FINAL AGENDA

REGULAR COUNCIL MEETING
TUESDAY
DECEMBER 3, 2013

COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
4:00 P.M. AND 6:00 P.M.

4:00 P.M. MEETING

Individual Items on the 4:00 p.m. meeting agenda may be postponed to the 6:00 p.m. meeting.

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 NABOURS
VICE MAYOR EVANS
COUNCILMEMBER BAROTZ
COUNCILMEMBER BREWSTER
COUNCILMEMBER ORAVITS
COUNCILMEMBER OVERTON
COUNCILMEMBER WOODSON

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 of its citizens.

4. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

A. Consideration and Approval of Minutes: City Council Joint Work Session with the Hopi Tribal Council of October 24, 2013; the Regular Meeting of November 5, 2013; the Combined Special Meeting/Work Session of November 12, 2013; the Joint City/County Work Session of November 18, 2013; and the Regular Meeting of November 19, 2013.

RECOMMENDED ACTION:

Amend/approve the minutes of the City Council Joint Work Session with the Hopi Tribal Council of October 24, 2013; the Regular Meeting of November 5, 2013; the Combined Special Meeting/Work Session of November 12, 2013; the Joint City/County Work Session of November 18, 2013; and the Regular Meeting of November 19, 2013.

5. PUBLIC PARTICIPATION

Public Participation enables the public to address the Council about an item that is not on the agenda (or is listed under Possible Future Agenda Items). 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.

6. PROCLAMATIONS AND RECOGNITIONS

None

7. APPOINTMENTS

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

A. Consideration of Appointments: Airport Commission.

RECOMMENDED ACTION:

Make two appointments to terms expiring October 2016.

B. Consideration of Appointments: Water Commission.

RECOMMENDED ACTION:

Make three appointments to terms expiring December 2016.

C. Consideration of Appointments: Planning and Zoning Commission.

RECOMMENDED ACTION:

Make two appointments to terms expiring December 2016.

D. Consideration of Appointments: Sustainability Commission.

RECOMMENDED ACTION:

Make three appointments to terms expiring October 2016.

8. LIQUOR LICENSE PUBLIC HEARINGS

A. Consideration and Action on Liquor License Application: Sucheewa Buschmann, "Ewa's Thai Cuisine", 110 S. San Francisco St., Series 12 (restaurant), New License.

RECOMMENDED ACTION:

1) Hold Public Hearing
The City Council has the option to:
2) Forward the application to the State with a recommendation for approval;
3) Forward the application to the State with no recommendation; or
4) Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

B. Consideration and Action on Liquor License Application: Cecily Slift-Maniaci, "The Toasted Owl Cafe", 121 E. Birch Ave., Series 12 (restaurant), New License.

RECOMMENDED ACTION:

1) Hold the Public Hearing
The City Council has the option to:
2) Forward the application to the State with a recommendation for approval;
3) Forward the application to the State with no recommendation; or
4) Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

9. 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: Third Amendment to Transit Service Intergovernmental Agreement (IGA) to provide City Project Management Services to the Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) for the Bus Facility Expansion Project.

RECOMMENDED ACTION:

Approve the Third Amendment to the Transportation Service Intergovernmental Agreement with the Northern Arizona Intergovernmental Public Transit Authority (NAIPTA).

B. Consideration and Approval of Contract: Flagstaff Metropolitan Planning Organization (FMPO) Regional Transportation Plan (RTP) technical update

RECOMMENDED ACTION:

Award the contract to Kimley Horn Associates in the amount of $110,000 for consulting services.

C. **Consideration and Approval of Contract:** Rio de Flag Flood Control Project Design Concept Report

RECOMMENDED ACTION:

1)Award the Engineering Design Professional Services Contract to Michael Baker Jr. Inc., of Phoenix, Arizona in an amount not to exceed $247,285.89, including a $22,480.00 contract allowance and a 205 calendar-day contract period; and
2)Approve Change Order Authority to the City Manager in the amount of $22,480.00 (10% of contract amount excluding allowance) for unanticipated or additional items of work; and
3)Authorize the City Manager to execute the necessary documents.

10. **ROUTINE ITEMS**

A. **Consideration and Approval of Contract:** Wildcat Hill WWTP Temporary Digested Solids Dewatering System Project

RECOMMENDED ACTION:

1) Authorize award and execution of a contract with Felix Construction for the installation of the Temporary Digested Solids Dewatering Project at the Wildcat Hill Wastewater Treatment Plant for a total contract amount not to exceed $1,023,501.
2) Authorize the City Manager to execute the necessary documents.

B. **Consideration and Approval of Contract:** Bundled Drainage Improvement Projects #1 and #2 construction contracts

RECOMMENDED ACTION:

1) Approve the construction contracts with Kinney Construction Services in the amount of $153,605.81 for Bundled Drainage Improvements Project #1 with 120 calendar days contract time; and $207,395.89 for Bundled Drainage Improvements Project #2 with 120 calendar days contract time
2) Approve change order authority in the amount of $15,360.58 (10% of contract amount) for Bundled Drainage Improvements #1; and $20,739.59 (10% of contract amount) for Bundled Drainage Improvements #2.
3) Authorize the City Manager to execute the necessary documents

RECESS

6:00 P.M. MEETING

RECONVENE

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).

11. ROLL CALL

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

MAYOR NABOURS
VICE MAYOR EVANS
COUNCILMEMBER BAROTZ
COUNCILMEMBER BREWSTER
COUNCILMEMBER ORAVITS
COUNCILMEMBER OVERTON
COUNCILMEMBER WOODSON

12. PUBLIC PARTICIPATION

13. CARRY OVER ITEMS FROM THE 4:00 P.M. AGENDA

14. PUBLIC HEARING ITEMS

A. Public Hearing, Consideration and Adoption of Resolution No. 2013-30: A resolution amending the Flagstaff Area Regional Land Use and Transportation Plan to change the land use designation of approximately 4.02 acres of real property located at 600 West University Heights Drive from Parks and Recreation to High Density Residential (Changing Land Use Designation for Trailside Apartments).

RECOMMENDED ACTION:

1) Hold Public Hearing
2) Read Resolution No. 2013-30 by title only
3) City Clerk reads Resolution No. 2013-30 by title only (if approved above)
4) Adopt Resolution No. 2013-30

B. Public Hearing, Consideration and Adoption of Ordinance No. 2013-24: An ordinance amending the Flagstaff Zoning Map designation of approximately 4.02 acres of real property located at 600 West University Heights Drive from "SC", Suburban Commercial, to " HR", High Density Residential (Amending Zoning Map for Trailside Apartments).

RECOMMENDED ACTION:

At the December 3, 2013 Council Meeting:
1) Hold Public Hearing
2) Read Ordinance No. 2013-24 by title only for the first time
3) City Clerk reads Ordinance No. 2013-24 by title only for the first time (if approved above)
At the December 17, 2013 Council Meeting:
4) Read Ordinance No. 2013-24 by title only for the final time
5) City Clerk reads Ordinance No. 2013-24 by title only for the final time (if approved above)
6) Adopt Ordinance No. 2013-24

C. Flagstaff Regional Plan 2030: Place Matters – Public Hearing #2

This Public Hearing will not begin before 6:00 p.m.

RECOMMENDED ACTION:

Conduct Public Hearing Number 2 on the Flagstaff Regional Plan 2030: Place Matters

15. REGULAR AGENDA

A. **Consideration of Resolution No. 2013-32**: A resolution adopting a Major Amendment to the Flagstaff Regional Plan for Little America Hotels and Resorts, Inc.

RECOMMENDED ACTION:

1) Read Resolution No. 2013-32 by title only.
2) City Clerk reads Resolution No. 2013-32 (if approved above)
3) Adopt Resolution 2013-32 (adopting a major amendment to the Flagstaff Area Regional Land Use and Transportation Plan by changing the plan designations of approximately 495 acres of real property generally located south of East Butler Avenue and East of Interstate 40.)

16. DISCUSSION ITEMS

None

17. POSSIBLE FUTURE AGENDA ITEMS

Verbal comments from the public on any item under this section must be given during Public Participation (#5) near the beginning of the meeting. Written comments may be submitted to the City Clerk. After discussion and upon agreement of three members of the Council, an item will be moved to a regularly-scheduled Council meeting.

None

18. INFORMATIONAL ITEMS AND REPORTS FROM COUNCIL AND STAFF, REQUESTS FOR FUTURE AGENDA ITEMS

19. 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 _____, 2013.

_____
Elizabeth A. Burke, MMC, City Clerk

4. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Elizabeth A. Burke, City Clerk
Date:	11/27/2013
Meeting Date:	12/03/2013

TITLE

Consideration and Approval of Minutes: City Council Joint Work Session with the Hopi Tribal Council of October 24, 2013; the Regular Meeting of November 5, 2013; the Combined Special Meeting/Work Session of November 12, 2013; the Joint City/County Work Session of November 18, 2013; and the Regular Meeting of November 19, 2013.

RECOMMENDED ACTION:

Amend/approve the minutes of the City Council Joint Work Session with the Hopi Tribal Council of October 24, 2013; the Regular Meeting of November 5, 2013; the Combined Special Meeting/Work Session of November 12, 2013; the Joint City/County Work Session of November 18, 2013; and the Regular Meeting of November 19, 2013.

INFORMATION

Attached are copies of the minutes of the City Council Joint Work Session with the Hopi Tribal Council of October 24, 2013; the Regular Meeting of November 5, 2013; the Combined Special Meeting/Work Session of November 12, 2013; the Joint City/County Work Session of November 18, 2013; and the Regular Meeting of November 19, 2013.

Attachments:
10.24.2013.CCJWS.Minutes
11.05.2013.CCRM.Minutes
11.12.2013.CCSMWS.Minutes
11.18.2013.CCJWS.Minutes
11.19.2013.CCRM.Minutes

MINUTES

JOINT CITY COUNCIL/HOPI TRIBAL COUNCIL WORK SESSION
THURSDAY, OCTOBER 24, 2013
HOPI TRIBAL COUNCIL CHAMBERS
KYTKOTSMOVI, ARIZONA

1. Welcome /Mix & Mingle

A brief Mix & Mingle began at 4:00 p.m.

Councilmembers present:	**Councilmembers absent:**
MAYOR NABOURS	COUNCILMEMBER BAROTZ
VICE MAYOR EVANS	COUNCILMEMBER ORAVITS
COUNCILMEMBER BREWSTER	
COUNCILMEMBER OVERTON	
COUNCILMEMBER WOODSON	

Others present: Members of the Hopi Tribal Council; City Manager Kevin Burke, Deputy City Managers Jerene Watson and Josh Copley.

2. Call to Order (Chairman Singoitewa)
Introductions of Hopi and City councilmembers
Purpose of Meeting (Building Relationships) and Statement

The meeting was called to order and introductions were made. General discussion was held on the forms of government to better understand respective governing roles.

3. Mayor Nabours
Statement

4. Joint discussion on form of governments to help better understand respective governing roles
Closing comments (Chairman Singoitewa and Mayor Nabours)
End of Program

5. Adjournment

The Flagstaff Joint City Council / Hopi Tribal Work Session of October 24, 2013, adjourned at 6:33 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

MINUTES

REGULAR COUNCIL MEETING
TUESDAY, NOVEMBER 5, 2013
COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
4:00 P.M. AND 6:00 P.M.

1. **CALL TO ORDER**

Mayor Nabours called the meeting of November 5, 2013, to order at 4:02 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this regular meeting, the City Council may vote to go into executive session, which will not be open to the public, for 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.

Present:

MAYOR NABOURS
VICE MAYOR EVANS
COUNCILMEMBER BAROTZ
COUNCILMEMBER BREWSTER
COUNCILMEMBER ORAVITS
COUNCILMEMBER OVERTON
COUNCILMEMBER WOODSON

Absent:

Others present: City Manager Kevin Burke; City Attorney Michelle D'Andrea.

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 of its citizens.

4. **APPROVAL OF MINUTES FROM PREVIOUS MEETINGS**

A. **Consideration and Approval of Minutes**: City Council Special Work Session of September 19, 2013; the Regular Meeting of October 1, 2013; the Work Session of October 8, 2013; the Regular Meeting of October 15, 2013; and the Combined Special Meeting/Special Work Session of October 22, 2013.

Councilmember Overton moved to approve [the minutes of the City Council Special Work Session of September 19, 2013; the Regular Meeting of October 1, 2013; the Work Session of October 8, 2013; the Regular Meeting of October 15, 2013; and the Combined Special Meeting/Special Work Session of October 22, 2013]; seconded; passed unanimously.

5. **PUBLIC PARTICIPATION**

Public Participation enables the public to address the Council about an item that is not on the agenda (or is listed under Possible Future Agenda Items). 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.

Terrie Craig, Board Chairman for the Happy Hour Group, said that she spoke with the ADA offices and was told it was the City's choice whether to comply with their regulations. She asked that this item be placed on a future Council agenda.

6. **PROCLAMATIONS AND RECOGNITIONS**

None

7. **APPOINTMENTS**

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

A. **Consideration of Appointments:** Transportation Commission.

Councilmember Brewster moved to appoint Kevin Parkes as a Citizen member to the Transportation Commission, term to expire July 2016; seconded; passed unanimously.

Councilmember Brewster moved to appoint Jeffrey Stevenson as a Citizen member to the Transportation Commission, term to expire July 2016; seconded; passed unanimously

Councilmember Brewster moved to appoint Bob Kuhn as a School member to the Transportation Commission, term to expire November 2016; seconded; passed unanimously.

Councilmember Brewster moved to appoint Jeff Meilback as a NAIPTA member to the Transportation Commission, term to expire November 2016; seconded; passed unanimously.

8. **LIQUOR LICENSE PUBLIC HEARINGS**

A. **Consideration and Action on Liquor License Application:** Navayogasingam Thuraisingam, "Modern Grove", 1020 S. Milton Rd., Suite 102, Series 07 (beer and wine bar), Person Transfer and Location Transfer.

Councilmember Overton moved to open the public hearing; seconded; passed unanimously.

There being no public input, Mayor Nabours moved to close the Public Hearing; seconded; passed unanimously.

Councilmember Brewster moved to forward the application (for Modern Grove) to the State with a recommendation for approval; seconded; passed unanimously.

9. 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 the Section 8 Housing Choice Voucher Program:** Payment standards to exceed 110% of the Section 8 Fair Market Rents (FMR) and authorization to submit the request to HUD for final approval.

Mayor Nabours said that he sits on the Board of Flagstaff Housing Authority and this is for the Section 8 Housing Program received from HUD so they can rent private spaces. HUD sets what they think is the fair market rental, but in Flagstaff they often find that is too low and a person with a HUD voucher cannot find adequate housing. This action allows Flagstaff Housing to ask HUD to allow them to exceed the payment standards to 110%.

Councilmember Barotz moved to approve [an increase of the Section 8 Housing Choice Voucher Program payment standards to exceed 110% of the Section 8 Fair Market Rents for the purpose of preventing financial hardship for families, to increase the number of voucher holders who become participants upon lease-up and to authorize the submission to HUD for final approval]; seconded; passed unanimously.

B. **Consideration and Approval of Cooperative Contract:** Purchase of black cinders utilizing a Coconino County bid with Miller Mining Inc., bid number 2014-01 for 10,000 tons in the amount of $129,250.

Mayor Nabours asked what the process was for using a County bid and whether it would have made a difference if the vendor knew that their bid may be used by

others. Mr. Compau said that the County let out a bid that includes verbiage to allow a cooperative agreement with other agencies to utilize the same bid. He said that the fact that the bid documents included that wording would give a vendor the indication that others may use the bid as well.

Mr. O'Connor said that within the bid they broke out the different areas and the amounts that may be needed. He noted that they have been purchasing these cinders this same way for some time and this is the same price they have paid in the past.

Councilmember Woodson moved to approve purchase of black cinders for ice control utilizing a Coconino County bid with Miller Mining, Inc., bid number 2014-01 for 10,000 tons in the amount of $129,250; seconded; passed unanimously.

10. **ROUTINE ITEMS**

A. ITEM MOVED TO 6:00 PM AGENDA 15-B.

B. **Consideration and Adoption of Ordinance No. 2013-22:** An ordinance of the Council of the City of Flagstaff, Arizona, Amending Title 10, Zoning Code, Division 10-50.100, Sign Standards, Section 10-50.100.080, Sign Districts of Special Designation, of the Flagstaff Zoning Code by adding Section 10-50.100.080.E, Flagstaff Mall and Marketplace District.

Mayor Nabours noted that this was second reading of the ordinance.

Councilmember Woodson moved to read Ordinance No. 2013-22 for the final time by title only; seconded; passed unanimously.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AMENDING TITLE 10, ZONING CODE, DIVISION 10-50.100, SIGN STANDARDS, SECTION 10-50.100.080, SIGN DISTRICTS OF SPECIAL DESIGNATION, OF THE FLAGSTAFF ZONING CODE BY ADDING SECTION 10-50.100.080.E, FLAGSTAFF MALL AND MARKETPLACE DISTRICT

Councilmember Woodson moved to adopt Ordinance No. 2013-22; seconded; passed unanimously.

C. **Consideration of the Intergovernmental Agreement (IGA)/Joint Project Agreement (JPA)**: 13-0002790-I between the City of Flagstaff (City) and the Arizona Department of Transportation (ADOT) for the FY 2014 Highway Safety Improvement Program (HSIP), Design and Installation of Signs.

Traffic Engineer Jeff Bauman reviewed the project, noting that they were receiving $300,000 from the Feds, through Arizona Department of Transportation (ADOT), to design and install approximately 2,600 signs in this phase of the project. He explained that they start with regulatory signs such as stop signs and speed limit signs. They completed an inventory two years ago based on size, age, etc.

Mr. Burke added that there was a federal requirement on some of the reflectivity standards and many of the signs put up in the past did not meet those requirements. He added that there will probably be two more of these coming. Mr. Bauman said that was correct; this was roughly one-third of the signs.

Mayor Nabours asked what would occur if there were overruns. Mr. Bauman said that with this particular project they would stop whenever they run out of money.

Mayor Nabours moved to approve the Intergovernmental Agreement between the City of Flagstaff and Arizona Department of Transportation for grant funds in the amount of $300,000; seconded; passed 6-1 with Councilmember Oravits casting the dissenting vote.

RECESS

The Regular Meeting of the Flagstaff City Council held November 5, 2013, recessed at 4:25 p.m.

6:00 P.M. MEETING

RECONVENE

Mayor Nabours reconvened the Regular Meeting of the Flagstaff City Council held November 5, 2013, at 6:02 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this regular meeting, the City Council may vote to go into executive session, which will not be open to the public, for 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).

11. **ROLL CALL**

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

Present:

MAYOR NABOURS
VICE MAYOR EVANS
COUNCILMEMBER BAROTZ
COUNCILMEMBER BREWSTER
COUNCILMEMBER ORAVITS
COUNCILMEMBER OVERTON
COUNCILMEMBER WOODSON

Absent:

Others present: City Manager Kevin Burke; City Attorney Michelle D'Andrea.

12. **PUBLIC PARTICIPATION**

Rudy Preston, Flagstaff, reminded Council that Snowbowl has started spraying their wastewater on the peaks and had been relayed a story that they were unable to keep the kids from eating the snow.

Jan McRae, Flagstaff, addressed the Council regarding the private pocket park in Boulder Point. She was told at the last HOA meeting that the City staff had recommended they match the City hours for parks, 5 a.m. to 10 p.m. or midnight. She requested that someone from the City send a letter stating that they were not recommending that.

Carol Kendall, Flagstaff, reminded the Council of its Mission Statement, noting that the impacts of initiatives for tax increases must be considered first on the lowest-income citizens of the community.

Katie Nelson, Flagstaff, suggested that the Council be recording radiation in at least one point within the City.

April Smith, Flagstaff, asked for the same protections as Buffalo Park for McMillan Mesa.

Roxanna Days, Flagstaff, asked that the Council not support the displacement of families in the Arrowhead Village, and asked for a moratorium on developments in those areas where residents already exist.

13. **CARRY OVER ITEMS FROM THE 4:00 P.M. AGENDA**

None

14. **PUBLIC HEARING ITEMS**

None

15. **REGULAR AGENDA**

A. **Consideration and Approval of Grant Agreement and Acceptance of Grant Funding:** Fiscal Year 2013 Arizona State Parks Growing Smarter Grant.

Sustainability Specialist McKenzie Jones reviewed the grant agreement regarding the purchase of Observatory Mesa. She said that the minimum bid the State would accept is $11.6 million, and with the surveys the overall cost would be at least $12.4 million. She said that the State is offering a grant in the amount of $6 million to be used for this purchase and in order to complete the acquisition the City would grant them a conservation easement across the property.

Councilmember Overton moved to approve the grant agreement with the Arizona State Parks Growing Smarter Grant Program and authorize the acceptance of grant funding in the amount of $6,000,000; seconded; passed unanimously.

i. **Consideration and Possible Adoption of Ordinance No. 2013-25:** Authorizing the purchase of approximately 2,251 acres known as Observatory Mesa.

Mr. Burke said that although the minimum bid price is $11.6, this ordinance would approve the purchase without a specified amount.

Councilmember Overton moved to read Ordinance No. 2013-25 by title only for the first time; seconded.

Councilmember Barotz said that this project was an example of the community expressing its values and the importance of open space. Councilmember Oravits echoed that and recognized that over the past six months to a year, between Picture Canyon and Observatory Mesa the City has designated around 3,000 acres as Open Space.

Motion passed unanimously.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF AUTHORIZING THE ACQUISITION AND PURCHASE APPROXIMATELY 2,251 ACRES MOST COMMONLY REFERRED TO AS OBSERVATORY MESA

Mayor Nabours noted that second reading and adoption would occur at the November 12, 2013, Special Meeting.

ii. **Consideration and Adoption of Resolution No. 2013-27:** A resolution of the Mayor and Council of the City of Flagstaff, Arizona declaring for purposes of section 1.150.2 of the Federal Treasury Regulations, official intent to be reimbursed in connection with certain capital expenditures related to Regional Open Space - Observatory Mesa Land Acquisition.

Management Services Director Barbara Goodrich stated that this resolution would allow the City to use current funds to fulfill the auction requirements and then reimburse itself from the bond funds.

Councilmember Overton moved to read Resolution No. 2013-27 by title only; seconded; passed unanimously.

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA DECLARING FOR PURPOSES OF SECTION 1.150.2 OF THE FEDERAL TREASURY REGULATIONS, OFFICIAL INTENT TO BE REIMBURSED IN CONNECTION WITH CERTAIN CAPITAL EXPENDITURES RELATED TO REGIONAL OPEN SPACE - OBSERVATORY MESA LAND ACQUISITION.

Councilmember Barotz moved to adopt Resolution No. 2013-27; seconded; passed unanimously.

B. ***Consideration and Adoption of Ordinance No. 2013-21 and Resolution No. 2013-22 (Zoning Map Amendment):** An Ordinance Adopting That Certain Document Entitled "2013 Amendments to Chapter 10-20, Administration, Procedures and Enforcement," By Reference; and Thereby Amending Division 10-20.50, Amendments to the Zoning Code Text and the Zoning Map, and Division 10-80.20, Definition of Specialized Terms, Phrases and Building Functions; and a Resolution of the Council of the City of Flagstaff, Arizona, Declaring as a Public Record That Certain Document Filed with the City Clerk and Entitled "2013 Amendments To Chapter 10-20, Administration, Procedures And Enforcement."

Zoning Code Administrator Roger Eastman stated that they did not have a detailed presentation this week, but did want to provide some clarification. He said that the action taken last week did not change the zoning requirements, but rather the submittal requirement. He said that the other two recommendations of the Planning and Zoning Commission were not accepted.

He said that he wanted everyone to understand that the requirement for impact analysis for traffic and utilities has no change to it. Through the concept zoning there is sufficient information to be submitted so they know how big it will be. Additionally, they are not taking away any opportunities for public participation.

Mr. Eastman then illustrated the opportunities to comment for the public through the process. Councilmember Barotz said that she agreed that the number of opportunities to comment do not change, but she would argue that they do not have any value. Without meaningful information there is not anything to talk about. After question by Mayor Nabours, Mr. Eastman responded that the public would be advised of the extent possible within the development.

Mayor Nabours said that if a property owner requested a change to highway commercial (for example) and they said they would not know if it was to be an office building or hotel, or retail, etc., the public could object to any of those uses. Mr. Eastman said that was correct; however, the City would still need to know what the use of the property is. If not, staff is going to make the developer provide an impact analysis on the highest use in the zone. That may end up costing them more money if they cannot be more specific.

Mr. Burke said that the developer will be required to identify the most intense use of the property and in the absence staff would identify the highest use possible.

The following individuals then addressed the Council in support of the proposed changes:

- Rob Wilson
- Maury Herman
- David Monihan
- Julie Pastrick, representing the Flagstaff Chamber of Commerce
- Jeff Knorr
- Bill McCullough

The following comments were received:

- The upfront costs required of developers at this time are unnecessary and lead to additional costs being passed on to the buyer
- These changes will still allow for public input but make it easier for local investors to develop their property
- Supported this change at the first meeting and after hearing public comments, still supports it
- These changes won't affect the large developers, but could help smaller developers
- Public comment is still clearly available
- Allows developers opportunity to not have to spend as much money up front

The following individuals addressed the Council in opposition to the proposed changes:

- Evin Deschamps
- Peggy Sheldon-Seurlock
- Anamaria Ortiz
- Vance Peterson
- Karen Pedersen
- John Gearhart
- Carol Kendall
- John Viktora
- Kathleen Nelson
- Rudy Preston
- Sallie Kladnik
- Norm Wallen
- Alicyn Gitlin
- Moran Henn
- Nat White

The following comments were received:

- They chose to live here because it is a small town; need to continue providing opportunity for public input
- Anything that has to do with speculative rezoning should be considered carefully
- Need moratorium on development; need protections for Flagstaff residents
- Imperative that Council continues to provide citizens with opportunity to speak on issues
- Council needs to carefully consider the issue—what if it was next to their house?
- Council is doing an excellent job of providing information, but feels the changes being proposed reduce the amount of information available
- Biggest concern is the rights of citizens who live or own businesses must be weighted in zoning decisions
- Needs to remain a democratic process
- Need to notify property owners more than 300' from development

- Nearly all of the members of the "stakeholders group" were associated with development
- Developers need to have some sense of what they are going to do with their property
- Not in the best interests of Flagstaff
- Amendments were not unanimously approved at the roundtable
- There is nothing to demonstrate that the current zoning code is not working
- Makes it hard to know what questions to ask
- Weakens the ability of Planning and Zoning Commission to do their job
- Directly contradicts what previous Council voted for unanimously
- Compromise – keep the current code for the larger developments, where the developer does not know what they want to do, with a trigger mechanism

A break was taken from 7:15 p.m. to 7:28 p.m.

A few members of the public attempted to discuss the Arrowhead Trailer Park issue, but were unable to since that item was not on the agenda.

The following individuals addressed the Council in support of the changes:

- Judy Louks
- Keri Silvyn, representing several landowners
- Rich Bowen

The following comments were received:

- How many are familiar with existing Land Use & Transportation Plan? The citizens have already voted on land use through the Regional Plan
- Congratulate Council on an incredible job in adopting design criteria, etc. to make sure that any developer or landowner must develop their property appropriately, whether or not it has to be rezoned.
- Was part of the roundtable discussions; there was a thorough review with major community groups and it was a good process

The following individuals addressed the Council in opposition to the proposed changes:

- Jeremy Young
- Jason Bull
- Sat Best
- Tish Bogan-Ozmun
- Brittain Davis
- Eduardo Tapia
- Michelle Thomas
- Connie Kim
- Pete Traylor
- Kara Kelty

The following comments were received:

- Is it the Council's role to reduce public input on issues?
- Public will not know anything about it until after it is approved
- Council did not support all recommendations of Planning and Zoning Commission, such as the boundary for protecting natural resources
- Support's compromise position
- Natural resources should be considered at the beginning of the property
- Is an attack on democracy
- Growth for growth's sake—ideology of the cancer cell
- Lack of understanding on both sides—postpone decision—bring community members into the conversations
- This is a way to silence the public input
- Knowledge is power

Vice Mayor Evans said that they have referenced the legacy pieces of property several times and asked why they could not address them individually rather than changing the entire process.

Councilmember Barotz asked what the value was in having another meeting between the developer and surrounding residents after the rezoning occurred.

A break was held from 8:12 p.m. to 8:27 p.m.

Mayor Nabours asked Council, due to the time, if they wanted to address the Regional Plan later in the evening or reschedule (so they could let those present for that discussion to leave if they were not going to discuss). Consensus of Council was to move forward and discuss later in the evening.

Councilmember Brewster said that there have been a lot of comments voiced regarding the term "speculative" and she asked staff for a definition. Community Development Director Mark Landsiedel said that he was not sure there was one sole definition. He believed that many were referenced from one used in the planning industry when a Council would give a rezoning with no strings attached to the landowner. In this case the amendments show that the landowner will have to declare what their land use is and that forms the basis of their impact analyses. Additionally, another aspect would be the development agreement, signed by the City and developer, which would memorialize and tie down conditions that run with the land.

Vice Mayor Evans asked why they were proposing to change the zoning code to address the specific legacy properties. Mr. Landsiedel said that the Council convened the roundtables and there were many options explored. The direction given to staff is what they have presented to Council.

Vice Mayor Evans asked why it was a good thing for developers and economic development to make these changes. Mr. Burke said that was a value judgment; not a staff judgment.

Mayor Nabours asked if they could make different zoning procedural rules for different parcels of property. Ms. D'Andrea responded that if the properties were

similarly situated they could not have different rules that apply. Vice Mayor Evans asked how that related to special districts or overlay districts.

Vice Mayor Evans asked, if they knew there was a total of 28 properties, if they could extend an offer to those individuals to fix their problem. Ms. D'Andrea said that she could not give them a yes or no answer without specifics.

Councilmember Barotz said that she recalled at the stakeholders meetings that Nat (White) put forward the idea of corrective rezoning. Ms. D'Andrea said that they did discuss addressing all of those consistent with the Regional Plan to follow one path, and those not consistent another path, but then there could be issues with the Regional Plan being vague enough.

Councilmember Woodson said that there have been circumstances that put fear in people of where they were going with this. He asked Mr. Eastman if what is being proposed had an impact on how they deal with open space. Mr. Eastman said there would be no major change. They are asking for a concept plan.

Councilmember Woodson asked if the proposed changes would impact how they deal with natural resources. Mr. Eastman said that the natural resources would still be indicated, but more in a conceptual way. When they get to the final design plan it would still have to be dealt with.

Councilmember Woodson asked if it impacted dark sky or recycling. Mr. Eastman replied that it did not impact either of those issues. With regard to staff time, the amount of time would not change, however the allocation of time would.

Vice Mayor Evans said that there is a lot of confusion about this, especially since people have stated things that may or may not be correct. The majority of the community does not know.

Vice Mayor Evans asked how they would deal with someone coming forward with a design, but did not know between a hotel or student dorm. Mr. Eastman said there is a big difference between zoning for a hotel and student dorm. They would require the applicant to make that decision. If it was a hotel there would be different impacts than a student dorm. Once that is established the applicant would know how many units and then the City would know how big the footprint would be and determine how big the building would be.

Vice Mayor Evans asked what would happen if they went through the process and then changed the project. Mr. Eastman said that if it was a similar project, such as a hotel but a different hotel, they could move forward, but if they decided to go with a student dorm, it would be a different project and would have to go back through staff, Planning and Zoning Commission and Council.

Councilmember Barotz asked, if they went with the most intense usage for a development because the developer was not sure, how it would impact the adjacent property owners regarding water. Mr. Eastman said that goes back to the policy discussions with Brad Hill. When they have property entitled to water allocation, it is based on that current zoning.

Mr. Burke replied that if the adjacent parcel was RR (for example) the water allocation would be based on the RR zoning. If they wanted to rezone to a higher use, it may impact, but in the terms of their current zoning it would not.

Councilmember Brewster said that she heard a lot of comments about outside developers coming into the area and this process making it easier for them, but it would also make the process easier for the local developers.

Mayor Nabours moved to adopt Resolution No. 2013-22; seconded; passed 5-2 with Vice Mayor Evans and Councilmember Barotz casting the dissenting votes. (Note: Resolution No. 2013-22 was read by title only at the October 15, 2013, Council Meeting)

Mayor Nabours moved to read Ordinance No. 2013-21 for the final time by title only; seconded; passed 5-2 with Vice Mayor Evans and Councilmember Barotz casting the dissenting votes.

AN ORDINANCE ADOPTING THAT CERTAIN DOCUMENT ENTITLED "2013 AMENDMENTS TO CHAPTER 10-20, ADMINISTRATION, PROCEDURES AND ENFORCEMENT," BY REFERENCE; AND THEREBY AMENDING DIVISION 10-20.50, AMENDMENTS TO THE ZONING CODE TEXT AND THE ZONING MAP, AND DIVISION 10-80.20, DEFINITION OF SPECIALIZED TERMS, PHRASES AND BUILDING FUNCTION

Councilmember Barotz said that she would not be voting for the ordinance as she still believes it is not in the community's best interest. She is open to hoping that as the process unfolds that some of the problems will not materialize. She does believe that the ability of the public to meaningfully weigh in is being diminished on a zoning matter, and a rezoning is not an entitlement. She believes the entire community has an investment in ensuring that they know what happened on a piece of property.

Vice Mayor Evans said that she would still be voting no. She said that there are pieces of property that have major issues, but she believes there are other ways to address them. She has a great deal of respect for past Councils, the current Council and staff, but historically citizens have had issues with decisions made by Council and/or staff. She thinks that a good development that comes forward will be as specific as it can be and it will be up to the community to be vigilant to make sure they get the development they want.

Councilmember Brewster said that she believed that the Public Participation, as outlined in the amendment, will allow no less participation.

Mayor Nabours moved to adopt Ordinance No. 2013-21; seconded; passed 5-2 with Vice Mayor Evans and Councilmember Barotz casting the dissenting votes.

16. **DISCUSSION ITEMS**

A. **Regional Plan Discussion #10** – Economic Development

Comprehensive Planning Manager Kimberly Sharp gave a PowerPoint presentation that reviewed this section on Economic Development. She noted that this was the last section in the Regional Plan, but is what all the other elements feed into. She said that the Economic Development Working Group met for nine months and they had the most heated discussions.

Vice Mayor Evans asked that this item be placed on the Parking Lot. She said that on page 3, talking about image, she did not see one specific goal that addresses tourism, and she believed that should be a separate category in this Chapter. Additionally, she did not see anything speaking to economic trades between the City and the many sovereign nations that surround them, and she believes that needs to be a section.

She also said there needs to be more information under Flagstaff Unified School District and, in reference to Section 12, she would like a list of all goals and policies that are linked to the preservation of the resources being leveraged.

Councilmember Brewster noted that the red-line version submitted by the Chamber also addressed the need to have a separate section on tourism.

Mayor Nabours asked what the purpose was of pages 14.8 and 14.9. Ms. Sharp said that a lot of people do look at the Regional Plan and the committee thought it was good to celebrate all of the work force development in the community.

The following individuals spoke on this section of the Regional Plan:

- Michelle Thomas, representing North Country Health Care
- Angela Horvath, representing the Coconino County Health District
- Richard Miller
- Bill McCullough
- Rob Wilson
- Mike Sistak, representing the Flagstaff Chamber of Commerce
- Gaylord Staveley
- Carol Kendall
- Rudy Preston
- Joy Staveley

The following comments were received:

- Supports this section of the Regional Plan
- Consider health in any development
- Chamber has given their list of items
- Chapter should emphasize that economic development has to be more on the private sector
- Need to encourage private funding

- One of the City's strengths is the regional airport
- Emphasize STEM efforts and other school systems, e.g. charter schools
- Part of the intended use of this is to introduce those not familiar with Flagstaff; would suggest removing verbiage such as "low-impact," "green jobs" as it could turn off people before they get involved
- Important to include sections about ecotourism and its impact, and that of outdoor activities, play in tourism
- Distinguish between economic activity and economic development, and activities that expand and diversify the revenue streams. Have blurred the two and missed its mark
- NAU students linked to economic development is misplaced; eliminate or rewrite
- Keep taxes down; economic development is not a role of government
- More important to maintain infrastructure
- Promotion of things like STEM is exactly what is causing the problem of having poor people more and more having trouble making ends meet
- Not enough time spent looking at the way economic development works
- Common core standards do not require calculus
- Chapter seems to focus on inventory
- Less government involvement could better impact economic development

Councilmember Oravits agreed with adding this discussion to the Parking Lot. He agrees with Chamber's position; tourism needs to be focused on. They need to do more with business attraction and retention, but in the private sector as well. Also on the Parking Lot he would like to discuss the election date.

Mayor Nabours agreed that pages 8-9 included too many acronyms. Would also like to add to the Parking Lot further discussion of charter schools in area.

Councilmember Brewster stated that under Higher Education there should be a direct reference as to the students' economic impact on the community.

Vice Mayor Evans suggested that they also include the private colleges, and perhaps get information from Flagstaff Culture Partners on the arts/culture tourism impact.

As permitted at the discretion of the Mayor, Mayor Nabours included a Public Participation at the end of the meeting for those requesting to speak.

PUBLIC PARTICIPATION

Michelle Thomas, Flagstaff, addressed her concerns with the public participation process overall on agenda items and questioned how they could vote in favor of something when the vast majority of those speaking were against it.

Angela Horvath, Flagstaff, asked if the City could provide a translator as they are having more and more people speak in Spanish and others are unable to understand them.

Karen Pedersen, Flagstaff, said after sitting through the meeting that the public has a hard time understanding where and when they need to attend meetings in order to voice their concerns on issues.

17. **POSSIBLE FUTURE AGENDA ITEMS**

Verbal comments from the public on any item under this section must be given during Public Participation (#5) near the beginning of the meeting. Written comments may be submitted to the City Clerk. After discussion and upon agreement of three members of the Council, an item will be moved to a regularly-scheduled Council meeting.

None

18. **INFORMATIONAL ITEMS AND REPORTS FROM COUNCIL AND STAFF, REQUESTS FOR FUTURE AGENDA ITEMS**

Councilmember Barotz asked that agenda wording be made clearer and easier for citizens to understand.

Councilmember Barotz asked if staff could ensure that the call-in system would be working for the 11/26 meeting as she will be out of town but would like to participate in the meeting.

Councilmember Brewster suggested that the Council have a quick session on how it is that they make decisions when it appears the majority of the public is feeling differently. Brief discussion ensued, and concern was voiced on how that could occur.

Vice Mayor Evans said that the City has a major issue with graffiti and it's clean up, with no policy re graffiti on private property. She asked that this item be added to the list for Possible Future Agenda Items. Mayor Nabours said that perhaps they could start with a CCR from staff, with input from legal as well.

Vice Mayor Evans said that she would like to see the Happy House issue on a future agenda. She asked if they have looked at the option of using the ground floor room for meetings. Mr. Burke said that he would reply in an e-mail.

Vice Mayor Evans requested that they receive a list of proposed developments moving forward with potential student housing, and where they are being proposed.

Vice Mayor Evans asked for clarification on the Boulder Pointe issue and whether staff had made a statement to them as the individual had stated.

Vice Mayor Evans asked for a memo re Sinagua Heights. This was the first time she had heard about it and asked where they are at in the process, and where residents can make their comments.

Vice Mayor Evans told Mr. Burke that she knows they have big agendas but she believed that if he would add the requested items to the Possible Future Agenda Items category and let the Council decide whether to move forward with future discussion, it may help him eliminate some of the issues.

Councilmember Oravits said that the Property Maintenance Ordinance is still listed on the City's website as something being worked on, but he thought that had been put to rest.

Regarding the Budget Parking Lot, Councilmember Oravits requested for the 12/4 meeting, discussion of possible money for the Fourth Street area, as he thinks they need to address pedestrian issues.

Councilmember Oravits said that he had a citizen report to him that their sales tax check sometimes takes six to seven days to process through the bank.

Councilmember Oravits requested a quick e-mail on the status of the Arrowhead project.

Mayor Nabours asked that three items be added to the Possible Future Agenda Items list: 1) Charter Review Committee; 2) Establishment of an ad hoc committee to address overhead power lines in viewsheds; and 3) sale of property at Lonetree and Butler to provide funds for affordable housing.

19. **ADJOURNMENT**

The Regular Meeting of the Flagstaff City Council held November 5, 2013, adjourned at 10:10 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

STATE OF ARIZONA)
ss.)
County of Coconino)

I, ELIZABETH A. BURKE, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the meeting of the Council of the City of Flagstaff held November 5, 2013. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 3rd day of December, 2013.

_____
CITY CLERK

MINUTES

COMBINED SPECIAL MEETING/ WORK SESSION
TUESDAY, NOVEMBER 12, 2013
COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
6:00 P.M.

SPECIAL MEETING

1. Call to Order.

Mayor Nabours called the Flagstaff Combined Special Meeting/Work Session of November 12, 2013, to order at 6:05 p.m.

2. Roll Call

Councilmembers present:	**Councilmembers absent:**
MAYOR NABOURS	COUNCILMEMBER WOODSON
VICE MAYOR EVANS	
COUNCILMEMBER BAROTZ	
COUNCILMEMBER BREWSTER	
COUNCILMEMBER ORAVITS	
COUNCILMEMBER OVERTON	

Others present: Deputy City Manager Josh Copley; City Attorney Michelle D'Andrea.

3. **Consideration and Possible Adoption of Ordinance No. 2013-25:** Authorizing the purchase of approximately 2,251 acres known as Observatory Mesa.

Councilmember Overton moved to read Ordinance No. 2013-25 for the final time by title only; seconded; passed unanimously.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF AUTHORIZING THE ACQUISITION AND PURCHASE OF APPROXIMATELY 2,251 ACRES MOST COMMONLY REFERRED TO AS OBSERVATORY MESA.

Councilmember Brewster moved to approve Ordinance No. 2013-25; seconded; passed unanimously.

4. Adjournment

The Special Meeting of the Flagstaff City Council held on November 12, 2013, adjourned at 6:09 p.m.

WORK SESSION

1. Call to Order

Mayor Nabours called the Flagstaff Work Session of November 12, 2013, to order at 6:09 p.m.

2. Public Participation *(Non-Agenda Items Only):*

Public Participation enables the public to address the council about items that are not on the prepared agenda. Anyone wishing to comment at the meeting is asked to fill out a speaker card and submit it to the recording clerk. When the item comes up on the agenda, your name will be called. 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 to have 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.

Grace Thompson, resident, addressed Council about concerns of discrimination in the work place.

3. Preliminary Review of Draft Agenda for the November 19, 2013, City Council Meeting*

**Public comment on draft agenda items may be taken under "Review of Draft Agenda Items" later in the meeting, at the discretion of the Mayor. Citizens wishing to speak on agenda items not specifically called out by the City Council for discussion under the second Review section may submit a speaker card for their items of interest to the recording clerk.*

Mayor Nabours noted that in Section 17 of the agenda, all four items will be removed from the agenda and postponed to a later date. Item 14A and 14B will be moved to the December 3, 2013 Council meeting.

4. Presentation on the City's Investments by the PFM Group

Revenue Director Andy Wagemaker introduced Lauren Brant and Paulina Woo from the PFM Group who has handled the City's investment accounts since 2011. Ms. Brant provided a PowerPoint presentation of an update on the City's investments.

- INVESTMENT PROGRAM UPDATE
- CITY'S INVESTMENT OBJECTIVES
- OVERVIEW OF PFM ASSET MANAGEMENT LLC
- HOW PFM SUPPORTS THE CITY
- PFM'S SERVICES TO THE CITY
- OVERVIEW OF CITY'S CURRENT MANAGED PORTFOLIO
- SECTOR DIVERSIFICATION
- VALUE OF PROACTIVE MANAGEMENT

- PORTFOLIO MATINTAINS ATTRACTIVE YIELD
- LOW INTEREST RATE ENVIRONMENT
- CURRENT INVESTMENT STRATEGY

Councilmember Barotz asked for the cost of the services PFM provides. Ms. Brant stated that the City pays an Assets Under Management fee which equates to less than .1% annually. Over the last two years the City has paid $78,000 and PFM has generated over $280,000 in earnings.

Mayor Nabours noted that as of December 2011 PFM has eliminated nearly all money market accounts. Ms. Brant agreed and clarified that it is just in the managed portfolio; the City still retains a liquidity portion of $7-8 million that is managed internally in addition to the $56 million PFM manages.

Councilmember Oravits asked if the strategy is to continue short term because it is a rising rate environment. Ms. Brant stated that there were securities in the portfolio from 2011 that were gaining higher rates. When interests trended higher there was an advantage to buying US Treasury Security. It is a strategy to stay short to capture the higher levels of return as soon as possible.

Mayor Nabours noted that if the City had simply put all its money into treasury bonds it would have yielded .43% but with the help of PFM the City has yielded an average .63%.

5. Update on a List of Reported Distressed Properties and/or Buildings

Zoning Code Administrator Roger Eastman provided a PowerPoint presentation on distressed properties. The only properties listed in the presentation are those in which the City has had contact with the property owners.

- LIST OF REPORTED DISTRESSED PROPERTIES
- MEETING PURPOSE
- LIST OF REPORTED DISTRESSED PROPERTIES
  - 39 PROPERTIES ON THE INVENTORY
- DISTRESSED PROPERTY INVENTORY
- LOCATIONS OF DISTRESSED PROPERTIES
- INTERACTIVE DISTRESSED PROPERTY MAP
- SAMPLE PHOTOGRAPHS
- 1726 N. KUTCH
  - Never been able to make contact with the property owner.
  - Next step is to hire a landscaper to clear the property, make it safe, and eliminate the rat vermin harborage with a lien back to the homeowner for the cost.
- 523 S. ERNST STREET
- 1809/1811 N. ARROWHEAD AVENUE
- 23 S AGASSIZ STREET
  - Cultural Resources Phase One study completed as this is a structure of historic significance. Currently in the process of completing a Phase Two Cultural Resources Study.

- 46 S. SAN FRANCISCO
  - Cultural Resources Phase One study just submitted to Heritage Preservation Commission for review.
- 251 E. BRANNEN AVENUE
  - A demolition permit has been pulled for the property.
- EXISTING CITY CODE PROVISIONS
- 1997 ABATEMENT OF DANGEROUS BUILDING CODE
- TITLE 4 – BUILDING REGULATIONS
- 1997 HOUSING CODE
- CONCLUSION

Mayor Nabours stated that there are 20 cases where staff action is still needed. Mr. Eastman stated that staff is working as hard as they can with the resources available. There is just not a whole lot of time in the work program to accommodate them all; staff has been dealing with the most extreme first.

Councilmember Oravits stated that he has concerns about the vagueness of the definitions in Chapter Three. It is a matter of interpretation and it needs to go through a process of clearing up the vagueness. Mr. Eastman responded that the Building Official and his staff make the determinations based on experience. The language can be clarified when the code comes back for changes and updates.

Councilmember Brewster asked if properties such as the Tourist Home are dealt with differently due to the fact they are historical in nature. Mr. Eastman responded that there is not a different process but staff includes Karl Eberhard and the Historic Preservation Commission for the examination of the Cultural Resources Study. The primary concern is the health, safety and welfare of the public; it is an attempt to balance historic preservation and historic values with public safety.

Vice Mayor Evans stated that the use of the 1997 codes are good as they are more comprehensive than the proposed Property Maintenance Ordinance the community was asking for and she is not interested in revisiting the codes because they are allowing staff to do the job. The current graffiti codes do not address the cleanup of graffiti on private property and it will be important to address this as soon as possible.

Vice Mayor Evans requested an update on the roof collapse at 621 W. Clay.

Code Enforcement Officer Tom Boughner stated that staff is limited on graffiti enforcement on private property as there is nothing that states graffiti must be covered within a particular time. There are several properties that refuse to let the City cover the graffiti damage; there is a need for a tool that allows the City to step in. Dilapidation brings more dilapidation so it is important to have a reasonable and encompassing ordinance in place.

Councilmember Oravits asked what the tool would be to address graffiti and what exactly is needed from Council. Mr. Eastman explained that staff would need to work with Mr. Burke on that to identify the resources that will help.

The following individuals addressed Council in regards to distressed properties:

- David Monihan
- Derik Spice

Annie Loots, Author of the Cultural Resource Study with SWCA, stated that what started out as a job has now become a labor of love. The study is a new regulatory requirement and it has been a positive element in that it uncovers a lot of historical information about the property and the community. There are truly treasures in town. The City of Flagstaff is unable to do an overlay zone; it is those types of local zoning tools that cities have to protect properties. Proposition 207 precludes the ability for the City to protect these areas with an overlay zone.

A break was held from 7:13 p.m. to 7:27 p.m.

Mayor Nabours asked Council if there is a consensus to ask Mr. Burke to look at adding a position to address distressed properties. A majority of Council would like to have Mr. Burke look into the possibility of adding a position for this purpose.

Mayor Nabours asked if there was a consensus for staff to look into a graffiti ordinance that would allow the City to go onto private property on an emergency basis to remove graffiti, understanding that Zoning and Legal will need to weigh in on what is possible. A majority of Council requested a CCR on the possibility of private property graffiti removal.

6. Regional Plan Discussion #11 – Implementation and Annual Report

Comprehensive Planning Manager Kimberly Sharp provided a PowerPoint presentation on the Implementation and Annual Report.

- REGIONAL PLAN IMPLEMENTATION
- CHAPTER III: DECISION MAKING
- CHAPTER III: DEVELOPMENT PROCESS
- PROPOSED REGIONAL PLAN AMENDMENT PROCESSES

Councilmember Oravits asked if the major plan amendments have to be done in December or just once per year. Ms. Sharp stated that state statute offers a clear process of submittal and it must be approved by December.

Councilmember Barotz inquired about the difference between a major and minor plan amendment in the Open Space category and why one column includes purchase but the other does not. Ms. Sharp explained that purchase means land that is purchased, deeded, or restricted as open space. Councilmember Barotz stated that the language should be clearer because it is confusing. It was requested that this item be placed on the parking lot for further examination.

Mayor Nabours stated that a major amendment would be to change the category of zoning. He asked how the categories came to be decided. Ms. Sharp stated that depending on one's location, map 20 or 19 would be used to determine current zoning. The public indicated that they did not want another zoning map but instead something more broad and flexible. What was really important to the community was to maintain the character. The result was a more broad designation of areas. The community wants

to compromise and they want choices. There are very strategic places for different areas to grow.

Ms. Sharp went on to explain that Appendix D is a list of ideas of metrics that can be used for updates and measurements. Many of these items came out of the public input sessions. Councilmember Oravits requested that a more in depth appendix discussion be added to the parking lot.

Mayor Nabours stated that he could see a possible annual report that is drafted each year that brings forward issues and progress; it may not need to be as detailed as Appendix D is suggesting. Councilmember Overton noted that the appendix seems somewhat bureaucratic and does not believe that some of the things belong in the report. The annual reports from the Water and Sustainability Divisions are very informative and address many of the items in the appendix; a Regional Plan report would be redundant.

Vice Mayor Evans stated that it is important to know how the Regional Plan is doing. If the information is already contained in other reports, a summary can be put together that would be accessible online to the public. The community would benefit from an annual update.

The following individuals addressed Council in regards to the Regional Plan:

- Angela Horvath
- Michelle Thomas
- Tish Bogan-Osmun
- Bill McCullough

Comments received include:

- Add a requirement of questions about Flagstaff's health in the metrics.
- If at the time of the annual report there is new credible information about natural resources, they should be added to the significant resources map.
- The Regional Plan should not be a policy document.
- The amendment process requires close evaluation.

7. Review of Draft Agenda Items for the November 19, 2013, City Council Meeting.*

** Public comment on draft agenda items will be taken at this time, at the discretion of the Mayor.*

Mr. Copley indicated that there is a robust agenda for December 3rd; in managing the time it is requested to open the public hearing at a 5:00 special meeting.

Mayor Nabours stated that public input will be taken on November 19th for the Trailside development with the official public hearing and Council action being held on December 3rd. Vice Mayor Evans noted that according to the Rules of Procedure, public hearings are to be held at 6:00 p.m. She expressed concern about moving the public hearing to 5:00 p.m. that it may not allow for some of the public to attend.

8. Public Participation

Angela Horvath asked Council if decisions will be made and public comments taken at the meeting on December 10th. Mayor Nabours stated that the Board of Supervisors will be giving the City Council their recommendations of the Regional Plan and the public will have the opportunity to address the Council.

9. Informational Items To/From Mayor, Council, and City Manager.

Councilmember Brewster noted that there was a meeting today with the Board of Supervisors and State Legislators to discuss concerns and priorities for the coming year.

Councilmember Overton announced that it is Red Ribbon Week and his oldest child, Madison, was selected to appear on this year's poster. This weekend, anyone with a red ribbon will receive free entrance at the game at NAU.

Vice Mayor Evans reported that she also attended the meeting today with the Board of Supervisors and State Representatives.

Vice Mayor Evans requested information on the total cost the City incurred with regards to the Regional Plan over the last four years.

10. Adjournment

The Flagstaff City Council Work Session of November 12, 2013, adjourned at 8:24 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

MINUTES

JOINT CITY/COUNTY WORK SESSION
MONDAY, NOVEMBER 18, 2013
COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
4:00 P.M.

1. CALL TO ORDER

Mayor Nabours called the Joint City/County Work Session of November 18, 2013, to order at 4:02 p.m.

Notice of Option to Recess Into Executive Session

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this regular meeting, the City Council may vote to go into executive session, which will not be open to the public, for 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

Councilmembers present:	**Councilmembers absent:**
Flagstaff City Council	
MAYOR NABOURS	
VICE MAYOR EVANS	
COUNCILMEMBER BAROTZ	
COUNCILMEMBER BREWSTER	
COUNCILMEMBER ORAVITS	
COUNCILMEMBER OVERTON	
COUNCILMEMBER WOODSON	
Coconino County Board of Supervisors	
CHAIRMAN RYAN	SUPERVISOR FOWLER
SUPERVISOR ARCHULETA	
SUPERVISOR BABBOTT	
SUPERVISOR METZGER	

Others present: City Manager Kevin Burke, County Manager Cynthia Seelhammer, City Attorney Michelle D'Andrea, County Attorney Bill Ring.

3. Public Participation (*Non-Agenda Items Only*):

*Public Participation enables the public to address the council about items that **are not** on the prepared agenda. Public Participation appears on the agenda twice, at the beginning and at the end of the work session. You may speak at one or the other, but not both. Anyone wishing to comment at the meeting is asked to fill out a speaker card and submit it to the recording clerk. When the item comes up on the agenda, your name will be*

called. 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 to have 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.

None.

4. Project Updates.

Ft. Tuthill Entrance

Coconino County Parks Construction Manager Jeff Stein offered a PowerPoint Presentation on the Ft. Tuthill Entrance.

- OVERVIEW
- PROPOSED ALIGNMENTS
- COUNTY, CITY, AND ADOT MAINTENANCE AREAS
- TREE REMOVAL
- COCONINO COUNTY COMMUNITY SERVICES-FUEL WOOD PROGRAM
- FLOOD MITIGATION PROJECTS
- SHADE STRUCTURES AT ROGERS LAKE COUNTY NATURAL AREA
- GRUBBING & ROUGH GRADING
- UNISOURCE GAS LINE RELOCATION
- APS POWER LINE RELOCATION
- PROJECT STATUS

Mr. Stein explained that there are two roundabouts on the east and west alignments. The preliminary phasing is going out to bid in early December. The northbound configuration off of I-17 remains the same. Supervisor Metzger asked how many lanes there will be in each of the roundabouts and what is in the center. Mr. Stein offered that each roundabout will be one lane and a hydro seeded interior. Supervisor Metzger asked how pedestrians and bicyclists will be accommodated. Mr. Stein stated that there are sidewalks and pedestrian lighting available at each of the roundabouts.

Councilmember Oravits asked when the estimated completion date is. Mr. Stein stated that the project was estimated at 21 months but most of the major construction work will be done in 2014.

Chairman Ryan noted that the original Arizona Department of Transportation (ADOT) design was a diamond shape; the roundabouts have reduced the land requirement which is a good thing.

89A Closure

Coconino County Public Works Manager Andy Bertelsen stated that design is underway for the project and ADOT is hopeful to begin construction by next summer and they predict a year-long construction period. BIA route N-20 has been paved and is useable and currently being used as an alternate route to Page from Flagstaff.

Mr. Bertelsen also reported that ADOT is looking at a hard closure of 89A for a pavement preservation and rock scaling project. The closure will be from the overlook of Oak Creek Canyon to approximately the pump house wash (or the bottom of the switchbacks) from the day after Memorial Day weekend through July 2, 2014.

Transportation District/Sales Tax Question Update

Coconino County Manager Cynthia Seelhammer reported that the County is facing a significant shortfall in revenue. There has not been an increase in the gas tax for over 20 years and the State has shifted the gas tax away from the counties and cities over the last five years. Road maintenance issues have had to be funded at a lower level. Over the past five years, the County has reduced costs in a number of areas in an attempt to set aside funds for road maintenance. It is estimated that if road maintenance were performed now there would have to be cuts of 35-40 percent and there would be no more capital improvements or paving maintenance. A Citizen Advisory Committee was formed for transportation; it consists of approximately 33 different individuals. The committee is very engaged and they are asking great questions; it is hoped that this group will generate some possible options for solving the transportation issues. One option that is being looked at is a possible sales tax increase that would help fund the transportation improvements that are needed.

Mayor Nabours asked if the proposed sales tax would apply across Coconino County and include the City of Flagstaff and if the City would get a portion of the sales tax based on population for road maintenance. Ms. Seelhammer indicated that no determinations have been made as of yet. All of that information would be well discussed and decided by the Board of Supervisors.

Councilmember Brewster asked if the sales tax proceeds would assist with County snowplowing. Ms. Seelhammer responded that snowplowing is a separate issue and would not likely be included.

Mayor Nabours asked if this tax would be for structural issues as opposed to maintenance issues. Coconino County Deputy Public Works Director Lucinda Andreani offered that the revenue would be available to cover operations, maintenance, and some capital; however, the first priority is maintenance and operations. If there is funding beyond maintenance and operations that would go to capital projects.

Councilmember Woodson stated that under state statute counties have the ability to impose a half cent tax. Ms. Andreani stated that the County does have that authority but it must be approved by the voters first.

Mr. Burke stated that the City situation is almost identical to the County's. A Council goal of maintaining the existing infrastructure was established some time ago. Staff has done an inventory of the roads and what the conditions currently are and what it would take to bring them up to standard. To get existing streets up to standard it would take $50 million and $4 million ongoing.

The City was down to less than a million dollars for ongoing street maintenance. The City started looking at different ideas and the option of a possible sales tax is being discussed. It has not been settled on and the City Council has directed the Manager to host a Citizen Advisory Committee for transportation which would be in addition to the

Transportation Commission. The City has a little more time because a sales tax election for the City can only be held at a general election which would be November of even years.

Additional expenses are being researched as staff is analyzing utility infrastructure to identify water, sewer and stormwater lines that may need to be replaced under those streets that are in need of improvement. The idea is not to improve the street only to tear them out to do utility improvements. Additionally, sidewalks are another issue. The City is supposed to repair curb and gutter as well as make them ADA compliant when doing street improvements. This is another additional expense. There have also been inquiries to improve the bicycle safety component.

The City is in the process of conducting its Citizen survey and a question is included about a transportation sales tax. Staff anticipates having those results soon.

5. Flagstaff Regional Plan 2030: Place Matters – Public Hearing #1.

Mayor Nabours opened the Public Hearing.

Planning Director Jim Cronk gave a brief history of the Regional Plan process beginning in 2008 with the appointment of a Citizen Advisory Committee made up of 2/3 City residents and 1/3 County residents. The committee met from 2009-2013 with many meetings and open houses, public meetings and study groups. The committee worked for about four years to develop a rough draft that was sent out to the public for input. There were over 700 comments received and what is before the Council is the public hearing draft which incorporated a lot of changes from the public.

The following members of the Citizen Advisory Committee addressed the Council and Board of Supervisors:

- Jerome Naleski
- Nat White
- Carol Bousquet
- Ben Anderson

Comments received included:

- The CAC came to a lot of consensus on many of the items.
- The last three to four chapters were rushed.
- The Regional Plan is a great historic document.
- The concepts, ideas and direction are good and are a representation of the community.
- With regard to compact development, the group discussed the problem of spreading out quicker than filling in. The idea is that it costs all taxpayers to grow out; the economics is to be as compact as possible and utilize what is existing.
- The compression of the last few chapters was in part, due to meeting fatigue and it was important to put pressure on the group to complete. The committee had initially started with the Land Use chapter at the beginning and it has gone full circle to revisit again at the end. Things changed over the years and it brought a different lens on how to look at land use.

- The Regional Plan process is probably one of the most democratic processes that Flagstaff has ever seen.

Planning and Engineering Section Manager of the Arizona State Land Department Mark Edelman addressed the City Council and Board of Supervisors to comment on the Regional Plan. While overall in support of the plan, there is one small disparity in Section 30 which is State land located between Continental Country Club and the Coconino National Forest. The Citizen Advisory Committee chose to designate Section 30 as-is and to leave it outside the City's Urban Growth Boundary while designating Section 20 as Suburban-Future. It is unknown if Section 20 can accommodate the planned densities and activity center. The State Land Department is requesting that Section 30 be assigned as Suburban-Future and the Urban Growth Boundary be extended to include the section.

Mayor Nabours asked what would happen if the plan goes before the voters and fails and if there are any sanctions from the State for not updating the plan as required. Ms. D'Andrea explained that should the plan fail with the voters, the Regional Plan that is currently in place would continue to apply. Additionally, there is no specific remedy listed in the statutes should the plan go without update.

Supervisor Metzger stated that if the plan fails the County Comprehensive Plan would cover the balance of the County.

The following individuals addressed the Council and Board of Supervisors:

- Tish Bogan-Ozman
- Charlotte Welch
- Richard Miller
- Marilyn Weissman
- Gabor Kovacs
- Michelle Thomas
- Sat Best

Comments received included:

- New and credible information on natural and cultural resources should be added to the maps online when they become available.
- Land use and redevelopment versus historic preservation is a concern.
- This is a well written and well documented plan.
- This is a vision for the City, it is not a directive. It is a chance for Flagstaff to come together and talk about where the City wants to go in the future.
- Supportive of compact development because of the affordability, the closeness to public transportation and commercial services, limiting the carbon footprint and preserving open space.
- Do not expand the urban growth boundary as there is plenty of land to build on without further expansion.
- More work is needed on the maps.
- The plan should promote the maintaining of the quality of life and health of all residents.
- Traffic volume will increase and it will need to be dealt with.

A break was held from 5:32 p.m. through 6:03 p.m.

Mayor Nabours closed the Public Hearing.

6. Public Participation

Gabor Kofax, resident, addressed the City Council and Board of Supervisors with a request that all public meetings begin with the Pledge of Allegiance.

7. Informational Items To/From Chairman, Supervisors and County Manager/Mayor, Council and City Manager.

Supervisor Babbott stated that having a diverse group of people on the Citizen Advisory Committee is good; not everyone walked away 100% satisfied but the process of compromise was upheld.

He said both agencies are suffering with the same challenges in transportation and maintenance. Partnerships for improvements are going to be necessary moving forward, there needs to be strong collaboration between the City and County.

The City Council and the Board of Supervisors offered thanks to all who have put work in to the Regional Plan and all those who have given input.

Supervisor Archuleta stated that the Board is looking forward to working with the City on the APS substation. The area is the gateway to the City and Fort Tuthill so it is important that the County and City work together to develop a design that is conducive to Flagstaff and the community.

Councilmember Woodson stated that he and Supervisor Ryan belong to the Rural Transportation Advisory Council; their goal is to make sure that for rural Arizona funding is equitable to what Phoenix and Tucson get. The big goal is to restore funding, and possibly increase funding.

8. Adjournment

The Flagstaff Joint City Council/County Board of Supervisors Work Session of November 18, 2013, adjourned at 6:33 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

MINUTES

REGULAR COUNCIL MEETING
TUESDAY, NOVEMBER 19, 2013
COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
6:00 P.M.

ALL ITEMS ON THE 4:00 P.M. PORTION OF THE MEETING HAVE BEEN MOVED TO THE 6:00 P.M. PORTION. THE REGULAR MEETING OF THE FLAGSTAFF CITY COUNCIL OF NOVEMBER 19, 2013, WILL BEGIN AT 6:00 P.M.

1. CALL TO ORDER

Please see 6:00 p.m. minutes below.

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.

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 of its citizens.

4. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

A. ~~Consideration and Approval of Minutes~~

~~City Council Special Work Session of October 28, 2013; the Work Session of October 29, 2013; the Special Meeting (Executive Session) of October 29, 2013; the Special Meeting (Executive Session) of November 5, 2013; and the Special Meeting (Executive Session) of November 12, 2013~~ . **** MOVED TO THE 6:00 P.M. PORTION OF THE MEETING***

5. PUBLIC PARTICIPATION

Public Participation enables the public to address the Council about an item that is not on the agenda (or is listed under Possible Future Agenda Items). 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.

6. PROCLAMATIONS AND RECOGNITIONS

None

7. APPOINTMENTS

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

None.

8. LIQUOR LICENSE PUBLIC HEARINGS

None.

9. 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.

None.

10. ROUTINE ITEMS

A ~~**Consideration and Approval of (A) Settlement Agreement; (B) Authorization for Litigation:** (A) Vedura Elevation, LLC (Elevation); (B) Campus Crest at Flagstaff II, LLC (The Grove Phase I) and FSL St. Francis Villas, LP (Flagstaff Senior Meadows)~~ ****MOVED TO THE 6:00 P.M. PORTION OF THE MEETING***

RECESS

6:00 P.M. MEETING

RECONVENE

The 4:00 p.m. portion of this meeting was cancelled, with items moving to the 6:00 p.m. portion. Mayor Nabours called the Regular Meeting of the Flagstaff City Council of November 19, 2013, to order at 6:02 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this regular meeting, the City Council may vote to go into executive session, which will not be open to the public, for 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).

11. ROLL CALL

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

Present:

Absent:

MAYOR NABOURS
VICE MAYOR EVANS
COUNCILMEMBER BAROTZ
COUNCILMEMBER BREWSTER
COUNCILMEMBER ORAVITS
COUNCILMEMBER OVERTON
COUNCILMEMBER WOODSON

Others present: City Manager Kevin Burke; City Attorney Michelle D'Andrea.

12. PUBLIC PARTICIPATION

Jessie Dominguez, resident, addressed Council about concerns with the Arrowhead Mobile Home Park.

Rudy Preston, resident, addressed Council about the new zone change process.

13. CARRY OVER ITEMS FROM THE 4:00 P.M. AGENDA

A. ***Consideration and Approval of Minutes**: City Council Special Work Session of October 28, 2013; the Work Session of October 29, 2013; the Special Meeting (Executive Session) of October 29, 2013; the Special Meeting (Executive Session) of November 5, 2013; and the Special Meeting (Executive Session) of November 12, 2013. ****MOVED FROM THE 4:00 P.M. PORTION OF THE MEETING.***

Councilmember Oravits moved to approve [the minutes of the City Council Special Work Session of October 28, 2013; the Work Session of October 29, 2013; the Special Meeting (Executive Session) of October 29, 2013; the Special Meeting (Executive Session) of November 5, 2013; and the Special Meeting (Executive Session) of November 12, 2013]; seconded; passed unanimously.

B. ***Consideration and Approval of (A) Settlement Agreement; (B) Authorization for Litigation:** (A) Vedura Elevation, LLC (Elevation); (B) Campus Crest at Flagstaff II, LLC (The Grove Phase I) and FSL St. Francis Villas, LP (Flagstaff Senior Meadows) ****MOVED FROM THE 4:00 P.M. PORTION OF THE MEETING***

Mayor Nabors explained that this item is in regards to two developments where there were discrepancies in impact fees. The fees required to be paid were not paid due to an error in the billing from the City which was later rectified.

Councilmember Overton moved to approve the settlement agreement with Vedura Elevation, LLC and authorize litigation to collect outstanding balance of sewer capacity fees owed for the Grove Phase I and Flagstaff Senior Meadows; seconded; passed unanimously.

14. PUBLIC HEARING ITEMS

A. **Public Hearing**: Consideration of a Major Amendment to the Flagstaff Regional Plan for Little America Hotels and Resorts, Inc.

Zoning Code Administrator Roger Eastman provided a PowerPoint presentation.

- LITTLE AMERICA HOTELS & RESORTS INC. MAJOR PLAN AMENDMENT APPLICATION
- EXISTING PROPERTY MAPS
- OVERVIEW OF THE PROJECT
- CURRENT REGIONAL PLAN DESIGNATION
- REGIONAL PLAN AMENDMENT REVIEW STEPS
- REGIONAL PLAN AMENDMENT
- ZONE CHANGE APPLICATION
- CONDITIONS OF APPROVAL RECOMMENDED BY THE P&Z COMMISSION
- NEXT STEPS

Mr. Eastman introduced Jeff Zimmerman with Design Workshops, who provided a PowerPoint presentation of the Little America design.

- LITTLE AMERICA HOTELS & RESORTS
- VISION
- ANALYSIS MAPS
- REGIONAL MAP
- EXISTING CONDITIONS
- SLOPE ANALYSIS

- CONCEPT PLAN
- OPEN SPACE FRAMEWORK
- PARKS
- TRAILS
- WETLAND RESTORATION
- RIO DE FLAG: RESTORATION
- PROPOSED CHANNEL CROSS SECTION
- GOLF
- GOALS FOR LITTLE AMERICA GOLF
- WINTER ACTIVITIES
- COMMERCIAL
- RESORT
- NORTHERN RESIDENTIAL
- RESORT RESIDENTIAL
- SOUTHERN RESIDENTIAL
- ACCESS: EXISTING ROADS
- ACCESS: LITTLE AMERICA
- ACCESS: LITTLE AMERICA AND CANYON DEL RIO
- ACCESS: CONNECTIONS
- IMPROVED ENTRANCE
- UTILITIES: EXISTING INFRASTRUCTURE
- CONCEPT SUMMARY
- COMMUNITY BENEFITS

Councilmember Brewster asked when construction is planned to begin if approved and how long it will take for completed development. Mr. Zimmerman responded that there is currently a 12 year development cycle planned, the construction may not start for three to four years. If the amendment is approved they can begin the next steps and at that point be clearer in a start date and construction duration.

Utilities Engineering Manager Ryan Roberts continued the presentation with Utility information.

- GIS WATER MAP

Mr. Roberts explained that the results of the utility analysis concluded that the 24 inch line from Butler would need a secondary line into the development. This would actually help with demand in the area but also cause a challenge which is why the City is requiring the water line from the south as well. Having connectivity is important; there has been a good attempt to tie into the neighboring community of Canyon Del Rio. In addition to the loop there will be a well, pump house and an 800,000 gallon storage tank.

- GIS SEWER MAP
- GIS RECLAIMED WATER MAP

The existing reclaimed line is adequate to serve the six parks and golf course. The issue is with the water resources. The issue is more of the constraints. There are some bottlenecks that keep the water from getting from Wildcat to the east

side of the City. There is an 8-inch bottleneck at Sinagua High School that will need to be replaced, an upsized water line will need to be included and there will need to be a pump house to alleviate the high pressure.

- RECLAIMED WATER: REQUIREMENTS & SUPPLY

Little America has requested .61 million gallons per day and the City can offer .56 million gallons per day.

Councilmember Overton asked about the location of the pump house and if there are requirements on where it can be located. Mr. Roberts explained that it can be located anywhere but it is likely that it will be located on the Little America property as they already own that land.

Councilmember Barotz noted that it is too early to talk about consumption or promise of supply because there are too many unknowns. Once Little America applies for reclaimed water the City can say what is available. Mr. Roberts stated that the City is not committing the reclaimed water at this time. The City will commit on the sewer side when they plat. Right now staff can tell them what is available at this time but that is subject to change over time.

Councilmember Barotz asked what the City's summertime situation has been historically with regard to supply. Mr. Roberts explained that during summertime usage there is more demand than supply. This summer potable water had to be used to subsidize the reclaimed water. Councilmember Barotz asked if the improvements will alleviate the problem based on current users. Utilities Director Brad Hill stated that the peak week for the last several summers have been problematic. The summer of 2013 was an anomaly as it lasted longer than a typical summer because of the problems with Wildcat. With capital improvements the City will be able to add additional supplies which will solve some of the peak week issues with existing customers.

Mr. Burke offered that there are two issues, there are times with ample supply but the City is not able to distribute due to bottlenecks in the system. The other issue is limited supply. The issue is being resolved in that ADEQ is allowing class A water to be distributed and infrastructure is being put in place to return to A+ water. Mr. Hill added that until the infrastructure problems are solved the same issues will continue for summers to come.

Vice Mayor Evans inquired about who would be covering the cost of the improvements to fix the distribution issues. Mr. Roberts explained that the City will be submitting the project through the Capital Improvement Project program; if Little America needs for it to be done on a faster track then they would need to do the improvements. The City has a plan to fix it over a period of time.

Mayor Nabours opened the Public Hearing.

The following individuals spoke in favor of the Little America development and plan amendment:

- Mike Loven
- David Monihan
- Mike Sistak
- Kent Wick
- Joy Staveley
- Richard Bowen

The following individuals spoke against the Little America development and plan amendment:

- Kathleen Nelson
- Rudy Preston
- Moran Henn
- Liz Baldwin
- Wilma Ennenga

A break was held from 7:17 p.m. through 7:28 p.m.

Mayor Nabours closed the public hearing.

Councilmember Barotz stated that if the golf course is considered public it needs to be priced accordingly so as not to price out most of the public. Mr. Zimmerman stated that as a resort operator there will be reserved tee times for conference goers but that will not be all the tee times. In terms of cost, a price has not yet been set.

Councilmember Barotz also asked for the Council to consider a condition to keep the golf course open should the resort close. The golf course is being identified as open space so it should remain that way should the resort close.

Vice Mayor Evans asked for additional information about the impact fees associated with the project. She would like to better understand how the impact fees can help offset some of the capital projects and assist with the treatment plant issues. She also requested additional information about the traffic access at the southern end of the development as well as flooding information and how it relates with Canyon Del Rio and Little America. Mr. Eastman explained that the information requested will be seen at the rezone level should the project be approved for the plan amendment. There are two different levels of impact analysis but they vary depending on the current state. At the plan amendment phase a general analysis is done and at the rezone there is a more detailed analysis.

Vice Mayor Evans asked if it is possible for Little America to be denied reclaimed water if and when they apply. Mr. Hill stated that it is indeed possible for them to be denied reclaimed water. As of December 2012 Utilities has not approved any additional reclaimed water agreements until the infrastructure issues are resolved.

Councilmember Barotz asked for Mr. Zimmerman to explain the makeup of the 500 jobs that are anticipated to be created with the development.

Mr. Zimmerman stated that the number is after the build out of the project, it would be hotel workers, clubhouse workers and retail workers, and it is not referring to the construction jobs that will be used in the development. Councilmember Barotz followed up with an inquiry on the anticipated number of jobs created outside of Little America. Terry Harrington with Design Workshop stated that there is an anticipated 774 secondary jobs outside of the Little America property that are being created.

Councilmember Barotz asked how the uncertainty of the reclaimed water plays into the project should it not be available. Mr. Zimmerman explained that he is not sure. If the plan amendment is approved the next step would be to look at the design more in depth for the rezone request. There is not an answer to that now but it will be something that is definitely considered as the process moves forward.

Councilmember Overton asked what the current zoning and land use designation is for the property and what the owner could do should they wish to no longer move forward with the amendment process and rezoning. Mr. Eastman stated that the current zoning is estate residential and highway commercial. It would be a subdivision plat for the residential area with one unit per acre and site plan review for the commercial portion. Councilmember Overton indicated that the proposal before them currently is preferable to the existing designations as it allows for better land use.

15. REGULAR AGENDA

A. Consideration and Approval of Agreement: Consideration of Amendment Two to the Fourth Amended and Restated Development Agreement and Waiver ("Amendment") between the City of Flagstaff and Flagstaff Aspen Place, LLC, and Alliance Bank of Arizona, for Aspen Place at the Sawmill Commercial Parcels.

Councilmember Woodson declared a conflict and left the dais at 8:13 p.m.

Current Planning Manager Mark Sawyers provided a PowerPoint presentation on the Aspen Place at the Sawmill.

- OVERALL PROCESS
- AMENDMENT TWO TO THE FOURTH AMENDED DEVELOPMENT AGREEMENT
- DEVELOPMENT AGREEMENT
- THIRD AMENDMENT TO DEVELOPMENT INCENTIVE AGREEMENT

Mayor Nabours asked if the City is giving up anything that it is entitled to with this amendment. Mr. Burke offered that the City is getting an additional concession of $25,000 for affordable housing. The incentive agreement has been consistent and the City is adding some additional controls.

Mayor Nabours moved to approve the proposed Amendment to the Development Agreement between the City of Flagstaff and Flagstaff Aspen Place, LLC, and Alliance Bank of Arizona as recommended by city staff and

authorize the Mayor to sign the agreement; seconded; passed 6-0 with Councilmember Woodson abstaining (not present).

B. **Consideration and Approval of Contract:** Third Amendment to Development Incentive Agreement between the City of Flagstaff, Aspen Place North, L.L.C. and Alliance Bank of Arizona.

Mayor Nabours moved to approve the Third Amendment to Development Incentive Agreement between the City of Flagstaff, Aspen Place North, L.L.C. and Alliance Bank of Arizona; seconded; passed 6-0 with Councilmember Woodson abstaining (not present).

C. **Consideration and Adoption of Ordinance No. 2013-23:** An ordinance amending the Flagstaff Zoning Map designation of approximately 3.15 acres of real property located at 601 East Piccadilly Drive from HC (Conditional), Highway Commercial Conditional, to HC (Conditional), Highway Commercial Conditional, by removing, modifying and replacing those conditions previously imposed (Aspen Place North).

Mayor Nabours moved to read Ordinance No. 2013-23 by title only for the final time; seconded; passed 6-0 with Councilmember Woodson abstaining (not present).

AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL AMENDING THE FLAGSTAFF ZONING MAP DESIGNATION OF APPROXIMATELY 3.15 ACRES OF REAL PROPERTY LOCATED AT 601 EAST PICCADILLY DRIVE FROM HC (CONDITIONAL), HIGHWAY COMMERCIAL CONDITIONAL, TO HC (CONDITIONAL), HIGHWAY COMMERCIAL CONDITIONAL, BY REMOVING, MODIFYING AND REPLACING CONDITIONS PREVIOUSLY IMPOSED

Mayor Nabours moved to adopt Ordinance No. 2013-23; seconded; passed 6-0 with Councilmember Woodson abstaining (not present).

D. **Consideration and Adoption of Resolution No. 2013-29:** A resolution approving a Pre-Annexation Agreement between the Grand Canyon Trust and the City of Flagstaff, Arizona, opening the opportunity for a connection to the City sewer system.

Councilmember Woodson returned to the dais at 8:25 p.m.

Planning Development Manager Brian Kulina offered a PowerPoint presentation on the Pre-Annexation Agreement with the Grand Canyon Trust.

- CONSIDERATION & ADOPTION OF RESOLUTION 2013-29
- PRE-ANNEXATION AGREEMENT BETWEEN THE GRAND CANYON TRUST AND CITY OF FLAGSTAFF

Councilmember Barotz asked if a property can be in the pre-annexation stage indefinitely. Mr. Kulina explained that this particular agreement does not have an expiration date. Due to their size the property owners have been actively working

to get other adjacent property owners on board to fulfill the size requirements for an annexation, it is possible that they never annex.

Councilmember Woodson moved to read Resolution No. 2013-29 by title only; seconded; passed unanimously.

A RESOLUTION OF THE CITY OF FLAGSTAFF, ARIZONA APPROVING A PRE-ANNEXATION AGREEMENT BETWEEN THE CITY OF FLAGSTAFF AND THE GRAND CANYON TRUST

Councilmember Woodson moved to adopt Resolution No. 2013-29; seconded; passed unanimously.

16. DISCUSSION ITEMS

A. **Discussion of Resolution No. 2013-30:** A resolution amending the Flagstaff Area Regional Land Use and Transportation Plan to change the land use designation of approximately 4.02 acres of real property located at 600 West University Heights Drive from Parks and Recreation to High Density Residential (Changing Land Use Designation for Trailside Apartments). ***The Public Hearing for this item will be held on December 3, 2013.***

No public comment.

B. **Discussion of Ordinance No. 2013-24:** An ordinance amending the Flagstaff Zoning Map designation of approximately 4.02 acres of real property located at 600 West University Heights Drive from "SC", Suburban Commercial, to "HR", High Density Residential (Amending Zoning Map for Trailside Apartments). ***The Public Hearing for this item will be held on December 3, 2013.***

No public comment.

C. **Regional Plan: Council Policy 'Parking Lot' Pending Discussion Items**

Planning Director Jim Cronk provided two handouts to the City Council. There are 135 items on the parking lot list plus the Planning and Zoning Commission recommendations. For a path forward staff suggests having Council prioritize the parking lot in terms of what should be discussed first. These recommendations should be submitted via email to staff by Monday, November 25 at 10 a.m.

Mr. Burke noted that it is unlikely that Council will get through all 135 items. If through the prioritizing exercise there are three or more Councilmembers who would like to discuss an item further those items will be discussed first.

Councilmember Oravits stated that there are a lot of items he would like to discuss however there are three main topics for him. He stated that he is willing to hold back on all other items if Land Use and compact development, Transportation, and overall complexity of the plan are discussed.

17. POSSIBLE FUTURE AGENDA ITEMS

Verbal comments from the public on any item under this section must be given during Public Participation (#5) near the beginning of the meeting. Written comments may be submitted to the City Clerk. After discussion and upon agreement of three members of the Council, an item will be moved to a regularly-scheduled Council meeting.

None.

18. INFORMATIONAL ITEMS AND REPORTS FROM COUNCIL AND STAFF, REQUESTS FOR FUTURE AGENDA ITEMS

Vice Mayor Evans stated that she had a meeting with residents on Lockett to discuss traffic concerns especially speeding and the difficulty they have with getting out of their properties on Lockett. She requested information on an alternate route such as Linda Vista where there are no issues with backing out of properties.

Mr. Burke stated that he gave two presentations last week. The first was to the Western Region Strategy Committee on Wildland Fire Management. He talked about Flagstaff's Watershed Protection Project and how Flagstaff is doing all the things that align with the national cohesive strategy of wildland fire management. There are 12 western states that participate and Flagstaff's example got their attention and they are looking forward to showcasing Flagstaff on the national stage.

The second presentation was on the Resiliency Study at the University of Arizona and the Resolution that Council passed. It was well received as a more practical approach to some of the climate and weather related disaster issues.

Mayor Nabours stated that Good Earth Power is the company that took over the 4FRI contract and they are starting to move the project forward.

19. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held November 19, 2013, adjourned at 9:10 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

STATE OF ARIZONA)
ss.)
County of Coconino)

I, ELIZABETH A. BURKE, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the meeting of the Council of the City of Flagstaff held November 19, 2013. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 3rd day of December, 2013.

_____
CITY CLERK

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, Deputy City Clerk
Date:	11/25/2013
Meeting Date:	12/03/2013

TITLE:

Consideration of Appointments: Airport Commission.

RECOMMENDED ACTION:

Make two appointments to terms expiring October 2016.

Policy Decision or Reason for Action:

By making the above appointment, the Airport Commission will be at full membership.

There are four applications on file and they are as follows:

Mary Lou Hagan (new applicant)
William Hagan (new applicant)
Aaron Riley (new applicant)
Russ Yelton (new applicant)

Financial Impact:

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

Connection to Council Goal:

Effective governance.

Has There Been Previous Council Decision on This:

None.

Options and Alternatives:

1) Appoint two Commissioners: by appointing two members at this time, the Airport Commission be at full membership, allowing the group to meet and provide recommendations to the City Council.

2) Table the action to allow for further discussion or expand the list of candidates.

Background/History:

The Airport Commission consists of seven citizens serving three-year terms. There are currently two seats available.

Please note that Russ Yelton has applied for both the Airport Commission and the Planning and Zoning Commission, he will only be able to serve on one.

The Airport Commission is responsible for reviewing and reporting to the Council on the development of the Airpark and on matters affecting the operation and efficiency of the airport, using the Airport Master Plan as a guide.

Key Considerations:

It is important to fill the vacancies so as to allow the Commission to continue meeting on a regular basis.

Community Benefits and Considerations:

The City's boards, commissions, and committees were created to foster public participation and input and to encourage Flagstaff citizens to take an active role in city government.

Community Involvement:

INFORM: Board members and City staff have informed the community of these vacancies though word of mouth in addition to the vacancies being posted on the City's website.

Expanded Options and Alternatives:

COUNCIL INTERVIEW TEAM:
Councilmember Overton
Councilmember Barotz

Attachments: Airport Commission Roster
Airport Commission Authority
Airport Commission Applicant Roster
Airport Commission Applications

City of Flagstaff, AZ

AIRPORT COMMISSION MEMBERS

NAME	APPOINTED	TERM EXPIRES	TRAINING COMPLETED
Brace, Roger	**06/07/2011**	**10/14**	**10/20/2011**
Facility Electrical/W. L. Gore 603 W. Beal Rd. Flagstaff, AZ 86001 Home Phone: 556-9123 Term: 1st			
Evans, Matthew	**11/17/2010**	**10/13**	**No**
Vice-President/Relationship Mgr./National Bank of America 2138Tombaugh Way Flagstaff, AZ 86001 Cell Phone: 600-1387 Term: (1st 1/08 - 10/10; 2nd 10/10 - 10/13)			
Gavin, April	**12/04/2012**	**10/15**	**02/16/2012**
Executive Assistant/Flagstaff Chamber of Commerce 2520 E. Linda Vista Flagstaff, AZ 86004 Work Phone: 928-774-4505 Term: (1st 2/12 - 10/12; 2nd 10/12-10/15)			
Keegan, Jack	**02/07/2012**	**10/14**	**10/08/2008**
Retired 3295 S. Tehama Circle Flagstaff, AZ 86001 Home Phone: 928-266-0889 Term: (1st 10/08 - 10/11; 2nd 10/11 - 10/14)			

Marxen, Terry	**03/05/2013**	**10/13**	**No**
Owner/Terry Marxen Cheverolet 1520 W. Tolchaco Rd. Flagstaff, AZ 86001 Work Phone: 928-774-2794 Term: (1st 10/09-10/12; 2nd 03/13 - 10/13)			
Shankland, Paul	**02/07/2012**	**10/14**	**No**
Director and Installation Commander/U.S. Navel Observatory 3217 West Lois Lane Flagstaff, AZ 86001 Home Phone: 336-508-6317 Term: (1st 2/12 - 10/14)			
Wallace, James	**12/04/2012**	**10/15**	**No**
CEO/Greystoke Engineering 4443 E. Burning Tree Loop Flagstaff, AZ 86004 Cell Phone: 928-380-0976 Term: (1st 12/12-10/15)			

Staff Representative: Barney Helmick

As Of: November 21, 2013

CHAPTER 2-11
FLAGSTAFF AIRPORT COMMISSION

SECTIONS:

2-11-001-0001 COMMISSION CREATED:
2-11-001-0002 COMPOSITION; TERMS:
2-11-001-0003 ORGANIZATION:
2-11-001-0004 COMPENSATION:
2-11-001-0005 MEETINGS:
2-11-001-0006 ACTIONS OF THE COMMISSION:

SECTION 2-11-001-0001 COMMISSION CREATED:

There is hereby established the Flagstaff Airport Commission to be composed of seven[1] (7) members who shall meet as hereinafter provided to consider and deliberate upon matters of concern to the City Council and citizens that affect the operation and efficiency of the airport toward the end of providing an optimum level of services within available resources using the Airport Master Plan as a basic guide. (Ord. 1897, 11/21/95)

(Ord. No. 1897, Amended, 11/21/95)

SECTION 2-11-001-0002 COMPOSITION; TERMS:

The composition of the membership of the Commission shall be as follows:

A. A Councilmember, designated by the City Council, to serve as a non-voting, ex-officio member. (Res. 1045, 9-20-77)

B. Seven (7) members to be appointed by the City Council who shall serve for three (3) year terms, on a staggered basis. (Ord. 1897, 11/21/95)

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

The Mayor
The City Manager
The Airport Manager
The FAA Tower Operator

D. A quorum shall be one more than half the voting members.

(Ord. No. 1897, Amended, 11/21/95); (Ord. No. 2007-03, Amended 02/06/2007)

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[1] Ordinance No. 1897, adopted 11/21/95, reduced the amount of membership from nine to seven; however, when the final ordinance was printed and signed, the numbers had inadvertently been reversed. The City Code reflects the intent of the action taken by the City Council.

SECTION 2-11-001-0003 ORGANIZATION:

At the first meeting after appointment and at the first meeting held in any calendar year thereafter, the members of the Commission shall elect a Chairperson and Vice-Chairperson. (Ord. No. 2007-03, Amended 02/06/2007)

SECTION 2-11-001-0004 COMPENSATION:

The members of the Commission may be reimbursed by the City for necessary travel and subsistence expenses, but shall not receive compensation for their services. Any such travel must be approved in advance by the City Council or the City Manager with all budgetary considerations taken into account.

SECTION 2-11-001-0005 MEETINGS:

The Commission shall hold regular monthly meetings, which shall at all times be open to the public, the time and place of said meetings shall be posted in accordance with any currently applicable Arizona State Statutes regulating public meetings and proceedings (open meeting laws). Special meetings may be called by the Chairperson on twenty-four (24) hours' notice.

SECTION 2-11-001-0006 ACTIONS OF THE COMMISSION:

A. The Commission, with the consent of the City Manager, may call on all City divisions for assistance in the performance of its duties, and it shall be the duty of such divisions to render such assistance to the Commission as may be reasonably required.

B. All discussions, deliberations, actions and recommendations of the Commission shall be advisory to the City Council, and such advisories as the Commission may from time to time make shall be forwarded to the City Council through the City Manager. (Res. 1045, 9-20-77)

City of Flagstaff, AZ

AIRPORT COMMISSION APPLICANTS

NAME	APPOINTED	TERM EXPIRES	TRAINING COMPLETED
Hagan, Mary Lou			**No**
4100 N. Fanning Dr. Apt. 4 Flagstaff, AZ 86004 Home Phone: 928-255-5621			
Hagan, William			**No**
Retired Flagstaff, AZ 86004 Home Phone: 928-255-5621			
Riley, Aaron			**No**
Branch Manager/Enterprise Holdings 5404 E. Cortland Blvd #249 Flagstaff, AZ 86004 Cell Phone: 928-380-5224			
Yelton, Russ			**No**
President/CEO/NACET 2787 N. Fairview Drive Flagstaff, AZ 86004 Cell Phone: 828-582-6323			

Staff Representative: **Barney Helmick**

As Of: **November 21, 2013**

IMPORTANT NOTICE: The City Council may consider appointments to boards and commissions in executive sessions which are closed to the public, and then make the appointments in a public meeting. You have the right, however, to have your application considered in a public meeting by providing a written request to the City Clerk.

CITY OF FLAGSTAFF
APPLICATION TO SERVE ON A BOARD/COMMISSION

RETURN TO: CITY CLERK'S OFFICE, 211 WEST ASPEN AVENUE, FLAGSTAFF, AZ 86001

PLEASE NOTE THAT THIS INFORMATION IS A PUBLIC RECORD.
APPLICATIONS WILL BE KEPT ON FILE FOR ONE YEAR!

DATE: 08/08/2013

BOARD/COMMISSION YOU WISH TO SERVE ON: Airport Commission

IF APPLICABLE, TYPE OF SEAT FOR WHICH YOU ARE QUALIFIED: _____

YOUR NAME: Mary Lou Hagan **HOME PHONE:** 928-255-5621

HOME ADDRESS: 4100 N. Fanning Dr. Apt.4 Flagstaff, AZ **ZIP:** 86004

MAILING ADDRESS (If Different from Above): _____

EMPLOYER: _____ **JOB TITLE:** _____

BUS. PHONE: _____ **CELL:** 856-316-2615 **E-MAIL** _____

PLEASE INDICATE PREFERRED TELEPHONE: **HOME** **WORK** X **CELL**

BACKGROUND INFORMATION: Please explain how your community activities and other relevant experience/ interests are applicable to this board or commission.

Member of the Governor's General Aviation Commission of New Jersey.
An FAA Safety Team Representative for Philadelphia District
AOPA Representative for N81
Retired Senior Air Traffic Control assistant (Chief Sim Pilot) for FAA Contractor at Hughes Testing Center
Past Chairman of Delaware Chapter of International Association of Women Pilots

Why do you want to serve on the board or commission you listed? (Attach additional page if needed.)

EAA Flight Leader for "Young Eagles"
Licensed Commercial, Muti Engine Instrument Pilot
Homeland Security Aviation First Responder
NE and Mid Atlantic Angel Flight Pilot
Volunteer Pilot for the Marine Mammal Stranding Center

I believe I could add some new experience and knowledge to the Board. I am a third generation pilot with a love of aviation

I understand that any information provided above is a public record and I certify that I meet the City Charter requirement of living within the Flagstaff City limits and have read and understand the right to have my application considered in a public meeting.

Mary Lou Hagan
Applicant Signature

The City of Flagstaff is an Equal Opportunity/Affirmative Action Employer.

RECEIVED
AUG 13 2013

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CITY OF FLAGSTAFF
APPLICATION TO SERVE ON A BOARD/COMMISSION

RETURN TO: CITY CLERK'S OFFICE, 211 WEST ASPEN AVENUE, FLAGSTAFF, AZ 86001

PLEASE NOTE THAT THIS INFORMATION IS A PUBLIC RECORD.
APPLICATIONS WILL BE KEPT ON FILE FOR ONE YEAR!

DATE: 08/08/2013

BOARD/COMMISSION YOU WISH TO SERVE ON: Airport

IF APPLICABLE, TYPE OF SEAT FOR WHICH YOU ARE QUALIFIED:

YOUR NAME: William T. Hagan **HOME PHONE:** 928-255-5621

HOME ADDRESS: 4100 N. Fanning Dr., Apt 4, Flagstaff, AZ **ZIP:** 86004

MAILING ADDRESS (If Different from Above):

EMPLOYER: Retired **JOB TITLE:**

BUS. PHONE: **CELL:** 856-316-2314 **E-MAIL**

PLEASE INDICATE PREFERRED TELEPHONE: X **HOME** **WORK** **CELL**

BACKGROUND INFORMATION: Please explain how your community activities and other relevant experience/ interests are applicable to this board or commission.

30 Years Quality Control Inspector
13 Years Transportation Employee
Instrumented Rated Private Pilot
Angel Flight Pilot
Homeland Security Aviation First Responder

Why do you want to serve on the board or commission you listed? (Attach additional page if needed.)

EAA Young Eagle Flight Leader
Volunteer Pilot for Marine Mammel Stranding Center

I can bring practical Aviation Knowledge and experience to the Board. I have extensive aircraft knowledge.

I understand that any information provided above is a public record and I certify that I meet the City Charter requirement of living within the Flagstaff City limits and have read and understand the right to have my application considered in a public meeting.

William T. Hagan
Applicant Signature

The City of Flagstaff is an Equal Opportunity/Affirmative Action Employer.

RECEIVED
AUG 13 2013

Stacy Saltzburg

From: noreply@civicplus.com
Sent: Friday, March 15, 2013 11:52 PM
To: Elizabeth Burke; Stacy Saltzburg
Subject: Online Form Submittal: Board/Commission Application

If you are having problems viewing this HTML email, click to view a Text version.

Board/Commission Application

Important Notice:
The City Council may consider appointments to boards and commissions in executive sessions which are closed to the public, and then make the appointments in a public meeting. You have the right, however, to have your application considered in a public meeting by providing a written request to the City Clerk.

Application to Serve on a Board/Commission

Please note that this information is a public record.

Date:*	3/15/2013		
Board/Commission you wish to serve on:*	Airport		
If applicable, type of seat for which you are qualified:			

Your Information

Name:*	Aaron Riley	Home Phone:*	928-380-5224
Home Address:*	5404 E Cortland Blvd #249	Zip:*	86004
Mailing Address (If different from above):			
Employer:*	Enterprise Holdings	Job Title:*	Branch Manager
Business Phone:	928-779-1975	Cell:	928-380-5224
E-mail:*	aaronius.az@gmail.com		
Indicate preferred telephone:*	( ) Home ( ) Work	(X) Cell	

Background Information

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.
I am the Branch Manager for Enterprise Holdings at the Flagstaff Pulliam Airport. I oversee operations for our company's the three rental car brands of Alamo, National, and Enterprise. The experiences gained in my seventeen years of managing land-side businesses at airports would prove beneficial to include in any airport related conversation. I would bring a unique land-side business operator's perspective to a board currently dominated by air-side operators or enthusiasts.
Why do you want to serve on the board or commission you listed?
I am very pro-airport and growth. The long-term viability of Flagstaff and the entire Northern Arizona region is contingent on being connected to the rest of the world. I want to help guide our airport into it's inevitable and destined role of being The Northern Arizona Regional Airport.

By submitting this electronic form, I acknowledge that any information provided above is a public record, and I certify that I meet the City Charter requirement of living within the Flagstaff City limits and have read and understand the right to have my application considered in a public meeting.

* indicates required fields.

The following form was submitted via your website: Board/Commission Application

Date:: 3/15/2013

Board/Commission you wish to serve on:: Airport

If applicable, type of seat for which you are qualified::

Name:: Aaron Riley

Home Phone:: 928-380-5224

Home Address:: 5404 E Cortland Blvd #249

Zip:: 86004

Mailing Address (If different from above)::

Employer:: Enterprise Holdings

Job Title:: Branch Manager

Business Phone:: 928-779-1975

Cell:: 928-380-5224

E-mail:: aaronius.az@gmail.com

Indicate preferred telephone:: Cell

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.: I am the Branch Manager for Enterprise Holdings at the Flagstaff Pulliam Airport. I oversee operations for our company's the three rental car brands of Alamo, National, and Enterprise. The experiences gained in my seventeen years of managing land-side businesses at airports would prove beneficial to include in any airport related conversation. I would bring a unique land-side business operator's perspective to a board currently dominated by air-side operators or enthusiasts.

Why do you want to serve on the board or commission you listed?: I am very pro-airport and growth. The long-term viability of Flagstaff and the entire Northern Arizona region is contingent on being connected to the rest of the world. I want to help guide our airport into it's inevitable and destined role of being The Northern Arizona Regional Airport.

Additional Information:
Form submitted on: 3/15/2013 11:51:58 PM
Submitted from IP Address: 81.17.16.170
Referrer Page: No Referrer - Direct Link
Form Address: http://az-flagstaff3.civicplus.com/Forms.aspx?FID=166

IMPORTANT NOTICE: The City Council may consider appointments to boards and commissions in executive sessions which are closed to the public, and then make the appointments in a public meeting. You have the right, however, to have your application considered in a public meeting by providing a written request to the City Clerk.

RECEIVED
FEB 25 2013

CITY OF FLAGSTAFF
APPLICATION TO SERVE ON A BOARD/COMMISSION

RETURN TO: CITY CLERK'S OFFICE, 211 WEST ASPEN AVENUE, FLAGSTAFF, AZ 86001

PLEASE NOTE THAT THIS INFORMATION IS A PUBLIC RECORD.
APPLICATIONS WILL BE KEPT ON FILE FOR ONE YEAR!

DATE: February 21, 2013

BOARD/COMMISSION YOU WISH TO SERVE ON: Airport Commission

IF APPLICABLE, TYPE OF SEAT FOR WHICH YOU ARE QUALIFIED:

YOUR NAME: Russ Yelton **HOME PHONE:** 928-266-1965

HOME ADDRESS: 2787 N. Fairview Drive Flagstaff, AZ **ZIP:** 86004

MAILING ADDRESS (If Different from Above):

EMPLOYER: NACET **JOB TITLE:** President/CEO

BUS. PHONE: 928-213-9234 **CELL:** 828-582-6323 **E-MAIL** rdyelton@yahoo.com

PLEASE INDICATE PREFERRED TELEPHONE: **HOME** **WORK** **CELL**

BACKGROUND INFORMATION: Please explain how your community activities and other relevant experience/ interests are applicable to this board or commission.

As we work with a variety of companies in the region, the airport and its continued success is critical to many of the high technology companies that we are working with. As the companies mature, for many of them access to consistent flights will impact their ability to stay and grow in Northern Arizona. I would like to be a voice for the business community on this Commission.

Why do you want to serve on the board or commission you listed? (Attach additional page if needed.)

I am interested in serving on this commission because of the importance the airport plays in economic development. This infrastructure is critical to many companies in the Flagstaff region and the continued growth of the airport is critical to future company development. I would like to see the airport expand it's number of providers beyond the current single airline that we now have while at the same time ensuring that the relationship with that carrier as they undergo a future merger is strong and that they remain in Flagstaff.

I understand that any information provided above is a public record and I certify that I meet the City Charter requirement of living within the Flagstaff City limits and have read and understand the right to have my application considered in a public meeting.

Russ Yelton

Applicant Signature

The City of Flagstaff is an Equal Opportunity/Affirmative Action Employer.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, Deputy City Clerk
Date:	11/25/2013
Meeting Date:	12/03/2013

TITLE:

Consideration of Appointments: Water Commission.

RECOMMENDED ACTION:

Make three appointments to terms expiring December 2016.

Policy Decision or Reason for Action:

By making appointments to the vacancies, the Water Commission will be at full membership.

There are five applications on file and they are as follows:

Willis Jensen
George Kladnik
Jim McCarthy
John Nowakowski (current member)
Karin Wadsack (current member)

Financial Impact:

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

Connection to Council Goal:

Effective governance.

Has There Been Previous Council Decision on This:

None.

Options and Alternatives:

1) Appoint three Commissioners: by appointing members at this time, the Water Commission will be at full membership, allowing the group to continue meeting to provide recommendations to the City Council.

2) Table the action to allow for further discussion or expand the list of candidates.

Background/History:

The Water Commission consists of nine citizens serving three year terms. Additionally, the Chair of the Planning and Zoning Commission serves as a non-voting member during their term of office. There are currently three citizen seats available.

As a note, applicant Jim McCarthy is currently serving on the Planning and Zoning Commission with a term expiring December 2013 which makes him eligible to sit on the Water Commission if so selected. Mr. McCarthy has also applied for reappointment to the Planning and Zoning Commission; he is not able to serve on both commissions at the same time.

This Commission is charged to review matters such as extensions of the water and sewer collection systems, treatment and use of water furnished by the City, treatment and disposal of the City's sewage system effluent, and water/sewer rates.

Key Considerations:

It is important to fill the vacancies so as to allow the Commission to continue meeting on a regular basis.

Community Benefits and Considerations:

The City's boards, commissions, and committees were created to foster public participation and input and to encourage Flagstaff citizens to take an active role in city government.

Community Involvement:

INFORM: Board members and City staff have informed the community of these vacancies through word of mouth in addition to the vacancies posting on the City's website.

Expanded Options and Alternatives:

COUNCIL INTERVIEW TEAM:
Mayor Nabours
Councilmember Oravits

Attachments: Water Commission Roster
Water Commission Authority
Water Commission Applicant Roster
Water Commission Applications

City of Flagstaff, AZ

WATER COMMISSION MEMBERS

NAME	APPOINTED	TERM EXPIRES	TRAINING COMPLETED
Cortner, Hanna	**12/04/2012**	**12/15**	**10/20/2011**
Cortner and Associates 6064 E. Mountain Oaks Dr. Flagstaff, AZ 86004 Home Phone: 928-526-1514 Term: (1st 2/10 - 12/12; 2nd 12/12 - 12/15)			
Garner, Bradley	**04/03/2012**	**12/14**	**03/12/2013**
Hydrologist/US Geological Survey 3407 N. Patterson Blvd. Flagstaff, AZ 86004 Cell Phone: 443-841-6972 Term: (1st 4/12 - 12/14)			
Kersey, Richard J.	**12/04/2012**	**12/14**	**10/20/2011**
President/CEO/Orenda Management, Inc. 2600 E. Hemberg Drive Flagstaff, AZ 86004-6853 Home Phone: 928-527-6855 Term: (1st 3/07-12/09; 2nd 12/09-12/12; 3rd 12/12-12/14)			
Ketter, Brian	**12/04/2012**	**12/15**	**03/12/2013**
Associate/WL Gore 822 W. Birch Avenue Flagstaff, AZ 86001 Cell Phone: 928-853-5889 Term: (1st 11/10 - 12/12; 2nd 12/12 - 12/15)			

Malin, John Director of Golf Operations/In Celebration of Golf Management 1040 N. Lakepoint Way Flagstaff, AZ 86004 Cell Phone: 928-864-6158 Term: (1st 12/12-12/15)	**12/04/2012**	**12/15**	**No**
McCarthy, Jim PLANNING AND ZONING COMMISSION REPRESENTATIVE / NON-VOTING Sr. Project Engineer/Retired from Honeywell 2087 Fresh Aire Street Flagstaff, AZ 86001-2898 Home Phone: 928-779-3748	**02/05/2008**	**Indefinite**	**04/24/2008**
Nowakowski, John Retired 3798 N. Zurich St. Flagstaff, AZ 86004 Cell Phone: 928-607-8371 Term: (1st 8/09 - 12/10; 2nd 12/10 - 12/13)	**11/16/2010**	**12/13**	**10/20/2011**
Shinham, C. Robert Civil Engineer/Retired 1544 West Daydream Drive Flagstaff, AZ 86001 Home Phone: 928-214-6129 Term: (1st 3/09 - 12/11; 2nd 12/11 - 12/14)	**04/03/2009**	**12/14**	**04/18/2007**
Wadsack, Karin Renewable Energy Prog. Coord./NAU / EN3 Professionals LLC 525 S Oleary St. Flagstaff, AZ 86001 Cell Phone: 928-669-0112 Term: (1st 10/11 - 12/13)	**10/18/2011**	**12/13**	**03/12/2013**
Z-VACANT,		**12/13**	**No**

Staff Representative: **Hill / Alter**

As Of: **November 21, 2013**

CHAPTER 2-04
WATER COMMISSION

SECTIONS:

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

SECTION 2-04-001-0001 PURPOSE AND EFFECT:

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

SECTION 2-04-001-0002 DEFINITIONS:

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

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

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

COUNCIL: The Council of the City of Flagstaff.

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

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

STORMWATER RUNOFF: The direct response of a watershed or drainage area to precipitation from a storm event and/or snowmelt and includes surface and subsurface runoff or drainage that enters a watercourse, street, storm drain or other concentrated flow during and following precipitation.

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

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

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

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

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

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

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

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

SECTION 2-04-001-0003 DECLARATION OF POLICY:

The Mayor and Council of the City declare that one of the most important duties of the City is to furnish its citizens with water, to collect, treat and dispose of sewage, to reclaim and distribute wastewater, and to develop and implement and effective stormwater management program. It is further declared that production and distribution of water, and collection, treatment, reclamation and disposal of sewage, and management of stormwater within and without its corporate limits

requires special investigation and sound recommendations. In order to insure these objectives, both from the standpoint of economy and convenience, a Commission is required to investigate extensions, and priority of extensions, of the water, sewer, and reclaimed wastewater systems; the use and priority of use of water furnished by the City; the treatment, reclamation, and ultimate disposal of the resultant effluent of the sewage system of the City; the management of stormwater; and make appropriate recommendations. (Ord. 1789, 01/05/93)

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

SECTION 2-04-001-0004 WATER COMMISSION:

There is hereby established a Water Commission. There shall be seven 9voting members of said Commission, who shall consist of:

A. Nine (9) voting members to be appointed by the Council of the City, who shall serve for three (3) year terms on a staggered basis.

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

C. The City Council may designate a Councilmember representative as a non-voting, ex-officio member of the Commission.

D. Membership on the Commission shall terminate if any member has two (2) consecutive unexcused absences. The Chair shall determine, prior to any meeting, if a member's absence is excusable. (Ord. 1926, 12/17/96)

(Ord. No. 1789, Amended, 01/05/93; Ord. No. 1926, Amended, 12/17/96; (Ord. No. 2007-12, Amended 02/06/2007) (; Ord. No. 2009-08, Amended, 03/03/09)

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

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

The City Manager
The City Attorney
The City Engineer
The City Utilities Director, and
The Coconino County Manager or designated representative.

B. At the first meeting held in any calendar year, the members of the Commission shall elect a Chair and a Vice Chair from among its voting members. (Ord. 1789, 01/05/93)

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

SECTION 2-04-001-0006 MEETINGS:

The meetings of the Commission shall be held at the time and place adopted for the regular monthly meetings of the Commission. Meetings shall be conducted in accordance with the Board and Commission Members' Handbook adopted by resolution of the Flagstaff City council, and in compliance with all other local, state, and federal laws.

A quorum shall be one more than half the voting membership of the Commission.

Ord. 1789, 01/05/93; Ord. No. 2007-12, Amended 02/06/2007; Ord. No. 1789, Amended, 01/05/93; Ord. No. 2009-08, Amended, 03/03/09

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

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

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

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

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

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

SECTION 2-04-001-0008 ACTION ON APPLICATION:

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

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

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

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

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

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

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

SECTION 2-04-001-0011 INVESTIGATIONS:

In addition to those other duties, as provided by this Chapter, the Commission shall study and be responsible for the evaluation of the long range water needs of the City as well as the review and evaluation of the City water conservation program. It shall, on request after investigation and upon consideration of an orderly, normal increase of the population of the City, make recommendations to the Council

regarding exploration and development and new and additional water resources. The Commission shall recommend to the City Council measures it deems necessary to protect existing and potential water resources.

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

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

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

City of Flagstaff, AZ

WATER COMMISSION APPLICANTS

NAME	APPOINTED	TERM EXPIRES	TRAINING COMPLETED
Jensen, Willis			No
Statistician/W.L. Gore & Associates 2780 N. Eddy Drive Flagstaff, AZ 86001 Home Phone: 928-226-6948			
Kladnik, George			No
President Advanced Analytical/Self-employed 3530 N. Monte Vista Dr. Flagstaff, AZ 86004 Home Phone: 928-213-5712			
McCarthy, Jim	02/05/2008		04/24/2008
Sr. Project Engineer/Retired from Honeywell 2087 Fresh Aire Street Flagstaff, AZ 86001-2898 Home Phone: 928-779-3748			
Nowakowski, John	11/16/2010	12/13	10/20/2011
Retired 3798 N. Zurich St. Flagstaff, AZ 86004 Cell Phone: 928-607-8371 Term: (1st 8/09 - 12/10; 2nd 12/10 - 12/13)			
Odegaard, Charlie			No
Owner/Odegaard's Sewing Center 1639 W. Stevanna Way Flagstaff, AZ 86001 Cell Phone: 928-853-2262			

City of Flagstaff, AZ

Wadsack, Karin	**10/18/2011**	**12/13**	**03/12/2013**

Project Director/NAU
33 Trail of the Woods
Flagstaff, AZ 86001
Cell Phone: 928-669-0112
Term: (1st 10/11 - 12/13)

Staff Representative: Hill / Alter

As Of: November 26, 2013

Stacy Saltzburg

From: noreply@civicplus.com
Sent: Saturday, November 16, 2013 10:26 PM
To: Elizabeth Burke; Stacy Saltzburg
Subject: Online Form Submittal: Board/Commission Application

If you are having problems viewing this HTML email, click to view a Text version.

Board/Commission Application

Important Notice:
The City Council may consider appointments to boards and commissions in executive sessions which are closed to the public, and then make the appointments in a public meeting. You have the right, however, to have your application considered in a public meeting by providing a written request to the City Clerk.

Application to Serve on a Board/Commission

Please note that this information is public information.

Date:*	11/16/2013		
Board/Commission you wish to serve on:*	Water		
If applicable, type of seat for which you are qualified:			

Your Information

Name:*	Willis Jensen	Home Phone:*	928-226-6948
Home Address:*	2780 N Eddy Drive	Zip:*	86001
Mailing Address (If different from above):			
Employer:*	W.L. Gore & Associates	Job Title:*	Statistician
Business Phone:		Cell:	
E-mail:*	willisjensen@yahoo.com		
Indicate preferred telephone:*	(X) Home ( ) Work	( ) Cell	

Background Information

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.
I have spent the last 7 years as a member, vice chair and chair of the Transportation Commission. I filled a partial term and then 2 full terms which is the most one can do. I enjoyed the opportunity to work on a variety of matters related to all types of transportation, pedestrian, bicycles and vehicular traffic. I want to continue to serve the community on a commission.
Why do you want to serve on the board or commission you listed?
As I reviewed recent agendas and minutes, it looks like there is a lot of review and evaluation of rates and the underlying methodologies for calculating them. As a professional statistician, I feel that my objectivity and data based decision making skills would be valuable in helping making appropriate recommendations as a commission. Other commissions meet at times during the middle of the day which would be difficult for me given my employment schedule. The water commission has later in the afternoon meetings which is a better time for me.

By submitting this electronic form, I acknowledge that any information provided above is public information, and I certify that I meet the City Charter requirement of living within the Flagstaff City limits and have read and understand the right to have my application considered in a public meeting.

* indicates required fields.

The following form was submitted via your website: Board/Commission Application

Date:: 11/16/2013

Board/Commission you wish to serve on:: Water

If applicable, type of seat for which you are qualified::

Name:: Willis Jensen

Home Phone:: 928-226-6948

Home Address:: 2780 N Eddy Drive

Zip:: 86001

Mailing Address (If different from above)::

Employer:: W.L. Gore & Associates

Job Title:: Statistician

Business Phone::

Cell::

E-mail:: willisjensen@yahoo.com

Indicate preferred telephone:: Home

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.: I have spent the last 7 years as a member, vice chair and chair of the Transportation Commission. I filled a partial term and then 2 full terms which is the most one can do. I enjoyed the opportunity to work on a variety of matters related to all types of transportation, pedestrian, bicycles and vehicular traffic. I want to continue to serve the community on a commission.

Why do you want to serve on the board or commission you listed?: As I reviewed recent agendas and minutes, it looks like there is a lot of review and evaluation of rates and the underlying methodologies for calculating them. As a professional statistician, I feel that my objectivity and data based decision making skills would be valuable in helping making appropriate recommendations as a commission. Other commissions meet at times during the middle of the day which would be difficult for me given my employment schedule. The water commission has later in the afternoon meetings which is a better time for me.

Additional Information:
Form submitted on: 11/16/2013 10:25:32 PM
Submitted from IP Address: 97.117.151.243
Referrer Page: http://www.flagstaff.az.gov/index.aspx?NID=1883
Form Address: http://az-flagstaff3.civicplus.com/Forms.aspx?FID=166

Stacy Saltzburg

From: noreply@civicplus.com
Sent: Tuesday, November 05, 2013 9:39 PM
To: Elizabeth Burke; Stacy Saltzburg
Subject: Online Form Submittal: Board/Commission Application

If you are having problems viewing this HTML email, click to view a Text version.

Board/Commission Application

Important Notice:
The City Council may consider appointments to boards and commissions in executive sessions which are closed to the public, and then make the appointments in a public meeting. You have the right, however, to have your application considered in a public meeting by providing a written request to the City Clerk.

Application to Serve on a Board/Commission

Please note that this information is public information.

Date:*	11/05/2013
Board/Commission you wish to serve on:*	Water Commission
If applicable, type of seat for which you are qualified:	

Your Information

Name:*	George A Kladnik	Home Phone:*	928-213-5712
Home Address:*	3530 N Monte Vista Drive	Zip:*	86004-1771
Mailing Address (If different from above):			
Employer:*	Self-employed Consultant	Job Title:*	President Advanced Analytical
Business Phone:	415-699-2516	Cell:	415-699-2516
E-mail:*	gakaa@aol.com		
Indicate preferred telephone:*	(X) Home ( ) Work	( ) Cell	

Background Information

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.
I have an extensive academic and professional background in science and public administration in the analytical instrument and services, water treatment, drug development, and new power conversion and analytical instrument development. I have a BA from UCSB and attended Brandeis U. in a PhD program under a NSF fellowship in public administration with a focus on environmental problems. After graduate school I spent three years working in Washington, DC on environmental problems before going into the analytical instrument and services fields at all levels, inc. upper management. My wife and I have lived in Flagstaff since 2003 and I am a member of the F3 Technical Water Committee focused on new water and ww treatment technology relevant to Flagstaff's water treatment issues.
Why do you want to serve on the board or commission you listed?
Adequate supply and water quality are critical to Flagstaff's economic and environmental well-being, and it is essential we have sound conservative water supply and treatment plans in place to ensure a vibrant community, especially with the threat of climate change in the area and older wastewater treatment facilities that need to be up-graded to prevent serious aquifer contamination. There is new wastewater treatment technology for removal of both organic and inorganic contaminants now entering the market that will enable safe recycling and production of potable reclaimed water. The City needs to be proactive, not reactive to its water needs, for the costs could be much higher by only addressing the issues incrementally, and not systemically. My wife and I want to stay in Flagstaff, and water quality is of key importance to us and I have relevant experience that can help.

By submitting this electronic form, I acknowledge that any information provided above is public information, and I certify that I meet the City Charter requirement of living within the Flagstaff City limits and have read and understand the right to have my application considered in a public meeting.

* indicates required fields.

The following form was submitted via your website: Board/Commission Application

Date:: 11/05/2013

Board/Commission you wish to serve on:: Water Commission

If applicable, type of seat for which you are qualified::

Name:: George A Kladnik

Home Phone:: 928-213-5712

Home Address:: 3530 N Monte Vista Drive

Zip:: 86004-1771

Mailing Address (If different from above)::

Employer:: Self-employed Consultant

Job Title:: President Advanced Analytical

Business Phone:: 415-699-2516

Cell:: 415-699-2516

E-mail:: gakaa@aol.com

Indicate preferred telephone:: Home

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.: I have an extensive academic and professional background in science and public administration in the analytical instrument and services, water treatment, drug development, and new power conversion and analytical
instrument development. I have a BA from UCSB and attended Brandeis U. in a PhD program under a NSF fellowship in public administration with a focus on environmental problems. After graduate school I spent three years working in Washington, DC on environmental problems before going into the analytical instrument and services fields at all levels, inc. upper management. My wife and I have lived in Flagstaff since 2003 and I am a member of the F3 Technical Water Committee focused on new water and ww treatment technology relevant to Flagstaff's water treatment issues.

Why do you want to serve on the board or commission you listed?: Adequate supply and water quality are critical to Flagstaff's economic and environmental well-being, and it is essential we have sound conservative water supply and treatment plans in place to ensure a vibrant community, especially with the threat of climate change in the area and older wastewater treatment facilities that need to be up-graded to prevent serious aquifer contamination. There is new wastewater treatment technology for removal of both organic and inorganic contaminants now entering the market that will enable safe recycling and production of potable reclaimed water. The City needs to be proactive, not reactive to its water needs, for the costs could be much higher by only

addressing the issues incrementally, and not systemically. My wife and I want to stay in Flagstaff, and water quality is of key importance to us and I have relevant experience that can help.

Additional Information:
Form submitted on: 11/5/2013 9:39:06 PM
Submitted from IP Address: 24.121.174.44
Referrer Page: No Referrer - Direct Link
Form Address: http://az-flagstaff3.civicplus.com/Forms.aspx?FID=166

Stacy Saltzburg

From: noreply@civicplus.com
Sent: Sunday, November 03, 2013 3:56 PM
To: Elizabeth Burke; Stacy Saltzburg
Subject: Online Form Submittal: Board/Commission Application

If you are having problems viewing this HTML email, click to view a Text version.

Board/Commission Application

Important Notice:
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Application to Serve on a Board/Commission

Please note that this information is public information.

Date:*	11/03/2013		
Board/Commission you wish to serve on:*	Water Commission		
If applicable, type of seat for which you are qualified:			

Your Information

Name:*	Jim McCarthy	Home Phone:*	928-779-3748
Home Address:*	2087 W. Fresh Aire St.	Zip:*	86001-2898
Mailing Address (If different from above):			
Employer:*	Retired from Honeywell	Job Title:*	Engineering Manager
Business Phone:		Cell:	
E-mail:*	jm436mc@gmail.com		
Indicate preferred telephone:*	(X) Home	( ) Cell	
	( ) Work		

Background Information

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.
I have a strong background applicable to the Water Commission. I am a mechanical engineer, with technical and business experience. I have a master degree in land use planning. I completed courses in organic, inorganic, and water chemistry. I focused essentially all my graduate course projects on water policy. After my master degree, I completed a water law and science course (ASU LAW-691/GPH-598). I served as the non-voting Planning and Zoning Commission liaison to the Water Commission for several years. I have attended Coconino Plateau Water Advisory Council meetings.
Why do you want to serve on the board or commission you listed?
For our form of government, citizens must be involved. I am qualified to serve on the Water Commission and consider it my responsibility to do so. The commission needs members with the background to understand complex issues, and needs a balanced membership. I not only have the technical and business background, I have an appreciation of the significance of water to our present and future residents. In light of the rule that a person may not serve on two commissions, and since my sixth and final year on the P&Z Commission is completed in December 2013, I will resign my P&Z position if appointed to the Water Commission.

By submitting this electronic form, I acknowledge that any information provided above is public information, and I certify that I meet the City Charter requirement of living within the Flagstaff City limits and have read and understand the right to have my application considered in a public meeting.

* indicates required fields.

The following form was submitted via your website: Board/Commission Application

Date:: 11/03/2013

Board/Commission you wish to serve on:: Water Commission

If applicable, type of seat for which you are qualified::

Name:: Jim McCarthy

Home Phone:: 928-779-3748

Home Address:: 2087 W. Fresh Aire St.

Zip:: 86001-2898

Mailing Address (If different from above)::

Employer:: Retired from Honeywell

Job Title:: Engineering Manager

Business Phone::

Cell::

E-mail:: jm436mc@gmail.com

Indicate preferred telephone:: Home

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.: I have a strong background applicable to the Water Commission. I am a mechanical engineer, with technical and business experience. I have a master degree in land use planning. I completed courses in organic, inorganic, and water chemistry. I focused essentially all my graduate course projects on water policy. After my master degree, I completed a water law and science course (ASU LAW-691/GPH-598). I served as the non-voting Planning and Zoning Commission liaison to the Water Commission for several years. I have attended Coconino Plateau Water Advisory Council meetings.

Why do you want to serve on the board or commission you listed?: For our form of government, citizens must be involved. I am qualified to serve on the Water Commission and consider it my responsibility to do so. The commission needs members with the background to understand complex issues, and needs a balanced membership. I not only have the technical and business background, I have an appreciation of the significance of water to our present and future residents.
In light of the rule that a person may not serve on two commissions, and since my sixth and final year on the P&Z Commission is completed in December 2013, I will resign my P&Z position if appointed to the Water Commission.

Additional Information:
Form submitted on: 11/3/2013 3:55:53 PM
Submitted from IP Address: 184.101.133.29

Referrer Page: http://www.flagstaff.az.gov/index.aspx?nid=994
Form Address: http://az-flagstaff3.civicplus.com/Forms.aspx?FID=166

Stacy Saltzburg

From: noreply@civicplus.com
Sent: Wednesday, October 30, 2013 7:20 PM
To: Elizabeth Burke; Stacy Saltzburg
Subject: Online Form Submittal: Board/Commission Application

If you are having problems viewing this HTML email, click to view a Text version.

Board/Commission Application

Important Notice:
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Application to Serve on a Board/Commission

Please note that this information is public information.

Date:*	10/30/2013		
Board/Commission you wish to serve on:*	Water Commission		
If applicable, type of seat for which you are qualified:			

Your Information

Name:*	John Nowakowski	Home Phone:*	928 607 8371
Home Address:*	3798 N Zurich Str	Zip:*	86004
Mailing Address (If different from above):			
Employer:*	Retired	Job Title:*	Retired / Self Employeed
Business Phone:		Cell:	928 607 8371
E-mail:*	janflg2003@msn.com		
Indicate preferred telephone:*	( ) Home ( ) Work	(X) Cell	

Background Information

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.
Currently on Commission for the last 4 years, serving a fill-in term and a full term. I would be willing to serve another term should the Council re-appoint.
Why do you want to serve on the board or commission you listed?
Being one of the few members who has gone through the last rate study process and I believe that experience would be helpful for the upcoming study.

By submitting this electronic form, I acknowledge that any information provided above is public information, and I certify that I meet the City Charter requirement of living within the Flagstaff City limits and have read and understand the right to have my application considered in a public meeting.

* indicates required fields.

The following form was submitted via your website: Board/Commission Application

Date:: 10/30/2013

Board/Commission you wish to serve on:: Water Commission

If applicable, type of seat for which you are qualified::

Name:: John Nowakowski

Home Phone:: 928 607 8371

Home Address:: 3798 N Zurich Str

Zip:: 86004

Mailing Address (If different from above)::

Employer:: Retired

Job Title:: Retired / Self Employeed

Business Phone::

Cell:: 928 607 8371

E-mail:: janflg2003@msn.com

Indicate preferred telephone:: Cell

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.: Currently on Commission for the last 4 years, serving a fill-in term and a full term. I would be willing to serve another term should the Council re-appoint.

Why do you want to serve on the board or commission you listed?: Being one of the few members who has gone through the last rate study process and I believe that experience would be helpful for the upcoming study.

Additional Information:
Form submitted on: 10/30/2013 7:19:37 PM
Submitted from IP Address: 24.121.14.149
Referrer Page: http://www.flagstaff.az.gov/index.aspx?nid=994
Form Address: http://az-flagstaff3.civicplus.com/Forms.aspx?FID=166

IMPORTANT NOTICE: The City Council may consider appointments to boards and commissions in executive sessions which are closed to the public, and then make the appointments in a public meeting. You have the right, however, to have your application considered in a public meeting by providing a written request to the City Clerk.

CITY OF FLAGSTAFF
APPLICATION TO SERVE ON A BOARD/COMMISSION

RETURN TO: CITY CLERK'S OFFICE, 211 WEST ASPEN AVENUE, FLAGSTAFF, AZ 86001

PLEASE NOTE THAT THIS INFORMATION IS PUBLIC INFORMATION.
APPLICATIONS WILL BE KEPT ON FILE FOR ONE YEAR!

DATE: 11/25/13

BOARD/COMMISSION YOU WISH TO SERVE ON: Water Commission

IF APPLICABLE, TYPE OF SEAT FOR WHICH YOU ARE QUALIFIED: _____

YOUR NAME: Charlie Odegaard HOME PHONE: 928-853-2262

HOME ADDRESS: 1639 W. Stevanna Way ZIP: 86001

MAILING ADDRESS (If Different from Above): _____

EMPLOYER: Odegaard's Sewing Ctr. JOB TITLE: Owner

BUS. PHONE: 928-774-2331 CELL: 928-853-2262 E-MAIL: odegaardc@infomagic.net

PLEASE INDICATE PREFERRED TELEPHONE: ☐ HOME ☐ WORK ☒ CELL

BACKGROUND INFORMATION: Please explain how your community activities and other relevant experience/ interests are applicable to this board or commission.

I'm a business owner. Odegaard's Sewing Center for the past 23 years. I also served on Shepherd of the Hills Church Council and as it's President.

Why do you want to serve on the board or commission you listed? (Attach additional page if needed.)

1. Reclaim water. There is not enough to serve the community needs. I would like to bring my experience as a business owner with budgeting so more funds are available to increase →

I understand that any information provided above is public information and I certify that I meet the City Charter requirement of living within the Flagstaff City limits and have read and understand the right to have my application considered in a public meeting.

Charlie Odegaard

Applicant Signature

The City of Flagstaff is an Equal Opportunity/Affirmative Action Employer.

Reclaim water capacity.

2. Rates. I'm concerned how rates are set and how it affects low income consumers.

3. Landfill. How can we get more life out of our landfill for it's life is running shortly.

Stacy Saltzburg

From: noreply@civicplus.com
Sent: Friday, November 22, 2013 11:58 AM
To: Elizabeth Burke; Stacy Saltzburg
Subject: Online Form Submittal: Board/Commission Application

If you are having problems viewing this HTML email, click to view a Text version.

Board/Commission Application

Important Notice:
The City Council may consider appointments to boards and commissions in executive sessions which are closed to the public, and then make the appointments in a public meeting. You have the right, however, to have your application considered in a public meeting by providing a written request to the City Clerk.

Application to Serve on a Board/Commission

Please note that this information is public information.

Date:*	11/22/13		
Board/Commission you wish to serve on:*	Water		
If applicable, type of seat for which you are qualified:			

Your Information

Name:*	Karin Wadsack	Home Phone:*	928 699 0112
Home Address:*	33 Trail of the Woods	Zip:*	86001
Mailing Address (If different from above):			
Employer:*	NAU	Job Title:*	Project Director
Business Phone:		Cell:	
E-mail:*	Karin@Wadsack.com		
Indicate preferred telephone:*	(X) Home ( ) Work	( ) Cell	

Background Information

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.
I am a member of the Water Commission currently and hope to continue my service. Please see my original application for further details on my previous work and experiences. In my current term of service I've had the opportunity to tour some of Flagstaff's water infrastructure facilities, and I've learned a fair amount about the systems, policies, City government operations, and citizen points of view that all influence decisions about current and future water use and services in Flagstaff.
Why do you want to serve on the board or commission you listed?
I am a member of the Water Commission currently and hope to continue my service.

By submitting this electronic form, I acknowledge that any information provided above is public information, and I certify that I meet the City Charter requirement of living within the Flagstaff City limits and have read and understand the right to have my application considered in a public meeting.

* indicates required fields.

The following form was submitted via your website: Board/Commission Application

Date:: 11/22/13

Board/Commission you wish to serve on:: Water

If applicable, type of seat for which you are qualified::

Name:: Karin Wadsack

Home Phone:: 928 699 0112

Home Address:: 33 Trail of the Woods

Zip:: 86001

Mailing Address (If different from above)::

Employer:: NAU

Job Title:: Project Director

Business Phone::

Cell::

E-mail:: Karin@Wadsack.com

Indicate preferred telephone:: Home

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.: I am a member of the Water Commission currently and hope to continue my service. Please see my original application for further details on my previous work and experiences. In my current term of service I've had the opportunity to tour some of Flagstaff's water infrastructure facilities, and I've learned a fair amount about the systems, policies, City government operations, and citizen points of view that all influence decisions about current and future water use and services in Flagstaff.

Why do you want to serve on the board or commission you listed?: I am a member of the Water Commission currently and hope to continue my service.

Additional Information:
Form submitted on: 11/22/2013 11:57:40 AM
Submitted from IP Address: 216.105.223.192
Referrer Page: http://www.flagstaff.az.gov/index.aspx?nid=1883
Form Address: http://az-flagstaff3.civicplus.com/Forms.aspx?FID=166

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, Deputy City Clerk
Date:	11/25/2013
Meeting Date:	12/03/2013

TITLE:

Consideration of Appointments: Planning and Zoning Commission.

RECOMMENDED ACTION:

Make two appointments to terms expiring December 2016.

Policy Decision or Reason for Action:

By making the above appointments, the Planning and Zoning Commission will be at full membership and will be able to continue meeting on a regular basis. There are seven applications on file, they are as follows:

Stephen Dorsett (current member)
Jim McCarthy (current member) (has also applied to Water Commission)
Mickey Mercer (new applicant)
Tad Riggs (new applicant)
Steve Thibault (new applicant)
Paul Turner (new applicant)
Russ Yelton (new applicant)

Financial Impact:

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

Connection to Council Goal:

Effective governance.

Has There Been Previous Council Decision on This:

None.

Options and Alternatives:

1) Appoint two Commissioners: By appointing members at this time, the Planning and Zoning Commission will be at full membership, allowing the group to meet and provide recommendations to the City Council.

2) Table the action to allow for further discussion or expand the list of candidates.

Background/History:

The Planning and Zoning Commission consists of seven citizens serving three-year terms. There are currently two seats available.

Please note that Jim McCarthy has applied for both the Planning and Zoning Commission and the Water Commission; he will only be able to serve on one.

Please note that Russ Yelton has applied for both the Planning and Zoning Commission and the Airport Commission; he will only be able to serve on one.

This commission serves as an advisory board to the Council on matters relating to the growth and physical development of the City. The commission also conducts hearings on amendments to the Zoning Map, tentative subdivision plats, and Development Review Board appeals.

Key Considerations:

It is important to fill the vacancies so as to allow the Commission to continue meeting on a regular basis.

Community Benefits and Considerations:

The City's boards, commissions, and committees were created to foster public participation and input and to encourage Flagstaff citizens to take an active role in city government.

Community Involvement:

INFORM: The vacancies are posted on the City's website and individual recruitment and mention of the opening by Board members and City staff has occurred, informing others of these vacancies through word of mouth.

Expanded Options and Alternatives:

COUNCIL INTERVIEW TEAM:
Mayor Nabours
Councilmember Woodson

Attachments: P&Z Roster
P&Z Authority
P&Z Applicant Roster
P&Z Applications

City of Flagstaff, AZ

PLANNING AND ZONING COMMISSION MEMBERS

NAME	APPOINTED	TERM EXPIRES	TRAINING COMPLETED
Carpenter, David	**01/15/2013**	**12/15**	**03/18/2010**
Owner/Hope Construction 538 S. Fountaine St. Unit 3 Flagstaff, AZ 86001 Cell Phone: 928-380-5808 Term: (1st 2/10-12/12; 2nd 12/12-12/15)			
Dorsett, Stephen	**12/21/2010**	**12/13**	**10/20/2011**
President/Architect/Shapes & Forms Architects 1823 W. Heavenly Court Flagstaff, AZ 86001 Work Phone: 213-9626 Term: (1st 6/09-12/10; 2nd 12/10-12/13)			
Jackson, Steve	**01/15/2013**	**12/15**	**No**
Owner/Broker/Coldwell Banker NARICO 4417 E. Burning Tree Loop Flagstaff, AZ 86004 Work Phone: 928-226-3188 Term: (1st 1/13-12/15)			
McCarthy, Jim	**12/22/2010**	**12/13**	**04/24/2008**
Sr. Project Engineer/Retired from Honeywell 2087 W. Fresh Aire St. Flagstaff, AZ 86001-2898 Home Phone: 779-3748 Term: (1st 2/08-12/10; 2nd 12/10-12/13)			
Moore, Paul	**09/21/2010**	**12/14**	**08/24/2008**
Architect/Self 1665 N. Turquoise Dr. Flagstaff, AZ 86001 Work Phone: 773-1624 Term: (1st 9/10-12/11; 2nd 12/11-12/14)			

Pfeiffer, Tina	**01/15/2013**	**12/15**	**02/16/2012**
Mortgage Loan Officer/Prime Lending 4391 E. Savannah Cir. Flagstaff, AZ 86004 Cell Phone: 928-600-3143 Term: (1st 9/11-12/12; 2nd 12/12-12/15)			
Ramsey, Justin	**02/07/2012**	**12/14**	**11/04/2013**
Senior Project Manager/Westland Resources, Inc. 950 N. Sinagua Hts. Drive Flagstaff, AZ 86001 Home Phone: 928-606-3598 Term: (1st 2/12-12/14)			

Staff Representative: Mark Sawyers

As Of: November 21, 2013

CHAPTER 2-01
PLANNING AND ZONING COMMISSION

SECTIONS:

2-01-001-0001 CREATION OF COMMISSION
2-01-001-0002 PERSONNEL OF THE COMMISSION
2-01-001-0003 DIRECTOR OF PLANNING
2-01-001-0004 ORGANIZATION AND RULES
2-01-001-0005 DUTIES AND FUNCTIONS
2-01-001-0006 MASTER PLAN
2-01-001-0007 PURPOSES OF MASTER PLAN
2-01-001-0008 ADOPTION OF MASTER PLAN
2-01-001-0009 LEGAL STATUS OF MASTER PLAN
2-01-001-0010 ACT AS ZONING COMMISSION
2-01-001-0011 PREPARE SUBDIVISION REGULATIONS
2-01-001-0012 ADDITIONAL DUTIES
2-01-001-0013 PUBLIC HEARINGS

SECTION 2-01-001-0001 CREATION OF COMMISSION

There is hereby established a City Planning and Zoning Commission for the City under the provisions of the Arizona Revised Statutes as applicable.[1] (Ord. 339, 10-8-45)

[1]A.R.S., sec. 9-461.02.

