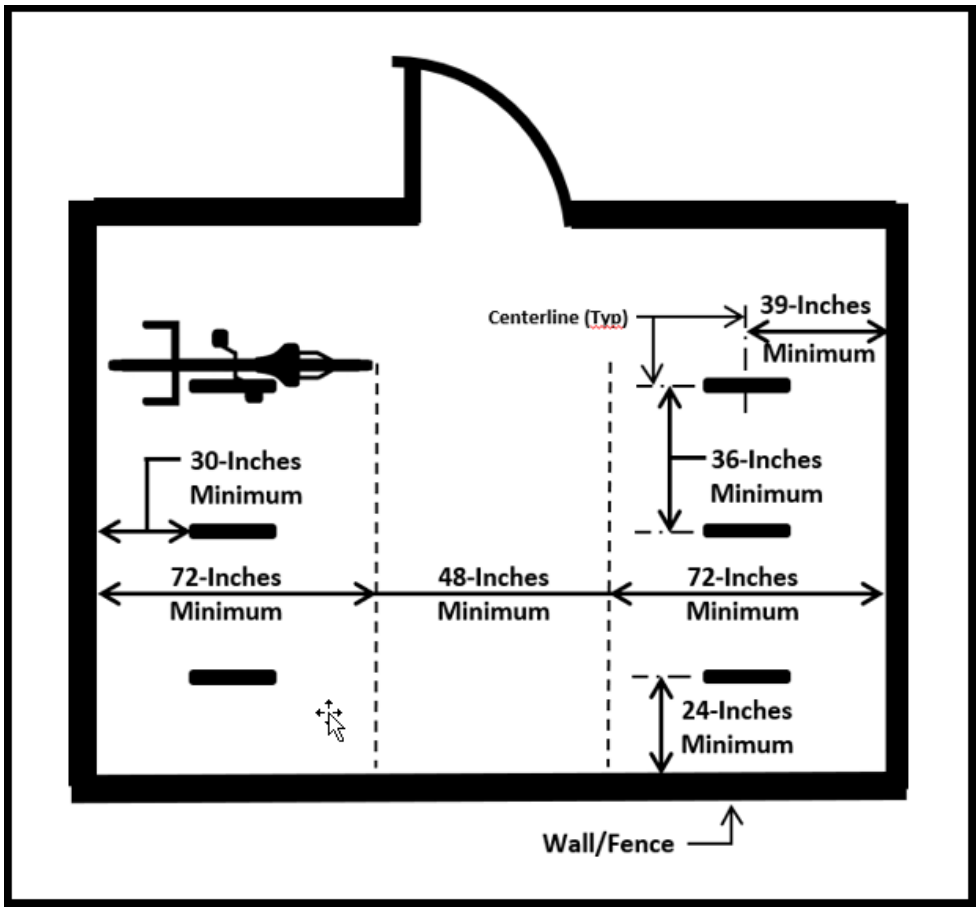


Figure 1~~.~~**4**.040.A.3.c. Bicycle Storage Room/Cage

1~~.~~**4**.050 Standards for Bicycle Lockers

A. Bicycle Locker Design and Location Requirements.

1. The lockers shall be constructed of metal. If windows are provided in the locker, the windows shall be constructed with unbreakable material. Plastic lockers are prohibited.

2. The lockers shall utilize an integral mechanical or digital (“smart”) locking mechanism. Lockers that use hasp or mechanisms that allow the use of user locks is prohibited.

3. Stacked lockers shall have a wheel track to guide the bicycle into the locker.

4. Lockers located within a parking area shall be within a barrier consisting of bollards, curbs, curb-bumpers, fences, planting areas, or similar barriers approved by the Director.

5. Lockers placed outdoors shall be within 50 feet of a primary resident entry to a building. The locker(s) shall not be placed between a building and a street.

6. The lockers shall be in a location that is illuminated in accordance with the Illuminating Engineering Society (IES) of North America (IESNA) standards for security.

7. Lockers placed in a building or parking structure shall be on the ground level, or another level that has elevator access, provided that the elevator has an interior width or depth of at least six feet.

8. The placement of a locker shall not interfere with pedestrian movements.

9. The size and placement of the lockers shall conform with Figure 1~~.~~**4**.050.A.9., unless an alternative configuration is approved by the Director.

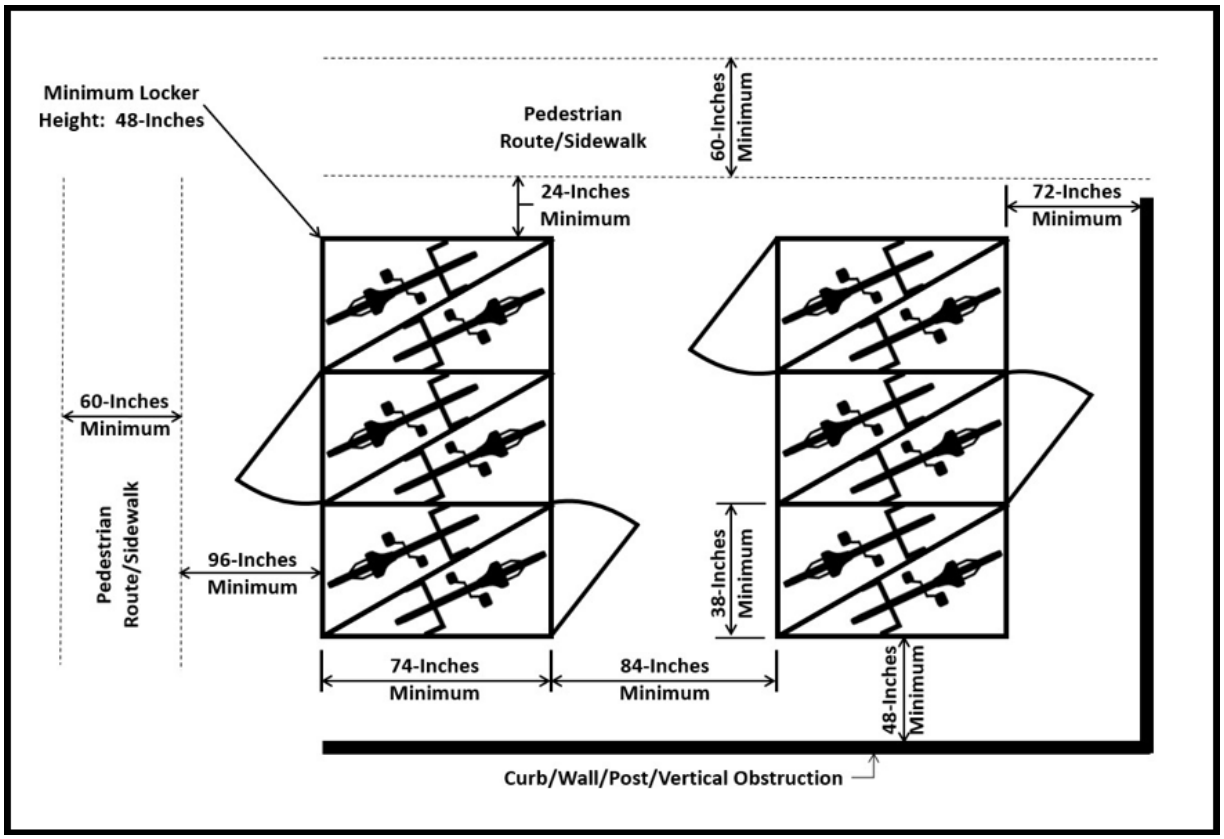


Figure 1~~.~~**4**.050.A.9. Bicycle Locker Size and Placement

~~**Appendix 2**~~

~~**Planning Fee Schedule**~~

~~**A. By separate ordinance, the City Council shall adopt applicable fees for planning and related applications and/or services.**~~

~~**B. The applicable fee schedule shall be available at the Community Development Division.**~~

Appendix ~~3~~2

City of Flagstaff Landscape Plant List

Sections:

~~3~~2.010 Purpose

~~3~~2.020 Organization of the Landscape Plant List

~~3~~2.030 Landscape Plant List

~~3~~2.010 Purpose

The City of Flagstaff Landscape Plant List is a compilation of recommended landscape plant types that are well-suited for survival and sustainable application in Flagstaff's unique climate and soil conditions. Plant types were selected based upon the research and recommendations of local landscape architects, landscape professionals and concerned citizens. This list is intended as a guide for the landscape requirements of Division 10-50.60, Landscaping Standards, of the Zoning Code, and is not intended to be an all-inclusive list of acceptable landscape plants.

~~3~~2.020 Organization of the Landscape Plant List

A. The plants contained in this appendix are divided into eight separate categories, as follows, and are intended to meet a variety of landscaping needs and circumstances.

1. Trees (Deciduous);
2. Trees (Evergreen);
3. Shrubs (Deciduous);
4. Shrubs (Evergreen);
5. Groundcovers;
6. Vines;
7. Grasses; and
8. Perennials.

B. Within each category, the plants are arranged alphabetically by botanical name, with the common name listed in the adjacent right column.

C. The following supplemental information is also provided in the table for each plant type:

1. Native or Naturalized. This indicates whether the plant is native to the Flagstaff region, or if it has been naturalized to the local environment.

2. Overstory or Understory (Trees Only).

a. Overstory trees are deciduous or evergreen trees that are generally in excess of 12 feet in height, under which other understory trees and shrubs may be planted.

b. Understory trees may be either deciduous or evergreen, and grow under taller, overstory trees. These trees are usually no more than 10 to 12 feet in height, and therefore may be appropriate for planting under overhead power lines. Understory trees add structure, texture, color and multi-season interest to a landscape design.

3. Sun Requirements. The sun requirements of each plant are indicated as follows, and are intended to assist in the proper placement of plant types in relation to the sun.

a. S = Full sun;

b. PS = Partial shade; and

c. SH = Full shade.

4. Water Needs. The water needs of each plant are indicated as follows, and are intended to assist in the proper placement of plant types according to water consumption and therefore their placement in different landscape zones.

a. L = Low;

b. M = Medium; and

c. H = High.

5. Spacing. Spacing information is provided for those plants which require a minimum separation in order to achieve greatest success.

6. Special Characteristics. Special characteristics include supplemental information specific to each plant type, such as growth rate, leaf color, shape, and ideal environment for planting.

7. Notes/Comments. Notes and comments provide additional plant information, such as root characteristics, preferred soil types and maintenance needs.

8. Parkways and Medians. These columns identify those plants that have been pre-approved by the City Parks Division for placement in parkways and medians based on their size at maturity and maintenance requirements.

9. Approved for ROW. This column identifies those plants that have been pre-approved by the City Parks Division for placement in City rights-of-way based on their size at maturity and maintenance requirements.

~~3~~2.030 City of Flagstaff Landscape Plant List

Appendix 4

Outdoor Lighting Reference Materials

Sections:

4.010 Purpose

4.020 Typical Lumen Outputs and Energy Costs for Outdoor Lighting (Guide Only)

4.030 Light Code Verification

4.040 Power Costs per 100 Maintained Lumens

4.050 Typical Lumen Outputs for "Neon" Luminous Tube Lighting

4.010 Purpose

This appendix includes information useful to an applicant when applying the requirements of Division 10-50.70, Outdoor Lighting Standards. The information in this Appendix was developed in September 2010.

4.020 Typical Lumen Outputs and Energy Costs for Outdoor Lighting (Guide Only)

In the tables that follow, initial lamp lumen outputs for typical lighting products, or specific lighting products if indicated, except for sports lighting are provided. For products with a range of outputs at a given wattage, the highest typical values are listed. These initial output values are the values considered by most lighting codes that specify shielding requirements based on threshold lamp lumen outputs or limit total lamp lumen outputs for development projects.

Per year power costs are based on 4,000 hours operation (approximately all night every night) and $0.10/kWh energy cost (data from September 2010). Power costs are for lamps only; they do not include ballast losses used with HID (HPS and MH), LPS and fluorescent lamps. Inclusion of these electrical losses will increase electrical consumption for these lights about 10 to 20 percent. Cost per 100 "maintained" lumens is calculated using "end of life" outputs, using the following lamp lumen depreciation (LLD) factors: 0.95 (LPS), 0.73 (HPS), 0.80 (FL T-12), 0.90 (FL T-8), 0.62 (standard MH), 0.82 (INC) and 0.93 (TH). LLD values for pulse start metal halide vary for the lamps listed from about 0.44 to 0.66 – typical end-of-life values listed by the manufacturers are used for these products. End-of-life figures, rather than initial or "mean" outputs, are most appropriate when comparing outdoor lighting systems where recommended lighting practices specify minimum maintained illuminances (such as roadways and parking lots) and lamps are changed at burnout – a most common maintenance practice.

~~Actual in-service lumen outputs, power cost figures, and overall operation costs will depend on the particular lamp, ballast, local power rates, and installation and maintenance details. The different lamp types and wattages have differing replacement costs and differing lifetimes before burnout, so lead to different costs associated with lamp replacement. These figures are offered only as approximates, though representative values for rough lighting system power cost comparison and approximate verification of lamp lumen outputs must be submitted with lighting plans.~~

~~LED lighting is a new and fast-evolving technology. Representative figures for cool-white (4,000 – 6,000K CCT) products are included for completeness, but the products available change frequently and lumen packages are highly variable.~~

~~4.030 Light Code Verification~~

~~Actual initial lumen outputs of lamps vary from manufacturer to manufacturer, depend on specific lamp and ballast specifications, and for metal halide may depend on lamp orientation. For determining compliance with light codes that have lumen specifications (such as shielding thresholds or lumens per acre caps – see the *IDA Outdoor Lighting Code Handbook Pattern Lighting Code*) the figures presented in this table are considered by most jurisdictions to be adequate. Technically, lighting plan submittals typically are to include the lumen outputs of the actual lamps proposed, but if values from this table are matched to the lamp type and wattage of the proposed lighting product, they in general will be within about 10 percent or better of the true output.~~

~~"Neon" Lighting: For luminous output of luminous tube or "neon" products, see Typical Lumen Outputs for "Neon" Luminous Tube Lighting.~~

~~"Effective" Lumens: For those interested in the effects of the eye's spectral (Purkinje) shift on the relative efficiencies of the various lamp types, see the discussion of these issues in the *IDA Outdoor Lighting Code Handbook*.~~

~~Abbreviations~~	
~~LPS~~	~~Low pressure sodium~~
~~HPS~~	~~High pressure sodium~~
~~MH~~	~~Metal halide~~
~~LED~~	~~Light emitting diode~~

Abbreviations	
FL	Fluorescent
PL	Compact fluorescent
INC	Incandescent
TH	Tungsten halogen

4.040 Power Costs per 100 Maintained Lumens

The tables that follow show the power costs per 100 maintained lumens for various lamp types. The power costs are based on data from September 2010.

Lamp Wattage	Lumen Output		Power Cost	Cost per 100 Lumens
	(initial)	(maintained)	(per year)	(per year)
Low-Pressure Sodium (LPS)				
18	1800	1800	$7.20	$0.40
35	4800	4800	$14.00	$0.29
55	8000	8000	$22.00	$0.28
90	13500	13500	$36.00	$0.27
135	22500	22500	$54.00	$0.24
180	33000	33000	$72.00	$0.22
High-Pressure Sodium (Clear) (HPS)				
35	2250	1643	$14.00	$0.85
50	4000	2920	$20.00	$0.68
70	6300	4599	$28.00	$0.61
100	9500	6935	$40.00	$0.58
150	16000	11680	$60.00	$0.51
200	22000	16060	$80.00	$0.50

Lamp Wattage	Lumen Output		Power Cost	Cost per 100 Lumens
	(initial)	(maintained)	(per year)	(per year)
250	29000	21170	$100.00	$0.47
310	37000	27010	$124.00	$0.46
350	46500	33945	$140.00	$0.41
400	50000	36500	$160.00	$0.44
430	51500	37595	$172.00	$0.46
Standard Metal Halide (MH)				
150	13500	8413	$60.00	$0.71
175	15000	9348	$70.00	$0.75
250	23000	14333	$100.00	$0.70
360	36000	22434	$144.00	$0.64
400	40000	24928	$160.00	$0.64
Pulse Start Metal Halide (MH)				
50	3400	1496	$20.00	$1.34
70	5600	2464	$28.00	$1.14
100	9000	3960	$40.00	$1.01
150	14000	8000	$60.00	$0.75
175	17500	11000	$70.00	$0.64
200	21000	13800	$80.00	$0.58
250	25000	16500	$100.00	$0.61
320	33000	21000	$128.00	$0.61
350	37000	24000	$140.00	$0.58
400	44000	28500	$160.00	$0.56

Lamp Wattage	Lumen Output		Power Cost	Cost per 100 Lumens
	(initial)	(maintained)	(per year)	(per year)
450	50000	33000	$180.00	$0.55
Light Emitting Diode (LED)				
63	3400	2380	$25.20	$1.16
90	5400	3780	$36.00	$0.95
140	9996	6997	$56.00	$0.80
210	12300	8610	$84.00	$0.98
T12 Cool-White Fluorescent (FL)				
21	1190	952	$8.40	$0.88
30	2050	1640	$12.00	$0.73
36	2450	1960	$14.40	$0.73
39	3000	2400	$15.60	$0.65
50	3700	2960	$20.00	$0.66
52	3900	3120	$20.80	$0.67
55	4600	3680	$22.00	$0.60
70	5400	4320	$28.00	$0.65
75	6300	5040	$30.00	$0.60
T12 High-Output (800 ma) Fluorescent (FL)				
75	5150	4120	$30.00	$0.73
80	5600	4480	$32.00	$0.71
85	6900	5520	$34.40	$0.62
95	8625	6900	$38.00	$0.55
110	9500	7600	$44.00	$0.58

Lamp Wattage	Lumen Output		Power Cost	Cost per 100 Lumens
	(initial)	(maintained)	(per year)	(per year)
T8 Fluorescent (FL)				
17	1400	1260	$6.80	$0.54
25	2225	2003	$10.00	$0.50
30	2900	2610	$12.00	$0.46
32	3100	2790	$12.80	$0.46
40	3725	3353	$16.00	$0.48
44	4000	3600	$17.60	$0.49
55	5050	4545	$22.00	$0.48
65	6100	5490	$26.00	$0.47
59	5950	5355	$23.60	$0.44
86	8200	7380	$34.40	$0.47
Compact Fluorescent (PL)				
7	400	320	$2.80	$0.88
9	600	480	$3.60	$0.75
13	900	720	$5.20	$0.72
18	1250	1000	$7.20	$0.72
23	1500	1200	$9.20	$0.77
26	1710	1368	$10.40	$0.76
32	2400	1920	$12.80	$0.67
42	3200	2560	$16.80	$0.66
Incandescent (standard) (INC)				
15	120	98	$6.00	$6.10

Lamp Wattage	Lumen Output		Power Cost	Cost per 100 Lumens
	(initial)	(maintained)	(per year)	(per year)
25	210	172	$10.00	$5.81
40	490	402	$16.00	$3.98
60	855	701	$24.00	$3.42
75	1180	968	$30.00	$3.10
100	1750	1435	$40.00	$2.79
150	2800	2296	$60.00	$2.61
200	3850	3157	$80.00	$2.53
Tungsten Halogen (Quartz) (TH)				
75	1400	1302	$30.00	$2.30
100	1800	1674	$40.00	$2.39
150	2800	2604	$60.00	$2.30
200	3600	2952	$82.00	$2.78
250	5000	4650	$100.00	$2.15
300	6000	4920	$123.00	$2.50
500	10100	9393	$200.00	$2.13

4.050 Typical Lumen Outputs for "Neon" Luminous Tube Lighting

The tables below list initial luminous outputs, in lumens per foot, for a selection of luminous tube or "neon" products. These values are useful for calculating luminous outputs of decorative, non-sign luminous tube lighting, for determination of compliance with outdoor lighting regulations that address the total amount of light (measured in lumens) used in development projects.

These figures are values provided by the manufacturers. Actual lumen outputs may vary due to various factors including processing methods and tube age. Many manufacturers carry a greater variety of colors, tube diameters, and current ratings than listed here; contact the manufacturer for detailed information.

Color	Tube Diameter and Current Rating			
	12 mm		15 mm	
	30 mA	60 mA	30 mA	60 mA
EGL 4500 White	160	–	160	290
V-4500	210	–	180	320
6500 Snow White	170	–	150	260
8300 Brite White	160	–	140	250
EGL 3500 White	170	–	150	280
V-3500	190	–	160	300
3000 Warm White	210	–	180	340
C.L. Designer 28	250	–	210	400
C.L. Designer 30	260	–	220	410
C.L. Designer 35	250	–	210	400
C.L. Designer 41	240	–	200	380
C.L. Designer 65	240	–	200	390
EGL H-37 Pink	120	–	110	210
Coral Pink	170	–	130	270
Flamingo	125	–	100	200
Purple	100	–	90	160
Violet II	65	–	50	100
E-40 Blue	110	–	110	190
E-40 Blue (Neon)	70	–	50	90
Horizon Blue	100	–	80	170
E-12 Turquoise	180	–	170	310

Color	Tube Diameter and Current Rating			
	12 mm		15 mm	
	30 mA	60 mA	30 mA	60 mA
E-20 Turquoise	140	–	130	240
E-21 Aqua	240	–	160	290
E-10 Green	240	–	210	380
Tropic Green	270	–	240	420
Seacrest	190	–	150	290
FMS 8300 Brite White	170	265	145	240
FMS 6500 Snow White	175	275	150	250
BL6500 HO White	195	305	170	280
BL4500 HO White	190	295	160	270
BL3500 HO White	170	270	150	245
BL3000 HO White	160	250	135	225
BL2800 TC White	235	370	205	340
BL32 Aquamarine	150	235	130	215
BL33 Green	250	375	215	365
BL34 Mint Green	105	165	90	150
BL35 Vine Green	145	230	125	210
BL49 Magenta	40	60	35	55
BL50 Ice Blue	45	70	40	65
BL51 Rich Blue	85	135	75	125
BL54 Turquoise	180	280	155	255
BL55 Blue	105	170	100	165

Color	Tube Diameter and Current Rating			
	12 mm		15 mm	
	30 mA	60 mA	30 mA	60 mA
BL56 Argon Pink	120	170	105	155
BL58 Lavender	90	140	80	125
BL59 Purple	50	70	45	60
BL60 Sun Yellow	175	275	150	250
BL62 Clear Gold	130	200	110	180
BL73 Deep Aqua	80	125	70	115
BL77 Royal Blue	70	100	60	90
BL80 Neon Red	45	70	40	60
BL92 Emerald Green	40	60	35	55
BL94 Bromo Blue	35	55	30	50
BL95 Grape	25	35	20	30
BL96 Noviol Gold	95	150	80	135
BL97 Sunset Gold	90	140	80	130
BL98 Ruby Red	40	60	35	55
Trilite 6500	190	359	162	307
Trilite 5000	201	380	172	325
Trilite 4600	189	354	162	303
Trilite 4200	185	344	158	294
Trilite 3500	226	400	193	342
Trilite 3000	200	365	171	312
Softlite	215	385	184	329

Color	Tube Diameter and Current Rating			
	12 mm		15 mm	
	30 mA	60 mA	30 mA	60 mA
Warm White	154	287	132	246
White	174	318	149	290
White 3500	169	282	145	241
Daylight	196	354	168	303
White 4500	192	344	164	294
V5100	132	248	113	212
Northlight	186	308	159	263
Snow White	151	272	130	233
White 6500	121	215	104	184
Super White	139	246	119	211
V4T5B	151	241	129	206
6500HO	120	226	103	193
8300	116	204	99	175
2400 White	186	329	159	281
Light Blue	69	109	59	93
Standard Blue	44	77	38	66
Brilliant Blue	46	83	39	71
Midnight Blue	10	19	9	16
Deep Blue	7	12	6	11
Maroon	2	4	2	3
Purple	4	8	4	7

Color	Tube Diameter and Current Rating			
	12 mm		15 mm	
	30 mA	60 mA	30 mA	60 mA
Purple Haze	34	55	29	47
Orchid	44	76	37	65
Magenta	71	120	61	103
Lavender/Lilac	94	183	80	156
Peach	116	205	99	176
Pale Pink	109	184	93	157
Rose Pink	92	161	79	138
Argon Pink	110	205	94	176
Bright Pink	47	76	40	65
Shocking Pink	45	71	38	61
Fluorescent Red	48	78	41	67
Clear Red	46	73	39	62
Ruby Neon	15	23	13	20
Brilliant Red	21	34	18	29
Argon Red	24	34	21	30
Turquoise	153	267	131	228
Aquamarine	150	262	128	224
Brilliant Yellow	153	272	131	233
Buttercup Yellow	158	298	135	255
Golden Yellow	63	107	54	91
Amber	54	78	46	67

Color	Tube Diameter and Current Rating			
	12 mm		15 mm	
	30 mA	60 mA	30 mA	60 mA
Brilliant Orange	61	161	46	138
Standard Green	160	313	158	268
Emerald Green	231	411	198	351
Deep Green	17	27	14	23
Lime Green	123	205	105	176
Apple Green	161	270	138	230
Ultra Violet	16	29	14	25
New Gold	131	231	112	198
Old Gold	104	185	89	158
Brite Yellow	143	251	122	215
Vee Green	184	313	157	268
Neo Blue	3	5	2	4
Neo Ruby	13	20	11	17
Green	385	655	325	575
Aquamarine	335	570	280	500
Warm White	240	435	200	380
Allura	225	400	190	350
Decora	220	395	185	345
Turquoise	215	375	180	330
4500 White	195	335	165	295
Clear Bright Yellow	195	335	165	295

Color	Tube Diameter and Current Rating			
	12 mm		15 mm	
	30 mA	60 mA	30 mA	60 mA
3500 White	190	330	160	290
6500 Snow White	180	330	150	285
Mercury Rose	180	330	150	285
8300 Bright White	165	295	140	260
Clear Gold II	175	295	145	260
Pink White	135	240	115	210
Blue	130	230	110	200
Sparkling Blue	105	175	90	155
Green/Neon	95	150	80	130
Blue/Neon	85	135	70	120
Purple	5	80	40	70
Clear Red	43	61	36	54

Appendix ~~5~~3

Additional Information Applicable to Division 10-50.90, Resource Protection Standards

Sections:

~~5~~3.010 Purpose

~~5~~3.020 Implementation of the Flagstaff Fire Department (FFD) Firewise Process

~~5~~3.030 Summary of How to Apply Resource Protection Standards

~~5~~3.010 Purpose

This appendix provides additional information relative to the application of standards to protect rural floodplains, steep slopes and forest resources as required in Division 10-50.90, Resource Protection Standards. Section 5.020 describes how the Flagstaff Fire Department implements various codes to ensure that Flagstaff is a firewise community by providing an overview of the stewardship programs that typically occur before forest resources are calculated on a site subject to new development. Section 5.030 provides an overview of how to apply the standards for the protection of rural floodplains, steep slopes and forest resources as required in Division 10-50.90, Resource Protection Standards.

~~5~~3.020 Implementation of the Flagstaff Fire Department (FFD) Firewise Process

A. The *International Code Council (ICC) International Wildland Urban Interface Code (WUI)* current edition (in 2006 the City adopted the edition which may be updated in the future as new editions are published) was adopted with amendments into Title 5 (Fire Prevention Code) of the City Code in February 2008.

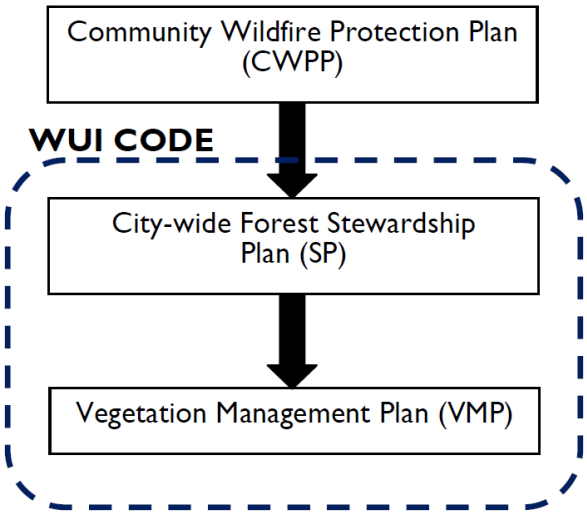
B. With regard to wildland stewardship, forest health and community protection from wildfire, the City has a number of documents that are closely related. The Resource Protection Standards in the Zoning Code (Division 10-50.90) are applied subsequent to the implementation of these documents/processes. The figure below summarizes the resource protection process in Flagstaff.

Figure ~~5~~3-020A

Summary of the Tree Resource Process

As Applied by the Flagstaff Fire Department

Applies to Greater Flagstaff:



Establishes priorities for protecting Flagstaff from wildfire.

Internal to City:

A general statement of what needs to occur to protect Flagstaff from fire and to restore a healthy forest.

Site Specific Operations:

Essentially implements the WUI on a development site.

1. Community Wildfire Protection Plan (CWPP).

    a. The Healthy Forests Restoration Act passed by Congress in November 2003 authorizes development of CWPPs.

    b. The CWPP has been adopted by the Council and the Coconino County Board of Supervisors and has been approved by the State of Arizona.

    c. The CWPP is consistent with the Governor's "Statewide Strategy for Restoring Arizona's Forests."

    d. It establishes priorities for protecting Greater Flagstaff (actually a bigger area than the FMPO boundary) from wildfire by establishing goals, policies and strategies for the long term protection of Greater Flagstaff from wildfire.

2. City-Wide Forest Stewardship Plan by the Flagstaff Fire Department.

    a. The City-wide forest stewardship plan essentially implements the WUI Code.

    b. It is implemented within the Flagstaff city limits only.

    c. The plan is a generic statement of coordination of the general issues and of what needs to occur to protect the community from fire and to restore forest health.

3. Site Specific Vegetation Management Plan.

   a. A vegetation management plan implements the WUI Code on a site-specific basis.

   b. It establishes site-specific operations for tree thinning or removal.

   c. It is a refinement of the City-wide forest stewardship plan.

~~5~~3.030 Summary of How to Apply Resource Protection Standards

The following narrative provides a step-by-step summary of resource protection requirements and procedures as specified in Division 10-50.90, Resource Protection Standards. This division should be referred to for additional information.

A. The City of Flagstaff Overlay District Map (available at www.flagstaff.az.gov/zoningcode) should be consulted to determine whether the proposed development site is subject to resource protection standards. All parcels located within the Resource Protection Overlay (RPO) are subject to resource protection (See Section 10-40.50.030(A)(4), Resource Protection Overlay).

B. The minimum amount of resources required to be retained and protected on the subject site must be determined.

1. Floodplain Resources. Defined in Section 10-50.90.040, Floodplains, these include urban and rural floodplains. While urban floodplains may sometimes be disturbed (subject to review and approval by the Stormwater Manager), rural floodplains must remain undisturbed. Rural floodplains are mapped in Section 10-90.40.030, Rural Floodplain Map.

2. Steep Slope Resources. Table 10-50.90.050.A, Slope Protection Thresholds, indicates the slope area which must be protected based upon the steepness of the slope and the zone in which the site is located. A methodology for calculating steep slopes on a site is provided in Section 10-50.90.050(C).

3. Forest Resources. Table 10-50.90.060.A, Forest Resource Protection Thresholds as a Percentage of Site Area, establishes the minimum amount of forest resources that must be retained on the site by land use category.

4. The table below provides a summary of resource protection factors as a percentage of site area according to the zone/land use in which the site is located.

Summary of Resource Protection Factors as a Percentage of Site Area					
Resource Type	Public Lands	Residential	Commercial	Industrial	TNCP
Rural Floodplain	100%				
Urban Floodplain	N/A[1]				
Slopes:					
0 – 16.99%	No protection required				
17% – 24.99%	60%	70%	60%	60%	70%
25% – 34.99%	80%				
35% and greater	No development allowed[2]				
Forest	30%	50%	30%	20%	30%

End Notes:

[1] Proposed disturbances to urban floodplains shall be reviewed by the Stormwater Manager.

[2] Even though no development is allowed on areas with slopes of 35% and greater, these slope areas may be used to determine the overall resource area to be protected.

C. A resources survey for the site is required to be completed in compliance with the requirements of Section 10-50.90.070, Resources Survey Requirements. This survey requires the identification of all natural resources on the site and a recommendation for protection and/or mitigation measures. The necessary maps (topographic, aerial photograph, etc.) and a narrative describing each resource as it exists on the development site shall also be provided in accordance with the following:

1. Floodplains: Section 10-50.90.040, Floodplains;

2. Steep slopes: Section 10-50.90.050, Steep Slopes; and

3. Forest: Section 10-50.90.060, Forest, and Sections 10-50.90.070(C)(3) through (9), and 10-50.90.070(D).

D. The details of how to calculate the amount of resources to be protected on a site are explained in the narrative below. An example site is described in subsection (F) of this section.

1. Rural Floodplains. Calculate the area of the development site located in rural floodplains, as designated on the Rural Floodplain Map (Division 10-90.30). Indicate these areas on a topographic map of the development site, and include a narrative describing these areas. Apply the protection thresholds summarized in the table to determine the areas required for protection of rural floodplains.

2. Steep Slopes. Calculate the total area of the development site located in areas designated as steep slopes, as defined in Table 10-50.90.050.A, Slope Protection Thresholds. Indicate the required area of each slope category to be protected on a topographic map of the development site by applying the protection thresholds summarized in the table above to the total area with slopes. Include a narrative describing these areas.

3. Forest Resources. Submit maps and a narrative describing the forest resources located on the development site.

a. Determine the minimum percentage of forest resources which must be protected on the development site as designated in Table 10-50.90.060.A, Forest Resource Protection Thresholds as a Percentage of Site Area.

b. Provide a description of the ecological value of the ponderosa pine forest located on the development site, based upon tree size, condition and location.

c. Perform a survey of forest resources located on the development site, with required methods of survey dependent upon the size of the site. Note that the survey of forest resources will commence after any required pre-thinning as approved by the Flagstaff Fire Department has been completed.

(1) For sites less than five acres in size, 100 percent of the site must be surveyed for forest resources.

(2) For sites five or more acres in size, sampling of forest resources may be employed, using the following procedure to ensure that a diverse sample of the forest is achieved:

(a) The total site area shall be sampled by using a technique that distributes one-tenth acre circular plots across a minimum of 15 percent of the site. The one-tenth acre circular plots shall be distributed across the site on a series of transect

lines. The distance between the sample plots along the transect line and the distance between the transect lines should be approximately the same, and will vary based on the size of the site to ensure that a 15 percent representative sample is achieved.

(b) Each circular plot will be mapped on a site plan that accurately shows tree locations, or on a recent aerial photograph of the site. The centers of the one-tenth acre plots must be staked and numbered, and included on the site plan to enable verification of the survey's accuracy. The circular plots must be placed no closer than the radius of the plot (i.e., 37 feet) from any property line.

(c) Within each circular plot, all trees will be mapped, and with each tree, data shall be collected to identify its species, ecological value, overall health and condition, and diameter. Based on the diameter of the tree, points shall be assigned to the tree from Table 10-50.90.070.A, Point Rating System for Ponderosa Pines, or Table 10-50.90.070.B, Point Rating System for Other Native Trees.

(d) After completing a survey of all trees within all the circular plots on the site to achieve a minimum 15 percent sample of the area of the site, the data can be compiled to calculate the total number of points and trees that need to be protected on the site.

(e) Note that Section 10-50.90.030, Priority for Resource Protection, provides specific standards to prioritize the protection of trees within a development site.

(3) After mapping of the forest resources has been completed and points have been assigned as described above, the forest resources to be protected on the site are determined by applying the protection thresholds summarized in the table above to the total number of points for the trees mapped on the site. Note that the applicant has flexibility to determine which trees may be removed and which are required to be preserved (provided that no less than the required minimum number of trees as established in the summary table provided above are preserved), based on their locations on the site.

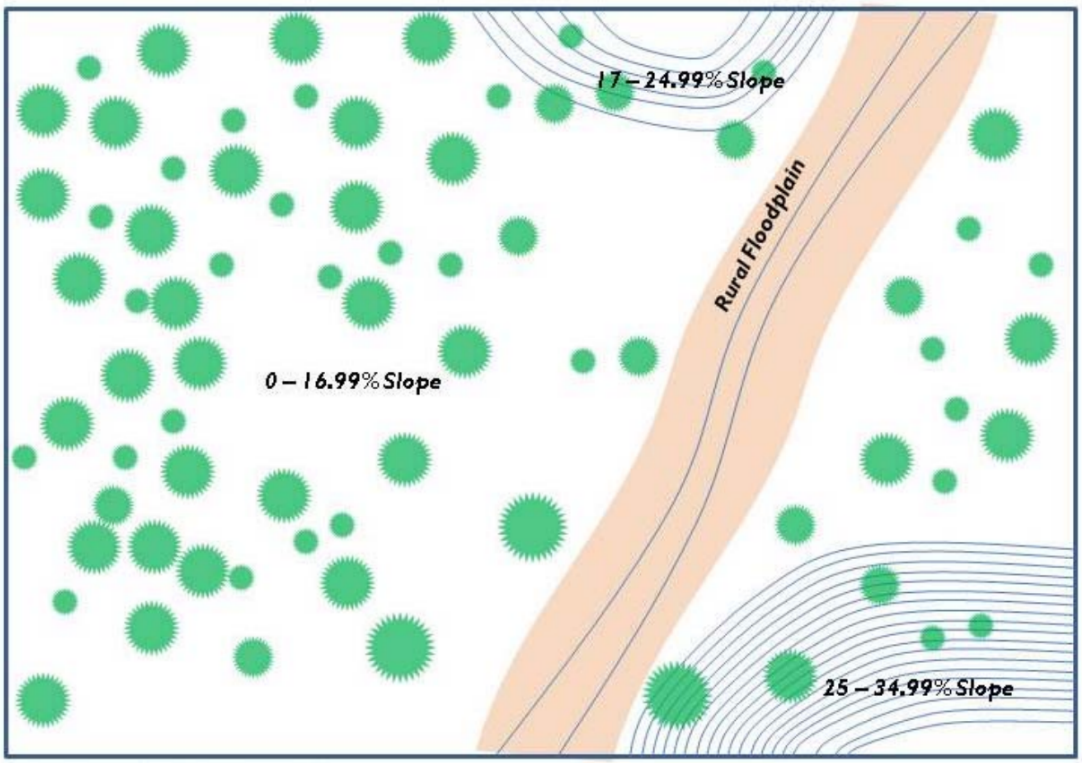
(4) When determining which trees may be removed and which should be preserved, it is important to apply the standards in Section 10-50.90.030(B)(3), Priority for Resource Protection, as this section establishes rules for prioritizing forest resource protection. For example, forest resources located in areas that connect to urban and rural floodplains or that are located in steep slope areas are more important than those located elsewhere on the site.

E. A natural resources protection plan, the purpose of which is to protect existing trees during construction, shall also be prepared in accordance with Section 10-50.90.080, Natural Resources Protection Plan, to be submitted with the grading plan for the development site.

F. Sample Resources Calculation. A hypothetical 8.8-acre site that includes a rural floodplain, steep slopes and forest resources is mapped in the illustration below.

Figure ~~5~~3.030B

Sample Site Plan – Existing Conditions



Site Size = 8.8 ac (383,320 sq. ft.)

1. Rural Floodplain. The rural floodplain covers approximately 51,000 square feet of the site, and it must be 100 percent protected. The only permitted disturbance to this area includes roadway and utility crossings.

2. Steep Slopes. Table 10-50.90.050.A, Slope Protection Thresholds, indicates that for residential uses, 70 percent of slopes measuring 17 to 24.99 percent must be protected; 80 percent of slopes measuring 25 to 34.99 percent must be protected; and, that no slope protection is required for slopes less than 17 percent.

The following table shows the area that is required to be protected in each of the slope categories by using this simple formula:

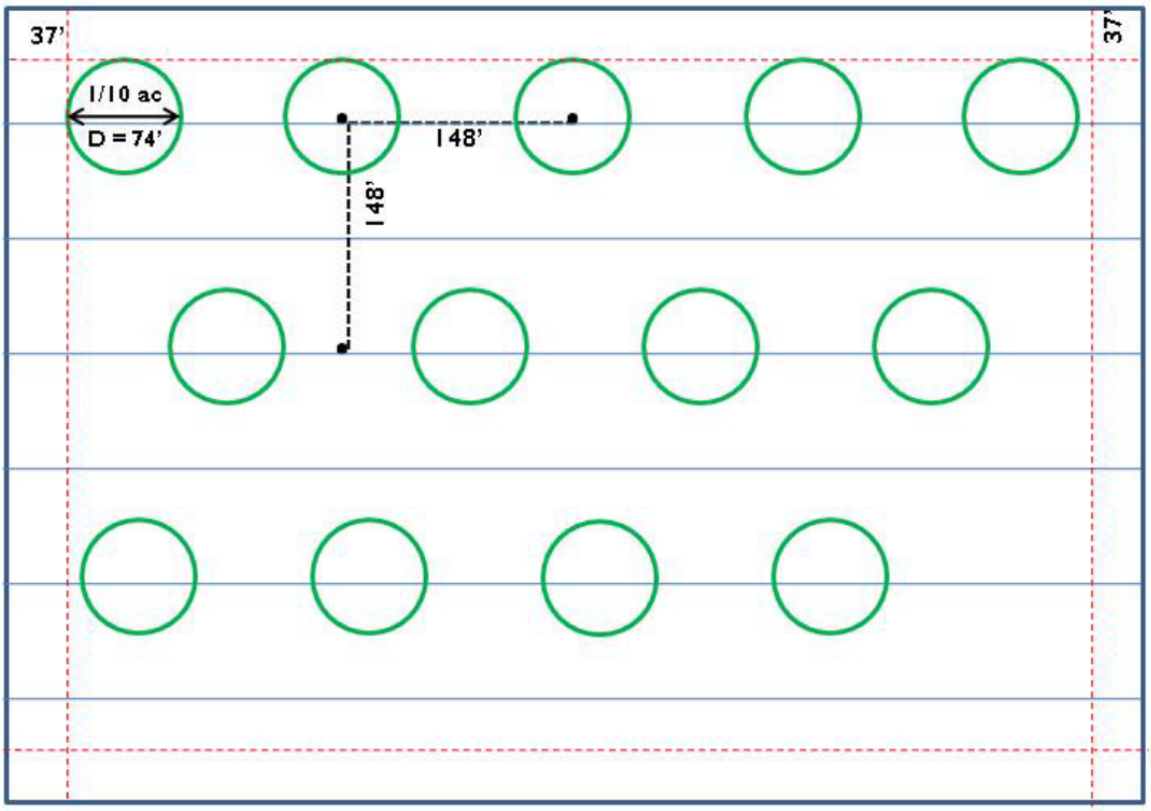
Area in each slope category x Protection Threshold (%) = Area to be protected.

Sample Slope Calculation			
Slope	Protection Threshold	Approximate Area in Sample	Minimum Area to Be Protected
0 – 16.99%	0%		
17 – 24.99%	70%	14,000 sq. ft.	9,800 sq. ft.
25 – 34.99%	80%	35,000 sq. ft.	28,000 sq. ft.
35% and greater	100%	0 sq. ft.	0 sq. ft.

3. Forest Resources. The sample site is larger than five acres in size, and therefore it may be sampled using a simple technique that distributes one-tenth acre circular sample plots across a minimum of 15 percent of the site (one-tenth acre equals 4,356 square feet). The circular sample plots are distributed across the site on a series of transect lines. The distance between the sample plots along the transect line and the distance between the transect lines should be approximately the same, and will vary based on the size of the site to ensure that a 15 percent representative sample is achieved. The circular plots must be placed no closer than the radius of the plot (i.e., 37 feet) from any property line.

Figure ~~5~~3.030C

Sample Site Plan – Distribution of One-Tenth Acre Sample Circular Plots



Site Size = 8.8 ac (383,320 sq. ft.)

383,320 × 15% = 57,498 sq. ft. [area to be sampled]
57,498 / 4,356 = 13 [1/10 acre circular plots req.]

a. As the proposed use of the site is a residential development, the forest resource protection threshold is 50 percent, which is determined from Table 10-50.90.060.A, Forest Resource Protection Thresholds as a Percentage of Site Area.

b. The area of the site is 8.8 acres (383,320 square feet). Therefore, the minimum area to be sampled is: 383,320 (15 percent) equals 57,498 square feet.

c. The number of one-tenth acre circular plots is determined by dividing the minimum area to be sampled by the area of a one-tenth-acre circular sample plot: 57,498/4,356 equals 13.

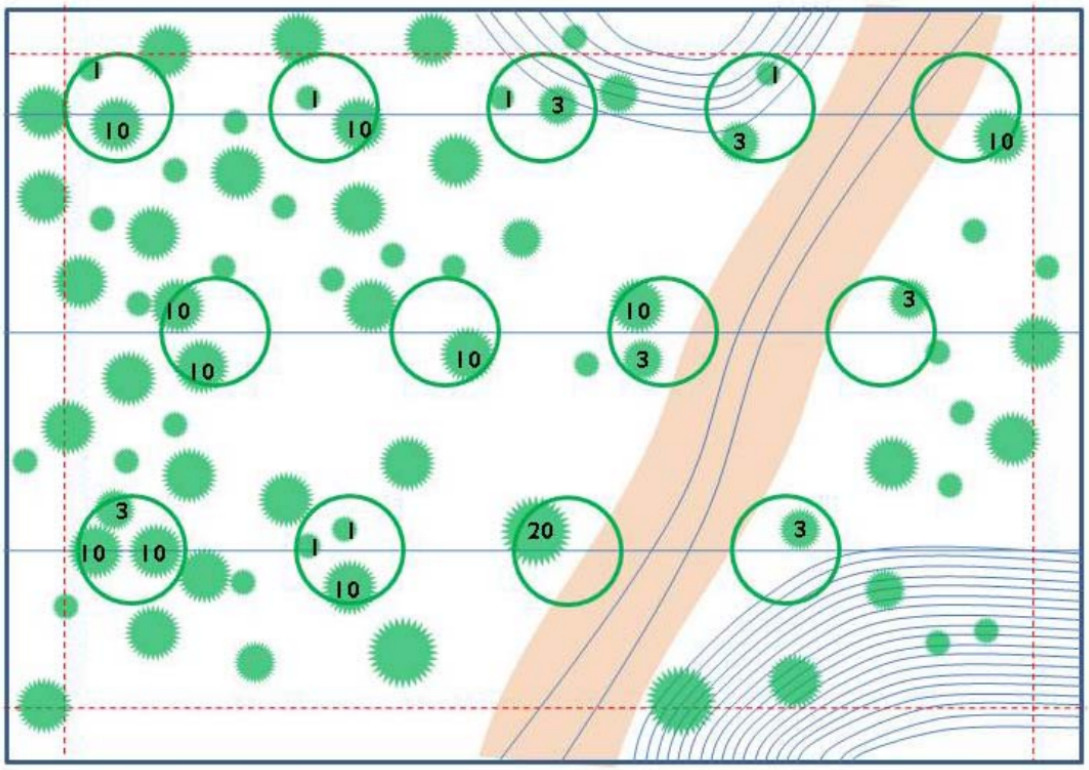
d. The diameter of a one-tenth-acre circular sample plot is 74 feet. Therefore all sample plots need to be placed a minimum of 37 feet from any property line.

e. The 13 sample plots are distributed across the site such that they are equally spaced from each other along a transect line and between transect lines. In this example the distance between circular plots on separate transect lines is 148 feet (from center), and the distance between circular plots on the same transect line is also 148 feet (from center).

f. As shown on the site plan below, points are assigned to trees based on their diameter at breast height (DBH) measured in inches. Note that if a tree is located only partially within the circular sample plot it is only counted if 50 percent or more of the tree is within the sample plot.

Figure ~~5~~3.030D

Sample Site Plan – Distribution of Sample Plots Relative to Tree Locations



Site Size = 8.8 ac (383,320 sq. ft.)

Points assigned to each tree are determined by the diameter at breast height (DBH) of each tree, as indicated in Table 10-50.90.070.A (Point Rating System for Ponderosa Pines).

g. The total of forest resource points for all trees within the sample plots can then be calculated using the values provided in Table 10-50.90.070.A, Point Rating System for Ponderosa Pines.

Sample Forest Resource Calculation				
Tree Canopy	DBH in Inches	Points	# in Sample	Total Points
	8 – 12	1	6	6
	13 – 17	3	6	18
	18 – 24	10	10	100
	25 +	20	1	20
				144

h. As the values in the table above are only for the 15 percent sample area, the total number of forest resource points for the entire site must be calculated:

(Total points from sample x 100) / 15 = Points for entire site, i.e., (144 x 100) / 15 = 960 total points

i. To apply the forest resource protection threshold for the site as a residential use (50%), use the following simple formula:

(Points for entire site) x 50% = Resources (points) to be retained on site, i.e., 960 x 50% = 480

Therefore, a total of 480 forest resource points must be retained on the site. To determine which trees may be removed and which should be preserved, it is important to apply the standards in Section 10-50.90.030(B)(3), Priority for Resource Protection, as this section establishes rules for prioritizing forest resource protection. For example, forest resources located in areas that connect to urban and rural floodplains or that are located in steep slope areas are more important than those located elsewhere on the site.

Appendix ~~6~~4
Additional Information on Affordable Housing

Sections:

~~6~~4.010 Purpose

~~6~~4.020 Affordable Housing Categories

~~6~~4.010 Purpose

Division 10-30.20, Affordable Housing Incentives, implements the City's Incentive Policy for Affordable Housing (IPAH), which is intended to foster the preservation and production of permanent affordable housing units. The Division encourages the preservation and production of affordable units by providing increased residential densities and other developer incentives for projects that guarantee that at least a portion of the housing will be affordable. The intent is to narrow the housing deficit for households that cannot afford market-priced rental or for-sale housing. In conjunction with market dynamics, the Council sets policies on the area median income the City will serve. This information will be updated in the IPAH document.

~~6~~4.020 Affordable Housing Categories

Table ~~6~~4-020.A lists the household income ranges most recently updated by the Council for the four categories for housing affordability noted in Table 10-30.20.040.A and Table 10-30.20.040.B, and included within the IPAH document. This information is provided in this Appendix for the convenience of users of this Zoning Code, and it will be updated following Council action on the IPAH document. In the event of a conflict between the household income ranges provided below and those established in the IPAH, the household income ranges in the IPAH document shall control.

Table ~~6~~4.020.A: Household Income Ranges as Approved by the Council, October 2009

Category	Description
1	This category serves up to 80% of the area median income, and it provides permanent affordability through both rental and ownership opportunities.
2	This category serves between 81 and 100% of the area median income, and it is reserved for ownership opportunities only.
3	This category serves up to 120% of the area median income with sustainability/green building provisions throughout the entire development.
4	This category serves up to 100% of the area median income with no permanent affordable housing provision.

Appendix ~~7~~5

List of Major Arterial Streets

Sections:

~~7~~5.010 Purpose

~~7~~5.010 Purpose

This list of major arterial streets in the City of Flagstaff has been compiled from maps in the Flagstaff Regional Map. The list may be used to identify major arterial streets, and therefore, where Type A freestanding signs as established in Section 10-50.100.060(E)(4)(b)(7) may be located. Type B freestanding signs are permitted on all other street classifications within the City.

A List of Major Arterial Streets in the City of Flagstaff

Major Arterial Name	Description
Business 40 (Commonly referred to as Route 66 or Santa Fe Avenue)	From the intersection with Milton Road at City Hall to the E. Route 66 intersection.
U.S. Highway 89	From the intersection with Country Club Drive north to the City limits.
U.S. Highway 89A	From the southern City limits to the intersection of South Park Road and John Wesley Powell Boulevard.
	Milton Road from Interstate 40 to the East Route 66 intersection at City Hall.
U.S. Highway 180	North Humphreys Street and Fort Valley Road to the northern City limits.
	South Country Club Drive between Interstate 40 and East Route 66

ORDINANCE NO. 2026-26

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-26-00070 – OUTDOOR LIGHTING UPDATE"; 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 10-50: Supplemental to Zones, Division 10-50.70: Outdoor Lighting to update Class 1 and Class 3 lighting standards to assure that dark skies remain a resource to be enjoyed by the Flagstaff community and its visitors; and

WHEREAS, the City of Flagstaff wishes to amend Zoning Code appendices to remove out of date information by deleting Appendix 1.1, 1.2, 1.3, 2, and 4 and renumbering the remaining appendices; and

WHEREAS, a citizen review session was held at the Planning Commission work session on September 9, 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 September 23, 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-26-00070 – Outdoor Lighting Update", 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. 2026-51.

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-26-00070 – Outdoor Lighting Update", 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. 2026-51 of the City of Flagstaff, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this ordinance and its provisions are hereby declared to amend the Flagstaff City Code, replacing and superseding the existing relevant provisions of the City Code, as set forth therein.

SECTION 3. The amendment is consistent with and conforms to the goals of the Regional Plan (General Plan).

SECTION 4. The amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City, and will add to the public good as described in the General Plan.

SECTION 5. The amendment is internally consistent with other applicable provisions of this Zoning Code.

SECTION 6. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 7. Severability

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 8. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 9. Effective Date

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

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

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

HOUSING IMPACT STATEMENT
PZ-26-00070 OUTDOOR LIGHTING UPDATE

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 new limitations to the amount of Class 3 Lighting (architectural or decorative lighting). This limitation has no impact on the average cost to construct housing for sale or rent.

2. A description of any data or reference material on which the proposed zoning text amendment is based.

   Staff worked with local dark sky experts to prepare this amendment.

3. A description of any less costly or less restrictive alternative methods of achieving the purpose of the proposed zoning text amendment.

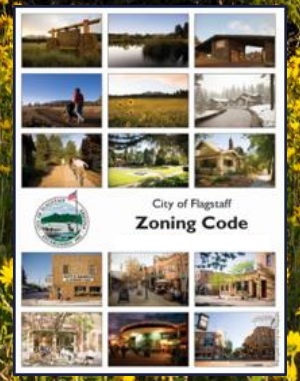
   None.

Zoning Code Amendment
Outdoor Lighting Update

PZ-26-00070

Tiffany Antol, AICP
Zoning Code Manager

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER



Outdoor Lighting Update

Introduction

The purpose of this text amendment is to set specific limitations on the use of Class 3 Lighting.

Class 3 Lighting is outdoor lighting used for decorative purposes. All light sources may be used for Class 3 Lighting including technologies that allow for the color of the light to change so long as the colors change less than every two minutes. Examples of Class 3 Lighting applications include the following:

a. Architectural illumination;
b. Flag and monument lighting; and
c. Landscape lighting and the illumination of trees, shrubs, and other vegetation.

The Amendment also removes outdated reference material from the appendices of the Zoning Code.

Outdoor Lighting Update

Proposed Amendment

- Amend **Chapter 10-50: Supplemental to Zones, Division 10-50.70: Outdoor Lighting, Section 10-50.70.050: General Requirements – All Lighting Zones** to relocate language regarding Total Outdoor Light Output and move Flag and Monument lighting from Class 3 to Class 1.
- Amend **Section 10-50.70.050.B: Total Outdoor Light Output** and associated **Table 10-50.70.050.B: Maximum Total Outdoor Light Output Standards** to clarify what is included in Total Outdoor Light Output and add new standards for Class 3 lighting (architectural or decorative lighting). The substantive addition is as follows:
    - *Class 3 lighting that does not use Narrow-Spectrum Amber sources is limited to either 10% of the Total Outdoor Light Output or 3,500 lumens, whichever is greater. Class 3 lighting that does not use Narrow-Spectrum Amber sources shall not exceed 10,000 lumens on any Development Site.*

Outdoor Lighting Update

Proposed Amendment

Amend **Table 10-50.70.050.C: Shielding Standards** to correct residential development requirements and clarify that unshielded fixtures are not permitted.

Amend **Chapter 10-80: Definitions, Division 10-80.20, Section 10-80.20.060 (“F”)** to clarify the definition of “Fixture, Partially Shielded.”

Update **Title 10 Flagstaff Zoning Code Appendices** by deleting outdated materials (Appendix 1.1, 1.2, 1.3; Appendix 2; Appendix 4), and renumbering remaining appendices as appropriate.

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.

Outdoor Lighting Update

The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan.

There are no Core Priority goals and policies that apply to this amendment.

The following Complementary Priority from Natural and Cultural Resources supports the proposed amendment.

Natural Resource Stewardship Goal (RS): The Region stewards its natural resources using scientific, social, economic, and cultural best practices.

- Policy RS.1: Preserve dark skies as a natural resource that supports ecosystem health and brings scientific and economic benefits to the Region.

Outdoor Lighting Update

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 amendment is intended to set specific standards for outdoor lighting that is decorative in nature.

Outdoor Lighting Update

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.

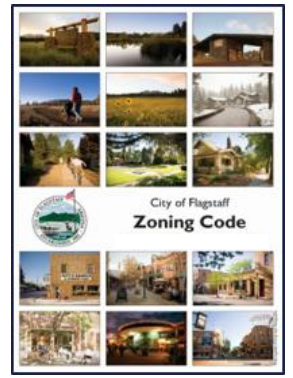
Outdoor Lighting Update

Recommendation

The Planning and Zoning Commission, in accordance with the findings presented in this report, makes a recommendation to the City Council for approval of PZ-26-00070 Outdoor Lighting Update Zoning Code Text Amendment by a vote of 5-0.

Outdoor Lighting Update

Questions, Comments, and Suggestions



CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Dustin Stiffler, Associate Planner

Date: 10/28/2026

Meeting Date: 11/03/2026

TITLE:

Consideration and Adoption of Ordinance No. 2026-28: An ordinance amending the Flagstaff zoning map to rezone approximately 13.01 acres of real property from the Rural Residential (RR) zone with partial Resource Protection Overlay (RPO) to Single-Family Residential (R1) with full RPO.

STAFF RECOMMENDED ACTION:

1. Read Ordinance No. 2026-28 by title only for the final time
2. City Clerk reads Ordinance No. 2026-28 by title only (if approved above)
3. Adopt Ordinance No. 2026-28.

Executive Summary:

Request by applicant to rezone 13.1 acres from Rural Residential with partial Resource Protection Overlay (RPO) to Single-Family Residential (R1) with full RPO. This amendment would allow for single-family residential development. Planning and Zoning Commission voted to move the request to City Council with a recommendation of approval on September 23, 2026.

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.

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.
The Planning & Zoning Commission recommends the following two conditions:
1. The required water and sewer mains shall be extended from the existing Sioux Drive throughout the proposed development as determined at Civil Plan Review.
2. Certificate of Occupancy shall not be issued until the Wild Cat Interceptor Project has been completed.

Background and History:

The applicant, Mary Bostwick/Bostwick Enterprises, LLC, is requesting a Concept Zoning Map Amendment to rezone 13.01 acres of real property generally located at 4200 South Lake Mary Road from the RR Zone with the RPO to the R1 Zone with the RPO for the purpose of developing the Site as a 49-unit single-family residential subdivision utilizing a Planned Residential Development. Primary access to the site will be from E Sioux Drive. The 13.01 acres is currently comprised of 4 parcels, adjacent to one another, and located to the North of E JW Powell Boulevard and to the East of S Lake Mary Road. The current use of the site is Travel Accommodations in the form of a cabin resort.

Connection to PBB Priorities and Objectives:
Livable Community:

- Actively support attainable and affordable housing through the City's 10-Year Housing plan as well as other projects and opportunities
- Provide amenities and activities that support a healthy lifestyle

Connection to Regional Plan:
An analysis of the Regional Plan goals and policies is included in the attached Planning and Zoning Commission staff report.

Connection to Carbon Neutrality Plan:
HA-1: Create housing options for households at all income levels and family sizes occupied by local residents.

Connection to 10-Year Housing Plan:
Create 2.2: Identify suburban areas to support greater density and intensity of development

---

Attachments:
Ord. 2026-28
Application
Staff Report
Narrative
Legal Description
Concept Zoning Plan
Regional Plan Analysis
Neighborhood Meeting Plan
Neighborhood Meeting Record of Proceedings
Legal Ad
Traffic Impact Analysis
Waster and Sewer Impact Analysis

ORDINANCE NO. 2026-28

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF ZONING MAP TO REZONE APPROXIMATELY 13.01 ACRES OF REAL PROPERTY GENERALLY LOCATED AT 4200 S LAKE MARY ROAD (APNs 105-05-001A, 105-05-002B, 105-05-002C, AND 105-05-002D) FROM THE RURAL RESIDENTIAL (RR) ZONE WITH PARTIAL RESOURCE PROTECTION OVERLAY (RPO) TO SINGLE-FAMILY RESIDENTIAL (R1) ZONE WITH FULL RPO; PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, Mary Bostwick/Bostwick Enterprises, LLC ("the Applicant"), has applied for the rezone of approximately 13.01 acres of real property located within the City of Flagstaff from the Rural Residential (RR) zone with a partial Resource Protection Overlay (RPO), a legal description of which is provided in Exhibit A attached hereto and incorporated by this reference ("the Property"), to Single-Family Residential (R1) zoning with the Resource Protection Overlay (RPO) for purposes of allowing Single-Family Residential development 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 July 01, 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 a hearing on September 23rd, 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 Rural Residential (RR) zone with partial Resource Protection Overlay (RPO) to Single-Family Residential (R1) zone with full 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 existing water and sewer mains within the existing Sioux Drive shall be extended throughout the proposed development.
2. Certificate of Occupancy shall not be issued until the Wildcat Interceptor Project has been completed.
3. All other requirements of the Zoning Code and other City codes, ordinances, and regulations shall be met by the proposed development.
4. 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 3rd day of November 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
Legal Description

Docusign Envelope ID: D79EAEF8-E387-4FF6-9A60-9937E2183202

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
Hidden Haven Estates Subdivision

Site Address	Parcel Number(s)	Subdivision& Lot Number	Site Acreage
4200 Lake Mary Road	105-05-001A, 002B, 002C, & 002D		13

Existing Zoning District	Proposed Zoning District	Existing Regional Plan Area and Place Type
RR	R1	Suburban Existing

Existing Use	Proposed Use
Resort	Single Family Residential

Property Information:

☐ Yes ■ No Located in an existing Local/National Historic District? (Name:_____)
■ Yes ☐ No Existing structures are over 50 years old at the time of application?
☐ Yes ■ No Subject property is undeveloped land?

Type of Zoning Map Amendment (Small, Medium, Large or Multi-Phase)
Medium

Property Owner(s)		Phone
Bostwick Enterprises, LLC		928-744-8959
Mailing Address	**City, State, Zip**	**E-mail**
4200 Lake Mary Road	Flagstaff, AZ 86005	arizonamountaininn@msn.com
Applicant(s)		**Phone**
Mary Bostwick		
Mailing Address	**City, State, Zip**	**E-mail**
Project Representative(s)		**Phone**
Ian Braun, PE		928-522-9287
Mailing Address	**City, State, Zip**	**E-mail**
618 E. Route 66	Flagstaff, AZ 86001	i.braun@cdeinc.org

Property Owner Signature (required)	Date	Applicant Signature	Date
DocuSigned by: Mary Bostwick	1/14/2026		

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

PLANNING AND DEVELOPMENT SERVICES REPORT

Concept Zoning Map Amendment: Hidden Haven Estates

PUBLIC HEARING
PZ-25-00087-02

DATE: September 1, 2026
MEETING DATE: September 23, 2026
REPORT BY: Dustin Stiffler

REQUEST:
A Concept Zoning Map Amendment (CZMA) requested by Mary Bostwick/Bostwick Enterprises, LLC, of approximately 13 acres located at 4200 S Lake Mary Road, APNs 105-05-001A, 105-05-002B, 105-05-002C, 105-05-002D from the Rural Residential (RR) zone with partial Resource Protection Overlay (RPO) to the Single-Family Residential (R1) Zone with RPO for all parcels. The applicant is requesting a rezone for the purpose of developing a 49-lot residential subdivision which will utilize a Planned Residential Development (PRD) design.

STAFF RECOMMENDATION:
Staff recommends the Planning & Zoning Commission, in accordance with the findings presented in this report, forward the Concept Zoning Map Amendment to the City Council with a recommendation to approve an amendment to the Zoning Map for 13.1 acres from the RR zone to the R1 zone with the RPO, with the following condition:

1. The required water and sewer mains shall be extended from the existing Sioux Drive throughout the proposed development as determined at Civil Plan Review.
2. C of O cannot be issued until the Wild Cat Interceptor Project has been completed.

PRESENT LAND USE:
The existing parcels total 13.01 acres and comprise the development site (the Site, hereon). The Site is currently used as travel accommodations which consists of small cabins throughout the Site.

PROPOSED LAND USE:
The applicant proposes to develop a single-family residential subdivision utilizing a PRD. One Unit Residential Development and PRD are permitted uses in the R1 Zone.

NEIGHBORHOOD DEVELOPMENT:
See the attached area context map.

North: Multi-family residential development, zoned Medium Density Residential (MR);
East: US National Forest (USNF), zoned RR;
South: USNF, zoned RR;
West: USNF, zoned RR; Multi-family residential development, zoned High Density Residential (HR).

REQUIRED FINDINGS:
The Commission shall find that the Concept Zoning Map Amendment meets the three findings for approval per City Code Division 10-20.50: Amendments to the Zoning Code Text and the Zoning Map.

I. Project Introduction

A. Background

The applicant Mary Bostwick/Bostwick Enterprises, LLC, is requesting a Concept Zoning Map Amendment for 13.01 acres from the RR Zone with the RPO to the R1 Zone with the RPO, located at 4200 South Lake Mary Road. The applicant is requesting a rezone for the purpose of developing the Site as a 49-unit single-family residential subdivision utilizing a PRD. Primary access to the site will be from E Sioux Drive.

The 13.01 acres is currently comprised of 4 parcels, adjacent to one another, and located to the North of E JW Powell Boulevard and to the East of S Lake Mary Road. The current use of the site is Travel Accommodations in the form of a cabin resort.

B. Zoning Map Amendment Process

An applicant requesting an amendment to the Zoning Map may elect to pursue either a "Direct to Ordinance with a Site Plan" or "Authorization to Rezone with a Concept Zoning Plan" per Section 10-20.50.040.D of the Zoning Code. An Authorization to Rezone with a Concept Zoning Plan decouples a Zoning Map Amendment application from an application for site plan review and approval. In this case, a concept zoning plan would be developed and submitted in support of the zone change request, and, assuming Council approval of the Zoning Map Amendment, a proposed subdivision plat, civil plans, and permits will be reviewed and approved.

A Concept Zoning Plan should consist of a plan with proposed use(s), vicinity maps, context maps, concept phasing, housing types if applicable and a proposed circulation map.

This Concept Zoning Map Amendment request proposes a 49-lot subdivision utilizing a PRD design. A Concept Zoning Plan accompanies this rezoning request to illustrate the development proposal.

C. Zoning Map Amendment Request

This Concept Zoning Map Amendment covers approximately 13 acres distributed across 4 parcels. The proposed changes in area to zones in the City of Flagstaff Zoning Map are as follows:

Changes in Land Use due to Proposed Zoning Map Amendment

Zoning	Acres Reduced	Acres Added
Rural Residential (RR)	13.01	0
Single-Family Residential (R1)	0	13.01

Summary of Parcels Included in the Zoning Map Amendment Request

Parcel Number (APN)	Location/ Description	Acres	Current Zoning	Has a Resource Protection Overlay (RPO)?
105-05-001A	Southwest parcel	2.7	RR	No
105-05-002B	Center parcel	1.0	RR	No

105-05-002C	Northeast parcel	8.1	RR	Partial – approx. 3 acres at the Northern end
105-05-002D	West parcel	1.2	RR	No

II. Application Review

On January 20, 2026, the applicant submitted the Concept Zoning Map Amendment. On April 14, 2026, the Inter-Division Staff (IDS) found the application Complete and began substantive review of the submittal. A copy of the application, Concept Zoning Plan, Narrative, and Regional Plan Analysis are attached to this report.

A. Zoning – City of Flagstaff Zoning Code

If this Concept Zoning Map Amendment request is approved, approximately 13.01 acres will be zoned R1 with a RPO from the current zoning designation of RR with a partial RPO.

i. Relevant Development Standards

Per Table 10-40.30.030.B., the R1 zone permits One Unit Residential Development and Planned Residential Development.

ii. Resource Protection

One of the four parcels in this rezoning request currently has a partial RPO, which covers approximately 3 acres of that parcel. Three of the parcels do not have the RPO. If this CZMA request is approved, all parcels will be included in the RPO. The R1 zone requires protection of 50% of the trees; 70% of the slopes with a grade of 17-24.99%, 80% of the slopes with a grade of 25-34.99%, and 100% of slopes with a 35% or greater grade.

There are no urban or rural floodplains, or FEMA designated floodways located on the parcels.

iv. Pedestrian and Bicycle Circulation Systems

There are not existing pedestrian or bicycle circulation systems on the subject development site. The proposed single-family subdivision will include roadways built to public standard; and easements or tracts will be provided to ensure access from the subdivision directly to the USFS land which surrounds the development site. There are existing Flagstaff Urban Trail System (FUTS) trails along S Lake Mary Rd and W JW Powell Blvd.

B. Public Systems Impact Analysis

A Traffic Impact Statement (TIS) has been prepared and conditionally approved for the proposed subdivision development. A Water and Sewer Impact Analysis (WSIA) has been conditionally approved subject to the completion of the Wild Cat Interceptor Project.

III. Zoning Map Amendment Findings

An application for a Zoning Map Amendment shall be submitted to the Planning Director, who reviews the application and prepares a recommendation. 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 three findings for approval of Zoning Map Amendments, per Division 10-20.50: Amendments to the Zoning Code Text and the Zoning Map:

1. The proposed amendment is consistent with and conforms to the goals of the General Plan and any applicable specific plans;
2. The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City and will add to the public good as described in the General Plan; and
3. The affected site is physically suitable in terms of design, location, shape, size, operating characteristics and the provision of public and emergency vehicle (e.g., fire and medical) access and public services and utilities (e.g., fire protection, police protection, potable water, schools, solid waste collection and disposal, storm drainage, wastewater collection, treatment, and disposal), to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

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.

A. Finding #1

The proposed amendment is consistent with and conforms to the goals of the General Plan and any applicable specific plans.

The proposed amendment must be found to be consistent with and in conformance with the goals and policies of the General Plan and any applicable specific plans. If the application is not consistent with the General Plan, and any other applicable specific plan, the applicable plan must be amended in compliance with the procedures established in Chapter 11-10 of the City Code (Title 11: General Plans and Subdivisions) prior to considering the proposed amendment.

i. Flagstaff Regional Plan 2030 Process and Analysis Summary

The application was made complete under the 2030 Regional Plan. When staff performs a Regional Plan (the "Plan") analysis, staff reviews all maps, text, and goals and policies to determine which are the most relevant in relation to the proposed application. The Plan's Future Growth Illustration on Maps 21 and 22 (same map; one is regional scale and one city scale) and the text of the Plan provide supplemental information for the interpretation of goals and policies. In the case of any conflict between the Future Growth Illustration and the Plan's goals and policies, the goals and policies will prevail. The Future Growth Illustration has two types of land use designations: "Area Types" describe the place-making context of Urban, Suburban, Rural, or Employment, and "Place Types" such as activity centers, corridors, and neighborhoods which provide the framework for the density, intensities, and mix of uses within the area types.

Staff have identified the subject parcels as Suburban and Area in White area types. The analysis was completed based on the Suburban Neighborhood area type. The Single-Family Residential (R1) zone is consistent with this area type.

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. These goals and policies are located within the applicant's narrative. The narrative identifies 32 Regional Plan Goals and Policies that support the proposed rezoning, and eight Goals or Policies that do not support the rezoning. The following is a discussion of how the project generally meets or conflicts with goals and policies in the Regional Plan. A detailed Regional Plan conformance analysis is included as an attachment to this staff report.

Regional Plan 2030 Goals and Policies that Support the Rezoning

The Goals and Policies that support this rezoning request can be found in the following Regional Plan categories: Environmental Planning and Conservation (E&C), Open Space (OS), Community Character (CC), Growth Areas and Land Uses (LU), Neighborhoods, Housing, & Urban Conservation (NH), Recreation (Rec), Transportation (T), Water Resources (WR), Cost of Development (CD). The applicant has summarized conformance as follows:

- **Environment and Natural Resources (E&C):** These Goals and Policies focus on the preservation of Flagstaff's natural resources, which include carbon neutrality, dark skies, existing forests and environmental assets. The proposed Hidden Haven Estates subdivision will utilize a PRD design to cluster development aside from areas of tree and slope resources. The PRD design will limit impact on the existing trees on the Site. The CC&R's will allow for all-electric homes and establish waste-limiting design features regarding recycling and low water-use irrigation systems. Additionally, the subdivision has been designed to maximize South-facing roof exposures for possible photo-voltaic installation and energy capture. The Site is in close proximity to two existing FUTS trails and will provide easements to allow connectivity from the Site directly to the surrounding US National Forest. The City of Flagstaff will collaborate with the USFS to establish the best location for connector trails from Hidden Haven to the nearby FUTS trails.
- **Growth Areas and Land Use (LU):** These Goals and Polices focus on infill and redevelopment in existing neighborhoods to provide diverse housing types, create a more connected community, and to meet the changing housing needs of the community. Hidden Haven will redevelop an existing cabin resort and leverage the land to increase housing supply in Flagstaff. The development will utilize existing utilities in Sioux Drive and continue the existing sidewalks along Sioux Drive throughout the proposed development to create a connected and walkable neighborhood. While the subdivision will utilize cul-de-sacs due to topographic constraints, there will be pedestrian trails between the two cul-de-sacs to allow for pedestrian connectivity. The Site sits .5 miles from existing NAIPTA transit stops and will allow for easy access to Flagstaff's transit system by foot or bike. The reinvestment in this area will strive to adapt to the existing neighborhood context and speak to the single-family homes that

currently sit to the North and West of the adjacent multi-family developments in the Bow and Arrow Acres Neighborhood.

- **Open Space and Recreation (OS, REC):** These Goals and Policies focus on the value, importance and conservation of, as well as the access to Flagstaff's natural areas. The proposed subdivision will provide the Code-required 15% common space which will include natural areas with picnic tables. Additionally, the surface detention basins will be designed to allow for use when dry. As the Site will be within the RPOZ, the priority of preserving existing tree and slope resources has been paramount in the design of the subdivision.
- **Water Resources / Stormwater / Soils (WR, LID, Soils):** These Goals and Policies focus on the conservation of water in the region, and include interventions to address surface water, ground water and reclaimed water. Additionally, Soils are addressed through specific building techniques and requirements to ensure building stability and to reduce erosion before, during and after development. The proposed subdivision will incorporate Low Impact Development (LID) principles through distributed detention, the flow of water on the site, and utilization of existing topography to address drainage requirements and conservation goals. The site will utilize strategically placed and designed detention basins at the entry to the subdivision at the North.
- **Community Character / Design / Heritage (CC, Heritage):** These Goals and Policies focus on the acknowledgement of existing neighborhood design and sense of place for redevelopment and the role that our natural setting and heritage resources play in the character of Flagstaff. The surrounding neighborhood's walkability and forested areas are carried on through pedestrian amenities and the PRD design to preserve natural resources. These considerations will allow for continuity from existing development to Hidden Haven to the surrounding forest. The City of Flagstaff's Heritage Preservation Commission approved the required cultural resource study on April 16, 2026 to ensure that the Heritage Preservation Goals and Polices are met.
- **Transportation (T):** These Goals and Policies focus on the movement of people and goods throughout Flagstaff as well as the enhancement of the quality of life and the investment in infrastructure to support economic development through enhanced design. The connections to nearby FUTS trails discussed in Environment and Natural Resources, as well as the pedestrian network discussed in Growth Areas and Land use will make for a multimodal development. Signage will be installed to help pedestrians navigate to the nearest NAIPTA transit stops. Furthermore, street design will integrate LID principles to ensure synchronicity of Transportation and Water Resources/Stormwater goals.
- **Public Facilities, Safety and Fire (PF):** These Goals and Policies focus on protecting public infrastructure and promotion of community resiliency. Hidden Haven Estates will utilize a street section and cul-de-sac design which will accommodate emergency response vehicles. The extended water main through the development will loop to provide flow for both the proposed residences and for fire response. Additionally, hydrants will be placed at the required distances. The proposed subdivision will commit to installing fire sprinklers in all proposed residences to further enhance resiliency to emergencies as well as to mitigate risk of structure fire during a wildfire event. The WSIA that has been approved by the City of Flagstaff has determined the projected water needs of Hidden Haven Estates will be able to be fulfilled at the completion of the Wild Cat Interceptor Project.

- **Neighborhoods, Housing and Urban Conservation (NH):** The Goals and Policies focus on the creation of more housing and the diversification of neighborhoods while leveraging walkable neighborhoods, transit connections and economic opportunities. The Hidden Haven subdivision will provide Flagstaff with 49 single-family home sites and the CC&Rs will allow for development of accessory dwelling units, which creates the opportunity for residents to adapt to their changing needs over time.
- **Cost of Development (CD):** These goals and policies focus on the financing of development and identify mechanisms to ensure initial and future costs are equitably fulfilled by both developer and the City of Flagstaff. Hidden Haven will utilize the existing water and sewer infrastructure within the Sioux Drive right-of-way and extend those services throughout the development. This extension will be built to the City's engineering standards to ensure long-term viability of the infrastructure once accepted by the City at its completion. The required analyses for this development identify specific interventions and infrastructure needs to ensure infrastructure will support the development and to limit any off-site impacts.

B. Finding #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.

To meet the findings for approval, the proposed amendment must be found to: 1) not to be detrimental to the public interest, health, safety, convenience, or welfare of the City of Flagstaff (the "City"); and 2) add to the public good as described in the General Plan. Staff believe that the proposed project will not be detrimental to the public interest, health, safety, convenience, or welfare. Staff also believe that the proposed amendment will add to the public good, as discussed in the developer's project narrative, and summarized below.

- Hidden Haven Estates subdivision will utilize a PRD design to cluster development and preserve tree and slope resources.
- The RPO zone will be applied to all portions of the development site (whereas prior to the amendment only a portion was within RPO) to ensure future natural resource preservation.
- Common space will provide residents with on-site access to natural areas; and proposed trail connections will provide residents with multimodal access to and from nearby FUTS trails and the surrounding USFS forest land.
- The development provides Flagstaff with additional housing and property tax base.
- Public infrastructure improvements will be built to public standard and utilize LID principles.

C. Finding #3

The affected site is physically suitable in terms of design, location, shape, size, operating characteristics and the provision of public and emergency vehicle (e.g., fire and medical) access and public services and utilities (e.g., fire protection, police protection, potable water, schools, solid waste collection and disposal, storm drainage, wastewater collection, treatment, and disposal), to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

Staff believes that the proposed application meets this finding, as indicated by the Inter-Division Staff (IDS) reviewed and acceptance of the Concept Zoning Map Amendment application on April 14, 2026. The applicant provided a summary of why the site is a suitable candidate for development in the R1 zone.

- **Site:** The 13.01-acre site will provide a net 10.8 acres of development area and a density of 3.77 units/gross acre. This allows for 49 single-family lots.
- **Design:** Lot sizes and layout are consistent with single-family development patterns and will be situated to preserve existing natural resources. The common space requirement will be satisfied with 15% of the development to be designated as common space.
- **Location:** The development will extend the existing Sioux Drive into the development and provide sidewalks and pedestrian connections throughout the subdivision. Additionally, the Site is within .5 miles of NAIPTA transit stops and adjacent to existing FUTS trails.
- **Emergency Vehicle Access:** The streets within Hidden Haven will be built to meet the City's engineering standards and to ensure emergency vehicle access and maneuverability throughout the development. Hydrants will be located at adequate distances and water infrastructure will be sized appropriately to ensure adequate water availability in the event of fire.
- **Public Services/Utilities:** The existing water and sewer within Sioux Drive will be extended into Hidden Haven and built to the City's standards. Stormwater will be addressed on-site with sufficient detention basins and LID principles employed. Each lot will receive a City-approved solid waste bin to ensure waste is handled appropriately.

IV. Citizen Participation

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for Concept Zoning Map Amendments. In accordance with State Statute, notice of the public hearing was provided by placing an ad in the Daily Sun, posting notices on the property, and mailing a notice to all property owners within 300 feet of the site excluding rights-of-way.

The Mogollon Engineering design team held one virtual neighborhood meeting to provide citizen outreach regarding this request for a Concept Zoning Map Amendment. This meeting had one attendee and included a presentation which discussed the proposed development, site plan and other project details. The sole attendee attended the meeting to learn more about the project and inquired about the projected start of construction.

As of the writing of this report, Staff has not received any additional comments on this rezoning case apart from responses received during Neighborhood Meetings.

Attachments:

- CZMA Application
- Project Narrative

- Concept Zoning Plan
- Legal Description
- Neighborhood Meeting Plan
- Record of Proceedings
- Legal Ad
- Regional Plan Analysis
- Traffic Impact Analysis
- Water and Sewer Impact Analysis

Mogollon Engineering & Surveying Inc
618 E Route 66, Flagstaff, AZ 86001
928.395.2653
info@mogollonengineering.com

Hidden Haven Estates
Concept Zoning Map Amendment Submittal

Descriptive (Project) Narrative

M.E.S. Project No. 25-069

Date: March 5th, 2025

Development Request

- Approve Concept Plan and rezone parcels (APNs 105-05-001A, 105-05-002B, 105-05-002C, 105-05-002D; commonly 4200 Lake Mary Road) from Rural Residential (RR) to Single-Family Residential (R1) with a Planned Residential Development (PRD) overlay to allow development of a 49-lot single-family subdivision.
    - PRD Required Design Elements (5 points required)
        - Include 80 sf front entry feature (1 Point)
        - Recreational Amenities within a park or common space (2 Points)
        - CC&Rs do not prohibit Accessory Dwelling Units (1 point)
        - Enhanced Pedestrian Environment with seating areas (1 Point

Consistency with the General Plan and Applicable Specific Plans

- Consistent elements: supports residential growth, increases housing supply and diversity, advances infill/compact development by using an existing service area, and provides public open space tracts consistent with typical General Plan objectives to provide neighborhood parks/open space and connectivity to community services.
- Likely applicable policies supported: housing production and diversity, efficient use of urban land and infrastructure, provision of public open space, and implementation of stormwater management standards.
- Policies/goals that may not fully support the application (and will require mitigation or modification):

Mogollon Engineering & Surveying Inc
618 E Route 66, Flagstaff, AZ 86001
928.395.2653
info@mogollonengineering.com

- Urban forest/tree canopy preservation goals: preliminary analysis indicates ~47.5% tree canopy preservation, which is below City thresholds. Preliminary Plat Resource Protection plans will be provided showing achievement of the 50% goal.
- Hillside/steep-slope protection policies: portions exceed 17% slope; final design must demonstrate compliance with hillside development standards and mitigation measures to meet related General Plan/specific-plan policies.

- Conclusion: With conditions (tree preservation/mitigation, hillside compliance, and infrastructure commitments) the proposal can be made consistent with the General Plan and applicable specific plan policies.

Summary that the amendment will not be detrimental and will benefit the public good

- The proposed rezoning and Concept Plan include required public improvements, safety measures, and open space to avoid detriment to public interest, health, safety, convenience, or welfare. Benefits include increased housing supply, neighborhood open space, improved public infrastructure (water/sewer extensions, stormwater controls), and added property tax base for public services.

Physical suitability of the subject property

- Site: total gross acreage ~13.01 acres; net acreage after streets ~10.80 acres. Proposed 49 single-family lots (min. 5,000 sf), density ~3.77 units/gross acre.
- Design/shape/size: lot sizes and layout are consistent with single-family development patterns; three open-space tracts provide 15% minimum open space (66,634 sf).
- Location & access: primary access and utility connections from Sioux Drive; site design includes internal road network and a proposed water main loop in Sioux Drive to reduce dead-end water mains.
- Emergency/public vehicle access: final engineering will provide fire and emergency access to City standards; all units will include fire sprinkler systems per City fire code due to limited access and unit count.
- Public services/utilities: potable water and wastewater exist in Sioux Drive and will be extended; stormwater will be managed on-site (extended detention and detention

Mogollon Engineering & Surveying Inc
618 E Route 66, Flagstaff, AZ 86001
928.395.2653
info@mogollonengineering.com

basins on Open Space Tracts A and B); solid waste service via City-approved bins for each lot. Police protection, solid waste collection, and other municipal services will be supplied by the City consistent with comparable residential subdivisions.

How essential public services will be provided

- Water: existing mains in Sioux Drive will be extended; a looping connection within Sioux Drive will minimize dead-end lines; service laterals to each lot will be provided to City standards.
- Wastewater: sewer main exists in Sioux Drive; sewer extension through the subdivision will connect all lots to the municipal system.
- Stormwater: on-site extended detention and detention basin facilities sized to City standards; calculated Runoff Volume Control (ROCV) of 16,336 cu ft based on new impervious surfaces; conveyance and detention designed per City stormwater criteria.
- Solid waste: each lot provided City-approved trash and recycling bins; collection will follow City routes and standards.
- Other services: fire protection provided via sprinklers and road/access improvements; police and schools served by existing municipal/district providers.

Analysis of community benefits

- Adds 49 for-sale single-family housing units in a serviceable location, supporting housing supply and local workforce needs.
- Provides required open space (15%) and preserves a significant portion of tree canopy where feasible, contributing recreational and ecological value.
- Implements stormwater controls to protect downstream systems and complies with City standards.
- Infrastructure extensions (water/sewer) improve local service connectivity and long-term neighborhood utility capacity.
- Increases property tax revenue and supports local services without introducing commercial impacts.

Additional supporting information and required actions

Mogollon Engineering & Surveying Inc
618 E Route 66, Flagstaff, AZ 86001
928.395.2653
info@mogollonengineering.com

- Heritage resources: no heritage resources identified; formal cultural/archaeological clearance will be obtained during entitlement/engineering.
- Tree preservation: preliminary canopy preservation (~47.5%) is below City targets; a final tree survey, mitigation plan, and potential redesign will be submitted to achieve compliance or request approved deviations with compensatory measures (replacement planting, off-site mitigation, or conservation easement).
- Slopes/hillside: portions >17% require a detailed slope analysis and hillside development compliance; final grading and design will minimize cut/fill and employ erosion control and revegetation measures.
- Fire safety: all homes to include fire sprinklers and site access will be engineered to meet fire-department standards.
- Final engineering: detailed utility plans, grading, stormwater design, and construction phasing will be provided with subsequent submittals to demonstrate full compliance with City codes and General Plan policies.

Mogollon Engineering & Surveying Inc
618 E Route 66, Flagstaff, AZ 86001
928.395.2653
info@mogollonengineering.com

Legal Description

Parcel No. 1: That part of the Northwest quarter of the Northwest quarter of the Southeast quarter of Section 33, Township 21 North, Range 7 East, Gila and Salt River Base and Meridian, Coconino County, Arizona, described as follows: BEGINNING at Corner No. 1, which is a point on the West line of said Northwest quarter of the Northwest quarter of the Southeast quarter of said Section 33, a distance of 500 feet North of the Southwest corner of said Northwest quarter of the Northwest quarter of the Southeast quarter of said Section 33; THENCE South, along the West line of said Northwest quarter of the Northwest quarter of the Southeast quarter of said Section 33, a distance of 500 feet to the Southwest corner of said Northwest quarter of the Northwest quarter of the Southeast quarter of said Section 33, being Corner No. 2; THENCE East, along the South line of said Northwest quarter of the Northwest quarter of the Southeast quarter of said Section 33, a distance of 300 feet to a point, being Corner No. 3; THENCE North, parallel to the West line of said Northwest quarter of the Northwest quarter of the Southeast quarter of said Section 33, a distance of 300 feet to a point, being Corner No. 4; THENCE North 56°18' West, a distance of 360.5 feet, more or less, to Corner No. 1, the POINT OF BEGINNING.

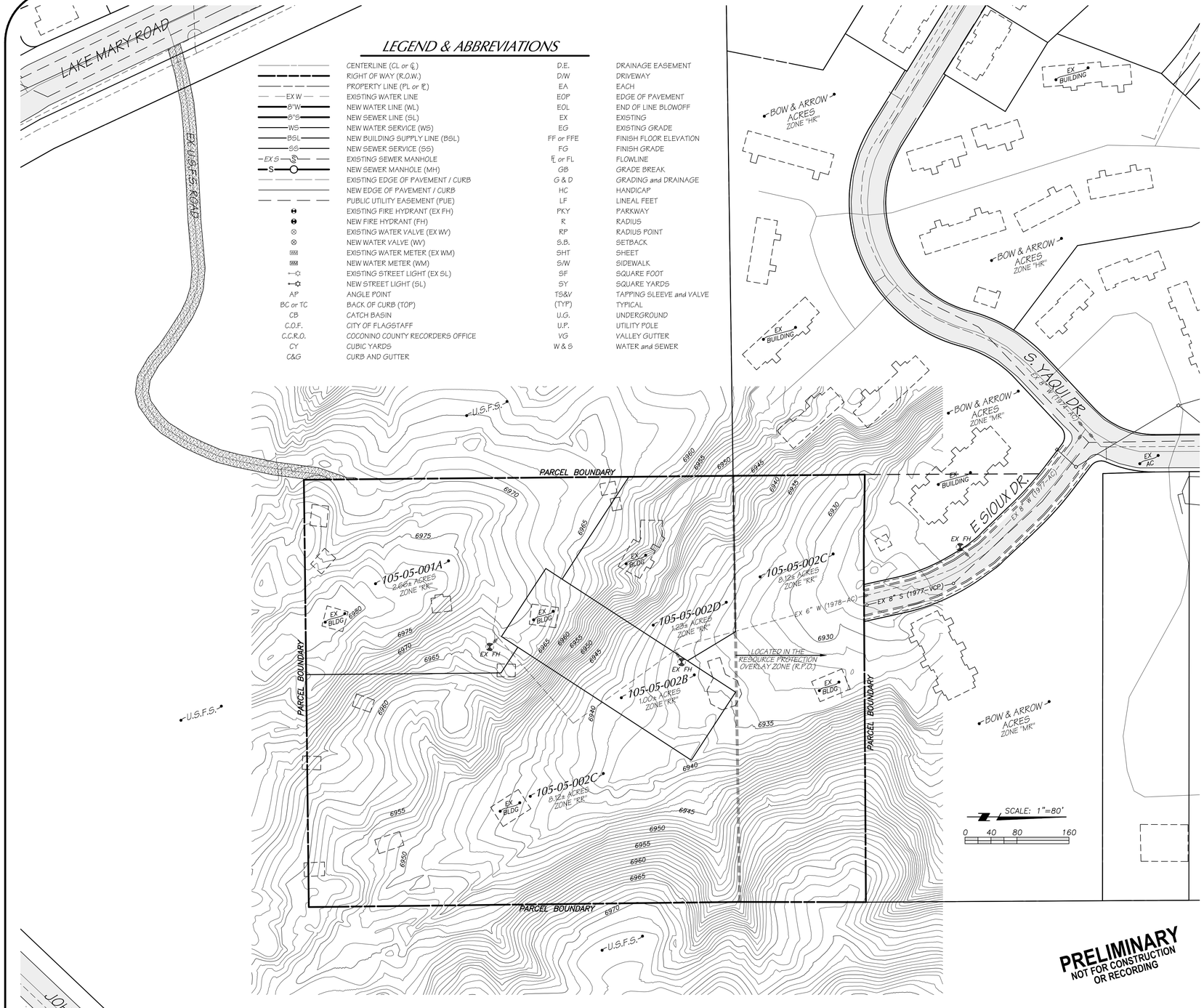
Parcel No. 2: That part of the Northwest quarter of the Northwest quarter of the Southeast quarter of Section 33, Township 21 North, Range 7 East, Gila and Salt River Base and Meridian, Coconino County, Arizona, described as follows: BEGINNING at the center of said Section 33; THENCE North 89°38'53" East, along the East-West mid-section line of said Section 33, a distance of 655.96 feet; THENCE South 0°09'05" East, a distance of 663.26 feet; THENCE South 89°53'13" West, a distance of 357.71 feet; THENCE North, a distance of 300.00 feet; THENCE North 56°23' West a distance of 360.24 feet (record North 56°18' West, a distance of 360.5 feet), to a point on the North-South mid-section line of said Section 33; THENCE North a distance of 160.51 feet to the POINT OF BEGINNING.

Parcel No. 3: That part of the Southwest quarter of the Northeast quarter of Section 33, Township 21 North, Range 7 East, Gila and Salt River Base and Meridian, Coconino County, Arizona, described as follows: BEGINNING at the center of said Section 33; THENCE North 89°38'53" East along the East-West mid-section line of said Section 33, a distance of 655.96 feet; THENCE North 0°11'25" East, a distance of 199.22 feet; THENCE South 89°38'54" West, a distance of 656.62 feet to a point on the North-South mid-section line of said Section 33; THENCE South a distance of 199.22 feet to the POINT OF BEGINNING.

Tax Parcel Numbers: 105-05-001A; 105-05-002B; 105-05-002C; 105-05-002D
Commonly referred to as 4200 Lake Mary Road, Flagstaff, Arizona.

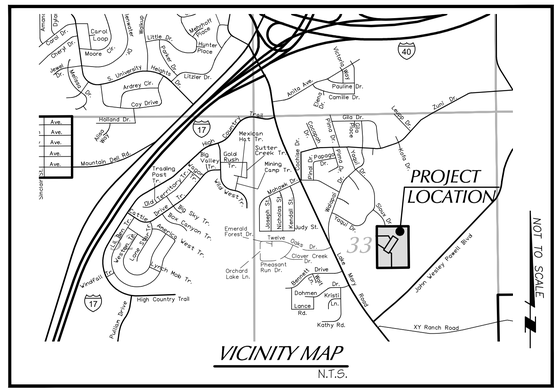
CONCEPT ZONING PLAN
FOR
HIDDEN HAVEN ESTATES

LOCATED IN THE E1/2 OF SECTION 33,
TOWNSHIP 21 NORTH, RANGE 7 EAST, G&S.R.M.
FLAGSTAFF, COCONINO COUNTY, ARIZONA



LEGEND & ABBREVIATIONS

	CENTERLINE (CL or ℄)	D.E.	DRAINAGE EASEMENT
	RIGHT OF WAY (R.O.W.)	D/W	DRIVEWAY
	PROPERTY LINE (PL or ℄)	EA	EACH
EX W	EXISTING WATER LINE	EOP	EDGE OF PAVEMENT
8"W	NEW WATER LINE (WL)	EOL	END OF LINE BLOWOFF
8"S	NEW SEWER LINE (SL)	EX	EXISTING
WS	NEW WATER SERVICE (WS)	EG	EXISTING GRADE
BSL	NEW BUILDING SUPPLY LINE (BSL)	FF or FFE	FINISH FLOOR ELEVATION
SS	NEW SEWER SERVICE (SS)	FG	FINISH GRADE
EX S	EXISTING SEWER MANHOLE	℄ or FL	FLOWLINE
S	NEW SEWER MANHOLE (MH)	GB	GRADE BREAK
	EXISTING EDGE OF PAVEMENT / CURB	G & D	GRADING and DRAINAGE
	NEW EDGE OF PAVEMENT / CURB	HC	HANDICAP
	PUBLIC UTILITY EASEMENT (PUE)	LF	LINEAL FEET
	EXISTING FIRE HYDRANT (EX FH)	PKY	PARKWAY
	NEW FIRE HYDRANT (FH)	R	RADIUS
	EXISTING WATER VALVE (EX WV)	RP	RADIUS POINT
	NEW WATER VALVE (WV)	S.B.	SETBACK
	EXISTING WATER METER (EX WM)	SHT	SHEET
	NEW WATER METER (WM)	S/W	SIDEWALK
	EXISTING STREET LIGHT (EX SL)	SF	SQUARE FOOT
	NEW STREET LIGHT (SL)	SY	SQUARE YARDS
AP	ANGLE POINT	TS&V	TAPPING SLEEVE and VALVE
BC or TC	BACK OF CURB (TOP)	(TYP)	TYPICAL
CB	CATCH BASIN	U.G.	UNDERGROUND
C.O.F.	CITY OF FLAGSTAFF	U.P.	UTILITY POLE
C.C.R.O.	COCONINO COUNTY RECORDERS OFFICE	VG	VALLEY GUTTER
CY	CUBIC YARDS	W & S	WATER and SEWER
C&G	CURB AND GUTTER		



VICINITY MAP
N.T.S.

PROJECT INFORMATION

PROJECT NAME:	HIDDEN HAVEN ESTATES
APN NUMBER:	105-05-001A, 002B, 002C, 002D
PROJECT ADDRESS:	4200 S. LAKE MARY ROAD FLAGSTAFF, AZ. 86005
TOTAL ACREAGE:	13.01±
NUMBER OF PROPOSED LOTS:	49
DENSITY (GROSS):	49 / 13.01 = 3.77 UNITS / ACRE
DENSITY (NET):	49 / 4.50 = 10.89 UNITS / ACRE
R.L.U.T.P. DESIGNATION:	SUBURBAN
CURRENT USE:	TRAVEL ACCOMMODATIONS
PROPOSED USE:	SINGLE FAMILY DETACHED
CURRENT ZONING DISTRICT:	RR
PROPOSED ZONING DISTRICT:	R1 **REZONING IS REQUIRED**
PLANNED RESIDENTIAL DEVELOPMENT:	A P.R.D. IS PROPOSED UNDER 10-40.60.280
R.L.U.T.P.:	**A R.L.U.T.P. AMENDMENT MAY BE REQUIRED**
LOCATED IN THE R.P.O. ZONE:	YES (PORTION OF APN 105-05-002C)
OWNER/DEVELOPER:	BOSTWICK ENTERPRISES, LLC. 4200 S. LAKE MARY ROAD FLAGSTAFF, AZ. 86005 BRIAN and MARY BOSTWICK (928) 774-8959 AZMOUNTAININN@MSN.COM

SHEET INDEX

SHEET 1:	EXISTING LOT CONFIGURATION & PROJECT INFORMATION
SHEET 2:	VICINITY MAP
SHEET 3:	CONTEXT ANALYSIS MAP
SHEET 4:	SITE ANALYSIS MAP
SHEET 5:	CONCEPT ZONING PLAN
SHEET 6:	CONCEPT ZONING PLAN GRADING & DRAINAGE
SHEET 7:	CONCEPT ZONING PLAN UNDERGROUND UTILITIES

GENERAL NOTES

INFORMATION SHOWN HEREON IS BASED ON CITY OF FLAGSTAFF G.I.S. DATA. NO FIELD SURVEY HAS BEEN PERFORMED BY **MOGOLLON** ENGINEERING & SURVEYING, INC.

THIS CONCEPT ZONING PLAN HAS BEEN PRODUCED TO ASSIST THE OWNER IN THE DETERMINATION OF THE POTENTIAL DEVELOPMENT USES OF THIS PROPERTY. THE SITES PRE AND POST STORM WATER HAVE NOT BEEN DETERMINED AT THIS TIME. THIS PLAN HAS NOT BEEN REVIEWED OR APPROVED BY THE CITY OF FLAGSTAFF COMMUNITY DEVELOPMENT, FRANCHISE UTILITY COMPANIES, OR ANY OTHER REGULATORY AGENCY. THIS INFORMATION IS PROVIDED BY **MOGOLLON** ENGINEERING & SURVEYING, INC. USING OUR PRIOR EXPERIENCE AND PROFESSIONAL JUDGMENT AND IS INTENDED FOR USE UNDER THE TERMS OF OUR CONTRACT.

APPROXIMATE IMPERVIOUS SURFACES

EXISTING BUILDINGS:	17,975 S.F.
TOTAL EXISTING IMPERVIOUS:	*17,975 S.F.*

EXISTING IMPERVIOUS SURFACE AREAS SHOWN IS BASED ON C.O.F. G.I.S. DATA, IMPERVIOUS SURFACE DATA WILL BE UPDATED AFTER A BOUNDARY & TOPOGRAPHIC SURVEY HAVE BEEN COMPLETED AND SHOWN ON THE PROJECTS SITE PLAN

RESOURCE PROTECTION OVERLYAY ZONE

THE PORTION OF THE PROJECT LOCATED OUTSIDE OF THE RESOURCE PROTECTION OVERLAY (R.P.O.) ZONE WILL BE INCLUDED IN THE R.P.O. AND PROTECTED ACCORDINGLY.

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

ARIZONA 811
MON - FRI 6am - 5pm
KNOW WHAT IS BELOW CALL BEFORE YOU DIG

SHEET NO. 1 OF 7

COF PROJECT # PZ-25-0087-02

Mogollon Inc
ENGINEERING &SURVEYING
618 E. Route 66
Flagstaff, Arizona 86001
Phone: 928-395-2653

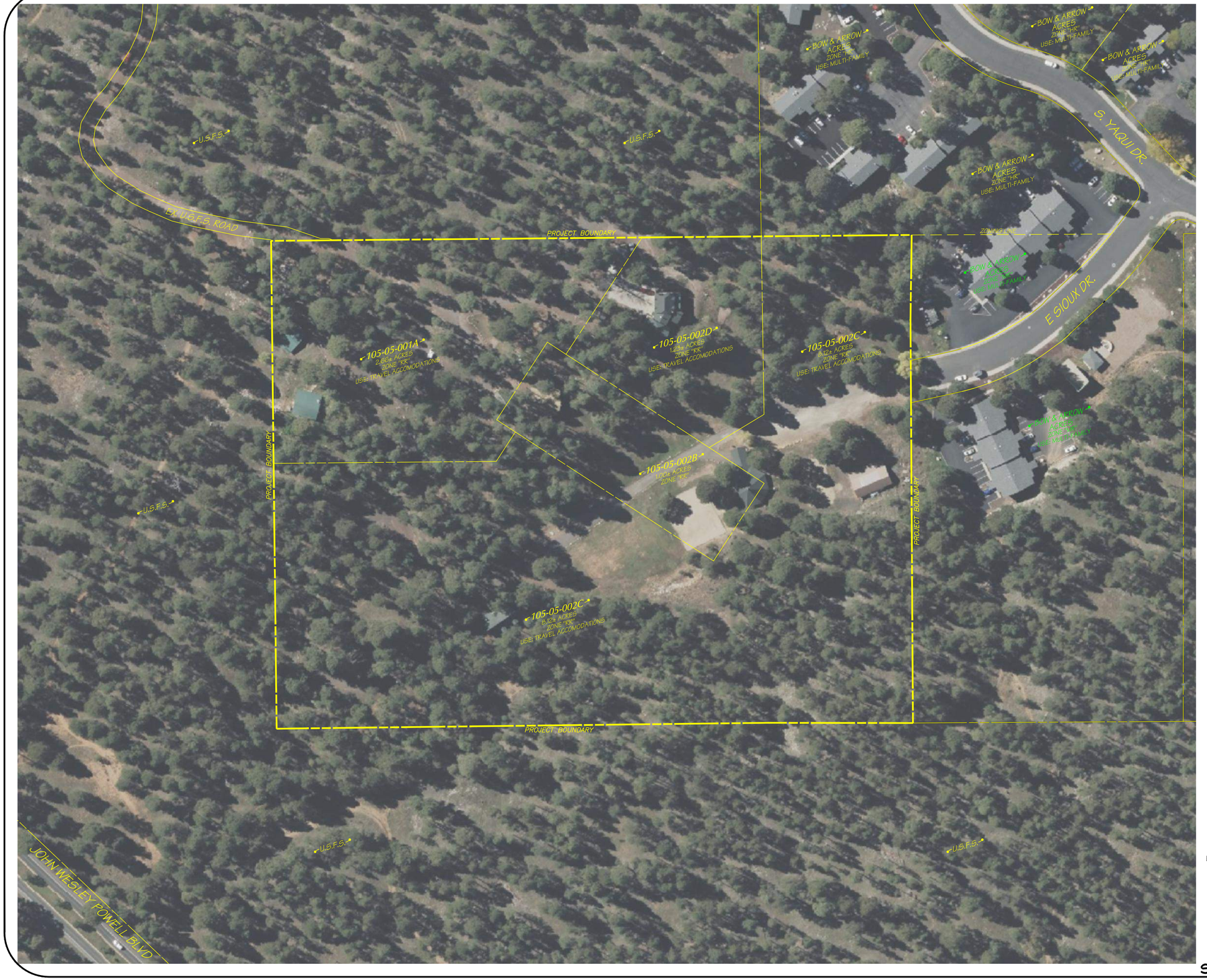
PARTNERSHIP WITH CD&E ENGINEERING + MANAGEMENT

HIDDEN HAVEN ESTATES
CONCEPT ZONING PLAN
EXISTING LOT CONFIGURATION & PROJECT INFORMATION MES# 25-069

5/28/26

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

DATE: 5/28/26	REVISIONS PER C.O.F. COMMENTS DATED 2/6/26
DESIGNED BY: MW	PER C.O.F. COMMENTS DATED 3/6/26
DRAWN BY: MW	PROJECT NO. 25-069
CHECKED BY: RH/MW	FN: SHEET-1.DWG
	VERT SCALE: N/A
	HOR SCALE: 1"=80'



LEGEND & ABBREVIATIONS

———	CENTERLINE (CL or ℄)
— — — —	RIGHT OF WAY (R.O.W.)
———	PROPERTY LINE (PL or ℄)
AP	ANGLE POINT
BC or TC	BACK OF CURB (TOP)
CB	CATCH BASIN
C.O.F.	CITY OF FLAGSTAFF
C.C.R.O.	COCONINO COUNTY RECORDER'S OFFICE
CY	CUBIC YARDS
C&G	CURB AND GUTTER
D.E.	DRAINAGE EASEMENT
D/W	DRIVEWAY
EA	EACH
EOP	EDGE OF PAVEMENT
EOL	END OF LINE BLOWOFF
EX	EXISTING
EG	EXISTING GRADE
FF or FFE	FINISH FLOOR ELEVATION
FG	FINISH GRADE
℄ or FL	FLOWLINE
GB	GRADE BREAK
G & D	GRADING and DRAINAGE
HC	HANDICAP
LF	LINEAL FEET
PKY	PARKWAY
R	RADIUS
RP	RADIUS POINT
S.B.	SETBACK
SHT	SHEET
S/W	SIDEWALK
SF	SQUARE FOOT
SY	SQUARE YARDS
TS&V	TAPPING SLEEVE and VALVE
(TYP)	TYPICAL
U.G.	UNDERGROUND
U.S.F.S.	UNITED STATES FOREST SERVICE
U.P.	UTILITY POLE
VG	VALLEY GUTTER
W & S	WATER and SEWER

SCALE: 1"=60'

0 30 60 120

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

GENERAL NOTES

INFORMATION SHOWN HEREON IS BASED ON CITY OF FLAGSTAFF G.I.S. DATA. NO FIELD SURVEY HAS BEEN PERFORMED BY **MOGOLLON** ENGINEERING & SURVEYING, INC.

SHEET NO. 2 OF 7

COF PROJECT # PZ-25-0087-02

Mogollon Inc
ENGINEERING &SURVEYING
618 E. Route 66
Flagstaff, Arizona 86001
Phone: 928-395-2653

PARTNERSHIP WITH CD&E ENGINEERING + MANAGEMENT

5/28/26
MES# 25-069

HIDDEN HAVEN ESTATES
CONCEPT ZONING PLAN
VICINITY MAP EXHIBIT

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

DATE: 5/28/26	PROJECT NO. 25-069	REVISIONS PER C.O.F. COMMENTS DATED 2/6/26
DESIGNED BY: MM	FN: SHEET-02.DWG	PER C.O.F. COMMENTS DATED 3/6/26
DRAWN BY: MM	VERT. SCALE: N/A	
CHECKED BY: RM	HOR. SCALE: 1"=60'	



LEGEND & ABBREVIATIONS

———	CENTERLINE (CL or ℄)
— — —	RIGHT OF WAY (R.O.W.)
———	PROPERTY LINE (PL or ℄)
AP	ANGLE POINT
BC or TC	BACK OF CURB (TOP)
CB	CATCH BASIN
C.O.F.	CITY OF FLAGSTAFF
C.C.R.O.	COCONINO COUNTY RECORDERS OFFICE
CY	CUBIC YARDS
C&G	CURB AND GUTTER
D.E.	DRAINAGE EASEMENT
D/W	DRIVEWAY
EA	EACH
EOP	EDGE OF PAVEMENT
EOL	END OF LINE BLOWOFF
EX	EXISTING
EG	EXISTING GRADE
FF or FFE	FINISH FLOOR ELEVATION
FG	FINISH GRADE
℄ or FL	FLOWLINE
GB	GRADE BREAK
G & D	GRADING and DRAINAGE
HC	HANDICAP
LF	LINEAL FEET
PKY	PARKWAY
R	RADIUS
RP	RADIUS POINT
S.B.	SETBACK
SHT	SHEET
S/W	SIDEWALK
SF	SQUARE FOOT
SY	SQUARE YARDS
TS&V	TAPPING SLEEVE and VALVE
(TYP)	TYPICAL
U.G.	UNDERGROUND
U.S.F.S.	UNITED STATES FOREST SERVICE
U.P.	UTILITY POLE
VG	VALLEY GUTTER
W & S	WATER and SEWER

SCALE: 1"=60'

0 30 60 120

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

FLOOD PLAINS & FLOODWAYS

THERE ARE NO FLOOD PLAINS AND/OR FLOODWAYS LOCATED WITHIN THE PROJECT AREA.

GENERAL NOTES

INFORMATION SHOWN HEREON IS BASED ON CITY OF FLAGSTAFF G.I.S. DATA. NO FIELD SURVEY HAS BEEN PERFORMED BY **MOGOLLON** ENGINEERING & SURVEYING, INC.

SHEET NO. 3 OF 7

COF PROJECT # PZ-25-0087-02

Mogollon Inc
ENGINEERING & SURVEYING
618 E. Route 66
Flagstaff, Arizona 86001
Phone: 928-395-2653

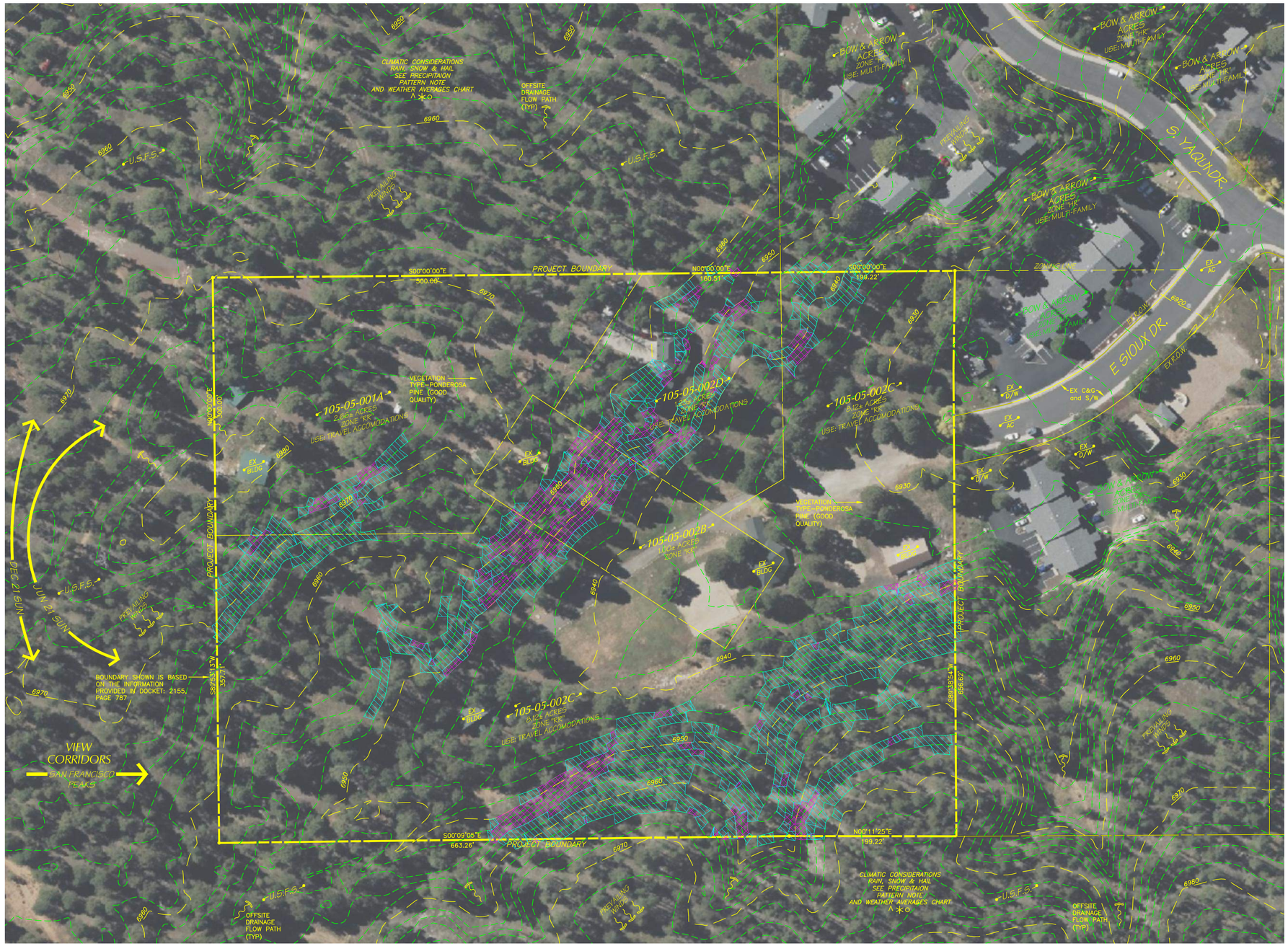
PARTNERSHIP WITH CD&E ENGINEERING • MANAGEMENT

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

HIDDEN HAVEN ESTATES
CONCEPT ZONING PLAN
CONTEXT ANALYSIS MAP

5/28/26
MES# 25-069

DATE: 5/28/26	PROJECT NO. 25-064	REVISIONS PER C.O.F. COMMENTS DATED 2/6/26
DESIGNED BY: MM	FN: SHEET-03.DWG	PER C.O.F. COMMENTS DATED 3/6/26
DRAWN BY: MM	VERT. SCALE: N/A	
CHECKED BY: RH	HOR. SCALE: 1"=60'	



LEGEND & ABBREVIATIONS

———	CENTERLINE (CL or ℄)	EX	EXISTING	SF	SQUARE FOOT
▬▬▬	RIGHT OF WAY (R.O.W.)	EG	EXISTING GRADE	SY	SQUARE YARDS
——–—–	PROPERTY LINE (PL or ℄)	FF or FFE	FINISH FLOOR ELEVATION	TS&V	TAPPING SLEEVE and VALVE
AP	ANGLE POINT	FG	FINISH GRADE	(TYP)	TYPICAL
BC or TC	BACK OF CURB (TOP)	℄ or FL	FLOWLINE	U.G.	UNDERGROUND
CB	CATCH BASIN	GB	GRADE BREAK	U.S.F.S.	UNITED STATES FOREST SERVICE
C.O.F.	CITY OF FLAGSTAFF	G & D	GRADING and DRAINAGE	U.P.	UTILITY POLE
C.C.R.O.	COCONINO COUNTY RECORDERS OFFICE	HC	HANDICAP	VG	VALLEY GUTTER
CY	CUBIC YARDS	LF	LINEAL FEET	W & S	WATER and SEWER
C&G	CURB AND GUTTER	PKY	PARKWAY		
D.E.	DRAINAGE EASEMENT	R	RADIUS		
D/W	DRIVEWAY	RP	RADIUS POINT		
EA	EACH	S.B.	SETBACK		
EOP	EDGE OF PAVEMENT	SHT	SHEET		
EOL	END OF LINE BLOWOFF	S/W	SIDEWALK		

SLOPE LEGEND

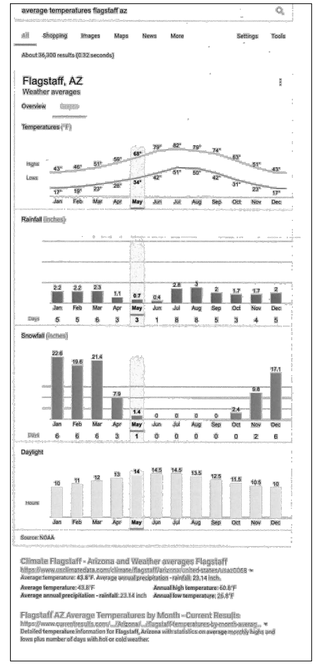
SLOPES SHOWN ARE BASED ON A TOPOGRAPHIC AND BOUNDARY SURVEY PERFORMED BY **MOGOLLON** ENGINEERING & SURVEYING, INC. IN SEPTEMBER & OCTOBER OF 2025

17% - 24.99%

25% - 34.99%

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

WEATHER AVERAGES CHART



PRECIPITATION PATTERN NOTE

THERE ARE TWO DISTINCT PERIODS OF PRECIPITATION IN FLAGSTAFF. THE FIRST OCCURS DURING THE WINTER MONTHS FROM NOVEMBER THROUGH APRIL WHEN THE JET STREAM CAN BE LOCATED OVER THE STATE ALLOWING PACIFIC STORM SYSTEMS TO MOVE OVERHEAD. THE OTHER DISTINCT PERIOD IS CLASSIFIED AS THE SUMMER RAINY SEASON, OR 'SUMMER MONSOON.' THE MONSOON RAINY PERIOD USUALLY OCCURS DURING JULY AND AUGUST WHEN MOST OF ARIZONA IS SUBJECTED TO WIDESPREAD THUNDERSTORM ACTIVITY. THESE THUNDERSTORMS ARE EXTREMELY VARIABLE IN INTENSITY AND LOCATION AND OCCUR MAINLY BETWEEN THE HOURS OF 11 a.m AND 6 p.m.. SOME OF THESE STORMS CAN REACH SEVERE LEVELS, WITH LARGE HAIL, DAMAGING WINDS, AND OCCASIONALLY EVEN A TORNADO. (EXCERPT FROM THE CITY OF FLAGSTAFF SUSTAINABILITY PROGRAM RECOMMENDATIONS - CLIMATE SECTION - DATED OCTOBER 17, 2012)

SOIL PROPERTIES

SOILS ARE AMOS FINE SANDY LOAM WITH 0-3% SLOPES AND TORTUGAS-DAZE COMPLEX WITH 0-15% SLOPES, BASED ON INFORMATION PROVIDED BY THE U.S DEPT. OF AGRICULTURE NATURAL RESOURCES CONSERVATION SERVICE - CUSTOM SOIL RESOURCE REPORT (DATED AUG 19, 2025)

HISTORIC SITES

THERE ARE NO PREHISTORIC OR HISTORIC SITES LOCATED ON THE SUBJECT PROPERTY

GENERAL NOTES

INFORMATION SHOWN HEREON IS BASED ON CITY OF FLAGSTAFF G.I.S. DATA. NO FIELD SURVEY HAS BEEN PERFORMED BY **MOGOLLON** ENGINEERING & SURVEYING, INC.

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

SHEET NO. 4 OF 7

COF PROJECT # PZ-25-0087-02

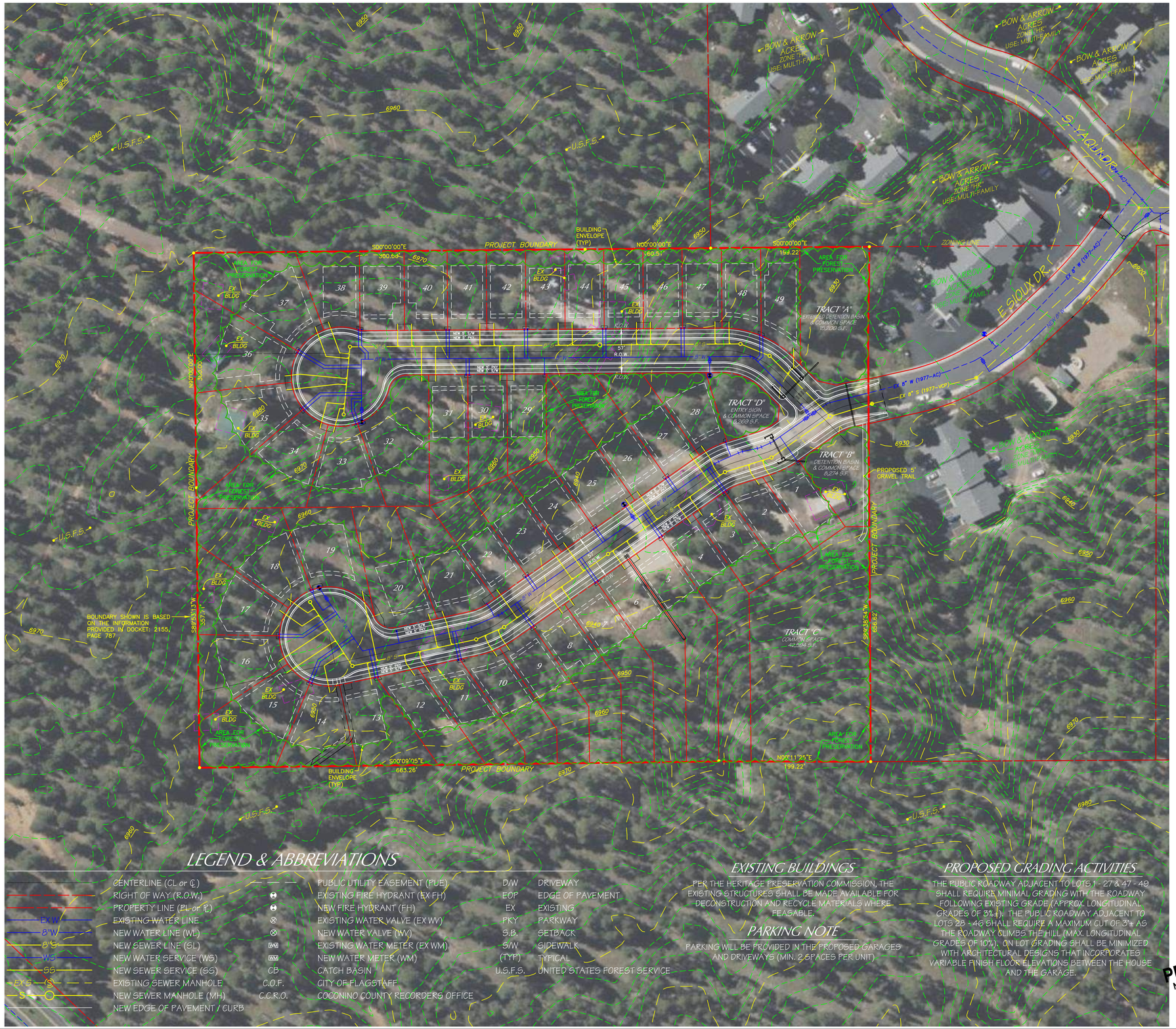
Mogollon Inc
ENGINEERING &SURVEYING
618 E. Route 66
Flagstaff, Arizona 86001
Phone: 928-395-2653

5/28/26
MES# 25-069

HIDDEN HAVEN ESTATES
CONCEPT ZONING PLAN
SITE ANALYSIS MAP

PARTNERSHIP WITH CD&E ENGINEERING • MANAGEMENT

DATE: 5/28/26	REVISIONS PER C.O.F. COMMENTS DATED 2/6/26
DESIGNED BY: MN	PROJECT NO. 25-068
DRAWN BY: MN	FN: SHEET-04.DWG
CHECKED BY: RM	VERT SCALE: N/A
	HOR SCALE: 1"=60'
	PER C.O.F. COMMENTS DATED 3/6/26



LEGEND & ABBREVIATIONS

	CENTERLINE (CL or ℄)		PUBLIC UTILITY EASEMENT (PUE)	D/W	DRIVEWAY
	RIGHT OF WAY (R.O.W.)		EXISTING FIRE HYDRANT (EX FH)	EOP	EDGE OF PAVEMENT
	PROPERTY LINE (PL or P)		NEW FIRE HYDRANT (FH)	EX	EXISTING
EX W	EXISTING WATER LINE		EXISTING WATER VALVE (EX WV)	PKY	PARKWAY
8"W	NEW WATER LINE (WL)		NEW WATER VALVE (WV)	S.B.	SETBACK
8"S	NEW SEWER LINE (SL)	WM	EXISTING WATER METER (EX WM)	S/W	SIDEWALK
WS	NEW WATER SERVICE (WS)	WM	NEW WATER METER (WM)	(TYP)	TYPICAL
SS	NEW SEWER SERVICE (SS)	CB	CATCH BASIN	U.S.F.S.	UNITED STATES FOREST SERVICE
EX S	EXISTING SEWER MANHOLE	C.O.F.	CITY OF FLAGSTAFF		
S	NEW SEWER MANHOLE (MH)	C.C.R.O.	COCONINO COUNTY RECORDERS OFFICE		
	NEW EDGE OF PAVEMENT / CURB				

EXISTING BUILDINGS

PER THE HERITAGE PRESERVATION COMMISSION, THE EXISTING STRUCTURES SHALL BE MADE AVAILABLE FOR DECONSTRUCTION AND RECYCLE MATERIALS WHERE FEASABLE.

PARKING NOTE

PARKING WILL BE PROVIDED IN THE PROPOSED GARAGES AND DRIVEWAYS (MIN. 2 SPACES PER UNIT)

PROPOSED GRADING ACTIVITIES

THE PUBLIC ROADWAY ADJACENT TO LOTS 1 - 27 & 47 - 49 SHALL REQUIRE MINIMAL GRADING WITH THE ROADWAY FOLLOWING EXISTING GRADE (APPROX. LONGITUDINAL GRADES OF 3%±). THE PUBLIC ROADWAY ADJACENT TO LOTS 28 - 46 SHALL REQUIRE A MAXIMUM CUT OF 3'± AS THE ROADWAY CLIMBS THE HILL (MAX. LONGITUDINAL GRADES OF 10%). ON LOT GRADING SHALL BE MINIMIZED WITH ARCHITECTURAL DESIGNS THAT INCORPORATES VARIABLE FINISH FLOOR ELEVATIONS BETWEEN THE HOUSE AND THE GARAGE.

SCALE: 1"=60'

0 30 60 120

PROJECT INFORMATION

PROJECT NAME:	HIDDEN HAVEN ESTATES
APN NUMBER:	105-05-001A, 002B, 002C, 002D
PROJECT ADDRESS:	3860 E. SIOUX DRIVE FLAGSTAFF, AZ. 86005
TOTAL ACREAGE:	13.01±
NUMBER OF PROPOSED LOTS:	49
DENSITY (GROSS):	49 / 13.01 = 3.77 UNITS / ACRE
DENSITY (NET):	49 / 4.50 = 10.89 UNITS / ACRE
CURRENT USE:	TRAVEL ACCOMMODATIONS





BUILDING TYPES

SINGLE FAMILY "HOUSE" IN ACCORDANCE WITH THE CITY OF FLAGSTAFF ZONING CODE SECTION 10-50.110.060



COMMON SPACE TYPE

TRACT "C" SHALL BE AN NATURAL POCKET PARK CONSISTING OF APPROXIMATELY 0.98± ACRES OF COMMON SPACE FOR HOMEOWNERS RECREATIONAL ENJOYMENT.

PERMITTED USES

PERMITTED USES SHALL BE IN ACCORDANCE WITH CITY OF FLAGSTAFF ZONING CODE TABLE 10-40.30.030B "RESIDENTIAL ZONES – ALLOWED USES". NO OTHER USES WILL BE PERMITTED

GENERAL NOTES

INFORMATION SHOWN HEREON IS BASED ON CITY OF FLAGSTAFF G.I.S. DATA. NO FIELD SURVEY HAS BEEN PERFORMED BY **MOGOLLON** ENGINEERING & SURVEYING, INC.

PRELIMINARY NOT FOR CONSTRUCTION OR RECORDING

SHEET NO. 5 OF 7

COF PROJECT # PZ-25-0087-02

Mogollon Inc
ENGINEERING & SURVEYING
618 E. Route 66
Flagstaff, Arizona 86001
Phone: 928-345-2653

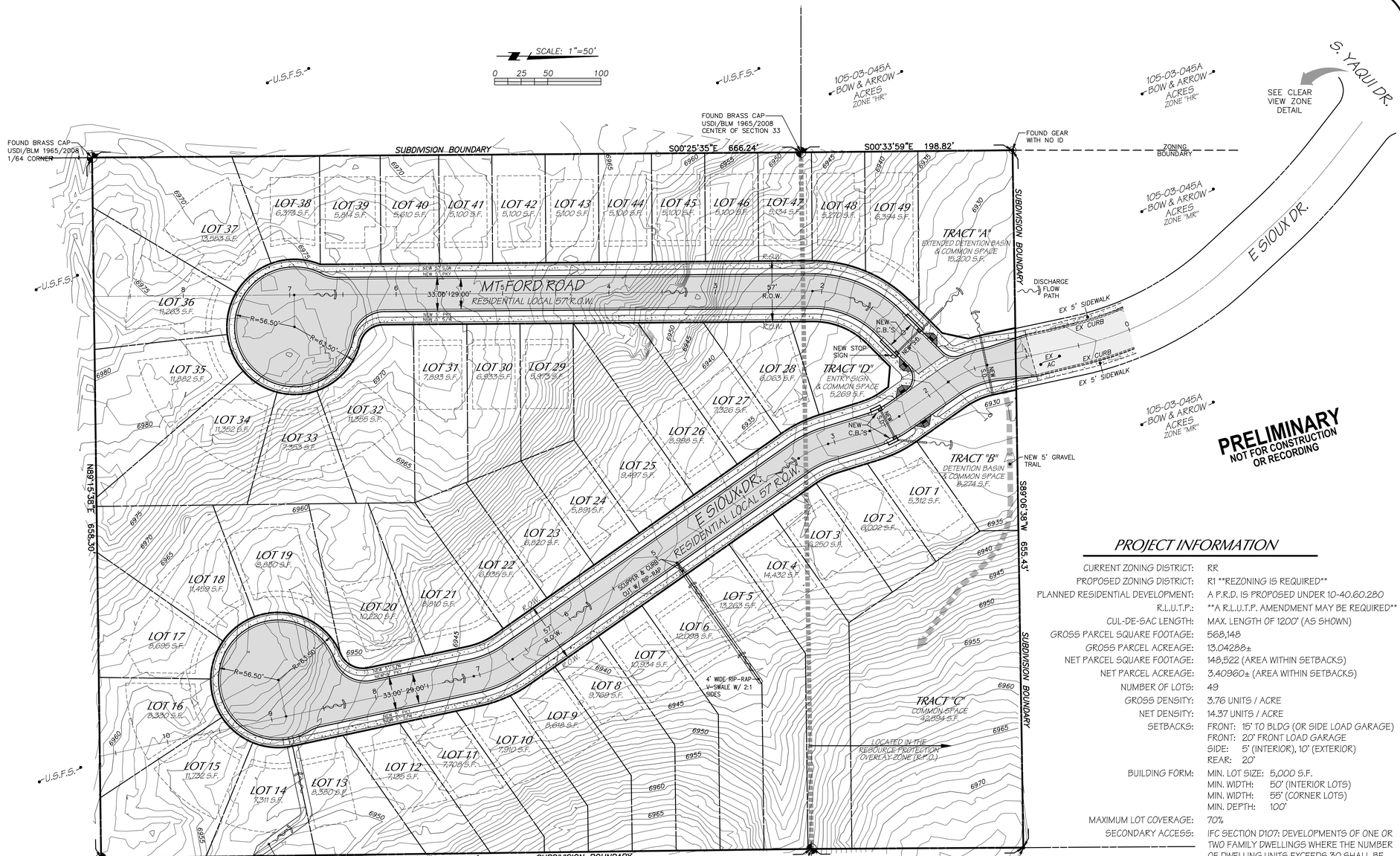
PARTNERSHIP WITH CD&E ENGINEERING • MANAGEMENT

PRELIMINARY NOT FOR CONSTRUCTION OR RECORDING

5/28/26
MES# 25-069

HIDDEN HAVEN ESTATES
CONCEPT ZONING PLAN

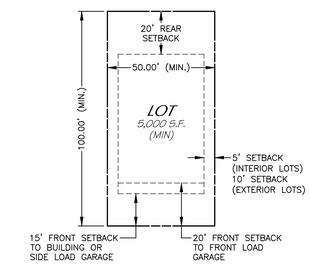
DATE: 5/28/26	REVISIONS: PER C.O.F. COMMENTS DATED 2/6/26
DESIGNED BY: MM	PER C.O.F. COMMENTS DATED 3/6/26
DRAWN BY: MM	PROJECT NO. 25-069
CHECKED BY: RM	FN: SHEET-05.DWG
	VERT SCALE: N/A
	HOR SCALE: 1"=60'



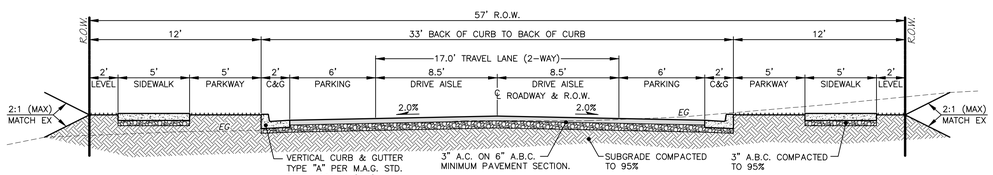
PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

PROJECT INFORMATION

CURRENT ZONING DISTRICT:	RR
PROPOSED ZONING DISTRICT:	R1 **REZONING IS REQUIRED**
PLANNED RESIDENTIAL DEVELOPMENT:	A P.R.D. IS PROPOSED UNDER 10-40.60.280
R.L.U.T.P.:	**A R.L.U.T.P. AMENDMENT MAY BE REQUIRED**
CUL-DE-SAC LENGTH:	MAX. LENGTH OF 1200' (AS SHOWN)
GROSS PARCEL SQUARE FOOTAGE:	568,148
GROSS PARCEL ACREAGE:	13.04288±
NET PARCEL SQUARE FOOTAGE:	148,522 (AREA WITHIN SETBACKS)
NET PARCEL ACREAGE:	3.40960± (AREA WITHIN SETBACKS)
NUMBER OF LOTS:	49
GROSS DENSITY:	3.76 UNITS / ACRE
NET DENSITY:	14.37 UNITS / ACRE
SETBACKS:	FRONT: 15' TO BLDG (OR SIDE LOAD GARAGE) FRONT: 20' FRONT LOAD GARAGE SIDE: 5' (INTERIOR), 10' (EXTERIOR) REAR: 20'
BUILDING FORM:	MIN. LOT SIZE: 5,000 S.F. MIN. WIDTH: 50' (INTERIOR LOTS) MIN. WIDTH: 55' (CORNER LOTS) MIN. DEPTH: 100'
MAXIMUM LOT COVERAGE:	70%
SECONDARY ACCESS:	IFC SECTION D107: DEVELOPMENTS OF ONE OR TWO FAMILY DWELLINGS WHERE THE NUMBER OF DWELLING UNITS EXCEEDS 30 SHALL BE PROVIDED WITH TWO SEPARATE APPROVED FIRE APPARATUS ACCESS ROADS. EXCEPTION: GREATER THAN 30 UNITS WILL REQUIRE A FIRE SPRINKLER SYSTEM INSTALL IN ALL UNITS (UP TO 50 UNITS PER THE C.O.F.)



TYPICAL LOT DETAIL
N.T.S.



TYPICAL ROADWAY CROSS SECTION
(PUBLIC IMPROVEMENT)
RESIDENTIAL LOCAL (C.O.F. STD. DET. No. 10-09-038)
N.T.S.

GENERAL NOTE

EXISTING FEATURES, BOUNDARY AND TOPOGRAPHIC INFORMATION SHOWN HEREON IS BASED ON A TOPOGRAPHIC AND BOUNDARY SURVEY PERFORMED BY **MOGOLLON** ENGINEERING & SURVEYING, INC. IN SEPTEMBER & OCTOBER OF 2025.

ABBREVIATIONS

C.B.	CATCH BASIN
S.D.	STORMDRAIN

HOUSING TYPE TABLE

ALL HOUSING TYPES PROPOSED FOR THIS SUBDIVISION SHALL BE SINGLE FAMILY DETATCHED

APPROXIMATE IMPERVIOUS SURFACES

EXISTING BUILDINGS:	17,975 S.F.
TOTAL EXISTING IMPERVIOUS:	*17,975 S.F.*
NEW BUILDING ROOFS:	137,984 S.F.
NEW CURB:	6,000 S.F.
NEW A.C. PAVEMENT:	54,364 S.F.
NEW CONCRETE SIDEWALKS:	15,300 S.F.
NEW CONCRETE VALLEY GUTTER:	356 S.F.
TOTAL NEW IMPERVIOUS:	*214,004 S.F.*

ROCV REQUIRED = 214,004 - 17,975 = 196,029 x 1/12 = 16,336 C.F.

EXISTING IMPERVIOUS SURFACE AREAS SHOWN IS BASED ON A TOPOGRAPHIC AND BOUNDARY SURVEY PERFORMED BY **MOGOLLON** ENGINEERING & SURVEYING, INC. IN SEPTEMBER & OCTOBER OF 2025. NEW BUILDING IMPERVIOUS IS BASED ON AN ASSUMED 40'x60' BUILDING FOOTPRINT WITH A 2' ROOF OVERHANG (2,816 S.F. BUILDING x 49 LOTS)

MATERIALS MANAGEMENT

EACH LOT WILL HAVE A CITY OF FLAGSTAFF APPROVED TRASH AND RECYCLE BIN

COMMON SPACE CALCULATIONS

GROSS LOT AREA:	397,481 S.F.
COMMON SPACE REQUIRED:	15% OF GROSS LOT AREA
COMMON SPACE CALCULATION:	397,481 x 15% = 59,622 S.F.
COMMON SPACE PROVIDED:	71,337 S.F. (17.9%)

ARIZONA 811 — MON - FRI 9am - 5pm — KNOW WHAT IS BELOW CALL BEFORE YOU DIG

Mogollon Inc
ENGINEERING &SURVEYING
618 E. Route 66
Flagstaff, Arizona 86001
Phone: 928-315-2653

PARTNERSHIP WITH CDE ENGINEERING + MANAGEMENT

HIDDEN HAVEN ESTATES
CONCEPT ZONING PLAN
GRADING & DRAINAGE

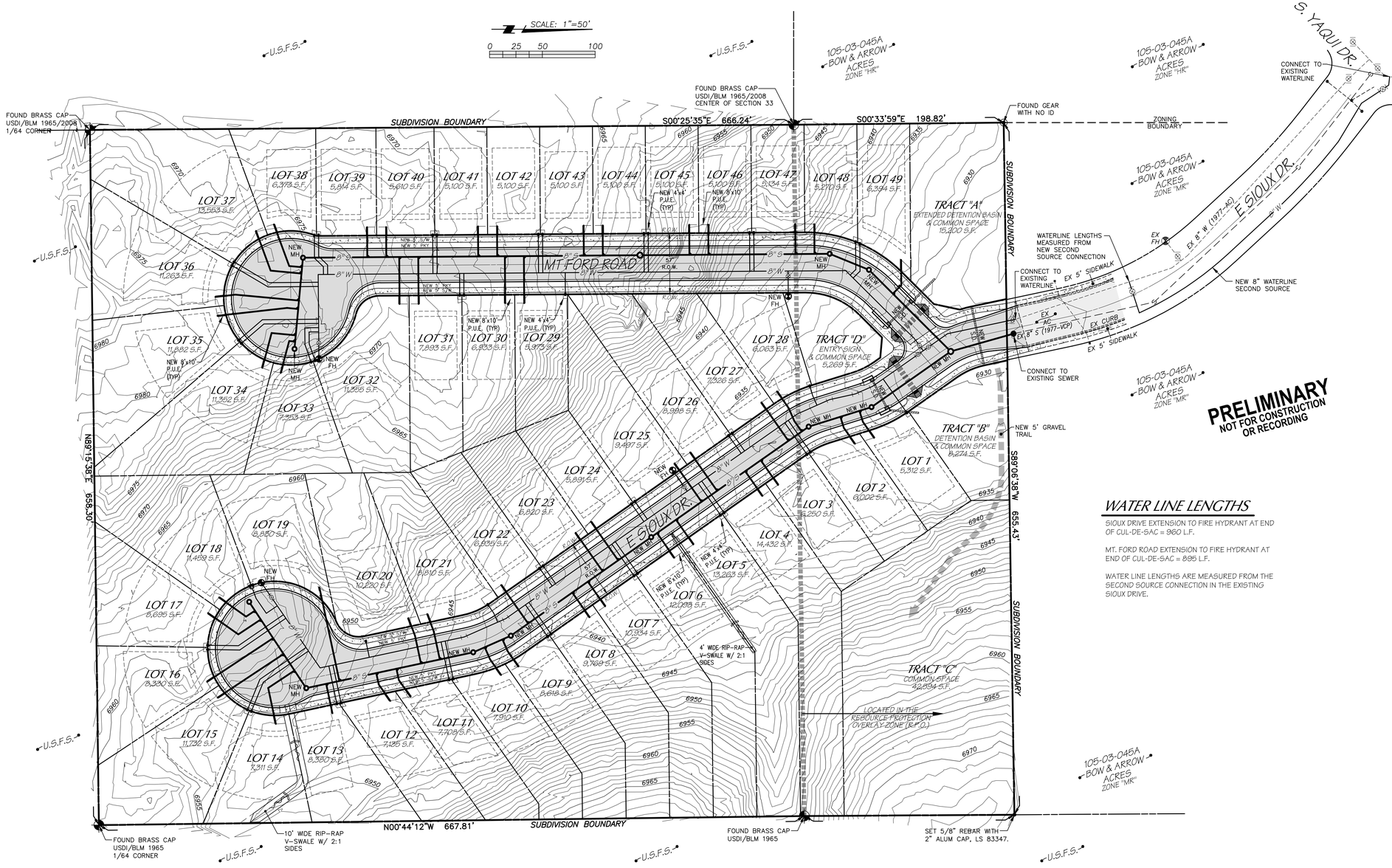
5/28/26
MES# 25-069

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

DATE: 5/28/26	REVISIONS PER C.O.F. COMMENTS DATED 2/6/26
DESIGNED BY: TMW	PER C.O.F. COMMENTS DATED 3/6/26
DRAWN BY: TMW	PROJECT NO. 25-069
CHECKED BY: RM/TMW	FN: SHEET-06.DWG
	VERT SCALE: N/A
	HOR SCALE: 1"=50'

SHEET NO. 6 OF 7

COF PROJECT # PZ-25-0087-02



PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

WATER LINE LENGTHS

SIOUX DRIVE EXTENSION TO FIRE HYDRANT AT END OF CUL-DE-SAC = 960 L.F.

MT. FORD ROAD EXTENSION TO FIRE HYDRANT AT END OF CUL-DE-SAC = 895 L.F.

WATER LINE LENGTHS ARE MEASURED FROM THE SECOND SOURCE CONNECTION IN THE EXISTING SIOUX DRIVE.

GENERAL NOTE

EXISTING FEATURES, BOUNDARY AND TOPOGRAPHIC INFORMATION SHOWN HEREON IS BASED ON A TOPOGRAPHIC AND BOUNDARY SURVEY PERFORMED BY **MOGOLLON** ENGINEERING & SURVEYING, INC. IN SEPTEMBER & OCTOBER OF 2025.

PUBLIC WATER & SEWER MAINS

ALL NEW 8" WATER & SEWER MAINS SHALL BE PUBLIC AND LOCATED WITHIN A 57' PUBLIC RIGHT OF WAY.

WATER & SEWER SERVICES

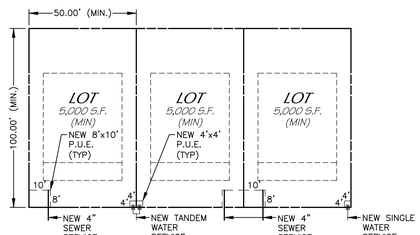
ALL NEW SEWER SERVICES SHALL BE 4" MINIMUM AND ALL NEW WATER SERVICES SHALL BE 3/4" MINIMUM. WATER METERS SHALL BE SIZED TO ACCOMMODATE THE REQUIRED FIRE SPRINKLER SYSTEMS.

BACKFLOW PREVENTION

BACKFLOW PREVENTION SHALL BE IN ACCORDANCE WITH CITY CODE SECTION 7-03-001-0015

FIRE PREVENTION

THIS PROJECT CONTAINS MORE THAN 30 UNITS AND DOES NOT HAVE SECONDARY ACCESS, THEREFORE ALL UNITS IN THIS SUBDIVISION ARE REQUIRED TO HAVE A FIRE SPRINKLER SYSTEM



TYPICAL WATER & SEWER SERVICE DETAIL
N.T.S.

ABBREVIATIONS

C.B.	CATCH BASIN
FH	FIRE HYDRANT
MH	MANHOLE
S.D.	STORMDRAIN

ARIZONA 811 — MON - FRI 8am - 5pm — KNOW WHAT IS BELOW CALL BEFORE YOU DIG

SHEET NO. 7 OF 7

COF PROJECT # PZ-25-0087-02

Mogollon Inc
ENGINEERING &SURVEYING
618 E. Route 66
Flagstaff, Arizona 86001
Phone: 928-315-2653

PARTNERSHIP WITH CD&E ENGINEERING • MANAGEMENT

HIDDEN HAVEN ESTATES
CONCEPT ZONING PLAN
UNDERGROUND UTILITIES

5/28/26
MES# 25-069

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

DATE: 5/28/26	REVISIONS: PER C.O.F. COMMENTS DATED 2/6/26
DESIGNED BY: MW	PER C.O.F. COMMENTS DATED 3/6/26
DRAWN BY: MW	PROJECT NO. 25-069
CHECKED BY: RM/MW	FN: SHEET-07.DWG
	VERT SCALE: N/A
	HOR SCALE: 1"=50'

618 E Route 66, Flagstaff, AZ 86001
928.395.2653
info@mogollonengineering.com

Hidden Haven Estates (PZ-25-00087-02)

Regional Plan Analysis

618 E Route 66, Flagstaff, AZ 86001
928.395.2653
info@mogollonengineering.com

Overview



Figure 1: Vicinity Map

Executive Summary

Hidden Haven Estates proposes a Concept Plan rezoning/PRD for single-family lots on 13.01 acres at 4200 Lake Mary Road (APNs: 105-05-001A, 105-05-002B/C/D). The proposal yields a gross density within the Flagstaff Regional Plan requirements for a suburban area. It also proposes minimum lots sizes over the requirement for a single-family subdivision, open-space tracts providing common space, on-site storm detention with LID, and utility extensions via Sioux Drive. Submitted materials include a project narrative, preliminary site plan, tree survey, topographic survey, preliminary drainage report/Drainage Impact Statement, Traffic Impact Statement, and a cultural resources survey. Water/Sewer Impact Analysis (WSIA), Fire Department review, final Tree Resource Protection Plan, final hydrology/LID designs, and draft

618 E Route 66, Flagstaff, AZ 86001
928.395.2653
info@mogollonengineering.com

CC&Rs remain outstanding and will be submitted through the Preliminary Plat and construction document phases of the City of Flagstaff Review process.

At a high level, the project advances key Regional Plan objectives—housing production, efficient use of urban infrastructure, infill-style development, final verification of utility capacity (WSIA), hillside slope compliance, demonstration of the City's 50% tree preservation, and provision of common space—while indicating intent to conform to Goals that promote LID, clustering, and pedestrian enhancements. Critical gaps that preclude unconditional conformity findings at this time include Fire Department acceptance of access and suppression, and finalized hydrology/LID, and CC&R commitments that allow for ADUs and maintenance. With the prioritized technical submittals and conditions recommended below, staff can make findings of conditional consistency with most applicable Goals.

Methodology

This analysis: (1) identified applicable Regional Plan Goal clusters (Goal IDs referenced in section headers), (2) reviewed the applicant's narrative and confirmed available submittals, (3) assigned conformity statuses (Conforms / Partially Conforms / Insufficient Evidence), (4) summarized evidentiary basis, and (5) recommended specific, time-bound conditions and submittals necessary to demonstrate clear conformity at entitlement and prior to final plat/permits.

Narrative

Hidden Haven Estates requests a Concept Plan approval and rezoning from Rural Residential (RR) to Single-Family Residential (R1) that meets PRD development standards to permit a single-family subdivision. The PRD includes five required design elements: a front entry feature (80 sf), recreational amenities within a park/common space, CC&Rs permitting ADUs, and an enhanced pedestrian environment with seating. The site totals ~13.01 acres (net after streets ~10.80 acres). Primary access and utilities are proposed to extend from Sioux Drive with a water main loop to reduce dead-end mains. Stormwater is proposed to be managed on-site via extended detention basins in Common space Tracts A and B; ROCV for new impervious will be included in these tracts as well. Applicant anticipates that homes will include fire sprinklers and that final engineering will meet FD access standards. Preliminary analyses indicate tree canopy preservation can be met to City of Flagstaff Standards; applicant submitted Resource Protection plans with the preliminary plat to demonstrate or achieve the City's 50% tree retention goal. Cultural survey draft submitted; Conditionally approved. WSIA has been completed and submitted. FD review is pending.

618 E Route 66, Flagstaff, AZ 86001
928.395.2653
info@mogollonengineering.com

Goal-by-Goal Findings, Evidence, and Recommended Conditions

Environment & Natural Resources (Goals: E&C.2, E&C.3, E&C.5–E&C.7, E&C.10)

The Regional Plan promotes greenhouse gas reduction and carbon neutrality (E&C.2), climate resilience, native vegetation and urban forest protection, preservation of natural landforms, and minimization of night-sky impacts. The Hidden Haven Concept Plan advances these objectives through a clustered development pattern that minimizes disturbance and reduces edge length, thereby limiting impacts to the wildlife corridor (E&C.10), concentrating grading, and preserving significant portions of existing tree canopy and natural topography. Storm detention is located within common space tracts, integrating drainage functions with preserved natural areas and reducing the extent of engineered structures in developable portions of the site.

Building and site design are intended to exceed baseline code performance for energy and water efficiency. Homes will be allowed to be constructed to efficiency targets. CC&R's will not restrict dwellings from being electric-ready or utilizing cold-climate heat pumps for space heating and cooling where feasible. The homes can be designed with a clear, documented pathway to convert to all-electric systems if requested by the homeowner. Common-area improvements will prioritize lower-embodied-carbon materials when feasible, and operational measures such as recycling and landscape water budgets will be established through the CC&Rs to further reduce lifecycle emissions and water use.

The project also supports E&C.2 through renewable-energy readiness and transportation-related GHG reductions. The subdivision is organized in such a way that the roof layouts will have a significant portion of roof area facing south. This supports PV installation and creates more efficient electric production. CC&Rs will not restrict installation of private home chargers, roof-top solar, and EV circuits.

With that said, it should be noted that there is existing gas services on-site. This gas service will need re-alignment to comply with utility easements and regulations. Because of this, gas service will be available to all proposed homes, but the CC&Rs will not require homeowners to use said gas service.

618 E Route 66, Flagstaff, AZ 86001
928.395.2653
info@mogollonengineering.com

Multimodal access and connectivity measures complement these energy and emissions strategies. A Connectivity & Street Design plan will provide continuous sidewalks on internal streets, pedestrian cut-throughs in lieu of unnecessary cul-de-sacs, secure bicycle parking at the common amenity area, and internal trail links with connections to open space tracts, consistent with the Regional Plan's emphasis on walking and biking. The subdivision's proximity to existing NAIPTA routes will be reflected in safe walking routes to nearby bus stops. Together, these measures are designed to reduce vehicle miles traveled, support mode shift, and lower overall GHG emissions associated with the project while conserving key natural resources on site.

618 E Route 66, Flagstaff, AZ 86001
928.395.2653
info@mogollonengineering.com

Growth Areas and Land Use & LU.13 (Goals: LU.1–LU.8, LU.5, LU.13)

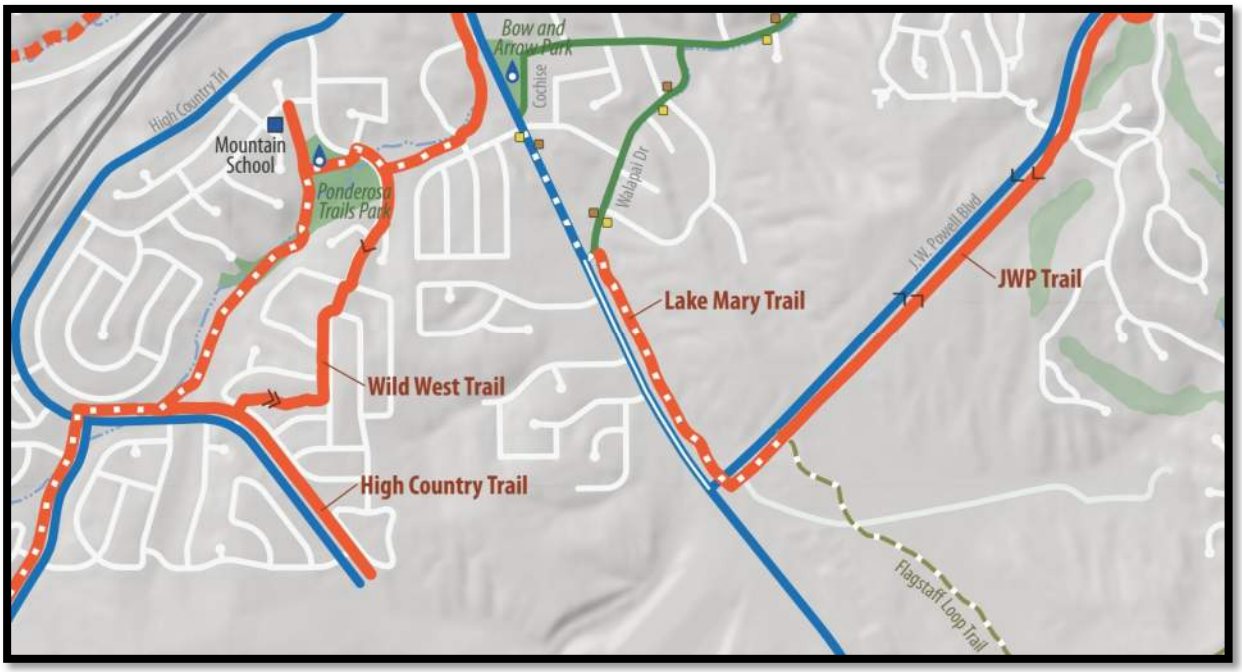


Figure 2: FUTS Trail Map

The Regional Plan encourages reinvestment, efficient use of existing urban infrastructure, housing diversity, and context-appropriate suburban design. Hidden Haven is located within existing City service boundaries and extends water and sewer from Sioux Drive, using a clustered R1/PRD layout and a gross density that is consistent with the Suburban Neighborhood range (2–13 u/ac). This pattern supports efficient infrastructure use while maintaining the quiet residential character anticipated for suburban areas.

The project advances LU.13 by creating a well-connected, walkable neighborhood with multimodal options and housing choices. The subdivision is organized around a primary spine road from Sioux Drive with a short secondary drive and only two short dead-end courts constrained by topography and adjacent USFS lands. Blocks are variable in size but laid out to minimize bicycle and pedestrian dead ends; the Concept Plan includes continuous sidewalks on primary streets, pedestrian cut-throughs in lieu of unnecessary cul-de-sacs, and internal multi-use trail links to open-space tracts.

Goals LU.13.1, LU.13.2, and LU.13.4 are specifically addressed through multimodal access and housing variety. The site lies within roughly 0.5 miles of existing NAIPTA transit stops (as documented in the TIS), and the project will provide safe walking routes toward those stops and coordinate with NAIPTA during traffic/engineering review to support feasible access

618 E Route 66, Flagstaff, AZ 86001
928.395.2653
info@mogollonengineering.com

improvements. Internally, continuous sidewalks, trail links to open space, and secure bicycle parking at the common amenity area promote walking and biking as everyday modes of travel.

Housing diversity and intensity are provided within a predominantly single-family context. The project offers a range of lot sizes above the minimum allowed by City of Flagstaff Zoning Code, allowing varied building footprints and product types within the R1/PRD framework. CC&Rs will permit accessory dwelling units (ADUs) where appropriate, enabling a mix of for-sale single-family homes, smaller-lot units, and ADUs to broaden household types and tenure options in the neighborhood while remaining within the Suburban Neighborhood density range.

Public, park, and open-space expectations for Suburban Neighborhoods are also met. Hidden Haven provides dedicated common space across tracts for passive recreation and habitat preservation, locates storm detention within those tracts to reduce the developed footprint, and preserves tree canopy and natural landforms as part of the design. While no standalone commercial or employment centers are proposed on site, the plan supports compatible home-based businesses and includes neighborhood-scale amenities such as trails and picnic areas, consistent with the Suburban Neighborhood description and the Regional Plan's goals for well-served, connected suburban communities.

Suburban Neighborhood Characteristics table (page IX-46)

Desired Pattern Well-connected neighborhoods, designed around an Activity Center.	Hidden Haven is a compact, single-access neighborhood organized around a primary spine road from Sioux Drive. Within the constraint of USFS land on three sides, the plan emphasizes internal connectivity: continuous sidewalks, pedestrian cut-throughs between short courts and the spine, and internal trails linking homes to open-space/amenity tracts. These tracts function as the neighborhood's informal activity focus for daily recreation, gatherings, and access to nature.
Block Size Block size is variable… blocks are well organized, with few bicycle and pedestrian dead ends. Cul-de-sacs are minimized in the design of new neighborhoods.	Block size and shape are adapted to the site's single access point and USFS boundaries. The layout uses one primary spine and a single tee intersection, resulting in only two short cul-de-sacs that are necessary due to topography and federal land edges. Bicycle and pedestrian "dead ends" are minimized by providing continuous sidewalks, short walking connections, and trail links so that residents can walk between streets and open-space tracts without backtracking, even where additional vehicle connections are impossible.

Mogollon Engineering & Surveying Inc
618 E Route 66, Flagstaff, AZ 86001
928.395.2653
info@mogollonengineering.com

Density Range Residential lots 2–13 units/acre; higher within pedestrian shed; 6–29 u/ac for mixed-use outside shed.	Hidden Haven proposes single-family lots on 13.01 acres (gross), for a density comfortably within the 2–13 u/ac Suburban Neighborhood range. The R1/PRD framework with smaller lot sizes (above the COF minimum) allows modest intensity while preserving open space and tree canopy, consistent with suburban character and future flexibility for "missing-middle" forms if appropriate. No residential mixed-use is proposed on this site.
Intensity FAR ≥ 0.2; suburban commercial/office/medical/institutional in activity center cores/corridors.	The project is purely residential with supporting common space and does not introduce commercial or institutional floor area. Intensity is provided through efficient lot layout and clustering rather than higher FARs. Any future commercial or institutional uses would be directed toward designated Suburban Activity Centers and corridors, not within this interior neighborhood.
Air Quality Consider long-term impacts.	Hidden Haven supports air quality goals by: (1) clustering to shorten infrastructure and reduce disturbed area; (2) allowing PV panel installation and allowing EV chargers, encouraging low-emission vehicles; (3) providing sidewalks and internal trails to support walking and biking; and (4) using extended detention and LID-type drainage to protect downstream air and water quality by limiting dust and erosion.
Solar Access Consider solar access for all development, allowing passive and active solar.	Homes are oriented and detailed to allow rooftop solar (PV-ready roofs with conduit) and to take advantage of passive solar access where feasible. The clustering and open-space configuration help limit excessive shading between buildings, improving opportunities for active and passive solar systems on individual homes.
Residential Quiet residential neighborhoods… may include parks, recreation, religious, schools; full services including transit and bike trails.	Hidden Haven is a quiet, for-sale single-family neighborhood at the urban periphery, consistent with the Residential description. It incorporates neighborhood-scale recreation in open-space/amenity tracts with trails and picnic areas and is within walking distance (~0.5 miles) of existing NAIPTA transit stops. Sidewalks, internal trails, and connections to open space support bike and pedestrian movement; core utilities are extended from Sioux Drive, providing full urban services.
Commercial Minimal;	No new commercial buildings are proposed. The subdivision supports the guideline of minimal interior commercial by relying on existing

Mogollon Engineering & Surveying Inc
618 E Route 66, Flagstaff, AZ 86001
928.395.2653
info@mogollonengineering.com

home-based businesses and childcare; larger uses in activity centers.	commercial/services in nearby centers and by allowing typical home-based businesses through CC&Rs and City regulations. Childcare or other neighborhood-scale services, if pursued, would be integrated in a manner consistent with zoning and the Suburban Neighborhood role.
Public / Institutional Schools, churches create central and well-connected neighborhoods.	While no school or church is proposed within Hidden Haven, the circulation and open-space pattern are designed so that, if such uses located nearby, the subdivision's sidewalks, internal trails, and single clear access to Sioux Drive will provide convenient and safe connections. The common open-space and amenity areas function as small neighborhood focal points, reinforcing a sense of place.
Employment Home-based businesses are appropriate; industrial/R&D not outside activity centers.	The plan is residential and does not introduce industrial or research uses. It is compatible with home-based businesses (subject to City regulations), aligning with the Suburban Neighborhood guidance that employment here should be small-scale, home-based, and not industrial in character.
Parks Suburban parks and recreation facilities, public or private; range of park types based on density/intensity.	Hidden Haven provides privately owned common space in tracts that function as neighborhood-scale parks. These tracts support passive recreation (trails, seating, picnicking) and integrate stormwater features, consistent with the Suburban parks description. The amount and character of open space match the project's modest density and suburban context.
Open Space / Public Space Natural areas, greenways, trails, corridors, floodplains, wildlife habitat, etc.	The project's open-space tracts preserve existing trees, natural landforms, and wildlife corridor, and host stormwater basins as part of a greenway-type system within the subdivision. Trails and pedestrian connections provide passive recreation (walking, biking, picnicking) and visual access to preserved natural areas, directly reflecting the open-space description in the table.
Conservation Refer to Natural Resources maps.	Hidden Haven's clustered layout, common space, and tree and slope preservation strategy are designed to be compatible with mapped natural resources and adjacent USFS lands. Detention, LID-style drainage, and wildlife-corridor sensitivity (via clustering and open-space placement)

618 E Route 66, Flagstaff, AZ 86001
928.395.2653
info@mogollonengineering.com

	support conservation objectives associated with the Natural Resources maps.
Agriculture Yard gardens, community gardens, fruit trees, etc.	While no dedicated community garden is mapped, the single-family lots and open-space design allow room for private yard gardens and small-scale food production (e.g., fruit trees) consistent with CC&Rs and City standards. This supports the potential for household-level urban agriculture envisioned in the Suburban Neighborhood characteristics.
Special Districts (Airport Business Park, Cultural Center, etc.)	Hidden Haven is not within a designated special district and does not propose one. It is a conventional Suburban Neighborhood that complements, rather than competes with, planned special districts elsewhere in the city.

Suburban Areas

Within suburban-design goal context, the project's lot sizes, street sections, and proposed utility looping support compact, conventional suburban development patterns. The proposal's open-space tracts and clustering illustrate intent to preserve resources and provide neighborhood amenities. Final engineering must demonstrate that road cross-sections, pedestrian facilities, and service provision (water, sewer, solid waste) meet suburban-level standards without creating off-site detriment.

618 E Route 66, Flagstaff, AZ 86001
928.395.2653
info@mogollonengineering.com

Open Space & Recreation (Goals: OS.1 series; REC.1 series)



Figure 3: Proposed Open Space Improvements - Picnic Area

Open-space and recreation goals promote integration of recreational and natural areas, accessible trails, and clearly defined maintenance responsibilities. Hidden Haven meets these goals by committing to common space distributed across dedicated tracts that preserve existing tree canopy, natural landforms, and portions of the wildlife corridor while also accommodating neighborhood-serving amenities.

Within these open-space tracts, the Concept Plan includes internal soft-surface trail segments, a picnic/gathering area, and seating that provide passive recreation opportunities and visual relief consistent with suburban character. Trail segments and pedestrian connections are designed to connect directly to internal sidewalks and to offer routes from the neighborhood to the open spaces, supporting everyday use by residents of varied ages and abilities.

Long-term stewardship of these open spaces and amenities will be established through CC&Rs and a homeowners' association or comparable mechanism, which will identify maintenance obligations for landscape, trails, and recreational features. In this way, the project not only preserves and highlights the site's natural assets but also provides functional, accessible neighborhood recreation consistent with the OS.1 and REC.1 goal framework of the Regional Plan.

618 E Route 66, Flagstaff, AZ 86001
928.395.2653
info@mogollonengineering.com

Water Resources / Stormwater / Soils (Goals: WR.1–WR.6; Low Impact Development; Soils)

Water resource goals prioritize low impact development (LID), downstream protection, and erosion control. Hidden Haven advances these goals by managing stormwater on site, sizing detention to match the required runoff control volume, and locating extended-detention basins within common space tracts so that hydrologic functions are integrated with preserved natural areas. The preliminary drainage report demonstrates the project's intent to comply with City drainage criteria by evaluating pre- and post-development conditions and identifying necessary storage and outlet structures to avoid adverse downstream impacts.

The project is planned to incorporate LID principles by emphasizing distributed detention, flow attenuation, and use of natural topography to slow, store, and infiltrate runoff where feasible. Detention facilities in the open-space tracts, combined with preserved vegetation and minimized disturbance through clustering, help reduce peak flows, limit erosion potential, and protect downstream channels and water quality. Future geotechnical and soils investigations will guide detailed LID design—such as confirming infiltration rates, side slopes, and basin configurations—to ensure that facilities function effectively and maintain slope stability.

Erosion and sediment control will be addressed through best management practices during construction, coordinated with final grading and drainage plans to protect disturbed areas and adjacent natural resources. Long-term operations and maintenance responsibilities for stormwater facilities will be established through CC&Rs or similar mechanisms so that detention basins, inlets, and conveyance elements remain functional over the life of the subdivision. Collectively, these measures align the project with Regional Plan goals for responsible water resource management and LID-oriented subdivision design.

In the existing condition, all on-site drainage runs towards the existing dead end of E. Sioux Drive along the northern property line. The site receives water from an off-site watershed of approximately 28.37 acres to the south and east. In the developed condition, site drainage patterns will generally remain unaltered. The proposed sidewalks, houses, and other impervious areas will all flow towards the roadways which will intercept the water and direct it towards a detention pond located near the northern entry drive. This detention pond will be sized to attenuate the 2-yr, 10-yr, and 100-yr storm events. The total flow leaving the site at the northern property line will be attenuated to predevelopment flow rates.

618 E Route 66, Flagstaff, AZ 86001
928.395.2653
info@mogollonengineering.com

Community Character / Design / Heritage (Goals: CC.1–CC.4, CC.2 heritage)



Figure 4: View to San Francisco Peaks from Hidden Haven Subdivision

Community Character goals emphasize context-sensitive design, viewshed protection, and appropriate treatment of cultural resources. Hidden Haven's PRD-style clustering, front entry feature, and pedestrian seating areas support a compatible neighborhood scale and layout that respond to surrounding residential and forested conditions. Cultural resources have been evaluated through a formal survey process, and final cultural clearance/mitigation was approved by the City of Flagstaff Heritage Preservation Committee on 4/16/26, demonstrating that the project appropriately addresses CC.2 heritage and related policies.

The subdivision's architectural and landscape approach further advances these goals by establishing clear style guidelines contained within an HOA enforced architectural style book that ensure new homes are visually cohesive and respectful of the forested setting. Design standards call for natural materials, color palettes—including local natural stone accents, earth-tone browns, and subdued greens—, and shared design elements – like entry patios, to

618 E Route 66, Flagstaff, AZ 86001
928.395.2653
info@mogollonengineering.com

integrate buildings with existing topography and tree canopy and to reduce visual contrast from public vantage points, preserving a mountain-neighborhood character. Landscaping and site design will emphasize native plantings, permeable and naturalistic hardscape, and low-impact grading so that architecture and landscape function as a unified, place-based composition consistent with the Regional Plan's community character objectives.

618 E Route 66, Flagstaff, AZ 86001
928.395.2653
info@mogollonengineering.com

Transportation (Goals: T.1–T.5, T.8)

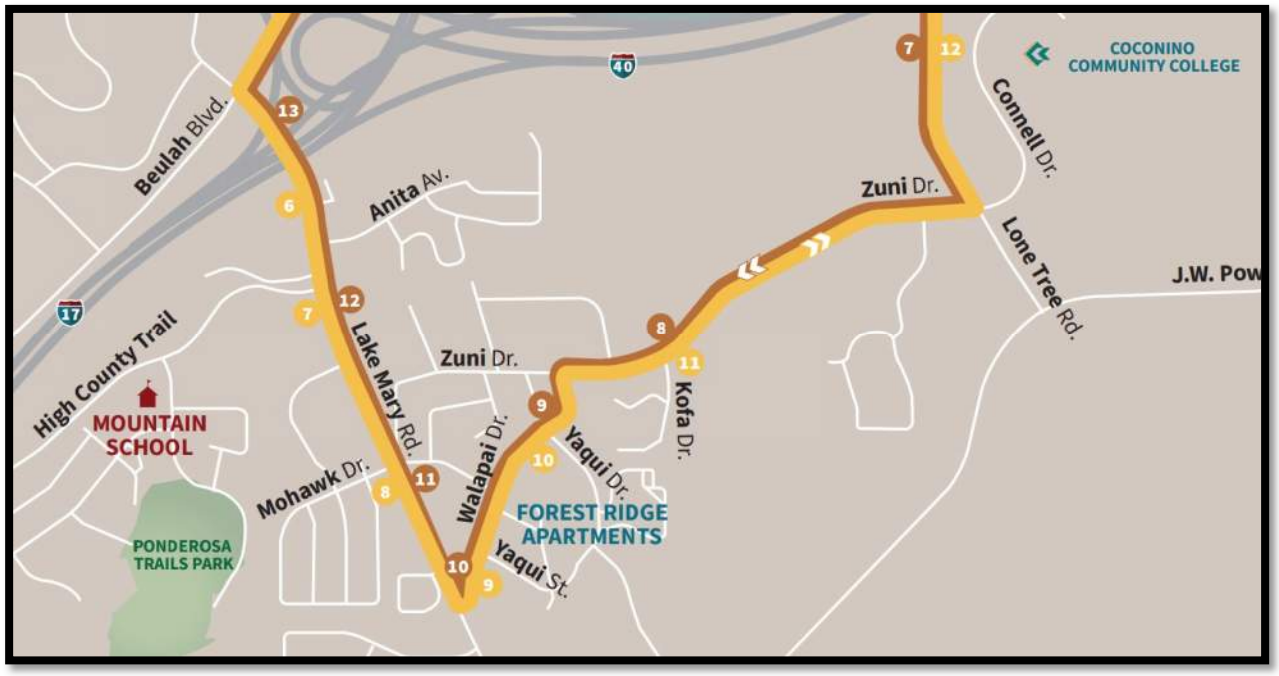


Figure 5: NAIPTA Routes - 2 Bus stops within 0.5 miles of Hidden Haven Subdivision

The Regional Plan calls for a balanced, context-sensitive multimodal transportation system that improves access, safety, and connectivity while minimizing environmental impacts. Hidden Haven supports these goals by organizing circulation around a primary spine road from Sioux Drive with a short secondary drive and only two short dead-end courts, which are limited by topography and adjacent USFS lands. This layout minimizes cul-de-sacs, provides clear neighborhood circulation, and supports a functional hierarchy of local streets consistent with Goal T.8. A Traffic Impact Statement (TIS) has been prepared and conditionally approved, demonstrating that the project's street network and access points can operate safely and efficiently within the broader system.

Internally, the Concept Plan provides continuous sidewalks along primary streets, pedestrian cut-throughs in lieu of unnecessary cul-de-sacs, and trail links to open-space tracts, which together enhance walkability and support Goals T.1, T.2, and T.5 for safe and connected pedestrian infrastructure. Bicycle access is accommodated through internal street and trail connections and secure bike parking at the common amenity area. The subdivision's proximity to existing NAIPTA transit stops (documented in the TIS), coupled with planned signed walking routes toward those stops, reinforces the Regional Plan's emphasis on multimodal access (T.1, T.7).

Mogollon Inc
ENGINEERING & SURVEYING

618 E Route 66, Flagstaff, AZ 86001
928.395.2653
info@mogollonengineering.com

The project also advances T.3 environmental and T.4 quality-of-life goals by integrating transportation design with LID/stormwater features where feasible, maintaining neighborhood-scale street widths, and incorporating traffic-calming elements appropriate to a suburban residential context. The CC&rs will not restrict EV infrastructure located at the homes, this further supports a shift toward lower-emission travel and complements the project's broader energy and GHG-reduction commitments.

Although the Suburban Neighborhood characteristics state that cul-de-sacs should be minimized, Hidden Haven's site is uniquely constrained on three sides by USFS lands, leaving only a single connection point to the existing public right-of-way on Sioux Drive. Within this context, the subdivision minimizes cul-de-sacs to the extent practicable by organizing circulation around one primary spine road that extends from Sioux Drive and a single tee-intersection, resulting in only two short dead-end courts needed to serve interior lots. No realistic opportunities exist for additional vehicular or future street connections to non-USFS properties. To uphold the intent of the Regional Plan, the layout complements these necessary cul-de-sacs with continuous sidewalks, pedestrian cut-throughs that shorten walking distances, and internal trail connections to open-space tracts, thereby maintaining a high level of pedestrian and bicycle connectivity even where additional street connections are physically and jurisdictionally infeasible.

618 E Route 66, Flagstaff, AZ 86001
928.395.2653
info@mogollonengineering.com

Public Facilities, Safety & Fire (Goals: PF.1–PF.3)

Public facilities and safety goals require that new development provide adequate emergency access, fire suppression capability, and fair-share infrastructure. Hidden Haven is designed with engineered street sections and access from Sioux Drive that accommodate emergency vehicle movements and turning radii consistent with Fire Department standards. There is also a looped water main extension to support both domestic and fire flow reliability. Hydrant locations and spacing are planned to meet City and Fire Department criteria, ensuring that all lots are within effective coverage.

The project further advances PF.1–PF.3 by committing to residential fire sprinklers in all homes, enhancing life safety and mitigating wildfire- and structure-fire risk in the wildland–urban interface context. Water and Sewer Impact Analysis (WSIA) work is being coordinated with the City to confirm available capacity and any needed off-site improvements so that the development contributes its fair share toward utility infrastructure. Together, these design features and commitments demonstrate that Hidden Haven is consistent with the Regional Plan's goals for safe, well-served neighborhoods supported by adequate public facilities and fire protection.

618 E Route 66, Flagstaff, AZ 86001
928.395.2653
info@mogollonengineering.com

Neighborhoods, Housing & Urban Conservation (Goals: NH.1, NH.3, NH.4)



Figure 6: Neighborhood Character - Single Family Detached Housing

Neighborhood and housing goals encourage a variety of housing options, pedestrian-oriented design, and the allowance of accessory dwelling units (ADUs) where appropriate. Hidden Haven contributes for-sale single-family homes within an existing service area, in a pattern that supports quiet residential character while introducing diversity through a range of lot sizes and product types within the R1/PRD framework. This variety helps accommodate different household sizes and lifecycle stages, consistent with NH.1 and NH.3.

The subdivision is planned as a walkable neighborhood with continuous sidewalks along primary streets, pedestrian cut-throughs to reduce walking distances, and internal trail connections to open-space tracts and common amenities. These features support everyday walking, neighborhood interaction, and access to recreation areas, aligning with the pedestrian-orientation emphasis of NH.3 and NH.4. CC&Rs will allow ADUs where permitted by

618 E Route 66, Flagstaff, AZ 86001
928.395.2653
info@mogollonengineering.com

zoning, enabling homeowners to add secondary units over time; this flexibility broadens tenure choices, supports intergenerational living and small rentals, and advances the Regional Plan's goals for housing variety and incremental neighborhood evolution.

618 E Route 66, Flagstaff, AZ 86001
928.395.2653
info@mogollonengineering.com

Cost of Development / Fiscal (Goals: CD.1 series)

Cost of development goals require that new projects pay a fair and proportionate share of the public improvements and services they necessitate. Hidden Haven is being planned to comply with these goals by identifying necessary on- and off-site infrastructure—such as water system extensions and any capacity-related improvements—and by coordinating with the City on appropriate impact fees and cost responsibilities.

The project's location within existing service boundaries and its use of looped water and sewer connections help leverage existing infrastructure efficiently, limiting the extent of entirely new systems while ensuring that any required upgrades attributable to the development are properly assigned. New infrastructure and associated fee structure will address off-site improvements, impact fees, and financial assurances so that the subdivision contributes equitably to the capital and operating costs of public facilities consistent with the CD.1 fiscal responsibility framework of the Regional Plan.

618 E Route 66, Flagstaff, AZ 86001
928.395.2653
info@mogollonengineering.com

Conclusion

Hidden Haven Estates presents a development that materially advances key Regional Plan goals across environment, land use, transportation, housing, and fiscal responsibility. The project adds for-sale homes within existing City service boundaries at a density that fits the Suburban Neighborhood range, while using a clustered layout to protect tree canopy, topography, and a wildlife corridor. A portion of the site is dedicated as common space in tracts that integrate stormwater detention with preserved natural areas, provide passive recreation, and maintain visual and ecological continuity with surrounding forest lands.

The subdivision's circulation and neighborhood form are designed to create a well-connected, walkable suburban pattern consistent with LU.13 and the Transportation goals. A primary spine road from Sioux Drive, short secondary drive, and only two constrained dead-end courts are paired with continuous sidewalks, pedestrian cut-throughs in lieu of unnecessary cul-de-sacs, and internal multi-use trail links to open space. Secure bicycle parking at the common amenity area and signed walking routes toward nearby NAIPTA bus stops support multimodal travel. Street sections, emergency access geometry, and a looped water and sewer network are designed to meet safety and service standards while leveraging existing infrastructure efficiently.

The project also advances sustainability and community character objectives. CC&Rs will not restrict EV chargers, PV panel installation, or all-electric construction to support Flagstaff's carbon-neutrality goal. HOA enforced architectural guidelines emphasize context-sensitive design using natural stone accents, earth-tone browns, and subdued greens, together with native landscaping and low-impact grading, to preserve a mountain-neighborhood character and blend the subdivision into its forested setting.

From a housing and neighborhood perspective, Hidden Haven delivers quiet single-family character while supporting variety through a range of lot sizes and ADU-permissive CC&Rs, broadening household types and tenure options in line with NH.1, NH.3, and NH.4. Cost-of-development goals are met by locating the project within existing service areas, extending looped utilities, and using a Development Agreement and impact fees to assign fair-share responsibility for off-site and system improvements. Taken together, these land use, design, infrastructure, and sustainability commitments demonstrate that Hidden Haven Estates is consistent with, and in several respects exceeds, the intent of the Regional Plan goals applicable to this site.

618 E Route 66, Flagstaff, AZ 86001
928.395.2653
info@mogollonengineering.com

Appendix — Documents Reported Available for Review (as submitted)

- Project narrative (M.E.S. Project No. 25-069, Descriptive Narrative, dated January 20, 2025)
- Preliminary site/Concept Plan – Revised and Submitted
- Tree survey (digital model) — Resource Protection Plan Submitted with Preliminary Plat.
- Topographic survey - Submitted
- Preliminary drainage report & Drainage Impact Statement— submitted.
- Traffic Impact Statement — submitted; Conditionally Approved.
- Cultural resources draft survey — submitted; Conditionally Approved.
- Water & Sewer Impact Analysis — Submitted.
- Fire Department review — not yet performed.
- Draft CC&Rs — not provided.

PO Box 30836, Flagstaff, AZ 86003 | 928.522.9287
618 East Route 66, Flagstaff, AZ 86001 | Fax 928.522.9358
7075 W Bell Rd Ste 9, Glendale, AZ 85308 | 602.438.2700

Neighborhood Meeting(s) Plan — Hidden Haven Subdivision

Project: Hidden Haven Subdivision (single-family homes on 13 acres; currently vacation cabins)

Address/APNs: 4200 Lake Mary Road, Flagstaff AZ 86005; APNs 105-05-001A, 105-05-002B, 105-05-002C, 105-05-002D

Applicant/Primary Contact: Mary & Brian Bostwick / azmountaininn@msn.com / 928-774-8959

Civil Engineer of Record: Ryan Mahar, P.E., Civil Design & Engineering, Inc.

1. **Purpose**

   Conduct neighborhood meeting(s) per Zoning Code Sections 10-20.30.060 and 10-20.30.070. Provide information, solicit feedback, and discuss City of Flagstaff process.

2. **Meeting format, date, time, and host**

   - Format: Virtual (Microsoft Teams).
   - Date (target): March 1 (final date/time to be coordinated with City staff).
   - Time: 4:00 PM — 5:00 PM (one session).
   - Host/tech: Applicant will provide Teams organizer account and handle tech on the day of the meeting.
   - Recording: No audio/video recording. Official record will be meeting notes compiled into minutes/summary.

3. **Notification recipients**

   - Owner/occupant lists: Applicant has prepared GIS-based lists for required radii:
     - 300-foot radius: property owners, citizens, jurisdictions, public agencies within 300'.
     - 1,000-foot radius: Homeowners Associations, Neighborhood Associations, Registry of Interested Persons/groups within 1,000'.
   - Additional stakeholders to be notified: Flagstaff Unified School District; utilities: Optimum (cable), Lumen (telecom), APS (electric), UniSource (gas).

4. **Notification methods and materials**

   - Methods: Mailed notices to owner/occupant list; site signs on project frontage. (Applicant already has draft notice and sign text.)
   - Mailings: Schedule and send mailed notices in accordance with the City of Flagstaff minimum notification timeframe. Include meeting date/time, Teams link/QR code (to be

Mogollon Engineering & Surveying Inc
PO Box 30836, Flagstaff, AZ 86003 | 928.522.9287
618 East Route 66, Flagstaff, AZ 86001 | Fax 928.522.9358
7075 W Bell Rd Ste 9, Glendale, AZ 85308 | 602.438.2700

added after City coordination), brief project summary, contact info, and instructions for verbal comment during the meeting.

- Site signs: Post signs per City guidance; signs will include meeting notice and placeholder for Teams link/QR (updated once date/time confirmed).
- Follow-up: Applicant will provide Planning staff with copies of mailed notice (blank form), mailing schedule, and photo(s) of posted site sign placement.

5. **Materials to be available at the meeting**
   - Concept zoning plan (from rezoning package)
   - Preliminary Drainage Report
   - Preliminary Traffic Impact Statement
   - Cultural Resource Protection Report
6. **Meeting agenda (deliverable)**
   - 4:00 — 4:05 PM: Welcome, introductions, purpose and ground rules
   - 4:05 — 4:15 PM: Project overview (applicant) — site, scope, timeline, key reports
   - 4:15 — 4:35 PM: Technical highlights (Ryan Mahar — civil/drainage; summary of traffic and cultural resource findings as needed)
   - 4:35 — 4:55 PM: Public Q&A and verbal comments (moderated)
   - 4:55 — 5:00 PM: Next steps, how comments will be used, contact info, and closing
7. **Public comment collection and documentation**
   - Public comments: Collected verbally during the meeting. Moderator will request speaker to state name and address before comment (names/addresses will be included in final summary).
   - Meeting notes: A designated note-taker will record attendance, summary of comments, and applicant responses. No audio/video recording will be posted.
   - Final summary: Applicant will prepare a final summary letter (digital) for submittal to Planning Director that includes meeting date/time, attendee list (names and addresses as collected), summary of comments and applicant responses, copies/photos of mailed notices and sign placement, and any follow-up actions.
8. **Deliverables to Planning Director (digital submission)**
   - Final summary letter (meeting minutes/summary) including:
     - Meeting date/time/format and host

Mogollon Engineering & Surveying Inc
PO Box 30836, Flagstaff, AZ 86003 | 928.522.9287
618 East Route 66, Flagstaff, AZ 86001 | Fax 928.522.9358
7075 W Bell Rd Ste 9, Glendale, AZ 85308 | 602.438.2700

- Notification list/map and mailing schedule (showing adherence to City minimum notice period)
- Copies of mailed notice (final version with Teams link/QR)
- Photo(s) of posted site sign(s)
- Attendee list (names and addresses — included per applicant request)
- Summary of verbal comments and applicant responses
- Statement that materials (concept zoning plan, PDR, PTIS, cultural report) were available

- Applicant will submit final summary digitally to Planning Director per City submittal guidelines.

9. **Schedule checklist (to be finalized once City notice period is confirmed)**
   - Confirm meeting date/time with City and reserve March 1 target.
   - Insert Teams link/QR into mailed notice and site signs after City confirmation.
   - Mail notices per City minimum timeframe so recipients receive notice before meeting.
   - Post site signs at required locations prior to meeting.
   - Hold virtual meeting on scheduled date/time.
   - Prepare and submit final summary letter and attachments to Planning Director (digital).

CITIZEN PARTICIPATION REPORT FOR HIDDEN HAVEN ESTATES

COF CASE NO.: PZ-25-00087

CITY OF FLAGSTAFF
COCONINO COUNTY, ARIZONA

Submitted: July 27th, 2026

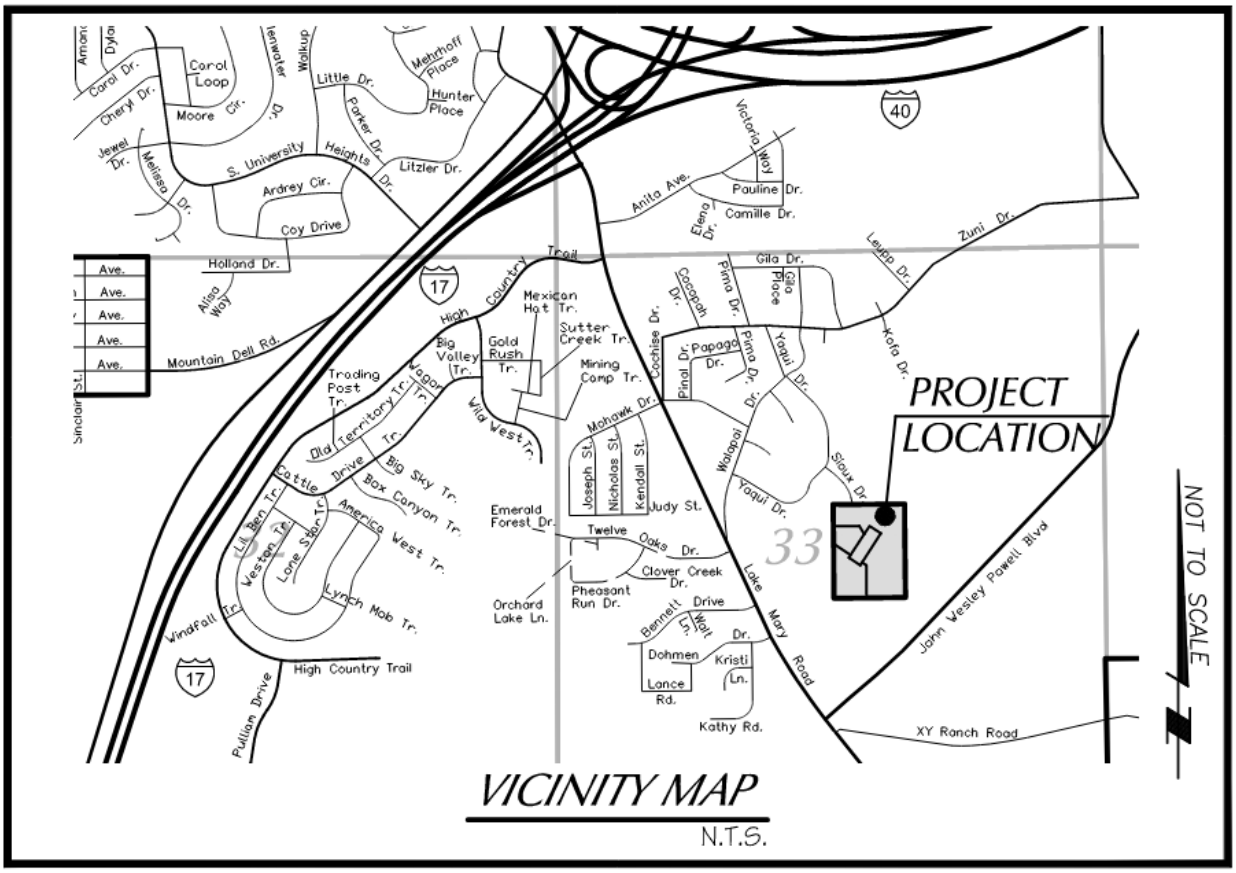
Prepared by:
Mogollon Engineering & Surveying, Inc.
618 E. Route 66
Flagstaff AZ. 86001
(928) 522-9287

Prepared for:
City of Flagstaff
Planning Department
211 W Aspen Ave
Flagstaff AZ. 86001

Mogollon ENGINEERING & SURVEYING inc

PROJECT OVERVIEW

The proposed project involves the redevelopment of the existing Arizona Mountain Inn property, which is currently comprised of four Rural Residential parcels, into a single-family residential subdivision. The site is located along Lake Mary Road in Flagstaff, Arizona (Coconino County APNs 105-05-001A, 105-05-002B, 105-05-002C, and 105-05-002D). The project includes a request for a Zoning Map Amendment to rezone approximately 13 acres from Rural Residential (RR) to Single-Family Residential (R1). The proposed rezoning would facilitate a Planned Residential Development (PRD).



VIRTUAL NEIGHBORHOOD MEETINGS

Mogollon Engineering held one neighborhood meetings. Details of the noticing, posting, and meeting summary are as follows:

July 01, 2026 First Virtual Neighborhood Meeting

Mailing Notification

On June 17th, 2020, the mailing notification for the first virtual neighborhood meeting was completed. Notification letters were sent via first class mail to property owners within 300 FT, property owners' associations and homeowner's associations within a 300 FT, individuals, groups, etc. on the City's "Registry of Persons and Groups" as provided by the City, Coconino County, and Mary and Brian Bostwick, the owner of the Property (collectively, "Affected Parties").

The Notice of Neighborhood Meeting letter set forth the purpose of the of the meeting, request description, date and time, instructions for registering for the virtual neighborhood meeting, location and acreage, aerial map, conceptual site plan, and contact information for Mogollon Engineering, the Applicant, and Ben Mejia, City Planner assigned to the Application.

See Appendix A - Affidavit of First Neighborhood Meeting Notification.

Site Posting Notification

On June 17th 2026, a notification sign was installed along the property's frontage at Sioux Drive setting forth the purpose of the meeting, request description, date and time, registration link for the virtual neighborhood meeting, acreage, and contact information for the Applicant and Ben Mejia.

See Appendix A - Affidavit of Sign Posting

Meeting Summary

The first neighborhood meeting for the Application was held on July 1st at 5:00PM. The meeting was held via Microsoft Teams, and consisted of a formal presentation followed by a question/answer and comment session. Only one person attended the meeting. The development team provided contact information to the attendee and asked the attendee to provide their name and address to be kept in the loop of project progress, but the attendee did not share any contact information.

A list of meeting attendees are provided below:

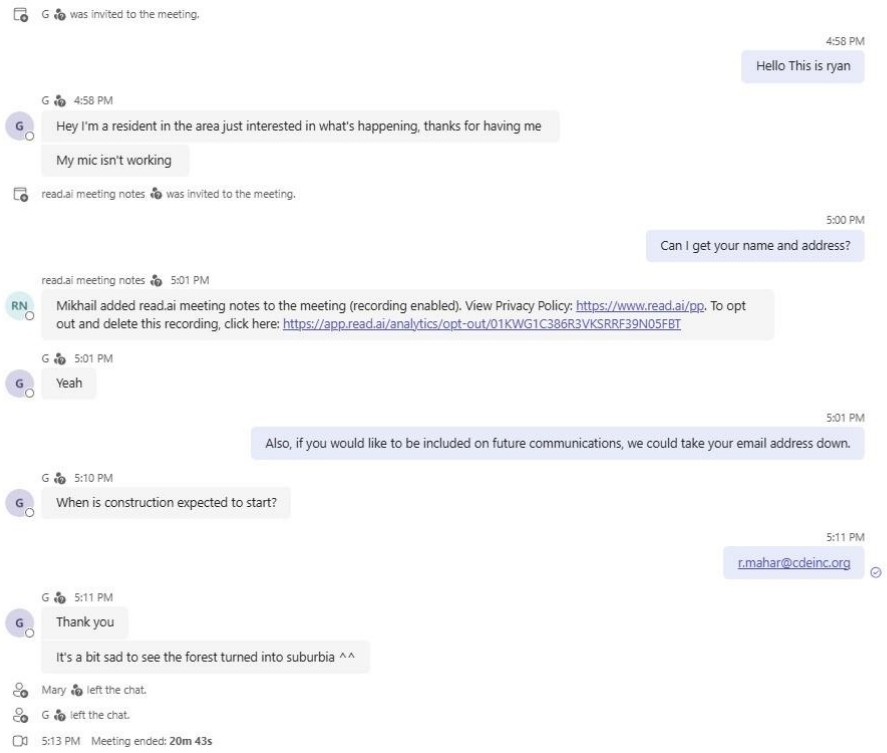
Ian Braun – Design Team
Ryan Mahar – Design Team
Mikhail Johnson – Design Team

Mary Bostwick – Property Owner
Brain Bostwick – Property Owner
G – Sole Attendee

Representatives from the Development Team provided a formal presentation that included the proposed site plan, project renderings, and other supporting exhibits. The presentation provided an overview of the proposed development.

During the question and answer portion of the meeting, the attendee asked when construction was anticipated to begin. The Development Team responded that construction was expected to commence on February 22, 2027. The Development Team then invited any additional questions; however, no further questions were raised at that time.

As the meeting was concluding, the sole attendee submitted a message in the meeting chat. The chat message is included below. No contact information was provided by the attendee. The meeting adjourned at 5:12 p.m.



Given the lower than anticipated attendance and the limited substantive feedback received during the meeting, the Development Team respectfully requests that the requirement for a second public meeting be waived.

Affidavit of Sign Posting

Case Number: PZ-25-00087

Project Name: Hidden Haven Estates

Applicant Name: Mary & Brian Bostwick

Location: 4200 Lake Mary Road

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statute, the **applicant** for public hearings in the City of Flagstaff shall post signs as prescribed by Section 10-20.30.080 of the City of Flagstaff Zoning Code. **It shall be the responsibility of the applicant to erect and to maintain the sign on the subject property 15 days prior to the hearing and to update the hearing information on the sign until final disposition of the case. It shall also be the responsibility of the applicant to remove the sign within seven (7) days after the final disposition of the case.**

I confirm that the site has been posted as detailed in Section 10-20.30.080 of the Zoning Code as well as the Public Hearing Notice Sign Specifications included in this application for the case above and the site was posted at least fifteen (15) days prior to the public hearing.

See attached date stamped photo exhibit of posted signs.

Applicant's/Representative's Signature: Tyler Mahan

SUBSCRIBED AND SWORN before me this 8 day of July, 2026 by:

Notary Public

My Commission Expires:

8-25-29

LILIAN MAI CRAWFORD
COMMISSION # 688399
NOTARY PUBLIC – STATE OF ARIZONA
COCONINO COUNTY
My commission expires Aug 25 2029.

Affidavit of Notifications to Affected Property Owners

Case Number: PZ-25-00087

Project Name: Hidden Haven Estates

Applicant Name: Mary & Brian Bostwick

Location: 4200 Lake Mary Road

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statute, the **applicant** for public hearings in the City of Flagstaff shall notify affected property owners as prescribed by Section 10-20.30.080 of the City of Flagstaff Zoning Code. **It shall be the responsibility of the applicant to establish a list of the names and addresses of persons who require notification of a public hearing as established in sections 10-20.30.60.(A).3, 10-20.30.60.(B), and 10-20.30.60.(C) of the Zoning Code, and mail a notice of required public hearing via first class mail to each of the persons on the list referenced above no later than 15 days prior to the public hearing date. It shall also be the responsibility of the applicant to submit a notarized copy of the mailing list to the Director prior to the fifteenth day before the public hearing date.**

I confirm that the public hearing notifications were mailed as detailed in Section 10-20.30.080 of the City of Flagstaff Zoning Code at least fifteen (15) days prior to the public hearing.

Applicant's/Representative's Signature: Ryan Mahan

SUBSCRIBED AND SWORN before me this 8 day of JULY, 2026 by:

Notary Public

LILIAN MAI CRAWFORD
COMMISSION # 688399
NOTARY PUBLIC – STATE OF ARIZONA
COCONINO COUNTY
My commission expires Aug 25 2029.

My Commission Expires:

8-25-29

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Flagstaff Planning and Zoning Commission will hold a Public Hearing on Wednesday, **September 23, 2026**, at 4:00 p.m. and the Flagstaff City Council will hold a Public Hearing on Tuesday, **October 20, 2026**, at 3:00 p.m. in City Hall Council Chambers (211 W Aspen Ave). A virtual option will be provided for these meetings. Please see the corresponding agenda for additional information on how to participate virtually. Agendas can be found on the City of Flagstaff website. The public hearing is to consider the following:

A proposed amendment to the official City of Flagstaff zoning map to rezone 13.01 acres from Rural Residential (RR) zoning with the Resource Protection Overlay (RPO) to Single-Family Residential (R1) zoning with the Resource Protection Overlay (RPO) for the purpose of allowing a 49-unit single-family subdivision with the utilization of a Planned Residential Development design.

General Description of the Affected Area:
Approximately 13.01 acres located at 4200 S Lake Mary Rd, City of Flagstaff, Coconino County Assessor's Parcel Numbers 105-05-001A; 105-05-002B; 105-05-002C; 105-05-002D.

The Council hearing for these items may be continued if the Planning and Zoning Commission has not given a recommendation.

Interested parties may file comments in writing regarding the proposed amendment or may appear and be heard at the hearing dates set forth above. Maps and information regarding the proposed amendment are available at the City of Flagstaff, Planning and Development Services Section, 211 West Aspen Avenue.

PROPOSED ZONING MAP AMENDMENT
From Rural Residential (RR) to Single-Family Residential (R1) for the purpose of allowing a residential subdivision with 49 proposed units



FOR FURTHER INFORMATION, CONTACT

Dustin Stiffler, Planner
Planning & Development Services
211 West Aspen Avenue
Flagstaff, Arizona 86001
(928) 213-2613
dustin.stiffler@flagstaffaz.gov

Publish: September 05, 2026

TRAFFIC IMPACT ANALYSIS
FOR
HIDDEN HAVEN
COCONINO COUNTY, ARIZONA
APNs 105-05-001A, 105-05-002B, 105-05-002C, 105-05-002D

Date:
March 10th, 2026

Owner:
Bostwick Enterprises LLC
4200 S Lake Mary Rd
Flagstaff, AZ 86001



Prepared by:

ENGINEERING • MANAGEMENT
618 E Route 66, Flagstaff, Arizona 86001 • Telephone (928) 522-9287

Table of Contents
Hidden Haven
Traffic Impact Analysis
APNs 105-05-001A, 105-05-002B, 105-05-002C, 105-05-002D

1. Cover 1
2. Table of Contents 2
3. Introduction 3
4. Existing Condition 3
5. Proposed Trip Generation 4
6. Stop Sign Warrant per MUTCD 2B.12 5
7. Conclusion 6
8. References 6

APPENDICES

A. Existing Turn Volume Counts Map
B. Proposed Turn Volume Counts Map
C. Sight Distance Map
D. Hand Calculations: Sight Distance
E. Hand Calculations: 8 Hour Volumes
F. Hand Calculations: Existing Trip Generation
G. Hand Calculations: Proposed Trip Generation
H. Table 1-1: Peak Hour Traffic Count
I. Institute of Transportation Engineers Trip Generation Manual, 12th Edition – Land Use: 260 Recreational Homes
J. Institute of Transportation Engineers Trip Generation Manual, 12th Edition – Land Use: 210 Single-Family Detached Housing



3. INTRODUCTION

The Hidden Haven Subdivision is a proposed 49 lot single family home subdivision located on Sioux Drive south of the intersection with Yaqui Drive. The project is located south of the Bow and Arrow neighborhood and approximately 700 feet east of Lake Mary Road. The development will have primary access off Sioux Dr. A proposed extension to Sioux Dr. through the subdivision will provide travel to the south and east edges of the property. Currently there is a business operating a short term residential rental business on the subject parcels consisting of the following APNs:

- 105-05-002A
- 105-05-002B
- 105-05-002C
- 105-05-002D

This report will utilize the *Institute of Transportation Engineers Trip Generation Manual, Twelfth Edition (ITE)* to analyze the existing condition, compare it to the proposed condition, and provide recommendations as to whether any improvements are necessary to support the Hidden Haven Subdivision.

4. EXISTING CONDITION

The traffic at the intersection of Sioux and Yaqui was counted in person between the hours of 4pm and 6pm on 9/25/2025 and 7am and 9am on 9/30/2025. The movements recorded at these times can be found in Appendix H.

Table 1. Existing Counts

Travel Direction	A.M. Peak Hour Trips XX (% of Total)	P.M. Peak Hour Trips XX (% of Total)
Entering Sioux	5 (36%)	17 (68%)
Exiting Sioux	9 (64%)	8 (32%)
Total	14	25

To calculate the proportion of the counted movement created by the existing short term rental business, the ITE Manual was used. ITE Land Use Code 260: Recreational Homes was used determining the trips generated by the existing project.

To calculate the existing traffic volumes, the *Institute of Transportation Engineers Trip Generation Manual, Twelfth Edition (ITE)*. ITE Land Use Code 260: Recreational Homes was used to calculate the existing traffic volumes for the existing facility; these were subtracted from the existing traffic count data at Sioux Dr. and Yaqui Dr. The total amount of turning movements at the intersection are organized in the table below.

Per the ITE, the existing development generates a total of 8 A.M. and 7 P.M. peak hour trips, and generates 86 average daily vehicle trip ends. The following table breaks this down into the percentage entering and exiting the existing business.

Table 2. Existing Peak Hour Trips Generated by the Existing Business

Travel Direction	A.M. Peak Hour Generator Existing Development Trips XX (% of Total)	P.M. Peak Hour Generator Existing Development Trips XX (% of Total)
Entering	3 (38%)	4 (57%)
Exiting	5 (62%)	3 (43%)
Total	8	7

The proportion of the existing turning movements created by the existing business can be removed to produce the following table.

Table 3. Existing Peak Hour Trips without Existing Business

Travel Direction	A.M. Peak Hour Trips XX (% of Total)	P.M. Peak Hour Trips XX (% of Total)
Entering	2 (33%)	13 (73%)
Exiting	4 (66%)	5 (27%)
Total	6	18

A map outlining the existing turn volume counts is included in Appendix ‘A’. Hand calculations for the traffic created by the existing business is shown in Appendix ‘F’. The charts and regression equations in their original format can be found in Appendix ‘I’. The Original traffic count data can be found in Appendix ‘H’. Hand calculations for the sight distance is shown in Appendix ‘D’

5. PROPOSED TRIP GENERATION

The average daily traffic volumes, including A.M. and P.M. peak hour trips, generated by the proposed project have been estimated using trip rates provided by the *Institute of Transportation Engineers Trip Generation Manual, Twelfth Edition (ITE)*. ITE Land Use Code 210: Single-Family Detached Housing was used for the single-family home development in determining the trips generated by this project.

Per the ITE, the proposed Single-Family Detached Housing development will generate a total of 44 A.M. and 54 P.M. peak hour trips, and will generate 661 average daily vehicle trip ends. A map outlining the proposed turn volume counts are included in Appendix ‘B’. The hand calculations for the traffic created by the proposed business is shown in Appendix‘ G’. The charts and regression equations in their original format can be found in Appendix ‘J’.

The proposed project creates the traffic shown in the table below.

Table 4. Traffic Created by the Proposed Development

Travel Direction	A.M. Peak Generator XX (% of Total)	P.M. Peak Generator XX (% of Total)
Entering	12 (27%)	34 (63%)
Exiting	32 (73%)	20 (37%)
Total	44	54

Table 5. Proposed Traffic Combined with Traffic Counts to Estimate Total Traffic

Travel Direction	A.M. Peak Hour Trips XX (% of Total)	P.M. Peak Hour Trips XX (% of Total)
Entering	44 (90%)	54 (5%)
Exiting	5 (10%)	18 (25%)
Total	49	72

6. STOP SIGN WARRANT PER MUTCD 2B.12

Section 2B.13 “All-Way Stop Control Warrant A: Crash Experience “of the MUTCD 11th edition, Revision 1 requires four or more crashes in the past twelve months at a three-leg intersection to require all-way stop control. This is not warranted because there have been 2 crashes at this intersection in the past 48 months.

Section 2B.14 “All-Way Stop Control Warrant B: Sight Distance “of the MUTCD 11th edition, Revision 1 requires all-way stop control if sight distance is not adequate. This is not warranted because sight distance on Sioux Dr. is uninterrupted for at least 240ft to the right and 280ft to the left. A Sight Distance Map is included in Appendix C.

Section 2B.15 “All-Way Stop Control Warrant C: Transition to Signal Control or Transition to Yield Control at a Circular Intersection.” MUTCD 11th edition, Revision 1. It is not required because the intersection does not meet interim measures.

Section 2B.16 “All-Way Stop Control Warrant D: 8 Hour Volume “of the MUTCD 11th edition, Revision 1. Requires stop control to be controlled if the combined motor vehicle, bicycle, and pedestrian entering the intersection is at least 300 per hour of the day. This is not warranted because the average hourly flow over 8 hours is 62. Calculations are provided in Appendix E.

Section 2B.17 “All-Way Stop Control Warrant E: Other Factors “of the MUTCD 11th edition, Revision 1. Is not met because the proposed number of average daily vehicle trip ends for the Single-Family Detached Housing development, not exceeding 100 trip ends per hour, will not cause left turn conflicts at a significantly greater amount than currently occurs.

7. CONCLUSION

Due to the number of average daily vehicle trip ends for the Single-Family Detached Housing development not exceeding 100 trips ends per hour, a Category 0 Traffic Impact Analysis is warranted per *City of Flagstaff 13-05-002-0003.3.* This report satisfies this requirement.

The largest turning movement at the intersection of Sioux and Yaqui is the right turn onto Sioux. This movement will be approximately 30 cars in the peak PM hour. That equates to approximately 1 turning movement every 2 minutes. This allows for sufficient time between movements to not require further improvements.

Per Section 2B.13, 2B.14, 2B.16 of MUTCD 11th Edition Revision 1, December 2025, no all-way stop control is necessary.

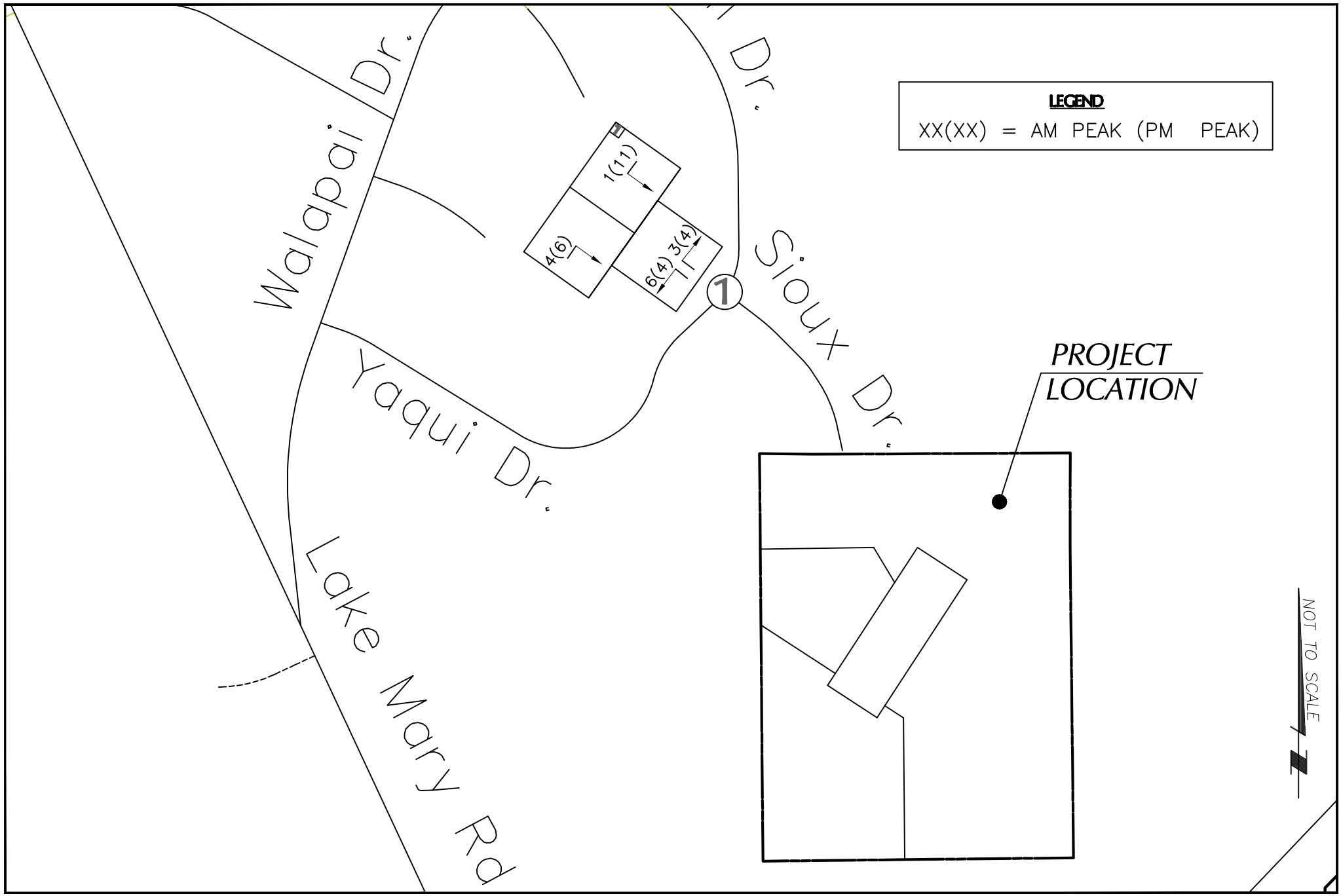
This proposed development will not require any off-site development changes due to the minimal increase in daily traffic.

8. REFERENCES

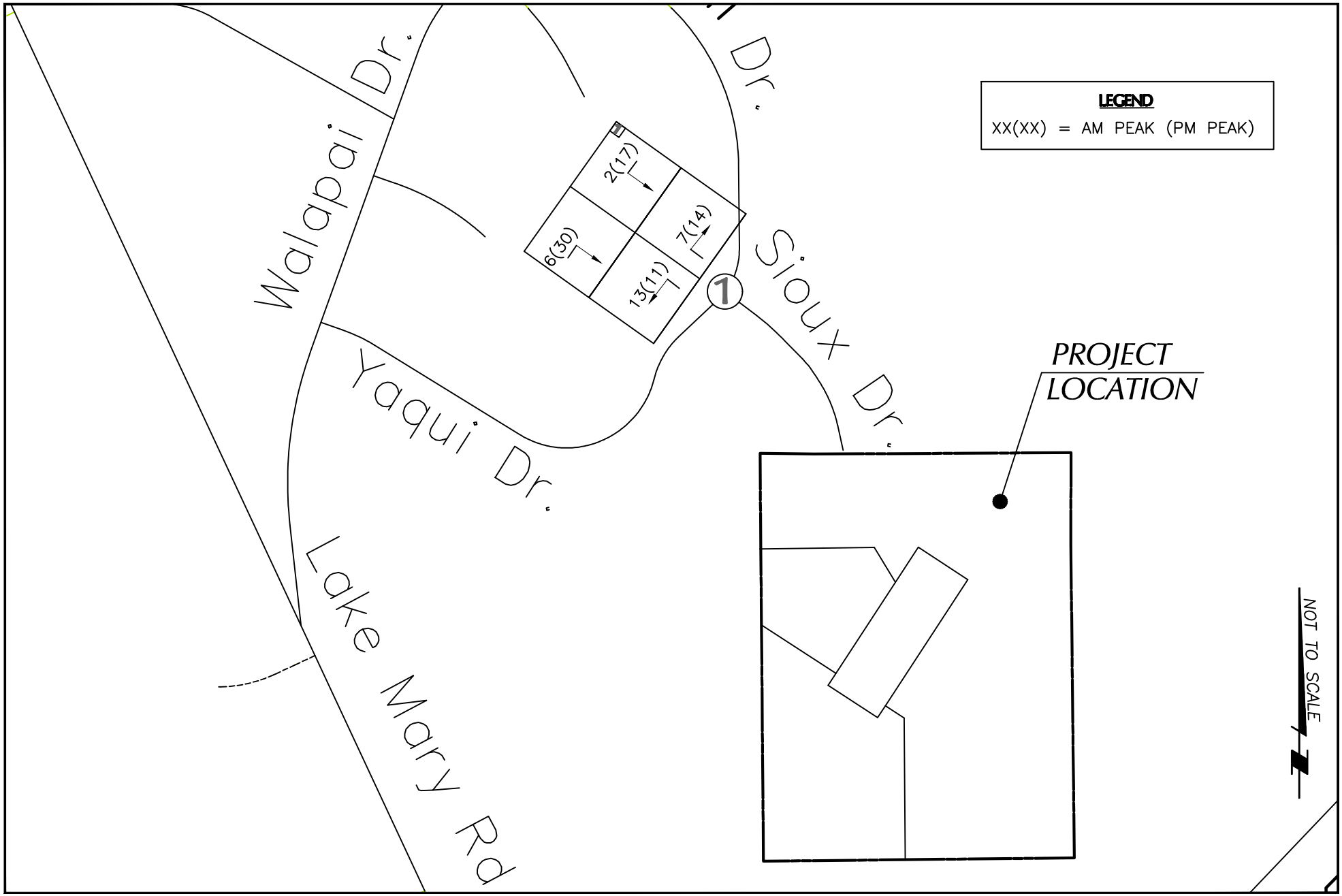
Institute of Transportation Engineers Trip Generation Manual, 12th Edition

"Impact Analyses" 13-05-002-0003.3, City of Flagstaff

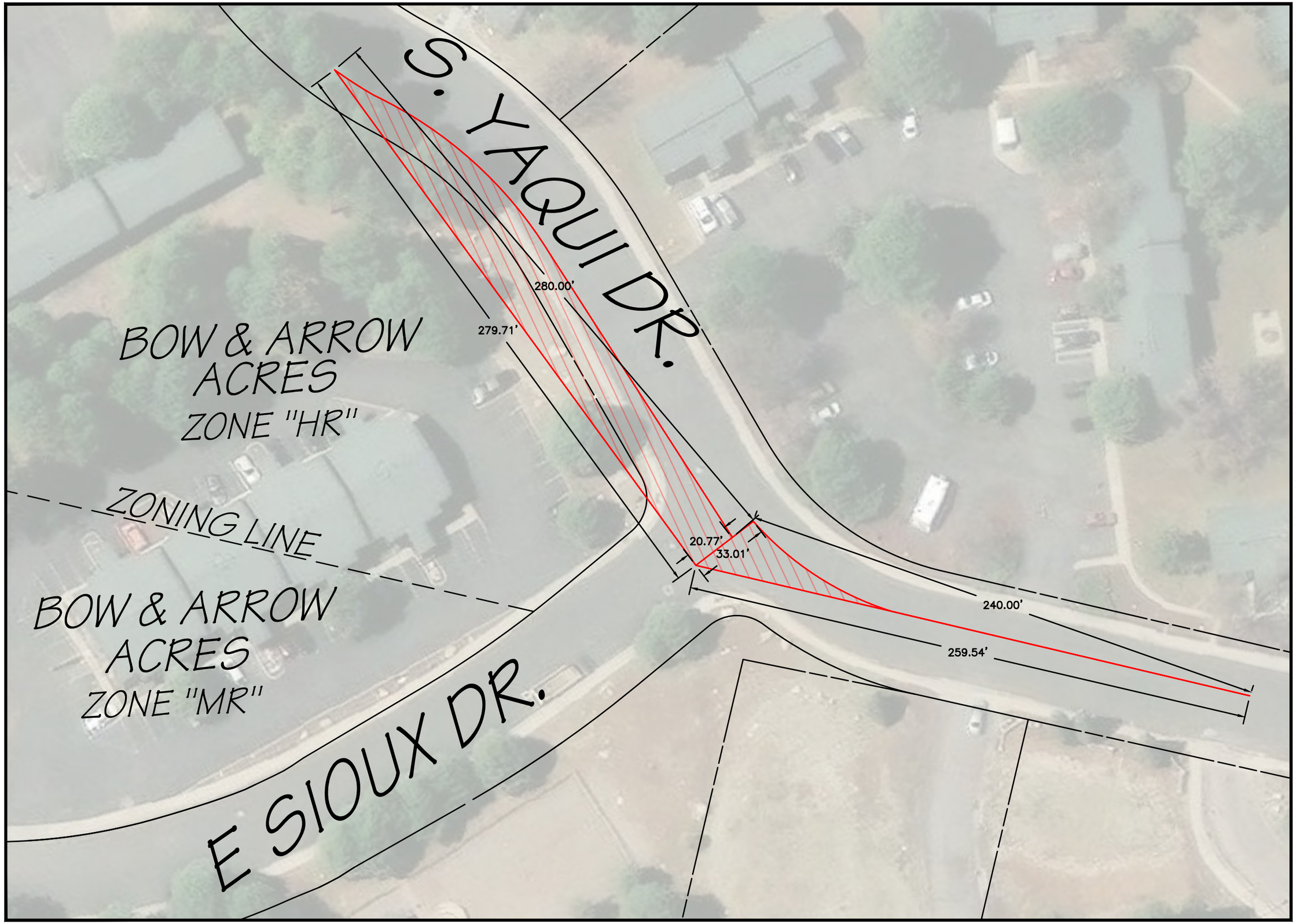
MUTCD, 11th Edition Revision 1, December 2025


LEGEND
XX(XX) = AM PEAK (PM PEAK)
Walapai Dr.
Sioux Dr.
Yaqui Dr.
Lake Mary Rd
1(11)
4(6)
6(4)
3(4)
1
PROJECT LOCATION
NOT TO SCALE

APPENDIX A


LEGEND
XX(XX) = AM PEAK (PM PEAK)
Walapai Dr.
Dr.
Sioux Dr.
Yaqui Dr.
Lake Mary Rd
2(17)
6(30)
7(14)
13(11)
1
PROJECT LOCATION
NOT TO SCALE

APPENDIX B



CD&E ENGINEERING MANAGEMENT

CIVIL DESIGN & ENGINEERING, INC.
P.O. BOX 30836
FLAGSTAFF, ARIZONA 86001-0810
PHONE (928) 522-9287

SIGHT TRIANGLES
HIDDEN HAVEN SUBDIVISION
APN 10505002C
3860 E SIOUX DR
FLAGSTAFF, AZ 86005

proj. #:	25-069
drawn by:	RM/LHT
checked by:	RM
date:	03/10/2026

revisions:
date:
date:
date:

S1 OF S1

HAND CALCULATIONS: SIGHT DISTANCE

AASHTO Tables and Sight Distance Diagram. Appendix 16-1

Right Turn Sight Distance
ISD=1.47Vt_g
V = 25mph
t_g = 6.5 seconds
ISD =1.47(25)(6.5)
ISD = 238
ISD = 240

Left Turn Sight Distance
ISD=1.47Vt_g
V = 25mph
t_g = 7.5 seconds
ISD =1.47(25)(7.5)
ISD = 275.6
ISD = 280

HAND CALCULATIONS: 8-HOUR VOLUME

Table 1-1: Peak Hour Flow Count

Hourly Count
Saturday; Proposed Peak Hour Generator = 55
Saturday; Existing Peak Hour Generator = 8
Peak Hour Flow Count = 38 AM, 23 PM

55*8 Hours = 440
8*8 Hours = 64
(38+23)*2 Hours = 122
440-64+122 = 498
498/8 Hours = 62 Trips per Hour

- Peak Hour Flow count was multiplied by 2 because each study was 2 hours long (2 counts at 2 hours each = 4 hours, 4 hours*2 = 8 hours).
- Saturday counts were used because they had the highest flow.

HAND CALCULATIONS: EXISTING TRIP GENERATION

Institute of Transportation Engineers Trip Generation Manual, 12th Edition - Land Use: 260 Recreational Homes

Average Vehicle Trip Ends: Weekday (20 Units)
Ln(T) = 0.96Ln(X)+1.57
X = 20 Occupied Units
Ln(T) = 0.96Ln(20)+1.57
T = 85.27

Average Vehicle Trip Ends: Weekday; Peak Hour of Adjacent Street Traffic One Hour Between 7 and 9 am (20 Units)
T = 0.25(X)-12.88
X = 20 Occupied Units
T = 0.25(20)-12.88
T = -7.88

Average Vehicle Trip Ends: Weekday; Peak Hour of Adjacent Street Traffic One Hour Between 4 and 6 pm (20 Units)
Ln(T) = 0.93Ln(X)-0.77
X = 20 Occupied Units
Ln(T) = 0.93Ln(20)-0.77
T = 7.51

Average Vehicle Trip Ends: Weekday, A.M. Peak Hour Generator (20 Units)
Ln(T) = 0.88Ln(X)-0.48
X = 20 Occupied Units
Ln(T) = 0.88Ln(20)-0.48
T = 8.63

Average Vehicle Trip Ends: Weekday, P.M. Peak Hour Generator (20 Units)
Ln(T) = 0.96Ln(X)-0.92
X = 20 Occupied Units
Ln(T) = 0.96Ln(20)-0.92
T = 7.07

Average Vehicle Trip Ends: Friday; Peak Hour of Adjacent Street Traffic One Hour Between 4 and 6 pm (20 Units)
T = Avg.*X
X = 20 Occupied Units
T = 1.11*20
T = 22.2

Average Vehicle Trip Ends: Friday, P.M. Peak Hour Generator (20 Units)
T = Avg.*X
X = 20 Occupied Units
T = 1.18*20
T = 23.6

Average Vehicle Trip Ends: Saturday (20 Units)
T = Avg.*X
X = 20 Occupied Units
T = 4.06*20
T = 81.2

Average Vehicle Trip Ends: Saturday, Peak Hour Generator (20 Units)
T = Avg.*X
X = 20 Occupied Units
T = 0.40*20
T = 8.0

Average Vehicle Trip Ends: Sunday (20 Units)
T = Avg.*X
X = 20 Occupied Units
T = 3.25*20
T = 65.0

Average Vehicle Trip Ends: Sunday, Peak Hour Generator (20 Units)
T = Avg.*X
X = 20 Occupied Units
T = 0.77*20
T = 15.4

HAND CALCULATIONS: PROPOSED TRIP GENERATION

Institute of Transportation Engineers Trip Generation Manual, 12th Edition - Land Use: 210 Single-Family Detached Housing

Dwelling Units Vehicle Trip Ends: Weekday (49 Units)
T = 8.07(X)+265.45
X = 49 Occupied Units
T = 8.07(49)+265.45
T = 660.88

Dwelling Units Vehicle Trip Ends: Weekday; Peak Hour of Adjacent Street Traffic One Hour Between 7 and 9 am (49 Units)
T = 0.67(X)+5.59
X = 49 Occupied Units
T = 0.67(49)+5.59
T = 38.42

Dwelling Units Vehicle Trip Ends: Weekday; Peak Hour of Adjacent Street Traffic One Hour Between 4 and 6 pm (49 Units)
Ln(T) = 0.92Ln(X)+0.33
X = 49 Occupied Units
Ln(T) = 0.92Ln(49)+0.33
T = 49.92

Dwelling Units Vehicle Trip Ends: Weekday, A.M. Peak Hour Generator (49 Units)
T = 0.71(X)+8.84
X = 49 Occupied Units
T = 0.71(49)+8.84
T = 43.63

Dwelling Units Vehicle Trip Ends: Weekday, P.M. Peak Hour Generator (49 Units)
Ln(T) = 0.90Ln(X)+0.48
X = 49 Occupied Units
Ln(T) = 0.90Ln(49)+0.48
T = 53.65

Dwelling Units Vehicle Trip Ends: Saturday (49 Units)
T = 8.19(X)+134.24
X = 49 Occupied Units
T = 8.19(49)+134.24
T = 535.55

Dwelling Units Vehicle Trip Ends: Saturday, Peak Hour Generator (49 Units)
T = 0.90(X)+10.97
X = 49 Occupied Units
T = 0.90(49)+10.97
T = 55.07

Dwelling Units Vehicle Trip Ends: Sunday (49 Units)
T = 8.80(X)-63.18
X = 49 Occupied Units
T = 8.80(49)-63.18
T = 368.02

Dwelling Units Vehicle Trip Ends: Sunday, Peak Hour Generator (49 Units)
T = 0.86(X)+6.71
X = 49 Occupied Units
T = 0.86(49)+6.71
T = 48.85

Dwelling Units Vehicle Trip Ends: Weekday, A.M. Peak Hour Generator (49 Units)- Existing Development
T=43.63+5.37
T = 49

Dwelling Units Vehicle Trip Ends: Weekday, P.M. Peak Hour Generator (49 Units)- Existing Development
T=53.65+17.93
T = 71.58

HAND COUNT: PEAK HOUR FLOW

This peak hour flow data was collected on 9/25/25 and 9/30/25 on the corner of Sioux Dr. and Yaqui Dr. in Flagstaff, Arizona.

9/25/2025	EAST TO SIOUX	WEST TO SOIUX	SIOUX TO WB	SIOUX TO EB	TOTAL
4:00-4:15	2	2	0	1	5
4:15-4:30	1	5	2	0	8
4:30-4:45	3	1	0	2	6
4:45-5:00	0	3	1	1	5
5:00-5:15	2	2	1	1	6
5:15-5:30	1	0	0	3	4
5:30-5:45	0	0	0	1	1
5:45-6:00		1	1	1	3
	9	14	5	10	38

9/30/2025	EAST TO SIOUX	WEST TO SOIUX	SIOUX TO WB	SIOUX TO EB	TOTAL
7:00-7:15	4	1	4	0	9
7:15-7:30	0	0	0	1	1
7:30-7:45	0	0	1	2	3
7:45-8:00	0	0	1	0	1
8:00-8:15	0	1	0	1	2
8:15-8:30	0	1	0	0	1
8:30-8:45	0	0	1	1	2
8:45-9:00	1	2	1		4
	5	5	8	5	23

Table 1-1: Peak Hour Flow Count

Recreational Homes
(260)

Vehicle Trip Ends vs: **Dwelling Units**
On a: **Weekday**

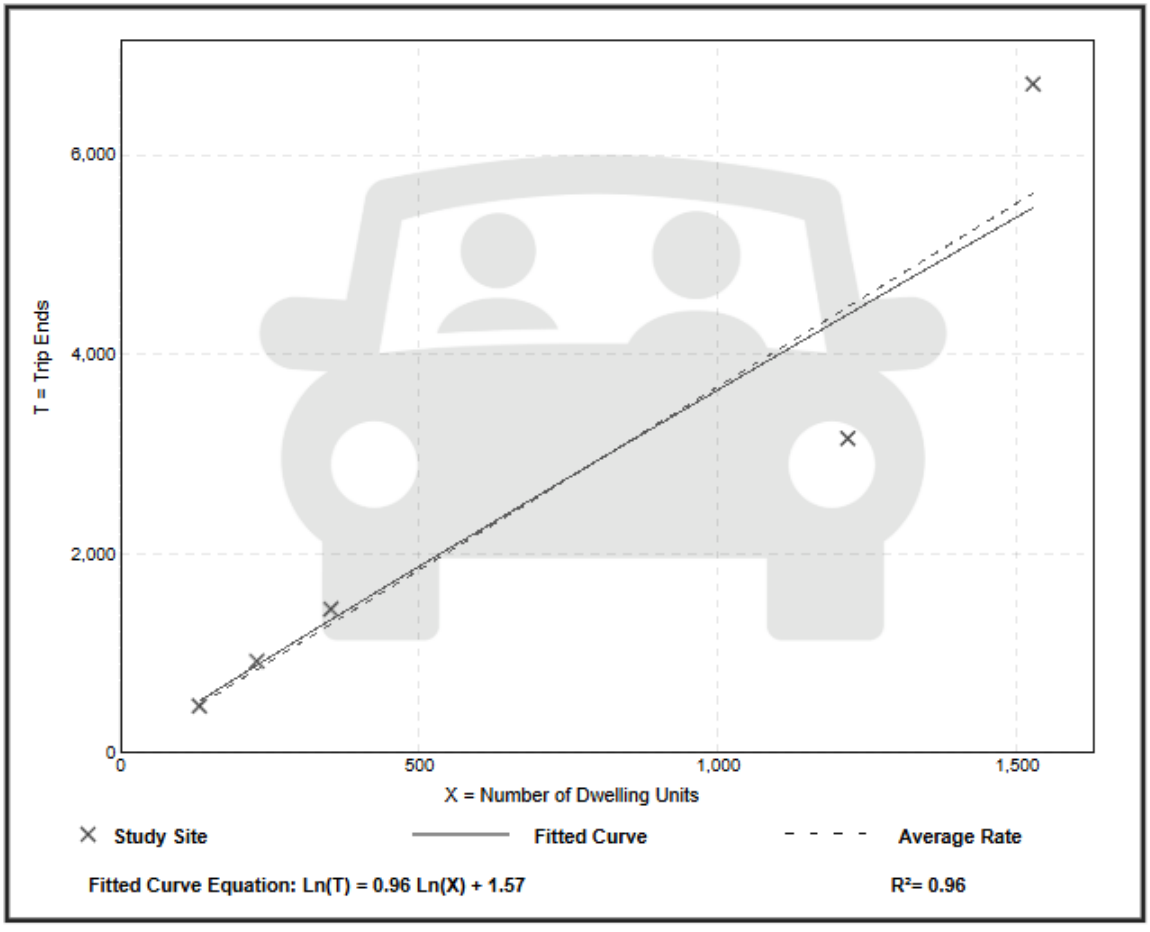
Setting/Location: **Rural**
Number of Studies: 5
Avg. Num. of Dwelling Units: 691
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
3.68	2.60 - 4.40	0.91

Data Plot and Equation

Caution – Small Sample Size



Trip Gen Manual, 12th Edition • Institute of Transportation Engineers

Recreational Homes
(260)

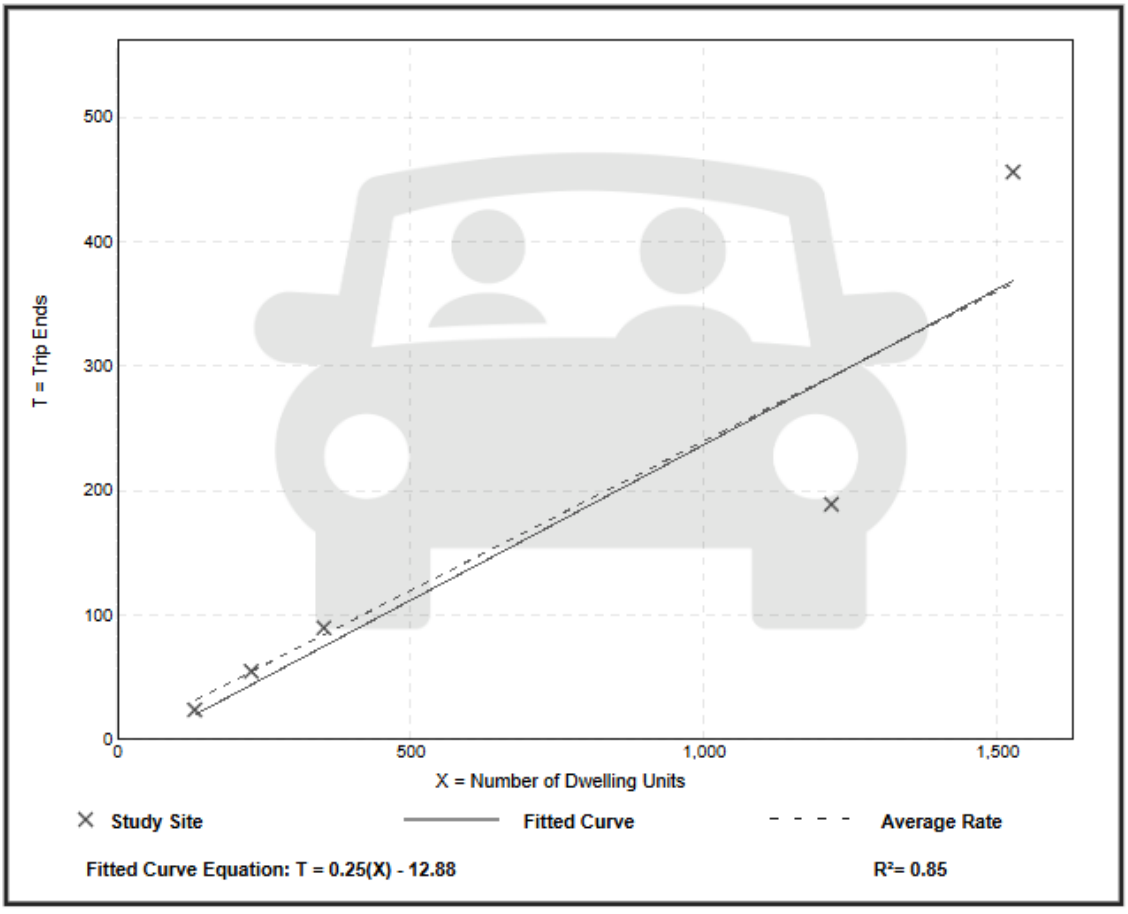
Vehicle Trip Ends vs: **Dwelling Units**
On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: **Rural**
Number of Studies: 5
Avg. Num. of Dwelling Units: 691
Directional Distribution: 35% entering, 65% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.24	0.16 - 0.30	0.07

Data Plot and Equation

Caution – Small Sample Size



Trip Gen Manual, 12th Edition • Institute of Transportation Engineers

Recreational Homes
(260)

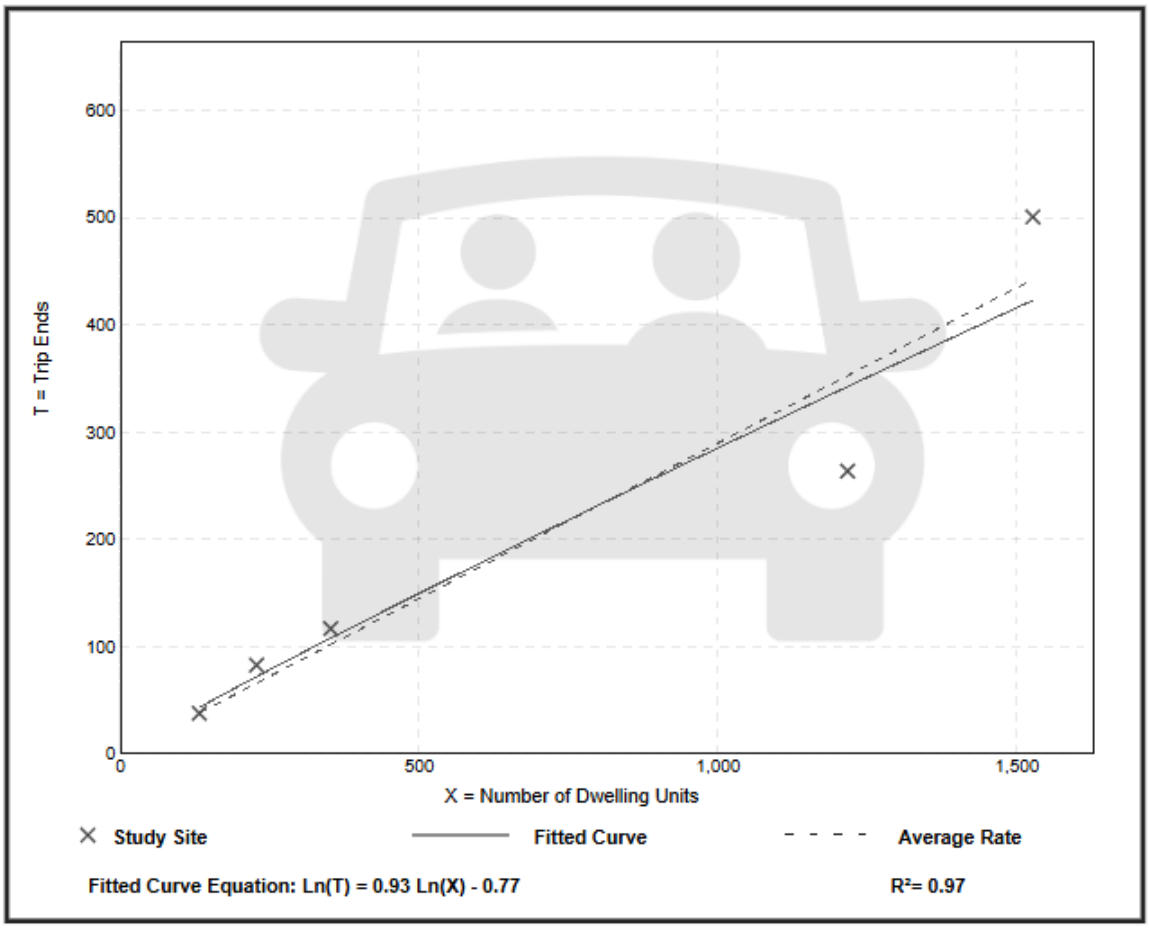
Vehicle Trip Ends vs:	**Dwelling Units**
On a:	**Weekday,**
	Peak Hour of Adjacent Street Traffic,
	One Hour Between 4 and 6 p.m.
Setting/Location:	**Rural**
Number of Studies:	5
Avg. Num. of Dwelling Units:	691
Directional Distribution:	56% entering, 44% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.29	0.22 - 0.36	0.06

Data Plot and Equation

Caution – Small Sample Size



Trip Gen Manual, 12th Edition • Institute of Transportation Engineers

Recreational Homes
(260)

Vehicle Trip Ends vs: **Dwelling Units**
On a: **Weekday,**
AM Peak Hour of Generator

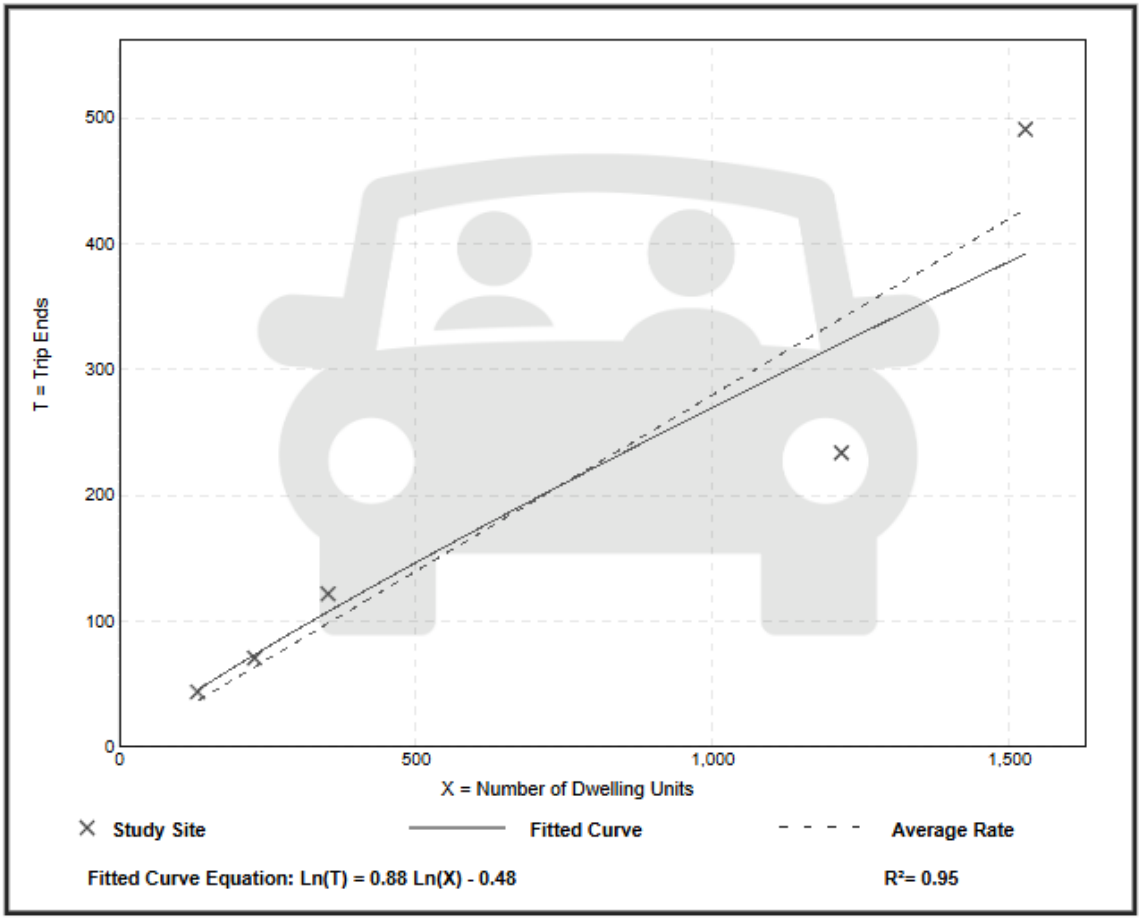
Setting/Location: **Rural**
Number of Studies: 5
Avg. Num. of Dwelling Units: 691
Directional Distribution: 38% entering, 62% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.28	0.19 - 0.35	0.07

Data Plot and Equation

Caution – Small Sample Size



Trip Gen Manual, 12th Edition • Institute of Transportation Engineers

Recreational Homes
(260)

Vehicle Trip Ends vs: **Dwelling Units**
On a: **Weekday,**
PM Peak Hour of Generator

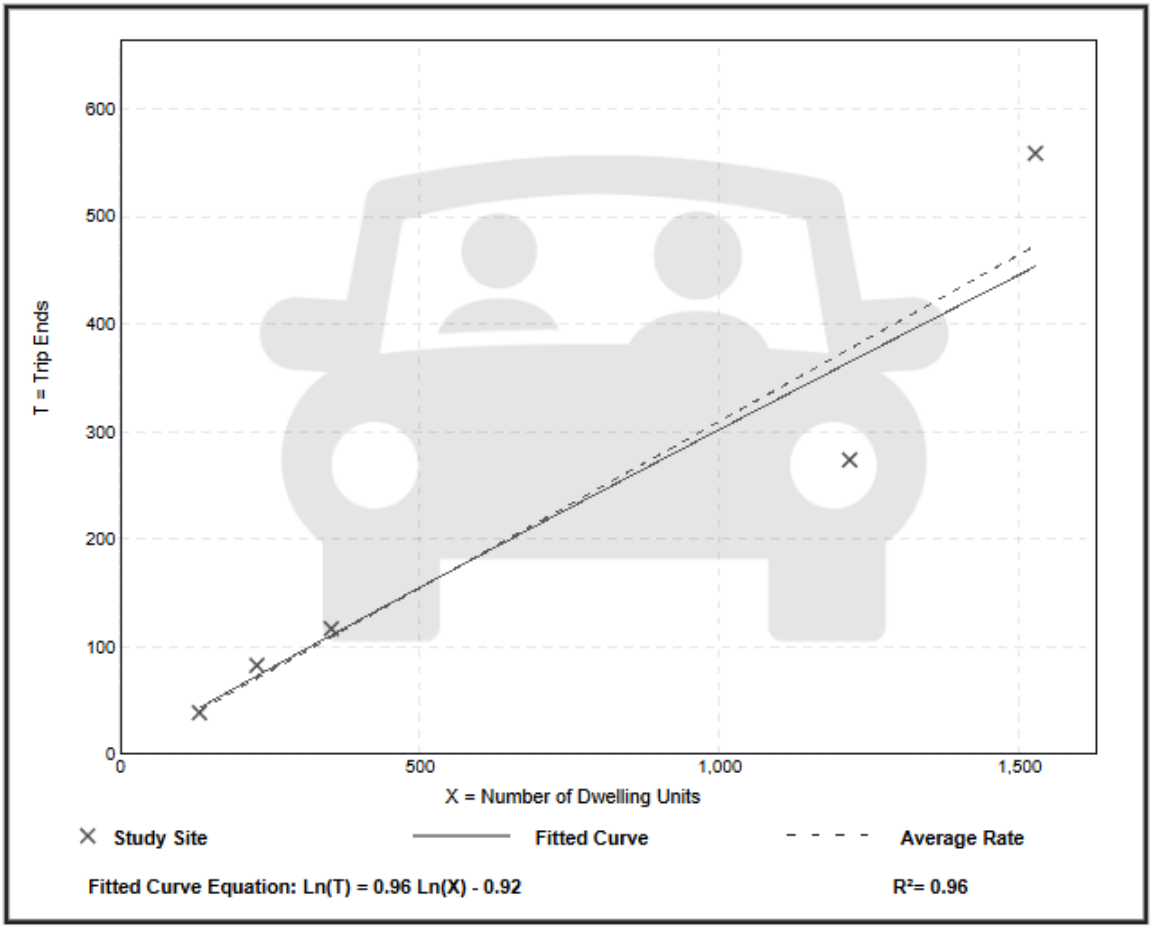
Setting/Location: **Rural**
Number of Studies: 5
Avg. Num. of Dwelling Units: 691
Directional Distribution: 56% entering, 44% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.31	0.23 - 0.37	0.07

Data Plot and Equation

Caution – Small Sample Size



Trip Gen Manual, 12th Edition • Institute of Transportation Engineers

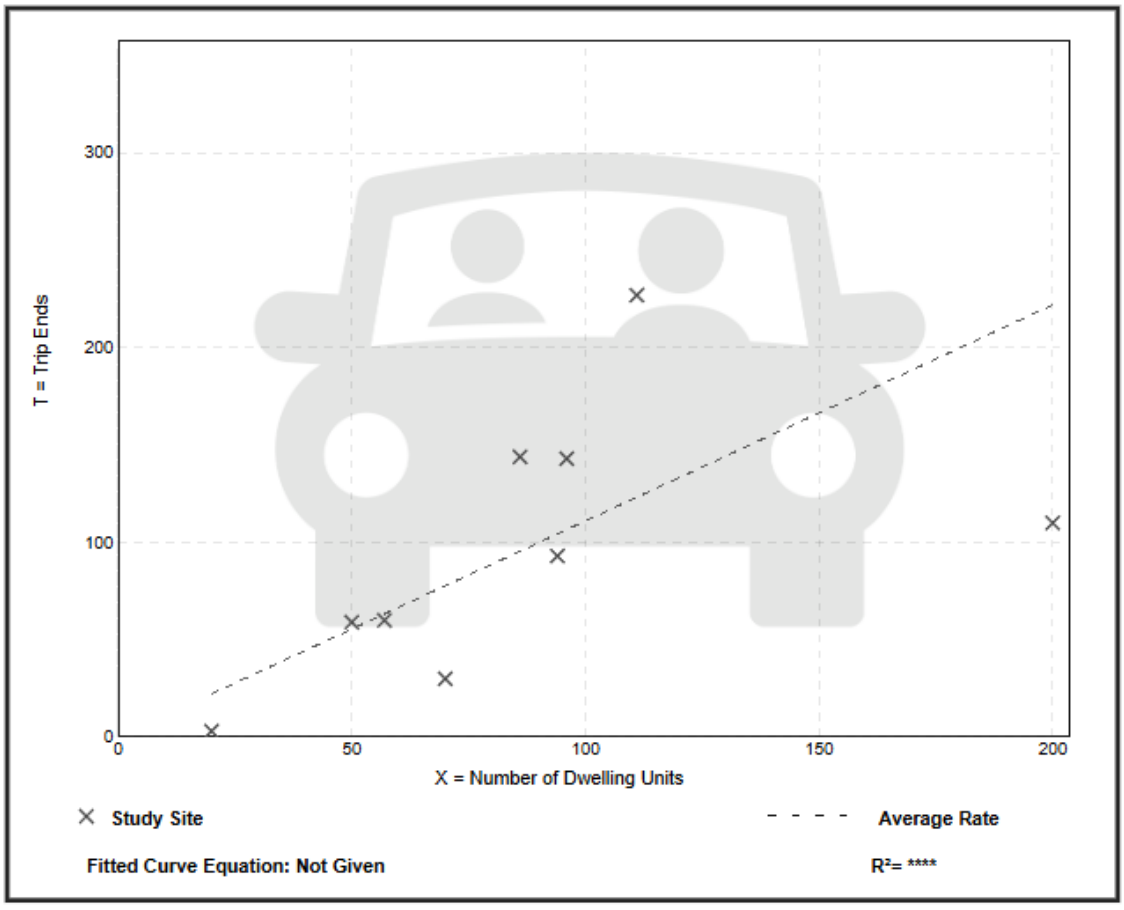
Recreational Homes
(260)

Vehicle Trip Ends vs: **Dwelling Units**
On a: **Friday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: **Rural**
Number of Studies: 9
Avg. Num. of Dwelling Units: 87
Directional Distribution: 59% entering, 41% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
1.11	0.15 - 2.05	0.60

Data Plot and Equation



Trip Gen Manual, 12th Edition • Institute of Transportation Engineers

Recreational Homes
(260)

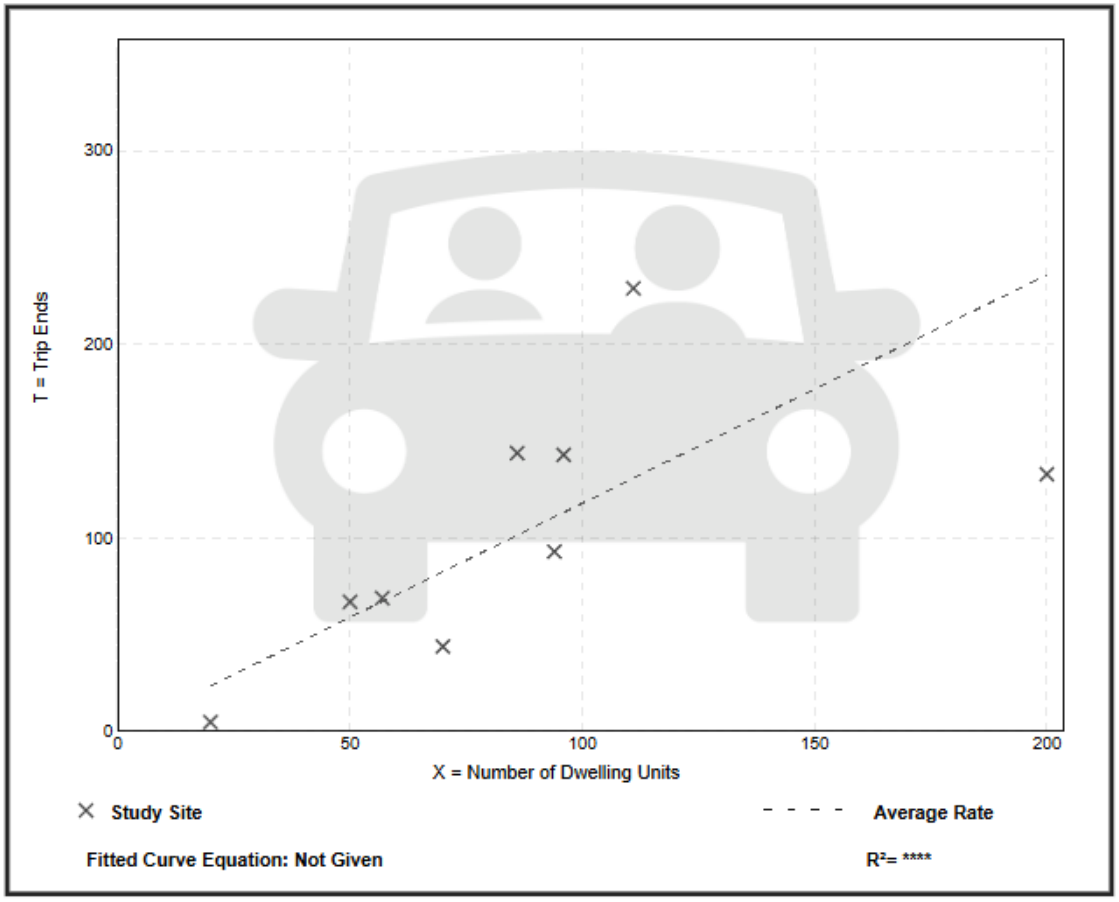
Vehicle Trip Ends vs: **Dwelling Units**
On a: **Friday,**
PM Peak Hour of Generator

Setting/Location: **Rural**
Number of Studies: 9
Avg. Num. of Dwelling Units: 87
Directional Distribution: 57% entering, 43% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
1.18	0.25 - 2.06	0.55

Data Plot and Equation



Trip Gen Manual, 12th Edition • Institute of Transportation Engineers

Recreational Homes
(260)

Vehicle Trip Ends vs: **Dwelling Units**
On a: **Saturday**

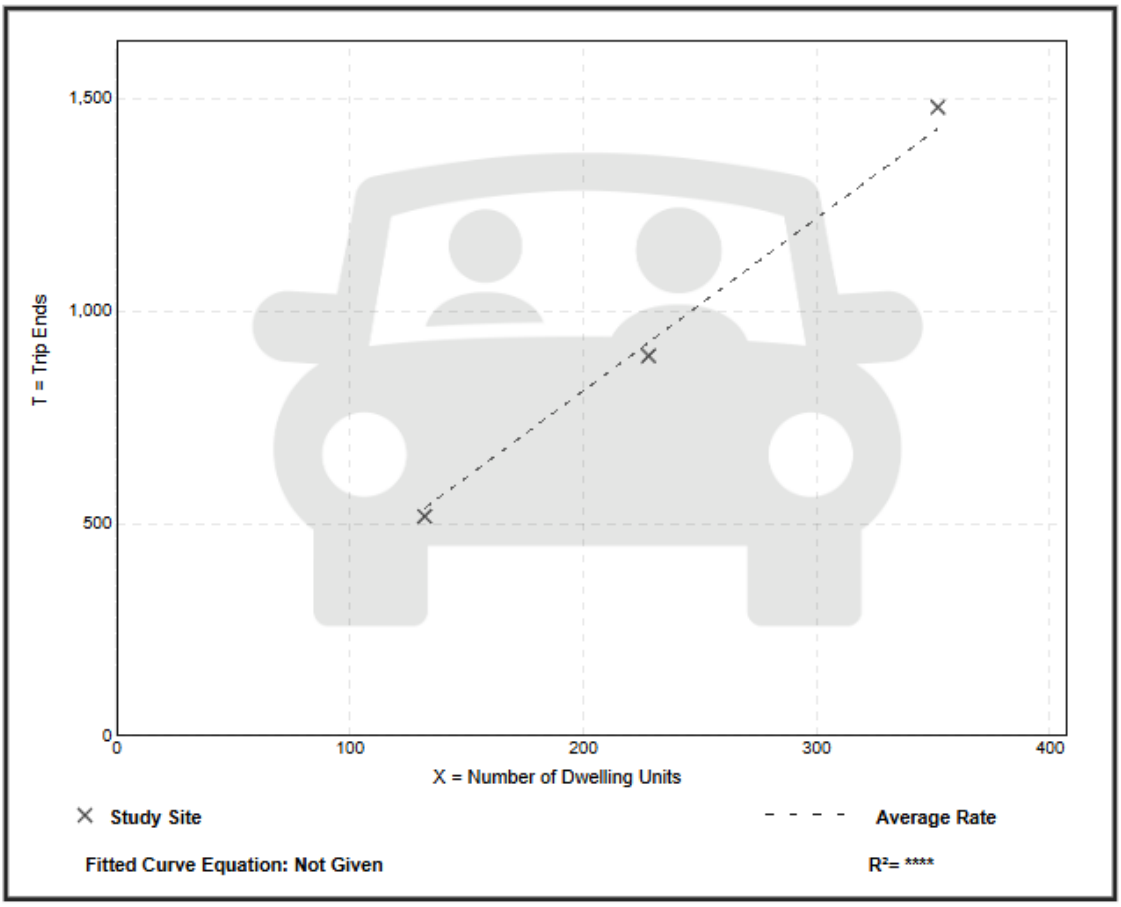
Setting/Location: **Rural**
Number of Studies: 3
Avg. Num. of Dwelling Units: 237
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
4.06	3.92 - 4.20	0.17

Data Plot and Equation

Caution – Small Sample Size



Trip Gen Manual, 12th Edition • Institute of Transportation Engineers

Recreational Homes
(260)

Vehicle Trip Ends vs: **Dwelling Units**
On a: **Saturday, Peak Hour of Generator**

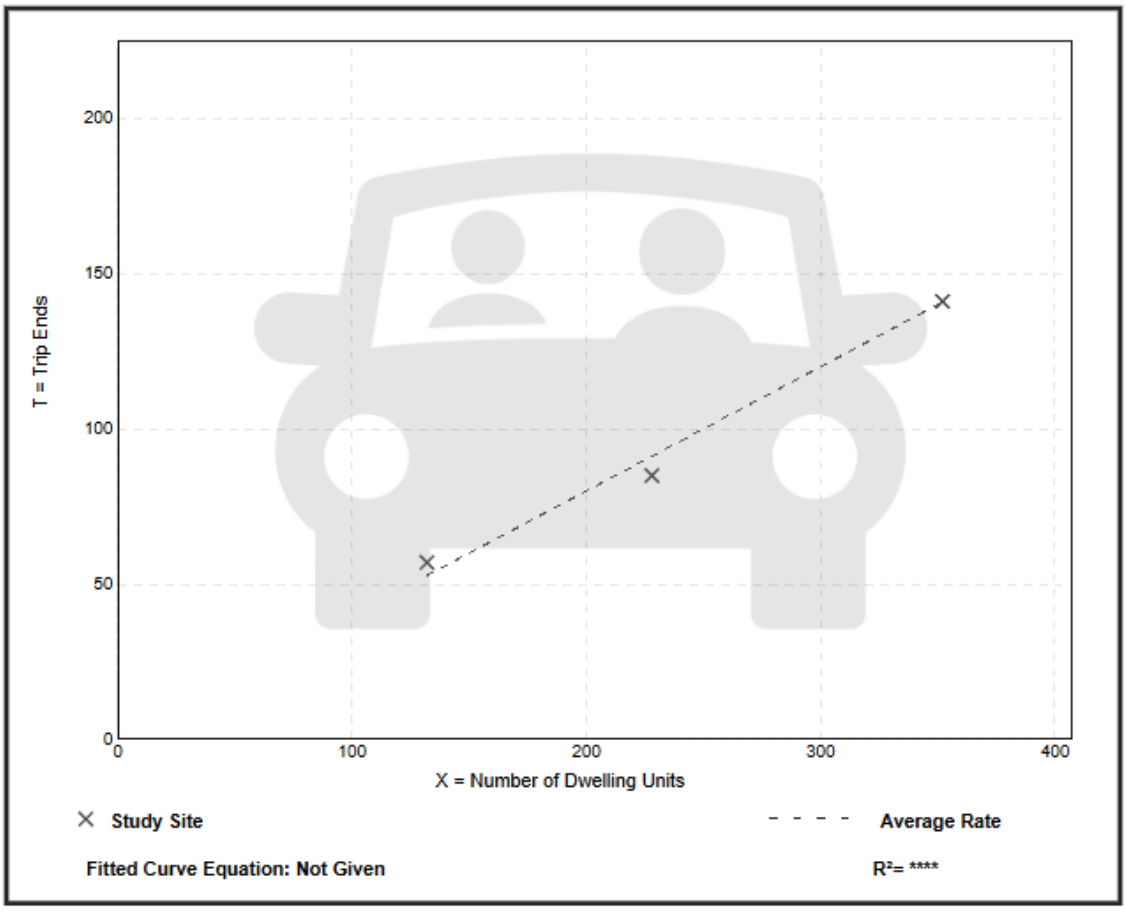
Setting/Location: **Rural**
Number of Studies: 3
Avg. Num. of Dwelling Units: 237
Directional Distribution: 47% entering, 53% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.40	0.37 - 0.43	0.03

Data Plot and Equation

Caution – Small Sample Size



Trip Gen Manual, 12th Edition • Institute of Transportation Engineers

Recreational Homes
(260)

Vehicle Trip Ends vs: **Dwelling Units**
On a: **Sunday**

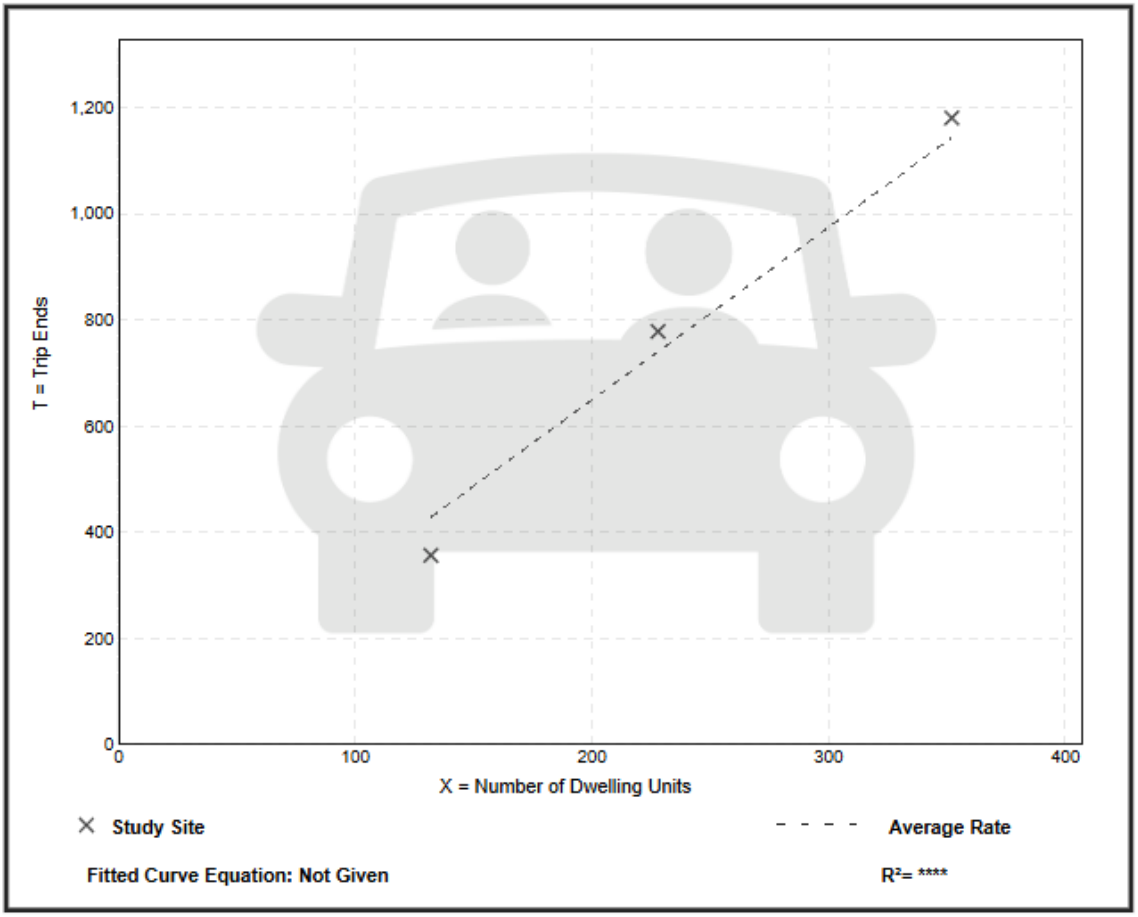
Setting/Location: **Rural**
Number of Studies: 3
Avg. Num. of Dwelling Units: 237
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
3.25	2.70 - 3.42	0.32

Data Plot and Equation

Caution – Small Sample Size



Trip Gen Manual, 12th Edition • Institute of Transportation Engineers

Recreational Homes
(260)

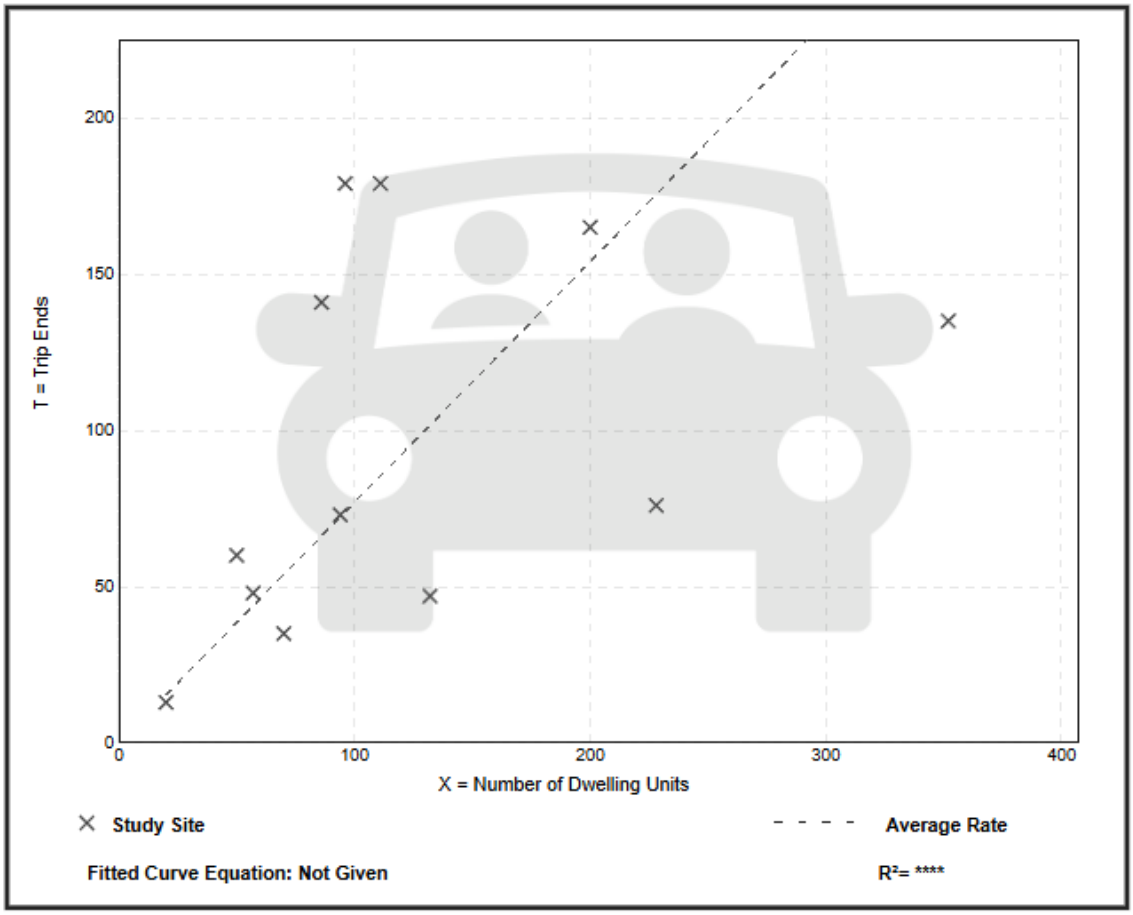
Vehicle Trip Ends vs: **Dwelling Units**
On a: **Sunday, Peak Hour of Generator**

Setting/Location: **Rural**
Number of Studies: 12
Avg. Num. of Dwelling Units: 125
Directional Distribution: 39% entering, 61% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.77	0.33 - 1.86	0.54

Data Plot and Equation



Trip Gen Manual, 12th Edition • Institute of Transportation Engineers

Single-Family Detached Housing
(210)

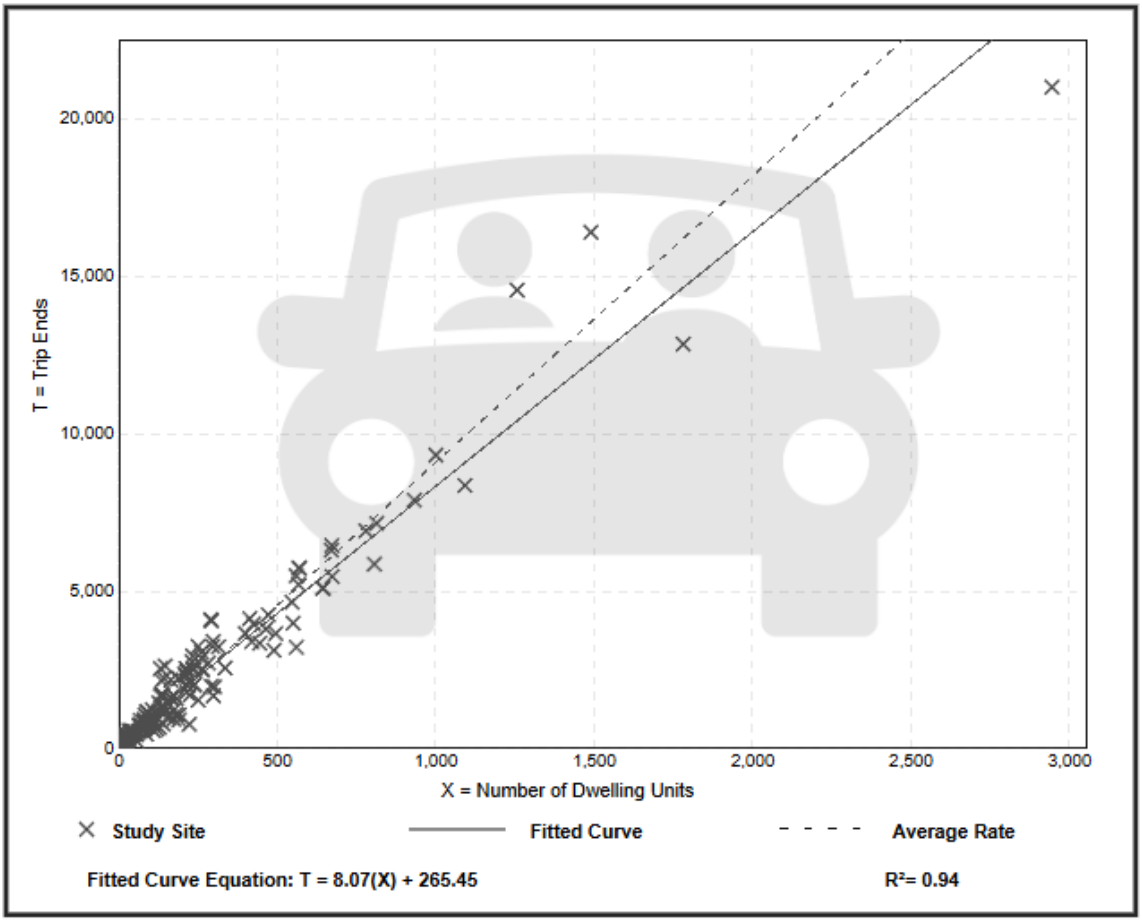
Vehicle Trip Ends vs: **Dwelling Units**
On a: **Weekday**

Setting/Location: **General Urban/Suburban**
Number of Studies: 155
Avg. Num. of Dwelling Units: 261
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
9.09	3.47 - 23.80	2.29

Data Plot and Equation



Trip Gen Manual, 12th Edition • Institute of Transportation Engineers

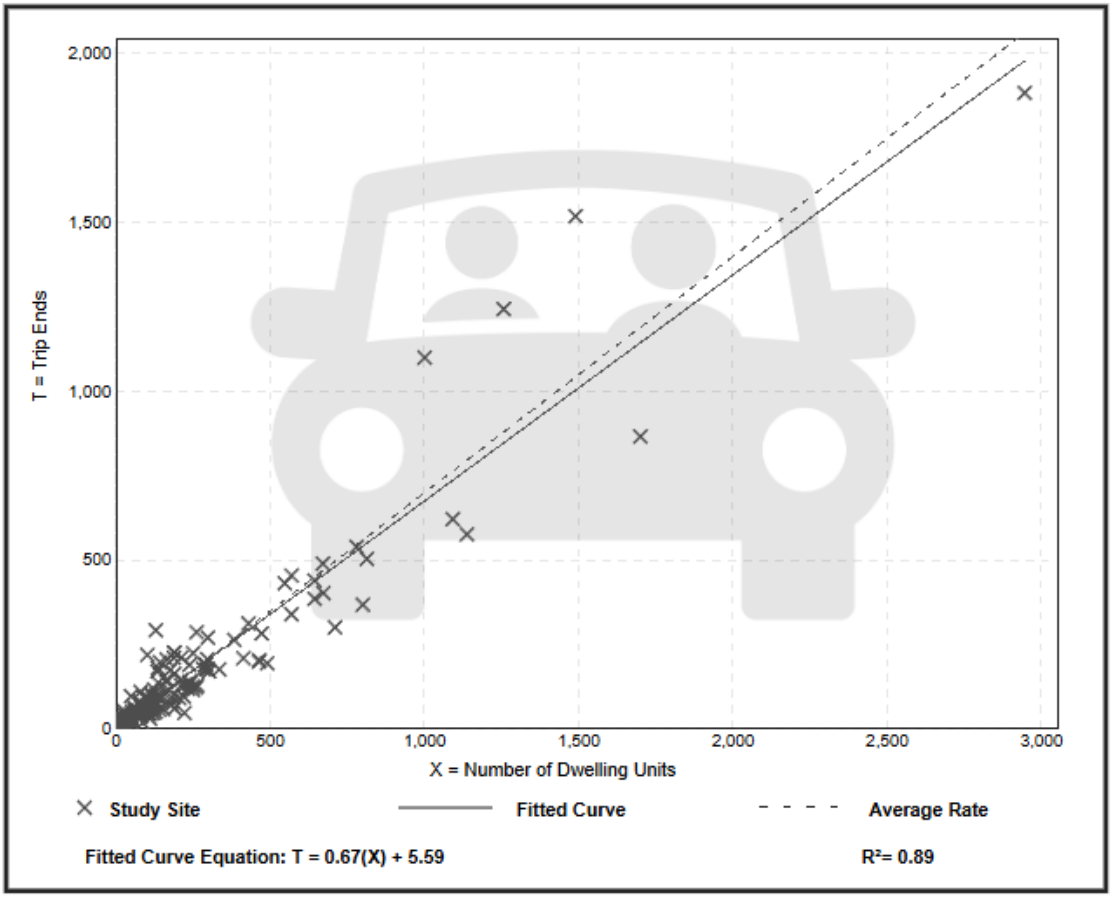
Single-Family Detached Housing
(210)

Vehicle Trip Ends vs: **Dwelling Units**
On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: **General Urban/Suburban**
Number of Studies: 153
Avg. Num. of Dwelling Units: 239
Directional Distribution: 27% entering, 73% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.70	0.22 - 2.27	0.26

Data Plot and Equation



Trip Gen Manual, 12th Edition • Institute of Transportation Engineers

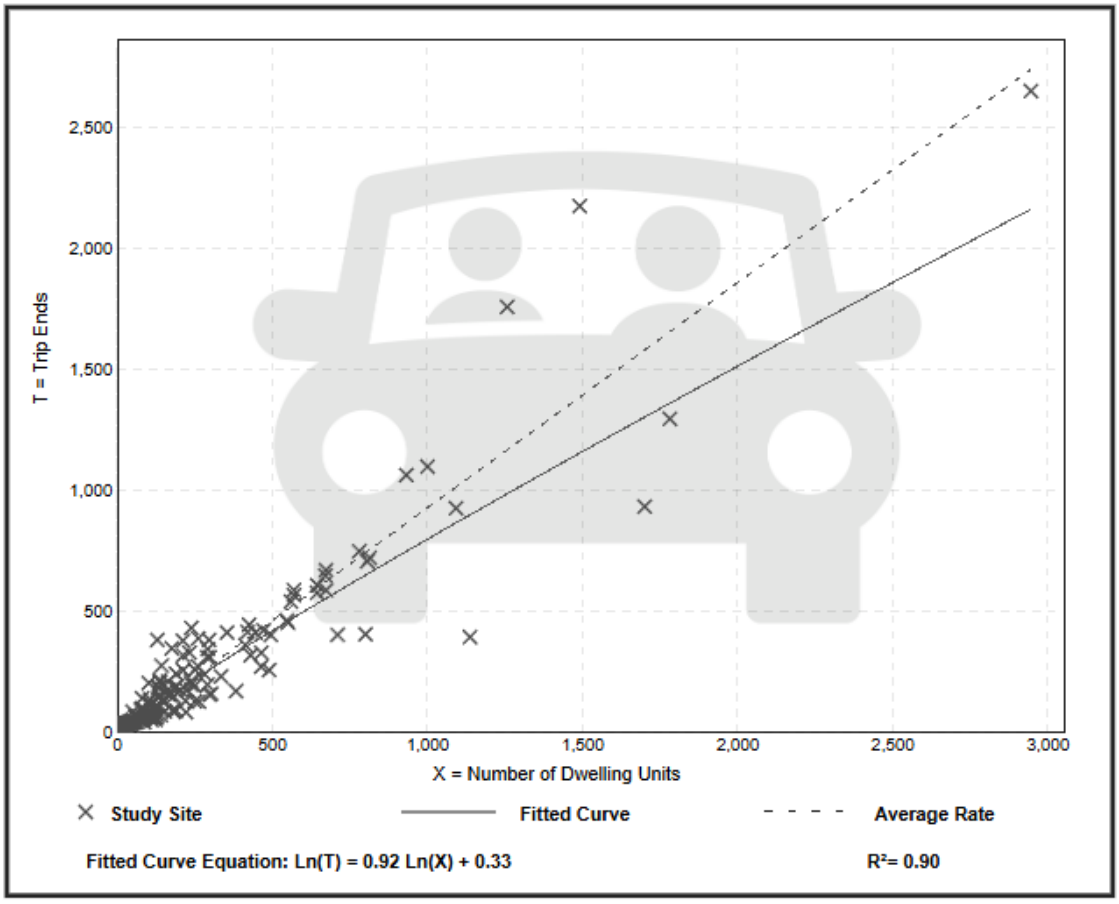
Single-Family Detached Housing
(210)

Vehicle Trip Ends vs: **Dwelling Units**
On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: **General Urban/Suburban**
Number of Studies: 166
Avg. Num. of Dwelling Units: 266
Directional Distribution: 62% entering, 38% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.93	0.35 - 2.98	0.33

Data Plot and Equation



Trip Gen Manual, 12th Edition • Institute of Transportation Engineers

Single-Family Detached Housing
(210)

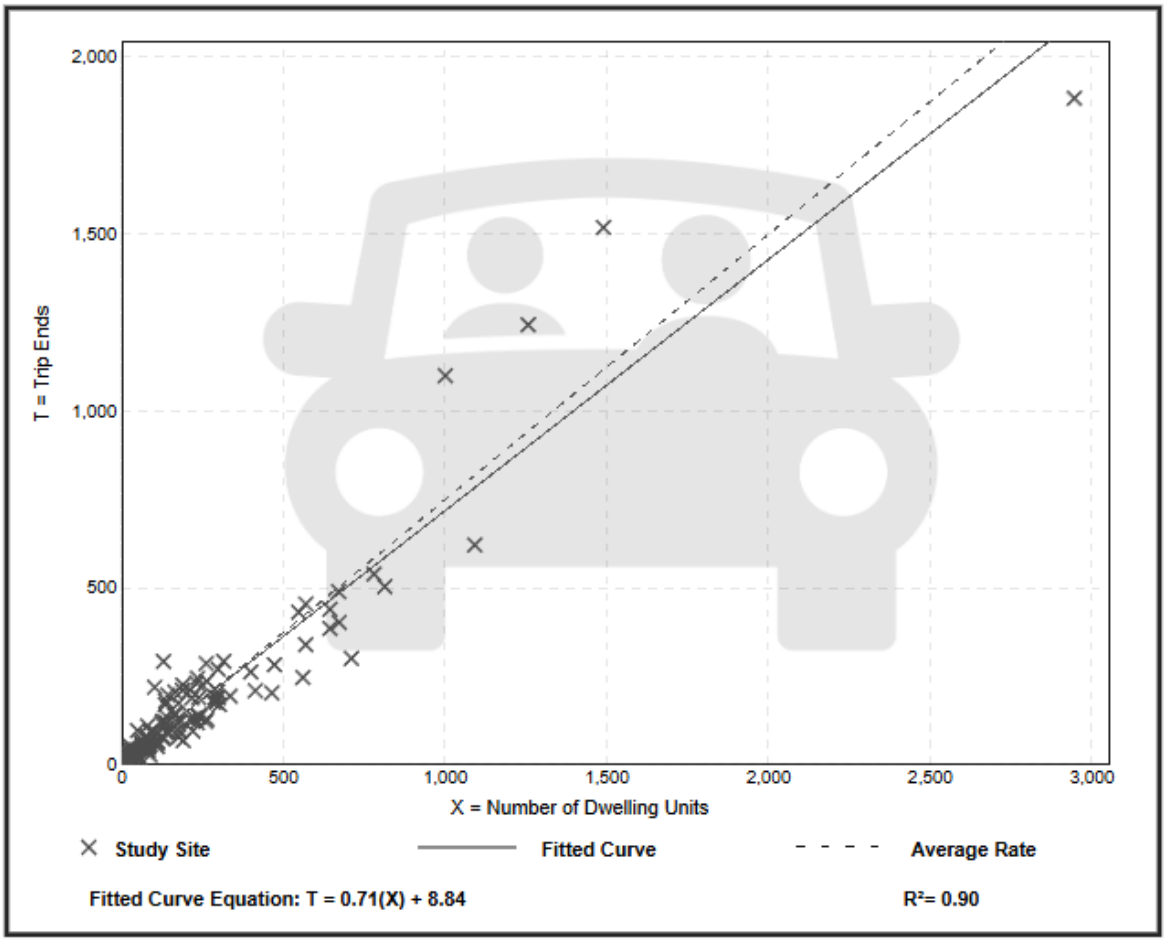
Vehicle Trip Ends vs: **Dwelling Units**
On a: **Weekday,**
AM Peak Hour of Generator

Setting/Location: **General Urban/Suburban**
Number of Studies: 132
Avg. Num. of Dwelling Units: 232
Directional Distribution: 27% entering, 73% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.75	0.32 - 2.27	0.26

Data Plot and Equation



Trip Gen Manual, 12th Edition • Institute of Transportation Engineers

Single-Family Detached Housing
(210)

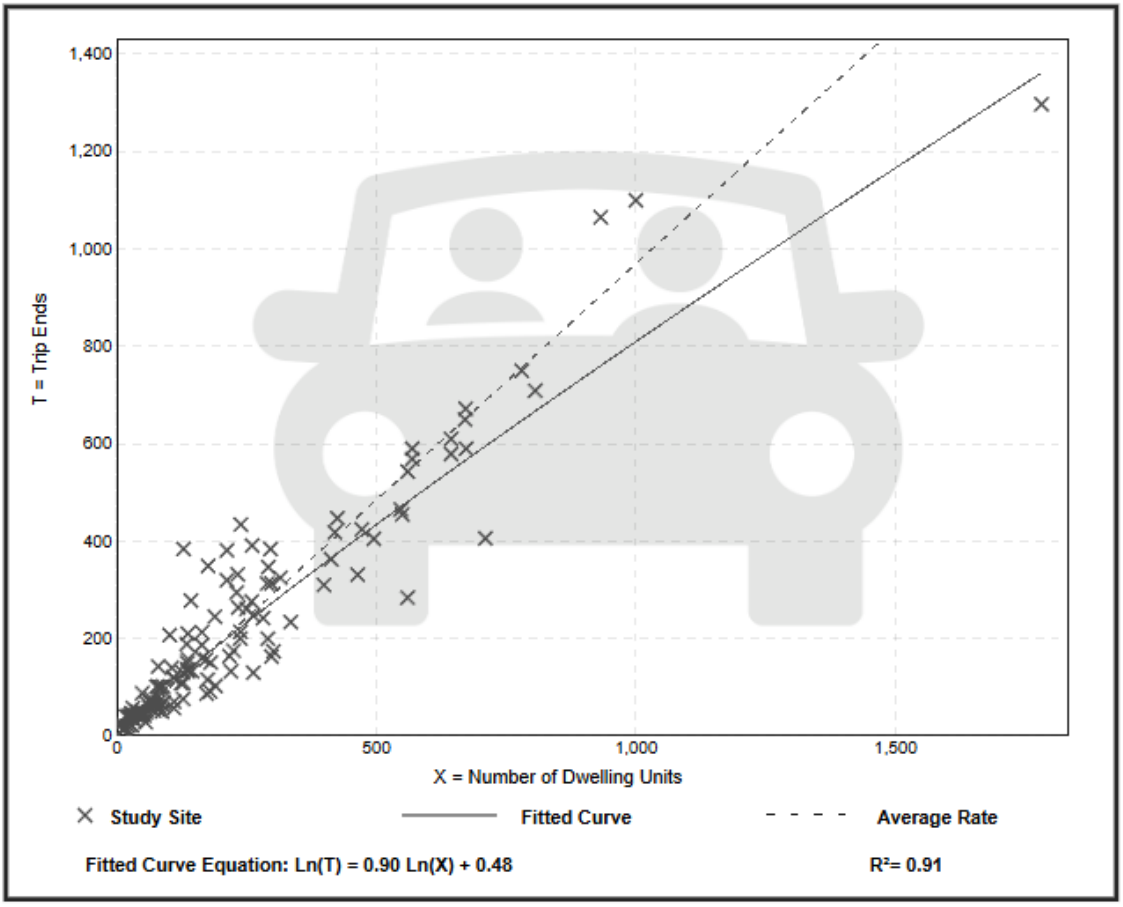
Vehicle Trip Ends vs: **Dwelling Units**
On a: **Weekday,**
PM Peak Hour of Generator

Setting/Location: **General Urban/Suburban**
Number of Studies: 138
Avg. Num. of Dwelling Units: 214
Directional Distribution: 63% entering, 37% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.97	0.49 - 2.98	0.32

Data Plot and Equation



Trip Gen Manual, 12th Edition • Institute of Transportation Engineers

Single-Family Detached Housing
(210)

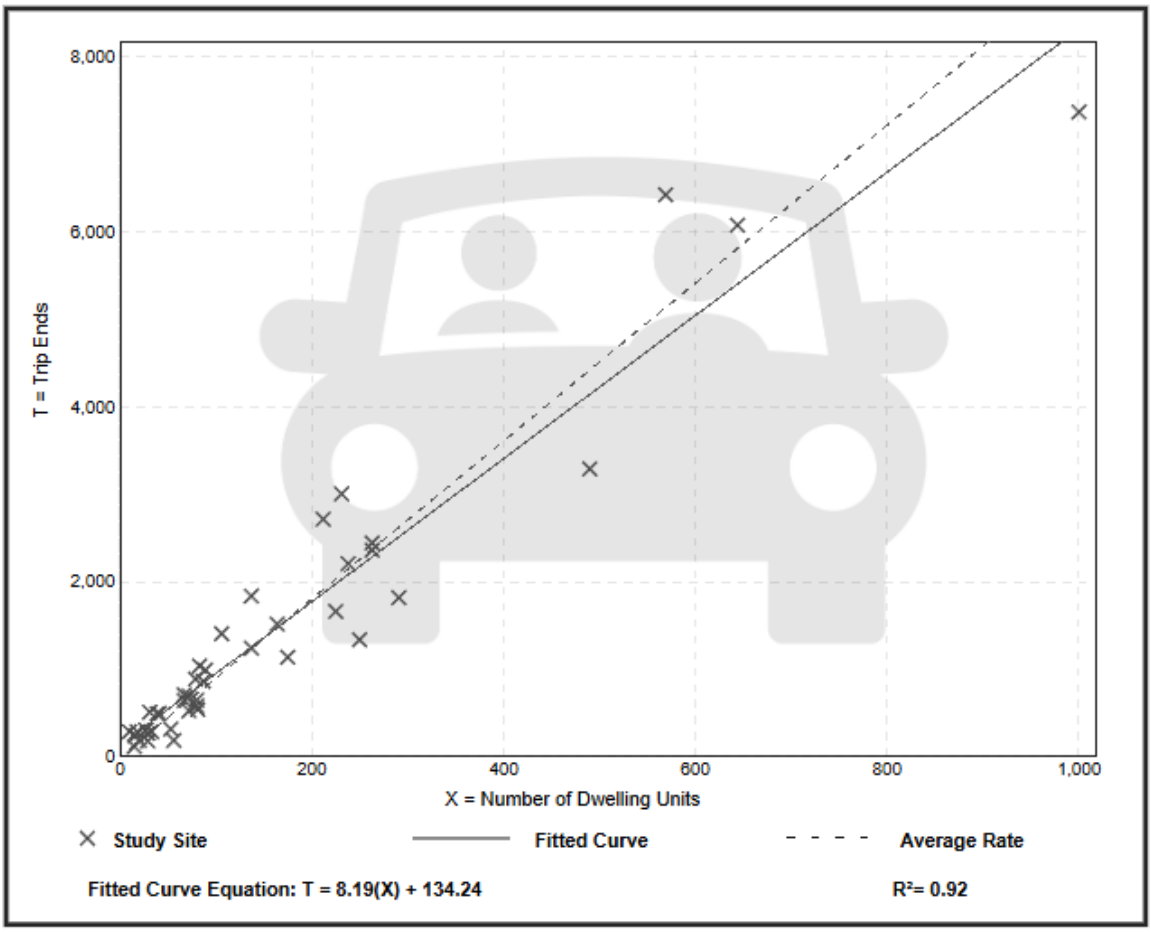
Vehicle Trip Ends vs: **Dwelling Units**
On a: **Saturday**

Setting/Location: **General Urban/Suburban**
Number of Studies: 42
Avg. Num. of Dwelling Units: 159
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
9.03	3.36 - 28.90	2.51

Data Plot and Equation



Trip Gen Manual, 12th Edition • Institute of Transportation Engineers

Single-Family Detached Housing
(210)

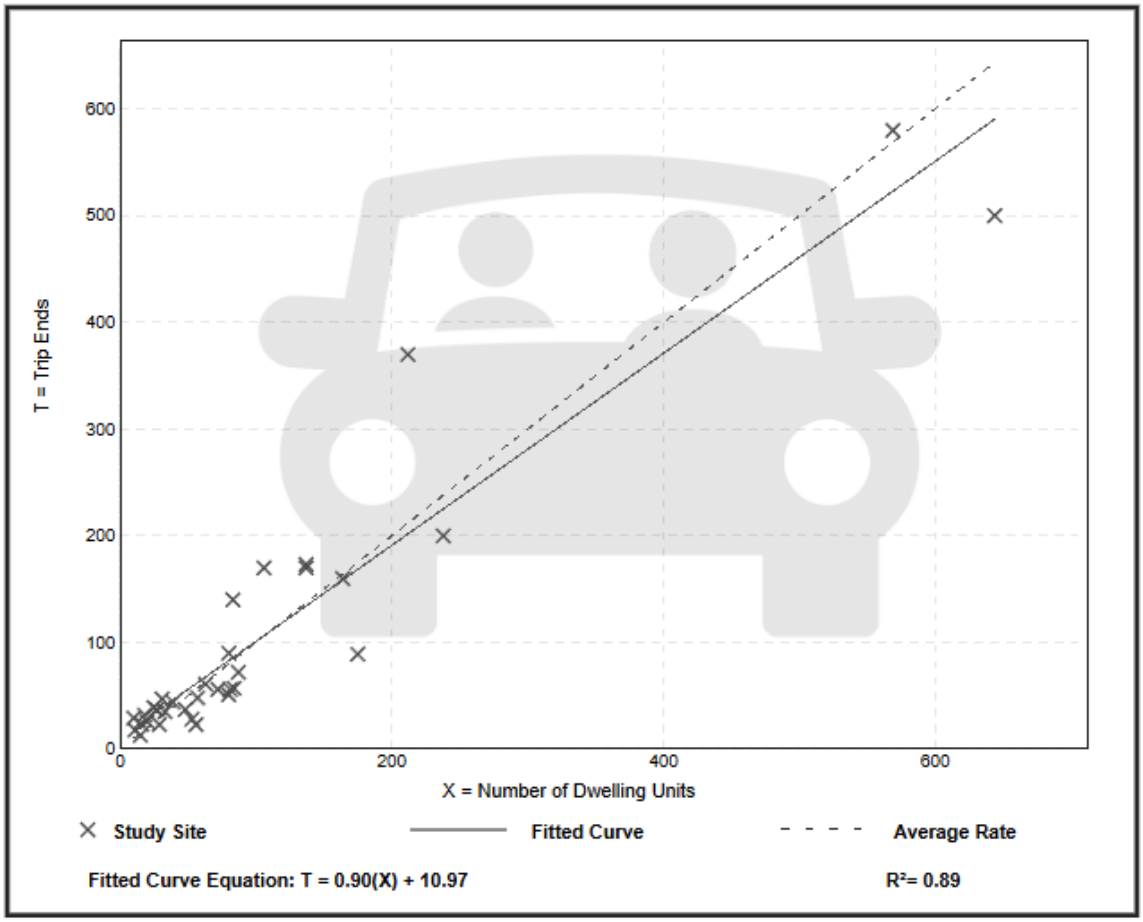
Vehicle Trip Ends vs: **Dwelling Units**
On a: **Saturday, Peak Hour of Generator**

Setting/Location: **General Urban/Suburban**
Number of Studies: 33
Avg. Num. of Dwelling Units: 106
Directional Distribution: 53% entering, 47% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
1.00	0.41 - 2.90	0.36

Data Plot and Equation



Trip Gen Manual, 12th Edition • Institute of Transportation Engineers

Single-Family Detached Housing
(210)

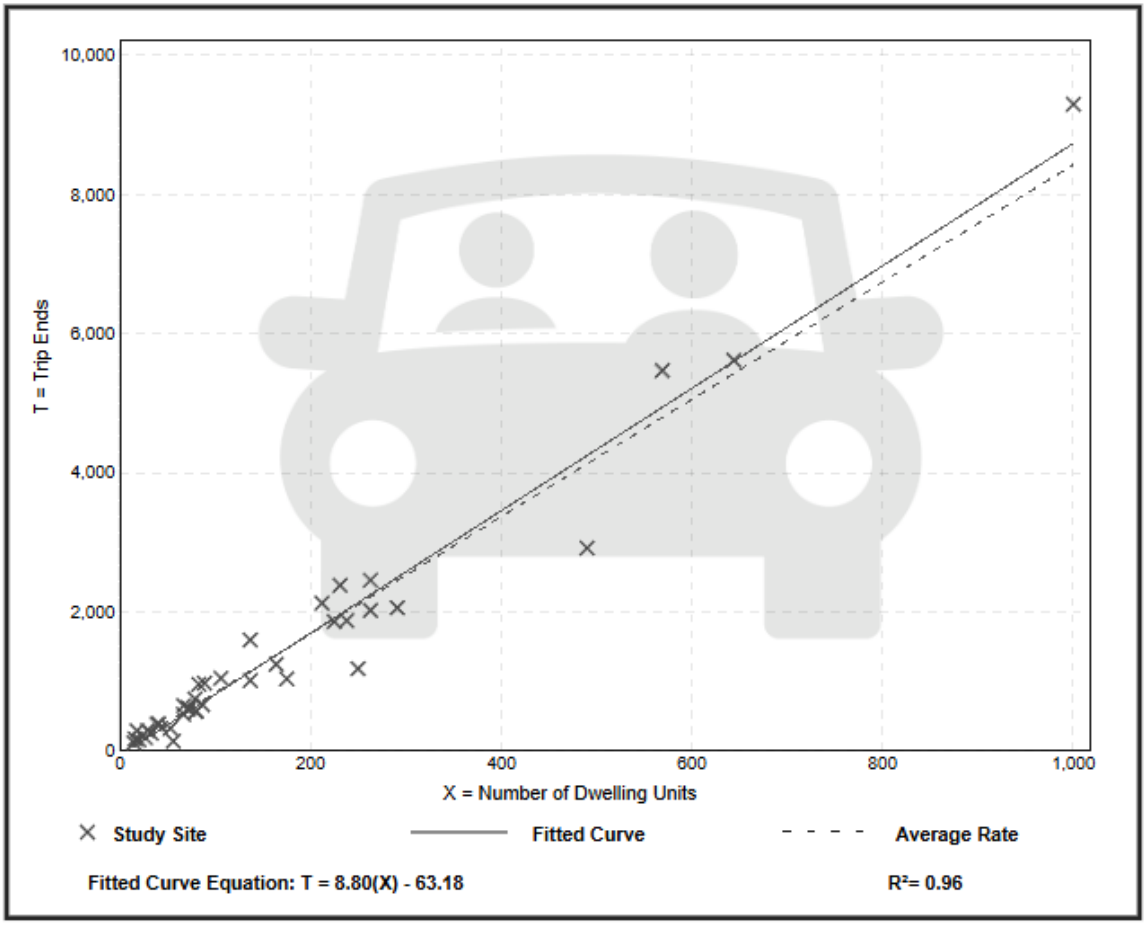
Vehicle Trip Ends vs: **Dwelling Units**
On a: **Sunday**

Setting/Location: **General Urban/Suburban**
Number of Studies: 38
Avg. Num. of Dwelling Units: 172
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
8.43	2.61 - 16.44	1.73

Data Plot and Equation



Trip Gen Manual, 12th Edition • Institute of Transportation Engineers

Single-Family Detached Housing
(210)

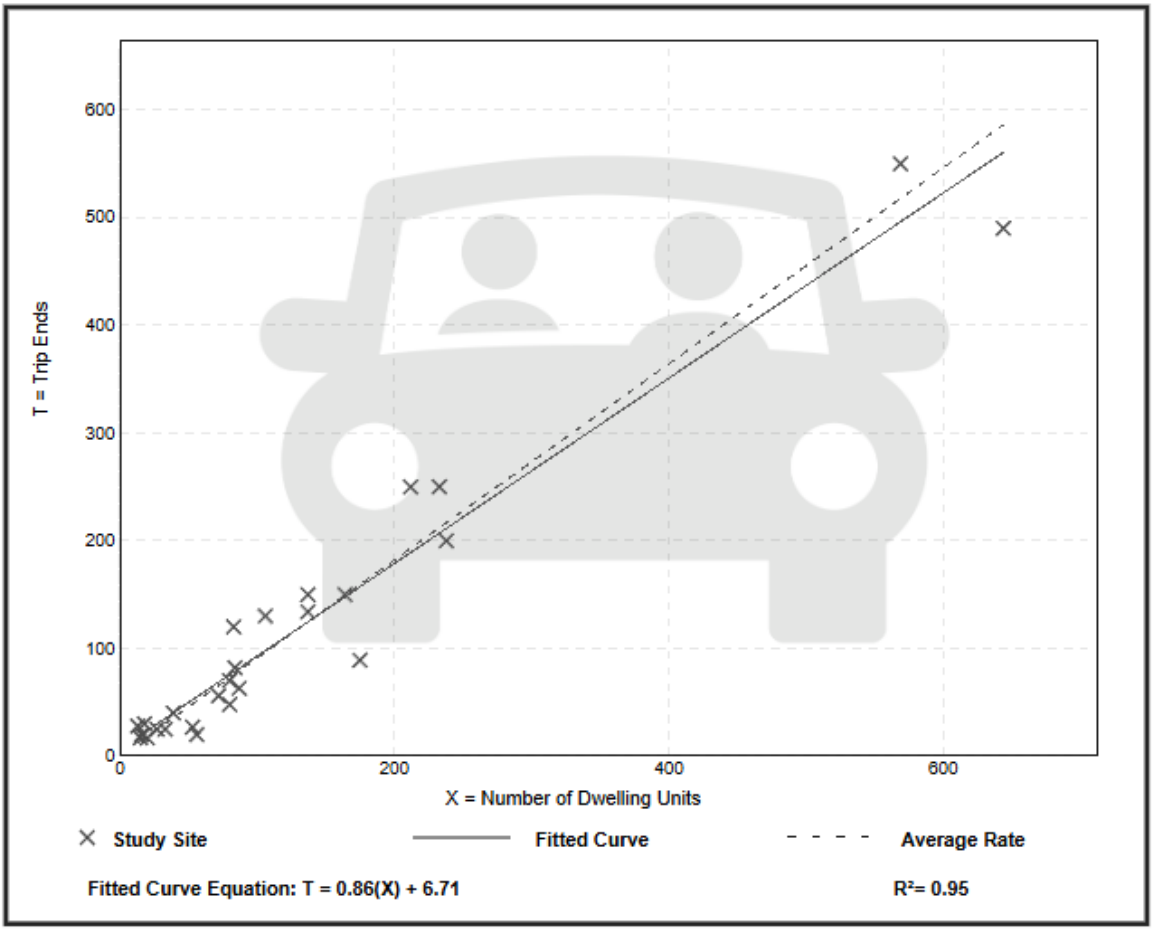
Vehicle Trip Ends vs: **Dwelling Units**
On a: **Sunday, Peak Hour of Generator**

Setting/Location: **General Urban/Suburban**
Number of Studies: 26
Avg. Num. of Dwelling Units: 130
Directional Distribution: 53% entering, 47% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.91	0.36 - 2.15	0.23

Data Plot and Equation



Trip Gen Manual, 12th Edition • Institute of Transportation Engineers

Hidden Haven Estates

49-lot Single-Family Residential Project

Analysis Completed February 18, 2026

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

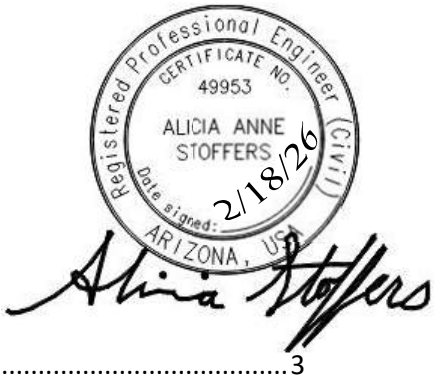
Paul A. Mood, P.E.

Public Works Director

Scott Overton

Registered Professional Engineer (Civil)
CERTIFICATE NO.
49953
ALICIA ANNE
STOFFERS
Date signed: 2/18/26
ARIZONA, USA

Table of Contents
Public Water and Sewer Impact Analysis
Hidden Haven Estates



Contents

I. INTRODUCTION 3
II. ANALYSIS SUMMARY 4
III. WATER SYSTEM ANALYSIS 5
A. EXISTING WATER SYSTEM 5
B. PROPOSED WATERLINE EXTENSIONS 5
C. WATER SYSTEM DEMANDS 6
D. WATER SYSTEM ANALYSIS RESULTS 6
IV. SEWER SYSTEM ANALYSIS 7
A. EXISTING SEWER SYSTEM 7
B. PROPOSED SEWER SYSTEM EXTENSIONS 8
C. SEWER SYSTEM FLOWRATES 8
D. SEWER SYSTEM ANALYSIS RESULTS 9
E. FLAGSTAFF DOWNSTREAM SEWER CAPACITY 9
V. CONCLUSIONS & REQUIREMENTS 11

WSIA Exhibit	Exhibit 1
Water GIS Map	Exhibit 2
Sewer GIS Map	Exhibit 3
Water Model Map - Nodes	Exhibit 4
Water Model Map – Hydrants	Exhibit 5
Sewer Model Existing Map – Dry Weather	Exhibit 6
Sewer Model Existing Map – Wet Weather	Exhibit 7
WaterGEMS Peak Domestic Flows and Pressures	Appendix A
WaterGEMS Fire Flow Analysis Report	Appendix B
SewerGEMS Dry Weather Flows and Capacity	Appendix C
SewerGEMS Wet Weather Flows and Capacity	Appendix D

I. INTRODUCTION

The Hidden Haven Estates Project (Hidden Haven) is located at the south end of East Sioux Drive in Flagstaff, AZ on Coconino County Parcels: 105-05-002B (1 ac), 105-05-002C (8.12 ac), 105-05-002D (1.23 ac), and 105-05-001A (2.66 ac). This site is currently developed as the Arizona Mountain Inn Cabins. The project is located in Section 33, Township 21 North, Range 7 East (See Figure 1 – Vicinity Map).

According to the WSIA request letter, dated 1/5/2026, the Property Owner is proposing a 49-lot single family residential subdivision. These parcels will be required to be rezoned from rural residential (RR) to single family residential (R1). The WSIA Exhibit, dated 1/5/2026, (Exhibit 1) by CD&E was provided to the City and has been used as the basis for this preliminary analysis.

The criteria used herein to estimate the project's utility impacts are from the Arizona Administrative Code (AAC) Title 18 Chapter 9, effective December 2023 and 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 February 18, 2026.

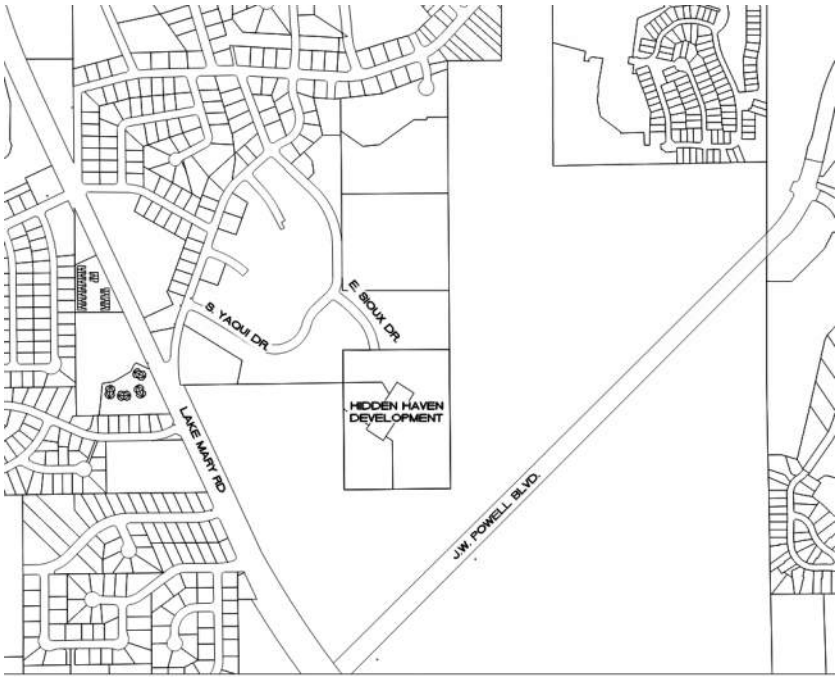


Figure 1 – Vicinity Map

II. ANALYSIS SUMMARY

On-site modifications:

Water: The project site is at the south end of East Sioux Drive and adjacent to South Yaqui Drive. The existing 6-inch water infrastructure onsite will not support this development, so all systems will have to be designed and built. A new 8-inch PVC dead-end water main is proposed to extend from the existing 8-inch asbestos cement (AC) waterline within the right-of-way of East Sioux Drive at the north end of Parcel 105-05-002C to provide service to the site and any required onsite hydrants. Additionally, a new 8-inch PVC water main is proposed within East Sioux Drive to provide dual water mains to meet the redundancy requirements in the Flagstaff Fire Code.

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: The project site is at the south end of East Sioux Drive and adjacent to South Yaqui Drive. There is no sewer infrastructure onsite to support this development, so all systems will have to be designed and built. A new 8-inch PVC sewer main is proposed to extend from the existing 8-inch vitrified clay (VC) sewer within the right-of-way of East Sioux Drive at the north end of Parcel 105-05-002C to provide service to the site.

Off-site modifications:

Water: The existing adjacent water system can provide adequate water supply and maintain system pressures **there will be no offsite modifications required by the developer.**

Sewer: The existing adjacent sewer system is adequate for the additional loading placed on the system by the proposed development and **there will be no offsite modifications required by the developer.**

In order to provide adequate downstream capacity, offsite sewer improvements will be necessary on the Rio de Flag trunk line near the Wildcat Treatment Plant. Per COF Engineering Standards section 13-05-002-0002 C.2., these may not be required of the developer on the sewer trunk line. The City will fund the design of this upgrade and will fund, for prioritized completion, the actual construction of the upsized sewer trunk line. These offsite improvements must be completed prior to connecting to the existing system.

III. WATER SYSTEM ANALYSIS

A. EXISTING WATER SYSTEM

There is an existing 8-inch asbestos cement (AC) waterline within the right-of-way of East Sioux Drive at the north end of Parcel 105-05-002C. There is also an existing 6-inch waterline within the subject property. These water mains fall within the City of Flagstaff Pressure Zone B.

B. PROPOSED WATERLINE EXTENSIONS

The WSIA Exhibit (Exhibit 1) provided by CD&E included a utility layout. A new 8-inch PVC dead-end water main is proposed to extend from the existing 8-inch asbestos cement (AC) waterline within the right-of-way of East Sioux Drive at the north end of Parcel 105-05-002C to provide service to the site and any required onsite hydrants. Additionally, a parallel new 8-inch PVC water main is proposed within East Sioux Drive to provide dual water mains to meet the redundancy requirements in the Flagstaff Fire Code.

The watermain is shown within Public Right of Way. If any appurtenances extend beyond the ROW, a public utility easement shall be dedicated per Flagstaff standards.

C. WATER SYSTEM DEMANDS

The following quantifies the anticipated water demands for the project. The following Demand Criteria is from the City of Flagstaff Code 13-09-003-0004.2

Water System Demand

Single-Family Residential

Population Density SFR	3.5 Person/unit
Dwelling Units	49 units
Population	172 residents
Average Single-Family flow	120 gpcd
Peak Single-Family Flow	300 gpcd
Average Daily Flow	20,580 gpd or 14.29 gpm
Peak Daily Flow	51,450 gpd or 35.73 gpm

Minimum Required Fire Flow = 1,000 gpm

D. WATER SYSTEM ANALYSIS RESULTS

Bentley WaterGEMS software was used for simulations of peak daily and fire flow. The surrounding water system for this project is shown on the GIS Water Map, Exhibit 2. The analysis area for the surrounding water system is shown on Exhibits 4 and 5. This area includes Zone B within the vicinity of Lake Mary Road between Interstate 40 and JW Powell Blvd.

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 45.7 psi (J-9869, 20” DIP waterline within the ROW of J.W. Powell Boulevard) to 105.2 psi (J-7813, 12” PVC waterline within the ROW of South Lone Tree Road). Results are included in Appendix A. The nodes are consistent given the elevations of the junction nodes within the analyzed boundary.

The new peak daily demand load (35.73 gpm) for the project is added at junction J-13583, which is an existing node at the connection point for the project. The peak daily flow condition yields a pressure on the project site of 84.2 psi (junction J-13583). 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. 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 above 20 psi (COF EDS 13-09) or higher during fire flow scenarios of 1,500 for commercial properties, and 1,000 gpm for the surrounding single family residential areas. Results are included in Appendix B with hydrant locations on Exhibit 5.

It is the developer's responsibility to design, acquire adequate ROW for, and construct all on-site and connecting water infrastructure per all applicable City, State, and Federal rules and regulations.

IV. SEWER SYSTEM ANALYSIS

A. EXISTING SEWER SYSTEM

The project site is at the south end of East Sioux Drive and adjacent to South Yaqui Drive. There is an existing 8-inch vitrified clay (VC) sewer within the Right-Of-Way of East Sioux Drive at the north end of Parcel 105-05-002C. The sewer line information is based on the City of Flagstaff GIS (Geographic Information System) data shown on Exhibit 3.

B. PROPOSED SEWER SYSTEM EXTENSIONS

The WSIA Exhibit (Exhibit 1) provided by CD&E included a utility layout. It is anticipated that sewer service will be provided by a new 8-inch PVC sewer main connecting to the existing sewer manhole MH 6-996 on the existing 8-inch VC sewer main within the right-of-way of East Sioux Drive at the north end of Parcel 105-05-002C.

The sewer is shown within Public Right of Way. If any appurtenances extend beyond the ROW, a public utility easement shall be dedicated per Flagstaff standards.

The proposed on-site sewer system was not analyzed as a part of this report and shall be addressed by the A/E as part of their design for their project. The A/E's engineering analysis and design shall be consistent with the requirements called out in the City of Flagstaff Engineering Standards.

C. SEWER SYSTEM FLOWRATES

The following criteria were utilized in determining the anticipated wastewater generation for this project. The following Demand Criteria is from the City of Flagstaff Code 13-09-002-0002.

The peaking factor is determined based on existing upstream population and calculated per Figure 13-09-002-01 in the Flagstaff Design Standards. The Population sewer flow rate from the development is 172. A peaking factor of 3.6 is used in this analysis.

Sewer System Design Flows

Single Family Residential

Population Density SFR	3.5 Person/unit
Dwelling Units	49 units
Population	172 residents
Average Flow	75 gpcd
Peak Factor	3.6
Average Daily Flow	12,863 gpd
Peak Daily Flow	46,305 gpd

D. SEWER SYSTEM ANALYSIS RESULTS

In the SewerGEMS model prepared for this evaluation, the sewer design flows were applied to manhole 6-996 on the existing 8-inch in East Sioux Drive. The upstream onsite system is not included in this analysis. These total design flows from the Hidden Haven project will yield an average day flow increase of 46,305 gallons per day (0.046305 MGD approximately). The downstream limit of the sewer system analysis is R-034 where the lateral line ties into the Rio De Flag Trunk line.

The capacity of this portion of the existing collection system downstream of this project is adequate to convey the proposed peak dry weather flow rates and maintain the City's required d/D pipe capacity ratio (expressed as a percentage) at less than 70%. The highest D/d in the dry weather analysis area is 42.6% in the 8-inch sewer in South Yaqui Drive between East Sioux Drive and Oakwood Village Apartments. See Appendix C and Exhibit 6 for results.

The capacity of this portion of the existing collection system downstream of this project is adequate to convey the proposed peak wet weather flow rates and maintain the d/D pipe capacity ratio (expressed as a percentage) at less than 100% (flowing full) as required by AAC R18-9-E301. The wet weather flow rates are modeled per the 2015 Flagstaff Master Plan. The simulated Inflow and Infiltration (I&I) is based on a 10 year-24hr storm. The highest D/d in the wet weather analysis is 55.2% in the 30" sewer in the Rio de Flag from manhole 6-236 to manhole R-034. See Appendix D and Exhibit 7 for results.

E. FLAGSTAFF DOWNSTREAM SEWER CAPACITY

Downstream of the study area, there exists a limiting condition relative to pipe size and capacity. The Flagstaff trunk line in the Rio De Flag is at capacity. The additional wastewater flow of (46,305 gpd peak flow) created by the Hidden Haven 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 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 trunk line 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 Hidden Haven project coming online. As such, the Hidden Haven project's connection to the sewer system is contingent on the successful completion of the trunk line improvement and, therefore the City's sewer trunk line improvements must be completed before Hidden Haven receives any certificate of occupancy on the project.

Another limiting condition is relative to the wastewater treatment plant capacity. 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 Hidden Haven 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. It should be noted that the City of Flagstaff Engineering Standards (Chapter 13 of the City of Flagstaff Code) is the only document used for this analysis.

This WSIA does not guarantee conformance to any other codes, standards, or specifications similar to, but not limited to, IBC, IFC, IRC, etc.

The location(s) of any required fire hydrants related to this project is (are) left to the discretion of the City of Flagstaff Fire Department per City of Flagstaff Engineering Standards and current Fire Codes. Approval by the City Engineer shall also be obtained.

Water and Sewer computer analyses were done with Bentley Systems WaterGEMS and SewerGEMS software. The existing City of Flagstaff master water and sewer models were modified to incorporate the estimated infrastructure and flows that will be required by this development.

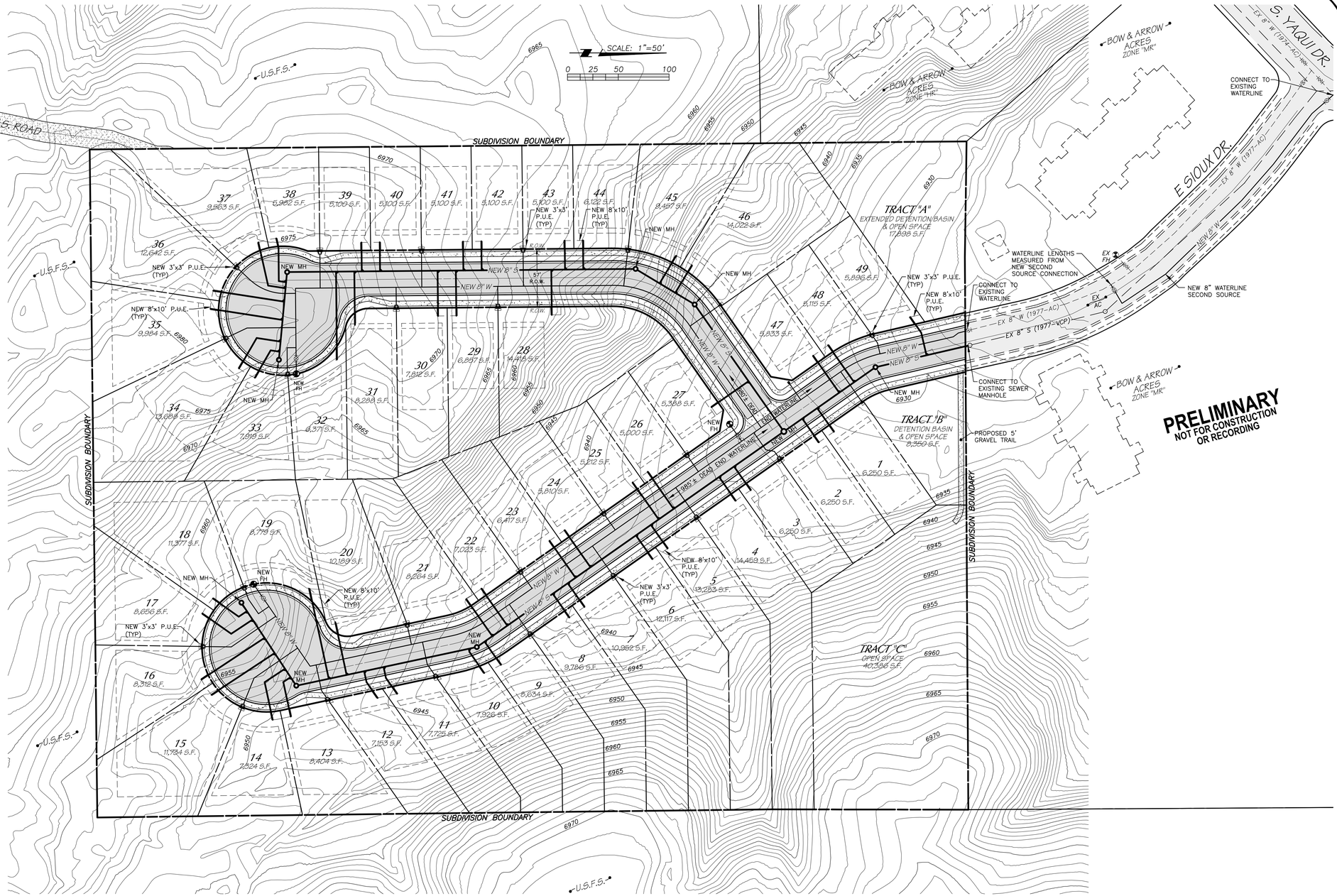
All existing utility information is based on the City of Flagstaff GIS data and other information contained within the WaterGEMS & SewerGEMS master models or provided by the City of Flagstaff engineering staff. The developer's A/E should confirm the City water system supply and wastewater collection 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, 2/18/2026, 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



PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

PUBLIC WATER & SEWER MAINS

ALL NEW 8" WATER & SEWER MAINS SHALL BE PUBLIC AND LOCATED WITHIN A 57' PUBLIC RIGHT OF WAY.

WATER & SEWER SERVICES

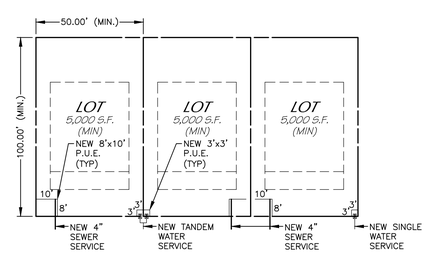
ALL NEW SEWER SERVICES SHALL BE 4" MINIMUM AND ALL NEW WATER SERVICES SHALL BE 3/4" MINIMUM. WATER METERS SHALL BE SIZED TO ACCOMMODATE THE REQUIRED FIRE SPRINKLER SYSTEMS.

BACKFLOW PREVENTION

BACKFLOW PREVENTION SHALL BE IN ACCORDANCE WITH CITY CODE SECTION 7-03-001-0015

FIRE PREVENTION

THIS PROJECT CONTAINS MORE THAN 30 UNITS AND DOES NOT HAVE SECONDARY ACCESS, THEREFORE ALL UNITS IN THIS SUBDIVISION ARE REQUIRED TO HAVE A FIRE SPRINKLER SYSTEM



TYPICAL WATER & SEWER SERVICE DETAIL
N.T.S.

ARIZONA 811 — MON - FRI 8am - 5pm — KNOW WHAT IS BELOW CALL BEFORE YOU DIG

SHEET NO. 1 OF 1

COF PROJECT # N/A

Mogollon Inc
ENGINEERING & SURVEYING
618 E. Route 66
Flagstaff, Arizona 86001
Phone: 928-345-2653

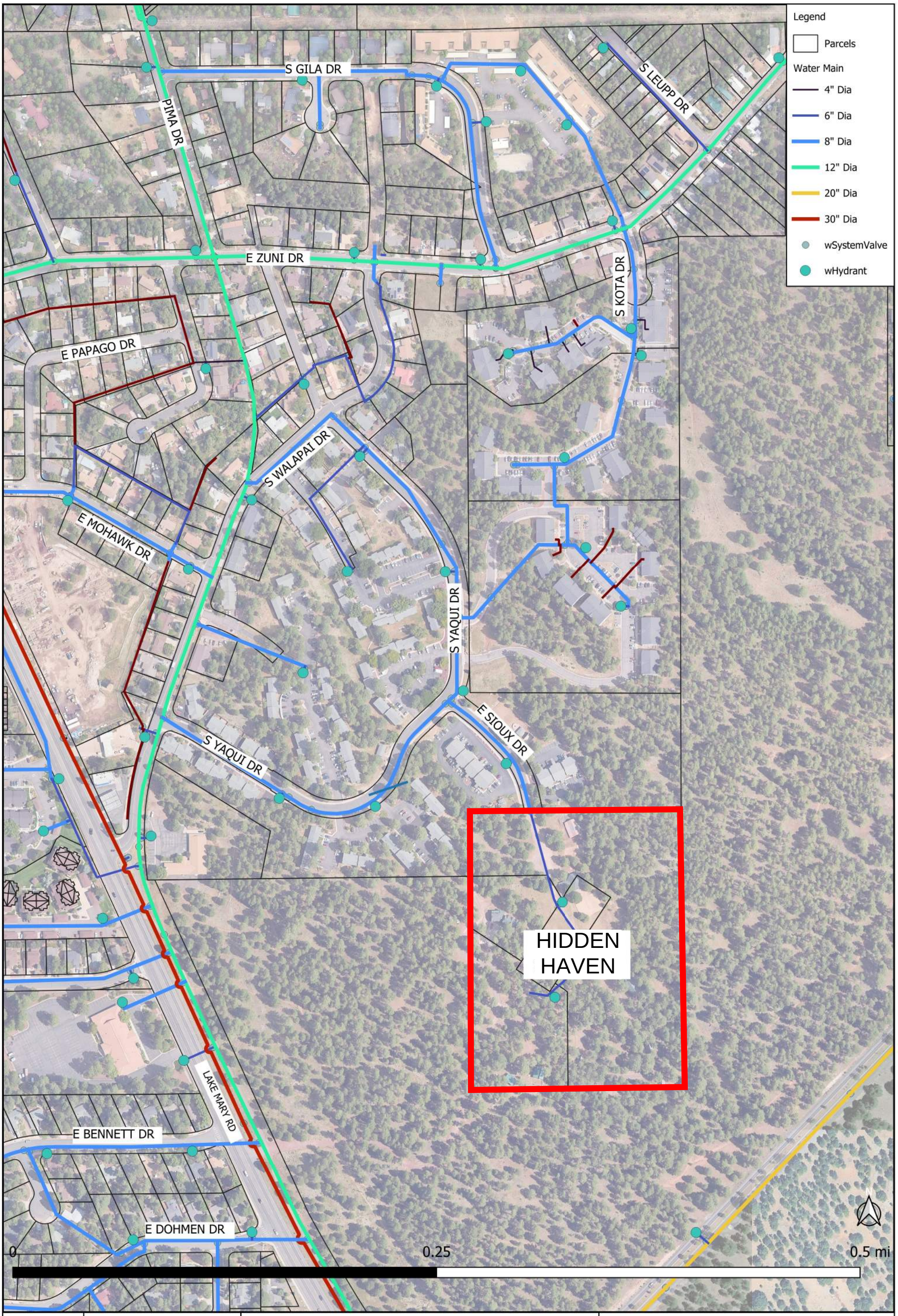
PARTNERSHIP WITH CD&E ENGINEERING + MANAGEMENT

HIDDEN HAVEN ESTATES
WSA EXHIBIT

1/5/26
MES# 25-069

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

DATE: 1/5/26 | PROJECT NO. 25-069 | REVISIONS:
DESIGNED BY: MM | FN: SHEET-01.DWG | VERT SCALE: N/A
DRAWN BY: MM | HOR SCALE: 1"=50'
CHECKED BY: RM/MM



PROJ # 224168

ARDURRA

ARDURRA

GROUP INC.

1801 W ROUTE 66, SUITE 117
FLAGSTAFF, AZ 86001
PHONE: (928) 774-4636 WWW.ARDURRA.COM

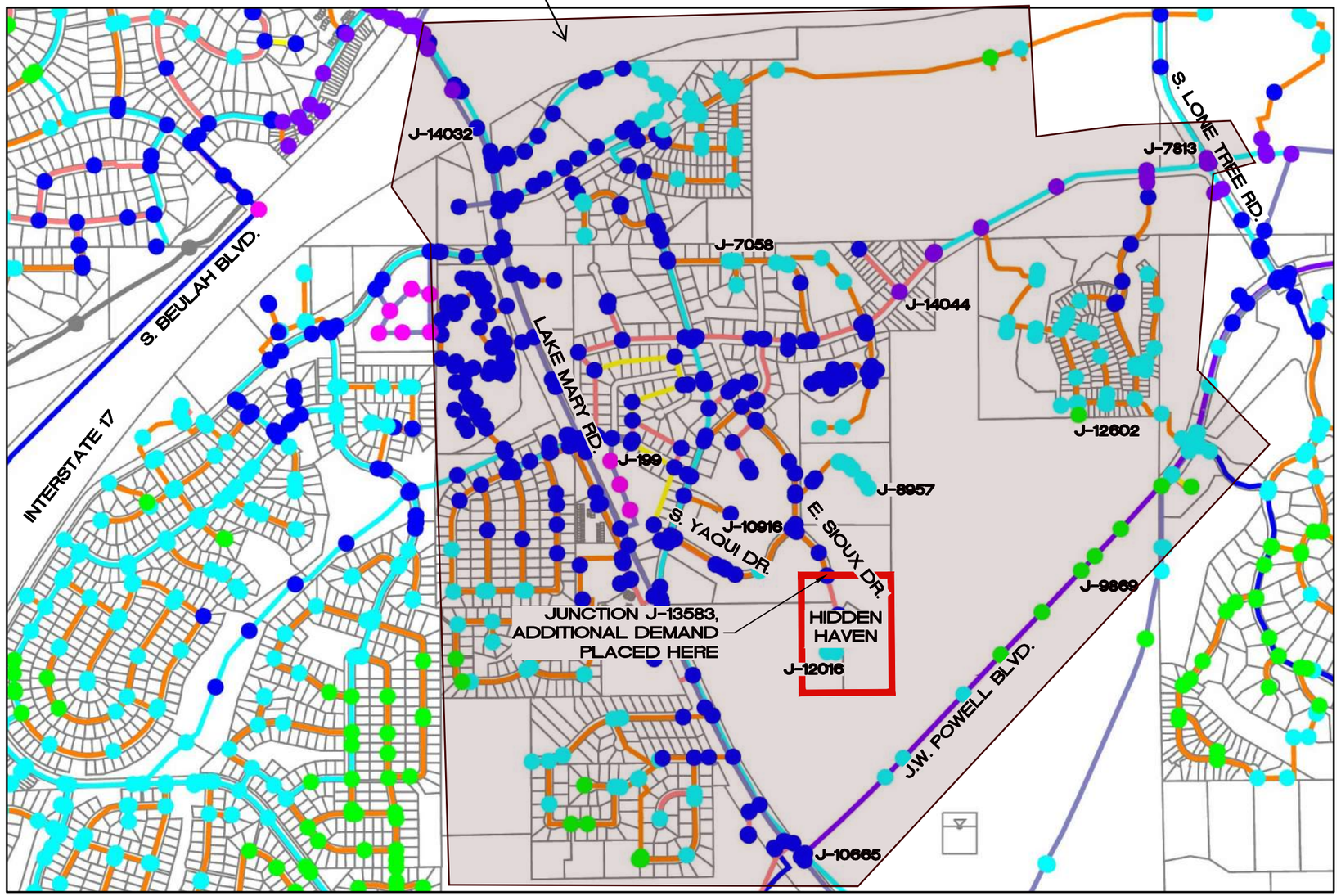
EXHIBIT 2

HIDDEN HAVEN SUBDIVISION

FLAGSTAFF WATER GIS MAP



PROJ # 224168	ARDURRA	**ARDURRA GROUP INC.** 1801 W ROUTE 66, SUITE 117 FLAGSTAFF, AZ 86001 PHONE: (928) 774-4636 WWW.ARDURRA.COM	**EXHIBIT 3** **HIDDEN HAVEN SUBDIVISION** **FLAGSTAFF SEWER GIS MAP**



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: THIS MAP IDENTIFIES ALL JUNCTIONS WITHIN ZONE B. ONLY ZONE B IS ANALYZED.

NOT TO SCALE

ARDURRA
www.ardurra.com

HIDDEN HAVEN

STATIC PRESSURES - PEAK FLOW

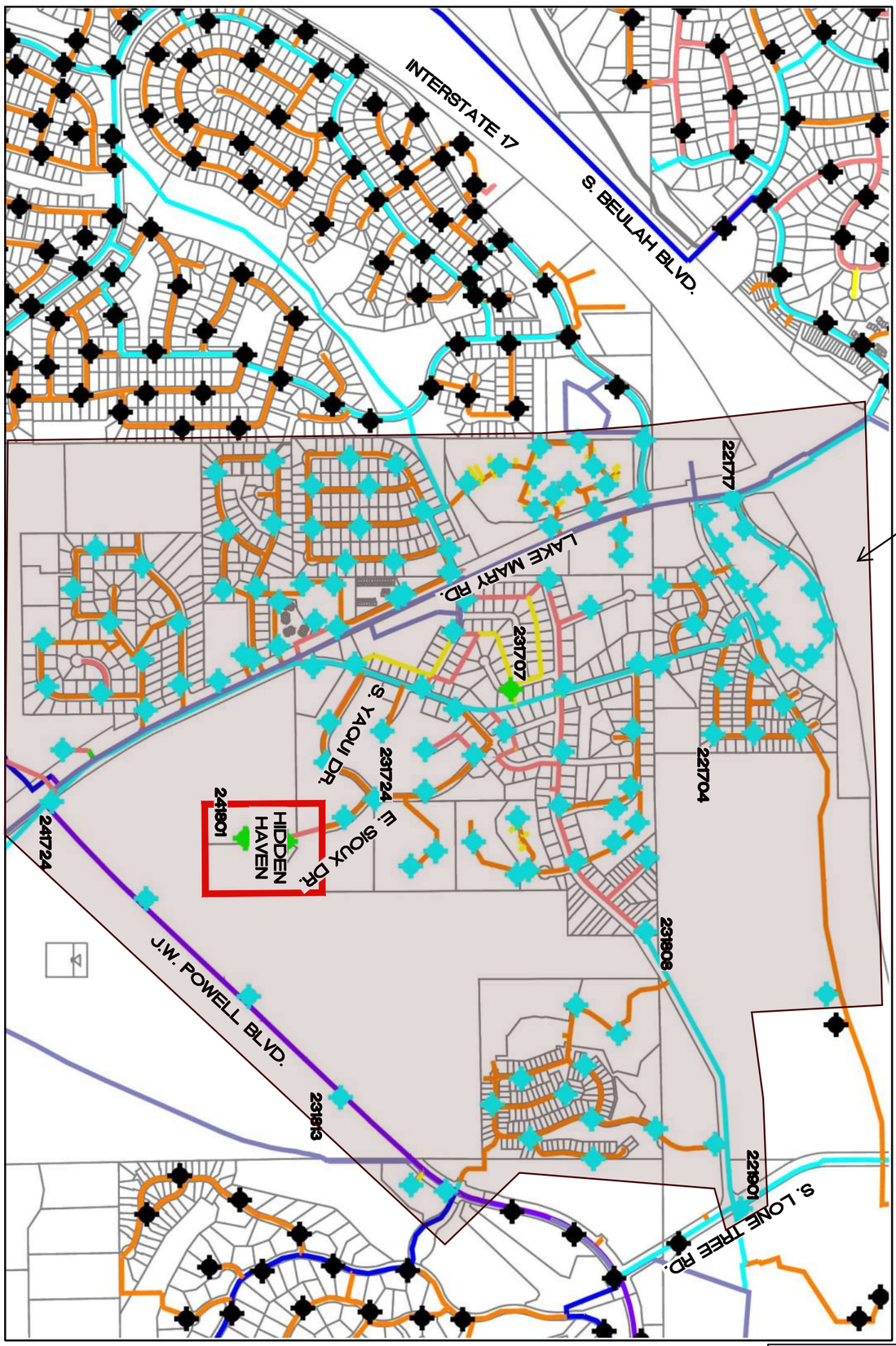
FLAGSTAFF

DRAWN BY:	KMF
DATE:	2/10/2026
SCALE:	NTS
JOB NO:	224168

WSIA ON CALL

EXHIBIT 4

DATE: Feb 10, 2026 FILE: Y:\FLG\FLG-FS04\Project DOCS\224000 up\224168 COF WSIA On Call\03-Prod\03-DWGS\Hidden Haven Report Exhibits.dwg



Hydrant: Fire Flow (Available) (gpm)
- Other
- <= 3,500.00
- <= 1,500.00
- <= 1,000.00
- <= 500.00

Pipe: Diameter (in)
- <= 24.0
- <= 18.0
- <= 16.0
- <= 12.0
- <= 10.0
- <= 8.0
- <= 6.0
- <= 5.0

NOTE: THIS MAP IDENTIFIES ALL HYDRANTS WITHIN ZONE B. ONLY ZONE B IS ANALYZED.

NOT TO SCALE

EXHIBIT		
5	DRAWN BY:	KMF
	DATE:	2/10/2026
	SCALE:	NTS
	JOB NO:	224168

HIDDEN HAVEN

AVAILABLE FIRE FLOW

WSIA ON CALL — FLAGSTAFF

ARDURRA
www.ardurra.com

DATE: Feb 10, 2026 FILE: Y:\FLG\FLG-FS04\Project DOCS\224000 up\224168 COF WSIA On Call\03-Prod\03-DWGS\Hidden Haven Report Exhibits.dwg

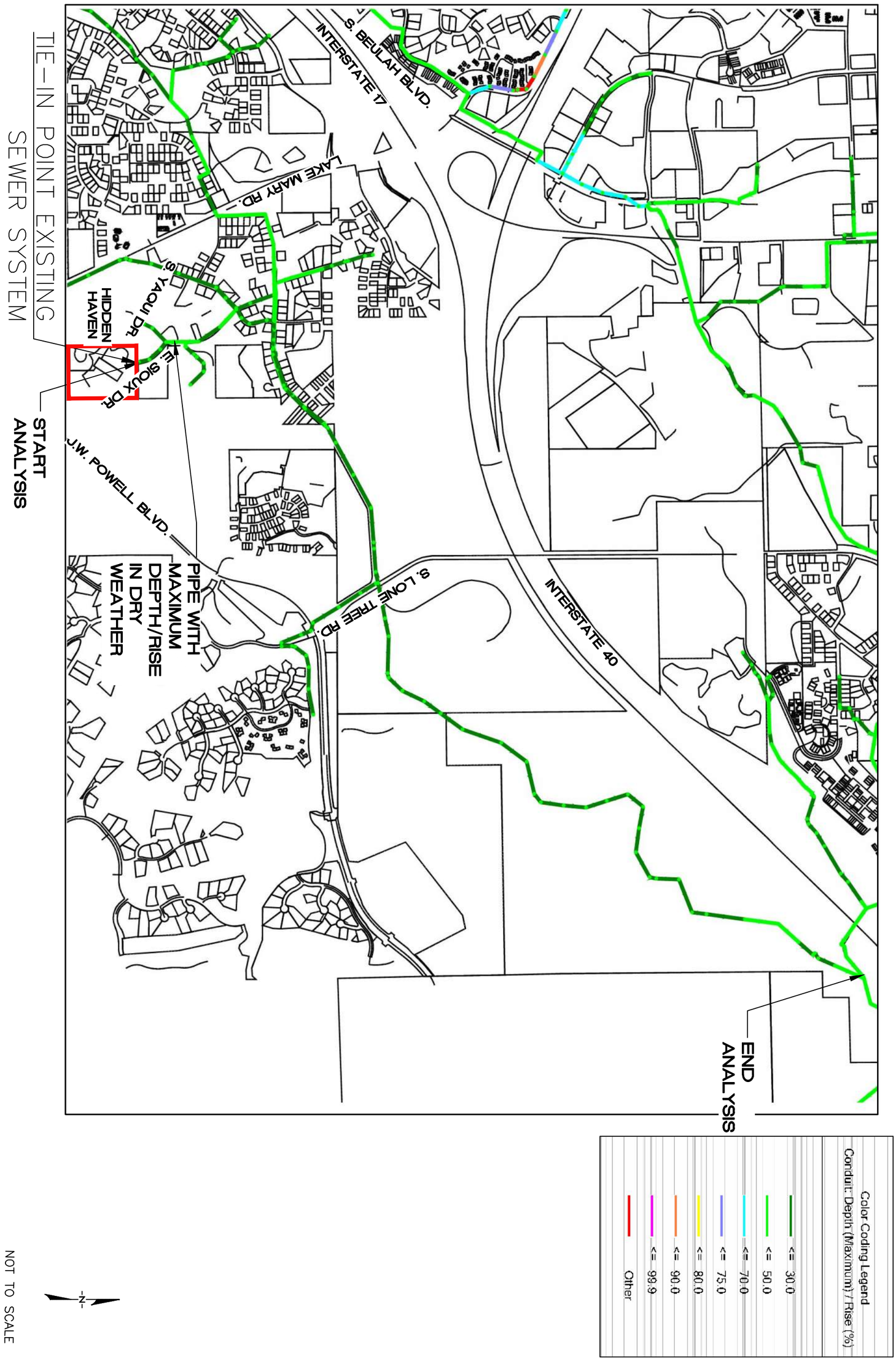


EXHIBIT	DRAWN BY:	KMF
6	DATE:	2/10/2026
	SCALE:	NTS
	JOB NO:	224168

HIDDEN HAVEN
SEWER CAPACITY DRY WEATHER
WSIA ON CALL — FLAGSTAFF

ARDURRA
www.ardurra.com

DATE: Feb 10, 2026 FILE: Y:\FLG\FLG-FS04\Project DOCS\224000 up\224168 COF WSIA On Call\03-Prod\03-DWGS\Hidden Haven Report Exhibits.dwg

ARDURRA
www.ardurra.com

HIDDEN HAVEN
SEWER CAPACITY
WET WEATHER

FLAGSTAFF

DRAWN BY:	KMF
DATE:	2/10/2026
SCALE:	NTS
JOB NO:	224168

WSIA ON CALL

EXHIBIT 7

DATE: Feb 10, 2026 FILE: Y:\FLG\FLG-FS04\Project DOCS\224000 up\224168 COF WSIA On Call\03-Prod\03-DWGS\Hidden Haven Report Exhibits.dwg



Appendix A

PROPOSED CONDITIONS

FlexTable: Junction Table

Label	Elevation (ft)	Demand (gpm)	Pressure (psi)
H2S & Tru	6,902.00	55.56	95.7
J-32	6,992.96	0.00	56.5
J-33	6,992.83	0.20	56.5
J-62	6,913.93	0.00	90.6
J-69	6,915.46	0.00	89.9
[redacted]			
J-70	6,915.71	0.00	89.8
[redacted]			
J-72	6,988.00	27.08	58.4
J-74	6,950.00	0.00	74.9
J-77	6,976.89	0.00	63.3
J-78	6,971.00	0.00	65.8
J-85	6,905.53	0.69	94.2
J-86	6,905.48	0.00	94.2
J-89	6,930.43	0.00	83.5
J-90	6,930.29	0.00	83.6
J-145	6,915.14	0.00	90.0
J-196	6,913.30	0.00	90.9
[redacted]			
J-200	6,913.68	0.00	90.8
J-201	6,913.81	0.00	90.7
J-202	6,913.74	0.00	90.7
J-203	6,913.73	0.00	90.7
J-263	6,906.97	0.00	93.6
J-265	6,882.32	0.00	104.2
J-266	6,882.31	4.89	104.2
J-361	6,906.69	0.34	93.7
J-464	6,907.94	0.00	93.1
J-465	6,907.85	0.00	93.2
J-582	6,903.63	0.00	95.0
J-583	6,903.70	1.61	95.0
J-620	6,958.07	0.00	71.5
J-621	6,958.12	0.00	71.4
J-772	6,906.48	0.00	93.8
J-773	6,906.72	0.00	93.7
J-781	6,915.44	3.59	90.0
J-841	6,915.77	0.00	89.7
J-845	6,910.15	0.00	92.3
J-867	6,908.51	0.00	92.9
J-868	6,909.39	0.00	92.5
J-895	6,918.44	0.00	88.6
J-896	6,919.16	0.00	88.3
J-901	6,923.12	0.00	86.7
J-902	6,923.30	0.00	86.6
J-919	6,909.06	0.00	92.6
J-920	6,909.47	0.00	92.5
J-983	6,909.25	0.00	92.6

FlexTable: Junction Table

Label	Elevation (ft)	Demand (gpm)	Pressure (psi)
J-984	6,908.77	0.97	92.8
J-1038	6,898.00	0.09	97.5
J-1039	6,898.00	0.00	97.5
J-1088	6,915.22	0.00	90.0
J-1089	6,915.64	0.15	89.8
J-1220	6,910.18	0.00	92.3
J-1221	6,910.91	0.00	91.9
J-1224	6,943.93	0.00	77.6
J-1225	6,943.74	0.00	77.7
J-1330	6,962.83	0.00	69.4
J-1331	6,962.96	0.00	69.3
J-1559	6,912.49	0.00	91.2
J-1560	6,912.79	0.00	91.1
J-1720	6,936.42	0.00	80.9
J-1721	6,936.65	0.00	80.8
J-1860	6,933.29	0.00	82.2
J-1861	6,933.98	0.00	81.9
J-1881	6,914.77	0.00	90.2
J-1882	6,914.51	0.00	90.3
J-2039	6,929.50	0.00	83.9
J-2040	6,929.85	0.00	83.8
J-2064	6,914.97	0.00	90.2
J-2091	6,907.04	1.20	93.6
J-2437	6,919.48	0.00	88.2
J-2438	6,919.43	0.00	88.2
J-2563	6,928.69	0.00	84.2
J-2564	6,928.82	0.00	84.1
J-2636	6,936.43	0.00	80.9
J-2712	6,911.58	0.00	91.7
J-2713	6,911.58	0.00	91.6
J-2876	6,932.90	0.00	82.4
J-2877	6,933.23	0.00	82.2
J-2912	6,894.00	0.04	99.2
J-2913	6,894.00	0.00	99.2
J-2914	6,895.14	0.82	98.7
J-2915	6,895.12	0.00	98.7
J-2948	6,983.66	0.00	60.3
J-3130	6,912.94	0.00	91.1
J-3227	6,942.24	0.00	78.3
J-3228	6,942.30	0.00	78.3
J-3234	6,914.00	0.00	90.6
J-3235	6,914.00	0.00	90.6
J-3427	6,912.00	0.00	91.5
J-3446	6,898.00	0.30	97.5
J-3634	6,941.39	0.00	78.7
J-3714	6,960.00	0.00	70.6
J-3715	6,960.00	0.00	70.6
J-3739	6,913.36	2.98	90.9
J-3740	6,913.19	0.00	90.9

FlexTable: Junction Table

Label	Elevation (ft)	Demand (gpm)	Pressure (psi)
J-3748	6,950.69	0.00	74.7
J-3755	6,973.23	0.66	64.9
J-3913	6,896.13	0.32	98.3
J-3914	6,896.28	0.00	98.2
J-3963	6,956.32	0.28	72.3
J-3964	6,957.59	0.29	71.8
J-4063	6,943.11	0.00	77.9
J-4089	6,900.21	0.16	96.5
J-4090	6,899.91	0.00	96.6
J-4145	6,923.20	0.00	86.6
J-4146	6,922.88	0.11	86.7
J-4198	6,896.00	0.00	98.3
J-4199	6,896.00	0.40	98.3
J-4240	6,930.00	0.00	83.8
J-4241	6,931.59	0.00	83.1
J-4406	6,941.86	0.00	78.5
J-4407	6,941.23	0.00	78.8
J-4468	6,907.95	0.00	93.2
J-4469	6,908.37	0.00	93.0
J-4470	6,906.00	0.00	94.0
J-4471	6,906.00	0.00	94.0
J-4509	6,898.00	0.57	97.5
J-4581	6,894.00	0.00	99.2
J-4582	6,894.00	0.45	99.2
J-4642	6,952.33	0.00	73.9
J-4643	6,951.82	0.00	74.2
J-4663	6,981.20	0.00	61.4
J-4664	6,980.49	0.00	61.7
J-4696	6,906.00	0.00	94.0
J-4728	6,906.86	0.00	93.6
J-4752	6,913.63	0.00	90.7
J-4753	6,913.80	0.00	90.7
J-4756	6,960.64	0.00	70.3
J-4757	6,960.93	0.00	70.2
J-5057	6,894.00	0.47	99.2
J-5068	6,907.47	0.00	93.3
J-5123	6,978.95	0.00	62.4
J-5124	6,978.89	0.00	62.4
J-5239	6,894.00	0.49	99.2
J-5240	6,894.00	0.00	99.2
J-5407	6,917.12	1.33	89.3
J-5408	6,917.73	0.00	89.0
J-5453	6,901.23	0.27	96.1
J-5454	6,901.35	1.44	96.0
J-5489	6,909.95	1.61	92.3
J-5507	6,898.00	0.12	97.5
J-5508	6,898.00	0.31	97.5
J-5525	6,914.38	0.00	90.4
J-5572	6,994.08	0.41	56.0

FlexTable: Junction Table

Label	Elevation (ft)	Demand (gpm)	Pressure (psi)
J-5582	6,906.00	0.00	94.0
J-5654	6,959.79	0.00	70.7
J-5655	6,959.85	0.00	70.6
J-5671	6,918.44	0.00	88.7
J-5672	6,919.09	0.00	88.4
J-5705	6,914.00	0.00	90.6
J-5706	6,951.57	0.00	74.2
J-5707	6,952.00	0.00	74.0
J-5825	6,967.65	0.00	67.3
J-5826	6,967.44	0.00	67.4
J-5857	6,918.99	0.00	88.4
J-5872	6,958.10	0.00	71.5
J-5893	6,955.04	0.00	72.8
J-5894	6,955.05	0.00	72.8
J-6020	6,993.40	0.14	56.2
J-6037	6,906.00	0.00	94.0
J-6059	6,953.09	0.00	73.6
J-6093	6,921.85	1.69	87.2
J-6094	6,922.57	1.60	86.9
J-6201	6,983.79	0.51	60.3
J-6202	6,983.56	0.00	60.4
J-6235	6,908.23	1.52	93.0
J-6236	6,908.58	0.08	92.9
J-6259	6,929.07	0.96	84.1
J-6303	6,880.00	0.00	105.2
J-6304	6,879.96	0.00	105.2
J-6378	6,935.34	0.13	81.3
J-6379	6,936.21	2.32	81.0
J-6404	6,983.22	0.73	60.6
J-6436	6,913.02	0.00	91.0
J-6437	6,913.11	0.00	91.0
J-6439	6,909.79	0.00	92.4
J-6454	6,950.40	0.00	74.8
J-6465	6,913.57	0.00	90.8
J-6466	6,913.45	0.00	90.9
J-6521	6,912.94	0.22	91.0
J-6522	6,913.28	0.00	90.8
J-6528	6,912.08	0.00	91.5
J-6529	6,912.35	3.25	91.4
J-6546	6,983.92	0.98	60.3
J-6605	6,916.10	7.18	89.7
J-6616	6,892.25	0.00	99.9
J-6638	6,937.62	0.86	80.3
J-6673	6,917.68	0.00	89.0
J-6861	6,931.04	0.00	83.2
J-6944	6,891.85	0.25	100.0
J-6945	6,891.41	0.00	100.2
J-7052	6,936.61	0.16	80.7
J-7053	6,937.20	1.66	80.4

FlexTable: Junction Table

Label	Elevation (ft)	Demand (gpm)	Pressure (psi)
J-7058	6,949.56	1.25	75.1
J-7138	6,908.34	0.00	93.1
J-7139	6,906.00	0.00	94.1
J-7157	6,944.65	0.62	77.4
J-7166	6,973.72	1.42	64.8
J-7204	6,911.59	1.28	91.5
J-7242	6,884.03	0.00	103.4
J-7389	6,912.92	0.37	91.0
J-7414	6,964.97	1.30	68.6
J-7434	7,005.10	2.69	51.2
J-7462	6,951.50	0.00	74.2
J-7496	6,922.00	1.47	87.1
J-7523	6,994.76	0.63	55.7
J-7546	6,968.60	0.00	66.9
J-7548	6,927.29	3.49	84.9
J-7602	6,925.74	0.72	85.5
J-7612	6,939.43	0.38	79.6
J-7697	6,914.00	0.82	90.6
J-7698	6,914.02	0.18	90.6
J-7740	6,949.64	0.03	75.1
J-7745	6,960.00	0.76	70.6
J-7756	6,941.99	0.00	78.4
J-7758	6,955.99	0.00	72.3
J-7813	6,880.00	0.00	105.2
J-7816	6,904.86	0.00	94.5
J-7823	6,968.12	0.15	67.1
J-7829	6,899.80	0.89	96.7
J-7861	6,921.30	0.59	87.4
J-7873	6,912.94	0.34	91.1
J-7897	6,929.82	0.87	83.8
J-7899	6,943.15	4.84	77.9
J-7910	6,885.37	0.00	102.8
J-7948	6,904.04	0.33	94.9
J-7950	6,895.64	0.31	98.5
J-7953	6,943.12	1.50	78.0
J-7977	6,927.77	0.00	84.5
J-8043	6,916.13	0.00	89.6
J-8044	6,896.79	0.39	98.0
J-8105	6,943.40	0.00	77.8
J-8116	6,967.03	0.39	67.5
J-8120	6,903.50	0.25	95.1
J-8121	6,951.98	0.88	74.2
J-8123	6,964.83	0.00	68.5
J-8160	6,908.44	0.00	92.9
J-8178	6,907.69	0.00	93.3
J-8179	6,954.70	0.96	73.0
J-8183	6,925.73	0.00	85.5
J-8193	6,922.86	1.43	86.8
J-8215	6,916.00	1.87	89.7

FlexTable: Junction Table

Label	Elevation (ft)	Demand (gpm)	Pressure (psi)
J-8240	6,922.39	0.00	87.0
J-8241	6,965.32	0.11	68.3
J-8247	6,941.48	1.43	78.6
J-8336	6,934.89	0.00	81.5
J-8350	6,910.79	0.00	91.9
J-8355	6,919.99	7.05	88.0
J-8357	6,969.44	0.50	66.5
J-8361	6,936.35	0.00	80.8
J-8378	6,898.98	0.87	97.0
J-8379	6,899.17	0.52	97.0
J-8401	6,959.67	0.00	70.8
J-8460	6,971.46	0.33	65.8
J-8469	6,918.34	0.00	88.7
J-8496	6,899.22	0.00	96.9
J-8497	6,899.89	0.00	96.6
J-8518	6,917.26	0.00	89.2
J-8559	6,915.23	0.00	90.1
J-8560	6,915.63	4.89	89.9
J-8600	6,911.47	0.22	91.7
J-8623	6,927.65	0.00	84.6
J-8642	6,971.37	1.10	65.8
J-8657	6,925.52	6.40	85.6
J-8672	6,915.44	0.00	90.0
J-8673	6,940.82	8.75	78.9
J-8703	6,920.66	0.00	87.7
J-8704	6,919.96	0.00	88.0
J-8742	6,921.02	0.69	87.6
J-8797	6,914.00	0.00	90.6
J-8800	6,924.82	0.00	85.8
J-8809	6,950.30	0.00	74.8
J-8844	6,916.39	1.01	89.5
J-8845	6,914.62	0.00	90.3
J-8856	6,929.18	0.00	84.0
J-8893	6,969.82	0.00	66.4
J-8899	6,925.15	0.33	85.8
J-8906	6,912.84	6.06	91.0
J-8907	6,912.82	2.06	91.0
J-8933	6,930.02	2.34	83.7
J-8938	6,899.61	0.00	96.8
J-8957	6,963.86	0.00	69.0
J-8993	6,954.99	0.50	72.8
J-9012	6,915.51	0.00	90.0
J-9042	6,919.24	0.54	88.4
J-9064	6,926.60	0.00	85.1
J-9080	6,916.71	0.00	89.4
J-9081	6,917.11	0.00	89.3
J-9085	6,919.14	0.00	88.3
J-9097	6,906.98	0.45	93.6
J-9263	7,015.28	0.00	46.7

FlexTable: Junction Table

Label	Elevation (ft)	Demand (gpm)	Pressure (psi)
J-9275	6,917.09	0.00	89.2
J-9286	6,912.89	2.37	91.0
J-9300	6,907.10	1.26	93.5
J-9305	6,913.17	0.79	91.0
J-9321	6,930.03	0.00	83.7
J-9322	6,921.17	0.00	87.5
J-9325	6,916.00	0.02	89.7
J-9333	6,942.64	1.68	78.2
J-9345	6,925.32	1.17	85.7
J-9353	6,909.16	26.06	92.6
J-9362	6,944.31	0.37	77.5
J-9372	6,946.11	1.95	76.7
J-9383	6,967.05	0.75	67.5
J-9394	6,923.57	0.00	86.5
J-9458	6,920.85	1.45	87.7
J-9527	6,937.84	0.73	80.3
J-9532	6,918.48	0.24	88.7
J-9592	6,928.92	0.00	84.1
J-9611	6,964.19	2.46	68.8
J-9646	6,914.00	0.00	90.6
J-9673	6,936.36	0.00	80.9
J-9729	6,956.28	0.72	72.3
J-9813	6,899.18	0.10	97.0
J-9814	6,930.23	0.00	83.5
J-9821	6,918.91	0.00	88.5
J-9840	6,914.00	0.00	90.6
J-9847	6,918.97	0.00	88.5
J-9869	7,017.75	0.00	45.7
J-9872	6,915.42	0.00	90.0
J-9873	6,914.99	0.00	90.2
J-9940	6,904.00	0.52	94.9
J-9942	6,954.57	0.88	73.1
J-9963	6,915.93	0.00	89.8
J-9976	6,914.46	0.00	90.4
J-9992	6,913.87	0.00	90.6
J-9998	6,924.99	1.49	85.9
J-10014	6,903.27	0.00	95.2
J-10015	6,902.19	0.00	95.7
J-10047	6,955.05	1.39	72.8
J-10082	6,901.55	1.14	95.9
J-10145	6,926.06	5.83	85.3
J-10146	6,936.08	2.42	81.0
J-10157	6,930.68	0.00	83.3
J-10158	6,929.00	0.00	84.0
J-10163	6,918.00	0.00	88.9
J-10183	6,965.70	0.96	68.2
J-10187	6,916.41	0.12	89.5
J-10221	6,951.33	0.09	74.4
J-10249	6,914.89	0.00	90.2



FlexTable: Junction Table

Label	Elevation (ft)	Demand (gpm)	Pressure (psi)
J-10250	6,912.93	0.00	91.1
J-10295	6,909.00	0.00	92.7
J-10350	6,927.55	0.00	84.7
J-10351	6,928.14	3.81	84.5
J-10352	6,914.93	0.00	90.1
J-10381	6,906.00	0.00	94.0
J-10386	6,909.87	0.00	92.3
J-10451	6,935.57	0.00	81.3
J-10452	6,935.36	0.00	81.4
J-10477	6,969.13	1.32	66.7
J-10489	6,912.35	0.00	91.2
J-10496	6,918.25	0.00	88.8
J-10497	6,918.73	0.00	88.6
J-10500	6,929.30	0.00	84.0
J-10501	6,930.60	0.00	83.4
J-10531	6,917.22	0.49	89.2
J-10569	6,922.77	0.29	86.8
J-10636	6,909.09	1.06	92.7
J-10654	6,910.08	0.00	92.3
J-10665	6,934.89	0.00	81.6
J-10727	6,913.27	0.00	90.9
J-10797	6,906.94	0.09	93.6
J-10814	6,915.93	0.00	89.8
J-10838	6,969.37	0.84	66.7
J-10909	6,900.01	0.00	96.6
J-10910	6,898.73	0.00	97.2
J-10916	6,916.82	0.00	89.3
J-10938	6,912.00	0.00	91.5
J-10947	6,917.27	0.00	89.1
J-10950	6,924.79	0.00	85.9
J-10959	6,901.39	0.41	96.0
J-10970	6,913.85	0.00	90.7
J-10978	6,918.00	0.00	88.9
J-10994	6,941.81	1.09	78.6
J-11083	6,921.55	0.52	87.2
J-11121	6,975.94	0.63	63.8
J-11123	6,915.44	1.81	90.0
J-11144	6,899.31	0.00	96.9
J-11185	6,905.97	0.00	94.0
J-11199	6,985.58	0.00	59.6
J-11258	6,927.05	0.00	85.0
J-11259	6,928.31	0.00	84.4
J-11315	6,915.42	0.00	90.0
J-11368	6,921.42	0.00	87.4
J-11369	6,920.50	0.00	87.8
J-11406	6,909.22	0.00	92.6
J-11475	6,963.45	0.00	69.2
J-11504	6,934.97	10.96	81.4
J-11509	6,915.20	3.46	90.1

FlexTable: Junction Table

Label	Elevation (ft)	Demand (gpm)	Pressure (psi)
J-11526	6,926.97	2.04	85.0
J-11540	6,896.00	0.48	98.3
J-11554	6,904.92	0.00	94.4
J-11566	6,965.82	0.00	68.1
J-11646	6,949.87	0.00	74.9
J-11708	6,944.97	0.00	77.1
J-11709	6,948.61	0.00	75.5
J-11774	6,932.41	0.43	82.6
J-11791	6,907.94	0.00	93.2
J-11802	6,951.85	0.52	74.1
J-11803	6,915.34	0.00	90.0
J-11816	6,965.84	0.00	68.0
J-11842	6,944.73	1.77	77.3
J-11895	6,908.51	0.00	92.9
J-11914	6,936.36	0.00	80.9
J-11915	6,938.41	0.17	80.0
J-11927	6,963.74	0.93	69.0
J-11930	6,932.01	12.25	82.8
J-11991	6,960.05	0.56	70.6
J-11998	6,952.86	1.18	73.7
J-11999	6,953.34	0.73	73.5
J-12009	6,881.20	0.00	104.6
J-12010	6,889.23	0.00	101.2
J-12016	6,971.57	1.94	65.6
J-12019	6,987.01	0.59	59.0
J-12040	6,966.07	0.00	68.0
J-12042	6,974.76	1.20	64.3
J-12110	6,969.40	0.58	66.5
J-12111	6,968.34	0.00	67.0
J-12129	6,894.60	0.00	99.0
J-12130	6,900.44	0.00	96.4
J-12233	6,915.07	16.39	90.1
J-12296	6,926.87	0.08	84.9
J-12335	6,966.37	88.84	67.8
J-12367	6,916.17	0.00	89.7
J-12383	6,946.79	0.00	76.3
J-12417	6,953.20	0.56	73.6
J-12440	6,914.77	0.04	90.2
J-12450	6,936.68	6.45	80.7
J-12493	6,965.83	0.00	68.1
J-12496	6,914.91	0.00	90.2
J-12497	6,922.51	0.00	86.9
J-12514	6,965.93	0.00	68.0
J-12517	6,965.31	0.38	68.3
J-12572	6,930.00	0.00	83.8
J-12602	6,988.00	0.00	58.5
J-12603	6,906.70	0.00	93.7
J-12614	6,931.24	0.14	83.1
J-12644	6,928.48	0.00	84.4

FlexTable: Junction Table

Label	Elevation (ft)	Demand (gpm)	Pressure (psi)
J-12657	6,914.00	0.00	90.6
J-12685	6,909.47	0.16	92.6
J-12751	6,914.26	5.23	90.4
J-12753	6,955.63	0.38	72.5
J-12797	6,914.68	0.00	90.3
J-12805	6,958.71	1.20	71.2
J-12811	6,914.00	0.00	90.6
J-12812	6,914.78	0.00	90.3
J-12846	6,987.34	0.00	58.8
J-12869	6,903.65	0.48	95.0
J-12882	6,916.99	0.00	89.3
J-12887	6,926.93	0.45	85.0
J-12909	6,913.60	0.00	90.8
J-12932	6,953.44	0.22	73.5
J-12965	6,938.38	0.00	80.0
J-13021	6,976.56	0.00	63.4
J-13049	6,996.60	0.54	54.9
J-13057	6,926.49	0.00	85.2
J-13069	6,922.27	1.31	87.0
J-13101	6,920.03	0.00	88.0
J-13102	6,955.78	0.30	72.5
J-13125	6,930.95	0.60	83.2
J-13159	6,942.59	0.25	78.1
J-13167	6,905.34	0.34	94.3
J-13233	6,915.39	0.82	90.0
J-13234	6,919.27	0.29	88.3
J-13298	6,898.63	0.00	97.2
J-13341	6,926.58	1.20	85.2
J-13366	6,969.69	1.59	66.5
J-13367	6,975.12	0.53	64.1
J-13373	6,904.00	1.44	94.9
J-13380	6,907.29	1.12	93.5
J-13511	6,987.46	0.05	58.7
J-13533	6,945.31	0.00	77.0
J-13561	6,911.46	0.00	91.7
J-13566	6,945.55	0.25	76.9
J-13578	6,905.68	1.36	94.2
J-13581	6,922.52	0.00	86.9
J-13583	6,928.63	38.38	84.2
J-13587	6,973.13	0.38	64.9
J-13664	6,960.04	0.00	70.7
J-13681	6,916.81	0.48	89.4
J-13685	6,907.14	0.00	93.6
J-13729	6,903.67	1.49	95.0
J-13766	6,920.55	0.00	87.8
J-13767	6,903.05	1.30	95.3
J-13790	6,992.83	1.34	56.5
J-13833	6,960.78	0.20	70.2
J-13850	6,946.85	0.00	76.4



FlexTable: Junction Table

Label	Elevation (ft)	Demand (gpm)	Pressure (psi)
J-13921	6,902.62	1.11	95.5
J-13955	7,005.91	0.00	50.8
J-14031	6,890.31	0.00	100.8
J-14032	6,893.05	0.00	99.7
J-14044	6,892.00	1.42	100.0
J-14057	6,923.71	1.96	86.4
J-14060	6,916.57	0.36	89.5
J-14065	6,932.00	0.00	82.9
J-14076	6,889.43	0.00	101.1
J-14083	6,973.32	0.00	64.9
J-14095	7,004.89	0.00	51.2
J-14177	6,886.07	23.44	102.5
J-14215	6,918.00	0.00	88.9



Appendix B

PROPOSED CONDITION
Additional loading due to Hidden Haven added

FlexTable: Hydrant Table

Label	Elevation (ft)	Fire Flow (Available) (gpm)	Pressure (Calculated Residual) (psi)	Zone
221721	6,934.67	2,300.28	61.5	B
231721	6,904.96	2,295.16	38.3	B
221901	6,879.34	2,319.74	92.2	B
231710	6,919.52	2,290.21	75.2	B
241711	6,973.04	2,302.87	32.9	B
231746	6,917.70	2,294.59	67.8	B
221722	6,943.27	2,293.47	45.3	B
241720	6,984.40	2,302.10	20.5	B
221702	6,942.83	2,295.72	57.2	B
231745	6,925.35	2,286.97	64.2	B
231711	6,913.03	2,292.68	64.3	B
231729	6,901.79	2,302.58	77.4	B
231751	6,917.40	2,293.19	65.2	B
231803	6,955.16	2,300.15	41.7	B
231808	6,892.00	2,309.23	78.4	B
231715	6,908.15	2,302.75	74.5	B
221723	6,918.78	2,300.82	67.1	B
231707	6,908.98	1,495.35	20.0	B
241804	6,963.54	2,302.71	50.7	B
231817	6,970.15	2,313.58	44.0	B
231744	6,914.97	2,284.37	67.7	B
231712	6,915.55	2,294.64	55.5	B
231742	6,922.17	2,293.73	57.5	B
231726	6,935.67	2,294.36	46.5	B
231754	6,923.76	2,288.88	56.8	B
231708	6,927.36	2,302.60	56.7	B
221709	6,913.29	2,293.98	74.6	B
231719	6,906.00	2,295.58	70.6	B
231749	6,924.78	2,286.18	62.6	B
231722	6,910.17	1,673.03	20.0	B
231736	6,921.72	2,284.99	62.8	B
231902	6,986.60	2,309.10	23.1	B
241721	6,983.77	2,296.70	22.5	B
221707	6,960.22	2,306.01	47.4	B
231704	6,900.21	2,293.75	59.3	B
231755	6,931.54	2,285.73	55.8	B
221717	6,901.20	2,291.70	80.5	B
221713	6,929.45	2,291.24	65.7	B
231813	7,014.29	2,307.47	33.7	B
241713	6,973.58	2,302.73	26.5	B
241706	6,922.37	2,302.33	65.2	B
231703	6,924.12	2,294.47	65.3	B
231701	6,943.00	2,302.71	46.0	B
231706	6,901.13	2,294.12	65.6	B
231805	6,895.62	2,297.23	66.4	B
221715	6,905.63	2,292.57	77.9	B
231824	6,913.60	2,071.22	21.3	B
231815	6,936.01	2,309.14	56.8	B

Minimum Available Fire Flow in Project Vicinity

FlexTable: Hydrant Table

Label	Elevation (ft)	Fire Flow (Available) (gpm)	Pressure (Calculated Residual) (psi)	Zone
231804	6,938.54	2,298.54	44.6	B
231727	6,912.90	1,788.83	20.0	B
231753	6,915.27	2,293.45	60.5	B
221805	6,885.80	2,313.83	85.5	B
221711	6,942.62	2,293.43	62.4	B
231730	6,949.58	2,304.95	49.1	B
231705	6,913.01	2,301.22	54.6	B
241703	6,919.89	2,295.44	53.6	B
231823	6,962.62	2,313.63	43.3	B
221720	6,933.87	2,296.04	65.9	B
221704	6,964.04	2,300.03	44.3	B
241718	6,936.11	2,293.76	56.6	B
241717	6,920.45	2,297.34	61.0	B
241805	6,985.00	2,310.75	42.0	B
231747	6,912.00	2,294.30	71.9	B
231702	6,930.68	2,294.51	53.6	B
231806	6,894.00	2,298.71	65.7	B
231820	6,966.65	2,310.70	42.8	B
231716	6,919.58	2,301.72	61.5	B
231816	6,967.83	2,248.80	20.0	B
231720	6,914.00	2,287.86	77.5	B
231718	6,916.00	2,296.15	52.4	B
221719	6,913.93	2,297.39	74.7	B
231743	6,932.11	2,297.50	50.1	B
231713	6,925.49	2,302.02	60.3	B
231737	6,946.62	2,293.96	49.1	B
231818	6,984.74	2,309.25	37.0	B
231809	6,960.13	2,097.95	20.0	B
241704	6,917.24	2,293.93	66.4	B
231733	6,912.00	2,287.44	75.4	B
231717	6,916.00	2,291.40	56.8	B
231812	6,912.11	2,186.09	29.6	B
221712	6,943.99	2,291.79	61.2	B
241722	6,972.59	2,295.30	33.7	B
231739	6,956.45	2,286.91	49.1	B
221710	6,923.27	2,297.61	71.1	B
241724	6,934.16	2,301.66	64.1	B
231732	6,914.00	2,292.24	56.4	B
241709	6,924.50	2,295.79	63.7	B
231901	6,969.96	2,311.04	53.4	B
231735	6,919.82	2,284.26	72.0	B
231731	6,911.36	2,294.47	71.3	B
231748	6,916.00	2,291.29	70.2	B
241715	6,943.87	2,294.71	51.3	B
241723	6,954.17	2,301.28	42.6	B
231810	6,963.18	1,860.15	20.0	B
221706	6,955.55	2,298.36	47.9	B
231801	6,913.74	1,657.88	20.0	B

FlexTable: Hydrant Table

Label	Elevation (ft)	Fire Flow (Available) (gpm)	Pressure (Calculated Residual) (psi)	Zone
221708	6,912.57	2,300.71	71.6	B
221714	6,909.26	2,293.03	74.8	B
241714	6,955.17	2,294.25	37.5	B
221716	6,909.17	2,296.80	76.9	B
231819	6,968.15	2,241.13	20.0	B
231814	6,910.32	2,311.11	68.8	B
231811	6,942.40	1,824.78	20.0	B
231821	6,951.47	2,309.84	51.8	B
241707	6,964.91	2,302.81	33.0	B
241801	6,967.11	1,040.22	21.0	B
241708	6,944.97	2,299.25	46.2	B
241710	6,940.35	2,294.64	53.4	B
241702	6,922.59	2,295.75	64.6	B
241705	6,916.00	2,295.62	69.7	B
231741	6,942.86	2,286.31	56.2	B
231750	6,928.28	2,285.76	59.2	B
231802	6,949.26	2,307.24	42.7	B
241716	6,995.97	2,279.37	20.0	B
231709	6,913.18	2,294.51	79.0	B
231738	6,930.40	2,285.39	59.5	B
231728	6,896.86	2,300.29	61.8	B
231825	6,906.18	2,243.48	31.3	B
231740	6,926.88	2,285.42	64.0	B
231714	6,952.13	2,302.39	46.7	B
231752	6,912.03	2,286.10	57.3	B
231822	6,952.00	2,308.89	47.4	B
231723	6,903.99	2,295.24	75.3	B
231725	6,899.79	2,295.79	61.7	B
241719	6,955.12	2,301.82	37.5	B
221705	6,938.35	2,300.01	60.8	B
241802	6,936.21	1,369.61	33.7	B
231724	6,916.50	2,298.56	55.4	B
231734	6,913.61	2,290.59	77.2	B
221703	6,925.83	2,293.34	70.0	B
221718	6,910.00	2,291.76	72.9	B
231807	6,924.43	2,293.65	37.9	B
241701	6,936.21	2,301.27	28.2	B
221701	6,964.80	2,299.36	46.6	B
241712	7,006.01	2,036.41	20.0	B
H-13	6,984.00	2,305.76	33.5	B





Appendix C

Flagstaff ADWF

DRY PEAK SEWER FLOW ANALYSIS

Current Time: 0.50 hours

Start Node	Stop Node	Diameter (in)	Length (User Defined) (ft)	Length (Scaled) (ft)	Manning's n	Invert (Start) (ft)	Invert (Stop) (ft)	Slope (Calculated) (ft/ft)	Flow (Maximum) (gpd)	Depth (Maximum) / Rise (%)	Capacity (Full Flow) (gpd)
6-996	6-997	8.0	137.2	137.2	0.013	6,910.98	6,910.44	0.00394	54,979	23.7	490,025
6-997	6-998	8.0	186.4	186.4	0.013	6,910.44	6,909.44	0.00537	74,718	23.5	572,091
6-998	6-060	8.0	115.2	115.2	0.013	6,909.44	6,908.55	0.00773	74,712	22.3	686,442
6-060	6-143	8.0	245.0	245.0	0.013	6,908.55	6,906.65	0.00776	74,675	42.6	687,792
6-143	6-059	8.0	160.8	160.8	0.013	6,906.65	6,906.58	0.00044	123,494	41.7	162,962
6-059	6-058	8.0	325.6	325.6	0.013	6,906.58	6,896.86	0.02985	123,485	25.8	1,349,347
6-058	6-057	8.0	299.4	299.4	0.013	6,896.86	6,895.16	0.00568	124,035	33.2	588,456
6-057	6-056	10.0	192.9	192.9	0.013	6,895.16	6,894.54	0.00321	131,944	26.7	802,877
6-056	6-039	10.0	347.6	347.6	0.013	6,894.54	6,892.98	0.00449	133,210	29.8	948,566
6-039	6-038	10.0	350.4	350.4	0.013	6,892.98	6,891.29	0.00482	248,859	34.2	983,350
6-038	6-037	10.0	232.0	232.0	0.013	6,891.29	6,890.09	0.00517	248,825	33.0	1,018,321
6-037	6-036	10.0	193.3	193.3	0.013	6,890.09	6,888.87	0.00631	248,803	37.7	1,124,956
6-036	6-033	10.0	408.4	408.4	0.013	6,888.87	6,887.78	0.00267	248,754	37.8	731,505
6-033	6-031	10.0	378.6	378.6	0.013	6,887.78	6,885.44	0.00618	248,668	33.7	1,113,173
6-031	6-028	10.0	327.5	327.5	0.013	6,885.44	6,883.44	0.00611	248,601	26.0	1,106,548
6-028	6-217	10.0	33.3	33.3	0.011	6,883.44	6,881.49	0.05850	248,597	32.7	4,047,561
6-217	6-216	21.0	41.6	41.6	0.011	6,881.49	6,881.22	0.00648	1,078,030	24.7	9,744,650
6-216	6-215	21.0	206.5	206.5	0.011	6,881.22	6,880.49	0.00354	1,078,436	26.6	7,196,382
6-215	6-214	21.0	461.3	461.3	0.011	6,880.49	6,879.00	0.00323	1,078,425	25.6	6,878,349
6-214	6-213	21.0	468.0	468.0	0.011	6,879.00	6,876.76	0.00479	1,078,363	24.8	8,372,765
6-213	6-212	21.0	434.1	434.1	0.011	6,876.76	6,874.69	0.00477	1,104,327	22.4	8,356,861
6-212	6-706	21.0	77.5	77.5	0.011	6,874.69	6,873.77	0.01188	1,104,316	24.0	13,189,031
6-706	6-211	21.0	291.4	291.4	0.011	6,873.77	6,872.93	0.00288	1,127,449	26.4	6,498,015
6-211	6-901	21.0	141.1	141.1	0.011	6,872.93	6,872.22	0.00503	1,127,439	26.2	8,585,842
6-901	6-210	21.0	226.1	226.1	0.011	6,872.22	6,871.09	0.00500	1,385,182	24.0	8,554,865
6-210	6-266	24.0	225.1	225.1	0.011	6,871.09	6,867.94	0.01400	1,385,178	17.7	20,441,835
6-266	6-265	24.0	228.2	228.2	0.011	6,867.94	6,864.89	0.01337	1,385,173	19.2	19,975,865
6-265	6-264	24.0	463.6	463.6	0.013	6,864.89	6,859.99	0.01057	1,385,154	21.0	15,030,238
6-264	6-263	24.0	57.7	57.7	0.013	6,859.99	6,859.49	0.00866	1,385,136	19.8	13,608,064
6-263	6-262	24.0	236.8	236.8	0.011	6,859.49	6,856.49	0.01267	1,385,133	19.9	19,446,570
6-262	6-261	24.0	304.7	304.7	0.011	6,856.49	6,854.69	0.00591	1,385,118	23.5	13,279,547
6-261	6-260	24.0	253.4	253.4	0.013	6,854.69	6,853.46	0.00485	1,403,607	24.2	10,186,928
6-260	6-259	24.0	338.8	338.8	0.011	6,853.46	6,851.79	0.00493	1,403,602	22.1	12,131,290
6-259	6-258	24.0	512.4	512.4	0.011	6,851.79	6,847.49	0.00839	1,504,434	20.4	15,828,541
6-258	6-257	24.0	398.2	398.2	0.011	6,847.49	6,842.09	0.01356	1,702,638	19.7	20,122,370
6-257	6-256	24.0	412.3	412.3	0.011	6,842.09	6,836.49	0.01358	1,702,622	20.5	20,137,955
6-256	6-255	24.0	132.5	132.5	0.013	6,836.49	6,834.49	0.01509	1,702,617	19.4	17,960,354
6-255	6-254	24.0	289.6	289.6	0.011	6,834.49	6,828.19	0.02175	1,702,614	22.3	25,485,343
6-254	6-253	24.0	282.0	282.0	0.013	6,828.19	6,826.59	0.00567	1,713,980	25.3	11,012,342
6-253	6-252	24.0	272.0	272.0	0.011	6,826.59	6,824.76	0.00673	1,713,968	23.5	14,172,024
6-252	6-251	24.0	277.3	277.3	0.011	6,824.76	6,822.91	0.00667	1,713,956	24.4	14,112,614
6-251	6-250	24.0	244.4	244.4	0.013	6,822.91	6,821.19	0.00704	1,713,953	25.2	12,266,209
6-250	6-249	24.0	272.4	272.4	0.011	6,821.19	6,819.79	0.00514	1,713,940	25.3	12,387,244
6-249	6-248	24.0	304.1	304.1	0.011	6,819.79	6,818.19	0.00526	1,713,937	23.3	12,532,853
6-248	6-247	24.0	358.1	358.1	0.011	6,818.19	6,814.49	0.01033	1,713,924	22.7	17,562,674
6-247	6-246	24.0	84.4	84.4	0.011	6,814.49	6,813.99	0.00592	1,713,914	23.3	13,297,543
6-246	6-245	24.0	283.6	283.6	0.011	6,813.99	6,811.69	0.00811	1,713,908	22.8	15,560,882
6-245	6-244	24.0	443.9	443.9	0.011	6,811.69	6,808.39	0.00743	1,713,900	22.4	14,897,428
6-244	6-243	24.0	178.0	182.4	0.011	6,808.39	6,806.29	0.01180	1,923,475	21.9	18,769,110
6-243	6-242	24.0	483.8	483.8	0.011	6,806.29	6,801.09	0.01075	1,923,464	27.2	17,912,861
6-242	6-241	24.0	422.5	422.5	0.011	6,801.09	6,799.99	0.00260	1,978,954	34.5	8,816,840
6-241	6-240	24.0	341.7	341.7	0.013	6,799.99	6,799.18	0.00237	2,023,543	36.0	7,118,777
6-240	6-239	24.0	241.4	241.4	0.013	6,799.18	6,798.59	0.00244	2,023,528	28.4	7,228,035

HIDDEN HAVEN ADDITIONAL LOADING ADDED AT MH 6-996

MAXIMUM D/d OBSERVED IN MODEL

Flagstaff ADWF

Current Time: 0.50 hours

Start Node	Stop Node	Diameter (in)	Length (User Defined) (ft)	Length (Scaled) (ft)	Manning's n	Invert (Start) (ft)	Invert (Stop) (ft)	Slope (Calculated) (ft/ft)	Flow (Maximum) (gpd)	Depth (Maximum) / Rise (%)	Capacity (Full Flow) (gpd)
6-239	6-238	24.0	34.0	34.0	0.013	6,798.59	6,797.94	0.01912	2,023,536	21.4	20,218,091
6-238	6-237	24.0	79.0	79.0	0.013	6,797.94	6,796.44	0.01898	2,023,534	27.0	20,140,798
6-237	6-236	24.0	226.8	226.8	0.013	6,796.44	6,795.63	0.00357	2,023,531	29.7	8,736,948
6-236	R-034	24.0	398.5	398.5	0.013	6,795.63	6,792.54	0.00775	2,023,514	33.8	12,874,609



Appendix D

Flagstaff ADWF

WET PEAK SEWER FLOW ANALYSIS

Current Time: 0.08 hours

Start Node	Stop Node	Diameter (in)	Length (User Defined) (ft)	Length (Scaled) (ft)	Manning's n	Invert (Start) (ft)	Invert (Stop) (ft)	Slope (Calculated) (ft/ft)	Flow (Maximum) (gpd)	Depth (Maximum) / Rise (%)	Capacity (Full Flow) (gpd)
6-996	6-997	8.0	137.2	137.2	0.013	6,910.98	6,910.44	0.00394	54,978	23.7	490,025
6-997	6-998	8.0	186.4	186.4	0.013	6,910.44	6,909.44	0.00537	74,716	23.5	572,091
6-998	6-060	8.0	115.2	115.2	0.013	6,909.44	6,908.55	0.00773	74,710	22.4	686,442
6-060	6-143	8.0	245.0	245.0	0.013	6,908.55	6,906.65	0.00776	80,399	43.7	687,792
6-143	6-059	8.0	160.8	160.8	0.013	6,906.65	6,906.58	0.00044	130,463	42.8	162,962
6-059	6-058	8.0	325.6	325.6	0.013	6,906.58	6,896.86	0.02985	133,532	27.2	1,349,347
6-058	6-057	8.0	299.4	299.4	0.013	6,896.86	6,895.16	0.00568	140,037	38.4	588,456
6-057	6-056	10.0	192.9	192.9	0.013	6,895.16	6,894.54	0.00321	200,141	33.1	802,877
6-056	6-039	10.0	347.6	347.6	0.013	6,894.54	6,892.98	0.00449	203,671	39.2	948,566
6-039	6-038	10.0	350.4	350.4	0.013	6,892.98	6,891.29	0.00482	438,190	46.7	983,350
6-038	6-037	10.0	232.0	232.0	0.013	6,891.29	6,890.09	0.00517	443,791	45.2	1,018,321
6-037	6-036	10.0	193.3	193.3	0.013	6,890.09	6,888.87	0.00631	447,481	53.0	1,124,956
6-036	6-033	10.0	408.4	408.4	0.013	6,888.87	6,887.78	0.00267	460,637	54.4	731,505
6-033	6-031	10.0	378.6	378.6	0.013	6,887.78	6,885.44	0.00618	491,608	49.1	1,113,173
6-031	6-028	10.0	327.5	327.5	0.013	6,885.44	6,883.44	0.00611	502,153	37.7	1,106,548
6-028	6-217	10.0	33.3	33.3	0.011	6,883.44	6,881.49	0.05850	506,929	52.3	4,047,561
6-217	6-216	21.0	41.6	41.6	0.011	6,881.49	6,881.22	0.00648	2,746,515	40.9	9,744,650
6-216	6-215	21.0	206.5	206.5	0.011	6,881.22	6,880.49	0.00354	2,747,285	43.6	7,196,382
6-215	6-214	21.0	461.3	461.3	0.011	6,880.49	6,879.00	0.00323	2,748,998	41.8	6,878,349
6-214	6-213	21.0	468.0	468.0	0.011	6,879.00	6,876.76	0.00479	2,751,166	40.1	8,372,765
6-213	6-212	21.0	434.1	434.1	0.011	6,876.76	6,874.69	0.00477	2,780,732	36.1	8,356,861
6-212	6-706	21.0	77.5	77.5	0.011	6,874.69	6,873.77	0.01188	2,785,105	38.8	13,189,031
6-706	6-211	21.0	291.4	291.4	0.011	6,873.77	6,872.93	0.00288	2,859,570	43.3	6,498,015
6-211	6-901	21.0	141.1	141.1	0.011	6,872.93	6,872.22	0.00503	2,862,696	43.4	8,585,842
6-901	6-210	21.0	226.1	226.1	0.011	6,872.22	6,871.09	0.00500	3,770,047	40.0	8,554,865
6-210	6-266	24.0	225.1	225.1	0.011	6,871.09	6,867.94	0.01400	3,772,104	29.3	20,441,835
6-266	6-265	24.0	228.2	228.2	0.011	6,867.94	6,864.89	0.01337	3,773,974	31.8	19,975,865
6-265	6-264	24.0	463.6	463.6	0.013	6,864.89	6,859.99	0.01057	3,774,846	35.1	15,030,238
6-264	6-263	24.0	57.7	57.7	0.013	6,859.99	6,859.49	0.00866	3,778,208	32.9	13,608,064
6-263	6-262	24.0	236.8	236.8	0.011	6,859.49	6,856.49	0.01267	3,778,527	33.2	19,446,570
6-262	6-261	24.0	304.7	304.7	0.011	6,856.49	6,854.69	0.00591	3,779,868	39.4	13,279,547
6-261	6-260	24.0	253.4	253.4	0.013	6,854.69	6,853.46	0.00485	3,794,400	40.5	10,186,928
6-260	6-259	24.0	338.8	338.8	0.011	6,853.46	6,851.79	0.00493	3,796,614	36.5	12,131,290
6-259	6-258	24.0	512.4	512.4	0.011	6,851.79	6,847.49	0.00839	3,900,061	32.5	15,828,541
6-258	6-257	24.0	398.2	398.2	0.011	6,847.49	6,842.09	0.01356	4,102,540	30.6	20,122,370
6-257	6-256	24.0	412.3	412.3	0.011	6,842.09	6,836.49	0.01358	4,104,811	31.9	20,137,955
6-256	6-255	24.0	132.5	132.5	0.013	6,836.49	6,834.49	0.01509	4,107,944	30.1	17,960,354
6-255	6-254	24.0	289.6	289.6	0.011	6,834.49	6,828.19	0.02175	4,108,827	34.9	25,485,343
6-254	6-253	24.0	282.0	282.0	0.013	6,828.19	6,826.59	0.00567	4,122,165	39.8	11,012,342
6-253	6-252	24.0	272.0	272.0	0.011	6,826.59	6,824.76	0.00673	4,123,847	37.0	14,172,024
6-252	6-251	24.0	277.3	277.3	0.011	6,824.76	6,822.91	0.00667	4,125,449	38.5	14,112,614
6-251	6-250	24.0	244.4	244.4	0.013	6,822.91	6,821.19	0.00704	4,127,537	39.9	12,266,209
6-250	6-249	24.0	272.4	272.4	0.011	6,821.19	6,819.79	0.00514	4,129,043	39.9	12,387,244
6-249	6-248	24.0	304.1	304.1	0.011	6,819.79	6,818.19	0.00526	4,131,265	36.5	12,532,853
6-248	6-247	24.0	358.1	358.1	0.011	6,818.19	6,814.49	0.01033	4,132,887	35.6	17,562,674
6-247	6-246	24.0	84.4	84.4	0.011	6,814.49	6,813.99	0.00592	4,134,869	36.7	13,297,543
6-246	6-245	24.0	283.6	283.6	0.011	6,813.99	6,811.69	0.00811	4,135,187	35.8	15,560,882
6-245	6-244	24.0	443.9	443.9	0.011	6,811.69	6,808.39	0.00743	4,136,972	34.6	14,897,428
6-244	6-243	24.0	178.0	182.4	0.011	6,808.39	6,806.29	0.01180	4,349,093	33.1	18,769,110
6-243	6-242	24.0	483.8	483.8	0.011	6,806.29	6,801.09	0.01075	4,349,715	41.8	17,912,861
6-242	6-241	24.0	422.5	422.5	0.011	6,801.09	6,799.99	0.00260	4,405,196	53.8	8,816,840
6-241	6-240	24.0	341.7	341.7	0.013	6,799.99	6,799.18	0.00237	4,450,481	55.1	7,118,777
6-240	6-239	24.0	241.4	241.4	0.013	6,799.18	6,798.59	0.00244	4,452,097	42.2	7,228,035

HIDDEN HAVEN ADDITIONAL LOADING ADDED AT MH 6-996

Flagstaff ADWF

Current Time: 0.08 hours

Start Node	Stop Node	Diameter (in)	Length (User Defined) (ft)	Length (Scaled) (ft)	Manning's n	Invert (Start) (ft)	Invert (Stop) (ft)	Slope (Calculated) (ft/ft)	Flow (Maximum) (gpd)	Depth (Maximum) / Rise (%)	Capacity (Full Flow) (gpd)
6-239	6-238	24.0	34.0	34.0	0.013	6,798.59	6,797.94	0.01912	4,453,979	31.9	20,218,091
6-238	6-237	24.0	79.0	79.0	0.013	6,797.94	6,796.44	0.01898	4,454,039	40.7	20,140,798
6-237	6-236	24.0	226.8	226.8	0.013	6,796.44	6,795.63	0.00357	4,454,393	45.0	8,736,948
6-236	R-034	24.0	398.5	398.5	0.013	6,795.63	6,792.54	0.00775	4,454,872	55.2	12,874,609

MAXIMUM D/d OBSERVED IN MODEL

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Nicole Antonopoulos, Sustainability Division Director

Date: 10/28/2026

Meeting Date: 11/03/2026

TITLE:

Consideration and Adoption of Resolution No. 2026-53: A resolution approving an amendment to the Cooperative Purchasing Intergovernmental Agreement — Virtual Power Purchase Agreement and adding the City of Phoenix to the statewide consortium.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2026-53 by title only
2. City Clerk reads Resolution No. 2026-53 by title only (if approved above)
3. Adopt Resolution No. 2026-53

Executive Summary:

The City of Flagstaff approved an intergovernmental agreement (IGA) with the Arizona Board of Regents (Northern Arizona University) that sunsets in October 2026. The IGA authorizes Northern Arizona University to act on behalf of a statewide consortium (City of Flagstaff, City of Sedona, City of Tempe, Arizona State University, and Northern Arizona University) and lead procurement for a virtual power agreement for the purchase of renewable energy credits. This amendment extends the IGA for an additional year and adds the City of Phoenix to the statewide consortium.

Financial Impact:

Project Name: Intergovernmental Cooperative Purchasing Agreement — Virtual Power Purchase Agreement
Cost: If the procurement process results in a qualified developer and a fiscally viable project, staff will return to City Council for direction on next steps. If the Council authorizes staff to proceed with the selected renewable energy developer and contribute to shared legal costs with the consortium, the City's contribution is capped at $10,000. This process is anticipated in early FY 27-28.
Account Number Budgeted: 214-12-170-0671
FY Budgeted Amount: The Sustainability Division will request funds in the next fiscal-year budget process or will use funding from current energy efficiency projects.
Grant Funded: No
Funding Source: Sustainability Division

Policy Impact:

This Agreement enables the Collaborators to expand and enhance the range of options available to each entity in pursuit of their clean electricity goals. Specifically, it supports the development of new, cost-effective clean energy projects that contribute to the growth and decarbonization of the electric grid.

This Agreement benefits each Collaborator by leveraging collective purchasing power to reduce costs through economies of scale and shared expenses. The Collaborators will seek a cost-effective project that supports the development of new clean electricity sources and delivers clean power credits to support organizational commitments.

Previous Council Decision or Community Discussion:

This item was discussed with the City Council at the August 26, 2025, work session. The City Council

approved this Intergovernmental Agreement on October 7, 2025, by resolution.

Options and Alternatives to Recommended Action:
Not approve the amendment and leave the statewide consortium.

Connection to PBB Priorities and Objectives:
Connection to PBB Priorities and Objectives:

1. High Performing Governance
2. Safe & Healthy Communities
3. Sustainable & Innovative Infrastructure
4. Robust & Resilient Economy
5. Livable Community
6. Environmental Stewardship

Connection to Regional Plan:
Connection to Regional Plan:
Goal E&C.2. Reduce greenhouse gas emissions
Goal E.2. Expand production and use of renewable energy.

Connection to Carbon Neutrality Plan:
Connection to Carbon Neutrality Plan:
BE-1 Achieve net zero energy City of Flagstaff facilities.
CE-1 Produce 100% renewable electricity to cover all City of Flagstaff municipal electricity needs.
CE-2 Increase renewable energy installations and usage in new buildings.

Connection to 10-Year Housing Plan:
This initiative does not directly support the Ten-Year Housing Plan.

Attachments: Res. 2026-53
IGA Proposed Amendment
VPPA 101
VPPA IGA
Existing IGA

RESOLUTION NO. 2026-53

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF NORTHERN ARIZONA UNIVERSITY AND THE CITY OF FLAGSTAFF FOR COOPERATIVE PURCHASING INTERGOVERNMENTAL AGREEMENT

RECITALS:

WHEREAS, Northern Arizona University ("NAU") and the City of Flagstaff ("City") entered into an Intergovernmental Agreement on October 7, 2025 (the "Agreement"), designed to assist the City and NAU to reach their carbon neutrality goals for purchased electricity by utilizing the economies of scale between an Arizona Consortium of public agencies and educational institutions ("Collaborators") to procure clean energy through 1) a future Virtual Power Purchasing Agreement ("VPPA") and/or 2) clean energy opportunities in Arizona with regulated utilities; and

WHEREAS, NAU and the City now seek to execute an amendment to the Agreement that will add the City of Phoenix as a Collaborator and extend the Agreement for one additional year.

ENACTMENTS:

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

SECTION 1. In General.

The Flagstaff City Council hereby authorizes the Mayor to execute Amendment 1 to the Agreement between NAU and the City, attached hereto as Exhibit A.

SECTION 2. Effective Date.

This resolution shall be immediately effective upon adoption.

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

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
Amendment 1

AMENDMENT 1

This Amendment to the Cooperative Purchasing Intergovernmental Agreement dated May 15, 2026 ("hereafter "Agreement"), between the Arizona Board of Regents for and on behalf of Northern Arizona University ("University") and City of Flagstaff (hereafter "Public Agency"), each a "Party" and collectively the "Parties", has been prepared to modify the Agreement as follows.

Pursuant to Article 2 – Term, the Agreement may be extended for one (1) additional year, therefore, the Parties now mutually agree to extend the original term which ends November 5, 2026 through November 5, 2027.

Section 1 of the Recitals of the original Agreement is hereby deleted and replaced with the following:

1. WHEREAS, public agencies in the state of Arizona including Northern Arizona University, Arizona State University, City of Flagstaff, City of Sedona, City of Tempe, the City of Phoenix and Mountain Line (each a "Collaborator" and collectively the "Collaborators"), share common goals of reaching carbon neutrality for purchased electricity; and

All other terms and conditions of the original Agreement remain unchanged and in full force and effect.

The undersigned have read the foregoing Amendment and, as authorized signatories of the undersigned respective entities, hereby agree to be bound by it.

City of Flagstaff	Arizona Board of Regents for and on behalf of Northern Arizona University
_____	_____
Signature	Signature
_____	Emily McBride
Printed Name	Printed Name
_____	Director, Contracts and Risk Management
Title	Title
_____	_____
Date	Date



AN INTRODUCTION TO VIRTUAL POWER PURCHASE AGREEMENTS

NICOLE ANTONOPOULOS

AUGUST 2025

Agenda

1. Why We Are Here Today

2. Introduction to a Virtual Power Purchase Agreement

3. Role for Virtual Power Purchase Agreement in the City's Clean Energy Portfolio

4. Looking Ahead

Commitments to Clean Energy

1. 2017-2019 City Council Goals

2. Climate Action and Adaptation Plan

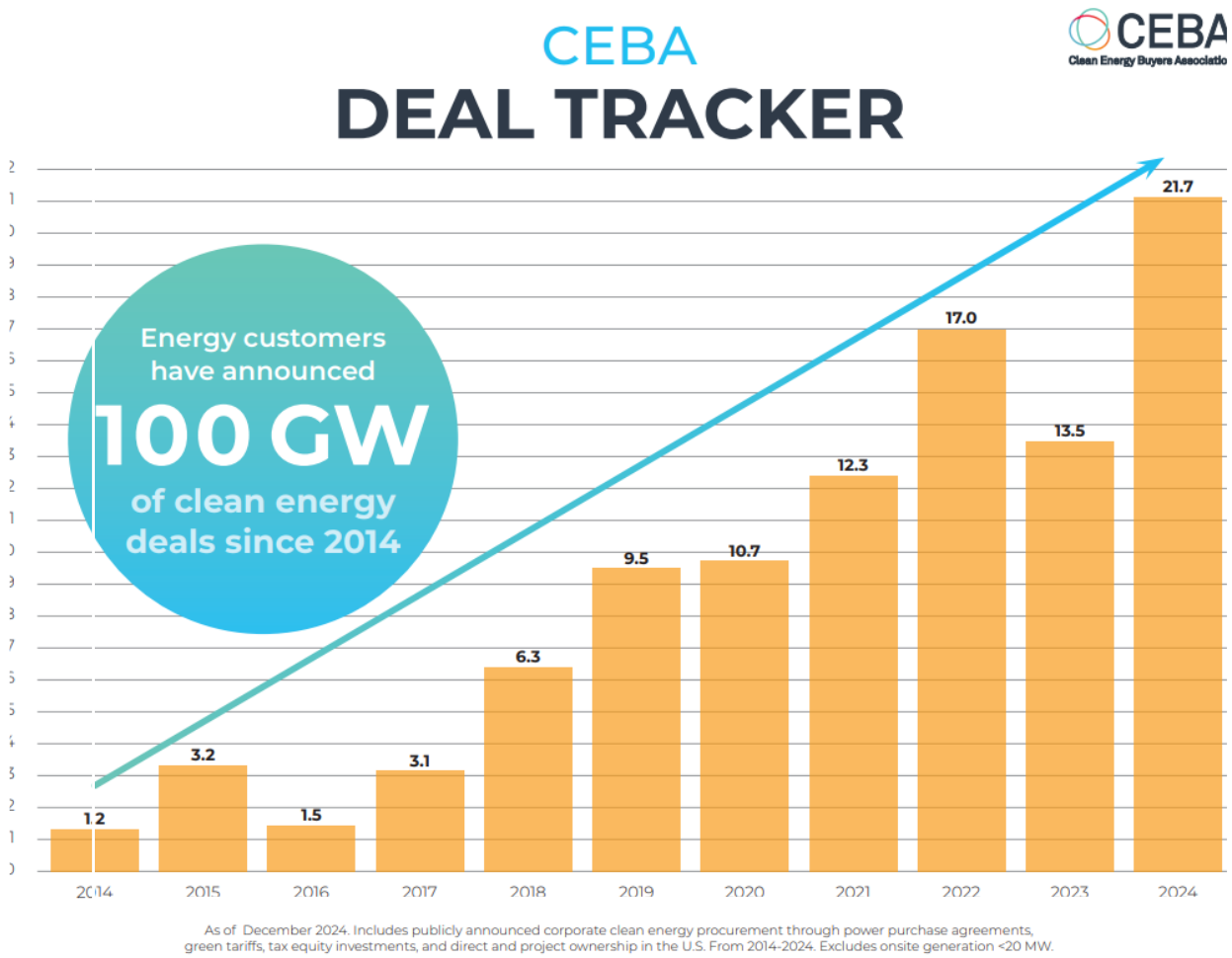
3. Carbon Neutrality Plan

Supporting Clean Energy Goals

There are several models to support clean energy goals

1. City-owned/Lease to Own
2. Power Purchase Agreement
3. Renewable Energy Credits
4. **Virtual Power Purchase Agreement**
5. Future innovation?

An Introduction to Virtual Power Purchase Agreements



Virtual power purchase agreements (VPPAs) are becoming an increasingly popular way for organizations to achieve their clean energy goals and stabilize pricing.

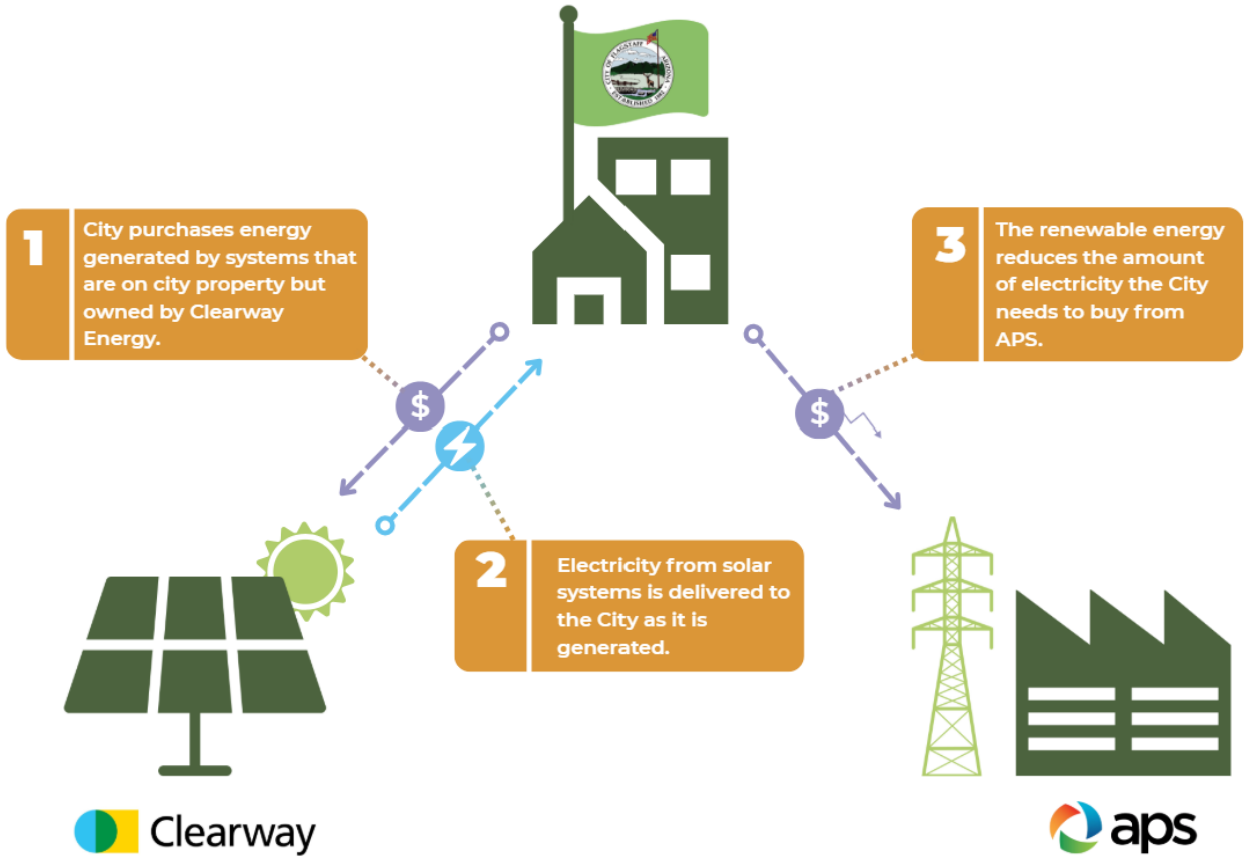
But before we explore the VPPA model…

First Let’s Discuss Power Purchase Agreements

A power purchase agreement (PPA) is an energy contract between an energy buyer and a clean energy project developer. The buyer guarantees the purchase of the energy sold from a new renewable energy project for a fixed price. Typically, the buyer has available land to host a project, which is used to " anchor” a fixed price. PPAs normally span 10-25 years.

The City is in a PPA contract. Clean energy systems are located at the Aquaplex, City Hall, and Wildcat Wastewater Treatment Facility.

First Let's Discuss Power Purchase Agreements



2011/2012 City PPA:

Aquaplex (roof mount)

93.5 Kilowatts

$0.115 /kWh (APS ~$0.138/kWh)

City Hall (parking canopies)

201 Kilowatts

$0.124/kWh (APS ~$0.149/kWh)

Wildcat (tracker ground mount)

568 Kilowatts

$0.103/kWh (APS ~$0.122/kWh)

Why a Power Purchase Agreement?

Price stability: PPAs lock in the price of electricity, providing stability and reducing the risk of price fluctuations

Long-term commitment: Agreements are typically long-term, which helps to mitigate risks associated with short-term market volatility

Reduces risk: The buyer holds little liability (performance, credit, and market)

Direct relationship with supplier: PPAs provide a direct relationship between the buyer and the power producer, reducing the risk of supply disruptions.

New clean energy: Provides a low-risk pathway to bring new systems online.

An Introduction to Virtual Power Purchase Agreements

With a PPA, the buyer purchases clean energy at a specified delivery point, such as the buyer's source of need (meter), or it can be sent to the grid.

With a **virtual** power purchase agreement (**VPPA**), the energy doesn't physically flow from the project to the buyer. Rather, energy is sold on the wholesale electricity market at a defined location.

A VPPA can be used for energy production or the purchase of Renewable Energy Credits (RECs) to achieve clean energy goals.

Why a Virtual Power Purchase Agreement?

They expedite the development of utility-scale renewable energy projects in areas outside the buyers' region to promote cleaner electricity generation, reduce air pollution, and spur economic development

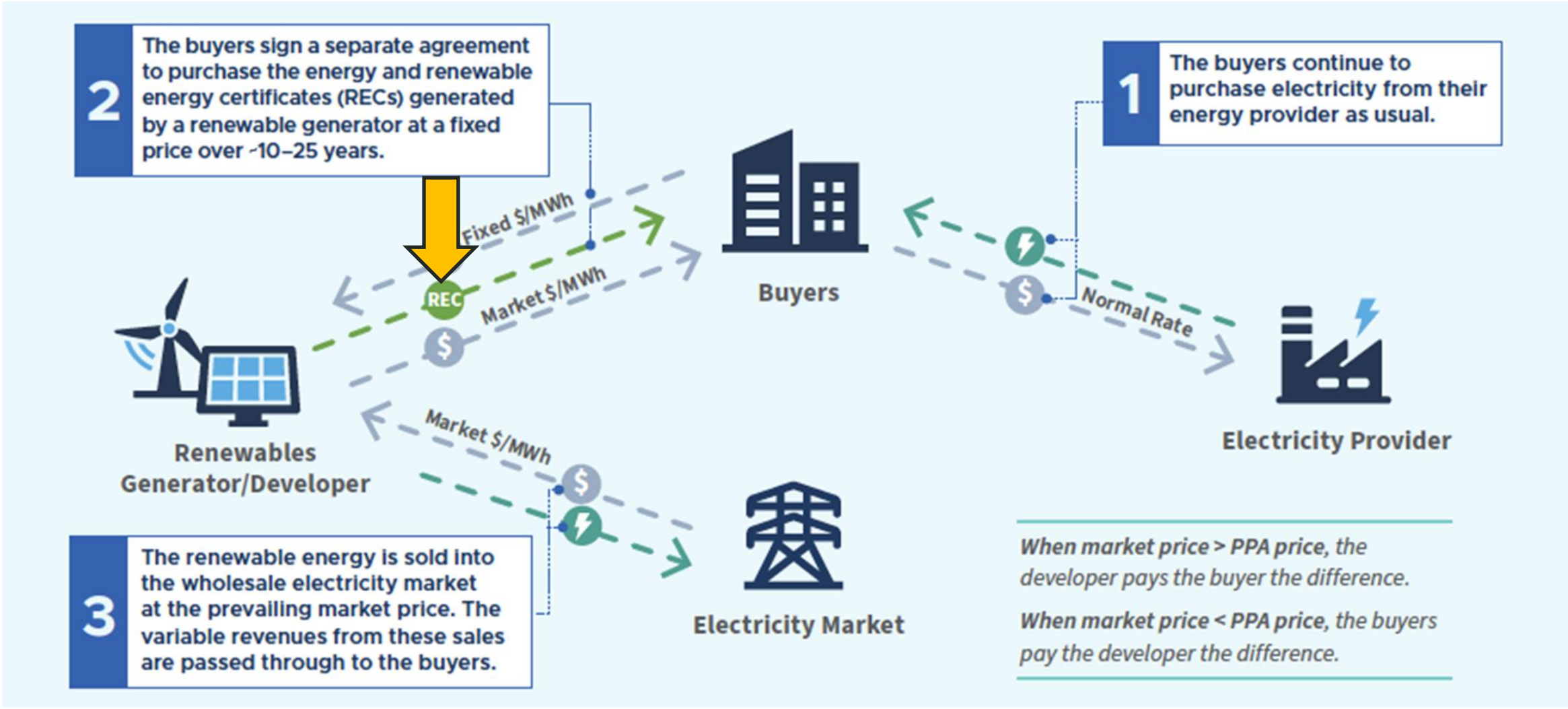
New Clean Energy on the grid: Cleaning the grid and decreases carbon emissions

Price stability: VPPAs lock in the price of renewable energy credits (RECs), providing stability and reducing the risk of price fluctuations

Economy of scale: VPPAs allow a consortium of buyers to negotiate better rates and legal costs

Long-term commitment: Agreements are typically long-term, which helps to mitigate risks associated with short-term market volatility

Mechanics of a Virtual Power Purchase Agreement



Role of a Virtual Power Purchase Agreement

In simple terms, this VPPA project focuses on purchasing Renewable Energy Credits (RECs) at the most competitive rates to offset remaining non-renewable municipal energy use. It also supports new clean energy projects in a cost-competitive manner.

Risk with a Virtual Power Purchase Agreement

While a VPPA will yield a fixed price for clean energy RECs, there are risks:

Complex initial agreements: Multi-agency agreements can add complexity

Monthly price fluctuation: Clean energy is sold on the open market which can lead to varying prices month to month, but will average out over the fiscal year

Staff oversight: After the negotiation phase, a VPPA will require oversight and monitoring

Role of Virtual Power Purchase Agreements



How does a Virtual Power Purchase Agreement Achieve the City's Clean Energy Goals?

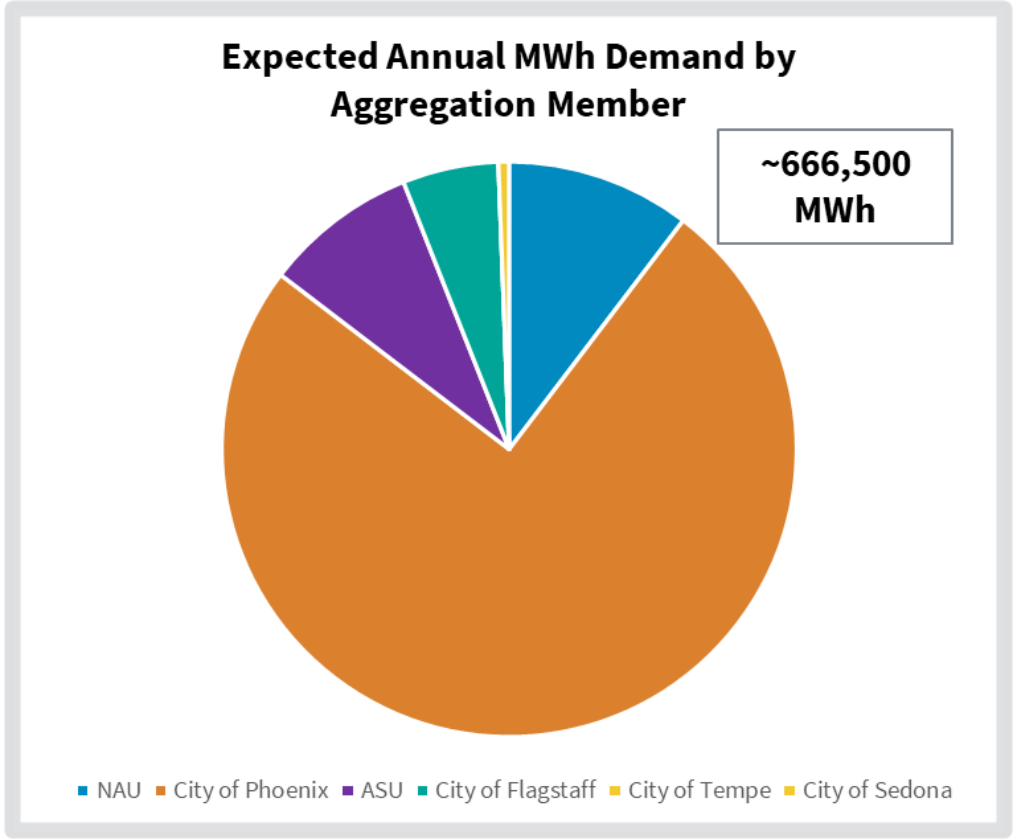
The City's Current Clean Energy Portfolio

Diversified Portfolio	Agency	Contract	~Annual Energy Yield/RECs (MWh)	~ Annual Operational Savings
1) Arizona Power Authority (Hoover Dam) Schedule D	APA	2057	850	$38,450
2) APS Green Power Partners (GPP)	APS GPP	Monthly	36,000	-$96,850
3) CoF Owned	CoF	Financed through 2029	1,300	$32,740
4) PPA	PPA	2031	1,500	$32,880

The Arizona Consortium

The Arizona Consortium comprises of Arizona State University, the City of Flagstaff, Northern Arizona University, the City of Phoenix, the City of Sedona, and the City of Tempe.

NAU has been leading this effort for the last two years. They've hired consultants (Usource) to advise the consortium and oversee this VPPA initiative.



Why a Consortium?

The consortium approach is favored for two key reasons:

Value in a Joint Effort: Leverages economies of scale and increases options for stronger pricing.

Limited Options in Arizona: Arizona is a regulated electricity market and there are fewer viable options for clean power procurement than in other states. This increases the need for creative, collaborative thinking to engage the wholesale market and our utilities.

An Introduction to Virtual Power Purchase Agreements



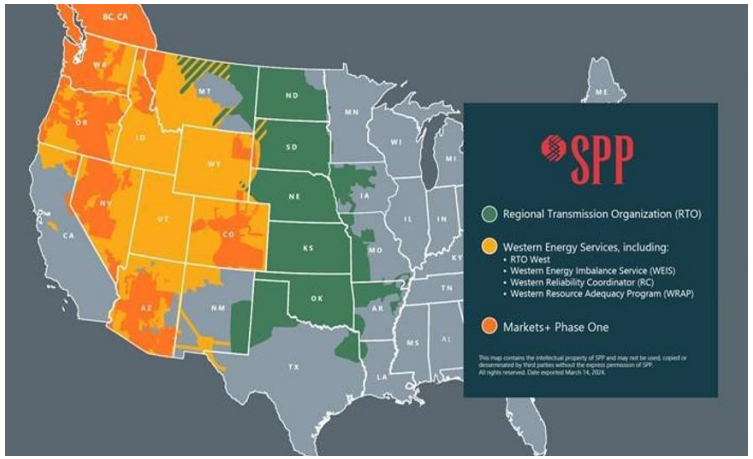
This 200-Megawatt solar installation in Bell County, Texas is one of the renewable energy projects a Boston-area Virtual Power Purchase Agreement consortium supports.

Looking Ahead

On October 7th staff will present an Intergovernmental Agreement (IGA) for consideration. The IGA will authorize NAU to issue a non-binding solicitation on behalf of the consortium to procure price competitive RECs:

1. Prioritize regional participation from APS/SRP
2. Open to national wholesale energy markets, favoring Southwest Power Pool.





VPPA/Utility Steps	Date
IGA Final to parties	July 22nd
IGA Approval by parties	September/ October
Pre-RFP Criteria. Develop RFP language, Developer outreach list	End July-August
Finalize RFP specs	Early-mid Oct
Issue RFP to developers	Mid/late Oct
Engage APS with Consortium request	Mid/late Oct
NOI to bid	One week of issuance
Developer/Utility responses (50-100 responses)	Mid -Nov
Response analysis	3-4 weeks Mid Dev
Short list review .Interviews, Request term sheet or send ours, Best and Final	3-4 weeks
Decision on final project—NOI to award	Mid January
Term Sheet and LOE. Preliminary redline, Finalize terms, Sign to negotiate	March 2026
PPA/utility negotiation (ideally 95% aligned parties)	July 2026
Approve and Sign. Party approvals	August 2026
Operational Project and REC delivery	2027-2028

QUESTIONS?

Nicole Antonopoulos
Sustainability Director
City of Flagstaff
Nantonopoulos@flagstaffaz.gov

General info:

Flagstaff.az.gov/sustainability

sustainability@flagstaffaz.gov

(928) 213-2153





VIRTUAL POWER PURCHASE AGREEMENT

NICOLE ANTONOPOULOS

OCTOBER 2025

Agenda

1. Recap of a Virtual Power Purchase Agreement (VPPA)

2. Inter-governmental Agreement framework

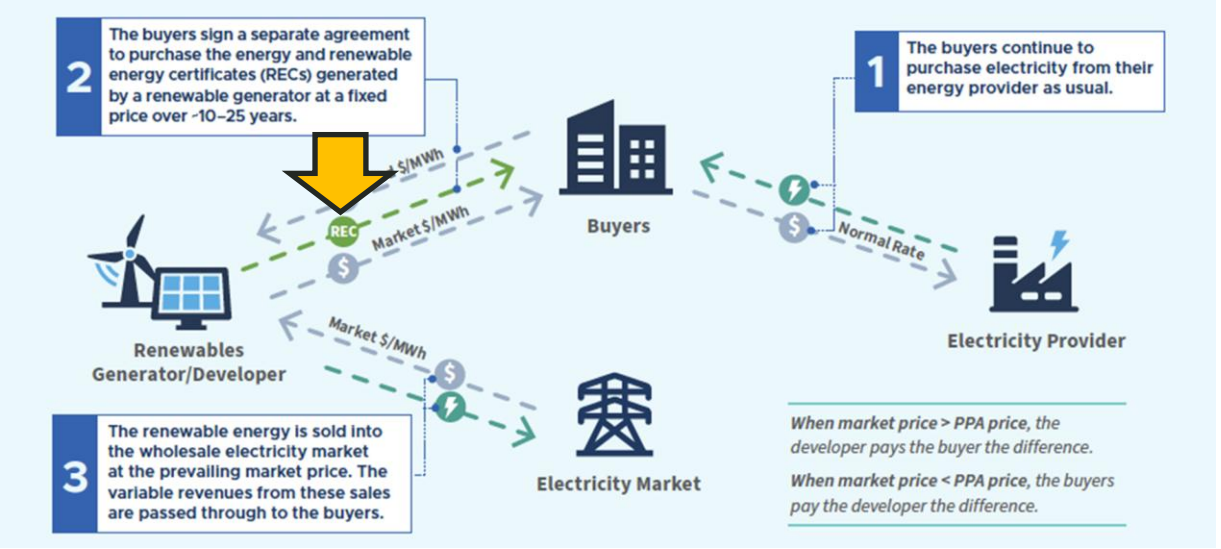
3. Next steps



1. Recap of a Virtual Power Purchase Agreement

Role of a Virtual Power Purchase Agreement

This VPPA discussion focuses on purchasing Renewable Energy Credits (REC) at the most competitive rates to offset remaining non-renewable municipal energy use. It also supports new clean energy projects in a cost-competitive manner.



The City's Current Clean Energy Portfolio

Diversified Portfolio	Agency	Contract	~Annual Energy Yield/RECs (MWh)	~ Annual Operational Savings
1) Arizona Power Authority (Hoover Dam) Schedule D	APA	2057	850	$38,450
2) APS Green Power Partners (GPP)	APS GPP	Monthly	36,000	-$96,850
3) CoF Owned	CoF	Financed thru 2029/2030 +	1,300	$32,740/$176,549
4) PPA	PPA	2031	1,500	$32,880



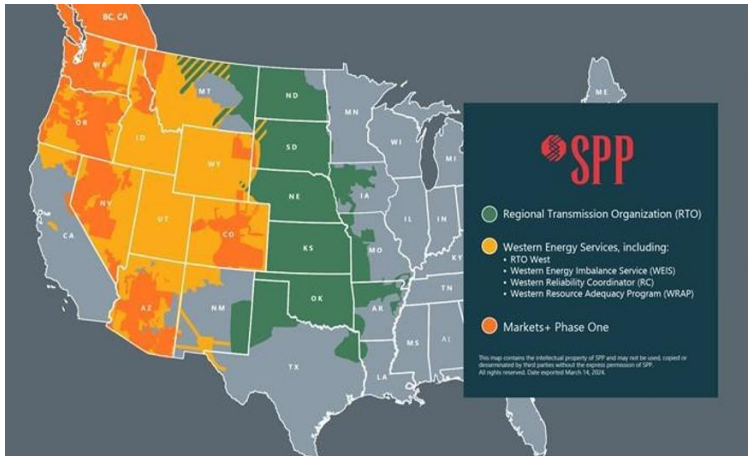
2. The Intergovernmental Agreement

Intergovernmental Agreement

The IGA will authorize NAU to issue a non-binding solicitation on behalf of the consortium to procure price competitive RECs:

1. Prioritize regional participation from APS/SRP
2. Open to national wholesale energy markets, favoring Southwest Power Pool.





Solicitation Draft Scoring

- Project Economics – Projects that have favorable forecasted economics and structures that can reduce month-to-month settlement volatility: **40%**
- Project's Connection to Arizona – Projects in Arizona that support the Arizona economy or with the potential to feed into the Arizona grid post the SPP West expansion, **10%**
- Project Impact – projects with higher emissionality, projects with additional community impact, education opportunities, on tribal lands, etc., or other project benefits beyond economics : **10%**
- Likelihood of Project Completion – Project Development Progress, Developer's previous track record of development, as well as any specific experience with consortiums or public institutions, and Developer Presentation: **25%**
- Contracting – Favorability of the provided term sheet and willingness to accept the Consortiums Terms and Conditions and justification for non-agreement and impact to Consortium due to non-agreement: **15%**



3. Next Steps

VPPA DRAFT TIMELINE	Date
IGA approval by parties	Early October
Finalize RFP specs	Mid/late Oct
Issue RFP to renewable energy developers	Late Oct/Early Nov
Present Consortium request to APS	Late Oct/Early Nov
NOI to bid	One week of issuance
Developer/Utility responses (50-100 responses)	Late Nov.
Response analysis	Dec.
Short list review/Interview/Request term sheet or send ours/ Best and Final	3-4 weeks
Decision on final project—NOI to award for VPPA or APS initiation	Early Feb.
Term Sheet and LOE/Preliminary redline/Finalize terms/Sign to negotiate	April 2026
PPA/Utility negotiation (ideally 95% aligned parties)	August 2026
Approve and Sign. Party approvals	Sept. 2026
Operational Project and REC delivery	2027-2028

QUESTIONS?

Nicole Antonopoulos
Sustainability Director
City of Flagstaff
Nantonopoulos@flagstaffaz.gov

General info:

Flagstaff.az.gov/sustainability

sustainability@flagstaffaz.gov

(928) 213-2153



COOPERATIVE PURCHASING
INTERGOVERNMENTAL AGREEMENT

THIS COOPERATIVE PURCHASING INTERGOVERNMENTAL AGREEMENT (hereafter "Agreement") dated May 15, 2025 by and between the **ARIZONA BOARD OF REGENTS for and on behalf of NORTHERN ARIZONA UNIVERSITY** (hereafter "NAU") and **CITY OF FLAGSTAFF** (hereafter "Public Agency"), each a "Party" and collectively the "Parties", is to permit the Collaborators, defined below, to pursue a range of clean energy projects to meet carbon neutrality goals.

RECITALS

1. WHEREAS, public agencies in the state of Arizona including Northern Arizona University, Arizona State University, City of Flagstaff, City of Sedona, and the City of Tempe (each a "Collaborator" and collectively the "Collaborators"), share common goals of reaching carbon neutrality for purchased electricity; and

2. WHEREAS, this Agreement is designed to assist Public Agency and NAU to reach their carbon neutrality goals for purchased electricity by utilizing the economies of scale between the Collaborators to procure clean energy through 1) a future Virtual Power Purchasing Agreement ("VPPA") and/or 2) clean energy opportunities in Arizona with regulated utilities; and

3. WHEREAS, NAU will enter into an intergovernmental agreement with each of the other Collaborators; and

4. WHEREAS, NAU intends to prepare and conduct a Request for Proposal ("RFP") for an offsite energy project where each Collaborator will participate in sharing criteria, reviewing candidate submittal information, and selecting an approved vendor that meets procurement criteria to deliver a project pursuant to a negotiated VPPA; and

5. WHEREAS, the Collaborators intend that any such negotiated VPPA resulting from the RFP will provide or allow that each interested Collaborator may enter into the resulting VPPA for a portion of clean energy; and

6. WHEREAS, the Collaborators intend that each Collaborator will be given the opportunity to include specific terms in the RFP and during the negotiation process of the VPPA; and

7. WHEREAS, the Collaborators desire to work together to request carbon free energy options that can be provided through regulated utility providers in Arizona, concurrent with issuing the RFP; and

8. WHEREAS, in furtherance of achieving the Collaborators' clean energy objectives in a cost-effective manner, and in the event a viable transaction is selected through the RFP process, the Collaborators who desire to move forward with the selected VPPA project will jointly retain qualified legal counsel ("Joint Counsel") to provide legal advice and represent the Collaborators in the negotiation and drafting of a VPPA for their collective use.

9. WHEREAS, the Collaborators will equally share in the payment of legal costs related to Joint Counsel.

NOW THEREFORE, in consideration of the mutual obligations and covenants set forth herein, the Parties agree as follows:

ARTICLE 1 – AUTHORITY AND LAWS

1. NAU is a State of Arizona public institution of higher education and is authorized to enter into this Agreement pursuant to Arizona Revised Statutes ("A.R.S.") §11-952, A.R.S. §15-1625, A.R.S. §41-2632, and Arizona Board of Regents Policy 3-808.

2. Public Agency is a municipal corporation organized and existing under the laws of the State of Arizona and is authorized to enter into this Agreement pursuant to A.R.S. §11-952 and §41-2632 and **CITY OF FLAGSTAFF** authority to enter into this agreement (Resolution 2025-49).

3. Additional entities – not currently identified in Recital 1 - may become Collaborators upon entering into an intergovernmental agreement with NAU, where the new party is a public agency in accordance with A.R.S. §11-951, *et seq.* and agrees to all material terms and conditions contained herein. NAU shall notify each Collaborator in writing prior to entering into any such agreement and allow each Collaborator to object. If any Collaborator objects in writing within three (3) business days following such notification, NAU shall not enter into an agreement with the prospective Collaborator.

4. This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing the intergovernmental agency agreements, cooperative purchase agreements, and mandatory contract provisions of state agencies required by statute or executive order.

5. All statutes and regulations referenced in this Agreement are incorporated herein as if fully stated in its entirety in this Agreement. Each Party agrees to comply with provisions, the statutes, and the regulations set out in this Agreement. The recitals are also incorporated into this Agreement as if fully set forth herein.

ARTICLE 2 - TERM

1. The term of the Agreement is one (1) year effective from the date of final signature of the Parties.

2. Upon mutual consent of the Parties, this Agreement may be extended through an amendment signed by the Parties. Each extension term may not exceed one (1) year.

ARTICLE 3 - PURPOSE

The purpose of this Agreement is to maximize and improve the options available to each Collaborator to reach its carbon-free and clean energy goals. In particular, this Agreement supports the Collaborators' goals to support new clean energy projects to be built on the grid in a cost-effective way. This Agreement is beneficial to each Collaborator as it increases purchasing power through economies of scale and reduces cost by sharing expenses. Collaborators will look for a project that is cost effective, supports new clean energy power sources, and will generate clean power ahead of 2030 targets.

ARTICLE 4 – COSTS, EXPENSES, AND BUDGETING

1. Costs and Expenses Specific to One Party - The costs and expenses of activities that are specific only to each Party shall be funded by such Party including but not limited to the cost of internal counsel used during the RFP and VPPA negotiation process or ongoing legal costs incurred specific to its individual needs.
2. NAU Costs and Expenses–External expert consultant costs of seventy thousand dollars ($70,000.00) associated with development, drafting, and issuance of the RFP and the qualitative analytic evaluation of RFP responses shall be borne solely by NAU.
3. VPPA Legal Costs – The Collaborators who choose to move forward with the selected VPPA project will equally share in the payment of legal fees and expenses associated with Joint Counsel's services that are conducted after selection of one or more projects through the RFP (Such services include drafting and negotiation of a VPPA and legal advice). The expected total amount of such shared costs ("Shared Costs"), which will be equally split among Collaborators is, sixty thousand dollars ($60,000). Joint Counsel will enter into an engagement letter with each Collaborator that will outline shared costs and Collaborator specific expenses. Joint Counsel will invoice each Collaborator for their portion of the shared costs and any additional expenses incurred by the Collaborator.
4. Budgeting - The Parties agree to make good faith efforts to budget funds necessary to carry out the terms of this Agreement.

5. No Additional Fiduciary Obligations - This Agreement does not create any additional fiduciary or other obligations between the Parties, except for those obligations expressly and specifically set forth herein.

ARTICLE 5 - TERMINATION

In addition to termination by expiration of the term, the Agreement may be terminated as follows:

1. Public Agency may terminate this Agreement, upon providing written notice of termination to NAU, provided however, that Public Agency shall be responsible for its share, if any, of Shared Costs accrued up to termination. Upon termination, Public Agency will no longer be a Collaborator. NAU will update the Collaborator list by providing notice to all Collaborators.
2. The Parties understand that this Agreement may be cancelled at any time by action of any successor legislative or other governing body including cancellation for lack of funding, without further obligations of the cancelling party. In addition, such cancelling Party shall be liable for its prorated share of any Shared Costs up to the date of termination.
3. The Parties agree that this Agreement may be cancelled for conflict of interest in accordance with A.R.S. §38-511.

ARTICLE 6 – RESPONSIBILITIES OF EACH PARTY

1. The Parties agree to work together in aiding NAU in issuing an RFP to solicit qualified vendors to provide one or more VPPAs concerning an offsite clean energy project that each Collaborator can join.
2. The Parties agree to work together in reviewing criteria for and responses to the RFP.
3. Each Party shall appoint a single representative from its organization to serve as a committee member to participate in the RFP work under this Agreement. However, each Party may also include additional internal representatives to participate in certain aspects of the procurement to aid in evaluation of the RFP, but only the committee member shall function on the RFP and such internal representatives will be required to sign an evaluation committee form. If a committee member is unable to serve in their capacity, such committee member may be replaced in accordance with the RFP committee rules. Each representative will ensure that its organization's needs are represented.
4. The Parties shall pay their share of the legal costs as outlined in Article 4, Section 3, subject to the termination provisions outlined in Article 5.
5. The Parties will jointly work to concurrently solicit comparable clean energy opportunities available through Arizona's regulated utility providers.

6. The Parties acknowledge that participation by each Collaborator is essential to achieving economies of scale; and exiting this Agreement or not continuing with the RFP and the resulting VPPA could result in higher costs for the remaining Collaborators. Each Party is committed to serious consideration of the economies of scale when deciding its participation or non-participation in this process and this Agreement formalizes such commitment.
7. The Parties will work jointly on the key objectives and obligations as outlined in the attached Exhibit A, incorporated herein by reference.
8. As the primary coordinator among the Collaborators and the issuer of the RFP intended to benefit the Collaborators, NAU shall coordinate among the Collaborators and keep Public Agency informed of ongoing efforts and issues related to the collaboration, including:
    a. NAU shall timely notify Public Agency when any Collaborator has terminated its agreement with NAU.
    b. NAU shall timely notify Public Agency when a new Collaborator request is received.
    c.
    d. Once Shared Costs begin to accrue, NAU shall provide monthly accounting of such Shared Costs to Public Agency.

ARTICLE 7 – INSURANCE, LIABILITY, AND INDEMNIFICATION

1. Each Party shall maintain adequate insurance, which may include a bona fide self-insurance program, to cover any liability that could arise from the acts and omissions of the Party's employees or agents.

2. Each Party shall be solely responsible for liability due to an act or omission of its employees or its agents under this Agreement.

3. Each Party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees and costs) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, indemnitor's officer, officials, agents, employees, or volunteers.

4. Nothing in this Agreement shall be construed to modify, alter, or amend the authorities, duties, responsibilities or obligations of either Party under applicable law.

ARTICLE 8 – NONDISCRIMINATION

The Parties agree to comply with all applicable state, and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act.

ARTICLE 9 - DISPUTES

The Parties agree to work cooperatively and in good faith to resolve any disputes that may arise under this Agreement. If a dispute is not resolved, then the Parties agree to negotiate with each Party's chief executive to try to resolve the dispute.

ARTICLE 10 - ARBITRATION

Pursuant to A.R.S. § 12-1518, the Parties acknowledge and agree that the Parties will be required to make use of mandatory arbitration of any legal action that is filed in the Arizona Superior Court concerning a controversy arising out of this Agreement, if required by A.R.S. §12-133.

ARTICLE 11 – RECORDS RETENTION

The Parties agree to retain all books, accounts, reports, files, and other records relating to this Agreement and to make sure such records are available at all reasonable times for inspection and audit by either Party, the Arizona Board of Regents, or the Auditor General of the State of Arizona, or its agents, during the term of and for a period of five (5) years after the completion of this Agreement.

ARTICLE 12 – RELATIONSHIP OF THE PARTIES AND MARKS

Each Party is an independent contractor and is independent of the other Party. Under no circumstances shall any employee of one Party be deemed the employee of the other Party for any purpose. This Agreement does not create a partnership, joint venture, or agency relationship between the Parties of any kind or nature. No Party shall have any right, power, or authority under this Agreement to act as a legal representative of the other Party, and no Party shall have any power to obligate or bind the other Party or to make representations, expressed or implied, on behalf of or in the name of the other Party in any manner or for any purpose whatsoever. Each Party acknowledges that the relationship of the Parties hereunder is non-exclusive. In addition, no Party shall use any trade name, trademark, service mark, logo, domain name, nor any other distinctive brand feature owned or used by the other Party without prior written authorization from such Party.

ARTICLE 13 – NO THIRD-PARTY BENEFICIARIES

No person or entity, whether or not mentioned or referred to in this Agreement, other than each Party and each Party's permitted successors and assigns, shall be considered to be a third-party beneficiary of or entitled to assert any rights under this Agreement.

ARTICLE 14 – FORCE MAJEURE

Neither Party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Agreement are delayed or prevented by any cause not within the control of the Party whose performance is interfered with, and which by the exercise of reasonable diligence, said Party is unable to prevent ("force majeure event"), including but not limited to acts of God, epidemics, pandemics, war, civil disturbance, terrorism, disaster, fire, earthquakes, hurricanes, known or suspected threats of illness, or government regulation.

ARTICLE 15 – NOTICES

All notices to be given under any of the provisions of this Agreement will be in writing and will be sent via registered or certified mail, overnight courier, or email with delivery receipt, and notice will be deemed given (i) if mailed, when deposited, postage prepaid, in the United States mail, (ii) if sent by overnight courier, one (1) business day after delivery to the courier, (iii) if sent by email, when received. Notices shall be sent to a Party at the address listed on the signature line with a copy to Northern Arizona University, Contracts, Purchasing and Risk Management, PO Box 4124, 545 E. Pine Knoll Dr., Flagstaff, AZ 86011, NAU-Contracts@nau.edu.

ARTICLE 16 - COUNTERPARTS

This Agreement may be signed in counterparts. Each counterpart will constitute an original document and these counterparts taken together shall constitute one and the same Agreement. The exchange of copies of this Agreement and of signature pages by electronic means shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by electronic means shall be deemed to be original signatures for all purposes.

ARTICLE 17 – FINAL AGREEMENT

This Agreement represents the final agreement of the Parties and supersedes any prior written or oral agreements between the Parties. This Agreement may not be modified or amended except by written instrument signed by the authorized representatives of each Party.

IN WITNESS WHEREOF, the Parties hereto have read and agree to the terms and conditions herein and have executed this Agreement as of the last signature hereof:

(signature pages to follow)

ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF
NORTHERN ARIZONA UNIVERSITY

Signature: _____

Name: Bjorn Flugstad

Title: Senior Vice President and Chief Financial Officer

Date: _____

PO Box 15099, 1100 S. Beaver St., Flagstaff, AZ 86011, Green@nau.edu

REPRESENTING NAU:

The undersigned counsel for NAU has reviewed this Agreement and determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to such public agency.

Signature: _____

Name: Michelle G. Parker

Title: Vice President for Legal Affairs & General Counsel

Date:_____

CITY OF FLAGSTAFF

Signature: Becky Daggett

Name: _____

Title: Mayor

Date: 10/28/25

211 W Aspen Ave, Flagstaff AZ 86001

REPRESENTING PUBLIC AGENCY:

The undersigned counsel for the City of Flagstaff has reviewed this Agreement and determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to such public agency.

Signature: Kevin Fincel signed on 10/24/2025 9:09:19 AM

Name: _____

Title: City Attorney's Office

Date: 10/28/25

Attest:

Stacy Gatlyburg

City Clerk

Exhibit A: Overview of Key Activities and Obligations

Phase	Description	Expected Financial Commitment for Phase
1: RFP Criteria set by RFP Committee	The RFP Committee led by NAU will set the RFP criteria	No Shared Costs for Collaborators by entering this Agreement during Phases 1-7
2A: NAU to Issue RFP to Vendors	NAU will release an RFP to qualified vendors requesting projects for a VPPA	
2B: Request to Arizona Utilities to provide options	Parties will reach out to its respective utilities to confirm the options that can be provided and the costs.	
3: Vendor Responses Received	Results returned from the RFP – Collaborators can opt to not select a project and not continue forward	
4: Short-list of Vendors	Top vendors are identified that will undergo further evaluation	
5: Review Arizona utilities options	Review options presented by Arizona utilities	
6: Internal Stakeholder Feedback	Collaborators seek internal feedback on projects.	
7: Diligence Project Short-list	Top projects are selected for further diligence and interviews with the vendors.	
8: Final Project(s) Selected	Final project(s) selected to move forward. Negotiation completed on the full VPPA with feedback provided to NAU by all Collaborators.	Shared Costs will be incurred during Phase 8 in accordance with Article 4.
9: Contracts Executed	Subject to each Collaborator's discretion, each Collaborator signs the negotiated VPPA.	

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Matthew Mansfield, Senior Assistant City Attorney

Co-Submitter: Sterling Solomon

Date: 10/28/2026

Meeting Date: 11/03/2026

TITLE:

Consideration and Approval of Settlement in the matter of Standard Construction Company Inc. v. City of Flagstaff, S0300CV202500146, currently pending in Coconino County Superior Court

STAFF RECOMMENDED ACTION:

1. Approve settlement of the matter of Standard Construction Company Inc. v. City of Flagstaff pursuant to the terms discussed in executive session on October 20, 2026 and in the attached settlement agreement, and
2. Authorize and direct the City Attorney to execute all documents and take such other actions as are necessary to finalize the settlement.

Executive Summary:

This lawsuit arises from a construction contract dispute between the City of Flagstaff and Standard Construction Company, Inc. The project at issue is located in the Coconino Estates neighborhood in Flagstaff, Arizona.

Financial Impact:

Funding for the settlement will be as follows:

12.5% from Road Repair and Street Safety Program, Account 046-10-116-3371-6-4441

53.6% from Coconino Estate Improvement, Bundle #4, Account 202-08-370-3371-0-4463

33.9% from Coconino Estate Improvement, Bundle #4, Account 203-08-375-3371-0-4463

Policy Impact:

None.

Previous Council Decision or Community Discussion:

No.

Options and Alternatives to Recommended Action:

Not approve the tentative settlement and continue to litigate the matter.

Connection to PBB Priorities and Objectives:

N/A

Connection to Regional Plan:

N/A

Connection to Carbon Neutrality Plan:
N/A

Connection to 10-Year Housing Plan:
N/A

Attachments: Settlement Agreement

SETTLEMENT AGREEMENT

STANDARD CONSTRUCTION COMPANY, INC., an Arizona corporation ("Standard"), and CITY OF FLAGSTAFF, ARIZONA, an Arizona municipal corporation (the "City"), enter into this Settlement Agreement (the "Agreement") as of its final approval by City Council (the "Effective Date"). Standard and the City are sometimes referred to individually as a "Party" and collectively as the "Parties."

This Agreement is made as a compromise between the Parties for the complete and final settlement of their claims, differences, and causes of action concerning the matters described below, and is effective on the Effective Date.

RECITALS

A. On or about May 20, 2021, the City awarded Standard Construction Contract No. 2021-86 for the Coconino Estates Phase II Improvements Project (the "Contract" and the "Project," respectively).

B. Disputes arose between the Parties concerning the Contract and Project, including compensation, changes, delays, work, and Contract administration.

C. On March 3, 2025, Standard filed a complaint against the City in the Superior Court of Arizona in and for Coconino County, Case No. S0300CV202500146 (the "Action"). The City denies liability and disputes Standard's claims.

D. The Parties wish to avoid the necessity, expense, inconvenience, and uncertainty of further litigation and to fully and finally resolve all claims and disputes between them arising out of or relating to the Contract, Project, or Action, on the terms stated below.

NOW, THEREFORE, in consideration of the mutual promises and releases in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties incorporate the Recitals and agree as follows:

AGREEMENT

1. Settlement Payment. In consideration for this Agreement, the City shall pay Standard Two Million Three Hundred Thousand Dollars ($2,300,000.00) (the "Settlement Amount"). Following the Effective Date, the City shall process the Settlement Amount promptly through its ordinary payment procedures using written payment instructions supplied by Standard or its counsel. The Settlement Amount is the full monetary consideration for the settlement described in this Agreement. The City shall pay the Settlement Amount no later than twenty (20) business days after the Effective Date, without deduction, withholding, setoff, recoupment, or other reduction.

2. City Council Approval. The Parties acknowledge that final approval of this settlement by the Flagstaff City Council is a condition precedent to the Parties obligations under this Agreement. Unless and until that approval is obtained, this Agreement shall not bind the Parties.

3. Interest and Enforcement. Following the Effective Date, the City's obligation to pay the Settlement Amount shall be unconditional and shall not be subject to any deduction, withholding, setoff, recoupment, or counterclaim. If the City fails to pay the Settlement Amount

in full when due under Paragraph 1, the unpaid balance shall bear interest at ten percent (10%) per annum from the payment deadline until Standard receives cleared funds.

4. No Warranty or Corrective-Work Obligation. Upon Standard's receipt of the Settlement Amount, the City agrees that Standard shall have no further warranty, repair, replacement, or corrective-work obligation concerning work performed on the Project, whether asserted under the Contract or on any express, implied, statutory, or other basis, and the City waives and releases all such and related rights under the Contract.

5. Dismissal of the Action. Within five (5) business days after Standard receives cleared funds for the full Settlement Amount, the Parties shall file a stipulation dismissing the Action with prejudice, with each Party agreeing to bear its own attorneys' fees and costs incurred in the Action.

6. Mutual Release. Effective upon Standard's receipt of cleared funds for the full Settlement Amount, and except for obligations created by this Agreement, each Party, for itself and its respective predecessors, successors, assigns, officials, officers, directors, employees, agents, representatives, insurers (including the Arizona Municipal Risk Retention Pool and Berkley Risk), and attorneys, fully and forever releases and discharges the other Party and its respective predecessors, successors, assigns, officials, officers, directors, employees, agents, representatives, insurers, and attorneys from every existing or future claim, demand, action, cause of action, liability, debt, obligation, damage, loss, cost, or expense, whether known or unknown, suspected or unsuspected, fixed or contingent, that arises out of or relates to the Contract, Project, or Action (collectively, the "Released Claims"). This release includes all claims concerning the work and any claimed warranty or corrective-work obligation.

7. Unknown Claims. The Parties understand that facts or claims may exist that are presently unknown or unsuspected and that, if known, might have affected their decision to enter into this Agreement. The Parties nevertheless intend the release in Paragraph 6 to include all such unknown or unsuspected Released Claims and knowingly assume the risk of them. Standard represents and warrants that it has paid in full all subcontractors and suppliers on the Project, and it is unaware of any claims relating to the Project by or on behalf of any non-party to this Agreement, including but not limited to the Project's subcontractors and suppliers.

8. Non-Disparagement. Neither Party, acting through its authorized representatives, shall make or publish any false, negative, or disparaging statement about the other Party concerning the Contract, Project, dispute, or Action. This Paragraph does not prohibit truthful statements required by law, court order, subpoena, public-records or open-meeting requirements, or statements reasonably necessary to obtain legal, tax, accounting, insurance, or other professional advice or to enforce this Agreement.

9. Public-Entity Disclosures. The Parties acknowledge that the City is a public entity subject to Arizona's public-records and open-meeting laws. A disclosure or public statement made by the City in good-faith compliance with applicable law shall not violate this Agreement.

10. No Admission. This Agreement is a compromise of disputed claims. Neither this Agreement nor any payment or performance under it constitutes an admission of liability, fault, wrongdoing, or the validity of any claim or defense by either Party.

11. Entire Agreement; Amendment. This Agreement is the complete and exclusive statement of the Parties' agreement concerning its subject matter and supersedes the Contract and all prior or contemporaneous oral and written understandings concerning that subject matter. Any amendment must be in writing and signed by both Parties and, if required by law, approved by the Flagstaff City Council.

12. Binding Effect. Subject to Paragraph 2, this Agreement binds and benefits the Parties and their respective successors and permitted assigns.

13. Interpretation; Governing Law; Venue. This Agreement shall be construed as if jointly prepared by the Parties and shall be governed by Arizona law, without regard to conflict-of-laws principles. Venue for an action to interpret or enforce this Agreement shall lie in the Superior Court of Arizona in and for Coconino County.

14. Authority to Bind; Non-Assignment. Each person signing this Agreement represents that the person has authority to bind the Party on whose behalf the person signs. Each Party represents that it has not assigned or transferred any Released Claim and agrees to defend, indemnify, and hold the other Party harmless from any claim based on a prohibited prior assignment or transfer by the representing Party.

15. Mutual Drafting. The Parties participated in negotiating and drafting this Agreement, and no provision shall be construed against a Party because that Party or its counsel drafted it. Headings are for convenience only and do not affect interpretation.

16. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which is deemed an original and all of which together constitute one instrument. Signatures delivered electronically or by PDF have the same force and effect as original signatures.

17. Severability. If a court of competent jurisdiction holds any provision invalid or unenforceable, the remaining provisions shall remain in full force and effect to the fullest extent permitted by law.

18. Attorneys' Fees, Costs, and Expenses. Except as expressly stated in Paragraph 5, each Party shall bear its own attorneys' fees, costs, and expenses incurred in connection with the dispute, the Action, the negotiation of this Agreement, and its implementation. Nothing in this Paragraph limits a court's authority under applicable law in an action to interpret or enforce this Agreement.

19. Further Assurances. Each Party shall execute and deliver any additional document and take any further action reasonably necessary to carry out this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

STANDARD CONSTRUCTION COMPANY, INC., an Arizona corporation

Signature:_____

Print Name:_____

Title:_____

Date:_____

CITY OF FLAGSTAFF, ARIZONA, an Arizona municipal corporation

Signature:_____

Print Name:_____

Title:_____

Date:_____

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Jennifer Mikelson, Housing Planning Manager

Date: 10/28/2026

Meeting Date: 11/03/2026

TITLE:

Consideration and Adoption of Resolution No. 2026-54: A resolution of the Flagstaff City Council, delegating authority to the City Manager to approve awards of funding for affordable projects eligible for payment and/or reimbursement of municipal fees; providing for delegation of authority and establishing an effective date.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2026-54 by title only
2. City Clerk reads Resolution No. 2026-54 by title only (if approved above)
3. Adopt Resolution No. 2026-54

Executive Summary:

This resolution would authorize the City Manager to approve contracts up to $1,000,000 to pay for municipal fees for eligible affordable housing projects. The existing Incentive Policy for Affordable Housing (IPAH) identifies which permits and fees may be paid on a developer's behalf and affordability requirements.

Financial Impact:

Historically, the City Council has appropriated funding to the IPAH as part of the annual budget process. When IPAH funding is available it is awarded on a first come, first served basis.

Account Number Budgeted: 021-13-106-0362-4-4290
FY Budgeted Amount: $1,564,750.74
Funding Source: General Fund

Policy Impact:

This resolution is intended to support the administration of the current Incentive Policy for Affordable Housing by streamlining the provision of funding to assist in the development of affordable housing.

Previous Council Decision or Community Discussion:

None

Options and Alternatives to Recommended Action:

1. Revise the proposed Resolution
2. Reject the proposed Resolution and provide further direction

Background and History:

Since 2009, the City of Flagstaff has implemented both financial and zoning incentives to support the creation of affordable housing units. The attached Incentive Policy for Affordable Housing (IPAH) identifies the various municipal fees and permits that are eligible for payment or reimbursement on a developer’s behalf and the

affordability requirements. The IPAH does not officially "waive" any fee; the cost of an eligible fee is paid from Housing Division's IPAH account on behalf of the developer. IPAH funding varies annually and is funded by the City's general fund, after Council adoption of the annual budget.

Historically, Housing Division staff assisted local non-profits with smaller-scale affordable rental and ownership projects utilizing modest annual budget allocations. In recent years, the barriers to construct affordable housing have intensified. Larger-scale 100% affordable Low Income Housing Tax Credit (LIHTC) projects have been acutely impacted — rising construction and labor costs, lower investor pricing on tax credits, and higher borrowing costs. Consequently, LIHTC developers are asking for greater financial support from the communities they build in. Award of tax credits often hinges on some form of local financial support. Therefore, staff has requested more IPAH funding from the annual budget process to substantively assist in the delivery of affordable rental projects for our community.

Once IPAH funding is secured for a particular project, Housing Division staff officially reserve that funding by entering into agreements. Given that there is a $100,000 City charter limitation on the amount of funding city staff is authorized to expend without Council approval, the proposed Resolution would authorize the City Manager to enter into agreements with developers to reserve up to $1,000,000 in IPAH funds for eligible affordable projects. Allowing staff to process these agreements administratively furthers the intent of the Incentive Policy and is responsive to the tight timeframes and capital constraints developers face between development approvals and construction.

Connection to PBB Priorities and Objectives:
Livable Community: Actively support attainable and affordable housing through the City's 10-Year Housing plan as well as other projects and opportunities

Connection to Regional Plan:
HA.5: Support the development of ownership and rental units that are priced below market rate.
CD.2: Support affordable and attainable housing development through additional support for infrastructure costs and sustainably reduced development standards and fees.

Connection to Carbon Neutrality Plan:
Target Area: Housing for All
Strategy: Create housing options for households at all income levels and family sizes occupied by local residents.
Action: Incentivize the creation of affordable units through various programs and mechanisms.

Connection to 10-Year Housing Plan:
Create 1: Incentivize the creation of affordable units through various programs and mechanisms.
Create 1.2: Update the City's affordable housing incentive policy to implement the goals and policies of the 10-Year Housing Plan.
Create 1.4: Explore implementing reduced fees and waivers to incentivize the development of affordable housing

Connection to Division Specific Plan:
N/A

Attachments: Res. 2026-54
Incentive Policy for Affordable Housing
Presentation

RESOLUTION NO. 2026-54

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, DELEGATING AUTHORITY TO THE CITY MANAGER TO APPROVE AGREEMENTS FOR AWARD OF INCENTIVE POLICY FOR AFFORDABLE HOUSING FUNDING FOR AFFORDABLE HOUSING PROJECTS ELIGIBLE FOR PAYMENT AND/OR REIMBURSEMENT OF MUNICIPAL FEES; PROVIDING FOR DELEGATION OF AUTHORITY, REPEAL OF CONFLICTING AUTHORITY, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, in 2020 the City of Flagstaff declared a Housing Emergency due to the lack of affordable housing in the Flagstaff community, as set forth in Resolution No. 2020-66; and

WHEREAS, the City of Flagstaff has adopted an Incentive Policy for Affordable Housing, last revised May 2025, ("IPAH"), a copy of which is attached hereto as Exhibit A, which provides incentives for development of rental and owner-occupied new construction and rehabilitated housing or shelter that meets the IPAH eligibility criteria ("Eligible Projects"); and

WHEREAS, the City Council as part of the annual budget process may appropriate funding for Eligible Projects to pay for or reimburse various City municipal fees ("IPAH Funding"); and

WHEREAS, the City Charter, Article III, Section 2(c) provides that any contract or purchase exceeding the sum of one hundred thousand dollars ($100,000) shall require the prior approval of the Council; and

WHEREAS, the City Council desires to delegate authority to the City Manager and the Housing Division related to award of IPAH Funding for Eligible Projects, pending update of the current IPAH, in an effort to make IPAH Funding available as soon as feasible and reduce the developer's costs for Eligible Projects, all in an effort to assist the development of affordable housing.

ENACTMENTS:

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

The City Council hereby delegates authority to the City Manager to approve any agreement awarding IPAH Funding for the development of affordable housing, subject to the following conditions:

1. The amount of the award shall not exceed one million ($1,000,000.00); and
2. The award is for an Eligible Project and made in compliance with the IPAH Policy; and
3. The agreement has been approved as to form by the City Attorney.

The City Housing Division is directed to notify the City Manager and City Council of the following:

1. Any formal request for award of IPAH Funding for an Eligible Project; and

2. Any City Manager approval of an agreement for award of IPAH Funding.

SECTION 2. Delegation of Authority

The City Manager and City Housing Division staff are 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 Resolution.

SECTION 3. Effective Date.

This resolution shall be immediately effective upon adoption.

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

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
Exhibit A - Incentive Policy for Affordable Housing

INCENTIVE POLICY FOR AFFORDABLE HOUSING





PREPARED BY:

CITY OF FLAGSTAFF'S HOUSING SECTION

COMMUNITY DEVELOPMENT DIVISION

AMENDED MAY 2025

TABLE OF CONTENTS

1. OVERVIEW 2

2. DEFINITIONS 3

3. IPAH STANDARDS 7

4. IPAH PROCESS 10

5. INCENTIVES

5.1 Fee Waivers 11

5.2 Defer Development Fees for Market Rate Units 11

5.3 Fees Eligibility List 12

5.4 Expedited Review 13

5.5 Regulatory Incentives – Planned Affordable Option 14

5.6 Land Donation – Tax Deduction 16

5.7 Public Improvement Districts 16

5.8 In-lieu of Affordable Housing Contribution 16

APPENDIX A - Area Median Income Links 17

1. OVERVIEW

Decent, safe and affordable housing has been established by the City Council at one of its top priorities. The City Council has adopted policies that aim to further the goal of housing that is affordable within Flagstaff. The Incentive Policy for Affordable Housing (IPAH) incentivizes developments that commit to permanently affordable housing units. If a developer desires to take advantage of the incentives offered under the IPAH document, they would need to provide rental and/or ownership opportunities that have resale and rent restrictions placed on the units for the intended affordable housing population. This document provides a detailed description of the incentives offered to developers wishing to assist the community in addressing the need for affordable housing in Flagstaff.

In addition, the 2001 Regional Land Use and Transportation Plan established a series of goals and strategies to guide the development of decent and affordable housing. Further emphasizing the need for decent housing for the community, the 2005 Community Housing Policy Task Force, the 2006 Comprehensive Plan, and the 2008 Community Housing and Sustainability NEXUS Study (NEXUS Study) all put forth strategies to aid in the preservation and development of attainable housing. Specifically, it was recommended that the 2001 Affordable Housing Set-Aside Policy be updated to reflect the market changes and to further incentivize the development and preservation of housing that is attainable to citizens of Flagstaff.

The City of Flagstaff Incentive Policy for Affordable Housing (IPAH), formerly known as the Affordable Housing Set-Aside Policy is designed to foster the preservation and production of affordable housing units designed for those who live in Flagstaff. Encouraging the preservation and production of permanently affordable units and facilities intended for the Flagstaff community will assist in narrowing the deficit of all types of housing for households earning up to 150% of the Area Median Income (AMI). Affordable housing in Flagstaff must meet the needs and applicable regulations of the federal government, Arizona Revised Statues, the City of Flagstaff, and all other appropriate regulating entities.

The City of Flagstaff will continue to work with developers and builders of single-family, multi-family, and mixed-use developments that voluntarily choose to meet the IPAH criteria. As this is a defined need within the community, as delineated in the 2008 NEXUS Study, City staff encourages developers to review the incentives presented within this document, which support the creation of affordable housing within residential and mixed-use developments.

IPAH designates the Housing Section as the lead agency on housing policy issues and to foster partnerships with neighborhoods, non-profit housing providers, and the home-building industry to develop, finance, rehabilitate, relocate, and implement IPAH in the City of Flagstaff.

IPAH allows for incentives to be provided to the developer to create permanently affordable units within a development that meet the definition of Affordable Housing; thus requiring the Housing Section to catalogue additional incentives that may be advantageous to all parties identified during the review, construction, and inspection of housing developments and it requires collaborations among City divisions in implementing these suggested improvements.

The City of Flagstaff's Incentive Policy for Affordable Housing seeks to:

- Provide viable incentives to stimulate the development of permanently affordable housing.
- Provide viable incentives to stimulate the rehabilitation and redevelopment of permanently affordable housing.
- Provide viable incentives to stimulate the development of permanently affordable housing on vacant and redeveloped lots in new and existing neighborhoods.

2. DEFINITIONS

Affordability Controls: Affordability controls are mechanisms used to ensure that the sale or rental prices of the set-aside units stay attainable to households making a certain percentage of Area Median Income (AMI). These controls remain in effect for a specified period of time.

Affordable Housing: Affordable Housing is defined as housing or shelter that is developed or re-developed for households earning no more than 150% of the AMI for ownership and no more than 100% AMI for rentals. In order to avoid being cost burdened, households should not spend more than 30% of their gross income on housing.

Affordable Residential Uses: "Affordable Residential Uses" in the City of Flagstaff's Zoning Code (LDC) should be replaced by the term Affordable Housing.

Area Median Income (AMI): Area Median Income is an income level determined by the United States Department of Housing and Urban Development based on a variety of factors and representing wages and earnings in the community. Area Median Income is relative to family size and community dynamics. The links , as referenced in APPENDIX A, will be updated by the Housing Section Staff on an annual basis, as published by HUD.

Covenant: A covenant is a type of contract in which the covenantor makes a promise to a covenantee to do or not do some action. In real property law, the term real covenant is used for conditions tied to the use of land. A "covenant running with the land" imposes duties or restrictions upon the use of that land regardless of the owner.

Deed: A deed is a legal document signed by the seller of the property that transfers the title of the property from the seller to the buyer.

Deed Restriction: A deed restriction is a restriction or requirement that must be met by both the buyer and the seller before the property can be transferred to the buyer. Affordability controls provide that the property can only be rented or sold to households that meet the income eligibility criteria identified. Many municipalities use deed restrictions to enforce affordability controls.

Density Bonus: A density bonus is a developer incentive. It is a percentage of units that the municipality permits the developer to construct above and beyond what the zoning designation for that piece of property would otherwise allow.

Developer Incentives: Developer incentives, such as density bonuses, expedited permit processes, fee waivers, and resource reductions are given to developers to either encourage them to build affordable units within a development, or to compensate them for selling/renting the units below market to designated income populations.

Development Fee: A Development Fee is broadly defined as any fee paid to the municipally associated with the development of a project within Flagstaff, including Water and Wastewater System Fees and Impact Fees.

Expedited Permit Process: An expedited permit process allows a municipality to review and process a developer's application for building permits, zoning permits, and other permits, on a faster time schedule than usual. Expedited permit process is offered to a developer, if that developer includes affordable units within a development.

Fee Waiver: The City may waive certain municipal fees for developers, such as building permits, and entitlement fees, in exchange for the construction of a certain number of affordable units as part of the proposed development.

Housing Set-Aside: A housing set-aside in a development agreement provides for a developer to receive incentives for development in exchange for the "set aside" of a percentage of the total units to be affordable to designated income populations. For example, a 10% set-aside means a developer would provide one affordable unit for every ten market-rate units within a proposed development in exchange for density bonuses, expedited permitting, fee waivers or reimbursement, flexible design standards, or financial offsets. The affordable units shall be distributed proportionally throughout the development and phases (where applicable) and appropriately designed and integrated with market-rate units throughout the development. Thirty percent (30 %) of affordable units must be delivered in the first phase and the remainder of the units must be delivered proportionally based on years of build-out and phasing.

Income-Targeting: The income target is the household income level targeted to benefit from the pricing of the affordable units. Income level targeting is determined by looking at the needs and demands within the community. For example, a municipality may determine there is a need for housing for moderate-income level households, such as public safety employees, and thus income targeting would produce affordable units to the designated income populations.

Income-Tiering: Income-tiering is when categories of income levels are produced for which affordable units must be appropriately priced. For example, a municipality may decide that the affordable units in a development must be attainable for households that earn between 50% and 80% of AMI.

In-lieu of Attainable Housing Contribution: The City may permit a developer to make a fee in-lieu or cash payment, instead of constructing affordable units within the proposed development. Usually these payments are deposited in a housing trust fund or a similar restricted fund for the construction of other affordable units elsewhere within the City.

Market Rate: The market rate is the price that a residential unit would sell or rent for on the open real estate market without any subsidies or price restrictions.

Period of Affordability: The period of affordability is the length of time a unit is required to be sold or rented at a price affordable to the income level determined by the municipality. Periods of affordability are usually outlined and enforced through affordability controls, such as deed restrictions or covenants.

Permanent Affordability: Permanent Affordability is divided into two categories: rental and ownership. If a development participates in the voluntary Incentive Policy for Affordable Housing (IPAH) options for rental units, the period of affordability requirement is enforced for no less than 30 years and is subject to renewal. If a development participates in IPAH options for ownership units, the permanent affordability requirement for ownership is enforced at 99-years and is renewable.

Price Point: The price point is the price, or range of prices, a developer determines a unit would sell or rent for on the open market, based on design, location and size.

Rental Unit: A rental unit is a unit owned by one party and then leased to another.

Resale Restriction: A resale restriction is a requirement on the title of the property that must be met before the property is sold to another owner. Resale restrictions are used as an affordability control tool; for example, the sale of a unit might be restricted unless the new owner meets certain requirements outlined in associated documents.

Right of First Refusal: The right of first refusal prevents the sale of a residential property until a designated party has been offered the opportunity to purchase the property first. For example, if a municipality has the right of first refusal, then an affordable unit cannot be sold unless the municipality has been offered the opportunity to purchase the property first.

Second Mortgage Lien: A second mortgage lien is a claim or charge on a property for payment on a debt that is second in priority to the first mortgage. Some municipalities use second mortgages to enforce affordability controls, so if the owner attempts to sell the affordable unit to ineligible households, the municipality can enforce the lien and recapture the property.

Water and Wastewater System Fees: Water and Wastewater System Fees include any fee paid to the municipality for the connection to the municipal water and/or sewer system, and include the customer meter fees, capacity fee, service fee, connection fees, and any associated taxes.

Workforce Housing: "Workforce Housing" in the City of Flagstaff's Zoning Code (LDC) should be replaced by the term Affordable Housing.

Workforce Housing Project: "Workforce Housing Project" in the City of Flagstaff's Zoning Code (LDC) should be replaced by the term Affordable Housing.

Zoning Code: The City of Flagstaff currently operates under a zoning ordinance known as the Land Development Code (LDC). References in this document are made to the Zoning Code, as the LDC is undergoing a substantial re-write and will most likely be renamed. A zoning code divides a municipality into districts and outlines a set of enforceable regulations regarding the structure, design, and use of buildings within each district.

3. IPAH STANDARDS

3.1 As part of Council's housing policy goals, the Housing Section will be provided the opportunity to propose development and/or redevelopment as Affordable Housing for City-owned surplus property, where Council deems appropriate, except for land with a current, adopted Master Plan.

3.2 Incentive Policy for Affordable Housing initiatives involves an application and certification process. IPAH is available for rental and owner-occupied new construction and rehabilitated housing or shelter that meets the IPAH standards.

3.3 The proposed development or redevelopment will comply with the City of Flagstaff Zoning Code, the Regional Transportation and Land Use Plan, adopted Building Codes for the City of Flagstaff, Engineering Standards, and all mandatory sustainability measures adopted by City Council.

3.4 Developers of residential or mixed use developments that voluntarily provide a minimum of ten percent (10%) affordable housing units seeking rezoning of any kind or other discretionary land use approval will be able to benefit from the incentives offered by IPAH. Additionally, if the developer provides affordable housing in a district that permits residential uses then all regulatory, procedural, and program incentives in this Policy are applicable, provided that the developer complies with all other regulations of the districts. This Policy also allows utilization of all applicable procedural and program measures for residential development and redevelopment that is within the Established districts, provided that ten percent (10%) or more of units are affordable. In any event, utilization of any of the incentives is optional.

3.5 A variety of housing types, mixed income and affordable housing developments are encouraged throughout the City and within each neighborhood. Mixed-income means that the development includes at least 10% affordable housing units that are preserved as permanently affordable. Affordable housing that must comply with other federal, state, or local preservation time periods shall also be considered to meet the permanent affordability standards.

3.6 The housing units created for sale under IPAH must be owner-occupied. The eligible household must occupy the housing unit until the time of re-sale. Housing units created for rent under IPAH must have households be income certified on an annual basis.

3.7 The City, or an agency designated by the City, will certify Eligible Buyers and Eligible Renters in accordance with the income qualification rules of the Federal HOME program or other reasonable standards, which take into account income, family size, assets and other economic circumstances. Certification of Eligible Households shall apply to all subsequent households for the permanent affordability period. Failure to meet this requirement will be considered a breach of contract. Contract terms are outlined within individual development agreements.

3.8 The affordable units shall be distributed proportionally throughout the development and phases (where applicable) and appropriately designed and integrated with market-rate units throughout the development. Thirty percent (30 %) of affordable units must be delivered in the first phase and the remainder of the units must be delivered proportionally based on years of build-out and phasing.

3.9 Grandfather Clause: Opportunities to utilize IPAH may be available for projects that have not received final platting or site plan approval and that offer a minimum of ten percent (10%) affordable housing. The owner/developer/applicant is responsible for all modifications to plans and initiating the benefits of the incentives.

3.10 If a developer is considering permanently preserving housing stock that had an expiring period of affordability, they may take advantage of any incentives that are applicable to their application. The developer must also meet all other applicable requirements in order to receive IPAH incentives.

3.11 The owner/developer/applicant or others acting on behalf of the development entity may be required to execute an agreement, restrictive covenants, or other binding restrictions that run with the land in order to insure Permanent Affordability, in accordance with IPAH standards.

3.12 Developments providing permanent affordable housing located within the City of Flagstaff Urban Growth Boundary 1 and 2 (as defined in the 2001 Land Use and Transportation Plan or its successor) will be eligible for IPAH, as long as the development contains one of the following:

3.12.1 Transit Access - The proposed project must have a bus route located within 1/2 mile of the development by the time of eighty percent (80%) of completion; OR

3.12.2 The development must secure acceptance from Staff for a strategy to provide access to alternative transit. This strategy could include vanpool, park-n-ride, FUTS trail access, or service plans for seniors and persons with disabilities. It could also include direct access to several land uses that service residential customers, such as food sales, banking, general retail and other key services (Activity Centers); OR

3.12.3 The development must present documentation from NAIPTA that future service plans will establish a bus route located within previously defined distances to the site and funding must be identified for this route.

3.13 Design Standards apply to multi-family and mixed-use developments. These standards may be found or referenced within the City of Flagstaff Zoning Code.

3.14 Because the number of fee waivers and reimbursement opportunities are limited on an annual basis, as are the resources for expedited review, there is a first-come, first-served policy. Once a project receives Inter-Division Staff ("IDS") approval, resources may be set-aside for the applicable incentives at this time. If a project does not receive Final Plat or Site Plan approval within twelve (12) months of IDS approval, the funds will be allocated to the next available project.

3.15 Other Requirements:

3.15.1 Developers wishing to exercise the incentives within IPAH must have site control of the land/lots located within the city limits of Flagstaff. If the desired zoning is not in place, the applicant must also provide and meet all other applicable requirements in order to receive IPAH incentives.

3.15.2 Single-family units on infill lots receiving fee waivers must be completed, sold, and occupied within twenty-four (24) months of the execution of a contract, development agreement, or other binding restriction with the City or an approved third party. Multi-family, mixed-use and single-family units within a new subdivision's defined phase must be completed, sold, and/or occupied within thirty-six (36) months of the execution of a contract, development agreement, or other binding restriction with the City or an approved third party.

3.15.3 If a developer is planning to utilize a third party entity to provide permanent affordability within a given project, the developer and its representative must enter into a development agreement that clarifies the management, use, and oversight of the affordable components. This agreement is in addition to a deed restriction or affordability covenant to be recorded with the Final Plat or Site Plan.

3.16 Covenants must be in place as a written agreement that is recorded with the deed of the property. Covenants will apply to all future owners of the property or for a specified time period. The affordability covenant allows the agency with oversight to enforce the affordability controls. The covenants require that a property only be sold or rented to households that meet the income eligibility criteria. Covenants should run with the land, or bind each successive owner of the land.

3.17 In order to transfer the right of use to another qualified household, a deed restriction is put in place. These deed restrictions provide that the property can only be rented or sold to households that meet the income eligibility criteria identified. Deed restrictions such as these, with regard to affordability, are restrictions or requirements that must be met by both the buyer and the seller before the property can be transferred.

4. IPAH PROCESS

In order to begin the voluntary housing incentive process, an applicant should contact their staff representative to have a preliminary discussion about the project. A City representative will be the single point of contact and will be working in collaboration with a member of the Housing Section on the identified project. Staff will meet with the applicant to discuss potential incentives and benefits of IPAH Housing Incentives.

For Multi-Family, Mixed-Use, site plans, and single-family subdivisions, staff and the applicant establish the IPAH review timeline as well as initial incentive opportunities for the project. The applicant has until Preliminary Plat approval to commit to IPAH incentives. There may be exceptions to this timeframe and both the Housing Manager and the Planning Director will evaluate them on a case-by-case basis.

At the time a unit is ready to receive a Certificate of Occupancy (C of O), the IPAH applicant must demonstrate compliance with the approved pricing structure and covenants. Compliance is established through a meeting with a member of the Housing Section who will review the necessary documents. In addition, the party selected to review income verification data throughout the affordability period, including initial occupancy, will be contacted by the Housing Section to determine initial compliance.

The Final Plat or Site Plan shall identify the affordable units/lots and shall contain a notice, approved by the City that the deed to the affordable units/lots is subject to the terms of the development agreement, affordability covenant, and deed restrictions. The development agreement and affordability covenant shall provide that if the developer is not in compliance with the terms and conditions of the development agreement and other application regulations, the City reserves the right to withhold building or occupancy permits until the developer is in full compliance with the terms and conditions of the development agreement and/or other applicable regulations.

5. IPAH INCENTIVES

5.1 Fee Waivers

The City of Flagstaff may waive certain Building Permit and Planning fees for developments that the Community Development Director certifies as an IPAH development. The City may also permit the reimbursement of Water and Wastewater System Fees and Impact Fees for Police and Fire. Fee waivers and reimbursements are subject to a sliding scale based on the AMI served by the developer. The lower the AMI served, the greater the waiver and reimbursement percentages. All fees are subject to funding availability and funding may not be available when a project is approved.

The following pages provide the list of fees that may be waived or reimbursed for IPAH developments and the sliding scale of waivers and reimbursements based on the AMI served within the project.

Please note that fee waivers are *not* available for owners with outstanding Code violations, City tax or licensing violations, or violations on accessibility issues on units or projects with which the owning entity is affiliated. Fee waivers are also not available for owners with outstanding or overdue debts to the City.

5.2 Defer Impact Fees for Market Rate Units

Impact Fees, may be deferred until the unit is at certificate of occupancy stage. This option is available for all market-rate units that are constructed with twenty percent (20%) or more affordable housing units within the development.

5.3 IPAH Fees Eligibility List

City Department		Fee Type	Reimbursement or Waiver
Community Development			
	Zoning Fees	Rezoning Application Fees	25% Reimbursement
		General Plan Amendment	25% Reimbursement
	Subdivision Fees	Developer Master Plan	50% Reimbursement
		Concept Plan Submittal	Reimbursed
		Preliminary Plat Submittal	Waiver/Reimbursed
		Final Plat Submittal	Waiver
	Site Plan Fees	Site Plan Submittal	Waiver
		Concept Plan	Reimburse
		P&Z Review/Approval	Waiver
	Building Plan Review, Permit, and Inspection Fees	Building Permit Deposit Fees	Excluded
		Building Permit Fees	Waiver
		Plan Check Fees	Waiver
		Public Improvement Permit Fees	Waiver
		Plan Review Engineering	Waiver
		Over-the-Counter Permit Fees (standalone)	Excluded
		Police and Fire Impact Fees	Reimburse
Water Services Division		Water and Wastewater System Fees	Reimburse

Waiver and Reimbursement Scale (based on AMI served) for project providing **up to 20%** Affordable Housing

AMI Served	Percentage Waived or Reimbursed
60% AMI or Below	100%
61 – 80% AMI	75%
81 – 125% AMI	25%

Waiver and Reimbursement Scale (based on AMI served) for project providing **greater than 20%** Affordable Housing

AMI Served	Percentage Waived or Reimbursed
Below 80% AMI	100%
80 - 125% AMI	75%
126 - 150% AMI	25%

If a developer designs and constructs units that meet all mandatory and voluntary energy code expectations within an IPAH development (minimum of 20% affordable units), the developer may receive a 100% waiver and/or reimbursement for all units.

5.4 Expedited Review

IPAH developments are eligible for expedited review throughout the post-entitlement planning process, which is typically faster than the review time for a conventional development project. City staff will work with applicants to usher projects through review and inspection as quickly and efficiently as possible, on a timeline to be negotiated in a development agreement.

For Multi-Family, Mixed-Use, site plans, and single-family subdivisions, the applicant and staff must establish an IPAH review timeline as well as initial incentive opportunities for the project. Review timelines may be reduced by fifty percent (50%) for the affordable housing units within the development. In order to process the expedited review timelines, the applicant must commit a minimum of ten percent (10%) affordable units. If the developer wishes to have market-rate units qualify for expedited review, the developer must provide greater than twenty percent (20%) affordable housing units and will then be encouraged to submit like units under a block submittal.

The applicant has until Preliminary Plat approval to commit to IPAH incentives. There may be exceptions to this timeframe and both the Housing Manager and the Planning Director will evaluate them on a case-by-case basis.

The speed of the review also depends to a significant degree on the quality of the applicant's submittals and performance. Providing corrections, responding to comments, and ultimately securing an approval in a timely manner is a shared responsibility of both staff and the applicant. Expedited review may be discontinued if the applicant's design team fails to respond to comments in a timely manner.

In order for an applicant to obtain an expedited review (barring statutory requirements) through the entitlement process, a copy of the Affordable Housing Proposal signed by the Housing Manager certifying the developer's commitment to affordable housing, must be attached to the submittal.

In order for an applicant to obtain an expedited Engineering and Development Services Review, the permit for each affordable unit must contain a copy of the IPAH Certification Letter from the Housing section that is provided at time of Final Plat or Site Plan approval. All new buildings must comply with all codes in effect on the day the building permit application was filed. Building permit applications and other information can be retrieved at the Community Development front counter or at **http://flagstaff.az.gov/index.aspx?nid=494**.

5.5 Regulatory Incentives – Planned Affordable Option

Regulatory incentives are located within the City of Flagstaff's Zoning Code under the "Planned Affordable Option" and provide a commitment to a minimum of ten percent (10%) affordable housing units.

5.5.1 Density Bonuses and Flexible Design Standards for selected zoning districts have been incorporated into the current Zoning Code, under the "Planned Affordable Option". (See Table 10-04-002-0003 in City of Flagstaff's Zoning Code).

5.5.1.1 If Density Bonuses are used, the applicant may be allowed up to 50% of the bonus density to be market rate and the other 50% to be affordable – making sure that no less than 10% of the overall project is dedicated to affordable housing.

5.5.1.2 Minimum Open Space Ratios (OSR) have been reduced for selected zoning districts in the "Planned Affordable Option" of the current Zoning Code.

5.5.1.3 Minimum site areas have been reduced for selected zoning districts, which are identified in the "Planned Affordable Option" in the current Zoning Code.

5.5.2 Ten to twenty percent (10 – 20%) reduction in slope and forest resources protection levels in the Zoning Code commensurate with the percentage of affordable housing units provided (e.g., 10% affordable = 10% resource reduction in slope and forest protection, 12% = 12%, etc.), to a maximum of twenty percent (20%). A minimum of ten percent (10%) affordable housing units must be provided to be eligible.

5.5.3 In applicable districts, a project may receive a double counting of 50% of the resources that overlap (trees/slopes/floodplain), if the project provides up to 20% affordable housing. If the project provides greater than 20% affordable housing, then all resources that overlap may be double counted.

5.5.4 Parking Incentives:

5.5.4.1 Tandem Parking may be permitted as an incentive to satisfy two (2) parking spaces, so long as the parking does not extend into the Right-of-Way or defined set-backs.

5.5.4.2 Reduction of parking requirements - The incentive, as calculated in the Zoning Code, allows for a reduced count in necessary parking spaces based on the number of affordable housing units provided within a development**.**

5.5.4.3 Shared Parking - If a project includes affordable housing within mixed-use and infill developments, shared parking with non-competing uses is provided as an incentive (e.g. office space that operates during a typical work day hours and residential development). A Parking Demand Study may be needed to identify shared parking options.

5.6. Land Donation – Tax Deduction

Applicants may receive a tax deduction (IRS Publication 526) if land on which the units are built is dedicated to the City of Flagstaff. This allows long term administration of the permanent affordable units under the City of Flagstaff Community Land Trust Program. Any developer considering this option should consult with a tax professional to determine eligibility for a tax deduction.

If the developer chooses to work with a 3rd party on affordable housing efforts, they will need to review their process and procedures for land donations.

5.7. Public Improvement Districts

Public Improvement Districts are currently permissible in Arizona. Public infrastructure and related items may be available as an incentive to produce affordable housing in Flagstaff.

5.8. In-lieu of Affordable Housing Contribution

In specific circumstances, where the development is unable to provide lots that are financially feasible to construct affordable housing, the City may permit the developer to use incentives within IPAH and provide a comparable land or financial donation in order to provide affordable housing in other locations within Flagstaff. Opting to put forth a financial contribution must not be an incentive unto itself; it should accurately reflect the true cost of land for purchase and ultimate development for affordable housing.

APPENDIX A

Please see the City of Flagstaff's Housing Section website for current Area Median Income (AMI) tables for the Affordable Rental Program and the Affordable Homeownership Program.

Delegation of IPAH Funding Authority

Jennifer Mikelson,

Housing Planning Manager

About the Resolution

- Delegates authority to the City Manager to approve agreements between $100,000 - $1,000,000 with developers of affordable housing projects
- Funding comes from Incentive Policy for Affordable Housing and is used to pay for and/or reimburse City permits and fees
- Requires City Manager and Council notification of all IPAH funding requests and awards; **Council approval required for funding awards over $1,000,000**

IPAH Basics

Incentive Policy for Affordable Housing (IPAH)

- Adopted 2009, amended 2025
- Reduces or covers the cost of city permits and fees
- Annual allocation from General Fund
- +$2,000,000 spent so far
- Demand for financial incentives is growing

IPAH Award Process

- After budget allocation, staff reserve max funding amount for projects via agreements
- Agreements are between City and developer, City Manager signs
- Administrative approval is responsive to development process

IPAH Affordability Criteria

	Rental	**Ownership**
Minimum % Affordable	10%	10%
Area Median Income Limit	Max 100%	Max 150%
Period of Affordability	30 years	99 years

Questions

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER