

**REGULAR MEETING OF THE
FLAGSTAFF DOWNTOWN BUSINESS IMPROVEMENT
AND REVITALIZATION DISTRICT**

**Tuesday, May 6, 2014 – 10:00 AM
Staff Conference Room – Second Floor
Flagstaff City Hall – 211 West Aspen, Flagstaff, Arizona**

1. Call to Order
2. Roll Call
3. **Consideration of Resolution No. 2014-03:** A RESOLUTION OF THE DISTRICT BOARD OF THE FLAGSTAFF DOWNTOWN BUSINESS IMPROVEMENT AND REVITALIZATION DISTRICT (DISTRICT) ADOPTING THE BUDGET AND FIXING THE TAX LEVY, ADOPTING THE TENTATIVE ESTIMATES OF THE AMOUNTS REQUIRED FOR THE PUBLIC EXPENSE FOR THE DISTRICT FOR THE FISCAL YEAR 2014-2015; ADOPTING A TENTATIVE BUDGET; SETTING FORTH THE RECEIPTS AND EXPENDITURES; THE AMOUNT PROPOSED TO BE RAISED BY DIRECT PROPERTY TAXATION; AND GIVING NOTICE OF THE TIME FOR HEARING TAXPAYERS
4. **Consideration of Resolution No. 2014-04:** A RESOLUTION OF THE DISTRICT BOARD OF THE FLAGSTAFF DOWNTOWN BUSINESS IMPROVEMENT AND REVITALIZATION DISTRICT OF FLAGSTAFF AUTHORIZING PROCUREMENT LIMITS, SELECTION OF A BANKING INSTITUTION, SIGNATORIES ON DISTRICT BANK ACCOUNTS, AND APPROVING THE INTERGOVERNMENTAL AGREEMENT FOR SERVICES WITH THE CITY OF FLAGSTAFF
5. **Consideration of Resolution No. 2014-05:** A RESOLUTION OF THE DISTRICT BOARD OF THE FLAGSTAFF DOWNTOWN BUSINESS IMPROVEMENT AND REVITALIZATION DISTRICT OF FLAGSTAFF CALLING A SPECIAL ELECTION FOR JUNE 4, 2014, FOR THE PURPOSE OF SUBMITTING TO THE PROPERTY OWNERS AND QUALIFIED ELECTORS OF THE DISTRICT A QUESTION AUTHORIZING THE DISTRICT BOARD TO LEVY AN AD VALOREM TAX AT A MAXIMUM RATE NOT TO EXCEED TWO DOLLARS AND THIRTY NINE CENTS (\$2.39) PER ONE HUNDRED DOLLARS (\$100) OF THE ASSESSED VALUATION FOR ALL REAL AND PERSONAL PROPERTY IN THE DISTRICT
6. PUBLIC PARTICIPATION

Public Participation enables the public to address the Board 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.
7. 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 Board with the District Clerk.

Dated this _____ day of _____, 2014.

Elizabeth A. Burke, MMC, District Clerk

**FLAGSTAFF DOWNTOWN BUSINESS IMPROVEMENT AND REVITALIZATION
DISTRICT**

TO: DISTRICT BOARD
FROM: BARBARA GOODRICH, TREASURER
SUBJECT: TENTATIVE BUDGET ADOPTION
DATE: MAY 1, 2014

The District Board is required to adopt a budget annually. There are two stages to the budget adoption. The first is the tentative adoption which sets the appropriation limits. By setting the appropriation limits, the Board cannot increase those limits at final adoption without starting the process over. Once the tentative budget is adopted, the District must:

- Post the proposed budget legal schedules for two consecutive weeks in the local paper
- Post the legal schedules on the District website
- Provide a location for the public to view the proposed budget

Attached is the entire packet proposed to have available for public viewing.

**FLAGSTAFF DOWNTOWN BUSINESS IMPROVEMENT
AND REVITALIZATION DISTRICT
OF FLAGSTAFF, ARIZONA**

RESOLUTION NO. 2014-03

A RESOLUTION OF THE DISTRICT BOARD OF THE FLAGSTAFF DOWNTOWN BUSINESS IMPROVEMENT AND REVITALIZATION DISTRICT (DISTRICT) ADOPTING THE BUDGET AND FIXING THE TAX LEVY, ADOPTING THE TENTATIVE ESTIMATES OF THE AMOUNTS REQUIRED FOR THE PUBLIC EXPENSE FOR THE DISTRICT FOR THE FISCAL YEAR 2014-2015; ADOPTING A TENTATIVE BUDGET; SETTING FORTH THE RECEIPTS AND EXPENDITURES; THE AMOUNT PROPOSED TO BE RAISED BY DIRECT PROPERTY TAXATION; AND GIVING NOTICE OF THE TIME FOR HEARING TAXPAYERS

WHEREAS, on February 4, 2014, the City Council of the City of Flagstaff, Arizona (the "City"), adopted a Resolution ordering and declaring the formation of the Flagstaff Downtown Business Improvement and Revitalization District (the "District") in the City of Flagstaff, Arizona; and

WHEREAS, the District is a special purpose tax levying revitalization district as provided in Section 48-6807 of the Arizona Revised Statutes, and is considered to be a municipal corporation and political subdivision of the State of Arizona, separate and apart from the City; and

WHEREAS, a tentative budget must be adopted by the District.

NOW, THEREFORE, BE IT RESOLVED BY THE DISTRICT BOARD OF THE FLAGSTAFF DOWNTOWN BUSINESS IMPROVEMENT AND REVITALIZATION DISTRICT OF FLAGSTAFF, ARIZONA as follows:

SECTION 1. That the accompanying statements and exhibits attached to this Resolution as Schedules A, B, C, D, E, F, and G are incorporated herein by this reference, and are hereby adopted as the tentative budget for the Flagstaff Downtown Business Improvement and Revitalization District for the fiscal year 2014-2015.

SECTION 2. That the District Clerk be, and she hereby is, authorized and directed to publish in the manner prescribed by law the estimates of expenditures as set forth in Schedules A, B, C, D, E, F, and G together with a notice that the District will meet on May 20, 2014 for the purpose of a final hearing of taxpayers and for the adoption of the 2014 – 2015 Annual Budget for the Flagstaff Downtown Business Improvement and Revitalization District.

PASSED by the District Board of the Flagstaff Downtown Business Improvement and Revitalization District this 6th day of May, 2014.

Chairman

ATTEST:

District Clerk

APPROVED AS TO FORM:

Shorall McGoldrick Brinkmann

Attorney for the District

ATTACHMENTS:

SCHEDULE A
SCHEDULE B
SCHEDULE C
SCHEDULE D
SCHEDULE E
SCHEDULE F
SCHEDULE G

OFFICIAL BUDGET FORMS

Flagstaff Downtown Business Improvement and Revitalization District

Fiscal Year 2015

Flagstaff Downtown Business Improvement and Revitalization District

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Fiscal Year 2015

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**Flagstaff Downtown Business Improvement and Revitalization District
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2015**

THE FINAL OPPORTUNITY FOR PUBLIC INPUT ON THE FLAGSTAFF DOWNTOWN BUSINESS IMPROVEMENT AND REVITALIZATION DISTRICT BUDGET WILL OCCUR ON MAY 20, 2014 AT 10:00 A.M. IN THE CITY OF FLAGSTAFF CITY HALL, STAFF CONFERENCE ROOM, 211 W. ASPEN AVENUE, FLAGSTAFF, AZ.

The budget may be reviewed at the City of Flagstaff in the City Clerk's Office, 211 W. Aspen Avenue, Flagstaff AZ 86001
Or (need)

FUND	ADOPTED BUDGETED EXPENDITURES/EXPENSES* 2014	ACTUAL EXPENDITURES/EXPENSES** 2014	FUND BALANCE/NET POSITION*** July 1, 2014**	PROPERTY TAX REVENUES 2015 Primary: \$ Secondary: 127,498	ESTIMATED REVENUES OTHER THAN PROPERTY TAXES 2015	OTHER FINANCING 2015		INTERFUND TRANSFERS 2015		TOTAL FINANCIAL RESOURCES AVAILABLE 2015	BUDGETED EXPENDITURES/EXPENSES 2015
						SOURCES <USES>	<OUT>	IN	<OUT>		
1. General Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Special Revenue Funds	-	-	-	-	168,002	-	-	-	-	295,500	257,700
3. Debt Service Funds Available	-	-	-	-	-	-	-	-	-	-	-
4. Less: Amounts for Future Debt Retirement	-	-	-	-	-	-	-	-	-	-	-
5. Total Debt Service Funds	-	-	-	-	-	-	-	-	-	-	-
6. Capital Projects Funds	-	-	-	-	-	-	-	-	-	-	-
7. Permanent Funds	-	-	-	-	-	-	-	-	-	-	-
8. Enterprise Funds Available	-	-	-	-	-	-	-	-	-	-	-
9. Less: Amounts for Future Debt Retirement	-	-	-	-	-	-	-	-	-	-	-
10. Total Enterprise Funds	-	-	-	-	-	-	-	-	-	-	-
11. Internal Service Funds	-	-	-	-	-	-	-	-	-	-	-
12. TOTAL ALL FUNDS	\$ -	\$ -	\$ -	\$ 127,498	\$ 168,002	\$ -	\$ -	\$ -	\$ -	\$ 295,500	\$ 257,700

EXPENDITURE LIMITATION COMPARISON

	2014	2015
1. Budgeted expenditures/expenses	\$	\$ 257,700
2. Add/subtract: estimated net reconciling items		
3. Budgeted expenditures/expenses adjusted for reconciling items		257,700
4. Less: estimated exclusions		
5. Amount subject to the expenditure limitation	\$	\$ 257,700
6. EEC or voter-approved alternative expenditure limitation	\$	\$

The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes Expenditure/Expense Adjustments Approved in current year from Schedule E.

** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts in this column represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

**Flagstaff Downtown Business Improvement and Revitalization District
Tax Levy and Tax Rate Information
Fiscal Year 2015**

	<u>2014</u>	<u>2015</u>
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ \$ -	\$ \$ -
2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$ \$ -	
3. Property tax levy amounts		
A. Primary property taxes	\$ \$ -	\$ \$ -
B. Secondary property taxes	\$ \$ -	\$ \$ 127,498
C. Total property tax levy amounts	\$ \$ -	\$ \$ 127,498
4. Property taxes collected*		
A. Primary property taxes		
(1) Current year's levy	\$ \$ -	
(2) Prior years' levies	\$ \$ -	
(3) Total primary property taxes	\$ \$ -	
B. Secondary property taxes		
(1) Current year's levy	\$ \$ -	
(2) Prior years' levies	\$ \$ -	
(3) Total secondary property taxes	\$ \$ -	
C. Total property taxes collected	\$ \$ -	
5. Property tax rates		
A. City/Town District tax rate		
(1) Primary property tax rate	_____	
(2) Secondary property tax rate	_____	\$ 1.8057
(3) Total city/town district tax rate	\$ -	\$ 1.8057
B. Special assessment district tax rates		
Secondary property tax rates - As of the date the proposed budget was prepared, the city/town was operating _____ special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.		

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

**Flagstaff Downtown Business Improvement and Revitalization District
Revenues Other Than Property Taxes
Fiscal Year 2015**

<u>SOURCE OF REVENUES</u>	<u>ESTIMATED REVENUES 2014</u>	<u>ACTUAL REVENUES* 2014</u>	<u>ESTIMATED REVENUES 2015</u>
SPECIAL REVENUE FUNDS			
Intergovernmental	\$ _____	\$ _____	\$ _____
Payment in Lieu of Tax	_____	_____	41,002
Municipal contribution	_____	_____	127,000
_____	\$ _____	\$ _____	\$ 168,002
Total Special Revenue Funds	\$ _____	\$ _____	\$ 168,002

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

TOTAL ALL FUNDS \$ _____ \$ _____ \$ 168,002

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

**Flagstaff Downtown Business Improvement and Revitalization District
Other Financing Sources/<Uses> and Interfund Transfers
Fiscal Year 2015**

FUND	OTHER FINANCING 2015		INTERFUND TRANSFERS 2015	
	SOURCES	<USES>	IN	<OUT>
SPECIAL REVENUE FUNDS				
None	\$ _____	\$ _____	\$ _____	\$ _____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
Total Special Revenue Funds	\$ _____	\$ _____	\$ _____	\$ _____
TOTAL ALL FUNDS	\$ _____	\$ _____	\$ _____	\$ _____

**Flagstaff Downtown Business Improvement and Revitalization District
Expenditures/Expenses by Fund
Fiscal Year 2015**

<u>FUND/DEPARTMENT</u>	<u>ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2014</u>	<u>EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2014</u>	<u>ACTUAL EXPENDITURES/ EXPENSES* 2014</u>	<u>BUDGETED EXPENDITURES/ EXPENSES 2015</u>
SPECIAL REVENUE FUNDS				
Revitalization District	\$ _____	\$ _____	\$ _____	\$ 257,700
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Total Special Revenue Funds	\$ _____	\$ _____	\$ _____	\$ 257,700
TOTAL ALL FUNDS	\$ \$ -	\$ -	\$ -	257,700

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

**Flagstaff Downtown Business Improvement and Revitalization District
Expenditures/Expenses by Department
Fiscal Year 2015**

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2014	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2014	ACTUAL EXPENDITURES/ EXPENSES* 2014	BUDGETED EXPENDITURES/ EXPENSES 2015
Revitalization District				
Special Revenue Funds	\$ \$ -	\$ \$ -	\$ \$ -	\$ \$ 257,700
Department Total	\$ \$ -	\$ \$ -	\$ \$ -	\$ \$ 257,700

**Flagstaff Downtown Business Improvement and Revitalization District
Full-Time Employees and Personnel Compensation
Fiscal Year 2015**

FUND	Full-Time Equivalent (FTE) 2015	Employee Salaries and Hourly Costs 2015	Retirement Costs 2015	Healthcare Costs 2015	Other Benefit Costs 2015	Total Estimated Personnel Compensation 2015
SPECIAL REVENUE FUNDS						
Downtown Revitalization	None	\$ -	\$ -	\$ -	\$ -	\$ -
Total Special Revenue Funds		\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL ALL FUNDS		\$ -	\$ -	\$ -	\$ -	\$ -

**FLAGSTAFF DOWNTOWN BUSINESS IMPROVEMENT
AND REVITALIZATION DISTRICT
OF FLAGSTAFF, ARIZONA**

RESOLUTION NO. 2014-04

A RESOLUTION OF THE DISTRICT BOARD OF THE FLAGSTAFF
DOWNTOWN BUSINESS IMPROVEMENT AND REVITALIZATION
DISTRICT OF FLAGSTAFF AUTHORIZING PROCUREMENT LIMITS,
SELECTION OF A BANKING INSTITUTION, SIGNATORIES ON DISTRICT
BANK ACCOUNTS, AND APPROVING THE INTERGOVERNMENTAL
AGREEMENT FOR SERVICES WITH THE CITY OF FLAGSTAFF

WHEREAS, on February 4, 2014, the City Council of the City of Flagstaff, Arizona (the "City"), adopted a Resolution ordering and declaring the formation of the Flagstaff Downtown Business Improvement and Revitalization District (the "District") in the City of Flagstaff, Arizona; and

WHEREAS, the District is a special purpose tax levying revitalization district as provided in Section 48-6807 of the Arizona Revised Statutes, and is considered to be a municipal corporation and political subdivision of the State of Arizona, separate and apart from the City; and

WHEREAS, certain matters relating to the organization of the District must be determined by the Board of Directors of the District (the "District Board"); and

WHEREAS, it is in the best interest of the District to enter into an intergovernmental agreement for services with the City of Flagstaff.

NOW, THEREFORE, BE IT RESOLVED BY THE DISTRICT BOARD OF THE FLAGSTAFF DOWNTOWN BUSINESS IMPROVEMENT AND REVITALIZATION DISTRICT OF FLAGSTAFF, ARIZONA as follows:

1. Procurement Limits. Procurement limits for the District will be as follows:

\$0 - \$5,000:	Board or Executive Director can select vendor directly
\$5,001 - \$25,000:	Board must obtain three written quotes, if possible
\$25,001 - \$100,000	Board must undertake a formal procurement process under State procurement statutes

2. Approve Bank for District Accounts. Since annual banking charges are estimated to be well below \$5,000 per year, the Chairman of the Board is authorized to select a banking institution within the boundaries of the District on behalf of the Board.

3. Authorized Signatories on the District's Bank Accounts. The authorized signatories for the District are as follows:

Antoinette Beiser, Director
David Stilley, Director
John Vanlandingham, Director

Each of the Directors above is authorized to sign checks drawn upon the Flagstaff Downtown Business Improvement and Revitalization District account at the bank selected by the Chairman of the Board in an amount up to \$5,000. For any check in excess of \$5,000, one of the authorized signatures will be required, as well as that of the District Clerk, Barbara Goodrich.

Any check or purchase in excess of \$10,000 will require prior approval of the entire District Board at a duly noticed meeting of the Board.

4. Approve the Intergovernmental Agreement with the City of Flagstaff. The Intergovernmental Agreement for Services with the City of Flagstaff, in the form attached as Exhibit A to this Resolution, is hereby approved. The Chairman of the Board is authorized to execute the Agreement on behalf of the District.

PASSED by the District Board of the Flagstaff Downtown Business Improvement and Revitalization District this 6th day of May, 2014.

Chairman

ATTEST:

District Clerk

APPROVED AS TO FORM:

Shorall McGoldrick Brinkmann

Attorney for the District

ATTACHMENT:

EXHIBIT A – Intergovernmental Agreement with the City of Flagstaff

EXHIBIT A**INTERGOVERNMENTAL AGREEMENT
FOR SERVICES**

This Intergovernmental Agreement for Services ("Agreement") is entered into this ___ day of _____, 2014 ("Effective Date"), between the City of Flagstaff ("CITY"), a political subdivision of the State of Arizona and the Flagstaff Downtown Business Improvement and Revitalization District, a special taxing district operating pursuant to A.R.S. § 48-6801 et seq. ("DISTRICT").

RECITALS

WHEREAS, the parties desire to enhance and improve Downtown Flagstaff; and

WHEREAS, the parties have authority to enter into an intergovernmental agreement pursuant to A.R.S. § 11-952 and A.R.S. § 48-6808.A.2 to contract for services and jointly exercise powers related to providing enhanced municipal services and improvements within DISTRICT;

WHEREAS, CITY owns land and public rights-of-way within DISTRICT and such property directly benefits from being part of DISTRICT;

Now therefore, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. Duration of Agreement

This Agreement shall become effective upon execution by the parties as of the Effective Date, and shall continue for a term of ten (10) years, unless sooner terminated.

2. Purpose

The purpose of this Agreement is to enhance and improve Downtown Flagstaff (DISTRICT), and to provide consideration to DISTRICT for services directly benefiting CITY property within DISTRICT.

3. Initial Services

In consideration for \$127,000.000 to be paid by CITY to DISTRICT within 30 days from the effective date of this Agreement, DISTRICT agrees to satisfactorily complete the Services set forth in Exhibit 1. The Services shall be completed by dates specified. In the event DISTRICT does not complete Services as described, DISTRICT shall reimburse CITY for the same as specified. The reimbursement obligation shall survive any expiration or termination of this Agreement.

4. Ongoing Services and Annual Assessment

4.1 During the term of this Agreement, CITY will request the Coconino County Assessor to calculate an annual amount equivalent to the ad valorem taxes CITY would pay if it were a

private property owner in DISTRICT ("Annual Payment"), based on CITY property ownership and assessed value. No Annual Payment will be assessed on public rights-of-way owned by

CITY. CITY will remit to DISTRICT the Annual Payment in consideration for the ongoing services to be rendered by DISTRICT to CITY as a property owner in DISTRICT. CITY will pay the Annual Payment consistent with payments of ad valorem taxes generally and may pass through its cost to tenants to the extent permitted by law. Nothing herein shall be construed to require or bind future CITY Councils to appropriate or remit funds annually. The parties understand CITY may acquire, improve, modify and/or dispose of CITY property within DISTRICT, resulting in an increase or decrease to the Annual Payment.

4.2 DISTRICT on an annual basis shall provide CITY with DISTRICT's adopted budget, and provide a detailed accounting describing services provided by DISTRICT which directly benefit CITY property within DISTRICT.

5. Termination

5.1 Either party shall have the right to terminate the Agreement upon one-hundred eighty (180) days written notice to the other party.

5.2 If CITY Council in its discretion determines to cease appropriating funds to pay the Annual Tax, CITY may terminate this Agreement by giving DISTRICT ninety (90) days' written notice. Termination of this Agreement will not relieve CITY of the obligation to pay DISTRICT the pro rata portion of the Annual Tax accrued before the termination date of the Agreement.

5.3 In the event DISTRICT ceases operations or fails to levy an annual ad valorem tax, CITY shall no longer have an obligation to remit the Annual Tax, and CITY may terminate this Agreement upon thirty (30) days written notice to DISTRICT.

5.3 Upon termination of this Agreement, any property acquired by DISTRICT in performance of this Agreement shall belong to DISTRICT, except as may be expressly provided for herein, and provided, however, that upon dissolution of DISTRICT all property of the DISTRICT will be conveyed to a municipality as provided for in A.R.S. § 48-6819.

6. Insurance

CITY reserves the right to require DISTRICT to obtain and maintain commercial general liability insurance of \$1 million per occurrence, \$2 million aggregate, and statutory worker's compensation insurance in performance of the Initial Services. If insurance is required, CITY will be named as an additional insured on the policy. CITY reserves the right to require DISTRICT or its contractors to obtain and maintain insurance as set forth in Exhibit 2, Insurance, before undertaking public improvement projects or providing enhanced municipal services within the DISTRICT.

7. Notices

Unless otherwise specified in this Agreement, any notice or other communication required or permitted to be given shall be in writing and sent to the address given below for the party to be notified, or to such other address notice of which is given:

If to the CITY:

Community Design & Redevelopment
Manager
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, AZ 86001

Copy to:
Economic Vitality Director
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, AZ 86001

If to District:

John VanLandingham, Chairman
P. O. Box 1546
Flagstaff, AZ 86002

Copy to:
Dana H. Kjellgren
Shorall McGoldrick Brinkmann
702 N. Beaver Street
Flagstaff, AZ 86001

8. General Provisions

8.1 Authority. Each party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations under this Agreement and has taken all required acts or actions necessary to authorize the same.

8.2 Entire Agreement. Each party acknowledges and agrees that it has not relied upon any statements, representations, agreements or warranties, except as expressed in this Agreement, and that this Agreement constitutes the parties' entire agreement with respect to the matters addressed in this document. All prior or contemporaneous agreements and understandings, oral or written, with respect to such matters are superseded and merged in this Agreement.

8.3 Amendment. This Agreement may be modified or amended only by written agreement, signed by or for both parties, and any modification or amendment will become effective on the date so specified.

8.4 Attorneys Fees. The parties will meet in good faith and endeavor to resolve any dispute relating to this Agreement prior to engaging in litigation. In the event any action at law or in equity is instituted between the parties in connection with this Agreement, the prevailing party in the action will be entitled to its costs, including reasonable attorneys' fees and court costs from the non-prevailing party.

8.5 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, either CITY or DISTRICT may cancel this Agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of a party is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of the other party of the Agreement in any capacity or as a consultant to the other party of the Agreement with respect to the subject matter of this Agreement.

8.6 Waiver. No failure to enforce any condition or covenant of this Agreement will imply or constitute a waiver of the right of a party to insist upon performance of the condition or covenant, or of any other provision of this Agreement, nor will any waiver by either party of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach under this Agreement.

8.7 Force Majeure. A party, and its agents, officials and employees, shall not be liable to the other party for failure to comply with any of the terms and conditions of this Agreement where any failure to comply is caused by an act of God, court order, government regulation or requirement, other than those imposed by the party, strike or labor difficulty, fire, flood, storm, power failure or any other similar cause beyond the reasonable control of the party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

City of Flagstaff

**Flagstaff Downtown Business
Improvement and Revitalization
District**

Mayor

Chairman of Board

Attest:

Attest:

City Clerk

Clerk of the Board

Approved as to form:

Approved as to form:

City Attorney

Legal Counsel for Board

Attachments: Exhibits 1, 2

EXHIBIT 1
SCOPE OF WORK

This Scope lists the services to be provided by the District to City in consideration for \$127,000, per the completion dates below.

Services to be provided by the District to the City are listed below (Services). The City may require return of funds if Services are not timely completed. The parties agree that the assigned values for the Services are reasonable, even if they are estimates and not exact dollars. If a Service is partially achieved, a pro-rated refund will be owed, based on monthly value or other reasonable methodology.

All documents identified in this Scope of Work shall be prepared by the District and shall be submitted to the City in draft form. City will have at least 14 calendar days to review and provide comments (if any). Any responsive comments from the City shall be considered and final drafts shall be submitted to the City prior to the Completion date.

I. The following tasks shall be performed per the fixed completion dates shown:

- a. Prepare work plans for the upcoming year ("Annual Work Plans").
 - i. Completion: June 15, 2014 and June 15 of every year that the City Clerk and/or Treasurer serve as the District Clerk and Treasurer respectively.
 - ii. Value: \$1,000
- b. Prepare detailed operating budgets for the upcoming year ("Annual Budgets").
 - i. Completion: June 15, 2014 and June 15 of every year that the City Clerk and/or Treasurer serve as the District Clerk and Treasurer respectively.
 - ii. Value: \$2,500
- c. Execute agreement to indemnify and hold harmless City and City staff in performance of their job functions as Clerk and Treasurer for the District ("Indemnification Agreement").
 - i. Completion: July 1, 2014
 - ii. Value: \$700
- d. Assign a responsible person to serve as administrative staff for the District Board and Officers. This person will be responsible for various administrative duties as directed by the Board but specifically including administrative duties serving the needs of the Clerk and Treasurer until such time as the District appoints new officers ("District Staff").
 - i. Completion: July 1, 2014
 - ii. Value: \$9,000
- e. Assign a responsible person to serve as the single point of contact for the District and District members. This person will be responsible for communicating individual and district needs to the City (including various agencies of the City), receiving and resolving complaints of District

members, coordinating the provision of City services, and distributing various City communications / information ("Single Point of Contact").

- i. Completion: July 1, 2014
 - ii. Value: \$9,000
- f. Develop District Rules of Operations ("Rules of Operations").
- i. Completion: September 1, 2014
 - ii. Value: \$700
- g. Prepare Handbook of Procedures for the district appointed Clerk and Treasurer ("Handbook").
- i. Completion: December 31, 2014
 - ii. Value: \$12,000
 - iii. Damages: District shall refund City \$1,000 per month for any delay beyond December 31, 2014
- h. Appoint a new District Clerk and a new Treasurer (relieving City staff of financial and administrative burden), with new appointments to commence no later than December 31, 2014 ("Appoint District Clerk and Treasurer").
- i. Completion: December 31, 2014
 - ii. Value: \$24,000
 - iii. Damages: District shall refund City \$1,000 per month for any delay beyond December 31, 2014
- i. Train the district appointed Clerk and Treasurer ("Training").
- i. Completion: December 31, 2014
 - ii. Value: \$12,000
 - iii. Damages: District shall refund City \$1,000 per month for any delay beyond December 31, 2014
- j. Prepare written annual report at the conclusion of each calendar year that accounts for expenditures and services provided pursuant to this Agreement ("Annual Report"). If requested by City Manager, present annual report to the City Council.
- i. Completion: February 1, 2015 and February 1 of every year that the City Clerk and/or Treasurer serve as the District Clerk and Treasurer respectively.
 - ii. Value: \$700

II. Develop and implement the organizational needs of the district.

- a. Create District Database that includes a map of the district, property ownership, property owner contact information, assessed value, and current land-use (type retail, office, government, ROW, etc) ("District Database").
- i. Completion: Three months after Successful Election.
 - ii. Value: \$1,500
- b. Create a district website page that will be used for posting public meeting notices, agendas and minutes, and other information required for District operations; and that includes a brief overview of the District, District contact information, and a link to the City of Flagstaff website. ("District Website").

- i. Completion: Six months after Successful Election.
 - ii. Value: \$3,000
- c. With City staff assistance, create an Inventory of City Services provided within the district that includes the types of service, annual budget allocation, frequency, providing agency, and providing agency contact information (“Inventory of City Services”).
 - i. Completion: Nine months after Successful Election.
 - ii. Value: \$3,000
- d. With City staff assistance, create Inventory of Public Infrastructure that exists within the district that includes types of infrastructure, condition, maintenance needs, existent capital improvement plans, and suggestions for improvements (“Public Infrastructure Inventory”).
 - i. Completion: Twelve months after Successful Election.
 - ii. Value: \$6,000

III. Provide ongoing day-to-day district management including responding to member, public, and City concerns relative to day-to-day issues and activities within the district.

- a. Maintain the District Database (See II.a).
 - i. Completion: Ongoing, starting three months after Successful Election.
 - ii. Value: \$700
- b. Maintain District Website (See II.b).
 - i. Completion: Ongoing, starting six months after Successful Election.
 - ii. Value: \$1,500
- c. Maintain Inventory of City Services (See II.c).
 - i. Completion: Ongoing, starting nine months after Successful Election.
 - ii. Value: \$700
- d. Maintain Inventory of Public Infrastructure (See II.d).
 - i. Completion: Ongoing, starting twelve months after Successful Election.
 - ii. Value: \$1,000
- e. Assign a responsible person to review and provide written advisory comments regarding Special Event Permits proposed for locations in the District, identifying the concerns of the District or District members, proposing conditions that would mitigate concerns, and recommending approval or denial (“Special Event Permit Review”).
 - i. Completion: Ongoing, starting six months after Successful Election.
 - ii. Value: \$5,000
- f. Review and provide written advisory comments regarding City initiatives (programs, ordinances, plans, projects, and so forth) that affect the District or District members (“City Initiative Review”).
 - i. Completion: Ongoing, starting six months after Successful Election.
 - ii. Value: \$5,000
- g. Meet monthly with Police Department and Economic Vitality Division staff,

and as necessary with other City staff, to coordinate District and/or City initiatives (programs, ordinances, plans, projects, and so forth), to discuss District or District members concerns and solutions, and other matters as appropriate (“Coordinate with City of Flagstaff”).

- i. Completion: Ongoing, starting six months after Successful Election.
 - ii. Value: \$5,000
- h. As necessary, meet with and coordinate District initiatives (programs, plans, projects, and so forth) and other matters as appropriate with Federal, State, or regional government agencies (such as the Flagstaff Metropolitan Planning Organization, Coconino County, or Tribal agencies) including upon the request of the City Manager, participating in joint meetings with such agencies (“Coordinate with Other Agencies”).
- i. Completion: Ongoing, starting six months after Successful Election.
 - ii. Value: \$3,000

IV. Provide and implement comprehensive long range planning for the district.

- a. Public Infrastructure Improvement:
- i. Identify and propose at least one public infrastructure improvement project as required for a Revitalization District. The total value of work proposed shall be no less than \$15,000.
 1. Completion: Nine months after Successful Election.
 2. Value: \$1,000
 - ii. Secure funding for the proposed public infrastructure improvement project(s).
 1. Completion: Twelve months after Successful Election.
 2. Value: \$1,000
 - iii. Cause and manage the preparation of project plans for the proposed public infrastructure improvement project(s). Obtain and pay for all required approvals and permits. Procure professional services if required by Arizona law and procure all services as required by Arizona law.
 1. Completion: Fifteen months after Successful Election.
 2. Value: \$5,000
 - iv. Contract for and manage the construction of the proposed public infrastructure improvement project(s). Procure licensed contractor and all services as required by Arizona law.
 1. Completion: Twenty-four months after Successful Election.
 2. Value: \$5,000
- b. Identify, prioritize, and estimate revenues and expenses for “enhanced municipal services” that the District may seek to provide in the foreseeable future.
 - i. Completion: Nine months after Successful Election.
 - ii. Value: \$5,000
- c. With legal counsel retained by the District, review all documents

related to Heritage Square Plaza (including but not limited to Disposition and Development Agreement; Rules & Regulations; Declaration of Public Plaza Easement dated May 20, 1997; Declaration of Public Plaza Easement dated June 4, 1996) and evaluate whether or not the District may, and desires to assume any Responsibilities for operations and maintenance.

- i. Completion: Nine months after Successful Election.
- ii. Value: \$5,000

**EXHIBIT 2
INSURANCE**

1 In General. Contractor shall procure and maintain insurance against claims for injury to persons or damage to property, which may arise from or in connection with this Contract by the Contractor, Contractor’s agents, representatives, employees or contractors until all of their obligations under this Contract have been discharged, including any warranty periods. The 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.

2 Minimum Scope and Limits of Insurance. Contractor shall provide coverage at least as broad and with limits not less than those stated below.

2.1	Commercial General Liability - Occurrence Form	
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$1,000,000
	Personal and Advertising Injury	\$1,000,000
	Each Occurrence	\$1,000,000
2..2	Automobile Liability - Any Automobile or Owned, Hired and Non-owned Vehicles	
	Combined Single Limit Per Accident	
	for Bodily Injury and Property Damage	\$1,000,000
2.3	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
2.4	Professional Liability	\$2,000,000

3. Self-insured Retention/Deductibles. Any self-insured retentions and deductibles must be declared to and approved by the City. If not approved, the City may require that the insurer reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and volunteers.

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

4.1 Commercial General Liability and Automobile Liability Coverages. The City of Flagstaff, its officers, officials, agents and employees shall be named as additional insureds with respect to liability arising out of the use and/or occupancy of the Premises subject to 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.

4.2 The Contractor's insurance shall contain broad form contractual liability coverage.

4.3 The City of Flagstaff, its officers, officials, agents and employees volunteers shall be named as additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

4.4 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.

4.5 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.

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

4.7 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.

5. Notice of Cancellation. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage. When the policy is suspended, voided, cancelled, reduced in coverage or in limits, notice thereof shall be sent to City thirty (30) days. When cancellation is for non-payment of premium, then at least ten (10) days' prior notice shall be given to the City. Notices required by this section shall be sent directly to: Attention: Purchasing Department, City of Flagstaff, 211 W. Aspen Avenue, Flagstaff, Arizona 86001.

6. 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 provide the Contractor from potential insurer insolvency.

7. Verification of Coverage. 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.

7.1 The City must receive and approve all certificates of insurance before the Contractor commences work. 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 and its subcontractors' obligations under this Contract have been met. 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.

7.2 All certificates of insurance shall be sent directly to: Attention: Purchasing Department, 211 West Aspen Avenue, Flagstaff, Arizona 86001. The City project/contract number and project description shall be noted on the certificates of insurance. The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by this Contract at any time. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City's receipt of Contractor's policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under this Contract.

8. Approval. Any modification or variation from the insurance requirements in this Contract must have the prior approval of the City's Attorney's Office, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by administrative action.

**FLAGSTAFF DOWNTOWN BUSINESS IMPROVEMENT
AND REVITALIZATION DISTRICT
OF FLAGSTAFF, ARIZONA**

RESOLUTION NO. 2014-05

A RESOLUTION OF THE DISTRICT BOARD OF THE FLAGSTAFF DOWNTOWN BUSINESS IMPROVEMENT AND REVITALIZATION DISTRICT OF FLAGSTAFF CALLING A SPECIAL ELECTION FOR JUNE 4, 2014, FOR THE PURPOSE OF SUBMITTING TO THE PROPERTY OWNERS AND QUALIFIED ELECTORS OF THE DISTRICT A QUESTION AUTHORIZING THE DISTRICT BOARD TO LEVY AN AD VALOREM TAX AT A MAXIMUM RATE NOT TO EXCEED TWO DOLLARS AND THIRTY NINE CENTS (\$2.39) PER ONE HUNDRED DOLLARS (\$100) OF THE ASSESSED VALUATION FOR ALL REAL AND PERSONAL PROPERTY IN THE DISTRICT

WHEREAS, on February 4, 2014, the City Council of the City of Flagstaff, Arizona (the "City"), adopted a Resolution ordering and declaring the formation of the Flagstaff Downtown Business Improvement and Revitalization District (the "District") in the City of Flagstaff, Arizona; and

WHEREAS, the District is a special purpose tax levying revitalization district as provided in Section 48-6807 of the Arizona Revised Statutes, and is considered to be a municipal corporation and political subdivision of the State of Arizona, separate and apart from the City; and

WHEREAS, in accordance with Arizona Revised Statutes §48-6817 and §48-6818 the District Board wishes to call a Special Election for June 4, 2014, to submit to the qualified electors a question of authorizing the District Board to levy an ad valorem tax at a maximum rate not to exceed two dollars and thirty nine cents (\$2.39) per one hundred dollars (\$100) of the assessed valuation for all real and personal property in the district.

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

Section 1. THAT a special election of the qualified electors of the District is hereby called to be held on June 4, 2014 (hereinafter referred to as the "Election"), at which there shall be submitted to the qualified electors of the District the question authorizing the District Board to levy an ad valorem tax at a maximum rate not to exceed two dollars and thirty nine cents (\$2.39) per one hundred dollars (\$100) of the assessed valuation for all real and personal property in the district.

Section 2. THAT

- (A) notice of the Election shall be given by posting notices in three public places within the boundaries of the district not less than twenty days before the election; and

- (B) the Clerk of the District shall mail to the property owners and qualified electors of the district notice of said election in substantially the form attached hereto and marked Exhibit 'A'; and
- (C) the Clerk of the District shall publish in a newspaper of general circulation in the municipality once a week for two consecutive weeks before the election.

Section 3. THAT the official ballot for the Election shall be in substantially the form hereto attached and marked Exhibit 'B'; and

Section 4. THAT each elector shall sign the Affidavit of Prospective Elector as to Ownership of Land or Other Qualification to Vote in substantially the form hereto attached and marked Exhibit 'C'; and

Section 5. THAT the election shall be a polling place election to be held from 9:00 a.m. to 3:00 p.m. on Wednesday, June 4, 2014, in the City Council Conference Room, Flagstaff City Hall, 211 West Aspen, Flagstaff, Arizona.

Section 6. THAT

- (A) the Election shall be held, conducted and canvassed in conformity with the provisions of the general election laws of the State of Arizona, except as otherwise provided by law, and only such persons shall be permitted to vote at the Election who are property owners and qualified electors of the District.
- (B) all expenditures as may be necessary to order, notice, hold and administer the Election are hereby authorized, which expenditures shall be paid from current operating funds of the District.
- (C) the Clerk of the City is hereby further authorized to take all other necessary action to facilitate the Election.

PASSED by the District Board of the Flagstaff Downtown Business Improvement and Revitalization District this 6th day of May, 2014.

Chairman

ATTEST:

District Clerk

APPROVED AS TO FORM:

Shorall McGoldrick Brinkmann

Attorney for the District

EXHIBIT 'A'
NOTICE OF ELECTION
OF THE BOARD OF DIRECTORS OF THE
FLAGSTAFF DOWNTOWN BUSINESS IMPROVEMENT
AND REVITALIZATION DISTRICT

NOTICE IS HEREBY GIVEN that an election for the authorization of the Board of Directors of the Flagstaff Downtown Business Improvement and Revitalization District to levy an ad valorem tax at a maximum rate not to exceed two dollars and thirty nine cents (\$2.39) per one hundred dollars (\$100) of the assessed valuation for all real and personal property in the District will be held on Wednesday, June 4, 2014. The polls will open at 9:00 a.m. and will close at 3:00 p.m. The polling place shall be at Flagstaff City Hall, Council Conference Room (First Floor), 211 West Aspen, Flagstaff, Arizona 86001.

At a Regular Meeting of the Board of Directors ("Board") of the District held May 6, 2014, the Board voted unanimously to adopt an acreage system of voting for District Elections beginning in 2014. In accordance with Title 48, Chapter 19, Article 5 of the Arizona Revised Statutes, all bona fide owners of land in the District are entitled to vote under the acreage system of voting for each office and question in District elections. Each qualified elector of the District is entitled to the number of votes or fractional votes equal to the number of acres or fractional acres, rounded to the next one-seventh (1/7) acre, owned by that owner in the District.

The District has created an Election Register. The name of a landowner must appear on the Election Register in order for the landowner to be qualified to vote in District Elections. All landowners must have owned their property for at least 90 days before the District Election. Joint owners may cast votes in the proportion to their ownership in the acreage. Acreage held by a corporation may be voted by an officer of the corporation if designated by resolution of the corporation's board of directors and if the District receives the corporation's resolution by 5:00 p.m. on Friday, May 23, 2014. Partnerships, executors, guardians, limited liability companies, and trusts may designate an individual, authorized by statute, to cast the votes for the entity; however, they must also submit a resolution to the District on or before Election Day authorizing their Designated Voter.

Please feel free to contact District staff at (928) 213-2076 to obtain a Certification and Resolution for authorizing your entity's Designated Voter.

Dated this 6th day of May, 2014.

**FLAGSTAFF DOWNTOWN BUSINESS IMPROVEMENT
AND REVITALIZATION DISTRICT**

Elizabeth A. Burke, District Clerk

EXHIBIT 'B'
FORM OF OFFICIAL BALLOT

Number of Acres Owned: _____

OFFICIAL BALLOT

QUESTION NO. 1

OFFICIAL TITLE: SUBMISSION TO THE PROPERTY OWNERS AND QUALIFIED ELECTORS A QUESTION AUTHORIZING THE DISTRICT BOARD TO LEVY AN AD VALOREM TAX AT A MAXIMUM RATE NOT TO EXCEED TWO DOLLARS AND THIRTY NINE CENTS (\$2.39) PER ONE HUNDRED DOLLARS (\$100) OF THE ASSESSED VALUATION FOR ALL REAL AND PERSONAL PROPERTY IN THE DISTRICT.

DESCRIPTIVE TITLE: Authorization of the District Board to levy an ad valorem tax at a maximum rate not to exceed two dollars and thirty nine cents (\$2.39) per one hundred dollars (\$100) of the assessed valuation of all real and personal property in the District for the operation and maintenance expenses of the District.

A **YES** vote shall have the effect of authorizing the District Board to levy an ad valorem tax at a maximum rate not to exceed two dollars and thirty nine cents (\$2.39) per one hundred dollars (\$100) of the assessed valuation for all real and personal property in the District

ASSESSMENT, YES

A **NO** vote shall have the effect of not authorizing the District Board to levy an ad valorem tax at a maximum rate not to exceed two dollars and thirty nine cents (\$2.39) per one hundred dollars (\$100) of the assessed valuation for all real and personal property in the District

ASSESSMENT, NO

EXHIBIT 'C'
**AFFIDAVIT OF PROSPECTIVE ELECTOR AS TO OWNERSHIP OF
LAND OR OTHER QUALIFICATION TO VOTE
PURSUANT TO SECTIONS §16-121 AND/OR §48-3043,
ARIZONA REVISED STATUTES**

State of Arizona)
County of Coconino)
City of Flagstaff) ss.
Flagstaff Downtown Business Improvement)
and Revitalization District)

COMES NOW the undersigned and deposes and says:

"I am (place mark next to 1, 2 or 3 to indicate your eligibility)

1. _____ a qualified elector in the Flagstaff Downtown Business Improvement and Revitalization District and reside at _____, where I resided at the date of my registration; or

2. _____ a qualified elector in the Flagstaff Downtown Business Improvement and Revitalization District and reside at _____, where I resided at the date of my registration, AND a qualified voter pursuant to 48-3043 of the Arizona Revised Statutes (complete section 4) or

3. _____ a qualified voter pursuant to § 48-3043 of the Arizona Revised Statutes (complete section 4)

4. I am an owner of land in the Flagstaff Downtown Business Improvement and Revitalization District, the expansion and improvement of which is the subject of the election to which this affidavit applies, and therefore a qualified elector of such district; or otherwise qualified to vote pursuant to Section §48-3043 of the Arizona Revised Statutes (being a bona fide owner of land within the district holding title or evidence of title of record, including: an entrymen upon public lands under the public land laws of the United States or a certificate of purchase from the State of Arizona, who has held such title for ninety (90) days and who is a resident of the State of Arizona; when the holder of record title is a married person, the spouse in whose name the title stands; if record title is held in more than one name, each owner otherwise possessing the qualifications of an elector voting the number or fractions of acres represented by my legal interest or proportionate share of and in the lands; the administrator or executor of a deceased person or the guardian of a minor or an incompetent person, appointed and qualified under the laws of the State of Arizona, representing such person or estate; an officer of a corporation designated and authorized by a resolution of the board of directors of the corporation representing the corporation; the general partner of a partnership in whose name title to property within the district is vested as a holder of title or evidence of title, who is designated and authorized in writing by all of the general partners; or the trustee of a trust in which there

are more than one trustee, in whose name title to property within such district is vested as a holder of title or evidence of title)."

My vote represents _____ acres

Printed Name of Affiant

Printed Name of Entity Represented by Affiant, if any

I, THE UNDERSIGNED, DO SOLEMNLY SWEAR (OR AFFIRM) THAT THE ABOVE STATEMENTS ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Signature of Affiant