SECTION 2-01-001-0002 PERSONNEL OF THE COMMISSION

A. The City Planning and Zoning Commission shall consist of seven (7) members appointed by the Mayor and Council. The City Engineer shall be a technical advisor to the Commission but shall have no vote in the proceedings of the Commission. The Development Services Director shall also be an ex-officio member of the City Planning and Zoning Commission but shall have no vote in any of the meetings or proceedings of such Commission. In addition, the City Council may designate a Councilmember representative as a non-voting, ex-officio member of the Commission. All members of the Commission shall serve as such without compensation, and the citizen members shall hold no other City office, except that they may serve as members of another city board or commission. The terms of ex-officio members shall correspond to their respective official tenures. The term of each citizen member shall be three (3) years or until his successor takes office. Vacancies occurring otherwise than through the expiration of term shall be filled for the unexpired portion of the term. The citizen members may be removed by the Mayor and Council for inefficiency, neglect of duty or malfeasance in office or in accordance with the Board and Commission Members' Handbook adopted by resolution of the City Council. (Ord. 1826, 12/21/93)

B. In addition to the causes for removal set out in the Board and Commission Members' Handbook, a member accumulating any combination totaling eight (8) absences from regularly scheduled meetings in any given calendar year will be automatically removed from the Commission and a replacement appointed by the City Council. An unexcused absence is defined as the failure of the member to notify the Planning and Development Section of his or her inability to attend at least by ten o'clock (10:00) A.M. the day prior to the regularly scheduled meeting. (Ord. 1427, 3-4-86)

(Ord. No. 1826, Amended, 12/21/93); (Ord. No. 2007-09, Amended 02/06/2007)

SECTION 2-01-001-0003 DEVELOPMENT SERVICES DIRECTOR:

The Development Services Director may be appointed by the City Manager and shall be qualified by special training and experience in the field of city planning. The Director shall be a regular technical advisor of the City Planning and Zoning Commission and may also be designated its Executive Secretary. The Development Services Director shall also be an ex-officio member of the Planning and Zoning Commission but shall have no vote in any of the meetings or proceedings of such Commission. (Ord. 859, 10-24-72); (Ord. No. 2007-09, Amended 02/06/2007)

SECTION 2-01-001-0004 ORGANIZATION AND RULES:

The Commission shall elect a Chairman from among the citizen members and shall elect such other officers as it may determine. The term of Chairman shall be one year with eligibility for re-election. The Commission shall hold at least one regular meeting each month. It shall adopt rules for the transaction of business and keep a record of its resolutions, transactions, findings and determinations, which shall be a public record. (Ord. 339, 10-8-45)

A quorum shall be one more than half of the voting membership of the Commission.

(Ord. No. 2007-09, Amended 02/06/2007)

SECTION 2-01-001-0005 DUTIES AND FUNCTIONS:

The Mayor and Council may, by resolution or otherwise, request from the Commission a report or recommendation in connection with any matter relating to the physical development of the City. The Commission shall have authority to make such investigations, maps and reports and recommendations in connection therewith as seem desirable.

In every case where the Commission disapproves a matter which, under the terms of this Chapter the Mayor and Council are required officially to submit to the Commission for approval, disapproval or recommendation, the Commission shall communicate its reasons to the Mayor and Council which shall have the power to overrule the disapproval. Failure of the

Commission to act within thirty (30) days from the date of official submission to it, or such longer period as may be designated by the Mayor and Council, shall be deemed to be approval.

In every case, all decisions of the Planning and Zoning Commission may be appealed to the City Council by any interested party, a taxpayer, or a City official, and such appeal will be heard within thirty (30) days of the taking of the action appealed from. (Ord. 859, 10-24-72)

SECTION 2-01-001-0006 MASTER PLAN:

The Commission shall formulate and adopt a comprehensive and long-term Master Plan for the development of the City and of any land outside the City which, in the opinion of the Commission, bears a relation to the planning of the City, and to make changes in, additions to or extensions of such Plan. The Master Plan with the accompanying maps, plats, charts and descriptive matter shall show the Commission's recommendations for the development of said territory including, among other things:

A. The general location, character and extent of streets, parks, playgrounds, squares, waterways, aviation fields and other public ways, grounds and open spaces.

B. The general location of public buildings and other public property.

C. The general location and extent of public utilities for water, light, sanitation, transportation, communication, power and other purposes.

The removal, relocation, widening, narrowing, vacating, abandonment, change of use or extension of any of the foregoing ways, grounds, open spaces, buildings, property, utilities or terminals.

E. The general character, location and extent of community centers or housing developments.

F. A zoning plan and regulations as hereinafter provided.

SECTION 2-01-001-0007 PURPOSES OF MASTER PLAN:

In the preparation of the Master Plan, the Commission shall make careful and comprehensive surveys and studies of present conditions and prospective future growth of the territory under its jurisdiction. The Master Plan shall be made with the general purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the City which will, in accordance with present and future needs and resources, best promote health, safety, morals, order, convenience, prosperity and general welfare.

SECTION 2-01-001-0008 ADOPTION OF MASTER PLAN:

The Commission may adopt the Master Plan as a whole by a single resolution, or it may, by successive resolutions, adopt separate parts of the Plan corresponding with functional divisions of the subject matter of the Plan. Before the adoption of the Plan or any part, amendment, extension or addition, the Commission shall hold at least one public hearing thereon. The adoption of the Plan or any part thereof shall be by resolution carried by the affirmative vote of not less than five (5) members of the Commission. The resolution shall refer expressly to the maps and descriptive and other matter intended by the Commission to form the whole or part of the Master Plan, and the action taken shall be entered upon the map, Plan and descriptive matter over the signature of the Chairman or Secretary of the Commission. The map, Plan and descriptive matter shall be a public record.

SECTION 2-01-001-0009 LEGAL STATUS OF MASTER PLAN:

The legal status of the adopted Master Plan or any part thereof shall be that of an official guide for the Commission in the performance of its duties and functions under this Chapter. Whenever the Commission shall have adopted and the Mayor and Council approved the Master Plan or part thereof, thereafter, before any street, park or other public way, ground or space, public building or structure, public utility facility or any other public work shall be authorized or constructed in the City, the location, character and extent thereof shall be submitted for approval, disapproval or recommendation to the Commission. The Commission shall be guided by the provisions of the Master Plan in making its recommendation. The acceptance, widening, removal, extension, relocation, narrowing, vacation, abandonment, change of use, acquisition of land for, or sale or lease of any public street, park or other public way, ground or space, any public building or structure, any public utility facility or any other public work shall be subject to similar submission.

SECTION 2-01-001-0010 ACT AS ZONING COMMISSION:

The City Planning and Zoning Commission created in this Chapter shall be and act as the Zoning Commission of the City, and all duties and powers granted to zoning commissions under State law shall be exercised by the City Planning and Zoning Commission.

Before any change in or departure from the text of the zoning regulations or map shall be made by the Mayor and Council, it shall first submit such changes to the Commission for its approval, disapproval or suggestion.

SECTION 2-01-001-0011 PREPARE SUBDIVISION REGULATIONS:

The City Planning and Zoning Commission shall prepare regulations governing the subdivision of land in accordance with sections 9-463 to 9-463.04 of the Arizona Revised Statutes. Such regulations may provide for the following:

A. The harmonious development of the City and such territory outside of the corporate limits of the City over which the Mayor and Council have platting jurisdiction under sections 9-474 to 9-479, inclusive, and section 9-1141 of the Arizona Revised Statutes.

B. The coordination of streets within subdivisions with other existing or planned streets or with other features of the adopted Master Plan.

C. Adequate open spaces for traffic, recreation, light and air.

D. The conservation of or production of adequate transportation, water drainage and sanitary facilities.

E. The avoidance of population congestion.

The regulations shall be published as provided by law for the publication of ordinances and before adoption a public hearing shall be held thereon.

A copy thereof shall be certified by the Commission to the Mayor, Council and the Board of Supervisors.

After the Commission has adopted and the Mayor and Council approved said subdivision regulations, the Mayor and Council shall not approve any plat of a subdivision presented to it before first submitting the same for approval or disapproval to the Commission.

SECTION 2-01-001-0012 ADDITIONAL DUTIES:

The Commission shall, from time to time, recommend to the Mayor and Council programs for public works and improvements and for the financing thereof. The Commission shall have authority to promote public interest in, and understanding of the plans prepared by it and to that end may publish and distribute copies of the Master Plan or of any report relative thereto, and may employ such other means of publicity and education as it may determine.

It shall consult and advise with public officials and agencies, public utility companies, civic, educational, professional and other organizations, and with citizens in relation to the protecting or carrying out of the plans prepared by it. The Commission shall have the right to accept and use gifts for the exercise of its functions. All public officials shall, upon request, furnish to the Commission, within a reasonable time, such available information as it may require for its work. The Commission, its members, officers and employees in the performance of their functions may enter upon any land and make examinations and surveys and place and maintain necessary monuments and marks thereon. In general, the Commission shall have such authority as may be necessary to enable it to fulfill its functions, promote planning and carry out the purposes of this Chapter.

SECTION 2-01-001-0013 PUBLIC HEARINGS:

Public notice of any hearing for which provision is made in this Chapter shall be deemed to have been given when a notice setting forth the general purpose of the hearing, together with the time and place, has been published one time in a newspaper of general circulation in the City not less than fifteen (15) days prior to the date of the hearing.

Public notice of one or more hearings may be included within the same note and a copy thereof posted on a bulletin board in front of the regular meeting place of the Mayor and Council. (Ord. 339, 10-8-45)

City of Flagstaff, AZ

PLANNING AND ZONING COMMISSION APPLICANTS

NAME	APPOINTED	TERM EXPIRES	TRAINING COMPLETED
Dorsett, Stephen	**12/21/2010**	**12/13**	**10/20/2011**
President/Architect/Shapes & Forms Architects 1823 W. Heavenly Court Flagstaff, AZ 86001 Work Phone: 928-213-9626 Term: (1st 6/09-12/10; 2nd 12/10-12/13)			
McCarthy, Jim	**02/05/2008**		**04/24/2008**
Sr. Project Engineer/Retired from Honeywell 2087 Fresh Aire Street Flagstaff, AZ 86001-2898 Home Phone: 928-779-3748			
Mercer, Mickey			**No**
Retired School Teacher 2315 N. Lantern Ln. Flagstaff, AZ 86001 Cell Phone: 928-853-4064			
Riggs, Tad			**No**
President/Riggs Homes, Inc. 4053 Gannet Way Flagstaff, AZ 86004 Cell Phone: 928-814-6901			
Thibault, Steve			**No**
Realtor, Agent/Century 21 Flagstaff 315 S. O'Leary St. Flagstaff, AZ 86001 Cell Phone: 928-863-2946			

Turner, Paul **No**

Principal/President/Turner Engineering, Inc.
4825 E. Hightimber Lane
Flagstaff, AZ 86004
Work Phone: 928.779.1814

Yelton, Russ **No**

President/CEO/NACET
2787 N. Fairview Dr.
Flagstaff, AZ 86004
Cell Phone: 928-582-6323

Staff Representative: Mark Sawyers

As Of: November 27, 2013

Stacy Saltzburg

From: noreply@civicplus.com
Sent: Thursday, November 21, 2013 4:50 PM
To: Elizabeth Burke; Stacy Saltzburg
Subject: Online Form Submittal: Board/Commission Application

If you are having problems viewing this HTML email, click to view a Text version.

Board/Commission Application

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Application to Serve on a Board/Commission

Please note that this information is public information.

Date:*	11/22/2013
Board/Commission you wish to serve on:*	Planning and Zoning
If applicable, type of seat for which you are qualified:	

Your Information

Name:*	Stephen M. Dorsett	Home Phone:*	9282139626
Home Address:*	1823 West Heavenly Court	Zip:*	86001
Mailing Address (If different from above):			
Employer:*	Shapes & Forms Architects, Inc.	Job Title:*	Architect
Business Phone:		Cell:	
E-mail:*	steve@shapes-forms.com		
Indicate preferred telephone:*	(X) Home ( ) Work	( ) Cell	

Background Information

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.
I have been on the P&Z Commission for the past 4 years and wish to continue for another term.
Why do you want to serve on the board or commission you listed?
I feel my experience working in the development community offers an insight into the issues that come before the Commission.

By submitting this electronic form, I acknowledge that any information provided above is public information, and I certify that I meet the City Charter requirement of living within the Flagstaff City limits and have read and understand the right to have my application considered in a public meeting.

* indicates required fields.

The following form was submitted via your website: Board/Commission Application

Date:: 11/22/2013

Board/Commission you wish to serve on:: Planning and Zoning

If applicable, type of seat for which you are qualified::

Name:: Stephen M. Dorsett

Home Phone:: 9282139626

Home Address:: 1823 West Heavenly Court

Zip:: 86001

Mailing Address (If different from above)::

Employer:: Shapes & Forms Architects, Inc.

Job Title:: Architect

Business Phone::

Cell::

E-mail:: steve@shapes-forms.com

Indicate preferred telephone:: Home

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.: I have been on the P&Z Commission for the past 4 years and wish to continue for another term.

Why do you want to serve on the board or commission you listed?: I feel my experience working in the development community offers an insight into the issues that come before the Commission.

Additional Information:
Form submitted on: 11/21/2013 4:50:04 PM
Submitted from IP Address: 24.121.233.150
Referrer Page: No Referrer - Direct Link
Form Address: http://az-flagstaff3.civicplus.com/Forms.aspx?FID=166

Stacy Saltzburg

From: noreply@civicplus.com
Sent: Wednesday, November 27, 2013 8:14 AM
To: Elizabeth Burke; Stacy Saltzburg
Subject: Online Form Submittal: Board/Commission Application

If you are having problems viewing this HTML email, click to view a Text version.

Board/Commission Application

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Application to Serve on a Board/Commission

Please note that this information is public information.

Date:*	11/27/2013
Board/Commission you wish to serve on:*	Planning and Zoning
If applicable, type of seat for which you are qualified:	

Your Information

Name:*	Jim McCarthy	Home Phone:*	928-779-3748
Home Address:*	2087 W. Fresh Aire St.	Zip:*	86001-2898
Mailing Address (If different from above):	same		
Employer:*	Retired from Honeywell	Job Title:*	Engineering Manager
Business Phone:	n.a.	Cell:	
E-mail:*	jm436mc@gmail.com		
Indicate preferred telephone:*	(X) Home ( ) Work	( ) Cell	

Background Information

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.*
I served one full- and one-partial term on P&Z. I have a Master of Environmental Planning from ASU, which is similar to a city planning degree but with study on both the built and unbuilt environments. I have studied land use planning here and similar study in Europe. My BS is in mechanical engineering – the profession where I gained technical and business experience. I own four properties, three in Flagstaff, which gives me another type of experience.
Why do you want to serve on the board or commission you listed?*
For our form of government to function fairly and efficiently, citizens must be involved. My goal is to protect our Flagstaff character while never compromising private property rights. I have been a productive P&Z member and bring balance to the commission. A few weeks ago, I applied for a position on the Water Commission. I thought that I could not reapply for P&Z because I had served two terms. I now understand that since my first term was a partial term, I may apply for a second full term. I would be pleased to serve on either commission.

By submitting this electronic form, I acknowledge that any information provided above is public information, and I certify that I meet the City Charter requirement of living within the Flagstaff City limits and have read and understand the right to have my application considered in a public meeting.

* indicates required fields.

The following form was submitted via your website: Board/Commission Application

Date:: 11/27/2013

Board/Commission you wish to serve on:: Planning and Zoning

If applicable, type of seat for which you are qualified::

Name:: Jim McCarthy

Home Phone:: 928-779-3748

Home Address:: 2087 W. Fresh Aire St.

Zip:: 86001-2898

Mailing Address (If different from above):: same

Employer:: Retired from Honeywell

Job Title:: Engineering Manager

Business Phone:: n.a.

Cell::

E-mail:: jm436mc@gmail.com

Indicate preferred telephone:: Home

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.: I served one full- and one-partial term on P&Z. I have a Master of Environmental Planning from ASU, which is similar to a city planning degree but with study on both the built and unbuilt environments. I have studied land use planning here and similar study in Europe. My BS is in mechanical engineering – the profession where I gained technical and business experience. I own four properties, three in Flagstaff, which gives me another type of experience.

Why do you want to serve on the board or commission you listed?: For our form of government to function fairly and efficiently, citizens must be involved. My goal is to protect our Flagstaff character while never compromising private property rights. I have been a productive P&Z member and bring balance to the commission.
A few weeks ago, I applied for a position on the Water Commission. I thought that I could not reapply for P&Z because I had served two terms. I now understand that since my first term was a partial term, I may apply for a second full term. I would be pleased to serve on either commission.

Additional Information:
Form submitted on: 11/27/2013 8:13:50 AM
Submitted from IP Address: 184.98.129.90
Referrer Page: http://www.flagstaff.az.gov/index.aspx?NID=1886
Form Address: http://az-flagstaff3.civicplus.com/Forms.aspx?FID=166

Rcvd 12/10/12

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CITY OF FLAGSTAFF
APPLICATION TO SERVE ON A BOARD/COMMISSION

RETURN TO: CITY CLERK'S OFFICE, 211 WEST ASPEN AVENUE, FLAGSTAFF, AZ 86001

PLEASE NOTE THAT THIS INFORMATION IS A PUBLIC RECORD.
APPLICATIONS WILL BE KEPT ON FILE FOR ONE YEAR!

DATE: Dec. 10, 2012

BOARD/COMMISSION YOU WISH TO SERVE ON: Planning and Zoning Commission

IF APPLICABLE, TYPE OF SEAT FOR WHICH YOU ARE QUALIFIED:

YOUR NAME: Mickey J Mercer **HOME PHONE:** 928-853-4064

HOME ADDRESS: 2315 N Lantern Ln **ZIP:** 86001

MAILING ADDRESS (If Different from Above):

EMPLOYER: Retired School Teacher **JOB TITLE:**

BUS. PHONE: **CELL:** 928-853-4064 **E-MAIL** jickeymoe@rocketmail.com

PLEASE INDICATE PREFERRED TELEPHONE: **HOME** **WORK** X **CELL**

BACKGROUND INFORMATION: Please explain how your community activities and other relevant experience/ interests are applicable to this board or commission.

I have lived in Flagstaff for 21 years; founded and headed my own private high school, The School; taught at Flagstaff High School for 15 years; been active in Theatrikos, Flagstaff's community theatre, for 18 years as a board member and member of various committees. I have had interactions with various city departments through my association with The School and Theatrikos which have given me some insight into how the city operates, and my long time residence here has also provided me with ideas about how the city should continue to grow.

Why do you want to serve on the board or commission you listed? (Attach additional page if needed.)

I feel that Flagstaff will continue to grow and one of the reasons is its environment which I feel should be protected. I understand that a balance has to be achieved between development and the environment and want to be part of achieving that balance. The Planning and Zoning Commission plays an important role in achieving that balance and maintaining the things that makes Flagstaff attractive to businesses and people as a place to work and live. I believe that my experience on the board and committees of Theatrikos, as well as my teaching experience, would help me to bring a voice of cooperation with the other commissioners in order to maintain the necessary balance mentioned above.

I understand that any information provided above is a public record and I certify that I meet the City Charter requirement of living within the Flagstaff City limits and have read and understand the right to have my application considered in a public meeting.

Mickey J Mercer

Applicant Signature

The City of Flagstaff is an Equal Opportunity/Affirmative Action Employer.

IMPORTANT NOTICE: The City Council may consider appointments to boards and commissions in executive sessions which are closed to the public, and then make the appointments in a public meeting. You have the right, however, to have your application considered in a public meeting by providing a written request to the City Clerk.

CITY OF FLAGSTAFF
APPLICATION TO SERVE ON A BOARD/COMMISSION

RETURN TO: CITY CLERK'S OFFICE, 211 WEST ASPEN AVENUE, FLAGSTAFF, AZ 86001

PLEASE NOTE THAT THIS INFORMATION IS A PUBLIC RECORD.
APPLICATIONS WILL BE KEPT ON FILE FOR ONE YEAR!

DATE: 12/26/12

BOARD/COMMISSION YOU WISH TO SERVE ON: Planning and Zoning

IF APPLICABLE, TYPE OF SEAT FOR WHICH YOU ARE QUALIFIED: N/A

YOUR NAME: TAD RIGGS **HOME PHONE:** 928-814-6901

HOME ADDRESS: 4053 Gannet Way Flagstaff, Az. **ZIP:** 86004

MAILING ADDRESS (If Different from Above):

EMPLOYER: Riggs Homes, Inc. **JOB TITLE:** President

BUS. PHONE: (928) 214-7354 **CELL:** (928) 814-6901 **E-MAIL** tadriggs@yahoo.com

PLEASE INDICATE PREFERRED TELEPHONE: **HOME** **WORK** X **CELL**

BACKGROUND INFORMATION: Please explain how your community activities and other relevant experience/ interests are applicable to this board or commission.

SEE ATTACHED

Why do you want to serve on the board or commission you listed? (Attach additional page if needed.)

I understand that any information provided above is a public record and I certify that I meet the City Charter requirement of living within the Flagstaff City limits and have read and understand the right to have my application considered in a public meeting.

Applicant Signature

The City of Flagstaff is an Equal Opportunity/Affirmative Action Employer.

Background Information: Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.

I am a graduate of Northern Arizona University and have been involved in local civic matters since 1982. I was a member and team leader of the Coconino County Sheriff's Search and Rescue. My wife and I raised two children in Flagstaff. During this time I was a Scout leader, Soccer coach, Baseball coach and the President of the Flagstaff Youth Alliance. This civic experience is relevant to the Planning and Zoning position, because it has given me a broad awareness of the needs of our community and the ability to listen and lead.

I have been a Homebuilder in Flagstaff since 1996 and a Realtor since 2004. I am currently serving my second term on the Board of Directors for the Northern Arizona Home Builders. I was also on the Flagstaff Rain Water Harvesting advisory committee. I am very aware of the needs of our citizens and the obstacles to provide for these needs.

Why do you want to serve on the board or commission you listed?

I believe that it is very important to become involved in your community and share your experience and opinions. I would like Flagstaff to have a positive long -term growth plan implementing new technology for substainability when proven and cost effective. I am analytical by nature and compassionate at heart, but my years of business experience have taught me to evaluate costs.

Stacy Saltzburg

From: noreply@civicplus.com
Sent: Tuesday, October 29, 2013 1:24 PM
To: Elizabeth Burke; Stacy Saltzburg
Subject: Online Form Submittal: Board/Commission Application

If you are having problems viewing this HTML email, click to view a Text version.

Board/Commission Application

Important Notice:
The City Council may consider appointments to boards and commissions in executive sessions which are closed to the public, and then make the appointments in a public meeting. You have the right, however, to have your application considered in a public meeting by providing a written request to the City Clerk.

Application to Serve on a Board/Commission

Please note that this information is public information.

Date:*	10/29/2013		
Board/Commission you wish to serve on:*	Planning and Zoning		
If applicable, type of seat for which you are qualified:			

Your Information

Name:*	Steve Thibault	Home Phone:*	928-863-2946
Home Address:*	315 S O Leary St	Zip:*	86001
Mailing Address (If different from above):			
Employer:*	Century 21 Flagstaff	Job Title:*	Realtor, Agent
Business Phone:	928-527-3300	Cell:	928-863-2946
E-mail:*	steven.thibault@century21.com		
Indicate preferred telephone:*	( ) Home ( ) Work	(X) Cell	

Background Information

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.
Being in the housing field and living in Flagstaff for the past 20 years I feel my experience will allow me to help guide this board into the future.
Why do you want to serve on the board or commission you listed?
I have lived in Flagstaff since 1994 and have never served on a board or commission and feel the need to serve my community.

By submitting this electronic form, I acknowledge that any information provided above is public information, and I certify that I meet the City Charter requirement of living within the Flagstaff City limits and have read and understand the right to have my application considered in a public meeting.

* indicates required fields.

The following form was submitted via your website: Board/Commission Application

Date:: 10/29/2013

Board/Commission you wish to serve on:: Planning and Zoning

If applicable, type of seat for which you are qualified::

Name:: Steve Thibault

Home Phone:: 928-863-2946

Home Address:: 315 S O Leary St

Zip:: 86001

Mailing Address (If different from above)::

Employer:: Century 21 Flagstaff

Job Title:: Realtor, Agent

Business Phone:: 928-527-3300

Cell:: 928-863-2946

E-mail:: steven.thibault@century21.com

Indicate preferred telephone:: Cell

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.: Being in the housing field and living in Flagstaff for the past 20 years I feel my experience will allow me to help guide this board into the future.

Why do you want to serve on the board or commission you listed?: I have lived in Flagstaff since 1994 and have never served on a board or commission and feel the need to serve my community.

Additional Information:
Form submitted on: 10/29/2013 1:23:33 PM
Submitted from IP Address: 71.37.208.87
Referrer Page: http://www.flagstaff.az.gov/index.aspx?NID=1886
Form Address: http://az-flagstaff3.civicplus.com/Forms.aspx?FID=166

IMPORTANT NOTICE: The City Council may consider appointments to boards and commissions in executive sessions which are closed to the public, and then make the appointments in a public meeting. You have the right, however, to have your application considered in a public meeting by providing a written request to the City Clerk.

RECEIVED
DEC 13 2012
BY:

CITY OF FLAGSTAFF
APPLICATION TO SERVE ON A BOARD/COMMISSION

RETURN TO: CITY CLERK'S OFFICE, 211 WEST ASPEN AVENUE, FLAGSTAFF, AZ 86001

PLEASE NOTE THAT THIS INFORMATION IS A PUBLIC RECORD.
APPLICATIONS WILL BE KEPT ON FILE FOR ONE YEAR!

DATE: December 12, 2012

BOARD/COMMISSION YOU WISH TO SERVE ON: Planning and Zoning Commission

IF APPLICABLE, TYPE OF SEAT FOR WHICH YOU ARE QUALIFIED: Member or Chair

YOUR NAME: Paul W. Turner, P.E. CFM **HOME PHONE:** 526-4868

HOME ADDRESS: 4825 E. Hightimber Lane, Flagstaff, AZ **ZIP:** 86004

MAILING ADDRESS (If Different from Above):

EMPLOYER: Turner Engineering, Inc. **JOB TITLE:** President/Principal

BUS. PHONE: 779-1814 **CELL:** **E-MAIL** pturner@teiaz.com

PLEASE INDICATE PREFERRED TELEPHONE: **HOME** X **WORK** **CELL**

BACKGROUND INFORMATION: Please explain how your community activities and other relevant experience/ interests are applicable to this board or commission.

I have been active in several Board and Commissions since 1991. The first was the Building and Fire Code Board of Appeals, 1991-1996. TheTraffic Commission 1998-1999, Water Commission 1999-2006, Stormwater Advisory Committee, 2000 through 2011 as the Stormwater Utility was absorbed into the Utilities Department and is now under the Water Commission's perview. Notwithstanding my public involvement, I have recently Master Planned 350 acres on the West side of Flagstaff. Planned and provide the plans, specifications and contract management of developing 141 acres, know as Railroad Springs containing 435 lots, 132 townhomes, two commercial sites, open space and a park.

Why do you want to serve on the board or commission you listed? (Attach additional page if needed.)

Being active as a professional land use planner, designer and engineer of several subdivisions in the City, as well as the County, I believe I could contribute to the planning aspect of development or re-development and the following: Water use and reuse, roadway alignments to reduce maintenance and disturbance, Stormwater impacts, Promote Multi-modal means of transportation and more. Shaping the further growth of Flagstaff within the guidelines of the new zoning code with further guidance from the yet adopted Regional Land Use and Transportation Plan will be my parameters for making recommendations or decisions. Please see attached resume.

I understand that any information provided above is a public record and I certify that I meet the City Charter requirement of living within the Flagstaff City limits and have read and understand the right to have my application considered in a public meeting.

Paul W. Turner

Applicant Signature

The City of Flagstaff is an Equal Opportunity/Affirmative Action Employer.

Paul W. Turner, P.E., CFM

Turner Engineering, Inc.
President/Principal

Education
Bachelor of Science - Civil Engineering
Northern Arizona University,
Flagstaff, Arizona 1979 cum Laude

Registration
Licensed Civil Engineer - Arizona
Licensed Civil Engineer - New Mexico

Memberships and Activities
Member of ASCE & the Transportation & Development Institute, Member of National Society of Professional Engineers, AFMA, ASFPM, Past Chair of the City of Flagstaff Water Commission. Governing Council Member of the Northern Arizona Branch of the U.S. Green Building Council.

Mr. Turner is registered civil engineer (AZ 16258 - 1984 and NM 10281 - 1988). Mr. Turner has been the Project Principal for all work performed by Turner Engineering, Inc. for the past twenty six years. This includes designing projects as small as site plans for convenience stores to arterial roadways and multi-modal transportation corridors with regional site infrastructure for water distribution, sanitary sewer collection and drainage projects. He has experience in applying for federal permits, such as Federal Emergency Management Agency floodplain map revision and 404 permits. Mr. Turner has been involved with community activities as he was the past Chair of the Building and Fire Code Board of Appeals (1991-1996). Past member of the City of Flagstaff Traffic Commission (1998-1999). Past Chair of the City of Flagstaff Water Commission (1999-2005). Past Chair of the Stormwater Advisory Committee (2000-2009). Past Chair of the City of Flagstaff Water Commission (2009-2011. Governing Council member of the Northern Arizona Branch of the USGBC. In October, 2000 he was appointed to the Coconino Plateau Water Advisory Council by the Chair of the Board of Supervisors of Coconino County.

Project Experience:
City of Flagstaff, Safe-to-Schools, multiple projects throughout the city to improve and enhance vehicular and pedestrian safety
City of Flagstaff, Urban Trail system projects (FUTS)
W.L. Gore & Associates: Site Plans for Science Center, addition to Woody Springs, Kendrick Peak, EO Sterilization, addition to Woody Mountain, Wastewater disposal systems, Elden View – Medical West site reconfiguration. Numerous parking lot realignments and reconstruction, Flagstaff, Arizona
Northern Arizona Intergovernmental Transportation Authority— Site Plan for the Headquarters, Flagstaff, Arizona
City of Flagstaff, Site Plan for Aircraft Rescue and Firefighting Facility, Flagstaff, Airport
Site Plan for Guardian Medical Transport Hanger, Flagstaff, Airport
Railroad Springs 66 Subdivisions, Master Planning and Improvements for 435 lots, 132 Townhomes, Two commercial sites and a Park, Flagstaff, Arizona
Flood Studies and Floodplain/Floodway delineations (FEMA) in Northern Arizona
Army Corps of Engineers 404 permitting in Northern Arizona
Site Plan for La-Z-Boy, Flagstaff, Arizona
Site Plan for Guidance Center, Flagstaff, Arizona
Site Plan for Recovery Center, Flagstaff, Arizona
Pine Knoll Townhouse Development, Flagstaff, Arizona
Site Plan for Marriott Residence Inn, Flagstaff, Arizona
Site Plan for Woodlands Radisson Hotel, Flagstaff, Arizona
Site Plan for Arizona State Savings & Credit Union, Flagstaff, Arizona
Site Plan for Arizona Daily Sun, Flagstaff, Arizona
Currently qualified for On-Call status for the City of Flagstaff and Coconino County

Rcvd SS
1/14/13

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CITY OF FLAGSTAFF
APPLICATION TO SERVE ON A BOARD/COMMISSION

RETURN TO: CITY CLERK'S OFFICE, 211 WEST ASPEN AVENUE, FLAGSTAFF, AZ 86001

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DATE: 01/07/2013

BOARD/COMMISSION YOU WISH TO SERVE ON: Planning and Zoning Commission

IF APPLICABLE, TYPE OF SEAT FOR WHICH YOU ARE QUALIFIED:

YOUR NAME: Russ Yelton **HOME PHONE:** 928-266-1965

HOME ADDRESS: 2787 N. Fairview Dr Flagstaff, AZ **ZIP:** 86004

MAILING ADDRESS (If Different from Above):

EMPLOYER: NACET **JOB TITLE:** President/CEO

BUS. PHONE: 928-213-9234 **CELL:** 828-582-6323 **E-MAIL** rdyelton@yahoo.com

PLEASE INDICATE PREFERRED TELEPHONE: **HOME** **WORK** **CELL**

BACKGROUND INFORMATION: Please explain how your community activities and other relevant experience/ interests are applicable to this board or commission.

I believe that my experience working with companies who wish to locate and remain in Flagstaff would be useful to the board. Entrepreneurs who wish to maintain and grow their companies often need support at this level. If I am chosen to serve I believe it will enable me to learn more about the overall process to better educate clients. I have also completed stainability training from the Vienna School of Economics regarding how planning and zoning decisions impacts communities.

Why do you want to serve on the board or commission you listed? (Attach additional page if needed.)

I have completed both the Flagstaff Leadership Program to understand more about Flagstaff as well as the Flinn-Brown Leadership Academy which has given me a greater understanding of things impacting at the state level. I would like to join this commission in order to give back to my community.

I understand that any information provided above is a public record and I certify that I meet the City Charter requirement of living within the Flagstaff City limits and have read and understand the right to have my application considered in a public meeting.

Russ Yelton

Applicant Signature

The City of Flagstaff is an Equal Opportunity/Affirmative Action Employer.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, Deputy City Clerk
Date:	11/25/2013
Meeting Date:	12/03/2013

TITLE:

Consideration of Appointments: Sustainability Commission.

RECOMMENDED ACTION:

Make three appointments to terms expiring October 2016.

Policy Decision or Reason for Action:

By making the above appointments, the Sustainability Commission will be at full membership and will be able to continue meeting on a regular basis. There are eight new applications on file, they are as follows:

Dominique Bain (new applicant)
Todd Barnell (new applicant)
Molly Groyer (new applicant)
Branden Jordan (new applicant)
Ted Martinez (new applicant)
Kevin Ordean (new applicant)
Jeffrey Stevenson (new applicant)
Ellen Vaughn (new applicant)

Financial Impact:

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

Connection to Council Goal:

Effective governance.

Has There Been Previous Council Decision on This:

None.

Options and Alternatives:

1) Appoint three Commissioners: By appointing members at this time, the Sustainability Commission will be at full membership, allowing the group to meet and provide recommendations to the City Council.

2) Table the action to allow for further discussion or expand the list of candidates.

Background/History:

The Sustainability Commission consists of seven citizens serving three-year terms. There are currently three seats available.

The commission is responsible for recommending and coordinating activities in concert with the Flagstaff sustainability program, the U.S. Mayors' Climate Protection Agreement, and other sustainability initiatives. To accomplish these objectives, the commission will address issues including, but not limited to: climate and air quality; transportation; energy; solid waste and toxic substances; water, wastewater, and stormwater; sustainable building and purchasing practices; and sustainable economic development. Among the commission's directives are promotion of sustainable practices in all spheres of life and educating the public.

Key Considerations:

It is important to fill the vacancies so as to allow the Commission to continue meeting on a regular basis.

Community Benefits and Considerations:

The City's boards, commissions, and committees were created to foster public participation and input and to encourage Flagstaff citizens to take an active role in city government.

Community Involvement:

INFORM: The vacancies are posted on the City's website and individual recruitment and mention of the openings by Board members and City staff has occurred, informing others of these vacancies through word of mouth.

Expanded Options and Alternatives:

COUNCIL INTERVIEW TEAM:
Councilmember Woodson
Councilmember Overton

Attachments: Sustainability Roster
Sustainability Authority
Sustainability Applicant Roster
Sustainability Applications

City of Flagstaff, AZ

SUSTAINABILITY COMMISSION MEMBERS

NAME	APPOINTED	TERM EXPIRES	TRAINING COMPLETED
Dorfsmith, Elisha	**01/15/2013**	**10/15**	**03/12/2013**
Owner of dorfsmith.com/Self Employed 4858 E. Merriam Dr. Flagstaff, AZ 86004 Cell Phone: 928-864-6310 Term: (1st 1/13-10/15)			
Farretta, Kathy	**11/01/2011**	**10/14**	**02/16/2012**
Education Program Manager/Museum of No. Arizona 4045 Lake Mary Road #32 Flagstaff, AZ 86001 Cell Phone: 380-1308 Term: (1st 9/10 - 10/11; 2nd 10/11-10/14)			
Lucy, Kimberly	**02/15/2011**	**10/13**	**02/16/2012**
Grand Canyon Program Coordinator/Arizona Raft Adventures 6235 N Dodge Ave Flagstaff, AZ 86004 Cell Phone: 928-221-1994 Term: (1st 2/11-10/13)			
Norris, Jodi	**05/07/2013**	**10/14**	**No**
Quantitative Ecologist/National Park Service 1916 N. Marion Flagstaff, AZ 86001 Cell Phone: 928-310-6495 Term: (1st 5/13-10/14)			

Tecle, Aregai	**03/06/2012**	**10/13**	**No**
Professor/Northern Arizona University - School of Forestry 3222 S. Mehrhoff Place Flagstaff, AZ 86001 Home Phone: 928-214-9720 Term: (1st 3/12-10/13)			
Welch, Jack	**12/18/2012**	**10/15**	**04/24/2008**
Retired 2600 East 7th #18 Flagstaff, AZ 86004 Home Phone: (928) 714-0504 Term: (1st 4/09-10/09; 2nd 10/09-10/12; 3rd 10/12-10/15)			
Z-VACANT,		**10/16**	**No**

Staff Representative: Nicole Woodman

As Of: November 21, 2013

CHAPTER 2-17
SUSTAINABILITY COMMISSION

SECTIONS

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

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

A. ESTABLISHMENT OF THE COMMISSION.

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

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

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

4. The City Council may appoint a non-voting Councilmember Liaison who shall not count toward a quorum.

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

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

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

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

1. Climate and air quality
2. Transportation
3. Energy
4. Solid waste and toxic substances
5. Water, wastewater, and stormwater
6. Sustainable building and purchasing practices
7. Sustainable economic development

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

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

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

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

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

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

City of Flagstaff, AZ

SUSTAINABILITY COMMISSION APPLICANTS

NAME	APPOINTED	TERM EXPIRES	TRAINING COMPLETED
Bain, Dominique GK-12 Fellow/National Science Foundation 2627 N. Rose #3 Flagstaff, AZ 86004			No
Barnell, Todd Program Manager/Institute for Tribal Environmental Professionals 601 W. Whipple Flagstaff, AZ 86001 Home Phone: 928-774-7098			No
Groyer, Molly Student Worker Supervisor/NAU Financial Aid 813 W. University Ave. #613 Flagstaff, AZ 86001 Cell Phone: 602-373-4255			No
Jordan, Branden Fire Science Student/Arizona Snowbowl/Student PO Box 544 Flagstaff, AZ 86001 Home Phone: 928-237-3757			No
Martinez, Ted Honors Lecturer/NAU 2620 N. Center St. Flagstaff, AZ 86004 Work Phone: 928-523-3383			No

Ordean, Kevin **No**

NAU
813 W. Clay Ave, B
Flagstaff, AZ 86001
Cell Phone: 928-600-0654

Stevenson, Jeffrey **No**

Assistant to the CEO/Good Pay Low Rates, Inc.
1741 N. Fairway Dr.
Flagstaff, AZ 86004
Cell Phone: 928-522-4133

Vaughan, Ellen **No**

Manager, Office of Sustainability/Northern Arizona University
1988 N. Southern Hills Dr.
Flagstaff, AZ 86004
Cell Phone: 315-472-7959

Staff Representative: Nicole Woodman

As Of: November 25, 2013

Stacy Saltzburg

From: noreply@civicplus.com
Sent: Thursday, March 28, 2013 2:42 PM
To: Elizabeth Burke; Stacy Saltzburg
Subject: Online Form Submittal: Board/Commission Application

If you are having problems viewing this HTML email, click to view a Text version.

Board/Commission Application

Important Notice:
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Application to Serve on a Board/Commission

Please note that this information is a public record.

Date:*	03/28/2013
Board/Commission you wish to serve on:*	Sustainability
If applicable, type of seat for which you are qualified:	

Your Information

Name:*	Dominique Bain	Home Phone:*	314-910-7526
Home Address:*	2627 N. Rose #3	Zip:*	86004
Mailing Address (If different from above):			
Employer:*	National Science Foundation	Job Title:*	GK-12 Fellow
Business Phone:		Cell:	
E-mail:*	dmg269@nau.edu		
Indicate preferred telephone:*	(X) Home ( ) Work	( ) Cell	

Background Information

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.
I am finishing my Master's degree at Northern Arizona University (NAU) in Environmental Sciences and Policy. During my time at NAU, I have worked to learn about and promote clean energy and environmental sustainability. I have focused my classes on those topics. I am a part of the Energy Mentors at NAU - promoting energy efficiency. As a GK-12 fellow, I work with local students on a regular basis and we often structure our lessons around clean energy and sustainability.
Why do you want to serve on the board or commission you listed?
I want to become more involved in Flagstaff. My husband and I have lived here for about a year and a half and we love the city and surrounding areas. Cultivating sustainable practices around energy use and climate change are imperative to a community's ability to thrive by helping to maximum the efficiency of community resources and enabling the community to adapt to a changing world. I want to be a part of creating those sustainable practices in Flagstaff. The community here is vibrant, intellectual, and connected. While I have seen these in many ways in Flagstaff, one of the best examples was the crowd at William deBuys's lecture at the Orpheum this fall. The theater was packed. Clearly, the community of Flagstaff is concerned about climate change and its potential impacts. When deBuys discussed the unique opportunity Flagstaff has to be a leader because of its location and the risk of drought here, the crowd cheered. They know Flagstaff is a special place and they want the community here to continue to thrive, but they also understand there will be challenges in the future.

By submitting this electronic form, I acknowledge that any information provided above is a public record, and I certify that I meet the City Charter requirement of living within the Flagstaff City limits and have read and understand the right to have my application considered in a public meeting.

* indicates required fields.

The following form was submitted via your website: Board/Commission Application

Date:: 03/28/2013

Board/Commission you wish to serve on:: Sustainability

If applicable, type of seat for which you are qualified::

Name:: Dominique Bain

Home Phone:: 314-910-7526

Home Address:: 2627 N. Rose #3

Zip:: 86004

Mailing Address (If different from above)::

Employer:: National Science Foundation

Job Title:: GK-12 Fellow

Business Phone::

Cell::

E-mail:: dmg269@nau.edu

Indicate preferred telephone:: Home

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.: I am finishing my Master's degree at Northern Arizona University (NAU) in Environmental Sciences and Policy. During my time at NAU, I have worked to learn about and promote clean energy and environmental sustainability. I have focused my classes on those topics. I am a part of the Energy Mentors at NAU - promoting energy efficiency. As a GK-12 fellow, I work with local students on a regular basis and we often structure our lessons around clean energy and sustainability.

Why do you want to serve on the board or commission you listed?: I want to become more involved in Flagstaff. My husband and I have lived here for about a year and a half and we love the city and surrounding areas. Cultivating sustainable practices around energy use and climate change are imperative to a community's ability to thrive by helping to maximum the efficiency of community resources and enabling the community to adapt to a changing world. I want to be a part of creating those sustainable practices in Flagstaff. The community here is vibrant, intellectual, and connected. While I have seen these in many ways in Flagstaff, one of the best examples was the crowd at William deBuys's lecture at the Orpheum this fall. The theater was packed. Clearly, the community of Flagstaff is concerned about climate change and its potential impacts. When deBuys discussed the unique opportunity Flagstaff has to be a leader because of its location and the risk of drought here, the crowd cheered. They know Flagstaff is a special place and they want the community here to continue to thrive, but they also understand there will be challenges in the future.

Additional Information:
Form submitted on: 3/28/2013 2:42:18 PM
Submitted from IP Address: 24.121.32.183
Referrer Page: No Referrer - Direct Link
Form Address: http://az-flagstaff3.civicplus.com/Forms.aspx?FID=166

Stacy Saltzburg

From: noreply@civicplus.com
Sent: Friday, October 25, 2013 1:55 PM
To: Elizabeth Burke; Stacy Saltzburg
Subject: Online Form Submittal: Board/Commission Application

If you are having problems viewing this HTML email, click to view a Text version.

Board/Commission Application

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Application to Serve on a Board/Commission

Please note that this information is public information.

Date:*	10/25/2013
Board/Commission you wish to serve on:*	Sustainability Commission
If applicable, type of seat for which you are qualified:	

Your Information

Name:*	Todd Barnell	Home Phone:*	928-774-7098
Home Address:*	601 West Whipple	Zip:*	86001
Mailing Address (If different from above):			
Employer:*	Institute for Tribal Environmental Professionals	Job Title:*	Progam Manager
Business Phone:	928-523-3840	Cell:	
E-mail:*	crotach@gmail.com		
Indicate preferred telephone:*	(X) Home ( ) Work	( ) Cell	

Background Information

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.
I am a former member of this Commission, having started my previous service in 2006, when it was still called the Clean and Green Committee. I served two terms, during which time I crafted the language used to rename it the Sustainability Commission, assisted with the planning and delivery of revitalized Earth Day events, created a tool to help Commission members evaluate various plans and proposals, and worked on a variety of issues ranging from climate change to zoning. I have lived in Flagstaff since 1999, and I consider civic involvement in one's community to be necessary, as well as pleasurable. I've volunteered with various organizations working on environmental, conservation, and educational issues. Since living in Flagstaff I have worked for NAU's Ecological Restoration Institute, the local office of The Nature Conservancy, and - since 2002 - the Institute for Tribal Environmental Professionals. In my current professional position I manage all of ITEP's programs focused on solid waste, brownfields, environmental response, and hazardous substances.
Why do you want to serve on the board or commission you listed?
I sincerely enjoyed my two terms on the Sustainability Commission. I am very proud of the work we were able to do, as well as the relationships I built with my fellow Commission members and City staff. Given my personal, and professional, interests in the issues considered by this Commission I would greatly welcome the opportunity to once again serve as a member.

By submitting this electronic form, I acknowledge that any information provided above is public information, and I certify that I meet the City Charter requirement of living within the Flagstaff City limits and have read and understand the right to have my application considered in a public meeting.

* indicates required fields.

The following form was submitted via your website: Board/Commission Application

Date:: 10/25/2013

Board/Commission you wish to serve on:: Sustainability Commission

If applicable, type of seat for which you are qualified::

Name:: Todd Barnell

Home Phone:: 928-774-7098

Home Address:: 601 West Whipple

Zip:: 86001

Mailing Address (If different from above)::

Employer:: Institute for Tribal Environmental Professionals

Job Title:: Progam Manager

Business Phone:: 928-523-3840

Cell::

E-mail:: crotach@gmail.com

Indicate preferred telephone:: Home

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.: I am a former member of this Commission, having started my previous service in 2006, when it was still called the Clean and Green Committee. I served two terms, during which time I crafted the language used to rename it the Sustainability Commission, assisted with the planning and delivery of revitalized Earth Day events, created a tool to help Commission members evaluate various plans and proposals, and worked on a variety of issues ranging from climate change to zoning. I have lived in Flagstaff since 1999, and I consider civic involvement in one's community to be necessary, as well as pleasurable. I've volunteered with various organizations working on environmental, conservation, and educational issues. Since living in Flagstaff I have worked for NAU's Ecological Restoration Institute, the local office of The Nature Conservancy, and - since 2002 - the Institute for Tribal Environmental Professionals. In my current professional position I manage all of ITEP's programs focused on solid waste, brownfields, environmental response, and hazardous substances.

Why do you want to serve on the board or commission you listed?: I sincerely enjoyed my two terms on the Sustainability Commission. I am very proud of the work we were able to do, as well as the relationships I built with my fellow Commission members and City staff. Given my personal, and professional, interests in the issues considered by this Commission I would greatly welcome the opportunity to once again serve as a member.

Additional Information:
Form submitted on: 10/25/2013 1:55:21 PM
Submitted from IP Address: 134.114.37.18
Referrer Page: http://flagstaff.az.gov/index.aspx?nid=994
Form Address: http://az-flagstaff3.civicplus.com/Forms.aspx?FID=166

Stacy Saltzburg

From: noreply@civicplus.com
Sent: Thursday, March 28, 2013 2:01 PM
To: Elizabeth Burke; Stacy Saltzburg
Subject: Online Form Submittal: Board/Commission Application

If you are having problems viewing this HTML email, click to view a Text version.

Board/Commission Application

Important Notice:
The City Council may consider appointments to boards and commissions in executive sessions which are closed to the public, and then make the appointments in a public meeting. You have the right, however, to have your application considered in a public meeting by providing a written request to the City Clerk.

Application to Serve on a Board/Commission

Please note that this information is a public record.

Date:*	03/28/2013
Board/Commission you wish to serve on:*	Sustainability Commission
If applicable, type of seat for which you are qualified:	

Your Information

Name:*	Molly Groyer	Home Phone:*	602-373-4255
Home Address:*	813 W. University Ave., Apt 612	Zip:*	86001
Mailing Address (If different from above):			
Employer:*	NAU Financial Aid	Job Title:*	Student Worker Supervisor
Business Phone:		Cell:	602-373-4255
E-mail:*	mg464@nau.edu		
Indicate preferred telephone:*	( ) Home ( ) Work	(X) Cell	

Background Information

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.
Currently, I am a senior in the Environmental Science-Policy and Administration major at NAU. I believe that in order to protect the environment, all citizens must work together to change their consumption behaviors. I was an intern for the Coconino County Sustainable Building Program. I performed a project assessment on past buildings certified through the program by conducting face-to-face interviews with homeowners, as well as analyzing and evaluating data and comparing the data to AZ and U.S. averages. The goal of the assessment was to determine energy and water savings, in addition to providing the community with an idea of what types of systems and actions are the most efficient. Therefore, I believe I have the educational, as well as real-world experience to be part of the Sustainability Commission.
Why do you want to serve on the board or commission you listed?
I want to serve on the board to both expand my knowledge and experience with implementing real-world sustainability practices, in addition to providing the community with the knowledge that I have gained from my experiences in the class room and my internship.

By submitting this electronic form, I acknowledge that any information provided above is a public record, and I certify that I meet the City Charter requirement of living within the Flagstaff City limits and have read and understand the right to have my application considered in a public meeting.

* indicates required fields.

The following form was submitted via your website: Board/Commission Application

Date:: 03/28/2013

Board/Commission you wish to serve on:: Sustainability Commission

If applicable, type of seat for which you are qualified::

Name:: Molly Groyer

Home Phone:: 602-373-4255

Home Address:: 813 W. University Ave., Apt 612

Zip:: 86001

Mailing Address (If different from above)::

Employer:: NAU Financial Aid

Job Title:: Student Worker Supervisor

Business Phone::

Cell:: 602-373-4255

E-mail:: mg464@nau.edu

Indicate preferred telephone:: Cell

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.: Currently, I am a senior in the Environmental Science-Policy and Administration major at NAU. I believe that in order to protect the environment, all citizens must work together to change their consumption behaviors. I was an intern for the Coconino County Sustainable Building Program. I performed a project assessment on past buildings certified through the program by conducting face-to-face interviews with homeowners, as well as analyzing and evaluating data and comparing the data to AZ and U.S. averages. The goal of the assessment was to determine energy and water savings, in addition to providing the community with an idea of what types of systems and actions are the most efficient. Therefore, I believe I have the educational, as well as real-world experience to be part of the Sustainability Commission.

Why do you want to serve on the board or commission you listed?: I want to serve on the board to both expand my knowledge and experience with implementing real-world sustainability practices, in addition to providing the community with the knowledge that I have gained from my experiences in the class room and my internship.

Additional Information:
Form submitted on: 3/28/2013 2:00:57 PM
Submitted from IP Address: 12.161.57.66

Referrer Page: No Referrer - Direct Link
Form Address: http://az-flagstaff3.civicplus.com/Forms.aspx?FID=166

Stacy Saltzburg

From: noreply@civicplus.com
Sent: Sunday, April 28, 2013 9:29 PM
To: Elizabeth Burke; Stacy Saltzburg
Subject: Online Form Submittal: Board/Commission Application

If you are having problems viewing this HTML email, click to view a Text version.

Board/Commission Application

Important Notice:
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Application to Serve on a Board/Commission

Please note that this information is a public record.

Date:*	04/28/2013
Board/Commission you wish to serve on:*	Flagstaff Sustainability Program
If applicable, type of seat for which you are qualified:	

Your Information

Name:*	Branden Jordan	Home Phone:*	9282373757
Home Address:*	514 W Dale Ave #B	Zip:*	86001
Mailing Address (If different from above):	PO Box 544		
Employer:*	Arizona Snowbowl / Student	Job Title:*	Fire Science Student
Business Phone:		Cell:	
E-mail:*	boilermaker4@yahoo.com		
Indicate preferred telephone:*	(X) Home ( ) Work	( ) Cell	

Background Information

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.
I am an active member of the Greater Flagstaff Forest Partnership and am always looking for opportunities to help with the environment and community. I am rather new to the Flagstaff area and eager to get involved.
Why do you want to serve on the board or commission you listed?
I am very concerned about sustainability and conservation efforts and want to help in any way I can. I have a degree in Animal Science and Agribusiness MGMT from Purdue University which focused a lot on agricultural sustainability.

By submitting this electronic form, I acknowledge that any information provided above is a public record, and I certify that I meet the City Charter requirement of living within the Flagstaff City limits and have read and understand the right to have my application considered in a public meeting.

* indicates required fields.

The following form was submitted via your website: Board/Commission Application

Date:: 04/28/2013

Board/Commission you wish to serve on:: Flagstaff Sustainability Program

If applicable, type of seat for which you are qualified::

Name:: Branden Jordan

Home Phone:: 9282373757

Home Address:: 514 W Dale Ave #B

Zip:: 86001

Mailing Address (If different from above):: PO Box 544

Employer:: Arizona Snowbowl / Student

Job Title:: Fire Science Student

Business Phone::

Cell::

E-mail:: boilermaker4@yahoo.com

Indicate preferred telephone:: Home

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.: I am an active member of the Greater Flagstaff Forest Partnership and am always looking for opportunities to help with the environment and community. I am rather new to the Flagstaff area and eager to get involved.

Why do you want to serve on the board or commission you listed?: I am very concerned about sustainability and conservation efforts and want to help in any way I can. I have a degree in Animal Science and Agribusiness MGMT from Purdue University which focused a lot on agricultural sustainability.

Additional Information:
Form submitted on: 4/28/2013 9:28:30 PM
Submitted from IP Address: 184.98.196.90
Referrer Page: https://www.facebook.com/
Form Address: http://az-flagstaff3.civicplus.com/Forms.aspx?FID=166

CITY CLERK

IMPORTANT NOTICE: The City Council may consider appointments to boards and commissions in executive sessions which are closed to the public, and then make the appointments in a public meeting. You have the right, however, to have your application considered in a public meeting by providing a written request to the City Clerk.

CITY OF FLAGSTAFF
APPLICATION TO SERVE ON A BOARD/COMMISSION

RETURN TO: CITY CLERK'S OFFICE, 211 WEST ASPEN AVENUE, FLAGSTAFF, AZ 86001

PLEASE NOTE THAT THIS INFORMATION IS PUBLIC INFORMATION.
APPLICATIONS WILL BE KEPT ON FILE FOR ONE YEAR!

DATE: 11/12/13

BOARD/COMMISSION YOU WISH TO SERVE ON: Flagstaff Sustainability Commission

IF APPLICABLE, TYPE OF SEAT FOR WHICH YOU ARE QUALIFIED: _____

YOUR NAME: Ted Martinez HOME PHONE: 928-779-6426

HOME ADDRESS: 2620 N Center St Flagstaff AZ ZIP: 86004

MAILING ADDRESS (If Different from Above): _____

EMPLOYER: NAU JOB TITLE: Honors Lecturer

BUS. PHONE: 523-3383 CELL: N/A E-MAIL: Theodore.Martinez@nau.edu

PLEASE INDICATE PREFERRED TELEPHONE: ☐ HOME ☑ WORK ☐ CELL

BACKGROUND INFORMATION: Please explain how your community activities and other relevant experience/ interests are applicable to this board or commission.

I was on the Clean and Beautiful Commission in Yuma AZ and worked to bring Curbside Recycling to the city. I have been a teacher of environmental Science in Yuma and Flagstaff. I have a degree in environmental Science and voting from NAU

Why do you want to serve on the board or commission you listed? (Attach additional page if needed.)

I want to become more involved in my community. I also want to be aware of what is occuring ~~not~~ in the community and contribute. I also thing this is a good professional development opportunity.

I understand that any information provided above is public information and I certify that I meet the City Charter requirement of living within the Flagstaff City limits and have read and understand the right to have my application considered in a public meeting.

Applicant Signature

The City of Flagstaff is an Equal Opportunity/Affirmative Action Employer.

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RECEIVED
NOV 13 2013
BY

CITY OF FLAGSTAFF
APPLICATION TO SERVE ON A BOARD/COMMISSION

RETURN TO: CITY CLERK'S OFFICE, 211 WEST ASPEN AVENUE, FLAGSTAFF, AZ 86001

PLEASE NOTE THAT THIS INFORMATION IS PUBLIC INFORMATION.
APPLICATIONS WILL BE KEPT ON FILE FOR ONE YEAR!

DATE: 11/13/13

BOARD/COMMISSION YOU WISH TO SERVE ON: Sustainability Commission

IF APPLICABLE, TYPE OF SEAT FOR WHICH YOU ARE QUALIFIED: _____

YOUR NAME: Kevin Ordean HOME PHONE: _____

HOME ADDRESS: 813 W Clay Ave, B ZIP: 86001

MAILING ADDRESS (If Different from Above): _____

EMPLOYER: NAU JOB TITLE: _____

BUS. PHONE: _____ CELL (928) 600 0654 E-MAIL Kordean@gmail.com

PLEASE INDICATE PREFERRED TELEPHONE: ☐ HOME ☐ WORK ☒ CELL

BACKGROUND INFORMATION: Please explain how your community activities and other relevant experience/ interests are applicable to this board or commission.

See attached

Why do you want to serve on the board or commission you listed? (Attach additional page if needed.)

See attached

I understand that any information provided above is public information and I certify that I meet the City Charter requirement of living within the Flagstaff City limits and have read and understand the right to have my application considered in a public meeting.

Applicant Signature

The City of Flagstaff is an Equal Opportunity/Affirmative Action Employer.

Kevin Ordean
Sustainability Commission Application

Background information:

I moved to Flagstaff in 2008 to pursue a degree in sustainability at NAU. I earned a B.S. Environmental Studies and I am currently pursuing a M.A. in Sustainable Communities, with a focus on economic development. While at NAU I helped to co-found of the NAU Green Fund, and currently serve on the Board of Advisors. I have worked with many of the campus groups that focus on sustainability and served on the Environmental Caucus steering committee while chairing the Student Environmental Caucus. During this time I led the planning and implementation of the NAU Earth Week events as well as several other campus and community events. I have been a member of the Sustainable Economic Development Initiative Board of Directors since August of 2012. For the first year I served as a board alternate and this past August was nominated and accepted as a board member and vice-chair of the Education and Outreach Committee. I currently work for the Green NAU Energy Initiative at Northern Arizona University.

Why I want to serve on the Commission:

Working in sustainability on a University scale is both challenging and rewarding. I feel like I learned quite a bit about how institutions achieve goals and the challenges that large institutions face in making the transition to a more sustainable model. I think these lessons are applicable at the City level and my experience working within the University would make me an asset to the commission. Civic service is important to me and I feel like I can provide assistance and expertise to this commission which would allow for even stronger and more thought out recommendations to the council.

Beyond a student of sustainable practices I am also an entrepreneur. I have two startups in the NACET business incubator and I am working with as many folks as I can on economic development ideas. I am passionate about sustainability as well as economic development and I believe that with consideration they are able to go hand in hand.

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RECEIVED
NOV 12 2013
BY:

CITY OF FLAGSTAFF
APPLICATION TO SERVE ON A BOARD/COMMISSION

RETURN TO: CITY CLERK'S OFFICE, 211 WEST ASPEN AVENUE, FLAGSTAFF, AZ 86001

PLEASE NOTE THAT THIS INFORMATION IS PUBLIC INFORMATION.
APPLICATIONS WILL BE KEPT ON FILE FOR ONE YEAR!

DATE: 11-8-2013

BOARD/COMMISSION YOU WISH TO SERVE ON: Sustainability Commission

IF APPLICABLE, TYPE OF SEAT FOR WHICH YOU ARE QUALIFIED: _____

YOUR NAME: Jeffrey L. Stevenson HOME PHONE: 928-522-4133

HOME ADDRESS: 1741 N. Fairway Drive ZIP: 86004

MAILING ADDRESS (If Different from Above): _____

EMPLOYER: Good Pay Low Rates, Inc. JOB TITLE: COO

BUS. PHONE: – CELL: – E-MAIL: jeff.stevenson@goodpaylowrates.com

PLEASE INDICATE PREFERRED TELEPHONE: ■ HOME ☐ WORK ☐ CELL

BACKGROUND INFORMATION: Please explain how your community activities and other relevant experience/ interests are applicable to this board or commission.

- 10 years experience Boy Scouts of America trained leader.
- Marcos de Niza site council member 4 years co-chair 1 year
- Wrote Rim Country Mountain Biking, Pruett Publishers, Boulder CO, 1995

Why do you want to serve on the board or commission you listed? (Attach additional page if needed.)

To help the city government implement good sustainability ordinances, policies and procedures.

I understand that any information provided above is public information and I certify that I meet the City Charter requirement of living within the Flagstaff City limits and have read and understand the right to have my application considered in a public meeting.

Applicant Signature

The City of Flagstaff is an Equal Opportunity/Affirmative Action Employer.

IMPORTANT NOTICE: *The City Council may consider appointments to boards and commissions in executive sessions which are closed to the public, and then make the appointments in a public meeting. You have the right, however, to have your application considered in a public meeting by providing a written request to the City Clerk.*

CITY OF FLAGSTAFF
APPLICATION TO SERVE ON A BOARD/COMMISSION

RETURN TO: CITY CLERK'S OFFICE, 211 WEST ASPEN AVENUE, FLAGSTAFF, AZ 86001

PLEASE NOTE THAT THIS INFORMATION IS PUBLIC INFORMATION.
APPLICATIONS WILL BE KEPT ON FILE FOR ONE YEAR!

DATE: 10/22/13

BOARD/COMMISSION YOU WISH TO SERVE ON: Sustainability Commission

IF APPLICABLE, TYPE OF SEAT FOR WHICH YOU ARE QUALIFIED: _____

YOUR NAME: Ellen Vaughan HOME PHONE: 315-472-7959

HOME ADDRESS: 1988 N. Southern Hills Drive ZIP: 86004

MAILING ADDRESS (If Different from Above): _____

EMPLOYER: NAU JOB TITLE: Manager, Office of Sustainability

BUS. PHONE: _____ CELL: 315-472-7959 E-MAIL: Ellen.Vaughan@nau.edu

PLEASE INDICATE PREFERRED TELEPHONE: ☐ HOME ☐ WORK ☒ CELL

BACKGROUND INFORMATION: Please explain how your community activities and other relevant experience/ interests are applicable to this board or commission.

I'm the new manager of the Office of Sustainability at NAU (replacing Brian McLaren). I am on NAU's Environmental Caucus Steering Committee & the Coordinating Committee for Campus Sustainability. I hope to join multiple other groups soon.

Why do you want to serve on the board or commission you listed? (Attach additional page if needed.)

- I hope to be the liaison between NAU and Flagstaff
- I hope to become integrally involved in multiple sustainable initiatives throughout the region

I understand that any information provided above is public information and I certify that I meet the City Charter requirement of living within the Flagstaff City limits and have read and understand the right to have my application considered in a public meeting.

Ellen Vaughan
Applicant Signature

The City of Flagstaff is an Equal Opportunity/Affirmative Action Employer.

Ellen Lucinda Vaughan

1988 N Southern Hills Drive (315) 472-7959
Flagstaff, AZ 86004 Ellen.L.Vaughan@gmail.com

Education:

Master of Professional Studies (December, 2007)
State University of New York, College of Environmental Science and Forestry, Syracuse, New York.

- Major: Environmental Policy
  - Thesis studies: Analysis of carbon sequestration and storage potential of Syracuse, NY's urban forests in relation to Syracuse's overall greenhouse gas and particulate footprint

Bachelor of Liberal Arts (May, 2006)
Virginia Polytechnic Institute and State University, Blacksburg, Virginia.

- Major: Interdisciplinary Studies
  - Concentration: Business, Forestry, Humanities

Experience:

Manager, Office of Sustainability (October 2013 – Present)
Northern Arizona University, Flagstaff, Arizona

Project Coordinator (August 2011 – August 2013)
Public Counsel of the Rockies, Aspen, Colorado

- Responsible for managing the development, execution and follow-up of organization's programs
  - Current programs include a bimonthly presentation series, a "smart water" initiative to increase regional streamflow and a "hydroelectric collaborative" to support the development of regional sustainable hydropower
- Assisted in grant writing, event coordination, website development (Wordpress), accounting (TimeNet Law) and strategic planning.

Program Director (April 2009 – June 2011)
Renewable Natural Resources Foundation, Bethesda, Maryland

- Lead staff member in charge of programs for consortium of natural resource professional and scientific organizations
- *Renewable Resources Journal* assistant editor
  - Responsible for article solicitation, editing news and articles, maintaining subscription database and promotion
- Managed annual national conferences including topic selection, background research, fundraising, delegate selection, press and writing of conference report

- Conducted "Washington Round Tables" to create a forum where scientists can discuss natural resource management public policy issues with federal employees
- Managed RNRF natural resource awards program
- Maintained and enhanced website

Global Warming Field Organizer (May, 2008 – January, 2009)
Greenpeace, Fairfax County, Virginia

- Worked on Project Hot Seat, Greenpeace's grassroots campaign to stop climate change
- Successfully accomplished campaign goal of garnering candidate commitment to stopping climate change
- Educated and mobilized hundreds of community members across Northern Virginia to demand climate change leadership from their congressional candidates
- Directly lobbied congressional candidates on climate change, renewable energy, green collar jobs and OCS/ANWR drilling

Director of Sustainability (May, 2007 – May, 2008)
Syracuse Center of Excellence in Environmental and Energy Systems (SCoE), Syracuse, New York

- Responsible for greening SCoE's internal operations
- Collaborated with Syracuse's convention centers and hotels to create green conferences
- Helped a local, rural community (Fabius, NY) in developing its sustainable energy plan
- Partnered with the Doris Duke Charitable Foundation to develop a template which assists universities in creating a sustainability plan
- Founded a regional Emerging Green Builders (EGB) chapter, a group of students and young professionals dedicated to the green building movement

Business Manager (Summer, 2006)
Kenai River Float-n-Fish, Cooper Landing, Alaska

- Responsible for business operations of a river fishing company

Office Support (Summers, 2002 and 2004)
TRW, Fairfax, Virginia

- Provided call-center assistance with a global manufacturing and services company
- Furnished IT support for Microsoft and Lotus-based applications

Computer skills:

- Strong command of MS Office (Word, Excel, PowerPoint), Photoshop and

Wordpress. Basic skills in Access, InDesign, Pagemaker, TimeNet Law (accounting) and GIS.

Personal Interests:

Mountaintop Removal Coal Mining:
Founder and President (2003 - 2006)
Mountain Justice at Virginia Tech (MJVT), Blacksburg, Virginia
Mountain Justice is a student-run organization that works to educate themselves and their community about the destructive practices of mountain top removal coal mining.

Hiking/Camping:
Solo thru-hiked Appalachian Trail (2003)

Publications:

Co-Editor, Report on Assessing America's Renewable Energy Future. *Renewable Resources Journal.* Vol. 26, No. 2. 2010.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, Deputy City Clerk
Date:	11/25/2013
Meeting Date:	12/03/2013

TITLE:

Consideration and Action on Liquor License Application: Sucheewa Buschmann, "Ewa's Thai Cuisine", 110 S. San Francisco St., Series 12 (restaurant), New License.

RECOMMENDED ACTION:

1) Hold Public Hearing
The City Council has the option to:
2) Forward the application to the State with a recommendation for approval;
3) Forward the application to the State with no recommendation; or
4) Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

Policy Decision or Reason for Action:

Sucheewa Buschmann is the agent for a new Series 12 (restaurant) liquor license for Ewa's Thai Cuisine.

Financial Impact:

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

Connection to Council Goal:

Effective governance (Regulatory action)

Has There Been Previous Council Decision on This:

Not applicable.

Options and Alternatives:

1) Table the item if additional information or time is needed.
2) Make no recommendation.
3) Forward the application to the State with a recommendation for approval.
4) Forward the application to the State with a recommendation for denial, stating the reasons for such recommendation.

Background/History:

An application for a new Series 12 liquor license was received from Sucheewa Buschmann for Ewa's Thai Cuisine.

A background investigation performed by Sgt. Matt Wright of the Flagstaff Police Department resulted in a recommendation for approval.

A background investigation performed by Gregory Brooks, Code Compliance Officer resulted in no active code violations being reported.

Sales tax and licensing information was reviewed by Ranbir Cheema, Tax, Licensing & Revenue Manager, who stated that the business is in compliance with the tax and licensing requirements of the City.

Key Considerations:

Because the application is for a new license, consideration may be given to both the location and the applicant's personal qualifications.

A Series 12 license allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.

The deadline for issuing a recommendation on this application is December 5, 2013.

The applicant is not required to provide the distance between the applicant’s business and the nearest church or school for government; and the State does not require a geological map or list of licenses in the vicinity for any license series.

Expanded Financial Considerations:

This business will contribute to the tax base of the community.

Community Benefits and Considerations:

The application was properly posted on November 5, 2013.

No written protests have been received to date.

Expanded Options and Alternatives:

1) Table the item if additional information or time is needed.
2) Make no recommendation.
3) Forward the application to the State with a recommendation for approval.
4) Forward the application to the State with a recommendation for denial, stating the reasons for such recommendation.

Attachments:

Ewa's - Letter to Applicant
Hearing Procedures
Series 12 Description
Ewa's - PD Memo
Ewa's - Code Memo
Ewa's - Tax Memo

OFFICE OF THE CITY CLERK

November 21, 2013

Ewa's Thai Cuisine
Attn: Sucheewa Buschmann
677 N. Foxhill Rd.
Flagstaff, AZ 86004

Dear Sucheewa:

Your application for a new Series 12 liquor license for Ewa's Thai Cuisine at 110 S. San Francisco St. was posted on November 5, 2013. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, December 3, 2013 which begins at 4:00 p.m.**

It is important that you or your representative attend this Council Meeting and be prepared to answer any questions that the City Council may have. 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 will expire on November 25, 2013 and the application may be removed from the premises at that time.

If you have any questions, please feel free to call me at 928-213-2077.

Sincerely,

Stacy Saltzburg
Deputy City Clerk

Enclosure

City of Flagstaff

Liquor License Application
Hearing Procedures

1. When the matter is reached at the Council meeting, the presiding officer will accept a motion to 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. By motion, Council will then close the public hearing.

8. By motion, the Council will then 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 12 Restaurant License

Non-transferable
On-sale retail privileges
Note: Terms in **BOLD CAPITALS** are defined in the glossary.

PURPOSE:
Allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:
An applicant for a restaurant license must file a copy of its restaurant menu and Restaurant Operation Plan with the application. The Plan must include listings of all restaurant equipment and service items, the restaurant seating capacity, and other information requested by the department to substantiate that the restaurant will operate in compliance with Title 4.

The licensee must notify the Department, in advance, of any proposed changes in the seating capacity of the restaurant or dimensions of a restaurant facility.

A restaurant licensee must maintain complete restaurant services continually during the hours of selling and serving of spirituous liquor, until at least 10:00 p.m. daily, if any spirituous liquor is to be sold and served up to 2:00 a.m.

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.

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.

MEMORANDUM

Memo # 13-109-01

TO: **Chief Kevin Treadway**

FROM: **Sgt. Matt Wright**

DATE: **November 12, 2013**

RE: **LIQUOR LICENSE APPLICATION – SERIES 12- FOR "Ewa's Thai Cuisine"**

On August 9, 2013, I initiated an investigation into an application for a series 12 (restaurant) liquor license filed by Sucheewa Buschmann (Agent/Controlling Person). Sucheewa Buschmann (also known as "Ewa") is the sole owner of Ewa's Thai Cuisine located at 110 S. San Francisco in Flagstaff. Sucheewa will also run the day to day operations. Ewa's Thai Cuisine is currently open for business after extensive renovations were completed. This application is for a series 12 license #12033350.

I conducted a query through local systems and public access on Sucheewa Buschmann and I found no derogatory records. I learned Sucheewa was a part owner of Pato Thai Cuisine located at 104 N. San Francisco but has recently sold her share of the restaurant to start her own. When I spoke with Sucheewa she denied having any past or present violations from the Department of Liquor. I spoke with Sucheewa who advised she herself has never received any liquor law violations and has never been arrested. I asked Sucheewa about the mandatory liquor law training course. Sucheewa stated she had completed the mandatory classes and provided proof.

As a result of this investigation the recommendation to Council is for approval of the series 12 license.

Planning and Development Services Memorandum

November 8, 2013

TO: Stacy Saltzburg, Deputy City Clerk

THROUGH: Roger E. Eastman, AICP, Comprehensive Planning and Code Administrator

FROM: Gregory Brooks, Code Compliance Officer II

RE: Application for Liquor License #12033350
110 S. San Francisco St., Flagstaff, Arizona 86001
Assessor's Parcel Number 103-08-006
Sucheewa Buschmann on behalf of Ewa's Thai Cuisine

This application is a request for a Series 12 (Restaurant) new liquor license from Sucheewa Buschmann on behalf of Ewa's Thai Cuisine, located in the Community Comercial (CC) Zone. This district allows for restaurants.

There are no active zoning code violations associated with Sucheewa Buschmann or Ewa's Thai Cuisine at this time.

This liquor license is recommended for approval.

Memo

To: Stacy Saltzberg, Deputy City Clerk

From: Ranbir Cheema - Tax, Licensing & Revenue Manager

Date: November 13, 2013

Re: Series 12 Liquor License – New License – Ewa's Thai Cuisine

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Ewa's Thai Cuisine LLC DBA Ewa's Thai Cuisine is properly licensed with the City for Transaction Privilege Tax purposes. They are current in their tax returns filing and payment of sales tax to the City. At this time, they are in full compliance of the City sales tax code requirements.

/liquor licenses/Ewa's Thai Cuisine.doc

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, Deputy City Clerk
Date:	11/25/2013
Meeting Date:	12/03/2013

TITLE:

Consideration and Action on Liquor License Application: Cecily Slift-Maniaci, "The Toasted Owl Cafe", 121 E. Birch Ave., Series 12 (restaurant), New License.

RECOMMENDED ACTION:

1) Hold the Public Hearing
The City Council has the option to:
2) Forward the application to the State with a recommendation for approval;
3) Forward the application to the State with no recommendation; or
4) Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

Policy Decision or Reason for Action:

Cecily Clift-Maniaci is the agent for a new Series 12 (restaurant) liquor license for The Toasted Owl Cafe.

Financial Impact:

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

Connection to Council Goal:

Effective governance (Regulatory action)

Has There Been Previous Council Decision on This:

Not applicable.

Options and Alternatives:

1) Table the item if additional information or time is needed.
2) Make no recommendation.
3) Forward the application to the State with a recommendation for approval.
4) Forward the application to the State with a recommendation for denial, stating the reasons for such recommendation.

Background/History:

An application for a new Series 12 liquor license was received from Cecily Clft-Maniaci for The Toasted Owl Cafe.

A background investigation performed by Sgt. Matt Wright of the Flagstaff Police Department resulted in a recommendation for approval.

A background investigation performed by Gregory Brooks, Code Compliance Officer resulted in no active code violations being reported.

Sales tax and licensing information was reviewed by Ranbir Cheema, Tax, Licensing & Revenue Manager, who stated that the business is in compliance with the tax and licensing requirements of the City.

Key Considerations:

Because the application is for a new license, consideration may be given to both the location and the applicant's personal qualifications.

A Series 12 license allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.

The deadline for issuing a recommendation on this application is December 5, 2013.

The applicant is not required to provide the distance between the applicant’s business and the nearest church or school for government; and the State does not require a geological map or list of licenses in the vicinity for any license series.

Expanded Financial Considerations:

This business will contribute to the tax base of the community.

Community Benefits and Considerations:

The application was properly posted on November 1, 2013.

No written protests have been received to date.

Expanded Options and Alternatives:

1) Table the item if additional information or time is needed.
2) Make no recommendation.
3) Forward the application to the State with a recommendation for approval.
4) Forward the application to the State with a recommendation for denial, stating the reasons for such recommendation.

Attachments:

Toasted Owl - Letter to Applicant
Hearing Procedures
Series 12 Description
Toasted Owl - PD Memo
Toasted Owl - Code Memo
Toasted Owl - Tax Memo

OFFICE OF THE CITY CLERK

November 21, 2013

The Toasted Owl Cafe
Attn: Cecily Clift-Maniaci
PO Box 1808
Grand Canyon, AZ 86023

Dear Ms. Clift-Maniaci:

Your application for a new Series 12 liquor license for The Toasted Owl Cafe at 121 E. Birch Ave. was posted on November 1, 2013. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, December 3, 2013 which begins at 4:00 p.m.**

It is important that you or your representative attend this Council Meeting and be prepared to answer any questions that the City Council may have. 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 expired on November 21, 2013 and the application may be removed from the premises at this time.

If you have any questions, please feel free to call me at 928-213-2077.

Sincerely,

Stacy Saltzburg
Deputy City Clerk

Enclosure

City of Flagstaff

Liquor License Application
Hearing Procedures

1. When the matter is reached at the Council meeting, the presiding officer will accept a motion to 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. By motion, Council will then close the public hearing.

8. By motion, the Council will then 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 12 Restaurant License

Non-transferable
On-sale retail privileges
Note: Terms in **BOLD CAPITALS** are defined in the glossary.

PURPOSE:
Allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:
An applicant for a restaurant license must file a copy of its restaurant menu and Restaurant Operation Plan with the application. The Plan must include listings of all restaurant equipment and service items, the restaurant seating capacity, and other information requested by the department to substantiate that the restaurant will operate in compliance with Title 4.

The licensee must notify the Department, in advance, of any proposed changes in the seating capacity of the restaurant or dimensions of a restaurant facility.

A restaurant licensee must maintain complete restaurant services continually during the hours of selling and serving of spirituous liquor, until at least 10:00 p.m. daily, if any spirituous liquor is to be sold and served up to 2:00 a.m.

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.

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.

MEMORANDUM

13-104-01

TO: **Chief Kevin Treadway**

FROM: **Sgt. Matt Wright**

DATE: **November 1, 2013**

RE: **LIQUOR LICENSE APPLICATION – SERIES 12- FOR "The Toasted Owl"**

On November 1, 2013 I initiated an investigation into an application for a series 12 (restaurant) liquor license filed by Cecily Maniaci the owner of The Toasted Owl. Cecily Maniaci is the only listed owner and operator on the license. Cecily will run the day to day operations. The restaurant is located at 121 E. Birch Avenue in downtown Flagstaff. This application is for a series 12 license #12033351.

I conducted a query through local systems and public access on Cecily Maniaci. No derogatory records were found. Cecily has attended the mandatory liquor law training course and provided proof. I spoke with Cecily who stated she had never been arrested, and has ownership of three other liquor licenses. Cecily said she has never received any liquor law violations. The Toasted Owl is currently open for business and operating without a liquor license until the approval of this application.

As a result of this investigation the recommendation to Council is for approval of the series 12 license.

Planning and Development Services Memorandum

November 4, 2013

TO: Stacy Saltzburg, Deputy City Clerk

THROUGH: Roger E. Eastman, AICP, Comprehensive Planning and Code Administrator

FROM: Gregory Brooks, Code Compliance Officer II

RE: Application for Liquor License #12033351
121 E. Birch Ave., Flagstaff, Arizona 86001
Assessor's Parcel Number 101-19-008C
Cecily Clift-Maniaci on behalf of The Toasted Owl

This application is a request for a Series 12 (Restaurant) new liquor license from Cecily Clift-Maniaci on behalf of The Toasted Owl, located in the Central Business (CB) Zone. This district allows for restaurants.

There are no active zoning code violations associated with Cecily Clift-Maniaci or The Toasted Owl at this time.

This liquor license is recommended for approval.

Memo

To: Stacy Saltzberg, Deputy City Clerk

From: Ranbir Cheema - Tax, Licensing & Revenue Manager

Date: November 13, 2013

Re: Series 12 Liquor License – New License – The Toasted Owl Cafe

---

Crimson Partners LLC DBA The Toasted Owl Café is properly licensed with the City for Transaction Privilege Tax purposes. They are current in their tax returns filing and payment of sales tax to the City. At this time, they are in full compliance of the City sales tax code requirements.

/liquor licenses/Toasted Owl.doc

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	James Duval, Sr. Project Manager
Date:	11/25/2013
Meeting Date:	12/03/2013

TITLE:

Consideration and Approval of Contract: Third Amendment to Transit Service Intergovernmental Agreement (IGA) to provide City Project Management Services to the Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) for the Bus Facility Expansion Project.

RECOMMENDED ACTION:

Approve the Third Amendment to the Transportation Service Intergovernmental Agreement with the Northern Arizona Intergovernmental Public Transit Authority (NAIPTA).

Policy Decision or Reason for Action:

Approving the Third Amendment to the Transit Service Intergovernmental Agreement (IGA) will allow the City and NAIPTA to move forward with Project Management and contract administration for the NAIPTA Bus Facility Expansion Project.

Financial Impact:

NAIPTA will reimburse the City for Project Management Services in an amount not to exceed $70,000.00.

Connection to Council Goal:

Effective governance.

Has There Been Previous Council Decision on This:

Yes - the original IGA was approved by Council on July 1, 2006, and this was the first IGA between NAIPTA and the City to establish Transit Services. The first amendment to the IGA was approved by Council on June 18, 2008 and established an agreement in the construction and development of a Parking Lot and Transfer Center on Phoenix Avenue between Mike's Pike and Beaver St. The second amendment to the IGA was approved by Council and authorized the construction of the NAIPTA Comfort Station on December 12, 2011 at the Downtown Transfer Station.

Options and Alternatives:

- Approve the IGA as presented
- Provide direction for revisions and further Council consideration
- Reject the IGA and inform NAIPTA that Project Management and Federal grant compliance during construction will not be provided by the City

Background/History:

NAIPTA's recent approval of the Flagstaff Regional 5-year and Long Range Transit Plan, along with the 2008 voter approved ballot measures 402 and 403, call for an increased frequency and route expansion, which are planned for FY 2015. Ballot measures 402 and 403 as approved by Voters, and currently in place, are the extension and increase of a dedicated transit tax, expanded services and frequency, the development and operations of Mountain Link, and the purchase of hybrid-electric buses. Based on these factors, NAIPTA's growth is necessitating the construction of a dedicated bus storage facility, wash bay, and fuel island.

This proposed construction is the final phase of NAIPTA's Transit Operations Center which is jointly funded by the Federal Transit Administration (FTA), the State of Arizona, Coconino County, and the City. The Phase 1 buildings were constructed and completed almost six years ago as part of a full rehabilitation of an existing car dealership. The rehabilitation and construction served as Phase 1 of a two-phase build-out. Unfortunately, at that time, adequate funds were not available to complete the bus storage facility. Current maintenance facilities serve as covered parking for a maximum of 13 buses. Until the Mountain Link route expansion, this existing facility provided reasonable accommodations for approximately 70% of the fleet. Through the addition of Mountain Link in 2011, roughly half of NAIPTA's fleet is now left uncovered nightly. The proposed facility expansion will satisfy NAIPTA's current needs and it will provide adequate fleet storage for planned route expansions in FY 2015. FTA has provided direction to transit systems across the county to maintain fleets in a "State of Good Repair".

With the inclusion of a bus wash facility on site, NAIPTA understands the importance of daily preventative maintenance. This facility will reduce current washing labor by 50% and water usage by about 40%, as well as staff resources. The addition of the fuel island will yield approximately $50,000 annual savings in off-site fuel costs and operator expenses, as the fixed-route drivers' travel about a mile off-route to re-fuel before bringing the bus back to the Transit Operations Center.

NAIPTA has started the process for the design and construction of the Bus Facility Expansion Project. This project is funded in part by FTA grant monies. NAIPTA has completed the qualifications based selection process for the selection of a Design Build Contractor. On September 20, 2013, NAIPTA signed a contract with Kinney Construction Services of Flagstaff, Arizona to provide the design and construction services for the Bus Facility Expansion Project.

Key Considerations:

It is NAIPTA's desire to have the City provide Project Management and contract administration services for the Design Build contract for the Bus Facility Expansion Project. NAIPTA will reimburse the City for this service. It is anticipated that Project Management services will take approximately 570 man-hours for the project spanning the period between design, construction and issuance of the Certificate of Occupancy.

Expanded Financial Considerations:

The recommended agreement will require NAIPTA to reimburse the City for Project Management services not to exceed $70,000. It is anticipated that 570 man-hours will be required to complete the Project Management services. The full burden rate for a Senior Project Manager is $122.56/hour. NAIPTA will only be billed for hours actually required to complete the City provided services.

Community Benefits and Considerations:

The bus facility expansion project is consistent with the ballot propositions as approved, the overall objective of the FTA to ensure bus fleets around the county are kept in a state of good repair, the objectives of the Flagstaff Area Regional Land Use and Transportation Plan, the FMPO Regional Transportation Plan, and NAIPTA's 5-year and Long Range Transit Plan. The expansion facility is necessary to maintain bus operations in support of the transit route operations.

Community Involvement:

There has been no community involvement specific to this amendment of the IGA. However, there has been community involvement in the site planning and Conditional Use Permits issued by the City for the NAIPTA project.

NAIPTA brought this plan expansion forward for discussion and direction with their Board of Directors (BOD) early in the process. The BOD approved the pursuit of Federal funds for this project on February 13, 2012. NAIPTA's Technical Advisory Committee and BODs has received quarterly updates on the project's design and financing progress.

Site Plan and Conditional Use Permit approvals required a Public Hearing, which was held on April 25, 2012. Prior to that, NAIPTA held a "Good Neighbor Meeting and Open House" on March 20, 2012 and staff attended the adjacent neighborhood's Homeowner's Association Meeting on April 18, 2012 to address questions from the public. The neighborhood expressed appreciation in the proposed project, especially with the internal storage of the fleet. There was also a positive response to having the Vehicle Pre-trip Inspections occur undercover and not out in the open.

Attachments: Vicinity Map
3rd Amendment IGA

NAIPTA Bus Expansion Facility Project

Title: NAIPTA Bus Expansion Facility
COF Proj. No. 00000
COF File No. 03-13010

0 40 80 160 240 320 Feet

November 18, 2013

THIRD AMENDMENT TO TRANSIT SERVICE

INTERGOVERNMENTAL AGREEMENT

CITY OF FLAGSTAFF

AND

NORTHERN ARIZONA INTERGOVERNMENTAL PUBLIC

TRANSPORTATION AUTHORITY

THIS THIRD AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (this "Third Amendment") is made and entered into effective as of the ___ day of _____, 2013 (the "Effective Date"), by and between the City of Flagstaff, an Arizona municipal corporation ("City"), and the Northern Arizona Intergovernmental Public Transportation Authority ("NAIPTA") an corporate body and political subdivision of the State of Arizona ("NAIPTA"). City and NAIPTA are sometimes referred to in this Second Amendment collectively as the "Parties" and each individually as a "Party."

RECITALS:

A. The Parties entered into an Intergovernmental Agreement for transit services dated July 1, 2006, (the "Original IGA") which was amended the agreement on June 18, 2008 (the "First Amendment") and on December 12th 2011 (the "Second Amendment"). The term "Original IGA" as used herein shall mean the Original IGA as amended in the First and Second Amendments. All capitalized terms used without definition in this Third Amendment shall have the definitions ascribed to them in the Original IGA,

B. The Parties now desire to amend the Original IGA to provide for the City to provide project management services for the construction and development of an expanded bus storage and maintenance facility (Bus Facility Expansion) at NAIPTA headquarters on property owned by NAIPTA and located at 3773 N Kaspar Avenue, Flagstaff, AZ 86004, as described in the Scope of Services attached hereto as Exhibit "A," pursuant to the terms and conditions contained in this Third Amendment.

C. Construction of the Bus Facility Expansion will be funded in part through a grant from the Federal Transit Authority ("FTA" and the "FTA Grant"), with matching funds provided through the dedicated transit tax funds. The FTA Grant and the dedicated transit tax funds are referred to in this Third Amendment as the Federal Funds. Federal law requires that the bus facility be used for transit purposes (as defined by the FTA) for a useful life as defined by NAIPTA and approved by FTA in federal grant award.

AGREEMENTS:

NOW, THEREFORE, for and in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby amend the Original IGA as follows:

1. Section 1, "Obligations of NAIPTA" is amended by adding new Section 1.5 to read:

1. 5 Bus Facility Expansion Obligations

1.5.1 NAIPTA will be responsible for planning and development of the Property for the Bus Facility Expansion. NAIPTA or its Contractor will provide plans and specifications of site development to the City.

1.5.2 NAIPTA shall pay for 100% of cost to design, permit, and construct the Bus Facility Expansion.

1.5.3 NAIPTA shall retain responsibility as the FTA grant recipient for grant reporting, closure, repayment, or any other fiscal or administrative duties as related to such grant.

1.5.4 NAIPTA shall be responsible for procurement and purchasing of all services, including professional services, and all materials, necessary for the development of the Bus Facility Expansion, in compliance with FTA procurement regulations.

2. Section 2, "City's Obligations" is amended by adding new Section 2.8 to read:

2.8 Bus Facility Expansion Obligations

2.8.1 City shall be responsible for providing project management as follows:

2.8.1.1 Act on behalf of the NAIPTA for all day-to-day construction related items.

2.8.1.2 Responsible for overall on-site contract management, administration, project controls, and coordination.

2.8.1.3 On-site management and construction phase communication procedures.

2.8.1.4 Construction Administration procedures.

2.8.1.5 Coordinate with NAIPTA and provide weekly updates on progress, quantity calculations, and Federal reporting.

2.8.1.6 Review Contractor construction schedule(s) and verify project tracking.

2.8.1.7 Interface with the Design-Build Construction Firm on all facets of the project

2.8.1.8 Monitor and enforce contractor compliance with plans, specifications

2.8.1.9 Assist in the timely review and response to requests-for-information, clarifications, and interpretations of the contract documents.

2.8.1.10 Develop and maintain a professional working relationship with the client, contractor, and (as needed) regulatory agencies.

2.8.1.11 Attend weekly progress / coordination meetings and review Contractor meeting minutes.

2.8.1.12 Review and recommend for approval requests for payment.

2.8.1.13 Present recommendations to Owner on impact of construction changes (time and budget).

2.8.1.14 Verify safety programs and provide report as needed to Owner.

2.8.1.15 Report, track, review and evaluate change orders (time and price).

2.8.1.16 Prepare monthly project progress reports.

2.8.1.17 Coordinate and oversee Project Close out.

2.8.1.18 Review record drawings, operations, and maintenance materials.

2.8.1.19 Insure redline As-builts are current and correct.

2.8.1.20 Assist NAIPTA with procurement and review of Third Party independent review of final construction Guaranteed Maximum Price.

2.8.2 City shall be responsible for submitting invoice to NAIPTA for service rendered under the terms of this IGA amendment.

3. Section 3 “Compensation” is amended by adding section 3.5 to read:

3.5 NAIPTA shall pay the City of Flagstaff $122.56 per hour for Project Management services at a total price not to exceed $70,000 for services rendered under the terms of this agreement.

4. Incorporation of Recitals and Attachments. The Recitals are acknowledged to be true and correct and are hereby incorporated as agreements of the Parties, and the Attachments are incorporated herein as if fully set forth in this Third Amendment.

5. Reaffirmation of Original IGA and Subsequent Amendments. Except as amended by this Third Amendment, the Original IGA, the First Amendment and the Second Amendment shall remain in full force and effect. In the event of any conflict between this Third Amendment and the Original IGA, the First Amendment and the Second Amendment, the terms of this Third Amendment shall prevail.

6. Counterparts. This Third Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, binding on all of the Parties. The Parties agree that this Amendment may be transmitted between them via facsimile. The Parties intend that the faxes signatures constitute original signatures and that a faxed agreement containing the signatures (original or faxed) of all the Parties is binding upon the Parties.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Third Amendment effective as of the Effective Date set forth above.

CITY OF FLAGSTAFF	NAIPTA
_____	_____
Jerry Nabours, Mayor	Celia Barotz, Board Chair
Attest:	Attest:
_____	_____
City Clerk	Clerk of the Board
Approved as to form:	
_____	_____
City Attorney	General Counsel

Attachments: Scope of Services

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: David Wessel, Metro Planning Org Manager

Co-Submitter: Amy Hagin, Senior Procurement Specialist

Date: 11/25/2013

Meeting Date: 12/03/2013

TITLE:

Consideration and Approval of Contract: Flagstaff Metropolitan Planning Organization (FMPO) Regional Transportation Plan (RTP) technical update

RECOMMENDED ACTION:

Award the contract to Kimley Horn Associates in the amount of $110,000 for consulting services.

Policy Decision or Reason for Action:

The FMPO's Regional Transportation Plan is a federally mandated document that must be updated every 4-5 years. FMPO works closely with the City and County to coordinate land use and transportation policy. The RTP combines policy and funding expectations to create a 20-year plan and program that serves to direct the expenditure of federal transportation dollars in the region.

This contract will deliver the data and technical and policy analysis tools required to engage the public in an informed and meaningful way after the regional plan election tentatively scheduled for May 2014.

Subsidiary Decisions Points:
The City of Flagstaff serves as fiscal agent for the FMPO. This task and budget is in the FMPO FY 2014 Unified Plan and Work Program.

Financial Impact:

$110,000 in federal transportation dollars will pay for this contract.

Throughout the course of this study many city and county staff will be called upon to provide their expertise on transportation policy, plans, projects and funding. Their time will be tracked and used as match against the grant funds.

Connection to Council Goal:

1 . Repair Replace maintain infrastructure (streets & utilities)
5. Retain, expand, and diversify economic base
11. Effective governance.

Has There Been Previous Council Decision on This:

No. The Council has approved contracts for past updates to the RTP.

Options and Alternatives:

Remand the contract and scope to FMPO staff or Executive Board for further consideration. This will delay the initiation of the project.
Disapprove award of the contract. This will require a new procurement process.

Background/History:

The Flagstaff Metropolitan Planning Organization was established in 1996 when the City reached a population of 50,000. Federal law requires formation of an MPO if federal transportation funds are to be spent in the region. A regional transportation plan (RTP) is a mandated document for an MPO. In addition to the RTP the MPO produces a transportation improvement program listing projects and planned expenditures and an annual work program. Both documents must advance the policies and plans within the RTP.

The Purchasing Section conducted a Request For Proposal (RFP), which was advertised on September 15, 2013. We received two (2) proposal responses, which were evaluated and scored by an evaluation committee comprised of five (5) City staff members. The proposal submitted by Kimley Horn Associates was scored the highest and determined to be the most advantageous for the City.

Key Considerations:

An RTP is mandated
The City and County often use the RTP to inform transportation planning decisions
The RTP and the process to produce it are an excellent means of coordinating efforts between member agencies.

Expanded Financial Considerations:

The FMPO - through the Executive Board comprised of local elected officials - budgeted $110,000 in federal funds for this effort.

Community Benefits and Considerations:

The RTP helps to set and explain project priorities. It supplies critical details on policy implementation.

Community Involvement:

Inform
This project will have limited public involvement and be geared primarily toward data and analytical preparation in advance of a public outreach and involvement effort in May 2014

Attachments: Scoring tabulation
Agreement

CITY OF FLAGSTAFF
PURCHASING DIVISION
REGIONAL TRANSPORTATION PLAN STUDY CONSULTING SERVICES RFP NO. 2014-10

SCORING TABULATION

Evaluation Criterion #1-- (40% value) Experience and Qualifications		
	Kimley-Horn	***CivTech***
Evaluator #1	200	160
Evaluator #2	200	160
Evaluator #3	200	160
Evaluator #4	180	160
Evaluator #5	200	170
Subtotal:	**980**	**810**
Criteria Ranking:	1	2

Evaluation Criterion #2-- (30% value) Presented Approach and Scheduling		
	Kimley-Horn	***CivTech***
Evaluator #1	90	120
Evaluator #2	90	150
Evaluator #3	150	120
Evaluator #4	120	105
Evaluator #5	120	117
Subtotal:	**570**	**612**
Criteria Ranking:	2	1

Evaluation Criterion #3-- (20% value) Pricing Fee/Budget		
	Kimley-Horn	***CivTech***
Evaluator #1	80	80
Evaluator #2	80	70
Evaluator #3	80	80
Evaluator #4	95	100
Evaluator #5	80	70
	1	2
Subtotal:	**416**	**402**
Criteria Ranking:		

Evaluation Criterion #4-- (10% value) References		
	Kimley-Horn	***CivTech***
Evaluator #1	30	30
Evaluator #2	40	40
Evaluator #3	40	30
Evaluator #4	40	30
Evaluator #5	40	30
Subtotal:	**190**	**160**
Criteria Ranking:	1	2
TOTAL SCORE:	**2156**	**1984**
Total Criteria Ranking:	**1**	**2**

AGREEMENT FOR
REGIONAL TRANSPORTATION PLAN STUDY CONSULTING SERVICES

CITY OF FLAGSTAFF
and
KIMLEY-HORN AND ASSOCIATES, INC.

This Agreement for a City of Flagstaff Regional Transportation Plan Study Consulting Services ("Agreement") is made by and between the City of Flagstaff ("City"), a municipal corporation with offices at 211 W. Aspen Avenue, Flagstaff, Coconino County, Arizona, and Kimley-Horn and Associates, Inc., with an office at 7740 N. 16th Street, Suite 300, Phoenix, AZ 85020 ("Provider"), effective as of the date written below.

RECITALS

A. The City desires to enter into this Agreement for Regional Transportation Plan Study Consulting Services; and

B. Provider has available and offers to provide the personnel necessary to organize and provide said services in accordance with the Scope of Work, attached to this Agreement as Exhibit A;

For the reasons recited above, and in consideration of the mutual covenants contained in this Agreement, the City and Provider agree as follows:

1. SERVICES TO BE PERFORMED BY PROVIDER

Provider agrees to provide the services, as set forth in detail in Exhibit "A" attached hereto and hereby incorporated as part of this Agreement and adopted by reference.

2. COMPENSATION OF PROVIDER

The City agrees to make payment, in the amount of $109,992.00 to Provider to render the services set forth in Exhibit "A".

3. RIGHTS AND OBLIGATIONS OF PROVIDER

3.1 Independent Contractor. The parties agree that Provider performs specialized services and that Provider enters into this Agreement with the City as an independent contractor. Nothing in this Agreement shall be construed to constitute Provider or any of Provider's agents or employees as an agent, employee or representative of the City. As an independent contractor, Provider is solely responsible for all labor and expenses in connection with this Agreement and for any and all damages arising out of Provider's performance under this Agreement. Provider is not obligated to accept all requests for services, depending on circumstances with other work being performed for other clients.

3.2 Provider's Control of Work. All services to be provided by Provider shall be performed as determined by the City in accordance with the Scope of Services set forth in Exhibit "A." Provider shall furnish the qualified personnel, materials, equipment and other items necessary to carry out the terms of this Agreement. Provider shall be responsible for and in full control of the work of all such personnel.

3.3 Reports to the City. Although Provider is responsible for control and supervision of work performed under this Agreement, the services provided shall be acceptable to the City and shall be subject to a general right of inspection and supervision to ensure satisfactory completion. This right of inspection and supervision shall include, but not be limited to, all reports if requested by the City to be provided by Provider to the City and the right of the City, and the right of the City to audit Provider's records.

3.4 Compliance with All Laws. Provider shall comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, which may affect the

performance of this Agreement. Any provision required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement shall be deemed inserted, whether or not such provisions appear in this Agreement.

4. NOTICE PROVISIONS

Notice. Any notice concerning this Agreement shall be in writing and sent by certified or registered mail as follows:

To the City's Authorized Representative: To Provider:

David Wessel
FMPO Manager
City of Flagstaff
211 W. Aspen
Flagstaff, Arizona 86001

5. INDEMNIFICATION

To the fullest extent permitted by law, Provider shall indemnify, defend, save and hold harmless the City of Flagstaff and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Provider or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Provider to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Provider from and against any and all claims. It is agreed that Provider shall be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Provider shall waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the work performed by Provider for the City.

6. INSURANCE

Provider and subcontractors, if any, shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Provider, its agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect Provider from liabilities that may arise out of the performance of the work under this Agreement by Provider, its agents, representatives, employees or subcontractors and Provider is free to purchase additional insurance as may be determined necessary.

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

1. Automobile Liability - Any Auto or Owned, Hired and Non-Owned Vehicles

(Form CA 0001, ed. 12/93 or any replacement thereof.)
Combined Single Limit Per Accident for Bodily Injury and Property Damage $1,000,000

2. Professional Liability $2,000,000

B. <u>SELF-INSURED RETENTIONS/DEDUCTIBLES</u>: Any self-insured retentions and deductibles must be noted to the City. However, the Proposer shall be solely responsible for any self-insured and/or deductibles associated with the Proposer's insurance coverage.

C. <u>OTHER INSURANCE REQUIREMENTS</u>: The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages:

   a. The City of Flagstaff, its officers, officials, and employees are additional insureds with respect to liability arising out of: activities performed by, or on behalf of, the Provider; including the City's general supervision of the Provider; products and completed operations of the Provider: and automobiles owned, leased, hired or borrowed by the Provider.

   b. The Provider's insurance shall contain broad form contractual liability coverage.

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

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

   e. Coverage provided by the Provider shall not be limited to the liability assumed under the indemnification provisions of this contract.

   f. The policies shall contain a <u>waiver of subrogation</u> (not including auto) against the City, its officers, officials, and employees for losses arising from work performed by the Provider for the City.

2. Workers' Compensation and Employer's Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Provider for the City.

6.1 <u>Notice of Cancellation</u>. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then at least ten (10) days prior notice shall be given to the City. Such notice shall be sent directly to:

Rick Compau, C.P.M., CPPO, CPPB
Purchasing Director
City of Flagstaff, Purchasing Division
211 W. Aspen Ave.
Flagstaff, Arizona 86001

6.2 Acceptability of Insurers. Insurance shall be placed with insurers duly licensed or authorized to do business in the State of Arizona and with an "A.M. Best" rating of not less than A- VII, or receiving prior approval by the City. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect Provider from potential insurer insolvency.

6.3 Verification of Coverage. Prior to commencing work or services**,** Provider shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Agreement. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Agreement shall be sent directly to **Rick Compau, C.P.M., CPPO, CPPB, Purchasing Director, City of Flagstaff, Purchasing Division, 211 W. Aspen Ave., Flagstaff, AZ**. **86001.** The City project/contract number and project description shall be noted on the certificate of insurance. The City reserves the right to request and receive within ten (10) days, complete, certified copies of all insurance policies required by this Agreement at any time**.** The City shall not be obligated, however, to review same or to advise Provider of any deficiencies in such policies and endorsements, and such receipt shall not relieve Provider from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Provider's obligations under this Agreement.

6.4 Subcontractors. Providers' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Provider shall furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

6.5 Approval. Any modification or variation from the insurance requirements in this Agreement shall be made by the City Attorney's office, whose decision shall be final. Such action shall not require a formal amendment to this Agreement, but may be made by administrative action.

7. DEFAULT AND TERMINATION

7.1 Events of Default Defined. The following shall be Events of Default under this Agreement:

7.1.1 Any material misrepresentation made by Provider to the City;

7.1.2 Any failure by Provider to perform its obligations under this Agreement including, but not limited to, the following:

7.1.2.1 Failure to commence work at the time(s) specified in this Agreement due to a reason or circumstance within Provider's reasonable control;

7.1.2.2 Failure to perform the work with sufficient personnel and equipment or with sufficient equipment to ensure completion of the work within the specified time;

7.1.2.3 Failure to perform the work in a manner reasonably satisfactory to the City;

7.1.2.4 Failure to promptly correct or re-perform within a reasonable time work that was rejected by the City as unsatisfactory or erroneous;

7.1.2.5 Discontinuance of the work for reasons not beyond Provider's reasonable control;

7.1.2.6 Failure to comply with a material term of this Agreement, including, but not limited to, the provision of insurance; and

7.1.2.7 Any other acts specifically stated in this Agreement as constituting a default or a breach of this Agreement.

7.2 Remedies.

7.2.1 Upon the occurrence of any Event of Default, the City may declare Provider in default under this Agreement. The City shall provide written notification of the Event of Default and any intention of the City to terminate this Agreement. Upon the giving of notice, the City may invoke any or all of the following remedies:

7.2.1.1 The right to cancel this Agreement as to any or all of the services yet to be performed;

7.2.1.2 The right of specific performance, an injunction or any other appropriate equitable remedy;

7.2.1.3 The right to monetary damages;

7.2.1.4 The right to withhold all or any part of Provider's compensation under this Agreement;

7.2.1.5 The right to deem Provider non-responsive in future contracts to be awarded by the City; and

7.2.1.6 The right to seek recoupment of public funds spent for impermissible purposes.

7.2.2 The City may elect not to declare an Event of Default or default under this Agreement or to terminate this Agreement upon the occurrence of an Event of Default. The parties acknowledge that this provision is solely for the benefit of the City, and that if the City allows Provider to continue to provide the Services despite the occurrence of one or more Events of Default, Provider shall in no way be relieved of any of its responsibilities or obligations under this Agreement, nor shall the City be deemed to waive or relinquish any of its rights under this Agreement.

7.2.3 Any excess costs incurred by the City in the event of termination of this Agreement for default, or in the event the City exercises any of the remedies available to it under this Agreement, may be offset by use of any payment due for services completed before termination of this Agreement for default or the exercise of any remedies. If the offset amount is insufficient to cover excess costs, Provider shall be liable for and shall remit promptly to the City the balance upon written demand from the City.

8. GENERAL PROVISIONS

8.1 Headings. The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

8.2 Jurisdiction and Venue. This Agreement shall be administered and interpreted under the laws of the State of Arizona. Provider hereby submits itself to the original jurisdiction of those courts located within Coconino County, Arizona.

8.3 Attorney's Fees. If suit or action is initiated in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in event of appeal as allowed by the appellate court.

8.4 Severability. If any part of this Agreement is determined by a court to be in conflict with any statute or constitution or to be unlawful for any reason, the parties intend that the remaining provisions of this Agreement shall remain in full force and effect unless the stricken provision leaves the remaining Agreement unenforceable.

8.5 Assignment. This Agreement is binding on the heirs, successors and assigns of the parties hereto. This Agreement may not be assigned by either the City or Provider without prior written consent of the other.

8.6 Conflict of Interest. Provider covenants that Provider presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Provider further covenants that in the performance of this Agreement, Provider shall not engage any employee or apprentice having any such interest. The parties agree that this Agreement may be cancelled for conflict of interest in accordance with Arizona Revised Statutes § 38-511.

8.7 Authority to Contract. Each party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations hereunder, and that it has taken all actions necessary to authorize entering into this Agreement.

8.8 Integration. This Agreement represents the entire understanding of City and Provider as to those matters contained in this Agreement, and no prior oral or written understanding shall be of any force or effect with respect to those matters. This Agreement may not be modified or altered except in writing signed by duly authorized representatives of the parties.

8.9 Non-appropriation. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Agreement, the City shall notify Provider of such occurrence, and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. No payments shall be made or due to Provider under this Agreement beyond these amounts appropriated and budgeted by the City to fund payments under this Agreement.

8.10 Mediation. If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure. Mediation shall take place in Flagstaff, Arizona, shall be self-administered, and shall be conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, NY 10017, (212) 949-6490, www.cpradr.org, with the exception of the mediator selection provisions, unless other procedures are agreed upon by the parties. Unless the parties agree otherwise, the mediator(s) shall be selected from panels of mediators trained under the Alternative Dispute Resolution Program of the Coconino County Superior Court. Each party agrees to bear its own costs in mediation. The parties shall not be obligated to mediate if an indispensable party is unwilling to join the mediation. This mediation provision shall not constitute a waiver of the parties' right to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if a party seeks provisional relief under the Arizona Rules of Civil Procedure.

8.11 Compliance with Federal Immigration Laws and Regulations. Provider hereby warrants to the City that the Provider and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to its employees and A.R.S. §23-214(A) (hereinafter "Provider Immigration Warranty").

A breach of the Provider Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Provider to penalties up to and including termination of this Agreement at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Provider or Subcontractor employee who works on this Agreement to ensure that the Provider or Subcontractor is complying with the Provider Immigration Warranty. Provider 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 Provider and any of subcontractors to ensure compliance with Provider's Immigration Warranty. Provider agrees to assist the City in regard to any random verifications performed.

The provisions of this Article must be included in any contract the Provider enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

8.12 Subcontractors. This Agreement or any portion thereof shall not be sub-contracted without the prior written approval of the City. No Subcontractor shall, under any circumstances, relieve Provider of its liability and obligation under this Agreement. The City shall deal through Provider and any Subcontractor shall be dealt with as a worker and representative of Provider. Provider assumes responsibility to the City for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between the City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

8.13 Waiver. No failure to enforce any condition or covenant of this Agreement by the City shall imply or constitute a waiver of the right of the City to insist upon performance of the condition or covenant, or of any other provision of this Agreement, nor shall any waiver by the City 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.

8.14 Business Operations in Sudan/Iran. In accordance with A.R.S. § 35-397, the Provider certifies that the Provider and its affiliates and subsidiaries do not have scrutinized business operations in Sudan or Iran. If the City determines that the Provider's certification is false, the City may impose all legal and equitable remedies available to it, including but not limited to termination of this Agreement.

9. DURATION

This Agreement shall become effective on and from the day and year executed by the parties, indicated below, and shall continue in force for an initial term of one (1) year, beginning November 20, 2013 through November 20, 2014], unless sooner terminated as provided above. Upon mutual agreement between the City and Provider, this Agreement may be renewed for a maximum of one (1) additional one (1) year term, upon mutual agreement from both parties.

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City of Flagstaff	**Provider**
_____	_____
Kevin Burke, City Manager	

Attest:

City Clerk

Approved as to form:

City Attorney

Date of Execution:_____

EXHIBIT A

STANDARD TERMS AND CONDITIONS

The following terms and conditions are an explicit part of the solicitation and any offer received by a Proposer in response to this RFP.

1. **CERTIFICATION:** By signature on the Offer page, at the end of this RFP document, Proposer certifies that:
   a. The submission of the Offer did not involve collusion or other anti-competitive practices.
   b. Proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the Offer. Signing the Offer, on page 31 of this RFP document, with a false statement shall void the Offer and any resulting contract and may be subject to penalties provided by law.

2. **GRATUITIES:** The City may, by written notice to the Proposer, cancel any resulting contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Proposer or any agent or representative of the Proposer, to any officer or employee of the City with a view toward securing a contract, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such contract. In the event any resulting contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Proposer the amount of the gratuity.

3. **OFFER BY PROPOSER:** All responses to this RFP are offers to contract with the City and shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP Package, including the sample Agreement. Offers do not become contracts unless and until they are formally accepted by the City. Formal acceptance may occur when the City Manager accepts an Offer, or when the City Council accepts the Offer and enters into the Agreement, as allowed under the Flagstaff City Charter. The City reserves the right to clarify any contractual terms with the concurrence of Proposer, however, any substantial non-conformity in the Offer shall be deemed non-responsive and the Offer rejected. A contract approved by the City Council may only be changed by written amendment signed by duly authorized representatives of the City and the Proposer.

4. **EXCEPTION TO THE SOLICITATION:** Proposer shall identify and list all exceptions taken to all sections of this RFP Package and list these exceptions referencing the section (paragraph) where the exception exists, identifying the exceptions and the proposed wording for Proposer's exception. Proposer shall list these exceptions under the heading "Exception to the PROPOSAL Solicitation." Exceptions that surface elsewhere and that do not also appear under the heading "Exception to the Proposal Solicitation," shall be considered invalid and void and of no contractual significance. The City reserves the right to reject, render the proposal non-responsive, enter into negotiation on any of the Proposer exceptions, or accept them.

5. **INTERPRETATION - PAROL EVIDENCE:** The Agreement is intended by the parties as a final expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Agreement. Acceptance or acquiescence in a course of performance rendered under the Agreement shall not be relevant to determine the meaning of the contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object. Whenever a term defined by the City Charter or applicable Arizona State Statute is used in the Agreement, that definition shall control.

6. **RIGHTS AND REMEDIES:** No provision in this document or in the RFP Packet shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract.

7. **PROTESTS:** Protests shall be resolved, in accordance with the following: A protest shall be in writing and shall be personally delivered or served upon the City Purchasing Director. A protest of a solicitation shall be received at the City Purchasing Department before the solicitation opening date. A protest of a proposed award or of an award shall be personally delivered or served upon the City Purchasing Director within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:
   a. The name, address and telephone number of the protester;
   b. The signature of the protester or its representative;
   c. Identification of the solicitation or contract number;
   d. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
   e. The form of relief requested.

8. **ADVERTISING:** Proposer shall not advertise or publish information concerning the solicitation or the Agreement, without the prior written consent of the City.

9. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times and at its expense, inspect the plant or place of business of a Proposer or Sub-proposer which is related to the performance of any contract as awarded or to be awarded.

10. **INSPECTION:** All materials, services or construction are subject to final inspection and acceptance by the City. Materials, services or construction failing to conform to the specifications of the contract shall be held at Proposer's risk and may be returned to Proposer. If so returned, all costs shall be the responsibility of Proposer.

11. **PURCHASE ORDERS:** The City shall issue a purchase order for the goods or services covered by the contract. All such purchase orders will reference the contract number, as well as the City Council approval date and Council Agenda item number.

12. **PACKING AND SHIPPING:** If applicable, Proposer 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, <u>unless otherwise specified by the City</u>. C.O.D. shipments will not be accepted.

13. **TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, and the City has completed inspection and has accepted the material, unless otherwise provided within the contract.

14. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials, or services, must fully comply with all provisions of the contract. If a tender is made which does not fully conform, this shall constitute a breach and Proposer shall not have the right to substitute a conforming tender without prior approval from the City.

15. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Proposer shall deliver conforming materials, or services, in each installment or lot of the contract 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 a breach of the contract as a whole.

16. **SHIPMENT UNDER RESERVATION PROHIBITED:** Proposer is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.

17. **LIENS:** All goods, services and other deliverables supplied to the City under the Agreement shall be free of all liens other than the security interest held by Proposer until payment in full is made by the City. Upon request of the City, Proposer shall provide a formal release of all liens.

18. **LICENSES:** Proposer shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by Proposer as applicable to the Agreement.

19. **COST OF PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing, presenting or providing any response to this solicitation. Proposals submitted for consideration by the City should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

20. **CONFIDENTIAL INFORMATION:**

    A. If a Proposer believes a specific section of its proposal to be confidential, the Proposer is to mark the page(s) “confidential” and isolate the pages marked confidential in a specific and clearly labeled section of its proposal response. The Proposer is to include a written statement as to the basis for considering the marked pages confidential.

    B. The information identified by the person as confidential shall not be disclosed until the City makes a written determination.

    C. The City shall review the statement and information and shall determine in writing whether the information shall be treated as confidential.

    D. If the City determines to disclose the information, the City shall inform the Proposer in writing of such determination.

E. After award of a contract, proposal responses shall be considered a matter of public record and subject to disclosure. Materials submitted by Proposers shall become the property of the City unless otherwise requested at the time of submission. Materials identified as confidential by the Proposer will be reviewed by the City Purchasing Office which shall make a determination as to whether the information is disclosable. Generally, information submitted in response to this RFP is considered a matter of public record and subject to disclosure pursuant to the Arizona Public Records Law.

21. AUTHORIZED CHANGES: 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.

22. SAMPLES: Upon request, Proposers may be required to furnish a sample of the goods and/or service to be provided. Submission of a sample by a Proposer shall constitute an express warranty that the whole of the goods and/or service shall conform to the sample submitted. All samples submitted by a Proposer shall become the property of the City for testing purposes and/or future comparison at no charge unless designated otherwise by the Proposer. Samples not destroyed by testing or which are not retained for future comparison shall be returned upon request at Proposer's expense.

23. PRE-PROPOSAL CONFERENCE: A prospective Proposers' conference may be held at the City's sole discretion. <u>If scheduled, the date and time of this conference will be indicated on the cover page of this document</u>.

The purpose of this conference shall be to clarify the contents of this RFP Package in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this RFP Package or any apparent omission or discrepancy should be presented to the City at this conference. The City shall then determine the appropriate action necessary, if any, and issue a written amendment to the RFP. Oral statements or instructions shall not constitute an amendment to this RFP.

24. DISCUSSIONS AND REVISIONS TO PROPOSAL: Discussions may be conducted with responsible Proposers who submit proposals determined to be reasonably susceptible of being selected for award. Such discussions may facilitate the exchange of pertinent information to enable a more complete understanding of, and responsiveness to, the solicitation requirements. Should the City elect to call for 'best and final' offers, Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Proposers. The purposes of such discussions shall be to:

A. Determine in greater detail such Proposers' qualifications, and

B. Explore with the Proposers, the Scope of Services, the Proposers' proposed method of performance, and the relative utility of alternate methods of approach;

C. Determining whether the Proposers have the necessary personnel and facilities to perform within the required time;

D. Agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.

25. COOPERATIVE PURCHASING AGREEMENTS: A contract resulting from this RFP may be extended for use by the members of the Flagstaff Alliance for the Second Century. An Intergovernmental Agreement (IGA) has been executed between the City, Coconino County Community College District, Northern Arizona University, Coconino County and Flagstaff Unified School District. The contract may also be extended to other municipalities and government agencies of the state. Any such usage by other municipalities and government agencies must be in accordance with the ordinance, charter and/or rules and regulations of the respective political entity. Any public agencies not identified within this RFP who wish to cooperatively use the contract are subject to the approval of Proposer.

The City is also a member of S.A.V.E. (Strategic Alliance for Volume Expenditures), which consists of numerous municipalities, counties, universities, colleges, schools and other Arizona State agencies. These cooperatives are achieved through Intergovernmental Agreements (IGAs) in accordance with provisions allowed by A.R.S. §11-952 and §41-2632. The IGAs permit purchases of material, equipment and services from Proposers at the prices, terms and conditions contained in contracts originated between any and all of these agencies and the Proposer(s) contract, as awarded.

Is your firm willing to offer the goods and services solicited under the terms and conditions of this solicitation to other members of the Flagstaff Alliance for the Second Century and S.A.V.E. under the same pricing, terms and conditions?

_____ Yes _____ No

26. FINANCIAL STATUS: All Proposers shall make available upon request a current audited financial statement, a current audited financial report, or a copy of a current federal income tax return. Failure or refusal to provide this information within five (5) business days after communication of the request by the City shall be sufficient grounds for the City to reject a proposal, and/or to declare a Proposer non-responsive or non-responsible.

If a Proposer is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, the Proposer must provide the City with that information as part of its proposal. The City may consider that information during evaluation of the proposal.

By submitting a proposal in response to this solicitation, Proposer agrees that, if, during the term of any contract it has with the City, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Proposer under federal bankruptcy law or any state insolvency law, Proposer shall immediately provide the City with a written notice to that effect, and shall provide the City

with any relevant information it requests to determine whether the Proposer will meet its obligations to the City.

27. **GOVERNING LAW and JURISDICTION:** This solicitation shall be governed by and construed in accordance with the laws of the State of Arizona.

28. **SUBSEQUENT PURCHASES:** The City, with the consent of the successful Proposer(s), reserves the right to purchase additional items as listed in this proposal, if Proposer is willing to offer the same terms and conditions as submitted in this proposal, for a period of twelve (12) months from the date of approval.

29. **POINT OF CONTACT:** The proposal must indicate the name of one individual who the City is to contact with any questions or clarifications in regards to the proposal.

30. **ON-SITE INVESTIGATION:** Proposers are strongly encouraged to view all of the City's facilities that may be referenced in the Scope of Work prior to submitting their proposal. The Proposer shall be responsible for examining the facility sites and comparing it with the descriptions and specifications, to have carefully examined all of the RFP Package, including the sample contract and to have satisfied themselves as to the conditions under which the work is to be performed before submitting a proposal and entering into the contract.

    No allowance shall subsequently be made on behalf of Proposer on account of an error on its part or its negligence or failure to become acquainted with the conditions of the site, or surrounding areas.

31. **CONTRACT ADMINISTRATION:** To help insure contract compliance, a Contract Administration Process will be an integral part of the contract. This Contract Administration Process is an audit and feedback system and will be in addition to any of the other policies and procedures contained herein. The Contract Administration Process is a total quality management tool that empowers the users to monitor and assure contract compliance. The Proposer should know during the proposal process that the successful Proposer will be closely monitored for contract compliance. No additional cost is anticipated to be incurred by the successful Proposer by the presence of the Contract Administration Process, as long as contract compliance is maintained.

    All changes or amendments to the contract are to be in writing, authorized by the Purchasing Director, approved by the City Council, and signed by authorized representatives of the parties.

32. **CONTRACT TYPE:** Firm Fixed Fee. Initial contract term shall be for one (1) year.

33. **CONTRACT RENEWAL:** The City reserves the right to unilaterally extend the period of the contract for ninety (90) days beyond the stated expiration date. In addition, by mutual written consent, the contract may be renewed for supplemental periods of up to **one (1)** additional one (1) year term.

34. **BUSINESS OPERATIONS IN IRAN/SUDAN:** In accordance with A.R.S. § 35-397, the Provider certifies that the Provider and its affiliates and subsidiaries do not have scrutinized business operations in Sudan or Iran. If the City determines that the Provider's certification

is false, the City may impose all legal and equitable remedies available to it, including but not limited to termination of this Agreement.

35. **OFFER ACCEPTANCE PERIOD**: In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.

36. **CONTACT WITH CITY EMPLOYEES AND CONTRACTORS**
All persons and/or firms that are interested in this project (including the firm's employees, representatives, agents, lobbyists, attorneys, and sub-contractors) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the evaluation/selection or creating bias in the evaluation/selection process with any person who may play a part in the evaluation/selection process. This includes but is not limited to the evaluation panel, City Council Members, City Manager, Assistant City Manager(s), Deputy City Manager(s), Department Directors or other staff. This policy is intended to create a level playing field for all potential firms, assure that contract decisions are made in public, and to protect the integrity of the selection process. All contact on this selection process should be addressed to the authorized representative identified on Page One of this document.

PROJECT DESCRIPTION/BACKGROUND

The Flagstaff Metropolitan Planning Organization (FMPO) is seeking consulting services to refine and or develop a number of tools to be utilized in preparation of a mandated update to the Regional Transportation Plan (RTP) Study. The formal update will not commence until the draft *Flagstaff Regional Plan 2030* has been formally acted on by city voters in May 2014. Until that time, the consultant will assist the FMPO in preparing data, analytical tools, and alternatives. This resource development and collection is for the public's future consideration of objectives, performance measures, project selection criteria and more.

The FMPO is seeking to improve its ability to meet and exceed federal MAP-21 requirements and to deliver a cost-effective, multi-modal transportation plan that meets the expectations of the region's citizens. The region has seen marked improvement in transit, bicycling and pedestrian facilities and mode share over the last decade. Several significant roadway improvements have also been implemented. The arterial and collector network is still under-developed making the means of providing mobility and managing congestion now and into the future challenging. It also puts a premium on clearly communicating the effectiveness of various transportation investments to decision makers and the public.

The land use plan and policy currently in effect is the *Flagstaff Regional Land Use and Transportation Plan* (2001). The FMPO *Regional Transportation Plan 2009* is the RTP to be updated. It is an advisory document that refines and describes the implementation of the land use and circulation elements of the 2001 plan. A draft update of the comprehensive

plan, *Flagstaff Regional Plan 2030*, is underway. FMPO played a central role in developing its transportation policies and supporting illustrative maps. The tools developed under this contract should anticipate the policy implications of this updated plan. NAIPTA, the local transit provider recently completed their 5-Year and Long Range Transit Plan updates that coordinated closely with the *Flagstaff Regional Plan 2030* process. Work on this effort should assume adoption of the *Flagstaff Regional Plan 2030* in May 2014.

SCOPE OF WORK

1. Budget - $110,000
2. Schedule – Nine (9) months. Could be influenced by May 2014 election schedule.
3. Refine Scope of Work – Work with the Project Team and Citizens Task Force to identify priority issues and the tasks most appropriate to address them. Submit a revised scope of work.
4. Goals, Policies and Objectives – Goals and policies will be assumed from the draft Flagstaff Regional Plan 2030
    a. Prepare alternative, measurable objectives under select policies primarily in the Transportation Element.
5. NEPA Advice – Research and provide direction on the ability to achieve NEPA "Planning and Environmental Linkage" or "Tier 1: Purpose and Need" status for all or most projects within the RTP via the RTP process
6. Regional Transportation Model Update – FMPO uses TransCAD for its Regional Transportation Model and seeks to update this model to base year summer 2013 and prepare projected land use and network data sets for the RTP update.
    a. ~~Update land use database using assessors data and document the methodology~~
    b. Develop "Build Out" land use data set and interim data sets on 10-year increments to be used with the Benefit Cost Analysis tool – FMPO should have a "Build Out" scenario based on the draft Flagstaff Regional Plan 2030 Growth Illustration and is seeking effective means of interpolation to interim periods
    c. Assist FMPO in calibration of base year model primarily through education on any new TransCAD tools or techniques and modification of the external to external and internal to external trip tables
    d. Updates to GIS-DK as needed
7. Application of Benefit Cost Analysis tool to broad range of RTP projects – The FMPO is now developing a BCA tool and will have it calibrated and applied to a few sample projects. This task will utilize the BCA tool and the updated regional transportation model to develop benefit cost ratios for RTP projects
8. Performance Measures and Monitoring
    a. Develop alternatives and recommendations for measures to be associated with Goals, Policies and Objectives
        i. Report on status of MAP-21 compliant performance measures from Arizona DOT
        ii. Assist project team and citizens group in selecting measures that are broad, effectively narrate progress toward policy implementation, and are readily managed by FMPO and member agency staff. Attention to safety is a priority.

b. Benchmark three to five regions of current FMPO population size (85,000) and three to five regions of forecasted community size (150,000) on a series of select measures to assist in establishing performance targets

9. Project Selection/Scoring

a. Identification of Alternative Project Selection Criteria Categories and recommendations

i. Identify effective means of incorporating *Flagstaff Regional Plan 2030* data into the scoring methodology from at least the natural resources, cultural resources and economic development elements

b. Identification of Alternative methodologies for defining range of scores within each category that are closely tied to performance measures, again, safety is important.

i. Incorporation of Benefit Cost Ratio from BCA tool

c. Alternative methods for engaging public in value weighting of criteria

10. Cost

a. Updated "actual" costs – The FMPO has developed a roadway planning level cost estimation tool based on actual bid tabs. This task will update those actual costs.

b. Review and improve cost estimation methodologies for transit, pedestrian and bicycle cost of service and/or facilities estimation.

c. Incorporation of life-cycle cost elements (possible source or sources include BCA tool development). The Operation & Maintenance Study will not be available.

11. Funding Analysis – coordination with the City, County and NAIPTA on long range funding plans and strategies.

12. Public Involvement/Participation Plan (PIP) – Commencing shortly after the May 2014 election, the FMPO will engage the public to update the RTP. FMPO seeks a PIP that will

a. Make effective use of the tools, data and outputs developed under this contract

b. Create and maintain public interest and reach conclusions expeditiously

c. Establish areas of consensus and concentrate the majority of time on areas where consensus needs to be built. Implementation of the PIP is not part of this contract.

13. Moving Ahead for Progress in the 21st Century Compliance Strategy (MAP-21) – The consultant will draft a strategy the FMPO should follow after the May 2014 election to achieve RTP compliance with MAP-21.

D. PRICING FEE/BUDGET

COST PROPOSAL

TEAM MEMBER	ROLE	RATE	TASKS 1,2,3, 4 (Project Management)	TASK 5 (NEPA Advice)	TASK 6 (Travel Demand Model Update)	TASKS 7, 10, 11 (Cost and Funding Analysis)	TASKS 8,9 (Performance Measures/Project Selection)	TASK 12 (Public Involvement Plan)	TASK 13 (MAP-21 Compliance)	TOTAL HRS	BILLING
Kimley-Horn and Associates, Inc. (Hours and Rates)											
Kurt Schulte	Performance Measures	$204.00				18	18		9	45	$9,180.00
Brent Crowther	Project Management	$174.00	18	2	2	18	18	6	6	70	$12,180.00
Michael Grandy	Project Selection/Scoring	$174.00					40			40	$6,960.00
Emily Blinkhorn	Environmental/NEPA	$153.00		24						24	$3,672.00
Stephen Stansbery	MPO Compliance QA/QC	$174.00	4	4		12	10	2	24	56	$9,744.00
Rob Rae	Project Mgmt / Planner	$118.00	40	4	4	60	60	4	4	176	$20,768.00
Barb Pfeffer	Adminstrative Support	$72.00	3	3	3	3	3	3	3	21	$1,512.00
Total Hours			65	37	9	111	149	15	46	432	*
Labor Subtotal Cost			$8,764.00	$5,404.00	$1,036.00	$16,188.00	$22,800.00	$2,080.00	$7,744.00	*	$64,016.00
Direct Expenses											
Printing/Mileage			$1,000.00			$200.00	$200.00	$75.00		*	$1,475.00
Direct Expenses Subtotal			$1,000.00	$-	$-	$200.00	$200.00	$75.00	$-	*	$1,475.00
KIMLEY-HORN LABOR AND EXPENSES			**$9,764.00**	**$5,404.00**	**$1,036.00**	**$16,388.00**	**$23,000.00**	**$2,155.00**	**$7,744.00**	*	**$65,491.00**
HDR, Inc. (Hours and Rates)											
Vijay Mahal	Quality Control	$258.00			6					6	$1,548.00
Michael Gorton	Sr. Transportation Planner	$180.00			36					36	$6,480.00
Faisal Chowdhury	Travel Demand Modeler	$119.00			136					136	$16,184.00
Lisa Scott	Adminstrative Support	$73.00			4					4	$292.00
Elizabeth Fuller	Adminstrative Support	$98.00			4					4	$392.00
Total Hours			0	0	186	0	0	0	0	186	*
Labor Subtotal Cost			$-	$-	$24,896.00	$-	$-	$-	$-	*	$24,896.00
Direct Expenses											
Printing/Mileage					$225.00					*	$225.00
Direct Expenses Subtotal			$-	$-	$225.00	$-	$-	$-	$-	*	$225.00
HDR LABOR AND EXPENSES			**$-**	**$-**	**$25,121.00**	**$-**	**$-**	**$-**	**$-**	*	**$25,121.00**
Gunn Communications (Hours and Rates)											
Theresa Gunn	Public Involvement	$140.00						36	0	36	$5,040.00
Total Hours			0	0	0	0	0	36	0	36	*
Labor Subtotal Cost			$-	$-	$-	$-	$-	$5,040.00	$-	*	$5,040.00
Direct Expenses											
Printing/Mileage								$200.00		*	$200.00
Direct Expenses Subtotal			$-	$-	$-	$-	$-	$200.00	$-	*	$200.00
Gunn Communications LABOR AND EXPENSES			**$-**	**$-**	**$-**	**$-**	**$-**	**$5,240.00**	**$-**	*	**$5,240.00**
CivTech (Hours and Rates)											
David Duffy	Project Engineer	$155.00				40				40	$6,200.00
Ryan Neiffer	Project Designer	$95.50				80				80	$7,640.00
Total Hours										120	*
Labor Subtotal Cost			$-	$-	$-	$13,840.00	$-	$-	$-	*	$13,840.00
Direct Expenses											
Printing/Mileage			$-	$-	$-	$300.00	$-	$-	$-	*	$300.00
Direct Expenses Subtotal			$-	$-	$-	$300.00	$-	$-	$-	*	$300.00
CivTech LABOR AND EXPENSES			**$-**	**$-**	**$-**	**$14,140.00**	**$-**	**$-**	**$-**	*	**$14,140.00**
TOTAL LABOR + DIRECT EXPENSES			**$9,764.00**	**$5,404.00**	**$26,157.00**	**$30,528.00**	**$23,000.00**	**$7,395.00**	**$7,744.00**		**$109,992.00**
Study Tasks/Deliverables as % of Total Cost			**8.9%**	**4.9%**	**23.8%**	**27.8%**	**20.9%**	**6.7%**	**7%**	*	**100.0%**

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CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	James Duval, Sr. Project Manager
Date:	11/25/2013
Meeting Date:	12/03/2013

TITLE:

Consideration and Approval of Contract: Rio de Flag Flood Control Project Design Concept Report

RECOMMENDED ACTION:

1)Award the Engineering Design Professional Services Contract to Michael Baker Jr. Inc., of Phoenix, Arizona in an amount not to exceed $247,285.89, including a $22,480.00 contract allowance and a 205 calendar-day contract period; and
2)Approve Change Order Authority to the City Manager in the amount of $22,480.00 (10% of contract amount excluding allowance) for unanticipated or additional items of work; and
3)Authorize the City Manager to execute the necessary documents.

Policy Decision or Reason for Action:

Provide engineering design services for the Rio de Flag Flood Control Project Design Concept Report based on FEMA criteria

Subsidiary Decisions Points: None

Financial Impact:

The project cost is estimated to be $224,805.89.

Connection to Council Goal:

Complete Rio de Flag 100-year flood control project

Has There Been Previous Council Decision on This:

Yes- Council gave direction to staff at the meeting of April 2, 2013 to proceed with the preparation of the Design Concept Report

Options and Alternatives:

- Approve the Award as recommended.
- Direct staff to continue negotiations with Michael Baker Jr., Inc. to reduce the project fee.
- Reject approval of the award and direct staff to re-advertise the Request for Statements of Qualifications. This would have the affect of delaying the project for approximately 3 months.
- Reject approval of the award. This option would have the affect of the City not proceeding with the Design Concept Report (DCR) and to continue design and construction as is currently provided under the Project Cooperation Agreement with the U.S. Army Corps of Engineers.

Background/History:

Flooding along the Rio de Flag and Clay Avenue Wash has been documented as far back as 1888. This flood potential currently is approximately 1,500 structures, valued at over $916,000,000 in a 500-year event and would have catastrophic impacts to Northern Arizona University, Route 66, the Burlington Northern and Santa Fe Railroad and much of the Historic and Southside areas. Economic damages from a single event could surpass $93,000,000.

On August 3, 2004 the City Council approved the Project Cooperation Agreement (PCA) with the USACE to establish the roles and responsibilities for each agency with the WRDA established authorized project limit at $24 M. In every subsequent year since 2004 the total project cost has increased and in 2013 the USACE total project cost estimate was $101 M.

On February 26, 2013 staff gave a presentation to Council outlining the continued funding issues and lack of progress associated with the project and proposed four options:

1. Stay the Course and continue project development and funding with the USACE
2. Pursue Self Administration with the USACE
3. Sever ties with the USACE and continue development of the project using City staff and funding
4. Terminate the project entirely

On April 2, 2013 Staff again met with the City Council and received direction to proceed with the preparation of a DCR in order to determine the cost and feasibility of design and construction of the project to FEMA standards and proceed without USACE support or requirements.

On September 22, 2013 the City advertised Requests for Statements of Qualifications (RSOQ) for the DCR project. Six RSOQ responses were received and evaluated by the five-person selection committee consisting of four City staff members and one local private engineer. Scores were evaluated and Michael Baker Jr. Inc. was selected as the best qualified service provider pursuant to the evaluation and ranking process per A.R.S. 34-603 and modified by H.B. 2579.

Michael Baker Jr. Inc. will prepare the DCR in accordance with the attached contract and Scope of Services. The report completion is anticipated by May 2014 and will conclude with a presentation to Council on the report findings and recommendations.

Key Considerations:

Since the Feasibility Study in 2000, project costs have escalated 317%. In addition, there were no Federal project appropriations in Federal FY 2011. Federal appropriations in FY 12 were $2.5M specifically allocated to repair the Clay Wash Detention Basin due to faulty construction. There have been no Federal appropriations in FY 13 and it appears there will be no appropriations in FY 14.

The stated purpose of the project is to remove the affected residents and businesses from Rio de Flag FEMA regulated floodplain by containing the 100- year event within the proposed flood control structures. With consideration of this statement, the USACE has developed project hydrology that differs significantly from that prepared by the Federal Emergency Management Agency (FEMA). In general, the FEMA flows are substantially smaller than those developed by the USACE. The DCR will consider FEMA flows for the study and resulting recommendation which should result in reduced structure size and reduced project costs and meet the stated purpose of the project. The existing FEMA flows will be maintained, even with future development, due to the City standards for stormwater runoff.

Expanded Financial Considerations:

The purpose of this study is to develop the designs and associated cost estimates for a 100-year flood control project using the current FEMA flows. It is anticipated that such a project can be delivered at a cost substantially below the USACE current estimate. This design contract will be funded through the existing Rio de Flag project account which is currently funded in the amount of $2,727,429 in account No. 210-3468-543 for FY 14.

Community Benefits and Considerations:

- Reduce flooding associated with the Clay Avenue Wash as well as the Rio de Flag.
- Remove from the floodplain a considerable portion of the properties adjacent to the Rio de Flag as well as NAU and allow significant economic redevelopment of the downtown area.
- New and improved Flagstaff Urban Trail System along the new Rio de Flag channel north of Route 66.
- Elimination of mandatory flood insurance and restrictive floodplain management regulations.
- Provides connectivity and urban open space preservation along the Rio de Flag corridor. The Flagstaff Area Regional Land Use and Transportation Plan and Greater Flagstaff Open Space and Greenways Plan identify the Rio de Flag Project as an essential element of Flagstaff's growth.

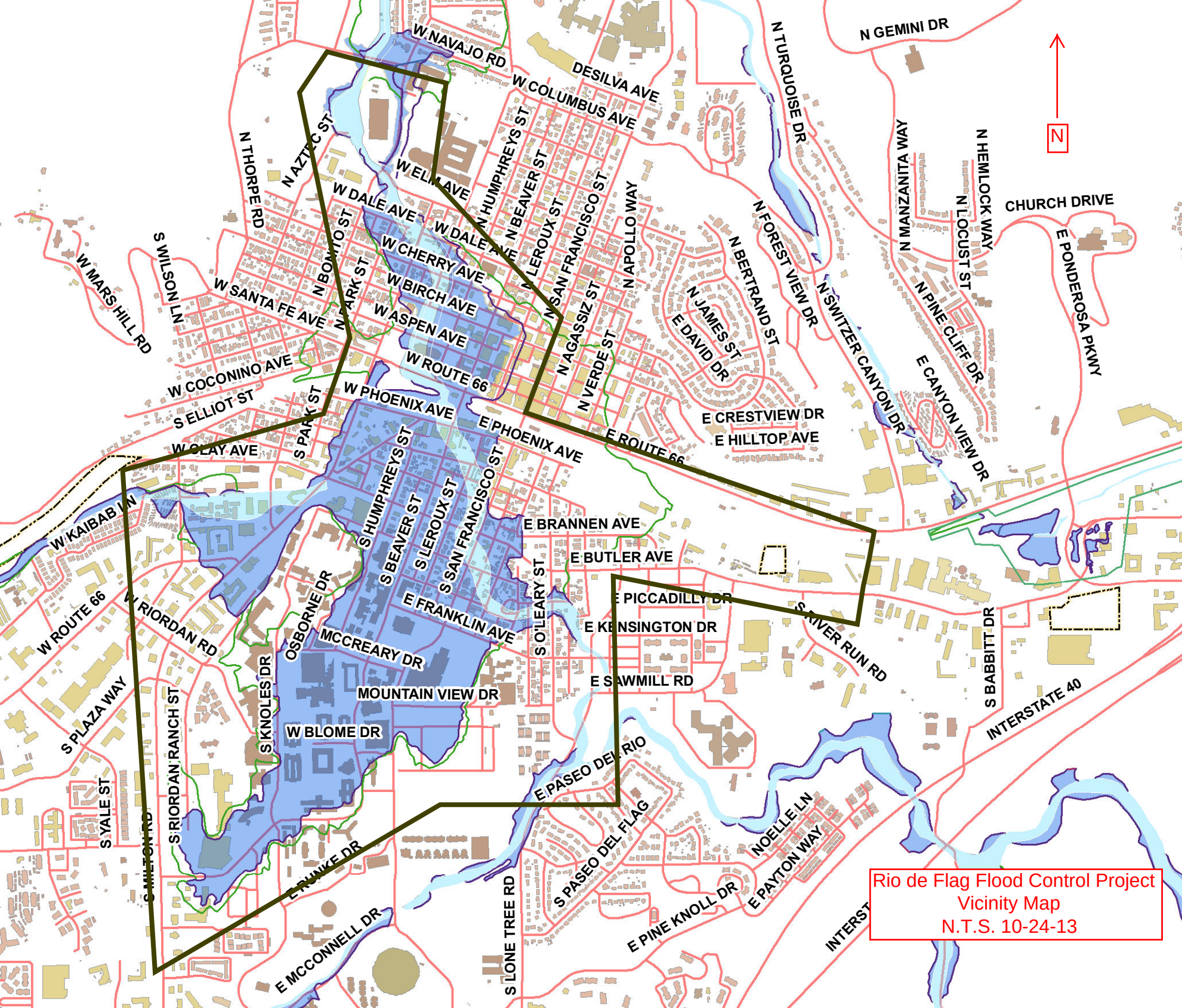
Community Involvement:

Involve - The Rio de Flag Flood Control Project has been included as a major element of the City's Capital program and budget since 2004. The project has also been the subject of numerous Council Work Sessions, Friends of the Rio meetings, Citizen's Advisory Committee meetings, City to Citizen, Cityscape and Arizona Daily Sun articles.

Expanded Options and Alternatives:

1) Approve the award as recommended.
2) Direct staff to continue negotiations with Michael Baker Jr., Inc. to reduce the project fee. This option will require that staff return to Council at a later date.
3) Reject approval of the award and direct staff to re-advertise the Requests for Statements of Qualifications. This would have the affect of delaying the project for approximately 3 months.
4) Reject approval of the award. This option would have the affect of the City not proceeding with the Design Concept Report (DCR) and to continue design and construction under the Project Cooperation Agreement with the U.S. Army Corps of Engineers.

Attachments: Vicinity Map
Service Agreement
Fee Schedule



Rio de Flag Flood Control Project
Vicinity Map
N.T.S. 10-24-13

SERVICE AGREEMENT
FOR
RIO DE FLAG FLOOD CONTROL DESIGN CONCEPT PROJECT

CITY OF FLAGSTAFF
and

MICHAEL BAKER JR., INC.

This Agreement for the Rio De Flag Flood Control Design Concept Project ("Agreement") is made by and between the City of Flagstaff ("City"), an Arizona municipal corporation with offices at 211 W. Aspen Avenue, Flagstaff, Coconino County, Arizona, and Michael Baker Jr., Inc, Pennsylvania corporation, with offices at 2929 North Central Aveneu, Phoenix, Arizona, (City/State/Zip) ("Provider"), effective as of the date written below.

RECITALS

A. The City desires to enter into this Agreement in order to obtain services of a consultant for the Rio De Flag Flood Control Design Concept Project, as outlined in the Scope of Work/Specifications section of the RSOQ document; and

B. Provider has available and offers to provide the personnel necessary to provide said services within the required time in accordance with the Scope of Services included in this Agreement;

C. The following exhibits are incorporated by reference and are expressly made a part of this Agreement:

Scope of Work	Exhibit A
Fee Schedule	Exhibit B

For the reasons recited above, and in consideration of the mutual covenants contained in this Agreement, the City and Provider agree as follows:

1. SERVICES TO BE PERFORMED BY PROVIDER

Provider agrees to perform the following services:

1.1 Provider agrees to provide the services as set forth in detail in Exhibit "A" attached and incorporated in this Agreement.

1.2 Provider warrants that all materials, services or construction delivered under the Agreement shall conform to the specifications of the Agreement. The City's receipt or inspection of the materials, services, or construction specified shall not alter or affect the obligations of Provider or the rights of the City under the foregoing warranty.

1.3 All services, information, computer program elements, reports and other deliverables which may be created under the Agreement are the sole property of the City and shall not be used or released by Provider or any other person except with prior written permission of the City.

2. COMPENSATION OF PROVIDER

Provider agrees to provide all of the services set forth in Exhibit "A" for prices not to exceed the amounts set forth in the fee/price schedule, attached as Exhibit "B".

3. RIGHTS AND OBLIGATIONS OF PROVIDER

3.1 **Independent Contractor**. The parties agree that Provider performs specialized services and that Provider enters into this Agreement with the City as an independent contractor. Nothing in this Agreement shall be construed to constitute Provider or any of Provider's agents or employees as an agent, employee or representative of the City. As an independent contractor, Provider is solely responsible for all labor and expenses in connection with this Agreement and for any and all damages arising out of Provider's performance under this Agreement.

3.2 Provider's Control of Work. All services to be provided by Provider shall be performed as determined by the City in accordance with the Scope of Services set forth in Exhibit "A." Provider shall furnish the qualified personnel, materials, equipment and other items necessary to carry out the terms of this Agreement. Provider shall be responsible for, and in full control of, the work of all such personnel.

3.3 Reports to the City. Although Provider is responsible for control and supervision of work performed under this Agreement, the services provided shall be acceptable to the City and shall be subject to a general right of inspection and supervision to ensure satisfactory completion. This right of inspection and supervision shall include, but not be limited to, all reports to be provided by Provider to the City and the right of the City, as set forth in the Scope of Services, and the right of the City to audit Provider's records.

3.4 Compliance with All Laws. Provider shall comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, which may affect the performance of this Agreement. Any provision required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement shall be deemed inserted, whether or not such provisions appear in this Agreement.

3.5 Completeness and Accuracy of Provider's Work. The Provider shall be responsible for the completeness and accuracy of his work, plans, supporting data, and Special Provisions prepared or compiled under his obligation for this project and shall correct, at his expense, all errors or omissions therein.

3.5.1 All documents prepared by the design professional shall bear the stamp or seal of the design professional. All preparation of technical and related documents shall be completed in accordance with the prevailing Arizona law and services performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances..

3.5.2 Correction of errors or omissions disclosed and determined to exist by the City during the construction of the project shall be accomplished by the Provider. The costs that become necessary to correct those errors attributable to the Provider and any expense incurred by the City as a result of additional construction costs caused by such errors shall be chargeable to the Provider. The fact that the City has accepted or approved the Provider's work shall in no way relieve the Provider of any of his responsibilities or professional liability. Should the Provider be contracted to perform construction inspection of the project, he shall be responsible for errors and omissions in construction inspection disclosed and determined to exist by the City during and subsequent to the construction of the project. Provider's duty in the construction inspection phase is to assure City that the project is constructed in conformity with detailed plans and specifications and the cost of design necessary to correct errors and omissions in inspection attributable to the Provider and any expense incurred by City as a result of additional construction costs caused by such errors shall be chargeable to the Provider. Acceptance or approval by City of Provider's work shall not relieve Provider of inspection responsibilities or professional liability.

4. NOTICE PROVISIONS

Notice. Any notice concerning this Agreement shall be in writing and sent by certified or registered mail as follows:

To the City's Authorized Representative (James Duval):	To Provider:
Patrick Brown, C.P.M. Senior Procurement Specialist City of Flagstaff 211 W. Aspen Flagstaff, Arizona 86001	Timothy Quillman, P.E. Assistant Vice President Michael Baker Jr., Inc. 2929 North Central Avenue, Suite 800 Phoenix, Arizona 85012

5. INDEMNIFICATION

To the fullest extent permitted by law, Provider shall indemnify, defend, save and hold harmless the City of Flagstaff and its officers, officials, agents, and employees ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim

processing, investigation and litigation) ("Claims") including claims for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Provider or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Provider to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is agreed that Provider shall be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Provider shall waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the work performed by Provider for the City.

6. INSURANCE

Provider and subcontractors shall procure and maintain insurance against claims for injury to persons or damage to property, which may arise from or in connection with this Agreement by the Provider, Provider's agents, representatives, employees or contractors until all of their obligations under this Agreement have been discharged, including any warranty periods. The insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City does not represent or warrant that the minimum limits set forth in this Agreement are sufficient to protect the Provider from liabilities that might arise out of this Agreement, and Provider is free to purchase such additional insurance as Provider may determine is necessary.

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

6.1.1. Commercial General Liability - Occurrence Form
(Form CG 0001, ed. 10/93 or any replacement thereof)

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Fire Damage (any one fire)	$500,000
Medical Expense (any one person)	Optional

6.1.2. Automobile Liability - Any Automobile or Owned, Hired and Non-owned Vehicles
(Form CA 0001, ed. 12/93 or any replacement thereof)

Combined Single Limit Per Accident for Bodily Injury and Property Damage	$1,000,000

6.1.3. 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

6.1.4. Professional Liability $1,000,000

6.2 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.

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

6.3.1 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 Agreement and activities

performed by or on behalf of the Provider, including products and completed operations of the Provider; and automobiles owned, leased, hired or borrowed by the Provider.

6.3.2 The Provider's insurance shall contain broad form contractual liability coverage.

6.3.3 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 Provider even if those limits of liability are in excess of those required by this Agreement.

6.3.4. The Provider'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 Provider's insurance and shall not contribute to it.

6.3.5 The Provider'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.

6.3.6 Coverage provided by the Provider shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

6.3.7 The policies shall contain a waiver of subrogation against the City, its officers, officials, agents and employees for losses arising from work performed by Provider for the City.

6.4 **Notice of Cancellation**. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City. 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 Patrick Brown, Senior Procurement Specialist, City of Flagstaff, 211 W. Aspen Avenue, Flagstaff, Arizona 86001.

6.5 **Acceptability of Insurers**. Provider 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 Provider from potential insurer insolvency.

6.6 **Verification of Coverage**. The Provider shall furnish the City with certificates of insurance (ACORD form) as required by this Agreement. 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.

6.6.1 The City must receive and approve all certificates of insurance before the Provider commences work. Each insurance policy required by this Agreement shall be in effect at, or before, commencement of work under this Agreement and shall remain in effect until all Provider's and its subcontractors' obligations under this Agreement have been met. The Provider's failure to maintain the insurance policies as required by this Agreement or to provide timely evidence of renewal will be considered a material breach of this Agreement.

6.6.2 **All certificates of insurance shall be sent directly to Patrick Brown, Senior Procurement Specialist, 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 Agreement at any time. The City shall not be obligated, however, to review any insurance policies or to advise Provider of any deficiencies in such policies and endorsements. The City's receipt of Provider's policies or endorsements shall not relieve Provider from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Provider's obligations under this Agreement.

6.7 **Subcontractors**. Provider's certificate(s) shall include all subcontractors as additional insureds under its policies, or Provider shall furnish to the City Separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

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

7. DEFAULT AND TERMINATION

7.1 **Events of Default Defined**. The following shall be Events of Default under this Agreement:

7.1.1 Any material misrepresentation made by Provider to the City;

7.1.2 Any failure by Provider to perform its obligations under this Agreement including, but not limited to, the following:

7.1.2.1 Failure to commence work at the time(s) specified in this Agreement due to a reason or circumstance within Provider's reasonable control;

7.1.2.2 Failure to perform the work with sufficient personnel and equipment or with sufficient equipment to ensure completion of the work within the specified time due to a reason or circumstance within Provider's reasonable control;

7.1.2.3 Failure to perform the work in a manner reasonably satisfactory to the City;

7.1.2.4 Failure to promptly correct or re-perform within a reasonable time work that was rejected by the City as unsatisfactory or erroneous;

7.1.2.5 Discontinuance of the work for reasons not beyond Provider's reasonable control;

7.1.2.6 Unsatisfactory performance as judged by the Contract Administrator;

7.1.2.7 Failure to provide the City, upon request, with adequate assurance of future performance;

7.1.2.8 Failure to comply with a material term of this Agreement, including, but not limited to, the provision of insurance; and

7.1.2.9 Any other acts specifically stated in this Agreement as constituting a default or a breach of this Agreement.

7.2 **Remedies**.

7.2.1 Upon the occurrence of any Event of Default, the City may declare Provider in default under this Agreement. The City shall provide written notification of the Event of Default. If such Event of Default is not cured within seven (7) days of receipt of the notification, the City may invoke any or all of the following remedies:

7.2.1.1 The right to cancel this Agreement as to any or all of the services yet to be performed;

7.2.1.2 The right of specific performance, an injunction or any other appropriate equitable remedy;

7.2.1.3 The right to monetary damages;

7.2.1.4 The right to withhold all or any part of Provider's compensation under this Agreement;

7.2.1.5 The right to deem Provider non-responsive in future contracts to be awarded by the City; and

7.2.1.6 The right to seek recoupment of public funds spent for impermissible purposes.

7.2.2 The City may elect not to declare an Event of Default or default under this Agreement or to terminate this Agreement upon the occurrence of an Event of Default. The parties acknowledge that this provision is solely for the benefit of the City, and that if the City allows Provider to continue to provide the Services despite the occurrence of one or more Events of Default, Provider shall in no way be relieved of any of its responsibilities or obligations under this Agreement, nor shall the City be deemed to waive or relinquish any of its rights under this Agreement.

7.2.3 In the Event of Default by the Provider, the City shall not be liable to Provider for any amount, and Provider may be liable to the City for any and all damages sustained by reason of the default which gave rise to the termination.

7.3 **Right to Offset**. Any costs, including but not limited to attorney's fees, costs of remediation, and costs of delay, incurred by the City due to default of Provider, or due to the City's exercise any of the remedies available to it under this Agreement, may be offset by use of any payment due for services completed before the default or the exercise of any remedies. If the offset amount is insufficient to cover excess costs, Provider shall be liable for and shall remit promptly to the City the balance upon written demand from the City.

7.4 **Termination for Convenience**. The City reserves the right to terminate, with or without cause, this Agreement upon ninety (90) days written notice. The City shall be responsible only for those standard items or services which have been delivered and accepted. If any items being purchased are truly unique and therefore not saleable or useable for any other application, the City shall reimburse Provider for actual labor, material, and burden costs, plus a profit not to exceed 8%. Title to all materials, work in progress, and completed but undelivered goods, shall pass to the City after costs are claimed and allowed. Provider shall submit detailed cost claims in an acceptable manner and shall permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

8. GENERAL PROVISIONS

8.1 **Headings**. The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

8.2 **Jurisdiction and Venue**. This Agreement shall be administered and interpreted under the laws of the State of Arizona. Provider hereby submits itself to the original jurisdiction of those courts located within Coconino County, Arizona.

8.3 **Attorney's Fees**. If suit or action is initiated in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court, including an appellate court, may adjudge reasonable as attorney fees.

8.4 **Severability**. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, the remainder of this Agreement shall remain in full force and effect and such term or provision shall be deemed to be deleted.

8.5 **Successors and Assigns**. No right or interest in the Agreement shall be assigned by Provider without prior written permission of the City, and no delegation of any duty of Provider shall be made without prior written permission of the City. The City shall not unreasonably withhold approval and shall notify Provider of the City's position within fifteen (15) days of receipt of written notice by Provider. This Agreement shall extend to and be binding upon the Provider, its successors and assigns, including any individual, company, partnership, or other entity with or into which the Provider shall merge, consolidate, or be liquidated, or any person, corporation, partnership, or other entity to which the Provider shall sell its assets.

8.6 **Subcontracts**. No subcontract shall be entered into by Provider with any other party to furnish any service specified in this Agreement without the advance written approval of the City. All subcontracts shall comply with Federal, State and local laws and regulations that are applicable to the services covered by the

subcontract and shall include all the terms and conditions set forth in the Agreement which shall apply with equal force to the subcontract, as if the subcontractor were the Provider. Provider is responsible for contract performance whether or not subcontractors are used. The City shall not unreasonably withhold approval and shall notify Provider of the City's position within fifteen (15) days of receipt of written notice by Provider. Provider shall be responsible for executing the agreement with subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

8.7 **Conflict of Interest**. Provider covenants that Provider presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Provider further covenants that in the performance of this Agreement, Provider shall not engage any employee or apprentice having any such interest. The parties agree that this Agreement may be cancelled for conflict of interest in accordance with Arizona Revised Statutes § 38-511.

8.8 **Authority to Contract**. Each party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations hereunder, and that it has taken all actions necessary to authorize entering into this Agreement.

8.9 **Integration.** This Agreement represents the entire understanding of City and Provider as to those matters contained in this Agreement, and no prior oral or written understanding shall be of any force or effect with respect to those matters, except for documents comprising the RFP Package that have been incorporated into this Agreement. This Agreement may not be modified or altered except in writing signed by duly authorized representatives of the parties.

8.10 **Non Appropriation**. If the City Council does not appropriate funds to continue this Agreement and pay for charges under this Agreement, the City may terminate this Agreement at the end of the current fiscal period, or at the time that funds are no longer available to meet the City's payment obligations. The City agrees to give written notice of termination to the Provider at least thirty (30) days prior to any termination for a lack of funds and will pay to the Provider all approved charges incurred prior to Provider's receipt of such notice, subject to the availability of funds appropriated and budgeted by the City to fund payments under this Agreement.

8.11 **Non-Discrimination**. Provider shall not discriminate against any employee, or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 75-5 as modified by State Executive Order 99-4 or A.R.S. 41-1461 et. seq. The Provider shall be required to comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

8.12 **Compliance with Federal Immigration Laws and Regulations**. Provider hereby warrants to the City that the Provider and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to its employees and A.R.S. §23-214(A) (hereinafter "Provider Immigration Warranty").

8.12.1 A breach of the Provider Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Provider to penalties up to and including termination of this Agreement at the sole discretion of the City.

8.12.2 The City retains the legal right to inspect the papers of any Provider or Subcontractor employee who works on this Agreement to ensure that the Provider or Subcontractor is complying with the Provider Immigration Warranty. Provider agrees to assist the City in regard to any such inspections.

8.12.3 The City may, at its sole discretion, conduct random verification of the employment records of the Provider and any of Subcontractors to ensure compliance with Provider's Immigration Warranty. Provider agrees to assist the City in regard to any random verifications performed.

8.12.4 The provisions of this Article must be included in any contract the Provider enters into with any and all of its Subcontractors who provide services under this Agreement or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

8.13 **Anti-Trust Violations**. The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the Provider. Therefore, to the extent permitted by law, Provider hereby assigns to the City any and all claims for such overcharges as to the goods or services used to fulfill this Agreement.

8.14 **Advertising**. Provider shall not advertise or publish information concerning the Agreement, without the prior written consent of the City.

8.15 **Inspection**. All material, services or construction are subject to final inspection and acceptance by the City. The City may, at reasonable times and at its expense, inspect the plant or place of business of Provider or its subcontractor(s) which is related to the performance of this Agreement. This right of inspection and supervision shall include, but not be limited to the right of the City to audit Provider's records.

8.16 **Force Majeure**. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance of this Agreement is prevented by reason of force majeure.

8.16.1 The term "force majeure" means an occurrence that is unforeseeable and beyond the control of the party affected, which occurs without its fault or negligence, and which it is unable to prevent by exercising reasonable diligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, or unreasonable failures or refusal to act by government authority, and other similar occurrences. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party, in writing, of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this agreement.

8.16.2 Force majeure shall not include the following occurrences:

8.16.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or by an oversold condition of the market.

8.16.2.2 Late performance by a Subcontractor unless the delay arises directly out of a force majeure occurrence in accordance with this force majeure term and condition. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.

8.16.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing as soon as is practical, of the commencement of such delay and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed certified-return receipt and shall make a specific reference to this section, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Agreement modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Agreement.

8. DURATION

This Agreement shall become effective on and from the date it is executed by the parties, and shall continue for a period of _____, unless sooner terminated as provided in this Agreement. The City reserves the right to unilaterally extend the period of the Agreement for ninety (90) days beyond the stated termination date. The Agreement may be renewed in writing for a supplemental period of up to 1 additional one-year terms. The City Council authorizes the City of Flagstaff Purchasing Director to administratively renew this Agreement for the additional terms specified in this paragraph. Any additional renewals must be approved by the City Council.

(Please sign in blue ink. Submit original signatures – photocopies not accepted)

City of Flagstaff	**Michael Baker Jr., Inc.**
_____	_____
Kevin Burke, City Manager	
Attest:	
_____	
City Clerk	
Approved as to form:	
_____	
City Attorney	Date of Execution:_____

EXHIBIT A

SCOPE OF WORK

A. Design Concept Report Scope of Services

1. Consultant shall schedule and facilitate project kick off meeting with City staff and project stakeholders. Deliverables shall include preparation and distribution of meeting minutes and exhibits.

2. Consultant shall perform a review of the current USACE Plans, Reports and Estimates:
   a. Review existing 90% USACE flood control plans
   b. Review existing 90% COF Utility and Surface replacement plans and cost estimates. These plans were previously prepared by Shephard Wesnitzer Inc. (SWI) under a contract with the City of Flagstaff

3. Consultant shall obtain and review current COF digital topographic survey titled 2013 Aerial Survey Lidar/Imaging in LAS format. DCR shall utilize this data to develop the concept plans, alternatives, estimates and schedules.

4. Consultant shall prepare an Alternatives Analysis. Consultant shall facilitate an alternative alignment design charette with City Staff and appropriate stakeholders to identify design alternatives for the study. It is anticipated that the design charette shall produce no more than three alignments for the alternatives study.

The chosen alignments shall use FEMA 100 year flows and shall include a preliminary hydraulic model, proposed structures, constructability analysis, COF utility and surface impact analysis, preliminary cost and schedule estimates and recommendation for preferred alignment. The Consultant shall determine the best option from the alternatives developed by the charette team. The best option shall provide a cost effective alignment that minimizes impacts to adjacent properties, City and Franchise utilities, surface replacements and also takes into account planning considerations and engineering principles for future full scale design and construction.

5. Prepare a cost estimate for the preferred alternative. The cost estimate shall include all major construction items and shall be presented in a bid schedule format. The cost estimate shall also include any contingency items identified during the development of the preferred alternative. Costs shall be consistent with historic bids in the Northern Arizona region and shall be reviewed by a registered contractor. Bid tabulations from recent City of Flagstaff infrastructure projects are available to assist with this task.

6. Consultant shall schedule and facilitate monthly update meetings with City staff. Consultant shall also present the final findings of the DCR to City Council. Deliverables shall consist of all technical data, backup data and associated exhibits, cost estimates, schedules and documents. Hydraulic modeling shall be in HEC-RAS or other format approved by FEMA and the City of Flagstaff.

B. Additional Services

1. Full Design Phase Services. The City may elect to negotiate a new contract with the consultant for full design phase services as a second phase of this project. Continuation of the second phase with the consultant for full design may be based on performance of this contract AND/OR results of the Design Concept Report. The City also reserves the right to solicit for a new procurement and selection process if it is determined to be in the best interest of the City.

2. Provide non-exclusive release of all copyrights to the City of Flagstaff.

EXHIBIT B

FEE SCHEDULE

(SEPARATE ATTACHMENT)

Michael Baker Jr., Inc.
2929 North Central Ave.
Suite 800
Phoenix, AZ 85012
602-279-1234
FAX 602-279-1411

November 18, 2013

James Duval
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, AZ. 86001

RE: Rio de Flag Flood Control Design Concept Proposal (Revised)

Dear Mr. Duval:

Michael Baker Jr., Inc. is proud to present our proposal for providing engineering technical services related to the Rio de Flag Flood Control Design Concept Project based on our understanding of the work requested by the City of Flagstaff. Attached to this letter you will find proposed Scope of Work and Cost Proposal for your review and consideration. Should all the attached items meet your expectations, please let us know and we will work with you to complete the contract documents. Should you have any comments on any of the attached documents, please send them back to us and we will work with you to a final resolution.

We look forward to a successful completion to this high profile project for the City of Flagstaff.

Sincerely,

Timothy Quillman, P.E.
Assistant Vice President

Attachments: Scope of Work
Cost Proposal

RIO DE FLAG FLOOD CONTROL DESIGN CONCEPT PROJECT

SCOPE OF WORK

PROJECT BACKGROUND

This project is located in the northwest quadrant of the City of Flagstaff, Arizona. It is the CLIENT's desire to develop a flood control project that will contain the existing Rio de Flag floodplain for the 100-year event within proposed flood control structures.

Recently the City of Flagstaff has partnered with the U.S. Army Corps of Engineers (USACE) to facilitate the stated goal. Due to continued funding issues at the Federal Level, the CLIENT is exploring the option of delivering this project without the assistance of the USACE. A project alignment and design have been developed to 90% level of completion by the USACE using USACE hydrology and hydraulic modeling (not available). In addition, the CLIENT has developed 90% plans for the replacement of City owned utilities and surface replacements relative to the USACE flood control plans.

The Rio de Flag Flood Control Design Concept project will require the CONSULTANT to prepare a Design Concept Report (DCR). The DCR shall be based on Federal Emergency Management Agency (FEMA) criteria and shall include the development of up to 3 separate project alternative alignment recommendations, preliminary hydraulic modeling, proposed flood control structures, scheduling, cost estimating and an outline of the requirements for the City of Flagstaff to ultimately contain the Rio de Flag floodplain and obtain CLOMR prior to and LOMR upon completion of construction.

TASK DESCRIPTIONS & DELIVERABLES

Task A Client Coordination

A.1 Kick-Off Meeting

CONSULTANT shall organize and facilitate a project kick-off meeting with the CLIENT. The project kick-off meeting shall be held at CLIENT office location at a time agreed upon between the CLIENT and CONSULTANT. CLIENT shall provide the CONSULTANT with a list of stakeholders that are to be invited to the kick-off meeting. CONSULTANT shall come prepared to kick-off meeting to discuss CONSULTANT team organization, project design criteria and assumptions, project schedule and anticipated design questions.

Task A.1 DELIVERABLES: Within three working days before the kick-off meeting, CONSULTANT shall provide a PDF of the kick-off meeting agenda. Within five working days of completion of the kick-off meeting, CONSULTANT shall provide a PDF of the draft meeting minutes for review by CLIENT and stakeholders. Upon receiving and review comments of the meeting minutes, the CONSULTANT shall address comments and submit a PDF of the final meeting minutes to the CLIENT and stakeholders.

A.2 LIDAR Turn-over

CONSULTANT shall coordinate with the CLIENT to obtain and review current CLIENT digital topographic survey titled 2013 Aerial Survey Lidar/Imaging in LAS format. The project Design Concept Report (DCR)

shall utilize this data to develop the concept plans, alternatives, estimates and schedules. Consultant shall work with CLIENT staff to identify which portions of CLIENT owned LIDAR data is required for production of the DCR.

A.3 Monthly Meetings

CONSULTANT shall attend monthly meetings throughout the duration of the project. The purpose of the meetings will be to discuss progress, issues and schedule. The CONSULTANT shall coordinate with the CLIENT regarding the timing of meetings and list of stakeholders to be invited.

Task A.3 DELIVERABLES: Within three working days before each meeting, the CONSULTANT shall provide a PDF of the agenda to the CLIENT and CLIENT identified stakeholders. Within five working days after each meeting, the CONSULTANT shall provide a PDF of the meeting minutes to the CLIENT and stakeholders.

A.4 Council Meeting

CONSULTANT shall attend one City Council Meeting with the CLIENT for purposes of presenting findings of the project design concept study. The council meeting will be held in the evening at City of Flagstaff pre-determined location.

Task A.4 DELIVERABLES: The CONSULTANT shall provide 24x36 color exhibits showing the alternatives analyzed and recommendations. In addition, the CONSULTANT shall be prepared to produce and provide 8 ½ x 11 color hand-outs for facilitating the meeting and have the presentation available in Microsoft Power Point Format.

Task B New Effective Model

B.1 Structures & Cross Section Survey

CONSULTANT shall provide additional necessary field survey for capturing structures within the Rio De Flag alternative alignments. Structures survey shall include, but not be limited to: invert elevations at inlet and outlet, profile length of structure and opening dimensions.

Task B.1 DELIVERABLES: All survey captured shall be provided to the CLIENT in AutoCAD format.

B.2 Hydraulic Model

CONSULTANT shall develop an existing conditions hydraulic model and delineate the 100-year floodplain for the reaches of the Rio de Flag and Clay Avenue Wash identified below.

- Rio de Flag: from Lone Tree Road, upstream for approximately 8500 feet (1.61 river miles) to Beal Road.
- Clay Avenue Wash: from the Rio de Flag confluence, upstream for approximately 3600 feet (0.68 river miles) to Chateau Drive.

The model and delineation shall meet all FEMA standards for floodplain mapping, and will constitute the "Pre Project" model required for FEMA map revision submittals. While this model may consider local drainage effects, identified by the existing USACE design, no new hydrology or hydraulics for local drainage will be required for completion of the model. This work will not include any of the

documentation or other administrative tasks needed solely to revise the Flood Insurance Rate Map(s) for these watercourses.

CONSULTANT shall obtain and review the existing, FEMA regulatory model for these watercourses (if available) and the hydraulic models and supporting information developed for the U.S. Army Corps of Engineers project. Where possible, hydraulic structures data shall be taken from these sources to reduce the amount of field survey necessary.

Task B.2 DELIVERABLES: CONSULTANT shall present model input and output files to the CLIENT for review and comment. Model submittals will include cross-section location maps with topographic data at a scale appropriate for review. Any comments by the CLIENT on the models shall be submitted at one time for response by CONSULTANT. Once comments are resolved, CONSULTANT shall submit the final models to the CLIENT for their records as part of the final Design Concept Report.

Task C Review Existing Corps Plans & Models

C.1 Hydraulic Models

CONSULTANT shall review hydraulic models produced for the Thorpe Road Bridge under the recently completed USACE Rio de Flag design project. Where ever possible, the Consultant shall use the existing hydraulic models as the basis for new hydraulic modeling to be completed for the alternatives analysis.

C.2 90% Plans & Reports

Consultant shall obtain and review the existing USACE 90% plans and all other supporting project documents. Consultant shall deliver a summary of all reports and reference any data used in the development of the project Conceptual Design Report for the City of Flagstaff.

Task D Alternatives Analysis

D.1 Hydraulic Modeling & CLOMR Requirements

CONSULTANT shall select and model up to three alignment recommendations for the Rio de Flag using FEMA effective flow rates, one of which shall include the current alignment as proposed by USACE. CONSULTANT shall develop hydraulic models for each of the three alternatives using the latest FEMA approved version of HEC-RAS. While these models may consider local drainage effects identified by the existing USACE design, no new hydrology or hydraulics for local drainage will be required for completion of the model. All models shall meet FEMA standards for floodplain mapping and effective map revisions. Based on the modeling results, each alternative's influence on the effective Special Flood Hazard Area will be used as part of the alternatives analysis. For each alternative alignment, CONSULTANT shall identify additional data and analyses that may be required as part of a future CLOMR or LOMR application process.

Task D.1 DELIVERABLES: CONSULTANT shall present model input and output files to the CLIENT for review and comment for all hydraulic models developed for this project. Model submittals shall include cross-section location maps with topographic data at a scale appropriate for review. Any comments by the CLIENT on the models shall be submitted at one time for response by CONSULTANT. Once comments

are resolved, CONSULTANT shall submit the final models to the CLIENT for their records as part of the final Design Concept Report.

D.2 Utilities Analysis

For each alternative alignment recommendation selected for hydraulic modeling, CONSULTANT shall provide preliminary design concepts for addressing utility conflicts. Design concepts shall take into consideration previous designs generated under the USACE Rio de Flag project. Utility analysis shall include both public and private utilities that are affected by each of the alternative alignments.

D.3 Surface Analysis

For each alternative alignment recommendation selected for hydraulic modeling, CONSULTANT shall provide preliminary design concepts for associated surface improvements. Design concepts shall take into consideration previous designs generated under the USACE Rio de Flag project.

D.4 Structures Analysis

For each alternative alignment selected for hydraulic modeling, CONSULTANT shall provide preliminary design concept for arch type structures used to convey the design storm and any modifications required to structures that are to remain. Structure design concepts shall include typical cross sections that are to be implemented throughout each of the alignments.

D.5 Constructability & Sequencing Analysis

For each alternative alignment selected for hydraulic modeling, CONSULTANT shall provide preliminary design concepts for construction sequencing. Each alternative alignment shall be reviewed for constructability concerns by the CONSULTANT. Design concepts for addressing constructability concerns shall be provided by the CONSULTANT.

D.6 Construction Cost Analysis

For each alternative alignment selected for hydraulic modeling, CONSULTANT shall provide preliminary cost analysis. The cost analysis shall include all major construction items and shall be presented in a bid schedule format. The cost analysis shall also include any contingency items identified during the development of the preferred alternative. Costs shall be consistent with historic bids in the Northern Arizona region and shall be reviewed by a registered contractor. Bid tabulations from recent City of Flagstaff infrastructure projects are available to assist with this task and can be provided by the CLIENT upon request.

D.7 Value Engineering Charette

Prior to production of the design concept report, the CONSULTANT shall hold a value engineering (VE) Charette at which time the CONSULTANT shall present the alternative alignment recommendations selected for hydraulic modeling and the results of the alternatives analysis. The CONSULTANT shall prepare one plan exhibit for each of the alternative alignments selected for hydraulic modeling. The plan exhibits shall each show arch typical sections and horizontal alignment overlaid with associated surface and utility requirements. The VE Charette shall include the CONSULTANT, CLIENT and stakeholders as required by the CLIENT. Upon completion of the VE Charette, one of the three alternative alignments

selected for hydraulic modeling will be chosen as the preferred alignment. Recommendations discussed during the VE Charette shall be documented by the Consultant and considered when producing the Design Concept Report.

Task D.7 DELIVERABLES: One Plan exhibit for each of the alternative alignment recommendations selected for hydraulic modeling shall be prepared by the CONSULTANT for the VE Charette. Plan exhibits shall be produced on 22x34 sheets. For presentation of floodplain analysis, exhibits shall be produced in color on 11x17 sheets. Other analysis documentation may be produced in black & white on 8 ½ x 11 sheets. Following the VE Charette, CONSULTANT shall present model input criteria and output to the CLIENT as PDFs for review and comment. Any comments by the CLIENT on the models shall be submitted at one time for response by CONSULTANT. Once comments are resolved, CONSULTANT shall submit the final models to the CLIENT for their records as part of the Design Concept Report. All deliverables shall also be provided to the CLIENT in color PDF format. In addition to providing hard copy documents during the VE Charette, the CONSULTANT shall also be prepared present all materials on overhead projector.

Task E Design Concept Report

E.1 Finalize Hydraulic Model

CONSULTANT shall finalize the hydraulic model for the preferred alignment based on the results of the VE Charette and for any other changes that occurred while finalizing the Design Concept Report. The final hydraulic model for the preferred alignment shall meet FEMA standards for floodplain mapping and map revisions. Based on the modeling results, the City of Flagstaff's requirements for obtaining a Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision (LOMR) from FEMA beyond the proposed improvements will be outlined in the Design Concept Report.

E.2 Finalize Utility & Surface Recommendations

CONSULTANT shall provide utility and surface improvement recommendations as a result of the preferred alignment. Utility and surface improvements for the preferred alignment shall be overlaid onto the plan sheets that show the preferred alignment.

E.3 Finalize Structure Recommendations

CONSULTANT shall provide structural recommendations for the arch structures and associated retaining walls required for each of the alternative alignments. In addition, CONSULTANT shall provide recommendations for modifications to existing structures as a result of the alternative alignments, where required. CONSULTANT shall provide structural typical sections for the preferred alignment.

E.4 Finalize Estimated Construction Costs

CONSULTANT shall provide estimated construction costs for the preferred alignment. Estimated constructed costs completed in the Alternatives Analysis shall be updated for items identified in the VE Charette or as otherwise updated during production of the Draft DCR.

E.5 Draft DCR

CONSULTANT shall produce a draft DCR that presents the final recommendations for the Rio de Flag flood control measures. The DCR shall be comprised of the following sections/appendices:

1. Project background including relevant USACE design data
2. Design criteria and assumptions
3. General description of each of the alternatives considered
4. Design approach and results for the preferred alignment including:
    - Hydrology
    - Hydraulics
    - Conveyance structures
    - Associated utility improvements
    - Associated surface improvements
    - Associated Environmental implications
    - Associated Geotechnical implications
    - Engineering principles for future full scale design and construction
    - FEMA footprints
    - CLOMR requirements
    - Estimated construction costs
    - VE considerations
5. Final recommendations
6. Preferred alignment plans (appendices)
7. Detailed back-up documentation for estimated construction costs (appendices)
8. Floodplain delineations (appendices)
9. Hydraulic models and calculations (appendices)

The preferred alignment plans shall be one plan set that shows arch typical sections, centerline profile and horizontal alignment overlaid with associated surface and utility requirements. CONSULTANT shall submit the DCR to the CLIENT and identified stakeholders for one review and comment phase. Upon review of the DCR by the CLIENT, CONSULTANT shall compile comments received into a draft comment matrix and provide response to comments. Once comments are addressed, CONSULTANT shall hold one comment review meeting with the CLIENT and identified stakeholders for discussion of comments and responses. Following the comment review meeting, CONSULTANT shall provide a final comment response matrix that documents all final responses and decisions made during the comment review meeting.

DELIEVERABLES: Five copies of the draft DCR and a color PDF shall be submitted to the CLIENT for review and comment. Preferred alignment plans and floodplain map exhibits prepared by the CONSULTANT shall be produced on 11x17 sheets at 40 Scale, unless otherwise agreed to by the CLIENT and CONSULTANT. Other analysis documentation may be produced on 8 ½ x 11 sheets. Comment review matrices shall be submitted in PDF. CONSULTANT shall present model input and output files to the CLIENT for review and comment for all hydraulic models developed for the Draft DCR. Model submittals shall include cross-section location maps with topographic data at a scale appropriate for review.

E.6 Final DCR

CONSULTANT shall produce and submit a final DCR upon distribution of the draft DCR final comment response matrix. The final DCR shall be comprised of all sections and appendices included in the draft DCR with the appropriate edits made. Upon completion of the final DCR, CONSULTANT shall submit the final DCR to the CLIENT for final back check. Should the CLIENT identify any comments noted in the final comment response matrix that were not addressed, CONSULTANT shall promptly make the necessary corrections and re-submit the final DCR to the CLIENT.

DELIEVERABLES: Five copies of the draft DCR and a color PDF shall be submitted to the CLIENT for review and comment. Plans and floodplain map exhibits prepared by the CONSULTANT shall be produced on 11x17 sheets. Other analysis documentation may be produced on 8 ½ x 11 sheets. Comment review matrices shall be submitted in PDF. CONSULTANT shall submit model input and output files to the CLIENT for all hydraulic models developed for the Final DCR. Model submittals shall include cross-section location maps with topographic data at a scale appropriate for review.

PROJECT SCHEDULE

The CLIENT has identified a project completion date of June 30, 2014. CONSULTANT shall coordinate with the CLIENT regarding intermediate project submittal dates. Once initial dates are agreed upon by the CLIENT and CONSULTANT, CONSULTANT shall develop the project draft schedule in Microsoft Project format. CONSULTANT shall provide a PDF of the draft schedule to the CLIENT for review and comment. Once all comments are resolved, the draft schedule shall be finalized as the baseline schedule by the CONSULTANT and provided to the CLIENT.

Baker

Michael Baker Jr., Inc.

Contract No.: **TBD**

Project Name: Rio De Flag Flood Control Project Conceptual Design Report

Date: November 18, 2013

COST PROPOSAL SUMMARY

LABOR

Classification	Hours	Average Hourly Rates	Direct Labor Costs
Project Manager	110	$ 65.00	$ 7,150.00
Engineer Sr	210	$ 52.00	$ 10,920.00
Geotechnical Engineer Sr	8	$ 52.00	$ 416.00
Engineer Jr	250	$ 43.00	$ 10,750.00
CAD Technician	164	$ 24.00	$ 3,936.00
Project Assistant / Administrator	18	$ 20.00	$ 360.00
Total Hours	760		

Total Direct Labor		$	33,532.00
Overhead	162.92%	$	54,630.33
Total Labor with Overhead		**$**	**88,162.33**

OTHER DIRECT COSTS

Travel	$	3,607.20
Reproduction	$	498.00
Shipping	$	40.00
Miscellaneous	$	200.00
Total Other Direct Costs	**$**	**4,345.20**

SUB-CONSULTANT COSTS

Shepard Wesnitzer, Inc.	$	80,472.08
Hunter Contracting, Co.	$	39,998.28
Total Sub-Consultant Costs	**$**	**120,470.36**

Total Cost to Consultant		$	212,977.90
PROFIT (Direct Labor)	10.00%	$	8,816.23
Sub-Consultant Administration	2.50%	$	3,011.76
TOTAL COST		**$**	**224,805.89**

Timothy Quillman, PE
Assistant Vice President

11/18/2013
Date

Baker

Michael Baker Jr., Inc.

Contract No.: **TBD**

Project Name: **Rio De Flag Flood Control Project Conceptual Design Report**

BAKER TASK SUMMARY					
Task	**Labor (Burdened)**	**ODC**	**Sub-Consultants (Plus Administration)**	**Sub-Task Total**	**Task Total**
Task A Client Coordination					**$ 28,232.99**
A.1 Kick-Off Meeting	$ 4,037.40	$ 329.75	$ 3,965.32	$ 8,332.47	
A.2 LIDAR Turn-over	$ 526.37	$ -	$ 3,482.95	$ 4,009.31	
A.3 Monthly Meetings	$ 7,114.62	$ 989.75	$ 1,302.16	$ 9,406.53	
A.4 Council Meeting	$ 3,493.68	$ 752.65	$ 2,238.34	$ 6,484.67	
Task B New Effective Model					**$ 24,074.06**
B.1 Structures & Cross Section Survey	$ 994.89	$ -	$ 9,048.59	$ 10,043.48	
B.2 Hydraulic Modeling	$ 13,055.03	$ 975.55	$ -	$ 14,030.58	
Task C Review Existing Corps Plans & Models					**$ 12,295.69**
C.1 Hydraulic Models	$ 2,573.99	$ -	$ -	$ 2,573.99	
C.2 90% Plans & Reports	$ 977.54	$ 28.00	$ 8,716.17	$ 9,721.70	
Task D Alternatives Analysis					**$ 95,934.21**
D.1 Hydraulic Modeling	$ 23,669.11	$ -	$ -	$ 23,669.11	
D.2 Utilities Analysis	$ 375.98	$ -	$ 28,446.55	$ 28,822.52	
D.3 Surface Analysis	$ 375.98	$ -	$ 5,589.60	$ 5,965.57	
D.4 Structures Analysis	$ 601.56	$ -	$ 7,876.51	$ 8,478.07	
D.5 Constructability & Sequencing Analysis	$ 1,955.07	$ -	$ 4,169.21	$ 6,124.28	
D.6 Cost Analysis	$ 1,955.07	$ -	$ 10,608.34	$ 12,563.41	
D.7 Value Engineering & Charette	$ 5,656.99	$ 429.75	$ 4,224.50	$ 10,311.24	
Task E Design Concept Report					**$ 64,268.94**
E.1 Finalize Hydraulic Model	$ 3,846.52	$ -	$ -	$ 3,846.52	
E.2 Finalize Utility & Surface Recommendations	$ 375.98	$ -	$ 23,705.03	$ 24,081.01	
E.3 Finalize Structure Recommendations	$ 977.54	$ -	$ 2,069.89	$ 3,047.42	
E.4 Finalize Cost Estimates	$ 977.54	$ -	$ 2,613.59	$ 3,591.12	
E.5 Draft DCR	$ 18,613.68	$ 255.00	$ 3,439.24	$ 22,307.92	
E.6 Final DCR	$ 4,824.06	$ 584.75	$ 1,986.14	$ 7,394.94	
Totals	**$ 96,978.57**	**$ 4,345.20**	**$ 123,482.12**		**$ 224,805.89**

Baker

Michael Baker Jr., Inc.

Contract No.: TBD

Project Name: Rio De Flag Flood Control Project Conceptual Design Report

BAKER LABOR SUMMARY

Descriptions	Project Manager	Engineer Sr	Geotechnical Engineer Sr	Engineer Jr	CAD Technician	Project Assistant / Administrator	Total Hours	Base Labor $
	$ 65.00	$ 52.00	$ 52.00	$ 43.00	$ 24.00	$ 20.00		
Task A Client Coordination								
A.1 Kick-Off Meeting	8	12		4		4	**28**	**$ 1,396.00**
A.2 LIDAR Turn-over				2	4		**6**	**$ 182.00**
A.3 Monthly Meetings	36					6	**42**	**$ 2,460.00**
A.4 Council Meeting	8	8			8	4	**28**	**$ 1,208.00**
Task B New Effective Model								
B.1 Structures & Cross Section Survey				8			**8**	**$ 344.00**
B.2 Hydraulic Modeling	2	24		64	16		**106**	**$ 4,514.00**
Task C Review Existing Corps Plans & Models								
C.1 Hydraulic Models	2	8		8			**18**	**$ 890.00**
C.2 90% Plans & Reports	2	4					**6**	**$ 338.00**
Task D Alternatives Analysis								
D.1 Hydraulic Modeling	8	72		80	20		**180**	**$ 8,184.00**
D.2 Utilities Analysis	2						**2**	**$ 130.00**
D.3 Surface Analysis	2						**2**	**$ 130.00**
D.4 Structures Analysis			4				**4**	**$ 208.00**
D.5 Constructability & Sequencing Analysis	4	8					**12**	**$ 676.00**
D.6 Cost Analysis	4	8					**12**	**$ 676.00**
D.7 Value Engineering & Charette	8	8		4	32	4	**56**	**$ 1,956.00**
Task E Design Concept Report								
E.1 Finalize Hydraulic Model	2	8		16	4		**30**	**$ 1,330.00**
E.2 Finalize Utility & Surface Recommendations	2						**2**	**$ 130.00**
E.3 Finalize Structure Recommendations	2		4				**6**	**$ 338.00**
E.4 Finalize Cost Estimates	2	4					**6**	**$ 338.00**
E.5 Draft DCR	12	30		64	56		**162**	**$ 6,436.00**
E.6 Final DCR	4	16			24		**44**	**$ 1,668.00**
Total Hours	**110**	**210**	**8**	**250**	**164**	**18**	**760**	
Totals $	**$ 7,150.00**	**$ 10,920.00**	**$ 416.00**	**$ 10,750.00**	**$ 3,936.00**	**$ 360.00**		**$ 33,532.00**

Baker

Michael Baker Jr., Inc.

Contract No.: TBD

Project Name: Rio De Flag Flood Control Project Conceptual Design Report

BAKER TRAVEL COSTS												
	Per Diem (Lodging + M&IE)							Mileage				
Task	**No. of People**	**No. of Trips**	**Days per Trip**	**Lodging Rate**	**Lodging Taxes**	**M&IE Rate**	**Task Total**	**Trips**	**Miles per Trip**	**Units Miles**	**Unit Rate**	**Task Total**
Task A Client Coordination							$ -					$ -
A.1 Kick-Off Meeting	2	1	1			$ 66.00	**$ 132.00**	1	350	350	$ 0.565	**$ 197.75**
A.2 LIDAR Turn-over							$ -					$ -
A.3 Monthly Meetings	2	6	1			$ 66.00	**$ 792.00**	1	350	350	$ 0.565	**$ 197.75**
A.4 Council Meeting	2	1	2	$ 83.00	$ 12.45	$ 66.00	**$ 454.90**	1	350	350	$ 0.565	**$ 197.75**
Task B New Effective Model							$ -					$ -
B.1 Structures & Cross Section Survey							$ -					$ -
B.2 Hydraulic Modeling	2	1	3	$ 83.00	$ 12.45	$ 66.00	**$ 777.80**	1	350	350	$ 0.565	**$ 197.75**
Task C Review Existing Corps Plans & Models							$ -					$ -
C.1 Hydraulic Models							$ -					$ -
C.2 90% Plans & Reports							$ -					$ -
Task D Alternatives Analysis							$ -					$ -
D.1 Hydraulic Modeling							$ -					$ -
D.2 Utilities Analysis							$ -					$ -
D.3 Surface Analysis							$ -					$ -
D.4 Structures Analysis							$ -					$ -
D.5 Constructability & Sequencing Analysis							$ -					$ -
D.6 Cost Analysis							$ -					$ -
D.7 Value Engineering & Charette	2	1	1			$ 66.00	**$ 132.00**	1	350	350	$ 0.565	**$ 197.75**
Task E Design Concept Report							$ -					$ -
E.1 Finalize Hydraulic Model							$ -					$ -
E.2 Finalize Utility & Surface Recommendations							$ -					$ -
E.3 Finalize Structure Recommendations							$ -					$ -
E.4 Finalize Cost Estimates							$ -					$ -
E.5 Draft DCR							$ -					$ -
E.6 Final DCR	2	1	1			$ 66.00	**$ 132.00**	1	350	350	$ 0.565	**$ 197.75**
Totals							**$ 2,420.70**					**$ 1,186.50**

Total Travel Costs: $ 3,607.20

Baker

Michael Baker Jr., Inc.

Contract No.: TBD

Project Name: Rio De Flag Flood Control Project Conceptual Design Report

BAKER REPRODUCTION & MISCELLANEOUS COSTS														
	Copies 8.5x11 (Color)				Copies 11x17				Shipping/Express Mail			Poster Boards		
Task	Document Pages	Copies	Unit Rate	Task Total	Document Pages	Copies	Unit Rate	Task Total	Number	Unit Rate	Task Total	Number	Unit Rate	Task Total
Task A Client Coordination				$ -				$ -			$ -			$ -
A.1 Kick-Off Meeting				$ -				$ -			$ -			$ -
A.2 LIDAR Turn-over				$ -				$ -			$ -			$ -
A.3 Monthly Meetings				$ -				$ -			$ -			$ -
A.4 Council Meeting				$ -				$ -			$ -	5	$ 20.00	$ 100.00
Task B New Effective Model				$ -				$ -			$ -			$ -
B.1 Structures & Cross Section Survey				$ -				$ -			$ -			$ -
B.2 Hydraulic Modeling				$ -				$ -			$ -			$ -
Task C Review Existing Corps Plans & Models				$ -				$ -			$ -			$ -
C.1 Hydraulic Models				$ -				$ -			$ -			$ -
C.2 90% Plans & Reports				$ -	100	4	$ 0.07	$ 28.00			$ -			$ -
Task D Alternatives Analysis				$ -				$ -			$ -			$ -
D.1 Hydraulic Modeling				$ -				$ -			$ -			$ -
D.2 Utilities Analysis				$ -				$ -			$ -			$ -
D.3 Surface Analysis				$ -				$ -			$ -			$ -
D.4 Structures Analysis				$ -				$ -			$ -			$ -
D.5 Constructability & Sequencing Analysis				$ -				$ -			$ -			$ -
D.6 Cost Analysis				$ -				$ -			$ -			$ -
D.7 Value Engineering & Charette				$ -				$ -			$ -	5	$ 20.00	$ 100.00
Task E Design Concept Report				$ -				$ -			$ -			$ -
E.1 Finalize Hydraulic Model				$ -				$ -			$ -			$ -
E.2 Finalize Utility & Surface Recommendations				$ -				$ -			$ -			$ -
E.3 Finalize Structure Recommendations				$ -				$ -			$ -			$ -
E.4 Finalize Cost Estimates				$ -				$ -			$ -			$ -
E.5 Draft DCR	50	8	$ 0.50	$ 200.00	10	50	$ 0.07	$ 35.00	1	$ 20.00	$ 20.00			$ -
E.6 Final DCR	50	8	$ 0.50	$ 200.00	10	50	$ 0.07	$ 35.00	1	$ 20.00	$ 20.00			$ -
Totals				$ 400.00				$ 98.00			$ 40.00			$ 200.00

Total Reproduction: $ 498.00

Total Shipping: $ 40.00

Total Miscellaneous $ 200.00

Baker

Michael Baker Jr., Inc.

Contract No.: **04-03014**

Project Name: **Rio De Flag Flood Control Project Conceptual Design Report**

BAKER SUBCONSULTANT SUMMARY			
Task	**SWI**	**HUNTER**	**Total**
Task A Client Coordination			$ -
A.1 Kick-Off Meeting	$ 2,134.77	$ 1,733.84	$ 3,868.61
A.2 LIDAR Turn-over	$ 3,398.00		$ 3,398.00
A.3 Monthly Meetings	$ 1,270.40		$ 1,270.40
A.4 Council Meeting	$ 1,143.67	$ 1,040.08	$ 2,183.75
Task B New Effective Model			$ -
B.1 Structures & Cross Section Survey	$ 8,827.90		$ 8,827.90
B.2 Hydraulic Modeling			$ -
Task C Review Existing Corps Plans & Models			$ -
C.1 Hydraulic Models			$ -
C.2 90% Plans & Reports	$ 1,417.66	$ 7,085.92	$ 8,503.58
Task D Alternatives Analysis			$ -
D.1 Hydraulic Modeling			$ -
D.2 Utilities Analysis	$ 27,752.73		$ 27,752.73
D.3 Surface Analysis	$ 5,453.27		$ 5,453.27
D.4 Structures Analysis		$ 7,684.40	$ 7,684.40
D.5 Constructability & Sequencing Analysis		$ 4,067.52	$ 4,067.52
D.6 Cost Analysis		$ 10,349.60	$ 10,349.60
D.7 Value Engineering & Charette	$ 1,693.87	$ 2,427.60	$ 4,121.47
Task E Design Concept Report			$ -
E.1 Finalize Hydraulic Model			$ -
E.2 Finalize Utility & Surface Recommendations	$ 23,126.86		$ 23,126.86
E.3 Finalize Structure Recommendations		$ 2,019.40	$ 2,019.40
E.4 Finalize Cost Estimates		$ 2,549.84	$ 2,549.84
E.5 Draft DCR	$ 2,835.31	$ 520.04	$ 3,355.35
E.6 Final DCR	$ 1,417.66	$ 520.04	$ 1,937.70
Totals	**$ 80,472.08**	**$ 39,998.28**	**$ 120,470.36**

MICHAEL BAKER JR., INC.

Sub-Consultant

Shepard Wesnitzer, Inc.

Contract No.: TBD

Project Name: Rio De Flag Flood Control Project Conceptual Design Report

Date: November 15, 2013

Shephard Wesnitzer, Inc.

COST PROPOSAL SUMMARY

LABOR

Classification	Hours	Average Hourly Rates	Direct Labor Costs
Project Manager	87	$ 58.00	$ 5,046.00
Project Engineer	68	$ 42.25	$ 2,873.00
Design Engineer	504	$ 28.33	$ 14,278.32
CAD Drafter	36	$ 24.00	$ 864.00
Project Surveyor	96	$ 29.00	$ 2,784.00
Robotic Total Station Survey Crew	-	$ 8.33	$ -
Clerical	9	$ 21.00	$ 189.00
Total Hours	800		

Total Direct Labor		$	26,034.32
Overhead	181.00%	$	47,122.12
Total Labor with Overhead		**$**	**73,156.44**

OTHER DIRECT COSTS

Travel		$	-
Reproduction		$	-
Shipping		$	-
Miscellaneous		$	-
Total Other Direct Costs		**$**	**-**

Total Cost to Consultant		$	73,156.44
PROFIT (Direct Labor)	10.00%	$	7,315.64
TOTAL COST		**$**	**80,472.08**

NAME Guillermo E. Cortes

TITLE Vice President

11/15/2013

Date

SHEPARD WESNITZER, INC.

Contract No.: TBD
Project Name: Rio De Flag Flood Control Project Conceptual Design Report

SWI TASK SUMMARY

Task	Labor (Burdened)	ODC	Sub-Task Total	Task Total
NON-DESIGN				
Task A Client Coordination				**$ 7,946.84**
A.1 Kick-Off Meeting	$ 2,134.77	$ -	$ 2,134.77	
A.2 LIDAR Turn-over	$ 3,398.00	$ -	$ 3,398.00	
A.3 Monthly Meetings	$ 1,270.40	$ -	$ 1,270.40	
A.4 Council Meeting	$ 1,143.67	$ -	$ 1,143.67	
Task B New Effective Model				**$ 8,827.90**
B.1 Structures & Cross Section Survey	$ 8,827.90	$ -	$ 8,827.90	
B.2 Hydraulic Modeling	$ -	$ -	$ -	
Task C Review Existing Corps Plans & Models				**$ 1,417.66**
C.1 Hydraulic Models	$ -	$ -	$ -	
C.2 90% Plans & Reports	$ 1,417.66	$ -	$ 1,417.66	
Task D Alternatives Analysis				**$ 32,097.69**
D.1 Hydraulic Modeling	$ -	$ -	$ -	
D.2 Utilities Analysis	$ 24,950.55	$ -	$ 24,950.55	
D.3 Surface Analysis	$ 5,453.27	$ -	$ 5,453.27	
D.4 Structures Analysis	$ -	$ -	$ -	
D.5 Constructability & Sequencing Analysis	$ -	$ -	$ -	
D.6 Cost Analysis	$ -	$ -	$ -	
D.7 Value Engineering & Charette	$ 1,693.87	$ -	$ 1,693.87	
Task E Design Concept Report				**$ 30,182.01**
E.1 Finalize Hydraulic Model	$ -	$ -	$ -	
E.2 Finalize Utility & Surface Recommendations	$ 25,929.04	$ -	$ 25,929.04	
E.3 Finalize Structure Recommendations	$ -	$ -	$ -	
E.4 Finalize Cost Estimates	$ -	$ -	$ -	
E.5 Draft DCR	$ 2,835.31	$ -	$ 2,835.31	
E.6 Final DCR	$ 1,417.66	$ -	$ 1,417.66	
Totals	**$ 80,472.08**	**$ -**		**$ 80,472.08**

SHEPARD WESNITZER, INC.

Contract No.: TBD

Project Name: Rio De Flag Flood Control Project Conceptual Design Report

SWI LABOR SUMMARY

Descriptions	Project Manager	Project Engineer	Design Engineer	CAD Drafter	Project Surveyor	Robotic Total Station Survey Crew	Clerical	Total Hours	Base Labor $
	$ 58.00	$ 42.25	$ 28.33	$ 24.00	$ 29.00	$ 8.33	$ 21.00		
NON-DESIGN									
Task A Client Coordination									
A.1 Kick-Off Meeting	8		8					**16**	**$ 690.64**
A.2 LIDAR Turn-over	1		4		32			**37**	**$ 1,099.32**
A.3 Monthly Meetings	6						3	**9**	**$ 411.00**
A.4 Council Meeting	4			4			2	**10**	**$ 370.00**
Task B New Effective Model									
B.1 Structures & Cross Section Survey	4			32	64			**100**	**$ 2,856.00**
B.2 Hydraulic Modeling								**0**	**$ -**
Task C Review Existing Corps Plans & Models									
C.1 Hydraulic Models								**0**	**$ -**
C.2 90% Plans & Reports	4		8					**12**	**$ 458.64**
Task D Alternatives Analysis									
D.1 Hydraulic Modeling								**0**	**$ -**
D.2 Utilities Analysis	24	24	200					**248**	**$ 8,072.00**
D.3 Surface Analysis	8	12	28					**48**	**$ 1,764.24**
D.4 Structures Analysis								**0**	**$ -**
D.5 Constructability & Sequencing Analysis								**0**	**$ -**
D.6 Cost Analysis								**0**	**$ -**
D.7 Value Engineering & Charette	8						4	**12**	**$ 548.00**
Task E Design Concept Report									
E.1 Finalize Hydraulic Model								**0**	**$ -**
E.2 Finalize Utility & Surface Recommendations	8	32	232					**272**	**$ 8,388.56**
E.3 Finalize Structure Recommendations								**0**	**$ -**
E.4 Finalize Cost Estimates								**0**	**$ -**
E.5 Draft DCR	8		16					**24**	**$ 917.28**
E.6 Final DCR	4		8					**12**	**$ 458.64**
Total Hours	**87**	**68**	**504**	**36**	**96**	**-**	**9**	**800**	
Totals $	**$ 5,046.00**	**$ 2,873.00**	**$ 14,278.32**	**$ 864.00**	**$ 2,784.00**	**$ -**	**$ 189.00**		**$ 26,034.32**

MICHAEL BAKER JR., INC.

Sub-Consultant

Hunter Contracting Co.

Hunter CONTRACTING CO.

Preconstruction / Design Phase Services
Fee Proposal Summary

RIO DE FLAG FLOOD CONTROL DESIGN CONCEPT PROJECT

11/11/2013

Classification		Labor Hours	Hourly Rate	Cost
Hunter Contracting Co.				
Preconstruction Services Manager		92	$130.01	$11,961.00
Sr. Project Manager		32	$86.72	$2,775.00
Project Engineer		0	$69.45	$0.00
Structural Engineer		62	$93.71	$5,810.00
Structures Estimator		0	$97.50	$0.00
Director of Estimating		20	$117.14	$2,342.80
Senior Estimator		136	$86.72	$11,793.90
AGTEK / Auto-CAD Technician		64	$80.85	$5,174.40
Clerical		4	$35.30	$141.20
Direct Labor Total	Total Hours	410		$39,998.30
Allowances (see detail attached)				
Additional Services				

Total Scope Amount **$39,998.30**

Chuck English
Vice President
Hunter Contracting Co.

CE 11/14/13

HUNTER CONTRACTING CO.

Contract No.: TBD

Project Name: Rio De Flag Flood Control Project Conceptual Design Report

COMPANY NAME LABOR SUMMARY

Descriptions	Program Manager	Project Manager Sr	Project Manager	Engineer Sr	Structural Engineer Sr	Geotechnical Engineer Sr	Civil Engineer	Structural Engineer	Geotechnical Engineer	Architect Jr	Engineer Jr	Designer	Professional Surveyor	Party Chief	Survey Tech / Instrument Person	Construction Admin	Construction Associate	Director of Estimating	Cost Estimator	Project Assistant / Administrator	Total Hours	Base Labor $
	$ 130.01	$ 86.72	$ 69.45	$ -	$ -	$ -	$ -	$ 93.71	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 35.30	$ 80.85	$ 117.14	$ 86.72	$ -		
NON-DESIGN																						
Task A Client Coordination																						
A.1 Kick-Off Meeting	**8**	**8**																			**16**	**$ 1,733.84**
A.2 LIDAR Turn-over																					**0**	**$ -**
A.3 Monthly Meetings																					**0**	**$ -**
A.4 Council Meeting	**8**																				**8**	**$ 1,040.08**
Task B New Effective Model																						
B.1 Data collection and review																					**0**	**$ -**
B.2 Hydraulic modeling																					**0**	**$ -**
B.3 Floodplain delineation																					**0**	**$ -**
B.4 Structures & Cross Section Survey																					**0**	**$ -**
Task C Review Existing Corps Plans & Models																						
C.1 Hydraulic Models																					**0**	**$ -**
C.2 90% Plans & Reports	**16**	**8**															16	8	24		**72**	**$ 7,085.92**
Task D Alternatives Analysis																						
D.1 Hydraulic Modeling																					**0**	**$ -**
D.2 Utilities Analysis																					**0**	**$ -**
D.3 Surface Analysis																					**0**	**$ -**
D.4 Structures Analysis	**16**							46									16				**78**	**$ 7,684.42**
D.5 Constructability & Sequencing Analysis	**16**	**8**															16				**40**	**$ 4,067.52**
D.6 Cost Analysis	**8**															4	16	8	80		**116**	**$ 10,349.60**
D.7 Value Engineering & Charette	**8**	**8**																	8		**24**	**$ 2,427.60**
Task E Design Concept Report																						
E.1 Finalize Hydraulic Model																					**0**	**$ -**
E.2 Finalize Utility & Surface Recommendations																					**0**	**$ -**
E.3 Finalize Structure Recommendations	**4**							16													**20**	**$ 2,019.40**
E.4 Finalize Cost Estimates																		4	24		**28**	**$ 2,549.84**
E.5 Draft DCR	**4**																				**4**	**$ 520.04**
E.6 Final DCR	**4**																				**4**	**$ 520.04**
Total Hours	**92**	**32**	**-**	**-**	**-**	**-**	**-**	**62**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**4**	**64**	**20**	**136**	**-**	**410**	
Totals $	**11,961**	**2,775**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 5,810.02**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 141.20**	**$ 5,174.40**	**$ 2,342.80**	**$ 11,793.92**	**$ -**		**$ 39,998.30**

EXHIBIT B
HOURLY RATE SCHEDULE

Name:	Title:	Direct Rate ($/Hr)	Total Rate($/HR)
Chuck English	Preconstruction Services Manager	$60.00	$130.01
Terry Snyder	Project Manager	$45.00	$86.72
Kevin Roach	Project Engineer	$30.00	$69.45
Allen Sacra	Structural Engineer	$50.00	$93.71
Steve Ostwinkle	Structures Estimator	$45.00	$97.50
Bob Carlson	Director of Estimating	$55.00	$117.14
Chris Page	Senior Estimator	$45.00	$86.72
John Gressley	Agtek / Auto CAD Take-off technician	$35.00	$80.85
Jackie Johnson	Clerical	$18.00	$35.30

CE 11/14/13

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Ryan Roberts, Utilities Engineering Manager

Date: 11/25/2013

Meeting Date: 12/03/2013

TITLE:

Consideration and Approval of Contract: Wildcat Hill WWTP Temporary Digested Solids Dewatering System Project

RECOMMENDED ACTION:

1) Authorize award and execution of a contract with Felix Construction for the installation of the Temporary Digested Solids Dewatering Project at the Wildcat Hill Wastewater Treatment Plant for a total contract amount not to exceed $1,023,501.
2) Authorize the City Manager to execute the necessary documents.

Policy Decision or Reason for Action:

Award of the contract will authorize the construction of the Temporary Digested Solids Dewatering System project at the Wildcat Hill Wastewater Treatment Plant in accordance with the approved Public Improvement Plans prepared by Carollo Engineers. This is a regulatory project required to comply with the Consent Order issued by the Arizona Department of Environmental Quality signed May 2013.

Financial Impact:

Funding is available in the Fiscal Year 2013-2014 Utilities Division Capital Budget.
This project is budgeted in Account # 201-5709-772-4306 (FY2014) in the amount of $1,200,000 dollars. To date $150,076 has been spent on engineering fees, leaving $1,049,923 remaining in the project fund balance for the completion of this project without change orders.

Connection to Council Goal:

1. Repair Replace maintain infrastructure (streets & utilities)

Has There Been Previous Council Decision on This:

Staff approached City Council on February 26, 2013 who approved $1.2M in upgrades to Wildcat Hill WWTP solids handling operation. The City hired Carollo Engineers who completed the design in July 2013 on a temporary solution to better handle the solids at Wildcat Hill WWTP. This new design was recently approved by ADEQ in October 2013.

Options and Alternatives:

- Approve the award as recommended
- Reject bids and re-advertise the project

Background/History:

Significant concerns with the existing solids dewatering system at the Wildcat Hill Wastewater Treatment Plant (WWTP) have caused the city to implement a temporary solids (digested sludge) dewatering project. Currently, the two Solids Settling basins (SSBs) at the Wildcat Hill facility are completely full of solids. This results in an overflow condition where the supernatant being returned to the plant process contains high levels of solids, nitrogen and ammonia. The supernatant being returned to the WWTP is thought to be causing issues with the treatment process. This new project is generally described as temporarily installing a supplemental geotextile fabric tube (Geotube®) dewatering system that will work in conjunction with the existing solids settling basins (SSBs) and Dedicated Land Disposal (DLD) site, to maintain compliance with the plant's existing permits.

The Wildcat Hill WWTP was originally designed by Brown & Caldwell in 1979 to handle 1083 tons per year of digested solids. Since that time the plant has continually added solids from other sources such as Rio De Flag WRF, other Coconino County subdivisions, and septic haulers while never increasing the solids handling capacity of the plant. Currently the plant is handling 1480 tons per year of solids loading which is 400 tons per year above the original design of 1083 tons per year. This is a 37% increase in solids handling due to growth in our community and the surrounding area. The upgrade to Wildcat Hill WWTP completed in 2010 did not include an upgrade to its solids handling and treatment process.

The Wildcat Hill WWTP has no mechanical dewatering of digested sludge. Sludge is pumped from the anaerobic digesters to the solids settling basins that are located southeast of the WWTP for storage. At appropriate times (seasonal, or when ponds are full) the solids from SSBs are disposed of using on-site land application in an approximately 40-acre DLD area. The sludge is disked, or knifed, into the earth on the DLD when frost or saturation conditions allow. When the DLD is shut down due to seasonality/weather, the digested solids are stored in the solids settling basins until the warmer dry weather returns.

The existing two SSBs have been experiencing operational issues since 2009. The SSBs are not functioning to drop the solids out of the dewatering system. Some of the digested sludge solids and high nitrogen loads are being returned to the WWTP in the supernatant. The supernatant flow comes back into the WWTP downstream of the primary clarifiers. The digested sludge solids that are returned to the WWTP do not settle out, they float, so they are not removed in the secondary clarifiers, causing bulking and solids overflow to the tertiary filters, which causes additional problems with filtration and disinfection. The solids and nitrogen loads that are being returned are thought to be causing issues with the Integrated Fixed-Film Activated sludge (IFAS) process. Some of the issues the City would like to address with the temporary dewatering system are: dewater the solids; reduce the amount of solids returning to the plant; reduce the amount of ammonia being returned to the plant; process the solids on-site versus hauling costs and disposal fee to take to a landfill; and install a temporary system that will function during cold weather months.

The current project will develop a temporary solids dewatering system solution to allow the city to return dewatering supernatant to the WWTP with a lower solids content and ammonia load than the current system does. It is estimated that the temporary dewatering system will be in place at for approximately 2-3 years.

The design of the temporary solids dewatering system includes the following:

- Installation of a temporary digested sludge solids dewatering and polymer injection system to dewater an average daily sludge flow of approximately 70,000 gallons per day at 1.5 – 2.5 percent solids.
- Constructing a paved lay down area for the placement of the geotextile fabric dewatering bags (Geotubes®). The lay down area will generally consist of grading a pad, installing a geogrid or geotechnical fabric, placing and compacting an aggregate subbase, and installation of an asphalt cement running surface for trucks or earthmoving machinery. The dewatering concept will utilize a

new header piping system with detachable hose to fill the Geotubes® with digested sludge. The supernatant (or filtrate) from the Geotubes® will be returned to the WWTP utilizing the existing 12-inch Supernatant line. The filtrate will return to the plant in its current location.

- The plant will inject polymer into the digested sludge line prior to filling the Geotube® bags.
- The Geotube® bags will be designed to allow for filling from more than one location.
- The plant will have the option of either disposing of the dewatered solids at the existing DLD, or having them taken to a landfill for disposal.

Staff issued an Invitation for Bid for construction services on September 18, 2013. The solicitation ran for three consecutive weeks with two advertisements in the Az Daily Sun. Staff received eight responses, Felix Construction Company was the lowest responsive bid.

Key Considerations:

This project is required in order to maintain our existing permit and regulatory compliance with the Arizona Department of Environmental Quality(state) and the EPA (federal).

This temporary solids dewatering system project was approved and permitted by ADEQ in October 2013.

Expanded Financial Considerations:

This is a temporary solution estimated to be in place 2-3 years until a permanent Solids Handling process can be designed and implemented at the Wildcat Hill Wastewater Treatment Plant.

Community Benefits and Considerations:

Using geotextile fabric dewatering bags to dewatering sludge is a very cost-effective temporary method versus mechanical dewatering of digested sludge which requires high energy demand. This process uses gravity rather than electrical energy to dewater the sludge.

Community Involvement:

Inform

Attachments: Bid Results - Wildcat Temp Solids Dewatering Project 10-14-2013
Construction Contract

City of Flagstaff

Bid Tabulation Sheet

Date: 10/14/2013 Bid/Project No: 2014-26

Bid/Project name: Wildcat Hill WWTP Temporary Digested Solids Dewatering System Project

#	Vendor	Bid Amount
1	Felix Construction	$1,023,501
2	KEAR Civil Corp	$1,169,000
3	Fann Environmental	$1,205,400
4	PCL Construction	$1,214,000
5	Hunter Contracting	$1,231,100
6	Sky Engineering	$1,292,002
7	Skanska	$1,422,500
8	Woodruff Construction	$1,527,000

CONSTRUCTION CONTRACT

City of Flagstaff, Arizona
And
Felix Construction Company

This Construction Contract ("Contract") is made and entered into this _____ day of _____ 2013, by and between the City of Flagstaff, an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona ("Owner") and Felix Construction Company, an Arizona Corporation ("Contractor") with offices at 1326 West Industrial Avenue, Coolidge, Arizona. Contractor and the Owner may be referred to each individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner desires to obtain construction services; and

B. Contractor has available and offers to provide personnel and materials necessary to accomplish the work and complete the Project as described in the Scope of Work within the required time in accordance with the calendar days included in this Contract.

NOW, THEREFORE, the Owner and Contractor agree as follows:

1. Scope of Work. The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities required to perform all work for the construction of **Wildcat Hill Wastewater Treatment Plant Temporary Digested Solids Dewatering System** (the "Project"). Contractor shall construct the Project for the Owner in a good, workmanlike and substantial manner and to the satisfaction of the Owner through its engineers and under the direction and supervision of the City Engineer, or his properly authorized agents including but not limited to project managers and project engineers. Contractor's work shall be strictly pursuant to and in conformity with the Contract.

1.1 A Pre-Construction Conference will be held with the successful Contractor after the Notice of Award is issued. The date and time of the Conference will be agreed upon between the Contractor and the Engineer. The meeting will be held at City Hall, 211 West Aspen Avenue, Flagstaff, AZ 86001. The purpose of the meeting is to outline specific construction items and procedures that the City of Flagstaff (the "Owner") feels require special attention on the part of the Contractor. The Contractor may also present any variations in procedures to improve the workability of the Project, reduce the cost, or reduce inconvenience to the public. The Contractor shall submit a written proposal at this conference outlining intended plans for pavement replacement, maintaining continuous access to residences and businesses along the construction site, and traffic control.

2. Contract; Ownership of Work. Contractor shall furnish and deliver all of the materials and perform all of the work in accordance with this Contract; Construction Plans; Special Provisions; the City of Flagstaff Engineering Design and Construction Standards and

Specifications; the latest version of the Maricopa Association of Governments ("MAG") Specifications for Public Works Construction and City revisions to the MAG Specifications for Public Works Construction ("Exhibit A"); and any Arizona Department of Transportation (A.D.O.T.) Standards that may be referenced on the Plans or in the specifications, incorporated in this Contract by reference, plans and associated documents. All provisions of the Invitation for Construction Bids, Performance Bond, Payment Bond, Certificates of Insurance, Addenda, Change Orders and Field Orders, if any, are hereby incorporated into this Contract. All materials, work, specifications and plans shall be the property of the Owner.

The following exhibits are incorporated by reference and are expressly made a part of this Contract:

2.1.1 Revisions of MAG Standard Specifications for Public Works Construction ("Flagstaff Addendum to MAG") Exhibit A

2.1.2 Special Provisions Exhibit B

3. Payments. In consideration of the faithful performance of the work described in this Contract, the Owner shall pay an amount not to exceed **$1,023,501.00** to the Contractor for work and materials provided in accordance with the bid schedule, which amount includes all federal, state, and local taxes, as applicable. This amount shall be payable through monthly progress payments, subject to the following conditions:

3.1 Contractor shall promptly submit to the Owner all proper invoices necessary for the determination of the prices of labor and materials;

3.2 Progress payments shall be made in the amount of ninety percent (90%) of the value of labor and materials incorporated in the work, based on the sum of the Contract prices of labor and material, and of materials stored at the worksite, on the basis of substantiating paid invoices, as estimated by the Owner, less the aggregate of all previous payments, until the work performed under this Contract is fifty percent (50%) complete. When and after such work is fifty (50%) complete, the ten percent (10%) of value previously retained may be reduced to five percent (5%) of value completed if Contractor is making satisfactory progress as determined by the Owner, and providing that there is no specific cause or claim requiring a greater amount to be retained. If at any time the Owner determines that satisfactory progress is not being made, the ten percent (10%) retention shall be reinstated for all subsequent progress payments made under this Contract;

3.3 The City Engineer shall have the right to finally determine the amount due to Contractor;

3.4 Monthly progress payments shall be made by the Owner, on or before fourteen (14) calendar days after the receipt by the Owner of an approved estimate of the work completed;

3.5 Contractor agrees that title to materials incorporated in the work, and stored at the site, shall vest with the Owner upon receipt of the corresponding progress payment;

3.6 The remainder of the Contract price, after deducting all such monthly payments and any retention, shall be paid within sixty (60) days after final acceptance of completed work by the Owner. The release of retention or alternate surety shall be made following the Owner's receipt and acceptance of: Contractor's Affidavit Regarding Settlement of Claims, Affidavit of Payment, Consent of Surety for Final Payment, and Unconditional Full and Final lien waivers from all subcontractors and suppliers who have filed an Arizona Preliminary 20 Day Lien Notice in accordance with A.R.S. §§ 33-992.01 and 33-992.02.

4. Time of Completion. Contractor agrees to complete all work as described in this Contract within **180 calendar days** from the date of the Owner's Notice to Proceed free of all liens, claims and demands of any kind for materials, equipment, supplies, services, labor, taxes and damages to property or persons, in the manner and under the conditions specified within the time or times specified in this Contract.

5. Performance of Work. All work covered by this Contract shall be done in accordance with the latest and best accepted practices of the trades involved. The Contractor shall use only skilled craftsmen experienced in their respective trades to prepare the materials and to perform the work.

6. Acceptance of Work; Non Waiver. No failure of the Owner during the progress of the work to discover or reject materials or work not in accordance with this Contract shall be deemed an acceptance of, or a waiver of, defects in work or materials. No payment shall be construed to be an acceptance of work or materials which are not strictly in accordance with the Contract.

7. Delay of Work. Any delay in the performance of this Contract due to strikes, lockouts, fires, or other unavoidable casualties beyond the control of the Contractor and not caused by any wrongful act or negligence of the Contractor shall entitle the Contractor to an extension of time equal to the delay so caused. The Contractor shall notify the Owner in writing specifying such cause within twenty-four (24) hours after its occurrence. In the event such delay is caused by strikes, lockouts, or inability to obtain workmen for any other cause, the Owner shall have the right but shall not be obligated to complete the work on the same basis as is provided for in Section 13 below (Contract Violations).

8. Failure to Complete Project in Timely Manner. If Contractor fails or refuses to execute this Contract within the time specified in Section 3 above, or such additional time as may be allowed, the proceeds of Contractor's proposal guaranty shall become subject to deposit into the Treasury of the municipality as monies available to compensate the Owner for damages as provided by A.R.S. § 34-201 for the delay in execution of this Contract, and bonds and the performance of work under this Contract, and the necessity of accepting a higher or less desirable bid from such failure or refusal to execute this Contract and bond as required. If Contractor has submitted a certified check or cashier's check as a proposal guaranty, the check shall be returned after execution of this Contract. The certified check or cashier's check of other Bidders shall be returned at the expiration of thirty (30) days from the date of opening of proposals or sooner, if this Contract is executed prior to that time.

9. Labor Demonstration. It is understood that the work covered by this Contract is for the Owner's business purposes and that any unfavorable publicity or demonstrations in connection with the work will have a negative effect upon the Owner. If Contractor's actions in performance of the Contract result in any public demonstration on behalf of the laborers or organized labor in the vicinity of the Owner's premises, whether such demonstration is in the form of picketing, posting of placards or signs, violence, threats of violence or in any other form, which in the Owner's judgment, might convey to the public the impression that the Owner or the Contractor or any subcontractor is unfair to laborers or to organized labor, the Owner shall have the right to terminate this Contract immediately, unless the Contractor shall have caused such demonstration to be discontinued within two (2) days after request of the Owner to do so. In the event any such demonstration is attended by violence, the Owner may fix lesser time within which a discontinuance shall be accomplished. In the event of Contract termination, the Contractor agrees to remove from the Premises within twenty-four (24) hours of termination, all machinery, tools, and equipment belonging to it or to its subcontractors. All obligations or liabilities of the Owner to the Contractor shall be discharged by such termination, except the obligation to pay to the Contractor a portion of the Contract price representing the value based upon the Contract prices of labor and materials incorporated in the work as established by the Owner, less the aggregate of all previous payments, but subject to all of the conditions pertaining to payments generally.

10. Material Storage. During the progress of the work, the Contractor shall arrange for office facilities and for the orderly storage of materials and equipment. Contractor shall erect any temporary structures required for the work at his or her own expense. The Contractor shall at all times keep the premises reasonably free from debris and in a condition which will not increase fire hazards. Upon completion of the work, the Contractor shall remove all temporary buildings and facilities and all equipment, surplus materials and supplies belonging to the Contractor. Contractor shall leave the Premises in good order, clean, and ready to use by the Owner. The establishment of any temporary construction yard, material storage area or staging area to be located within City of Flagstaff limits and outside the public right-of-way or Project limits generally requires a Temporary Use Permit. (See Exhibit A, Section 107.2.1.)

11. Assignment. Contractor shall not assign this Contract, in whole or in part, without the prior written consent of the Owner.

12. Notices. All notices or demands required to be given, pursuant to the terms of this Contract, shall be given to the other Party in writing, delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested or deposited with any commercial air courier or express service at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph.

If to Owner:	**If to Contractor:**
Patrick Brown, C.P.M. Senior Procurement Specialist	Joel Felix Director

211 West Aspen Avenue
Flagstaff, AZ 86001

1326 West Industrial Avenue
Coolidge, AZ 85128

13. Contract Violations. In the event of any of the provisions of this Contract are violated by the Contractor or by any of Contractor's subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate such Contract (the "Notice to Terminate"). The Contract shall terminate within five (5) days of the date Contractor receives the Notice to Terminate, unless the violation ceases and Contractor makes arrangements for correction satisfactory to the Owner. In the event of any such termination, the Owner shall immediately serve notice of the termination upon the Surety by registered mail, return receipt requested. The Surety shall have the right to take over and perform the Contract. If the Surety does not commence performance within ten (10) days from the date of receipt of the Owner's notice of termination, the Owner may complete the work at the expense of the Contractor, and the Contractor and his or her Surety shall be liable to the Owner for any excess cost incurred by the Owner to complete the work. If the Owner completes the work, the Owner may take possession of and utilize such materials, appliances and plants as may be on the worksite site and necessary for completion of the work.

14. Contractor's Liability and Indemnification. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the Owner, its agents, representatives, officers, directors, officials and employees shall arise in connection with the claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable. The amount and type of insurance coverage requirements set forth in the Contract (Section 103.6 of Exhibit A) will in no way be construed as limiting the scope of the indemnity in this paragraph.

15. Non Appropriation. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the Owner to meet the Owner's obligations under this Contract, the Owner will notify Contractor in writing of such occurrence, and this Contract will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Contract are exhausted. No payments shall be made or due to the other party under this Contract beyond these amounts appropriated and budgeted by the Owner to fund the Owner's obligations under this Contract.

16. Amendment of Contract. This Agreement may not be modified or altered except in writing and signed by duly authorized representatives of the parties.

17. Subcontracts. Contractor shall not enter into any subcontract, or issue any purchase order for the completed work, or any substantial part of the work, unless in each instance, prior written approval shall have been given by the Owner. Contractor shall be fully responsible to the Owner for acts and omissions of Contractor's subcontractors and all persons either directly or indirectly employed by them.

18. Cancellation for Conflict of Interest. This Contract is subject to the cancellation provisions of A.R.S. § 38-511.

19. Compliance with All Laws. Contractor shall comply with all applicable laws, statutes, ordinances, regulations and governmental requirements in the performance of this Contract.

20. Employment of Aliens. Contractor shall comply with A.R.S. § 34-301, which provides that a person who is not a citizen or ward of the United States shall not be employed upon or in connection with any state, county or municipal public works project.

21. Compliance with Federal Immigration Laws and Regulations. Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. 23-214.A. Contractor acknowledges that pursuant to A.R.S. 41-4401 a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this contract, and that the City retains the legal right to inspect the papers of any employee who works on the contract to ensure compliance with this warranty.

22. Business Operations in Sudan/Iran. In accordance with A.R.S. § 35-397, the Contractor certifies that the Contractor and its affiliates and subsidiaries do not have scrutinized business operations in Sudan or Iran. If the City determines that the Provider's certification is false, the City may impose all legal and equitable remedies available to it, including but not limited to termination of this Agreement.

23. Contractor's Warranty. Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A, Verification of Employment Eligibility. Contractor shall not employ aliens in accordance with A.R.S. § 34-301, Employment of Aliens on Public Works Prohibited. Contractor acknowledges that pursuant to A.R.S. § 41-4401, Government Procurement; E-Verify Requirement; Definitions, a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this Contract, and that the Owner retains the legal right to inspect the papers of any employee who works on the Contract to ensure compliance with this warranty.

24. Jurisdiction and Venue. This Agreement shall be administered and interpreted under the laws of the State of Arizona. The Contractor hereby submits itself to the original jurisdiction of those courts located within Coconino County, Arizona.

25. Attorney's Fees. If suit or action is initiated in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover in addition to costs such sum as

the court may adjudge reasonable as attorney fees, or in event of appeal as allowed by the appellate court.

26. Time is of the Essence. Contractor acknowledges that the completion of the Contract by the dates specified final completion is critical to the Owner, time being of the essence of this Contract.

27. Headings. The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Contract.

28. Severability. If any part of this Contract is determined by a court to be in conflict with any statute or constitution or to be unlawful for any reason, the parties intend that the remaining provisions of this Contract shall remain in full force and effect unless the stricken provision leaves the remaining Contract unenforceable.

IN WITNESS WHEREOF, the Owner and Contractor, by their duly authorized representatives, have executed this Contract as of the date written above.

(Please sign in blue ink. Submit original signatures – photocopies not accepted)

Owner, City of Flagstaff

_____
Kevin Burke, City Manager

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

Felix Construction Company

_____
Signature

_____
Printed Name

CITY OF FLAGSTAFF, ARIZONA
PAYMENT BOND

PROJECT NAME: Wildcat Hill Wastewater Treatment Plant Temporary Digested Solids Dewatering System Project
PROJECT NUMBER: 570900 **BID NUMBER:** 2014-26

STATUTORY PAYMENT BOND PURSUANT TO TITLE 34
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (Hereinafter called the Principal), as Principal, and, _____ _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ ("Surety"), as Surety, are held and firmly bound unto the City of Flagstaff, Arizona ("Obligee"), in the amount of _____ _____Dollars ($_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated this _____ day of_____, 20___, to the City of Flagstaff which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

Now, therefore, the condition of this obligation is such, that if the principal promptly pays all monies due to all persons supplying labor or materials to the principal or the principal's subcontractors in the prosecution of the work provided for in the contract, this obligation is void. Otherwise it remains in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Title and Chapter, to the same extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____ 20___.

_____	_____
Principal (Seal)	Surety (Seal)
By: _____	By: _____
_____	_____
Agency of Record	Agency Address

CITY OF FLAGSTAFF, ARIZONA
PERFORMANCE BOND

PROJECT NAME: Wildcat Hill Wastewater Treatment Plant Temporary Digested Solids Dewatering System Project
PROJECT NUMBER: 570900 **BID NUMBER:** 2014-26

STATUTORY PERFORMANCE BOND PURSUANT TO TITLE 34
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

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WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated this ____day of _____ 200__ in the City of Flagstaff which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

Now, therefore, the condition of this obligation is such, that if the principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of contract during the original term of the contract and any extension of the contract, with or without notice to the surety, and during the life of any guaranty required under the contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title and Chapter, to the extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____20__.

_____	_____
Principal (Seal)	Surety (Seal)
By: _____	By: _____
_____	_____
Agency of Record	Agency Address

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Kyle Brown, Project Manager
Co-Submitter:	David McKee, Watershed Specialist
Date:	11/25/2013
Meeting Date:	12/03/2013

TITLE:

Consideration and Approval of Contract: Bundled Drainage Improvement Projects #1 and #2 construction contracts

RECOMMENDED ACTION:

1) Approve the construction contracts with Kinney Construction Services in the amount of $153,605.81 for Bundled Drainage Improvements Project #1 with 120 calendar days contract time; and $207,395.89 for Bundled Drainage Improvements Project #2 with 120 calendar days contract time
2) Approve change order authority in the amount of $15,360.58 (10% of contract amount) for Bundled Drainage Improvements #1; and $20,739.59 (10% of contract amount) for Bundled Drainage Improvements #2.
3) Authorize the City Manager to execute the necessary documents

Policy Decision or Reason for Action:

Bundled Drainage Improvements Projects #1 and #2 need to be implemented in order to resolve long-standing drainage issues driven from citizen complaints. These drainage problems are causing damage to properties and have required on-going response from City Staff every monsoon season. Action is needed to correct these drainage issues.

Financial Impact:

Funds for these projects have been allocated from the Drainage Improvement Program for FY' 14 which is funded through the Stormwater Utility Fee.

Connection to Council Goal:

1. Repair Replace maintain infrastructure (streets & utilities)

Has There Been Previous Council Decision on This:

No previous council decisions have been made on this.

Options and Alternatives:

Bundled Drainage Projects #1 has one project, 800 West University Heights, that has an alternative bid amount of $36,243.01. The base bid amount is $44,598.12. The base bid ensures the project is done in full, maximizing the amount of flows captured by two catch basins, rather than one in the alternative. However, the alternative would save funds.

If council does not approve Bundled Drainage Projects #1 and #2, the alternative would be to include these projects in the Drainage Improvement Program funds for FY'15 to meet on-going citizen drainage concerns.

Background/History:

The Bundled Drainage Improvement Projects #1 and #2 consist of implementing solutions to ten on-going neighborhood drainage problems throughout the City of Flagstaff. These problems were identified through long-standing citizen complaints regarding on-going drainage issues. There are two sets of five projects (ten total), to be managed by two project managers (Kyle Brown and David McKee). Bundled Drainage Project #1 includes the following locations: 110 East Oak Avenue, 420 North San Francisco Street, 3125 E. Mount Elden Drive, 800 W. University Drive South, and 2240 North Southern Hills. Bundled Drainage Project #2 includes the following locations: 2001 N. Foxhill, 522 E. Route 66, 407 E David Dr., 1628 Izabel, and 4101 E. Marymont Circle.

The Stormwater Department has received hundreds of drainage complaints from citizens regarding flooding for many years now.
In order to address these small infrastructure challenges, funds from the Drainage Improvement Program are being utilized to fix these site scale drainage problems and create new, more resilient drainage infrastructure for these citizens. Each site addressed in this project corresponds to a drainage complaint number received by City Stormwater Staff. These projects are small in scope, utilizing driveway, street, curb/gutter, stormdrain, and natural drainage features to improve flooding and erosion problems.

Bundling of projects were determined by the separate engineering firms designs, and by separate project managers assigned. Both bundled projects were solicited separately at the same time for two and a half weeks. The same five contractors bid separately on both projects with Kinney Construction Services coming in as lowest responsive and responsible bidder on both projects.

Expanded Financial Considerations:

Bid Results for Bundled Drainage Project #1

Kinney Construction $153,605.81
RTR Paving $174,838.00
Eagle Mountain $206,996.60
LP's Excavating $211,995.00
RK Sanders $301,148.00

Bid Results for Bundled Drainage Project #2

Kinney Construction $207,395.89
LP's Excavating $228,144.00
RTR Paving $238,055.00
Eagle Mountain $243,626.00
RK Sanders $270,588.00

Kinney Construction came in as the lowest responsive, responsible Bidder for both Bundled #1 and #2 projects.

Community Benefits and Considerations:

These drainage solutions will address long-standing community concerns regarding drainage and damage to property.

Community Involvement:

Inform
Consult
Involve
Collaborate
Empower

Attachments: Bundled Drainage 1 Contract
Bundled #1
Bundled Drainage 2 Contract
Bundled #2

CONSTRUCTION CONTRACT

City of Flagstaff, Arizona
And
Kinney Construction Services, Inc.

This Construction Contract ("Contract") is made and entered into this _____ day of _____ 2013, by and between the City of Flagstaff, an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona ("Owner") and Kinney Construction Services, Inc., an Arizona corporation with offices at 120 N. Beaver Street, Suite 100, Flagstaff, Arizona ("Contractor). Contractor and the Owner may be referred to each individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner desires to obtain construction services; and

B. Contractor has available and offers to provide personnel and materials necessary to accomplish the work and complete the Project as described in the Scope of Work within the required time in accordance with the calendar days included in this Contract.

NOW, THEREFORE, the Owner and Contractor agree as follows:

1. Scope of Work. The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities required to perform all work for the construction of **Bundled Drainage Improvements #1** (the "Project"). Contractor shall construct the Project for the Owner in a good, workmanlike and substantial manner and to the satisfaction of the Owner through its engineers and under the direction and supervision of the City Engineer, or his properly authorized agents including but not limited to project managers and project engineers. Contractor's work shall be strictly pursuant to and in conformity with the Contract.

1.1 A Pre-Construction Conference will be held with the successful Contractor after the Notice of Award is issued. The date and time of the Conference will be agreed upon between the Contractor and the Engineer. The meeting will be held at City Hall, 211 West Aspen Avenue, Flagstaff, AZ 86001. The purpose of the meeting is to outline specific construction items and procedures that the City of Flagstaff (the "Owner") feels require special attention on the part of the Contractor. The Contractor may also present any variations in procedures to improve the workability of the Project, reduce the cost, or reduce inconvenience to the public. The Contractor shall submit a written proposal at this conference outlining intended plans for pavement replacement, maintaining continuous access to residences and businesses along the construction site, and traffic control.

2. Contract; Ownership of Work. Contractor shall furnish and deliver all of the materials and perform all of the work in accordance with this Contract; Construction Plans; Special Provisions; the City of Flagstaff Engineering Design and Construction Standards and Specifications; the latest version of the Maricopa Association of Governments ("MAG")

Specifications for Public Works Construction and City revisions to the MAG Specifications for Public Works Construction ("Exhibit A"); and any Arizona Department of Transportation (A.D.O.T.) Standards that may be referenced on the Plans or in the specifications, incorporated in this Contract by reference, plans and associated documents. All provisions of the Invitation for Construction Bids, Performance Bond, Payment Bond, Certificates of Insurance, Addenda, Change Orders and Field Orders, if any, are hereby incorporated into this Contract. All materials, work, specifications and plans shall be the property of the Owner.

The following exhibits are incorporated by reference and are expressly made a part of this Contract:

2.1.1 Revisions of MAG Standard Specifications for Public Works Construction ("Flagstaff Addendum to MAG")	Exhibit A
2.1.2 Special Provisions	Exhibit B

3. Payments. In consideration of the faithful performance of the work described in this Contract, the Owner shall pay an amount not to exceed **$153,605.81** to the Contractor for work and materials provided in accordance with the bid schedule, which amount includes all federal, state, and local taxes, as applicable. This amount shall be payable through monthly progress payments, subject to the following conditions:

3.1 Contractor shall promptly submit to the Owner all proper invoices necessary for the determination of the prices of labor and materials;

3.2 Progress payments shall be made in the amount of ninety percent (90%) of the value of labor and materials incorporated in the work, based on the sum of the Contract prices of labor and material, and of materials stored at the worksite, on the basis of substantiating paid invoices, as estimated by the Owner, less the aggregate of all previous payments, until the work performed under this Contract is fifty percent (50%) complete. When and after such work is fifty (50%) complete, the ten percent (10%) of value previously retained may be reduced to five percent (5%) of value completed if Contractor is making satisfactory progress as determined by the Owner, and providing that there is no specific cause or claim requiring a greater amount to be retained. If at any time the Owner determines that satisfactory progress is not being made, the ten percent (10%) retention shall be reinstated for all subsequent progress payments made under this Contract;

3.3 The City Engineer shall have the right to finally determine the amount due to Contractor;

3.4 Monthly progress payments shall be made by the Owner, on or before fourteen (14) calendar days after the receipt by the Owner of an approved estimate of the work completed;

3.5 Contractor agrees that title to materials incorporated in the work, and stored at the site, shall vest with the Owner upon receipt of the corresponding progress payment;

3.6 The remainder of the Contract price, after deducting all such monthly payments and any retention, shall be paid within sixty (60) days after final acceptance of completed work by the Owner. The release of retention or alternate surety shall be made following the Owner's receipt and acceptance of: Contractor's Affidavit Regarding Settlement of Claims, Affidavit of Payment, Consent of Surety for Final Payment, and Unconditional Full and Final lien waivers from all subcontractors and suppliers who have filed an Arizona Preliminary 20 Day Lien Notice in accordance with A.R.S. §§ 33-992.01 and 33-992.02.

4. Time of Completion. Contractor agrees to complete all work as described in this Contract within **120 calendar days** from the date of the Owner's Notice to Proceed free of all liens, claims and demands of any kind for materials, equipment, supplies, services, labor, taxes and damages to property or persons, in the manner and under the conditions specified within the time or times specified in this Contract.

5. Performance of Work. All work covered by this Contract shall be done in accordance with the latest and best accepted practices of the trades involved. The Contractor shall use only skilled craftsmen experienced in their respective trades to prepare the materials and to perform the work.

6. Acceptance of Work; Non Waiver. No failure of the Owner during the progress of the work to discover or reject materials or work not in accordance with this Contract shall be deemed an acceptance of, or a waiver of, defects in work or materials. No payment shall be construed to be an acceptance of work or materials which are not strictly in accordance with the Contract.

7. Delay of Work. Any delay in the performance of this Contract due to strikes, lockouts, fires, or other unavoidable casualties beyond the control of the Contractor and not caused by any wrongful act or negligence of the Contractor shall entitle the Contractor to an extension of time equal to the delay so caused. The Contractor shall notify the Owner in writing specifying such cause within twenty-four (24) hours after its occurrence. In the event such delay is caused by strikes, lockouts, or inability to obtain workmen for any other cause, the Owner shall have the right but shall not be obligated to complete the work on the same basis as is provided for in Section 13 below (Contract Violations).

8. Failure to Complete Project in Timely Manner. If Contractor fails or refuses to execute this Contract within the time specified in Section 3 above, or such additional time as may be allowed, the proceeds of Contractor's proposal guaranty shall become subject to deposit into the Treasury of the municipality as monies available to compensate the Owner for damages as provided by A.R.S. § 34-201 for the delay in execution of this Contract, and bonds and the performance of work under this Contract, and the necessity of accepting a higher or less desirable bid from such failure or refusal to execute this Contract and bond as required. If Contractor has submitted a certified check or cashier's check as a proposal guaranty, the check shall be returned after execution of this Contract. The certified check or cashier's check of other Bidders shall be returned at the expiration of thirty (30) days from the date of opening of proposals or sooner, if this Contract is executed prior to that time.

9. Labor Demonstration. It is understood that the work covered by this Contract is for the Owner's business purposes and that any unfavorable publicity or demonstrations in connection with the work will have a negative effect upon the Owner. If Contractor's actions in performance of the Contract result in any public demonstration on behalf of the laborers or organized labor in the vicinity of the Owner's premises, whether such demonstration is in the form of picketing, posting of placards or signs, violence, threats of violence or in any other form, which in the Owner's judgment, might convey to the public the impression that the Owner or the Contractor or any subcontractor is unfair to laborers or to organized labor, the Owner shall have the right to terminate this Contract immediately, unless the Contractor shall have caused such demonstration to be discontinued within two (2) days after request of the Owner to do so. In the event any such demonstration is attended by violence, the Owner may fix lesser time within which a discontinuance shall be accomplished. In the event of Contract termination, the Contractor agrees to remove from the Premises within twenty-four (24) hours of termination, all machinery, tools, and equipment belonging to it or to its subcontractors. All obligations or liabilities of the Owner to the Contractor shall be discharged by such termination, except the obligation to pay to the Contractor a portion of the Contract price representing the value based upon the Contract prices of labor and materials incorporated in the work as established by the Owner, less the aggregate of all previous payments, but subject to all of the conditions pertaining to payments generally.

10. Material Storage. During the progress of the work, the Contractor shall arrange for office facilities and for the orderly storage of materials and equipment. Contractor shall erect any temporary structures required for the work at his or her own expense. The Contractor shall at all times keep the premises reasonably free from debris and in a condition which will not increase fire hazards. Upon completion of the work, the Contractor shall remove all temporary buildings and facilities and all equipment, surplus materials and supplies belonging to the Contractor. Contractor shall leave the Premises in good order, clean, and ready to use by the Owner. The establishment of any temporary construction yard, material storage area or staging area to be located within City of Flagstaff limits and outside the public right-of-way or Project limits generally requires a Temporary Use Permit. (See Exhibit A, Section 107.2.1.)

11. Assignment. Contractor shall not assign this Contract, in whole or in part, without the prior written consent of the Owner.

12. Notices. All notices or demands required to be given, pursuant to the terms of this Contract, shall be given to the other Party in writing, delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested or deposited with any commercial air courier or express service at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph.

If to Owner:	**If to Contractor:**
Patrick Brown, C.P.M.	Travis Moore
Senior Procurement Specialist	Kinney Construction Services
211 West Aspen Avenue	120 N. Beaver Street, Suite 100

Flagstaff, AZ 86001 Flagstaff, AZ 86001

13. Contract Violations. In the event of any of the provisions of this Contract are violated by the Contractor or by any of Contractor's subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate such Contract (the "Notice to Terminate"). The Contract shall terminate within five (5) days of the date Contractor receives the Notice to Terminate, unless the violation ceases and Contractor makes arrangements for correction satisfactory to the Owner. In the event of any such termination, the Owner shall immediately serve notice of the termination upon the Surety by registered mail, return receipt requested. The Surety shall have the right to take over and perform the Contract. If the Surety does not commence performance within ten (10) days from the date of receipt of the Owner's notice of termination, the Owner may complete the work at the expense of the Contractor, and the Contractor and his or her Surety shall be liable to the Owner for any excess cost incurred by the Owner to complete the work. If the Owner completes the work, the Owner may take possession of and utilize such materials, appliances and plants as may be on the worksite site and necessary for completion of the work.

14. Contractor's Liability and Indemnification. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the Owner, its agents, representatives, officers, directors, officials and employees shall arise in connection with the claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable. The amount and type of insurance coverage requirements set forth in the Contract (Section 103.6 of Exhibit A) will in no way be construed as limiting the scope of the indemnity in this paragraph.

15. Non Appropriation. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the Owner to meet the Owner's obligations under this Contract, the Owner will notify Contractor in writing of such occurrence, and this Contract will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Contract are exhausted. No payments shall be made or due to the other party under this Contract beyond these amounts appropriated and budgeted by the Owner to fund the Owner's obligations under this Contract.

16. Amendment of Contract. This Agreement may not be modified or altered except in writing and signed by duly authorized representatives of the parties.

17. Subcontracts. Contractor shall not enter into any subcontract, or issue any purchase order for the completed work, or any substantial part of the work, unless in each instance, prior written approval shall have been given by the Owner. Contractor shall be fully responsible to the Owner for acts and omissions of Contractor's subcontractors and all persons either directly or indirectly employed by them.

18. Cancellation for Conflict of Interest. This Contract is subject to the cancellation provisions of A.R.S. § 38-511.

19. Compliance with All Laws. Contractor shall comply with all applicable laws, statutes, ordinances, regulations and governmental requirements in the performance of this Contract.

20. Employment of Aliens. Contractor shall comply with A.R.S. § 34-301, which provides that a person who is not a citizen or ward of the United States shall not be employed upon or in connection with any state, county or municipal public works project.

21. Compliance with Federal Immigration Laws and Regulations. Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. 23-214.A. Contractor acknowledges that pursuant to A.R.S. 41-4401 a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this contract, and that the City retains the legal right to inspect the papers of any employee who works on the contract to ensure compliance with this warranty.

22. Contractor's Warranty. Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A, Verification of Employment Eligibility. Contractor shall not employ aliens in accordance with A.R.S. § 34-301, Employment of Aliens on Public Works Prohibited. Contractor acknowledges that pursuant to A.R.S. § 41-4401, Government Procurement; E-Verify Requirement; Definitions, a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this Contract, and that the Owner retains the legal right to inspect the papers of any employee who works on the Contract to ensure compliance with this warranty.

23. Jurisdiction and Venue. This Agreement shall be administered and interpreted under the laws of the State of Arizona. The Contractor hereby submits itself to the original jurisdiction of those courts located within Coconino County, Arizona.

24. Attorney's Fees. If suit or action is initiated in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in event of appeal as allowed by the appellate court.

25. Time is of the Essence. Contractor acknowledges that the completion of the Contract by the dates specified final completion is critical to the Owner, time being of the essence of this Contract.

26. Headings. The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Contract.

27. Severability. If any part of this Contract is determined by a court to be in conflict with any statute or constitution or to be unlawful for any reason, the parties intend that the remaining provisions of this Contract shall remain in full force and effect unless the stricken provision leaves the remaining Contract unenforceable.

IN WITNESS WHEREOF, the Owner and Contractor, by their duly authorized representatives, have executed this Contract as of the date written above.

(Please sign in blue ink. Submit original signatures – photocopies not accepted)

Owner, City of Flagstaff

_____
Kevin Burke, City Manager

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

Kinney Construction Services, Inc.

_____
Signature

_____
Printed Name

CITY OF FLAGSTAFF, ARIZONA
PAYMENT BOND

PROJECT NAME: Bundled Drainage Improvements #1
PROJECT NUMBER: 993419 **BID NUMBER:** 2014-24

STATUTORY PAYMENT BOND PURSUANT TO TITLE 34
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (Hereinafter called the Principal), as Principal, and, _____ _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ ("Surety"), as Surety, are held and firmly bound unto the City of Flagstaff, Arizona ("Obligee"), in the amount of _____ _____Dollars ($_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated this _____ day of_____, 20___, to the City of Flagstaff which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

Now, therefore, the condition of this obligation is such, that if the principal promptly pays all monies due to all persons supplying labor or materials to the principal or the principal's subcontractors in the prosecution of the work provided for in the contract, this obligation is void. Otherwise it remains in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Title and Chapter, to the same extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____ 20___.

_____	_____
Principal (Seal)	Surety (Seal)
By: _____	By: _____
_____	_____
Agency of Record	Agency Address

CITY OF FLAGSTAFF, ARIZONA
PERFORMANCE BOND

PROJECT NAME: Bundled Drainage Improvements #1
PROJECT NUMBER: 993419 **BID NUMBER:** 2014-24

STATUTORY PERFORMANCE BOND PURSUANT TO TITLE 34
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal), as Principal, and, _____ _____, a corporation organized and existing under the laws of the State of _____ _____, with its principal office in the City of _____ ("Surety"), as Surety, are held and firmly bound unto the City of Flagstaff, Arizona ("Obligee"), in the amount of _____Dollars ($_____ _____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated this ____day of _____ 200__ in the City of Flagstaff which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

Now, therefore, the condition of this obligation is such, that if the principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of contract during the original term of the contract and any extension of the contract, with or without notice to the surety, and during the life of any guaranty required under the contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in

accordance with the provisions of said Title and Chapter, to the extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____20__.

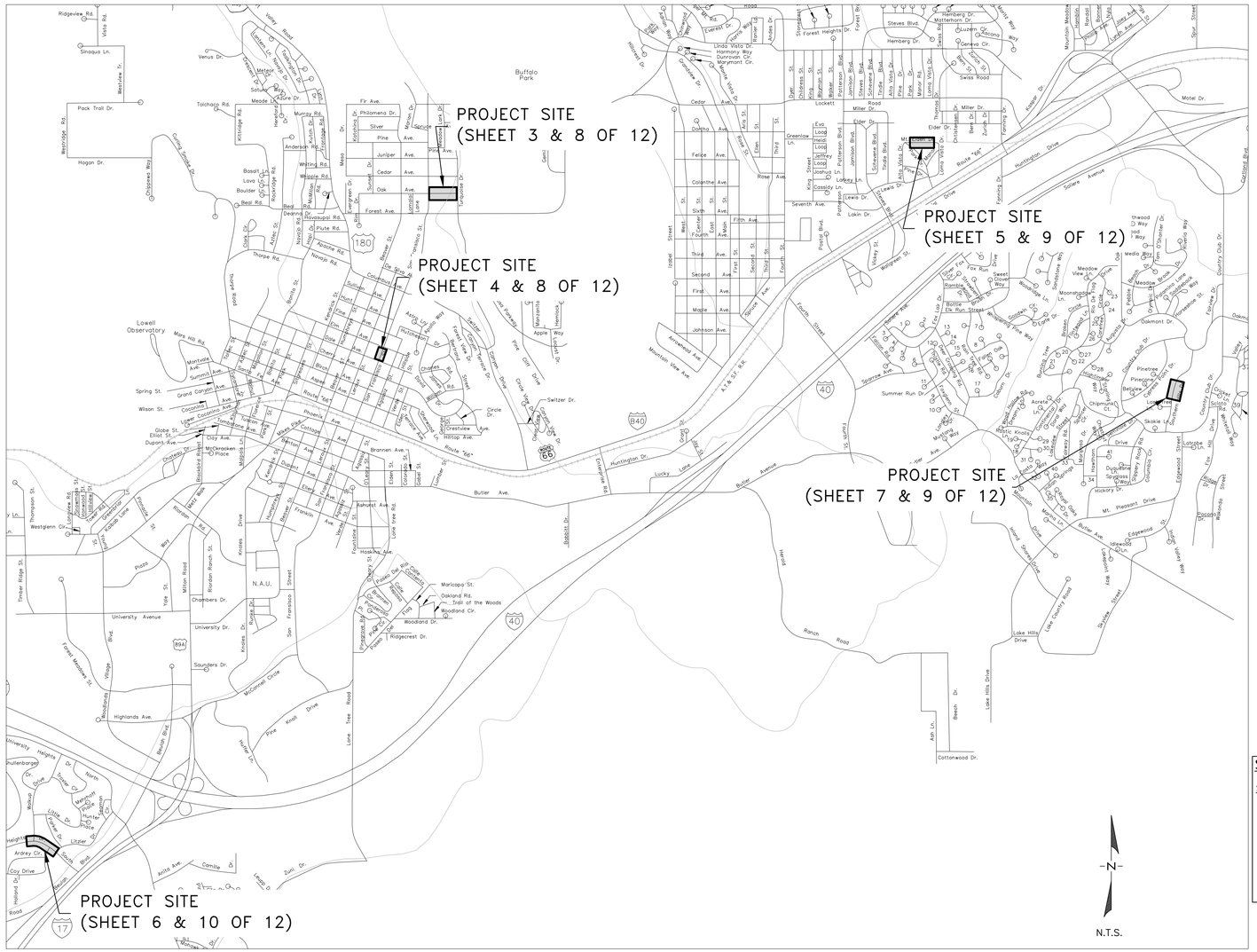
_____	_____
Principal (Seal)	Surety (Seal)
By: _____	By: _____
_____	_____
Agency of Record	Agency Address

FLAGSTAFF BUNDLED DRAINAGE CONSTRUCTION PLANS

A PROPOSED IMPROVEMENT IN THE SOUTHWEST CORNER OF SECTION 15,
TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA

LEGEND

- EXISTING PROPERTY LINE
- EXISTING ROAD CENTERLINE
- EXISTING EASEMENT
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- EXISTING FLOWLINE
- EXISTING WATER LINE
- EXISTING SANITARY SEWER LINE
- EXISTING STORM DRAIN
- EXISTING GAS LINE
- EXISTING OVERHEAD ELECTRIC LINE
- EXISTING UNDERGROUND ELECTRIC LINE
- EXISTING CABLE TV LINE
- EXISTING TELEPHONE LINE
- EXISTING FIBER OPTIC LINE
- EXISTING BARBED WIRE FENCE
- EXISTING CHAIN LINK FENCE
- EXISTING WOOD FENCE
- EXISTING WALL
- EXISTING CONCRETE
- EXISTING STRUCTURE
- EXISTING PAVEMENT
- PROPOSED PROPERTY LINE
- PROPOSED ROAD CENTERLINE
- PROPOSED EASEMENT
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- PROPOSED FLOWLINE
- PROPOSED WATER LINE
- PROPOSED SANITARY SEWER LINE
- PROPOSED STORM DRAIN
- PROPOSED GAS LINE
- PROPOSED OVERHEAD ELECTRIC LINE
- PROPOSED UNDERGROUND ELECTRIC LINE
- PROPOSED CABLE TV LINE
- PROPOSED TELEPHONE LINE
- PROPOSED FIBER OPTIC LINE
- PROPOSED BARBED WIRE FENCE
- PROPOSED CHAIN LINK FENCE
- PROPOSED WOOD FENCE
- PROPOSED WALL
- PROPOSED CONCRETE
- PROPOSED STRUCTURE
- PROPOSED PAVEMENT
- EXISTING WATER VALVE
- EXISTING WATER METER
- EXISTING FIRE HYDRANT
- EXISTING SANITARY SEWER MANHOLE
- EXISTING STORM DRAIN MANHOLE
- EXISTING CATCH BASIN
- EXISTING GAS VALVE
- EXISTING GAS METER
- EXISTING ELECTRIC METER
- EXISTING MISCELLANEOUS MANHOLE
- EXISTING UTILITY POLE
- EXISTING GUY ANCHOR
- EXISTING LIGHT POLE
- EXISTING SIGN POST
- EXISTING BOLLARD
- EXISTING TREE TO REMAIN (DIAMETER AND P=PINE, J=JUNIPER, D=DECIDUOUS)
- EXISTING TREE TO BE REMOVED (DIAMETER AND P=PINE, J=JUNIPER, D=DECIDUOUS)
- FOUND SECTION CORNER AS NOTED
- FOUND RIGHT-OF-WAY MONUMENT AS NOTED
- FOUND REBAR AS NOTED
- FOUND MONUMENT AS NOTED
- FOUND PIPE AS NOTED
- FOUND PANEL AS NOTED
- FOUND NAIL AS NOTED
- PROPOSED WATER VALVE
- PROPOSED WATER METER
- PROPOSED FIRE HYDRANT
- PROPOSED SANITARY SEWER MANHOLE
- PROPOSED STORM DRAIN MANHOLE
- PROPOSED CATCH BASIN
- PROPOSED GAS VALVE
- PROPOSED GAS METER
- PROPOSED ELECTRIC METER
- PROPOSED MISCELLANEOUS MANHOLE
- PROPOSED UTILITY POLE
- PROPOSED GUY ANCHOR
- PROPOSED LIGHT POLE
- PROPOSED SIGN POST
- PROPOSED BOLLARD
- PROPOSED TREE (DIAMETER AND P=PINE, J=JUNIPER, D=DECIDUOUS)
- 99 PARKING SPACE COUNT
- (3125) STREET ADDRESS
- FL79.75 EXISTING FLOWLINE GRADE



SHEET INDEX

1	COVER SHEET
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CITY OF FLAGSTAFF APPROVAL

CITY ENGINEER	DATE
PUBLIC WORKS DIRECTOR	DATE
UTILITIES DIRECTOR	DATE

UTILITY ACKNOWLEDGEMENT

BY LETTER	11/15/12
ARIZONA PUBLIC SERVICE	DATE
BY LETTER	01/29/13
UNISOURCE ENERGY	DATE
BY LETTER	11/15/12
CENTURY LINK	DATE
BY LETTER	01/17/13
SUDDEN LINK	DATE

SUMMARY OF UTILITY CONFLICTS

SHEET NUMBER	CONFLICT
3	PROPOSED CMP & EXISTING GAS LINE
3	PROPOSED CMP & EXISTING WATER LINE (2 LOCATIONS)
3	PROPOSED CMP & EXISTING ELECTRIC LINE
4	PROPOSED CURB AND GUTTER & EXISTING WATER SERVICE
4	PROPOSED STORMDRAIN & EXISTING ELECTRIC LINE
6	PROPOSED CMP & EXISTING GAS LINE (2 LOCATIONS)
6	PROPOSED CMP & EXISTING ELECTRIC LINE (3 LOCATIONS)
6	PROPOSED CMP & EXISTING WATER LINE (2 LOCATIONS)

CONCEPT APPROVAL

THE CITY OF FLAGSTAFF APPROVES THESE PLANS FOR CONCEPT ONLY. ALL LIABILITY FOR ERRORS OR OMISSIONS IS THE RESPONSIBILITY OF THE DESIGN ENGINEER.

AUTHORIZATION TO CONSTRUCT

THE SIGNATURES ABOVE ARE REQUIRED BEFORE THE CONTRACTOR CAN COMMENCE. UNSIGNED, THESE PLANS HAVE NOT BEEN COMPLETED WITH RESPECT TO AGENCY REVIEW AND APPROVAL.

SURVEY NOTES

FIELD MEASUREMENTS USED TO PREPARE THIS MAP WERE MADE IN JUNE, 2012.

BASIS OF BEARINGS: DERIVED FROM GPS OBSERVATIONS

BASIS OF ELEVATIONS: NGVD 88

GPS OBSERVATIONS MADE UTILIZING CORS STATION: NAU FLAGSTAFF CORS ARP: PID – DL1882
NAD 83 (CORS) POSITION: 35° 10' 38.30164" N
111° 39' 25.29087" W
NAVD 88 ORTHO HEIGHT: 6929.1 FEET

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-STAKE-IT
1-800-782-5348
(OUTSIDE MARICOPA COUNTY)

Registered Professional Engineer (Civil)
CERTIFICATE NO. 34537
RICHARD L. SCHULLER
Date Signed 03-28-12
ARIZONA, U.S.A.
EXPIRES 3/31/2015

WOODSON
ENGINEERING AND SURVEYING, INC.
124 N. ELDEN ST.
FLAGSTAFF, AZ 86001
PHONE: (928) 774-4636 FAX: (928) 774-4646

OWNER/DEVELOPER
CITY OF FLAGSTAFF
211 W. ASPEN AVE.
FLAGSTAFF, AZ 86001
(928) 774-7685

ENGINEER
WOODSON ENGINEERING AND SURVEYING, INC.
124 N. ELDEN ST.
FLAGSTAFF, AZ 86001
(928) 774-4636

COF DRAINAGE IMPROVEMENT PROGRAM
COF PROJECT NUMBER 993419

WOODSON ENGINEERING AND SURVEYING, INC.
124 N. ELDEN ST. • FLAGSTAFF, AZ 86001 • PHONE: (928) 774-4636 FAX: (928) 774-4646

112801

11/8/12

FLAGSTAFF BUNDLED DRAINAGE PROJECTS
CONSTRUCTION PLANS
COVER SHEET

DRAFTED BY: CGE
DATE: 07/17/12
PROJ. NO.: 112801
FN: 01 COVER.dwg

C.O.F. GENERAL NOTES

6-17-010 CONSTRUCTION PLANS

1. APPROVAL OF THESE PLANS BY THE CITY ENGINEER IS FOR A ONE-YEAR PERIOD, SUBSEQUENT TO THE DATE OF APPROVAL. IF CONSTRUCTION WORK IS NOT STARTED WITHIN THE ONE-YEAR PERIOD, OR HAS BEEN DISCONTINUED FOR ANY REASON FOR LONGER THAN ONE YEAR, THE PLANS SHALL BE RESUBMITTED FOR REVIEW AND RE-APPROVAL.

2. PLAN REVIEW BY THE CITY DOES NOT EXTEND TO MATERIAL QUANTITIES SHOWN ON THE PLANS.

3. A PUBLIC WORKS PERMIT, ISSUED BY THE CITY, IS REQUIRED FOR ALL WORK IN CITY RIGHTS-OF-WAY OR EASEMENTS AND FOR CONSTRUCTION OF ANY IMPROVEMENTS INTENDED TO BECOME PUBLIC PROPERTY.

4. THE CITY SHALL BE NOTIFIED 24 HOURS PRIOR TO BEGINNING DIFFERENT PHASES OF CONSTRUCTION SO THAT CITY INSPECTORS MAY BE SCHEDULED.

5. ALL MATERIALS AND WORKMANSHIP SHALL COMPLY WITH THE CURRENT CITY OF FLAGSTAFF "ENGINEERING DESIGN AND CONSTRUCTION STANDARDS AND SPECIFICATIONS", THE CURRENT "MAG UNIFORM STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION", THE CITY OF FLAGSTAFF STORMWATER DESIGN MANUAL, AND WITH GENERALLY ACCEPTED ENGINEERING DESIGN AND GOOD CONSTRUCTION PRACTICE. ALL WORK AND MATERIALS WHICH DO NOT CONFORM TO THE STANDARDS AND SPECIFICATIONS ARE SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR IS RESPONSIBLE FOR REVIEWING CHAPTER 21 OF THESE (FLAGSTAFF DESIGN) STANDARDS WHICH MAKES MINOR MODIFICATIONS TO CERTAIN MAG SPECIFICATIONS AND DETAILS.

6. ANY WORK PERFORMED WITHOUT THE KNOWLEDGE AND APPROVAL OF THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE, IS SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.

7. THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE MAY SUSPEND THE WORK BY WRITTEN NOTICE WHEN, IN HIS JUDGEMENT, PROGRESS IS UNSATISFACTORY, WORK BEING DONE IS UNAUTHORIZED OR DEFECTIVE, WEATHER CONDITIONS ARE UNSUITABLE, OR THERE IS DANGER TO THE PUBLIC HEALTH OR SAFETY.

8. THE CITY ENGINEER MAY ORDER ANY OR ALL MATERIALS USED IN THE WORK TO BE TESTED ACCORDING TO THE AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO) AND THE AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) STANDARDS. THE CONTRACTOR SHALL, AT HIS EXPENSE, SUPPLY ALL SAMPLES REQUIRED FOR TESTING.

9. ACCESS WHICH MEETS SECTION 13-13-004-0001, FIRE HYDRANTS, WATER MAINS, AND STREET NAME SIGNS SHALL BE IN PLACE AND APPROVED BEFORE AND AT ALL TIMES DURING ON-SITE COMBUSTIBLE CONSTRUCTION AND/OR PRIOR TO ISSUANCE OF BUILDING PERMITS IN NEW SUBDIVISIONS. FIRE DEPARTMENT AND ENGINEERING SECTION APPROVAL IS REQUIRED FOR OBSTRUCTION OF ACCESS OR WATER SYSTEM SHUTDOWN.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE STREETS AND OF PARTIALLY COMPLETED PORTIONS OF THE WORK UNTIL FINAL ACCEPTANCE OF THE WORK. THE CONTRACTOR SHALL SUBMIT TO THE CITY ENGINEER FOR APPROVAL A CONSTRUCTION SCHEDULE FOR ANY STREETS REQUIRED TO BE CLOSED OR PARTIALLY CLOSED FOR THE CONSTRUCTION ACTIVITY. THE CONTRACTOR SHALL REOPEN THE STREETS NO LATER THAN THE OPENING DATE SHOWN ON THE CONSTRUCTION SCHEDULE OR UPON ORDER OF THE CITY ENGINEER. THE REGULATION AND CONTROL OF CONSTRUCTION TRAFFIC SHALL BE AS DIRECTED BY THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE.

11. APPROVAL OF A PORTION OF THE WORK IN PROGRESS DOES NOT GUARANTEE ITS FINAL ACCEPTANCE. TESTING AND EVALUATION MAY CONTINUE UNTIL WRITTEN FINAL ACCEPTANCE OF A COMPLETE WORKABLE UNIT. ANY DEFECTS WHICH APPEAR IN THE WORK WITHIN ONE YEAR FROM THE DATE OF ACCEPTANCE AND WHICH ARE DUE TO IMPROPER WORKMANSHIP OR INFERIOR MATERIALS SUPPLIED SHALL BE CORRECTED BY OR AT THE EXPENSE OF THE OWNER/DEVELOPER OR THE CONTRACTOR.

12. ACCEPTANCE OF COMPLETED PUBLIC IMPROVEMENTS WILL NOT BE GIVEN UNTIL DEFECTIVE OR UNAUTHORIZED WORK IS REMOVED, AND FINAL CLEAN-UP IS COMPLETE.

13. LOCATION OF UNDERGROUND UTILITIES BEFORE WORK IS BEGUN IS TO BE ACCOMPLISHED IN ACCORDANCE WITH ARS 40-360.22.

14. IF WORK IS DONE ON PRIVATE PROPERTY IN RELATION TO A PROJECT CONSTRUCTED UNDER THESE STANDARDS, THE CONTRACTOR WILL PROVIDE THE CITY WITH WRITTEN AUTHORIZATION FROM THE PROPERTY OWNER TO DO SO.

15. THE ESTABLISHMENT AND USE OF TEMPORARY CONSTRUCTION YARDS SHALL CONFORM TO THE CURRENT CITY ZONING CODE STANDARDS FOR "TEMPORARY USES".

16. ALL EXCAVATED MATERIAL SHALL BE DISPOSED OF IN ACCORDANCE WITH APPLICABLE CITY CODES AND REGULATIONS. THE CONTRACTOR SHALL OBTAIN ALL REQUIRED CITY APPROVALS AND PERMITS, AS DEEMED NECESSARY BY THE CITY TO DISPOSE OF EXCAVATED MATERIAL.

17. ALL CONSTRUCTION STAKING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/DEVELOPER AND PERFORMED UNDER THE DIRECT SUPERVISION OF A REGISTERED LAND SURVEYOR OR CIVIL ENGINEER.

18. ALL TRAFFIC SIGN SHEETING SHALL BE TYPE VIII AS DESIGNED BY ASTM D4956-07el STANDARD SPECIFICATIONS FOR RETROREFLECTIVE SHEETING FOR TRAFFIC CONTROL, UNLESS SPECIFIED OTHERWISE ON THE CONSTRUCTION PLANS.

19. WHEN THE CONSTRUCTION PLANS SPECIFY GRAFFITI CONTROL ON BRIDGES OR OTHER STRUCTURES, THE CONTRACTOR SHALL SEAL THE STRUCTURE FIRST USING MONOCHEM AQUASEAL ME 12 AND THEN APPLY MONOCHEM PERMASHIELD, SACRIFICIAL GRAFFITI CONTROL SYSTEM (OR APPROVED EQUAL).

20. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE STABILIZED AND RESEEDED IN ACCORDANCE WITH CHAPTER 13-17 OF THIS TITLE. IN THE EVENT THAT THE CONSTRUCTION ACTIVITY DISTURBS MORE THAN ONE ACRE, A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) SHALL BE PREPARED IN ORDER TO OBTAIN A CONSTRUCTION GENERAL PERMIT FROM ADEQ.

C.O.F. WATER AND SEWER NOTES

ALL DESIGN, CONSTRUCTION, TESTING AND INSPECTION SHALL CONFORM TO THE ADEQ REQUIREMENTS: WATER DISTRIBUTION IN ACCORDANCE WITH BULLETINS 10 AND 8, AND SEWER COLLECTION IN ACCORDANCE WITH AAC TITLE 18. IN THE EVENT THE ADEQ REQUIREMENTS CONFLICT WITH THESE STANDARDS, THE MORE RESTRICTIVE SHALL APPLY.

A. ROUGH GRADING SHALL BE COMPLETED WITHIN ONE-TENTH OF A FOOT OF PLAN GRADE AND APPROVED BY THE CITY ENGINEER'S AUTHORIZED REPRESENTATIVES PRIOR TO INSTALLATION OF UNDERGROUND UTILITIES.

B. NO TRENCH SHALL BE FILLED WITH BEDDING MATERIAL OR BACKFILL UNTIL THE EXCAVATION AND PIPE LAYING, RESPECTIVELY, HAVE BEEN APPROVED BY THE CITY ENGINEER'S AUTHORIZED REPRESENTATIVE.

C. A WATER PRESSURE TEST IS REQUIRED OF ALL WATER LINES AND A HYDROSTATIC OR AIR TEST IS REQUIRED OF ALL SEWER LINES AND MANHOLES. TESTS ARE TO BE CONDUCTED AFTER BACKFILLING IS COMPLETE AND COMPACTED ON ALL PUBLIC AND/OR PRIVATE UNDERGROUND UTILITIES

D. WATER AND SEWER SERVICE LINES ARE TO BE MARKED AS SHOWN ON THE STANDARD SERVICE DETAILS.

E. WATER LINE DISINFECTION IS TO BE ACCOMPLISHED AS OUTLINED IN ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY (A.D.E.Q.) "BULLETIN NO. 8."

C.O.F. WATER AND SEWER NOTES CONT'D

F. WATER PIPE CLASSIFICATION SHALL BE CLASS 350 FOR A.W.W.A. C-900 PVC AND CLASS 350 FOR DUCTILE IRON UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER. C-900 SHALL CONFORM TO CAST-IRON EQUIVALENT OUTSIDE DIAMETER AND HAVE ELASTROMERIC GASKETS AND COUPLINGS. ALL DUCTILE IRON PIPE LINES SHALL BE POLYETHYLENE ENCASED IN ACCORDANCE WITH MAG SPECIFICATIONS.

G. ALL MATERIALS THAT COME INTO CONTACT WITH DRINKING WATER SHALL CONFORM TO NSF STANDARD 61 INCLUDING, BUT NOT LIMITED TO, GASKETS, LUBRICANTS, PIPE FITTINGS, AND VALVES. (NSF-PW SEAL) (R18-4-119B).

H. ALL PUBLIC SANITARY SEWER LINES AND PRIVATE SEWER SERVICE LINES WITHIN A PUBLIC UTILITY EASEMENT OR RIGHT-OF-WAY WILL BE INSPECTED PRIOR TO ACCEPTANCE BY THE CITY.

I. WATER AND SEWER MAINS SHALL BE SEPARATED IN ORDER TO PROTECT PUBLIC WATER SYSTEMS FROM POSSIBLE CONTAMINATION. ALL DISTANCES ARE MEASURED PERPENDICULARLY FROM THE OUTSIDE OF THE SEWER MAIN TO THE OUTSIDE OF THE WATER MAIN. SEPARATION REQUIREMENTS ARE AS FOLLOWS:

1. A WATER MAIN SHALL NOT BE PLACED:

(A) WITHIN SIX FEET, HORIZONTAL DISTANCE, AND LESS THAN TWO FEET, VERTICAL DISTANCE, ABOVE THE TOP OF A SEWER MAIN UNLESS EXTRA PROTECTION IS PROVIDED. EXTRA PROTECTION SHALL CONSIST OF CONSTRUCTING THE SEWER MAIN WITH MECHANICAL JOINT DUCTILE IRON PIPE OR WITH SLIP-JOINT DUCTILE IRON PIPE IF JOINT RESTRAINT IS PROVIDED. ALTERNATE EXTRA PROTECTION SHALL CONSIST OF ENCASING BOTH THE WATER AND SEWER MAINS IN AT LEAST SIX INCHES OF CONCRETE FOR AT LEAST TEN FEET BEYOND THE AREA COVERED BY THIS PARAGRAPH.

(B) WITHIN TWO FEET HORIZONTALLY AND TWO FEET BELOW THE SEWER MAIN. WHEN A WATER MAIN IS PLACED BELOW THE SEWER MAIN, EXTRA PROTECTION IS ALWAYS REQUIRED REGARDLESS OF THE VERTICAL SEPARATION.

2. NO WATER PIPE SHALL PASS THROUGH OR COME INTO CONTACT WITH ANY PART OF A SEWER MANHOLE. THE MINIMUM HORIZONTAL SEPARATION BETWEEN WATER MAINS AND MANHOLES SHALL BE SIX FEET, MEASURED FROM THE CENTER OF THE MANHOLE.

3. THE MINIMUM SEPARATION BETWEEN FORCE MAINS OR PRESSURE SEWERS AND WATER MAINS SHALL BE TWO FEET VERTICALLY AND SIX FEET HORIZONTALLY UNDER ALL CONDITIONS. WHERE A SEWER FORCE MAIN CROSSES ABOVE OR LESS THAN SIX FEET BELOW A WATER LINE, THE SEWER MAINS SHALL BE ENCASED IN AT LEAST SIX INCHES OF CONCRETE OR CONSTRUCTED USING MECHANICAL JOINT DUCTILE IRON PIPE FOR TEN FEET ON EITHER SIDE OF THE WATER MAIN.

4. EVEN WHEN EXTRA PROTECTION IS UTILIZED, THE MINIMUM CLEARANCE BETWEEN WATER AND SEWER SHALL BE ONE FOOT (1').

5. THE SEPARATION REQUIREMENTS DO NOT APPLY TO BUILDING, PLUMBING, OR INDIVIDUAL HOUSE SERVICE CONNECTIONS.

J. WHEN HYDROSTATIC TESTING IS PERFORMED, SEWER LINES SHALL BE TESTED FOR INFILTRATION/EXFILTRATION PER ARIZONA ADMINISTRATIVE CODE R18-9-E301(D)(2). MANHOLES SHALL BE TESTED BY FILLING THE MANHOLE WITH WATER. THE APPLICANT SHALL ENSURE THAT THE DROP IN WATER LEVEL DOES NOT EXCEED 0.001 OF THE TOTAL MANHOLE VOLUME IN ONE HOUR.

WHEN AIR TESTING IS PERFORMED, SEWER LINES SHALL BE TESTED IN ACCORDANCE WITH ASTM F1417-92. MANHOLES SHALL BE TESTED IN ACCORDANCE WITH ASTM C1244-93.

K. SEWER PIPE SHALL BE SDR 35, ASTM D3034 FOR PVC PIPE, OR CLASS 150 DIP LINED WITH PROTECTO 401 CERAMIC EPOXY OR HDPE ASTM F894. ALL DUCTILE IRON PIPELINES SHALL BE POLYETHYLENE ENCASED IN ACCORDANCE WITH MAG SPECIFICATIONS. SPECIAL DESIGN CONSIDERATIONS MAY REQUIRE A HIGHER CLASS RATING OF DIP.

L. NO WATER SETTLING OF TRENCH FILL MATERIAL IS ALLOWED.

M. ALL WATER AND SEWER DESIGN AND CONSTRUCTION SHALL CONFORM TO THE CURRENT ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY (A.D.E.Q.) REQUIREMENTS. WHEN A.D.E.Q. REQUIREMENTS ARE IN CONFLICT WITH THESE STANDARDS, THE MORE RESTRICTIVE SHALL APPLY.

N. TRACER WIRES AND TAPES SHALL BE INSTALLED PRIOR TO TESTING THE WATER OR SEWER MAIN AS REQUIRED BY C.O.F. STANDARDS SECTION 13-09-001-0002. (STRIP WIRE 2 INCHES AT TERMINATION OF THE SERVICE)

O. WATER VALVES SHALL BE ADJUSTED PER C.O.F. DETAIL NO. 9-03-060 AND MANHOLES SHALL BE ADJUSTED PER C.O.F. DETAIL NO. 9-03-062.

P. ONE HUNDRED PERCENT (100%) OF THE SEWER LINE SHALL BE TESTED FOR UNIFORM SLOPE BY REMOTE CAMERA AND TESTED FOR SHORT-TERM DEFLECTION.
1. WHEN A SEWER SERVICE IS REQUIRED TO BE ABANDONED, IT SHALL BE ABANDONED AT THE PROPERTY LINE AND CAPPED USING THE APPROPRIATE MATERIALS (PVC,CLAY, OR CONCRETE).
2. WHEN AN EXISTING WATER SERVICE IS REQUIRED TO BE ABANDONED, IT SHALL BE ABANDONED AT THE MAIN. THE SADDLE AND CORP. STOP SHALL BE REMOVED AND THE MAIN CLAMPED WITH AN APPROVED FULL CIRCLE REPAIR CLAMP.

Q. THE LOCATION OF WATER SERVICES SHALL BE IDENTIFIED BY BRANDING A "W" ON THE TOP OR FACE OF CURB.

R. SEWER SERVICE LOCATIONS SHALL BE IDENTIFIED BY BRANDING A "S" ON THE TOP OR FACE OF CURB.

C.O.F. PAVING NOTES

A. EXACT POINT OF MATCHING TERMINATION AND OVERLAY, IF NECESSARY, SHALL BE DETERMINED IN THE FIELD BY THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE. WHEN A LONGITUDINAL JOINT ASSOCIATED WITH A TRENCH PATH, PAVEMENT MATCH OR OTHER OCCURS ON A STREET WITH A BIKE LANE, THE JOINT SHALL BE LOCATED OUTSIDE OF THE BIKE LANE.

B. NO JOB WILL BE CONSIDERED COMPLETE UNTIL: A) ALL CURBS, PAVEMENTS, SIDEWALKS, CATCH BASINS, STORM DRAINS, AND MANHOLES HAVE BEEN CLEANED OF ALL DIRT AND DEBRIS; B) SURVEY MONUMENTS ARE INSTALLED AND STAMPED; C) ALL FRAMES, COVERS AND VALVE BOXES ARE ADJUSTED TO GRADE.

C. NO PAVING CONSTRUCTION SHALL BE STARTED UNTIL ALL UTILITY LINES ARE COMPLETED AND APPROVED UNDER PROPOSED PAVED AREAS.

D. BASE COURSE WILL NOT BE PLACED UNTIL SUBGRADE HAS BEEN APPROVED BY THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE.

E. THE LOCATION OF ALL WATER VALVES, FIRE HYDRANTS, AND MANHOLES MUST AT ALL TIMES DURING CONSTRUCTION BE REFERENCED AND MADE ACCESSIBLE TO THE CITY.

F. UTILITY FACILITIES IN CONFLICT WITH THIS WORK WILL BE RELOCATED BY THE PERMITTEE OR THE UTILITY OWNER. THIS ACTIVITY SHALL BE COORDINATED WITH THE OWNER OF THE UTILITY TO PREVENT ANY UNNECESSARY INTERRUPTION OF SERVICE TO EXISTING CUSTOMERS.

G. EXISTING STREET NAME SIGNS, TRAFFIC SIGNS AND DEVICES ASSOCIATED WITH THE PROJECT SHALL BE MAINTAINED DURING CONSTRUCTION AND RELOCATED BY THE CONTRACTOR AS SHOWN ON THE APPROVED PLANS.

H. ANY CHANGES OR ADDITIONS TO PAVEMENT MARKINGS CAUSED BY PAVEMENT OVERLAY, CHIP SEAL OR INSTALLATION OF UNDERGROUND FACILITIES SHALL BE SHOWN ON THE APPROVED PLANS.

I. A CHIP SEAL IS REQUIRED ON ALL PUBLIC PAVING PROJECTS. ON PROJECTS WHERE THE CONTRACTOR CAUSES EXCESSIVE DAMAGE TO AN EXISTING PAVED STREET OR THERE ARE MULTIPLE STREET CUTS (MAXIMUM OF FOUR IN 500 FEET) AN ASPHALT OVERLAY SHALL BE REQUIRED.

J. A PRIME COAT IS NOT REQUIRED UNLESS SO SPECIFIED IN THE SOILS AND PAVEMENT REPORT AND/OR SHOWN ON THE PLANS.

K. ALL CURB AND GUTTER, SIDEWALK, DRIVEWAYS, AND SIDEWALK RAMPS SHALL BE CONSTRUCTED ON A MINIMUM 3 INCHES OF AGGREGATE BASE COURSE (ABC). THE ABC SHALL BE CONSTRUCTED PER MAG SECTION 310 AND SHALL BE COMPACTED TO 95 % RELATIVE DENSITY. ALL PRECAST STRUCTURES SUCH AS MANHOLE BASES, CATCH BASINS, AND BOX CULVERTS SHALL BE CONSTRUCTED ON A MINIMUM OF 3 INCHES ABC.

L. PERMANENT PAVEMENT MARKINGS.
1. TRANSVERSE PAVEMENT MARKINGS SUCH AS STOP BARS, CROSSWALKS, ARROWS AND LEGENDS SHALL BE INSTALLED PER ADOT STANDARD SPECIFICATION 705, TYPE 1.
2. LONGITUDINAL PAVEMENT MARKINGS SHALL BE INSTALLED PER ADOT SPECIFICATION 708 AND SHALL BE APPLIED IN TWO COATS.

M. TEMPORARY PAVEMENT MARKINGS.
1. TEMPORARY PAVEMENT MARKINGS WHEN APPROVED, SHALL BE INSTALLED PER ADOT STANDARD SPECIFICATION 701-3.05.
2. THE USE OF TEMPORARY MARKINGS IS STRONGLY DISCOURAGED AND MAY ONLY BE USED WITH PRIOR APPROVAL.
a. WHEN IT IS USED, THE CONTRACTOR MUST BE AVAILABLE TO RESTRIPE AS NEEDED UNTIL THE PERMANENT MARKINGS CAN BE INSTALLED.

NOTE: WHEN IT IS IMPRACTICAL FOR THE CONTRACTOR TO PROVIDE PERMANENT MARKINGS, THE CITY PUBLIC WORKS DEPARTMENT MAY INSTALL THE MARKINGS ON BEHALF OF THE CONTRACT PROVIDED THE FEE FOR THE WORK IS AGREED UPON AND PAID FOR IN ADVANCE.

N. THE MAXIMUM THICKNESS OF A SINGLE LIFT OF PAVEMENT SHALL BE 4 INCHES.

ADEQ STANDARD NOTES

THE STATE LAW, ARS SECTION 49-104.B.10, REQUIRES THAT CONSTRUCTION OF THE PROJECT MUST BE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY. THIS CERTIFICATE WILL BE VOID IF CONSTRUCTION HAS NOT STARTED WITHIN ONE YEAR OF THE APPROVAL DATE. UPON REQUEST A WRITTEN TIME EXTENSION MAY BE GRANTED BY THE DEPARTMENT.

A DEFLECTION TEST OF THE TOTAL LENGTH OF ALL SEWER LINES MADE OF FLEXIBLE MATERIALS IS REQUIRED TO ENSURE THAT THE INSTALLATION MEETS OR EXCEEDS THE MANUFACTURER'S RECOMMENDATIONS PER AAC 1R18-9-E301(D)2(i).

ALL PVC WATERLINES AND FITTINGS SHALL HAVE NSF-PW SEAL.
ALL MATERIALS AND PRODUCTS USED IN DRINKING WATER SYSTEM SHALL CONFORM TO NSF STANDARD 61.

PIPE, FITTINGS, VALVES, FIRE HYDRANTS AND OTHER APPEARANCES SHALL CONFORM THE CURRENT STANDARDS OF THE AMERICAN WATER WORKS ASSOCIATION, AMERICAN STANDARDS ASSOCIATION OR THE FEDERAL GOVERNMENT.

EXFILTRATION/INFILTRATION FROM MANHOLES SHALL BE LIMITED TO 0.1 GALLON/HOUR/VERT FOOT.

INSTALLATION OF PVC SEWERS MUST BE IN CONFORMANCE WITH CURRENT STANDARD SPECIFICATION ASTM D2321.

PER AAC R18-9-301(D)(2)(b)(i), MINIMUM COVER REQUIRED FOR SEWER SERVICE MAINS IS 3'.

MANHOLES WILL BE TESTED PER AAC R18-9-E301(D)93)(e) USING THE WATERTIGHTNESS METHOD OR NEGATIVE AIR PRESSURE TESTING.

TEST EACH SEGMENT OF THE SEWER LINE FOR LEAKAGE USING THE APPLICABLE METHOD LISTED IN AAC R18-9-E301(D)(2)(j).

WOODSON ENGINEERING GENERAL NOTES

THE WORK SHALL BE DONE IN ACCORDANCE WITH THE MOST CURRENT EDITION(S) OF THE FOLLOWING SPECIFICATIONS AND THESE PLANS: MAG UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, MAG UNIFORM STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION, CITY OF FLAGSTAFF ENGINEERING DESIGN AND CONSTRUCTION STANDARDS, ADHS (ADEQ) ENGINEERING BULLETINS NO. 8 AND 10 AND ARIZONA ADMINISTRATIVE CODE R18-4 (WATER SYSTEMS), ARIZONA ADMINISTRATIVE CODE R18-9-E301 (SEWAGE WORKS), AWWA STANDARDS, MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), AND ADOT STANDARD SPECIFICATIONS AND DRAWINGS.

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN COPIES OF THE ABOVE STANDARDS, SPECIFICATIONS, AND DETAILS, AS WELL AS ALL OTHER STANDARDS AND SPECIFICATIONS WHICH MAY BE NECESSARY TO COMPLETELY AND ACCURATELY INTERPRET THESE PLANS.

ALL QUANTITIES SHOWN ARE APPROXIMATE AND ARE FURNISHED SOLELY FOR THE CONTRACTOR'S CONVENIENCE. THEY DO NOT NECESSARILY CORRESPOND TO BID SCHEDULE ITEMS. PAYMENT WILL BE BASED ON BID SCHEDULE ITEMS FOR THE ENTIRE JOB AS SHOWN OR INFERRED BY THESE PLANS. THE CONTRACTOR SHALL NOT BE RELIEVED OF RESPONSIBILITY FOR INDEPENDENTLY ESTIMATING QUANTITIES PRIOR TO BIDDING.

THE LOCATION OF EXISTING FEATURES INDICATED ON THE PLANS ARE APPROXIMATE ONLY. THE CONTRACTOR SHALL NOT BE RELIEVED OF RESPONSIBILITY FOR MAKING COMPLETE AND ACCURATE ON-SITE DETERMINATIONS OF THE LOCATIONS OF ALL UTILITIES, STRUCTURES AND FIELD CONDITIONS, WHICH MAY AFFECT THE PROGRESS OF THE WORK.

THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING WHAT PERMITS WILL BE REQUIRED FOR THE WORK AND OBTAINING AT HIS OWN EXPENSE ALL PERMITS REQUIRED UNLESS STATED OTHERWISE IN THE CONTRACT.

CERTIFICATION OF PRIVATE/NON-BUILDING STRUCTURES MAY BE REQUIRED BY THE CITY OF FLAGSTAFF. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ANY REQUIRED CERTIFICATIONS.

ALL ELEVATIONS SHOWN ON THE PLANS ARE FINISHED SURFACE ELEVATIONS (EXCEPT AS NOTED).

THE REGISTRANTS DUTY TO SEAL PROFESSIONAL DOCUMENTS DOES NOT EXTEND TO STANDARD DETAILS OR SPECIFICATIONS THAT HAVE BEEN OFFICIALLY ADOPTED AND PROVIDED BY THE AGENCY THAT HAS JURISDICTION OVER THIS PROJECT. THE STANDARD DETAILS AND SPECIFICATIONS SHOWN WITH THESE DOCUMENTS ARE INCLUDED TO PROVIDE CLEAR AND COMPLETE INFORMATION AND WERE NOT PREPARED BY THE REGISTRANT.

JOBSITE SAFETY

NEITHER THE PROFESSIONAL ACTIVITIES OF THE DESIGN PROFESSIONAL, NOR THE PRESENCE OF THE DESIGN PROFESSIONAL OR HIS OR HER EMPLOYEES AND SUB CONSULTANTS AT A CONSTRUCTION SITE, SHALL RELIEVE THE GENERAL CONTRACTOR AND ANY OTHER ENTITY OF THEIR OBLIGATIONS, DUTIES AND RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, CONSTRUCTION MEANS, METHODS, SEQUENCE, TECHNIQUES OR PROCEDURES NECESSARY FOR PERFORMING, SUPERINTENDING OR COORDINATING ALL PORTIONS OF THE WORK OF CONSTRUCTION IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND ANY HEALTH OR SAFETY PRECAUTIONS REQUIRED BY ANY REGULATORY AGENCIES. THE DESIGN PROFESSIONAL AND HIS OR HER PERSONNEL HAVE NO AUTHORITY TO EXERCISE ANY CONTROL OVER ANY CONSTRUCTION CONTRACTOR OR OTHER ENTITY OR THEIR EMPLOYEES IN CONNECTION WITH THEIR WORK OR ANY HEALTH OR SAFETY PRECAUTIONS. THE CLIENT AGREES THAT THE GENERAL CONTRACTOR IS SOLELY RESPONSIBLE FOR JOBSITE SAFETY, AND WARRANTS THAT THIS INTENT SHALL BE MADE EVIDENT IN THE CLIENT'S AGREEMENT WITH THE GENERAL CONTRACTOR. THE CLIENT ALSO AGREES THAT THE CLIENT, THE DESIGN PROFESSIONAL AND THE DESIGN PROFESSIONAL'S CONSULTANTS SHALL BE INDEMNIFIED AND SHALL BE MADE ADDITIONAL INSUREDS UNDER THE GENERAL CONTRACTOR'S GENERAL LIABILITY INSURANCE POLICY.

RIGHT-OF-WAY AND TRAFFIC CONTROL

THE CONTRACTOR SHALL PROVIDE ANY NECESSARY TRAFFIC CONTROL DEVICES REQUIRED FOR THE CONTROL OF VEHICLE AND PEDESTRIAN TRAFFIC AFFECTED BY THE CONSTRUCTION ALL TRAFFIC CONTROL PLANS MUST BE APPROVED BY THE OWNER OR HIS REPRESENTATIVE PRIOR TO IMPLEMENTATION.

CONSTRUCTION STAKES, LINES AND GRADES

THE CONTRACTOR SHALL BE RESPONSIBLE FOR RETAINING A REGISTERED LAND SURVEYOR, LICENSED TO PRACTICE IN ARIZONA WHO SHALL BE RESPONSIBLE FOR PROVIDING ALL STAKES NECESSARY TO ESTABLISH CONSTRUCTION LINES AND GRADES. STAKES PROVIDED SHALL BE OF SUFFICIENT NUMBER TO SATISFY THE ENGINEER THAT THE WORK MAY BE CONSTRUCTED IN ACCORDANCE WITH THE PLANS.

ALL COSTS ASSOCIATED WITH STAKING ARE TO BE BORNE BY THE CONTRACTOR. NO ADDITIONAL PAYMENT TO THE CONTRACTOR FOR EXTRA STAKES OR FOR RESTAKING WILL BE ALLOWED.

UTILITIES

UNDERGROUND UTILITY LOCATIONS SHOWN ON THESE PLANS WERE DETERMINED FROM FIELD MEASUREMENTS, CONSTRUCTION PLANS, RECORD PLANS OR UTILITY MAPS FURNISHED BY OTHERS. LOCATIONS OF UNDERGROUND UTILITIES ARE TO BE REGARDED AS APPROXIMATE ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ESTABLISH IN THE FIELD THE ACTUAL LOCATIONS OF ALL UNDERGROUND LINES WHICH MAY IN ANY WAY AFFECT THE WORK.

IT IS NOT WITHIN THE SCOPE OF THE PLANS FOR THE ENGINEER TO LOCATE, IDENTIFY OR FORESEE EVERY UTILITY CONFLICT WHICH MAY ARISE DURING THE CONSTRUCTION PHASE OF THE PROJECT. BUT IT IS THE INTENT OF THE OWNER TO REASONABLY COMPENSATE THE CONTRACTOR FOR THE WORK REQUIRED TO RELOCATE OR ADJUST UTILITIES CONFLICTING WITH THE CONSTRUCTION OF THE PROJECT. TO THAT END, UTILITIES (AS DEFINED IN MAG 101.2) WHICH ARE ENCOUNTERED WILL BE ADDRESSED AS FOLLOWS:

1) UTILITY RELOCATIONS OR ADJUSTMENTS NOTED ON THE PLANS SHALL BE PAID FOR PER THE BID SCHEDULE.

2) UTILITY RELOCATIONS OR ADJUSTMENTS NOT NOTED ON THE PLANS SHALL BE ADDRESSED ON A CASE BY CASE BASIS. THE ENGINEER SHALL DETERMINE WHAT WORK IS REQUIRED TO PRODUCE THE DESIRED FINAL PRODUCT. IF A UNIT BID PRICE DOES NOT EXIST THEN COMPENSATION MUTUALLY ACCEPTABLE TO THE OWNER, CONTRACTOR, AND ENGINEER SHALL BE MADE.

IN EITHER SITUATION, WORK ON THE SPECIFIC CASE SHALL NOT PROCEED UNTIL THE AMOUNT OF COMPENSATION IS AGREED UPON.

COMPENSATION FOR UTILITY RELOCATIONS AND ADJUSTMENTS SHALL NOT INCLUDE COSTS FOR REPAIR TO THE UTILITY DAMAGED BY THE CONTRACTOR OR HIS SUBCONTRACTOR(S). THE CONTRACTOR IS NOT RELIEVED OF THE RESPONSIBILITY FOR DETERMINING THE LOCATION OF ALL UTILITIES AFFECTING THE WORK.

THE APPROPRIATE UTILITY COMPANIES SHALL BE NOTIFIED BY THE CONTRACTOR PRIOR TO ANY CONSTRUCTION. THE "BLUE STAKE" NUMBER IS 1-800-STAKEIT. CONTRACTOR SHALL ALLOW TWO WORKING DAYS AFTER "BLUE STAKE" IS NOTIFIED, BEFORE COMMENCING ANY EXCAVATION WORK IN THE PROXIMITY OF BURIED UTILITIES.

AT LEAST 48 HOURS PRIOR NOTICE IS REQUIRED BEFORE DISRUPTING EXISTING UTILITY SERVICE TO MAKE CONNECTIONS OR DISCONNECTIONS. THE NOTICE MUST INCLUDE THE EXACT TIME OF THE DISRUPTION OF SERVICE AND THE EXPECTED DURATION OF THE LOSS OF SERVICE.

CERTAIN UTILITIES ARE TO REMAIN IN SERVICE DURING THE CONSTRUCTION OF THE FILL AND UPON COMPLETION OF THE CONTRACT. THESE UTILITIES SHALL BE PROTECTED DURING THE CONSTRUCTION AND CUT OR FILL PLACEMENT SHALL NOT PROHIBIT MAINTENANCE ACCESS TO THESE UTILITIES.

DRAINAGE MAINTENANCE DURING CONSTRUCTION

ADEQUATE DRAINAGE, EROSION AND SEDIMENT CONTROL MEASURES, BEST MANAGEMENT PRACTICES, AND-OR OTHER STORMWATER MANAGEMENT FACILITIES SHALL BE PROVIDED AND MAINTAINED AT ALL TIMES DURING CONSTRUCTION. DAMAGES TO ADJACENT PROPERTY AND/OR THE CONSTRUCTION SITE CAUSED BY THE CONTRACTOR'S OR PROPERTY OWNER'S FAILURE TO PROVIDE AND MAINTAIN ADEQUATE DRAINAGE AND EROSION/SEDIMENT CONTROL FOR THE CONSTRUCTION AREA SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND/OR PROPERTY OWNER.

CONSTRUCTION DRAINS SHALL BE PROVIDED AS NEEDED TO ENABLE WATER TO DRAIN FROM THE CONSTRUCTION AREA RAPIDLY AND WITHOUT DAMAGING THE WORK IN PROGRESS. TO FURTHER PROMOTE GOOD DRAINAGE OF THE SITE, DRAINAGE CHANNELS, CULVERTS, AND STRUCTURES, SHALL BE CONSTRUCTED FROM DOWNSTREAM TO UPSTREAM IN SUCH A WAY THAT, DURING CONSTRUCTION, THEY DO NOT IMPEDE THE FLOW OF WATER FROM THE CONSTRUCTION AREA.

NO EXTENSION OF TIME SHALL BE GRANTED ON ACCOUNT OF THE TIME REQUIRED TO MAKE SUCH REPAIRS.

FILL CONSTRUCTION

SITE PREPARATION, EXCAVATION AND PLACEMENT SHALL BE IN ACCORDANCE WITH THE GEO-TECHNICAL REPORT (???????? DATED ?, OF ??. THE BID SCHEDULE ITEM FOR FILL CONSTRUCTION IS INTENDED TO INCLUDE FULL PAYMENT FOR ALL MATERIAL REQUIRED TO BUILD THE PROJECT AND THE DISPOSAL OF ANY EXCESS MATERIAL FROM THE SITE.

MISCELLANEOUS REMOVALS AND OTHER WORK

REMOVALS NECESSITATED BY THE WORK AS IT PROGRESSES AND NOT SPECIFICALLY CALLED OUT ON THE PLANS WILL BE CONSIDERED INCIDENTAL WORK.

WATER SUPPLY

THE CONTRACTOR SHALL MAKE ARRANGEMENTS FOR AND PROVIDE ALL NECESSARY WATER FOR HIS CONSTRUCTION OPERATION AT HIS OWN EXPENSE.

CLEANUP AND DUST CONTROL

THROUGHOUT ALL PHASES OF THE CONSTRUCTION THE CONTRACTOR SHALL KEEP THE WORK AREA, ADJACENT PROPERTIES AND STREETS CLEAN AND FREE FROM RUBBISH, EXCESS MATERIALS, DUST AND DEBRIS GENERATED BY THE CONSTRUCTION ACTIVITY.

EROSION CONTROL – TO BE APPLIED IN ALL AREAS DISTURBED BY CONSTRUCTION.

THE CONTRACTOR SHALL RESEED ALL DISTURBED AREA ACCORDING TO THE PROVISIONS OF THIS SECTION. THE WORK UNDER THIS SECTION SHALL CONSIST OF FURNISHING, HAULING, PLACING, AND APPLYING EROSION CONTROL (SEED, MULCH, AND EROSION CONTROL BLANKETS) TO ALL DISTURBED AREAS WITHIN THE PROJECT AREAS AS SHOWN ON THE PLANS.

THE SEED SHALL CONSIST OF BLUE FLAX, CANADA BLUEGRASS, PRAIRIE CONEFLOWER, ROCKY MOUNTAIN PENSTEMON, STREAMBANK WHEATGRASS, 'COVAR' SHEEP FESCUE, LITTLE BLUESTEM, GAILLARDIA ARISTATA AND CALIFORNIA POPPY. WEED CONTENT OF SEED SHALL NOT EXCEED 0.5 PERCENT. APPLICATION RATES OF SEED AS SPECIFIED ARE FOR PURE LIVE SEED (PLS). PLS IS DETERMINED BY MULTIPLYING THE SUM OF THE GERMINATION AND HARD OR DORMANT SEED BY THE PURITY.

STRAW MULCH SHALL BE FROM OATS, WHEAT, RYE, OR OTHER GRAIN CROPS OF THE CURRENT SEASON AND BE FREE OF NOXIOUS WEEDS OR MOLD. EROSION CONTROL BLANKETS SHALL BE GRAIN CROP PRODUCTS; STRAW AND COCONUT FIBER BLENDS ARE PREFERRED. BOTH THE TOP AND BOTTOM OF EACH BLANKET SHALL BE COVERED WITH A PHOTO DEGRADABLE, EXTRUDED MESH. BLANKETS SHALL NOT CONTAIN ANY CHEMICAL ADDITIVES. OTHER ACCEPTABLE ALTERNATIVES WILL BE AT THE DISCRETION OF THE CITY ENGINEER.

THE AREA TO BE SEEDED SHALL BE PREPARED BY DISKING OR OTHER APPROVED METHODS OF LOOSENING THE SOIL. SEED SHALL BE PLANTED APPROXIMATELY 1/4 INCH (6 MM) DEEP, WITH A MAXIMUM DEPTH OF 1/2 INCH (13 MM). THE DISTANCE BETWEEN FURROWS SHALL NOT EXCEED 8 INCHES (200 MM). SEEDING SHALL BE APPLIED AT THE FOLLOWING RATE:

TYPE OF SEED	POUNDS/ACRE	KILOGRAM/HECTARE
BLUE FLAX	3	3.4
CANADA BLUEGRASS	0.5	0.6
PRAIRIE CONEFLOWER	1	1.1
ROCKY MOUNTAIN PENSTEMON	2.5	2.8
STREAMBANK WHEATGRASS	3	3.4
'COVAR' SHEEP FESCUE	3	3.4
LITTLE BLUESTEM	2	2.2
GAILLARDIA ARISTATA	4	4.5
CALIFORNIA POPPY	1	0.6

STRAW MULCH SHALL BE APPLIED TO THE SEEDED AREA WITHIN TWENTY-FOUR (24) HOURS AND SHALL BE UNIFORMLY APPLIED AT A RATE OF 2.5 TONS PER ACRE (5.6 MG/HA).
MULCH SHALL BE ANCHORED INTO THE SOIL NO MORE THAN TWO (2) INCHES (50 MM) AND SHALL NOT BE COVERED WITH AN EXCESSIVE AMOUNT OF SOIL. NO MORE THAN TWO (2) PASSES OF THE ANCHORING EQUIPMENT WILL BE ALLOWED. WHEN CUT OR FILL SLOPES THAT ARE GREATER THAN 6 FEET IN HEIGHT AND STEEPER THAN 3:1, THE SEEDED AREA MUST BE COVERED WITH EROSION CONTROL BLANKETS.
HYDRAULIC SEEDING METHODS WILL NOT SPECIFICALLY BE ALLOWED UNLESS PRIOR PERMISSION BY THE CITY ENGINEER HAS BEEN GRANTED. WHEN APPROVED, THE APPLICATION OF SEEDING WITH HYDRAULIC METHODS MUST UTILIZE A MINIMUM OF 1,500 POUNDS OF WOOD CELLULOSE FIBER PER ACRE (1680 KG/HA). PREPARATION OF THE SEED BED AS DESCRIBED ABOVE SHALL BE REQUIRED.

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) NOTE

THE ENVIRONMENTAL PROTECTION AGENCY (EPA) REGULATES STORM WATER DISCHARGES FROM CONSTRUCTION SITES UNDER THE NATIONAL STORM WATER PROGRAM. THE PROJECT OWNER AND THE CONSTRUCTION CONTRACTOR SHARE RESPONSIBILITY AND LIABILITY UNDER THIS PROGRAM. ACTIVITIES COVERED UNDER THIS PROGRAM INCLUDE CLEARING, GRADING, AND EXCAVATION. PROJECTS THAT ARE INCLUDED HAVE DISTURBED AREAS WITH MORE THAN 1 ACRES. UNDER NPDES THE CONTRACTOR MUST PREVENT POLLUTANTS FROM THE SITE FROM ENTERING WATERS OF THE US

IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTROL EROSION AND RUNOFF FROM A CONSTRUCTION SITE. TO COMPLY WITH REGULATIONS, THE CONTRACTOR MUST FILE A NOTICE OF INTENT TO DISCHARGE (NOI) 2 DAYS BEFORE CONSTRUCTION BEGINS. A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) MUST BE DEVELOPED BY BOTH THE OWNER AND THE CONTRACTOR AS PART OF COMPLIANCE WITH THESE REGULATIONS. THE OWNER AND THE CONTRACTOR MUST ALSO IMPLEMENT THE SWPPP. DURING CONSTRUCTION, BOTH THE OWNER AND THE CONTRACTOR MUST CERTIFY THAT ALL WORK PERFORMED PER NPDES REGULATIONS. AFTER CONSTRUCTION IS COMPLETE, THE OWNER AND THE CONTRACTOR MUST FILE A NOTICE OF TERMINATION. ALL WORK DESCRIBED ABOVE MUST BE PERFORMED IN ACCORDANCE WITH NPDES AND THE NATIONAL STORM WATER PROGRAM REGULATIONS.

GENERAL STRIPING NOTES

ALL PAVEMENT STRIPING SHALL CONFORM TO THE APPLICABLE ADOT SPECIFICATIONS FOR PAINT. ALL PARKING STALL STRIPING SHALL BE 4" WIDE, WHITE PAINT, TREATED FOR REFLECTIVITY. ALL STRIPING SHALL BE IN CONFORMANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.

EROSION PROTECTION

THE CONTRACTOR IS RESPONSIBLE FOR STABILIZATION OF SOILS AND PREVENTION OF EROSION DURING CONSTRUCTION. WHERE SLOPE STABILIZATION REQUIRES THE ESTABLISHMENT OF PLANTS, EROSION PROTECTION SHALL REMAIN IN PLACE UNTIL PLANTS ARE ESTABLISHED TO THE SATISFACTION OF THE OWNER AND THE APPROVING AGENCY.

RESOURCE PROTECTION

THE CITY PLANNING DIRECTOR OR HIS AUTHORIZED REPRESENTATIVE MAY SUSPEND THE WORK BY WRITTEN NOTICE WHEN, IN HIS JUDGMENT, LAND DISTURBANCE IS OCCURRING IN RESOURCE PROTECTED AREAS.

TEMPORARY TREE PROTECTION FENCING SHALL BE INSTALLED PRIOR TO ANY ON-SITE CONSTRUCTION OR GRADING ACTIVITIES. FENCING SHALL CONSIST OF 6' HIGH CHAIN LINK SECURED TO T-POST OR SNOW FENCING SECURED TO T-POST, WITH TOP SUPPORT WIRE.

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-STAKE-IT
1-800-782-5348
(OUTSIDE MARICOPA COUNTY)

FN: 03 SWPPP.dwg

REVISIONS:

Registered Professional Engineer (Civil)
CERTIFICATE NO. 34537
RICHARD L. SCHULLER
ARIZONA, USA
EXPIRES 3/31/2015

WOODSON
ENGINEERING AND SURVEYING, INC.
124 N. ELDEN ST.
FLAGSTAFF, AZ 86001
PHONE: (928) 774-4636 FAX: (928) 774-4646

FLAGSTAFF BUNDLED DRAINAGE
CONSTRUCTION PLANS

NOTES

HOR SCALE: NA
VERT SCALE: NA
DATE: 07/17/12
PROJECT NO.: 112801
AGENCY NO.:
SHEET NO.: 2 OF 12

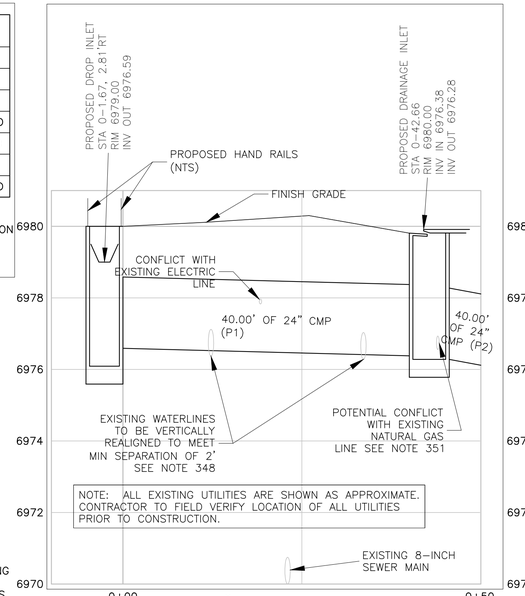
DESIGNED BY: JLC
DRAFTED BY: GGE
CHECKED BY: RLS

112801
WOODSON ENGINEERING AND SURVEYING, INC.
124 N. ELDEN ST. • FLAGSTAFF, AZ 86001 • PHONE: (928) 774-4636 FAX: (928) 774-4646
11/08/12
FLAGSTAFF BUNDLED DRAINAGE
CONSTRUCTION PLANS
NOTES

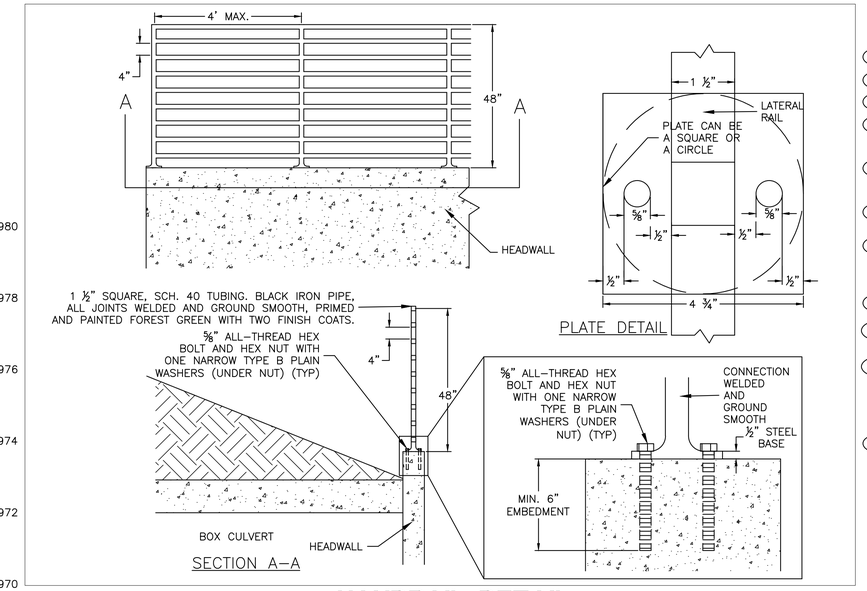
POINT TABLE

POINT NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
5038	1533124.91	782597.47	6779.00	TOP OF HEADWALL
5039	1533123.35	782600.35	6976.59	P1 UPSTREAM END
5040	1533083.48	782601.86	6976.38	P1 DOWNSTREAM END
5041	1533080.79	782601.89	6980.00	TOP BACK OF CURB
5042	1533081.41	782601.90	6976.28	P2 UPSTREAM END
5043	1533056.63	782633.30	6974.80	P2 DOWNSTREAM END

NOTES: CONTRACTOR TO FIELD VERIFY ALL EXISTING STORM DRAIN ELEVATIONS AND CATCH BASIN ELEVATIONS PRIOR TO CONSTRUCTION.



24" CMP PROFILE
(LOOKING EAST)



HANDRAIL DETAIL

NOT TO SCALE

CONSTRUCTION NOTES
PUBLIC IMPROVEMENTS

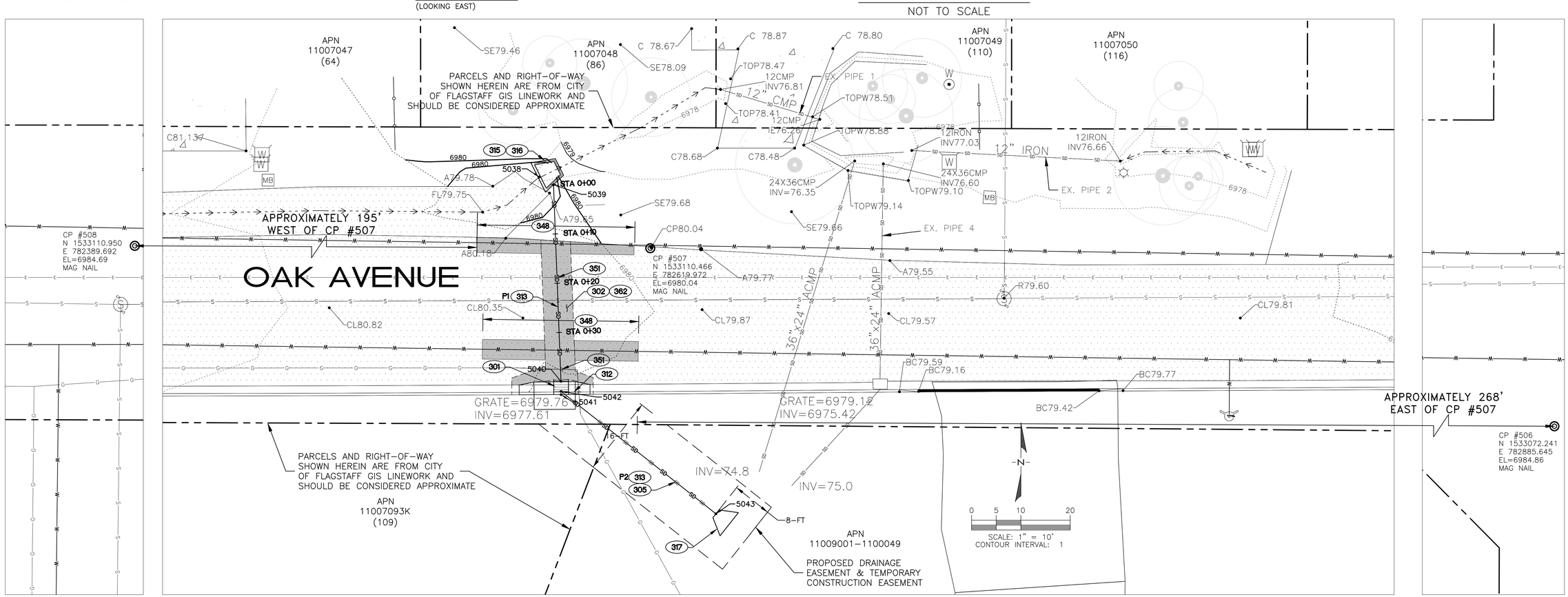
- **301** (1 EA.) SAWCUT, REMOVE & DISPOSE OF EXISTING CATCH BASIN
- **302** (40 S.Y.) SAWCUT, REMOVE AND DISPOSE OF EXISTING ASPHALT PAVEMENT.
- **305** (40 L.F.) SAWCUT, REMOVE AND DISPOSE OF EXISTING STORM PIPE
- **312** (1 EA.) CONSTRUCT MAG SD NO. 533 (L=3') TYPE "D" CATCH BASIN WITH BIKE FRIENDLY NEENAH TYPE "L" VANE GRATE. THE CONTROL POINT LOCATED AT TOP BACK OF CURB AT MID POINT OF GRATE.
- **313** (80 L.F.) INSTALL 24" CMP (14 GA. HELICAL 2-2/3"X1/2") IN ACCORDANCE WITH MAG SS 601, 621, AND COF SD 8-02-010.
- **315** (1 EA.) INSTALL HANDRAIL PER DETAIL THIS SHEET ALONG THREE SIDES OF HEADWALL AS SHOWN IN PLAN VIEW.
- **316** (1 EA.) INSTALL HEADWALL DROP INLET & TRASH RACK PER MAG SD 501-5 AND 502-1. MODIFY INLET BOX FOR 24" PIPE AND ANGLE SHOWN. CONTROL POINT LOCATED CENTER TOP OF HEADWALL AT INLET END
- **317** (1 EA.) INSTALL NEW 24" FLARED END SECTION PER MANUFACTURERS SPECIFICATIONS. MATCH EXISTING LOCATION AND ELEVATION AT FLOWLINE.
- **351** (2 EA. CONTINGENCY PAY ITEM) CONTRACTOR TO FIELD VERIFY DEPTH AND LOCATION OF UTILITIES. RELOCATE AS NECESSARY. COORDINATE WITH UTILITY OWNER.
- **348** (2 EA.) MAINTAIN MINIMUM VERTICAL SEPARATION (OUTSIDE OF PIPE TO OUTSIDE OF PIPE) BETWEEN EX WATERLINE AND NEW DRAINAGE CMP=1'(COF 13-09-001-0003). IF THERE IS A VERTICAL CONFLICT BETWEEN EX WATERLINE AND NEW DRAINAGE CMP, THE CONTRACTOR SHALL CONSTRUCT A VERTICAL REALIGNMENT OF WATERLINE IN ACCORDANCE WITH MAG SD NO. 370. VERTICAL ALIGNMENT MUST BE RESTRAINED PER MAG 303-1 & 303-2 AND CONSTRUCTED WITH RESTRAINED JOINT DUCTILE IRON PIPE.
- **362** (40 S.Y.) INSTALL NEW ASPHALT CONCRETE AND AGGREGATE BASE COURSE IN ACCORDANCE WITH MAG SS 310 & 321. PAVEMENT SECTION SHALL BE PER COF SD 10-09-010 OR MATCH EXISTING SECTION, WHICHEVER IS GREATER.

GENERAL NOTES

FIELD TOPOGRAPHY AND BOUNDARY SURVEY INFORMATION USED TO PREPARE THIS DRAWING WERE MADE BY WOODSON ENGINEERING & SURVEY, INC. IN JUNE, 2012.

ALL ELEVATIONS SHOWN ON THE PLANS ARE FINISHED SURFACE ELEVATIONS (EXCEPT AS NOTED).

THE INFORMATION ON THESE CONSTRUCTION PLANS CONCERNING THE TYPE, SIZE, AND LOCATION OF UTILITIES HAS BEEN SHOWN BASED ON THE BEST INFORMATION AVAILABLE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINATION OF EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. IT IS THE CONTRACTORS RESPONSIBILITY TO PROTECT ALL EXISTING UTILITIES, IN PLACE, UNLESS OTHERWISE NOTED OR SPECIFIED.



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1-800-782-5348
(OUTSIDE MARICOPA COUNTY)

FN: 03 PLAN.dwg

REVISIONS:

Registered Professional Engineer (Civil) CERTIFICATE NO. 34537 RICHARD L. SCHULLER Date Signed 07-17-12 ARIZONA, U.S.A. EXPIRES 3/31/2015

WOODSON
ENGINEERING AND SURVEYING, INC.
124 N. ELDEN ST.
FLAGSTAFF, AZ 86001
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FLAGSTAFF BUNDLED DRAINAGE CONSTRUCTION PLANS

110 E. OAK AVENUE GRADING AND DRAINAGE PLAN

HOR SCALE: 1"=20'
VERT SCALE: NA
DATE: 07/17/12
PROJECT NO.: 112801
AGENCY NO.:
SHEET NO.: 3 OF 12

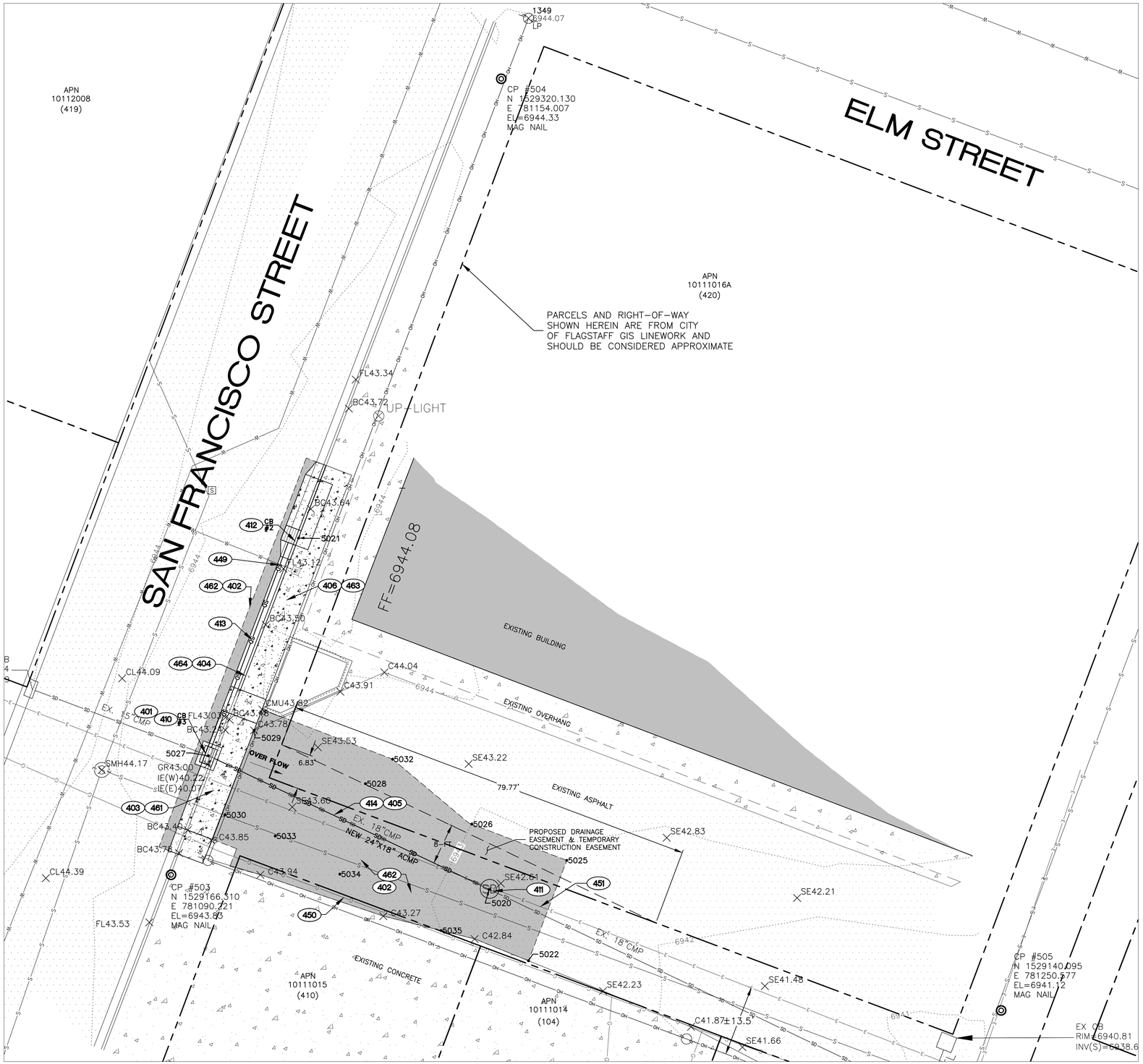
DESIGNED BY: JLC
DRAFTED BY: GGE
CHECKED BY: RLS

WOODSON ENGINEERING AND SURVEYING, INC.
124 N. ELDEN ST. • FLAGSTAFF, AZ 86001 • PHONE: (928) 774-4636 FAX: (928) 774-4646

112801

11/8/12

FLAGSTAFF BUNDLED DRAINAGE
OAK AVENUE
GRADING AND DRAINAGE PLAN



CONSTRUCTION NOTES
PUBLIC IMPROVEMENTS

401 (1 EA.) SAWCUT, REMOVE & DISPOSE OF EXISTING CATCH BASIN

402 (202 S.Y.) SAWCUT, REMOVE AND DISPOSE OF EXISTING ASPHALT PAVEMENT.

403 (234 S.F.) SAWCUT, REMOVE AND DISPOSE OF CONCRETE FROM EXISTING DRIVEWAY.

404 (48 L.F.) SAWCUT, REMOVE AND DISPOSE OF EXISTING CURB AND GUTTER.

405 (60 L.F.) SAWCUT, REMOVE AND DISPOSE OF EXISTING STORM PIPE

406 (250 S.F.) SAWCUT, REMOVE & DISPOSE OF EXISTING SIDEWALK. REMOVE TO THE EXISTING JOINT LINE.

410 (1 EA.) CONSTRUCT NEW CATCH BASIN TYPE "F" WITH BIKE FRIENDLY NEENAH TYPE "L" VANE GRATE. ON NEW STORM PIPE PER MAG SD NO. 535 AT THE LOCATION INDICATED IN THE POINT TABLE, CONTROL POINT LOCATED AT MIDDLE OF CATCH BASIN. CONNECT EXISTING 15" TO NEW CB.

411 (1 EA.) CONSTRUCT 48" STORM DRAIN MANHOLE IN ACCORDANCE WITH MAG SD NO. 520 AND NO. 522 AT THE LOCATIONS LISTED IN THE POINT TABLE. CONNECT TO PROPOSED 24"X18" ACMP AND EXISTING 18" CMP. PROVIDE GRATED LID, TYPE NEENAH R-2668, TYPE C OR APPROVED EQUAL.

412 (1 EA.) CONSTRUCT MAG SD NO. 533 (L=10') TYPE "D" CATCH BASIN WITH BIKE FRIENDLY NEENAH TYPE "L" VANE GRATE. CONSTRUCT AT THE LOCATION IN THE POINT TABLE. CONTROL POINT LOCATED AT BACK OF CURB IN THE MIDDLE OF THE GRATE. MODIFY DEPTH (V) =3'4"

413 (44 L.F.) INSTALL 18" CMP (14 GA. HELICAL 2-2/3"X1/2") IN ACCORDANCE WITH MAG SS 601, 621, AND COF SD 8-02-010. CONNECT TO NEW CATCH BASINS PER LOCATIONS IN POINT TABLE.

414 (60 L.F.) INSTALL 24"x18" ALUMINIZED CMPA (16 GA. HELICAL 2-2/3"X1/2") IN ACCORDANCE WITH MAG SS 601 & 621. AND COF SD 8-02-010. CONNECT TO NEW CATCH BASINS OR MANHOLES PER LOCATIONS IN POINT TABLE.

449 (1 EA.) MAINTAIN MINIMUM VERTICAL SEPARATION (OUTSIDE OF PIPE TO OUTSIDE OF PIPE) BETWEEN EX WATER SERVICE AND NEW DRAINAGE CMP=1' (COF ENGINEERING DESIGN STANDARDS 13-09-001-0003). IF THERE IS A VERTICAL CONFLICT BETWEEN EX WATERLINE AND NEW DRAINAGE CMP, THE CONTRACTOR SHALL CONSTRUCT A VERTICAL REALIGNMENT OF WATER SERVICE.

450 (1 LS.) PROTECT EXISTING GAS LINE IN PLACE. COORDINATE WITH UTILITY OWNER.

451 (1 EA. CONTINGENCY PAY ITEM) CONTRACTOR TO FIELD VERIFY DEPTH AND LOCATION OF UTILITIES. RELOCATE AS NECESSARY. COORDINATE WITH UTILITY OWNER.

461 (234 SF.) CONSTRUCT DRIVEWAY ENTRANCE IN ACCORDANCE WITH MAG SD NO. 250-2, COMMERCIAL W=24'. MODIFIED FOR MINIMAL RISE TO ALLOW FOR OVERFLOW DRAINAGE TO OCCUR. SEE POINT TABLE FOR MODIFIED ELEVATIONS. MODIFIED TO REMOVE SIDEWALK LANDING.

462 (202 S.Y.) INSTALL NEW ASPHALT CONCRETE AND AGGREGATE BASE COURSE IN ACCORDANCE WITH MAG SS 310 & 321. PAVEMENT SECTION SHALL BE PER COF SD 10-09-010 OR MATCH EXISTING SECTION, WHICHEVER IS GREATER.

463 (250 S.F.) CONSTRUCT 5' (TYP) WIDE SIDEWALK IN ACCORDANCE WITH MAG SD NO. 230, MODIFIED TO PLACE 3" AB UNDER ALL CURB. MATCH EXISTING GRADES EXCEPT AS NOTED ON THIS GRADING PLAN.

464 (48 L.F.) CONSTRUCT 6" (TYPE "A") VERTICAL CURB AND GUTTER IN ACCORDANCE WITH MAG SD NO. 220, MODIFIED TO PLACE 3" AB UNDER ALL CURB. MATCH EXISTING GRADES EXCEPT AS NOTED ON THIS GRADING PLAN.

NOTES: CONTRACTOR TO FIELD VERIFY ALL EXISTING STORM DRAIN ELEVATIONS AND CATCH BASIN ELEVATIONS PRIOR TO CONSTRUCTION

POINT TABLE

POINT NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
5020	1529163.48	781151.72	6942.75	MH #1, INV IN 6939.33
5021	1529231.38	781114.85	6943.63	CB #2, INV OUT 6940.32
5022	1529149.70	781159.28	6942.60	MATCH EXISTING
5025	1529169.09	781166.67	6942.85	MATCH EXISTING
5026	1529176.09	781148.32	6943.00	MATCH EXISTING
5027	1529189.30	781097.43	6943.02	CB #3, INV CENTER 6940.10
5028	1529183.91	781127.79	6943.15	MATCH EXISTING
5029	1529194.21	781106.26	6943.30	DRIVEWAY
5030	1529177.87	781100.68	6943.45	DRIVEWAY
5032	1529188.64	781133.03	6943.38	MATCH EXISTING
5033	1529173.79	781110.35	6943.35	SE
5034	1529166.43	781122.83	6943.25	SE
5035	1529155.54	781142.40	6943.00	SE

GENERAL NOTES

FIELD TOPOGRAPHY AND BOUNDARY SURVEY INFORMATION USED TO PREPARE THIS DRAWING WERE MADE BY WOODSON ENGINEERING & SURVEY, INC. IN JUNE, 2012.

ALL ELEVATIONS SHOWN ON THE PLANS ARE FINISHED SURFACE ELEVATIONS (EXCEPT AS NOTED).

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112801

WOODSON ENGINEERING AND SURVEYING, INC.
124 N. ELDEN ST. • FLAGSTAFF, AZ 86001 • PHONE: (928) 774-4636 FAX: (928) 774-4646

11/8/12

FLAGSTAFF BUNDLED DRAINAGE
SAN FRANCISCO STREET
GRADING AND DRAINAGE PLAN

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-STAKE-IT
1-800-782-5348
(OUTSIDE MARICOPA COUNTY)

FN: 03 PLAN.dwg

REVISIONS:

Registered Professional Engineer (Civil)
CERTIFICATE NO. 34537
RICHARD L. SCHULLER
Date Signed 07-17-12
ARIZONA, U.S.A.
EXPIRES 3/31/2015

WOODSON
ENGINEERING AND SURVEYING, INC.
124 N. ELDEN ST.
FLAGSTAFF, AZ 86001
PHONE: (928) 774-4636 FAX: (928) 774-4646

FLAGSTAFF BUNDLED DRAINAGE CONSTRUCTION PLANS

420 N. SAN FRANCISCO STREET GRADING AND DRAINAGE PLAN

HOR SCALE: 1"=10'
VERT SCALE: NA
DATE: 07/17/12
PROJECT NO.: 112801
AGENCY NO.:
SHEET NO.: 4 OF 12

DESIGNED BY: JLC
DRAFTED BY: GGE
CHECKED BY: RLS

CONSTRUCTION NOTES
PUBLIC IMPROVEMENTS

502 (8 S.Y.) SAWCUT, REMOVE AND DISPOSE OF EXISTING ASPHALT PAVEMENT.

504 (37 L.F.) SAWCUT, REMOVE AND DISPOSE OF EXISTING CURB AND GUTTER.

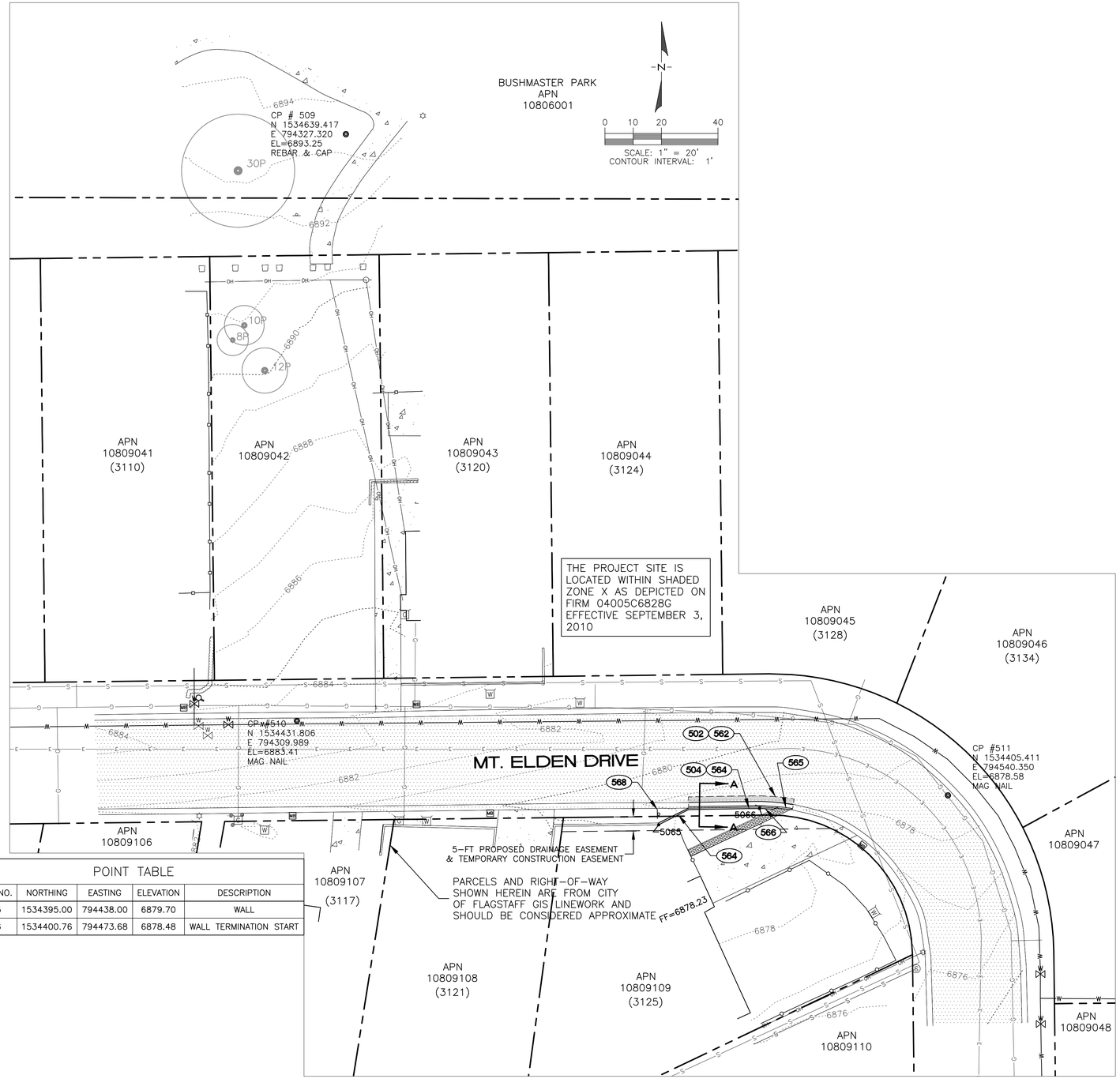
562 (8 S.Y.) INSTALL NEW ASPHALT CONCRETE AND AGGREGATE BASE COURSE IN ACCORDANCE WITH MAG SS 310 & 321. PAVEMENT SECTION SHALL BE PER COF SD 10-09-010 OR MATCH EXISTING SECTION, WHICHEVER IS GREATER.

564 (42 L.F.) CONSTRUCT 12" KNEE WALL IN ACCORDANCE WITH DETAIL ON THIS SHEET. MATCH EXISTING GRADES EXCEPT AS NOTED ON THIS GRADING PLAN. PROVIDE WATER TIGHT CONNECTION TO EXISTING WALL.

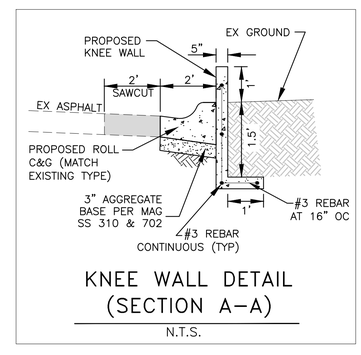
565 (37 L.F.) CONSTRUCT ROLL CURB AND GUTTER (TYPE "C", MATCH EXISTING) IN ACCORDANCE WITH MAG SD NO. 220, MODIFIED TO PLACE 3" AB UNDER ALL CURB. MATCH EXISTING GRADES.

566 (5 L.F.) INSTALL WALL TERMINATION TAPER TO H=0'.

568 (1 EA.) INSTALL STANDARD DELINEATOR PER COF STD DETAIL 10-06-011.



POINT TABLE				
POINT NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
5065	1534395.00	794438.00	6879.70	WALL
5066	1534400.76	794473.68	6878.48	WALL TERMINATION START



KNEE WALL DETAIL
(SECTION A-A)
N.T.S.

GENERAL NOTES

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1-800-782-5348
(OUTSIDE MARICOPA COUNTY)

FN: 03 PLAN.dwg

REVISIONS:

Registered Professional Engineer (Civil) CERTIFICATE NO. 34537 RICHARD L. SCHULLER Date Signed 03-06-12 ARIZONA, U.S.A.
EXPIRES 3/31/2015

WOODSON
ENGINEERING AND SURVEYING, INC.
124 N. ELDEN ST.
FLAGSTAFF, AZ 86001
PHONE: (928) 774-4636 FAX: (928) 774-4646

FLAGSTAFF BUNDLED DRAINAGE CONSTRUCTION PLANS

3125 E. MOUNT ELDEN DRIVE GRADING AND DRAINAGE PLAN

HOR SCALE: 1"=20'
VERT SCALE: NA
DATE: 07/17/12
PROJECT NO.: 112801
AGENCY NO.:
SHEET NO.: 5 OF 12

DESIGNED BY: JLC
DRAFTED BY: GGE
CHECKED BY: RLS

112801

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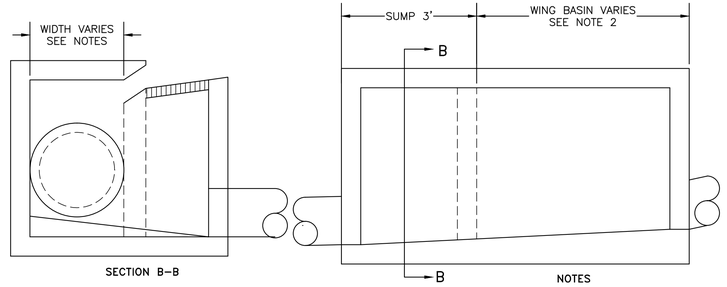
11/8/12

FLAGSTAFF BUNDLED DRAINAGE
MOUNT ELDEN DRIVE
GRADING AND DRAINAGE PLAN

POINT TABLE				
POINT NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
5001	1517413.94	772940.59	6916.03	INV OUT 6912.45
5002	1517421.46	772817.61	6924.43	CB#4, INV OUT 6920.16
5003	1517341.88	772976.85	6914.23	INV IN 6908.23
5004	1517219.92	773251.37	6907.11	INV 6902.61
5005	1517289.11	773277.49	6907.02	INV OUT 6903.44

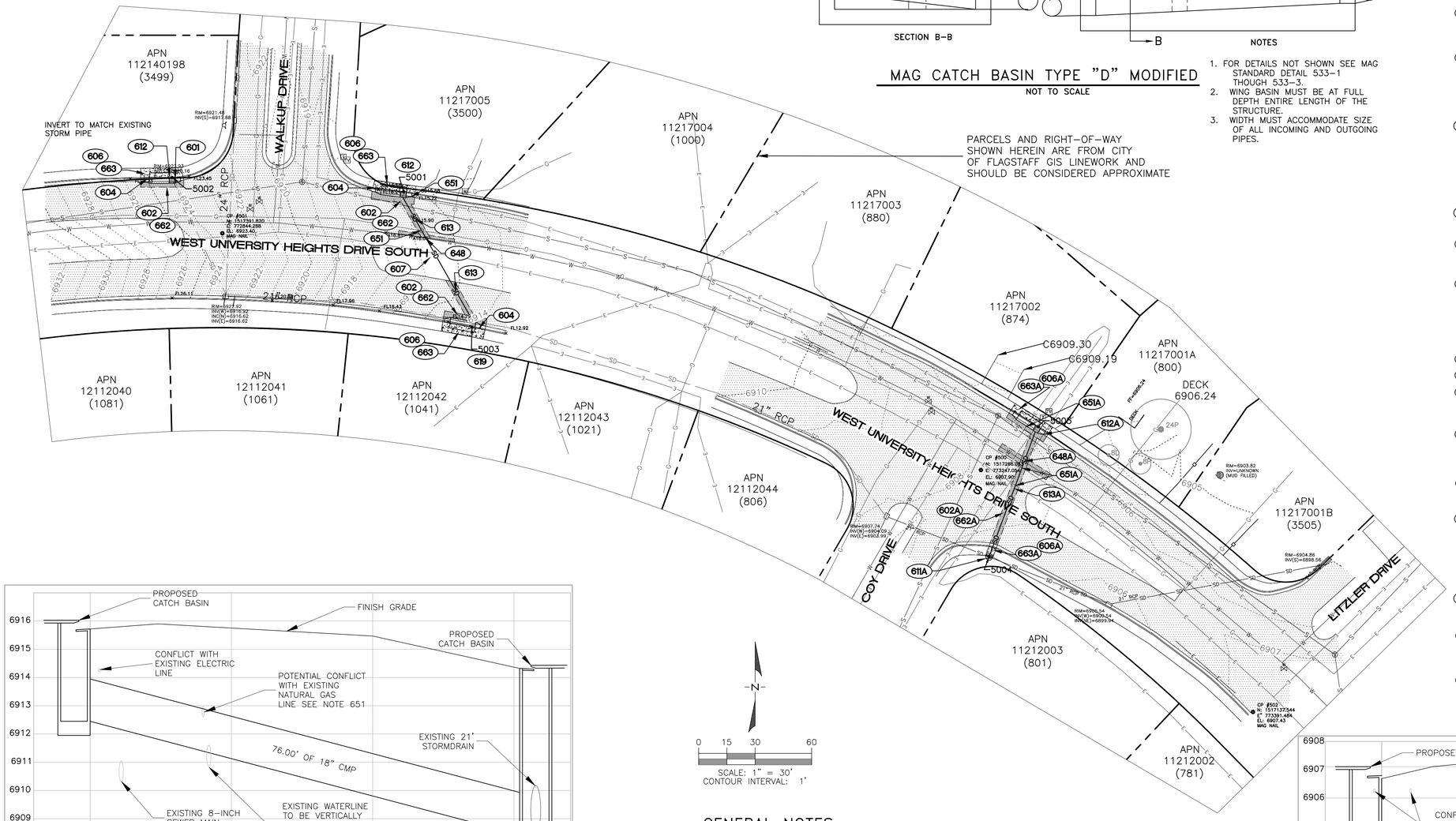
NOTES: CONTRACTOR TO FIELD VERIFY ALL EXISTING STORM DRAIN ELEVATIONS AND CATCH BASIN ELEVATIONS PRIOR TO CONSTRUCTION

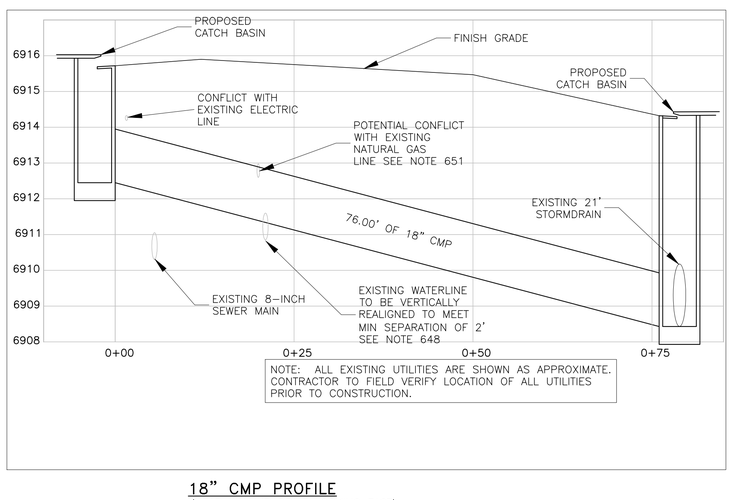


MAG CATCH BASIN TYPE "D" MODIFIED

NOT TO SCALE

1. FOR DETAILS NOT SHOWN SEE MAG STANDARD DETAIL 533–1 THOUGH 533–3.
2. WING BASIN MUST BE AT FULL DEPTH ENTIRE LENGTH OF THE STRUCTURE.
3. WIDTH MUST ACCOMMODATE SIZE OF ALL INCOMING AND OUTGOING PIPES.





18" CMP PROFILE
(NEAR WALKUP DRIVE LOOKING EAST)

GENERAL NOTES

FIELD TOPOGRAPHY AND BOUNDARY SURVEY INFORMATION USED TO PREPARE THIS DRAWING WERE MADE BY WOODSON ENGINEERING & SURVEY, INC. IN JUNE, 2012.

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CONSTRUCTION NOTES

PUBLIC IMPROVEMENTS

BASE BID

601 (1 EA.) SAWCUT, REMOVE & DISPOSE OF EXISTING CATCH BASIN.

602 (45 S.Y.) SAWCUT, REMOVE AND DISPOSE OF EXISTING ASPHALT PAVEMENT.

604 (66 L.F.) SAWCUT, REMOVE AND DISPOSE OF EXISTING CURB AND GUTTER.

606 (311 S.F.) SAWCUT, REMOVE & DISPOSE OF EXISTING SIDEWALK.

607 (1 L.S.) REMOVE EXISTING LANDSCAPE AS NECESSARY AND REPLACE IN KIND.

612 (2 EA.) CONSTRUCT MAG SD NO. 533 (L=10') TYPE "D" CATCH BASIN WITH BIKE FRIENDLY NEENAH TYPE "L" VANE GRATE. CONSTRUCT AT THE LOCATION IN THE POINT TABLE. CONTROL POINT LOCATED AT BACK OF CURB IN THE MIDDLE OF THE CATCH BASIN.

613 (77 L.F.) INSTALL 18" CMP (14 GA. HELICAL 2–2/3"X1/2") IN ACCORDANCE WITH MAG SS 601, 621, AND COF SD 8–02–010. CONNECT TO NEW CATCH BASINS OR MANHOLES PER LOCATIONS IN POINT TABLE.

619 (1 EA.) CONSTRUCT MAG SD NO. 533 (L=10') TYPE "D" CATCH BASIN AND MODIFIED PER DETAIL ON THIS SHEET WITH BIKE FRIENDLY NEENAH TYPE "L" VANE GRATE. CONSTRUCT AT THE LOCATION IN THE POINT TABLE. CONTROL POINT LOCATED AT BACK OF CURB IN THE MIDDLE OF THE CATCH BASIN. REMOVE EXISTING PIPE AS NEEDED.

648 (1 EA.) MAINTAIN MINIMUM VERTICAL SEPARATION (OUTSIDE OF PIPE TO OUTSIDE OF PIPE) BETWEEN EX WATERLINE AND NEW DRAINAGE CMP=1'(COF 13–09–001–0003). IF THERE IS A VERTICAL CONFLICT BETWEEN EX WATERLINE AND NEW DRAINAGE CMP, THE CONTRACTOR SHALL CONSTRUCT A VERTICAL REALIGNMENT OF WATERLINE IN ACCORDANCE WITH MAG SD NO. 370. VERTICAL ALIGNMENT MUST BE RESTRAINED PER MAG 303–1 & 303–2 AND CONSTRUCTED WITH RESTRAINED JOINT DUCTILE IRON PIPE.

651 (2 EA. CONTINGENCY PAY ITEM) CONTRACTOR TO FIELD VERIFY DEPTH AND LOCATION OF UTILITIES. RELOCATE AS NECESSARY. COORDINATE WITH UTILITY OWNER.

662 (45 S.Y.) INSTALL NEW ASPHALT CONCRETE AND AGGREGATE BASE COURSE IN ACCORDANCE WITH MAG SS 310 & 321. PAVEMENT SECTION SHALL BE PER COF SD 10–09–010 OR MATCH EXISTING SECTION, WHICHEVER IS GREATER.

663 (311 S.F.) CONSTRUCT 5' (TYP) WIDE SIDEWALK IN ACCORDANCE WITH MAG SD NO. 230, MODIFIED TO PLACE 3" AB UNDER ALL CURB. MATCH EXISTING GRADES.

ADD ALTERNATE #2

602A (46 S.Y.) SAWCUT, REMOVE AND DISPOSE OF EXISTING ASPHALT PAVEMENT.

606A (112 S.F.) SAWCUT, REMOVE & DISPOSE OF EXISTING SIDEWALK.

611A (1 EA.) CONSTRUCT 48" STORM DRAIN MANHOLE IN ACCORDANCE WITH MAG SD NO. 520 AND NO. 522 AT THE LOCATIONS LISTED IN THE POINT TABLE. CONNECT TO PROPOSED 18" CMP AND EXISTING 21" RCP. INVERT TO TIE INTO THE EXISTING 21" RCP. REMOVE EXISTING PIPE AS NEEDED.

612A (1 EA.) CONSTRUCT MAG SD NO. 533 (L=10') TYPE "D" CATCH BASIN WITH BIKE FRIENDLY NEENAH TYPE "L" VANE GRATE. CONSTRUCT AT THE LOCATION IN THE POINT TABLE. CONTROL POINT LOCATED AT BACK OF CURB IN THE MIDDLE OF THE CATCH BASIN.

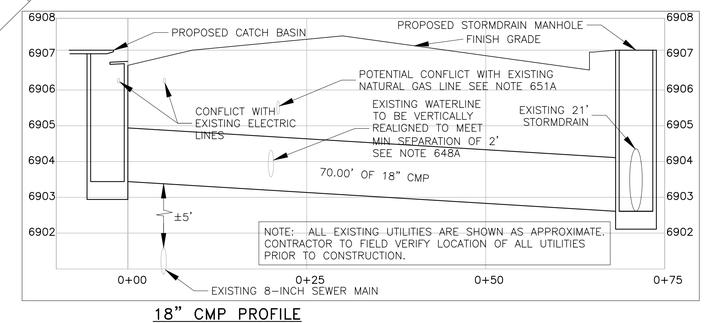
613A (71 L.F.) INSTALL 18" CMP (14 GA. HELICAL 2–2/3"X1/2") IN ACCORDANCE WITH MAG SS 601, 621, AND COF SD 8–02–010. CONNECT TO NEW CATCH BASINS OR MANHOLES PER LOCATIONS IN POINT TABLE.

648A (1 EA.) MAINTAIN MINIMUM VERTICAL SEPARATION (OUTSIDE OF PIPE TO OUTSIDE OF PIPE) BETWEEN EX WATERLINE AND NEW DRAINAGE CMP=1'(COF 13–09–001–0003). IF THERE IS A VERTICAL CONFLICT BETWEEN EX WATERLINE AND NEW DRAINAGE CMP, THE CONTRACTOR SHALL CONSTRUCT A VERTICAL REALIGNMENT OF WATERLINE IN ACCORDANCE WITH MAG SD NO. 370. VERTICAL ALIGNMENT MUST BE RESTRAINED PER MAG 303–1 & 303–2 AND CONSTRUCTED WITH RESTRAINED JOINT DUCTILE IRON PIPE.

651A (3 EA. CONTINGENCY PAY ITEM) CONTRACTOR TO FIELD VERIFY DEPTH AND LOCATION OF UTILITIES. RELOCATE AS NECESSARY. COORDINATE WITH UTILITY OWNER.

662A (46 S.Y.) INSTALL NEW ASPHALT CONCRETE AND AGGREGATE BASE COURSE IN ACCORDANCE WITH MAG SS 310 & 321. PAVEMENT SECTION SHALL BE PER COF SD 10–09–010 OR MATCH EXISTING SECTION, WHICHEVER IS GREATER.

663A (112 S.F.) CONSTRUCT 5' (TYP) WIDE SIDEWALK IN ACCORDANCE WITH MAG SD NO. 230, MODIFIED TO PLACE 3" AB UNDER ALL CURB. MATCH EXISTING GRADES.



18" CMP PROFILE
(NEAR COY DRIVE LOOKING SOUTHEAST)

112801

11/8/12

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FLAGSTAFF BUNDLED DRAINAGE
UNIVERSITY HEIGHTS DRIVE
GRADING AND DRAINAGE PLAN

CALL TWO WORKING DAYS BEFORE YOU DIG
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1-800-782-5348
(OUTSIDE MARICOPA COUNTY)

FN: 03 PLAN.dwg

REVISIONS:

Registered Professional Engineer
CERTIFICATE NO. 34537
RICHARD L. SCHULLER
Date signed 07-05-12
ARIZONA, U.S.A.
EXPIRES 3/31/2015

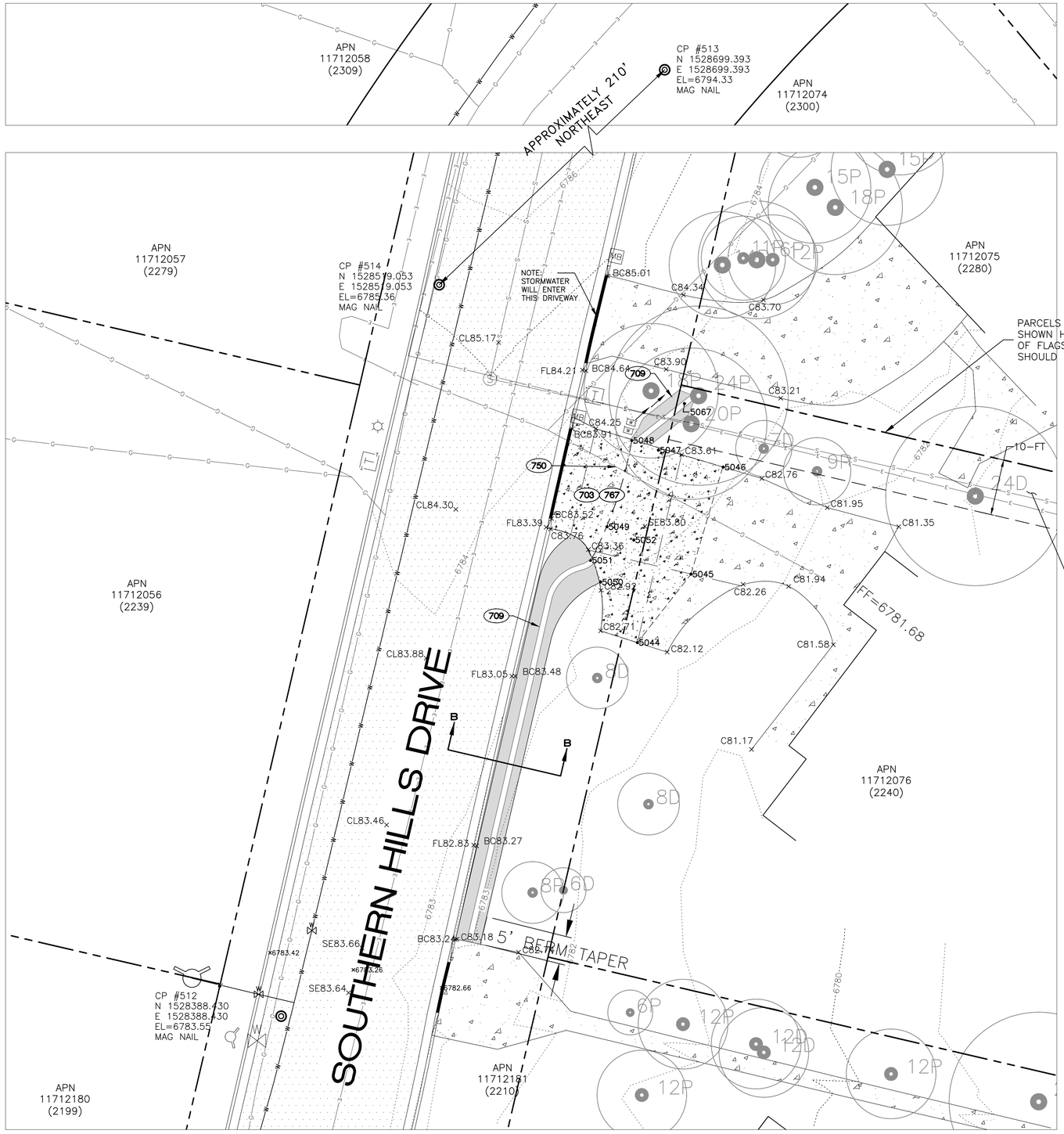
WOODSON
ENGINEERING AND SURVEYING, INC.
124 N. ELDEN ST.
FLAGSTAFF, AZ 86001
PHONE: (928) 774–4636 FAX: (928) 774–4646

FLAGSTAFF BUNDLED DRAINAGE CONSTRUCTION PLANS

800 S. UNIVERSITY HEIGHTS DRIVE GRADING AND DRAINAGE PLAN

HOR SCALE: 1"=30'
VERT SCALE: NA
DATE: 07/17/12
PROJECT NO.: 112801
AGENCY NO.:
SHEET NO.: 6 OF 12

DESIGNED BY: JLC
DRAFTED BY: GGE
CHECKED BY: RLS



PARCELS AND RIGHT-OF-WAY SHOWN HEREIN ARE FROM CITY OF FLAGSTAFF GIS LINEWORK AND SHOULD BE CONSIDERED APPROXIMATE

PROPOSED DRAINAGE EASEMENT & TEMPORARY CONSTRUCTION EASEMENT EXTENDED TO EAST PROPERTY LINE

BASE BID
CONSTRUCTION NOTES
PUBLIC IMPROVEMENTS

703 (732 S.F.) SAWCUT, REMOVE AND DISPOSE OF CONCRETE FROM EXISTING DRIVEWAY.

709 (86 L.F.) CONSTRUCT AND HAND COMPACT EARTHEN BERM PER DETAIL ON THIS SHEET. SEED AND STABILIZE PER SWPPP.

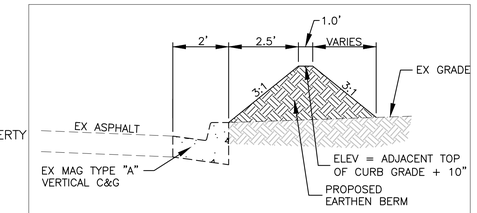
750 (1 LS.) PROTECT EXISTING GAS LINE IN PLACE. COORDINATE WITH UTILITY OWNER.

767 (732 SF.) CONSTRUCT DRIVEWAY, MATCH EXISTING SECTION. SEE POINT TABLE FOR MODIFIED ELEVATIONS.

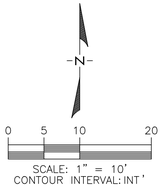
NOTE: CONTRACTOR TO STRINGLINE FINAL DRIVEWAY GRADE IN THREE PLACES MINIMUM TO OBTAIN HOMEOWNERS APPROVAL OF FINISH ELEVATIONS.

POINT TABLE

POINT NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
5044	1528455.14	800348.52	6782.35	DW, MATCH EXISTING
5045	1528467.38	800358.09	6782.61	DW, MATCH EXISTING
5046	1528486.49	800363.84	6783.18	DW, MATCH EXISTING
5047	1528489.52	800352.28	6784.30	DW
5048	1528491.25	800347.50	6784.50	DW, HIGH POINT
5049	1528475.84	800343.09	6784.50	DW, HIGH POINT
5050	1528465.96	800341.94	6784.00	DW
5051	1528469.84	800340.13	6784.35	DW, HIGH POINT
5052	1528473.47	800347.87	6783.80	DW
5067	1528497.83	800356.92	6784.50	TOP



SECTION B-B
N.T.S.



GENERAL NOTES

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112801

11/8/12

FLAGSTAFF BUNDLED DRAINAGE
SOUTHERN HILLS DRIVE
GRADING AND DRAINAGE PLAN

CALL TWO WORKING DAYS BEFORE YOU DIG
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1-800-782-5348
(OUTSIDE MARICOPA COUNTY)

FN: 03 PLAN.dwg

REVISIONS:

Registered Professional Engineer (Civil)
CERTIFICATE NO. 34537
RICHARD L. SCHULLER
Date Signed 03-06-12
ARIZONA, U.S.A.
EXPIRES 3/31/2015

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ENGINEERING AND SURVEYING, INC.
124 N. ELDEN ST.
FLAGSTAFF, AZ 86001
PHONE: (928) 774-4636 FAX: (928) 774-4646

FLAGSTAFF BUNDLED DRAINAGE
CONSTRUCTION PLANS

2240 SOUTHERN HILLS DRIVE
GRADING AND DRAINAGE PLAN

HOR SCALE: 1"=20'
VERT SCALE: NA
DATE: 07/17/12
PROJECT NO.: 112801
AGENCY NO.:
SHEET NO.: 7 OF 12

DESIGNED BY: JLC
DRAFTED BY: GGE
CHECKED BY: RLS

CONSTRUCTION SEQUENCING:

EROSION CONTROL SILT FENCE PER PLAN AND STABILIZED CONSTRUCTION ENTRANCES AT ALL CONSTRUCTION ENTRANCES TO THE SITE.

SITE CLEARING.

GENERAL SITE GRADING AND UTILITY INSTALLATIONS.

SEED/SOD STABILIZATION WITHIN TWO WEEKS AFTER COMPLETION OF FINAL GRADING OR DISTURBANCE.

REMOVE CONSTRUCTION SEDIMENT FROM DETENTION STORAGE AREAS AND STORM SEWER AS NECESSARY TO RE-ESTABLISH SITE TO SPECIFICATIONS INDICATED ON THE PLAN.

AFTER STABILIZATION, REMOVE SILT FENCE WITH MINIMAL DISTURBANCE.

SWPPP CONSTRUCTION NOTES:

1. DUST CONTROL WILL BE ACHIEVED ACCORDING TO BMP STANDARDS AS SHOWN ON THE DETAIL BMP 43-46 ON SHEET 12.

2. ALL SUBCONTRACTORS WILL BE RESPONSIBLE FOR CLEANOFF OF MUD OR DIRT PRIOR TO ENTRY ONTO CITY STREETS.

3. NO MAINTENANCE OF VEHICLES WILL BE DONE ONSITE.

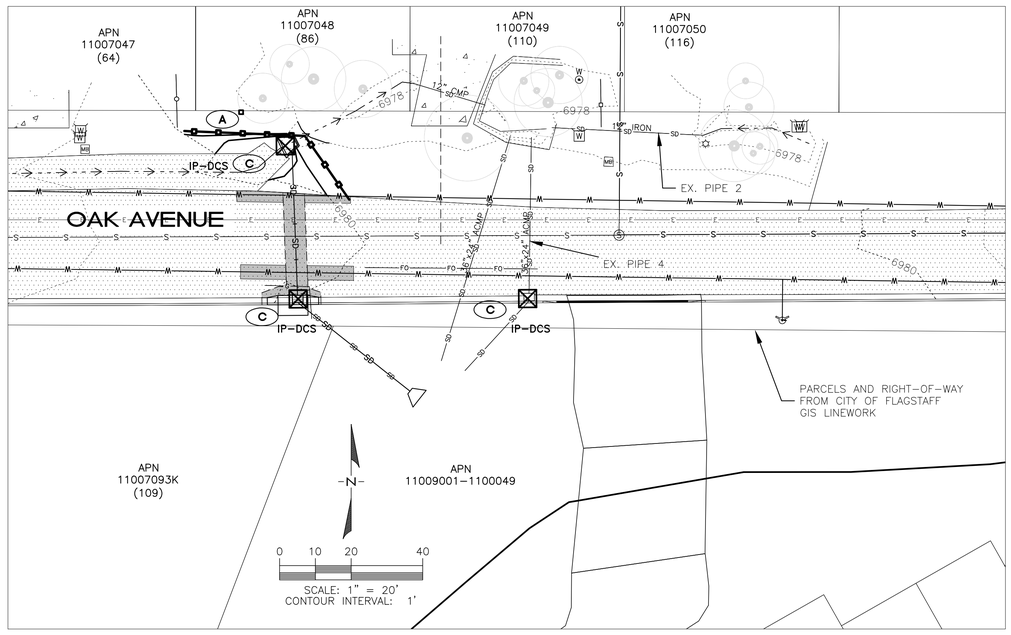
4. A FENCED YARD FOR EQUIPMENT WILL BE MAINTAINED AT THE SITE. SUBCONTRACTORS WILL FURNISH FENCE TO MAINTAIN SUPPLIES AND MINIMIZE WIND BLOWING DEBRIS. ALL DEBRIS TO BE PICKED UP ON A DAILY BASIS.

5. ANY GAS OR OIL SPILLED WILL REQUIRE IMMEDIATE NOTIFICATION TO OWNER AND APPROPRIATE CLEAN-UP. ANY CONTAMINATED SOIL SHALL BE HAULED TO HAZARDOUS WASTE LOCATION.

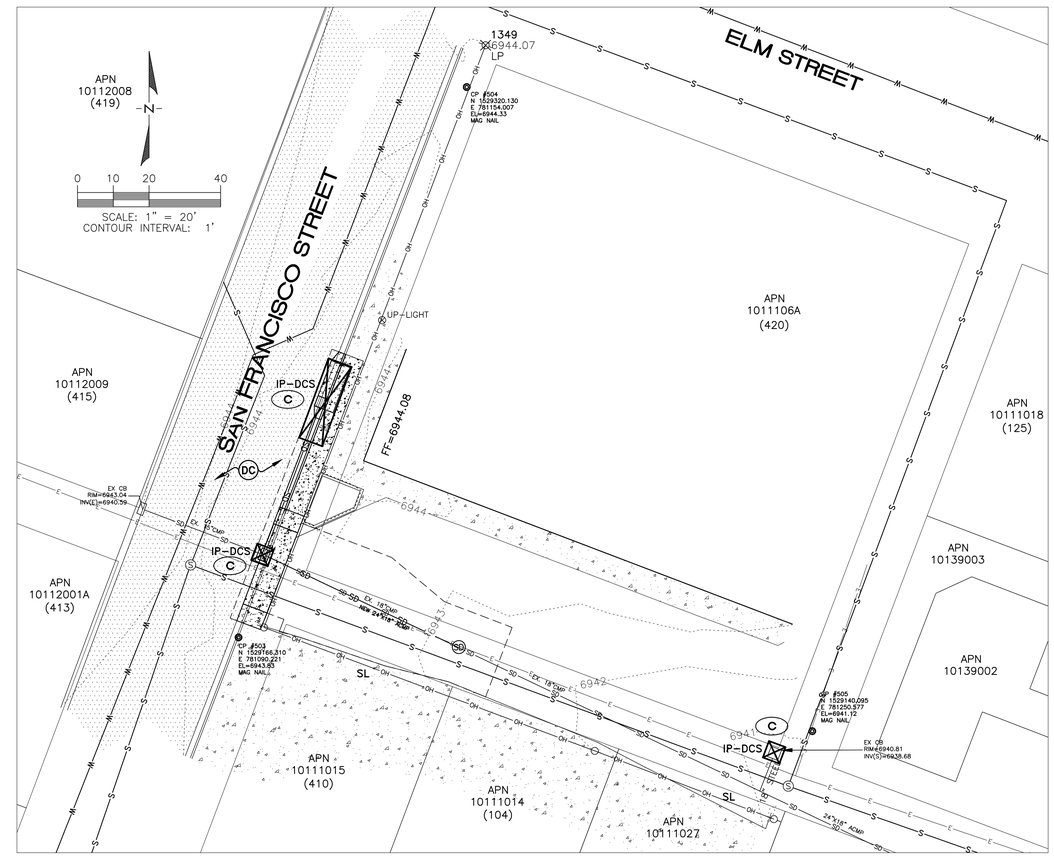
NOTE:

INLET PROTECTION SHALL BE PROVIDED FOR ALL STORM DRAIN(S) DURING CONSTRUCTION TO ENSURE THEY ARE NOT SILTED IN. PROVIDE INLET PROTECTION PER DETAIL DANDY CURB SACK INLET PROTECTION, SHEET 12. IF INLET IS UNSUITABLE FOR DANDY CURB INLET PROTECTION AND IF THE CITY ENGINEER APPROVES, PROVIDE INLET PROTECTION PER DETAIL BMP #69-73 ON SHEET 12.

110 E. OAK AVENUE



420 N. SAN FRANCISCO STREET



LEGEND

A	SF	SILT FENCE, BMP 63-68
B	IP	STORM DRAIN INLET PROTECTION, BMP 69-73
C	IP-DCS	STORM DRAIN INLET PROTECTION, DANDY CURB SACK
	DC	DUST CONTROL, BMP 43-46
E	SL	SEDIMENT LOG

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-STAKE-IT
1-800-782-5348
(OUTSIDE MARICOPA COUNTY)

FN: 03 SWPPP.dwg

REVISIONS:

Registered Professional Engineer (Civil) CERTIFICATE NO. 34537 RICHARD L. SCHULLER Date signed: 07-16-12 ARIZONA U.S.A.
EXPIRES 3/31/2015

WOODSON
ENGINEERING AND SURVEYING, INC.
124 N. ELDEN ST.
FLAGSTAFF, AZ 86001
PHONE: (928) 774-4636 FAX: (928) 774-4646

FLAGSTAFF BUNDLED DRAINAGE
CONSTRUCTION PLANS

110 E. OAK AVENUE
420 N. SAN FRANCISCO STREET
SWPPP

HOR SCALE: 1"=20'
VERT SCALE: NA
DATE: 07/17/12
PROJECT NO.: 112801
AGENCY NO.:
SHEET NO.: 8 OF 12

DESIGNED BY: JJC
DRAFTED BY: GGE
CHECKED BY: RLS

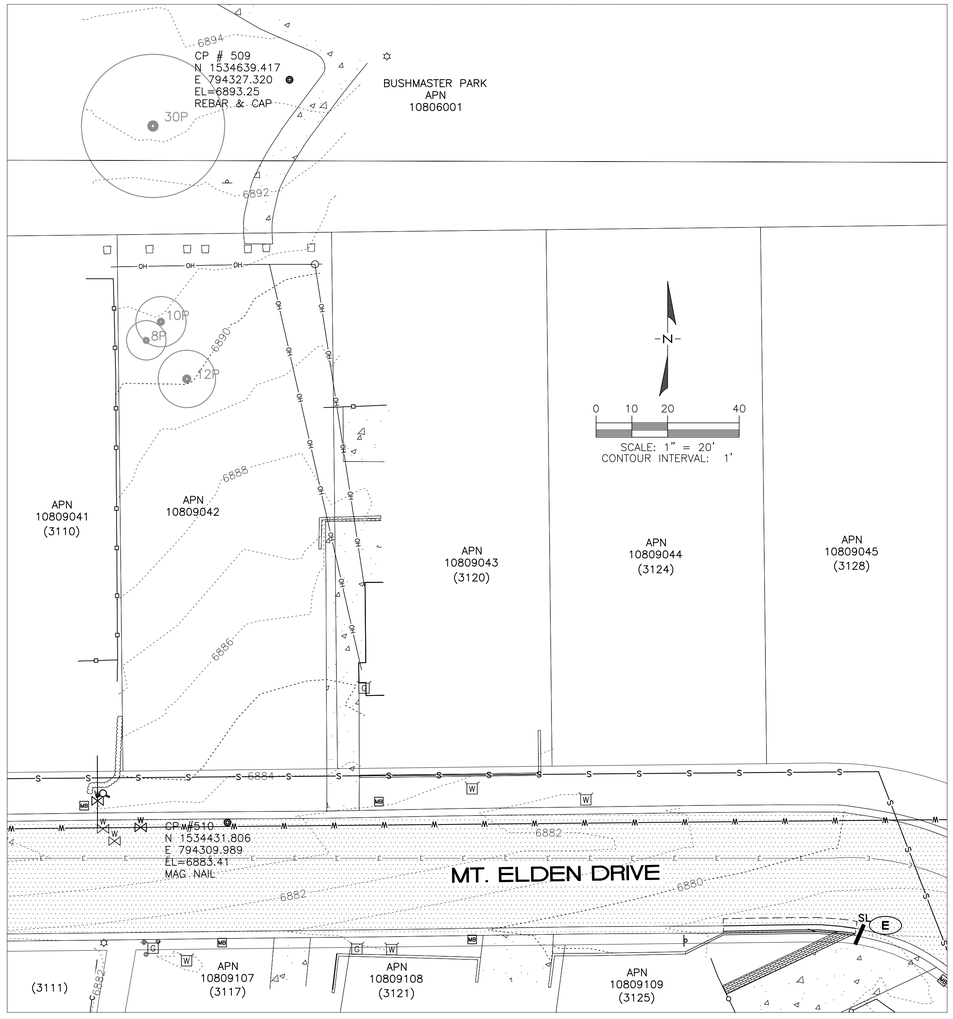
112801

WOODSON ENGINEERING AND SURVEYING, INC.
124 N. ELDEN ST. • FLAGSTAFF, AZ 86001 • PHONE: (928) 774-4636 FAX: (928) 774-4646

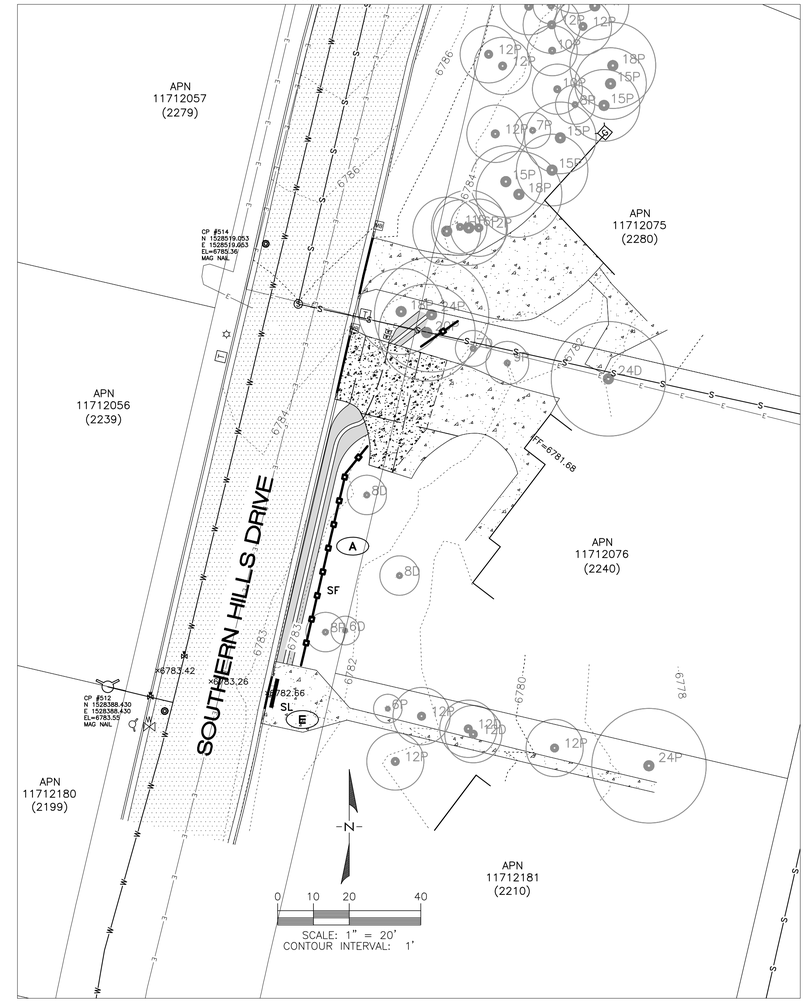
11/08/12

FLAGSTAFF BUNDLED DRAINAGE
OAK STREET AND SAN FRANCISCO STREET
SWPPP

3125 E. MOUNT ELDEN DRIVE



2240 SOUTHERN HILLS DRIVE



CONSTRUCTION SEQUENCING:

EROSION CONTROL SILT FENCE PER PLAN AND STABILIZED CONSTRUCTION ENTRANCES AT ALL CONSTRUCTION ENTRANCES TO THE SITE.

SITE CLEARING.

GENERAL SITE GRADING AND UTILITY INSTALLATIONS.

SEED/SOD STABILIZATION WITHIN TWO WEEKS AFTER COMPLETION OF FINAL GRADING OR DISTURBANCE.

REMOVE CONSTRUCTION SEDIMENT FROM DETENTION STORAGE AREAS AND STORM SEWER AS NECESSARY TO RE-ESTABLISH SITE TO SPECIFICATIONS INDICATED ON THE PLAN.

AFTER STABILIZATION, REMOVE SILT FENCE WITH MINIMAL DISTURBANCE.

NOTE:

INLET PROTECTION SHALL BE PROVIDED FOR ALL STORM DRAIN(S) DURING CONSTRUCTION TO ENSURE THEY ARE NOT SILTED IN. PROVIDE INLET PROTECTION PER DETAIL DANDY CURB SACK INLET PROTECTION, SHEET 12. IF INLET IS UNSUITABLE FOR DANDY CURB INLET PROTECTION AND IF THE CITY ENGINEER APPROVES, PROVIDE INLET PROTECTION PER DETAIL BMP #69-73 ON SHEET 12.

SWPPP CONSTRUCTION NOTES:

1. DUST CONTROL WILL BE ACHIEVED ACCORDING TO BMP STANDARDS AS SHOWN ON THE DETAIL BMP 43-46 ON SHEET 12.

2. ALL SUBCONTRACTORS WILL BE RESPONSIBLE FOR CLEANOFF OF MUD OR DIRT PRIOR TO ENTRY ONTO CITY STREETS.

3. NO MAINTENANCE OF VEHICLES WILL BE DONE ONSITE.

4. A FENCED YARD FOR EQUIPMENT WILL BE MAINTAINED AT THE SITE. SUBCONTRACTORS WILL FURNISH FENCE TO MAINTAIN SUPPLIES AND MINIMIZE WIND BLOWING DEBRIS. ALL DEBRIS TO BE PICKED UP ON A DAILY BASIS.

5. ANY GAS OR OIL SPILLED WILL REQUIRE IMMEDIATE NOTIFICATION TO OWNER AND APPROPRIATE CLEAN-UP. ANY CONTAMINATED SOIL SHALL BE HAULED TO HAZARDOUS WASTE LOCATION.

LEGEND

A	SF	SILT FENCE, BMP 63-68
B	IP	STORM DRAIN INLET PROTECTION, BMP 69-73
C	IP-DCS	STORM DRAIN INLET PROTECTION, DANDY CURB SACK
	DC	DUST CONTROL, BMP 43-46
E	SL	SEDIMENT LOG

DATE

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-STAKE-IT
1-800-782-5348
(OUTSIDE MARICOPA COUNTY)

FN: 03 SWPPP.dwg

REVISIONS:

Registered Professional Engineer (Civil) CERTIFICATE NO. 34537 RICHARD L. SCHULLER Date Signed 02-20-15 ARIZONA, U.S.A.
EXPIRES 3/31/2015

WOODSON
ENGINEERING AND SURVEYING, INC.
124 N. ELDEN ST.
FLAGSTAFF, AZ 86001
PHONE: (928) 774-4636 FAX: (928) 774-4646

FLAGSTAFF BUNDLED DRAINAGE
CONSTRUCTION PLANS

2240 SOUTHERN HILLS DRIVE
3125 E. MOUNT ELDEN DRIVE
SWPPP

HOR SCALE: 1"=20'
VERT SCALE: NA
DATE: 07/17/12
PROJECT NO.: 112801
AGENCY NO.:
SHEET NO.: 9 OF 12

DESIGNED BY: JLC
DRAFTED BY: GGE
CHECKED BY: RLS

112801

11/08/12

WOODSON ENGINEERING AND SURVEYING, INC.
124 N. ELDEN ST. • FLAGSTAFF, AZ 86001 • PHONE: (928) 774-4636 FAX: (928) 774-4646

FLAGSTAFF BUNDLED DRAINAGE
MOUNT ELDEN DRIVE AND SOUTHERN HILLS DRIVE
SWPPP

LEGEND

A	SF	SILT FENCE, BMP 63–68
B	IP	STORM DRAIN INLET PROTECTION, BMP 69–73
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SWPPP CONSTRUCTION NOTES:

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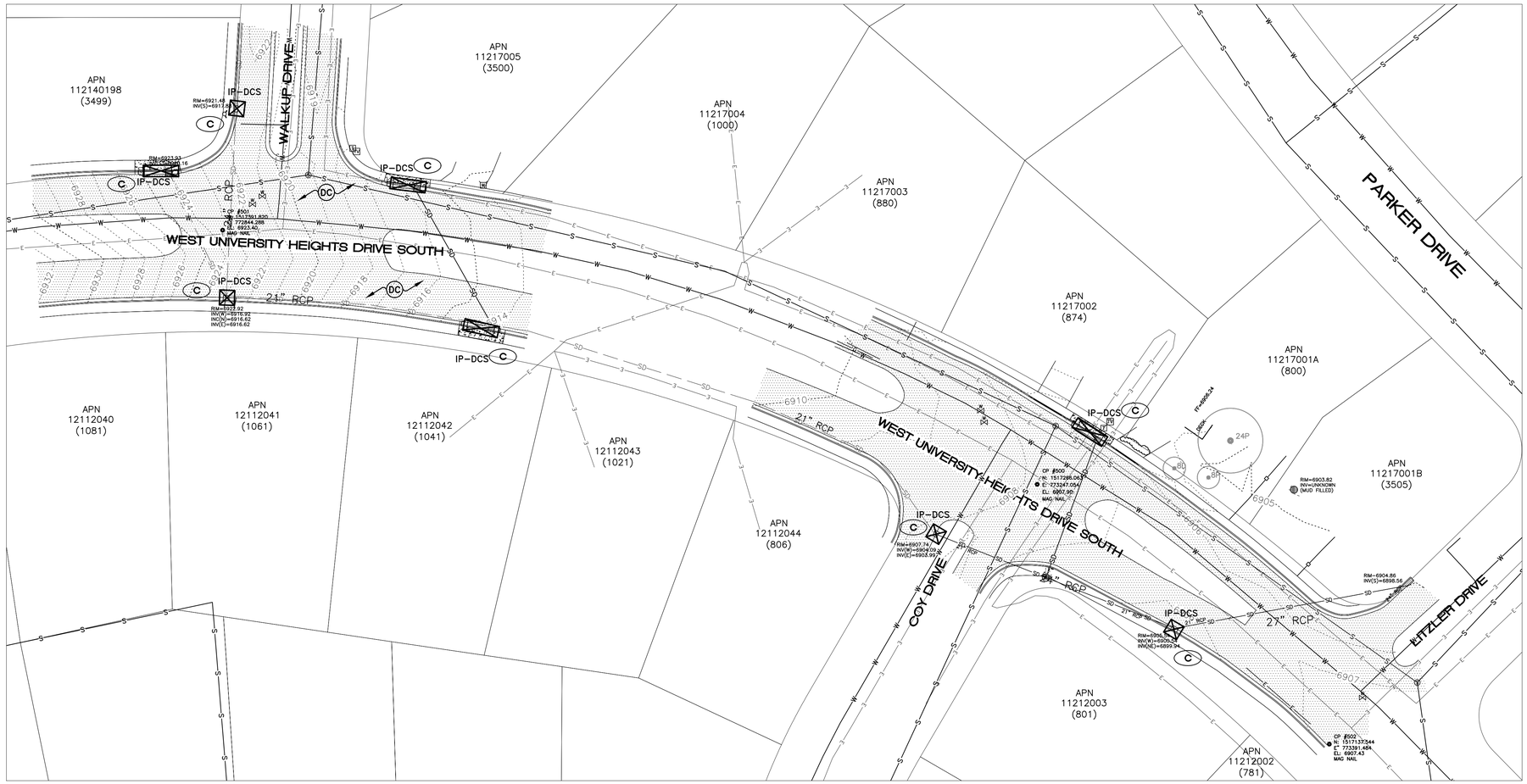

CONSTRUCTION SEQUENCING:

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N

0 15 30 60

SCALE: 1" = 30'
CONTOUR INTERVAL: 1'

CALL TWO WORKING DAYS BEFORE YOU DIG
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(OUTSIDE MARICOPA COUNTY)

FN: 03 SWPPP.dwg

REVISIONS:

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EXPIRES 3/31/2015

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124 N. ELDEN ST.
FLAGSTAFF, AZ 86001
PHONE: (928) 774–4636 FAX: (928) 774–4646

FLAGSTAFF BUNDLED DRAINAGE CONSTRUCTION PLANS

800 S. UNIVERSITY HEIGHTS DRIVE SWPPP

HOR SCALE: 1"=30'
VERT SCALE: NA
DATE: 07/17/12
PROJECT NO.: 112801
AGENCY NO.:
SHEET NO.: 10 OF 12

DESIGNED BY: JLC
DRAFTED BY: GGE
CHECKED BY: RLS

FLAGSTAFF BUNDLED DRAINAGE
UNIVERSITY HEIGHTS DRIVE
SWPPP

11/08/12

112801

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124 N. ELDEN ST. • FLAGSTAFF, AZ 86001 • PHONE: (928) 774–4636 FAX: (928) 774–4646

SYMBOL	DUST CONTROL BMP-43	FLOOD CONTROL DISTRICT OF MARICOPA COUNTY 1 OF 4
D.C.		

DIAGRAM

CONDITIONS WHERE PRACTICE APPLIES

- ___ PERIMETER CONTROL
- * SLOPE PROTECTION
- ___ SEDIMENT TRAPPING
- ___ DRAINAGE WAY & STREAM PROTECTION
- * TEMPORARY STABILIZATION
- ___ PERMANENT STABILIZATION & EXPOSURE LIMITS
- ___ NON-SEDIMENT POLLUTION CONTROL

DEFINITION

A COMPREHENSIVE PLAN TO LIMIT OFF-SITE SEDIMENTATION BY CONTROLLING THE SITES POTENTIAL FOR PRODUCING AIR BORNE FUGITIVE DUST AND TRACK-OUT OF SEDIMENTS.

PURPOSE

SEDIMENTS WHICH ARE TRANSPORTED FROM CONSTRUCTION SITES BY STORMWATER RUNOFF, WIND, EROSION AND VEHICLE TRACKOUT ARE OFTEN RE-DISPERSED TO THE AIR BY SUBSEQUENT VEHICULAR TRAFFIC AND HIGH WINDS. LIKEWISE, THESE SEDIMENTS MAY BE TRANSPORTED BY THE NEXT RAINFALL INTO PUBLIC STORM SEWER SYSTEMS. IMPLEMENTATION OF CONTROL MEASURES TO MINIMIZE THE GENERATION OF FUGITIVE DUST FROM CONSTRUCTION SITES WILL ALSO LIMIT QUANTITY OF SEDIMENTS IN STORMWATER.

APPROPRIATE APPLICATIONS

PRIMARY SOURCES OF DUST FROM DEVELOPMENT AND CONSTRUCTION ACTIVITIES ARE:

- GRADING OPERATIONS (LAND CLEARING AND EARTHMOVING)
- DRILLING AND BLASTING
- BATCH DROP OPERATIONS (LOADER OPERATION)
- EXPOSED AREAS, CLEARED UNSTABILIZED AREA
- VEHICLE TRAFFIC ON UNPAVED SURFACES
- SEDIMENT TRACKING ON PAVED SURFACES
- BLASTING AND WRECKING BALL OPERATIONS
- SOIL AND DEBRIS STORAGE PILES

THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH THE REQUIREMENTS OF THE AIR POLLUTION CONTROL PERMIT. REFER TO APPENDIX D FOR ADDITIONAL INFORMATION ON DUST CONTROL IN MARICOPA COUNTY. THE DIVISION OF AIR POLLUTION CONTROL'S APPROACH TO REDUCE AIR POLLUTION FROM CONSTRUCTION SITES WILL BE TO REQUIRE:

SYMBOL	DUST CONTROL BMP-44	FLOOD CONTROL DISTRICT OF MARICOPA COUNTY 2 OF 4
D.C.		

- PERMITS REQUIRE THE USE OF REASONABLY AVAILABLE DUST CONTROL MEASURES.
- ENFORCE VISIBLE OPACITY EMISSION LIMITS TO DETERMINE COMPLIANCE
- REQUIRE DUST CONTROL PLANS FOR CONSTRUCTION OR LAND CLEARING PROJECTS
- ENFORCEMENT ACTIVITIES WITH PRIORITY GIVEN TO CITIZEN COMPLAINTS
- REQUIRE CONTRACTORS TO MAINTAIN RECORDS.

PLANNING CONSIDERATIONS

MANY OF THE REASONABLY AVAILABLE CONTROL MEASURES FOR CONTROLLING FUGITIVE DUST FROM CONSTRUCTION SITES CAN ALSO BE IMPLEMENTED AS BEST MANAGEMENT PRACTICES FOR STORMWATER POLLUTION PREVENTION. THOSE BEST MANAGEMENT PRACTICES INCLUDE:

- PAVE, VEGETATE, OR CHEMICALLY STABILIZE ACCESS POINTS TO PAVED ROADS
- PROVIDE COVERS FOR TRUCKS TRANSPORTING MATERIALS THAT CONTRIBUTE DUST
- PROVIDE FOR WET SUPPRESSION OR CHEMICAL STABILIZATION OF EXPOSED SOILS.
- PROVIDE FOR RAPID CLEANUP OF SEDIMENTS DEPOSITED ON PAVED ROADS.
- FURNISH STABILIZED CONSTRUCTION ROAD ENTRANCES AND VEHICLE WASH DOWN AREAS.
- STABILIZE UNPAVED HAUL ROADS, PARKING AND STAGING AREAS.
- IMPLEMENT DUST CONTROL SEDIMENT-LADEN STORMWATER ONTO PAVED SURFACES.
- STABILIZE ABANDONED CONSTRUCTION SITE USING VEGETATION OR CHEMICAL STABILIZATION METHODS.
- LIMIT THE AMOUNT OF AREAS DISTURBED BY CLEARING AND EARTH MOVING OPERATIONS BY SCHEDULING THESE ACTIVITIES IN PHASES.

THE FOLLOWING TABLE, DUST CONTROL APPLICATION PROVIDES GUIDANCE ON THE APPROPRIATE BEST MANAGEMENT PRACTICES RECOMMENDED FOR TYPICAL FIELD OPERATIONS AND CONDITIONS.
THERE ARE MANY PRODUCTS AVAILABLE AS DUST PALLIATIVES FOR CHEMICALLY STABILIZING GRAVEL ROADWAYS AND STOCKPILES. THE TYPES OF CHEMICALS AVAILABLE AND RECOMMENDATIONS FOR THEIR USE ARE TABULATED IN THE CHART OF COMMONLY USED DUST PALLIATIVES.

MAINTENANCE REQUIREMENTS

DUST CONTROL IS AN ONGOING PROCESS DURING SITE CONSTRUCTION. RE-APPLICATION OF DUST CONTROL MEASURE MAY BE NECESSARY UNTIL CONSTRUCTION IS COMPLETE.

SYMBOL	DUST CONTROL BMP-45	FLOOD CONTROL DISTRICT OF MARICOPA COUNTY 3 OF 4
D.C.		

FIELD CONDITION	PERMANENT VEGETATION	MULCHING	WET SUPPRESSION (WATERING)	CHEMICAL DUST SUPPRESSION	GRAVEL OR ASPHALT SURFACING	SAND FENCES	TEMPORARY GRAVEL CONSTRUCTION ENTRANCES/ EQUIPMENT WASH DOWN	HAUL TRUCK COVERS	MINIMIZE EXTENT OF AREA DISTURBED
DISTURBED AREAS NOT SUBJECT TO TRAFFIC	X	X	X	X	X				
DISTURBED AREAS SUBJECT TO TRAFFIC			X	X	X				X
MATERIAL STOCK PILE STABILIZATION			X	X		X			
DEMOLITION			X				X	X	
CLEARING/ EXCAVATION			X	X					X
TRUCK TRAFFIC ON UNPAVED ROADS			X	X	X			X	
MUD/DIRT CARRYOUT					X		X		

SYMBOL	DUST CONTROL BMP-46	FLOOD CONTROL DISTRICT OF MARICOPA COUNTY 4 OF 4
D.C.		

COMMONLY USED CHEMICAL DUST PALLIATIVES

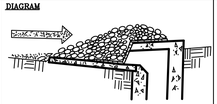
	SALTS	LIGNOSULFATES	BITUMENS
	DELIQUESCENT AND HYDROSCOPIC CHEMICALS	ORGANIC NON-BITUMINOUS BINDERS	PETROLEUM BASED PRODUCTS*
CHEMICAL TYPES	• CALCIUM CHLORIDE • MAGNESIUM CHLORIDE • NATURAL BRINES	• CALCIUM LIGNOSULFONATE • SODIUM LIGNOSULFONATE • AMMONIUM LIGNOSULFONATE	• BUNKER OIL • ASPHALT PRIMER • EMULSIFIED ASPHALT
LIMITATIONS	CAN LOSE EFFECTIVENESS IN DRY PERIODS WITH LOW HUMIDITY. LEACHES FROM ROAD IN HEAVY RAIN. NOT RECOMMENDED FOR GRAVEL ROAD SURFACES WITH LOW FINES. RECOMMEND 10-20% FINES.	NOT AFFECTED BY DRY WEATHER AND LOW HUMIDITY. LEACHED FROM ROAD IN HEAVY RAIN IF NOT SUFFICIENTLY CURED. BEST PERFORMANCE ON GRAVEL ROADS WITH HIGH SURFACE FINES (10-30%) AND DENSE COMPACT SURFACE WITH NO LOOSE GRAVEL.	GENERALLY EFFECTIVE REGARDLESS OF CLIMATE CONDITIONS MAY POTHOLE IN WET WEATHER. BEST PERFORMANCE ON GRAVEL ROADS WITH 5-10% FINES.
COMMENTS	CALCIUM CHLORIDE IS POPULAR. MAY BECOME GRAVEL SURFACES WITH HIGH FINES.	INEFFECTIVE ON GRAVEL SURFACES LOW IN FINES. MAY BECOME SLIPPERY WHEN WET ON GRAVEL SURFACES WITH HIGH FINES CONTENT.	CREATES A HARDENED CRUST.

*MOTOR OILS AND OIL TREATMENTS ARE NOT RECOMMENDED DUE TO ADVERSE EFFECTS ON PLANT LIFE AND GROUNDWATER.

*NOT RECOMMENDED DUE TO ADVERSE EFFECTS ON PLAN LIFE.

SYMBOL	STORM DRAIN INLET PROTECTION BMP-69	FLOOD CONTROL DISTRICT OF MARICOPA COUNTY 1 OF 5
I.P.		

DIAGRAM



CONDITIONS WHERE PRACTICE APPLIES

- ___ PERIMETER CONTROL
- * SLOPE PROTECTION
- ___ SEDIMENT TRAPPING
- ___ DRAINAGEWAY & STREAM PROTECTION
- ___ TEMPORARY STABILIZATION
- ___ PERMANENT STABILIZATION & EXPOSURE LIMITS
- ___ NON-SEDIMENT POLLUTION CONTROL

DEFINITION

A SEDIMENT FILTER OF AN EXCAVATED IMPOUNDING AREA AROUND A STORM DRAIN, DROP INLET OR CURB INLET.

PURPOSE

TO PREVENT SEDIMENT FROM ENTERING STORM DRAINAGE SYSTEMS PRIOR TO PERMANENT STABILIZATION OF THE DISTURBED AREA.

APPROPRIATE APPLICATIONS

WHERE STORM DRAIN INLETS ARE TO BE MADE OPERATIONAL BEFORE PERMANENT STABILIZATION OF THE DISTURBED DRAINAGE AREA. DIFFERENT TYPES OF STRUCTURES ARE APPLICABLE TO DIFFERENT CONDITIONS:

A. FILTER FABRIC FENCE – APPLICABLE WHERE THE INLET DRAINS A RELATIVELY SMALL (LESS THAN 1 ACRE) FLAT AREA (LESS THAN 5 PERCENT SLOPE). DO NOT PLACE FABRIC UNDER GRATE AS THE COLLECTED SEDIMENT MAY FALL INTO THE DRAIN WHEN THE FABRIC IS RETRIEVED.

B. EXCAVATED DROP INLET SEDIMENT TRAP – PROTECTION AGAINST SEDIMENT ENTERING A STORM DRAIN INLET CAN BE PROVIDED BY EXCAVATING AN AREA IN THE APPROACH TO THE DRAIN. THE DRAINAGE AREA FOR A DRAIN PROTECTED IN THIS MANNER IS ONE ACRE. PROVIDE WEEP HOLES TO DRAIN THE SHALLOW POOL

♦ ADVANTAGES:

- INLET PROTECTION PREVENTS SEDIMENT FROM ENTERING THE STORM DRAIN SYSTEM AND CLOGGING IT.

SYMBOL	STORM DRAIN INLET PROTECTION BMP-70	FLOOD CONTROL DISTRICT OF MARICOPA COUNTY 2 OF 5
I.P.		

LIMITATIONS

- PONDING WILL OCCUR AT THE INLET WITH POSSIBLE SHORT TERM FLOODING.
- CURB INLETS ON SLOPES CANNOT BE EFFECTIVELY PROTECTED BECAUSE THE STORMWATER WILL BYPASS THE INLET AND CONTINUE DOWNGRADE.
- FILTER FABRIC FENCES ARE LIMITED TO STORM DRAIN INLETS FOR SMALL DRAINAGE AREAS OF FIVE ACRES OR LESS. FOR LARGER DRAINAGE AREAS, SMALLER SEDIMENT CATCHMENT AREAS ARE RECOMMENDED.

PLANNING CONSIDERATIONS

WHERE STORM SEWERS ARE MADE OPERATIONAL BEFORE THEIR DRAINAGE AREA IS STABILIZED, OR WHERE CONSTRUCTION IS ADJACENT TO AN EXISTING STORM SEWER, LARGE AMOUNTS OF SEDIMENT MAY ENTER THE STORM SEWER SYSTEM, IN CASES OF EXTREME SEDIMENT LOADING, THE STORM SEWER ITSELF MAY CLOG AND LOSE A MAJOR PORTION OF ITS CAPACITY. TO AVOID THESE PROBLEMS, IT IS NECESSARY TO PREVENT SEDIMENT FROM ENTERING THE SYSTEM AT THE INLETS.

THIS PRACTICE CONTAINS SEVERAL TYPES OF INLET FILTERS AND TRAPS WHICH HAVE DIFFERENT APPLICATIONS DEPENDENT UPON SITE CONDITIONS AND TYPE OF INLET. OTHER INNOVATIVE TECHNIQUES FOR ACCOMPLISHING THE SAME PURPOSE ARE ENCOURAGED, BUT ONLY AFTER SPECIFIC PLANS AND DETAILS ARE SUBMITTED TO AND APPROVED BY THE LOCAL GOVERNMENT.

DESIGN AND SIZING CRITERIA

GRATES AND SPACES OF ALL INLETS SHOULD BE SECURED TO PREVENT SEEPAGE OF SEDIMENT-LADEN WATER. ALL INLET PROTECTION MEASURES SHOULD INCLUDE SEDIMENT SUMPS OF 1 TO 2 FEET IN DEPTH AND WITH 2:1 SIDE SLOPES, INSTALLATION PROCEDURE FOR FILTER FABRIC FENCE:

A. PLACE 2 INCH BY 2 INCH WOODEN STAKES AROUND THE PERIMETER OF THE INLET A MAXIMUM OF 3 FEET APART AND DRIVE THEM AT LEAST 8 INCHES INTO THE GROUND. THE STAKES MUST BE AT LEAST 3 FEET LONG.

SYMBOL	STORM DRAIN INLET PROTECTION BMP-71	FLOOD CONTROL DISTRICT OF MARICOPA COUNTY 3 OF 5
I.P.		

DESIGN AND SIZING CRITERIA

B. EXCAVATE A TRENCH APPROXIMATELY 8 INCHES WIDE AND 12 INCHES DEEP AROUND THE OUTSIDE PERIMETER OF THE STAKES.

C. STAPLE THE FILTER FABRIC (FOR MATERIALS AND SPECIFICATIONS, SEE SILT FENCE BMP) TO WOODEN STAKES SO THAT 32 INCHES OF THE FABRIC EXTENDS OUT AND CAN BE FORMED INTO THE TRENCH. USE HEAVY-DUTY STAPLES AT LEAST 1/2 INCH IN LENGTH.

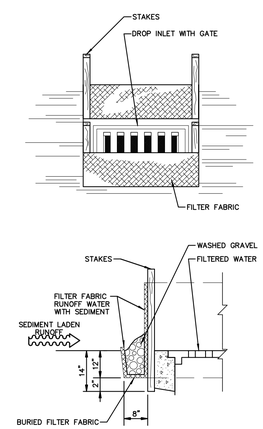
D. BACKFILL THE TRENCH WITH 3/4 INCH OR LESS WASHED GRAVEL ALL THE WAY AROUND.

MAINTENANCE REQUIREMENTS

FOR SYSTEMS USING FILTER FABRIC: INSPECTIONS SHOULD BE MADE ON A REGULAR BASIS, ESPECIALLY AFTER LARGE STORM EVENTS. IF THE FABRIC BECOMES CLOGGED, IT SHOULD BE REPLACED. SEDIMENT SHOULD BE REMOVED WHEN IT REACHES APPROXIMATELY ONE-HALF THE HEIGHT OF THE FENCE. IF A SUMP IS USED, SEDIMENT SHOULD BE REMOVED WHEN IT FILLS APPROXIMATELY ONE-HALF THE DEPTH OF THE HOLE.

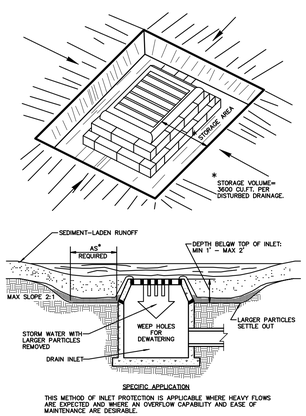
REFERENCES (1, 3, 11, 14, 23)

SYMBOL	STORM DRAIN INLET PROTECTION BMP-72	FLOOD CONTROL DISTRICT OF MARICOPA COUNTY 4 OF 5
I.P.		



FILTER FABRIC FENCE DROP INLET FILTER

SYMBOL	STORM DRAIN INLET PROTECTION BMP-73	FLOOD CONTROL DISTRICT OF MARICOPA COUNTY 5 OF 5
I.P.		



SPECIFIC APPLICATION

THIS METHOD OF INLET PROTECTION IS APPLICABLE WHERE HEAVY FLOWS ARE EXPECTED AND WHERE AN OVERFLOW CAPABILITY AND EASE OF MAINTENANCE ARE DESIRABLE.

EXCAVATED DROP INLET SEDIMENT TRAP

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-STAKE-IT
1-800-782-5348
(OUTSIDE MARICOPA COUNTY)

FN: 03 SWPPP.dwg

REVISIONS:

Registered Professional Engineer (Civil) CERTIFICATE NO. 34537 RICHARD L. SCHULLER Date Signed 02-22-12 ARIZONA U.S.A. EXPIRES 3/31/2015

WOODSON
ENGINEERING AND SURVEYING, INC.
124 N. ELDEN ST.
FLAGSTAFF, AZ 86001
PHONE: (928) 774-4636 FAX: (928) 774-4646

FLAGSTAFF BUNDLED DRAINAGE
CONSTRUCTION PLANS

SWPPP
DETAILS 1

HOR SCALE: NA
VERT SCALE: NA
DATE: 07/17/12
PROJECT NO.: 112801
AGENCY NO.:
SHEET NO.: 11 OF 12

DESIGNED BY: JLC
DRAFTED BY: GGE
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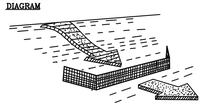
112801

11/08/12

FLAGSTAFF BUNDLED DRAINAGE
SWPPP
DETAILS 1

SYMBOL	SILT FENCE BMP-63	FLOOD CONTROL DISTRICT OF MARICOPA COUNTY	1 OF 6
S.F.			

DIAGRAM



CONDITIONS WHERE PRACTICE APPLIES

- PERIMETER CONTROL
- SLOPE PROTECTION
- SEDIMENT TRAPPING
- DRAINAGE WAY & STREAM PROTECTION
- TEMPORARY STABILIZATION
- PERMANENT STABILIZATION & EXPOSURE LIMITS
- NON-SEDIMENT POLLUTION CONTROL

DEFINITION

A TEMPORARY SEDIMENT BARRIER CONSISTING OF A FILTER FABRIC STRETCHED ACROSS AND ATTACHED TO SUPPORTING POSTS, ENTRENCHED AND, DEPENDING UPON THE STRENGTH OF THE FABRIC USED, WITH WIRE FENCE FOR SUPPORT.

PURPOSE

1. TO INTERCEPT AND DETAIN SMALL AMOUNTS OF SEDIMENT FROM DISTURBED AREAS DURING CONSTRUCTION OPERATIONS IN ORDER TO PREVENT SEDIMENT FROM LEAVING THE SITE.

2. TO DECREASE THE VELOCITY OF SHEET FLOWS AND LOW-TO-MODERATE LEVEL CHANNEL FLOWS.

APPROPRIATE APPLICATIONS

FILTER FENCES MUST BE PROVIDED JUST UPSTREAM OF THE POINT(S) OF DISCHARGE OF RUNOFF FROM A SITE, BEFORE THE FLOW BECOMES CONCENTRATED. THEY MAY ALSO BE USED.

1. BELOW DISTURBED AREAS WHERE RUNOFF MAY OCCUR IN THE FORM OF SHEET AND RILL EROSION; WHEREVER RUNOFF HAS THE POTENTIAL TO IMPACT DOWNSTREAM RESOURCES.

2. PERPENDICULAR TO MINOR SWALES OR DITCH LINES FOR UP TO ONE ACRE CONTRIBUTING DRAINAGE AREAS.

NOT INTENDED FOR USE IN DETAINING CONCENTRATED FLOW.

SYNTHETIC FABRIC FILTER FENCES ARE ONLY APPLICABLE FOR SHEET OR OVERLAND FLOWS AND NOT THE VOLUMES OF WATER IN CONCENTRATED FLOWS.

SYMBOL	SILT FENCE BMP-64	FLOOD CONTROL DISTRICT OF MARICOPA COUNTY	2 OF 6
S.F.			

LIMITATIONS

- FILTER FENCES WILL CREATE A TEMPORARY SEDIMENTATION POND ON THE UPSTREAM SIDE OF THE FENCE WHICH MAY CAUSE TEMPORARY FLOODING. FENCES NOT CONSTRUCTED ON A LEVEL CONTOUR WILL BE OVERTOPPED BY CONCENTRATED FLOW RESULTING IN FAILURE OF THE FILTER FENCE.
- FILTER FENCES ARE NOT PRACTICAL WHERE LARGE FLOWS OF WATER ARE INVOLVED, HENCE THE NEED TO RESTRICT THEIR USE TO DRAINAGE AREAS OF ONE ACRE OR LESS, AND FLOW RATES OF LESS THAN 0.5 CFS.
- PROBLEMS MAY ARISE FROM INCORRECT SELECTION OF PORE SIZE AND/OR IMPROPER INSTALLATION.
- DO NOT ALLOW WATER DEPTH TO EXCEED 1.5 FEET AT ANY POINT.
- IMPROPERLY INSTALLED FENCES ARE SUBJECT TO FAILURE FROM UNDERCUTTING, OVERTOPPING OR COLLAPSING.

PLANNING CONSIDERATIONS

LABORATORY WORK AT THE VIRGINIA HIGHWAY AND TRANSPORTATION RESEARCH COUNCIL HAS SHOWN THAT SILT FENCES CAN TRAP A MUCH HIGHER PERCENTAGE OF SUSPENDED SEDIMENTS THAN CAN STRAW BALES. SILT FENCES ARE PREFERABLE TO STRAW BARRIERS IN MAY CASES. HOWEVER, WHILE THE FAILURE RATE OF SILT FENCES IS LOWER THAN THAT OF STRAW BARRIERS, THERE ARE MANY INSTANCES LOCALLY IN WHICH FENCES HAVE BEEN IMPROPERLY INSTALLED. THE INSTALLATION METHODS OUTLINED HERE CAN IMPROVE PERFORMANCE.

- CONSTRUCT ALONG A LEVEL CONTOUR.
- SILT FENCES SHOULD REMAIN IN PLACE UNTIL THE DISTURBED AREA IS PERMANENTLY STABILIZED.
- PROVIDE SUFFICIENT ROOM FOR SEDIMENT REMOVAL EQUIPMENT BETWEEN THE SILT FENCE AND TOES OF SLOPES OR OTHER OBSTRUCTIONS.
- THE ENDS OF THE FILTER FENCE SHOULD BE TURNED UPHILL TO PREVENT STORMWATER FROM SLOWING AROUND FENCE.
- PROVIDE AN UNDISTURBED OR STABILIZED OUTLET SUITABLE FOR SHEET FLOW.
- DO NOT CONSTRUCT IN LIVE STREAMS OR INTERMITTENTLY FLOWING CHANNELS.

SYMBOL	SILT FENCE BMP-65	FLOOD CONTROL DISTRICT OF MARICOPA COUNTY	3 OF 6
S.F.			

DESIGN AND SIZING CRITERIA

- UPSTREAM DRAINAGE AREA LIMITED TO ONE ACRE OR LESS WHEN USED ALONE OR IN COMBINATION WITH SEDIMENT BASIN IN A LARGER SITE.
- MAXIMUM SLOPE STEEPNESS PERPENDICULAR TO FINE LINE, 1:1.
- MAXIMUM SHEET OR OVERLAND FLOW PATH LENGTH TO THE FENCE $\leq$ 100 FEET.
- NO CONCENTRATED FLOW GREATER THAN 0.5 CFS.

SELECTION OF A FILTER FABRIC IS BASED ON SOIL CONDITIONS AT THE CONSTRUCTION SITE (WHICH AFFECT THE EQUIVALENT OPENING SIZE (EOS) FABRIC SPECIFICATION) AND CHARACTERISTICS OF THE SUPPORT FENCE (WHICH AFFECT THE CHOICE OF TENSILE STRENGTH). THE DESIGNER SHALL SPECIFY A FILTER FABRIC THAT RETAINS THE SOIL FOUND ON THE CONSTRUCTION SITE YET WILL HAVE OPENINGS LARGE ENOUGH TO PERMIT DRAINAGE AND PREVENT CLOGGING. THE FOLLOWING CRITERIA IS RECOMMENDED FOR SELECTION OF THE EQUIVALENT OPENING SIZE:

1. IF 50 PERCENT OR LESS OF THE SOIL, BY WEIGHT, WILL PASS THE U.S. STANDARD SIEVE NO. 200, SELECT THE EOS TO RETAIN 85 PERCENT OF THE SOIL. THE EOS SHOULD NOT BE FINER THAN EOS 70.
2. FOR ALL OTHER SOIL TYPES, THE EOS SHOULD BE NO LARGER THAN THE OPENINGS IN THE U.S. STANDARD SIEVE NO. 70 (0.0083 IN. (0.21 MM)) EXCEPT WHERE DIRECT DISCHARGE TO A STREAM, LAKE OR WETLAND WILL OCCUR, THEN THE EOS SHALL BE NO LARGER THAN STANDARD SIEVE NO. 100.

TO REDUCE THE CHANCE OF CLOGGING, IT IS PREFERABLE TO SPECIFY A FABRIC WITH OPENINGS AS LARGE AS ALLOWED BY THE CRITERIA. NO FABRIC SHOULD BE SPECIFIED WITH AN EOS SMALLER THAN U.S. STANDARD SIEVE NO. 100 (0.0059 IN. (0.15 MM)). IF 85 PERCENT OR MORE OF A SOIL, BY WEIGHT, PASSES THROUGH THE OPENINGS IN A NO. 200 SIEVE (0.0029 IN. (0.074 MM)), FILTER FABRIC SHALL BE USED. MOST OF THE PARTICLES IN SUCH A SOIL WOULD NOT BE RETAINED IF THE EOS WAS TOO LARGE, AND THEY WOULD CLOG THE FABRIC QUICKLY IF THE EOS WAS SMALL ENOUGH TO CAPTURE THE SOIL.

SYMBOL	SILT FENCE BMP-66	FLOOD CONTROL DISTRICT OF MARICOPA COUNTY	4 OF 6
S.F.			

SELECTION OF FABRIC TENSILE STRENGTH AND BURSTING STRENGTH CHARACTERISTIC SHALL BE SUPPORTED WITH WIRE MESH IN AND AS RECOMMENDED BY THE FABRIC MANUFACTURER. FILTER FABRIC MATERIAL SHALL CONTAIN ULTRAVIOLET RAY INHIBITORS AND STABILIZERS TO PROVIDE A MINIMUM OF SIX MONTHS OR EXPECTED USABLE LIFE AT A TEMPERATURE RANGE OF 0° TO 120°F.

- TYPICAL INSTALLATION:

FILTER FENCES ARE TO BE CONSTRUCTED ON A LEVEL CONTOUR TO MAXIMIZE THE AVAILABLE PONDING AREA AND PREVENT CONCENTRATION OF FLOW AGAINST THE FENCE.

A. POSTS SHALL BE SPACED A MAXIMUM OF 6 FEET APART AND DRIVEN SECURELY INTO THE GROUND A MINIMUM OF 30 INCHES.

B. A TRENCH SHALL BE EXCAVATED APPROXIMATELY 9 INCHES WIDE AND 12 INCHES DEEP ALONG THE LINE OF POSTS AND UPSLOPE FROM THE BARRIER.

C. WHEN STANDARD STRENGTH FILTER FABRIC IS USED, A WIRE MESH SUPPORT FENCE SHALL BE FASTENED SECURELY TO THE UPSLOPE SIDE OF THE POSTS USING HEAVY DUTY WIRE STAPLES AT LEAST 1 INCH LONG, TIE WIRES OR HOG RINGS. THE WIRE SHALL EXTEND INTO THE TRENCH A MINIMUM OF 4 INCHES.

D. THE STANDARD STRENGTH FILTER FABRIC SHALL BE STAPLED OR WIRED TO THE FENCE AND 20 INCHES OF THE FABRIC SHALL EXTEND INTO THE TRENCH. WHEN EXTRA STRENGTH FILTER FABRIC AND CLOSER POST SPACING ARE USED, THE WIRE MESH SUPPORT FENCE MAY BE ELIMINATED AND THE FILTER FABRIC STAPLED OR WIRED DIRECTLY TO THE POST.

E. THE USE OF JOINTS SHOULD BE AVOIDED. WHEN JOINTS ARE NECESSARY, FILTER CLOTH SHALL BE SPLICED TOGETHER ONLY AT A SUPPORT POST, WITH A MINIMUM 6 INCH OVERLAP AND BOTH ENDS SECURELY FASTENED TO THE POST.

F. THE TRENCH SHALL BE BACKFILLED WITH 3/4 INCH MINIMUM DIAMETER WASHED GRAVEL OR COMPACTED NATIVE MATERIAL.

SYMBOL	SILT FENCE BMP-67	FLOOD CONTROL DISTRICT OF MARICOPA COUNTY	5 OF 6
S.F.			

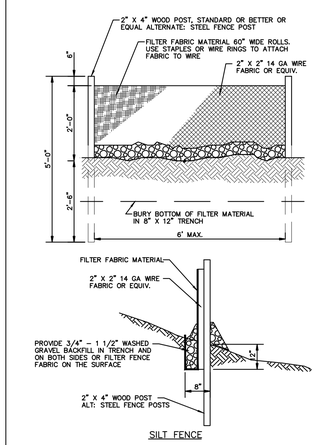
MAINTENANCE REQUIREMENTS

INSPECT MONTHLY DURING DRY PERIODS AND IMMEDIATELY AFTER EACH RAINFALL. REPAIR AS NECESSARY. SEDIMENT MUST BE REMOVED WHEN IT REACHES APPROXIMATELY ONE THIRD HEIGHT OF THE FENCE, ESPECIALLY IF HEAVY RAINS ARE EXPECTED.

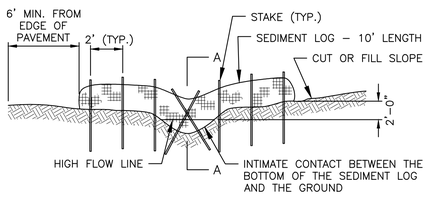
FILTER FENCES SHOULD NOT BE REMOVED UNTIL THE UPSLOPE AREA HAS BEEN PERMANENTLY STABILIZED.

REFERENCES (1, 2, 14)

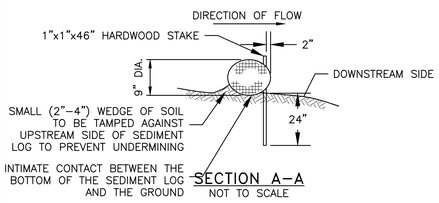
SYMBOL	SILT FENCE BMP-68	FLOOD CONTROL DISTRICT OF MARICOPA COUNTY	6 OF 6
S.F.			



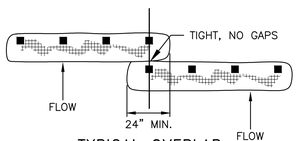
SILT FENCE



SEDIMENT LOG AND CHANNEL/DITCH
SECTIONAL ELEVATION
NOT TO SCALE



SECTION A–A
NOT TO SCALE



TYPICAL OVERLAP
NOT TO SCALE

SEDIMENT LOG
(TYP.)

NOTES

SEDIMENT LOGS SHALL BE LOCATED AS INDICATED IN PLANS OR AS DIRECTED BY THE ENGINEER. THEY SHALL BE SELECTED, INSTALLED, AND MAINTAINED WITH MANUFACTURER'S SPECIFICATIONS AND GOOD ENGINEERING PRACTICES.

LAY SEDIMENT LOG ACROSS PREPARED CHANNEL. TRENCHING OR BURIAL OF SEDIMENT LOGS IS NOT REQUIRED. THE INTIMATE CONTACT BETWEEN THE BOTTOM OF THE LOG AND THE GROUND IS MANDATORY. THE LOGS SHALL BE INSTALLED IN THE SWALE OR CHANNEL BOTTOM AND SHALL CONTINUE UP THE SIDE SLOPES 2'–0" ABOVE THE HIGH FLOW LINE, MEASURED PERPENDICULARLY TO THE FLOW OF WATER.

STAKE WITH 1" x 1" x 46" MIN. HARDWOOD STAKES ON 2 FEET CENTERS. THE STAKE SHALL BE PLACED THROUGH THE DOWNSTREAM SIDE ONLY 2" INTO THE LOG. IT IS ONLY NECESSARY FOR THE STAKES TO GRAB ONE OR TWO INCHES OF THE NETTING. DO NOT DRIVE THE STAKES THROUGH THE CENTER OF THE LOG. THE STAKES MUST BE DRIVEN INTO THE GROUND 24". CENTER STAKES SHALL BE PLACED IN AN "X" PATTERN.

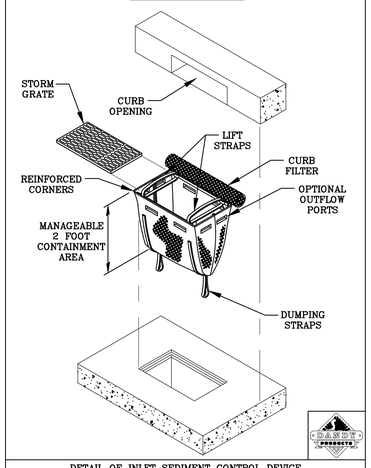
MAKE SURE NO GAPS EXIST BETWEEN THE SOIL AND THE SEDIMENT LOGS. REPAIR ANY RILLS OR GULLIES PROMPTLY. IN ROCKY CONDITIONS, THE ENGINEER WILL EVALUATE THE PLACEMENT OF SEDIMENT LOGS.

SLOPES STEEPER THAN 4:1 SHALL APPLY ROCK RIPRAP FOR CHANNEL/DITCH LINING OR CHECK DAMS WHEN SUITABLE.

TYPICAL OVERLAP APPLIES ONLY TO THE SITUATION WHERE CHANNEL/DITCH IS WIDER THAN THE LENGTH OF ONE SEDIMENT LOG.

SEDIMENT LOGS AND STAKES TO BE REMOVED ONCE CONSTRUCTION ACTIVITIES ARE COMPLETE. CONTRACTOR SHALL DISPOSE OF SEDIMENT LOGS, STAKES, AND ANY TRAPPED SEDIMENT MATERIAL AND FILL SHALLOW TRENCH CREATED BY SEDIMENT LOGS.

DANDY CURB SACK™



DETAIL OF INLET SEDIMENT CONTROL DEVICE WITH CURB FILTER

PROJECT:		DR. BY:
CITY/STATE:	DATE:	DR. NO:

DANDY CURB SACK™
SPECIFICATIONS

NOTE: THE DANDY CURB SACK™ WILL BE **MANUFACTURED IN THE U.S.A.** FROM A WOVEN MONOFILAMENT FABRIC THAT MEETS OR EXCEEDS THE FOLLOWING SPECIFICATIONS:

REGULAR FLOW DANDY CURB SACK™ (BLACK)

Mechanical Properties	Test Method	Units	MARV
Grab Tensile Strength	ASTM D 4632	kN (lbs)	1.78 (400) x 1.40 (315)
Grab Tensile Elongation	ASTM D 4632	%	15 x 15
Puncture Strength	ASTM D 4833	kN (lbs)	0.67 (150)
Mullen Burst Strength	ASTM D 3786	kPa (psi)	5506 (800)
Trapezoid Tear Strength	ASTM D 4533	kN (lbs)	0.67 (150) x 0.73 (165)
UV Resistence	ASTM D 4355	%	90
Apparent Opening Size	ASTM D 4751	Mm (US Std Sieve)	0.425 (40)
Flow Rate	ASTM D 4491	$l/min/m^2$ (gal/min/ft^2)	2852 (70)
Permittivity	ASTM D 4491	Sec^{-1}	0.90

HI-FLOW DANDY CURB SACK™ (SAFETY ORANGE)

Mechanical Properties	Test Method	Units	MARV
Grab Tensile Strength	ASTM D 4632	kN (lbs)	1.62 (365) X 0.89 (200)
Grab Tensile Elongation	ASTM D 4632	%	24 X 10
Puncture Strength	ASTM D 4833	kN (lbs)	0.40 (90)
Mullen Burst Strength	ASTM D 3786	kPa (psi)	3097 (450)
Trapezoid Tear Strength	ASTM D 4533	kN (lbs)	0.51 (115) X 0.33 (75)
UV Resistence	ASTM D 4355	%	90
Apparent Opening Size	ASTM D 4751	Mm (US Std Sieve)	0.425 (40)
Flow Rate	ASTM D 4491	$l/min/m^2$ (gal/min/ft^2)	5907 (145)
Permittivity	ASTM D 4491	Sec^{-1}	2.1

*Note: All Dandy Sacks™ can be ordered with our optional oil absorbent pillows

DANDY CURB SACK INLET PROTECTION DETAIL

WOODSON ENGINEERING AND SURVEYING, INC.
124 N. ELDEN ST. • FLAGSTAFF, AZ 86001 • PHONE: (928) 774-4636 FAX: (928) 774-4646

112801

11/08/12

FLAGSTAFF BUNDLED DRAINAGE
SWPPP
DETAILS 2

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-STAKE-IT
1-800-782-5348
(OUTSIDE MARICOPA COUNTY)

FN: 03 SWPPP.dwg

REVISIONS:

Registered Professional Engineer (Civil) CERTIFICATE NO. 34537 RICHARD L. SCHULLER Date Signed 03-26-12 ARIZONA, U.S.A. EXPIRES 3/31/2015

WOODSON
ENGINEERING AND SURVEYING, INC.
124 N. ELDEN ST.
FLAGSTAFF, AZ 86001
PHONE: (928) 774-4636 FAX: (928) 774-4646

FLAGSTAFF BUNDLED DRAINAGE
CONSTRUCTION PLANS

SWPPP
DETAILS 2

HOR SCALE: NA
VERT SCALE: NA
DATE: 07/17/12
PROJECT NO.: 112801
AGENCY NO.:
SHEET NO.: 12 OF 12

DESIGNED BY: JLC
DRAFTED BY: GGE
CHECKED BY: RLS

CONSTRUCTION CONTRACT

City of Flagstaff, Arizona
And
Kinney Construction Services, Inc.

This Construction Contract ("Contract") is made and entered into this _____ day of _____ 2013, by and between the City of Flagstaff, an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona ("Owner") and Kinney Construction Services, Inc., an Arizona corporation with offices at 120 N. Beaver Street, Suite 100, Flagstaff, Arizona ("Contractor). Contractor and the Owner may be referred to each individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner desires to obtain construction services; and

B. Contractor has available and offers to provide personnel and materials necessary to accomplish the work and complete the Project as described in the Scope of Work within the required time in accordance with the calendar days included in this Contract.

NOW, THEREFORE, the Owner and Contractor agree as follows:

1. Scope of Work. The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities required to perform all work for the construction of **Bundled Drainage Improvements #2** (the "Project"). Contractor shall construct the Project for the Owner in a good, workmanlike and substantial manner and to the satisfaction of the Owner through its engineers and under the direction and supervision of the City Engineer, or his properly authorized agents including but not limited to project managers and project engineers. Contractor's work shall be strictly pursuant to and in conformity with the Contract.

1.1 A Pre-Construction Conference will be held with the successful Contractor after the Notice of Award is issued. The date and time of the Conference will be agreed upon between the Contractor and the Engineer. The meeting will be held at City Hall, 211 West Aspen Avenue, Flagstaff, AZ 86001. The purpose of the meeting is to outline specific construction items and procedures that the City of Flagstaff (the "Owner") feels require special attention on the part of the Contractor. The Contractor may also present any variations in procedures to improve the workability of the Project, reduce the cost, or reduce inconvenience to the public. The Contractor shall submit a written proposal at this conference outlining intended plans for pavement replacement, maintaining continuous access to residences and businesses along the construction site, and traffic control.

2. Contract; Ownership of Work. Contractor shall furnish and deliver all of the materials and perform all of the work in accordance with this Contract; Construction Plans; Special Provisions; the City of Flagstaff Engineering Design and Construction Standards and Specifications; the latest version of the Maricopa Association of Governments ("MAG")

Specifications for Public Works Construction and City revisions to the MAG Specifications for Public Works Construction ("Exhibit A"); and any Arizona Department of Transportation (A.D.O.T.) Standards that may be referenced on the Plans or in the specifications, incorporated in this Contract by reference, plans and associated documents. All provisions of the Invitation for Construction Bids, Performance Bond, Payment Bond, Certificates of Insurance, Addenda, Change Orders and Field Orders, if any, are hereby incorporated into this Contract. All materials, work, specifications and plans shall be the property of the Owner.

The following exhibits are incorporated by reference and are expressly made a part of this Contract:

2.1.1 Revisions of MAG Standard Specifications for Public Works Construction ("Flagstaff Addendum to MAG")	Exhibit A
2.1.2 Special Provisions	Exhibit B

3. Payments. In consideration of the faithful performance of the work described in this Contract, the Owner shall pay an amount not to exceed **$207,395.89** to the Contractor for work and materials provided in accordance with the bid schedule, which amount includes all federal, state, and local taxes, as applicable. This amount shall be payable through monthly progress payments, subject to the following conditions:

3.1 Contractor shall promptly submit to the Owner all proper invoices necessary for the determination of the prices of labor and materials;

3.2 Progress payments shall be made in the amount of ninety percent (90%) of the value of labor and materials incorporated in the work, based on the sum of the Contract prices of labor and material, and of materials stored at the worksite, on the basis of substantiating paid invoices, as estimated by the Owner, less the aggregate of all previous payments, until the work performed under this Contract is fifty percent (50%) complete. When and after such work is fifty (50%) complete, the ten percent (10%) of value previously retained may be reduced to five percent (5%) of value completed if Contractor is making satisfactory progress as determined by the Owner, and providing that there is no specific cause or claim requiring a greater amount to be retained. If at any time the Owner determines that satisfactory progress is not being made, the ten percent (10%) retention shall be reinstated for all subsequent progress payments made under this Contract;

3.3 The City Engineer shall have the right to finally determine the amount due to Contractor;

3.4 Monthly progress payments shall be made by the Owner, on or before fourteen (14) calendar days after the receipt by the Owner of an approved estimate of the work completed;

3.5 Contractor agrees that title to materials incorporated in the work, and stored at the site, shall vest with the Owner upon receipt of the corresponding progress payment;

3.6 The remainder of the Contract price, after deducting all such monthly payments and any retention, shall be paid within sixty (60) days after final acceptance of completed work by the Owner. The release of retention or alternate surety shall be made following the Owner's receipt and acceptance of: Contractor's Affidavit Regarding Settlement of Claims, Affidavit of Payment, Consent of Surety for Final Payment, and Unconditional Full and Final lien waivers from all subcontractors and suppliers who have filed an Arizona Preliminary 20 Day Lien Notice in accordance with A.R.S. §§ 33-992.01 and 33-992.02.

4. Time of Completion. Contractor agrees to complete all work as described in this Contract within **120 calendar days** from the date of the Owner's Notice to Proceed free of all liens, claims and demands of any kind for materials, equipment, supplies, services, labor, taxes and damages to property or persons, in the manner and under the conditions specified within the time or times specified in this Contract.

5. Performance of Work. All work covered by this Contract shall be done in accordance with the latest and best accepted practices of the trades involved. The Contractor shall use only skilled craftsmen experienced in their respective trades to prepare the materials and to perform the work.

6. Acceptance of Work; Non Waiver. No failure of the Owner during the progress of the work to discover or reject materials or work not in accordance with this Contract shall be deemed an acceptance of, or a waiver of, defects in work or materials. No payment shall be construed to be an acceptance of work or materials which are not strictly in accordance with the Contract.

7. Delay of Work. Any delay in the performance of this Contract due to strikes, lockouts, fires, or other unavoidable casualties beyond the control of the Contractor and not caused by any wrongful act or negligence of the Contractor shall entitle the Contractor to an extension of time equal to the delay so caused. The Contractor shall notify the Owner in writing specifying such cause within twenty-four (24) hours after its occurrence. In the event such delay is caused by strikes, lockouts, or inability to obtain workmen for any other cause, the Owner shall have the right but shall not be obligated to complete the work on the same basis as is provided for in Section 13 below (Contract Violations).

8. Failure to Complete Project in Timely Manner. If Contractor fails or refuses to execute this Contract within the time specified in Section 3 above, or such additional time as may be allowed, the proceeds of Contractor's proposal guaranty shall become subject to deposit into the Treasury of the municipality as monies available to compensate the Owner for damages as provided by A.R.S. § 34-201 for the delay in execution of this Contract, and bonds and the performance of work under this Contract, and the necessity of accepting a higher or less desirable bid from such failure or refusal to execute this Contract and bond as required. If Contractor has submitted a certified check or cashier's check as a proposal guaranty, the check shall be returned after execution of this Contract. The certified check or cashier's check of other Bidders shall be returned at the expiration of thirty (30) days from the date of opening of proposals or sooner, if this Contract is executed prior to that time.

9. Labor Demonstration. It is understood that the work covered by this Contract is for the Owner's business purposes and that any unfavorable publicity or demonstrations in connection with the work will have a negative effect upon the Owner. If Contractor's actions in performance of the Contract result in any public demonstration on behalf of the laborers or organized labor in the vicinity of the Owner's premises, whether such demonstration is in the form of picketing, posting of placards or signs, violence, threats of violence or in any other form, which in the Owner's judgment, might convey to the public the impression that the Owner or the Contractor or any subcontractor is unfair to laborers or to organized labor, the Owner shall have the right to terminate this Contract immediately, unless the Contractor shall have caused such demonstration to be discontinued within two (2) days after request of the Owner to do so. In the event any such demonstration is attended by violence, the Owner may fix lesser time within which a discontinuance shall be accomplished. In the event of Contract termination, the Contractor agrees to remove from the Premises within twenty-four (24) hours of termination, all machinery, tools, and equipment belonging to it or to its subcontractors. All obligations or liabilities of the Owner to the Contractor shall be discharged by such termination, except the obligation to pay to the Contractor a portion of the Contract price representing the value based upon the Contract prices of labor and materials incorporated in the work as established by the Owner, less the aggregate of all previous payments, but subject to all of the conditions pertaining to payments generally.

10. Material Storage. During the progress of the work, the Contractor shall arrange for office facilities and for the orderly storage of materials and equipment. Contractor shall erect any temporary structures required for the work at his or her own expense. The Contractor shall at all times keep the premises reasonably free from debris and in a condition which will not increase fire hazards. Upon completion of the work, the Contractor shall remove all temporary buildings and facilities and all equipment, surplus materials and supplies belonging to the Contractor. Contractor shall leave the Premises in good order, clean, and ready to use by the Owner. The establishment of any temporary construction yard, material storage area or staging area to be located within City of Flagstaff limits and outside the public right-of-way or Project limits generally requires a Temporary Use Permit. (See Exhibit A, Section 107.2.1.)

11. Assignment. Contractor shall not assign this Contract, in whole or in part, without the prior written consent of the Owner.

12. Notices. All notices or demands required to be given, pursuant to the terms of this Contract, shall be given to the other Party in writing, delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested or deposited with any commercial air courier or express service at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph.

If to Owner:	**If to Contractor:**
Patrick Brown, C.P.M.	Travis Moore
Senior Procurement Specialist	Kinney Construction Services
211 West Aspen Avenue	120 N. Beaver Street, Suite 100

Flagstaff, AZ 86001 Flagstaff, AZ 86001

13. Contract Violations. In the event of any of the provisions of this Contract are violated by the Contractor or by any of Contractor's subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate such Contract (the "Notice to Terminate"). The Contract shall terminate within five (5) days of the date Contractor receives the Notice to Terminate, unless the violation ceases and Contractor makes arrangements for correction satisfactory to the Owner. In the event of any such termination, the Owner shall immediately serve notice of the termination upon the Surety by registered mail, return receipt requested. The Surety shall have the right to take over and perform the Contract. If the Surety does not commence performance within ten (10) days from the date of receipt of the Owner's notice of termination, the Owner may complete the work at the expense of the Contractor, and the Contractor and his or her Surety shall be liable to the Owner for any excess cost incurred by the Owner to complete the work. If the Owner completes the work, the Owner may take possession of and utilize such materials, appliances and plants as may be on the worksite site and necessary for completion of the work.

14. Contractor's Liability and Indemnification. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the Owner, its agents, representatives, officers, directors, officials and employees shall arise in connection with the claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable. The amount and type of insurance coverage requirements set forth in the Contract (Section 103.6 of Exhibit A) will in no way be construed as limiting the scope of the indemnity in this paragraph.

15. Non Appropriation. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the Owner to meet the Owner's obligations under this Contract, the Owner will notify Contractor in writing of such occurrence, and this Contract will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Contract are exhausted. No payments shall be made or due to the other party under this Contract beyond these amounts appropriated and budgeted by the Owner to fund the Owner's obligations under this Contract.

16. Amendment of Contract. This Agreement may not be modified or altered except in writing and signed by duly authorized representatives of the parties.

17. Subcontracts. Contractor shall not enter into any subcontract, or issue any purchase order for the completed work, or any substantial part of the work, unless in each instance, prior written approval shall have been given by the Owner. Contractor shall be fully responsible to the Owner for acts and omissions of Contractor's subcontractors and all persons either directly or indirectly employed by them.

18. Cancellation for Conflict of Interest. This Contract is subject to the cancellation provisions of A.R.S. § 38-511.

19. Compliance with All Laws. Contractor shall comply with all applicable laws, statutes, ordinances, regulations and governmental requirements in the performance of this Contract.

20. Employment of Aliens. Contractor shall comply with A.R.S. § 34-301, which provides that a person who is not a citizen or ward of the United States shall not be employed upon or in connection with any state, county or municipal public works project.

21. Compliance with Federal Immigration Laws and Regulations. Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. 23-214.A. Contractor acknowledges that pursuant to A.R.S. 41-4401 a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this contract, and that the City retains the legal right to inspect the papers of any employee who works on the contract to ensure compliance with this warranty.

22. Contractor's Warranty. Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A, Verification of Employment Eligibility. Contractor shall not employ aliens in accordance with A.R.S. § 34-301, Employment of Aliens on Public Works Prohibited. Contractor acknowledges that pursuant to A.R.S. § 41-4401, Government Procurement; E-Verify Requirement; Definitions, a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this Contract, and that the Owner retains the legal right to inspect the papers of any employee who works on the Contract to ensure compliance with this warranty.

23. Jurisdiction and Venue. This Agreement shall be administered and interpreted under the laws of the State of Arizona. The Contractor hereby submits itself to the original jurisdiction of those courts located within Coconino County, Arizona.

24. Attorney's Fees. If suit or action is initiated in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in event of appeal as allowed by the appellate court.

25. Time is of the Essence. Contractor acknowledges that the completion of the Contract by the dates specified final completion is critical to the Owner, time being of the essence of this Contract.

26. Headings. The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Contract.

27. Severability. If any part of this Contract is determined by a court to be in conflict with any statute or constitution or to be unlawful for any reason, the parties intend that the remaining provisions of this Contract shall remain in full force and effect unless the stricken provision leaves the remaining Contract unenforceable.

IN WITNESS WHEREOF, the Owner and Contractor, by their duly authorized representatives, have executed this Contract as of the date written above.

(Please sign in blue ink. Submit original signatures – photocopies not accepted)

Owner, City of Flagstaff

_____
Kevin Burke, City Manager

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

Kinney Construction Services, Inc.

_____
Signature

_____
Printed Name

CITY OF FLAGSTAFF, ARIZONA
PAYMENT BOND

PROJECT NAME: Bundled Drainage Improvements #2
PROJECT NUMBER: 993419 **BID NUMBER:** 2014-25

STATUTORY PAYMENT BOND PURSUANT TO TITLE 34
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (Hereinafter called the Principal), as Principal, and, _____ _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ ("Surety"), as Surety, are held and firmly bound unto the City of Flagstaff, Arizona ("Obligee"), in the amount of _____ _____Dollars ($_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated this _____ day of_____, 20___, to the City of Flagstaff which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

Now, therefore, the condition of this obligation is such, that if the principal promptly pays all monies due to all persons supplying labor or materials to the principal or the principal's subcontractors in the prosecution of the work provided for in the contract, this obligation is void. Otherwise it remains in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Title and Chapter, to the same extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____ 20___.

_____	_____
Principal (Seal)	Surety (Seal)
By: _____	By: _____
_____	_____
Agency of Record	Agency Address

CITY OF FLAGSTAFF, ARIZONA
PERFORMANCE BOND

PROJECT NAME: Bundled Drainage Improvements #2
PROJECT NUMBER: 993419 **BID NUMBER:** 2014-25

STATUTORY PERFORMANCE BOND PURSUANT TO TITLE 34
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal), as Principal, and, _____ _____, a corporation organized and existing under the laws of the State of _____ _____, with its principal office in the City of _____ ("Surety"), as Surety, are held and firmly bound unto the City of Flagstaff, Arizona ("Obligee"), in the amount of _____Dollars ($_____ _____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated this ____day of _____ 200__ in the City of Flagstaff which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

Now, therefore, the condition of this obligation is such, that if the principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of contract during the original term of the contract and any extension of the contract, with or without notice to the surety, and during the life of any guaranty required under the contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in

accordance with the provisions of said Title and Chapter, to the extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

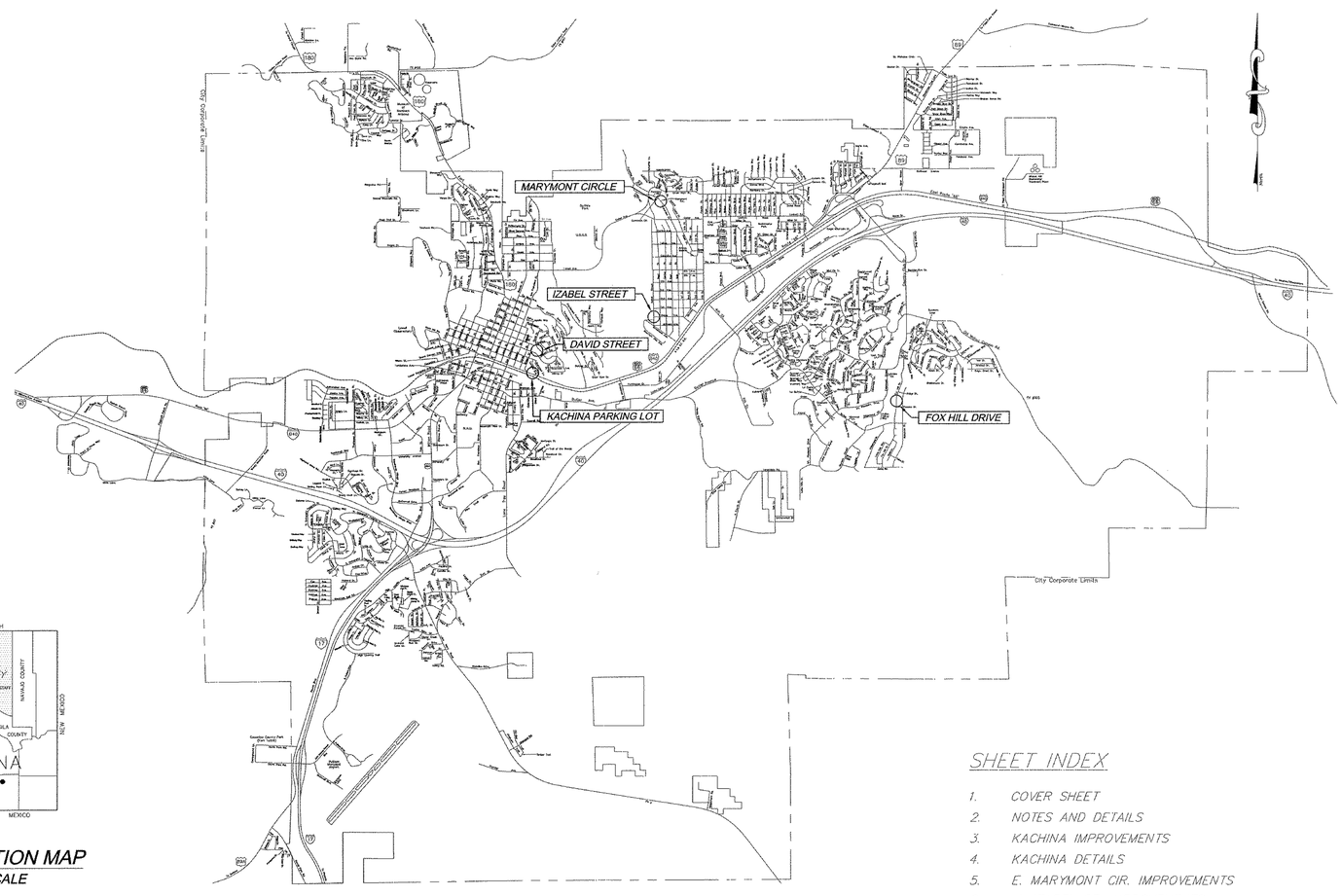
Witness our hands this _____ day of _____20__.

_____	_____
Principal (Seal)	Surety (Seal)
By: _____	By: _____
_____	_____
Agency of Record	Agency Address

CITY OF FLAGSTAFF, ARIZONA

BUNDLED DRAINAGE PROJECT #2

PROJECT NO. 99340



CITY MAP
NOT TO SCALE

STATE LOCATION MAP
NOT TO SCALE

PUBLIC IMPROVEMENTS APPROVAL:

BY LETTER Arizona Public Service Co.	00/00/2012 Date
BY LETTER UniSource Energy	00/00/2012 Date
BY LETTER Sudden Link	00/00/2012 Date
BY LETTER Century Link	11/20/2012 Date
BY LETTER AT&T	11/26/2012 Date

APPROVED:

City Engineer	Date
City Public Works Director	Date
City Utilities Director	Date

SHEET INDEX

1. COVER SHEET
2. NOTES AND DETAILS
3. KACHINA IMPROVEMENTS
4. KACHINA DETAILS
5. E. MARYMONT CIR. IMPROVEMENTS
6. N. IZABEL ST. IMPROVEMENTS
7. N. IZABEL ST. DETAILS
8. N. FOX HILL RD. IMPROVEMENTS
9. E. DAVID DR. IMPROVEMENTS
10. E. DAVID DR. DETAILS

CALL TWO WORKING DAYS BEFORE YOU DIG
263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

REVISIONS

COVER
CITY OF FLAGSTAFF
DRAINAGE IMPROVEMENT PROJECTS

PLATEAU ENGINEERING
CIVIL ENGINEERS AND LAND SURVEYORS
202 EAST BIRCH AVENUE
FLAGSTAFF, ARIZONA 86001
(928) 523-1011 FAX (928) 213-9614

JOB NO.	1172	DATE
DESIGNED BY	JH	11/2012
DRAWN BY	EKJ/JP	11/2012
CHECKED BY	JH	11/2012

REGISTERED PROFESSIONAL ENGINEER (CIVIL) 14265 JAMES D. HAYES Date Signed 11/30/2012 ARIZONA, U.S.A. Expires: 03/31/2013

SHT. NO. TOTAL SHTS.
1 OF 10

MAG UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (with revisions through 2008) ARE HEREBY AMENDED TO INCLUDE THE FOLLOWING:

1. NEITHER THE OWNER, THE ENGINEER, NOR ANY PUBLIC AGENCY WILL ENFORCE SAFETY MEASURES OR REGULATIONS. THE CONTRACTOR SHALL DESIGN, CONSTRUCT AND MAINTAIN ALL SAFETY DEVICES, INCLUDING SHORING, AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS.
2. CONTRACTOR SHALL MAKE EXPLORATORY EXCAVATIONS AND LOCATE EXISTING UNDERGROUND FACILITIES SUFFICIENTLY AHEAD OF CONSTRUCTION TO PERMIT REVISION TO PLANS IF REVISIONS ARE NECESSARY DUE TO ACTUAL LOCATIONS OF EXISTING FACILITIES. CONTRACTOR IS REQUIRED TO TAKE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN HEREON, AND ANY OTHER EXISTING LINES NOT OF RECORD, OR NOT SHOWN ON THESE PLANS.
3. PRIOR TO EXCAVATING FOR THIS CONTRACT, VERIFY DEPTH AND LOCATION OF ALL EXISTING UTILITIES. LOCATION OF UTILITIES SHOWN HEREON HAS BEEN DETERMINED BY A SEARCH OF AVAILABLE RECORDS. ALL EXISTING UTILITIES MAY OR MAY NOT BE SHOWN ON THE PLANS. CONTACT: BLUE STAKE 1-800-STAKE IT
4. LOCATION AND ELEVATION OF ALL IMPROVEMENTS TO BE MET BY NEW WORK TO BE DONE SHALL BE CONFIRMED (CONTRACTORS RESPONSIBILITY) BY FIELD MEASUREMENTS PRIOR TO CONSTRUCTION OF NEW WORK.
5. THE CONTRACTOR SHALL BE RESPONSIBLE TO INSURE THAT ALL SLOPES, STREETS AND UTILITIES ARE BUILT IN ACCORDANCE WITH THESE PLANS. IF THERE IS A QUESTION REGARDING THESE PLANS, THE CONTRACTOR SHALL REQUEST AN INTERPRETATION PRIOR TO BIDDING OR ACCOMPLISHING ANY WORK BY CONTACTING THE ENGINEER OF WORK AT (928) 556-0311.
6. ALL GRADING SHALL BE ACCOMPLISHED UNDER THE SUPERVISION OF A QUALIFIED SOILS ENGINEER WHO SHALL BE THE OWNER'S REPRESENTATIVE TO INSPECT CONSTRUCTION OF FILLS AND BACKFILLS. DEVIATIONS FROM GRADING AND BACKFILL SPECIFICATIONS SHALL BE PERMITTED ONLY UPON THE WRITTEN AUTHORIZATION OF THE SOILS ENGINEER; TOGETHER WITH CONCURRENCE OF THE OWNER, ENGINEER OF WORK, AS WELL AS ANY AGENCY OF JURISDICTION. AFTER GRADING HAS BEEN ACCOMPLISHED, AND THE SOILS ENGINEER HAS COMPLETED HIS OBSERVATION OF THE WORK, NO FURTHER GRADING OR FILLING SHALL TAKE PLACE EXCEPT UNDER THE RENEWED OBSERVATION OF THE SOILS ENGINEER.
7. THE CONTRACTOR SHALL AT HIS OWN COST AND EXPENSE PROVIDE NECESSARY PERMITS, COMPLY WITH LOCAL ORDINANCES AND REGULATIONS, AND CONFORM TO ALL ZONING ORDINANCES AND COVENANTS GOVERNING THE PROJECT LOCATION. THE CONTRACTOR AT HIS OWN COST AND EXPENSE SHALL BE RESPONSIBLE FOR THE ACQUISITION OF ANY NECESSARY EASEMENTS FOR CONSTRUCTION PURPOSES.
8. THE CONTRACTOR SHALL MAINTAIN AND CONTINUALLY UPDATE A COMPLETE SET OF "AS-BUILT" PLANS ON THE PROJECT. SAID PLANS SHALL BE MADE AVAILABLE TO THE OWNER AND/OR ENGINEER FOR REVIEW UPON REQUEST AS THE WORK PROGRESSES. IN ADDITION TO ALL CHANGES AND MODIFICATIONS TO THE WORK UNDER THIS PROJECT, SAID AS-BUILTS SHALL CONTAIN LOCATION AND ELEVATION OF ALL EXISTING UTILITIES FOUND DURING CONSTRUCTION. A COMPLETE SET OF "AS-BUILT" PLANS SHALL BE SUBMITTED TO THE OWNER UPON COMPLETION AND PRIOR TO ACCEPTANCE OF THE WORK.
9. CONTRACTOR SHALL SUBMIT TO OWNER FOR APPROVAL 5 COPIES OF ALL SHOP DRAWINGS, AGGREGATE GRADATIONS, MIX DESIGNS, ETC., AS APPROPRIATE, FOR ALL MATERIALS SCHEDULED FOR USE IN THIS PROJECT INCLUDING WATER PIPE, VALVES AND OTHER APPURTENANCES. COPIES OF ALL SUBMITTALS SHALL BE MADE TO THE ENGINEER OF WORK AS WELL AS ANY REQUESTING AGENCY OF JURISDICTION. PRIOR TO INCORPORATING ANY OF THE SUBMITTED MATERIAL INTO THE WORK, APPROVAL OF OWNER, ENGINEER, AS WELL AS ANY AGENCY OF JURISDICTION IS REQUIRED.
10. CONTRACTOR SHALL REFER TO THE CITY OF FLAGSTAFF "ENGINEERING DESIGN AND CONSTRUCTION STANDARDS AND SPECIFICATIONS" (LATEST EDITION) FOR MANUFACTURERS AND MODELS APPROVED BY THE CITY.

GENERAL NOTES

1. APPROVAL OF THESE PLANS BY THE CITY ENGINEER IS FOR A ONE-YEAR PERIOD, SUBSEQUENT TO THE DATE OF APPROVAL. IF CONSTRUCTION WORK IS NOT STARTED WITHIN THE ONE-YEAR PERIOD, OR HAS BEEN DISCONTINUED FOR ANY REASON FOR LONGER THAN ONE YEAR, THE PLANS SHALL BE RESUBMITTED FOR REVIEW AND REAPPROVAL.
2. PLAN REVIEW BY THE CITY DOES NOT EXTEND TO MATERIAL QUANTITIES SHOWN ON THE PLANS.
3. A PUBLIC WORKS PERMIT, ISSUED BY THE CITY, IS REQUIRED FOR ALL WORK IN CITY RIGHT-OF-WAYS OR EASEMENTS AND FOR CONSTRUCTION OF ANY IMPROVEMENTS INTENDED TO BECOME PUBLIC PROPERTY.
4. THE CITY SHALL BE NOTIFIED 24 HOURS PRIOR TO BEGINNING DIFFERENT PHASES OF CONSTRUCTION SO THAT CITY INSPECTORS MAY BE SCHEDULED.
5. ALL MATERIALS AND WORKMANSHIP SHALL COMPLY WITH THE CITY OF FLAGSTAFF "ENGINEERING DESIGN AND CONSTRUCTION STANDARDS AND SPECIFICATIONS" AND "MAG UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION", WITH THE CITY FLAGSTAFF ADDITIONS AND REVISIONS, AND WITH GENERALLY ACCEPTED GOOD CONSTRUCTION PRACTICE. ALL WORK AND MATERIALS WHICH DO NOT CONFORM TO THE STANDARDS AND SPECIFICATIONS ARE SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
6. ANY WORK PERFORMED WITHOUT THE KNOWLEDGE AND APPROVAL OF THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE, IS SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
7. THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE MAY SUSPEND THE WORK BY WRITTEN NOTICE WHEN, IN HIS JUDGMENT, PROGRESS IS UNSATISFACTORY, WORK BEING DONE IS UNAUTHORIZED OR DEFECTIVE, WEATHER CONDITIONS ARE UNSUITABLE, OR THERE IS DANGER TO THE PUBLIC HEALTH OR SAFETY.
8. THE CITY ENGINEER MAY ORDER ANY OR ALL MATERIALS USED IN THE WORK TO BE TESTED ACCORDING TO THE AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO) AND THE AMERICAN SOCIETY FOR TESTING MATERIALS (ASTM) STANDARDS. THE CONTRACTOR SHALL, AT HIS EXPENSE, SUPPLY ALL SAMPLES REQUIRED FOR TESTING.
9. ALL WEATHER ACCESS, FIRE HYDRANTS AND WATER MAINS, SHALL BE IN PLACE AND APPROVED BEFORE AND AT ALL TIMES DURING CONSTRUCTION OF ON-SITE COMBUSTIBLE CONSTRUCTION. FIRE DEPARTMENT ENGINEERING DIVISION APPROVAL IS REQUIRED FOR OBSTRUCTION OF ACCESS OR WATER SYSTEM SHUTDOWN.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE STREETS AND OF PARTIALLY COMPLETED PORTIONS OF THE WORK. ANY STREETS REQUIRED TO BE CLOSED FOR THE CONSTRUCTION ACTIVITY SHALL BE REOPENED WITHIN A REASONABLE TIME OR UPON ORDER OF THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE.
11. APPROVAL OF A PORTION OF THE WORK IN PROGRESS DOES NOT GUARANTEE ITS FINAL ACCEPTANCE. TESTING AND EVALUATION MAY CONTINUE UNTIL WRITTEN FINAL ACCEPTANCE OF A COMPLETE WORKABLE UNIT. ANY DEFECTS WHICH APPEAR IN THE WORK WITHIN ONE YEAR FROM THE DATE OF ACCEPTANCE AND WHICH ARE DUE TO IMPROPER WORKMANSHIP OR INFERIOR MATERIALS SUPPLIED SHALL BE CORRECTED BY OR AT THE EXPENSE OF THE CONTRACTOR.
12. ACCEPTANCE OF COMPLETED PUBLIC IMPROVEMENTS WILL NOT BE GIVEN UNTIL DEFECTIVE OR UNAUTHORIZED WORK IS REMOVED, AND FINAL CLEAN-UP IS COMPLETE.
13. LOCATION OF UNDERGROUND UTILITIES BEFORE WORK IS BEGUN IS TO BE ACCOMPLISHED IN ACCORDANCE WITH ARS 40-360.22.
14. IF WORK IS DONE ON PRIVATE PROPERTY IN RELATION TO A PROJECT CONSTRUCTED UNDER THESE STANDARDS, THE CONTRACTOR WILL PROVIDE THE CITY WITH WRITTEN AUTHORIZATION FROM THE PROPERTY OWNER TO DO SO.
15. THE ESTABLISHMENT AND USE OF TEMPORARY CONSTRUCTION YARDS SHALL CONFORM TO THE CURRENT CITY LAND DEVELOPMENT CODE STANDARDS FOR "TEMPORARY USES".
16. "ADEQUATE DRAINAGE, EROSION AND SEDIMENT CONTROL MEASURES, BEST MANAGEMENT PRACTICES, AND/OR OTHER STORM WATER MANAGEMENT FACILITIES SHALL BE PROVIDED AND MAINTAINED AT ALL TIMES DURING CONSTRUCTION. DAMAGES TO ADJACENT PROPERTY AND/OR THE CONSTRUCTION SITE CAUSED BY THE CONTRACTOR'S OR PROPERTY OWNER'S FAILURE TO PROVIDE AND MAINTAIN ADEQUATE DRAINAGE AND EROSION/SEDIMENT CONTROL FOR THE CONSTRUCTION AREA SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND/OR PROPERTY OWNER".
17. THE LOCATION OF EXISTING SURVEY MONUMENTS MUST BE REFERENCED AND MADE ACCESSIBLE TO THE CITY. THE MONUMENTS ARE TO BE RESET AFTER OVERLAY AS PER C.O.F. STD. DWG. 11-01-010. THE WORK SHALL BE PERFORMED UNDER THE SUPERVISION OF A REGISTERED LAND SURVEYOR. THE ENGINEER WILL DESIGNATE THE MONUMENTS TO BE RE-SET. MONUMENTATION SHALL CONSIST OF A REINFORCING BAR AND CAP, WITH THE REGISTRANTS NUMBER, THAT SHALL BE DRIVEN OR SECURED BY A MEANS APPROVED BY THE ENGINEER. MONUMENTS SHALL BE FURNISHED BY THE CONTRACTOR. A "RESULTS OF SURVEY" MAP SHALL BE PREPARED AND RECORDED WITH THE OFFICE OF THE COCONINO COUNTY RECORDER BY THE CONTRACTORS SURVEYOR TO SHOW THE MONUMENTS FOUND AND SET.
18. THE CONTRACTOR SHALL SCHEDULE THE PAVEMENT MILLING SO THAT NO STREET SHALL BE MILLED MORE THAN TEN CALENDAR DAYS PRIOR TO ITS SCHEDULED DATE FOR OVERLAY.
19. SEE CONTRACT DOCUMENTS APPENDIX EXHIBIT C FOR A SUMMARY OF REMOVALS AND REPLACEMENTS.

PAVING NOTES

1. EXACT POINT OF MATCHING TERMINATION AND OVERLAY, IF NECESSARY, SHALL BE DETERMINED IN THE FIELD BY THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE.
2. NO JOB WILL BE CONSIDERED COMPLETED UNTIL: A) ALL CURBS, PAVEMENTS, SIDEWALKS AND MANHOLES HAVE BEEN CLEANED OF ALL DIRT AND DEBRIS; B) SURVEY MONUMENTS ARE INSTALLED AND STAMPED; C) ALL FRAMES, COVERS AND VALVE BOXES ARE ADJUSTED TO GRADE.
3. BASE COURSE WILL NOT BE PLACED UNTIL SUBGRADE HAS BEEN APPROVED BY THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE.
4. THE LOCATION OF ALL WATER VALVES, FIRE HYDRANTS, AND MANHOLES MUST AT ALL TIMES DURING CONSTRUCTION BE REFERENCED AND MADE ACCESSIBLE TO THE CITY.
5. UTILITY FACILITIES IN CONFLICT WITH THIS WORK WILL BE RELOCATED BY THE CONTRACTOR. THIS ACTIVITY SHALL BE COORDINATED WITH THE OWNER OF THE UTILITY TO PREVENT ANY UNNECESSARY INTERRUPTION OF SERVICE TO EXISTING CUSTOMERS.
6. EXISTING STREET AND TRAFFIC SIGNS WILL BE MAINTAINED DURING CONSTRUCTION AND RELOCATED BY THE CONTRACTOR AS DIRECTED BY THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE.
7. ALL PORTLAND CEMENT CONCRETE USED FOR CURB AND GUTTER, SIDEWALK AND UTILITY COLLAR(S) SHALL BE M.A.G. CLASS "A" WITH 5% TO 7% AIR ENTERTAINMENT.
8. NO PAVING CONSTRUCTION SHALL BE STARTED UNTIL ALL UTILITY LINES ARE COMPLETED AND APPROVED UNDER PROPOSED PAVED AREAS.
9. ANY CHANGES OR ADDITIONS TO PAVEMENT MARKINGS CAUSED BY PAVEMENT OVERLAY, CHIP SEAL OR INSTALLATION OF UNDERGROUND FACILITIES SHALL BE SHOWN ON THE APPROVED PLANS.
10. A PRIME COAT IS NOT REQUIRED UNLESS SO SPECIFIED IN THE SOILS AND PAVEMENT REPORT AND/OR SHOWN ON THE PLANS.

TRAFFIC CONTROL NOTES

1. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN ALL NECESSARY TRAFFIC CONTROLS TO PROTECT AND GUIDE TRAFFIC THROUGH THE WORK AREA. TRAFFIC CONTROL SHALL BE AS REQUIRED BY MAG SECTION 401. PRIOR TO ANY CONSTRUCTION THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN TO THE CITY OF FLAGSTAFF FOR APPROVAL. SEE SECTION 401.4 OF THE SPECIAL PROVISION.
2. IF AT ANY TIME THE OWNER/ENGINEER DETERMINES THAT PROPER PROVISIONS FOR SAFE TRAFFIC CONTROL ARE NOT BEING PROVIDED OR MAINTAINED, SUSPENSION OF THE WORK MAY BE ORDERED UNTIL THE PROPER LEVEL OF TRAFFIC CONTROL IS ACHIEVED, IN CASE OF SERIOUS OR WILLFUL DISREGARD FOR SAFETY OF WORKMEN OR THE PUBLIC. THE OWNER/ENGINEER MAY PROCEED FORTHWITH TO PLACE TRAFFIC CONTROL MEASURES IN PROPER CONDITION AND DEDUCT THE COST THEREOF FROM MONIES DUE OR BECOMING DUE THE CONTRACTOR.
3. NO PROVISION OF THIS SECTION SHALL BE CONSTRUED TO RELIEVE THE CONTRACTOR OF HIS RESPONSIBILITY TO PROVIDE JOB SITE SAFETY TO BOTH WORKMEN AND THE PUBLIC.

DEFINITIONS

HMA- HOT MIX ASPHALT - PER MAG SECTION 710 PG 50-28
PG- PERFORMANCE GRADE
OCI- OVERALL CONDITION INDEX

LEGEND - EXISTING IMPROVEMENTS

6800 — MAJOR CONTOUR
MINOR CONTOUR
GAS LINE
WATER LINE
SEWER LINE
STORM DRAIN PIPE
GUARDRAIL
UTILITY EASEMENT
CENTERLINE
FENCE LINE
PROPERTY LINE
ADOT RIGHT-OF-WAY LINE
EDGE OF ROADWAY
VERTICAL CURB
ROLL CURB
SINGLE CURB
CONCRETE
LIGHT POLE
SEWER MANHOLE
WATER VALVE
(x50) CONTROL POINT
TREE DIAMETER IN INCHES
BUILDING

LEGEND - PROPOSED IMPROVEMENTS

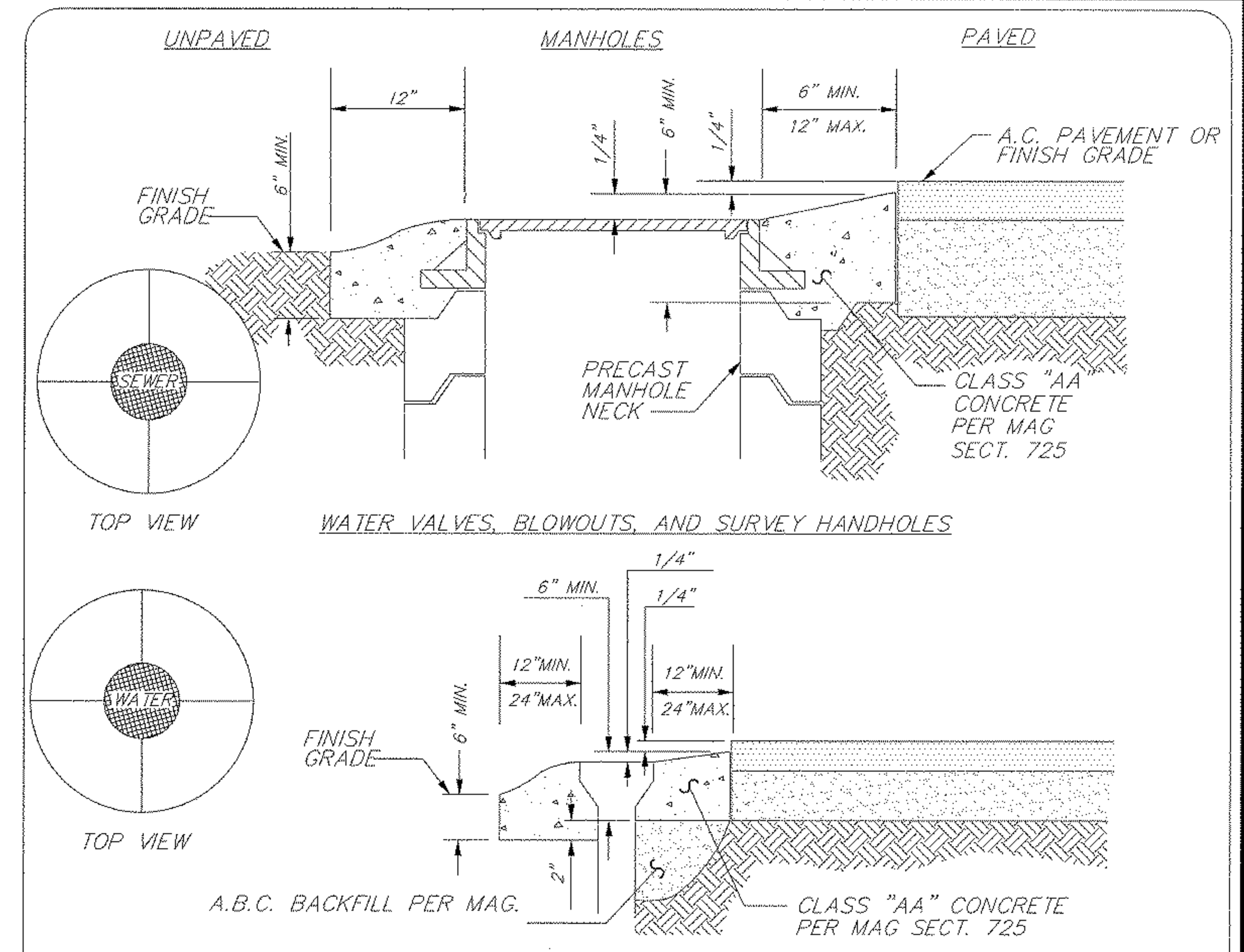
6800 — MAJOR CONTOUR
MINOR CONTOUR
ALIGNMENT
STORM DRAIN PIPE
GUARDRAIL
FENCE LINE
CHANNEL-TOP
CHANNEL-BOTTOM
CHANNEL-CENTERLINE
CUTOFF WALL
GRAVITY RETAINING WALL
VERTICAL CURB
ASPHALT
CONCRETE
SHOTCRETE
GROUTED RIP RAP
STORM DRAIN MANHOLE

ABBREVIATIONS

ABC	AGGREGATE BASE COURSE
AC	ASPHALTIC CONCRETE
CY	CUBIC YARD
CMP	CORRUGATED METAL PIPE
FL	FLOWLINE
EA	EACH
ELEV	ELEVATION
EP	EDGE OF PAVEMENT
EX	EXISTING
FG	FINISH GRADE
GA	GAUGE
LF	LINEAR FOOT
LS	LUMP SUM
MAG	MARICOPA ASSOCIATION OF GOVERNMENTS
O.C.	ON CENTER
PL	PROPERTY LINE
RCP	REINFORCED CONCRETE PIPE
SF	SQUARE FEET
STA	STATION
STD	STANDARD DETAIL
SY	SQUARE YARD
TBC	TOP BACK OF CURB
TR	TREE
TYP	TYPICAL
VG	VALLEY GUTTER
W.W.M.	WOVEN WIRE MESH

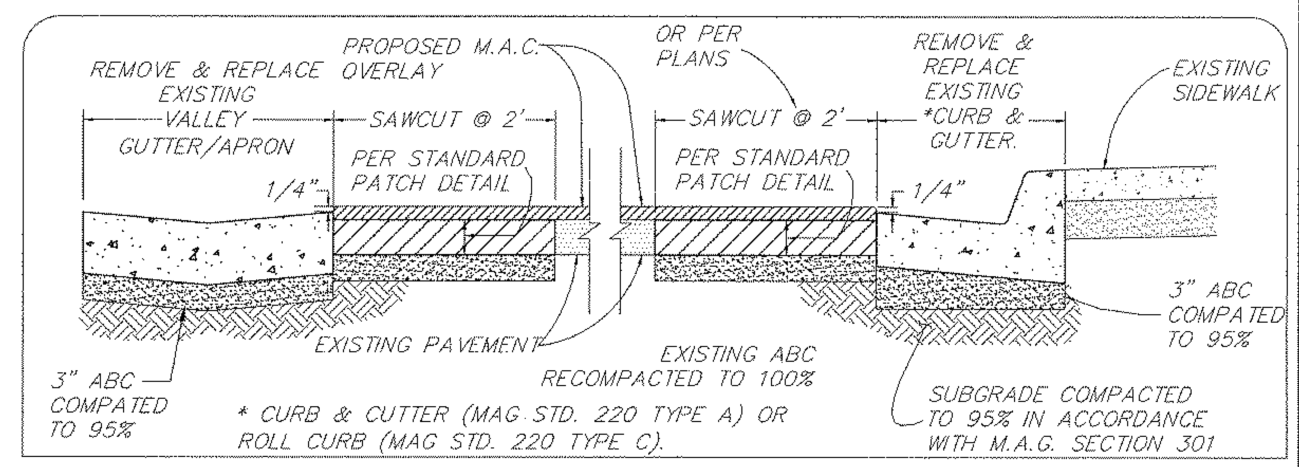
SURVEY CONTROL

1. CONTROL POINT ELEVATIONS AND COORDINATES ARE LOCAL DATUM, TYPICAL FOR EACH PROJECT LOCATION.



NOTES:
1. TOP OF VALVE BOX AND CONCRETE RING MUST BE ¼" BELOW FINISHED GRADE.
2. CONCRETE COLLAR FOR VALVES AND MANHOLES SHALL HAVE FOUR (4) STRESS JOINTS AT 90° ANGLES.
3. DEPTH OF CONCRETE SHALL BE A MINIMUM OF 6" OR SAME AS A.C. AND A.B.C. SECTION, NOT TO EXCEED 8".
4. VALVES AND MANHOLES LOCATED ADJACENT TO CONCRETE PAVING SHALL HAVE A 2'X2' SQUARE COLD JOINT OR EXPANSION JOINT CONCRETE COLLAR WITH 4 STRESS JOINTS AT 90° ANGLES.

121 Ring, Frame, or Cover Installation/Adjustment Detail
NO SCALE

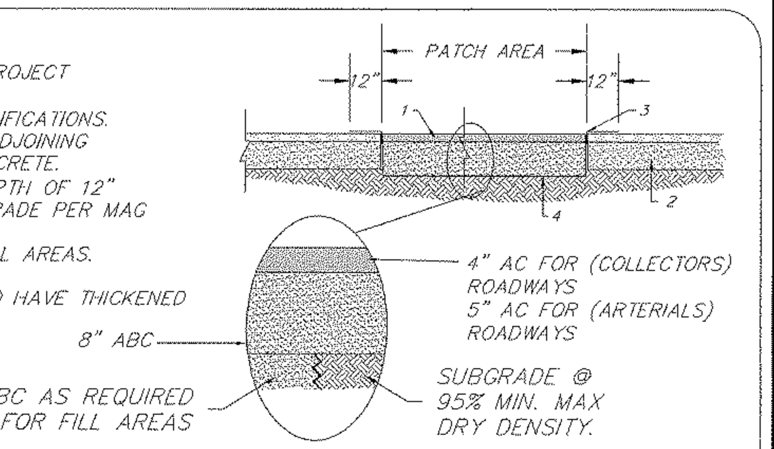


301 TYPICAL PAVEMENT R&R @ CURB AND GUTTER, VALLEEY GUTTER, AND APRON REPLACEMENT
NO SCALE

1. NEW ASPHALT CONCRETE PER MAG AND PROJECT SPECIFICATIONS.
2. 8" NEW ABC PER MAG AND PROJECT SPECIFICATIONS.
3. APPLY BITUMINUOUS TACK COAT TO ALL ADJOINING SURFACES OF THE EXISTING ASPHALT CONCRETE.
4. EXCAVATE PATCH AREA TO A MINIMUM DEPTH OF 12" BELOW PAVEMENT GRADE. COMPACT SUBGRADE PER MAG AND PROJECT SPECIFICATIONS.
5. PROVIDE EXTRA ABC AS REQUIRED FOR FILL AREAS.

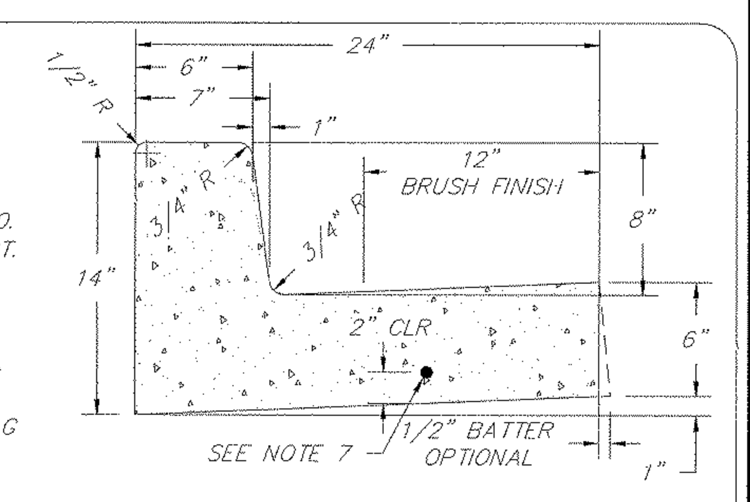
NOTE: FREE EDGES OF PAVEMENT PATCHES TO HAVE THICKENED ASPHALT SECTION PER MAG SD 201, TYPE B.

(SEE SPECIAL PROVISIONS, FOR ADDITIONAL INFORMATION)



302 STANDARD PATCH DETAIL
NO SCALE

NOTES
1. ALL EXPOSED SURFACES TO BE TROWEL FINISHED EXCEPT AS SHOWN. SEE MAG SECT. 340.
2. CONTRACTION JOINTS SPACING 10' MAXIMUM.
3. EXPANSION JOINTS AS PER SECT. 340.
4. CONCRETE TO BE CLASS 'B' PER SECT. 725.
5. WHEN THE ADJACENT PAVEMENT SECTION SLOPES AWAY FROM THE GUTTER, THE SLOPE OF THE GUTTER PAN SHALL MATCH PAVEMENT CROSS SLOPE.
6. CONCRETE SHALL BE TYPE B PER MAG SECT. 725.
7. #5 CONTINUOUS REBAR IN RETAINING WALL AREAS ONLY.



303 MODIFIED VERTICAL CURB DETAIL
NO SCALE

REVISIONS

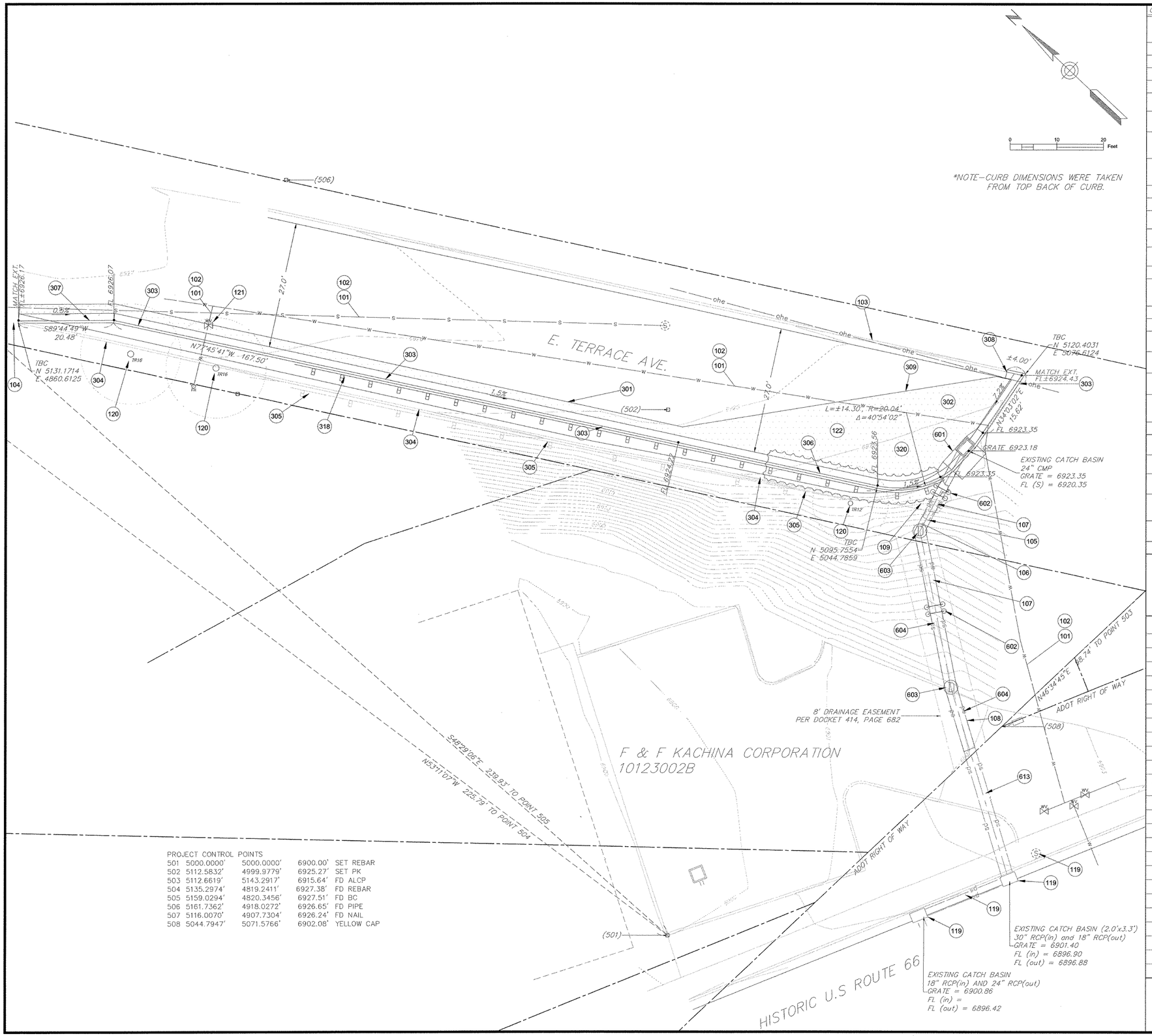
NOTES AND DETAILS
CITY OF FLAGSTAFF
DRAINAGE IMPROVEMENT PROJECTS

PLATEAU ENGINEERING
CIVIL ENGINEERS AND LAND SURVEYORS
202 EAST BIRCH AVENUE
FLAGSTAFF, ARIZONA 86001
(928) 556-0311 FAX (928) 213-9614

		DATE
JOB NO.	1172	
DESIGNED BY	JH	11/2012
DRAWN BY	ER/JP	11/2012
CHECKED BY	JH	11/2012

REGISTERED PROFESSIONAL ENGINEER CERTIFICATE NO. 14265 JAMES D. HALL CIVIL ARIZONA, U.S.A. Date Signed 11/30/2012 Expires: 03/31/2015

SHT. NO. TOTAL SHTS.
2 OF 10



PROJECT CONTROL POINTS

501	5000.0000'	5000.0000'	6900.00'	SET REBAR
502	5112.5832'	4999.9779'	6925.27'	SET PK
503	5112.6619'	5143.2917'	6915.64'	FD ALCP
504	5135.2974'	4819.2411'	6927.38'	FD REBAR
505	5159.0294'	4820.3456'	6927.51'	FD BC
506	5161.7362'	4918.0272'	6926.65'	FD PIPE
507	5116.0070'	4907.7304'	6926.24'	FD NAIL
508	5044.7947'	5071.5766'	6902.08'	YELLOW CAP

CONSTRUCTION NOTES

101	WARNING! EXACT DEPTH AND LOCATION OF EXISTING UNDERGROUND UTILITY IS UNKNOWN. VERIFY DEPTH AND LOCATION PRIOR TO CONSTRUCTION.
102	WARNING! EXISTING UNDERGROUND UTILITY. PROTECT IN PLACE.
103	EXISTING ROLL CURB PROTECT IN PLACE.
104	EXISTING VERTICAL CURB PROTECT IN PLACE.
105	REMOVE EXISTING ABANDONDED 18" CMP PIPE OUTLET
106	REMOVE AND DISPOSE OF EXISTING 6" VERTICAL ACP AND 4" VERTICAL DI PIPES
107	VERIFY LOCATION AND CONDITION OF EXISTING 24" CMP, REMOVE AND REPLACE PER TRENCH DETAIL (107) ON SHEET 4.
108	VERIFY LOCATION AND CONDITION OF EXISTING 30" RCP, REMOVE AND REPLACE PER TRENCH DETAIL (107) ON SHEET 4. CONNECT TO EXISTING UN–DAMAGED RCP.
109	EXCAVATE AND FIELD VERIFY CONDITION OF EXISTING ABANDONED CONCRETE INLET STRUCTURE. COORDINATE WITH OWNER'S REP FOR GUIDANCE, REGARDING MODIFICATION OR REMOVAL.
119	PROTECT EXISTING IMPROVEMENTS IN PLACE.
120	CONTRACTOR TO PROTECT EXISTING TREES IN PLACE.
121	ADJUST EXISTING VALVE ASSEMBLY TO NEW GRADE PER DETAIL 121 ON SHEET 2.
122	REMOVE EXISTING ASPHALT AND REPLACE WITH SCHEDULED IMPROVEMENTS.
301	SAWCUT EXISTING ASPHALT 2' FROM EDGE OF PAVEMENT FOR CONSTRUCTION OF IMPROVEMENTS, PER DETAIL 301 ON SHEET 2.
302	PATCH PER STANDARD PATCH DETAIL (302) ON SHEET 2.
303	CURB TYPE A MODIFIED (8" VERTICAL) SIMILAR TO MAG. STD 220 TYPE A OVER 3" ABC PER MODIFIED VERTICAL CURB DETAIL (303) ON SHEET 2.
304	REMOVE EXISTING CURB.
305	REMOVE EXISTING GUARD RAIL.
306	CONCRETE GRAVITY RETAINING WALL AND CURB AND GUTTER PER GRAVITY RETAINIG WALL DETAIL (306) ON SHEET 4.
307	CURB TRANSITION 20' FROM MAG 220 TYPE A (6" VERTICAL)TO TYPE A MODIFIED (8" VERTICAL) OVER 3" ABC.
308	CURB TRANSITION 10' FROM TYPE A MODIFIED (8" VERTICAL) TYPE C (ROLL – SPILL) SIMILAR PER MAG STD 221, OVER 3" ABC.
309	SAWCUT EXISTING ASPHALT (SEE PLANS FOR OFFSET FROM EDGE OF PAVEMENT) FOR CONSTRUCTION OF IMPROVEMENTS, SIMILAR TO DETAIL 301 ON SHEET 2.
318	NEW GUARDRAIL PER DETAIL 318 ON SHEET 4.
320	AGGREGATE BASE BELOW PATCH SECTION AS REQUIRED, SEE STANDARD PATCH DETAIL (302) ON SHEET 2.
601	CATCH BASIN (TYPE D WITH 3' WING) PER MAG STD. 533 OVER 6" ABC.
602	CONCRETE ANCHORS AT EVERY JOINT, 1.5' ON EACH SIDE OF JOINTS PER CONCRETE ANCHOR DETAIL (602) ON SHEET 4.
603	STORM DRAIN MANHOLE PER CITY OF FLAGSTAFF STANDARD DETAILS AT EVERY NEW BEND (VERTICAL AND HORIZONTAL) IN STORM WATER LINE.
604	RECONSTRUCT STORM WATER LINE PER EXISTING AT UNIFORM ALIGNMENT AND GRADE AND PER TRENCH DETAIL (107) ON SHEET 4.
613	CLEAN EXISTING RCP OF ROCKS AND DEBRIS.

QUANTITIES

TYPE	UNITS	AMOUNT
SAW CUT	LF	216
REMOVE EXISTING ASPHALT	SY	123
REMOVE EXISTING CURB AND GUTTER	LF	237
REMOVE EXISTING GUARD RAIL	LF	125
REMOVE EXISTING CATCH BASIN	EA	1
ADJUST WATER VALVE	EA	1
REMOVE EXISTING 24" CMP	LF	60
REMOVE EXISTING 30" RCP	LF	15
REMOVE EXISTING PIPE OUTLET	EA	1
MODIFY OR REMOVE EXISTING CONCRETE STRUCTURE	EA	1
CLEAN EXISTING RCP	LF	30
MISC. OTHER REMOVALS	LS	1
NEW ASPHALT PATCH	SY	123
NEW AGGREGATE BASE	LS	1
NEW 8" VERTICAL CURB AND GUTTER	LF	220
NEW GUARD RAIL	LF	143
RETAINING WALL	LF	40
NEW CATCH BASIN MAG TYPE 'D'	EA	1
NEW 24" CMP	LF	60
NEW 30" RCP	LF	15
STORM DRAIN MANHOLE	EA	2
ANCHOR ASSEMBLY	EA	4
TRAFFIC CONTROL	LS	1

WARNING!! EXACT DEPTH AND LOCATION OF EXISTING UNDERGROUND UTILITIES IS UNKNOWN. CONTRACTOR TO FIELD VERIFY PRIOR TO CONSTRUCTION.

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REVISIONS

522 E. ROUTE 66/KACHINA IMPROVEMENTS

CITY OF FLAGSTAFF DRAINAGE IMPROVEMENT PROJECTS

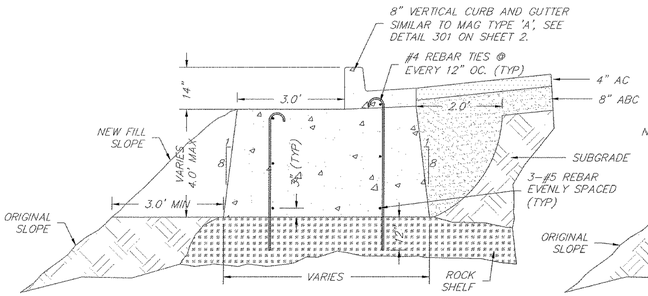
PLATEAU ENGINEERING
CIVIL ENGINEERS AND LAND SURVEYORS
202 EAST BIRCH AVENUE
FLAGSTAFF, ARIZONA 86001
(928) 556-0311 FAX (928) 213.9614

		DATE
JOB NO.	1172	
DESIGNED BY	JH	11/2012
DRAWN BY	ER	11/2012
CHECKED BY	JH	11/2012

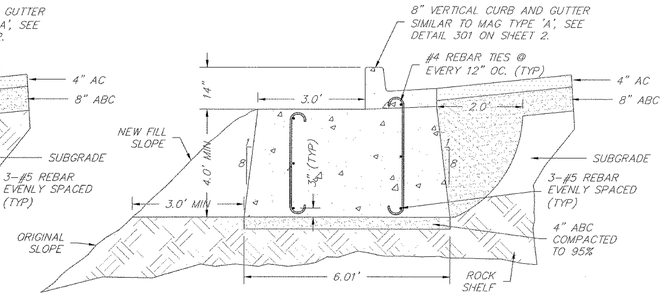
REGISTERED PROFESSIONAL ENGINEER (CIVIL) CERTIFICATE NO. 33184 JAMES D. HALL Date Signed 11/30/2012 ARIZONA, U.S.A. Expires: 03/31/2013

SHT. NO. TOTAL SHTS.

3 OF 10



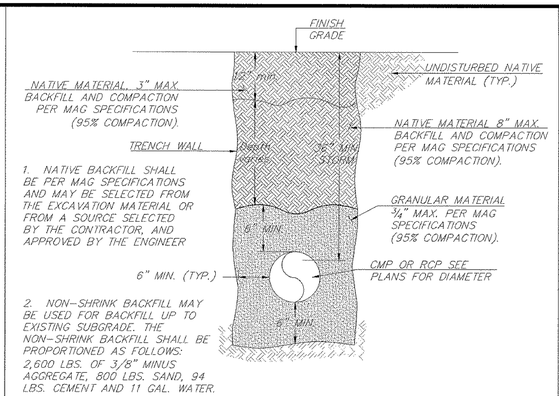
COMPETENT NON-FRACTURED ROCK



NATIVE SOIL

NOTES
1. SEE PLANS FOR LOCATION.
2. GRAVITY RETAINING WALL IS TO BE TIED INTO COMPETENT NON-FRACTURED ROCK WITH OUT EXCEEDING A WALL HEIGHT OF 4 FEET.
3. REBAR IS TO BE DRILLED AND EPOXIED AT LEAST 12" INTO COMPETENT NON-FRACTURED ROCK WHERE NEEDED.
4. CONCRETE SHALL BE MAG AA 4000 PSI PER SECTION 725.
5. ROCK COMPETENCY TO BE DETERMINED BY OWNERS REPRESENTATIVE.

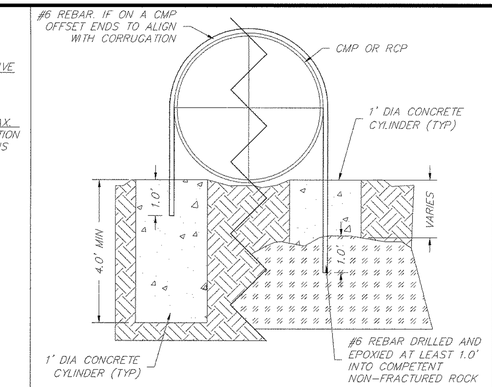
306 GRAVITY RETAINING WALL DETAIL
NO SCALE



1. NATIVE BACKFILL SHALL BE PER MAG SPECIFICATIONS AND MAY BE SELECTED FROM THE EXCAVATION MATERIAL OR FROM A SOURCE SELECTED BY THE CONTRACTOR, AND APPROVED BY THE ENGINEER

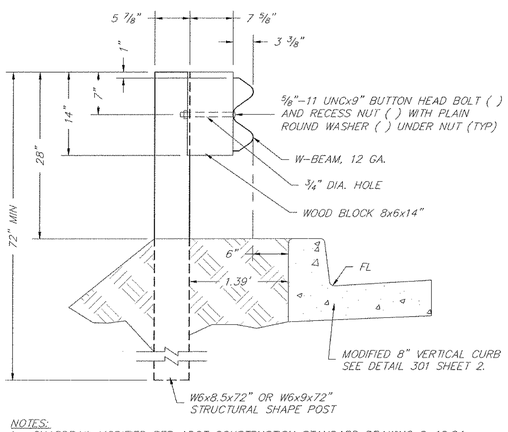
2. NON-SHRINK BACKFILL MAY BE USED FOR BACKFILL UP TO EXISTING SUBGRADE. THE NON-SHRINK BACKFILL SHALL BE PROPORTIONED AS FOLLOWS: 2,600 LBS. OF 3/8" MINUS AGGREGATE, 800 LBS. SAND, 94 LBS. CEMENT AND 11 GAL. WATER.

107 TRENCH UNPAVED EASEMENT DETAIL
NO SCALE



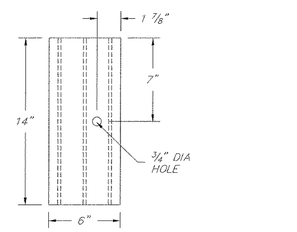
NOTES
1. CONCRETE TO BE MAG AA 4000 PSI CONCRETE.
2. ANCHOR TO BE PLACED 1.5' ON BOTH SIDES OF STORM WATER PIPE JOINTS WHERE SLOPES EXCEED 20%

602 ANCHOR DETAIL
NO SCALE

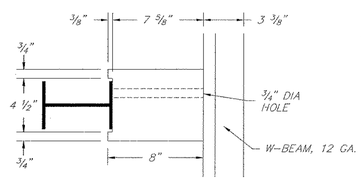


NOTES:
1. GUARDRAIL MODIFIED PER ADOT CONSTRUCTION STANDARD DRAWING C-10.04

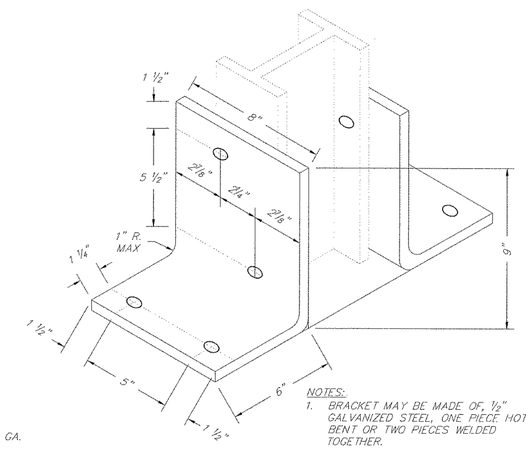
SECTION A-A GUARD RAIL W/ NO RETAINING WALL



FRONT VIEW OF WOOD BLOCK

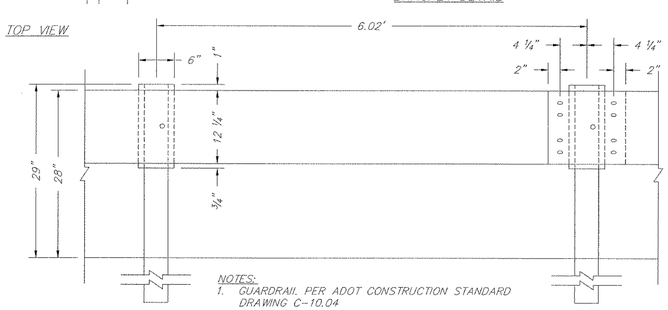


TOP VIEW



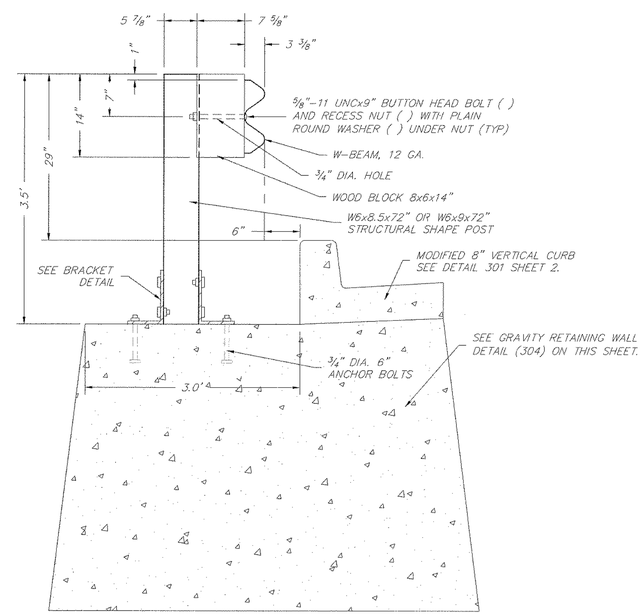
NOTES:
1. BRACKET MAY BE MADE OF, ½" GALVANIZED STEEL, ONE PIECE HOT BENT OR TWO PIECES WELDED TOGETHER.

BRACKET DETAIL



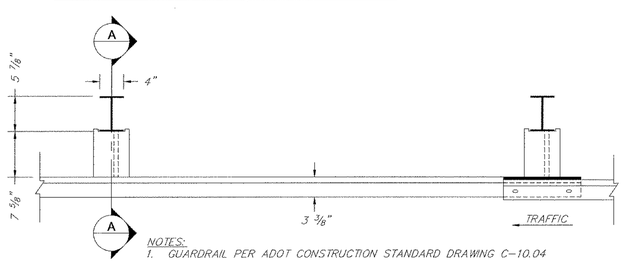
NOTES:
1. GUARDRAIL PER ADOT CONSTRUCTION STANDARD DRAWING C-10.04

PROFILE VIEW



NOTES:
1. GUARDRAIL MODIFIED PER ADOT CONSTRUCTION STANDARD DRAWING C-10.07

SECTION A-A GUARD RAIL W/ RETAINING WALL



NOTES:
1. GUARDRAIL PER ADOT CONSTRUCTION STANDARD DRAWING C-10.04

PLAN VIEW

NOTES:
1. SEE PLANS FOR LOCATION.
2. DETAILS ARE MODIFIED PER ADOT STANDARD GUARD RAIL DETAILS.
3. SEE ADOT STANDARD DETAIL C-10.00 FOR GUARDRAIL MEASUREMENT LIMITS.
4. SEE ADOT STANDARD DETAIL C-10.01 FOR GUARDRAIL INSTALLATION TYPE A AND REFLECTOR TAB.
5. SEE ADOT STANDARD DETAIL C-10.06 FOR W-BEAM GUARDRAIL NESTED TYPES 1 AND 2.

318 TRENCH UNPAVED EASEMENT DETAIL
NO SCALE

WARNING!! EXACT DEPTH AND LOCATION OF EXISTING UNDERGROUND UTILITIES IS UNKNOWN. CONTRACTOR TO FIELD VERIFY PRIOR TO CONSTRUCTION.

CALL TWO WORKING DAYS BEFORE YOU DIG
263-1100
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[OUTSIDE MARICOPA COUNTY]

REVISIONS

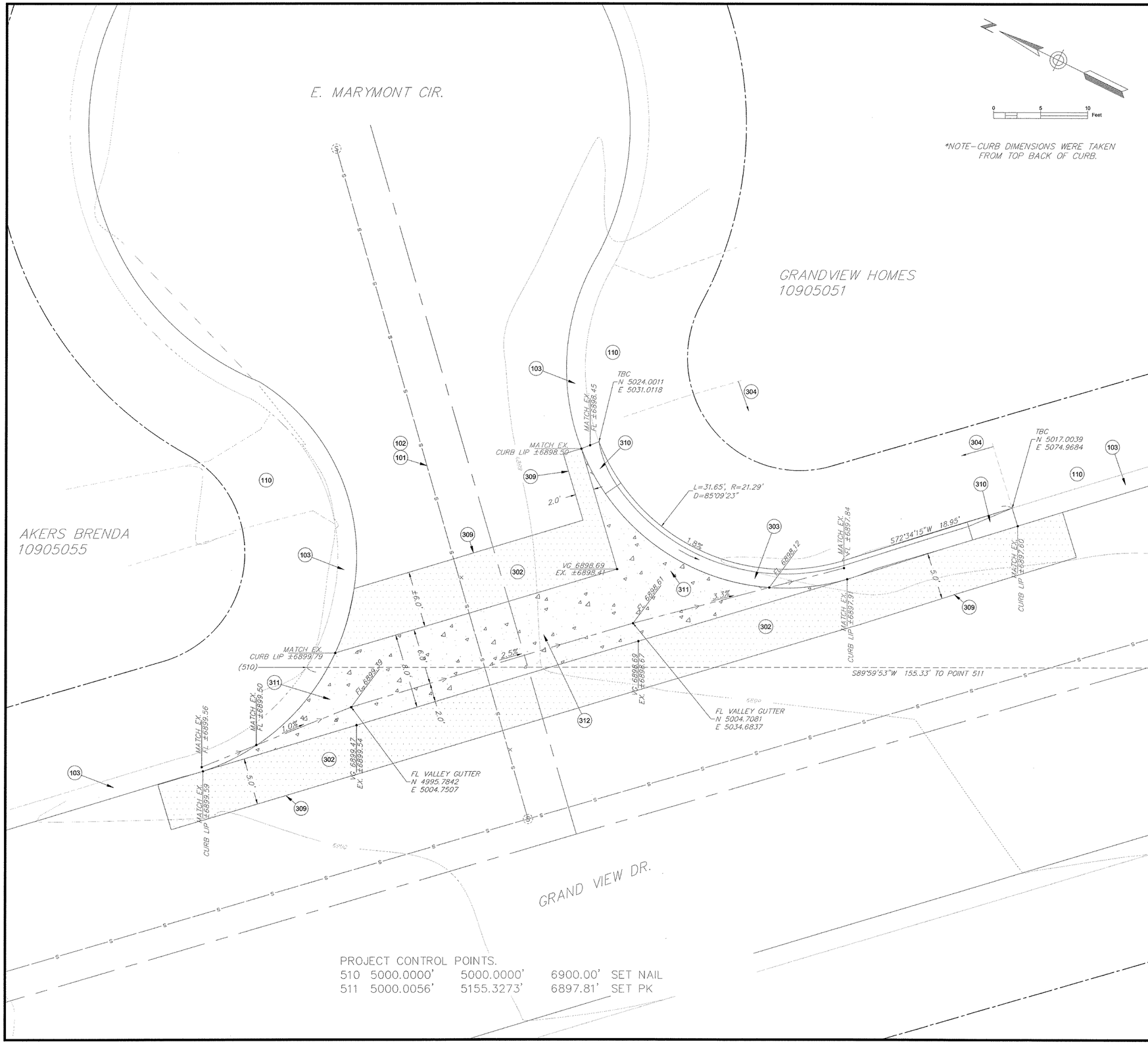
522 E. ROUTE 66/KACHINA DETAILS
CITY OF FLAGSTAFF
DRAINAGE IMPROVEMENT PROJECTS

PLATEAU ENGINEERING
CIVIL ENGINEERS AND LAND SURVEYORS
202 EAST BIRCH AVENUE
FLAGSTAFF, ARIZONA 86001
(928) 556-0311 FAX (928) 213-9614

		DATE
JOB NO.	1172	
DESIGNED BY	JH	11/2012
DRAWN BY	CR	11/2012
CHECKED BY	JH	11/2012

REGISTERED PROFESSIONAL ENGINEER (CIVIL) 14265 JAMES D. HALL Date Signed 11/30/2012 ARIZONA, U.S.A. Expires: 03/31/2013

SHT. NO. TOTAL SHTS.
4 OF 10



CONSTRUCTION NOTES	
101	WARNING! EXACT DEPTH AND LOCATION OF EXISTING UNDERGROUND UTILITY IS UNKNOWN. VERIFY DEPTH AND LOCATION PRIOR TO CONSTRUCTION.
102	WARNING! EXISTING UNDERGROUND UTILITY. PROTECT IN PLACE.
103	EXISTING ROLL CURB PROTECT IN PLACE.
110	EXISTING DRIVEWAY PROTECT IN PLACE
122	REMOVE EXISTING ASPHALT AND REPLACE WITH SCHEDULED IMPROVEMENTS.
302	PATCH PER STANDARD PATCH DETAIL (302) ON SHEET 2.
303	CURB TYPE A MODIFIED (8" VERTICAL) SIMILAR TO MAG. STD 220 TYPE A OVER 3" ABC PER MODIFIED VERTICAL CURB DETAIL (303) ON SHEET 2.
304	REMOVE EXISTING CURB.
309	SAWCUT EXISTING ASPHALT (SEE PLANS FOR OFFSET FROM EDGE OF PAVEMENT) FOR CONSTRUCTION OF IMPROVEMENTS, SIMILAR TO DETAIL 301 ON SHEET 2.
310	CURB TRANSITION 5' FROM TYPE A MODIFIED (8" VERTICAL) TYPE C (ROLL – SPILL) SIMILAR PER MAG STD 221, OVER 3" ABC.
311	8" THICK CONCRETE APRON AND VALLEY GUTTER (MODIFIED) WITH 6x6x10 GA. W.W.M. OR FIBER MESH CONC. PER CITY OF FLAGSTAFF STANDARD DETAILS (TYP).

QUANTITIES

TYPE	UNITS	AMOUNT
SAW CUT	LF	150
REMOVE ASPHALT	SY	123
REMOVE CURB AND GUTTER	LF	51
ASPHALT PATCH	SY	77
NEW 8" CURB AND GUTTER	LF	51
VALLEY GUTTER AND APRON	SF	410
TRAFFIC TRAFFIC	LS	1

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REVISIONS

E. MARYMONT CIR. IMPROVEMTS

CITY OF FLAGSTAFF DRAINAGE IMPROVEMENT PROJECTS

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202 EAST BIRCH AVENUE
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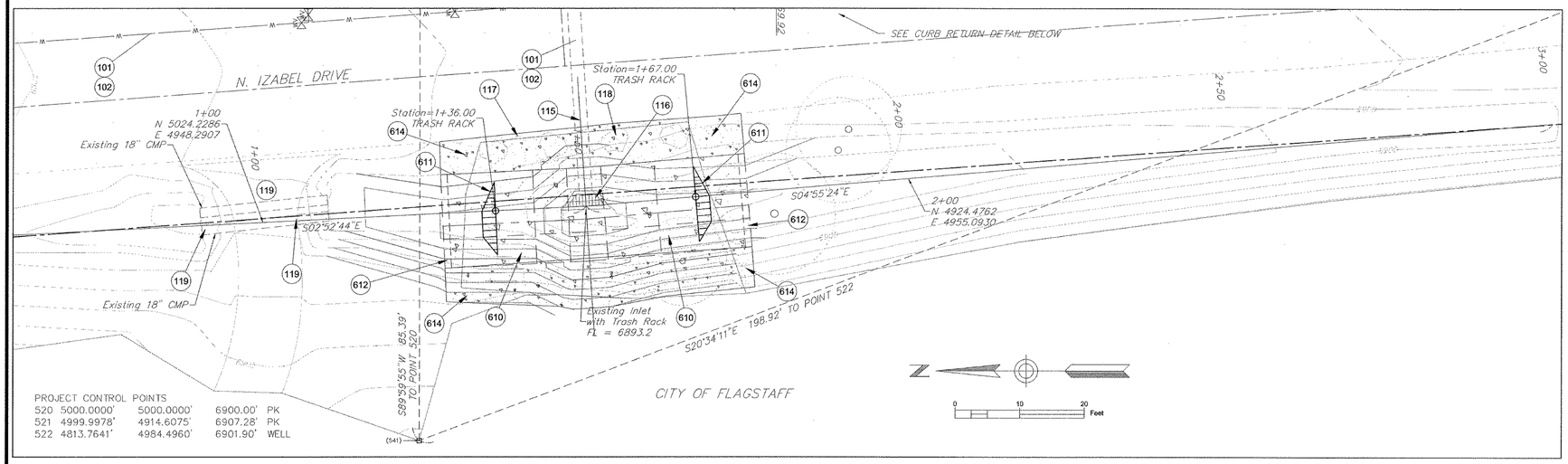
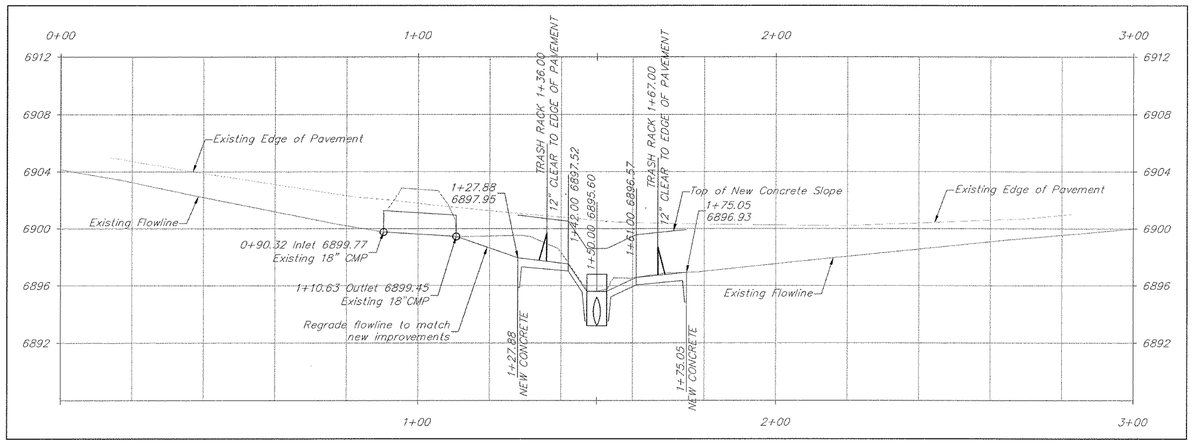
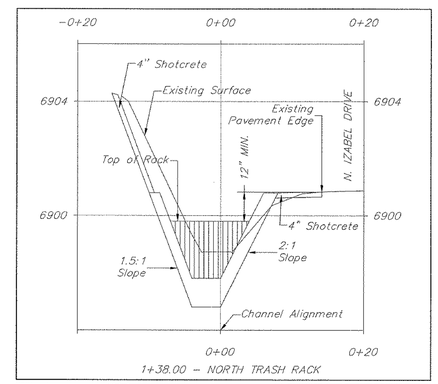
REGISTERED PROFESSIONAL ENGINEER (CIVIL) CERTIFICATE NO. 14265 JAMES D. HALL ARIZONA, U.S.A. Date Signed 11/30/12 Expires: 03/31/2013

SHT. NO.	TOTAL SHTS.
5	OF 10

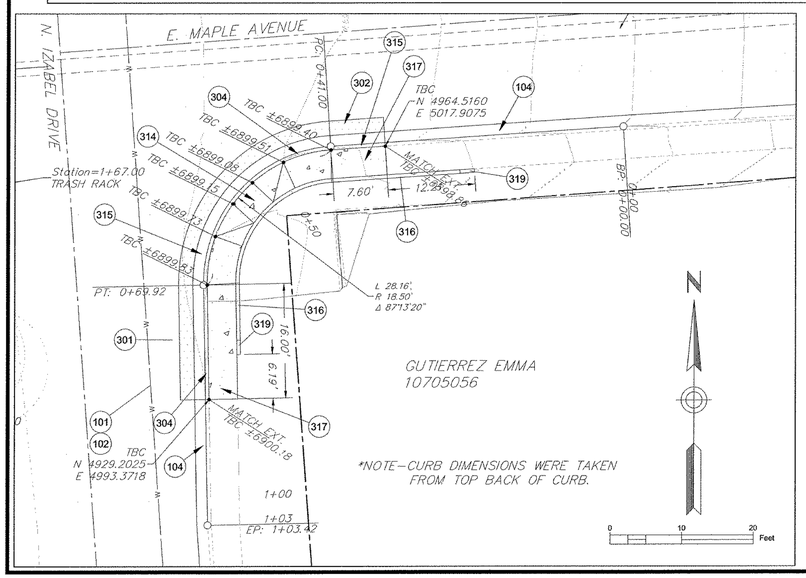


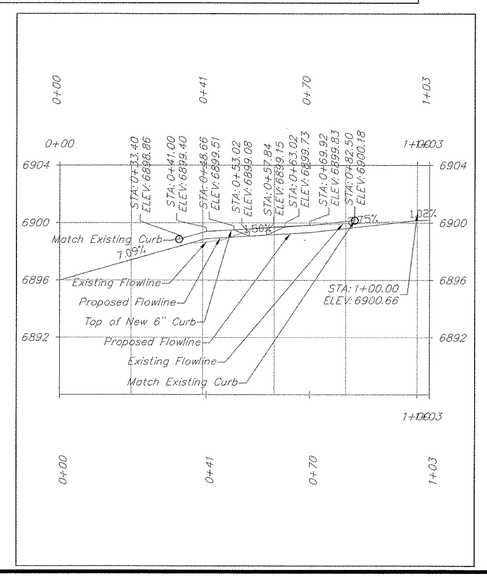
CONSTRUCTION NOTES	
101	WARNING! EXACT DEPTH AND LOCATION OF EXISTING UNDERGROUND UTILITY IS UNKNOWN. VERIFY DEPTH AND LOCATION PRIOR TO CONSTRUCTION.
102	WARNING! EXISTING UNDERGROUND UTILITY. PROTECT IN PLACE.
104	EXISTING VERTICAL CURB PROTECT IN PLACE.
115	EXISTING 24" RCP, PROTECT IN PLACE.
116	EXISTING CONCRETE INLET AND TRASH RACK, PROTECT IN PLACE.
117	REMOVE EXISTING DELINEATORS AS NEEDED FOR CONSTRUCTION, REPLACE PER COF STANDARD DELINEATOR DETAIL 10-06-011.
118	REMOVE AND RESET EXISTING BOULDERS AS NEEDED FOR CONSTRUCTION.
119	PROTECT EXISTING IMPROVEMENTS IN PLACE.
301	SAWCUT EXISTING ASPHALT 2' FROM EDGE OF PAVEMENT FOR CONSTRUCTION OF IMPROVEMENTS, PER DETAIL 301 ON SHEET 2.
302	PATCH PER STANDARD PATCH DETAIL (302) ON SHEET 2.
304	REMOVE EXISTING CURB.
314	SIDEWALK RAMP PER MAG STD. 232 AND DETAIL 314 ON SHEET 7, OVER 4" ABC.
315	CURB AND GUTTER PER MAG. STD 220 (TYPE A) OVER 3" ABC.
316	CURB TYPE B MODIFIED (8" SINGLE) SIMILAR TO MAG STD. 222 TYPE B OVER 3" ABC AND PER DETAIL 316 ON SHEET 7.
317	SIDEWALK PER MAG STD. 230 OVER 3" ABC.
319	2' CURB TERMINATION FROM TYPE B MODIFIED (8" SINGLE) TO DAYLIGHT.
610	TYPICAL CHANNEL, SEE DETAIL 610 ON SHEET 7.
611	TYPICAL TRASH RACK, SEE DETAIL 611 ON SHEET 7.
612	CONCRETE CHANNEL TURN DOWN, SEE DETAIL 612 ON SHEET 7.
614	4" SHOTCRETE (COLORED PER OWNERS DIRECTION), WITH 6x6x10 GA. W.W., SEE DETAIL 610 ON SHEET 7

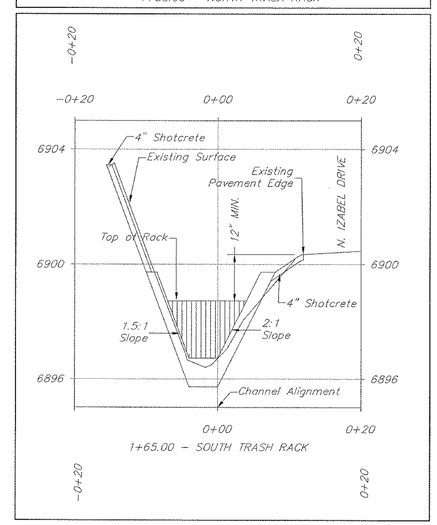




1+38.00 – NORTH TRASH RACK







1+65.00 – SOUTH TRASH RACK

QUANTITIES

TYPE	UNITS	AMOUNT
SAW CUT	LF	62
REMOVE EXISTING ASPHALT	SY	13
REMOVE EXISTING CURB	LF	52
REMOVE EXITING SIDEWALK RAMP	EA	1
REMOVE EXISTING SIDEWALK	SF	144
REMOVE EXISTING GROUTED RIP RAP	SY	110
REMOVE AND REPLACE DELINEATORS	EA	4
REMOVE AND RESET BOULDERS	EA	4
NEW ASPHALT	SY	13
NEW CURB AND GUTTER	LF	52
NEW SIDEWALK RAMP	EA	1
NEW SIDEWALK	SF	144
NEW 8" WALL	LF	52
NEW CONCRETE CHANNEL	SF	780
NEW CONCRETE TURN DOWN	LF	34
SHOTCRETE	SF	705
NEW TRASH RACK	EA	2
GRADING	LS	1
TRAFFIC CONTROL	LS	1

WARNING!! EXACT DEPTH AND LOCATION OF EXISTING UNDERGROUND UTILITIES IS UNKNOWN. CONTRACTOR TO FIELD VERIFY PRIOR TO CONSTRUCTION.

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[OUTSIDE MARICOPA COUNTY]

REVISIONS

N. IZABEL ST. IMPROVEMENTS

CITY OF FLAGSTAFF DRAINAGE IMPROVEMENT PROJECTS

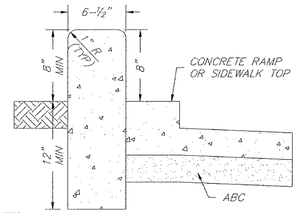
PLATEAU ENGINEERING
CIVIL ENGINEERS AND LAND SURVEYORS
2020 E. ROUTE 66 #B
FLAGSTAFF, ARIZONA 86001
(928) 556-0311 FAX (928) 213-9614

JOB NO.	1172	DATE
DESIGNED BY	JH	11/2012
DRAWN BY	ER/JP	11/2012
CHECKED BY	JH	11/2012

REGISTERED PROFESSIONAL ENGINEER (CIVIL) 14265 JAMES D. HALL Date Signed 11/30/2012 ARIZONA, U.S.A. Expires: 03/31/2013

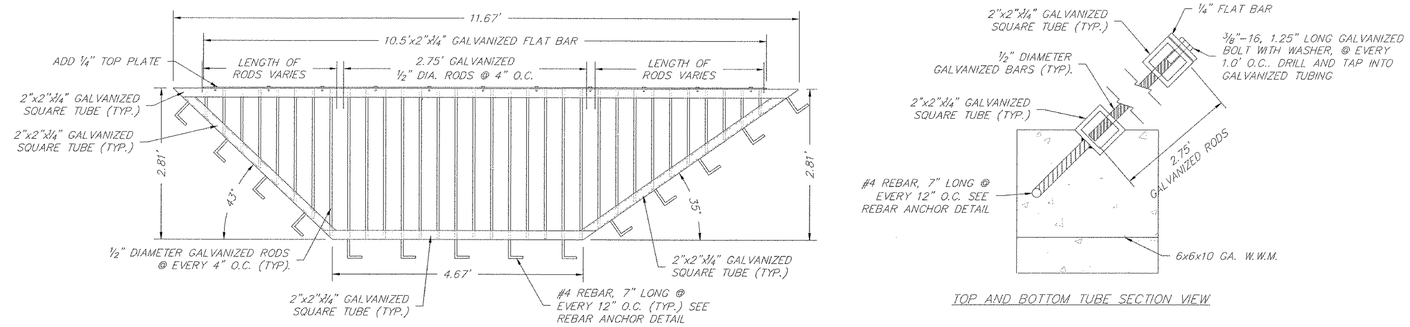
SHT. NO. TOTAL SHTS.

6 OF 10



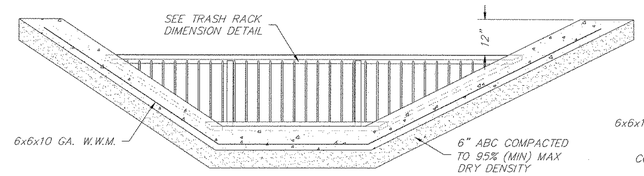
NOTES
1. ALL VERTICAL SURFACES TO BE FORMED.
2. VERTICAL SURFACES DOWN FROM 2" BELOW UNDISTURBED SOIL MAY BE PLACED AGAINST NEAT CUT IF APPROVED BY THE ENGINEER AND CONCRETE WILL NOT EXTEND MORE THAN 1" BEYOND THEORETICAL FACE.
3. ALL EXPOSED SURFACES TO BE STRIPPED GREEN AND TROWEL FINISHED.
4. CONCRETE CURBS CONFORM TO MAG SECT. 340.
5. MAXIMUM SPACING OF CONTRACTION JOINTS IS 10'
6. CONCRETE TO BE CLASS 'B' PER SECT. 725.

316 MODIFIED SINGLE CURB DETAIL
NO SCALE

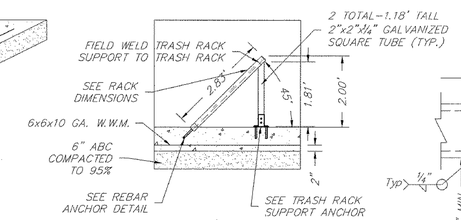


RACK DIMENSIONS

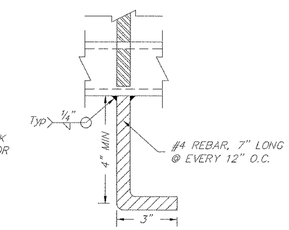
TOP AND BOTTOM TUBE SECTION VIEW



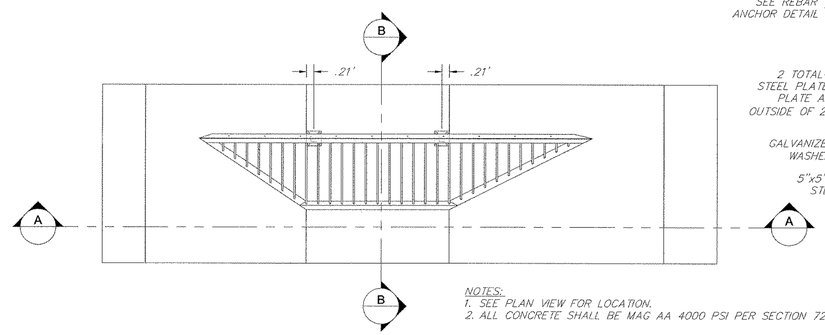
SECTION A-A



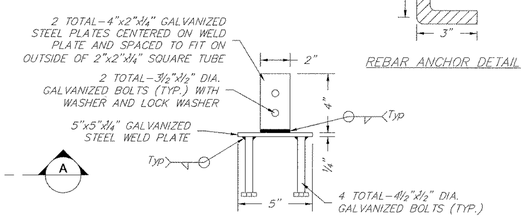
SECTION B-B



REBAR ANCHOR DETAIL



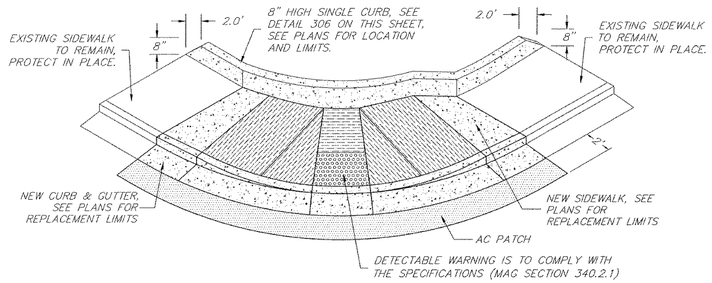
NOTES:
1. SEE PLAN VIEW FOR LOCATION.
2. ALL CONCRETE SHALL BE MAG AA 4000 PSI PER SECTION 725.



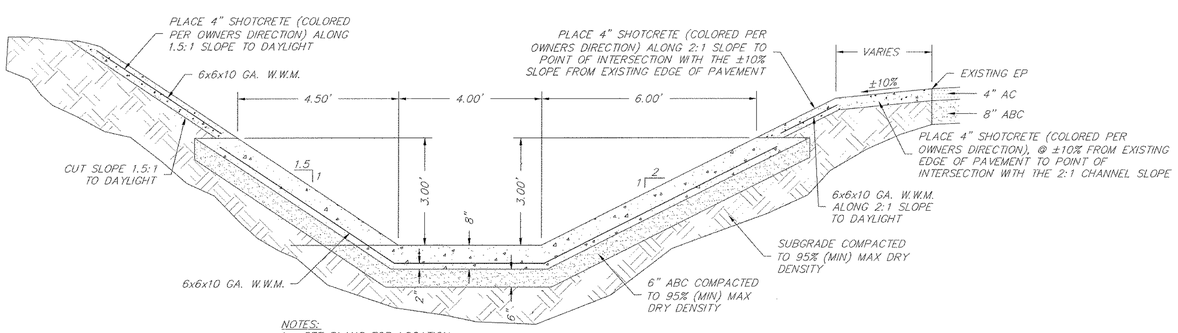
*OPPOSITE SIDE VIEW THE SAME

2 EACH-TRASH RACK SUPPORT ANCHOR

611 TRASH RACK DETAIL
NO SCALE

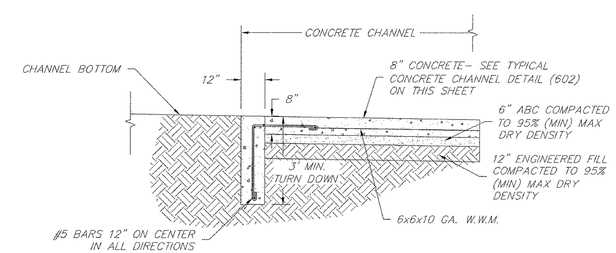


314 SIDEWALK RAMP-MAG DETAIL NO. 232
NO SCALE



NOTES:
1. SEE PLANS FOR LOCATION.
2. CONCRETE SHALL BE MAG AA 4000 PSI PER SECTION 725.

610 TYPICAL CHANNEL SECTION
NO SCALE



NOTES:
1. SEE PLAN VIEW FOR LOCATION.
2. CONCRETE SHALL BE MAG AA 4000 PSI PER SECTION 725.

612 CONCRETE CHANNEL TURN DOWN DETAIL
NO SCALE

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REVISIONS

N. ISABEL ST. DETAILS

CITY OF FLAGSTAFF
DRAINAGE IMPROVEMENT PROJECTS

PLATEAU ENGINEERING
CIVIL ENGINEERS AND LAND SURVEYORS
202 EAST BIRCH AVENUE
FLAGSTAFF, ARIZONA 86001
(928) 556-0311 FAX (928) 213-9614

JOB NO.	11.72	DATE
DESIGNED BY	JH	11/2012
DRAWN BY	ER/JP	11/2012
CHECKED BY	JH	11/2012

REGISTERED PROFESSIONAL ENGINEER (CIVIL) 14285 JAMES D. HAN ARIZONA, U.S.A. Date Signed 11/30/12 Expires: 03/31/2015

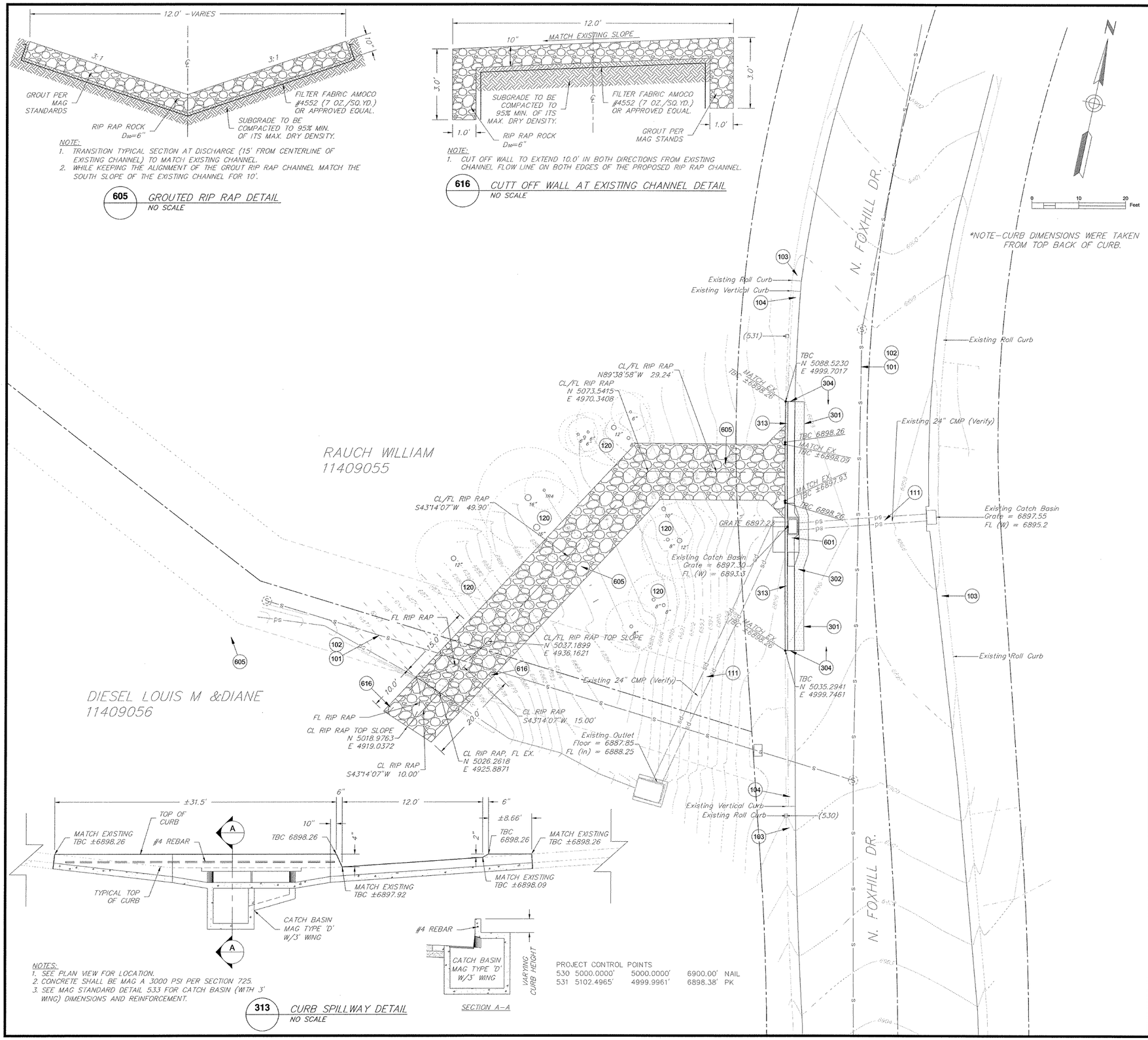
SHT. NO. TOTAL SHTS.
7 OF 10

NOTE:
1. TRANSITION TYPICAL SECTION AT DISCHARGE (15' FROM CENTERLINE OF EXISTING CHANNEL) TO MATCH EXISTING CHANNEL.
2. WHILE KEEPING THE ALIGNMENT OF THE GROUT RIP RAP CHANNEL MATCH THE SOUTH SLOPE OF THE EXISTING CHANNEL FOR 10'.

605 GROUTED RIP RAP DETAIL
NO SCALE

NOTE:
1. CUT OFF WALL TO EXTEND 10.0' IN BOTH DIRECTIONS FROM EXISTING CHANNEL FLOW LINE ON BOTH EDGES OF THE PROPOSED RIP RAP CHANNEL.

616 CUTT OFF WALL AT EXISTING CHANNEL DETAIL
NO SCALE



NOTES:
1. SEE PLAN VIEW FOR LOCATION.
2. CONCRETE SHALL BE MAG A 3000 PSI PER SECTION 725.
3. SEE MAG STANDARD DETAIL 533 FOR CATCH BASIN (WITH 3' WING) DIMENSIONS AND REINFORCEMENT.

313 CURB SPILLWAY DETAIL
NO SCALE

SECTION A-A

PROJECT CONTROL POINTS

530	5000.0000'	5000.0000'	6900.00'	NAIL
531	5102.4965'	4999.9961'	6898.38'	PK

CONSTRUCTION NOTES

101	WARNING! EXACT DEPTH AND LOCATION OF EXISTING UNDERGROUND UTILITY IS UNKNOWN. VERIFY DEPTH AND LOCATION PRIOR TO CONSTRUCTION.
102	WARNING! EXISTING UNDERGROUND UTILITY. PROTECT IN PLACE.
103	EXISTING ROLL CURB PROTECT IN PLACE.
104	EXISTING VERTICAL CURB PROTECT IN PLACE.
111	EXISTING 24" CMP. VERIFY AND PROTECT IN PLACE.
120	CONTRACTOR TO PROTECT EXISTING TREES IN PLACE.
301	SAWCUT EXISTING ASPHALT 2' FROM EDGE OF PAVEMENT FOR CONSTRUCTION OF IMPROVEMENTS, PER DETAIL 301 ON SHEET 2.
302	PATCH PER STANDARD PATCH DETAIL (302) ON SHEET 2.
304	REMOVE EXISTING CURB.
313	CURB TYPE A MODIFIED (CURB SPILLWAY) SIMILAR TO MAG. STD 220 TYPE A OVER 3" ABC SEE CURB SPILLWAY DETAIL (313) ON THIS SHEET.
601	CATCH BASIN (TYPE D WITH 3' WING) PER MAG STD. 533 OVER 6" ABC.
605	12' RIP RAP CHANNEL PER RIP RAP DETAIL (605) ON THIS SHEET.
616	3' CUT OFF WALL AND GROUTED RIP RAP CHANNEL PER DETAIL 616 ON THIS SHEET.

QUANTITIES

TYPE	UNITS	AMOUNT
SAW CUT	LF	58
REMOVE EXISTING ASPHALT	SY	13
REMOVED CURB AND GUTTER	LF	54
REMOVE EXISTING CATCH BASIN	EA	1
NEW ASPHALT PATCH	SY	13
NEW MODIFIED CURB AND GUTTER	LF	41
CATCH BASIN MAG TYPE 'D'	EA	1
GRADING	LS	1
GROUTED RIP RAP	CY	40
TRAFFIC CONTROL	LS	1

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DRAINAGE IMPROVEMENT PROJECTS

PLATEAU ENGINEERING
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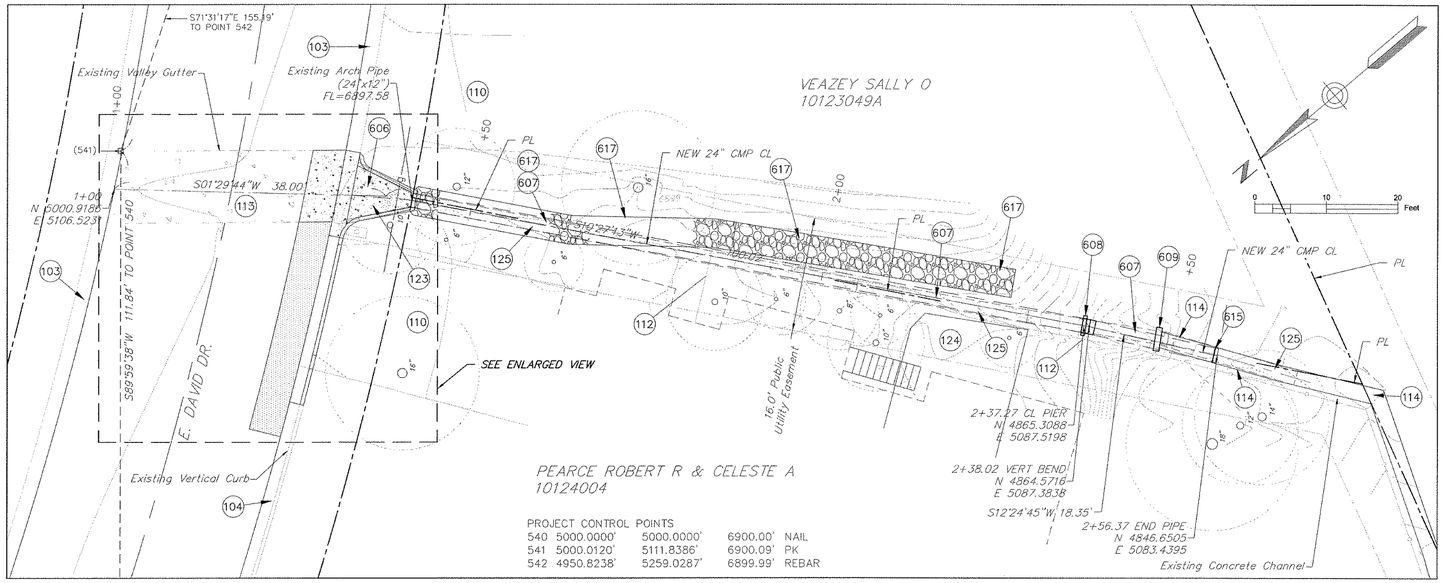
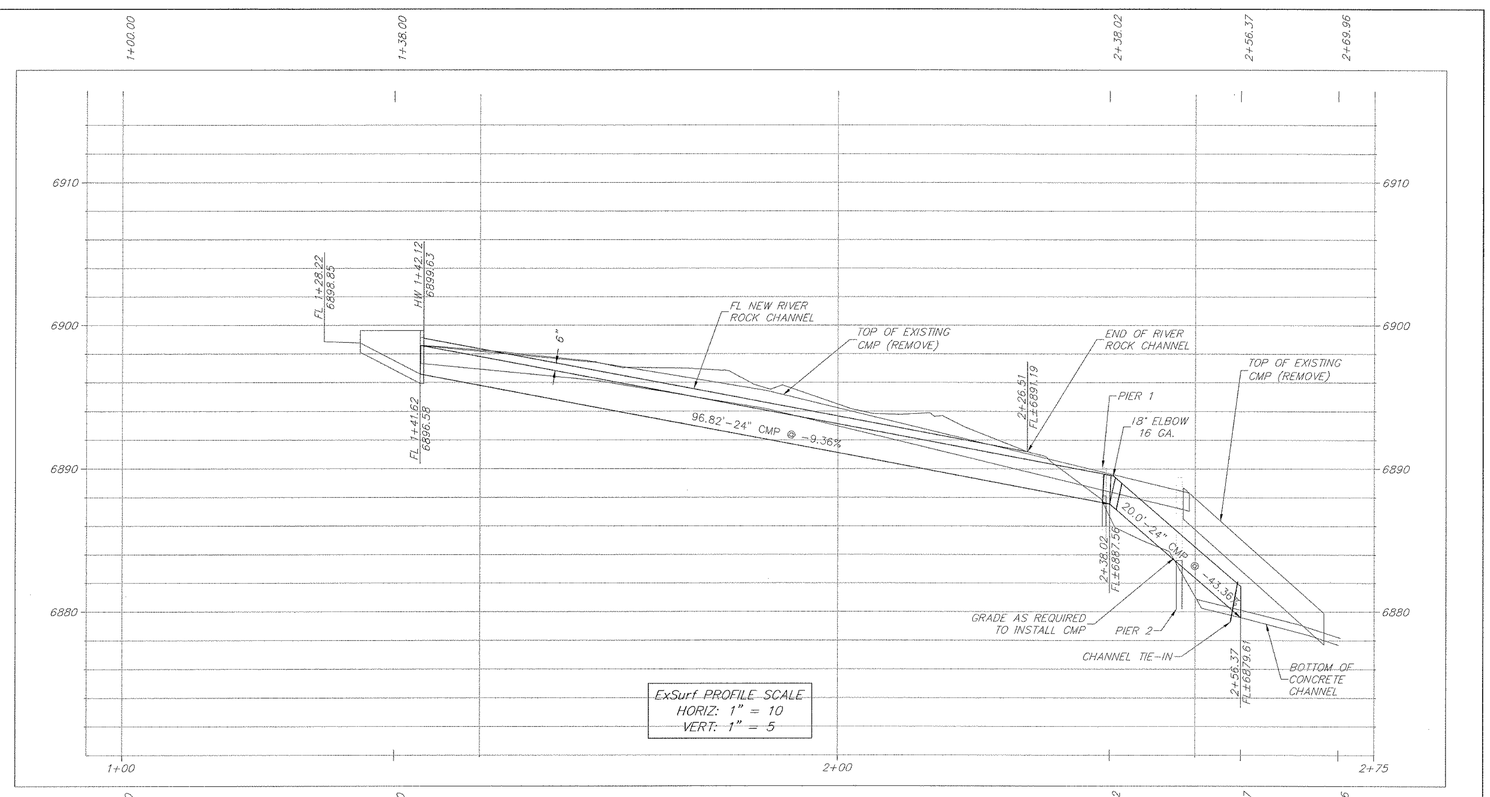
5700 E. ROUTE 66, SUITE 1
FLAGSTAFF, ARIZONA 86001
(928) 556-0311 FAX (928) 213-9614

JOB NO.	1172	DATE
DESIGNED BY	JH	11/2012
DRAWN BY	ER/JP	11/2012
CHECKED BY	JH	11/2012

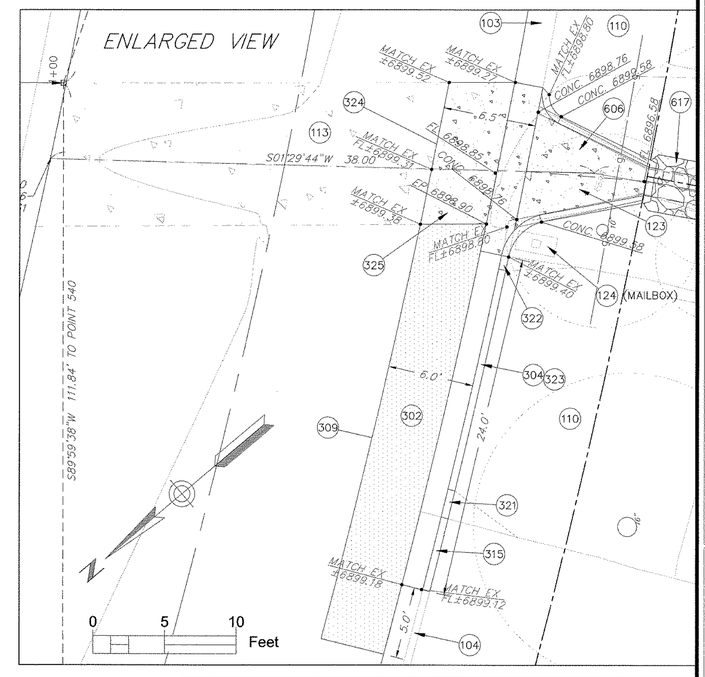
REGISTERED PROFESSIONAL ENGINEER (CIVIL) 14285 JAMES D. HALL 11/30/12 ARIZONA, U.S.A. Expires: 03/31/2013

SHT. NO.	TOTAL SHTS.
8	10





CONSTRUCTION NOTES	
103	EXISTING ROLL CURB PROTECT IN PLACE.
104	EXISTING VERTICAL CURB PROTECT IN PLACE.
110	EXISTING DRIVEWAY PROTECT IN PLACE
112	DISMANTLE FENCE AS NECESSARY FOR CONSTRUCTION OF SCHEDULED IMPROVEMENTS. REINSTALL THE FENCE TO ORIGINAL CONDITION AFTER COMPLETION.
113	EXISTING VALLEY GUTTER, PROTECT IN PLACE.
114	EXISTING CONCRETE CHANNEL, PROTECT IN PLACE.
123	REMOVE EXISTING CONCRETE INLET STRUCTURE.
124	REMOVE AND RESTORE EXISTING PRIVATE IMPROVEMENTS IN KIND OR BETTER AS DIRECTED BY OWNER'S REPRESENTATIVE.
125	REMOVE EXISTING CMP.
302	PATCH PER STANDARD PATCH DETAIL (302) ON SHEET 2.
304	REMOVE EXISTING CURB.
309	SAWCUT EXISTING ASPHALT (SEE PLANS FOR OFFSET FROM EDGE OF PAVEMENT) FOR CONSTRUCTION OF IMPROVEMENTS, SIMILAR TO DETAIL 301 ON SHEET 2.
315	CURB AND GUTTER PER MAG. STD 220 (TYPE A) OVER 3" ABC.
321	2' CURB TERMINATION, FROM 6" MAG 220-1 "TYPE A" VERTICAL CURB TO MATCH DRIVEWAY SLOPE.
322	1' CURB TERMINATION, FROM 6" MAG 220-1 "TYPE A" VERTICAL CURB TO MATCH DRIVEWAY SLOPE.
323	CURB AND GUTTER PER CURB AT DRIVEWAY DETAIL 323.
324	SAWCUT AND REMOVE EXISTING VALLEY GUTTER
325	VALLEY GUTTER WITH 8" THICK CONCRETE AND 6x6x10 GA. W.W.M. OR FIBER MESH CONC.
606	NEW CONCRETE INLET STRUCTURE PER THE INLET DETAIL (606) ON SHEET SHEET 8.
607	EXCAVATE AND INSTALL NEW 24" CMP (14 GA. HELICAL, ALUMINIZED TYPE 2).
608	INSTALL NEW 24" CMP ONTO PIER 1 PER PIER 1 DETAIL (608) ON SHEET 10.
609	INSTALL NEW 24" CMP ONTO PIER 2 PER PIER 2 DETAIL (609) ON SHEET 10.
615	CONNECT NEW 24" CMP TO CONCRETE CHANNEL PER DETAIL 615 ON SHEET 10.
617	RIVER ROCK CHANNEL PER DETAIL 617 ON SHEET 10.



QUANTITIES		
TYPE	UNITS	AMOUNT
SAWCUT	LF	50
REMOVE EXISTING ASPHALT	SY	16
REMOVE EXISTING CURB AND GUTTER	LF	37
REMOVE EXISTING VALLEY GUTTER	SF	46
REMOVE EXISTING CONCRETE INLET	EA	1
REMOVE EXISTING PIPE	LF	130
REMOVE AND REPLACE FENCE	LF	105
REMOVE AND REINSTALL PRIVATE IMPROVEMENTS	LS	1
NEW ASPHALT PATCH	SY	16
NEW CURB AND GUTTER	LF	37
NEW VALLEY GUTTER	SF	46
NEW CONCRETE INLET	EA	1
NEW 24" CMP	LF	117
CMP ELBOW	EA	1
PIER 1 MODIFICATIONS	EA	1
PIER 2 MODIFICATIONS	EA	1
CHANNEL CONNECTION	EA	1
RIVER ROCK CHANNEL	LF	85
TRAFFIC CONTROL	LS	1

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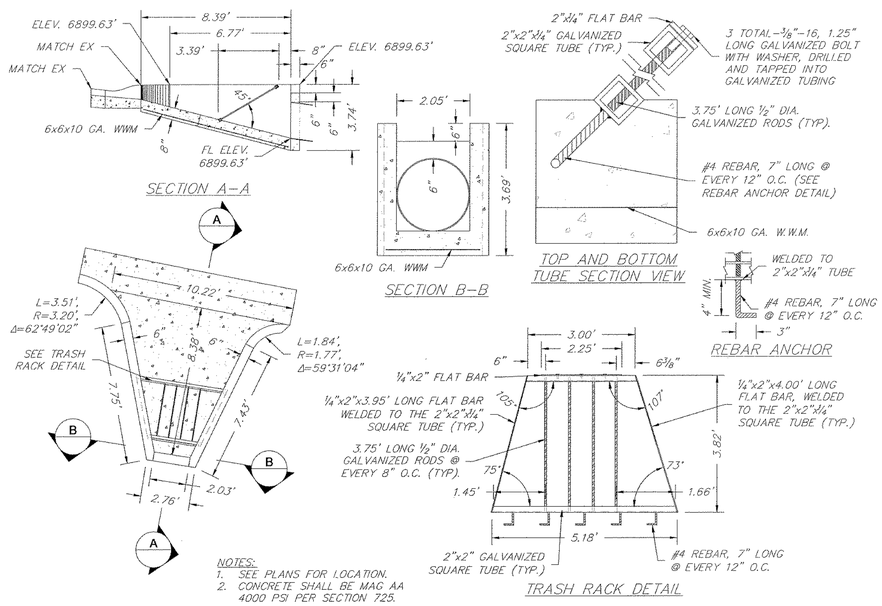
CITY OF FLAGSTAFF
DRAINAGE IMPROVEMENT PROJECTS

PLATEAU ENGINEERING
CIVIL ENGINEERS AND LAND SURVEYORS
2004 E. BIRCH AVENUE
FLAGSTAFF, ARIZONA 86001
(928) 556-0311 FAX (928) 213-9614

JOB NO.	1172	DATE
DESIGNED BY	JH	11/2012
DRAWN BY	ER/JP	11/2012
CHECKED BY	JH	11/2012

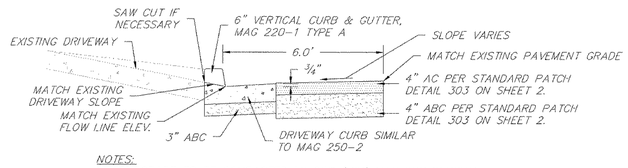
REGISTERED PROFESSIONAL ENGINEER (CIVIL) CERTIFICATE NO. 14265 JAMES J. D. HALL Date Signed 11/14/12 ARIZONA, U.S.A. Expires: 03/31/2013

SHT. NO. TOTAL SHTS.
9 OF 10



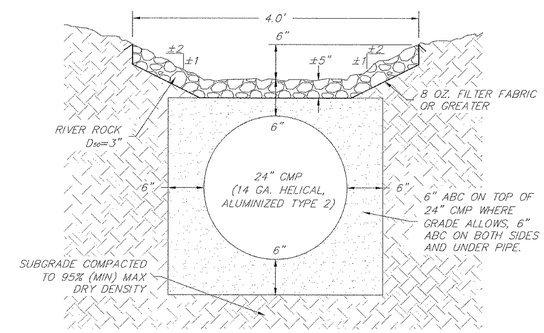
NOTES:
1. SEE PLANS FOR LOCATION.
2. CONCRETE SHALL BE MAG AA 4000 PSI PER SECTION 725.

606 INLET DETAIL
NO SCALE

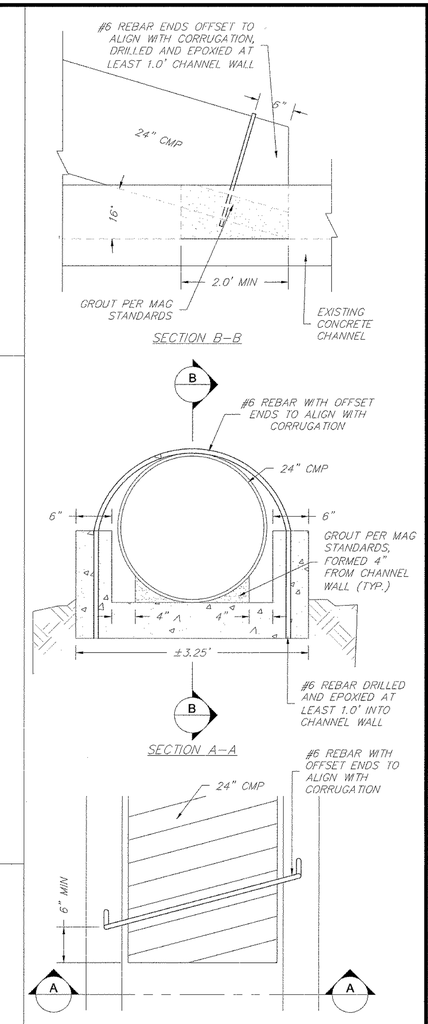


NOTES:
1. SUBGRADE TO BE COMPACTED TO 95% (MIN) MAX DRY DENSITY
2. ABC TO BE COMPACTED TO 95% (MIN) MAX DRY DENSITY

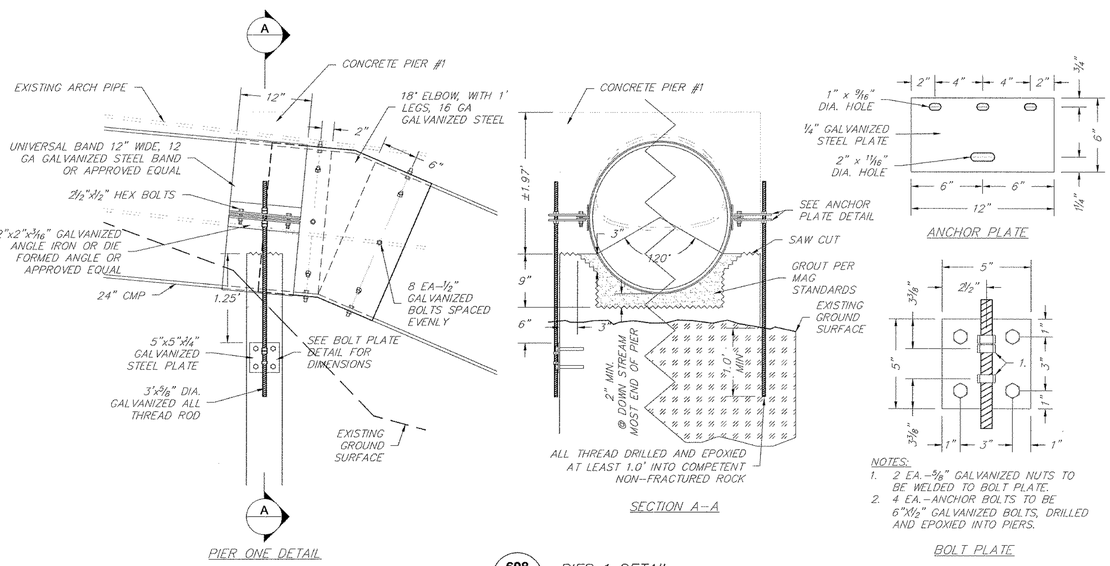
323 CURB AT DRIVEWAY DETAIL
NO SCALE



617 RIVER ROCK TYPICAL CHANNEL AND PIPE TRENCH
NO SCALE

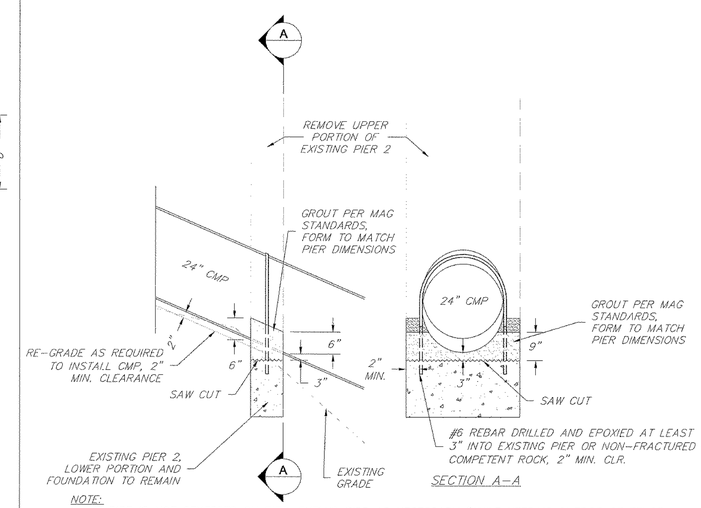


615 REBAR ANCHOR DETAIL
NO SCALE



NOTES:
1. 2 EA.-5/8" GALVANIZED NUTS TO BE WELDED TO BOLT PLATE.
2. 4 EA.-ANCHOR BOLTS TO BE 6"X1/2" GALVANIZED BOLTS, DRILLED AND EPOXIED INTO PIERS.

608 PIER 1 DETAIL
NO SCALE



NOTE:
1. IF PIPE IS NOT CENTERED ON PIER, EXTEND PIER AS NECESSARY (WHILE KEEPING OUTSIDE OF FENCE LINE), WITH MAG AA 4000 PSI CONCRETE PER SECTION 725 AND #4 REBAR DRILLED AND EPOXIED AT LEAST 3" MIN. INTO PIER @ EVERY 6" VERTICALLY O.C.. IF EXTENSION OF PIER WILL CROSS THE FENCE LINE OR CONSTRICT CONSTRUCTION SPACE, THEN SECURE PIPE USING ANCOR DETAIL 601 ON SHEET 4.

609 PIER 2 DETAIL DETAIL
NO SCALE

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JOB NO.	11172
DESIGNED BY	JE
DRAWN BY	JP
CHECKED BY	JH
DATE	11/2012
	11/2012
	11/2012

REGISTERED PROFESSIONAL ENGINEER (CIVIL)
CERTIFICATE NO. 14265
JAMES D. HALL
Date Signed 11/13/12
ARIZONA U.S.A.
Expires: 03/31/2015

SHT. NO. TOTAL SHTS.
10 OF 10

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Brian Kulina, Planning Development Manager

Date: 11/25/2013

Meeting Date: 12/03/2013

TITLE:

Public Hearing, Consideration and Adoption of Resolution No. 2013-30: A resolution amending the Flagstaff Area Regional Land Use and Transportation Plan to change the land use designation of approximately 4.02 acres of real property located at 600 West University Heights Drive from Parks and Recreation to High Density Residential (Changing Land Use Designation for Trailside Apartments).

RECOMMENDED ACTION:

1) Hold Public Hearing
2) Read Resolution No. 2013-30 by title only
3) City Clerk reads Resolution No. 2013-30 by title only (if approved above)
4) Adopt Resolution No. 2013-30

Policy Decision or Reason for Action:

The Flagstaff Planning and Zoning Commission conducted a Public Hearing to consider this Regional Plan amendment request at its regular meeting on October 23, 2013. The Planning Commission voted (7-0) to forward the request to the City Council with a recommendation of approval. Regional Plan amendments are required to be adopted by resolution.

Financial Impact:

None

Connection to Council Goal:

Retain, expand, and diversify economic base
Effective governance

Has There Been Previous Council Decision on This:

This Regional Plan amendment request is accompanied by a Zoning Map amendment request.

Options and Alternatives:

The City Council may approve, deny, or modify the resolution as necessary to ensure that the development meets the objectives of the Regional Land Use and Transportation Plan and the City of Flagstaff's development goals.

Background/History:

See the Introduction and Discussion section of the Planning and Zoning Commission Regional Land Use and Transportation Plan Amendment Staff Report, dated October 23, 2013, a copy of which is attached, for the Background/History discussion.

Key Considerations:

Regional Plan amendments are adopted by the City Council via resolution. Resolution No. 2013-30 changes the land use designation of approximately 4.02 acres from Parks and Recreation to High Density Residential.

Expanded Financial Considerations:

None

Community Benefits and Considerations:

Community benefits and considerations related to this Regional Plan amendment request are addressed in the attached Planning and Zoning Commission Regional Land Use and Transportation Plan Amendment Staff Report, dated October 23, 2013.

Community Involvement:

Inform

The Developer held a neighborhood meeting on September 6, 2013, at which sixteen people attended. Notice of the neighborhood meeting was provided in accordance with the Zoning Code. The results of the neighborhood meeting are included in the Citizen Participation Plan and Report, a copy of which is included in the attached Planning and Zoning Commission Attachments. The Planning and Zoning Commission conducted a Public Hearing on October 23, 2013. Notice of that Public Hearing was provided in accordance with State statute and the Zoning Code. At the Planning and Zoning Commission meeting, one member of the public provided comments expressing concern about traffic, parking, and the possibility of the proposed development compromising the views to the mountains. The member of the public further commented that they would rather see an apartment complex developed on on the subject property rather than a commercial use.

As of this writing, staff has received one letter, from the Sinclair Springs Townhomes Owners Association, and one phone call. The letter expressed concerns over parking and building height, as it related to the view of the mountains. The caller was looking to gather additional information related to the proposal and stated that a comment letter would be forthcoming. To date, staff has not received that letter.

Expanded Options and Alternatives:

- (Recommended Action): The City Council may approve the Regional Plan amendment as recommended by the Planning and Zoning Commission and staff by reading and adopting Resolution No. 2013-30.
- The City Council may approve the Regional Plan amendment with modifications to the resolution.
- The City Council may deny the Regional Plan amendment.

Attachments: Res. 2013-30
Public Hearing Notices
Draft PZC Minutes (10/23/2013)

PZC Staff Report
PZC Staff Report Attachments (1 of 2)
PZC Staff Report Attachments (2 of 2)

RESOLUTION NO. 2013-30

A RESOLUTION AMENDING THE FLAGSTAFF AREA REGIONAL LAND USE AND TRANSPORTATION PLAN TO CHANGE THE LAND USE DESIGNATION OF APPROXIMATELY 4.02 ACRES OF REAL PROPERTY LOCATED AT 600 WEST UNIVERSITY HEIGHTS DRIVE FROM PARKS AND RECREATION TO HIGH DENSITY RESIDENTIAL

RECITALS:

WHEREAS, the Flagstaff Area Regional Land Use and Transportation Plan (the "Regional Plan") was adopted by the Mayor and Council of the City of Flagstaff (the "City Council") on November 13, 2001 and ratified by the qualified electors of the City of Flagstaff (the "City") on May 21, 2002; and

WHEREAS, among other things, the Regional Plan establishes the authority and procedure for minor amendments; and

WHEREAS, pursuant to Arizona Revised Statutes (A.R.S.) § 9-461.06 and the Regional Plan, the City has consulted with, advised and provided the opportunity for public comment on the proposed amendment to the Regional Plan; and

WHEREAS, pursuant to A.R.S. § 9-461.06 and the Regional Plan, the City Planning and Zoning Commission held a public hearing on the proposed Regional Plan amendment and provided notice of such hearing in the manner required by A.R.S. § 9-461.06(E).

WHEREAS, pursuant to A.R.S. § 9-461.06 and the Regional Plan, the City Council held a public hearing in the City Council Chambers on the proposed Regional Plan amendment and provided notice of such hearing by publication of said notice in the manner required by A.R.S. § 9-461.06(E); and

WHEREAS, the City Council finds and determines that (i) proper notice of the proposed Regional Plan amendment has been given in a manner required by A.R.S. § 9-461.06, and (ii) that each of the required publications have been made in the *Arizona Daily Sun*, a newspaper of general circulation within the City; and

WHEREAS, the City Council desires to amend the Regional Plan to change the land use designation for approximately 4.02 acres of real property located at 600 West University Heights Drive from Parks and Recreation to High Density Residential.

ENACTMENTS:

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

SECTION 1. That the Flagstaff Area Regional Land Use and Transportation Plan is hereby amended to change the land use designation for approximately 4.02 acres of real property

located at 600 West University Heights Drive, and more particularly depicted in **Exhibit "A"**, attached hereto and incorporated by this reference, from Parks and Recreation to High Density Residential.

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this _____ day of _____, 2013.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

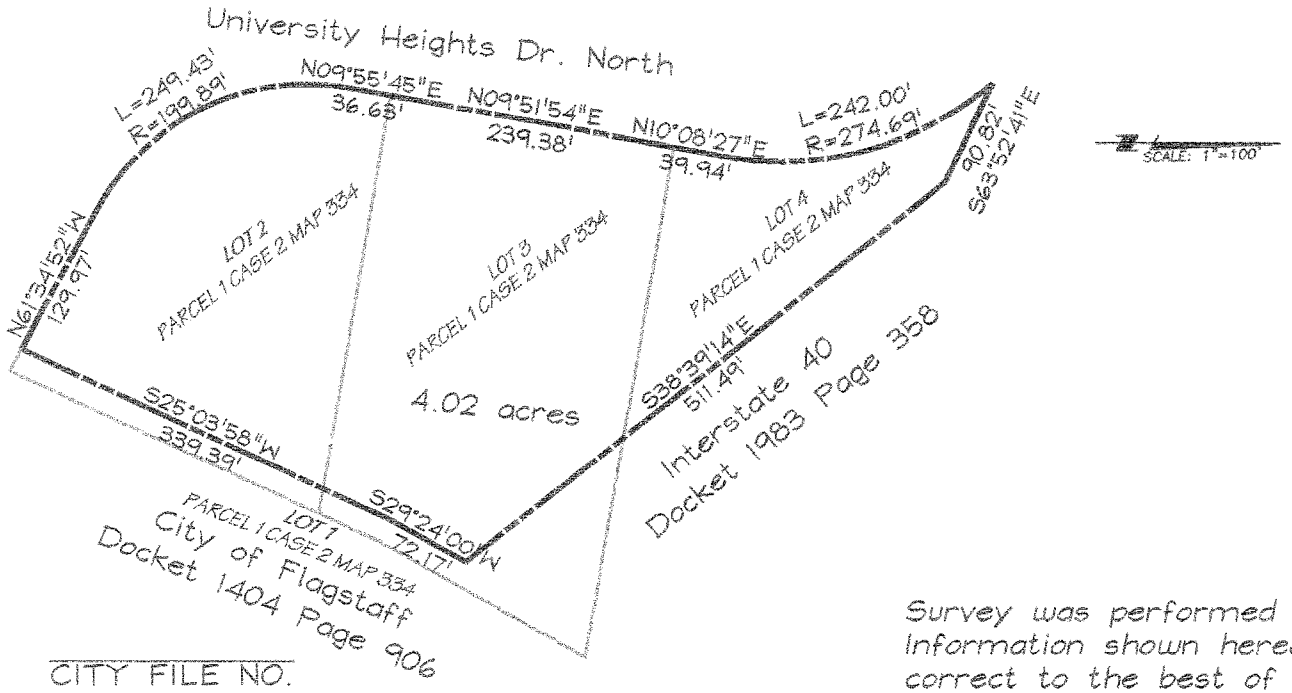
EXHIBIT "A"

TO

RESOLUTION NO. 2013-30

REZONING LEGAL DESCRIPTION
OF
INSTRUMENT 3564866

PORTIONS OF LOTS 2, 3, & 4 OF PARCEL 1, DIVISION OF LAND MAP RECORDED IN CASE 2 MAP 334 AND A PORTION OF "COMMERCIAL AREA" AS SHOWN ON FINAL PLAT OF UNIVERSITY HEIGHTS, CASE 2 MAP 276, COCONINO COUNTY RECORDS LOCATED IN THE SE1/4 SECTION 29, T 21 N, R 7 E, FLAGSTAFF, COCONINO COUNTY, ARIZONA



CITY FILE NO.

DESCRIPTIVE TITLE

Survey was performed in July of 2012. Information shown hereon is true and correct to the best of my knowledge.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
23950
KENT V.
HOTSENPILLER
Date Signed 2/11/13
ARIZONA U.S.A.

Expires on 3/31/15

HORIZONTAL SCALE: 1"=100'

VERTICAL SCALE:

DESIGNED/DRAWN BY:

PROJECT NO. 12965

DATE: 2/11/13

Mogollon Inc
ENGINEERING & SURVEYING
411 W. Santa Fe Avenue, Flagstaff, Az. 86001
P.O. Box 1952, Flagstaff, Az. 86002
Phone: 928-214-0214 • Fax: 928-913-0015

EXHIBIT B
LEGAL
DESCRIPTION

against him involving cocaine, escorts and prostitution. He called the allegations "100 per cent lies."

He said his integrity as a father and husband had been attacked, prompting him to "see red."

"I acted on complete impulse in my remarks," Ford said.

Ford also said he didn't want to comment on the particulars of the health care support he's receiving and asked for privacy for his family.

The mayor said he would take legal action against his former chief of staff, Mark Towhey and two other aides over their interviews with police that were detailed in court documents released Wednesday.

Ford did not specify what the aides might have said that was untrue. He also said he would take action

elected in 2010 on a wave of discontent from Toronto's outer suburbs over what voters considered wasteful spending and elitist politics at City Hall. But his term has been consumed by revelations of bad behavior, from public drunkenness to crack smoking to threatening to kill someone in a videotaped, incoherent rant.

The court documents released Wednesday are part of a drug case against Ford's friend and occasional driver.

Police interviews with Ford's ex-staffers revealed their concerns about his drug use and drunk driving, with one staffer alleging another saw Ford "impaired, driving very fast," and frightening the female employee who was in the car with him.

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Interfax news
cently quoted an
ed official of the
soboron export
er as saying that
no plans to sign
acts during the
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gypt has shown
in purchasing
ir defense mis-
ms and MiG-
r jets, combat
rs and other
But it quoted an
official dealing
trade as saying
g deals are ex-
the near future
currently can't

er, a retired
military gen-
maintains close
e present army
said Egypt was
ose to signing a
deal with Rus-
purchase of 24
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missiles and an
se system.
want us to take
) slap on our
remain silent?
not," said the
neral, Hossam

NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that the Flagstaff City Council will hold a Public Hearing on December 3, 2013, at 6:00 p.m. to consider a Regional Land Use and Transportation Plan amendment and a Zoning Map amendment requests.

A. Explanation of Matters to be Considered:
A proposed Regional Land Use and Transportation Plan amendment from Parks and Recreation to High Density Residential and a Zoning Map amendment from Suburban Commercial (SC) to High Density Residential (HR) for approximately 4.02 acres, as described in Part B below and highlighted on the map.

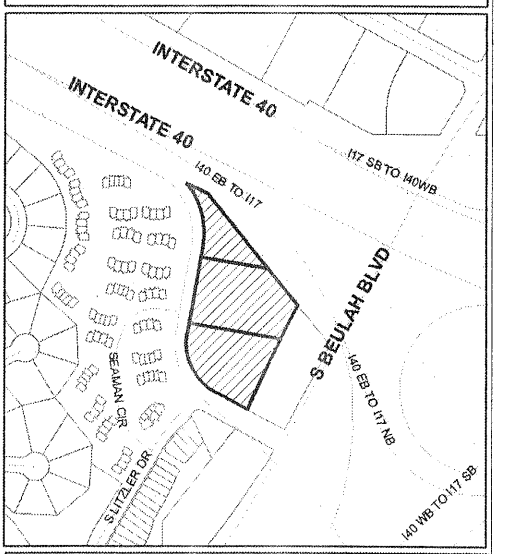
The proposed amendments will allow for the development of multi-family residential, consisting of three three-story buildings, a clubhouse, and 111 apartment units.

B. General Description of the Affected Area:
Approximately 4.02 acres located at 600 W University Heights Dr North, Coconino County Assessor's Parcel Numbers 112-20-013A, -014B, -015B, within the Southeast Quarter of Section 29, Township 21 North, Range 7 East, of the Gila and Salt River Base and Meridian, City of Flagstaff, Coconino County, Arizona.

Interested parties may file comments in writing regarding the proposed amendments or may appear and be heard at the hearing date set forth above. Maps and information regarding the proposed amendments are available at the City of Flagstaff, Planning and Development Services Section, 211 West Aspen Avenue.

Unless otherwise posted, all City Council meetings are held in the Council Chambers of City Hall, 211 West Aspen Avenue, Flagstaff, Arizona.

PROPOSED REGIONAL PLAN AMENDMENT and REZONE
Regional Land Use and Transportation Plan Amendment from Parks to High Density Residential and Zoning Map Amendment from Suburban Commercial (SC) to High Density Residential (HR)



APN: 112-20-013A, 014B, 015B
ACRES: ~4.02

FOR FURTHER INFORMATION CONTACT
Brian Kulina
Planning Development Manager
Planning & Development Services
211 West Aspen Avenue
Flagstaff, Arizona 86001

(928) 213-2613
bkulina@flagstaffaz.gov

CITY OF FLAGSTAFF ARIZONA ESTABLISHED 1882

Publish: November 15, 2013

ZONING

Notice is hereby given that the City of Flagstaff will hold a

PUBLIC HEARING

At Flagstaff City Hall, 211 West Aspen Avenue, Flagstaff, Arizona

6:00 p.m. on December 3, 2013

For the purpose of considering the following:

REGIONAL LAND USE AND TRANSPORTATION PLAN AMENDMENT FROM PARKS AND RECREATION TO HIGH DENSITY RESIDENTIAL AND ZONING MAP AMENDMENT FROM SUBURBAN COMMERCIAL (SC) TO HIGH DENSITY RESIDENTIAL (HR) RELATED TO 4.02 ACRES LOCATED AT 600 W. UNIVERSITY HEIGHTS DRIVE NORTH.

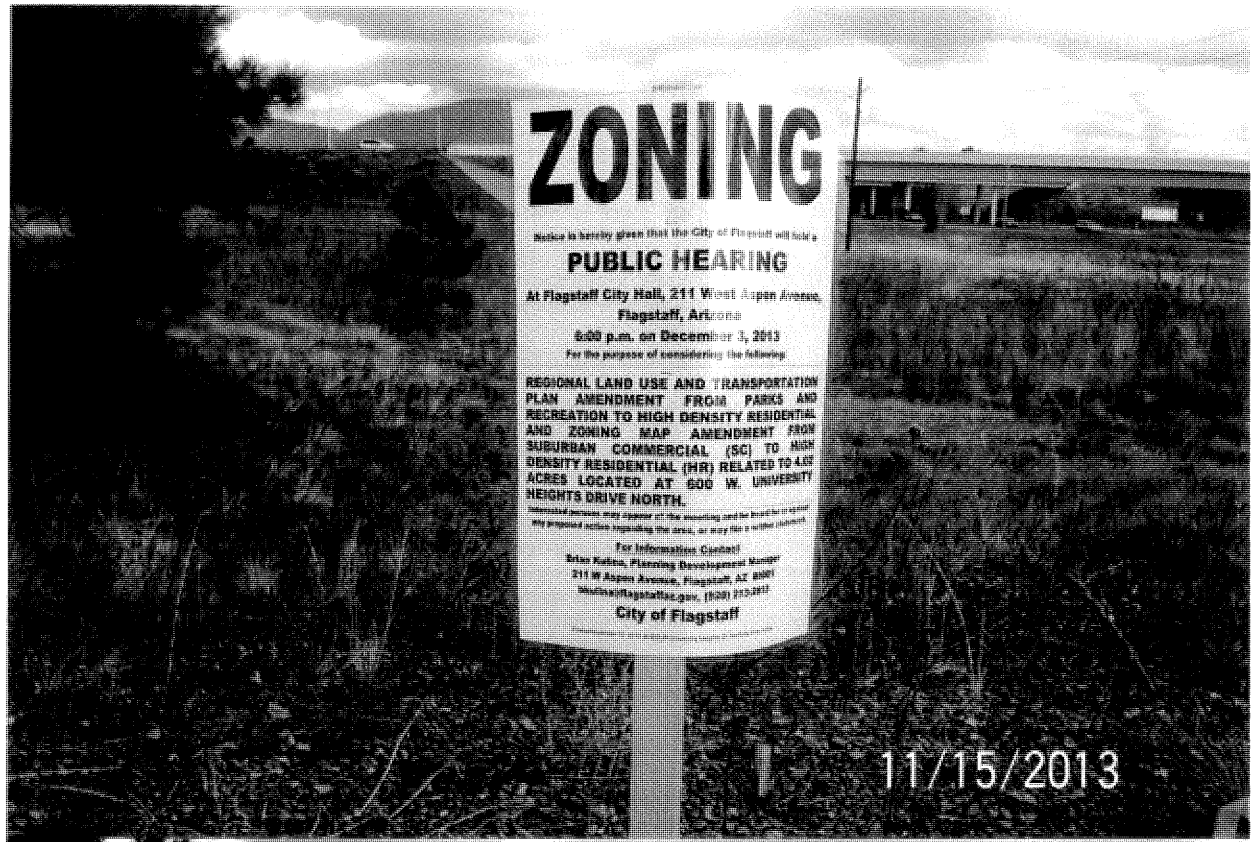
Interested persons may appear at the meeting and be heard for or against any proposed action regarding the area, or may file a written statement.

For Information Contact

Brian Kulina, Planning Development Manager
211 W Aspen Avenue, Flagstaff, AZ 86001
bkulina@flagstaffaz.gov, (928) 213-2613

City of Flagstaff

Posted November 15, 2013 at 600 W University Heights Dr North by Brian Kulina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For Information Contact:
City of Flagstaff
11/15/2013

ZONING
11/15/2013

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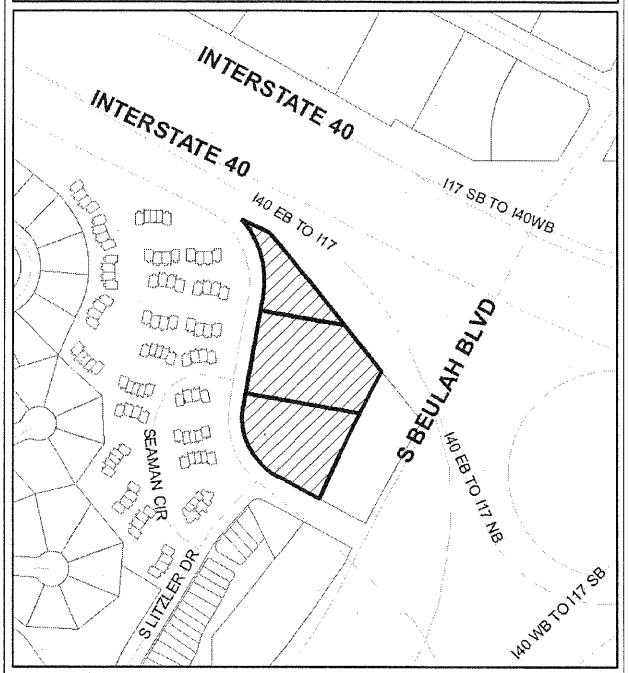

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FOR FURTHER INFORMATION CONTACT
Brian Kulina
Planning Development Manager
Planning & Development Services
211 West Aspen Avenue
Flagstaff, Arizona 86001

(928) 213-2613
bkulina@flagstaffaz.gov

Mail: November 15, 2013

Trailside Project - 600 - 800 W. University Heights Drive
List of Property Owners within in 300 Feet

APN		Name	Address	City/State/Zip	Subdivision
11263095		3175 SHOSHONE LLC	7581 E LAS PALMAS	PRESCOTT VALLEY, AZ 86314	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263081		ACTON WILLIAM B & TAMMY L	8933 LAKE MEADE RANCHEROS	KINGMAN, AZ 86401	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11220013A	600 W UNIVERSITY HEIGHTS DR	AGN DEV CORP PROFIT SHARING PLAN & TRUST	21750 N 30TH WAY	PHOENIX, AZ 85050	UNIVERSITY HEIGHTS
11220014B	700 W UNIVERSITY HEIGHTS DR	AGN DEV CORP PROFIT SHARING PLAN & TRUST	21750 N 30TH WAY	PHOENIX, AZ 85050	UNIVERSITY HEIGHTS
11220015B	800 W UNIVERSITY HEIGHTS DR	AGN DEV CORP PROFIT SHARING PLAN & TRUST	21750 N 30TH WAY	PHOENIX, AZ 85050	UNIVERSITY HEIGHTS
11263157		ALONSO PERGENTINO JR & KAREN DENISE	3200 S LITZLER DR NO 19-224	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263190		ANDERSON MATTHEW T	3438 E TONTO LN	PHOENIX, AZ 85050	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263158		ANDERSON PAUL J JR	5920 E PAKE VIEW RD	CAVE CREEK, AZ 85331	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263182		ANDRE-SPRINGER SUZANNE	2025 HOLLY DR	PRESCOTT, AZ 86305	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263165		BRANDENBERG JIM & ROSE TRUST DTD 8-30-12	6410 W PORT AU PRINCE LN	GLENDALE, AZ 85306	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263093		BULLARD JIM W & DONNA D CPWROS	2250 N AMORIE DR	CAMP VERDE, AZ 86322	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263067		BURKHALTER SONJA	3200 S LITZLER DR NO 8-232	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263059		CAIN KAITLIN	3200 S LITZLER DR 7-228	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11219010C	521 W UNIVERSITY HEIGHTS DR	CITY OF FLAGSTAFF	211 W ASPEN AVE	FLAGSTAFF, AZ 86001	UNIVERSITY HEIGHTS
11220012B	3101 S BEULAH BLVD	CITY OF FLAGSTAFF	211 W ASPEN AVE	FLAGSTAFF, AZ 86001	UNIVERSITY HEIGHTS
11263058		CLARK JOSEPH V & CHRISTINA E JT ; CAMPBELL RHIANNON JT	4532 W COMMONWEALTH PL	CHANDLER, AZ 85226	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263079		COLLINS JOSHUA DOUGLAS	3200 LITZLER DR 10-140	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263105		COOPER FRANK L & WINNIE L CPWROS	4158 E FLOWER CIR	MESA, AZ 85206	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263098		DAVIS BRITTAIN K & RACHEL LEVINE CPWROS	3200 S LITZLER DR APT 11-249	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263099		DEDMON ERIC JT ; KRYSTLE FREEMAN JT	3200 S LITZLER DR APT 12 150	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263204		DENHAM KYLE	3219 S JUSTIN ST	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263187		DERIEUX NICHOLAS A & CORRIEN CPWROS	1400 W MELISSA DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263094		DONALDSON RACHEL	4255 E SOLIERE AVE NO 131	FLAGSTAFF, AZ 86004	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263159		DOWELL ALAN B & THERESA G TRUSTEES ; DOWELL T & A FAMILY TRUST DTD 2-11-05	906 PARKER DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263097		EGAN AMY CHRISTINE JT ; EGAN MICHAEL J & PAMELLA A JT	3200 S LITZLER DR 11-248	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11257037	3264 S LITZLER DR	EVANS BRYAN M & ELLA M	3264 S LITZLER RD	FLAGSTAFF, AZ 86001	SINCLAIR SPRINGS TOWNHOUSES
11263102		FINE DEBORAH M	3327 S JUSTIN ST	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263096		FLEMING WILLIAM A & VIOLA	474 PLAT RD	COLGATE, WI 53017	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263086		GARCIA JESHUA DAVID G	1685 W SHELLIE DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263085		GARN STEVE L & MELANIE PANLA	20 E CAMINO DE DIANA	GREEN VALLEY, AZ 85614	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263066		GERLAK ROBERT J & JANNA M CPWROS	1150 SCHULTZ PASS RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263170		GINTHER BRYAN D	6018 E ROY ROGERS LN	CAVE CREEK, AZ 85331	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263205		GOLDBERG MARC & SYLVIA TRUSTEES ; GOLDBERG FAMILY TRUST U/A/D 7-12-06	2510 E ELDER DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263089		GOLOB DEVELOPMENT LLC	PO BOX 1176	PAGE, AZ 86040	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263053		GRASSER PAUL R & ANNE M CPWROS	3704 N COLTON RANCH RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263054		GRASSER PAUL R & ANNE M CPWROS	3704 N COLTON RANCH RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263104		GREEN LIGHT INVESTMENTS LLC	2095 N FOXHILL RD	FLAGSTAFF, AZ 86004	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11257040	3250 S LITZLER DR	HALBIG COLIN M & MARGUERITE D	42210 N STONEMARK DR	ANTHEM, AZ 85086	SINCLAIR SPRINGS TOWNHOUSES
11263189		HARRINGTON TIMOTHY P CPWROS ; HOWARD SHERRIL R CPWROS	2665 N INDIAN RIDGE DR	TUCSON, AZ 85715	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263168		HEAL PROPERTIES LLC	8050 US NAVAL OBSERVATORY RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263080		HEITLAND ANN RAE	8340 CABALLO WY	FLAGSTAFF, AZ 86004	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263172		HICKETHIER JERRY L & PAMELA S TRUSTEES ; HICKETHIER LIV TRUST DITD 2/13/02	1929 VENTOR CIR	PRESCOTT, AZ 86301	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263207		HISER BOB & DONNETTA	1040 ARDREY CIR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263075		IMAM SYED AHSAN	3200 S LITZLER DR APT 9-236	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263203		JACOBS JONATHAN J	3200 LITZLER DR 25-150	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263083		JDS EST III LLC	907 W SHERRI DR	GILBERT, AZ 85233	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263185		JIBRI LLC	10317 WARREN'S WAY	WANAQUE, NJ 07465	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263073		KELLAR ROBERT PHILIP & MYONG S	4613 W SELDON LN	GLENDALE, AZ 85302	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263162		KING DAVID	PO BOX 1071	FLAGSTAFF, AZ 86002	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263074		KINNEY KAREN ELIZABETH	3200 S LITZLER DR NO 9-139	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263076		LAPENTA ZACHARY T	300 TARPON AVE	SE RIO RANCHO, NM 87124	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263175		LEE LANA A	180 WEST GOLD RUSH TRAIL	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263065		LEE MARGARET M JT ; JANIS ANTHONY JT	1051 W BEAL RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263171		LIANG-DEMIGUEL BERNADETTE	3200 LITZLER DR 21-134	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263100		LITZLER LLC	6918 N HIGHLANDS DR	PARADISE VALLEY, AZ 85253	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263161		MCDERMOTT/ZICKERMAN LLC	310 SO WILLIAMS BLVD #310	TUCSON, AZ 85711	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263106		MCDONALD JOSEPH D & RACHAEL L	3200 SOUTH LITZLER DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263160		MCVEY STEVE & LINDA CPWROS	7572 E BUTEO DR	SCOTTSDALE, AZ 85255	VILLAGE @ UNIVERSITY HEIGHTS CONDOS

Trailside Project - 600 - 800 W. University Heights Drive
List of Property Owners within in 300 Feet

11263088		MILLER FAMILY LIVING TRUST DTD 4-27-10	1616 N PRAIRIE WAY	FLAGSTAFF, AZ 86004	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263101		MORGAN DONNA M	3298 S DEBBIE ST	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263178		MYERS CHRISTINA L JT ; BERGSTRESSER SCOTT K JT	1135 TOVAL TRL	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263179		NAGILLER SANDRA J REVOCABLE TRUST DTD 10-18-12	PO BOX 50052	PARKS, AZ 86018	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263071		NAPIER JOHN D	1263 E STONE RIDGE DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263152		NAVARRO TOMAS & ELIZABETH CPWROS	3115 W PATRICIA LN	YUMA, AZ 85365	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263200		NEALE REGINA & VINCENT G JT	23 RUSSEL LN	LAGUNA NIGUEL, CA 92677	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263154		O'CONNOR BRIGID M	PO BOX 32459	PHOENIX, AZ 85064	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263174		ORR KEVIN C & YVONNE J JT	1200 GORDON DR	KINGMAN, AZ 86409	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263090		PERKINS LIVING TRUST DTD 10-1-09	7970 N BADER RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263173		PRIEFER DENISE ARMAND	1416 N SUNSET DR	PAYSON, AZ 85541	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263062		RAGSDALE EVAN C	PO BOX 95	FLAGSTAFF, AZ 86002	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263078		REETHS D'ANN M	3200 S LITZLER DR 9-239	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11257039	3254 S LITZLER DR	RITZ KAREN	7724 W CALAVAR RD	PEORIA, AZ 85381	SINCLAIR SPRINGS TOWNHOUSES
11263183		ROBERTS ANGELA	700 W UNIVERSITY AVE 6-204	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263153		ROBINSON PAUL N	PO BOX 237	CAMP VERDE, AZ 86322	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263103		ROEHM JESICA	3200 S LITZLER DR 12-154	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263184		ROWLAND BRIAN K & MELODY L	17282 W FETLOCK TRL	SURPRISE, AZ 85387	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263072		SACKS DARRYL R & CAROL E REVOCABLE TRUST ; DATED 12/25/00	439 CANNES ST	HENDERSON, NV 89015	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263077		SACKS DARRYL R & CAROL E REVOCABLE TRUST ; DATED 12/25/09	439 CANNES ST	HENDERSON, NV 89015	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263092		SCHRACHTA JOHN C	3200 S LTIZLER DR 11-148	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263186		SCOTT ANDREW J	8937 W DALEY LN	PEORIA, AZ 85383	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263166		SHIELDS THOMAS K & CARRIE A	1501 E LAREDO ST	CHANDLER, AZ 85225	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263084		SIMONEAU ROBERT A & MARTHA D CPWROS	23762 LADRILLO ST	WOODLAND HILLS, CA 91367	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11257043		SINCLAIR SPRINGS TOWNHOMES ASSOC INC	323 S RIVER RUN NO 1	FLAGSTAFF, AZ 86001	SINCLAIR SPRINGS TOWNHOUSES
11263202		SMITH MATTHEW V AKA ; SMITH MATT	1456 W UNIVERSITY HTS DR N	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263107		SNOWDEN-SANTI LIVING TRUST DTD 11-25-98	4045 LAUSANNE WAY	FLAGSTAFF, AZ 86004	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263169		SONDGEROTH KENNETH L & SHERRY L CPWROS	5791 WISHING WELL DR	FORT MOHAVE, AZ 86426	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263201		T & A RENTS LLC	7371 W DREAMVIEW TRL	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263191		TAYLOR ALLISON	3200 S LITZLER DR 23-242	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263188		TOWNSEND ERYN D JT ; TOWNSEND DUANE E & JOAN C JT	112 RYANS LN	MIDWAY, UT 84049	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263069		TURNER MATTHEW A	2328 W SILVERTON DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263063		WAGNER ROBIN ; WAGNER VICTOR	5240 E MOCKINGBIRD	FLAGSTAFF, AZ 86004	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263064		WALTON SCOTT & CARRIE	2705 W CREIGHTON DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263068		WALTON SCOTT & CARRIE	2705 W CREIGHTON DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263206		WALTON SCOTT & CARRIE	2705 W CREIGHTON DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11257038	3260 S LITZLER DR	WEDEMEYER ROBERT G & PAULA JT	PO BOX 187	JACKSONVILLE, NY 14854	SINCLAIR SPRINGS TOWNHOUSES
11263196		WELLS THEODORE	430 EAST ST	PITTSFORD, NY 14534	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263082		WHITE JANET LEE	3200 S LITZLER DR NO 10-143	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263164		WINIECKI STEVEN V & SHAWN D	3980 WESTWOOD CIR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263087		WITHEROW DIANA HAYES	2377 S CLIFFVIEW ST	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263192		ZAVALA JOAQUIN & MARIA G	2511 O'BRIEN CIRCLE	CAMARILLO, CA 93010	VILLAGE @ UNIVERSITY HEIGHTS CONDOS

MINUTES - Draft

City of Flagstaff
PLANNING & ZONING COMMISSION
4:00 PM– Wednesday, October 23, 2013
City of Flagstaff, Council Chambers

CALL TO ORDER

Chairman Carpenter called the meeting to order at 4:03 p.m.

COMMISSION MEMBERS:

PRESENT: David Carpenter, Chairman; Jim McCarthy; Justin Ramsey; Tina Pfeiffer; Stephen Dorsett, Vice Chairman; Steve Jackson; Paul Moore

CITY STAFF:

Mark Sawyers, Staff Liaison

Brian Kulina, Planning Development Manager

Kimberly Sharp, Comprehensive Planning Manager

Becky Cardiff, Recording Secretary

GENERAL BUSINESS

A. PUBLIC COMMENT

None.

B. APPROVAL OF MINUTES

1) Regular meeting of October 9, 2013.

Motion: Move to approve the minutes of the Regular Meeting of October 9, 2013, as submitted **Action:** Approve as submitted **Moved by:** Commissioner McCarthy **Seconded by:** Commissioner Jackson. Motion carried unanimously with Commissioner Moore abstaining due to his absence at the meeting.

PUBLIC HEARING

1. Trailside Apartments

Address:	600 W University Heights Drive North
Assessor's Parcel Number:	112-20-013A, 014B, 015B
Property Owner:	Chason Development
Applicant:	Mogollon Engineering
Application Number:	**PGMG 2013-0001**
City Staff:	Brian Kulina
Action Sought:	Regional Land Use and Transportation Plan Amendment

A Regional Land Use and Transportation Plan amendment request from Mogollon Engineering and Surveying, Inc., on behalf of Chason Development, to change the land use designation for approximately 4.02 acres located at 600 W University Heights Drive North from Parks and Recreation to High Density Residential.

Mr. Kulina gave a PowerPoint Presentation on the proposed project and answered questions from Commissioners. Discussion was held on the resource protection calculation in conjunction with the Affordable Housing Incentive Policy.

Kent Hotsenpillar, Mogollon Engineering on behalf of the owner, introduced the Development team for the proposed project and indicated they were available for questions.

Motion: Motion to open the public hearing **Moved by:** Chairman Carpenter **Seconded by:** Commissioner McCarthy. Motion carried unanimously.

Public Comment:

Ms. Berta Glawischnig, resident of The Village of University Heights, expressed concern about traffic, parking and the possibility of the proposed project compromising the viewshed. She indicated she would rather have apartments instead of something like a Wal-Mart.

Motion: Motion to close the public hearing **Moved by:** Chariman Carpenter **Seconded by:** Commissioner McCarthy. Motion carried unanimously.

Discussion was held about the proposed project. Chairman Carpenter expressed his concern about voting on the Regional Plan Amendment before hearing staff's presentation on the rezoning application which follows. He recommended to the Commission to postpone voting on this application until the rezoning application is heard.

2. Trailside Apartments

Address:	600 W University Heights Drive North
Assessor's Parcel Number:	112-20-013A, 014B, 015B
Property Owner:	Chason Development
Applicant:	Mogollon Engineering
Application Number:	**PREZ 2013-0002**
City Staff:	Brian Kulina
Action Sought:	Zoning Map Amendment

A Zoning Map amendment request from Mogollon Engineering and Surveying, Inc., on behalf of Chason Development, to rezone approximately 4.02 acres located at 600 W University Heights Drive North from Suburban Commercial (SC) zone . to the High Density Residential (HR) zone.

Mr. Kulina gave a PowerPoint Presentation on the proposed project and answered questions from Commissioners. Discussion was held on access, parking and the allowed reductions.

Kent Hotsenpillar, Mogollon Engineering on behalf of the owner, discussed the parking reduction was given due to the proximity to a bus station and also expressed the owner would like a Development Agreement drafted just as much as the city so he doesn't believe that it should be a condition of the project. He also discussed traffic, access conditions and each building will have rainwater harvesting. Mr. Hotsenpillar also answered questions on flood zone issues.

Motion: Motion to open the public hearing **Moved by:** Chairman Carpenter **Seconded by:** Commissioner Moore. Motion carried unanimously.

Public Comment: None

Motion: Motion to close the public hearing **Moved by:** Chairman Carpenter **Seconded by:** Vice Chairman Dorsett. Motion carried unanimously.

Discussion was held on the proposed project.

Motion: Motion to forward to City Council for approval application PGMG 2013-0001 , to change the land use designation for approximately 4.02 acres located at 600 W University Heights Drive North from Parks and Recreation to High Density Residential **Moved by:** Carpenter Carpenter **Seconded by:** Commissioner Dorsett. Motion carried unanimously.

Motion: Motion to forward to City Council for approval application PREZ 2013-0002, to rezone approximately 4.02 acres located at 600 W University Heights Drive North from Suburban Commercial (SC) zone to the High Density Residential (HR) zone **Moved by:** Carpenter Carpenter **Seconded by:** Commissioner Moore. Motion carried unanimously.

Little America Hotels & Resorts

Address:	2515 E Butler Avenue
Assessor's Parcel Number:	106-09-001, 106-09-002, 106-04-005B, 106-04-009F, 106-10-002, 106-10-001D, 106-10-001C, 106-10-001B, 104-12-004
Property Owner:	Holding Family
Applicant:	Little America Hotels & Resorts, Inc.
Application Number:	**PSPR 2013-0013**
City Staff:	Kimberly Sharp
Action Sought:	Major Regional Plan Amendment

A Major Regional Plan Amendment request from Design Workshop, Inc. on behalf of the Holding Family, to amend land use designations of approximately 505 acres located at 2515 E Butler Avenue from Planning Reserve Area (PRA) to Regional Commercial, High-Density, Medium Density, and Low Density Residential, and Urban Open Space.

Ms. Sharp gave a brief introduction of the proposed project and then introduced the development team.

PLANNING AND DEVELOPMENT SERVICES REPORT
REGIONAL LAND USE AND TRANSPORTATION PLAN AMENDMENT

PUBLIC HEARING
PGMG 2013-0001

DATE:	**October 15, 2013**
MEETING DATE:	**October 23, 2013**
REPORT BY:	**Brian Kulina**

REQUEST:

A Regional Land Use and Transportation Plan amendment request from Mogollon Engineering and Surveying, Inc., on behalf of Chason Development, to change the land use designation for approximately 4.02 acres located at 600 W University Heights Drive North from Parks and Recreation to High Density Residential.

STAFF RECOMMENDATION:

Staff recommends the Planning and Zoning Commission forward the Regional Land Use and Transportation Plan amendment to the City Council with a recommendation for approval.

PRESENT LAND USE:

Undeveloped located in the Park and Recreation land use category.

PROPOSED LAND USE:

High Density Residential land use category that would accommodate the development of 11-unit, multi-family residential apartment complex.

NEIGHBORHOOD DEVELOPMENT:

North: Interstate-40 and Woodland Village Shopping Center; Commercial Regional/Community land use designation
East: Interstate-17, Circle K, and Table Rock Apartments; Urban Open Space and High Density Residential land use designation
South: Townhomes; Urban Open Space land use designation
West: Village at University Heights Condominiums; High Density Residential land use designation

REQUIRED FINDINGS:

The Planning and Zoning Commission shall find that the proposed Flagstaff Area Regional Land Use and Transportation Plan (the "Regional Plan") amendment meets the requirements of Section 11-10.10.020 of the General Plan and Subdivision Code (City Code Title 11).

In considering the request for an amendment to the Regional Plan, the goals and policies set forth as guidelines should be weighed against the requested changed. "General plans are not static documents; they recognize growth as a dynamic process, which will require revisions to the plan as circumstances, prudent, and compelling reasons warrant" (the Regional Plan, Page 1-9).

PGMG 2013-0001
October 23, 2013

STAFF REVIEW:

Introduction and Discussion

The Applicant, Mogollon Engineering and Surveying, Inc., is requesting a minor Flagstaff Area Regional Land Use and Transportation Plan (the "Regional Plan") amendment to ensure conformance with a proposed Zoning Map amendment for the development of a 111-unit, multi-family residential apartment complex known as "Trailside Apartments." The subject property is located at 600 W University Heights Drive North and contains approximately 4.02 acres. Vehicular access to the site is provided from University Heights Drive North. Pedestrian and bicycle access to the site is provided from University Heights Drive North and Beulah Boulevard. The subject property contains forest resources, which will be protected in accordance with the Resource Protection Standards found within Section 10-50.90 of the Zoning Code (Page 50.90-1); however, there are no slope or floodplain resources on-site.

A Zoning Map amendment request, which is directly related to this application, has been scheduled for Planning and Zoning Commission consideration immediately following final action on this application.

Regional Land Use and Transportation Plan Amendment Request

The request before the Planning and Zoning Commission is to change the land use designation for the subject property on Regional Land Use Map from Parks and Recreation category to High Density Residential category. Staff has attached excerpts from the Land Use and Growth Management Element, the Housing and Neighborhoods Element, the Transportation Element, and the Community Character and Design Element of the Regional Plan to this report.

Applicable General Plan Goals and Policies

Goal LU1 (Land Use and Growth Management)
"Greater Flagstaff will have a compact land use pattern within a well-defined boundary that shapes growth in a manner that preserves the region's natural environment, livability, and sense of community. Flagstaff will continue to offer the primary types of housing design developments that have defined its land use patterns: the conventional and traditional neighborhood scale which provide a choice of housing types and supporting non-residential uses within walking distances." (Regional Plan, Page 2-5)

Policy LU1.7 – Promote Infill Development
"If properly designed, infill development can serve an important role in achieving quality, mixed-use neighborhoods. The Regional Plan promotes infill development in the city's Urban Growth Boundary, in preference to development of outlying or more remote lands adjacent to the city. Development of infill areas in the city shall occur in a manner that is in character and context with existing, surrounding development. In some instances, sensitively designed, high quality infill development can help stabilize and revitalize existing older neighborhoods." (Regional Plan, Page 2-11)

Policy LU1.9 – Promote Quality Design
"The Regional Plan promotes quality design and development. Particular emphasis shall be placed on improved character of the public realm, including attention to streetscape design, and sensitivity to the neighborhood character and context for new development in or near existing neighborhoods. Quality design shall be an important element in successful infill development and redevelopment. In addition, plan policies have been developed which address design standards that minimize risk due to natural hazards, such as floods and wildfire." (Regional Plan, Page 2-13)

Goal HN1 (Housing and Neighborhoods)
"The supply of affordable home ownership, rental, and special needs housing units affordable to low- and moderate-income households will be increased." (Regional Plan, Page 2-30)

Goal T3 (Transportation)
"The region's development pattern will support a diverse range of transportation choices, including transit, walking and bicycling, as well as driving." (Regional Plan, Page 3-10)

Policy OSPR1.6 – Provide Parks, Open Space, and Recreation Facilities throughout the Region
"Integrate parks, opens space, and recreational facilities when suitable with other public facilities. Recreational use and regional open space land may be permitted where it is consistent with the Land Use Plan and other policies. Active and passive recreational sites shall be located throughout the region to diffuse the impact of growth and development. The location of recreational sites on the interface areas between the city and county shall be used as a means to provide recreational uses to nearby city and county residents." (Regional Plan, Page 4-6)

Strategy OSPR1.6(c) – Acquire and Designate Lands for Parks/Recreations
"Acquire additional park/recreation lands, and/or designated City-owned lands, to accommodate growth and eliminate deficiencies." (Regional Plan, Page 4-6)

Goal CD2 (Community Character and Design)
"The Flagstaff region will continue to protect its unique character that reflects its forested setting of ponderosa pine trees, pinon and juniper vegetation, and meadows through quality design and development. Emphasis will be placed on quality design in both the public realm – streets, civic buildings, and other public spaces – as well as the private realm – commercial buildings, work places, and housing. Preservation of vegetation and wildlife are part of the quality design and development process." (Regional Plan, Page 5-4)

<u>Policy Analysis</u>

Goal LU1 and Policies LU1.7 and LU1.9, as listed above, have been partially addressed by the design and location of the proposed project, in that the property is considered an "in-fill" project, and is located within the city's Urban Growth Boundary. The proposed development of 111-unit, multi-family residential apartment complex provides a compact land use pattern and additional housing type to an existing neighborhood. Furthermore, the subject property is located within walking distance to a range of services, including a convenience store and the Woodlands Village shopping center, and has convenient access to major transportation corridors like Interstate-17, Interstate-40, and Milton Road.

Policy LU1.9 and Goal CD2 address improvements to the character of the public realm and designing a new development to be compatible with the context of nearby neighborhoods, while maintaining a sense of connection to the region's natural setting. This has been addressed through an enhancement to the streetscape design with the addition of median landscaping and the repair of sidewalks along University Heights Drive North. In addition, several large ponderosa pines have been preserved throughout the site to help maintain a sense of connection to the natural environment. Site design enhances the public realm by practicing "building forward" and locating the buildings adjacent to the intersection of University Heights Drive North and Beulah Boulevard and adjacent to Sinclair Wash. Perimeter parking provides a buffer along University Heights Drive North between the existing residential and the proposed development. The carriage units are located to provide additional buffering between Interstate-40 and the development. The architectural style of the buildings follows a theme found locally and within the region.

Goal HN1 seeks to increase the supply of affordable housing in the community. A Development Agreement between the City of Flagstaff (the "City") and Chason Development has been drafted and includes an affordable rental component that

provides for 14 percent of the residential units, 12 units total, to be set at an average of 80-percent Area Median Income for a period of 30 years.

Goal T3 is addressed through a variety of transportation choices that will be available for the residents of the project. A public transit stop for Route 4 of the Mountain Line service line is located approximately one-fifth of a mile from the intersection of University Heights Drive North and Beulah Boulevard and a stop for Route 10 of the Mountain Link service line located approximately two-fifths of a mile from the intersection of University Heights Drive North and Beulah Boulevard. A series of pedestrian paths link all areas of the project internally, while existing sidewalks and the Flagstaff Urban Trail System (FUTS) will provide external bicycle and pedestrian links to adjacent development and the regional network.

Policy OSPR1.6 and Strategy SOPR1.6(c) contemplate the acquisition of additional property to accommodate growth and eliminate park and recreation deficiencies. The current Regional Plan land use designation for the subject property is Parks and Recreation. To date, the City has made no effort to acquire this private property for conversion to a City-owned park. While the City of Flagstaff Parks and Recreation Organizational Master Plan identifies a park deficit in and around the University Heights neighborhood, conversations with the Parks Section has concluded that the subject property is not feasible for the development of a park as it does not meet the geographic location for a west side park and furthermore, the site does not meet the minimum size recommendation of 8 acres or greater, and the City has no funds currently available for the purchase of the property.

While it is not necessary to list all the possible goals, policies, or strategies of the Regional Plan, it should be apparent that there are other goals, policies and strategies that support the need for additional housing types, particularly when the neighborhood is developed with compatible and interconnected land uses, such as single-family residential, regional commercial, and the proposed apartments. This land use combination creates a mixed-use neighborhood. Development of this nature establishes a more pedestrian friendly environment and increases the sustainability of the community by providing additional travel modes and reduced vehicle trips.

PUBLIC FACILITIES AND SERVICE IMPACT ANALYSIS:

Water and Sewer System, Stormwater Impacts, and Traffic Impacts

The Zoning Map amendment request requires preparation and submittal of a Water/Sewer Impact Analysis, a Drainage Impact Analysis, and a Traffic Impact Analysis. Review of those analyses have determined that the subject property has adequate water supply and pressure, existing sewer capacity to meet the needs of the development, and fully improved street facilities. Additional information regarding the impacts of development on the City's infrastructure system can be found in the accompanying Zoning Map amendment staff report.

Parks, Schools, and Fire Protection

The closest existing City-owned park to the subject property is Bow and Arrow Park located approximately three-fifths of a mile away. In order to offset the impact of additional residents on the current park system, it has been recommended, with the concurrence of the Parks Section and the agreement of the Developer, that the proposed development include a playground structure, in addition to any amenities provided within the clubhouse, that are designed to meet the needs of children ages 5 to 12.

The subject property is located within the Flagstaff High School, Mount Elden Middle School, and DeMiguel Elementary School attendance boundaries.

The closest City Fire Station to the subject property is Fire Station 6-S Lake Mary Road, which, according to the Fire Department, is located approximately 1.1-miles away within the desired four-minute response time.

Other Requirements

Included as an attachment to the Zoning Map amendment staff report is: a Site Plan; Elevations, Building Plans, and Unit Plans; a Preliminary Landscape Plan; a Resource Protection Plan; a Preliminary Water and Sewer Plan; a Preliminary Grading and Drainage Plan; and an Electrical Site Plan.

Public Input

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with the Zoning Map amendment request. In accordance with Arizona Revised Statute and Section 10-20.30.080 (Page 20.30-9) of the Zoning Code, notice of public hearing was provided by placing an ad in the Daily Sun, posting notices on the property, and mailing a notice to all property owners within 300-feet of the site.

In accordance with Section 10-20.30.060 of the Zoning Code (Page 20.30-5), a Citizen Participation Plan was prepared and implemented prior to the scheduling of the public hearings and a copy of the Citizen Participation Report is attached to this report for review by the Planning and Zoning Commission and City Council.

As of this writing, staff has received one letter, a copy of which is attached to this report, from the Sinclair Springs Townhomes Owners Association, on behalf of the owners of the forty townhomes immediately south of the subject property. The concerns expressed in the letter were parking and building height, as it pertained to maintaining the views of the mountains.

RECOMMENDATION:

Staff believes that the proposed amendment to the High Density Residential land use category is supportable under the guidelines of the Flagstaff Area Regional Land Use and Transportation Plan, and would recommend approval.

Attachments:

- Regional Land Use and Transportation Plan Amendment Application
- Executive Summary for General Plan Amendment Application
- Narrative for General Plan Amendment Application
- Citizen Participation Plan and Report
- Citizen Comment Letter
- Public Hearing Legal Advertisements
- Regional Plan Elements

TRCU8104

City of Flagstaff — Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov
P: (928) 213-2618
F: (928) 779-7684

PREZ/PGM

Date Received	Application for Zoning Map Amendment and/or Regional Plan Amendment	File Number
9/23/13		DEV12-066

Property Owner(s): Chason Development — Title:	Phone: 716-833-1000	Email:
Mailing Address: 105 Affinitylane		City, State, Zip: Buffalo NY 14215
Applicant(s): Mogollon Engineering — Title:	Phone: 214-0214	Email: mogollon99@aol.com
Mailing Address: P.O. Box 1952		City, State, Zip: Flagstaff
Project Representative): Steve Goldstein — Title:	Phone: 480-481-0600	Email: sg@amercon realty.com
Mailing Address: 5111 N Scottsdale Rd. Suite 160		City, State, Zip: Scottsdale
Requested Review	☒ Zoning Map Amendment	☒ Regional Plan Amendment ☐ Continued

Site Address: 600 N. University Hts Dr	Parcel Number(s): 112-20-013A, 014B, 015B	Subdivision, Tract & Lot Number: University Height
Existing Zoning District: SC	Proposed Zoning District: HR	Existing Regional Plan Land Use Category: Parks
Existing Use: Vacant	Proposed Use: apartments	

Property Information:
- ☐ Yes ☒ No Located in an existing Local/National Historic District? (Name:_____)
- ☐ Yes ☒ No Existing structures are over 50 years old at the time of application?
- ☒ Yes ☐ No Subject property is undeveloped land?

Requested Urban Growth Boundary Change (If Applicable)	State Reason for Request
HR High Density	To Build Apartments

Note:
Indicate how the change of zone will not be detrimental to the majority of persons or properties in the surrounding area, or to the community in general. If modification to the Regional Plan is requested, clearly state reason(s) for modification. (Attach separate sheets as necessary). **Incomplete submittals will not be scheduled.**

Property Owner Signature(required)	Date:	Applicant Signature	Date:
Kit Hotzenpiller for M. Chason	9/23/13	Kit Hotzenpiller	9/23/13

For City Use

Date Filed: 9-24-13	File Number(s): PREZ20130002 PGMG20130001	Type of Zoning Map Amendment: ☐ Small-scale ☐ Medium-scale ☒ Large-scale
P & Z Hearing Date: 10/23/13	Publication and Posting Date: 10/04/13	
Council Hearing Date:	Publication and Posting Date:	
Fee Receipt Number: 13-0035517	Amount: $ 4410.12 Date: 2/12/13	

Action by Planning and Zoning Commission:	Action by City Council:
☐ Approved	☐ Approved
☐ Denied	☐ Denied
☐ Continued	☐ Continued

Staff Assignments	Planning	Engineering	Fire	Public Works/Utlities	Stormwater
	KULINA	G. MILLER	M. STREET	DAVIS	BROWN

Trailside - Executive Summary for General Plan Amendment Application
Flagstaff City Code Section 11-10.10.020(E)(1)

1. Proposed General Plan amendment with a description of the section of the General Plan for which the amendment is requested.

a. A summary of the reason(s) for the request;

The Property is designated as "Parks" in the General Plan, and the applicant is seeking an amendment of the General Plan classification to High Density Residential, so that the property may be developed as multi-family housing with 11% of the units as affordable rental housing. The Section of the General Plan affected is Map 4, the City Land Use Plan, and other subsidiary maps that designate the Property as a park.

b. Identification of supporting key points discussed in the narrative or other submitted studies;

- **Protecting the character of the area by providing for a use which is compatible with the adjacent high density residential uses;**
- **Provision of twelve (12) units of affordable rental housing, in keeping with the Council's and the General Plan's policies;**
- **Promotion of the goals of neighborhood livability and walkability by providing for rental units within walking or cycling distance for attendance at Northern Arizona University or patronage of nearby retail shopping areas and restaurants, as well as walking or cycling access to jobs at those establishments;**
- **Creation of housing with a sense of connection to Flagstaff's natural environment through the use of high quality design, native materials, colors and roof forms that relate to the locale;**
- **Provision of landscape enhancements in the median on West University Heights Drive to beautify the streetscape and increase the attractiveness of the Property as a residential development.**

c. Statement of community benefits to be accrued through the proposed amendment; and

- **Protecting the character of the area by providing for a use which is compatible with the adjacent high density residential uses;**
- **Provision of twelve (12) units of affordable rental housing, in keeping with the Council's and the General Plan's policies;**
- **Promotion of the goals of neighborhood livability and walkability by**

providing for rental units within walking or cycling distance for attendance at Northern Arizona University or patronage of nearby retail shopping areas and restaurants, as well as walking or cycling access to jobs at those establishments;

- **Creation of housing with a sense of connection to Flagstaff's natural environment through the use of high quality design, native materials, colors and roof forms that relate to the locale;**

- **Provision of landscape enhancements in the median on West University Heights Drive to beautify the streetscape and increase the attractiveness of the Property as a residential development.**

d. An introduction to the applicant's team (owner, developer, and/or representative), including contact information.

The applicant is Trailside MAR LLC of which the members are Mark Chason and a Chason family trust. Mark Chason is the President of The Chason Companies, with headquarters in Buffalo, New York, and has been involved in most aspects of real estate ownership, management and development for over 35 years. The Chason Companies, and its predecessors, have been in the real estate business for more than 90 years in the state of New York, with extensive experience in the development and operation of apartment complexes built under state and federal housing programs. Mr. Chason can be contacted at The Chason Companies, LLC, 105 Kenville Road , Buffalo , New York, 14215.

2. An analysis of the site in terms of its physical characteristics, surrounding uses within 1,000 feet of the subject property, and the existing character of the area.

The Property is an undeveloped parcel located at the corner of West University Heights Drive and Beulah Boulevard in the City of Flagstaff and is bordered by I-40 to the north and northeast, by high density residential uses to the west and southwest of the Property, and by City of Flagstaff property to the east. The easterly portion of the site has had fill placed on it by a previous owner and has no trees located on it. The westerly portion of the site has 100+ Ponderosa Pines located on it. These trees are in a medium condition due too their proximity to University Heights Drive and I-40. The surrounding uses are generally residential with some commercial uses north of I-40 which lead to the residential character of the neighborhood.

3. A land use analysis providing information about the proposed development, plans for any exception parcels, and a land use compatibility analysis. Items to address include:

a. Overall description and need for the proposed amendment;

The Property is an undeveloped parcel located at the corner of West University Heights Drive and Beulah Boulevard in the City of Flagstaff and is bordered by I-40 to the north and northeast, by high density residential uses to the west and

southwest of the Property, and by City of Flagstaff property to the east.

The Property is designated as "Parks" in the General Plan, and the applicant is seeking an amendment of the General Plan classification to High Density Residential, so that the property may be developed as multi-family housing with 11% of the units as affordable rental housing. Since all the privately owned property in the immediate vicinity of the parcel is classified as High Density Residential, the amended General Plan classification would be compatible with the developed uses in the vicinity of the Property.

There are no exception parcels involved with this project.

b. Existing Land Use Plan and Proposed Land Use Plan;

The Property is designated as "Parks" in the General Plan, and the applicant is seeking an amendment of the General Plan classification to High Density Residential, so that the property may be developed as multi-family housing with 11% of the units as affordable rental housing.

c. Proposed residential unit count, density, and anticipated housing mix, if applicable;

This information was provided in a table on the Site Plan and is restated here as follows:

Unit count: 111
Density: 27.61 units per net acre

Housing Mix:

Type	Quantity	Percentage
Carriage (1 bed, 1 bath, garage)	12	11
Studio	9	8
A1 (1 bed, 1 bath)	42	38
B1 (2 bed, 2 bath)	30	27
B2 (2 bed, 2 bath)	18	16

d. Proposed development phasing and timing;

The project will be developed in one phase, beginning in the second quarter of 2014.

e. Existing and proposed internal and external circulation and pedestrian opportunities (include circulation plan);

Under the proposed development, this site would be connected to the adjoining FUTS trail by a pedestrian bridge over a portion of the floodplain. The site is also close to a NAIPTA bus stop on Beulah Boulevard for Route 4 which provides

connectivity with NAU's Mountain Link bus service and direct service to Coconino Community College. For further information, the Site Plan and Landscape Plan, copies of which are attached, depict the internal circulation features and the connection with the FUTS trail.

f. Open space concept plan;

Under Section 10-40.30.030, fifteen percent (15%) of the gross lot area must be devoted to open space. The proposed development will have twenty-five percent (25%), or 1.66 acres, devoted to open space landscape areas. The Landscape Plan, a copy of which is attached, depicts the open space concept plan.

g. Land use buffering techniques, if applicable;

The applicant has proposed landscaping the median on West University Heights Drive North with trees and shrubs to buffer the high density residential uses across that Drive from the Property from the view of the Property, as well as the Property from viewing the other high density uses. Landscaping on the Property, as well as the clubhouse and cabana for the development will provide buffering for the residential units in the development from the street. Carriage house units with residences above garages will be built on the side of the Property that is adjacent to ADOT's right-of-way for I-40 as a method of visual buffering of the highway for the other units.

h. Incompatibility issues and proposed solutions.

The proposed General Plan amendment is to High Density Residential, which is the same designation as that for the surrounding residential areas. Since all the privately owned property in the immediate vicinity of the parcel is classified as High Density Residential, the amended General Plan classification would be compatible with the developed uses in the vicinity of the Property.

Trailside – Narrative for General Plan Amendment Application
Flagstaff City Code 11-10.10.020(E)(4)

4. A detailed narrative that shall include at a minimum the following:

a. Project title and date;

The project title and date, which were included on the Site Plan and all other plans previously submitted, is Trailside. January 15, 2013 is the date on the Site Plan.

b. Legal description of the parcel;

The legal description of the property is attached to this Narrative.

c. Site acreage;

The site consists of 4.02 acres.

d. Description of the applicable section of the General Plan for which the amendment is requested;

The Section of the General Plan for which the amendment is requested is Map 4, the City Land Use Plan, and other subsidiary maps that designate the Property as a park.

e. Statement of current zoning and proposed zoning, if applicable;

The Property, 600 – 800 W. University Heights Drive, is presently zoned SC, Suburban Commercial. The applicant seeks a rezoning to HR, High Density Residential.

f. An explanation of why the proposed amendment is necessary and the public benefit that will be realized by the amendment;

The Property, 600 – 800 W. University Heights Drive, is presently zoned SC, Suburban Commercial and the Regional Plan designation is "Parks." The applicant seeks a rezoning to HR, High Density Residential, and an amendment of the Regional Plan classification to High Density Residential, so that the property may be developed as multi-family housing with 11% of the units as affordable rental housing, which would be compatible with the high density residential uses in the immediate vicinity of the Property.

g. An explanation of how the proposed amendment(s) will affect the vision expressed in the written goals, objectives and policies of the General Plan that are most relevant to the proposed amendment. When a proposed amendment(s) is inconsistent with General Plan goals, objectives and policies, the proposed amendments(s) must include one of the following:

(1) Justification for an exception to the written goals, objectives, and policies.

The requested amendment is for a change in the zoning designation from Suburban Commercial ("SC") to High Density Residential ("HR"). Under the General Plan, the present designation for the area in which the Property is located is "Parks," although it is privately owned. This category is affected by funding resources, development patterns, existing development and deficiencies within a given area.

According to Brian Grube, the Interim Director of the Recreation Division, the Property:

> **"does not meet the geographic location for a west side park as identified in the [new Parks and Recreation Master] plan, which was north of I-40. It also does not meet the minimum size recommendation of 8 acres or greater. There are no funds currently available for purchase of that property."**

It should be noted that the present zoning of Suburban Commercial is also not compatible with the General Plan designation of "Park" for the Property.

The amendment to High Density Residential would bring this parcel into the same Regional Plan classification as the properties in private ownership which are located across West University Heights Drive from the Property on the west and south. The Property is bordered on the north by State land and on the east by City land.

The amendment, by making possible the proposed project on the Property, would meet the following goals of the present General Plan of:

- **Placing development close to public transit (provided by NAIPTA); providing access for pedestrians and bicyclists;**
- **Applying design guidelines that take into consideration the natural and built environment of Flagstaff;**
- **Enhancing a people-oriented neighborhood with existing access to the Flagstaff Urban Trail System, and local shopping and restaurants;**
- **Providing affordable housing; and**
- **Emphasizing infill development which helps increase housing availability in existing residential areas.**

(2) A proposal to modify or eliminate the inconsistent goals, objectives, and policies.

h. Cumulative impact of the proposal on land use categories within the City based

on the General Plan Land Use map;

The proposed amendment would remove 4.02 acres from the Parks classification in the General Plan Land Use map and reclassifying them as High Density Residential. The applicant does not have access to databases with the information necessary to answer this question otherwise. The applicant does not have the information required to state how this affects percentages of total land in the City classified as Parks or as High Density Residential uses.

i. Cumulative impact of the proposal on the supply of land zoned in the same category within the City;

The Property is zoned Suburban Commercial. The proposed amendment of the zoning map would remove 4.02 acres from the Suburban Commercial category and transfer them to the High Density Residential classification. The applicant does not have access to databases with information necessary to otherwise answer this question. The applicant does not have the information required to state how this affects percentages of total land in the City classified as Suburban Commercial or as High Density Residential uses.

j. Impact on transportation and service needs;

The proposed development is in an area of multifamily housing with fully developed roads, signalized intersections, an existing FUTS trail, and a NAIPTA bus stop on Beulah Boulevard within less than one-quarter mile of the Property. As a multifamily residential infill development of 111 units in an area that is already built out, the applicant does not believe that the proposed development will create significant impacts on current levels of service for police, fire, water, wastewater, and stormwater.

k. Impact and/or benefit to housing which may result from the proposal;

The proposed project will provide 111 units of rental housing, including 12 units of affordable rental housing. According to the Comprehensive Housing Market Analysis, as of July 1, 2011, by the U.S. Department of Housing and Urban Development, the rental vacancy rate was. 6.5 percent in 2011 with an estimated demand for the period from July 1, 2011, to July 1, 2014 for 240 rental units ranging in size from studios to two bedroom apartments, with rents from $800/month to $1,300/month. The proposed project will provide units with a market rental range from $700 to $1,250, and with affordable units ranging from $675 to $867.

l. Impact on the implementation of the General Plan Goals and policies resulting from the proposal.

The amendment to High Density Residential would bring this parcel into the same Regional Plan classification as the properties in private ownership which are located across West University Heights Drive from the Property on the west and south. The Property is bordered on the north and northeast by State land and on the east by

City land.

The amendment, by making possible the proposed project on the Property, would meet the following goals of the present General Plan of:

- Placing development close to public transit (provided by NAIPTA); providing access for pedestrians and bicyclists;
- Applying design guidelines that take into consideration the natural and built environment of Flagstaff;
- Enhancing a people-oriented neighborhood with existing access to the Flagstaff Urban Trail System, and local shopping and restaurants;
- Providing affordable housing; and
- Emphasizing infill development which helps increase housing availability in existing residential areas.

Legal Description for Narrative

CITIZENS PARTICIPATION PLAN
for
REZONING AND REGIONAL LAND USE PLAN AMENDMENT

A REQUEST FROM CHASON COMPANIES FOR A 111 UNIT APARTMENT COMPLEX LOCATED ON ASSESSOR PARCELS 112-20-013A, 014B, AND 015B, 600 W. UNIVERSITY HEIGHTS DRIVE

Parcels within 300 feet of the parcel will be notified via a letter and invited to a Citizens Participation Plan meeting. The letters of notification will be mailed by August 28, 2013 and will include a brief description of the project. The letter will inform the neighbors of a community meeting to be held Friday, September 06, 2013, 5:00 pm, at City of Flagstaff Fire Station #6, 3877 S. Lake Mary Road, Flagstaff, AZ.

A description of the project will be presented. A question and answer session will follow. This will allow any neighborhood concerns to be identified and addressed prior to submission to the Planning and Zoning Commission. Concerns raised will be reported to the Community Development Department in a Citizen's Participation Plan report to be submitted with the Rezoning and RLUTP applications.

CITIZENS PARTICIPATION PLAN MEETING
for
REZONING AND REGIONAL LAND USE PLAN AMENDMENT
NOTIFICATION LETTER

A REQUEST FROM CHASON COMPANIES FOR A 111 UNIT APARTMENT COMPLEX LOCATED ON ASSESSOR PARCELS 112-20-013A, 014B, AND 015B, 600 W. UNIVERSITY HEIGHTS DRIVE

Chason Companies has submitted to City of Flagstaff a request to rezone 4.02 acres to construct 111 apartments. The three parcels are currently zoned SC, Suburban Commercial. The parcels have a Regional Land Use and Transportation Plan, (RLUTP), designation of Parks. The parcels would be rezoned to HR, High Density Residential zone. The RLUTP designation would be amended to High Density Residential. A Citizen's Participation Meeting is required for the rezoning and RLUTP Amendment. All property owners within 300 feet of the site will be notified and invited to a neighborhood meeting.

The meeting will be held on Friday, September 06, 2013, 5:00 pm, at City of Flagstaff Fire Station #6, 3877 S. Lake Mary Road, Flagstaff, AZ. A description of the project will be presented. A question and answer session will follow. This will allow any neighborhood concerns to be identified and addressed prior to submission to the Planning and Zoning Commission. Concerns raised will be reported to the Community Development Department in a Citizen's Participation Plan report to be submitted with the Rezoning and RLUTP applications.

Questions about this meeting should be directed to Kent Hotsenpiller, Mogollon Engineering and Surveying, 411 W. Santa Fe, Flagstaff. 928-214-0214 phone and email mogollon99@aol.com.

CITIZENS PARTICIPATION PLAN REPORT
for
REZONING AND REGIONAL LAND USE PLAN AMENDMENT

A REQUEST FROM CHASON COMPANIES FOR A 111 UNIT APARTMENT COMPLEX LOCATED ON ASSESSOR PARCELS 112-20-013A, 014B, AND 015B, 600 W. UNIVERSITY HEIGHTS DRIVE

WHAT: Citizens Participation Plan Meeting
WHEN: Friday, Sept. 06, 2013, 5:00 pm
WHERE: Flagstaff Fire Station # 6 Meeting Room
3877 S. Lake Mary Road
Flagstaff, AZ

Chason Companies has submitted to City of Flagstaff a request to rezone 4.02 acres to construct 111 apartments. The three parcels are currently zoned SC, Suburban Commercial. The parcels have a Regional Land Use and Transportation Plan, (RLUTP), designation of Parks. The parcels would be rezoned to HR, High Density Residential zone. The RLUTP designation would be amended to High Density Residential. A Citizen's Participation Meeting is required for the rezoning and RLUTP Amendment. All property owners within 300 feet of the site, as well as homeowners associations that govern land within 1000 feet of the parcels, have been notified via mail and invited to a neighborhood meeting. A list of notification addresses was submitted to City staff with the site plan submittal.

Notification letters were sent out August 27. A 4' x 4' sign was posted on-site August 27, at 10:00 am. The sign had an information box that contained meeting announcements. The sign was clearly visible from University Heights Drive North and read: (see photo)

CITIZENS PARTICIPATION PLAN MEETING
for
REZONING AND REGIONAL LAND USE PLAN AMENDMENT
NOTIFICATION LETTER

A REQUEST FROM CHASON COMPANIES FOR A 111 UNIT APARTMENT COMPLEX LOCATED ON ASSESSOR PARCELS 112-20-013A, 014B, AND 015B, 600 W. UNIVERSITY HEIGHTS DRIVE

Friday, September 06, 2013 5:00 pm
City of Flagstaff Fire Station #6, 3877 S. Lake Mary Road, Flagstaff, AZ.

The meeting commenced at 5:00 at Fire Station #6 on Friday, Sept. 6, 2013 in the conference room.

Sixteen people attended the meeting, four representing the developer, two represented the seller of the property and 10 citizens. A site plan, building floor plans and elevations of the proposed buildings mounted on foam core posters were on display. It was explained that the parcels are currently zoned Suburban Commercial and are to be rezoned to HR. Most folks were curious about what the project involved. They broke in to small groups with a representative from the developer for individual questions. Common concerns were traffic impacts to University Heights Drive, trail connections, parking, property values, and water availability. One comment sheet was received, the individual asked about a bridge over Sinclair Wash for pedestrians and bicycles, traffic access to and from University Drive North, snow removal from sidewalks, and weed removal from sidewalks and median for visibility. One couple was interested in first floor units with a garage as a possible rental for themselves. Another citizen was concerned that there were too many rentals in the area as she is having difficulty renting her house out.

Traffic concerns were about the increased traffic to University Heights Drive North, particularly in the morning rush hour. The developer's representatives mentioned that the City's analysis of this project did not find traffic impacts high enough to require a Traffic Impact Analysis. ADOT and the City have done recent improvements to Beulah Blvd., I-40/I-17, Lake Mary Road, and University Heights Drive North to address traffic at current and foreseeable levels for the future for development possible in the immediate area. It was also pointed out that the current zoning of this property, Suburban Commercial could potentially generate more traffic than residential uses.

Many people asked about connections to the FUTS. It was explained that there are two proposed connections from the site to the FUTS. The existing sidewalk along University Heights Drive is in disrepair and the developer will be required to replace/repair certain portions of the sidewalk, which will improve public access to the FUTS.

Parking concerns were voiced. It was explained that the project meets current city parking requirements and many units have a carport or garage. Additionally, the site is within a few hundred feet of a bus line. Concerns were that places have been rented out in the area to students and do not have enough parking for residents or visitors. This leads to parking on adjoining streets and yards.

Several people asked about their property values being affected by the development. It is not known precisely what effect this development would have on existing values. These are rental units so there would not be any competition with the condominiums or nearby single family residences. It would be safe to say that apartments would not have as negative effect as would many allowed commercial uses under the current zoning.

Several expressed concern over water availability. They believe they are under water rationing and wonder how the City can supply more developments with water. It was explained that all developments are analyzed by city staff for water and sewer capacity.

A Water and Sewer Impact Analysis was not required for this project. Water rationing is to promote water conservation, not because the City is running out of water supply. The City is at a Level 2 Water conservation mode all of the time. This only allows landscape watering every other day based on address.

Snow removal was another concern. An individual commented that the condominiums across the street piled their snow on the sidewalk adjoining these parcels. The developer's representatives assured this individual that the development would follow City Ordinances with regard to sidewalk snow removal.

A copy of the Citizens Participation Plan, notification letter, mailing list, assessor maps, meeting sign in sheet, sign picture, meeting photos and comment sheet are attached.

CITIZEN'S PARTICIPATION PLAN
TRAILSIDE APARTMENTS REZONING AND RLUTP AMENDMENT
SEPTEMBER 06, 2013

NAME	ADDRESS
Paula + Harold Ables	1512 W Univ Hgts Dr N
SKIP NIEMIEC	8505 E HARTFORD DR.
Steven Goldstein	5620 N. Scottsdale Rd S
Kent Hotsenpiller	411 W. Santa Fe
Nick Keppert	3325 Andrew Douglass. Flagstaff
John + Cynthia Lovely	1130 Shullenbarger
Tres Flook	1381 Shullenbarger FLG
Corrien DeRieux	3200 S Litzler Dr send P&Z notice to: 1400 W. Melissa Flag 8600 S
Val Martin Rozell	3330 So. Hillary Way
Wendy Troxler	1477 W. Univ Hgts Dr. N.
Diana Witherow	2377 S. Cliff View St
Hilton Harris	405 N. Beaver St #7

ATTENDANCE SHEET

CITIZEN'S PARTICIPATION PLAN
TRAILSIDE APARTMENTS REZONING AND RLUTP AMENDMENT
SEPTEMBER 06, 2013

NAME John Lovely

ADDRESS 1130 Shullenbarger, FLG 86005

ISSUES, CONCERNS, AND COMMENTS

Bridge over Sinclair Wash - foot/Bicycle traffic
Traffic Access to/from Univ Hgts. Or N
Snow/weed removal from Sidewalks
and center divider - Visibility

COMMENT SHEET

CITIZEN'S PARTICIPATION PLAN
TRAILSIDE APARTMENTS REZONING AND RLUTP AMENDMENT
SEPTEMBER 06, 2013

NAME

ADDRESS

ISSUES, CONCERNS, AND COMMENTS

Traffic, Parking, Snow Removal - condos plow into our site.
Water Rationing,
rental, rather than buy/our she owns/rents in area
property values

All gone by 5:30
stay still 6:00

Change Zip Code to 86005

COMMENT SHEET

3175 SHOSHONE LLC
7581 E LAS PALMAS
PRESCOTT VALLEY, AZ 86314

ACTON WILLIAM B & TAMMY L
8933 LAKE MEADE RANCHEROS
KINGMAN, AZ 86401

AGN DEV CORP PROFIT SHARING
PLAN & TRUST
21750 N 30TH WAY
PHOENIX, AZ 85050

ALONSO PERGENTINO JR & KAREN
DENISE
3200 S LITZLER DR NO 19-224
FLAGSTAFF, AZ 86001

ANDERSON MATTHEW T
3438 E TONTO LN
PHOENIX, AZ 85050

ANDERSON PAUL J JR
5920 E PAKE VIEW RD
CAVE CREEK, AZ 85331

ANDRE-SPRINGER SUZANNE
2025 HOLLY DR
PRESCOTT, AZ 86305

BRANDENBERG JIM & ROSE TRUST
DTD 8-30-12
6410 W PORT AU PRINCE LN
GLENDALE, AZ 85306

BULLARD JIM W & DONNA D
CPWROS
2250 N AMORIE DR
CAMP VERDE, AZ 86322

BURKHALTER SONJA
3200 S LITZLER DR NO 8-232
FLAGSTAFF, AZ 86001

CAIN KAITLIN
3200 S LITZLER DR 7-228
FLAGSTAFF, AZ 86001

CITY OF FLAGSTAFF
211 W ASPEN AVE
FLAGSTAFF, AZ 86001

CLARK JOSEPH V & CHRISTINA E JT ;
CAMPBELL RHIANNON JT
4532 W COMMONWEALTH PL
CHANDLER, AZ 85226

COLLINS JOSHUA DOUGLAS
3200 LITZLER DR 10-140
FLAGSTAFF, AZ 86001

COOPER FRANK L & WINNIE L
CPWROS
4158 E FLOWER CIR
MESA, AZ 85206

DAVIS BRITTAIN K & RACHEL
LEVINE CPWROS
3200 S LITZLER DR APT 11-249
FLAGSTAFF, AZ 86001

DEDMON ERIC JT ; KRYSTLE
FREEMAN JT
3200 S LITZLER DR APT 12 150
FLAGSTAFF, AZ 86001

DENHAM KYLE
3219 S JUSTIN ST
FLAGSTAFF, AZ 86001

DERIEUX NICHOLAS A & CORRIEN
CPWROS
1400 W MELISSA DR
FLAGSTAFF, AZ 86001

DONALDSON RACHEL
4255 E SOLIERE AVE NO 131
FLAGSTAFF, AZ 86004

DOWELL ALAN B & THERESA G
TRUSTEES ; DOWELL T & A FAMILY
TRUST DTD 2-11-05
906 PARKER DR
FLAGSTAFF, AZ 86001

EGAN AMY CHRISTINE JT ; EGAN
MICHAEL J & PAMELLA A JT
3200 S LITZLER DR 11-248
FLAGSTAFF, AZ 86001

EVANS BRYAN M & ELLA M
3264 S LITZLER RD
FLAGSTAFF, AZ 86001

FINE DEBORAH M
3327 S JUSTIN ST
FLAGSTAFF, AZ 86001

FLEMING WILLIAM A & VIOLA
474 PLAT RD
COLGATE, WI 53017

GARCIA JESHUA DAVID G
1685 W SHELLIE DR
FLAGSTAFF, AZ 86001

GARN STEVE L & MELANIE PANLA
20 E CAMINO DE DIANA
GREEN VALLEY, AZ 85614

GERLAK ROBERT J & JANNA M
CPWROS
1150 SCHULTZ PASS RD
FLAGSTAFF, AZ 86001

GINTHER BRYAN D
6018 E ROY ROGERS LN
CAVE CREEK, AZ 85331

GOLDBERG MARC & SYLVIA
TRUSTEES ; GOLDBERG FAMILY
TRUST U/A/D 7-12-06
2510 E ELDER DR
FLAGSTAFF, AZ 86001

GOLOB DEVELOPMENT LLC
PO BOX 1176
PAGE, AZ 86040

GRASSER PAUL R & ANNE M CPWROS
3704 N COLTON RANCH RD
FLAGSTAFF, AZ 86001

GREEN LIGHT INVESTMENTS LLC
2095 N FOXHILL RD
FLAGSTAFF, AZ 86004

HALBIG COLIN M & MARGUERITE D
42210 N STONEMARK DR
ANTHEM, AZ 85086

HARRINGTON TIMOTHY P CPWROS ;
HOWARD SHERRIL R CPWROS
2665 N INDIAN RIDGE DR
TUCSON, AZ 85715

HEAL PROPERTIES LLC
8050 US NAVAL OBSERVATORY RD
FLAGSTAFF, AZ 86001

HEITLAND ANN RAE
8340 CABALLO WY
FLAGSTAFF, AZ 86004

HICKETHIER JERRY L & PAMELA S
TRUSTEES ; HICKETHIER LIV TRUST
DITD 2/13/02
1929 VENTOR CIR
PRESCOTT, AZ 86301

HISER BOB & DONNETTA
1040 ARDREY CIR
FLAGSTAFF, AZ 86001

IMAM SYED AHSAN
3200 S LITZLER DR APT 9-236
FLAGSTAFF, AZ 86001

JACOBS JONATHAN J
3200 LITZLER DR 25-150
FLAGSTAFF, AZ 86001

JDS EST III LLC
907 W SHERRI DR
GILBERT, AZ 85233

JIBRI LLC
10317 WARREN'S WAY
WANAQUE, NJ 07465

KELLAR ROBERT PHILIP & MYONG S
4613 W SELDON LN
GLENDALE, AZ 85302

KING DAVID
PO BOX 1071
FLAGSTAFF, AZ 86002

KINNEY KAREN ELIZABETH
3200 S LITZLER DR NO 9-139
FLAGSTAFF, AZ 86001

LAPENTA ZACHARY T
300 TARPON AVE
SE RIO RANCHO, NM 87124

LEE LANA A
180 WEST GOLD RUSH TRAIL
FLAGSTAFF, AZ 86001

LEE MARGARET M JT ; JANIS
ANTHONY JT
1051 W BEAL RD
FLAGSTAFF, AZ 86001

LIANG-DEMIGUEL BERNADETTE
3200 LITZLER DR 21-134
FLAGSTAFF, AZ 86001

LITZLER LLC
6918 N HIGHLANDS DR
PARADISE VALLEY, AZ 85253

ORR KEVIN C & YVONNE J JT
1200 GORDON DR
KINGMAN, AZ 86409

O'CONNOR BRIGID M
PO BOX 32459
PHOENIX, AZ 85064

NEALE REGINA & VINCENT G JT
23 RUSSEL LN
LAGUNA NIGUEL, CA 92677

NAVARRO TOMAS & ELIZABETH
CPWROS
3115 W PATRICIA LN
YUMA, AZ 85365

NAPIER JOHN D
1263 E STONE RIDGE DR
FLAGSTAFF, AZ 86001

NAGILLER SANDRA J REVOCABLE
TRUST DTD 10-18-12
PO BOX 50052
PARKS, AZ 86018

MYERS CHRISTINA L JT ;
BERGSTRESSER SCOTT K JT
1135 TOVAL TRL
FLAGSTAFF, AZ 86001

MORGAN DONNA M
3298 S DEBBIE ST
FLAGSTAFF, AZ 86001

MILLER FAMILY LIVING TRUST DTD
4-27-10
1616 N PRAIRIE WAY
FLAGSTAFF, AZ 86004

MCVEY STEVE & LINDA CPWROS
7572 E BUTEO DR
SCOTTSDALE, AZ 85255

MCDONALD JOSEPH D & RACHAEL L
3200 SOUTH LITZLER DR
FLAGSTAFF, AZ 86001

MCDERMOTT/ZICKERMAN LLC
310 SO WILLIAMS BLVD #310
TUCSON, AZ 85711

THE VILLAGE AT UNIVERSITY
HEIGHTS OWNERS ASSOCIATION
323 S. RIVER RUN ROAD, #1
FLAGSTAFF, AZ 86001

ZAVALA JOAQUIN & MARIA G
2511 O'BRIEN CIRCLE
CAMARILLO, CA 93010

WITHEROW DIANA HAYES
2377 S CLIFFVIEW ST
FLAGSTAFF, AZ 86001

WINIECKI STEVEN V & SHAWN D
3980 WESTWOOD CIR
FLAGSTAFF, AZ 86001

WELLS THEODORE
430 EAST ST
PITTSFORD, NY 14534

WEDEMEYER ROBERT G & PAULA JT
PO BOX 187
JACKSONVILLE, NY 14854

WALTON SCOTT & CARRIE
2705 W CREIGHTON DR
FLAGSTAFF, AZ 86001

WAGNER ROBIN ; WAGNER VICTOR
5240 E MOCKINGBIRD
FLAGSTAFF, AZ 86004

TURNER MATTHEW A
2328 W SILVERTON DR
FLAGSTAFF, AZ 86001

TOWNSEND ERYN D JT ; TOWNSEND
DUANE E & JOAN C JT
112 RYANS LN
MIDWAY, UT 84049

TAYLOR ALLISON
3200 S LITZLER DR 23-242
FLAGSTAFF, AZ 86001

T & A RENTS LLC
7371 W DREAMVIEW TRL
FLAGSTAFF, AZ 86001

SONDGEROTH KENNETH L & SHERRY
L CPWROS
5791 WISHING WELL DR
FORT MOHAVE, AZ 86426

SNOWDEN-SANTI LIVING TRUST DTD
11-25-98
4045 LAUSANNE WAY
FLAGSTAFF, AZ 86004

SMITH MATTHEW V A/K/A ; SMITH
MATT
1456 W UNIVERSITY HTS DR N
FLAGSTAFF, AZ 86001

SINCLAIR SPRINGS TOWNHOMES
ASSOC INC
323 S RIVER RUN NO 1
FLAGSTAFF, AZ 86001

SIMONEAU ROBERT A & MARTHA D
CPWROS
23762 LADRILLO ST
WOODLAND HILLS, CA 91367

SHIELDS THOMAS K & CARRIE A
1501 E LAREDO ST
CHANDLER, AZ 85225

SCOTT ANDREW J
8937 W DALEY LN
PEORIA, AZ 85383

SCHRACHTA JOHN C
3200 S LTIZLER DR 11-148
FLAGSTAFF, AZ 86001

SACKS DARRYL R & CAROL E
REVOCABLE TRUST ; DATED 12/25/00
439 CANNES ST
HENDERSON, NV 89015

ROWLAND BRIAN K & MELODY L
17282 W FETLOCK TRL
SURPRISE, AZ 85387

ROEHM JESICA
3200 S LITZLER DR 12-154
FLAGSTAFF, AZ 86001

ROBINSON PAUL N
PO BOX 237
CAMP VERDE, AZ 86322

ROBERTS ANGELA
700 W UNIVERSITY AVE 6-204
FLAGSTAFF, AZ 86001

RITZ KAREN
7724 W CALAVAR RD
PEORIA, AZ 85381

REETHS D'ANN M
3200 S LITZLER DR 9-239
FLAGSTAFF, AZ 86001

RAGSDALE EVAN C
PO BOX 95
FLAGSTAFF, AZ 86002

PRIEFER DENISE ARMAND
1416 N SUNSET DR
PAYSON, AZ 85541

PERKINS LIVING TRUST DTD 10-1-09
7970 N BADER RD
FLAGSTAFF, AZ 86001

CITIZENS PARTICIPATION PLAN MEETING
for
REZONING AND REGIONAL LAND USE PLAN AMENDMENT NOTIFICATION LETTER

A REQUEST FROM CHASON COMPANIES FOR A 111 UNIT APARTMENT COMPLEX LOCATED ON ASSESSOR PARCELS 112-20-013A, 014B, AND 015B, 600 W. UNIVERSITY HEIGHTS DRIVE

Friday, September 06, 2013 5:00 pm
City of Flagstaff Fire Station #6,
3877 S. Lake Mary Road, Flagstaff, AZ.

Sinclair Springs
Town homes Owners Association
c/o Sterling Real Estate Management
323 S. River Run Road, Suite 1
Flagstaff, AZ 86001

RECEIVED
OCT 11 2013
BY BK

October 9, 2013

Mr. Brian Kulina
Planning Development Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, AZ 86001

Dear Mr. Kulina:

The Board of Directors of the Sinclair Springs Townhomes Owners Association has been advised of the City of Flagstaff's Planning and Zoning Commission public hearing to consider a high density apartment development at 600 West University Heights Drive North.

This letter is on behalf of the owners of forty (40) townhomes in University Heights immediately to the south of the proposed development on Litzler Drive. Our concern is the extreme lack of parking in the area. Unless the development will have 1-1/2 parking spaces per bedroom, many people will be cruising the neighborhood trying to park somewhere, especially in the winter months when on-street parking is prohibited.

Also, mountain views from our property will be blocked by a high-rise development. Unless our concerns are mitigated, we are not in favor of the development proceeding forward.

Sincerely,

Michael R. Savoy
President
Sinclair Springs Townhomes Owners Association
Board of Directors

be with the Lord Wednesday, October 2, 2013, in her home in Flagstaff, Arizona. Dora was born February 8, 1954 to Cecilia Segura and Adrian Alonzo Sr., in San Antonio, Texas.

Dora was the 5th oldest of 8 children. Dora was preceded in death by her parents, 2 older brothers, and 1 younger sister. She is survived by her children, Cecilia Tafoya and Deborah (Zack) Foltz, her siblings Domingo, Survey, Lidia, and Paul. She is also survived by 5 grandchildren, and 3 great-grandchildren, and many nieces and nephews. For the past 24 and a half years Dora worked for W.L. Gore and Associates. She has many friends from Flagstaff and all over the U.S. She loved spending time with family and friends, going to the movies, crocheting, plus she had many other interests.

A memorial service will be held on Saturday, October 5, 2013 at 10:30 a.m. at Life Church, 2587 E. 7th Ave., Flagstaff, Arizona.

Condolences can be sent to 5250 N. Hwy 89 Space # 55, Flagstaff, AZ 86004

He needed to go back, Federal Aviation Administration spokeswoman Laura Brown said.

Instead, he ended up needing to use the eight-lane Capitol Expressway as a runway and successfully navigated a landing through power lines and cars before pulling over into a right-hand turn lane, San Jose police Sgt. Heather Randol said.

"It required some skill on (the pilot's) part," Randol said. "We're just thankful nobody got injured."

area.

In Alabama, safety workers hoisted double red flags at Gulf Shores because of treacherous rip currents ahead of the storm.

In Mississippi, Gov. Phil Bryant declared a state of emergency, urging residents to prepare. State Emergency Management Agency Director Robert Latham said local schools will decide whether to play football games. He said the southern part of the state could have tropical storm-force winds by late Friday.

"I know that Friday night football in the South is a big thing, but I don't think anybody wants to risk a life because of the potential winds," Latham said.

Louisiana Gov. Bobby Jindal also declared a state of emergency, citing the possibility of high winds, heavy rain and tides. Florida Gov. Rick Scott also declared an emergency for 18 counties.

The Army Corps of Engineers said it was closing a structure intended to keep storm surge out of the Inner Harbor Navigation Canal in Louisiana – known

Isaac
area
"It
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parti
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NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that the Flagstaff Planning and Zoning Commission will hold a Public Hearing on October 23, 2013, at 4:00 p.m. and the Flagstaff City Council will hold a Public Hearing on December 3, 2013, at 6:00 p.m. to consider a Regional Land Use and Transportation Plan amendment and a Zoning Map amendment requests.

A. Explanation of Matters to be Considered: A proposed Regional Land Use and Transportation Plan amendment from Parks to High Density Residential and a Zoning Map amendment from Suburban Commercial (SC) to High Density Residential (HR) for approximately 4.02 acres, as described in Part B below and highlighted on the map.

The proposed amendments will allow for the development of multi-family residential, consisting of three three-story buildings, a clubhouse, and 111 apartment units.

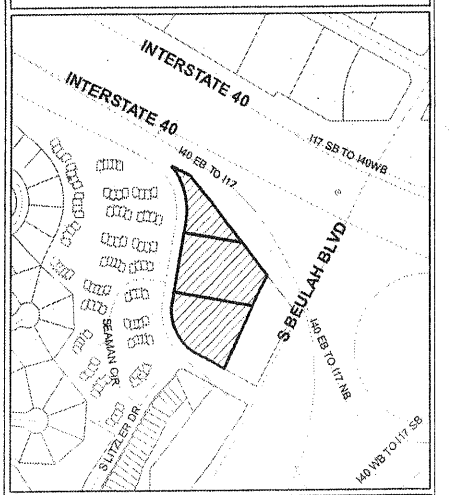
B. General Description of the Affected Area: Approximately 4.02 acres located at 600 W University Heights Dr N, Coconino County Assessor's Parcel Numbers 112-20-013A, -014B, -015B, within the Southeast Quarter of Section 29, Township 21 North, Range 7 East, of the Gila and Salt River Base and Meridian, City of Flagstaff, Coconino County, Arizona.

The Council hearing for these items may be continued if the Planning and Zoning Commission has not given a recommendation.

Interested parties may file comments in writing regarding the proposed amendments or may appear and be heard at the hearing dates set forth above. Maps and information regarding the proposed amendments are available at the City of Flagstaff, Planning and Development Services Section, 211 West Aspen Avenue.

Unless otherwise posted, all Planning and Zoning Commission and City Council meetings are held in the Council Chambers of City Hall, 211 West Aspen Avenue, Flagstaff, Arizona.

PROPOSED REGIONAL PLAN AMENDMENT and REZONE
Regional Land Use and Transportation Plan Amendment from Parks to High Density Residential and Zoning Map Amendment from Suburban Commercial (SC) to High Density Residential (HR)



APN: 112-20-013A, 014B, 015B
ACRES: ~4.02

FOR FURTHER INFORMATION CONTACT
Brian Kulina
Planning Development Manager
Planning & Development Services
211 West Aspen Avenue
Flagstaff, Arizona 86001
(928) 213-2613
bkulina@flagstaffaz.gov

Publish: October 4, 2013

Elwyn Gus P

Elwyn Gus Palmer, 94, entered into his eternal reward on Saturday, September 28, 2013. Gus was born in Taylor, Arizona, on March 23rd, 1919. His parents are Arthur and Evaline Augusta Gibbons Palmer. He was the 6th child of 11 children. He lived in Taylor until his Sophomore year of high school, when his family moved to Holbrook. Gus married his high school sweetheart, Ruth Westover, on June 26, 1939. They began their life together in Winslow, where he worked for the railroad. In 1944 they moved to Flagstaff where he had a dairy business, and later spent 20 years working at the Navajo Army Depot. In 2010, the Palmers moved to Thatcher, Arizona, where the air was easier to breathe.

Gus Palmer's life was a life of service. Throughout his life he has blessed others through his selfless acts of kindness and love. He was always one of the first to help put the roof on the home someone in need; to visit those who needed a lift; or to help loved ones move across the country. He spent years of service working with branches and wards of the Church of Jesus Christ of Latter-day Saints in Flagstaff and Cameron. He also spent years and years volunteering to help in the Church athletic programs. After retirement, Gus and Ruth went on two missions for their Church – one at the Oakland Temple Visitor's Center,

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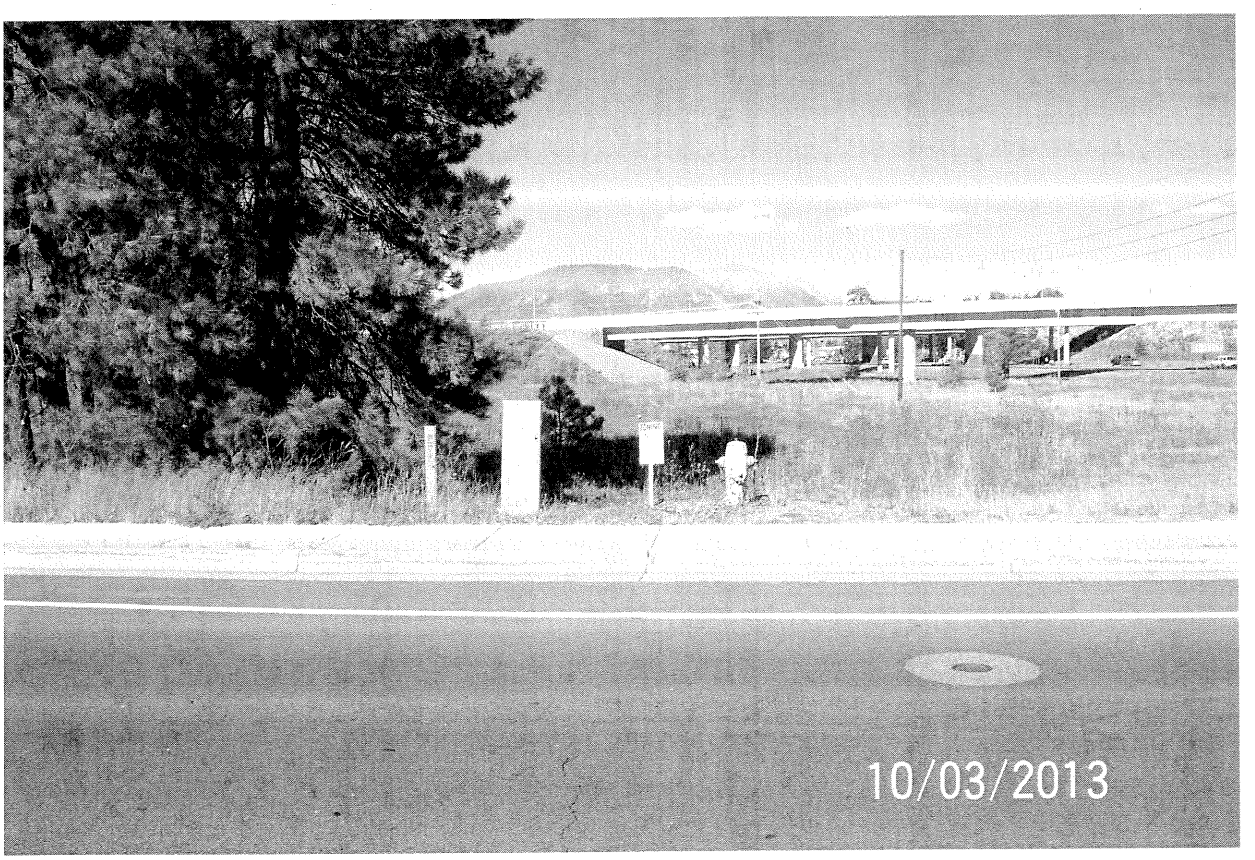
Public Hearing Notice – Posting



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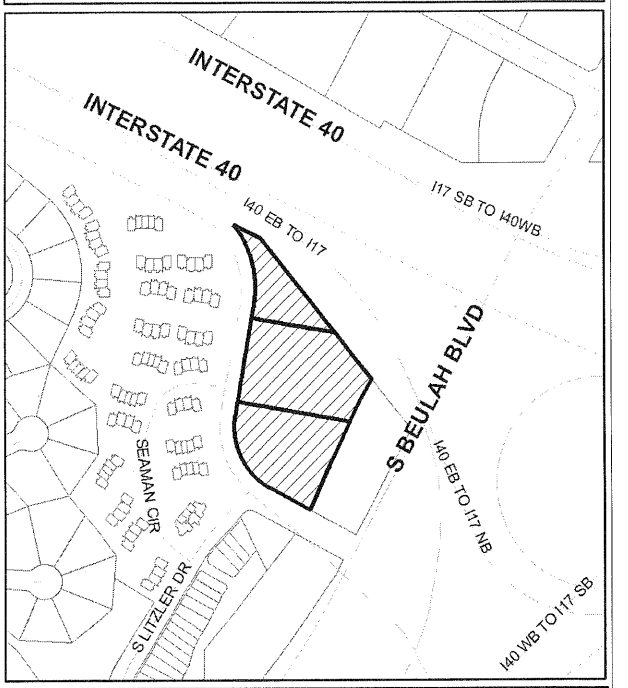

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Mail: October 4, 2013

Trailside Project - 600 - 800 W. University Heights Drive
List of Property Owners within in 300 Feet

11263095		3175 SHOSHONE LLC	7581 E LAS PALMAS	PRESCOTT VALLEY, AZ 86314	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263081		ACTON WILLIAM B & TAMMY L	8933 LAKE MEADE RANCHEROS	KINGMAN, AZ 86401	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11220013A	600 W UNIVERSITY HEIGHTS DR	AGN DEV CORP PROFIT SHARING PLAN & TRUST	21750 N 30TH WAY	PHOENIX, AZ 85050	UNIVERSITY HEIGHTS
11220014B	700 W UNIVERSITY HEIGHTS DR	AGN DEV CORP PROFIT SHARING PLAN & TRUST	21750 N 30TH WAY	PHOENIX, AZ 85050	UNIVERSITY HEIGHTS
11220015B	800 W UNIVERSITY HEIGHTS DR	AGN DEV CORP PROFIT SHARING PLAN & TRUST	21750 N 30TH WAY	PHOENIX, AZ 85050	UNIVERSITY HEIGHTS
11263157		ALONSO PERGENTINO JR & KAREN DENISE	3200 S LITZLER DR NO 19-224	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263190		ANDERSON MATTHEW T	3438 E TONTO LN	PHOENIX, AZ 85050	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263158		ANDERSON PAUL J JR	5920 E PAKE VIEW RD	CAVE CREEK, AZ 85331	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263182		ANDRE-SPRINGER SUZANNE	2025 HOLLY DR	PRESCOTT, AZ 86305	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263165		BRANDENBERG JIM & ROSE TRUST DTD 8-30-12	6410 W PORT AU PRINCE LN	GLENDALE, AZ 85306	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263093		BULLARD JIM W & DONNA D CPWROS	2250 N AMORIE DR	CAMP VERDE, AZ 86322	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263067		BURKHALTER SONJA	3200 S LITZLER DR NO 8-232	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263059		CAIN KAITLIN	3200 S LITZLER DR 7-228	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11219010C	521 W UNIVERSITY HEIGHTS DR	CITY OF FLAGSTAFF	211 W ASPEN AVE	FLAGSTAFF, AZ 86001	UNIVERSITY HEIGHTS
11220012B	3101 S BEULAH BLVD	CITY OF FLAGSTAFF	211 W ASPEN AVE	FLAGSTAFF, AZ 86001	UNIVERSITY HEIGHTS
11263058		CLARK JOSEPH V & CHRISTINA E JT ; CAMPBELL RHIANNON JT	4532 W COMMONWEALTH PL	CHANDLER, AZ 85226	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263079		COLLINS JOSHUA DOUGLAS	3200 LITZLER DR 10-140	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263105		COOPER FRANK L & WINNIE L CPWROS	4158 E FLOWER CIR	MESA, AZ 85206	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263098		DAVIS BRITTAIN K & RACHEL LEVINE CPWROS	3200 S LITZLER DR APT 11-249	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263099		DEDMON ERIC JT ; KRYSTLE FREEMAN JT	3200 S LITZLER DR APT 12 150	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263204		DENHAM KYLE	3219 S JUSTIN ST	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263187		DERIEUX NICHOLAS A & CORRIEN CPWROS	1400 W MELISSA DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263094		DONALDSON RACHEL	4255 E SOLIERE AVE NO 131	FLAGSTAFF, AZ 86004	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263159		DOWELL ALAN B & THERESA G TRUSTEES ; DOWELL T & A FAMILY TRUST DTD 2-11-05	906 PARKER DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263097		EGAN AMY CHRISTINE JT ; EGAN MICHAEL J & PAMELLA A JT	3200 S LITZLER DR 11-248	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11257037	3264 S LITZLER DR	EVANS BRYAN M & ELLA M	3264 S LITZLER RD	FLAGSTAFF, AZ 86001	SINCLAIR SPRINGS TOWNHOUSES
11263102		FINE DEBORAH M	3327 S JUSTIN ST	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263096		FLEMING WILLIAM A & VIOLA	474 PLAT RD	COLGATE, WI 53017	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263086		GARCIA JESHUA DAVID G	1685 W SHELLIE DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263085		GARN STEVE L & MELANIE PANLA	20 E CAMINO DE DIANA	GREEN VALLEY, AZ 85614	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263066		GERLAK ROBERT J & JANNA M CPWROS	1150 SCHULTZ PASS RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263170		GINTHER BRYAN D	6018 E ROY ROGERS LN	CAVE CREEK, AZ 85331	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263205		GOLDBERG MARC & SYLVIA TRUSTEES ; GOLDBERG FAMILY TRUST U/A/D 7-12-06	2510 E ELDER DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263089		GOLOB DEVELOPMENT LLC	PO BOX 1176	PAGE, AZ 86040	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263053		GRASSER PAUL R & ANNE M CPWROS	3704 N COLTON RANCH RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263054		GRASSER PAUL R & ANNE M CPWROS	3704 N COLTON RANCH RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263104		GREEN LIGHT INVESTMENTS LLC	2095 N FOXHILL RD	FLAGSTAFF, AZ 86004	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11257040	3250 S LITZLER DR	HALBIG COLIN M & MARGUERITE D	42210 N STONEMARK DR	ANTHEM, AZ 85086	SINCLAIR SPRINGS TOWNHOUSES
11263189		HARRINGTON TIMOTHY P CPWROS ; HOWARD SHERRIL R CPWROS	2665 N INDIAN RIDGE DR	TUCSON, AZ 85715	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263168		HEAL PROPERTIES LLC	8050 US NAVAL OBSERVATORY RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263080		HEITLAND ANN RAE	8340 CABALLO WY	FLAGSTAFF, AZ 86004	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263172		HICKETHIER JERRY L & PAMELA S TRUSTEES ; HICKETHIER LIV TRUST DITD 2/13/02	1929 VENTOR CIR	PRESCOTT, AZ 86301	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263207		HISER BOB & DONNETTA	1040 ARDREY CIR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263075		IMAM SYED AHSAN	3200 S LITZLER DR APT 9-236	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263203		JACOBS JONATHAN J	3200 LITZLER DR 25-150	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263083		JDS EST III LLC	907 W SHERRI DR	GILBERT, AZ 85233	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263185		JIBRI LLC	10317 WARREN'S WAY	WANAQUE, NJ 07465	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263073		KELLAR ROBERT PHILIP & MYONG S	4613 W SELDON LN	GLENDALE, AZ 85302	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263162		KING DAVID	PO BOX 1071	FLAGSTAFF, AZ 86002	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263074		KINNEY KAREN ELIZABETH	3200 S LITZLER DR NO 9-139	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263076		LAPENTA ZACHARY T	300 TARPON AVE	SE RIO RANCHO, NM 87124	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263175		LEE LANA A	180 WEST GOLD RUSH TRAIL	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263065		LEE MARGARET M JT ; JANIS ANTHONY JT	1051 W BEAL RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263171		LIANG-DEMIGUEL BERNADETTE	3200 LITZLER DR 21-134	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263100		LITZLER LLC	6918 N HIGHLANDS DR	PARADISE VALLEY, AZ 85253	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263161		MCDERMOTT/ZICKERMAN LLC	310 SO WILLIAMS BLVD #310	TUCSON, AZ 85711	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263106		MCDONALD JOSEPH D & RACHAEL L	3200 SOUTH LITZLER DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263160		MCVEY STEVE & LINDA CPWROS	7572 E BUTEO DR	SCOTTSDALE, AZ 85255	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263088		MILLER FAMILY LIVING TRUST DTD 4-27-10	1616 N PRAIRIE WAY	FLAGSTAFF, AZ 86004	VILLAGE @ UNIVERSITY HEIGHTS CONDOS

Trailside Project - 600 - 800 W. University Heights Drive
List of Property Owners within in 300 Feet

11263101		MORGAN DONNA M	3298 S DEBBIE ST	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263178		MYERS CHRISTINA L JT ; BERGSTRESSER SCOTT K JT	1135 TOVAL TRL	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263179		NAGILLER SANDRA J REVOCABLE TRUST DTD 10-18-12	PO BOX 50052	PARKS, AZ 86018	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263071		NAPIER JOHN D	1263 E STONE RIDGE DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263152		NAVARRO TOMAS & ELIZABETH CPWROS	3115 W PATRICIA LN	YUMA, AZ 85365	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263200		NEALE REGINA & VINCENT G JT	23 RUSSEL LN	LAGUNA NIGUEL, CA 92677	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263154		O'CONNOR BRIGID M	PO BOX 32459	PHOENIX, AZ 85064	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263174		ORR KEVIN C & YVONNE J JT	1200 GORDON DR	KINGMAN, AZ 86409	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263090		PERKINS LIVING TRUST DTD 10-1-09	7970 N BADER RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263173		PRIEFER DENISE ARMAND	1416 N SUNSET DR	PAYSON, AZ 85541	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263062		RAGSDALE EVAN C	PO BOX 95	FLAGSTAFF, AZ 86002	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263078		REETHS D'ANN M	3200 S LITZLER DR 9-239	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11257039	3254 S LITZLER DR	RITZ KAREN	7724 W CALAVAR RD	PEORIA, AZ 85381	SINCLAIR SPRINGS TOWNHOUSES
11263183		ROBERTS ANGELA	700 W UNIVERSITY AVE 6-204	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263153		ROBINSON PAUL N	PO BOX 237	CAMP VERDE, AZ 86322	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263103		ROEHM JESICA	3200 S LITZLER DR 12-154	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263184		ROWLAND BRIAN K & MELODY L	17282 W FETLOCK TRL	SURPRISE, AZ 85387	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263072		SACKS DARRYL R & CAROL E REVOCABLE TRUST ; DATED 12/25/00	439 CANNES ST	HENDERSON, NV 89015	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263077		SACKS DARRYL R & CAROL E REVOCABLE TRUST ; DATED 12/25/09	439 CANNES ST	HENDERSON, NV 89015	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263092		SCHRACHTA JOHN C	3200 S LTIZLER DR 11-148	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263186		SCOTT ANDREW J	8937 W DALEY LN	PEORIA, AZ 85383	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263166		SHIELDS THOMAS K & CARRIE A	1501 E LAREDO ST	CHANDLER, AZ 85225	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263084		SIMONEAU ROBERT A & MARTHA D CPWROS	23762 LADRILLO ST	WOODLAND HILLS, CA 91367	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11257043		SINCLAIR SPRINGS TOWNHOMES ASSOC INC	323 S RIVER RUN NO 1	FLAGSTAFF, AZ 86001	SINCLAIR SPRINGS TOWNHOUSES
11263202		SMITH MATTHEW V AKA ; SMITH MATT	1456 W UNIVERSITY HTS DR N	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263107		SNOWDEN-SANTI LIVING TRUST DTD 11-25-98	4045 LAUSANNE WAY	FLAGSTAFF, AZ 86004	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263169		SONDGEROTH KENNETH L & SHERRY L CPWROS	5791 WISHING WELL DR	FORT MOHAVE, AZ 86426	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263201		T & A RENTS LLC	7371 W DREAMVIEW TRL	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263191		TAYLOR ALLISON	3200 S LITZLER DR 23-242	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263188		TOWNSEND ERYN D JT ; TOWNSEND DUANE E & JOAN C JT	112 RYANS LN	MIDWAY, UT 84049	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263069		TURNER MATTHEW A	2328 W SILVERTON DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263063		WAGNER ROBIN ; WAGNER VICTOR	5240 E MOCKINGBIRD	FLAGSTAFF, AZ 86004	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263064		WALTON SCOTT & CARRIE	2705 W CREIGHTON DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263068		WALTON SCOTT & CARRIE	2705 W CREIGHTON DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263206		WALTON SCOTT & CARRIE	2705 W CREIGHTON DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11257038	3260 S LITZLER DR	WEDEMEYER ROBERT G & PAULA JT	PO BOX 187	JACKSONVILLE, NY 14854	SINCLAIR SPRINGS TOWNHOUSES
11263196		WELLS THEODORE	430 EAST ST	PITTSFORD, NY 14534	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263082		WHITE JANET LEE	3200 S LITZLER DR NO 10-143	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263164		WINIECKI STEVEN V & SHAWN D	3980 WESTWOOD CIR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263087		WITHEROW DIANA HAYES	2377 S CLIFFVIEW ST	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263192		ZAVALA JOAQUIN & MARIA G	2511 O'BRIEN CIRCLE	CAMARILLO, CA 93010	VILLAGE @ UNIVERSITY HEIGHTS CONDOS

GOAL LU1

Greater Flagstaff will have a compact land use pattern within a well-defined boundary that shapes growth in a manner that preserves the region's natural environment, livability, and sense of community. Flagstaff will continue to offer the primary types of housing design developments that have defined its land use patterns: the conventional and traditional neighborhood scale which provide a choice of housing types and supporting non-residential uses within walking distances.

Rationale

The Flagstaff area has a relatively finite amount of developable private land. Roughly two-thirds of the area's approximately 48,000 acres of private land are already developed. Increasingly, development in the region has spread across the rural landscape because of the desirability of these rural environs. This leapfrog development is an inefficient use of land and natural and financial resources within the Flagstaff Metropolitan Planning Organization planning area. This dispersed development increases traffic congestion, and places a strain on the ability of the City and County to provide needed services and facilities, such as transportation, police, and fire and emergency services.

A compact land use pattern, on the other hand, shapes growth in a manner that preserves the region's natural environment, livability, and sense of community. The *Regional Plan* establishes an Urban Growth Boundary that identifies lands that are currently most appropriate for compact, urban development. These lands shall be planned for the full range of urban services, and are appropriate for annexation under appropriate conditions. By directing growth to well-defined contiguous areas, development is more efficiently served, open lands and natural resources can be better protected; public facilities and services can be delivered more effectively; neighborhoods can provide a greater range of options for housing types in more areas of the region; and a diverse range of transportation choices can be made available. With a finite supply of land, the *Regional Plan* shall provide for the region's growth in a manner that balances growth and conservation. It is recognized that state trust and privately-owned lands may be developed at their current zoning category unless they are acquired or protected for open space purposes.

Policies and Strategies

Implementation Matrix Key

In the "Time Frame" column, the first number indicates when the action should be initiated and the second number indicates when it should be completed relative to *Regional Plan* ratification. For example, "0–1" means the action should be initiated as soon as possible and be completed no later than within one year of plan ratification. These time frames are set with the understanding that they are meant as best estimates and may have to be adjusted given the numerous parties involved in implementation of any given strategy.

The following abbreviations are used throughout the matrix:

ADOT	Arizona Department of Transportation	**PRA**	Planning Reserve Area
CIP	Capital improvement Program	**RGB**	Rural Growth Boundary
FHWA	Federal Highway Administration	**UGB**	Urban Growth Boundary
FMPO	Flagstaff Metropolitan Planning Organization	**USFS**	United States Forest Service

Policy	Strategy	Respon-sible Party	Time Frame/ Years
Policy LU1.7—Promote Infill Development If properly designed, infill development can serve an important role in achieving quality, mixed-use neighborhoods. The *Regional Plan* promotes infill development in the city's Urban Growth Boundary, in preference to development of outlying or more remote lands adjacent to the city. Development of infill areas in the city shall occur in a manner that is in character and context with existing, surrounding development. In some instances, sensitively designed, high quality infill development can help stabilize and revitalize existing older neighborhoods.	*Strategy LU1.7(a)—Implement McMillan Mesa Master Plan* The McMillan Mesa planning process concluded with a major amendment to the *Regional Plan*, adopted by the City Council, to implement the recommendations of the McMillan Mesa Master Plan. The primary focus of the Master Plan, and the major amendment, is to preserve significant City and private land holdings in the study area as natural open space, while still allowing for some development of other uses and giving consideration to protection of viewsheds and open space corridors and enhancement of quality design. The *Regional Plan* recognizes that certain private lands on the Mesa have approvals in place for development, and that unless they are acquired by the City, these development entitlements cannot be altered.	City	1-5
	Strategy LU1.7(b)—Acquire Access Easements or Open Lands Proceeds from City-owned land that is disposed, sold, or leased for development shall be used to acquire non-motorized access easements, as a priority, or to purchase high priority open lands or critical urban open space lands.	City	Through-out life of *Regional Plan*
	Strategy LU1.7(c)—Develop Community-Based Infill Programs Develop neighborhood infill programs that provide residents with the opportunity to gain familiarity with and provide input on urban design, existing development, compatibility, scale, landscaping and other land use patterns.	City	Through-out life of *Regional Plan*
	Strategy LU1.7(d)—Designate Infill Incentive Areas Where appropriate, designate infill incentive areas that will benefit the neighborhood through the development and application of incentives for development.	City	Through-out life of *Regional Plan*

Policy	Strategy	Respon-sible Party	Time Frame/ Years
Policy LU1.9—Promote Quality Design The *Regional Plan* promotes quality design and development. Particular emphasis shall be placed on improved character of the public realm, including attention to streetscape design, and sensitivity to neighborhood character and context for new development in or near existing neighborhoods. Quality design shall be an important element in successful infill development and redevelopment. In addition, plan policies have been developed which address design standards that minimize risks due to natural hazards, such as floods and wildfire.	See Strategies for Quality Design in the Community Character and Design Element		
Policy LU1.10—Place Emphasis on all Transportation Modes The *Regional Plan* provides for key roadway connections, with highest priority for missing pieces in core parts of the street grid system, including north/south connections. All commercial and residential areas shall include full accommodation for pedestrian and bicycle travel and transit access.	See Strategies in the Transportation Element		
Policy LU1.11—Place Emphasis on and Encourage Traditional Neighborhood Development and Redevelopment Design The *Regional Plan* promotes the creation and establishment of neighborhood units with mixed land uses, a variety of dwelling types, activity centers that are walkable, alternate modes of transportation routes, and design that is sensitive to existing surrounding development.	*Strategy LU1.11(a)—Develop and Apply Various Tools to Achieve Development and Establishment of Traditional Neighborhoods with Mixed-Uses* Use Traditional Neighborhood Design criteria, overlay districts, and incentives to develop Planning Reserve Areas; undeveloped infill sites specifically those designated commercial, and medium- and high-density residential; and redevelopment areas	City	0-1

GOAL HN1

The supply of affordable home ownership, rental, and special needs housing units affordable to low- and moderate-income households will be increased.

Rationale

The greatest deficiency in the Flagstaff housing market is the absence of housing that is affordable to low- and moderate-income households. The median price of a newly constructed house in Flagstaff is $189,000, while the median sales price for existing homes is $177,500. Flagstaff land costs, topography, and geology severely hinder the construction of homes within the range in which 50% of potential homebuyers could afford. Current market rents are too high for the estimated 3,000 households that are living in substandard conditions. While some progress has been made in the construction of affordable rental housing, little progress has been made in the production of affordable owner-occupied housing. In general, affordable housing shall be located in the city, where adequate public facilities and services are available.

Policies and Strategies

Policy	*Strategy*	*Respon-sible Party*	*Time Frame/ Years*
Policy HN1.1—Evaluate and Adjust Housing Policies and Strategies The City and County shall maintain a current assessment of housing and economic conditions and adjust their housing planning, policy, and strategy approaches as necessary to ensure community services and resources are delivered appropriately and efficiently to meet community needs and vision.	*Strategy HN1.1(a)—Increase Funding For Affordable Housing* Increase funding for affordable housing through an aggressive grant/loan/bond writing campaign to fund the priority programs defined in the Flagstaff Consolidated Plan.	City, County, state and federal agencies, private financial institutions, for-profit and non-profit housing providers	Through-out life of *Regional Plan*
	Strategy HN1.1(b)—Ensure Affordable Housing Supply Consider methods to ensure an affordable housing supply, including amending zoning district regulations; establishing incentive programs, density bonuses, and housing set-asides where legal; supporting non-profit developers in addressing special population needs; and providing support through non-profit agencies for the marketing and sale of affordable units.	City, County, for-profit and non-profit housing providers	0-3
	Strategy HN1.1(c)—Special Needs Facilities Support the development of facilities and services for homeless persons, persons with AIDS, victims of domestic violence, the elderly, handicapped, mentally ill, and disabled.	City, County, non-profit housing providers, state agencies	0-5

GOAL T3

The region's development pattern will support a diverse range of transportation choices, including transit, walking and bicycling, as well as driving.

Rationale

In general, development in the region is oriented to a street system developed to serve the automobile. Auto-oriented development patterns lend to sprawling subdivisions and strip commercial developments. This land development pattern typically is not in a form or density that supports transit, walking, or bicycling, although exceptions can be found Downtown and in older neighborhoods. In order to support a multi-modal transportation system, the region's development patterns must change to support a balanced transportation system.

Policy	*Strategy*	*Respon-sible Party*	*Time Frame/ Years*
Policy T3.1—Establish a Comprehensive Bicycling Network and Trails System This system shall connect all residential and commercial districts of the region, and provide direct access to schools, the NAU campus, public parks and the external recreational trail system on public lands. Advanced cyclists will largely be served by on-street facilities: bike lanes, wide shoulders, and in limited circumstances, wide curb lanes. Where no opportunities for such facilities exist, advanced cyclists may be accommodated on off-street multi-use paths. In many cases, parallel systems will be necessary to serve the utilitarian needs of basic riders. This may mean parallel paved bike paths or multi-use paths or nearby, parallel roads with lower volumes of traffic. The utilitarian trips of children cyclists–primarily trips to school–will be accommodated on signed bike routes, bike lanes on lower volume roads (i.e., minor collectors), and, where compatible with the Flagstaff Urban Trail System plan, off-street multi-use paths. Speed, volume, and connectivity factors, among others, will influence which types of facilities are necessary and when they must be improved to accommodate the various levels of cyclists.	*Strategy T3.1(a)—Implement Transportation Improvement Program* Develop pedestrian, bicycle, and trail master plans and incorporate related projects into the Transportation Improvement Program.	City, County, FMPO	Annually
	Strategy T3.1(b)—Coordinate Trail Programs with USFS Trail System The City and County shall coordinate the trail program with the Forest Service to support the policies in this *Regional Plan* and the recommendations in the *Greater Flagstaff Area Open Spaces and Greenways Plan.*	City, County, USFS	Through-out life of *Regional Plan*
	Strategy T3.1(c)—Identify Critical Bikeways Corridors Critical corridors will be identified for bikeways to establish a system that provides connectivity and mobility for bicyclists.	City, County, FMPO	0-2
	Strategy T3.1(d)—Develop Bikeways Facilities Develop bikeways facilities that serve the utilitarian needs of advanced, basic, and children bicyclists.	City, County, State & FMPO	0-2
	Strategy T3.1(e)—Develop Standards for Range of Cyclists Develop standards for the development of bikeways facilities for advanced, basic, and children cyclists.	City, County, State & FMPO	0-2

Policy	Strategy	Responsible Party	Time Frame/ Years
Policy OSPR1.5—Protect "Neighborwoods" Preserve "Neighborwoods" to the extent possible in order to create buffers between communities and to provide recreational opportunities for nearby residents. Should development occur in "Neighborwoods" areas, provisions shall be incorporated to ensure continued access to public lands.	*Strategy OSPR1.5(a)—Preserve "Neighborwoods"* Adopt vegetation and wildlife protection standards and guidelines to preserve "Neighborwoods" between residential communities.	City & County	0-3
	Strategy OSPR1.5(b)—Establish "Neighborwoods" Associations Establish "Neighborwoods" associations to provide stewardship of designated adjacent open space lands.	City & County in cooperation with home-owners associations, neighborhood groups, etc.	1-5
Policy OSPR1.6—Provide Parks, Open Space, And Recreation Facilities Throughout the Region Integrate parks, open space, and recreational facilities when suitable with other public facilities. Recreational use of regional open space land may be permitted where it is consistent with the Land Use Plan and other policies. Active and passive recreational sites shall be located throughout the region to diffuse the impact of growth and development. The location of recreational sites on the interface areas between the city and the county shall be used as a means to provide recreational uses to nearby city and county residents.	*Strategy OSPR1.6(a)—Adopt Locational Policies* Adopt location policies and standards for the development of parks, open space, and recreational facilities.	City & County	0-3
	Strategy OSPR1.6(b)—Pursue Acquisition of Open Space Properties Fund an open spaces acquisition and management program by pursuing sources of revenues, such as private funding and donations, sales taxes, impact fees, private-public partnerships, grants, and easements.	City & County	Throughout life of *Regional Plan*
	Strategy OSPR1.6(c)—Acquire and Designate Lands for Parks/Recreation Acquire additional park/recreation lands, and/or designated City-owned lands, to accommodate growth and eliminate deficiencies.	City	Throughout life of *Regional Plan*

Policy	Strategy	Respon-sible Party	Time Frame/ Years
Policy CD1.4—Protect Forested Settings, Key Entry Points, and Corridors The presence of forested settings and viewsheds are key features in the region and present particularly strong experiences at entry points to the community and along key highway corridors. Their character shall be retained and enhanced.	*Strategy CD1.4(a)—Coordinate with ADOT and USFS* The City and the County shall work with ADOT and USFS to develop standards and guidelines to protect, maintain and enhance the function and visual character of entryways and key highway, mountains, and viewsheds.	City, County, ADOT, USFS	1-5
	Strategy CD1.4(b)—Develop Design Standards The City and the County shall develop design standards and guidelines to protect and enhance viewsheds, entry points, and key roadway corridors.	City & County	0-3
Policy CD1.5—Continue Inter-agency Coordination for Development and Protection of Wildlife Habitat and Corridors Continue coordination between governmental agencies which provides early identification of potential development areas that are attractive to wildlife and that create nuisance problems and conditions that are dangerous to people and/or wildlife.	*Strategy CD1.5(a)—Through Planning Efforts Attempt to Avoid Potential Human-Wildlife Conflicts* The City and County should consult with the appropriate state and federal agencies for their review and comments in order to avoid creating potential human-wildlife conflict situations.	City, County, USFS, AZ Game & Fish	Through-out life of *Regional Plan*

GOAL CD2

The Flagstaff region will continue to protect its unique character that reflects its forested setting of ponderosa pine trees, piñon and juniper vegetation, and meadows through quality design and development. Emphasis will be placed on quality design in both the public realm—streets, civic buildings, and other public spaces—as well as the private realm—commercial buildings, work places, and housing. Preservation of vegetation and wildlife are part of the quality design and development process.

Rationale

The significant natural areas in the region enrich the community's quality of life in many ways, including by providing scenic vistas and numerous recreational opportunities. As the community develops, it is important that the natural appearing landscapes adjacent to urban and residential areas be maintained. Development should blend harmoniously with the natural environment. Through the thoughtful design of new and redeveloping areas, connections to the natural environment can be provided and impacts to topographic features minimized. Buildings, streets, landscaping, and public outdoor spaces will be arranged to preserve and accentuate the city's and the region's unsurpassed scenic views. To the extent that the preservation, acquisition, or creation of open spaces during the development design and review process is required, vegetation, wildlife and habitat should be preserved.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Brian Kulina, Planning Development Manager

Date: 11/25/2013

Meeting Date: 12/03/2013

TITLE:

Public Hearing, Consideration and Adoption of Ordinance No. 2013-24: An ordinance amending the Flagstaff Zoning Map designation of approximately 4.02 acres of real property located at 600 West University Heights Drive from "SC", Suburban Commercial, to " HR", High Density Residential (Amending Zoning Map for Trailside Apartments).

RECOMMENDED ACTION:

At the December 3, 2013 Council Meeting:
1) Hold Public Hearing
2) Read Ordinance No. 2013-24 by title only for the first time
3) City Clerk reads Ordinance No. 2013-24 by title only for the first time (if approved above)
At the December 17, 2013 Council Meeting:
4) Read Ordinance No. 2013-24 by title only for the final time
5) City Clerk reads Ordinance No. 2013-24 by title only for the final time (if approved above)
6) Adopt Ordinance No. 2013-24

Policy Decision or Reason for Action:

The Flagstaff Planning and Zoning Commission conducted a Public Hearing to consider this Zoning Map amendment request at its regular meeting on October 23, 2013. The Planning Commission voted (7-0) to forward the request to the City Council with a recommendation of approval subject to two conditions. The attached ordinance list the two conditions of approval. Zoning Map amendments are required to be adopted by ordinance.

Subsidiary Decisions Points:
If the first reading of the ordinance is successful, the attached Development Agreement will be scheduled for consideration by the City Council on December 17, 2013, prior to the second reading of the ordinance.

Financial Impact:

None

Connection to Council Goal:

Retain, expand, and diversify economic base
Effective governance

Has There Been Previous Council Decision on This:

This Zoning Map amendment request is accompanied by a Regional Plan amendment request.

Options and Alternatives:

The City Council may approve the ordinance with the proposed conditions, approve the ordinance with additional or modified conditions, or deny the ordinance.

Background/History:

See the Introduction/Background section of the Planning and Zoning Commission Zoning Map Amendment Staff Report, dated October 23, 2013, a copy of which is attached, for the Background/History discussion.

Key Considerations:

Zoning Map amendments are adopted by the City Council via ordinance. Ordinance No. 2013-24 changes the Zoning Map designation of approximately 4.02 acres from the Suburban Commercial (SC) zone to the High Density Residential (HR) zone.

Expanded Financial Considerations:

None

Community Benefits and Considerations:

Community benefits and considerations related to this Zoning Map amendment request are addressed in the attached Planning and Zoning Commission Zoning Map Amendment Staff Report, dated October 23, 2013.

Community Involvement:

Inform

The Developer held a neighborhood meeting on September 6, 2013, at which sixteen people attended. Notice of the neighborhood meeting was provided in accordance with the Zoning Code. The results of the neighborhood meeting are included in the Citizen Participation Plan and Report, a copy of which is attached to the accompanying Regional Land Use and Transportation Plan Amendment Staff Report. The Planning and Zoning Commission conducted a Public Hearing on October 23, 2013. Notice of that Public Hearing was provided in accordance with State statute and the Zoning Code. At the Planning and Zoning Commission meeting, one member of the public provided comments expressing concern about traffic, parking, and the possibility of the proposed development compromising the views to the mountains. The member of the public further commented that they would rather see an apartment complex developed on on the subject property rather than a commercial use.

As of this writing, staff has received one letter, from the Sinclair Springs Townhomes Owners Association, and one phone call. The letter expressed concerns over parking and building height, as it related to the view of the mountains. The caller was looking to gather additional information related to the proposal and stated that a comment letter would be forthcoming. To date, staff has not received that letter.

Expanded Options and Alternatives:

- (Recommended Action): The City Council may approve the Zoning Map amendment as recommended by the Planning and Zoning Commission and staff by reading and adopting Ordinance No. 2013-24.
- The City Council may approve the Zoning Map amendment with additional or modified conditions of approval.
- The City Council may deny the Zoning Map amendment.

Attachments:

Ord. 2013-24
Public Hearing Notices
Draft PZC Minutes (10/23/2013)
PZC Staff Report
Exhibits 1 of 2
Exhibits 2 of 2

ORDINANCE NO. 2013-24

AN ORDINANCE AMENDING THE FLAGSTAFF ZONING MAP DESIGNATION OF APPROXIMATELY 4.02 ACRES OF REAL PROPERTY LOCATED AT 600 WEST UNIVERSITY HEIGHTS DRIVE FROM "SC", SUBURBAN COMMERCIAL, TO "HDR", HIGH DENSITY RESIDENTIAL

RECITALS:

WHEREAS, the applicant has applied for a map amendment of approximately 4.02 acres of real property located within the City of Flagstaff at 600 West University Heights Drive, a legal description of which is designated as **Exhibit "A"**, attached hereto and incorporated by this reference, from "SC", Suburban Commercial, to "HDR", High Density Residential, for purposes of developing multi-family residential apartment complex and attendant features; and

WHEREAS, the Council finds that the applicant has complied with all application requirements set forth in Chapter 10-20 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission has formally considered the proposed map amendment application, following proper notice and hearing, on October 23, 2013 with the result that the Planning and Zoning Commission has recommended approval of the requested zoning application, subject to the following conditions:

1. The subject property be developed in substantial conformance to the entire conceptual plans approved by the Inter-Division Staff (IDS) on September 9, 2013 and as presented to the Planning and Zoning Commission with this amendment request.
2. Prior to building permit submittal, the Property Owner shall combine Coconino County Assessor parcel numbers 111-20-013A, 112-20-14B, and 112-20-015B.

WHEREAS, the City Council has read and considered the staff reports prepared by Planning Division staff and has considered the narrative prepared by the applicant; and

WHEREAS, staff recommends approval of the map amendment application, subject to the conditions proposed by the Planning and Zoning Commission, and the Council has considered the conditions and has found them to be appropriate for the site; and

WHEREAS, the Council finds that the proposed map amendment with the conditions will not be detrimental to the uses of adjoining parcels or to other uses within the vicinity;

ENACTMENTS:

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

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. The zoning map designation for the subject property is amended to "HDR", High Density Residential.

SECTION 3. That City staff is hereby authorized to take such other and further measures and actions as are necessary and appropriate to carry out the terms, provisions and intents of this Ordinance.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this _____ day of _____, 2013.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

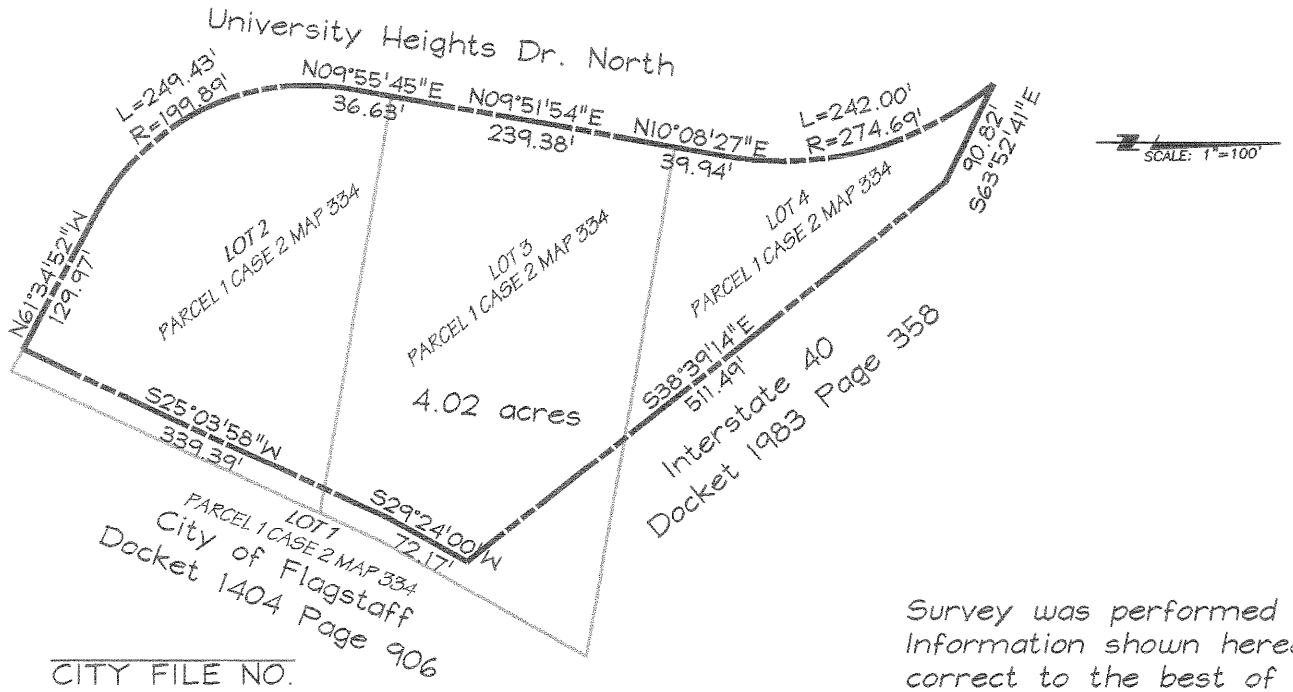
EXHIBIT "A"

TO

ORDINANCE NO. 2013-24

REZONING LEGAL DESCRIPTION
OF
INSTRUMENT 3564866

PORTIONS OF LOTS 2, 3, & 4 OF PARCEL 1, DIVISION OF LAND MAP RECORDED IN CASE 2 MAP 334 AND A PORTION OF "COMMERCIAL AREA" AS SHOWN ON FINAL PLAT OF UNIVERSITY HEIGHTS, CASE 2 MAP 276, COCONINO COUNTY RECORDS LOCATED IN THE SE1/4 SECTION 29, T 21 N, R 7 E, FLAGSTAFF, COCONINO COUNTY, ARIZONA



CITY FILE NO.

DESCRIPTIVE TITLE

Survey was performed in July of 2012. Information shown hereon is true and correct to the best of my knowledge.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
23950
KENT V.
HOTSENPILLER
Date Signed 2/11/13
ARIZONA U.S.A.

Expires on 3/31/15

HORIZONTAL SCALE: 1"=100'
VERTICAL SCALE:
DESIGNED/DRAWN BY:
PROJECT NO. 12965
DATE: 2/11/13

Mogollon Engineering & Surveying Inc
411 W. Santa Fe Avenue, Flagstaff, Az. 86001
P.O. Box 1952, Flagstaff, Az. 86002
Phone: 928-214-0214 • Fax: 928-913-0015

EXHIBIT B
LEGAL
DESCRIPTION

LEGAL DESCRIPTION FROM TITLE REPORT, PTA #00666256, 9/06/2012:

LOTS 2, 3, AND 4, PARCEL 1, AS SHOWN ON DIVISION OF LAND MAPS, RECORDED IN CASE 2, MAP 334, RECORDS OF COCONINO COUNTY, ARIZONA, BEING A RESUBDIVISION OF "COMMERCIAL AREA" OF UNIVERSITY HEIGHTS, AS SHOWN ON THE PLAT THEREOF RECORDED IN CASE 2, MAPS 276-276D, RECORDS OF COCONINO COUNTY, ARIZONA.

EXCEPTING THEREFROM ANY PORTION OF SUBJECT PROPERTY CONVEYED TO THE CITY OF FLAGSTAFF RECORDED IN DOCKET 1404, PAGE 906, RECORDS OF COCONINO COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

AN IRREGULAR SHAPED PAREL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 21 NORTH, RANCE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, BEING A PORTION OF THAT PARCEL OF LAND DESCRIBED AS UNIVERSITY HEIGHTS AND RECORDED IN CASE 2 MAP 276-276D, (RECORD #1, R1) OFFICE OF THE RECORDER (O,C,C,R,), FLAGSTAFF, ARIZONA, AND BEING MORE PARTICULARLLY DESCRIBED AS FOLLOWS:

THAT PARCEL OF LAND BOUND ON THE WEST BY THE WEST LINE OF A 40 FOOT WIDE DRAINAGE EASEMENT DESCRIBED IN (R1) AND BOUND ON THE EAST BY THE EAST LINE OF SAID (R1), WHICH IS COINCIDENT WITH THE WEST RIGHT-OF-WAY LINE OF U.S. ROUTE 89.

EXCEPT THEREFROM ANY PORTION LYING WITHIN THAT PARCEL OF LAND DESCRIBED IN DOCKET 609, PAGE 74 (O.C.C.R.).

ALSO EXCEPT THEREFROM ANY PORTION WITHIN THAT PARCEL OF LAND DESCRIBED IN DOCKET 1376, PAGE 15 (O.C.C.R.).

ALSO EXCEPT THEREFROM ANY PORTION LYING WITHIN LOTS 9 AND 10 (R1).

AND

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF ARIZONA, BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION, BY INSTRUMENT RECORDED AS DOCKET 1983, PAGE 358, RECORDS OF COCONINO COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF LOTS 3 AND 4, PARCEL 1, AS SHOWN ON DIVISION OF LAND MAPS, RECORDED IN CASE 2, MAP 334, RECORDS OF COCONINO COUNTY, ARIZONA, BEING A RESUBDIVISION OF "COMMERCIAL AREA" OF UNIVERSITY HEIGHTS, AS SHOWN ON THE PLAT THEREOF RECORDED IN CASE 2, MAPS 276-276D, RECORDS OF COCONINO COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT A 3/4" IRON PIPE MARKING THE EAST QUARTER CORNER OF SECTION 29, TOWNSHIP 21 NORTH, RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA;

THENCE SOUTH 00°32'30" EAST ALONG THE EAST LINE OF SAID SECTION A DISTANCE OF 420.69 FEET TO THE EXISTING SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 40 (ASHFORK-FLAGSTAFF HIGHWAY);

THENCE NORTH 63°52'40" WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 4.83 FEET TO THE TRUE POINT OF BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 4;

THENCE CONTINUING NORTH 63°52'40" WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 264.70 FEET;

THENCE NORTH 26°17'10" EAST, A DISTANCE OF 25.00 FEET;

THENCE NORTH 63°52'40" WEST, A DISTANCE OF 416.85 FEET;

THENCE FROM A LOCAL TANGENT BEARING OF SOUTH 63°52'40" EAST, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 280.00 FEET, A LENGTH OF 118.78 FEET;

THENCE SOUTH 63°52'40" EAST, A DISTANCE OF 90.86 FEET;

THENCE SOUTH 38°39'42" EAST, A DISTANCE OF 511.75 FEET TO THE EASTERLY LINE OF SAID LOT 3;

THENCE ALONG SAID EASTERLY LINE OF SAID LOTS 3 AND 4, NORTH 29°24'13" EAST, A DISTANCE OF 218.49 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 4.02 ACRES OF LAND MORE OR LESS AS SHOWN ON EXHIBIT B WHICH BY THIS REFERENCE IS MADE A PART HEREOF.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
23950
KENT V.
HOTSENPILLER
Date Signed 2/11/13
ARIZONA, U.S.A.
Expires: 3/31/15

City File Number _____

Descriptive Title _____

against him involving cocaine, escorts and prostitution. He called the allegations "100 per cent lies."

He said his integrity as a father and husband had been attacked, prompting him to "see red."

"I acted on complete impulse in my remarks," Ford said.

Ford also said he didn't want to comment on the particulars of the health care support he's receiving and asked for privacy for his family.

The mayor said he would take legal action against his former chief of staff, Mark Towhey and two other aides over their interviews with police that were detailed in court documents released Wednesday.

Ford did not specify what the aides might have said that was untrue. He also said he would take action

elected in 2010 on a wave of discontent from Toronto's outer suburbs over what voters considered wasteful spending and elitist politics at City Hall. But his term has been consumed by revelations of bad behavior, from public drunkenness to crack smoking to threatening to kill someone in a videotaped, incoherent rant.

The court documents released Wednesday are part of a drug case against Ford's friend and occasional driver.

Police interviews with Ford's ex-staffers revealed their concerns about his drug use and drunk driving, with one staffer alleging another saw Ford "impaired, driving very fast," and frightening the female employee who was in the car with him.

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NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that the Flagstaff City Council will hold a Public Hearing on December 3, 2013, at 6:00 p.m. to consider a Regional Land Use and Transportation Plan amendment and a Zoning Map amendment requests.

A. Explanation of Matters to be Considered:
A proposed Regional Land Use and Transportation Plan amendment from Parks and Recreation to High Density Residential and a Zoning Map amendment from Suburban Commercial (SC) to High Density Residential (HR) for approximately 4.02 acres, as described in Part B below and highlighted on the map.

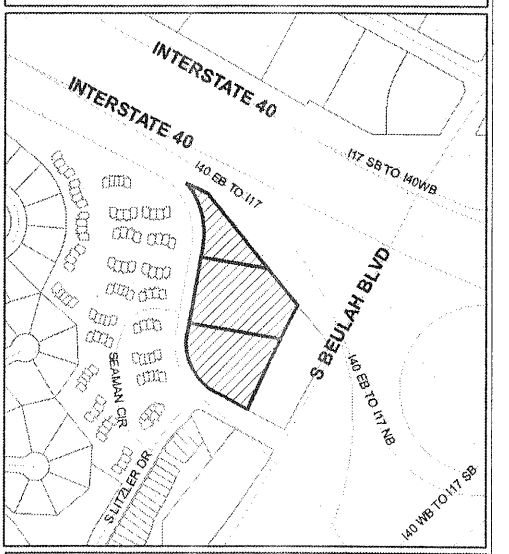
The proposed amendments will allow for the development of multi-family residential, consisting of three three-story buildings, a clubhouse, and 111 apartment units.

B. General Description of the Affected Area:
Approximately 4.02 acres located at 600 W University Heights Dr North, Coconino County Assessor's Parcel Numbers 112-20-013A, -014B, -015B, within the Southeast Quarter of Section 29, Township 21 North, Range 7 East, of the Gila and Salt River Base and Meridian, City of Flagstaff, Coconino County, Arizona.

Interested parties may file comments in writing regarding the proposed amendments or may appear and be heard at the hearing date set forth above. Maps and information regarding the proposed amendments are available at the City of Flagstaff, Planning and Development Services Section, 211 West Aspen Avenue.

Unless otherwise posted, all City Council meetings are held in the Council Chambers of City Hall, 211 West Aspen Avenue, Flagstaff, Arizona.

PROPOSED REGIONAL PLAN AMENDMENT and REZONE
Regional Land Use and Transportation Plan Amendment from Parks to High Density Residential and Zoning Map Amendment from Suburban Commercial (SC) to High Density Residential (HR)



APN: 112-20-013A, 014B, 015B
ACRES: ~4.02

FOR FURTHER INFORMATION CONTACT
Brian Kulina
Planning Development Manager
Planning & Development Services
211 West Aspen Avenue
Flagstaff, Arizona 86001

(928) 213-2613
bkulina@flagstaffaz.gov

CITY OF FLAGSTAFF ARIZONA ESTABLISHED 1882

Publish: November 15, 2013

ZONING

Notice is hereby given that the City of Flagstaff will hold a

PUBLIC HEARING

At Flagstaff City Hall, 211 West Aspen Avenue, Flagstaff, Arizona

6:00 p.m. on December 3, 2013

For the purpose of considering the following:

REGIONAL LAND USE AND TRANSPORTATION PLAN AMENDMENT FROM PARKS AND RECREATION TO HIGH DENSITY RESIDENTIAL AND ZONING MAP AMENDMENT FROM SUBURBAN COMMERCIAL (SC) TO HIGH DENSITY RESIDENTIAL (HR) RELATED TO 4.02 ACRES LOCATED AT 600 W. UNIVERSITY HEIGHTS DRIVE NORTH.

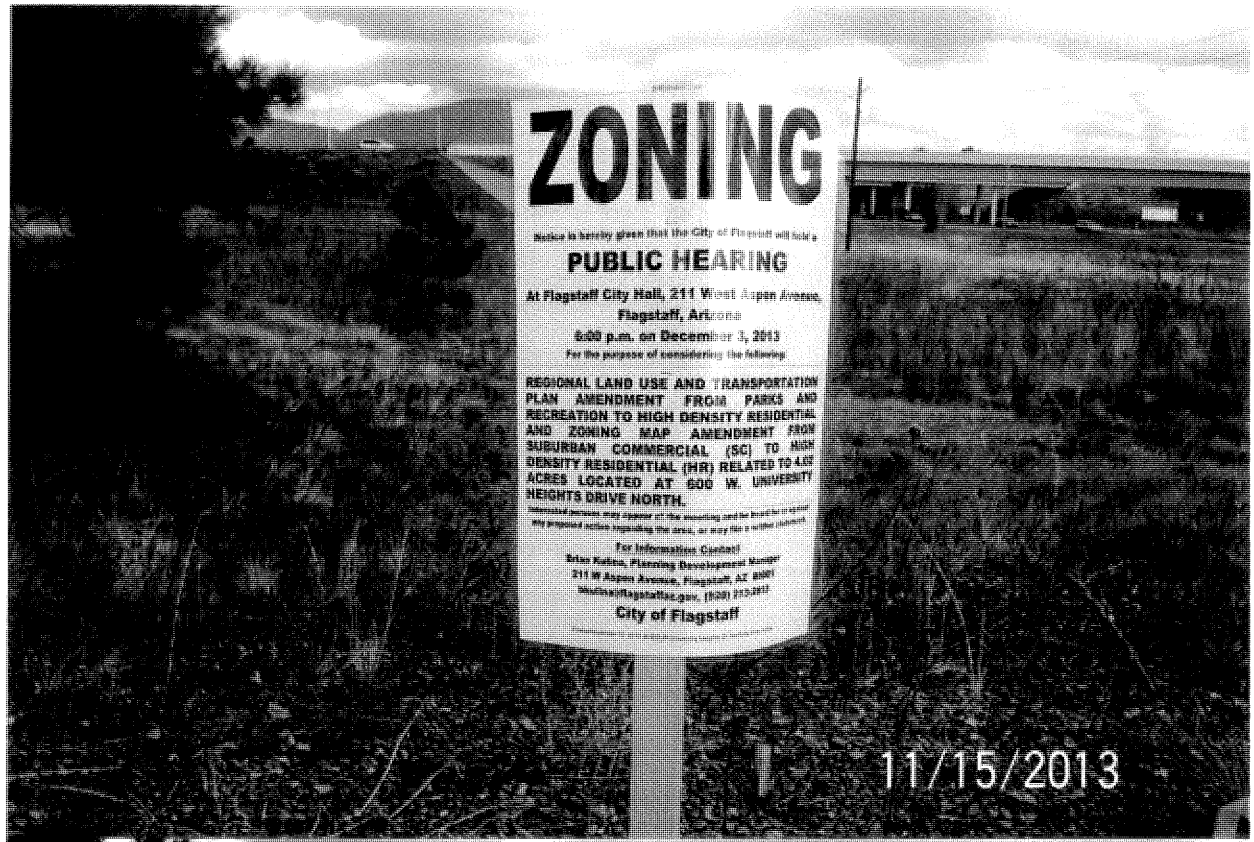
Interested persons may appear at the meeting and be heard for or against any proposed action regarding the area, or may file a written statement.

For Information Contact

Brian Kulina, Planning Development Manager
211 W Aspen Avenue, Flagstaff, AZ 86001
bkulina@flagstaffaz.gov, (928) 213-2613

City of Flagstaff

Posted November 15, 2013 at 600 W University Heights Dr North by Brian Kulina


ZONING
Notice is hereby given that the City of Flagstaff will hold a
PUBLIC HEARING
At Flagstaff City Hall, 211 West Aspen Avenue,
Flagstaff, Arizona
6:00 p.m. on December 3, 2013
For the purpose of considering the following
REGIONAL LAND USE AND TRANSPORTATION PLAN AMENDMENT FROM PARKS AND RECREATION TO HIGH DENSITY RESIDENTIAL AND ZONING MAP AMENDMENT FROM SUBURBAN COMMERCIAL (SC) TO HIGH DENSITY RESIDENTIAL (HR) RELATED TO 4.02 ACRES LOCATED AT 600 W. UNIVERSITY HEIGHTS DRIVE NORTH.
For Information Contact:
City of Flagstaff
11/15/2013

ZONING
11/15/2013

NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that the Flagstaff City Council will hold a Public Hearing on December 3, 2013, at 6:00 p.m. to consider a Regional Land Use and Transportation Plan amendment and a Zoning Map amendment request.

A. Explanation of Matters to be Considered:
A proposed Regional Land Use and Transportation Plan amendment from Parks and Recreation to High Density Residential and a Zoning Map amendment from Suburban Commercial (SC) to High Density Residential (HR) for approximately 4.02 acres, as described in Part B below and highlighted on the map.

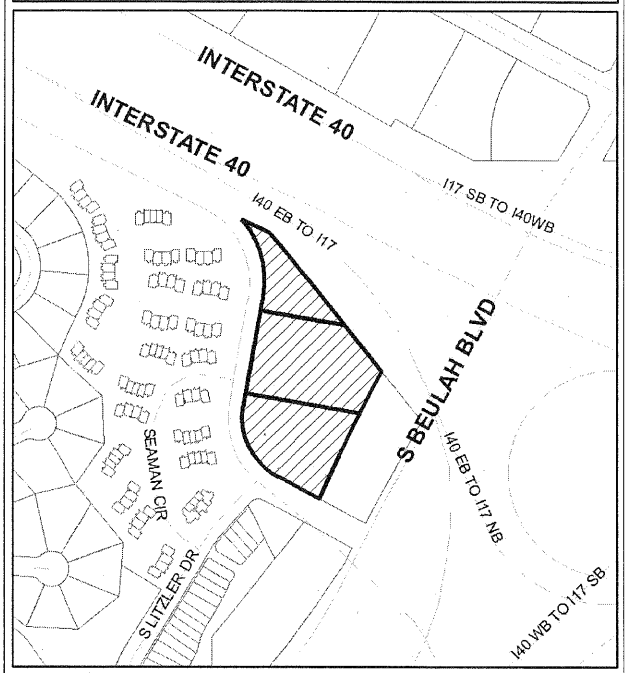
The proposed amendments will allow for the development of multi-family residential, consisting of three three-story buildings, a clubhouse, and 111 apartment units.

B. General Description of the Affected Area:
Approximately 4.02 acres located at 600 W University Heights Dr North, Coconino County Assessor's Parcel Numbers 112-20-013A, -014B, -015B, located within the Southeast Quarter of Section 29, Township 21 North, Range 7 East, of the Gila and Salt River Base and Meridian, City of Flagstaff, Coconino County, Arizona.

Interested parties may file comments in writing regarding the proposed amendments or may appear and be heard at the hearing dates set forth above. Maps and information regarding the proposed amendments are available at the City of Flagstaff, Planning and Development Services Section, 211 West Aspen Avenue.

Unless otherwise posted, all City Council meetings are held in the Council Chambers of City Hall, 211 West Aspen Avenue, Flagstaff, Arizona.

PROPOSED REGIONAL PLAN AMENDMENT and REZONE
Regional Land Use and Transportation Plan Amendment from Parks to High Density Residential and Zoning Map Amendment from Suburban Commercial (SC) to High Density Residential (HR)



APN: 112-20-013A, 014B, 015B
ACRES: ~4.02

FOR FURTHER INFORMATION CONTACT
Brian Kulina
Planning Development Manager
Planning & Development Services
211 West Aspen Avenue
Flagstaff, Arizona 86001

(928) 213-2613
bkulina@flagstaffaz.gov

Mail: November 15, 2013

Trailside Project - 600 - 800 W. University Heights Drive
List of Property Owners within in 300 Feet

APN		Name	Address	City/State/Zip	Subdivision
11263095		3175 SHOSHONE LLC	7581 E LAS PALMAS	PRESCOTT VALLEY, AZ 86314	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263081		ACTON WILLIAM B & TAMMY L	8933 LAKE MEADE RANCHEROS	KINGMAN, AZ 86401	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11220013A	600 W UNIVERSITY HEIGHTS DR	AGN DEV CORP PROFIT SHARING PLAN & TRUST	21750 N 30TH WAY	PHOENIX, AZ 85050	UNIVERSITY HEIGHTS
11220014B	700 W UNIVERSITY HEIGHTS DR	AGN DEV CORP PROFIT SHARING PLAN & TRUST	21750 N 30TH WAY	PHOENIX, AZ 85050	UNIVERSITY HEIGHTS
11220015B	800 W UNIVERSITY HEIGHTS DR	AGN DEV CORP PROFIT SHARING PLAN & TRUST	21750 N 30TH WAY	PHOENIX, AZ 85050	UNIVERSITY HEIGHTS
11263157		ALONSO PERGENTINO JR & KAREN DENISE	3200 S LITZLER DR NO 19-224	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263190		ANDERSON MATTHEW T	3438 E TONTO LN	PHOENIX, AZ 85050	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263158		ANDERSON PAUL J JR	5920 E PAKE VIEW RD	CAVE CREEK, AZ 85331	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263182		ANDRE-SPRINGER SUZANNE	2025 HOLLY DR	PRESCOTT, AZ 86305	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263165		BRANDENBERG JIM & ROSE TRUST DTD 8-30-12	6410 W PORT AU PRINCE LN	GLENDALE, AZ 85306	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263093		BULLARD JIM W & DONNA D CPWROS	2250 N AMORIE DR	CAMP VERDE, AZ 86322	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263067		BURKHALTER SONJA	3200 S LITZLER DR NO 8-232	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263059		CAIN KAITLIN	3200 S LITZLER DR 7-228	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11219010C	521 W UNIVERSITY HEIGHTS DR	CITY OF FLAGSTAFF	211 W ASPEN AVE	FLAGSTAFF, AZ 86001	UNIVERSITY HEIGHTS
11220012B	3101 S BEULAH BLVD	CITY OF FLAGSTAFF	211 W ASPEN AVE	FLAGSTAFF, AZ 86001	UNIVERSITY HEIGHTS
11263058		CLARK JOSEPH V & CHRISTINA E JT ; CAMPBELL RHIANNON JT	4532 W COMMONWEALTH PL	CHANDLER, AZ 85226	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263079		COLLINS JOSHUA DOUGLAS	3200 LITZLER DR 10-140	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263105		COOPER FRANK L & WINNIE L CPWROS	4158 E FLOWER CIR	MESA, AZ 85206	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263098		DAVIS BRITTAIN K & RACHEL LEVINE CPWROS	3200 S LITZLER DR APT 11-249	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263099		DEDMON ERIC JT ; KRYSTLE FREEMAN JT	3200 S LITZLER DR APT 12 150	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263204		DENHAM KYLE	3219 S JUSTIN ST	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263187		DERIEUX NICHOLAS A & CORRIEN CPWROS	1400 W MELISSA DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263094		DONALDSON RACHEL	4255 E SOLIERE AVE NO 131	FLAGSTAFF, AZ 86004	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263159		DOWELL ALAN B & THERESA G TRUSTEES ; DOWELL T & A FAMILY TRUST DTD 2-11-05	906 PARKER DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263097		EGAN AMY CHRISTINE JT ; EGAN MICHAEL J & PAMELLA A JT	3200 S LITZLER DR 11-248	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11257037	3264 S LITZLER DR	EVANS BRYAN M & ELLA M	3264 S LITZLER RD	FLAGSTAFF, AZ 86001	SINCLAIR SPRINGS TOWNHOUSES
11263102		FINE DEBORAH M	3327 S JUSTIN ST	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263096		FLEMING WILLIAM A & VIOLA	474 PLAT RD	COLGATE, WI 53017	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263086		GARCIA JESHUA DAVID G	1685 W SHELLIE DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263085		GARN STEVE L & MELANIE PANLA	20 E CAMINO DE DIANA	GREEN VALLEY, AZ 85614	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263066		GERLAK ROBERT J & JANNA M CPWROS	1150 SCHULTZ PASS RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263170		GINTHER BRYAN D	6018 E ROY ROGERS LN	CAVE CREEK, AZ 85331	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263205		GOLDBERG MARC & SYLVIA TRUSTEES ; GOLDBERG FAMILY TRUST U/A/D 7-12-06	2510 E ELDER DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263089		GOLOB DEVELOPMENT LLC	PO BOX 1176	PAGE, AZ 86040	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263053		GRASSER PAUL R & ANNE M CPWROS	3704 N COLTON RANCH RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263054		GRASSER PAUL R & ANNE M CPWROS	3704 N COLTON RANCH RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263104		GREEN LIGHT INVESTMENTS LLC	2095 N FOXHILL RD	FLAGSTAFF, AZ 86004	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11257040	3250 S LITZLER DR	HALBIG COLIN M & MARGUERITE D	42210 N STONEMARK DR	ANTHEM, AZ 85086	SINCLAIR SPRINGS TOWNHOUSES
11263189		HARRINGTON TIMOTHY P CPWROS ; HOWARD SHERRIL R CPWROS	2665 N INDIAN RIDGE DR	TUCSON, AZ 85715	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263168		HEAL PROPERTIES LLC	8050 US NAVAL OBSERVATORY RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263080		HEITLAND ANN RAE	8340 CABALLO WY	FLAGSTAFF, AZ 86004	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263172		HICKETHIER JERRY L & PAMELA S TRUSTEES ; HICKETHIER LIV TRUST DITD 2/13/02	1929 VENTOR CIR	PRESCOTT, AZ 86301	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263207		HISER BOB & DONNETTA	1040 ARDREY CIR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263075		IMAM SYED AHSAN	3200 S LITZLER DR APT 9-236	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263203		JACOBS JONATHAN J	3200 LITZLER DR 25-150	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263083		JDS EST III LLC	907 W SHERRI DR	GILBERT, AZ 85233	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263185		JIBRI LLC	10317 WARREN'S WAY	WANAQUE, NJ 07465	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263073		KELLAR ROBERT PHILIP & MYONG S	4613 W SELDON LN	GLENDALE, AZ 85302	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263162		KING DAVID	PO BOX 1071	FLAGSTAFF, AZ 86002	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263074		KINNEY KAREN ELIZABETH	3200 S LITZLER DR NO 9-139	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263076		LAPENTA ZACHARY T	300 TARPON AVE	SE RIO RANCHO, NM 87124	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263175		LEE LANA A	180 WEST GOLD RUSH TRAIL	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263065		LEE MARGARET M JT ; JANIS ANTHONY JT	1051 W BEAL RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263171		LIANG-DEMIGUEL BERNADETTE	3200 LITZLER DR 21-134	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263100		LITZLER LLC	6918 N HIGHLANDS DR	PARADISE VALLEY, AZ 85253	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263161		MCDERMOTT/ZICKERMAN LLC	310 SO WILLIAMS BLVD #310	TUCSON, AZ 85711	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263106		MCDONALD JOSEPH D & RACHAEL L	3200 SOUTH LITZLER DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263160		MCVEY STEVE & LINDA CPWROS	7572 E BUTEO DR	SCOTTSDALE, AZ 85255	VILLAGE @ UNIVERSITY HEIGHTS CONDOS

Trailside Project - 600 - 800 W. University Heights Drive
List of Property Owners within in 300 Feet

11263088		MILLER FAMILY LIVING TRUST DTD 4-27-10	1616 N PRAIRIE WAY	FLAGSTAFF, AZ 86004	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263101		MORGAN DONNA M	3298 S DEBBIE ST	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263178		MYERS CHRISTINA L JT ; BERGSTRESSER SCOTT K JT	1135 TOVAL TRL	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263179		NAGILLER SANDRA J REVOCABLE TRUST DTD 10-18-12	PO BOX 50052	PARKS, AZ 86018	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263071		NAPIER JOHN D	1263 E STONE RIDGE DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263152		NAVARRO TOMAS & ELIZABETH CPWROS	3115 W PATRICIA LN	YUMA, AZ 85365	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263200		NEALE REGINA & VINCENT G JT	23 RUSSEL LN	LAGUNA NIGUEL, CA 92677	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263154		O'CONNOR BRIGID M	PO BOX 32459	PHOENIX, AZ 85064	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263174		ORR KEVIN C & YVONNE J JT	1200 GORDON DR	KINGMAN, AZ 86409	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263090		PERKINS LIVING TRUST DTD 10-1-09	7970 N BADER RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263173		PRIEFER DENISE ARMAND	1416 N SUNSET DR	PAYSON, AZ 85541	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263062		RAGSDALE EVAN C	PO BOX 95	FLAGSTAFF, AZ 86002	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263078		REETHS D'ANN M	3200 S LITZLER DR 9-239	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11257039	3254 S LITZLER DR	RITZ KAREN	7724 W CALAVAR RD	PEORIA, AZ 85381	SINCLAIR SPRINGS TOWNHOUSES
11263183		ROBERTS ANGELA	700 W UNIVERSITY AVE 6-204	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263153		ROBINSON PAUL N	PO BOX 237	CAMP VERDE, AZ 86322	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263103		ROEHM JESICA	3200 S LITZLER DR 12-154	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263184		ROWLAND BRIAN K & MELODY L	17282 W FETLOCK TRL	SURPRISE, AZ 85387	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263072		SACKS DARRYL R & CAROL E REVOCABLE TRUST ; DATED 12/25/00	439 CANNES ST	HENDERSON, NV 89015	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263077		SACKS DARRYL R & CAROL E REVOCABLE TRUST ; DATED 12/25/09	439 CANNES ST	HENDERSON, NV 89015	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263092		SCHRACHTA JOHN C	3200 S LTIZLER DR 11-148	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263186		SCOTT ANDREW J	8937 W DALEY LN	PEORIA, AZ 85383	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263166		SHIELDS THOMAS K & CARRIE A	1501 E LAREDO ST	CHANDLER, AZ 85225	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263084		SIMONEAU ROBERT A & MARTHA D CPWROS	23762 LADRILLO ST	WOODLAND HILLS, CA 91367	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11257043		SINCLAIR SPRINGS TOWNHOMES ASSOC INC	323 S RIVER RUN NO 1	FLAGSTAFF, AZ 86001	SINCLAIR SPRINGS TOWNHOUSES
11263202		SMITH MATTHEW V AKA ; SMITH MATT	1456 W UNIVERSITY HTS DR N	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263107		SNOWDEN-SANTI LIVING TRUST DTD 11-25-98	4045 LAUSANNE WAY	FLAGSTAFF, AZ 86004	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263169		SONDGEROTH KENNETH L & SHERRY L CPWROS	5791 WISHING WELL DR	FORT MOHAVE, AZ 86426	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263201		T & A RENTS LLC	7371 W DREAMVIEW TRL	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263191		TAYLOR ALLISON	3200 S LITZLER DR 23-242	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263188		TOWNSEND ERYN D JT ; TOWNSEND DUANE E & JOAN C JT	112 RYANS LN	MIDWAY, UT 84049	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263069		TURNER MATTHEW A	2328 W SILVERTON DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263063		WAGNER ROBIN ; WAGNER VICTOR	5240 E MOCKINGBIRD	FLAGSTAFF, AZ 86004	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263064		WALTON SCOTT & CARRIE	2705 W CREIGHTON DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263068		WALTON SCOTT & CARRIE	2705 W CREIGHTON DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263206		WALTON SCOTT & CARRIE	2705 W CREIGHTON DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11257038	3260 S LITZLER DR	WEDEMEYER ROBERT G & PAULA JT	PO BOX 187	JACKSONVILLE, NY 14854	SINCLAIR SPRINGS TOWNHOUSES
11263196		WELLS THEODORE	430 EAST ST	PITTSFORD, NY 14534	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263082		WHITE JANET LEE	3200 S LITZLER DR NO 10-143	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263164		WINIECKI STEVEN V & SHAWN D	3980 WESTWOOD CIR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263087		WITHEROW DIANA HAYES	2377 S CLIFFVIEW ST	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263192		ZAVALA JOAQUIN & MARIA G	2511 O'BRIEN CIRCLE	CAMARILLO, CA 93010	VILLAGE @ UNIVERSITY HEIGHTS CONDOS

MINUTES - Draft

City of Flagstaff
PLANNING & ZONING COMMISSION
4:00 PM– Wednesday, October 23, 2013
City of Flagstaff, Council Chambers

CALL TO ORDER

Chairman Carpenter called the meeting to order at 4:03 p.m.

COMMISSION MEMBERS:

PRESENT: David Carpenter, Chairman; Jim McCarthy; Justin Ramsey; Tina Pfeiffer; Stephen Dorsett, Vice Chairman; Steve Jackson; Paul Moore

CITY STAFF:

Mark Sawyers, Staff Liaison

Brian Kulina, Planning Development Manager

Kimberly Sharp, Comprehensive Planning Manager

Becky Cardiff, Recording Secretary

GENERAL BUSINESS

A. PUBLIC COMMENT

None.

B. APPROVAL OF MINUTES

1) Regular meeting of October 9, 2013.

Motion: Move to approve the minutes of the Regular Meeting of October 9, 2013, as submitted **Action:** Approve as submitted **Moved by:** Commissioner McCarthy **Seconded by:** Commissioner Jackson. Motion carried unanimously with Commissioner Moore abstaining due to his absence at the meeting.

PUBLIC HEARING

1. Trailside Apartments

Address:	600 W University Heights Drive North
Assessor's Parcel Number:	112-20-013A, 014B, 015B
Property Owner:	Chason Development
Applicant:	Mogollon Engineering
Application Number:	**PGMG 2013-0001**
City Staff:	Brian Kulina
Action Sought:	Regional Land Use and Transportation Plan Amendment

A Regional Land Use and Transportation Plan amendment request from Mogollon Engineering and Surveying, Inc., on behalf of Chason Development, to change the land use designation for approximately 4.02 acres located at 600 W University Heights Drive North from Parks and Recreation to High Density Residential.

Mr. Kulina gave a PowerPoint Presentation on the proposed project and answered questions from Commissioners. Discussion was held on the resource protection calculation in conjunction with the Affordable Housing Incentive Policy.

Kent Hotsenpillar, Mogollon Engineering on behalf of the owner, introduced the Development team for the proposed project and indicated they were available for questions.

Motion: Motion to open the public hearing **Moved by:** Chairman Carpenter **Seconded by:** Commissioner McCarthy. Motion carried unanimously.

Public Comment:

Ms. Berta Glawischnig, resident of The Village of University Heights, expressed concern about traffic, parking and the possibility of the proposed project compromising the viewshed. She indicated she would rather have apartments instead of something like a Wal-Mart.

Motion: Motion to close the public hearing **Moved by:** Chariman Carpenter **Seconded by:** Commissioner McCarthy. Motion carried unanimously.

Discussion was held about the proposed project. Chairman Carpenter expressed his concern about voting on the Regional Plan Amendment before hearing staff's presentation on the rezoning application which follows. He recommended to the Commission to postpone voting on this application until the rezoning application is heard.

2. Trailside Apartments

Address:	600 W University Heights Drive North
Assessor's Parcel Number:	112-20-013A, 014B, 015B
Property Owner:	Chason Development
Applicant:	Mogollon Engineering
Application Number:	**PREZ 2013-0002**
City Staff:	Brian Kulina
Action Sought:	Zoning Map Amendment

A Zoning Map amendment request from Mogollon Engineering and Surveying, Inc., on behalf of Chason Development, to rezone approximately 4.02 acres located at 600 W University Heights Drive North from Suburban Commercial (SC) zone . to the High Density Residential (HR) zone.

Mr. Kulina gave a PowerPoint Presentation on the proposed project and answered questions from Commissioners. Discussion was held on access, parking and the allowed reductions.

Kent Hotsenpillar, Mogollon Engineering on behalf of the owner, discussed the parking reduction was given due to the proximity to a bus station and also expressed the owner would like a Development Agreement drafted just as much as the city so he doesn't believe that it should be a condition of the project. He also discussed traffic, access conditions and each building will have rainwater harvesting. Mr. Hotsenpillar also answered questions on flood zone issues.

Motion: Motion to open the public hearing **Moved by:** Chairman Carpenter **Seconded by:** Commissioner Moore. Motion carried unanimously.

Public Comment: None

Motion: Motion to close the public hearing **Moved by:** Chairman Carpenter **Seconded by:** Vice Chairman Dorsett. Motion carried unanimously.

Discussion was held on the proposed project.

Motion: Motion to forward to City Council for approval application PGMG 2013-0001 , to change the land use designation for approximately 4.02 acres located at 600 W University Heights Drive North from Parks and Recreation to High Density Residential **Moved by:** Carpenter Carpenter **Seconded by:** Commissioner Dorsett. Motion carried unanimously.

Motion: Motion to forward to City Council for approval application PREZ 2013-0002, to rezone approximately 4.02 acres located at 600 W University Heights Drive North from Suburban Commercial (SC) zone to the High Density Residential (HR) zone **Moved by:** Carpenter Carpenter **Seconded by:** Commissioner Moore. Motion carried unanimously.

Little America Hotels & Resorts

Address:	2515 E Butler Avenue
Assessor's Parcel Number:	106-09-001, 106-09-002, 106-04-005B, 106-04-009F, 106-10-002, 106-10-001D, 106-10-001C, 106-10-001B, 104-12-004
Property Owner:	Holding Family
Applicant:	Little America Hotels & Resorts, Inc.
Application Number:	**PSPR 2013-0013**
City Staff:	Kimberly Sharp
Action Sought:	Major Regional Plan Amendment

A Major Regional Plan Amendment request from Design Workshop, Inc. on behalf of the Holding Family, to amend land use designations of approximately 505 acres located at 2515 E Butler Avenue from Planning Reserve Area (PRA) to Regional Commercial, High-Density, Medium Density, and Low Density Residential, and Urban Open Space.

Ms. Sharp gave a brief introduction of the proposed project and then introduced the development team.

PLANNING AND DEVELOPMENT SERVICES REPORT
ZONING MAP AMENDMENT

PUBLIC HEARING
PREZ 2013-0002

DATE:	**October 15, 2013**
MEETING DATE:	**October 23, 2013**
REPORT BY:	**Brian Kulina**

REQUEST:

A Zoning Map amendment request from Mogollon Engineering and Surveying, Inc., on behalf of Chason Development, to rezone approximately 4.02 acres located at 600 W University Heights Drive North from Suburban Commercial (SC) to High Density Residential (HDR).

STAFF RECOMMENDATION:

Staff recommends the Planning and Zoning Commission forward the Zoning Map amendment to the City Council with a recommendation for approval subject to the conditions as noted in the Recommendation section of this report.

PRESENT LAND USE:

Undeveloped land in the Suburban Commercial (SC) zone.

PROPOSED LAND USE:

A 111-unit, multi-family residential apartment complex containing three (3) apartment building, three (3) carriage buildings, and a clubhouse.

NEIGHBORHOOD DEVELOPMENT:

North: Interstate-40 and Woodland Village Shopping Center; Highway Commercial (HC) zone
East: Interstate-17, Circle K, and Table Rock Apartments; Highway Commercial (HC) and High Density Residential (HR) zones
South: Townhomes; High Density Residential (HR) zone
West: Village at University Heights Condominiums; High Density Residential (HR) zone

REQUIRED FINDINGS:

STAFF REVIEW. An application for a Zoning Map amendment shall be submitted to the Planning Director and shall be reviewed and a recommendation prepared. The Planning Director's recommendation shall be transmitted to the Planning Commission in the form of a staff report prior to a scheduled public hearing. The recommendation shall set forth whether the Zoning Map amendment should be granted, granted with conditions to mitigate anticipated impacts caused by the proposed development, or denied; and shall include an evaluation of the consistency and conformance of the proposed amendment with the goals of the General Plan and any applicable specific plans; and a recommendation on the amendment based on the standards of the zones set forth in Section 10-40.20 "Establishment of Zones" of the Zoning Code (Page 40.20-1).

FINDINGS FOR REVIEWING PROPOSED AMENDMENTS. All proposed amendments shall be evaluated as to whether the application is consistent with and conforms to the goals of the General Plan and any applicable specific plans; and the proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City of Flagstaff (the "City") and will add to the public good as described in the General Plan; and the affected site is physically

suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle access, public services, and utilities to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located. If the application is not consistent with the General Plan and any other applicable specific plan, the applicable plan must be amended in compliance with the procedures established in Chapter 11-10 of the City Code (Title 11: General Plans and Subdivisions) prior to considering the proposed amendment.

STAFF REVIEW:

Introduction/Background

The Applicant, Mogollon Engineering and Surveying, Inc., is requesting a Zoning Map amendment to rezone approximately 4.02 acres located at 600 W University Heights Drive North from the Suburban Commercial (SC) zone to the High Density Residential (HR) zone. This amendment would allow the development of a 111 unit multi-family residential apartment complex with 12 affordable housing units set at an average of 80 percent Area Median Income for a period of 30 years. The subject property is currently undeveloped land with some large groupings of ponderosa pine trees. The terrain has a slope gradient of three-and-one-half percent (3.5%) from the north to the south toward Sinclair Wash. For additional information on the reason for the request, site characteristics, and anticipated community benefits, please reference the attached Site Analysis and Reason for Request Narrative.

Land uses north of the subject property, across Interstate-40 along Woodlands Village Boulevard, are predominately commercial and include such amenities as hotels, grocery stores, restaurants, banks, clothing stores, office supply stores, and physical fitness facilities. Land uses to the east of the subject property, across Beulah Boulevard and Interstate-17, are a mixture of commercial and residential development and include a convenience store and an apartment complex. The land uses to the south and west of the subject property, across University Heights Drive North, are comprised of various types of residential development, including single-family, townhouse, and condominiums.

If the Zoning Map amendment request is approved, the next steps in the process will be the filing of an application for Site Plan review followed by Civil Construction Plan submittal and Building Plan submittal. A Development Agreement between the City and Chason Development has been drafted, a copy of which is attached to this report, for the dedication of affordable housing units and must be approved by the City Council via a resolution prior to the second reading of the Zoning Map amendment ordinance. The subject property currently covers three separately identified parcels (APN's 112-20-013A, -014B, and -015B). These parcels must be combined into one parcel prior to building permit submittal.

A Flagstaff Area Regional Land Use and Transportation Plan (the "Regional Plan") amendment request, which is directly related to this application, was recommended for approval by staff on September 9, 2013. Final action on the Regional Plan amendment was taken by the Planning and Zoning Commission prior to the consideration of this application.

Proposed Development Concept Plans

The Applicant, Mogollon Engineering and Surveying, Inc., is requesting a Zoning Map amendment for a 111-unit, multi-family residential apartment complex known as "Trailside Apartments."

General Plan – Flagstaff Area Regional Land Use and Transportation Plan

The Regional Plan identifies the subject property as having a land use designation of Parks and Recreation. A Regional Plan amendment to change the land use designation to High Density Residential has been requested by the Application and was considered prior to the consideration of this application. All substantive Regional Plan issues were addressed in the previous

Regional Plan amendment report. The zoning contemplated by this Zoning Map amendment request is in conformance with the land use designation contemplated in the accompanying Regional Plan amendment request.

Zoning – City of Flagstaff Zoning Code

The City of Flagstaff Zoning Code, which was adopted in November 2011, (the "Zoning Code") identifies the 4.02 acre subject property as being located in the Suburban Commercial (SC) zone. Multi-family residential uses are allowed within the SC zone as part of a mixed-use development located above or behind permitted non-residential uses or when classified as a Planned Residential Development, which is subject to the issuance of a Conditional Use Permit (Section 10-40.30.040.B of the Zoning Code, Page 40.30-16); however, these development options are limited to a maximum density of 13 dwelling units/acre and a maximum building height of 25 feet. A comparison of the current and proposed zoning can be found under the "Building Form and Density Standards" subsection of this report.

Open Space

Development within the proposed High Density Residential (HR) zone is required to maintain a minimum of 15 percent of the lot area as open space. In accordance with Section 10-40.30.030.C of the Zoning Code (Page 40.30-9), the areas set aside for resource preservation (i.e. floodplains, slopes, and forests), active and passive recreation uses, landscape areas, and community gardens may be used to satisfy the open space standard. Using these parameters, the 4.02 acre (175,111 square feet) site is required to maintain at least 26,267 square feet of open space. The proposed development maintains 49,154 square feet of open space, which is 28% of the lot area. The majority of the open space is clustered around the clubhouse and in the middle of the site, which provides an outdoor amenity with playground equipment and barbeques.

Building Form and Density Standards

Table 1 below compares development standards for the existing SC zone and the proposed HR zone. The maximum permitted building height in the HR zone is 60 feet. The maximum building height proposed is 39 feet, 6 inches for the three (3) apartment buildings, 24 feet, 3 inches for the three (3) carriage buildings, and 23 feet for the clubhouse.

In the HR zone, the maximum density is 22 dwelling units/acre within the Resource Protection Overlay (RPO) zone and 29 dwelling units/acre outside of the RPO zone. The subject property is located within the RPO zone and is proposed to develop at the maximum density permitted. Section 10-30.20.050 of the Zoning Code (Page 30.20-7) allows for the use of a density bonus, which is an increase in residential units over the maximum residential density permitted, when at least 10 percent of the proposed dwelling units are designated affordable. The Developer has agreed, as evidenced by the attached draft Development Agreement, to develop 14 percent of the proposed dwelling units as affordable. In accordance with Table 10-30.20.050.A of the Zoning Code (Page 30.20-8), this provides for a density bonus of 27 percent. The following formula was used in the implementation of the density bonus:

> The development has a maximum density of 88 units (22 du/ac x 4.02 ac) and provides 12 units (14 percent) affordable to category 1 households, the density bonus is 23 units (27 percent), calculated as 88 x .27 = 23 units.

When the density bonus is added to the maximum permitted density, the subject property is entitled to develop 111 units.

The subject property has two street frontages, Beulah Boulevard and University Heights Drive North, and backs up to Interstate-40 Arizona Department of Transportation (ADOT) right-of-way. The setbacks applied to the development of this site are as follows: 10-foot front setback along University Heights Drive North, 15-foot rear setback along Beulah Boulevard/Sinclair Wash, and 5-foot side setback along Interstate-40 ADOT right-of-way.

Table 1 – Comparison of Development Standards		
Standard	**Existing Zone (SC)**	**Proposed Zone (HR)**
Acres	4.02	4.02
Total Resource Protection Land (acres)	4.02	4.02
Maximum Building Height (feet)	25	60
Maximum Coverage	0.8 FAR	50%
Building Placement Requirements (Minimum Setbacks):		
Front (feet)	15	10 (second floor and below) 15 (above second floor)
Side (feet)	15 (adjacent to residential) 0 (all other uses) 10 (exterior)	5 (interior lots) 5 (corner lots, interior) 5 (corner lots, exterior)
Rear (feet)	15 (adjacent to residential) 0 (all other uses)	15
Minimum Open Space (%)	15 (when part of mixed-use development or planned residential development)	15
Density Requirements:		
Minimum (du/ac)	0	13
Maximum, Inside RPO (du/ac)	13	22
Maximum, Outside RPO (du/ac)	13	29

Parking

Table 10-50.80.040.A of the Zoning Code (Page 50.80-6) establishes the minimum number of parking spaces required for development. Parking for a multi-family development is calculated per unit type provided with different parking standards for market rate units and affordable units. The affordable unit parking standard is intended to be used as an affordable housing incentive. As such it is a reduced requirement from the market rate standard. The Developer is not proposing the use of the affordable standard and has instead used the market rate standard to calculate the required parking as follows:

Unit Type	**Parking Standard (per unit)**	**Number of Units Provided**	**Parking Required**
Studio	1.25	9	11.25
1 Bedroom	1.5	54 (includes carriage units)	81
2+ Bedroom	2.0	48	96
Guest Space for Multi-Family Dwelling	0.25 per each 2+ bedroom unit	48	12
		Total	**200.25**

In accordance with Section 10-50.80.060.A.1 of the Zoning Code (Page 50.80-12), a parking reduction up to 10 percent may be approved for any use within one-quarter of a mile of a bus stop. Currently, there is a stop for Route 4 of the Mountain Line service line located approximately one-fifth of a mile from the intersection of University Heights Drive North and Beulah Boulevard. The Developer has proposed to take advantage of this allowed reduction and reduce the required parking by 11 spaces (5.5%). The total on-site parking provided for this development is 189 spaces, which is comprised of 75 garage

spaces, 114 surface spaces, and 7 accessible spaces. A final parking analysis done with the review of a more detailed site plan submittal will ensure that all parking spaces and drive aisles meet the minimum dimension standards.

Design Review

Site Planning Standards
In accordance with Section 10-30.60.030 of the Zoning Code (Page 30.60-2), the Applicant conducted a site analysis, a copy of which is attached to this report, that considers the topography of the site, solar orientation, existing/native vegetation types and relative quality, view corridors, climate, subsurface conditions, drainage swales and stream corridor, and the built environment and land use context. Implementation of the findings of the site analysis will be ensured during the review of a more detailed site plan submittal.

Pedestrian and Bicycle Circulation Systems
On-site pedestrian circulation is provided through an extensive network of walkways. These walkways are designed to on-site connections between several internal functions, including building entrances, parking areas, and open space amenities. In addition, they provide off-site connections to the adjoining public sidewalks and Flagstaff Urban Trail System (FUTS) trail, which can both be used to access nearby transit stops and other non-residential amenities.

While there is no dedicated on-site bicycle circulation system, bicycles can utilize the on-site pedestrian system to gain access to building entrances, open space amenities, and the adjoining public sidewalks and FUTS trail. In accordance with Section 10-30.60.040.A.3 of the Zoning Code (Page 30.60-7) and Section 10-50.80.050 of the Zoning Code (Page 50.80-11), 12 bicycle parking spaces, utilizing a rack system, are being provided on-site.

Parking Lots, Driveways, and Service Areas
One hundred fourteen (114) surface parking spaces are provided on-site. The majority of these spaces are screened from the public way by the placement of the buildings. The remaining perimeter spaces are setback from the property line and will be screened with landscaping in accordance with Section 10-30.60.050.A.4 of the Zoning Code (Page 30.60-9).

Design standards require new development to minimize the number of curb cuts (i.e. driveways) onto a public street. There are no existing curb cuts along the eastern edge of University Heights Drive North. Three new curb cuts are proposed, two of which are located in alignment with existing driveways/roadways or median breaks. An internal circulation system connects the southernmost curb cut with the northernmost curb cut, which is designed with right in/right out movements only.

The concept plan identifies four residential trash dumpster enclosures located along the main circulation route. Staff will ensure that these enclosures meet city standards for screening, operation, and location during the review of a more detailed site plan submittal.

Compatibility and Architectural Design Standards
"Scale" refers to similar or harmonious proportions, overall height and width, the visual intensity of the development, and the building massing. The proposed development, at three stories, would be one of the tallest structures in the immediate area. Taken in context to other existing structures in the area, this is not out of character. The residential structures immediately adjacent to the proposed development, across University Heights Drive North, are two stories in height and the Interstate-40/Interstate-17 ramp, immediately north of the proposed development, is approximately 20 feet above the grade of the subject property.

During the review of the conceptual site plan, architectural design standards such as building materials, massing, roof form, and scale were applied and approved by staff. Additional information regarding the architectural design of the building can

be found on the elevations (color and line drawing) and building material sample sheet attached to this report. Staff will confirm that any secondary materials and accent colors comprise less than 25 percent of the exterior walls of each elevation during the review of a more detailed site plan submittal.

Landscaping

A preliminary landscape plan, a copy of which is attached to this report, was prepared and submitted with this application. The plan has been accepted as meeting the general intent of the parking lot landscaping, public right-of-way landscaping, open space landscaping, and landscape screening standards found within Section 10-50.60 of the Zoning Code (Page 50.60-1). With the utilization of an affordable housing incentive, landscaping can be reduced in accordance with Section 10-30.20.040.B.5 of the Zoning Code (Page 30.20-7) by no more than 10 percent. The Developer has proposed to use this incentive to reduce the amount of parking area landscaping required; however, they are still providing parking area landscaping beyond the reduced requirement. A final landscape plan will be reviewed at the time of a more detailed site plan submittal.

PUBLIC SYSTEMS IMPACT ANALYSIS:

Traffic and Access

The site is bound on the south and west by University Heights Drive North, on the east by Beulah Boulevard, and on the north by Interstate-40. Access to the site is provided by University Heights Drive North. There are no vehicular connections to Beulah Boulevard or Interstate-40. With the exception of some minor improvements to deteriorated sidewalks along University Heights Drive North, the adjacent roadways and intersection are fully improved with curb, gutter, sidewalk, and signalization.

A Traffic Impact Statement (TIS) was prepared by the Applicant and demonstrated the anticipated traffic volume generated from the proposed development. The Traffic Engineer reviewed the conceptual site plan and TIS and it was determined that the increased traffic volumes did not meet the threshold for a full Traffic Impact Analysis (TIA), which would have analyzed certain off-site locations and provided recommendations of needed mitigation measures.

Water and Wastewater

Existing water mains in the area include a 30-inch transmission main in Beulah Boulevard and a 12-inch public main in University Heights Drive North. Individual water service to each building will be provided by the construction of a new 8-inch water main running through the site and connecting to the main in University Heights Drive North. Existing public sewer mains in the area include an 18-inch gravity transmission main in the City-owned parcel, which runs parallel with Sinclair Wash, and an 8-inch public main in University Heights Drive North. Individual sewer service to each building will be provided by the construction of a new 8-inch sewer main running through the site and connecting to the main in the City-owner parcel.

A Water and Sewer Impact Analysis was not required provided the new 8-inch water main connected to the main in University Heights Drive North to create a looped system. A separate analysis performed by the City determined that the existing off-site and proposed on-site water and sewer system infrastructures were adequate to accommodate the proposed development. The analysis further determined that there is adequate system capacity, and additional analysis work would not be required for this project. No off-site infrastructure improvements, outside of those necessary to complete the on-site systems, are required of this development.

Stormwater

A Drainage Impact Analysis and a Drainage Report were prepared for the proposed development. Stormwater runoff will be detained in a series of four Low Impact Development (LID) basins dispersed throughout the site. Stormwater will also be stored in a series of two underground retention/detention basins located underneath parking areas at the eastern and northeastern edge of the site. All stormwater will eventually be released to Sinclair Wash, which runs parallel with the eastern edge of the site. A portion of the proposed apartment buildings is currently located within the FEMA delineated floodplain for Sinclair Wash. The Applicant has designed the site to elevate the buildings above the floodplain and will be pursuing a Letter of Map Amendment to remove them formally from the FEMA floodplain. The Stormwater Manager reviewed the conceptual site plan and Drainage Impact Analysis report and it was determined that there are no downstream impacts associated with the proposed development.

Parks and Recreation

The closest City-owned park to the subject property is Bow and Arrow Park located approximately three-fifths of a mile away. In order to offset the impact of the additional residents on the current park system, it has been recommended, with the concurrence of the Parks Section and the Developer, that the proposed development should include an on-site playground structure, in addition to any amenities provided within the clubhouse, which would be designed to meet the needs of children ages 5 to 12. Staff is confident that the park and recreational needs of the residents of the proposed development will be met through various amenities provided on-site and offset the impacts generated by the proposed development.

OTHER REQUIREMENTS:

Resources

The subject property is located within the Resource Protection Overlay zone as defined by Section 10-50.90.020.A of the Zoning Code (Page 50.90-2). There are no defined floodplain or slope resources on-site. The Natural Resource Protection Plan (NRPP) prepared by the Applicant, a copy of which is attached to this report, identifies 489 total forest tree points on-site. In accordance with Table 10-50.90.060.A of the Zoning Code (Page 50.90-7), forest resources within a residential development must be protected at a 50 percent threshold. This threshold can be reduced with the utilization of an affordable housing incentive. In accordance with Table 10-30.20.040.B of the Zoning Code (Page 30.20-6), forest resource protection thresholds can be reduced by 45 percent when 14 percent of the proposed units are being developed as category 1 affordable. Using this reduction, the forest resource protection threshold that is applied to this development is 27.5 percent. The NRPP proposed to save 135 forest tree points, which is 27.61 percent of the total on-site forest tree points. The NRPP is in conformance with the Zoning Code resource protection standards.

Citizen Participation

Public hearings before the Planning and Zoning Commission and the City Council are conducted in conjunction with any request for Zoning Map amendment. In accordance with Arizona Revised Statute, notice of the public hearing was provided by placing an ad in the Daily Sun, posting a notice on the property, and mailing a notice to all property owners within 300 feet of the subject site.

As of this writing, staff has received one letter, a copy of which is attached to this report, from the Sinclair Springs Townhomes Owners Association, on behalf of the owners of the forty townhomes immediately south of the subject property. The concerns expressed in the letter were parking and building height, as it pertained to maintaining the views of the mountains.

Section 10-20.30.060 of the Zoning Code (Page 20.30-5) required the Applicant for the proposed Zoning Map amendment to conduct a neighborhood meeting prior to the Planning and Zoning Commission public hearing. In accordance with Section 10-20.30.060.F of the Zoning Code (Page 20.30-7), a "Record of Proceedings" of the neighborhood meeting was created and filed. A copy of the record is identified as the Citizen Participation Report and is attached to this report. The neighborhood meeting was held on Friday, September 6, 2013 at 5:00pm in the meeting room of Flagstaff Fire Station 6. Sixteen people attended the meeting; four representing the Developer, two representing the seller of the subject property; and 10 citizens. Project representatives presented general information about the project, including the entitlements required for development, answered questions, and listened to recommendations. The neighborhood meeting notification, meeting, and record of proceedings were conducted in compliance with the requirements of the Zoning Code.

DISCUSSION:

In accordance with Section 10-40.30.040.A.1 of the Zoning Code (Page 40.30-13), the Suburban Commercial (SC) zone: applies in areas with suburban character that are appropriate for neighborhood commercial uses; allows retail and service establishments that supply commodities or perform services meeting the needs of adjacent residential neighborhoods; and ensures that such commercial zones will be compatible with adjacent non-commercial development. The retail and service needs of the University Heights neighborhood is currently met through the convenience store located approximately 0.2 miles away at the northwest corner of Lake Mary Road and Beverly Avenue as well as the Woodlands Village Shopping Center located approximately 0.3 miles away at the northwest corner of Beulah Boulevard and Woodlands Village Boulevard. Both of these retail/service developments are within easy walking and bicycling distance from the subject property and the adjacent neighborhood. This amount of retail/service uses appears to adequately address the day-to-day needs of the neighborhood. The most logical use to replace the Suburban Commercial (SC) zone is the High Density Residential (HR) zone based on the compatibility of a high density residential development with the surrounding existing residential uses and the City's ability to provide public services to the proposed development as demonstrated in the Public Systems Impact Analysis section of this report.

RECOMMENDATION:

Staff believes that the proposed Zoning Map amendment has been justified in light of the proposed Regional Plan amendment and would recommend in favor of amending the Zoning Map for 4.02 acres from the Suburban Commercial (SC) zone to the High Density Residential (HR) zone, subject to the following conditions:

1. The subject property shall be developed in substantial conformance to the entire conceptual plans approved by the Inter-Division Staff (IDS) on September 9, 2013 and as presented to the Planning and Zoning Commission with this amendment request.

2. Prior to building permit submittal, the Property Owner shall combine Coconino County Assessor parcel numbers 112-20-013A, 112-20-014B, and 112-20-015B.

ATTACHMENTS

- Zoning Map Amendment Application
- Current City of Flagstaff Zoning Map
- Vicinity Map for Zoning Map Amendment
- Reason for Request Narrative
- Site Analysis
- Public Hearing Legal Advertisements
- Citizen Participation Plan (Included in PGMG2013-0001 Packet)

PREZ 2013-0002
October 23, 2013

- Citizen Comment Letter
- Draft Development Agreement
- Building Colors and Materials Sample Sheet
- Site Plan Packet:
  - Site Plan
  - Unit Plans
  - Building Plans
  - Elevations (Color and B&W Line Drawing)
  - Preliminary Landscape Plan
  - Natural Resource Protection Plan
  - Preliminary Underground Utilities Plan
  - Preliminary Grading and Drainage Plan
  - Electrical Site Lighting Plan
  - Electrical Site Photometric Plan
  - Electrical Site Lighting Cut Sheets

Transitional

City of Flagstaff — Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov
P: (928) 213-2618
F: (928) 779-7684

PREZ/PGM

Application for Zoning Map Amendment and/or Regional Plan Amendment

Date Received: 9/23/13			File Number: DEV12-066
Property Owner(s): Chason Development	Title	Phone: 716-833-1000	Email
Mailing Address: 105 Affinity Lane			City, State, Zip: Buffalo NY 14215
Applicant(s): Magdon Engineering	Title	Phone: 214-0214	Email: magdon996@aol.com
Mailing Address: P.O. Box 1952			City, State, Zip: Flagstaff
Project Representative): Steve Goldstein	Title	Phone: 480-481-0600	Email: sg@americanrealty.com
Mailing Address: 5111 N Scottsdale Rd. Suite 160			City, State, Zip: Scottsdale
Requested Review	☒ Zoning Map Amendment	☒ Regional Plan Amendment	☐ Continued

Site Address: 600 N. University Hts Dr	Parcel Number(s): 112-20-013A, 014B, 015B	Subdivision, Tract & Lot Number: University Heights
Existing Zoning District: SC	Proposed Zoning District: HR	Existing Regional Plan Land Use Category: Parks
Existing Use: Vacant	Proposed Use: apartments	

Property Information:
- ☐ Yes ☒ No Located in an existing Local/National Historic District? (Name:_____)
- ☐ Yes ☒ No Existing structures are over 50 years old at the time of application?
- ☒ Yes ☐ No Subject property is undeveloped land?

Requested Urban Growth Boundary Change (If Applicable): HR High Density	State Reason for Request: To Build Apartments

Note:
Indicate how the change of zone will not be detrimental to the majority of persons or properties in the surrounding area, or to the community in general. If modification to the Regional Plan is requested, clearly state reason(s) for modification. (Attach separate sheets as necessary). **Incomplete submittals will not be scheduled.**

Property Owner Signature(required): [signature] for M. Chason	Date: 9/23/13	Applicant Signature: [signature]	Date: 9/23/13

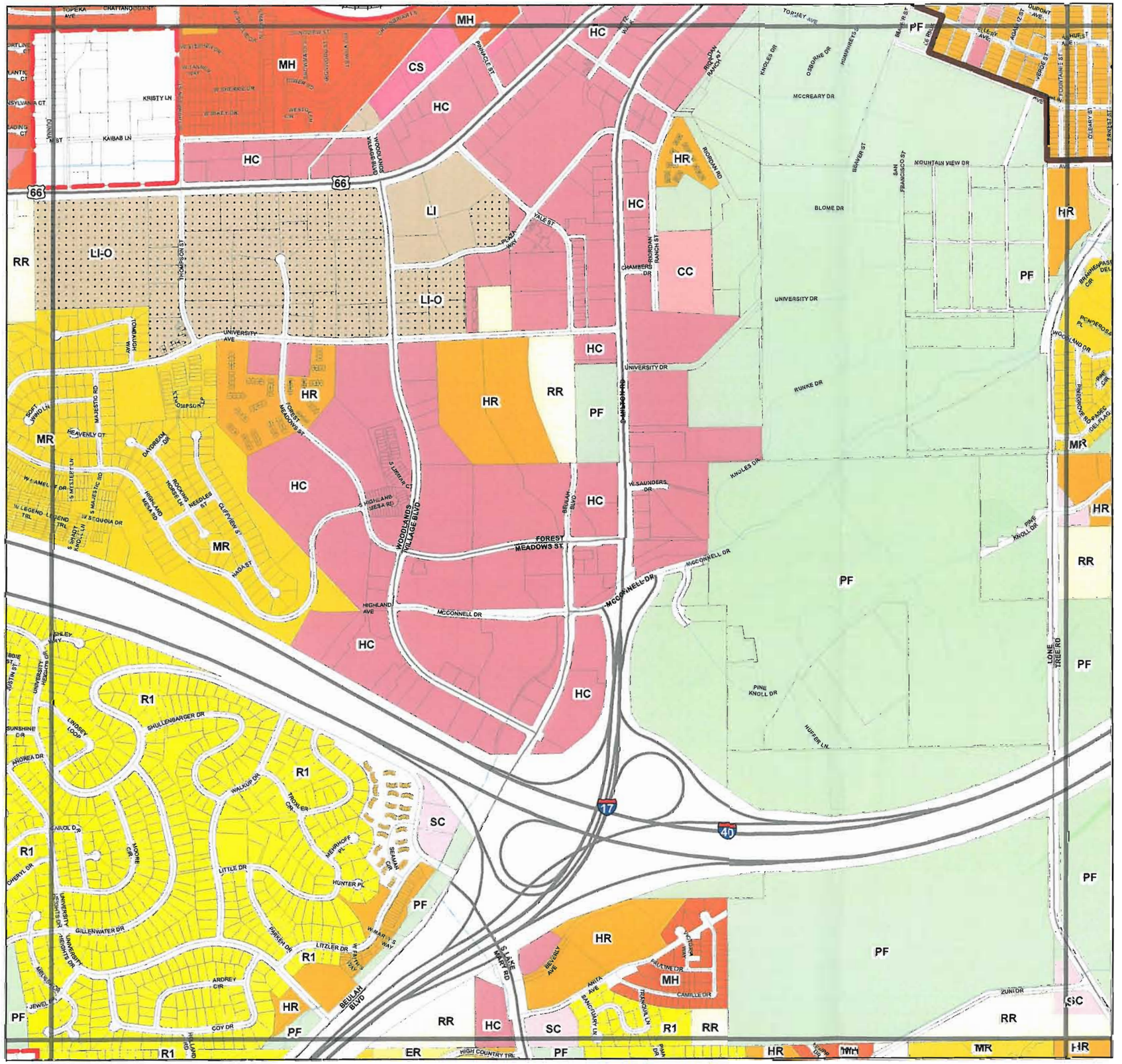
For City Use

Date Filed: 9-24-13	File Number(s): PREZ20130002 PGMA20130001		Type of Zoning Map Amendment: ☐ Small-scale ☐ Medium-scale ☒ Large-scale
P & Z Hearing Date: 10/23/13	Publication and Posting Date: 10/04/13		
Council Hearing Date:	Publication and Posting Date:		
Fee Receipt Number: 13-0035517	Amount: $ 4410.12	Date: 2/12/13	

Action by Planning and Zoning Commission:	Action by City Council:
☐ Approved	☐ Approved
☐ Denied	☐ Denied
☐ Continued	☐ Continued

Staff Assignments	Planning	Engineering	Fire	Public Works/Utilities	Stormwater
	KULINA	G. MILLER	M. STREET	DAVIS	BROWN

City of Flagstaff Zoning Map 15



Residential Zones:

- Rural Residential (RR)
- Estate Residential (ER)
- Single-family Residential (R1)
- Single-family Residential Neighborhood (R1N)
- Medium Density Residential (MR)
- High Density Residential (HR)
- Manufactured Housing (MH)

Commercial Zones:

- Central Business (CB)
- Highway Commercial (HC)
- Commercial Service (CS)
- Community Commercial (CC)
- Suburban Commercial (SC)

Industrial Zones:

- Business Park (BP)
- Light Industrial (LI)
- Light Industrial Open (LI-O)
- Heavy Industrial (HI)
- Heavy Industrial Open (HI-O)

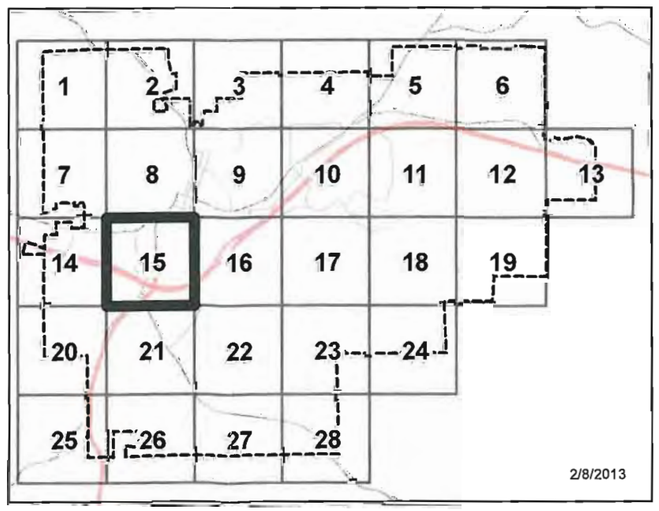
Resource and Open Space:

- Public Facility (PF)
- Public Lands Forest (PLF)
- Open Space (OS)

- Airport Overlay Zone
- Downtown Overlay Zone
- Townsite Overlay Zone
- Landmark Overlay Zone
- Regulating Plan Boundary
- City Limits
- Parcels

0 500 1,000 1,500 2,000 Feet

This map is known as the "City of Flagstaff Official Zoning Map" or the "City of Flagstaff Official Regulating Plan," and is intended to implement the City of Flagstaff Zoning Code per Ordinance 2011-20 adopted on 11/01/2011 and all subsequent amendments. These maps are based on the most accurate graphic information available at the time they were produced. The City of Flagstaff furnishes these maps "as is" and assumes no responsibility for their accuracy. All zoning information should be verified by legal description whenever possible.



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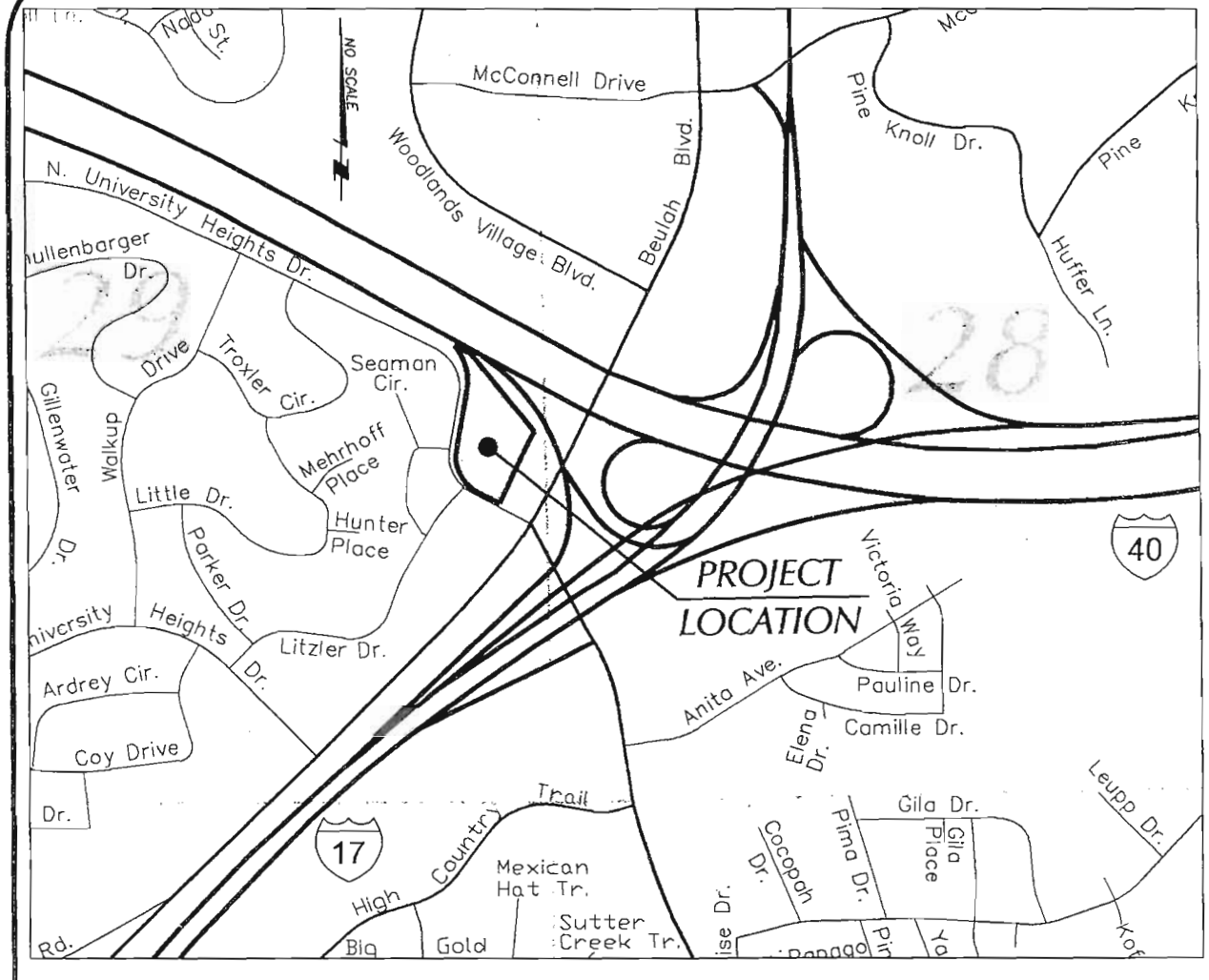

REZONING VICINITY MAP FOR TRAILSIDE APARTMENTS

PORTIONS OF UNIVERSITY HEIGHTS "COMMERCIAL AREA" AS SHOWN ON CASE 2 MAP 276 AND PORTIONS OF LOTS 2, 3, & 4 AS SHOWN ON CASE 2 MAP 334, COCONINO COUNTY RECORDS LOCATED IN THE SE1/4 SECTION 29, T 21 N, R 7 E, FLAGSTAFF, COCONINO COUNTY, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
23950
KENT V.
HOTSENPILLER
Date Signed 3/26/13
ARIZONA U.S.A.
Expires on 3/31/15

HORIZONTAL SCALE:
VERTICAL SCALE:
DESIGNED/DRAWN BY: kvh
PROJECT NO. 12965
DATE: 3/20/13

Mogollon Inc
ENGINEERING & SURVEYING
411 W. Santa Fe Avenue, Flagstaff, Az. 86001
P.O. Box 1952, Flagstaff, Az. 86002
Phone: 928-214-0214 • Fax: 928-913-0015

VICINITY MAP
TRAILSIDE APARTMENTS
REZONING

Application for Zoning Map Amendment and Regional Plan Amendment

Trailside MAR LLC

<u>Page 2, Paragraph Number 3</u>

3. An applicant must state the reason for request and provide a summary of community benefits to be gained if it is approved. An analysis of the General Plan must be included with an explanation of how the requested amendment is supported by the General Plan.

3.1 Reason for Request:

The Property, 600 – 800 W. University Heights Drive, is presently zoned SC, Suburban Commercial and the Regional Plan designation is "Parks." The applicant seeks a rezoning to HR, High Density Residential, and an amendment of the Regional Plan classification to High Density Residential, so that the property may be developed as multi-family housing with 11% of the units as affordable rental housing.

3.2 Summary of Community Benefits:

The community benefits to be gained, if this application for a zoning map amendment for the Property is approved, include the following:

- Protecting the character of the area by providing for a use which is compatible with the adjacent high density residential uses;
- Provision of twelve (12) units of affordable rental housing, in keeping with the Council's and the RLUTP's policies;
- Promotion of the goals of neighborhood livability and walkability by providing for rental units within walking or cycling distance for attendance at Northern Arizona University or patronage of nearby retail shopping areas and restaurants, as well as walking or cycling access to jobs at those establishments;
- Creation of housing with a sense of connection to Flagstaff's natural environment through the use of high quality design, native materials, colors and roof forms that relate to the locale;
- Provision of landscape enhancements in the median on West University Heights Drive to beautify the streetscape and increase the attractiveness of the Property as a residential development.

3.3 Analysis of how the Requested Amendment is Supported by the General Plan:

The requested amendment is for a change in the zoning designation from Suburban Commercial ("SC") to High Density Residential ("HR"). Under the Regional Land Use and Transportation Plan ("RLUTP"), the present designation for the area in which the Property is located is "Parks," although it is privately owned. This category is affected by funding resources, development patterns, existing development and deficiencies within a given area.

Application for Zoning Map Amendment and Regional Plan Amendment

Trailside MAR LLC

According to Brian Grube, the Interim Director of the Recreation Division, the Property:

> "does not meet the geographic location for a west side park as identified in the [new Parks and Recreation Master] plan, which was north of I-40. It also does not meet the minimum size recommendation of 8 acres or greater. There are no funds currently available for purchase of that property."

It should be noted that the present zoning of Suburban Commercial is also not compatible with the RLUTP designation of Parks.

The amendment to High Density Residential would bring this parcel into the same Regional Plan classification as the properties in private ownership which are located across West University Heights Drive from the Property on the west and south. The Property is bordered on the north by State land and on the east by City land.

The amendment, by making possible the proposed project on the Property, would meet the following goals of the present RLUTP of:

- Placing development close to public transit; providing access for pedestrians and bicyclists;
- Applying design guidelines that take into consideration the natural and built environment of Flagstaff;
- Enhancing a people-oriented neighborhood with existing access to the Flagstaff Urban Trail System, and local shopping and restaurants;
- Providing affordable housing; and
- Emphasizing infill development which helps increase housing availability in existing residential areas.

Trailside Apartments – Site Analysis

Site Plan Analysis as required in Site Planning Design Standards (see section 10-30.60.030)

An extensive site plan analysis has been performed by L.R. Niemiec Architects, Mogollon Engineering, and the developer. Existing terrain and topography, existing vegetation, scenic views, natural watercourses, and the relationship to existing residential development were considered. However the application of the Zoning Code, Engineering Standards and stormwater requirements must be met as well. These regulations dictate the building orientation and location, access points, stormwater outlets, LID, parking aisle and parking space configuration and grades, utility easement widths, utility locations, resource protection standards, trash enclosure locations and grades, open space, bufferyards, lighting, site amenities, setbacks, floodplains, design review guidelines, landscaping, and more. All of the above regulations and site characteristics along with marketability, costs, and unit characteristics have been analyzed in whole and the results of this extensive analysis are the Site Plan and supporting information that has been submitted to the City.

be with the Lord Wednesday, October 2, 2013, in her home in Flagstaff, Arizona. Dora was born February 8, 1954 to Cecilia Segura and Adrian Alonzo Sr., in San Antonio, Texas.

Dora was the 5th oldest of 8 children. Dora was preceded in death by her parents, 2 older brothers, and 1 younger sister. She is survived by her children, Cecilia Tafoya and Deborah (Zack) Foltz, her siblings Domingo, Survey, Lidia, and Paul. She is also survived by 5 grandchildren, and 3 grear-grandchildren, and many nieces and nephews. For the past 24 and a half years Dora worked for W.L. Gore and Associates. She has many friends from Flagstaff and all over the U.S. She loved spending time with family and friends, going to the movies, crocheting, plus she had many other interests.

A memorial service will be held on Saturday, October 5, 2013 at 10:30 a.m. at Life Church, 2587 E. 7th Ave., Flagstaff, Arizona.

Condolences can be sent to 5250 N. Hwy 89 Space # 55, Flagstaff, AZ 86004

he needed to go back, Fed-
eral Aviation Administra-
tion spokeswoman Laura
Brown said.

Instead, he ended up needing to use the eight-lane Capitol Expressway as a runway and successfully navigated a landing through power lines and cars before pulling over into a right-hand turn lane, San Jose police Sgt. Heather Randol said.

"It required some skill on (the pilot's) part," Randol said. "We're just thankful nobody got injured."

area.

In Alabama, safety workers hoisted double red flags at Gulf Shores because of treacherous rip currents ahead of the storm.

In Mississippi, Gov. Phil Bryant declared a state of emergency, urging residents to prepare. State Emergency Management Agency Director Robert Latham said local schools will decide whether to play football games. He said the southern part of the state could have tropical storm-force winds by late Friday.

"I know that Friday night football in the South is a big thing, but I don't think anybody wants to risk a life because of the potential winds," Latham said.

Louisiana Gov. Bobby Jindal also declared a state of emergency, citing the possibility of high winds, heavy rain and tides. Florida Gov. Rick Scott also declared an emergency for 18 counties.

The Army Corps of Engineers said it was closing a structure intended to keep storm surge out of the Inner Harbor Navigation Canal in Louisiana — known

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NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that the Flagstaff Planning and Zoning Commission will hold a Public Hearing on October 23, 2013, at 4:00 p.m. and the Flagstaff City Council will hold a Public Hearing on December 3, 2013, at 6:00 p.m. to consider a Regional Land Use and Transportation Plan amendment and a Zoning Map amendment requests.

A. Explanation of Matters to be Considered:
A proposed Regional Land Use and Transportation Plan amendment from Parks to High Density Residential and a Zoning Map amendment from Suburban Commercial (SC) to High Density Residential (HR) for approximately 4.02 acres, as described in Part B below and highlighted on the map.

The proposed amendments will allow for the development of multi-family residential, consisting of three three-story buildings, a clubhouse, and 111 apartment units.

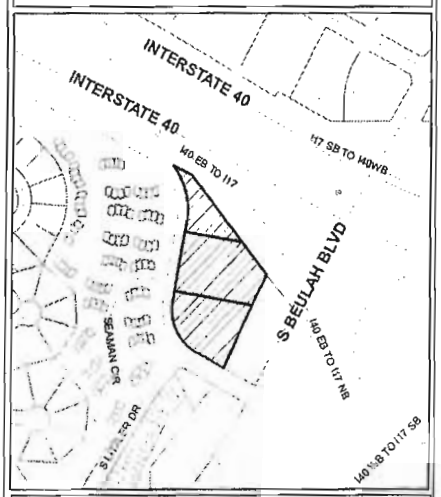
B. General Description of the Affected Area:
Approximately 4.02 acres located at 600 W University Heights Dr N, Coconino County Assessor's Parcel Numbers 112-20-013A, -014B, -015B, within the Southeast Quarter of Section 29, Township 21 North, Range 7 East, of the Gila and Salt River Base and Meridian, City of Flagstaff, Coconino County, Arizona.

The Council hearing for these items may be continued if the Planning and Zoning Commission has not given a recommendation.

Interested parties may file comments in writing regarding the proposed amendments or may appear and be heard at the hearing dates set forth above. Maps and information regarding the proposed amendments are available at the City of Flagstaff, Planning and Development Services Section, 211 West Aspen Avenue.

Unless otherwise posted, all Planning and Zoning Commission and City Council meetings are held in the Council Chambers of City Hall, 211 West Aspen Avenue, Flagstaff, Arizona.

PROPOSED REGIONAL PLAN AMENDMENT and REZONE
Regional Land Use and Transportation Plan Amendment from Parks to High Density Residential and Zoning Map Amendment from Suburban Commercial (SC) to High Density Residential (HR)



APN: 112-20-013A, 014B, 015B
ACRES: ~4.02

FOR FURTHER INFORMATION CONTACT
Brian Kulina
Planning Development Manager
Planning & Development Services
211 West Aspen Avenue
Flagstaff, Arizona 86001
(928) 213-2613
bkulina@flagstaffaz.gov

Publish: October 4, 2013

ELWYN GUS P

Elwyn Gus Palmer, 94, entered into his eternal reward on Saturday, September 28, 2013. Gus was born in Taylor, Arizona, on March 23rd, 1919. His parents are Arthur and Evaline Augusta Gibbons Palmer. He was the 6th child of 11 children. He lived in Taylor until his Sophomore year of high school, when his family moved to Holbrook. Gus married his high school sweetheart, Ruth Westover, on June 26, 1939. They began their life together in Winslow, where he worked for the railroad. In 1944 they moved to Flagstaff where he had a dairy business, and later spent 20 years working at the Navajo Army Depot. In 2010, the Palmers moved to Thatcher, Arizona, where the air was easier to breathe.

Gus Palmer's life was a life of service. Throughout his life he has blessed others through his selfless acts of kindness and love. He was always one of the first to help put the roof on the home someone in need; to visit those who needed a lift; or to help loved ones move across the country. He spent years of service working with branches and wards of the Church of Jesus Christ of Latter-day Saints in Flagstaff and Cameron. He also spent years and years volunteering to help in the Church athletic programs. After retirement, Gus and Ruth went on two missions for their Church – one at the Oakland Temple Visitor's Center,

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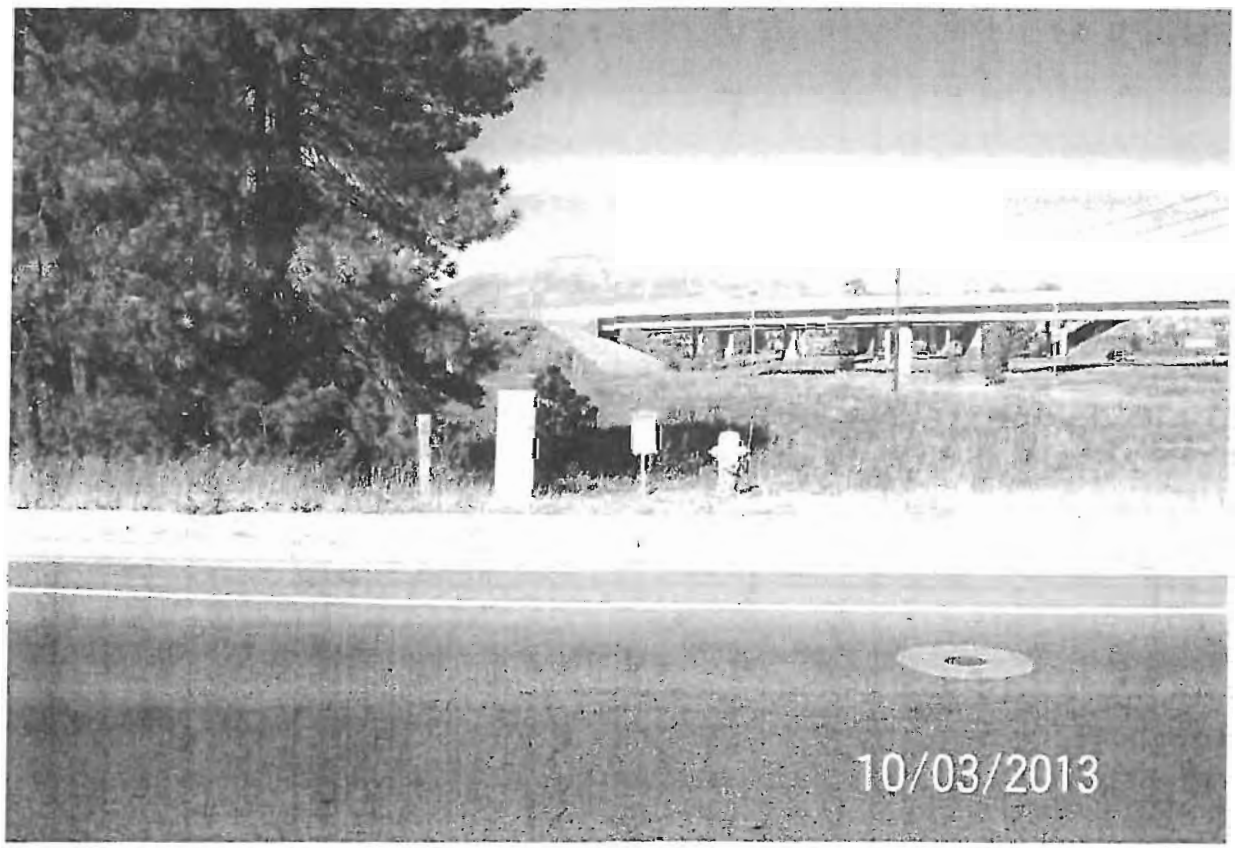
Public Hearing Notice – Posting



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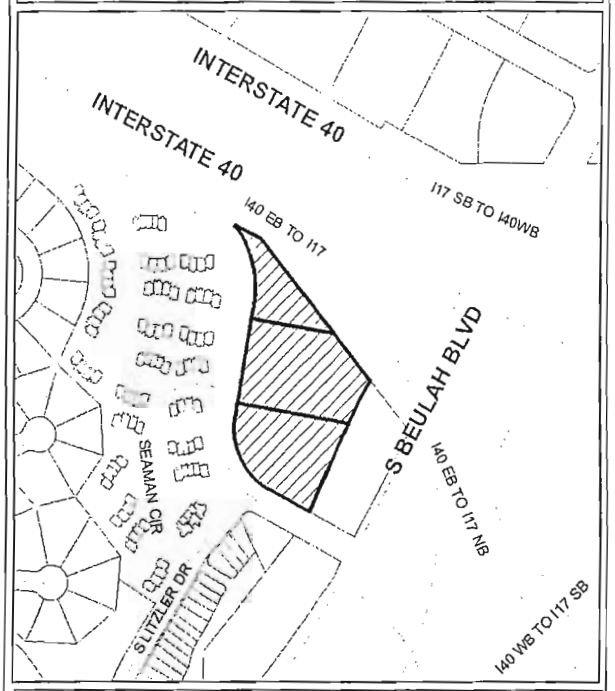

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ACRES: ~4.02

FOR FURTHER INFORMATION CONTACT
Brian Kulina
Planning Development Manager
Planning & Development Services
211 West Aspen Avenue
Flagstaff, Arizona 86001

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bkulina@flagstaffaz.gov

Mail: October 4, 2013

Trailside Project - 600 - 800 W. University Heights Drive
List of Property Owners within in 300 Feet

11263095		3175 SHOSHONE LLC	7581 E LAS PALMAS	PRESCOTT VALLEY, AZ 86314	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263081		ACTON WILLIAM B & TAMMY L	8933 LAKE MEADE RANCHEROS	KINGMAN, AZ 86401	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11220013A	600 W UNIVERSITY HEIGHTS DR	AGN DEV CORP PROFIT SHARING PLAN & TRUST	21750 N 30TH WAY	PHOENIX, AZ 85050	UNIVERSITY HEIGHTS
11220014B	700 W UNIVERSITY HEIGHTS DR	AGN DEV CORP PROFIT SHARING PLAN & TRUST	21750 N 30TH WAY	PHOENIX, AZ 85050	UNIVERSITY HEIGHTS
11220015B	800 W UNIVERSITY HEIGHTS DR	AGN DEV CORP PROFIT SHARING PLAN & TRUST	21750 N 30TH WAY	PHOENIX, AZ 85050	UNIVERSITY HEIGHTS
11263157		ALONSO PERGENTINO JR & KAREN DENISE	3200 S LITZLER DR NO 19-224	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263190		ANDERSON MATTHEW T	3438 E TONTO LN	PHOENIX, AZ 85050	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263158		ANDERSON PAUL J JR	5920 E PAKE VIEW RD	CAVE CREEK, AZ 85331	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263182		ANDRE-SPRINGER SUZANNE	2025 HOLLY DR	PRESCOTT, AZ 86305	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263165		BRANDENBERG JIM & ROSE TRUST DTD 8-30-12	6410 W PORT AU PRINCE LN	GLENDALE, AZ 85306	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263093		BULLARD JIM W & DONNA D CPWROS	2250 N AMORIE DR	CAMP VERDE, AZ 86322	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263067		BURKHALTER SONJA	3200 S LITZLER DR NO 8-232	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263059		CAIN KAITLIN	3200 S LITZLER DR 7-228	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11219010C	521 W UNIVERSITY HEIGHTS DR	CITY OF FLAGSTAFF	211 W ASPEN AVE	FLAGSTAFF, AZ 86001	UNIVERSITY HEIGHTS
11220012B	3101 S BEULAH BLVD	CITY OF FLAGSTAFF	211 W ASPEN AVE	FLAGSTAFF, AZ 86001	UNIVERSITY HEIGHTS
11263058		CLARK JOSEPH V & CHRISTINA E JT ; CAMPBELL RHIANNON JT	4532 W COMMONWEALTH PL	CHANDLER, AZ 85226	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263079		COLLINS JOSHUA DOUGLAS	3200 LITZLER DR 10-140	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263105		COOPER FRANK L & WINNIE L CPWROS	4158 E FLOWER CIR	MESA, AZ 85206	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263098		DAVIS BRITTAIN K & RACHEL LEVINE CPWROS	3200 S LITZLER DR APT 11-249	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263099		DEDMON ERIC JT ; KRYSTLE FREEMAN JT	3200 S LITZLER DR APT 12 150	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263204		DENHAM KYLE	3219 S JUSTIN ST	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263187		DERIEUX NICHOLAS A & CORRIEN CPWROS	1400 W MELISSA DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263094		DONALDSON RACHEL	4255 E SOLIERE AVE NO 131	FLAGSTAFF, AZ 86004	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263159		DOWELL ALAN B & THERESA G TRUSTEES ; DOWELL T & A FAMILY TRUST DTD 2-11-05	906 PARKER DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263097		EGAN AMY CHRISTINE JT ; EGAN MICHAEL J & PAMELLA A JT	3200 S LITZLER DR 11-248	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11257037	3264 S LITZLER DR	EVANS BRYAN M & ELLA M	3264 S LITZLER RD	FLAGSTAFF, AZ 86001	SINCLAIR SPRINGS TOWNHOUSES
11263102		FINE DEBORAH M	3327 S JUSTIN ST	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263096		FLEMING WILLIAM A & VIOLA	474 PLAT RD	COLGATE, WI 53017	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263086		GARCIA JESHUA DAVID G	1685 W SHELLIE DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263085		GARN STEVE L & MELANIE PANLA	20 E CAMINO DE DIANA	GREEN VALLEY, AZ 85614	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263066		GERLAK ROBERT J & JANNA M CPWROS	1150 SCHULTZ PASS RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263170		GINTHER BRYAN D	6018 E ROY ROGERS LN	CAVE CREEK, AZ 85331	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263205		GOLDBERG MARC & SYLVIA TRUSTEES ; GOLDBERG FAMILY TRUST U/A/D 7-12-06	2510 E ELDER DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263089		GOLOB DEVELOPMENT LLC	PO BOX 1176	PAGE, AZ 86040	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263053		GRASSER PAUL R & ANNE M CPWROS	3704 N COLTON RANCH RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263054		GRASSER PAUL R & ANNE M CPWROS	3704 N COLTON RANCH RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263104		GREEN LIGHT INVESTMENTS LLC	2095 N FOXHILL RD	FLAGSTAFF, AZ 86004	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11257040	3250 S LITZLER DR	HALBIG COLIN M & MARGUERITE D	42210 N STONEMARK DR	ANTHEM, AZ 85086	SINCLAIR SPRINGS TOWNHOUSES
11263189		HARRINGTON TIMOTHY P CPWROS ; HOWARD SHERRIL R CPWROS	2665 N INDIAN RIDGE DR	TUCSON, AZ 85715	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263168		HEAL PROPERTIES LLC	8050 US NAVAL OBSERVATORY RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263080		HEITLAND ANN RAE	8340 CABALLO WY	FLAGSTAFF, AZ 86004	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263172		HICKETHIER JERRY L & PAMELA S TRUSTEES ; HICKETHIER LIV TRUST DITD 2/13/02	1929 VENTOR CIR	PRESCOTT, AZ 86301	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263207		HISER BOB & DONNETTA	1040 ARDREY CIR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263075		IMAM SYED AHSAN	3200 S LITZLER DR APT 9-236	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263203		JACOBS JONATHAN J	3200 LITZLER DR 25-150	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263083		JDS EST III LLC	907 W SHERRI DR	GILBERT, AZ 85233	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263185		JIBRI LLC	10317 WARREN'S WAY	WANAQUE, NJ 07465	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263073		KELLAR ROBERT PHILIP & MYONG S	4613 W SELDON LN	GLENDALE, AZ 85302	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263162		KING DAVID	PO BOX 1071	FLAGSTAFF, AZ 86002	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263074		KINNEY KAREN ELIZABETH	3200 S LITZLER DR NO 9-139	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263076		LAPENTA ZACHARY T	300 TARPON AVE	SE RIO RANCHO, NM 87124	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263175		LEE LANA A	180 WEST GOLD RUSH TRAIL	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263065		LEE MARGARET M JT ; JANIS ANTHONY JT	1051 W BEAL RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263171		LIANG-DEMIGUEL BERNADETTE	3200 LITZLER DR 21-134	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263100		LITZLER LLC	6918 N HIGHLANDS DR	PARADISE VALLEY, AZ 85253	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263161		MCDERMOTT/ZICKERMAN LLC	310 SO WILLIAMS BLVD #310	TUCSON, AZ 85711	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263106		MCDONALD JOSEPH D & RACHAEL L	3200 SOUTH LITZLER DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263160		MCVEY STEVE & LINDA CPWROS	7572 E BUTEO DR	SCOTTSDALE, AZ 85255	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263088		MILLER FAMILY LIVING TRUST DTD 4-27-10	1616 N PRAIRIE WAY	FLAGSTAFF, AZ 86004	VILLAGE @ UNIVERSITY HEIGHTS CONDOS

Trailside Project - 600 - 800 W. University Heights Drive
List of Property Owners within in 300 Feet

11263101		MORGAN DONNA M	3298 S DEBBIE ST	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263178		MYERS CHRISTINA L JT ; BERGSTRESSER SCOTT K JT	1135 TOVAL TRL	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263179		NAGILLER SANDRA J REVOCABLE TRUST DTD 10-18-12	PO BOX 50052	PARKS, AZ 86018	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263071		NAPIER JOHN D	1263 E STONE RIDGE DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263152		NAVARRO TOMAS & ELIZABETH CPWROS	3115 W PATRICIA LN	YUMA, AZ 85365	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263200		NEALE REGINA & VINCENT G JT	23 RUSSEL LN	LAGUNA NIGUEL, CA 92677	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263154		O'CONNOR BRIGID M	PO BOX 32459	PHOENIX, AZ 85064	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263174		ORR KEVIN C & YVONNE J JT	1200 GORDON DR	KINGMAN, AZ 86409	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263090		PERKINS LIVING TRUST DTD 10-1-09	7970 N BADER RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263173		PRIEFER DENISE ARMAND	1416 N SUNSET DR	PAYSON, AZ 85541	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263062		RAGSDALE EVAN C	PO BOX 95	FLAGSTAFF, AZ 86002	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263078		REETHS D'ANN M	3200 S LITZLER DR 9-239	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11257039	3254 S LITZLER DR	RITZ KAREN	7724 W CALAVAR RD	PEORIA, AZ 85381	SINCLAIR SPRINGS TOWNHOUSES
11263183		ROBERTS ANGELA	700 W UNIVERSITY AVE 6-204	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263153		ROBINSON PAUL N	PO BOX 237	CAMP VERDE, AZ 86322	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263103		ROEHM JESICA	3200 S LITZLER DR 12-1S4	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263184		ROWLAND BRIAN K & MELODY L	17282 W FETLOCK TRL	SURPRISE, AZ 85387	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263072		SACKS DARRYL R & CAROL E REVOCABLE TRUST ; DATED 12/25/00	439 CANNES ST	HENDERSON, NV 89015	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263077		SACKS DARRYL R & CAROL E REVOCABLE TRUST ; DATED 12/25/09	439 CANNES ST	HENDERSON, NV 89015	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263092		SCHRACHTA JOHN C	3200 S LTIZLER DR 11-148	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263186		SCOTT ANDREW J	8937 W DALEY LN	PEORIA, AZ 85383	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263166		SHIELDS THOMAS K & CARRIE A	1501 E LAREDO ST	CHANDLER, AZ 85225	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263084		SIMONEAU ROBERT A & MARTHA D CPWROS	23762 LADRILLO ST	WOODLAND HILLS, CA 91367	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11257043		SINCLAIR SPRINGS TOWNHOMES ASSOC INC	323 S RIVER RUN NO 1	FLAGSTAFF, AZ 86001	SINCLAIR SPRINGS TOWNHOUSES
11263202		SMITH MATTHEW V AKA ; SMITH MATT	1456 W UNIVERSITY HTS DR N	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263107		SNOWDEN-SANTI LIVING TRUST DTD 11-25-98	4045 LAUSANNE WAY	FLAGSTAFF, AZ 86004	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263169		SONDGEROTH KENNETH L & SHERRY L CPWROS	5791 WISHING WELL DR	FORT MOHAVE, AZ 86426	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263201		T & A RENTS LLC	7371 W DREAMVIEW TRL	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263191		TAYLOR ALLISON	3200 S LITZLER DR 23-242	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263188		TOWNSEND ERYN D JT ; TOWNSEND DUANE E & JOAN C JT	112 RYANS LN	MIDWAY, UT 84049	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263069		TURNER MATTHEW A	2328 W SILVERTON DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263063		WAGNER ROBIN ; WAGNER VICTOR	5240 E MOCKINGBIRD	FLAGSTAFF, AZ 86004	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263064		WALTON SCOTT & CARRIE	2705 W CREIGHTON DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263068		WALTON SCOTT & CARRIE	2705 W CREIGHTON DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263206		WALTON SCOTT & CARRIE	2705 W CREIGHTON DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11257038	3260 S LITZLER DR	WEDEMEYER ROBERT G & PAULA JT	PO BOX 187	JACKSONVILLE, NY 14854	SINCLAIR SPRINGS TOWNHOUSES
11263196		WELLS THEODORE	430 EAST ST	PITTSFORD, NY 14534	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263082		WHITE JANET LEE	3200 S LITZLER DR NO 10-143	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263164		WINIECKI STEVEN V & SHAWN D	3980 WESTWOOD CIR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263087		WITHEROW DIANA HAYES	2377 S CLIFFVIEW ST	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263192		ZAVALA JOAQUIN & MARIA G	2511 O'BRIEN CIRCLE	CAMARILLO, CA 93010	VILLAGE @ UNIVERSITY HEIGHTS CONDOS

Sinclair Springs
Town homes Owners Association
c/o Sterling Real Estate Management
323 S. River Run Road, Suite 1
Flagstaff, AZ 86001

OCT 11 2013
BK

October 9, 2013

Mr. Brian Kulina
Planning Development Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, AZ 86001

Dear Mr. Kulina:

The Board of Directors of the Sinclair Springs Townhomes Owners Association has been advised of the City of Flagstaff's Planning and Zoning Commission public hearing to consider a high density apartment development at 600 West University Heights Drive North.

This letter is on behalf of the owners of forty (40) townhomes in University Heights immediately to the south of the proposed development on Litzler Drive. Our concern is the extreme lack of parking in the area. Unless the development will have 1-1/2 parking spaces per bedroom, many people will be cruising the neighborhood trying to park somewhere, especially in the winter months when on-street parking is prohibited.

Also, mountain views from our property will be blocked by a high-rise development. Unless our concerns are mitigated, we are not in favor of the development proceeding forward.

Sincerely,

Michael R. Savoy
President
Sinclair Springs Townhomes Owners Association
Board of Directors

When recorded, return to:
City Clerk
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, AZ 86001

DEVELOPMENT AGREEMENT
Trailside Multi-Family Housing Development

This Development Agreement (the "Agreement") is made and entered into as of this _____ day of _____, 2013, by and between the City of Flagstaff, an Arizona municipal corporation (the "City"), and Trailside MAR, LLC, a Delaware limited liability company authorized to do business in the State of Arizona ("Developer"). City and Developer may be referred to in this Agreement as "Party" in the singular, and "Parties" in the plural.

RECITALS

A. This Agreement is entered into pursuant to Arizona Revised Statutes ("A.R.S.") § 9-500.05 with regard to the Trailside multi-family housing development (the "Project") within the City of Flagstaff.

B. The Developer is the owner of certain parcels of land depicted and legally described in **Exhibits A**, **B** and **C**, copies of which are attached hereto and incorporated by reference in this Agreement (collectively the "Property").

C. The City and the Developer(the "Parties") desire to enter into this Agreement in order, among other things, to facilitate development of the Property by providing for and establishing the community character of the Property, the type of land uses and the location, density and intensity of such land uses, setting aside twelve (12) units for affordable rental housing, and other matters relating to the development of the Property as depicted in the preliminary plan for the Project (the "Concept Plan"), a copy of which is attached as **Exhibit D**, and incorporated by reference in this Agreement.

D. In order to develop the Property under the Concept Plan, the Developer will be required to seek a rezoning of the Property from SC, Suburban Commercial Zone to HR, High Density Residential Zone as well as seek an amendment to the Flagstaff Area Regional Land Use and Transportation Plan (the "General Plan"), changing the classification of the Property from a Parks designation to a High Density Residential designation.

E. The City believes that the development of the Property pursuant to this Agreement would provide certain benefits to the City and the Developer believes that development of the Property pursuant to this Agreement would be beneficial and advantageous to the Developer.

NOW, THEREFORE, in consideration of the mutual covenants entered between and among the Parties, and in consideration of the benefits to accrue to each, the Parties agree as follows:

AGREEMENT

1. **Amendment of the General Plan.** The Developer will submit an application to amend the General Plan for certain parcels of the Property, described in **Exhibits A, B and C**, from a Parks designation to a High Density Residential designation. The City agrees to process said application and, in the event the General Plan amendment application is approved by the City Council, following a public hearing as required by A.R.S. § 9-461.06, the City will amend the General Plan to designate the parcels suitable for development as a high density residential development. The Developer acknowledges that the City Council has the absolute discretion to approve or disapprove the proposed amendment to the General Plan.

2. **Implementation of Concept Plan through the Rezoning.** The Developer will submit an application to rezone the Property from SC, Suburban Commercial Zone to HR, High Density Residential Zone in accordance with the Concept Plan. The Developer acknowledges that the City Council has the absolute discretion to approve or disapprove the proposed rezoning. The Parties acknowledge that certain stipulations (the "Rezoning Stipulations") are likely to be approved in connection with the rezoning. The purpose of the Rezoning Stipulations is to address, among other things, adequate access and circulation, drainage, wastewater and water infrastructure facilities, resource protection, density, affordable housing, pedestrian circulation, as well as other factors required by the City's codes and ordinances. In the event a conflict exists between the language set forth in one or more of the Rezoning Stipulations and the terms of this Agreement, the rezoning ordinance shall govern. Upon approval of the application to rezone the Property, and upon receipt of engineering and building and safety plans for the Property (the "Plans"), the City agrees to process the Plans in accordance with City codes and regulations. However, in the event the Property is rezoned and the Developer fails to obtain final plat approval or obtain an extension of zoning within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert to the former classification of SC, Suburban Commercial Zone in accordance with A.R.S. § 9-462.01. Upon the City Council's approval of the zoning reversion, this Agreement shall automatically become null and void.

3. **Conditions of Development.** Upon approval of the rezoning contemplated in **Section 2** of this Agreement, the City's Community Development Division shall place a notation on the official zoning maps for the Property to reflect the zoning classification and boundaries approved in the rezoning. These maps may include appropriate indications that the approved zoning is conditional and that the zoning will vest upon the recordation of the final plat.

4. **Modifications to Development Standards.** Development of the Property shall be governed by the City's ordinances, rules, guidelines and official policies controlling permitted uses of the Property, the density and intensity of uses, the maximum height and size of the buildings within the Property, as well as the standards for off-site and on-site public improvements in existence as of the effective date of this Agreement; provided, however, that

Developer shall obtain construction permits for one or more components of the Project described in **Section 6** below within two (2) years following the effective date of this Agreement.

5. Changes to the Rezoning. For the term of this Agreement, the City shall not initiate any changes or modifications to the zoning that may be approved for the Property pursuant to this Agreement except at the request of the owners of the Property for which such zoning change is sought.

6. Project Description. The Project contemplated by this Agreement shall consist of the following components:

6.1 Multi-family housing consisting of one hundred (111) rental units;

6.2 Affordable housing consisting of twelve (12) rental units;

6.3 Forest resources.

7. Site Layout and Design Considerations. In the event the proposed rezoning for the Property is approved by the City Council, the Developer agrees to incorporate the following design elements into the Project:

7.1 The site plan reflects building locations for pedestrian connectivity to the existing F.U.T.S. trail, while buffering the neighborhood with lower building heights, and "carriage units" against the I-40 as a sound and visual buffer. The architecture will utilize native materials, colors and roof forms that relate to the locale.

8. Standards. All public works facilities or infrastructure which Developer is required to construct pursuant to the provisions of this Agreement, and which, upon completion will be dedicated to the City, shall be designed and constructed to State and City standards, unless otherwise provided in this Agreement or as agreed to by the City Engineer in writing.

9. Construction of Public and Private Improvements.

9.1 Developer shall, at its own expense, construct or cause to be constructed all public and private improvements as required by the City's code or ordinances and in accordance with approved specifications. Following construction of the described public improvements, and dedication of the same to the City, the City shall assume, at its expense, and in accordance with City policies, the maintenance and repair of all public improvements to be constructed. The scope and nature of the on-site and off-site rights-of-way and other infrastructure improvements to be constructed in connection with this Agreement are as follows:

9.1.1

9.2 Developer shall design and install all water and sewer mains and services within the Project per the City of Flagstaff's Engineering Design and Construction standards and

the Maricopa Association of Government's standards as modified by the City of Flagstaff, except as provided by this Agreement and the City Engineer in writing.

10. **Easements.** [Need text regarding public utility easements.]

11. **Resource and Floodplain Protection.** The Developer and City acknowledge and agree that resource protection provisions set forth in the City's Zoning Code are applicable to the entire Project. The Developer acknowledges and understands that it shall maintain twenty-five percent (25 %) of the existing forest resources in their natural state.

12. **Affordable Housing.** The Developer agrees to construct and rent twelve (12) finished rental units to qualified renters for a period of thirty (30) years. Units of affordable housing shall be dispersed throughout the Project and shall be comparable in construction, quality and exterior design to the market-rate housing units within the Project. The provisions of this **Section 12** shall survive termination of this Agreement.

12.1 Developer shall provide affordable units as follows: seven (7) studios; three (3) one-bedroom apartments; and two (2) two-bedroom apartments.

12.2 The 12 finished affordable rental units shall be rented to qualified tenants who earn no more than eighty percent (80%) of the Flagstaff Area Median Income ("AMI"), as defined annually by the U.S. Department of Housing and Urban Development ("HUD") or its successor.

12.3 The monthly rental payments plus utilities and other charges for such units shall be no more than thirty-three percent (33%) of eighty percent (80%) of AMI.

12.4 Prices of affordable rental units are properly computed;

12.5 Income eligibility of households applying for affordable rental housing is properly and reliably determined;

12.6 Developer shall file an annual report with the City of Flagstaff, in a form specified by the City, certifying compliance with the affordability provisions of this Section and containing such other information as may be reasonably requested in order to ensure affordability.

13. **Incentives.**

In recognition of the Developer's agreement to set aside twelve (12) units for affordable rental housing purposes, the City has approved the following incentives for the Project:

13.1 A density bonus of twenty-three (23) units has been applied .in accordance with Zoning Code Section 10-30.20.040(B)(2).

13.2 A forty-five percent (45%) reduction to the forest resources has been applied in accordance with Zoning Code Section 10-30.20.040(B)(1). The High Density Residential (HR) zone requires fifty percent (50%) forest resource protection. The Affordable Housing incentive is a forty-five percent (45%) reduction, which provides total forest resource protection of twenty-seven and one-half percent (27.5%).

13.3 A ten percent (10%) reduction of landscaping has been applied with regard to parking islands in accordance with Zoning Code Section 10-30.20.040(B(5).

14. Notices. Unless otherwise specifically provided in this Agreement, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly delivered upon personal delivery or as of the third business day after mailing by United States mail, postage prepaid, by registered or certified mail, return receipt requested, addressed as follows:

To City:

City Manager
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, Arizona 86001

To Developer

Trailside MAR LLC

_____

_____

Copy to:

City Attorney
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

15. General Provisions.

15.1 Amendment. This Agreement may be amended at any time by written amendment executed by all Parties, which amendment shall be recorded in the official records of Coconino County, Arizona within ten (10) days following its execution.

15.2 Applicable Law. This Agreement shall be construed under and in accordance with the laws of the State of Arizona.

15.3 Assignment. All of the provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties, pursuant to A.R.S. § 9-500.05(D). In addition, Developer's rights and obligations may only be transferred or assigned to a person or entity that has acquired the Property or a portion of it and only by a written instrument recorded in the official records of Coconino County, Arizona, expressly assigning such rights and obligations. Any such transfer or assignment shall

not be valid as to the City until written notice has been sent to the City in accordance with **Section 15** of this Agreement. All rights and obligations of the Developer under this Agreement shall constitute covenants running with the land and shall be binding on all of the Developer's successors and assigns.

15.4 Attorneys' Fees and Costs. Subject to **Section 15.17**, Mediation, if legal action by any Party is brought because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and court costs.

15.5 Authority. The person executing this Agreement on behalf of warrant and represent that he has the authority to execute this Agreement on behalf of the Developer, and that the execution of this Agreement has been approved by all required actions on the part of such Party, and that this Agreement is fully binding on such Party.

15.6 Cancellation for Conflict of Interest. This Agreement is subject to the cancellation provisions of A.R.S. § 38-511.

15.7 Consistent with General Plan. This Agreement ensures that all development on the Property shall be consistent with the City's General Plan recommendation for the Property as required by A.R.S. § 9-500.05(B).

15.8 Construction of Agreement. This Agreement has been arrived at by negotiation and shall not be construed against either Party to it or against the Party who prepared the last draft.

15.9 Counterparts. This Agreement may be executed by the Parties in three (3) counterparts, which counterparts shall be construed as a single document and have the same effect as if all of the Parties had executed the same instrument.

15.10 Cooperation. In the event of any action or proceeding brought by a third party, whether private or governmental, challenging the validity of this Agreement or any provision of it, the Parties shall cooperate in defending against such challenge, provided that each Party shall pay its own respective legal expenses and costs associated with such defense. During the entire course of any such proceeding, this Agreement shall remain in full force and effect.

15.11 Covenants Run with the Land. The covenants and agreements contained in this Agreement are mutual covenants and also constitute conditions to the subsequent or concurrent performance by the Party benefited thereby. All covenants shall be covenants running with the land, and shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

15.12 Effective Date. This Agreement shall be effective upon execution by the Parties and recordation in the Office of the Coconino County Recorder.

15.13 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and shall not be changed or added to except in the manner provided in **Section 15.1**. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, other than those specifically incorporated n this Agreement, are superseded by this Agreement. The Parties acknowledge and agree that this Agreement is to be read and interpreted with the resolution approving the General Plan amendment and the rezoning ordinance.

15.14 Exhibits. All exhibits attached are incorporated by reference as though fully set forth in this Agreement.

15.15 Further Acts. Each of the Parties shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

15.16 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a Party for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Coconino, State of Arizona, and the Parties waive all provisions of law providing for the filing, removal or change of venue to any other court. This **Section 15.16** shall survive termination of this Agreement.

15.17 Mediation. If a dispute arises out of or relates to this Agreement and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure. Mediation will be self-administered and conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, New York 10017, (212) 949-6490, www.cpradr.org with the exception of the mediator selection provisions. The parties shall agree upon a mediator, failing which on the application of either party to the Director of the Alternative Dispute Resolution Program ("Director") at the Coconino County Superior Court, a mediator will be appointed promptly by the Director for that purpose. Each party agrees to bear its own costs in mediation. The Parties will not be obligated to mediate if an indispensable party is unwilling to join the mediation. This section does not constitute a waiver of a Party's right to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if provisional relief is required under the Arizona Rules of Civil Procedure.

15.18 Modification. No modification of this Agreement shall be deemed effective unless in writing and signed by the Parties, and any waiver granted shall not be deemed effective except for the instance and circumstances particularly specified in a written waiver executed by the Party against whom enforcement of the waiver is sought.

15.19 No Partnership; No Agency. It is specifically understood and agreed by and among the Parties that the development of the Project on the Property is a private development, that no Party is acting as the agent of any other Party in any respect, and

that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. The Parties acknowledge and agree that this Agreement does not create a partnership, joint venture or similar entity, and that no such partnership, joint venture or similar entity has been created by THE City and the Developer.

15.20 No Obligation to Develop Property. Except as specifically set forth in this Agreement, there shall be no obligation for the City or the Developer to complete any part or all of the Project.

15.21 No Third Party Beneficiaries. No person or entity other than a Party to this Agreement or a legal representative, successor in interest or assign of such Party shall be entitled to rely on this Agreement or the performance of Developer or the City; this Agreement is not made for the benefit of any person or entity not a Party; and no such person or entity shall be entitled to assert any claim arising out of, or in connection with, this Agreement.

15.22 Proposition 207 Waiver. The Developer hereby waives and releases the City from any and all claims under A.R.S. §§ 12-1134 through 12-1138, including any right to compensation for reduction to the fair market value of the Property which is or arises out of the subject matter of this Agreement, whether such reduction in value occurs now or in the future. The terms of this waiver shall run with the land and shall be binding upon all other successors in interest, heirs, successors, or assigns.

15.23 Recordation of Agreement. In accordance with A.R.S. § 9-500.05(D), this Agreement shall be recorded in its entirety in the official records of the Coconino County Recorder, State of Arizona no later than ten (10) days from the date of its execution.

15.24 Remedies. If either party to this Agreement breaches any provision of this Agreement, the non-defaulting party shall be entitled to all remedies available at both law and in equity, including specific performance.

15.25 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect construction or interpretation of this Agreement.

15.26 Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.

15.27 Term. The term of this Agreement shall commence on the effective date of this Agreement as defined in **Section 15.12** and shall automatically terminate on the tenth (10th) anniversary of such date unless previously terminated.

16.28 Time is of the Essence. For purposes of enforcing the provisions of this Agreement, time is of the essence.

16.29 Waiver. No waiver by any Party to this Agreement of a breach of any of the terms, covenants, conditions or this Agreement shall be construed or held to be a waiver of any succeeding or proceeding breach of the same or any other term, covenant or condition of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Development Agreement by and through their authorized representatives.

City of Flagstaff

_____
Mayor

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

Trailside MAR LLC

_____
By: _____
Its: _____

_____

STATE OF ARIZONA)
) ss
County of Coconino)

On this _____ day of _____, 2013, before me, a Notary Public, personally appeared Jerry Nabors, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument as the Mayor of Flagstaff, and acknowledged that he executed the same on behalf of the City of Flagstaff, for the purposes therein contained.

_____
Notary Public

My Commission Expires:_____

STATE OF _____)
) ss
County of _____)

On this ____ day of _____, 2013, before me, a Notary Public, personally appeared _____, known to be and satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of Trailside MAR LLC for the purposes therein contained.

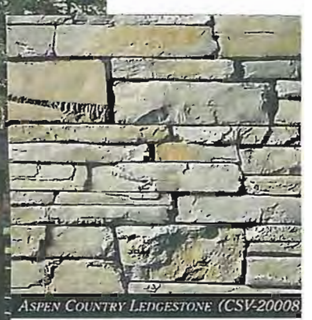
_____
Notary Public

My Commission Expires: _____

DRAFT

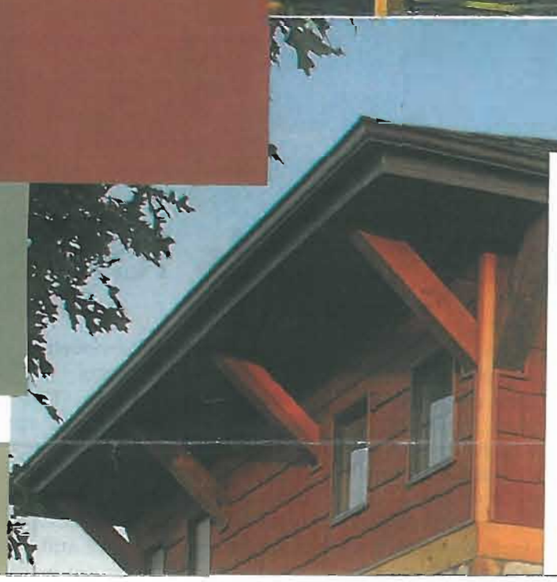
Metal shed accent roofs: DE 6090 We

Accent siding color: DE 5097 Red Rock

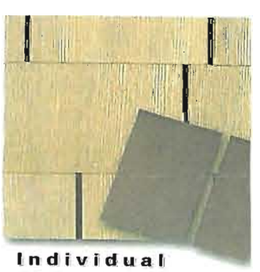


Siding body colors:

DE 6243 Union Springs



Hardishingle®
Siding



Individual Shingles

Hardipanel®
Vertical Siding

DE 6123 Trail Dust

Cedarmill®

SPECIFICATIONS

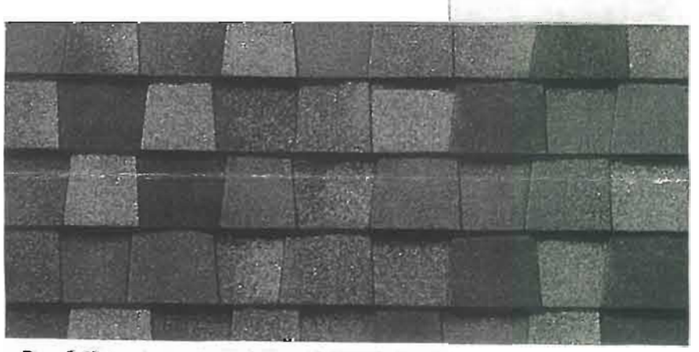
Cedarmill Panels

Thickness

Weight

Sizes

DE 6192 Nomadic Taupe



Roof Shingles: Certainteed Shadow Ridge Series: Mountain

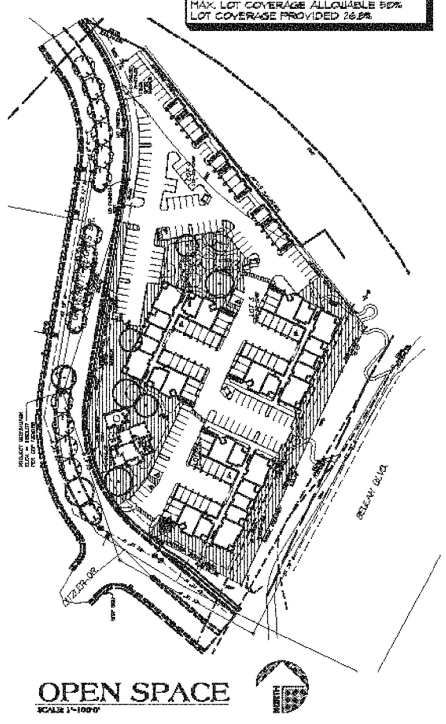
Metal Guardrail: DE 6090 Western Red

Trailside

Colors and Materials

L.R. Niemiec Arcl
ARCHITECTS/PLANNERS
8585 EAST HARTFORD DRIVE
SCOTTSDALE, ARIZONA

OPEN SPACE REQUIRED= 28,267 S.F. (15%)
OPEN SPACE PROVIDED= 49,194 S.F. (26%)
MAX. LOT COVERAGE ALLOWABLE 50%
LOT COVERAGE PROVIDED 26.8%



OPEN SPACE

SCALE 1"=100'0"

PROJECT OWNER/DEVELOPER

MARK CHABON
CHABON DEVELOPMENT
109 AFFINITY LANE
BUFFALO, NY 14218

PROJECT ARCHITECT

SKIP NIEMIEC
L.R.NIEMIEC ARCHITECTS
8585 E. HARTFORD DRIVE SUITE 115
SCOTTSDALE, AZ 85255

PROJECT DATA (THIS PROJECT WILL BE CONSTRUCTED IN ONE PHASE)

PARCEL SIZE: 4.02 +/- NET ACRES
EXISTING ZONING: HC PROPOSED ZONING: HR
DENSITY: 27.61 DU/NET ACRE (111) TOTAL UNITS

TOTAL UNIT MIX (ALL BUILDINGS 2-STORY & 3-STORY)

	TYPE	MARKET RATE QUANTITY	AFFORDABLE QUANTITY	%	GROSS	BALCONY S.F.	* GROSS S.F.
#	CARRIAGE (1 BED 1 BATH)	12		1	662		7,944
	STUDIO	2	7	9	463		4,167
	A1 (1 BED 1 BATH)	39	3	36	582		24,444
△#	B1 (2 BED 2 BATH)	28	2	27	938		28,140
	B2 (2 BED 2 BATH)	18		16	1,166		20,988
	TOTALS	99	12	100			85,683

* EXCLUDES BALCONY

ATTACHED GARAGES (60) IN 38-PLEX + (15) IN CARRIAGE BLDG.= 75 (62.5%)

DIRECT ACCESS GARAGE

△ GROUND FLOOR UNITS (6) HAVE DIRECT ACCESS GARAGE

CORRIDORS	GROSS S.F.
1ST FLOOR	11,826
2ND FLOOR	7,185
3RD FLOOR	7,185
BALCONIES	6,968
TOTAL	34,365 S.F.

COMMON AREAS	
TYPE	GROSS S.F.
CLUBHOUSE/OFFICE	2,125
CABANA	648
TOTAL COMMON AREAS	2,773

SUMMARY OF TOTAL BUILDINGS	
	GROSS S.F.
APARTMENTS	85,683
GARAGES	18,198
CORRIDORS/BALCONIES	34,365
COMMON AREAS	2,773
TOTALS	141,019 S.F.

AFFORDABLE INCENTIVES PROPOSED:
A. DENSITY BONUS
B. RESOURCE PROTECTION REDUCTION
C. 10% LANDSCAPE STANDARD REDUCTION

APN 112-20-013A
APN 112-20-014B
APN 112-20-013C

PARKING CALCULATIONS

MARKET RATE PARKING:
CARRIAGE- (12)X1.5= 18
STUDIO- (9)X1.25= 11.25
A1- (42)X1.5= 63
B1- (30)X2.25= 67.5
B2- (18)X2.25= 40.5
REQUIRED= 200.25 SPACES

TOTAL REQUIRED= 200 SPACES

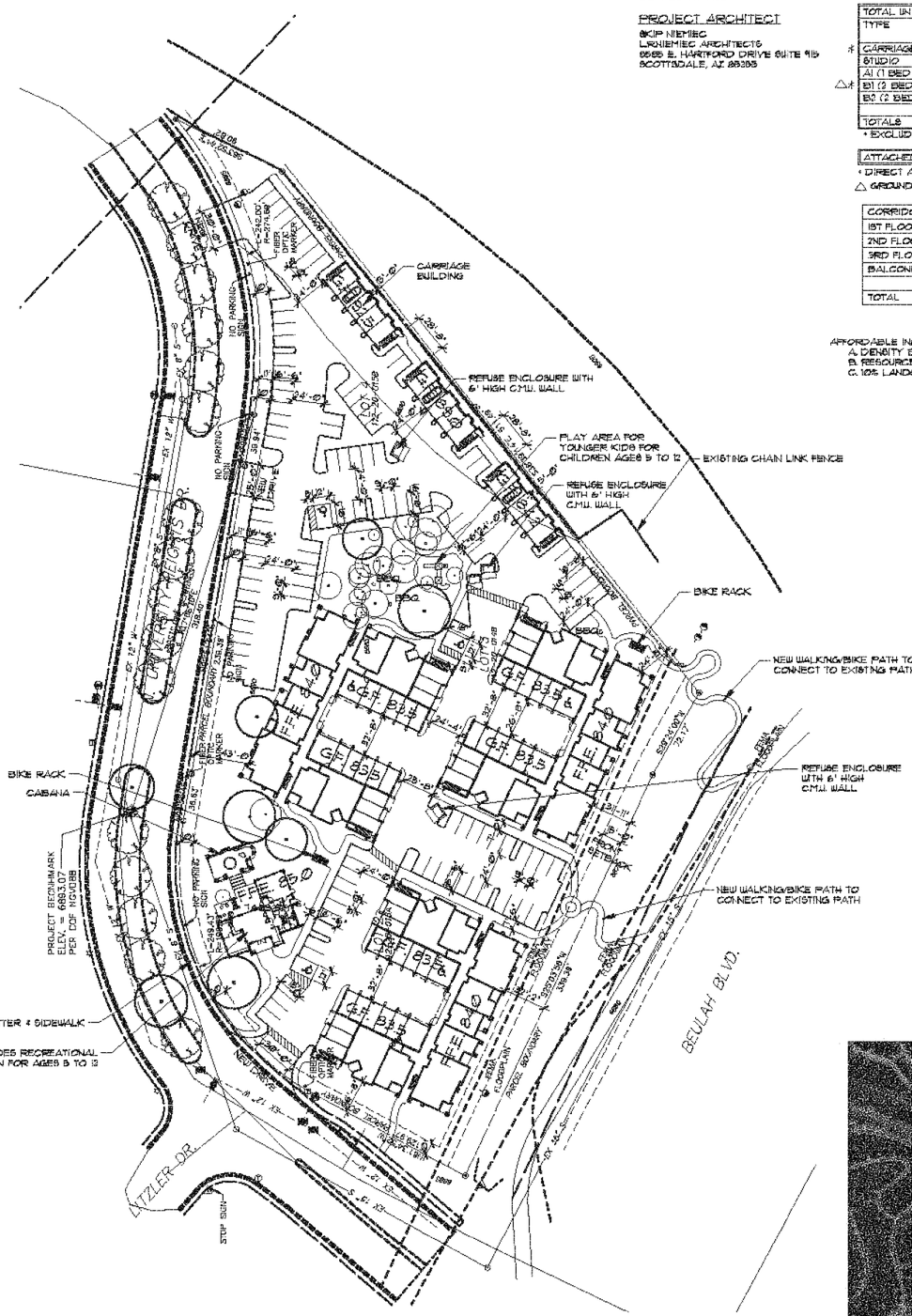
TOTAL PARKING PROVIDED= 189 SPACES
(BUS SERVICE AREA IS ALLOWED A REDUCTION OF 15%, USE 85%
REDUCTION OR 11 PARKING SPACES) 200 SPACES-11 SPACES=189 SPACES

PARKING PROVIDED:
75 GARAGE + 114 SURFACE= 189 SPACES/111 UNITS= 1.70 SPACES PER UNIT
(7 OF THE PARKING SPACES SHALL BE ACCESSIBLE)

INDICATES BIKE RACK
EACH SPACE = 5'x2'

(BICYCLE PARKING REQ. 189x.05=9.45)
(12) PROVIDED ON SURFACE

NOTE:
AT LEAST 2% OF THE UNITS, BUT NO LESS THAN ONE SHALL BE A TYPE 'A' UNIT, THESE UNITS MUST BE DISPERSED AMONG THE VARIOUS CLASSES OF UNITS.



SITE PLAN

SCALE: 1"=50'0"

VICINITY MAP

N.T.S.

Contractor must verify all dimensions at project before proceeding with this work. Do not reproduce these drawings & specifications without the consent of the Architect. These drawings and specifications are the property of the Architect whether the project for which they are made is executed or not. The reproduction, alteration or use of these drawings and specifications for any other purpose or additions to this project, or for completion of this project by others except by the expressed written permission of the Architect.

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Trailside

PROPOSED ADDRESS
600 W. UNIVERSITY HEIGHTS DRIVE

Flagstaff, AZ.

Site Plan
Scale: 1" = 50'-0"

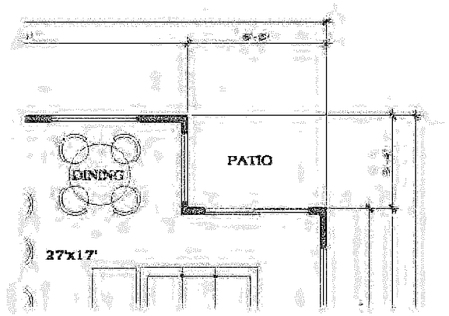
DRAWN BY: SG
CHECKED BY:
PROJECT NO.
DATE: 5-10-2013
REVISION NO.

AS-1

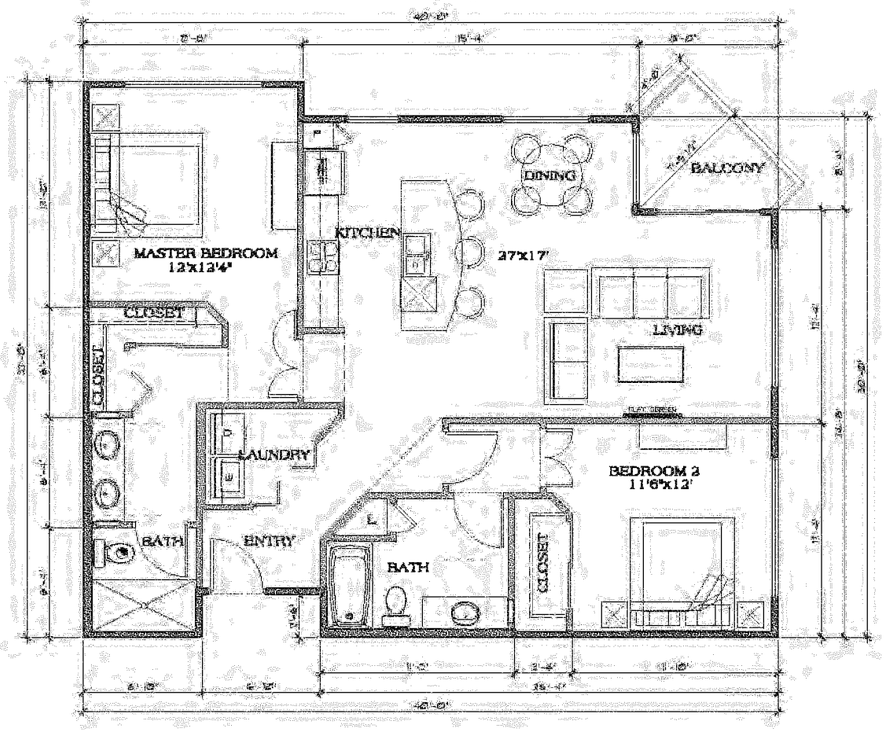
L.R. Niemiec Architects

L.R. NIEMIEC ARCHITECTS/PLANNERS, INC. • 8585 EAST HARTFORD DRIVE, SUITE 115 • SCOTTSDALE ARIZONA 85255 • (480) 998-7576

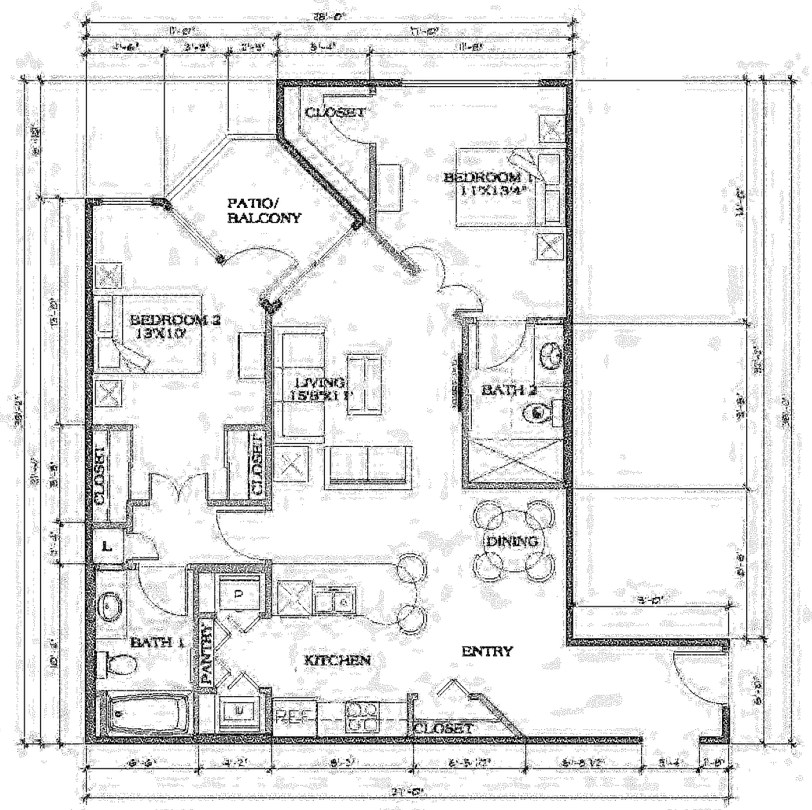
LARRY R. NIEMIEC
7/10/17
ARIZONA U.S.A.
CERTIFICATE NO. 09-19115



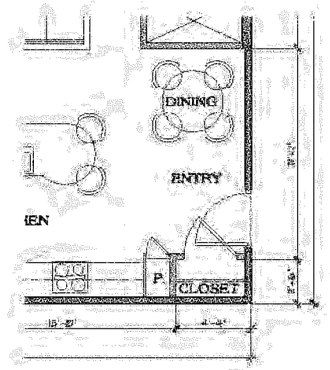
ALTERNATE PATIO
LOCATED @ GROUND FLOOR



UNIT B2
GROSS = 1[illegible] SF.
Scale: 1/4" = 1'-0"



UNIT B1
GROSS = 810 SF.
Scale: 1/4" = 1'-0"



ALTERNATE ENTRY
WHERE OCCURS

Trailside

PROPOSED ADDRESS
600 W. UNIVERSITY
HEIGHTS DRIVE

Flagstaff, AZ.

Unit Plans
Scale: 1/4" = 1'-0"

DRAWN BY
CHECKED BY
PROJECT NO.
DATE 1-16-2015
REVISION NOS.

A-2

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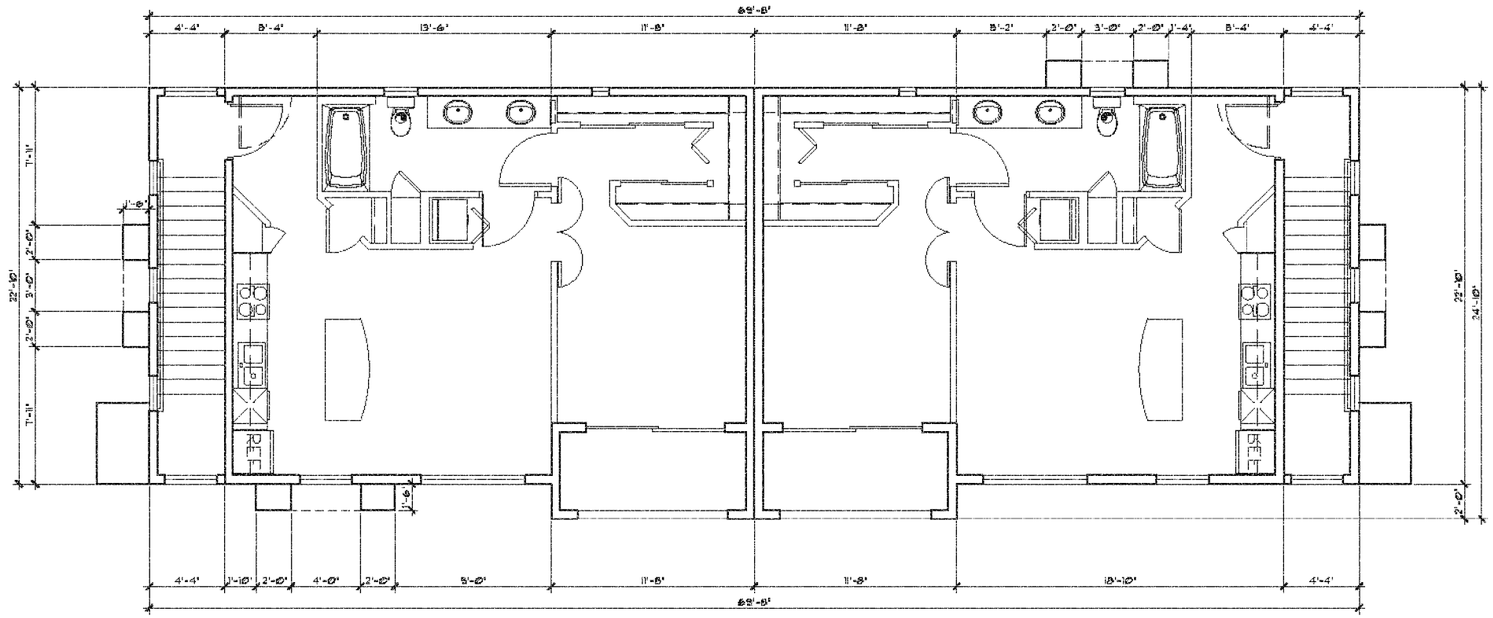
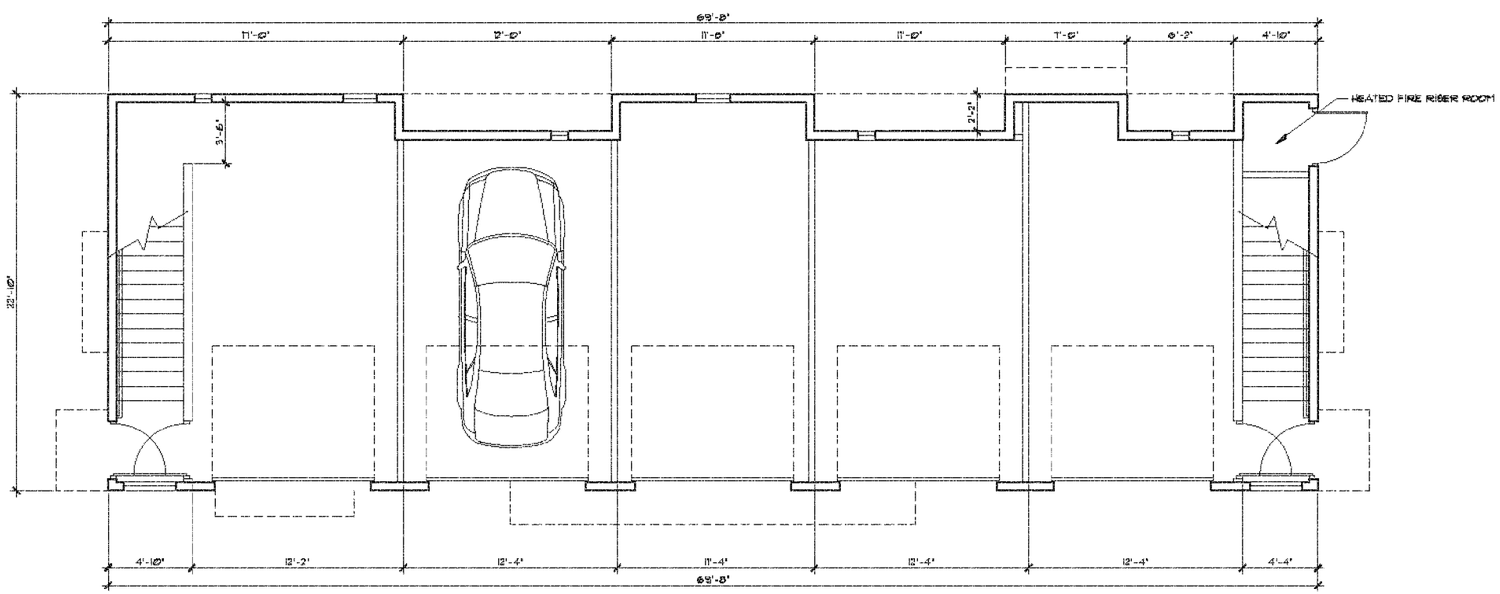


CARRIAGE BUILDING SECOND FLOOR

Scale: 1/4" = 1'-0"



CARRIAGE BUILDING GROUND LEVEL

Scale: 1/4" = 1'-0"

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PROPOSED ADDRESS
600 W. UNIVERSITY
HEIGHTS DRIVE

Flagstaff, AZ

Bldg. Plans

Scale: 1/4" = 1'-0"

DRAWN BY: NO
CHECKED BY:
PROJECT NO.
DATE: 1-16-2015

SHEET NO.

A-3

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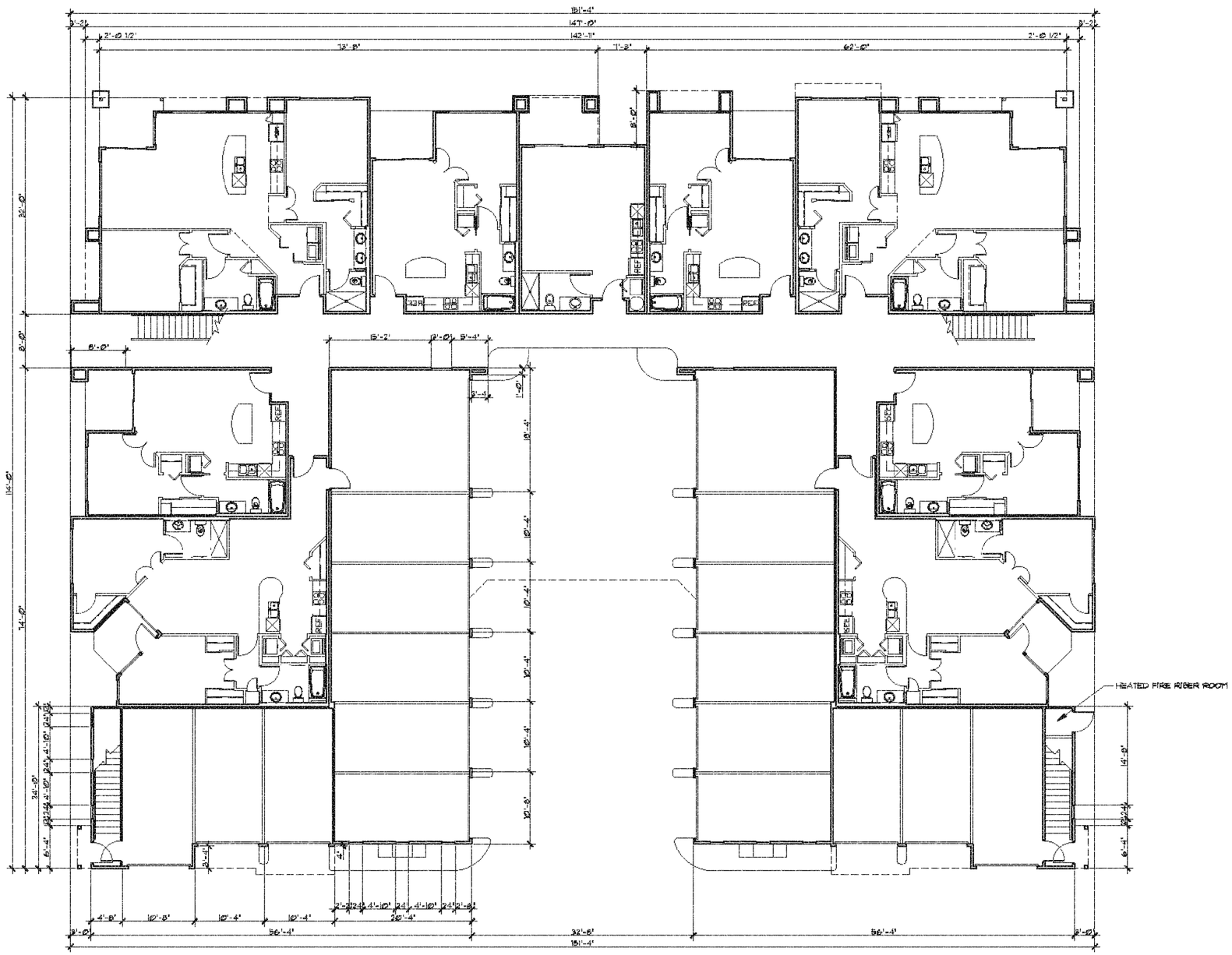
UNIT COUNT	
STUDIO	1
A1	4
B1	2
B2	2
TOTAL THIS FLOOR	9



BUILDING #1 GROUND FLOOR

Scale: 1/8" = 1'-0"

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PROPOSED ADDRESS
800 W. UNIVERSITY
HEIGHTS DRIVE

Flagstaff, AZ.

Bldg. Plans
Scale: 1/8" = 1'-0"

DRAWN BY: BG
CHECKED BY:
PROJECT NO.
DATE: 1-18-2013
SHEET NO.

A-4

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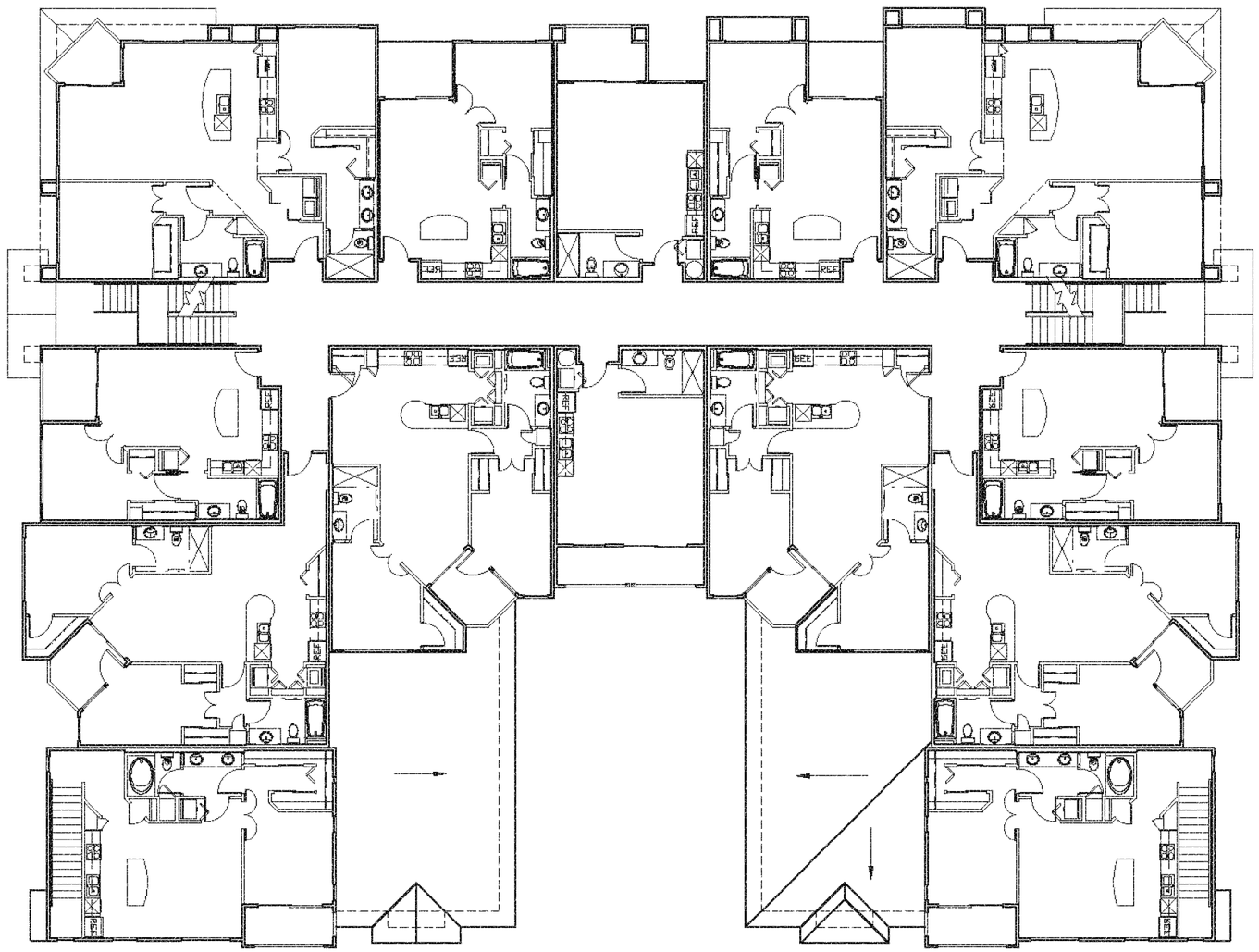
Expires 09/30/2015

UNIT COUNT	
STUDIO	2
CARRIAGE	2
A1	4
B1	2
B2	4
TOTAL THIS FLOOR	14



BUILDING #1 SECOND FLOOR
Scale: 1/8" = 1'-0"

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Trailside

PROPOSED ADDRESS
600 W. UNIVERSITY
HEIGHTS DRIVE

Flagstaff, AZ.

Bldg. Plans
Scale: 1/8" = 1'-0"

A-5

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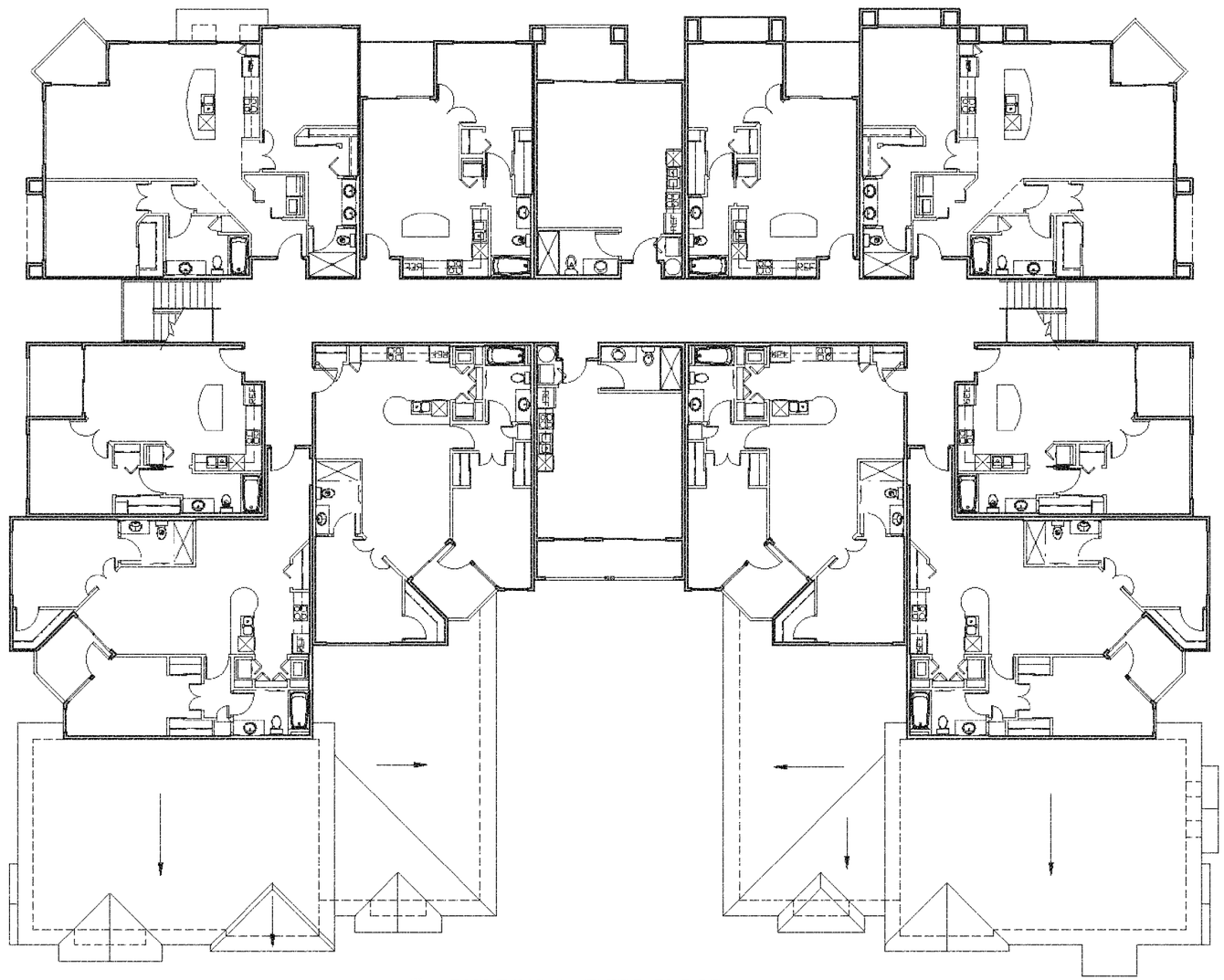
UNIT COUNT	
STUDIO	2
A1	4
B1	2
B2	4
TOTAL THIS FLOOR	12



BUILDING #1 THIRD FLOOR

Scale: 1/8" = 1'-0"

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PROPOSED ADDRESS
800 W. UNIVERSITY
HEIGHTS DRIVE

Flagstaff, AZ

Bldg. Plans

Scale: 1/8" = 1'-0"

A-6

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BUILDING #1 ROOF PLAN

Scale: 1/8" = 1'-0"

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PROPOSED ADDRESS
600 W. UNIVERSITY
HEIGHTS DRIVE

Flagstaff, AZ

Trailside

Bldg. Plans

Scale: 1/8" = 1'-0"

DRAWN BY: BG
CHECKED BY:
PROJECT NO.
DATE: 1-10-2015
REVISED NO.

A-7

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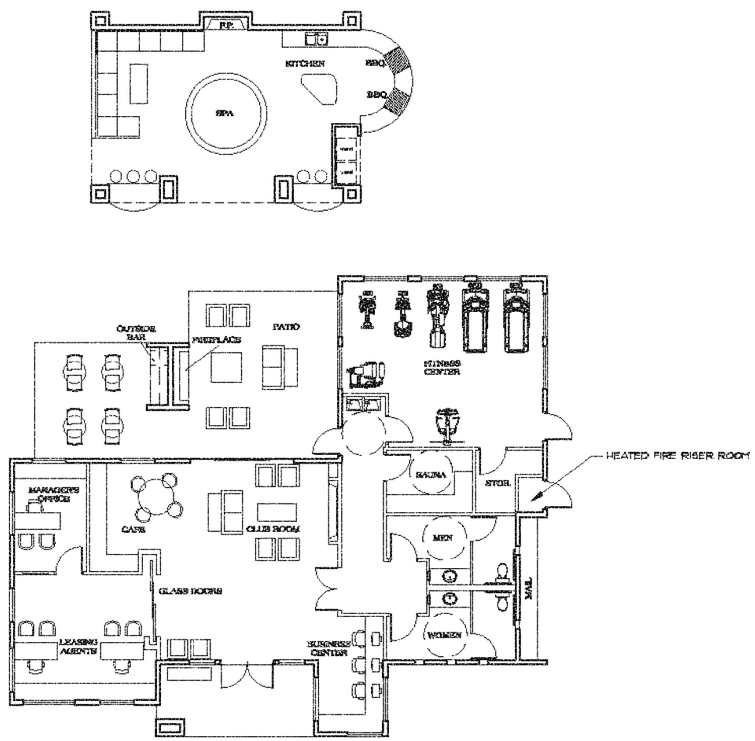

CLUBHOUSE & CABANA

CLUBHOUSE GROSS = 2,072 S.F.
CABANA GROSS = 681 S.F.

Scale: 1/8" = 1'-0"

Trailside

PROPOSED ADDRESS
600 W. UNIVERSITY
HEIGHTS DRIVE

Flagstaff, AZ.

Bldg. Plans
Scale: 1/8" = 1'-0"

A-8

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FRONT/STREET ELEVATION

Scale: 3/16" = 1'-0"

LEFT SIDE ELEVATION

Scale: 3/16" = 1'-0"

Trailside

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PROPOSED ADDRESS
600 W. UNIVERSITY
HEIGHTS DRIVE

Flagstaff, AZ

ELEVATIONS

Scale: 3/16" = 1'-0"

DRAWN BY: BN
CHECKED BY
PROJECT NO.
DATE: 1-16-2015

A-9

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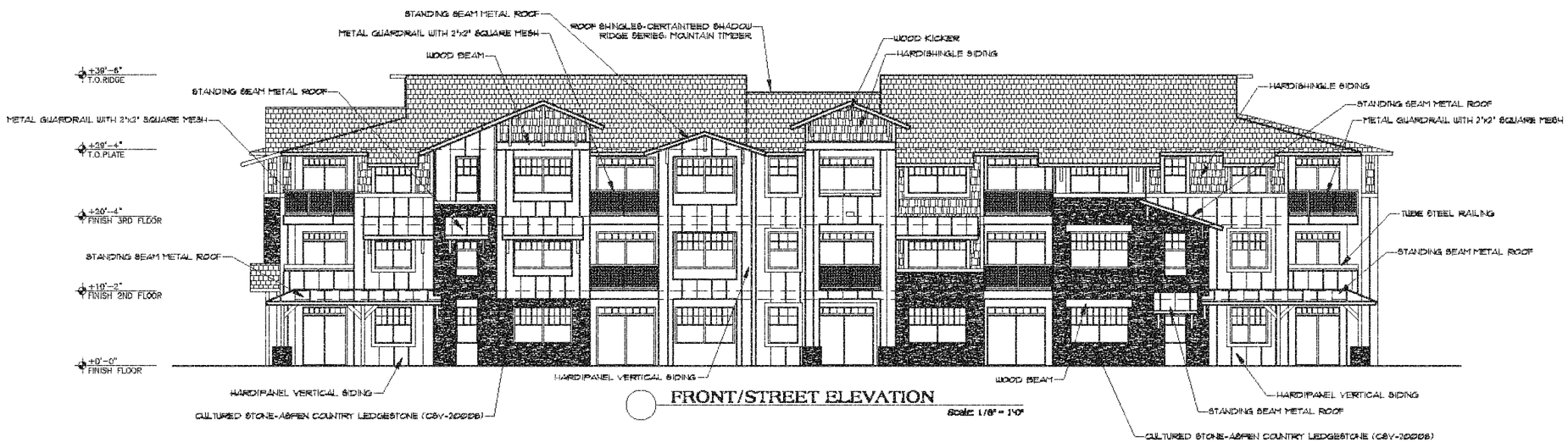
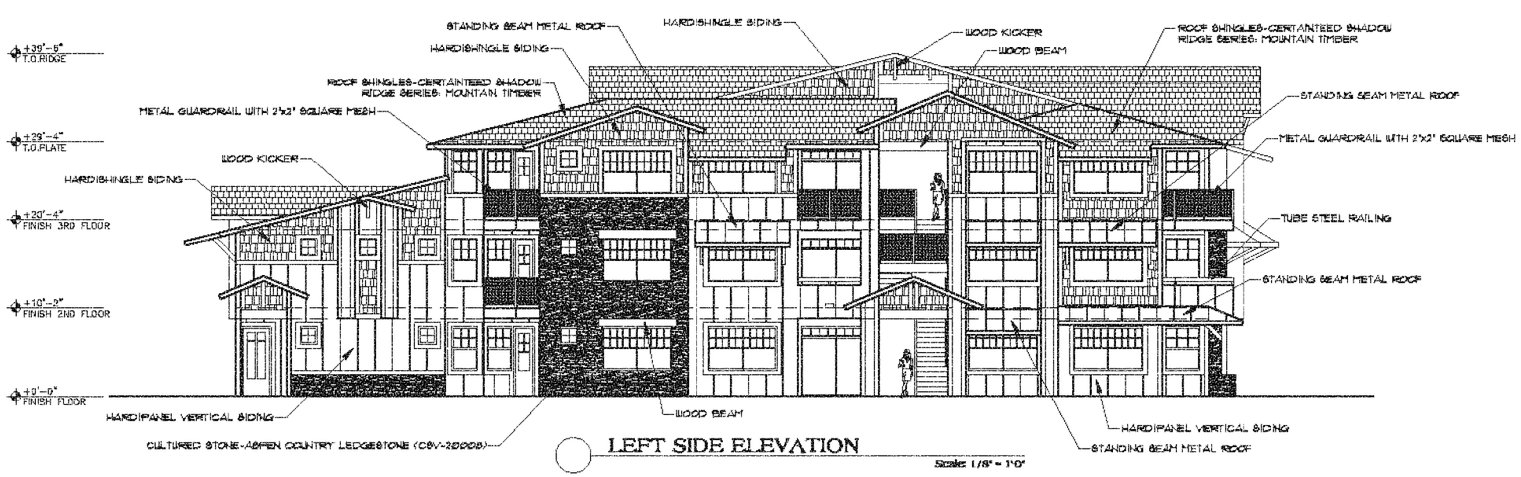


FRONT/STREET ELEVATION

Scale: 1/8" = 1'-0"



LEFT SIDE ELEVATION

Scale: 1/8" = 1'-0"

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Trailside

PROPOSED ADDRESS
600 W. UNIVERSITY HEIGHTS DRIVE

Flagstaff, AZ.

ELEVATIONS

Scale: 1/8" = 1'-0"

DRAWN BY: BG
CHECKED BY:
PROJECT NO.
DATE: 1-16-2015
SHEET NO.

A9.1

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REGISTERED ARCHITECT
LARRY R. NIEMIEC
7/10/17
ARIZONA U.S.A.
Expires 06/30/2018

REAR ELEVATION

Scale: 3/16" = 1'-0"

RIGHT SIDE ELEVATION

Scale: 3/16" = 1'-0"

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Trailside

PROPOSED ADDRESS
600 W. UNIVERSITY
HEIGHTS DRIVE

Flagstaff, AZ.

ELEVATIONS

Scale: 3/16" = 1'-0"

A-10

L.R. Niemiec Architects

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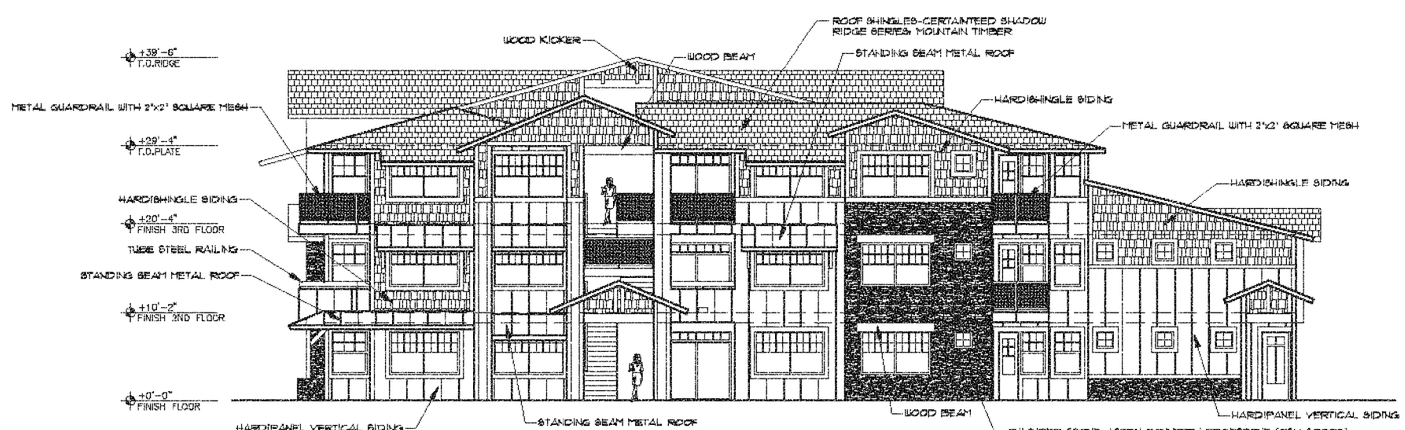
REAR ELEVATION

Scale: 1/8" = 1'-0"



RIGHT SIDE ELEVATION

Scale: 1/8" = 1'-0"

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Trailside

PROPOSED ADDRESS
800 W. UNIVERSITY
HEIGHTS DRIVE

Flagstaff, AZ.

ELEVATIONS

Scale: 1/8" = 1'-0"

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CHECKED BY:
PROJECT NO.
DATE: 7-10-2013
REVISED NO.

A10.1

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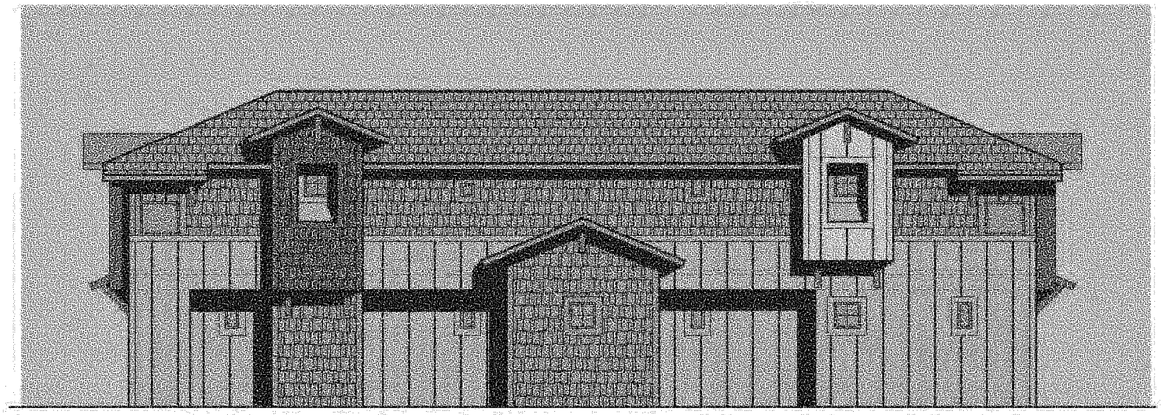
LARRY R. NIEMIEC
ARIZONA
7/10/13
Expires: 06/30/15

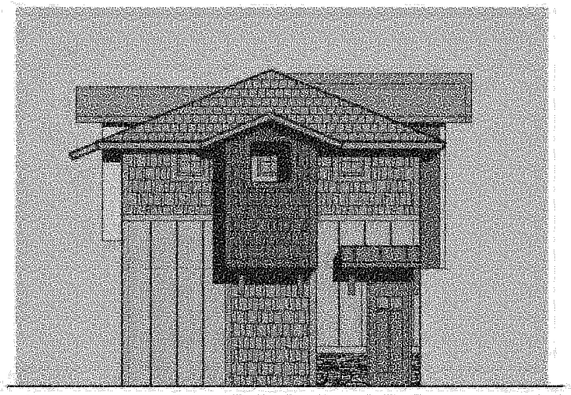
FRONT ELEVATION

Scale: 3/16" = 1'0"



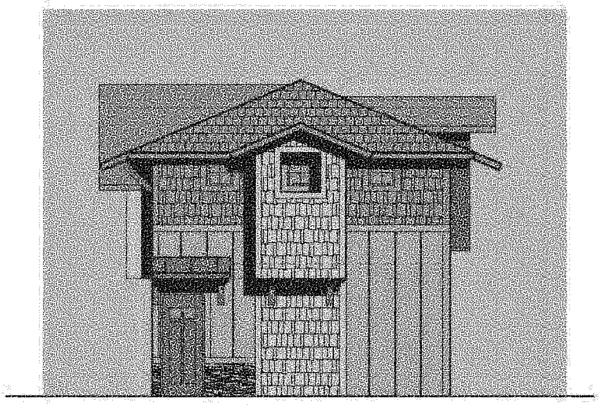
REAR ELEVATION

Scale: 3/16" = 1'0"



LEFT SIDE ELEVATION

Scale: 3/16" = 1'0"



RIGHT SIDE ELEVATION

Scale: 3/16" = 1'0"

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Trailside

PROPOSED ADDRESS
800 W. UNIVERSITY
HEIGHTS DRIVE

Flagstaff, AZ

ELEVATIONS

Scale: 3/16" = 1'-0"

A-11

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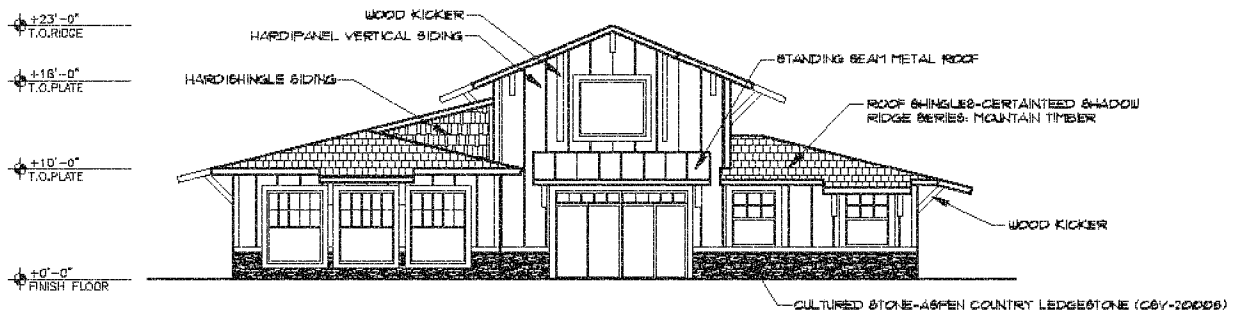
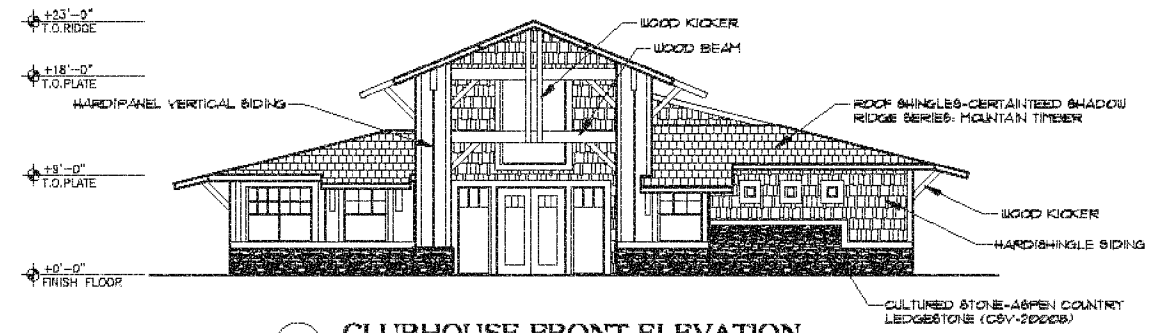
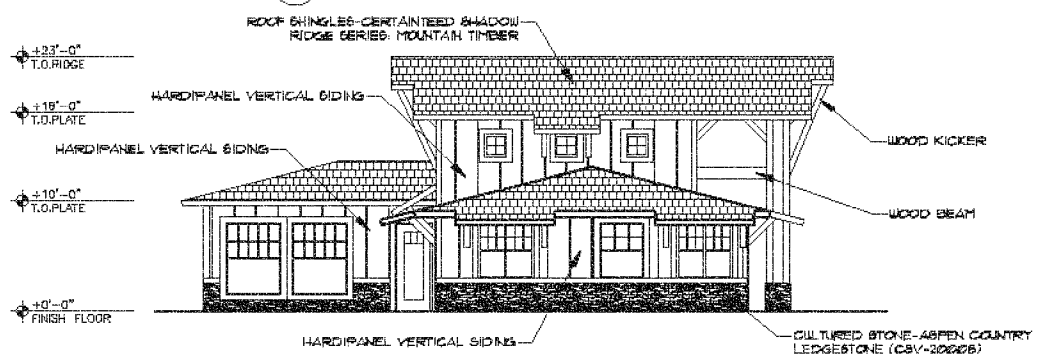


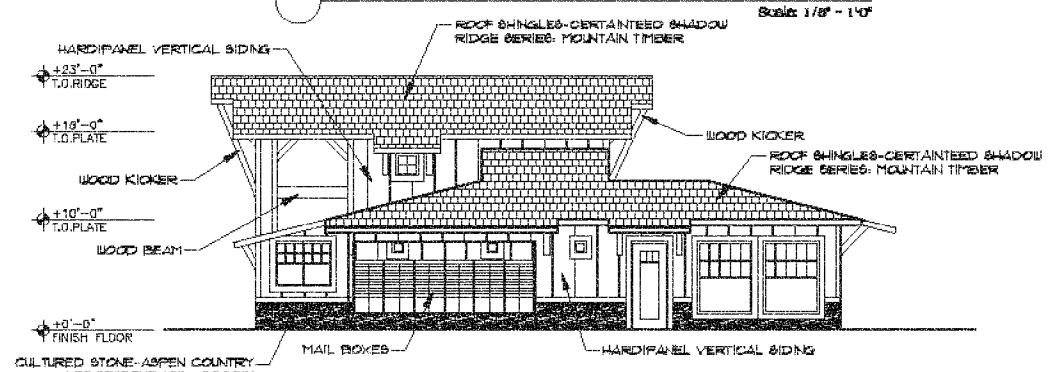
CLUBHOUSE REAR ELEVATION
Scale: 1/8" = 1'-0"



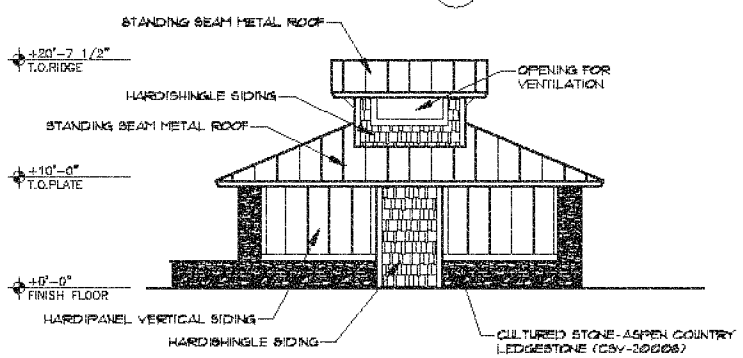
CLUBHOUSE FRONT ELEVATION
Scale: 1/8" = 1'-0"



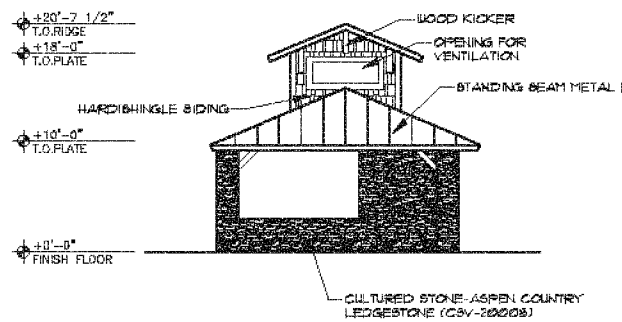
CLUBHOUSE LEFT ELEVATION
Scale: 1/8" = 1'-0"



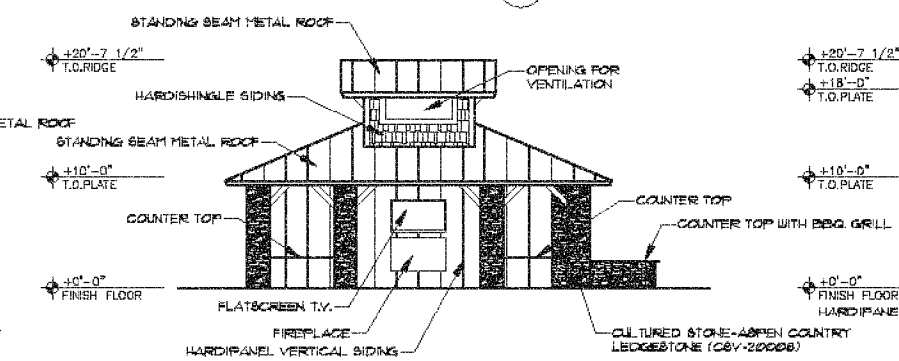
CLUBHOUSE RIGHT ELEVATION
Scale: 1/8" = 1'-0"



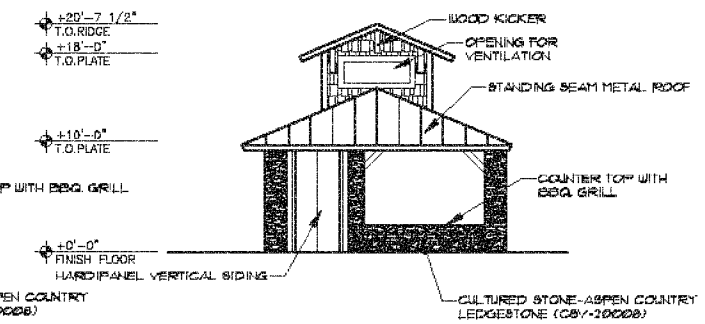
CABANA REAR ELEVATION
Scale: 1/8" = 1'-0"



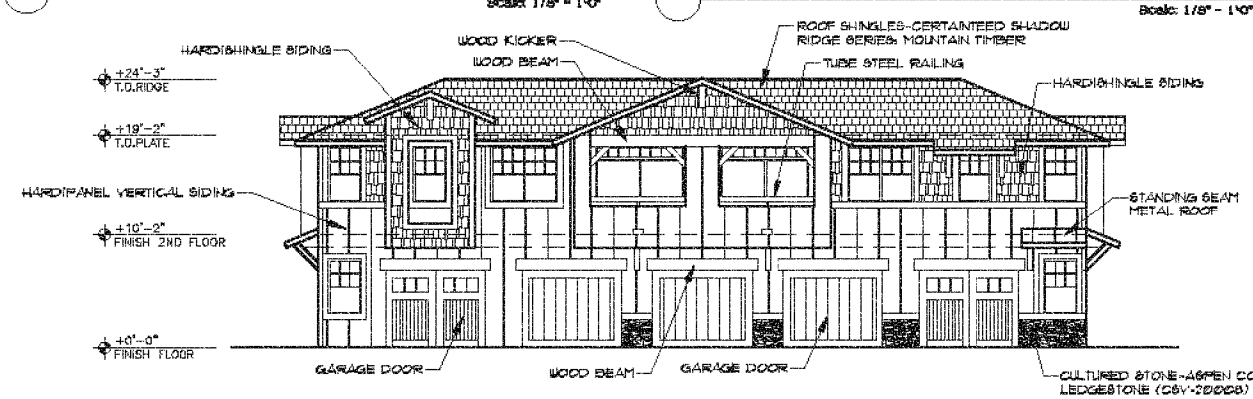
CABANA LEFT ELEVATION
Scale: 1/8" = 1'-0"



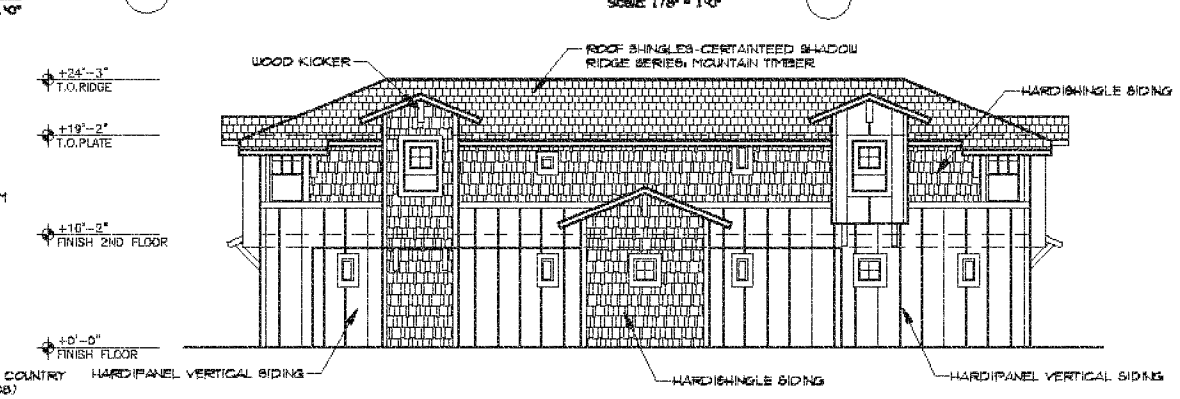
CABANA FRONT ELEVATION
Scale: 1/8" = 1'-0"



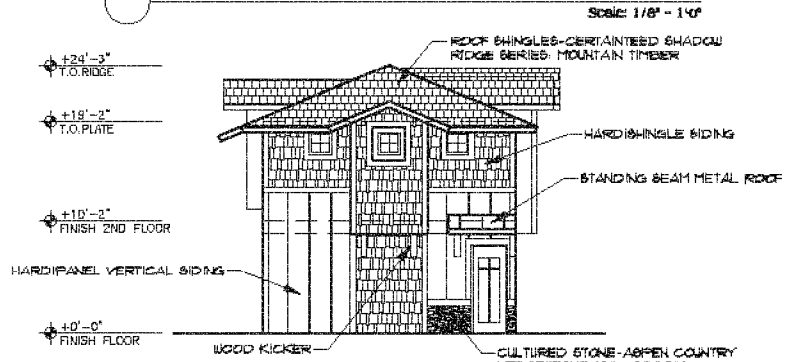
CABANA RIGHT ELEVATION
Scale: 1/8" = 1'-0"



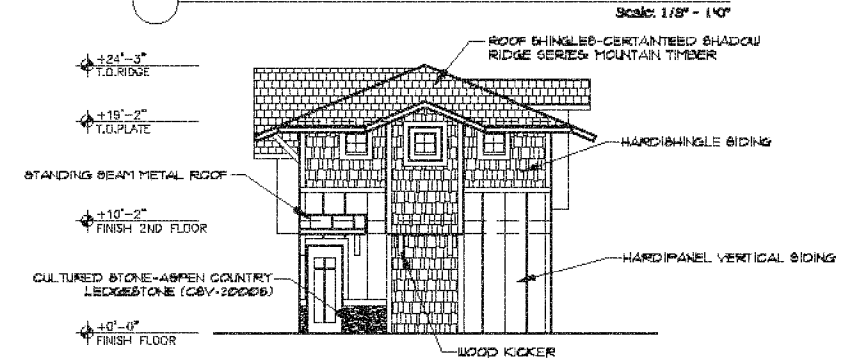
CARRIAGE BLDG. FRONT ELEVATION
Scale: 1/8" = 1'-0"



CARRIAGE BLDG. REAR ELEVATION
Scale: 1/8" = 1'-0"



CARRIAGE BLDG. LEFT ELEVATION
Scale: 1/8" = 1'-0"



CARRIAGE BLDG. RIGHT ELEVATION
Scale: 1/8" = 1'-0"

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Trailside

PROPOSED ADDRESS
600 W. UNIVERSITY HEIGHTS DRIVE
Flagstaff, AZ

ELEVATIONS
Scale: 1/8" = 1'-0"

DRAWN BY: MA
CHECKED BY:
PROJECT NO.
DATE: 1-16-2015
SHEET NO.

A11.1

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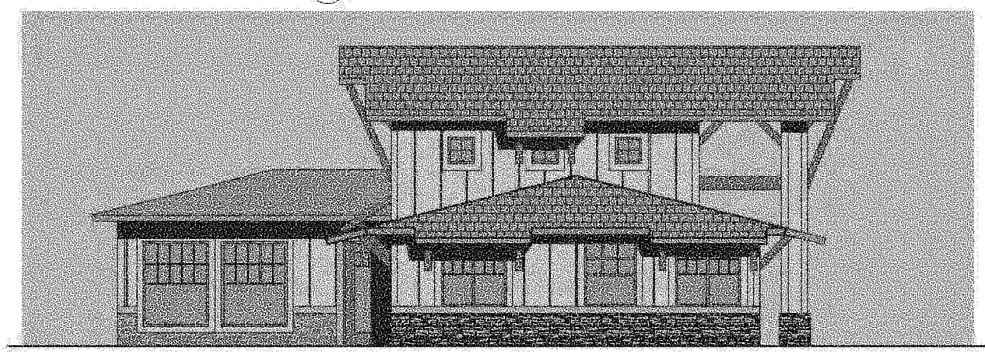
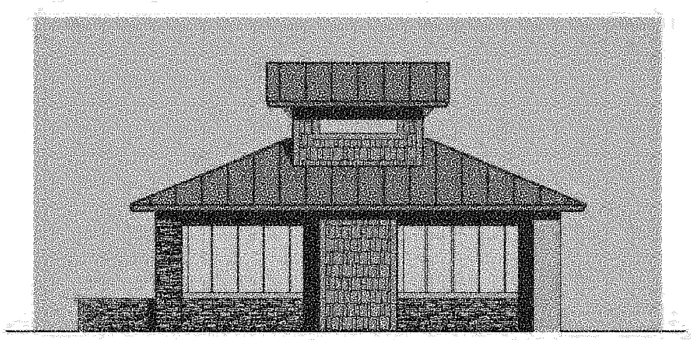
CLUBHOUSE REAR ELEVATION
Scale: 3/16" = 1'-0"

CLUBHOUSE FRONT ELEVATION
Scale: 3/16" = 1'-0"

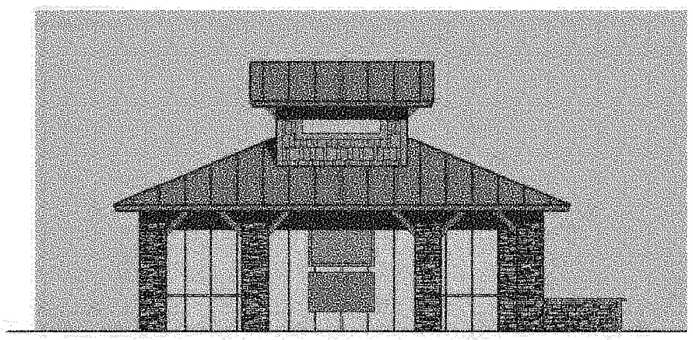


CLUBHOUSE LEFT ELEVATION
Scale: 3/16" = 1'-0"

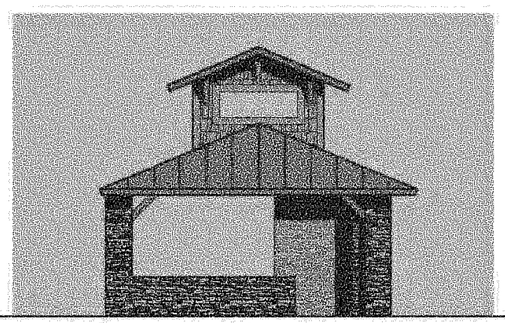
CLUBHOUSE RIGHT ELEVATION
Scale: 3/16" = 1'-0"



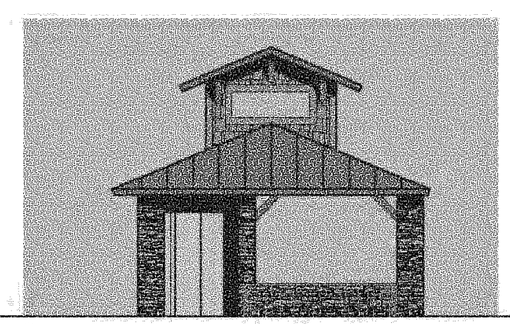
CABANA REAR ELEVATION
Scale: 3/16" = 1'-0"



CABANA FRONT ELEVATION
Scale: 3/16" = 1'-0"



CABANA LEFT ELEVATION
Scale: 3/16" = 1'-0"



CABANA RIGHT ELEVATION
Scale: 3/16" = 1'-0"

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Trailside

PROPOSED ADDRESS
600 W. UNIVERSITY
HEIGHTS DRIVE

Flagstaff, AZ

ELEVATIONS
Scale: 3/16" = 1'-0"

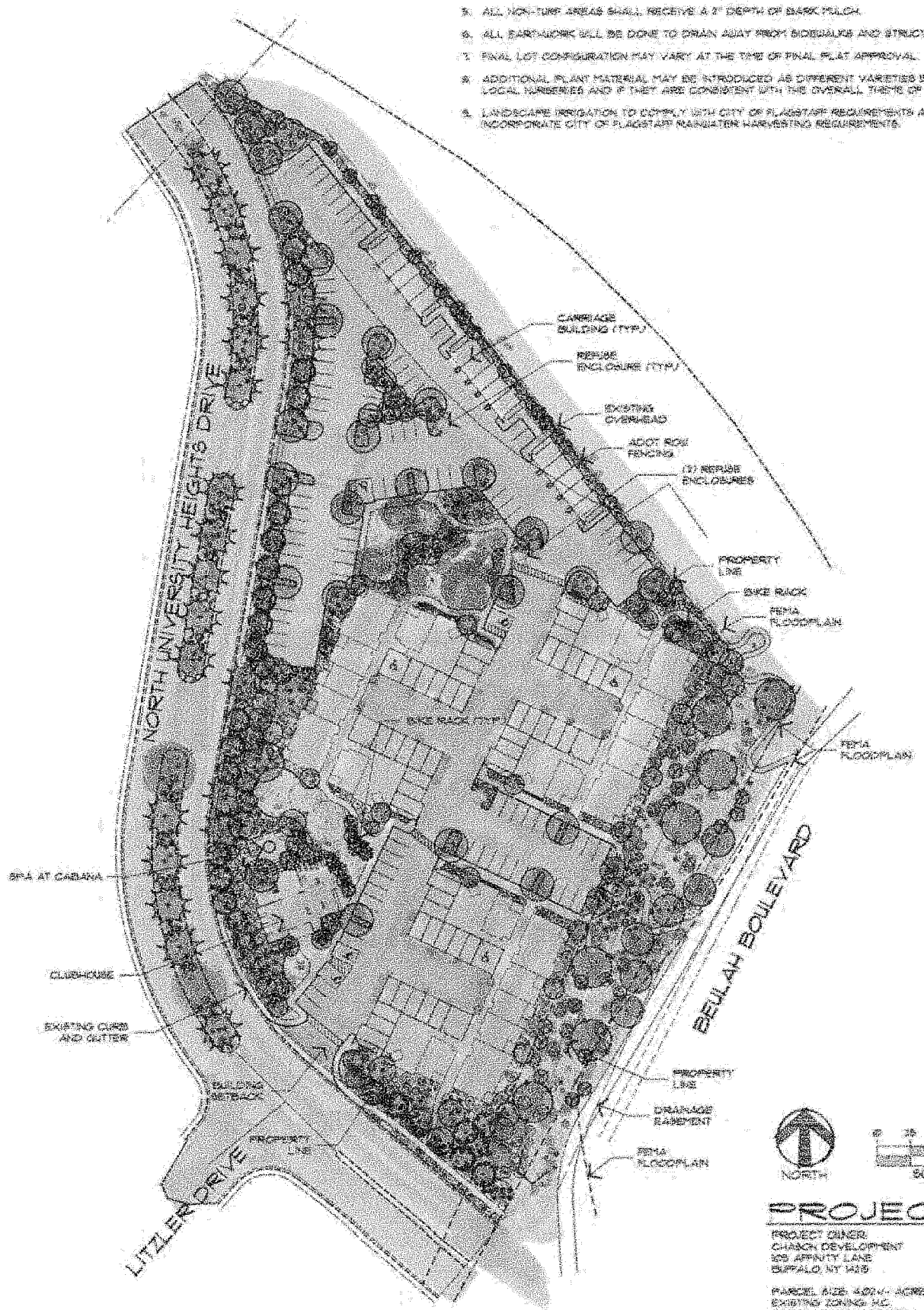
DRAWN BY: BG
CHECKED BY:
PROJECT NO.
DATE: 1-16-2015
SUBMITTAL NO.

A-12

L.R. Niemiec Architects
L.R. NIEMIEC ARCHITECTS/PLANNERS, INC. • 8585 EAST HARTFORD DRIVE, SUITE 115•SCOTTSDALE ARIZONA 85255 • (480) 998-7576

CONCEPTUAL GENERAL NOTES

1. CONCEPTUAL LANDSCAPE PLAN IS SCHEMATIC IN NATURE. AT THE TIME OF LANDSCAPE CONSTRUCTION DRAWINGS ACTUAL LOCATIONS, QUANTITIES, SIZES, AND SPECIES SHALL BE DETERMINED AND WILL BE PER CITY CODES.
2. ALL TREES USED WITHIN THIS PROJECT SHALL BE NURSERY GROWN OR ARE TO REMAIN IN PLACE. EXACT LOCATIONS AND QUANTITIES SHALL BE DETERMINED ON LANDSCAPE CONSTRUCTION DRAWINGS.
3. ALL LANDSCAPE AREAS SHALL RECEIVE AN AUTOMATIC IRRIGATION SYSTEM.
4. ALL PLANT MATERIAL SHALL BE INSTALLED PER CITY REQUIREMENTS. PLANT MATERIAL INSTALLED WITHIN SIGHT DISTANCE TRIANGLES SHALL BE OF A SPECIES THAT DOES NOT GROW TO A HEIGHT OF MORE THAN 30" AND SHALL BE MAINTAINED PER CITY REQUIREMENTS.
5. ALL NON-TURF AREAS SHALL RECEIVE A 2" DEPTH OF BARK MULCH.
6. ALL EARTHWORK WILL BE DONE TO DRAIN AWAY FROM SIDEWALKS AND STRUCTURES.
7. FINAL LOT CONFIGURATION MAY VARY AT THE TIME OF FINAL PLAT APPROVAL.
8. ADDITIONAL PLANT MATERIAL MAY BE INTRODUCED AS DIFFERENT VARIETIES BECOME AVAILABLE THROUGH LOCAL NURSERIES AND IF THEY ARE CONSISTENT WITH THE OVERALL THEME OF THIS PROJECT.
9. LANDSCAPE IRRIGATION TO COMPLY WITH CITY OF FLAGSTAFF REQUIREMENTS AND BE DESIGNED TO INCORPORATE CITY OF FLAGSTAFF RAINWATER HARVESTING REQUIREMENTS.



PROJECT DATA

PROJECT OWNER:
CHASCH DEVELOPMENT
105 AFFINITY LANE
BUFFALO, NY 1428

PARCEL SIZE: 4.00+/- ACRES
EXISTING ZONING: HC
ONSITE LANDSCAPE AREA: 17,000 SF, 1.66+/- ACRE
LANDSCAPE COVERAGE: 25%
RAINWATER HARVESTING REQUIREMENT: 36,120 GALLONS

MASTER PLANT SCHEDULE

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY.	COMMENTS
	TREES (DECIDUOUS)				
	Acer x freemanii	Freeman Maple	2" Cal. Min.	43	Standard-trunk, Dense Canopy
	Betula occidentalis	River Birch	2" Cal. Min.	47	Standard-trunk, Dense Canopy
	Cercis occidentalis	Western Redbud	2" Cal. Min.	79	Standard-trunk, Dense Canopy
	Malus species	Flowering Crabapple	2" Cal. Min.	10	Standard-trunk, Dense Canopy
	Platanus wrightii	Arizona Sycamore	2" Cal. Min. 36" Box Min.	8	Standard-trunk, Dense Canopy
	Populus tremuloides	Quaking Aspen	1" Cal. Min. 15 Gal. Min.	23	Standard-trunk, Dense Canopy
	TREES (EVERGREEN)				
	Picea abies	Norway Spruce	2" Cal. Min.	21	Standard-trunk, Dense Canopy
	Pinus ponderosa	Ponderosa Pine	2" Cal. Min. 24" Box Min.	10	Standard-trunk, Dense Canopy
	Pseudotsuga menziesii	Rocky Mountain Douglas Fir	2" Cal. Min. 24" Box Min.	20	Standard-trunk, Dense Canopy
	SHRUBS (DECIDUOUS)				
	Artemisia ludoviciana	Prairie Sage	1 Gal.	107	As Per Plan
	Berberis thunbergii	Japanese Barberry	5 Gal.	16	As Per Plan
	Cercocarpus species	Mountain Mahogany	5 Gal.	32	As Per Plan
	Cornus stolonifera	Red Twig Dogwood	5 Gal.	67	As Per Plan
	Cotoneaster dielsianus	Spreading Cotoneaster	5 Gal.	54	As Per Plan
	Euonymus alatus 'Compacta'	Dwarf Burning Bush	5 Gal.	28	As Per Plan
	Potentilla fruticosa	Potentilla	5 Gal.	73	As Per Plan
	Ribes aureum	Golden Currant	5 Gal.	7	As Per Plan
	Spiraea species	Spirea	5 Gal.	12	As Per Plan
	SHRUBS (EVERGREEN)				
	Arctostaphylos species	Manzanita	5 Gal.	49	As Per Plan
	Mahonia aquifolium	Oregon Grape Holly	5 Gal.	101	As Per Plan
	Pinus mugo	Mugo Pine	5 Gal.	42	As Per Plan
	Yucca baccata	Banana Yucca	5-Gal.	31	As Per Plan
	GROUNDCOVERS				
	Arctostaphylos uva-ursi	Kinnikinnick	1 Gal.	78	As Per Plan
	Juniperus horizontalis	Juniper	1 Gal.	92	As Per Plan
	Lonicera japonica 'Halliana'	Hall's Honeysuckle	1 Gal.	84	As Per Plan
	Teucrium chamaedrys	Germander	1 Gal.	190	As Per Plan
	VINES				
	Hedera species	Ivy	5 Gal.	14	Trained to Structure
	Lonicera japonica 'Halliana'	Hall's Honeysuckle	5 Gal.	8	Trained to Structure
	GRASSES				
	Bouteloua gracilis	Blue Grama	5 Gal.	93	As Per Plan
	Festuca glauca	Blue Fescue	5 Gal.	46	As Per Plan
	Muhlenbergia rigens	Deer Grass	5 Gal.	175	As Per Plan
	MISCELLANEOUS				
	SEASONAL ANNUALS		4" POTS	3600	PLANTED 8" O.C.

BARK MULCH - DARK FOREST BROWN OR EQUAL-2" DEPTH IN ALL SPECIFIED PLANTING AREAS (TYP.) - 46,600 SQ.FT.
TURF - (75% KENTUCKY BLUE, 15% FESCUE, 10% RYE) - 1,575 SQ.FT. WITH 4" EXTRUDED CONCRETE HEADER - 480 LF.
NATIVE GRASS AND WILDFLOWER SEED MIX - 36,280 SQ.FT. (REFERENCE NATIVE GRASS & WILDFLOWER SEED MIX MATRIX)
SURFACE SELECT BOULDERS

GRASS & WILDFLOWER MIX

LBS/AC.	BOTANICAL NAME	COMMON NAME
3	*Bouteloua curtipendula*	Sideoats Grama
3	*Elymus species*	Jasper Fleabane
1	*Festuca arizonica*	Arizona Fescue
2	*Hilaria jamesii*	Galleta Grass
3	*Lupinus argenteus*	Silvery Lupine
3	*Oryzopsis hymenoides*	Indian Ricegrass
3	*Penstemon palmeri*	Palmers Penstemon
1	*Sphenopsis obtusata*	Blunt-leaved Squirrel Tail
2	*Stipa comata*	Needle and Thread Grass

SEEDING RATE: 15 LBS / ACRE

PLANT QUANTITY SCHEDULE

LOCATION	TREES (ON AVERAGE)	SHRUBS (ON AVERAGE)	GROUNDCOVER (ON AVERAGE)
STREET BUFFER	1 PER 25 L.F.	2 PER TREE	2 PER TREE
UNIVERSITY HEIGHTS DR.			
REQUIRED	38	76	76
PROVIDED	38	108 (+71)	124 (+48)
BEULAH BOULEVARD			
REQUIRED	17	34	34
PROVIDED	21 (+4)	50 (+16)	34
PERIPHERAL BUFFER	1 PER 25 L.F.	2 PER TREE	2 PER TREE
REQUIRED	25	50	50
PROVIDED	26 (+1)	58 (+8)	58
PARKING AREA	2 PER 8 SPACES	2 PER TREE	2 PER TREE
REQUIRED	29	58	58
PROVIDED	30 (+1)	61 (+3)	58 (-3)
PARKING LOT SCREEN	NOT REQUIRED	3 PER SPACE	NOT REQUIRED
REQUIRED	-	87	
PROVIDED	-	94 (+7)	
BUILDING FOUNDATION	1 PER 25 L.F.	2 PER TREE	2 PER TREE
REQUIRED	61	122	122
PROVIDED	63 (+2)	216 (+94)	119 (-3)

PARKING ISLAND REQUIREMENTS

REQUIRED LANDSCAPE AREA CALCULATION	REQUIRED (SQ. FT.)	PROVIDED (SQ. FT.)
94 (PARKING SPACES) X 50 (SQ. FT. OF LANDSCAPE REQUIRED PER SPACE) - 10% (PER AFFORDABLE HOUSING INCENTIVE LANDSCAPE STANDARDS REDUCTION)	3,078	3,38

COLLABORATIVE DESIGN STUDIO

COLLABORATIVE V
DESIGN STUDIO INC.
7115 EAST 1ST AVE.
SUITE 103
SCOTTSDALE, ARIZONA
85251
OFFICE: 480-547-0590
FAX: 480-556-8013

EXPIRES 06/30/2018

PRELIMINARY
NOT FOR CONSTRUCTION

LANDSCAPE IMPROVEMENTS
TRAILSIDE APARTMENTS
Flagstaff, Arizona

Preliminary Landscape Plan

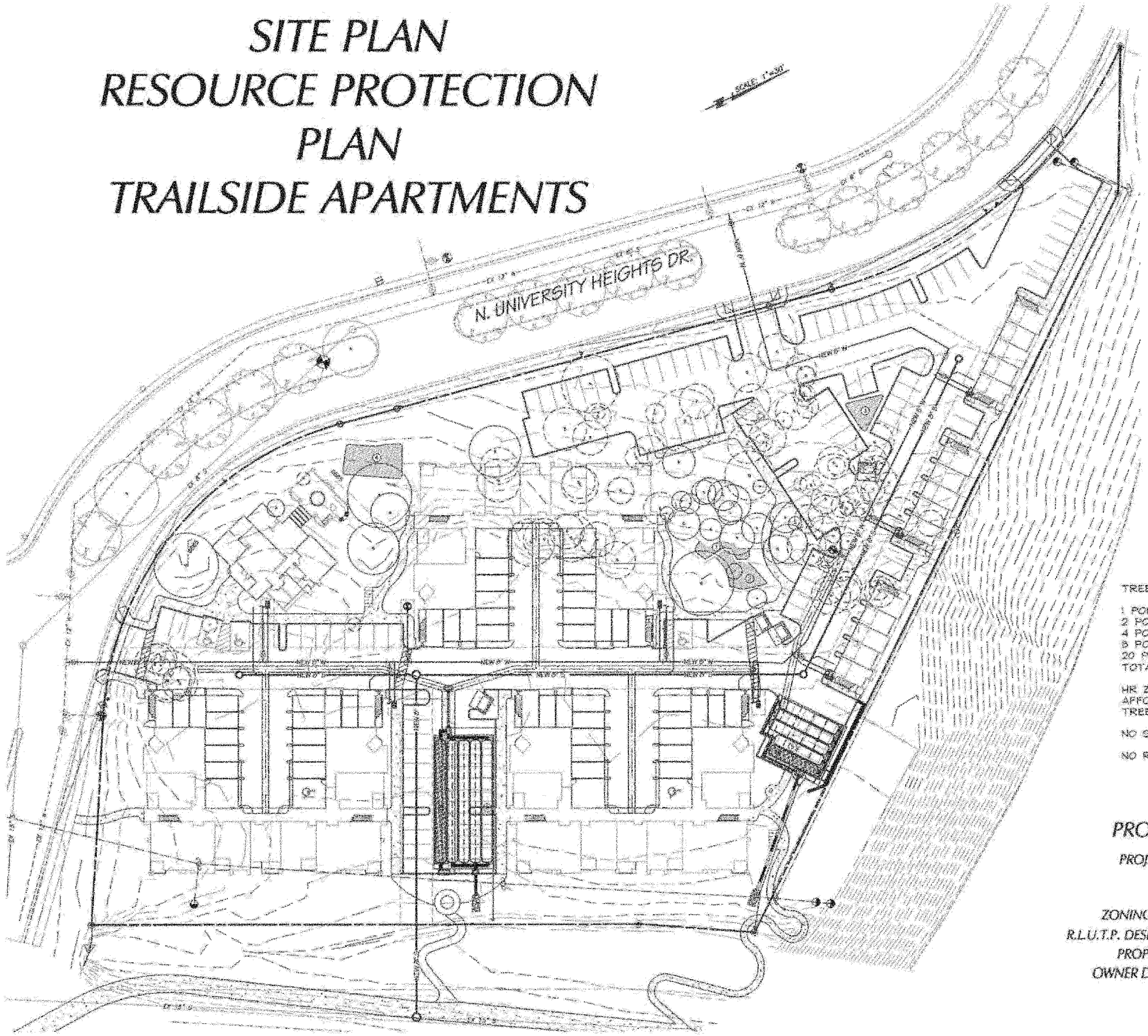
DRAWN BY:	PVSH
DESIGNED BY:	BH / SH
REVIEWED BY:	PV / MD
DATE:	January 29, 2018
REVISIONS:	August 14, 2018
	2nd City Review

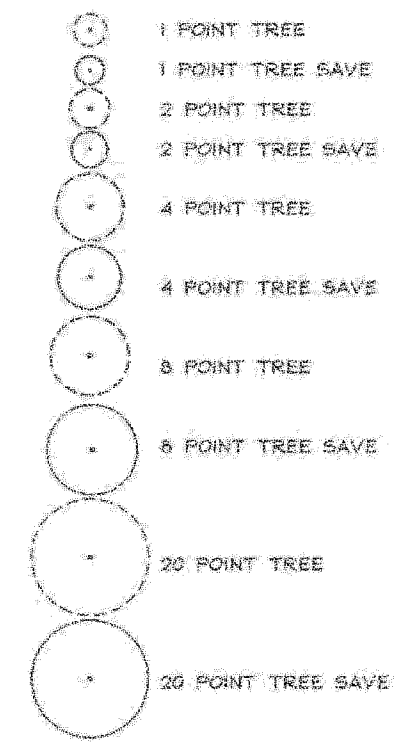
Trailside Apartments
Landscape Concept

LS-1

1 of 1

SITE PLAN
RESOURCE PROTECTION PLAN
TRAILSIDE APARTMENTS





TREE RESOURCE CALCULATIONS

1 POINT TREES 29 TOTAL= 29 POINTS SAVE 5= 5 POINTS
2 POINT TREES 28 TOTAL= 56 POINTS SAVE 7= 14 POINTS
4 POINT TREES 35 TOTAL= 140 POINTS SAVE 8= 32 POINTS
8 POINT TREES 21 TOTAL= 168 POINTS SAVE 3= 24 POINTS
20 POINT TREES 5 TOTAL= 100 POINTS SAVE 3= 60 POINTS
TOTAL POINTS = 489 TOTAL SAVE POINTS = 135 (27.61%)

HR ZONE REQUIRES 50% TREE RESOURCE PROTECTION
AFFORDABLE HOUSING INCENTIVE IS 45% REDUCTION = 27.5%
TREE RESOURCE PROTECTION

NO SLOPE RESOURCES LOCATED ON SITE

NO RURAL OR URBAN FLOODPLAIN RESOURCES ON SITE

PROJECT INFORMATION

PROJECT NAME: TRAILSIDE APARTMENTS
ADDRESS: 600, 700, & 800 W. UNIVERSITY HEIGHTS DR.
APN: 112-20-013A, 014B, & 015B
ZONING DISTRICT: HR
R.L.U.T.P. DESIGNATION: HIGH DENSITY RESIDENTIAL
PROPOSED USE: APARTMENTS
OWNER DEVELOPER: CHASON DEVELOPMENT
105 AFFINITY LANE
BUFFALO, NY 14215
(716) 833-1000

SHEET NO. 1 OF 1

COF PROJECT #

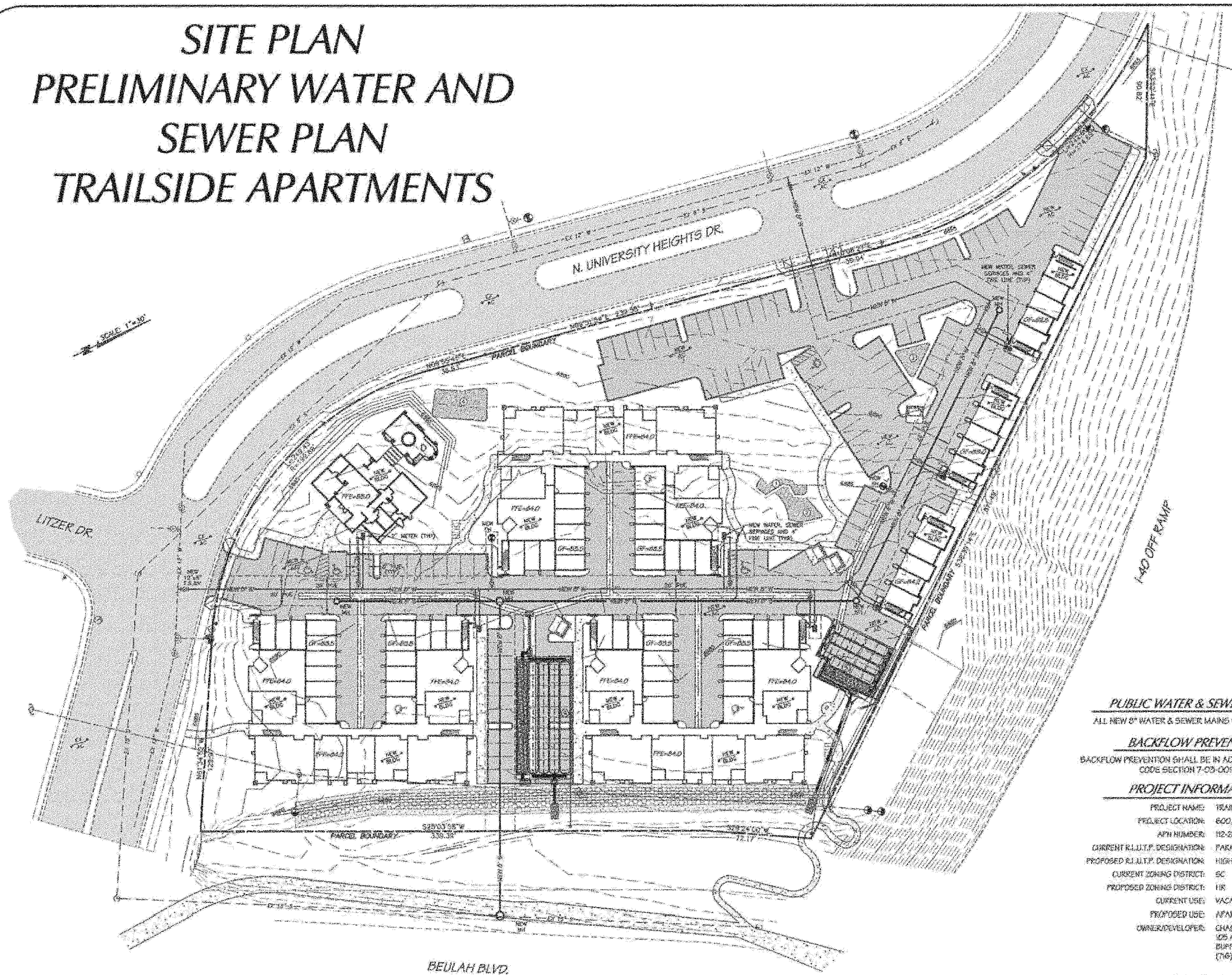
Mogollon Inc
ENGINEERING & SURVEYING
411 N Santa Fe Avenue, Flagstaff, AZ 86001
P.O. Box 1162, Flagstaff, AZ 86002
Phone: 928-774-1214 • Fax: 928-773-0758

TRAILSIDE APARTMENTS
NATURAL RESOURCE PROTECTION PLAN

8/15/13
MESH 12965

DATE: 8/15/13
PROJECT NO. 12965
REVISION: COF comments 9/9/13
DESIGNED BY:
FN: TREE-RESOURCES.DWG
DRAWN BY:
VERT SCALE: N/A
HOR SCALE: 1"=30'
CHECKED BY:

SITE PLAN
PRELIMINARY WATER AND SEWER PLAN
TRAILSIDE APARTMENTS



PUBLIC WATER & SEWER MAINS

ALL NEW 8" WATER & SEWER MAINS SHALL BE PUBLIC.

BACKFLOW PREVENTION

BACKFLOW PREVENTION SHALL BE IN ACCORDANCE WITH CITY CODE SECTION 7-03-001-0015

PROJECT INFORMATION

PROJECT NAME:	TRAILSIDE APARTMENTS
PROJECT LOCATION:	600, 700, & 800 W. UNIVERSITY HEIGHTS DR.
APN NUMBER:	112-20-013A, 014B, & 015B
CURRENT R.L.U.T.P. DESIGNATION:	PARKS
PROPOSED R.L.U.T.P. DESIGNATION:	HIGH DENSITY RESIDENTIAL
CURRENT ZONING DISTRICT:	SC
PROPOSED ZONING DISTRICT:	HR
CURRENT USE:	VACANT
PROPOSED USE:	APARTMENTS
OWNER/DEVELOPER:	CHASOK DEVELOPMENT 105 AFFINITY LANE BUFFALO, NY 14215 (716) 833-1000

SHEET NO. 1 OF 1

COF PROJECT #

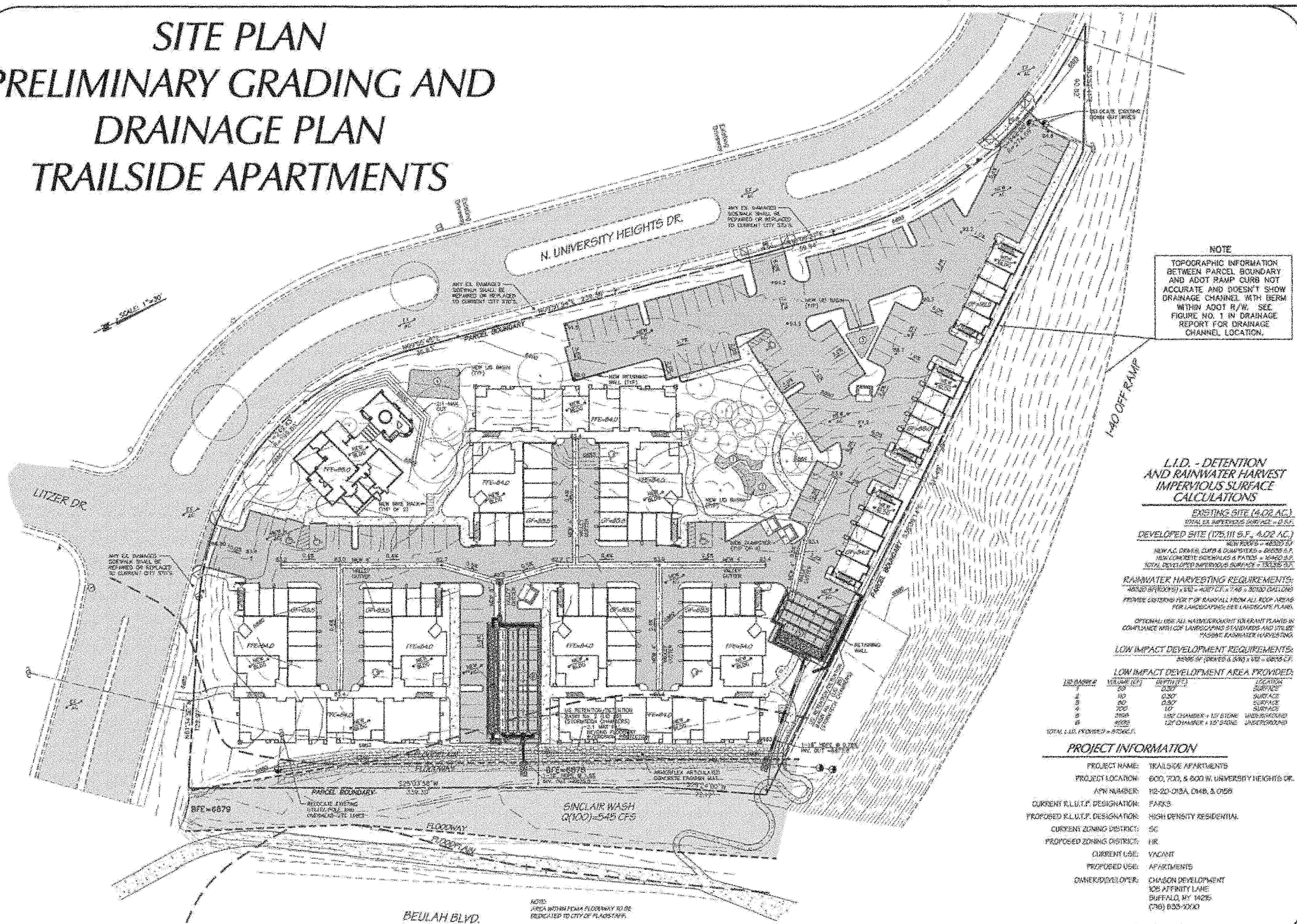
Mogollon Inc
ENGINEERING & SURVEYING
411 N Santa Fe Avenue, Flagstaff, Az. 86001
P.O. Box 1463, Flagstaff, Az. 86002
Phone: 928-214-0214 • Fax: 928-913-0215

TRAILSIDE APARTMENTS
PRELIMINARY
UNDERGROUND UTILITIES

8/14/13
MESJ# 12465

DATE: 8/14/13
DESIGNED BY: RD/PMK
DRAWN BY: PMK
CHECKED BY: RD/PMK
SHEET NO. 1 OF 1
REVISED BY: PK HATZENBUHLER, DRG
REVISED PER C.O.F. COMMENTS DATED 9/23/13
FIELD BOOK NO.
HORIZ SCALE: N/A
VERT SCALE: N/A
HORZ SCALE 1"=30'

SITE PLAN
PRELIMINARY GRADING AND DRAINAGE PLAN
TRAILSIDE APARTMENTS



L.I.D. - DETENTION AND RAINWATER HARVEST IMPERVIOUS SURFACE CALCULATIONS

EXISTING SITE (4.02 AC.)
TOTAL EX. IMPERVIOUS SURFACE = 0 S.F.

DEVELOPED SITE (175,111 S.F., 4.02 AC.)
NEW ROOFS = 48300 S.F.
NEW A.C. DRIVES, CURB & DUMPSTERS = 88535 S.F.
NEW CONCRETE SIDEWALKS & PATIOS = 16460 S.F.
TOTAL DEVELOPED IMPERVIOUS SURFACE = 153295 S.F.

RAINWATER HARVESTING REQUIREMENTS:
48300 SF(1000/99) x 0.90 = 4087 C.F. x 7.48 = 30700 GALLONS

PROVIDE CISTERNS FOR 1" OF RAINFALL FROM ALL ROOF AREAS FOR LANDSCAPING. SEE LANDSCAPE PLANS.

OPTIONAL USE ALL NATIVE/DROUGHT TOLERANT PLANTS IN COMPLIANCE WITH COF LANDSCAPING STANDARDS AND UTILIZE PASSIVE RAINWATER HARVESTING.

LOW IMPACT DEVELOPMENT REQUIREMENTS:
88535 SF (DEVELD & 0.90) x 0.12 = 8853 C.F.

LOW IMPACT DEVELOPMENT AREA PROVIDED:

LID BASIN #	VOLUME (C.F.)	DEPTH (FT.)	LOCATION
1	23	0.30'	SURFACE
2	110	0.30'	SURFACE
3	110	0.30'	SURFACE
4	700	1.0'	SURFACE
5	2100	1.0' CHAMBER + 1.0' STONE	UNDERGROUND
6	4500	1.25' CHAMBER + 1.25' STONE	UNDERGROUND

TOTAL L.I.D. PROVIDED = 8753 C.F.

PROJECT INFORMATION

PROJECT NAME:	TRAILSIDE APARTMENTS
PROJECT LOCATION:	600, 700, & 800 W. UNIVERSITY HEIGHTS DR.
APN NUMBER:	112-20-013A, 014B, & 015B
CURRENT R.L.U.T.P. DESIGNATION:	PARKS
PROPOSED R.L.U.T.P. DESIGNATION:	HIGH DENSITY RESIDENTIAL
CURRENT ZONING DISTRICT:	SC
PROPOSED ZONING DISTRICT:	HR
CURRENT USE:	VACANT
PROPOSED USE:	APARTMENTS
OWNER/DEVELOPER:	CHASON DEVELOPMENT 105 AFFINITY LANE BUFFALO, NY 14215 (716) 835-1000

Mogollon Inc
ENGINEERING & SURVEYING
311 W. Santa Fe Avenue, Flagstaff, AZ 86001
P.O. Box 1921, Flagstaff, AZ 86002
Phone: 928-214-0014 • Fax: 928-213-0015

TRAILSIDE APARTMENTS
PRELIMINARY
GRADING & DRAINAGE

8/14/13
MESH #12966

DATE: 8/14/13
PROJECT NO. 12966
REVISIONS PER C.O.F. COMMENTS DATED 5/22/13
DESIGNED BY: MCAPHINE
TITL: GRADING DWG
DRAWN BY: THB
FIRST PLAN: N/A
CHECKED BY: MCAPHINE
USR SCALE: 1"=30'

SHEET NO. 1 OF 1

COF PROJECT #

LUMINAIRE SCHEDULE

Symbol	Label	Qty	Catalog Number	Description	Lamp	Lumens	LLF
	SP1	15	VISIONAIRE SUN-1 T4 55 3 1 RPM 32 SF120. BRONZE FINISH.	24"L. X 15"W. X 9"H. FULL CUTOFF POLE LUMINAIRE, TYPE 4. POLE MOUNT AT +20 FT. A.F.G.	(1) 65W LPS	7800	0.90
	SW1	20	LIGHTWAY WPRW-18 A L 18 7 239 CBU CBS 01. BRONZE FINISH.	TRAPEZOID AREA WALL LUMINAIRE W/ FLAT CLEAR GLASS LENS AT +12' A.F.G.	(1) 18W LPS	1800	0.90
	SW2	4	VISIONAIRE SUN-1 T3 55 3 1 WM 32 SF120. BRONZE FINISH.	24"L. X 15"W. X 9"H FULL CUTOFF WALL LUMINAIRE, TYPE 3. WALL MOUNT AT +15 FT. A.F.G.	(1) 65W LPS	7800	0.90
	SW3	12	LIGHTWAY MERW-812 A A 10 15 9 Z3 WGA. TEXTURED BRONZE FINISH.	WALL SCONCE WITH WHITE SMOOTH ACRYLIC DIFFUSER LENS. WALL MOUNT AT +8 FT. A.F.F.	(1) 13W CFL	900	0.75

ELECTRICAL SITE LIGHTING PLAN

SCALE: 1" = 40' - 0"

OUTDOOR LUMENS CALCULATION TABLE

Project Name : Trailside Apartments
Subject : Calculations per Flagstaff Lumen Cap

Lamp Type:
LPS - Low Pressure Sodium
HPS - High Pressure Sodium
MH - Metal Halide
CMH - Ceramic Metal Halide
FL - Linear Fluorescent

Lamp Type:
CFL - Compact Fluorescent
LED - Light Emitting Diode
INC - Incandescent
HAL - Halogen

Shielding Type:
F - Fully Shielded
U - Unshielded

Project Zone ---------- II
Lighting Class ---------- 2
Site Net Acre ---------- 4.02

Total Outdoor Lumens Allowed per Site Net Acre ---------- 50,000 X 4.02 = **201,000**
Total Outdoor Lumens Allowed for Unshielded Lights ---------- 5,500 X 4.02 = **22,110**
Total Outdoor Lumens Allowed for Non-LPS Lights ---------- 5,000 X 4.02 = **20,100**

Fixture Label & Description		Lamp Description Qty	Watts	Type	Initial Lumens & Shielding		Unit Qty	Sub-Total Lumens Shielded	Unshielded	Total Lumens
SITE										
PS1	20' Pole Light	1	55	LPS	7,800	F	15	117,000		117,000
SW1	Wall Pack	1	18	LPS	1,800	F	20	36,000		36,000
SW2	Wall Pack	1	55	LPS	7,800	F	4	31,200		31,200
SW3	Wall Sconce	1	13	CFL	900	F	12		10,800	10,800
								184,200	10,800	195,000

Lumens Used for New Shielded Lights	**184,200**
Lumens Used for New Unshielded Lights	**10,800**
Total Lumes Allowed for Unshielded Lights	**22,110**
Lumens Used for Non-LPS Lights	**10,800**
Total Lumes Allowed for Non-LPS Lights	**20,100**
Total Lumens Used for New Lights	**195,000**
Total Lumes Allowed per Site Net Acre	**201,000**
Total Lumens Used / Lumens Allowed Ratio for New Lights	**97%**

Rev.	Date:	Description:
1	-	
2	-	
3	-	
4	-	
5	-	

TRAILSIDE APARTMENTS

FLAGSTAFF, ARIZONA

ELECTRICAL SITE LIGHTING PLAN

Registered Professional Engineer (Electrical) CERTIFICATE NO. 10807 ANDREW C. PANOPIO Date Signed 07-17-13 ARIZONA U.S.A.
EXPIRES 12/31/15

NP ENGINEERING INC.
4115 N. 15TH AVE.
PHOENIX, AZ 85015
PH: (602) 265-1559 FAX: (602) 265-1605

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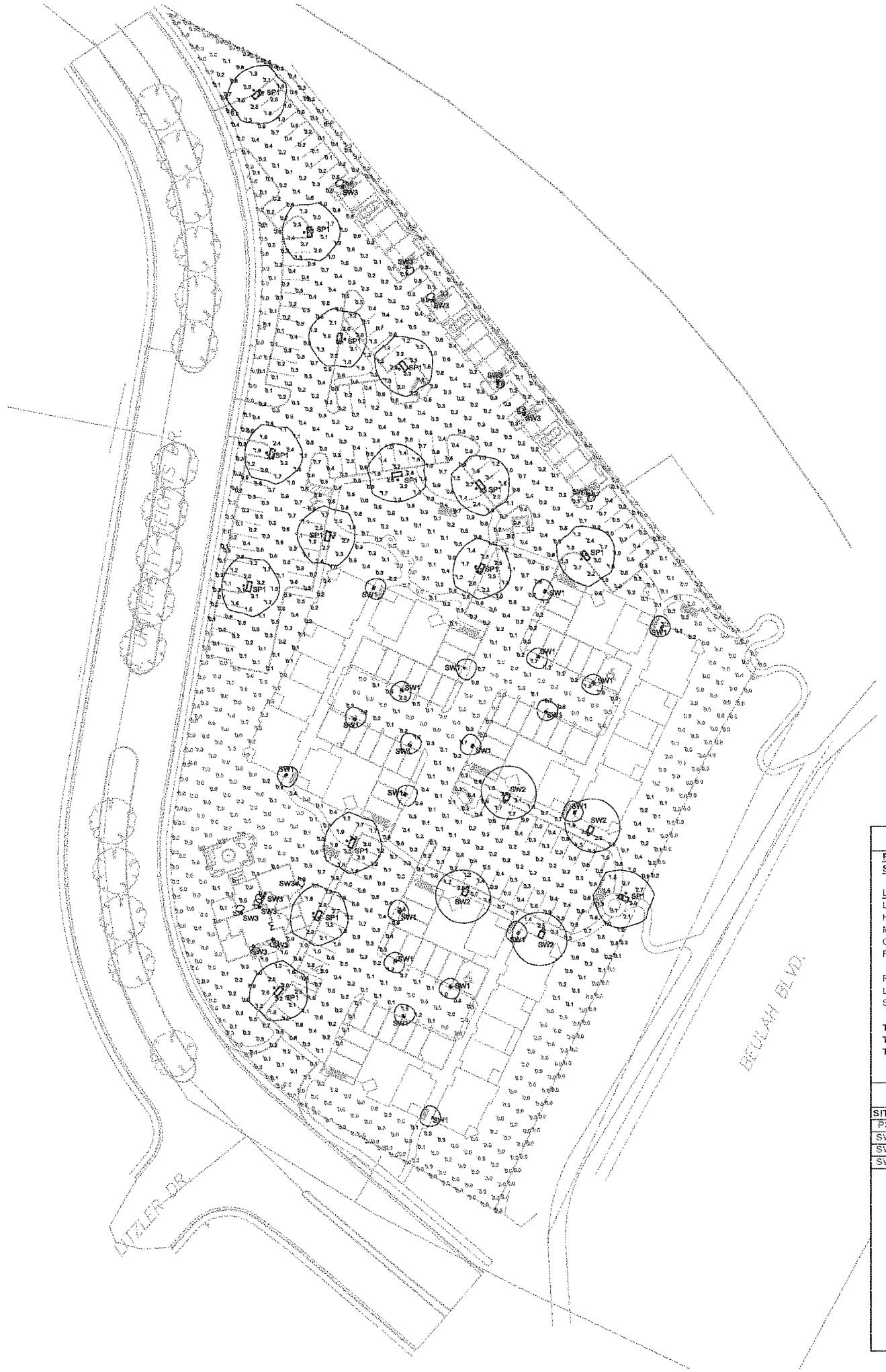
NP Proj. No: 13-015
Project Manager: RP
Drawn by: NPE
Date: 07-17-2013

E1

Sheet of



LUMINAIRE SCHEDULE

Symbol	Label	Qty	Catalog Number	Description	Lamp	Lumens	LLF
	SP1	15	VISIONAIRE SUN-1 T4 55 3 1 RPM 32 SF120. BRONZE FINISH.	24"L. X 15"W. X 9"H. FULL CUTOFF POLE LUMINAIRE, TYPE 4. POLE MOUNT AT +20 FT. A.F.G.	(1) 65W LPS	7800	0.90
	SW1	20	LIGHTWAY WPRW-18 A L 18 7 299 CEG CBS 01. BRONZE FINISH.	TRAPEZOID AREA WALL LUMINAIRE W/ FLAT CLEAR GLASS LENS AT +12' A.F.G.	(1) 18W LPS	1800	0.90
	SW2	4	VISIONAIRE SUN-1 T3 55 3 1 WM 92 SF120. BRONZE FINISH.	24"L. X 15"W. X 9"H FULL CUTOFF WALL LUMINAIRE, TYPE 3. WALL MOUNT AT +15 FT. A.F.G.	(1) 65W LPS	7800	0.90
	SW3	12	LIGHTWAY MERW-812 A A 10 15 9 Z3 WGA. TEXTURED BRONZE FINISH.	WALL SCONCE WITH WHITE SMOOTH ACRYLIC DIFFUSER LENS. WALL MOUNT AT +8 FT. A.F.F.	(1) 13W CFL	900	0.75

STATISTICS

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
1. Site Calcs	+	0.6 fc	3.5 fc	0.0 fc	N / A	N / A
2. Spill Light at Property Line at +6' A.F.G.	×	0.0 fc	0.5 fc	0.0 fc	N / A	N / A

ELECTRICAL SITE PHOTOMETRIC PLAN

SCALE: 1" = 40' - 0"

OUTDOOR LUMENS CALCULATION TABLE

Project Name : **Trailside Apartments**
Subject : **Calculations per Flagstaff Lumen Cap**

Lamp Type:
LPS - Low Pressure Sodium
HPS - High Pressure Sodium
MH - Metal Halide
CMH - Ceramic Metal Halide
FL - Linear Fluorescent

Lamp Type:
CFL - Compact Fluorescent
LED - Light Emitting Diode
INC - Incandescent
HAL - Halogen

Shielding Type:
F - Fully Shielded
U - Unshielded

Project Zone ---------- **II**
Lighting Class ---------- **2**
Site Net Acre ---------- **4.02**

Total Outdoor Lumens Allowed per Site Net Acre ---------- 50,000 X 4.02 = **201,000**
Total Outdoor Lumens Allowed for Unshielded Lights ---------- 5,500 X 4.02 = **22,110**
Total Outdoor Lumens Allowed for Non-LPS Lights ---------- 5,000 X 4.02 = **20,100**

Fixture Label & Description		Lamp Description Qty	Watts	Type	Initial Lumens & Shielding		Unit Qty	Sub-Total Lumens Shielded	Unshielded	Total Lumens
SITE										
PS1	20' Pole Light	1	55	LPS	7,800	F	15	117,000		117,000
SW1	Wall Pack	1	18	LPS	1,800	F	20	36,000		36,000
SW2	Wall Pack	1	55	LPS	7,800	F	4	31,200		31,200
SW3	Wall Sconce	1	13	CFL	900	F	12		10,800	10,800
								184,200	10,800	195,000

Lumens Used for New Shielded Lights	184,200
Lumens Used for New Unshielded Lights	10,800
Total Lumes Allowed for Unshielded Lights	22,110
Lumens Used for Non-LPS Lights	10,800
Total Lumes Allowed for Non-LPS Lights	20,100
Total Lumens Used for New Lights	195,000
Total Lumes Allowed per Site Net Acre	201,000
Total Lumens Used / Lumens Allowed Ratio for New Lights	97%

Rev.	Date:	Description:
△-		
△-		
△-		
△-		
△-		

TRAILSIDE APARTMENTS

FLAGSTAFF, ARIZONA

ELECTRICAL SITE PHOTOMETRIC PLAN

NP ENGINEERING INC.
4115 N. 15TH AVE.
PHOENIX, AZ 85015
PH: (602) 265-1559 FAX: (602) 265-1605

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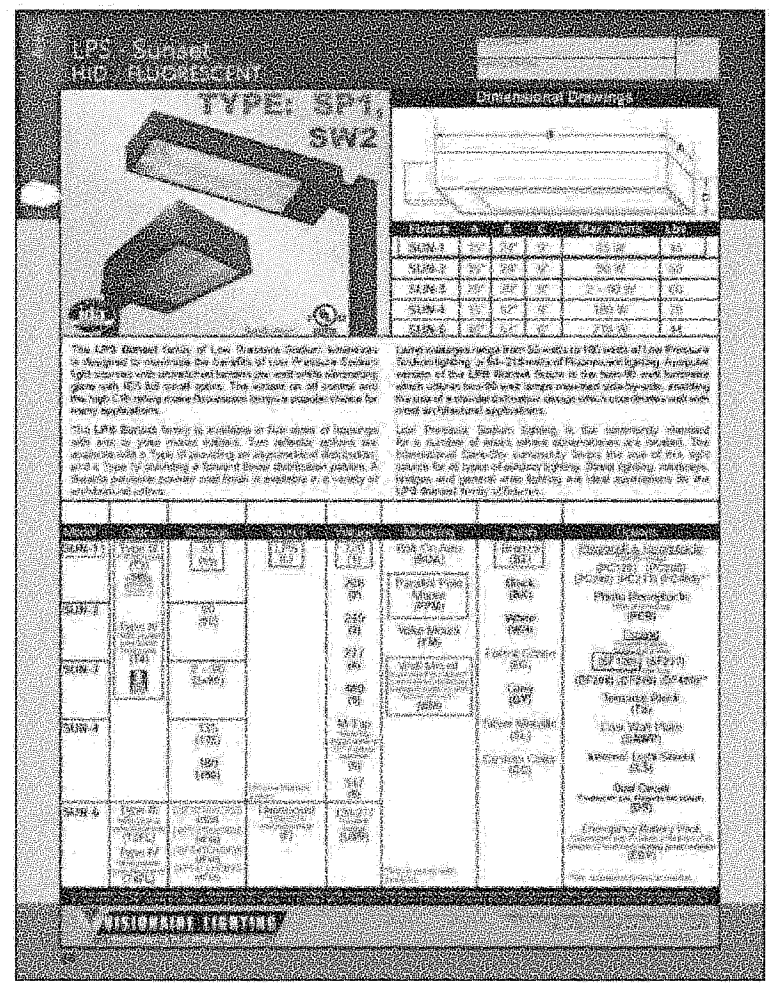
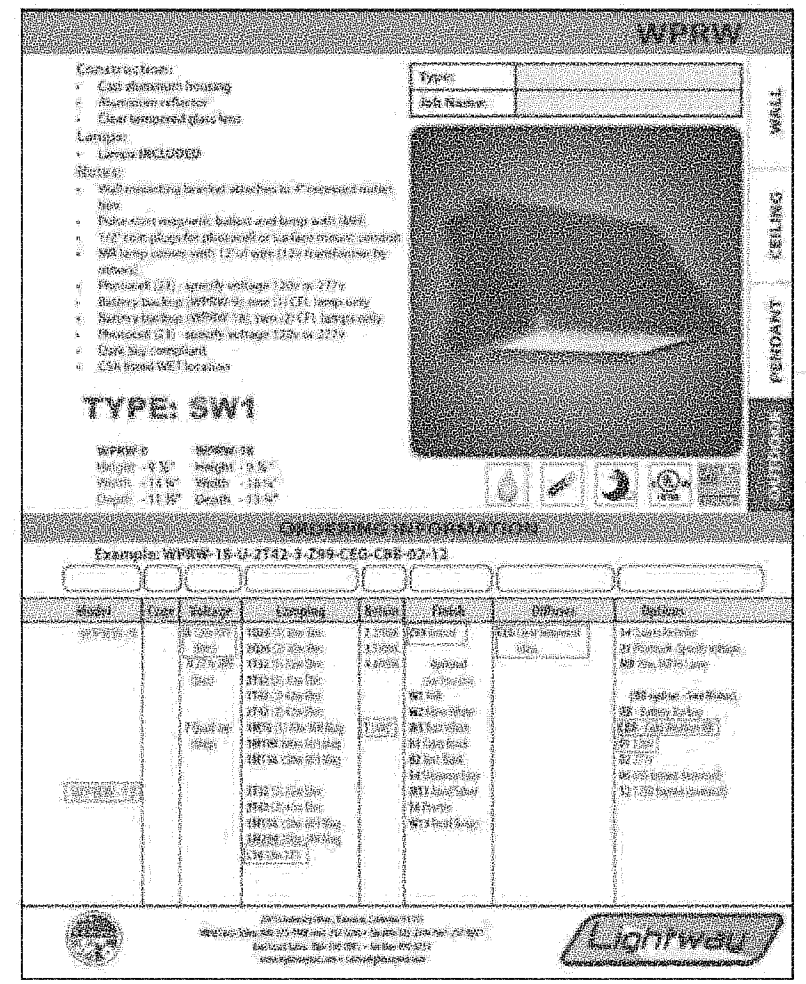
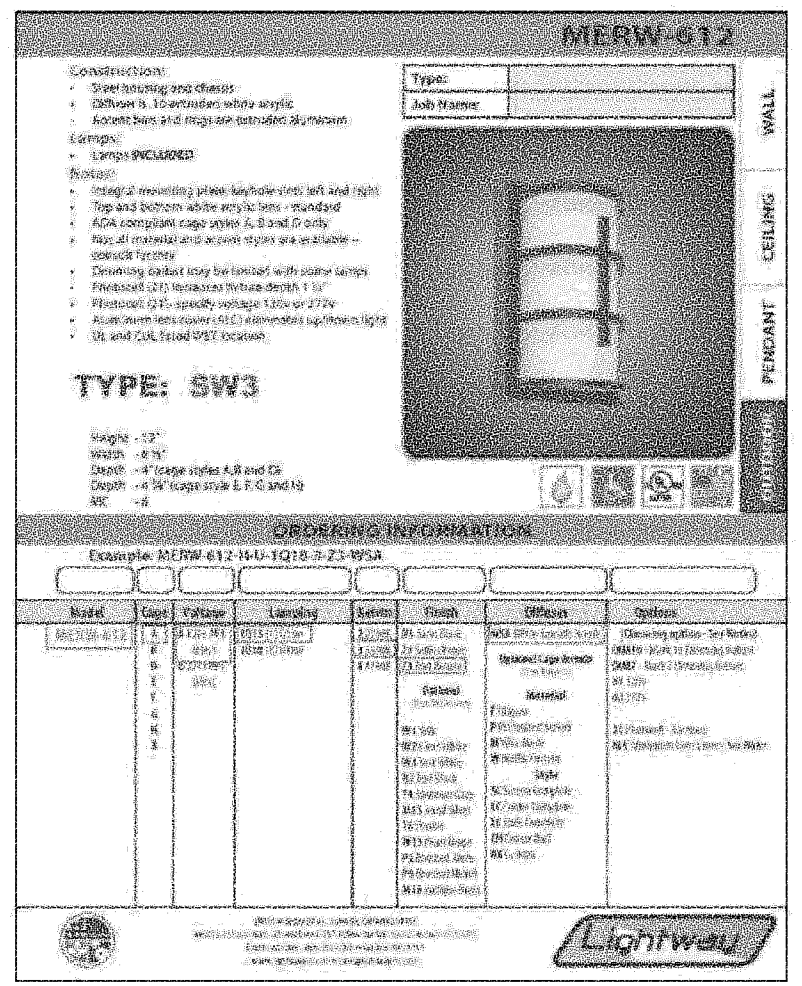
NP Proj. No: 13-015
Project Manager: RP
Drawn by: NPE
Date: 07-17-2013

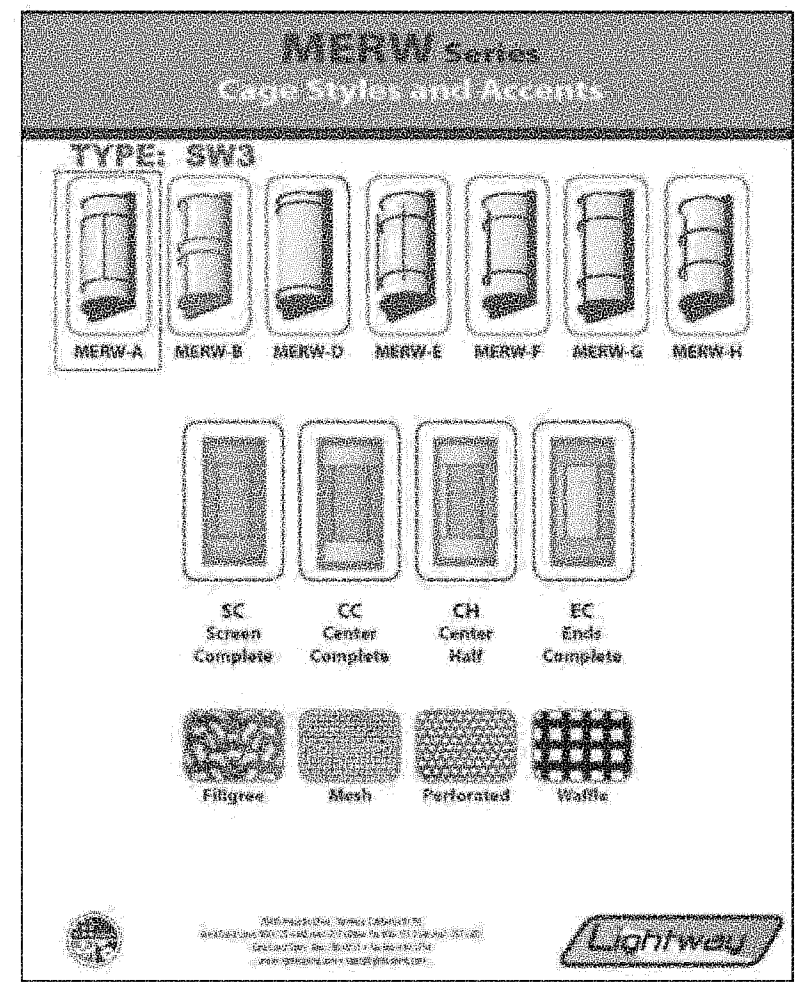
E2

Sheet of









Rev.	Date:	Description:
1	-	
2	-	
3	-	
4	-	
5	-	

TRAILSIDE APARTMENTS

FLAGSTAFF, ARIZONA

ELECTRICAL SITE LIGHTING CUT SHEETS

NP ENGINEERING INC.
4115 N. 15TH AVE.
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NP Proj. No:	13-015
Project Manager:	RP
Drawn by:	NPE
Date:	07-17-2013

E3

Sheet of

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Kimberly Sharp, AICP, Comprehensive Planning Manager

Co-Submitter: Jim Cronk, Planning Director

Date: 11/25/2013

Meeting Date: 12/03/2013

TITLE

Flagstaff Regional Plan 2030: Place Matters – Public Hearing #2

This Public Hearing will not begin before 6:00 p.m.

RECOMMENDED ACTION:

Conduct Public Hearing Number 2 on the Flagstaff Regional Plan 2030: Place Matters

INFORMATION

Flagstaff Regional Plan 2030: Place Matters document titled "Public Hearing Draft", dated August 2013 is before you and the public today as a broad policy document for consideration of City Council and Board of Supervisors. The intent of Public Hearing #2 is to hear the public's comments on the draft document, so that elected officials may hear the community's voice, and then begin deliberation. Because of the length of the document and the level of public and Council interest, the Council will continue deliberation on the Regional Plan in subsequent public meetings.

The main contents of the plan include an Introduction and three broad categories identified as the Natural Environment; the Built Environment; and the Human Environment. The Introduction includes a vision and guiding principles; a description of the region; background, existing conditions, and trends; how the plan was developed; and how it will be used and implemented over time. Each of the three broad categories of Natural/Built/Human Environments includes several elements. Each element includes specific goals and policies regarding future development in the region. The three categories and their respective elements are listed below.

Natural Environment	Built Environment	Human Environment	
• Environmental Planning and Conservation • Open Space • Water Resources • Energy	• Community Character • Land Use and Growth Areas • Transportation • Cost of Development • Public Buildings, Services, Facilities, and Safety	• Neighborhoods, Housing, and Urban Conservation • Economic Development • Recreation	

Maps

The Plan contains numerous maps intended to illustrate a variety of regional features, including natural resources, population, housing, roads, trails, utilities, land ownership patterns, and other information. Unlike the current Flagstaff Regional Plan, this Plan update does not include a parcel-based "Land Use Map" per se, but instead includes a more generalized "Future Growth Illustration." The Future Growth Illustration is intended to depict a generalized conceptual growth pattern without specifically identifying a particular land use on a parcel-by-parcel basis, which is contained in the Zoning Code. In other words, the emphasis in this plan update is on the goals and policies contained in each plan element rather than on a particular land use designation on a map.

Goals and Policies

The Plan is structured so that there is at least one or more goals and related policies under each subsection of each element in the plan. The goals are high-level statements of a desired future condition, and the policies are specific statements of intent designed to accomplish the goals. As a collection of goals and policies, the Plan is a policy document and not a regulatory document. As such, the broad, high-level goals and policies on various topics may occasionally conflict. This is a normal characteristic of a policy plan and is not a problem. Decision-makers such as the Planning and Zoning Commissions, City Council and Board of Supervisors have broad discretion in applying the goals and policies of the Plan in relation to any given situation and may choose which goals or policies to emphasize over others as they deem appropriate.

It should also be noted that there are certain policies in the plan that only apply in the City and other policies that only apply in the County. Other goals and policies are more general and could apply throughout the region. When it comes down to decision-making relative to future development in the City and the County, each jurisdiction retains full authority in their respective areas.

Plan Hierarchy

The Regional Plan holds a different position in the hierarchy of plans at the City versus the County. At the City, the Regional Plan serves as the City's General Plan, so it is the primary planning document at the City. By contrast, in the unincorporated County, the Regional Plan becomes another member of our "family" of plans. The Coconino County Comprehensive Plan is the overall primary planning document County-wide, including the unincorporated portions of the greater Flagstaff area covered by the Regional Plan. In addition, the County has adopted five local area plans within the Regional Plan boundaries.

Public Process

The update process began in 2008 with a Citizen Advisory Committee (CAC) established by ordinance 2008-34. The original CAC members were selected from publicly solicited applicants, both city and county residents, and were selected by Councilmembers and Supervisors with the intent of a diverse group representing the community at large. Two Councilmembers and two Supervisors along with the City Manager and Deputy County Manager, as the Steering Committee, have continued to advise the Core Planning Team (city planners, county planners and FMPO Manager) for the past five years as well.

From February 2009-July 2013, the CAC met monthly and took into consideration existing Regional Plan goals and policies along with the thousands of public comments gathered on the state-statute required topics for the plan. With over 300 open houses, focus group meetings and working group meetings, the Regional Plan was drafted as a policy document reflecting this community's values.

A public review of the ***Flagstaff Regional Plan 2030: Place Matters*** document was released March 28, 2013. Over 700 editing comments were gathered during the 60-day public comment period, via e-mail, mail, and comment cards. During this public comment period, 60 community groups hosted a regional

plan presentation and discussion. In June and July, 2013, the CAC re-convened to review and incorporate the suggested edits from the public and initial Planning & Zoning Commission discussions.

The Flagstaff Planning and Zoning Commission, Coconino County Planning and Zoning Commission, Flagstaff City Council and the Coconino County Board of Supervisors have had the opportunity to review and comment on the ***Flagstaff Regional Plan 2030: Place Matters***, titled "Public Hearing Draft" dated August 2013.

The Flagstaff Planning and Zoning Commission recommended adoption by Flagstaff City Council with a list of 42 suggested edits (attached) on October 23, 2013. For the City, the ***Flagstaff Regional Plan 2030: Place Matters*** will supersede the ***Flagstaff Area Land Use and Transportation Plan*** (2001) and serves as the City's General Plan.

The County Planning and Zoning Commission recommended approval to the Board of Supervisors without any changes on October 29, 2013. For Coconino County, the ***Flagstaff Regional Plan 2030: Place Matters*** will supersede the ***Flagstaff Area Land Use and Transportation Plan*** (2001) and will be an amendment to the ***Coconino County Comprehensive Plan***.

The December 3, 2013 City Council Meeting is the official ***Flagstaff Regional Plan 2030: Place Matters*** **- Public Hearing #2.**

RECOMMENDATION

The **purpose** of the hearing is to receive public comment, give the Council an opportunity to ask questions of staff or the public, and to begin deliberation if possible considering time constraints. It is anticipated that Council will discuss, debate and give staff direction regarding the Regional Plan at the Council retreat on Friday, December 6 at the Aquaplex beginning at 8 a.m. The Council will continue deliberation and make decisions regarding the Plan at the December 17 City Council meeting.

Attachments:

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Roger Eastman, Zoning Code Administrator

Date: 11/25/2013

Meeting Date: 12/03/2013

TITLE:

Consideration of Resolution No. 2013-32: A resolution adopting a Major Amendment to the Flagstaff Regional Plan for Little America Hotels and Resorts, Inc.

RECOMMENDED ACTION:

1) Read Resolution No. 2013-32 by title only.
2) City Clerk reads Resolution No. 2013-32 (if approved above)
3) Adopt Resolution 2013-32 (adopting a major amendment to the Flagstaff Area Regional Land Use and Transportation Plan by changing the plan designations of approximately 495 acres of real property generally located south of East Butler Avenue and East of Interstate 40.)

Policy Decision or Reason for Action:

At the December 3, 2013 meeting the Council will consider whether the application for this major amendment to the (current) Flagstaff Regional Land Use and Transportation Plan should be approved or denied.

Financial Impact:

None.

Connection to Council Goal:

1. Retain, expand, and diversify economic base
2. Effective governance

Has There Been Previous Council Decision on This:

No. However, a public hearing for this major amendment to the (current) Flagstaff Regional Land Use and Transportation Plan was held on November 19, 2013.

Options and Alternatives:

1.Approve by resolution the proposed Regional Plan amendment application for Little America Hotels and Resorts, Inc.

2. Deny the proposed Regional Plan amendment application for Little America Hotels and Resorts, Inc.

Background/History:

Design Workshop on behalf of Little America Hotels & Resorts, Inc. has submitted a **Major Regional Land Use and Transportation Plan Amendment Application** to the City of Flagstaff, and has submitted all required materials and studies within the legal time frames as established in City Code Title 11 (General Plans and Subdivisions). The proposed development is comprised of 537 acres south of Butler Avenue and east of Interstate 40. Approximately 42 acres of the property includes the existing Little America hotel which is currently designated as Regional Commercial on the RP Land use Map. The remainder of the property is designated as Planning Reserve Area.

The Planning Reserve Areas (PRAs) are generally at the periphery of urbanized areas, are guidelines intended to accommodate a range of densities and other non-residential uses, and are considered suitable for future urban development. Land designated as PRAs do not currently have City services, but are generally close to existing development and available urban services. The Regional Plan also identifies that some of the areas are to be preserved for urban open space.

The applicant is proposing to retain the existing Little America Hotel; to add a new 200-room resort hotel associated with a new 18-hole golf course that will be open to the public; a neighborhood commercial center in the vicinity of the existing truck stop with approximately 157,000 sq. ft. of new commercial uses on 9 acres; approximately 1,400 new residential units ranging from low density, through medium density, to high density on approximately 336 acres; and a variety of recreational uses including public parks, the public golf course, FUTS (Flagstaff Urban Trails System) and hiking trails on approximately 148 acres.

A detailed explanation of the requested amendment to the Regional Plan Land Use Map (Maps 3 and 4) is included in the attached report to the Planning and Zoning Commission (Page 10 of 15). Note that no text amendments to the existing Flagstaff Regional Plan are proposed.

The complete application and all supplementary reports are available for the City Council and the public on-line. All links are provided in the attached staff summary report to the Planning and Zoning Commission for their November 13, 2013 second public hearing.

A major amendment to the Flagstaff Regional Plan is required by state law and City Code Title 11 (General Plans and Subdivisions) to be approved by resolution. Accordingly Resolution No. 2013-32 is attached. The conditions of approval recommended by the Planning and Zoning Commission have not been inserted into the resolution because they are more informational markers to the applicant of what will be required at the future zone change and development agreement stage, than conditions of approval per se. For this reason, they are noted below as a reference and as a record of what will be expected of the applicant if the major plan amendment application is approved.

The following shall be addressed by the applicant during the future rezoning/development agreement phase:

1. **Water**: Show a complete utility loop system of 20” minimum water main (not just from Butler Ave. to Butler Ave.) and water supply infrastructure in the utilities concept plan.

2. **Water**: Show all reclaim water on-site and off-site infrastructure improvements and adequate supply.

3. **Stormwater**: The final design will be compliant with the findings of the Drainage Impact Analysis.

4. **Stormwater**: Watercourse restoration design and intent is required as scoped and approved by the City Stormwater Section.

5. **Stormwater**: The golf course encroachment into the rural floodplain must be addressed to the satisfaction of the Stormwater Management Section as part of the Zoning Case.

6. **Traffic**: This project must have two remote access points (secondary access) to meet traffic and fire code regulations, and the rezoning proposal must address phasing of the development for secondary access.

7. **Traffic**: This project needs to analyze JW Powell Boulevard as a secondary access during the rezoning phase of the project.

8. **Traffic**: All Regional Plan roadway Right of Way (ROW) dedications for all roads of regional significance must be resolved during the rezoning/development agreement process. This includes, but is not limited to, East Butler Avenue access, Herold Ranch Road, and the internal street network.

9. **Traffic:** The applicant must solidify interconnectivity with surrounding properties and land uses with roads and trails during the rezone/development agreement phase.

10. **Public Facilities**: Little America will coordinate the need for public facilities and services with various agencies during the rezoning phase of the project.

11. **Phasing Plan**: The rezoning application must include a detailed phasing plan for development that is linked to specific infrastructure improvements such as road improvements and full secondary access; water and sewer infrastructure and supply; and reclaim water infrastructure and supply.

12. **Reclaimed Water:** Reclaimed water shall be used on the golf course and other open space within the project.

Key Considerations:

The City Council held a public hearing for this application in accordance with the requirements of City Code Title 11 (General Plans and Subdivisions) and applicable state law on November 19, 2013. At the December 3, 2013 meeting the Council may consider whether to approve or deny the application.

Expanded Financial Considerations:

Not applicable.

Community Benefits and Considerations:

A summary of the benefits that the Flagstaff community may realize is included in the attached staff summary for the Planning and Zoning Commission's public hearing #2, held on November 13, 2013 at the Flagstaff Aquaplex.

Community Involvement:

Inform and Consult: Representatives for the applicant - Design Workshop - and their team hosted a required neighborhood public meeting at Little America on September 10, 2013 that was attended by 58 community members. The attached staff summary for the Planning and Zoning Commission's public hearing #2, on November 13, 2013 includes a summary of the principle issues and concerns discussed at this meeting, as well as a link to all of the comments that were submitted. The Planning and Zoning Commission has also held a work session on the Little America Regional Plan Major Amendment application on October 9, 2013, as well as required public hearings on October 23, 2013 and November 13, 2013. All materials submitted in support of the application have been posted to the City web page since early summer, 2013.

On November 13, 2013 the Planning and Zoning Commission held a second public hearing on the requested major amendment application as required by state law. Approximately 25 - 30 residents attended the hearing, of which only four chose to speak to the Commission. Two of the speakers spoke in support of the project, acknowledging the many community benefits it would bring to Flagstaff and encouraging the Planning Commission to recommend its approval. The two other speakers opposed the project and urged the Commission to not recommend its approval, noting that while it was "a good proposal except for the golf course, this project sends the wrong message to Flagstaff residents about water use." Both speakers expressed concern with the proposed use of City reclaim water on the golf course, and suggested that the golf course component of the project should be removed from the proposed plan.

The Commission debated the merits of the project, expressed their concerns, and asked numerous questions of staff and the applicant's representative. The Commission's two greatest concerns were with regard to the use of reclaim water on the golf course, and with the residential density proposed in the project being too low. By a 5-2 vote the Commission eventually moved to approve case number PSPR20130013, the request for a major Regional Land Use and Transportation Plan Amendment for Little America Hotels and Resorts, Inc. subject to the 11 conditions as listed in the staff report (Page 14 of 15) with the addition of a new condition that would "require the use of reclaimed water on the golf courses and other open space within the project."

On November 19, 2013 at the Council's public hearing for this major Regional Plan amendment application, 11 Flagstaff residents addressed the Council, six of whom encouraged the Council to support and approve the application, while the remainder expressed concerns with various aspects of the proposal.

After the public hearing on November 19, 2013, some members of the Council requested additional information on a variety of topics. This information is presented below.

Better understanding of impact fees specific to the project: Staff has completed a preliminary analysis of total fire and police impact fees that will be generated from the proposed project assuming complete build-out of the development. The impact fees used in the calculation below are the current impact fees adopted by Council - these may be revised up or down in the future.

Single-family residential units - 327 units @ $675 each = $220.000
Multi-family residential units - 1460 units @ 536 each = $782,560

New resort hotel with 200 rooms @ $182 each = $36,400 (excludes est. 40,000 sq.ft. of conference space)

Commercial/office - 157,000 sq.ft. @ $1.24/sq.ft. = $194,680 (only calculated on commercial floor area as no est. of office floor area has been provided. This value will, therefore be revised downward as the impact fee for offices is currently $0.43/sq.ft.)

Total impact fees (payable at time of building permit) for the complete project is est. **$1.2 million.**

The second attachment includes a response from the City Utilities Division with additional information on specific questions asked by Vice Mayor Evans at the November 19th public hearing on impact and capacity fees, and reclaimed contracts.

Additional general information on the amount of traffic that may connect south from the Little America project to the future J.W. Powell Boulevard extension: The traffic study evaluated the traffic impacts for year 2020, 2025 and 2030 scenarios. The J.W. Powell extension was included only in the year 2030 scenario since this was the build out scenario for Little America and because the J.W. Powell extension is considered a long-term transportation improvement. In the 2030 scenario, it was assumed that Herold Ranch Road would extend south where a connection would be provided between Herold

Ranch Road and the J.W. Powell/4 th Street extension. With this connection and at build out of the Little America site, it was estimated that about 20 percent of new traffic generated by Little America would utilize the connection to J.W. Powell/4 th Street extension for a total of approximate 3,900 daily trips. Of this traffic, it was assumed that about 2,300 or 60 percent would travel north, 1,250 or 32 percent would travel south and 350 or nine percent would travel east. In 2030 it is anticipated that J.W. Powell Boulevard will carry approximately 11,000 vehicles per day.

Provide additional information on stormwater management and flooding concerns, with specific reference to the proposed Juniper Point and Canyon del Rio projects: Little America has performed a comprehensive Drainage Impact Analysis that quantifies increases in stormwater runoff for both peak flows and volume increases. Little America has identified mitigations that will occur on-site to address these increases. Primarily, stormwater will be captured and used to supplement watering of the golf course. With these mitigations in place, stormwater runoff received by the Rio De Flag is equivalent to runoff generated under natural, forested conditions.

Both Juniper Point and Canyon Del Rio also require that a Drainage Impact Analysis be performed to address increases in peak flows and volume increases. Although their methods may vary from that chosen by Little America, the end result will be no increase in stormwater runoff to the Rio De Flag.

In summary, all three developments require identification of mitigation measures to ensure control of increases in both peak flow and volume, resulting in natural, undeveloped runoff quantities to the Rio de Flag.

Expanded Options and Alternatives:

Refer to options on Page 1.

Attachments: Resolution No. 2013-32
Response to Utility Fees Questions

RESOLUTION NO. 2013-32

A RESOLUTION ADOPTING A MAJOR AMENDMENT TO THE FLAGSTAFF AREA REGIONAL LAND USE AND TRANSPORTATION PLAN BY CHANGING THE DESIGNATIONS ON MAP 3: REGIONAL LAND USE PLAN AND MAP 4: CITY LAND USE PLAN OF APPROXIMATELY 495 ACRES OF REAL PROPERTY GENERALLY LOCATED SOUTH OF EAST BUTLER AVENUE AND EAST OF INTERSTATE FORTY

RECITALS:

WHEREAS, the Flagstaff Area Regional Land Use and Transportation Plan (the "Regional Plan") was adopted by the Mayor and Council of the City of Flagstaff (the "City Council") on November 13, 2001 and ratified by the qualified electors of the City of Flagstaff (the "City") on May 21, 2002; and

WHEREAS, among other things, the Regional Plan establishes the authority and procedures for major amendments; and

WHEREAS, the Little America Hotels and Resorts, Inc. (the "Applicant") desires to amend the Regional Plan to change the designations on Map 3, Regional Land Use Plan and Map 4, City Land Use Plan, of approximately 495 acres of real property generally located south of East Butler Avenue and east of Interstate Forty (the "Property"); and

WHEREAS, pursuant to Arizona Revised Statutes § 9-461.06(H) a major amendment to the Regional Plan shall be approved by an affirmative vote of at least two-thirds of the City Council, and must be presented at a single public hearing during the calendar year in which the proposed amendment is made; and

WHEREAS, pursuant to Arizona Revised Statutes § 9-461.06(C)(2) the City has consulted with, advised and provided an opportunity for official comment by public officials and agencies, Coconino County, Flagstaff Unified School District, associations of governments, public land management agencies and other appropriate government jurisdictions, public utility companies, civic, educational, professional and other organizations, property owners and citizens; and

WHEREAS, the Community Development Division, as the designated planning agency for the City, has provided a copy of the proposed amendment to the Regional Plan for review and further comment to the Planning and Zoning Commission of Flagstaff; the Flagstaff City Council; the planning agency for Coconino County; Coconino County; the regional planning agency within which the City of Flagstaff is located; the Arizona Department of Commerce; the Arizona Department of Water Resources; and, any other persons or entities that requested, in writing, a copy of the proposed amendment; and

WHEREAS, the Flagstaff Planning and Zoning Commission held two public hearings on the proposed Amendment to the Regional Plan at different locations within the City and provided notice of said hearings by publication in the *Arizona Daily Sun* not less than fifteen nor more that thirty calendar days prior to the hearings; and

WHEREAS, the City Council held a public hearing on the proposed amendment to the Regional Plan and notice of such hearing was published in the *Arizona Daily Sun* not less than fifteen nor more that thirty calendar days prior to the hearing;

ENACTMENTS:

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

SECTION 1. That the City Council hereby amends the Regional Plan to change Map 3, Regional Land Use Plan and Map 4, City Land Use Plan, by changing various land use designations in the area generally located south of East Butler Avenue and east of Interstate Forty to the corresponding land use designations set forth in the map attached hereto as Exhibit "A."

SECTION 2. The City Council finds that notice has been given in the manner required by Arizona Revised Statutes § 9-461.06 *et seq.* and that each of the required publications have been made in the *Arizona Daily Sun*, a newspaper of general circulation within the City of Flagstaff.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this _____ day of _____, 2013.

_____
MAYOR

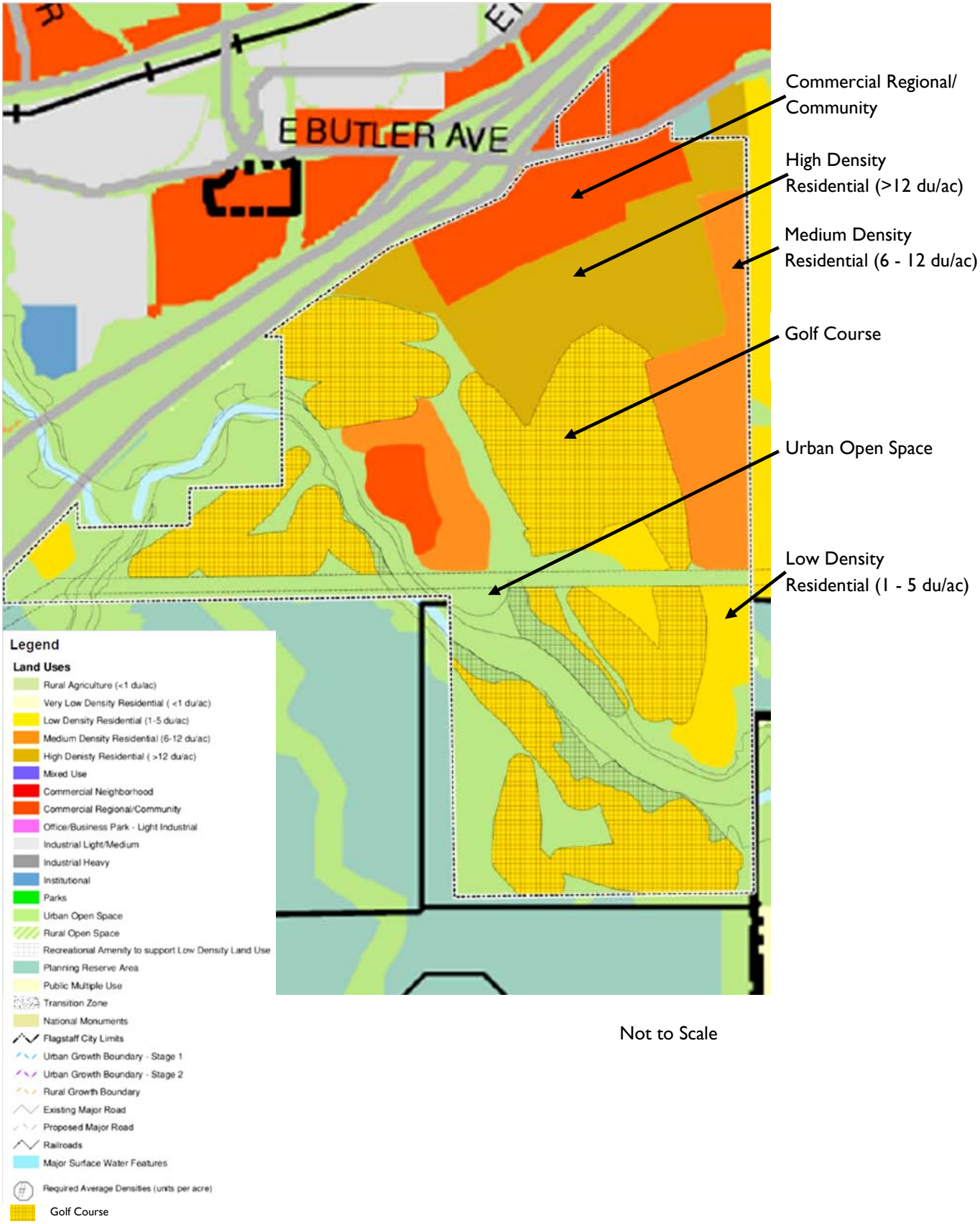
ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

EXHIBIT A: Proposed Land Use Designations for the Little America Hotels and Resorts Inc. Major Regional Plan Amendment Application, December 3, 2013



Not to Scale

CITY COUNCIL REPORT

DATE: November 25, 2013

TO: Vice Mayor Evans

FROM: Erin M. Young, R.G., Water Resources Manager

CC: Roger Eastman, AICP, Comprehensive Planning and Code Administrator
Bradley M. Hill, R.G., Utilities Director
Ryan Roberts, P.E., Utilities Engineer

SUBJECT: Reclaimed Water Fees

This CCR is in response to a request by Vice Mayor Evans at the November 19, 2013 Council Meeting regarding the discussion on the Major Regional Plan Amendment for Little America. Questions were raised regarding impact and capacity fees and reclaimed contracts.

How are improvements to the reclaimed system paid for?
The reclaimed water commodity rate will increase over time to cover the needs of operational costs and capital improvements. Utilities will determine through a rate case study how to include capital improvements into future rates. Council will then decide to adopt rates and fund these capital projects. An RFP from financial firms is currently advertised and due to staff on December 10.

There is also an option for any developer to secure a volume of reclaimed water (volume available is determined by Utilities staff) by entering into a Development Agreement in which that customer would pay for the improvement made to the system. If the developer wishes to proceed on a more aggressive project schedule, they will be responsible for paying the needed capital improvements to the Reclaimed Water system.

How many pending reclaimed customers are there?
The Utilities Director has not granted any new reclaimed agreements since December of 2012. Utilities currently have 7 customers in the cue for reclaimed water when available.

Explain why Utilities cannot currently meet all peak summer demands and cannot take on the new customers?
Utilities cannot meet peak summer demands for two reasons: First, Utilities has over-allocated what the system can deliver during peak demand week in the summer. This occurred since all prior reclaimed agreements never specified a maximum monthly or annual volume. Utilities has addressed this by creating an accounting of each customer's reclaimed water use. Any new or renewed agreements now include a maximum monthly and annual total delivery to ensure we do not over allocate in the future. Second, there are a few Reclaimed Water distribution system deficiencies (bottlenecks) that need to be improved in order to increase the reclaimed water available capacity. Utilities should be able to meet all current agreements (during the peak summer weeks) once those improvements are made. At that point, Utilities will

determine the volume available to commit to future customers. Commitments to new reclaimed water customers are made on a first come first served basis.

What are the reclaimed fees?
Attached are our reclaimed fees for new customers.

[one attached PDF file]

RECOMMENDATION / CONCLUSION

This report is for information only.

DRAFT - CITY OF FLAGSTAFF RECLAIMED FEES

Effective January 1, 2014 except as otherwise noted (Subject to Change**)**

RECLAIMED WATER FEES

Commercial & Residential

Meter Size	Meter Fee	Recalimed Water Capacity Fee	Service Fee	Taxes	Total Fees
3/4"	$ 340	N/A	$ 24	$ 30.74	$ 394.74
1"	$ 520	N/A	$ 24	$ 45.95	$ 589.95
1 1/2"	$ 920	N/A	$ 24	$ 79.73	$ 1,023.73
2"	$ 1,070	N/A	$ 24	$ 92.40	$ 1,186.40
3"	$ 3,130	N/A	$ 24	$ 266.39	$ 3,420.39
4"	$ 4,130	N/A	$ 24	$ 350.85	$ 4,504.85
6"	$ 6,130	N/A	$ 24	$ 519.77	$ 6,673.77
8"	$ 13,737	N/A	$ 24	$ 1,162.25	$ 14,923.25
10"	Call	N/A	$ 24	Call	Call

CONNECTION FEES TO RECLAIMED SYSTEM

WATER FEES	Tap Size	Tap Fees	Taxes	Total Fees
Water Service Line Connection to Main	**3" to 12"**	$ 310	$ 26.18	**$ 336.18**

Contractor excavates to water main - trenching, pavement cuts and patch not included in above cost. Call Customer Service for More Information 928-213-2231

To determine actual service line connection cost of reclaimed water taps, please contact Customer Service at 213-2231.