

REGULAR COUNCIL MEETING
TUESDAY
NOVEMBER 2, 2021

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

ATTENTION

IN-PERSON AUDIENCES AT CITY COUNCIL MEETINGS HAVE RESUMED WITH LIMITED CAPACITY

The meetings will continue to be live streamed on the city's website
(<https://www.flagstaff.az.gov/1461/Streaming-City-Council-Meetings>)

*****PUBLIC COMMENT*****

WE ARE NO LONGER USING TELEPHONE COMMENTS

All verbal public comments will be given through a virtual public comment platform

If you want to provide a verbal comment during the Council Meeting, use the link below to join the virtual public comment room.

VIRTUAL PUBLIC COMMENT WAITING ROOM

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

AGENDA

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 legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

2. ROLL CALL

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

MAYOR DEASY
VICE MAYOR DAGGETT
COUNCILMEMBER ASLAN
COUNCILMEMBER MCCARTHY

COUNCILMEMBER SALAS
COUNCILMEMBER SHIMONI
COUNCILMEMBER SWEET

3. **PLEDGE OF ALLEGIANCE AND MISSION STATEMENT**

MISSION STATEMENT

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

4. **PUBLIC PARTICIPATION**

Public Participation enables the public to address the Council about an item that is not on the agenda. Comments relating to items that are on the agenda will be taken at the time that the item is discussed. If you wish to address the Council at tonight's meeting, please complete a comment card and submit it to the recording clerk as soon as possible. Your name will be called when it is your turn to speak. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone an opportunity to speak. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.

5. **PROCLAMATIONS AND RECOGNITIONS**

- A. **Proclamation:** Native American Heritage Month
- B. **Proclamation:** Family Court Awareness Month
- C. **Proclamation:** Alzheimer's and Caregiver Month

6. **CITY MANAGER REPORT**

- A. **City Manager Report**
Information Only
 - i. **Resolution in support of the Endangered Species Act**

7. **COVID-19 UPDATE**

- A. **COVID-19 Update**
This presentation is for informational purposes only.

8. **COUNCIL LIAISON REPORTS**

9. **LIQUOR LICENSE PUBLIC HEARINGS**

- A. **Consideration and Action on Liquor License Application:** Dara Sprinces Wong, "Vino Loco" 22 E. Birch Avenue, Series 07 (Beer and Wine Bar), Owner Transfer.

STAFF RECOMMENDED ACTION:

Open the public hearing.
Receive citizen input.
Close the public hearing.

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 no recommendation; or
- 3) 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 ITEMS**

All matters under Consent Agenda are considered by the City Council to be routine and will be enacted by one motion approving the recommendations listed on the agenda. Unless otherwise indicated, expenditures approved by Council are budgeted items.

- A. **Consideration and Approval of Contract:** An Energy Services Contract to NORESKO, LLC, in an amount not to exceed \$188,000 and authorize the First Phase of Project Implementation.

STAFF RECOMMENDED ACTION:

1. Award an Energy Services Contract to NORESKO, LLC, in an amount not to exceed \$188,000 and authorize the First Phase of Project Implementation; and
2. Authorize the City Manager to complete the necessary documents.

- B. **Consideration and Approval of Contract:** Stormwater Open Channel Maintenance On-Call Contract with Arizona Conservation Experience and Conservation Legacy.

STAFF RECOMMENDED ACTION:

1. Approval of the Stormwater Open Channel Maintenance On-Call Contract with Arizona Conservation Experience and Conservation Legacy, in a total amount for both contracts not to exceed \$100,000 per fiscal year; and
2. Authorize the City Manager to execute the necessary documents.

- C. **Consideration and Approval of Contract:** APS Level 2 Electric Vehicle Charging Pilot Agreement #156299 for a New Location at the City of Flagstaff Visitor Center.

STAFF RECOMMENDED ACTION:

1. Approve the APS Level 2 Electric Vehicle Charging Pilot Agreement #156299 for a New Location at the City of Flagstaff Visitor Center; and
2. Authorize the City Manager to execute the necessary documents.

11. **ROUTINE ITEMS**

- A. **Consideration and Approval of Preliminary Plat:** Request from Hunt Beaver, LLC for Preliminary Plat approval for Beaver Street Condominiums (case number: PZ-17-00187-04) - 8 residential condominium units located at 613 North Beaver Street on 0.33 acres to be developed using the T4N.1 (Transect) Zone standards.

STAFF RECOMMENDED ACTION:

Staff recommends, based on the required findings and the Planning and Zoning Commission recommendation of approval on October 13, 2021 (6-0 vote), the City Council approve the Preliminary Plat.

- B. **Consideration and Possible Action:** Un-suspend Rule 5.01 of the City of Flagstaff City Council Rules of Procedure.

STAFF RECOMMENDED ACTION:

Un-suspend Rule 5.01 of the City of Flagstaff City Council Rules of Procedure.

- C. **Consideration and Possible Adoption:** City Council Rules of Procedure

STAFF RECOMMENDED ACTION:

Approve the City Council Rules of Procedure dated November 2, 2021.

12. **REGULAR AGENDA**

- A. **Consideration and Adoption of Resolution No. 2021-48:** A resolution approving the designation of an applicant agent and authorizing the agent to apply for and sign on behalf of the City of Flagstaff for the receipt of funds from the Arizona Division of Emergency Management and Military Affairs Public Assistance Program.

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2021-48 by title only
- 2) City Clerk reads Resolution No. 2021-48 by title only (if approved above)
- 3) Adopt Resolution No. 2021-48

- B. **Consideration and Approval:** Letter of support for Coconino County Board of Supervisors preferred legislative districts map and redistricting procedures moving forward

STAFF RECOMMENDED ACTION:

Approve letter of support and provide direction regarding redistricting procedures moving forward.

13. **DISCUSSION ITEMS**

- A. **Discussion about 2022 Potential Bond Ballot Measures**

Staff will seek Council feedback on methods for collecting resident's feedback, desire to add infrastructure-related ballot items for further consideration, any dollar limitations for the bond recommendations, and how Council would like recommendations to be packaged by the Citizen Bond Committee.

14. FUTURE AGENDA ITEM REQUESTS

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

- A. Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Shimoni to place on a future agenda a discussion regarding the City's Engineering Standards as it relates to speed limits and design characteristics of roadways.

Council direction.

- B. Future Agenda Item Request (F.A.I.R.):** A request by Mayor Deasy to place on a future agenda a discussion regarding a rebate program for alternate energy on homes.

Council direction.

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

16. ADJOURNMENT

CERTIFICATE OF POSTING OF NOTICE

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

Dated this _____ day of _____, 2021.

Stacy Saltzburg, MMC, City Clerk

City Manager Report

Information Only

These reports will be included in the City Council packet for regularly scheduled Council meetings, excluding Work Session meetings. The reports are intended to be informational, covering miscellaneous events and topics involving the City organization.

Attachments: [City Manager Report](#)
[Draft ESA Resolution](#)
[Capital Project Map](#)
[Monthly Capital Report](#)
[Water Services Monthly Report](#)
[Sustainability Monthly Report](#)

City Manager's Report

October 29, 2021

Council and Colleagues, greetings. These reports will be included in the City Council packet for regularly scheduled Council meetings, excluding Work Session meetings. The reports are intended to be informational, covering miscellaneous events and topics involving the City organization. This report will include our monthly reports from Water Services, City Engineering and Capital Improvements, and Sustainability. We will also be recognizing three significant awards received by City employees. Finally, we will call out for discussion the Resolution in Support of the Endangered Species Act. In no particular order,

Governor's Heritage Honor Preservation Award

Lisa Deem was presented with a Governor's Heritage Honor Preservation Award on October 29th for her volunteer work with the Elden Pueblo Project. Lisa has served as program manager for nearly 20 years, securing funding and developing educational programs that connect learning and teaching with archaeology and culture. Lisa's efforts have connected thousands of students with the rich history of Elden Pueblo. We are incredibly proud of Lisa and her contributions! You can read more in this



Daily Sun article: [Elden Pueblo program manager receives Governor's Heritage Award | State-and-regional | azdailysun.com](https://www.azdailysun.com/elden-pueblo-program-manager-receives-governors-heritage-award/)

Congratulations Lisa! This is an amazing accomplishment and so well-deserved.

Officer of the Year

Officer Brian Smithart was presented with the prestigious award of "Officer of the Year" at the Flagstaff Exchange Club last week.

Officer Smithart previously attended Grand Canyon University where he graduated with a Bachelor's Degree in Justice Studies. He was hired in October, 2019, and attended the Phoenix Regional Police Academy. Upon graduation he was assigned to Patrol. He is a member of the FPD Rapid Response Team, and recently took over as our downtown walking beat officer, where he excels at community policing.

There is no higher honor than one of your peers recognizing you for your hard work. A fellow officer completed this nomination and stated the following: "I want to nominate Officer Smithart for this award. He has consistently demonstrated his commitment to this department. He comes to work with a positive and humble attitude every day."



From his fellow peers to the criminals on street, Officer Smithart treats everyone with an equal amount of respect and dignity that is consistent with the 4 C's of this department (*Policing Correctly, Consistently, Constitutionally and with Compassion*). For his success in adhering to these values, he has been selected as the Exchange club Officer of the year.

Congratulations Officer Smithart! You represent our City so positively, as reflected by this amazing achievement. Thank you!

Firefighter of the Year

City of Flagstaff Fire Department Fire Engineer Casey Gonzales is named the Flagstaff Fire Department Firefighter of the Year. Casey has been a Flagstaff Firefighter since August of 2014. He has served in the leadership of the United Flagstaff Firefighters as President for the last three years recently taking on the post of Secretary Treasurer.

“Casey’s leadership in the region was apparent in the early days of the pandemic impacts of 2020. His collaborative approach to working together allowed the fire department to quickly develop protocols and procedures to protect our firefighters so they could continue to serve the community. His service is characterized by that of the best examples of leadership, selflessness. He works tirelessly in service to others” – Chief Mark Gaillard.



Notably, Casey tirelessly worked to support the recent compensation plan transition to support the mission of the City Manager’s Office and the Human Resource Divisions implementation of the changes.

As Casey accepted the award at the amazing luncheon sponsored by the Flagstaff Exchange Club and Findlay Toyota, he directed the focus on the admiration and appreciation the firefighters have for our law enforcement brothers and sisters. He assured all the law enforcement officers present that “we have your back”.

Very humble and thoughtful, Casey. Thank you for your amazing contributions, and congratulations on this incredible achievement!

Resolution in support of Endangered Species Act

It has been requested from two Councilpersons to consider the adoption of a resolution in support of the Endangered Species Act (ESA), in an effort to further the local support for a lone gray wolf that has taken occupancy in the national forests north of Williams and Flagstaff. I am copying an excerpt below from the Grand Canyon Wolf Recovery Project that provides much more detail, and the request for this resolution:

ARIZONA GAME AND FISH DEPARTMENT WON'T LET WOLVES BE WILD

FLAGSTAFF, *Ariz.* – Conservation groups are voicing opposition today to the Arizona Game and Fish Department's pursuit to capture a solitary Mexican gray wolf who has been living peacefully in the national forests north of Williams and Flagstaff for over a month. There have been no documented human or domestic animal conflicts with the wolf and the agency seems motivated simply by its insistence that wolves stay south of Interstate 40 for reasons that are wholly political rather than based in science. In addition, the agency's relocation efforts pose a grave risk to this wolf in the context of active fire danger in the area.

"Arizona Game and Fish Department is unwilling to let wildlife be wild, apparently," said Sandy Bahr, chapter director for Sierra Club's Grand Canyon Chapter. "This animal migrated into good habitat, is eating native prey, and is not causing any problems. Yet the agency is still determined to push the wolf back across an arbitrary political line."

"We have long known that this area provides excellent habitat for wolves, and the wolves are proving that themselves by choosing to move here of their own accord," said Emily Renn, executive director of Grand Canyon Wolf Recovery Project. "Our community appreciates the important ecological role wolves play and welcomes wolves back to our area. It is time for the agencies to acknowledge that wolves belong here and leave them alone."

The wolf, named "[Anubis](#)" by seventh graders in an annual pup-naming contest, was born in spring 2020 to the Dark Canyon Pack of the Gila National Forest in New Mexico. It is natural for young wolves to disperse long distances and seek out new territories, and the habitat Anubis encountered north of I-40 contains abundant elk and good hiding cover. The Arizona Game & Fish Department has initiated and paid for the capture efforts underway so far, including expensive aerial efforts that entailed a plane and a helicopter last week.

"I would hate to see this wolf removed or relocated. My family and I understand that by living in the forest, we need to coexist with the animals who live here too," said Jeff Meilander, a Baderville area resident and founder of the Flagstaff EcoRanch. "We are thrilled that one of the few wild wolves in Arizona has taken up residence here and think it's incredibly cool that he is successfully hunting elk and adding to the biodiversity of Northern Arizona."

"The Department has engaged in Mexican wolf recovery for many years, but this action is heavy-handed and reflects an unwillingness to let wild wolves be free," said Cyndi Tuell, Arizona and New Mexico director of Western Watersheds Project. "Their management decisions here appear to be based on fear and politics rather than wolf behavior or science."

Scientists have concluded that establishing a population of wolves in the Grand Canyon region of northern Arizona is necessary for Mexican gray wolf recovery as part of the [larger recovery efforts throughout the Southwest](#). The agencies responsible for the reintroduction program have the opportunity right now under a [court order](#) to revise the management rule to allow dispersing wolves to move north of I-40 and contribute to recovery.

"This dispersing Mexican gray wolf has bravely ground-truthed much of a regional wildlife movement pathway that connects New Mexico's wild Gila, across the Mogollon Rim into northern Arizona, and up to Grand Canyon," said Kelly Burke, executive director of Wild Arizona. "He's showing us that the science is right on wolf recovery. Let's not set recovery back by this state agency's misguided effort to capture him."

The Coconino and Kaibab National Forests are currently closed to the public due to extreme fire risk. Violating national forest closures and fire restrictions carries a mandatory appearance in federal court, punishable as a Class B misdemeanor with a fine of up to \$5,000 for an individual or \$10,000 for an organization, or up to six months in prison, or both.

Mexican gray wolves are protected under the Endangered Species Act. Killing a Mexican wolf is a violation of the Federal Endangered Species Act and can result in criminal penalties of up to \$50,000, and/or not more than one year in jail, and/or a civil penalty of up to \$25,000.

Also, here is a story that was just published today in the Sedona Red Rock News about the wolf: <http://www.redrocknews.com/2021/06/25/wolf-anubis-roams-now-closed-national-forests/>.

There is just as much likelihood that the wolf would be hit by a car, shot, or close to humans in the current recovery area south of I-40 if they move him back there as he could encounter here, so we should focus on keeping him safe wherever he chooses to roam instead of putting him through the stress and risk of a capture effort. He has managed to make this ambitious journey so far without being seen, so AZGFD should give him some credit!

Thank you,
Emily Renn

Emily Renn
Executive Director
Grand Canyon Wolf Recovery Project
P.O. Box 233
Flagstaff, AZ 86002
(928) 202-1325
www.gcwolfrecovery.org
Follow us on Facebook, Twitter, and Instagram @gcwolfrecovery

The draft resolution is attached to this report, and this item will be called out for discussion. Should the Council elect to proceed with it, we will have it placed on the next agenda for ratification.

That is all for now Council. Appended hereto are the monthly reports from Sustainability, Water Services, and Capital Improvements. Enjoy!

City of Flagstaff

A RESOLUTION IN SUPPORT OF THE ENDANGERED SPECIES ACT

WHEREAS, the City of Flagstaff government exists to enhance the health, safety and quality of life for all residents and recognizes that a healthy planet is an integral part of the city's economy, society, and culture; and

WHEREAS, the City of Flagstaff has a responsibility to current residents and future generations to protect and conserve threatened and endangered species and their habitats; and

WHEREAS, the Endangered Species Act was passed in 1973 by a bi-partisan majority of Congress and signed into law by President Nixon in order to protect not only individual species, but the healthy landscapes upon which all life depends;

WHEREAS, a review of nationwide polling data going as far back as 1996 shows that bi-partisan support for the Endangered Species Act has stayed strong and stable over the years; a 2015 national poll found 90% of Americans support the Endangered Species Act and 68% of voters are more likely to support members of Congress who back environmental safeguards;

WHEREAS, protecting animal and plant species from extinction and habitat destruction benefits our own welfare by providing clean air, clean water, medicines, food pollination, buffer zones from severe weather, and a multitude of ecological services that provide economic benefits via diverse outdoor recreation opportunities, and more; and

WHEREAS, according to U.S. Fish and Wildlife Service data, the Endangered Species Act has saved from extinction over 99% of the species designated for protection, putting hundreds of endangered species of animals and plants on the path to recovery; and

WHEREAS, Northern Arizona contains some of the best remaining habitat for species such as the Mexican gray wolf, Black-footed ferret, Mexican spotted owl, Northern leopard frog, California condor, Narrow-headed gartersnake, Razorback sucker and many more; and

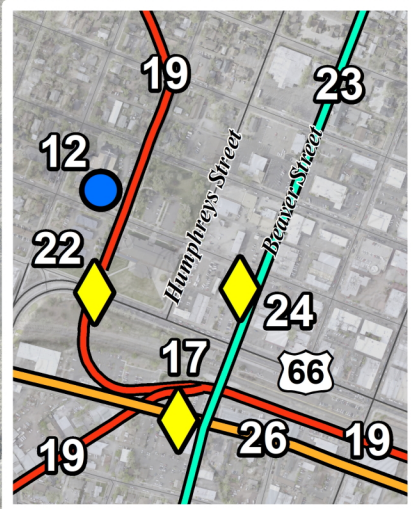
WHEREAS, recovery of the Mexican gray wolf and other threatened and endangered species on Northern Arizona's vast mosaic of public lands will help to restore health and natural balance to those lands; and

WHEREAS, studies in areas where endangered wolves have been brought back have shown that tremendous economic benefits to local communities can be achieved through wolf related tourism; and

WHEREAS, the Endangered Species Act encourages and is compatible with programs that provide economic incentives to landowners engaged in effective endangered species and habitat conservation that can benefit both landowners and endangered species;







THEREFORE, BE IT RESOLVED, that the Flagstaff City Council strongly supports the Endangered Species Act and encourages the United States Congress to maintain its funding and enforcement while working to promote the restoration of threatened and endangered species in northern Arizona.

Capital Improvements Projects



● **Pre-Construction**
◆ **Under Construction**

October 2021

Number	Name	
1	J.W. Powell Specific Plan Study	
2	USGS Flagstaff Science Center Campus - Build to Suit	
3	La Plaza Vieja Traffic Calming	
4	Beulah Boulevard Extension / University Drive Realignment	
5	Coconino Estates Improvements Phase II	
6	West Flag Improvements - David and Hutcheson	
7	West Flag Improvements - Canyon Terrace	
8	Coconino Estates Improvements Phase I	
9	Fourth Street Reconstruction	
10	Lockett/Fourth Roundabout	
11	Lone Tree Overpass Project	
12	Library Entrance	
13	East Route 66 and El Paso Flagstaff Waterline Extension	
14	Huntington Waterline Replacement	
15	Switzer Canyon Transmission Main Phase IV & V	
16	Summit Waterline Replacement	
17	Phoenix Avenue Bridge and Waterline Replacement	
18	Bonito Loadout Station Replacement	
19	Rio de Flag Flood Control Project	
20	Steves Boulevard Wash at Soliere	
21	Wildcat Hill Wastewater Treatment Plant (WHWTP) Digester Complex	
22	Route 66 ADOT Bridge Replacement Project	
23	Protected Bike Lane Pilot Projects (Butler Ave & Beaver St)	
24	Old Municipal Court Demolition - Future Temporary Parking	
25	Museum Fire Flood Mitigation/Division D	
26	Downtown Mile	
27	Woody Way	
28	ATMP (Citywide) See website: www.flagstaff.az.gov/atmp	
29	Boulder Pointe - University Avenue Traffic Calming	
30	Woodland Drive Speed Concern	





ENGINEERING DIVISION
Capital Improvements Section

Monthly Capital Projects Report
October 2021

Honorable Mayor & Council,

Our reporting continues to include only projects that have experienced substantial progress.

The attached map is a comprehensive view of all active projects in our community, either in planning, design, or construction.

Active Transportation Master Plan

On September 13, 2021, the City released the draft Active Transportation Master Plan (ATMP) for a 60-day public comment period. The ATMP will serve as a guide to enhancing walking and biking in Flagstaff. The draft document includes detailed information regarding pedestrian and bicycle accommodation and establishes a series of goals, policies, and strategies to support walking and biking.

- A community survey is available online through the Flagstaff Community Forum until November 19, 2021 to gather public comment. [Follow this link](#) to access the survey.
- A series of five community open houses are planned during the 60-day public review period to inform the public, discuss the contents of the plan and provide opportunity for community questions and feedback. Two open houses have been conducted via Zoom to date:
Wednesday, September 29, 2021 | 6:00 - 7:00 p.m.
Thursday, October 7, 2021 | 6:30 - 7:30 p.m.
Recordings of the first two community open houses have been posted on the [FUTS Facebook](#) page. Three more open houses are upcoming, including one in-person meeting and two virtual:
Saturday, October 16, 2021 | 10:00 a.m. - 12:00 noon @ Bushmaster Park
Tuesday, October 19, 2021 | 12:00 noon - 1:00 p.m. [online via Zoom](#)
Wednesday, October 27, 2021 | 5:30 - 6:30 p.m. [online via Zoom](#)
- Rick Barrett and Martin Ince of the Engineering Division were [interviewed by Peter Bruce on KAFF radio](#) on Tuesday, October 5, 2021.
- Staff continues to refine the 20-year program of pedestrian and bicycle projects that will be funded with the pedestrian/bicycle portion of the transportation sales tax and Mountain Line's first/last mile grant. An interactive map of planned sidewalks, bikeway, FUTS trails, enhanced crossings, and grade-separated crossings is available at [this link](#).
- The ATMP will be accompanied by a minor amendment to the Regional Plan to incorporate infrastructure maps from the ATMP and some of its general language. A draft of the minor Regional Plan amendment [can be viewed here](#).
- The 60-day public review period ends on November 19, 2021. At that time staff will compile public comment and make any changes to the plan as necessary. The final process for review and approval is scheduled for late-2021/early-2022. Final Council approval is anticipated in March of 2022.
- The [draft ATMP can be downloaded here](#). For more information, [go to the ATMP webpage](#).

City of Flagstaff



DRAFT **Active Transportation** **Master Plan**

Woody Way

A citizen petition was submitted to Council for discussion on September 23, 2021 to make Woody Way a one-way street westbound, while still allowing for emergency vehicular access. Staff gave a presentation to Council explaining background of the Woody Way Gate and touched on some of the data that has been, and will be, collected. Since this issue has already been in the hands of the Transportation Commission, Council decided to not allow the FAIR item to move forward and to let the Commission make a recommendation to Council on a decision for the connector roadway.

Project Update:

- The item was discussed at the Transportation Commission meeting on October 6, 2021. Staff recommended three options, while also mentioning a few other options that citizens have brought up. The three recommended options include:
 1. Leave Woody Way open
 2. Close Woody Way
 3. Make Woody Way a one-way roadway (EB or WB)
- A few other options that citizens have brought up include:
 1. Prohibit parking on both sides of Woody Way
 2. Prohibiting parking on Highland Mesa and Ax Handle
 3. Install traffic calming
 4. Making Ax Handle/University a one-way loop using diverters
- There were 19 public comments on this topic. Transportation Commission unanimously recommended that Council keep Woody Way open to two-way traffic movement and to all modes of travel, but asked that Staff come up with mitigation options for some of the concerns voiced by the Boulder Pointe neighborhood. Once staff has come up with some mitigation options, a new Council date will be scheduled and invites will, once again, be sent to both neighborhood HOA's.



Woody Way, looking west from Boulder Pointe to Presidio

Woodland Drive Speed Concern

Citizens have concerns with speeding and parking. Concept drawings for traffic calming were put together and presented at Transportation Commission in December of 2020. Temporary traffic calming measures including candlestick traffic circles at Maricopa and Trail of the Woods and a radar feedback sign on the east end have been installed. 10/7/2021 Update: New data was collected to determine if the temp traffic calming measure have worked and the 85th percentile speed has decreased by 4 mph. The new information was presented to the Transportation Commission during the October 6th meeting and three options were given.

- Keep the design as it is in the field (2 traffic circles with a radar feedback sign) and move forward with finding funding for making the features permanent
- Make little tweaks to the temporary setup. An example is adding bump outs to the eastern calming feature in the eastbound direction. This would not need to be studied again before we move forward with finding funding for making the features permanent, but we would like to make the tweaks before the first snow to test plowing operations this winter.
- Try a whole new option. Examples include the center island medians, choker, etc. The new setup would need to be implemented before the first snow and then traffic counts would need to be taken again in the Spring.

Transportation Commission decided to have Staff make some tweaks to the design of the traffic circle at Woodland Dr. and Maricopa after hearing from the neighborhood.



Boulder Pointe – University Avenue Traffic Calming

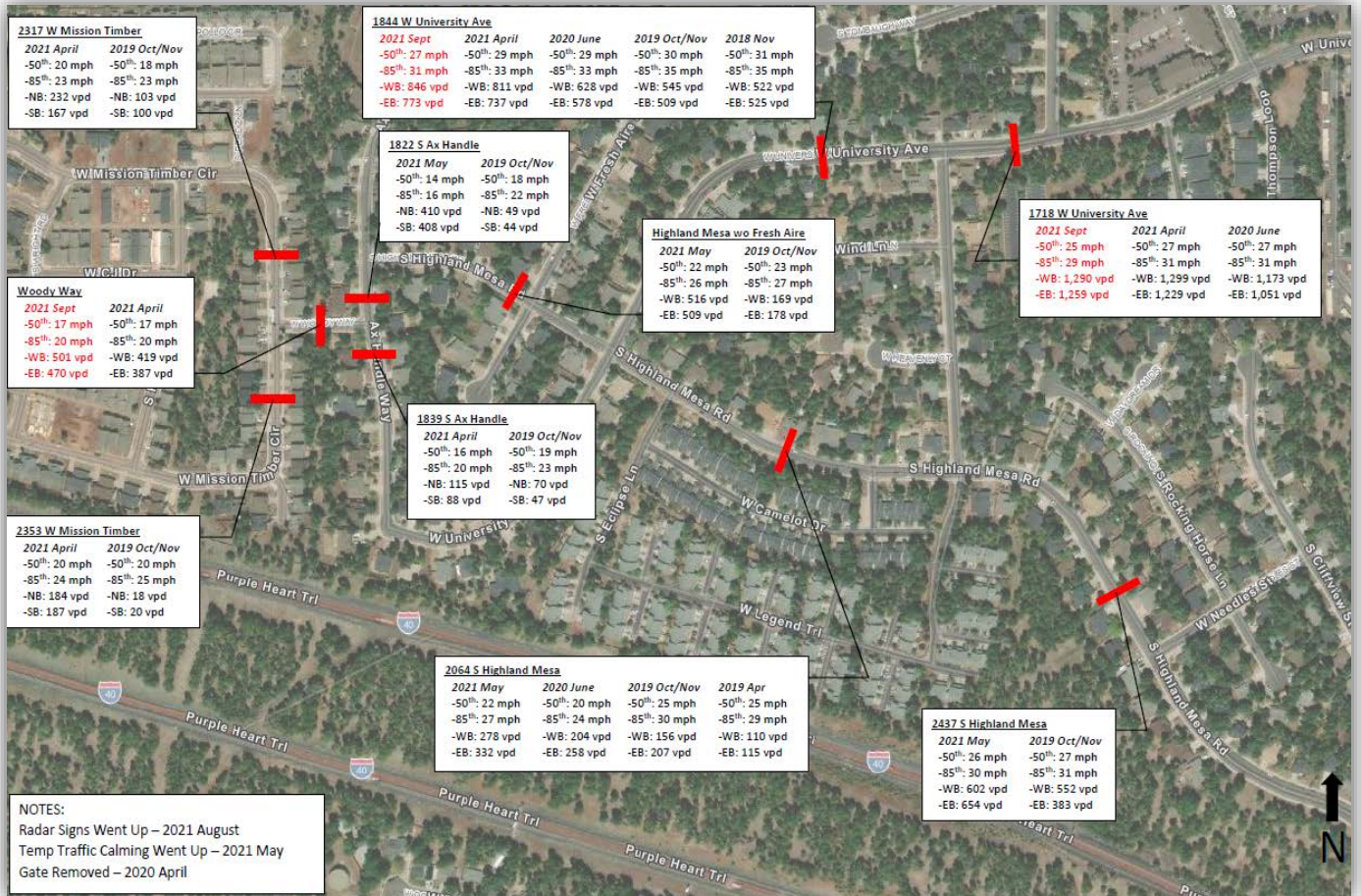
Through the removal of the Woody Way gate that once separated the neighborhoods of Presidio and Boulder Pointe, Staff discovered that speeds on University are high enough to warrant traffic calming measures. We have presented to Transportation Commission concepts for traffic calming and invited the public and HOA's for input. The outcome was to install temporary center island medians and a bump out using candlesticks, along with a radar feedback sign at each end of the straightaway on University. Public Works installed the temp traffic control along University in June 2021.

10/7/2021 Update: Traffic counts have been collected to see if the temp traffic calming measure have worked and the 85th percentile speed has decreased by 2 mph in both locations on University. The new information was presented to the Transportation Commission during the October 6th meeting and three options were suggested:

- Keep the design as it is in the field (2 center island medians and a bump out with radar feedback signs) and move forward with finding funding for making the features permanent
- Make little tweaks to the temporary setup. Examples include adding bump outs to the western calming feature, adding bike ramps, etc. This would not need to be studied again before we move forward with finding funding for making the features permanent, but we would like to make the tweaks before the first snow to test plowing operations this winter.
- Try a whole new option. Examples include traffic circles, chokers, etc. The new setup would need to be implemented before the first snow and then traffic counts would need to be taken again in the Spring.

There were five public participants that spoke to this topic. Transportation Commission asked Staff to make tweaks to the design to allow for bicycles to maneuver through the eastern calming feature, without putting them on the sidewalk for the proposed 150-ft. An idea was to acquire some ROW from the church property to the south of Tombaugh and extend the intersection south. Staff will come back to TC in December to talk about property research, layout ideas, and proposed cost.





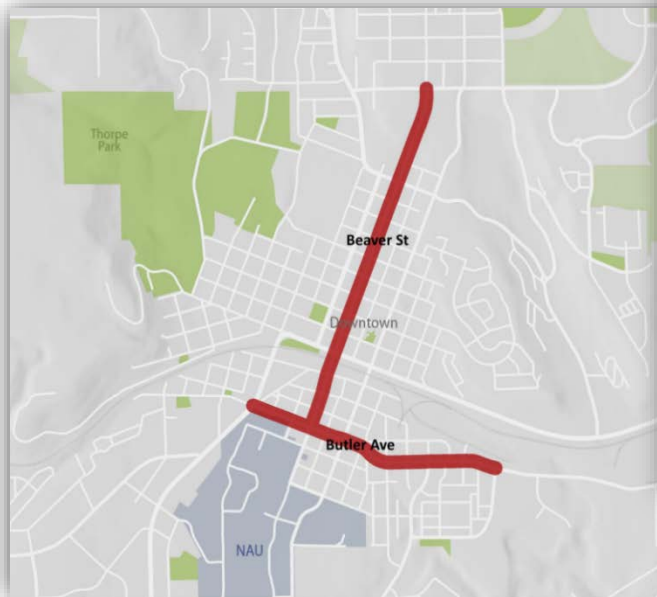
Protected Bike Lane Pilot Projects (Butler Avenue & Beaver Street) (DESIGN & CONSTRUCTION PHASE)

FUND: TRANSPORTATION TAX (BICYCLE AND PEDESTRIAN PROJECTS)

Description – At Council’s July 6, 2021 meeting, staff was directed to pursue two pilot projects intended to enhance the safety and overall experience of the community’s cyclists in our downtown area. Depicted in the map below, Council directed staff to move forward with the concrete & candlestick treatment (see image below) on both pilot projects with a target completion by December 30, 2021. The Butler Ave pilot project’s scope consists of the approved treatment and some additional striping between Milton Rd. and Sawmill Rd., approximately 0.9 miles. The Beaver St. pilot project’s scope consists of the approved treatment, some lane obliteration and restriping, where applicable between Forest Ave. and Butler Ave., approximately 1.2 miles.

Project Update:

- A Task Order for the Phase I – Butler Avenue work has been issued to Eagle Mountain Construction (EMC) in the amount of \$538,650.
- Phase II – Beaver Street plan set was sent to the contractor Wednesday, September 15th and a change order was approved to incorporate Phase II into Phase I.
- We have approved a curb design on September 15th and EMC will work with their vendor to get them started with fabrication.
- Traffic tube counts were taken week of October 4th on Butler and camera was placed on Butler October 6th to capture bike counts, then October 7th on Beaver
- EMC and its subcontractor will be doing obliteration of existing striping for Phase II – Beaver Street on October 14th and Phase I - Butler Avenue on October 18th.
- Pavement markings for Phase II will begin on October 15th and Phase I on October 19th.
- Curb barriers have been ordered and delivery is expected to begin the week of October 25th.
- Both Phases are expected to be complete by the end of December 2021 depending on availability of materials and subcontractors as well as favorable weather conditions.



Museum Fire Flood Mitigation/Division D (DESIGN & CONSTRUCTION PHASE)

FUND: STORMWATER

Description: The Engineering Division is providing support to Water Services' Stormwater Section and to Coconino County's Flood Control District for emergency operations and flooding associated with the 2021 Monsoon Season.

Project Update:

- Emergency Channel Widening Project at end of Paradise Road.
 - Construction began on 13 September and should be completed by mid-October.
- Providing Project Management services for the Spruce Wash Improvements (Cedar – Dortha).
- Assisting with property acquisition for Spruce Wash Channel Maintenance.
- Flood Director Assignments.
- Providing Stormwater Section Support including overflow flood mitigation, debris/sediment clean-up and development of a flood gate detail for use on properties that have perimeter sandbags to allow driveway access when flooding is not occurring.
- Performed public property damage assessment.
- Working to identify property acquisition needs along E. Appalachian Drive, E. Skyline Drive, E. Hemberg Drive, E. Matterhorn Drive and N. St. Moritz Way.



Pre-Construction Image of Channel Widening Project at North End of Paradise Road.



Image Taken on 6 October During Walkthrough Meeting of Channel Widening Project.

La Plaza Vieja Traffic Calming (CONSTRUCTION PHASE)

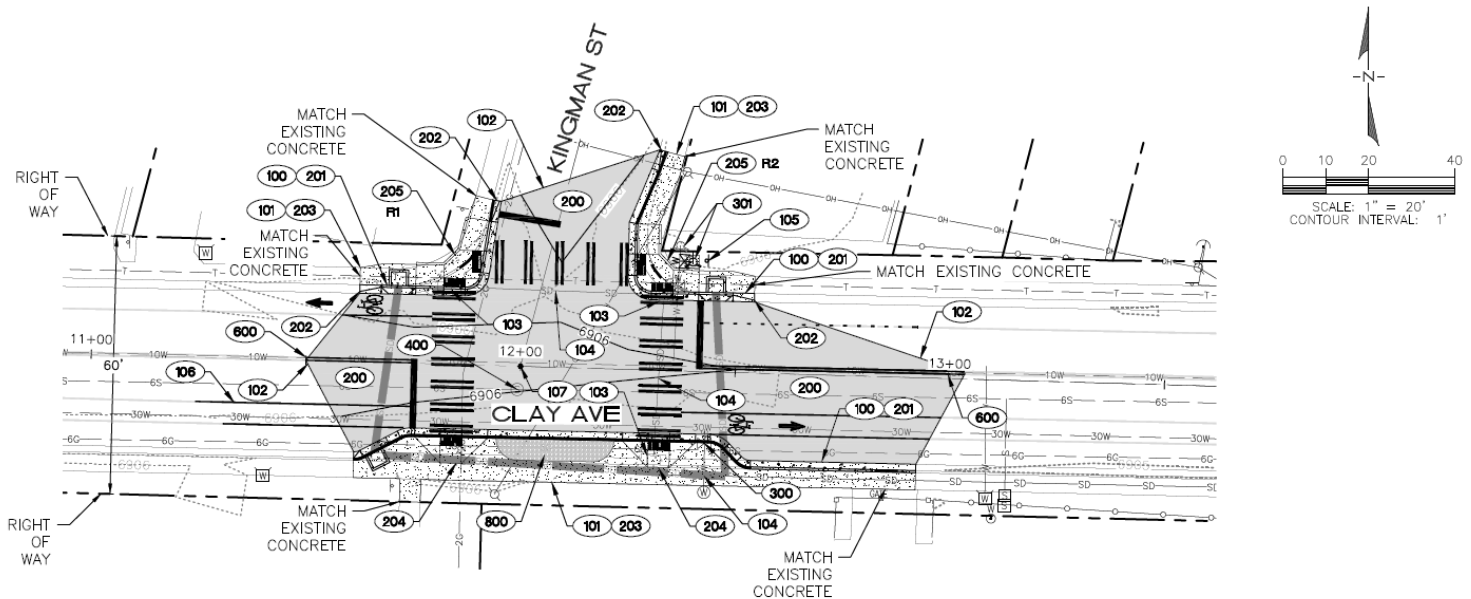
FUND: TRANSPORTATION TAX (SAFETY) & HOUSING [CDBG] ALLOCATION

Description – The project is assisting the neighborhood by improving pedestrian safety of crosswalks, sidewalks, bike lanes and storm drainage at the Kingman Street and Florence Street/Malpais Lane intersections along Clay Avenue.

Contractor – Kinney Construction Services

Project Update:

- Capital Improvements is assisting Comprehensive Planning.
- City has secured additional funding and the project will complete improvements at one intersection, Kingman Street and Clay Avenue.
- A pre-construction meeting was held on September 21, 2021.
- The Notice to Proceed was issued for October 6, 2021. The contract duration will be 60 days. Completion of the project is expected for December 5, 2021.
- Provisions for Rehabilitation & Construction Community Development Block Grant (CDBG) Projects will be used to administer the project. CDBG funding conditions require full expenditures by April 2022.
- Traffic Control Plans will be implemented and will require extensive detours and lane restrictions. The traveling public is encouraged to seek an alternate route.



Plan of Proposed Improvements

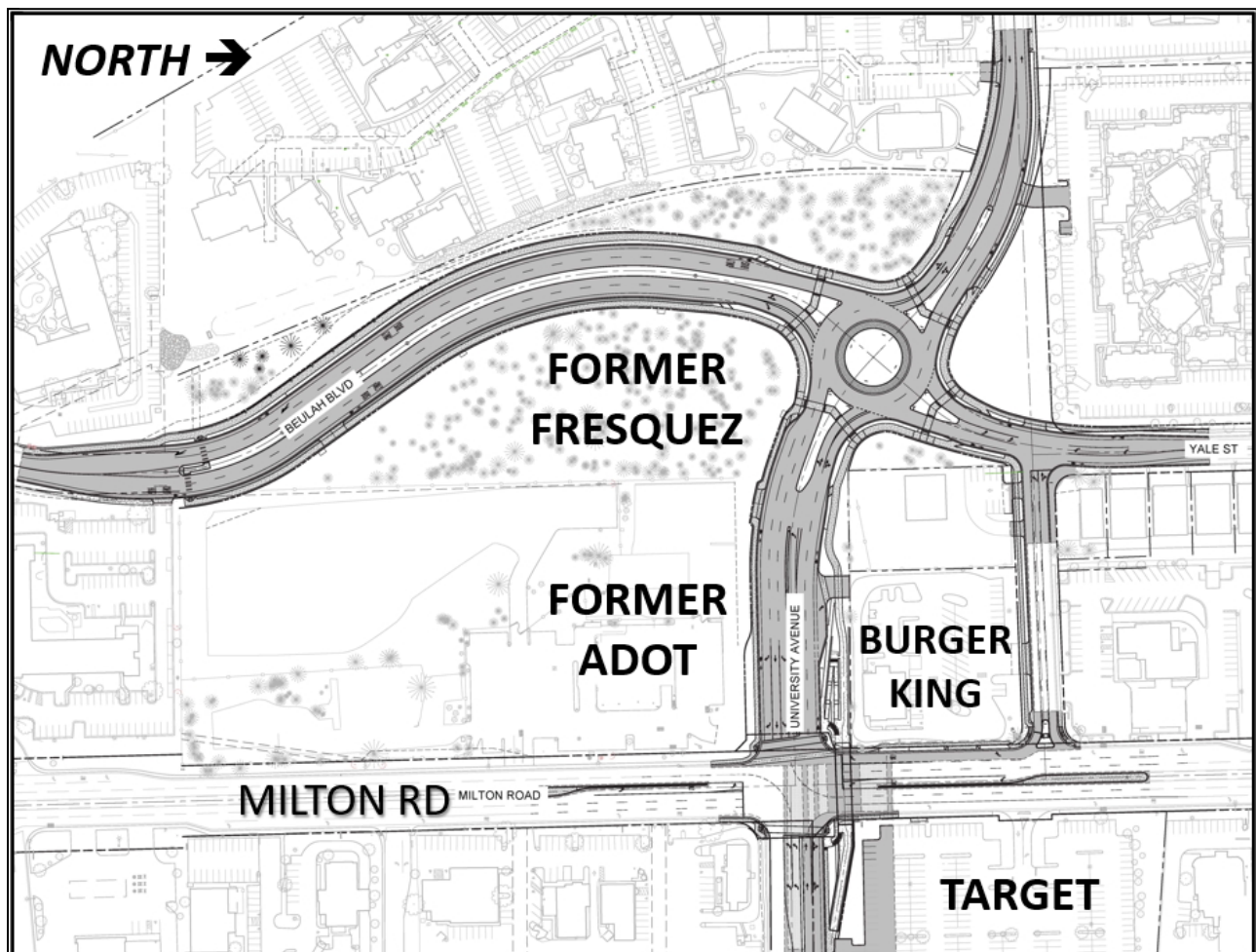
Beulah Boulevard Extension/University Drive Realignment (DESIGN PHASE)

FUND: TRANSPORTATION TAX (STREETS)

Description – This project extends the northern terminus of Beulah Boulevard to connect with University Drive. Furthermore, University Avenue (west of Milton) will be realigned to match up with University Drive (east of Milton). A new roundabout will be constructed where Beulah Boulevard and University Drive will intersect.

Project Update:

- Shephard-Wesnitzer, Inc. (SWI) is the design engineer.
- Eagle Mountain Construction (EMC) is the CMAR contractor for design phase services.
- City Staff presented the Bike and Pedestrian Redesign work at the October 5th City Council Meeting.
- The Design Team now working on moving design plans toward 90% level, which is the next review stage with project stakeholders.



Extent map of new Beulah and University Roadway Project – taken from 60% plans.

USGS Flagstaff Science Center Campus - Build to Suit (DESIGN PHASE)

FUND: GENERAL GOVERNMENT

Description – This project will bring new improvements to the USGS Flagstaff Science Center Campus, located just south of Buffalo Park. There will be two existing buildings demolished (buildings 3 and 4), and two new buildings constructed (buildings 7 and 8). One of the new buildings will be a new lab and office facility while the second building will be a new warehouse. These two new buildings will require a minimum certification from the U.S. Green Building Council's Leadership in Energy and Environmental Design (USGBC) of "Green Building Rating System" of "LEEDTM Silver for New Construction (NC)."

Project Update:

- Construction costs have increased 70% in the past five years making the project, as originally scoped, unfeasible under the current Council-approved lease agreement.
- City Staff met with GSA Staff in mid-September to review the cost estimates and discussed potential options.
- City Staff is finalizing a memo to update the team and City leadership on where the project stands and options moving forward.



*USGS Flagstaff Science Center Campus.
Buildings to be constructed are shown in orange.
Buildings 3 and 4 (shown with red X) will be demolished.*

Coconino Estates Improvements Phase II (CONSTRUCTION PHASE)

FUND: ROAD REPAIR & STREET SAFETY & AGING WATER AND SEWER INFRASTRUCTURE REPLACEMENT PROGRAMS

Description - This is a utility and roadway improvements project located on several streets in the Coconino Estates neighborhood as seen in the map below. Improvements on the streets generally consist of replacing all existing utility and roadway infrastructure. The utility improvements include replacing the existing water and sewer mains, water and sewer services, fire hydrants, and manholes. The roadway improvements include replacing the existing asphalt roadway, replacing rolled curb with vertical curb, constructing driveway ramps at driveway entrances, and replacing select sidewalk only where it currently exists on Crescent Drive. Sidewalk will NOT be installed where it does not currently exist. For additional information visit the Project website at www.coconinoestates.com

Contractor - Standard Construction Company

Project Update:

Crescent Drive (Construction Zone #1)

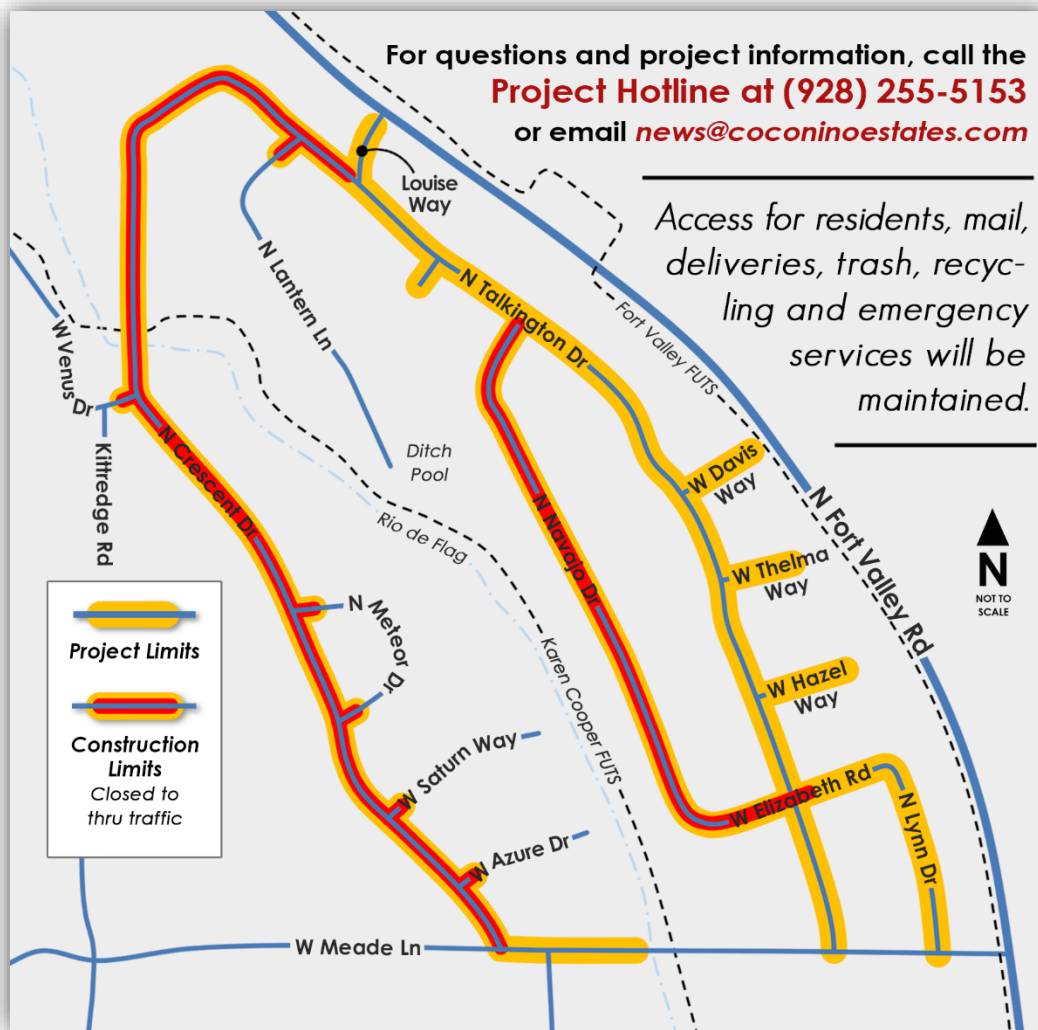
- Crescent sewer installations south of the Rio de Flag were completed the week of 9/13/2021.
- New sewer main installations connecting the Crescent and Rio de Flag sewer mains, in order to abandon the existing sewer main between Crescent and Lantern, were completed the week of 9/27/2021.
- Sewer main installations will continue on Crescent north of the Rio de Flag to the Talkington corner.
- Crescent will be closed to through traffic from Meade to the Talkington/Louise intersection, with detours posted around the closure for non-residential traffic.

Navajo Drive (Construction Zone #1)

- Sewer installations will begin on Navajo and Elizabeth west of Talkington the week of 10/11/2021.
- Navajo will be closed to through traffic from the Elizabeth/Talkington intersection to Talkington.



Crescent Dr. and Rio de Flag, looking north at the new sewer main installations connecting Crescent and Rio de Flag sewer mains.



Coconino Estates Improvements Phase II Project Map

FUND: ROAD REPAIR & STREET SAFETY

Contractor - Mountain High Excavating

- Water main and water/sewer service installations are complete on David, testing and connections remain.
- Concrete curb, driveway, and sidewalk installations continue on David working north from William.
- Storm drain improvements continue on David.
- Sewer main installations on Hutcheson are complete.
- Water main and the Unisource gas main relocation were completed on Hutcheson the week of 9/13/2021.
- Water services, gas services, and sewer service installations will continue on Hutcheson.
- David and Hutcheson will be closed to thru traffic from William to Fine, with detours posted around the closure.



West Flag Improvements - Canyon Terrace (CONSTRUCTION PHASE)

FUND: ROAD REPAIR & STREET SAFETY

Description - This is a utility and roadway improvements project located Canyon Terrace Drive as seen in the map below. The Project originally included David Drive and Hutcheson Drive and was bid as one project in the spring of 2020 but was pulled at the end of the bidding process given the economic and funding source uncertainties due to the COVID 19 Pandemic. It was decided to split the Project into two separate projects consisting of 1. David/Hutcheson and 2. Canyon Terrace. Improvements on the streets generally consist of replacing all existing utility and roadway infrastructure. The utility improvements include replacing the existing water and sewer mains, water and sewer services, fire hydrants, and manholes. The roadway improvements include replacing the existing asphalt roadway and select curb and gutter. For additional information visit the Project website at www.Flagstaff.az.gov/westflagimprovements.

Contractor - Mountain High Excavating

Project Update:

- Sewer main installations are complete.
- Water main installations were completed the week of 9/27/2021.
- Water and sewer service installations continue.
- Work zones will vary during the service installation work.



*Canyon Terrace Dr.
south wye, looking south
at service construction.*



Canyon Terrace Vicinity Map

0 140 280 560 840 1,120
ft



FLAGSTAFF, ARIZONA

Coconino Estates Improvements Phase I (CONSTRUCTION PHASE)

FUND: ROAD REPAIR & STREET SAFETY

Description – This is a utility and roadway improvements project located in the Coconino Estates neighborhood on Beal Road from Rockridge to Fort Valley, Navajo Drive from Navajo Road to Murray, Whipple Road from Navajo Drive to McMillan, and Navajo Road from Navajo Drive to Fort Valley. Improvements on the streets generally consist of replacing existing infrastructure with new, including water and sewer mains, water and sewer services, fire hydrants, storm drains, streetlights, the entire asphalt roadway, and defective select edge improvements (curb & gutter, sidewalk, etc.), except for Whipple Road which will only receive a new water main. There will also be new infrastructure added consisting of underground electric lines for streetlighting and sidewalk on both sides of the street where it does not currently exist on Beal Road, Navajo Drive south of Beal, and on Navajo Road. For additional information visit the Project website at www.coconinoestates.com.

Contractor – Eagle Mountain Construction

Project Update:

A new way of communicating project information has just been started with the recent installation of a new project sign and banner prototype that include a QR code for the public to scan and view more information on the Project website.

Navajo Road (Construction Zone #1)

- Majority of improvements are complete.
- Final signage remains.
- Navajo is open to all traffic; however, temporary shoulder closures may occur as the remaining items of work occur.

Navajo Drive south of Beal (Construction Zone #2)

- Majority of improvements are complete.
- Final signage, landscape restorations, and various Punchlist Items remain.
- Navajo from Hopi to Whipple is closed to thru traffic, with detours posted around the closure.

Beal Road (Construction Zone #3)

- Utility improvements are complete on Beal from the Rio de Flag to Fort Valley.
- Beal was paved from the Rio de Flag to Fort Valley the week of 9/6/2021.
- Utility adjustment were completed on Beal from the Rio de Flag to Fort Valley the week of 9/13/2021.
- Final concrete sidewalk and driveway installations continue on Beal from Navajo to Fort Valley.
- Landscape installations continue on Beal from the Rio de Flag to Fort Valley.
- Water installations from Aztec to the Rio de Flag were completed the week of 9/27/2021
- Construction activities on Beal, west of the Rio de Flag, will pause for the winter and will shift focus onto Navajo Drive north of Beal.
- Beal is closed to thru traffic from Aztec to Fort Valley, with detours posted around the closure.

Navajo Drive north of Beal (Construction Zone #3)

- Crews will begin saw cutting the roadway from Beal to Whipple in advance of sewer installation.
- Navajo from Hopi to Whipple is closed to thru traffic, with detours posted around the closure.

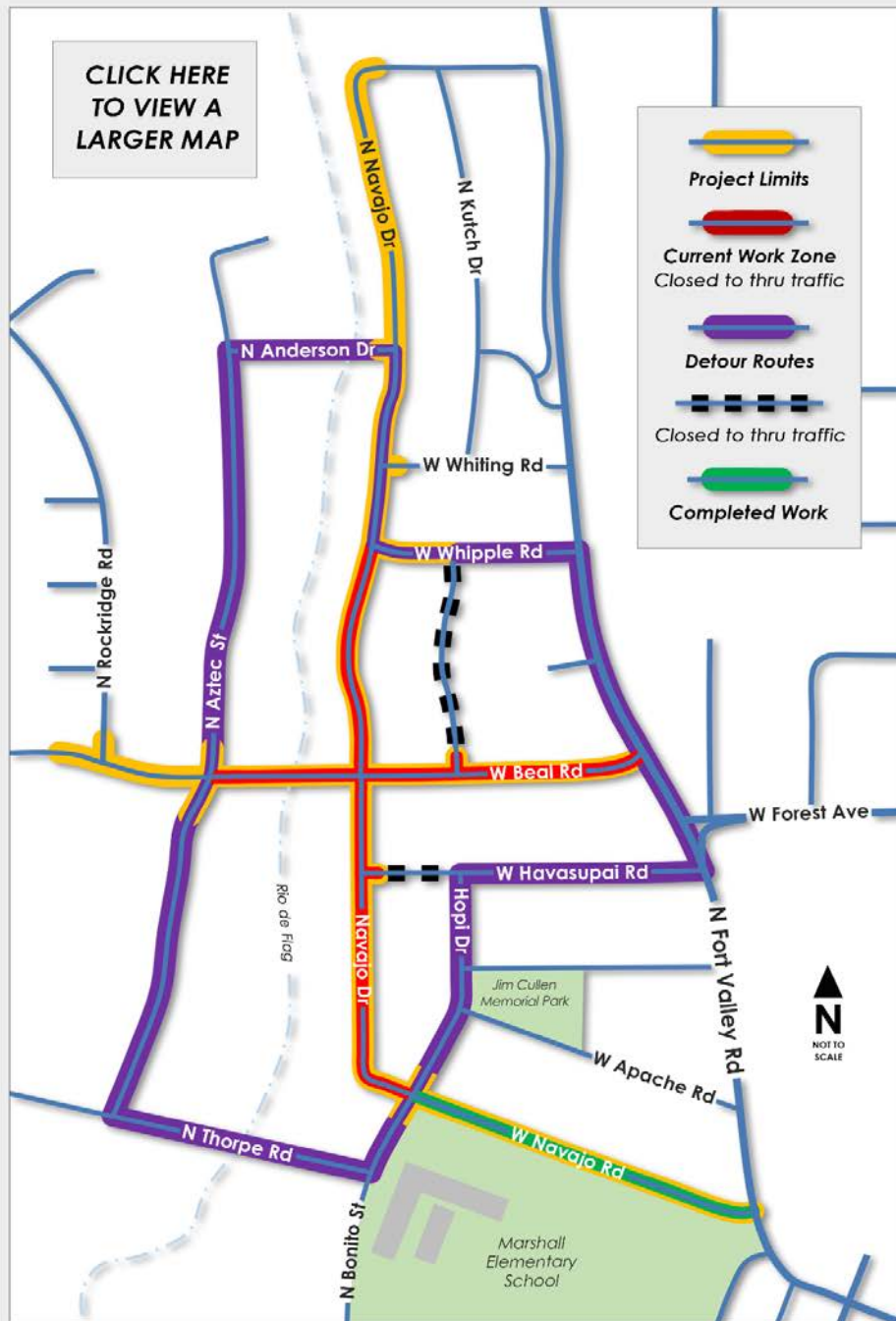


Beal Rd. west of McMillian Rd., looking east at final concrete and landscape restoration operations.



Beal Rd. west of Rio de Flag, looking west at water main and service installations.

CLICK HERE
TO VIEW A
LARGER MAP



For general questions
and project
information, call the
Project Hotline at
(928) 255-5153
or email
news@coconinoestates.com



Residential access for mail, deliveries, trash,
recycling, and emergency services will be
maintained. No Mountain Line bus routes
are affected during this time.

Current road closures and detours.

Fourth Street Reconstruction (CONSTRUCTION PHASE)

FUND: TRANSPORTATION TAX (RENEWED TAX)

Description – The project is on Fourth Street from the Soliere Avenue intersection, southerly to just past the Sparrow Avenue intersection. The work will construct a new pavement section with two northbound and two southbound lanes and a center turn lane, northbound dedicated right-turn lanes from Fourth Street onto Sparrow Ave. and onto Soliere Avenue, new streetlights, new traffic signals at Soliere Avenue, new 12" water main and new 8" water main, curb and gutter and new sidewalk. The reconstruction work will connect with the recently completed bridge replacement project.

Project Update:

- Issues with software and hardware components of the traffic signals were preventing signal operation optimization. Streets crews rectified the situation and signals are now working in normal operational modes.
- We are waiting on the arrival and installation of streetlights and street signs. Supply chain issues continue to slow completion of the project.
- Traffic control was removed on Friday, Sept. 10th, however the project is not fully complete and some impacts to traffic are expected over the next few weeks.
- Final striping, pavement markings, were installed on Sept 28-30th.
- Punchlist items are generally complete, except for survey, signals, and streetlights.
- Street names signs scheduled for installation during first week of October.
- All items should be complete, and project finalized by mid-October.



Fourth Street Reconstruction –Initial Striping installed

Flagstaff Downtown Mile Project (PLANNING AND DESIGN PHASE)

FUND: TRANSPORTATION, STORMWATER, AGING INFRASTRUCTURE, BNSF RAILWAY, METROPLAN, GRANTS

Description - The Downtown Mile Project consists of a group of City and local agency projects located in Downtown Flagstaff and surrounding the BNSF Railway corridor. They include:

- The Rio de Flag Flood Control Project
- The Rio de Flag Pedestrian Tunnel
- The Lone Tree Overpass
- The Florence to Walnut Pedestrian Underpass
- The Mountain Line Downtown Connection Center (DCC)
- The Milton Bridge Reconstruction



The City has partnered with ADOT, BNSF Railway, Mountain Line, Amtrak, and the Army Corps of Engineers for the overall Downtown Mile Project in order to coordinate existing funding, plan construction efficiencies surrounding the BNSF corridor, investigate multimodal connectivity, and to seek grant funding for unfunded

BNSF mitigation measures to deliver these projects for the Flagstaff community. The City applied for a USDOT RAISE Planning Grant in July 2021 to fund these planning activities and the award notice is anticipated for November 2021. We are seeking \$1,980,000 in RAISE federal dollars and our matching funds will be \$1,080,000 from the City and MetroPlan, and \$100,000 from BNSF for a total budget of \$3,160,000 which will supplement existing local project funding.

The current updates for the projects included in the Downtown Mile are as follows:

Rio de Flag Flood Control Project (Design Phase)

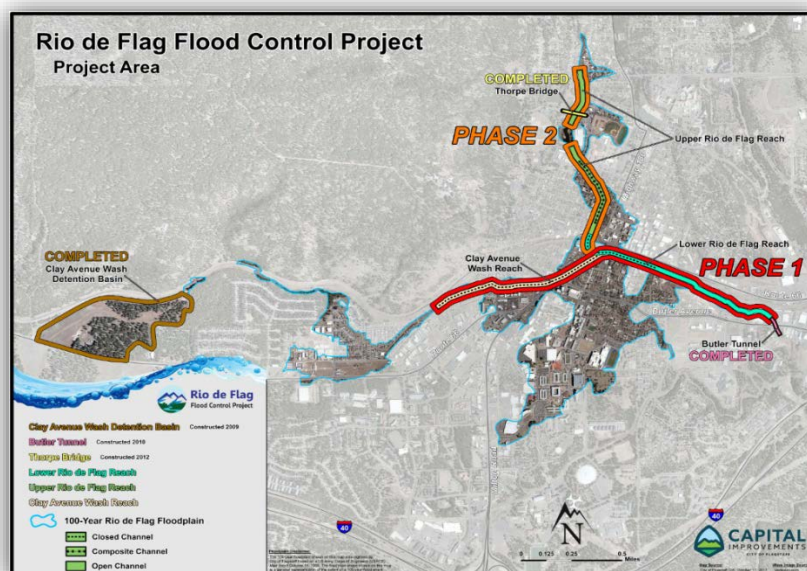
FUND: STORMWATER & AGING INFRASTRUCTURE

Description - Design consists of channel improvements along both the Rio de Flag and Clay Avenue Wash channels through central Flagstaff and includes a combination of underground concrete box culverts, open channel, and composite channel. The composite channel section has both an underground culvert to carry large volumes of water and a smaller open channel on top, which will provide an aesthetic element of flowing surface water during rainfall events. Total project length is approximately 15,000 feet.

The purpose of the Rio de Flag Flood Control Project is to remove the hazards associated with the hundred-year storm event, which include property damage, life safety concerns, and community economic impacts. From research conducted by the Army Corps, it was determined that a significant flood would damage approximately 1,500 structures valued at over \$916M and cause \$93M in economic damages, for a total impact of over \$1 Billion dollars.

Project Update:

- Work continued this month on refinement of the design plans and development of the real estate documents.
- Rio de Flag and Mountain Line DCC coordination meetings were held on September 8 and 15. Discussion items included ParkFlag lot parking and site plan coordination with the Rio de Flag design plans.
- On October 5, the City and Army Corps Rio de Flag team held an all-day meeting to review the status, schedule, and action items for the real estate acquisition.
- On October 6, an executive meeting was held between the City, Army Corps, BNSF, and Senator Kelly's office to discuss the project status and expediting the Construction and Maintenance Agreement between the City and BNSF for the Lower Reach portion of the project. Action items included reporting out on the RAISE grant award in November and the Milton Bridge concept design review meeting, which will be held October 13. The group set a tentative date for our next meeting in November/December 2021.



Rio de Flag Pedestrian Tunnel (Design Phase)

FUND: STORMWATER & AGING INFRASTRUCTURE

Description - The Rio de Flag Pedestrian Tunnel will be constructed along with the flood control channel improvements under the BNSF corridor. The undercrossing will also be constructed under the ADOT Route 66 corridor. This will be a FUTS facility which will link north downtown and City Hall with the Southside neighborhood and the future Mountain Line DCC. Project progress will be reported in the Rio de Flag Flood Control Project item above.

Lone Tree Overpass Project (DESIGN PHASE)

FUND: TRANSPORTATION

Description - The Lone Tree Overpass Project will provide a grade-separated crossing over the future Rio de Flag drainage and the BNSF Railway corridor from Butler Avenue to Route 66. Funding for this project is provided through voter approved bonds as designated in the 2018 Proposition 420. The project will also include improvements from Butler south to Sawmill Road, which will be funded by Proposition 419. The project will be delivered via the Design-Build process and the team includes Ames as the contractor and WSP as the prime design consultant.

Project Update:

- On September 9, the project team met with BNSF Railway to discuss the relocation on the rail corridor for the bridge construction. We have established a preferred alternative which is now under review with BNSF Engineering and Operations staff.
- On September 30, the first public meeting was held for the project. This was a virtual meeting and approximately 35 individuals joined in the discussion. Comments included questions on roadway access for the industrial neighborhood, intersection design, bike and pedestrian facilities, and road speeds.
- Property acquisition is proceeding with appraisals, relocations, and offers to property owners. On October 5, Council approved relocation activities for property acquisition.
- The review of the Traffic Impact Analysis (TIA) is still underway with ADOT with comments anticipated by the week of October 11.
- On October 5, the project Draft Design Report was submitted to City staff for review and comment.



Florence to Walnut Pedestrian Tunnel (Design Phase)

FUND: TRANSPORTATION

Description - Design consists of a FUTS undercrossing of the BNSF corridor that will link Walnut Street and Florence Street in the La Plaza Vieja neighborhood. This project is in the approved La Plaza Vieja Neighborhood Specific Plan and is designed and funded. Upon investigation of the final rail relocation, the design will most likely need to be modified.

Milton Bridge Reconstruction (Planning Phase)

FUND: STORMWATER, AGING INFRASTRUCTURE, AND TRANSPORTATION

Description - The City is currently investigating reconstruction of the existing Milton Bridge structure to accommodate a third mainline track for BNSF and to provide a standard bridge clearance. The current clearance is 13'9" and the standard height is 16'6". The realignment and reconstruction will allow the City to construct the structures for both the Florence to Walnut pedestrian undercrossing and the Rio de Flag flood way and pedestrian tunnel while minimizing operational impacts and construction risk to the BNSF mainline. A minimum of two active tracks are required to be maintained for BNSF operations.

Project Update:

- roadway. Phase I of the bridge reconstruction concept study is under review with the City and partner agencies. Phase I investigated basic feasibility of reconstructing the BNSF rail and ADOT Milton
- On October 13, the City, BNSF, ADOT, Amtrak, and Mountain Line will meet to review the findings of the Phase I study and give notice to proceed for Phase II of the study, which will provide refined design to 30%, cost estimating, construction phasing, and utility relocation.

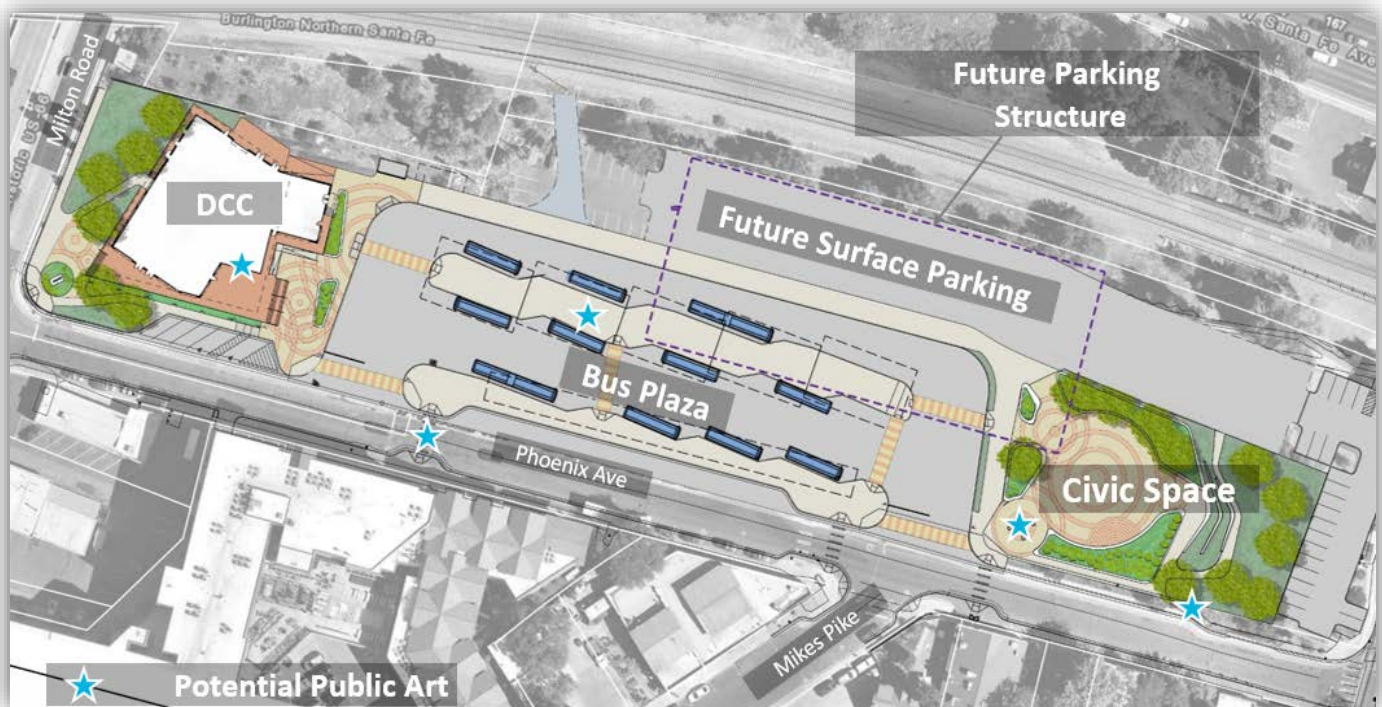
Mountain Line Downtown Connection Center (Design Phase)

FUND: GRANT

Description - The Downtown Connection Center is included in the Downtown Mile project report due to the City's partnership with Mountain Line for developing the site and the opportunity to plan the facility with multimodal connections with the rest of the Downtown Mile projects. There are also current discussions for future co-location of the Amtrak Station.

Project Update:

- Rio de Flag and Mountain Line DCC coordination meetings were held on September 8 and 15. Discussion items included surface lot parking and site plan coordination with the Rio de Flag design plans.
- Mountain Line and Amtrak representatives will attend the October 13 meeting to review the findings of the Milton Bridge Phase I study.



Old Municipal Court Demolition and Temporary Parking Lot (Construction Phase)

FUND: COURT USER FEES AND BOND FUNDS

Description - The old Municipal Court Facility and Prosecutor's buildings located at 15 N. Beaver Street are slated for demolition and the parcel will be improved to provide temporary public parking. These parcels will be considered for future development, with input from the Downtown Visioning Plan that is underway.

Project Update:

- The City has relocated the CenturyLink/Lumen utility line from the exterior of the Court Building so demolition can occur.
- The site will be prepped the week of October 11 and demolition will proceed the week of October 18.
- After demolition, concrete sidewalk will be installed and the site will be graded for asphalt paving, which is anticipated the week of November 8.
- ParkFlag will manage the future parking stalls on the new lot for public parking.



Old Municipal Court Building

Library Entrance (DESIGN PHASE)

FUND: BBB - BEAUTIFICATION

Description – Project to bring Library Entrance into ADA compliance with new handicap ramp and new overall vision for the entrance. Public art will be incorporated into project and an artist is being brought onto the design team. Project includes upgrades to landscaping, handicap-accessible parking, parking lot, and hardscape.

Project Update:

- The project team, working with the artist, fabricator, and Risk Management, has addressed the safety concerns brought up at City Council.
- The project team will continue work on project phasing details and maintaining access to the Library throughout construction.
- The project is approaching 90% design completion.
- Project is incorporating IT Fiber conduits to support the Broadband Master Plan and future connections.
- Construction plans should be submitted for review in October.



Library Entrance Project-Rendering of selected concept plan

East Route 66 and El Paso Flagstaff Waterline Extension (CONSTRUCTION PHASE)

FUND: AGING INFRASTRUCTURE

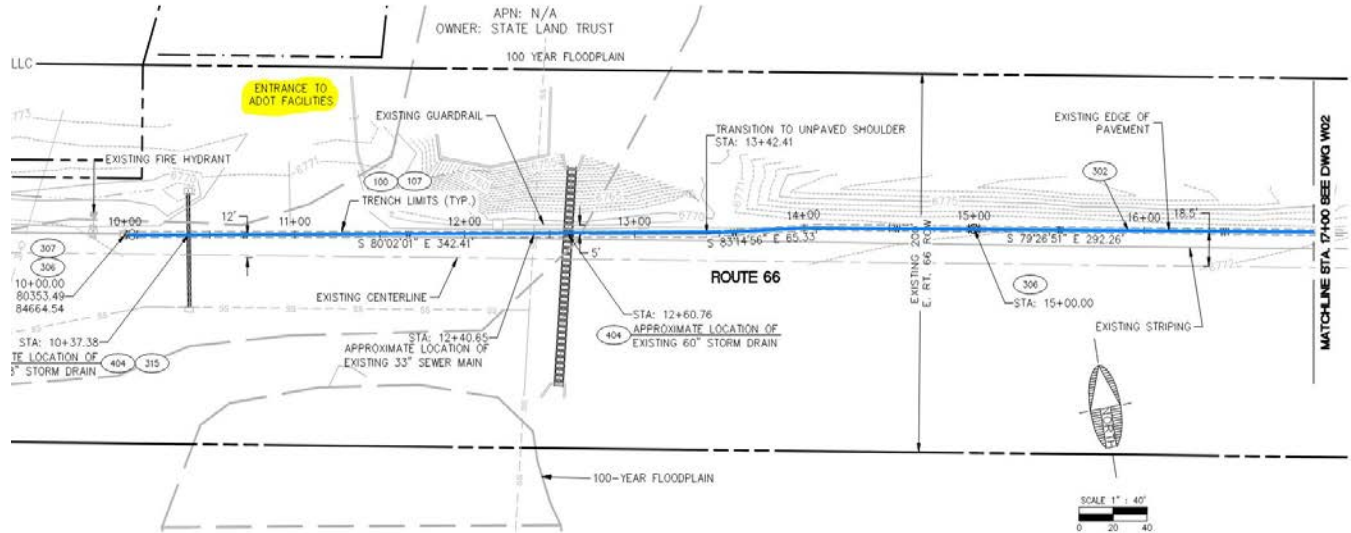
Description – A utility improvements project that extends the 12" ductile iron waterline approximately 2,450 linear feet from approximately the intersection of Test Dr. and Rt. 66 to the intersection of El Paso Flagstaff Rd. The waterline extension continues north, up El Paso Flagstaff Road towards the Wildcat Hill Wastewater Treatment plant, with approximately 1,600 linear feet of new 8" ductile iron waterline. The project also calls for a repaving of El Paso Flagstaff Road for the extents of the waterline extension.

Contractor – Scholz Contracting, LLC

Project Update:

- The construction contract was awarded at the October 5th Council meeting, and Scholz Contracting has been notified of the award.
- The project has been added to the working calendar for an October 5, 2021 award of a contract to construct.
- The contractor with the apparent low bid is Scholz Contracting out of Mesa AZ.
- Due to material shortages and supply delays, the project is expected to start in Spring of 2022 with expected completion in Summer of 2022.

Current civil plan set in review, blue line represents the starting point of the waterline extension that begins just west of the ADOT facilities driveway and Rt 66 intersection.



Huntington Waterline Replacement (CONSTRUCTION PHASE)

FUND: AGING INFRASTRUCTURE

Description - The Project consists of installing 3,000 LF of new 16" ductile iron waterline, and associated roadway improvements. Included in the project will be new water services, fire hydrants and air release valves. The existing waterline in this area is over 60 years old. This project is part of the City's ongoing aging water infrastructure replacement program.

Contractor - Sellers and Sons, Inc.

Project Update:

- Project work has started, the awarded contractor, Sellers and Sons, has mobilized equipment and materials to the site. Potholing investigative work and clearing of the site has begun.
- The contractor has installed 1,250 LF of 16" DIP water line.
- Coordination continues with property owners for removal of materials and to begin allowing access for project work.
- For the week of October 4th, night work has been approved for the project work that takes place in Ponderosa Parkway.
- Completion of the project is anticipated by spring 2022.



Installation of the 16" waterline

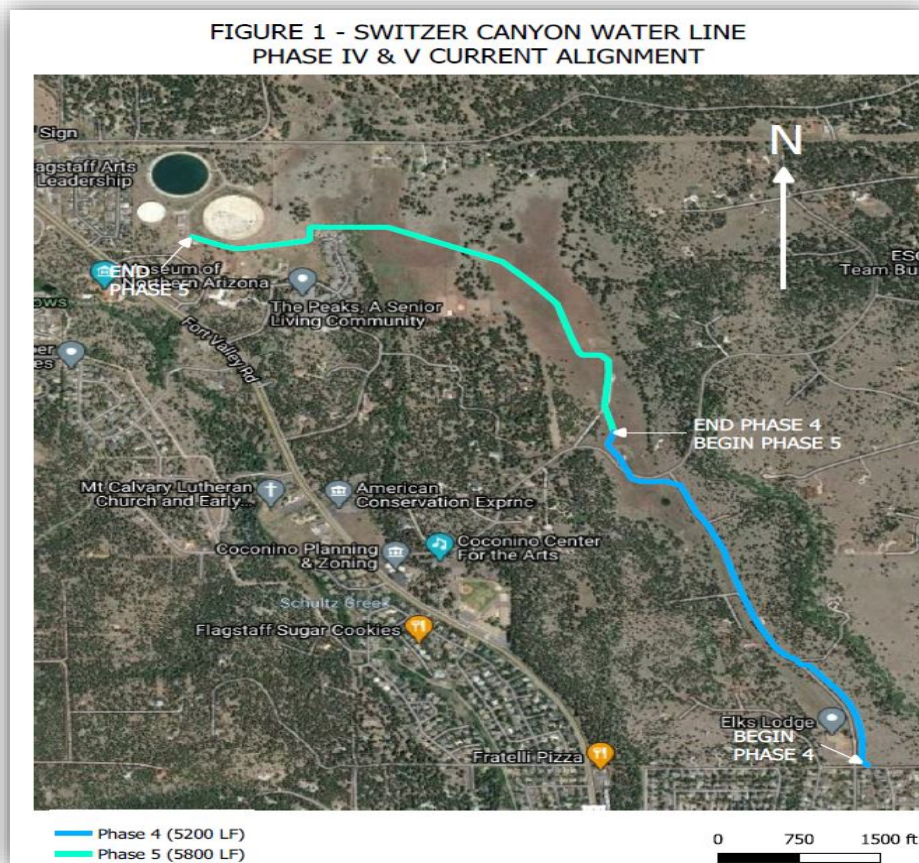
Switzer Canyon Transmission Main Phase IV & V (DESIGN PHASE)

FUND: AGING INFRASTRUCTURE

Description – The Project consist of installing two new transmission mains, 24” and 16”, that will complete the distribution system, zone A and B, from the Downtown area to the City Reservoirs near Cheshire. The length of Phase IV and V is approximately 11,000 feet. The project is within City limits and the urban distribution service area within the County. Included in the project will be the two water mains with appurtenances, new bundled water meter/service locations and fire hydrants.

Project Update:

- Property acquisition is in progress with preliminary legal descriptions, environmental clearances, and site assessments. The next step is to research the appraisal process for acquisition.
- Phase IV is in the 95% design stage for improvements.
- Phase V is in the planning phase to define the final alignment.
- Construction of Phase IV is anticipated for spring of 2022
- Construction of Phase V is anticipated for 2023
- Comments on the 95% level plans for Phase IV were transmitted to Turner Engineering for their action. Final construction plans for Phase IV are expected fall 2021.
- Staff continues to research and coordinate the out of City water services and how it will be applied to the Switzer Canyon Transmission Main Project Phase IV and V.
- Property acquisition is in the beginning stages, starting with preliminary documents related to the appraisal process.



Summit Waterline Replacement (CONSTRUCTION PHASE)

FUND: AGING INFRASTRUCTURE

Description - Approximately 3,300 ft of new waterline, water services, fire hydrants, and pavement reconstruction. The City intends to replace the water infrastructure and pavement on: S. Walnut Street from Santa Fe Avenue to Coconino Avenue; S. Sycamore Street from Santa Fe Avenue to Grand Canyon Avenue; S. Spring Street from Montvale Avenue to Grand Canyon Avenue; W. Summit Avenue from Santa Fe Avenue to end; and W. Santa Fe Avenue from Walnut Street to Thorpe Road. Waterline only will be installed on W. Montvale Avenue from Santa Fe Avenue, to end. The existing waterlines in this area range from 58 to more than 90 years old. This project is part of the City's ongoing aging water infrastructure replacement program.

Project Update:

- The project reached substantial completion on August 31st.
- Project continues to work on remaining punch-list items and hopes to reach final acceptance shortly.
- Project is expected to be finalized in October.



Summit Waterline Project-New striping on Santa Fe Ave installed by Streets

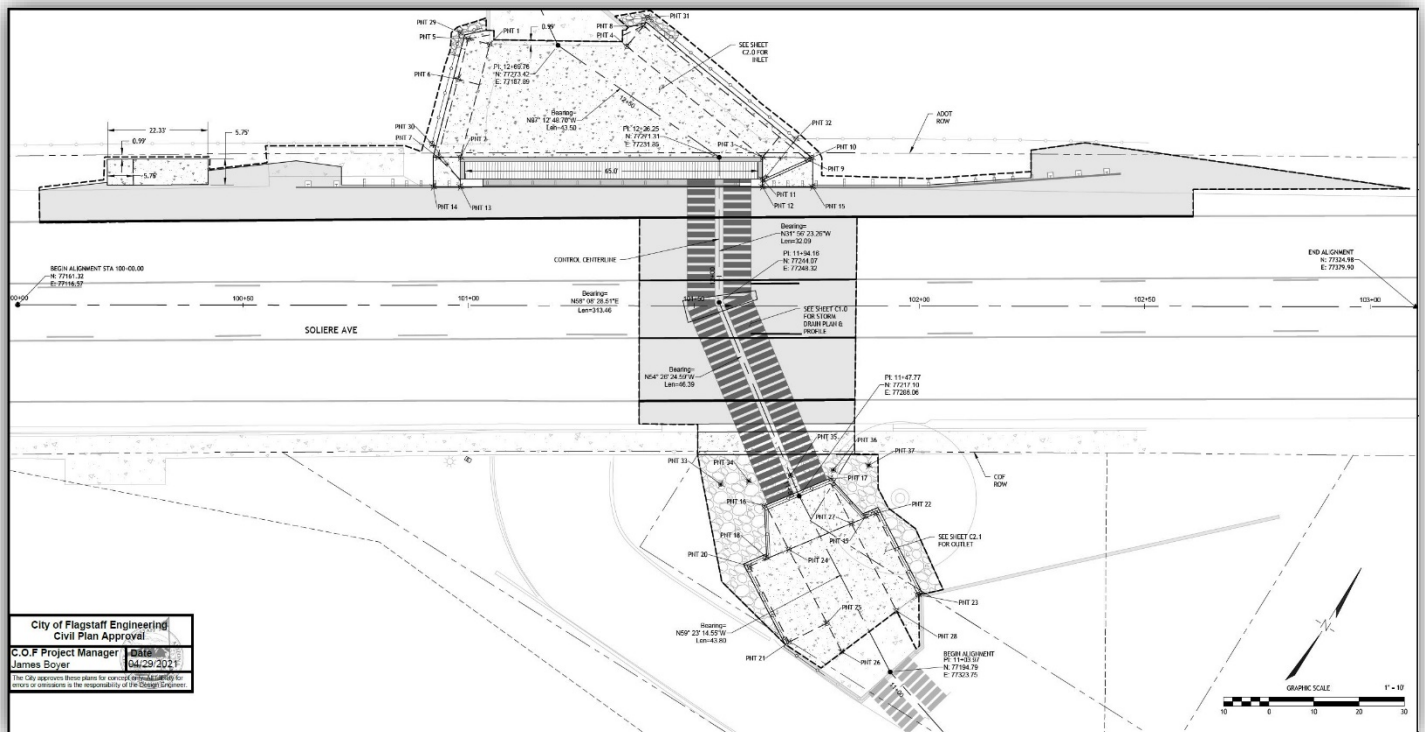
Steves Boulevard Wash at Soliere (DESIGN PHASE)

FUND: STORMWATER

Description – This is a stormwater improvements project to eliminate the low water crossing from Steves Boulevard Wash at Soliere Avenue.

Project Update:

- One JOC bid was received and was significantly over budget. The project will be readvertised for hard bids in October with the intention to start construction in late winter of 2022.
- ADOT has endorsed the design for the portion of the improvements that are within their right-of-way.
- NAIPTA has been coordinated with to relocate the existing bus stop in conflict with the new guardrail on the north side of Soliere Ave.
- The Summit Apartments that border the project limits and are just downstream have been notified of the project and the intent of the improvements.



Final Approved Construction Plans

Route 66 ADOT Bridge Replacement Project (CONSTRUCTION PHASE)

FUND: ARIZONA DEPARTMENT OF TRANSPORTATION

Description – Project consists of removing the existing concrete bridge that crosses the Rio de Flag channel and replacing with a precast box girder bridge with precast abutments. Included with the project are roadway approach slabs on either side of the new bridge, channel improvements with bank protection and revegetation mitigation measures. The purpose is to provide a new Route 66 bridge crossing at the Rio de Flag to serve Route 66/Milton.

Project Update:

- The ADOT contractor, FNF Construction, is contracted to complete the work by October 2021.
- Contractor has completed the concrete surface improvements within the bridge and Rt. 66 limits.
- The overexcavation beneath the new bridge is on hold until specifics related to the wall stabilization process is worked out. Coordination continues with a subcontractor to address the wall stabilization.
- ADOT continues to update City staff on construction matters and will release information to the public through media releases.
- The restoration of the City Hall lawn, including turf placement and irrigation repairs will be completed in the spring of 2022.
- The project work for cleanup and removal of obstructions continue.
- The contractor has cleared all lane closures, no restrictions are in place. When work continues, implementation of lane closures for EB or WB Route 66 will continue until work on the bridge is completed. ADOT will be monitoring the traffic and will make alterations as needed.



Bridge structure with new paint

Phoenix Avenue Bridge and Waterline Replacement (Construction PHASE)

FUND: STORMWATER & AGING INFRASTRUCTURE

Description - The project will replace the Rio de Flag box culvert (which runs beneath Phoenix Avenue and the Zani building, and functions as the Phoenix Ave bridge) with the appropriate conveyance structure and will upsize the current waterline to a 12" waterline in Phoenix Avenue from Mikes Pike to Beaver Street. Phoenix Avenue will be reprofiled and lowered to achieve a standard street section, roadway surface drainage issues will be addressed, edge improvements will be made as needed and the roadway will be repaved. The existing waterline in this area is over 114 years old. This project is part of the City's ongoing aging water infrastructure replacement program.

Project Update:

- Both North and Southside sidewalks are anticipated to be open within the first week of November with the goal to move the Zani business back into their building by November 15th.
- Bridge footings, walls and deck are anticipated to be complete by October 29th.
- Rebar placement for the new bridge will begin on October 8th with an anticipated first concrete pour on October 11th.
- Our Geotechnical Engineer made a site visit on October 5th for a visual inspection of the bedrock and has approved it for bearing capacity for the new bridge footings.
- Demolition of the old bridge structure and excavation to bedrock for the new bridge footings was completed on October 4th.
- UniSource's existing gas main in Phoenix Avenue was found to be too shallow and in conflict with the new waterline on September 29th. A significant relocation of that main has begun and will take approximately three weeks.
- Demolition of the Phoenix Avenue Bridge started on September 15th after the approval of the temporary shoring for the Zani Beam.
- Temporary shoring for the Zani Beam was constructed, inspected, and approved on September 14th.
- Geotech coring to assess subgrade conditions for the new footings occurred on August 5th and 6th.
- The gas line was removed from the bridge on August 4th.
- Traffic control closing Phoenix Avenue was setup August 2nd.
- Franchise utility relocates started August 2nd.
- A Notice to Proceed was issued for August 2nd, project duration is estimated at 4 months and should be substantially complete by end of November 2021.
- City Council approved the award of contract to Jud Co. LLC on June 15.



Phoenix Avenue Bridge, looking south at completed demolition and start of soil excavation to bedrock



Inspection of temporary shoring for the Zani Beam



Phoenix Avenue Bridge, looking west at demolition of the existing bridge structure

Wildcat Hill Wastewater Treatment Plant (WHWTP) Digester Complex (DESIGN PHASE)

FUND: WATER SERVICES-SEWER

Description – Project includes the design and construction of two 60-ft concrete anaerobic digesters with a digester control building and gas handling system. The digester control building would include new boilers, heat exchangers, digested sludge pumps, and other appurtenances to support the increased capacity of the new digester facilities. The Wildcat Hill WTP treats residual solids from both the Rio De Flag and Wildcat facilities. These new digesters will increase solids treatment train capacity to accommodate the solids produced from the treatment at both facilities.

Project Update:

- Design contract negotiations are anticipated to occur in December with the goal to bring the design contract for award to Council in January of 2022.
- The Statement of Qualifications (SOQs) for design have been reviewed and Purchasing has scheduled a meeting with the SOQ review team to discuss results on October 21st. Interviews for the Design Consultants are anticipated for November.
- Delivery method will be Design-Bid-Build.
- Design is targeted for 2022 and construction is anticipated for 2023-2024.



Existing Wildcat Plant, red circles represent proposed location of the two new digesters

Lockett/Fourth Roundabout (DESIGN PHASE)

FUND: HSIP GRANT

Description – Project consists of the design and construction of a new roundabout at the Lockett-Cedar-Fourth Street intersection. Project is funded by an HSIP Grant, with supplementary funding from City of Flagstaff. Project design and construction to be administered by ADOT. The new roundabout will improve safety and operations for vehicles, pedestrians and bicyclists in this busy intersection. Project design and construction to be administered by ADOT.

Project Update:

- The project team has completed reviewing a pre-60% plan submittal.
- Environmental clearance has been received, allowing geotechnical work to proceed and the project to continue towards 60% design.
- Project team is in discussions regarding allowable closures and maintenance of traffic options.
- The project is expected to reach 60% design, an important milestone, in October.



Selected Design Alternative- Lockett-Cedar-Fourth Intersection



WATER SERVICES DIVISION



WS Monthly Update

September 2021

Water Services gets a new Interim Director

On his first day on job (September 6) Andy Bertelsen was notified that a report came in regarding water bubbling out of the Basha's (Humphreys) parking lot. A pipe, estimated at over 100 years old, in the water main had broken. The Water Distribution crew went into action, demonstrating efficient, well-managed operations, and completing the repair work ahead of schedule. Water main breaks like this underscore the ongoing need for infrastructure maintenance and replacement. Thanks to Patrick O'Connor (Water Distribution Supervisor), Mark Richardson (Operations Section Director) and Distribution crew for a job well done!



Recruitments

Erin is leading the effort for recruitment of the Engineering Section Director. This position will have oversight of the Stormwater section, as well as all capital projects in all four Enterprise funds. Interviews are scheduled for the end of the month.

Safety & Security

There have been a lot of phishing emails received lately. Be aware and think before you open an odd email.

Covid measures are still in force in public buildings.

Accolades & Acknowledgements

Water – Wastewater – Reclaimed Water – Stormwater

Administration Offices

2323 N. Walgreens St., Suite 1

Flagstaff, Arizona 86004

Water Services received top award in Visioning and Branding for our 2025 Strategic Plan from 3CMA, a national City-County Communications and Marketing Association during their annual conference on September 9 in St. Louis. The Strategic Plan was also given a second Excellence Award (3rd Place) under the Publications category. Staff was not able to attend, due to pandemic restrictions.



City Council. Staff had two presentations for the Council Retreat on September 30 for infrastructure needs in Wastewater and Stormwater.

Water Commission meeting was cancelled for September.

Section Updates (alpha-betically)

Admin – Budget & Communications

- Communications and Lake Mary Water Treatment staff conducted tours and presentations on September 10 for 135 students in NAU's Environmental Sustainability Class. Topics were stormwater and Frances Short Pond, water resources and Lake Mary Reservoir and the water treatment process.
- We said a fond farewell to two Communications powerhouses this month, Joelle Sawaya and Mary Samar, moving on to new phases in their careers.



Customer Service/ Meter Services

- Customer Service staff have been referring customers to utility assistance programs made available during the pandemic. To date, over \$70,000 of assistance has been extended on behalf of customers through our efforts, with disconnects slowing down to only 5 in September.
- We have a new meter technician! Welcome Cody McMaster on September 6, as you complete training with other meter techs.

Engineering

- Engineering/SCADA/Production staff are finishing up coordination to bring on McAllister Well to the production inventory.

- Design efforts for the 8" reclaim water line between Buffalo Tank and Ellen St. continue. Engineers are working with Stormwater on culvert crossings at Spruce Wash.
- Ft Tuthill Well #2 pump testing is underway. Flow information collected during testing will be incorporated into design for the pumphouse. Cleanup work in associated drainages at Ft. Tuthill Park has been completed.
- The Cameo Mobile Home Park, off Empire Ave., will be the next project in the Waterline Meter/Vault replacement program. Preliminary scoping and design efforts are the first step, coordinating with the Distribution crews.
- A feasibility study workshop on Red Gap Ranch was held at the Rio Atrium on September 23, with consultant reviewing pipeline options and looking for input from staff.



Operations

- Mark Richardson represented Water Services at the regional AWWA conference in Prescott. We learned supply chain issues are a national problem, with heaviest impact in chlorine and chlorine related products. Weather, fire and transportation bottlenecks are causing shortages nationwide.
- Cyber-security. There is a growing awareness of the need for vigilance to protect facilities. Examine emails before opening, which can let viruses in. Smaller facilities (nationally) have been targeted, with viruses able to breach into water systems operations.

Regulatory Compliance

- Staff has submitted the annual Air Quality registration with ADEQ.
- Regulatory Compliance welcomes a new staff member to the team! Julia Connors will be working as a technician at the Wildcat Hill Water Reclamation Lab. We will go back out for another recruitment of the Lab Supervisor position.
- The annual Municipal Separate Storm Sewer System (MS4) report will be submitted by the end of September. It's a detailed document of all MS4 compliance efforts in the city.
- Permits for Significant Industrial users are being updated, based on recent changes in local limits.

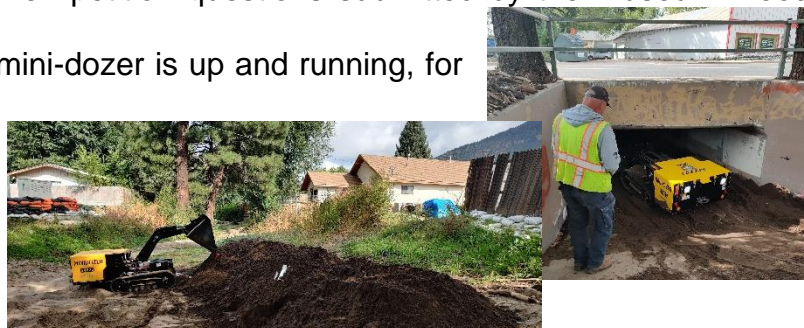
SCADA Information Systems

- SCADA is working with IT security to review new policies in change control management and incident control management. The first draft is out for review, with an SOP to follow.
- Operations Technology assessment identified a gap in operations of how components communicate to one another. We are moving to create protocols that standardize assets and communications methods. We're slowly moving away from our IT legacy network to protect system integrity. It's a slow, manual process.
- There was a public meeting on the radio tower at Public Works. This is an important component to get the network off the mountain, especially for winter maintenance.
- Corryn Smith (Info Systems) and Ed Schenk (Stormwater) gave two presentations at StormCom conference, on asset management and the work order system. Our programs are the *poster child* in asset management.



Stormwater

- CD is managing Spruce Wash channel – Paradise improvements project, as well as the Cedar at Dortha channel improvements.
- Doug Slover is managing development reviews for Water Services, until the Plan Reviewer position is filled.
- Our Watershed Specialist had addressed nearly 60 drainage complaints weekly, responding to inquiries through the County flood database.
- The FEMA Community Rating System (CRS) audit is completed. This helps to keep residents' insurance rates low.
- A community meeting on 9/15 on solutions to flooding issues along Paradise. Gary Miller is stepping up to mitigate. Stormwater staff will be responding to citizen petition questions submitted by the Museum Flood Coalition.
- The Stormwater mini-dozer is up and running, for culvert cleaning!



Wastewater Collections

- All combo tucks are up and running; crews provided three new 4" sewer taps.

- Crews rehabbed 11 manholes, with vendor, Advanced Enviro Cure, using their cure-in-place technology. *See before/after photos at right.*



Water Distribution



- The waterline break at Basha's ran a full pipe length, over 17 feet deep. Eagle Mountain repaired, backfilled and paved by Wednesday at 4:30, with the break reported at 9:30 am on Tuesday, Sept 7. Needed safety equipment from Phoenix delayed the work. The complex did not have water during that time.
- Additional waterline breaks: two 6" pipes on Canyon Terrace and a 2" break on Whipple in Coconino Estates, where Phase 2 construction is underway.

Water Production

- A power outage on labor-day took out the Lake Mary wellfield and surface water production.
- After power was restored at the LMWTP, the town pump building was having issues with pumps acting erratically. Lee Williams, Operations Supervisor, stepped up and worked a graveyard shift that night to monitor the pumps and make-up lost surface water production until a level sensor (causing the pump issue) was replaced the following day.
- Tank inspections and cleanings are underway, with the contractor conducting diving operations in the 1.2 million gallon clear well at the Lake Mary Water Treatment Plant, the 240,000 gallon North Reservoir clear well, a 60,000 gallon Woody Mtn Forebay and the 156,000 gallon Kinlani storage tank.
- Continental Well Upgrades Project has been delayed, waiting on supply-chain issues from variable frequency drive and pump/motor manufacturers.
- Water Production is working with SCADA Team on alarms and fail safes to bring McAllister Well online.
- Crews and contractors getting ready for aquifer testing Tuthill #2 well in mid-October.
- Lake Mary Treatment Plant sedimentation basins are hopefully going back out for bid, replacing infrastructure that has been in continuous use since the 1960's and is in dire need of attention.

Water Reclamation Plants

- Water Reclamation Plants are on Covid schedule. Flagstaff Festival of Science tours at the WRP's were cancelled this year, as a health safety measure.
- Jim Huchel, Reclamation Plant Manager, has been putting together the Wastewater Story, for a presentation to City Council on infrastructure needs.
- A plant safety project at Rio de Flag WRP is in progress, installing fall protection on all four Clarifiers and in the Bar Screen Room.
- Periodic dredging operations of the sludge ponds are a bit behind schedule, due to wet weather, but we are working on catching up.

Water Resources and Conservation

- Water Resource Manager, Erin Young, is still providing Engineer's approval for construction projects. "We don't want to miss anything."
- Water Resources will work on aquifer testing and Ft. Tuthill #2 well testing.
- Water Conservation staff provided a complete audit of all water-using fixtures at the Cedar campus of Flagstaff Junior Academy. They will be eligible to receive funds to improve their fixture efficiency as part of the School Retrofit program.
- Enforcement is winding down at the end of September.
- Conservation Aide, Emily Melhorn, was promoted to Conservation Specialist.
- Conservation conducted a Rainwater Harvesting workshop on 9/12.
- Staff presented to a class at Sinagua High for Flagstaff Festival of Science and provided promotional materials at the Science in the Park event.
- The annual 4th grade Water Festival for was September 28th at Foxglenn Park. Approximately 20 local classes attended.



Respectfully submitted,

Lisa Deem

Management Analyst

Flagstaff Water Services



Sustainability Section

Month in Review: **September, 2021.**

HOT TOPICS:

- The Sustainability team has been busy, but we still make time to do our part! After the most recent team meeting, staff spent an hour picking up litter along the streets and trails around the Sustainability Office.
- The Carbon Neutrality Plan has been nominated as a finalist for the Arizona Forward Environmental Excellence Award in Climate Action.

CLIMATE ACTION:

- The Carbon Neutrality Plan webpage is now active at www.flagstaff.az.gov/CNP.
- The Regional Plan Amendment 60-day review period has now closed. Staff are now moving into the Commission review period with the Planning and Zoning Commission.
- Staff are working on a fleet electrification policy and guidance for internal use, as the City moves to electrify its fleet.
- The Climate team is working with a Climate Science and Solutions graduate class to create a resource document on resilience in Flagstaff during the fall semester.
 - The students will draw from several resource documents that the City has to develop one updated resource on vulnerability, adaptation, and resilience.
 - The class will speak with the community about vulnerability and resilience.
 - The class presented to the Sustainability Commission on September 23rd and to City Council on September 28th. They will be returning to present again in November.

COMMUNITY STEWARDS/LITTER PREVENTION:

- Staff hosted their second Quarterly Litter Abatement Meeting for leaders in litter and graffiti abatement in Arizona. Communities represented included Flagstaff, Glendale, and Tempe. Items discussed included Glendale's Team Up to Clean Up Initiative, mapping and reporting system samples, and campaign success stories.
- September Litter Cleanup Data:

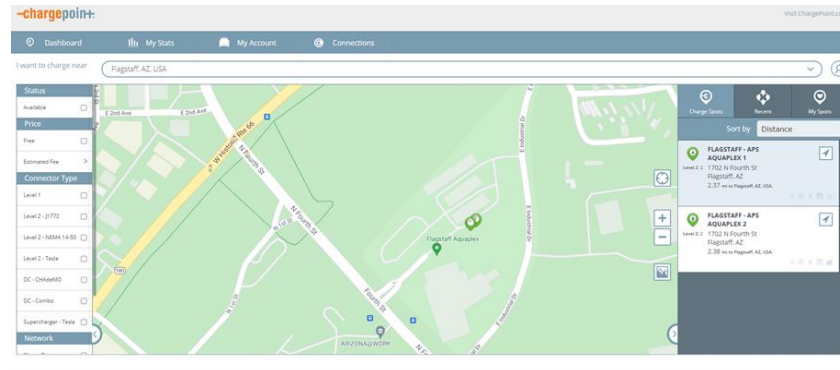
Date	# of Volunteers	Total Hours	Bags of Trash	Bags of Recycling
9/5/21	6	9	5	0
9/6/21	2	5	5	0
9/6/21	4	4	2	2
9/11/21	26	91	10	6
9/18/21	22	22	8	4
9/18/21	9	9	2	1
9/18/21	5	10	13	4
9/23/21	14	21	7	4
9/26/21	5	5	5	0
9/26/21	4	4	1	0
9/26/21	5	5	2	0
9/29/21	7	7	4	2
Totals	109	192	64	23



ENERGY:

- The Residential Electrification Information Hub webpage is now live and can be viewed [here](#).

- The 4 new level-2 EV charging stalls at the Aquaplex are now complete and activated. For the time being, EV drivers can now plug in and charge for free during their visit to the Aquaplex, or they could walk to the 4th street businesses while their vehicle tops off. These ChargePoint units do require that EV drivers have the ChargePoint app to access.



FOOD SYSTEMS:

- The Residential Food Scraps Drop Off has collected 1142 lbs. of food scraps and other compostable materials since July 24th.
 - There have been 173 total participants in the program since July 24th.
 - 36 compost pails have been given out to participants since August 15th.
 - The program will shift to a self-service drop-off at a different location after the end of the market season on October 17th.
- There are 83 total participants at all three of the community garden compost hub locations.
 - During the month of October there will be "Community Compost Hub 101" working sessions at each of the gardens to better guide participants and get the word out to potential new contributors. These will occur from 4:30-5:30 pm on the first 3 Wednesdays of the month (October 6th, 13th, and 20th)
- Community gardeners at all three of the city-sponsored community gardens were engaged in a photo contest to showcase the growth and beauty of the growing season. The theme was "what makes your garden unique" and submissions were judged by Sustainability Commissioners based on creativity, adherence and appropriateness to theme, and visual appeal.
 - Our 1st place winner, Samantha Meier, will receive a certificate to the Flagstaff Community Market.





- “Here is a photo of (some) of the edible flowers, namely borage, I planted to attract pollinators to my vegetables. I’ve been experimenting with companion planting this year.”
- The September 25th Garden Workshop Event, Worm Composting for Kids, had 10 attendees including 4 youth participants.



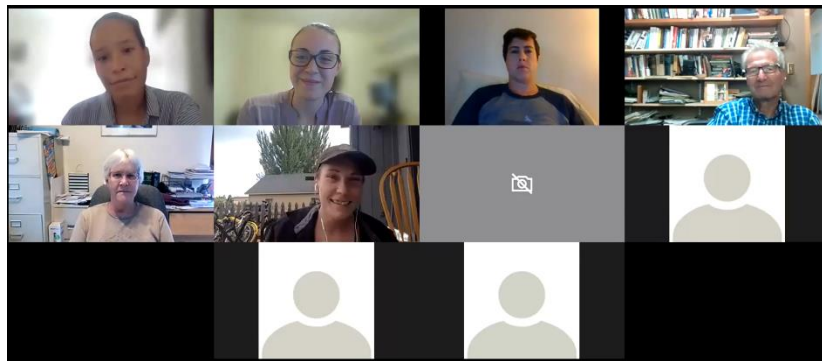
MATERIALS MANAGEMENT:

- City Staff are sponsoring an NAU public health capstone cohort, focusing on behavior change through a waste minimization lens
- Registration for the fall 2021 Flagstaff Sustainability Leaders course closed on Wednesday, September 15th.
 - The 8-week course began on Thursday, September 30th, and take place from 5:30 pm - 8:30 pm in the Sustainability Garage.
 - This course will feature many local presenters, including Grand Canyon Trust, TERRA Birds, and the Institute for Tribal Environmental Professionals.
- Over 200 households have signed up to participate in the "Trash Less, Save More!" pilot program in Ponderosa Trails.
 - The second recycling audit at the MRF is scheduled for late October. Recycling audits monitor recycling contamination rates.

- Residential recycling bin checks are taking place every Monday to encourage less recycling contamination.

SUSTAINABILITY COMMISSION:

- In the meeting on September 23rd, the Commissioners heard presentations on and discussed the NAU Climate Science and Solutions Resilience and Adaptation Document, the Active Transportation Master Plan, and the Pay As You Throw Pilot program, awarded the winner of the Garden Photo Contest a certificate to the Flagstaff Community Market, voted to approve extensions and new budgets to Killip Elementary and Terra BIRDS' Neighborhood Sustainability Grant projects, and brainstormed on potential future collaborations with BPAC on climate-crisis related art projects. Commissioners also voted to reschedule the holiday Commission meetings to November 18th and December 9th from 4:30 pm - 6:30 pm.
- Sustainability Staff and Commissioners partnered with Beautification, Arts, and Sciences Staff to host a Grant Workshop on September 18th over Zoom.
 - 8 people attended.
 - Staff reviewed requirements for the Beautification in Action, Neighborhood Sustainability, and Water Conservation Research Grants, and then went into a brainstorming session with applicants.



- Applications for the Neighborhood Sustainability Grant and Water Conservation Research Grant closed on September 30th. The Sustainability Commissioners will be reviewing applications throughout October, applicants will present in the October 28th and November 18th meetings, and final decisions will be made in the November 18th meeting.
- There are currently 3 openings for the Sustainability Commission. Please spread the word. Those interested can apply [here](#).
- Next meeting: Thursday October 28th, 2021, 4:30pm-6:30pm

UPCOMING SUSTAINABILITY COMMUNITY EVENTS:

- Make a Difference Day, October 16, 7:30 am – 2:30 pm.
 - We will meet at the Coconino County Health and Human Services Building (2625 N. King Street). The registration table will be open for the duration of the event.
 - This year we are assisting residents affected by monsoon flooding resulting from the Museum Fire in 2019. Volunteers will work on removing flood debris from properties and will need closed-toe shoes, sun protection, long pants, and gloves.

- Volunteers should pre-register online at www.uwna.volunteerhub.com. This will help work crew leads to determine how many sites they can manage that day.
- The Flagstaff 15 Minute Makeover, October 15th, 10:15 am
 - Take 15 minutes at 10:15 am on 10/15 to clean up litter at your home, work, or school. Post a photo of your clean-up on our Facebook or on Instagram with #Flag15 to be entered to win a prize.
- Drop-off Day on Saturday, October 23rd, 10 am – 2 pm
 - Just like previous events, Drop-off Day will take place at the Flagstaff Police Department (911 E Sawmill Rd, Flagstaff, AZ 86001).
 - It will be a drive thru style event, where community members have the opportunity to drop off their medical waste, hazardous products, and shredding at various booths around the parking lot.
 - Staff will also be offering education on recycling, anti-idling, and landfill hours.
- Garden Workshops: High Altitude Gardening, October 9th, 10 am – 11 am
 - The last event in our Garden Workshop Series will take place at the Bonito St Garden (537 W Elm Ave).

SOCIAL MEDIA

- Our top post on Instagram was a post about the NAU Climate Science and Solutions Program's presentation to City Council about their semester-long project to create an updated resilience resource document for Flagstaff.
- Our top post on Facebook was a post celebrating and highlighting photos sent in from our Community Gardens and their harvest this year.



7. A.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Shannon Anderson, Deputy City Manager
Date: 10/27/2021
Meeting Date: 11/02/2021



TITLE

COVID-19 Update

STAFF RECOMMENDED ACTION:

This presentation is for informational purposes only.

EXECUTIVE SUMMARY:

City staff will present the updated COVID-19 dashboard data and an update on Navajo and Hopi Tribal Nations situation with COVID-19.

INFORMATION:

The COVID-19 dashboard includes information on new cases, hospitalization, COVID-related deaths, community transmission level, vaccination status and variants.

The Navajo and Hopi Tribal Nations update will include information about the number of cases, any emergency orders, and related press releases.

Attachments: [Presentation](#)

COVID-19 Update





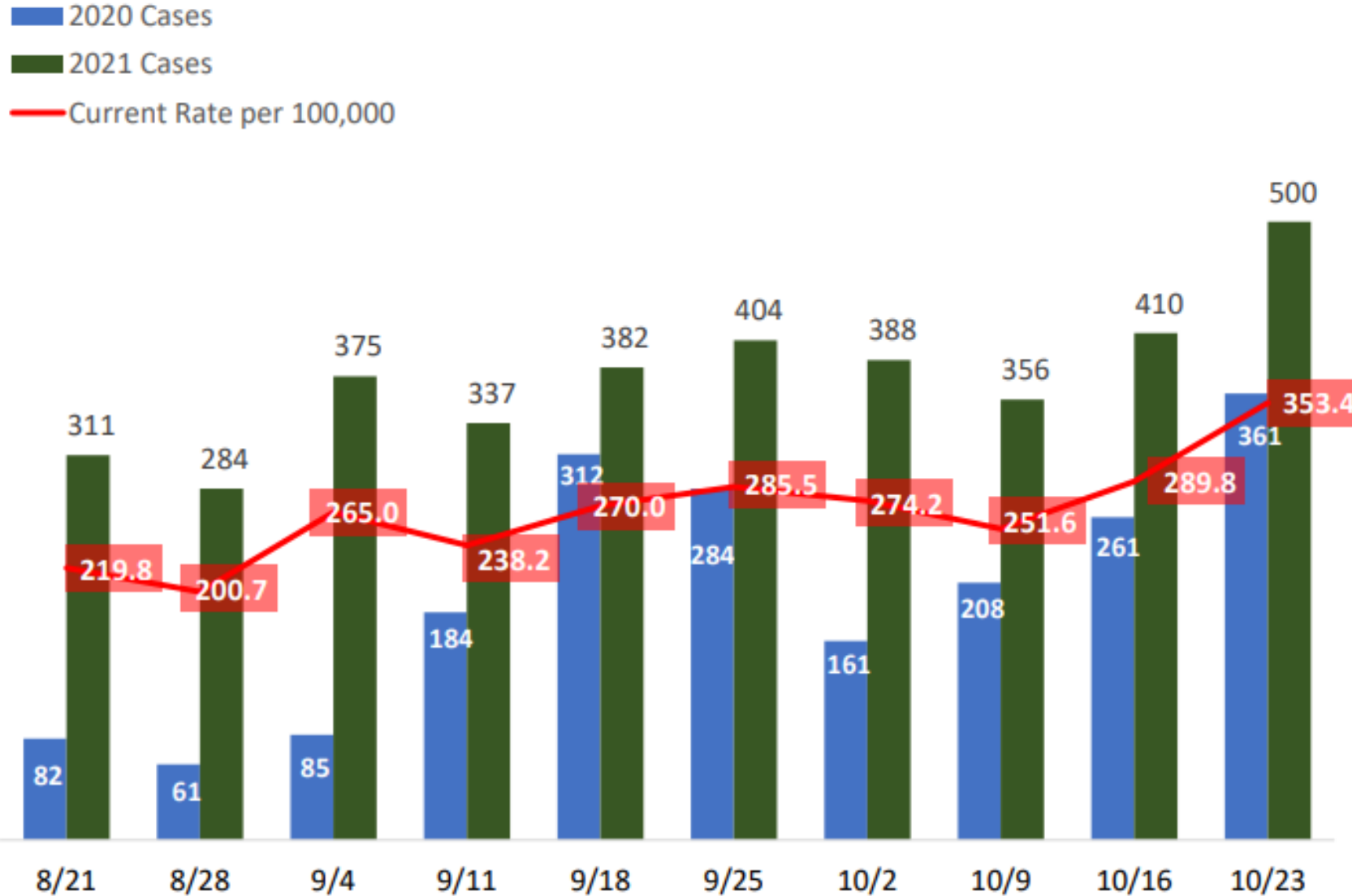
Agenda



- The Data
 - Coconino County Health and Human Services (CCHHS) dashboard
 - Northern Arizona Healthcare (NAH) hospital census
 - Navajo Nation
 - Hopi Tribe
- Indigenous Nations Update



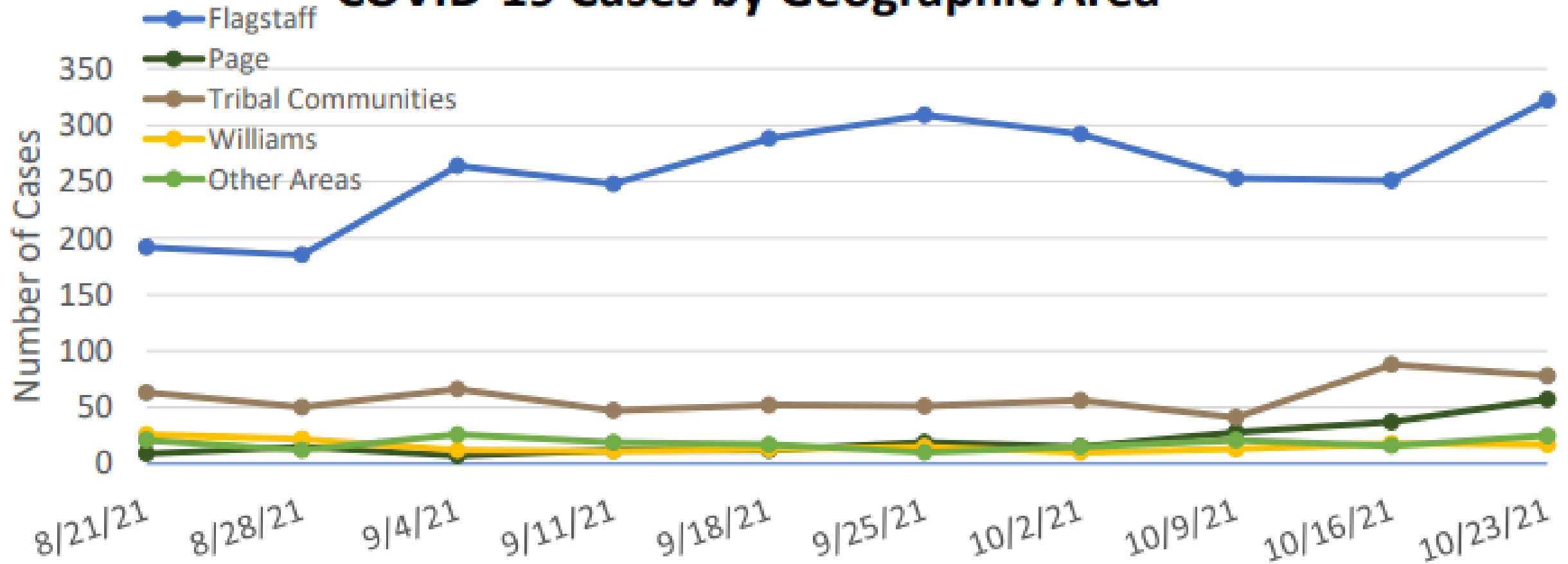
CCHHS: COVID-19 Weekly Cases





CCHHS: COVID-19 Weekly Cases

COVID-19 Cases by Geographic Area

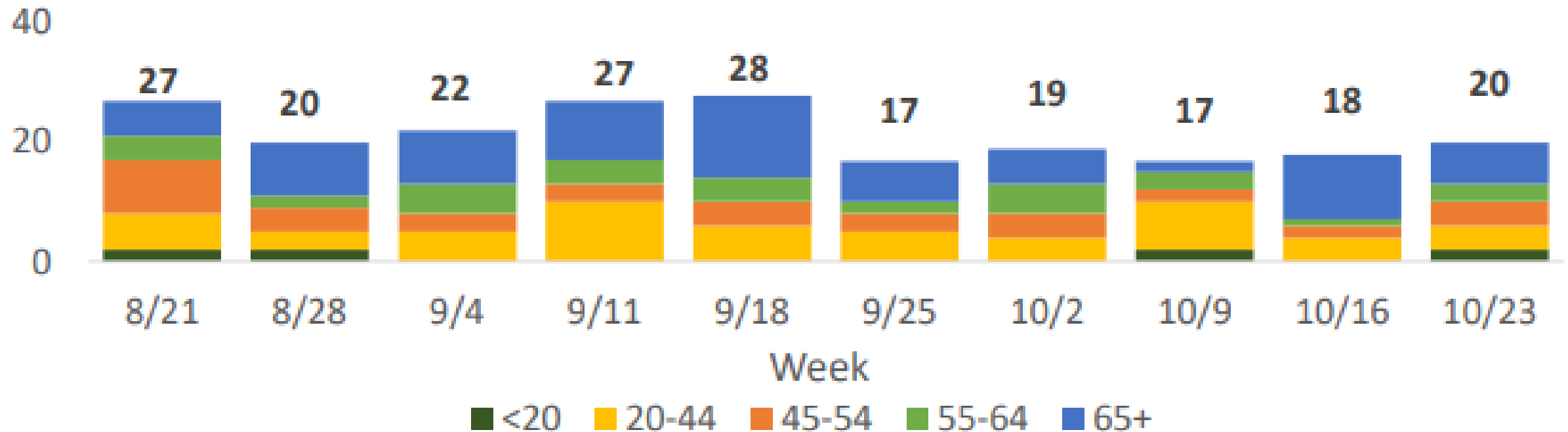




CCHHS: Hospital Admissions

Weekly Case Counts Among Coconino County Residents:

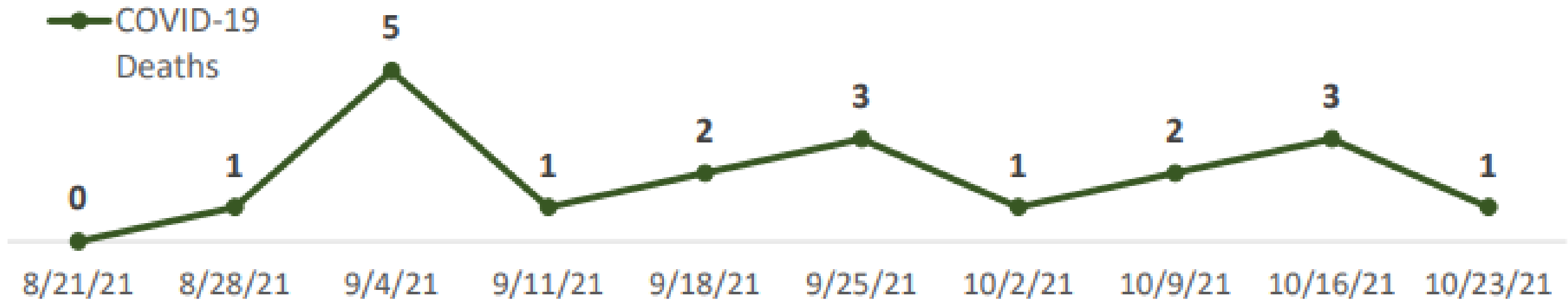
Hospitalized Coconino COVID-19 Patients by Age





CCHHS: COVID-19 Related Deaths

Weekly COVID-19 Deaths Among Coconino County Residents:





CCHHS: Community Transmission

Community Transmission

- Coconino County has a current **incidence rate of 353.4 per 100,000**, **percent positivity of 8.6%**, and **COVID-19-Like-Illness incidence (CLI) of 7.1%***.
- Coconino County is currently at a **High**** level of community transmission.

Indicator	Low Transmission	Moderate Transmission	Substantial Transmission	High Transmission
Total new cases per 100,000 persons in the last 7 days	0-9	10-49	50-99	≥100
Percentage of PCR tests that are positive during the past 7 days	<5.0%	5.0% - 7.9%	8.0% - 9.9%	≥10.0%



CCHHS: Community Vaccination

Doses in Coconino

Total number of COVID-19 vaccine doses administered:	167,123
Total number of COVID-19 vaccine doses ordered:	112,089
Percent of COVID-19 vaccine doses utilized:	149.1%

People in Coconino

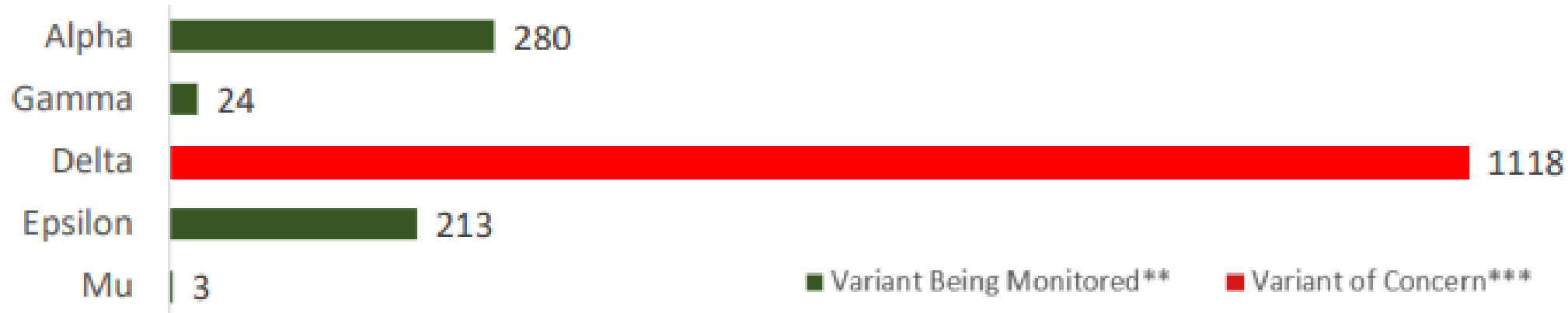
Total number of people who have received at least one dose of COVID-19	89,697
Percent of people vaccinated:	60.9%
Number of people who are fully vaccinated against COVID-19:	74,726



CCHHS: Variants

COVID-19 Variants:

Total Variants Being Monitored** and Variants of Concern***



****Variants Being Monitored** include variants for which there are data indicating a potential or clear impact on approved or authorized medical countermeasures or that has been associated with more severe disease or increased transmission but are no longer detected or are circulating at very low levels in the U.S, and as such, do not pose a significant and imminent risk to public health in the U.S.

***** Variants of Concern** include variants for which there is evidence of an increase in transmissibility, more severe disease (e.g., increased hospitalizations or deaths), significant reduction in neutralization by antibodies generated during previous infection or vaccination, reduced effectiveness of treatments or vaccines, or diagnostic detection failures.

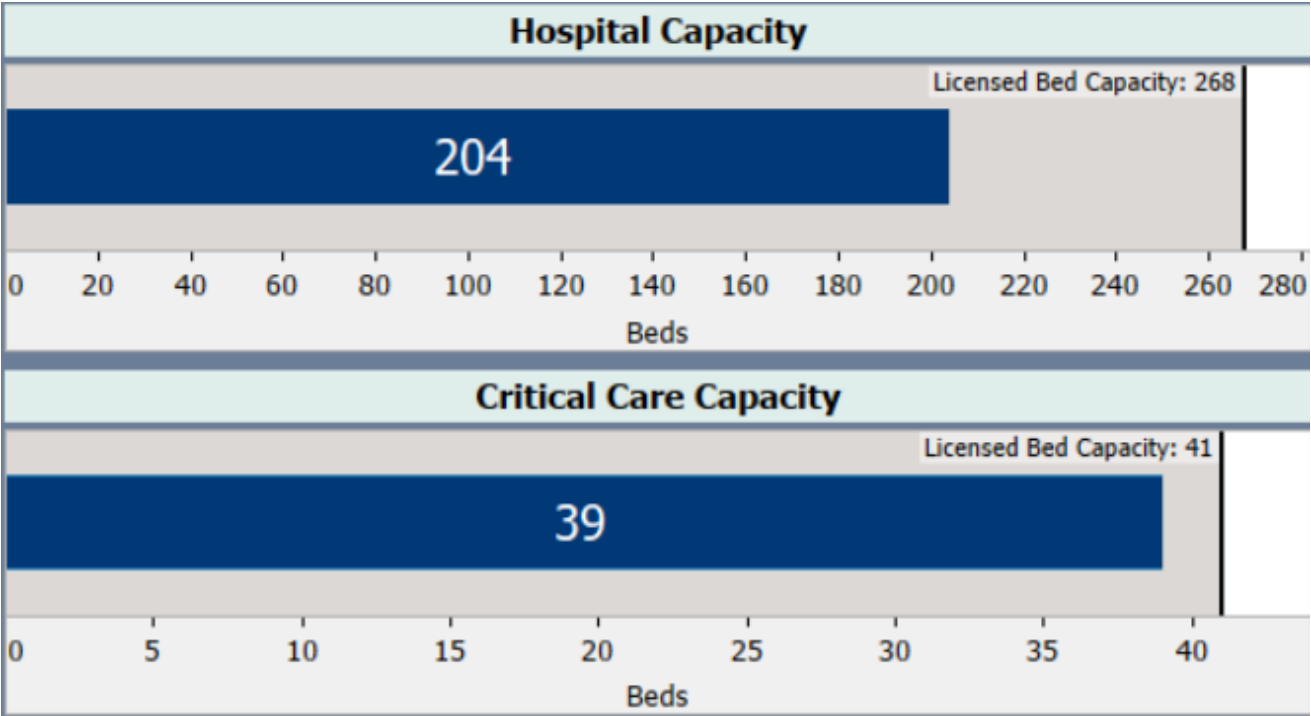
For more information about SARS-CoV-2 variants, please visit the CDC webpage:

[SARS-CoV-2 Variant Classifications and Definitions \(cdc.gov\)](https://www.cdc.gov/sars-cov-2/variant-classifications-and-definitions)



NAH: Hospital Census

Flagstaff Medical Center Hospital Census	
204	
In House COVID-19 Patients	
Positive	Pending
36	



Data as of October 31, 2021



Indigenous Nations Data

Navajo Nation

NN Health Facilities Data	Difference in 16 days	Current Week 10/29/21	Previous Date 10/13/21
Total Tested	+ 16,142	362,397	346,255
Negative Cases	+ 12,580	297,294	284,714
Confirmed Positive Cases	+ 253	36,653	36,400
Recoveries	+ 1,642	34,377	32,735
Deaths	+ 21	1,484	1,463



Indigenous Nations Data

Hopi Tribe

Hopi Health Care Center Data	Difference in 13 days	10/24/21 KUYI Radio FB	10/11/21 KUYI Radio FB
Total Tested	+ 366	11,751	11,385
Negative Cases	+ 296	10,066	9,770
Positive Cases	+ 61	1,602	1,541
Hopi Tribal members (includes #s from Tuba Hospital)	+ 55	1,487	1,432



Indigenous Nations Update

- Navajo Nation

- Public Health Emergency Orders remain the same
- Health Advisory for 48 communities
- Implementation of ARPA funding
 - \$200M broadband
 - \$200M water and wastewater projects
 - \$160M powerlines

- \$140M bathroom additions
- \$80M housing
- \$220M Chapter projects
- \$80M educational initiatives
- \$80M wellness center/detox center/senior center/transition housing
- \$80M social services
- \$90M economic development
- \$20M tourism
- \$100M enterprises



Indigenous Nations Update

- Hopi Tribe
 - Continuing with third part of phased reopening

Council Questions



9. A.

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Stacy Fobar, Deputy City Clerk
Date: 10/27/2021
Meeting Date: 11/02/2021



TITLE:

Consideration and Action on Liquor License Application: Dara Sprinces Wong, "Vino Loco" 22 E. Birch Avenue, Series 07 (Beer and Wine Bar), Owner Transfer.

STAFF RECOMMENDED ACTION:

Open the public hearing.
Receive citizen input.
Close the public hearing.

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 no recommendation; or
- 3) Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

Executive Summary:

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting of the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. A Series 07 beer and wine bar license allows a beer and wine bar retailer to sell and serve beer and wine, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises. A Series 07 license is a "quota" license available only through the Liquor License Lottery or for purchase on the open market. Vino Loco is an existing business and is requesting an owner transfer. They are currently operating under an interim license. If approved, it will be the 25th active series 07 license in Flagstaff.

The property has been posted as required, and the Police and Community Development divisions have reviewed the application with no concerns noted. To view surrounding liquor licenses, please visit the [Active Liquor Licenses Map](#).

Financial Impact:

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

Policy Impact:

Not applicable.

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

Liquor licenses are a regulatory action and there is no Council goal that applies.

Has There Been Previous Council Decision on This:

Not applicable.

Key Considerations:

Because the application is for an owner transfer, consideration may be given to both the applicant's personal qualifications as well as the location.

The deadline for issuing a recommendation on this application is November 5, 2021.

Community Benefits and Considerations:

This business will contribute to the tax base of the community. We are not aware of any other relevant considerations.

Community Involvement:

The application was properly posted on October 12, 2021. No written protests have been received to date.

Attachments:

[Letter to Applicant](#)

[Hearing Procedures](#)

[Series 07 Description](#)

[PD Memo](#)

[Zoning Memo](#)

[Map](#)



City of Flagstaff

OFFICE OF THE CITY CLERK

10/19/2021

Dara Sprinces Wong
1209 N Warm Springs Trail
Flagstaff, AZ 86004

Dear Ms. Wong:

Your application for a new Series 7 Liquor License for Vino Loco located at 22 E. Birch Street, Flagstaff, AZ was posted on October 12, 2021. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, November 2, 2021 which is currently scheduled to begin at 3:00 p.m.**

It is important that you or your representative attend this Council Meeting via video conference (Microsoft Teams Meeting) or in person and be prepared to answer any questions that the City Council may have. The invitation to join the online meeting will be emailed to you prior to the hearing. Failure to be available for questions could result in a recommendation for denial of your application. We suggest that you contact your legal counsel or the Department of Liquor Licenses and Control at 602-542-5141 to determine the criteria for your license. To help you understand how the public hearing process will be conducted, we are enclosing a copy of the City's liquor license application hearing procedures.

The twenty-day posting period for your liquor license application is set to expire on November 1, 2021, and the application may be removed from the premises at that time.

There is an \$815 application fee which needs to be received prior to the hearing date. Payment can be made online at <https://www.flagstaff.az.gov/2452/E--Services> under Business Licensing Payment Online Services by clicking Liquor License Request Payment, in person at the payment window, or you can send a check to my attention at 211 W. Aspen Ave., Flagstaff, AZ 86001.

If you have any questions, please feel free to call me at 928-213-2077 (office) or 928-220-5995 (cell).

Sincerely,

Stacy M. Fobar

Stacy M. Fobar
Deputy City Clerk

Enclosures



City of Flagstaff

Liquor License Application Hearing Procedures

1. When the matter is reached at the Council meeting, the presiding officer will open the public hearing on the item.
2. The presiding officer will request that the Applicant come forward to address the Council regarding the application in a presentation not exceeding ten (10) minutes. Council may question the Applicant regarding the testimony or other evidence provided by the Applicant.
3. 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.
4. Other parties, if any, may then testify, limited to three (3) minutes per person. Council may question these parties regarding the testimony they present to the Council.
5. The Applicant may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of the Applicant.
6. City staff may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of City Staff.
7. The presiding officer will then close the public hearing.
8. The Council will then, by motion, vote to forward the application to the State with a recommendation of approval, disapproval, or shall vote to forward with no recommendation.

R19-1-702. Determining Whether to Grant a License for a Certain Location

- A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:
1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;
 2. Number and types of licenses within one mile of the proposed premises;
 3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;
 4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;
 5. Residential and commercial population density within one mile of the proposed premises;
 6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;
 7. Effect on vehicular traffic within one mile of the proposed premises;
 8. Compatibility of the proposed business with other activity within one mile of the proposed premises;
 9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;
 10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;
 11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and
 12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.
- B. This Section is authorized by A.R.S. § 4-201(I).

License Types: Series 07 Beer and Wine Bar License

Transferable (From person to person and/or location to location within the same county only)

On & off-sale retail privileges

Note: Terms in **BOLD CAPITALS** are defined in the [glossary](#).

PURPOSE:

Allows a beer and wine bar retailer to sell and serve beer and wine, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:

A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of

DELIVERY. The retailer must complete a Department approved "Record of Delivery" form for each spirituous liquor retail delivery.

On any original applications, new managers and/or the person responsible for the day-to-day operations must attend a basic and management training class.

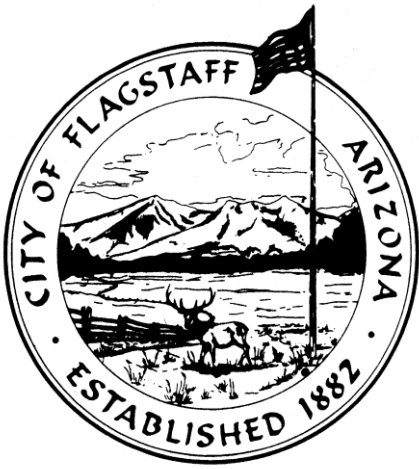
A licensee acting as a **RETAIL AGENT**, authorized to purchase and accept delivery of spirituous liquor by other licensees, must receive a certificate of registration from the Department.

A **PREGNANCY WARNING SIGN** for pregnant women consuming spirituous liquor must be posted within twenty (20) feet of the cash register or behind the bar.

A log must be kept by the licensee of all persons employed at the premises including each employee's name, date and place of birth, address and responsibilities.

Off-sale ("To Go") package sales can be made on the bar premises as long as the area of off-sale operation does not utilize a separate entrance and exit from the one provided for the bar.

Bar, beer and wine bar and restaurant licensees must pay an annual surcharge of \$20.00. The money collected from these licensees will be used by the Department for an auditor to review compliance by restaurants with the restaurant licensing provisions of ARS 4-205.02.



FLAGSTAFF POLICE DEPARTMENT

911 SAWMILL RD • FLAGSTAFF, ARIZONA 86001 • (928) 779-3646

ADMIN FAX (928) 213-3372

TDD 1-800-842-4681



Chief of Police
Dan Musselman

MEMORANDUM

Memo #21-080

TO: Chief Dan Musselman

FROM: Sgt. Ryan Turley

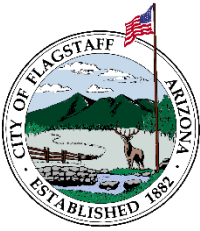
DATE: October 14th, 2021

RE: LIQUOR LICENSE APPLICATION – SERIES 7- FOR “Vino Loco”

On October 14th, 2021, I initiated an investigation into an application for a series 7 (Beer and Wine) liquor license filed by Dara Wong (Controlling Person and Agent) This is an owner transfer application, and the application number is 1162573. It is for Vino Loco which is located at 22 E. Birch # 1.

I conducted a query through local systems and public access on the applicant and discovered no derogatory records. I conducted a search for any current or previous liquor licenses held by the applicant and found none. I did not find any current or historical liquor violations for the applicant or the business. This business is not located within 300 feet of a school or church.

The businesses hours are 11 am to 8 pm Sunday through Thursday and 11 am to 10 pm Friday and Saturday. I spoke to Dara who advised that she would be present for the council meeting on November 2nd.



Planning and Development Services Memorandum

To: Stacy Fobar, Deputy City Clerk
From: Reggie Eccleston, Code Compliance Manager
CC: Alaxandra Pucciarelli, Interim Planning Director
Date: Oct. 12, 2021
Re: Application for Liquor License #157464
22 E. Birch St., Flagstaff, Arizona 86001
Assessor's Parcel Number 101-18-002
Dara Sprinces Wong on behalf of Vino Loco

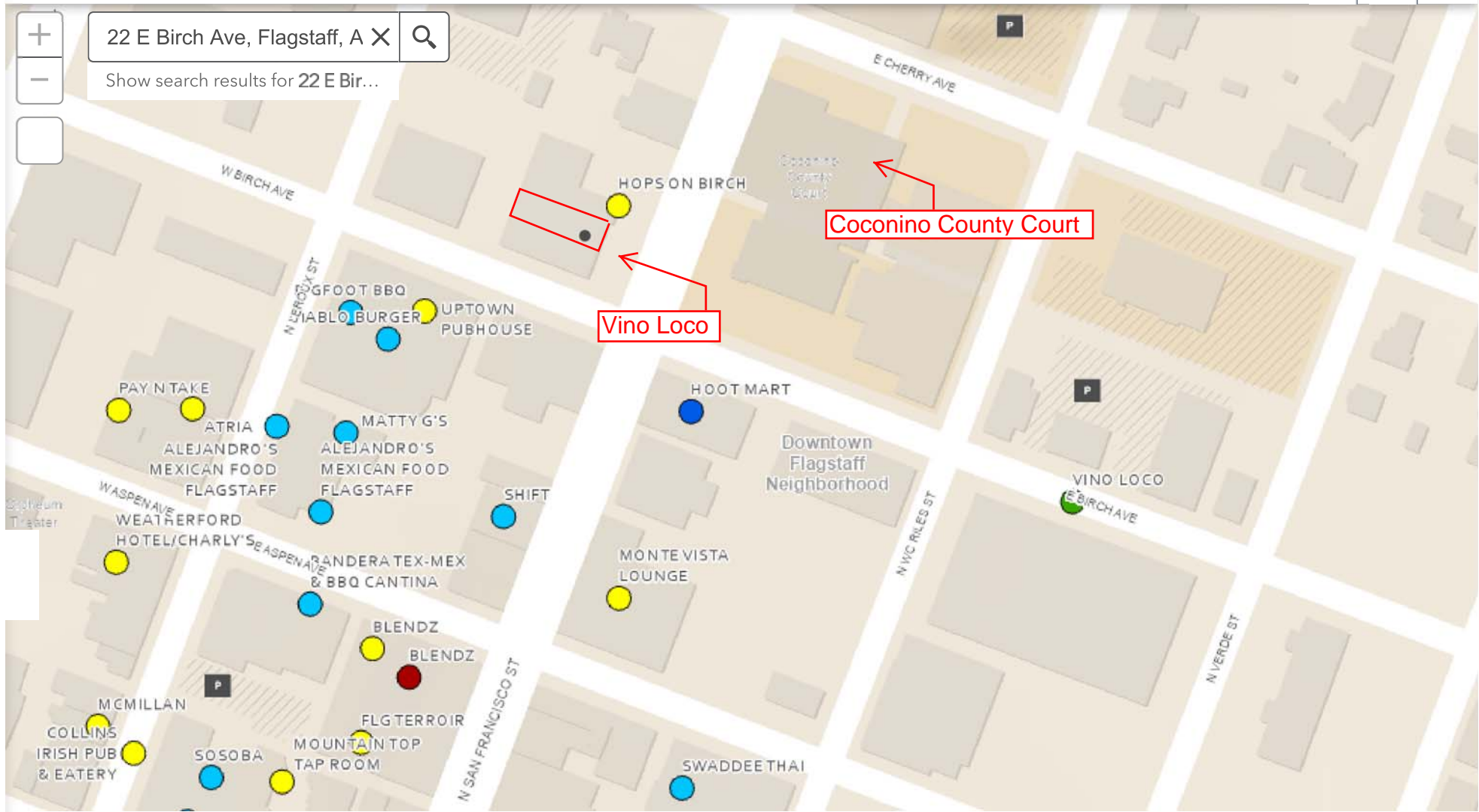
This application is a request for a transfer Series 7 Beer & Wine Bar liquor license by Dara Sprinces Wong on behalf of Vino Loco. This business is located within the Central Business district. This district does allow for this use.

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



Active Liquor Licenses

City of Flagstaff GIS



**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council

:

Date: 10/27/2021

Meeting Date: 11/02/2021



TITLE:

Consideration and Approval of Contract: An Energy Services Contract to NORESKO, LLC, in an amount not to exceed \$188,000 and authorize the First Phase of Project Implementation.

STAFF RECOMMENDED ACTION:

1. Award an Energy Services Contract to NORESKO, LLC, in an amount not to exceed \$188,000 and authorize the First Phase of Project Implementation; and
2. Authorize the City Manager to complete the necessary documents.

Executive Summary:

On March 31, 2021, Procurement staff issued a solicitation for an Energy Services Contract ("ESCO") to begin an Investment Grade Audit to identify conservation measures and improvements that may be implemented to City facilities and other non-building opportunities. The ESCO will also develop an implementable plan for building electrification to transition the City from fossil fuels. The services identified in the ESCO will assist in the City's commitment to carbon neutrality by 2030. The specific conservation measures will be determined through an Investment Grade Audit, which is a comprehensive energy audit, and will be followed by an energy, fuel, water, and wastewater performance based savings proposal through an Energy Efficiency Services Job Order Contract.

The solicitation was open for six weeks, closing on May 19, 2021. Staff held a pre-bid meeting on April 15, 2021, to review the scope of the ESCO and answer questions of proposers. Five companies submitted proposals, which were reviewed by a committee made up of City staff, technical experts, and a representative from the Sustainability Commission. The two highest-ranking bidders were interviewed on July 7, 2021, and as a result of the interviews, NORESKO, LLC ("NORESKO") scored the highest review points.

Financial Impact:

The ESCO is a financial mechanism used to identify facility upgrades that may be paid for with energy savings without upfront capital. Upon completion of the Investment Grade Audit, NORESKO will submit a separate proposed Energy Efficiency Services Job Order Contract as Phase 2. This Energy Efficiency Services Job Order Contract will identify projects and updated equipment that would create energy savings, maintenance savings, and potential operational savings which are anticipated to be sufficient to cover 75 percent (75%) to 100 percent (100%) of all project and updated equipment costs.

Through the ESCO, NORESKO will conduct the Investment Grade Audit of City facilities and processes (e.g. water production and waste water treatment). The Investment Grade Audit will include the following technology categories:

1. Energy and water efficiency
2. Water meter replacements with automated metering infrastructure (AMI)
3. Fleet Conversion to Electric
4. Strategic Sourcing
5. Water and wastewater process improvements (preliminary assessment only)

There is a multi-phase approach:

- Phase 1: Conduct a detailed preliminary assessment of the energy and water efficiency, water meter replacements with automated metering infrastructure (AMI), fleet conversion to electric, strategic sourcing opportunities, and water and wastewater process improvements.
- Phase 2: The detailed development of a water and wastewater process improvements, under a separate potential Energy Efficiency Services Job Order Contract.

Sustainability staff has identified the following priority assessments for the Investment Grade Audit:

- City Hall Boiler Replacement
- Main Library Boiler Replacement
- Main Library Window Replacement
- Aquaplex Center Boiler Replacement

Upon completion of the Investment Grade Audit, NORESO will submit a report and a proposed Energy Efficiency Services Job Order Contract that will identify projects and updated equipment for energy conservation measures. An Energy Efficiency Services Job Order Contract would come before City Council at a future date. While there is no upfront capital necessary to assess the energy conservation measures, the City will be required to pay NORESO an amount not to exceed \$188,000 for the Investment Grade Audit if there is no resulting Energy Efficiency Services Job Order Contract.

There is no financial impact for this item in FY 2021-2022. The financial impact of this item will be re-evaluated during the FY 2022-2023 budget process.

Policy Impact:

N/A

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Council Goals:

Take meaningful climate change action.

Strategic Priorities:

High performing governance

Safe and healthy community

Inclusive and engaged community

Sustainable, innovative infrastructure

Robust resilient economy

Livable community

Regional Plan

Regional Plan:

Goal E.1. Increase energy efficiency.

Goal E.2. Expand production and use of renewable energy.

Goal E&C.1. Proactively improve and maintain the region's air quality.

Goal E&C.2 Reduce Greenhouse gas emissions.

Goal E&C.3 Strengthen community and natural environment resiliency through climate adaptation efforts.

Goal E&C.4. Integrate the best available science into all policies governing the use and conservation of Flagstaff's natural resources.

Has There Been Previous Council Decision on This:

1. Adoption of the Climate Action and Adaptation Plan on November 20, 2018.
2. Adoption of the Climate Emergency Declaration Resolution on June 23, 2020.
3. Adoption of the Carbon Neutrality Plan on June 15, 2021.

Background/History:

On March 31, 2021, Procurement staff posted a formal Request for Proposals ("RFP") for an Energy Service Contract on the City's PlanetBids electronic bidding platform, and advertised on April 4 and April 11, 2021, in the Arizona Daily Sun. On May 21, 2021, when the RFP closed, the City had received five responses. An eight-person evaluation committee was formed consisting of five City staff and three non-City Staff professionals. Upon completion of the evaluation process, two contractors were short-listed for further discussions with the evaluation group. After discussions and evaluations scores were compiled and NORESKO was deemed most qualified to perform the work and staff is requesting approval of award.

Contractor	Proposal Evaluation	Short List Discussion	Totals
Ameresco	579	-	
McKinstry	604	-	
Midstate	602	-	
NORESCO	618	657	1275
Schneider Electric	622	606	1228

Attachments: [ESCO NORESKO Contract](#)
 [Carbon Neutrality Plan Booklet](#)

ENERGY SERVICES CONTRACT

Contract No. 2021-63

THIS ENERGY SERVICES CONTRACT (this “**Contract**”) is entered into as of _____, 20_____, by and between the City of Flagstaff, a political subdivision of the State of Arizona located at 211 West Aspen Avenue, Flagstaff, AZ 86001 (“**City**”) and NORESO, LLC, a Delaware limited liability company, having its principal place of business at One Research Drive Suite 400C Westborough, MA 01581 (“**Contractor**”). The City and Contractor may be collectively referred to as the “**Parties**” and individually as a “**Party**.”

RECITALS

WHEREAS, the City desires to receive, and Contractor is able to provide professional services related to an energy audit and a savings analysis and further comply with the Energy Performance Contracting Act (A.R.S. § 34-105); and

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

CONTRACT

1. **Scope of Work:** Conduct a comprehensive investment grade technical energy audit (the “**Investment Grade Audit**”) and savings analysis (the “**Report**”) at identified City facilities (“**Facilities**”) in order to determine the feasibility of entering into a guaranteed energy performance savings contract (“**Energy Efficiency Services Job Order Contract**”) to provide for the installation and implementation of energy conservation measures (“**ECMs**”) through a number of Projects at the Facilities which may be completed as Job Order Agreements.

And as more specifically described in the scope of work (as amended and/or otherwise modified from time to time as provided herein, (“**Scope of Work**”) attached hereto as Exhibit A.

2. **Compensation:**
 - a. There shall be no initial cost to the City. The design of the projects and installation of equipment to implement the measures will be structured so that the energy savings, maintenance and operational savings, and avoided costs resulting from the installed energy conservation measures are sufficient to cover 75 percent (75%) to 100 percent (100%) of all project costs for the duration of the Contract.
 - b. In the event the City elects not to proceed, for any reason, with the future negotiation of a guaranteed energy, fuel, water, and wastewater Energy Efficiency Services Job Order Contract, after the completion of the Investment Grade Audit, the City will pay a one-hundred eighty-eight thousand (\$188,000) backout fee for the Investment Grade Audit to the Contractor.
 - c. City acknowledges that this fee represents only a portion of Contractor’s cost to perform the Investment Grade Audit and Contractor will incorporate the full cost of the Investment Grade Audit into any eventual Energy Efficiency Services Job Order Contract.

3. Standard Terms and Conditions: The City of Flagstaff Standard Terms and Conditions, attached hereto as Exhibit B, are hereby incorporated by reference and shall apply to performance of this Contract, except to the extent modified in Exhibit A.
4. Insurance: Contractor shall meet insurance requirements of the City, attached here to as Exhibit C.
5. Contract Term: The Contract term is for a period of two (2) years and continuing through _____, 2023 pursuant to the Standard Terms and Conditions. The Contract shall be effective as of the date signed by both parties. The Scope of Work shall be completed within two (2) years of Contract signature date. Performance shall commence within ten (10) days from the City's issuance of the Notice to Proceed and shall be completed on or before _____, 20____ consistent with the schedule of services.
6. Renewal: This Contract may be renewed for up to three (3) one (1) -year extensions by mutual written consent of the parties. The City Manager or his/her designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.
7. City Representative: The City Representative is Nicole Antonopoulos, Sustainability Manager, or her designee. All communications to the City shall be through the City Representative. The City Representative is responsible for bringing any request for a contract amendment or price adjustment to the attention of the Senior Procurement Specialist.
8. Key Personnel/Subcontractors: Contractor must identify the contact information for Key Personnel and Subcontractors (if any). Key Personnel are those employees whose license number and signature will be placed on key documents and those employees who have significant responsibilities for completion of the services. The City Representative for this Contract has the right to approve any proposed substitution of Key Personnel or Subcontractors.
9. City Ownership of Document and Data: Any original documents prepared or collected by Contractor in performance of this Contract such as models, samples, reports, test plans, survey results, graphics, tables, charts, plans, maps, specifications, surveys, computations and other data shall be the property of City ("City's work product"), unless otherwise agreed by the parties in writing. Contractor agrees that all materials prepared under this Contract are "works for hire" within the meaning of the copyright laws of the United States and hereby assigns to the City all rights and interests Contractor may have in the materials it prepares under this Contract, including any right to derivative use of the material.
10. Re-Use: City may use the City's work product without further compensation to Contractor; provided, however, the City's reuse without written verification or adaption by Contractor for purposes other than contemplated herein is at the City's sole risk and without liability to Contractor. Contractor shall not engage in any conflict of interest nor appropriate any portion of the City's work product for the benefit of Contractor or any third parties without the City's prior written consent.
11. Delivery of Document and Data: Upon termination of this Contract in whole or part, or upon expiration if not previously terminated, Contractor shall immediately deliver to the City copies all of the City's work product and any other documents and data accumulated by Contractor in performance of this Contract, whether complete or in process.

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

To the City:

Emily Markel
Senior Procurement Specialist
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, AZ 86001
emarkel@flagstaffaz.gov

To Contractor:

Pablo Hernandez
NORESKO, LLC
One Research Drive Suite 400C
Westborough, MA 01581
phernandez@noresko.com

With a copy to:

Nicole Antonopoulos
Sustainability Manager
City of Flagstaff
419 N. Mogollon Street
Flagstaff, AZ 86001
nantonopoulos@flagstaffaz.gov

With a copy to:

Kathleen Krasenics
NORESKO, LLC
One Research Drive Suite 400C
Westborough, MA 01581
Kathleen.Krasenics@noresko.com
Cc: licensing@noresko.com (Legal
Department)

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

**(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURES ON FOLLOWING PAGE)**

CONTRACTOR

Print name: _____

Title: _____

CITY OF FLAGSTAFF

Print name: _____

Title: _____

Attest:

City Clerk

Approved as to form:

City Attorney's Office

Notice to Proceed issued: _____, 2021

EXHIBIT A

SCOPE OF WORK

1. Investment Grade Audit

Contractor will conduct an Investment Grade Audit at City Facilities, as listed in Table A.1, to determine the feasibility of entering into an Energy Efficiency Services Job Order Contract. The Investment Grade Audit will include the following technology categories:

- i. Energy and water efficiency
- ii. Water meter replacements with automated metering infrastructure (AMI)
- iii. Fleet Conversion to Electric
- iv. Strategic Sourcing
- v. Water and wastewater process improvements (preliminary assessment only)

The Investment Grade Audit will present a multi-phase approach:

- Phase 1: Detailed preliminary assessment of the energy and water efficiency, water meter replacements with automated metering infrastructure (AMI), fleet conversion to electric, Strategic Sourcing opportunities, and of water and wastewater process improvements.
- Phase 2: The detailed development of a water and wastewater process improvement, under a separate potential Energy Efficiency Services Job Order Contract.

This process will include in Phase 1, the following priority assessments within the Investment Grade Audit identified by the City:

- City Hall Boiler Replacement
- Main Library Boiler Replacement
- Main Library Window Replacement
- Aquaplex Center Boiler Replacement

Investment Grade Audit Development Plan

Contractor will prepare a comprehensive plan for developing and completing the Investment Grade Audit deliverables. This plan will be presented as part of a kickoff meeting to establish tasks, roles and responsibilities to finalize a schedule to complete the work. As part of the kickoff meeting Contractor will complete the following:

- a) Discuss City requests and project funding to determine areas and technologies that are anticipated to be a part of the project
- b) Review available facility blue-prints and specifications provided by the City to become familiar with the facility systems for the areas determined to be a part of the proposed project
- c) Review construction documents from recent projects including water/wastewater plant upgrade designs and reports, water meter upgrades, lighting retrofits and HVAC and controls work completed within the past five years to be provided by the City
- d) Interview operating personnel and occupants to get a better understanding about the electrical, mechanical, plumbing, irrigation, and water/wastewater treatment systems
- e) Document any issues or problems that need to be addressed related to the areas determined to be a part of the proposed project

- f) Obtain a list of preferred contractors, if available
- g) Obtain detailed electrical, mechanical and plumbing operating schedules on areas determined to be a part of the proposed project
- h) Gather most recent utility costs (electric, natural gas, water/sewer, trash) for the facilities determined to be a part of the project
- i) Gather detailed current and future years' O&M and Capital budget plans related to facilities determined to be a part of the project
- j) Gather information and copies of existing Maintenance and Service Contracts related to facilities determined to be a part of the project
- k) Obtain letter of authorization releasing utility data to Contractor
- l) Obtain facilities and operational calendar

Finance and Energy Efficiency Services Job Order Contract Workshop

Concurrent with the development kickoff meeting, a separate meeting will be scheduled to start the assessment of the wastewater and facilities in preparation for a potential design/build construction Energy Efficiency Services Job Order Contract. The development, review and approval of the Energy Efficiency Services Job Order Contract can take several weeks, and therefore must move forward simultaneously with the technical analysis. In addition, the method for procuring and approving project financing must also be developed. The scope of this meeting will include:

- a) Define the review and approval process for the Energy Efficiency Services Job Order Contract, Job Order Agreements and Project Financing
- b) Identify City staff involved in the review and approval process
- c) Develop a schedule of tasks and milestones
- d) Confirm the finance structure inclusive of City capital contribution and project finance term up to twenty (20) years.

On Site Field Audit

During a planned site visit, a team of Contractor energy professionals will survey each facility and gather necessary information in order to perform the engineering and energy evaluation. Tasks that Contractor will complete during the field visit include, but are not limited to:

- a) Inventory lighting and plumbing fixtures that have not been retrofitted or replaced within the previous five years, HVAC equipment needing replacement, plug load equipment, and water and wastewater treatment equipment.
- b) Document nameplate data of equipment listed above
- c) Document locations and verifying print/layout maps for equipment listed above
- d) Photograph existing equipment listed above
- e) Conduct isolated monitoring (as needed)
- f) Interview staff and maintenance personnel
- g) Obtain operating schedules, procedures and system configurations for equipment listed above

Utility Tariff Analysis

Contractor will perform utility analysis of each facility determined to be a part of the project using past energy history, to determine the monthly electric, gas and demand profiles, and compare the energy use indices of the facility with similar facilities in the same geographic location. This step provides important

preliminary information about the existing potential at each facility. Tasks that Contractor will complete during the analysis include:

- a) Perform utility bill analysis
- b) Establish base year consumption
- c) Establish effective rates for electricity, natural gas and water/sewer and respective annual escalations
- d) Interview City facility personnel on billing issues and anomalies

Preliminary ECM and Utility Baseline Workshop

Contractor will provide a preliminary Energy Conservation Measure (ECM) Matrix with specific ECMs for review and consideration for this project. City and Contractor will mutually agree on the ECMs that will move forward for detailed savings and cost analysis.

Concurrently, the team will review the utility baseline analysis and associated effective utility rates to be used in the energy and financial analysis.

Investment Grade Audit Report

Contractor will complete a comprehensive energy analysis of each facility using the information provided by the City, the data gathered during the on-site field audit, and the results of the utility tariff analysis. Results of the Investment Grade Audit will determine the annual energy savings by each ECM type for each Facility. Tasks that Contractor will complete during the energy analysis include:

- a) Determine energy savings methodology by ECM
- b) Perform savings evaluation
- c) Document assumption and detailed calculations
- d) Develop operating standards for the energy using equipment

Financial Cost Benefit Analysis

Contractor will complete a cost benefit analysis to demonstrate the financial impacts to City for implementing the proposed solutions. Total Project cost will include, but is not limited to, the following:

- a) Equipment and installation costs
- b) Engineering costs
- c) Detailed design costs
- d) Construction management costs
- e) Commissioning costs
- f) Project development costs
- g) Measurement & Verification costs
- h) Administrative costs
- i) Project contingency costs
- j) Overhead and fees
- k) Profit
- l) Taxes
- m) Construction interest

The City acknowledges and agrees that Contractor has not acted as a municipal financial advisor to the City and that the City has not relied on Contractor for any matters relating to the financing of the Project, including issuance of any bonds.

Project Management Plan

Contractor will prepare a project plan for implementation that will include the following:

- a) Project installation
- b) Construction scope of work
- c) Equipment specification/cut sheets
- d) Commissioning procedures
- e) Project schedule

Final ECM Scope Workshop

Contractor will provide the City with the results of the detailed cost and savings analysis for the selected ECMs, and the associated financial summary. Final comments and revisions will be discussed and resolved, and the results incorporated into the Investment Grade Audit Report.

Submit Investment Grade Audit Report

Based on the input provided during the Final ECM Scope Workshop, Contractor will revise and finalize the Investment Grade Audit Report. Parties agree that any and all reports, deliverables, documentation, etc. shall only become the property of the City upon payment in full. The Investment Grade Audit Report will be organized as noted later in this section including an Executive Summary, Energy Efficiency Services Job Order Contract and associated attachments. These Energy Efficiency Services Job Order Contract Attachments, as well as the Energy Efficiency Job Order Contract terms and conditions concurrently negotiated during the project development process, will comprise the final Energy Efficiency Services Job Order Contract.

Parties agree that reuse of the design and/or corresponding contract documents or portions thereof by the City shall be limited to the City and for the benefit of the City. When reuse is contemplated, all title blocks and references to Contractor shall be removed from drawings unless written consent for reuse is given by Contractor. The City shall defend, indemnify and hold Contractor, its officers, employees and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims or injury or damages arising out of the reuse of the design and / or corresponding contract documents or portion thereof without the written consent of Contractor.

Note that Contractor will also support the City with information required for describing the project to City Council and related departments, such as powerpoint presentations and summarized project descriptions and data.

Final Energy Efficiency Services Job Order Contract and Finance Workshop

If required, a final workshop will be held with City procurement and finance team members to discuss project elements and prepare for subsequent review and approval.

2. Strategic Sourcing

Contractor shall provide strategic sourcing services for the following specified City budget categories:

- Telecommunications and IT
- Temporary Labor and Professional Services
- Insurance (Health and Non Health)
- Logistics
- Equipment, Vehicle Rental and Vehicle Management
- Office Supplies, Printing, Shop Supplies, Furniture
- Travel
- P Card, Ghost Card, Travel Card Programs
- Marketing and Promotional Services

Additional budget categories can be added by mutual agreement.

Contractor will develop a comprehensive strategy to identify, validate, and implement expense reductions, enhanced revenue, and refunds of vendor overpayments. The work will be performed as follows:

Opportunity Analysis (“Phase 1”)

After receipt of the necessary financial information from the City, Contractor will complete a preliminary assessment of strategic sourcing opportunities. Results of the assessment will be communicated to the City in a strategic sourcing opportunity report which shall include the identification of budget categories for which potential savings or enhanced revenue opportunities have been identified and the range of projected savings or enhanced revenue.

The City shall review the strategic sourcing opportunity report and shall identify in writing which (if any) budget categories should be evaluated further. Additional analysis would be completed under separate agreement or amendment to this agreement structured under a shared savings approach.

Table A.1 City Facilities

<i>Facility</i>	<i>Address</i>	<i>Year Built</i>	<i>Square Footage</i>
Airport - Apron E (#2790)	2790 W. Lightning Drive	2005	2,700
Airport - Foxtrot Hangar 1 (#2771)	2771 W. Lightning Drive	2005	14,080
Airport - Foxtrot Hangar 2 (#2791)	2791 W. Lightning Drive	2005	14,080
Airport - Hangar A (#2660)	2660 W. Lightning Drive	1989	14,560
Airport - Hangar D (#2750)	2750 W. Lightning Drive	1992	14,560

<i>Facility</i>	<i>Address</i>	<i>Year Built</i>	<i>Square Footage</i>
Airport - Hangar E (#2661)	2661 W. Lightning Drive	1999	14,560
Airport AARF	6000 S. Liberator Lane	2005	11,500
Airport DPS	6090 S. Liberator Lane	1980	3,750
Airport FAA maintenance	6628 S Cessna Circle	1980	2,000
Airport Hangar #2661	2661 W. Lighting Drive	2005	18,000
Airport terminal	6620 S. Pulliam Dr.	1995	27,815
Aquaplex Center	1702 N. 4th St.	2008	52,500
Cemetery House	1300 S. San Francisco	1975/2011	2,392
Cemetery Storage Warehouse	1300 S. San Francisco	1990	1,820
City Court	15 N. Beaver	1945	12,300
City Courthouse	101 W. Cherry	2020	39,500
City Hall	211 W. Aspen	1983	49,400
City Warehouse	5477 E. Commerce	1986	5,600
Coconino Warehouse	511 W. Coconino	1965	4,400
Cogdill Recreation Center	301 S. Paseo de Flag	1969	8,752
Fire Station #1	1972 S. Thompson Rd	2007	8,620
Fire Station #10 (Old Airport Ops Building)	6629 S. Cessna Circle	1954/1974	2,000

<i>Facility</i>	<i>Address</i>	<i>Year Built</i>	<i>Square Footage</i>
Fire Station #2	1701 E. Ponderosa Pkwy	2011	14,631
Fire Station #3	4500 E. Nestle-Purina	2009	8,620
Fire Station #4	4040 E. Butler	1987	5,600
Fire Station #5	2525 N. Fort Valley Road	2008	8,620
Fire Station #6	3877 S. Lake Mary Rd.	1999	9,000
Hal Jensen Recreation Center	2403 N. Izabel	1970	16,808
J. Lively Ice Rink	1850 N. Turquoise	1975 / 2010	34,991
Joe C. Montoya Community and Senior Center	245 N. Thorpe	1978	9,246
Joel Montalvo Building	2230 E. Spruce	1950	3,300
Lake Mary - Filtration Building (11)	4500 S. Lake Mary Rd	2003	9,246
Lake Mary - Old Plant (2)	4500 S. Lake Mary Rd	1941	2,590
Lake Mary - Operations Control (1)	4500 S. Lake Mary Rd	1964	4,603
Lake Mary - Plant Maint. Shop (6)	4500 S. Lake Mary Rd	1960-66	2,100
Lake Mary Pump House	Lake Mary Well Field	1982	2,679
Landfill - Administration Bldg	Cinder Lake Landfill	2001	2,717
Landfill - Household Prod. Coll. Center	Cinder Lake Landfill	2002	4,000
Landfill - Maintenance Building	Cinder Lake Landfill	2008	4,700

<i>Facility</i>	<i>Address</i>	<i>Year Built</i>	<i>Square Footage</i>
Landfill – Offices	Cinder Lake Landfill	1985	1,600
Library East	3000 N. 4th St. #5		11,000
Library Main	300 W. Aspen	1987	35,000
McCallister Ranch House	3366 W. Rt 66	1940's	2,000
McPherson Center	1850 N. Turquoise	1970	2,100
Milligan House	323 W. Aspen	1904	3,514
Murdoch Center	220 E. Brannen	1965	2,000
NACET – Incubator	2225 N. Gemini Drive	2008	10,285
NACET Accelerator - Innovation Mesa	2201 N. Gemini Drive	2015	28,053
North Reservoir Filtration Plant		1983	7,700
Phoenix Warehouse	216 W. Phoenix Ave.	1969	23,409
Ponderosa Head Start	1825 N. Main St		3,000
Prosecutors Building	107 W. Aspen	2001	3,255
PW Bldg 3 - Multi Use Garage (Old Solid Waste)	419 N. Mogollon	2005	6,300
PW Bldg 7 - Fleet/Vehicle Shop	419 N. Mogollon	1945	16,200
PW Core Admin Building 5	3200 W. Route 66	2018	13,155
PW Core Fleet Building 2	3200 W. Route 66	2018	21,701

<i>Facility</i>	<i>Address</i>	<i>Year Built</i>	<i>Square Footage</i>
PW Core Solid Waste Building 3	3200 W. Route 66	2018	17,580
PW Core Streets Building 4	3200 W. Route 66	2018	20,809
PW Core Wash Facility Building 1	3200 W. Route 66	2018	3,000
Rio De Flag - Final Sludge & Scum Sta.	600 Babbitt Way	1993	1,518
Rio De Flag - Influent Pumping Sta.	600 Babbitt Way	1993	4,545
Rio De Flag - Operations Building	600 Babbitt Way	1993	21,525
Rio De Flag - Primary Sludge/Pumping Sta.	600 Babbitt Way	1993	1,510
Sunnyside Head Start	1825 N. 1 St		2,500
Sustainability Office (Old SW Office-B1)	419 N. Mogollon	1984	2,838
Theatrikos Building	11 W. Cherry	1940	8,500
Thorpe Shop	600 N. Thorpe Road	1975	4,000
USGS #3	2255 N. Gemini	1974	16,552
USGS #4	2255 N. Gemini	1976	23,847
USGS #5	2255 N. Gemini	1976	9,163
USGS #6	2255 N. Gemini	2002	27,525
Utilities Shop	5401 E. Commerce	1999	17,388
Visitor's Center	1 W. Rte. 66	1937	5,000

<i>Facility</i>	<i>Address</i>	<i>Year Built</i>	<i>Square Footage</i>
Water Services / Housing East Side Annex	2323 N. Walgreens	1992	8,623
Wildcat Hill - Bio Towers & Oil Storage (7)	2800 N. El Paso Flag rd	1970	28,000
Wildcat Hill - Chlorine Storage (1)	2800 N. El Paso Flag rd	1982	1,783
Wildcat Hill - Influent Head works (11)	2800 N. El Paso Flag rd	1982	3,400
Wildcat Hill - Non-Haz. Liquid Waste (15)	2800 N. El Paso Flag rd	1980	10,000
Wildcat Hill - Operations & Maint. (6)	2800 N. El Paso Flag rd	1982	15,452
Wildcat Hill - Prim. Effluent Pump Station (12)	2800 N. El Paso Flag rd	1982	7,000
Wildcat Hill - Process Digesters (13)	2800 N. El Paso Flag rd	1982	9,800
Wildcat Hill - Reclaim Pump Station (4)	2800 N. El Paso Flag rd	1982	1,880
Wildcat Hill - Sand Filter Building (10)	2800 N. El Paso Flag rd	1991	8,632
Wildcat Hill - Sec. Eff. Pump Station (3)	2800 N. El Paso Flag rd	1991	849
Wildcat Hill - Secondary Clarifiers (14)	2800 N. El Paso Flag rd	1982	375
Wildcat Hill - Septage Truck Station (8)	2800 N. El Paso Flag rd	1992	36
Wildcat Hill - Sludge Inj. Equip. Storage (5)	2800 N. El Paso Flag rd	1982	760
Wildcat Hill - SO2 Storage (2)	2800 N. El Paso Flag rd	1991	969
Wildcat Hill - Storm Water Pump Station (9)	2800 N. El Paso Flag rd	1970	750
Woody Mountain Clarifier	Woody Mountain Well Field	1959	3,215

<i>Facility</i>	<i>Address</i>	<i>Year Built</i>	<i>Square Footage</i>
		TOTAL	947,936

Note: The Investment Grade Audit Report shall include an evaluation of City water meters serving residential and commercial water customers.

Investment Grade Audit Deliverables

The deliverables will be structured in three parts as described below. These deliverables may be delivered together or separately, and in any order for consideration by the City.

Part 1 will be comprised of the Investment Grade Audit Report where the deliverables shall include:

- A. Executive Summary
- B. Assessments of:
 - 1. Energy and water efficiency
 - 2. Water meter replacements with automated metering infrastructure (AMI)
 - 3. Fleet Conversion to Electric
 - 4. Strategic Sourcing
 - 5. Water and wastewater process improvements (preliminary assessment only)
- C. A Proposed Design/Build Energy Efficiency Services Job Order Contract with the following Attachments:

ATTACHMENT A	Property Description
ATTACHMENT B	Scope of Services
ATTACHMENT C	Reserved
ATTACHMENT D	Notice to Proceed
ATTACHMENT E	Delivery and Acceptance Certificates
ATTACHMENT F	Guaranty of Energy Cost Savings
ATTACHMENT G	Contract Cost and Annual Services
ATTACHMENT H	Change Order Form
ATTACHMENT I	Maintenance Services
ATTACHMENT J	Contractor Installed Equipment
ATTACHMENT K	Standards of Service
ATTACHMENT L	Modifications to Investment Grade Audit Documentation
ATTACHMENT M	Form of City's Approval of Sample or Specifications

Part 2 will address preliminary development of water and wastewater process improvements where the deliverables shall include:

- A. A brief report summarizing the potential opportunities, preliminary estimate savings and order-of-magnitude budget that could be supported by the savings.
- B. A project development plan will be provided outlining next steps to develop the mutually agreed opportunities.

C. A proposed Phase 2 Energy Efficiency Services Job Order Contract.

Part 3 will address the results of Phase 1 budget optimization through strategic sourcing where the deliverables shall include:

- A. A report with identification of budget categories for which potential savings or enhanced revenue opportunities have been identified and the range of projected savings or enhanced revenue.

EXHIBIT B

STANDARD TERMS AND CONDITIONS

IN GENERAL

1. **NOTICE TO PROCEED:** Contractor shall not commence performance until after City has issued a Notice to Proceed.
2. **LICENSES AND PERMITS:** Contractor its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract, and provide copies to City upon request.
3. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of this Contract.
4. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, this Contract is non-exclusive and the City reserves the right to contract with others for materials or services.
5. **SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity, shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

MATERIALS

6. **PURCHASE ORDERS:** The City will issue a purchase order for the materials covered by the Contract, and such order will reference the Contract number.
7. **QUALITY:** Contractor warrants that all materials supplied under this Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials and will be safe and appropriate for use as normally used. City's inspection, testing, acceptance or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.
8. **ACCEPTANCE:** All materials and services provided by Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.
9. **MANUFACTURER'S WARRANTIES:** Contractor shall deliver all Manufacturer's Warranties to City upon City's acceptance of the materials.
10. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.

11. **TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery, and the City has completed inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.
12. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.
13. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor and may not substitute nonconforming materials, or services. Delivery of nonconforming materials, and/or services, or a default of any nature, at the option of the City, shall constitute shall deliver conforming materials, or services, in each installment or lot of the contract a breach of the contract as a whole.
14. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.
15. **LIENS:** All materials and other deliverables supplied to the City shall be free of all liens other than the security interest held by Contractor until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.
16. **CHANGES IN ORDERS:** The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any 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 shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

PAYMENT

17. **INVOICES:** A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number, and dates when goods were shipped or work performed. Invoices shall be sent within 30 days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.
18. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.
19. **TAXES:** Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of this Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

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

- 20. **FEDERAL EXCISE TAXES:** The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.
- 21. **FUEL CHARGES:** Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by City.
- 22. **DISCOUNTS:** If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials and/or materials were received by City.
- 23. **AMOUNTS DUE TO THE CITY:** Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to City or fees and charges owed to City under this Contract.
- 24. **OFAC:** No City payments may be made to any person in violation of Office of Foreign Assets Control regulations, 31 C.F.R. Part 501.

SERVICES

- 25. **INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.
- 26. **CONTROL:** Contractor shall be responsible for the control of the work.
- 27. **WORK SITE:** Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.
- 28. **SAFEGUARDING PROPERTY:** Contractor shall responsible for any damage to real property of the City or adjacent property in performance of the work and safeguard the worksite.
- 29. **QUALITY:** All work shall be of good quality and free of defects, performed in a diligent and professional manner.
- 30. **ACCEPTANCE:** If work is rejected by the City due to noncompliance with the Contract, The City, after notifying Contractor in writing, may require Contractor to correct the deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.
- 31. **WARRANTY:** Contractor warrants all work for a period of one (1) year following final acceptance by the City. Upon receipt of written notice from the City, Contractor at its own expense shall promptly correct work rejected as defective or as failing to conform to the Contract, whether observed before or after acceptance, and whether or not fabricated, installed or completed by Contractor, and shall bear all costs of correction. If Contractor does not correct deficiencies within a reasonable time specified in the written notice from the City, the City may perform the work and Contractor shall be liable for the costs. This one-year warranty is in addition to, and does not limit Contractor's other obligations herein. This warranty shall survive termination or expiration of the Contract.

INSPECTION, RECORDS, ADMINISTRATION

- 32. **RECORDS:** The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five (5) years after completion of the Contract.
- 33. **RIGHT TO INSPECT BUSINESS:** The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.
- 34. **PUBLIC RECORDS:** This Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law, A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as “confidential”, the City will endeavor to notify Contractor prior to release of such information.
- 35. **CONTRACT ADMINISTRATION:** Contractor will be required to participate in the City’s Contract Administration Process. Contractor will be closely monitored for contract compliance and will be required to promptly correct any deficiencies.

INDEMNIFICATION, INSURANCE

- 36. **GENERAL INDEMNIFICATION:** Contractor shall indemnify, defend and hold harmless the City, its council, boards and commissions, officers, employees from all losses, claims, suits, payments and judgments, demands, expenses, attorney’s fees or actions of any kind resulting from personal injury to any person, including employees, subcontractors or agents of Contractor or damages to any property arising or alleged to have arisen out of the negligent performance of the Contract, except any such injury or damages arising out of the sole negligence of the City, its officers, agents or employees. This indemnification provision shall survive termination or expiration of the Contract.
- 37. **INSURANCE:** Contractor shall maintain all insurance coverage required by the City, including public liability and worker’s compensation.
- 38. **INTELLECTUAL PROPERTY INDEMNIFICATION:** Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other proprietary rights of any third parties arising out of contract performance or use by the City of materials furnished or work performed under this Contract. Contractor shall promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City and its agents for alleged infringement, or alleged unfair competition resulting from similarity in design, trademark or appearance of goods, and indemnify the City against any and all expenses, losses, royalties, profits and damages, attorneys fees and costs resulting from such proceedings or settlement thereof. This indemnification shall survive termination or expiration of the Contract.

CONTRACT CHANGES

- 39. **PRICE INCREASES:** Except as expressly provided for in the Contract, no price increases will be approved.
- 40. **COMPLETE AGREEMENT:** The Contract is intended to be the complete and final agreement of the parties.
- 41. **AMENDMENTS:** This Contract may be amended by written agreement of the parties.

42. **SEVERABILITY:** If any term or provision of this Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted, and the remainder of this Contract shall remain in full force and effect.
43. **NO WAIVER:** Each party has the right insist upon strict performance of the Contract, and the prior failure of a party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.
44. **ASSIGNMENT:** This Contract may be assigned by Contractor with prior written consent of the City, which will not be unreasonably withheld. Any assignment without such consent shall be null and void. Unless expressly provided for in a separately executed Consent to Assignment, no assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to City. The Purchasing Director shall have authority to consent to an assignment on behalf of City.
45. **BINDING EFFECT:** This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

46. **SUBCONTRACTING:** Contractor may subcontract work in whole or in part with the City's advance written consent. City reserves the right to withhold consent if subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.
47. **NONDISCRIMINATION:** Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, familial status and represents and warrants that it complies with all applicable federal, state and local laws and executive orders regarding employment. In addition, any Contractor located within City of Flagstaff limits shall comply with the City Code, Chapter 14-02 Civil Rights which also prohibits discrimination based on sexual orientation, or gender identity or expression.
48. **DRUG FREE WORKPLACE:** The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor personnel shall abstain from use or possession of illegal drugs while engaged in performance of this Contract.
49. **IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all State and Federal Immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty"). A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City. The City retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on this Contract to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor

agrees to assist the City in regard to any random verification performed. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A).

DEFAULT AND TERMINATION

- 50. TERMINATION FOR DEFAULT:** Prior to terminating this Contract for a material breach, the non-defaulting party shall give the defaulting party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches the non-defaulting party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the parties may execute all remedies available at law in addition Contract remedies provided for herein.
- 51. CITY REMEDIES:** In the event of Contractor's default, City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.
- 52. CONTRACTOR REMEDIES:** In the event of City's default, Contractor may pursue all remedies available at law, except as provided for herein.
- 53. SPECIAL DAMAGES:** In the event of default, neither party shall be liable for incidental, special, or consequential damages.
- 54. TERMINATION FOR NONAPPROPRIATION OF FUNDS:** The City may terminate all or a portion of this Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.
- 55. TERMINATION FOR CONVENIENCE:** Unless expressly provided for otherwise in the Contract, this Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If this Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by City before the effective date of termination.
- 56. TERMINATION DUE TO INSOLVENCY:** If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate this Contract, and Contractor is deemed in default, at any time if the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.

- 57. PAYMENT UPON TERMINATION:** Upon termination of this Contract, City will pay Contractor for satisfactory performance up until the effective date of termination. City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.
- 58. CANCELLATION FOR GRATUITIES:** The City may cancel this Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant ("Gratuities") in connection with award or performance of the Contract.
- 59. CANCELLATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511):** The City may cancel this Contract within three (3) years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

- 60. ADVERTISING:** Contractor shall not advertise or publish information concerning its Contract with City, without the prior written consent of the City.
- 61. NOTICES:** All notices given pursuant to this Contract shall be delivered at the addresses as specified in the Contract or updated by Notice to the other party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four (4) days after being sent; (c) or sent by overnight courier, with receipt deemed effective two (2) days after being sent. Notice may be sent by email as a secondary form of notice.
- 62. THIRD PARTY BENEFICIARIES:** This Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.
- 63. GOVERNING LAW:** This Contract shall be construed in accordance with the laws of Arizona.
- 64. FORUM:** In the event of litigation relating to this Contract, any action at law or in equity shall be filed in Coconino County, Arizona.
- 65. ATTORNEYS' FEES:** If any action at law or in equity is necessary to enforce the terms of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, professional fees and expenses.
- 66. FORCE MAJUERE:** There may be events that occur during the term of this Contract that are beyond the control of both the City and the Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God. These events may result in a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables that are the subject of this Contract.

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

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

- 67. NO BOYCOTT OF ISRAEL:** Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over 10 employees and the Contract is worth at least \$100,000, the Party certifies that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.

EXHIBIT C

INSURANCE REQUIREMENTS

1. In General. Contractor shall maintain insurance against claims for injury to persons or damage to property, arising from performance of or in connection with this Contract by the Contractor, its agents, representatives, employees or contractors.
2. Requirement to Procure and Maintain. Each insurance policy required by this Contract shall be in effect at, or before, commencement of work under this Contract and shall remain in effect until all Contractor's obligations under this Contract have been met, including any warranty periods. The Contractor's failure to maintain the insurance policies as required by this Contract or to provide timely evidence of renewal will be considered a material breach of this Contract.
3. Minimum Scope and Limits of Insurance. The following insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City does not represent or warrant that the minimum limits set forth in this Contract are sufficient to protect the Contractor from liabilities that might arise out of this Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

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

a. Commercial General Liability - Occurrence Form

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

b. Umbrella Coverage \$2,000,000

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

d. Workers' Compensation and Employer's Liability

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

e. Professional Liability \$2,000,000

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

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

- a. Additional Insured. In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents and employees shall be named and endorsed as additional insureds with respect to liability arising out of this Contract and activities performed by or on behalf of the Contractor, including products and completed operations of the Contractor, and automobiles owned, leased, hired or borrowed by the Contractor.
- b. Broad Form. The Contractor's insurance shall contain broad form contractual liability coverage.
- c. Primary Insurance. The Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, agents and employees, shall be in excess of the coverage of the Contractor's insurance and shall not contribute to it.
- d. Each Insured. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. Not Limited. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- f. Waiver of Subrogation. The policies shall contain a waiver of subrogation against the City, its officers, officials, agents and employees for losses arising from work performed by Contractor for the City.

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

Attention: Emily Markel, Senior Procurement Specialist
Contract No. 2021-63
Purchasing Department
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, Arizona 86001

- 7. Acceptability of Insurers. Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- 8. Certificates of Insurance. The Contractor shall furnish the City with certificates of insurance (ACORD form) as required by this Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City project/contract number and project description shall be noted on the certificates of insurance. The City must receive and approve all certificates of insurance and endorsements before the Contractor commences work.

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

A Bold Vision: Flagstaff Carbon Neutrality Plan Summary

JUNE 2021



MOVING FORWARD

- > **CLIMATE CHANGE**, accelerated by human-caused greenhouse gas emissions, is **disrupting global weather patterns and threatening communities across the world**. If the increasing amount of greenhouse gases in the atmosphere is not reduced, life as we understand it will be irreversibly altered.
- > **THE CLIMATE EMERGENCY** requires an urgent mobilization effort to restore a safe climate, protect the earth's diversity of culture and life, and prioritize vulnerable communities.

In response to community appeals, the Flagstaff City Council declared a Climate Emergency in June 2020, calling for a dramatic increase in ambition and a city-wide mobilization towards an equitable transition.

The Climate Emergency Declaration is the foundation for this document and Flagstaff's goal to reach carbon neutrality by 2030.

The Flagstaff Carbon Neutrality Plan outlines how the Flagstaff community will respond to the climate emergency. The path to carbon neutrality will require leadership, bold action, perseverance and creativity. Each step closer to carbon neutrality offers hope for a healthy, prosperous, and equitable future for the Flagstaff community—and the world.

- > **FLAGSTAFF COMMUNITY MEMBERS** spurred the creation of the **Climate Emergency Declaration**, starting with a citizen petition. Residents formed coalitions representing groups with unique perspectives on climate change, from business owners to grandparents. Hundreds of community members organized to attend City Council meetings and request the Climate Emergency Declaration.

Community involvement continued throughout the development of this Plan. **Community voices will remain integral as the City moves forward to reach Flagstaff's climate goals.**

- > **CLIMATE CHANGE AFFECTS PEOPLE DIFFERENTLY**. Vulnerable communities, including low-income families, communities of color, and the elderly, will face the greatest challenges from climate change. Equity and climate justice will be foundational elements of our work, to avoid harm to underserved groups and to ensure the benefits of climate action are fairly distributed.

OUR VISION



The Flagstaff community takes ambitious action to reduce greenhouse gas emissions and build community resilience, resulting in a higher quality of life for all residents. This transformation involves the entire community, is supported by collaborations with regional and tribal partners, provides opportunities, and centers vulnerable communities in an equitable transition towards carbon neutrality.

OUR GOALS

- 1 Achieve carbon neutrality by 2030.**
Flagstaff will arrive at carbon neutrality, also known as net-zero community greenhouse gas emissions, by 2030. Flagstaff will first reduce emissions as much as possible, and then balance the remaining emissions with carbon dioxide removal.
- 2 Prepare Flagstaff's communities, systems, and resources to be more resilient to climate change impacts.**
Climate changes have already taken place in northern Arizona; natural and societal shifts will continue to occur. Flagstaff must respond to climate change through adaptation, or preparing for change and strengthening our social, economic, and infrastructure systems.
- 3 Address climate change in a manner that prioritizes those most impacted and ensures the costs and benefits of climate adaptation and mitigation are equitably distributed.**
Climate change disproportionately impacts communities of color and low-income neighborhoods. These communities contribute the least to greenhouse gas emissions but suffer the greatest effects of climate change and its turbulent impacts.

OUR PATH TO CARBON NEUTRALITY

We will:

> STRENGTHEN OUR NEIGHBORHOODS

- Resilient Community
- Equitable Systems
- Decreased Dependence on Cars



> MANAGE OUR CONSUMPTION

- Reduced Building Energy Demand
- Sustainable Consumption and Waste Management



> CLEAN OUR ENERGY SOURCES

- Clean Electricity
- Building Fuel Switching
- Electric Mobility



> UPHOLD OUR COMMITMENT

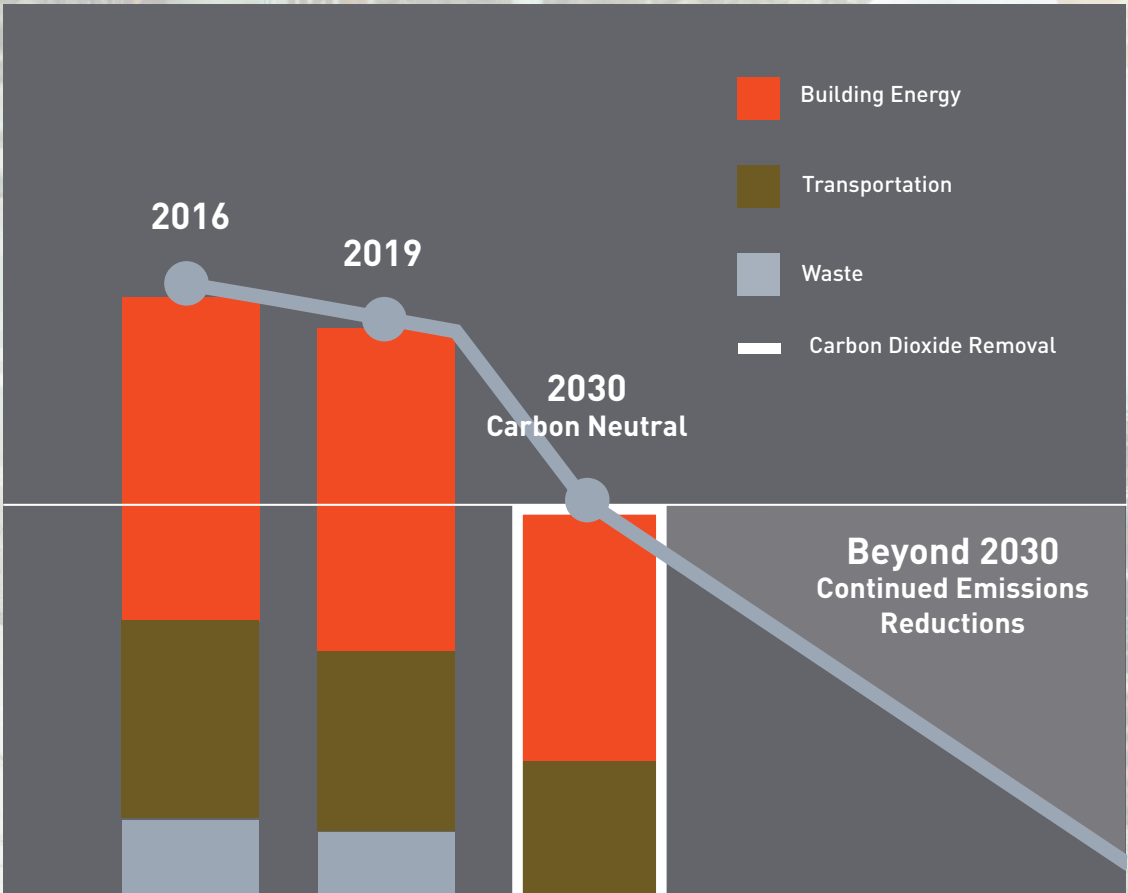
- Carbon Dioxide Removal



We will tackle Flagstaff's major sources of greenhouse gas emissions.



FLAGSTAFF'S PATH TO CARBON NEUTRALITY



Carbon neutrality will be achieved through a combination of local emissions reductions and carbon dioxide removal initiatives to offset the remaining community emissions that the City does not eliminate. The City of Flagstaff will work to achieve the greatest reductions in greenhouse gas emissions possible, a projected reduction of 44%. Because our community will still cause emissions in 2030, carbon dioxide removal (CDR) will be necessary. CDR helps to fill the gap between current emissions and zero emissions, counter-balancing remaining emissions with projects that remove emissions from the atmosphere. CDR is a part of all carbon neutrality portfolios, though the proportion of emissions reductions achieved can vary greatly from community to community.

OUR ACTION PLAN

> STRENGTHEN OUR NEIGHBORHOODS

> RESILIENT COMMUNITY

- Ensure all mitigation actions improve Flagstaff's ability to adapt to the future.
- Strengthen existing community systems to create resilience to both short-term shocks and long-term change.

> EQUITABLE SYSTEMS

- Incorporate equity as a foundational element of every climate action the City develops and implements.
- Proactively engage community members on an ongoing basis.
- Design targeted policies and programs to serve vulnerable communities first.
- Actively seek to recognize past harms, repair trust, and build deeper relationships with community members.

> DECREASED DEPENDENCE ON CARS

- Encourage vibrancy, appropriate density, and attainability in existing neighborhoods, so that more residents can live within walking distance to their daily needs.
- Create inclusive networks for walking and biking that are continuous, attractive, safe, comprehensive, and convenient for people of all ages.
- Encourage Flagstaff residents and visitors to walk, bike, roll and take the bus.
- Transform transportation policies and planning to incorporate greenhouse gas emissions analysis and reduce dependence on driving.
- Invest in comprehensive and equitable transit.
- Proactively invest to protect Flagstaff's clean air status.

> CLEAN OUR ENERGY SOURCES

> ELECTRIC MOBILITY

- Advance the electrification of buses across Flagstaff.
- Welcome electric micro-mobility devices as legitimate, healthy, affordable and low-carbon modes of transportation.
- Support residents, businesses, and institutions in the transition to electric vehicles.

> CLEAN ELECTRICITY

- Produce 100% renewable electricity to cover all City of Flagstaff municipal electricity needs.
- Increase renewable energy installations and usage in new buildings.
- Support solar installations on existing residential and commercial buildings.

> BUILDING FUEL SWITCHING

- Reduce or remove natural gas usage in municipal buildings.
- Encourage new buildings to rely on the electric grid as their main energy source.
- Support fuel switching in existing residential and commercial buildings.
- Provide training and education on fuel switching.

OUR ACTION PLAN

> MANAGE OUR CONSUMPTION

> REDUCED BUILDING ENERGY DEMAND

- Achieve net zero energy City of Flagstaff facilities.
- By 2030, require new homes in Flagstaff to be net zero energy homes.
- Reduce energy use in existing buildings.

> SUSTAINABLE CONSUMPTION AND WASTE MANAGEMENT

- Manage emissions from the Cinder Lake Landfill.
- Encourage sustainable consumption.
- Divert more waste from the landfill.
- Reduce organic waste going to the landfill and feed hungry people.

> UPHOLD OUR COMMITMENT

> CARBON DIOXIDE REMOVAL

- Develop a portfolio of local and regional carbon dioxide removal initiatives to meet Flagstaff's commitment to carbon neutrality.
- If local carbon dioxide removal projects are insufficient, obtain high-quality carbon offsets and CO2 Removal Certificates (CORCs).

Stay informed. Get involved.

www.flagstaff.az.gov/climate



Take a picture of this QR code
to connect to our climate site.

Learn more about this plan, and the steps we'll take to achieve our goals.

The City of Flagstaff is committed to keeping you up to date on our work as it develops, the progress we're making, and how you can contribute to this work.

We want to hear from you.

Use the link above to sign up for our monthly newsletter
and follow **@flgsustain** on social media.



**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council

:

Co-Submitter: Mark Richardson

Date: 10/27/2021

Meeting Date: 11/02/2021



TITLE:

Consideration and Approval of Contract: Stormwater Open Channel Maintenance On-Call Contract with Arizona Conservation Experience and Conservation Legacy.

STAFF RECOMMENDED ACTION:

1. Approval of the Stormwater Open Channel Maintenance On-Call Contract with Arizona Conservation Experience and Conservation Legacy, in a total amount for both contracts not to exceed \$100,000 per fiscal year; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The Stormwater Section took on the responsibility of stormwater maintenance from the Streets Section in 2020. Since this time Water Services has been inventorying and prioritizing maintenance of the stormwater system including 112 miles of storm channel and 24 miles of FEMA recognized open channel. This open channel must be maintained to meet City Code (12-01-001-0006.7, 0013, 0007) and as a component of the FEMA Community Rating System (CRS; Activity 540). Maintenance is currently largely contracted due to the lack of City maintenance staff and the seasonal nature of the work.

The on-call contract will be for discrete tasks including 1) vegetation removal, 2) trash and debris removal, 3) invasive weed removal, and 4) general channel clearing. The contract was put out to PlanetBids for a formal solicitation. Two vendors, Arizona Conservation Experience (ACE) and Conservation Legacy provided bids and cost sheets. A team evaluated the bids based on the evaluation schedule and found both vendors appropriate for the on-call contract. Stormwater has used both vendors in the past and found their work satisfactory and with a similar price/cost.

The advantage of awarding both companies with a contract is that if one organization does not have staff availability the other organization can fill in. The expectation from Stormwater is that a work schedule will be determined annually well in advance of the required work. This on-call contract will likely only serve the Section during routine maintenance activities since emergency work requires crews in a short timetable.

Maintenance is required not only by City Code and FEMA regulations but also due to imminent threats like the Museum Fire post-fire flows and potential large monsoon storms that could affect the downtown and Southside. The highest priority cleanings would occur in these two drainages (Rio de Flag and Spruce Wash, specifically). Water Services currently only has one Multi-Skilled Worker (MSW), which is not sufficient for cleaning the underground assets as well as the open channel surface assets.

Staff recommends the approval of the on-call contracts for ACE and Conservation Legacy.

Financial Impact:

Open channel maintenance is budgeted each year in the Stormwater Section's operating budget. The account number is 206-08-331-0-1256 with the budget amount to not exceed \$100,000 per fiscal year. This on-call contract will save the Section time in project management and procurement by streamlining the process for routine maintenance items that will be contracted.

Policy Impact:

No policy impact at this time.

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Inclusive and Engaged Community: Ensure city facilities, services, & programs are accessible for all residents & representative of Flagstaff's diverse community (Promote environmental justice and the fair distribution of environmental benefits)

High Performing Governance: Encourage public trust through transparency, accessibility & use; Implement innovative local government programs, new ideas & best practices; be recognized as a model for others to follow (high quality customer service, fiscal stability and increase efficiency and effectiveness)

Environmental Stewardship: Promote, protect & enhance a healthy, sustainable environment & its natural resources Strengthen Flagstaff's resilience to climate change impacts on built, natural, economic, health, & social systems of the City's public participation policy (all elements of this objective are met by this contract).

Regional Plan

Goal E&C.6. Protect, restore, and improve ecosystem health and maintain native plant and animal community diversity.

Goal E&C.9. Protect soils through conservation practices.

Goal WR.5. Manage watersheds and stormwater to address flooding concerns.

Has There Been Previous Council Decision on This:

There has not been previous City Council decision on this item.

Options and Alternatives:

1. The primary option is to provide the contract to ACE and Conservation Legacy;
2. A second option is to hire a seasonal team of open channel maintenance workers to do the same amount of work; or
3. A third option is to allow maintenance to be deferred.

Background/History:

The Stormwater Section took on the responsibility of stormwater maintenance from the Streets Section in 2020. Since this time Water Services has been inventorying and prioritizing maintenance of the stormwater system including 112 miles of storm channel and 24 miles of FEMA recognized open channel. This open channel must be maintained to meet City code (12-01-001-0006.7, 0013, 0007) and as a component of the FEMA Community Rating System (CRS; Activity 540). Maintenance is currently largely contracted due to the lack of City maintenance staff and the seasonal nature of the work.

The City of Flagstaff Procurement Team was brought in to conduct a formal solicitation through a Request for Proposals. On 4/27/2021, the City posted a Request for Proposals (RFP) from stormwater channel maintenance and mitigation professionals on the City's PlanetBids electronic bidding platform, and advertised it in the Arizona Daily Sun on Published May 2 and May 9, 2021. On May 24th, 2021, 12:00 PM Arizona Time, the City received two Proposals. A five-person evaluation committee was formed consisting of five City staff. Upon completion of the evaluation process, both Contractors were deemed qualified to perform the work and staff is requesting approval of award to American Conservation Experience and Conservation Legacy.

<u>Contractor</u>	<u>Score</u>
American Conservation Experience (ACE)	435
Conservation Legacy	456

Applicable Flagstaff City Code governing open channel maintenance, includes, but is not limited to:

1. SECTION 12-01-001-0006.7 DEVELOPMENT STANDARDS FOR REGULATORY FLOODWAYS: The following are prohibited in, on, or over the regulatory floodway unless removed by a FEMA map revision: Encroachments, including fill, new construction, additions to existing structures which increase the building footprint, storage of materials or equipment, manufactured homes, recreational vehicles, or other development are prohibited.
2. SECTION 12-03-001-0013 WATERCOURSE PROTECTION: Every person owning property through which a watercourse passes, or such person's lessee, shall keep and maintain that part of the watercourse within the property free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse. All maintenance activities must be in compliance with Federal, State and Municipal regulations.
3. SECTION 12-02-001-0007 REQUIREMENTS FOR ON-SITE STORMWATER SYSTEMS, ENFORCEMENT METHODS AND INSPECTIONS: All property owners and developers of real property to be developed within the City of Flagstaff shall provide, manage, maintain, and operate on-site stormwater systems and facilities sufficient to collect, convey, detain, control, and discharge stormwater in a safe manner consistent with all City development regulations and the laws of the State of Arizona and the United States of America. Any failure to meet this obligation shall constitute a nuisance and be subject to an abatement action filed by the City in a court of competent jurisdiction. In the event a public nuisance is found by the court to exist, which the owner fails to properly abate within such reasonable time as allowed by the court, the City may enter upon the property and cause such work as is reasonably necessary to be performed, with the actual cost thereof charged to the owner in the same manner as a stormwater service charge as provided for in this Article.

A community that inspects and clears out debris from the streams, canals, ditches, detention basins, and other portions of its drainage system could receive FEMA Community Rating System (CRS) credit under Activity 540 (Drainage System Maintenance). For credit, the community must:

- Annually or regularly inspect some or all of its drainage system,
- Conduct inspections after major storms and in response to citizens' complaints,

- Remove debris and other obstructions to flow or storage when they are found, and
- Have written procedures for maintenance. The procedures must include six items:
 1. Who is responsible for the various aspects of the maintenance program,
 2. An inventory of the system, including ownership,
 3. A map of the drainage system and the parts subject to the program,
 4. The procedures for inspection (e.g., when and how inspections are conducted),
 5. The procedures for debris removal, (e.g., how soon the problem is fixed after an inspection and what can and cannot be removed), and
 6. The records kept to document the inspections and the removal projects.

The City of Flagstaff currently receives credit under Activity 540. It is the intention of the City to continue to receive credit for this work as it maintains our CRS Class 5 ranking. This ranking provides the community with a 25% reduction in NFIP flood insurance premiums.

General Scope of Work

Vegetation removal

Vegetation removal should be targeted at any woody vegetation within the channel bottom, from mid-bank to mid-bank including the channel bottom but not vegetation on the mid or upper bank slopes that might maintain the integrity of the bank. Trees or shrubs that grow on the banks should be left to help stabilize banks but may be trimmed to allow for flood water passage. In general the “channel bottom” is between 4 to 15 feet wide. Vegetation clearing beyond 15 feet width should only be done in consultation with the Stormwater Section. The majority of trees in the channel bottom are willows, aspen, ponderosa pine, or elm. Trees or shrubs that grow on the bank but that have considerable lateral growth into the channel bottom should be pruned to prevent any obstructions in the dominant water flow path. Additionally, any dead trees within the easement, regardless if they are on the channel bottom, should be cut.

Stumps should be no higher than one (1) foot off of the ground. All cut material needs to be removed from the site; the Cinder Lake Landfill will accept “green” waste free of charge. Mixed waste should be charged to the City of Flagstaff Stormwater tipping fee at the landfill. Alternatively any green waste can be composted at a site of the contractor’s choosing, however there is no guarantee that the Stormwater Section will pay for any additional charges or tipping fees of a third party disposal.

Some sections of channel may require access along the FUTS pedestrian/bike trail. This access should be coordinated with City staff. Any vehicles on the FUTS must be parked in a way that at least half of the trail is accessible for hikers and bikers to pass the equipment. Any driving on the FUTS must include a safety spotter and when equipment is parked there must be adequate signage and safety cones in both directions to indicate to trail users that there is equipment ahead. Any cutting of trees over 10 feet tall must be completed by a trained sawyer.

Trash and debris removal

Trash and debris removal include the top of bank to top of bank within a stream segment, the entirety of the channel should be cleared of trash and debris that may clog drainage infrastructure. Trash disposal is often coordinated with Public Works – Solid Waste and/or Parks.

Invasive weed removal

Invasive weed removal includes the top of bank to top of bank within a stream segment. The species of concern include scotch thistle, musk thistle, knapweed (various species), Siberian elm, Russian Olive, and teasel. An example of invasive weed distribution can be found here: <https://arcg.is/a1LCW>. Removal should include removing grassy and herbaceous species totally, including rootball, and cutting trees or brush species to less than one foot above the ground surface. Disposal of herbaceous weeds must be done by bagging and transport to the landfill or burned at the County Public Works yard. Disposal is the responsibility of the contractor/consultant though small piles may be disposed of using Solid Waste. Woody weeds (trees and shrubs) can be disposed of by any of the methods outlined under

the vegetation removal section.

General channel clearing, dredging, erosion control

There will be occasions when general channel clearing will be required, this will include activities not described above such as cutting of tall grasses and the removal of illegally dumped construction fill. For both examples the work will include hand tools and/or small light-duty motorized machinery (e.g. brush cutters or small scale skid steerers). Work is conducted by contractor, Public Works, Water Services – Operations, or by the County depending on the project.

Key Considerations:

City staff do not currently have the capability to maintain over 26 miles of channels on an annual basis and still provide the same level of service in other areas of maintenance (underground assets, water distribution, wastewater collection). The short, and perhaps long-term solution, is to bring in manual labor through contracting. These vendors have been consistently the lowest cost option in Flagstaff and have a proven record of providing basic maintenance services.

Expanded Financial Considerations:

None at this time.

Community Benefits and Considerations:

Having a maintained network of open channels will reduce flood risk and promote native plants.

Community Involvement:

The community regularly helps keep open channels clean through volunteer events. These events alone are not enough to maintain the open channel system but do provide some "ownership" of these relatively natural areas and provides an avenue for community engagement and outdoor environmental education.

Attachments: [ACE Contract Final](#)
 [Conservation Legacy Contract Final](#)
 [Exhibit E - Grant Provisions](#)

CONTRACT FOR PURCHASE OF MATERIALS/SERVICES

Contract No. 2021-64

This Contract is entered into this _____ day of _____, 2021 by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City"), and American Conservation Experience, an Arizona nonprofit corporation ("Contractor").

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

WHEREAS, this contract work may be funded in whole or in part with Federal Emergency Management Agency ("FEMA") or Arizona Department of Emergency Management and Military Affairs ("ADEMA") Public Assistance Program Funds.

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

1. Scope of Work: Contractor shall provide the materials and/or services generally described as follows:

Storm Channel Flood Mitigation and Channel Maintenance

and as more specifically described in the scope of work attached hereto as Exhibit A.

2. Compensation: In consideration for the Contractor's satisfactory performance, City shall pay Contractor an amount not to exceed \$100,000.00 one hundred thousand dollars per fiscal year as described in the Scope of Work and Fee Schedule, attached hereto as Exhibit A, and Map of Open Channel Segments, attached hereto as Exhibit D. Any price adjustment must be approved in writing and approved by the parties. The City Manager or his designee (the Purchasing Director) may approve an adjustment if the Contract price is less than \$50,000; otherwise City Council approval is required.
3. Standard and Special Terms and Conditions: The City of Flagstaff Standard Terms and Conditions, attached hereto as Exhibit B are hereby incorporated in this Contract by reference and shall apply to performance of this Contract, except to the extent modified in Exhibit A.
4. Insurance: Contractor shall meet insurance requirements of the City as set forth in Exhibit C.
5. Grant Provisions: Contractor shall meet the FEMA and ADEMA Grant Provisions as set forth in Exhibit E.
6. Contract Term: The Contract term is for a period of two (2) years, commencing on _____, 2021 and continuing through _____, 2023 with the option for three (3) one-year extensions. The Scope of Work should be completed within two (2) years of Contract signature date.

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

To the City:

Emily Markel
Procurement Specialist
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
emarkel@flagstaffaz.gov

To Contractor:

Keean Ruane
Division Director, Southwest Region
American Conservation Experience
2900 N. Fort Valley Rd.
Flagstaff, AZ 86001-8310
kruane@usaconservation.org

With a copy to:

Ed Schenk
Stormwater Management – Operations
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Edward.Schenk@flagstaffaz.gov

With a copy to:

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

CONTRACTOR

Attest:

Print name: _____

Title: _____

City Clerk

Approved as to form:

CITY OF FLAGSTAFF

City Attorney's Office

Print name: _____

Title: _____

Notice to Proceed issued: _____, 2021

EXHIBIT A

SCOPE OF WORK & FEE SCHEDULE

Scope of Work

A map of the City-owned and maintained open channel segments ("Map") is attached to the Contract as Exhibit D. This Map includes attributes for each stream segment. Not all segments need to be maintained each year, the exact list per season will be prepared by the Stormwater Section and as conditions change. Most stream segments will only require one or two of the treatments described below. The specific scope of work per season, or year, will be prescribed by city staff.

Vegetation removal

Vegetation removal should be targeted at any woody vegetation within the channel bottom, from mid-bank to mid-bank including the channel bottom but not vegetation on the mid or upper bank slopes that might maintain the integrity of the bank. Trees or shrubs that grow on the banks should be left to help stabilize banks but may be trimmed to allow for flood water passage. In general, the "channel bottom" is between 4 to 15 feet wide. Vegetation clearing beyond 15 feet width should only be done in consultation with the Stormwater Section. The majority of trees in the channel bottom are willows, aspen, ponderosa pine, or elm. Trees or shrubs that grow on the bank but that have considerable lateral growth into the channel bottom should be pruned to prevent any obstructions in the dominant water flow path. Additionally, any dead trees within the easement, regardless if they are on the channel bottom, should be cut.

Stumps should be no higher than one (1) foot off of the ground. All cut material needs to be removed from the site; the Cinder Lake Landfill will accept "green" waste free of charge. Mixed waste should be charged to the City of Flagstaff Stormwater tipping fee at the landfill. Alternatively, any green waste can be composted at a site of the contractor's choosing, however there is no guarantee that the Stormwater Section will pay for any additional charges or tipping fees of a third-party disposal.

Some sections of channel may require access along the FUTS pedestrian/bike trail. This access should be coordinated with City staff. Any vehicles on the FUTS must be parked in a way that at least half of the trail is accessible for hikers and bikers to pass the equipment. Any driving on the FUTS must include a safety spotter and when equipment is parked there must be adequate signage and safety cones in both directions to indicate to trail users that there is equipment ahead. Any cutting of trees over 10 feet tall must be completed by a trained sawyer. While unlikely due to location and size of vegetation, any trees felled that damage private property will be the responsibility of the contractor.

Trash and debris removal

Trash and debris removal includes the top of bank to top of bank within a stream segment, the entirety of the channel should be cleared of trash and debris that may clog drainage infrastructure. Trash disposal will be the responsibility of the contractor.

Invasive weed removal

Invasive weed removal includes the top of bank to top of bank within a stream segment. The species of concern include scotch thistle, musk thistle, knapweed (various species), Siberian elm, Russian Olive, and teasel. An example of invasive weed distribution can be found here: <https://arcg.is/a1LCW>. Removal should include removing grassy and herbaceous species totally, including rootball, and cutting trees or

brush species to less than one foot above the ground surface. Disposal of herbaceous weeds must be done by bagging and transport to the landfill or burned at the County Public Works yard. Disposal is the responsibility of the contractor. Woody weeds (trees and shrubs) can be disposed of by any of the methods outlined under the vegetation removal section.

General channel clearing

There will be occasions when general channel clearing will be required, this will include activities not described above such as cutting of tall grasses and the removal of illegally dumped construction fill. For both examples the work will include hand tools and/or small light-duty motorized machinery (e.g. brush cutters or small-scale skid steerers). Disposal of all byproducts and materials is the responsibility of the contractor.

Fee Schedule

#	Project	Unit	Dollar Amount
1.	Vegetation Removal -	1000 linear feet	\$ \$4,700
2.	Trash and Debris Removal -	1000 linear feet	\$
3.	Invasive Weed Removal -	1000 linear feet	\$ \$4,300
4.	General Channel Clearing -	1000 linear feet	\$
5.	Miscellaneous equipment rental costs -	Per Project	\$

EXHIBIT B

CITY OF FLAGSTAFF STANDARD TERMS AND CONDITIONS

IN GENERAL

1. **PARTIES:** The City of Flagstaff ("City") and the contractor identified in the Contract ("Contractor") may be referred to individually as "Party" or collectively as "Parties".
2. **NOTICE TO PROCEED:** Contractor shall not commence performance until after the City has issued a Notice to Proceed.
3. **LICENSES AND PERMITS:** Contractor its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract and provide copies to City upon request.
4. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of the Contract.
5. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, the Contract is non-exclusive and the City reserves the right to contract with others for materials or services.
6. **SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity, shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

MATERIALS

7. **PURCHASE ORDERS:** The City will issue a purchase order for the materials covered by the Contract, and such order will reference the Contract number.
8. **QUALITY:** Contractor warrants that all materials supplied under the Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials and will be safe and appropriate for use as normally used. The City's inspection, testing, acceptance or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.
9. **ACCEPTANCE:** All materials and services provided by Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.
10. **MANUFACTURER'S WARRANTIES:** Contractor shall deliver all Manufacturer's Warranties to the City upon the City's acceptance of the materials.
11. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B.

Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.

12. **TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery and the City has completed inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.
13. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.
14. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor and may not substitute nonconforming materials, or services. Delivery of nonconforming materials, and/or services, or a default of any nature, at the option of the City, shall constitute shall deliver conforming materials, or services, in each installment or lot of the Contract a breach of the Contract as a whole.
15. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.
16. **LIENS:** All materials and other deliverables supplied to the City shall be free of all liens, other than the security interest held by Contractor, until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.
17. **CHANGES IN ORDERS:** The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any 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 shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

PAYMENT

18. **INVOICES:** A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number and dates when goods had been shipped or work performed. Invoices shall be sent within thirty (30) days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.
19. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, the City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.
20. **TAXES:** Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of the Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

Exception: The City will pay any taxes which are specifically identified as a line-item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and approved by the City as

part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.

21. **FEDERAL EXCISE TAXES:** The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.
22. **FUEL CHARGES:** Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by the City.
23. **DISCOUNTS:** If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials and/or materials were received by the City.
24. **AMOUNTS DUE TO THE CITY:** Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and charges owed to the City under the Contract.
25. **OFAC:** No payments may be made to any person in violation of Office of Foreign Assets Control regulations. 31 C.F.R. Part 501.

SERVICES

26. **INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.
27. **CONTROL:** Contractor shall be responsible for the control of the work.
28. **WORK SITE:** Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.
29. **SAFEGUARDING PROPERTY:** Contractor shall responsible for any damage to real property of the City or adjacent property in performance of the work and safeguard the worksite.
30. **QUALITY:** All work shall be of good quality and free of defects, performed in a diligent and professional manner.
31. **ACCEPTANCE:** If the City rejects Contractor's work due to noncompliance with the Contract, the City, after notifying Contractor in writing, may require Contractor to correct the deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.
32. **WARRANTY:** Contractor warrants all work for a period of one year following final acceptance by the City. Upon receipt of written notice from the City, Contractor at its own expense shall promptly correct work rejected as defective or as failing to conform to the Contract, whether observed before or after acceptance, and whether or not fabricated, installed or completed by Contractor, and shall bear all costs of correction. If Contractor does not correct deficiencies within a reasonable time specified in the written notice from the City, the City may perform the work and Contractor shall be

liable for the costs. This one year warranty is in addition to and does not limit Contractor's other obligations herein. This warranty shall survive termination or expiration of the Contract.

INSPECTION, RECORDS, ADMINISTRATION

- 33. **RECORDS:** The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five years after completion of the Contract.
- 34. **RIGHT TO INSPECT BUSINESS:** The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.
- 35. **PUBLIC RECORDS:** The Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law. A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.
- 36. **CONTRACT ADMINISTRATION:** Contractor will be required to participate in the City's contract administration process. Contractor will be closely monitored for Contract compliance and will be required to promptly correct any deficiencies.

INDEMNIFICATION, INSURANCE

- 37. **GENERAL INDEMNIFICATION:** Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense, arising out of the acts, errors, or omissions of Contractor, its officers, agents, employees, and subcontractors, in performing or failing to perform the responsibilities identified in the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects, and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.
- 38. **INTELLECTUAL PROPERTY INDEMNIFICATION:** Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense arising out of the alleged infringement of any patent, trademark or copyright or other proprietary rights of any third-parties arising out of Contract performance or use by the City of materials furnished or work performed under the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract

CONTRACT CHANGES

- 39. **PRICE INCREASES:** Except as expressly provided for in the Contract, no price increases will be approved.
- 40. **COMPLETE AGREEMENT:** The Contract is intended to be the complete and final agreement of the Parties.
- 41. **AMENDMENTS:** The Contract may be amended by written agreement of the Parties.
- 42. **SEVERABILITY:** If any term or provision of the Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted and the remainder of the Contract shall remain in full force and effect.
- 43. **NO WAIVER:** Both Parties have the right insist upon strict performance of the Contract, and the prior failure of a Party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.
- 44. **ASSIGNMENT:** Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. Any assignment without such consent shall be null and void. No assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to the City. The Purchasing Director shall have authority to consent to an assignment on behalf of the City.
- 45. **BINDING EFFECT:** The Contract shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

- 46. **SUBCONTRACTING:** Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. The City reserves the right to withhold consent if the subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.
- 47. **NONDISCRIMINATION:** Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, familial status and represents and warrants that it complies with all applicable federal, state and local laws and executive orders regarding employment. In addition, any Contractor whose business is located within City of Flagstaff limits shall comply with the City Code, Chapter 14-02, *Civil Rights*, which also prohibits discrimination based on sexual orientation, or gender identity or expression.
- 48. **DRUG FREE WORKPLACE:** The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor's personnel shall abstain from use or possession of illegal drugs while engaged in performance of the Contract.

- 49. IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and federal immigration laws and regulations shall constitute a material breach of the Contract and shall subject Contractor to penalties up to and including termination of the Contract. The City may, at its sole discretion, conduct random verification of the employment records of the employees of the Contractor and any subcontractors to ensure compliance with all state and federal immigration laws and regulations. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contract if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A).

DEFAULT AND TERMINATION

- 50. TERMINATION FOR DEFAULT:** Prior to terminating the Contract for a material breach, the non-defaulting Party shall give the defaulting Party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting Party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches the non-defaulting Party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the Parties may execute all remedies available at law in addition to the Contract remedies provided for herein.
- 51. CITY REMEDIES:** In the event of Contractor's default, the City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. The City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.
- 52. CONTRACTOR REMEDIES:** In the event of the City's default, Contractor may pursue all remedies available at law, except as provided for herein.
- 53. TERMINATION FOR NONAPPROPRIATION OF FUNDS:** The City may terminate all or a portion of the Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.
- 54. TERMINATION FOR CONVENIENCE:** Unless expressly provided for otherwise in the Contract, the Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If the Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by the City before the effective date of termination.
- 55. TERMINATION DUE TO INSOLVENCY:** If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate the Contract, and Contractor is deemed in default, at any time if the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.

- 56. PAYMENT UPON TERMINATION:** Upon termination of the Contract, the City will pay Contractor for satisfactory performance up until the effective date of termination. The City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.
- 57. CANCELLATION FOR GRATUITIES:** The City may cancel the Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with award or performance of the Contract.
- 58. CANCELLATION FOR CONFLICT OF INTEREST:** Pursuant to A.R.S. § 38-511, if the City identifies a conflict of interest in the award or performance of the Contract, the City may cancel the Contract within three years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

- 59. ADVERTISING:** Contractor shall not advertise or publish information concerning its Contract with the City without the prior written consent of the City.
- 60. NOTICES:** All notices given pursuant to the Contract shall be delivered at the addresses as specified in the Contract or updated by Notice to the other Party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four days after being sent; or (c) sent by overnight courier, with receipt deemed effective two days after being sent. Notice may be sent by email as a secondary form of notice.
- 61. THIRD PARTY BENEFICIARIES:** The Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.
- 62. GOVERNING LAW:** The Contract shall be construed in accordance with the laws of Arizona.
- 63. FORUM:** In the event of litigation relating to the Contract, any action at law or in equity shall be filed in Coconino County, Arizona.
- 64. ATTORNEYS' FEES:** If any action at law or in equity is necessary to enforce the terms of the Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, professional fees and expenses.
- 65. FORCE MAJUERE:**
- a. There may be events that occur during the term of the Contract that are beyond the control of both the City and Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God ("Events"). These Events may result in a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables that are the subject of the Contract.
 - b. There shall be no claims arising from a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables caused by the Events and the City shall not pay additional costs incurred by Contractor as a result of such Events.

- c. The Parties shall act in good faith to extend the Contract completion date without any penalty to Contractor and that the extension will be in an amount of time equal to any temporary delay. This provision of the Contract supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.
66. **NO BOYCOTT OF ISRAEL:** Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten employees and the Contract is worth at least \$100,000, the Party shall certify that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.

EXHIBIT C

**CITY OF FLAGSTAFF
STANDARD INSURANCE REQUIREMENTS**

1. **IN GENERAL:** Contractor shall maintain insurance against claims for injury to persons or damage to property, arising from performance of or in connection with the Contract by Contractor, its agents, representatives, employees or subcontractors.
2. **REQUIREMENT TO PROCURE AND MAINTAIN:** Each insurance policy required by the Contract shall be in effect at, or before, commencement of work under the Contract and shall remain in effect until all of Contractor's obligations under the Contract have been met, including any warranty periods. Contractor's failure to maintain the insurance policies as required by the Contract, or to provide timely evidence of renewal, will be considered a material breach of the Contract.
3. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Where applicable to the Scope of Work, the following insurance requirements are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. The City does not represent or warrant that the minimum limits set forth in the Contract are sufficient to protect Contractor from liabilities that might arise out of the Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

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

a. Commercial General Liability - Occurrence Form

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

b. Umbrella Coverage \$2,000,000

c. Automobile Liability

Any Automobile or Owned, Hired and Non-owned Vehicles Combined Single Limit Per Accident for Bodily Injury & Property Damage	\$1,000,000
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d. Workers' Compensation and Employer's Liability

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

e. Professional Liability \$2,000,000

f. Network Security and Privacy Liability

Per claim	\$2,000,000
Annual Aggregate	\$2,000,000

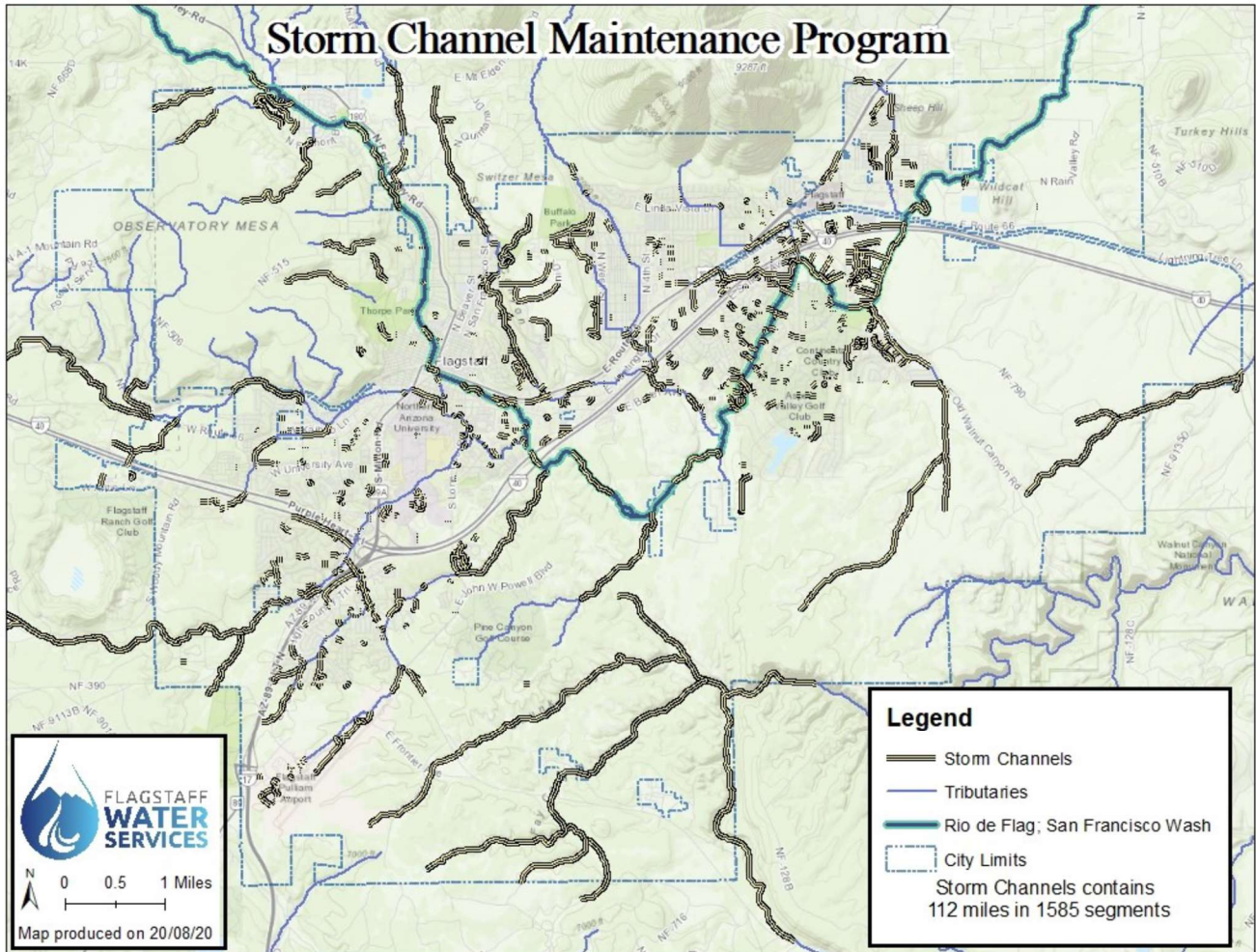
4. **NETWORK SECURITY AND PRIVACY LIABILITY:** Contractor shall maintain the requisite insurance requirements covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for the City. The insurance policy shall include coverage for third party claims. The insurance policy shall contain an affirmative coverage grant for contingent bodily injury and property damage emanating from the failure of the technology services or an error or omission in the content/information provided.
5. **SELF-INSURED RETENTION:** Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that the insurer reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, and employees. Contractor shall be solely responsible for any self-insured retention amounts. The City at its option may require Contractor to secure payment of such self-insured retention by a surety bond or irrevocable and unconditional letter of credit.
6. **OTHER INSURANCE REQUIREMENTS:** The insurance policies shall contain, or be endorsed to contain, the following provisions:
- a. Additional Insured. In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents, and employees shall be named and endorsed as additional insureds with respect to liability arising out of the Contract and activities performed by or on behalf of Contractor, including products and completed operations of Contractor, and automobiles owned, leased, hired or borrowed by Contractor.
 - b. Broad Form. Contractor's insurance policy shall contain broad form contractual liability coverage.
 - c. Primary Insurance. Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage of Contractor's insurance and shall not contribute to it.
 - d. Each Insured. Contractor's insurance policies shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. Not Limited. Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of the Contract.

- f. Waiver of Subrogation. The insurance policies shall contain a waiver of subrogation against the City, its officers, officials, agents, and employees for losses arising from work performed by Contractor for the City.

- 7. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of the Contract shall provide the required coverage and shall not be suspended, voided, cancelled, reduced in coverage or in limits unless prior written notice has been given to the City. Notices required by this section shall be sent directly to the Procurement Director and shall reference the Contract Number.
- 8. **ACCEPTABILITY OF INSURERS:** Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.
- 9. **CERTIFICATES OF INSURANCE:** Contractor shall furnish the City with certificates of insurance (ACORD form) as required by the Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City Contract number shall be noted on the certificates of insurance. If requested by the City, all certificates of insurance and endorsements must be received and approved by the City before the Contractor commences work.
- 10. **POLICIES:** The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by the Contract. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City's receipt of Contractor's policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under the Contract.
- 11. **MODIFICATIONS:** Any modification or variation from the insurance requirements in the Contract must have the prior approval of the City's Attorney's Office in consultation with the City's Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by their handwritten revision and notation to the foregoing insurance requirements.

EXHIBIT D

STORMWATER MAPS AUGUST 2020



CONTRACT FOR PURCHASE OF MATERIALS/SERVICES

Contract No. 2021-64

This Contract is entered into this _____ day of _____, 2021 by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City"), and Conservation Legacy, a Colorado nonprofit corporation ("Contractor").

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

WHEREAS, this contract work may be funded in whole or in part with Federal Emergency Management Agency (FEMA) or Arizona Department of Emergency Management and Military Affairs (ADEMA) Public Assistance Program Funds.

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

1. Scope of Work: Contractor shall provide the materials and/or services generally described as follows:

Storm Channel Flood Mitigation and Channel Maintenance

and as more specifically described in the Scope of Work & Fee Schedule attached hereto as Exhibit A.

2. Compensation: In consideration for the Contractor's satisfactory performance, City shall pay Contractor an amount not to exceed **\$100,000.00 one hundred thousand dollars** per fiscal year as described in the Scope of Work and Fee Schedule, attached hereto as Exhibit A, and Map of Open Channel Segments, attached hereto as Exhibit D. Any price adjustment must be approved in writing and approved by the parties. The City Manager or his designee (the Purchasing Director) may approve an adjustment if the Contract price is less than \$50,000; otherwise City Council approval is required.
3. Standard and Special Terms and Conditions: The City of Flagstaff Standard Terms and Conditions, attached hereto as Exhibit B are hereby incorporated in this Contract by reference and shall apply to performance of this Contract, except to the extent modified in Exhibit A.
4. Insurance: Contractor shall meet insurance requirements of the City as set forth in Exhibit C.
5. Grant Provisions: Contractor shall meet the FEMA and ADEMA Grant Provisions as set forth in Exhibit E.
6. Contract Term: The Contract term is for a period of two (2) years, commencing on _____, 2021 and continuing through _____, 2023 with the option for three (3) one-year extensions. Scope of Work should be completed within two (2) years of Contract signature date.

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

To the City:

Emily Markel
Procurement Specialist
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
emarkel@flagstaffaz.gov

To Contractor:

Lee Gault
Corps Director
Conservation Legacy
2500 N. Rose St., Ste. 101
Flagstaff, AZ 86004
lgault@conservationlegacy.org

With a copy to:

Ed Schenk
Stormwater Management – Operations
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Edward.Schenk@flagstaffaz.gov

With a copy to:

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

CONTRACTOR

Attest:

Print name: _____

Title: _____

City Clerk

Approved as to form:

CITY OF FLAGSTAFF

City Attorney's Office

Print name: _____

Title: _____

Notice to Proceed issued: _____, 2021

EXHIBIT A

SCOPE OF WORK & FEE SCHEDULE

Scope of Work

A map of the City-owned and maintained open channel segments ("Map") is attached to the Contract as Exhibit D. This Map includes attributes for each stream segment. Not all segments need to be maintained each year, the exact list per season will be prepared by the Stormwater Section and as conditions change. Most stream segments will only require one or two of the treatments described below. The specific scope of work per season, or year, will be prescribed by city staff.

Vegetation removal

Vegetation removal should be targeted at any woody vegetation within the channel bottom, from mid-bank to mid-bank including the channel bottom but not vegetation on the mid or upper bank slopes that might maintain the integrity of the bank. Trees or shrubs that grow on the banks should be left to help stabilize banks but may be trimmed to allow for flood water passage. In general, the "channel bottom" is between 4 to 15 feet wide. Vegetation clearing beyond 15 feet width should only be done in consultation with the Stormwater Section. The majority of trees in the channel bottom are willows, aspen, ponderosa pine, or elm. Trees or shrubs that grow on the bank but that have considerable lateral growth into the channel bottom should be pruned to prevent any obstructions in the dominant water flow path. Additionally, any dead trees within the easement, regardless if they are on the channel bottom, should be cut.

Stumps should be no higher than one (1) foot off of the ground. All cut material needs to be removed from the site; the Cinder Lake Landfill will accept "green" waste free of charge. Mixed waste should be charged to the City of Flagstaff Stormwater tipping fee at the landfill. Alternatively, any green waste can be composted at a site of the contractor's choosing, however there is no guarantee that the Stormwater Section will pay for any additional charges or tipping fees of a third-party disposal.

Some sections of channel may require access along the FUTS pedestrian/bike trail. This access should be coordinated with City staff. Any vehicles on the FUTS must be parked in a way that at least half of the trail is accessible for hikers and bikers to pass the equipment. Any driving on the FUTS must include a safety spotter and when equipment is parked there must be adequate signage and safety cones in both directions to indicate to trail users that there is equipment ahead. Any cutting of trees over 10 feet tall must be completed by a trained sawyer. While unlikely due to location and size of vegetation, any trees felled that damage private property will be the responsibility of the contractor.

Trash and debris removal

Trash and debris removal includes the top of bank to top of bank within a stream segment, the entirety of the channel should be cleared of trash and debris that may clog drainage infrastructure. Trash disposal will be the responsibility of the contractor.

Invasive weed removal

Invasive weed removal includes the top of bank to top of bank within a stream segment. The species of concern include scotch thistle, musk thistle, knapweed (various species), Siberian elm, Russian Olive, and teasel. An example of invasive weed distribution can be found here: <https://arcg.is/a1LCW>. Removal should include removing grassy and herbaceous species totally, including rootball, and

cutting trees or brush species to less than one foot above the ground surface. Disposal of herbaceous weeds must be done by bagging and transport to the landfill or burned at the County Public Works yard. Disposal is the responsibility of the contractor. Woody weeds (trees and shrubs) can be disposed of by any of the methods outlined under the vegetation removal section.

General channel clearing

There will be occasions when general channel clearing will be required, this will include activities not described above such as cutting of tall grasses and the removal of illegally dumped construction fill. For both examples the work will include hand tools and/or small light-duty motorized machinery (e.g. brush cutters or small-scale skid steerers). Disposal of all byproducts and materials is the responsibility of the contractor.

Fee Schedule

#	Project	Unit	Dollar Amount	
1.	Vegetation Removal -	1000 linear feet	\$	\$3,783.88
2.	Trash and Debris Removal -	1000 linear feet	\$	\$1,373.10
3.	Invasive Weed Removal -	1000 linear feet	\$	\$2,746.21
4.	General Channel Clearing -	1000 linear feet	\$	\$2,746.21
5.	Miscellaneous equipment rental costs -	Per Project	\$	

EXHIBIT B

CITY OF FLAGSTAFF STANDARD TERMS AND CONDITIONS

IN GENERAL

1. **PARTIES:** The City of Flagstaff ("City") and the contractor identified in the Contract ("Contractor") may be referred to individually as "Party" or collectively as "Parties".
2. **NOTICE TO PROCEED:** Contractor shall not commence performance until after the City has issued a Notice to Proceed.
3. **LICENSES AND PERMITS:** Contractor its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract and provide copies to City upon request.
4. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of the Contract.
5. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, the Contract is non-exclusive and the City reserves the right to contract with others for materials or services.
6. **SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity, shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

MATERIALS

7. **PURCHASE ORDERS:** The City will issue a purchase order for the materials covered by the Contract, and such order will reference the Contract number.
8. **QUALITY:** Contractor warrants that all materials supplied under the Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials and will be safe and appropriate for use as normally used. The City's inspection, testing, acceptance or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.
9. **ACCEPTANCE:** All materials and services provided by Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.
10. **MANUFACTURER'S WARRANTIES:** Contractor shall deliver all Manufacturer's Warranties to the City upon the City's acceptance of the materials.
11. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B.

Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.

12. **TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery and the City has completed inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.
13. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.
14. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor and may not substitute nonconforming materials, or services. Delivery of nonconforming materials, and/or services, or a default of any nature, at the option of the City, shall constitute shall deliver conforming materials, or services, in each installment or lot of the Contract a breach of the Contract as a whole.
15. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.
16. **LIENS:** All materials and other deliverables supplied to the City shall be free of all liens, other than the security interest held by Contractor, until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.
17. **CHANGES IN ORDERS:** The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any 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 shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

PAYMENT

18. **INVOICES:** A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number and dates when goods had been shipped or work performed. Invoices shall be sent within thirty (30) days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.
19. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, the City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.
20. **TAXES:** Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of the Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

Exception: The City will pay any taxes which are specifically identified as a line-item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and approved by the City as

part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.

21. **FEDERAL EXCISE TAXES:** The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.
22. **FUEL CHARGES:** Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by the City.
23. **DISCOUNTS:** If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials and/or materials were received by the City.
24. **AMOUNTS DUE TO THE CITY:** Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and charges owed to the City under the Contract.
25. **OFAC:** No payments may be made to any person in violation of Office of Foreign Assets Control regulations. 31 C.F.R. Part 501.

SERVICES

26. **INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.
27. **CONTROL:** Contractor shall be responsible for the control of the work.
28. **WORK SITE:** Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.
29. **SAFEGUARDING PROPERTY:** Contractor shall responsible for any damage to real property of the City or adjacent property in performance of the work and safeguard the worksite.
30. **QUALITY:** All work shall be of good quality and free of defects, performed in a diligent and professional manner.
31. **ACCEPTANCE:** If the City rejects Contractor's work due to noncompliance with the Contract, the City, after notifying Contractor in writing, may require Contractor to correct the deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.
32. **WARRANTY:** Contractor warrants all work for a period of one year following final acceptance by the City. Upon receipt of written notice from the City, Contractor at its own expense shall promptly correct work rejected as defective or as failing to conform to the Contract, whether observed before or after acceptance, and whether or not fabricated, installed or completed by Contractor, and shall bear all costs of correction. If Contractor does not correct deficiencies within a reasonable time specified in the written notice from the City, the City may perform the work and Contractor shall be

liable for the costs. This one year warranty is in addition to and does not limit Contractor's other obligations herein. This warranty shall survive termination or expiration of the Contract.

INSPECTION, RECORDS, ADMINISTRATION

- 33. **RECORDS:** The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five years after completion of the Contract.
- 34. **RIGHT TO INSPECT BUSINESS:** The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.
- 35. **PUBLIC RECORDS:** The Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law. A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.
- 36. **CONTRACT ADMINISTRATION:** Contractor will be required to participate in the City's contract administration process. Contractor will be closely monitored for Contract compliance and will be required to promptly correct any deficiencies.

INDEMNIFICATION, INSURANCE

- 37. **GENERAL INDEMNIFICATION:** Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense, arising out of the acts, errors, or omissions of Contractor, its officers, agents, employees, and subcontractors, in performing or failing to perform the responsibilities identified in the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects, and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.
- 38. **INTELLECTUAL PROPERTY INDEMNIFICATION:** Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense arising out of the alleged infringement of any patent, trademark or copyright or other proprietary rights of any third-parties arising out of Contract performance or use by the City of materials furnished or work performed under the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract

CONTRACT CHANGES

- 39. **PRICE INCREASES:** Except as expressly provided for in the Contract, no price increases will be approved.
- 40. **COMPLETE AGREEMENT:** The Contract is intended to be the complete and final agreement of the Parties.
- 41. **AMENDMENTS:** The Contract may be amended by written agreement of the Parties.
- 42. **SEVERABILITY:** If any term or provision of the Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted and the remainder of the Contract shall remain in full force and effect.
- 43. **NO WAIVER:** Both Parties have the right insist upon strict performance of the Contract, and the prior failure of a Party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.
- 44. **ASSIGNMENT:** Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. Any assignment without such consent shall be null and void. No assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to the City. The Purchasing Director shall have authority to consent to an assignment on behalf of the City.
- 45. **BINDING EFFECT:** The Contract shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

- 46. **SUBCONTRACTING:** Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. The City reserves the right to withhold consent if the subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.
- 47. **NONDISCRIMINATION:** Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, familial status and represents and warrants that it complies with all applicable federal, state and local laws and executive orders regarding employment. In addition, any Contractor whose business is located within City of Flagstaff limits shall comply with the City Code, Chapter 14-02, *Civil Rights*, which also prohibits discrimination based on sexual orientation, or gender identity or expression.
- 48. **DRUG FREE WORKPLACE:** The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor's personnel shall abstain from use or possession of illegal drugs while engaged in performance of the Contract.

- 49. IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and federal immigration laws and regulations shall constitute a material breach of the Contract and shall subject Contractor to penalties up to and including termination of the Contract. The City may, at its sole discretion, conduct random verification of the employment records of the employees of the Contractor and any subcontractors to ensure compliance with all state and federal immigration laws and regulations. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contract if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A).

DEFAULT AND TERMINATION

- 50. TERMINATION FOR DEFAULT:** Prior to terminating the Contract for a material breach, the non-defaulting Party shall give the defaulting Party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting Party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches the non-defaulting Party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the Parties may execute all remedies available at law in addition to the Contract remedies provided for herein.
- 51. CITY REMEDIES:** In the event of Contractor's default, the City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. The City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.
- 52. CONTRACTOR REMEDIES:** In the event of the City's default, Contractor may pursue all remedies available at law, except as provided for herein.
- 53. TERMINATION FOR NONAPPROPRIATION OF FUNDS:** The City may terminate all or a portion of the Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.
- 54. TERMINATION FOR CONVENIENCE:** Unless expressly provided for otherwise in the Contract, the Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If the Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by the City before the effective date of termination.
- 55. TERMINATION DUE TO INSOLVENCY:** If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate the Contract, and Contractor is deemed in default, at any time if the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.

- 56. PAYMENT UPON TERMINATION:** Upon termination of the Contract, the City will pay Contractor for satisfactory performance up until the effective date of termination. The City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.
- 57. CANCELLATION FOR GRATUITIES:** The City may cancel the Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with award or performance of the Contract.
- 58. CANCELLATION FOR CONFLICT OF INTEREST:** Pursuant to A.R.S. § 38-511, if the City identifies a conflict of interest in the award or performance of the Contract, the City may cancel the Contract within three years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

- 59. ADVERTISING:** Contractor shall not advertise or publish information concerning its Contract with the City without the prior written consent of the City.
- 60. NOTICES:** All notices given pursuant to the Contract shall be delivered at the addresses as specified in the Contract or updated by Notice to the other Party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four days after being sent; or (c) sent by overnight courier, with receipt deemed effective two days after being sent. Notice may be sent by email as a secondary form of notice.
- 61. THIRD PARTY BENEFICIARIES:** The Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.
- 62. GOVERNING LAW:** The Contract shall be construed in accordance with the laws of Arizona.
- 63. FORUM:** In the event of litigation relating to the Contract, any action at law or in equity shall be filed in Coconino County, Arizona.
- 64. ATTORNEYS' FEES:** If any action at law or in equity is necessary to enforce the terms of the Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, professional fees and expenses.
- 65. FORCE MAJUERE:**
- a. There may be events that occur during the term of the Contract that are beyond the control of both the City and Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God ("Events"). These Events may result in a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables that are the subject of the Contract.
 - b. There shall be no claims arising from a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables caused by the Events and the City shall not pay additional costs incurred by Contractor as a result of such Events.

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

66. NO BOYCOTT OF ISRAEL: Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten employees and the Contract is worth at least \$100,000, the Party shall certify that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.

EXHIBIT C

**CITY OF FLAGSTAFF
STANDARD INSURANCE REQUIREMENTS**

1. **IN GENERAL:** Contractor shall maintain insurance against claims for injury to persons or damage to property, arising from performance of or in connection with the Contract by Contractor, its agents, representatives, employees or subcontractors.
2. **REQUIREMENT TO PROCURE AND MAINTAIN:** Each insurance policy required by the Contract shall be in effect at, or before, commencement of work under the Contract and shall remain in effect until all of Contractor's obligations under the Contract have been met, including any warranty periods. Contractor's failure to maintain the insurance policies as required by the Contract, or to provide timely evidence of renewal, will be considered a material breach of the Contract.
3. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Where applicable to the Scope of Work, the following insurance requirements are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. The City does not represent or warrant that the minimum limits set forth in the Contract are sufficient to protect Contractor from liabilities that might arise out of the Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

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

a. Commercial General Liability - Occurrence Form

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

b. Umbrella Coverage \$2,000,000

c. Automobile Liability

Any Automobile or Owned, Hired and Non-owned Vehicles Combined Single Limit Per Accident for Bodily Injury & Property Damage	\$1,000,000
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d. Workers' Compensation and Employer's Liability

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

e. Professional Liability \$2,000,000

f. Network Security and Privacy Liability

Per claim	\$2,000,000
Annual Aggregate	\$2,000,000

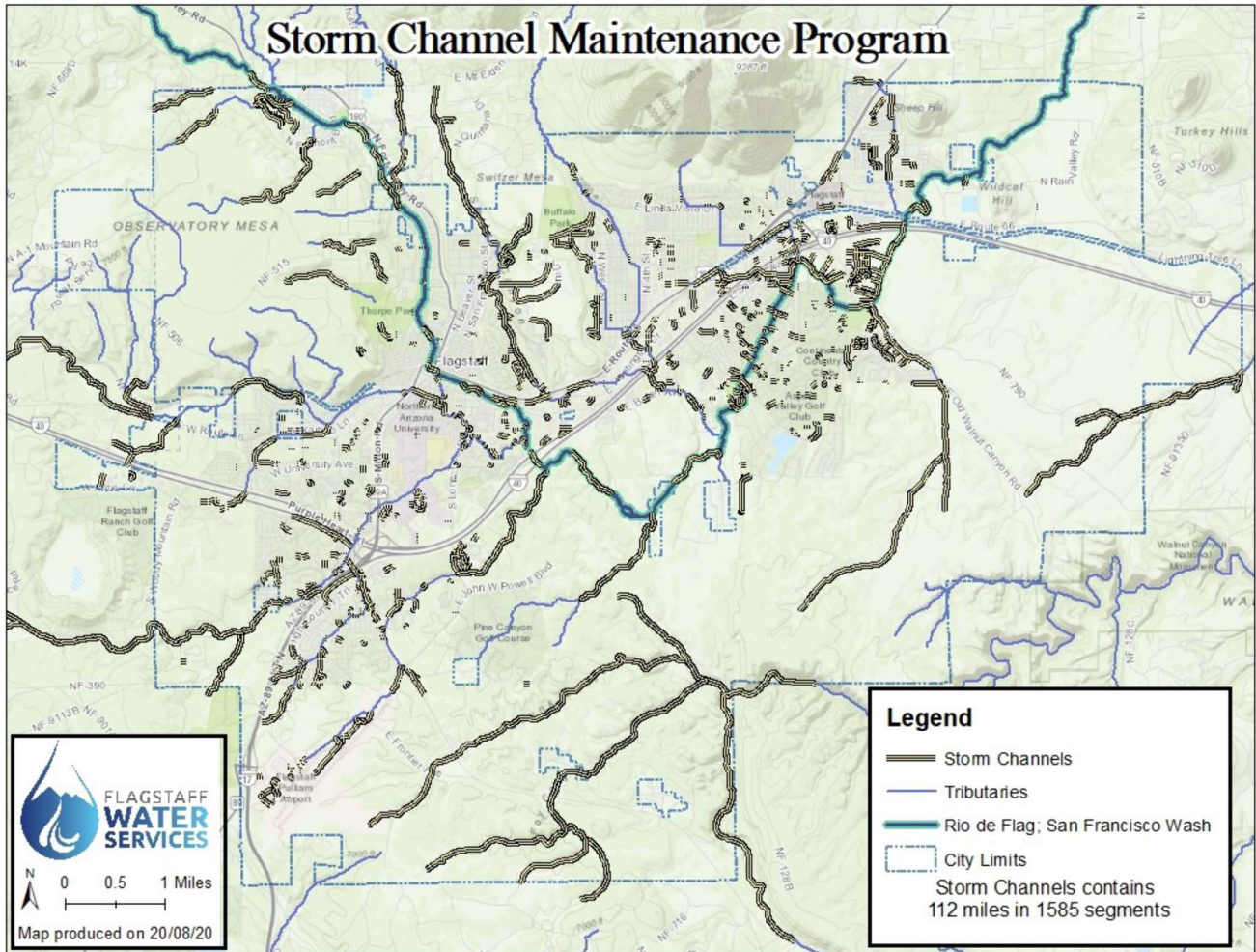
4. **NETWORK SECURITY AND PRIVACY LIABILITY:** Contractor shall maintain the requisite insurance requirements covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for the City. The insurance policy shall include coverage for third party claims. The insurance policy shall contain an affirmative coverage grant for contingent bodily injury and property damage emanating from the failure of the technology services or an error or omission in the content/information provided.
5. **SELF-INSURED RETENTION:** Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that the insurer reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, and employees. Contractor shall be solely responsible for any self-insured retention amounts. The City at its option may require Contractor to secure payment of such self-insured retention by a surety bond or irrevocable and unconditional letter of credit.
6. **OTHER INSURANCE REQUIREMENTS:** The insurance policies shall contain, or be endorsed to contain, the following provisions:
 - a. Additional Insured. In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents, and employees shall be named and endorsed as additional insureds with respect to liability arising out of the Contract and activities performed by or on behalf of Contractor, including products and completed operations of Contractor, and automobiles owned, leased, hired or borrowed by Contractor.
 - b. Broad Form. Contractor's insurance policy shall contain broad form contractual liability coverage.
 - c. Primary Insurance. Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage of Contractor's insurance and shall not contribute to it.
 - d. Each Insured. Contractor's insurance policies shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. Not Limited. Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of the Contract.

- f. Waiver of Subrogation. The insurance policies shall contain a waiver of subrogation against the City, its officers, officials, agents, and employees for losses arising from work performed by Contractor for the City.

- 7. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of the Contract shall provide the required coverage and shall not be suspended, voided, cancelled, reduced in coverage or in limits unless prior written notice has been given to the City. Notices required by this section shall be sent directly to the Procurement Director and shall reference the Contract Number.
- 8. **ACCEPTABILITY OF INSURERS:** Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.
- 9. **CERTIFICATES OF INSURANCE:** Contractor shall furnish the City with certificates of insurance (ACORD form) as required by the Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City Contract number shall be noted on the certificates of insurance. If requested by the City, all certificates of insurance and endorsements must be received and approved by the City before the Contractor commences work.
- 10. **POLICIES:** The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by the Contract. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City's receipt of Contractor's policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under the Contract.
- 11. **MODIFICATIONS:** Any modification or variation from the insurance requirements in the Contract must have the prior approval of the City's Attorney's Office in consultation with the City's Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by their handwritten revision and notation to the foregoing insurance requirements.

EXHIBIT D

STORMWATER MAPS AUGUST 2020





GRANT PROVISIONS

Sponsor: City of Flagstaff

Funding Agency: U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA) and Arizona Department of Emergency Management and Military Affairs (ADEMA)

FEMA/ADEMA Public Assistance Grant:

- July 2021 Coconino Flooding, Event 1 – #SD2201
- July 2021 Northern Monsoonal Flooding, Event 2 – #SD2202/
FEMA #DR4620
- August 2021 Coconino Flooding, Event 3 – #SD2205

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)

CONTRACT PROVISIONS

1. APPLICABLE LAWS

- a The Contractor and its Subcontractor shall comply with all applicable Federal, State, and Local laws and regulations.

2. REMEDIES

- a Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).

3. TERMINATION FOR CAUSE AND CONVENIENCE

- a All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

4. EQUAL EMPLOYMENT OPPORTUNITY

- a Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).
- b Key Definitions.
 - i Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any

application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

- ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an

investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it

participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a** Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (c)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (c)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (c)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City of Flagstaff shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (c)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (c)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for

compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (c)(1) through (4) of this section.

6. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.

b. Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the City of Flagstaff and understands and agrees that the City of Flagstaff will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

c. Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to City of Flagstaff and understands and agrees that the City of Flagstaff will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

7. DEBARMENT AND SUSPENSION

a. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's

regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

b This requirement applies to all FEMA grant and cooperative agreement programs.

c Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any nonprocurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
2. The contract requires the approval of FEMA, regardless of amount.
3. The contract is for federally-required audit services.
4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

d Governing Language

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of

the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the City of Flagstaff. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Flagstaff, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. BYRD ANTI-LOBBYING AMENDMENT

- a Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.
- b This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for

influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

- d** If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the

required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

9. PROCUREMENT OF RECOVERED MATERIALS

- a** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. § 200.322.
- b** This requirement applies to all contracts awarded by a non-federal entity under FEMA grant and cooperative agreement programs.
- c** The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d** Governing Language.
 - i.** In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - 1.** Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2.** Meeting contract performance requirements; or

3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

10. DOMESTIC PREFERENCES FOR PROCUREMENT

- a. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with the requirements of 2 C.F.R. § 200.322. As appropriate and to the greatest extent consistent with law, state and non-state entities should, to the greatest extent practicable under its FEMA award, provide a preference for the purchase of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. 2 CFR § 200.322 also provides specific definitions for "Produced in the United States" and "manufactured products" that states should review.

11. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

- a. Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA) and 2 C.F.R. § 200.216 prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:
 - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Additional information, including definitions for this requirement can be found in FEMA

12. CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS

- a** The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
- b** Affirmative steps shall include:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
 - v. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

13. ENERGY POLICY AND CONSERVATION ACT

- a** Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

14. CONFLICTS OF INTEREST

- a** The City (grantee) and Contractor (subgrantees) will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:
 - i. The employee, officer or agent,
 - ii. Any member of his immediate family,
 - iii. His or her partner, or
 - iv. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions

for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

15. COPYRIGHTS

- a** Reports, maps or other documents produced in whole or in part are works for hire and shall not be the subject of any application for copyright by or on behalf of the Contractor or its Subcontractor. The Contractor shall advise the City or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

16. PATENT FEES AND ROYALTIES

- a** Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device that is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in Funding Agency Contracting Provisions for Construction Projects the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Owner in the Contract Documents.

17. ACCESS TO RECORDS

- a.** All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.
- b.** Access to Records. The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide State of Arizona, City of

Flagstaff, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the City of Flagstaff and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

18. CHANGES AND MODIFICATIONS

- a. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

19. DHS SEAL, LOGO, AND FLAGS

- a. The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions: Version 8.1 (2018).

20. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

21. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

22. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

23. AFFIRMATIVE SOCIOECONOMIC STEPS

- a. For procurements under awards or declarations issued on or after November 12, 2020, all nonfederal entities are required to take the six affirmative steps to ensure use of small and minority businesses, women's business enterprises, and LSA firms when possible.²³⁰ One of the six steps is to require the prime contractor, if subcontracts are to be let, to take the five other affirmative steps, For procurements under awards or declarations issued between December 26, 2014, and November 12, 2020, this requirement only applies to non-state entities.

FEDERAL STANDARD - GRANT PROVISIONS

The Contractor and its Subcontractor shall comply with the following grant provisions;

Applicable Laws

Compliance with all applicable Federal, State, and Local laws and regulations.

Awards to debarred and suspended parties

The City will not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Orders 12549 and 12689, ``Debarment and Suspension."

Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

(1) The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Equal Employment Opportunity

Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)

Clean Water and Air Act

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Energy Policy and Conservation Act

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Resource Conservation and Recovery Act

Compliance with the Resource Conservation and Recovery Act (RCRA) requires federal agencies to assess the impact that debris, debris removal, hazardous wastes, and hazardous waste clean-up projects will have on air and water quality and take actions to prevent degradation. RCRA gives EPA the authority to control hazardous waste from the "cradle-to-grave" to facilities that generate hazardous materials and sets forth a framework for the management of non-hazardous waste (42 USC, 6901).

Conflicts of Interest

The City (grantee) and Contractor (subgrantees) will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Copyrights

Reports, maps or other documents produced in whole or in part are works for hire and shall not be the subject of any application for copyright by or on behalf of the Contractor or its Subcontractor. The Contractor shall advise the City or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Patent Fees and Royalties

Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device that is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in Funding Agency Contracting Provisions for Construction Projects the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Owner in the Contract Documents.

Responsible Contractors

The City will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Access and Retention of Records

Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

CODE OF FEDERAL REGULATION (CFR) - Title 2: Grants and Agreements

PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of

mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council

:

Co-Submitter: Nicole Antonopoulos

Date: 10/27/2021

Meeting Date: 11/02/2021



TITLE:

Consideration and Approval of Contract: APS Level 2 Electric Vehicle Charging Pilot Agreement #156299 for a New Location at the City of Flagstaff Visitor Center.

STAFF RECOMMENDED ACTION:

1. Approve the APS Level 2 Electric Vehicle Charging Pilot Agreement #156299 for a New Location at the City of Flagstaff Visitor Center; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Staff is requesting approval of the updated APS Level 2 Vehicle Charging Pilot Agreement #156299 (Customer Agreement), awarded as part of the APS Take Charge AZ Program, to install four electric vehicle (EV) charging sites (EVCS) at an alternate location – in the west side parking lot of the City of Flagstaff Visitor Center at 1 East Route 66, Flagstaff, AZ 86001.

The original Customer Agreement #156299 was brought to Council for consideration on 1/19/2021, at which time the proposed location was at the Flagstaff Main Library, located at 300 W Aspen Ave. Two additional sites and Customer Agreements were also brought forward during the meeting on 1/19/2021, and Council gave approval for all three projects.

After months of evaluation with City staff and with APS, it was determined that the Main Library would not be an eligible site for the APS Take Charge AZ Program. While it is uncertain exactly when the Rio de Flag (RDF) project will be working on the section near the Main Library, it is certain that this project will cause significant disruption to the same site in a relatively short time frame. This foreseeable disruption would require that the EVCS assets be de-energized and re-installed at significant costs. APS agreed to consider another site location under the already approved application #156299. After weeks of consultation with City staff in multiple divisions, the City of Flagstaff Visitor Center site was selected as the preferred alternate site.

These installations are part of Phase 2 of an APS pilot program, Take Charge AZ, to offer free EVCS to government agencies. APS will provide for the installation, electric infrastructure and maintenance of the chargers. The City participated in Phase 1 of the Take Charge AZ program which included the installation of the four EVCS at City Hall that was completed in June 2020. Portions of the first Phase 2 installation have also been completed, with 4 EVCS having gone online in September 2021.

The Customer Agreement represents an exciting opportunity to continue to partner with APS, participate in the ongoing APS study of EV charging operations, and provide EV infrastructure to both the community and municipality at a significantly reduced cost to the City.

The EVCS will be available for use by the public.

Council approval for the associated easements at this location will be brought forward by the Real Estate Manager at a later date.

Financial Impact:

There are four types of financial costs associated with the EV charging stations:

- Electrical infrastructure upgrades: APS will be providing significant infrastructure support and upgrades at no cost to the City.
- EV charging stations: The City and APS are sharing the cost of the EV charging stations, and the City's obligation will include a one-time cost of \$9,733.00 at each site. This fee covers the Charging Station units as well as the first year of Cloud service (see below). The City has chosen to upgrade to networked EVCS, which are more appropriate for monitoring fleet vehicle use, collecting real-time data and facilitating use of the charging stations when appropriate. Currently, the EVCS at City Hall are available to City employees and the public at no fee, however the networked EVCS will allow the City the flexibility to charge a fee in the future should that become the direction desired.
- Networking fees: The City will pay networking fees of \$1,120 annually at each location, to operate and monitor the charging stations.
- Electricity use through the chargers: The City will pay for any electricity costs associated with using the chargers. The chargers will be metered separately and be placed on a time-of-use service plan to encourage use of the equipment when solar energy is abundant and energy prices are lower. In general, fueling an electric vehicle costs less than fueling a gasoline vehicle, representing overall cost savings for the City.

The funding for this project will be provided by Sustainability in the current fiscal year.

Policy Impact:

Both EV charging stations and EV fleet purchases support the goals of the Climate Action and Adaptation Plan, the Climate Emergency Declaration, and the Carbon Neutrality Plan by reducing emissions from transportation.

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Public EV charging stations support Council's goal of implementing the Climate Action and Adaptation Plan (CAAP).

Relevant actions in the CAAP include:

- Action TLU-3-B: Develop public-private partnerships to develop electric vehicle charging stations at City facilities.
- Action TLU-3-L: Partner with private entities, such as APS, to prepare electricity infrastructure for electric vehicle charging demand.

Public EV charging stations support Council's goal of implementing the Carbon Neutrality Plan (CNP). Relevant target areas and opportunities for action in the CNP include:

- Target Area: Electric Mobility

- EM-3: Support residents, businesses, and institutions in the transition to electric vehicles.
- Goal: The City will provide 50 publicly available Level 2 electric vehicle charging stations by 2025.

Regional Plan

Goal E&C.1. Proactively improve and maintain the region's air quality.

Goal E&C.2 Reduce Greenhouse gas emissions.

Has There Been Previous Council Decision on This:

Yes.

1. 11/20/2018: Council adopted the Climate Action and Adaptation Plan which includes goals and strategies to increase EV infrastructure and adoption.
2. 8/27/2019: Council approved the Customer Agreement for the EVCS at City Hall, which was part of Phase 1 of the APS Take Charge AZ Program.
3. 6/23/2020: Council adopted the Climate Emergency Declaration Resolution which calls for an increase in urgency and action to dramatically reduce community emissions.
4. 1/19/2021: Council approved of a Customer Agreement at another location.
5. 6/15/2021: Council adopted the Carbon Neutrality Plan which includes goals and strategies to increase electric vehicle infrastructure and adoption.

Attachments: [#156299 Customer Agreement](#)
[#156299 Customer Agreement App B](#)
[Presentation](#)

APS LEVEL 2 ELECTRIC VEHICLE CHARGING PILOT AGREEMENT #156299

This Electric Vehicle Charging Station Pilot Agreement (“Agreement”) between Arizona Public Service Company (“APS”) and City of Flagstaff - Visitor Center/Amtrak Station (“Customer”), is effective as of October 7, 2021 (the “Effective Date”).

Customer’s Charging Stations will be located at: **1 E. Route 66, Flagstaff, AZ 86001**

Background

APS is conducting an Electric Vehicle Charging Pilot Program (the “Program”), whereby APS is installing Level 2 charging stations at certain APS Customer’s location. The Program is being conducted in order for APS to assess electric vehicle (“EV”) consumer purchasing, EV driver charging behavior, and other relevant information regarding the use of EV charging stations. APS has selected Customer to participate in the Program.

Customer acknowledges that APS cannot fully determine Customer’s eligibility in the Program until after execution of this Agreement and that Customer eligibility will be determined by APS, in its sole discretion.

APS and Customer Agree as follows:

1. Definitions:

- a. **Charging Station:** A UL/ETL certified electrical device that provides power to an EV using a standard J1772 Plug connector and cable. The Charging Station will be a Level 2 type, capable of providing up to 7kW of power to an EV. The Charging Stations will be either pedestal mounted, with two chargers on each pedestal, or wall mounted. Each Customer will receive a maximum of 4 plugs.
- b. **Charging Station Area:** the area where the Charging Stations are installed and used, and where designated parking spots for EV charging are located.
- c. **Environmental Contamination:** any and all actual or threatened releases, discharges, spills, or the presence of Hazardous Substances within the Property.
- d. **Environmental Laws:** all applicable federal, state, local, or municipal law, statute, code, regulation, or policy (including without limitation common law) governing the use, storage, treatment, or disposal of Hazardous Substances or otherwise relating to the protection, conservation, or preservation of the natural environment or natural resources, including ambient air, wildlife or plant species, surface water or groundwater resources, or soil and other subsurface strata.
- e. **Hazardous Substances:** any liquid, solid, or gaseous substance or material (including petroleum and petroleum products) that is designated, classified, or regulated as, either, a

solid or hazardous waste, a hazardous substance or material, a contaminant, or a pollutant under any Environmental Law, or which becomes so designated, classified, or regulated

- f. **Infrastructure:** the electrical equipment required to provide power to the Charging Station. The equipment may include a transformer, underground conduits, cables, meters, disconnects (on/off switches), concrete pads, and signage.
- g. **Property:** the entirety of the property owned or leased by Customer that is included in the address listed at the top of the agreement.
- h. **Site:** any part of the Property subject to the Utility Easement with the exception of the meter pedestal, Charger and cable between the two described in Section 3(b).

2. General Terms

- a. Except as set forth in subsection (d) below, APS will, at no cost to Customer, design, construct, and install all necessary Infrastructure and Charging Stations at the Site.
- b. APS will own, operate, and maintain the Infrastructure and Charging Stations. APS's routine maintenance of the Charging Stations will be limited to semi-annual inspections of the Charging Stations, testing, and firmware upgrades. Customer's inspection obligations are set forth in Section 5.
- c. If, for any reason, Customer's existing electrical infrastructure cannot accommodate installation of the Infrastructure or Charging Stations, or there are other technical or Site related issues of any kind that, in APS's sole discretion, prevent APS from installing the Infrastructure or Charging Stations, APS may terminate this Agreement upon written notice to Customer. Termination of this Agreement will be effective as of Customer's receipt of APS's notice of termination.
- d. Based on estimates to install the Infrastructure and Charging Stations, both are being provided at no charge to Customer. In the event that, as a result of an unusual design or technical issue associated with the Site, APS or its subcontractor is required to bill the Customer for any additional costs, APS will notify Customer in writing if additional charges are required to the Customer (the "Customer Cost Allocation"). Customer will have 30 days following receipt of APS's written notice of a Customer Cost Allocation to notify APS in writing if Customer will pay the Customer Cost Allocation or terminate this Agreement. The signatory on behalf of the Customer must have proper authority to authorize the customer cost allocation on behalf of their company. Customer's notice that it is electing to terminate this Agreement will serve as Customer's termination of this Agreement.
- e. Customer will work with APS and its contractors to schedule and allow for the following activities: site inspection to verify eligibility, necessary permitting and inspections, installation, and all other reasonably necessary activities. Customer will also provide

APS with ; existing as built one-line electrical drawings identifying connections for electrical power; existing electrical load designs and layouts of actual connected loads, and any other documents reasonably requested by APS.

- f. Customer will permit APS to post signage on or near the Charging Stations identifying that the Charging Stations are being provided by APS and otherwise providing pertinent information about the Charging Stations, APS, or the Program.
- g. In the event of an emergency or other situation where APS must gain immediate access to the Site, APS must be able to access the Charging Stations and Infrastructure without delay (*i.e.*, access to the Charging Stations or Infrastructure cannot be locked or gated unless immediately accessible by a Customer representative who is on duty 24 hours a day). In all other situations, Customer will provide APS access to the Charging Stations upon 24 hours verbal notice.
- h. Customer will keep trees, bushes, and hedges trimmed so that the Charging Stations remain unobstructed, as required when initially installed.
- i. Customer will not modify the Site in any way that may impact the operation or use of the Charging Stations without the prior written approval of APS.
- j. In APS's discretion, APS may replace the Charging Stations with new Charging Stations. If Customer paid for any infrastructure or fees for networking the Charging Stations, APS will ensure Customer has comparable functionality.
- k. The APS Charging Stations must remain isolated electrically and separately metered from all other electrical equipment, unless agreed to otherwise by APS in writing.
- l. APS, in collaboration with Customer, will take any action which, in their reasonable judgment, is necessary to ensure the Charging Stations and Infrastructure are being properly maintained and operated, and to ensure the Charging Stations are meeting the objectives of the Program.

3. Certain Other Terms of Service

- a. Customer's monthly APS electric bill for the Charging Stations will include the energy used by the Charging Stations. For the dedicated Charging Stations meter, Customer must enroll in APS's E-32XS Demand Service Plan. APS may, in its sole discretion revise the list of eligible Service Plans at any time. If during the term of this Agreement an EV Service Plan becomes available, APS may require Customer to enroll in that Service Plan. Customers may choose the service plan that works best for them.
- b. Customer must execute an easement to APS in the form and substance of the standard Utility Easement. Among other things, the Utility Easement Agreement will provide APS with the right to leave the infrastructure in place if the Charging Stations are removed. Notwithstanding the foregoing, after the term of this Agreement as set forth in

Sections 7 or any earlier termination provided for in this Agreement, if Customer requests APS to modify or abandon the Utility Easement, APS shall reasonably agree to such requests. All such costs associated with any modification or abandonment of the Utility Easement, including the removal of any equipment (meter, chargers and services), conduit, or otherwise, shall be borne solely by APS. Notwithstanding the foregoing, in no event shall APS be required to modify or abandon any new transformers, and associated infrastructure to install those new transformers as part of this pilot program.

- c. An officer of Customer must sign the Utility Easement and this Agreement.
 - d. If customer is a lessee of the Property, an officer or Mayor of the owner of the Property must sign the Utility Easement Agreement and an officer or Mayor of both the Customer and the owner of the Property must sign this Agreement.
4. Consent to Share Information.
- a. As part of the Program, APS will collect and use the following information from the dedicated meter installed at the Site: total energy usage of the Charging Stations and information regarding performance of the Charging Stations (uptime, maintenance, utilization, and the like).
 - b. Customer agrees that APS may use the information described in subsection (a) for any reason, so long the information does not identify the Customer.
5. Additional Customer Obligations.
- a. Customer must perform weekly safety inspections (snow, debris, clear and safe access) of the Charging Station Area and immediately notify APS at the APS phone number listed on APS provided signage, if it observes any of the conditions listed on the APS Charging Station Inspection Checklist, which is attached here as Appendix A.
 - b. Customer must advise employees and any other third persons using the Charging Stations, if the Charging Stations are not available between 3pm and 8pm daily.
 - c. Customer is responsible for all typical parking related matters, including, but not limited to arrangement and painting of parking/painted lines, and the like with the exception that APS will mark the parking spots with "Reserved Electric Vehicle Parking".
 - d. Customer agrees to encourage employees to participate in APS provided surveys regarding the Charging Stations and provide APS with related information regarding charging usage and the like, as reasonably requested by APS.
 - e. Customer agrees that APS may use the information described in subsection (d) for any reason, so long the information does not identify the Customer.

6. Term. The Program is intended to be in effect for five years following installation of the Charging Stations. APS, however, reserves the right to terminate this Agreement at any time, without liability to Customer. Unless terminated earlier as set forth in this Agreement, this Agreement will terminate on the fifth anniversary of the In-Service Date.
7. Shut Off and Termination for Cause.
 - a. If, in APS's reasonable opinion, a safety condition related to the Infrastructure or Charging Stations exists, APS may immediately shut off the Charging Stations and any impacted Infrastructure.
 - b. If: (i) a safety conditions exists that is not being caused by APS or (ii) Customer is otherwise in default of this Agreement (each of (i) or (ii) being a "Default"), then Customer will have 30 days following receipt of APS's written notice identifying the Default to remedy the same. If Customer has not remedied the Default within the 30 day cure period, APS may terminate this Agreement immediately, upon Customer's receipt of APS's notice of termination.
8. Termination. Upon termination of this Agreement for any reason, APS will notify Customer in writing of termination of this Agreement and Customer will notify APS within 30 days of receipt of APS's written notice whether it intends to take ownership of the Charging Stations or require that APS remove the Charging Stations.
 - a. If Customer notifies APS that it is electing to have APS remove the Charging Stations, APS will remove the Charging Stations within 60 days after receipt of Customer's written notice and APS will disconnect and abandon the Infrastructure in place or remove it as it deems fit (pursuant to the Utility Easement).
 - b. If Customer notifies APS that it is electing to take ownership of the Charging Stations after five years, APS will transfer title to Customer. Upon transfer of title of the Charging Stations, Customer will assume sole and full responsibility for the operation and maintenance of the Infrastructure and Charging Stations. Prior to the transfer of title to Customer, APS will perform a fair market value analysis of the Charging Stations and provide the information to Customer in writing.
9. Tax Implications. If Customer elects to take ownership of the Charging Stations and the Charging Stations have a fair market value, Customer may incur a tax burden as a result of taking possession of the Charging Stations. APS advises that Customer should consult a tax advisor regarding possible tax liability resulting from the transfer of ownership (please note: current U.S. tax code requires APS to generate a Form 1099 if the System value is \$600 or more). APS will still maintain ownership of the Infrastructure and easement of the Infrastructure.
10. Exclusion of Damages. Neither party will be liable to the other party for any indirect, consequential, special, or punitive damages for any actions resulting from or arising out of this

agreement, whether based on contract, tort (including negligence), strict liability, contribution, or otherwise.

11. American Disabilities Act. Customer agrees to defend, indemnify, and hold harmless APS and its subcontractors against any claims by Customer or any third parties arising out of or related to violation of the Americans with Disabilities Act Amendments Act (ADAAA) with respect to parking accommodations.

12. Environmental Liability.

- a. APS shall retain all liability arising from and responsibility to address, and the Customer shall not any assume such liability or responsibility for, Environmental Contamination caused by APS's installation, operation, and maintenance of the Infrastructure or Charging Stations, including any and all losses, costs, damages, or obligations (including without limitation any environmental remediation or corrective action obligations).
- b. Customer shall retain all liability arising from and responsibility to address, and APS shall not any assume such liability or responsibility for, pre-existing Environmental Contamination within the Site prior to the Effective Date or any Environmental Contamination caused by Customer after the Effective Date, including any and all losses, costs, damages, or obligations (including without limitation any environmental remediation or corrective action obligations).

The indemnification obligations in this paragraph will survive any expiration or termination of this Agreement.

COMPANY

ARIZONA PUBLIC SERVICE COMPANY

By: _____

By: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

PROPERTY OWNER

(If different from company)

By: _____

Title: _____

Signature: _____

Appendix A

APS Take Charge AZ – Customer Charger Inspection

To be Performed Weekly

Date: _____

Time: _____

Name of Inspector: _____

Location of Chargers: _____

ENSURE A SAFE WORK AREA PRIOR TO INSPECTION.

If there are critical safety concerns with your chargers, please contact APS immediately!

Walk down all charging stations, inspect for the following:

- i. Any signs of damage or physical contact with vehicle
- ii. Note damage or issues in comment box

Detail	Good	Bad	Comment
Charger Body			
Charger Cord			
Connector/Plug			
Any Exposed Wiring			
Meter			
Meter Pedestal			

Appendix B

APS Take Charge AZ – ChargePoint Networked Charger Option

City of Flagstaff - Visitor Center/Amtrak Station
1 E. Route 66
Flagstaff, AZ 86001
Application #156299

ChargePoint Option

Commercial or Industrial Customers accepted into the APS Take Charge AZ Pilot may elect to select from Clipper Creek HCS-40R non-networked chargers to ChargePoint CT4021-GW1 networked chargers by executing Appendix B.

ChargePoint Networked Charger Capabilities

ChargePoint CT4021-GW1 networked chargers provide the following capabilities:

- **OCPP Capable:** Native support for OCPP in ChargePoint stations and an easy process to integrate other stations to the ChargePoint Network using OCPP.
- **EMP & CPO Roaming:** Seamless communication between the driver, station and clearinghouse.
- **Station Locations & Availability:** Complete visibility of stations and their availability make it easy for drivers to find a compatible charger.
- **Access Control:** Manage and control access to charging stations based on well-defined policies. Enhance the value for the station owner with the right level of control.
- **Flexible Pricing:** Provide the station owner with pricing controls that are in line with station usage. Provide flexibility to update pricing as usage changes.
- **Authorization, Authentication & Accounting:** Ensure safe and secure payment for charging. Security measures include the pseudonymization and encryption of personal data and other capable security measures that ensure the ongoing confidentiality, integrity, availability, and resilience of the network.
- **Power Management:** Ensure that charging stations never draw more power than the site can provide.
- **Driver Notifications:** Notify EV drivers about station availability, state of charge and other key messages to enhance your relationship with drivers.
- **Queueing (Waitlist):** Increase utilization of stations and charge more vehicles by enabling drivers to get in a virtual queue for stations.
- **Fleet Services:** Integrate with fleet systems (fleet management, route monitoring, etc.) to provide critical data and insights.

- Station Support: ChargePoint responds quickly and effectively to any situation that occurs at a station.
- Scalability: Support the growth of stations worldwide. Provide consistent, high-quality functionality without any delays.

Additional Fees, Invoicing, and Payment Terms

Customer will enter into a separate agreement with ChargePoint, Inc for networking services. Networking fees up to \$296.00 per port per year. This will total up to \$1,184.00 per year. First year fees will be included in the invoice from the installer as noted below.

Subsequent years will be invoiced by ChargePoint, Inc.

Customer will be invoiced a total amount of \$9,823.00 by the installer and will pay the additional fees as outlined below:

1. One-time installation fee not to exceed \$750.00
2. One-time equipment upgrade fee of \$7,889.00
3. First year networking fee up to \$1,184.00

Payment terms will be net 30 days.

COMPANY

By _____

Title: _____ Signature: _____

ARIZONA PUBLIC SERVICE COMPANY

By _____

Title: _____

Signature: _____

APS Take Charge AZ Phase 2: Electric Vehicle Charging Station – Site Update

November 2, 2021

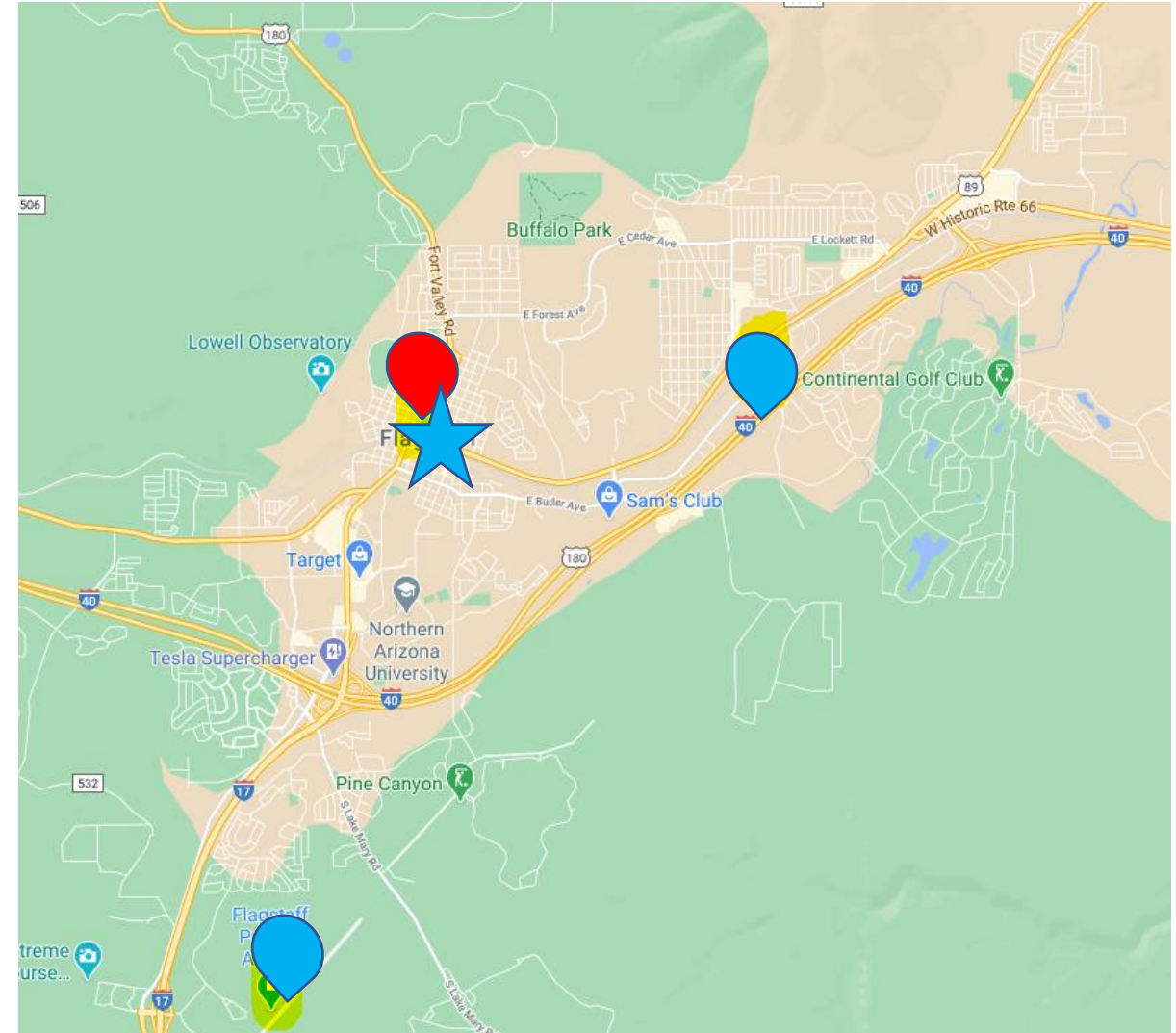




APS Take Charge Phase 2



- First heard and approved by Council on January 19, 2021
- APS will, at no cost to the City, design, construct and install all necessary Infrastructure and Charging Stations at the site.
- 4 EV Charging Stalls at each of 3 locations (12 total stalls):
 - Aquaplex (Complete)
 - Flagstaff Airport (6 stalls; In process)
 - Main Library (Ineligible)
 - Visitor's Center W Parking Lot (with approval)





Process



- ✓ Customer Application
- ✓ Preliminary Approval
- ✓ Preliminary Site Visits
- ☐ Customer Agreement
 - ☐ We are here!
- ☐ Preliminary Design
 - ☐ Preliminary Design Approval
- ☐ Customer Acceptance Package
 - ☐ Based on approved Preliminary Designs

- ☐ Easements for each site
 - ☐ Note: The Real Estate Manager will be back in front of Council for this step
- ☐ Final Design
 - ☐ Final design review and approval
- ☐ Application for Permits for each site
 - ☐ Revisions to permits as necessary
 - ☐ Approval of permits
- ☐ Pre-Construction meeting
- ☐ Construction

Thank you.
Questions?



CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Genevieve Pearthree, Senior Planner
Date: 10/27/2021
Meeting Date: 11/02/2021



TITLE:

Consideration and Approval of Preliminary Plat: Request from Hunt Beaver, LLC for Preliminary Plat approval for Beaver Street Condominiums (case number: PZ-17-00187-04) - 8 residential condominium units located at 613 North Beaver Street on 0.33 acres to be developed using the T4N.1 (Transect) Zone standards.

STAFF RECOMMENDED ACTION:

Staff recommends, based on the required findings and the Planning and Zoning Commission recommendation of approval on October 13, 2021 (6-0 vote), the City Council approve the Preliminary Plat.

Executive Summary:

This is a request for Preliminary Plat approval for an 8-unit residential condominium subdivision known as Beaver Street Condos. This project already has Site Plan approval. Approval of this plat will enable the applicant to sell the units instead of renting them.

Financial Impact:

No financial impacts are anticipated with this Preliminary Plat.

Policy Impact:

There are no policy impacts affiliated with this Preliminary Plat.

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

PBB Key Community Priorities/Objectives

- Robust Resilient Economy - Grow and strengthen a more equitable and resilient economy.

Regional Plan Policies and Goals

- Goal ED.8 Promote the continued physical and economic viability of the region's commercial districts by focusing investment on existing and new activity centers.
- Policy E.1.4 Promote cost-effective, energy-efficient technologies and design in all new buildings for residential construction.
- Policy LU.5.1. Encourage development patterns within the designated growth boundaries to sustain efficient infrastructure projects and maintenance.

- Policy LU.5.2. Promote infill development over peripheral expansion to conserve environmental resources, spur economic investments, and reduce the cost of providing infrastructure and services.
- Policy LU.10.5. Consider vacant and underutilized parcels within the City's existing urban neighborhoods as excellent locations for contextual redevelopment that adds housing, shopping, employment, entertainment, and recreational options for nearby residents and transit patrons.
- LU.18.4. Encourage developers to provide activity centers and corridors with housing of various types and price points, especially attached and multifamily housing.
- Policy WR.4.3. Development requiring public utility services will be located within the Urban Growth Boundary.

Has There Been Previous Council Decision on This:

No.

Options and Alternatives:

1. Approve the Preliminary Plat with no conditions, as recommended by the Planning and Zoning Commission.
2. Approve the Preliminary Plat with conditions.
3. Deny the Preliminary Plat based on non-compliance with the Zoning Code, the Subdivision Code, and/or the Engineering Design Standards and Specifications for New Infrastructure.

Background/History:

The project consists of two (2) 3-story buildings. The total square footage of both buildings is 17,076 square feet. City Staff approved the Site Plan for the development (PZ-17-00187-01) on March 16, 2020. Civil plans are currently under review. Site plan approval was based on conformance with all relevant City Development Standards.

The project will develop according to the standards for the T4N.1 (Transect) Zone, the Townhouse Building Type, and the Stoop Private Frontage Type. There are eight (8) residential units (four [4] units per building). All units have three (3) bedrooms and four (4) bathrooms. Six (6) of the units are 1,980 square feet; the remaining two (2) units are 2,598 square feet.

The City Inter-Division Staff (IDS) approved the Preliminary Plat on August 30, 2021. On October 13, 2021, the Planning and Zoning Commission voted on October 13, 2021 (6-0) in favor of forwarding the Preliminary Plat to the City Council with a recommendation of approval.

Key Considerations:

Staff approval of the Site Plan and Preliminary Plat signifies that the project complies with Title 10: Zoning Code, Title 11, General Plans and Subdivisions, and Title 13: Engineering Design Standards and Specifications for New Infrastructure.

However, the applicant has opted to create a Condominium Plat to allow the units to be sold individually (without this condominium plat, the units would be apartments). In this case, ownership is of the airspace within each unit and of the limited common elements (decks, driveways) associated with each unit. Shared areas inside each building and the spaces between the floor plates and walls are considered "common elements." Tract "A" contains all areas outside of the buildings and the limited common elements. It will be maintained by the Homeowner's Association and will be used for parking and landscaping, a driveway, open space, and easements.

Community Benefits and Considerations:

The community benefits of this project are encapsulated in the PBB Key Community Priorities/Objectives and the Regional Plan goals and policies that it meets, such as promoting economic development, providing a diversity of house types, and encouraging compact, infill development.

Expanded Options and Alternatives:

Inform. No public hearings or public outreach are required by either the Zoning Code or the Subdivision Code as part of the Preliminary Subdivision Plat review process.

Attachments: [Presentation](#)
 [Staff Report](#)
 [Application](#)
 [Vicinity Map](#)
 [Preliminary Plat](#)
 [Landscape Plan](#)
 [Utility Notification Letters](#)

Beaver Street Condos

(PZ-17-00187-04)

Preliminary Plat Approval Request

City Council | November 2, 2021

Genevieve Pearthree | Senior Planner

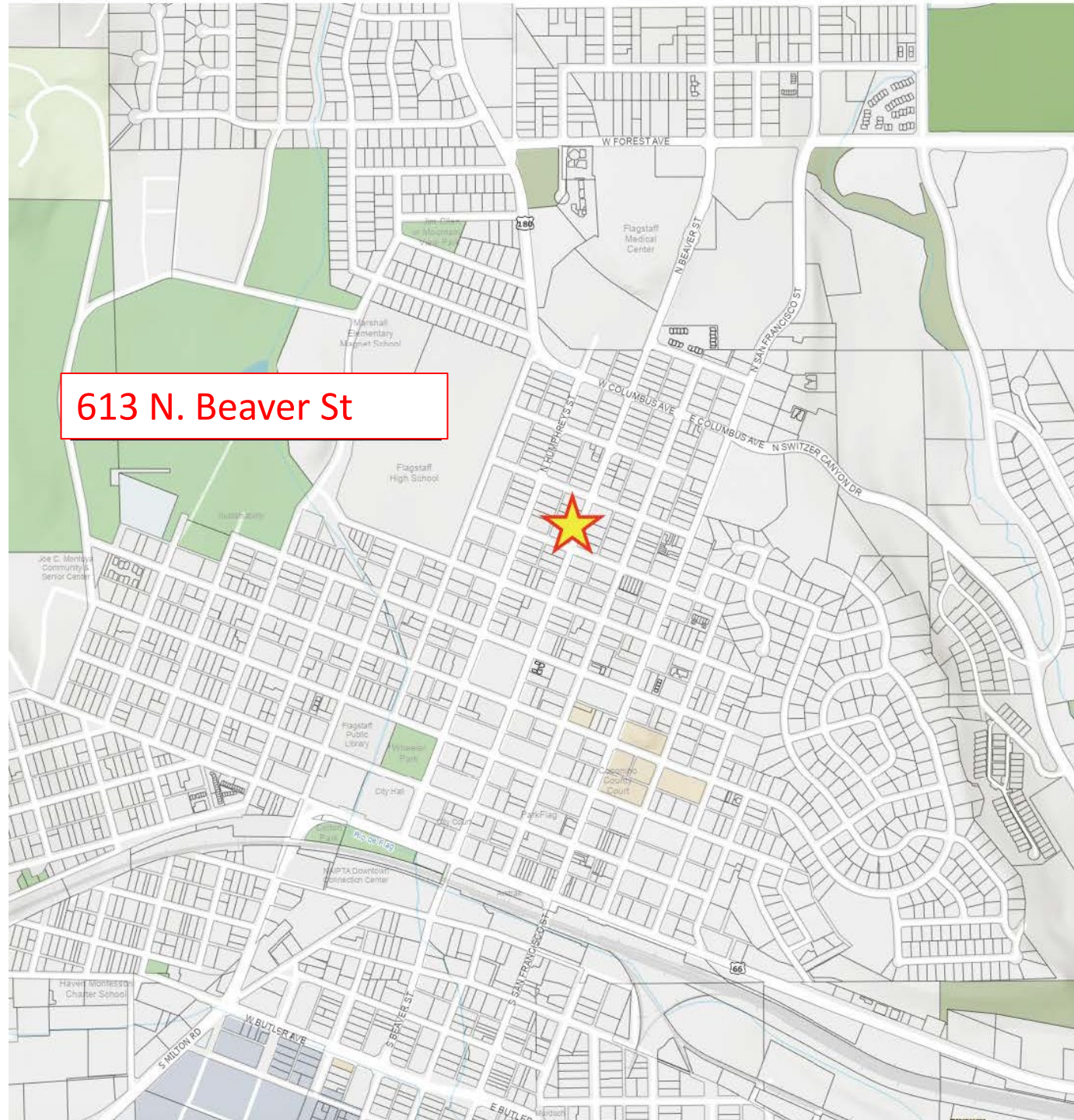




Request Overview

- Request from Hunt Beaver, LLC for **Preliminary Plat approval for an 8-unit residential condominium subdivision** at 613 N. Beaver St. on 0.33 acres in the T4N.1 (Transect) Zone
- **Condominium plat creates individually owned units**
 - Ownership is of the airspace within each unit plus the limited common elements associated with each unit (decks and driveways)

Vicinity Map

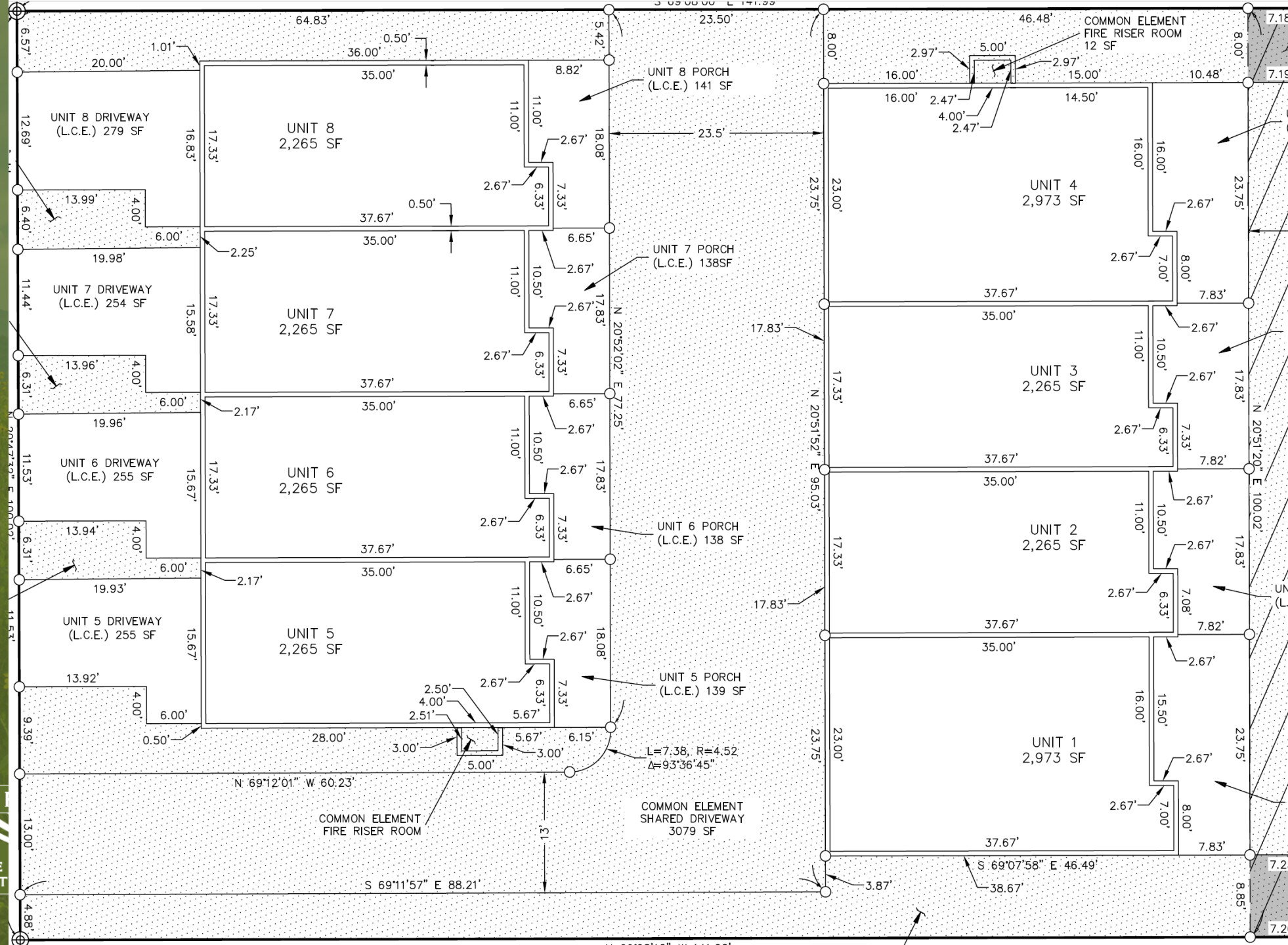




Development Overview

- **Development summary:**
 - 8 3BR/4BR residential units (1,980 and 2,598 sq. ft.)
 - T4N.1 (Transect) Zoning, Townhouse Building Type, Stoop Private Frontage Type
- **Development already been approved** (permitted by right in the T4N.1 Main Street Transect Zone)
 - Staff approved Site Plan in March 2020
 - Civil Engineering Plans, Building Permits, Public Improvement Permits approved April – June 2021
- **Focus of Preliminary Plat development request:** owner wants to create a condominium project to enable individually-owned units

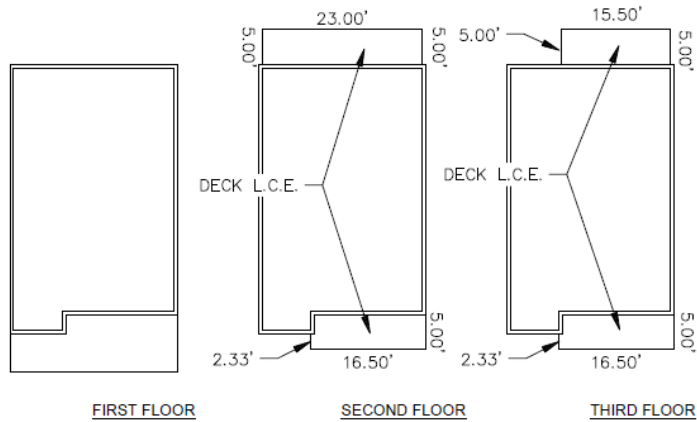
Beaver Street Condos Preliminary Plat



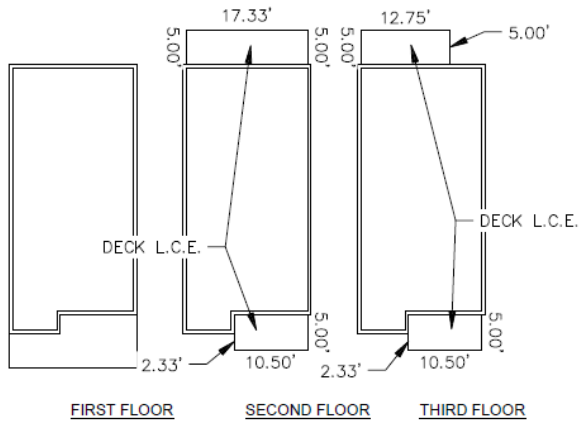


Plat Unit Airspace Ownership

Horizontal Boundaries

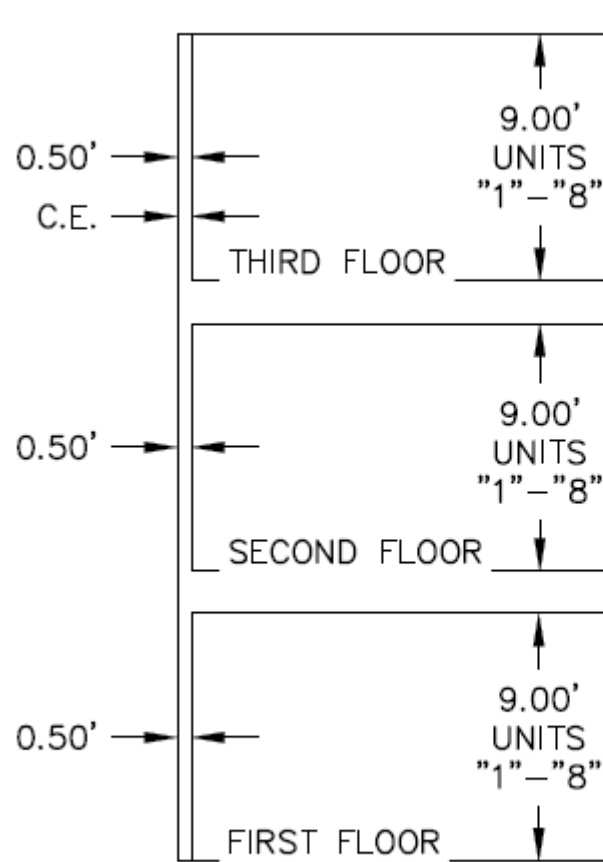


FLOOR PLAN
UNITS "1 & 4"



FLOOR PLAN
UNITS "2,3,5,6,7, & 8"

Vertical Boundaries



BUILDING ELEVATION
SCALE: 1"=10'

Finish Floor Elevations

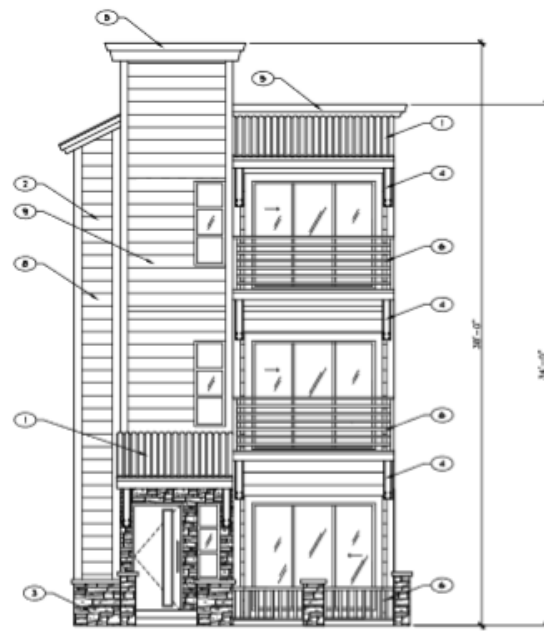
UNIT "1":	6951.55'
UNIT "2":	6951.55'
UNIT "3":	6951.55'
UNIT "4":	6951.55'
UNIT "5":	6951.42'
UNIT "6":	6951.42'
UNIT "7":	6951.24'
UNIT "8":	6951.24'

Building Elevations (for reference only)

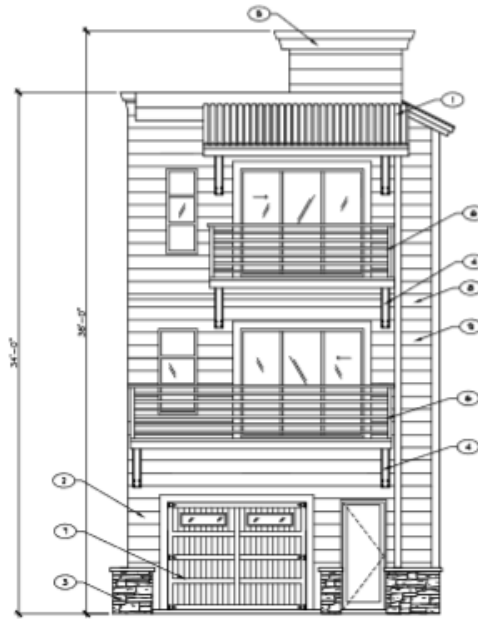


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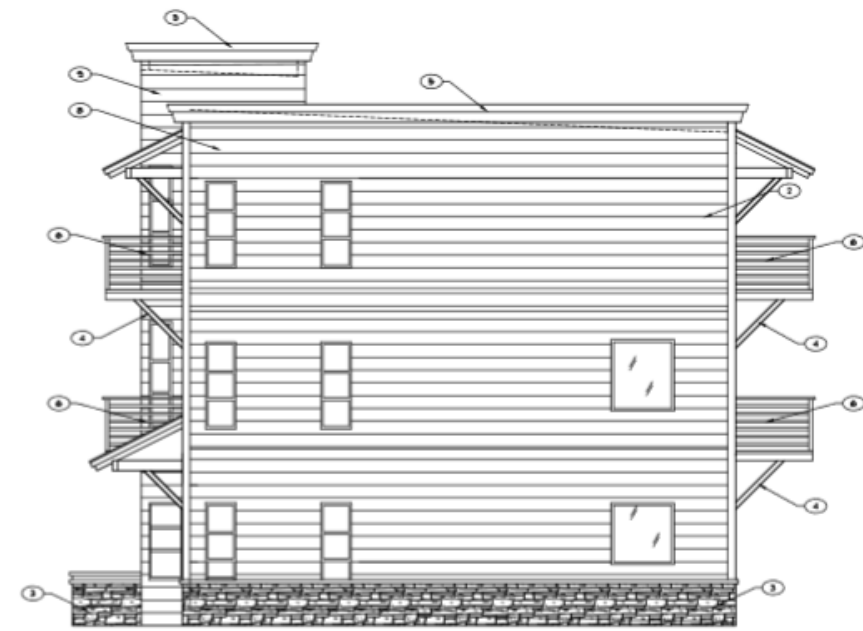


1 FRONT ELEVATION (18' Wide Unit)
SCALE: 1/4" = 1'-0"



3 REAR ELEVATION (18' Wide Unit)
SCALE: 1/4" = 1'-0"

NOTE:
HEIGHT OF TOWER IS 38'-0";
20% OF 34' = 40'-0";
TOWER DOES NOT EXCEED 20% OF MAX
HEIGHT.



2 NORTH ELEVATION (18' Wide Unit)
SCALE: 1/4" = 1'-0"

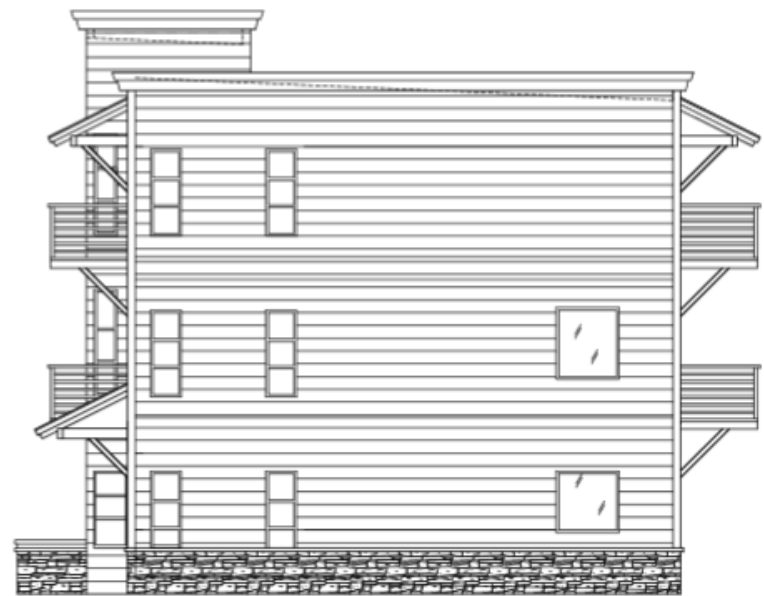
KEY NOTES:

- 1 CORRUGATED RUSTED METAL ROOF
- 2 10" HIGH HORIZONTAL HARDBOARD SIDING
SHERWIN WILLIAMS FAIRFAX BEIGE BU 6055
- 3 STONE MANDCOTTING (TAN COLOR)
- 4 RUSTED METAL BRACINGS
- 5 17W" TWIN ON 27X31" PARCEL
- 6 METAL RAILING
- 7 RUSTED METAL GARAGE DOORS
- 8 10" HIGH HORIZONTAL HARDBOARD SIDING TWIN
SHERWIN WILLIAMS FAIRFAX BEIGE BU 6055
- 9 10" HIGH HORIZONTAL HARDBOARD SIDING
SHERWIN WILLIAMS STARDUST BU 508



FAIRFAX BEIGE
BU 6055
LRV: 47

STARDUST
BU 508
LRV: 43

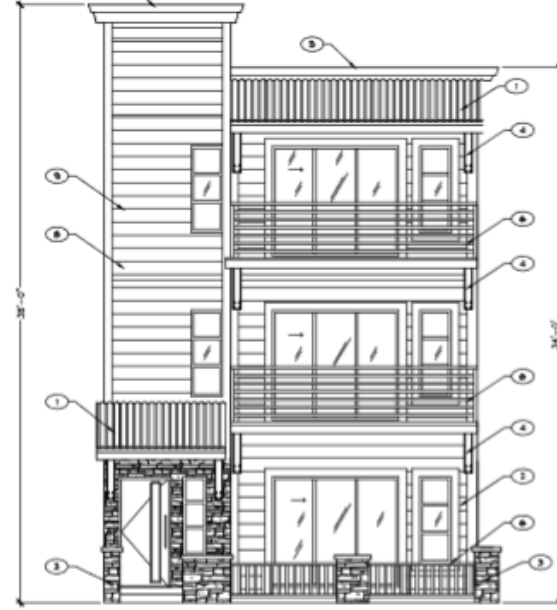


4 SOUTH ELEVATION (18' Wide Unit)
SCALE: 1/4" = 1'-0"

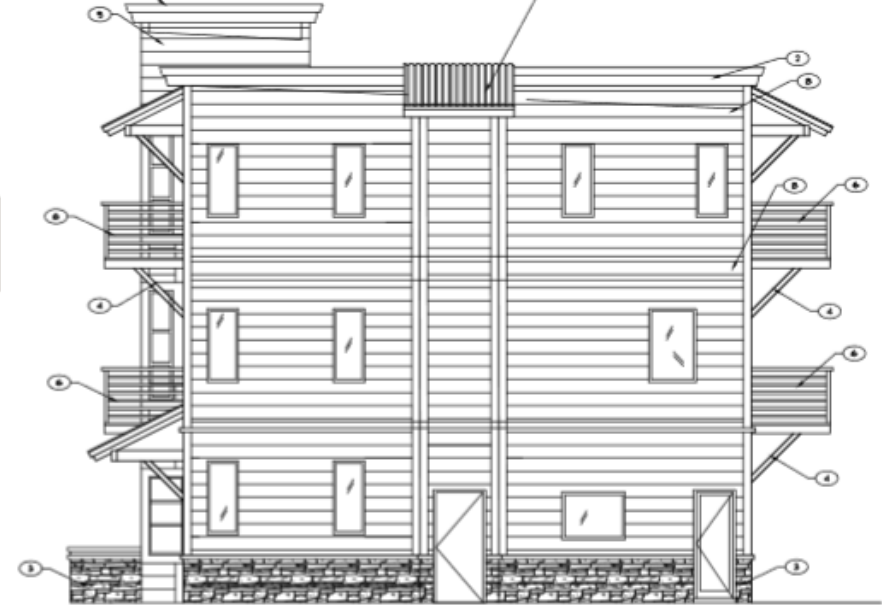
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1 of 4

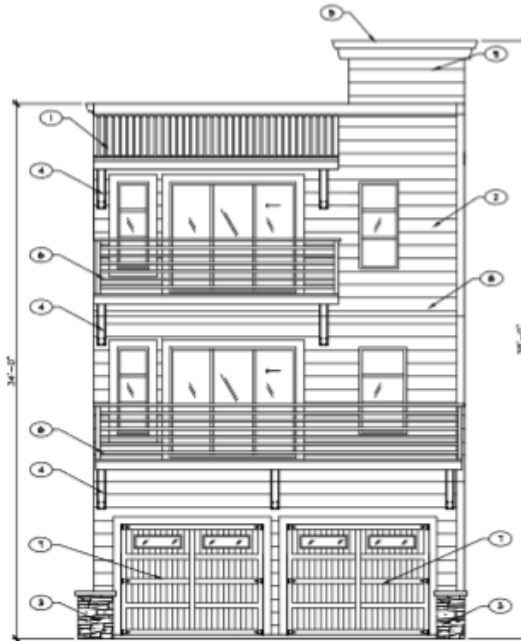
Building Elevations (for reference only)



① FRONT ELEVATION (24' Wide Unit)
SCALE: 1/4" = 1'-0"



② NORTH ELEVATION (24' Wide Unit)
SCALE: 1/4" = 1'-0"

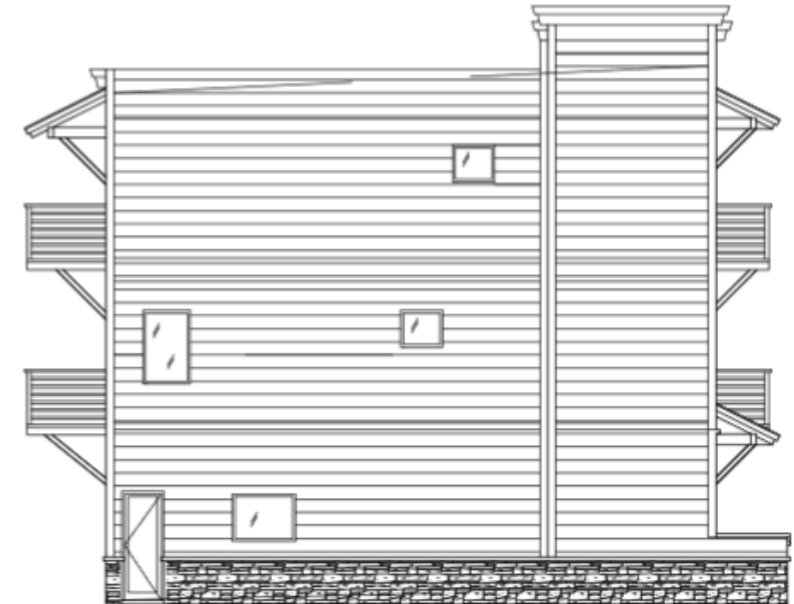


③ REAR ELEVATION (24' Wide Unit)
SCALE: 1/4" = 1'-0"

NOTE:
HEIGHT OF TOWER IS 38'-0".
30% OF 34' = 42'-0".
TOWER DOES NOT EXCEED 30% OF MAX
HEIGHT.

KEY NOTES:

- ① CORRUGATED RUSTED METAL ROOF
- ② 1/2" HIGH HORIZONTAL HARDSHED SIDING
SHERMAN ULLIARD'S PAPERLESS SIDE SU 4008
- ③ STONE MANSOOTTING (TAN COLOR)
- ④ RUSTED METAL BRACINGS
- ⑤ 17/8" TRIM ON 2"x12" FASCIA
- ⑥ METAL RAILING
- ⑦ RUSTED METAL GARAGE DOORS
- ⑧ 1/2" HIGH HORIZONTAL HARDSHED SIDING TRIM
SHERMAN ULLIARD'S PAPERLESS SU 1074
- ⑨ 1/2" HIGH HORIZONTAL HARDSHED SIDING
SHERMAN ULLIARD'S STARCHES SU 938



④ SOUTH ELEVATION (24' Wide Unit)
SCALE: 1/4" = 1'-0"



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Required Finding #1



Meets Zoning Code (Title 10) Standards

- **T4N.1 Transect Zone, Townhouse Building, Stoop Frontage**
 - Meets requirements for height, setbacks, form, materials, etc.
- **Pedestrian and Bicycle Circulation Systems**
 - Pedestrian access from Beaver St.
- **Parking and Automobile Access**
 - Minimum parking required and provided: 14 spaces (cars), 2 spaces (bikes)
 - Access to site alley west of the site
- **Landscaping**
 - Final plan will be approved with Civil Engineering Plans
 - Development will meet requirements for 8 trees, 16 shrubs, 16 groundcovers



Required Finding #2

Meets Engineering Standards (Title 13)

- **Development Engineering:** No edge improvements (sidewalk, parkway) required (2018 Capital Project installed new sidewalk)
 - Plat will dedicate 7' Public Non-Motorized and Government Access Easement next to Beaver St. to allow for sidewalk/parkway in the future
- **Traffic Impact Analysis:** not required (anticipated traffic counts did not meet TIA threshold)
- **Water/Sewer Impact Analysis:** not required (creating < 10 new units)
- **Stormwater:** Low Impact Development (LID) waived because creating < 5,000 sq. ft. of new impervious surface



Required Finding #3: Subdivisions Standards (Title 11)



Meets Subdivision and Land Split Regulations (Chapter 11-20)

- Preliminary Plat procedures, application requirements
- Minimum Required Subdivision Improvements
 - Identified in public systems analyses in previous slide
- Subdivision Standards and Regulations
 - Dedicating new 7' waterline easements (WE)



Findings and Recommendation

Required Findings

- Staff and Planning and Zoning Commission have found **the Preliminary Plat meets the requirements** of:
 - City Code Title 10, Flagstaff Zoning Code
 - City Code Title 11, General Plans and Subdivisions
 - City Code Title 13, Engineering Design Standards & Specifications

Staff Recommendation

- Staff recommends, based on the required findings and the Planning and Zoning Commission recommendation of approval, the **City Council approve the Preliminary Plat**

PLANNING AND DEVELOPMENT SERVICES STAFF REPORT

PRELIMINARY PLAT

PZ-17-00187-04

DATE: August 31, 2021
MEETING DATE: October 13, 2021
REPORT BY: Genevieve Pearthree

REQUEST:

Hunt Beaver, LLC requests Preliminary Plat approval for Beaver Street Condominiums (case number: PZ-17-00187-04). The subdivision consists of eight (8) residential condominium units located at 613 North Beaver Street. The condominium plat is on 0.33 acres and will develop under the T4N.1 (Transect) Zone.

STAFF RECOMMENDATION:

Staff recommends the Planning and Zoning Commission, in accordance with the findings presented in this report, forward the Preliminary Plat to the City Council with a recommendation for approval.

PRESENT LAND USE:

The site is currently vacant.

PROPOSED LAND USE:

Beaver Street Condominiums is a residential condominium subdivision development that consists of eight (8) dwelling units located on 0.33 acres. The site also contains the required surface and garage parking, and landscaping.

NEIGHBORHOOD DEVELOPMENT:

See the attached vicinity map.

North: Single family and duplex developments (Community Commercial—CC Zone)
East: Beaver St.; single tenant commercial developments across the street (CC Zone)
South: Multi-tenant commercial building (CC Zone)
West: Alley; commercial developments across the alley on Humphreys St. (CC Zone)

REQUIRED FINDINGS:

The Planning and Zoning Commission shall find the proposed Preliminary Plat meets the requirements of the City Code Title 10, Flagstaff Zoning Code; City Code Title 11, General Plans and Subdivisions; and City Code Title 13, Engineering Design Standards and Specifications.

STAFF REVIEW:

I. Project Information

A. Background

The project consists of two (2) 3-story buildings in the T4N.1 (Transect) Zone. The total square footage of both buildings is 17,076 sq. ft. City Staff approved the Site Plan for the development (PZ-17-00187-01) on March 16, 2020. Civil Plans were approved on April 15, 2021. Building permits were approved on June 16, 2021. The applicant has also received permits for Grading, Right of Way, Public Improvements, and Outdoor Lighting. Site Plan approval, and approval of associated plans and permits, was based on conformance with all relevant City Development Standards, as discussed in Section C, below.

The project will develop according to the standards for the T4N.1 (Transect) Zone, the Townhouse Building Type (10-50.110.130), and the Stoop (10-50.120.090) Private Frontage Type. There are eight (8) residential units (four [4]

units per building). All units have three (3) bedrooms and 4 (4) bathrooms. Six (6) of the units are 1,980 sq. ft.; the remaining two (2) units are 2,598 sq. ft.

B. Type of Plat

This application is for a condominium plat, which takes a multi-unit complex, such as the subject property, and creates the potential for individually owned units. The Preliminary Plat delineates all the elements affiliated with the individual units. In this case, the units are defined as the airspace within each unit. The vertical boundaries start at the finish floor elevation (FFE) of each unit and extend to the ceiling of that unit. The horizontal boundaries start at the inside of the walls enclosing each unit. Each unit has four (4) decks and one (1) porch/stoop; these elements are being platted as limited common elements. Units 4- 8 also have a driveway for each unit; these driveways are also being platted as limited common elements.

All common areas in the building, including the spaces between walls and floor plates, the mechanical elements, and fire riser rooms, etc. are common elements. All areas outside of the buildings and the limited common elements are also common elements.

II. Required Findings: Conformance with City Development Standards

Staff reviewed and approved the Site Plan, Civil Plans, and Preliminary Plat for this project based on conformance with City Code Title 10, Flagstaff Zoning Code; City Code Title 11, General Plans and Subdivisions; and City Code Title 13, Engineering Design Standards and Specifications.

A. City of Flagstaff Zoning Code

i. T4N.1 Zone, Townhouse Building Type, Stoop Private Frontage Type

The buildings meets the T4N.1 standards for building form and placement, including the following:

- Front setback: 5' minimum; 15' provided
- Side setback: 5' minimum; 8'10" provided
- Rear setback: 15' minimum; 20' provided
- Front Façade Zone: at minimum, 50% of the width of the front façade must be 15' – 30' from the front property line; 100% of the front façade of the front building meets this requirement.
- Maximum height: 45' total, 34' to eave or parapet, 3.5 stories; 38' to tower, 34' to parapet, 3 stories provided
- Lot coverage: maximum 60%; 42% provided

The applicant elected to use the Townhouse Building Type (10-50.110.130), which is permitted in the T4N.1 Zone. The Townhouse Building Type a small to medium-sized attached structure that consists of three or more dwelling units placed side by side. This type is typically located within medium-density neighborhoods or in a location that transitions from a primarily single-family neighborhood into a neighborhood main street. This development meets the Townhouse Building Type standards for width per unit (18' minimum, 36' maximum) the location of pedestrian access (off the main street), parking (spaces may be enclosed, covered, or open), open space (minimum 15% of the lot area [2,130 sq. ft.]; 3,872 sq. ft. are provided), and the requirement for garage doors to be at the back of each building.

The applicant elected to use the Stoop Private Frontage (10-50.120.090), which is allowed on a Townhouse building. The stoops meets relevant dimensions (minimum dimensions for height, width, and depth), door location, etc.

II. Pedestrian and Vehicle Circulation Systems

The project is located in a walkable area, with many amenities located within walking distance (Downtown, Southside, Northern Arizona Healthcare, Bashas, etc.). Access to the residential units is through a stairwell and elevator, both of which are accessible from Beaver St. and from the parking garage.

III. Parking and Automobile Access

Vehicular access is from an alley on the west side of the site. Minimum parking requirements for the T4N.1 Zone are two (2) spaces per residential unit with 2+ bedrooms (2 spaces x 8 units = 16 spaces total). The project received a 10% reduction in required parking spaces because it is within ¼ mile of a transit stop. Thus, the project is providing 14 parking spaces (10 spaces in garages, 4 surface spaces).

The project is required to provide a minimum of two (2) bicycle parking spaces. A condition of Site Plan approval is that these spaces be shown on the civil plans (currently under review). The civil plans show a bike rack (2 bike parking spaces) along the south side of the property next to the drive aisle.

iv. Landscaping

A conceptual landscape plan was approved at Site Plan, showing conformance Section 10-50.60 of the Zoning Code. A Residential Zone Buffer is the only required landscaping category for this project per Table 10-50.60.040.A.: (there are not enough surface parking spaces to trigger parking landscaping requirements). The project is required to provide, and is providing, one (1) tree, two (2) shrubs, and two (2) groundcover plants per unit, for a total of eight (8) trees, 16 shrubs, and 16 groundcovers. See the attached landscaping plan for more information. The final landscape plan will be approved in the Civil Plans review.

B. Title 13: City of Flagstaff Engineering Standards

Staff conducted a public systems analysis as part of Site Plan approval to verify conformance with City Engineering Standards.

i. Traffic/Right-of-Way Impact

The size of the proposed development and anticipated traffic counts did not trigger a Traffic Impact Analysis (TIA) (it is anticipated to generate fewer than 100 peak hour trips), so the requirement for a TIA was waived.

No new edge improvements (sidewalk, curb/gutter, parkway, etc.) are required at this time because a new 5' sidewalk was installed along Beaver Street as part of a City of Flagstaff Capital Project in 2018. However, the applicant has agreed to dedicate a 7' Public Non-Motorized and Government Access Easement along the property next to Beaver Street to allow for frontage improvements (a new sidewalk and parkway) to be installed in the future if needed.

ii. Water and Wastewater Impact

This project did not require a Water and Sewer Impact Analysis (WSIA) because there are fewer than ten new units. Thus, no off-site water or sewer improvements will be required other than those necessary to serve the development. However, there is currently no infrastructure in the ground on the site to support this development, so all on-site sewer and water systems will have to be designed and built.

iii. Water

The developer will need to tie into the existing 10" water line along Beaver Street. It is the developer's responsibility to design and construct all on-site and connecting water infrastructure per the City of Flagstaff Engineering Standards.

iv. Wastewater

The developer will need to tie into the existing 10" sewer main along Beaver Street. It is the developer's responsibility to design and construct all on-site and connecting water infrastructure per the City of Flagstaff Engineering Standards.

v. Stormwater Analysis

A Preliminary Drainage Report was required as part of the Site Plan review. The new development will be providing less than 5,000 sq. ft. of new impervious surface on the site and thus requested a waiver from LID (Low-Impact Development) requirements. This request was granted as part of Site Plan review.

C. Title 11: General Plans and Subdivisions, Chapter 11-20: Subdivision and Land Split Regulations

i. Preliminary Plat

City staff approved the Preliminary Plat based on conformance with the procedures and application requirements outlined in Section 11-20.60: Preliminary Plat.

ii. Subdivision Standards and Regulations

These standards are not applicable to this plat because it is a condominium plat (it is not creating any new lots, streets, alleys, or city blocks).

ii. Minimum Required Subdivision Improvements

Staff review of the Site Plan and Preliminary Plat identified no required improvements to adjacent streets or pedestrian ways, in conformance with Section 11-20.130: Minimum Required Subdivision Improvements.

REQUIRED FINDINGS:

The Planning and Zoning Commission shall find the proposed Preliminary Plat meets the requirements of the City Code Title 10, Flagstaff Zoning Code; City Code Title 11, General Plans and Subdivisions; and City Code Title 13, Engineering Design Standards and Specifications.

Recommendation

Staff recommends the Planning and Zoning Commission, in accordance with the required findings presented in this report, forward the Preliminary Plat to the City Council with a recommendation for approval.

Attachments:

- Application
- Vicinity Map
- Preliminary Plat (3 sheets, 24 x 36")
- Landscape Plan (2 sheets, 24 x 36")
- Utility Notification letters



City of Flagstaff

Community Development Division

211 W. Aspen Ave

P: (928) 213-2618

Flagstaff, AZ 86001

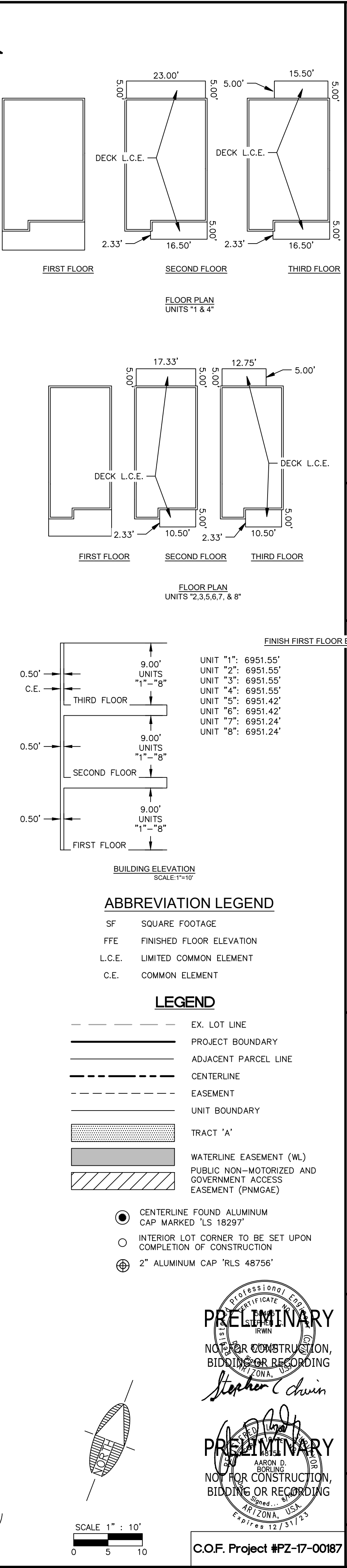
www.flagstaff.az.gov

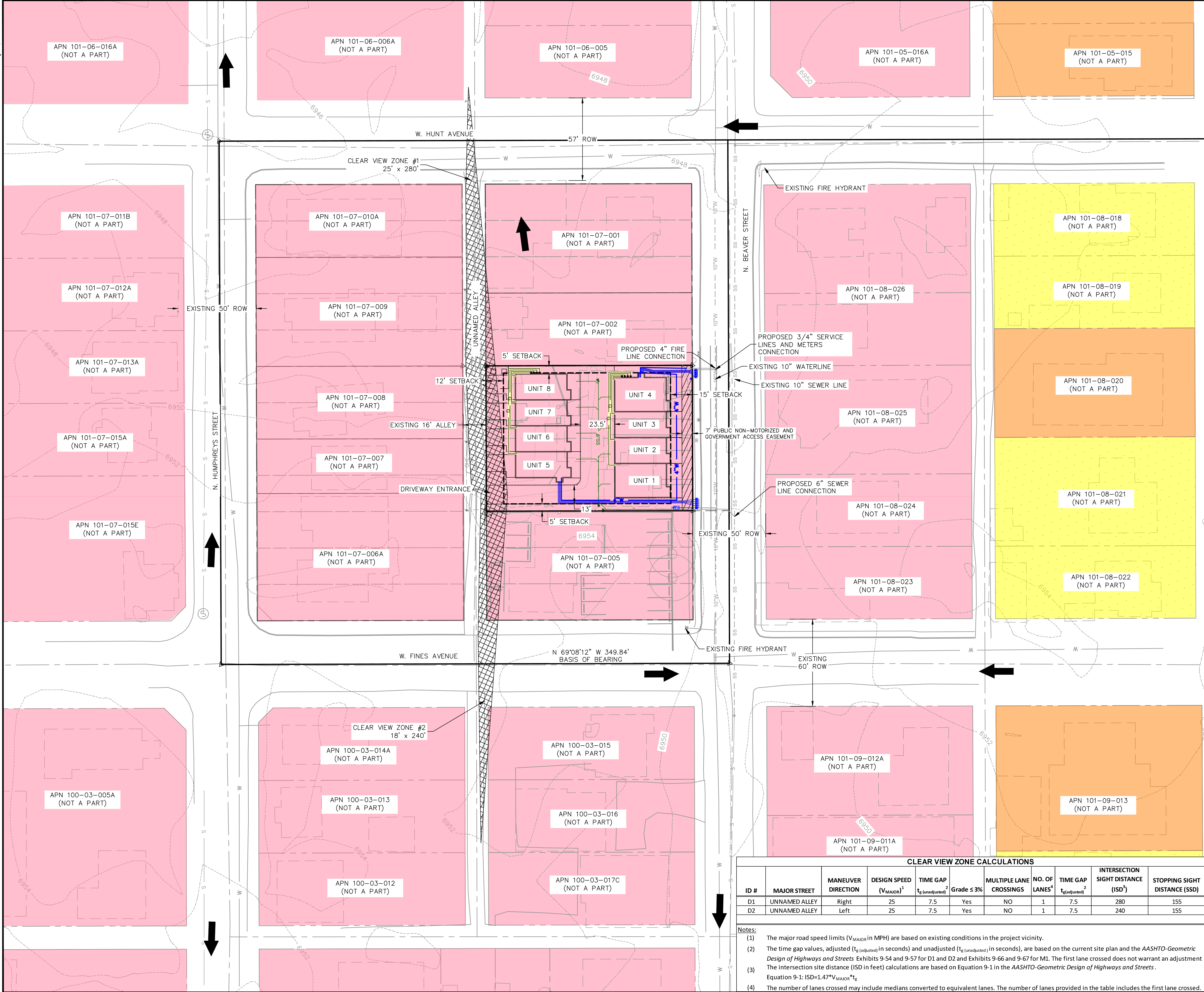
Date Received	Application for Subdivision Review		File Number
Property Owner(s)	HUNT BEAVER LLC		Phone (928) 779-5737
Mailing Address	352 BALBOA CIR.	City, State, Zip CAMARILLO, CA 93012	Email pete@straightlinebuilders.com
Applicant(s)	PETE MUSCARELLA		Phone (928) 779-5737
Mailing Address	P.O. BOX 1812	City, State, Zip FLAGSTAFF, AZ 86001	Email pete@straightlinebuilders.com
Project Representative	STEPHEN IRWIN		Phone (928) 773-0354
Mailing Address	110 W. DALE AVE.	City, State, Zip FLAGSTAFF, AZ 86001	Email sirwin@swiaz.com
Requested Review:	<input type="checkbox"/> Development Master Plan <input type="checkbox"/> Conceptual Plat <input checked="" type="checkbox"/> Preliminary Plat P&Z and Council <input type="checkbox"/> Modified Subdivision <input type="checkbox"/> Preliminary Plat <input type="checkbox"/> Final Plat- Council		

Project Name:		Site Address		Parcel Number	
BEAVER STREET CONDOS		609 & 613 N. BEAVER ST.		101-07-003 & 101-07-004	
Proposed Use		Existing Use		Subdivision, Tract & Lot Number	
CONDOS		UNDEVELOPED		NORTHEAST ADDITION BLOCK 75, LOTS 6, 7, 8, & 9	
Zoning District	CC	Regional Plan Category	URBAN	Flood Zone	X
Size of Site (Sq. ft. or Acres)		AC			
Property Information:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Located in an existing Local/National Historic District? (Name: _____) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Existing structures are over 50 years old at the time of application? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Subject property is undeveloped land?			
Surrounding Uses	North	South	East	West	
(Res, Com, Ind)	Com	Com	Com	Com	
Proposed Use:	Number of Lots	Number of Units	Number of acres per use	Building Square Feet	
	8	8	+/- 0.32 AC TOTAL	2 - 2,700 SF & 6 - 1,600 SF	
Please complete a "Subdivision Review Application" and provide an initialed "Application and Information Checklist" form along with the required number of plans and information as appropriate for a Development Master Plan, Conceptual, Preliminary or Final Plat. Incomplete submittals will not be scheduled.					
Property Owner Signature: (required)		Date:	Applicant Signature:	Date:	
		6/3/2021		6/3/2021	
For City Use					
Date Filed: 6/8/2021		Case Number (s)		PZ-17-00187-04	
P & Z Hearing Date: 10/13/2021		Publication and Posting Date: NA			
Council Hearing Date:		Publication and Posting Date: NA			
Fee Receipt Number: REC-2118710		Amount: \$6,555.00		Date: 6/8/2021	
Action by Planning and Zoning Commission:			Action By City Council:		
<input type="checkbox"/> Approved			<input type="checkbox"/> Approved		
<input type="checkbox"/> Denied			<input type="checkbox"/> Denied		
<input type="checkbox"/> Continued			<input type="checkbox"/> Continued		
Staff Assignments	Planning	Engineering	Fire	Public Works/Utilities	Stormwater

609 and 613 N. Beaver St.







LEGEND

- COMMUNITY COMMERCIAL
- SINGLE-FAMILY RESIDENTIAL NEIGHBORHOOD
- HIGH DENSITY RESIDENTIAL
- DRAINAGE FLOW ARROW

NOTES:
1) SITE DOES NOT INCLUDE ANY NEW FIRE HYDRANTS. ALL EXISTING HYDRANTS ARE SHOWN, AND FIRE LINES LABELED.

PRELIMINARY
NOT FOR CONSTRUCTION,
BIDDING OR RECORDING

PRELIMINARY
NOT FOR CONSTRUCTION,
BIDDING OR RECORDING

SCALE: 1" = 30'

C.O.F. Project #PZ-17-00187

FLAGSTAFF
ARIZONA

BEAVER STREET CONDOS

21134
AUG 21
AS SHOWN
HNS
ONP
AOB

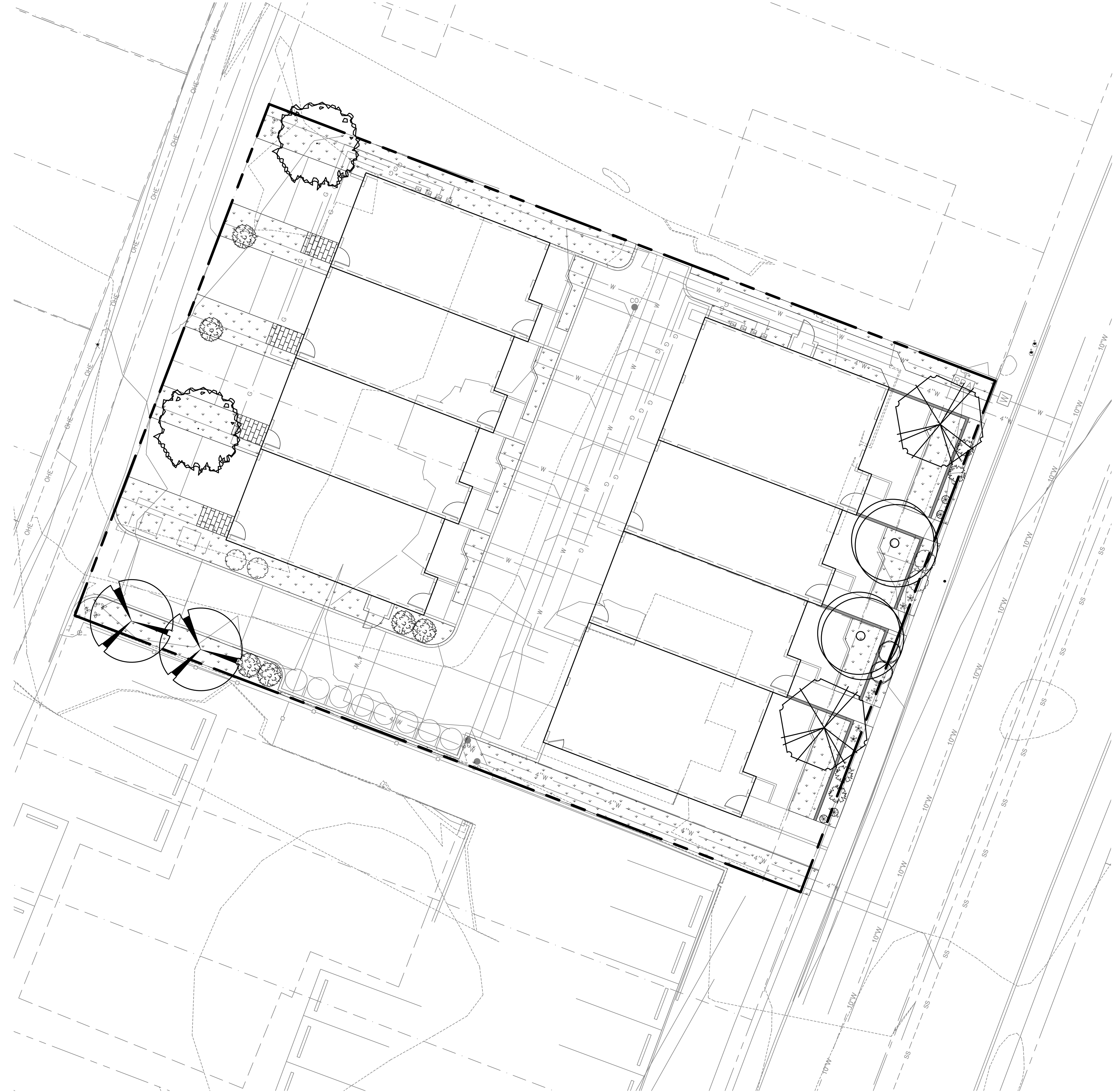
110 W. Dole Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swi.biz.com

SWI
Shephard Wesnitzer, Inc.

REVISIONS
NO. DESCRIPTION DATE BY

DRAWING NO.
PP02

SHT NO. OF
3 3



Date	Revisions	By



Zoning Code Landscape Requirements

Area	Lenght or Qty.	Total Trees Required	Total Shrubs Required	Total Groundcover Required
Residential Zone Buffer	1 Tree / Dwelling Unit 2 Shrubs/Groundcovers per Tree	8 Units = 8 Trees 8 Trees Provided	2 per Tree = 16 Shrubs 16 Shrubs Provided	2 per Tree = 16 Groundcovers 16 Groundcovers Provided
Plant Totals Required/Provided		8 Trees Required 0 Existing Trees 8 Trees Provided	16 Shrubs Required 16 Shrubs Provided	16 Groundcovers Required 16 Groundcovers Provided

Plant List

QTY.	SYMBOL	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS	SPACING	Mature Height, Spread and Remarks
TREES						
02		Acer ginnala	Amur Maple	25 Gallon, Multi-trunk	A.S.	15' Tall & 15' Wide, Naturalized
02		Acer x freemanii	Freeman Maple	2" Caliper, Single Trunk	A.S.	40' Tall & 20' Wide, Naturalized
02		Fraxinus pennsylvanica 'Patmore'	Patmore Ash	25 Gallon	A.S.	20' Tall & 15' Wide, Native
02		Prunus virginiana	Chokecherry	25 Gallon	A.S.	20' Tall & 15' Wide, Native
SHRUBS						
04		Buddleia davidii	Butterfly Bush	5 Gallon	A.S.	4' Tall & 4' Wide, Naturalized
02		Caryopteris x clandonensis	Blue Mist Spirea	5 Gallon	A.S.	3' Tall & 3' Wide, Naturalized
06		Chamaebatiaria millefolium	Fernbush	5 Gallon	A.S.	6' Tall & 5' Wide, Native
04		Prunus besseyi	Western Sand Cherry	5 Gallon	A.S.	3' Tall & 3' Wide, Native
GROUNDCOVERS						
06		Achillea millefolium var. occidentalis	Western Yarrow	1 Gallon	A.S.	12" tall , Native
06		Nepeta faassenii	Catmint	1 Gallon	A.S.	14" tall , Naturalized
04		Penstemon pinifolius	Pineleaf Penstemon	1 Gallon	A.S.	36" tall , Native

Landscape Materials, Quantities and Remarks

QTY.	SYMBOL	Description
		Open Space
		2' tall CMU wall
		Walkway to alley unit

General Notes

* All newly planted ground covers, shrubs, and trees to receive drip irrigation from an automatic drip irrigation system with backflow prevention and rain sensor.

Note: No hydrozones, turf areas, or other oasis areas are proposed.

Grading notes

- The grades and contours shown are to the finish grade of the project. The finish grade is to the top of the final landscaping. For all mulch and soil amendments to be installed, the contractor is required to verify that the top of the ground cover matches grades on the plans.

Section 13-06-007-0004 Landscaping Notes

Adjacent site improvements, pavement construction, irrigation installation and finish grading shall be completed prior to planting work. Do not plant when conditions are not suitable for digging, mixing, raking and/or grading. Planting needs to occur during the months that irrigation systems are in operation. Therefore, planting may occur between April 1 and September 30.

A. Tree and Shrub Installation

- Soil excavated from the planting pit shall be typically considered acceptable as backfill material for planting.
- All containers shall be removed prior to plant installation in a manner that does not disturb the potted soil or root ball.
- Set the root ball on six (6) inches of firm planting soil, plumb and in the center of the pit with the root ball crown slightly above the same elevation as adjacent finished landscape grades. Remove any wire, twine, burlap, or other material from the upper one third of the root ball of balled and burlapped stock. Wire baskets and synthetic burlap shall be completely removed after the root ball has been placed in its final location.
- Once plant is set, place backfill material around base and sides of root ball and work each layer to settle backfill and eliminate voids. When backfilling is 2/3 complete, water thoroughly. Place the remainder of the backfill and repeat watering until no more is absorbed. Place the final layer of backfill and water.
- All deciduous trees shall be wrapped from the ground line up to and including the first primary crotch formed by the first major branch. Wrapping shall be done after the plant has been installed.
- Two to three inches of specified mulch shall be placed in the area disturbed by excavation of the planting well.

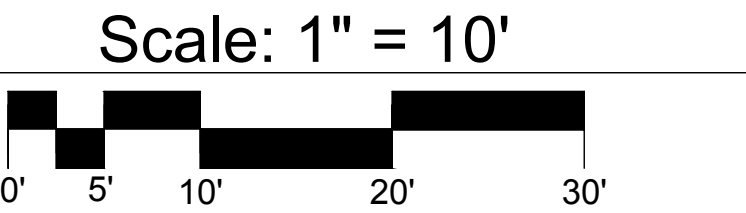
B. Groundcover Installation

- Prior to planting activities, completely remove existing weeds, including roots. Immediately prior to installation, cultivate groundcover areas to a depth of six (6) inches and grade smoothly and uniformly. Plant groundcover so the root crown is at or slightly above the bed's finish grade. After planting of groundcover and prior to mulching, spread pre-emergent weed control over planting bed soil surface per manufacturer's written directions. Install the specified mulch to a depth of two (2) inches over the entire groundcover bed.

C. Landscape Completion

- Prune dead or damaged branches, making all cuts at branch collar. Maintain the natural habit, shape and specified size. Remove all tags, labels, and other material.

Landscape Plan



Copyright
The following drawings are instruments of service to the Landscape Architect. They are not products of design. All ideas, designs, arrangements, and plans indicated or represented by this drawing are owned by and the property of the designer, and were created, evolved, and developed for use on and in connection with the specified project. None of such ideas, designs, arrangements, or plans shall be used by or disclosed to any person, firm, or corporation for any purpose whatsoever without the written permission of the designer.

By signing these plans, the designer of the landscaping plans confirms that these grading plans have been reviewed, is aware of the scope of the project, and has identified and addressed any potential conflicts between the grading and landscaping plans.

Landscape Designer

Date

By signing these plans, the designer of the grading plans confirms that these landscaping plans have been reviewed, is aware of the scope of the project, and has identified and addressed any potential conflicts between the grading and landscaping plans.

Engineer/Designer

Date



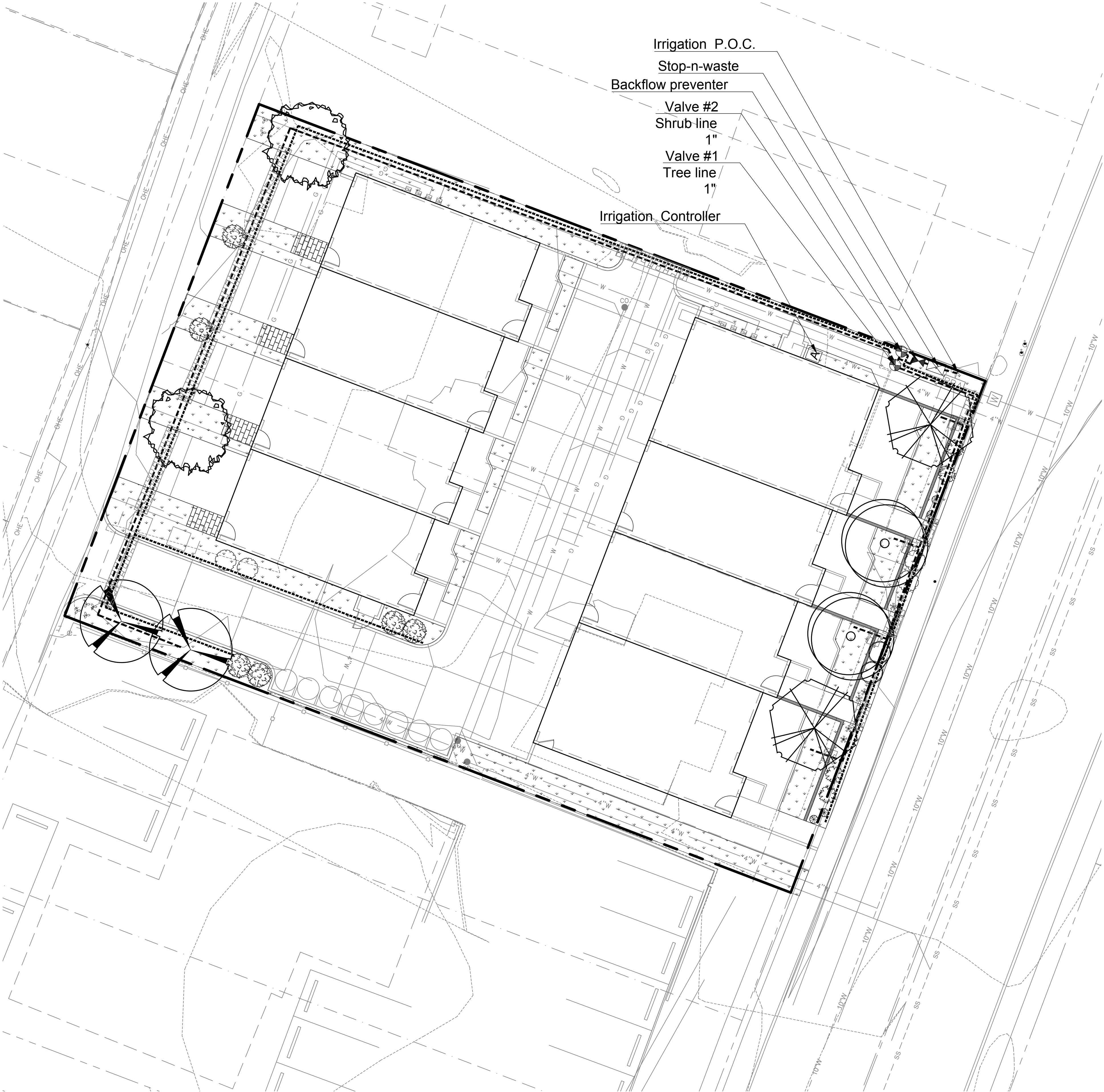
Beaver Street Condos
Landscape Plan APN #10107003 & 10107004
609 North Beaver Street Flagstaff, AZ 86001

Job No.	Beaver Condos
Drawn By	DB
Checked By	DB/CL
Approved By	DB
Drawing Date	05-10-19
Submittal Dates	05-20-19
Resubmittal Dates	03-05-20

COF Project No. PZ-17-00187

LA 1

Date	Revisions	By
00-00-00	xxxx	XX



Irrigation P.O.C.
Stop-n-waste
Backflow preventer
Valve #2
Shrub line
1"
Valve #1
Tree line
1"
Irrigation Controller

Irrigation Schedule

SYMBOL	DESCRIPTION
	Irrigation Controller/Timer - Hunter ICC-8 with Rain Sensor
	Stop'N Waste Drain for Winter Drain Down
	3/4" Backflow Preventer Febco 825Y or approved equal with insulated cover
	1" Sch 40 PVC Mainline - Bury 18" Deep
	Sch 40 PVC Sleeves - 2x the pipe size minimum
	1" Control Valve - Hunter PGV Valve with Wye Strainer, Pressure Regulator, and 1" Bronze Isolation Ball Valve
	PVC Lateral Lines - refer to pipe sizing chart
	Flush End Cap Assembly at the of each PVC line
	Tree/Shrub/Groundcover Emitters are not shown graphically - Bowsmith ML 210/220 or Bowsmith SL 210/220

Emitter Schedule

Plant Material	Emitters/Plant	Multi/Single	# of Outlets	GPH/Outlet
Trees	1	M	6	2
Shrubs	2	M/S	2	2
Groundcovers	2	M/S	2	1

General Notes

- Contractor shall review these plans thoroughly, make a detailed site visit, and shall immediately bring any inconsistency, site layout problems, or any other request for clarification to the architect for resolution prior to the delivery of any bid. Failure to do so shall cause the Contractor to be ineligible for extras relating to such matters.
- Irrigation point of connection (P.O.C.) to be a new water meter located as shown on the irrigation plans. Water meter provided by others.
- Pipe layout is diagrammatic. Install pipe beyond obstacles, avoid existing trees, and in landscape areas.
- Coordinate irrigation work with planting plans to avoid conflicting location between piping and planting pits.
- Use common trenching whenever possible and avoid trenching under tree driplines.
- Place all vales in approved 12" or jumbo underground valve box i.e. Carson or equal. Drip control valves to be equipped with a pressure regulator and wye strainer as specified on legend.
- Poly line is to be used as lateral feeders with barbed drip emitters as shown and directed in emitter chart.
- Use manual end flush valves in a 6" pit box as shown on the irrigation plans.
- Irrigation controller to be mounted on the side of the building near the backflow and valves or as directed by owner. Irrigation control wire to be #14 direct burial with one spare wire included. Install rain sensor per manufacturer's recommendations.

Pipe Sizing

Pipe Size	Max GPM
2"	50
1.5"	30
1-1/4"	22
1"	12
3/4"	8
1/2"	4

Beaver Street Condos

Landscape Plan APN #10107003 & 10107004
609 North Beaver Street Flagstaff, AZ 86001

Job No. Beaver Condos
Drawn By DB
Checked By DB/CL
Approved By DB
Drawing Date 05-10-19
Submittal Dates 05-20-19

Resubmittal Dates 03-05-20

COF Project No. PZ-17-00187

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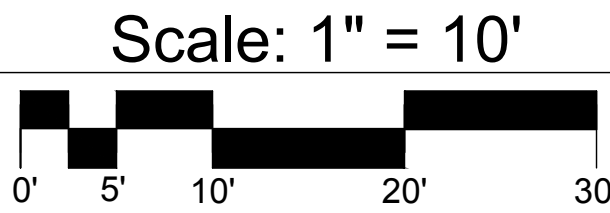
Landscape Designer _____ Date _____

By signing these plans, the designer of the grading plans confirms that these landscaping plans have been reviewed, is aware of the scope of the project, and has identified and addressed any potential conflicts between the grading and landscaping plans.

Engineer/Designer _____ Date _____



Irrigation Plan



January 22, 2021

Job #15066

PROJECT: **BEAVER/HUNT CONDOS**

UTILITY CONFLICT LETTER

TO: Altice USA

Sanford Yazzie
1601 S Plaza Way
Flagstaff, AZ 86001

FROM: Shephard Wesnitzer Inc.

Cassandra Pham: cpham@swiaz.com
110 W Dale Ave
Flagstaff, AZ 86001

In conformance with the City of Flagstaff development process, we have enclosed the Civil Construction Plans for the Beaver Street Condos Project prepared by Shephard-Wesnitzer. The site is located north of the intersection of North Beaver Street and West Fine Avenue.

Please provide any comments and return them to us as soon as possible. Please also provide maps of any existing Altice USA utilities in the vicinity of the site for coordination purposes. Thank you for taking the time to complete, sign, date, and return this document. Your transmittal may be by mail or email as indicated on the bottom of this page.

☒ APPROVED WITHOUT COMMENT
☐ APPROVED WITH COMMENT, AS FOLLOWS
☐ ACKNOWLEDGED, APPROVAL NOT REQUIRED, COMMENTS AS FOLLOWS

SIGNED: Sanford Yazzie

TITLE: Sr. Construction Supervisor

AGENCY: Suddenlink/Altice

DATE: 03-08-2021

January 22, 2021

Job #15066

PROJECT: **BEAVER/HUNT CONDOS**

UTILITY CONFLICT LETTER

TO: APS

Ryan Wiesner
2200 E. Huntington
Flagstaff, AZ 86004

FROM: Shephard Wesnitzer Inc.

Cassandra Pham: cpham@swiaz.com
110 W Dale Ave
Flagstaff, AZ 86001

In conformance with the City of Flagstaff development process, we have enclosed the Civil Construction Plans for the Beaver Street Condos Project prepared by Shephard-Wesnitzer. The site is located north of the intersection of North Beaver Street and West Fine Avenue.

Please provide any comments and return them to us as soon as possible. Please also provide maps of any existing APS utilities in the vicinity of the site for coordination purposes. Thank you for taking the time to complete, sign, date, and return this document. Your transmittal may be by mail or email as indicated on the bottom of this page.

☐ APPROVED WITHOUT COMMENT

☒ APPROVED WITH COMMENT, AS FOLLOWS

☐ ACKNOWLEDGED, APPROVAL NOT REQUIRED, COMMENTS AS FOLLOWS

~~Please see attached~~

SIGNED Ryan Wiesner

TITLE Customer Project Manager

AGENCY: APS

DATE: 2-2-21

Date: 2/2/2021



To: Cassandra Pham

Regarding: Beaver / Hunt Condos

To whom it may concern,

Thank you for contacting us with your preliminary plans and drawings. We have reviewed your paper work and have found:

APS has existing facilities in this area. Remember to always bluestake prior to any digging. Please allow for adequate design time (1-16 weeks) from APS in the event that our facilities need to be relocated, removed, or we find we have to add to our system.

Please note that this response does not act as a Project Initiation Request. You will need to contact an APS Customer Project Manager directly when you are ready to initiate your project.

Thank you for your time and patience,



Ryan Wiesner

Customer Project Manager,
Flagstaff Construction

2200 E. Huntington Dr. Flagstaff, AZ 86004
928-773-6447

Ryan.Wiesner@APS.com

* Our ESRM can be found at aps.com, by searching ESRM in the search bar.



CenturyLink™ Conflict Memorandum

Date: January 29, 2021

To: Cassandra Pham (Shephard Wesnitzer, Inc.)
cpham@swiaz.com

From: Kevin Wagner, Terra Technologies LLC

Subject: CenturyLink™ – Conflict Memo – Project No. 15066 – Beaver Street Condos, Flagstaff

Terra Technologies is in receipt of the plans and a letter dated January 22, 2021. Below you will see an overview of CenturyLink™ facilities within the project limits, and a brief project overview along with comments regarding any CenturyLink™ facilities with respect to the proposed project.

Inventory of CenturyLink™ Facilities

CenturyLink™ has facilities within the project limits. Terra Technologies anticipates that due to the site improvements that the CenturyLink™ facilities (ducts, aerial cable) may be impacted. Plan markups have been attached showing approximate locations of CenturyLink™ facilities.

Project Overview

The design intent of this project appears to be developing a vacant parcel of land into a residential condo unit.

Facility Locations and Impacts

Plans have been reviewed for conflicts with CenturyLink™ facilities based on NDS mapping which show a general location of utility locations. Neither Terra Technologies LLC nor CenturyLink™ makes any representation regarding the completeness or accuracy of vertical and horizontal utility information used to determine conflicts or no conflicts.

Based on CenturyLink™ mapping and the construction drawings provided there appear to be **potential conflicts**:

1. Beaver St – Sheet IP01 – Potential conflict with ducts and proposed water lines (2 locations). Protect in place. Contractor to adjust water lines as necessary to avoid conflict, maintaining 12" vertical separation.



CenturyLink™ Conflict Memorandum

2. Beaver St – Sheet IP01 – Potential conflict with ducts and proposed sewer service line. Protect in place. Contractor to adjust sewer service line as necessary to avoid conflict, maintaining 12" vertical separation.

Utility conflicts with this private development project will be 100% reimbursable. Payment for design and mitigation of conflicts is to be coordinated prior to work commencing.

In accordance with state law, Blue Staking for location of CenturyLink™ facilities must be completed prior to any construction. When crossing CenturyLink™ facilities you will be required to pothole to determine depth and maintain a minimum of 12 inch vertical and horizontal separation from facilities.

Pursuant to state law, support and protection is required for all CenturyLink™ facilities during construction.

Should the Contractor locate or expose an unknown CenturyLink™ facility, please contact CenturyLink™ as soon as possible.

In the event CenturyLink™ facilities need to be removed/relocated, some or all cost may be at the expense of the sponsoring agency.

If you have any questions or concerns regarding this review feel free to contact me immediately, either by phone or email at the number/address provided below. The contractor is also responsible for contacting CenturyLink™ prior to construction around the CenturyLink™ facilities.



CenturyLink™ Conflict Memorandum

Notification List

Terra Technologies LLC Kevin Wagner, Project Manager kwagner@terratechllc.net 815-245-9640	Terra Technologies LLC Jason Jensen, P.E. jjensen@terratechllc.net 801-735-2464
CenturyLink™ (Engineer II) Manny Hernandez Manuel.Hernandez4@centurylink.com Work: 928-779-4935	CenturyLink™ (SR Account Mgr – BDP/MDU) Wendy Lofton Wendy.Lofton@centurylink.com Work: 602-403-4052
CenturyLink™ (SR Account Mgr – BDP/MDU-GF) John West John.West1@centurylink.com Work: 480-423-4737	



Shephard Wesnitzer, Inc.
Engineering an environment of excellence

110 West Dale Avenue
Flagstaff, AZ 86001

928.773.0354
928.774.8923

www.swiaz.com

Engineering an environment of excellence.

January 22, 2021

Job #15066

PROJECT: **BEAVER/HUNT**

UTILITY CONFLICT LETTER

TO: Unisource

Martin Conboy
2901 W Shamrell Blvd #110
Flagstaff, AZ 86001

FROM: Shephard Wesnitzer Inc.

Cassandra Pham: cpham@swiaz.com
110 W Dale Ave
Flagstaff, AZ 86001

In conformance with the City of Flagstaff development process, we have enclosed the Civil Construction Plans for the Beaver Street Condos Project prepared by Shephard-Wesnitzer. The site is located north of the intersection of North Beaver Street and West Fine Avenue.

Please provide any comments and return them to us as soon as possible. Please also provide maps of any existing Unisource Energy Services utilities in the vicinity of the site for coordination purposes. Thank you for taking the time to complete, sign, date, and return this document. Your transmittal may be by mail or email as indicated on the bottom of this page.

____ APPROVED WITHOUT COMMENT

____ APPROVED WITH COMMENT, AS FOLLOWS

____ ACKNOWLEDGED, APPROVAL NOT REQUIRED, COMMENTS AS FOLLOWS

In reviewing the construction plans, the only comments we have are that the two existing service risers that fed 609 &
613 N Beaver Street will need to be abandoned, and removed, then and a new service line must be installed to feed
the two meter manifolds called out on the plans. These removals and installs can be scheduled through our
Construction Department, by contacting either Planner listed below.

Blake Berner, (928) 525-8135 office, (928) 300-0005 cell, bberner@uesaz.com

Gilbert Davis, (928) 525-8145 office, (928) 814-2101 cell, gdavis1@uesaz.com

SIGNED: Martin Conboy

TITLE: Gas Engineering Supervisor

AGENCY: UNS Gas, Inc.

DATE: January 25, 2021

110 W. Dale Ave.
Flagstaff, AZ 86001

Phone #: 928-773-0354

Email: cpham@swiaz.com



Work Request No. FL-TM-167

SUBJECT: AGREEMENT TO PAY for work performed at:

TASK NUMBER: DF0380R

PROJECT ADDRESS: 609-613 N BEAVER ST

UniSource Gas will proceed with the work and services described below for which you, as the responsible and/or requesting party, will be billed the cost of labor, material, and equipment by way of an invoice. **Payment will be due upon receipt of the invoice.**

The scope of the work and services is beyond the normal utility service provided by UNS Gas. Any dispute arising under this Agreement shall first be submitted to the Arizona Corporation Commission's Utilities Division for resolution. This constitutes the entire agreement between the parties, whether written or verbal. **By signing this form, you agree to pay all actual costs for the work performed.**

PERSON TO BE BILLED:

NAME: _____

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

OFFICE PHONE NO.: _____

CELL PHONE NO.: _____

DESCRIPTION OF THE WORK BEING PERFORMED:

ABANDON BOTH GAS SERVICE LINES AT THE EDGE OF ALLEYWAY EASEMENT. NEW GAS

SERVICE TO BE INSTALLED FOR METER MANIFOLD AT A LATER DATE.

ESTIMATED DATE WORK WILL BE PERFORMED:

Signature of Person Requesting Work

BLAKE BERNER

Name of UNS Gas Contact

1459 E BUTLER AVE. FLAGSTAFF, AZ 86001

Office Address

Today's Date

928-300-0005

Phone Number of UNS Gas Contact

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, City Clerk
Date: 10/27/2021
Meeting Date: 11/02/2021



TITLE:

Consideration and Possible Action: Un-suspend Rule 5.01 of the City of Flagstaff City Council Rules of Procedure.

STAFF RECOMMENDED ACTION:

Un-suspend Rule 5.01 of the City of Flagstaff City Council Rules of Procedure.

Executive Summary:

On April 7, 2020 the City Council voted to suspend Rule 5.01 of the City of Flagstaff City Council Rules of Procedure due to the COVID-19 pandemic. Rule 5.01 governs the order of business on agendas for regular meetings of City Council. The suspension allowed for flexibility in meeting times and agenda order during the time when council meetings were being conducted in a fully virtual setting.

In August 2021, the City Council resumed in-person council meetings using a hybrid format that allows for participation both physically and virtually. The City Council has also given direction to staff to amend the Rules of Procedure to incorporate a number of changes related to meeting times and agenda order. As such, staff recommends that the Council un-suspend Rule 5.01 now that meetings have returned to a normal environment and allow the newly adopted Rules of Procedure to come into effect.

Financial Impact:

None.

Policy Impact:

None.

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

None.

Previous Council Decision on This:

April 7, 2020 Council voted to suspend Rule 5.01 of the City Council Rules of Procedure due to the COVID-19 pandemic.

October 26, 2021 Council gave direction to staff on changes to the Rules of Procedure and to bring forward an official action to un-suspend the Rules and enact the new Rules.

Options and Alternatives:

Temporarily suspend Rule 5.01 due to COVID-19 pandemic allowing City Council and staff flexibility in managing the agendas for meetings of City Council.

Maintain application of Rule 5.01 as is.

Community Benefits and Considerations:

Promotion of proper physical distancing to slow the spread of COVID-19.

Community Involvement:

The community will continue to have the opportunity to participate in meetings of the City Council under the temporary format in place during the COVID-19 pandemic. Members of the public can still submit public participation items for any issues not on the agenda, or public comments on items that are on the agenda. Comments should be emailed to: publiccomment@flagstaffaz.gov and those comments will be read aloud City Council during the meetings.

Attachments:

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, City Clerk
Date: 10/26/2021
Meeting Date: 11/02/2021



TITLE:

Consideration and Possible Adoption: City Council Rules of Procedure

STAFF RECOMMENDED ACTION:

Approve the City Council Rules of Procedure dated November 2, 2021.

Executive Summary:

As changes are made or procedures require clarification, City Council will periodically make amendments to the City Council Rules of Procedure. Proposed amendments related to meeting times, order of business, and a Land Acknowledgement were discussed by the City Council at their Work Session of October 26, 2021, and those changes are reflected in the attached document.

Financial Impact:

None.

Policy Impact:

None.

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

High Performing Governance
Inclusive & Engaged Community

Previous Council Decision on This:

The City Council discussed the proposed changes at their Work Session of October 26, 2021.

Background/History:

Below is a recap of the proposed amendments:

- Section 3.01 Regular Meetings
 - Change the start time of regular meetings to 3:00 p.m.
 - Eliminate the recess and 5:00 p.m. meeting to create a single continuous meeting
- Section 3.03 Work Sessions and Agenda Review
 - Change the start time of work session meetings to 3:00 p.m.
- Section 3.04 - Executive Sessions
 - Change start time to 1:00 p.m. to accommodate the time change of regular meetings and

work sessions.

- Section 5.01 Regular Meeting Agenda
 - Change the start time to 3:00 p.m.
 - Eliminate the recess and 5:00 p.m. meeting to create a single continuous meeting
 - Add the reading of the Land Acknowledgement
 - Adjust the order of business to have more informational items at the start of the meeting
 - Add a public participation section at the end of the meeting
- Section 5.02 Work Session Agenda
 - Change the start time to 3:00 p.m.
 - Add the reading of the Land Acknowledgement
- Addition of Section 11.08 Land Acknowledgement Statement
 - Verbiage of the Land Acknowledgement

Attachments: Amended Rules of Procedure



FLAGSTAFF CITY COUNCIL RULES OF PROCEDURE

~~APRIL 6~~NOVEMBER 2, 2021

RULES OF PROCEDURE
for the
FLAGSTAFF CITY COUNCIL

Rule 1
GENERAL RULES

[Flagstaff City Charter Art. II, §14]

1.01 Rules of Procedure; Journal

The Council shall determine its own rules and orders of business and shall provide for keeping a record of its proceedings. The record of proceedings shall be open to public inspection.

1.02 Written Rules, Order of Business, and Procedure

These Rules of Procedure of the Council shall be available to all interested citizens.

Rule 2
CODE OF CONDUCT & CONFLICTS OF INTEREST

2.01 Code of Conduct

City Councilmembers occupy positions of public trust. All actions and business transactions of such officials dealing in any manner with public funds shall be in compliance with all laws or ordinances establishing a code of conduct for public officials or pertaining to conflicts of interest of public officials or employees.

2.02 Participation and Voting Bar [A.R.S. §38-503]

Any Councilmember prohibited from participating or voting on any matter before the City by the state conflict of interest laws shall make known such conflict on the record of any meeting where the item is discussed, and shall not enter into discussion, debate, or vote on such matter.

Rule 3
COUNCIL MEETINGS

[Flagstaff City Charter Art. II, §12 and 13]

3.01 Regular Meetings

The City Council shall hold regular meetings at 3:00 p.m. on the first and third Tuesday of January, February, March, April, May, June, September, October, November, and December, and on the first Tuesday of July and third or fourth Tuesday of August unless a majority of the Council decides to postpone or cancel such meeting. No change shall be made in regular meeting times or place without a published seven day notice.

~~Regular meetings shall consist of a 3:00 p.m. and 5:00 p.m. meeting. The 3:00 p.m. portion of the meeting will include Approval of Minutes, Appointments, Liquor License Hearings, Consent Items, Routine Items, and Legislative Updates. At the agenda review work session one week prior to the regular Council Meeting, the City Council may direct that any of the agenda items be moved to the 3:00 p.m. or 5:00 p.m. portion of the meeting. At the 3:00 p.m. meeting, the Council may vote to defer any item on that portion of the agenda to the 5:00 p.m. meeting.~~

~~The 5:00 p.m. meeting is intended for items of specific interest to the community or items that may require extended discussions, as well as advertised public hearings. The agenda shall include carryover items from the 3:00 p.m. meeting, public hearings, regular agenda items, and discussion items.~~

If the day fixed for any regular meeting of the Council falls upon a day which the City observes as a legal holiday, the meeting may be cancelled or held at a time and date designated by the Council. All regular meetings of the Council shall be held in the City Hall Council Chambers. No change shall be made in regular meeting times without a published seven-day notice. However, the Mayor or City Manager may change the Council meeting location to adjust to a specific need for additional space required to accommodate a large citizen turnout, upon giving the public notice of such change pursuant to notice requirements. All regular meetings of the Council shall be open to the public.

3.02 Special Meetings

Special meetings may be called by the City Manager, three or more members of the Council, or by the Mayor. The Council may hold any other meetings it deems necessary at such times and locations as it determines appropriate under the circumstances for the purposes of addressing specific issues, specific neighborhood's concerns, strategic planning, budgeting, or for any other purpose allowed by law, so long as notice of such meeting has been given in accordance with the Arizona Open Meeting Law. The City Clerk shall prepare written notice of special sessions, stating time, place, and agenda; this notice shall be given personally, or by telephone, to each member of the Council, the City Manager, and the City Attorney, and shall be posted no later than twenty-four hours in advance of the special meeting. If an emergency requires an earlier meeting of the Council than allowed by this rule, Rule 3.05 pertaining to emergency meetings shall be followed.

3.03 Work Sessions and Agenda Review

Work sessions are public meetings held for the following purposes: (1) briefing Councilmembers on items included on the Council's regular meeting agenda, (2) discussion of long range plans and programs for which no immediate action is required, (3) detailed discussion of matters which may soon be placed on a regular meeting agenda, and (4) exchange of information between the staff and Council. No formal vote shall be taken on any matter under discussion, nor shall any Councilmember enter into a commitment with another respecting a vote to be taken subsequently in a public meeting of the Council, providing that nothing herein shall prevent the Council from giving staff direction on any matter under discussion. Any formal action, however, must be scheduled for Council action at a regular or special Council meeting.

The City Council may hold work sessions every second and fourth Tuesday of each month at 3:00 p.m. ~~6:00 p.m.~~ When there are five Tuesdays in a month, work sessions will be

held on the second and fifth Tuesdays, and the fourth Tuesday will be available for holding a work session, either at City Hall or throughout the community. No meetings will be held on the last Tuesday of December, unless otherwise agreed to by a majority of the Council.

The work session held the Tuesday prior to a regular Council meeting shall include a review of the action items on the next week's regular Council agenda. In the agenda review, the Council may discuss items on the next week's agenda and give direction to the City Manager as to additional information needed. Public comment need not be taken, but may be accepted, at the discretion of the Chair.

No work sessions will be held during the summer break unless called as a special meeting as provided in Section 3.02 of these Rules.

3.04 Executive Sessions [A.R.S. §38-431.03]

The Council may meet in, or recess into, executive session for all purposes allowed by law. The City Manager shall schedule any such meetings on the second and fourth Tuesdays at ~~1:00 p.m. 4:00 p.m.~~, or earlier as the need arises, prior to work sessions, but an executive session may be scheduled at any other time where circumstances require more immediate action. When there are five Tuesdays in a month, executive sessions shall be held on the second and fifth Tuesday at ~~1:00 p.m. 4:00 p.m.~~, or earlier, as needed. An executive session may be convened at a special meeting called for that purpose on a majority vote of the members of the Council, or during a regular meeting, special session, or work session of the Council for legal advice on matters on a meeting's properly noticed agenda. Attendance at the executive session shall be limited to members of the City Council, the City Manager and City Attorney or their designees, and appropriate City staff or consultants to the City as the Council may invite or as may be required for advice or information. No formal vote involving final action shall be taken on any matter under discussion while in an executive session, except the Council may instruct its attorneys and representatives as allowed by law.

3.05 Emergency Meetings [A.R.S. §38-431.02]

In case of an actual emergency, the Council may hold a meeting, including an executive session, upon such notice as is appropriate to the circumstances, but shall post a public notice within twenty-four hours declaring that an emergency session has been held, and setting forth the agenda of specific items discussed, considered, or decided.

3.06 Minutes of Meetings [A.R.S. §38-431.01]

Except as otherwise provided by state law, there shall be minutes of all Council meetings. Such minutes shall include, but need not be limited to: (1) the date, time, and place of the meeting; (2) the members of the City Council recorded as either present or absent; (3) a general description of the matters considered; (4) an accurate description of all legal actions proposed, discussed, or taken, and the names of members who propose each motion; and (5) the name of persons, as given, making statements or presenting material to the Council and a reference to the legal action about which they made statements or presented material. Minutes of all meetings, except executive sessions, shall be open to public inspection.

Rule 4
THE COUNCIL AGENDA

4.01 Procedures for Preparation of Council Agendas

All reports, communications, ordinances and resolutions, contracts or other documents, or other matters to be submitted to the Council as part of the Council meeting agenda packet shall be available to the Council, along with a staff summary by the Friday preceding the agenda review work session for the draft agenda and by the Friday preceding the regular meeting for the regular agenda. The City Manager shall review items submitted for timeliness and completeness of information.

Those items which are approved for the Council agenda by the City Manager shall be placed on the agenda in accordance with the order prescribed in Rule 5. Copies of the agenda and any background material shall be disseminated to the Mayor and the City Council in the manner prescribed by the Council; to the City Manager, the Deputy City Managers, the City Attorney, and the City Clerk; and shall be made available to the public on the Friday preceding the Council meeting at which the agenda will be reviewed.

Should a Councilmember wish to share information regarding an item on an agenda other than under the F.A.I.R. process, copies may be distributed on the dais.

The agenda shall be made public in advance of the meeting by posting on the regular public posting board at City Hall and on the City's website. Such action shall be taken concurrently with the furnishing of the agenda to the City Council.

4.02 Future Agenda Item Requests (F.A.I.R.)

The City Manager shall consider any request by a Councilmember to include an item on the Future Agenda Item Request (FAIR) portion of the agenda. A Councilmember may submit an item for consideration in a public meeting during To/From and the City Manager may place it in a queue with other Council requests to be placed on an agenda.

The requesting Councilmember must be present through each step of the F.A.I.R. process to provide information and solicit the support for their item. Should scheduling conflicts arise the requesting Councilmember must contact the City Manager and ask that the item be rescheduled.

In the event that there are remaining F.A.I.R. items from an outgoing Councilmember the items will be placed on a separate list to seek a current Councilmember sponsor. If after 30 days from the last day of their term no Councilmember comes forward to sponsor the item, it will be removed from the queue.

Once the item is placed on an agenda under F.A.I.R.:

- a) If three or more Councilmembers agree, it is placed in the Discussion Queue for future meetings in chronological order. (Shown on working calendar as a discussion item)
- b) Should a Councilmember wish to move the item to the front of the Discussion Queue, a separate and secondary request must be made. Should a minimum of four Councilmembers agree to such request, the item will be placed at the front of

the Discussion Queue and Items previously placed on future agendas for discussion will be shifted accordingly.

- c) Should a Councilmember wish to change the order of the items in the Discussion Queue, a request must be made by a Councilmember as to the preferred priority order. Should a minimum of four Councilmembers agree to such a request, the order shall be revised accordingly.

Once an item has been considered under the F.A.I.R. process and placed on a future agenda for discussion, staff time in preparing for such item is limited to eight hours or less. Once direction is given by a majority of the Council, further staff time may be expended. (Show on the Working Calendar as a Regular Item.)

4.03 Removal of a F.A.I.R. Item

A Councilmember who has previously requested a F.A.I.R. item may have it removed up until the time it appears on the agenda as a F.A.I.R. item. No other Councilmember is permitted to remove an item. If an item is removed prior to it appearing on an agenda, the City Manager will notify the Council of its removal at the next Council Meeting. If another Councilmember wants to retain the item, it shall retain its then-current place in the queue. Once on the agenda, the request to remove must be made during a public meeting.

Once it has been placed on the agenda as a F.A.I.R. item, and there are three or more Councilmembers who support moving it to a future agenda for discussion, an item may not be removed until it has been placed back on the agenda as a F.A.I.R. item to be Removed. Should there be no objection from Councilmembers, the item will be removed as a F.A.I.R. item. If at least three other Councilmembers wish to keep it on the F.A.I.R. list, it will be placed on a future agenda as outlined in Section 4.02(a) above.

Rule 5 ORDER OF BUSINESS

5.01 Regular Meeting Agenda

The agenda for regular meetings of the City Council shall follow the following order:

3:00 P.M. MEETING

Call to Order

Roll Call

Pledge of Allegiance and Reading of the Mission Statement and Land Acknowledgement

Approval of Minutes of Previous Meetings

Public Participation

Proclamations and Recognitions

Council Liaison Reports

City Manager Update

Legislative Updates (as needed)

Appointments

Liquor License Public Hearings

Consent Items

Routine Items*

~~Legislative Updates (as needed)~~

~~Recess~~

~~5:00 P.M. MEETING~~

~~Reconvene Regular Meeting~~

~~Roll Call~~

~~Pledge of Allegiance~~

~~Public Participation~~

~~Carryover Items from 3:00 p.m. portion of Meeting~~

Public Hearing Items

Regular Agenda

Discussion Items

~~Council Liaison Reports~~

Future Agenda Item Request (FAIR)

Public Participation

Informational Items and Reports to/from Council and Staff, and Requests for Future Agenda Items

Adjournment

**Routine Items include those agenda items that are common, reoccurring, have been discussed at length in prior Council meetings, or are expected to have little to no public participation. They may include resolutions or ordinances.*

Consent Agenda items may be considered and acted upon by one motion, unless a Councilmember specifically requests that a consent item be considered and voted on separately. If related to a public hearing item on the agenda, ordinances or resolutions shall be placed under Public Hearings. Items requested for consideration and discussion by a Councilmember and placed in the Future Agenda Item Request Section need not have a staff summary or staff review, but the requesting Councilmember may specify in a memorandum what discussion, action, or options are proposed. There will be no discussion of issues raised during public participation, information items and reports, or requests for future agenda items. The City Clerk shall enter into the minutes all consent items approved with one motion, and shall record separately action taken on those items considered separately.

5.02 Work Session Agenda

The agenda for Work Sessions of the City Council shall follow the following order:

Call to Order

Pledge of Allegiance and Reading of the Mission Statement and Land Acknowledgement

Roll Call

Public Participation

Review of Draft Agenda for next Council Meeting

Legislative Updates (as needed)

Work Session Topics

Public Participation

Informational Items and Reports to/from Council and Staff, and Requests for Future Agenda Items

Adjournment

Rule 6
PRESIDING OFFICER

[Flagstaff City Charter Art. II, §7 and §8]

6.01 Mayor as Chair

The Mayor, or in his or her absence, the Vice Mayor, shall be the Chair for all meetings of the Council.

6.02 Temporary Chair

In case of the absence of the Mayor and the Vice Mayor, the City Clerk shall call the Council to order. If a quorum is found to be present, the Council shall proceed to elect, by a majority of those present, a Chair for the meeting.

6.03 Selection of Vice Mayor

The candidate with the highest number of votes in the most recent general candidate election shall be appointed Vice Mayor until the next general candidate election. If for whatever reason the Vice Mayor cannot fulfill their term the position will be transferred to the candidate with the next highest number of votes in the most recent general candidate election.

Rule 7
MEETING DECORUM AND ORDER

7.01 Decorum and Order among Councilmembers

The Chair shall preserve decorum and decide all questions of order, subject to appeal to the Council. During Council meetings, Councilmembers shall preserve order and decorum and shall not delay or interrupt the proceedings or refuse to obey the order of the Chair or the Rules of the Council. Every Councilmember desiring to speak shall address the Chair, and upon recognition by the Chair, shall confine himself or herself to the question under debate and shall avoid all personal attacks and indecorous language. A Councilmember once recognized shall not be interrupted while speaking unless called to order by the Chair or unless a point of order is raised by another Councilmember. If a Councilmember is called to order while he or she is speaking, he or she shall cease speaking immediately until the question of order is determined. If ruled to be out of order, he or she shall remain silent or shall alter his or her remarks so as to comply with the Rules of the Council. Councilmembers shall confine their questions to the particular issues before the Council. If the Chair fails to act, any member may move to require him or her to enforce the Rules and the affirmative vote of the majority of the Council shall require the Chair to act.

If Council discussion of a matter exceeds one hour, each Councilmember shall limit their subsequent remarks to three minutes.

7.02 Decorum and Order among City Staff

The Chair shall have the authority to preserve decorum in meetings as far as the audience, staff members, and city employees are concerned. The City Manager shall also be responsible for the orderly conduct and decorum of all City employees under the City Manager's direction and control. Any remarks shall be addressed to the Chair and to any or all members of the Council. No staff member, other than the staff member having the floor, shall enter into any discussion either directly or indirectly without permission of the Chair.

7.03 Decorum and Order among Citizen Participants

Citizens attending Council meetings should observe the same rules of propriety, decorum, and good conduct applicable to members of the Council. Any person causing a disturbance of the peace and good order during a Council meeting, may be removed from the room if so directed by the Chair, and such person may be barred from further audience before the Council. Unauthorized remarks from the audience, stamping of feet, whistles, yells, and similar demonstrations shall not be permitted by the Chair, if such actions cause a disturbance of the peace and good order the Chair may direct the Sergeant-at-Arms to remove such offenders from the room. Should the Chair fail to act, any member of the Council may move to require the Chair to enforce the Rules, and the affirmative vote of the majority of the Council shall require the Chair to act. Political campaigning is prohibited. Any member of the public desiring to address the Council on any agenda item shall be recognized by the Chair shall state his or her name and city of residence in an audible tone for the record, and shall limit his or her remarks to the questions under discussion. Any remarks shall be addressed to the Chair and to any or all members of the Council.

Rule 8

RIGHT OF APPEAL FROM THE CHAIR

8.01 Process for Appeal

Any Councilmember may appeal to the Council from a ruling of the Chair. If the appeal is seconded, the member making the appeal may briefly state his or her reason for the same, and the Chair may briefly explain the Chair's ruling. There shall be no debate on the appeal, and no other member shall participate in the discussion. The Chair shall then put the question, "Shall the decision of the Chair be sustained?" If a majority of the members present vote "aye", the ruling of the Chair is sustained; otherwise, it is overruled.

Rule 9

PUBLIC PARTICIPATION IN COUNCIL DISCUSSIONS

9.01 Non-Public Hearing Discussions

Any person wishing to speak on any matter on the agenda before the Council, or during Public Participation, shall fill out a comment card and submit that card to the recording clerk, who will deliver the card to the Chair. Citizens are allowed to address the Council a maximum of three times throughout the meeting, including comments made during Public Participation. Other than Public Participation, comments shall be limited to the business at hand. The Chair shall limit the period of speaking to a reasonable period of time of no more than three minutes per person (exceptions listed below); a speaker may address the Council with the speaker's own statements and the statements of other persons within the set time limit. The person desiring to speak shall limit his or her remarks to the matter under discussion and shall address his or her remarks to the Chair. Speakers may not cede any portion of their allotted time to another speaker.

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. The ten persons must be listed on the speaker card and be present at the time the comment is given. The persons will be requested to identify themselves by standing and those included in the group are precluded from making comments on the same topic but may participate in any other agenda topics up to the limit addressed in Section 7.03.

Any person wishing to speak with the assistance of a translator shall designate such on the speaker card and be permitted to speak up to five minutes.

9.02 Public Hearings

- A. In the case of a public hearing, the Chair shall announce prior to such hearing the total time limit, if any, to be allowed for public debate, depending upon the circumstances and public attendance. The Chair shall also announce the time limits for each individual speaker (normally no more than three minutes), and that no speaker may be heard more than once.
- B. Any person wishing to speak with the assistance of a translator shall designate such on the speaker card and be permitted to speak up to five minutes.
- C. 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. The ten persons must be listed on the speaker card and be present at the time the comment is given. The persons will be requested to identify themselves by standing and those included in the group are precluded from making comments on the same topic but may participate in any other agenda topics up to the limit addressed in Section 7.03.
- D. Speakers may not cede any portion of their allotted time to another speaker.
- E. The order of presentation and time limits shall be as follows:
 - 1. Staff presentation (ten-minute time limit, except with specific Council permission to exceed this limit).
 - 2. Applicant presentation, only upon applicant's specific request (up to ten minutes, except with specific Council permission to exceed this limit).
 - 3. Council's questions to staff and applicant.

4. Public comment (three minutes for individual speakers, up to fifteen minutes for a representative of ten or more persons present at the meeting who have contributed their time to the representative), The ten persons will be requested to identify themselves by standing and those included in the group are precluded from making comments on the same topic, but may participate in any other agenda items up to the limit addressed in Section 7
 5. Applicant's response, only upon applicant's specific request (5 minutes),
 6. Staff's response (5 minutes),
 7. Council deliberation and questions to staff and applicant.
- F. This rule will not preclude questions from members of the Council to the speaker where it is deemed necessary for purposes of clarification or understanding, but not for purposes of debate or argument.

Rule 10

RULES GOVERNING MOTIONS BY THE COUNCIL

10.01 Motion to be Stated by the Chair - Withdrawal

When a motion is made and seconded, it shall be so stated by the Chair before debate commences. A motion may not be withdrawn by the mover without the consent of the member seconding it.

10.02 Motion to Suspend Rules

Suspension of these Rules requires a majority consent of the Councilmembers present. A motion to suspend may not be made while another motion is pending unless it directly applies to the pending motion. Suspension of the Rules may not be appropriate in the context of a Public Hearing.

10.03 Motion to Change Order of Agenda

The Chair may, at his or her discretion, or shall, upon the majority vote of Councilmembers present, change the order of the agenda. However, caution should be given to not changing the order to circumvent the Open Meeting Law.

10.04 Motion to Table

A motion to table is used to delay discussion on an item until later in the meeting or until the next meeting. Neither the motion to table nor other business can be discussed, until a vote has been taken on the motion. If the motion is successful, no further discussion can be had without a motion to take off the table. To take a motion off the table at the same or immediately succeeding meeting, a motion and second must be made to take the item off the table, and it must pass by majority vote.

If not revived by the adjournment of the immediately succeeding meeting, the matter is considered to be dead.

10.05 Motion to Postpone

A motion to postpone is in order when an item is rescheduled to a time certain, when it is delayed with conditions, or when the matter is intended to be disposed of without action. If the motion prevails, the item shall return for Council action at the meeting specified or in accordance with the conditions established in the postponement. A motion to postpone may be debated prior to vote, but no other motion, including a motion to amend, may be offered until the vote is taken and only if the motion to postpone fails.

A motion to postpone indefinitely, if it receives a majority vote, effectively extinguishes an item.

10.06 Motion to Divide the Question

If the question contains two or more divisionable propositions, the Chair may, and upon request of a member shall, divide the same.

10.07 Motion to Amend

On a motion to amend or “strike out and insert”, the motion shall be made so that the intent of the amendment is clear to the Council and public, and for the record.

The Council may materially amend an ordinance after the first read of that ordinance and proceed immediately to the second read and adoption. In other words, it is not necessary to proceed as though it is a new ordinance after a material change.

10.08 Motion to Amend an Amendment

A motion to amend an amendment shall be in order, but one to amend an amendment to an amendment shall not be introduced. An amendment modifying the intention of a motion shall be in order, but an amendment relating to a different matter shall not be in order.

10.09 Motion to Reconsider

After the decision on any question, any member who voted with the majority may move for a reconsideration of any action at the same meeting or at the next regular meeting that occurs at least one week after the date the action was taken. In the event of a tie vote on a motion, any Councilmember may move for reconsideration at the next regular meeting of the City Council that occurs at least one week after the date the action was taken, but not thereafter. To ensure that the matter will be included on the posted agenda in conformance with the Open Meeting Law, any Councilmember who wishes to have a decision reconsidered must alert the city clerk in writing at least five (5) days, exclusive of Saturdays, Sundays, and intermediate holidays, prior to the meeting at which the motion to reconsider will be made, unless the motion to reconsider was made and seconded at a Council meeting. A motion to reconsider shall require the affirmative vote of the majority of the members present at the time of reconsideration. After a motion for reconsideration has once been acted on, no other motion for reconsideration of the same subject shall be made without unanimous consent of all Councilmembers.

After the reconsideration time period has expired, the same matter may be placed on a later Council meeting agenda under Future Agenda Item Request at the request of any Councilmember. It shall require agreement by Councilmembers during Future Agenda

Item Request to be placed on a future agenda as an action item. If the matter is considered for formal action on a future meeting, the motion for or against taking an action need not be made by a member of the prevailing vote.

10.10 Motion for Roll Call Vote

Any Councilmember may request a roll call vote, or the Chair may ask for a roll call vote for purposes of clarifying a vote for the record. The roll may be called for yeas and nays upon any questions before the Council. Unless allowed by the Chair, it shall be out of order for members to explain their vote during the roll call, or to engage in additional debate or discussion on the subject after the vote is taken.

Rule 11

MISCELLANEOUS PROVISIONS

11.01 Prior Approval by Administrative Staff

Except as to matters requested by individual Councilmembers under the Future Agenda Item Request Section of the agenda, all ordinances, resolutions and contract documents shall, before presentation to the Council, have been approved as to form and legality by the City Attorney or his or her authorized representative, and shall have been examined for practicality by the City Manager or his or her authorized representative.

11.02 Placement of Items on Agendas for Council Action

Pursuant to Council direction received during any Council meeting, the City Manager may present ordinances, resolutions, and other matters or subjects to the Council, and any Councilmember may assume sponsorship thereof by moving that such ordinances, resolutions, matters or subjects be adopted. In addition, ordinances, resolutions and other matters or subjects requiring action by the Council may be introduced and sponsored by a member of the Council through the Future Agenda Item Request process described in Rule 4.01.

11.03 No New Agenda Items after 9:30 p.m. except by Majority Vote

No new agenda items shall begin after 9:30 p.m. unless approved by majority vote of the City Council. If, however, discussion on an item commences prior to 9:30 p.m., the Council may continue its deliberation or move to postpone that item. Agenda items on a Council agenda not considered will be placed on the immediately succeeding Regular or Special Council meeting.

11.04 Robert's Rules

Robert's Rules of Order, latest edition, shall serve as a guideline for interpretation of and supplementation for these Rules in all cases to which they are applicable, provided they are not in conflict with these Rules or with the Charter of the City of Flagstaff or the laws of the State of Arizona. The interpretation of these Rules and Robert's Rules shall be guided by the principles underlying Parliamentary law, that is, a careful balance of the

rights of individuals and minority subgroups of the council with the will of the majority. In no case shall the strict application of a rule or procedure be interpreted to deny any individual or minority the right to participate in a debate, discussion, or vote, nor shall these rules be interpreted in such a way so as to defeat the will of the majority of the whole of the Council.

11.05 Citizen Petitions [Flagstaff City Charter Art. II, §17]

A citizen or a group of citizens may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City of Flagstaff in a form prescribed by ordinance, who shall present it to the Council at its next regular meeting. The Council must act on the petition within 31 days of the City Manager's presentation. Citizen petitions will first be placed on the agenda under Future Agenda Item Request to determine if there is Council interest in placing the item on a future agenda for consideration. Failure to give such direction shall constitute "action" for purposes of this section.

11.06 Video Streaming, Recording, and Photography

For City Council safety and other security purposes, audio/video streaming, audio/video recording, photography, or similar activities are not permitted on the City Council side of the lectern counter. Such activities are permitted *only* on the public side of the lectern counter so long as they do not obstruct the view of the public in City Council Chambers and the view of the City's official internet live streaming viewers. In the event the City Council meets anywhere outside of City Council Chambers, this same rule shall apply, and no such activities will be permitted on the City Council side of the lectern. This rule does not apply to the City's official internet streaming and any audio/visual equipment for the same, and also does not apply to body cameras used by law enforcement officers.

11.07 Meetings with State, Federal, and Tribal Delegation and Lobbying Trips

At least two members of Council must be in attendance at any meetings with State, Federal, or Tribal representatives where any city, state, federal, or tribal business is discussed. When the City Council participates in state or federal lobbying trips, the Mayor, or Councilmember designee, will accompany two other councilmembers and optionally staff on each trip. The councilmembers chosen to attend will be determined by an established rotation to ensure equal opportunity to participate and represent the City in this capacity. The Council reserves the right to select a councilmember outside the rotation by a three-fourth (super-majority) vote of the Council.

11.08 Land Acknowledgement Statement

The following statement shall be read, as prescribed by Sections 5.01 and 5.02, at the beginning of each meeting of the Flagstaff City Council:

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.

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Stacey Brechler-Knaggs, Grants and Contracts Manager
Date: 10/27/2021
Meeting Date: 11/02/2021



TITLE:

Consideration and Adoption of Resolution No. 2021-48: A resolution approving the designation of an applicant agent and authorizing the agent to apply for and sign on behalf of the City of Flagstaff for the receipt of funds from the Arizona Division of Emergency Management and Military Affairs Public Assistance Program.

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2021-48 by title only
- 2) City Clerk reads Resolution No. 2021-48 by title only (if approved above)
- 3) Adopt Resolution No. 2021-48

Executive Summary:

Designate Applicant Agent for the Arizona Department of Emergency Management and Military Affairs Public Assistance Program.

- Designate Stacey Brechler-Knaggs, Grants & Contracts Manager/Disaster Recovery as the Applicant Agent

Financial Impact:

When a disaster occurs, the City of Flagstaff is to respond, recover from the impact, and mitigate future damages. The Federal Emergency Management Administration (FEMA) and the Arizona Division of Emergency Management and Military Affairs (ADEMA) provide recovery funding through its Public Assistance Program. The program provides assistance for Debris Removal, Emergency Protective Measures, Roads and Bridges, Water Control Facilities, Buildings and Equipment, Utilities, and Parks, Recreational Facilities and Other Items.

The Public Assistance Program provides for a Federal declaration, 75% Federal Share, 15% State Share, and 10% City Share and for a State declaration, 75% State Share and 25% City Share.

Policy Impact:

None

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

High Performing Governance - Enhance the organization's fiscal stability & increase efficiency & effectiveness.

Safe & Healthy Community - Provide public safety services with resources, staff & training responsive to the community's needs.

Regional Plan

Public Safety - Goal PF.3. Provide high-quality emergency response and public safety services including law enforcement, fire, medical, and ambulance transport service.

Has There Been Previous Council Decision on This:

Yes, on November 16, 2010, and December 3, 2019.

Options and Alternatives:

- Approve the Designated Applicant Agent.
- Not Approve the Designated Applicant Agent which will risk emergency funding.

Background/History:

The Public Assistance Program provides support to state agencies and political subdivisions of the State in repairing damaged public infrastructure when recovering from any State-declared disaster. The Governor may proclaim a state of emergency after a political subdivision(s) has passed a resolution stating that an emergency exists within their jurisdiction(s) AND have been able to demonstrate that the incident is above and beyond their capability to recover from without assistance from the State. Through a proclamation, the Governor may provide Public Assistance to the affected Political Subdivision(s) of the state (counties, cities, towns, state agencies). Public Assistance is provided through the Governor's Emergency Fund which is allocated \$4 million dollars annually to cover the costs of emergencies and disasters. Emergency Management's Grant Administration administers this fund. When a disaster is beyond the capability of the State and local governments, the Governor will request federal assistance from FEMA through the President of the United States. The recovery process for a single event is not complete until all work has been completed, inspected, documentation audited and final payment disbursed. Once the recovery process for a single event is complete the declared disaster is terminated.

Key Considerations:

The City of Flagstaff is legally responsible for the performance of emergency services and for the repair of damaged public infrastructure during and following a disaster.

Community Benefits and Considerations:

The Public Assistance Program provides much-needed financial assistance following a disaster to help restore a sense of normalcy to our community.

Community Involvement:

This action is required by the Arizona Department of Emergency Management and Military Affairs.

Attachments: DEMA Applicant Agent Form
 Res. 2021-48

ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

DESIGNATION OF APPLICANT'S AGENT FORM

The intent of this **DESIGNATION** is to appoint an **APPLICANT'S AGENT** for the following:

Select program(s) ☐ Public Assistance ☐ HMA Mitigation Program ☐ SEC Mitigation

Select duration ☐ Until further notice ☐ Only Event _____ ☐ From _____ to _____

Applicant: _____

CERTIFICATION

I, _____, duly appointed and _____ of
(Authorizing Official's Name) (Title)

_____, do hereby certify that the information below is true and correct,
(Applicant)

based on a resolution passed and approved (**attached**) by the _____
(Governing Body)

of _____ on the _____ day of _____,
(Applicant) (day) (month) (year)

_____ has been designated as the Applicant's Agent
(Name of Designated Applicant's Agent)

to act on behalf of _____
(Applicant)

(Authorizing Official's Signature) (Title) (Date)

*This document **MUST** be accompanied by a copy of the Resolution or Meeting Minutes by your governing board which designated the Applicant's Agent.*

Designated Applicant's Agent

Name _____

Title/Official Position _____

Full Mailing Address _____

Email Address _____

Daytime Telephone Number _____ Cell _____
(Please include area code and extension if not a direct number)

For DEMA Use Only

Received By: _____
(Initials & Date)

March 2020

Form #AZ PA 204-4

RESOLUTION NO. 2021-48

**A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING THE
DESIGNATION OF AN APPLICANT AGENT AND PRIMARY POINT OF
CONTACT**

RECITALS:

WHEREAS, the Arizona Department of Emergency and Military Affairs requires the City of Flagstaff to designate and applicant agent for the Recovery Public Assistance Program; and,

WHEREAS, the Public Assistance Program provides support to state agencies and political subdivisions of the State in repairing damaged public infrastructure when recovering from any State declared disaster; and,

WHEREAS, The City of Flagstaff is legally responsible for the performance of emergency services and for the repair of damaged public infrastructure during and following a disaster.

ENACTMENTS:

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

SECTION 1. The Flagstaff Council hereby authorizes the Mayor to execute the Resolution to designate Stacey Brechler-Knaggs, Grants and Contracts Manager/Disaster Recovery as the Applicant Agent.

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 2nd day of November, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, City Clerk
Date: 10/29/2021
Meeting Date: 11/02/2021



TITLE:

Consideration and Approval: Letter of support for Coconino County Board of Supervisors preferred legislative districts map and redistricting procedures moving forward

STAFF RECOMMENDED ACTION:

Approve letter of support and provide direction regarding redistricting procedures moving forward.

Executive Summary:

Staff received a request from a member of Council to draft a letter of support for the Coconino County Board of Supervisors preferred legislative districts map. The letter and preferred map are included as attachments to this agenda packet. If the Council is supportive, staff will send the letter of support and preferred legislative map to the Independent Redistricting Commission. There will also be discussion on redistricting procedures moving forward.

The work of the Independent Redistricting Commission continues as draft maps are being discussed and adjusted. After agreement amongst the Commissioners is reached on the draft congressional and legislative maps, a public review process will begin, likely in early November.

The most current version of the draft maps created by the Independent Redistricting Commission can be found at <https://redistricting-irc-az.hub.arcgis.com/pages/draft-maps>. Legislative and Congressional district maps approved in 2011 can be found at <https://irc.az.gov/maps/2011-maps>

Financial Impact:

N/A

Policy Impact:

N/A

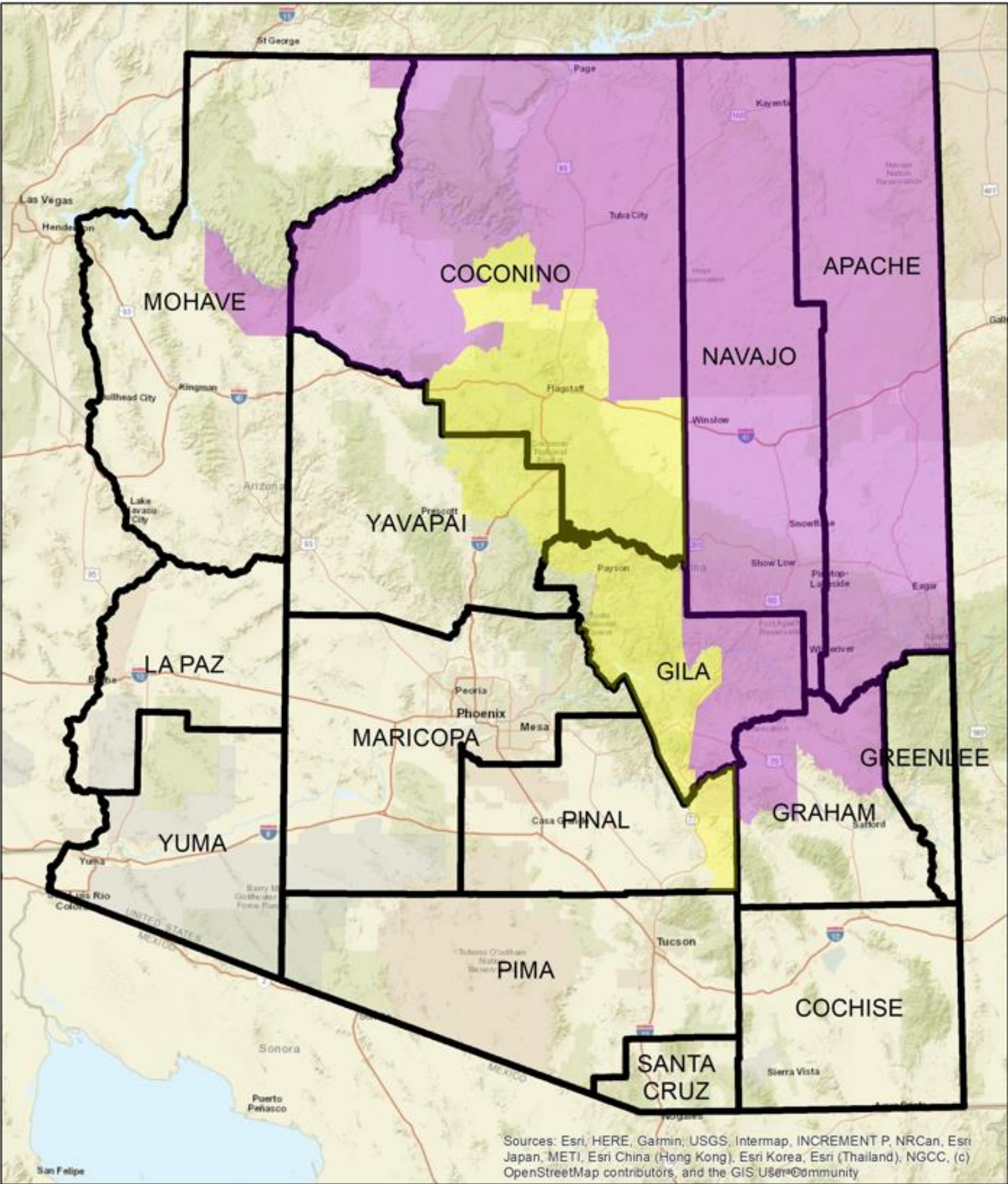
Connection to PBB Key Community Priorities/Objectives & Regional Plan:

High Performing Government

Previous Council Decision on This:

N/A

Attachments: County Legislative Map
 Letter



Proposed Legislative Districts

District 6

District 7

100 Miles



County Precincts and Proposed Legislative Districts Comparison

Coconino County GIS Coconino County Recorder October 2021



CITY OF FLAGSTAFF

FLAGSTAFF CITY COUNCIL

211 West Aspen Avenue, Flagstaff, Arizona 86001

Main Line: 928-213-2000

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

November 2, 2021

Independent Redistricting Commission
1110 W Washington St., Ste 127
Phoenix, AZ 85007

Dear Commissioners,

The Council would like to voice its support for the attached legislative map submitted by the Coconino County Board of Supervisors to the Independent Redistricting Commission (IRC) on October 27, 2021. This preferred legislative map upholds the City of Flagstaff's redistricting values as it keeps the greater Flagstaff area intact and places the City in a district with communities that share similar values, including forest health, watershed protection, and ecotourism, as well as have common resources such as water management and healthcare systems.

As stated in the letter sent to the IRC by the Coconino County Board of Supervisors, legislative districts 6 and 7 in the attached preferred map are competitive in nature and would also allow Native American and Hispanic communities to elect candidates of their choosing. Conversely, the IRC's Legislative District Version 8.0 map features very uncompetitive districts that would not uphold the constitutional mandate of competitiveness.

The Flagstaff City Council thereby urges the Commission to strongly consider revising the northern Arizona portion of the 8.0 map in your future deliberations. Thank you for your tireless efforts to uphold the constitutional requirements of Proposition 106.

Sincerely,

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Shannon Anderson, Deputy City Manager
Date: 10/27/2021
Meeting Date: 11/02/2021



TITLE

Discussion about 2022 Potential Bond Ballot Measures

STAFF RECOMMENDED ACTION:

Staff will seek Council feedback on methods for collecting resident's feedback, desire to add infrastructure-related ballot items for further consideration, any dollar limitations for the bond recommendations, and how Council would like recommendations to be packaged by the Citizen Bond Committee.

EXECUTIVE SUMMARY:

City staff will present information about general obligations bonds, potential bond ballot measures identified during the April Budget, the process and timeline identified for bringing the Citizen Bond Committee's recommended bond ballot measures to City Council, and infrastructure needs for Council's further consideration.

INFORMATION:

City staff will share what general obligation bonds are, how the bond debt is paid for, the history of bond elections and their outcomes, bond capacity, and the tax impact on the resident.

Information will be shared about the process of utilizing a Citizen Bond Committee and the anticipated timeline to bring recommendations back to City Council for final consideration for the November 2022 general election.

Lastly, staff will review the infrastructure needs for neighborhood multi-modal connectivity and civic space associated with the Rio de Flag and Lone Tree Overpass projects, wastewater infrastructure, stormwater infrastructure, and public safety infrastructure to determine if any of these projects should be added as a potential bond ballot measure.

Attachments: [Presentation](#)

2022 Potential Bond Ballot Measures

November 2, 2021



Agenda

- General Obligation Bonds
- Potential Bond Ballot Measures
- Additional Infrastructure Bond Projects
- Council Discussion



General Obligation Bond





General Obligation Bonds

What are General Obligation Bonds

- General Obligation Bonds (GO Bonds) are a debt financing option for Cities
- For the City to Issue GO Bonds, we must receive Voter Approval
- The City may levy a secondary property tax for payment



General Obligation Bonds

Secondary Property Tax

- Can only be used to pay off General Obligation Debt
- Assessed Valuations can only increase by 5% annually
- Can only assess the amount to pay debt service estimates with allowances for delinquencies



General Obligation Bonds

Bonding for Capital Costs versus Operational Costs

- Buildings, equipment, land, and like capital assets are the best use for bond financing.
 - These are one-time investments/expenditures
- Staffing, field maintenance and building maintenance are allowed, but not recommended
 - Bonds are not ongoing sources for maintaining our assets
 - Once bond moneys are spent, another source will need to pick up the costs of maintaining the assets
 - Has impact to tax exempt status, higher rates



General Obligation Bonds

ELECTION DATE	GENERAL OBLIGATION BOND QUESTION	AMOUNT	PASS/ FAIL
11/5/1996	Improving Various Parks and Recreation Services	\$8,200,000	PASS
5/18/2004	Fire Fighting Facilities and Acquisition of Emergency Response Vehicles and Equipment	\$16,800,000	PASS
5/18/2004	Neighborhood Open Space and FUTS Land Acquisition	\$7,600,000	PASS
5/18/2004	Regional Open Space – Observatory Mesa Land Acquisition	\$5,500,000	PASS
5/18/2004	McMillan Mesa Open Space Land Acquisition	\$10,100,000	FAIL
5/18/2004	Multi-Generational Recreation Center: Expansion or New Construction	\$6,100,000	PASS
5/18/2004	Municipal Swimming/Aquatic Center Construction	\$8,600,000	PASS
5/18/2004	Lake Mary Regional Park and Other Parks Land Acquisitions	\$2,800,000	PASS
5/18/2004	Continental Park Recreational Field Development	\$3,100,000	FAIL
5/18/2004	Snow Play Area Development	\$4,100,000	FAIL



General Obligation Bonds

ELECTION DATE	GENERAL OBLIGATION BOND QUESTION	AMOUNT	PASS/ FAIL
5/18/2004	Wastewater Improvements (*)	\$23,100,000	PASS
5/18/2004	Water Wells (*)	\$8,500,000	PASS
5/18/2004	Water Rights Acquisition/Water Development (*)	\$15,000,000	PASS
11/2/2010	Municipal Court House	\$23,000,000	FAIL
11/2/2010	Municipal Services Maintenance Center	\$42,000,000	FAIL
11/2/2010	Public Safety/City Operations Communications Systems	\$4,720,000	PASS
11/2/2010	Street and Utilities Improvements	\$16,500,000	PASS
11/6/2012	Forest Health and Water Supply Protection Project	\$10,000,000	PASS
11/6/2012	Core Services Maintenance Facility	\$14,000,000	PASS
11/8/2016	Municipal Court House	\$12,000,000	PASS
11/6/2018	Housing Affordability	\$25,000,000	FAIL

(*) These items were approved as GO backed authorization; however, the payment source expected from water and wastewater rates.



General Obligation Bonds

Legal Limits – State Statute/Assessed Valuations

- 20% Limitation: Water, sewer, artificial lighting, parks, open space, recreational facilities, public safety, law enforcement, fire and emergency services and street and transportation facilities
 - Bond capacity in this limitation = \$178M
- 6% Limitation: (i.e. Housing, Climate Action)
 - Everything else
 - Currently no issuance under this limitation
 - Bond capacity in this limitation = \$67M



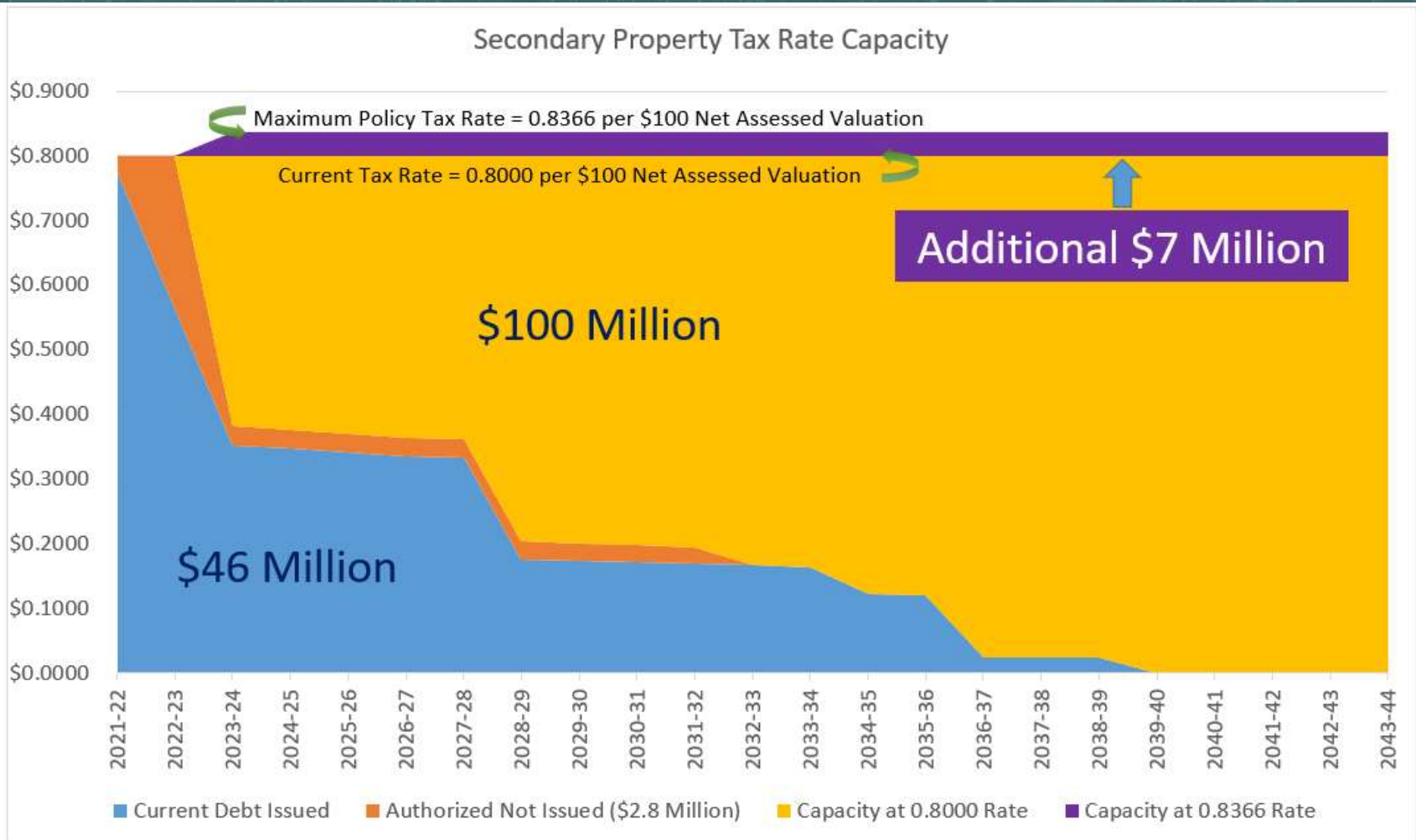
General Obligation Bonds

Policy Limits – City Imposed

- Current policy tax rate not to exceed 0.8366 per \$100 of Net Assessed Valuation (NAV)
 - This is based on promises made during past elections
 - The City allowed to go above this rate for purpose of paying debt
- Based on current projection of NAV
 - Estimated total capacity \$107M under current rate policy
 - Remaining capacity through FY 2044-45
- Current tax rate is 0.8000 per \$100 of NAV
 - Estimated total capacity \$98M through FY 2044-45

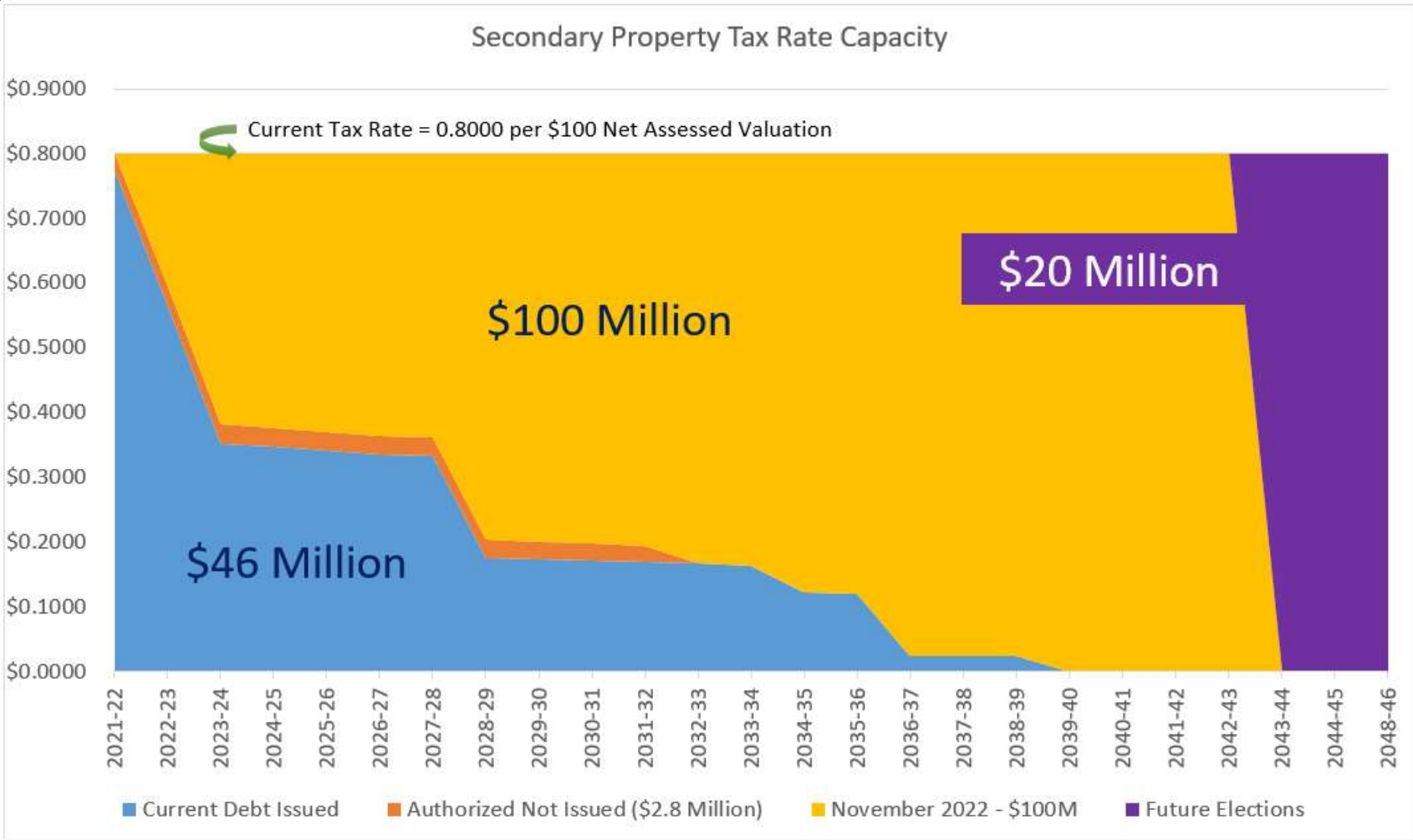


General Obligation Bonds



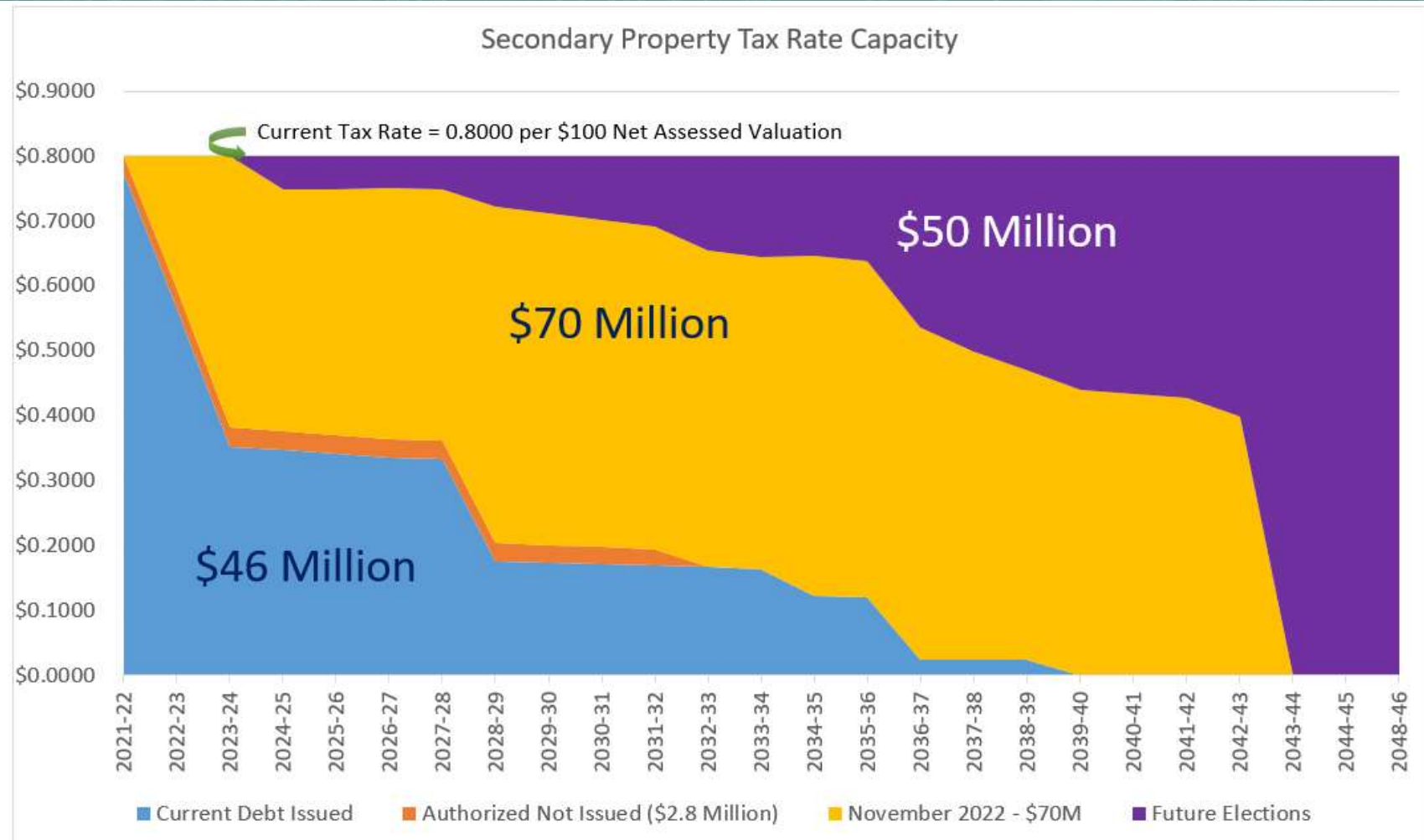


General Obligation Bonds





General Obligation Bonds





General Obligation Bonds

Residential Taxpayer Impacts

- For planning purposes:
 - 20-year debt issuance at 5% interest rate
 - \$10M, \$25M and \$70M in bonds
 - Average Class 3 Residential Assessed Value - \$287,000, 0% growth
 - Total rate stays within current rate: 0.8000

Amount of Voter Authorization	Amount of Total Debt Paid	Estimated Tax Rate Required	Residential Annual Impact	20-Year Impact
\$ 10,000,000	\$ 15,934,493	0.0813	\$ 22	\$ 440
\$ 25,000,000	\$ 39,836,233	0.2034	\$ 55	\$ 1,100
\$ 70,000,000	\$ 111,541,453	0.5694	\$ 154	\$ 3,080

Potential Bond Ballot Measures





Potential Bond Projects

Identified during April Budget Retreat

- Housing
- Climate Action
- Alternate Response Care Center

Identified during Infrastructure Retreat

- Wastewater Infrastructure
- Stormwater Infrastructure
- Public Safety Infrastructure

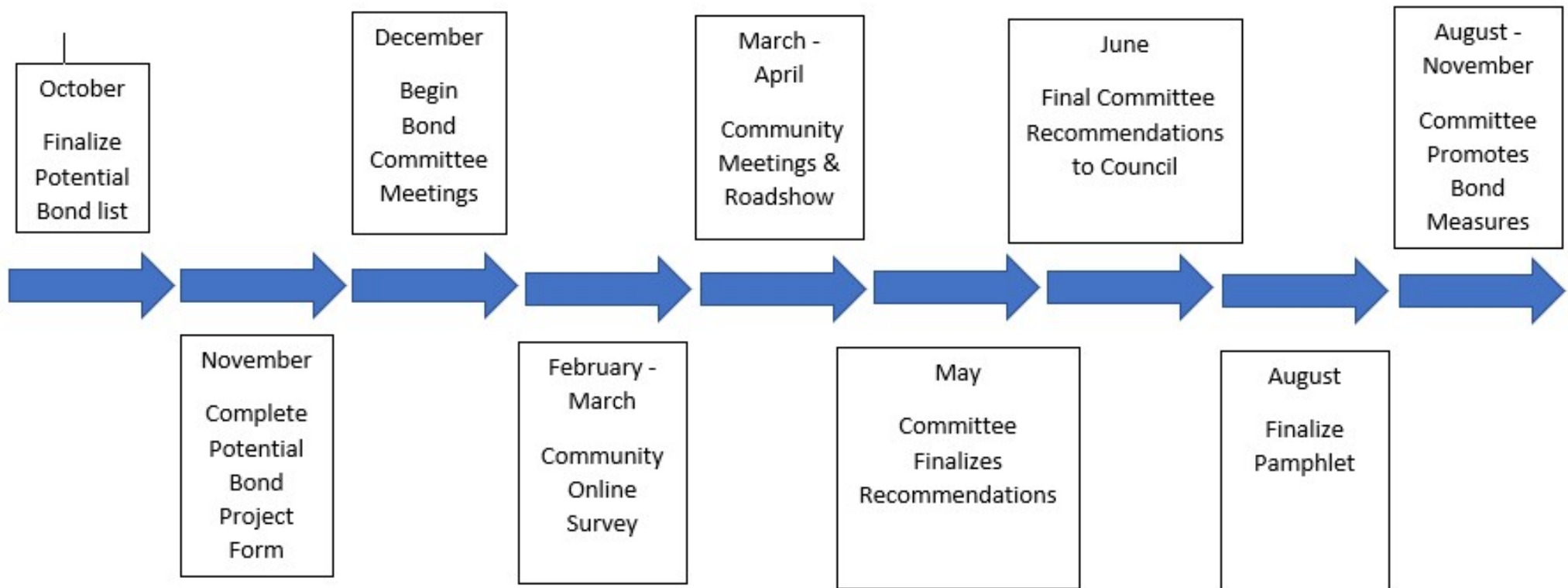


Potential Bond Process

- Selection of citizen bond committee members
- Committee gathers residents' insight
 - Community survey
 - Public participation in committee meetings
 - Feedback through community meetings
- Committee recommends potential bond ballot measures to Council
- Committee begins campaign to educate and promote bond ballot measures



Potential Bond Timeline



Additional Infrastructure Bond Projects





Florence to Walnut Pedestrian Underpass

- Bicycle and pedestrian tunnel will connect the La Plaza Vieja neighborhood and provides a north/south FUTS corridor with grade separation.
- Included in Adopted 2015 La Plaza Vieja Neighborhood Specific Plan.
- Additional funding required for updated design, right of way agreement with BNSF, and construction.
- Benefit areas - Safety, Equity, Climate Action and Adaptation, Carbon Neutrality, Transportation, Economic Development, Housing.
- Current funding - \$2.3M



Rio de Flag Pedestrian Underpass

- Bicycle and pedestrian tunnel will connect north Downtown and the Southside Neighborhood and provides a north/south FUTS corridor with grade separation.
- Connects the future Mountain Line Downtown Connection Center to north Downtown.
- Funding required for right-of-way agreement with BNSF and construction.
- Benefit areas - Safety, Equity, Climate Action and Adaptation, Carbon Neutrality, Transportation, Economic Development, Housing.
- Current funding - \$0



Neighborhood Multimodal Connectivity and Civic Space



Southside Community Civic Space

- Provides civic and recreation space for the Southside Community.
- Included in Adopted 2020 Neighborhood Specific Plan.
- Located adjacent to the future Lone Tree Overpass.
- Funding required for right-of-way acquisition, design, and construction.
- Benefit areas - Equity, Climate Action and Adaptation, Carbon Neutrality, Transportation, Economic Development, Housing.
- Current funding - \$0



Neighborhood Multimodal Connectivity and Civic Space



- RAISE Planning Grant award TBD November 2021.
 - Will provide planning coordination and design for delivery of projects adjacent to the BNSF Railway corridor.
- Bond funding can offset and incentivize future grant requests.
- Bond commitment from the community will benefit BNSF approval of local project construction.



Wastewater Infrastructure

Rehabilitation and Replacement

- Solids treatment capacity is at 88%
- Liquids treatment capacity is at 87%
- Need rehabilitate and replace to have redundancy for repairs
- Integration of carbon neutrality plan provisions
- Highest priority needs
 - Build two new and refurbish two existing digesters
 - Keeping all processes operational
- Estimated cost \$30M



Wastewater Infrastructure

Rehabilitation and Replacement Projects

- WHWRP Headworks Rehabilitation - \$4,000,000
- WHWRP Primary Pumps station Replacement - \$5,000,000
- WHWRP Headworks Motor Control Centers - \$2,500,000
- WHWRP Digester Complex Expansion \$8,000,000
- WHWRP Co-generation using Biogas - \$3,000,000
- RDFWRP Bar Screen Rehabilitation – \$400,000
- RDFWRP Smaller Turbo Blowers - \$1,000,000
- RDFWRP Main Motor Control Centers – 2,500,000
- RDFWRP Generator(s) and Automatic Transfer - \$1,500,000



Stormwater Infrastructure

Spruce Channel Improvements

- Improvements within existing Stormwater infrastructure footprint, from Paradise Rd to Route 66
 - Add enhancements to existing infrastructure
 - Increase flow capacity through the city
 - Minor adjustments to Stormwater footprint
- Upstream channel detention and retention projects must occur to attenuate flows to city's design flow capacity
- Estimated cost \$12-18M



Stormwater Infrastructure

Spruce Channel Projects

- Spruce Channel Master Plan Development \$ TBD
- Paradise Channel Improvement \$ 140,000
- Park Way area detention/retention \$ 3,000,000
- Linda Vista culvert improvement \$ 1,000,000
- Cedar culvert improvement \$ 1,000,000
- Dortha Inlet improvement \$ 800,000
- Arroyo Seco Diversion \$ 1,000,000
- Killip School Detention Basin \$ 4,600,000
- Channel Improvements (various) \$ 600,000



Public Safety Infrastructure

Emergency Radio Equipment

- Replacement and upgrades to the repeat towers on Mount Elden to keep frequencies to Dispatch and City operations
- Replacement of all handheld and mobile radio units within Police, Fire, Public Works and Water Services
- Unable to replace units when damaged
- Recommended life span 7-years
- Estimated cost \$2.75M



Public Safety Infrastructure

Fire Apparatus & Specialized Equipment

- All risk and wildfire apparatus to maintain base level service
- Units are frequently out of service
- Units are past the recommended life cycle by NFPA
- Unable to fund through General Fund fleet allocations
- 2-year need includes 6 different Fire apparatus
- Estimated cost \$4.15M

Council Discussion





Council Questions

- Is there anything missing from the process of collecting residents' feedback?
- Do you want to add any of the additional bond infrastructure projects as a potential bond ballot measure?
- Do you want to consider bond ballot recommendations equaling the total \$100M or do you want a lower maximum?
- Do you want recommendations from the committee by category (e.g. housing) or an overall list across all categories (e.g. housing, climate action, alternate response care center, infrastructure)?

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, City Clerk
Date: 10/27/2021
Meeting Date: 11/02/2021



TITLE

Future Agenda Item Request (F.A.I.R.): A request by Councilmember Shimoni to place on a future agenda a discussion regarding the City's Engineering Standards as it relates to speed limits and design characteristics of roadways.

STAFF RECOMMENDED ACTION:

Council direction.

EXECUTIVE SUMMARY:

Rule 4.01, Procedures for Preparation of Council Agendas, of the City of Flagstaff City Council Rules of Procedure outlines the process for bringing items forward to a future agenda. Councilmember Shimoni has requested this item be placed on an agenda under Future Agenda Item Requests (F.A.I.R.) to determine if there are two other members of Council interested in placing it on a future agenda.

INFORMATION:

Attachments:

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, City Clerk
Date: 10/27/2021
Meeting Date: 11/02/2021



TITLE

Future Agenda Item Request (F.A.I.R.): A request by Mayor Deasy to place on a future agenda a discussion regarding a rebate program for alternate energy on homes.

STAFF RECOMMENDED ACTION:

Council direction.

EXECUTIVE SUMMARY:

Rule 4.01, Procedures for Preparation of Council Agendas, of the City of Flagstaff City Council Rules of Procedure outlines the process for bringing items forward to a future agenda. Mayor Deasy has requested this item be placed on an agenda under Future Agenda Item Requests (F.A.I.R.) to determine if there are two other members of Council interested in placing it on a future agenda.

INFORMATION:

Attachments: